



AGENDA

July 24, 2024
10:30am

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Board of Supervisors Meeting
Agenda
July 24, 2024
10:30 a.m.

- 1. CALL TO ORDER**
- 2. OPENING INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. SAFETY MINUTE**
- 5. PUBLIC COMMENT PERIOD**
- 6. CONSENT AGENDA**
 - 6.1** June 5, 2024 Meeting Minutes
 - 6.2** June 12, 2024 Meeting Minutes
 - 6.3** Contingent Settlement Agreement and Release between the Central Florida Tourism Oversight District and DPR Construction Inc.
- 7. REPORTS**
 - 7.1 Management Report**
 - Retirement Acknowledgement of David Ward
 - 7.2 Informational Report**
 - Semi-Annual Easement Report
 - 7.3** Third Amendment to the Amended and Restated Labor Services Agreement for the Reedy Creek Energy Services Fiscal Year 2025 annual adjustment to the operational services fee in an amount not-to-exceed \$35,157,921
- 8. GENERAL BUSINESS**
 - 8.1** Ten-year renewal of Contract No. 5114 utilizing Florida Gas Transmission Company for natural gas firm transportation service with an estimated annual cost of \$2,570,000

- 8.2** First Amendment of Agreement for Purchase and Sale of Electric Capacity and Energy with Florida Municipal Power Agency (All Requirements Power Supply Project) with an estimated annual capacity cost of \$6,004,000
- 8.3** Award of contract for professional engineering services for the replacement of Motor Control Center A & B located within the Studios North Central Energy Plant in the amount of \$322,408.91 plus 10% contingency, along with Reedy Creek Energy Services' design/support services fees of \$160,000 for a total of \$514,649.80
- 8.4** Proposed Budget & Millage Presentation FY25
- 8.5** Discussion regarding the appointment of the General Counsel

9. PUBLIC HEARING

10. OTHER BUSINESS

11. ADJOURN

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

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

In The Matter Of:
Central Florida Tourism Oversight District

Board of Supervisors Meeting
June 5, 2024

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

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS MEETING

*** * * * ***

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

DATE TAKEN: June 5, 2024

TIME: 10:30 a.m. - 10:54 a.m.

REPORTED BY: SANDRA D. BROWN, FPR,
Court Reporter and Notary Public
State of Florida at Large

PRESENT:

BOARD MEMBERS: Charbel Barakat, Vice Chairman; Brian Aungst, Jr.; Ron Peri; Bridget Ziegler; Craig Mateer

SPEAKERS: Ron Peri; CFTOD board member; Katherine Luetzow, CFTOD Planning & Engineering Manager; Woody Rodriguez, Disney Parks Director of External Affairs; George Miliotes, Wine Bar George, Sherry Cioffi, Millennium Restaurant Group

CFTOD STAFF: Stephanie Kopelousos, District Administrator; Paula Hoisington, Deputy District Administrator of Administration; Mike Crikis, Deputy District Administrator of Operations; Daniel Langley, Esquire, General Counsel; Richard Komando, Esquire, District Counsel; Eddie Fernandez, CFTOD Operational Safety Consultant; Eric Ferrari, Acting Fire Chief; Alycia Mills, Executive Assistant; Matthew Oberly, External Affairs Director; Rocky Haag, External Affairs Coordinator; Tanya Naylor, Director of Security and Emergency Management; Ron Zupa, IT Service Delivery Manager; Samarth Thomas, Systems Administrator; Katherine Luetzow, Planning & Engineering Manager; Michele Dicus, Human Resources Director; Tiffany Kimball, Contracting Officer; Joey Rodriguez, Chief Building Inspector and Interim Building Official; Christine Ferraro, Director - RCES; Jason Herrick, Director of Public Works and Utilities Advisor; Wendy Duncan, Manager - Laboratory Operations; Holly Hagans, Security and Emergency Management Coordinator; Erin O'Donnell, Town Clerk and Public Records Administrator; Heidi Powell, Manager - Financial Reporting Analysis

P R O C E E D I N G S

* * * * *

VICE CHAIR BARAKAT: I'll go ahead and call the meeting to order. Welcome, everybody, to this -- today's June 5th meeting of the Central Florida Tourism Oversight District. The meeting is now called to order. I would like to call upon Supervisor Ron Peri to lead the invocation. No, no -- invocation, invocation. Thank you.

MR. PERI: Although most of my career has been in business, I did spend some time pastoring, and I had a professor at seminary who said you need to be ready to preach, pray, or die at a moment's notice. Okay. And so just a few minutes ago, Charbel came to me and asked, Could you give the invocation this morning? Okay.

But I would like to share something with you, and that is this: There's a very popular proverb. It's Proverbs 29, Verse 18, "Where there is no vision, the people perish." And that's typically interpreted as meaning where you don't have someone who's a visionary looking forward and -- or laying out a vision that's been used in business meetings to say, look, we've got to come up with a vision statement and so on.

1 Actually, what it means is this: When you
2 look at it in the original Hebrew, where there is
3 no revelation, the people perish. Because the word
4 there is actually the word that would have been
5 used for the Prophets. They were called seers, and
6 they were seeing things given to them by God,
7 visions, and then they wrote them down. And so we
8 have a book of visions that tells us things that go
9 beyond anything that we might know through our own
10 senses revealed through individuals and 66 books.
11 And the basis, frankly, of the United States of
12 America when you study the history.

13 But what it says is, Where there is no vision,
14 the people perish. It's basically the guardrails
15 that keep you in place. Our founders knew about
16 that and they understood that the ten commandments
17 were never given as a means of salvation. They
18 were given to the Jews just before they went into
19 the Promised Land given twice. First time after
20 they came out of Egypt when they thought it was
21 just a seven-day journey to where they were going.
22 And the second time in Deuteronomy 40 years later
23 after they're wandering the wilderness when they
24 knew they were going into the Promised Land.

25 And each time they were told this: If you

1 keep these commandments, you will survive and you
2 will succeed and you will stay in the land. If you
3 do not -- this is kind of strong -- the land will
4 vomit you out because they're basically the rules
5 for how to live together in a large community.
6 Don't kill your neighbor. Don't steal from your
7 neighbor. Don't rob your neighbor's wife, and so
8 on. Simple stuff. Not associated really so much
9 with any religion as they are with just kind of
10 basic rules.

11 We live in a time in our society where we are
12 re-examining what should the rules be. And I would
13 encourage you to take a look at the ultimate source
14 for the ultimate rules. Test it out for yourself.
15 I say this -- in my mid 20s, I was an atheist.
16 Today I am convinced there is a God, and that what
17 we see provides incredible hope for us even in the
18 most trying times.

19 So I'm just going to lead in a word of prayer
20 right now, and my prayer: As I come before you,
21 Lord, is first for our nation. Lord, I pray that
22 the next months and years would be times of great
23 discoveries where people would discover how loving
24 and kind and wonderful you are. Where they might
25 discover just the incredible gifts that you

1 provided through your Son and through the blessing
2 of his life, his death, and his resurrection.

3 And, Lord, this morning we ask your guidance
4 in our discussions and deliberations. We pray
5 that, ultimately, we might honor you. We come
6 before you in Jesus' name. Amen.

7 ATTENDEES: Amen.

8 VICE CHAIR BARAKAT: Amen. Wow, Ron, pretty
9 good for short notice. That was perfect.

10 MR. PERI: I was ready to die.

11 VICE CHAIR BARAKAT: You, me, and The
12 Notorious B.I.G. Anyway -- all right.

13 Anyway, with that, we'll -- let's -- let's
14 stand for the pledge of allegiance.

15 ATTENDEES: I pledge allegiance to the flag of
16 the United States of America, and to the Republic,
17 for which it stands, one nation, under God,
18 indivisible, with liberty and justice for all.

19 VICE CHAIR BARAKAT: Thank you. And, look, I
20 also -- one thing I wanted to add before we get
21 into the business of the meeting, just to recognize
22 maybe with a brief moment of silence. It is June,
23 a month of great significance for a lot of folks.
24 In particular, two events. We're celebrating --
25 not celebrating, but I wanted to acknowledge the --

1 two significant anniversaries of two very
2 significant events.

3 First of all, as I'm sure a lot of you are
4 probably aware, tomorrow is the 80th anniversary of
5 the D-Day invasion of Normandy. And yesterday,
6 June 4th, was the 35th anniversary of the
7 Tiananmen Square massacre in the People's Republic
8 of China. And I thought it would be appropriate to
9 take a moment to recognize those two occasions.

10 One, to recognize sacrifices made by our
11 forebearers in the defense of liberty who knew that
12 the defense -- a threat to liberty anywhere was a
13 threat to liberty everywhere, and that freedom is
14 not, in fact, free.

15 And, secondly, to acknowledge the loss of life
16 for those who stood up to try to obtain liberty, to
17 try to stand up for liberty. Anybody -- I think
18 that's a message that speaks to Americans, it
19 speaks to anyone who acknowledges the threat of
20 totalitarianism around the world.

21 I know my -- I'm the -- my mother is a refugee
22 from a communist -- communism. My wife is a
23 refugee from communism, and I think it's important
24 that we take note in that -- because the folks in
25 that country cannot acknowledge that anniversary, I

1 think it's important we take a moment to
2 acknowledge it here. So if you all will indulge me
3 with a short moment of silence.

4 (Moment of silence.)

5 VICE CHAIR BARAKAT: Okay. Thank you. Thank
6 you very much. With that, we will move on to the
7 agenda. The next item is our public comment
8 period. I have some public comments, but I believe
9 they're deferred for later in consideration
10 specifically to the development agreement. So on
11 that basis, we will hold off on those comments and
12 move to the consent agenda items.

13 To that, we move to item four -- or, I guess,
14 do we have a consent agenda, or that's -- we don't.
15 All right. No consent agenda.

16 So we're now moving on to the public hearing,
17 Item 4.1 on our agenda, consideration of the
18 Chapter 163 development agreement, first reading.
19 This is a consideration, the first of two public
20 hearings to consider a request for Board approval
21 of a Chapter 163 development agreement between the
22 Central Florida Tourism Oversight District and Walt
23 Disney Parks and Resorts, U.S., Incorporated.

24 Ladies and gentlemen of the Board, the
25 development agreement for your consideration was

1 negotiated in good faith and pursuant to our
2 settlement agreement with Disney. The 15-year
3 agreement is intended to make significant capital
4 improvements within the District. The District
5 agrees to update our comprehensive plan and land
6 development regulations and provide infrastructure
7 consistent with those plans going forward if it is
8 acceptable to the Board. Katherine Luetzow,
9 manager of planning and engineering, will present
10 the details. Katherine, the floor is yours.

11 MS. LUETZOW: Good morning.

12 VICE CHAIR BARAKAT: Good morning.

13 MS. LUETZOW: As mentioned, I'll provide a
14 brief overview of the request for a development
15 agreement that was received by Walt Disney Parks
16 and Resorts, Inc. I should note that this public
17 meeting was advertised in our local Orlando
18 Sentinel paper, and we did mail out notices to all
19 applicable land owners.

20 So this proposed development agreement covers
21 17,000 acres approximately of land within the
22 District that is currently owned by Walt Disney
23 Parks and Resorts and their subsidiaries. I will
24 note that there is no district property covered
25 under this currently.

1 The agreement, as mentioned, is for a 15-year
2 duration, and the overall intent is to ensure that
3 the District's capital facilities planning and
4 comprehensive planning coincides with the
5 development planning.

6 In terms of agreement highlights, Disney is
7 currently planning up to 17 billion of capital
8 investments within the District in the next 10 to
9 20 years with a commitment of 8 billion in the next
10 ten years. There are provisions for Buy Local
11 initiatives including a minimum of 50 percent of
12 goods and services related to the design,
13 development, and construction to be retained with
14 Florida businesses. There is \$10 million going to
15 attainable housing projects, and there are
16 provisions for land, as well as wetland and
17 threatened and endangered species mitigation
18 credits being donated to the District for our
19 public infrastructure facilities and projects in
20 support of this development.

21 In return, the District is planning to provide
22 those public services and facilities necessary to
23 support Disney's investment. In addition, we are
24 committing to updating our land development
25 regulations by September of this year, and to

1 finish our comprehensive plan update by the third
2 quarter of next year.

3 And, finally, we are ensuring that we will
4 continue the coordination in making sure we have
5 the land owner support regarding these capital
6 improvement projects.

7 Overall, this proposed development agreement
8 promotes growth and development not only throughout
9 the District but the surrounding areas. It will be
10 a benefit to all of the Central Florida economy
11 creating jobs, as well as additional state and
12 local revenue. It re-establishes and re-affirms
13 that public-private partnership between the
14 District and Disney, and, as mentioned, has been
15 negotiated in good faith meeting our commitment
16 within our settlement agreement.

17 And, finally, it provides that critical
18 planning aspect so that the District can make sure
19 our public infrastructure and facilities are
20 provided ahead of the development demand ensuring
21 that we have efficient use of our resources. This
22 benefits not only both parties of the agreement,
23 but all of the District's guests, visitors,
24 employees, and residents, as well as our
25 surrounding neighbors and communities.

1 As such, staff has reviewed this agreement,
2 and at the end of our public hearing process is
3 recommending that the Board review and approve this
4 development agreement. Thank you.

5 VICE CHAIR BARAKAT: Very good. Thank you,
6 Katherine. Thank you to you and your entire team
7 for -- I know there was a lot of hard work that
8 went into this in a -- in a short period of time,
9 so I can't thank you-all enough.

10 Does anyone have any questions for -- for
11 Katherine before we move on?

12 MR. AUNGST: Thank you.

13 MS. LUETZOW: Thank you.

14 VICE CHAIR BARAKAT: Thank you. All right.
15 Does a representative from the applicant, Walt
16 Disney Parks and Resorts, wish to make any
17 comments?

18 MR. RODRIGUEZ: Good morning, Mr. Chair --
19 vice chair and members of the Board. Woody
20 Rodriguez, director of external affairs, for the
21 applicant. I just want to thank the Board for
22 bringing this matter -- your consideration to this
23 agreement this morning, and especially thank your
24 district administrator, who has definitely hit the
25 ground running, so we're appreciative.

1 The development agreement will enable us to
2 continue to invest significantly in the District to
3 benefit all parties, and we hope that the Board
4 votes to approve it at your next public hearing.
5 Thank you.

6 VICE CHAIR BARAKAT: Thank you, Mr. Rodriguez,
7 and thank you for your efforts. I appreciate you
8 being here today and the effort to get it before
9 the Board, as well.

10 Stephanie, before we get further into it, I
11 believe you might have some additional changes to
12 the development agreement between the -- between
13 CFTOD and Disney that I would appreciate it if you
14 can present these proposed changes before we go to
15 public comment.

16 MS. KOPELOUSOS: Sure. And I'll put a copy by
17 each of yours with a tab. Also, if anyone from the
18 public would like a copy, I've highlighted those
19 changes in this. I'll put it at the end of the
20 table. We can provide that to you.

21 If you'll look at page 4, that's the first
22 change that we -- we've included. We're just
23 reiterating in this document that we are currently
24 in the process of updating our comp plan, so we
25 included that language in there, as well. If you

1 look at page 7, there's a reference to Section
2 252.363. After further research, we determined
3 that that was not appropriate in a -- that statute
4 does not deal with development agreements;
5 therefore, we just eliminated that language.

6 And then if you look on page 16, we, as staff,
7 get caught up in the acronyms that we use, and
8 we're trying to eliminate that so when the general
9 public reads this, and any normal person who
10 doesn't deal with some of the things we deal with
11 every day, it's spelled out for everyone. So we
12 had put T and E, and we changed it to threatened
13 and endangered specie credit donation.

14 So those are the three changes that we would
15 recommend you consider today before you open it up
16 for public comment.

17 VICE CHAIR BARAKAT: Okay. Stephanie, thank
18 you. I know -- I know those changes came from a
19 lot of -- some internal considerations, and that,
20 you know, right up until last minute we've been
21 working on this thing, so I appreciate --
22 appreciate those suggestions.

23 I believe before -- would it be appropriate,
24 Counsel, I mean, to have public comment and then
25 vote on those changes; is that right?

1 MR. LANGLEY: Correct.

2 VICE CHAIR BARAKAT: Okay. In that case, we
3 will move to the public hearing and to public
4 comment. I would like to reiterate what Katherine
5 said. We advertised this meeting and next weeks
6 final meeting, June 2nd (sic), 7:30 p.m., on the
7 development agreement in the Orlando Sentinel. We
8 have mailed record -- letters to all the property
9 owners, given proper legal notice to all the
10 property owners in the District and those who are
11 major property lessees within our District. We
12 made every effort to make sure that the word is out
13 about this development agreement in the interest of
14 full transparency and full -- in the spirit of
15 Sunshine in which this district operates.

16 It is very important so that everyone have an
17 opportunity to comment on the agreement presented
18 today, all those interested and impacted by this
19 development agreement in -- in the area. A general
20 reminder with that, so we're going to have an
21 opportunity for public comment. We will have
22 further opportunity for public comment at the
23 meeting next week.

24 I can't emphasize that enough. It's a new era
25 in this district. This is a weighty task in front

1 of us, and we want to make sure that everybody has
2 an opportunity to speak and be heard on this issue.
3 It is important for us to receive public comments
4 to enact the will of the people. And a general
5 reminder, this is a time for public comment, not a
6 question-and-answer period for the Board.

7 With that, are there any members of the public
8 who would like to speak concerning the development
9 agreement? I have two names in front of me. We'll
10 start with Sherry, is it Cioffi, of the Millennium
11 Restaurant Group. Why don't you step forward,
12 Ms. Cioffi, introduce yourself --

13 MR. MILIOTES: I'm not Sherry. Sherry and I
14 are trading spots, if that's okay. I'm George
15 Miliotes.

16 VICE CHAIR BARAKAT: Are you George? Okay.
17 All right. Well, we'll go ahead and start with
18 George --

19 MR. MILIOTES: I'm not Sherry.

20 VICE CHAIR BARAKAT: Okay. Is it -- is it
21 Miliotes?

22 MR. MILIOTES: Miliotes. You get a gold star
23 for first time saying it right. I appreciate that.

24 VICE CHAIR BARAKAT: Thank you, sir.

25 MR. MILIOTES: And I appreciate the time and

1 being able to speak. My name is George Miliotes.
2 I'm the owner and operator, with my wife, of Wine
3 Bar George at Disney Springs, and I'm here to
4 strongly urge that y'all accept this agreement.

5 My wife and I's families, if you go back all
6 the way to the '50s, have operated small businesses
7 in Central Florida for about a hundred total years
8 combined, and the one thing that we're sure of is
9 that investment and re-investment guarantee growth
10 and excellence. So when we see the billion dollar
11 number in front of the investment that's on the
12 table, we get very excited.

13 And the excitement isn't just for us. I want
14 to make it clear that there are 80 families that
15 work for us. And then at the Springs, how many
16 families are there? Thousands of families who work
17 out of those restaurants very, very hard. And so
18 we know that we're securing the future if we make
19 this investment. And we really just plain strongly
20 want to urge y'all to accept the agreement. And if
21 you accept the agreement, maybe I'll bring some
22 champagne to the next meeting.

23 VICE CHAIR BARAKAT: I won't comment on -- I
24 won't comment on the champagne. I'll let -- I'll
25 let the general counsel speak to that. But I will

1 say, you know, Mr. Miliotes, thank you for those
2 comments. You know, it was Senator Everett Dirksen
3 who famously said, you know, you talk about a
4 billion here, a billion there, pretty soon you're
5 talking real money. And, you know, you talk about
6 numbers this large, it can be a little bit
7 abstract, but hearing real live stories like yours
8 about the profound economic impact that this could
9 have on our district, I think that's very
10 meaningful, and I'm sure it means a lot. I know it
11 means a lot to the members of this Board, so thank
12 you for taking the time to be here.

13 With that, is it -- is it Ms. Cioffi?

14 MS. CIOFFI: Very close. I'm not George. My
15 last name is Cioffi.

16 VICE CHAIR BARAKAT: Cioffi.

17 MS. CIOFFI: It's Italian, and I married in,
18 so they let me in. I'm here today because I
19 represent three concepts at Disney Springs:
20 Splitville Luxury Lanes, Homecomin' Florida
21 Kitchen, and Everglazed Donuts and Cold Brew.

22 I'm here because we support the agreement. It
23 shows that the District and Disney are ready and
24 willing to resume working together to do good
25 things for the state of Florida and also bring lots

1 of jobs to Central Florida. The \$17 billion, as
2 George mentioned, billion, proposed Disney
3 investment will certainly bring more jobs, more
4 tourists, and more economic development to our
5 region.

6 There's also a commitment to bringing
7 infrastructure improvements in the District with
8 contributions from both parties. This will benefit
9 all of us that live and work in this district.

10 As a small business, we see the importance of
11 the growth that this will bring and -- in the near
12 term, as well as moving forward. Thank you for
13 giving me the opportunity to speak today, and I
14 urge your support of this agreement. And I would
15 bring donuts if this is approved.

16 MR. MILIOTES: I can pair champagne with
17 donuts.

18 VICE CHAIR BARAKAT: Well, thank you. Thank
19 you for that kind offer. Very good. I have no
20 further cards in front of me, so I believe we've
21 got no one further to speak, in which case I will
22 now close the public comment.

23 I will then now open the floor. Do any board
24 members have any -- any questions or comments?
25 I'll start -- I'll look to my left first. I always

1 look to my right. Any comments here? Good?
2 Comments? Very good.

3 Okay. In that case, is there a motion to
4 accept these changes to the agreement and vote on
5 the development agreement as amended?

6 MR. AUNGST: Mr. Chair, I move to accept the
7 proposed revisions to the development agreement as
8 presented by our district administrator, and
9 approve the development agreement for second
10 hearing.

11 MS. ZIEGLER: Second.

12 VICE CHAIR BARAKAT: Thank you, Supervisor
13 Aungst, and thank you both. All right. And that's
14 a motion and a second. And all those in favor,
15 say, yea.

16 THE BOARD: Yea.

17 VICE CHAIR BARAKAT: Any opposed?

18 Hearing none, let the record reflect the vote
19 passes unanimously.

20 Very good. Well, again, thank you, everyone,
21 for participating and the invaluable insights
22 shared during today's meeting. I want to take -- I
23 want to remind everyone of the next meeting to take
24 final action on the Chapter 163 development
25 agreement between the Central Florida Tourism

1 Oversight District and Walt Disney Parks and
2 Resorts, U.S., Incorporated, on June 2nd (sic) at
3 7:30 p.m. This is an unusual time for us. I think
4 partly motivated by, we have a meeting during the
5 day, we know not everybody can get here. We're
6 going to have a meeting in the evening. We want to
7 make sure that there's a full opportunity for as
8 many members of the public to have their voice
9 heard.

10 So June 12th, 7:30 p.m., right here at the
11 Central Florida Tourism Oversight District. Once
12 again, thank you to each of you for your
13 participation.

14 MS. KOPELOUSOS: Can I make one -- I'm sorry.

15 VICE CHAIR BARAKAT: Sorry, go ahead.

16 MS. KOPELOUSOS: I just want to make sure to
17 announce that we may have a private meeting with
18 the Board related to some federal -- a federal
19 lawsuit at the next meeting, so we did advertise
20 that and just want to make sure that's on the
21 record today.

22 VICE CHAIR BARAKAT: Yes. Thank you,
23 Stephanie. I was -- was about to get to that, but,
24 yes --

25 MS. KOPELOUSOS: Sorry.

1 VICE CHAIR BARAKAT: -- no, thank you for
2 underlining that. Yes, for everyone's benefit,
3 I'll reiterate that. We have a -- on the 12th,
4 we're going to be very busy. We're going to have
5 further consideration of the development --
6 developer's agreement. We will have a possible
7 shade meeting regarding the federal lawsuit, and
8 also I want to make it be known that we may move up
9 some items from the regular meeting to next week's
10 special meeting in consideration of possible
11 cancellation of the meeting -- the regularly
12 scheduled meeting on June 26th.

13 So I think it's going to be a very -- a very
14 busy agenda next week, and I encourage everyone to
15 attend. I believe we've covered everything.
16 Stephanie? Dan?

17 Okay. So, with that, again, thanks, everyone.
18 Do I -- do any members have any comments before I
19 request a motion to adjourn?

20 MR. AUNGST: Mr. Chair, just that it's a great
21 big, beautiful tomorrow shining at the end of
22 June 12th, and I'm looking forward to that, so...

23 VICE CHAIR BARAKAT: I appreciate that,
24 Supervisor Aungst. I think we all -- we all feel
25 that way. It is a -- yeah, it is, in fact, we're

1 heading towards a brand new day, and I think we're
2 all very excited about where this is going for the
3 employees and residents of the District and the
4 business people and really just for the people of
5 Central Florida. And I think this -- you know, my
6 only -- you know, I only wish we could have gotten
7 here sooner, but I'm glad we're -- I'm glad we're
8 getting here today, and it's very exciting.

9 So, with that, is there a motion to adjourn?

10 MS. ZIEGLER: So moved.

11 MR. AUNGST: So moved -- second.

12 VICE CHAIR BARAKAT: All right. The motion
13 and the second. All those in favor, say yea.

14 THE BOARD: Yea.

15 VICE CHAIR BARAKAT: Let the record reflect
16 that we are officially adjourned. Thank you-all
17 very much. The meeting is adjourned at 10:54 a.m.,
18 and thank you-all and have a good week. See you
19 next week.

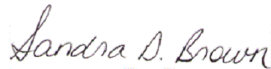
20 (The meeting adjourned at 10:54 a.m.)
21
22
23
24
25

C E R T I F I C A T E

STATE OF FLORIDA
COUNTY OF ORANGE

I, SANDRA D. BROWN, Florida Professional
Reporter, certify that I was authorized to and did
stenographically report the foregoing proceedings
and that the transcript is a true and complete
record of my stenographic notes.

Dated this 27th day of June, 2024.



SANDRA D. BROWN
FLORIDA PROFESSIONAL REPORTER

In The Matter Of:
Central Florida Tourism Oversight District

Board of Supervisors Meeting
June 12, 2024

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS MEETING

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

DATE TAKEN: June 12, 2024

TIME: 7:30 p.m. - 8:10 p.m.

REPORTED BY: SANDRA D. BROWN, FPR,
Court Reporter and Notary Public
State of Florida at Large

PRESENT:

BOARD MEMBERS: Charbel Barakat, Vice Chairman; Brian Aungst, Jr.; Ron Peri; Bridget Ziegler; Craig Mateer

SPEAKERS: Father Blake Britton, Diocese of Orlando, Florida; Stephanie Kopelousos, District Administrator; Marcos Araujo; Katherine Luetzow, Planning & Engineering Manager; Christine Ferraro, Director - RCES; Robert Agrusa, Central Florida Hotel & Lodging Association; Robert Earl, Planet Hollywood; Patrick Ferguson

CFTOD STAFF: Stephanie Kopelousos, District Administrator; Paula Hoisington, Deputy District Administrator of Administration; Mike Crikis, Deputy District Administrator of Operations; Daniel Langley, Esquire, General Counsel; Rich Komando, Esquire, District Counsel; Eric Ferrari, Acting Fire Chief; Alycia Mills, Executive Assistant; Matthew Oberly, External Affairs Director; Rocky Haag, External Affairs Coordinator; Tanya Naylor, Director of Security and Emergency Management; Ron Zupa, IT Service Delivery Manager; Samarth Thomas, Systems Administrator; Katherine Luetzow, Planning & Engineering Manager; Tiffany Kimball, Contracting Officer; Susan Higginbotham, Director of Finance; Christine Ferraro, Director - RCES

P R O C E E D I N G S

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VICE CHAIR BARAKAT: All right. I've got -- I've got 7:30, so we will go ahead and begin. I call this meeting of the Central Florida Tourism Oversight District to order.

Welcome, everybody, for an important meeting, special meeting. Appreciate y'all coming during the evening hours. I like to call CFTOD after dark. Thank you. For our opening invocation, I'd like to welcome Father Blake Britton. Father Blake is a Roman Catholic priest of the Diocese of Orlando and holds degrees in both philosophy and theology. He's an author and speaker frequently requested for conferences, university lectures, podcasts, and retreats. Father Blake's writings are featured in several national and international publications. He's the author of the best-selling book, Reclaiming Vatican II, a historical and theological survey of the past 60 Years of faith development in the catholic church.

In addition to writing, Father Blake has been featured in a documentary on the origin of catholicism in Florida; co-host, the landmark YouTube series, God and Gaming, and regularly

1 appears on other media outlets.

2 After serving five years in Brevard County and
3 Polk County, respectably, Father Blake was sent to
4 Washington, D.C., to receive his pontifical license
5 and doctorate in sacred theology. He is in his
6 second year of studies at the Pontifical John Paul
7 II Institute at the Catholic University of America,
8 and he spends his summers ministering, teaching,
9 and writing his beloved Osceola County where he was
10 born and raised. Father Blake, please.

11 FATHER BLAKE: Thank you again for this
12 privilege and opportunity. And so we turn, first
13 and foremost, to the Lord. And just to open up
14 with a passage of scripture from St. Paul's First
15 Letter to the Corinthians, which I think speaks
16 beautifully to the many individuals who have become
17 part of this outstanding project for the future of
18 our state. And he says, "There are different gifts
19 but the same spirit. There are different
20 ministries but the same Lord. There are different
21 works but the same God who accomplish all of them
22 in everyone." And all of us here have different
23 gifts, different skill sets, different talents, and
24 we've most certainly been called here to be servant
25 leaders of this community. So I want to, on my own

1 behalf, express the great gratitude towards you on
2 behalf of this community, as a resident of this
3 community, born and raised here in Central Florida,
4 and we ask now that the Lord's blessing will
5 descend upon all of you as you undertake this noble
6 task. In the name of the Father, and of the Son,
7 and of the Holy Spirit. Amen.

8 Heavenly Father, we thank you for allowing us
9 to gather here, as your beloved Sons and Daughters.
10 We ask that your Spirit may descend upon this
11 meeting to give us the gift of wisdom, humility,
12 obedience, and service; that we may know how best
13 to serve the residents and the people of Central
14 Florida; that we may continue growing this great
15 industry that may lead to the success and the
16 benefit of those citizens.

17 Continue to guide these specific leaders, may
18 they grow in holiness every day of their lives and
19 always seek your Glory, and always seek the
20 betterment of their fellow man and woman. And we
21 ask this all in the name of Christ Jesus, our Lord.
22 Amen.

23 VICE CHAIR BARAKAT: Amen.

24 FATHER BLAKE: In the name of the Father and
25 the Son and the Holy Spirit. Amen.

1 VICE CHAIR BARAKAT: Thank you, Father.

2 FATHER BLAKE: Thank you.

3 VICE CHAIR BARAKAT: Let's rise and please
4 join me in the pledge of allegiance.

5 ATTENDEES: I pledge allegiance to the flag of
6 the United States of America, and to the Republic,
7 for which it stands, one nation, under God,
8 indivisible, with liberty and justice for all.

9 VICE CHAIR BARAKAT: Thank you. And now,
10 district administrator, Stephanie Kopelousos, will
11 present our safety minute. Stephanie, please.

12 MS. KOPELOUSOS: I'll be very quick. We have
13 three of our finest in the room. If something
14 happens, I take it y'all will handle it. If we
15 need to exit, you know where the exit doors are,
16 just get as far away from the building. And I will
17 say, it is hurricane season now, so please make
18 sure you have a plan.

19 VICE CHAIR BARAKAT: Thank you, Stephanie.
20 All very timely and very -- very well put, and I
21 appreciate the brevity.

22 Public comment period. Our next item is our
23 public comment period. Thank you to everyone who
24 signed up to offer public comments. A general
25 reminder, this time is for public comments, not a

1 question-and-answer period for the Board. It is
2 important for us to receive public comments to
3 enact the will of the people of Florida.

4 Please introduce yourself -- as I call your
5 name, please introduce yourself, and let us know of
6 any affiliations you may have. I have one public
7 comment for the general comment period, Mr. Marcos
8 Araujo, from Winter Garden. Why don't you stand up
9 and let us know who -- if you're here, and who
10 you're speaking on behalf of. And I -- hopefully,
11 I pronounced your name correct. I apologize, if
12 not.

13 MR. ARAUJO: It's pretty close. My name is
14 Marcos Araujo. I'm a resident in Winter Garden,
15 and I'm speaking on behalf of the community. So
16 from what I understand, the intent of this
17 agreement is to make sure that the provision is for
18 adequate public facilities from the District, and
19 in it, it has a requirement from Disney to dedicate
20 at least \$10 million in attainable housing
21 projects.

22 So, currently, there is a attainable housing
23 proposal going through Orange County, update for
24 their comp plan. And, currently, the project --
25 the main road that's going to be servicing the

1 project is going to be Hartzog. When the law that
2 services this district was passed, the parcels
3 where the apartments are proposed to be built, they
4 were conveniently excluded from the district, but
5 left the roads under the responsibility of the
6 District. So you guys would have to take care of
7 the infrastructure for that development.

8 This past week I met with one of the county
9 commissioners, and I was able to confirm that there
10 are no roadway agreements with Orange County.
11 There are no interlocal agreements between Orange
12 County and the District, and as far as I know,
13 there is no plans for updating the infrastructure
14 on Hartzog so far.

15 Disney is aware of the lack of resources that
16 the future residents of this project will face,
17 and -- but I will only focus on the difficulties
18 that they will face within the district boundaries.
19 Essentially, in order for them to get to any kind
20 of public transportation, so if they live -- if
21 they work at Disney, they will have to walk to
22 Flamingo Crossings. Hartzog is unimproved.
23 There's very tiny shoulders, and so they have to
24 walk on the grass along the ridge to get to any
25 kind of public transportation.

1 Either that or they're going to be forced to
2 purchase a car, you know, incurring additional
3 costs with payment, insurance, or use ride share to
4 get around. It kind of defeats the purpose of
5 having a attainable community in an area where
6 there is no access to public transportation, but
7 that's outside of the point.

8 One question that I have for the District is
9 that, has Disney petitioned the -- you know,
10 District to, you know, improve those conditions of
11 the road? And I'm talking about, you know,
12 widening the road to support the additional
13 vehicles. We're talking about almost 1,450
14 apartments just in the -- in the area. I'm talking
15 about sidewalks going from Avalon all the way down
16 to -- my time over or...?

17 VICE CHAIR BARAKAT: Well, I'll ask --

18 MR. ARAUJO: I'm almost done, just a couple
19 questions --

20 VICE CHAIR BARAKAT: -- your time is up, but I
21 will ask you to continue but please keep it brief.

22 MR. ARAUJO: I just have two more questions.
23 So, you know, sidewalks going all the way down to
24 Western Way, which we're great -- great to hear the
25 expansion of that, but, you know, going up, there's

1 also a need for improvements there.

2 The other question is: How would we petition
3 the District if, for whatever reason, Disney
4 doesn't do their due diligence with this request.
5 And the last question I have is actually for -- for
6 Disney. If you guys can explain the potential of a
7 faith theme park with this agreement, how does that
8 impact, you know, our community and our area, so
9 that would be great for that to happen.

10 VICE CHAIR BARAKAT: Okay. Well, thank you,
11 sir. We really appreciate your comments. What I
12 would ask is that -- I would refer you to the
13 district administrator and our district counsel
14 with your questions, and they -- I'm sure they will
15 be glad to get together with you and give you
16 responses. Thank you.

17 MS. KOPELOUSOS: I think you put your number
18 on your card, and I'll follow up with you.

19 MR. ARAUJO: Yes, ma'am.

20 VICE CHAIR BARAKAT: Thank you, sir, and thank
21 you for -- thank you for coming and making your
22 voice heard.

23 All right. Well, now that -- I believe that's
24 all the -- we have other comments, but are
25 specifically in reference to the development

1 agreement, so we will save those for later.

2 We will now move on to Item No. 6, the consent
3 agenda. The business before the Board, the first
4 item of business is our minutes. Is there a motion
5 to approve the minutes of the May 22nd, 2024,
6 meeting?

7 MR. AUNGST: So moved.

8 MS. ZIEGLER: Second.

9 VICE CHAIR BARAKAT: Thank you. So moved, so
10 seconded. All those in favor, say, aye.

11 THE BOARD: Aye.

12 VICE CHAIR BARAKAT: All opposed, say, nay.
13 Hearing none, let the record reflect that the
14 minutes are approved unanimously.

15 Now we will move on to Item 7.-- well, 7, 7.1,
16 on our agenda, general business. First, award of
17 three-year contracts for consideration of two,
18 three-year contracts for commercial diving services
19 with Denizens of the Deep, Inc., and Thompson
20 Contracting Group, Inc., for \$1.5 million each for
21 a total of \$3 million. I want to welcome back the
22 manager of planning and engineering, Katherine
23 Luetzow, to provide some background on those
24 contracts. Katherine, thank you.

25 MS. LUETZOW: Thank you and good evening.

1 VICE CHAIR BARAKAT: Good evening.

2 MS. LUETZOW: So, as mentioned, tonight before
3 you I have a request for two contracts for
4 continued services for commercial diving services.
5 As part of our ongoing responsibility to maintain
6 our water control system, we have periodic ongoing
7 routine, as well as unexpected and emergency
8 response needs related to our water control
9 structures throughout our master drainage system.

10 As our structures have both components above
11 water and below water, this falls in the realm of
12 commercial diving and small-scale marine
13 construction services. Some of the typical items
14 that we could expect would be full inspection
15 services, as well as repair and replacement of
16 parts, both above and below water. These are
17 typically small-scale and as-needed items, such as
18 for maintenance including greasing structures,
19 replace shocks, as well as unknown or unforeseen
20 items. There are also provisions for storm
21 preparation and response.

22 In February of this year, we released an
23 invitation to bid for these critical commercial
24 diving services with the intent to award to two
25 qualified contractors for a continuing services

1 term of three years. We received six letters of
2 interest. Of those, they were evaluated and four
3 companies were short-listed for a
4 question-and-answer session where their overall
5 qualifications and understanding of the project
6 scope was evaluated.

7 This basis of award was qualification based,
8 and the two most qualified contractors were
9 Denizens of the Deep and Thompson Contracting
10 Group. After award for the qualifications, rates
11 were negotiated, and a maximum spending cap of 1.5
12 million for each contractor is being requested. As
13 items are needed under this contract, task-work
14 authorizations will be requested, and they will be
15 approved under our current department budget. And
16 with that, are there any questions regarding this
17 request?

18 VICE CHAIR BARAKAT: Thank you for that
19 presentation. Any -- any questions from the --
20 from the Board? No. Okay. Hearing none, is there
21 a motion to approve the award of the three-year
22 contracts for commercial diving services in the
23 amount of 1.5 million each for a total of 3
24 million.

25 MR. MATEER: Move approval.

1 MS. ZIEGLER: Second.

2 VICE CHAIR BARAKAT: Okay. So moved, so
3 seconded. All those in favor, say, aye.

4 THE BOARD: Aye.

5 VICE CHAIR BARAKAT: All opposed, say, nay.
6 Hearing none, let the record reflect that the
7 motion passes unanimously. Thank you, Katherine.

8 All right. Item 7.2 on the agenda. Our
9 second item for general business is to consider an
10 agreement for the rehabilitation of the Lift
11 Station 59 with Prime Construction Group in the
12 amount of \$1,555,555. That might be a lucky
13 number, I don't know. I want to welcome Chris
14 Ferraro, the director of Reedy Creek Energy
15 Services, to present the details. Welcome back,
16 Chris.

17 MS. FERRARO: Thank you. Good evening,
18 District Administrator, and Board members. As
19 stated, this agenda item is seeking Board approval
20 for a construction contract award for
21 rehabilitation of district Lift Station No. 59.
22 That's our designation for this lift station.

23 We're seeking Board approval for our contract
24 award to Prime Construction Group, Inc. And I'll
25 try to do as well as you did, Vice Chair, with the

1 amount, \$1,555,555, plus a 10-percent contingency
2 in the amount of \$1,711,111.

3 So just some background on the district's lift
4 stations and wastewater collections system. The
5 District does own, operate, and maintain 30 lift
6 stations as part of its wastewater collection
7 system. Most of these lift stations are duplex
8 lift stations. Duplex just means that they have
9 two pumps, so I'm going to give you a five-minute
10 primer on wastewater collection. So wastewater
11 collection of -- around the property, all of the
12 wastewater is collected from customers and is
13 directed toward the wastewater treatment plant, the
14 water resource recovery facility for treatment.

15 We have two ways that we flow this wastewater
16 to the plant. We use natural gravity systems where
17 the natural invert in the pipe, the wastewater
18 flows through that invert and the pipe, and it
19 flows naturally toward the wastewater plant.
20 There's about 20 miles of those pipelines across
21 the District.

22 There's also a type of pipeline called a
23 forced main that uses pressure from the output of a
24 pump in a lift station to move the wastewater
25 toward the plant. So, specifically, Lift Station

1 59, where this project is located, sits between a
2 gravity, wherein, the wastewater is flowing
3 naturally with an invert and a forced main. So
4 this lift station collects water from the gravity,
5 it flows into the lift station into an underground
6 concrete well -- we call it a wet well -- and then
7 we have pumps, two pumps at this lift station, that
8 take that wastewater out of that underground tank
9 and pump it into the forced main pipeline under
10 pressure.

11 All of these district lift stations have been
12 evaluated for condition assessments, and Lift
13 Station 59 came up as a high priority for
14 rehabilitation. We will be bringing other high
15 priority lift stations to the Board in the future
16 for rehabilitation for your review and
17 consideration.

18 From a project scope perspective, this is a
19 comprehensive rehabilitation of the lift station.
20 We're replacing the submersible pumps, pipes,
21 fittings, valves, electrical equipment, and
22 instrumentation. We're also installing a back-up
23 diesel pump for emergency use if there's a power
24 outage at the lift station.

