



Since 1967
Reedy Creek
IMPROVEMENT DISTRICT

BOARD OF SUPERVISORS

January 25, 2023
9:30 a.m.

AGENDA

Board of Supervisors

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

January 25, 2023

9:30 a.m.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SAFETY MINUTE
4. APPROVAL OF MINUTES
 - A. Minutes of the December 14, 2022 BOS Meeting
5. REPORTS
 - A. District Administrator
6. CONSENT AGENDA

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

- A. Semi-Annual Report of Easements
 - Semi-Annual Report of Easements executed by the District Administrator as required by Resolution No. 565 approved by the Board at its February 25, 2015 meeting for period January-June and July-December 2022. **(EXHIBIT A)**

B. Canal 410 License Area Agreement – Amendment

- CONSIDERATION of Request for Board to authorize the District Administrator to execute on behalf of the District, the amendment of a license agreement known as the Canal 410 License Area. This amendment is to allow the construction and modification of an existing fence and gate along a portion of the L-410 Canal. In addition, it shall extend the access use approximately seven hundred feet along the L-410 Canal levee. **(EXHIBIT B)**

C. World Drive North Phase 3 – Design Services

- CONSIDERATION of Request for Board approval to execute a change order to Agreement #C006233 with **Pond and Company, Inc.**, in the Not-To-Exceed total amount of **\$40,000.00** for additional design, bidding, and construction phase services associated with the World Drive North Phase 3 project. **(EXHIBIT C)**

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

D. World Drive North Phase 3 – Design Services

- CONSIDERATION of Request for Board approval to execute a change order to a Work Authorization #W004 under Master Services Agreement #M000227 with **Chen Moore & Associates, Inc.**, in the Not-To-Exceed total amount of **\$10,000.00** for additional design, bidding, and construction phase services associated with the World Drive North Phase 3 project. **(EXHIBIT C)**

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

E. World Drive North Phase 3 – Owner-Furnished Materials (OFM)

- CONSIDERATION of Request for Board approval to amend the breakdown of Owner-Furnished Materials (OFM) for utility system improvements associated with the World Drive North Phase 3 project. The new breakdown is comprised of **\$1,490,000.00** for the electric utility system, **\$525,000.00** for the chilled water utility system, and **\$85,000.00** for the natural gas utility system. The total amount **(\$2,100,000.00)** approved on October 26, 2022 remains unchanged. **(EXHIBIT C)**

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

7. REGULAR AGENDA

A. World Drive North Phase II – Reduction of Change Order Allowance

- CONSIDERATION of Request for Board approval to reduce the change order allowance, previously authorized by the Board, for the construction agreement with **Arazoza Brothers** by the amount of **\$300,000.00**. There is no change in the overall budget for the World Drive North Phase II project. **(EXHIBIT D)**

B. World Drive North Phase II – Amendment of Professional Services Agreement

- CONSIDERATION of Request for Board approval to amend the Agreement for Professional Services between RCID and **CONSOR Engineers, LLC**, and add to the total Not-To-Exceed fee in the total amount of **\$287,600.00** for additional construction management, construction engineering and inspection and material testing services in support of the World Drive North Phase II project. **(EXHIBIT D)**

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

8. PUBLIC HEARING

A. Resolution No. 637 – Final Reading - Amending the RCID Land Development Regulations

- CONSIDERATION of Request for Board to adopt **Resolution No. 637** amending the RCID Land Development Regulations for Compliance with the 2032 Comprehensive Plan; to Update Definitions, References, Standards, and Procedures for Uses, Growth, Infrastructure, Streets and Rights-of-Way, Parking, Loading, and Circulation, Landscaping, Signs, Wetlands, Stormwater Management, Groundwater Protection, Erosion Control, Sanitary Sewer, Solid Waste, Flora and Fauna, Consistency Review, Development Review, Subdivision Review, Amendment of Comprehensive Plan, Planning Board, and Planning and Engineering Department. **(EXHIBIT E)**
- **Close Public Hearing**

PUBLIC HEARING

B. Chapter 163 Developer's Agreement – First Reading

- **CONSIDERATION** of Request for Board approval of a Chapter 163 Developer's Agreement between RCID and **Walt Disney Parks and Resorts U.S., Inc.** consistent with the RCID Comprehensive Plan and Land Development Regulations.
(EXHIBIT F)
- **Notice for Second Hearing:** Consideration of Request for Board to set the date and time for the second and final public hearing for consideration and approval of this development agreement to February 8, 2023, at 9:30 a.m. at this location – 1900 Hotel Plaza Blvd., Lake Buena Vista, Florida 32830.
- **Close Public Hearing**

9. OTHER BUSINESS

10. ADJOURNMENT

Published Daily
ORANGE County, Florida

Sold To:

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

Bill To:

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

State Of Florida
County Of Orange

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

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Jan 16, 2023.

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



Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 17 day of January, 2023,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

NOTICE OF MEETING

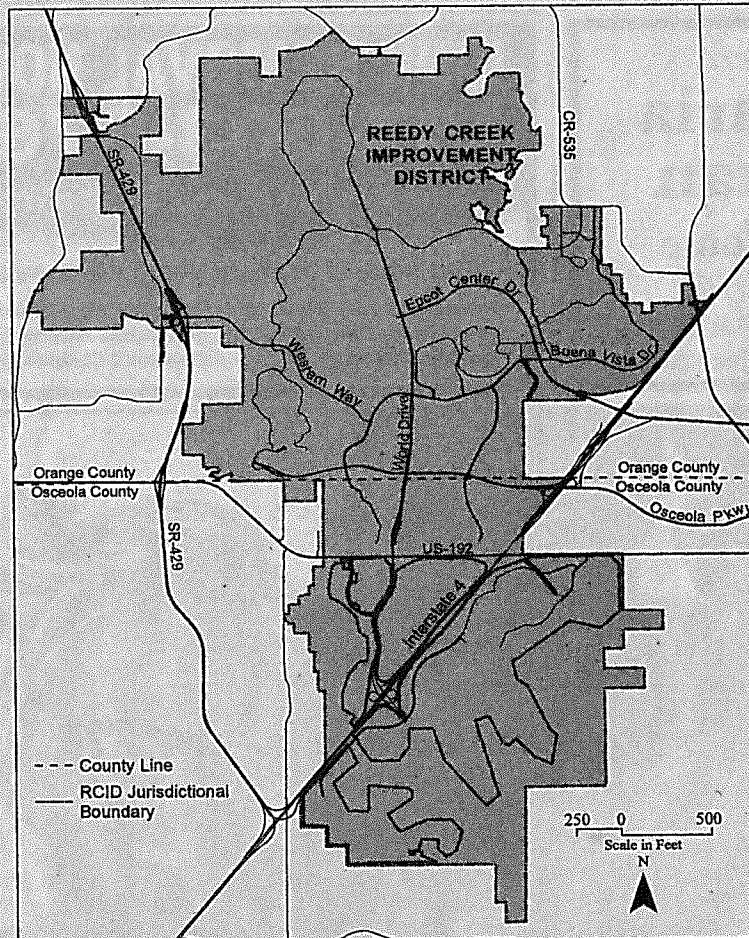
YOU WILL PLEASE TAKE NOTICE that on January 25 th at 9:30 a.m., or as soon thereafter as practicable, the Board of Supervisors of the Reedy Creek Improvement District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time, they will consider such business as may properly come before them.

BY: Tina Graham, Clerk
Reedy Creek Improvement District
1/16/2023 7342078

7342078

NOTICE OF CHANGE TO THE LAND DEVELOPMENT REGULATIONS OF THE REEDY CREEK IMPROVEMENT DISTRICT

Notice is hereby given that the Reedy Creek Improvement District (RCID) Board of Supervisors proposes to adopt Ordinance/Resolution No. 637 of the Reedy Creek Improvement District, Amending the RCID Land Development Regulations for Compliance with the 2032 Comprehensive Plan; to Update Definitions, References, Standards, and Procedures for Uses; Growth; Infrastructure; Streets and Rights-of-Way; Parking, Loading, and Circulation; Landscaping; Signs; Wetlands; Stormwater Management; Groundwater Protection; Erosion Control; Sanitary Sewer; Solid Waste; Flora and Fauna; Consistency Review; Development Review; Subdivision Review; Amendment of Comprehensive Plan; Planning Board; and Planning and Engineering Department. A second public hearing on the ordinance/resolution will be held on Wednesday, January 25, 2023, beginning at 9:30 AM, or as soon thereafter as the matter may be heard. The meeting will be held at the RCID Administration Building, First Floor Board Room at 1900 Hotel Plaza Blvd., Lake Buena Vista, Florida, 32830.



The Amendments may be inspected by the public at the Planning & Engineering Department located at 1920 Buena Vista Drive, Suite A, Lake Buena Vista, Florida 32830. Interested parties are encouraged to appear at these hearings and provide comments.

In accordance with the Americans with Disabilities Act (ADA) persons with disabilities needing assistance to participate in these proceedings should contact Tina Graham at (407) 934-7480, 48 hours in advance of the hearing.

ADVICE TO THE PUBLIC: The RCID Board of Supervisors does not make a verbatim recording of its public meetings or hearings. Section 286.0105 of the Florida Statutes states that "if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

Published Daily
ORANGE County, Florida

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State Of Florida
County Of Orange

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

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Jan 18, 2023.

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



Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 19 day of January, 2023,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

NOTICE OF MEETING

NOTICE OF PUBLIC HEARING REEDY CREEK IMPROVEMENT DISTRICT TO CONSIDER DEVELOPMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the Reedy Creek Improvement District will hold the first of two public hearings on the intent to consider a development agreement pursuant to Chapter 163, Florida Statutes. The first hearing will be held on, Wednesday, January 25, 2023 at 9:30 a.m., or as soon thereafter as practicable, in the Boardroom of the RCID Administration Building, at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830. The land subject to the proposed development agreement is a majority of the land located within the jurisdictional boundaries of Reedy Creek Improvement District, encompassing approximately 24,200 acres. The development uses, include Hotels/Resorts, Office, Retail/Restaurant, Major Theme Park, and Minor Theme Park; with Hotel/Resort densities at a maximum of 53,232 keys; Office building intensities at a maximum of 1,154,521 square feet; Retail/Restaurant building intensities at a maximum of 2,463,222 square feet; Minor Theme Parks at a maximum of 5; Major Theme Parks at a maximum of 5; and building heights limited by the aesthetic character of the district. The development uses, densities, intensities, and heights proposed on the property are those previously approved by Reedy Creek Improvement District and set forth in its Comprehensive Plan and the development uses densities, intensities and heights are not increasing or otherwise changing from those already planned for in the Comprehensive Plan, a copy of which is available on Reedy Creek Improvement District's website. A copy of the proposed agreement can be obtained at Reedy Creek Improvement District's offices.

BY: Tina Graham, Clerk
Reedy Creek Improvement District
1/18/2023 7363674

7363674

MINUTES OF MEETING

Board of Supervisors

Reedy Creek Improvement District

December 14, 2022

9:30 a.m.

President Hames called the regular meeting of the Reedy Creek Improvement District Board of Supervisors to order at 9:30 a.m. on Wednesday, December 14, 2022, at the Administrative Offices of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida.

Those present were President Larry Hames, Max Brito, Leila Jammal, and Don Greer, constituting a quorum of the Board of Supervisors. Others in attendance included; John Classe, District Administrator; Tina Graham, District Clerk; Tracy Borden, Assistant Clerk, and Ryan Conrad, Administration; Ron Zupa, Technology Services; Chris Quinn, Heidi Powell, and Susan Higginbotham, Finance; Anthony Kasper, RCES; Chief Richard LePere, Deputy Chief Eric Ferrari, and Tanya Naylor, Emergency Services; Ed Milgrim and Ilana Perras, Milgrim Law Group, Bruce Jones and Debbie Reich, Procurement; Katherine Luetzow and Lee Pulham, Planning & Engineering; Eddie Fernandez, Human Resources; Eryka Washington and Erin O'Donnell, Communications; and Jacob Blume. Those participating via teleconference were: Yenni Hernandez, Technology Services; Michele Dicus and Kimberly Ferretti, Human Resources; and Mike Crikis, Environmental Sciences.

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

SAFETY MINUTE

Mr. Eddie Fernandez presented the safety instructions for the Administration Building. Mr. Fernandez identified the locations of the emergency exits as well as the evacuation procedures. Mr. Fernandez thanked employees and senior leadership for their safety efforts and wished everyone happy holidays.

APPROVAL OF MINUTES

Minutes from the November 16, 2022 BOS Meeting were approved and accepted as presented.

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

REPORTS

Mr. Classe advised that we would like to recognize Debbie Reich, Procurement and Finance Administrative Assistant; today for her 20 years with RCID. Debbie will be retiring effective December 31, 2022. Ms. Reich was presented with a plaque from Mr. Jones and Mr. Quinn. Ms. Reich thanked Mr. Jones and Mr. Quinn and said that she is very appreciative to RCID and had a wonderful 20 years.

Mr. Classe reported that after a few weather delays, flu vaccines were administered to employees and dependents during the week of November 14th.

Mr. Classe announced that the National Step Challenge is a health and wellness competition focused on improving employee fitness and fighting hunger. It was conducted by Go365 and open to all Go365 users nationwide. The District participated in the large group category. The RCID team place 12th, which, resulted in 5000 meals, donated in our name to "Feed America". Mr. Classe thanked everyone who participated and helped RCID with this achievement.

Mr. Classe reported that last Friday, the Red Cross Big Red Bus was parked here at our building from 8:30-1:30 for employees to donate blood. Employees from numerous departments came out to donate.

CONSENT AGENDA

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

Item 6A – World Drive North Phase III – Professional Services Work Authorization

CONSIDERATION of Request for Board approval to issue a Work Authorization under RCID's Master Agreement with **Consor Engineers, LLC**, in the Not-To-Exceed total amount of **\$23,876.00**, for bid proposal review services in support of the World Drive North Phase III Project. Funding for this request will be derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds. **(EXHIBIT A)**

Item 6B – World Drive North Phase III – Cloud Based Digital Information Repository Service

CONSIDERATION of Request for Board approval to enter into a multi-year, multi-project license agreement with **Newforma**, permitting an unlimited number of users to access the Newforma Project Cloud proprietary digital information repository service for a one-time fee of **\$25,548.00**. The fee for the service permits use of the system in conjunction with the administration of the World Drive North Phase III construction project. Funding for this request will be derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds. **(EXHIBIT A)**

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

REGULAR AGENDA

Item 7A – ECEP Chiller Plant Rehabilitation Phase 2 (B1015) – Initial Budget

Mr. Kasper requested Board approval to establish an initial budget of **\$6,900,000.00** for the ECEP Chiller Plant Rehabilitation Phase 2 project. Funding for this request will be derived from the RCID Series 2021-2 Utility Revenue Bonds (Taxable). Mr. Kasper advised that this request is to replace chillers 1 and 2 located at Epcot Central Energy Plant. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Greer and duly seconded, the Board unanimously approved the request. **(EXHIBIT B)**

Item 7B – ECEP Chiller Rehabilitation Phase 2 (B1015) – Construction Services

Mr. Kasper requested Board approval to execute an agreement with **Harper Limbach, LLC**, in the amount of **\$3,896,130.00** for construction services for the ECEP Chiller Plant Rehabilitation Phase 2 project. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount. Funding for this request will be derived from the RCID Series 2021-2 Utility Revenue Bonds (Taxable). Mr. Kasper advised that four bids were received and Harper Limbach, LLC was the lowest responsible bidder. The goal is to have both chillers active early summer 2023. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Jammal and duly seconded, the Board unanimously approved the request. **(EXHIBIT B)**

Item 7C – ECEP Chiller Plant Rehabilitation Phase 2 (B1015) – RCES Soft Costs

Mr. Kasper requested Board approval of an additional amount Not-To-Exceed **\$230,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the ECEP Chiller Plant Rehabilitation Phase 2 project. This request includes Board authorization for RCID's and/or RCES's direct purchase of miscellaneous goods and ancillary professional services as necessary for the project. Funding for this request will be derived from the RCID Series 2021-2 Utility Revenue Bonds (Taxable). President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the request. **(EXHIBIT B)**

PUBLIC HEARING

Item 8A – Resolution No. 637 – First Reading – Amending the RCID Land Development Regulations.

President Hames then called a Public Hearing to order at 9:44 a.m. Ms. Pulham requested Board approval of Ordinance/Resolution No. 637 on the first reading, amending the RCID Land Development Regulations to incorporate amendments required by the recent Comprehensive Plan 2032 update, which was found in compliance on July 15, 2022. The Planning Board held a duly noticed public hearing on November 18, 2022 and recommended approval by the Board of Supervisors after finding 1) The amendments are consistent with and promote the intent of the Comprehensive Plan; 2) will not adversely affect other implementation programs for elements of the Comprehensive Plan; and 3) promote the public health, safety, and welfare within the District. The amendments fall within three general categories: 1) Updates to definitions and references to various statutes, codes, and manuals. 2) Updates to reflect specific amendments to the 2032 Comprehensive Plan. 3) The third category of amendments is the greatest in number and address how we conduct development reviews, how we regulate what, where, how something is required to be constructed, altered, or protected. This duly noticed public hearing is the first of two required for approval of an Ordinance/Resolution to amend the Land Development Regulations.

President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the request. President Hames then closed the Public Hearing at 9:56 a.m. **(EXHIBIT C)**

ORDINANCE/RESOLUTION NO. 637

An ORDINANCE/RESOLUTION OF THE REEDY CREEK IMPROVEMENT DISTRICT AMENDING THE RCID LAND DEVELOPMENT REGULATIONS FOR COMPLIANCE WITH THE 2032 COMPREHENSIVE PLAN; TO UPDATE DEFINITIONS; TO UPDATE REFERENCES, STANDARDS, AND PROCEDURES FOR USES; GROWTH; INFRASTRUCTURE; STREETS AND RIGHTS-OF-WAY; PARKING, LOADING, AND CIRCULATION; LANDSCAPING; SIGNS; WETLANDS; STORMWATER MANAGEMENT; GROUNDWATER PROTECTION; EROSION CONTROL; SANITARY SEWER; SOLID WASTE; FLORA AND FAUNA; CONSISTENCY REVIEW; DEVELOPMENT REVIEW; SUBDIVISION REVIEW; AMENDMENT OF COMPREHENSIVE PLAN; PLANNING BOARD; AND PLANNING AND ENGINEERING DEPARTMENT

WHEREAS, the Reedy Creek Improvement District Board of Supervisors, pursuant to Chapter 163, Florida Statutes, adopted on November 15, 1991 by Resolution No. 244, a joint comprehensive plan along with the City of Lake Buena Vista and the City of Bay Lake; known as the "1991 Reedy Creek Improvement District Comprehensive Plan"; and

WHEREAS, Section 163.3202, Florida Statutes, require that the Reedy Creek Improvement District adopt and enforce Land Development Regulations that are consistent with and implement the Reedy Creek Improvement District Comprehensive Plan; and

WHEREAS, Reedy Creek Improvement District Planning Board has been established and designated as the Local Planning Agency for the Reedy Creek Improvement District; and

WHEREAS, the Reedy Creek Improvement District Planning Board after public notice conducted public hearings and found the proposed Land Development Regulations to be consistent with and promote the intent of the Reedy Creek Improvement District Comprehensive Plan, do not adversely affect other implementation programs for elements of the Reedy Creek Improvement District Comprehensive Plan, and promote the public health, safety, and

welfare within the Reedy Creek Improvement District and therefore recommended adoption by the Reedy Creek Improvement District Board of Supervisors; and

WHEREAS, the Reedy Creek Improvement District Board of Supervisors, the Lake Buena Vista City Council and the Bay Lake City Council after public notice conducted joint public hearings and by Resolution No. 289, on March 30, 1994, adopted the Reedy Creek Improvement District Land Development Regulations; and

WHEREAS, the Reedy Creek Improvement District Board of Supervisors, upon recommendation by the Reedy Creek Improvement District Planning Board finds and determines that the adoption of the proposed amendments to the Land Development Regulations are consistent with and implement the Reedy Creek Improvement District Comprehensive Plan and that adoption thereof would be in the best interest of the Reedy Creek Improvement District.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the Board of Supervisors of the Reedy Creek Improvement District, on this 14th day of December, 2022, as follows:

SECTION ONE: Purpose and Intent. This Resolution is enacted to carry out the purpose and intent of, and exercise the authority set out in Chapters 163 and 166, Florida Statutes, and the provisions of the Reedy Creek Improvement District Comprehensive Plan.

SECTION TWO: Title and Adoption. The regulations as set forth in Exhibit "A" and adopted hereby shall be known as and may be referred to as "An Ordinance/Resolution of the Reedy Creek Improvement District Amending the RCID Land Development Regulations for compliance with the 2032 Comprehensive Plan; to Update Definitions, References, Standards, and Procedures for Uses; Growth; Infrastructure; Streets and Rights-of-Way; Parking, Loading, and Circulation; Landscaping; Signs; Wetlands; Stormwater Management; Groundwater Protection; Erosion Control; Sanitary Sewer; Solid Waste; Flora and Fauna; Consistency Review; Development Review; Subdivision Review; Amendment of Comprehensive Plan; Planning Board; and Planning and Engineering Department..

SECTION THREE: Conflicts. All ordinances, resolutions, parts of ordinances or parts of resolutions in conflict with the Land Development Regulations adopted hereby are superseded and repealed to the extent of such conflict.

SECTION FOUR: Severability. If any provision or portion of this Ordinance/Resolution is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Ordinance/Resolution shall remain in full force and effect.

SECTION FIVE: Copy Availability. A certified copy of this enacting Ordinance/Resolution and the attached amendment to the Reedy Creek Improvement District Land Development Regulations and any future amendments thereto, shall be filed with the Clerk of the Reedy Creek Improvement District. The District shall also make copies available to the public for a reasonable reproduction charge.

SECTION SIX: Codification. It is the intention of the Reedy Creek Improvement District Board of Supervisors that sections of the land Development Regulations may be renumbered or re-lettered and the correction of typographical or scrivener errors which do not affect the intent may be authorized by Planning staff without need of public hearing, by filing a corrected recodified copy of same with the Clerk of the Reedy Creek Improvement District.

SECTION SEVEN: Jurisdiction. This Ordinance/Resolution and the attached amendment to the Land Development Regulations shall be a minimum standard and shall apply to and be enforced throughout the unincorporated and incorporated boundary of the Reedy Creek Improvement District, Florida including the City of Lake Buena Vista, Florida and the City of Bay Lake, Florida.

SECTION EIGHT: Effective Date. This Ordinance/Resolution shall become effective immediately upon final passage and adoption.

PASSED AND DULY ADOPTED, with a quorum present and voting, by the Board of Supervisors of the Reedy Creek Improvement District, Florida, this 14th day of December 2022.

OTHER BUSINESS

Item 9A – 2023 RCID BOS Calendar

Mr. Classe requested Board approval of the 2023 RCID BOS Calendar that was included in the Board packages. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Jammal and duly seconded, the Board unanimously approved the request.

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

Mr. Classe advised that today's Final Thought is from Jackie Joyner-Kersey, World Class Track and Field Athlete, *"It's better to look ahead and prepare, than to look back and regret."*

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

Laurence C. Hames
President, Board of Supervisors

ATTEST

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

DEPARTMENT REPORTS

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



Reedy Creek Energy Services

Memorandum

To: John Classe

Date: January 25, 2023

From: Christine Ferraro

Extension: (407) 824-4121

Subject: December 2022 - Monthly Utilities Report

Electric and Natural Gas Purchases and Sales

December 2022: Megawatt hour loads were 3% below plan for the month, the peak load for the month was approximately 8.4% below plan levels as well. Average temperatures for December 2022 were 9.7% lower when compared to the same month in 2021 and 3.3% higher when compared to the average temperatures experienced in 2020. Total cost per megawatt hour (\$/MWh) for the month was approximately 23.2% below budgeted levels equating to approximately \$1.4M of net electric cost reduction to plan. Lower electric costs in December 2022 were driven primarily by lower Duke RCF purchase volumes and lower RCF gas pricing resulting in approximately \$1M in cost savings. Other cost savings were associated with FMPA Tolling, lower solar output resulting in lower solar costs, lower market purchases offsetting more expensive existing contracts, lower transmission costs due to lower peak demands as well as lower imbalance charges, and energy sales exceeding budgeted levels. Electric cost reduction impacts were also driven by natural gas hedge settlements resulting from RCID's natural gas hedging program.

Natural Gas (Distribution and Hot Water)

December 2022: Actual natural gas commodity prices were on budget for the month, with volumes approximately 7.78% higher than budgeted levels, The natural gas commodity costs were impacted primarily by RCID's existing hedges, lower market commodity prices due to increased market production levels and warmer temperatures. In general, RCID's December 2022 hedge settlements were in RCID's favor and greater than budgeted levels thus resulting in lower overall gas commodity costs. Gross natural gas costs were approximately \$37K above budgeted levels driven by higher volumes. RCID's natural gas price hedging program continues to provide price risk mitigation. Approximately 80% of monthly consumption is hedged for FY23 mitigating on-going gas commodity market volatility.

Water Resources

Dec-22	2021		2022		Difference		
	Total Monthly Volume (million gallons)	Average Daily Flow (million gallons/day)	Total Monthly Volume (million gallons)	Average Daily Flow (million gallons/day)	Total Monthly Volume (million gallons)	Average Daily Flow (million gallons/day)	% Difference
Potable Water Consumption	469.7	15.2	486.3	15.7	16.6	0.5	3.5%
Wastewater Generation	404.5	13.0	368.9	11.9	-35.6	-1.1	-8.8%
Reclaimed Water Usage	144.6	4.7	132.9	4.3	-11.7	-0.4	-8.1%
Wastewater Contribution from OCU	52.7	1.9	0.3	0.0	-52.4	-1.9	-99.4%
Rainfall measured at RCID WWTP (in)	1.8		1.3		-0.6		-30.4%

Solid Waste Operations

State of the Utility Report - Solid Waste Activities					Reference
December					December
	2021	2022	Difference	% Difference	2019
Class I Waste Collected by RCES	5427	5741	314	6%	6587
Class III Waste Collected by RCES	188	220	32	17%	209
Offsite Landfill	5872	6067	195	3%	6924
Food Waste	1306	1569	263	20%	1868
Class I Recycle	1321	1475	154	12%	1476
Green Waste	882	963	81	9%	1042
C&D Collected	790	1025	235	30%	2150
Manure	372	366	-6	-2%	376

* All Data in Tons



**REEDY CREEK
IMPROVEMENT DISTRICT**

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

MEMORANDUM

DATE: January 18, 2023

TO: John Classe

FROM: C. Michael Crikis

SUBJECT: Monthly Report for December 2022

The following is a summary of the activities completed by Environmental Sciences in the month of December 2022:

Regulatory Activities – sampling and testing

- 443 sites were visited
- 1,202 samples were collected or delivered
- 3,503 tests were assigned
- A notification of the approval of the proposed 2022 On-Site Assessment Corrective Actions Plan (CAP) was received
- The Solid and Chemical Materials Proficiency Testing results for Metals and Inorganic Chemistry were submitted for evaluation. The evaluation results were received with a 95% successful completion
- Non-Potable Water Proficiency Testing samples were received for the General Chemistry and Metals analyses

Mosquitoes Monitoring

- 154 traps were set up in 39 locations per week
- 26,917 mosquitoes were collected and identified
- 126 blood sera samples were submitted for testing
- Dry conditions coupled with several cold days has helped to keep the mosquito populations to a minimum

Meetings and Educational Sessions Participation

- Attended 2 days of the Florida Stormwater Association Winter Conference and FDEP Day in Lake Buena Vista
- Attended the Osceola County Local Mitigation Strategy Working Group Meeting in Kissimmee, FL
- Attended the Florida Department of Environmental Protection hearing on the proposed amendments to Ch. 62-610 FAC.
- Attended the public rule development webinar for ERP Application Handbook Volume 1

Anniversary

- There were no anniversaries in the month of December

CC: RCID Pollution Control Board

Human Resources

January 2023

Open Positions

- *Fire Dept.*
 - Assistant Chief- Communications- Accepting applications
- *Building & Safety*
 - Mechanical Inspector – Conducting interviews
 - Administrative Assistant- approval for posting pending
 - Electrical Inspector- Accepting applications
- *Facilities*
 - Facilities Maintenance Specialist- Candidate selected, offer pending
- *Human Resources*
 - Administrative Assistant- Conducting interviews
- *Planning & Engineering*
 - Senior Civil Engineer- Project Manager (Hydraulics)- Scheduling phone screenings
- *Technology Services*
 - Systems Administrator- Accepting applications

Filled Positions:

- Facilities- Senior Construction Coordinator- new hire started 12/5/22
- Human Resources- HR Associate- new hire begins 1/9/23
- Fire Department-Firefighter/Paramedic – new hires start 1/23/23
 - EMS Paramedic- new hires start 1/23/23
 - Communicator- new hires start 1/23/23
- Building & Safety- Fire Prevention Assistant- Permit Technician- new hire starts 1/23/23
- Finance- Finance Associate- new hire starts 1/23/23
- Facilities- Irrigation Maintenance Technician- new hire starts 2/13/23

Resignations/Retirements

- *David Rich- Fire Department- Inspector- retirement effective 1/31/23*
- *Paula Raye O’Sullivan- Building & Safety- Administrative Assistant- resignation eff 12/30/22*



Since 1967
Reedy Creek
IMPROVEMENT DISTRICT

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

To: John Classe

From: Michael Rickabaugh

Subject: Monthly Report – December, 2022

Department: Building & Safety

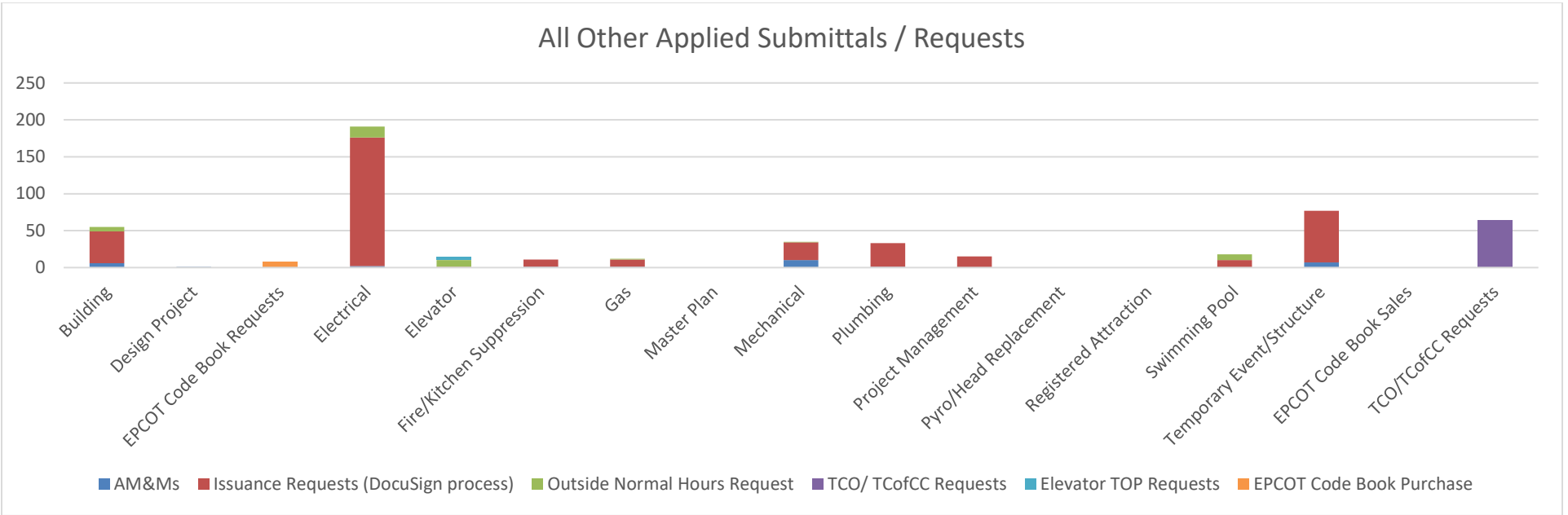
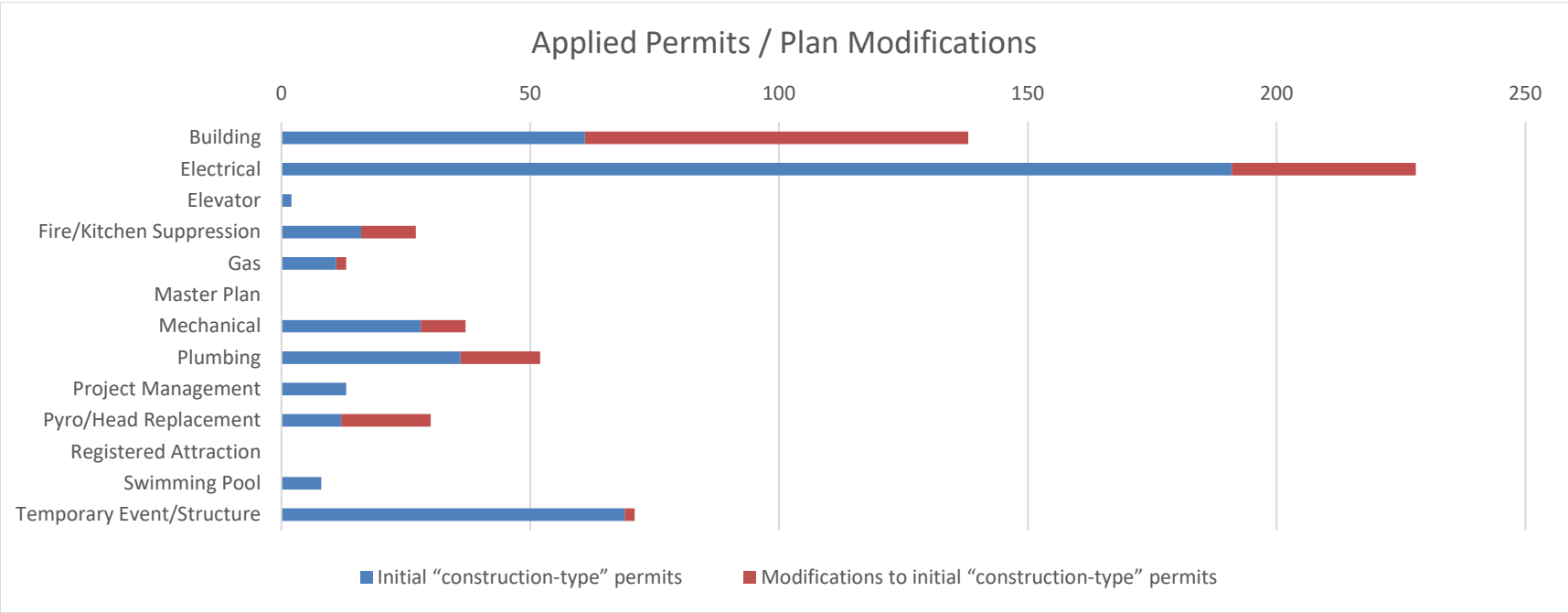
January 9, 2023

Regulatory Activities:

- Certificate of Construction Completion Issued:
- Certificate of Occupancy Issued:
 - Best Friends Pet Care Facility Addition
 - Flamingo Crossings – PDQ
 - ESPN Third Venue Breakroom Refresh

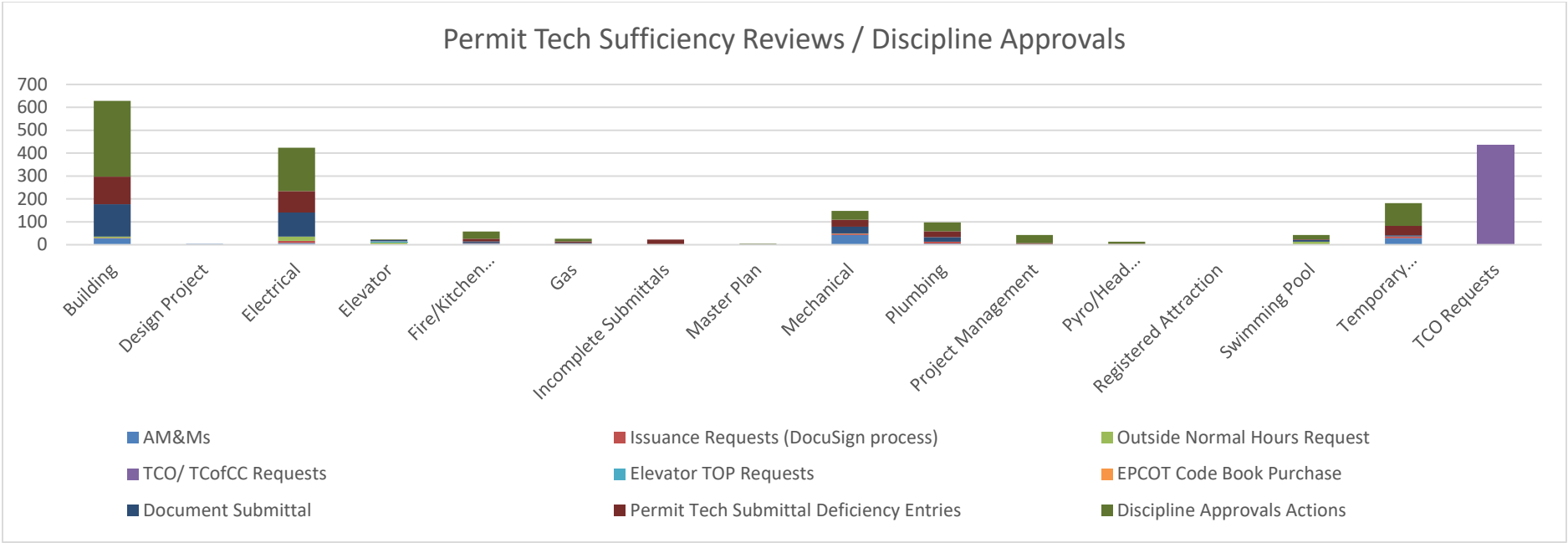
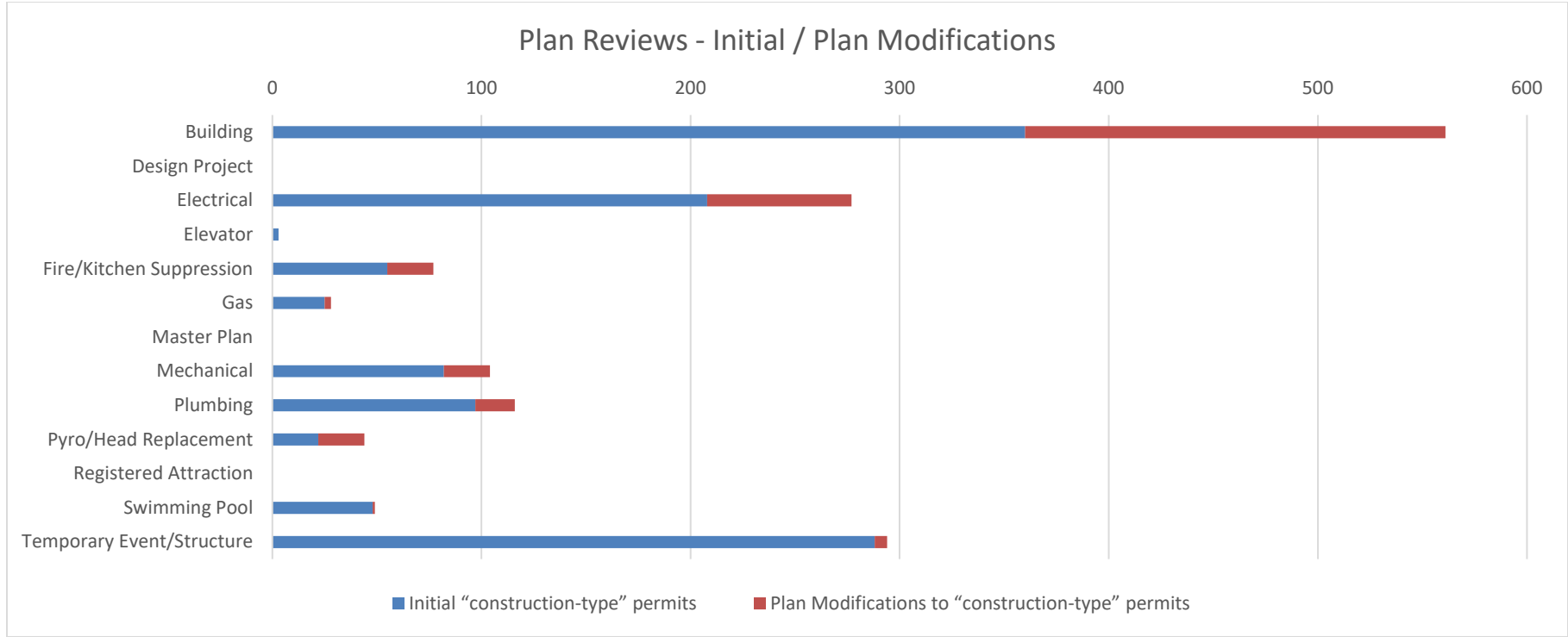
Monthly application submittal / request activities:

Division	Applied Permits/Plan Modifications		All Other Applied Submittals / Requests					
	Initial “construction- type” permits	Modifications to initial “construction- type” permits	AM&Ms	Issuance Requests (DocuSign process)	Outside Normal Hours Request	TCO/ TCofCC Requests	Elevator TOP Requests	EPCOT Code Book Purchase
Building	61	77	6	43	6			
Design Project			1					
EPCOT Code Book Requests								8
Electrical	191	37	2	174	15			
Elevator	2			1	9		4	
Fire/Kitchen Suppression	16	11	1	10				
Gas	11	2	1	10	1			
Master Plan								
Mechanical	28	9	10	24	1			
Plumbing	36	16	1	32				
Project Management	13			15				
Pyro/Head Replacement	12	18						
Registered Attraction								
Swimming Pool	8			10	8			
Temporary Event/Structure	69	2	7	70				
TCO/TCofCC Requests						64		
Total	447	172	29	389	40	64	4	8



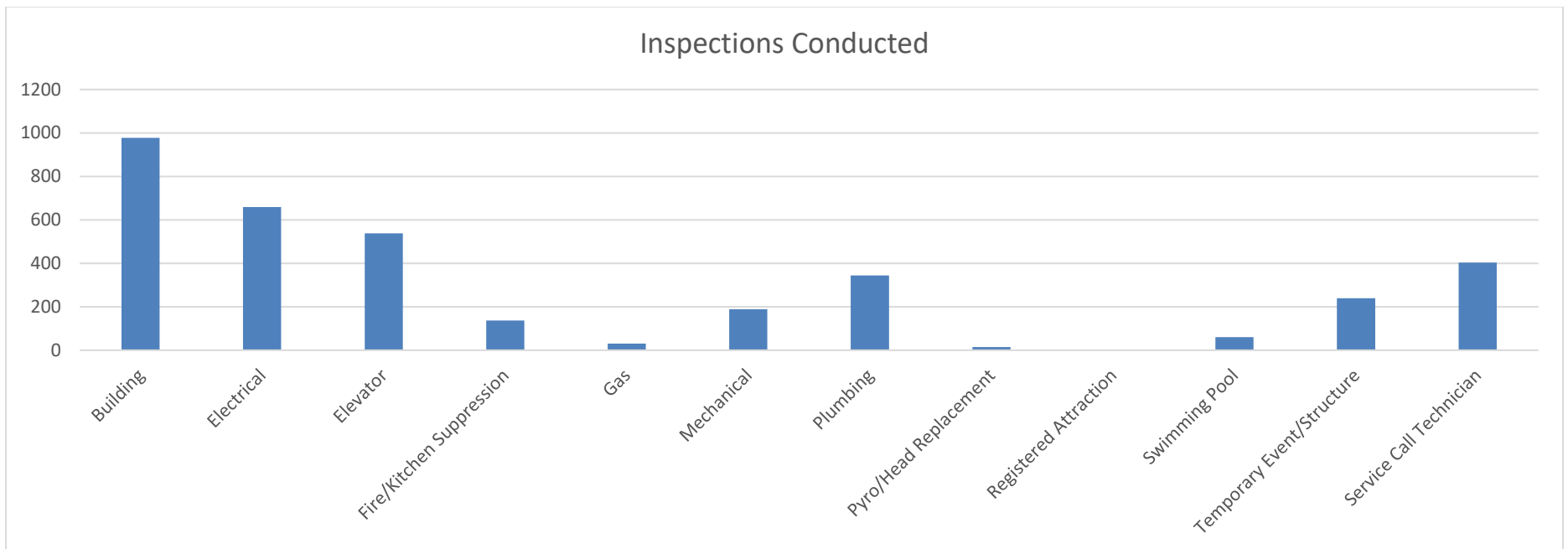
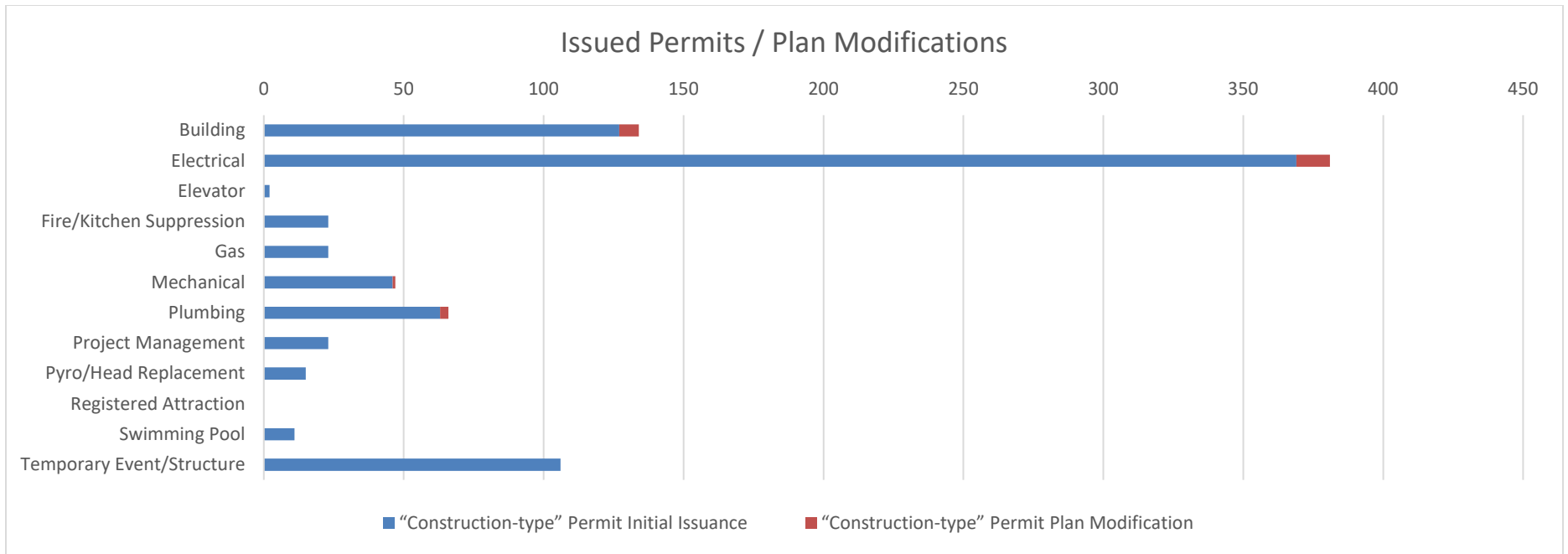
Monthly plan reviews / discipline approvals / admin approvals / permit tech processing activities:

Division	Plan Reviews		Sufficiency Reviews/ Discipline Approvals (Additional workflow entries per division in a month)								
	Initial "construction- type" permits	Plan Modifications to "construction- type" permits	AM&Ms	Issuance Requests (DocuSign process)	Outside Normal Hours Request	TCO/ TCofCC Requests	Elevator TOP Requests	EPCOT Code Book Purchase	Document Submittal	Permit Tech Submittal Deficiency Entries	Discipline Approvals Actions
Building	360	201	27	3	6				141	121	330
Design Project			4								
Electrical	208	69	8	9	19				105	93	190
Elevator	3				11		4		5	2	2
EPCOT Code Book Sales											
Fire/Kitchen Suppression	55	22	5	3					6	12	32
Gas	25	3	4	1	1				3	5	12
Incomplete Submittals										23	
Master Plan										2	3
Mechanical	82	22	43	5	1				30	30	39
Plumbing	97	19	5	8					20	26	38
Project Management				1						7	34
Pyro/Head Replacement	22	22								4	9
Registered Attraction											
Swimming Pool	48	1		1	12				8	3	19
Temporary Event/Structure	288	6	29	8					4	41	100
TCO Requests						438					
Totals	1182	365	125	39	50	438	4		322	369	808



Monthly permit issuance and inspections:

Division	Permit Issuance		Inspections	Elevator Re-Inspections
	"Construction-type" Permit Initial Issuance	"Construction-type" Permit Plan Modification		
Building	127	7	977	
CNI per Address				
Electrical	369	12	659	
Elevator	2		428	110
Fire/Kitchen Suppression	23		137	
Gas	23		31	
Mechanical	46	1	189	
Plumbing	63	3	344	
Project Management	23			
Pyro/Head Replacement	15		15	
Registered Attraction			1	
Service Call Technician			404	
Swimming Pool	11		60	
Temporary Event/Structure	106		239	
Total	808	23	3595	110



Celebrations:

- Work Anniversaries:
 - Josue Moreno Quinones – 6 years, Plumbing Inspector
 - Jennifer Johnson – 9 years, Permit Technician Lead
 - Jacob Simpson – 10 years, Chief Specialty Inspector

PLANNING & ENGINEERING

DEPARTMENT

DECEMBER 2022

ACTIVITY REPORT

SUBMITTED BY

KATHERINE LUETZOW, P.E.

REGULATORY REVIEWS

BUILDING PERMIT REVIEW

- Reviewed 87 / Approved 74
- Awaiting Approval - 13

CONSISTENCY / CONCEPT PLAN / SITE PLAN REVIEW

NHCS Dopey Drive Trailer

- Awaiting project submittal.

Project U

- Consistency application received 11/18/21. RAI #1 issued 11/29/21, response received 11/30/21. Certificate of Consistency issued 2/3/22.
- Site Plan submittal received 10/17/22. Area development plans received 12/1/22. RAI #1 issued 12/9/22, awaiting response.

PVR Project B

- Plans received 12/3/21. Awaiting additional information.

CONCURRENCY REVIEW

- None to report.

LANDSCAPE/IRRIGATION REVIEW

- Project CY1899 – Received 11/15/22, with additional information received 12/16/22. Under review.

ERP / STORM WATER REVIEW

Celebration Civic Corridor Lot – D

- Project set up 11/1/21, initial submittal received 11/8/22. RAI #1 issued 11/22/22.

Celebration Island Village Water and Reclaimed Water Booster Pump Stations

- Project set up 7/21/22, initial submittal received 7/22/22. RAI #1 issued 9/8/22, response received 10/19/22. RAI #2 issued 11/4/22, response received 12/16/22.
- Submitted to SFWMD 12/28/22, under review.

Homewood Suites

- Project set up 8/16/21, initial submittal received 8/16/21. RAI #1 issued 8/23/21, response received 12/15/21. RAI #2 issued 1/4/22, response received 5/2/22, project meeting 6/17/22.
- Submitted to SFWMD on 7/12/22, RAI issued 8/10/22, response received on 8/26/22, submitted to SFWMD 9/12/22, permit issued 11/10/22.

Project U

- Project set up 9/15/21, initial submittal received 1/7/22. RAI #1 issued 1/24/22, response received 4/1/22.
- Submitted to SFWMD 4/11/22. SFWMD Permit issued 6/8/22.
- Early work Site Civil Package submitted on 7/25/22. Site Civil Approval issued 8/2/22.
- Site Civil package submitted 8/3/22, comments provided on 8/18/22.
- Modified shop drawings (P89 drainage structures) received on 8/29/22, comments provided on 8/30/22.
- Issued Site Civil Approval for pile driving and pile on caps on 10/26/22.
- Limited Site Civil Approval issued 12/15/22.

PVR Project B – Realignment of Seven Seas Drive

- Project set up 11/19/21, initial submittal received 12/17/21. RAI #1 issued 12/27/21, awaiting response.
- Alternate alignment submitted on 2/25/22, updated plans submitted on 5/9/22, comments issued 6/28/22.
- Revised plans received on 8/26/22, comments provided on 9/9/22.
- Revised plans received 12/22/22.

Swan & Dolphin Stormwater Improvements

- Project set up 9/8/22, initial submittal received 9/8/22. RAI #1 issued 9/22/22.
- Revised plans received 10/7/22 & 11/9/22, submitted to SFWMD 11/14/22, under review.
- RAI received from SFWMD on 12/14/22, response uploaded on 12/28/22.

2022 Contractor's ROW Trailers – Dopey Drive Trailers

- Project set up 4/18/22, initial submittal received 4/18/22. RAI #1 issued 6/13/22. Awaiting response.

SITE CIVIL REVIEW

Animal Kingdom Hay Trailer

- Project set up 8/30/22, initial submittal received 9/9/22. RAI #1 issued 9/14/22.
- Awaiting erosion control review.

Animal Kingdom Tilting Bridge Gate Mods

- Initial submittal received 2/2/22. RAI #1 issued 2/9/22, response received 5/10/22. RAI #2 issued 5/17/22, response received 6/27/22.
- Awaiting erosion control and r/w permit reviews and approvals.

Bay Lake Conduit Network New Conduit Installation

- Initial submittal received on 8/26/22 for Packages 1 & 2.
- Initial submittal received on 8/31/22 for Packages 3, 4, 5 & 6.
- Initial submittal received on 9/6/22 for Packages 7 & 8.
- RAI #1 for all Packages issued 9/13/22.
- Revised Packages 1, 2 & 3 submitted 10/10/22.
- Revised Package 7 submitted 10/13/22.
- Revised Packages 4, 5, 6 & 8 submitted 10/14/22.
- Packages 1, 3 and 7 are complete and being reviewed by Compliance.
- Packages 1, 3 and 7 were approved on 11/4/22.

Contemporary Back Dock Lift Station Replace

- Initial submittal received 8/10/22. RAI #1 issued 8/23/22.

Coronado Springs - Dig Site Playground Play Surface Renovation

- Initial submittal received 10/17/22. RAI#1 issued 10/26/22.

CY 1899

- Initial submittal received 11/14/22. RAI #1 issued 12/09/22, response received 12/20/22. RAI #2 issued 12/28/22.

Disney Springs Guest Flow Temp. Tent

- Initial submittal received 2/9/22. RAI #1 issued 2/16/22.

Epcot BOH Custodial Storage

- Project set up 5/25/22, initial submittal received 8/1/22. RAI #1 issued 8/23/22, response received 9/6/22. RAI #2 issued 9/28/22, response received 10/3/22. Awaiting SWPPP approval.

Epcot Joffrey's Coffee & Tea Company Storage Container Install

- Project set up 10/17/22, initial submittal received 10/18/22. RAI #1 issued 11/18/22, response received 11/18/22.
- Site Civil Approval issued 11/18/22.

Epcot Journey Parking Lot Expansion (Ride Share)

- Project set up 3/7/19, initial submittal received 8/12/22. RAI #1 issued 8/31/22, response received 10/6/22. RAI #2 issued 10/26/22, response received 12/9/22. Awaiting SWPPP approval.

Flamingo Crossings Skyline Chili

- Project set up 8/23/22, initial submittal received 8/25/22. RAI #1 issued 9/7/22. Revised plans submitted 9/20/22. No additional civil comments on plans. SWPPP approved on 11/16/22.
- Site Civil Approval issued 11/16/22.

SITE CIVIL REVIEW (CONTINUED)

Flamingo Crossings Sonic

- Project set up 8/31/22, initial submittal received 9/1/22. RAI #1 issued 9/8/22.
- Revised plans submitted on 12/14/22.

Food Waste Transfer Station

- Project set up 11/15/22, initial submittal on 11/21/22, comments issued on 12/16/22.

Golden Oak Ferndell Park Pickle ball

- Project set up 10/14/22, initial submittal received 10/17/22. RAI #1 issued 11/28/22.

Magic Kingdom Be Our Guest Kitchen Conversion

- Initial submittal 12/14/22.

MK2 F&B Tron Kiosk

- Project set up on 11/3/22, initial submittal 12/5/22, comments issued on 12/28/22.
- Revised plans submitted on 12/28/22.
- Site Civil Approval issued 12/29/22.

Pioneer Hall Parking Lot Expansion

- Project set up 9/7/22, initial submittal received 9/7/22. RAI #1 issued 9/21/22.

Project 256 Attraction

- Initial submittal received 8/23/22. RAI #1 issued 9/15/22.

Project Echo

- Project set up 11/21/22, initial submittal received 11/23/22. RAI #1 issued 12/9/22.

Project Mermaid

- Initial submittal received 9/2/22. RAI #1 issued 9/21/22.

Seawall Repair Saratoga Springs Canal

- Project set up 9/1/22, initial submittal 9/9/22, RAI #1 issued 10/3/22, revised material submitted 12/16/22.

Smart Citi 4-Ton Replacement

- Project set up 10/13/22, initial submittal 11/14/22, RAI #1 issued 11/23/22.

Sunbelt Rental Bonnet Creek Road

- Initial submittal received 11/3/21. Revised submittal received 11/9/21. RAI #1 issued 11/24/21, awaiting response.

ST Coke Kiosk

- Project set up 8/12/22, initial submittal received 8/16/22. RAI #1 issued 8/23/22, response received 10/14/22. RAI #2 issued 10/28/22, response received 12/15/22. Site Civil Approval issued on 12/22/22.

Village Services Trail Fuels Facility

- Project set up 12/7/22, initial submittal 12/8/22, RAI #1 issued on 12/28/22.

WWTP Trailer Parking Lot Expansion

- Initial submittal received 2/22/22. RAI #1 issued 3/1/22, response received. RAI #2 issued 3/31/22.

DEWATERING REVIEWS / INSTALLATION APPROVALS

- Four (4) dewatering application reviewed & approved
- Two (4) dewatering setup were inspected & approved for use

RIGHT OF WAY PERMITS ISSUED

Permit # 1880 Hartzog Road Development

- Received 12/9/22, issued 12/13/22

Permit # 1881 Magnolia Golf Course Dirt Haul

- Received 12/12/22, issued 12/19/22

Permit #1882 Blizzard Beach Irrigation Main Repair on BVD

- Received 12/19/22, issued 12/21/22

Permit #1883 Walt Disney World Marathon Weekend

- Received 12/9/22, issued 12/22/22

TRIBUTARY BASIN REVIEW

Avalon Road Apartments

- Project set up on 2/26/21. Comments sent on 3/5/21. Response to comments uploaded 4/14/21.
- Agreement split into two separate agreements one for Parcels 10 & 11 and the other agreement for Avalon Road Apartments.
- Draft agreement sent to engineer on 9/14/21.
- Agreement combined with Waterleigh Parcels 10 & 11.

Buena Vista Park

- Sent initial contact letter on 4/25/22.
- Project set up 9/27/22, initial submittal received 9/29/22. Need Plans and Report prepared by current engineer.

Celebration Village / Greenpoint Condos

- Project setup 3/15/21.
- Meeting with engineer on 3/31/21, engineer informed about outstanding balance for repair of RCID canal berm.
- Received check on 8/12/21 for \$41,585 for repair work on RCID canal berm.
- Approved dewatering and right-of-way permit on 10/27/21 for geotechnical investigation.

CR 545 Intersection @ Lake Star Road

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

Del Taco at Maingate

- Project set up 12/7/22, initial submission on 12/10/22. Comments sent on 12/10/22.

Everest Place

- Project set up 10/26/21, initial submittal 10/27/21. Project on hold.
- Project restarted, preparing draft Agreement.
- Revised plans and drainage report receive and comments sent on 4/19/22.
- Draft Agreement sent to Grantee on 12/10/22.

FDOT – I-4 Beyond the Ultimate Segment IA

- Project set up 5/28/20. Information submitted on 5/28/20. Requested additional information on 10/20/20.
- Draft Agreement sent to FDOT on 4/22/21. Received comments from FDOT on 5/18/21.
- Sent revised draft agreement back to FDOT on 8/12/21.
- Received comments from FDOT Legal on 1/28/22.
- Revised Agreement sent back to FDOT on 6/14/22.
- Revised Agreement sent to FDOT on 7/11/22.
- Sent FDOT information of drainage fee calculation on 10/5/22.

Ficquette Road Widening

- Sent initial contact letter to County on 4/24/22.
- In discussing the Reams Road project with the project team it was determined that Ficquette Road would need its own Drainage Agreement.

TRIBUTARY BASIN REVIEW (CONTINUED)

Grand Royal Hotel

- Letter sent to developer on 10/26/21. Initial submittal received 11/1/21.
- SFWMD permit issued 5/1/22, updated plans and Drainage Report submitted 5/11/22. RAI issued 5/16/22.
- Working on draft drainage agreement.
- Prepared letter and forwarded letter to Grantee on 6/15/22.

Hartzog Road Re-Alignment

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

Horizon West Village H Parcel Tribute at Ovation

- Sent initial contact letter on 6/13/22.

JAMA – PD

- Initial submittal received 1/11/18. RAI #1 issued 1/12/18.
- Waiting for response from engineer on draft agreement, issued March 2019.
- Referred to RCID Legal Counsel on 3/3/20.
- Forwarded revised agreement to Mr. Ahmed on 3/12/20 with suggested payment plan.
- Contacted engineer on 3/31/22 to discuss status of agreement, engineer is going to reach out Grantee.
- Received signed Agreement and check for the drainage fee on 8/23/22.
- Agreement executed by District Administrator on 8/26/22, sent to engineer for recording on 8/30/22.

KRPC Hartzog Road

- Project setup 4/28/21, awaiting initial submittal.
- Initial submittal 6/16/21, comments sent on 8/16/21, awaiting response.
- Updated material submitted 1/21/22.
- Sent comments back to Grantee on 2/4/22, received additional information on 2/11/22.
- Sent draft Agreement to Grantee on 2/25/22.

Lake Star Road

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

Maingate Golden Coral

- Sent initial contact letter on 2/9/22. Follow up letter sent by legal counsel dated 3/22/22. Project Info form submitted on 3/29/22, initial submittal received on 3/30/22.
- RAI issued 4/13/22, response received on 4/25/22.
- Prepared draft drainage agreement and sent agreement to Grantee on 5/11/22.
- Received comments from Grantee on 6/27/22.

Orange Lake Country Club Single-Family Timeshare Unit DP

- Initial contact letter sent 12/29/22.

TRIBUTARY BASIN REVIEW (CONTINUED)

Orlando Luxury Resort Hotel

- Sent Initial Contact letter 10/28/22.

Overlook – The Haven Multifamily

- Project set up on 12/6/22, initial submission 12/6/22.

Overlook Phases I & II

- Project set up 6/18/21.
- Per phone call on 7/14/21 from Harris Engineers, the project is being redesigned to comply with SFWMD comments.
- Requested RCID Legal Counsel and Grantee a letter reminding them of their obligation to obtain an agreement before construction begins.
- Project renamed Overlook – The Haven Multifamily

Reams Road Widening

- Project setup 5/24/22, initial submittal received 5/24/22.
- Meeting with County set for 7/6/22 to discuss drainage comments sent on 6/23/22.

Rolling Oaks

- Project set up 10/17/18. Letter sent 12/10/18 requesting additional information.
- RCID Legal Counsel sent letter 12/10/19.
- Phone call with Wooden Bridge on 1/16/20. Waiting for maps from Wooden Bridge.
- Received plans and legal descriptions on 3/19/20. Draft agreement sent to Grantee on 4/28/21.
- RCID Legal Counsel talked to counsel for the Grantee on 1/27/22 – comments are forthcoming.
- Grantee supplied comments on 3/23/22 on draft agreement, reviewing requested changes.
- Draft agreement revised and sent back to RCID legal on 7/27/22.

Sinclair Road Property

- Project set up 10/27/21, initial submittal 10/28/21.
- Revised material submitted 1/21/22.
- Sent comments back to Engineer on 2/2/22, working on draft agreement.
- Provide Engineer with copy of Drainage Report for Magnolia Creek development to assist in analyzing flow from Sinclair Road Property.
- Received updated Drainage Report on 5/19/22.
- Draft agreement sent for legal review on 6/24/22.
- Need final Drainage Report to complete draft agreement.

Site 113 H SW 4 High School

- Project set up 9/23/21, initial submission 11/19/21.
- RCID Counsel working with OCPS Counsel to determine agreement requirements.
- Received comments from OCPS Legal Counsel.

TRIBUTARY BASIN REVIEW (CONTINUED)

Spring Hill Phases 4 & 5

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

Sternon Fortune Star Condos

- Project set up 4/17/20, initial submittal received 6/8/20, comments sent on 6/30/20.
- Draft agreement under review 7/7/20. Draft agreement sent to Grantee on 8/6/20.
- Per email from engineer on 10/8/20, the project is on hold.
- Applicant has resubmitted their SFWMD application.
- Provided comments on 4/14/22 on revised application.
- Received updated plans and Drainage Report on 5/19/22, working on draft drainage agreement.
- Draft drainage agreement sent to Grantee on 5/31/22.

Storey Grove

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

Tru by Hilton – Lake Hilton

- Sent initial contact on 7/6/22.
- Parcel will be included in Drainage Agreement for Buena Vista Park.

Visitor's Plaza Overflow Parking

- Sent initial contact letter on 5/17/22.
- Received Project Info form on 8/23/22.
- Received initial submittal on 10/6/22.
- Sent letter dated 12/9/22 to inform that an Agreement is not needed for this project.

Waterleigh PD Parcels 10 & 11

- Project setup 4/6/21, initial submittal received 4/7/21.
- Requested updated Drainage Report on 4/23/21.
- Agreement split into two separate agreements one for Parcels 10 & 11 and the other agreement for Avalon Road Apartments.
- Sent Grantee draft agreement on 8/25/21. Had meeting to discuss draft agreement on 10/21/21.
- Discussed project with Engineer on 12/16/21, waiting for revised legal description.
- Amended/restated agreement sent to Grantee on 1/4/22. Grantee has contacted Orange County to discuss agreement.
- Grantee's legal counsel is working with County – updated 3/11/22.
- Received comments from County on 6/22/22 forwarded comments to RCID Legal for review.
- Per email received on 7/11/22, County is reviewing the draft agreement.

TRIBUTARY BASIN REVIEW (CONTINUED)

Waterstar

- Initial submittal received 12/19/19; draft agreement forwarded for review on 2/25/20.
- Draft Agreement sent to Grantee on 3/13/20. Received questions from Grantee on 4/17/20.
- Revised draft agreement under review. Revised draft agreement sent back to Grantee on 9/18/20.
- Received check for drainage fee on 5/2/21 without agreement, received signed agreement on 5/22/21.
- Sent to District Administrator for signature on 6/18/21, executed agreement sent to Grantee on 6/21/21.
- Agreement recorded as Doc #20210529911 on 8/30/21.
- Agreement may need to be updated because of changes to the design/layout of the site.
- Working on revised drainage agreement. Waiting on Grantee to close on loan before sending updated agreement.

Windermere Ministries

- Sent initial contact letter on 2/10/22.
- Received call from Engineer on 3/2/22, sent Project Info form to engineer.
- Project set up 3/7/22.

Wither South PD

- Project set up 1/26/21, awaiting initial submittal.
- Legal counsel sent letter on 5/16/22 on status of application.
- New Project Info received on 7/19/22.
- Material submitted on 7/20/22, comments sent to engineer on 7/28/22.
- Received response to comments on 8/8/22, prepared draft agreement and sent to legal counsel for review on 8/16/22.
- Send Agreement to Grantee for signature on 8/24/22.
- Received comments from Grantee on 10/26/22.

CONSTRUCTION COMPLIANCE INSPECTIONS

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

- Bailey Bridge
- Car Care to Epcot Intertie
- Celebration C8 Parcel
- Celebration Colburn
- Celebration Creation Kids
- Celebration Elementary School
- Celebration Island Village Project
- Celebration Pointe
- DS Greenleaf
- Epcot
 - Bus Stop
 - NW Laydown
 - Canal Modification Project/Parking Lot
 - Project G Pkg 1, Pkg 2, Pkg 3, Pkg 8; Pkg 5; 217
- Flamingo Crossings Advent Health
- Flamingo Crossings College Housing West
- Flamingo Crossings Dunking Donuts
- Flamingo Crossings Hash House A Go Go
- Flamingo Crossings Simply Capri
- Flamingo Crossings Skyline Chili
- Flamingo Crossings Town Center Ph1
- Four Seasons Pool Improvements
- GF Laydown
- M06 Compactor Pad
- Magnolia Golf Course Redevelopment
- MK 2
- Project Tacos
- Project C
- Project U Demo
- RCID Environmental Lab
- RCID Fiber Expansion Phase 1 and 2
- Stolport Laydown/Stockpile
- Western Way/BVD
- Woody's Lunchbox Kitchen
- Woody's Lunchbox Shade Structure
- World Drive Area Development
- World Drive North Phase 2
- World Drive North Phase 2 Laydown
- World Drive North Storm Pond

INFRASTRUCTURE ASSET MANAGEMENT

LEVEES & WATER CONTROL STRUCTURES

- Monthly inspections of the Levees are ongoing.
- RCID owned storm water facilities/ponds undergo major maintenance on a 5 year revolving basis. Pond work was completed for FY 22, RCID Compliance will start inspections and compiling the list of non-routine maintenance activities for 2023 shortly.
- Annual inspections of the major water control structures (WCS) are completed annually each February. Based on these most recent evaluation, items identified as routine maintenance have been initiated and will be completed during the 2023 fiscal year. Items identified in the inspection as requiring major or non-routine maintenance were prioritized, incorporated in the annual budgeting process and are scheduled for completion in the coming year(s).

ROADWAY & BRIDGE

- Monthly inspections of the Roadways are ongoing.
 - Hartzog Road (North) (Ruby Red Lane to the north approximately 2.750 miles) (including Flagler Ave) - roadway is showing considerable degradation. This roadway has been added to our annual assessment and will be programmed for pavement rehabilitation as funding allows. The consultant (KCA) has provided a scope and fee to design the pavement rehab for the section of Hartzog Road between approximately Ruby Red Lane (just north of Western Way) to the RCID Property Line including Flagler Avenue. The design of the project has been completed. The final plans have been submitted to the Construction Department.
 - BVD (ERB (East) to Riviera Resort Entrance) - roadway is showing excessive degradation due to recent construction traffic in that area. The 2022 annual pavement assessment will address that area and program the roadway for pavement rehabilitation. A design proposal has been submitted for review and approval. The design of the project is complete. The final plans have been submitted to the Construction Department. Due to funding constraints, a section of BVD approximately 400' east and west of the intersection of the Riviera Resort Entrance driveway will be constructed this fiscal year. The design of the project is complete. The final plans for Phase 1 have been submitted to the Construction Department.
- Bridge Inspections occur bi-annually – based on latest round of 22 inspections, all bridges are in satisfactory to excellent condition. Minor repairs are warranted and the design for that work is underway. Repairs are scheduled to later this calendar year.
- P&E has previously assessed the condition of existing guardrail throughout the District Roadways; repair and replacement work is on-going.
 - Guardrail repair needed along World Drive (inbound) under the ECD overpass. Scheduled for repair.
 - Preliminary planning for FY23 guardrail replacement projects has begun.
 - Guardrail repair needed along Bear Island Road. Repair completed.
 - Guardrail repair needed along Western Way (outbound). Scheduled for repair.
 - Guardrail replacement for GR#77 (along BVD (eastbound) at the intersection of Coronado Springs) has been completed.
 - Guardrail replacement for GR#93 (Hartzog Road (southbound). Replacement completed.
 - Guardrail replacement for GR#33 (WD (outbound) north of Osceola Pkwy). Repair completed.

ANNUAL QUALITY BASED PAVEMENT MANAGEMENT PROGRAM

- The final design plans for the pavement rehabilitation for Hartzog Road between the RCID property line and Western Way are complete. The Facilities Construction Team has scheduled this work for FY 22. A pre-bid conference was held in late March 2022. Post bid meetings were held on April 25, 2022. It is anticipated that construction will begin in August 2022. Construction is underway.
- Plans for the pavement rehabilitation of Buena Vista Drive (BVD) between Western Way and World Drive Interchange were completed in early 2021 and delivered to the Facilities Construction Team. Due to funding constraints, this project was divided into two phases with the north phase (resurfacing of BVD from Bridges 756026 & 027 north to World Drive) completed in August 2021. The Facilities Construction Team has scheduled the south phase, Western Way to Bridges 756026 & 756027, for construction in fiscal year 2022. The south phase pavement rehab will be bid together with the BVD / Western Way intersection improvements project as one project. A limited notice to proceed was issued to Watson Civil on March 14th. Construction is anticipated to begin in June 2022. Construction is underway.
- Plans for the pavement rehabilitation of Victory Way between Osceola Parkway and Buena Vista Drive are complete and were delivered to the Facilities Construction Team in early FY 21; construction is scheduled for fiscal year 2022. It is anticipated that the pavement rehab bid package will be issued to bidders in March 2022. A pre-bid conference was held in late March 2022. Post bid meetings were held on April 25, 2022. The Limited NTP was issued on May 25, 2022. It is anticipated that construction will begin in July 2022. Construction is underway.
- The design plans for the pavement rehabilitation on the southbound lanes of World Drive between Osceola Parkway and Epcot Center Drive are complete. That construction will be budgeted for FY23.
- The design plans for the pavement rehabilitation of BVD between All Star Resort / RCID Property Line and Western Way are complete.
- The scope and fee proposal from KCA for the pavement rehab design of Hartzog Road (North) from Ruby Red Lane to the RCID Property Line, including Flagler Avenue has been submitted for review. The design has been completed. The final plans have been submitted to the Construction Department.
- The design for the pavement rehab of BVD between Bridges 756020 & 756021 (just West of ERB (East) to the Riviera Entrance Driveway will begin in July 2022. Design has been completed. Due to funding constraints, a section of BVD approximately 400' east and east of the intersection with the Riviera Resort Entrance driveway will be constructed this fiscal year. This section will be considered Phase 1. The design has been completed. The final plans for Phase 1 have been submitted to the Construction Department.

TRAFFIC OPERATIONS

- Ten (10) traffic signal and ITS maintenance inspections were completed in December.
- ITS team responded to eight (8) after hour service requests.
- ITS team managed holiday traffic demands around Disney Springs and across property.

DESIGN MANAGEMENT

WORLD DRIVE NORTH PHASE 3

- The Final Design Contract was awarded to TLP Inc. at the April 2020 BOS meeting; the limited NTP was issued 4/23/2020.
- Final Design is complete and was delivered to the Facilities Construction Team as indicated below:
 - 100% Plans & Specifications for bidding were issued 9/15/2021.
 - SFWMD permit issued 12/2/2021.
 - In January of 2022, the adjacent landowner(s) requested minor modifications. In February the BOS approved a change order for the design contract.
 - It is anticipated these design changes will take 60-90 days to complete.
 - Constructability review meeting with each utility was conducted on June 27th. All comments are being addressed and adjustments to the plans to be completed August 2022.
 - A final bid set was issued to the RCID Construction & Purchasing teams early September of 2022.
 - Project is reviewing Construction Bids.

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

BRIDGE CROSSING AT PERIMETER CANAL

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

REPLACEMENT OF RE-USE LINE ACROSS PERIMETER CANAL

- Design for the removal and replacement of an existing RCES owned 48" Re-Use Line began in November of 2020. Due to the age of the existing line and RCES' lack of previous design and construction documentation, extensive field investigation was required delaying design.
- Final plans were completed in May 2021 and delivered to the Construction Team in June 2021.
- Construction is currently underway.

REPLACEMENT OF S-46 DECK STRUCTURE

- Annual WCS inspections revealed that the deck structure was failing due to the repeated use of this deck by excessively heavy utility traffic.
- Design for the replacement of this deck began in January 2020 and was completed March of 2020.
- Construction of this deck replacement has been delayed to allow for the installation of the Canal Bridge and 48" Re-Use line; details of those projects are outlined above.
- Upon completion of those two projects, deck replacement can be scheduled.

EXHIBIT A

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

LOG #40 – January through June and July through December 2022

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
3/23/22	From RCID to Holiday Inn Club Vacations Inc./F/K/A Orange Lake Country Club, Inc.	Non-Exclusive Permanent Easement Agreement	Easement for drainage conveyance – southernmost end of Hartzog Road For the purpose of: (i) operating and maintaining a stormwater drainage conveyance system (the “work”); and in connection therewith (ii) access to and from the Easement Area, over and across adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.
4/7/22	From RCID to Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth	Non-Exclusive Temporary Easement Agreement	TCE – Advent Health OSed at Hartzog Road & Pond For the purpose of: (i) minor grading near a stormwater pond, along with construction and installation of a potable watermain and two driveway connections (the “Work”); and, in accordance with the right of way utilization permit application; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.
5/11/22	To RCID from Flamingo	Non-Exclusive Permanent	Access Easement – for Hartzog Road Pedestrian Bridge

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
	Crossings, LLC	Easement Agreement	For the purpose of: (i) providing access, ingress and egress, vehicular, pedestrian and otherwise, over, across, upon and through the Easement Area (the "Access Path"); 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.
5/10/22	From RCID to Drury Development Corp.	Non-Exclusive Temporary Easement Agreement	TCE extension to Drury Devl. Corp. for driveway modifications along Hotel Plaza Blvd. For the purpose of completing the work on, over, under and across the Easement Area in accordance with the permitted use.
7/5/22	From RCID to Walt Disney Parks and Resorts U.S., Inc.	Non-Exclusive Temporary Easement Agreement	TCE to WDP&R for sidewalk at Lime Garage For the purpose of: (i) constructing and installing a sidewalk; and, in accordance with the corridor utilization permit application,(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.
7/18/22	From RCID to Bellsouth Telecommunications, LLC d/b/a AT&T Southeast	Non-Exclusive Temporary Easement Agreement	TCE to AT&T for Hartzog Road Relocate communication lines. For the purpose of: (i) constructing and installing underground conduit, communication lines and pull boxes (the "Communication Line"); and, in accordance with toe corridor utilization permit application; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
			other designated portions of the Property as Grantor may designate from time to time.
8/30/22	From RCID to Orange County	Non-Exclusive Permanent Utility Easement Agreement	<p>Permanent Utility Easement to Orange County</p> <p>Grantee desires (i) non-exclusive permanent easements on, under and across (a) an area of the Property a part of 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 to make 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 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.</p>
10/26/22	RCID & State of Florida	Non-Exclusive Temporary	TCE to FDOT for utility demolition at Hotel Plaza Blvd.

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
	Department of Transportation	Easement Agreement	For the purpose of (i) ingress and egress access and wet utility modifications and, in accordance with the corridor utilization permit application, and (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.
10/27/22	From RCID to State of Florida Department of Transportation	Non-Exclusive Temporary Easement Agreement	<p>TCE to FDOT for drainage pipe repair and erosion at the C1 Canal.</p> <p>For the purpose of: (i) repairing and/or replacing (with substantially similar pipe and related equipment) the FDOT Facilities, (ii) ingress and egress to and from the Easement Area (as designated herein), and (iii) a temporary laydown/storage area for construction equipment and facilities required to complete the repairs to/replacement of the FDOT Facilities.</p>
12/21/22	From RCID to Walt Disney Parks and Resorts U.S., Inc.	Non-Exclusive Temporary Easement Agreement	<p>TCE to WDP&R for emergency repair along Buena Vista Drive.</p> <p>For the purpose of (i) emergency repairs to the irrigation main and appurtenant underground irrigation facilities and, in accordance with the right of way utilization permit application, (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of Property as Grantor may designate from time to time.</p>

PERMANENT EASEMENT AGREEMENT

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

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 ("**Grantor**") and **HOLIDAY INN CLUB VACATIONS INCORPORATED F/K/A Orange Lake Country Club, Inc.**, a Delaware corporation ("**HICV**"), whose mailing address is 9271 South John Young Parkway, Orlando, Florida 32819 ("**Grantee**").

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Easement Area**"), for the purpose of: (i) operating and maintaining a stormwater drainage conveyance system (the "**Work**"); and, in connection therewith (ii) access to and from the Easement Area, over and across adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (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 Work (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 Work 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 Work 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 Work 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 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 (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 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 Permanent Easement

Agreement and the relocation, alteration or modification of the Easement Area or the Work, in whole or in part. If any or all of the Easement Area or the Work are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Work 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 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 repair, replacement, maintenance, or operation of the Work;

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

in or on the Easement Area, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

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

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

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

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

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

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

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnities 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 Indemnities 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 Indemnities, without any obligation on the part of Grantor or such Indemnitee or Indemnities 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 Indemnities 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 Indemnities' 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 Indemnities (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's Work, arising out of or related to Grantor's or the Indemnities' use of or activities within the Easement Area.

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

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

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

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

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 PAGE]

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:

SAMUEL A. DUHS (Signature)

SAMUEL A. DUHS (Print Name)

Tara Urdininea (Signature)

Tara Urdininea (Print Name)

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation

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

Dated: 3/23/22

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 March, 2022, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public

Name typed, printed or stamped
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

HOLIDAY INN CLUB VACATIONS INCORPORATED,
a Delaware corporation

Nina M. Pallatt (Signature)
Nina M. Pallatt (Print Name)

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

Ashley McGuire (Signature)
Ashley McGuire (Print Name)

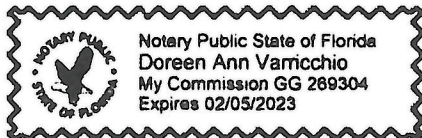
Its: Sr. Vice President (Title)

Dated: 3/14/22

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of March, 2022, by Michael J. Thompson, as Sr. Vice President of **HOLIDAY INN CLUB VACATIONS INCORPORATED**, a Delaware corporation, on behalf of the corporation. He is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]



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

EXHIBIT "A"

Description of Permanent Easement Area (1 of 2)

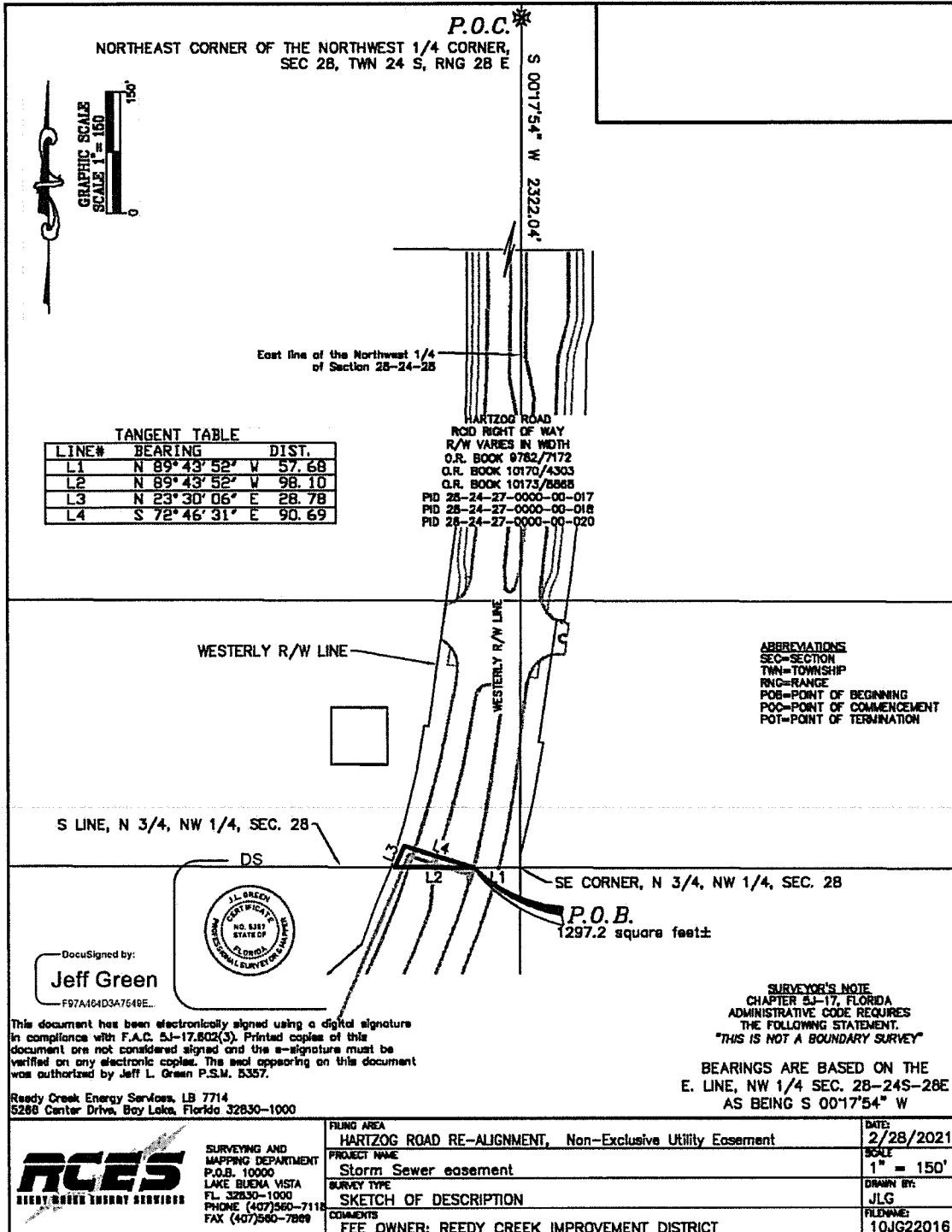
STORM SEWER EASEMENT

A parcel of land lying in Section 28, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 corner of said Section 28, run along the East line of the Northwest 1/4 of said Section 28, S 00°17'54" W, 2322.04 feet to the Southeast corner of the North 3/4 of the Northwest 1/4 of said Section; thence run along the South line of the North 3/4 of the Northwest 1/4 of said Section the following two courses; N 89°43'52" W, 57.68 feet to the Point of Beginning; thence N 89°43'52" W, 98.10 feet; thence N 23°30'06" E, 28.78 feet; thence S 72°46'31" E, 90.69 feet to the Point of Beginning, containing 1297.2 square feet, more or less

EXHIBIT "A"

Description of Permanent Easement Area (2 of 2)



NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (“**Grantor**”), and **ADVENTIST HEALTH SYSTEM/SUNBELT, INC. d/b/a AdventHealth**, a Florida not-for-profit corporation, whose mailing address is 1919 N. Orange Avenue, Suite E, Orlando, Florida 32804, Attention Director of Real Estate – Central Florida Division (“**Grantee**”).

W I T N E S S E T H:

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

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

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

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

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

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on **June 30, 2023** (the “**Termination Date**”). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. 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 are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Work. If any or all of the Easement Area or the Work are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Work, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

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

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

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

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

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

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

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

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

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

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

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

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

7. Condition of Easement Area; Indemnity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Grantor:

Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170

Attn: District Administrator
Facsimile: (407) 934-6200

With a copy to:

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

If to Grantee:

Adventist Health Systems/Sunbelt, Inc.
1919 N. Orange Avenue, Suite E
Orlando, Florida 32804
Attn: Director of Real Estate – Central Florida Division

With a copy to:

AdventHealth Orlando
550 East Rollins Street, 6th Floor
Orlando, Florida 32803
Attn: Central Florida Division Chief Legal Officer

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:

 (Signature)

SAMUEL A. DUHS (Print Name)

 (Signature)

Debbie Reich (Print Name)

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation

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

Dated: 4/7/22

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of April, 2022, by John H. Classe, Jr., as District Administrator of the REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]




Notary Public

Name typed, printed or stamped
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

ADVENTIST HEALTH SYSTEM/SUNBELT, INC.
d/b/a AdventHealth, a Florida not-for-profit corporation

[Signature] (Signature)

Jessica Dishik (Print Name)

[Signature] (Signature)

Lisa Barrett (Print Name)

By: Tim Burnell (Signature)

Tim Burnell (Print Name)

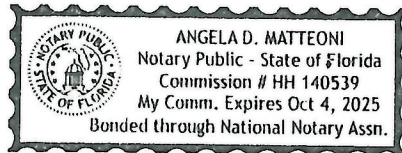
Its: Senior Vice President (Title)

Dated: March 29, 2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of March, 2022, by Tim Burnell, as Senior V.P. of AdventHealth, a Florida not-for-profit corporation, on behalf of the corporation. He is ☐ personally known to me or ☐ produced n/a as identification.

[Notary Seal]



[Signature]
Notary Public
Angela D. Matteoni
Name typed, printed or stamped
My Commission Expires: 10.04.25

EXHIBIT "A"

Description of Temporary Easement Area



EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

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

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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

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

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

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

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

15. Special Instructions:

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

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

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

PRINT NAME

Contact number (____) _____

Submitted By:

Printed Name of Permittee Date

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

Signature of Permittee

Approved by:

RCID Engineer or Authorized Representative Date

ISSUED FOR:

Modified 08.03.18

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____
DATE _____

Modified 08.03.18

**PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

Modified 08.03.18

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

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 **FLAMINGO CROSSINGS, LLC**, a Florida limited liability company, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830-1000 ("Grantor"), and the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the fee owner of certain real property located in Orange County, Florida (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) providing access, ingress and egress, vehicular, pedestrian and otherwise, over, across, upon and through the Easement Area (the "Access Path"); 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 (its successors and assigns), 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 permitted successors and assigns, 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 Access Path (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.