25 We do need to keep the continuity of service

1 to the customers that are -- have lift station
2 flowing -- waste flowing into those lift stations,
3 so we will be installing a bypass, as well. So to
4 facilitate this work, we'll be installing pipe
5 connections and a pipe and pumping around this lift
6 station while the lift station is out of service
7 for rehabilitation.

8 In February of this year, we posted this
9 construction project for bid and received two bids:
10 One from Prime Construction Group, who is local in
11 Orlando, and one from Gulf Coast Utility
12 Constructors of Sarasota.

13 We are recommending bid award to the low
14 bidder of Prime Construction Group. This is a new
15 vendor for us. They are not new in the business.
16 We have industry peers that have -- we have talked
17 with about the quality of the work for this vendor,
18 and we are pleased to recommend this award. Funds
19 for the rehabilitation will come from funds on-hand
20 from utility revenue bonds in the 2021 year series,
21 dash one, so they are non-taxable funds. And we
22 are requesting your approval of contract C006534 to
23 Prime Construction Group in the amounts previously
24 stated. I won't try to get that right again. Are
25 there any questions?

1 VICE CHAIR BARAKAT: Any -- any members of the
2 Board have questions? I'll ask -- I'll ask one.

3 MS. FERRARO: Sure.

4 VICE CHAIR BARAKAT: Just in terms of reasons
5 for the rehabilitation, what made this high
6 priority? Was it sort of past its sort of useful
7 life, or was there an emergency situation?

8 MS. FERRARO: Yeah, great question. This lift
9 station is about 30 years old. We start thinking
10 about the end of service life at about 25 years.
11 There are some pictures on this slide of the actual
12 components of the lift station. You'll see there's
13 some deterioration and degradation of the pumps and
14 the wells. It's a very caustic environment. The
15 wastewater environment is very caustic, so it's
16 based on the condition of the components and the
17 critical nature of the left station, as well.

18 VICE CHAIR BARAKAT: Okay. Well, thank you.
19 And, Chris, you know I always appreciate hearing
20 about lift stations and wastewater. Those things
21 get me excited along with building things and
22 draining -- draining swamps, so thank you.

23 Anyway, well, thank you for that. Is there a
24 motion to approve the agreement to rehabilitate
25 lift station 59 with Prime Construction Group,

1 Inc., for \$1,555,555?

2 MR. PERI: So moved.

3 MS. KOPELOUSOS: Hold on one second. Can we
4 clarify that it's with the 10-percent contingency,
5 which would be the 1,700,000 --

6 VICE CHAIR BARAKAT: Yes. Thank you,
7 Stephanie. And adding a 10-percent contingency for
8 a total of \$1,711,111. Is there a motion?

9 MR. PERI: Yes, so moved.

10 VICE CHAIR BARAKAT: Okay. Is there a second?

11 MR. AUNGST: I second, even though the amount
12 sounds like a fake phone number, so...

13 MS. FERRARO: Thank you.

14 VICE CHAIR BARAKAT: Very good. Thank you
15 both. All those in favor, say, aye.

16 THE BOARD: Aye.

17 VICE CHAIR BARAKAT: Any opposed? Hearing
18 none, let the record reflect the motion passes
19 unanimously. Thank you, Chris.

20 Very good. Now we move on to item -- Item 8,
21 8.1, Chapter 163 Development Agreement. This is
22 our second public hearing to consider a request for
23 Board approval of the Chapter 163 Development
24 Agreement between the Central Florida Tourism
25 Oversight District and Walt Disney Parks and

1 Resorts U.S., Incorporated.

2 The development agreement we are considering
3 was negotiated pursuant to a settlement agreement
4 and reached with the best outcomes in interest of
5 the Central Florida community in mind.

6 As mentioned at our prior meeting, the 15-year
7 agreement is primarily intended to provide for
8 significant capital improvements within the
9 District. As part of the development agreement,
10 the District agrees to update our comprehensive
11 plan and land development regulations and provide
12 infrastructure in order to support the agreed-upon
13 capital improvements.

14 If it is acceptable to the Board, I'd like to
15 welcome back Katherine Luetzow, manager of planning
16 and engineering, to the microphone for Board
17 discussion.

18 MS. LUETZOW: Thank you. In our first public
19 hearing last week, I provided an overview of the
20 development agreement request that was received
21 from Walt Disney Parks and Resorts. From the
22 original agreement, there have been three requests
23 for edits that were summarized by our district
24 administrator during the public hearing last week.
25 No other requests for modifications were received,

1 and those three edits have been incorporated into
2 the document for the final version for your review
3 tonight.

4 Staff recommendation has remained unchanged,
5 and so at the end of our public hearing tonight, we
6 are still requesting that the Board review and
7 consider request for approval of this development
8 agreement.

9 And, at this time, I would open up if the
10 Board had any questions.

11 VICE CHAIR BARAKAT: Thank you. Any
12 questions? Very good. Well, Katherine, I
13 appreciate the hard work that's gone into ensuring
14 this agreement would come before us today, and
15 you've played an instrumental part in that, so
16 thank you so much.

17 We will move now to the public hearing. I
18 want to reiterate what Katherine said. We have
19 advertised both meetings, including the one held on
20 June 5th, in the Orlando Sentinel. We also mailed
21 letters to all the property owners in the District
22 and those who are major property lessees within the
23 District. This step was important so that all
24 parties could comment on the agreement we are
25 considering. I'd like to add we also made sure, I

1 think, in part, to move the meeting to a late hour
2 to accommodate those who might not be able to be
3 here during business hours, at least in part. So,
4 hopefully, that's been helpful. We've truly made
5 every effort to get public input.

6 As a general reminder, this is a time for
7 public comments, not a question-and-answer period
8 for the Board. It's important for us to receive
9 the public comments to enact the will of the people
10 of Florida.

11 Are there any members of the public who would
12 like to speak concerning the development agreement?
13 The answer is, yes. I have the cards right in
14 front of me. We will start with -- first on the
15 list, Mr. Robert -- and please forgive my
16 pronunciation, Robert Agrusa --

17 MR. AGRUSA: You got it. That's right.
18 Perfect.

19 VICE CHAIR BARAKAT: -- thank you. With the
20 Central Florida Hotel & Lodging Association.
21 Please stand up, and, I guess, let us know who
22 you're with, even though you already did, so,
23 thanks.

24 MR. AGRUSA: Well, thank you very much,
25 Mr. Chairman, thank you very much, Board members,

1 and district administrator. My name is Robert
2 Agrusa, and I'm -- have the honor and privilege to
3 serve as the president and CEO of the Central
4 Florida Hotel & Lodging Association.

5 For those that may not be aware, the Central
6 Florida Hotel & Lodging Association is the largest
7 regional hospitality association in the country,
8 and we represent not only 129,000 hotel rooms
9 across Central Florida, but we also represent over
10 500 small businesses that do business with the
11 hospitality and tourism industry.

12 So today I stand before you in support of
13 approval of the Walt Disney World Parks & Resorts
14 developer's agreement, and here's just a few
15 reasons why: First, it's no secret that Disney is
16 not only an economic engine for Florida, but, more
17 importantly, to the nearly 450,000 hospitality
18 employees across the Central Florida region. With
19 nearly 40 percent of our local workforce within the
20 hospitality industry, Disney's commitment to making
21 an investment of up to \$17 billion over the next 10
22 to 20 years will positively impact our industry and
23 our region with increased visitors and additional
24 opportunity for business to grow and grow their
25 small businesses.

1 Second, we support Disney's continued
2 commitment to its Buy Local program, which ensures
3 that a minimum of 50 percent of all dollars spent
4 for development are spent on small businesses
5 located within the state of Florida. Many of these
6 small businesses are CFHLA members here in Central
7 Florida, which further assures that our local
8 residents are the ones that are positively impacted
9 by Disney's investment.

10 Furthermore, CFHLA also understands that the
11 Central Florida community has a dire need for more
12 reliable and affordable housing options as we have
13 remained steadfast in our advocacy at the state and
14 local level for the creation of more affordable
15 housing options for our community.

16 Disney's commitment to the minimum of
17 \$10 million towards workforce housing projects, in
18 addition to the 80-acre workforce housing project
19 in Horizons West, will significantly increase and
20 diversify the housing supply that is needed to
21 create a positive impact on our region's
22 socio-economic mobility.

23 Lastly, I cannot emphasize the importance of
24 this investment to our community, especially to the
25 Central Florida tourism and hospitality industry,

1 which provides exceptional service and plays a
2 pivotal role in helping to make Central Florida the
3 top choice for visitors to return time again and
4 again. It is my sincere hope that each of you will
5 consider supporting this developer's agreement, and
6 I fully and thank you very much for your time.

7 VICE CHAIR BARAKAT: Thank you, Mr. Agrusa,
8 for those very enthusiastic, energetic comments.
9 Very much appreciated. I think anybody -- anybody
10 that knows anything about the hotel business, these
11 are -- these are some of the most hard-working
12 people in the economy, a lot of small businesses, a
13 lot of first generation, a lot of immigrants, and
14 we really couldn't be the premiere family tourism
15 destination in the country, in the world,
16 without -- without those folks. So, thank you,
17 that support is very meaningful.

18 No. 2, I have Mr. Robert Earl from Planet
19 Hollywood.

20 MR. EARL: Thank you.

21 MR. SIMON: And I'm speaker three, Matt Simon.
22 I concede my time to Mr. Earl.

23 VICE CHAIR BARAKAT: Okay. For those that
24 didn't hear, for the record, speaker No. 3,
25 Mr. Matt Simon, from Disney, would like to concede

1 his time to Mr. Earl.

2 MR. EARL: I don't think I'll need it, but
3 good evening, members of the Board. I'm Robert
4 Earl. I've been an Orlando resident for a mere 40
5 years, and despite my strange accent, I'm a proud
6 American citizen. I'm here today to show my
7 support for the agreement before you. It very
8 clearly demonstrates to the world that the District
9 and Disney are eager to resume working together for
10 the great state of Florida.

11 It goes without saying that any investment of
12 this magnitude will generate jobs and economic
13 benefit in -- in the area. But this agreement also
14 includes some great infrastructure improvements for
15 the District that will boost the entire region.

16 However, the main reason I wanted to be here
17 tonight was to give you a slightly different
18 perspective to the opportunity through the lens of
19 my extensive, long, tedious experiences over --
20 over 50 years.

21 I've been in this industry for 50-something
22 years, and I own a series of different hospitality
23 brands that, hopefully, you're familiar with some
24 of them. And I have a very long, strong, local and
25 state presence, and I'm a significant employer in

1 the great state of Florida.

2 I'm the owner of Planet Hollywood, of Buca di
3 Beppo, of Earl of Sandwich, of Chicken Guy, of
4 Brio, which, amongst others, all have a presence
5 right here in Orlando. I'm also a seasoned
6 businessman that has relationships in most
7 countries in the world, and I own a business in
8 almost every one of the 50 states.

9 There is, however, nothing that can compare
10 with the relationship between Walt Disney World,
11 the District, and Central Florida, and, for that
12 matter, the entirety of the state. What is a
13 catalyst? The definition of a catalyst is a person
14 or a thing or an agent that provokes or speeds
15 significant change or action.

16 Disney truly is a catalyst. Not just the
17 benefits that are visible to everyone here, but
18 also what I've learned and observed over the years,
19 and why everyone else in the world is so jealous of
20 the unique situation here is because Disney's
21 initiatives, with your support, lay the groundwork
22 and a strategic plan that not only will cause a
23 huge impact when these businesses open, but also
24 there's an immediate and continuous impact for the
25 entirety of the next ten years. The minute these

1 announcements become a reality, the chain effect is
2 overwhelming.

3 Every single industry grows and benefits from
4 the moment that these plans are publically
5 announced. I've seen it myself for the last 40
6 years. You're all a lot younger. It's not just
7 when the new attractions or the new parks open,
8 it's the planning that begins immediately
9 everywhere. It's the airlines that will start
10 considering increasing their existing flights.
11 It's the regions around the globe that will decide
12 if they're going to offer new travel routes. It's
13 the hotels that will be needed to provide the extra
14 accommodation. It's the big picture impact. More
15 housing needed, more jobs on offer, and a general
16 influx into the whole area ensuring that we all
17 benefit.

18 It's impossible for any of us to truly grasp
19 the enormous impact that these announcements will
20 have on a global basis. The press coverage will be
21 superb, and it will induce people everywhere to be
22 thinking about Central Florida. It will re-affirm
23 everything that we want to hear about our prominent
24 position in the global economy.

25 This opportunity is truly unrivaled, and I

1 thank you all for considering it tonight. Thank
2 you.

3 VICE CHAIR BARAKAT: Thank you, Mr. Earl. I
4 want to applaud, but I don't think I'm allowed to,
5 but thank you. Thank you. And, you know, look,
6 thank you for that -- for coming to tell your
7 story, and thank you for your decades of hard work
8 in the Central Florida area. And, obviously,
9 stories like yours are part of what makes this
10 country great, so -- and thank you so much.

11 All right. And we have one final comment from
12 Mr. Patrick Ferguson. No organization --

13 MR. FERGUSON: I actually have some specific
14 questions. I can reach out to the administrator
15 and legal counsel at the end, if that works.

16 VICE CHAIR BARAKAT: Sure. Yeah, I mean, if
17 you'd like to state them for the record or...

18 MR. FERGUSON: Absolutely. I can. Hi, my
19 name is Pat Ferguson. I'm a resident of Horizon
20 West. I appreciate your time tonight. I just had
21 three specific questions: One, does the Board
22 support the Disney attainable housing project
23 located on Avalon Road? If that's been public, I'm
24 sorry, I just wanted to follow up.

25 Also, does the recent deal with the state for

1 the \$10 million in planned donation, is that a
2 credit for the attainable housing where in
3 agreements I've read, it states it's affordable
4 housing, so I just wanted to verify if that would
5 qualify.

6 And, finally, I've seen different designations
7 as attainable and affordable housing, I just wanted
8 clarification of which one it actually is.

9 VICE CHAIR BARAKAT: Okay. Thank you for
10 those questions. I will refer some of those
11 specific questions, as I said, to the district
12 administrator and the district counsel.

13 MR. FERGUSON: Yeah.

14 VICE CHAIR BARAKAT: What I will say, I think
15 it's fair to say that a lot is to be determined,
16 and we're going to welcome a lot of public input in
17 the months and years ahead, so thank you. Thank
18 you for that.

19 MR. FERGUSON: Thank you. Appreciate it.

20 VICE CHAIR BARAKAT: Very good. It looks like
21 that's all the public comment. I did -- I did
22 notice we have a representative from Disney here.
23 I may have skipped ahead. Mr. Rodriguez, I don't
24 know if you have any comments.

25 MR. RODRIGUEZ: Nothing further.

1 VICE CHAIR BARAKAT: Well, thank you -- thank
2 you for being here. I appreciate it. And, with
3 that, do we have -- I will now close the public
4 comment. Do any Board members have any questions
5 or comment?

6 MR. AUNGST: Well, Mr. Chair, just briefly.
7 This is the day we have all been looking very much
8 forward to. I use the collective "we." We as --
9 everyone who has any interest, no matter how
10 tangential, in the District, whether you're a
11 Central Florida resident, a resident of the state
12 of Florida, the Walt Disney Company, any of the
13 numerous people who work here, who live here, the
14 Board, our team members, Walt Disney World cast
15 members, Walt Disney World is inextricably
16 intertwined in the fabric of the state of Florida.
17 And the success of Walt Disney World is the success
18 of Central Florida and vice versa.

19 And this agreement provides a lasting,
20 sustainable, and prosperous future for the
21 District, and the people of the state of Florida
22 and for the Walt Disney Company.

23 I want to thank our partners at Walt Disney
24 World for working with us and for collaborating
25 with us. I want to thank our administrator, our

1 legal team, and all of our Board members, and all
2 of our team in planning, Katherine, and your team
3 for getting us to this point.

4 And I was always extremely optimistic and knew
5 that we would get here because it's the right
6 outcome, and it was the right thing to do for the
7 District and for everyone involved.

8 So I want to thank everyone for getting us to
9 this point, and very much look forward to a bright,
10 shiny tomorrow. Thank you.

11 VICE CHAIR BARAKAT: Thank you, Supervisor
12 Aungst. Anyone else?

13 MS. ZIEGLER: I'm just going to echo those
14 because he did it so well, but along the lines --
15 and I do want to thank staff. There's been a
16 lot -- I know there's been a lot of work. There's
17 a lot of work behind this, and you can feel the
18 energy. If you're -- for anyone not in this room,
19 it's a very positive energy in this room, and it's
20 really exciting as we turn the page.

21 I know, as was said, this is a day we were all
22 looking forward to, but there was a lot of work
23 behind the scenes. I want to thank counsel, I want
24 to thank our district administrator, all the staff,
25 and the partnership with Disney. It's a good day.

1 VICE CHAIR BARAKAT: Very good. Mr. Mateer?

2 MR. MATEER: All set.

3 VICE CHAIR BARAKAT: Very good. Mr. Peri?

4 MR. PERI: I'm good.

5 VICE CHAIR BARAKAT: Very good. In that case,
6 thank you both for those comments. I will, in that
7 case, entertain a motion to approve and authorize
8 the execution and recording of the development
9 agreement as amended and approved at our June 5th
10 meeting.

11 MR. AUNGST: Mr. Chairman, I move --

12 MR. MATEER: Move approval.

13 MR. AUNGST: -- I'm sorry. Go ahead,
14 Mr. Mateer.

15 MR. MATEER: Move approval.

16 MR. AUNGST: Second.

17 VICE CHAIR BARAKAT: One -- that's move for
18 approval and a second. Upon those motions, I
19 will -- all those in favor, please say aye.

20 THE BOARD: Aye.

21 VICE CHAIR BARAKAT: All opposed, say, no, or
22 nay. Hearing none, let the record reflect that the
23 development agreement passes unanimously.
24 Congratulations.

25 I will -- on that note, I want to thank the

1 teams from the District and from Walt Disney Parks
2 & Resorts, as well as our outside counsel, who
3 worked so diligently on everyone's behalf. I
4 would, in particular, like to thank the district
5 administrator for taking on such a significant task
6 in the early days of her time here in the District.
7 Stephanie, we truly couldn't have done this without
8 you, so thank you.

9 I would also like to thank all my fellow Board
10 members. In particular, Mr. Mateer, Mr. Aungst,
11 for their significant contributions to this
12 agreement, but, truly, this was a team effort all
13 around, and I'm truly proud of the heavy lifting
14 that went into this, so thank you very much.

15 Finally, I'd like to thank Governor DeSantis
16 and his executive team for their leadership and
17 inspiration. The governor's tireless efforts have
18 borne major fruit today and will pay dividends for
19 this District and the Central Florida community for
20 years to come.

21 This agreement is a monumental step in
22 bringing certainty to the road ahead. As a result
23 of the agreement, Walt Disney World will make
24 significant capital investments in developing its
25 properties within the District, including 8 billion

1 in the first ten years, and up to 17 billion over
2 the next 10 to 20 years.

3 The District will ensure that taxpayer funds
4 are used efficiently and effectively demonstrating
5 transparency, accountability, and responsible
6 stewardship of public resources in the spirit of
7 Florida Sunshine with which we were charged by the
8 governor and the legislature in 2023.

9 As we heard from the two businesses who spoke
10 at the prior meeting, and today's enthusiastic
11 speakers, the agreement provides certainty to
12 families that run small businesses that a critical
13 economic engine will continue to drive growth in
14 Central Florida.

15 I'm particularly proud and appreciative that
16 inspired by our Buy Local program, the Disney
17 Company has agreed to create a local business
18 hiring program for all construction goods and
19 services related to design, development, and
20 construction by awarding a minimum of 50 percent of
21 the value of all construction work to Florida-based
22 businesses.

23 Further, Walt Disney World has agreed to fund
24 at least 10 million in attainable housing projects.
25 And I do appreciate the public comments on that

1 front, as well. A lot remains to be seen, but I
2 look forward to working with them on such projects
3 in the months and years to come.

4 The District also committed to continue
5 providing infrastructure to support the District's
6 growth consistent with land owner support of the
7 projects in an amount equal to their impact on the
8 District. This agreement, negotiated in good
9 faith, is mutually beneficial to both parties and
10 the Central Florida community. Thank you again to
11 all those involved in this process. I can't thank
12 you enough.

13 With that said, item -- agenda item No. 9, is
14 there any other business we need to discuss today?

15 MS. KOPELOUSOS: We're done.

16 VICE CHAIR BARAKAT: All right. Stephanie,
17 thank you so much. There is no need for executive
18 session today --

19 (Applause.)

20 VICE CHAIR BARAKAT: We'll take a round of
21 applause, right? Thank you. No need for -- I know
22 we announced this at the end of the last meeting.
23 There's no need for executive session today, so it
24 will be canceled. A little bit of housekeeping.

25 Thank you, again, everyone for your

1 participation and the valuable insight shared
2 during today's meeting. I want to add that we will
3 be canceling the June -- the regularly scheduled
4 June 26th meeting since we've already had two board
5 meetings this month, and this evening we covered
6 the otherwise routine business we intended to cover
7 at the upcoming meeting, as well as the special
8 item regarding the development agreement.

9 So with that, I wish everyone a happy rest of
10 June and upcoming 4th of July, and we look forward
11 to seeing you at the -- at the end of July for the
12 next regularly scheduled meeting. With that, do
13 any members have any comments before I request a
14 motion to adjourn?

15 Okay. Is there a motion to adjourn?

16 MR. AUNGST: So moved.

17 VICE CHAIR BARAKAT: So moved. Is there a
18 second?

19 MS. ZIEGLER: Second.

20 VICE CHAIR BARAKAT: All those in favor, say,
21 aye.

22 THE BOARD: Aye.

23 VICE CHAIR BARAKAT: Any opposed? Hearing
24 none, let the record reflect that we are adjourned.
25 As there is no further business to discuss, I

1 adjourn the June 12th meeting of the Central
2 Florida Tourism Oversight District Board at 8:10
3 p.m. Thank you.

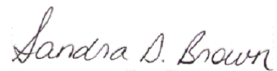
4 (The meeting adjourned at 8:10 p.m.)
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C E R T I F I C A T E

STATE OF FLORIDA
COUNTY OF ORANGE

I, SANDRA D. BROWN, Florida Professional
Reporter, certify that I was authorized to and did
stenographically report the foregoing proceedings
and that the transcript is a true and complete
record of my stenographic notes.

Dated this 3rd day of July, 2024.



SANDRA D. BROWN
FLORIDA PROFESSIONAL REPORTER

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 6.2

Board Meeting Date: 07/24/2024

Subject: Contingent Settlement Agreement and Release

Submitted By: Jason Herrick, Director of Public Works

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #6.2 Contingent Settlement Agreement and Release between the Central Florida Tourism Oversight District and DPR Construction Inc.

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

On May 31, 2013, the Central Florida Tourism Oversight District ("CFTOD") and DPR Construction, entered into a design/build contract for the design and construction of the Orange Garage at Disney Springs. On March 7, 2014, CFTOD and DPR entered into a design/build contract for the design and construction of the Lime Garage at Disney Springs. A dispute arose between the parties concerning certain potential issues with the design and/or construction of the Orange and Lime Garage.

FINDINGS AND CONCLUSIONS:

The parties negotiated in good faith to resolve and settle the dispute. As a result, CFTOD will receive the sum of \$250,000 as full and final settlement of all claims associated with the dispute.

FISCAL IMPACT:

CFTOD will receive \$250,000 from DPR as a condition of this settlement agreement.

PROCUREMENT REVIEW: N/A

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contingent Settlement Agreement and Release between the Central Florida Tourism Oversight District and DPR Construction, a General Partnership

CONTINGENT SETTLEMENT AGREEMENT AND RELEASE

THIS CONTINGENT SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into by and among the Central Florida Tourism Oversight District ("CFTOD" or "Contractor") and DPR Construction, A General Partnership. ("DPR" or "Design Builder"). From time to time in this Agreement, CFTOD and/or DPR may be referred to individually as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, CFTOD and DPR entered into a Design/Build Fixed Fee Plus Guaranteed Maximum Cost Agreement, dated May 23, 2013 (DPR Agreement Number C002870) for professional services as more fully set forth in the Orange Design/Build Agreement relating to the design and construction of a parking garage known as the A-1 Orange Garage;

WHEREAS, CFTOD and DPR entered into a Professional Services Agreement, dated March 7, 2014 for professional design services (DPR Agreement Number C003224) and Lump Sum Fixed Price Agreement for construction relating to the construction of the A-2 Lime Garage (DPR Agreement Number C003440);

WHEREAS, a dispute arose between the parties concerning certain potential issues with the design and/or construction of the Orange and Lime Garage and CTFOD's consultants prepared certain reports that asserted various issues and CFTOD issued formal notices of claims under Florida Statute § 558 on the Garages (the "Claims");

WHEREAS, despite their differences the Parties desire to resolve, amicably settle, and release the Claims and any other potential claims relating to DPR Agreement Number C002870; DPR Agreement Number C003224; and DPR Agreement Number C003440 and all related work and/or all related services provided by DPR in any way related to the A-1 Orange Garage and/or the A-2 Lime Garage (collectively referred to as "Agreements").

WITNESSETH

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. Recitals. The Parties agree that the foregoing recitals are true and correct and incorporated into this Agreement by this reference.

2. As used herein, the term "Project" shall mean any and all work provided by DPR relating to all Contracts (including exhibits and included documents) with respect to the design and construction of the personal property, buildings, components, facilities, structures and all other improvements of any kind whatsoever that comprise the A-1 Orange Garage and A-2 Lime Garage, including all related construction and professional design associated therewith.

3. Contingency. This Agreement is expressly and wholly contingent upon and subject to final approval by CFTOD's Board of Supervisors (the "Board"). CFTOD will act with reasonable promptness to bring the settlement for approval before the Board. The CFTOD's administrative personnel have or will recommend the settlement terms be approved by the Board.

4. Effective Date. The term "Effective Date" shall mean the date this Agreement is effective and binding on the Parties, which shall be the date that Parties have fully signed this Agreement and the Board has approved this Agreement.

5. Settlement Consideration. In exchange for each Party's execution and delivery of this Agreement, CFTOD shall receive the sum of Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00) as full and final settlement of all Claims regarding the Project from DPR's insurance carriers, including, but not limited to, Old Republic General Insurance Corporation. The Settlement Payment shall be paid to CFTOD within thirty (30) after the Effective Date.

6. Mutual Release. Except for the obligations of this Agreement which are not hereby expressly released and which shall survive the execution hereof, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties (on their own behalf and on behalf of their officers, directors, managers, unit owners and members), hereby fully releases and forever discharge each other with prejudice, and covenant not to sue each other or any person or entity enrolled in the applicable Owner Controlled Insurance Program insured by, among others, Old Republic General Insurance Corporation, as well as all of their respective affiliated, parent and subsidiary entities, principals, current and former officers, directors, managing members, agents, representatives, employees, managers, officers, directors, insurers, sureties, attorneys, experts, successors, predecessors, and assigns) (each, a "Releasee," and collectively, the "Releasees") of and from all claims, demands, liabilities, damages, actions, causes of action, additional insured claims, indemnity claims, warranty claims, subrogation claims, building code violation claims, negligence claims, variances, trespasses, complaints, counter-claims, cross-claims, third-party claims, and fourth-party claims, of any kind or nature, whether arising in tort, by contract, by virtue of statute, common law or otherwise, in law and/or equity and whether past, presently existing or future, known or unknown, accrued or not yet accrued, quantified or unquantified contingent or not contingent, foreseen or unforeseen, suspected or unsuspected, patent or latent, direct, indirect vicarious, technical, constructive or derivative, at the time of this Agreement, that were or could have been raised or asserted with respect to the Project of any nature pertaining to the design, construction, repairs or maintenance of the real and personal property, buildings, components, facilities and all other improvements of the Orange and Lime Garages, and all expenses, including attorneys' fees and expert fees, arising out of, relating to, or connected with the Project, including without limitation, any and all known and unknown conditions and any and all patent and latent defects. Further, and in no way to limit the above, CFTOD, on its own behalf and on behalf of its officers, directors, managers, board members, employees, invitees, political subdivisions, and/or any entity/person claiming by and/or through CFTOD, hereby specifically releases against any and all persons and/or entities any and all claims, demands, liabilities, damages, actions, causes of action, additional insured claims, indemnity claims, warranty claims, subrogation claims, building code claims, negligence claims, variances, trespasses, complaints, counter-claims, cross-claims,

third-party claims, fourth-party claims, and/or any other claims by any kind or nature, whether arising in tort, by contract, by virtue of statute, common law or otherwise, in law and/or equity and whether past, presently existing or future, known or unknown, accrued or not yet accrued, quantified or unquantified contingent or not contingent, foreseen or unforeseen, suspected or unsuspected, patent or latent, direct, indirect vicarious, technical, constructive or derivative, at the time of this Agreement, that were or could have been raised or asserted with respect to the construction, repairs or maintenance of the real and personal property, buildings, components, facilities and all other improvements of the Orange and Lime Garages, and all expenses, including attorneys' fees and expert fees, arising out of, relating to, or connected with the Project, including without limitation, any and all known and unknown conditions and any and all patent and latent defects. It is the intent of the Parties hereto that this Agreement act as a Project release in total.

7. Enforcement of Agreement. If DPR fails to timely make the Settlement Payment, after notice and five (5) day opportunity to cure, CFTOD shall be entitled to file an action to enforce the terms of the Agreement and to recover the unpaid portion(s) of the Settlement Payment that may then be due and owing, plus interest thereon at the prevailing statutory rate. CFTOD shall be entitled to a summary disposition on the presentation of an affidavit of non-payment. DPR waives any and all defenses to an action to enforce payment other than the defenses that CFTOD failed to perform a condition precedent to payment and/or that DPR timely made payment pursuant to this Agreement. The prevailing party shall be entitled to recover all costs and reasonable attorneys' fees incurred in any such enforcement proceedings, including for determining the prevailing party's entitlement to recover its attorneys' fees.

8. Entire Agreement. This Agreement sets forth the entire understanding of the Parties concerning the subject matter hereof and no verbal or written warranties or representations concerning the subject matter hereof have been made or have been relied upon which do not appear in writing within this Agreement.

9. Modification of Agreement. This Agreement may not be amended or modified except by written instrument signed by all of the Parties hereto. The Parties agree that this provision may not be waived except in writing signed by all of the Parties hereto.

10. Cooperation. The Parties shall cooperate, shall take such further actions, and shall execute and deliver such further documents as may be reasonably required in order to carry out the provisions and purposes of this Agreement.

11. No Admission of Liability. The Parties hereto, understand and agree that this Agreement is a settlement and compromise of disputed claims. The entry into this Agreement and payments made hereby are and shall not to be construed as an admission of liability, wrongdoing, fault or responsibility on the part of any Party. The Parties expressly deny any such liability, wrongdoing, fault or responsibility. The Parties by entering into this Agreement intend to avoid litigation and buy their peace.

12. Non-Disparagement. The Parties covenant and agree that they will take no actions and make no statements, which are disparaging, critical, or negative toward any other Party.

13. Representations and Warranties. Each Party represents and warrants that it is the owner of the claims being released within this Agreement, has the full legal right to release these claims and has not assigned them in whole or in part as of the Effective Date of this Agreement.

14. Headings. The headings used 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 or the intent of any provision in it.

15. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, whether on its face or as applied, the remaining provisions shall remain in full force and effect.

16. Benefit and Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties, their heirs, successors and assigns. The individuals signing below on behalf of entities represent and warrant that they have the full authority to bind their respective entities to all of the provisions hereof.

17. Governing Law and Choice of Forum. This Agreement shall be governed by the laws of the State of Florida, without regard to its principles of conflicts of law. Any action arising from or relating to this Agreement shall be brought in a court of competent jurisdiction located in Orange County, Florida. The Parties consent to such venue and jurisdiction and waive any claims that such venue is an inconvenient forum.

18. Waiver of Jury Trial. **THE PARTIES TO THIS AGREEMENT EXPRESSLY WAIVE THEIR RIGHT TO A JURY TRIAL FOR ANY DISPUTE ARISING OUT OF THIS AGREEMENT.**

19. Notices. All notices or other communications to be given under any of the provisions of this Agreement shall be in writing and send to the Party and their counsel of record in the Lawsuit.

20. Neutral Draft. Each Party acknowledges that it has negotiated the terms of this Agreement and that each Party has had an opportunity to be fully advised by independent counsel regarding the terms and conditions contained herein. Thus, the Parties agree that a Court shall not construe or interpreted this Agreement more strictly against one Party than another.

21. Attorney Representation. In entering into this Agreement, the Parties represent that they have relied on the legal advice of their respective attorneys, who are the attorneys of their own choice, or otherwise have had the opportunity to retain their respective legal counsel but chose not to do so. The Parties represent that they have read, understand, and voluntarily accept the terms and conditions of this Agreement.

22. Execution in Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. Facsimile signatures, electronic signatures (DocuSign or the like), scans of signatures in .pdf, all shall be treated as original signatures.

IN WITNESS WHEREOF, the Parties have entered into this Agreement and this Agreement is effective and binding upon the Parties as of the Effective Date.

Agreed to and accepted by,

**CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT**

By: SC Kopelousos
Print Name: SC Kopelousos
Title: District Administrator

Approval by Board:
This ____ day of ____, 2024
The Board of Supervisors
Approved this Agreement at
a duly called meeting.

DPR CONSTRUCTION, INC.

By: Scott Lyons
Print Name: 5C1D5A3E935E4BB... Scott Lyons
Title: National Core Market Leader - Commercial

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.1

Board Meeting Date: 06/26/2024

Subject: Retirement Recognition

Submitted By: Michele Dicus

Department: Human Resources

STAFF RECOMMENDATION (Motion Ready): Agenda Item #7.1 is Recognizing FF/PM David Ward for 25yrs of service to the District.

RELEVANT STRATEGIC GOALS: Employee Recognition

PROOF OF PUBLICATION: N/A

BACKGROUND: Firefighter/Paramedic David Ward retired from the District on June 30th with 25 years of service to the District. He has requested to say a few words about the importance of mental health. Fire Chief Ferrari will be in attendance to say a few words as well.

FINDINGS AND CONCLUSIONS: Fire Chief Eric Ferrari

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: N/A

ALTERNATIVE: N/A

SUPPORT MATERIALS: N/A

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.2

Board Meeting Date: 07/24/2024

Subject: Semi-Annual Report of Easements

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Agenda Item #7.2 Informational Report Only
RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

Resolution No. 565 authorizes the District Administrator to execute routine non-exclusive temporary and permanent easements on behalf of the District from time to time. These easements are of a routine nature and are substantially consistent with the forms of agreement reviewed and approved by the Board under Resolution No. 565.

FINDINGS AND CONCLUSIONS: A provision of Resolution No. 565 is that a semi-annual report of easements is presented to the Board of Supervisors.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

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

ALTERNATIVE:

None. Completing and filing this report is a requirement of Resolution No. 565.

SUPPORT MATERIALS:

A copy of the itemized log and easements is provided.

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

LOG #43 – January through June 2024

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
2/25/2024	From CFTOD to Walt Disney Parks and Resorts U.S., Inc.	Non-Exclusive Temporary Easement Agreement	<p>TCE to WDPR for communication lines along Osceola Parkway and the C-4 Canal.</p> <p>For the purpose of: (i) constructing and installing underground communication lines (the “Work”); and, in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.</p>
3/5/2024	From CFTOD to Walt Disney Parks and Resorts U.S., Inc.	Non-Exclusive Temporary Easement Agreement	<p>TCE to WDPR for storm drainage into the C-1 Canal, at Port Orleans.</p> <p>For the purpose of: (i) desilting, inspecting, and repairing or replacing existing stormwater drainage pipes, end treatments, and slope revetment for stormwater conveyance (the “Work”); and, in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.</p>

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
3/5/2024	From CFTOD to Walt Disney Parks and Resorts U.S., Inc.	Non-Exclusive Temporary Easement Agreement	<p>TCE to WDPR for communication lines under World Drive and the C-2 Canal.</p> <p>For the purpose of: (i) constructing and installing underground communication lines (the “Work”); and, in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.</p>
5/9/2024	From CFTOD to Greenpoint Celebration Condominium Association, Inc.	Non-Exclusive Temporary Easement Agreement	<p>TCE to Greenpoint Celebration Condominium Association, Inc., for storm drainage connection into the C-1 Canal, North of US-192.</p> <p>For the purpose of: (i) constructing and installing an underground drainage connection for stormwater conveyance and temporary access in order to perform the work (the “Work”); and, in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.</p>
5/9/2024	From CFTOD to Flamingo Crossings, LLC.	Non-Exclusive Permanent Easement Agreement	<p>Permanent Easement to Flamingo Crossings, LLC for a paved pedestrian trail.</p> <p>For the purpose of: (i) the operation, maintenance, repair and replacement of a paved walkway, handrail, and appurtenant facilities (the “Work”); and, in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.</p>

Record and Return to:
Central Florida Tourism Oversight District
Post Office Box 690519
Orlando, Florida 32869-0519
Attn: Planning & Engineering

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT (“**Permanent Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 (“**Grantor**”) and **FLAMINGO CROSSINGS, LLC.**, a Florida limited liability company, whose mailing address is 1375_East Buena Vista Drive, Lake Buena Vista, Florida 32830 (“**Grantee**”).