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 Access Path 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 Access Path 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 Access Path to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantor's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release (in recordable form) of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this 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 Access Path 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 Permanent Easement Agreement and the relocation, alteration or modification of the Easement Area or the Access Path, in whole or in part. If any or all of the Easement Area or the Access Path is to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantor's sole cost and expense) promptly 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 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, 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 Access Path, 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 repair, replacement, maintenance, or operation of the Access Path;

h) after completion of any repair or replacement work with respect to the Access Path (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 or its assigns. 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 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 (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, 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, 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, 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 or the Property; (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, 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, 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 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 Permanent Easement Agreement. 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.

a) 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.

b) 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, 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; provided, however, that Grantee may assign this Permanent Easement Agreement to another affiliated entity of the named Grantee, provided that the Easement Area is used for the same use set forth herein. Whenever and wherever the term "successors and assigns" is used in this Permanent Easement Agreement, it shall mean only those successors and assigns who acquire their interest in accordance with and subject to this Paragraph 8.

9. **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 facilities, 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:

Flamingo Crossings, LLC
c/o Walt Disney Parks and Resorts U.S., Inc.
Team Disney, 4th Floor
1375 Buena Vista Drive
Lake Buena Vista, Florida 32830
Attn: Vice President, Real Estate
Facsimile: (407) 934-8889

With a copy to:

Walt Disney World Resort Legal Department
Team Disney, 4th Floor
1375 Buena Vista Drive

Lake Buena Vista, Florida 32830
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee:

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

With a copy to:

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

11. **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.

12. **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.

13. **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.

14. **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, successors and assigns.

15. **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.

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.

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").

Signed, sealed and delivered
in the presence of:

FLAMINGO CROSSINGS, LLC
a Florida limited liability company

Karen Balcerak (Signature)
Karen Balcerak (Print Name)
Brandi Ferrone (Signature)
Brandi Ferrone (Print Name)
As to Grantor

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

By: [Signature] (Signature)

Name: Page P. Pierce
Title: Manager

Dated: May 12, 2022

STATE OF FLORIDA

COUNTY OF ORANGE


The foregoing Permanent Easement Agreement was acknowledged before me by means of X physical presence or online notarization, this 12th day of May, 2022 by Page P. Pierce as Manager of Walt Disney Imagineering Research & Development, Inc., a Delaware corporation, the Manager of FLAMINGO CROSSINGS, LLC, a Florida limited liability company, on behalf of the company. He/She [X] is personally known to me or [] has produced as identification.

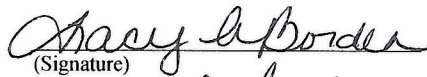


Brandi Ferrone
Notary Public
Print Name: Brandi Ferrone
My Commission Expires: 3/14/2026

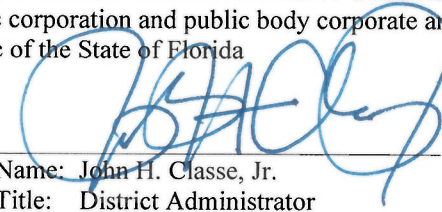
[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:


(Signature)
SAMUEL A. DUHS
(Printed Name)


(Signature)
Tracy A. Borden
(Printed Name)

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

By: 
Name: John H. Classe, Jr.
Title: District Administrator

Dated: 5/11/22

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

The foregoing Temporary Easement Agreement was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 11 day of May, 2022, by John H. Classe, Jr., as District
Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body
corporate and politic of the State of Florida, on behalf thereof, who is ☒ personally known to me or ☐ presented
_____ as identification.

(Set forth type of identification presented, if applicable).


Signature of Notary Public-State of Florida

(AFFIX STAMP)

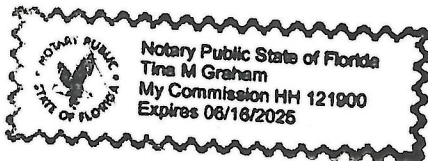


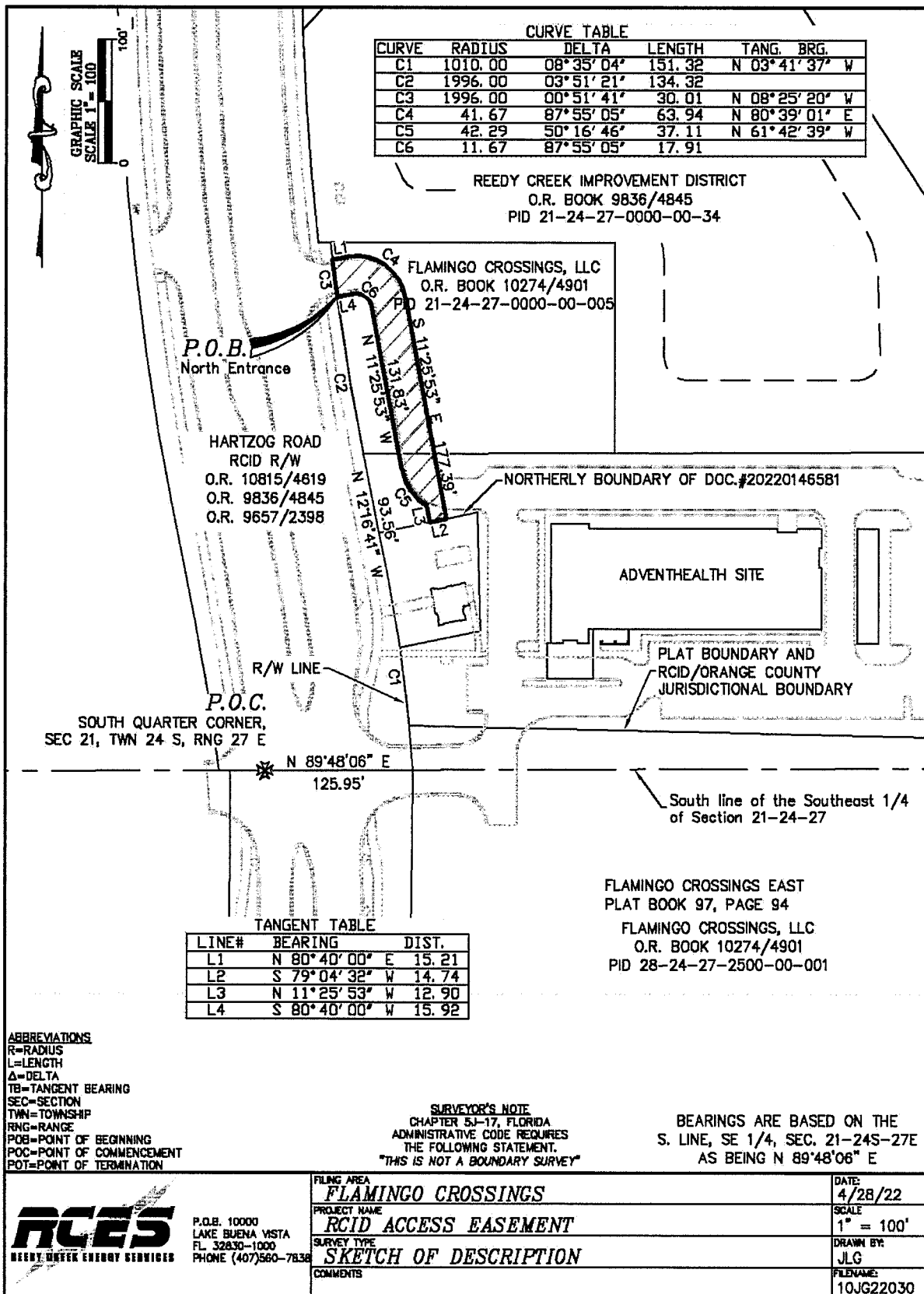
EXHIBIT "A"

Description of Easement Area

DESCRIPTION

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 Southeast 1/4 of said Section 21, N 89°48'06" E, 125.95 feet, to a point on the Easterly right of way line of Hartzog Road as described in Official Records Book 9657, Page 2398, Book 9836, Page 4845 and Book 10815, Page 4619 of the Public Records of Orange County Florida and a point on a non-tangent curve concave Westerly having a radius of 1010.00 feet, and a central angle of 08°35'04"; thence from a tangent bearing of N 03°41'37" W run Northerly along the arc of said curve and right of way line, 151.32 feet; thence continue along said right of way line the following three courses; N 12°16'41" W, 93.56 feet to a point of curvature of a curve concave Easterly having a radius of 1996.00 feet, and a central angle of 03°51'21"; thence run Northerly along the arc of said curve, 134.32 feet to the Point of Beginning; and a point on a non-tangent curve concave Easterly having a radius of 1996.00 feet, and a central angle of 00°51'41"; thence from a tangent bearing of N 08°25'20" W run Northerly along the arc of said curve, 30.01 feet; thence N 80°40'00" E, 15.21 feet to a point on a non-tangent curve concave Southwesterly having a radius of 41.67 feet, and a central angle of 87°55'05"; thence from a tangent bearing of N 80°39'01" E run Southeasterly along the arc of said curve, 63.94 feet; thence S 11°25'53" E, 177.39 feet; thence run along the Northerly boundary of a deed recorded in document number 20220146581 of the Public Records of Orange County Florida, S 79°04'32" W, 14.74 feet; thence N 11°25'53" W, 12.90 feet to a point on a non-tangent curve concave Northeasterly having a radius of 42.29 feet, and a central angle of 50°16'46"; thence from a tangent bearing of N 61°42'39" W run Northwesterly along the arc of said curve, 37.11 feet; thence N 11°25'53" W, 131.83 feet to a point of curvature of a curve concave Southwesterly having a radius of 11.67 feet, and a central angle of 87°55'05"; thence run Northwesterly along the arc of said curve, 17.91 feet; thence S 80°40'00" W, 15.92 feet to the Point of Beginning.



AMENDMENT TO NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS AMENDMENT TO NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (this “**Amendment**”) is made effective as of the 17 day of May, 2022 (the “**Amendment Effective Date**”), by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (“**Grantor**”), and **DRURY DEVELOPMENT CORPORATION**, a Missouri corporation, whose mailing address is 721 Emerson Road, Suite 200, St. Louis, Missouri 63141 (“**Grantee**”). Grantor and Grantee may be referred to in this Amendment individually as a “Party” or collectively as the “Parties”.

WITNESSETH:

WHEREAS, Grantor and Grantee entered into that certain Non-Exclusive Temporary Easement Agreement, having an effective date of November 29, 2018 (the “**Agreement**”), for purpose of completing the Work (as defined in the Agreement) on, over, under and across the Easement Area (as defined in the Agreement) in accordance with the permitted use (as defined in the Agreement); and

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

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

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

2. **Term.** The Termination Date (as defined in the Agreement) of the Agreement is hereby extended for an additional ten (10) full calendar months, and shall now terminate on **June 30, 2023**, subject to the termination right afforded to each Party in the Agreement.

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

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

5. **Counterparts.** This Amendment shall not be binding upon either Party unless and until both Parties shall have executed and delivered a fully executed duplicate original of this Amendment. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and same agreement binding upon the Parties, notwithstanding that all the Parties are not signatories to the same counterpart. In order to facilitate the agreements contemplated by this Amendment, signatures transmitted by facsimile machine or signatures transmitted

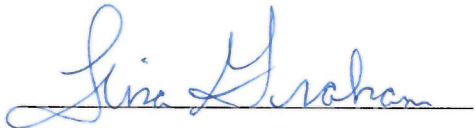
via e-mail in a "PDF" format may be used in place of original signatures on this Amendment, and each Party shall be bound by such Party's facsimile or "PDF" format signature as if it were an original signature.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Amendment to be duly executed on or as of the Amendment Effective Date.

WITNESSES:



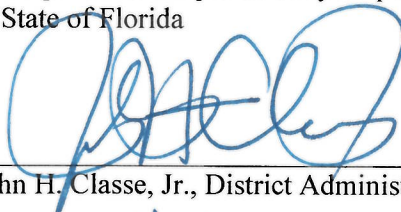
Printed Name: SAMUEL A. DUHS



Printed Name: Tina Graham

GRANTOR:

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

By: 

John H. Classe, Jr., District Administrator

Date: 5/10/22

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Jared Barbee

Printed Name: Jared Barbee

Cheryl Kern

Printed Name: Cheryl Kern

GRANTEE:

DRURY DEVELOPMENT CORPORATION, a
Missouri corporation

By: Mark A. Kohl

Name: Mark A. Kohl

Title: Vice President

Date: 5/17/22

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT ("Temporary Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 ("Grantor"), and **WALT DISNEY PARKS AND RESORTS U.S., INC.**, whose mailing address is Post Office Box 10000, Lake Buena Vista, Florida 32820 ("Grantee").

W I T N E S S E T H:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the purpose of: (i) constructing and installing a sidewalk (the "Sidewalk"); 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 Sidewalk 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 Sidewalk in accordance with Section 3 hereof, or (ii) **September 30, 2022**. 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 Sidewalk, 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 Sidewalk 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 Sidewalk 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 six (6) 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 Sidewalk 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 Sidewalk 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 Sidewalk. If any or all of the Easement Area or the Sidewalk is to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Sidewalk, 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 Sidewalk, 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 Sidewalk;

h) after completion of any repair or replacement work with respect to the permitted use of the

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

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

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

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

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

date of this Temporary Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

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

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

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

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

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

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

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

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

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

10. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary Easement Agreement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder. This Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or

conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.

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

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

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

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

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

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

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

15. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction.

The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

Mary A Borden (Signature)
Tracy A Borden (Print Name)
[Signature] (Signature)
Christopher Quinn (Print Name)

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

Dated: 7/5/22

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of July, 2022, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public

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

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

WALT DISNEY PARKS & RESORTS U.S., INC.

[Signature] (Signature)
LOWELL FLATFORD (Print Name)

[Signature] (Signature)
CAROLYN KIRSCH (Print Name)

By: [Signature] (Signature)

SEAN ROBERTS (Print Name)

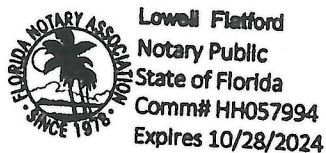
Its: Vice President (Title)

Dated: 7/12/2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of JULY, 2022, by SEAN ROBERTS, as VICE PRESIDENT of WALT DISNEY PARKS & RESORTS U.S., INC. a FLORIDA CORPORATION 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
LOWELL FLATFORD
Name typed, printed or stamped
My Commission Expires: 10/28/24

EXHIBIT "A"

Description of Temporary Easement Area

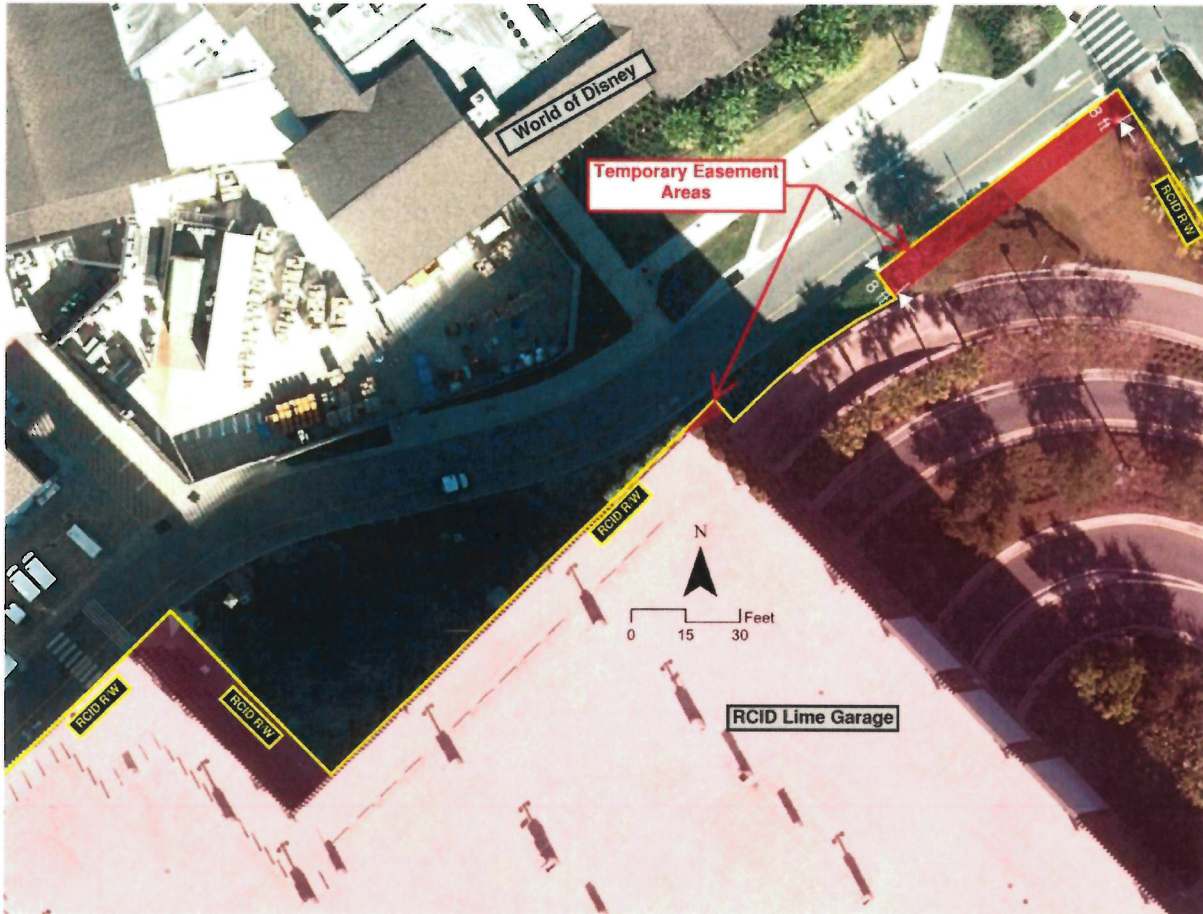


EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

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

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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

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

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

3. The office of RCID's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to RCID prior to commencement of the Work.
5. All Work, including materials and equipment, must meet RCID standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all RCID property shall be restored to its original condition, to the extent practicable, in keeping with RCID specifications and in a manner satisfactory to RCID.
7. Installations shall conform to RCID's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to RCID's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the

issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.

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

15. Special Instructions:

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

contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.

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

PRINT NAME

Contact number (____) _____

Submitted By:

Printed Name of Permittee

Date

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

Signature of Permittee

Approved by:

RCID Engineer or Authorized Representative

Date

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____
DATE _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

Record and Return to:

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

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ii) Grantee shall promptly deliver to Grantor and such Indemnatee 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 Indemnatee 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.

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 Indemnatee's or Indemnitees' willful misconduct).

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

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

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

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

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

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

defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's _____, arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

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

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

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

If to Grantee: _____
Attn: _____
Facsimile: () _____

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

_____ (Signature)

By: _____ (Signature)

_____ (Print Name)

John H. Classe, Jr., District Administrator

Dated: _____

_____ (Signature)

_____ (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____ (Signature)

(Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Description of Permanent Easement Area

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“Temporary Easement Agreement”) is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (“**Grantor**”), and **BELLSOUTH TELECOMMUNICATIONS LLC**, a Georgia limited liability company, d/b/a AT&T Southeast, whose mailing address is 450 North Goldenrod Avenue, Orlando, Florida 32809 (“**Grantee**”).

WITNESSETH:

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

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

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

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

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

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this “Easement”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the “Termination Date”) which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Communication Line in accordance with Section 3 hereof, or (ii) **October 31, 2022**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Grantor:

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

With a copy to:

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

If to Grantee:

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

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

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

15. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth

Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

Samuel A. Dums (Signature)
SAMUEL A. DUMS (Print Name)
Kathryn K. Kolbo (Signature)
KATHRYN K. KOLBO (Print Name)

By: *John H. Classe, Jr.* (Signature)
John H. Classe, Jr., District Administrator
Dated: 7/18/22

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 July, 2022, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]



Tracy A. Borden
Notary Public
Tracy A. Borden
Name typed, printed or stamped
My Commission Expires: 9/9/2023

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

BELLSOUTH TELECOMMUNICATIONS LLC,
a Georgia limited liability company

Negroni (Signature)
Negroni Torres (Print Name)

A Torres (Signature)
Hannah Torres (Print Name)

By: Robert Alan Reynolds (Signature)

ROBERT ALAN REYNOLDS (Print Name)

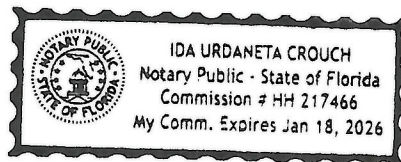
Its: MGR OSP PLNG & ENG DESIGN (Title)

Dated: 7-8-2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of July, 2022, by Robert Alan Reynolds, as manager of BELLSOUTH TELECOMMUNICATIONS LLC, a Georgia Limited Liability Company Inc., on behalf of the company. He/She is ☐ personally known to me or ☒ produced FWD as identification.

[Notary Seal]



Ida Urdaneta Crouch
Notary Public

Name typed, printed or stamped

My Commission Expires: January 18, 2026

EXHIBIT "A"

Description of Temporary Easement Area

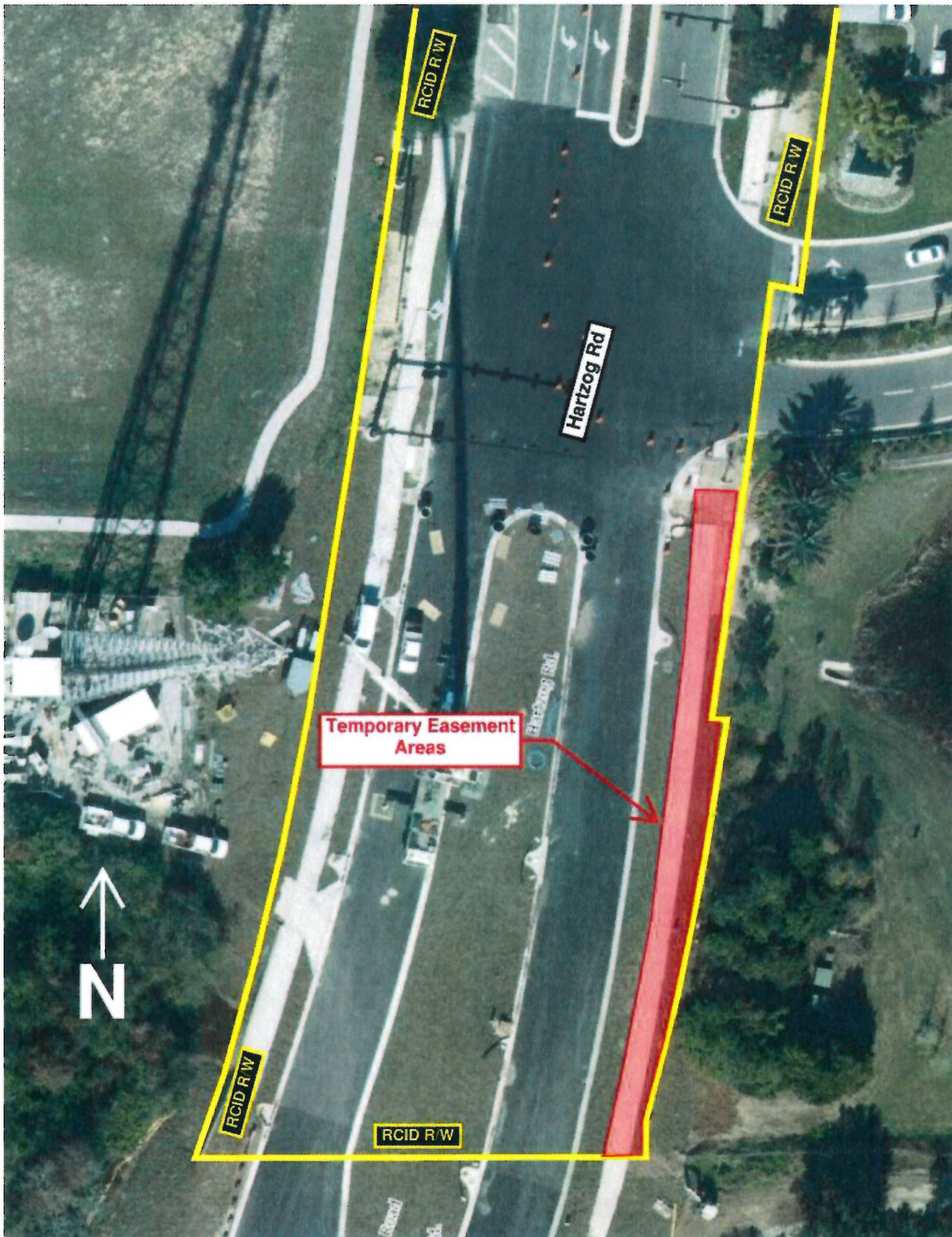


EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

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

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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

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

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

3. The office of RCID's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to RCID prior to commencement of the Work.
5. All Work, including materials and equipment, must meet RCID standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all RCID property shall be restored to its original condition, to the extent practicable, in keeping with RCID specifications and in a manner satisfactory to RCID.
7. Installations shall conform to RCID's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to RCID's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the

- issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.
10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.
 11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.
 12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor (as determined in the sole discretion of the District Administrator of RCID), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon, as required by the District Administrator of RCID. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain _____ document between RCID and _____, dated _____, and, if recorded, filed in the records of _____ County, Book _____, Page _____.
 13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with RCID's construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID's contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "Law" or the "Laws", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
 14. Special Conditions:

 15. Special Instructions:

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

contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.

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

PRINT NAME

Contact number (____)_____

Submitted By:

Printed Name of Permittee

Date

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

Signature of Permittee

Approved by:

RCID Engineer or Authorized Representative

Date

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____
DATE _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

Record and Return to:

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

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Condition of Easement Area; Indemnity.

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

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

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

ii) Grantee shall promptly deliver to Grantor and such Indemnatee 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 Indemnatee 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.

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 Indemnatee's or Indemnitees' willful misconduct).

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

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

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

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

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

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

defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's _____, arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

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

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

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

If to Grantee: _____

Attn: _____
Facsimile: () _____

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

____ (Signature)

By: _____ (Signature)

____ (Print Name)

John H. Classe, Jr., District Administrator

____ (Signature)

Dated: _____

____ (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____ (Signature)

(Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Description of Permanent Easement Area

SEP 27 2022

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

DOC# 20220608507
10/06/2022 03:17:44 PM Page 1 of 27
Rec Fee: \$231.00
Deed Doc Tax: \$0.70
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY REAL ESTATE



NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

contemporaneous oral notification to Grantor describing the nature of the emergency and the work to be performed and, within 72 hours of beginning the work, requests a Right-of-Way Permit for such work. In addition, Grantee shall comply with all applicable governmental permitting requirements, and will obtain all required permits prior to initiation of work within the Easement Area. Grantee acknowledges that Grantee's access to the Easement Area and for ingress and egress across Grantor's Property is subject at all times to the strict compliance by Grantee, including Grantee's Representatives during the performance of their work, with all security provisions, rules and regulations of Grantor in effect at the time of the work.

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

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

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

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

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use of the Easement Area, and to perform any repair or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Condition of Easement Area; Indemnity.** Grantee acknowledges that it (i) had the opportunity to physically inspect the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GRANTOR:

WITNESSES TO GRANTOR:

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation

Sam DMS (Signature)

By: *[Signature]* (Signature)

SAMUEL A. DVHS (Print Name)

John H. Classe, Jr. District Administrator

Dated: 8/30/22

Mayla Borden (Signature)

Tracy A Borden (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of August, 2022, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☒ personally known to me or ☐ produced as identification.

[Notary Seal]

[Signature]
Notary Public



Name typed, printed or stamped
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]



GRANTEE:

ORANGE COUNTY

By: Board of County Commissioners

By: *Byronne B. Brinkley*
By *AJ* Jerry L. Demings
County Mayor

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

By: *Lakela Louis*
for Deputy Clerk

Lakela Louis
Printed Name

EXHIBIT "A-1"
Description for Potable Water Easement Area

LEGAL DESCRIPTION

PROJECT: #12-E-001
NAME: Hartzog Road

DESCRIPTION**16" POTABLE WATER MAIN 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 Northeast corner of the Northwest 1/4 of said Section 28, run along the East line of the Northwest 1/4 of said Section 28, S 00°17'54" W, 2322.04 feet, to the Southeast corner of the North 3/4 of the Northwest 1/4 of said Section and a point on the Southerly right of way line of Hartzog Road 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 and the Point of Beginning; thence run along said right of way line and the South line of the North 3/4 of the Northwest 1/4 of said Section, N 89°43'52" W, 24.51 feet to a point on a non-tangent curve concave Westerly having a radius of 1155.00 feet, and a central angle of 05°00'54"; thence from a tangent bearing of N 16°15'10" E run Northerly along the arc of said curve, 101.09 feet; thence N 37°37'41" W, 95.02 feet; thence N 54°23'08" E, 20.01 feet; thence S 37°37'41" E, 103.35 feet to a point on the aforesaid Easterly right of way line and a point on a non-tangent curve concave Westerly having a radius of 1175.00 feet, and a central angle of 04°29'37"; thence from a tangent bearing of S 10°47'36" W run Southerly along the arc of said curve and right of way line, 92.15 feet; thence continue along said right of way line and the East line of the Northwest 1/4 of said Section, S 00°17'54" W, 13.58 feet to the Point of Beginning.

Containing 4082 square feet, more or less.

REVISED: 7/19/22



P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-834-2888

Ready Creek Energy Services, LB 7714
 6300 Center Drive, Bay Lake, Florida 32830-1000

DATE	3/9/22
BY	JLC
CHECKED BY	JLC
DATE	10/02/2015
SHEET	1 OF 2

EXHIBIT "A-1"
Description for Potable Water Easement Area

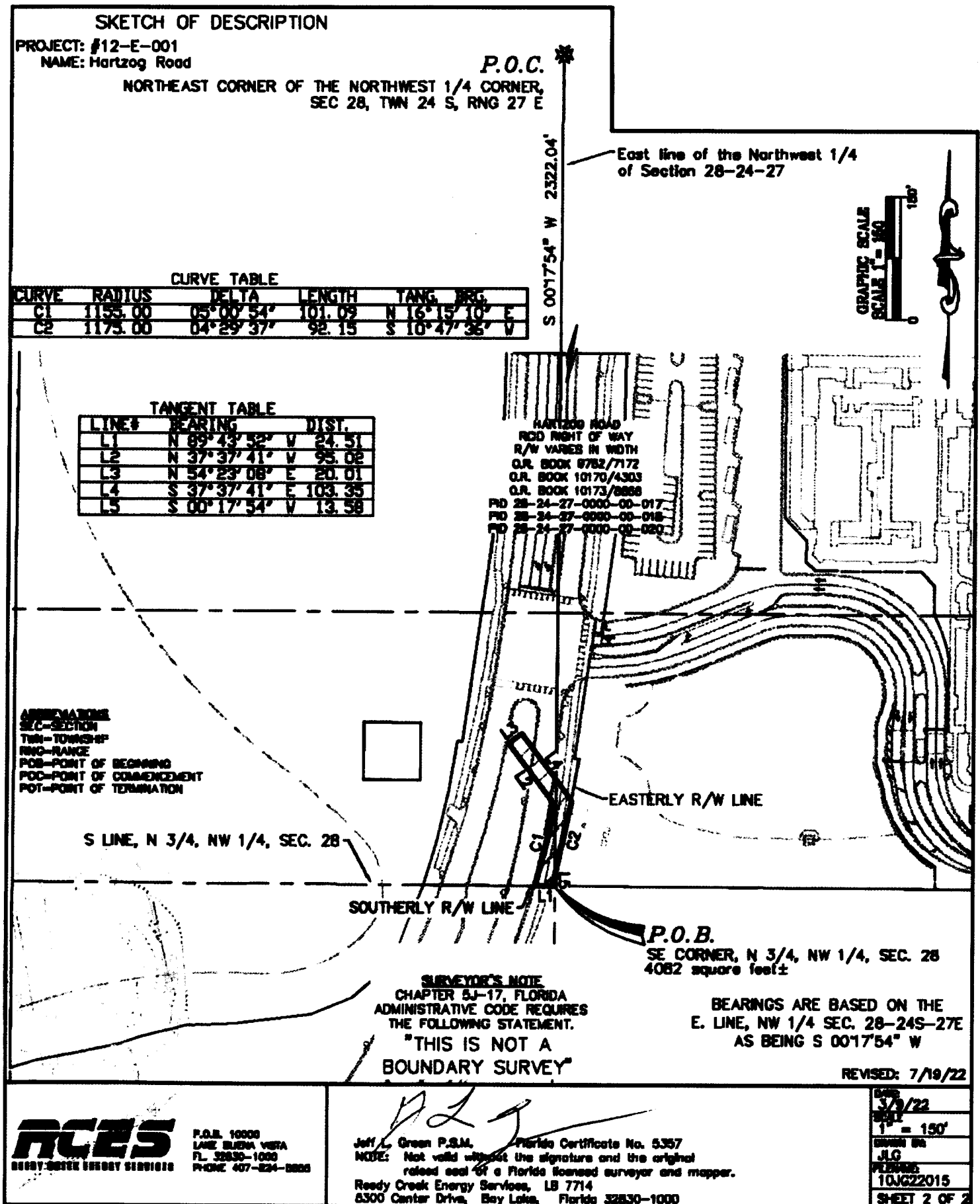


EXHIBIT "A-2"
Description for Reuse Water Easement Area

LEGAL DESCRIPTION

PROJECT: #12-E-001
NAME: Hartzog Road

DESCRIPTION**12" SANITARY SEWER FORCE MAIN**

A parcel of land lying in Section 24, Township 28 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 28, run along the East line of the Northwest 1/4 of said Section 28, S 00°17'54" W, 2322.04 feet to the Southeast corner of the North 3/4 of the Northwest 1/4 of said Section; thence run along the South line of the North 3/4 of the Northwest 1/4 of said Section and a point on the Southerly right of way line of Hartzog Road 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; thence run along said line the following two courses, N 89°43'52" W, 142.53 feet to the Point of Beginning; thence N 89°43'52" W, 17.92 feet to the Westerly right of way line of Hartzog Road 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 and a point on a non-tangent curve concave Westerly having a radius of 1025.00 feet, and a central angle of 10°03'58"; thence from a tangent bearing of N 18°20'45" E run Northerly along the arc of said curve and right of way line, 180.08 feet; thence continue along said line the following two courses; S 81°43'13" E, 5.50 feet; thence N 08°16'47" E, 32.49 feet; thence departing said right of way line run, N 57°33'18" E, 29.90 feet; thence S 11°04'30" W, 50.33 feet to a point of curvature of a curve concave Westerly having a radius of 1079.06 feet, and a central angle of 09°33'58"; thence run Southerly along the arc of said curve, 180.16 feet to the Point of Beginning.

Containing 4688 square feet, more or less.

REVISED: 7/19/22



P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-9886

Ready Creek Energy Services, LB 7714
 6300 Center Drive, Bay Lake, Florida 32830-1000

DATE
 3/9/22
 SCALE
 1" = 150'
 DRAWN BY
 J.G.
 PLANNED
 10JG22013
 SHEET 1 OF 2

EXHIBIT "A-2"
Description for Reuse Water Easement Area

SKETCH OF DESCRIPTION

PROJECT: #12-E-001
 NAME: Hartzog Road

P.O.C.
 NORTHEAST CORNER OF THE NORTHWEST 1/4 CORNER,
 SEC 28, TWN 24 S, RNG 27 E

East line of the Northwest 1/4
 of Section 28-24-27

CURVE TABLE

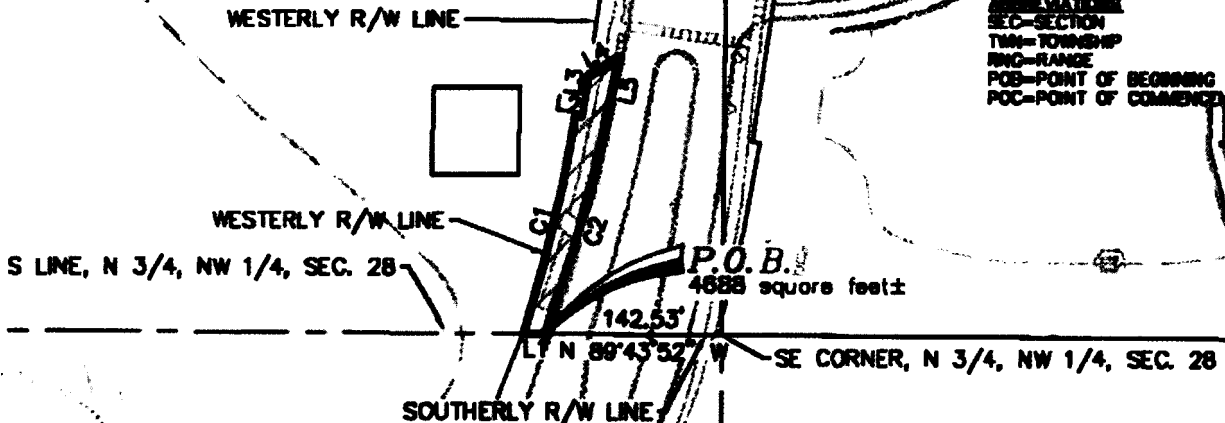
CURVE	RADIUS	DELTA	LENGTH	TANG. BEG.
C1	1025.00	10° 03' 58"	180.08	N 18° 20' 45" E
C2	1079.06	09° 33' 58"	180.16	S 11° 04' 30" W

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 89° 43' 52" W	17.92
L2	S 81° 43' 13" E	5.50
L3	N 08° 16' 47" E	32.49
L4	N 57° 33' 18" E	29.90
L5	S 11° 04' 30" W	50.33

HARTZOG ROAD
 ROAD RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 8782/7172
 O.R. BOOK 18170/4303
 O.R. BOOK 18173/8888
 PD 28-24-27-0000-00-017
 PD 28-24-27-0000-00-018
 PD 28-24-27-0000-00-020

GRAPHIC SCALE
 SCALE 1" = 150'



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

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, NW 1/4 SEC. 28-24S-27E
 AS BEING S 00°17'54" W

REVISED: 7/19/22

ACES
 READY CREEK ENERGY SERVICES

P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-5888

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

DATE
 3/9/22
 BY
 J.L.G.
 1" = 150'
 SHEET 2 OF 2

EXHIBIT "A-3"
Description for Sanitary Sewer Easement Area

LEGAL DESCRIPTION

PROJECT: #12-E-001
NAME: Hartzog Road

DESCRIPTION**12" SANITARY SEWER FORCE MAIN**

A parcel of land lying in Section 24, Township 28 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 28, run along the East line of the Northwest 1/4 of said Section 28, S 00°17'54" W, 2322.04 feet to the Southeast corner of the North 3/4 of the Northwest 1/4 of said Section; thence run along the South line of the North 3/4 of the Northwest 1/4 of said Section and a point on the Southerly right of way line of Hartzog Road 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; thence run along said line the following two courses, N 89°43'52" W, 142.53 feet to the Point of Beginning; thence N 89°43'52" W, 17.92 feet to the Westerly right of way line of Hartzog Road 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 and a point on a non-tangent curve concave Westerly having a radius of 1025.00 feet, and a central angle of 10°03'58"; thence from a tangent bearing of N 18°20'45" E run Northerly along the arc of said curve and right of way line, 180.08 feet; thence continue along said line the following two courses; S 81°43'13" E, 5.50 feet; thence N 08°16'47" E, 32.49 feet; thence departing said right of way line run, N 57°33'18" E, 29.90 feet; thence S 11°04'30" W, 50.33 feet to a point of curvature of a curve concave Westerly having a radius of 1079.06 feet, and a central angle of 09°33'58"; thence run Southerly along the arc of said curve, 180.16 feet to the Point of Beginning.

Containing 4688 square feet, more or less.

REVISED: 7/19/22



P.O.B. 10000
LAKE BUENA VISTA
FL. 32830-1000
PHONE 407-824-9888

Ready Creek Energy Services, LB 7714
6300 Center Drive, Bay Lake, Florida 32830-1000

DATE	3/9/22
SCALE	1" = 150'
DRAWN BY	JLO
CHECKED BY	JLO
PROJECT	10JG22013
SHEET	1 OF 2

EXHIBIT "A-3"
Description for Sanitary Sewer Easement Area

SKETCH OF DESCRIPTION

PROJECT: #12-E-001
 NAME: Hartzog Road

P.O.C.
 NORTHEAST CORNER OF THE NORTHWEST 1/4 CORNER,
 SEC 28, TWN 24 S, RNG 27 E

East line of the Northwest 1/4
 of Section 28-24-27

CURVE TABLE

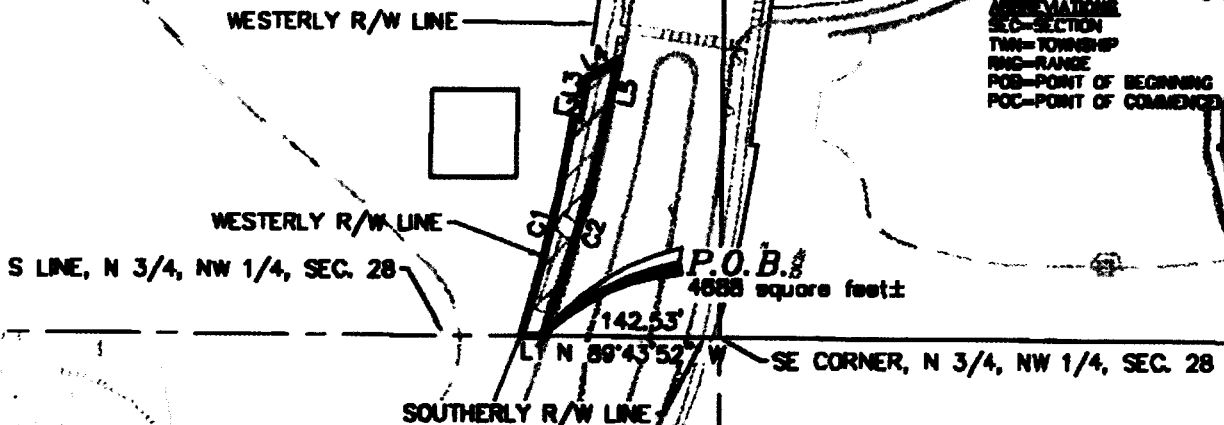
CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1025.00	10° 03' 58"	180.08	N 18° 20' 45" E
C2	1079.06	09° 33' 58"	180.16	S 11° 04' 30" V

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 89° 43' 52" V	17.92
L2	S 81° 43' 13" E	5.50
L3	N 08° 16' 47" E	32.49
L4	N 57° 33' 18" E	29.90
L5	S 11° 04' 30" V	50.33

HARTZOG ROAD
 ROAD RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 8782/7172
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8888
 PD 28-24-27-0000-00-017
 PD 28-24-27-0000-00-018
 PD 28-24-27-0000-00-020

GRAPHIC SCALE
 SCALE 1" = 150'



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, NW 1/4 SEC. 28-24S-27E
 AS BEING S 00°17'54" W

REVISED: 7/19/22

RCES
 READY CREEK ENERGY SERVICES

P.O.B. 10000
 LAKE BUENA VISTA
 FL. 32830-1000
 PHONE 407-824-9888

Jeff L. Green P.S.M. Florida Certificate No. 5357
 NOTE: Not valid without the signature and the original
 released map of a Florida licensed surveyor and mapper.
 Ready Creek Energy Services, LB 7714
 6300 Center Drive, Bay Lakes, Florida 32830-1000

DATE
 3/9/22
 BY
 JLG
 1" = 150'
 DRAWN BY
 JLG
 PLANNED
 10JG22013
 SHEET 2 OF 2

EXHIBIT "B"

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

(attached)



Fidelity National Title Insurance Company

PROPERTY INFORMATION REPORT

Order No.: 10560920

Addressee:
Wilson Title Services, LLC
9271 South John Young Parkway
Orlando, FL 32819

Fidelity National Title Insurance Company has caused to be made a search of the Public Records of Orange County, Florida, ("Public Records"), from January 1, 1970 through June 17, 2022, limited to known existing licenses, easements, reservations or rights-of-way upon, above, over, through, under, or across the Easement Area, as to the following described real property lying and being in the aforesaid County, to-wit:

**POTABLE WATER EASEMENT AREA
16" POTABLE WATER MAIN 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 Northeast corner of the Northwest 1/4 quarter of said Section 28, run along the East line of the Northwest 1/4 of said Section 28, S 00°17'54" W, 2322.04 feet to the Southeast corner of the North 3/4 of the Northwest 1/4 of said Section and a point on the Westerly right of way line of Hartzog Road 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 and the Point of Beginning; thence run along said right of way line and the South line of the North 3/4 of the Northwest 1/4 of said Section, N 89°43'52" W, 24.51 feet to a point on a non-Tangent curve concave Westerly, having a radius of 1155.00 feet and a central angle of 05°00'54"; thence from a tangent bearing of N 16°15'10" E, run Northerly along the arc of said curve, 101.09 feet; thence N 37°37'41" W, 65.00 feet to a point on a proposed Non-exclusive utility easement in favor of Orange County, File No. 98030 Parcel R2; thence run along a line, N 54°23'08" E, 20.01 feet; thence S 37°37'41" E, 73.33 feet to a point on a aforesaid right of way line and a point on a non-tangent curve concave Westerly, having a radius of 1175.00 feet and a central angle of 04°29'37"; thence from a tangent bearing of S 10°47'36" W, run Southerly along the arc of said curve and right of way line, 92.15 feet; thence continuing along said right of way line and the Southeast corner of the North 3/4 of the Northwest 1/4 of said Section, S 00°17'54" W, 13.58 feet to the Point of Beginning.

**REUSE WATER EASEMENT AREA
12" SANITARY SEWER FORCE MAIN/16" RECLAIMED WATER MAIN 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 Northeast corner of the Northwest 1/4 quarter of said Section 28, run along the East line of the Northwest 1/4 of said Section 28, S 00°17'54" W, 2322.04 feet to

Order No.: 10560920

the Southeast corner of the North 3/4 of the Northwest 1/4 of said Section; thence run along the South line of the North 3/4 of the Northwest 1/4 of said Section, N 89°43'52" W, 142.53 feet to the Point of Beginning; thence continue along said line, N 89°43'52" W, 17.92 feet to the Westerly right of way line of Hartzog Road 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 and a point on a non-tangent curve concave Westerly, having a radius of 1025.00 feet, a central angle of 10°03'58"; thence from a tangent bearing of N 18°20'45" E, run Northerly along the arc of said curve and right of way line, 180.08 feet; thence continue along said line the following two courses; S 81°43'13" E, 5.50 feet; thence N 08°16'47" E, 6.10 feet to a point on a proposed non-exclusive utility easement in favor of Orange County, File No. 98030 Parcel R1; thence run along said line, N 57°33'18" E, 28.12 feet; thence S 11°04'30" W, 22.75 feet to a point of curvature of a curve concave Westerly, having a radius of 1079.06 feet and a central angle of 09°33'58"; thence run Southerly along the arc of said curve, 180.16 feet to the Point of Beginning.

SANITARY SEWER EASEMENT AREA

12" SANITARY SEWER FORCE MAIN/16" RECLAIMED WATER MAIN 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 Northeast corner of the Northwest 1/4 quarter of said Section 28, run along the East line of the Northwest 1/4 of said Section 28, S 00°17'54" W, 2322.04 feet to the Southeast corner of the North 3/4 of the Northwest 1/4 of said Section; thence run along the South line of the North 3/4 of the Northwest 1/4 of said Section, N 89°43'52" W, 142.53 feet to the Point of Beginning; thence continue along said line, N 89°43'52" W, 17.92 feet to the Westerly right of way line of Hartzog Road 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 and a point on a non-tangent curve concave Westerly, having a radius of 1025.00 feet, a central angle of 10°03'58"; thence from a tangent bearing of N 18°20'45" E, run Northerly along the arc of said curve and right of way line, 180.08 feet; thence continue along said line the following two courses; S 81°43'13" E, 5.50 feet; thence N 08°16'47" E, 6.10 feet to a point on a proposed non-exclusive utility easement in favor of Orange County, File No. 98030 Parcel R1; thence run along said line, N 57°33'18" E, 28.12 feet; thence S 11°04'30" W, 22.75 feet to a point of curvature of a curve concave Westerly, having a radius of 1079.06 feet and a central angle of 09°33'58"; thence run Southerly along the arc of said curve, 180.16 feet to the Point of Beginning.

The following documents affecting said real property in the aforesaid Public Records of Orange County, Florida have been found:

1. Right-of-Way Agreement recorded in Deed Book 839, Page 454.
2. Right-of-Way Agreement recorded in Deed Book 839, Page 454.
3. Interlocal Agreement between Orange County, Florida and Reedy Creek Improvement District Regarding Transfer of Jurisdiction of Hartzog Road recorded in Official Records Book 9711, Page 5346; First Amendment to Interlocal Agreement recorded in Official Records Book 9782, Page 7172.
4. Hartzog Road Right-of-Way Agreement recorded in Official Records Book 9712, Page 4850.

Order No.: 10560920

5. Additional right-of-way conveyed in Warranty Deed recorded in Official Records Book 10170, Page 4303.
6. Additional right-of-way conveyed in Special Warranty Deed recorded in Official Records Book 10173, Page 8868.
7. Additional right-of-way conveyed in Special Warranty Deed recorded in Official Records Book 10815, Page 4619.
8. Non-Exclusive Permanent Easement Agreement in favor of BellSouth Telecommunications LLC recorded in Official Record Instrument No. 20200216591.
9. Non-Exclusive Easement Agreement in favor of Duke Energy Florida LLC, d/b/a Duke Energy recorded in Official Records Instrument No. 20200471834.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Addressee(s) only, and it may not be used or relied upon by any other party. This Report may not be used by a Fidelity National Title Insurance Company agent for the purpose of issuing a Fidelity National Title Insurance Company title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Fidelity National Title Insurance Company

Terry Dray

Commercial Examiner

EXHIBIT "C"

Right of Way Permit

(attached)



RIGHT OF WAY PERMIT

Date: _____ Permit Number: _____

CORRIDOR (Road / Canal Name): _____

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

Permittee: _____
Address: _____

Phone: _____

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

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

1. The Work is within the corporate limits of a municipality. Yes ☐ No ☐ [Mark one]
If yes, indicate the name of the municipality: _____

2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on _____ to the following:

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

Amended 08-03-2018

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

Amended 08-03-2018

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

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

Contact number: _____

Submitted By: _____

Printed Name of Permittee

Date

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

Signature of Permittee

Approved By: _____

RCID Engineer of Authorized Representative

Date

ISSUED FOR:

Amended 08-03-2018

The following is Required for Sign Installation Only

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

Purpose of Sign:

Location of Sign:

Disney Grid Coordinates:

Type of Sign:

Face of Sign, including All Symbols or Text:

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

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

Planning Approval By: _____ Date _____

Amended 08-03-2018



**PERMIT
FINAL INSPECTION REPORT**

Date: _____ **Permit Number:** _____

County/Section/Township/Range: _____

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

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

Remarks:

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

Signed: _____

Title: _____

Date: _____

Inspected By: _____

Permit Closure Approved By: _____

Amended 08-03-2018

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (this “**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (“**Grantor**”), and **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, whose mailing address is 605 Suwannee Street, Tallahassee, Florida 32399-0450 (“**Grantee**”).

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive temporary 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) ingress and egress access and wet utility modifications (the “**Improvements**”), and , in accordance with the corridor utilization permit application, a copy of which is attached hereto as Exhibit “B” in connection therewith, and (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 (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, 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 and incorporated herein by reference.

2. **Grant and Use of Easement.** Grantor hereby grants to Grantee a non-exclusive temporary easement (the “**Easement**”) on, over, under and across the Easement Area. The 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. The 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.

The Easement shall be used by Grantee and its employees, contractors, sub-contractors, materialmen, representatives, agents, licensees, and invitees of each (“**Grantee’s Permitted Users**”) for the permitted use and for no other use whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction equipment and 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 and Grantee’s Permitted Users. The Easement shall terminate on **February 25, 2023** (the “**Termination Date**”). This Temporary Easement Agreement and the Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee’s and Grantee’s Permitted Users’ 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 and Grantee’s Permitted Users with all security provisions, rules and regulations of Grantor which may be in effect from time to time. Grantee shall be required to obtain all necessary government authorizations, licenses, permits, approvals and orders, including, but not limited to, a Right-of-Way Permit from Grantor, prior to initiating any work within the Easement Area. In the case of an emergency, oral notification to Grantor describing the nature of the emergency and the work to be performed shall be acceptable (as it relates to Grantor) prior to initiation of work and shall be followed within 72 hours with a written request for a Right-of-Way Permit.

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

4. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above or under the Easement Area and the Property (in Grantor's sole and absolute 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 which consent Grantor may grant or withhold in its sole and absolute discretion:

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

b) to enter upon the Easement Area at any time and 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 permitted use of the Easement Area;

c) to enter upon the Easement Area at any time and from time to 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 by Grantee or Grantee's Permitted Users;

d) to relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Improvements to another location either within or outside of the Easement Area, at any time and from time to time, in Grantor's sole and absolute discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, the Easement shall be considered canceled as to the portion vacated by such relocation, alteration, or modification 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 Improvements are to be relocated. Grantee (at Grantee's sole cost and expense) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of the Easement Area (or designated portions thereof) from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Improvements, in whole or in part. If any or all of the Easement Area or the Improvements are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Improvements, 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 (or any portion thereof) to the public.

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

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor (or its employees, contractors, and agents) of the Easement Area or the Property; (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; or (iii) any development, construction, improvement, or other activity or use by Grantor (or its successors or assigns) now or in the future existing on or about the Easement Area or 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, under, or above 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 or the Property;

d) not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under, or across the Easement Area or the Property 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 subsection;

f) operate, maintain, replace, and repair the Improvements, at Grantee's 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, stored, 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 or any of Grantee's Permitted Users. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all Hazardous Material spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee and Grantee's Permitted Users, or in any way resulting from Grantee's and/or Grantee's Permitted Users' construction, repair, replacement, maintenance, or operation of the Improvements or facilities, and/or access to and use of the Easement Area or the Property;

h) after completion of any repair or replacement work with respect to the Easement Area and the Improvements (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor in writing, which consent Grantor may grant or withhold in its sole and absolute discretion), at Grantee's sole cost and expense and in a safe, good and workmanlike manner, remove any personal property, vehicles, materials, refuse, temporary improvements, equipment, and any other items placed on the Easement Area and the Property, and restore both the ground surface of the Easement Area and the Property, 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 promptly pay Grantor all of Grantor's costs and expenses in connection therewith, together with interest thereon at the interest rate

set forth in Paragraph 7 below, 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 published in the "Money Rates" section of the Wall Street Journal; 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 Grantee's Permitted Users, 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 or Grantee's Permitted Users. Grantee (for itself and on behalf of Grantee's Permitted Users) shall hereby release, indemnify, defend, and hold harmless Grantor, its Board of Supervisors, agents, officers, directors, supervisors, contractors, representatives, and employees (each an "Indemnitee", and collectively, the "Indemnites") 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 Indemnites 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 and/or Grantee's Permitted Users; (ii) Hazardous Materials Activities, spills or fire caused by Grantee and/or Grantee's Permitted Users, 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 and/or Grantee's Permitted Users, 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 and/or Grantee's Permitted Users; (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's Permitted Users to so perform; (vi) Grantee's and/or Grantee's Permitted Users' use, operation, maintenance, or repair of the Easement Area; (vii) liens by third parties arising out of Grantee's and/or Grantee's Permitted Users' acts or omissions; and/or (viii) Grantee's and/or Grantee's Permitted Users' failure 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 Indemnites in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel reasonably satisfactory to the Indemnites. 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. Nothing herein shall be understood, construed, or interpreted to be a waiver of sovereign immunity to any extent, nor shall it be understood, construed, or interpreted as the FDOT accepting or assuming liability beyond that allowed by section 786.28, Florida Statutes.

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

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

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

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

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of Grantor or any of the 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.** The parties acknowledge that Grantee is self-insured. Unless otherwise agreed to by Grantor and Grantee in writing, Grantee's contractors (and any successor or permitted assign of Grantee) shall carry 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 and/or Grantee's Permitted Users' hereunder or from or out of any act or omission of Grantee and/or Grantee's Permitted Users' and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each. Such insurance shall name Grantor as an 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 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. In addition, 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 from time to time, in its sole and absolute 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 and absolute discretion.

10. **No Warranty: Entire Agreement.** Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Temporary Easement Agreement, the Easement Area or the Property, 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 (and Grantee's Permitted Users') use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property, including but not limited to, the Improvements arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area or the Property.

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 (3) business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor:	Reedy Creek Improvement District 1900 Hotel Plaza Boulevard, P.O. Box 10170 Lake Buena Vista, Florida 32830-0170 Attn: District Administrator Facsimile: (407) 934-6200
With a copy to:	Reedy Creek Improvement District 1900 Hotel Plaza Boulevard, P.O. Box 10170 Lake Buena Vista, Florida 32830-0170 Attn: Legal Counsel Facsimile: (407) 828-4311
If to Grantee:	Florida Department of Transportation Attn: Jack Adkins, Director of Transportation Development 719 South Woodland Boulevard Deland, Florida 32720

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 without giving effect to any choice of laws rules thereof which may direct the applications 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 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 exclusively before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then exclusively before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. THE PARTIES EXPRESSLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY MATTERS ARISING UNDER AND/OR IN CONNECTION WITH THIS TEMPORARY EASEMENT AGREEMENT AND/OR THE EASEMENT AREA.

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

16. **Severability.** If any provision of this Temporary Easement Agreement shall, to any extent, be illegal, invalid, or unenforceable under applicable present or future laws effective during the term of this Temporary Easement Agreement, the remainder of this Temporary Easement Agreement shall not be affected. In lieu of each provision of this Temporary Easement Agreement which is illegal, invalid or unenforceable, there shall be added as a part of this Temporary Easement Agreement, a provision as nearly identical as may be possible and as may be legal, valid, and enforceable.

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 Third-Party Beneficiaries.** Nothing in this Temporary Easement Agreement is intended or deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make any entity or person a third-party beneficiary of this Temporary Easement Agreement.

19. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby now or 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 set forth in this Temporary Easement Agreement must be in writing.


20. **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. The term "prevailing party" shall mean that party whose positions substantially prevail in such judicial action or proceeding, and any judicial action or proceeding brought by either party against the other as contemplated herein may include a plea or request for judicial determination of the "prevailing party" within the meaning of this provision. If neither party substantially prevails in its positions in such judicial action or proceeding, the court may rule that neither party has so substantially prevailed, in which event each party shall be responsible for its own fees and expenses in connection therewith. The provisions of this paragraph shall survive the expiration or earlier termination of this Temporary Easement Agreement.

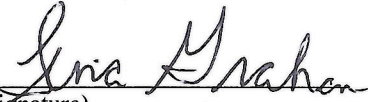
21. **No Public Rights Created.** Nothing in this Temporary Easement Agreement shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted by this Temporary Easement Agreement.

[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").

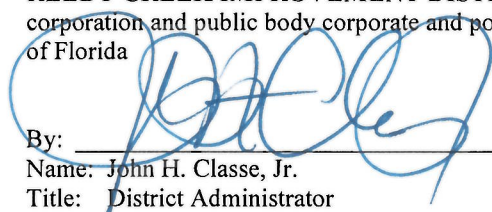
Signed, sealed and delivered
in the presence of:


(Signature)
SAMUEL A. DUHS
(Printed Name)


(Signature)
Lisa Graham
(Printed Name)

GRANTOR:


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

By: 
Name: John H. Classe, Jr.
Title: District Administrator

Dated: 10/26/22

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Temporary Easement Agreement was acknowledged before me by means of ☒ physical
presence or ☐ online notarization this 26th day of October, 2022, by John H. Classe, Jr., as District
Administrator of REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and
politic of the State of Florida, on behalf thereof, who is ☒ personally known to me or ☐ presented
N/A as identification.
(Set forth type of identification presented, if applicable.)


Signature of Notary Public-State of Florida
(AFFIX STAMP)



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").

Signed, sealed and delivered
in the presence of:

Omayra Wallace
(Signature)
Omayra Wallace
(Printed Name)

Tracey Grasser
(Signature)
Tracey Grasser
(Printed Name)

GRANTEE:
STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, an agency of the State of Florida

By: [Signature]

Name: C. JACK ADKINS

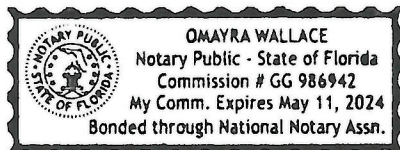
Title: DIRECTOR TRANSPORTATION
DEVELOPMENT

Dated: 10/20/22

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing Temporary Easement Agreement was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20 day of October, 2022, by C. Jack Adkins, as Director of Transportation Development of and STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency 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.)



Omayra Wallace
Signature of Notary Public-State of Florida
(AFFIX STAMP)

[Signature]
JD5 LEGAL REVIEW

EXHIBIT "A"

Temporary Easement Area

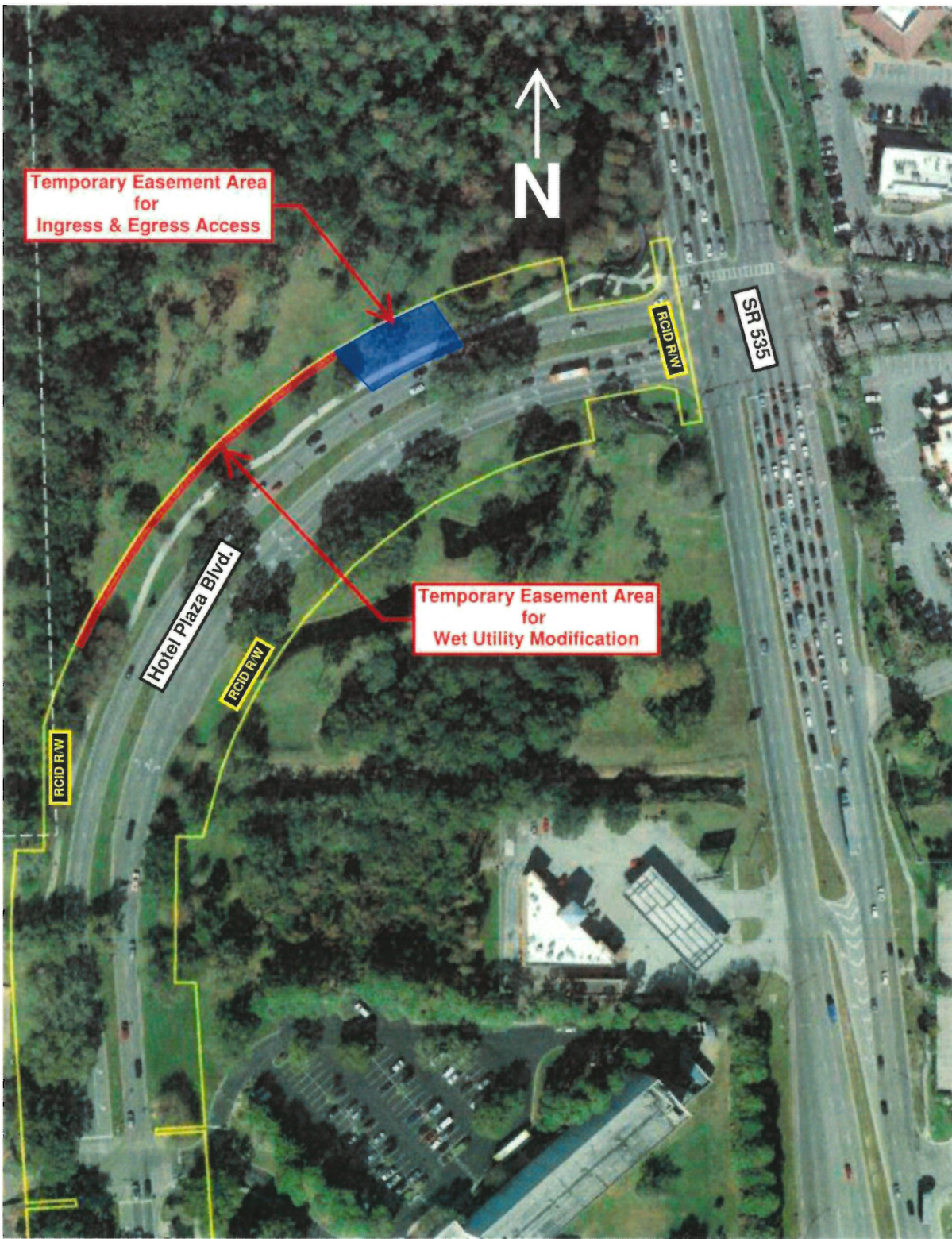


EXHIBIT "B"

FORM OF CORRIDOR PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

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

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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

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

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

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

12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor (as determined in the sole discretion of the District Administrator of RCID), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon, as required by the District Administrator of RCID. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain _____ document between RCID and _____, dated _____, and, if recorded, filed in the records of _____ County, Book _____, Page _____.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with RCID's construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID's contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "Law" or the "Laws", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:
- _____
- _____
15. Special Instructions:
- _____
- _____
16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless RCID and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use the right-of way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or RCID. Permittee shall cooperate with RCID in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to RCID. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.
17. During construction, Permittee shall observe all safety regulations imposed by RCID and shall take all appropriate measures that may be necessary to safely conduct the public through the area in which the Work is being conducted, including, but not limited to, placing and displaying safety devices, all in accordance with the Federal Manual on Uniform Traffic Control Devices ("MUTCD"), as amended, and the State of Florida Department of Transportation ("FDOT") most current edition of FDOT's Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction, as amended.

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

PRINT NAME

Contact number (____) _____

Submitted By: _____

Printed Name of Permittee

Date

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

Signature of Permittee

Approved by: _____

RCID Engineer or Authorized Representative

Date

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____
DATE _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (this “**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (“**Grantor**”), and **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, whose mailing address is 719 South Woodland Blvd, DeLand, FL 32720 (“**Grantee**”).

W I T N E S S E T H:

WHEREAS, Grantor is the fee owner of certain real property located in Orange County, Florida described on **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, Grantee owns and maintains a pipe and related equipment located on the Property (the “**FDOT Facilities**”) portions of which (located within the Easement Area (defined below)), incurred damage as a result of Hurricane Ian and needs to be repaired and/or replaced; and

WHEREAS, Grantee desires to obtain a non-exclusive temporary easement on, over, under and across the portion or portions of the Property more particularly described on **Exhibit “A”** (the “**Easement Area**”), for the purposes of (i) repairing and/or replacing (with substantially similar pipe and related equipment) the FDOT Facilities, (ii) ingress and egress to and from the Easement Area (as designated herein), and (iii) a temporary laydown/storage area for construction equipment and facilities required to complete the repairs to/replacement of the FDOT Facilities ((i), (ii), and (iii) above being subject, at any time and all times, to the approval of Grantor in its sole and absolute discretion and as otherwise set forth herein), and for no other purpose whatsoever (the “**Permitted Use**”); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement on, over, under and across the Easement Area for the Permitted Use, 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 and incorporated herein by reference.

2. **Grant and Use of Easement.** Grantor hereby grants to Grantee a non-exclusive temporary easement (the “**Easement**”) on, over, under and across the Easement Area for use by Grantee and Grantee’s employees, contractors, subcontractors, materialmen, representatives, agents, and licensees (“**Grantee’s Permitted Users**”) during the Term (defined below) solely for the Permitted Use. The Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein, and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and/or the Property. The Easement is also subject and subordinate to the rights, if any, of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area.

Grantor reserves the right to designate, in its sole and absolute discretion: (i) specific location(s) within the Easement Area for the temporary laydown/storage of the construction equipment and facilities described above; and (ii) routes and other means of vehicular and pedestrian ingress and egress to and from the Easement Area across the Property (which may include access over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate at any time and from time to time). Thereafter, Grantee shall (and shall cause Grantee’s Permitted Users) to use only such locations for the temporary laydown/storage of the construction equipment and facilities, and routes and other means of vehicular and pedestrian access .

The Easement shall commence as of the Effective Date and shall terminate on February 25, 2023 (subject to sooner revocation by Grantor as provided herein) (the “**Term**”). This Temporary Easement Agreement and the Easement granted hereby shall automatically terminate at the end of the Term and shall, except as expressly set forth herein, be of no further force and effect after the end of the Term. 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 (on behalf of itself and Grantee's Permitted Users) acknowledges and agrees that Grantee's and Grantee's Permitted Users' use of the Easement Area and other portions of the Property for ingress and egress is subject at all times to the strict compliance by Grantee and Grantee's Permitted Users with all Laws (defined below) and with all security provisions, rules and regulations of Grantor which may be in effect from time to time. Grantee shall be required to obtain all necessary government authorizations, licenses, permits and approvals (including, but not limited to: (i) a corridor utilization permit (a copy of the application for said permit is attached hereto as Exhibit "B", and (ii) a Right-of-Way Permit from Grantor) prior to initiating any work within the Easement Area).

3. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Temporary Easement Agreement or Grantee's (or Grantee's Permitted Users) use of the Easement Area pursuant hereto. Furthermore, except as provided herein, no new facilities (or any alterations or modification to the existing FDOT Facilities) shall be constructed on the Property without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion. Grantee acknowledges and agrees that Grantee shall, no later than ninety (90) days after Grantee's completion of the construction plans for that portion of the I-4 (SR 400) beyond the ultimate project affecting the Property (and prior to performing any work in connection therewith), enter into a drainage agreement with Grantor for the discharge of stormwater from the FDOT Facilities into Grantor's master drainage system. If Grantee fails to enter into a drainage agreement with Grantor as set forth above, Grantor may provide Grantee ninety (90) days' notice of Grantor's violation. If Grantee, has not entered into a drainage agreement with Grantor prior to the expiration of such ninety (90) day period, in addition to any other right or remedy available to Grantor under this Temporary Easement Agreement, at law or in equity, Grantor shall have the right, but not the obligation, to take whatever actions Grantor deems reasonably necessary to prevent the discharge of water from the FDOT Facilities into Grantor's master drainage system, including, without limitation, implementing appropriate containment and/or corrective measures. In connection therewith, Grantor shall have (and is hereby granted) the right to enter upon and/or access any property owned by Grantee (including, but not limited to the FDOT Facilities) to the extent reasonably necessary (determined in the sole and absolute discretion of Grantor) to implement such actions. Grantee shall promptly (upon receipt of an invoice from Grantor) reimburse Grantor for any reasonable costs incurred by Grantor to implement such measures. This requirement shall exist during the Term of this Temporary Easement Agreement and shall survive the expiration or earlier termination hereof.

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 and absolute 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 Property and/or the Easement Area onto any adjacent or contiguous property; provided such right does not materially and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

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

b) to enter upon the Easement Area at any time and 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 permitted use of the Easement Area;

c) to enter upon the Easement Area at any time and from time to 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 by Grantee or Grantee's Permitted Users;

d) to relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of FDOT Facilities to another location either within or outside of the Easement Area, at any time and from time to time, in Grantor's sole and absolute discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights

granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, the Easement shall be considered canceled as to the portion vacated by such relocation, alteration, or modification 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 FDOT Facilities are to be relocated. Grantee (at Grantee's sole cost and expense) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of the Easement Area (or designated portions thereof) from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the FDOT Facilities, in whole or in part. If any or all of the Easement Area or the FDOT 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 FDOT Facilities, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area (or any portion thereof) to the public.

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

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor (or its employees, contractors, and agents) of the Easement Area or the Property; (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; or (iii) any development, construction, improvement, or other activity or use by Grantor (or its successors or assigns) now or in the future existing on or about the Easement Area or 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, under, or above 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 or the Property;

d) not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under, or across the Easement Area or the Property 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 (including, without limitation, meeting or exceeding the standards of Chapter 62 of the Florida Administrative Code and the Water Quality Act of 1987) and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications, and directives, (including, among other things, ensuring that the quality and quantity of any and all discharge and/or flow through the FDOT Facilities to Grantor's master drainage system) as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing, all as applicable to Grantor, Grantor's master drainage system and/or the Property (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 subsection. The parties acknowledge and agree that Grantor, as a special district, and by extension, Grantor's master drainage system and Property, are subject to local government Laws while FDOT, as a state agency, may not be subject to such Laws;

f) operate, maintain, replace, and repair the FDOT Facilities, at Grantee's 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, stored, 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 or any of Grantee's

Permitted Users. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all Hazardous Material spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee and Grantee's Permitted Users, or in any way resulting from Grantee's and/or Grantee's Permitted Users' construction, repair, replacement, maintenance, or operation of the FDOT Facilities, and/or access to and use of the Easement Area or the Property;

h) after completion of any repair or replacement work with respect to the Easement Area and the FDOT Facilities (or any other construction or installation work for the FDOT Facilities (relocated facilities or new facilities, if any, consented to by Grantor in writing, which consent Grantor may grant or withhold in its sole and absolute discretion)), at Grantee's sole cost and expense and in a safe, good and workmanlike manner, remove any personal property, vehicles, materials, refuse, temporary improvements, equipment, and any other items placed on the Easement Area and the Property, and restore both the ground surface of the Easement Area and the Property, 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 promptly pay Grantor all of Grantor's costs and expenses in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7 below, 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 (except as expressly set forth herein), 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 published in the "Money Rates" section of the Wall Street Journal; 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 Grantee's Permitted Users, 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 or Grantee's Permitted Users. Grantee (for itself and on behalf of Grantee's Permitted Users) shall hereby release, indemnify, defend, and hold harmless Grantor, its Board of Supervisors, agents, officers, directors, supervisors, contractors, representatives, and employees (each an "Indemnitee", and 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 and/or Grantee's Permitted Users; (ii) Hazardous Materials Activities, spills or fire caused by Grantee and/or Grantee's Permitted Users, 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 and/or Grantee's Permitted Users, 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 and/or Grantee's Permitted Users; (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's Permitted Users to so perform; (vi) Grantee's and/or Grantee's Permitted Users' use, operation, maintenance, or repair of the Easement Area; (vii) liens by third parties arising out of Grantee's and/or Grantee's Permitted Users' acts or omissions; and/or (viii) Grantee's and/or Grantee's Permitted Users' failure 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 reasonably 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. Nothing contained in this paragraph 7 shall be understood, construed, or interpreted to be a waiver of sovereign immunity to any extent, nor shall it be understood, construed, or interpreted as either of the parties to this Temporary Easement Agreement accepting or assuming liability beyond that allowed by Section 768.28, Florida Statutes.

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 Grantor or any of the 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.** The parties acknowledge that Grantee is self-insured. Unless otherwise agreed to by Grantor and Grantee in writing, Grantee shall cause Grantee's Permitted Users (and any successor or permitted assign of Grantee)) to carry 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 and/or Grantee's Permitted Users' hereunder or from or out of any act or omission of Grantee and/or Grantee's Permitted Users' and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each. Such insurance shall name Grantor and the Indemnitees as additional insureds (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 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. In addition, upon Grantor's written request, certificates of insurance, together with copies of the binding endorsements identifying the Additional Insured (or an affidavit from Grantor evidencing same), shall be furnished to Grantor. In the event of any cancellation or reduction of coverage, Grantee's Permitted Users shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

9. **Assignment.** Grantor may, at any time and from time to time, in its sole and absolute 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 and absolute discretion.

10. **No Warranty: Entire Agreement.** Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Temporary Easement Agreement, the Easement Area or the Property, 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 (and Grantee's Permitted Users') use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property, including but not limited to, the FDOT Facilities arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area or the Property.

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 (3) business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

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

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

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

If to FDOT: Florida Department of Transportation
Attn: C. Jack Adkins, Director of Transportation Dev
719 South Woodland Boulevard
DeLand, FL 32720

With copies to: Florida Department of Transportation
Attn: Legal Department
719 S. Woodland Blvd.
DeLand, FL 32720

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. The delivery of an executed counterpart of a signature page to this Temporary Easement Agreement by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Temporary Easement Agreement.

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 without giving effect to any choice of laws rules thereof which may direct the applications 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 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 exclusively before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then exclusively before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. THE PARTIES EXPRESSLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY MATTERS ARISING UNDER AND/OR IN CONNECTION WITH THIS TEMPORARY EASEMENT AGREEMENT AND/OR THE EASEMENT AREA.

15. **Binding Obligations.** This Temporary Easement Agreement, including, without limitation, the obligations under paragraph 7, shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns. All provisions of this Temporary Easement Agreement which from their sense and context are intended to survive the expiration or sooner termination of this Temporary Easement Agreement shall survive such expiration or sooner termination and continue to be binding upon the applicable party, whether or not so expressed.

16. **Severability.** If any provision of this Temporary Easement Agreement shall, to any extent, be illegal, invalid, or unenforceable under applicable present or future Laws, the remainder of this Temporary Easement Agreement shall not be affected. In lieu of each provision of this Temporary Easement Agreement which is illegal, invalid or unenforceable, there shall be added as a part of this Temporary Easement Agreement, a provision as nearly identical as may be possible and as may be legal, valid, and enforceable.

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 Third-Party Beneficiaries.** Nothing in this Temporary Easement Agreement is intended or deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make any entity or person a third-party beneficiary of this Temporary Easement Agreement.

19. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby now or 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 set forth in this Temporary Easement Agreement must be in writing.


20. **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. The term "prevailing party" shall mean that party whose positions substantially prevail in such judicial action or proceeding, and any judicial action or proceeding brought by either party against the other as contemplated herein may include a plea or request for judicial determination of the "prevailing party" within the meaning of this provision. If neither party substantially prevails in its positions in such judicial action or proceeding, the court may rule that neither party has so substantially prevailed, in which event each party shall be responsible for its own fees and expenses in connection therewith. The provisions of this paragraph shall survive the expiration or earlier termination of this Temporary Easement Agreement.


21. **No Public Rights Created.** Nothing in this Temporary Easement Agreement 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 by this Temporary Easement Agreement.

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

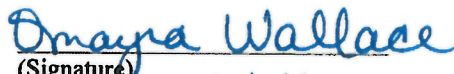
IN WITNESS WHEREOF, the parties hereto have executed this Temporary Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Temporary Easement Agreement, as indicated below (the "Effective Date").

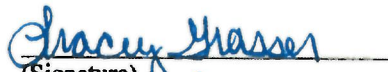
Signed, sealed and delivered
in the presence of:


(Signature)
Tina Graham
(Printed Name)


(Signature)
Tracy A. Border
(Printed Name)

Signed, sealed and delivered
in the presence of:


(Signature)
Omayra Wallace
(Printed Name)


(Signature)
Tracey Grasser
(Printed Name)

GRANTOR:

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

By: 
Name: John H. Classe, Jr.
Title: District Administrator

Dated: 10/27/22

GRANTEE:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida

By: 
Name: Charles "Mike" Heffinger, Jr., P.E.
Title: Director of Transportation Operations

Dated: 10/26/22

 10.26.22
J5 LEGAL REVIEW

EXHIBIT "A"
The Property and the Easement Area



EXHIBIT "B"
FORM OF CORRIDOR PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

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

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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

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

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

3. The office of RCID's Manager of Planning & Engineering (hereinafter "Engineer"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to RCID prior to commencement of the Work.
5. All Work, including materials and equipment, must meet RCID standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all RCID property shall be restored to its original condition, to the extent practicable, in keeping with RCID specifications and in a manner satisfactory to RCID.
7. Installations shall conform to RCID's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to RCID's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall commence the Work on _____ and shall be finished with all of the Work by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.
10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.
11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.
12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor (as determined in the sole discretion of the District Administrator of RCID), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon, as required by the District Administrator of RCID. Such

relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain _____ document between RCID and _____, dated _____, and, if recorded, filed in the records of _____ County, Book _____, Page _____.

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

15. Special Instructions:
- _____
- _____

16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless RCID and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use the right-of way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or RCID. Permittee shall cooperate with RCID in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to RCID. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.
17. During construction, Permittee shall observe all safety regulations imposed by RCID and shall take all appropriate measures that may be necessary to safely conduct the public through the area in which the Work is being conducted, including, but not limited to, placing and displaying safety devices, all in accordance with the Federal Manual on Uniform Traffic Control Devices ("MUTCD"), as amended, and the State of Florida Department of Transportation ("FDOT") most current edition of FDOT's Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction, as amended.
18. If Permittee, in the sole and absolute discretion of RCID, shall be found not to be in compliance with RCID's requirements in effect as of the approval date of this Permit, this Permit shall be void, and all Work must either be immediately brought into compliance or removed from the corridor at the sole expense of Permittee.
- a) In conjunction therewith, Permittee shall, without violating any Laws:
- i) Deactivate, place out of service or remove the described facilities and the Work in accordance with Industry Standards and and/or within the specifications of and to the sole satisfaction of RCID in accordance with the terms of this Permit, as hereinabove set forth;

- ii) Retain ownership and all legal obligations of ownership of the Work and all facilities associated therewith; and
- iii) Be responsible (upon the request of RCID) for location (horizontally and vertically) of existing facilities within RCID's corridor.
- b) Permittee further covenants and agrees that it shall indemnify, hold harmless and defend RCID, its Board of Supervisors, elected and appointed officials, and any of its directors, officers, employees or agents, from and against any loss, damage, claim, cost, charge or expense arising:
 - i) From or as a result of the presence of the Work and the associated facilities, or the materials and/or products utilized therein, including removal of same;
 - ii) Out of any act, action, negligence, omission, or commission by Permittee, its officers, agents, employees, contractors or subcontractors; or
 - iii) If applicable, as a result of placing the facilities installed by Permittee out of service, including, but not limited to, causes arising out of any future removal of the facilities or the Work by Permittee or any entity other than Permittee, whether or not such entity is acting at the instruction of Permittee or RCID.
- 19. This Permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without RCID's prior written consent.
- 20. RCID agrees to allow Permittee to retain the facilities hereinabove described within the corridor for the time period set forth in paragraph 9 above, contingent upon, the continuing satisfactory performance of the conditions of this Permit.
- 21. Permittee's employee responsible for Maintenance of Traffic is

PRINT NAME

Contact number (____) _____

Submitted By:

Printed Name of Permittee

Date

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

Signature of Permittee

Approved by:

RCID Engineer or Authorized Representative

Date

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign:

Location of Sign:

Disney Grid Coordinates:

Type of Sign:

Face of Sign, including All Symbols or Text:

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

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

Planning Approval by _____

DATE

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

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

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the purpose of: (i) emergency repairs to the irrigation main and appurtenant underground irrigation facilities (the "Irrigation Repairs"); 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 Irrigation Repairs 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 15, 2023** (the "**Termination Date**"). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. 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 Irrigation Repairs 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 Irrigation Repairs 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 Irrigation Repairs. If any or all of the Easement Area or the Irrigation Repairs are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Irrigation Repairs, 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 Irrigation Repairs, 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 Irrigation Repairs;

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

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

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

allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. Condition of Easement Area; Indemnity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Grantor:

Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170

Lake Buena Vista, Florida 32830-0170
Attn: District Administrator
Facsimile: (407) 934-6200

With a copy to:

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

If to Grantee:

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

[Signature] (Signature)
Monica Perce (Print Name)

Eulabel Vargas Maldonado (Signature)
Eulabel VARGAS Maldonado (Print Name)

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

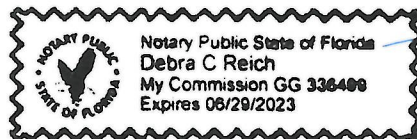
By: [Signature] (Signature)
Christopher Quinn, Chief Financial Officer- Comptroller

Dated: 12/21/22

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of December, 2022, by **Christopher Quinn**, as Chief Financial Officer-Comptroller of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public

Name typed, printed or stamped
My Commission Expires: 6/29/2023

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

[Signature] (Signature)
LOWELL FLATFORD (Print Name)

[Signature] (Signature)
Shamron Sewsankar (Print Name)

WALT DISNEY PARKS AND RESORTS U.S., INC.

By: [Signature] (Signature)
John McGowan (Print Name)

Its: Vice President (Title)

Dated: 12/21/22

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of December, 2022, by John McGowan, as Vice President of Walt Disney Parks and Resorts U.S., Inc., a Florida corporation of the State of Florida, on behalf of the company. He is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]



Lowell Flatford
Notary Public
State of Florida
Comm# HH057994
Expires 10/28/2024

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

EXHIBIT "A"

Temporary Easement Area

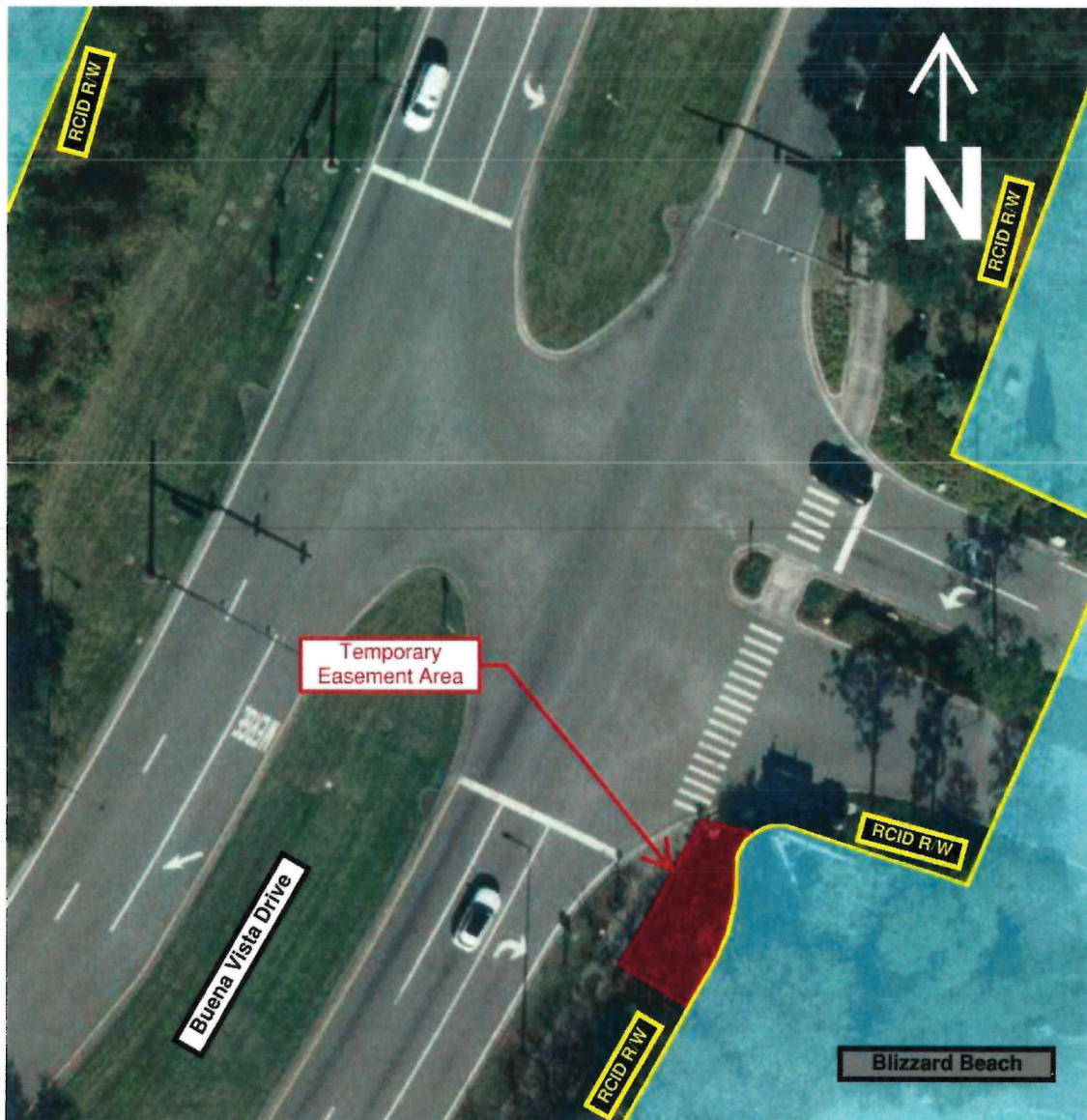


EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

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

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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

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

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

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

Modified 08.03.18

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

15. Special Instructions:

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

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

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

PRINT NAME

Contact number (____) _____

Submitted By:

Printed Name of Permittee

Date

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

Signature of Permittee

Approved by:

RCID Engineer or Authorized Representative

Date

ISSUED FOR:

Modified 08.03.18

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____
DATE _____

Modified 08.03.18

**PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT B

AMENDMENT TO NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT

THIS AMENDMENT TO NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT (this "**Amendment**") is made effective January 25, 2023 (the "**Effective Date**"), by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 ("**Licensor**"), and **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is Post Office Box 10000, Lake Buena Vista, Florida 32830 ("**Licensee**").

WITNESSETH:

WHEREAS, the parties entered into that certain Non-Exclusive Revocable License Agreement (the "**Agreement**"), made effective as of October 26, 2016; and

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

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

- 1. RECITATIONS; Capitalized Terms.** The above recitations are true and correct and form a material part of this Amendment. Any capitalized term used and not otherwise defined in this Amendment shall have the same meaning as set forth in the Agreement.
- 2. EXHIBIT "A", THE LICENSE AREA.** Exhibit "A" of the Agreement describing the License Area is hereby deleted in its entirety and replaced with Exhibit "A", attached hereto and made a part hereof.
- 3. GRANT AND USE OF LICENSE.** The fourth sentence of Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"This License shall be used by Licensee for the purposes of: (i) maintenance and repair of an existing gravel area within the License Area; (ii) construction, installation, maintenance and repair of a security fence (with an access gate) within the License Area; (iii) access to adjoining property owned by Licensee; and (iv) the right of access to and from the License Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Licensor may designate from time to time as hereinafter provided, all in accordance with the terms of this License Agreement. In connection with (ii) above, Licensor hereby grants to Licensee the right to temporarily use the License Area for temporary: (a) parking; (b) laydown/storage of construction equipment and materials; and (c) construction staging."

- 4. Ratification; Conflicts.** The Agreement, as amended by this Amendment, is ratified and shall continue to be in full force and effect and shall continue to be binding upon and enforceable against the parties hereto. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control and supersede those of the Agreement.
- 5. COUNTERPARTS.** This Amendment may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The delivery of an executed counterpart of a signature page to this Amendment by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

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

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

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

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Dated: January ____, 2023

Dated: January ____, 2023

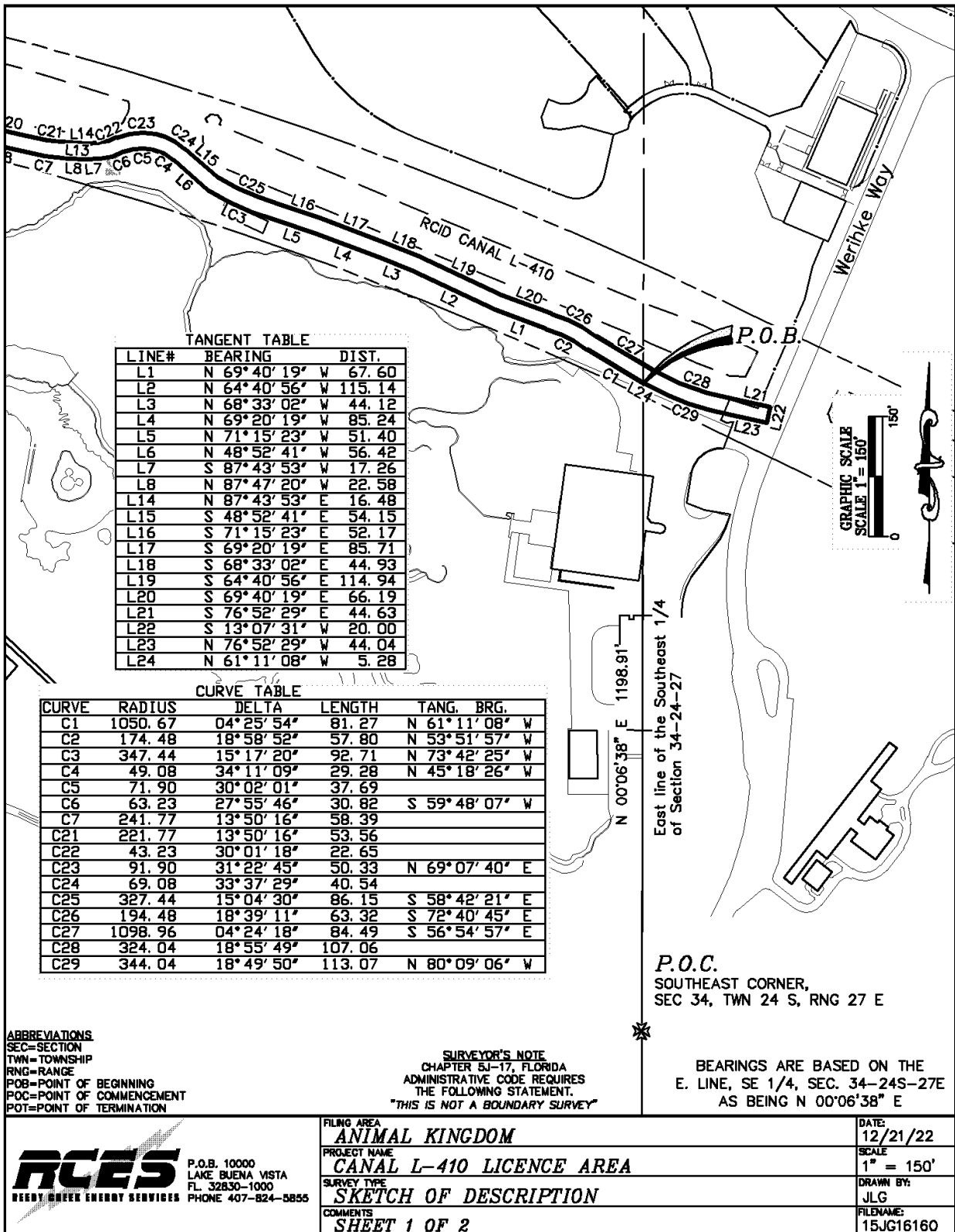
Exhibit "A"

License Area

A parcel of land lying in Sections 34 and 35, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 34, run along the East line of the Southeast 1/4 of said Section 34, N 00°06'38" E, 1198.91 feet, to the Point of Beginning; to a point on a non-tangent curve concave Northeasterly having a radius of 1050.67 feet, and a central angle of 04°25'54"; thence from a tangent bearing of N 61°11'08" W run Northwesterly along the arc of said curve, 81.27 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 174.48 feet, and a central angle of 18°58'52"; thence from a tangent bearing of N 53°51'57" W run Northwesterly along the arc of said curve, 57.80 feet; thence N 69°40'19" W, 67.60 feet; thence N 64°40'56" W, 115.14 feet; thence N 68°33'02" W, 44.12 feet; thence N 69°20'19" W, 85.24 feet; thence N 71°15'23" W, 51.40 feet to a point on a non-tangent curve concave Northeasterly having a radius of 347.44 feet, and a central angle of 15°17'20"; thence from a tangent bearing of N 73°42'25" W run Northwesterly along the arc of said curve, 92.71 feet; thence N 48°52'41" W, 56.42 feet to a point on a non-tangent curve concave Southwesterly having a radius of 49.08 feet, and a central angle of 34°11'09"; thence from a tangent bearing of N 45°18'26" W run Northwesterly along the arc of said curve, 29.28 feet; to a point of compound curvature of a curve concave Southerly having a radius of 71.90 feet, and a central angle of 30°02'01"; thence run Westerly along the arc of said curve, 37.69 feet; to a point on a non-tangent curve concave Northerly having a radius of 63.23 feet, and a central angle of 27°55'46"; thence from a tangent bearing of S 59°48'07" W run Westerly along the arc of said curve, 30.82 feet; thence S 87°43'53" W, 17.26 feet; thence N 87°47'20" W, 22.58 feet to a point of curvature of a curve concave Northerly having a radius of 241.77 feet, and a central angle of 13°50'16"; thence run Westerly along the arc of said curve, 58.39 feet; to a point of reverse curvature of a curve concave Southerly having a radius of 194.84 feet, and a central angle of 13°02'08"; thence run Westerly along the arc of said curve, 44.33 feet; thence N 86°59'12" W, 53.90 feet to a point on a non-tangent curve concave Northerly having a radius of 281.87 feet, and a central angle of 07°07'59"; thence from a tangent bearing of N 83°54'19" W run Westerly along the arc of said curve, 35.09 feet; to a point of compound curvature of a curve concave Northerly having a radius of 513.64 feet, and a central angle of 09°53'29"; thence run Westerly along the arc of said curve, 88.67 feet; to a point of reverse curvature of a curve concave Southerly having a radius of 768.34 feet, and a central angle of 06°56'56"; thence run Westerly along the arc of said curve, 93.19 feet; to a point of compound curvature of a curve concave Southerly having a radius of 1469.40 feet, and a central angle of 11°17'11"; thence run Westerly along the arc of said curve, 289.45 feet; thence N 85°06'57" W, 163.48 feet to a point on a non-tangent curve concave Southerly having a radius of 608.69 feet, and a central angle of 13°06'33"; thence from a tangent bearing of N 85°06'57" W run Westerly along the arc of said curve, 139.27 feet; to a point on a non-tangent curve concave Southerly having a radius of 4782.28 feet, and a central angle of 00°27'48"; thence from a tangent bearing of N 85°27'39" W run Westerly along the arc of said curve, 38.66 feet; thence N 06°32'57" E, 21.90 feet; thence N 89°58'45" E, 78.77 feet to a point on a non-tangent curve concave Southerly having a radius of 628.69 feet, and a central angle of 08°55'50"; thence from a tangent bearing of N 85°57'13" E run Easterly along the arc of said curve, 97.99 feet; thence S 85°06'57" E, 163.48 feet to a point of curvature of a curve concave Southerly having a radius of 1489.40 feet, and a central angle of 11°17'11"; thence run Easterly along the arc of said curve, 293.39 feet; to a point of compound curvature of a curve concave Southerly having a radius of 788.34 feet, and a central angle of 06°56'56"; thence run Easterly along the arc of said curve, 95.61 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 493.64 feet, and a central angle of 09°53'29"; thence run Easterly along the arc of said curve, 85.22 feet; to a point of compound curvature of a curve concave Northerly having a radius of 261.87 feet, and a central angle of 07°01'03"; thence run Easterly along the arc of said curve, 32.07 feet; thence S 86°59'12" E, 53.36 feet to a point of curvature of a curve concave Southerly having a radius of 214.84 feet, and a central angle of 13°02'08"; thence run Easterly along the arc of said curve, 48.88 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 221.77 feet, and a central angle of 13°50'16"; thence run Easterly along the arc of said curve, 53.56 feet; thence S 87°47'20" E, 21.80 feet; thence N 87°43'53" E, 16.48 feet to a point of curvature of a curve concave Northerly having a radius of 43.23 feet, and a central angle of 30°01'18"; thence run Easterly along the arc of said curve, 22.65 feet; to a point on a non-tangent curve concave Southerly having a radius of 91.90 feet,

and a central angle of $31^{\circ}22'45''$; thence from a tangent bearing of $N 69^{\circ}07'40'' E$ run Easterly along the arc of said curve, 50.33 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 69.08 feet, and a central angle of $33^{\circ}37'29''$; thence run Southeasterly along the arc of said curve, 40.54 feet; thence $S 48^{\circ}52'41'' E$, 54.15 feet to a point on a non-tangent curve concave Northeasterly having a radius of 327.44 feet, and a central angle of $15^{\circ}04'30''$; thence from a tangent bearing of $S 58^{\circ}42'21'' E$ run Southeasterly along the arc of said curve, 86.15 feet; thence $S 71^{\circ}15'23'' E$, 52.17 feet; thence $S 69^{\circ}20'19'' E$, 85.71 feet; thence $S 68^{\circ}33'02'' E$, 44.93 feet; thence $S 64^{\circ}40'56'' E$, 114.94 feet; thence $S 69^{\circ}40'19'' E$, 66.19 feet to a point on a non-tangent curve concave Southwesterly having a radius of 194.48 feet, and a central angle of $18^{\circ}39'11''$; thence from a tangent bearing of $S 72^{\circ}40'45'' E$ run Southeasterly along the arc of said curve, 63.32 feet; to a point on a non-tangent curve concave Northeasterly having a radius of 1098.96 feet, and a central angle of $04^{\circ}24'18''$; thence from a tangent bearing of $S 56^{\circ}54'57'' E$ run Southeasterly along the arc of said curve, 84.49 feet; to a point of compound curvature of a curve concave Northerly having a radius of 324.04 feet, and a central angle of $18^{\circ}55'49''$; thence run Easterly along the arc of said curve, 107.06 feet; thence $S 76^{\circ}52'29'' E$, 44.63 feet; thence $S 13^{\circ}07'31'' W$, 20.00 feet; thence $N 76^{\circ}52'29'' W$, 44.04 feet to a point on a non-tangent curve concave Northerly having a radius of 344.04 feet, and a central angle of $18^{\circ}49'50''$; thence from a tangent bearing of $N 80^{\circ}09'06'' W$ run Westerly along the arc of said curve, 113.07 feet; thence $N 61^{\circ}11'08'' W$, 5.28 feet to the Point of Beginning.



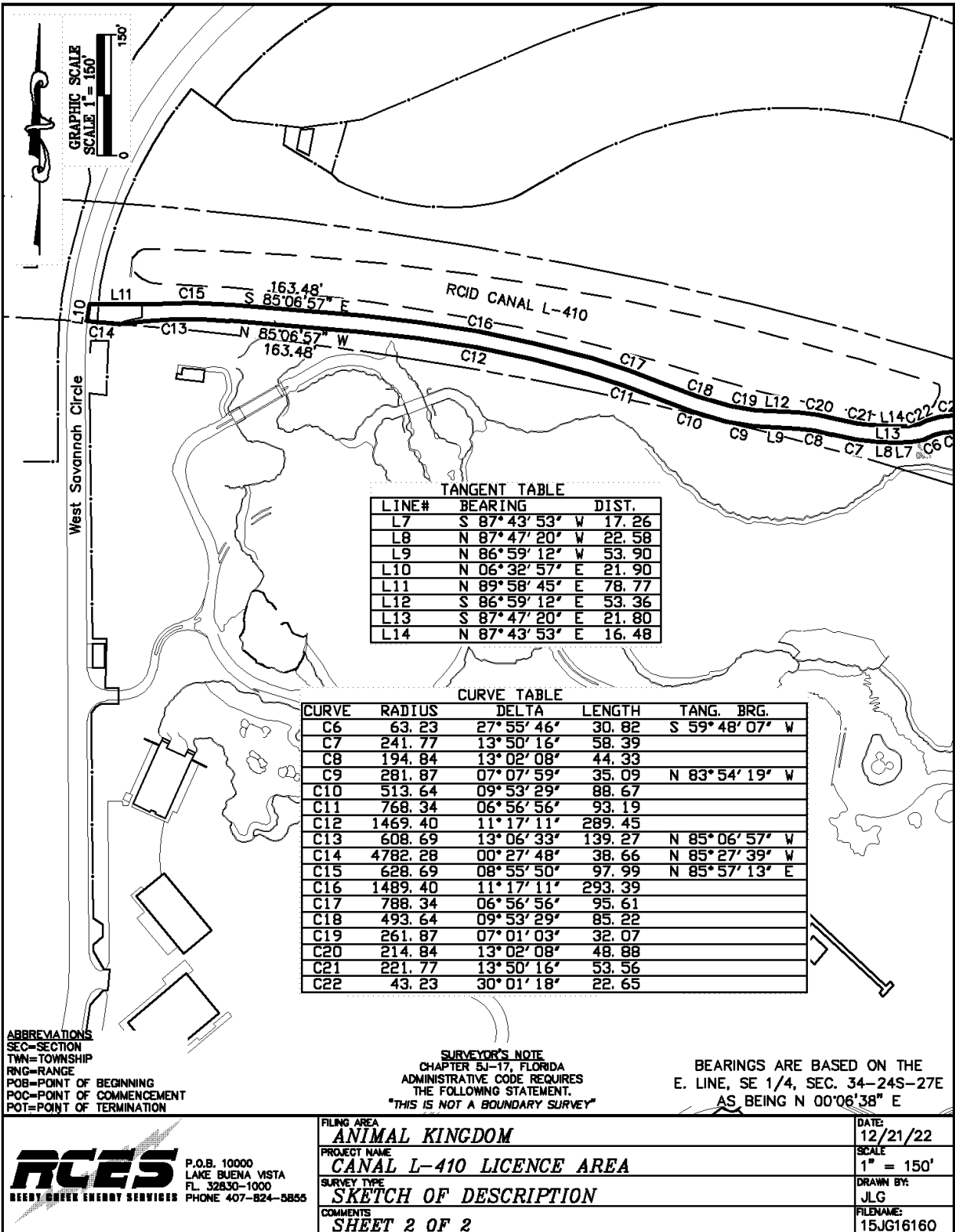


EXHIBIT C

Financial Summary – World Drive North Phase III

January 25, 2023

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
Budget	\$ 101,500,000					
Hard Costs		\$ 2,100,000	\$ -	\$ -	\$ -	\$ 2,100,000
Soft Costs		\$ 3,603,919	\$ 50,000	\$ 83,850	\$ -	\$ 3,737,769
RCID Utilities			\$ 50,000		\$ -	
TOTAL	\$ 101,500,000	\$ 5,703,919	\$ 50,000	\$ 83,850	\$ -	\$ 5,837,769

Percentage of Budget

6%

EXHIBIT C



EXHIBIT D

Financial Summary – World Drive North Phase II

January 25, 2023

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
Budget	\$ 60,200,000					
Hard Costs		\$ 48,550,898	\$ -	\$ 1,628,311	\$ (300,000)	\$ 49,879,209
Arazoza Brothers					\$ (300,000)	
Soft Costs		\$ 9,651,969	\$ 287,600	\$ 364,954	\$ -	\$ 10,304,523
CONSOR Engineers, LLC			\$ 287,600			
TOTAL	\$ 60,200,000	\$ 58,202,868	\$ 287,600	\$ 1,993,264	\$ (300,000)	\$ 60,183,732

Percentage of Budget

100%

EXHIBIT E

ORDINANCE/RESOLUTION NO. 637

An ORDINANCE/RESOLUTION OF THE REEDY CREEK IMPROVEMENT DISTRICT AMENDING THE RCID LAND DEVELOPMENT REGULATIONS FOR COMPLIANCE WITH THE 2032 COMPREHENSIVE PLAN; TO UPDATE DEFINITIONS; TO UPDATE REFERENCES, STANDARDS, AND PROCEDURES FOR USES; GROWTH; INFRASTRUCTURE; STREETS AND RIGHTS-OF-WAY; PARKING, LOADING, AND CIRCULATION; LANDSCAPING; SIGNS; WETLANDS; STORMWATER MANAGEMENT; GROUNDWATER PROTECTION; EROSION CONTROL; SANITARY SEWER; SOLID WASTE; FLORA AND FAUNA; CONSISTENCY REVIEW; DEVELOPMENT REVIEW; SUBDIVISION REVIEW; AMENDMENT OF COMPREHENSIVE PLAN; PLANNING BOARD; AND PLANNING AND ENGINEERING DEPARTMENT

WHEREAS, the Reedy Creek Improvement District Board of Supervisors, pursuant to Chapter 163, Florida Statutes, adopted on November 15, 1991 by Resolution No. 244, a joint comprehensive plan along with the City of Lake Buena Vista and the City of Bay Lake; known as the "1991 Reedy Creek Improvement District Comprehensive Plan"; and

WHEREAS, Section 163.3202, Florida Statutes, require that the Reedy Creek Improvement District adopt and enforce Land Development Regulations that are consistent with and implement the Reedy Creek Improvement District Comprehensive Plan; and

WHEREAS, Reedy Creek Improvement District Planning Board has been established and designated as the Local Planning Agency for the Reedy Creek Improvement District; and

WHEREAS, the Reedy Creek Improvement District Planning Board after public notice conducted public hearings and found the proposed Land Development Regulations to be consistent with and promote the intent of the Reedy Creek Improvement District Comprehensive Plan, do not adversely affect other implementation programs for elements of the Reedy Creek Improvement District Comprehensive Plan, and promote the public health, safety, and welfare within the Reedy Creek Improvement District and therefore recommended adoption by the Reedy Creek Improvement District Board of Supervisors; and

WHEREAS, the Reedy Creek Improvement District Board of Supervisors, the Lake Buena Vista City Council and the Bay Lake City Council after public notice conducted

joint public hearings and by Resolution No. 289, on March 30, 1994, adopted the Reedy Creek Improvement District Land Development Regulations; and

WHEREAS, the Reedy Creek Improvement District Board of Supervisors, upon recommendation by the Reedy Creek Improvement District Planning Board finds and determines that the adoption of the proposed amendments to the Land Development Regulations are consistent with and implement the Reedy Creek Improvement District Comprehensive Plan and that adoption thereof would be in the best interest of the Reedy Creek Improvement District.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the Board of Supervisors of the Reedy Creek Improvement District, on this 14th day of December, 2022, as follows:

SECTION ONE: Purpose and Intent. This Resolution is enacted to carry out the purpose and intent of, and exercise the authority set out in Chapters 163 and 166, Florida Statutes, and the provisions of the Reedy Creek Improvement District Comprehensive Plan.

SECTION TWO: Title and Adoption. The regulations as set forth in Exhibit "A" and adopted hereby shall be known as and may be referred to as "An Ordinance/Resolution of the Reedy Creek Improvement District Amending the RCID Land Development Regulations for compliance with the 2032 Comprehensive Plan; to Update Definitions, References, Standards, and Procedures for Uses; Growth; Infrastructure; Streets and Rights-of-Way; Parking, Loading, and Circulation; Landscaping; Signs; Wetlands; Stormwater Management; Groundwater Protection; Erosion Control; Sanitary Sewer; Solid Waste; Flora and Fauna; Consistency Review; Development Review; Subdivision Review; Amendment of Comprehensive Plan; Planning Board; and Planning and Engineering Department..

SECTION THREE: Conflicts. All ordinances, resolutions, parts of ordinances or parts of resolutions in conflict with the Land Development Regulations adopted hereby are superseded and repealed to the extent of such conflict.

SECTION FOUR: Severability. If any provision or portion of this Ordinance/Resolution is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Ordinance/Resolution shall remain in full force and effect.

SECTION FIVE: Copy Availability. A certified copy of this enacting Ordinance/Resolution and the attached amendment to the Reedy Creek Improvement District Land Development Regulations and any future amendments thereto, shall be filed with the Clerk of the Reedy Creek Improvement District. The

District shall also make copies available to the public for a reasonable reproduction charge.

SECTION SIX: Codification. It is the intention of the Reedy Creek Improvement District Board of Supervisors that sections of the Land Development Regulations may be renumbered or re-lettered and the correction of typographical or scrivener errors which do not affect the intent may be authorized by Planning staff without need of public hearing, by filing a corrected recodified copy of same with the Clerk of the Reedy Creek Improvement District.

SECTION SEVEN: Jurisdiction. This Ordinance/Resolution and the attached amendment to the Land Development Regulations shall be a minimum standard and shall apply to and be enforced throughout the unincorporated and incorporated boundary of the Reedy Creek Improvement District, Florida including the City of Lake Buena Vista, Florida and the City of Bay Lake, Florida.

SECTION EIGHT: Effective Date. This Ordinance/Resolution shall become effective immediately upon final passage and adoption.

PASSED AND DULY ADOPTED, with a quorum present and voting, by the Board of Supervisors of the Reedy Creek Improvement District, Florida, this 14h day of December 2022.

REEDY CREEK IMPROVEMENT DISTRICT

By: _____
Laurence C. Hames
President of the Board of Supervisors

ATTESTED:

By: _____
John H. Classe, Jr.
District Administrator and
Secretary of the Board of Supervisors

Passed and Adopted on 1 st Reading	_____
Publication After 1 st Reading	_____
Passed and Adopted on 2 nd Reading	_____
Final Publication	_____
Effective Date:	_____

RCID LAND DEVELOPMENT REGULATIONS

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RCID LAND DEVELOPMENT REGULATIONS

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ARTICLE 1 - GENERAL PROVISIONS

CHAPTER 1-10

GENERAL PROVISIONS: INTENT

Sections:

1-10.1	Title and Purpose
1-10.2	Organization

Section 1-10.1 Title and Purpose. Article 1 of the Land Development Regulations is entitled General Provisions. The purpose of this article is to specify the title, purpose, basic structure, and applicability of the Land Development Regulations, and require conformity thereto.

Section 1-10.2 Organization. Article 1 consists of the following chapters:

- (a) 1-10 General Provisions: Intent
- (b) 1-20 General
- (c) 1-30 Definitions
- (d) 1-40 Interpretation of Boundaries

CHAPTER 1-20

GENERAL

Sections:

1-20.1	Purpose
1-20.2	Title
1-20.3	Purpose of Land Development Regulations
1-20.4	Applicability
1-20.5	Relationship to Comprehensive Plan
1-20.6	Regulatory Map
1-20.7	Interpretations
1-20.8	Moving Buildings
1-20.9	Visitor Access
1-20.10	Severability

Section 1-20.1 Purpose. The purpose of this chapter, Chapter 1-20, General, is to provide background, introductory, and general information on the Reedy Creek Improvement District Land Development Regulations. This chapter implements Section 163.3202 F.S.

Section 1-20.2 Title. The ordinance codified in Articles 1 through 7 shall be known and cited as the Reedy Creek Improvement District Land Development Regulations, the RCID Land Development Regulations, or the Land Development Regulations.

Section 1-20.3 Purpose of Land Development Regulations. The purpose of the RCID Land Development Regulations shall be to serve the public health, safety, and general welfare of the people who reside, work, or visit the District; implement the RCID Comprehensive Plan; and achieve the following objectives:

- (a) To encourage the most appropriate use of land and the harmonious relationship among land uses;
- (b) To facilitate appropriate and innovative tourist-related recreational development;
- (c) To encourage mixed-use development in order to produce exciting pedestrian-oriented, energy-efficient clusters of activity;
- (d) To promote a safe and efficient transportation system;
- (e) To ensure the provision of adequate infrastructure; and
- (f) To ensure the conservation and protection of natural resources.

Section 1-20.4 Applicability. The RCID Land Development Regulations shall apply to development within the jurisdiction of the Reedy Creek Improvement District, the City of Bay Lake, and the City of Lake Buena Vista. All development shall conform to the RCID Land Development Regulations. None of the provisions of the RCID Land Development Regulations (nor any developer agreements or permits executed or granted pursuant to such Land Development Regulations) are intended nor shall they be construed to add to, enlarge upon or diminish the rights and interests (if any) that third parties may have arising from existing written agreements binding upon or to which RCID is subject.

Section 1-20.5 Relationship to Comprehensive Plan. The intent of the RCID Land Development Regulations is to be consistent with the goals, objectives, and policies of the RCID Comprehensive Plan.

All development shall be consistent with the RCID Comprehensive Plan as well as with the RCID Land Development Regulations. In case of conflict between the RCID Comprehensive Plan and the RCID Land Development Regulations, the plan shall prevail.

Section 1-20.6 Regulatory Map. The map that shows the land use categories used for regulatory purposes in these Land Development Regulations shall be the Future Land Use Map in the Comprehensive Plan.

Section 1-20.7 Interpretations. Unless otherwise provided, any ambiguity concerning the content or application of the RCID Land Development Regulations shall be resolved by the District Administrator, subject to an appeal pursuant to Chapter 6-70, Review and Appeals.

Section 1-20.8 Moving Buildings. A building permit and a moving haul permit shall be required before any building or structure is moved within the District. All buildings and structures moved within the District shall comply with all applicable regulations for the land use designation in which the building or structure is to be located.

Section 1-20.9 Visitor Access. New development adjacent to Bay Lake, Seven Seas Lagoon, ~~Little Lake Bryan~~, Reedy Lake, Lake Mable, South Lake, Village Lake, ~~Lake Buena Vista~~, and Reedy Creek shall make provisions for visitor access to shoreline areas comparable to access that has been made at existing development on the shores of these water bodies.

Section 1-20.10 Severability. If any chapter, section, subsection, sentence, clause, or phrase of the RCID Land Development Regulations is held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of the RCID Land Development Regulations.

CHAPTER 1-30

DEFINITIONS

Sections:

1-30.1	Purpose
1-30.2	Applicability
1-30.3	Rules of Construction
1-30.4	Use Classifications
1-30.5	Definition of Terms

Section 1-30.1 Purpose. The purpose of this chapter, Chapter 1-30, Definitions, is to promote consistency and precision in the interpretation of the RCID Land Development Regulations. This chapter implements Section 163.3202 F.S.

Section 1-30.2 Applicability. The meaning and construction of words and phrases as set forth herein shall apply throughout the Land Development Regulations except where the context of such words and phrases clearly indicates a different meaning or construction. Definitions contained in the EPCOT Building Code shall be applicable except when in conflict with definitions contained in the Land Development Regulations, in which case the Land Development Regulations shall control. Additional definitions which apply only within one article or chapter may be contained within that article or chapter.

Section 1-30.3 Rules of Construction. The following general rules of construction shall apply to the textual provisions of the Land Development Regulations:

- (a) Chapter and Section References. "Chapter" means a chapter of the ordinance codified in these Land Development Regulations unless some other ordinance is specially mentioned. "Section" means a section of the ordinance codified in these regulations unless some other ordinance is specifically mentioned. "Subsection" means a subsection of the section in which the term occurs unless some section is specifically mentioned.
- (b) Headings. Section and subsection headings contained herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any provision of these regulations.
- (c) Illustrations. In case of any differences of meaning or implication between the text of any section or chapter and any illustration, the text shall control.
- (d) Gender. The masculine gender includes the feminine and neuter.
- (e) Number. The singular number includes the plural, and the plural the singular.
- (f) Tense. The present tense includes the past and future tenses, and the future tense includes the present tense.
- (g) Shall and May. "Shall" is mandatory, and "may" is permissive.
- (h) Statutory References. Whenever references are made to any portion of the ordinance codified in these regulations, any other ordinance of the RCID, or any law of this state or federal government, the reference applies to all applicable amendments and additions now or hereafter made.

Section 1-30.4 Use Classifications. Uses are described in the Use Classification System in Chapter 2-30.

Section 1-30.5 Definition of Terms. Unless otherwise specified, the following definitions shall be applicable throughout the Land Development Regulations:

- (a) AASHTO. AASHTO means the American Association of State Highway and Transportation Officials.
- (b) Accessory Building. See Epcot Building Code for definition.
- (c) Accessory Use. An accessory use is a use of land customarily incidental and subordinated to the principal use of the land on the same project site.
- (d) Acute Toxicity. Acute toxicity means the presence of one or more substances or characteristics or components of substances in amounts which:
 - (1) are greater than one-third (1/3) of the amount lethal to fifty (50) percent of the test organisms in 96 hours (96 hr LC50) where the 96 hr LC50 is the lowest value which has been determined for a species significant to the indigenous aquatic community; or
 - (2) may reasonably be expected, based upon evaluation by generally accepted scientific methods, to produce effects equal to those of the concentration of the substance specified in (1) above.
- (e) Adjusted Gross Income. Adjusted gross income means all wages, assets, regular cash, or noncash contributions from persons outside the household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under Section 62 of the Internal Revenue Code.
- (f) Adult Congregate Living Facility. See "Group Home."
- (g) Adverse Impact. Adverse impact means any direct or indirect action likely to cause or actually causing a measurable decline in the stability, function, or diversity of a natural resource system.
- (h) Affordable Housing. Affordable housing is housing which costs the household thirty (30) percent or less of the Metropolitan Orlando Area median income. Housing costs for owner-occupied housing include principal and interest, utilities, property taxes, house insurance, and mandatory association dues. Housing costs for rental housing include rent and utilities.
- (i) Aquifer. An aquifer means an underground, water-bearing layer of earth, porous rock, sand, or gravel through which water can seep or be held in natural storage. Aquifers generally hold water in quantities sufficient to be used as a water supply.
- (j) Area of Disturbance. Area of disturbance means the area within which soil or vegetation is disturbed or material deposited on land, in conjunction with a development. Area of disturbance is often also known as the "construction area" or "limits of construction."
- (k) Board of Supervisors. Board of Supervisors means the RCID Board of Supervisors. References to procedural actions to be taken by the Board of Supervisors also include actions by the City Council of Bay Lake and/or City Council of Lake Buena Vista, as appropriate.

- (l) Berm. A berm is a mound or embankment of earth.
- (m) Borrow Pit. A borrow pit is an excavated area where material has been dug for use as fill at another location.
- (n) Buffer. A buffer is a specially designed protective boundary between a land use, development, or activity and another land use, development, or activity, where the boundary, according to appropriate data and analysis, is of sufficient size and composition to provide the stated level of protection to the protected use, development, or activity.
- (o) Building. See EPCOT Building Code for definition.
- (p) Building, Accessory. See "Accessory Building."
- (q) Building, Main. See "Main Building."
- ~~(r) Community Park. A community park is a park located near major roadways and designed to serve the needs of more than one neighborhood.~~
- (r) Community Residential Home. A community residential home is a dwelling unit licensed to serve clients of the Department of Health and Rehabilitation Services Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Families or licensed by the Agency for Health Care Administration which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents.
- (s) Compensation Point for Photosynthetic Activity. Compensation point for photosynthetic activity means the depth at which one (1) percent of the light intensity at the surface remains unabsorbed. The light intensities at the surface and subsurface shall be measured simultaneously by irradiance meters such as the Kahlsico Underwater Irradiometer, Model No. 268 WA 310 or other devices having a comparable spectral response.
- (t) Comprehensive Plan. Comprehensive Plan is the Reedy Creek Improvement District Comprehensive Plan developed pursuant to the Local Government Comprehensive Planning and Development Regulation Act, as amended, unless otherwise clearly indicated.
- (u) Concurrency Management System. Concurrency management system means the procedures that the RCID will use to assure that development orders and permits are not issued unless the necessary facilities and services are available concurrent with the impacts of development.
- (v) Cone of Influence. Cone of influence is the area surrounding a well pumping water for human consumption that encompasses all area or features that supply groundwater recharge to the well.
- ~~(w) DCA. DCA means the Florida Department of Community Affairs. DEO. DEO means the Florida Department of Economic Opportunity.~~
- (x) Day. A day is a calendar day, unless a working day is indicated.
- (y) Detention. Detention is a delay of stormwater flow for a limited period of time to reduce flooding, improve water quality, and to prevent erosion.

- (z) Development. Development is the carrying out of any building activity or mining operation or the making of any material change in the use of land. Development includes a change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number or size of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land; alteration of a shore or bank of a seacoast, river, stream, lake, pond, or canal; commencement of drilling (except to obtain soil samples), mining, or excavation; clearing of land as an adjunct of construction; and deposit of refuse, solid or liquid waste, or fill on land.
- (aa) Development Parcel. A development parcel is an identified portion of the District that has been or will be developed as an integrated unit.
- (ab) District. District is the Reedy Creek Improvement District, unless otherwise clearly indicated.
- (ac) District Administrator. District Administrator is the RCID Administrator or his or her designee, unless otherwise indicated.
- (ad) Drought Tolerant Species. Drought tolerant species are those plant species which do not require consistent water treatment greater than the average.
- (ae) EPA. EPA means the U.S. Environmental Protection Agency.
- (af) Encroachment. Encroachment means the protrusion of a vehicle into a vehicular access way, pedestrian way, or landscaped area. Encroachment may also mean the protrusion of development into a protected area.
- (ag) Erosion. Erosion is the wearing away and transportation of earth material as a result of the movement of wind, water, or ice.
- (ah) FDEP. FDEP means the Florida Department of Environmental Protection.
- (ai) FDOT. FDOT means the Florida Department of Transportation.
- (aj) F.A.C. F.A.C. means the Florida Administrative Code.
- (ak) F.S. F.S. means the Florida Statutes.
- (al) Fence. A fence is a wall or barrier constructed of boards, masonry, wire, or any other material for the purpose of enclosing space or separating units of land. The term "fence" does not include retaining walls but does **not** include fence gates and gateposts.
- (am) Floodplain. A floodplain is an area inundated during a 100-year 3-day storm event as defined by the RCID Master Drainage Plan.
- (an) Foster Care Facility. A foster care facility is a facility which houses foster residents and provides a family living environment for the residents, including such supervision and care as may be necessary to meet the physical, emotional, and social needs of the residents, and serves either children or adult foster residents.
- (ao) Functional Residents. Functional residents are permanent residents of, day visitors to, and overnight guests within the Reedy Creek Improvement District.
- (ap) Functions. Functions are the beneficial roles wetlands serve, including storage, conveyance, and attenuation of floodwaters and stormwaters; groundwater recharge and discharge; protection of water quality and reduction of sediment and erosion; production of

waterfowl, game, and non-game birds, mammals, and other living resources; protection of habitat for rare, threatened, and endangered species; food chain support for a broad range of wildlife and fisheries; educational, historical, and archaeological value protection; and scenic, aesthetic, and recreational amenities.

- (aq) Group Home. Group home is a facility which provides a living environment for unrelated residents who operate as a functional equivalent of a family, including such supervision and care as may be necessary to meet the physical, emotional, and social needs of the residents. Adult congregate living facilities comparable in size to group homes are included in this definition. Group homes shall not include rooming or boarding homes, clubs, fraternities, sororities, monasteries or convents, hotels, residential treatment facilities, nursing homes, or emergency shelters.
- (ar) Guest. Guests are tourist residents who stay overnight within the District at least one day but less than six months and day visitors who visit but do not stay overnight within the District.
- (as) Hazardous Waste. Hazardous Waste means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470 F.S.
- (at) Hedge. A hedge is a dense row of plant material, such as shrubs, which are arranged to form a boundary or screen.
- (au) Illicit Discharge. A discharge to the District's Municipal Separate Storm Sewer System (MS4) or to waters of the United States which is not composed entirely of stormwater, unless exempted pursuant to RCID Resolution No. 406, or the discharge to the District's MS4 or to waters of the United States which is not in compliance with federal, state, or local permits.
- (av) Impervious Surface. Impervious surface is a surface through which water cannot penetrate, such as a roof, road, sidewalk, paved parking lot, or plaza.
- (aw) Infill Projects. Infill projects means projects which are an integral part of a larger development project and whose traffic, water, sanitary sewer, solid waste, and drainage, and parks and recreation impacts were adequately addressed in the approved plans for the larger development project.
- (ax) In-kind. In-kind means the restoration or creation of a wetland with vegetation and other characteristics closely approximating those of a specified wetland.
- (ay) LOS. See "Level of Service."
- (az) Landscaped Buffer. A landscaped buffer is an area of landscaping separating two distinct land uses or public rights-of-way that acts to soften or mitigate the effects of one land use on the other.
- (ba) Landscaping. Landscaping means an area devoted to or developed and maintained predominantly with native or exotic plant materials including lawn, groundcover, shrubs, flowers, vines, and trees. In addition, landscaping may include, but is not limited to, other complementary decorative features such as rocks, fountains, sculpture, decorative walls, and tree wells.

- (bd) Level of Service. Level of service means an indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility.
- (bc) Level of Service Standard. Level of service standards means the adopted minimum level of service that is allowable for the various infrastructure facilities.
- (bd) MUTCD. MUTCD means the Manual of Uniform Traffic Control Devices.
- (be) Man-induced Conditions which Cannot be Controlled or Abated. Man-induced conditions which cannot be controlled or abated means pollution conditions that have been influenced by human activities, and:
 - (1) would remain after removal of all point sources;
 - (2) would remain after imposition of best management practices for non-point sources; and
 - (3) cannot be restored or abated by physical alteration of the water body, or there is no reasonable relationship between the economic, social, and environmental costs and the benefits of restoration or physical alteration.
- (bf) Main Building. A main building is the building or one of the buildings housing a principal use on the same project site.
- (bg) Maintenance Program. A maintenance program is a program for regular upkeep in order to assure that the goals of an approved plan or design will be met.
- (bh) Manufactured Home. A manufactured home is a structure, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width; which is built on a metal frame and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein; and which was fabricated after June 15, 1976.
- (bi) Mixing Zone. See "Zone of Mixing."
- (bj) Mobile Home. A mobile home is a structure, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width, and which is built on a metal frame and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. If fabricated after June 15, 1976, each section bears a U.S. Department of Housing and Urban Development label certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standards. Structures fabricated after June 15, 1976, shall be deemed to be and are referred to as "manufactured homes."
- (bk) NPDES Permit. A NPDES permit is a National Pollutant Discharge Elimination System Permit as defined by the Federal Clean Water Act.
- (bl) N/A. N/A means not applicable.
- (bm) Native Plants. Native plants are plants that grow naturally in Florida and have adapted to the climate, soil, location, and rainfall patterns of their area.

- (bn) Natural Background. Natural background means the condition of waters in the absence of man-induced alterations based on the best scientific information available to the District. The establishment of natural background for an altered water body may be based upon a similar unaltered water body or on historical pre-alteration data.
- (bo) Natural Drainage Features. Natural drainage features are the naturally occurring features of an area which accommodate the flow of stormwater such as streams, rivers, lakes, wetlands, sloughs, and floodplains.
- (bp) Natural Drainage Flow. Natural drainage flow means the pattern of surface and stormwater drainage through or from a particular site before the construction or installation of improvements or prior to regrading.
- (bq) Natural Groundwater Aquifer Recharge Areas. Natural groundwater aquifer recharge areas are areas receiving significant volumes of water which add to the storage of an aquifer through vertical flow.
- (br) Natural Resources. Natural resources are the physical, biological, and chemical components of our environment supplied by nature.
- ~~(bu) Neighborhood Park. A neighborhood park is a park which serves the population of a neighborhood and is generally accessible by bicycle or pedestrian ways.~~
- (bs) Nonconforming Use. A nonconforming use is a use existing on November 15, 1991, that was allowed under the previous plan and regulations but is not allowed by the Future Land Use map of the current Comprehensive Plan.
- (bt) Nonpoint Source Pollution. Nonpoint source pollution is any pollution that is not point source pollution.
- (bu) Open Space. Open space means (1) all areas that are designated for "Resource Management/Recreation" (RM/R) uses on the Future Land Use Map of the Comprehensive Plan; (2) lakes and waterways; (3) golf courses ~~fairways~~ excluding clubhouses, maintenance facilities and parking lots; (4) all areas designated as such on Figure 7-43 of the Comprehensive Plan; ~~and~~ (5) all areas outside the Wildlife Management Conservation Area (WMCA) that are designated for Conservation uses on the Future Land Use Map; ~~and~~ (6) fields, paths, etc. at the ESPN Wide World of Sports Complex. Open space does not include large, landscaped areas – rapid infiltration basins, ~~sports fields~~, turf areas, buffers – within development parcels used for hotels and attractions.
- (bv) Off-site. Off-site means a location on a project site other than that where a specific action is proposed.
- (bw) On-site. On-site means a location on the same project site where a specific action is proposed.
- (bx) Organic Mulch. Organic mulch means a material applied to landscaped areas to help minimize evaporation from the soil, reduce weeds, moderate soil temperatures, and slow erosion. Organic mulches typically include shredded or chipped melaleuca, eucalyptus, pine straw, various hardwoods, and oak leaves.
- (by) Out-of-kind. Out-of-kind means the restoration or creation of a wetland with vegetation or other characteristics not resembling a specified wetland.

- (bz) Parking Area. Parking area means an open area, excluding a street or other public right-of-way, used for parking of vehicles available to the public, whether for free or for compensation.
- (ca) Plan. Plan means the RCID Comprehensive Plan, unless otherwise clearly indicated.
- (cb) Point Source Pollution. Point source pollution means any pollution resulting from a pollutant discharged from any source that constitutes a discernible, confined, and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft. This term does not include return flows from irrigated agriculture.
- (cc) Pollution. Pollution means the presence in the outdoor atmosphere or waters of the District of any substances, contaminants, noise, or man-made or man-induced alteration of the chemical, physical, biological, or radiological integrity of air or water in quantities or levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, including outdoor recreation.
- (cd) Potable Water Facilities. Potable water facilities are a system of structures designed to collect, treat, or distribute potable water, and includes water wells, treatment plants, reservoirs, and distribution mains.
- (ce) Prime Aquifer Recharge Areas. Prime aquifer recharge areas are those areas designated by the SFWMD as having high aquifer recharge potential.
- (cf) Principal Use. A principal use is the primary or predominant use of any project site, building, or structure.
- (cg) Project. See "Development."
- (ch) Project Site. Project site is that area within which anything is disturbed in preparation for or during construction of a development, except those areas which are disturbed only for the purpose of connecting the development to an underground utility line.
- (ci) Propagation. Propagation means reproduction sufficient to maintain a species' role in its respective ecological community.
- (cj) Public Access. Public access is a means by which a guest may physically reach, enter, or use recreation sites including beaches and shores.
- (ck) Public Road. Public Road is a road that is connected on both ends to a publicly owned facility or to another public road and is defined by a right-of-way dedicated to public use.
- (cl) RCES. RCES means Reedy Creek Energy Services, Inc.
- (cm) RCID. RCID means the Reedy Creek Improvement District.
- (cn) Restoration. Restoration means a human activity that returns a wetland or former wetland from a disturbed or altered condition to a previous condition with greater wetland acreage or functions.
- (co) Retention. Retention means the prevention of storm runoff from direct discharge into receiving waters. Examples are systems which discharge through percolation, exfiltration, and evaporation systems.

- (cp) Right-of-Way. A right-of-way is a linear parcel of land or corridor owned by the Reedy Creek Improvement District.
- (cq) SFWMD. SFWMD means the South Florida Water Management District.
- (cr) Screening Device. A screening device is the combination or individual use of a fence, wall, or dense landscaping to physically and visually separate one area from another area.
- (cs) Shrubs. Shrubs are a self-supporting woody species of plants characterized by persistent stems and branches springing from the base.
- (ct) Site Plan. A site plan is a plan for a project site, showing the existing and proposed conditions of the site.
- (cu) Solid Waste. Solid waste is sludge from a waste treatment works, water supply treatment plant, or air pollution control facility or garbage, rubbish, refuse, or other discarded material, including solid, liquid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- (cv) Special Residential Use. A special residential use is a residential care facility such as a nursing home, convalescent home, adult congregate living facility, group home, foster care facility, or community residential home.
- (cw) State. State is the State of Florida.
- (cx) Structure. A structure is a combination of materials constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.
- (cy) Subdivision. A subdivision is the division of land into two (2) or more legal lots for the purpose of sale of the lots.
- (cz) Surface Runoff. Surface runoff is water that results from precipitation, which is not absorbed by the soil, evaporated into the atmosphere, or entrapped by ground surface depressions and vegetation, and which flows over the ground surface.
- (da) Surface Water. Surface water means water upon the surface of the earth, whether contained in bounds created naturally or artificially or diffused. Water from natural springs shall be classified as surface water when it exits from the spring onto the earth's surface.
- (db) Theme Park. See description of "Recreation: Theme Park" in Chapter 2-30.
- (dc) Topography. Topography means the configuration of a surface, including its relief and the position of natural and man-made features.
- (dd) Topsoil. Topsoil means the upper part of the soil profile that is relatively rich in humus, known in agronomy as the "A-horizon."
- (de) Travel Trailer. Travel trailer means a vehicular portable unit that is mounted on wheels; of such a size or weight as not to require special highway movement permits; primarily designed to provide temporary living quarters for recreational, camping, or travel use; and not more than eight and one-half (8 1/2) feet in width and forty (40) feet in length.
- (df) Use. Use is the purpose for which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied or maintained.

- (dg) Variance. A variance is an authorization to depart from the literal requirements of these Land Development Regulations in situations where strict enforcement would cause undue hardship.
- (dh) WTRM. Water treatment management area.
- (di) Waters. Waters are as defined in Section 403.03(3) Florida Statutes.
- (dj) Wellfield Protection Area. Wellfield protection area is an area designated by local government to protect the groundwater source for a well providing water intended for human consumption for a community water system and includes the surface and subsurface area surrounding a potable water wellfield where contaminants have historically degraded or are likely to degrade the quality of the water supply below groundwater standards established by the Florida Department of Environmental Regulation. The wellhead protection area may include all or part of the zone of contribution. Wellhead protection areas shall be delineated using such methods as reasonable or calculated fixed radius, simplified variable shapes, analytical methods, hydrogeological mapping, numerical flow or transport models or other professionally accepted methodologies.
- (dj) Wetland. A wetland is that area periodically inundated or saturated by surface or groundwater that may be subject to the jurisdiction of the South Florida Water Management District and/or the Army Corps of Engineers.
- (dl) Wetland Buffer. Wetland buffer means an upland area landward of a wetland in which land clearing and water draw-down activities are limited in order to protect the water quality, water quantity, and wildlife habitat values of the wetland.
- (dm) Year. Year is a calendar year, unless otherwise indicated.
- (dn) Zone of Mixing. Zone of mixing means a volume of surface water containing the point or area of discharge and within which an opportunity for the mixture of wastes with receiving surface waters has been afforded. For construction related activities, this zone will be contained wholly within the construction site.

CHAPTER 1-40

INTERPRETATION OF BOUNDARIES

Sections:

1-40.1	Purpose
1-40.2	Rules of Interpretation
1-40.3	Final Determination

Section 1-40.1 Purpose. The purpose of this chapter, Chapter 1-40, Interpretation of Boundaries, is to provide guidance where the boundaries of the land use categories as shown in the Future Land Use Map of the Comprehensive Plan are not defined in sufficient detail. This chapter implements Section 163.3202 F.S.

Section 1-40.2 Rules of Interpretation. When uncertainty exists on the exact location of a land use category boundary, the following rules shall apply in the order listed:

- (a) Boundaries shown as following or approximately following any street shall be construed as following the right of way of the street or, if a right of way has not been established, the centerline of the street; and
- (b) Boundaries shown as following or approximately following natural features shall be construed as following such features.

Section 1-40.3 Final Determination. When the application of the rules in Section 1-40.2, Rules of Interpretation, do not resolve boundary interpretation issues, the District Administrator shall make the final determination based on the features of the Future Land Use Map of the Comprehensive Plan.

ARTICLE 2 - LAND USES

CHAPTER 2-10

LAND USES: INTENT

Sections:

2-10.1	Title and Purpose
2-10.2	Organization

Section 2-10.1 Title and Purpose. Article 2 of the Land Development Regulations is entitled Land Uses. The purpose of this article is to provide more detailed descriptions of land uses than are provided in the land use categories of the Comprehensive Plan.

Section 2-10.2 Organization. Article 2 consists of the following chapters:

- (a) 2-10 Land Uses: Intent
- (b) 2-20 Allowed Uses
- (c) 2-30 Use Classification System
- (d) 2-40 Special Residential Uses
- (e) 2-50 Camping Facilities

CHAPTER 2-20

ALLOWED USES

Sections:

2-20.1	Purpose
2-20.2	Principal Uses
2-20.3	Classification of Principal Uses
2-20.4	Accessory Uses
2-20.5	Essential Services
2-20.6	Theme Parks
2-20.7	Lodging Services
2-20.8	Potential Deannexation Areas

Section 2-20.1 Purpose. The purpose of this chapter, Chapter 2-20, Allowed Uses, is to prescribe the allowed uses that apply to property within the Reedy Creek Improvement District. This chapter implements Section 163.3202(2)(b) F.S.

Section 2-20.2 Principal Uses. Principal uses allowed within the RCID are set forth in Table 2-20 of these Land Development Regulations.

Section 2-20.3 Classification of Principal Uses. Principal uses shall be classified according to the use types described in Chapter 2-30, Use Classification System. The classifications shall comply with the provisions of this section.

- (a) Classifying Uses. Uses shall be classified into use types based upon the description of the use types and upon physical or operating characteristics similar to other uses already classified within the use type.
- b) Classification Process. The District Administrator shall have the authority to classify uses according to use types or to determine that a use does not fit under any type and, therefore, is not permitted. The following rules shall be used:
 - (1) For all land use categories except Resource Management/Recreation, Conservation, and Water, the District Administrator may use broad discretion in classifying uses as long as the public health and safety is not adversely affected; and
 - (2) For the Resource Management/Recreation, Conservation, and Water land use categories, the District Administrator shall allow new uses only if he or she finds that they clearly fit under an existing use type and are consistent with the Comprehensive Plan.
- (c) List of Uses. The District Administrator shall develop and maintain an administrative list of common uses and the types into which they are classified.
- (d) Classifying Several Uses on the Same Project Site. The principal uses conducted on a single project site shall be classified separately.
- (e) Appeals. An applicant can appeal the District Administrator's decision pursuant to Chapter 6-70, Review and Appeals.

Section 2-20.4 Accessory Uses. Accessory uses normally incidental to principal uses are allowed except as otherwise provided by this chapter. The District Administrator shall have the authority to determine if a proposed use is a principal or accessory use and if the use is incidental to the principal use. A decision of the District Administrator is subject to the right of appeal pursuant to Chapter 6-70, Review and Appeals.

Section 2-20.5 Essential Services. Services, such as gas distribution pipelines, electrical distribution and transmission lines, utility poles, and pole transformers, that are necessary to support principal uses shall be considered allowed accessory uses.

Section 2-20.6 Theme Parks. Accessory uses within Theme Parks shall be accorded a broad interpretation to allow those uses that may be desirable or essential in providing an innovative and exciting setting for visitors.

Section 2-20.7 Lodging Services. Accessory uses to Lodging Services shall be construed to permit a wide variety of uses including, but not limited to, health clubs, restaurants, auto rental outlets, specialty stores, recreation facilities, meeting rooms, and convention centers.

Section 2-20.8 Potential Deannexation Areas. Areas identified in the Comprehensive Plan as potential deannexation shall comply with all laws, ordinances, and regulations of the District, including the land use categories indicated, which shall remain in full force until the area is deannexed.

Table 2-10: RCID USE/LAND USE CATEGORY MATRIX

USE TYPES	COMPREHENSIVE PLAN LAND USE CATEGORIES								
	Commer- cial	Resort	Entertain- ment	Support Facilities	Public Facilities	Mixed Use	Resource Mgt / Recreation	Conserva- tion	Water
Administrative and Office									
Private Sector	X	X	X	X		X			
Public Sector	X	X	X	X	X	X			
Agricultural					X	X			
Animal Services									
Grooming		X		X		X			
Kennels		X	X	X		X			
Stables		X	X			X			
Automotive									
Services	X			X		X			
Parking	X	X	X	X	X	X			
Bus/Professional Support	X			X		X			
Civic/Cultural	X	X	X		X	X			
Custom Manufacturing			X	X		X			
Day Care	X	X	X	X	X	X			
Eating & Drinking	X	X	X	X		X			
Equipment Services				X					
Finance/Professional	X			X		X			
Laundry		X	X	X		X			
Lodging	X	X	X			X			
Maintenance		X	X	X		X			
Material Excavation					X				
Medical	X	X	X	X		X			
Natural Resources	X	X	X	X	X	X	X	X	X

Table 2-10: RCID USE/LAND USE CATEGORY MATRIX

USE TYPES	COMPREHENSIVE PLAN LAND USE CATEGORIES								
	Commer- cial	Resort	Entertain- ment	Support Facilities	Public Facilities	Mixed Use	Resource Mgt / Recreation	Conserva- tion	Water
Recreation									
Indoor Entertainment	X	X	X			X			
Indoor Sports	X	X	X			X			
Low Impact	X	X	X	X	X	X	X	X	X
Parks & Recreation					X	X			X
Outdoor Entertainment	X	X	X		X	X			X
Outdoor Sports		X	X			X			X
Theme Park			X			X			
Residential						X			
Safety	X	X	X	X	X	X			
Sales/Service	X	X	X			X			
Transportation	X	X	X	X		X			
Utility Services									
General	X	X	X	X	X	X			
Lines	X	X	X	X	X	X	X	X	X
Warehousing				X		X			
Water Related	X	X	X			X			X

- Notes: a. The column headings refer to the land use categories in the Comprehensive Plan.
b. The row headings refer to use types as described in Chapter 2-30.
c. An "X" indicates that the use is allowed, subject to the appropriate review.

CHAPTER 2-30

USE CLASSIFICATION SYSTEM

Sections:

2-30.1	Purpose
2-30.2	Administrative and Business Offices
2-30.3	Agriculture
2-30.4	Animal Services
2-30.5	Automotive
2-30.6	Business and Professional Support
2-30.7	Civic and Cultural Centers
2-30.8	Custom Manufacturing
2-30.9	Day Care
2-30.10	Eating and Drinking Establishments
2-30.11	Equipment Services
2-30.12	Financial and Professional Services
2-30.13	Laundry Services
2-30.14	Lodging Services
2-30.15	Maintenance Services
2-30.16	Material Excavation
2-30.17	Medical Services
2-30.18	Natural Resources
2-30.19	Recreation
2-30.20	Residential
2-30.21	Safety Services
2-30.22	Sales and Services
2-30.23	Transportation Services
2-30.24	Utility Services
2-30.25	Warehousing Services
2-30.26	Water-Related Services

Section 2-30.1 Purpose. The purpose of this chapter, Chapter 2-30, Use Classification System, is to classify uses according to a limited number of use types on the basis of common functional, product, or compatibility characteristics, thereby providing a performance basis for regulation of uses in accordance with criteria which are directly relevant to the public health, safety, and general welfare. These classifications shall apply throughout the Land Development Regulations. The following sections in this chapter contain the use types which constitute the use classification system. This chapter implements Section 163.3202(2)(b) F.S.

Section 2-30.2 Administrative and Business Offices. The Administrative and Business Offices use type refers to offices which are primarily used for the provision of executive, management, or administrative services not primarily involving walk-in customers or clients. The following are Administrative and Business Offices use types:

- (a) Private Sector. Offices used by for-profit organizations and not-for profit organizations other than government entities. Typical uses include headquarters buildings and computer processing offices.
- (b) Public Sector. Offices used by governmental entities. Typical uses include government headquarters buildings and departmental offices.

Section 2-30.3 Agriculture. The Agriculture use type refers to raising animal or agricultural plant products. Typical uses include grazing, pastures, forests, plant nurseries, tree farms, and orchards.

Section 2-30.4 Animal Services. The Animal Services use type refers to establishments primarily engaged in animal-related services. The following are Animal Services use types:

- (a) Grooming. Grooming of dogs, cats, and similar small animals. Typical uses included dog bathing and clipping salons, and pet grooming shops.
- (b) Kennels. Kennel services provided within any project site, building, structure, enclosure, or premises whereupon or wherein are kept ~~any number of seven or more~~ dogs, cats, or similar small animals in any combination for overnight or daytime boarding. ~~more than ten days.~~
- (c) Stables. The use of a building, and associated exercise and training areas, for sheltering horses.

Section 2-30.5 Automotive. The Automotive use type refers to establishments or places of business primarily engaged in automotive-related services. The following are Automotive Services use types:

- (a) Services. Minor automotive repairs; washing and polishing of automobiles; sales of petroleum products with the incidental sale and installation of tires, batteries, and replacement items; and lubricating services. Typical uses include gasoline service stations.
- (b) Parking. Parking of operable motor vehicles on a temporary basis within a privately owned off-street parking area with or without a fee. Typical uses include parking lots and garages.

Section 2-30.6 Business and Professional Support. The Business and Professional Support use type refers to establishments or places of business primarily engaged in the sale or rental of equipment or the provisions of services to offices of other businesses and organizations, rather than individuals. Typical uses include office supply stores, copying centers, secretarial services, and travel agencies primarily serving business customers.

Section 2-30.7 Civic and Cultural Centers. The Civic and Cultural Center use type refers to the performance of educational, cultural, governmental, and other uses which are strongly vested with public or social importance. This classification includes non-profit, museum-like preservation and exhibition of objects of permanent interest in one or more of the arts and sciences, gallery exhibition of works of art, community meeting rooms, and library collection of books and manuscripts.

Section 2-30.8 Custom Manufacturing. The Custom Manufacturing use type refers to establishments primarily engaged in on-site production of goods and equipment used within the District. Typical uses include set production manufacturing and costume making.

Section 2-30.9 Day Care. The Day Care use type refers to the care of pre-school age children but does not include the overnight care of such children. Typical uses include day care centers and day care facilities within residential units.

Section 2-30.10 Eating and Drinking Establishments. The Eating and Drinking Establishments use type refers to establishments or places of business engaged in the sale of prepared food and beverages.

Section 2-30.11 Equipment Services. The Equipment Services use type refers to facilities for the repair and servicing of trucks, buses, heavy equipment, and special equipment. Typical uses include monorail repair facilities and boat repair facilities.

Section 2-30.12 Financial and Professional Services. The Financial and Professional Service use type refers to establishments primarily engaged in the provision of financial and banking services and professional services to individuals or business. Typical uses include banks, savings and loan institutions, check cashing services, law offices, insurance offices, and real estate firms.

Section 2-30.13 Laundry Services. The Laundry Services use type refers to establishments primarily engaged in the provision of laundering, dry cleaning, or dyeing services other than those classified as Personal Sales and Services. Typical uses include laundry agencies and linen supply services.

Section 2-30.14 Lodging Services. The Lodging Service use type refers to establishments primarily engaged in the provision of commercial sleeping room accommodations on a less than monthly basis to the general public. Lodging Services includes incidental food, drink, and other sales and services intended for the convenience of guests as well as meeting rooms and convention facilities. Typical uses include hotels, motels, villas, treehouses, and campgrounds.

Section 2-30.15 Maintenance Services. The Maintenance Services use type refers to establishments primarily engaged in the provision of cleaning, custodial services, and material storage areas. Typical uses include janitorial, landscape maintenance, and window cleaning service.

Section 2-30.16 Material Excavation. The Material Excavation use type refers to the unearthing of building materials or minerals from the land. Typical uses include borrow pits.

Section 2-30.17 Medical Services. The Medical Services use type refers to establishments primarily engaged in the provision of personal health services ranging from prevention, diagnosis and treatment, or rehabilitation services provided by physicians, dentists, nurses, and other health personnel as well as the provision of medical testing and analysis services. Typical uses include medical offices, dental laboratories, health maintenance organizations, and immediate care facilities.

Section 2-30.18 Natural Resources. The Natural Resources use type refers to those areas which are left in their natural, undeveloped state. Typical uses include wildlife habitats and natural open spaces.

Section 2-30.19 Recreation. The Recreation use type refers to establishments or places of business primarily engaged in the provision of sports, entertainment, or recreation for participants and spectators. The following are Recreation use types:

- (a) Indoor Entertainment. Predominantly spectator uses conducted within an enclosed building. Typical uses include motion picture theaters, performance galleries, discotheques, and nightclubs.
- (b) Indoor Sports and Recreation. Predominantly participant sports and health activities conducted within an enclosed building. Typical uses include indoor swimming pools, indoor racquetball courts, and health clubs.
- (c) Low Impact. Recreation uses that have a very low impact on the natural environment. Typical uses include hiking trails and wildlife observation platforms.
- (d) Park and Recreation. The use of parks, playgrounds, and recreational facilities primarily by the permanent residents and employees within the District. Typical uses include neighborhood parks and community parks.
- (e) Outdoor Entertainment. The use of open or primarily open areas to entertain people. Typical uses include open music stages.
- (f) Outdoor Sports. Predominantly participant sports conducted in open or partially enclosed or screened facilities. Typical uses include golf courses, swimming pools, equestrian centers, and tennis courts.

- (g) Theme Park. The multiple use of a planned area which may include amusement and thrill rides, performance areas, shops and restaurants, educational and cultural displays, television and motion picture production, and necessary support and service facilities. Typical uses include the Magic Kingdom, Epcot, Disney's Hollywood Studios, and Typhoon Lagoon.

Section 2-30.20 Residential. The Residential use type refers to the occupancy of living quarters by one or more families. Typical uses include single-family houses, multi-family housing, manufactured housing, mobile homes, and special housing.

Section 2-30.21 Safety Services. The Safety Services use type refers to public safety and emergency services, including police, fire protection, emergency medical, and ambulance services.

Section 2-30.22 Sales and Services. The Sales and Services use types refers to establishments or places of business primarily engaged in the provision of frequently or recurrently needed specialty items or services. These include various general retail sales and personal services of an appropriate size and scale to meet the above criteria. Typical uses include grocery stores, drug stores, souvenir shops, and clothing stores.

Section 2-30.23 Transportation Services. The Transportation Service use type refers to privately owned establishments primarily engaged in the provision of transportation of persons and goods. Typical uses include monorail, bus, and shuttle services.

Section 2-30.24 Utility Services. The Utility Services use type refers to major structures necessary to support development but which allow some flexibility in location in contrast to those utility uses which coexist with development and which are considered accessory uses. The following are Utility Service use types:

- (a) General. Services normally provided to developed areas. Typical uses include, but are not limited to, energy production facilities, natural gas substations, electrical substations, wastewater treatment plants, solid-waste transfer stations, potable water pump stations, water supply wells, storage tanks, and rapid infiltration basins.
- (b) Lines. Typical uses include natural gas, potable water, reclaimed water and wastewater, transmission pipelines and electrical transmission and distribution lines.

Section 2-30.25 Warehousing Services. The Warehousing Services use type refers to establishments or places of business primarily engaged in the storage and distribution of material and equipment. Typical uses include food warehouses.

Section 2-30.26 Water-Related Services. The Water-Related Services use type refers to uses that take place over water but have access from the shore. Typical uses include boat docking facilities and fishing piers. Restaurants are included if they are allowed in the land use category of the landward portion of the water body.

CHAPTER 2-40

SPECIAL RESIDENTIAL USES

Sections:

2-40.1	Purpose
2-40.2	Small-Community Residential Homes – Six or Fewer Residents
2-40.3	Other Special <u>Community Residential UsesHomes</u>

Section 2-40.1 Purpose. The purpose of this chapter, Chapter 2-40, Special Residential Uses, is to set forth regulations for special residential uses that involve a higher level of care than is normally associated with homes for families or individuals. This chapter implements Sections 163.3202(2)(b) and 419.001~~(2)(11)~~ F.S.

Section 2-40.2 ~~Small-Community Residential Homes – Six or Fewer Residents.~~ A community residential home housing six (6) or fewer residents shall be considered the functional equivalent of ~~deemed~~ a single-family home and, therefore, is allowable wherever a single- or multi-family home is allowed, provided that the applicable Florida Department of Health and Rehabilitative Services standards are met and that a minimum separation of one thousand (1,000) linear feet from any such other small community residential home is maintained. ~~These residential homes are not subject to the provisions of Section 2-40.3, Other Special Residential Uses, and a noncommercial, residential use for the purpose of local laws and ordinances and shall comply with the requirements of Section 419.001(2) F.S.~~

Section 2-40.3 ~~Other Special~~Community Residential UsesHomes – 7 to 14 Residents. ~~Special A~~ community residential ~~uses home~~ housing seven (7) to fourteen (14) residents ~~other than those subject to the provisions of Section 2-40.2, Small Community Residential Homes,~~ shall comply with the provisions of this section.

- (a) **Design Character.** If the ~~special community residential home use~~ is located in a residential area, it shall be designed and maintained to conform to the character of that neighborhood.
- (b) **Signs.** Signs denoting the name or the purpose of a ~~special community residential home use~~ shall not be allowed in a residential area.
- (c) **Siting.** A ~~special community residential home use~~ may not be located within one thousand and two hundred (1,200) feet of another special residential use or within five hundred (500) feet of an area devoted exclusively to single-family residential uses.
- (d) **Interior Facilities.** A facility used for a ~~special community residential home use and which has more than six (6) clients~~ shall provide one (1) bedroom and one (1) full bath for every two (2) clients. One (1) bedroom must be designated for the exclusive use of the facility operator and may not be included with the total number of bedrooms available for use by clients.
- (e) **Licensing.** ~~Special Community residential home use~~ uses may not operate unless they have received all required licenses from applicable state agencies.

CHAPTER 2-50

CAMPING FACILITIES

Sections:

2-50.1	Purpose
2-50.2	Where Allowed
2-50.3	Standards

Section 2-50.1 Purpose. The purpose of this chapter, Chapter 2-50, Camping Facilities, is to set forth regulations for camping facilities to be used by visitors. This chapter implements Section 163.3202(2)(b) F.S.

Section 2-50.2 Where Allowed. Camping facilities are classified under the Lodging Services use type and are allowed wherever that use type is allowed.

Section 2-50.3 Standards. The following standards shall apply to camping facilities:

- (a) Recreation vehicles and tent camping for transient occupancy only may be permitted in designated spaces and areas;
- (b) All accessory uses shall be conducted primarily for the convenience of the occupants of the camping area;
- (c) Every camping facility shall provide an adequate water supply system and wastewater collection systems; and
- (d) Where individual wastewater collection connections to vehicle spaces are not provided, there shall be a central collection station for servicing vehicles with self-contained wastewater systems.

ARTICLE 3 - GROWTH AND INFRASTRUCTURE PHASING

CHAPTER 3-10

GROWTH AND INFRASTRUCTURE PHASING: INTENT

Sections:

3-10.1	Title and Purpose
3-10.2	Organization

Section 3-10.1 Title and Purpose. Article 3 of the Land Development Regulations is entitled Growth and Infrastructure Phasing. The purpose of this article is to provide limits on the rate and extent of development in order that public facilities and services may be planned more efficiently, to provide level of service standards for selected public facilities and services, and to ensure that public facilities and services are available concurrent with the impacts of development.

Section 3-10.2 Organization. Article 3 consists of the following chapters:

- (a) 3-10 Growth and Infrastructure Phasing: Intent
- (b) 3-20 Growth Standards
- (c) 3-30 Infrastructure Standards

CHAPTER 3-20

GROWTH STANDARDS

Sections:

3-20.1	Purpose
3-20.2	Development Maximums
3-20.3	Land Consumption Maximums
3-20.4	Development Thresholds

Section 3-20.1 Purpose. The purpose of this chapter, Chapter 3-20, Growth Standards, is to set forth the overall limitations on all development within the District. This chapter implements Section 163.3202(2)(b) F.S.

Section 3-20.2 Development Maximums. Development of the following uses shall not exceed the maximum increments for growth as specified in Table 2-1 of the Comprehensive Plan, as summarized herein in Table 3-20.2. The figures in the last two columns indicate development in addition to base conditions.

Table 3-20.2: Maximum Development

Use	Plan Designation Where Use Is Permitted	2009 Base Condition	2010 2022 through 2015 2027 Maximum Increment	2010 2022 through 2020 2032 Maximum Increment
Hotels/Motel/Resorts	Hotel/Resort	28,267,39,232 Keys	6,300,7,000 Keys	41,300,14,000 Keys
	Mixed Use			
	Commercial			
	Entertainment			
Hotels/Motel/Resorts	Mixed Use	1,501	1,757,1,515 Keys	1,757,1,515 Keys
	180 Acres of Western Beltway Property (Parcel Id Numbers: 21-24-27-0000-00- 003, 005, 008 thru 068)			(Subset of 41,300,14,000 Hotels/Motel/Resorts Keys)
Other Resort Unit	Hotel/Resort	5,000 Keys	4,000 Keys	8,900 Keys
	Mixed Use			
Other Resort Unit	Mixed Use			1,259 Keys
	180 Acres of Western Beltway Property (Parcel Id Numbers: 21-24-27-0000-00- 003, 005, 008)			(Subset of 8,900 Hotel/Motel Keys)
Golf Courses	Hotel/Resort	81 Holes	0 Holes	18 Holes
	Mixed Use			

Office	Commercial Mixed Use	882,000 1,004,521 S.F.	100,000 SF	150,000 SF
Retail/Restaurant	Commercial Mixed Use	897,887 1,463,222 S.F.	560,000 500,000 SF	835,000 1,000,000 SF
Office/Retail/ Restaurant	Mixed Use 180 Acres of Western Beltway Property (Parcel Id Numbers: 21-24-27-0000-00- 003, 005, 008 thru 068	216,164 SF	450,000 SF (Subset of 150,000 SF Office and 835,000 SF Retail/Restaurant) 233,836 SF	450,000 233,836 SF (Subset of 150,000 SF Office and 835,000 SF Retail/Restaurant)
Major Theme Parks	Entertainment Mixed Use	4 Parks	1 Park	1 Park
Minor Theme Parks	Entertainment Mixed Use	3 Parks	1 Park	2 Parks

Section 3-20.3 Land Consumption Maximums. The total amount of land area devoted to the following uses shall not exceed the development maximums as specified in Table 2.2 of the Comprehensive Plan, as summarized herein in Table 3-20.3.

Table 3-20.3: Projected Land Area to Be Developed, 2009-2018/2022-2032

Use	2010-2022 Average Density	2010-2022/2032 Development Maximums	2010-2022/2032 Based on 2010-2022 Density
Hotels/Motel/Resorts	13.9 14.8 Keys/Acre	11,300 14,000 Keys	843 946
Other Resort Unit	13.9 Keys/Acre	8,900 Keys	640
Golf Course	13.1 Acres/Hole	18 holes	236
Office/Retail/Restaurant	0.34 0.22 FAR	150,000 1,150,000 SF	12 120
Retail/Restaurant	0.14 FAR	835,000 SF	146
Major Theme Park	377 445 Acres/Park	1 park	377 550
Minor Theme Park	107 147 Acres/Park	2 parks	244 300
Support Facilities/Roads	--	--	250
Public Facilities	--	--	250
TOTAL			2,688 2,033 Acres

Section 3-20.4 Development Thresholds. The total amount of development shall not cause the infrastructure demand for the following services and/or facilities to exceed the development thresholds as specified in Table 2.3 of the Comprehensive Plan, as summarized herein in Table 3-20.4.

Table 3-20.4: Development Thresholds for Mixed Use Areas New Development or Net Redevelopment

Service	Unit of Measurement	2010 Base Condition	2015 2027	2020 2032	2010 through 2020 2032 Increment Maximum
Traffic	trips/average day	238,015	343,774	436,295	198,280
Water	mgd/average day	16.2316.890	19.60720.210	23.92222.200	7.6925.310 mgd
Wastewater	mgd/average day	11.64413.490	14.39816.010	18.26318.195	6.6224.705 mgd
Solid Waste (transfer station weight only)	tons/average day	177232	224275	274312	9780 tons/day
Drainage	CFS at S-40	3,282	3,282	3,282	0
Neighborhood Park	acre/1,000 residents	2.0	2.0	2.0	0
Community Park	acre/10,000 residents	20.0	20.0	20.0	0

CHAPTER 3-30

INFRASTRUCTURE STANDARDS

Sections:

3-30.1	Purpose
3-30.2	Maintenance of Standards
3-30.3	Roadway System
3-30.4	Potable Water
3-30.5	Sanitary Sewage
3-30.6	Solid Waste
3-30.7	Drainage
3-30.8	Parks and Recreation

Section 3-30.1 Purpose. The purpose of this chapter, Chapter 3-30, Infrastructure Standards, is to set forth the level of service standards for roads, potable water, sanitary sewer, solid waste, and drainage, and parks and recreation. This chapter implements Section 163.3202(2)(g) F.S.

Section 3-30.2 Maintenance of Standards. The standards in this chapter shall be used in the concurrency management review pursuant to Chapter 6-30.

Section 3-30.3 Roadway System. The level of service standards for public roads within the District are as provided in this section.

- (a) Peak Season. The level of service standards are based on the peak season, which is defined as June through August.
- (b) Constrained Facilities. A fifteen (15) percent increase in service flow rates (capacities) shall be allowed for those roads designated as constrained facilities in the Transportation Element policies of the Comprehensive Plan.
- (c) Standards. The level of service standards for roads are as follows:

Functional Classification	State Facilities	County Facilities	District Facilities
Principal Arterial (Limited Access)	D	N/A	E
Principal Arterial (Major)	D	N/A	E
Minor Arterial	E	E	E
Collector	N/A	E	E
Local	N/A	N/A	N/A

- (d) Definitions. The definitions of the level of service standards for roads are as follows:
 - (1) LOS A: Denotes a relatively free flow of traffic, with little or no limitation on vehicle movement or speed.
 - (2) LOS B: Denotes a steady flow of traffic, with only slight delays in vehicle movement and speed. All queues clear a single signal cycle.

- (3) LOS C: Denotes a reasonably steady, high-volume flow of traffic, with some limitations on movement and speed, and occasional backups on critical approaches.
- (4) LOS D: Denotes the level where traffic nears an unstable flow. Intersections still function, but short queues develop, and cars may have to wait through one signal cycle during short peaks.
- (5) LOS E: Denotes traffic characterized by slow movement and frequent (although momentary) stoppages. This type of congestion is considered severe, but is not uncommon at peak traffic hours, with frequent stopping, long-standing queues, and blocked intersections.
- (6) LOS F: Denotes unsatisfactory stop-and-go traffic characterized by "traffic jams" and stoppages of long duration. Vehicles at signalized intersections usually have to wait through one or more signal changes, and "upstream" intersections may be blocked by the long queues.

Section 3-30.4 Potable Water. The level of service standards for potable water used within the District are as follows:

Land Use	Unit	Average Gallons/Day
Residential	Dwelling	350
Hotel (General)	Keys	200
Luxury/Deluxe DVC	Keys	250
First Class	Keys	200
Moderate/Economy	Keys	150
Other Resort	Keys	250
Convention Space	Square Feet	0.25
Support/Office	Square Feet	0.25
Retail/General Commercial	Square Feet	0.30
Restaurant	Seat	25
Theme Park (general)	Guest	50
Theme Park (water)	Guest	75

Section 3-30.5 Sanitary Sewage. The level of service standards for sanitary sewage generated within the District are as follows:

Land Use	Unit	Average Gallons/Day
Residential	Dwelling	300
Hotel (General)	Keys	180
Luxury/Deluxe/DVC	Keys	230
First Class	Keys	180
Moderate/Economy	Keys	130
Other Resort	Keys	230
Convention Space	Square Feet	0.20
Support/Office	Square Feet	0.20
Retail/General Commercial	Square Feet	0.25
Restaurant	Seat	20
Theme Park (general)	Guest	30
Theme Park (water)	Guest	50

Section 3-30.6 Solid Waste. The level of service standards for solid waste generated within the District are as follows:

Land Use	Unit	Average Pounds/Day
Residential	Dwelling	11.5
Hotel (General)	Keys	7.5
Luxury/Deluxe	Keys	11.0
First Class	Keys	7.5
Moderate/Economy/DVC	Keys	6.0
Value	Keys	3.5
Other Resort	Keys	6.0
Convention Space	Square Feet	0.0325
Support/Office	Square Feet	0.002
Retail/General Commercial	Square Feet	0.0325
/Restaurant		
Theme Park (general)	Park	10 to 20 tons*
Theme Park (water)	Park	0.5 to 1.0 tons*

*depending on size and amenities

Section 3-30.7 Drainage. The level of service standards for drainage within the District are as set forth in this section.

- (a) Main Drainage System. The main District Drainage System shall convey the 50-year, 3-day storm event as determined by the RCID stormwater model.
- (b) S-40 Structure. The discharge at S-40 shall be limited to 3,282 cubic feet per second during a 10-year, 3-day storm event.
- (c) Arterial Roadways. Arterial roadways shall remain above the 50-year, 3-day storm event elevation as determined by a stormwater model acceptable to the District.

- (d) Floor Levels. The first floor of all habitable structures and public facilities shall be a minimum of one (1) foot above the 100-year, 3-day storm event elevation, as determined by a stormwater model acceptable to the District.
- (e) Detention and Retention. All development sites shall provide detention or retention before discharge into the District system as set forth in one of the subsections below.
 - (1) Detention volume shall be provided equal to the first one (1) inch of runoff times the development site acreage, or two and one-half (2 1/2) inches times the development site acreage multiplied by the percentage of imperviousness, whichever is greater;
 - (2) Retention volume shall be provided equal to fifty (50) percent of the amount computed in Subsection (e)(1) of this section.

Section 3-30.8 Parks and Recreation. The level of service standards for parks and recreation facilities within the District are as set forth in this section.

~~(a) Neighborhood Parks. Two (2) acres of neighborhood parkland shall be provided per 1,000 permanent residents.~~

~~(b) Community Parks. Twenty (20) acres of community parkland shall be provided per 10,000 permanent residents.~~

ARTICLE 4 - DEVELOPMENT AND DESIGN REGULATIONS

CHAPTER 4-10

DEVELOPMENT AND DESIGN REGULATIONS: INTENT

Sections:

4-10.1	Title and Purpose
4-10.2	Organization

Section 4-10.1 Title and Purpose. Article 4 of the Land Development Regulations is entitled Development and Design Regulations. The purpose of this article and the chapters within it is to provide development standards, regulate the use of signs, and address nonconforming uses and structures.

Section 4-10.2 Organization. Article 4 consist of the following chapters:

- (a) 4-10 Development and Design Regulations: Intent
- (b) 4-20 Site Improvements
- (c) 4-30 Streets and Rights-of-Way
- (d) 4-40 Parking, Loading, and Circulation
- (e) 4-50 Landscaping
- (f) 4-60 Open Space
- (g) 4-70 Signs
- (h) 4-80 Non-Conformities

CHAPTER 4-20

SITE IMPROVEMENTS

Sections:

4-20.1	Purpose
4-20.2	Potable Water Distribution Systems
4-20.3	Wastewater Collection Systems
4-20.4	Surface Drainage Systems
4-20.5	Solid Waste Systems
4-20.6	Traffic Circulation Systems

Section 4-20.1 Purpose. The purpose of this chapter, Chapter 4-20, Site Improvements, is to establish requirements for adequate site improvements. This chapter implements Section 163.3202(2) F.S.

Section 4-20.2 Potable Water Distribution Systems. All development shall comply with the provisions of this section.

- (a) Connection to RCID System. All development within the potable water service area shall be connected to the RCID water system, except as otherwise provided by the RCID Utility Division Rules.
- (b) Size and Design. All development within the District shall provide a potable water distribution system that shall be of sufficient size and design to supply water for potable use and fire protection to each of the buildings and structures to be erected in the development.
- (c) Fire Hydrants. At least one fire hydrant shall be installed within one hundred fifty (150) feet of each building or structure. Fire hydrants shall be designed and installed in accordance with the EPCOT-Florida Fire Prevention Code.

Section 4-20.3 Wastewater Collection Systems. All development shall include a wastewater collection system that complies with Chapter 5-60, Sanitary Sewer.

Section 4-20.4 Surface Drainage Systems. All development shall include a surface drainage system that complies with Chapter 5-30, Stormwater Management and Section 3-30.7.

Section 4-20.5 Solid Waste Systems. All development shall include a solid waste system that complies with Chapter 5-70, Solid Waste.

Section 4-20.6 Traffic Circulation Systems. The traffic circulation system shall comply with the provisions of Chapter 4-30 and Chapter 4-40.

CHAPTER 4-30

STREETS AND RIGHTS-OF-WAY

Sections:

4-30.1	Purpose
4-30.2	Classification of Roads
4-30.3	Roadway Design Standards
4-30.4	Access Standards
4-30.5	Pedestrian Safety Requirements
4-30.6	Rights-of-Way Requirements

Section 4-30.1 Purpose. The purpose of this chapter, Chapter 4-30, Streets and Rights-of-Way, is to establish minimum requirements for transportation improvements, including public and private streets, bikeways, pedestrian ways, and access control to and from public streets. This chapter implements Section 163.3202(2)(h) F.S.

Section 4-30.2 Classification of Roads. Roads in the District are classified and mapped according to the function they serve, regulation of access, road and right-of-way widths, circulation patterns, design speed, and construction standards. All roads, except for local roads, within the RCID shall be classified as **principal arterial (limited access) roadways, principal arterial (major) arterials**, minor arterials, and collectors as set forth in the Transportation Element of the Comprehensive Plan; such classification is herein adopted by reference.

Section 4-30.3 Roadway Design Standards. All required elements of the transportation system shall at a minimum be in compliance with the engineering design and construction standards contained in FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, unless otherwise approved by the RCID. In instances where FDOT policies are absent, AASHTO engineering design and construction guidelines shall be used. All traffic control devices shall be designed and constructed in compliance with MUTCD standards and Chapter 4-70, Signs, unless otherwise approved by the RCID.

Section 4-30.4 Access Standards. Access driveways shall be designed in conformance with the standards set forth in this section.

- (a) **Access.** Driveway design, including the number of lanes, shall be based on traffic engineering standards for entering and exiting traffic demand which shall comply with Section 4-30.3, Roadway Design Standards.
- (b) **Future Driveways.** No driveway shall be permitted within **seventy (70) one hundred twenty-five (125)** feet of an intersection. This measurement shall be made from the centerline of the proposed driveway to the nearest right-of-way line of the intersecting street as measured along the adjacent right-of-way line.

- (c) Spacing. The minimum spacing for interchanges, driveway connections, median openings, and signals shall be as follows:

Roadway Classification	Interchange Spacing	Minimum Driveway Connection Spacing	Median Opening Spacing	Minimum Signal Spacing
Principal Arterial (Major Arterial/ Limited Access & Major)	1 mile	N/A	N/A	N/A
Minor Arterial	N/A	245 feet	660 feet	1,320 feet
Collector	N/A	125 feet	330 feet	1,320 feet

- (e) Number of Driveways. The number of driveways to be provided for any individual use shall be the minimum number required to adequately serve the needs of the use. Uses with frontage of one hundred (100) feet or less will be limited to one (1) driveway.
- (f) Angle to Roadway. Driveways shall be as nearly at right angles to the roadway as practical.
- (g) Obstruction of Right-of-Way. Site development shall be designed to provide adequate on-site parking and maneuvering for all vehicles so that vehicles entering or exiting the site do not park on or obstruct the right-of-way.
- (h) Backing onto Right-of-Way. No driveway shall be permitted which necessitates backing of vehicles on the right-of-way.
- (i) Road Improvements. When driveway connections are proposed, improvements to the public road shall be required of development when necessary to ensure safe and adequate ingress and egress to the site.

Section 4-30.5 Pedestrian Safety Requirements.

- (a) Sidewalk Adjacent to Collector, Minor Arterials, and Local Roads. Location of sidewalks shall be consistent with planned roadway improvements. Pedestrian ways or crosswalks will be required between places of work and shopping/eating areas and between adjacent or adjoining places of work.
- (b) Other Sidewalks or Footpaths. The FDOT Design Manual Florida Pedestrian Planning and Design Handbook shall be used as guidance in the design and construction of sidewalks and other footpaths within rights-of-way. In instances where FDOT manuals are absent, AASHTO engineering design and construction policies may be used.

Section 4-30.6 Public Rights-of-Way Requirements. The dedication and/or reservation for acquisition of rights-of-way for public transportation facility improvements shall be required of development within the District, as provided in this section.

- (a) General. The location and design of new roadway network facilities, transit corridors, and pedestrian facilities shall be coordinated during the development review process.
- (b) Minimum Widths. Rights-of-way shall be reserved at the minimum width required to accommodate construction of the number of lanes shown on the Future Transportation

Network Maps, Figures 3-1 and 3-2, in the Comprehensive Plan. Right-of-way width standards for RCID roadways shall be as follows:

Roadway Classification	Minimum Width
Principal Arterial (Limited Access)	200 feet
Principal Arterial (Major)	200 feet
Minor Arterial	150 feet
Collector	60 feet

- (c) Signage. Signage shall comply with the requirements of Section 4-70.3, Rights-of-Way and Easements.

CHAPTER 4-40

PARKING, LOADING, AND CIRCULATION

Sections:

4-40.1	Purpose
4-40.2	General Parking Regulations
4-40.3	Location of Parking
4-40.4	Joint Use of Parking
4-40.5	Loading and Unloading Requirements
4-40.6	Permanent Reservation
4-40.7	Parking for Disabled Persons
4-40.8	<u>Pedestrian Access from Public Sidewalks</u>

Section 4-40.1 Purpose. The purpose of this chapter, Chapter 4-40, Parking, Loading, and Circulation, is to provide safe and adequate parking and loading facilities. This chapter implements Section 163.3202(2)(h) F.S.

Section 4-40.2 General Parking Regulations. Parking shall be required as set forth in this section.

- (a) General. Prior to issuance of a Certificate of Occupancy and permanent provision of utilities, evidence shall be provided that the parking required by this chapter, including disabled-person spaces, is provided.
- (b) Applicability. Parking for new uses, new buildings or structures, enlargement of existing buildings or structures, or increase in capacity of existing buildings or structures shall be provided as set forth in this chapter.
- (c) Number of Spaces. The number of spaces provided shall be based on Table 4-40-1 unless a detailed parking study is submitted which justifies the use of other standards. All references to employees mean the number of employees on the largest shift.
- (d) Disabled Persons. Parking space requirements for disabled people are addressed in Section 4-40.7, Parking for Disabled Persons.
- (e) General Design. All parking areas shall be properly drained and designed with regard to pedestrian and vehicular safety.
- (f) Size of Parking Spaces. Parallel parking spaces shall have a minimum width of eight (8) feet and a minimum length of twenty-two (22) feet and all other parking spaces shall have a minimum width of eight and one-half (8 1/2) feet and a minimum length of eighteen (18) feet.
- (g) Turning and Maneuvering. Off-street turning and maneuvering shall be provided for each lot so that no vehicle will be required to back onto or from any public street or alley.
- (h) Access and Circulation. The parking area shall be designed so that vehicles within the parking area will not have to enter a public street to move from one location to any other location within the parking area. The size and location(s) of all public vehicular access and vehicular circulation shall be subject to review by the District Administrator.
- (i) Surfacing. Pervious paving of parking spaces, driveways, and maneuvering areas is encouraged where suitable soils are present. Suitable pervious materials include, but are

not limited to, 57 stone, crushed granite, and pervious concrete. Asphaltic millings are not a suitable pervious material. In instances where pervious paving may not be used, parking spaces, driveways, and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other similar durable weather-resistant surface.

Section 4-40.3 Location of Parking. The required parking facilities shall be located on the development site they are intended to serve, except as provided herein.