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**Easement Area**”), for the purpose of: (i) the operation, maintenance, repair and replacement of a paved walkway, handrail, and appurtenant facilities (collectively, the “**Trail**”) as constructed in the Easement Area to provide pedestrian access, ingress and egress, over, across, upon and through the Easement Area (the “**Permitted Use**”); 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; 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 agents, contractors, guests, invitees and the general public, a non-exclusive easement in perpetuity, or such earlier date as the use thereof as set forth herein is abandoned for pedestrian ingress and egress on, over, under and across the Easement Area (this “**Easement**”). 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, agents, contractors, guests, invitees and the general public) 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 Trail (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 Trail 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 Trail 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 Trail 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 Trail 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 Trail 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 Permanent Easement Agreement and the

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

- h) after completion of any repair or replacement work with respect to the Trail (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 Grantor, its Board of Supervisors, the officers, directors, agents, employees and assigns (collectively, "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its grantees, invitees, employees, contractors, and agents, and all of their officers, directors, employees, representatives, and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, agents, contractors, or invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted or suffered by Grantee (its grantees, invitees, employees, contractors, and agents and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its grantees, invitees, agents, employees, representatives, or contractors); (v) Grantee's failure to perform any obligations imposed hereunder; (vi) Grantee's use, operation, maintenance, or repair of the Easement Area; (vii) liens by third parties arising out of Grantee's acts or omissions; or (viii) Grantee's failure to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Permanent Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Permanent Easement Agreement, as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or 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 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 Trail, 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: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: District Administrator

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

If to Grantee: Flamingo Crossings, LLC
Team Disney, 4th Floor North
1375 Buena Vista Drive, Post Office Box 10000
Lake Buena Vista, Florida 32830
Attn: Vice President, Real Estate

With a copy to: Walt Disney Parks & Resorts U.S., Inc.
Post Office Box 10000
Lake Buena Vista, Florida 32830
Attn: Chief Counsel – Legal Department

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

C. Michael Crakis (Signature)
C. Michael Crakis (Print Name)
1800 Hotel Plaza Blvd (Address)
Orlando 32830

By: Stephanie Kopelousos (Signature)
Stephanie Kopelousos, District Administrator

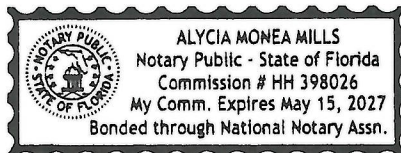
Dated: 5/9/24

Paula J. Holsington (Signature)
Paula J. Holsington (Print Name)
1960 Hotel Plaza (Address)
Lake Blvd, FL

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of May, 2024, by **Stephanie Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]



Alycia M. Mills
Notary Public
Alycia M. Mills
Name typed, printed or stamped
My Commission Expires: 5/15/2027

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

FLAMINGO CROSSINGS, LLC,
a Florida limited liability company

[Signature] (Signature)
Gregory J. Fox (Print Name)
10501 DREAMTREE BLVD (Address)
GOLDEN OAK, FL 32836

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

By: [Signature] (Signature)
Page P. Pierce (Print Name)

[Signature] (Signature)
Brandi Ferrone (Print Name)
10501 Dream Tree Blvd (Address)
Golden Oak, FL 32836

Its: Vice President (Title)

Dated: 4/15/2024

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of April, 2024, by **Page P. Pierce**, as Vice President 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 is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public
Brandi Ferrone
Name typed, printed or stamped
My Commission Expires: 3/14/2026

EXHIBIT "A"

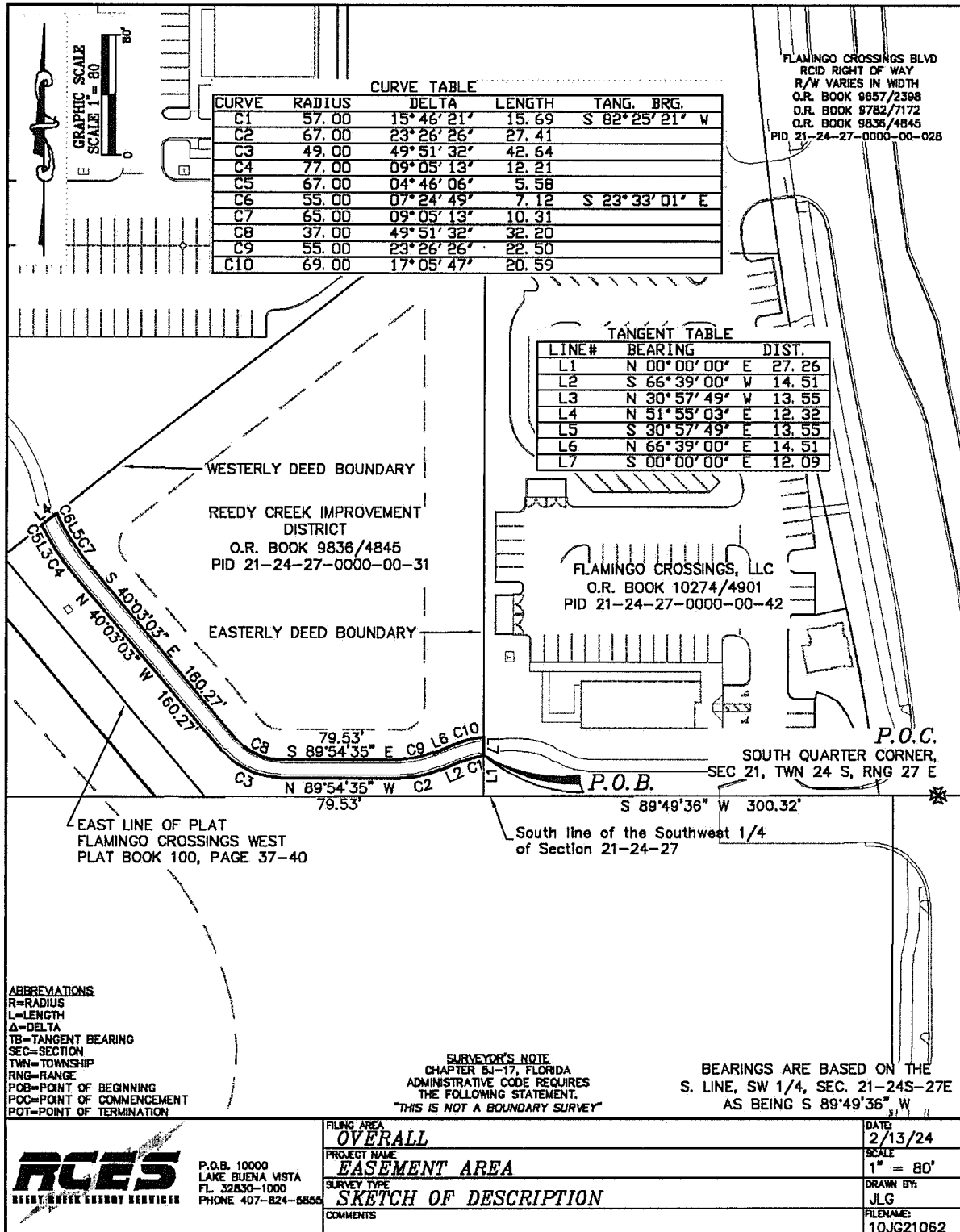
Description of Permanent Easement Area (1 of 2)

A parcel of land lying in Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, S 89°49'36" W, 300.32 feet to a point on the boundary of deed in favor of Central Florida Oversight Tourism District formerly known as Reedy Creek Improvement District and recorded in Official Records Book 9836, Page 4845 of the Public Records of Orange County, Florida; thence run along said deed boundary, N 00°00'00" E, 27.26 feet to the Point of Beginning; and a point on a non-tangent curve concave Southerly having a radius of 57.00 feet, and a central angle of 15°46'21"; thence from a tangent bearing of S 82°25'21" W run Westerly along the arc of said curve, 15.69 feet; thence S 66°39'00" W, 14.51 feet to a point of curvature of a curve concave Northerly having a radius of 67.00 feet, and a central angle of 23°26'26"; thence run Westerly along the arc of said curve, 27.41 feet; thence N 89°54'35" W, 79.53 feet to a point of curvature of a curve concave Northeasterly having a radius of 49.00 feet, and a central angle of 49°51'32"; thence run Northwesterly along the arc of said curve, 42.64 feet; thence N 40°03'03" W, 160.27 feet to a point of curvature of a curve concave Northeasterly having a radius of 77.00 feet, and a central angle of 09°05'13"; thence run Northwesterly along the arc of said curve, 12.21 feet; thence N 30°57'49" W, 13.55 feet to a point of curvature of a curve concave Northeasterly having a radius of 67.00 feet, and a central angle of 04°46'06"; thence run Northwesterly along the arc of said curve, 5.58 feet to a point on the aforesaid deed boundary; thence run along said deed boundary, N 51°55'03" E, 12.32 feet to a point on a non-tangent curve concave Northeasterly having a radius of 55.00 feet, and a central angle of 07°24'49"; thence from a tangent bearing of S 23°33'01" E run Southeasterly along the arc of said curve, 7.12 feet; thence S 30°57'49" E, 13.55 feet to a point of curvature of a curve concave Northeasterly having a radius of 65.00 feet, and a central angle of 09°05'13"; thence run Southeasterly along the arc of said curve, 10.31 feet; thence S 40°03'03" E, 160.27 feet to a point of curvature of a curve concave Northeasterly having a radius of 37.00 feet, and a central angle of 49°51'32"; thence run Southeasterly along the arc of said curve, 32.20 feet; thence S 89°54'35" E, 79.53 feet to a point of curvature of a curve concave Northerly having a radius of 55.00 feet, and a central angle of 23°26'26"; thence run Easterly along the arc of said curve, 22.50 feet; thence N 66°39'00" E, 14.51 feet to a point of curvature of a curve concave Southerly having a radius of 69.00 feet, and a central angle of 17°05'47"; thence run Easterly along the arc of said curve, 20.59 feet to a point on the aforesaid deed boundary; thence run along said deed boundary, S 00°00'00" E, 12.09 feet to the Point of Beginning. Containing 4392 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 **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 (“**Grantor**”), and **GREENPOINT CELEBRATION CONDOMINIUM ASSOCIATION, INC.**, a Florida Profit Corporation, whose mailing address is 8660 West Irlo Bronson Memorial Highway, Kissimmee, Florida 34747 (“**Grantee**”).

WITNESSETH:

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

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

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

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

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

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Osceola County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the “**Termination Date**”) which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Work in accordance with Section 3 hereof, or (ii) **September 15, 2025**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

3. **Permanent Easement.** Promptly upon completion by Grantee of the Work, Grantor agrees to convey, by separate easement agreement, a perpetual, non-exclusive, easement agreement in the form attached hereto and incorporated herein as Exhibit "C" (the "**Permanent Easement**"); provided, however, that Grantee shall provide to Grantor, at Grantee's sole cost and expense, an as-built survey (the "**Survey**") detailing the centerline alignment of the Work which Survey shall be signed and sealed by a surveyor licensed by the State of Florida, shall comply with the minimum detail survey requirements established under Florida law, and shall verify that the Work placed by way of this Temporary Easement Agreement lie within the Easement Area (if applicable). The legal description for the Permanent Easement shall be based upon the Survey and shall not exceed twenty (20) feet in width. The Permanent Easement shall be recorded in the public records of Osceola County, Florida.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or 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:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard, P.O. Box 690519 Orlando, Florida 32869-0519 Attn: District Administrator
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With a copy to:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard, P.O. Box 690519 Orlando, Florida 32869-0519 Attn: Legal Counsel
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If to Grantee:	Greenpoint Celebration Condominium Association, Inc. 8660 W. Irlo Bronson Memorial Highway Kissimmee, Florida 34747 Attn: Legal Counsel
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13. **Counterparts.** This Temporary Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

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

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

outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District, a public corporation and public body corporate and politic of the State of Florida

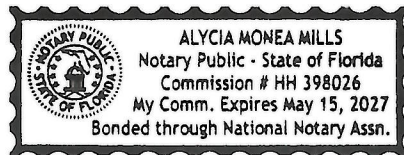
Paula J. Hoisington (Signature)
Paula J. Hoisington (Print Name)
C Michael Cricks (Signature)
C Michael Cricks (Print Name)

By: Stephanie Kopelousos (Signature)
Stephanie Kopelousos, District Administrator
Dated: May 9, 2024

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of May, 2024, by **Stephanie Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. She is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]



Alycia M. Mills
Notary Public
Name typed, printed or stamped
My Commission Expires: 5/15/2027

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

GREENPOINT CELEBRATION CONDOMINIUM
ASSOCIATION, INC., a Florida Profit Corporation

Kiki Rogers (Signature)
Kiki Rogers (Print Name)

Nathan Serenius (Signature)
Nathan Serenius (Print Name)

By: [Signature] (Signature)
John Felker (Print Name)

Its: President (Title)

Dated: 2/29/2024

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 February, 2024, by John Felker, as President of **GREENPOINT CELEBRATION CONDOMINIUM ASSOCIATION, INC.**, a Florida Profit Corporation, on behalf of the company. He/She is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]



Andrea Lynne Gower
Notary Public
Andrea Lynne Gower
Name typed, printed or stamped
My Commission Expires: 11/19/2025

EXHIBIT "A"

Description of Temporary Easement Area

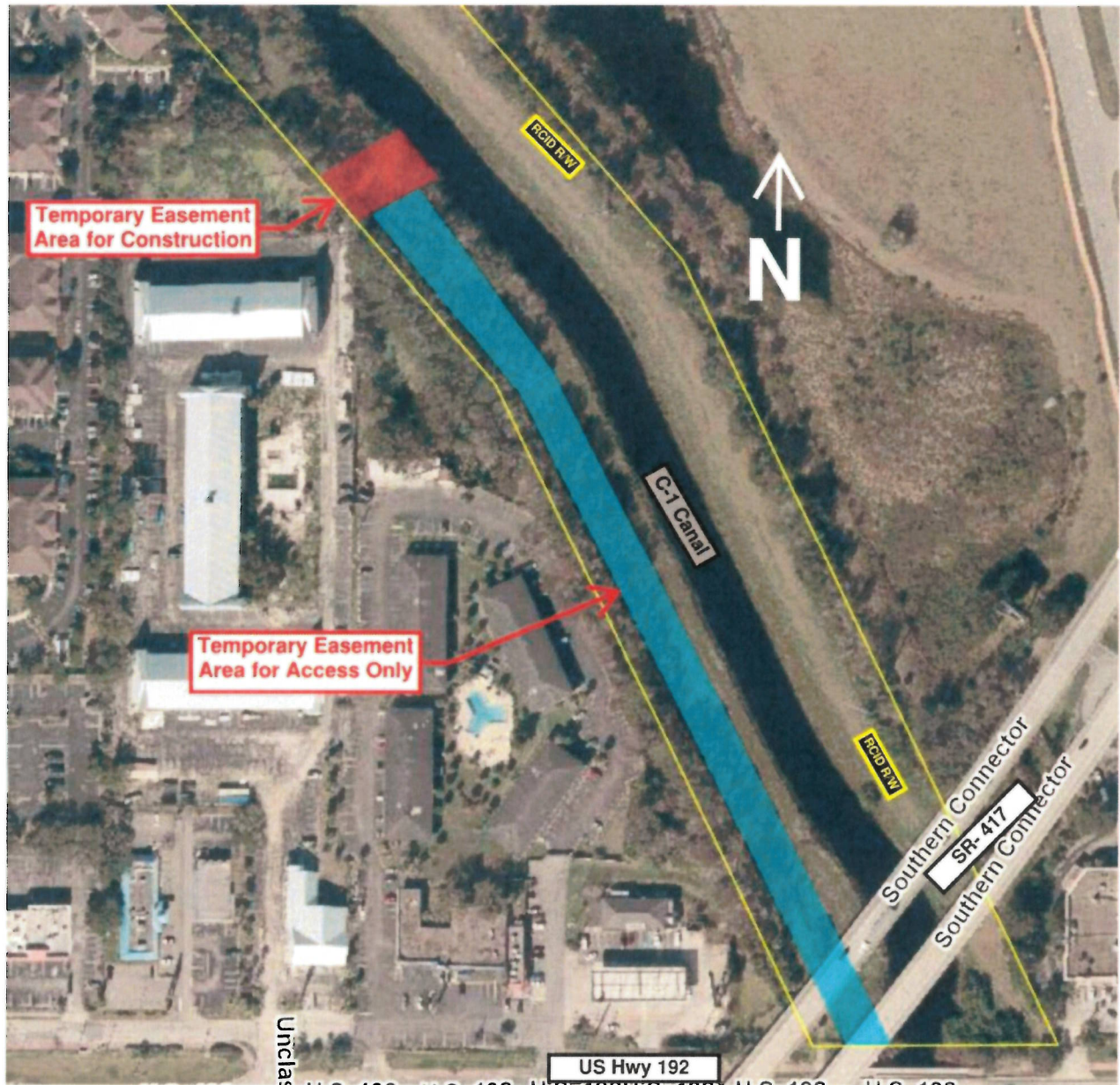


EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

County _____ Section(s) _____ Township _____ Range _____

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

Permittee is requesting permission from the Central Florida Tourism Oversight District (hereinafter "CFTOD") to:

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

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

3. The office of CFTOD's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1920 East Buena Vista Drive, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all CFOD property shall be restored to its original condition, to the extent practicable, in keeping with CFTOD specifications and in a manner satisfactory to CFTOD.
7. Installations shall conform to CFTOD's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to CFTOD's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.

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

15. Special Instructions:

16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless CFTOD and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use of the right-of-way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or CFTOD. Permittee shall cooperate with CFTOD in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to CFTOD. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or

contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.

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

PRINT NAME

Contact number (____)_____

Submitted By:

Printed Name of Permittee

Date

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

Signature of Permittee

Approved by:

CFTOD Engineer or Authorized Representative

Date

ISSUED FOR:

The following is Required for Sign Installation Only

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

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____
DATE _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY CFTOD ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

Record and Return to:
Central Florida Tourism Oversight District
Post Office Box 690519
Orlando, Florida 32869-0519
Attn: Planning & Engineering

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 ("**Grantor**") and _____, a _____, whose mailing address is _____ ("**Grantee**").

W I T N E S S E T H:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Easement Area**"), for the purpose of: (i) _____ (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 Grantor, its Board of Supervisors, the officers, directors, agents, employees and assigns (collectively, "**Indemnitees**") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its grantees, invitees, employees, contractors, and agents, and all of their officers, directors, employees, representatives, and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, agents, contractors, or invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted or suffered by Grantee (its grantees, invitees, employees, contractors, and agents and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its grantees, invitees, agents, employees, representatives, or contractors); (v) Grantee's failure to perform any obligations imposed hereunder; (vi) Grantee's use, operation, maintenance, or repair of the Easement Area; (vii) liens by third parties arising out of Grantee's acts or omissions; or (viii) Grantee's failure to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Permanent Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Permanent Easement Agreement, as to events which occurred prior to such expiration or termination.

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

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

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

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

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

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

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

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

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

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

10. **No Warranty: Entire Agreement.** Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Permanent Easement Agreement or the Easement Area, other than as

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

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

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

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

If to Grantee: _____

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 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:

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

(Signature)

By: _____ (Signature)

Glenton Gilzean, Jr., District Administrator

(Print Name)

(Address)

Dated: _____

(Signature)

(Print Name)

(Address)

STATE OF FLORIDA
COUNTY OF ORANGE

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

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

(Signature)

(Print Name)

(Address)

(Signature)

(Print Name)

(Address)

By: _____ (Signature)

(Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

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

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Description of 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 **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 ("Grantor"), and **WALT DISNEY PARKS AND RESORTS U.S. INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attention: Legal Department – Real Estate ("Grantee").

WITNESSETH:

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

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

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

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

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

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this "Easement") on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the "**Termination Date**") which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Work in accordance with Section 3 hereof, or (ii) **January 15, 2025**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or 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: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: District Administrator

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT f/k/a Reedy Creek Improvement District, a
public corporation and public body corporate and politic of the
State of Florida

[Signature] (Signature)
C. Michael Crick (Print Name)
Paula J. Horsinger (Signature)
Paula J. Horsinger (Print Name)

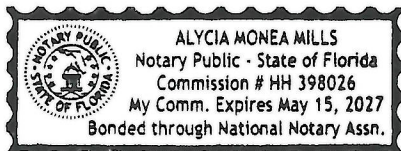
By: [Signature] (Signature)
Glenton Gilzean, Jr., District Administrator

Dated: 2/5/2024

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of February, 2024 by Glenton Gilzean, Jr., as District Administrator of the CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public
Alycia M. Mills
Name typed, printed or stamped
My Commission Expires: 5/15/2027

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

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

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

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

By: [Signature] (Signature)
JOE BECHGER (Print Name)

Its: VICE PRESIDENT (Title)

Dated: 01/16/24

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of JANUARY, 2024 by JOE BECHGER, 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/She 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: 10/28/24

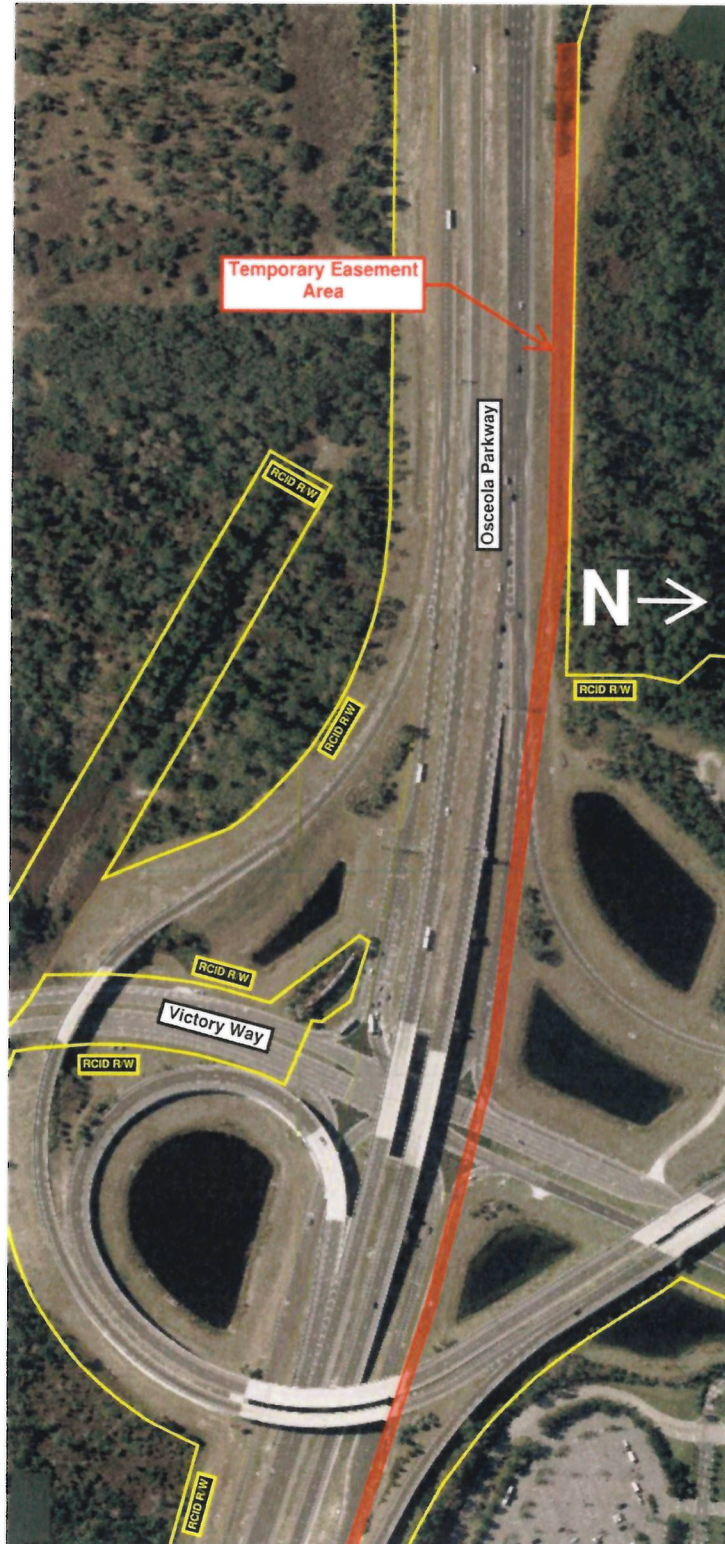
EXHIBIT "A"

Description of Temporary Easement Area (1 of 3)



EXHIBIT "A"

Description of Temporary Easement Area (2 of 3)



TCE with PERM WDPR Fiber along Osceola Pkwy & under C4 Canal_sd

EXHIBIT "A"

Description of Temporary Easement Area (3 of 3)



TCE with PERM WDPR Fiber along Osceola Pkwy & under C4 Canal sd

EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

County _____ Section(s) _____ Township _____ Range _____

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

Permittee is requesting permission from the Central Florida Tourism Oversight District (hereinafter "CFTOD") to:

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

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

3. The office of CFTOD's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1920 East Buena Vista Drive, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all CFOD property shall be restored to its original condition, to the extent practicable, in keeping with CFTOD specifications and in a manner satisfactory to CFTOD.
7. Installations shall conform to CFTOD's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to CFTOD's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.

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

contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.

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

PRINT NAME

Contact number (____) _____

Submitted By:

Printed Name of Permittee

Date

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

Signature of Permittee

Approved by:

CFTOD Engineer or Authorized Representative

Date

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____
DATE _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY CFTOD ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT “C”

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

Record and Return to:

Central Florida Tourism Oversight District
Post Office Box 690519
Orlando, Florida 32869-0519
Attn: Planning & Engineering

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 ("**Grantor**") and **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830 ("**Grantee**").

W I T N E S S E T H:

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

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

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

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

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

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

Easement Area across the balance of the Property and Grantor's adjacent property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. Grantor accepts the location of the _____ as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i) Such Indemnatee 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: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: District Administrator

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

(Signature)

(Print Name)

(Address)

By: _____ (Signature)
Glenton Gilzean, Jr., District Administrator

Dated: _____

(Signature)

(Print Name)

(Address)

STATE OF FLORIDA
COUNTY OF ORANGE

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

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

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

(Signature)

(Print Name)

(Address)

(Signature)

(Print Name)

(Address)

By: _____ (Signature)

(Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, as _____ of **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, on behalf of the company. He is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Description of Permanent Easement Area

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT ("Temporary Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 ("Grantor"), and **WALT DISNEY PARKS AND RESORTS U.S. INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attention: Legal Department – Real Estate ("Grantee").

WITNESSETH:

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

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

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

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

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

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this "Easement") on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Osceola County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the "Termination Date") which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Work in accordance with Section 3 hereof, or (ii) **February 15, 2025**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

Paul Tyson (Signature)

Laurel Tyson (Print Name)

1900 Hotel Plaza Blvd, (Address)
Lake Buena Vista, FL 32830

Guillermo Rodriguez (Signature)

Guillermo Rodriguez (Print Name)

1900 HOTEL PLAZA BLVD (Address)
LAKE BUENA VISTA, FL 32830

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

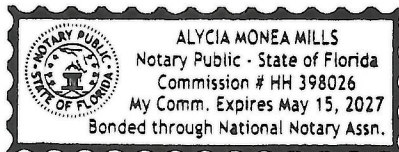
By: [Signature] (Signature)
Glenton Gilzean, Jr., District Administrator

Dated: 3-5-2024

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of March, 2024 by Glenton Gilzean, Jr., as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

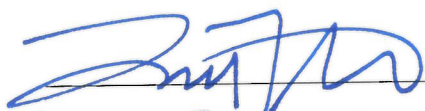


[Signature]
Notary Public
Alycia Monea Mills
Name typed, printed or stamped
My Commission Expires: May 15, 2027


[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

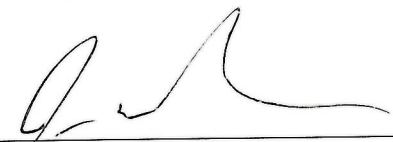
WALT DISNEY PARKS AND RESORTS U.S., INC.
a Florida corporation



LOWELL FLATFORD (Print Name)



Shamron Sewsonker (Print Name)

By: 

(Signature)

JOE BECHGER (Print Name)

Its: VICE PRESIDENT (Title)


Dated: 2/26/24

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of FEBRUARY, 2024, by JOE BECHGER, as VICE PRESIDENT of WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation, on behalf of the company. He/She is ☒ personally known to me or ☐ produced as identification.

[Notary Seal]

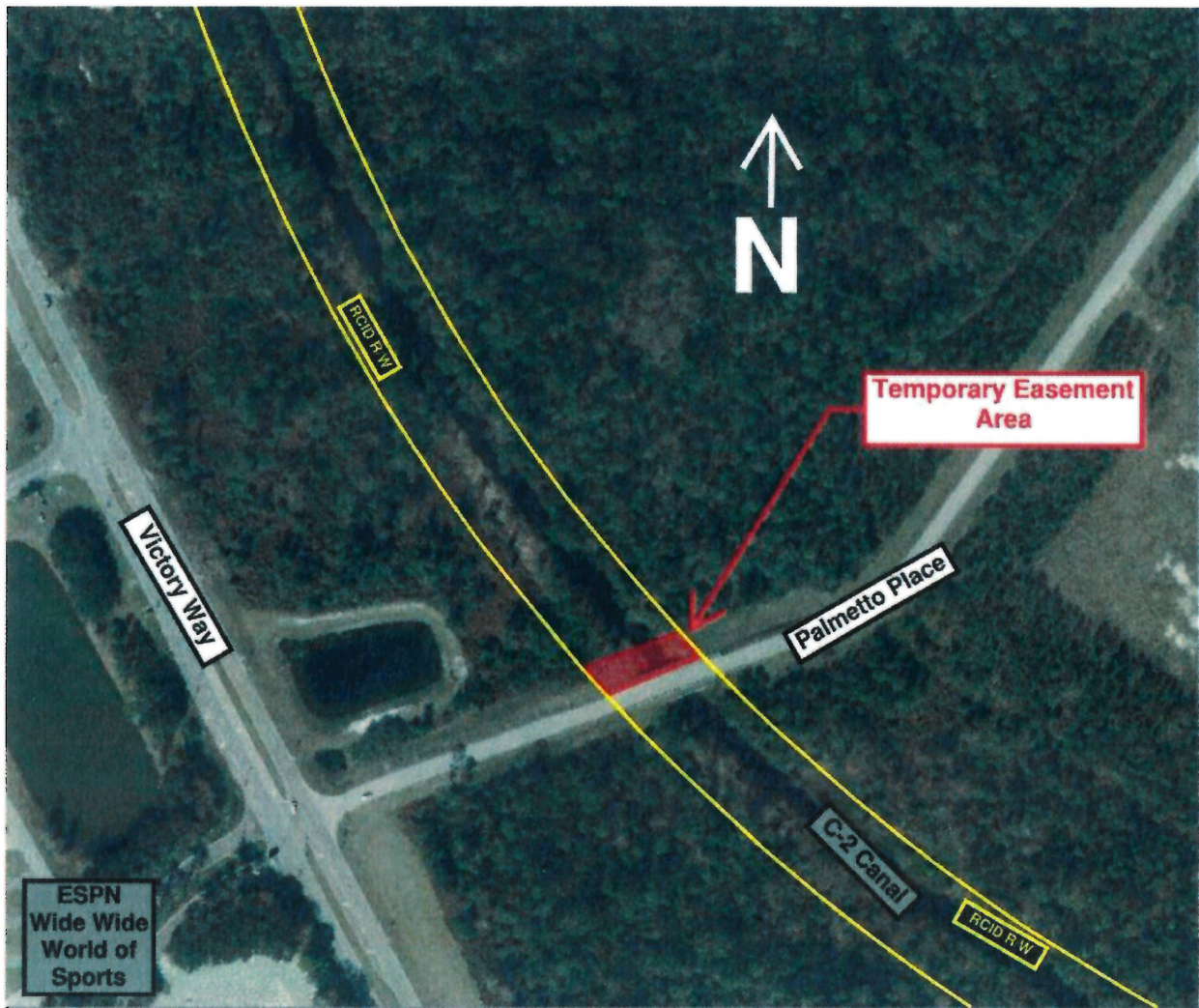
 Lowell Flatford
Notary Public
State of Florida
Comm# HH057994
Expires 10/28/2024



Notary Public
LOWELL FLATFORD
Name typed, printed or stamped
My Commission Expires: 10/28/24

EXHIBIT "A"

Description of Temporary Easement Area (1 of 2)



Description of Temporary Easement Area (2 of 2)

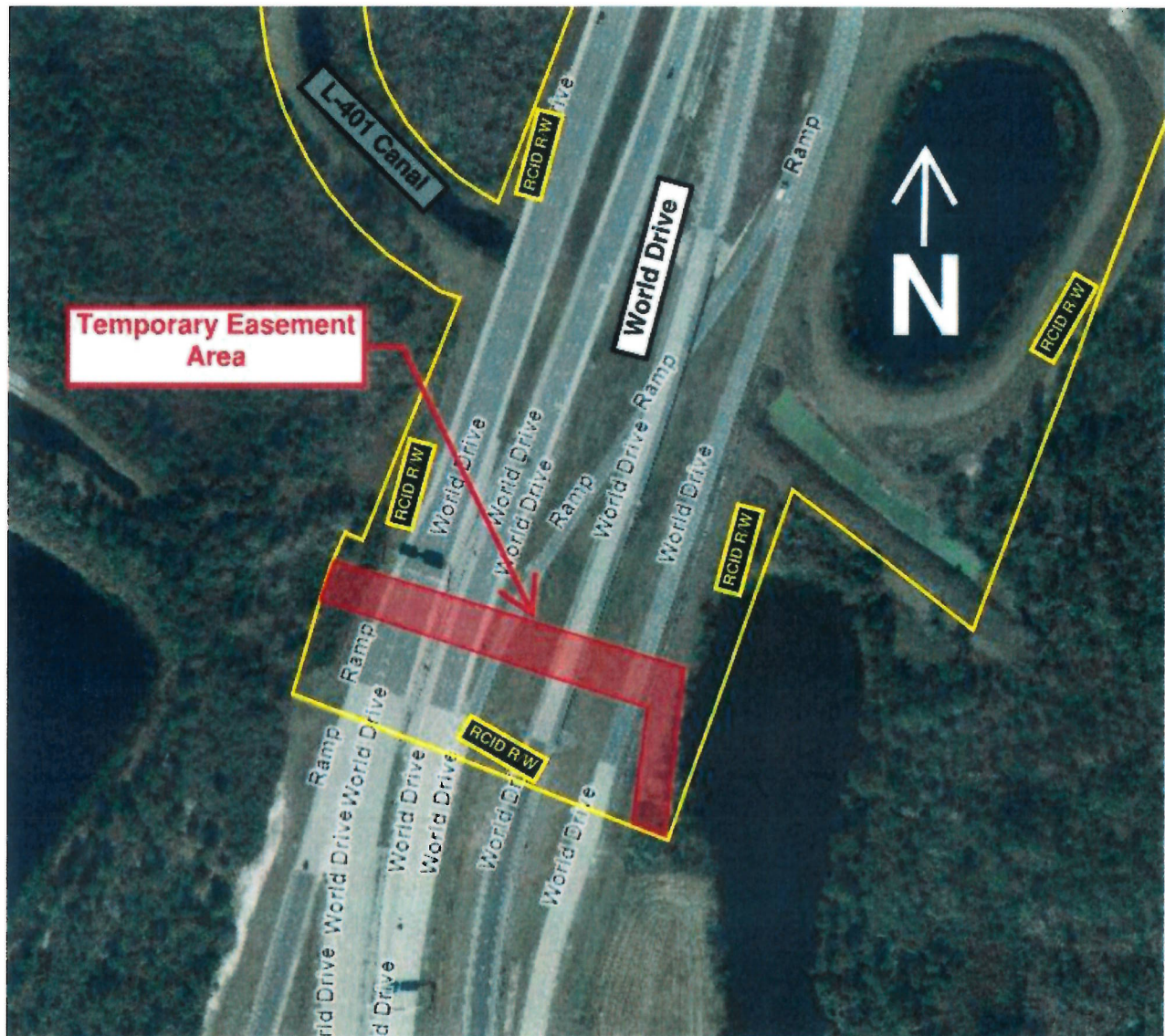


EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

County _____ Section(s) _____ Township _____ Range _____

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

Permittee is requesting permission from the Central Florida Tourism Oversight District (hereinafter "CFTOD") to:

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

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

3. The office of CFTOD's Manager of Planning & Engineering (hereinafter "Engineer"), at 1920 East Buena Vista Drive, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all CFOD property shall be restored to its original condition, to the extent practicable, in keeping with CFTOD specifications and in a manner satisfactory to CFTOD.
7. Installations shall conform to CFTOD's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to CFTOD's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall commence the Work on _____ and shall be finished with all of the Work by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.

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

- contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.
17. During construction, Permittee shall observe all safety regulations imposed by CFTOD and shall take all appropriate measures that may be necessary to safely conduct the public through the area in which the Work is being conducted, including, but not limited to, placing and displaying safety devices, all in accordance with the Federal Manual on Uniform Traffic Control Devices ("MUTCD"), as amended, and the State of Florida Department of Transportation ("FDOT") most current edition of FDOT's Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction, as amended.
18. If Permittee, in the sole and absolute discretion of CFTOD, shall be found not to be in compliance with CFTOD's requirements in effect as of the approval date of this Permit, this Permit shall be void, and all Work must either be immediately brought into compliance or removed from the corridor at the sole expense of Permittee.
- a) In conjunction therewith, Permittee shall, without violating any Laws:
- i) Deactivate, place out of service or remove the described facilities and the Work in accordance with Industry Standards and and/or within the specifications of and to the sole satisfaction of CFTOD in accordance with the terms of this Permit, as hereinabove set forth;
 - ii) Retain ownership and all legal obligations of ownership of the Work and all facilities associated therewith; and
 - iii) Be responsible (upon the request of CFTOD) for location (horizontally and vertically) of existing facilities within CFTOD's corridor.
- b) Permittee further covenants and agrees that it shall indemnify, hold harmless and defend CFTOD, its Board of Supervisors, elected and appointed officials, and any of its directors, officers, employees or agents, from and against any loss, damage, claim, cost, charge or expense arising:
- i) From or as a result of the presence of the Work and the associated facilities, or the materials and/or products utilized therein, including removal of same;
 - ii) Out of any act, action, negligence, omission, or commission by Permittee, its officers, agents, employees, contractors or subcontractors; or
 - iii) If applicable, as a result of placing the facilities installed by Permittee out of service, including, but not limited to, causes arising out of any future removal of the facilities or the Work by Permittee or any entity other than Permittee, whether or not such entity is acting at the instruction of Permittee or CFTOD.
19. This Permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without CFTOD's prior written consent.
20. CFTOD agrees to allow Permittee to retain the facilities hereinabove described within the corridor for the time period set forth in paragraph 9 above, contingent upon, the continuing satisfactory performance of the conditions of this Permit.
21. Permittee's employee responsible for Maintenance of Traffic is _____

PRINT NAME

Contact number (____) _____

Submitted By:

Printed Name of Permittee

Date

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

Signature of Permittee

Approved by:

CFTOD Engineer or Authorized Representative

Date

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____
DATE _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY CFTOD ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

Record and Return to:
Central Florida Tourism Oversight District
Post Office Box 690519
Orlando, Florida 32869-0519
Attn: Planning & Engineering

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 ("Grantor") and **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830 ("Grantee").

W I T N E S S E T H:

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

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

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

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

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

Easement Area across the balance of the Property and Grantor's adjacent property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. Grantor accepts the location of the _____ as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **No Warranty: Entire Agreement.** Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Permanent Easement Agreement or the Easement Area, other than as

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a **Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida

(Signature)

By: _____ (Signature)

(Print Name)

Glenton Gilzean, 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 _____, 2024, by **Glenton Gilzean, Jr.**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

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

(Signature)

(Print Name)

(Address)

(Signature)

(Print Name)

(Address)

By: _____ (Signature)

(Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, as _____ of **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, on behalf of the company. He is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Description of Permanent Easement Area

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT ("Temporary Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 ("Grantor"), and **WALT DISNEY PARKS AND RESORTS U.S. INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attention: Legal Department – Real Estate ("Grantee").

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the purpose of: (i) desilting, inspecting, and repairing or replacing existing stormwater drainage pipes, end treatments, and slope revetment for stormwater conveyance (the "Work"); and, in accordance with the corridor utilization permit application, a copy of which is attached hereto as Exhibit "B"; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "permitted use"); and

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

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

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

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this "Easement") on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the "**Termination Date**") which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Work in accordance with Section 3 hereof, or (ii) **February 15, 2025**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or 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: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: District Administrator

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

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

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

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

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

outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

Laurel Tyson (Signature)

Laurel Tyson (Print Name)

1900 Hotel Plaza Blvd (Address)
Lake Buena Vista, FL 32830

Karina Gorni Rodriguez (Signature)

KARINA GORNI RODRIGUES (Print Name)

1900 HOTEL PLAZA BLVD (Address)
LAKE BUENA VISTA, FL 32830

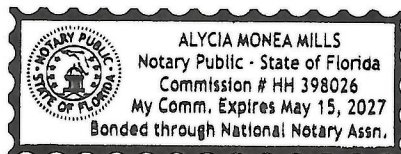
By: Glenton Gilzean, Jr. (Signature)
Glenton Gilzean, Jr., District Administrator

Dated: 3-5-2024

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of March, 2024 by Glenton Gilzean, Jr., as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☒ personally known to me or ☐ produced _____ as identification.

[Notary Seal]



Alycia Monea Mills
Notary Public
Name typed, printed or stamped
My Commission Expires: May 15, 2027

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

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

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

[Signature] (Signature)
Shamron Sewsankar (Print Name)

By: [Signature] (Signature)
JOE BECHER (Print Name)

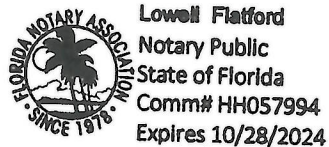
Its: VICE PRESIDENT (Title)

Dated: 2/26/24

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of FEBRUARY, 2024, by JOE BECHER, as VICE PRESIDENT of WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation, on behalf of the company. He/She is ☒ personally known to me or ☐ produced as identification.