(a) ~~Within 750 Feet.~~ The District Administrator may allow the establishment of parking facilities on another development site if the majority of such facilities are within seven hundred and fifty (750) feet of the site or use they are intended to serve, provided all of the following findings are made:

- (1) Practical difficulties, such as environmental constraints or site congestion, prevent the placing of the facilities on the same development site as the building or use they are designed to serve;
- (2) A pedestrian walkway system is provided to connect the parking facilities to the building or use they are designed to serve. When such a pedestrian walkway system traverses the public right-of-way, the pedestrian walkway system must be elevated above the right-of-way or depressed beneath the right-of-way; and
- (3) For two (2) lane collector roads, in lieu of an elevated pedestrian walkway system, a signalized at grade pedestrian crossing will be allowed provided signals are warranted and meet spacing criteria in Section 4-30.4.
- (34) The owner of the parking facility has entered into a written agreement with the RCID, with enforcement running to the RCID, providing that the land comprising the parking facility shall be reserved as set forth in Section 4-40.6, Permanent Reservation.

~~(b) More Than 750 Feet.~~ The District Administrator may allow the establishment of parking facilities on another development site where such facilities are more than seven hundred and fifty (750) feet of the site or use they are intended to serve, provided all of the following findings are made:

- ~~(1) Practical difficulties, such as environmental constraints or site congestion, prevent the placing of the facilities on the same development site as the building or use they are designed to serve;~~
- ~~(2) Valet, shuttle, and/or tram service is provided from the parking facilities to the site or use, and the owner of the building or use has entered into a written agreement with the RCID that the valet, shuttle, and/or tram service will be maintained so long as the parking facilities are required; and~~
- ~~(3) The owner of the parking facility has entered into a written agreement with the RCID, with enforcement running to the RCID, providing that the land comprising the parking facility shall be reserved as set forth in Section 4-40.6, Permanent Reservation.~~

(c) **Voidable Agreement.** The written agreements in Subsection (a)(3) or Subsection (b)(3) of this section shall be voided by the RCID if parking facilities on the same development site are subsequently provided in accordance with this chapter.

Section 4-40.4 Joint Use of Parking. The sharing of spaces by more than one use shall comply with the provisions of this section.

- (a) Joint Use of Spaces. Parking spaces required for a building or use shall be included as part of the on-site parking requirements for another building or use only upon approval of a parking study that demonstrates that parking demands of the different uses overlap in a complementary manner and/or occur at different times.
- (b) Combined Parking Areas. Nothing in this chapter shall be construed to prevent the joint use of on-site parking space by two (2) or more buildings or uses if the total of such spaces when used together shall not be less than the sum of the requirements for the various individual uses or buildings computed separately.

Section 4-40.5 Loading and Unloading Requirements.

- (a) Location. All loading and unloading shall take place in designated areas so as not to interfere with the movement of traffic.
- (b) Markings. Loading and unloading areas shall be designated with appropriate markings and signage.

Section 4-40.6 Permanent Reservation. Except where equivalent parking or loading space is provided, the area reserved for parking or loading in accordance with the requirements of this chapter shall not be reduced in area or changed to any other use unless the permitted use that it serves is discontinued or modified.

Section 4-40.7 Parking for Disabled Persons. All development offering parking for the general public shall provide specially designed and marked motor vehicle parking spaces and passenger drop-off and loading zones for the exclusive use of physically disabled persons in accordance with the more limiting minimum requirements of the EPCOT Building Code Accessibility Code or the Americans with Disabilities Act.

Section 4-40.8 Pedestrian Access from Public Sidewalks. All developments with adjacent public sidewalks shall provide safe pedestrian access from the public sidewalk with a connecting walkway or sidewalk to the development site.

Table 4-40-1: Off-street Parking Space Requirements

Use Type	Spaces Required
Administrative and Business Offices Private Sector	1 per 180 SF of building GFA on first floor + 1 per 250 SF of GFA above first floor, excluding floor area used for mechanical/utility equipment and public spaces.
Public Sector	Same as Private Sector
Agriculture	No Requirements
Animal Services Grooming Kennels Stables	2.5 per 1,000 SF + 1 per employee 1 per 300 SF of enclosed floor area 1 per employee + 0.5 per horse
Automotive Services Parking	1 per employee + 2 per 1,000 SF of GFA + 2 per service bay 1 per employee + guest spaces
Business and Professional Support	1 per 250 SF of GFA in buildings with less than 2,000 SF in area 1 per 200 SF of GFA in buildings with 2,000 to 20,000 SF in area 1 per 150 SF of GFA in buildings with over 20,000 SF in area
Civic and Cultural Centers With Fixed Seats Without Fixed Seats Exhibition Space, Library, Meeting Rooms	1 per 3 fixed seats for patron use + 1 per employee 1 per 35 SF of GFA used for assembly purposes + 1 per employee 1 per 300 SF of GFA
Custom Manufacturing	1 per 500 SF of GFA or 2 per employee, whichever results in the greater number of parking spaces
Day Care	1 per 1,000 SF of GFA + 1 per employee + 0.20 per child
Downtown Disney Springs	9 per 1,000 SF including outdoor dining areas Parking Study required
Eating and Drinking Establishments	1 per 5 fixed seats + 1 per 35 SF with no fixed seats + 1 per employee; minimum 10 spaces total
Fast Food Restaurants	0.58 per seat
Equipment Services	1 per 500 SF of GFA or 1 per employee, whichever results in the greater number of spaces
Financial or Professional Services	1 per 250 SF of GFA in buildings with less than 2,000 SF in area 1 per 200 SF of GFA in buildings with 2,000 to 20,000 SF in area 1 per 150 SF of GFA in buildings with over 20,000 SF in area
Laundry Services	1 per 500 SF of GFA or 1 per employee, whichever results in the greater number of spaces

Use Type	Spaces Required
Lodging Services	
Hotels/Resorts (with Monorail)	1.3 per guest room (<u>key</u>) plus, if applicable, 1 per 200 SF of floor area <u>GFA</u> used for convention and meeting purposes (excluding lobbies, pre-function areas, and restrooms)
Hotels/Resorts (without Monorail)	1 per guest room (<u>key</u>) plus, if applicable, 1 per 200 SF of floor area <u>GFA</u> used for convention and meeting purposes (excluding lobbies, pre-function areas, and restrooms)
Value Resorts	0.92 per guest room (<u>key</u>)
Maintenance Services	1 per 500 SF of GFA or 1 per employee, whichever results in the greater number of spaces
Material Excavation	No Requirements
Medical Services	1 per 150 SF of GFA (excluding floor area used for mechanical and utility equipment) or 5 per doctor's office or 1 per hospital bed, whichever results in the greatest number of spaces
Natural Resources	No Requirements
Recreation	
Indoor Entertainment	1 per employee + 1 per 3 seats
Indoor Sports and Recreation	5 per 1,000 SF + 1 per employee
Low Impact	No Requirement
Park and Recreation	9 per acre
Outdoor Entertainment	Parking Study required
Outdoor Sports	
Golf Courses	10 per hole plus parking requirements for related buildings and uses; if golf course is an integral part of a hotel development, 4 per hole plus parking requirements for hotel
Other Outdoor Sports	Parking Study required
Theme Parks	Parking Study required
Residential	
Single and Two Family	2 per unit, both covered
Multi-Family	1 per studio unit; 1.5 per 1 bedroom unit; 2 per 2 bedroom unit; + 0.25 per each unit for visitor parking
Mobile <u>or Manufactured</u> Home	2 per unit
Special	Parking Study required
Safety Services	1 per employee
Sales and Services	1 per 180 SF of GFA used for retail uses
Transportation Services	1 per employee
Utility Services	
General	1 per employee
Lines	No Requirements
Warehousing Services	<u>1 per 1,000 SF of building GFA 1 per 6,000 SF of building GFA</u>

Use Type	Spaces Required
Water-Dependent Services	Use space requirements for other applicable use types listed in this table; if not listed, parking study required.

Note: 1. “GFA” means *Gross Floor Area of building*.
2. “Employee” refers to the number of employees on the largest shift.

CHAPTER 4-50

LANDSCAPING

Sections:

4-50.1	Purpose
4-50.2	Applicability
4-50.3	Required Plans
4-50.4	Water Conservation
4-50.5	Public Safety
4-50.6	Native Vegetation
4-50.7	Non-residential Properties Adjacent to Residential Properties

Section 4-50.1 Purpose. The purpose of this chapter, Chapter 4-50, Landscaping, is to establish regulations for landscaping, including plants and irrigation. This chapter implements Section 163.3202(2) F.S.

Section 4-50.2 Applicability. The provisions set forth in this chapter shall apply to all areas within the Reedy Creek Improvement District boundaries.

Section 4-50.3 Required Plans. Landscaping plans shall be required for all development requiring a site plan review pursuant to Chapter 76-20. These plans shall be prepared by a licensed Landscape Architect or other person knowledgeable of Florida plant materials, plant communities, and landscape procedures. The landscaping plans shall provide sufficient detail to enable the District Administrator to determine that the plans comply with this chapter. These plans shall not be reviewed for aesthetic value or for other features not covered specifically by this chapter.

Section 4-50.4 Water Conservation and Water Quality.

- (a) All new irrigation systems shall be required to connect to the RCID water reuse system upon initial installation or when such system connections become available. Where reuse water is not available or where its use is prohibited, high drought tolerant plants from the Florida-Friendly Landscaping Plant Database Guide at <http://www.floridayards.org/fyplants/index.php> ~~<https://ffl.ifas.ufl.edu/resources/apps/plant-guide/>~~ must be used.
- (b) A low maintenance zone shall be required along the side slopes and within ten (10) feet of the top of slope (Figure 4-1) of any pond, stream, water course, lake, or canal or within ten (10) feet of the landward edge of any wetland or wetland buffer (Figure 4-2) or from the top of a seawall. The low maintenance zone is to be planted and managed in order to alleviate the need for watering and to minimize the need for mowing, etc. A swale/berm system (Figure 4-3) may be required for installation at the landward edge of this low maintenance zone to capture and filter runoff under certain design conditions.

Figure 4-1

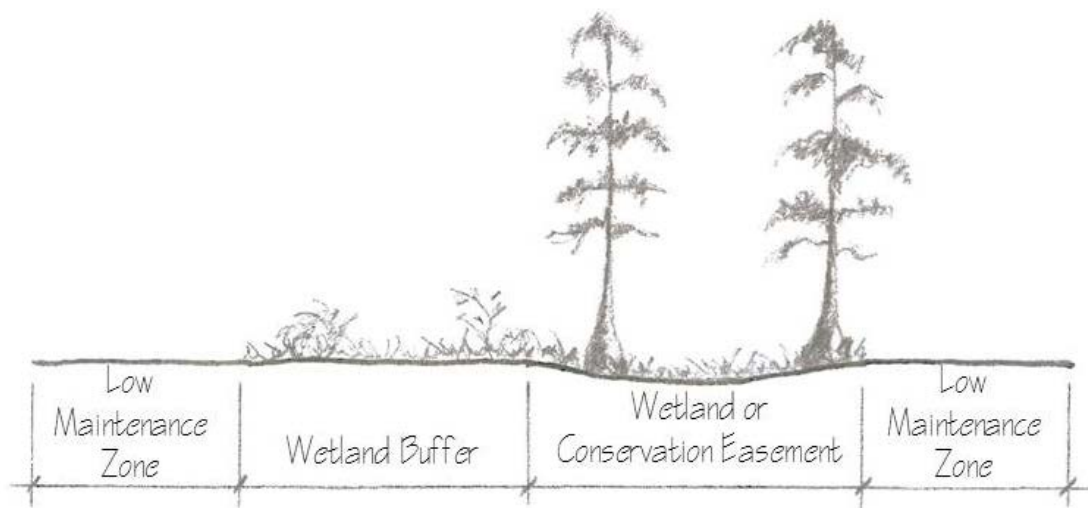


Figure 4-2 Redo

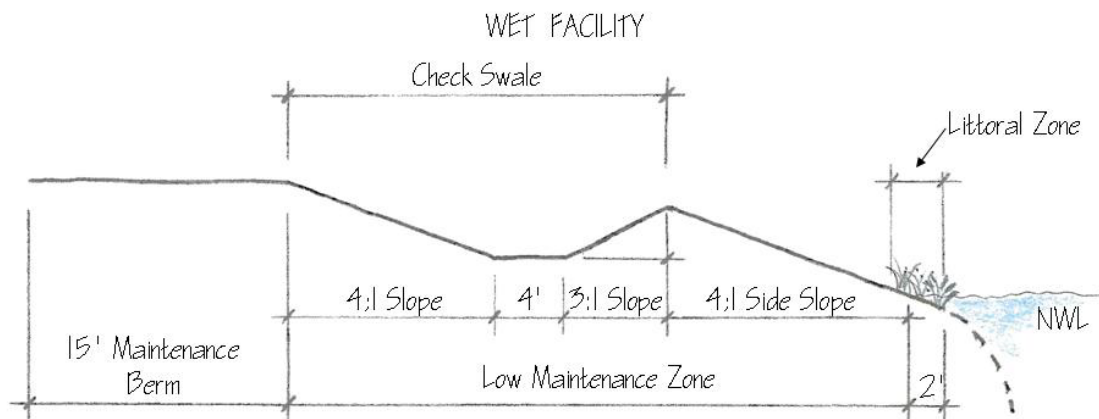


Figure 4-3

- (c) Irrigation with reuse water within the low maintenance zone is prohibited unless applied by a drip irrigation system.
- (d) Temporary irrigation with potable water within the low maintenance zone is permitted as long as deduct meters are installed and removed and the waterline permanently capped within a single nine (9) month period. The location of each deduct meter must be shown on the irrigation plans.
- (e) Fertilization within the low maintenance zone is prohibited.
- (f) No mowed or cut vegetative material is to be deposited or left remaining in the low maintenance zone in a manner that would allow such material to be deposited in any pond, stream, water course, lake, canal, wetland, or wetland buffer.
- (g) The use of mulch in the low maintenance zone is discouraged and may only be used when mulch is prevented from entering the District's property-wide stormwater management system.
- (h) All new development and all conversions of existing irrigation systems from potable water to reuse water are to be equipped with weather sensors that control the amount and rate of potable or reuse water application to match the needs of the vegetation. Such weather sensors shall measure effective rainfall and calculate evapotranspiration rates to determine the optimum irrigation rate and duration. Overriding of the weather sensors for the purpose of increasing landscape irrigation shall not be permitted, except to allow for supplemental watering for the establishment of new plantings and new sod and watering in of chemicals and fertilizers as prescribed by the label.

Section 4-50.5 Public Safety. All landscaping shall comply with the provisions of this section.

- (a) General. Landscaping, including irrigation systems and screening, shall meet the following safety requirements:
 - (1) The height, spread, and growth habit of all plantings shall not interfere with or obstruct ease of vehicular or pedestrian movement; and
 - (2) Trees, excluding conifers, shall be pruned such that no branches extend lower than seven (7) feet above curb level in areas adjacent to pedestrian sidewalks.
- (b) Intersection Visibility. Limits of clear sight is critical to public safety in landscaping design. All landscaping design shall conform to criteria and standards contained in FDOT manuals. In instances where FDOT criteria and standards are absent, AASHTO standards shall be used.
- (c) Invasive Plant Species. Invasive plant species are species of non-native plants that spread outside cultivated areas and cause environmental or economic harm. Invasive species are reducing the economic productivity and ecological integrity of our lands and waters. Invasive species harm noninvasive native species and their habitats, renewable resources, and diminish productive capacity of agricultural lands including forestlands, rangelands, and pasturelands. Category I invasive plants on the Florida Exotic Pest Plant Council's most recent List of Invasive Plant Species (available at <http://www.fleppc.org/list/list.htm> <https://newfleppc.bugwoodcloud.org/index.cfm>) are prohibited.

Section 4-50.6 Native Vegetation. Existing natural vegetation and ecological communities shall be preserved and integrated into the landscape planting, where appropriate and as feasible.

Section 4-50.7 Non-residential Properties Adjacent to Residential Properties. Landscaping for all non-residential properties located adjacent to residential properties shall provide landscaping to visually buffer the uses.

CHAPTER 4-60

OPEN SPACE

Sections:

4-60.1	Purpose
4-60.2	Open Space Requirements

Section 4-60.1 Purpose. The purpose of this chapter, Chapter 4-60, Open Space, is to provide regulations for the dedication and maintenance of open space. This chapter implements Section 163.3202(2)(b) F.S.

Section 4-60.2 Open Space Requirements. In order to produce aesthetically pleasing development, prevent overly dense development, and facilitate groundwater recharge, open space shall be required as set forth in this section.

- (a) Amount of Open Space. RCID Open Space Map, Figure 7.43 of the Comprehensive Plan, on file in the Department of Planning and Engineering, illustrates designated areas which shall remain as ~~as currently include land uses designated as~~ open space and which shall comply with the open space definition in Section 1-30.5 and with the requirements of this chapter.
- (b) Open Space Characteristics. To the extent possible, given the use of the property and the location of the open space, the land shall be left in its natural condition and plant and animal communities shall be preserved.
- (c) Public Use. The land to be set aside for open space need not be made available for public use.

CHAPTER 4-70

SIGNS

Sections:

4-70.1	Purpose
4-70.2	Applicability
4-70.3	Rights-of-Way and Easements
4-70.4	Signage Criteria

Section 4-70.1 Purpose. The purpose of this chapter, Chapter 4-70, Signs, is to establish requirements for signs and structures within public rights-of-way. These regulations are intended to avoid traffic hazards. This chapter implements Section 163.3202(2)(f) F.S.

Section 4-70.2 Applicability. The provisions of this chapter shall apply to all signs or structures within public rights-of-way.

Section 4-70.3 Rights-of Way and Easements. All signs or structures located within the Reedy Creek Improvement District rights-of-way shall be for the purpose of managing, controlling, and directing traffic to businesses or events within the boundaries of the District, or for directing traffic to businesses or events outside the boundaries of the District only if the sole access to the business or event is via District rights-of-way. Signs shall not be located in the clear recovery zone unless they are of the breakaway type or such other approved type as set forth in the **most recent edition of the** "Manual of Uniform Traffic Control Devices" published by the American Traffic Safety Services Association (ATSSA) / Institute of Transportation Engineers (ITE) / American Association of State Highway and Transportation Officials (AASHTO) or "A Policy on Geometric Design of Highways and Streets," **2004,** published by AASHTO.

Section 4-70.4 Signage Criteria. The criteria that the District may consider in connection with its erection of signage regarding traffic to and from businesses or events within the boundaries of the District as described in Section 4-70.3 are as follows:

- (a) **Traffic.** Traffic control, management and safety, as provided in this chapter;
- (b) **Location.** The physical location of the business or event within the District and the proximity and visibility thereof with respect to each other and to adjacent or nearby parking facilities and District rights-of-way.
- (c) **Traffic Volume.** The volume of traffic being or to be generated by the business or event within the District; and
- (d) **Existing Signage.** The extent to which the business or event within the District is already mentioned in any existing signage (including, but not limited to, on-site signage).

CHAPTER 4-80

NON-CONFORMITIES

Sections:

4-80.1	Purpose
4-80.2	Applicability

Section 4-80.1 Purpose. The intent of this chapter, Chapter 4-80, Non-Conformities, is to identify those conditions under which non-conforming uses may continue to be conducted.

Section 4-80.2 Regulations. Non-conforming uses shall comply with the provisions of this section.

- (a) Continued Use. A non-conforming use shall be allowed to continue except as otherwise provided herein.
- (b) Change in Size. A non-conforming use shall not be enlarged or otherwise increased in size.
- (c) Destruction of Facility. If a structure containing a non-conforming use is damaged or partially destroyed, the non-conforming use shall be discontinued if the actual costs of reconstruction exceed fifty (50) percent of the structure's replacement value.

ARTICLE 5 - ENVIRONMENTAL PROTECTION

CHAPTER 5-10

ENVIRONMENTAL PROTECTION: INTENT

Sections:

5-10.1	Title and Purpose
5-10.2	Organization

Section 5-10.1 Title and Purpose. Article 5 of the Land Development Regulations is entitled Environmental Protection. The purpose of this article and the chapters within it is to protect the environmental quality of the Reedy Creek Improvement District.

Section 5-10.2 Organization. Article 5 consists of the following chapters:

- (a) 5-10 Environmental Protection: Intent
- (b) 5-20 Wetlands
- (c) 5-30 Stormwater Management
- (d) 5-40 Groundwater Protection
- (e) 5-50 Erosion Control
- (f) 5-60 Sanitary Sewer
- (g) 5-70 Solid Waste
- (h) 5-80 Soils and Minerals
- (i) 5-90 Flora and Fauna
- (j) 5-100 Archaeological and Historic Resources

CHAPTER 5-20

WETLANDS

Sections:

5-20.1	Purpose
5-20.2	Applicability
5-20.3	Exemptions
5-20.4	Wetland Classifications
5-20.5	General Provisions
5-20.6	Uses Allowed in Class II Wetland Areas
5-20.7	Maintenance and Repairs
5-20.8	Requirements for Wetland Buffers
5-20.9	Environmental Review
5-20.109	Evaluation and Approvals

Section 5-20.1 Purpose. The purpose of this chapter, Chapter 5-20, Wetlands, is to implement the environmental protection policies of the RCID Comprehensive Plan and protect those areas designated as wetlands in the Comprehensive Plan. This chapter implements Section 163.3202(2) F.S.

Section 5-20.2 Applicability. This chapter shall apply to all projects within the boundaries of the RCID unless exempted by Section 5-20.3. Figure 6-67 Wetlands in the Comprehensive Plan (Conservation Element), which is hereby adopted by reference, shows the general location of wetlands and should be consulted by persons contemplating activities in or near these areas before engaging in a regulated activity. The RCID shall accept the wetland line delineated in the SFWMD Conceptual Permit #48-00714-S and #48-00714-P (Application Numbers 100212-12 and 140801-15).

Section 5-20.3 Exemptions.

- (a) **Long Term Permits.** In accordance with the long term permits listed below, known collectively as the Long Term Permits, certain wetlands within the RCID have been received conceptual approval approved for impact and subject to mitigation has been finalized UMAM credit limits. The issuing agency and permit number for the Long Term Permits are as follows:
- (4a) South Florida Water Management District Permit #48-00714-S and #48-00714-P (Application Numbers 100212-12 and 140801-15);
 - (2b) Army Corps of Engineers Permit #199101901 (IP-GS); and
 - (3c) Florida Game and Fresh Water Fish Commission Permit #OSC-4.
- (b) **Existing Permits.** All areas within the District identified for impact by the Long Term Permits or any state and federal permits existing at the time of implementation of the LDRs are exempt from the provisions of this chapter.

Section 5-20.4 Wetland Classifications. All wetlands within the District are classified as Class I Areas or Class II Areas as provided below.

- (a) Class I Areas.
 - (1) Any functional wetland currently protected by a conservation easement within the RCID;

- (2) Any area included within the Wildlife Management/Conservation Area as defined by SFWMD; or
 - (3) Any wetland identified by the Florida ~~Game & Fresh Water Fish and Wildlife Conservation~~ Commission or U.S. Fish & Wildlife Service as providing critical and essential habitat for species on either the federal or state list of threatened or endangered species.
- (b) Class II Areas. All functional wetlands which do not meet the criteria as ~~of~~ a Class I Area.

Section 5-20.5 General Provisions. The standards within this section shall apply to all wetland and wetland buffer areas within the RCID.

- (a) Class I. Encroachment into Class I Areas is prohibited.
- (b) Class II. Removal, encroachment, or alteration of Class II Areas shall be allowed only when deemed appropriate and necessary; when the type, extent, and location of an impact is minimized to the maximum extent feasible; when consistent with all policies related to wetlands that are included as part of Objective 3 of the Future Land Use Element of the Plan; and when all required state and federal permits are obtained.
- (c) Polluting Activities. Activities which cause pollution of wetlands, including but not limited to location of wastewater disposal systems in wet soils; irrigation with reuse water as set forth in Subsection (c) of Section 4-50.4; unauthorized application of pesticides, herbicides, fertilizers, and algacides; disposal of solid waste and/or stormwater runoff at inappropriate sites; or the creation of unstabilized fills shall be prohibited.
- (d) Storing and Filtering Water. Although the use of wetlands for storing and filtering water is encouraged, existing hydroperiod of preserved wetlands shall be maintained at pre-development levels.
- (e) Stormwater Systems. Stormwater systems shall be designed so that no damage or adverse impact to a wetland and its function will occur.
- (f) Mitigation. Mitigation shall be required for unavoidable losses of Class II Areas. The mitigation shall be consistent with the Future Land Use Element in the Plan and may occur anywhere within the Reedy Creek Watershed, within or outside of the District, upon agreement with applicable state, regional, and federal agencies.
- (g) Prohibited Aquatic Plants. The planting of aquatic plant species listed in ~~Florida Administrative Code Chapter 46C-52.0115B-64.011, Florida Administrative Code,~~ "Prohibited Aquatic Plants," shall be prohibited within wetlands and wetland buffers of the SFWMD, ~~and~~ Army Corps of Engineers, ~~and FDEP~~ jurisdictional boundaries located within the Reedy Creek Improvement District.

Section 5-20.6 Uses Allowed in Class II Wetland Areas. The uses listed in this section shall be allowed within Class II wetland areas to the extent that they are not prohibited by any other ordinance or law; provided they do not require structures, grading, fill, draining, or dredging except as provided in Subsection (d) of this section and Section 5-20.7; provided no alternatives are feasible or practical; and provided the previous hydroperiod is maintained after the completion of construction.

- (a) Conservation Activities. Conservation or preservation of soil, water, vegetation, fish, and other wildlife;

- (b) Recreational Activities. Outdoor recreational activities, including fishing, birdwatching, hiking, boating, horseback riding, and canoeing;
- (c) Scientific Uses. Scientific research that does not alter the vegetation, animals, or wildlife habitats; and
- (d) Roadway and Utility Corridors. Roadways and utility corridors provided no other alternatives are feasible or practical and the pre-development hydroperiod is maintained after the completion of construction.

Section 5-20.7 Maintenance and Repairs. Filling, flooding, draining, dredging, ditching, or excavating may be allowed to the extent specifically provided in this section.

- (a) Class I and II Wetland Areas. Maintenance or repair of existing roads, structures, and facilities within Class I and II Wetland Areas, that are used to provide the public with essential services, including transportation, electric, gas, water, wastewater, telephone, and telecommunication, are allowed provided that:
 - (1) Such roads, structures, and facilities are not materially changed or enlarged;
 - (2) Written approval has been received from the Planning and Engineering Department; and
 - (3) The work is conducted using best management practices to ensure that flow, and chemical and biological characteristics of the wetland are not impaired and that any adverse effect on the aquatic environment will be minimized;
- (b) Class II Wetland Areas. Maintenance and repair of existing piers, walkways, observation decks, wildlife management shelters, boathouses, and other similar water-related structures within Class II Wetland Areas, are allowed provided that:
 - (1) The structures are built on pilings to allow unobstructed flow of water;
 - (2) The structures preserve the natural contour of the wetland, except as authorized by special permit; and
 - (3) All state and federal permits have been obtained.

Section 5-20.8 Requirements for Wetland Buffers. Wetland buffers shall be provided around the perimeter of all wetland areas to protect the water quality, water quantity, and wildlife habitat of wetlands and to prevent soil sedimentation.

- (a) Width of Buffer.
 - (1) The boundaries of the **Water Wildlife** Management Conservation Area (WMCA) were established with the intent to include an undisturbed upland buffer from the wetland line delineated in the SFWMD Conceptual Permit #48-00714-S and a five hundred and fifty (550) foot wetland and upland buffer from the center of the Reedy Creek channel; therefore, no additional buffer is required from the WMCA limits.
 - (2) Buffers from all other Class I and Class II Areas shall remain in an undisturbed natural state and be a minimum width of fifteen (15) feet and an average of twenty-five (25) feet.
- (b) Activities. Activities permitted within the wetland buffers are boardwalks, nature trails and other types of passive recreation, provided they do not adversely affect the function of the

buffer or the wetland. Stormwater ponds, vegetation clearing, dredging, and filling are presumed to be harmful to the functions of buffer areas and shall not be permitted.

Section 5-20.9 Environmental Review. An environmental review is required as set forth in this section.

(a) ~~Approval for Regulated Activities. No activity within a wetland buffer, as defined in Section 5-20.8(a)(2), or within a Class II Wetland Area may be conducted without first undergoing an Environmental Review.~~

(b) ~~Applications. The information to be submitted in an application is set forth in Chapter 6-30.2(a), (b), (c). Within thirty (30) calendar days after the filing of any application, the Planning and Engineering Department shall review such application to determine its completeness and shall notify the applicant in writing if the application is incomplete or if additional data are required. If the Planning and Engineering Department does not request additional data within that period, the application shall be deemed complete.~~

5-20.109 Evaluation and Approvals. The District Administrator shall approve applications only if the applicant has demonstrated that the project meets the requirements of this section.

(a) ~~Findings. The District Administrator shall find that the project complies with the provisions of other sections of this chapter and all policies related to wetlands that are included as part of Objective 3 of the Future Land Use Element of the Comprehensive Plan.~~

(b) ~~Conditions of Approval. The District Administrator may attach such conditions to the approval as deemed necessary to carry out the purposes of this chapter.~~

CHAPTER 5-30

STORMWATER MANAGEMENT

Sections:

5-30.1	Purpose
5-30.2	Approval Process
5-30.3	Drainage Improvements
5-30.4	Master Drainage Plans
5-30.5	Construction Plans and Supplemental Information
5-30.6	Impervious Surfaces
5-30.7	Pollution Abatement
5-30.8	Protection from Flooding
5-30.9	Development Within Floodplain Areas
5-30.10	Disposition of Stormwater Runoff
5-30.11	Design Storm
5-30.12	Computation Methods
5-30.13	Dry Ponds
5-30.14	Wet Ponds
5-30.15	Discharge Structures
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Section 5-30.1 Purpose. The purpose of this chapter, Chapter 5-30, Stormwater Management, is to provide the basis for a stormwater management program in order to achieve pollution abatement and protection from flooding. This chapter facilitates this purpose by identifying the procedures and information used by the RCID for reviewing and ensuring the compatibility of RCID criteria with other governmental agencies having jurisdiction, thereby promoting intergovernmental coordination and expediting acquisition of permits from these agencies.

Section 5-30.2 Approval Process. The process for approval for each development project that involves any disturbance of soil shall be as set forth in this section. The requirements of this chapter are in addition to the development review process as set forth in Chapter 6-20, provided however, that the two processes may occur simultaneously. Master drainage plans and construction plans shall not be approved unless they comply with the provisions of this chapter. The provisions of this chapter shall be administered by the RCID Department of Planning and Engineering. No applications to SFWMD shall be made unless authorized by the Department of Planning and Engineering.

- (a) **Master Drainage Plan.** The applicant shall submit a Master Drainage Plan for each project for review and approval by the RCID in accordance with Section 5-30.4.
- (b) **Construction Plans.** After approval of the Master Drainage Plan, or concurrent with its submittal, the applicant shall submit construction plans of the drainage facilities and other supplemental information for review and approval by the RCID in accordance with Section 5-30.5.

- (c) SFWMD Approval. After approval of the construction plans, the RCID shall forward the Master Drainage Plan, construction plans, and other information required by Section 5-30.5 to the South Florida Water Management District (SFWMD) for its approval to construct. A copy of the approval shall be sent to the applicant.
- (d) Commencement of Construction. The applicant may not commence construction until approved by the RCID. Such approval cannot occur until all applicable state and federal permits have been issued.
- (e) As-Built Plans. Upon completion of each construction phase, the applicant shall submit a certificate of completion and as-built plans of the drainage facilities, signed and sealed by a professional engineer registered in the State of Florida.
- (f) Compliance Review. The RCID shall inspect the project and review the as-built plans to determine if the built project is in substantial compliance with the construction plans. If a determination is made that the project is in substantial compliance, a copy of the as-built plans and a certificate of completion shall be sent to the SFWMD.
- (g) Certificate of Occupancy. A certificate of occupancy shall not be issued until the RCID Department of Planning and Engineering determines that the project is in substantial compliance with the stormwater construction plans.

Section 5-30.3 Drainage Improvements. Drainage for projects within the District shall comply with one of the three requirements of this section. The provisions of this section are in addition to those in Chapter 3-30, Infrastructure Standards.

- (a) Pre-Development Discharge Flow Rates. Post-development drainage peak flow rates shall be equal to or less than pre-development peak flow rates;
- b) Schedule of Improvements. Post-development drainage peak flow rates shall be managed by improvements provided by the RCID, consistent with the schedule of improvements in the Capital Improvements Element of the Comprehensive Plan; or
- (c) Applicant Funded. Post-development drainage peak flow rates shall be managed by improvements that are funded by the development applicant.

Section 5-30.4 Master Drainage Plans. Master drainage plans for a project shall comply with the provisions of this section.

- (a) Format. Material required by this section shall be submitted in a hard copy and in an electronic format acceptable to the RCID.
- (b) Map Information. The Master Drainage Plan shall include the following:
 - (1) It shall show existing and proposed ground contours, locations of roads, parking areas, and building footprints along with their proposed finished floor elevations;
 - (2) It shall outline drainage basin boundaries, showing direction of flow and taking into account any off-site runoff being routed through or around the project in its undeveloped condition;
 - (3) It shall indicate size, location, control elevation, and general configuration of all primary drainage facilities required to route, collect, treat, and dispose of stormwater runoff, generated by or passing through the development; and

- (4) It shall include the location of on-site water bodies and wetlands with details of size and vegetative cover. The normal water elevation, side slopes, and depths of water bodies shall be shown. For wetlands, the general surface elevation and the wet season water elevation shall be shown.
- (c) Narrative. A brief narrative shall describe the proposed project including its size, percent pervious versus impervious land usage, total wetlands within site boundaries, and a breakdown of wetland acreage preserved, by type, and acreage removed, by type. All acreage calculations shall be based on SFWMD jurisdictional lines. All areas to be used solely for water management purposes shall be noted, and the legal method to be utilized to ensure that these areas remain devoted to this use shall be described. A proposed start up and completion date for the project also shall be included.
- (d) Complete Plan. The information in Subsection (b) and (c) of this section, along with supporting engineering calculations and geotechnical data, shall comprise the Master Drainage Plan.

Section 5-30.5 Construction Plans and Supplemental Information. Construction plans shall comply with the provisions of this section.

- (a) Professional Engineer. Construction plans shall be signed and sealed by a professional engineer with a current license to practice in the State of Florida.
- (b) Contents. Construction plans shall include the following:
 - (1) Boundary map of project using the National Geodetic Vertical Datum and the WDW grid;
 - (2) Final phased development boundaries with limits of construction for each phase clearly defined;
 - (3) Incorporation of features proposed in the Master Drainage Plan;
 - (4) All secondary drainage facility designs and engineering calculations;
 - (5) Location of all on-site utilities and off-site points of connection;
 - (6) All elements of the final and construction site grading plan; and
 - (7) An Erosion Control Plan, consistent with the provisions of Chapter 5-50.
- (c) Conceptual Permit. Documents submitted pursuant to this section should be consistent with RCID's SFWMD Conceptual Permit #48-00714-SP.
- (d) Supplemental Information. In addition to construction plans, the applicant shall provide the RCID with information sufficient to obtain permission to construct from the SFWMD. This information shall include the following:
 - (1) Design storms used, including depth, duration, and distribution;
 - (2) Off-site inflows;
 - (3) Stage-storage computations for the project and stage-discharge computations for the outfall structure(s);
 - (4) Acreages and percentages of property in the following format:

	EXISTING (acres)	PROPOSED (acres)
Total Area	_____	_____
WTRM	_____	_____
Impervious	_____	_____
Building	_____	_____
Pavement	_____	_____
Pervious	_____	_____
Wetland	_____	_____

- (5) Runoff routing calculations showing discharges, elevations, and volumes retained and/or detained during applicable storm events;
- (6) Draw-down calculations for detention;
- (7) Calculations required for determination of minimum building floor and road elevations; and
- (8) Calculations which demonstrate compensation for floodplain encroachment, if applicable.

Section 5-30.6 Impervious Surfaces. A Master Drainage Plan or construction plan shall not be approved unless the total amount of impervious surface remaining within the applicable sub-basins is equal to or less than the amount of impervious surface designated in the most recent annual update of the Master Drainage Study of RCID Stormwater Improvement Facilities, unless the future development provides on-site attenuation of increased peak flow resulting from the increased impervious surface, or otherwise approved by the RCID.

Section 5-30.7 Pollution Abatement.

- (a) Criteria. Pollution Abatement shall be provided in accordance with the RCID's SFWMD Conceptual Permit #48-00714-P and at a minimum ~~according to~~ complying with one of the following criteria:
 - (1) Detention volume shall be provided for the first one (1) inch of runoff times the development acreage, or two and one-half (2 1/2) inches times the development site acreage multiplied by the percentage of imperviousness, whichever is greater; or
 - (2) Retention volume shall be provided equal to fifty (50) percent of the amounts computed in Subsection (a)(1) of this section.
- b) Industrial Projects. Industrial projects shall provide at least one-half (1/2) inch of pretreatment prior to discharging into a stormwater detention system.
- (c) Landscape Maintenance. The quality of Florida's surface waters is affected by stormwater runoff, and improper landscape maintenance contributes to nonpoint source pollution that can affect surface water quality. Use of various best management practices in landscape maintenance can reduce pollution of the RCID water bodies.

- (1) Landscape irrigation shall comply with Section 4-50.4; and
- (2) Horticulture practices shall comply with all Ordinances/Resolutions within the RCID which Ordinances/Resolutions may be amended from time to time.

(d) Illicit Discharge. The Federal National Pollutant Discharge Elimination System (NPDES) permit issued to the District for the operation of the Master Drainage System, also known as the Municipal Separate Stormwater System (MS4) regulates illicit discharge of non-stormwater discharge to RCID's Master Drainage System. Use of various best management practices can reduce and prevent illicit discharge to the Master Drainage System, including but not limited to, the following:

- (1) Proposed or modified permanently covered dining areas shall not drain to the storm system;
- (2) Proposed or modified pool showers and back wash discharge shall not drain to the storm system;
- (3) Proposed or modified dumpster pads servicing solid waste, shall not drain to the storm system;
- (4) Utility connections other than storm, shall be precluded from connecting into or discharging to the storm system. This includes portable sink units, grease traps, A/C condensate, etc.;
- (5) Private utility service lines for wet utilities, not consisting of potable water, that are proposed to be hung/elevated directly above a waterbody or wetland shall provide double containment.

Section 5-30.8 Protection from Flooding.

- (a) Design. Protection from flooding shall be accomplished by a design that will provide for:
 - (1) Collector roadway and local roadway areas to be flood-free during a storm with a ten (10) year return frequency and duration of seventy-two (72) hours;
 - (2) Arterial roadway areas to be flood-free during a storm with a fifty (50) year return frequency and duration of seventy-two (72) hours; and
 - (3) Habitable structures to be flood-free and commercial and industrial structures to be either flood-free or flood-proofed during a storm of one hundred (100) year return frequency and duration of seventy-two (72) hours.
 - (4) Bridges shall be flood-free and have a minimum low chord elevation at least one (1) foot above the one hundred (100) year return frequency and duration of seventy-two (72) hours.
- (b) Discharge Attenuation. In some cases, due to capacity limitations of the primary stormwater conveyance system, the RCID may impose requirements for attenuation of post development peak rate of discharge from the site.

Section 5-30.9 Development Within Floodplain Areas.

- (a) Floodplains. All development within floodplain areas, as determined by the RCID, shall comply with the following requirements:

- (1) Set minimum finished floor elevations at least one (1.0) foot above the one hundred (100) year flood. In areas where the one hundred (100) year flood elevation has not yet been established, the applicant shall establish to the satisfaction of the RCID, the elevation of the one hundred (100) year flood.
 - (2) For commercial or industrial developments, flood proofing may be substituted in lieu of elevating the finished floor above the one hundred (100) year flood level.
 - (3) Provide compensating storage for all flood water displaced by development below the elevation of the base one hundred (100) year flood.
 - (4) The applicant shall submit to the RCID calculations demonstrating a floodplain compensation ratio of one to one (1:1) for any fill placed within the floodplain boundaries. The floodplain compensation area must be located within the same drainage sub-basin where the encroachment is proposed unless significant natural areas will be disturbed by the floodplain compensation, in which case compensating storage may be provided elsewhere with RCID approval. The compensating area must also be contiguous and hydraulically connected to the floodplain such that no rise in the one hundred (100) year flood waters may occur.
- (b) Riverine Flood Hazard. All developments within the riverine flood hazard areas shall be designed to maintain the flood carrying capacity of the floodplain such that the upstream and downstream base flood elevations are not increased.

Section 5-30.10 Disposition of Stormwater Runoff. The disposition of stormwater runoff shall comply with the provisions of this section.

- (a) Treatment. Developments shall be required to treat the required volume of runoff for pollution abatement purposes in accordance with Section 5-30.7.
- (b) Draw-down. Bleed down mechanisms for stormwater management facilities shall normally be sized based upon a maximum design discharge of one half (1/2) inch of the pollution abatement volume within twenty-four (24) hours.
- (c) Floating Materials. Special engineering features to minimize the transport of floating debris, oil, and grease shall be incorporated upstream of the outlet control structures. The design of such structures shall have adequate provisions to minimize erosion and facilitate maintenance of the structures and detention areas.
- (d) Maintenance Access. When the off-site discharge from a development is into any man-made facility for which the RCID does not own, either an easement, right-of-way, or other legal access shall be provided by the applicant, prior to final development approval, to allow RCID access for maintenance.

Section 5-30.11 Design Storm.

- (a) Design Events. The design events shall be as follows:

Facility	Design Storm
Collector & Local Roads	10-year, 72-hour
Arterial Roads, Bridges	50-year, 72-hour
Building Finished Elevation	100-year, 72-hour

- (b) Rainfall Distribution. The total rainfall and daily distribution for the design events in Subsection (a) of this section shall be as follows:

Design Storm	Day	Incremental Rainfall (inches)	Cumulative Rainfall (inches)
10-year, 72-hour	1	1.10	1.10
	2	1.59	2.69
	3	7.50	10.19
50-year, 72-hour	1	1.39	1.39
	2	2.02	3.41
	3	9.50	12.91
100-year, 72 hour	1	1.54	1.54
	2	2.23	3.77
	3	10.50	14.27

- (c) Rainfall Distribution. The distribution curve of the above rainfall events is included in the FWMD Environmental Resource Permit Information Manual, Volume IV.

Section 5-30.12 Computation Methods. Current techniques shall be used to establish runoff volume and peak rate of discharge. In order to provide for a reasonable measure of consistency, the methods of computation described below are encouraged.

- (a) Primary Basins or Sub-Basins. Computations for primary basins or sub-basins shall comply with the following provisions:
- (1) Hydrographs should be developed using the modified Santa Barbara Urban hydrograph method for pre-and post-development conditions; and
 - (2) Time of Concentration (T_c) values may be obtained from the Federal Highway Administration Kinematic Wave Formula (in the RCID Stormwater Manual) for sheet flow or overland flow, and the Manning Equation of concentrated flows (i.e., gutter flow, ditch flow, pipe flow, etc.).
- (b) Secondary Basins. Computations for secondary basins shall comply with the following provisions:
- (1) The rational method shall be used to generate the instantaneous peak rate of discharge for both the developed and undeveloped sub-basins within a project area; and
 - (2) The time of concentration shall dictate the rainfall intensity. The Florida Department of Transportation Rainfall Intensity-Duration Curves for Zone 7 shall be used to determine the intensities.
- (c) Soil Storage. Soil storage utilized during the design event may be evaluated based on either of the following methods, provided however, that in no case shall soil storage during the design event be accumulated for depths to seasonal high-water table greater than six (6) feet below ground level:

- (1) The Soil Conservation Service method of utilizing the Orange County and Osceola County Soil Mapping; or
- (2) The SFWMD.

(d) Routing. Infiltration may be considered in the routing calculations for a new or modified treatment system if ALL of the below conditions are satisfied. The requirements listed may not apply when an existing, previously permitted, system is being modified and infiltration was considered within that permitted design.

- (1) The infiltration system meets all SFWMD criteria associated with the specific type of system, including but not limited to, geotechnical requirements, dimensional requirements and recovery criteria;
- (2) The system is a dry system (wet or dry detention shall not consider infiltration within the routing calculations) consisting solely of retention or exfiltration;
- (3) A minimum of one foot of vertical separation is provided between the bottom of the treatment system and the seasonal high water table;
- (4) Infiltration rates and seasonal high water table elevation is based on site specific testing performed by a qualified geotechnical engineer;
- (5) The infiltration rates and seasonal high water table elevation is established based on in situ soils (no soil modifications allowed for consideration);
- (6) The infiltration system is not influenced by a boundary condition, such as one that would result in tailwater backing into the infiltration system during the design storm;
- (7) The pond bottom is considered impervious within the curve number calculations; and
- (8) A wall or other confining layer does not exist along any portion of the infiltration system that would limit the infiltration rates of the natural soil.

Section 5-30.13 Dry Ponds. Dry ponds shall comply with the provisions of this section.

- (a) **Draw-down.** Bleed down mechanisms for stormwater management facilities shall be sized based upon a maximum design discharge of one half (1/2) inch of pollution abatement volume within twenty-four (24) hours.
- (b) **Pond Bottom.** The pond bottom shall be at a minimum of one (1) foot above the existing wet season groundwater level, unless otherwise approved by the RCID.
- (c) **Side Slopes.** Side slopes shall be a minimum of 3:1 (horizontal: vertical) and must be stabilized in accordance with Subsection (c) of Section 5-50.8. The pond bottom shall not be sodded.
- (d) **Freeboard.** One (1) foot of freeboard shall be required above the design high water level of the appropriate design event as specified in Subsection (a) of Section 5-30.11.
- (e) **Maintenance Berm.** An unobstructed maintenance berm, a minimum of fifteen (15) feet in width, shall be required along the pond perimeter.
- (f) **Exfiltration System.** Exfiltration systems must conform with the following:

- (1) Pipe diameter – twelve (12) inches minimum;
- (2) Trench width – three (3) feet minimum;
- (3) Rock in trench must be enclosed in filter material, at least on the top and sides; and
- (4) Maintenance sumps in inlets.

Section 5-30.14 Wet Ponds. Wet ponds shall comply with the provisions of this section:

- (a) Side Slopes. For the purposes of public safety and maintenance, all wet ponds shall have side slopes no steeper than 4:1 (horizontal: vertical) out to a depth of two (2) feet below the normal water level. Should site limitations dictate steeper side slopes, the perimeter of the pond may be fenced to prohibit all public access. Side slopes shall be stabilized in accordance with Subsection (c) of Section 5-50.8.
- (b) Control Water Elevation. The draw down bleeder shall be set no lower than the existing wet season groundwater level.
- (c) Littoral Zones. To promote nutrient uptake and enhance water quality, littoral zones shall be established along a minimum of twenty (20) percent of the pond perimeter. This zone shall be planted from two (2) feet below to one (1) foot above the normal water level.
- (d) Freeboard. One (1) foot of freeboard shall be required above the design high water level of the appropriate design event as specified in Subsection (a) of Section 5-30.11.
- (e) Areas Adjacent to Ponds. Areas adjacent to ponds shall be graded to preclude the entrance of stormwater except at planned locations.
- (f) Maintenance Berm. An unobstructed maintenance berm, a minimum of fifteen (15) feet in width, shall be required along the pond perimeter.

Section 5-30.15 Discharge Structures. Discharge structures shall comply with the provisions of this section.

- (a) General Requirements. All design discharges shall be made through structural discharge facilities or properly compacted and stabilized earth berms.
- (b) Discharge Levels. Discharge structures shall be fixed so that discharge cannot be made below the control elevation.
- (c) Grating. Discharge structures shall include gratings for safety and maintenance purposes.
- (d) Baffles and Skimmers. Discharge structures from areas with greater than fifty (50) percent impervious area or from systems with inlets in paved areas shall include both a baffle and a skimmer. The skimmer is to limit oil and grease discharging from retention/detention areas. The baffle is to encourage discharge from the center of the water column, rather than the top or bottom.
- (e) Direct Discharges. Direct discharges shall normally be allowed to discharge directly into receiving waters, which by virtue of their large capacity, are easily able to absorb concentrated discharges. Such receiving waters may include existing storm water system and man-made ditches, canals, and lakes. The final determination shall be at the discretion of the RCID.

- (f) Indirect Discharges. Discharge structures shall be required to discharge to overflow and spreader swales where the receiving water or its adjacent supporting ecosystem may be degraded by a direct discharge. Such receiving waters may include natural streams, hardwood wetlands, marshes, and land naturally receiving overland sheet flow. The final determination shall be at the discretion of the RCID.
- (g) Pumped Discharges. Pumped discharges shall not be allowed.

Section 5-30.16 Open Drainage Ways. Open drainage ways shall comply with the provisions of this section.

- (a) Side Slopes. Drainage ways with standing water (canals) must meet the same side slope and freeboard requirements as wet ponds as set forth in Section 5-30.14. Dry drainage ways (conveyance swales) shall meet the requirements as set forth in Section 5-30.13.
- (b) Stabilization/Erosion Protection. Stabilization/erosion protection must be provided within conveyance swales (also see Subsection (c) of Section 5-50.8).
- (c) Maintenance. Outfall ditches and canals shall have sufficient right-of-way for the facility plus an unobstructed maintenance berm of at least fifteen (15) feet width on a minimum of one side. If the bottom width of the drainage way is greater than fifteen (15) feet, an unobstructed maintenance berm of at least fifteen (15) feet in width shall be required on both sides.

Section 5-30.17 Control Devices. Control devices and bleed-down mechanisms shall comply with the provisions of this section.

- (a) Size of Gravity Devices. Gravity control devices shall be sized based on a design discharge of one half (1/2) inch of the detention volume in the first day. The devices shall incorporate dimensions no smaller than six (6) square inches of cross-sectional area, two (2) inches minimum dimension, and twenty (20) degrees for "V" notches.
- (b) Configuration of Gravity Devices. Gravity control devices shall be of a "V" or circular shaped configuration to increase detention time during minor events.

Section 5-30.18 Maintenance of Water Table. Drainage systems shall be designed to maintain water table elevations at their pre-development levels.

Section 5-30.19 Roadways: Swales. Swale drainage shall be permitted only when the wet season water table is a minimum of one (1) foot below the invert of the swale.

Section 5-30.20 Roadways: Curbs, Gutters, and Inlets. Curbs, gutters, and inlets for roads shall comply with the provisions of this section.

- (a) Roadway Design Standards. All roadway drainage not considered suitable for swale and/or ditch type drainage shall be designed in accordance with FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.
- (b) Inlet Locations and Standards.
 - (1) All inlets at low points (sumps) shall be designed to intercept one hundred (100) percent of the design flow, precluding spread of water onto the traveled lanes. Inlet and pavement hydraulic calculations shall be required to demonstrate that a rainfall

intensity of four (4) inches per hour does not result in spread/encroachment of drainage into a travel lane.

- (2) On arterial roadways, in order to prevent siltation and to provide for a safety factor against clogging of a single inlet in a sump location, multiple inlets shall be constructed at all sump locations. Three (3) inlets shall be constructed at each sump location, one (1) at the low point and one (1) on each side at a point 0.2 feet higher than the low point, unless otherwise approved by the RCID.
 - (3) Inlets must be provided at the terminal point of shoulder gutters and shall be designed to intercept one hundred (100) percent of the flow resulting from the ten (10) year design storm. No spread resulting from a rainfall intensity of four (4) inches per hour is allowed to encroach on the travel lanes, and the spread resulting from a ten (10) year design storm shall not exceed one (1) foot beyond the outside edge of the gutter.
- (c) Shoulder Gutter Standards. Shoulder gutters may be used as part of the stormwater conveyance system of a rural section roadway. Shoulder gutters shall be used on fill slopes and at bridge ends to protect the slopes from erosion.

Section 5-30.21 Secondary Drainage: Design Discharges. The storm sewer system design shall be based upon a ten (10) year frequency event. The system shall be designed to handle the flows from the contributory area within the proposed development.

Section 5-30.22 Secondary Drainage: Pipe Requirements. Pipe requirements for secondary drainage shall comply with the provisions of this section.

- (a) Material. All storm-sewer piping shall be RCP.
- (b) Sizes. The minimum size of pipe used for public storm sewer systems shall be fifteen (15) inches diameter, or equivalent elliptical. Designs shall be based upon six (6) inch increments in size above eighteen (18) inches, or elliptical equivalents.
- (c) Velocities. All storm sewers shall be designed and constructed to produce a minimum velocity of two and one-half (2.5) feet per second when flowing full. No sewer system or portion thereof shall be designed to produce velocities in excess of twenty (20) feet per second for reinforced concrete pipe or ten (10) feet per second for metal pipe. Outlet ends shall have sufficient erosion protection and/or energy dissipaters when velocities exceed five (5) feet per second.
- (d) Construction. All pipes shall terminate with a mitered end section or headwall unless termination is within a wet pond and completely below the seasonal low water table elevation.
- (e) Maximum Runs. The following maximum runs of pipe shall be used when spacing access structures of any type:

Pipe Size	Maximum
15 inches	200 feet
18 inches	300 feet
24 to 36 inches	400 feet
42 inches and larger	500 feet

Section 5-30.23 Secondary Drainage: Tailwater and Hydraulic Grade Computations. Tailwater and hydraulic grade computations shall comply with the provisions of this section.

- (a) Tailwaters. All storm sewer systems shall be designed to reflect the tailwater of the receiving facility. Where a pond is the receiving facility, the design tailwater level can be estimated from the information generated by routing through the pond the hydrograph resulting from a ten (10) year frequency storm of seventy-two (72) hour duration. Then the design tailwater level can be assumed to be the ten (10) year pond level.
- (b) Hydraulic Gradient. The hydraulic gradient line for the storm sewer system shall be computed by taking into consideration the design tailwater on the system; the energy losses associated with entrance into and exit from the system; friction through the system; and turbulence in the individual manholes, catch basins, and junctions within the system.
- (c) Losses. Energy losses associated with the turbulence in the individual manholes may be significant for a pressure or surcharged storm sewer system and shall be accounted for in establishing a reasonable hydraulic gradient line.

CHAPTER 5-40

GROUNDWATER PROTECTION

Sections:

5-40.1	Purpose
5-40.2	Protection of Recharge Areas
5-40.3	Wellhead Protection
5-40.4	Sludge Disposal
5-40.5	Hazardous Waste Holding

Section 5-40.1 Purpose. The purpose of this chapter, Chapter 5-40, Groundwater Protection, is to control development in designated recharge areas and in the cones of influence for potable water wellfields. This chapter implements Section 163.3202(2)(c) F.S.

Section 5-40.2 Protection of Recharge Areas.

- (a) Analysis Required. All projects on project sites larger than five (5) acres shall require an analysis of the recharge potential of the site.
- (b) Prohibited Uses. The following uses shall be prohibited in those portions of the project site that are within a designated prime recharge area:
 - (1) septic tanks;
 - (2) landfills;
 - (3) facilities for the bulk storage, handling, or processing of materials on the Florida Substance List;
 - (4) wastewater treatment plants; and
 - (5) other wastewater disposal systems.
- (c) Development Guidelines. The following guidelines shall apply in those portions of the project site ~~are~~ within a designated prime recharge area:
 - (1) clustering of development shall be encouraged; and
 - (2) pervious surfaces shall be used whenever feasible.

Section 5-40.3 Wellhead Protection. A wellhead protection area consisting of a 500-foot radius around each potable water well shall be designated and certain land uses shall be excluded therein: groundwater protection measures contained within F.A.C. 62-521.400 Ground Water Protection Measures in Wellhead Protection Areas are adopted by reference.

- ~~(a) Restrictions Within 200 Feet. All new development other than water pumping facilities, small structures, roads, and parking shall be prohibited within two hundred (200) feet of a potable water well. Small structures may be allowed only if they are less than 1,500 square feet, connected to a sanitary sewer, and are not used for storage except for incidental storage approved by the District Administrator. Roads and parking may be allowed only if they have an impervious surface, are more than fifty (50) feet from the well, and the drainage outflow occurs at least three hundred (300) feet from the well.~~

~~(b) Restrictions Within 300 Feet. Wet retention/detention areas shall be prohibited within three hundred (300) feet of each potable water well.~~

~~(c) Restrictions Within 400 Feet. The following new development shall be prohibited within four hundred (400) feet of each potable water well:~~

~~(1) Landfills;~~

~~(2) Bulk storage of materials on the Florida Substance List;~~

~~(3) Any activities that require the storage, use, or handling of agricultural chemicals or hazardous wastes;~~

~~(4) Wastewater treatment plants and facilities, including the disposition of sludge; and~~

~~(5) Septic tanks.~~

Section 5-40.4 Sludge Disposal. No composting or landspreading of sludge shall be allowed until the applicant or operator can demonstrate that this activity will cause no measurable impact on surface or groundwater quality.

Section 5-40.5 Hazardous Materials Holding. No holding of hazardous materials shall be allowed until the applicant or operator can demonstrate that this activity will cause no measurable impact on surface or groundwater quality.

- (a) Restrictions within the 100-year Floodplain. The storage/holding of hazardous materials is prohibited within the 100-year floodplain as defined by the RCID Master Drainage Study.
- (b) Restrictions within 200 Feet of Wetlands. The storage/holding of hazardous materials is prohibited within two hundred (200) feet of a Class I or Class II wetland.

CHAPTER 5-50

EROSION CONTROL

Sections:

5-50.1	Purpose
5-50.2	Compliance
5-50.3	Discharges
5-50.4	Adverse Impacts
5-50.5	Responsibilities
5-50.6	Erosion Control Plan
5-50.7	RCID Approvals
5-50.8	Requirements
5-50.9	General Provisions
5-50.10	Best Practices
5-50.11	Dewatering
5-50.12	Certificate of Occupancy

Section 5-50.1 Purpose. The purpose of this chapter, Chapter 5-50, Erosion Control, is to minimize sediment deposition into the air and/or water and to ensure compliance with erosion control laws and regulations. This will be implemented through planning and engineering reviews, pre-construction meetings, site inspections, and environmental monitoring in order to protect environmental resources while allowing responsible development. Problems caused by erosion include adverse impacts to the environment, lowered aesthetic values, regulatory agency penalties, and increased maintenance costs.

Section 5-50.2 Compliance. Erosion control measures are to be designed so that local, state and federal water quality standards are achieved prior to discharge from a site. Best management practices are to be incorporated during construction in accordance with ~~F.A.C. Chapter 17-25.025(7) and other~~ applicable statutes or codes.

Section 5-50.3 Discharges. All surface water discharge from the site, including dewatering discharge, shall meet state water quality standards unless temporarily exempted by specific permit conditions. Water discharges from the site shall at all times meet the minimum standard of less than 29 NTUs above background. In critical areas, additional turbidity monitoring will be required and a reduction in turbidity levels below the value stated above may be required.

Section 5-50.4 Adverse Impacts. All erosion, sedimentation, and turbidity measures must perform in a manner so as to minimize any adverse impact of the activities on fish, wildlife, natural environmental values, and water quality.

Section 5-50.5 Responsibilities. It is the responsibility of the landowner or its designee to ensure that all discharges leaving the site meet all local, state, and federal discharge standards. The landowner or its designee shall be responsible for all sediment leaving the project boundary.

Section 5-50.6 Erosion Control Plan. Erosion Control Plans shall be submitted and used as provided in this section:

- (a) **Contents.** Prior to any construction activities, the applicant for all projects within the RCID drainage basin must submit an Erosion Control Plan for review to RCID Planning and Engineering. The plan must detail the following:
 - (1) Project description, location, and limits of construction;

- (2) Proximity to wetlands, lakes, streams and canals and/or other environmentally sensitive areas;
 - (3) Wetland impacts (if any);
 - (4) Proposed stormwater drainage system and receiving waters;
 - (5) Soil types;
 - (6) Sequence of construction;
 - (7) Construction entrance(s);
 - (8) Soil stockpile (if any);
 - (9) Fill material (if any);
 - (10) Erosion control devices;
 - (11) Maintenance schedule;
 - (12) Dewatering plan; and
 - (13) Temporary and permanent soil stabilization plan.
- (b) Minimum Standards. The measures set forth in the Erosion Control Plan are intended as the minimum standards. Any erosion control measure beyond that specified in the Plan, that is required to comply with local, state, and federal law, shall be implemented.
 - (c) RCID Approval. Written approval of the Erosion Control Plan must be received from RCID before proceeding with project construction. Approval of the proposed plan by RCID does not relieve the landowner or its designee from meeting all local, state, and federal discharge standards.
 - (d) Alternatives. In the event that erosion prevention and control devices shown in the Erosion Control Plan prove not to be effective, alternate methods for maintaining state water quality standards for discharge from the construction site will be required. All alternate erosion prevention and control devices must be reviewed by RCID designated compliance personnel prior to placement.

Section 5-50.7 RCID Approvals. All erosion prevention and control measures must be inspected and approved by RCID designated compliance personnel prior to any construction activities. Removal of these same erosion controls and prevention measures may be done only after authorization is obtained from RCID designated compliance personnel. Any deviation from this procedure may result in an immediate requirement for work stoppage.

Section 5-50.8 Requirements. The following provisions shall apply:

- (a) Ditch Blocks and Dams. In order to comply with the Federal National Pollutant Discharge Elimination System (NPDES) permit issued to the District ~~in 1998~~ for the operation of the Master Drainage System, also known as the Municipal Separate Stormwater System (MS4), RCID does not allow earthen ditch blocks or dams or other erodible material to be placed in live streams, canals, or active water bodies. Ditch blocks or dams must be composed of non-erodible materials. Materials commonly approved by RCID are sheet piling, portable cofferdams, inflatable water structures, and other comparable devices.

- (b) Hay Bales. Hay bales are not allowed as a perimeter erosion control device within the District.
- (c) Stabilization.
 - (1) Side slopes of water bodies without an active discharge structure shall be stabilized within forty-eight (48) hours after completing the final grade. Stabilization may consist of sodding (Bahia), hydro-seeding, ground cover with stabilization matting or fabric, or other measure as approved by RCID.
 - (2) Side slopes of flowing water bodies shall be provided with temporary seeding or equivalent soil protection for all areas that have been cleared but do not have ongoing construction. Within forty-eight (48) hours after completing final grading, side slopes shall be stabilized. Stabilization may consist of sodding (Bahia), hydro-seeding, ground cover with stabilization matting or fabric, or other measure as approved by RCID.
- (d) Site Stabilization. During site construction, the landowner or its designee, shall provide temporary seeding and mulching or equivalent soil protection for all areas that have been cleared but do not have ongoing construction. This soil protection must occur within seven (7) calendar days. ~~during the wet season (April to September) and fourteen (14) calendar days during the dry season (October to March).~~
- (e) Daily Activities. Daily inspections shall be made by the landowner or its designee to determine the effectiveness of sediment and erosion control efforts. Any necessary remedies shall be performed without delay. All sediment, erosion, and turbidity control measures shall be in working condition at the end of each workday.

Section 5-50.9 General Provisions. The following provisions are to be adhered to unless exempted in writing by RCID Planning and Engineering as part of the approval of the Erosion Control Plan.

- (a) Timing of Measures. Erosion and sediment control measures are to be placed prior to, or as the first step in, construction.
- (b) Sediment Control. Sediment control practices are to be applied as a perimeter defense against any transport of silt and/or turbid water off site. Erosion and sediment control using silt fences is one of the most widely used Best Management Practices during project construction. The silt fence decreases velocity of sheet flows and low-to-moderate-level channel flows. When properly installed around the perimeter, this device can effectively intercept and detain small amounts of sediment from disturbed areas during construction operations in order to prevent sediment from leaving the site.
- (c) Double Rows. A double row of trenched-in silt fence or other perimeter erosion and/or turbidity containment measure is required along natural areas within the District because these areas are of critical concern. The double rows of silt fence should be separated by at least three (3) feet to allow room for maintenance and reduce damage to the outer row during mishaps. Exceptions to the double rows may be requested from the RCID when work is in a non-critical area such as uplands or existing grassed open spaces. In these areas a single row of trenched-in silt fence may be allowed with written approval from RCID Planning and Engineering.
- (d) Installation of Fences. It is imperative that silt fences be properly installed in order to avoid compliance violations and costly delays. Proper installation consists of the following:
 - (1) Trenching-in the fabric edge four (4) inches wide by four (4) inches deep;

- (2) Installing the stakes on the downstream side of anticipated water flow;
 - (3) Attaching two (2) silt fence sections so as to become one continuous seal of fabric by rolling and wrapping;
 - (4) Driving all posts 10-12 inches into the ground and pulling tight on each section; and
 - (5) Backfilling and compacting trench fill over ground flap.
- (e) Location of Silt Fences. Silt fences shall be placed within project limits.
 - (f) Stormwater Ponds. The stormwater pond(s) shall be constructed to final elevations with all slopes stabilized and sodded immediately after the silt fence has been installed and inspected and prior to any other construction activities on the site.
 - (g) Duration for Screens and Barriers. Silt screens and turbidity barriers shall remain in place and in good condition at all locations shown in plans and as required until the construction is completed and soils are stabilized and vegetation has been established.
 - (h) Protection of Fences. Whenever practical, the landowner or its designee shall avoid creating acres of long, flat, compacted surface upgradient of silt fences. When this situation cannot be avoided, the landowner or its designee shall construct windrows or the equivalent to reduce runoff velocity in order to protect the silt fence.
 - (i) Project Materials. Materials from work on the project shall be contained and not allowed to collect in any off-perimeter areas or in waterways. These areas include both natural and man-made open ditches, streams, storm drains, lakes, ponds and wetlands.
 - (j) Inlet Protection Devices. All sediment shall be prevented from entering any stormwater drainage system through the use of inlet protection devices (i.e., sandbags, gravel and screening, boards, drainfield pipe or other protective devices).
 - (k) Materials on Roadways. All mud, dirt or other materials tracked or spilled onto existing state, county, city, or other public or private roads and facilities from a construction site shall be promptly removed by the landowner or its designee. Sediment shall not be washed or swept into any existing stormwater inlet(s).
 - (l) Permanent Measures. Permanent soil erosion control measures for all slopes, channels, ditches or any disturbed land areas shall be completed immediately after final grading. When it is not possible to permanently protect a disturbed area immediately after grading operations, temporary erosion control measures shall be installed. All temporary protection shall be maintained until permanent measures are in place and established. Temporary erosion control may consist of, but is not limited to, grass, sod, mulch, sandbags, piping, slope drains, settlement basins, artificial coverings, berms, hay bales, straw, and dust control.
 - (m) Quality of Fill. The landowner or its designee shall use clean fill, free of silt and muck, whenever possible in the project. In critical areas, such as sand beaches, testing of the material by the landowner or its designee shall be required, and test results must be submitted to RCID prior to material placement.
 - (n) Severe Rain Events. It is the responsibility of the landowner or its designee to develop contingency plans for dealing with all weather conditions, including the severe rain events (more than two (2) inches in four (4) hours) which may occur repeatedly during the summer months.

- (o) Muck and Clay. Soils containing muck and/or clay are difficult to deal with and will often require the use of chemical treatment in order to meet acceptable discharge standards.

Section 5-50.10 Best Practices. RCID may elect to restrict or prohibit certain erosion control Best Management Practices due to poor performance or because the device(s) may increase environmental degradation. It is the responsibility of the landowner or its designee to inquire about these restrictions.

Section 5-50.11 Dewatering. Dewatering activities shall comply with the provisions of this section.

- (a) Schedule. The landowner or its designee shall prepare a schedule of dewatering for storm drainage items. The schedule will consist of estimates of points of discharge, discharge flows, site map, and dates and durations for all storm drainage items that will require dewatering. The schedule will include retention basins, weir structures, storm sewer, and other storm system components. This schedule shall be submitted to RCID Planning & Engineering for permitting of the dewatering operations prior to pumping activities. Preparation of all such permits is the responsibility of the landowner or its designee.
- (b) Discharges. Rapid discharge of large volumes of groundwater into existing surface waters can cause fishkills, algal blooms and other water quality problems due to a lack of dissolved oxygen, excessive nutrients, and/or an imbalance with respect to pH. The direct discharge of groundwater into an active surface water system (i.e., stormwater pond, canal, lake, etc.) will be reviewed on a case-by-case basis. Discharge will be allowed into a pond or impoundment not actively connected (under construction); prior to connection to the surface water system testing may be required. Dewatering activities may discharge clean water (less than 29 NTU above background) in a sheet flow over rooted vegetation.
- (c) Pumping Systems. Use of a floating intake is required on all surface-impoundment pumping systems. Fuel containment must be provided for each pump in the event of a leak or spill. This may be provided via an earthen berm covered with plastic or a double-walled factory containment system. The containment volume must be greater than fuel capacity.
- (d) Pumping Reports. Pumping reports documenting time, duration, accumulated volume, location, and type of pump used must be sent to RCID Planning & Engineering weekly. Reports are due each Monday for the previous week. Failure to properly maintain reports will result in shutdown of all pumping activities for that project.

Section 5-50.12 Certificate of Occupancy. The Planning and Engineering Department will recommend issuance of a certificate of occupancy pursuant to this section.

- (a) Inspection. An inspection by RCID of the stormwater system associated with all new construction is required prior to issuance of a certificate of occupancy.
- (b) Submitted Items. Prior to the inspection the applicant must provide two (2) copies of the project's stormwater system As-builts and two (2) copies of the SFWMD Construction Completion/Construction Certification forms. All copies must be signed and sealed by an engineer licensed to work within the State of Florida. The signatures and seals cannot be photocopies. No recommendation for issuance of a Certificate of Occupancy will be given until receipt of these items.

CHAPTER 5-60

SANITARY SEWER

Sections:

5-60.1	Purpose
5-60.2	General Requirements
5-60.3	Wastewater Collection Systems
5-60.4	Independent Package Plants and Septic Tanks

Section 5-60.1 Purpose. The purpose of this chapter, Chapter 5-60, Sanitary Sewer, is to specify the requirements for sanitary sewer and wastewater disposal throughout the District.

Section 5-60.2 General Requirements. The following general requirements for sanitary sewer and wastewater disposal shall apply to all development projects unless otherwise specified in this chapter. This chapter implements Section 163.3202(2)(g) F.S.

- (a) Compliance with Federal and State Law. Sanitary sewer and wastewater services shall comply with federal and state regulations. The Planning and Engineering Department shall ensure compliance with these standards.
 - (1) Sanitary sewer service shall comply with the Florida legislation entitled Sewage Disposal Facilities: Advanced and Secondary Waste Treatment (Chapter 403.086), that implements the Federal Water Pollution Control Act (PL 92-500) at the state level.
 - (2) Sanitary sewer services shall comply with state legislation (Chapter 47-6-62-600, Florida Administrative Code) and adopted regulations of FDEP.
 - (3) Coordination of wetlands, basins, refuse disposal, and a groundwater monitoring program shall be developed before rapid infiltration basins become operational in accordance with Chapter 47-4-62-610, Florida Administrative Code.
- (b) Hookup to Centralized System. All new development shall be linked to the central wastewater treatment system, except as provided in Section 5-60.4.

Section 5-60.3 Wastewater Collection Systems. Wastewater collection systems shall comply with the provisions of this section.

- (a) General. Every development within the District shall provide a local wastewater collection system that shall be connected to the District's main wastewater collection, treatment and re-use system, except as provided in Section 5-60.4.
- (b) Line Sizes. The local wastewater collection system shall be of sufficient size and design to receive and carry all wastewater from all buildings and structures within the development to the District's main system. The minimum gravity sanitary sewer size shall be eight (8) inches in diameter for main lines and four (4) inches for lateral lines.
- (c) Other Provisions. The local wastewater collection system shall be constructed and maintained in conformity with all applicable statutes, ordinances, and regulations of the District.

- (d) Camping Facilities. Every camping facility within the District shall connect to the central system or provide for an independent wastewater collection system. Where individual wastewater collection connections to vehicle spaces are not provided, there shall be a central collection station for servicing vehicles with self-contained wastewater systems. Such station or stations shall have wastewater connections at the rate of one (1) for each two hundred (200) spaces or fractional part thereof.

Section 5-60.4 Independent Package Plants and Septic Tanks. New independent package plants and individual septic tank systems shall not be permitted unless accompanied by a detailed plan that ensures that the project will be connected to the central system five (5) years after the final development order.

- (a) **Septic Tank Applications.** Septic tanks shall be allowed only for the following applications:

- (1) A residential development that meets the following criteria:
 - (i) average maximum gross density of one (1) unit per acre within the developable portion of the site;
 - (ii) the central sewer system is not available; and
 - (iii) soils are demonstrably suitable for septic tank use.
- (2) Free-standing recreational or service buildings that meet the following criteria:
 - (i) located more than one-fourth (1/4) mile from a developed area;
 - (ii) the average daily wastewater flow does not exceed one thousand (1,000) gpd;
 - (iii) the central sewer system is not available; and
 - (iv) soils are demonstrably suitable for septic tank use.
- (3) Temporary trailers used in conjunction with construction compounds, which meet the following criteria:
 - (i) the central sewer system is not available; and
 - (ii) soils are demonstrably suitable for septic tank use.

- (b) Standards.

- (1) All septic tanks shall comply with requirements of the County H.R.S. Department of the county in which the septic tank is located.
- (2) Septic tank and drainfield installations shall comply with the adopted rules of the Florida Department of Health, Division of Environmental Health (Rule No 64E-6).

CHAPTER 5-70

SOLID WASTE

Sections:

5-70.1	Purpose
5-70.2	General Requirements
5-70.3	Hazardous Waste

Section 5-70.1 Purpose. The purpose of this chapter, Chapter 5-70, Solid Waste, is to specify the requirements for solid waste disposal throughout the District. This chapter implements Section 163.3202(2)(g) F.S.

Section 5-70.2 General Requirements. The following general requirements for solid waste shall apply to all development projects unless otherwise specified in this chapter. The Planning and Engineering Department shall ensure compliance with applicable state and federal standards.

- (a) Florida Resource Recovery and Management Act. Solid waste service shall comply with the RCID Solid Waste Management Plan required by the Florida Resource Recovery and Management Act (Florida Statutes, Chapter 403.706).
- (b) FDEP Regulations. Solid waste handling and disposal shall comply with adopted regulations of FDEP (Florida Administrative Code, Chapter 62-701).
- (c) Solid Waste Management and Reduction Act. All new development that employs or houses more than ten (10) people shall be required to set aside areas for source separation of solid waste as required by the Florida Solid Waste Management and Reduction Act.
- (d) Compacting and Collection Sites. All development projects shall provide adequate space, as determined by the RCID, for solid waste compacting and collection equipment and for the collection of recyclable material.
- (e) Collection Services. All development projects shall be required to use the solid waste collection system operated by the RCID.
- (f) Disposal Sites. No solid waste disposal sites shall be located within the District except for those sites operated by the RCID.

Section 5-70.3 Hazardous Materials

(a) Holding Restrictions. The holding of hazardous materials shall be prohibited within a 100-year floodplain, within two hundred (200) feet of a wetland designated pursuant to Chapter 373 or Chapter 403 of the Florida Statutes or Chapter 404 of the Federal Water Pollution Control Act, **and within four five hundred (400500) feet of a potable water well.**

(b) Regulatory Compliance. Hazardous materials management shall comply with the Florida Resource Recovery and Management Act (Florida Statutes, Chapter 403.706) and the RCID Hazardous Waste Management Program.

CHAPTER 5-80

SOILS AND MINERALS

Sections:

5-80.1	Purpose
5-80.2	Geotechnical Studies
5-80.3	Waterways
5-80.4	Construction Sites
5-80.5	Mineral Extraction

Section 5-80.1 Purpose. The purpose of this chapter, Chapter 5-80, Soils and Minerals, is to protect soil and mineral resources. This chapter implements Section 163.3202(2) F.S.

Section 5-80.2 Geotechnical Studies. A geotechnical study shall be prepared by a licensed geotechnical engineer for development proposals on sites containing one (1) or more of the listed soils or soils identified as moderate to severe in the soil survey of the county in which the project is located.

Section 5-80.3 Waterways. Soil erosion along the banks of all canals and lakes shall be controlled by retaining and protecting natural vegetation, by planting vegetation that acts to hold the soil in place, or by adding materials for the purpose of side-slope stabilization. Additional measures may be required to meet state turbidity standards, as found in **Chapter 47-362-302, F.A.C.**, if the vegetative cover is not adequate to control erosion.

Section 5-80.4 Construction Sites.

- (a) **Turbidity of Water.** Runoff shall be controlled from construction sites in compliance with Section 5-30.5 to minimize soil erosion and ensure that the turbidity of the receiving water body does not exceed state standards as found in **Chapter 47-362-302, F.A.C** and Federal NPDES guidelines.
- (b) **Control Measures.** All construction sites and discharges from project sites shall comply with Section 5-30.5 contained herein, Federal NPDES guidelines and **Chapter 47-362-302, F.A.C**
- (c) **Mitigation Measures.** If any part of the project is not in compliance with the turbidity standards as determined by the RCID, construction shall cease on those parts of the project causing the noncompliance.

Section 5-80.5 Mineral Extraction. Mineral extraction shall be prohibited in areas designated on the Comprehensive Plan Future Land Use Map as Conservation or Public Facilities. Exceptions for Public Facilities shall be made on a temporary basis during construction or landscaping.

CHAPTER 5-90

FLORA AND FAUNA

Sections:

5-90.1	Purpose
5-90.2	General Requirements
5-90.3	Gopher Tortoise Management Program
5-90.4	Scrub Jay Habitat Protection Program
5-90.5	Bald Eagle Management Zones

Section 5-90.1 Purpose. The purpose of this chapter, Chapter 5-90, Flora and Fauna, is to specify the requirements for protection of natural vegetative communities and species that are endangered, threatened, or of special state concern. This chapter implements Section 163.3202(2) F.S.

Section 5-90.2 General Requirements. State and federal standards and regulations regarding development in wetlands, and the habitat of species that are endangered, threatened, or of special state concern shall be followed within the District boundaries. The following requirements shall apply to all development unless otherwise specified in this chapter.

- (a) Compliance with Laws. The requirements of the following laws shall be adhered to and enforced by the District in its review of development proposals:
 - (1) The Bald Eagle Protection Act (16 USC 668-668d) and (50 CRFR 22);
 - (2) Section 9 of the Endangered Species Act of 1973 (16 USC 1531);
 - (3) The Migratory Bird Treaty Act (16 USC 703-711); and
 - (4) Florida Endangered and Threatened Species Act of 1977 (Section 372.072, F.S).
- (b) Protection of Natural Areas. Development in the areas designated as Conservation shall be prohibited. In areas designated as Resource Management/Recreation, removal, encroachment or alteration will be allowed only when deemed appropriate and necessary.
- (c) Protected Plant Species. Unavoidable impacts to the threatened plants shown in Table 6-4 of the RCID Comprehensive Plan shall be minimized.
- (d) Wetland Jurisdictional Areas. Development shall minimize any impacts on wetland jurisdictional areas and shall comply with all policies related to wetlands that are included as part of Objective 3 of the Future Land Use Element of the Comprehensive Plan.

Section 5-90.3 Gopher Tortoise Management Program. Gopher Tortoise Management is addressed by Florida Game and Fresh Water Fish Commission Permit OSC#4. Relocation of the species to sites designated for Conservation, Resource Management/Recreation, or Public Facility uses is encouraged in the event gopher tortoises are discovered on future development sites.

Section 5-90.4 Scrub Jay Habitat Protection Program. In the event that significant populations of the Florida Scrub Jay are determined to be present on proposed development sites, the District shall require compliance with Florida Game and Freshwater Fish Commission mitigation requirements if impacts to a Scrub Jay nest are deemed unavoidable.

CHAPTER 5-100

ARCHAEOLOGICAL AND HISTORIC RESOURCES

Sections:

5-100.1	Purpose
5-100.2	Survey
5-100.3	Mitigation
5-100.4	State Archaeological Sites

Section 5-100.1 Purpose. The purpose of this chapter, Chapter 5-100, Archaeological and Historic Resources, is to specify the requirements for any development in an area encompassing a historically or archaeologically significant site. This chapter implements Section 163.3202(2) F.S.

Section 5-100.2 Survey. An archaeological or historical survey shall be required for any development in an area that encompasses a historically or archaeological significant site as identified in the Comprehensive Plan.

Section 5-100.3 Mitigation. If the project will cause damage to a unique historical or archaeological resource, the applicant shall avoid the site or incorporate the site into interpretative areas, passive recreation sites, or open space, if feasible. If this is not feasible, the applicant may be required to delay construction for up to one hundred and twenty (120) days in order that the site may be excavated, inventoried, and/or cataloged under the supervision of a licensed archeologist.

Section 5-100.4 State Archaeological Sites. A permit or letter to proceed from the Division of Historical Resources shall be required before disturbing any state archaeological landmark or state archaeological landmark zone designated pursuant to Section 267.11 Florida Statutes.

ARTICLE 6 - PROCEDURES

CHAPTER 6-10

PROCEDURES: INTENT

Sections:

6-10.1	Title and Purpose
6-10.2	Organization

Section 6-10.1 Title and Purpose. Article 6 of the Land Development Regulations is entitled Procedures. The purpose of this article and the chapters within it is to specify the procedures for processing development applications, enforcing the Land Development Regulations, and amending the Comprehensive Plan and Land Development Regulations.

Section 6-10.2 Organization. Article 6 consists of the following chapters:

- (a) 6-10 Procedures: Intent
- (b) 6-20 Consistency Review
- (c) 6-30 Development Review
- (d) 6-40 Subdivision Review
- (e) 6-50 Specifications for Subdivision Plans and Plats
- (f) 6-60 Variances
- (g) 6-70 Review and Appeals
- (h) 6-80 Enforcement
- (i) 6-90 Amendment of Land Development Regulations
- (j) 6-100 Amendment of Comprehensive Plan
- (k) 6-110 (Section Number Reserved)
- (l) 6-120 Fees

CHAPTER 6-20

CONSISTENCY REVIEW

Sections:

6-20.1	Purpose
6-20.2	Applicability
6-20.3	Pre-Application Conference
6-20.4	Concept Plan
6-20.5	Consistency Determination
6-20.6	Record Keeping
6-20.7	Determination if Concurrency Review Required
6-20.8	Determination if Site Plan Review Required
6-20.9	Determination if Site Civil Review Required
6-20.910	Determination if Environmental Review Required
6-20.10	Appeals
6-20.11	Changes in Concept Plan

Section 6-20.1 Purpose. The purpose of this chapter, Chapter 6-20, Consistency Review, is to provide for an initial review of a development application to determine if the use is allowed by the Comprehensive Plan and what subsequent review process is applicable.

Section 6-20.2 Applicability. The provisions of this chapter shall apply to all development that requires a building permit, impacts pre-existing drainage patterns, involves the establishment or reconfiguration of parking areas, or has an area of disturbance larger than five (5) acres, but shall not apply to those projects described below except as specifically provided. The provisions of this chapter are in addition to any requirements for a permit from the SFWMD or any other county, state, or federal agency.

- (a) Totally Exempt. The following projects are exempt from the provisions of this chapter:
- (1) interior or exterior maintenance, rehabilitation, or replacement of existing facilities or structures, provided the use does not change and the size or capacity does not increase;
 - (2) relocation of temporary uses;
 - (3) wells and septic tanks;
 - (4) resurfacing of existing driveways, roads, and parking lots; and
 - (5) demolitions.
- (b) Administrative Review. The following projects are exempt from the provisions of this chapter except that they do require an administrative review of their height, size, and location by the Department of Planning and Engineering.
- (1) exterior signs;
 - (2) temporary construction trailers;
 - (3) fences and walls;
 - (4) nature trails constructed entirely in uplands; and

- (5) replacement structures for those that were destroyed or demolished, provided the use does not change, and the size does not increase, and its use is conforming.

Section 6-20.3 Pre-Application Conference. Applicants shall meet with the Department of Planning and Engineering and other affected parties (including but not limited to representatives from Energy Services, Fire Department, Building and Safety, and Environmental Affairs) as soon as possible in the development process. The Department of Planning and Engineering may waive this meeting for projects ~~he or she~~ deemed to be minor. No processing of permits of any type will be conducted until this meeting takes place or has been waived. The applicant shall provide a concept plan in portable document format (PDF) ~~or five paper copies,~~ prepared pursuant to Section 6-20.4, ten (10) days prior to the date of the meeting.

Section 6-20.4 Concept Plan. The concept plan shall include the information called for in this section:

- (a) Project Description. A project description that includes the following:
 - (1) Name of project;
 - (2) Name, address, and phone number and email of contact person;
 - (3) List of all proposed uses by use type;
 - (4) Approximate size and shape of all structures;
 - (5) Future land use designation from the Comprehensive Plan; and
 - (6) Size of the area of disturbance (acres).
- (b) Preliminary Site Plan. A preliminary site plan that includes the following:
 - (1) The boundaries of the area of disturbance and limits of construction shown on the Disney Grid or the State Plane Coordinate System;
 - (2) A surveyed point; and
 - (3) The approximate location of all structures and parking facilities.
- (c) **Building Program.** A building program that includes the following:
 - (1) Estimated amount of potable water consumption, including average daily demand, peak day demand, and fire flow requirement, by phase and at buildout, including all calculations;
 - (2) Estimated amount of wastewater to be generated, including average daily generation and peak day generation, by phase and at buildout, including all calculations;
 - (3) Estimated amount of solid waste to be generated, by phase and at buildout, including all calculations;
 - (4) Estimated amount of wastewater reuse consumption, including average day and peak demand, by phase and at buildout;
 - (5) Total area to be irrigated, by phase and at buildout, expressed in square feet or acres as appropriate;

- (6) Unadjusted daily and p.m. peak-hour/peak-direction trip generation characteristics at buildout;
 - (7) Total area of the development (project site) expressed in acres;
 - (8) Number of residential or guest rooms in the development; and
 - (9) Number of all required parking spaces, including disabled-person spaces.
- (d) Open Space. ~~Development shall not intrude into Open Space as designated in the RCID Open Space Map, unless an Open Space Map revision has been reviewed and approved by the District Administrator. Development shall not reduce the amount of open space below twenty (20) percent of the total acreage within the RCID, excluding the Wildlife Management and Conservation Area, as identified on the RCID Open Space Map (Figure 7.3 in the Comprehensive Plan).~~
- (e) Traffic Study. If forecasted daily peak hour traffic volumes are greater than 120 (2-way) vehicles per hour, then a traffic study may be required in which the outlined scope is subject to approval by the RCID. The traffic study is to mitigate any issues or concerns about driveway connections, roadway capacity, spacing criteria, and safety as it pertains to the District roadways and the supporting network.
- (ef) Other Information. Other information required by the District Administrator to make the determinations called for in this chapter.

Section 6-20.5 Consistency Determination. Within five (5) working days after the conclusion of the pre-application conference or the receipt of a complete concept plan, whichever occurs later, the District Administrator shall make a consistency determination and issue a Certificate of Consistency or a letter stating that a certificate cannot be issued. A Certificate of Consistency shall be issued if the proposed project complies with all of the criteria listed below:

- (a) The proposed project does not reduce the amount of open space below ~~thirty (30)~~ twenty (20) percent of the total acreage within the RCID, excluding the Wildlife Management and Conservation Area, as identified on the RCID Open Space Map;
- (b) The proposed uses are allowed by Chapter 2-20;
- (c) The proposed project does not exceed the growth standards in Chapter 3-20; and
- (d) The preliminary site plan is approved.

Section 6-20.6 Record Keeping. If a Certificate of Consistency is issued, the Department of Planning and Engineering shall enter the size of the development and its infrastructure requirements into a written or computerized record system for use in subsequent consistency determinations.

Section 6-20.7 Determination if Concurrency Review Required. Within fifteen (15) working days after the conclusion of the pre-application conference or the receipt of a complete concept plan, whichever occurs later, the District Administrator shall make a determination if a project requires a concurrency determination based on the following criteria:

- (a) ~~Traffic.~~ A traffic concurrency review shall be required if the p.m. peak-hour, peak-direction traffic generation from the project exceeds one-tenth of one percent (0.1%) of the maximum service flow rate on any of the links to which the project has adjacent access.
- (ba) Potable Water. A potable water concurrency review shall be required if the project is expected to use more than thirty thousand (30,000) gallons of potable water per day;

- (eb) Wastewater. A wastewater concurrency review shall be required if the project is expected to generate more than thirty thousand (30,000) gallons of wastewater per day;
- (ec) Solid Waste. A solid waste concurrency review shall be required if the project is expected to generate more than two (2) tons of solid waste per day;
- (ed) Drainage. A drainage concurrency review shall be required if the project involves the disturbance of more than one (1) acre of land area;
- ~~(f) Parks and Recreation. A parks and recreation review shall be required if the project is expected to add more than ten (10) permanent or functional residents to the District.~~
- (ge) Scope of Determination. A concurrency review shall be conducted only for those facilities or services having infrastructure impacts that meet or exceed the standards in Subsections (a) through (fd) of this section.
- (hf) Submitted Projects Awaiting Approval. A concurrency review is not required for projects that meet both of the following criteria:
- (1) The project has its final discretionary approval dated prior to November 15, 1991; and
 - (2) The applicant has expended substantial sums of money or incurred substantial obligations in reliance upon the final development order.
- (ig) Integrated Development Projects. A concurrency review is not required for the following projects:
- (1) Infill projects within theme parks existing and operating on November 15, 1991, if services and facilities were originally sized for ultimate build out of the theme park; or
 - (2) Infill projects which are an integral part of a larger development project and whose traffic, water, sanitary sewer, solid waste, and drainage, and parks and recreation impacts were adequately addressed in the approved plans for the larger development project.
- (jh) Review Required. If a concurrency review is required, the review shall be conducted as set forth in Chapter 6-30.
- (ki) Review Not Required. If a concurrency review is not required, no further action on concurrency need be taken except that the capacity used by the approved project must be subtracted from the total capacity available for future projects.

Section 6-20.8 Determination if Site Plan Review Required. Within fifteen (15) working days after the conclusion of the pre-application conference or the receipt of a complete concept plan, whichever occurs later, the District Administrator shall make a determination if a project requires a site plan review in order to ensure that it complies with these Land Development Regulations.

- (a) Criteria. A site plan review is required if any of the following apply:
- (1) The project site is more than five (5) acres;
 - (2) The project is subject to concurrency review pursuant to Section 6-20.7; or

- (3) The District Administrator determines that a proposed project has the potential of adversely impacting the environment.
- (b) Review Required. If a site plan review is required, the review shall be conducted as set forth in Chapter 6-30.
- (c) Review Not Required. If a site plan review is not required, the application shall be reviewed by the Department of Planning and Engineering to ensure that it complies with the provisions of these Land Development Regulations.

Section 6-20.9 Determination if Site Civil Review Required. Within fifteen (15) working days after the receipt of a complete concept plan, the District Administrator shall make a determination if a project requires a site civil review in order to ensure that it complies with these Land Development Regulations.

(a) Criteria. A site civil review is required if any of the following apply:

- (1) The project is disturbing the existing ground. In particular, changes to grading, impervious or surface properties, or any such item that could modify or impact the existing surface runoff, primary or secondary drainage systems serving an existing project area or adjacent offsite areas.
- (2) The District Administrator determines that a proposed project has the potential of adversely impacting the environment, wetland or surface waters, or the Master Drainage System.
- (3) The project is proposing maintenance activities to a stormwater management facility, storm drain system, waterbody, or any structure or item within a water body.

(b) Review Required. If a site civil review is required, the review shall be conducted as set forth in Chapter 6-30.

(c) Review Not Required. If a site civil review is not required, the application shall be reviewed by the Department of Planning and Engineering to ensure that it complies with the provisions of these Land Development Regulations.

~~**Section 6-20.910 Determination if Environmental Review Required.** Within fifteen (15) working days after the conclusion of the pre-application conference or the receipt of a complete concept plan, whichever occurs later, the District Administrator shall make a preliminary determination on what environmental review is required pursuant to Article 5 of these Land Development Regulations. This preliminary determination may be subsequently modified as more information becomes available on the project.~~

Section 6-20.10 Appeals. Determinations by the District Administrator, made pursuant to this chapter may be appealed pursuant to Chapter 6-70.

Section 6-20.11 Changes in Concept Plan. If information in the concept plan changes significantly as deemed by the District Administrator for the following items, the revised plan shall be re-submitted for review and new determinations of consistency, concurrency, site plan review, and environmental review shall be conducted as necessary. Items changed which may warrant re-submittal include: the size of structures; the location of structures; projected impacts on public facilities and services; or adverse projected impacts on the environment.

CHAPTER 6-30

DEVELOPMENT REVIEW

Sections:

6-30.1	Purpose
6-30.2	Site Plan Information
6-30.3	Site Plan Review
6-30.24	Site Civil Information
6-30.35	Site Civil Review
6-30.46	Concurrency Information
6-30.57	Timing of Concurrency Review
6-30.68	Process for Concurrency Determination
6-30.79	Determination of Concurrency
6-30.810	Availability of Potable Water, Wastewater, Solid Waste, and Drainage Facilities
6-30.9	Availability of Parks and Recreation Facilities
6-30.10	Availability of Roads
6-30.11	Period of Validity
6-30.12	Changes in Project
6-30.13	Transferability
6-30.14	Semi-Annual Reports
6-30.15	Fees
6-30.16	Appeals

Section 6-30.1 Purpose. The purpose of this chapter, Chapter 6-30, Development Review, is to ensure that adequate road, potable water, sanitary sewer, solid waste, and drainage, and park and recreation facilities and services are in place concurrent with the impacts of development projects, and that proposed projects comply with other provisions of these Land Development Regulations.

Section 6-30.2 Site Plan Information. If a site plan is required pursuant to Chapter 6-20, the applicant shall submit the information required by this section.

- (a) **Format.** All development applications shall include a site plan, signed and sealed by a professional engineer with a current license to practice in the State of Florida, on a paper copy in electronic formats acceptable to the RCID located on the Walt Disney World Grid and in a computer readable medium (AutoCAD DWG format preferred) as specified by the District Administrator.
- (b) **Contents.** The site plan shall show the following:
 - (1) Boundary of the project site;
 - (2) Indication of current land uses on adjacent properties;
 - (3) Existing condition of the project site;
 - (4) Final grading of the project site;
 - (5) Footprints of all structures;
 - (6) Location of landscaped areas, plazas, and other major design features;
 - (7) Landscaping and irrigation plans that comply with Chapter 4-50;

- (8) Location and geometry of all existing and proposed access points;
 - (9) Location and number of all required parking spaces, including disabled person spaces;
 - (10) Location and size of road rights-of-way, fire lanes, transit corridors or facilities as may be appropriate, and pedestrian facilities;
 - (11) Location and size of all stormwater management facilities within the project site;
 - (12) Limits of the one hundred (100) year floodplain as defined by RCID;
 - (13) Most landward limits of the wetland jurisdiction of the SFWMD and the Army Corps of Engineers;
 - (14) Delineation of wetland buffers as required by Subsection (a)(2) of Section 5-20.8;
 - (15) Delineation of existing natural vegetation and ecological communities to be preserved and integrated into the landscaping plan, where appropriate and as feasible;
 - (16) Information related to on-site transit service such as circulation path of buses, necessary queuing areas for passengers and buses, and areas to be designated as bus stops and shelters.
- (c) Other Materials. The site plan shall be accompanied by the following:
- (1) Breakdown of pervious and impervious surface on the project site by phase and at buildout;
 - (2) Evidence that the soil conditions are suitable for the proposed project;
 - (3) An analysis of the aquifer recharge potential of any site larger than five (5) acres (applies to new development sites);
 - (4) Copies of potable water and wastewater permits as applicable; and
 - ~~(5) Copies of the FDEP completed NOI and acknowledgment letter for the NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities (also known as the CGP) for projects that are greater than one (1) acre; and~~
 - ~~(6) Any updates to the information submitted pursuant to Section 6-20.7.~~
 - ~~(7) Activities within a wetland buffer, as defined by Subsection (a)(2) of Section 5-20.8, or a Class I or Class II Wetland Area will require a RCID Environmental Impact Report. The report shall at a minimum describe the proposed project, identify and describe the types of impacts expected/proposed and their significance and identify conservation measures to minimize or compensate for adverse environmental impacts.~~
- (d) Submittal. The site plan shall be filed with the Department of Planning and Engineering. The Department shall determine if the site plan is complete within ten (10) working days after its receipt. If it is not, the applicant shall be notified immediately, and no further processing shall occur until it is made complete. This determination shall not prevent the

RCID from requesting additional information if necessary to ensure that the development complies with these Land Development Regulations.

- (e) Distribution. Upon a finding that the site plan is complete, the Department of Planning and Engineering shall immediately transmit one copy to the Department of Building and Safety, Reedy Creek Fire Department, Department of Environmental Services, and Reedy Creek Energy Services.

Section 6-30.3 Site Plan Review. The site plan review shall be coordinated by the District Administrator.

- (a) Time Period for Action. The District Administrator shall ensure that the review is completed within thirty (30) days after the complete site plan is submitted.
- (b) Staff Review. The RCID staff shall review the development review application and approve, approve with conditions, modify, modify with conditions, or deny the application based on the standards set forth in Article 4 of these Land Development Regulations.
- (c) Findings. Prior to issuing a Site Plan Approval, the District Administrator shall find that the development meets the following criteria:
 - (1) No health or safety hazard is created on any property within or adjacent to the RCID boundary as a result of the development; and
 - (2) The development complies with the provisions of these Land Development Regulations and is consistent with the Goals, Objectives and Policies of the Comprehensive Plan.
- (d) Additional Reviews. Approval of the site plan does not relieve the applicant from complying with:
 - (1) All relevant building and accessibility codes nor does it eliminate the need for the applicant to apply for and receive a building permit from the Department of Building and Safety before construction commences; **or and**
 - (2) All relevant codes and requirements of the Reedy Creek Fire Department and Reedy Creek Energy Services.
- (e) Period of Validity. An approved site plan is effective for a period of two (2) years or the life of the building permit obtained following site plan approval, whichever is longer. If construction is not commenced within the period that the site plan is effective, no construction can take place unless there has been an extension approved by the District Administrator. Before an extension is granted, there must be compliance with all applicable site plan requirements in effect at the time of the extension request.

Section 6-30.4 Site Civil Information. If a site civil review is required pursuant to Chapter 6-20, the applicant shall submit the information required by this section.

- (a) Format. All development applications shall include an electronic submittal of the site civil construction plans signed and sealed by a professional engineer with a current license to practice in the State of Florida.
- (b) Contents. The site civil construction plans shall show the following:
 - (1) All applicable drainage plan items as listed in Sections 5-30.4 and 5-30.5;
 - (2) Limits of construction of the project site;

- (3) Project vertical and horizontal datum;
- (4) Existing condition of the project site and any demolition for the proposed project;
- (5) Property ownership boundaries;
- (6) Site plan including all proposed impervious such as roads, driveways, structure/building footprints, parking lots, sidewalks, etc. Provide sufficient location and geometry information and associated breakdown of project land use (impervious, pervious, building, water management).
- (7) Final grading of the project site, including all minimum finished floor elevations for structures;
- (8) Drainage plan, showing drainage patterns (including any offsite contributing drainage), basins, and all secondary drainage system information, including any underdrains;
- (9) Location of all existing or proposed stormwater management facilities. For proposed stormwater management facilities, sufficient detail regarding grading and outfall control structures must be provided to demonstrate consistency with any associated South Florida Water Management District (SFWMD) permit;
- (10) Location of canals or water control structures in vicinity of project;
- (11) Limits of the one hundred (100) year floodplain as defined by RCID;
- (12) Most landward limits of the wetland and surface water jurisdiction of the SFWMD and the Army Corps of Engineers;
- (13) Delineation of wetland buffers as required by Subsection (a)(2) of Section 5-20.8;
- (14) Existing and proposed utility plan;
- (15) Signal plans;
- (16) Any traversing bridge or proposed structure (including docks) over a canal, wetland or waterbody. Required information includes structure type, proposed use, location, abutment type, associated grading, piers/pile information, low chord elevations, waterbody normal and 100-year elevation and any associated scour protection;
- (17) Any relevant civil details associated with items shown within site civil plans to provide additional construction level detail for dimensions or specification clarification. Including but not limited to, pavement sections, sidewalk typical and riprap details.
- (18) Erosion Control Plan;
- (19) Any revisions to previously approved Site Civil Construction Plans for the project.

(c) Other Materials. The site civil construction plans shall be accompanied by the following:

(1) Drainage calculations, signed and sealed by a professional engineer with a current license to practice in the State of Florida, for all proposed primary or secondary drainage systems or proposed modifications to existing primary or secondary drainage systems to demonstrate pollution abatement and flood protection as required in Section 5-30;

(2) Riprap sizing calculations, if applicable;

(3) Signal warrant and timing calculations, if applicable.

(d) Submittal. The site civil construction plans and accompanied documents shall be filed with the Department of Planning and Engineering. Site civil review is typically performed concurrently with SFWMD agency review and Erosion Control Review.

Section 6-30.5 Site Civil Review. The site civil review shall be coordinated by the District Administrator.

(a) Time Period for Action. The District Administrator shall ensure that the review is completed within thirty (30) days after the site civil plan is submitted.

(b) Staff Review. The RCID staff shall review the development review application and approve, approve with conditions, modify, modify with conditions, or deny the application based on the standards set forth in Article 4 of these Land Development Regulations.

(c) Findings. Prior to issuing a Site Civil Approval, the District Administrator shall find that the development meets the following criteria:

(1) No health or safety hazard is created on any property within or adjacent to the RCID boundary as a result of the development; and

(2) The development complies with the provisions of these Land Development Regulations and is consistent with the Goals, Objectives and Policies of the Comprehensive Plan.

(d) Additional Reviews. Approval of the site civil plan does not relieve the applicant from complying with:

(1) All relevant local, state or federal regulations and permits including SFWMD and NPDES criteria.

(2) All relevant building and accessibility codes nor does it eliminate the need for the applicant to apply for and receive a building permit from the Department of Building and Safety before construction commences; and

(3) All relevant codes and requirements of the Reedy Creek Fire Department and Reedy Creek Energy Services.

(4) Any revisions or modifications to the approved Site Civil Plans must be resubmitted for review and approval to RCID Planning and Engineering.

(e) Period of Validity. A Site Civil Letter is effective for a period of five (5) years or the life of an associated SFWMD permit, whichever is longer. If construction is not commenced within one year, the project team may be asked by Department of Planning and Engineering to verify the approved site civil construction plans and Erosion Control Plan information is still valid at the time of a subsequent request to commence construction. No extension beyond the five year life can be approved without approval from the District Administrator and any extension of associated SFWMD permits if applicable. Before an

extension is granted, there must be compliance with all applicable site civil requirements in effect at the time of the extension request.

Section 6-30.46 Concurrency Information. If a concurrency review is required pursuant to Chapter 6-20, the applicant shall submit the information required by this section.

- (a) Potable Water. No information, in addition to that required by Chapter 6-20, is required for making a concurrency determination on potable water.
- (b) Wastewater. No information, in addition to that required by Chapter 6-20, is required for making a concurrency determination on wastewater.
- ~~(c) Roadway System. In addition to the requirements of Chapter 6-20, information on traffic at times other than the p.m. peak hour is required if the RCID determines that such information is necessary.~~
- (~~d~~c) Solid Waste. No information, in addition to that required by Chapter 6-20, is required for making a concurrency determination on solid waste.
- (~~e~~d) Drainage. No information, in addition to that required by Chapter 6-20, is required for making a concurrency determination on drainage.

Section 6-30.57 Timing of Concurrency Review. The applicant may request that a final concurrency determination be completed at any time after sixty (60) days have elapsed since the complete information required by Section 6-30.4 is submitted, but prior to the issuance of any building permit for the project. No ground disturbance may be undertaken and no construction may begin before the final determination is made and a Certificate of Concurrency has been issued.

Section 6-30.68 Process for Concurrency Determination. The RCID Department of Planning and Engineering is responsible for conducting the concurrency determination.

- (a) Concurrent. If the application is deemed concurrent and meets the standards in this chapter, a Certificate of Concurrency shall be issued by the District Administrator.
- (b) Not Concurrent. If the application is deemed to be not concurrent, the applicant shall be notified that a Certificate of Concurrency cannot be issued. The applicant shall be provided an opportunity to modify the project, mitigate the impacts of the development upon the public services, or provide the needed capital improvements as set forth in a development agreement.
- (c) Building Permits. No building permits shall be issued for a development project requiring a concurrency review until a Certificate of Concurrency is issued.

Section 6-30.79 Determination of Concurrency. The concurrency determination shall comply with the provisions of this section.

- (a) General. The concurrency determination shall be made by comparing the available capacity of a facility or service to the demand created by the proposed project. Available capacity shall be determined by adding together the total excess capacity of existing facilities and the total capacity of any new facilities which meet the previously defined concurrency standards and subtracting any capacity committed by projects that have a vested right to proceed and projects that have previously issued Certificates of Concurrency.
- (b) Level of Service Standards. An application shall be deemed concurrent only if the proposed development does not lower the level of service for ~~the roadway system~~, potable

water, wastewater, solid waste, ~~and drainage, and parks and recreation~~ below the level of service standards as set forth in Chapter 3-30.

Section 6-30.810 Availability of Potable Water, Wastewater, Solid Waste, and Drainage Facilities. A project shall be deemed concurrent only if the proposed development does not lower the levels of service for potable water, wastewater, solid waste, and drainage below the adopted standards as set forth in Chapter 3-30 and one of the following provisions are met:

- (a) The facilities and services necessary to achieve concurrency are in place at the time a development permit is issued;
- (b) The facilities necessary to achieve concurrency are under construction at the time a development permit is issued;
- (c) The development permit is issued subject to the condition that the facilities and services necessary to achieve concurrency will be in place concurrent with the impacts of development; or
- (d) The necessary public facilities and services necessary to achieve concurrency are guaranteed in an enforceable development agreement to be in place concurrent with the impacts of development.

~~**Section 6-30.9 Availability of Parks and Recreation Facilities.** A project shall be deemed concurrent for parks and recreation only if the proposed development does not lower the level of service for parks and recreation below the adopted standards as set forth in Chapter 3-30 and one of the following provisions are met:~~

- ~~(a) **Prior Provisions.** Any of the provisions in Section 6-30.8 are met; or~~
- ~~(b) **Provisions.** Either of the following is met:~~

- ~~(1) The facilities and services necessary to achieve concurrency are the subject of a binding contract, executed at or before the time the development permit is issued, which provided for the commencement of actual construction of the required facilities or the provision of services within one year of the issuance of the development permit; or~~
- ~~(2) The facilities and services necessary to achieve concurrency are guaranteed in an enforceable development agreement which requires the commencement of actual construction of the facilities or the provision of services within one year of the issuance of the development permit.~~

~~**Section 6-30.10 Availability of Roads.** Concurrency for the roadway system shall be determined as set forth in this section.~~

- ~~(a) **Determination Methodology.** A project shall be deemed concurrent for the roadway system only if the traffic impacts of the proposed development does not lower the level of service for any of the concurrency management roadway links identified in the RCID Transportation Concurrency Management System Manual below the level of service standards as set forth in Chapter 3-30. This determination shall be made as follows:~~
- ~~(1) The determination shall be made using the RCID Transportation Concurrency Management System (CMS) roadway network in effect at the time the application is submitted. The CMS roadway network is described in the RCID Transportation Concurrency Management System Manual.~~

- (2) The CMS roadway network may include any improvements for which construction is scheduled to commence by the third year of the currently adopted RCID Capital Improvement Program and any improvements to be made by other public agencies within three years, provided the construction is included in an interlocal agreement or memorandum of understanding between the RCID and the agency.
 - (3) The determination shall evaluate the total traffic impacts of the proposed project, existing development, proposed projects that have a Certificate of Concurrency, and proposed projects that have submitted a complete concurrency application.
 - (4) The determination shall use the most recent RCID trip generation rates unless such rates are not available for the specific use(s). If RCID rates are not available, ITE (Institute of Transportation Engineers) trip generation rates will be used.
 - (5) Any special distribution, routing, and internal capture factors that differ from those used in the RCID Subarea Model shall not be used unless approved by the RCID.
 - (6) The determination shall evaluate the roadway network capacity availability on a link by link basis using the most recent capacities for each link of the roadway network, as established by the RCID. If the traffic generated by the project does not exceed the available capacity or lower the adopted level of service standard on any RCID roadway network link, the project is deemed to be concurrent.
 - (7) If the traffic generated by the project exceeds the available capacity on any RCID roadway network link, mitigation techniques may be approved by the RCID to correct deficiencies in traffic capacity. If the traffic generated by the project, as mitigated, does not exceed the available capacity or lower the adopted level of service standard on any RCID roadway network link, the project is deemed to be concurrent.
 - (8) The RCID shall prepare a written concurrency determination report. It shall keep at least one copy in its records and provide the applicant with at least one copy.
- (b) Plan Amendment. If concurrency is based on Subsection (a)(2) of this section, a plan amendment shall be required to eliminate, defer, or delay construction of any facility or service needed to maintain the adopted LOS standard.

Section 6-30.11 Period of Validity. A Certificate of Concurrency shall be valid for the period as set forth in this section.

- (a) General. A Certificate of Concurrency shall remain in effect for a minimum term of thirty-six (36) months. As long as both commencement of actual construction of any building structure related to the primary use of the site and continuous activity toward completion of construction occurs during such thirty-six (36) month term, the Certificate of Concurrency shall continue and remain in effect until construction is completed even if construction is not completed within such thirty-six (36) month term.
- (b) Renewal or Extension. If construction on a project ceases prior to completion and an applicant anticipates recommencing construction during the thirty-six (36) months following the date such construction ceases, an applicant may apply for and obtain an extension of the Certificate of Concurrency through completion of the project, so long as construction actually recommences within thirty-six (36) months following the cessation of construction and thereafter continuous activity towards completion of construction occurs. If at any time thereafter there are subsequent cessations of construction, an applicant may apply for additional extension periods which will be reviewed and granted by the District Administrator on a case-by-case basis with consideration of extenuating circumstances,

such as without limitation, unfavorable economic conditions, changes in regulations, or other mitigating circumstances.

- (c) Appeals. If a Certificate of Concurrence is issued, but approval of the project is challenged in an administrative or judicial forum, the period of time in Subsection (a) of this section shall be extended for the period required to reach a final resolution on the appeal.
- (d) Voidance. A Certificate of Concurrence may be voided as set forth in Section 6-30.12.

Section 6-30.12 Changes in Project. Changes in a project shall comply with the provisions of this section.

- (a) Modified Project. If a project is modified after a Certificate of Concurrence has been issued but before construction begins, the District Administrator shall require a new concurrency determination if he or she determines that the requirements for the types of infrastructure subject to the provisions of this chapter are likely to increase by five (5) percent or greater.
- (b) Voidance. If the applicant has a change in its development program, it can request that a Certificate of Concurrence be voided for a project on which construction has not commenced.

Section 6-30.13 Transferability. A Certificate of Concurrence may be transferred only as provided in this section.

- (a) Another Project. A Certificate of Concurrence cannot be transferred to another development project.
- (b) Another Owner. A Certificate of Concurrence shall run with the land and shall transfer to a successor in interest to the original applicant, provided the land remains within the jurisdiction of the RCID.

Section 6-30.14 Semi-Annual Reports. The Department of Planning and Engineering shall prepare a concurrency status report by July 1 and January 1 of each year. This report shall list the permitting activity for the previous six (6) month period and provide the status of available capacity for those services included in the concurrency management system pursuant to this chapter. The semi-annual reports shall be used in preparing the annual updates to the Capital Improvement Element of the Comprehensive Plan and Capital Improvement Program.

Section 6-30.15 Fees. The fee for site plan and concurrency reviews shall be as set forth in Chapter 6-120.

Section 6-30.16 Appeals. The decisions of the District Administrator made pursuant to this chapter may be appealed pursuant to Chapter 6-70.

CHAPTER 6-40

SUBDIVISION REVIEW

Sections:

6-40.1	Purpose
6-40.2	Application Requirements
6-40.3	Notice
6-40.4	Review Procedures: Preliminary Subdivision Plan
6-40.5	Planning Board Action: Preliminary Subdivision Plan
6-40.6	Appeal of Denial
6-40.7	Board Action: Preliminary Subdivision Plan
6-40.8	Review Procedures: Final Subdivision Plan
6-40.9	Board Action: Final Subdivision Plan
6-40.10	Plat Approval and Recording
6-40.11	Start of Construction
6-40.12	Variances, Modifications, and Waivers
6-40.13	Vacating of Plats

Section 6-40.1 Purpose. The purpose of this chapter, Chapter 6-40, Subdivision Review, is to provide the process for the subdivision of land by recorded plat.

Section 6-40.2 Application Requirements. Subdivision applications shall comply with the provisions of this section.

- (a) Initiation of Subdivision. The Board of Supervisors or the Planning Board may initiate a subdivision of land. An owner of real property or the property owner's authorized agent may initiate a subdivision of land through an application to the District Administrator.
- (b) Pre-Application Conference. An applicant shall request a pre-application conference with the Department of Planning and Engineering to discuss subdivision review, specifications for plats and subdivision plans, and subdivision standards and improvements.
- (c) Filing of Preliminary Subdivision Plan. The subdivider shall submit a preliminary subdivision plan and appropriate documentation as specified in Chapter 6-50 to the Department of Planning and Engineering.
- (d) Filing of Final Subdivision Plan. Within one (1) year upon approval of the preliminary plan, the subdivider shall submit a final subdivision plan, as specified in Chapter 6-50, to the Department of Planning and Engineering for distribution to appropriate District offices and departments. Final subdivision plans shall conform to the preliminary plan as approved. Preliminary plan approval by the Board of Supervisors shall be automatically voided if final subdivision plans are not submitted within one (1) year.
- (e) Pre-Approval Conference. Prior to final approval of a subdivision plan, the subdivider shall schedule a conference with the Department of Planning and Engineering to review the manner in which and the extent to which streets, sidewalks, water, sewer, and other utility connections or mains, piping and any other necessary physical improvements shall be installed, and the specifications thereof.
- (f) Fees. The subdivider shall pay the fees required by Chapter 6-120 upon the filing of the preliminary subdivision plan. The date for the payment of the fee is the application date.

Section 6-40.3 Notice. Notice shall be given in accordance with the provisions of this section.

- (a) Notice of Property Owners by Mail. A notice setting forth the time, place, purpose of hearing, and map or physical description of the land involved shall be sent by mail at least ten (10) days before the hearing to the following persons:
 - (1) All owners of real property subject to the subdivision of land; and
 - (2) Each property owner within three hundred (300) feet of the property subject to the subdivision of land.
- (b) Notice in the Newspaper. A notice setting forth the date, time, and place of the hearing shall be published approximately seven (7) days prior to the hearing date in a newspaper of general circulation in the county in which the property is located. The notice shall describe the proposed subdivision; describe the parcels, properties, or areas that are affected by the subdivision request; and provide other pertinent information in such a manner that the subdivision request and its effect(s) can be clearly identified.

Section 6-40.4 Review Procedures: Preliminary Subdivision Plan. Preliminary subdivision plans shall be reviewed in accordance with the provisions of this section.

- (a) Staff Review.
 - (1) The District Administrator shall review the plan for compliance with Chapter 6-50 and other applicable regulations and shall accept or reject the application as complete within fifteen (15) days after submittal.
 - (2) Within five (5) days after the preliminary plan has been found to be complete, the Department of Planning and Engineering shall submit the preliminary plan to Orange County or Osceola County, depending on the location of the proposed land subdivision. The Department of Planning and Engineering shall request comments from the appropriate county within fifteen (15) days after submittal.
- (b) Staff Report. The Department of Planning and Engineering shall prepare a staff report making recommendations to the Planning Board. The Manager shall submit the report to the Planning Board within forty-five (45) days after the preliminary plan has been found to be complete.

Section 6-40.5 Planning Board Action: Preliminary Subdivision Plan. The Planning Board shall take action on the preliminary subdivision map as set forth in this section.

- (a) Hearing. The Planning Board shall hold a public hearing within forty-five (45) days from the date the complete application was submitted to it. Failure of the Planning Board to hold a public hearing shall constitute recommendation of approval of the preliminary subdivision plan.
- (b) Action. The Planning Board may take action to recommend approval or deny the preliminary plan at the conclusion of the public hearing but shall take action no later than sixty (60) days after the complete application was submitted to it. An extension of time for Planning Board action may be granted if mutually agreed upon between the applicant and the District Administrator.
- (c) Findings. When making its recommendation to the Board of Supervisors, for approval of a preliminary subdivision plan, the Planning Board shall, at a minimum, make the following findings of fact:

- (1) The subdivision is consistent with and promotes the intent of the Comprehensive Plan;
 - (2) The subdivision will not adversely affect other implementation programs for elements of the Comprehensive Plan; and
 - (3) The subdivision promotes the public health, safety, and welfare within the District.
- (d) Effect of Planning Board Denial. In the event the Planning Board denies a preliminary subdivision plan, that action is final unless appealed to the Board of Supervisors.
- (e) Planning Board Report. Within fifteen (15) days of the action by the Planning Board on the subdivision application, a report describing the proposed subdivision, discussion at the public hearing, and recommendation and vote of the Planning Board shall be transmitted to the Board of Supervisors. If the Planning Board does not recommend approval, it shall state why it could not make the findings in Subsection (c) of this section.

Section 6-40.6 Appeal of Denial. A denial action by the Planning Board made pursuant to this chapter may be appealed pursuant to Chapter 6-70.

Section 6-40.7 Board Action: Preliminary Subdivision Plan. The Board of Supervisors shall review the preliminary subdivision plan in accordance with the provisions of this section.

- (a) Time Period for Hearing. The Secretary of the Board of Supervisors shall schedule a public hearing before the Board on the recommendation of approval by the Planning Board. The hearing shall be scheduled within thirty (30) days of the filing of the appeal or receipt of the Planning Board's action.
- (b) Notice. The public hearing shall be noticed as required by Section 6-40.3.
- (c) Action.
 - (1) The Board of Supervisors may take action to approve the preliminary subdivision as recommended by the Planning Board if no modification of the Planning Board's recommendation is proposed.
 - (2) If the Board of Supervisors proposes a substantial modification to the recommendation of approval from the Planning Board, the proposed modification shall be referred to the Planning Board for consideration. The Planning Board shall not be required to hold a public hearing on the modification. The Planning Board shall submit a report on the proposed modification to the Board of Supervisors within forty-five (45) days from the date of referral by the Board of Supervisors. Failure to report shall be deemed a recommendation of approval. Prior to making a final decision on a substantially modified recommendation, the Board of Supervisors shall be required to conduct a second public hearing and notice this hearing pursuant to Section 6-40.3.
 - (3) When taking action on the Planning Board's recommendation, the Board of Supervisors shall make part of the record their affirmation, modification, or rejection of the findings of fact provided in the Planning Board's final recommendation, as well as any other findings of fact that the Board of Supervisors deems to be relevant.
- (d) Majority Vote. Action to approve the preliminary subdivision plan shall require a simple majority of the total membership of the Board.

Section 6-40.8 Review Procedures: Final Subdivision Plan. The District Administrator shall take action on the final subdivision plan as set forth in this section.

- (a) Final Staff Review. The Department of Planning and Engineering shall review the plan for compliance with the preliminary map-subdivision plan.
- (b) Final Staff Report. If the final plan complies with the preliminary plan and all required public improvements have been installed or guaranteed, the Department of Planning and Engineering shall prepare a final staff report recommending approval.

Section 6-40.9 Board Action: Final Subdivision Plan. The Board of Supervisors shall take action on the final subdivision plan as set forth in this section.

- (a) Time Period for Hearing. The Secretary of the Board of Supervisors shall schedule a public hearing before the Board within thirty (30) days of receipt of the final staff report.
- (b) Notice. The public hearing shall be noticed as required by Section 6-40.3.
- (c) Final Action. Upon finding that all required public improvements have been installed or guaranteed and that the final plan is in compliance with the preliminary plan, the Board of Supervisors shall take final action to approve the final subdivision plan.
- (d) Majority Vote. Action to approve the final subdivision plan shall require a simple majority of the total membership of the Board.

Section 6-40.10 Plat Approval and Recording. All subdivisions shall be recorded as set forth in this section.

- (a) Place of Recordation. The final plat shall be recorded in the County Clerk's Office of Orange or Osceola Counties, as determined by the location of the subdivision.
- (b) Enforcement. Any final plat recorded in violation of this code shall be invalid and subject to expungement. The recording by or presentation for recording to any clerk of any circuit court of any final plat in violation of this code shall constitute a misdemeanor.

Section 6-40.11 Start of Construction. Construction of the subdivision prior to release of approved drawings by the District shall be limited to clearing and grubbing for construction of access areas to and within the site and to pollution control facilities required during the construction phase.

Section 6-40.12 Variances, Modifications, and Waivers. No variance, waiver, or modification to the subdivision regulations shall be approved except as provided in this section.

- (a) Variances. Where the Board of Supervisors finds that extraordinary hardships may result from strict compliance with the subdivision and platting regulations set forth in these Land Development Regulations, the Board may grant variances to regulations provided that such variances shall not nullify the intent and purpose of the RCID Comprehensive Plan.
- (b) Modifications. In cases of a plan and program for a new town, complete community, or a neighborhood unit, the Board of Supervisors may modify the subdivision and platting standards and requirements of these Land Development Regulations provided that such modifications shall be consistent with the RCID Comprehensive Plan.
- (c) Waivers. The Board of Supervisors may waive any or all of the subdivision regulations of these Land Development Regulations if it is determined upon reviewing the plans and data submitted by the applicant that compliance with the subdivision regulations of these regulations is not required because the said plan or plat shall not conflict with or nullify the

intent or purpose of the RCID Comprehensive Plan. If a waiver is granted, compliance with the subdivision regulations of these regulations shall not be required as long as the plan, plat, and use of the land upon which the waiver is granted shall not be altered, changed, or modified by the applicant or subsequent owner.

Section 6-40.13 Vacating of Plats. Plats or integrated portions or parcels of land platted within the District may be vacated in accordance with the provisions of this section.

- (a) Initiation of Vacation. The Board of Supervisors or the Planning Board may initiate a plat vacation through resolution. An owner of real property or the property owner's authorized agent may initiate a vacation through an application to the Department of Planning and Engineering.
- (b) Legal Description. The applicant shall submit a legal description of the area of vacation prepared by a licensed surveyor with an application for plat vacation.
- (c) Complete Information. No application shall be processed when the information necessary to review and decide upon it is deemed to be incomplete by the Department of Planning and Engineering. Upon acceptance of a complete application, the Department of Planning and Engineering shall submit the application and supporting documents to the Planning Board.
- (d) Recommendation by Planning Board. The Planning Board shall hold a hearing on the application after notifying the applicant as required by Section 6-40.3. The Planning Board shall make its recommendation on the application based on the provisions contained within this section. The Planning Board shall make its recommendation to the Board of Supervisors within sixty (60) days after the complete application was submitted to it. Failure of the Planning Board to make a recommendation within this time frame shall constitute a recommendation of approval.
- (e) Hearing by Board. The Board of Supervisors shall hold a public hearing on the application for vacation not less than five (5) days nor more than forty-five (45) days after the notice is first published.
- (f) Final Action by Board. If, upon public hearing, the Board is satisfied that the public will not be materially injured by the proposed vacation, it shall order the plat or integrated portions or parcels of land platted vacated. The Board may make the order conditional, and the order becomes effective only upon fulfillment of the conditions prescribed.
- (g) Majority Vote. Final action to approve the vacation shall require a simple majority of the total membership of the Board. Upon approval by the Board of the vacating of a plat, the approval to such vacating shall not be required by any other body, authority, or agency of Orange or Osceola County or political subdivision thereof.
- (h) Payments. In any vacation of plats or integrated portions or parcels of platted land, the Board may require the payment of all taxes and assessments and the redemption from the redemption from all outstanding sales taxes, including those within other political subdivisions (Orange and Osceola Counties).
- (i) Reservations. In any vacation of plats or integrated portions or parcels of platted land, the Board may reserve and except therefrom any easements, rights, or interests therein which it deems desirable for the use of the District of any public utility.
- (j) Consistency with Plan. No procedures or approvals that are provided for in this section may be in contravention to the RCID Comprehensive Plan.

- (k) Reapplication. When an application for vacation has been denied, a subsequent application for the same vacation shall not be submitted for the next six (6) months commencing from the date of the final action by the Board of Supervisors.

CHAPTER 6-50

SPECIFICATIONS FOR SUBDIVISION PLANS AND PLATS

Sections:

6-50.1	Purpose
6-50.2	Land Use Category
6-50.3	Preliminary Plans: Preparation
6-50.4	Preliminary Plans: Contents
6-50.5	Final Subdivision Plans
6-50.6	Platting Requirements

Section 6-50.1 Purpose. The purpose of this chapter, Chapter 6-50, Specification for Subdivision Plans and Plats, is to specify the requirements regarding the approval of plans and plats.

Section 6-50.2 Land Use Category. All property being subdivided shall be in the appropriate land use category for the land uses being proposed.

Section 6-50.3 Preliminary Plans: Preparation. Two (2) copies of preliminary plans shall be submitted, drawn to minimum scale of one-inch equals one hundred feet (1" = 100'). Preliminary plans shall be prepared by a registered land surveyor in accordance with Chapter 177, Florida Statutes. A registered civil engineer or landscape architect licensed to practice in the State of Florida, or a professional planner may assist in the preparation of a preliminary plans.

Section 6-50.4 Preliminary Plans: Contents. All preliminary subdivision plans shall include, when applicable, the information required by this section. Specific subdivision standards and improvements are set forth in Chapter 6-40. A combined site plan and preliminary plan may be submitted, provided the requirements of Section 6-30.2 and this section are met.

- (a) General. Proposed subdivision name and any previous or former subdivision name, north arrow, scale, date, section, township and range, and the appropriate County Property Appraiser's parcel number(s) shall be provided.
- (b) Owner. Name, address, and telephone number of the owner and/or developer shall be provided. Where a corporation or company is the owner, the name and address of the president and secretary shall be shown.
- (c) Preparers. Name, business address, and telephone number of the surveyor, engineer, and other consultants involved in plan preparation shall be provided.
- (d) Vicinity Map. A general vicinity map shall be included, showing the site in relation to existing roads and development.
- (e) Legal Description. Legal description of the tract to be subdivided, boundary survey, tract dimensions, lot and block designations, and location and description of existing and proposed permanent reference monuments shall be provided.
- (f) Property Lines. All existing and proposed property lines with approximate dimensions shall be included.
- (g) Topographic Study. A recent topographic study of existing conditions shall be provided based on United States Coast and Geodetic Survey, Mean Sea Level (MSL) Datum, National Oceanographic Survey contoured to an interval of one (1) foot. The survey shall

include the proposed plat area plus adjacent lands within a minimum of one hundred (100) feet of the boundaries thereof.

- (h) Abutting Property. Names of all adjacent subdivisions, uses on all adjacent property, and location of adjacent platted lots and parcel lines within one hundred (100) feet shall be included, including those within other political subdivisions (Orange and Osceola Counties).
- (i) Size. Area of the tract, number of lots and/or blocks, and number of dwelling units shall be included.
- (j) Uses. Amount of area devoted to and location of all existing and proposed land uses, including schools, open space, parks, recreation areas, churches, and residential and commercial uses shall be included.
- (k) Phasing. Approximate phasing of the project, if applicable, shall be provided.
- (l) Natural Resources. Location of natural water bodies, wetlands, floodplains, native vegetative communities, and wildlife habitats shall be provided.
- (m) Vegetation Removed. A plat or aerial photograph shall be provided at the same scale as the layout plan and of sufficient detail to indicate all groupings of native vegetation proposed to be removed.
- (n) Access. Location, names, and width of existing and proposed streets, accesses to the parcel, highways, easements, sidewalks/bikeways, building lines, alleys, and parks and other open public spaces shall be provided for the tract being subdivided and adjacent property.
- (o) Vacation. The location of any proposed vacations of streets, easements, public ways, or places shall be provided.
- (p) Trip Generation. The projected Average Daily Traffic (ADT) from the development shall be provided based upon trip generation rates contained in the Institute of Transportation Engineers (ITE) Manual, unless other standards are justified and approved.
- (q) Drainage. Existing and proposed major drainage patterns, drainage courses, and easements.
- (r) Drainage Documents. Legal documents shall be provided for all off-site drainage rights-of-way and easements.
- (s) Floodplain. One-hundred (100) year flood elevation data shall be provided for all subdivisions within a floodplain.
- (t) Borrow Pits. Preliminary grades and quantities shall be provided for proposed borrow operations.
- (u) Stormwater. A stormwater management plan shall be provided with a schematic diagram of the proposed stormwater collection system, method of pollution control, and stormwater retention/detention with preliminary calculations as to pond sizing. The direction of flow for all surface drainage and existing storm sewers on or abutting the tract shall be shown.
- (v) Utility Structure. The location of any underground or overhead utilities, culverts, and drains on the property to be subdivided and within two hundred (200) feet of the proposed plat boundary shall be provided.

- (w) Utility Facilities. Location of the nearest available public water supply, sewage disposal system, and the proposed tie-in points shall be provided.
- (x) Easements. The boundaries of proposed utility easements over or under private property shall be provided. Such easements shall provide satisfactory access to an existing public right-of-way or other public open space for maintenance or other activities by utility companies. Drainage easements shall also be shown.
- (y) Common-Area Documents. Preliminary drafts of any legal documents necessary to the control of ownership and maintenance of common areas.
- (z) Protective Covenants. Data on existing and proposed protective covenants shall be provided.

Section 6-50.5 Final Subdivision Plans. All final subdivision plans shall contain, at a minimum, the information required by this section. Final subdivision plans and supporting documents submitted to the Department of Planning and Engineering for review and approval shall bear the date, seal, and signature of the project engineer responsible for the development. A minimum of five (5) copies of the final subdivision plans and specifications for paving, drainage, utility system, and other improvements shall be submitted and approved prior to the commencement of construction.

- (a) Distribution Systems. Plan and profile of all streets, storm sewers, sanitary sewers, and outfall ditches shall be provided.
- (b) Grading Plan. Grading plan showing original and final contours at one-foot intervals shall be provided. Final contours may be omitted if sufficient information, such as pad elevations and spot elevations, is provided to show final detailed grading in all areas, with particular emphasis on the periphery of the property and areas around lakes and along water course. Pollution abatement swales shall be provided upland of streams and canals and the normal high-water elevation on all lakes.
- (c) Water. Water distribution facilities, including off-site main extensions and proposed treatment plant, if applicable, shall be provided.
- (d) Sanitary Sewer. Sanitary sewage facilities, including collection systems, lift stations, and wastewater treatment plant facilities, if applicable, shall be provided.
- (e) Stormwater. Stormwater management plan that complies with Chapter 5-30 shall be provided.
- (f) Soils. Soils profiles prepared under the supervision of a registered geotechnical engineer or engineering geologist shall be provided. The soils profiles shall include soil borings along street centerlines and utility easements (for primary utilities) along with standard classifications and high/low seasonal water table elevations.
- (g) Conservation Areas. All identified conservation areas which are to be retained shall be shown as a separate tract or as an easement over affected portions of a lot and noted as a "conservation easement." Provisions are to be noted on the plat or in accompanying recorded documents delineating ownership and maintenance responsibilities. Additionally, a "dedication of development rights," which formally grants the District all future development rights on the easements and tracts, shall be provided and recorded along with the recording of the plat.
- (h) Landscape and Screening. Landscaping and screening details, if applicable, shall be provided.

(i) Sidewalk and Bikeways. Location and width of sidewalks and bikeways, if applicable, shall be provided.

(j) Calculations. Engineering calculations in support of proposed plans and specifications shall be provided.

Section 6-50.6 Platting Requirements. Final subdivision plans if platted shall comply with the provisions of this section.

(a) General. The following provisions shall apply:

- (1) The final subdivision plat shall be drawn with permanent black drawing ink on mylar or equally durable material, using sheet twenty-four (24) inches by thirty (30) inches;
- (2) Plats shall meet all the requirements of F.S. Ch. 177, F.S. Sec. 472.027 and F.A.C. Ch. 5J-17, and shall be so certified by a land surveyor registered in the State;
- (3) If previously platted lands are proposed for replatting, it will be necessary that the existing plat, or portion thereof, be vacated pursuant to Chapter 6-40, prior to or concurrent with approval of the new plat by the Board of Supervisors; and
- (4) The requirements of this subsection also shall be met by the final subdivision plat.

(b) Estimated Costs. A construction cost estimate shall be submitted, providing the estimated cost of installing all improvements. Such estimates shall be prepared by the project engineer and shall be based upon recent bid information. As an alternative, bids of two reputable contractors or a copy of an executed contract for the installation of the improvements may be submitted.

(c) Surety for Improvements. When platting is proposed prior to completion of construction, the District Administrator may require subdivider to submit to the District a surety bond or cash deposits acceptable to the Board of Supervisors. The above sureties shall cover the cost of all public improvements. One (1) of the following alternatives may be used upon approval by the Board of Supervisors:

- (1) Submit a surety bond executed by a company authorized to do business in the State that is satisfactory to the Board of Supervisors payable to the District. Such bond shall be in the penal sum of an amount equal to one hundred fifteen (115) percent of the estimated cost.
- (2) Deposit cash in an escrow account in an amount equal to one hundred fifteen (115) percent of the estimated cost.
- (3) Record a developer's agreement acceptable to the Board of Supervisors which commits the developer and/or financial institution to comply with these regulations.
- (4) Submit an irrevocable letter of credit from a financial institution doing business in the State, acceptable to the Board of Supervisors. Such irrevocable letter of credit shall be in the penal sum of one hundred fifteen (115) percent of the estimated costs.
- (5) Any other alternative acceptable to the Board of Supervisors.

(d) Dedication. All dedications of land required for public purposes shall be dedicated at no cost to the District or other appropriate jurisdictional authority. If the property is encumbered by a mortgage, the owner and mortgage shall join in the dedication or in some other manner subordinate the mortgagee's interest to the dedication of the public property.

(e) Certificate of Payment of Taxes. Certification shall be required showing that all due taxes have been paid in full and all tax certificates against the land have been redeemed.

(f) Tax Escrow Receipt. A receipt indicating escrow of the current year's taxes shall be submitted.

(g) Certificate of Title and Encumbrances. Title certification shall be provided as required by F.S. Ch. 177, as amended.

(h) School or Other Public Site. The applicant shall provide one (1) copy of the executed deed or other conveyance documents and/or any agreements regarding the dedication or reservation of any school, park or other public site to the District.

(i) MSTU Requests. Letters requesting creation of Municipal Service Taxing Units (MSTU's) for streetlights, retention ponds or other uses shall be submitted if required.

(j) Outstanding Liens. Any capital improvement liens existing on a parcel being subdivided, must be paid in full as a prerequisite of plat approval.

(k) Deed Restrictions. The subdivider shall provide one (1) copy of all deed restrictions affecting the subdivision.

CHAPTER 6-60

VARIANCES

Sections:

6-60.1	Purpose
6-60.2	Requirements for Application
6-60.3	Review Procedures
6-60.4	Notice
6-60.5	Planning Board Action
6-60.6	Appeals
6-60.7	Wait on Denials
6-60.8	Modification
6-60.9	Expiration
6-60.10	Revocation

Section 6-60.1 Purpose. The purpose of this chapter, Chapter 6-60, Variances, is to provide a means of altering the requirements of these Land Development Regulations in specific instances where the strict application of the requirements would deprive a property of privileges enjoyed by other properties in the vicinity and under identical land use categories because of special circumstances applicable to the property involved.

Section 6-60.2 Requirements for Application. Variance applications shall comply with the provisions of this section.

- (a) Applicant. Applications for variances may be initiated by the property owner or a property owner's authorized agent.
- (b) Place to be Filed. Applications shall be filed with the District Administrator.
- (c) Site Description. A request for a variance shall include a site description which clearly delineates the locations and extent of the regulation to be varied.
- (d) Evidence for Findings. The applicant shall provide evidence showing how the findings required by Section 6-60.5 can be met.
- (e) Fees. A fee, as specified in Chapter 6-120, shall be required.
- (f) Completeness. No variance shall be processed until the information necessary to review and decide upon the proposed variance is deemed complete by the District Administrator.

Section 6-60.3 Review Procedures. The District Administrator shall review variances in accordance with the provisions of this section.

- (a) Transmittal. The Department of Planning and Engineering shall transmit the variance to other RCID departments, as appropriate.
- (b) General Provisions. The Department of Planning and Engineering shall prepare a staff report and submit it, together with the request for a variance to the Planning Board. The Planning Board shall conduct a public hearing, with notification, for the purpose of receiving oral and written evidence relative to the application. The evidence shall be reviewed to determine if the application is consistent with existing policies, standards, and required findings.

- (c) Concurrent Processing of Applications. If a proposed project requires a site plan review in addition to a variance, the applications shall be filed at the same time and processed concurrently. The time periods for hearings and actions shall be those for the development review.
- (d) Time Period for Hearing. The public hearing shall be held within thirty (30) days from the date of acceptance of the complete application.
- (e) Time Period for Action. The Planning Board may take action on the proposed variance at the conclusion of the public hearing but shall take action no later than forty-five (45) days after the complete application was accepted. An extension of time for action may be granted if mutually agreed upon between the applicant and Chair of the Planning Board.

Section 6-60.4 Notice. Notice shall be given in accordance with the provisions of this section.

- (a) Notice of Property Owners by Mail. A notice setting forth the time, place, purpose of hearing, and map or physical description of the land involved shall be sent by mail at least ten (10) days before the meeting to the following persons:
 - (1) All owners of real property subject to the variance; and
 - (2) Each property owner within three hundred (300) feet of the property subject to the variance.
- (b) Notice in the Newspaper. A notice setting forth the date, time, and place shall be published not less than ten (10) days prior to the hearing date in a newspaper of general circulation in the county in which the property is located. The notice shall describe the proposed variance request; describe the parcels, properties, or areas that are affected by the variance request; and provide other pertinent information in such a manner that the variance request and its effect(s) can be clearly identified.

Section 6-60.5 Planning Board Action

- (a) Action. The Planning Board may take action to approve, approve with conditions, modify, modify with conditions, or deny the variance request.
- (b) Findings. Prior to approving an application for a variance, the Planning Board shall make written findings supporting a determination that the following are true:
 - (1) The variance does not detract from the public health, safety, and welfare within the District;
 - (2) Because of the special circumstances applicable to the property, including size, shape, topography, location, or surroundings, the strict application of the regulation deprives the property of privileges enjoyed by other property in the vicinity and under identical circumstances; and
 - (3) The variance will not authorize a use or activity which is not otherwise expressly authorized by the regulations governing the property in question.
- (c) Effective Date of Action. Action on the variance application, unless otherwise specified, shall be effective upon expiration of the appeal period.

- (d) Copy of Decision. The District Administrator shall send a copy of the final decision to other RCID Departments, as appropriate, within three (3) days of the effective date of the variance.

Section 6-60.6 Appeals. The decision of the Planning Board may be appealed pursuant to Chapter 6-70.

Section 6-60.7 Wait on Denials. After the denial of a variance, no application for a variance from the same or a similar regulation may be accepted for six (6) months immediately following the denial. This section shall not apply to applications denied without prejudice, which may be refiled within six (6) months.

Section 6-60.8 Modification. Modification of the terms of the approved variance itself or the waiver or alteration of conditions imposed incident to the granting of the variance shall require a new application following the same procedure required for an initial variance.

Section 6-60.9 Expiration. A variance shall expire as provided in this section.

- (a) Time Period. A variance shall expire and become null and void at the time specified therein. If no time is specified, the variance shall expire and become null and void in five (5) years if any required building permit associated with the variance has not been applied for or, if applied for and issued, has lapsed and become void.
- (b) Discontinuance. A variance shall expire and become null and void twelve (12) months after the purpose for which it was granted has been discontinued or abandoned.

Section 6-60.10 Revocation. Revocation of a variance shall be subject to the requirements of this section.

- (a) Initiation of Action. The District Administrator or the Planning Board may initiate an action to revoke a variance.
- (b) Grounds for Revocation. A variance may be revoked pursuant to the provisions of this section upon a finding of any one (1) or more of the following grounds:
- (1) That the variance approval was obtained or extended by fraud; or
 - (2) That one (1) or more of the conditions upon which such development approval was granted have been violated.
- (c) Planning Board Public Hearing. The Planning Board shall hold a public hearing upon the revocation of the variance. The hearing shall be noticed in accordance with Section 6-60.4. The Planning Board shall make a decision based on any one or more of the grounds listed in Subsection (b) of this section. The decision of the Planning Board may be appealed pursuant to Chapter 6-70.

CHAPTER 6-70

REVIEW AND APPEALS

Sections:

6-70.1	Purpose
6-70.2	Administrative Review
6-70.3	Formal Appeal
6-70.4	Submittal
6-70.5	Notices
6-70.6	Public Hearing

Section 6-70.1 Purpose. The purpose of this chapter, Chapter 6-70, Review and Appeals, is to set forth the procedure for reviewing a decision of a department manager or appealing a decision of the District Administrator or Planning Board.

Section 6-70.2 Administrative Review. Any person aggrieved by a decision of the Planning and Engineering Department with respect to these Land Development Regulations may request an administrative review by the District Administrator pursuant to the provisions of this section.

- (a) Time Limits. The review shall be requested within five (5) working days after the decision under consideration was made.
- (b) Review Meeting. Within fifteen (15) days after the request, the District Administrator shall convene a meeting consisting of himself or herself, manager of the department whose decision is being appealed, primary staff person on the matter, applicant, and party filing the appeal. During the meeting, the District Administrator shall offer all participants the opportunity to express their views and ask and answer questions.
- (c) Decision. Within five (5) working days after the meeting, the District Administrator shall render a decision. The original decision shall be reversed only if the District Administrator finds that it was not in accordance with the Land Development Regulations.
- (d) Effect. If the District Administrator modifies or reverses the original decision, the original decision shall be vacated and the District Administrator's decision made a part of the record.

Section 6-70.3 Formal Appeal. Any person aggrieved by any decision of the District Administrator or Planning Board with respect to these Land Development Regulations may file a notice of appeal to the Board of Supervisors within fifteen (15) days after such decision is rendered.

Section 6-70.4 Submittal. The notice of appeal shall be submitted to the District Administrator who shall process such notice.

Section 6-70.5 Notices. The following notice procedures shall govern an appeal:

- (a) Notice to the Board. The District Administrator shall promptly deliver a copy of the notice of appeal to the Secretary of the Board of Supervisors, and shall transmit to the Board all papers, photographs, and exhibits constituting the record upon which the action appealed from was taken, or properly certified copies thereof in lieu of originals, as the Board may elect.

- (b) Notice to other Parties. Upon the filing of the notice of appeal, the District Administrator shall promptly mail a copy of such notice by U.S. mail, postage prepaid, to the original applicant, to the owner or person having legal interest in the subject property, to the owners of abutting property whose names shall be furnished by the person who filed the original appeal, to any person requesting such notice, and to the attorney for the District.
- (c) Notice of Hearing. The District Administrator shall give to the parties in Subsection (b) of this section at least fourteen (14) days' notice of the date, time, place, and purpose of the public hearing on the appeal.

Section 6-70.6 Public Hearing.

- (a) Open Meetings. Meetings of the Board of Supervisors shall be open to the public. Any party may appear in person, or by agent or attorney, to testify.
- (b) Testimony and Evidence. The Board of Supervisors shall hear the testimony of witnesses and other evidence offered by the aggrieved person and interested parties to the appeal and may, in conformity with these regulations and rules adopted thereunder, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination.
- (c) Time Period for Decision. The Board of Supervisors shall render its decision on the appeal within thirty (30) days after the filing of the notice of appeal. For good cause, the Board of Supervisors may extend the time for holding its hearing and rendering its decision to a time certain provided notice is given to all parties to whom notice of such hearing is required pursuant to Section 6-70.4.
- (d) Stay of Proceedings. An appeal to the Board of Supervisors shall stay all proceedings concerning appeal unless the District Administrator shall certify to the Board of Supervisors that, by reason of the facts stated in the notice of appeal, a stay would cause imminent peril to life or property. In such cases, proceedings shall not be stayed otherwise than by restraining order, which may be granted by the Board of Supervisors on due cause shown.
- (e) Minutes and Records. The Board of Supervisors shall keep minutes of the hearing, showing the vote of each member, and shall file such minutes and records in the office of the District Administrator.

CHAPTER 6-80

ENFORCEMENT

Sections:

6-80.1	Purpose
6-80.2	Responsibility for Enforcement
6-80.3	Applicability
6-80.4	Enforcement Procedures
6-80.5	Immediate Threat
6-80.6	Penalties
6-80.7	Remedies

Section 6-80.1 Purpose. The purpose of this chapter, Chapter 6-80, Enforcement, is to provide the process for the enforcement of the Land Development Regulations.

Section 6-80.2 Responsibility for Enforcement. All officials charged with the issuance of licenses and permits, department managers, and the District Administrator shall enforce the provisions of the Land Development Regulations.

Section 6-80.3 Applicability. Any building or structure erected or maintained or any use of property contrary to the provisions of the Land Development Regulations shall be and is hereby declared to be unlawful and a public nuisance.

Section 6-80.4 Enforcement Procedures. The following procedures shall apply to enforce the provisions of the Land Development Regulations in those situations involving a violation, but when an immediate threat to the health, safety, and/or welfare of the public does not exist.

- (a) **Order to Comply.** In the event of a violation of the Land Development Regulations, any of the persons listed in Section 6-80.2 may deliver to the person or persons in violation of the Land Development Regulations an order to comply with the provisions of the Land Development Regulations within twenty (20) days of receipt of the order to comply.
- (b) **Failure to Comply.** Upon failure of any person in violation of the Land Development Regulations to comply, any of the persons listed in Section 6-80.2 shall notify the Board of Supervisors.
 - (1) The Board of Supervisors shall hold a public hearing with notice sent to the alleged violator by certified mail, return receipt requested, or by personal service.
 - (2) If the Board finds a violation, it shall issue an order to comply by a date certain and a fine, not to exceed two hundred fifty (250) dollars per day for each day the violation continues beyond the specified compliance date. In addition, the Board shall direct that until the violation has been corrected the violator shall not proceed on the project except to correct the violation and the RCID shall not issue any subsequent permits for the project.
 - (3) If the violation is not corrected by the specified date, the RCID may institute any appropriate civil and/or criminal action in any appropriate court to prevent a further violation or correct or abate the violation.

Section 6-80.5 Immediate Threat. The following procedures shall apply to enforce the provisions of the Land Development Regulations when an immediate threat to the health, safety, and/or welfare of the public exists.

- (a) **Immediate Action.** In the event of a violation of the Land Development Regulations that is deemed by the District Administrator to be an immediate threat to the health, safety, or welfare of the public, any of the persons listed in Section 6-80.2 shall deliver to the person or persons in violation of this chapter an order to comply with the provisions of this chapter immediately. The order to comply may provide for the complete or partial cessation of activities that create the immediate threat to the health, safety, or welfare of the public.
- (b) **Enjoining Activity.** Upon failure of any person in violation of the Land Development Regulations to comply with an order issued pursuant to a finding that an immediate threat to the health, safety, or welfare of the public exists, the District Administrator may immediately request the appropriate legal authority to seek and have issued by a court of appropriate jurisdiction an order enjoining the complete or partial operation that creates the immediate threat to health, safety, or welfare of the public.

Section 6-80.6 Penalties. The penalties set forth in this section shall apply to violations of the Land Development Regulations.

- (a) **Misdemeanor.** Any person, whether as principal, agent, employee, or otherwise, violating any provision of the Land Development Regulations or violating or failing to comply with any other or regulation made thereunder, is guilty of a misdemeanor, and upon conviction thereof shall be subject to fine and/or imprisonment as provided by law.
- (b) **Separate Offense.** Such person as defined by Subsection (a) of this section shall be deemed guilty of a separate offense for each day during which such violation of the Land Development Regulations continues.

Section 6-80.7 Remedies. All remedies provided for the Land Development Regulations shall be cumulative and not exclusive. The conviction and punishment of any person shall not relieve such person from the responsibilities of correcting prohibited conditions or removing prohibited buildings, structures, or improvements nor prevent the enforced correction or removal thereof.

CHAPTER 6-90

AMENDMENT OF LAND DEVELOPMENT REGULATIONS

Sections:

6-90.1	Purpose
6-90.2	Requirements for Application
6-90.3	Review Procedures
6-90.4	Notice
6-90.5	Planning Board Action
6-90.6	Appeal of Denial
6-90.7	Action by Board
6-90.8	Effective Date
6-90.9	Wait on Denials
6-90.10	Modification

Section 6-90.1 Purpose. The purpose of this chapter, Chapter 6-90, Amendment of Land Development Regulations, is to provide the method for amending the RCID Land Development Regulations.

Section 6-90.2 Requirements for Application. Amendment applications shall comply with the provisions of this section.

- (a) **Initiation of Amendment.** The Board of Supervisors or the Planning Board may initiate an amendment through resolution. An owner of real property or the property owner's authorized agent may initiate an amendment through an application to the Planning and Engineering Department.
- (b) **Description.** A description of the amendment shall be included with the amendment application. Text amendments shall be shown by striking through old language and underlining new language.
- (c) **Fees.** A fee, as specified in Chapter 6-120, shall be required.
- (d) **Completeness.** No amendment to the Land Development Regulations shall be processed until the information necessary to review and decide upon the proposed amendment is deemed complete by the District Administrator.

Section 6-90.3 Review Procedures. The Planning Board shall review an amendment to the Land Development Regulations in accordance with the provisions of this section.

- (a) **General Provisions.** The District Administrator shall prepare an analysis of the proposed amendment. The Planning Board shall then conduct at least one (1) public hearing with notification for the purpose of receiving oral and written evidence relative to the application.
- (b) **Concurrent Processing of Applications.** If a proposed project requires a development review and/or variance in addition to an amendment, the applications shall be filed at the same time and processed concurrently. If more than one (1) review authority is involved, the District Administrator shall determine the sequence for action by the review authorities.
- (c) **Time Period for Hearing.** Public hearings conducted by the Planning Board shall be held within ninety (90) days from the date the resolution was adopted or the complete application was accepted.

- (d) Time Period for Action. The Planning Board may take action on the proposed amendment at the conclusion of the public hearing but shall take action no later than one-hundred and twenty (120) days after the resolution was adopted or the complete application was accepted. An extension of time for Planning Board action may be granted if mutually agreed upon between the applicant and the District Administrator.

Section 6-90.4 Notice. Notice shall be given in accordance with the provisions of Section 166.041 Florida Statutes and other applicable state laws.

Section 6-90.5 Planning Board Action. The Planning Board shall take action on the amendment in accordance with the provisions of this section.

- (a) Action. The Planning Board may take action to recommend approval or deny the amendment request. A recommendation of approval of an amendment request shall be by resolution. Failure of the Planning Board to hold a public hearing or take action within the time frames provided in Subsections (c) and (d) of Section 6-90.3 shall constitute recommendation of approval of the amendment application.
- (b) Findings. When making its recommendation to the Board of Supervisors for approval of an amendment, the Planning Board shall, at a minimum, make the following findings of fact:
- (1) The amendment is consistent with and promotes the intent of the Comprehensive Plan;
 - (2) The amendment will not adversely affect other implementation programs for elements of the Comprehensive Plan; and
 - (3) The amendment promotes the public health, safety, and welfare within the District.
- (c) Effect of Planning Board Denial. In the event the Planning Board denies an amendment application, that action is final unless appealed to the Board of Supervisors.
- (d) Planning Board Report. Within fourteen (14) days of the action by the Planning Board on the amendment, a report describing the amendment, discussion at the public hearing, and recommendation and vote of the Planning Board shall be transmitted to the Board of Supervisors. If the Planning Board does not recommend approval, it shall state why it could not make the findings in Subsection (b) of this section.

Section 6-90.6 Appeal of Denial. A denial action of the Planning Board made pursuant to this chapter may be appealed pursuant to Chapter 6-70.

Section 6-90.7 Action by Board. If the Planning Board has recommended approval, the Board of Supervisors shall review the amendment in accordance with the provisions of this section.

- (a) Time Period for Hearing. The Secretary of the Board of Supervisors shall schedule two (2) public hearings before the Board on the recommendation of approval by the Planning Board. The first shall be scheduled within forty-five (45) days of the filing of the appeal or receipt of the Planning Board's action, and the second shall be scheduled at least ten (10) days following the first hearing.
- (b) Time of Hearings. The public hearings shall be held at the time set by the majority of the members of the Board of Supervisors plus one.
- (c) Notice of Hearings. The public hearings shall be noticed as required by Section 6-90.4.

(d) Final Action.

- (1) The Board of Supervisors may take final action after the second hearing to adopt the amendment as recommended by the Planning Board if no modification of the Planning Board's recommendation is proposed.
- (2) If the Board of Supervisors proposes a substantial modification to the recommendation of approval from the Planning Board, the proposed modification shall be referred to the Planning Board for consideration. The Planning Board shall not be required to hold a public hearing on the modification. The Planning Board shall submit a report on the proposed modification to the Board of Supervisors within sixty (60) days from the date of referral by the Board of Supervisors. Failure to report shall be deemed a recommendation of approval. Prior to making a final decision, the Board of Supervisors shall be required to conduct a public hearing and notice this hearing pursuant to Section 6-90.4.
- (3) When taking final action on the Planning Board's recommendation, the Board of Supervisors shall make part of the record their affirmation, modification, or rejection of the findings of fact provided in the Planning Board's final recommendation, as well as any other findings of fact that the Board of Supervisors deems to be relevant.

- (e) Majority Vote. A majority of the members of the Board shall institute a quorum. Final action to approve the amendment shall require a simple majority of the quorum.

Section 6-90.8 Effective Date. An amendment of the Land Development Regulations shall become effective immediately upon approval by resolution of the Board of Supervisors.

Section 6-90.9 Wait on Denials. After the denial of an amendment to the Land Development Regulations by the Planning Board or Board of Supervisors, no application for the same or a similar amendment may be accepted for six (6) months immediately following the denial. This section shall not apply to applications denied without prejudice, which may be refiled within six (6) months.

Section 6-90.10 Modification. Proposed modifications of approved amendment to the Land Development Regulations shall require a new application following the same procedure required for an initial application.

CHAPTER 6-100

AMENDMENT OF COMPREHENSIVE PLAN

Sections:

6-100.1	Purpose
6-100.2	Frequency of Amendments
6-100.3	Requirements for Application
6-100.4	Review Procedures
6-100.5	Notice
6-100.6	Planning Board Action
6-100.7	Appeal of Denial
6-100.7	Action by Board
6-100.8	Transmittal of Proposed Amendment
6-100.9	Adoption of Amendment
6-100.10	Effective Date
6-100.11	Submittal of Adopted Amendment
6-100.12	Amendment Not in Compliance
6-100.13	Amendment Not Adopted
6-100.14	Amendments Not Subject to Compliance Review
6-100.15	Small-Scale Development
6-100.16	Wait on Denials
6-100.17	Modification
6-100.18	Amendments to Land Development Regulations
6-100.19	Changes in Jurisdictional Boundaries

Section 6-100.1 Purpose. The purpose of this chapter, Chapter 6-100, Amendment of Comprehensive Plan, is to provide the method for amending the RCID Comprehensive Plan.

Section 6-100.2 Frequency of Amendments. Amendments to comprehensive plans adopted pursuant to this chapter may be made not more than two (2) times during any calendar year, except as provided in ~~Section 163.3187(1) Florida Statutes~~ may be made as provided for in Sections 163.3184 and Section 163.3187 Florida Statutes.

Section 6-100.3 Requirements for Application. Plan amendment applications shall comply with the provisions of this section.

- (a) Initiation of Amendment. The Board of Supervisors or the Planning Board may initiate an amendment through resolution. An owner of real property or the property owner's authorized agent may initiate an amendment through an application to the Planning and Engineering Department. The District Administrator may initiate amendments pursuant to Section 6-100.21.
- (b) Description. A description of the amendment shall be included with the amendment application. Text amendments shall be shown by striking through old language and underlining new language. Map amendments shall clearly identify the exact changes proposed.
- (c) Ordinance Amendments. A list and description of the provisions of the Land Development Regulations that would require modification if the proposed plan amendment was adopted shall be included with the amendment application.
- (d) Fees. A fee, as specified in Chapter 6-120, shall be required.

- (e) Completeness. No amendment to the Comprehensive Plan shall be processed until the information necessary to review and decide upon the proposed amendment is deemed complete by the District Administrator.

Section 6-100.4 Review Procedures. The Planning Board shall review an amendment to the Comprehensive Plan in accordance with the provisions of this section.

- (a) General Provisions. The District Administrator shall prepare an analysis of the proposed amendment. The Planning Board shall then conduct at least one (1) public hearing with notification for the purpose of receiving oral and written evidence relative to the application.
- (b) Concurrent Processing of Applications. If the proposed plan amendment is part of a package of other actions such as an amendment to the Land Development Regulations, development review, and/or variance, the applications shall be filed at the same time and processed concurrently. If more than one (1) review authority is involved, the District Administrator shall determine the sequence for action by the review authorities, provided however, that no final action shall be taken on the other applications until the plan amendment is adopted.
- (c) Time Period for Hearing. Public hearings conducted by the Planning Board shall be held within ninety (90) days from the date the resolution was adopted or the complete application was accepted.
- (d) Time Period for Action. The Planning Board may take action on the proposed amendment at the conclusion of the public hearing, but shall take action no later than one hundred and twenty (120) days after the resolution was adopted or the complete application was accepted. An extension of time for Planning Board action may be granted if mutually agreed upon between the applicant and the District Administrator.
- (e) Day of Hearing. All hearings shall be held on a weekday.

Section 6-100.5 Notice. Notice shall be given in accordance with the provisions of Section 163.3184(4511) Florida Statutes and other applicable state laws.

Section 6-100.6 Planning Board Action. The Planning Board shall take action on the Comprehensive Plan amendment in accordance with the provisions of this section.

- (a) Action. The Planning Board may take action to recommend approval or ~~deny denial of~~ the amendment request. A recommendation of approval of an amendment request shall be by resolution. Failure of the Planning Board to hold a public hearing or take action within the timeframes provided in Subsections (c) and (d) of Section 6-100.4 shall constitute recommendation of approval of the amendment application.
- (b) Findings. When making a recommendation to the Board of Supervisors for approval of an amendment, the Planning Board shall, at a minimum, make the following findings of fact:
 - (1) The amendment preserves the internal consistency of the Comprehensive Plan; and
 - (2) The amendment promotes the public health, safety, and welfare within the District.
- ~~(c) Effect of Planning Board Denial. In the event the Planning Board denies an amendment application, that action is final unless appealed to the Board of Supervisors.~~

- (d) Planning Board Report. Within fourteen (14) days of the action by the Planning Board on the amendment, a report describing the amendment, the discussion at the public hearing, and recommendation and vote of the Planning Board shall be transmitted to the Board of Supervisors. If the Planning Board does not recommend approval, it shall state why it could not make the findings in Subsection (b) of this section.

~~Section 6-100.7 Appeal of Denial.~~ ~~A denial action of the Planning Board made pursuant to this chapter may be appealed pursuant to Chapter 6-70.~~

Section 6-100.87 Action by Board. ~~If the Planning Board has recommended approval, the~~ The Board of Supervisors and the City Councils of the City of Bay Lake and the City of Lake Buena Vista (City Councils) shall review the amendment in accordance with the provisions of this section.

- (a) Time Period for Hearing. Within sixty (60) days of receipt of the Planning Board's recommendation ~~for approval~~ public hearings shall be scheduled before the Board of Supervisors and the City Councils.
- (b) Notice of Hearing. The public hearing shall be noticed as required by Section 6-100.5.
- (c) Action to be Taken. The Board of Supervisors and the City Councils shall take action on the proposed amendment as follows:
- (1) For all amendments except those that meet the requirements of Section 6-100.16, the Board and City Councils shall ensure that an announcement is made before the conclusion of the public hearing of its intention to hold and advertise a second public hearing to adopt the amendment. At the conclusion of the first hearing, the Board shall transmit the amendment to the Department of ~~Community Affairs~~ Economic Opportunity, reject the amendment, or refer the amendment back to the Planning Board.
 - (2) For all amendments that meet the requirements of Section 6-100.16, the Board and City Councils shall adopt the amendment, reject the amendment, or refer the amendment back to the Planning Board.
 - (3) For all amendments that meet the requirements of Section 6-100.17, the Board and City Councils have the option of taking action pursuant to Subsection (c)(1) or Subsection (c)(2) of this section. If it takes action pursuant to Subsection (c)(2), the adopted amendment shall be forwarded immediately to the Department of ~~Community Affairs~~ Economic Opportunity pursuant to Section 6-100.13.
- (d) Action to Transmit Amendment
- (1) The Board of Supervisors and City Councils may take action to transmit or adopt the amendment as recommended by the Planning Board if no modification of the Planning Board's recommendation is proposed.
 - (2) If the Board of Supervisors or City Councils proposes a substantial modification to the recommendation of approval from the Planning Board, the proposed modification shall be referred to the Planning Board for consideration. The Planning Board shall not be required to hold a public hearing on the modification. The Planning Board shall submit a report on the proposed modification to the Board of Supervisors and City Councils within sixty (60) days from the date of referral by the Board of Supervisors or City Councils. Failure to report shall be deemed a recommendation of approval. Prior to making a final decision, the Board of Supervisors and City Councils shall be required to conduct public hearings and notice these hearings pursuant to Section 6-100.5.

- (3) When taking action on the Planning Board's recommendation, the Board of Supervisors and City Councils shall make part of the record their affirmation, modification, or rejection of the findings of fact provided in the Planning Board's final recommendation, as well as any other findings of fact that the Board of Supervisors or City Councils deems to be relevant.

- (e) Majority Vote. Action to transmit or adopt the amendment shall require a simple majority of a quorum.

Section 6-100.98 Transmittal of Proposed Amendment. All proposed amendments, except those subject to the provisions of Section 6-100.16 or Section 6-100.17, shall be transmitted to the Department of Community AffairsEconomic Opportunity as set forth in Section 163.3184, F.S. and/or Chapter 9J-11, F.A.C., as applicable.

Section 6-100.409 Adoption of Amendment. As soon as possible after receipt of the written comments from the Department of Community AffairsEconomic Opportunity, the final proposed amendment shall be submitted to the Planning Board for their review and the Board of Supervisors and City Councils for their adoption. Both actions shall require a public hearing with notice as provided by Section 6-100.5, except that the hearing shall be held approximately five (5) days after the notice was published. The Comprehensive Plan amendment shall be adopted by ordinance/resolution. Action to adopt the amendment shall require a simple majority of a quorum.

Section 6-100.410 Effective Date. An amendment of the Comprehensive Plan shall not become effective until the Florida Department of Community AffairsEconomic Opportunity or Administration Commission issues a final order determining the adopted amendment to be in compliance with applicable state law.

Section 6-100.4211 Submittal of Adopted Amendment. The adopted amendment shall be submitted to the state as set forth in Section 163.3184, F.S. and/or Chapter 9J-11, F.A.C., as applicable.

Section 6-100.4312 Amendment Not in Compliance. If the Department of Community AffairsEconomic Opportunity issues a notice of intent to find the plan amendment not in compliance, the process in Sections 163.3184 (10), (11), and (16) Florida Statutes shall apply.

Section 6-100.4413 Amendment Not Adopted. If the RCID does not adopt the amendment that was transmitted to the Department of Community AffairsEconomic Opportunity pursuant to Section 6-100.9, the Planning and Engineering Department shall so notify the Department by letter. The letter shall include a list of findings, if any, which provided the basis for the determination not to adopt the proposed plan amendment.

Section 6-100.4514 Amendments Not Subject to Compliance Review. Amendments listed in this section are not subject to compliance review. Final action of these amendments shall be taken at the hearing described in Section 6-100.8, and these amendments shall become effective immediately upon approval.

- (a) Capital Improvements Element. Correction, updates, and modifications to the Capital Improvements Element regarding costs, revenue sources, acceptance of facilities, or facility construction dates; and
- (b) Other Elements. Corrections, updates, and modifications to other elements of the Comprehensive Plan regarding current costs.

Section 6-100.4615 Small-Scale Comprehensive Plan Amendments Development. Small-scale amendments development activities may be subject to an abbreviated review process pursuant to Section 163.3187 (1)(c) Florida StatutesF.S.

Section 6-100.1716 Wait on Denials. After the denial of an amendment to the Comprehensive Plan by the ~~Planning Board or~~ Board of Supervisors, no application for the same or a similar amendment may be accepted for six (6) months immediately following the denial. This section shall not apply to applications denied without prejudice, which may be refiled within six (6) months.

Section 6-100.1817 Modification. Proposed modifications of an approved amendment to the Comprehensive Plan shall require a new application following the same procedure required for an initial application.

Section 6-100.1918 Amendments to Land Development Regulations. If the adopted amendments to the Comprehensive Plan require amendments to be made to the Land Development Regulations, the proposed amendments to the Land Development Regulations shall be submitted to the Planning ~~Commission Board~~ not later than sixty (60) days after the effective date of the plan amendments. The amendments to the Land Development Regulations shall be processed pursuant to Chapter 6-90. During the interim period before adoption of the regulatory amendments, the adopted plan amendments shall govern any action taken in regard to a development order.

Section 6-100.2019 Changes in Jurisdictional Boundaries. When property is annexed to or de-annexed from the District, the District Administrator shall initiate a plan amendment to be adopted ~~as a part of the next set of plan amendments, but in no case less than nine (9) months~~ after the annexation or deannexation.

CHAPTER 6-120

FEES

Sections:

6-120.1	Purpose
6-120.2	Fee Schedule
6-120.3	Exempt Entities
6-120.4	Simultaneous Applications
6-120.5	Expired Approval
6-120.6	Amendment to Approval
6-120.7	Re-initiation of Withdrawn Applications
6-120.8	Specialists

Section 6-120.1 Purpose. The purpose of this chapter, Chapter 6-120, Fees, is to provide for the collection of fees for processing applications pursuant to these Land Development Regulations.

Section 6-120.2 Fee Schedule. The Board of Supervisors may adopt a fee schedule by resolution to cover the costs of processing applications submitted pursuant to these Land Development Regulations.

Section 6-120.3 Exempt Entities. No fees shall be required pursuant to this article of the following:

- (a) A governmental entity or agency thereof; or
- (b) A nonprofit corporation organized solely for educational, religious, medical, scientific, or charitable purposes, or a combination of those purposes.

Section 6-120.4 Simultaneous Applications. If an applicant simultaneously makes more than one (1) type of application for a single project, the total fee for all such applications shall be the following:

- (a) If two (2) applications are made, the fee shall be the sum of the fees divided by two (2); or
- (b) If three (3) or more applications are made, the fee shall be the sum of the fees divided by three (3).

Section 6-120.5 Expired Approval. If an application is made for an approval that was granted but has expired, the fee shall be twenty-five (25) percent of the permit application fee.

Section 6-120.6 Amendment to Approval. If an application is made to amend a previously granted approval, the fee shall be fifty (50) percent of the permit application fee.

Section 6-120.7 Re-initiation of Withdrawn Applications. At the discretion of the District Administrator, an application that has been withdrawn may be reinitiated with no fee requirements if the following requirements are met:

- (a) The new application is substantially the same as the withdrawn application;
- (b) Processing of the new application will generally proceed from the point processing stopped on the withdrawn application;
- (c) Less than one (1) year has elapsed since the application was withdrawn; and

- (d) The application is consistent with current provisions of these Land Development Regulations.

Section 6-120.8 Specialists. Whenever evaluation of any development application requires the use of professional assistance not available within the RCID staff, processing of the application may be conditioned upon payment by the applicant of the reasonable cost of obtaining such assistance.

ARTICLE 7 - OFFICERS AND BOARDS

CHAPTER 7-10

OFFICERS AND BOARDS: INTENT

Sections:

7-10.1	Title and Purpose
7-10.2	Organization

Section 7-10.1 Title and Purpose. Article 7 of the Land Development Regulations is entitled Officers and Boards. The purpose of this article and the chapters within it is to specify the bodies empowered to regulate and restrict the development of land and the uses and structures thereon and to justify and equitably administer the Land Development Regulations in the interest of the public health, safety, and general welfare.

Section 7-10.2 Organization. Article 7 consists of the following chapters:

- (a) 7-10 Officers and Boards: Intent
- (b) 7-20 Board of Supervisors
- (c) 7-30 Planning Board
- (d) 7-40 (Section Number Reserved)
- (e) 7-50 Planning and Engineering Department

CHAPTER 7-20

BOARD OF SUPERVISORS

Sections:

7-20.1	Purpose
7-20.2	Comprehensive Plan
7-20.3	Land Development Regulations
7-20.4	Environmental Regulations
7-20.5	Safety and Sanitary Codes
7-20.6	Other Standards
7-20.7	Implementation of Regulations
7-20.8	Procedures
7-20.9	Planning Board
7-20.10	Intergovernmental Coordination
7-20.11	Appeals
7-20.12	Fees

Section 7-20.1 Purpose. The purpose of this chapter, Chapter 7-20, Board of Supervisors, is to describe the responsibilities of the RCID Board of Supervisors with regard to comprehensive land use planning and land development regulations. These powers are contained in the RCID enabling legislation and Florida statutes. This chapter implements Section 163.3202 F.S.

Section 7-20.2 Comprehensive Plan. The Board has the authority to adopt, review, amend, or supplement the Comprehensive Plan to provide for the physical development of the area within the District.

Section 7-20.3 Land Development Regulations. The Board has the authority to adopt, review, amend or supplement Land Development Regulations that are consistent with and implement the Comprehensive Plan. These regulations shall, at a minimum, accomplish the following:

- (a) Regulate the subdivision of land;
- (b) Regulate the use of land and water for those land use categories included in the land use element of the Comprehensive Plan, ensure the compatibility of adjacent uses, and provide for open space;
- (c) Provide for protection of potable water wellfields;
- (d) Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management;
- (e) Ensure the protection of environmentally sensitive lands designated in the Comprehensive Plan;
- (f) Regulate signage;
- (g) Provide that public facilities and services meet or exceed the standards established in the Capital Improvement Element of the Comprehensive Plan and are available when needed for the development, or that development orders and permits are conditioned on the availability of these public facilities and services necessary to serve the proposed development; and
- (h) Ensure safe and convenient on-site traffic flow, considering needed vehicle parking.

Section 7-20.4 Environmental Regulations. The Board has the authority to adopt, review, amend, or supplement other environmental regulations to prohibit or control the pollution of air and water, and require electrical power, telephone and other utility lines, cables, pipes and ducts to be placed underground.

Section 7-20.5 Safety and Sanitary Codes. The Board has the authority to adopt, review, amend, or supplement codes regulating building safety, elevators, escalators and similar devices; prevention of fire hazards; plumbing and electrical installations; operation of amusement and recreation parks and facilities, water supply wells and drainage wells; and such other safety or sanitary codes as the Board may determine to be necessary or desirable.

Section 7-20.6 Other Standards. The Board has the authority to adopt, review, amend, or supplement other standards at least equivalent to the minimum standards in applicable statewide regulations protecting the general safety and welfare of the public.

Section 7-20.7 Implementation of Regulations. The Board has the authority to perform such actions as are assigned to it in these Land Development Regulations.

Section 7-20.8 Procedures. The Board has the authority to provide for the manner in which comprehensive plans, codes, regulations, and restrictions shall be determined, established, and enforced.

Section 7-20.9 Planning Board. The Board has the authority to establish a Planning Board and prescribe the powers, duties, and functions of such Planning Board, the requirements for membership, the term or terms of office of members, the rules and procedure to be followed in proceedings before or involving the Planning Board, and all other matters affecting the organization and functioning of the Planning Board. The Board shall appoint the members of the Planning Board.

Section 7-20.10 Intergovernmental Coordination. The Board has the authority to enter into agreements to further its planning and land development activities. These agreements include, but are not limited to the following:

- (a) The Board may enter into agreements with the City of Bay Lake and the City of Lake Buena Vista to plan for and regulate land uses within the boundaries of the District;
- (b) The Board may enter into agreements with cities and counties outside the boundaries of the District to implement the Comprehensive Plan; and
- (c) The Board may enter into agreements with regional, state, or federal agencies to implement the Comprehensive Plan.

Section 7-20.11 Appeals. The Board has the authority to hear appeals from decisions of the District Administrator and Planning Board.

Section 7-20.12 Fees. The Board may collect fees from applicants and assess municipalities located within the District such fees and charges as may be necessary to cover the cost of enforcing these regulations.

CHAPTER 7-30

PLANNING BOARD

Sections:

7-30.1	Purpose
7-30.2	Local Planning Agency
7-30.3	Powers of the Planning Board
7-30.4	Evaluation and Appraisal of the Comprehensive Plan
7-30.5	Appointment of Members
7-30.6	Terms of Membership

Section 7-30.1 Purpose. The purpose of this chapter, Chapter 7-30, Planning Board, is to describe the responsibilities of the RCID Planning Board. This chapter implements Section 163.3202 F.S.

Section 7-30.2 Local Planning Agency. The Planning Board shall act as the "local planning agency" and perform those duties as set forth in Section 163.3174 Florida Statutes.

Section 7-30.3 Powers of the Planning Board. The responsibilities and duties of the Planning Board are as follows:

- (a) Prepare the Comprehensive Plan in accordance with state statutes and regulations, and recommend amendments and revisions for meeting current requirements and such future requirements as may be foreseen;
- (b) Prepare and recommend to the Board of Supervisors, City Council of Bay Lake, and City Council of Lake Buena Vista, policies that promote orderly future development in conformance with the Comprehensive Plan;
- (c) Conduct such public hearings as may be required to gather information necessary for the periodic review and maintenance of the Comprehensive Plan, such additional public hearings as are specified under these Land Development Regulations, and such other hearings as may be required by the Board of Supervisors;
- (d) Cooperate with neighboring municipalities, counties, regional planning councils, and other state and local government agencies for the purpose of achieving a harmonious and coordinated plan for the development of the land resources under their respective jurisdictions;
- (e) Determine the establishment of land use boundaries in cases where the exact location of a boundary is in question;
- (f) Perform such actions as are assigned to it in these Land Development Regulations; and
- (g) Perform any other duties which may lawfully be assigned to it by the Board of Supervisors.

Section 7-30.4 Evaluation and Appraisal of the Comprehensive Plan. The Planning Board shall evaluate and appraise the Comprehensive Plan and submit a report to the Board of Supervisors at least once every ~~five (5)~~ **seven (7)** years after the adoption of the Comprehensive Plan. The report shall present an assessment of the success or failure of the Comprehensive Plan or elements or portions thereof and shall contain appropriate statements using words, maps, illustrations, or other forms related to:

- (a) The major problems of development, physical deterioration, and the location of land uses and the social and economic effects of such uses in the area;
- (b) The condition of each element in the Comprehensive Plan at the time of adoption and at date of report;
- (c) The Comprehensive Plan objectives as compared with actual results at date of report; and
- (d) The extent to which unanticipated and unforeseen problems and opportunities occurred between the date of adoption and date of report.

Section 7-30.5 Appointment of Members. The membership of the Planning Board shall be five (5) members appointed by the Board of Supervisors. At all times, at least one (1) of the members must be professionally knowledgeable in the field of land use planning and regulations.

Section 7-30.6 Terms of Membership. All appointments to the Planning Board are for a period of three (3) years.

CHAPTER 7-50

PLANNING AND ENGINEERING DEPARTMENT

Sections:

7-50.1	Purpose
7-50.2	Responsibilities
7-50.3	Manager of Planning and Engineering
7-50.4	Authority of Manager
7-50.5	Hearing Officer

Section 7-50.1 Purpose. The purpose of this chapter, Chapter 7-50, Planning and Engineering Department, is to describe the responsibilities of the RCID Planning and Engineering Department. This chapter implements Section 163.3202 F.S.

Section 7-50.2 Responsibilities. The Planning and Engineering Department is responsible for administering and enforcing the RCID Comprehensive Plan and its implementing regulations. These responsibilities include the following:

- (a) Review and coordinate the administration of the Comprehensive Plan;
- (b) Review and coordinate the administration of these Land Development Regulations;
- (c) Review plans for all development that requires a permit pursuant to the Land Development Regulations;
- (d) Coordinate the determination of the adequacy of infrastructure for new development;
- (e) Make inspections as required in the administration of the Land Development Regulations;
- (f) Enforce all of these regulations within the incorporated municipalities located within the District, provided such municipalities have authorized the Board of Supervisors to act on their behalf;
- (g) Review development applications to ensure that they comply with the drainage, wetlands, water quality, and other environmental standards in the Comprehensive Plan, these Land Development Regulations, and applicable state and federal statutes; and
- (h) Issue environmental permits as prescribed by these Land Development Regulations or by state or federal statutes.

Section 7-50.3 Manager of Planning and Engineering. The District Administrator shall appoint a Manager of Planning and Engineering to manage the Planning and Engineering Department.

Section 7-50.4 Authority of Manager. The Manager of Planning and Engineering shall act to cause the Planning and Engineering Department to carry out its responsibilities as set forth in Section 7-50.2 and shall perform other duties which may lawfully be assigned to him or her by the District Administrator, Planning Board, or Board of Supervisors. The Manager shall have the power to employ such staff as authorized by the District Administrator and to delegate authority to staff members in the performance of his or her duties.

Section 7-50.5 Hearing Officer. The District Administrator shall serve as the RCID Hearing Officer and perform such duties that the office requires as set forth in these Land Development Regulations.

EXHIBIT F

Prepared by/Record and Return to:

Edward G. Milgrim
Milgrim Law Group
3216 Corrine Drive
Orlando, FL 32803

WALT DISNEY WORLD CHAPTER 163 DEVELOPMENT AGREEMENT

This Development Agreement (this “**Agreement**”) is made this ____ day of February, 2023, by and between **Walt Disney Parks and Resorts U.S., Inc.**, a Florida corporation, on behalf of itself and its affiliated and subsidiary entities (hereinafter referred to as “**Master Developer**”), whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, and **Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is 1900 Hotel Plaza Blvd., Lake Buena Vista, Florida 32830 (hereinafter referred to as “**RCID**”). RCID and Master Developer may sometimes be referred to collectively herein as the “**Parties**”.