[Notary Seal]



[Signature]
Notary Public
Lowell Flatford
Name typed, printed or stamped
My Commission Expires: 10/28/24

EXHIBIT "A"

Description of Temporary Easement Area (1 of 3)

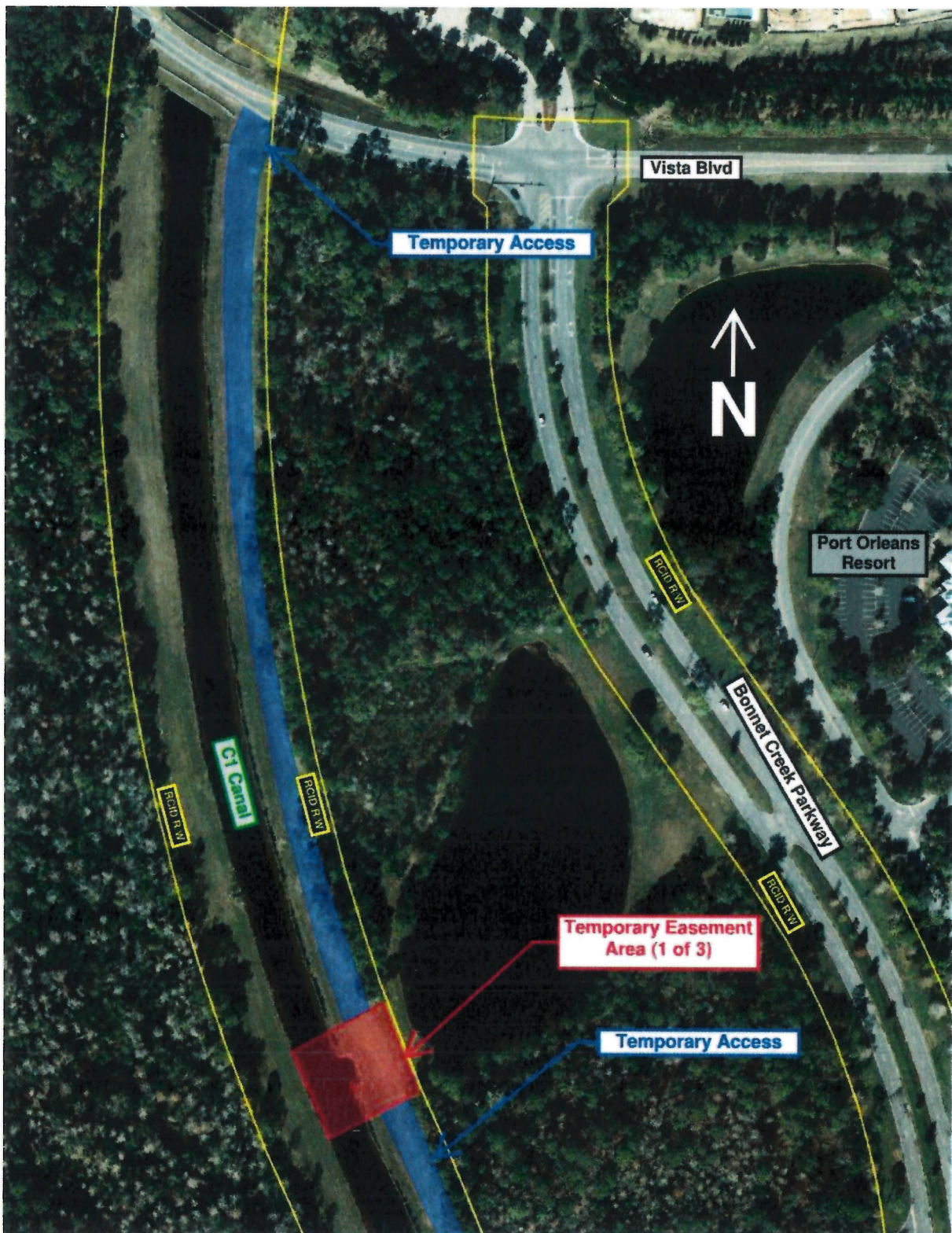


EXHIBIT "A"

Description of Temporary Easement Area (2 of 3)



EXHIBIT "A"

Description of Temporary Easement Area (3 of 3)

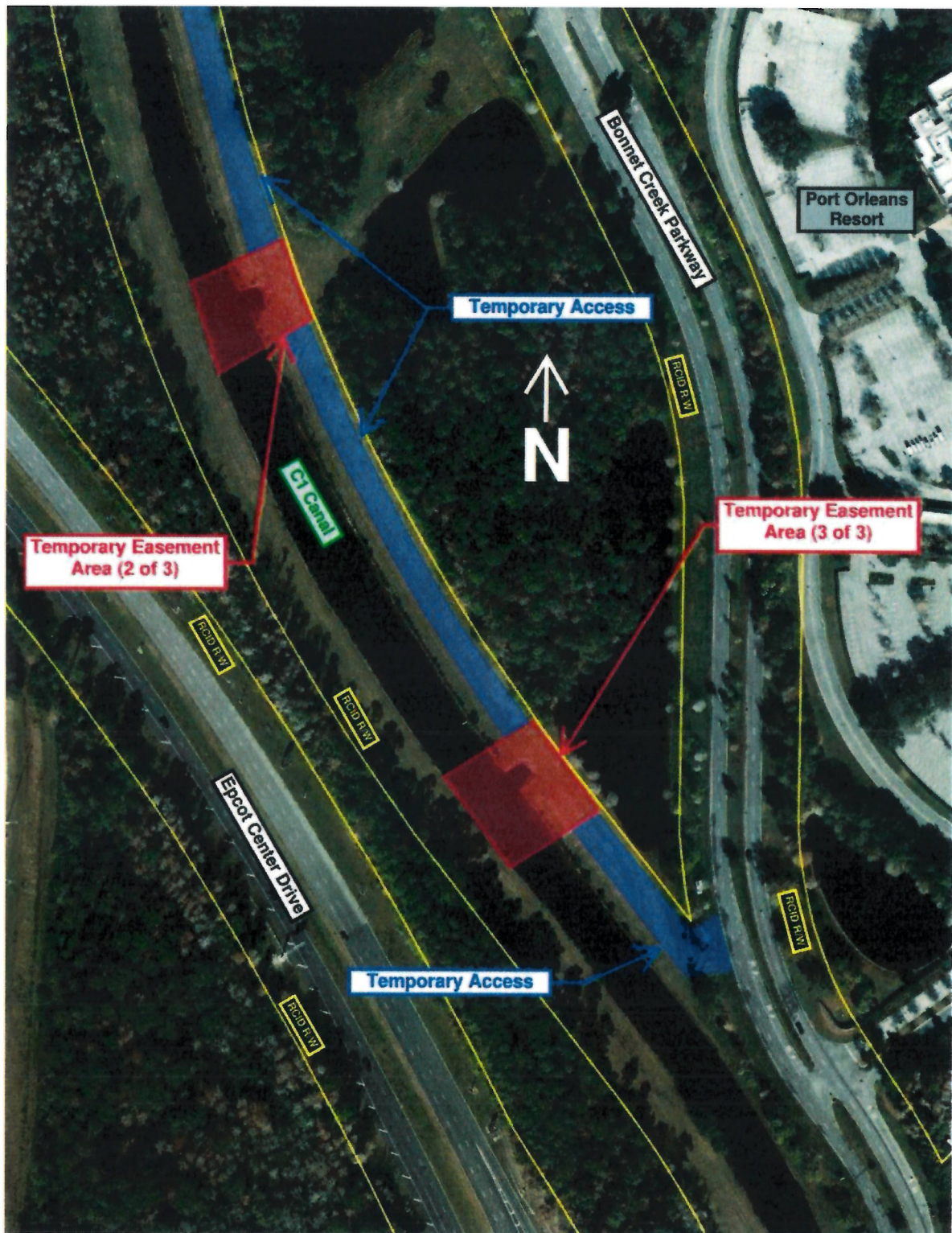


EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

County _____ Section(s) _____ Township _____ Range _____

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

Permittee is requesting permission from the Central Florida Tourism Oversight District (hereinafter "CFTOD") to:

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

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

3. The office of CFTOD's Manager of Planning & Engineering (hereinafter "Engineer"), at 1920 East Buena Vista Drive, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all CFOD property shall be restored to its original condition, to the extent practicable, in keeping with CFTOD specifications and in a manner satisfactory to CFTOD.
7. Installations shall conform to CFTOD's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to CFTOD's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.

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

- contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.
17. During construction, Permittee shall observe all safety regulations imposed by CFTOD and shall take all appropriate measures that may be necessary to safely conduct the public through the area in which the Work is being conducted, including, but not limited to, placing and displaying safety devices, all in accordance with the Federal Manual on Uniform Traffic Control Devices ("MUTCD"), as amended, and the State of Florida Department of Transportation ("FDOT") most current edition of FDOT's Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction, as amended.
 18. If Permittee, in the sole and absolute discretion of CFTOD, shall be found not to be in compliance with CFTOD's requirements in effect as of the approval date of this Permit, this Permit shall be void, and all Work must either be immediately brought into compliance or removed from the corridor at the sole expense of Permittee.
 - a) In conjunction therewith, Permittee shall, without violating any Laws:
 - i) Deactivate, place out of service or remove the described facilities and the Work in accordance with Industry Standards and and/or within the specifications of and to the sole satisfaction of CFTOD in accordance with the terms of this Permit, as hereinabove set forth;
 - ii) Retain ownership and all legal obligations of ownership of the Work and all facilities associated therewith; and
 - iii) Be responsible (upon the request of CFTOD) for location (horizontally and vertically) of existing facilities within CFTOD's corridor.
 - b) Permittee further covenants and agrees that it shall indemnify, hold harmless and defend CFTOD, its Board of Supervisors, elected and appointed officials, and any of its directors, officers, employees or agents, from and against any loss, damage, claim, cost, charge or expense arising:
 - i) From or as a result of the presence of the Work and the associated facilities, or the materials and/or products utilized therein, including removal of same;
 - ii) Out of any act, action, negligence, omission, or commission by Permittee, its officers, agents, employees, contractors or subcontractors; or
 - iii) If applicable, as a result of placing the facilities installed by Permittee out of service, including, but not limited to, causes arising out of any future removal of the facilities or the Work by Permittee or any entity other than Permittee, whether or not such entity is acting at the instruction of Permittee or CFTOD.
 19. This Permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without CFTOD's prior written consent.
 20. CFTOD agrees to allow Permittee to retain the facilities hereinabove described within the corridor for the time period set forth in paragraph 9 above, contingent upon, the continuing satisfactory performance of the conditions of this Permit.
 21. Permittee's employee responsible for Maintenance of Traffic is _____
PRINT NAME
Contact number (____)_____

Submitted By:

Printed Name of Permittee _____ Date _____

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

Signature of Permittee _____

Approved by:

CFTOD Engineer or Authorized Representative _____ Date _____

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____
DATE _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY CFTOD ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

Record and Return to:
Central Florida Tourism Oversight District
Post Office Box 690519
Orlando, Florida 32869-0519
Attn: Planning & Engineering

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 ("Grantor") and **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830 ("Grantee").

W I T N E S S E T H:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the purpose of: (i) _____ (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 Grantor, its Board of Supervisors, the officers, directors, agents, employees and assigns (collectively, "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its grantees, invitees, employees, contractors, and agents, and all of their officers, directors, employees, representatives, and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, agents, contractors, or invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted or suffered by Grantee (its grantees, invitees, employees, contractors, and agents and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its grantees, invitees, agents, employees, representatives, or contractors); (v) Grantee's failure to perform any obligations imposed hereunder; (vi) Grantee's use, operation, maintenance, or repair of the Easement Area; (vii) liens by third parties arising out of Grantee's acts or omissions; or (viii) Grantee's failure to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Permanent Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Permanent Easement Agreement, as to events which occurred prior to such expiration or termination.

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

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

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

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

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

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

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

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

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

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

10. **No Warranty: Entire Agreement.** Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Permanent Easement Agreement or the Easement Area, other than as

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District, a public corporation and public body corporate and politic of the State of Florida

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____ (Signature)

Glenton Gilzean, Jr., District Administrator

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by **Glenton Gilzean, Jr.**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

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

(Signature)

(Print Name)

(Address)

(Signature)

(Print Name)

(Address)

By: _____ (Signature)

(Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, as _____ of **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, on behalf of the company. He is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Description of Permanent Easement Area

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.3

Board Meeting Date: 07/24/2024

Subject: Fiscal Year 2025 Reedy Creek Energy Services (RCES) Annual Adjustment to Operational Services and Operational Services Fee and Fee Cap

Presented By: Chris Ferraro, Director, Reedy Creek Energy Services

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #7.3 the Third Amendment to the Amended and Restated Labor Services Agreement for the Reedy Creek Energy Services Fiscal Year 2025 annual adjustment to the operational services fee in an amount not-to-exceed \$35,157,921

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

Operational Services Fee, and Fee Cap

On June 28, 2024 Reedy Creek Energy Services (RCES) submitted to the District the fiscal year 2025 annual adjustment of operational services and operational services fee cap. This submittal meets the requirements of section 7.1.3 of the Amended and Restated Labor Services Agreement (“Agreement”) between Central Florida Tourism Oversight District (“District”) and Reedy Creek Energy Services.

It is expressly agreed and understood the operational services shall be performed subject at all times to the supervision, direction and approval of the District's Board of Supervisors and the designated administrators and staff of the District.

RCES forecasts almost 404,000 billable labor hours supporting District utility operational services. The average billable hourly rate for these services is \$87.11. The resulting Operational Services Fee is \$35,157,921. This is a \$655,345, or 1.9% increase from FY24’s Operational Services Fee of \$34,502,576. The increase is driven by labor cost increases associated with annual salary adjustments offset by a raw rate and work hour true-up across RCES roles.

The RCES fiscal year 2025 annual adjustment of operational services also includes a fee cap of \$36,157,921. This fee cap, which is \$1,000,000 above the operational services fee, covers additional labor that may be required during the fiscal year. Additional Board approval would be required to leverage the increment funds in the operational services fee cap and authorize payment to RCES beyond the operational services fee of \$35,157,921.

The FY25 RCES Operational Scope of Services of \$35,157,921 and Operational Services fee cap of \$36,157,921 includes all labor necessary during normal and emergency conditions to: operate, maintain, repair, renew, and administer the eight (8) District utilities including, without limitation, performing or causing to be performed all repairs and replacing all parts and equipment as required for the efficient and economical utility operation. Operational Services also includes support of expense funded projects and programs and procurement and commissioning of certain capital assets.

The Operational Services also include providing comprehensive planning, analytical support and oversight for the District's Facilities, including, without limitation, developing annual and long-term strategic plans, forecasts and budgets for approval by the Board of the District in the Approved Budget, and among other things, rate setting, revenue forecasting, capital planning, District bond issuance. The Operational Services fee also includes management of the District's electric and natural gas supply portfolios, developing and negotiating energy supply agreements relative to the District's electric and natural gas supply portfolios, hedging and other utility-based decisions, assisting in the interpretation of utility tariffs, providing risk management recommendations, providing all filing and reporting on behalf of the District. Reedy Creek Energy Services also supports the District with its annual financial audit, bond rating agency evaluations and administrative agency permitting and reporting requirements.

Forecasted Design/Support Services

In the fiscal year 2025 Annual Adjustment of Operational Services, Reedy Creek Energy Services also provided a fiscal year 2025 summary of utility-funded capital programs, projects, and allowances. RCES forecasts an additional \$2,498,195, in design/support services. This is a \$.96M, or 28% decrease, from FY24's forecasted Design/Support Services Fee of \$3,454,580. The design and support services represents approximately 24,000 billable hours to supply design/support services for District utility-funded capital projects. The average billable hourly rate for these services is \$103.56. The forecasted design/support services is incremental to the \$35,157,921 in Operational Services Fee and includes Reedy Creek Energy Services labor, planning, design, engineering, permitting, construction management and inspection support in connection with the renewal, replacement and expansion of utility facilities associated with the capital projects. Reedy Creek Energy Services design/support services fees are included in all utility-funded project cost estimates. Utility-fund capital projects will be reviewed and approved by the Board as part of the fiscal year 2025 District Utilities' budget and utility rate recommendations.

FINDINGS AND CONCLUSIONS:

Reedy Creek Energy Services proposes to continue all utility services provided in FY24 through FY25.

Reedy Creek Energy Services forecasts a total of 428,000 billable labor hours supporting District utility Operational Services and Design/Support Services for utility-funded capital projects

- The Operational Services fee is increasing 1.7% from FY24 to FY25.
- Anticipated Design/Support Services fee decreases 27.7% from FY24 to FY25.

The average annual hourly billing rate for this comprehensive scope of utility services is \$88.04.

The resulting overall RCES billing to the District in FY25 is forecasted to be \$37.6M. This is \$.3M, or 1% decrease, from FY24's overall billing forecast of \$37.9M.

Operational Services Summary:

FY24 to FY25 Comparison of RCES Billable Labor Dollars, Hours and Rate				
Billable Category	FY24	FY25	Variance	Variance %
Operational Services Dollars	\$ 34,502,576	\$ 35,157,921	\$ 655,345	1.9%
Operational Services Hours	402,802	403,607	805	0.2%
Operational Services Average Hourly Billable Rate	\$ 85.66	\$ 87.11	\$ 1.45	1.7%

Design/Support Services Summary:

FY24 to FY25 Comparison of RCES Design/Support Services Billable Dollars				
Billable Category	FY24	FY25	Variance	Variance %
Projects Funded by Planned Work Capital	\$ 1,637,462	\$ 1,303,532	\$ (333,930)	-20.4%
Projects Funded by Utility Bonds	\$ 1,817,108	\$ 1,194,663	\$ (622,445)	-34.3%
Total	\$ 3,454,570	\$ 2,498,195	\$ (956,375)	-27.7%

Service Rate	FY24	FY25	Variance	Variance %
Average Annual Hourly Rate for Overall Design/Support Services	\$ 104.96	\$ 103.57	\$ (1.40)	-1.3%

Overall Utility Services Summary:

Reedy Creek Energy Services Organization	Hours	Average Rate	Dollars
Scope of Operational Services	403,607	\$ 87.11	\$ 35,157,921
Design/Support Services	24,122	\$ 103.57	\$ 2,498,195
Total FY25 Billing	427,729	\$ 88.04	\$ 37,656,116

	FY24	FY25	Variance	Variance
	Dollars (\$Ms)	Dollars (\$Ms)	Dollars (\$Ms)	\$
Operational Scope of Services and Design/Support Services	\$ 37.9	\$ 37.6	\$ (0.3)	-1%

The Utilities Division is requesting approval of the RCES Fiscal Year 2025 Annual Adjustment to the Operational Services Fee to \$35,157,921.

FISCAL IMPACT:

Funding will be from CFTOD 2025 utility rates for Operational Services

Design/Support Services will be funded from utility capital funding sources including:

- CFTOD 2025 utility rates for Planned Work-Capital
- Utility Revenue Bonds
- Unrestricted Reserve Funds

PROCUREMENT REVIEW:

This submittal has been reviewed and complies with the Amended and Restated Labor Services Agreement (“Agreement”) between Central Florida Tourism Oversight District (“District”) and Reedy Creek Energy Services.

LEGAL REVIEW:

This agenda item has been reviewed by the District’s General Counsel.

ALTERNATIVE:

- ☐ Deny
- ☐ Amend
- ☐ Table

SUPPORT MATERIALS:

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

THIS THIRD AMENDMENT TO AMENDED AND RESTATED LABOR SERVICES AGREEMENT (the “Third Amendment”) is made by **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida f/k/a Reedy Creek Improvement District, whose address is 1900 Hotel Plaza Blvd., Lake Buena Vista, Florida 32830 (the “District”), and **REEDY CREEK ENERGY SERVICES** (“RCES”), whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830.

RECITALS:

WHEREAS, RCES and Reedy Creek Improvement District entered into an Amended and Restated Labor Services Agreement on February 8, 2023, a First Amendment on February 22, 2023, and a Second Amendment on April 24, 2024 (collectively, the “Labor Services Agreement”); and

WHEREAS, for Fiscal Year 2025, and pursuant to Section 7.1.3 of the Labor Services Agreement, RCES has provided to the District a proposed scope of Operational Services, a proposed Operational Services Fee, and an Operational Services Fee Cap; and

WHEREAS, the District hereby accepts RCES’ proposals and the Parties desire to memorialize their agreement as required by Section 7.1.3 of the Labor Services Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein described, the sufficiency of which is acknowledged, the Parties hereby amend the Labor Services Agreement as follows:

1. Section 7.1.1 is amended to add the following sentences: The Operational Services for the 2025 Fiscal Year (the period beginning October 1, 2024 and ending September 30, 2025) is estimated to be, but shall be no greater than, Thirty-Five Million, One Hundred Fifty-Seven Thousand, Nine Hundred and Twenty-One Dollars (\$35,157,921). The Operational Services Fee Cap for the 2025 Fiscal Year is Thirty-Six Million, One Hundred Fifty-Seven Thousand, Nine Hundred and Twenty-One Dollars (\$36,157,921).
2. Except as amended herein, the Labor Services Agreement remains effective.

SIGNATURES NEXT PAGE

IN WITNESS WHEREOF, this Third Amendment has been executed on the date approved by the Board as noted below.

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

By: _____
Charbel Barakat, Vice Chairman of
the Board of Supervisors

Board Approval Date: _____

REEDY CREEK ENERGY SERVICES

By: _____

Print Name: _____

Title: _____

Date: _____

June 27, 2024

Central Florida Tourism Oversight District
Attention: District Administrator
1900 Hotel Plaza Boulevard
Lake Buena Vista, FL 32830-0170

Dear CFTOD District Administrator Kopelousos,

For your review, Reedy Creek Energy Services (RCES) submits the attached document representing the Annual Adjustment of Operational Services and Operational Services Fee for fiscal year 2025 (FY25). This submittal fulfills the requirements of section 7.1.3 of the Amended and Restated Labor Services Agreement ("Agreement") between Central Florida Tourism Oversight District ("District") and RCES. RCES is also presenting a forecast of labor dollars for Design/Support Services for utility funded capital projects as described in section 7.1.2 of the Agreement.

RCES brings 36 years of experience supplying comprehensive utility services to the District. The dedicated staff at RCES have over 5,000 combined years of experience working with the District's utility Facilities. RCES is also future-focused and works to continually improve service to the District and the District's utility customers.

RCES welcomes the opportunity to discuss this submittal and collaborate with the District. Should you have any questions or require additional information, please do not hesitate to contact me at Chris.E.Ferraro@Disney.com or 407.701.8954.

Sincerely,

A handwritten signature in cursive script that reads "Christine Ferraro".

Christine Ferraro
Director, RCES

Executive Summary

RCES is pleased to present this proposal for comprehensive utility Operational Services and Design/Support Services for utility funded capital projects across eight (8) District utilities including a Natural Gas System, Wastewater Treatment and Collection System, Potable Water System, Reclaimed Water System, Solid Waste Collection and Disposal, Electric Transmission and Distribution System, Chilled Water System, and Hot Water System.

The attached submittal contains information for the FY25 Annual Adjustment and is structured in five (5) sections:

I. RCES Operational Services Fee and Fee Cap

RCES forecasts almost 404,000 billable labor hours supporting District utility Operational Services. The average billable hourly rate for these services is \$87.11. The resulting Operational Services Fee is \$35,157,921. The Operational Services Fee Cap is \$36,157,921. This is a \$655,345, or 1.9% increase, from FY24's Operational Services Fee of \$34,502,576. The increase is driven by labor cost increases associated with annual salary adjustments offset by a raw rate and work hour true-up across RCES roles.

II. RCES Scope of Operational Services

The first page of this section highlights clarifications and updates to the Scope of Operational Services from FY24 to FY25. The remainder of the section provides a detailed scope of Operational Services for each utility, RCES teams that support multiple utilities, the RCES Utility Business Affairs team and financial services.

III. Expansion, Changes or Alterations Affecting the Operation and Maintenance of Facilities

In this section, RCES provides the planned FY25 expense and capital investment program. Highlights of the proposed program include:

- \$1.6M investment in Capital Assets
- \$7.9M investment in Expense Projects and Allowances
- \$24 M investment in Capital Bond-Funded Projects
- \$18.2M investment in Capital Projects Funded by Planned Work – Capital or Unrestricted Reserve Funds.

IV. Estimated Design/Support Services Fee for Bond-Funded and Capital-Funded Projects

RCES forecasts approximately 24,000 billable hours supplying Design/Support Services for District utility funded capital projects. The average billable for these services is \$103.56.

The resulting Design/Support Services Fee is \$2.5M in labor. This is incremental to the \$35.16M Operational Services Fee described in Section I. This is a \$.96M, or 28% decrease, from FY24's forecasted Design/Support Services Fee of \$3.45M. This decrease is driven by several factors including labor shifting to Operational Services for increased planning before a capital project is created, the continuing shift of RCES personnel acting as design project managers to external engineering consultants, and RCES support for utility relocations associated with District roadway project World Drive North, Phase 3. RCES support for this roadway project is funded by District Ad Valorem bonds.

V. RCES Labor Summary for Operational Services and Forecasted Design/Support Services

RCES forecasts a total of 428,000 billable labor hours supporting District utility Operational Services and Design/Support Services for utility funded capital projects. The average annual hourly billing rate for this comprehensive scope of utility services is \$88.04. The components of this rate are described in Table 13 on page 48. The resulting overall RCES billing to the District in FY25 is forecasted to be \$37.66M. This is a \$.3M, or 1% decrease, from FY24's overall billing forecast of \$37.96M. This decrease is primarily driven by a reduction in Design/Support Services described in Section IV.

Section I

Reedy Creek Energy Services Operational Services Fee and Fee Cap

Per Section 7.1.3 of the Agreement, RCES offers the following to the District for the FY25 Annual Adjustment of Operational Services Fee and Operational Services Fee Cap. The following is the result of RCES's annual planning process that develops a detailed labor forecast to support the District's utility Facilities' operations and administration, including comprehensive financial services and utility business affairs. RCES will continue to bill the District monthly for actual hours worked supporting District utility Facilities.

The Operational Services Fee for FY25 (the period beginning October 1, 2024, and ending September 30, 2025) is \$35,157,921. The Operational Services Fee Cap for FY25 is \$36,157,921. The Operational Services Fee and Operational Services Fee Cap includes:

- ✓ RCES forecasted labor for routine Utility Operational Services and support of utility emergencies, including adverse weather events.
- ✓ RCES forecasted labor for Design/Support Services for Expense Funded Projects and commissioning of certain capital assets such as fleet vehicles.

The \$655,345, or 1.9% increase, from FY24's Operational Services Fee of \$34,502,576 is driven by labor cost increases associated with annual salary adjustments offset by a raw rate true-up across RCES roles.

Note: In FY24, RCES described overall "level-of-effort" labor hours for Operational Services and Design/Support Services for District Utilities. The FY24 "level-of-effort" hours included overhead labor hours. In FY25, RCES is presenting labor information based on billable hours. The billable hour approach removes overhead labor hours and converts them to dollars added to the rate of each billable hour. This change will facilitate the District efficiently tracking annual forecasted billable hours and dollars versus RCES monthly billing invoices.

Details of billable labor dollars, hours, and rate variances from FY24 to FY25 are found below in Table 1.

TABLE 1

FY24 to FY25 Comparison of RCES Billable Labor Dollars, Hours and Rate				
Billable Category	FY24	FY25	Variance	Variance %
Operational Services Dollars	\$ 34,502,576	\$ 35,157,921	\$ 655,345	1.9%
Operational Services Hours	402,802	403,607	805	0.2%
Operational Services Average Hourly Billable Rate	\$ 85.66	\$ 87.11	\$ 1.45	1.7%

Figure 1 and Table 2 below provide an overview of the RCES Organization with expanded staffing details and the associated Operational Services billing labor dollar for each RCES department.

FIGURE 1
RCES Organization Staffing Details

Director Business Affairs	Director Utility Operations				
Sr. Manager Business Affairs	Sr. Manager District Plant & Maintenance Operations	Sr. Manager Electric Operations	Sr. Manager Gas, Water and Waste Resources & Compliance	Sr. Manager Utility and Facility Integration	Sr. Manager Engineering and Programs
Manager, Energy Planning	Service Mgrs. Energy Plants	Team Lead - Electric Ops	Service Mgrs. Solid Waste	Network Services Manager	Team Lead - Planning and Sustaining Engineering
Senior Energy Business Analyst	Service Mgrs. Utility Maintenance	Chief Electric Ops Engineer	Service Mgrs. Wastewater	Planning Manager	Sustaining and Planning Engineers
Energy Marketer	Planned Work Specialists	Service Mgrs. Power Delivery	Service Mgr. Water Supply	Business Operations Manager	Sr. Electrical & Mechanical Project Managers
Senior Energy Analyst	Utility Specialists	Energy Systems Coordinators	Service Mgr. Natural Gas	Sr. Programmer Analysts	Project Delivery Engineers
	Instrument & Control Techs	Planned Work Specialists	Sr. Regulatory Compliance Professional	Integration Analyst	Mechanical & Electrical Field Reps
	Electricians Power System	Power Distribution Techs	Data Administrator	Planners	Project Coordinators
	Area Mechanic Industrial Mechs/Welders	Protection and Control Technicians	Planned Work Specialists	Senior Maximo Specialist	Documentation Associate
	Area Mechanic Industrial Pipe Fitters/Welders	Apprentice Electrician	Area Mechanic Gas Certified Techs/Welders	Secretary	Service Mgr. Utility Mapping
	Operators Energy System		Operators Solid Waste Equipment	Planned Work Specialists	Sr. Designers
	Operators CoGen		Heavy Equipment Operators	Instrument & Control Techs	Surveyor
			Sanitation Operators Class A, B or C	Material Attendants	Utility Locate Processor
					Utility Locators

** Roles that are shaded blue indicate front-line skilled tradespersons represented by the Labor Agreement between the Walt Disney World Company and the North America's Building and Trades Union and Craft Maintenance Council.*

TABLE 2

FY25 Proposed Operational Services Billable Dollars by Department							
	Utility Business Affairs	District Plant & Maintenance Operations	Electric Operations	Gas, Water and Waste Resources & Compliance	Utility & Facility Integration	Engineering and Programs	Total
Labor Dollars	\$ 743,953	\$ 10,226,853	\$ 8,713,482	\$ 10,400,002	\$ 2,039,767	\$ 3,033,864	\$ 35,157,921

END OF SECTION I

Section II

RCES Scope of Operational Services

Summary of Clarifications and Updates

Clarifications to the FY24 RCES Scope of Operational Services:

- The IT and Network Services section was updated to provide clarification of existing services.
- Access Control services moved from the Procurement and Contracting section to IT and Network section.
- Utility Business Affairs services section updated to provide clarification of existing services.
- Staffing qualifications for Chilled and Hot Water Systems section clarifies that Cogen Operators and Operators Energy Systems must maintain Type I, II, and III Universal Environmental Protection Agency (EPA) certifications.
- RCES Finance Team section revised to provide clarity and additional detail for existing financial services provided by team.
 - A note was added to item two (2) of Financial Services provided by RCES Finance Team section explaining that these services provided are separate and distinct from the activities completed by the District's accounting team.
 - A note describing the RCES Finance Team managing renewable energy credits (REC's) from item three (3) to item four (4).

Updates to the FY24 RCES Scope of Operational Services:

- Staffing sections included revised position titles RCES implemented during FY24 to re-align responsibilities to achieve desired service support to all District utilities.
 - Electrician Power Systems and Instrument and Control Technician roles in Electric Transmission and Distribution System section were combined with the creations of a new International Brotherhood of Electrical Works (IBEW) classification called "Protection and Control Technician."
 - Utility Business Affairs roles were updated to include a new leadership role and include roles that support District utilities.

Reedy Creek Energy Services Scope of Operational Services

In FY25, RCES will perform the Scope, Responsibilities and Requirements described in Sections 4, 5 and 6 of the Amended and Restated Labor Services Agreement (“Agreement”) between Central Florida Tourism Oversight District (“District”) and Reedy Creek Energy Services (RCES).

Per Section 7.1.3 of the Agreement, RCES offers the following narrative describing details of the proposed scope of Operational Services for FY25. The following sections describe the scope of Operational Services for each utility, for services that support multiple utilities and administrative services including financial services and utility business affairs.

UTILITY-SPECIFIC OPERATIONAL SERVICES

Natural Gas

Facilities Description

The District Natural Gas System is comprised of the following major Facilities:

- Three (3) gate stations
- Five (5) district stations
- Welded steel and fiberglass pipelines
- Pressure-reducing stations
- Cathodic protection systems

Regulatory Agencies

The District’s Natural Gas System is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- National Pipeline Safety Act of 1968, which the Public Services Commission (PSC) administers in Florida for the U.S. Department of Transportation (USDOT)

Operational Services Activities

RCES will perform the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Processing and completion of underground natural gas line locates (3,000+ annually).
- Perform rectifier readings, pipe-to-soil readings, and atmospheric coating inspections.
- Perform gate station lockup testing, odorization readings and sampling.
- Perform gas main, manhole, catch basin and vault leak surveys.
- Perform above ground natural gas pipe crossing inspections.
- Perform emergency, main, and service valve inspections and actuation.
- Fabricate, commission, and perform drop testing of meter-regulator points-of-delivery.

Staffing

The following are types of specialties that support the District's Natural Gas Facilities:

Supervision – Service Manager
Planned Work Specialist
Area Mechanic Gas Certified Technician/Welder

Staff Qualifications

RCES Area Mechanic Gas Certified Technicians and Welders are highly qualified individuals that must meet strict Operator Qualifications (OQ) subject to annual inspection and verification by the Florida Public Service Commission.

Staff Schedule

RCES staff that directly support Natural Gas Facilities work 7 days a week on first and second shift (days and evenings).

Wastewater Treatment and Collection System

Facilities Description

The District's wastewater collection and treatment system is comprised the following major Facilities:

- 20 million gallon per day (MGD) Advanced Treatment Water Resource Recovery Facility

- Rapid infiltration basins
- Lift stations
- Gravity sewer pipelines of various size and length including manholes
- Pressure sewer mains of various size and length

Regulatory Agencies

The District's Wastewater Treatment and Collection System is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Florida Department of Environmental Protection (FDEP)

Operational Services Activities

RCES performs the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Administration of the Industrial Pre-treatment program, including sampling and inspection.
- Operation and maintenance of the Water Resource Recovery Facility, which includes monitoring individual treatment processes to ensure compliance with all regulations.
- Complete regulatory compliance reporting associated with Florida Department of Environmental Protection Permit FLA108219.
- Maintain all Rapid Infiltration Basins located on an approximate 1,000-acre site.
- Continuation of beneficial disposal of biosolids through the management of contracts for biosolids hauling and disposal via compost.
- Management of the quality and quantity of reclaimed water supplied to the public access reuse system.
- Respond to and mitigate all sanitary system disturbances and overflows.
- Support inspections of gravity and forced main wastewater pipelines.
- Ensure the proper operation of the District's lift stations

Staffing

The following are types of specialties that support the District's Wastewater Treatment and Collection Facilities:

Supervision – Service Manager
Planned Work Specialist
Operator Sanitation System Class A, B, C
Area Mechanic Industrial Mechanic/Certified Welder
Instrument and Control Technician
Electrician Power System
Power Distribution Technician
Area Mechanic Industrial Pipe Fitter/Certified Welder
Utility Specialist

Staff Qualifications

RCES Operators of Sanitation Systems Classes A, B or C are wastewater operators licensed by Florida. These highly qualified individuals must keep licensure subject to bi-annual renewal that requires continuing education in the wastewater field.

Staff Schedule

RCES staff at the Water Resource Recovery Facility work 24 hours a day 7 days a week. Other roles that support wastewater collection Facilities work 7 days a week on first and second shift (days and evenings).

Potable Water System

Facilities Description

The District's Potable Water system is comprised the following major Facilities:

- Eight (8) upper-Floridan aquifer wells
- Four (4) pump stations
- Distribution pipelines of various size and material and appurtenant devices
- Backflow preventors

Regulatory Agencies

The District's Potable Water System is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Environmental Protection Agency (EPA)

- Florida Department of Environmental Protection (FDEP)
- South Florida Water Management District (SFWMD)

South Florida Water Management District Permit # 48-00009-W is a 20-year Water Use Permit (WUP) issued to the District on June 14, 2007, authorizing the continued use of groundwater from the upper-Floridan aquifer.

Operational Services Activities

RCES performs the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Operate, maintain, and monitor all District-owned Facilities including wells, pump stations, pipelines, backflow preventors and meters.
- Administer the Cross-Connection Program.
- Represent the District at all regional utility meetings in support of large scale, state-sponsored water resource initiatives, such as the Central Florida Water Initiative (CFWI).
- Provide all regulatory-required reports to the Florida Department of Environmental Protection.
- Plan for future alternative water supplies to meet projected growth.
- Develop and update flow projections to ensure supply meets expected growth.
- Manage the District's water use permit (WUP) including all required reporting to South Florida Water Management District and permit renewal activities.
- Represent the District on a combined utility group with St. Cloud, Toho Water Authority, Orange County and Polk County (formerly known as STOPR) focused on WUP permit issues and renewal activities.
- Manage interlocal agreements with neighboring utilities for wholesale service.
- Manage the territorial agreement with Orange County.
- Valve inspections and actuation.

Staffing

The following are types of specialties that support the District's Potable Water Facilities:

Supervision – Service Manager
Planned Work Specialist

Operator Sanitation System Class A, B, C
Area Mechanic Industrial Mechanic/Certified Welder
Instrument and Control Technician
Electrician Power System
Area Mechanic Industrial Pipe Fitter/Certified Welder
Utility Specialist

Staff Qualifications

RCES Operator Sanitation System Classes A, B or C that work with the District's potable water system are licensed by the state of Florida. These highly qualified individuals must keep licensure subject to bi-annual renewal that requires conditioning education in the potable water distribution field.

Staff Schedule

RCES staff that directly support the potable water system work 24 hours a day, 7 days a week.

Reclaimed Water System

Facilities Description

The District's Reclaimed Water system is comprised of the following major facilities:

- Three (3) 5- million gallon per day (MGD) reclaimed water storage tanks
- Eight (8) high-pressure service pumps
- Two (2) upper-Floridan supplemental supply wells
- Distribution pipelines of various size and material and appurtenant devices

Regulatory Agencies

The District's Reclaimed Water System is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Florida Department of Environmental Protection (FDEP)

The Florida Department of Environmental Protection wastewater operating permit (FLA108219) regulates water quality parameters for the reclaimed water system.

Operational Services Activities

RCES performs the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Operate, maintain, and monitor all District-owned Facilities including wells, storage tanks, high service pumps, pipelines, rapid infiltration basins, and meters in the District-owned reclaimed water system.
- Provide all regulatory-required reports to the Florida Department of Environmental Protection.
- Manage interlocal agreements with neighboring utilities for wholesale service.
- Manage the territorial agreement with Orange County Utilities.
- Valve inspections and actuation.

Staffing

The scope of services provided by RCES in supporting the operation and maintenance of the Reclaimed Water System is performed by a combination of the existing Wastewater and Potable Water staff:

- Wastewater staff members provide support for the storage tanks and high-pressure service pumps that support the public access reuse system. This team also manages the disposal of unused reclaimed water in the Rapid Infiltration Basin system.
- Potable Water staff members provide support for the supplemental supply wells, the distribution system, and the metering infrastructure. Potable Water staff are also responsible for regulatory reporting.

Supervision – Service Manager
Planned Work Specialist
Operator Sanitation System Class A, B, C
Area Mechanic Industrial Mechanic/Certified Welder

Staff Qualifications

RCES Operator Sanitation System Classes A, B or C that work with the District's reclaimed water system are potable and wastewater systems are licensed by the state of Florida.

These highly qualified individuals must keep licensure subject to bi-annual renewal that requires continuing education in the water/wastewater field.

Staff Schedule

RCES staff that directly support the reclaimed water system work 24 hours a day, 7 days a week.

Solid Waste and Recycling Collection and Disposal

Facilities Description

The District's Solid Waste utility is comprised the following major assets:

- Solid waste vehicle fleet
- Solid waste containers of diverse types and sizes
- Solid waste transfer stations
- Recovered Materials Processing Facility (RMPF)
- Food Waste Transfer Station (currently under renovation)

Regulatory Agencies

The District's system is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Florida Department of Environmental Protection (FDEP)
- Florida Department of Transportation

The District currently holds operating permits for the Solid Waste Transfer Station, the Food Waste Transfer Station, Waste Tire Collection, and the Yard Waste Facility.

Operational Services Activities

The Solid Waste utility collects and disposes of numerous waste streams including Class I and Class III waste, food waste, mixed recycling, manure, tires, yard waste, baled plastic film and cardboard.

RCES will perform the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard.

- Collect recyclables and solid waste at customer locations and deliver to the various transfer stations for transfer to trailers.

- Manage the accumulation of inbound and outbound waste at the transfer stations including the loading of trailers for transport to disposal sites.
1. Ensure permit compliance for all Florida Department of Environmental Protection permits.
 2. Monitor and ensure that the maximum amount possible of recyclable material is beneficially reused.
 3. Collect and complete Quality Assurance/Quality Control for all data related to recyclable and solid waste quantities.
 4. Manage work on behalf of the District through cost-effective and efficient contracts with vendors for:
 - Fleet and container maintenance.
 - Class I and Class III transportation and disposal.
 - Food waste, recycling, and manure transportation and disposal.
 - Yard waste facility operation.
 - Construction and demolition debris collection, transportation, and disposal.

Staffing

The following are types of specialties that support the District's Solid Waste and Recycling Facilities:

Supervision – Service Manager
Planned Work Specialist
Data Administrator
Heavy Equipment Operator
Operator Solid Waste Equipment
Utility Specialist

Staff Qualifications

All Heavy Equipment Operators and Operators Solid Waste Equipment must maintain Florida Department of Transportation Class A commercial licenses and are subject to the Florida Department of Transportation drug testing program.

Staff Schedule

RCES staff that directly support the District's Solid Waste utility work first and second shift (days and evenings), providing 24 hours per day 7 days a week coverage.

Electric Transmission and Distribution System

Facilities Description

The District's Electric Utility is comprised the following major assets:

- Twenty-eight (28) miles of 69,000-volt (69kV) transmission lines with fourteen (14) miles of line overhead and fourteen (14) miles of underground lines .
- Five (5) 69,000- volt transmission connections to the Florida electric grid.
- Ten (10) 69 kV substations, nine are distribution stations and one station provides a connection to an on-site solar array.
- The nine (9) distribution substations consist of sixteen (16) 69kV/12kV step-down transformers, 69kV SF6 high voltage breakers, 69kV capacitor banks for voltage control and 69kV air-break switches for isolation of outdoor substation bus work.
- Approximately one hundred (100) 12kV circuit breakers that supply and protect the 12kV electric distribution system.
- The 12kV distribution system is predominantly installed underground, with approximately 300 miles of cable.
- The underground distribution cable is direct buried or run through mechanical facilities such as duct banks, manholes and splice boxes connecting the various distribution system components, including 2,000 transformers, switchgear, unit substations and other equipment necessary for the transformation, protection, and control of electrical power.
- District-owned unit substations incorporate a combination of 480-volt secondary breakers with various current ratings and configurations to supply the power requirements of the connected electrical loads.

Regulatory Agencies

The District's system is subject to jurisdiction, guidance, reporting requirements, and/or regulation by the following, as applicable:

- Florida Public Service Commission (FPSC)
- Florida Department of Environmental Protection (FDEP)

- Southeastern Electric Reliability Council (SERC) and the Florida Reliability Coordinating Council (FRCC).

Operational Services Activities

RCES performs the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Operate, maintain, and monitor all District-owned Facilities including substations, transformers, switches, 12kV cable system, and associated metering.
- Perform periodic thermal and visual inspections of 69kV and 12kV electric assets including switches, transformers, and overhead lines.
- Plan, schedule, and execute planned outages to complete system upgrades and maintenance and Customer requests.
- Represent the District at all regional utility meetings including Florida Municipal Electric Association (FMEA), SERC Reliability Corporation (SERC), and the Florida Reliability Coordinating Council (FRCC).
- Test and maintain all District-owned protective relays, including the parts of the system involved in the automatic Underfrequency Load Shedding (UFLS) scheme.

Staffing

The following are types of specialties that support the District's Electric Utility System:

Supervision – Service Manager
Supervision – Team Lead
Planned Work Specialist
Energy Systems Coordinator
Protection and Control Technician
Apprentice

Staff Reorganization

The previous Electrician Power Systems and Instrument and Control Technician roles in electric operations have combined to create a new International Brotherhood of Electrical Workers (IBEW) classification, "Protection and Control Technician." This designation is consistent with industry standards. Personnel with this classification are responsible for electric utility relay protection and revenue metering systems.

Staff Qualifications

Energy Systems Coordinators that staff the Energy Control Center have the option to become North American Reliability Coordinator (NERC) Certified System Operators. This certification is subject to periodic renewal with continuing education requirements.

Staff Schedule

RCES staff that directly support the District's Electric utility system work 24 hours a day, 7 days a week.