WITNESSETH

WHEREAS, in 1967 the Florida Legislature created the Reedy Creek Improvement District (RCID) in order to create a governmental structure as stated in the RCID Charter with the governmental powers, and for the objectives and purposes, stated in the RCID Charter; and

WHEREAS, since 1967 RCID has served as the governing agency to approve long-term plans within its jurisdictional boundary including comprehensive plans and land development regulations, and has approved development applications and issued building permits in accordance with the above; and

WHEREAS, the Board of Supervisors of RCID has the power and authority to administer the comprehensive plan and supporting land development regulations in respect to all lands located within the jurisdictional boundary of RCID (hereinafter referred to as the “**RCID Jurisdictional Lands**”); and

WHEREAS, this Agreement governs a portion of the RCID Jurisdictional Lands (hereinafter referred to as the “**Property**”) as defined by a legal description attached as **EXHIBIT 1** and a location map attached as **EXHIBIT 2**; and

WHEREAS, Master Developer owns, either directly or through one or more subsidiary entities, the vast majority of the Property, although, in the future, portions of the Property or any other land that Master Developer may acquire within the RCID Jurisdictional Lands, may be transferred or leased to another entity or subdivided and sold or expanded; and

WHEREAS, Master Developer has developed portions of the Property into the *Walt Disney World*® Resort (“**Walt Disney World**”), a world renowned resort with multiple theme parks, entertainment venues, resort hotels, commercial and other land uses along with monorails and transit service to support Walt Disney World, and plans to continue to develop Walt Disney World onto additional portions of the Property (Walt Disney World as further developed and expanded hereinafter referred to as the “**Project**”); and

WHEREAS, RCID also owns land comprising a portion of the Property which may be developed as part of the Project in the future; and

WHEREAS, RCID has adopted a comprehensive plan (hereinafter referred to as the “**Comprehensive Plan**”) that has been reviewed and approved by the State Land Planning Agency, as required by Chapter 163, Florida Statutes; and

WHEREAS, RCID has adopted land development regulations (“**RCID LDRs**”), as required by Chapter 163, Florida Statutes; and

WHEREAS, as required by State growth management law, in June 2022 the Comprehensive Plan was amended and updated to extend the planning timeframe through 2032 and to adopt updates to the future land use map and maximum development program within the RCID Jurisdictional Lands for the timeframe 2022-2032; and

WHEREAS, this Agreement is needed to establish and vest in Master Developer certain development rights and entitlements for the Project that Master Developer will be able to rely on for the life of this Agreement; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes (the “**Florida Local Government Development Agreement Act**”), authorize local governments and developers to enter into certain types of development agreements, with an initial duration of up to thirty (30) years, to provide certainty to both parties in terms of current and future processes and entitlements; and

WHEREAS, development agreements pursuant to the Florida Local Government Development Agreement Act are a common tool for developers and local governments in the State of Florida, especially with respect to long-term, multi-phase projects like Walt Disney World; and

WHEREAS, in accordance with Section 163.3229 of the Florida Local Government Development Agreement Act, the Parties have agreed on a period of thirty (30) years to allow development on the Property of the maximum development program as defined below in **TABLE 1** (hereinafter referred to as the “**Maximum Development Program**”); and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is mutually agreed as follows:

I. PURPOSE AND AUTHORITY

(A) Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference.

(B) Purpose. The purpose of this Agreement is three-fold:

1) It will provide a binding written agreement between the Parties for the long-term development of the Property and Project in order to vest the Maximum Development Program and to provide certainty to Master Developer; and

2) It will stipulate the provision of necessary public facilities by RCID that will be in place concurrent with the demand of the Maximum Development Program as it is constructed; and

3) It will provide clarification for how the Comprehensive Plan and RCID LDRs will apply to the Project, both now and in the future.

(C) Authority for Agreement. This Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act, which consists of Sections 163.3220-163.3243, Florida Statutes. The authority under those sections is supplemental and additional to the powers conferred upon local governments by other laws and it encourages sound capital improvement planning and financing and a commitment to long-term comprehensive planning.

II. APPROVED LAND USE AND DEVELOPMENT RIGHTS

(A) Land Use and Project Entitlements. The RCID Jurisdictional Lands consist of land uses as set forth in and consistent with the Future Land Use Map (defined below) and are approved for the Maximum Development Program identified in **TABLE 1** below. The densities and intensities of the Project are identified and described in **TABLE 2** below.

(B) Maximum Building Heights. Building heights are to be controlled and approved by Master Developer in order to protect the immersive nature and aesthetic character of the theme parks and attractions either currently existing or to be built on the Property. Absent specific Master Developer approval, the maximum building heights on the Property are controlled by the Federal Aviation Administration (FAA) height standards and any waiver or variance from said standards as approved by the FAA.

(C) Provision of Necessary Public Facilities. In order to facilitate the implementation of and provide adequate levels of service for the Maximum Development Program, certain public infrastructure systems will require new facilities and/or expansions of existing facilities (hereinafter referred to as the “**Public Facilities**”). The Public Facilities are listed in the Capital Improvement Element of the Comprehensive Plan a copy of which is attached hereto and incorporated herein as **EXHIBIT 3**, and will be funded, designed and constructed or caused to be constructed by RCID. Any land required for the Public Facilities that is owned by Master Developer shall be dedicated to RCID, or other public entity, as required. Compensation for said land dedication shall be negotiated between parties at the time of transfer but in no event shall Master Developer request payment for the land in excess of fair market value as determined by a Member of the Appraisal Institute (MAI) real estate appraiser, jointly selected by the Parties.

TABLE 1 –Maximum Development Program
(RCID Comprehensive Plan, FLUE Table 2-1 – Additional Approved Development Through 2032)

Uses	Comp Plan Future Land Use Where Permitted	2020 Base Condition (Existing)⁽¹⁾	Add'l Approved Through 2032	Total Existing & Approved
Hotels/Resorts	Mixed Use Hotel/Resort Commercial Entertainment	39,232 Keys	14,000 Keys	53,232 Keys
Office	Mixed Use Commercial	1,004,521 SF	150,000 SF	1,154,521 SF
Retail/Restaurant	Mixed Use Commercial	1,463,222 SF	1,000,000 SF	2,463,222 SF
Major Theme Parks	Mixed Use Entertainment	4 Parks	1 Park	5 Parks
Minor Theme Parks	Mixed Use Entertainment	3 Parks	2 Parks	5 Parks

(1) Does not include 2020 Base Condition Uses stricken in 2022 CPA (e.g., 81 Holes of Golf)

TABLE 2 – Average Land Use Densities and Intensities for Existing Development
(RCID Comprehensive Plan, FLUE Table 2-5)

Land Use		Developed Acreage	Units	Density / Intensity
Residential		20	17 DU	1.18 DU/Acre
Commercial				
	<i>Office/Retail/ Restaurant</i>	303	2,683,907 SF	0.20 FAR
Hotel/Resort				
	<i>Hotels and Resorts</i>	2,559	39,232	15.3 Keys/Acre
	<i>Golf Courses</i>	816	81	10.1 Holes/Acre
Entertainment				
	<i>Major Theme Park</i>	1,916	4 parks	479 Acres/Park
	<i>Minor Theme Park</i>	446	3 parks	149 Acres/Park

Note: DU = Dwelling Units / FAR = Floor Area Ratio

Table 2 depicts the existing density of development in RCID. As the supply of undeveloped land becomes smaller, new development is projected to occur at somewhat higher densities or on somewhat smaller sites. Infill development within existing activity areas will also tend to increase the overall density of developed areas. While there will be exceptions to this assumption, the overall trend is expected to be towards more dense development.

(D) Master Development Program Changes and Master Developer Rights.

1) The allowed land uses within the RCID Jurisdictional Lands are determined by the Future Land Use Map in the Comprehensive Plan (the “**Future Land Use Map**”) and Chapter 2-20 of the RCID LDRs.

2) Master Developer is the master developer for the Project. The Parties agree that all of the development rights and entitlements, including, without limitation, those applicable to all additional approved development through 2032, as established by the Master Development Program identified in **TABLE 1** (collectively, the “**Master Development Rights and Entitlements**”) are vested in Master Developer and that Master Developer owns and controls such Master Development Rights and Entitlements. Master Developer may assign portions of the Master Development Rights and Entitlements to other landowners and/or ground lessees within the RCID Jurisdictional Lands. Any proposed development that utilizes any of the Master Development Rights and Entitlements requires the prior written approval of Master Developer. Master Developer shall be responsible for maintaining an accounting of the Master Development Rights and Entitlements that have been used and the Master Development Rights and Entitlements that are unused and available for use.

(E) Environmental Long Term Permits Mitigation Credits. In order to facilitate environmentally protective and sustainable development, the Parties previously collaborated in the procurement of federal and state level environmental permits entitling RCID Jurisdictional Lands and RCID’s extra-jurisdictional boundaries (EJB) with unique and beneficial development rights and privileges (collectively referred to as the “**Long Term Permits**”)¹. Specifically, Master Developer sought and received, all at Master Developer’s cost but benefiting the entire RCID Jurisdictional Lands, approvals from U.S. Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission governing the protection and relocation of threatened and endangered species and requisite mitigation for same. Master Developer similarly pursued and received approval of a comprehensive and forward-looking federal dredge and fill entitlement framework through the U.S. Army Corps of Engineers and U.S. Environmental Protection Agency, creating a site-specific wetland credit mitigation bank via the acquisition, restoration and perpetual management of what is now known as Disney’s Wilderness Preserve and Mira Lago. Master Developer and RCID collaboratively pursued approvals from South Florida Water Management District (SFWMD) for a MSSW (Management and Storage of Surface Waters) and ultimately an ERP Conceptual Permit entitling the RCID Jurisdictional Lands and EJB. The SFWMD Permit (as defined in footnote 1) utilizes the same mitigation credit bank referenced above, as developed and managed by Master Developer. The mitigation credits obtained and maintained through the Long Term Permits are collectively referred to herein as the “**LTP Mitigation Credits**”.

¹ The Long Term Permits specifically include, without limitation, the following: South Florida Water Management District (SFWMD) Permit: #48-00714-S, dated September 10, 1992 (the “**SFWMD Permit**”); Army Corps of Engineers Permit: #199101901 (IP-GS), dated December 21, 1992; and State of Florida Game and Fresh Water Fish Commission Permit No. OSC-4, dated November 12, 1992, Permit No. OSC-SSC-1, dated July 19, 1994 and Permit No. OSC-TSR-1, dated August 9, 1994, issued under the authority of the Wildlife Code of the State of Florida (Chapter 39, Florida Administrative Code).

1) Given the above, the Parties agree that the LTP Mitigation Credits, including, without limitation, those LTP Mitigation Credits created through South Florida Water Management District Environmental Resource Permits Nos. 48-00714-S and 48-00714-S-22 are vested in Master Developer and that Master Developer is solely entitled to utilize the same. No other entity may use the LTP Mitigation Credits without prior written authorization from Master Developer. RCID shall request and must receive written approval from Master Developer to allow for the use of any threatened or endangered species mitigation and/or any use of wetland impacts or LTP Mitigation Credits prior to filing any application for modifications of said permits that seek to impact wetlands affected by these Long Term Permits. As and when Master Developer seeks to use any of the LTP Mitigation Credits, RCID shall promptly cooperate as necessary to allow Master Developer's use of the LTP Mitigation Credits consistent with the Master Development Program, including, without limitation, executing and submitting the appropriate permit applications and any other necessary documentation to allow for such use of LTP Mitigation Credits. RCID shall neither prohibit nor impede the use of the LTP Mitigation Credits by Master Developer for development in accordance with the Maximum Development Plan nor require any additional mitigation.

III. DEVELOPMENT REVIEW, UTILITIES AND REQUIRED PERMITS

(A) Development Review. Any proposed development utilizing the Maximum Development Program (see **TABLE 1**) must follow the development review and approval process as defined in the RCID LDRs.

(B) Public Facilities. Public Facilities that serve the Project, including, but not limited to, potable water, sanitary sewer, and solid waste management, are provided by RCID. Public Facilities will be addressed consistent with **EXHIBIT 3** for the Public Facilities identified in such Exhibit.

(C) Development Permits Required. Attached as **EXHIBIT 4** is a list of local development permits required to develop the Property and the Project. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Master Developer of the necessity of complying, and Master Developer agrees to comply, with the laws, ordinances and regulations governing said permitting requirements, conditions, term or restrictions.

IV. GOVERNING LAWS AND POLICIES. This Agreement establishes the standards that apply to the Property and the Project and if there is any conflict between the Agreement and the Comprehensive Plan or RCID LDRs this Agreement shall prevail. Furthermore, for Comprehensive Plan goals, objectives and policies and RCID LDRs not in conflict with this Agreement, the version of the Comprehensive Plan, RCID LDRs and other local government laws and policies governing the development of the Property in effect at the time of execution of this Agreement shall govern the development of the Property and the Project for the duration of this Agreement. RCID may apply subsequently adopted laws and policies to the development subject to this Agreement, only if RCID has followed the procedures set forth in Chapter 163.3233, Florida Statutes.

V. MORATORIA. No moratorium, ordinance, resolution or other land development regulation or limitation on the rate, timing or sequencing of the development of the Project shall

apply to or govern the development of the Project in accordance with the Master Development Program during the term hereof, whether affecting building permits, occupancy permits, or other entitlements to be issued by RCID. In the event of any such action, Master Developer shall continue to be entitled to apply for and receive development approvals in accordance with the RCID LDRs and other local government laws and policies governing the development of the Property and the Project in effect at the time of execution of this Agreement and the terms of this Agreement.

VI. COMPREHENSIVE PLAN. Pursuant to the terms and conditions of this Agreement, RCID finds that the Project, as proposed in this Agreement, is consistent with the Comprehensive Plan and RCID LDRs. Master Developer agrees that any development proposals utilizing development rights from this Agreement will be reviewed for consistency with the Comprehensive Plan and RCID LDRs in effect at the time of this Agreement unless amended per Section IV.

VII. NO LIEN OR ENCUMBRANCE. Nothing herein shall be construed as creating a lien or other encumbrance on or with respect to title to the Property (or any portion thereof).

VIII. DURATION. The duration of this Agreement shall be thirty (30) years from its effective date but may be extended by mutual consent of RCID and Master Developer and subject to a public hearing pursuant to Chapter 163.3229, Florida Statutes, or through extensions filed pursuant to Chapter 252.363, Florida Statutes.

IX. BINDING EFFECT. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns of each party.

X. GOVERNING LAW. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to the Agreement.

XI. SEVERABILITY. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court (or other government body) of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein.

XII. MODIFICATION OR CANCELLATION. Modification or cancellation of all or any portion of this Agreement without either the express written consent of Master Developer or in accordance with Section 163.3235, Florida Statutes, shall be considered per se a modification or cancellation of the allowable uses and entitlements to Master Developer's legal and equitable interest in the Property.

XIII. EXHIBITS. Unless otherwise provided in this Agreement, all exhibits are incorporated herein by reference.

XIV. CAPTIONS FOR PARAGRAPH HEADINGS. Captions and paragraph headings

contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

XV. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same instrument.

XVI. ASSIGNABILITY. This Agreement may be wholly or partially assigned by Master Developer to one or more third parties.

XVII. EFFECTIVE DATE. This Agreement is effective on the date that a fully-executed copy is filed in the Official Records of the Orange County Comptroller and the Official Records of the Osceola County Comptroller.

XVIII. TERMINATION. This Agreement shall terminate in thirty (30) years from its effective date, unless extended which includes, without limitation, extensions filed pursuant to Section 252.363, Florida Statutes, or may be terminated by mutual consent of the Parties.

XIX. AMENDMENTS. This Agreement may be amended by mutual consent of the Parties or by their successors in interest so long as amendments meet the requirements of Section 163.3237, Florida Statutes. All amendments to this Agreement will be adopted as an amended and restated version and when an amendment goes into effect then all prior versions of this Agreement shall be null and void.

XX. NO THIRD PARTY CONSENT REQUIRED. No one other than the Parties or their successors in interest may seek an amendment to this Agreement and no consent of any other parties shall be required.

XXI. EFFECT ON EXISTING DEVELOPMENT. Nothing in this Agreement terminates, rescinds, cancels, or modifies allowable uses or entitlements vested with any other property owners subject to the jurisdiction of RCID.

XXII. FURTHER ASSURANCES. Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

XXIII. NOTICES. Any notices or reports required by this Agreement shall be sent to the following:

For the Reedy Creek Improvement District:

Reedy Creek Improvement District
Attention: District Administrator
1900 Hotel Plaza Blvd.
Lake Buena Vista, Florida 32830

With a copy to:

Milgrim Law Group
Attention: Edward G. Milgrim
3216 Corrine Drive
Orlando, Florida 32803

For Master Developer:

Walt Disney Parks and Resort U.S., Inc.
c/o Walt Disney Imagineering
Attention: Site Portfolio Executive – WDW
WDI EPCOT Main Building, Floor 1
1365 Avenue of the Stars
Lake Buena Vista, Florida 32830

With a copy to:

Walt Disney Parks and Resorts U.S., Inc.
c/o Walt Disney World – Legal Department
Attention: Chief Counsel
Team Disney, 4th Floor North
1375 Lake Buena Vista Drive
Lake Buena Vista, Florida 32830

XXIV. PUBLIC HEARINGS. This Agreement was approved by the Reedy Creek Improvement District Board of Supervisors after two properly noticed public hearings before the Board on _____, 2023 and _____, 2023.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth below.

WITNESSES:

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

(Witness Signature)

(Witness Printed Name)

By: _____

Print Name: _____

Title: _____

Date: _____

(Witness Signature)

(Witness Printed Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2023 by _____ as _____ of Walt Disney Parks and Resorts U.S., Inc., a Florida corporation, who is ____ personally known to me or ____ who has produced _____ as identification.

Notary Public

Name (typed, printed or stamped)

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

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

DISTRICT CLERK

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ____ physical presence
or ____ online notarization this ____ day of _____, 2023 by _____
as _____ of Reedy Creek Improvement District, a public corporation
and public body corporate and politic of the State of Florida, who is ____ personally known to me
or ____ who has produced _____ as identification.

Notary Public

Name (typed, printed or stamped)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ____ physical presence
or ____ online notarization this ____ day of _____, 2023 by _____
as District Clerk of Reedy Creek Improvement District, a public corporation and public body
corporate and politic of the State of Florida, who is ____ personally known to me or ____ who has
produced _____ as identification.

Notary Public

Name (typed, printed or stamped)

LIST OF EXHIBITS

- | | |
|------------------|---|
| Exhibit 1 | Legal Description |
| Exhibit 2 | Location Map |
| Exhibit 3 | Capital Improvements Schedule |
| Exhibit 4 | List of Required Local Development Permits |

EXHIBIT 1
LEGAL DESCRIPTION

The Property is defined as the following property less and except any portions of the following property that are, as of the Effective Date of this Agreement, owned in fee simple by a party other than RCID or Master Developer. If, during the Term of this Agreement, Master Developer obtains ownership of any portions of the following property that are owned in fee simple by a party other than RCID or Master Developer as of the Effective Date of this Agreement, such property shall be deemed to be and treated as part of the Project.

(See attached 56 page legal description)

DESCRIPTION OF
DEVELOPERS' AGREEMENT
IN ORANGE COUNTY, FLORIDA

A parcel of land lying in Sections 1 through 3, 8 through 17, 19 through 28, 33 through 36 Township 24 South, Range 27 East, and Sections 6 through 8, 17 through 22, 27 through 31, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 6, Township 24 South, Range 28 East run N 00°00'22" E, 1327.43 feet along the West line of Section 6 to the West 1/4 corner thereof; thence N 89°27'45" E, 1997.50 feet along the North line of the South half of Section 6, to the Southwest corner of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 6, thence N 00°20'35" W, 1154.75 feet along the West line of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 6; thence N 89°38'50" E, 663.64 feet along a line that is 165.00 feet South of and parallel to the North line of the Southeast 1/4 of the Northwest 1/4 of Section 6; thence N 89°11'34" E, 148.62 feet +/- along a line parallel to and 165.00 feet South of the North line of the Southwest 1/4 of the Northeast 1/4 of Section 6 to a point on the Westerly shore line of Lake Mable; thence meander the shore line of Lake Mable in a Southerly direction, to a point on the South line of Section 6 and the North line of Section 7, Township 24 South, Range 28 East, said point being S 16°20'10" W, 3981.97 feet more or less from the previously described point, and also lying N 89°31'17" E, 1683.05 feet from the Southwest corner of Section 6; thence continue along the shore line of Lake Mable in a Southeasterly and Northeasterly direction across the North 1/4 of Section 7, to the North line of Section 7 and the South line of Section 6, Township 24 South, Range 28 East, said point being N 89°31'17" E, along the North section line of Section 7, 1381.64 feet from the previously described point and lying S 89°31'17" W, 2304.35 feet from the Northeast corner of Section 7; thence continue to meander the shore line of Lake Mable in a Northeasterly direction across the Southeast 1/4 of Section 6, Township 24 South, Range 28 East to a point on said shoreline which is intersected by the North line of the South half of the Southeast 1/4 of Section 6, said point being N 25°14'10" E, 1475.82 feet from the previously described point; thence N 89°29'30" E, along said North line of the South half of the Southeast 1/4 of Section 6, 1679.89 feet to the East section line thereof; thence S 00°12'20" W, 1330.62 feet along the East line of Section 6 to the Southeast corner of Section 6 and the Northwest corner of Section 8, Township 24 South, Range 28 East; thence N 89°21'03" E along the North line of Section 8, 191.58 feet more or less to a point on the West shore line of South Lake; thence meander the shore line of South Lake in a Southwesterly, Southeasterly and Northeasterly direction to a point where the shore line of South Lake intersects the East line of the West half of the West half of Section 8; said point being S 25°17'13" E, 2679.01 feet more or less from the previously described point; thence S 00°13'59" W, 221.07 feet to the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 8; thence S 00°06'21" E along the East line of the West half of the Southwest 1/4 of Section 8, 1334.85 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 8; thence S 88°48'04" W, 1111.09 feet to a point of curvature of a curve concave Southeasterly having a radius of 545.08 feet, and a central angle of 81°15'08"; thence run Southwesterly along the arc of said curve, 772.99 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 80.00 feet, and a central angle of 128°43'50"; thence run Westerly along the arc of said curve, 179.74 feet; thence S 43°40'59" E, 16.92 feet; thence S 34°38'41" E, 8.13 feet; thence S 25°16'40" E, 86.79 feet; thence S 28°57'56" E, 106.03 feet; thence S 58°01'53" E, 87.73 feet; thence N 85°59'29" E, 134.58 feet to a point of curvature of a curve concave Southerly having a radius of 425.00 feet, and a central angle of 23°29'59"; thence run Easterly along the arc of said curve, 174.31 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 15.00 feet, and a central angle of 46°20'48"; thence run Southeasterly along the arc of said curve, 12.13 feet; to a point of compound curvature of a curve concave

Westerly having a radius of 425.00 feet, and a central angle of 16°33'54"; thence run Southerly along the arc of said curve, 122.87 feet; to a point of compound curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 51°32'25"; thence run Southerly along the arc of said curve, 22.49 feet; thence S 43°56'36" W, 91.06 feet; thence S 64°40'37" W, 105.25 feet; thence S 40°45'32" W, 117.42 feet; thence S 13°26'04" W, 97.39 feet; thence S 42°14'20" W, 133.97 feet; thence S 68°59'11" W, 89.71 feet; thence S 28°50'44" W, 77.77 feet; thence S 14°52'47" W, 88.32 feet; thence S 01°59'29" E, 106.28 feet; thence S 24°42'46" W, 241.59 feet; thence S 36°55'50" W, 126.64 feet; thence S 24°03'44" W, 71.01 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 40°55'45"; thence run Southwesterly along the arc of said curve, 17.86 feet; thence S 64°59'30" W, 91.68 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 46°29'32"; thence run Westerly along the arc of said curve, 20.29 feet; thence N 68°30'58" W, 131.37 feet; thence N 34°57'28" W, 145.43 feet; thence N 10°44'04" W, 144.09 feet; thence N 10°34'18" E, 129.55 feet; thence N 44°03'35" E, 129.67 feet; thence N 86°35'32" E, 100.03 feet; thence N 62°48'18" E, 100.08 feet; thence N 58°16'14" E, 95.99 feet; thence N 15°01'47" E, 86.03 feet; thence N 14°30'32" W, 104.94 feet; thence N 03°06'23" W, 111.09 feet; thence N 07°32'42" E, 68.01 feet; thence N 15°14'13" W, 80.67 feet; thence N 87°12'48" W, 40.11 feet; thence S 77°42'57" W, 84.88 feet; thence S 74°44'47" W, 66.79 feet; thence S 35°20'27" W, 90.33 feet; thence S 22°58'13" W, 87.94 feet; thence S 20°05'22" W, 168.18 feet; thence S 65°39'23" W, 108.46 feet; thence N 79°02'16" W, 146.86 feet; thence S 44°41'24" W, 85.24 feet; thence S 66°58'59" W, 80.82 feet; thence N 89°03'00" W, 96.88 feet; thence S 84°18'13" W, 51.79 feet; thence S 77°56'53" W, 116.91 feet; thence S 70°14'00" W, 84.26 feet; thence N 63°52'48" W, 163.26 feet; thence N 71°49'57" W, 91.32 feet; thence N 56°38'48" W, 106.72 feet; thence N 37°38'37" W, 96.72 feet; thence N 69°48'38" W, 85.22 feet; thence N 85°15'14" W, 95.72 feet; thence N 76°56'11" W, 104.56 feet; thence S 28°55'14" W, 152.43 feet; thence S 13°45'44" E, 47.73 feet to a point of curvature of a curve concave Westerly having a radius of 75.00 feet, and a central angle of 30°06'13"; thence run Southerly along the arc of said curve, 39.41 feet; to a point of reverse curvature of a curve concave Northeasterly having a radius of 45.00 feet, and a central angle of 99°54'55"; thence run Southeasterly along the arc of said curve, 78.47 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 250.00 feet, and a central angle of 55°31'16"; thence run Southeasterly along the arc of said curve, 242.26 feet; thence S 28°03'11" E, 95.35 feet to a point of curvature of a curve concave Westerly having a radius of 125.00 feet, and a central angle of 59°41'01"; thence run Southerly along the arc of said curve, 130.21 feet; thence S 31°37'50" W, 165.37 feet; thence S 51°01'41" E, 83.54 feet to a point on a non-tangent curve concave Southeasterly having a radius of 676.49 feet, and a central angle of 29°43'07"; thence from a tangent bearing of N 50°17'44" E run Northeasterly along the arc of said curve, 350.89 feet; thence S 35°59'30" E, 246.14 feet; thence S 55°37'13" E, 316.45 feet; thence S 68°44'46" E, 336.44 feet to a point on a non-tangent curve concave Southerly having a radius of 399.38 feet, and a central angle of 09°53'41"; thence from a tangent bearing of N 79°13'56" E run Easterly along the arc of said curve, 68.97 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 137.63 feet, and a central angle of 14°21'49"; thence run Easterly along the arc of said curve, 34.50 feet; thence S 03°57'40" W, 60.74 feet to a point on a non-tangent curve concave Southerly having a radius of 344.38 feet, and a central angle of 04°15'11"; thence from a tangent bearing of S 86°02'20" E run Easterly along the arc of said curve, 25.56 feet; to a point of compound curvature of a curve concave Southerly having a radius of 132.00 feet, and a central angle of 26°04'01"; thence run Easterly along the arc of said curve, 60.05 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 184.37 feet, and a central angle of 31°44'00"; thence from a tangent bearing of S 49°44'21" E run Southeasterly along the arc of said curve, 102.11 feet; to a point of compound curvature of a curve concave Westerly having a radius of 679.36 feet, and a central angle of 08°51'48"; thence run Southerly along the arc of said curve, 105.09 feet; to a point of reverse curvature of a curve concave Easterly having a radius of 437.18 feet, and a central angle of 18°37'07"; thence run Southerly along the arc of said curve,

142.06 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 395.25 feet, and a central angle of 18°13'39"; thence run Southeasterly along the arc of said curve, 125.74 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 645.09 feet, and a central angle of 03°21'33"; thence run Southeasterly along the arc of said curve, 37.82 feet; thence N 82°18'14" W, 71.09 feet; thence N 51°44'44" W, 65.78 feet; thence N 80°24'25" W, 90.39 feet; thence S 48°32'46" W, 80.93 feet; thence S 22°55'38" W, 113.12 feet; thence S 27°19'16" E, 55.45 feet; thence S 18°40'56" W, 159.75 feet; thence S 10°48'30" W, 160.42 feet to a point of curvature of a curve concave Easterly having a radius of 223.65 feet, and a central angle of 59°02'33"; thence run Southerly along the arc of said curve, 230.47 feet; to a point on the Northerly and Easterly boundary of Tract R, Golden Oak Phase 1B according to the Plat thereof recorded in Plat Book 75, Pages 3 through 15 of the Public Records of Orange County, a non-tangent curve concave Northerly having a radius of 25.00 feet, and a central angle of 64°33'48"; thence from a tangent bearing of S 49°58'05" E run Easterly along the arc of said curve, 28.17 feet; thence N 65°28'07" E, 122.36 feet; thence N 76°27'23" E, 76.59 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 25°14'16"; thence run Northeasterly along the arc of said curve, 11.01 feet; thence S 78°11'38" E, 85.68 feet to a point on a non-tangent curve concave Easterly having a radius of 1010.00 feet, and a central angle of 07°58'42"; thence from a tangent bearing of S 11°48'22" W run Southerly along the arc of said curve, 140.64 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 87°13'52"; thence from a tangent bearing of N 03°49'41" E run Northwesterly along the arc of said curve, 38.06 feet; thence N 83°24'11" W, 42.54 feet to a point of curvature of a curve concave Southerly having a radius of 221.37 feet, and a central angle of 29°07'38"; thence run Westerly along the arc of said curve, 112.54 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 132.76 feet, and a central angle of 48°16'12"; thence run Westerly along the arc of said curve, 111.85 feet; to a point on a non-tangent curve concave Northeasterly having a radius of 234.18 feet, and a central angle of 14°51'36"; thence from a tangent bearing of N 64°15'37" W run Northwesterly along the arc of said curve, 60.74 feet; thence S 24°23'32" E, 34.06 feet; thence S 18°04'39" E, 78.70 feet to a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 115°40'49"; thence from a tangent bearing of S 17°50'29" E run Southwesterly along the arc of said curve, 50.48 feet; thence N 82°09'40" W, 26.47 feet; thence S 26°43'01" W, 107.99 feet; thence S 13°53'13" W, 84.71 feet; thence S 20°06'37" W, 86.21 feet; thence S 22°42'17" W, 90.27 feet; thence S 48°33'38" W, 93.96 feet; thence S 51°48'05" W, 58.47 feet; thence S 70°41'52" W, 98.39 feet; thence S 75°48'30" W, 82.70 feet; thence N 82°22'12" W, 18.57 feet; thence S 59°48'12" W, 61.99 feet; thence S 23°48'42" W, 31.41 feet; thence S 21°34'58" E, 112.96 feet; thence S 25°04'56" E, 80.36 feet; thence S 06°58'19" E, 51.79 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 54°17'13"; thence run Southerly along the arc of said curve, 23.69 feet; thence S 47°18'54" W, 37.10 feet; thence S 03°48'45" E, 24.29 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 79°16'52"; thence run Southwesterly along the arc of said curve, 34.59 feet; thence S 75°28'07" W, 70.19 feet to a point of curvature of a curve concave Northerly having a radius of 25.00 feet, and a central angle of 41°16'24"; thence run Westerly along the arc of said curve, 18.01 feet; thence N 63°15'30" W, 63.09 feet to a point on the Easterly right-of-way of RCID canal L-105 as described in Official Records Book 1896, Page 232 of the Public Records of Orange County Florida, and a non-tangent curve concave Easterly having a radius of 1505.50 feet, and a central angle of 37°08'46"; thence from a tangent bearing of S 03°51'20" E run Southerly along the arc of said curve and right-of-way, 976.05 feet; thence continue along said right-of-way S 41°00'06" E, 193.39 feet; thence S 48°59'54" W, 100.00 feet to a point on the westerly right-of-way of said Canal; thence departing said Canal run, N 87°15'41" W, 130.57 feet; thence N 63°21'34" W, 33.90 feet; thence N 81°08'52" W, 154.09 feet; thence N 39°33'00" W, 38.53 feet; thence N 28°54'14" W, 86.79 feet; thence N 28°30'43" W, 101.63 feet; thence N 32°36'46" W, 77.00 feet; thence N 39°30'36" W, 98.30 feet to a point of curvature of a curve concave Easterly having a radius

of 25.00 feet, and a central angle of 37°14'40"; thence run Northerly along the arc of said curve, 16.25 feet; thence N 02°15'56" W, 56.50 feet; thence N 39°36'59" W, 135.27 feet; thence N 85°04'00" W, 67.65 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 46°40'29"; thence run Northwesterly along the arc of said curve, 20.37 feet; thence N 38°23'30" W, 64.62 feet; thence N 64°16'04" W, 16.33 feet to a point of curvature of a curve concave Northeasterly having a radius of 25.00 feet, and a central angle of 58°38'45"; thence run Northwesterly along the arc of said curve, 25.59 feet; thence N 05°37'20" W, 20.54 feet; thence N 44°31'28" W, 62.56 feet; thence S 23°42'54" W, 95.95 feet to a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 84°46'10"; thence run Southwesterly along the arc of said curve, 36.99 feet; thence N 71°30'56" W, 65.59 feet; thence N 67°45'46" W, 71.42 feet; thence N 47°09'12" W, 129.61 feet; thence N 28°09'10" W, 67.04 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 58°17'03"; thence run Northerly along the arc of said curve, 25.43 feet; thence N 30°07'52" E, 66.18 feet; thence N 41°27'39" E, 82.62 feet; thence N 28°03'16" E, 61.53 feet; thence N 21°03'09" W, 47.93 feet; thence N 17°13'11" W, 99.26 feet; thence N 00°32'57" E, 48.45 feet; thence N 12°21'10" E, 151.79 feet; thence N 23°46'35" E, 109.94 feet; thence N 39°26'51" E, 91.52 feet; thence N 17°00'45" E, 45.16 feet; thence N 34°56'26" W, 27.03 feet; thence N 26°29'23" W, 104.81 feet; thence S 48°40'54" W, 30.14 feet to a point on a non-tangent curve concave Southerly having a radius of 7.86 feet, and a central angle of 78°20'37"; thence from a tangent bearing of N 28°56'03" W run Westerly along the arc of said curve, 10.75 feet; to a point of compound curvature of a curve concave Southeasterly having a radius of 19.64 feet, and a central angle of 36°52'37"; thence run Southwesterly along the arc of said curve, 12.64 feet; to a point of compound curvature of a curve concave Easterly having a radius of 3.95 feet, and a central angle of 74°25'35"; thence run Southerly along the arc of said curve, 5.13 feet; thence S 38°34'51" E, 13.88 feet; thence S 51°58'30" W, 145.54 feet; thence N 37°57'09" W, 16.70 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1080.42 feet, and a central angle of 20°21'16"; thence from a tangent bearing of N 48°06'54" W run Northwesterly along the arc of said curve, 383.82 feet; thence N 37°56'18" W, 17.87 feet; thence N 30°54'21" W, 193.79 feet to a point on a non-tangent curve concave Southeasterly having a radius of 762.70 feet, and a central angle of 08°52'54"; thence from a tangent bearing of S 63°58'49" W run Southwesterly along the arc of said curve, 118.23 feet; thence S 55°05'55" W, 58.77 feet to a point of curvature of a curve concave Southeasterly having a radius of 160.82 feet, and a central angle of 19°16'01"; thence run Southwesterly along the arc of said curve, 54.08 feet; to a point of reverse curvature of a curve concave Northwesterly having a radius of 159.35 feet, and a central angle of 36°15'00"; thence run Southwesterly along the arc of said curve, 100.82 feet; thence S 72°04'54" W, 26.78 feet to a point of curvature of a curve concave Southeasterly having a radius of 158.03 feet, and a central angle of 21°54'44"; thence run Southwesterly along the arc of said curve, 60.44 feet; to a point on a non-tangent curve concave Northeasterly having a radius of 52.89 feet, and a central angle of 104°26'29"; thence from a tangent bearing of S 75°27'00" W run Northwesterly along the arc of said curve, 96.41 feet; thence N 00°06'31" W, 54.31 feet; thence N 74°49'42" W, 43.41 feet; thence S 44°47'41" W, 145.43 feet; thence S 45°05'06" E, 18.68 feet; thence S 03°14'02" W, 84.66 feet; thence S 05°12'38" E, 58.35 feet to a point of curvature of a curve concave Easterly having a radius of 1125.00 feet, and a central angle of 27°57'29"; thence run Southerly along the arc of said curve, 548.95 feet; thence S 33°10'07" E, 163.59 feet to a point of curvature of a curve concave Westerly having a radius of 492.00 feet, and a central angle of 26°59'13"; thence run Southerly along the arc of said curve, 231.74 feet; thence N 86°26'26" E, 126.87 feet; thence N 76°15'46" E, 63.89 feet; thence S 64°36'17" E, 118.17 feet; thence S 52°36'40" E, 63.05 feet; thence S 45°16'16" E, 127.88 feet to a point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, and a central angle of 35°13'41"; thence run Southeasterly along the arc of said curve, 15.37 feet; thence S 10°02'35" E, 93.01 feet to a point of curvature of a curve concave Westerly having a radius of 25.00 feet, and a central angle of 46°18'35"; thence run Southerly along the arc of said curve, 20.21 feet; thence S 36°16'00" W, 28.53 feet; thence S

20°23'46" W, 184.90 feet; thence S 25°05'40" W, 31.33 feet to a point on a non-tangent curve concave Northwesterly having a radius of 25.00 feet, and a central angle of 33°58'13"; thence from a tangent bearing of S 21°14'14" W run Southwesterly along the arc of said curve, 14.82 feet; thence S 55°12'27" W, 19.76 feet; thence S 18°42'59" W, 22.23 feet to a point on a non-tangent curve concave Southwesterly having a radius of 1908.34 feet, and a central angle of 22°05'51"; thence from a tangent bearing of S 75°17'36" E run Southeasterly along the arc of said curve, 736.00 feet; thence S 53°11'44" E, 1498.58 feet to a point of curvature of a curve concave Northeasterly having a radius of 950.92 feet, and a central angle of 14°29'06"; thence run Southeasterly along the arc of said curve, 240.40 feet; to a point of compound curvature of a curve concave Northerly having a radius of 513.39 feet, and a central angle of 13°13'42"; thence run Easterly along the arc of said curve, 118.53 feet; thence S 80°54'32" E, 34.76 feet to a point of curvature of a curve concave Northerly having a radius of 1109.03 feet, and a central angle of 07°17'21"; thence run Easterly along the arc of said curve, 141.09 feet; thence S 88°11'54" E, 77.05 feet; thence S 89°29'03" E, 140.11 feet; thence S 89°29'03" E, 433.68 feet; thence N 89°58'59" E, 1465.17 feet; thence N 00°00'00" E, 131.18 feet; thence N 45°00'00" W, 71.68 feet; thence N 00°00'00" E, 633.08 feet; thence N 89°59'00" W, 445.76 feet; thence N 00°27'46" E, 673.19 feet; thence S 89°58'17" E, 398.81 feet; thence N 00°00'00" E, 753.74 feet; thence N 90°00'00" W, 362.43 feet; thence N 05°16'59" W, 106.23 feet; thence N 26°33'54" W, 135.35 feet; thence N 47°32'44" E, 146.69 feet; thence N 11°28'34" E, 24.04 feet to a point of curvature of a curve concave Westerly having a radius of 15.00 feet, and a central angle of 52°09'22"; thence run Northerly along the arc of said curve, 13.65 feet; thence N 40°40'48" W, 82.81 feet; thence N 90°00'00" W, 73.87 feet to a point on a non-tangent curve concave Westerly having a radius of 1396.50 feet, and a central angle of 06°53'10"; thence from a tangent bearing of N 07°09'56" E run Northerly along the arc of said curve, 167.84 feet; thence N 00°16'47" E, 0.50 feet to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 17 Township 24 South Range 28 East; thence S 89°56'53" E, 3992.90 feet along the North line of the South half of Section 17, to the East 1/4 corner of Section 17; thence S 00°24'52" W, 2682.68 feet along the East section line of Section 17 to the Southeast corner of Section 17 and the Northeast corner of Section 20, Township 24 South, Range 28 East; thence S 00°01'36" E, 1333.66 feet along the East section line of Section 20 to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 20 and the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 24 South, Range 28 East; thence N 89°57'37" E, 670.11 feet to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 21; thence S 00°08'32" E, 668.06 feet to the Southwest corner thereof; thence S 89°55'30" E, 671.45 feet to the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 21; thence S 00°15'27" E, 669.41 feet to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 21; thence S 00°44'42" E, 656.38 feet to the Northwest corner of Lot 85, Munger and Company Subdivision of Section 21, according to the Plat recorded in Plat Book E Page 22 of the Public Records of Orange County Florida; thence S 89°51'01" E, 335.66 feet to the Northeast corner of said Lot 85; thence S 00°40'49" E, 656.31 feet to the Southeast corner of Lot 85; thence S 89°53'15" E, 1004.75 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of Section 21 to the Northeast corner thereof; thence S 00°29'10" E, 655.63 feet along the West line of the Northwest 1/4, Southwest 1/4 of the Southeast 1/4 of Section 21 to the Southwest corner thereof; thence N 89°20'56" E, 666.99 feet along the South line of the Northwest 1/4, Southwest 1/4 of the Southeast 1/4 of Section 21 to the Southeast corner thereof; thence N 00°21'22" W, 652.39 feet along the West line of the Northeast 1/4, Southwest 1/4 of the Southeast 1/4 of Section 21 to the Northwest corner thereof; thence N 89°37'38" E, 2005.42 feet along the North line of the South half of the Southeast 1/4 of Section 21 to the Northeast corner thereof, said point also being the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 24 South, Range 28 East; thence N 00°02'32" E, 1285.39 feet along the West line of Section 22 to the West 1/4 corner of Section 22; thence N 89°50'49" E, 714.94 feet along the North line of the South half of Section 22 to the Easterly right of way line of State Road 535 as shown in map section 75280-2465 and dated 2/22/1993; thence S 10°07'11" E,

1214.10 feet run along said right-of-way; thence run along a deed described in document number 20190036003 in the Public Records of Orange County Florida the following four courses; N 89°37'24" E, 749.86 feet; N 38°29'47" E, 22.59 feet; N 38°29'47" E, 576.34 feet; thence S 51°31'36" E, 50.00 feet to a point on the Westerly right-of-way of State Road 400 as shown in map section 75280-2465 and dated 2/22/1993; thence run along said right-of-way, S 38°29'42" W, 6175.37 feet to a point on the Westerly right-of-way line of State Road 536 as shown in map section 75000-2520 and dated 3/05/1998; thence departing State Road 400 run along State Road 536 the following courses; S 43°35'42" W, 1571.48 feet to a point on a non-tangent curve concave Northwesterly having a radius of 1809.86 feet, and a central angle of 37°23'06"; thence from a tangent bearing of S 42°29'42" W run Southwesterly along the arc of said curve, 1180.92 feet; thence S 79°52'51" W, 1498.72 feet to a point on the West line of Section 28, and on the East line of Section 29, Township 24 South, Range 28 East, said point lying N 00°00'07" W, 387.61 feet from the Southwest corner of Section 28; thence S 79°52'53" W, 95.47 feet to a point of curvature of a curve concave Northerly having a radius of 2191.83 feet and a central angle of 32°28'09"; thence run Westerly along the arc of said curve, 1242.10 feet; thence N 69°59'50" W, 311.61 feet; thence run S 23°29'47" W, 304.91 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 11402.16 feet and a central angle of 00°29'43"; thence from a tangent bearing of S 65°33'17" E, run Southeasterly along the arc of said curve, 98.56 feet; thence S 58°56'26" E, 509.41 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 900.00 feet and a central angle of 02°31'40"; thence run Southeasterly along the arc of said curve 39.70 feet to a point on the South line the Southeast 1/4 of Section 29, said point lying N 89°50'43" W, 1167.48 feet from the Southeast corner of Section 29; thence leaving said right-of-way, run N 89°50'43" W along the South line of the Southeast 1/4 of Section 29, 1496.10 feet, to the South Quarter corner thereof; thence N 89°50'42" W, 2152.59 feet along the South line of the Southwest 1/4 of Section 29 to a point on the right-of-way of Chelonia Parkway as shown on the Plat of Bonnet Creek Resort recorded in Plat Book 56, Page 41 of the Public Records of Orange County Florida; thence run along said right-of-way the following courses; due North 163.29 feet to the point of curvature of a curve concave Southeasterly, having a radius of 675.00 feet and a central angle of 45°40'47"; thence run Northeasterly along the arc of said curve 538.15 feet to a point of reverse curvature of a curve concave Westerly, having a radius of 825.00 feet and a central angle of 98°34'08"; thence run Northeasterly and Northwesterly along the arc of said curve 1419.29 feet to a point of reverse curvature of a curve concave Northeasterly having a radius of 500.84 feet and a central angle of 22°53'21"; thence run Northwesterly and Northerly along the arc of said curve 200.08 feet; thence N 30°00'00" W, 326.45 feet to a point on a Deed recorded in Official Records Book 5208, Page 3884 of the Public Records of Orange County Florida; thence departing said Plat run along said Deed, N 30°00'00" W, 245.14 feet, to a point on a Deed described in document number 202000359979 of the Public Records of Orange County Florida; thence run along said Deed the following four courses; N 74°50'28" E, 100.11 feet; N 87°20'49" W, 74.69 feet; N 27°09'24" W, 47.56 feet; S 63°22'25" W, 20.69 feet, to a point on a Deed described in document number 202000360380 of the Public Records of Orange County Florida; thence run along said Deed the following courses; S 00°00'00" E, 20.42 feet; N 90°00'00" W, 30.04 feet to a point on a non-tangent curve concave Easterly having a radius of 48.00 feet, and a central angle of 47°40'00"; from a tangent bearing of N 29°07'51" W run Northerly along the arc of said curve, 39.93 feet; S 79°56'22" W, 74.35 feet; N 30°03'16" W, 21.84 feet; S 59°56'44" W, 12.14 feet; S 30°03'16" E, 17.42 feet; S 79°56'22" W, 34.35 feet; N 69°28'35" W, 49.22 feet; S 74°41'50" W, 40.22 feet; thence departing said Deed run along aforesaid Deed recorded in Official Records Book 5208, Page 3884 the following five courses; S 57°06'40" E, 133.74 feet; S 57°06'40" E, 167.71 feet; S 30°00'00" E, 180.00 feet; S 06°15'02" E, 54.63 feet; S 30°00'00" E, 408.17 feet to a point of curvature of a curve concave Northeasterly, having a radius of 650.84 feet and a central angle of 22°53'21"; run Southeasterly along the arc of said curve 260.00 feet to a point on aforesaid Plat; and a point of reverse curvature of a curve concave Westerly, having a radius of 675.00 feet and a central angle of 98°34'08"; thence run Southeasterly and Southwesterly along the arc of said

curve and Plat, 1161.24 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 825.00 feet and a central angle of 45°40'47"; thence run Southwesterly along the arc of said curve and Plat, 657.74 feet; thence run along and Plat due South, 162.89 feet to the South line of the Southwest 1/4 of Section 29; thence departing said Plat and the right-of-way line of Chelonia Parkway run N 89°50'42" W along the South line of the Southwest 1/4 of Section 29, 360.99 feet to the Southwest corner of Section 29 and the Northeast corner of Section 31, Township 24 South, Range 28 East; thence S 00°40'50" E, 2749.41 feet along the East line of the Northeast 1/4 of Section 31 to the Southeast corner thereof; thence S 00°27'13" W, 2643.90 feet along the East line of the Southeast 1/4 of Section 31 to the Southeast corner of Section 31; thence N 89°36'01" W, 2646.94 feet along the South line of the Southeast 1/4 of Section 31 to the Southwest corner thereof; thence N 89°56'54" W, 2748.82 feet along the South line of the Southwest 1/4 of Section 31 to the Southwest corner thereof and the Southeast corner of Section 36, Township 24 South Range 27 East; thence S 89°50'04" W, 2658.48 feet along the South line of the Southeast 1/4 of Section 36 to the Southwest corner thereof; thence S 89°46'36" W, 2656.21 feet along the South line of the Southwest 1/4 of Section 36 to the Southwest corner thereof and the Southeast corner of Section 35, Township 24 South Range 27 East; thence S 89°48'35" W, 2652.59 feet along the South line of the Southeast 1/4 of Section 35 to the Southwest corner thereof; thence S 89°44'07" W, 2661.05 feet along the South line of the Southwest 1/4 of Section 35 to the Southwest corner of said Section and the Southeast corner of Section 34, Township 24 South Range 27 East; thence S 89°46'46" W, 3438.73 feet along the South line of Section 34 to a point on the boundary of Black Lake Village according to the Plat thereof recorded in Plat Book 75, Page 149 of the Public Records of Orange County Florida; thence leaving the South line of Section 34, run along the Easterly and Northerly boundary of said Plat following courses; N 00°13'59" W, 29.01 feet; N 14°42'28" W, 114.62 feet; N 06°53'49" W, 123.97 feet to a point of curvature of a curve concave Easterly having a radius of 25.00 feet, and a central angle of 16°36'26"; run Northerly along the arc of said curve, 7.25 feet; N 09°42'37" E, 104.21 feet to a point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, and a central angle of 51°24'11"; run Northeasterly along the arc of said curve, 22.43 feet; N 61°06'48" E, 53.88 feet; N 71°34'02" E, 17.56 feet; N 18°25'51" W, 18.21 feet to a point on a non-tangent curve concave Northeasterly having a radius of 50.00 feet, and a central angle of 106°48'50"; from a tangent bearing of N 80°45'36" W run Northwesterly along the arc of said curve, 93.21 feet; N 31°47'40" W, 44.69 feet to a point on a non-tangent curve concave Northwesterly having a radius of 436.00 feet, and a central angle of 15°56'47"; from a tangent bearing of S 58°12'21" W run Southwesterly along the arc of said curve, 121.35 feet; S 74°09'08" W, 308.68 feet to a point of curvature of a curve concave Southeasterly having a radius of 514.00 feet, and a central angle of 20°05'00"; run Southwesterly along the arc of said curve, 180.17 feet; S 54°04'10" W, 67.69 feet to a point of curvature of a curve concave Northerly having a radius of 315.00 feet, and a central angle of 35°55'53"; run Westerly along the arc of said curve, 197.54 feet; N 89°59'58" W, 83.84 feet to a point of curvature of a curve concave Northerly having a radius of 381.00 feet, and a central angle of 34°07'58"; run Westerly along the arc of said curve, 226.97 feet; to a point of reverse curvature of a curve concave Southerly having a radius of 384.88 feet, and a central angle of 34°00'28"; run Westerly along the arc of said curve, 228.44 feet; to a point of reverse curvature of a curve concave Northerly having a radius of 185.00 feet, and a central angle of 35°39'45"; run Westerly along the arc of said curve, 115.15 feet; to a point of compound curvature of a curve concave Easterly having a radius of 47.00 feet, and a central angle of 130°32'06"; run Northerly along the arc of said curve, 107.08 feet; N 76°19'21" E, 28.14 feet; S 89°22'47" E, 9.24 feet; N 75°08'23" E, 42.15 feet; N 66°44'45" E, 45.92 feet; N 58°10'56" E, 7.13 feet; N 40°00'00" E, 8.68 feet; N 28°21'12" E, 21.50 feet; N 19°11'06" E, 7.97 feet; N 05°44'49" E, 22.07 feet; N 09°37'03" E, 18.85 feet; N 28°18'59" E, 25.32 feet; N 39°33'24" E, 18.56 feet; N 51°48'12" E, 17.01 feet; N 53°20'03" E, 12.93 feet; N 67°23'56" E, 18.89 feet; N 61°31'34" E, 16.11 feet; N 85°31'20" E, 16.65 feet; S 84°27'04" E, 14.79 feet; S 66°07'30" E, 25.25 feet; S 70°01'08" E, 21.22 feet; S 76°11'40" E, 28.29 feet; S 81°04'45" E, 15.99 feet; S 63°15'14" E, 32.58 feet; S 71°35'23" E, 7.28 feet; S

83°45'15" E, 20.77 feet; N 86°06'18" E, 21.64 feet; S 75°49'09" E, 17.31 feet; S 87°55'16" E, 10.48 feet; N 72°43'50" E, 26.75 feet; N 60°42'21" E, 36.44 feet; N 77°16'53" E, 19.62 feet; N 68°37'24" E, 7.52 feet; N 57°06'15" E, 21.62 feet; N 48°30'29" E, 7.40 feet; N 29°59'26" E, 8.68 feet; N 13°42'55" E, 39.82 feet; N 10°06'24" E, 32.03 feet; N 01°43'31" W, 29.22 feet; N 05°37'39" W, 26.82 feet; N 12°01'53" W, 42.36 feet; N 21°06'43" W, 7.72 feet; N 36°50'10" W, 37.65 feet; N 47°37'33" W, 25.00 feet; N 56°19'26" W, 44.83 feet; N 49°30'53" W, 55.06 feet; N 59°47'57" W, 8.89 feet; N 72°21'36" W, 36.00 feet; N 82°08'10" W, 65.71 feet; S 89°42'01" W, 51.60 feet; N 80°08'53" W, 56.11 feet; N 89°26'00" W, 8.09 feet; S 81°14'14" W, 46.34 feet; S 78°42'25" W, 40.49 feet; S 77°43'02" W, 63.74 feet; S 79°09'43" W, 47.65 feet; S 72°48'44" W, 44.03 feet; S 63°14'34" W, 42.60 feet; S 57°48'39" W, 28.70 feet; S 64°21'00" W, 20.44 feet; S 67°06'48" W, 29.21 feet; S 83°28'20" W, 29.99 feet; S 83°04'31" W, 27.06 feet; S 84°19'19" W, 42.81 feet to a point of curvature of a curve concave Northeasterly having a radius of 50.00 feet, and a central angle of 83°36'01"; run Northwesterly along the arc of said curve, 72.95 feet; to a point of compound curvature of a curve concave Easterly having a radius of 188.00 feet, and a central angle of 27°45'45"; run Northerly along the arc of said curve, 91.10 feet; S 89°52'10" W, 174.16 feet; thence departing said Plat run along the West line of the Southwest 1/4 of Section 34, N 00°00'19" E, 313.89 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 34 and the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 24 South, Range 27 East; thence continue N 00°00'19" E 498.35 feet to the Southeast corner of the North 5/8 of the Northeast 1/4 of the Southeast 1/4 of Section 33; thence run along the South line of the North 5/8 of the Northeast 1/4 of the Southeast 1/4 of Section 33, N 89°47'57" W, 1326.58 feet to the Southwest corner thereof; thence run along the West line of the North 5/8 of the Northeast 1/4, of the Southeast 1/4 of Section 33, N 00°00'31" E, 835.26 feet to the Northwest corner thereof; thence run along the West line of the Southeast 1/4 of the Northeast 1/4 of Section 33, N 00°00'25" E, 1321.43 feet to the Northwest corner thereof; thence run along the North line of the Southeast 1/4 of the Northeast 1/4 of Section 33, S 89°55'44" E, 1326.40 feet; to the Northeast corner thereof; thence run along the West line of the Northwest 1/4 of Section 34 Township 24 South Range 27 East, N 00°00'06" E, 1329.09 feet to the Northwest corner thereof; thence N 89°53'53" E, 2679.47 feet along the North line of the Northwest 1/4 of Section 34 to the Northeast corner thereof and the Southwest corner of the Southeast 1/4 of Section 27, Township 24 South, Range 27 East; thence N 00°01'11" W, 3964.69 feet along the West line of the East 1/2 of Section 27 to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 27; thence S 89°37'54" W, 1332.15 feet along the South line of the Northeast 1/4 of the Northwest 1/4 of Section 27 to the Southwest corner thereof; thence N 00°08'12" E, 1330.97 feet along the West line of the Northeast 1/4 of the Northwest 1/4 of Section 27 to the Northwest corner thereof; thence S 89°46'29" W, 1328.51 feet along the North line of the Northwest 1/4 of Section 27 to the Northwest corner of Section 27 and the Northeast corner of Section 28, Township 24 South, Range 27 East; thence S 89°48'06" W, 1331.20 feet along the North line of the Northeast 1/4 of the Northeast 1/4 of Section 28, to the Northeast corner of the West 1/2 of the Northeast 1/4 of Section 28; thence S 00°12'18" W, 882.69 feet along the East line of the West 1/2 and the Northeast 1/4 of Section 28, Township 24 South, Range 27 East to a point on the Westerly right of way line of State Road 429 as described in Official Records Book 7070, Page 2553 and Book 7106, Page 2802 of the Public Records of Orange County Florida also being a point on Flamingo Crossings East according to the Plat thereof and recorded in Plat Book 97, Page 95 of the Public Records of Orange County Florida and a point on a non-tangent curve concave Southwesterly having a radius of 2204.09 feet, and a central angle of 07°27'37"; thence from a tangent bearing of N 29°38'58" W run Northwesterly along the arc of said curve, right of way line and Plat, 286.99 feet; thence continue along said right of way line and Plat the following two courses; N 37°06'36" W, 690.17 feet to a point on a non-tangent curve concave Northeasterly having a radius of 808.57 feet, and a central angle of 09°35'40"; from a tangent bearing of N 38°37'50" W run Northwesterly along the arc of said curve, 135.40 feet; thence departing said right of way line continue along said Plat; N 88°48'31" W, 555.60 feet to a point on the right of way line 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 a point on a non-tangent curve concave Westerly having a radius of 1010.00 feet, and a central angle of 02°00'23"; from a tangent bearing of S 05°42'00" E run Southerly along the arc of said curve, Plat and right of way line, 35.37 feet; thence run along said Plat and right of way line the following courses; S 00°27'57" W, 105.56 feet to a point of curvature of a curve concave Westerly having a radius of 899.35 feet, and a central angle of 05°39'43"; run Southerly along the arc of said curve, 88.87 feet; S 06°07'41" W, 311.81 feet to a point of curvature of a curve concave Easterly having a radius of 2004.50 feet, and a central angle of 06°19'57"; run Southerly along the arc of said curve, 221.54 feet; S 00°12'16" E, 702.26 feet; S 23°02'00" E, 19.33 feet; S 00°12'16" E, 198.27 feet; S 14°29'10" W, 29.80 feet to a point on a non-tangent curve concave Westerly having a radius of 2162.49 feet, and a central angle of 07°53'08"; from a tangent bearing of S 00°12'49" W run Southerly along the arc of said curve, 297.62 feet; S 08°05'57" W, 46.90 feet; N 81°54'04" W, 10.00 feet; S 08°05'57" W, 154.78 feet; S 81°54'04" E, 5.50 feet to a point on a non-tangent curve concave Westerly having a radius of 1175.00 feet, and a central angle of 07°00'25"; from a tangent bearing of S 08°05'57" W run Southerly along the arc of said curve, 143.70 feet; S 00°07'03" W, 13.59 feet; thence departing said Plat continue along said right of way line, the following courses; N 89°54'54" W, 160.89 feet to a point on a non-tangent curve concave Westerly having a radius of 1025.00 feet, and a central angle of 10°07'39"; from a tangent bearing of N 18°13'36" E run Northerly along the arc of said curve, 181.18 feet; S 81°54'03" E, 5.50 feet; N 08°05'57" E, 201.68 feet to a point of curvature of a curve concave Westerly having a radius of 2013.49 feet, and a central angle of 08°18'12"; run Northerly along the arc of said curve, 291.80 feet; N 00°12'16" W, 931.40 feet to a point of curvature of a curve concave Easterly having a radius of 2153.50 feet, and a central angle of 06°19'57"; run Northerly along the arc of said curve, 238.01 feet; N 06°07'41" E, 291.80 feet; N 00°07'03" E, 196.68 feet to a point on the South line of the Southwest 1/4 of Section 21, Township 24 South, Range 27 East; thence departing said right of way line, S 89°49'36" W, 453.70 feet along the South line of the Southwest 1/4 of Section 21, Township 24 South, Range 27 East to a point on Flamingo Crossings West according to the Plat thereof and recorded in Plat Book 100, Page 37 of the Public Records of Orange County Florida; thence run along said Plat the following three courses; N 40°17'32" W, 323.52 feet; N 32°21'38" W, 271.63 feet; N 34°30'31" W, 120.76 feet; thence N 46°26'37" W, 108.80 feet along said Plat and its Northwesterly extension; thence S 89°49'14" W, 28.71 feet to a point of curvature of a curve concave Southerly having a radius of 934.00 feet, and a central angle of 01°05'30"; thence run Westerly along the arc of said curve, 17.79 feet; thence S 00°10'31" E, 11.26 feet; thence S 89°49'29" W, 28.35 feet; thence S 04°02'58" E, 4.66 feet; thence S 86°05'06" W, 22.85 feet; thence N 03°54'54" W, 6.14 feet; thence S 89°49'29" W, 173.97 feet to a point of curvature of a curve concave Northerly having a radius of 2158.53 feet, and a central angle of 24°05'38"; thence run Westerly along the arc of said curve, 907.70 feet; thence N 66°04'53" W, 548.81 feet to a point on the West line of the Southwest 1/4 of Section 21, Township 24 South, Range 27 East; thence run along said line, S 00°35'44" W, 1052.90 feet to the Southwest corner thereof; thence entering Section 20, Township 24 South, Range 27 East run S 89°18'37" W, 2676.09 feet along the South line of the Southeast 1/4 of said Section 20, to the Southwest corner thereof; thence N 89°32'00" W, 2636.90 feet run along the South line of the Southwest 1/4 of said Section 20, to the Southwest corner thereof; thence N 00°12'29" E, 1187.50 feet along the West line of the Southwest 1/4 of said Section 20; thence entering Section 19, Township 24 South, Range 27 East run, S 89°00'18" W, 988.08 feet along the South line of the North 150.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 19, to a point on the Easterly right of way line of Avalon Boulevard as described in Deed Book 402, Page 312, Deed Book 402, Page 353 and Deed Book 357 of the Public Records of Orange County Florida; thence run along said right of way line the following two courses; N 19°17'43" E, 1348.72 feet to a point on a non-tangent curve concave Easterly having a radius of 2832.01 feet, and a central angle of 04°49'44"; from a tangent bearing of N 19°16'05" E run Northerly along the arc of said curve, 238.69 feet to a point on the North line of the Northeast 1/4 of the Northeast 1/4 of the Southeast

1/4 of said Section 19; thence N 88°44'55" E, 459.61 feet along said line to the Northeast corner of the Southeast 1/4 of said Section 19; thence entering Section 20, Township 24 South, Range 27 East run N 00°13'41" E, 708.14 feet along the West line of the Northwest 1/4 of said Section 20 to a point on the aforesaid Avalon Road right of way line and a point on a non-tangent curve concave Southeasterly having a radius of 2829.41 feet, and a central angle of 01°55'19"; thence from a tangent bearing of N 41°26'37" E run Northeasterly along the arc of said curve and right of way line, 94.91 feet; thence N 43°21'56" E, 753.57 feet along said right of way line to a point on the North line of the South 1/2 of the Northwest 1/4 of said Section 20; thence N 89°50'32" E, 2068.41 feet along said line to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 20; thence N 00°21'49" E, 1334.18 feet along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 20 to the Northwest corner of the Northeast 1/4; thence S 89°45'19" E, 2697.33 feet along the North line of the Northeast 1/4 of said Section 20 to the Northeast corner of said Section 20 and the Southeast corner of Section 17, Township 24 South, Range 27 East; thence entering said 17 N 00°02'13" E, 2669.40 feet along the East line of the Southeast 1/4 of Section 17 to the Northeast corner thereof; thence S 89°43'49" W, 1347.90 feet along the South line of the East 1/2 of the Northeast 1/4 of Section 17, to the Southwest corner thereof; thence N 00°18'18" W, 2652.68 feet along the West line of the East 1/2 of the Northeast 1/4 of Section 17 to the Northwest corner thereof; thence S 89°39'31" W, 2661.03 feet along the North line of Section 17 to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 17 and the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 8, Township 24 South, Range 27 East; thence N 00°24'44" E, 242.11 feet along the West line of the Southeast 1/4 of the Southwest 1/4 of Section 8 to a point on the Easterly right-of-way line of County Road 545 as described in Deed Book 402, Page 355 of the Public Records of Orange County Florida; said point being a point on a non-tangent curve concave Westerly, having a radius of 2826.01 feet, and a central angle of 19°14'15"; thence from a tangent bearing of N 18°34'50" E, run Northerly along the arc of said curve and right-of-way, 948.86 feet; thence continue along said right-of-way, N 00°39'25" W, 141.86 feet; thence N 89°41'27" E, 1188.92 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of Section 8 to the Northeast corner thereof; thence N 00°15'09" E, 1315.34 feet along the West line of the Northwest 1/4 of the Southeast 1/4 of Section 8 to the Northwest corner thereof; thence N 00°14'57" E, 50.00 feet along the West line of the Northeast 1/4 of Section 8 to a point on the Northerly right-of-way line of Hartzog Road as described in Official Records Book 9782, Page 7172 of the Public Records of Orange County Florida; thence run along said right-of-way line the following three courses; N 89°43'25" E, 671.30 feet; N 23°57'49" E, 158.82 feet to a point on a non-tangent curve concave Southwesterly having a radius of 2750.09 feet, and a central angle of 04°43'07"; from a tangent bearing of S 33°16'29" E run Southeasterly along the arc of said curve, 226.49 feet; thence N 89°43'24" E, 1038.21 feet along the North line of the Southeast 1/4 of Section 8; to a point on Deed recorded in Official Records Book 7121, Page 2952 of the Public Records of Orange County Florida; and a point on a non-tangent curve concave Southerly having a radius of 2894.93 feet, and a central angle of 08°15'21"; thence Entering Section 9, Township 24 South, Range 27 East, from a tangent bearing of N 82°01'15" W run Westerly along the arc of said curve and Deed, 417.14 feet; thence S 89°43'24" W, 258.73 feet along said Deed to a point on the Easterly right of way line of State Road 429 as recorded in Official Records Book 7106, Page 7802 of the Public Records of Orange County Florida; thence run along said right of way line the following two courses; N 21°29'36" W, 110.97 feet; N 20°48'24" W, 1048.03 feet; thence N 00°08'24" E, 211.55 feet along the West line of the East 530.00 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 8; thence S 89°41'25" W, 797.83 feet along the South line of the North 1/2 of the Northeast 1/4 of said Section 8; thence S 89°34'56" W, 1230.74 feet along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 8 to a point on the Easterly right of way line of Avalon Boulevard as described in Deed Book 402, Page 355 of the Public Records of Orange County Florida; thence run along said right of way line the following three courses; N 00°39'25" W, 853.44 feet to a point on a non-tangent curve concave Easterly having a radius of 3241.05 feet, and a central angle of 05°37'30"; from a tangent bearing of N

00°36'59" W run Northerly along the arc of said curve, 318.19 feet; N 05°00'31" E, 152.48 feet; thence N 89°26'29" E, 1220.84 feet along the North line of the Northwest 1/4 of said Section 8 to the Northeast corner thereof; thence N 89°39'25" E, 2650.62 feet along the North line of the Northeast 1/4 of said Section 8 to the Northeast corner thereof; thence entering Section 9, Township 24 South, Range 27 East run, N 89°46'07" E, 1608.33 feet along the North line of the Northwest 1/4 of said Section 9; to a point on Southerly right of way line of Seidel Road as described in Deed Book 789, Page 243 and Deed Book 892, Page 552 of the Public Records of Orange County Florida and a non-tangent curve concave Northerly having a radius of 357.62 feet, and a central angle of 23°38'08"; thence from a tangent bearing of S 66°08'04" W run Westerly along the arc of said curve and right of way line, 147.53 feet; thence run along said right of way line the following three courses; S 89°46'01" W, 139.26 feet; S 89°46'07" W, 1325.83 feet; S 89°39'24" W, 554.03 feet; thence run along a right of way line described in Official Records Book 7070, Page 2553 of the Public Records of Orange County Florida the following twelve courses; S 00°20'32" E, 20.00 feet; S 89°39'28" W, 363.61 feet; S 84°38'15" W, 372.03 feet; S 00°20'32" E, 14.94 feet; S 89°40'22" W, 138.87 feet; S 42°20'36" W, 55.11 feet; S 00°03'00" W, 857.17 feet to a point of curvature of a curve concave Northeasterly having a radius of 250.01 feet, and a central angle of 90°21'35"; run Southeasterly along the arc of said curve, 394.28 feet; N 89°41'19" E, 364.69 feet; S 00°18'35" E, 80.00 feet; S 89°41'25" W, 481.37 feet to a point on a non-tangent curve concave Northeasterly having a radius of 350.02 feet, and a central angle of 72°08'18"; from a tangent bearing of N 70°50'15" W run Northwesterly along the arc of said curve, 440.69 feet; thence S 89°41'15" W, 483.83 feet along a right of way line described in Official Records Book 7106, Page 2802 of the Public Records of Orange County Florida to a point that is 10.00 feet Easterly of when measure perpendicular to the Easterly right of way line of aforesaid State Road 429; and a point on a non-tangent curve concave Easterly having a radius of 3721.85 feet, and a central angle of 03°53'37"; thence from a tangent bearing of S 16°54'47" E run Southerly along the arc of said curve and a line that is 10.00 feet Easterly of and parallel with said right of way line, 252.93 feet; thence S 20°48'24" E, 96.16 feet along said parallel to its intersection with a line that is 10.00 feet North of and parallel with the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 8; thence N 89°41'25" E, 83.88 feet along said line that is 10.00 feet North of and parallel with the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 8, to its intersection with the West line of the East 520.00 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 8; thence S 00°08'24" W, 219.78 feet along the West line of the East 520.00 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 8, to its intersection with a line that is 10.00 feet East of when measure perpendicular to the Easterly right of way line of aforesaid State Road 429; thence S 20°48'24" E, 836.45 feet along said parallel line to a point on a Deed described in Official Records Book 9324, Page 367 of the Public Records of Orange County Florida; thence run along said Deed the following six courses; S 87°25'27" E, 291.32 feet; thence N 88°48'53" E, 166.97 feet; N 86°44'00" E, 142.45 feet; N 06°27'19" W, 91.16 feet; N 28°52'42" E, 302.51 feet; N 69°30'43" E, 659.82 feet to a point on a deed described in Official Records Book 10810, Page 147 of the Public Records of Orange County Florida; thence run along said Deed the following four courses; N 84°17'43" E, 306.52 feet; N 55°03'52" E, 1274.60 feet; N 33°11'17" E, 877.94 feet; N 08°37'23" E, 258.89 feet; thence N 89°46'07" E, 980.18 feet along the North line of the Northwest 1/4 of said Section 9 to the Northeast corner thereof; thence S 00°03'05" W, 2653.53 feet along the East line of the Northwest 1/4 of said Section 9 to the Southeast corner thereof; thence N 89°44'05" E, 1325.36 feet along the South line of the Southeast 1/4 of the Northwest 1/4 of Section 9 to the Southwest corner thereof; thence S 00°08'51" W, 1314.23 feet along the East line of the Northwest 1/4 of the Southwest 1/4 of Section 9 to the Southeast corner thereof; thence N 89°45'10" E, 1327.55 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of Section 9 to the Northeast corner thereof; thence S 00°03'05" W, 1314.64 feet along the East line of the Southeast 1/4 of the Southwest 1/4 of Section 9 to the Southeast corner of the Southwest 1/4 of Section 9; thence N 89°53'46" E, 2633.36 feet along the South line of the Southeast 1/4 of Section 9 to the Southeast corner thereof and the Southwest corner of Section 10, Township 24

South, Range 27 East; thence N 00°15'35" E, 5286.81 feet along the West section line of Section 10 to the Northwest corner thereof and the Southwest corner of Section 3, Township 24 South, Range 27 East; thence N 00°11'50" W, 2661.64 feet along the West line of the Southwest 1/4, Section 3 to the Northwest corner thereof; thence N 89°39'50" E, 3976.31 feet along the North line of the South half of Section 3 to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 3; thence S 00°04'39" E, 1326.78 feet along the East line of the Northwest 1/4 of the Southeast 1/4 of Section 3 to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 3; thence N 89°37'16" E, 1328.99 feet along the North line of the Southeast 1/4 of the Southeast 1/4 of Section 3 to the Northeast corner thereof and the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 2, Township 24 South, Range 27 East; thence N 00°07'50" W, 1325.78 feet along the West line of Northwest 1/4, of the Southwest 1/4, of Section 2 to the Northwest corner thereof; thence N 00°07'43" W, 400.13 feet along the West line of the Northwest 1/4, of Section 2; thence run along the Northerly boundary of a deed recorded in Official Records Book 1457, Page 934 of the Public Records of Orange County Florida the following three courses; N 86°46'13" E, 1024.87 feet; N 77°37'23" E, 1103.42 feet; N 53°18'38" E, 1872.82 feet to a point on the Southerly right-of-way line of Reams Road as shown on Plat book 3, Page 85 of the Public Records of Orange County Florida; thence run along said right-of-way line the following three courses; S 43°40'10" E, 1382.92 feet to the beginning of a curve concave to the Northeast, having a radius of 546.86 feet and a central angle of 46°21'00"; thence run Southeasterly along the arc of said curve 442.39 feet; thence N 89°58'50" E, 341.61 feet; thence leaving said right-of-way, run S 00°19'24" E, 603.75 feet along the East line of the Northeast 1/4 of Section 2, to the Southeast corner thereof, and the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 1, Township 24 South, Range 27 East; thence N 89°43'47" E, along the North line of the Northwest 1/4 of the Southwest 1/4 of Section 1, 1297.19 feet to a point 25 feet West of the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 1; thence N 00°12'21" W, 598.76 feet along a line that is 25.00 feet West of and parallel to the West line of the Southeast 1/4 of the Northwest 1/4 of Section 1 to the Southerly right-of-way line of aforesaid Reams Road; thence N 89°56'46" E, 100.00 feet along said Southerly right-of-way of Reams Road; thence run along the Easterly and Northerly boundary of a deed recorded in Official Records Book 1465, Page 307 of the Public Records of Orange County Florida the following five courses; S 02°04'12" E, 523.43 feet; N 89°43'40" E, 52.00 feet; S 00°12'21" E, 49.00 feet; N 89°43'41" E, 229.00 feet; S 00°12'25" E, 26.23 feet; thence N 89°43'47" E, 1039.16 feet along the North line of the South half of Section 1 to a point 90.00 feet East of the Northeast corner of the Southwest 1/4 of Section 1; thence S 05°34'33" W, 911.86 feet; thence S 00°05'18" E, 420.00 feet along the East line of the Northeast 1/4 of the Southwest 1/4 of Section 1 to the Southeast corner thereof; thence N 89°44'10" E, 2649.93 feet along the North line of the South half of the Southeast 1/4 of Section 1 to the Point of Beginning.

Less the following recorded parcels in the Public Records of Orange County Florida:

Book 2688, Page 1702	Instrument 20050766353
Book 6194, Page 4392	Instrument 20160090446
Book 9745, Page 8716	Instrument 20160316309
Book 10275, Page 7457	Instrument 20160316310
Book 10304, Page 8949	Instrument 20160344785
Book 10681, Page 7447	Instrument 20210271782
Book 10681, Page 7453	Instrument 20220000060
Book 10681, Page 7458	Instrument 20220073431
Book 10778, Page 5071	Instrument 20220542316
Book 10987, Page 8396	
Instrument 20050679647	

DESCRIPTION OF
DEVELOPERS' AGREEMENT
IN OSCEOLA COUNTY, FLORIDA

A parcel of land lying in Sections 1, 2, 11 through 14, 23 through 26, Township 25 South, Range 27 East, and Sections 5 through 9, 16 through 20, 30 and 31, Township 25 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of said Section 6, run along the North line of the Northwest 1/4 of Section 6, Township 25 South, Range 28 East run, S 89°56'54" E, 2748.82 feet to the Northeast corner thereof; thence S 89°36'01" E, 2646.94 feet along the North line of the Northeast 1/4 of said Section 6 to the Northeast corner thereof; thence entering Section 5, Township 25 South, Range 28 East run N 89°42'15" E, 2600.72 feet along the North line of the Northwest 1/4 of said Section 5 to the Northeast corner thereof; thence S 89°17'26" E, 153.63 feet along the North line of the Northeast 1/4 of said Section 5 to a point on the State Road 400 right of way line shown on Map Section 92130-2401 and dated August 28, 1969; thence run along said right of way line the following three courses; S 38°30'29" W, 248.14 feet to a point of curvature of a curve concave Northwesterly having a radius of 85794.19 feet, and a central angle of 01°26'58"; run Southwesterly along the arc of said curve, 2170.39 feet; S 39°57'27" W, 2021.20 feet; thence S 01°12'07" W, 1838.47 feet along the West line of the Southwest 1/4 of said Section 5 to the Southwest corner thereof; thence entering Section 8, Township 25 South, Range 28 East run N 89°47'15" E, 2643.05 feet along the North line of the Northwest 1/4 of said Section 8 to the Northeast corner thereof; thence N 89°44'15" E, 2642.73 feet along the North line of the Northeast 1/4 of said Section 8 to the Northeast corner thereof; thence entering Section 9, Township 25 South, Range 28 East run N 89°47'42" E, 1315.60 feet along the North line of the West 1/2 of the Northwest 1/4 of said Section 9 to the Northeast corner thereof; thence S 00°04'39" E, 2645.23 feet along the East line of the West 1/2 of the Northwest 1/4 of said Section 9; thence S 00°03'27" E, 1320.49 feet along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 9; thence N 89°46'36" E, 1311.24 feet along the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 9; thence N 89°54'53" E, 1343.01 feet along the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 9; thence S 00°00'12" E, 1320.26 feet along the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 9; thence S 89°58'40" W, 1342.90 feet along the South line of the Southwest 1/4 of the Southeast 1/4 of said Section 9; thence S 89°42'06" W, 1310.10 feet along the South line of the Southeast 1/4 of the Southwest 1/4 of said Section 9; thence entering Section 16, Township 25 South, Range 28 East run S 00°42'14" E, 1335.79 feet along the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 16; thence S 89°44'25" W, 1319.70 feet along the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 16; thence S 00°17'31" E, 1334.87 feet along the West line of the Southwest 1/4 of the Northwest 1/4 of said Section 16; thence N 89°46'42" E, 2658.61 feet along the North line of the Southwest 1/4 of said Section 16; thence S 01°06'54" E, 1338.43 feet along the East line of the Northeast 1/4 of the Southwest 1/4 of said Section 16; thence S 89°51'04" W, 2677.84 feet along the South line of the North 1/2, of the Southwest 1/4 of said Section 16; thence S 00°17'31" E, 1334.87 feet West line of the Southwest 1/4 of the Southwest 1/4 of said Section 16 to the Southwest corner of said Section 16; thence entering Section 20, Township 25 South, Range 28 East run S 00°20'44" E, 5339.36 feet along the East line of said Section 20 to the Southeast corner thereof; thence S 89°31'09" W, 5313.04 feet along the South line of said Section 20 to the Southwest corner thereof; thence entering Section 30, Township 25 South, Range 28 East run S 00°24'07" W, 5287.28 feet along the East line of said Section 30 to the Southeast corner thereof; thence entering Section 31, Township 25 South, Range 28 East run S 00°25'58" W, 2630.53 feet along the East line of the Northeast 1/4 of said Section 31 to the Southeast corner thereof; thence S 00°26'32" W, 1339.91 feet along the East line of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence S 89°38'07" W, 1325.49 feet along the South line of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence N 00°21'55" E, 1337.78 feet along the West

line of the Northeast 1/4 of the Southeast 1/4 of said Section 31; thence S 89°32'39" W, 663.66 feet along the South line of the East 1/2 of the West 1/2 of the Northeast 1/4 of said Section 31; thence N 00°19'27" E, 2635.75 feet along the West line of the East 1/2 of the West 1/2 of the Northeast 1/4 of said Section 31; thence entering Section 30, Township 25 South, Range 28 East run S 89°41'46" W, 665.30 feet along the South line of the Southeast 1/4 of said Section 30; thence S 89°41'31" W, 2661.88 feet along the South line of the Southwest 1/4 of said Section 30 to the Southwest corner thereof; thence entering Section 25, Township 25 South, Range 27 East run S 89°54'33" W, 2658.96 feet run along the South line of the Southeast 1/4 of said Section 25 to the Southwest corner thereof; thence S 89°52'03" W, 2644.80 feet along the South line of the Southwest 1/4 of said Section 25 to the Southwest corner thereof; thence entering Section 26, Township 25 South, Range 27 East run S 89°49'42" W, 1327.07 feet along the South line of the Southeast 1/4 of the Southeast 1/4 of said Section 26; thence N 00°03'44" W, 1330.70 feet along West line of the Southeast 1/4 of the Southeast 1/4 of said Section 26; thence S 89°52'21" W, 1326.94 feet along South line of the Northwest 1/4 of the Southeast 1/4 of said Section 26; thence N 00°03'24" W, 1331.72 feet along West line of the Northwest 1/4 of the Southeast 1/4 of said Section 26; thence S 89°55'00" W, 1666.58 feet along the South line of the Northwest 1/4 of said Section 26; thence N 00°00'25" W, 1930.44 feet along the West line of the East 5/8 of the Northwest 1/4 of said Section 26, to a point on the Easterly right of way line of State Road 400 as described in Official Records Book 2326, Page 701 of the Public Records of Osceola County Florida and a non-tangent curve concave Southeasterly having a radius of 3921.00 feet, and a central angle of 14°53'09"; thence from a tangent bearing of N 25°02'25" E run Northeasterly along the arc of said curve and right of way line, 1018.71 feet; thence continue along said right of way line the following two courses; N 39°57'15" E, 901.93 feet; N 50°02'45" W, 9.00 feet; thence N 39°57'15" E, 654.77 feet along the State Road 400 right of way line shown on Map Section 92130-2401 and dated August 28, 1969; thence N 89°45'55" E, 128.02 feet along the North line of the Southeast 1/4 of the Southwest 1/4 Section 23, Township 25 South, Range 27 East; thence N 00°05'36" E, 3974.79 feet along the East line of the West 1/2 of said Section 23; thence entering Section 14, Township 25 South, Range 27 East run N 00°01'48" W, 1338.67 feet along West line of the Southwest 1/4 of the Southeast 1/4 of said Section 14; thence S 89°58'43" W, 431.70 feet along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence N 00°04'30" W, 1337.83 feet along the East line of the West 235.00 feet of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence S 89°52'00" W, 235.00 feet along the South line of the Northwest 1/4 of said Section 14; thence N 00°04'30" W, 1328.24 feet along the West line of East 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 14; thence S 89°49'34" W, 334.40 feet; along the South line of the East 1/2 of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 14; thence N 00°05'51" W, 1328.00 feet along the West line of the East 1/2 of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 14; thence entering Section 11, Township 25 South, Range 27 East run S 89°47'08" W, 1004.74 feet along the Southwest 1/4 of said Section 11; thence N 00°10'06" E, 666.14 feet along the West line of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 11; thence S 89°53'39" W, 419.88 feet along the South line of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 11; thence N 00°16'32" E, 208.71 feet along a line that is 208.71 feet East of and parallel with the East right of way line of County Road 545 as shown on Map Section 9257-150 dated June 21, 1955; thence S 89°53'43" W, 208.71 feet along a line that is 208.71 feet North of and parallel with South line of the Southwest 1/4 of said Section 11; thence N 00°16'32" E, 458.63 feet along the aforesaid East right of way line of County Road 545; thence S 89°59'41" E, 293.67 feet along the North line of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 11; thence N 00°13'21" E, 666.77 feet along the West line of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 11; thence S 89°53'03" E, 666.11 feet along the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 11; thence N 00°06'58" E, 615.49 feet along the West line of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 11; thence S 89°46'25" E, 332.34 feet along

a line 50.00 feet South of and parallel with the North line of the Southwest 1/4 of said Section 11; thence N 00°13'26" E, 50.00 feet West line of the Northeast 1/4 of the Southwest 1/4 of said Section 11; thence S 89°46'24" E, 332.44 feet along the South line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 11; thence N 00°00'19" W, 663.86 feet along the West line of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 11; thence S 89°51'37" E, 331.87 feet along the North line of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 11; thence N 00°03'15" W, 1328.72 feet along the West line of the East 1/4 of the Northwest 1/4 of said Section 11; thence N 89°57'56" E, 661.47 feet along the North line of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 11; thence N 00°09'06" W, 665.37 feet along the West line of the Northeast 1/4 of said Section 11 to the Northwest corner of the Northeast 1/4 of said Section 11; thence entering Section 2, Township 25 South, Range 27 East run N 00°22'03" E, 5290.72 feet along the West line of the East 1/2 of said Section 2; thence S 89°44'07" W, 495.03 feet along a line 10.00 feet South of and parallel with the North line of the Northwest 1/4 of said Section 2; thence S 00°22'03" W, 1390.09 feet along a line 495.00 feet West of and parallel with the West line of the East 1/2 of said Section 2; thence S 89°44'07" W, 2110.14 feet along a line 1400.00 feet South of and parallel with the North line of the Northwest 1/4 of said Section 2 to a point on the Easterly boundary of de-annexation Resolution No. 442 on record at Reedy Creek Improvement District; thence run along said boundary the following courses; N 02°17'23" E, 40.72 feet; N 18°56'28" E, 11.18 feet; N 00°08'32" E, 14.20 feet; N 45°08'32" E, 35.36 feet; S 89°51'28" E, 4.49 feet; N 00°08'32" E, 60.00 feet; N 44°51'28" W, 35.36 feet; N 00°08'32" E, 10.44 feet; N 44°51'28" W, 4.24 feet; N 00°08'32" E, 346.14 feet; N 01°09'08" W, 176.69 feet; N 44°51'28" W, 39.61 feet; N 00°08'32" E, 660.14 feet to a point on the North line of the Northwest 1/4 of said Section 2 and being 25.00 feet East of the Northwest corner of said Section 2; thence N 89°44'07" E, 2636.05 feet along the North line of the Northwest 1/4 of said Section 2 to the Northeast corner thereof; thence N 89°48'35" E, 2652.59 feet along the North line of the Northeast 1/4 of said Section 2 to the Northeast corner thereof; thence entering Section 1, Township 25 South, Range 27 East run N 89°46'36" E, 2656.21 feet along the North line of the Northwest 1/4 of said Section 1 to the Northeast corner thereof; thence N 89°50'04" E, 2658.48 feet along the North line of the Northeast 1/4 of said Section 1 to the Northeast corner thereof to the Point of Beginning, containing 11063.93, acres more or less.

Less and except the following:

A parcel of land lying in Sections 11 through 14, Township 25 South, Range 27 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 11 corner of said Section 11, run along the West line of the Northeast 1/4 of said Section 11, S 00°09'07" E, 132.00 feet; thence N 89°52'08" E, 1175.60 feet along a line that is 132.00 feet South of and parallel with the North line of the Northeast 1/4 of said Section 11 to a point on the boundary of de-annexation Resolution No. 291 as described in Official Records Book 1235, Page 1769 of the Public Records of Osceola County, Florida, and the Point of Beginning; thence continue along aforesaid parallel line, N 89°52'11" E, 240.29 feet to a point on a deed recorded in Official Records Book 1563, Page 2410 of the Public Records of Osceola County Florida; thence run along said line following two courses; S 79°55'37" E, 62.09 feet; N 89°52'08" E, 193.48 feet to a point on a deed recorded in Official Records Book 1674, Page 2470 of the Public Records of Osceola County Florida; thence run along said deed the following five courses; S 00°07'52" E, 207.00 feet; S 89°52'08" W, 350.00 feet; S 00°07'52" E, 500.00 feet; N 89°52'08" E, 400.00 feet; N 00°07'52" W, 707.00 feet to a point on the aforementioned deed recorded in Official Records Book 1563, Page 2410; thence run along said deed the following courses; N 89°52'09" E, 2.14 feet; S 45°03'23" E, 42.36 feet; S 00°00'00" E, 174.79 feet to a point of curvature of a curve concave Easterly having a radius of 1597.84 feet, and a

central angle of 09°05'25"; run Southerly along the arc of said curve, 253.51 feet; S 09°05'25" E, 282.87 feet to a point of curvature of a curve concave Westerly having a radius of 1457.85 feet, and a central angle of 26°10'31"; run Southerly along the arc of said curve, 666.01 feet; S 17°05'06" W, 544.65 feet to a point of curvature of a curve concave Northeasterly having a radius of 1597.85 feet, and a central angle of 102°07'51"; run Southeasterly along the arc of said curve, 2848.19 feet to a point on a deed recorded in Official Records Book 1674, Page 2470 of the Public Records of Osceola County Florida; thence departing deed recorded in Official Records Book 1674, Page 2470 following the deed recorded in Official Records Book 1674, Page 2470 following courses; said point being a point of compound curvature of a curve concave Northerly having a radius of 1597.89 feet, and a central angle of 07°30'00"; run Easterly along the arc of said curve, 209.16 feet; S 54°40'11" E, 66.55 feet; S 12°49'30" E, 117.68 feet to a point on a non-tangent curve concave Easterly having a radius of 2009.86 feet, and a central angle of 24°18'27"; from a tangent bearing of S 10°48'36" W run Southerly along the arc of said curve, 852.67 feet; S 13°29'51" E, 341.79 feet; S 13°29'51" E, 408.71 feet to a point of curvature of a curve concave Westerly having a radius of 1809.86 feet, and a central angle of 11°41'10"; run Southerly along the arc of said curve, 369.14 feet; to a point of compound curvature of a curve concave Westerly having a radius of 1809.86 feet, and a central angle of 17°06'44"; thence run Southerly along the arc of said curve, 540.54 feet; S 15°17'58" W, 294.15 feet; thence departing said deed run along the Westerly right of way line of State Road 400 and World Drive Interchange as described in Official Records Book 1659, Page 1492 of the Public Records of Osceola County Florida the following courses; S 15°15'17" W, 300.03 feet; N 74°44'43" W, 45.00 feet; S 17°31'41" W, 302.54 feet; thence S 15°15'11" W, 177.35 feet to a point on a non-tangent curve concave Easterly having a radius of 4501.37 feet, and a central angle of 06°46'34"; from a tangent bearing of S 15°15'19" W run Southerly along the arc of said curve, 532.35 feet; S 08°28'42" W, 421.43 feet; S 81°31'15" E, 26.00 feet; S 08°28'45" W, 543.00 feet; N 81°31'15" W, 26.00 feet; S 08°28'44" W, 1288.75 feet to a point of curvature of a curve concave Northwesterly having a radius of 1051.92 feet, and a central angle of 30°21'09"; run Southwesterly along the arc of said curve, 557.26 feet; S 38°49'53" W, 892.32 feet to a point on the aforesaid Reedy Creek Improvement District de-annexation Resolution No. 291; thence run along said de-annexation boundary the following courses; N 34°24'01" W, 342.34 feet; thence N 41°10'58" E, 504.10 feet; N 56°53'24" W, 1046.80 feet; N 00°00'05" W, 182.99 feet; N 00°00'05" W, 262.45 feet; N 00°00'05" W, 604.56 feet; N 20°22'32" E, 1354.78 feet; N 39°36'34" E, 1142.27 feet; N 89°59'55" E, 550.00 feet; N 00°00'05" W, 1600.00 feet; N 53°58'26" W, 680.07 feet; N 11°08'10" W, 1105.17 feet; N 44°36'19" W, 1268.50 feet; N 61°15'45" W, 889.74 feet; N 18°33'37" W, 469.54 feet; thence N 00°00'05" W, 391.70 feet; N 89°59'55" E, 48.91 feet; N 06°11'23" E, 746.77 feet; thence N 13°51'33" E, 679.15 feet; N 45°31'55" E, 264.41 feet; N 89°59'55" E, 356.15 feet; thence N 00°00'05" W, 317.21 feet to the Point of Beginning, containing 263.49 acres, more or less.

AND

A parcel of land lying in Sections 11 through 14, Township 25 South, Range 27 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 corner of said Section 11, run along the North line of the Northeast 1/4 of said Section 11, S 00°09'07" E, 132.00 feet; thence N 89°52'08" E, 1922.52 feet along a line that is 132.00 feet South of and parallel with the North line of the Northeast 1/4 of said Section 11 to a point on Southerly right of way line of State Road 530 and a point on the boundary of de-annexation Resolution No. 291 as described in Official Records Book 1235, Page 1769 of the Public Records of Osceola County, Florida, and the Point of Beginning; thence run along said boundaries the following five courses; N 89°52'07" E, 728.48 feet; N 89°52'44" E, 1251.91 feet; N 89°50'43" E, 190.56 feet to a point on a non-tangent curve concave Northeasterly having a radius of 814.00 feet, and a central angle of 20°35'33"; from a tangent bearing of S 19°06'55" E run Southeasterly along the arc of said curve,

292.56 feet; to a point on a non-tangent curve concave Northeasterly having a radius of 1073.93 feet, and a central angle of 17°34'32"; from a tangent bearing of S 36°35'41" E run Southeasterly along the arc of said curve, 329.43 feet; thence departing said right of way line continue along the aforesaid de-annexation boundary the following courses; S 00°08'00" E, 455.76 feet; N 89°52'00" E, 20.00 feet; S 00°08'00" E, 488.84 feet to a point on a non-tangent curve concave Westerly having a radius of 1759.86 feet, and a central angle of 33°38'13"; from a tangent bearing of S 00°08'08" E run Southerly along the arc of said curve, 1033.17 feet; S 33°30'09" W, 1183.50 feet to a point of curvature of a curve concave Southeasterly having a radius of 2059.86 feet, and a central angle of 14°13'45"; run Southwesterly along the arc of said curve, 511.56 feet; to a point on a non-tangent curve concave Northerly having a radius of 1457.89 feet, and a central angle of 12°05'33"; from a tangent bearing of S 82°51'48" W run Westerly along the arc of said curve, 307.69 feet; to a point of compound curvature of a curve concave Northerly having a radius of 1457.79 feet, and a central angle of 29°15'05"; run Westerly along the arc of said curve, 744.25 feet; N 34°12'14" E, 149.99 feet; N 38°16'56" W, 139.49 feet; N 20°31'56" W, 110.01 feet; N 70°14'49" W, 129.46 feet; N 45°48'22" W, 132.54 feet; S 89°14'11" W, 181.70 feet to a point on a non-tangent curve concave Easterly having a radius of 1457.85 feet, and a central angle of 47°22'50"; from a tangent bearing of N 30°17'44" W run Northerly along the arc of said curve, 1205.56 feet; N 17°05'06" E, 386.62 feet; S 72°54'50" E, 290.44 feet; N 10°23'11" E, 320.40 feet; N 04°30'12" E, 320.81 feet; N 87°47'48" W, 244.99 feet to a point on a non-tangent curve concave Westerly having a radius of 1597.84 feet, and a central angle of 11°17'38"; from a tangent bearing of N 02°12'13" E run Northerly along the arc of said curve, 314.96 feet; N 09°05'25" W, 282.87 feet to a point of curvature of a curve concave Easterly having a radius of 1457.85 feet, and a central angle of 09°05'25"; run Northerly along the arc of said curve, 231.30 feet; N 00°00'00" E, 186.09 feet; N 44°56'12" E, 42.49 feet to the Point of Beginning, containing 191.436 Acres, more or less.

AND

A parcel of land lying in Sections 12 and 13, Township 25 South, Range 27 East and Section 7, Township 25 South, Range 28 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 7, run along the West line of the Northwest 1/4 of said Section 7, S 00°16'52" W, 182.00 feet, to a point on Southerly right of way line of State Road 530 and a point on the boundary of de-annexation Resolution No. 291 as described in Official Records Book 1235, Page 1769 of the Public Records of Osceola County, Florida, and the Point of Beginning; thence run along said de-annexation boundary the following courses; N 89°36'48" E, 1370.16 feet to a point on a non-tangent curve concave Southerly having a radius of 2774.79 feet, and a central angle of 14°35'33"; from a tangent bearing of S 87°18'45" E run Easterly along the arc of said curve, 706.70 feet; S 72°43'12" E, 120.32 feet; S 68°43'12" E, 476.40 feet to a point of curvature of a curve concave Southwesterly having a radius of 310.00 feet, and a central angle of 64°11'44"; run Southeasterly along the arc of said curve, 347.33 feet; to a point of compound curvature of a curve concave Westerly having a radius of 710.00 feet, and a central angle of 43°41'01"; run Southerly along the arc of said curve, 541.32 feet; S 39°09'33" W, 593.50 feet; S 39°49'53" W, 428.75 feet to a point on a non-tangent curve concave Northwesterly having a radius of 17038.73 feet, and a central angle of 00°07'01"; from a tangent bearing of S 39°57'15" W run Southwesterly along the arc of said curve, 34.76 feet; to a point of compound curvature of a curve concave Northwesterly having a radius of 17038.73 feet, and a central angle of 00°07'00"; run Southwesterly along the arc of said curve, 34.73 feet; to a point of compound curvature of a curve concave Northwesterly having a radius of 17038.73 feet, and a central angle of 05°07'15"; run Southwesterly along the arc of said curve, 1522.83 feet; to a point of reverse curvature of a curve concave Southeasterly having a radius of 17338.73 feet, and a central angle of 07°18'35"; run Southwesterly along the arc of said curve, 2212.08

feet; to a point of compound curvature of a curve concave Southeasterly having a radius of 17338.73 feet, and a central angle of 03°23'57"; run Southwesterly along the arc of said curve, 1028.62 feet; to a point of reverse curvature of a curve concave Northwesterly having a radius of 17038.73 feet, and a central angle of 05°03'27"; run Southwesterly along the arc of said curve, 1503.98 feet; S 44°18'34" W, 2356.77 feet to a point on a non-tangent curve concave Northerly having a radius of 451.67 feet, and a central angle of 120°17'51"; from a tangent bearing of S 44°19'15" W run Westerly along the arc of said curve, 948.32 feet; to a point of compound curvature of a curve concave Easterly having a radius of 1767.86 feet, and a central angle of 30°38'14"; run Northerly along the arc of said curve, 945.31 feet; N 15°15'17" E, 57.43 feet; N 74°44'43" W, 42.00 feet; N 10°06'45" E, 301.24 feet; N 15°17'20" E, 293.98 feet to a point on a non-tangent curve concave Westerly having a radius of 2009.86 feet, and a central angle of 28°47'54"; from a tangent bearing of N 15°18'05" E run Northerly along the arc of said curve, 1010.21 feet; N 13°29'49" W, 750.50 feet to a point of curvature of a curve concave Easterly having a radius of 1809.86 feet, and a central angle of 30°18'27"; run Northerly along the arc of said curve, 957.35 feet; N 46°27'10" E, 105.97 feet; to a point on a non-tangent curve concave Southeasterly having a radius of 1759.86 feet, and a central angle of 13°41'33"; from a tangent bearing of N 19°48'38" E run Northeasterly along the arc of said curve, 420.57 feet; N 33°30'11" E, 1183.50 feet to a point of curvature of a curve concave Westerly having a radius of 2059.86 feet, and a central angle of 33°23'10"; run Northerly along the arc of said curve, 1200.27 feet; N 05°42'05" E, 369.98 feet to a point of curvature of a curve concave Southeasterly having a radius of 426.87 feet, and a central angle of 56°29'55"; run Northeasterly along the arc of said curve, 420.93 feet; N 62°12'02" E, 1022.85 feet to a point of curvature of a curve concave Southerly having a radius of 1789.72 feet, and a central angle of 15°19'53"; run Easterly along the arc of said curve, 478.90 feet; to a point on a non-tangent curve concave Southerly having a radius of 1791.86 feet, and a central angle of 03°26'13"; from a tangent bearing of N 78°45'37" E run Easterly along the arc of said curve, 107.49 feet; to a point of compound curvature of a curve concave Southerly having a radius of 2181.28 feet, and a central angle of 06°37'08"; run Easterly along the arc of said curve, 251.98 feet; N 88°49'08" E, 659.02 feet; N 89°50'46" E, 591.75 feet to the Point of Beginning, containing 744.473 acres, more or less.

AND

A parcel of land lying in Sections 12, 13, 23 and 24, Township 25 South, Range 27 East and Sections 7,8,9, 17 through 20 and 30, Township 25 South, Range 28 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 9, run along the West line of the Northwest 1/4 of said Section 9, S 00°08'49" E, 132.00 feet, to a point on Southerly right of way line of State Road 530 and a point on the boundary of de-annexation Resolution No. 291 as described in Official Records Book 1235, Page 1769 of the Public Records of Osceola County, Florida, and the Point of Beginning; thence run along said de-annexation boundary the following courses; N 89°47'42" E, 622.99 feet to a point on a non-tangent curve concave Northeasterly having a radius of 450.00 feet, and a central angle of 59°52'20"; from a tangent bearing of S 00°12'18" E run Southeasterly along the arc of said curve, 470.24 feet; S 60°04'38" E, 118.30 feet to a point of curvature of a curve concave Southwesterly having a radius of 150.00 feet, and a central angle of 60°00'00"; run Southeasterly along the arc of said curve, 157.08 feet; N 89°55'21" E, 40.00 feet; S 00°04'25" E, 2369.91 feet; N 89°56'33" E, 50.00 feet; S 00°03'27" E, 512.31 feet; S 00°03'27" E, 358.24 feet; S 47°23'03" W, 1794.78 feet; N 75°57'54" W, 2061.55 feet; S 53°52'46" W, 4747.05 feet; S 13°19'33" E, 1235.00 feet; S 57°29'14" E, 837.20 feet; S 26°03'58" E, 3172.66 feet; S 45°00'05" E, 707.11 feet; S 09°55'30" W, 2030.39 feet; N 65°37'30" W, 1163.91 feet; N 44°47'06" W, 1831.04 feet; S 48°53'12" W, 715.92 feet; N 65°37'30" W, 341.01 feet; N 26°33'59" W, 2124.26 feet; S 68°44'53" W, 965.66 feet; S 16°54'23" E, 5330.34 feet; S 50°31'34" W, 1101.14 feet; N 41°38'06" W,

4214.56 feet; N 18°02'08" W, 2261.08 feet; S 89°59'55" W, 1650.00 feet; S 00°00'05" E, 1224.24 feet; S 35°39'14" W, 1200.88 feet; S 89°59'55" W, 1800.00 feet; N 34°46'45" W, 1157.70 feet; N 27°43'20" W, 492.90 feet; N 01°09'30" W, 124.30 feet; N 50°54'37" W, 282.74 feet; S 59°21'14" W, 36.00 feet; N 38°52'34" W, 156.01 feet; N 39°57'15" E, 502.67 feet; N 43°58'16" E, 1918.88 feet to a point of curvature of a curve concave Southerly having a radius of 622.20 feet, and a central angle of 73°46'51"; run Easterly along the arc of said curve, 801.22 feet; to a point of compound curvature of a curve concave Southwesterly having a radius of 2405.91 feet, and a central angle of 15°39'49"; run Southeasterly along the arc of said curve, 657.74 feet; to a point on a non-tangent curve concave Southwesterly having a radius of 3677.60 feet, and a central angle of 09°13'43"; from a tangent bearing of S 46°35'06" E run Southeasterly along the arc of said curve, 592.35 feet; S 37°21'28" E, 61.64 feet; N 52°38'37" E, 295.00 feet; N 37°21'24" W, 236.29 feet; N 33°58'59" W, 295.13 feet to a point of curvature of a curve concave Easterly having a radius of 724.53 feet, and a central angle of 32°07'27"; run Northerly along the arc of said curve, 406.22 feet; N 01°51'30" W, 914.66 feet to a point of curvature of a curve concave Easterly having a radius of 1433.91 feet, and a central angle of 30°54'26"; run Northerly along the arc of said curve, 773.50 feet; N 31°08'21" E, 714.41 feet; N 32°17'07" E, 68.88 feet to a point of curvature of a curve concave Southeasterly having a radius of 4489.66 feet, and a central angle of 06°27'44"; run Northeasterly along the arc of said curve, 506.37 feet; N 38°44'50" E, 91.15 feet; N 51°13'07" W, 15.63 feet; N 39°57'15" E, 399.78 feet to a point of curvature of a curve concave Southeasterly having a radius of 17028.73 feet, and a central angle of 05°21'16"; run Northeasterly along the arc of said curve, 1591.38 feet; to a point of reverse curvature of a curve concave Northwesterly having a radius of 17348.73 feet, and a central angle of 00°22'04"; run Northeasterly along the arc of said curve, 111.39 feet; N 45°03'33" W, 10.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 17341.08 feet, and a central angle of 04°36'46"; from a tangent bearing of N 44°56'25" E run Northeasterly along the arc of said curve, 1396.13 feet; to a point of compound curvature of a curve concave Northwesterly having a radius of 17338.73 feet, and a central angle of 05°43'39"; run Northeasterly along the arc of said curve, 1733.24 feet; to a point of reverse curvature of a curve concave Southeasterly having a radius of 17038.73 feet, and a central angle of 05°21'16"; run Northeasterly along the arc of said curve, 1592.32 feet; N 39°57'15" E, 942.63 feet; N 44°36'59" E, 348.99 feet to a point on a non-tangent curve concave Southeasterly having a radius of 1342.44 feet, and a central angle of 24°30'00"; from a tangent bearing of N 44°44'08" E run Northeasterly along the arc of said curve, 574.04 feet; N 69°14'08" E, 1832.61 feet; S 47°43'15" E, 1148.63 feet; S 37°11'45" E, 2082.95 feet; N 52°48'15" E, 150.00 feet; N 37°11'45" W, 2096.77 feet; N 47°43'15" W, 1086.16 feet; N 69°14'08" E, 104.92 feet to a point of curvature of a curve concave Southerly having a radius of 1342.40 feet, and a central angle of 19°21'25"; run Easterly along the arc of said curve, 453.52 feet; N 88°35'33" E, 600.08 feet; N 83°15'36" E, 300.22 feet; thence N 89°45'45" E, 3676.81 feet to the Point of Beginning, containing 2908.288 acres, more or less.

AND

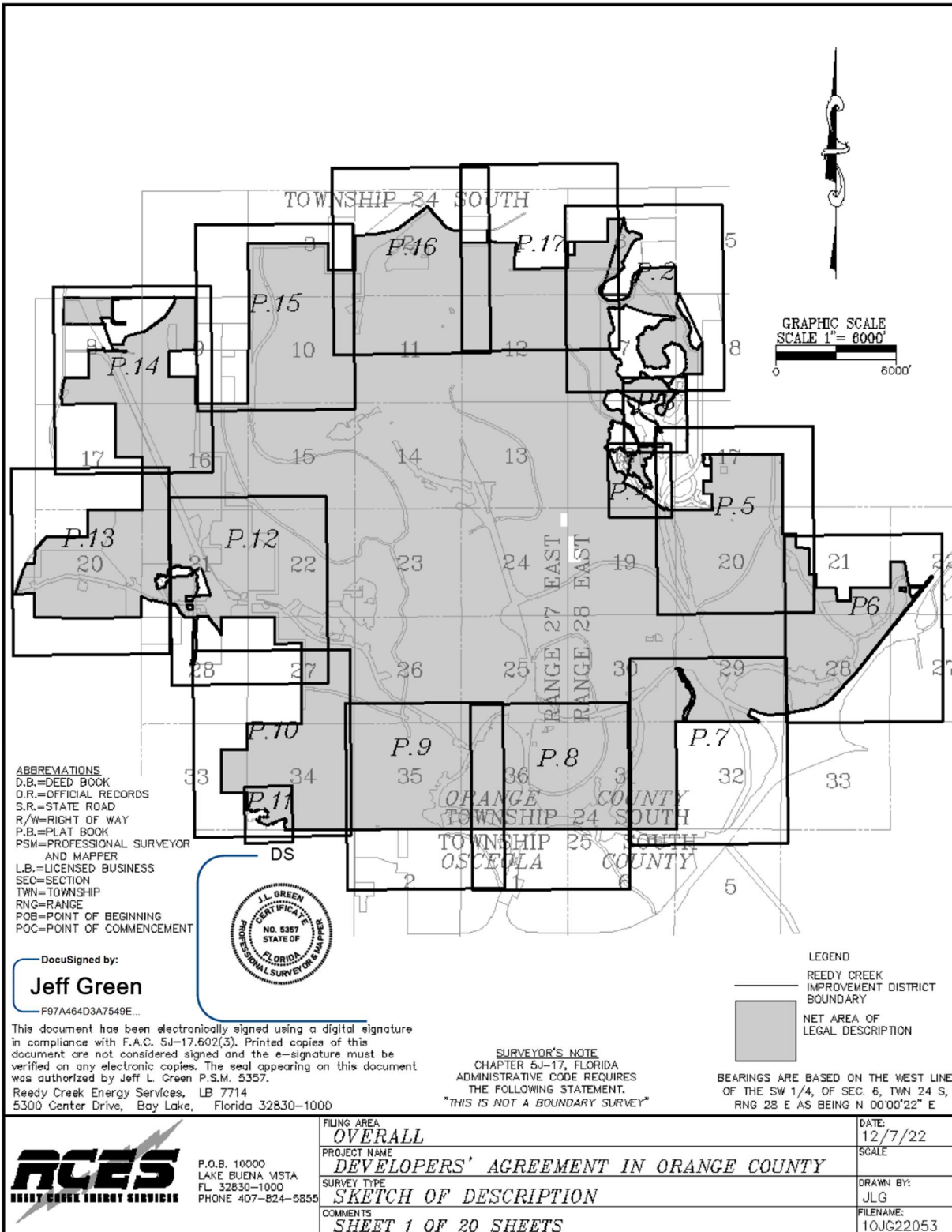
A parcel of land lying in Sections 23 through 26, Township 25 South, Range 27 East, and Section 30, Township 25 South, Range 28 East Osceola County, Florida, and being more particularly described as follows:

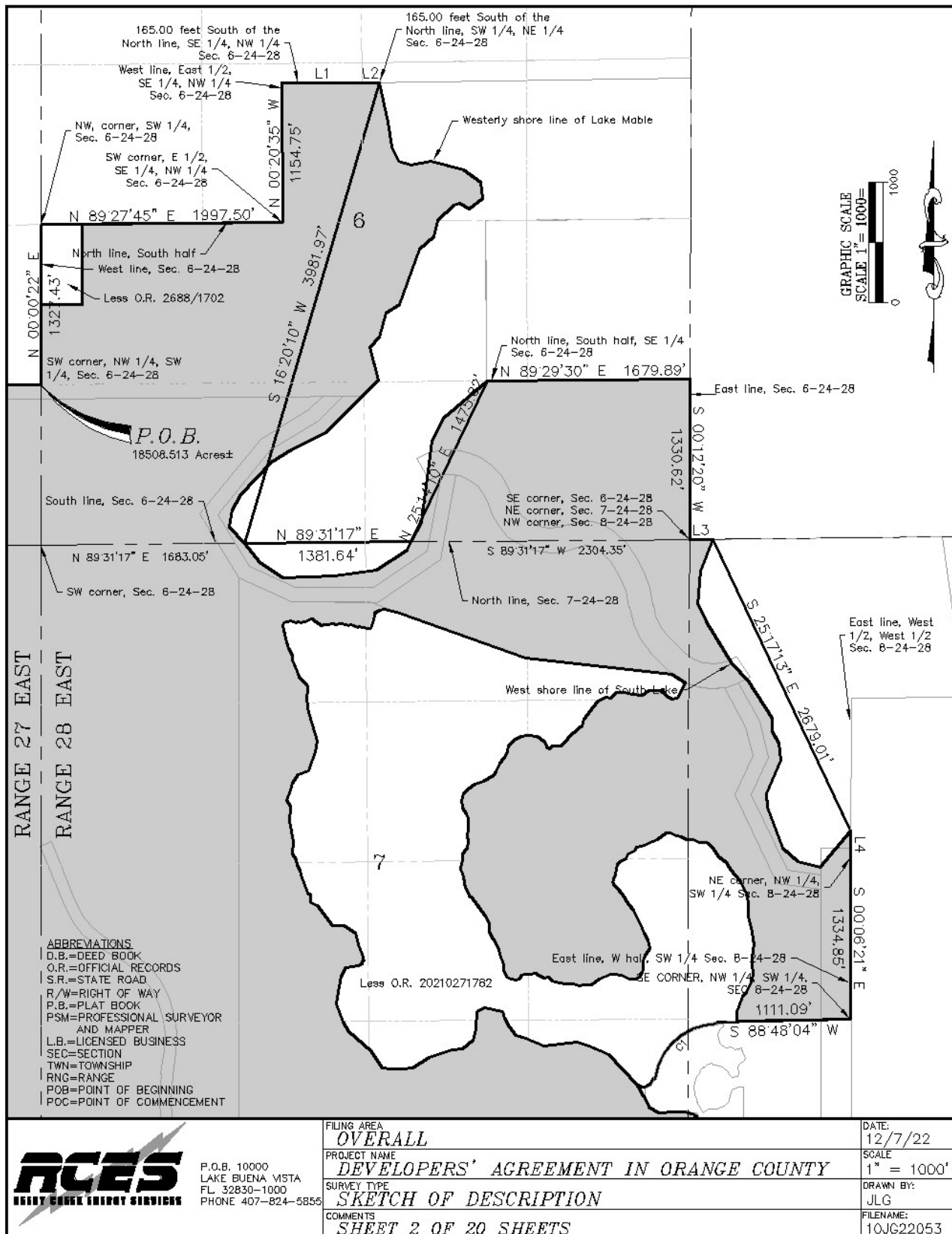
Commence at the Southeast corner of said Section 26, run along the East line of the Southeast 1/4 of said Section 26, N 00°04'03" W, 120.00 feet, to a point on the boundary of de-annexation Resolution No. 291 as described in Official Records Book 1235, Page 1769 of the Public Records of Osceola County, Florida, and the Point of Beginning; thence run along said de-annexation boundary the following courses; S 89°49'18" W, 678.98 feet; S 89°56'16" W, 41.46 feet; S 89°50'11" W, 486.67 feet; N 00°07'53" W, 333.92 feet; N 00°07'43" W, 177.25 feet; N 00°07'56" E, 113.61 feet; N 00°00'15" E, 50.16 feet; N 00°04'00" W, 631.66 feet; S 89°52'13" W, 494.06 feet; S 89°55'05" W, 828.90 feet; N 90°00'00" W, 5.12

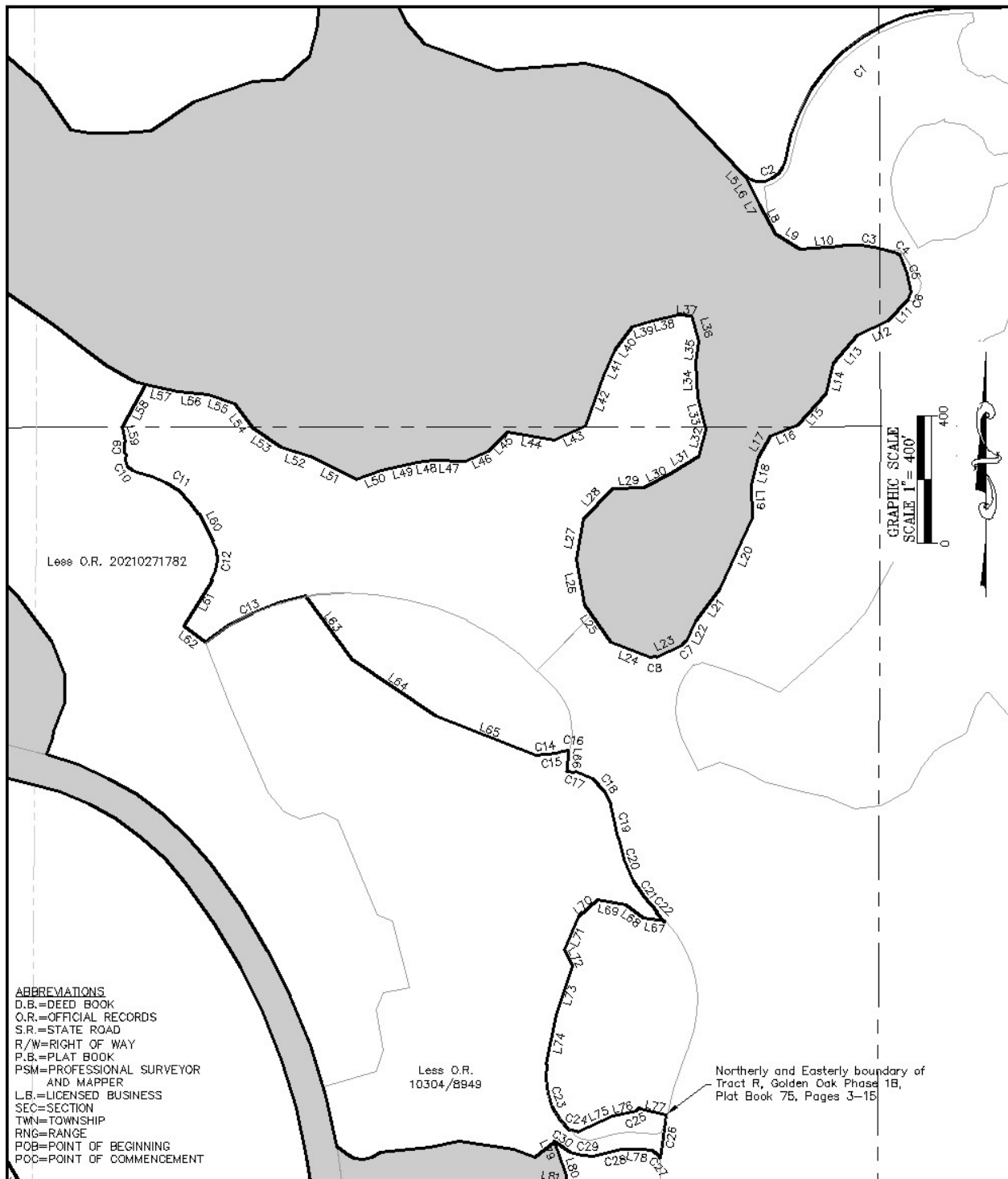
feet; N 00°08'04" W, 183.39 feet; N 00°08'11" W, 68.07 feet; N 00°03'24" W, 394.13 feet; N 00°08'11" W, 655.92 feet; N 00°13'25" W, 23.67 feet; S 89°55'00" W, 128.49 feet; N 89°31'49" W, 397.18 feet; N 89°31'34" W, 122.10 feet; N 89°32'10" W, 47.99 feet; N 89°31'47" W, 361.14 feet; N 89°31'38" W, 68.77 feet; N 89°32'02" W, 98.33 feet; N 89°31'40" W, 203.89 feet; N 09°35'39" W, 23.58 feet; N 34°30'31" E, 3.49 feet; N 89°39'50" W, 46.97 feet; S 89°55'09" W, 105.90 feet; N 00°00'26" W, 1997.80 feet; N 39°37'22" E, 1530.02 feet; N 39°37'22" E, 3105.08 feet; S 25°35'45" E, 1405.42 feet; S 48°02'51" W, 2129.92 feet; S 27°09'04" E, 2191.46 feet; N 89°59'55" E, 429.40 feet; N 42°34'45" E, 61.38 feet; N 77°28'31" E, 6.16 feet; S 80°50'28" E, 42.95 feet; S 76°40'19" E, 50.95 feet; N 78°08'48" E, 34.33 feet; S 30°04'17" E, 4.22 feet; S 76°06'37" E, 130.56 feet; N 89°59'55" E, 618.64 feet; N 00°00'05" W, 1750.00 feet; S 85°45'54" E, 2707.40 feet; S 38°39'40" E, 320.15 feet; S 01°48'36" E, 382.26 feet; S 54°54'10" W, 2031.38 feet; S 34°49'33" E, 1400.89 feet; N 66°34'12" E, 2012.03 feet; N 89°59'55" E, 1596.15 feet; S 41°29'52" E, 1068.10 feet; S 16°30'11" W, 1408.01 feet; S 60°01'01" W, 808.14 feet; N 44°46'55" W, 709.83 feet; N 00°00'05" W, 700.00 feet; S 89°59'55" W, 1100.00 feet; S 15°22'30" W, 829.70 feet; S 89°59'55" W, 620.00 feet; S 00°00'05" E, 250.00 feet; N 89°45'12" E, 331.16 feet; N 22°25'57" E, 47.85 feet; N 32°49'38" W, 99.62 feet; N 06°38'41" W, 20.86 feet; N 67°06'55" E, 58.35 feet; N 80°46'35" E, 124.29 feet; N 59°15'21" E, 74.38 feet; N 76°39'34" E, 72.66 feet; S 59°47'48" E, 57.26 feet; S 54°56'34" E, 123.34 feet; S 58°10'29" E, 79.63 feet; S 30°10'31" E, 44.20 feet; S 06°24'36" E, 107.82 feet; S 11°28'54" W, 73.24 feet; S 17°38'04" W, 10.26 feet; S 67°56'29" E, 225.59 feet; N 45°25'09" E, 16.32 feet; S 61°51'19" E, 58.22 feet; S 30°56'12" E, 14.64 feet; S 67°56'29" E, 748.10 feet; S 89°54'33" W, 2032.92 feet; S 89°51'55" W, 2644.56 feet; S 00°04'03" E, 79.89 feet; S 89°49'42" W, 1207.06 feet; N 89°49'42" E, 1207.06 feet to the Point of Beginning, containing 829.134 acres, more or less.

Less the following recorded parcel in the Public Records of Osceola County Florida:

O.R. Book 6074, Page 1234





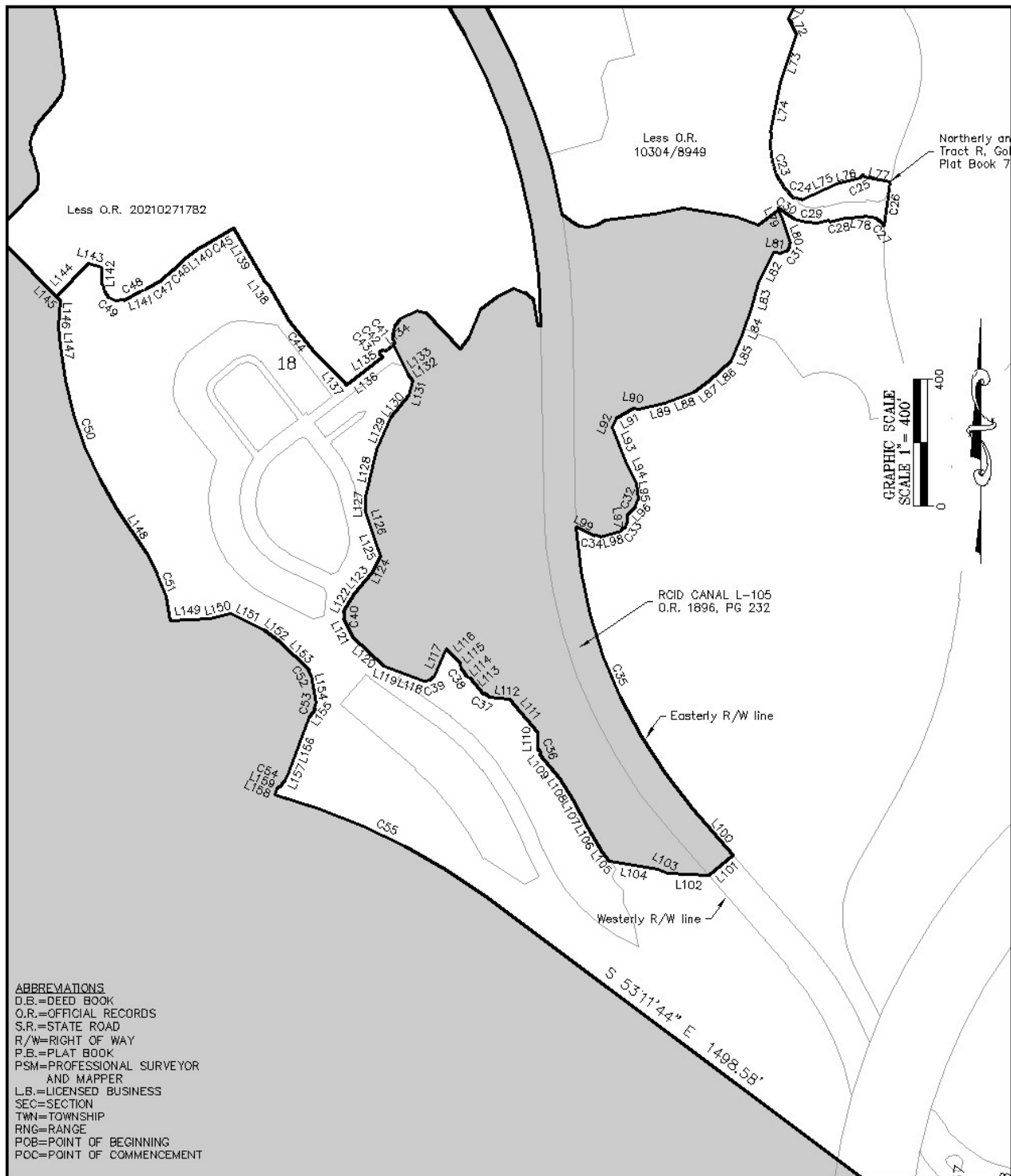


ABBREVIATIONS
 D.B.=DEED BOOK
 O.R.=OFFICIAL RECORDS
 S.R.=STATE ROAD
 R/W=RIGHT OF WAY
 P.B.=PLAT BOOK
 PSM=PROFESSIONAL SURVEYOR
 AND MAPPER
 L.B.=LICENSED BUSINESS
 SEC=SECTION
 TWN=TOWNSHIP
 RNG=RANGE
 POB=POINT OF BEGINNING
 POC=POINT OF COMMENCEMENT



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

FILING AREA	OVERALL	DATE:	12/7/22
PROJECT NAME	DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE	1" = 400'
SURVEY TYPE	SKETCH OF DESCRIPTION	DRAWN BY:	JLG
COMMENTS	SHEET 3 OF 20 SHEETS	FILENAME:	10JG22053



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 D.B.=DEED BOOK
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 TWN=TOWNSHIP
 RNG=RANGE
 POB=POINT OF BEGINNING
 POC=POINT OF COMMENCEMENT



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

FILING AREA
OVERALL

PROJECT NAME
DEVELOPERS' AGREEMENT IN ORANGE COUNTY

SURVEY TYPE
SKETCH OF DESCRIPTION

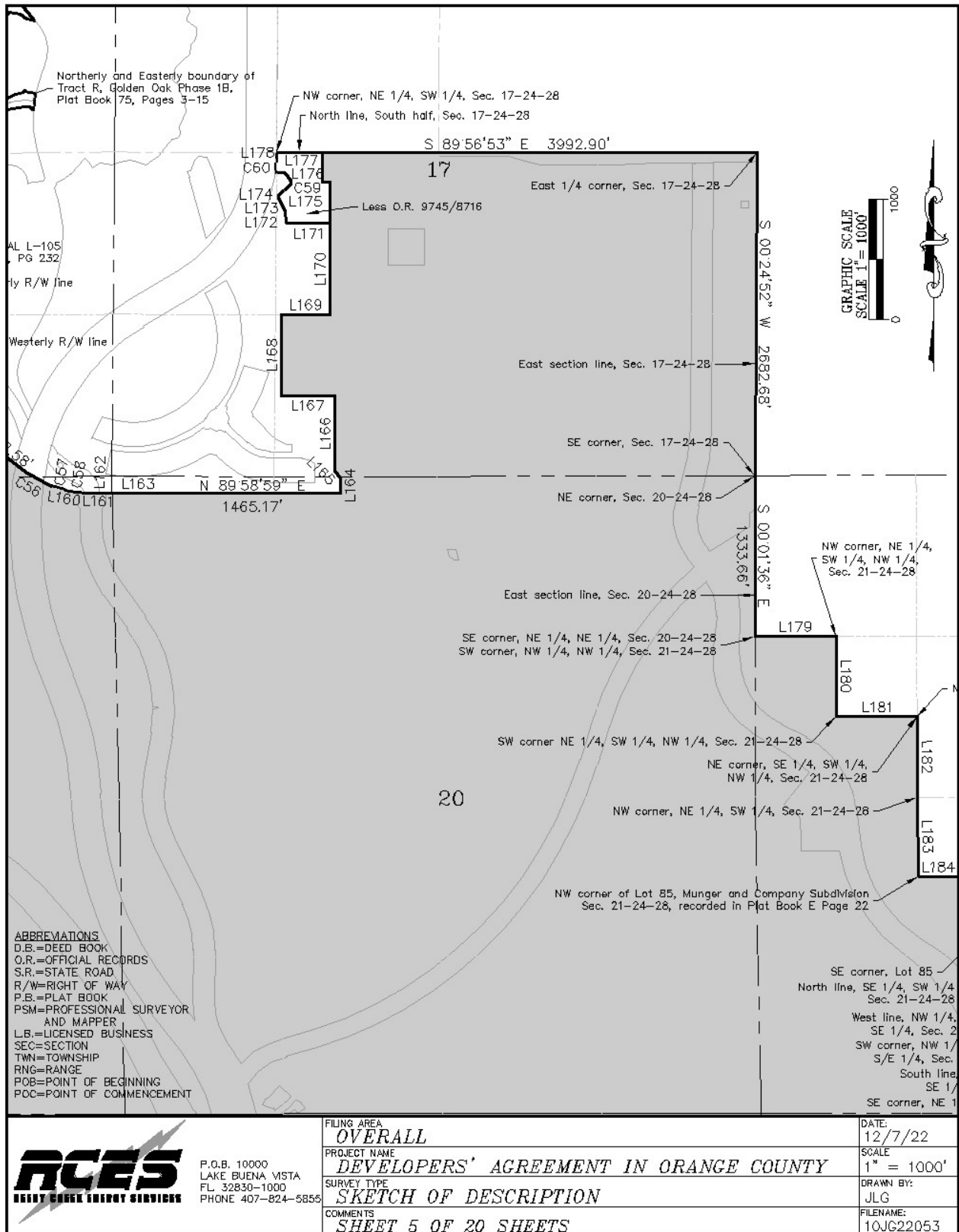
COMMENTS
SHEET 4 OF 20 SHEETS

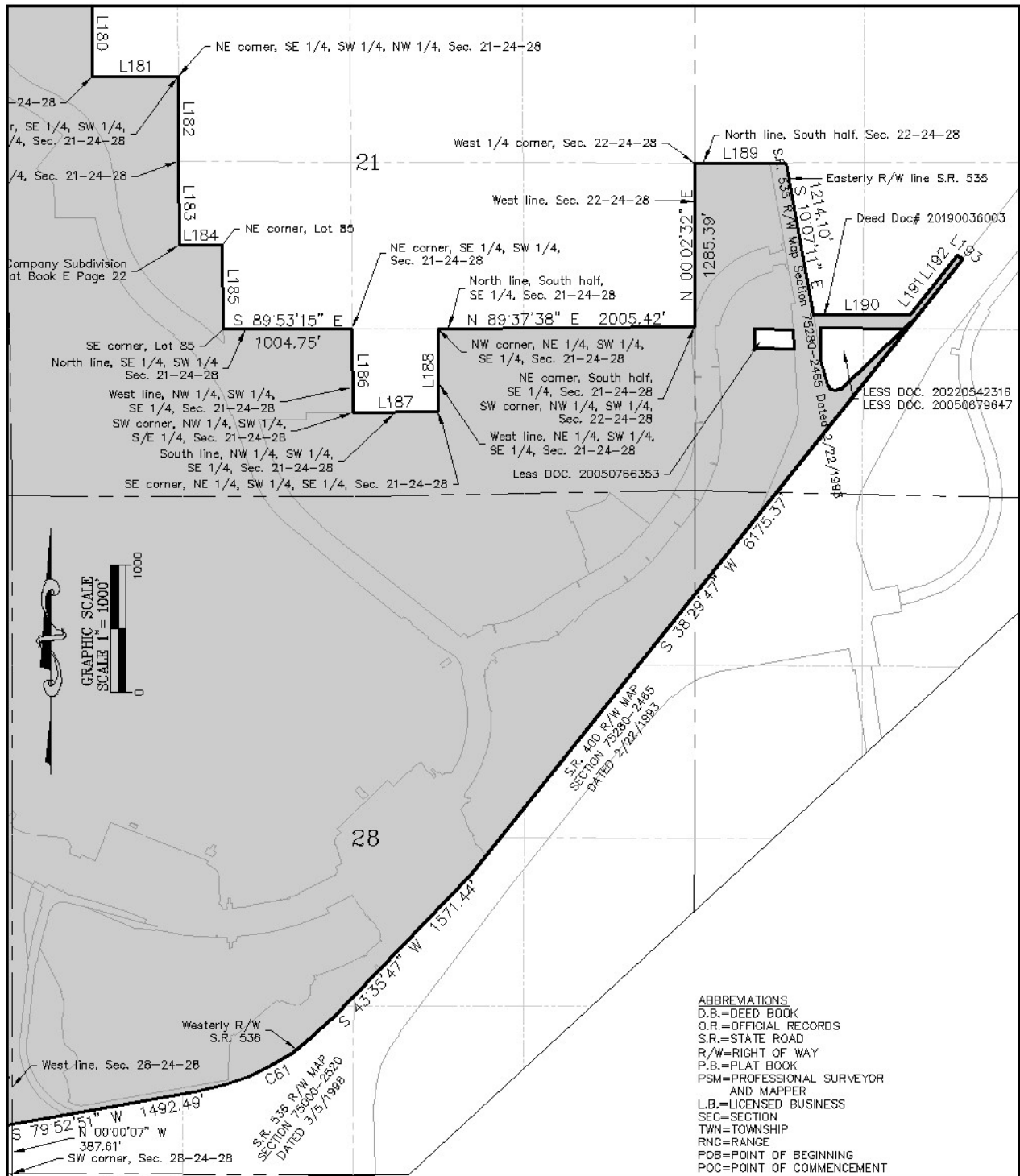
DATE:
12/7/22


SCALE
1" = 400'

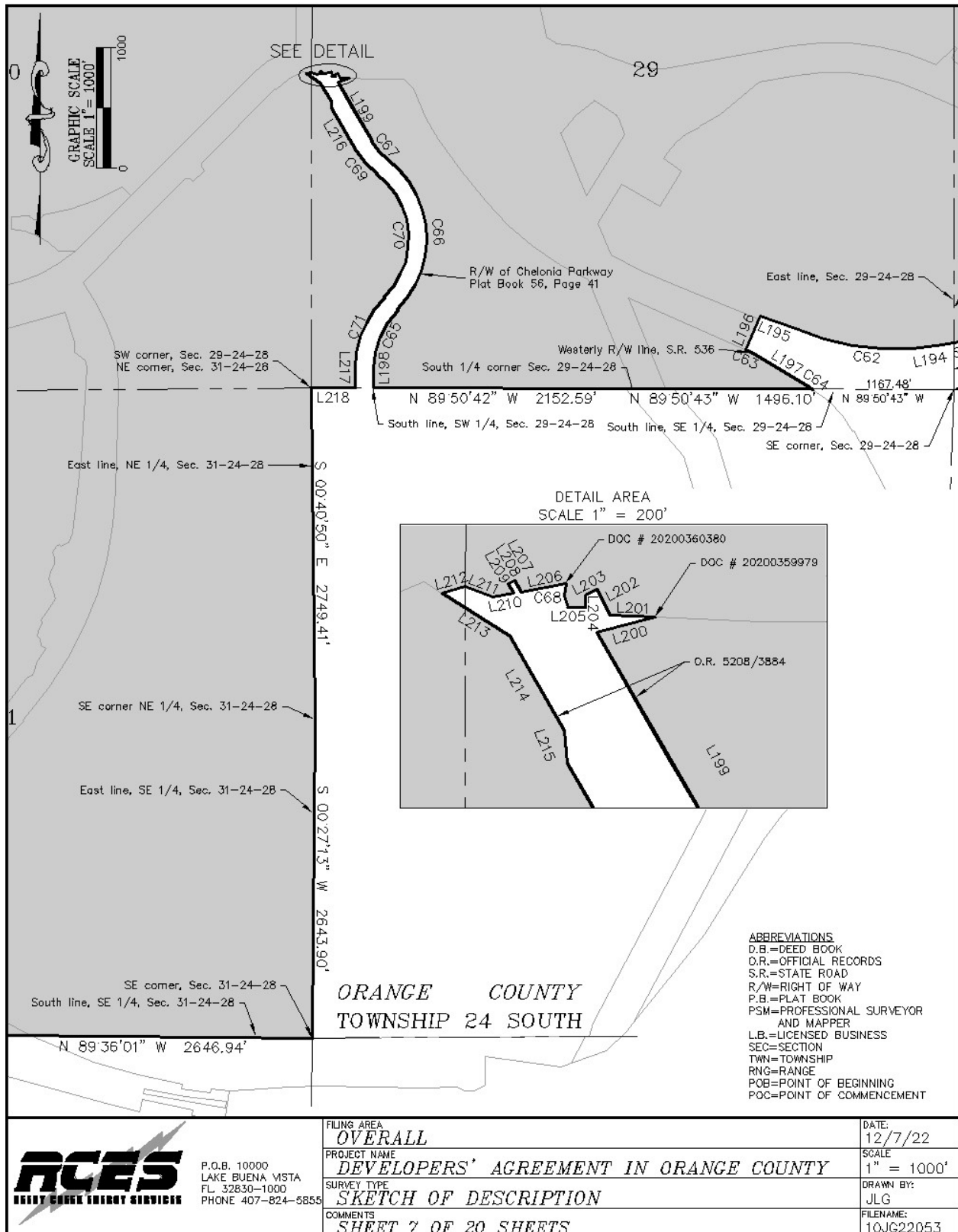
DRAWN BY:
JLG

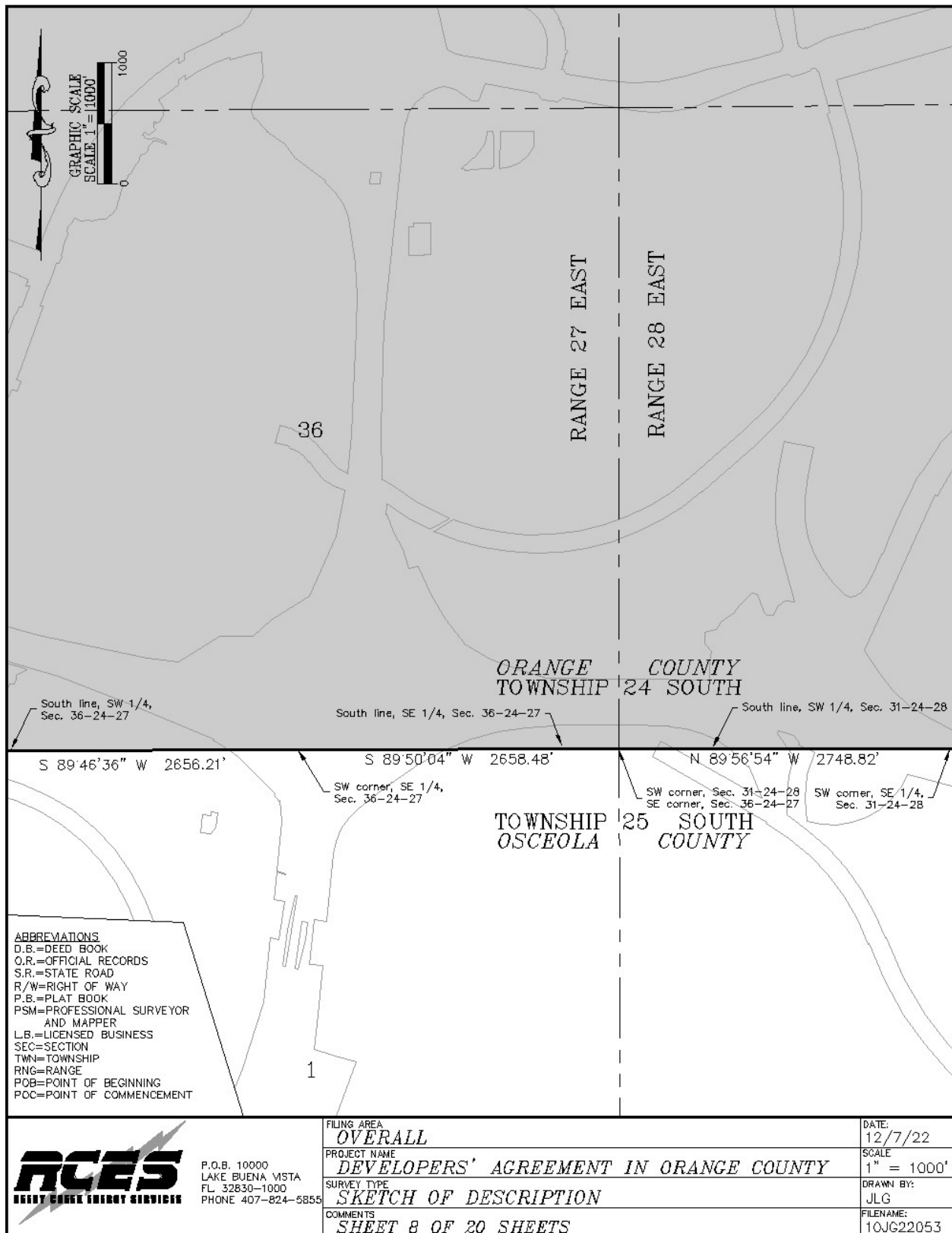
FILENAME:
10JG22053

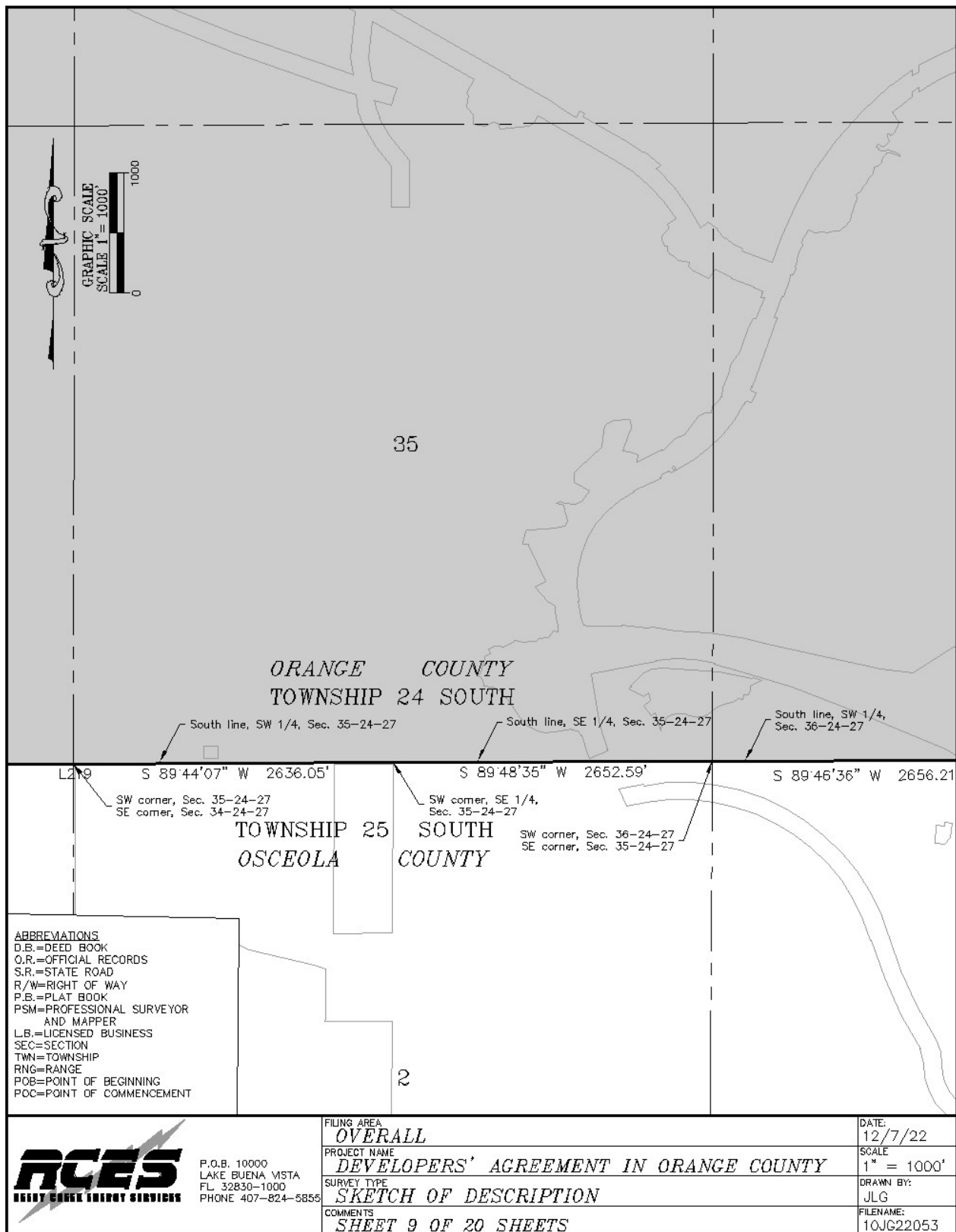


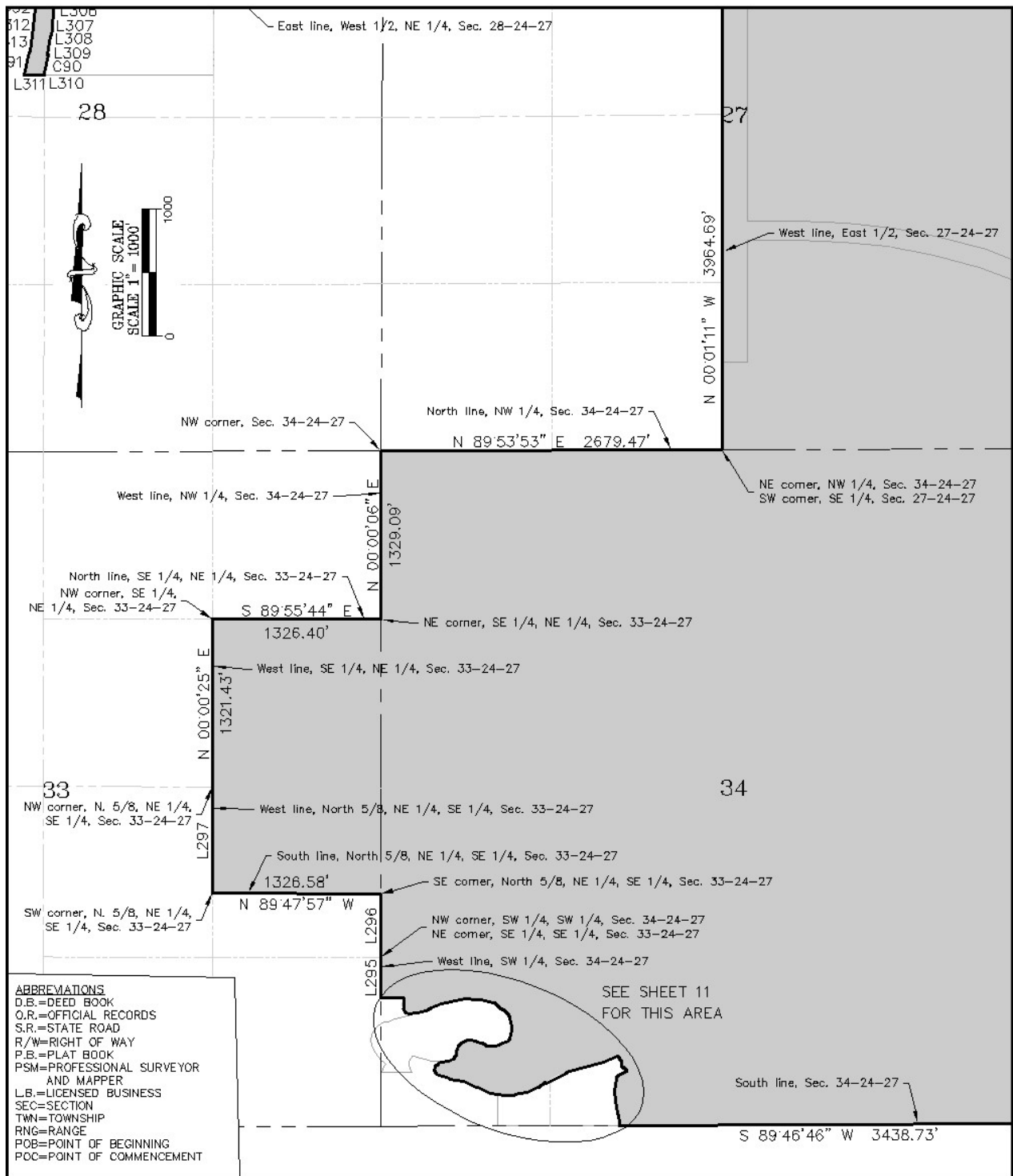



 <p>ACES ACQUISITION ENERGY SERVICES</p> <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	<p>FILING AREA OVERALL</p>	<p>DATE: 12/7/22</p>
	<p>PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY</p>	<p>SCALE 1" = 1000'</p>
	<p>SURVEY TYPE SKETCH OF DESCRIPTION</p>	<p>DRAWN BY: JLG</p>
	<p>COMMENTS SHEET 6 OF 20 SHEETS</p>	<p>FILENAME: 10JG22053</p>

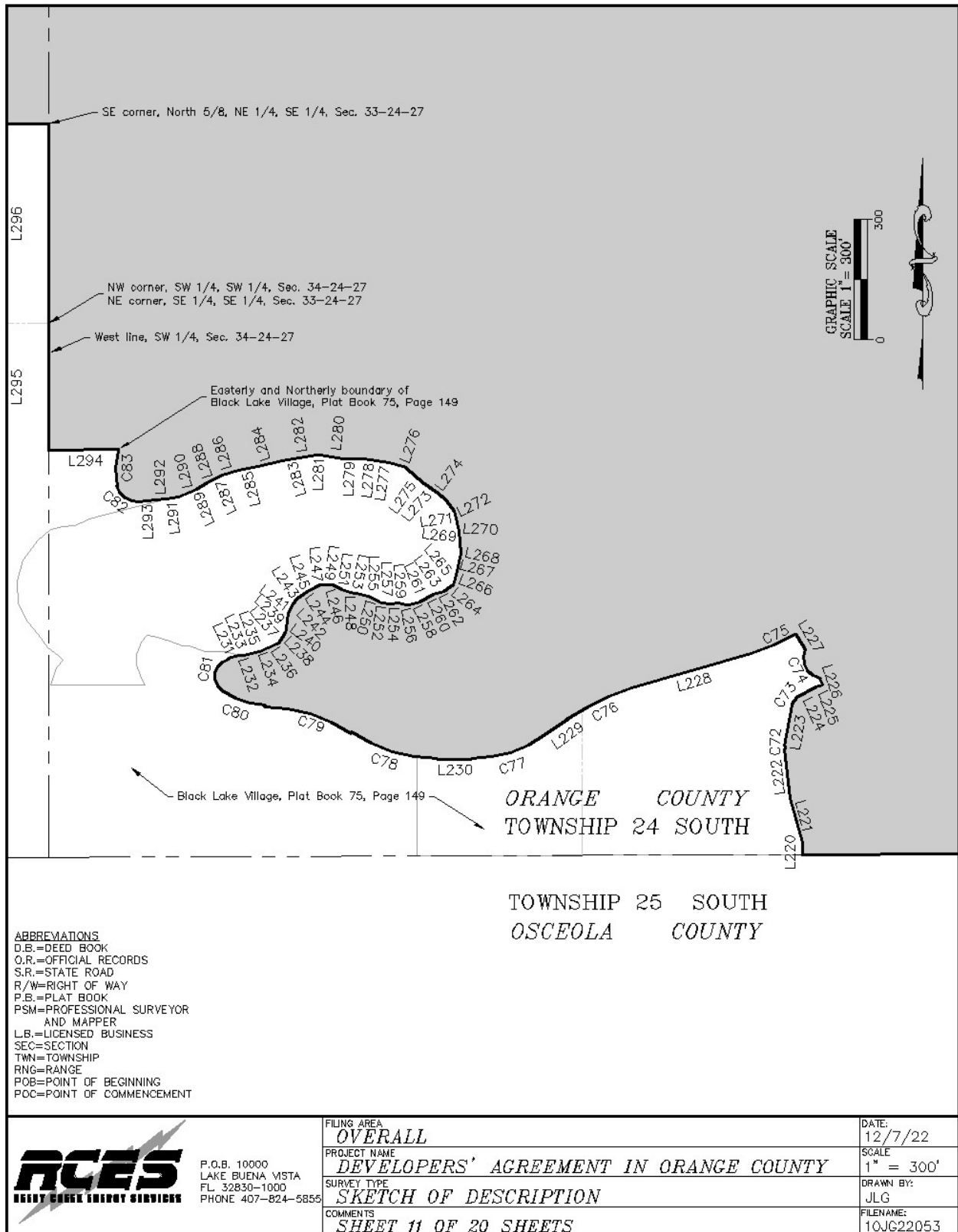


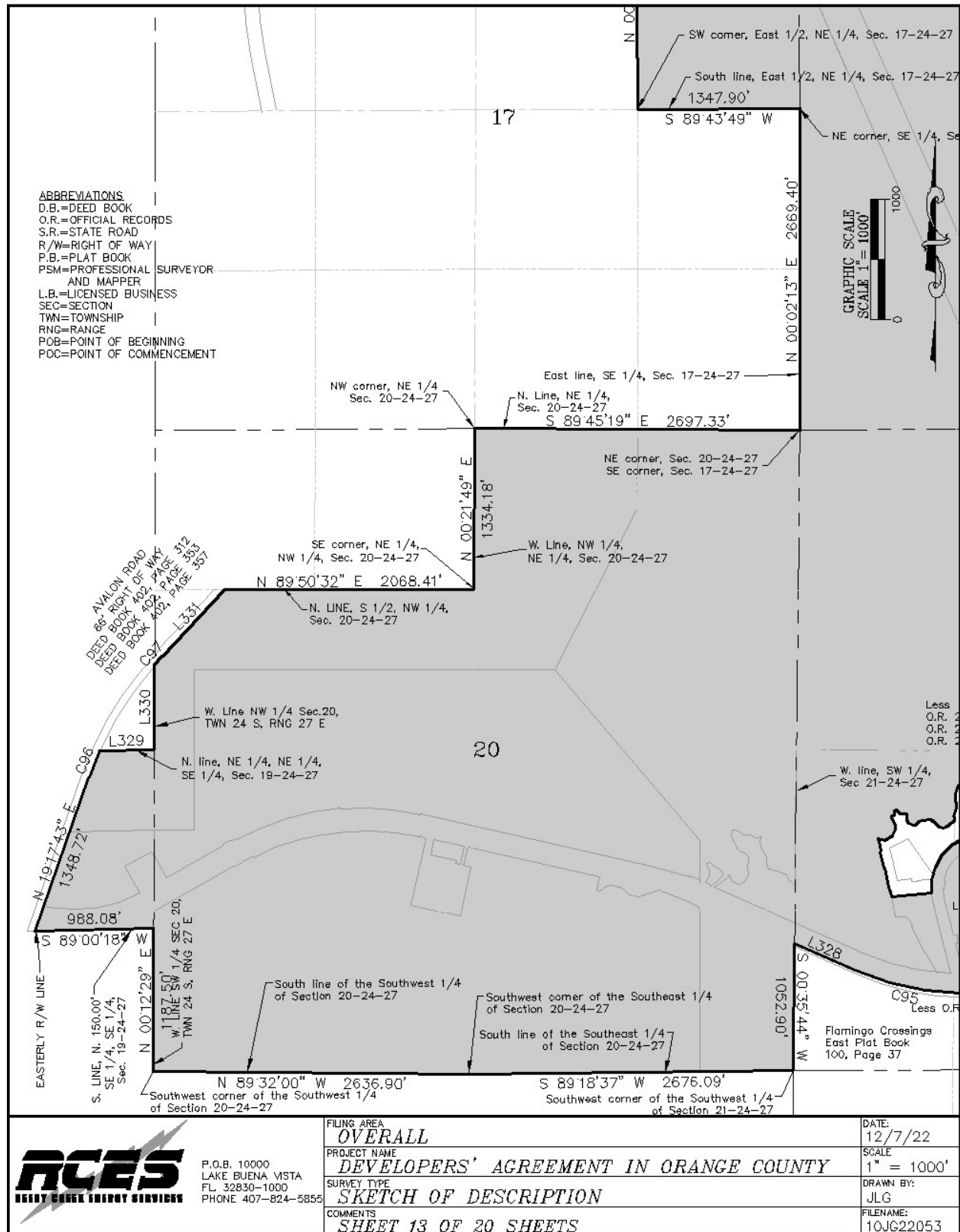


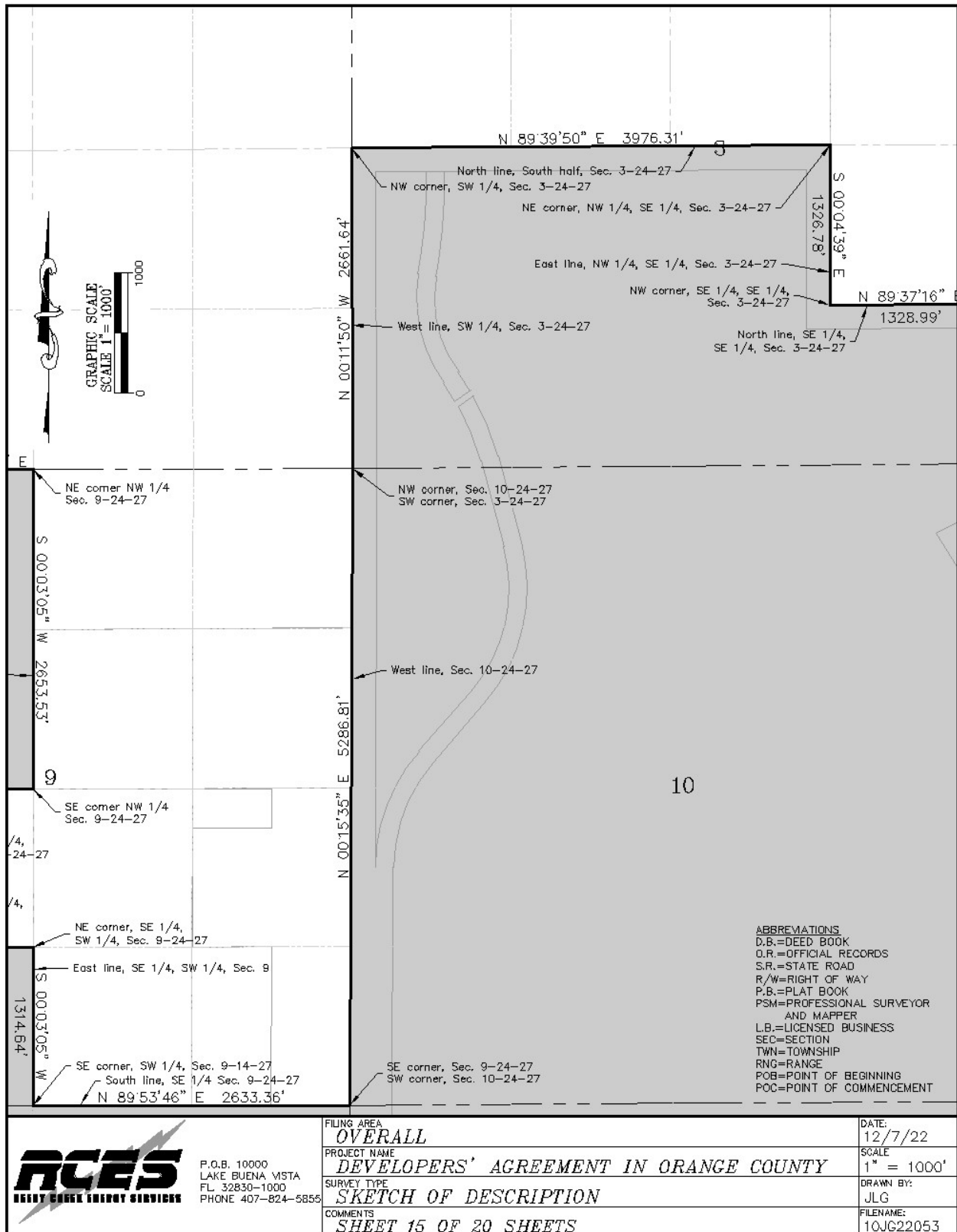


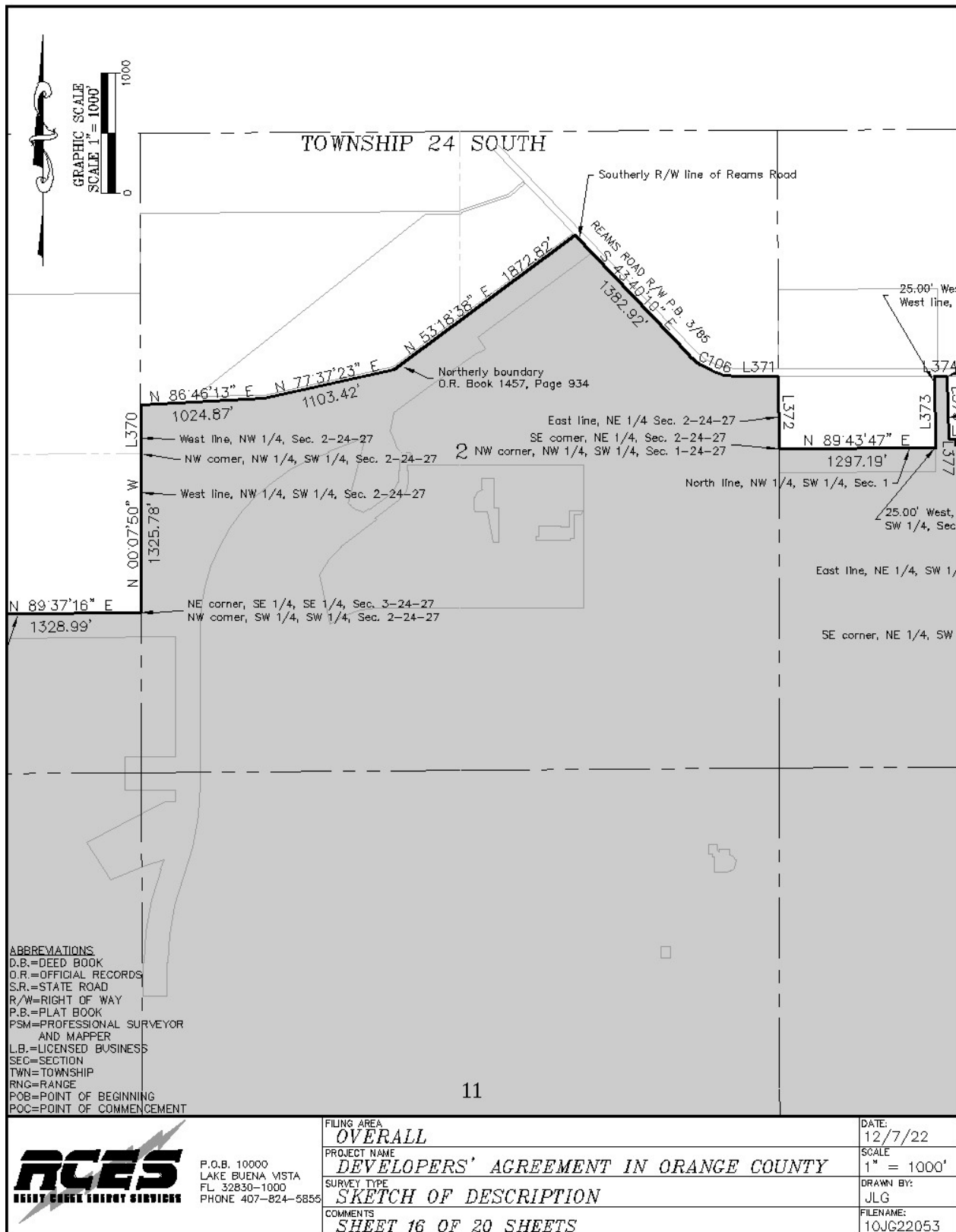


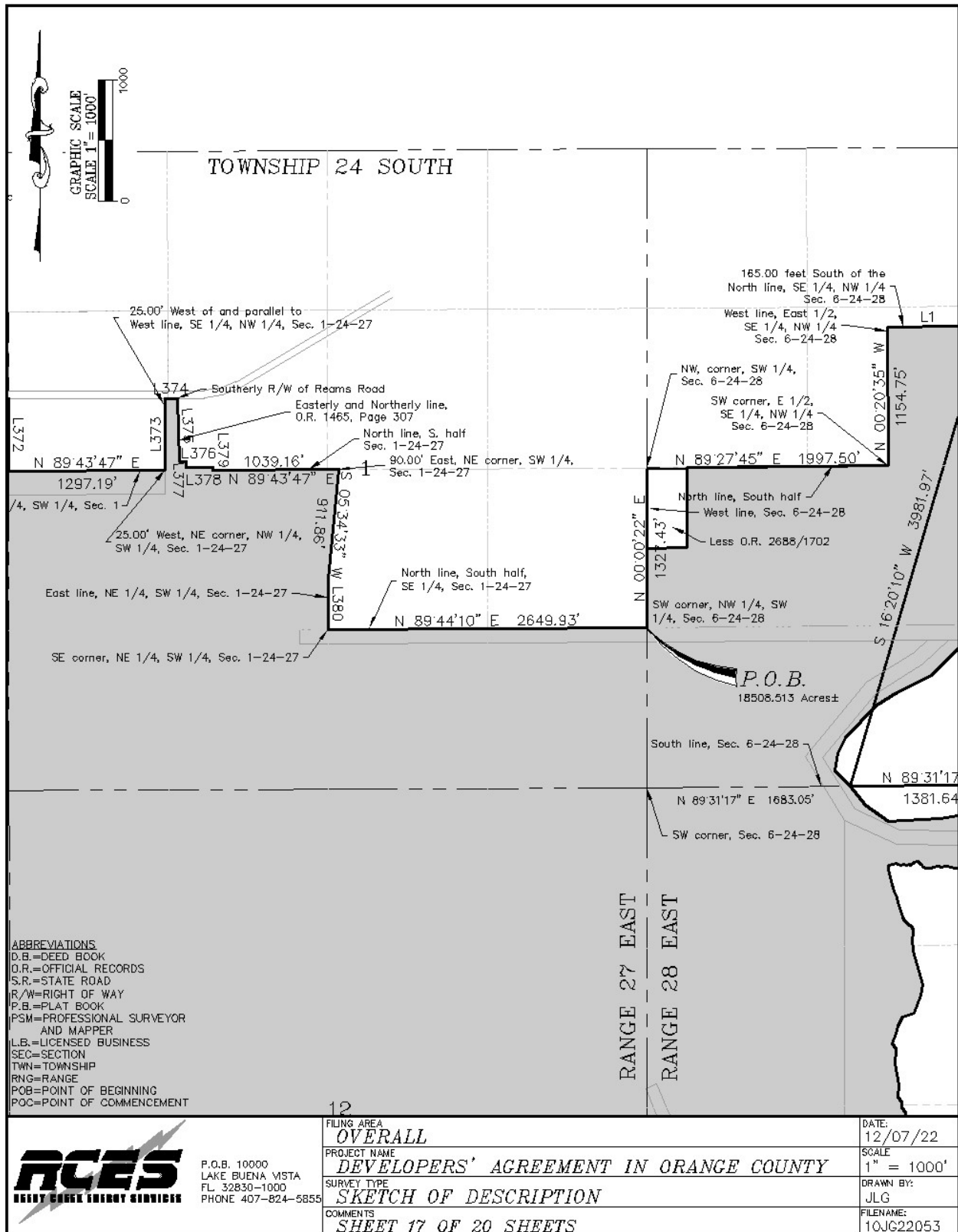
 <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	FILING AREA OVERALL	DATE: 12/7/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN ORANGE COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 10 OF 20 SHEETS	FILENAME: 10JG22053











ABBREVIATIONS
D.B.=DEED BOOK
O.R.=OFFICIAL RECORDS
S.R.=STATE ROAD
R/W=RIGHT OF WAY
P.B.=PLAT BOOK
PSM=PROFESSIONAL SURVEYOR
AND MAPPER
L.B.=LICENSED BUSINESS
SEC=SECTION
TWN=TOWNSHIP
RNG=RANGE
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT

FILED AREA
OVERALL
PROJECT NAME
DEVELOPERS' AGREEMENT IN ORANGE COUNTY
SURVEY TYPE
SKETCH OF DESCRIPTION
COMMENTS
SHEET 17 OF 20 SHEETS

DATE:
12/07/22
SCALE
1" = 1000'
DRAWN BY:
JLG
FILENAME:
10JG22053



ACES
SURVEYING & MAPPING

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

TANGENT TABLE								
LINE#	BEARING	DIST.	LINE#	BEARING	DIST.	LINE#	BEARING	DIST.
L1	N 89° 38' 50" E	663.64	L67	N 82° 18' 14" W	71.09	L133	N 26° 29' 23" W	104.81
L2	N 89° 11' 34" E	148.62	L68	N 51° 44' 44" W	65.78	L134	S 48° 40' 54" W	30.14
L3	N 89° 21' 03" E	191.58	L69	N 80° 24' 25" W	90.39	L135	S 38° 34' 51" E	13.88
L4	S 00° 13' 59" W	221.07	L70	S 48° 32' 46" W	80.93	L136	S 51° 58' 30" W	145.54
L5	S 43° 40' 59" E	16.92	L71	S 22° 55' 38" W	113.12	L137	N 37° 57' 09" W	16.70
L6	S 34° 38' 41" E	8.13	L72	S 27° 19' 16" E	55.45	L138	N 37° 56' 18" W	17.87
L7	S 25° 16' 40" E	86.79	L73	S 18° 40' 56" W	159.75	L139	N 30° 54' 21" W	193.79
L8	S 28° 57' 56" E	106.03	L74	S 10° 48' 30" W	160.42	L140	S 55° 05' 55" W	58.77
L9	S 58° 01' 53" E	87.73	L75	N 65° 28' 07" E	122.36	L141	S 72° 04' 54" W	26.78
L10	N 85° 59' 29" E	134.58	L76	N 76° 27' 23" E	76.59	L142	N 00° 06' 31" W	54.31
L11	S 43° 56' 36" W	91.06	L77	S 78° 11' 38" E	85.68	L143	N 74° 49' 42" W	43.41
L12	S 64° 40' 37" W	105.25	L78	N 83° 24' 11" W	42.54	L144	S 44° 47' 41" W	145.43
L13	S 40° 45' 32" W	117.42	L79	S 24° 23' 32" E	34.06	L145	S 45° 05' 06" E	18.68
L14	S 13° 26' 04" W	97.39	L80	S 18° 04' 39" E	78.70	L146	S 03° 14' 02" W	84.66
L15	S 42° 14' 20" W	133.97	L81	N 82° 09' 40" W	26.47	L147	S 05° 12' 38" E	58.35
L16	S 68° 59' 11" W	89.71	L82	S 26° 43' 01" W	107.99	L148	S 33° 10' 07" E	163.59
L17	S 28° 50' 44" W	77.77	L83	S 13° 53' 13" W	84.71	L149	N 86° 26' 26" E	126.87
L18	S 14° 52' 47" W	88.32	L84	S 20° 06' 37" W	86.21	L150	N 76° 15' 46" E	63.89
L19	S 01° 59' 29" E	106.28	L85	S 22° 42' 17" W	90.27	L151	S 64° 36' 17" E	118.17
L20	S 24° 42' 46" W	241.59	L86	S 48° 33' 38" W	93.96	L152	S 52° 36' 40" E	63.05
L21	S 36° 55' 50" W	126.64	L87	S 51° 48' 05" W	58.47	L153	S 45° 16' 16" E	127.88
L22	S 24° 03' 44" W	71.01	L88	S 70° 41' 52" W	98.39	L154	S 10° 02' 35" E	93.01
L23	S 64° 59' 30" W	91.68	L89	S 75° 48' 30" W	82.70	L155	S 36° 16' 00" W	28.53
L24	N 68° 30' 58" W	131.37	L90	N 82° 22' 12" W	18.57	L156	S 20° 23' 46" W	184.90
L25	N 34° 57' 28" W	145.43	L91	S 59° 48' 12" W	61.99	L157	S 25° 05' 40" W	31.33
L26	N 10° 44' 04" W	144.09	L92	S 23° 48' 42" W	31.41	L158	S 55° 12' 27" W	19.76
L27	N 10° 34' 18" E	129.55	L93	S 21° 34' 58" E	112.96	L159	S 18° 42' 59" W	22.23
L28	N 44° 03' 35" E	129.67	L94	S 25° 04' 56" E	80.36	L160	S 80° 54' 32" E	34.76
L29	N 86° 35' 32" E	100.03	L95	S 06° 58' 19" E	51.79	L161	S 88° 11' 54" E	77.05
L30	N 62° 48' 18" E	100.08	L96	S 47° 18' 54" W	37.10	L162	S 89° 29' 03" E	140.11
L31	N 58° 16' 14" E	95.99	L97	S 03° 48' 45" E	24.29	L163	S 89° 29' 03" E	433.68
L32	N 15° 01' 47" E	86.03	L98	S 75° 28' 07" W	70.19	L164	N 00° 00' 00" E	131.18
L33	N 14° 30' 32" W	104.94	L99	N 63° 15' 30" W	63.09	L165	N 45° 00' 00" W	71.68
L34	N 03° 06' 23" W	111.09	L100	S 41° 00' 06" E	193.39	L166	N 00° 00' 00" E	633.08
L35	N 07° 32' 42" E	68.01	L101	S 48° 59' 54" W	100.00	L167	N 89° 59' 00" W	445.76
L36	N 15° 14' 13" W	80.67	L102	N 87° 15' 41" W	130.57	L168	N 00° 27' 46" E	673.19
L37	N 87° 12' 48" W	40.11	L103	N 63° 21' 34" W	33.90	L169	S 89° 58' 17" E	398.81
L38	S 77° 42' 57" W	84.88	L104	N 81° 08' 52" W	154.09	L170	N 00° 00' 00" E	753.74
L39	S 74° 44' 47" W	66.79	L105	N 39° 33' 00" W	38.53	L171	N 90° 00' 00" W	362.43
L40	S 35° 20' 27" W	90.33	L106	N 28° 54' 14" W	86.79	L172	N 05° 16' 59" W	106.23
L41	S 22° 58' 13" W	87.94	L107	N 28° 30' 43" W	101.63	L173	N 26° 33' 54" W	135.35
L42	S 20° 05' 22" W	168.18	L108	N 32° 36' 46" W	77.00	L174	N 47° 32' 44" E	146.69
L43	S 65° 39' 23" W	108.46	L109	N 39° 30' 36" W	98.30	L175	N 11° 28' 34" E	24.04
L44	N 79° 02' 16" W	146.86	L110	N 02° 15' 56" W	56.50	L176	N 40° 40' 48" W	82.81
L45	S 44° 41' 24" W	85.24	L111	N 39° 36' 59" W	135.27	L177	N 90° 00' 00" W	73.87
L46	S 66° 58' 59" W	80.82	L112	N 85° 04' 00" W	67.65	L178	N 00° 16' 44" E	0.50
L47	N 89° 03' 00" W	96.88	L113	N 38° 23' 30" W	64.62	L179	N 89° 57' 37" E	670.11
L48	S 84° 18' 13" W	51.79	L114	N 64° 16' 04" W	16.33	L180	S 00° 08' 32" E	668.06
L49	S 77° 56' 53" W	116.91	L115	N 05° 37' 20" W	20.54	L181	S 89° 55' 30" E	671.45
L50	S 70° 14' 00" W	84.26	L116	N 44° 31' 28" W	62.56	L182	S 00° 15' 27" E	669.41
L51	N 63° 52' 48" W	163.26	L117	S 23° 42' 54" W	95.95	L183	S 00° 44' 42" E	656.38
L52	N 71° 49' 57" W	91.32	L118	N 71° 30' 56" W	65.59	L184	S 89° 51' 01" E	335.66
L53	N 56° 38' 48" W	106.72	L119	N 67° 45' 46" W	71.42	L185	S 00° 40' 49" E	656.31
L54	N 37° 38' 37" W	96.72	L120	N 47° 09' 12" W	129.61	L186	S 00° 29' 10" E	655.63
L55	N 69° 48' 38" W	85.22	L121	N 28° 09' 10" W	67.04	L187	N 89° 20' 56" E	666.99
L56	N 85° 15' 14" W	95.72	L122	N 30° 07' 52" E	66.18	L188	N 00° 21' 22" W	652.39
L57	N 76° 56' 11" W	104.56	L123	N 41° 27' 39" E	82.62	L189	N 89° 50' 49" E	714.94
L58	S 28° 55' 14" W	152.44	L124	N 28° 03' 16" E	61.53	L190	N 89° 37' 24" E	749.86
L59	S 13° 45' 44" E	47.73	L125	N 21° 03' 09" W	47.93	L191	N 38° 29' 47" E	22.59
L60	S 28° 03' 11" E	95.35	L126	N 17° 13' 11" W	99.26	L192	N 38° 29' 47" E	576.34
L61	S 31° 37' 50" W	165.37	L127	N 00° 32' 57" E	48.45	L193	S 51° 31' 36" E	50.00
L62	S 51° 01' 41" E	83.54	L128	N 12° 21' 10" E	151.79	L194	S 79° 52' 53" W	95.47
L63	S 35° 59' 30" E	246.14	L129	N 23° 46' 35" E	109.94	L195	N 69° 59' 50" W	311.61
L64	S 55° 37' 13" E	316.45	L130	N 39° 26' 51" E	91.52	L196	S 23° 29' 47" W	304.91
L65	S 68° 44' 46" E	336.44	L131	N 17° 00' 45" E	45.16	L197	S 58° 56' 26" E	509.41
L66	S 03° 57' 40" W	60.74	L132	N 34° 56' 26" W	27.03	L198	N 00° 00' 00" E	163.29



P.O.B. 10000
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FILING AREA
OVERALL