Energy Plants

Electric Generation, Chilled and Hot Water Systems

Facilities Description

The District's Energy Plants are comprised of the following major assets:

- General Electric (GE) LM6000 cogeneration system capable of generating 53 MW.
- Heat Recovery Steam Generator (HRSG) uses waste heat produced from power generation to generate hot water. The Heat Recovery Steam Generator can also be used as a limited-use boiler.
- 45,000 tons of chiller capacity installed at three (3) primary Central Energy Plants and two (2) satellite plants.
- Thermal Energy Storage (TES) facility for chilled water with a 5-million-gallon capacity.
- Two (2) hot water production systems with four (4) boilers at the North Service Area (NSA), Central Energy Plant (CEP), and the Epcot Central Energy Plant (ECEP).
- Plant pumping systems and tanks for chemical and fuel storage.
- Hot and chilled water distribution piping and appurtenant equipment.

Regulatory Agencies

The District's Energy Plants are subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Environmental Protection Agency (EPA)
- Florida Department of Environmental Protection (DEP)

- Orange County Environmental Protection Division (EPD)

Operational Services Activities

RCES performs the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard.

- Validate the operation of plant equipment.
- Perform sequencing of equipment to meet system conditions.
- Perform routine water chemistry analysis and adjustment.
- Document operational status, conditions, and work performed.
- Perform preventative maintenance activities, such as oil changes and greasing on chiller motors and pumps.

Staffing

The Cogen, chilled, and hot water systems are operated by teams in the North Service Area (NSA) and at the Epcot Central Energy Plant (ECEP). The following are types of specialties that support the District's Energy Plant Facilities:

Supervision – Service Manager
Planned Work Specialist
Cogen Operators
Operator Energy Systems
Area Mechanic Industrial Mechanic/Certified Welder
Instrument and Control Technician
Electrician Power System
Power Distribution Technician
Area Mechanic Industrial Pipe Fitter/Certified Welder

Staff Qualifications

Cogen Operators and Operators Energy Systems must maintain a Universal Environmental Protection Agency Certification (Type I, II and III).

Staff Schedule

RCES staff that directly support the District's Electric utility system work 24 hours a day, 7 days a week.

ENGINEERING AND PROGRAMS OPERATIONAL SERVICES

RCES Engineering and Programs

The RCES Engineering & Programs Division has three (3) distinct teams that provide engineering and project management expertise for the development and execution of a diverse capital improvement program, full lifecycle project management, support for operations and maintenance and upkeep of associated records.

Operational Services

Planning & Sustaining Engineering

- Supports day-to-day utility operations with engineering expertise on quality assurance (QA) and quality control (QC) activities, such as:
 - Reviewing and updating job plans for preventative maintenance (PM) work orders.
 - Identifying opportunities for improving the efficiency and effectiveness of operations while maintaining regulatory compliance and customer satisfaction.
 - Examining equipment or system challenges to discern root cause and recommending changes to mitigate the chance of recurrence.
- Responds to Utility Permits (UPs) and Utility Services Requests (USRs) as necessary, including:
 - Determining conditions and improvements needed to provide utility service.
 - Reviewing construction drawings for conformance with adopted standards and best practices.
 - Developing, managing, and updating utility master plans and technical standards.
 - Coordinating with regulatory agencies on permitting needs.
- Develops the short and long-term capital improvement programs, including:
 - Collecting and analyzing data to evaluate system performance and maintaining information on available capacities and required upgrades.
 - Performing and managing system condition assessments and studies for determining capital improvement needs.
 - Preparing annual capital improvement project (CIP) budget with preliminary project scopes, cost estimates, and priorities.

Project Management & Delivery

- Prepares construction drawings and project specifications package for bidding, including:
 - Refining project scopes and cost estimates provided by the Planning & Sustaining Engineering team.
 - Negotiating with and retaining outside professional services as necessary to prepare bid packages.
 - Managing the design phase and coordination of projects.
 - Ensure design packages received from outside professional services follow applicable codes and design standards.
- Bids projects in accordance with guidance from District sourcing and procurement partners, including:
 - Hosting pre-bid meeting(s) and site visit(s).
 - Responding to requests for information (RFIs) and issuing addendum(s) as necessary.
 - Coordinating execution of agreement or contract.
- Provides construction management (CM), engineering, and inspection (CEI) services for District utility projects.
- Provides field inspection of critical iterations/tasks on Utility Permits, Utility Services Requests, developer agreements, and various projects managed by others as necessary to protect the integrity of utility infrastructure.

Utility Mapping

- Updates and maintains the geographic information system (GIS) and mission critical maps and diagrams (e.g., mechanical piping, instrumentation diagrams, etc.) as needed.
- Maintaining over fifty (50) years of records on projects (as-built drawings, Utility Services Requests, etc.).
- Drafting legal descriptions for wetlands, leases, property encumbrances, etc. related to District utility Facilities.
- Field locates for existing underground District utility infrastructure as necessary to protect assets from damage during construction activities.

- Daily coordination with Sunshine 811 to receive and respond to utility locate tickets.
- Coordinates the review of underground utility work proposed by others to identify potential conflicts with and/or risks to existing utility infrastructure.

Staffing

The following are types of specialties that support the RCES Engineering and Programs team:

Supervision – Team Leader
Civil, Controls, Electrical or Mechanical Engineer
Senior Electrical or Mechanical Project Manager
Project Coordinator
Mechanical or Electrical Field Rep.
Designer or Senior Designer
Surveyor
Documentation Associate
Utility Locate Processor
Utility Locator

Applicable Codes

- American National Standards Institute (ANSI)
- Epcot Building Code
- Florida Building Code
- Florida Administrative Code (FAC)
- National Electrical Code (NEC)
- National Electric Safety Code (NESC)
- National Fire Protection Association (NFPA)
- Occupational Safety and Health Administration (OSHA)

- Safety of Gas Transportation by Pipeline (Florida Administrative Code Chapter 25-12)
- Standard for Welding Pipelines and Related Facilities (American Petroleum Institute (API) 1104)
- Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards, current edition (49 Code of Federal Regulation (CFR) Part 192)
- Underground Facility Damage Prevention and Safety Act (Florida Statute Chapter 556)
- United States Pipeline and Hazardous Materials Safety Administration (PHMSA)

Key Partners

- Central Florida Water Initiative (CFWI)
 - Florida St. Cloud, Toho Water Authority, Orange County, Polk County and CFTOD (formally STOPR+2)
- Florida Department of Environmental Protection (FDEP)
- Duke Energy Florida
- Federal Energy Regulatory Commission (FERC)
- Florida Department of Transportation (FDOT)
- Florida Gas Transmission (FGT)
- Florida Reliability Coordinating Council (FRCC)
- North American Electric Reliability Corporation (NERC)
- Orange County Utilities
- Southeastern Reliability Corporation (SERC)
- Smart City Telecom
- South Florida Water Management District (SFWMD)
- Sunshine 811
- Tampa Electric Company
- People's Gas
- Toho Water Authority
- Walt Disney Parks and Resorts (WPDR) U.S.

OPERATIONAL SERVICES SUPPORTING MULTIPLE UTILITIES

The following section describes the RCES teams that support multiple utilities and administrative services including financial services and Utility Business Affairs. Several individual positions in Enterprise Asset Management (EAM) and Contracting and Procurement teams whose work scope provides support to all District utility operations will have labor charge to RCES overhead rather than a specific utility. These individual roles include executive and senior management, administrative and analytical support, and business operational management.

Utility and Facility Integration Division

Operational Services

Enterprise Asset Management Team

Supports a comprehensive software solution (IBM's Maximo system) designed to facilitate the effective management of utility assets throughout their lifecycle. It encompasses various processes and functionalities to optimize asset performance, maintenance activities, and change management. The team can be described as follows:

- Asset Recording and Tracking
 - Asset Identification and Classification: Establishes a standardized asset identification and classification to accurately record and categorize utility assets.
 - Preventative Maintenance: Develop and implement preventative maintenance to proactively address asset maintenance needs. This includes defining maintenance schedules, tasks, and frequencies to ensure assets are serviced and inspected regularly.
 - Corrective Maintenance: Establish processes to address unplanned maintenance needs. This includes tracking requests, prioritizing work based on asset criticality and impact on operations.
 - Work Order Management: Efficiently manage work related to asset maintenance, from creation and assignment to tracking progress and completion. This involves documenting work order details, allocating resources, monitoring timelines, and capturing relevant data for reporting.
 - Change Management Process: Establish a structured process to manage requests for modifications or updates to utility assets. This involves documenting and evaluating change requests, assessing their impact on asset performance and operational efficiency, and obtaining necessary approvals.

The Procurement and Contracting team

Encompass the processes and procedures involved in acquiring necessary equipment, materials, and supplies for the District. It also includes the administration of contracts, ensuring compliance with operational constraints, and optimizing cost-effective procurement practices:

- **Inventory Management: Procurement Process**
 - Requisition Preparation: Review and approve requisitions for necessary items, ensuring accuracy, completeness, and adherence to procurement policies and guidelines.
 - Supplier Identification: Identify potential suppliers through research, market analysis, and leveraging existing vendor relationships.
 - Purchase Order Creation: Prepare and issue purchase orders to the selected supplier; specifying quantities, delivery dates, payment terms, and other relevant details.
 - Order Tracking: Monitor the progress of orders, ensuring timely delivery and resolving issues.
- **Contract Administration**
 - Scope of Work: Define the scope of work for contracted services.
 - Operational Constraints: Consider operational constraints and requirements when preparing and reviewing contracts.
- **Business Continuity Planning (BCP)**
 - Identifying critical processes and resources that must be maintained during disruptions.
 - Developing comprehensive plans and protocols to mitigate risks and minimize potential impacts.
 - Conducting regular risk assessments and business impact analyses to identify vulnerabilities and develop appropriate strategies.
 - Reviewing and updating the plans regularly to reflect changes in the District's operations and evolving risks.
- **Metrics**
 - Identifying relevant performance indicators and metrics that align with District objectives.

- Establishing benchmarks or targets for each metric to measure performance and progress.
- Physical Security Process
 - Work with the District in conducting comprehensive security assessments to identify vulnerabilities and threats.
 - Implementing security training and awareness programs to promote a culture of vigilance.
 - Establishing incident response plans to address security breaches or emergencies effectively.
- Training
 - Monitoring and updating programs based on job requirements, industry standards, or regulatory compliance.
 - Identifying opportunities for continuous learning and professional development.

IT & Network Services

Focuses on providing comprehensive support for RCES IT needs, as well as managing the mechanical and electrical control systems' teams. The team can be described as follows:

- Support for IT Needs: Provide assistance for all IT-related requirements for RCES employees, as well as the District Utility assets. This includes troubleshooting server and end user hardware/ software issues, network connectivity (switches, firewalls, and routers), software licensing upgrades, and ensuring the smooth operation of network infrastructure.
- Building Management Supervisory Control and Data Acquisition (SCADA), overseeing heating, cooling, and lighting controls of District buildings, including District owned parking lots.
- Facilitating meter reads and provide reports to District Finance, who upload files into CIS system.
- Mechanical & Electrical Control Team: Manage the mechanical & electrical control systems (SCADA), which includes overseeing the operation, maintenance, and troubleshooting of mechanical control equipment. This involves monitoring and controlling various mechanical processes, such as compressors, pumps, valves, and other equipment for the Energy Plants, as well as electrical processes, such as power distribution, control centers, transformers, switches, breakers, relays, tap changers, tie line metering and generation. Both systems provide historian/archival data.

- **Cybersecurity:** Establish robust cybersecurity measures to protect District IT infrastructure, teams, and data from unauthorized access, cyber threats, and data breaches. This involves implementing firewalls, encryption, access controls, and security audits to ensure the integrity and availability of critical assets.
- **Obsolescence Programs:** Develop and implement programs to address obsolescence of controls and software. This includes regularly assessing the condition and functionality of equipment, identifying obsolete components, and planning and executing replacements.

Access Control: Management of access control measures including overseeing surveillance cameras, alarms, securing access to restricted areas, and system backups of District utility buildings and areas.

Warehouse Operations

The Warehouse Operations team aims to optimize inventory management, streamline order fulfillment processes, ensure accurate inventory records, and maintain a well-organized and efficient warehouse environment:

- **Receiving**
 - **Receipt of Goods:** Receive incoming shipments and verify the accuracy of the items.
 - **Inspection and Quality Control:** Inspect received goods for damage, quantity discrepancies, or quality issues.
 - **Documentation and Recording:** Record receipt details, including item descriptions, quantities, lot numbers, and other relevant information in Enterprise Asset Management system.
- **Inventory Management**
 - **Stock Control:** Monitor inventory levels, including stock quantities, locations, and movements.
 - **Inventory Accuracy:** Conduct regular physical inventory counts to reconcile actual inventory with recorded quantities, identifying and resolving discrepancies.
- **Warehouse Management**
 - **Warehouse Design:** Optimize the layout and design of the warehouse facilities to maximize storage capacity, streamline material flow, and minimize travel distances.

Staffing

The following are types of specialties that support the RCES Utility and Facility Integration team:

Supervision – Service Manager
Planned Work Specialist
Senior Maximo Specialist
Senior Programmer Analyst
Data Analyst
Instrument and Control Technician
Planner
Material Attendant

Utility Business Affairs (UBA) Services

Electric Resource Planning

Objectives

RCES Utility Business Affairs provides electric and natural gas supply planning for the District. Such planning includes analysis, contract negotiations, risk management services and energy transaction recommendations for current and future electric and gas supply to the District for review and approval. This RCES Utility Business Affairs responsibility for electric and gas trading are described and summarized in the District's Board resolutions numbers 613 and 615*. The primary objectives of the District's electric resource plan include, but are not limited to, the following:

- Develop the long-term load forecast utilizing customer Utility Service Requests, historical loads, and off system sales commitments, if applicable.
- Meet regulatory Reserve Margin requirements.
- Monitor hourly, daily, and monthly District electric load to optimize the supply portfolio and minimize risk to the operating plan.
- Monitor the District's generation assets (when operating), contracts, and utilize economy purchases where practical to minimize cost and risk.

- Investigate future power supply alternatives consistent with needs and cost parameters.
- When feasible, mitigate the District's carbon footprint with cost effective Renewable Energy opportunities.
- Maintain flexibility in the evolving Florida energy supply market.
- Utilize Financial Risk Management tools to manage exposure.
- Utilize the District's Energy Risk Management Policy (ERMP) to reduce the impact of market price volatility.
- Maintain reliable electric supply.
- Maintain operational and regulatory compliance.
- Deliver annual electric supply portfolio at or under the annual budget used for rate setting.
- Stabilize the purchase power component of the District's electric Retail Rates for the District's customers.
- Provide Supply Contract flexibility.
- Fuel diversification, including renewable resources that reduce the District's carbon footprint.

*Appendix A contains a summary of District Board Resolutions applicable to RCES Utility Business Affairs activities.

Natural Gas Resource Planning

Objectives

On behalf of the District, RCES Utility Business Affairs plans for the current and future Natural Gas supply requirements. This RCES Utility Business Affairs responsibility is described in District Board resolution number 614. The primary objectives of the District's natural gas resource plan include, but not limited to, the following:

- Develop least-cost reliable gas supply portfolio.
- Develop the long-term load forecast based on current Utility Service Requests, historical loads, weather parameters, and current contracts requirements and limitations.
- Monitor natural gas pipeline contracts where practical to minimize gas supply delivery risk.

- Utilize the District's Energy Risk Management Policy (ERMP) to reduce the impact of market price volatility.
- Utilize innovative financial techniques / instruments to minimize budget and rate risk - Prepay Gas Agreements with thirty (30) year terms with discounts to the New York Mercantile Exchange (NYMEX).
- Maintain reliable commodity supply to minimize Pipeline Alert Day Issues.
- Maintain operational and regulatory compliance.
- Deliver annual gas supply portfolio at or under the annual budget used for rate setting.
- Stabilize the natural gas component of retail rates to the District's customers.
- Provide supply contract flexibility.
- Evaluate renewable energy sources, such as renewable natural gas, which reduce the District's carbon footprint.

*Appendix A contains a summary of District Board Resolutions applicable to RCES Utility Business Affairs activities

Risk Management – Energy Risk Management Policy (ERMP)

Objectives

On behalf of the District, RCES Utility Business Affairs administers the Energy Risk Management Policy. This RCES Utility Business Affairs responsibility is described in District Board resolution number 592*. District's Energy Risk Management Policy program allows the District, through the Energy Risk Management Oversight Committee (ERMOC) to enter into financial hedges and agreements with financial counterparties for the purpose of managing price volatility of the natural gas commodity supply both for the natural gas system Local Distribution Company (LDC) and the natural gas components of the electric supply portfolio. The primary objectives of the District's Energy Risk Management Policy include, but not limited to, the following:

- Hedge portfolio up to 80% of anticipated volumes and consumptions
- Mitigate price risk / exposure
- Utilize appropriate hedge instruments (swaps, collars, calls) to accomplish financial objectives
- Periodic mark-to-market reporting

- Satisfy Governmental Accounting Standards Board 53 Accounting and Reporting for Derivative Instruments reporting standards
- Lower net natural gas prices for the District and its customers
- Process and manage hedge settlements, lowering the District's overall cost of Natural Gas

*Appendix A contains a summary of District Board Resolutions applicable to RCES Utility Business Affairs activities

Industry and Regulatory Representation

The District's Electric System is subject to limited jurisdiction by both federal and State regulatory bodies. The rates for wholesale electric purchases and natural gas for transportation and resale are subject to the regulations of the Federal Energy Regulatory Commission. At the federal level, the Federal Energy Regulatory Commission has limited regulatory jurisdiction regarding certain matters pertaining to inter-utility operations, contracts, and reporting requirements.

The District's Natural Gas System is subject to limited jurisdiction by both federal and State regulatory bodies. The Gas System is subject to the National Pipeline Safety Act of 1968, which the Public Service Commission administers in Florida for the U.S. Department of Transportation and the District is required to file certain information with Federal Energy Regulatory Commission.

RCES intervenes in federal rate cases on the District's behalf seeking to protect the District's interest in the areas of wholesale electric and natural gas pricing, transmission pricing, gas pipeline transportation rates, and pipeline safety regulations. RCES also represents the District to several statewide and Federal organizations. A summary of the key utility-oriented organizations include:

- Florida Reliability Coordinating Council (FRCC)
- Florida Public Service Commission (FPSC)
- Florida Coordinating Group (FCG)
- Florida Municipal Natural Gas Association (FMNGA) – Municipals & Cooperatives
- Florida Natural Gas Association (FNGA) – IOU's
- American Public Gas Association (APGA)

Staffing:

The following are types of specialties that support the RCES Utility Business Affairs team:

Supervision – Director, Business Affairs Manager, Business Affairs Manager, Energy Planning
Energy Marketer
Senior Energy Analyst
Senior Business Energy Analyst

Financial Services

The RCES Finance team provides comprehensive planning and analytical support for the District's utility operations. This includes developing individual (by utility) and consolidated (fund level) annual and long-term strategic plans, forecasts, and budgets for approval by the Board of the District, and among other things, rate setting recommendations. The team also provides financial perspectives supporting operational decisions, incorporating the impacts into forecasts and plans.

Financial Services provided by RCES Finance Team:

- Capital planning support includes administration of the capital process (project setup, tracking, etc.), forecasting and planning of capital requirements and recommendations about the sourcing and timing of associated borrowing.
- Customer interactions, include, but not limited to, billing utility customers on behalf of the District for Contribution In-Aid of Construction (CIAC) and project-related reimbursements, and identification and communication with customers on overdue accounts (not a regular occurrence). Note, this is separate and distinct from the District's accounting team which also handles customer billing, collections, and ad-hoc support.
- Monthly activities include, but not limited to, revenue forecasting, cost analysis, Purchase Power and Fuel (PP&F) invoice processing, capital project cost tracking and forecasting, and the tracking of the under/over collection of the utilities' fuel costs.
- Annual activities include, but not limited to, support for the major assessments including the District's financial audit, bond rating agency evaluations, governmental reporting, bond holder reporting, and the management of renewable energy credits (RECS). The RCES Finance team contributes to the Labor Services

Agreement scope between the District and RCES to effectively define the anticipated fees for the upcoming fiscal year.

- Ad hoc requests include review of the RCES Utility Business Affairs team's energy supply strategies, natural gas hedging, and the utility operational and contractual changes.

END OF SECTION II

Section III

Expansion, Changes or Alterations Affecting the Operation and Maintenance of Facilities

The following section describes the proposed FY25 utility investment program that represents changes or alterations to District utility facilities or assets. These changes do not cause substantive changes to operations and maintenance. These investments will be included in the overall FY25 utility budget proposal. While these investments are currently planned for FY25, they are subject to change based on several factors such as system priorities, risk, resources, supply chain constraints and funding availability (within the current year's utility rates or unrestricted reserve funds). If program changes are needed, RCES will prioritize investments using prudent utility practices.

Tables 3 and 4 below provide details of proposed capital asset purchases and expense-funded projects. RCES labor to procure and commission these capital assets and provide Design/Support Services for expense-funded projects is included in the FY25 proposed Operational Services Fee.

- ✓ RCES proposes an approximate \$1.645M investment in capital assets for replacement of existing District utility fleet vehicles and solid waste/recycling containers.

Details of the proposed capital asset replacements and allowances are found in Table 3.

TABLE 3

Proposed FY25 Annual Allowances for Capital Assets			
Utility	Funding Source	Investment Description	FY25 Cash Flow
Multiple	Planned Work	Vehicle & Equipment Allowance	\$ 1,200,000
Solid Waste	Planned Work	Replacement: 30-Yard Compactors	\$ 270,000
Solid Waste	Planned Work	Replacement: 30-Yard Containers, Enclosed (Non-Powered)	\$ 75,000
Solid Waste	Planned Work	Replacement: Vertical Cardboard Balers	\$ 100,000
FY25 Forecasted Investment in Capital Assets			\$ 1,645,000

RCES proposes about \$7.9M in expense-funded projects and allowances.

- ✓ RCES proposes an approximate \$4.65M investment in specific expense-funded projects supporting significant maintenance activities, repairs, and specific projects. Expense projects may be funded by Planned Work – Expense or Unrestricted Reserve Funds*.

- ✓ RCES also proposes an approximate \$3.25M in expense dollar allowances with \$0.75M held in Planned Work - Expense and \$2.5M held in Pre-Collected Funds. These allowances may be used for high priority unplanned projects or emergency utility repairs or replacements.

Details of the proposed expense-funded projects and allowances are found in Table 4.

TABLE 4

Proposed FY25 Investment in Expense Projects				
Utility	Funding Source	Investment Type	Investment Description	FY25 Cash Flow
Electric	Planned Work	Annual Program	69kV Substation Structures Protective Coating Program	\$ 300,000
Multiple	Planned Work	Annual Program	Network Services Allowance Obsolescence Management	\$ 40,000
Multiple	Planned Work	Standalone Project	Maximo for Utilities - Upgrade to Version 8.0/9.0	\$ 350,000
Chilled Water	Planned Work	Recurring - 15 yr. Cadence	Chiller Overhaul Program (2 per year @ \$500k/ea.)	\$ 500,000
Chilled Water	Planned Work	Recurring - 15 yr. Cadence	Chiller Overhaul Program (2 per year @ \$500k/ea.)	\$ 500,000
Chilled Water	Planned Work	Standalone Project	Epcot Chilled Water Distribution Piping Protection - Phase 2	\$ 120,000
Chilled Water	Planned Work	Standalone Project	Epcot MVP Capital Needs Assessment & Program Development - Phase 2	\$ 400,000
Chilled Water	Planned Work	Standalone Project	SNCEP Capital Needs Assessment & Program Development	\$ 250,000
Natural Gas	Planned Work	Standalone Project	Natural Gas - MVP Valve Access Improvements	\$ 20,000
Wastewater	Planned Work	Standalone Project	WRRF - Blower Building Roof Repair	\$ 170,000
Wastewater	Planned Work	Standalone Project	WRRF - Filtration Blower Support Repair	\$ 50,000
Wastewater	Planned Work	Standalone Project	WRRF - Sludge Tank 5 Mixer Support Repair	\$ 50,000
Wastewater	Planned Work	Standalone Project	WW Collection System Assessment - Program Development	\$ 200,000
Electric	Unrestricted Reserves	Standalone Project	Decommission / Demo / Remove Epcot Generators	\$ 700,000
Hot Water	Unrestricted Reserves	Standalone Project	NSA HTHW Pipe Grouting / Abandonment	\$ 1,000,000
			Subtotal Expense Projects	\$ 4,650,000
Multiple	Planned Work	Annual Allowance	Emergency Allowance - Expense	\$ 750,000
Multiple	Unrestricted Reserves	Annual Allowance	Emergency Allowance - Expense	\$ 2,500,000
			Subtotal Expense Allowances	\$ 3,250,000
			Total FY25 Forecasted Investment in Expense Projects	\$ 7,900,000

***Definitions:**

Planned Work - Expense: Expense funds planned and recovered in the current year's utility rates.

Unrestricted Reserve Funds: Funds pre-collected through utility rates in a prior year.

Tables 5 and 6 below provide details of capital projects and allowances funded by Utility Revenue Bonds and Planned Work-Capital**.

- ✓ RCES Design/Support Services labor for bond-funded projects is not included in the FY25 proposed Operational Services Fee.
- ✓ RCES Design/Support Services labor for capital-funded projects and allowances is also not included in the FY25 proposed Operational Services Fee.

RCES proposes approximately \$24M in capital projects for renewal or replacement of District utility assets funded by current or proposed future issuances of utility revenue bonds. Details of the proposed bond-funded projects are found below in Table 6.

**** Definition:** Planned Work - Capital: Capital funds recovered in the current year's utility rates.

TABLE 5

Proposed FY25 Bond-Funded Investments			
Utility	Bond Issuance	Investment Description	FY25 Cash Flow
Electric	21-1 Non-Taxable	Live Front to Dead Front Switch Replacements - Phase 3 (Final Phase)	\$ 1,500,000
Potable Water	21-1 Non-Taxable	Potable Water Pump Station PLC Upgrades - Phase 1 (A&C)	\$ 1,000,000
Wastewater Collection	21-1 Non-Taxable	WW Collection System - Duplex LS Upgrade & Rehabilitation - LS 46 Construction	\$ 1,700,000
Wastewater Collection	21-1 Non-Taxable	Lift Station #7 (MK Master) - Rehabilitation & Upgrade (Construction)	\$ 2,000,000
Chilled Water	21-2 Taxable	Studios North Energy Plant - MCC A&B Replacement	\$ 2,200,000
Chilled Water	21-2 Taxable	Epcot Central Energy Plant - Cooling Tower Basin Improvements	\$ 600,000
Hot Water	21-2 Taxable	NSA CEP - Boiler #3 Replacement	\$ 3,500,000
Hot Water	21-2 Taxable	Epcot LTHW Distribution System Renewal - Phase 1 (MVP-1 to MVP-2)	\$ 6,500,000
Multiple	Proposed FY25 Non-Taxable	New Service - Major Expansion Placeholder	\$ 1,000,000
Wastewater	Proposed FY25 Non-Taxable	WRRF - Dewatering Facility Replacement (Construction)	\$ 1,000,000
Multiple	Proposed FY25 Taxable	New Service - Major Expansion Placeholder	\$ 1,000,000
Hot Water	Proposed FY25 Taxable	Epcot LTHW Distribution System Renewal - Phase 2	\$ 2,000,000
Total FY25 Proposed Investment in Capital Bond-Funded Projects			\$ 24,000,000

RCES proposes a total of approximately \$18.2M in capital projects, programs and allowances funded by Planned Work – Capital ** or Unrestricted Reserve funds.

- ✓ RCES proposes approximately \$2.9M in capital dollar allowances held in Planned Work – Capital. These allowances may be used for infrastructure to connect new District

utility customers, unplanned capital assets or projects and upgrades to District utility buildings.

- ✓ RCES also proposes an approximate \$15.3M investment in specific capital-funded projects supporting significant replacement or renewal of District utility Facilities.

Note on investments funded by Planned Work – Capital and Planned Work – Expense:

The total investment in programs, projects and allowances described in this section are above the proposed FY25 utility budget. This is an intentional overcommitment to function as a buffer to cover unexpected project delays and ensure FY25 actual program investments realize as close as possible to the utility budget targets. Details of the planned overcommitment are shown below in Table 6.

TABLE 6

FY25 Planned Work Overcommitment			
Funding Source	Proposed FY25 Budget	Proposed FY25 Investments	% Overcommitted
Planned Work - Capital	\$ 15,000,000	\$ 17,090,000	14%
Planned Work - Expense	\$ 3,230,000	\$ 3,700,000	15%

Details of the proposed capital-funded allowances, programs and projects are found in Table 7.

TABLE 7 (continues next page)

Proposed FY25 Investment in Capital Allowances				
Utility	Funding Source	Investment Type	Investment Description	FY25 Cash Flow
Multiple	Planned Work	Annual Allowance	Emergency - Capital	\$ 900,000
Multiple	Planned Work	Annual Allowance	Buildings Allowance	\$ 500,000
Multiple	Planned Work	Annual Allowance	New Service - Capital Assets	\$ 250,000
Multiple	Planned Work	Annual Allowance	New Service - Capital Projects	\$ 750,000
Multiple	Planned work	Annual Allowance	Unplanned Capital Asset Purchases	\$ 500,000
Subtotal Capital Allowances				\$ 2,900,000

Proposed FY25 Investment in Capital Programs and Projects				
Utility	Funding Source	Investment Type	Investment Description	FY25 Cash Flow
Multiple	Planned Work	Multiple Projects	Carryover - Projects from FY24 Cash Flow into FY24	\$ 1,500,000
Multiple	Planned Work	Annual Program	480V Breaker Refurbishment Program	\$ 600,000
Electric	Planned Work	Annual Program	12kV Breaker Refurbishment Program	\$ 150,000
Electric	Planned Work	Annual Program	5kV Breaker Refurbishment Program	\$ 75,000
Electric	Planned Work	Annual Program	DART RTU Replacement Program	\$ 200,000
Electric	Planned Work	Annual Program	Unit Substation RTU Replacement Program	\$ 175,000
Electric	Planned Work	Annual Program	HPL Switch Replacement Program	\$ 1,000,000
Electric	Planned Work	Annual Program	Pad Mount Transformer Replacement Program	\$ 350,000
Electric	Planned Work	Annual Program	Unit Substation RTU Replacement Program	\$ 175,000
Multiple	Planned Work	Annual Program	Network UPS Upgrade/Replacement Program	\$ 260,000
Multiple	Planned Work	Annual Program	PLC Upgrade/Replacement Program	\$ 400,000
Multiple	Planned Work	Annual Program	Cisco Switch Upgrade/Replacement Program	\$ 300,000
Natural Gas	Planned Work	Annual Program	Natural Gas Valve Replacement Program	\$ 500,000
Potable Water	Planned Work	Annual Program	Potable Water Backflow Prevention Device Replacement Program	\$ 100,000
Potable Water	Planned Work	Annual Program	Potable Water Valve Replacement Program	\$ 140,000
Wastewater	Planned Work	Annual Program	Rapid Infiltration Basin (RIB) Reconditioning Program	\$ 430,000
Chilled Water	Planned Work	Standalone Project	ECEP - UPS Panel Reliability Upgrades	\$ 200,000
Electric	Planned Work	Standalone Project	Fiber Optic Project: Wastewater Area Fiber Enhancement	\$ 100,000
Electric	Planned Work	Standalone Project	Substations - Site Security & Lighting Enhancement Program	\$ 150,000
Multiple	Planned Work	Standalone Project	Warehouse Restoration & Optimization – Phase 3 (ECEP)	\$ 20,000
Multiple	Planned Work	Standalone Project	CEP Administration Office Up-Grades	\$ 2,300,000
Multiple	Planned Work	Standalone Project	CFTOD Key Control Upgrades	\$ 100,000
Multiple	Planned Work	Standalone Project	Fire Alarm Control Panel Replacements	\$ 150,000
Multiple	Planned Work	Standalone Project	Install Security Cameras at Various Locations	\$ 100,000
Natural Gas	Planned Work	Standalone Project	Admin Laundry Meter Regulator Set Replacement & Line Stops	\$ 250,000
Natural Gas	Planned Work	Standalone Project	Aerial Crossing - Convert to Underground near Germany Canal	\$ 40,000
Natural Gas	Planned Work	Standalone Project	Aerial Crossing - Convert to Underground near Park 3	\$ 300,000
Potable Water	Planned Work	Standalone Project	Flow Meter Replacements at Wells (2 wells per year)	\$ 25,000
Potable Water	Planned Work	Standalone Project	Shade Covers for Bleach Tanks at Pump Stations	\$ 75,000
Potable Water	Planned Work	Standalone Project	Well Rehabilitation Program - Phase 2 (Well #10 & #16)	\$ 420,000
Potable Water	Planned Work	Standalone Project	Pump Station A VFD #3 Replacement	\$ 75,000
Potable Water	Planned Work	Standalone Project	Pump Station Ground Storage Tank Rehabilitation Design	\$ 50,000
Wastewater	Planned Work	Standalone Project	WRRF - Anoxic Lift Pump #1 & 3 Replacement	\$ 1,500,000
Wastewater	Planned Work	Standalone Project	WRRF - Disinfection Chlorine Chemical Feed Pump R/R	\$ 150,000
Wastewater	Planned Work	Standalone Project	WRRF - Effluent Transfer Pump 2 and 5 Replacements	\$ 50,000
Wastewater	Planned Work	Standalone Project	WRRF - Thickening WAS Pump R/R (Pump 1 Replacement)	\$ 135,000
Multiple	Unrestricted Reserve	Standalone Project	Advanced Metering Infrastructure - All Utilities	\$ 2,750,000
			Subtotal Capital Programs and Projects	\$ 15,295,000
			Total FY25 Forecasted Investment in Capital Projects	\$ 18,195,000

END OF SECTION III

Section IV

Estimated Design/Support Services Fee for Bond-Funded and Capital-Funded Projects

In FY25, RCES forecasts \$2.5M in billable labor to provide Design/Support Services as described in Section 7.1.2 of the Agreement for capital projects funded by Utility Revenue Bonds, Planned Work - Capital or Unrestricted Reserve funds. The \$2.5M in Design/Support Services is incremental to the FY25 Operational Services Fee of \$35,157,921.

Design/Support Services labor is capital, and it is included in the FY25 cash flow line-item estimates shown in Tables 5 and 7. The proposed \$2.5M in Design/Support Services represents 5.9% of the overall FY25 utility funded capital program with an approximate value of \$42.2M.

- ✓ Approx. \$1.3M in forecasted RCES Labor supporting capital projects funded by Planned Work-Capital of Unrestricted Reserve Funds
- ✓ Approx. \$1.2M in forecasted RCES Labor supporting capital projects funded by Utility Revenue Bonds
- ✓ RCES Design/Support Services labor dollars to support the District roadway project, World Drive North (WDN) Phase III, are not included in the estimates above or the FY25 Operational Services Fee. RCES labor costs (soft costs) for WDN Phase III are paid by District Ad Valorem bonds that were previously approved by the District Board.

The \$2.5M in proposed Design/Support Services for capital utility-funded projects represents approximately 24,000 hours of labor at an average annual hourly billing rate of \$103.57.

- The proposed FY25 Design/Support Services billable labor dollars are almost 28% below the FY24 Design/Support Services estimated billable labor dollars.
- The FY25 Design/Support Services billable hours are also lower than the FY24 Design/Support Services hours by almost 27%.
- The FY25 labor rate is 1.3% lower than the FY24 labor rate. This reduction is the result of a true up in labor rates across RCES, and a beneficial labor salary mix from department attrition and hiring less-tenured engineers and project support.

Tables 8 and 9 below compare details of the FY24 to FY25 Design/Support Services billable dollars, hours, and rate.

TABLE 8

FY24 to FY25 Comparison of RCES Design/Support Services Billable Dollars				
Billable Category	FY24	FY25	Variance	Variance %
Projects Funded by Planned Work Capital	\$ 1,637,462	\$ 1,303,532	\$ (333,930)	-20.4%
Projects Funded by Utility Bonds	\$ 1,817,108	\$ 1,194,663	\$ (622,445)	-34.3%
Total	\$ 3,454,570	\$ 2,498,195	\$ (956,375)	-27.7%

TABLE 9

FY24 to FY25 Comparison of RCES Design/Support Services Billable Labor Hours and Rate				
Billable Category	FY24	FY25	Variance	Variance %
Projects Funded by Planned Work Capital	15,920	12,944	(2,976)	-18.7%
Projects Funded by Utility Bonds	16,993	11,178	(5,815)	-34.2%
Total	32,913	24,122	(8,791)	-26.7%
Service Rate	FY24	FY25	Variance	Variance %
Average Annual Hourly Rate for Overall Design/Support Services	\$ 104.96	\$ 103.57	\$ (1.40)	-1.3%

The primary drivers of the reduction in utility-funded Design/Support Services from FY24 to FY25 are:

- ✓ Labor shift from Design/Support Services to Operational Services: Specifically, labor for project planning prior to initiation of a capital project. This work includes alternatives analysis and a well-defined project scope and justification.
- ✓ Project-Managed Design: The RCES project delivery team is continuing to shift to a project-managed approach to design. RCES engineers will oversee, and review designs prepared by external consultants. This approach allows RCES to scale and support increased property expansion and asset rehabilitation and replacement.
- ✓ Engineering, Procurement, and Construction (EPC) contracts: RCES is partnering with District Contracting and Procurement staff to evaluate the use of EPC contracts for select projects such as the North Service Area (NSA) Boiler #3 Replacement.
- ✓ World Drive North Phase III Support: In FY25, RCES support for this District roadway project is estimated at 5,500 billable hours and \$600,000 billable dollars that are not included in the Operational Services Agreement on in Design/Support Services. The majority of this support is from existing personnel on the RCES Sustaining Engineering and Project Delivery teams.

Note: RCES's project design and construction model uses internal labor for project planning, design oversight, project management activities and inspections. RCES also engages external Consultants and Contractors for detailed design and engineering support for bidding, construction, project closeout services, and other appurtenant tasks needed for project delivery. RCES will coordinate with District procurement personnel for contracting with the required Consultants and Contractors.

END OF SECTION IV

Section V

RCES Labor Summary for Operational Services and Estimated Design/Support Services

A summarized view of the FY25 Scope of Operational Services billing quantities for the overall RCES organization and by department is found below in Table 10.

TABLE10

FY25 Scope of Operational Services Billing Quantities Details

	Hours	Average Rate	Dollars
Reedy Creek Energy Services Organization	403,607	\$ 87.11	\$ 35,157,921
<i>District Plant and Maintenance Operations</i>	117,390	\$ 87.12	\$ 10,226,852
North Service Area (NSA) Central Energy Plant	25,613	\$ 92.94	\$ 2,380,386
Epcot and Studios Central Energy Plant	25,867	\$ 84.29	\$ 2,180,291
Central Maintenance	65,909	\$ 85.97	\$ 5,666,176
<i>Electric Operations</i>	85,982	\$ 101.34	\$ 8,713,483
Electric Utility Overall Operations	85,982	\$ 101.34	\$ 8,713,483
<i>Gas, Water & Waste Resources Compliance</i>	139,633	\$ 74.48	\$ 10,400,002
Natural Gas	13,632	\$ 86.71	\$ 1,182,097
Potable and Reclaimed Water	22,932	\$ 76.15	\$ 1,746,177
Wastewater	29,452	\$ 78.40	\$ 2,308,913
Solid Waste and Recycling	73,617	\$ 70.13	\$ 5,162,816
<i>Utility and Facility Integration</i>	23,578	\$ 86.51	\$ 2,039,767
Network Services	11,524	\$ 101.47	\$ 1,169,335
Warehouse & Purchasing	12,054	\$ 72.21	\$ 870,433
<i>Engineering and Programs</i>	31,036	\$ 97.75	\$ 3,033,864
Planning and Sustaining Engineering and Project Delivery	14,731	\$ 112.91	\$ 1,663,310
Utility Mapping	16,305	\$ 84.06	\$ 1,370,554
<i>Utility Business Affairs</i>	5,989	\$ 124.21	\$ 743,953
Utility Business Affairs	5,989	\$ 124.21	\$ 743,953

FY25 RCES Labor Assumptions:

- 1,768 hours per year is a full-time equivalent (FTE)
- 4.1% overtime for eligible roles
- 3% overall reduction in forecasted billable hours to reflect organizational attrition
- 3.5% to 4.6% in merit increases in FY25
- The margin percentage is unchanged from FY24 to FY25

Summary of the RCES FY25 Proposal for Operational Services and Design/Support Services:

The RCES billable hours forecasted to support District utilities is 427,729 hours which represents 242 FTEs at an overall average hourly rate of \$88.04. This includes all labor for the proposed FY25 Scope of Operational Services and Design/Support Services associated with capital projects funded by Planned Work-Capital, Unrestricted Reserves, or Utility Revenue Bonds. The total expected RCES billing for these comprehensive utility services is \$37,656,116.

Table 11 below provides details of the hours and rate for FY25 comprehensive District utility services and Table 12 compares the overall FY24 and FY25 forecasted billing for District utility services.

TABLE 11
FY25 Summarized Charges for District Utility Services

Reedy Creek Energy Services Organization	Hours	Average Rate	Dollars
Scope of Operational Services	403,607	\$ 87.11	\$ 35,157,921
Design/Support Services	24,122	\$ 103.57	\$ 2,498,195
Total FY25 Billing	427,729	\$ 88.04	\$ 37,656,116

TABLE 12
FY24 to FY25 Variance in Billed Charges for District Utility Services

	FY24	FY25	Variance	Variance
	Dollars (\$Ms)	Dollars (\$Ms)	Dollars (\$Ms)	\$
Operational Scope of Services and Design/Support Services	\$ 37.9	\$ 37.6	\$ (0.3)	-1%

The \$.3M, or 1%, reduction in expected billing in FY25 is primarily driven by a reduction in Design/Support Services fees as described in Section IV.