PROJECT NAME
DEVELOPERS' AGREEMENT IN ORANGE COUNTY

SURVEY TYPE
SKETCH OF DESCRIPTION

COMMENTS
SHEET 18 OF 20 SHEETS

DATE:
12/7/22

SCALE

DRAWN BY:
JLG

FILENAME:
10JG22053

TANGENT TABLE

LINE#	BEARING	DIST.
L199	N 30°00'00" W	245.14
L200	N 74°50'28" E	100.11
L201	N 87°20'49" W	74.69
L202	N 27°09'24" W	47.56
L203	S 63°22'25" W	20.69
L204	S 00°00'00" E	20.42
L205	N 90°00'00" W	30.04
L206	S 79°56'22" W	74.35
L207	N 30°03'16" W	21.84
L208	S 59°56'44" W	12.14
L209	S 30°03'16" E	17.42
L210	S 79°56'22" W	34.35
L211	N 69°28'35" W	49.22
L212	S 74°41'50" W	40.22
L213	S 57°06'40" E	133.74
L214	S 30°00'00" E	180.00
L215	S 06°15'02" E	54.63
L216	S 30°00'00" E	408.17
L217	S 00°00'00" E	162.89
L218	N 89°50'42" W	360.99
L219	S 89°44'07" W	25.00
L220	N 00°13'59" W	29.01
L221	N 14°42'28" W	114.62
L222	N 06°53'49" W	123.97
L223	N 09°42'37" E	104.21
L224	N 61°06'48" E	53.88
L225	N 71°34'02" E	17.56
L226	N 18°25'51" W	18.21
L227	N 31°47'40" W	44.69
L228	S 74°09'08" W	308.68
L229	S 54°04'10" W	67.69
L230	N 89°59'58" W	83.84
L231	N 76°19'21" E	28.14
L232	S 89°22'47" E	9.24
L233	N 75°08'23" E	42.15
L234	N 66°44'45" E	45.92
L235	N 58°10'56" E	7.13
L236	N 40°00'00" E	8.68
L237	N 28°21'12" E	21.50
L238	N 19°11'06" E	7.97
L239	N 05°44'49" E	22.07
L240	N 09°37'03" E	18.85
L241	N 28°18'59" E	25.32
L242	N 39°33'24" E	18.56
L243	N 51°48'12" E	17.01
L244	N 53°20'03" E	12.93
L245	N 67°23'56" E	18.89
L246	N 61°31'34" E	16.11
L247	N 85°31'20" E	16.65
L248	S 84°27'04" E	14.79
L249	S 66°07'30" E	25.25
L250	S 70°01'08" E	21.22
L251	S 76°11'40" E	28.29
L252	S 81°04'45" E	15.99
L253	S 63°15'14" E	32.58
L254	S 71°35'23" E	7.28
L255	S 83°45'15" E	20.77
L256	N 86°06'18" E	21.64
L257	S 75°49'09" E	17.31
L258	S 87°55'16" E	10.48
L259	N 72°43'50" E	26.75
L260	N 60°42'21" E	36.44
L261	N 77°16'53" E	19.62
L262	N 68°37'24" E	7.52
L263	N 57°06'15" E	21.62

LINE#	BEARING	DIST.
L264	N 48°30'29" E	7.40
L265	N 29°59'26" E	8.68
L266	N 13°42'55" E	39.82
L267	N 10°06'24" E	32.03
L268	N 01°43'31" W	29.22
L269	N 05°37'39" W	26.82
L270	N 12°01'53" W	42.36
L271	N 21°06'43" W	7.72
L272	N 36°50'10" W	37.65
L273	N 47°37'33" W	25.00
L274	N 56°19'26" W	44.83
L275	N 49°30'53" W	55.06
L276	N 59°47'57" W	8.89
L277	N 72°21'36" W	36.00
L278	N 82°08'10" W	65.71
L279	S 89°42'01" W	51.60
L280	N 80°08'53" W	56.11
L281	N 89°26'00" W	8.09
L282	S 81°14'14" W	46.34
L283	S 78°42'25" W	40.49
L284	S 77°43'02" W	63.74
L285	S 79°09'43" W	47.65
L286	S 72°48'44" W	44.03
L287	S 63°14'34" W	42.60
L288	S 57°48'39" W	28.70
L289	S 64°21'00" W	20.44
L290	S 67°06'48" W	29.21
L291	S 83°28'20" W	29.99
L292	S 83°04'31" W	27.06
L293	S 84°19'19" W	42.81
L294	S 89°52'10" W	174.16
L295	N 00°00'19" E	313.89
L296	N 00°00'19" E	498.35
L297	N 00°00'31" E	835.26
L298	N 37°06'36" W	690.17
L299	N 88°48'31" W	555.60
L300	S 00°27'57" W	105.56
L301	S 06°07'41" W	311.81
L302	S 00°12'16" E	702.26
L303	S 23°02'00" E	19.33
L304	S 00°12'16" E	198.27
L305	S 14°29'10" W	29.80
L306	S 08°05'57" W	46.90
L307	N 81°54'04" W	10.00
L308	S 08°05'57" W	154.78
L309	S 81°54'04" E	5.50
L310	S 00°07'03" W	13.59
L311	N 89°54'54" W	160.89
L312	S 81°54'03" E	5.50
L313	N 08°05'57" E	201.68
L314	N 06°07'41" E	291.80
L315	N 00°07'03" E	196.68
L316	S 89°49'36" W	453.70
L317	N 40°17'32" W	323.52
L318	N 32°21'38" W	271.63
L319	N 34°30'31" W	120.76
L320	N 46°26'37" W	108.80
L321	S 89°49'14" W	28.71
L322	S 00°10'31" E	11.26
L323	S 89°49'29" W	28.35
L324	S 04°02'58" E	4.66
L325	S 86°05'06" W	22.85
L326	N 03°54'54" W	6.14
L327	S 89°49'29" W	173.97
L328	N 66°04'53" W	548.81

LINE#	BEARING	DIST.
L329	N 88°44'55" E	459.61
L330	N 00°13'41" E	708.14
L331	N 43°21'56" E	753.57
L332	N 00°24'44" E	242.11
L333	N 00°39'25" W	141.86
L334	N 00°14'57" E	50.00
L335	N 89°43'25" E	671.30
L336	N 23°57'49" E	158.82
L337	S 89°43'24" W	258.73
L338	N 21°29'36" W	110.97
L339	N 00°08'24" E	211.55
L340	S 89°41'25" W	797.83
L343	N 00°39'25" W	853.44
L344	N 05°00'31" E	152.48
L345	S 89°46'01" W	139.26
L346	S 89°39'24" W	554.03
L347	S 00°20'32" E	20.00
L348	S 89°39'28" W	363.61
L349	S 84°38'15" W	372.03
L350	S 00°20'32" E	14.94
L351	S 89°40'22" W	138.87
L352	S 42°20'36" W	55.11
L353	S 00°03'00" W	857.17
L354	N 89°41'19" E	364.69
L355	S 00°18'35" E	80.00
L356	S 89°41'25" W	481.37
L357	S 89°41'15" W	483.83
L358	S 20°48'24" E	96.16
L359	N 89°41'25" E	83.88
L360	S 00°08'24" W	219.78
L361	S 20°48'24" E	836.45
L362	S 87°25'27" E	291.32
L363	N 88°48'53" E	166.97
L364	N 86°44'00" E	142.45
L365	N 06°27'19" W	91.16
L366	N 28°52'42" E	302.51
L367	N 69°30'43" E	659.82
L368	N 84°17'43" E	306.52
L369	N 08°37'23" E	258.89
L370	N 00°07'43" W	400.13
L371	N 89°58'50" E	341.61
L372	S 00°19'24" E	603.75
L373	N 00°12'21" W	598.76
L374	N 89°56'46" E	100.00
L375	S 02°04'12" E	523.43
L376	N 89°43'40" E	52.00
L377	S 00°12'21" E	49.00
L378	N 89°43'41" E	229.00
L379	S 00°12'25" E	26.23
L380	S 00°05'18" E	420.00



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LAKE BUENA VISTA
FL 32830-1000
PHONE 407-824-5855

FILING AREA

OVERALL

PROJECT NAME

DEVELOPERS' AGREEMENT IN ORANGE COUNTY

SURVEY TYPE

SKETCH OF DESCRIPTION

COMMENTS

SHEET 19 OF 20 SHEETS

DATE:

12/7/22

SCALE

DRAWN BY:

JLG

FILENAME:

10JG22053

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG.	BRG.	CURVE	RADIUS	DELTA	LENGTH	TANG.	BRG.
C1	545.08	81°15'08"	772.99			C57	513.39	13°13'42"	118.53		
C2	80.00	128°43'50"	179.74			C58	1109.03	07°17'21"	141.09		
C3	425.00	23°29'59"	174.31			C59	15.00	52°09'22"	13.65		
C4	15.00	46°20'48"	12.13			C60	1396.50	06°53'10"	167.84	N 07°09'56"	
C5	425.00	16°33'54"	122.87			C61	1809.88	37°37'38"	1188.59	S 42°29'48"	
C6	25.00	51°32'25"	22.49			C62	2191.83	32°28'09"	1242.10		
C7	25.00	40°55'45"	17.86			C63	11402.16	00°29'43"	98.56	S 65°33'17"	
C8	25.00	46°29'32"	20.29			C64	900.00	02°31'40"	39.70		
C9	75.00	30°06'13"	39.41			C65	675.00	45°40'47"	538.15		
C10	45.00	99°54'55"	78.47			C66	825.00	98°34'08"	1419.29		
C11	250.00	55°31'16"	242.26			C67	500.84	22°53'21"	200.08		
C12	125.00	59°41'01"	130.21			C68	48.00	47°40'00"	39.93	N 29°07'51"	
C13	676.49	29°43'07"	350.89	N 50°17'44"		C69	650.84	22°53'21"	260.00		
C14	399.38	09°53'41"	68.97	N 79°13'56"		C70	675.00	98°34'08"	1161.24		
C15	137.63	14°21'49"	34.50			C71	825.00	45°40'47"	657.74		
C16	344.38	04°15'11"	25.56	S 86°02'20"		C72	25.00	16°36'26"	7.25		
C17	132.00	26°04'01"	60.05			C73	25.00	51°24'11"	22.43		
C18	184.37	31°44'00"	102.11	S 49°44'21"		C74	50.00	106°48'50"	93.21	N 80°45'36"	
C19	679.36	08°51'48"	105.09			C75	436.00	15°56'47"	121.35	S 58°12'21"	
C20	437.18	18°37'07"	142.06			C76	514.00	20°05'00"	180.17		
C21	395.25	18°13'39"	125.74			C77	315.00	35°55'53"	197.54		
C22	645.09	03°21'33"	37.82			C78	381.00	34°07'58"	226.97		
C23	223.65	59°02'33"	230.47			C79	384.88	34°00'28"	228.44		
C24	25.00	64°33'48"	28.17	S 49°58'05"		C80	185.00	35°39'45"	115.15		
C25	25.00	25°14'16"	11.01			C81	47.00	130°32'06"	107.08		
C26	1010.00	07°58'42"	140.64	S 11°48'22"		C82	50.00	83°36'01"	72.95		
C27	25.00	87°13'52"	38.06	N 03°49'41"		C83	188.00	27°45'45"	91.10		
C28	221.37	29°07'38"	112.54			C84	2204.09	07°27'37"	286.99	N 29°38'58"	
C29	132.76	48°16'12"	111.85			C85	808.57	09°35'40"	135.40	N 38°37'50"	
C30	234.18	14°51'36"	60.74	N 64°15'37"		C86	1010.00	02°00'23"	35.37	S 05°42'00"	
C31	25.00	115°40'49"	50.48	S 17°50'29"		C87	899.35	05°39'43"	88.87		
C32	25.00	54°17'13"	23.69			C88	2004.50	06°19'57"	221.54		
C33	25.00	79°16'52"	34.59			C89	2162.49	07°53'08"	297.62	S 00°12'49"	
C34	25.00	41°16'24"	18.01			C90	1175.00	07°00'25"	143.70	S 08°05'57"	
C35	1505.50	37°08'46"	976.05	S 03°51'20"		C91	1025.00	10°07'39"	181.18	N 18°13'36"	
C36	25.00	37°14'40"	16.25			C92	2013.49	08°18'12"	291.80		
C37	25.00	46°40'29"	20.37			C93	2153.50	06°19'57"	238.01		
C38	25.00	58°38'45"	25.59			C94	934.00	01°05'30"	17.79		
C39	25.00	84°46'10"	36.99			C95	2158.53	24°05'38"	907.70		
C40	25.00	58°17'03"	25.43			C96	2832.01	04°49'44"	238.69	N 19°16'05"	
C41	7.86	78°20'37"	10.75	N 28°56'03"		C97	2829.41	01°55'19"	94.91	N 41°26'37"	
C42	19.64	36°52'37"	12.64			C98	2826.01	19°14'15"	948.86	N 18°34'50"	
C43	3.95	74°25'35"	5.13			C99	2750.09	04°43'07"	226.49	S 33°16'29"	
C44	1080.42	20°21'16"	383.82	N 48°06'54"		C100	2894.93	08°15'21"	417.14	N 82°01'15"	
C45	762.70	08°52'54"	118.23	S 63°58'49"		C101	3241.05	05°37'30"	318.19	N 00°36'59"	
C46	160.82	19°16'01"	54.08			C102	357.62	23°38'08"	147.53	S 66°08'04"	
C47	159.35	36°15'00"	100.82			C103	250.01	90°21'35"	394.28		
C48	158.03	21°54'44"	60.44			C104	350.02	72°08'18"	440.69	N 70°50'15"	
C49	52.89	104°26'29"	96.41	S 75°27'00"		C105	3721.85	03°53'37"	252.93	S 16°54'47"	
C50	1125.00	27°57'29"	548.95			C106	546.86	46°21'00"	442.39		
C51	492.00	26°59'13"	231.74								
C52	25.00	35°13'41"	15.37								
C53	25.00	46°18'35"	20.21								
C54	25.00	33°58'13"	14.82	S 21°14'14"							
C55	1908.34	22°05'51"	736.00	S 75°17'36"							
C56	950.92	14°29'06"	240.40								



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

FILING AREA
OVERALL

PROJECT NAME
DEVELOPERS' AGREEMENT IN ORANGE COUNTY

SURVEY TYPE
SKETCH OF DESCRIPTION

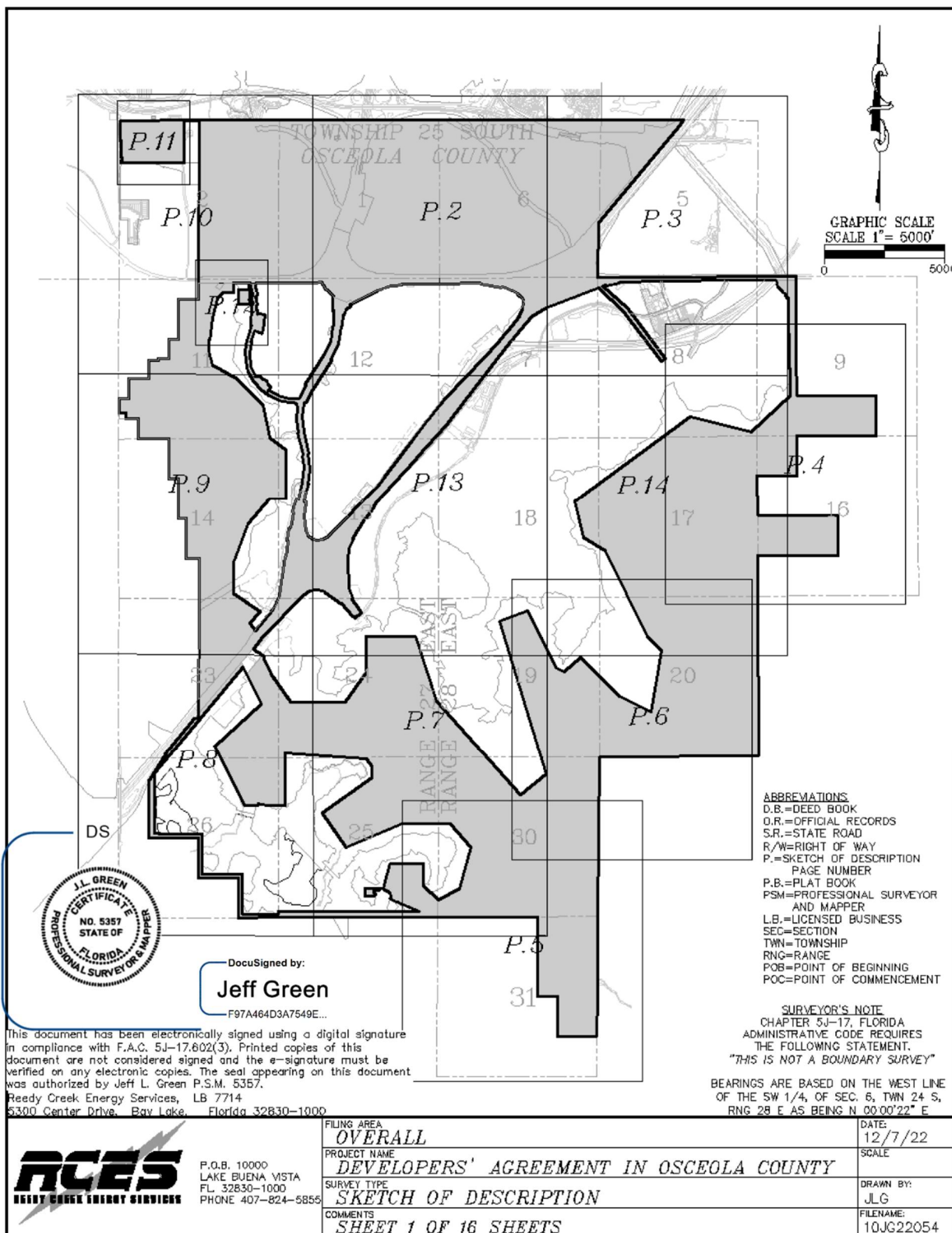
COMMENTS
SHEET 20 OF 20 SHEETS

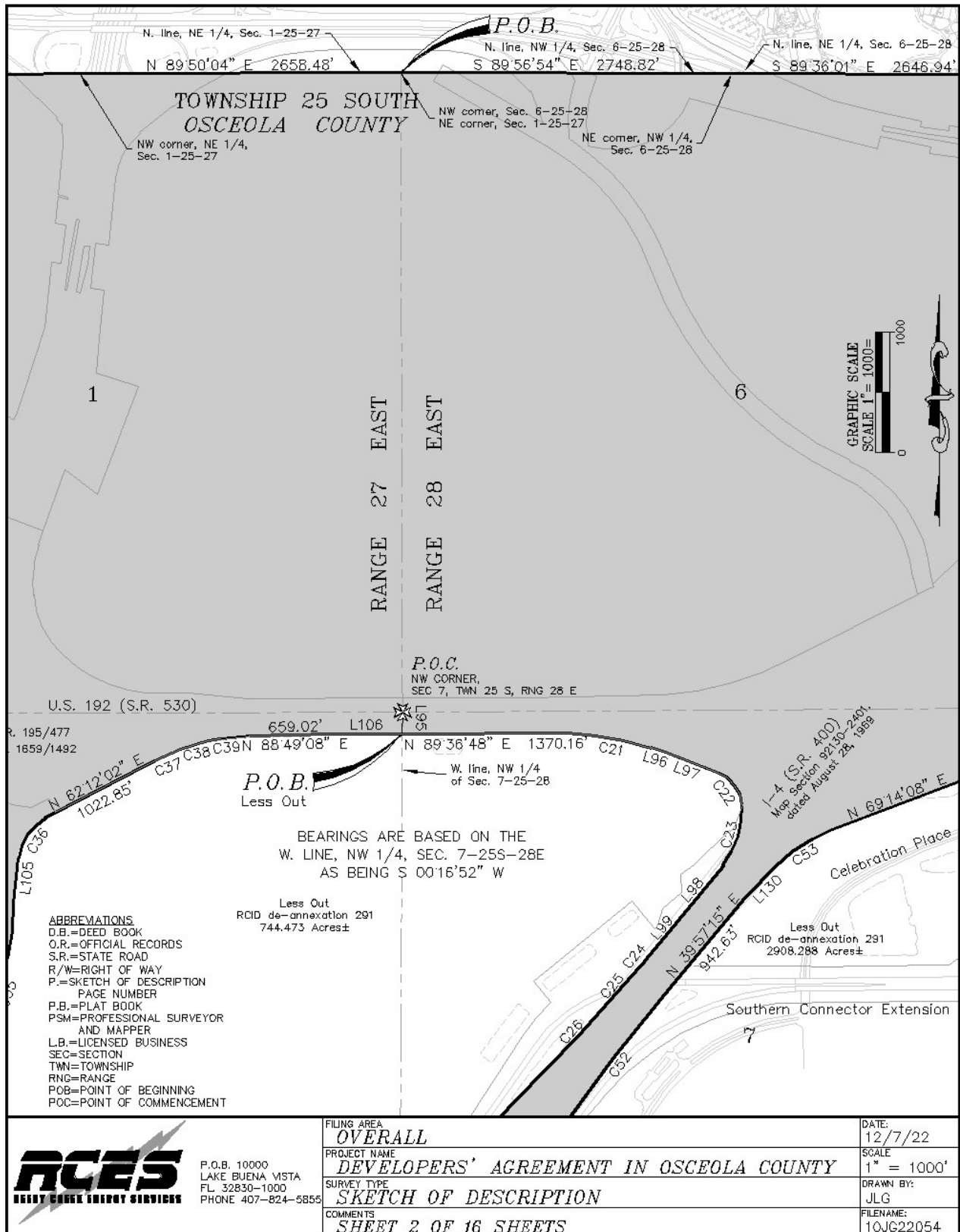
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12/7/22

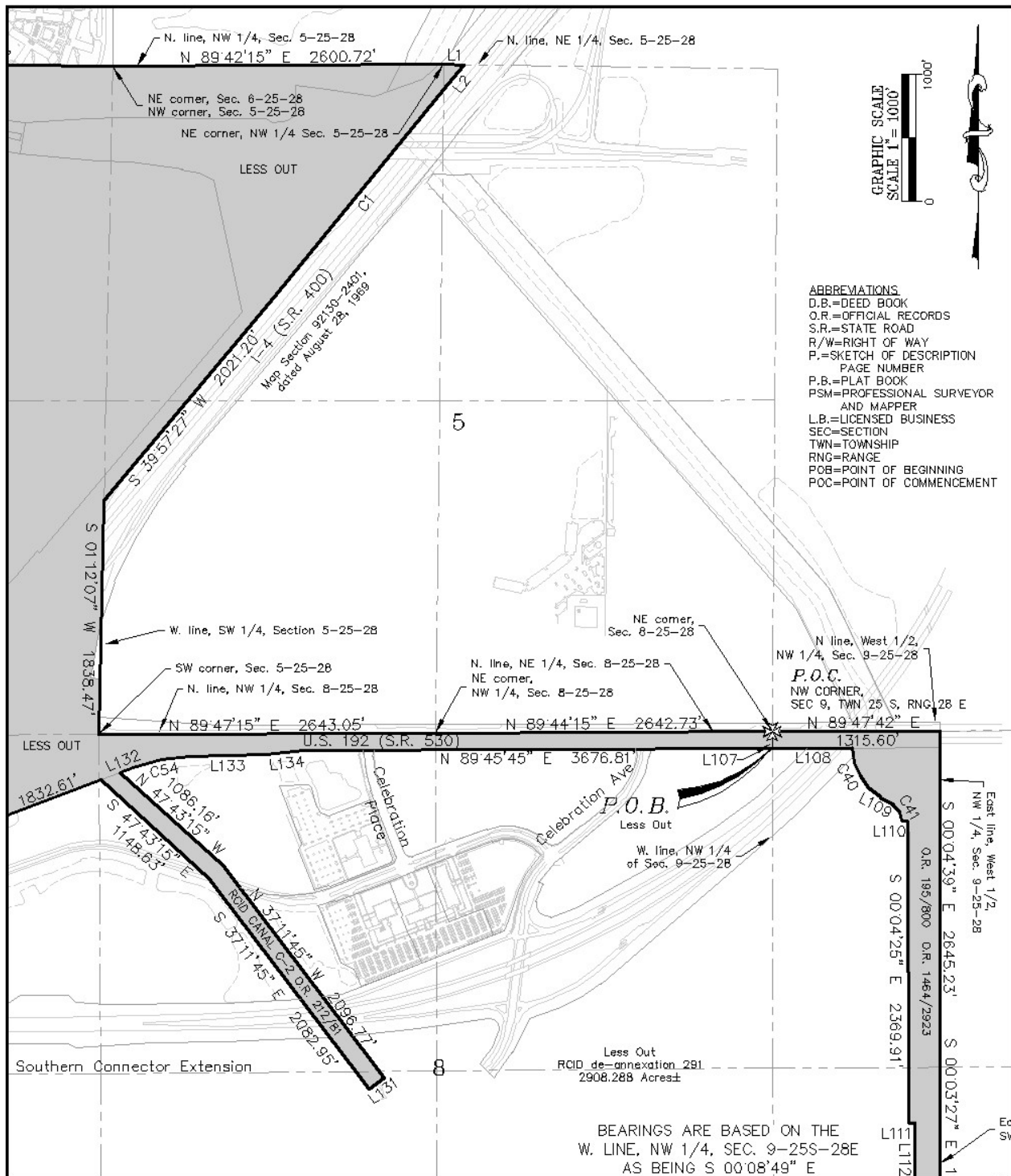
SCALE

DRAWN BY:
JLG

FILENAME:
10JG22053







ABBREVIATIONS
 D.B.=DEED BOOK
 O.R.=OFFICIAL RECORDS
 S.R.=STATE ROAD
 R/W=RIGHT OF WAY
 P.=SKETCH OF DESCRIPTION
 PAGE NUMBER
 P.B.=PLAT BOOK
 PSM=PROFESSIONAL SURVEYOR
 AND MAPPER
 L.B.=LICENSED BUSINESS
 SEC=SECTION
 T25N=TOWNSHIP
 R28E=RANGE
 POB=POINT OF BEGINNING
 POC=POINT OF COMMENCEMENT



P.O.B. 10000
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 PHONE 407-824-5855

FILING AREA
OVERALL

PROJECT NAME
DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY

SURVEY TYPE
SKETCH OF DESCRIPTION

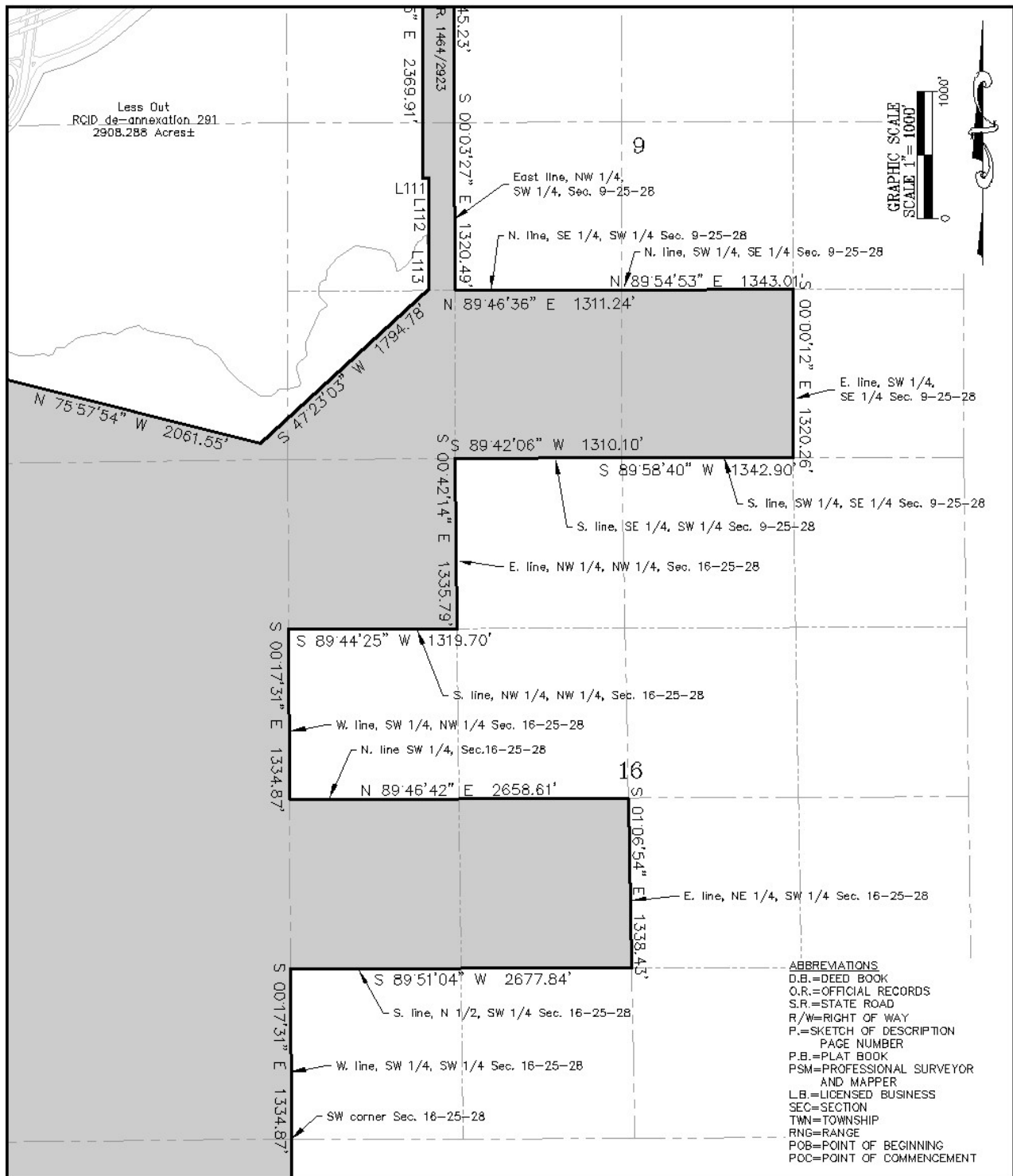
COMMENTS
SHEET 3 OF 16 SHEETS


DATE:
 12/7/22

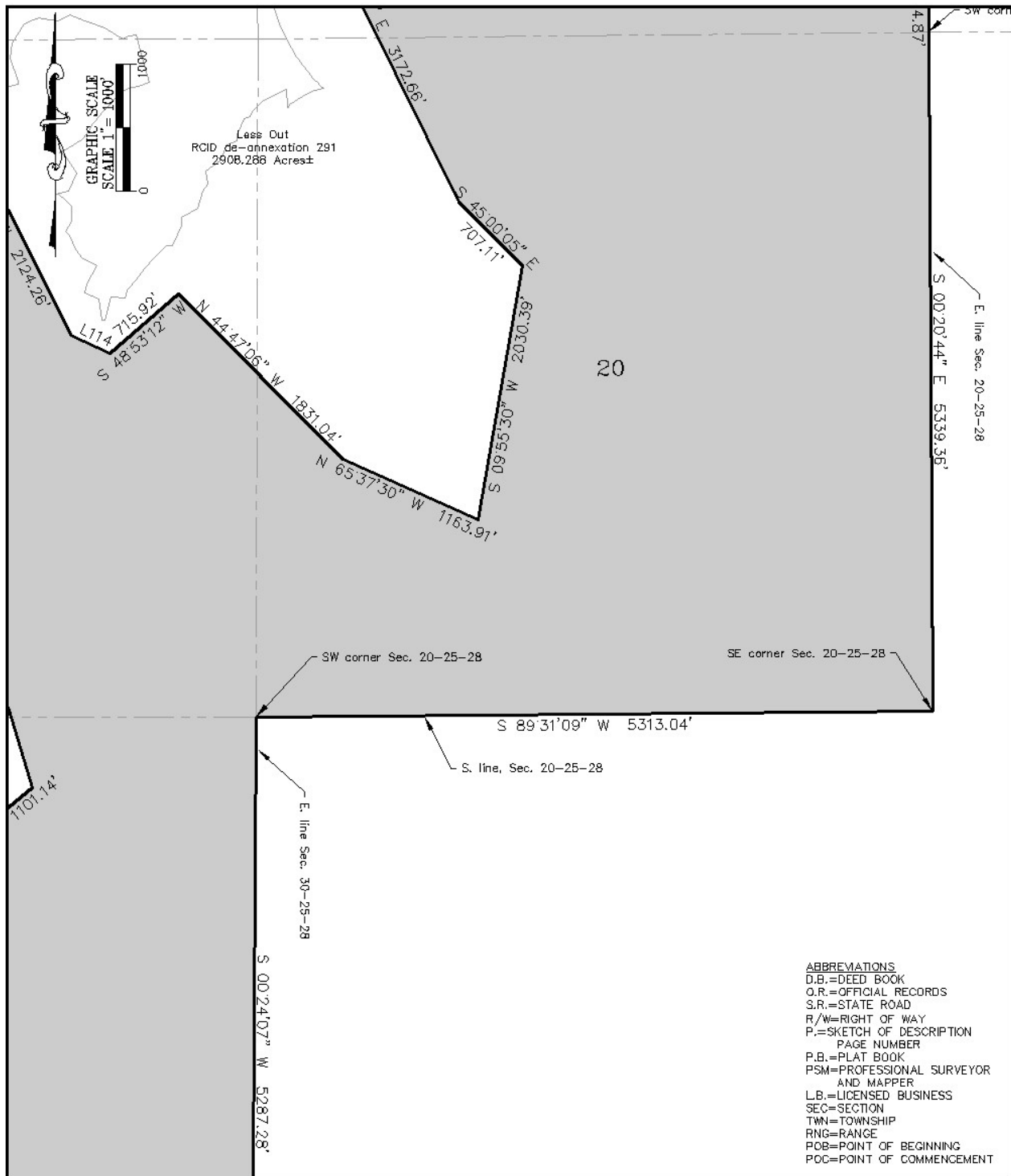
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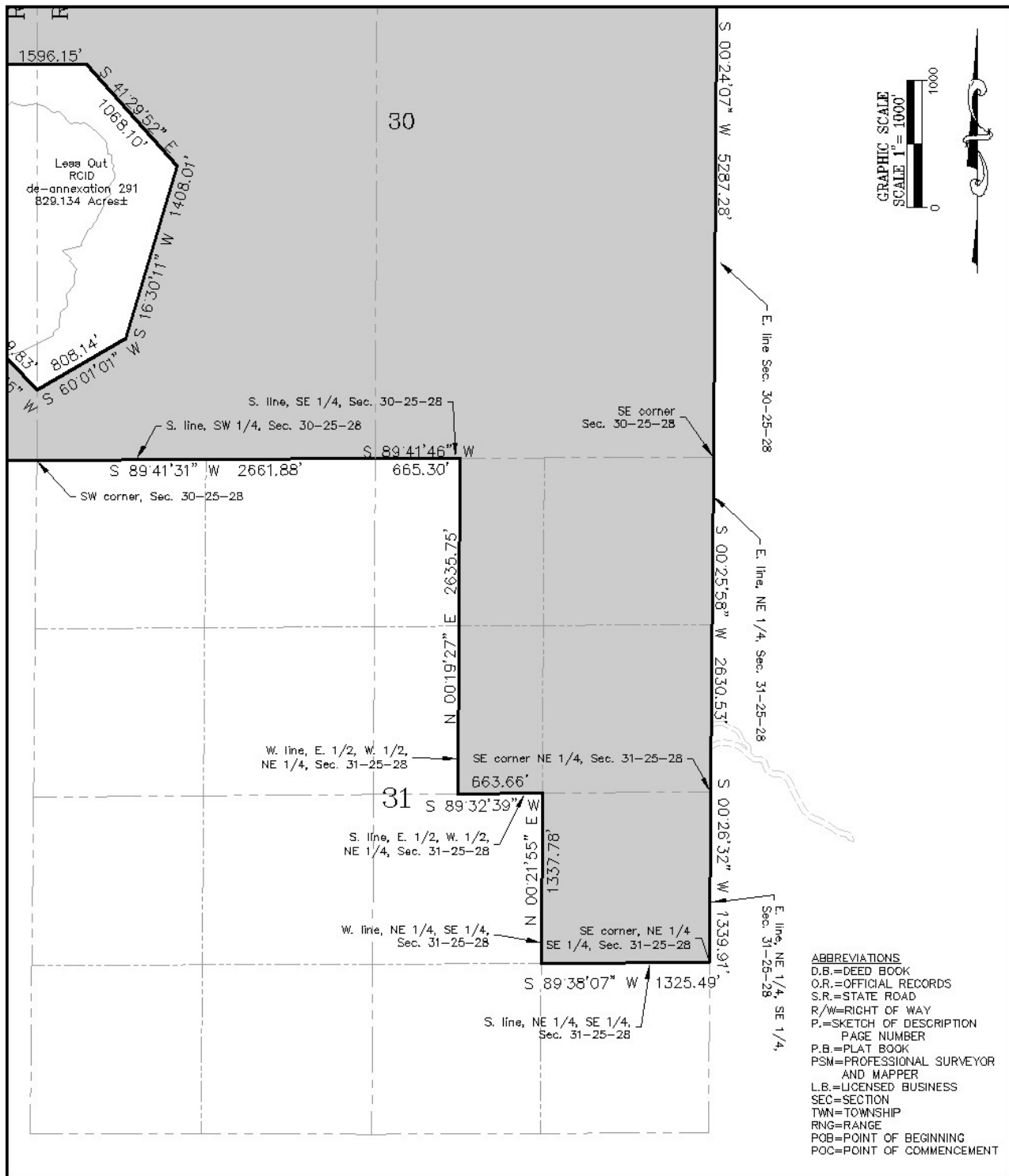
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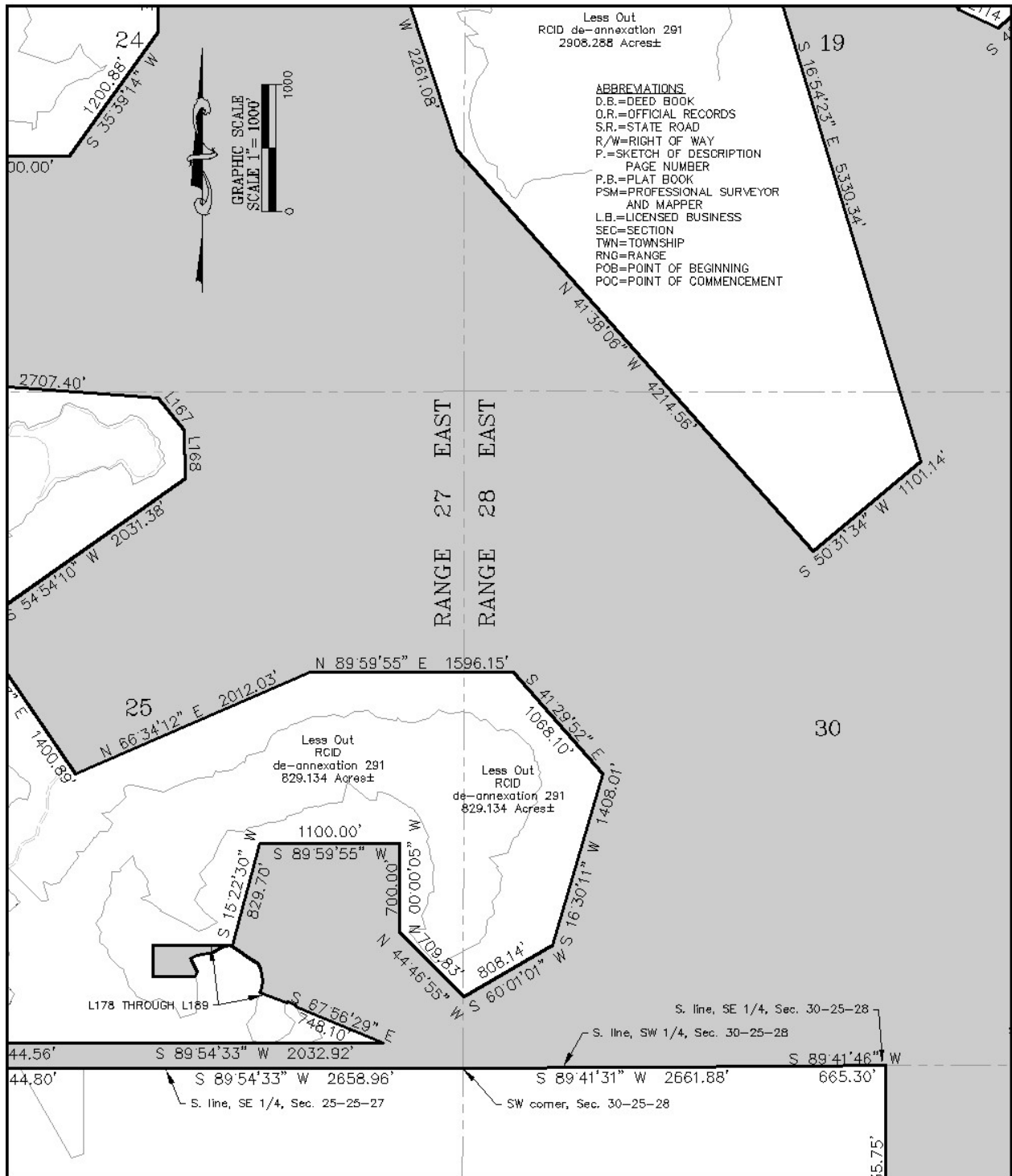
 <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	FILING AREA OVERALL	DATE: 12/7/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 4 OF 16 SHEETS	FILENAME: 10JG22054




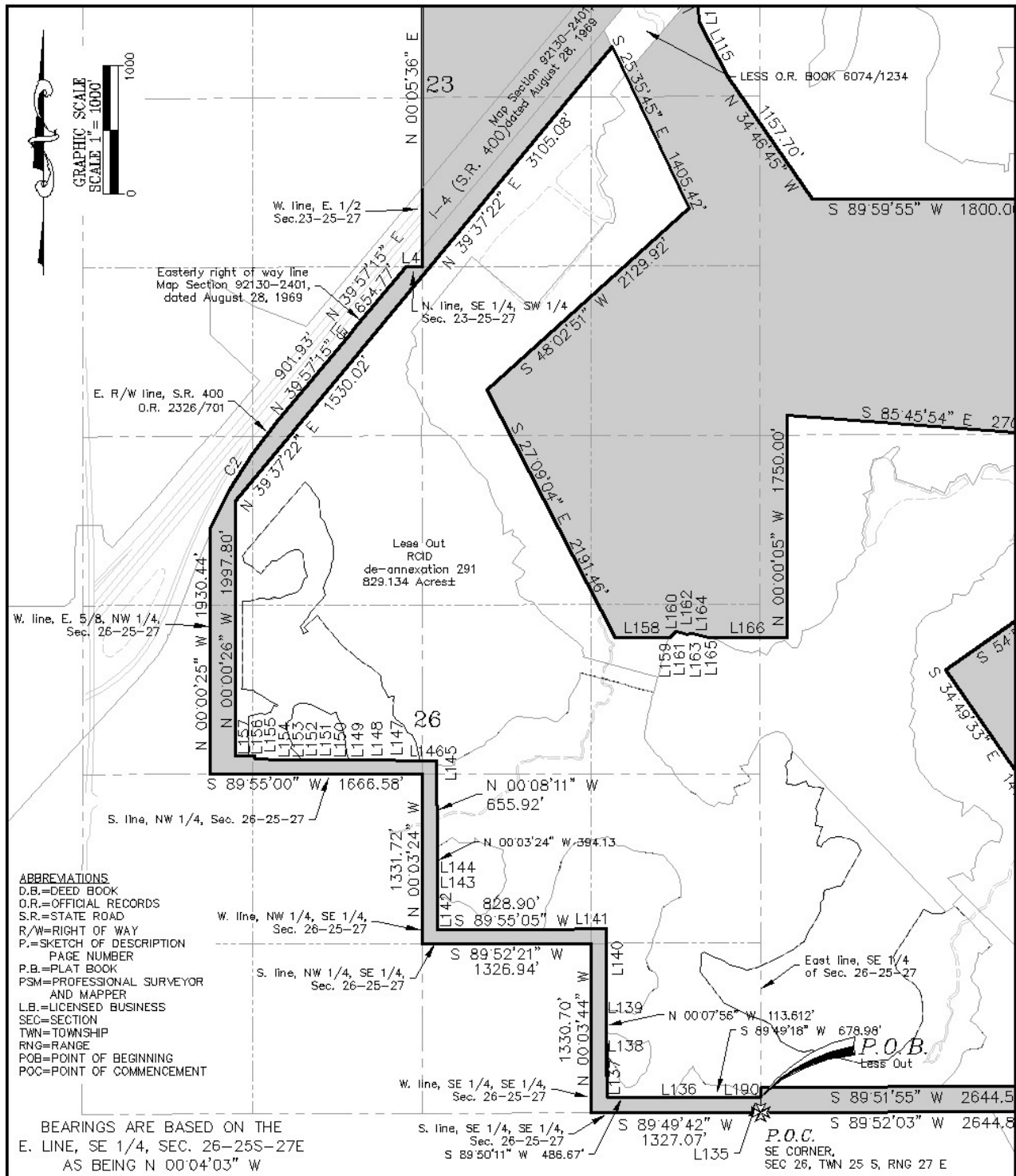
 <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	FILING AREA OVERALL	DATE: 12/7/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 5 OF 16 SHEETS	FILENAME: 10JG22054



 <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	FILING AREA OVERALL	DATE: 12/7/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 6 OF 16 SHEETS	FILENAME: 10JG22054



 <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	FILING AREA OVERALL	DATE: 12/7/22
	PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 1000'
	SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
	COMMENTS SHEET 7 OF 16 SHEETS	FILENAME: 10JG22054



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

FILING AREA

OVERALL

PROJECT NAME

DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY

SURVEY TYPE

SKETCH OF DESCRIPTION

COMMENTS

SHEET 8 OF 16 SHEETS

DATE:

12/7/22

SCALE

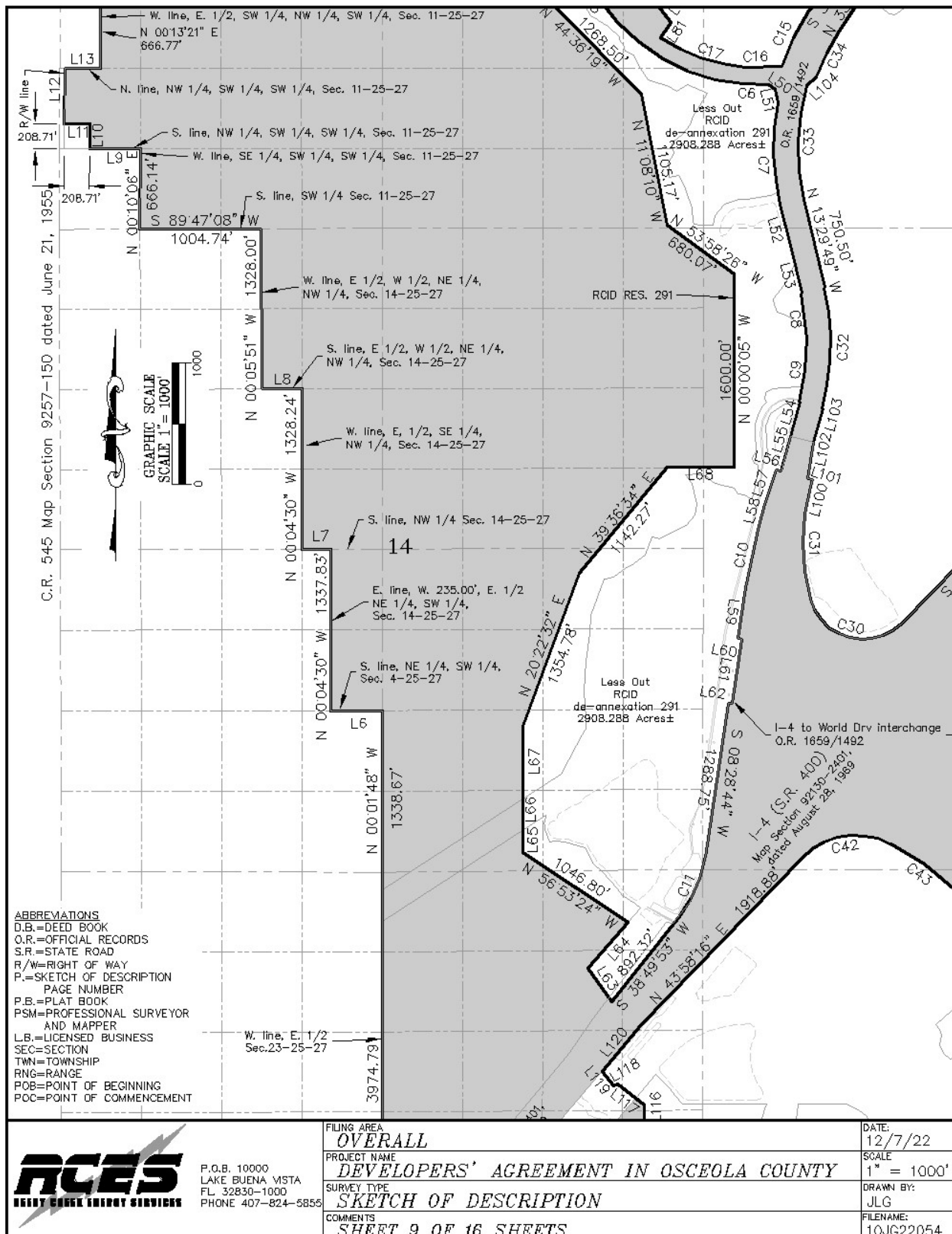
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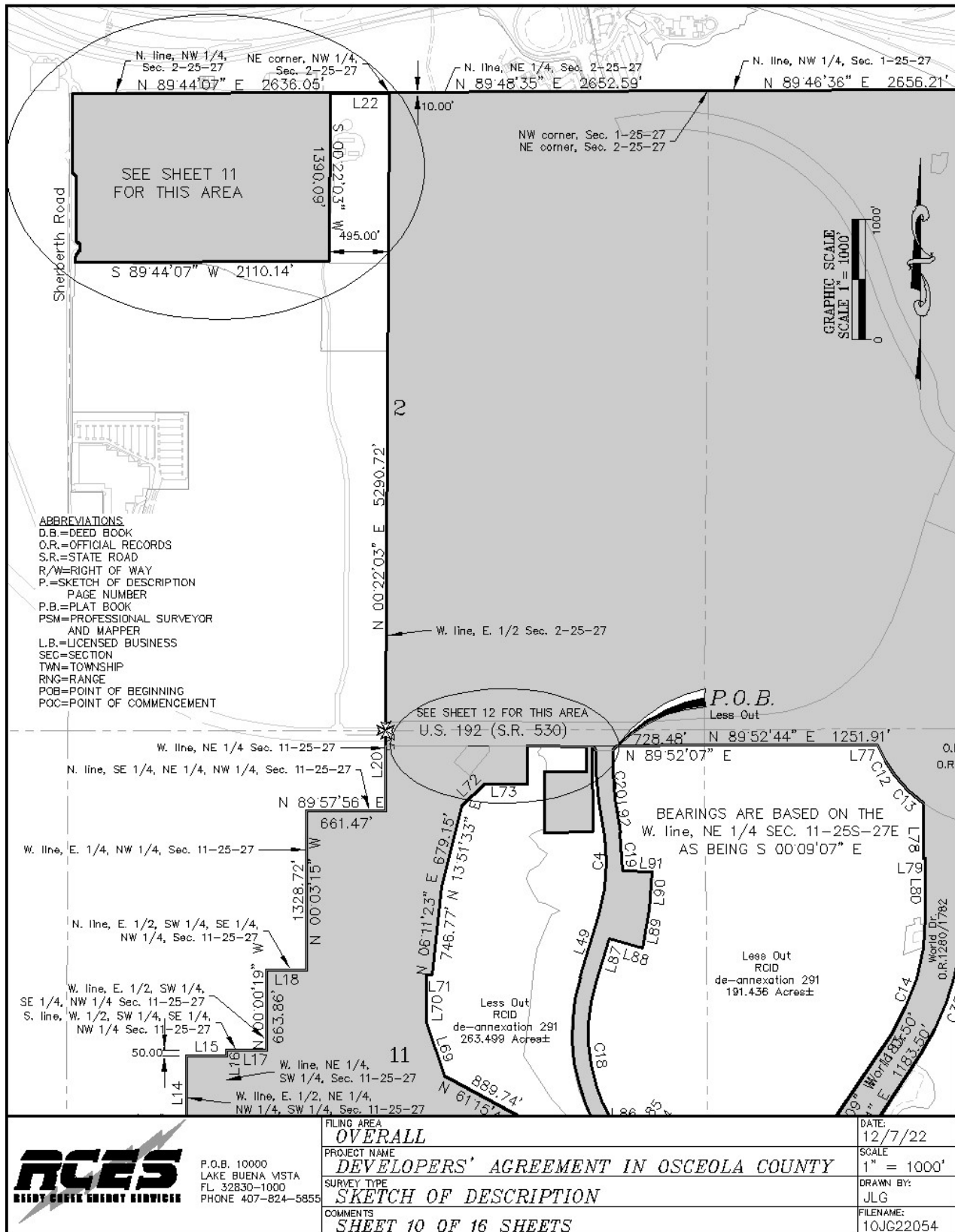
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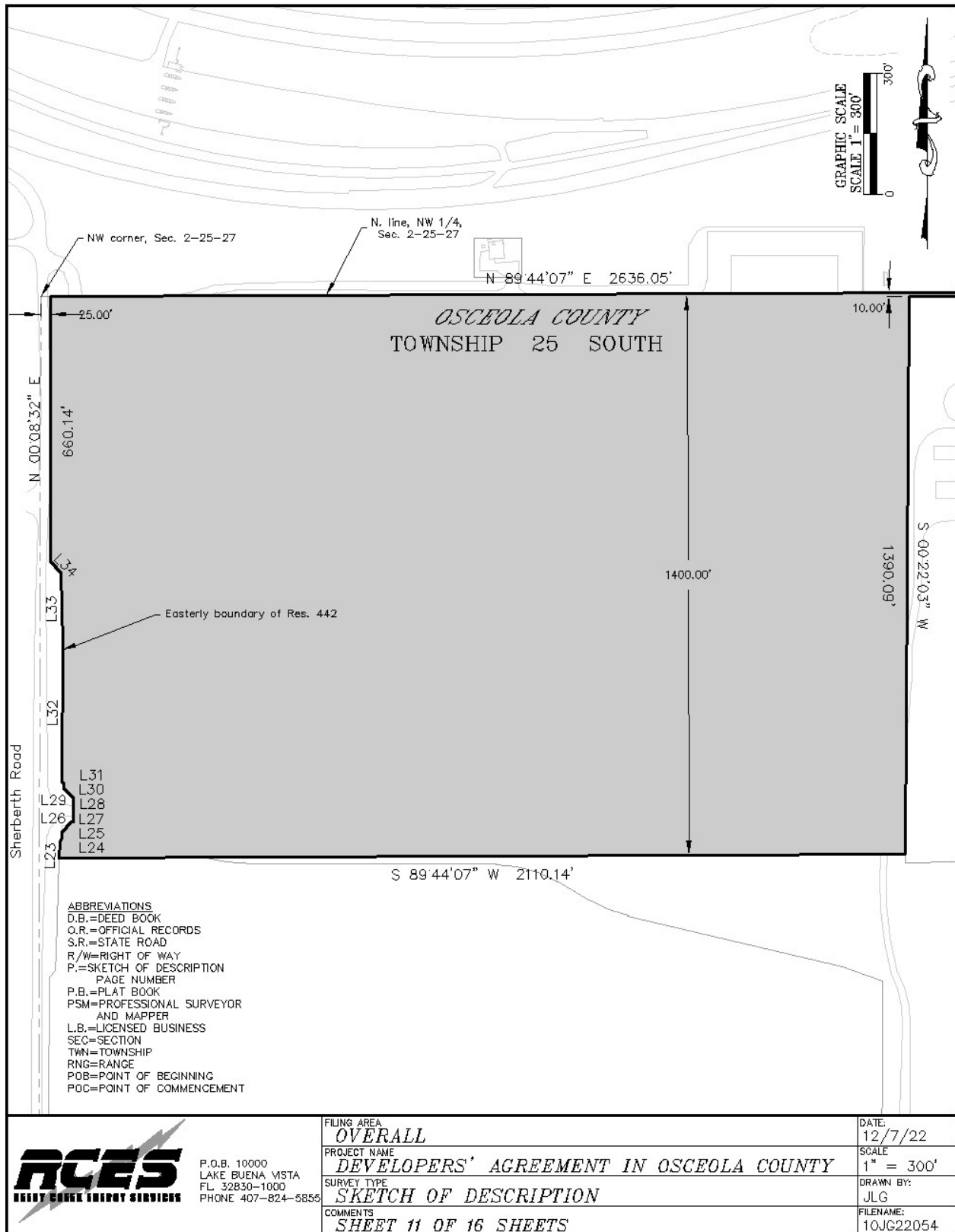
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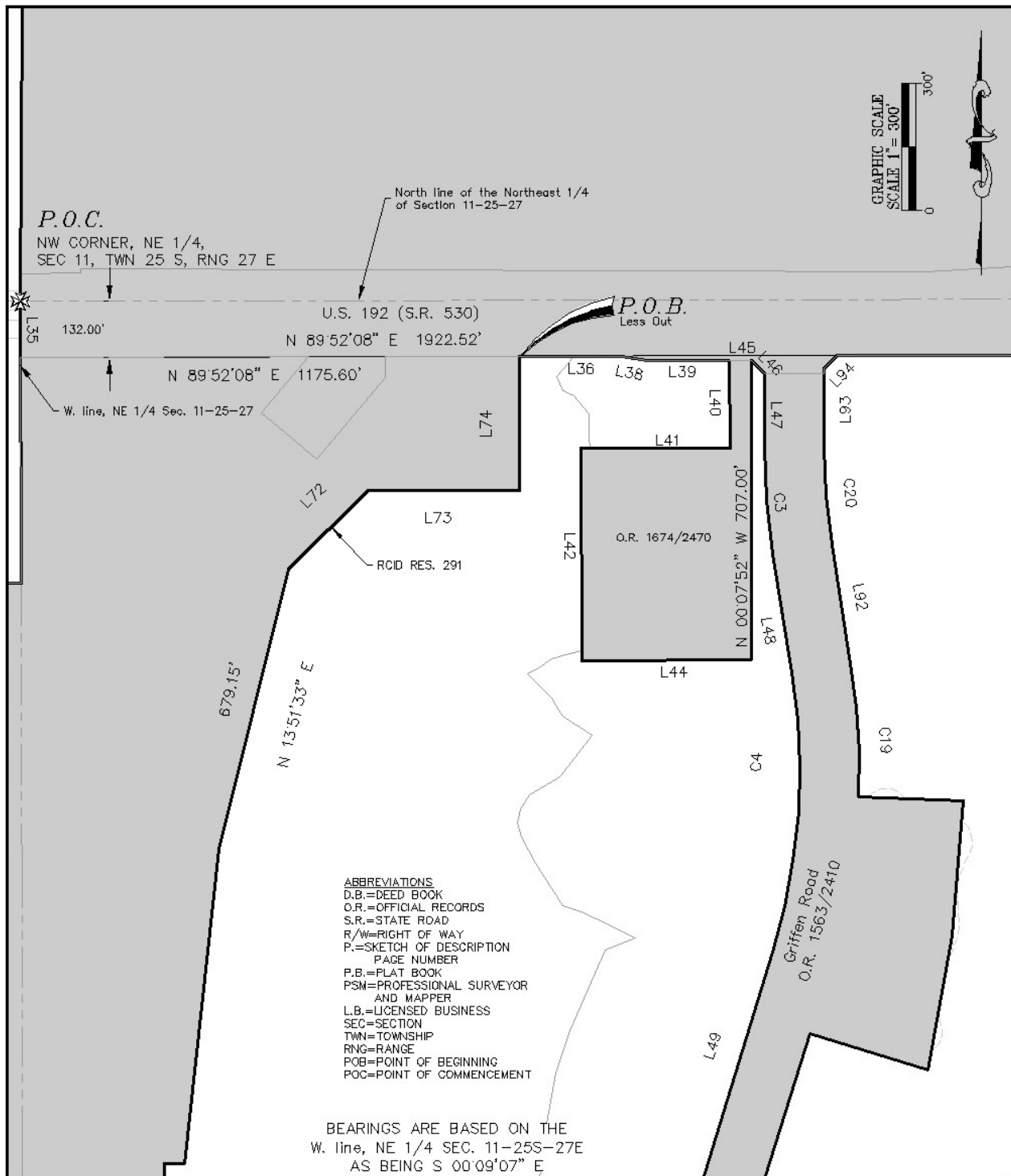
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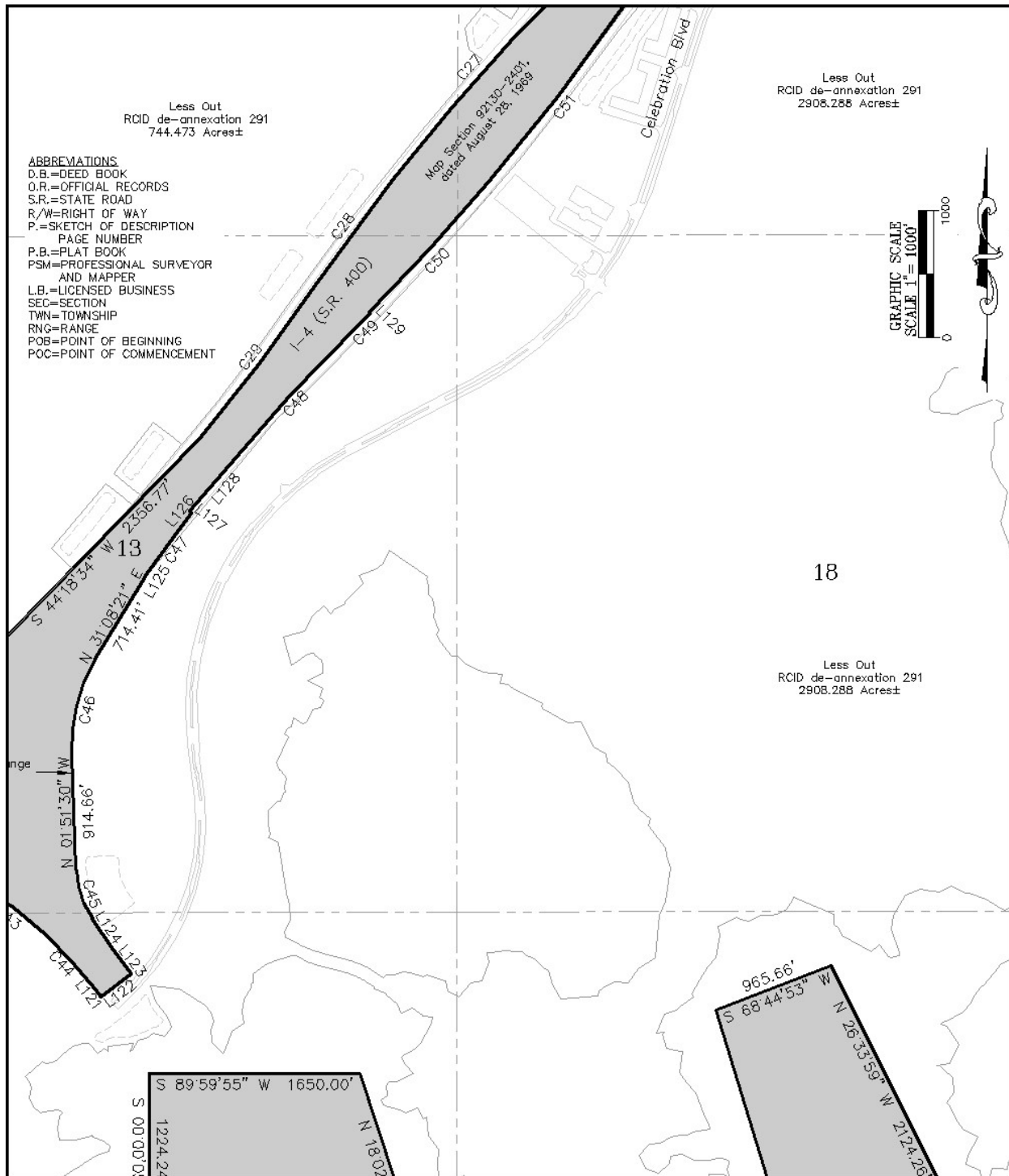






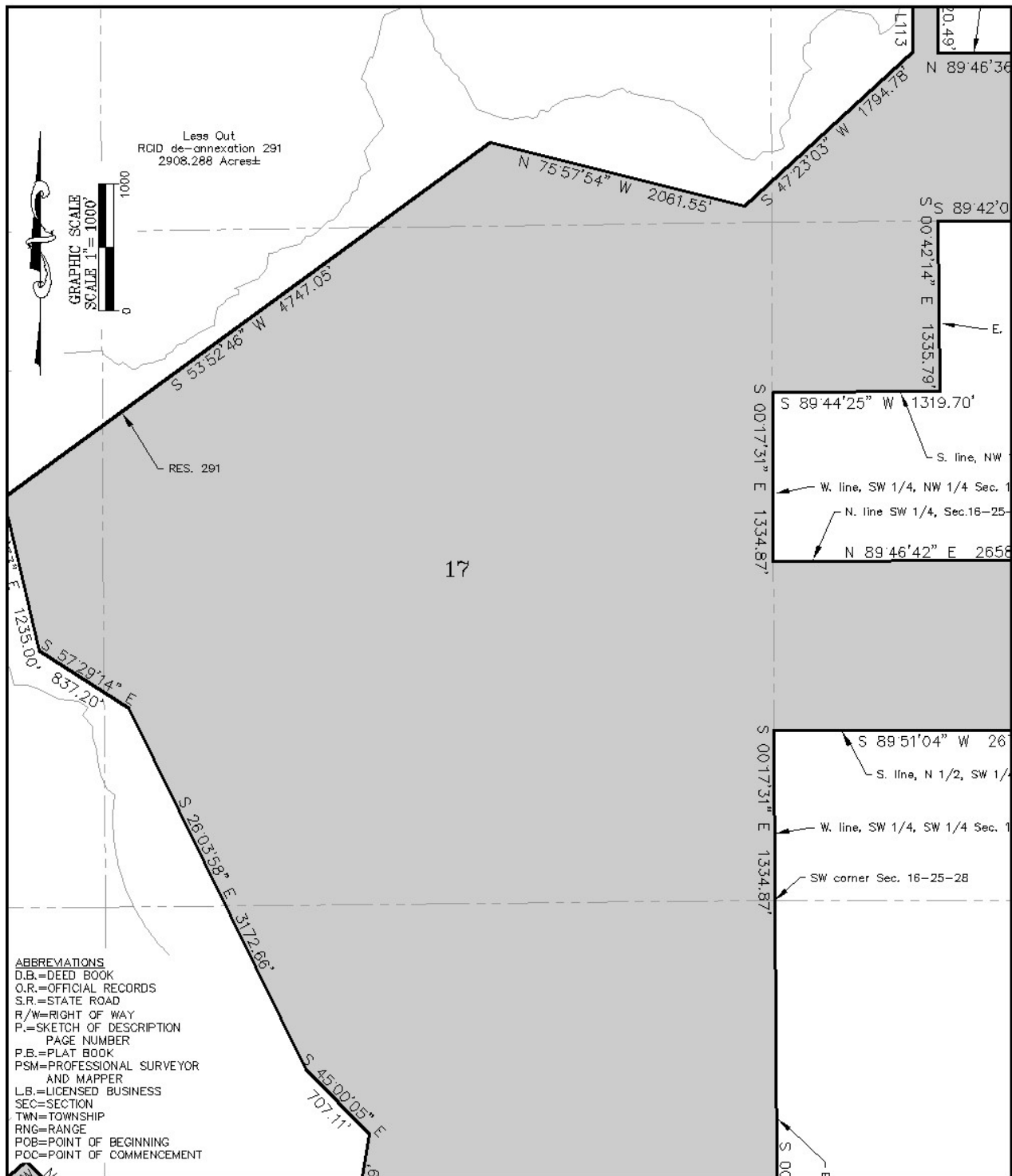


ACES <small>RIGHT CORNER ENERGY SERVICES</small>	P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855	FILING AREA OVERALL	DATE: 12/7/22
		PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 300'
		SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
		COMMENTS SHEET 12 OF 16 SHEETS	FILENAME: 10JG22054



P.O.B. 10000
LAKE BUENA VISTA
FL 32830-1000
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FILING AREA OVERALL	DATE: 12/7/22
PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE 1" = 1000'
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 13 OF 16 SHEETS	FILENAME: 10JG22054



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

FILING AREA	OVERALL	DATE:	12/7/22
PROJECT NAME	DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE	1" = 1000'
SURVEY TYPE	SKETCH OF DESCRIPTION	DRAWN BY:	JLG
COMMENTS	SHEET 14 OF 16 SHEETS	FILENAME:	10JG22054

TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 89°17'26" E	153.63
L2	S 38°30'29" W	248.14
L3	N 50°02'45" W	9.00
L4	N 89°45'55" E	128.02
L6	S 89°58'43" W	431.70
L7	S 89°52'00" W	235.00
L8	S 89°49'34" W	334.40
L9	S 89°53'39" W	419.88
L10	N 00°16'32" E	208.71
L11	S 89°53'43" W	208.71
L12	N 00°16'32" E	458.63
L13	S 89°59'41" E	293.67
L14	N 00°06'58" E	615.49
L15	S 89°46'25" E	332.34
L16	N 00°13'26" E	50.00
L17	S 89°46'24" E	332.44
L18	S 89°51'37" E	331.87
L20	N 00°09'07" W	665.37
L22	S 89°44'07" W	495.03
L23	N 02°17'23" E	40.72
L24	N 18°56'28" E	11.18
L25	N 00°08'32" E	14.20
L26	N 45°08'32" E	35.36
L27	S 89°51'28" E	4.49
L28	N 00°08'32" E	60.00
L29	N 44°51'28" W	35.36
L30	N 00°08'32" E	10.44
L31	N 44°51'28" W	4.24
L32	N 00°08'32" E	346.14
L33	N 01°09'08" W	176.69
L34	N 44°51'28" W	39.61
L35	S 00°09'07" E	132.00
L36	N 89°52'11" E	240.29
L38	S 79°55'37" E	62.09
L39	N 89°52'08" E	193.48
L40	S 00°07'52" E	207.00
L41	S 89°52'08" W	350.00
L42	S 00°07'52" E	500.00
L44	N 89°52'08" E	400.00
L45	N 89°52'09" E	2.14
L46	S 45°03'23" E	42.36
L47	S 00°00'00" E	174.79
L48	S 09°05'25" E	282.87
L49	S 17°05'06" W	544.65
L50	S 54°40'11" E	66.55
L51	S 12°49'30" E	117.68
L52	S 13°29'51" E	341.79
L53	S 13°29'51" E	408.71
L54	S 15°17'58" W	294.15
L55	S 15°15'17" W	300.03
L56	N 74°44'43" W	45.00
L57	S 17°31'41" W	302.54
L58	S 15°15'11" W	177.35
L59	S 08°28'42" W	421.43
L60	S 81°31'15" E	26.00
L61	S 08°28'45" W	543.00
L62	N 81°31'15" W	26.00
L63	N 34°24'01" W	342.34
L64	N 41°10'58" E	504.10
L65	N 00°00'05" W	182.99
L66	N 00°00'05" W	262.45
L67	N 00°00'05" W	604.56
L68	N 89°59'55" E	550.00
L69	N 18°33'37" W	469.54
L70	N 00°00'05" W	391.70
L71	N 89°59'55" E	48.91

LINE#	BEARING	DIST.
L72	N 45°31'55" E	264.41
L73	N 89°59'55" E	356.15
L74	N 00°00'05" W	317.21
L77	N 89°50'43" E	190.56
L78	S 00°08'00" E	455.76
L79	N 89°52'00" E	20.00
L80	S 00°08'00" E	488.84
L81	N 34°12'14" E	149.99
L82	N 38°16'56" W	139.49
L83	N 20°31'56" W	110.01
L84	N 70°14'49" W	129.46
L85	N 45°48'22" W	132.54
L86	S 89°14'11" W	181.70
L87	N 17°05'06" E	386.62
L88	S 72°54'50" E	290.44
L89	N 10°23'11" E	320.40
L90	N 04°30'12" E	320.81
L91	N 87°47'48" W	244.99
L92	N 09°05'25" W	282.87
L93	N 00°00'00" E	186.09
L94	N 44°56'12" E	42.49
L95	S 00°16'52" W	182.00
L96	S 72°43'12" E	120.32
L97	S 68°43'12" E	476.40
L98	S 39°09'33" W	593.50
L99	S 39°49'53" W	428.75
L100	N 15°15'17" E	57.43
L101	N 74°44'43" W	42.00
L102	N 10°06'45" E	301.24
L103	N 15°17'20" E	293.98
L104	N 46°27'10" E	105.97
L105	N 05°42'05" E	369.98
L106	N 89°50'46" E	591.75
L107	S 00°08'49" E	132.00
L108	N 89°47'42" E	622.99
L109	S 60°04'38" E	118.30
L110	N 89°55'21" E	40.00
L111	N 89°56'33" E	50.00
L112	S 00°03'27" E	512.31
L113	S 00°03'27" E	358.24
L114	N 65°37'30" W	341.01
L115	N 27°43'20" W	492.90
L116	N 01°09'30" W	124.30
L117	N 50°54'37" W	282.74
L118	S 59°21'14" W	36.00
L119	N 38°52'34" W	156.01
L120	N 39°57'15" E	502.67
L121	S 37°21'28" E	61.64
L122	N 52°38'37" E	295.00
L123	N 37°21'24" W	236.29
L124	N 33°58'59" W	295.13
L125	N 32°17'07" E	68.88
L126	N 38°44'50" E	91.15
L127	N 51°13'07" W	15.63
L128	N 39°57'15" E	399.78
L129	N 45°03'33" W	10.00
L130	N 44°36'59" E	348.99
L131	N 52°48'15" E	150.00
L132	N 69°14'08" E	104.92
L133	N 88°35'33" E	600.08
L134	N 83°15'36" E	300.22
L135	N 00°04'03" W	120.00
L136	S 89°56'16" W	41.46
L137	N 00°07'53" W	333.91
L138	N 00°07'43" W	177.25
L139	N 00°00'15" E	50.16

LINE#	BEARING	DIST.
L140	N 00°04'00" W	631.66
L141	S 89°52'13" W	494.06
L142	N 90°00'00" W	5.12
L143	N 00°08'04" W	183.39
L144	N 00°08'11" W	68.07
L145	N 00°13'25" W	23.67
L146	S 89°55'00" W	128.49
L147	N 89°31'49" W	397.18
L148	N 89°31'34" W	122.10
L149	N 89°32'10" W	47.99
L150	N 89°31'47" W	361.14
L151	N 89°31'38" W	68.77
L152	N 89°32'02" W	98.33
L153	N 89°31'40" W	203.89
L154	N 09°35'39" W	23.58
L155	N 34°30'31" E	3.49
L156	N 89°39'50" W	46.97
L157	S 89°55'09" W	105.90
L158	N 89°59'55" E	429.40
L159	N 42°34'45" E	61.38
L160	N 77°28'31" E	6.16
L161	S 80°50'28" E	42.95
L162	S 76°40'19" E	50.95
L163	N 78°08'48" E	34.33
L164	S 30°04'17" E	4.22
L165	S 76°06'37" E	130.56
L166	N 89°59'55" E	618.64
L167	S 38°39'40" E	320.15
L168	S 01°48'36" E	382.26
L169	S 89°59'55" W	620.00
L170	S 00°00'05" E	250.00
L171	N 89°45'12" E	331.16
L172	N 22°25'57" E	47.85
L173	N 32°49'38" W	99.62
L174	N 06°38'41" W	20.86
L175	N 67°06'55" E	58.35
L176	N 80°46'35" E	124.29
L177	N 59°15'21" E	74.38
L178	N 76°39'34" E	72.66
L184	S 11°28'54" W	73.24
L185	S 17°38'04" W	10.26
L186	S 67°56'29" E	225.59
L187	N 45°25'09" E	16.32
L188	S 61°51'19" E	58.22
L189	S 30°56'12" E	14.64
L190	S 00°04'03" E	79.89



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

FILING AREA

OVERALL

PROJECT NAME

DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY

SURVEY TYPE

SKETCH OF DESCRIPTION

COMMENTS

SHEET 15 OF 16 SHEETS

DATE:

12/7/22

SCALE

DRAWN BY:

JLG

FILENAME:

10JG22054

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	85794.19	01°26'58"	2170.39	
C2	3921.00	14°53'09"	1018.71	N 25°02'25" E
C3	1597.84	09°05'25"	253.51	
C4	1457.85	26°10'31"	666.01	
C5	1597.85	102°07'51"	2848.19	
C6	1597.89	07°30'00"	209.16	
C7	2009.86	24°18'27"	852.67	S 10°48'36" W
C8	1809.86	11°41'10"	369.14	
C9	1809.86	17°06'44"	540.54	
C10	4501.37	06°46'34"	532.35	S 15°15'19" W
C11	1051.92	30°21'09"	557.26	
C12	814.00	20°35'33"	292.56	S 19°06'55" E
C13	1073.93	17°34'32"	329.43	S 36°35'41" E
C14	1759.86	33°38'13"	1033.17	S 00°08'08" E
C15	2059.86	14°13'45"	511.56	
C16	1457.89	12°05'33"	307.69	S 82°51'48" W
C17	1457.79	29°15'05"	744.25	
C18	1457.85	47°22'50"	1205.56	N 30°17'44" W
C19	1597.84	11°17'38"	314.96	N 02°12'13" E
C20	1457.85	09°05'25"	231.30	
C21	2774.79	14°35'33"	706.70	S 87°18'45" E
C22	310.00	64°11'44"	347.33	
C23	710.00	43°41'01"	541.32	
C24	17038.73	00°07'01"	34.76	S 39°57'15" W
C25	17038.73	00°07'00"	34.73	
C26	17038.73	05°07'15"	1522.83	
C27	17338.73	07°18'35"	2212.08	
C28	17338.73	03°23'57"	1028.62	
C29	17038.73	05°03'27"	1503.98	
C30	451.67	120°17'51"	948.32	S 44°19'15" W
C31	1767.86	30°38'14"	945.31	
C32	2009.86	28°47'54"	1010.21	N 15°18'05" E
C33	1809.86	30°18'27"	957.35	
C34	1759.86	13°41'33"	420.57	N 19°48'38" E
C35	2059.86	33°23'10"	1200.27	
C36	426.87	56°29'55"	420.93	
C37	1789.72	15°19'53"	478.90	
C38	1791.86	03°26'13"	107.49	N 78°45'37" E
C39	2181.28	06°37'08"	251.98	
C40	450.00	59°52'20"	470.24	S 00°12'18" E
C41	150.00	60°00'00"	157.08	
C42	622.20	73°46'51"	801.22	
C43	2405.91	15°39'49"	657.74	
C44	3677.60	09°13'43"	592.35	S 46°35'06" E
C45	724.53	32°07'27"	406.22	
C46	1433.91	30°54'26"	773.50	
C47	4489.66	06°27'44"	506.37	
C48	17028.73	05°21'16"	1591.38	
C49	17348.73	00°22'04"	111.39	
C50	17341.08	04°36'46"	1396.13	N 44°56'25" E
C51	17338.73	05°43'39"	1733.24	
C52	17038.73	05°21'16"	1592.32	
C53	1342.44	24°30'00"	574.04	N 44°44'08" E
C54	1342.40	19°21'25"	453.52	



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FILING AREA OVERALL	DATE: 12/7/22
PROJECT NAME DEVELOPERS' AGREEMENT IN OSCEOLA COUNTY	SCALE
SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY: JLG
COMMENTS SHEET 16 OF 16 SHEETS	FILENAME: 10JG22054

EXHIBIT 2
LOCATION MAP

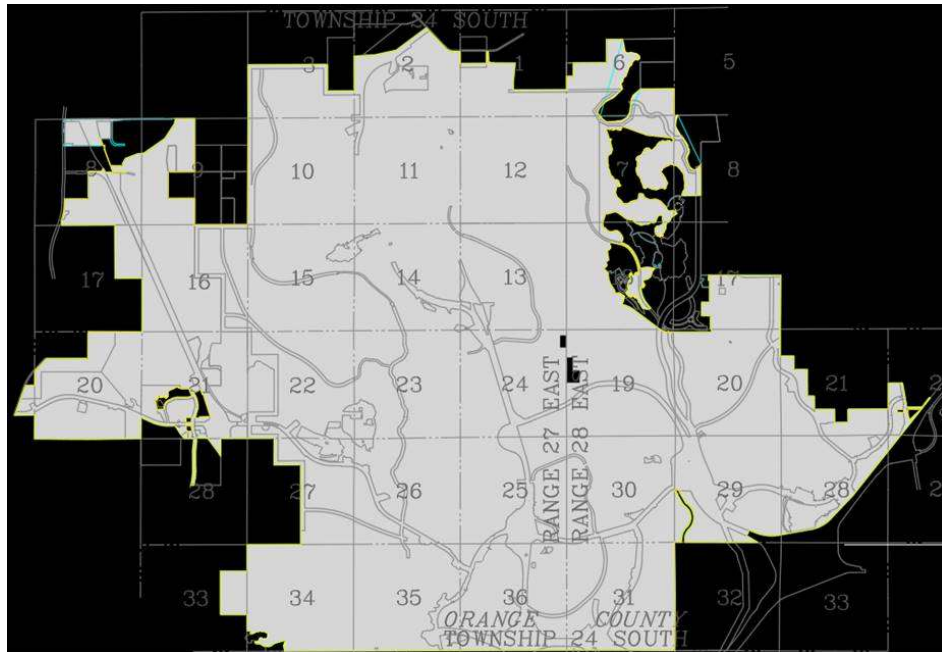


EXHIBIT 3
CAPITAL IMPROVEMENTS SCHEDULE

See below Tables 9-6 through 9-11 of the
Capital Improvement Element of the Comprehensive Plan

Table 9-6: Summary Five Year Schedule of Capital Improvements (in thousands)

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL
Roads (RCID)	\$32,000	\$19,160	\$32,500	\$58,000	\$144,500	\$168,000	\$454,160
Potable & Reuse Water	\$708	\$2,400	\$1,650	\$1,800	\$7,850	\$4,850	\$19,258
Sanitary Sewer	\$2,350	\$7,000	\$13,000	\$6,000	\$4,500	\$6,000	\$38,850
Solid Waste	\$120	\$230	\$2,500	\$0	\$1,000	\$10,100	\$13,950
Drainage	\$800	\$0	\$0	\$0	\$0	\$0	\$800
TOTAL RCID	\$35,978	\$28,790	\$49,650	\$65,800	\$157,850	\$188,950	\$527,018
Roads (County/State/Federal)	\$260,026	\$115,594	\$7,395	\$1,050	\$0	\$0	\$384,065

Table 9-7: Five Year Schedule of Capital Improvements for Roads (in thousands)

Figure 9-1 Project #	Project Description	Funding Source	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
1	World Drive North Phase 2 Construction of approx. 3.2 miles of roadways, ramps, bridges, MSE retaining walls, utility relocations; drainage and the creation of a regional stormwater pond, landscaping and irrigation, etc.	Bond Funds (On Hand)	\$25,000	\$1,660			\$0	\$0	\$26,660
2	Intersection Improvements at Buena Vista Drive/Western Way Interim intersection improvements to relieve PM peak delays.	Bond Funds (On Hand)	\$2,000				\$0	\$0	\$2,000
3	World Drive North Phase 3 Construction of 4 lane divided rural roadway extending WDN Phase 2 to Floridian Place. Project includes utility relocations; drainage, landscaping and irrigation, etc.	Bond Funds (On Hand & New)	\$5,000	\$17,500	\$32,500	\$35,000	\$31,500		\$121,500
4	Western Way and Buena Vista Drive Widening from 4 lane urban and rural divided road to 6 lanes from BVD to East of SR 429 including intersection improvements at Western Way and BVD (flyover). (Total Projected Cost \$250,000,000/FY 25-29)	Bond Funds (New)				\$20,000	\$75,000	\$75,000	\$170,000
5	Realign Vista Way to Connect to Buena Vista Drive Realign Vista Way where it curves northward toward CR 535 to extend straight across to Buena Vista Drive south of the warehouses. (Total Projected Cost \$34,000,000 / FY25-28)	Bond Funds (New)				\$1,000	\$8,000	\$15,000	\$24,000
6	Buena Vista Drive Intersection 5 (Disney Springs Corridor) Intersection improvements to reduce congestion during nighttime closing.	Bond Funds (New)				\$2,000	\$30,000	\$28,000	\$60,000
7	Buena Vista Drive Dedicated Bus Lanes Construct additional bus lanes from Bonnet Creek Parkway to World Drive. (Total Projected Cost \$200,000,000/ FY27-30)	Bond Funds (New)						\$50,000	\$50,000
Total RCID Roads			\$32,000	\$19,160	\$32,500	\$58,000	\$144,500	\$168,000	\$454,160

Table 9-8: Five Year Schedule of Capital Improvements for Potable/Reuse Water (in thousands)

Figure 9-2 Project #	Project Description	Funding Source	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY2027	Total
Not Shown	Indirect Potable/Reuse Project	Bond Funds Non Taxable		500	1,000	1,000	1,000	1,000	4,500
Not Shown	Well Rehabilitation Program	Bond Funds Non Taxable	300	300	300	330	300	300	1,800
Not Shown	Well #2 Construction	Bond Funds Non Taxable				200	2,500		2,700
1	Contemporary Reclaimed Water Conversions	Bond Funds Non Taxable			350				350
2	Epcot Reuse Water Conversions	Bond Funds Non Taxable	200	1,600			150	3,550	5,500
Not Shown	Golf Course Booster Pump Station Rehab (4 Total)	Bond Funds Non Taxable				100	400		500
3	Reuse Water Extension Along World Drive to Service DHS	Bond Funds Non Taxable	208						208
Not Shown	Remote Reuse Water Storage and Re-pump SRF	Bond Funds Non Taxable				200	3,500		3,700
Total Potable and Reuse Water			\$708	\$2,400	\$1,650	\$1,800	\$7,850	\$4,850	\$19,258

Table 9-9: Five Year Schedule of Capital Improvements for Sanitary Sewer (in thousands)

Figure 9-3 Project #	Project Description	Funding Source	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
Not Shown	Lift Stations Rehabs and Upgrades: #7 & #60 Master Lift Stations, and Duplex Lift Station Program	Bond Funds Non Taxable	600	3,000	5,000	3,000	2,500	4,000	18,100
Not Shown	Rehabilitation of Collection System	Bond Funds Non Taxable	750			2,000	2,000	2,000	6,750
WWTP	WWTP Dewatering Facility / Food Waste Transfer Station	Bond Funds Non Taxable	1,000	4,000	8,000	1,000			14,000
Total Sanitary Sewer			\$2,350	\$7,000	\$13,000	\$6,000	\$4,500	\$6,000	\$38,850

Table 9-10: Five Year Schedule of Capital Improvements for Solid Waste (in thousands)

Figure 9-4 Project #	Project Description	Funding Source	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
1	Tipping Floor Resurface and Drain System Rehab	Bond Funds Taxable						\$100	\$100
1	Transfer Station Expansion	Bond Funds Taxable	\$120	\$230	\$2,500		\$1,000	\$10,000	\$13,850
Total Solid Waste			\$120	\$230	\$2,500	\$0	\$1,000	\$10,100	\$13,950

Table 9-11: Five Year Schedule of Capital Improvements for Drainage (in thousands)

Figure 9-5 Project #	Project Description	Funding Source	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
1	Major Rehabilitation: S-14	Outside Drainage Fees On Hand	\$800	\$0	\$0	\$0	\$0	\$0	\$800
TOTAL DRAINAGE			\$800	\$0	\$0	\$0	\$0	\$10	\$800

EXHIBIT 4

LIST OF REQUIRED LOCAL DEVELOPMENT PERMITS

Permitting Agency	Permit Type
Florida Fish and Wildlife Commission (FFWC)	Listed Species Survey
	Gopher Tortoise Relocation
	Indigo Snake Monitoring
US Army Corps of Engineers (ACOE)	Construction Commencement Notification
	Long Term Permit Notification (Wetland Impact)
Reedy Creek Energy Services (RCES) / Walt Disney World Environmental Affairs (WDWEA)	"In House" Utility Permit (for) Potable Water/Wastewater/Reclaimed Water
	Fire Line Dedication Letter
	Grease Trap/Holding Tanks (see UP above)
	A/C Condensate/Dry Well/Portable toilets (see UP above)
	Utility Service Request (USR)
Reedy Creek Improvement District (RCID) Planning and Engineering Department (P&E)	Planning Consistency Review
	South Florida Water Management District (SFWMD) - ERP Modification
	RCID Dewatering - Pull From Ground
	SFWMD Dewatering - Pull From Ground
	Planning Concurrence Review
	Planning Site Plan Review
	Storm Water Pollution Prevention Plan (SWPPP)
	Turbidity Control Plan Permit
	Site Civil Construction Plan Review
	Right of Way Use / Haul Permit
	Right of Way Permit
	Maintenance of Traffic
Florida Department of Environmental Protection (FDEP)	Notice of Intent to use General Permit
	Dewatering - Discharge to Surface
	Air Construction Permit
	NPDES Generic Stormwater Permit
	Utility Construction Notification
	Large Storage Tanks