Billing Rate Details: The overall FY25 RCES average hourly billable labor rate is \$88.04 for all hours supporting the Operational Scope of Services and Design/Support Services. Figure 2 and Table 13 below show the components of this average billable rate.

FIGURE 2
Components of FY25 RCES Average Hourly Billable Rate

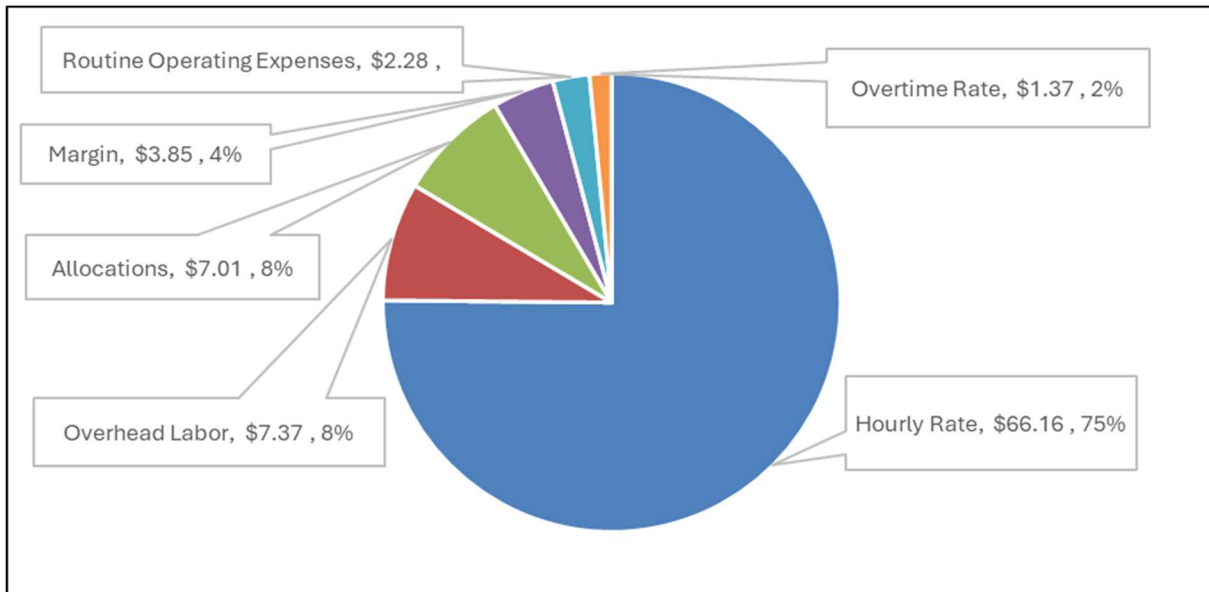


TABLE 13

RCES FY25 Average Billable Rate Components		
Hourly Rate	\$ 66.16	Includes Raw Hourly Rate, Merit Increases, All Employee Benefits
Overhead Labor	\$ 7.37	RCES Staff Labor for Overhead Roles including Executives, Senior Managers, Enterprise Asset Management and Analytical and Administrative Support
Allocations	\$ 7.01	Includes RCES Indirect Overhead, Financial Services Labor and WDW Allocations to Support RCES
Margin	\$ 3.85	Dollars Collected Beyond Hourly Rate, Allocations and Expenses
Routine Operating Expenses	\$ 2.28	Includes Supplies, Safety Equipment, Depreciation, Travel and Expense
Overtime Rate	\$ 1.37	Reflects 4.1% Overtime for Eligible Roles
Average Hourly Billable Rate	\$ 88.04	

END OF SECTION V

Appendix A

Bond Resolutions

The following appendix contains these documents:

- Resolution No. 592 re. Energy Risk Management Policy Revision
- Resolution No. 614, Repealing 524
- Resolution No. 615, Repealing 544
- Resolution No. 613, Repealing 522

RESOLUTION NO. 592
A RESOLUTION AMENDING ENERGY RISK MANAGEMENT POLICY
AND PROVIDING FOR AN EFFECTIVE DATE

The Board of Supervisors ("**Board**") of the Reedy Creek Improvement District, a political subdivision of the State of Florida ("**District**"), by having its President affix his signature hereto, hereby consents to and takes the following actions and adopts the following resolutions (collectively, "**Resolution**") in accordance with Chapter 67-764 and the applicable provisions of Chapter 298, Florida Statutes.

WHEREAS, the District previously adopted an Energy Risk Management Policy (the "**ERMP**") and an Energy Risk Management Procedures Manual (the "**ERMPM**"), which enabled the District, through the Energy Risk Management Oversight Committee (the "**ERMOC**") established by the ERMP, to enter into financial hedging agreements and contracts ("**Hedge Transaction**") with third parties ("**Third Parties**"), pursuant to enabling agreements approved by the Board from time to time (the "**Approved Enabling Agreements**"), for the purpose of reducing the price volatility of the natural gas and natural gas sourced electricity the District purchases and to minimize the District's financial risk exposure resulting from price uncertainty in the natural gas and natural gas sourced electricity markets; and

WHEREAS, the District desires to amend the ERMP to increase the ERMOC's hedging volume authority in the fourth year of each five-year plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

Section 1. Incorporation. All findings and statements in the foregoing preamble, including the definition of all terms therein, are hereby incorporated herein by reference, as if fully repeated herein.

Section 2. Approval and Adoption of Amended Energy Risk Management Policy. The Board hereby approves and adopts the amendments to the Energy Risk Management Policy attached as **Exhibit A** to this Resolution.

Section 3. Effective Date. The Resolution shall become effective on the date of adoption by the Board of Supervisors of the District.

IN WITNESS WHEREOF, the undersigned has executed this Resolution, this 24th day of May, 2017.

REEDY CREEK IMPROVEMENT DISTRICT

By: _____

Don Greer,
President of the Board of Supervisors

ATTESTED: _____

By: _____

John H. Classe, Jr., District Administrator

EXHIBIT A

Reedy Creek Improvement District Energy Risk Management Policy

This Energy Risk Management Policy (ERMP) establishes and describes Reedy Creek Improvement District's policy regarding hedging, which is controlling the level of price risk exposure involved in the normal course of Reedy Creek Improvement District's natural gas and natural gas sourced electric purchasing activities. The ERMP identifies the governance and controls under which Reedy Creek Improvement District may engage in hedging activities solely to reduce the volatility of natural gas and natural gas sourced electric prices to minimize financial risk exposure resulting from price uncertainty in the natural gas and natural gas sourced electric markets.

Policy Statement

Reedy Creek Improvement District (RCID) shall at no time engage or enter into hedging transactions that are speculative in nature. Speculation is defined as entering into hedging transactions in excess of underlying physical volumes purchased by RCID.

Risk

RCID's financial risk exposure involves the adverse fluctuations in prices of electricity and natural gas that could subject RCID's customers to cost volatility, as well as uncertainty for RCID in budgeting, planning cash flow, and rate setting.

Organizational Structure and Responsibilities

RCID

The RCID Board shall approve this ERMP and all revisions. The RCID Board shall at least quarterly receive a report on the activities under this ERMP for the preceding calendar quarter.

Energy Risk Management Oversight Committee (ERMOC)

The ERMOC shall consist of the District Administrator (or, in the District Administrator's absence, the Deputy District Administrator, District Treasurer or District Comptroller) and the following employees of Reedy Creek Energy Services: Vice President, Utilities – RCES; Director, Utility Business Affairs – RCES; and Finance Manager – RCES. The ERMOC shall determine and make recommendations on appropriate hedging strategies and specific hedging transactions within the limits of the ERMP. The ERMOC shall make timely recommendations regarding hedge transactions to the District Administrator (or, in the District Administrator's absence, the Deputy District Administrator, District Treasurer or District Comptroller) and all hedge transactions shall be subject the review and approval of the District Administrator (or in the District Administrator's absence, the Deputy District Administrator, District Treasurer or District Comptroller). Notwithstanding the foregoing, no hedge transactions exceeding the

Authorization Limits set forth below shall be approved or entered into without the approval of the RCID Board.

Each approved hedge transaction shall be documented specifying (i) the purpose of the hedge, (ii) hedge instruments to be used; (iii) volume of commodity purchases hedged; (iv) the financial position taken under the hedge transaction; and (v) the duration of the hedge.

The Energy Risk Management Procedures Manual (ERMPM) specifies procedures for execution of hedge transactions, separation of control, tracking of hedge positions, compliance with ISDA agreements, monitoring, reporting and other necessary procedures. The ERMOC shall monitor compliance by designated departments with the ERMPM. The ERMOC shall develop and present the ERMPM to the District Administrator and District Comptroller for review and approval. Any changes to the ERMPM shall be subject to review and approval by the District Administrator and District Comptroller.

The ERMOC intends to meet bi-weekly or more frequently if necessary to ensure that all activities are in compliance with the ERMP. The ERMOC may meet and conduct business either in person or telephonically and can conduct business with less than all members attending provided that the District Administrator, Deputy District Administrator, District Treasurer or District Comptroller is present.

RCID Audit Committee

The RCID Audit Committee (RAC) established by the RCID Board pursuant to Section 218.391, Florida Statute, shall monitor the activities of the ERMOC to insure compliance with the ERMP. The RAC shall meet at least quarterly to review a report prepared by the ERMOC on activities for the preceding period. The RAC shall report on the ERMOC activities and results to the RCID Board.

RCID Qualified Independent Representative

As contemplated by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203, 124 Stat. 1376) and the Business Conduct Standards for Swap Dealers and Major Swap Participants with Counterparties (17 CFR parts 4 and 23), RCID may decide from time to time to engage a person or entity (including a third party or an employee of RCID) to evaluate the fair pricing and appropriateness of RCID's hedging transactions, each such individual or entity being referred to as a "Qualified Independent Representative" or "QIR". This portion of the ERMP is intended to ensure that any QIR engaged by RCID is capable of evaluating such transactions and exercises independent judgment in making such evaluations. The Board must approve the selection and engagement of any QIR.

If and when the District engages a QIR, the ERMOC shall be responsible for ensuring that the QIR initially meets and continually satisfies the following requirements (the **QIR Requirements**):

- (1) **Sufficient Knowledge:** The QIR has sufficient knowledge to evaluate the District's hedging transactions and associated risk;
- (2) **No Statutory Disqualification:** The QIR is not subject to "statutory disqualification" – meaning grounds for refusal to register or to revoke, condition or restrict the registration of any registrant or applicant for registration as set forth in Sections 8a(2) and 8a(3) of the Commodity Exchange Act;
- (3) **Independence:** The QIR is independent of the specific counterparties with which the District is engaging in hedging transactions;
- (4) **Best Interest of RCID:** The QIR is willing to undertake a duty to act in the best interest of the District in evaluating the District's hedging transactions;
- (5) **Disclosures:** The QIR has the ability and is willing to agree to make appropriate and timely disclosures to the District relating to the District's hedging transactions;
- (6) **Evaluation:** The QIR has contractually agreed to evaluate, consistent with any guidelines provided by the District, fair pricing and appropriateness of the District's hedging transactions; and
- (7) **Restrictions on Political Contributions:** The QIR is subject to restrictions on certain political contributions imposed by the Commodities Futures Trading Commission (CFTC), the Securities and Exchange Commission (SEC), or a self-regulatory organization subject to the jurisdiction of the CFTC or the SEC.

The ERMOC shall be responsible for monitoring from time to time the actions of the QIR to ensure that the QIR continues to meet the QIR Requirements and to promptly take appropriate action in the event that the QIR ceases to meet the QIR Requirements.

As part of its quarterly report to the Board, the RAC shall specifically review the actions of the ERMOC in monitoring the QIR's compliance with the QIR Requirements and shall specifically include in its report to the RCID Board the results of such review.

Hedging Instruments

The following instruments are authorized for use for hedging activities with respect to natural gas and natural gas sourced electric purchases subject to the limitations set forth in this ERMP.

- Fixed price contracts for specified periods.
- Variable price contracts for specified periods.
- Futures prices contracts for specified periods.
- Swap contracts to convert from a fixed price to floating price or a floating price to fixed price.
- Financial derivative product contracts to establish a floor price, ceiling price or a ranged collar price.

Hedging instruments may involve payment or receipt of a premium to execute a position. Hedging instruments may be executed financially through ISDA enabling agreements (with each ISDA enabling agreement approved by the RCID Board) or as part of a physical transaction. Hedging instruments may be exchange traded, over the counter or provided through contractual provisions by a physical provider.

Authorization Limits

The hedging transactions that may be entered into pursuant to the ERMP shall be subject to the following volume and pricing limits.

Volume Limits

Upon the recommendation of the ERMOC, the District Administrator (or, in the absence of the District Administrator, the District Treasurer or District Comptroller) may approve and authorize the execution of one or more natural gas or natural gas sourced electric purchase hedge transactions permitted under this ERMP provided that the aggregate of all hedge transactions for a given fiscal year do not exceed the following MMBTU volume limits.

- For the then current fiscal year and subsequent three fiscal years – 80% of the then current District natural gas and electric utility five-year plan approved by the RCID Board or its designee MMBTU volumes (including equivalent volumes for the District's customers, the District's cogenerator and the District's natural gas sourced electric purchases). Equivalent volumes for the District's cogenerator are determined as amounts necessary to produce the same MWH's of energy. Equivalent volumes for the District's natural gas sourced electric purchases are determined as amounts necessary to produce the same MWH's of energy. The foregoing limitation shall apply to the then current fiscal year and the subsequent three fiscal years.
- For the following fiscal year (i.e. for the 4th fiscal year after the then current fiscal) – 50% of the then current District natural gas and electric utility five-year plan MMBTU volumes (including equivalent volumes for the District's customers, the District's cogenerator and the District's contracted natural gas sourced electric purchases).
- Example 1: if the then current (FY2017) District natural gas and electric utility five-year plan is one million MMBTU, then during FY2017, RCID may enter into hedge transactions under this ERMP for up to 800,000 MMBTU of natural gas to be delivered in FY2017 and each of FY 2018 through 2020 and for up to 500,000 MMBTU of natural gas to be delivered in FY 2021.
- Example 2: if the then current FY2018 District natural gas and electric utility five-year plan is also one Million MMBTU and assuming that in FY2017 RCID hedged 500,000 MMBTU of natural gas to be delivered in FY2021, then in FY2018, RCID can hedge an additional 300,000 MMBTU of natural gas to be delivered in FY2021 (for a total hedge of natural gas to be delivered in FY2021 of 80% of FY2018 the then current District natural gas and electric utility five-year plan).

Volumes limits shall only be increased, and may be decreased or otherwise modified, by specific authorization of the RCID Board.

Pricing Limits

Upon the recommendation of the ERMOC, the District Administrator (or, in the absence of the District Administrator, the District Treasurer or District Comptroller) may approve and authorize

the execution of one or more natural gas purchase hedge transactions permitted under this ERMP provided that the weighted average fixed or ceiling price for each hedge transaction (averaged over the duration of the hedge transaction) is not more than twenty five percent (25%) over the then current District natural gas and electric utility five-year plan weighted average natural gas price for the calendar months in which the hedge transaction will be effective.

The weighted average of a fixed or ceiling price and the weighted average of the budgeted natural gas price shall be determined as follows: (1) for each month during the proposed hedge transaction, multiplying each applicable monthly price by the budgeted or hedge volume, as the case may be, for that month; (2) adding all of the monthly amounts; and (3) dividing the sum by the total number of MMBTU for the duration of the hedge transaction. For example if for January 2017 the then current District natural gas and electric utility five-year plan volume is 100,000 MMBTU and the then current District natural gas and electric utility five-year plan natural gas price is \$4/MMBTU and for February 2017 the then current District natural gas and electric utility five-year plan volume is 200,000 MMBTU and the then current District natural gas and electric utility five-year plan natural gas price is \$4.50/MMBTU, the weighted average natural gas price for January and February, 2017 is \$4.33/MMBTU $((\$4/MMBTU * 100,000 MMBTU + \$4.50/MMBTU * 200,000 MMBTU)/300,000 MMBTU)$.

Example 1: If, in FY2017, the weighted average of the then current District natural gas and electric utility five-year plan natural gas price for the each year is \$4/MMBTU, then in FY2017 through FY2021, RCID may enter into hedge transactions for natural gas delivered in FY2017 through FY2021 with a weighted average ceiling price of up to \$5.00/MMBTU, subject to the volume limitations above. Example 2: If the weighted average of the then current District natural gas and electric utility five-year plan natural gas price for January and February, 2017 is \$5.00/MMBTU, and the then current District natural gas and electric utility five-year plan natural gas price for January, 2017 is \$4.50/MMBTU and the then current District natural gas and electric utility five-year plan natural gas price for February, 2017 is \$5.50/MMBTU, RCID may enter into a hedge agreement for 100,000 MMBTU of natural gas to be delivered in each of January and February, 2017 with a ceiling price of \$5.63/MMBTU for gas delivered in January, 2017 and a ceiling price of \$6.88/MMBTU for gas delivered in February, 2017 (the weighted average ceiling for this hedge transaction being \$6.25/MMBTU, which is 25% over the weighted average budgeted natural gas price of \$5.00/MMBTU).

Pricing limits shall only be modified, by specific authorization of the RCID Board.

Accounting Treatment

The District's fuel-related derivative transactions are recorded at fair value in accordance with GASB Statement No. 53 as either an asset or liability depending on their fair value and the related unrealized gains and/or losses for effective hedges are deferred. Realized gains and losses on these transactions are recognized as fuel expense in the specific period in which the instrument is settled.

ERMP Review

At least on an annual basis following approval of this ERMP, the ERMOC and the RAC will jointly review the ERMP with regard to adequacy and effectiveness, and recommend necessary changes, if any, to the RCID Board.

This ERMP may be revoked or modified by the RCID Board at any time.

EXHIBIT B

Reedy Creek Improvement District Energy Risk Management Procedures Manual

This Energy Risk Management Procedures Manual (ERMPM) is established pursuant to the RCID Energy Risk Management Policy (ERMP) established to control the level of price risk exposure involved in the normal course of RCID's natural gas purchasing and selling activities. The ERMP identifies the governance and controls under which RCID may engage in hedging activities solely to reduce the volatility of natural gas prices to minimize financial risk exposure resulting from price uncertainty in the natural gas markets.

This ERMPM establishes and describes RCID's procedures for execution of hedge transactions, separation of control, tracking of hedge positions, compliance with ISDA agreements, monitoring, reporting and other items. All ERMPM procedures and activities shall be performed within the limits of the ERMP.

Execution, Control, Tracking and Reporting of Hedge Transactions

The Energy Risk Management Oversight Committee (ERMOC) established pursuant to the ERMP consists of the District Administrator (or, in the District Administrator's absence, the District Treasurer or District Comptroller); VP, Utilities – RCES; Director, Utility Business Affairs – RCES; and Finance Manager – RCES. The ERMOC responsibilities are to determine and make timely recommendations for appropriate hedging strategies subject to the review and approval of the District Administrator (or, in the District Administrator's absence, the District Treasurer or District Comptroller) within the limits of the ERMP.

A recommendation by the ERMOC, approved by the District Administrator (or, in the District Administrator's absence, the District Treasurer or District Comptroller) shall be documented with each hedging decision specifying (i) the purpose of the hedge, (ii) hedge instruments to be used, (iii) volume of commodity being hedged, (iv) the financial position taken under the hedge transaction, and (v) the duration of the hedge. Prior to approval of the recommended hedge decision, verification will be provided to the ERMOC by the Director, Utility Business Affairs – RCES that the recommended hedge decision is in compliance with the authorization limits and types of hedging instruments specified in the ERMP.

RCES authorized representatives pursuant to the RCID Resolution approving limited signatory authority shall execute the RCID approved hedge decision utilizing RCID approved ISDA enabling agreements or RCID approved NAESB enabling agreements. RCES authorized representatives shall (i) solicit quotes from approved entities (several quotes shall be solicited, if possible, and market indices shall be referenced for competitive comparison), (ii) selection will be made for the most favorable quoting entity (several factors shall be evaluated in determining the most favor quoting entity, such as price, entity credit rating, potential Exposure related to Threshold Amount under ISDA agreement, flexibility of financial versus physical hedge

transaction, experience, entity relationship), (iii) execute applicable confirmation/transaction, (iv) immediately distribute confirmation electronically (email or fax) to the District Administrator, District Comptroller and Finance Manager – RCES, and (v) immediately distribute electronically a summary (purpose, instrument, volume, financial position and duration) of all previously non-expired hedge transactions to the District Administrator, District Comptroller and Finance Manager – RCES.

Compliance with ISDA Agreements and Monitoring

RCES authorized representatives shall take all necessary action to comply with applicable provisions for ISDA and NAESB agreements under which hedge transactions have been executed. Those actions include, among other things, payments, notices, other agreement requirement actions and monitoring, entity credit rating monitoring and other requirements of a Specified Transaction under an ISDA. A RCES representative shall calculate Exposure for executed Specified Transactions under ISDA agreements on a daily basis. If the Exposure exceeds the defined Threshold, the RCID Comptroller shall be notified immediately for posting or receipt of Collateral as defined in the ISDA agreement. Routine information requirements, such as providing financial statements, shall be the responsibility of the District Comptroller. Any compliance issue identified shall be immediately communicated to all members of the ERMOC for resolution.

QIR Selection and Compliance Monitoring

If and when RCID decides to engage a person or entity (including a third party or an employee of RCID) to evaluate the fair pricing and appropriateness of RCID's hedging transactions (each such individual or entity being referred to as a "Qualified Independent Representative" or "QIR"), the ERMOC shall be responsible for ensuring the following:

- A. That RCID can represent in writing to each of its swap counterparties that it has complied in good faith with these written QIR Selection and Compliance Monitoring Procedures and RCID is selecting a QIR that satisfies the QIR Requirements (as defined below), and that such policies and procedures provide for ongoing monitoring of the performance of the QIR.
- B. In determining whether a QIR is capable of evaluating recommendations regarding swap transactions on behalf of RCID, the ERMOC will consider the following factors (collectively the "**QIR Requirements**"):
 1. **Sufficient Knowledge:** The QIR has sufficient knowledge to evaluate the District's hedging transactions and associated risk and makes this representation at (i) commencement of the District's engagement of the QIR and (ii) at the time each hedging transaction is evaluated by the QIR;
 2. **No Statutory Disqualification:** The QIR is not subject to "statutory disqualification" – meaning grounds for refusal to register or to revoke, condition or restrict the registration of any registrant or applicant for registration as set forth in Sections 8a(2) and 8a(3) of the Commodity Exchange Act and makes this

representation at (i) commencement of the District's engagement of the QIR and (ii) at the time each hedging transaction is evaluated by the QIR;

3. **Independence:** The QIR is independent of the specific counterparties with which the District is engaging in hedging transactions and makes this representation at (i) commencement of the District's engagement of the QIR and (ii) at the time each hedging transaction is evaluated by the QIR;
 4. **Best Interest of RCID:** The QIR has contractually undertaken a duty to act in the best interest of the District in evaluating the District's hedging transactions and represents that it is and will continue to do so at the time each hedging transaction is evaluated by the QIR;
 5. **Disclosures:** The QIR has contractually agreed to make and is making appropriate and timely disclosures to the District relating to the District's hedging transactions;
 6. **Evaluation Capability:** The QIR has contractually agreed to evaluate, and is evaluating, consistent with any guidelines provided by the District, fair pricing and appropriateness of the District's hedging transactions; and
 7. **Restrictions on Political Contributions:** The QIR has represented and warranted to the District that the QIR is subject to restrictions on certain political contributions imposed by the Commodities Futures Trading Commission (CFTC), the Securities and Exchange Commission (SEC), or a self-regulatory organization subject to the jurisdiction of the CFTC or the SEC.
- C. In determining whether a QIR meets QIR Requirements 1 and 6 (Sufficient Knowledge and Evaluation Capability), the ERMOC may consider one or more of the following factors, and any other factors that the ERMOC deems appropriate:
1. Actual experience trading over-the-counter and cleared derivative transactions on behalf of a buy-side or sell-side entity. Both the length of such experience and the types of transactions with which such representative has experience may be considered.
 2. Formal training in the mechanics of over-the-counter and cleared derivative transactions, the valuation of such transactions and the uses of such transactions.
 3. Educational background, including finance-related coursework.
 4. Knowledge of RCID's use of swap transactions (including any regulatory, contractual or internal limitations on such use) and existing swaps portfolio.
 5. Knowledge of RCID's trading strategy or hedging strategy, as applicable.
 6. Knowledge of underlying transactions that RCID hedges using swap transactions (if applicable).
 7. Knowledge of market factors that may affect the derivatives market and ability to monitor and evaluate such factors on a regular basis.
 8. Knowledge of RCID's swap counterparties including the counterparty risk associated with such counterparties, and the ability to monitor and evaluate such risk on a regular basis.
 9. Demonstrated ability to obtain appropriate legal and other professional advice regarding derivatives matters, as appropriate.

10. Any applicable supervision of such representative's swaps trading activities on behalf of RCID.
- D. In determining whether a QIR meets QIR Requirement 3 (Independence), the QIR will be considered independent of RCID's swap counterparties if:
- The QIR is not and, within one year of representing RCID in connection with the swap, was not an "Associated Person" of the swap counterparty;
 - There is no principal relationship between the QIR and the swap counterparty;
 - The QIR contractually agrees to, and does, provide timely and effective disclosures to RCID of all material conflicts of interest that could reasonably affect the judgment or decision making of the representative with respect to its obligations to RCID;
 - The QIR represents to RCID that it has and complies with policies and procedures reasonably designed to manage and mitigate such material conflicts of interest;
 - The QIR is not directly or indirectly, through one or more persons, controlled by, in control of, or under common control with the swap entity; and
 - The swap counterparty did not refer, recommend, or introduce the QIR to RCID within one year of the QIR's representation of RCID in connection with the swap.
- E. For purposes of determining a QIR's independence, "Associated Person" of a swap counterparty means a person who is associated with a swap counterparty as a partner, officer, employee, or agent (or any person occupying a similar status or performing similar functions), in any capacity that involves: (i) the solicitation or acceptance of swaps; or (ii) the supervision of any person or persons so engaged. The term "associated person" does not include any person associated with a swap counterparty the functions of which are solely clerical or ministerial.
- F. the ERMOC shall ensure that the QIR is advised of all swap transactions to be entered into by RCID.
- G. The ERMOC will:
- ensure that a QIR is not engaged unless and until the QIR enters into a contract with RCID in which the QIR contractually agrees to comply with the QIR Requirements;
 - ensure that the contract engaging the QIR includes specific representations and warranties by the QIR that
 - the QIR does and will continue to meet each of the QIR Requirements; and
 - the QIR has policies and procedures reasonably designed to ensure that it continues to satisfy the QIR Requirements;
 - ensure that every evaluation of a swap by the QIR will reiterate all of the QIR's representations and warranties; and
 - provide for ongoing monitoring of the performance of the QIR in accordance with the QIR Requirements.
- H. At least quarterly, the ERMOC shall review whether a QIR continues to satisfy the QIR Requirements and otherwise remains capable of evaluating recommendations

regarding swap transactions on behalf of RCID and report the review to the RAC.

Report

The ERMOC shall provide a comprehensive report to the RAC and RCID Board each quarter on the activities under the ERMP for the preceding period.

ERMPM Review

At least once during the first 12 months and on an annual basis subsequently following approval of this ERMPM, the District Administrator and District Comptroller shall review the ERMPM with regard to adequacy and effectiveness, compliance with the ERMP and make necessary changes.

Dated May 24, 2017

RESOLUTION NO. 614

**A RESOLUTION AUTHORIZING CERTAIN LIMITED
SIGNATORY AUTHORITY: REPEALING RESOLUTION
NO. 524
AND PROVIDING FOR AN EFFECTIVE DATE**

The Board of Supervisors ("**Board**") of the Reedy Creek Improvement District, a political subdivision of the State of Florida ("**District**"), by having its President affix his signature hereto, hereby consents to and takes the following actions and adopts the following resolutions (collectively, "**Resolution**") in accordance with Chapter 67-764 and the applicable provisions of Chapter 298, Florida Statutes.

WHEREAS, the District enters into agreements and contracts ("**Contracts**") with third parties ("**Third Parties**") for the purpose of purchasing and selling natural gas commodity and/or natural gas pipeline capacity and making arrangements for the transportation of same (collectively, "**Transactions**"); and

WHEREAS, the District has determined that there is a need to facilitate the execution of necessary documents and instruments in connection with such Transactions, and the need for authority to designate certain officers of the District and certain employees of Reedy Creek Energy Services, ("**RCES**") to approve, execute and/or complete all such necessary documents and instruments in connection with the Transactions.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

Section 1. Incorporation. All findings and statements in the foregoing preamble, including the definition of all terms therein, are hereby incorporated herein by reference, as if fully repeated herein.

Section 2. Authorized Parties; Limited Authority. The following parties: (a) District Administrator; (b) Deputy District Administrator; (c) Vice President, RCES & Transportation Engineering Services; (d) Director, RCES; (the individuals identified in clauses (a) through (d) are, collectively, the "**Executive Authorized Parties**", and, individually, an "**Executive Authorized Party**") (e) Manager, Energy Planner; (the individual identified in clause (e) is, individually, a "**Senior Authorized Party**") (f) Sr. Energy Analyst; (g) Sr. Business Analyst; and (h) Energy Marketer; (the individuals identified in clauses (f) through (h) are, collectively, the "**Authorized Parties**", and, individually, an "**Authorized Party**"), are, and each of them hereby is, authorized with limited authority and for the specified business purpose to execute and deliver, in the name and on behalf of the District, any documents, commitments, contracts, agreements, releases, or any other document or instrument (collectively, "**Documents**") which are required to be executed in the ordinary course of completing the Transactions subject to the limitations set forth herein and as follows: The Authorized Parties are authorized for the specific purposes set forth herein to enter into Transactions and Documents on behalf of the District not to exceed one (1) month in duration and not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000) per Transaction and/or Document and collectively not to exceed One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000) in the aggregate in any one (1) - month period unless authorized by a Senior Authorized Party and then only to the authorized

levels of a Senior Authorized Party; the Senior Authorized Party is authorized for the specific purposes set forth herein to enter into Transactions and Documents on behalf of the District not to exceed one (1) month in duration and not to exceed One Million and No/100 Dollars (\$1,000,000) per Transaction and/or Document and not to exceed collectively Three Million and No/100 Dollars (\$3,000,000) in the aggregate in any one (1) - month period; the Executive Authorized Parties are authorized for the specific purposes set forth herein to enter into Transactions and Documents on behalf of the District not to exceed three (3) months in duration and not to exceed Two Million No/100 Dollars (\$2,000,000) per Transaction and/or Document and collectively not to exceed Three Million and No/100 Dollars (\$3,000,000) in the aggregate in any one (1) - month period. Notwithstanding the foregoing authority limitation, in the case of an emergency, upon the verbal or written approval of either one of the Executive Authorized Party, Senior Authorized Party, or Authorized Party (such individual being referred to as the "Approving Party"), the Energy Marketer, Energy Systems Coordinators or Energy Control Center Service Manager, identified in such approval shall be authorized to enter into the transaction and/or Document necessary to respond to such emergency and identified in such approval provided that the transaction and/or Document does not exceed the authority granted to the Approving Party under this Resolution.

Section 3. Delivery of Documents. The execution and delivery of the Documents by any of the Authorized Parties, in accordance with the provisions hereof, shall be conclusive evidence of the determination of the District that the execution and delivery of such Documents is in the best interest of the District and that such Documents are necessary or desirable for the completion of the applicable Transactions, as the case may be.

Section 4. Repeal. Resolution No. 524 is hereby repealed effective on the date hereof.

Section 5. Necessary Actions. The Authorized Parties are hereby authorized and directed in the name and on behalf of the District, to take such other actions as such Authorized Party may deem necessary of advisable, in his sole and absolute discretion, to complete any and all Transactions.

Section 6. Automatic Termination of Authority. In the event that any of the Authorized Parties cease to be employed in the specific position identified for such Authorized Party by the District or Reedy Creek Energy Services, as the case may be, the authority granted herein to such party shall automatically and immediately terminate upon such event. In the event of termination of authority of any Authorized Party, all other Authorized Parties' limited authority hereunder shall remain in full force and effect unless and until such party's authority is terminated in accordance with this Resolution or otherwise terminated by the District in the District's sole discretion. Notwithstanding the foregoing, any Authorized Party's authority hereunder may be terminated by the District in its sole discretion at any time.

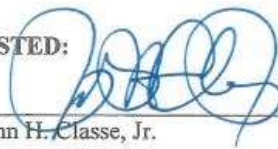
Section 7. Effective Date. This Resolution shall become effective on the date of adoption by the Board of Supervisors of the District.

IN WITNESS WHEREOF, the undersigned has executed this Resolution, the 26th day of February 2020.

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

2/24/20
RMC

RESOLUTION NO. 615

**A RESOLUTION AUTHORIZING CERTAIN LIMITED
SIGNATORY AUTHORITY: REPEALING RESOLUTION
NO. 544
AND PROVIDING FOR AN EFFECTIVE DATE**

The Board of Supervisors ("**Board**") of the Reedy Creek Improvement District, a political subdivision of the State of Florida ("**District**"), by having its President affix his signature hereto, hereby consents to and takes the following actions and adopts the following resolutions (collectively, "**Resolution**") in accordance with Chapter 67-764 and the applicable provisions of Chapter 298, Florida Statutes.

WHEREAS, the District enters into agreements and contracts ("**Contracts**") with third parties ("**Third Parties**") for the purpose of buying and selling electricity and making arrangements for the transmission of same; and

WHEREAS, the District currently has existing Contracts with such Third Parties; and

WHEREAS, the Contracts contain certain provisions, references to tariff obligations, operational procedures, transaction alternatives, schedules and exhibits (collectively, "**Schedules**") requiring compliance with and/or completion of same subsequent to the respective effective dates of such Contracts; and

WHEREAS, the District has engaged Reedy Creek Energy Services, a Florida corporation ("**RCES**") to manage, on behalf of the District, all aspects of the District's utility services, including, without limitation, the buying and selling of electricity and making arrangements for the transmission of same; and

WHEREAS, by Resolution No. 613 (a copy of which is attached as "**Exhibit A**" to this Resolution), the District authorized certain officers of the District and certain employees of RCES to approve, execute and/or complete, on behalf of the District, all necessary documents and instruments in connection with the Schedules; and

WHEREAS, the District has determined that there is a need to amend Resolution No. 613 to authorize certain individual positions at RCES (and those individuals holding those positions from time to time) to facilitate the execution of necessary documents and instruments in connection with the Schedules for certain limited electricity transactions (as described in this Resolution).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

Section 1. Incorporation. All findings and statements in the foregoing preamble, including the definition of all terms therein, are hereby incorporated herein by reference, as if fully repeated herein. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in Resolution No. 613.

Section 2. Authorized Parties; Limited Authority. In addition to the Authorized Parties, the individuals holding the positions at RCES, from time to time, of Supervisor, Energy Control Center or Energy System Coordinators (collectively, the "**Energy System Coordinators**"), are, and each of them hereby is, authorized with limited authority and for the specified business purpose

to execute and deliver, in the name and on behalf of the District, any documents, commitments, contracts, agreements, releases, or any other document or instrument (collectively, "**Documents**") which are required to be executed in the ordinary course of completing the Schedules pursuant to the terms and provisions of the Contracts subject to the limitations set forth herein and as follows: The Energy System Coordinators are each individually authorized for the specific purposes as set forth herein to enter into transactions and Documents on behalf of the Board not to exceed four (4) hours in duration and not to exceed Fifteen Thousand and No/100 Dollars (\$15,000.00). Notwithstanding the foregoing authority limitation, in the case of an emergency during non-business hours which would require a transaction in excess of such authority limitation, upon the verbal or written approval of either one of the Senior Authorized Parties, the Energy Marketer, or the Business Analyst (such individual being referenced to as the "**Approving Party**"), the Energy System Coordinator identified in such approval shall be authorized to enter into the transaction and/or Document necessary to respond to such emergency and identified in such approval provided that the transaction and/or Document does not exceed the authority granted to the Approving Party under this Resolution. All transactions and Documents entered into by an Energy System Coordinator must be signed by a Senior Authorized Party within seven (7) days of entering into such transactions and/or Document. Each Energy System Coordinator shall be deemed to be an Authorized Party for all purposes under Resolution No. 613.

Section 3. Repeal. Resolution No. 544 is hereby repealed effective on the date hereof.

Section 4. Ratification. Resolution No. 613, as amended by this Resolution, is hereby ratified and affirmed and shall remain in full force and effect.

Section 5. Delivery of Documents. The execution, sealing and delivery of the Documents by any of the Authorized Parties, in accordance with the provisions hereof, shall be conclusive evidence of the determination of the District that the execution, sealing and delivery of such Documents is in the best interest of the District and that such Documents are necessary or desirable for the completion of the applicable Schedules, as the case may be; and

Section 6. Necessary Actions. The Authorized Parties are hereby authorized and directed in the name and on behalf of the District, to take such other actions as such officers may deem necessary or advisable, in their sole and absolute discretion, to complete any and all Schedules in accordance with the terms and provisions of the applicable Contracts.

Section 7. Automatic Termination of Authority. In the event that any of the Energy System Coordinators ceases to be employed as an Energy System Coordinator or ceases to be qualified as an Interchange Operator, the authority granted herein to such individual shall automatically and immediately terminate upon such event, and shall automatically transfer to and vest in the individual who succeeds to that position, if any. In the event of termination of any Energy System Coordinator, all other Energy System Coordinators limited authority hereunder shall remain in full force and effect unless and until such party's authority is terminated in accordance with this Resolution or otherwise terminated by the District in the District's sole discretion. Notwithstanding the foregoing, any Energy System Coordinator's authority hereunder may be terminated by the District in its sole discretion at any time.

Section 8. Effective Date. This Resolution shall become effective on the date of adoption by the Board.

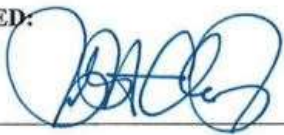
IN WITNESS WHEREOF, the undersigned have executed this Resolution, this 26th day of February 2020.

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

EXHIBIT "A"

RESOLUTION NO. 613

(Attached)

RESOLUTION NO. 613

**A RESOLUTION AUTHORIZING CERTAIN LIMITED
SIGNATORY AUTHORITY: REPEALING RESOLUTION
NO. 522
AND PROVIDING FOR AN EFFECTIVE DATE**

The Board of Supervisors ("**Board**") of the Reedy Creek Improvement District, a political subdivision of the State of Florida ("**District**"), by having its President affix his signature hereto, hereby consents to and takes the following actions and adopts the following resolutions (collectively, "**Resolution**") in accordance with Chapter 67-764 and the applicable provisions of Chapter 298, Florida Statutes.

WHEREAS, the District enters into agreements and contracts ("**Contracts**") with third parties ("**Third Parties**") for the purpose of buying and selling electricity and making arrangements for the transmission of same; and

WHEREAS, the District currently has existing Contracts with such Third Parties; and

WHEREAS, the Contracts contain certain provisions, references to tariff obligations, operational procedures, transaction alternatives, schedules and exhibits (collectively, "**Schedules**") requiring compliance with and/or completion of same subsequent to the respective effective dates of such Contracts; and

WHEREAS, the District has determined that there is a need to facilitate the execution of necessary documents and instruments in connection with the Schedules, and the need for authority to designate certain officers of the District and certain employees of Reedy Creek Energy Services ("**RCES**") to approve, execute and/or complete all such necessary documents and instruments in connection with the Schedules.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

Section 1. Incorporation. All findings and statements in the foregoing preamble, including the definition of all terms therein, are hereby incorporated herein by reference, as if fully repeated herein.

Section 2. Authorized Parties; Limited Authority. The following parties: (a) District Administrator; (b) Deputy District Administrator; (c) Vice President, RCES & Transportation Engineering Services (d) Director, RCES; (e) Manager, Energy Planner; (the individuals identified in clauses (a) through (e) are, collectively, the "**Senior Authorized Parties**", and, individually, a "**Senior Authorized Party**"; (f) Sr. Energy Analyst; (g) Sr. Business Analyst; (h) Energy Marketer; (The Senior Authorized Parties, Sr. Energy Analyst, Sr. Business Analyst, and Energy Marketer, are, collectively, the "**Authorized Parties**" and, individually, an "**Authorized Party**"), are, and each of them hereby is, authorized with limited authority and for the specified business purpose to execute and deliver, in the name and on behalf of the District,

any documents, commitments, contracts, agreements, releases, or any other document or instrument (collectively, "**Documents**") which are required to be executed in the ordinary course of completing the Schedules pursuant to the terms and provisions of the Contracts subject to the limitations set forth herein and as follows: The District Administrator and the Deputy District Administrator are authorized for the specific purposes as set forth herein to enter into transactions and Documents on behalf of the Board not to exceed one (1) year in duration and not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) per transaction and/or Document. The Vice President, RCES & Transportation Engineering Services is authorized for the specific purposes as set forth herein to enter into transactions and Documents on behalf of the Board not to exceed three (3) months in duration and not to exceed Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000.00) per transaction and/or Document. The Director, RCES is authorized for the specific purposes as set forth herein to enter into transactions and Documents on behalf of the Board not to exceed two (2) months in duration and not to exceed Two Hundred Thousand and No/100 Dollars (\$200,000.00) per transaction and/or Document. The Manager, Energy Planner is authorized for the specific purposes as set forth herein to enter into transactions and Documents on behalf of the Board not to exceed one (1) month in duration and not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) per transaction and/or Document. The Sr. Energy Analyst, Sr. Business Analyst, and Energy Marketer are each individually authorized for the specific purposes as set forth herein to enter into transactions and Documents on behalf of the Board not to exceed four (4) days in duration and not to exceed Fifty Thousand and No/100 (\$50,000.00) per transaction and/or Document. Notwithstanding the foregoing authority limitation, in the case of an emergency which would require a transaction in excess of such authority limitation, upon the verbal or written approval of either one of the Senior Authorized Parties, Sr. Energy Analyst, Sr. Business Analyst, or the Energy Marketer (such individual being referred to as the "**Approving Party**"), the Energy Systems Coordinators, Energy Control Center Service Manager, or Energy Analyst identified in such approval shall be authorized to enter into the transaction and/or Document necessary to respond to such emergency and identified in such approval provided that the transaction and/or Document does not exceed the authority granted to the Approving Party under this Resolution. All transactions and Documents entered into by a Sr. Energy Analyst, Sr. Business Analyst, Energy Marketer, Energy Systems Coordinator, Energy Control Center Service Manager, or Energy Analyst must be signed by a Senior Authorized Party within seven (7) days of entering into such transactions and/or Document.

Section 3. Repeal. Resolution No. 522 is hereby repealed effective on the date hereof.

Section 4. Delivery of Documents. The execution, sealing and delivery of the Documents by any of the Authorized Parties, in accordance with the provisions hereof, shall be conclusive evidence of the determination of the District that the execution, sealing and delivery of such Documents is in the best interest of the District and that such Documents are necessary or desirable for the completion of the applicable Schedules, as the case may be; and

Section 5. Necessary Actions. The Authorized Parties are hereby authorized and directed in the name and on behalf of the District, to take such other actions as such officers may

deem necessary or advisable, in their sole and absolute discretion, to complete any and all Schedules in accordance with the terms and provisions of the applicable Contracts.

Section 6. Automatic Termination of Authority. In the event that any of the Authorized Parties cease to be employed in the specific position identified for such Authorized Party by the District or Reedy Creek Energy Services, as the case may be, the authority granted herein to such party shall automatically and immediately terminate upon such event. In the event of termination of authority of any Authorized Party, all other Authorized Parties' limited authority hereunder shall remain in full force and effect unless and until such party's authority is terminated in accordance with this Resolution or otherwise terminated by the District in the District's sole discretion. Notwithstanding the foregoing, any Authorized Party's authority hereunder may be terminated by the District in its sole discretion at any time.


Section 7. Effective Date. This Resolution shall become effective on the date of adoption by the Board.

IN WITNESS WHEREOF, the undersigned have executed this Resolution, this 26th day of February 2020.

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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 8.1

Board Meeting Date: 07/24/2024

Subject: Renewal of Contract No. 5114 – Florida Gas Transmission Company transportation services

Presented By: Jennifer Albritton, Manager – Utility Business Affairs

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1 Contract No. 5114 ten-year renewal utilizing Florida Gas Transmission Company for natural gas firm transportation service with an estimated annual cost of \$2,570,000.

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

Central Florida Tourism Oversight District (“CFTOD” or “District”) uses natural gas for various utility requirements and entered into natural gas pipeline transportation Contract No. 5114 with the Florida Gas Transmission Company (FGT) dated October 1993. The agreement allows CFTOD to utilize FGT’s pipeline system to transport natural gas supplies to CFTOD’s natural gas customers.

In 2014, as a condition of a filed FGT Settlement with the Federal Energy Regulatory Commission (FERC), the District has the right to extend the term of the agreement for subsequent 10-year terms. The District’s most recent 10-year extension for Contract No. 5114 began on August 01, 2015, and ends on July 31, 2025. This agenda item allows CFTOD to extend Contract No. 5114 for another 10-year term beginning August 01, 2025.

FINDINGS AND CONCLUSIONS:

The Utilities Services Department is requesting approval of Contract No. 5114 with Florida Gas Transmission Company for natural gas transmission services. Staff recommends approving the renewal for the period of August 01, 2025 through July 31, 2035.

An example of the annual cost is below. This is estimated based upon the amount of natural gas utilized.

Annual FGT Contract #5114 Transportation Cost		
	#K5114 FTS-1 \$	#K5114 FTS-1 MMBtu
Oct-22	\$209,461	406,720
Nov-22	\$243,739	473,280
Dec-22	\$251,864	489,056
Jan-23	\$251,864	489,056
Feb-23	\$227,490	441,728
Mar-23	\$251,864	489,056
Apr-23	\$204,604	397,290
May-23	\$186,439	362,018
Jun-23	\$180,425	350,340
Jul-23	\$186,439	362,018
Aug-23	\$186,439	362,018
Sep-23	\$180,425	350,340
Total	\$2,561,054	4,972,920
Average Cost \$/MMBtu ==>	\$0.5150	

FISCAL IMPACT:

Funding for this purchase is budgeted for FY2024-25 in the amount of \$2,570,000, and will be budgeted for subsequent years funded through utility rates.

PROCUREMENT REVIEW:

This contract has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contract Extension

SERVICE AGREEMENT
Firm Transportation Service - Market Area
RATE SCHEDULE FTS-1
Contract No. 5114

THIS AGREEMENT entered into this _____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Central Florida Tourism Oversight District (herein called "Shipper"),

W I T N E S S E T H

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity

("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI
Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective 08/01/2025 and shall continue in effect through 07/31/2035. In accordance with the provisions of Section 20 of the General Terms and Conditions of the Transporter's Gas Tariff, Shipper has selected ROLLOVER.

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

ARTICLE VII
Point(s) of Receipt and Delivery and Maximum Daily Quantities

7. The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VIII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: Central Florida Tourism Oversight District
751 Backstage Lane
Orlando FL 32830
Attention: Ray Crooks
Director, Utility Business Affairs
Telephone No. (407)448-3315
Fax No.

ARTICLE IX
Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

Article X – Not Applicable

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions under Historic Rate Schedule FTS-2 Service Agreement

Article XII – Not Applicable

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A, B and C (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION. IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper: Contract No. 5114 dated 08/01/2015.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above. IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

FLORIDA Gas Transmission Company, LLC

SHIPPER

Central Florida Tourism Oversight District

By _____

Name Beth Hickey

Title EVP - US Gas Pipelines

Date _____

By _____

Name Charbel Barakat

Title Vice Chair of the Board of Supervisors

Date _____

EXHIBIT A
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
Central Florida Tourism Oversight District
DATED
11/01/1993
Contract No. 5114
Amendment No. 10
Effective Date of this Exhibit A: 08/01/2025

Date Range: 8/1/2025 to 7/31/2035

<u>Point(s) of Receipt</u>		<u>Maximum Daily Quantity (MMBtu)</u>			
<u>Point Description</u>	<u>Point</u>	<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
Zone 1					
NGPL Jefferson	10240	0	0	0	3,861
Zone 1 Total:		0	0	0	3,861
Zone 2					
NGPL Vermilion	57391	4,723	5,000	5,000	5,000
Columbia Gulf-Lafayette	62410	2,693	2,280	3,235	0
Frisco Acadian	78533	2,500	2,159	2,646	3,588
Zone 2 Total:		9,916	9,439	10,881	8,588
Zone 3					
SNG Franklinton (Rec)	10095	2,498	1,773	1,773	2,498
GSPL St Helena	10109	829	466	466	829
Zone 3 Total:		3,327	2,239	2,239	3,327
Total MDTQ:		13,243	11,678	13,120	15,776

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
Central Florida Tourism Oversight District
DATED
11/01/1993
Contract No. 5114
Amendment No. 10
Effective Date of this Exhibit B: 08/01/2025

Date Range: 8/1/2025 to 7/31/2035

Point(s) of Delivery

<u>Point Description</u>	<u>Point</u>	<u>Maximum Daily Quantity (MMBtu)</u>			
		<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
Generating Division - DIVISION MDTQ	78237	9,665	8,392	9,665	9,665
Reedy Creek Gen-Assoc Point	16257	9,665	8,392	9,665	9,665
Theme Park Division - DIVISION MDTQ	78242	1,238	1,109	1,054	1,907
Reedy Creek Theme-Assoc Point	16175	1,238	1,109	1,054	1,907
Residential Division - DIVISION MDTQ	78244	2,340	2,177	2,401	4,204
Reedy Creek Resid-Assoc Point	16174	2,340	2,177	2,401	4,204
Total MDTQ:		13,243	11,678	13,120	15,776

(Quantities are exclusive of Fuel Reimbursement.)

FOR INTERNAL USE ONLY
Contract No. 5114
BA Id. 6075
DUNS No. 091306597

**EXHIBIT C
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
Central Florida Tourism Oversight District
DATED
11/01/1993
Contract No. 5114
Amendment No. 10
Effective Date of this Exhibit C: 08/01/2025**

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

Realignment of Points

X Contract Extension

The parties hereby agree to a 10 year Rollover contract extension, amending the agreement termination date from 07/31/2025 through 07/31/2035.

Contract Quantity

Administrative Contract Consolidation

Service Agreement Number

MDTQ

Termination Date

Extension Rights

TRANSPORTER
FLORIDA GAS TRANSMISSION COMPANY, LLC

SHIPPER
Central Florida Tourism Oversight District

By: _____
Name: Beth Hickey

By: _____

Name: Charbel Barkat

Title: EVP - US Gas Pipelines

Title: Vice-Chairman of the Board of Supervisors

Date: _____

Date: _____

3/3
FILE COPY

5114

copy
T J copy

Firm Transportation Service Agreement
Rate Schedule FTS-1

THIS AGREEMENT is entered into this 1st day of October, 1993, between Florida Gas Transmission Company, a Delaware corporation ("Transporter"), and Reedy Creek Improvement District, a Florida corporation ("Shipper").

W I T N E S S E T H :

WHEREAS, Shipper has completed and submitted to Transporter a valid request for transportation service under Rate Schedule FTS-1 ("Request"), which is contained in Transporter's F.E.R.C. Gas Tariff, as revised from time to time; and

WHEREAS, Transporter is willing to provide firm transportation service in accordance with the Request and this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Transporter and Shipper agree as follows:

ARTICLE I ✓
Quantity

1.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis by Division if applicable, on Exhibit B attached hereto.

1.2 Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's Fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation

at the Receipt Points, up to the maximum daily quantity specified for each Receipt Point as set out on Exhibit A, and to transport and make available for delivery to Shipper at each Delivery Point, up to the maximum daily quantity at such Delivery Point specified on Exhibit B, the amount tendered by Shipper less Transporter's Fuel, if applicable; provided, however, that Transporter is not required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE II No Notice Transportation Service

To the extent Shipper has subscribed for No Notice Transportation Service under Rate Schedule NNTS, the NNQ by division, if applicable, is set forth in the NNTS Addendum to this Agreement. Transporter will provide No Notice Transportation Service in accordance with the terms and conditions of Rate Schedule NNTS and within Shipper's MDTQ under this Agreement.

ARTICLE III Payment

3.1 Shipper shall pay Transporter for all service rendered hereunder the rates established under Transporter's Rate Schedule FTS-1 and NNTS (if applicable), as revised from time to time.

3.2 In the event Shipper fails to pay Transporter for service provided hereunder, Transporter's right to terminate this Agreement shall be governed by the applicable provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions, regarding invoicing and payment, and suspension or termination of service.

ARTICLE IV
Term of Agreement

any recent settlements
on FTS-1?

effective date
Nov. 1 1993

4.1 The primary term of this Agreement will commence on the later of (i) October 1, 1993; or (ii) the Effective Date of the Settlement and Compliance Filing filed by Transporter on June 16, 1993 in Docket No. RS92-16-000, et al., and shall expire on August 1, 2005.

4.2 Upon expiration of the primary term, Shipper has the unilateral right to rollover this Agreement for subsequent 10-year term(s) subject to the applicable provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions regarding the 10-Year Rollover Option.

ARTICLE V
Primary Receipt and Delivery Point(s)

The Primary Receipt and Delivery Point(s) are set forth in Exhibit A and Exhibit B, respectively. Shipper may request changes to its Primary Receipt and Delivery Point(s). Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.

ARTICLE VI
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other address designated in writing by the party:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company
P. O. Box 1188
1400 Smith Street
Houston, Texas 77251-1188
Attention: Marketing Administration
Telephone: (713) 853-6034
Fax: (713) 853-6756

Shipper: Reedy Creek Improvement District
P.O. Box 10000
Lake Buena Vista, FL 32830
Attention: Tom Moses
Telephone: (407) 828-2241
Fax: (407) 828-8096

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company
NationsBank ABA No. 053000196
Account No. 001658806
Charlotte, North Carolina

Shipper: Reedy Creek Improvement District Utilities Revenue Fund
Sun Bank NA ABA No. 063102152
Account No. 6215215046213
Orlando, FL

ARTICLE VII
Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide service to Shipper in accordance with the terms of this Agreement, Rate Schedules FTS-1 and NNTS (if applicable), and the General Terms and Conditions of Transporter's F.E.R.C. Gas Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Agreement.

ARTICLE VIII
Pressure

8.1 The quantities of gas delivered or caused to be delivered by Shipper shall be delivered at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Receipt Point(s).

8.2 Transporter has no obligation to provide compression or alter its system operation to deliver gas at the Delivery Point(s).

ARTICLE IX
Miscellaneous

9.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided, however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

9.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

9.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

9.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS NOTWITHSTANDING ANY CONFLICT OF LAW RULES WHICH MAY REQUIRE THE APPLICATION OF ANOTHER JURISDICTION.

9.5 Subject to Paragraph 4.1 above, this Agreement supersedes and cancels the following Service Agreement(s) between Transporter and Shipper:

3270	FTS-1	Contract Date 11/01/89
4357	DIRECT FIRM	Contract Date 11/01/89
4356	G	Contract Date 11/01/89

9.6 This Agreement is subject to the provisions of Rate Schedules FTS-1 and NNTS (if applicable), and the applicable provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions, as may be revised from time to time.

9.7 [Reserved for future use]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

plf gsk
FLORIDA GAS TRANSMISSION COMPANY

By *Peter E. Weidler*
Peter E. Weidler
Title Vice President of Marketing *tel*

SHIPPER

REEDY CREEK IMPROVEMENT DISTRICT

By *Thomas R. Moore*
Title District Administrator

Exhibit A
to
Firm Transportation Service Agreement
Between
Florida Gas Transmission Company
and
Reedy Creek Improvement District
Dated
October 1, 1993

Description of Point(s) of Receipt	POI	Maximum Daily Quantities*			
		(MMBtu)			
		Oct	Nov-March	April	May-Sept
PRODUCTION ZONE 1					
HPL MAT Magnet Withers	8576	788	1,267	811	674
NGPL Jefferson County	10240	2,407	2,935	2,854	2,162
Johnson's Bayou	282	1,546	1,496	1,120	1,383
ZONE 1 TOTAL - C.S. #7 EUNICE	25306	4,741	5,698	4,785	4,219
PRODUCTION ZONE 2					
Trunkline Vermilion	25405	1,648	-0-	-0-	746
Sabine Kaplan	23062	3,729	4,199	3,755	2,928
UGPL St Landry	10102	942	1,513	963	398
Tetco St Landry Krotz	10147	-0-	-0-	-0-	1,220
ZONE 2 TOTAL - C.S. #8 ZACHARY	25412	6,319	5,712	4,723	5,292
PRODUCTION ZONE 3					
SNG Franklinton Wash	10095	1,600	3,627	3,261	1,773
UGPL St Helena	10109	460	739	474	394
ZONE 3 TOTAL - C.S. #11 MOUNT VERNON	25309	2,060	4,366	3,735	2,167
TOTAL MDQ:		13,120	15,776	13,243	11,678

Shipper to provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions.

* Exclusive of Transporter's fuel

Date of this Exhibit A: October 1, 1993

Exhibit B
To
Firm Transportation Service Agreement
Between
Florida Gas Transmission Company
and
Reedy Creek Improvement District
Dated
October 1, 1993

Description of Point(s) of Delivery	POI	Maximum Daily Quantities (MMBtu)			
		Oct	Nov-March	April	May-Sept
RESIDENTIAL DIVISION					
1. Residential	16174 ^{3/02}	2,401	4 ,204	2,340	2,177
Division MDTQ:		2,401	4 ,204	2,340	2,177
THEME PARK DIVISION					
2. Theme Park	16175 ^{3/01}	1,054	1,907	1,238	1,109
Division MDTQ:		1,054	1,907	1,238	1,109
GENERATING DIVISION					
3. Generating	16257 ^{3/02}	9,665	9,665	9,665	8,392
Division MDTQ:		9,665	9,665	9,665	8,392
TOTAL MDTQ:		13,120 ✓	15,776 ✓	13,243 ✓	11,678 ✓

Date of this Exhibit B: October 1, 1993

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 8.2

Board Meeting Date: 07/24/2024

Subject: First Amendment of Agreement for Purchase and Sale of Electric Capacity and Energy with Florida Municipal Power Agency (All Requirements Power Supply Project).

Presented By: Jennifer Albritton, Manager – Utility Business Affairs

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item 8.2 First Amendment of Agreement for Purchase and Sale of Electric Capacity and Energy with Florida Municipal Power Agency (All Requirements Power Supply Project) with an estimated annual capacity cost of \$6,004,000.

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

Central Florida Tourism Oversight District (“CFTOD” or “District”) purchases electric capacity to serve customer demands and meet the Florida Reliability Coordinating Council (FRCC) capacity planning and reserve requirements. CFTOD entered into a purchase agreement with Florida Municipal Power Agency (FMPA) in November 2022 for the period January 2025 through December 2029. The agreement allows CFTOD to purchase up to the Capacity Quantity each month to serve the customers’ electric needs and to meet the capacity planning and reserve requirements.

In 2022, when the FMPA Capacity Quantities were determined, the quantities were based on forecasted need and other CFTOD planned capacity resources. After entering the FMPA agreement a separate planned resource changed supplier and availability moved to the fall of 2026. A replacement resource is required to supply the capacity needs. This amendment allows CFTOD to change the term of the contract to begin in October 2024 and increase the Capacity Quantity. This amendment will enable CFTOD to supply customer demands and meet the FRCC capacity planning and reserve requirements.

FINDINGS AND CONCLUSIONS:

The Utilities Services Department is requesting approval of the First Amendment of the Agreement for Purchase and Sale of Electric Capacity and Energy with Florida Municipal Power Agency (All Requirements Power Supply Project). Staff recommends approving the extension of the term of the agreement to increase CFTOD’s Capacity Quantity.

FISCAL IMPACT:

Funding for the FMPA Capacity is budgeted for FY25 in the amount of \$6,004,000 and will be funded through utility rates.

PROCUREMENT REVIEW:

This contract has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District’s General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

First Amendment

**FIRST AMENDMENT
TO THE
AGREEMENT FOR THE
PURCHASE AND SALE OF ELECTRIC CAPACITY AND ENERGY
BETWEEN
REEDY CREEK IMPROVEMENT DISTRICT
AND
FLORIDA MUNICIPAL POWER AGENCY
(ALL-REQUIREMENTS POWER SUPPLY PROJECT)**

This FIRST AMENDMENT to that certain Agreement for the Purchase and Sale of Electric Capacity and Energy between Reedy Creek Improvement District (“RCID”) and Florida Municipal Power Agency (“FMPA”) entered into as of the 17th day of November, 2022, (the “AGREEMENT”), is made and entered into this _____ day of _____, 2024 between FMPA and RCID.

WITNESSETH

WHEREAS, FMPA and RCID entered into that certain Agreement for the Purchase and Sale of Electric Capacity and Energy between Reedy Creek Improvement District (“RCID”) and Florida Municipal Power Agency (“FMPA”) as of the 17th day of November, 2022, (the “Agreement”), pursuant to which FMPA agreed to sell and RCID agreed to purchase Firm Wholesale Electric Service, as defined therein;

WHEREAS, Florida House Bill 9-B, entitled “An act relating to the Reedy Creek Improvement District, Orange and Osceola Counties” became effective February 23, 2023, which, among other things, renamed the Reedy Creek Improvement District the “Central Florida Tourism Oversight District.” (hereinafter “CFTOD”);

WHEREAS, FMPA and CFTOD wish to amend the AGREEMENT as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and mutual benefits to be obtained from the covenants herein, FMPA and CFTOD agree as follows:

1. Subject to the satisfaction of the conditions precedent set forth in Paragraph 8 below, the following sections of the AGREEMENT are amended as follows:

2. **CFTOD; DEFINED TERMS.** (a) All references to the “Reedy Creek Improvement District” and “RCID” in the AGREEMENT are hereby amended to “Central Florida Tourism Oversight District” and “CFTOD,” respectively.

(b) Unless otherwise defined in this Amendment, all capitalized terms used herein shall have the meaning set forth in the AGREEMENT.

3. **Section 2.1 Firm Wholesale Electric Service.** Section 2.1 of the AGREEMENT is amended and restated in its entirety as follows:

Commencing on October 1, 2024 at 12:00 am EST (the “Service Date”) and continuing through December 31, 2029 at 11:59 pm EST (the “Term”), in accordance with the terms and subject to the conditions hereof, FMPA shall provide and deliver wholesale electric service and CFTOD shall purchase and receive wholesale electric service, which services shall be referred to as “Firm Wholesale Electric Service” and consist of the following:

- (1) a variable, partial-requirements supply of capacity (the “Capacity Quantity”) as set forth in Appendix A; and
- (2) associated energy as scheduled by CFTOD (the “Energy Quantity”) as described in Appendix A and pursuant to Article 11.

4. **Section 3.2 Service Date.** Section 3.2 of the AGREEMENT is amended and restated in its entirety as follows:

The obligations of the Parties in respect of the supply, delivery, purchase and receipt of Firm Wholesale Electric Service shall commence on October 1, 2024 at 12:00 a.m. E.S.T (the “Service Date”).

5. **Section 14.1 General Representation and Warranties.** Subsection 14.1(f) is hereby amended and restated in its entirety as follows:

this Amendment, but such effectiveness shall be expressly conditioned upon the occurrence of the following:

- (a) Unless waived in writing by FMPPA and CFTOD on or before September 30, 2024, CFTOD has obtained transmission service from DEF necessary to receive at the Delivery Point that portion of the Firm Wholesale Electric Service that is being added to the AGREEMENT pursuant to this Amendment by September 20, 2024.

9. **NO OTHER AMENDMENT.** Except as expressly provided in herein, the AGREEMENT is and shall remain unchanged and in full force and effect and nothing contained in this Amendment shall abrogate, prejudice, diminish, or otherwise affect any powers, right, remedies or obligations of either Party arising prior to the date first set forth above. This Amendment and the AGREEMENT constitute the entire agreement and understanding between the parties to this Amendment with respect to the matters covered by this Amendment and supersedes any and all prior agreements or understandings, written or oral, with respect to such matters.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this FIRST AMENDMENT to be executed by their duly authorized officers, and copies delivered to each party, as of the day and year first above stated.

**FLORIDA MUNICIPAL POWER AGENCY
(ALL-REQUIREMENTS POWER SUPPLY PROJECT)**

By: _____
Jacob Williams, General Manager and CEO

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

By: _____
, District Administrator

ATTEST:

By: _____
, District Clerk

**AGREEMENT FOR
PURCHASE AND SALE OF ELECTRIC CAPACITY AND ENERGY
BETWEEN
REEDY CREEK IMPROVEMENT DISTRICT
AND
FLORIDA MUNICIPAL POWER AGENCY
(ALL-REQUIREMENTS POWER SUPPLY PROJECT)**

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AGREEMENT FOR PURCHASE AND SALE OF ELECTRIC CAPACITY AND ENERGY

This AGREEMENT FOR PURCHASE AND SALE OF ELECTRIC CAPACITY AND ENERGY (this "Agreement") is entered into as of the 17th day of November, 2022, by and between REEDY CREEK IMPROVEMENT DISTRICT, a special district and political subdivision of the State of Florida, duly constituted under Florida law ("RCID"), and FLORIDA MUNICIPAL POWER AGENCY (ALL-REQUIREMENTS POWER SUPPLY PROJECT), a governmental legal entity created and existing pursuant to Florida law ("FMPA"). RCID and FMPA are referred to also in this Agreement individually as a "Party," or collectively as the "Parties."

WHEREAS, FMPA was created pursuant to the Florida Interlocal Cooperation Act of 1969, § 163.01, Fla. Stat. (the "Interlocal Act"), and the Joint Power Act, Ch. 361, part II, Fla. Stat. (the "Joint Power Act"), and exercises power and authority granted to it under both or either provision pursuant to its enumerated powers set forth in the Interlocal Agreement Creating the Florida Municipal Power Agency, as amended and supplemented to the date of this Agreement and as may be amended and supplemented afterwards (the "Interlocal Agreement," and collectively with the Interlocal Act and the Joint Power Act, the "Act") to, among other things, provide a means for Florida municipalities and other electric utilities which are members of FMPA to cooperate with each other on a basis of mutual advantage to provide for the present and projected electric energy needs of such municipal corporations and other entities;

WHEREAS, FMPA is authorized and empowered, among other things, (1) to plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend, or otherwise participate jointly in one or more electric projects; (2) to make and execute contracts and other instruments necessary or convenient in the exercise of the powers and functions of FMPA under Florida law; (3) to issue bonds, notes, and other evidences of indebtedness to pay all or part of the costs of acquiring or participating in such electric projects; (4) to exercise all other powers which may be necessary and proper to further the purposes of FMPA which have been or may be granted to FMPA under the laws of the State of Florida; and (5) to market and dispose of its surplus capacity and energy for the economic benefit of the All-Requirements Power Supply Project;

WHEREAS, in order to secure an adequate, reliable, and economical supply of electric capacity and energy to supply, with certain exceptions, all of the needs for electric capacity and energy of certain FMPA members contracting with FMPA (the "Project Participants"), FMPA established the "All-Requirements Power Supply Project," which constitutes an "electric project" and a "project" as defined in the Interlocal Act and the Joint Power Act, respectively, and created the System to carry out the All-Requirements Power Supply Project. FMPA has implemented the All-Requirements Power Supply Project by acquiring electric capacity and energy and providing for dispatch, transmission, and other services for sale and delivery to Project Participants contracting with FMPA through whatever means it deems advisable, including, without limitation, the purchase of capacity and energy and dispatching, transmission, and other services, and the

ownership or leasing of generation, dispatching, and transmission facilities or any interest therein or output or services from such generation, dispatching, and transmission facilities;

WHEREAS, the actions taken and to be taken by FMPA to implement the All-Requirements Power Supply Project have been authorized by the Interlocal Act, the Joint Power Act and the Interlocal Agreement, which Interlocal Agreement, the All-Requirements Contract, and this Agreement each constitute an "agreement to implement a project" and a "joint power agreement," as such terms are used in the Joint Power Act.

WHEREAS, FMPA wishes to supply Firm Wholesale Electric Service to RCID, and RCID desires to acquire such power supplies from FMPA, on the terms and conditions set forth herein.

WHEREAS, the capacity and energy that FMPA is selling and delivering to RCID pursuant to the terms of this Agreement is surplus to the needs of the All-Requirements Power Supply Project.

WHEREAS, RCID desires to become a Wholesale Purchasing Member of FMPA, as defined in the FMPA Interlocal Agreement and FMPA By-Laws, as amended.

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

ARTICLE 1 DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Article 1 unless the context clearly requires otherwise.

“Ancillary Services” shall mean interconnected operations services identified by the Federal Energy Regulatory Commission or other regulatory bodies or agreements as necessary to effect a transfer of capacity and energy from FMPA to RCID.

“Applicable Law” shall have the meaning set forth in Section 21.11.

“Broker” shall have the meaning set forth in Section 11.3(b).

“Business Day” means any day except a Saturday, Sunday, or NERC holiday.

“Capacity Charge” shall have the meaning set forth in Appendix A.

“Capacity Quantity” shall have the meaning set forth in Section 2.1.

“Change in Law Costs” shall have the meaning set forth in Section 21.11.

“Charges” shall mean the Capacity Charge, Non-Fuel Energy Charge, and Fuel Charge set forth in Appendix A.

“Claims” shall mean all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of

an indemnity under this Agreement, and the resulting losses, damages, expenses, third party attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

"DEF" means Duke Energy Florida, LLC.

"Delivery Point" shall have the meaning set forth in Appendix C.

"Due Date" shall have the meaning set forth in Section 6.1(c).

"Electronic Tag" or "e-Tag" means the electronic software mechanism used to schedule a physical Interchange Transaction and the parties to such transaction.

"Energy Quantity" shall have the meaning set forth in Section 2.1.

"Event of Default" shall have the meaning, with respect to FMPA set forth in Section 16.1, and with respect to RCID set forth in Section 16.2, of this Agreement.

"FERC" shall mean the Federal Energy Regulatory Commission.

"Firm Load" shall mean FMPA's All-Requirements Power Supply Project participants, and other wholesale customers, to whom FMPA has a contractual obligation to sell and deliver firm wholesale capacity and energy.

"Firm Wholesale Electric Service" shall have the meaning set forth in Section 2.1.

"Florida PSC" or "PSC" shall mean the Florida Public Service Commission.

"FMPA By-Laws" shall mean the Third Revised and Restated By-Laws of the Florida Municipal Power Agency, as they may be further amended by the FMPA Board of Directors.

"FMPA Interlocal Agreement" shall mean the Interlocal Agreement creating the Florida Municipal Power Agency, as amended.

"FMPA's Agents" shall mean the FMPP or Orlando Utilities Commission personnel responsible for the day-to-day and minute-to-minute unit commitment and dispatching of FMPA's generating resources, or any successor entity(ies) contracted by FMPA to perform such unit commitment and dispatching services.

"FMPP" shall mean the Florida Municipal Power Pool which is the Balancing Authority for FMPA's generating resources.

"FRCC" shall mean the Florida Reliability Coordinating Council.

"Fuel Charge" shall have the meaning set forth in Appendix A.

"Interest Rate" shall have the meaning set forth in Section 6.1(c).

"Instant Message" shall mean internet-based, real-time text transmission over the internet utilized by both Parties' energy control centers to communicate and conduct transactions and

scheduling contemplated by this Agreement. The term shall include, as of the Effective Date, ICE Chat, or its successor messaging platform implemented by both Parties.

“kWh” shall mean kilowatt-hour.

“Letter of Credit” shall mean one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U. S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody’s, in a form reasonably acceptable to the Party in whose favor the letter of credit is issued, the costs of which shall be borne by the applicant therefor.

“Losses” shall mean transmission line losses on the DEF transmission system for Firm Wholesale Electric Service between the Delivery Point and the Metering Points, as determined in accordance with DEF’s Open Access Transmission Tariff.

“Metering Point(s)” shall mean the points of interconnection between the DEF transmission system and the RCID’s system.

“MWh” shall mean Megawatt-hour or 1000 kWh.

“NERC” shall mean the North American Electric Reliability Corporation, or such successor entity approved by FERC.

“Non-Fuel Energy Charge” shall have the meaning set forth in Appendix A.

“Notice” or “Notices” shall have the meaning set forth in Section 21.2.

“OATT” shall mean Open Access Transmission Tariff.

“Party” and “Parties” shall have the meaning set forth in the first paragraph.

“Prudent Utility Practice” shall mean any of the applicable practices, methods and acts (i) required by the rules, regulations, policies and standard of state regulatory authorities having jurisdiction related to emergency operations or otherwise required by Applicable Law; or (ii) otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period; which in each case in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, safety, environmental protection, economy, and expedition. Prudent Utility Practice is intended to be acceptable practices, methods or acts generally accepted and lawful in the region and is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others.

“RCID Transmission Service” shall mean Network Integration Transmission Service (“NITS”) between RCID and DEF pursuant to the Network Integration Transmission Service Agreement between RCID and DEF (the “RCID NITSA”).

“Requesting Party” shall have the meaning set out in Section 19.2.

“Service Date” shall have the meaning set forth in Article 3.

“Term” shall have the meaning set forth in Article 3.

ARTICLE 2

FIRM WHOLESALE ELECTRIC SERVICE

Section 2.1. Firm Wholesale Electric Service.

Commencing on January 1, 2025 at 12:00 am EST (the “Service Date”) and continuing through December 31, 2029 at 11:59 pm EST (the “Term”), in accordance with the terms and subject to the conditions hereof, FMPA shall provide and deliver wholesale electric service and RCID shall purchase and receive wholesale electric service, which services shall be referred to as “Firm Wholesale Electric Service” and consist of the following:

- (1) a variable, partial-requirements supply of capacity (the “Capacity Quantity”) as set forth in Appendix A; and
- (2) associated energy as scheduled by RCID (the “Energy Quantity”) as described in Appendix A and pursuant to Article 11.

Section 2.2. Adjustments to Capacity Quantity

RCID may request to increase the Capacity Quantity for any individual calendar month by providing Notice of a specified amount to FMPA at least forty-five (45) calendar days prior to the start of such calendar month (the “Increased Capacity Quantity”). FMPA shall have the right but not the obligation to provide the requested Increased Capacity Quantity and shall provide Notice to RCID of its decision within fifteen (15) business days of receiving the request from RCID. The Capacity Quantity shall revert to the amount specified in Appendix A on the first day of the following calendar month, unless RCID has provided Notice of an Increased Capacity Quantity for such subsequent calendar month(s) in accordance with this Section 2.2. The Increased Capacity Quantity pursuant to this Section 2.2 shall be subject to and contingent upon RCID receiving the associated transmission service from its transmission service provider under terms and conditions acceptable to RCID before the first day of the requested calendar month. RCID shall provide Notice to FMPA immediately upon acquiring such transmission service or its determination that it is unable to acquire such transmission service. If RCID is unable to acquire such transmission service, the Capacity Quantity shall revert to the amount specified in Appendix A for the applicable calendar month.

ARTICLE 3

TERM

Section 3.1. Effective Date.

With the exceptions of the rights and obligations of the Parties with respect to the delivery and sale of Firm Wholesale Electric Service, which shall be subject to fulfillment or waiver in writing by FMPA of conditions precedent under Section 12.2 and the fulfillment or waiver in

writing by RCID of conditions precedent under Section 12.1, this Agreement shall be in force and effect on the latest date signed by the Parties (the “Effective Date”).

Section 3.2. Service Date.

The obligations of the Parties in respect of the supply, delivery, purchase and receipt of Firm Wholesale Electric Service shall commence on January 1, 2025 at 12:00 a.m. E.S.T (the “Service Date”).

Section 3.3. Term.

This Agreement shall remain in effect throughout the Term, unless terminated earlier under the terms of this Agreement. Termination or expiration of this Agreement shall not affect or excuse the performance of either Party under any provision of this Agreement that by its nature or terms survives any such termination or expiration.

**ARTICLE 4
OBLIGATIONS OF RCID AND FMPA**

Section 4.1. Obligations of RCID.

(a) RCID shall, during the Term, be a Wholesale Purchasing Member of FMPA, pursuant to the FMPA Interlocal Agreement and FMPA By-Laws, and, as such, buy and receive from FMPA Firm Wholesale Electric Service at the prices and amounts set forth in Appendix A.

(b) RCID shall receive delivery of and accept and shall pay FMPA a monthly payment for Firm Wholesale Electric Service on the applicable Due Date in accordance with Section 6.1.

(c) Throughout the Term, RCID shall maintain RCID Transmission Service on DEF’s transmission system to accept capacity and energy under this Agreement and shall designate Firm Wholesale Electric Service as a designated network resource pursuant to RCID’s Transmission Service Agreement with DEF.

(d) RCID shall separately secure any required Ancillary Services necessary to accept the Firm Wholesale Electric Service.

(e) RCID acknowledges and agrees that FMPA shall have no responsibility beyond the Delivery Point.

(f) RCID shall, at its own expense, comply with RCID NITSA and OATT Agreements with DEF.

Section 4.2. Obligations of FMPA.

(a) FMPA shall sell and deliver to RCID at the Delivery Point Firm Wholesale Electric Service for the duration of the Term, as a Wholesale Purchasing Member pursuant to the FMPA Interlocal Agreement and FMPA By-Laws. RCID acknowledges and agrees that FMPA shall not, with the exception of FMPA’s undertaking to use reasonable efforts to deliver Firm Wholesale Electric Service to alternative delivery points, be responsible for reductions in Firm Wholesale

Electric Service during the period of time that deliveries of Firm Wholesale Electric Service to the Delivery Point cannot be made as a result of problems or limitations on DEF's transmission system necessary for the delivery of Firm Wholesale Electric Service. In the event that FMPA is able to find an alternate delivery point not affected by such third-party transmission problem or limitation during such periods of time, FMPA or FMPA's Agents shall so notify RCID's Broker. If RCID directs FMPA to pursue such alternate delivery point, RCID shall directly reimburse FMPA for any additional direct costs FMPA incurs to provide Firm Wholesale Electric Service to such alternate delivery points. If (i) RCID directs FMPA not to pursue such alternate delivery point, (ii) time does not permit FMPA to notify RCID of the alternate delivery point, or (iii) time does not permit RCID to direct FMPA to pursue the alternate delivery point in accordance with applicable scheduling and tagging requirements, then RCID shall have no obligation to pay for or receive the Energy Quantity that otherwise would have been delivered.

(b) FMPA shall operate and maintain its generating resources and transmission system assets and equipment using Prudent Utility Practice.

(c) FMPA shall calculate the amount due on a monthly basis for all Firm Wholesale Electric Service provided in the prior calendar month and shall submit an invoice to RCID for payment. The monthly invoice shall be calculated in accordance with Section 6.1.

ARTICLE 5 SALE AND PURCHASE

(a) FMPA shall at its cost and expense sell and deliver Firm Wholesale Electric Service (i) to the Delivery Point and (ii) in the event of a problem or limitation affecting any transmission system necessary to deliver Firm Wholesale Electric Service to the Delivery Point, FMPA shall use commercially reasonable efforts to arrange delivery to an alternative delivery point. FMPA and RCID will coordinate with respect to the viability and cost responsibility of alternative delivery point, and in accordance with Article 4, prior to scheduling to such alternate delivery point(s). RCID shall purchase and receive Firm Wholesale Electric Service at the Delivery Point or alternate delivery point(s) (as applicable) during the Term. The Charges for such sale and purchase shall be as set forth in Section 6.1.

(b) The Firm Wholesale Electric Service sold and delivered by FMPA to RCID hereunder shall be three phase, 60 hertz alternating current having a nominal voltage as specified by and otherwise in accordance with interconnection protocols.

(c) RCID acknowledges and agrees that FMPA, or FMPA's Agents, shall have the absolute authority, which FMPA or FMPA's Agents may exercise in their sole discretion, to manage, control, operate and maintain the electric resources used to supply Firm Wholesale Electric Service to RCID under this agreement. FMPA may serve RCID with energy from any resource(s) available to it without limitation.

(d) The sale of Firm Wholesale Electric Service by FMPA under this agreement does not constitute either: (1) a sale, lease, transfer, or conveyance of an ownership interest or

contractual right in or to any specific generation facility or resources; or (2) a dedication of ownership or an entitlement to the capacity or output of any specific generation facility or resource operated by FMPA or the All-Requirements Power Supply Project.

ARTICLE 6 PRICE AND BILLING

Section 6.1 Billing and Payment.

(a) From and after the Service Date, on or before the 10th day following the last day of each month during the Term, FMPA shall provide to RCID an invoice showing the total amount due to FMPA for the preceding month, which invoice shall itemize (1) the monthly Capacity Charge; (2) the monthly Non-Fuel Energy Charge; (3) the monthly Fuel Charge; and (4) any other charges for which RCID is responsible under this agreement for the previous month. FMPA shall provide monthly invoices to RCID electronically at the following email address:

ray.crooks@disney.com

lisa.mears@disney.com

RCID.Broker@disney.com

(b) In addition to the payments set forth in Section 6.1(a) (Billing and Payment), each FMPA invoice shall include the following adjustments:

- (1) any billing corrections or adjustments, including charges or credits, or both, identified by either of the parties subsequent to the last invoice, which are not subject to interest;
- (2) any billing corrections, including charges or credits, that the parties have mutually agreed upon or otherwise resolved in accordance with Section 6.4 (Billing Adjustments) subsequent to the last invoice, which are subject to interest in accordance with Section 6.4 (Billing Adjustments); and
- (3) any delinquent amounts, which are subject to interest in accordance with Section 6.1(c) (Billing and Payment).

(c) Each monthly payment by RCID shall be due and payable on or before the 15th day after the date the invoice is transmitted to RCID, or the next business day if such day falls on a non-business day (the "Due Date"). RCID shall make payment to FMPA in accordance with Section 6.2 (ACH Deposit). If payment in full has not been received by FMPA on or before the Due Date, then RCID shall pay interest on the amount of RCID's monthly invoice not paid, in whole or in part, by the Due Date, from the Due Date until such amount is paid in full, together with all accrued interest. Such interest shall be compounded daily at the prime interest rate as published in the Wall Street Journal (the "Interest Rate") plus 2%. In any 24-month rolling period where RCID thrice does not make full payment by the Due Date, RCID shall within 15 days of FMPA's written Notice, deposit cash or secure a Letter of Credit for FMPA in an amount equal to

the monthly average billing over the prior 12 months. FMPA shall return the cash deposit on the first billing after this condition is no longer in effect or RCID can terminate the Letter of Credit.

Section 6.2 ACH Deposit.

Payment should be made by the transfer of funds from RCID's bank account, using an ACH Push or domestic Wire Transfer. No other payment methods are accepted, including cash, mailed check, or electronic check.

ACH/ETF:

Bank Name:	Wells Fargo
Routing Number:	# 121000248
Account Number:	# 4943550913

Wire Transfers

Bank Name:	<u>Wells Fargo Bank</u>
Routing Number:	# 121000248
Account Number:	# 4943550913
Account Name:	

Section 6.3 Disputed Bills Must be Paid.

(a) If, after receiving an invoice (or any other statement or bill pursuant to this Agreement), RCID reasonably questions or disputes the amount or propriety of any payment or amount claimed by FMPA to be due pursuant to this Agreement, RCID shall provide FMPA with written Notice of such disputed invoice amount. FMPA and RCID shall cooperate in good faith to resolve any question or dispute prior to the Due Date. However, notwithstanding the Notice of a disputed invoice amount, RCID shall make all payments in full in accordance with all invoices issued by FMPA. Adjustments with interest shall subsequently be made, if appropriate, as set forth in Section 6.4 (Billing Adjustments).

Section 6.4 Billing Adjustments.

(a) RCID shall have twelve (12) months after the receipt of any invoice (or any other statement or bill made pursuant to this Agreement) to question or contest the amount or propriety of any charge or credit, or both, on such invoice, statement, or bill. In the event RCID questions or disputes any such charge or credit, or both, FMPA shall within 60 days of its receipt of any such question or dispute to review the subject charge or credit and provide Notice to RCID of the findings of its review. Any error in the amounts reflected on such disputed invoice, statement, or bill and the amount of any adjusted payment that either Party is required to make as a result of such re-determination will be identified by FMPA in writing.

(b) If, within twelve (12) months of issuance, FMPA discovers an error in any invoice issued pursuant to this Agreement, FMPA shall have the right to correct such invoice. Any invoice

correction shall be in writing and shall state the specific basis for the correction. An invoice correction shall constitute a new invoice for all purposes of this Agreement.

(c) Not later than the 15th day after receipt by RCID of written notification from FMPA of a billing adjustment pursuant to this Section 6.4 (Billing Adjustments), the Party required to make such payments, if any, shall make payment to the other Party in immediately available funds. If a billing adjustment made pursuant to this Section 6.4 (Billing Adjustments) results in a payment by FMPA to RCID, such amount shall include interest, compounded daily, at the Interest Rate from the date payment was received by FMPA until the date such payment together with all added interest is paid.

Section 6.5 Availability of Records.

Until the end of twelve (12) months after the receipt of any invoice, each Party shall, at its own expense with respect to any invoice submitted or payment requested under this Agreement for Firm Wholesale Electric Service provided to RCID, make available to the other Party and each Party may audit, such books and records of the other Party (or other relevant information to which such Party has access) as are reasonably necessary to calculate and determine the accuracy of amounts shown on such invoice to verify the appropriateness of the invoiced amounts. Upon written request and reasonable notice, each Party shall make available to the other Party copies of or access to such books and records during normal business hours, at such requesting Party's sole expense for purposes of conducting such an audit. In the event either Party determines that an invoice was not accurate or appropriate, it shall provide Notice to the other Party in writing of the alleged discrepancy and, in its opinion, the necessary correction. Within 15 days following receipt of such Notice, the Party receiving such Notice shall make such payments or take such other actions as are necessary to correct or dispute the alleged discrepancy.

Section 6.6. Taxes, Fees and Levies, Sales for Resale.

(a) FMPA shall be obligated to pay all present and future applicable taxes, fees and levies that may be assessed upon FMPA by any governmental authority on the sale to RCID of Firm Wholesale Electric Service or any component thereof. From and after the Effective Date, FMPA shall promptly provide Notice to RCID of the commencement of any legislative, regulatory, administrative or other governmental action, of which it becomes aware, imposing any new taxes, fees and/or levies (or any increases in the rates of any taxes, fees and/or levies) (collectively, "New Tax") upon the sale of Firm Wholesale Electric Service. Each such New Tax shall be identified in a separate line item on the monthly invoice from FMPA to RCID for Firm Wholesale Electric Service. RCID shall reimburse FMPA for any New Tax paid by FMPA as a result of providing Firm Wholesale Electric Service to RCID under this Agreement.

ARTICLE 7
WHOLESALE PURCHASING MEMBERSHIP

Section 7.1. Wholesale Purchasing Membership.

Pursuant to this Agreement, RCID hereby requests, and FMPA hereby accepts, RCID's membership as a Wholesale Purchasing Member of FMPA, as defined in the FMPA Interlocal Agreement and FMPA By-Laws. RCID's Wholesale Purchasing Membership rights and obligations are limited to the rights and obligations provided in this Agreement. RCID is not entitled to designate a director to serve on the FMPA Board of Directors, nor may RCID participate in an FMPA project without becoming a signatory and party to the FMPA Interlocal Agreement.

ARTICLE 8
RESERVED

ARTICLE 9
CONTINUITY OF SERVICE

Section 9.1. Interruptions.

FMPA shall supply and deliver Firm Wholesale Electric Service hereunder to the Delivery Point with the firmness and priority equal to FMPA's Firm Load. FMPA shall not be responsible for any failure to deliver Firm Wholesale Electric Service and RCID shall not be responsible to pay for any Firm Wholesale Electric Service not delivered to the Delivery Point due to (a) transmission system operations outside of FMPA's transmission system or (b) interruptions of transmission service necessary to deliver Firm Wholesale Electric Service to RCID if initiated by the FRCC reliability coordinator. FMPA disclaims any liability for third-party claims arising out of any failure to supply Firm Wholesale Electric Service hereunder, or for interruption or abnormal voltage of the supply.

Section 9.2. Capacity Shortfalls.

During the Term, in the event of a capacity shortfall that requires load interruption, FMPA shall take such action as set forth in Section 11.4 showing no adverse distinction between RCID and FMPA's Firm Load.

Section 9.3. Shortfall Notification.

FMPA will promptly inform RCID as soon as possible under the circumstances upon becoming aware of any event, occurrence or circumstance that will result in load shedding or otherwise cause a material reduction or an interruption or suspension of delivery of Firm Wholesale Electric Service to RCID.

ARTICLE 10 DELIVERY VOLTAGE

Section 10.1 Delivery Voltage.

The delivery voltage at the Delivery Point (or any alternate delivery point) shall be as agreed between DEF and FMPA. FMPA and RCID shall maintain close coordination with respect to future delivery points in the interests of system reliability. Each Party shall endeavor, to the extent practicable, to keep the other Party advised of significant developments related to their respective power supply facilities.

ARTICLE 11 DELIVERY, LOSSES, AND SCHEDULING

Section 11.1. Delivery.

Firm Wholesale Electric Service shall be delivered by FMPA to RCID at the Delivery Point. Title to and risk of loss related to the Firm Wholesale Electric Service shall transfer from FMPA to RCID at the Delivery Point free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point. FMPA shall not incur any expense or risk beyond the Delivery Point and RCID shall not incur any expenses or risk up to and at the Delivery Point.

Section 11.2. Losses.

RCID is responsible for supplying energy to serve Losses in accordance with the RCID NITSA.

Section 11.3 Scheduling.

(a) RCID shall have the right but not the obligation to schedule an Energy Quantity. RCID shall be responsible for all tagging and other generation scheduling activity necessary for the delivery of the Energy Quantity. Notification of the desired Energy Quantity, which may be any whole MW increment from zero (0) up to the Capacity Quantity (as specified in Appendix A) or Increased Capacity Quantity (pursuant to Section 2.2) for each hour for a minimum of eight (8) consecutive hours each day, shall be made to FMPP's trading desk by recorded phone line or Instant Message no later than 8 AM Eastern Prevailing Time (EPT) on the Business Day prior to the schedule start. Any change to a schedule made after the scheduling deadline shall be deemed a schedule change. RCID may make up to six (6) schedule changes per Calendar Day, provided the amount of change for any given hour may not exceed 20 MW per change. RCID must provide any changes to the schedule via the electronic tag at least one (1) full hour prior to the start of the ramp into the hour being changed. For example, the tag must be modified and approved by 1550 EPT for a schedule change to hour ending 1800 EPT. A schedule change that is made to a single hour or multiple consecutive hours when communicated to FMPP in a single communication is considered one schedule change. All scheduled deliveries will be implemented by the FMPP to the extent consistent with Good Utility Practice and the written tariff scheduling parameters of the

Transmission Provider. Each Party shall promptly notify the other Party's Broker of any known applicable communication equipment failure that could affect the Party's ability to schedule energy hereunder and the Parties shall work together to avoid any interruption of service upon a failure of electronic transmittal of a schedule.

(b) For purposes of scheduling coordination, or any other notice required by this Agreement to be sent to a Party's "Broker", the following contact information shall be used (each a Party's "Broker" for purposes of this Agreement):

FMPA Brokers:

Florida Energy Marketing: fem@ouc.com, 407-434-4318

FMPP ECC: fmpp_interchange@ouc.com, 407-434-4383

With copy to: fmpp@fmpa.com

RCID Broker:

RCID.Broker@disney.com, 407-824-4990

Section 11.4 Constancy of Service.

(a) FMPA shall provide Firm Wholesale Electric Service with a priority and firmness equal to FMPA Firm Load.

(b) Notwithstanding any other provision of this agreement, during the Term, in the event that FMPA, or FMPA's Agents, determines in its sole discretion that it is necessary or appropriate for FMPA or the FMPA's control area to shed, interrupt, or curtail Firm Load (including for reason that adequate resources are not available), and FMPA or the control area operator does shed, interrupt or curtail such loads, then the Firm Wholesale Electric Service schedules will be curtailed on a pro rata basis with all of FMPA's Firm Load. Thereafter, Firm Wholesale Electric Service will be restored consistent with the restoration of service to FMPA's Firm Load. For actions taken pursuant to this Section 11.4(b), neither FMPA, nor FMPA's Agents shall be in breach of this agreement by reason of, and shall have no liability whatsoever to RCID and FMPA hereby expressly disclaims all third party liability for, any failure to make capacity available under this agreement, or for any failure to deliver or any interruption in the delivery of energy under this Agreement or for any deficiency in the quality of service under this Agreement unless such failure is the sole result of the gross negligence or willful misconduct of FMPA.

(c) RCID shall follow FMPP operator instructions regarding schedule curtailment. If RCID does not follow the timely instructions of FMPA's Agents for system operations, and RCID's inaction results in FMPA having to purchase emergency or other energy, or results in any imbalance, unreserved use or other penalties to either FMPA or RCID, or any other penalties or costs, FMPA shall not be responsible for any such costs incurred by FMPA or RCID, or both.

ARTICLE 12

CONDITIONS PRECEDENT

Section 12.1. RCID Conditions Precedent.

The obligations of RCID under this Agreement to purchase and receive Firm Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and satisfaction of each of the following conditions on or before January 1, 2024, any one of more of which may be waived only in writing, in whole or in part, by RCID:

(a) Representations, Warranties and Covenants True at the Effective Date.

(i) All representations and warranties of FMPA contained in this Agreement shall be true and correct in all material respects as of the date when made and at and as of the Effective Date as though such representations and warranties had been made or given on such date (except to the extent such representations and warranties specifically pertain to an earlier date), except (A) for changes contemplated by this Agreement and (B) where the failure to be true and correct will not have a material adverse effect on RCID's rights, remedies or benefits under this Agreement; (ii) FMPA shall have performed and complied with, in all material respects, its obligations that are to be performed or complied with by it hereunder prior to or on the Effective Date; and (iii) FMPA shall have delivered a certificate signed by one of its duly authorized officers certifying as to the fulfillment of the conditions set forth in the foregoing clauses (i) and (ii).

(b) No Material Adverse Change. No change in the business, properties, assets, generating resources, transmission system, financial condition, results of operations or prospects of FMPA shall have occurred and be continuing or with the passage of time, the giving of notice or both, shall be reasonably likely to occur which have a material adverse effect on FMPA's ability to perform its obligations under this Agreement.

(c) Absence of Litigation. No claims, actions, suits, investigations, grievances, arbitrations or proceedings shall be pending or threatened against FMPA with respect to the transactions contemplated hereunder or the adverse outcome of which would have a material adverse effect on the ability of FMPA to perform its respective obligations under this Agreement.

(d) Transmission Service. RCID has obtained transmission service from DEF necessary to receive Firm Wholesale Electric Service at the Delivery Point by January 1, 2024.

Section 12.2. FMPA Conditions Precedent.

The obligations of FMPA under this Agreement to sell and deliver Firm Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and satisfaction of each of the following conditions on or before January 1, 2024, any one or more of which may be waived only in writing, in whole or in part, by FMPA:

(a) Representations, Warranties and Covenants True at the Effective Date.

(i) All representations and warranties of RCID contained in this Agreement shall be true and correct in all material respects when made and at and as of the Effective Date and at and as of the Service Date as though such representations and warranties had been made or given

on such date (except to the extent such representations and warranties specifically pertain to an earlier date), except (A) for changes contemplated by this Agreement and (B) where the failure to be true and correct will not have a material adverse effect on FMPA's rights, remedies or benefits under this Agreement; and (ii) RCID shall have performed and complied with, in all material respects, its obligations that are to be performed or complied with by it hereunder prior to or on the Effective Date.

(b) No Material Adverse Change. No material adverse change in RCID's electric facilities, electric business, financial condition, results of operations or prospects of RCID shall have occurred and be continuing, or with the passage of time, the giving of notice or both, shall be reasonably likely to occur as of the Service Date.

(c) Absence of Litigation/Legislative Action. No claims, actions, suits, grievances, investigations, arbitrations or proceedings shall be pending or threatened against RCID with respect to this Agreement which might have a material adverse effect on the ability of RCID to perform its respective obligations under this Agreement.

(d) Transmission Service. RCID has obtained transmission service from DEF necessary to receive Firm Wholesale Electric Service at the Delivery Point by January 1, 2024.

Section 12.3. Coordination.

RCID and FMPA shall cooperate with each other and use all commercially reasonable efforts to (a) promptly prepare and file all necessary documentation, (b) effect all necessary applications, notices, petitions and filings and execute all agreements and documents, and (c) obtain all necessary consents, approvals and authorizations, including those of other parties necessary or advisable to consummate the transactions contemplated by this Agreement, all of which are set forth in Appendix B.

Each Party shall keep the other Party reasonably apprised of the status of the conditions precedent to the occurrence of the Service Date applicable to it. The Parties shall reasonably coordinate so that subject to the satisfaction of other prior conditions, the certificates and opinions to be delivered by a Party hereunder in connection with the Effective Date have been provided by the Effective Date.

ARTICLE 13 TERMINATION

Section 13.1. Termination Prior to Service Date.

If the conditions precedent to RCID's obligations hereunder set forth in Section 12.1 hereof have not been satisfied or waived on or prior to January 1, 2024, then on or before April 1, 2024, RCID may terminate this Agreement upon written Notice of termination to the FMPA, without any liability or obligation of either Party to the other as a result of such termination.

If the conditions precedent to FMPA's obligations hereunder set forth in Section 12.2 hereof have not been satisfied or waived on or prior to January 1, 2024, then on or before April 1,

2024, FMPA may terminate this Agreement upon written Notice of termination to RCID, without any liability or obligation of either Party to the other as a result of such termination.

Section 13.2. Notice.

Each Party shall provide Notice to the other Party promptly if any information comes to its attention prior to the Effective Date or prior to the Service Date, as applicable, that it believes will potentially excuse such Party from the performance of its obligations under this Agreement or might reasonably cause any condition set forth in Article 12 not to be satisfied on or prior to the Service Date.

ARTICLE 14
REPRESENTATIONS AND WARRANTIES

Section 14.1. General Representation and Warranties.

Each Party hereby represents and warrants to the other that:

(a) It is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is duly qualified to do business in all jurisdictions where such qualification is required.

(b) It has or will have prior to the Effective Date full power and authority to enter into this Agreement and perform its obligations hereunder, each to the other Party. The execution, delivery and performance of the Agreement have been duly authorized by all necessary Parties and does not and will not contravene its organization's documents or conflict with, result in a breach of, or entitle any party (with due notice or lapse of time or both) to terminate, accelerate or declare a default under, any agreement or instrument to which it is a party or by which it is bound.

(c) The execution, delivery, and performance by it of this Agreement, each to the other Party, will not result in any violation by it of any law, rule or regulation applicable to it. It is not a party to, nor subject to or bound by, any judgment, injunction or decree of any court or other governmental entity which may restrict or interfere with the performance of this Agreement by it or may materially and adversely affect the business, property, financial condition, results of operations or prospects of such Party.

(d) This Agreement is a valid and binding obligation, enforceable against it in accordance with its terms, except as (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) the remedy of specific performance and injunctive relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(e) Except for those approvals listed in Appendix B, no consent, waiver, order, approval, authorization, or order of, or registration, qualification of filing with, any court or other

governmental agency or authority or other person is required for the execution, delivery and performance by such Party of this Agreement and the consummation by such Party of the transactions contemplated hereby. No consent or waiver of any party to any contract to which such Party is a party or by which it is bound is required for the execution, delivery, and performance such Party of this Agreement that has not been or will by the Effective Date have duly obtained.

(f) There is no action, suit, grievance, arbitration or proceeding pending or, to the knowledge of such Party, threatened against or affecting such Party at law or in equity, before any federal, state, municipal or other governmental court, department, commission, board, arbitrator, bureau, agency or instrumentality which prohibits or impairs its ability to execute and deliver this Agreement or to consummate any of the transactions contemplated hereby. Such Party has not received written notice of and otherwise is not aware of any such pending or threatened investigation, inquiry or review by any governmental entity. Notwithstanding the foregoing, both Parties acknowledge the State of Florida has enacted legislation that would dissolve RCID effective June 1, 2023.

Section 14.2. Disclaimers.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PROVISIONS OR RECEIPT OF FIRM WHOLESALE ELECTRIC SERVICE HEREUNDER, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

Section 14.3. Termination and Survival.

This Agreement may be terminated earlier than the expiration of the Term as provided for herein. If this Agreement is terminated earlier than the expiration of the Term for any reason, including, without limitation, whether by its terms, mutual agreement, early termination, or Event of Default, such termination shall not relieve any Party of any obligation accrued or accruing prior to the effectiveness of such termination. Furthermore, any obligations, limitations, exclusions and duties which by their nature or the express terms of this Agreement extend beyond the expiration or termination of this Agreement, including, without limitation, provisions relating to compliance requirements, accounting, billing (associated with billing cycles that occurred prior to the termination of this Agreement), billing adjustments (associated with billing cycles that occurred prior to the termination of this Agreement), limitations or liabilities, dispute resolution, confidentiality, and any other provisions necessary to interpret or enforce the respective rights and obligations of the Parties hereunder, shall survive the expiration or early termination of this Agreement.

ARTICLE 15 SECURITY

Section 15.1. FMPA Security.

FMPA shall maintain a rating on senior unsecured debt securities of FMPA by Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service reasonably acceptable to RCID of A-, of BBB+ (Standard and Poor's), Baa1 (Moody's) or BBB+ (Fitch) or its equivalent, or a rating equivalent to RCID senior unsecured debt securities, if any, whichever is lower. In the event that FMPA's credit rating fails to meet said credit standing and FMPA fails to restore its credit rating to such specified minimum rating standing within 12 months after its rating has fallen, FMPA shall provide Notice to RCID thereof and shall upon request by RCID provide a Letter of Credit, cash or bond equal to the Capacity Charge for the next three (3) months.

Section 15.2. RCID Security.

RCID shall maintain a rating on senior unsecured debt securities of RCID by Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service reasonably acceptable to FMPA of A-, of BBB+ (Standard and Poor's), Baa1 (Moody's) or BBB+ (Fitch) or its equivalent, or a rating equivalent to FMPA senior unsecured debt securities, if any, whichever is lower. In the event that RCID's credit rating fails to meet said credit standing and RCID fails to restore its credit rating to such specified minimum rating standing within 12 months after its rating has fallen, RCID shall provide Notice to FMPA thereof and shall upon request by FMPA provide a Letter of Credit, cash or bond equal to the Capacity Charge for the next three (3) months.

ARTICLE 16 EVENTS OF DEFAULT

Section 16.1. Events of default by FMPA.

Any one or more of the following shall constitute an "Event of Default" hereunder with respect to FMPA:

(a) FMPA shall fail to pay any amounts to be paid by FMPA hereunder to RCID and such failure shall continue for a period of more than ten (10) days after written Notice by RCID.

(b) A default shall occur in the performance of any other material covenant or condition to be performed by FMPA hereunder (other than a default specified in Section 16.1(a)) and such default shall continue unremedied for a period of thirty (30) days after written Notice from RCID specifying the nature of such default; provided, however, that if such default (other than the failure to make payments when due) cannot reasonably be remedied by FMPA within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, FMPA shall have up to an additional ninety (90) days to remedy the default.

(c) A custodian, receiver, liquidator or trustee of FMPA or of all or substantially all of the property of FMPA, is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or FMPA makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or FMPA is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against FMPA; or all or substantially all of the material property of FMPA is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against FMPA under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.

(d) FMPA files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of FMPA or all or substantially all of the property of either.

Section 16.2. Events of default by RCID.

Any one or more of the following shall constitute an “Event of Default” hereunder with respect to RCID:

(a) RCID shall fail to pay any amounts to be paid by RCID hereunder to FMPA in accordance with the terms of this Agreement and such failure shall continue for a period of more than ten (10) days after written Notice by FMPA.

(b) A default shall occur in the performance of any material covenant or condition to be performed by RCID hereunder (other than a default specified in Section 16.2(a)) and such default shall continue unremedied for a period of thirty (30) days after Notice from FMPA specifying the nature of such default; provided, however, that if such default cannot reasonably be remedied by RCID within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, RCID shall have up to additional ninety (90) days to remedy the default.

(c) A custodian, receiver, liquidator or trustee of RCID or of all or substantially all of the property of RCID, is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or RCID makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or RCID is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against RCID; or all or substantially all of the material property of RCID is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against RCID under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.

(d) RCID files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of RCID or all or substantially all of the property of either.

Section 16.3. Remedies.

The Parties shall have the following remedies available to them with respect to the occurrence of an Event of Default with respect to the other Party hereunder:

(a) Upon the occurrence of an Event of Default by either Party hereunder, the non-defaulting Party shall have the right to (i) invoice and collect all amounts then due to it from the defaulting Party hereunder (subject to any applicable limitation of liability or cap on damages), and (ii) terminate this Agreement at any time during the continuation of such Event of Default upon written Notice to the defaulting Party. Notwithstanding any other provision of this Agreement, after the occurrence of an Event of Default and for so long as the Event of Default is continuing and has not been cured, the non-defaulting Party shall have the right, upon written Notice to the defaulting Party, to suspend all performance under this Agreement until such Event of Default has been cured. In addition, if FMPA is the defaulting Party, then RCID shall have the right in addition to its other rights and remedies, but not the obligations, during the continuation of such default and prior to any termination of this Agreement, to purchase energy and capacity, in a commercially reasonable manner considering the circumstances of such default, from third parties and have such delivered to the Delivery Point in quantities sufficient to cover any shortfall in Firm Wholesale Electric Service resulting from such default. If RCID is the defaulting Party and, by reason of RCID's default, FMPA is not receiving all or a portion of the payments in accordance with the terms hereof, then FMPA shall have the right, but not the obligation, during the continuation of such default and prior to any termination of this Agreement to discontinue Firm Wholesale Electric Service to RCID upon ten (10) days prior Notice of such intent.

(b) In addition to the remedies set forth in Section 16.3(a), either Party may pursue against the other Party any legal rights and remedies made available under Florida Law.

ARTICLE 17 LIMITATION OF LIABILITY

Section 17.1. No Consequential Damages.

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER INDEMNITY PROVISIONS OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COST OF CAPITAL; LOSS OF USE, LOSS OF GOODWILL, REPLACEMENT POWER OR CLAIMS OF CUSTOMERS, UNLESS

SUCH DAMAGES ARE A COMPONENT OR ELEMENT OF A CLAIM THAT IS SUBJECT TO INDEMNIFICATION HEREUNDER AND COVERED UNDER A PRIMARY POLICY OF LIABILITY INSURANCE, IF ANY ISSUED BY A THIRD PARTY SURETY.

ARTICLE 18 INDEMNIFICATION

Section 18.1. Indemnification.

(a) RCID shall indemnify, defend and hold harmless FMPA, its officers, directors, agents, employees and Affiliates from and against any and all loss, costs, expense, claims, demands, liabilities (including reasonable attorneys' fees), judgments, fines, settlements and other amounts arising from any and all Claims relating to or arising out of RCID's transmission, distribution, or other use of electric capacity and energy beyond the Delivery Point.

(b) FMPA shall indemnify, defend and hold harmless RCID, its officers, directors, agents, employees and Affiliates from and against any and all loss, costs, expense, claims, demands, liabilities (including reasonable attorneys' fees), judgments, fines, settlements and other amounts arising from any and all Claims relating to or arising out of FMPA's generation, transmission, distribution, or other use of electric capacity and energy up to the Delivery Point.

ARTICLE 19 DISPUTE RESOLUTION

Section 19.1. Resolution By Officers of the Parties.

Except as otherwise expressly, specifically set forth herein, in the event of any dispute between the Parties as to a matter referred to herein or as to the interpretation of any part of this Agreement, including this Section 19.1 or as to the determination of any rights or obligations or entitlements arising from or related to this Agreement or as to the calculation of any amounts payable under this Agreement, the Parties shall refer the matter to their respective duly authorized representatives, for resolution. Should such representative of the respective Parties fail to resolve the dispute within twenty (20) days from such referral, the Parties agree that any such dispute shall be first referred to non-binding mediation in accordance with Section 19.2. Should mediation be unsuccessful within the time specified in Section 19.2, the Parties may pursue any legal or equitable remedies available under Florida law.

Section 19.2. Mediation Procedures.

A Party submitting a dispute to non-binding mediation pursuant to the procedures set forth in Florida Statutes, Section 44.101 (the "Requesting Party") shall do so by delivering to the other Party a Notice demanding or requesting, as the case may be, mediation of the dispute and naming three acceptable mediators. Within ten (10) days after the receipt of the Notice from the Requesting Party, the other Party shall, in writing, serve upon the Requesting Party a Notice of acceptance of

one of the three mediators provided or offer three alternate mediators for consideration. Within five (5) days, the Parties shall confer and mutually agree and appoint a mediator from the lists provided. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter of the dispute(s). No mediator appointed shall have the power to render any binding or enforceable award, order, decree, or disposition or amend or add to this Agreement. Within ten (10) days after the mediator is appointed, a time and date for the mediation shall be scheduled and documented in writing. The mediator thereupon shall proceed promptly to hear and facilitate an amiable resolution of the controversy. If mediation is successful, any settlement achieved through mediation shall be confidential to the extent permissible under Florida law and not in violation of Chapter 119, Florida Statutes, and made in writing and in duplicate, and one copy shall be delivered to each of the Parties. Each Party shall pay the costs of its own counsel and share equally the fee and cost of the mediator.

Section 19.3 Settlement.

If the resolution of the dispute and the terms of any settlement agreement, amendment to the Agreement or other document or instrument executed in connection therewith will require the approval of the governing board of a Party, a request for such approval shall be promptly submitted for the governing board's consideration. Once accepted by the Parties, the decision of mediator and any award made hereunder shall be binding upon each Party and the successors and assigns and any trustee or receiver of each Party.

Section 19.4. Legal Remedies.

If mediation is unsuccessful, either Party may pursue any legal rights and remedies made available under Florida Law. The Parties agree that the exclusive venue for any dispute arising hereunder that is not resolved through the dispute resolution procedures set forth in Section 19.1 and 19.2 shall be the appropriate federal, state, or county court located in Orange County, Florida.

Section 19.5. Waiver of Rights to Jury Trial.

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF RELATED HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT AND SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Section 19.6. Continued Performance.

Except to the extent a Party has the right to suspend performance under Section 16.3 hereof, no dispute shall interfere with the Parties' continued fulfillment of their obligations under this Agreement pending the outcome of the mediation process or a decision by the Florida courts.

ARTICLE 20

FORCE MAJEURE

Section 20.1. Force Majeure Standard.

A Party shall be excused from performing its obligations under this Agreement and shall not be liable in damages or otherwise, if and only to the extent that it is unable to so perform or is prevented from performing by an event of Force Majeure.

Section 20.2. Force Majeure Definition.

An event of “Force Majeure” means an event of circumstance that prevents or unduly frustrates the performance by a Party of its obligations under this Agreement (other than the duty to make payments when due, which shall not be excused by Force Majeure) which is not within the reasonable control of, or the result of the negligence of, such Party and which by the exercise of due diligence such Party is unable to overcome or avoid. Force Majeure means any event or circumstance which prevents or delays performance by a Party of any of its obligations hereunder to the extent that such event or circumstance: (i) is beyond the reasonable control of such Party; (ii) is not the result of the willful misconduct or negligent act or omission of such Party, or any person over whom that Party has control; (iii) is not an act, event or condition that such Party reasonably could have anticipated and avoided, or the risk or consequence of which such Party has expressly assumed under the Agreement; and (iv) cannot be prevented, avoided, or otherwise overcome by the prompt exercise of commercially reasonable diligence by such Party, or any Person over whom that Party has control. Subject to the foregoing, events or circumstances that may constitute “Force Majeure” include: (A) war, riots, floods, hurricanes, tornadoes, earthquakes, lightning, ice-storms, and named storm events, and other such extreme weather events and natural calamities; (B) explosions or fires arising from lightning or other natural causes; (C) insurrection, rebellion, nationwide, regional or general strikes, slowdowns or labor disruptions; (D) an act of god, plague, epidemic, pandemic or other such significant and material event or circumstance; (E) actions or inactions by any Governmental Authority taken after the date hereof (including the adoption or change of any Requirements of Law or environmental constraint lawfully imposed by such Governmental Authority) but only if and to the extent such actions, inactions, Requirements of Law or constraint prevents or delays performance; and (F) inability, despite due diligence, to obtain or maintain any Permit required by any Governmental Authority. Notwithstanding the foregoing, in the event of a force majeure FMPA will not treat RCID worse than FMPA’s Firm Load. Force Majeure shall not include (i) events affecting the cost of operating any generating facility, (ii) changes in market conditions which cause the price of energy or capacity to fluctuate including without limitation, weather, fuel prices and supply and demand, (iii) the inability of a Party to make a profit or avoid a loss in performing its obligations under this Agreement, or (iv) any action of the Florida Legislature to dissolve or otherwise reorganize RCID.

Section 20.3. Obligation to Diligently Cure Force Majeure.

If a Party shall rely on the occurrence of an event of Force Majeure as a basis for being excused from performance of its obligations under this Agreement, then such Party shall:

- (a) Provide written Notice to the other Party promptly but in no event later than five (5) days after the occurrence of the event or condition giving an estimate of the expected duration and the probable impact on the performance of its obligations hereunder; and
- (b) Exercise all reasonable efforts to continue to perform its obligations hereunder; and
- (c) Expeditiously take reasonable action to correct or cure the event or condition excusing performance, provided that settlement of strikes or other labor disputes shall be completely within the sole discretion of the affected Party; and
- (d) Exercise all reasonable efforts to mitigate or limit damages to the other Party.

ARTICLE 21

MISCELLANEOUS

Section 21.1. Assignment; Successors and Assigns.

This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the Parties, including any successor to any Party by consolidation, merger, or acquisition of all or substantially all of the assets of such Party. No assignment by any Party (or any successor or assignee thereof) of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party in each case obtained, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the immediately preceding sentence, (a) FMPA or any permitted assignee of FMPA may assign this Agreement as collateral security to any lender from time to time providing financing to FMPA in connection with the transactions contemplated hereby, provided that FMPA is not relieved of any obligation or liability hereunder as a result of such assignment. RCID, at the cost and expense of FMPA (including the reasonable attorney's fees and costs of legal counsel to RCID, including its bond counsel), shall execute and deliver such documents as may be reasonably requested by FMPA which are necessary to accomplish any such assignment, transfer, pledge or other disposition of rights and interests to any such lender so long as RCID's rights, remedies, benefits and privileges under this Agreement are not thereby materially altered, amended, diminished or otherwise impaired; and (b) to the extent permitted by applicable law, RCID shall provide for the assignment and transfer of all of RCID's obligations and liabilities under and pursuant to this Agreement, in full and without exception, in connection with a dissolution of RCID, pursuant to Chapter 2022-266, Laws of Florida, or any other similar or related act of the Florida Legislature, to either (a) any reestablished, re-ratified, or otherwise reconstituted special district that is a successor to RCID, or (b) other successor, assignee, or transferee of RCID and RCID's right and obligation under Florida law to serve the retail electric service territory that it serves as of the date of this Agreement; provided, however, that RCID is not relieved of any obligation or liability hereunder as a result of such assignment except upon fulfilment of the condition in the next sentence. In accordance with and subject to RCID's Trust Indenture for Utility Revenue Bonds, dated as of November 1, 1987 as amended and supplemented (the "RCID Utility Revenue Bond Indenture"), RCID hereby covenants with FMPA that the revenue from the sales of retail electric service within its retail

electric service territory as of the date of this Agreement, or from the sale of utility services from its integrated utility system, shall secure all obligations to FMPA hereunder that constitute "Operating Expenses" under the RCID Utility Revenue Bond Indenture and, furthermore, RCID shall take all legal actions necessary to ensure the continuation of such revenue, in full, to secure all obligations to FMPA hereunder as "Operating Expenses" after any such assignment to any reestablished, re-ratified, or otherwise reconstituted special district that is a successor to RCID, or other successor, assignee, or transferee of RCID. FMPA, at the cost and expense of RCID (including the reasonable attorney's fees and costs of legal counsel to FMPA, including its bond counsel), shall execute and deliver such documents as may be reasonably requested by RCID which are necessary to accomplish any such assignment and transfer of all of RCID's obligations and liabilities under and pursuant to this Agreement, in full and without exception, to any reestablished, re-ratified, or otherwise reconstituted special district that is a successor to RCID, or other successor, assignee, or transferee of RCID, so long as FMPA's rights, remedies, benefits and privileges under this Agreement are not thereby materially altered, amended, diminished or otherwise impaired. Any assignments by any Party shall be in such form as to enable such Party's obligations under this Agreement to be assumed, accepted and honored fully and timely by any transferee, assignee or successor party.

Section 21.2. Notices.

With the exception of communications within the ordinary course of the day to day performance and administration of this Agreement, all notices, requests and other communications hereunder (herein collectively a "Notice" or "Notices") shall be deemed to have been duly delivered, given or made to or upon any Party if in writing and delivered by hand against receipt, or by certified or registered mail, postage pre-paid, return receipt requested, or to a courier who guarantees next business day delivery or sent by telecopy (with confirmation by return telecopy) to such Party at its address set forth below or to such other address as such Party may at any time, or from time to time, direct by Notice given in accordance with this Section 21.2.

IF TO FMPA:

Chief Operating Officer
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819

With required copy to:

Office of the General Counsel
Florida Municipal Power Agency
2061-2 Delta Way
Tallahassee, FL 32303-4240
P.O. Box 3209

IF TO RCID:

For US Mail:
Reedy Creek Improvement District
Attn: District Administrator
P.O. Box 10000
Lake Buena Vista, FL 32830-1000

For Overnight or Personal Delivery:
751 Backstage Lane
EPCOT Central Energy Plant
Orlando, FL 32830
Attention: Utility Business Affairs

With required copy to:

Reedy Creek Improvement District
P.O. Box 10170
Lake Buena Vista, FL 32830-0170 (for U.S. mail)
1900 Hotel Plaza Blvd.
Lake Buena Vista, FL 32830 (for overnight/personal delivery)
Attention: General Counsel

The date of delivery of any such Notice, request or other communication shall be the earlier of (i) the date of actual receipt, (ii) three (3) business days after such Notice, request or other communication is sent by certified or registered mail, (iii) if sent by courier who guarantees next business day delivery, the business day next following the day such Notice, request or other communication is actually delivered to the courier or (iv) the day actually telecopied (with confirmation by return telecopy if on a business day, and if not, then the first business day thereafter).

Section 21.3. Governing Law.

The rights and obligations of the Parties shall be construed and interpreted in accordance with the substantive law of the State of Florida without giving effect to its principles for choice of law.

Section 21.4. Confidentiality.

Each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's Affiliates) or use for any purpose other than the performance, administration, management and enforcement of this Agreement (except with the written authorization of the other Party), any information received from the other that is designated as confidential or proprietary by

the other Party unless legally compelled by the Florida Public Records and Government in the Sunshine Law (Chapters 119 and 286, Florida Statutes) disclosure requirements, deposition, inquiry, request for documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of competent jurisdiction or in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other regulatory authority, or by requirements of any securities law or regulation or other legal requirement or as necessary to enforce the terms of this Agreement. This Section 21.4 shall survive the termination of this Agreement for a period of two (2) years. If any Party (the “Disclosing Party”) is compelled to disclose any confidential information of the other Party (the “Affected Party”), the Disclosing Party shall endeavor to provide the Affected Party with prompt written Notice of the public records request, and if the Affected Party promptly informs the Disclosing Party that it believes that the confidential information is exempt from the disclosure requirements of the Florida Sunshine Law, the Disclosing Party shall temporarily refrain from disclosing the confirmation to allow the Affected Party a reasonable period of time under the circumstances to seek, , at the cost and expense of the Affected Party an appropriate protective order or other remedy, and/or consult with the Disclosing Party to resist or narrow the scope of any required disclosure. Notwithstanding the foregoing, upon advice of counsel that the requested information is not exempt from disclosure, the Disclosing Party shall have the right, without liability to the Affected Party, to make the disclosure. The Parties shall reasonably coordinate in the preparation and issuance of all publicity relating to this Agreement.

Section 21.5. No Partnership.

Nothing contained in this Agreement shall be construed to create a partnership, joint venture or other legal relationship that may invoke fiduciary obligations between the Parties.

Section 21.6. Fees and Expenses.

Except as otherwise provided herein, RCID and FMPA shall each pay for its own costs, fees and expense in connection with, or in anticipation of, this Agreement and the consummation of the transactions contemplated hereby.

Section 21.7. Captions.

The captions to sections throughout this Agreement and attachments and appendices hereto are intended solely for ease of reference and to facilitate reading and reference to all sections and provisions of this Agreement and such attachments and appendices. Such captions shall not affect the meaning or interpretation of this Agreement or such attachment or appendices.

Section 21.8. Entire Agreement and Amendments.

This Agreement and all of the attachments and appendices referred to herein sets forth the entire agreement of the Parties with respect to the subject matter herein and takes precedence over

all prior discussions or understandings. This Agreement may not be amended, modified or changed except by an agreement in writing signed by the Parties.

Section 21.9. Severability.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced to the minimum extent necessary to conform such provision to Applicable Law, preserving to the greatest extent the intent of the Parties to create such rights and duties as set out herein. If necessary to preserve the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

Section 21.10 Further Assurances.

In connection with this Agreement and the transactions contemplated hereby, upon the request of either Party the other Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or appropriate to effectuate and perform the provision of this Agreement and such transactions and the intention of the Parties.

Section 21.11 Laws and Regulations; Changes in Law.

(a) This Agreement and the rights, obligations, and performances of the Parties under this Agreement are subject to all applicable state and federal laws, and to all duly promulgated orders and other duly authorized actions of governmental authorities having jurisdiction (“Applicable Laws”). Each Party hereto shall be responsible for taking all necessary actions to satisfy any regulatory and other requirements that may be imposed by any federal, state, or municipal statute, rule, regulation, or ordinance that may be in effect from time to time relative to the performance of such Party hereunder.

In the event that there is any change in Applicable Law that is promulgated after the Effective Date of this Agreement and that results in any additional or new costs, expenses, charges, fees and/or assessments (other than tax adjustments) that are attributable or related (in whole or in part) to the production and/or provision of Firm Wholesale Electric Service, including environmental-related costs, renewable portfolio standards (only if applicable to wholesale contracts), charges, fees, or expenses incurred by FMPA to supply the Firm Wholesale Electric Service and such costs, whether incurred as part of a voluntary or compulsory measure, are to be recovered through FMPA’s wholesale electric rates (“Change in Law Costs”), RCID shall reimburse FMPA for RCID’s pro-rata share of such costs, expenses, charges, fees and/or assessments, which amounts shall be calculated and recovered as determined by FMPA in a commercially reasonable manner and consistent with how such amounts are calculated and recovered by FMPA from the FMPA Firm Load customers. FMPA shall allocate variable Change

in Law Costs to energy charges and fixed Change in Law Costs to demand charges. Change in Law Costs resulting from capital expenditures shall be allocated over the economic life of the asset(s). Change in Law Costs shall not include any costs recovered in the fuel charge. The determination of additional cost by FMPA shall be net of any reductions in costs associated with the change in Applicable Laws. FMPA shall promptly provide Notice to RCID upon the determination of any additional or new costs, expenses, charges, fees and/or assessments and the calculation of the pro rata portion of such costs proposed to be recovered from RCID.

(b) No new law shall be pending or passed which would cause FMPA to become regulated by the Florida PSC by virtue of its service duties under this Agreement or increase the cost to FMPA of providing Firm Wholesale Electric Service to RCID. In such event, FMPA shall have the right to give notice to RCID of the amendments to this Agreement that FMPA believes are necessary to avoid Florida PSC regulation or keep FMPA whole from increased costs to FMPA for providing Firm Wholesale Electric Service to RCID. In the 60 days following such notice, the Parties will use good faith efforts to negotiate amendments to this Agreement that avoid Florida PSC regulation of FMPA or keep FMPA whole for increased costs. If the Parties are not able to reach agreement on such amendments to this Agreement within such time period, FMPA may give notice of early termination of this Agreement to RCID, with a termination effective date of this Agreement that is not earlier than the date necessary to (i) avoid Florida PSC regulation of FMPA or (ii) FMPA incurring increased costs that are not paid or reimbursed by RCID.

Section 21.12. Counterparts.

This Agreement and any amendment or modification hereto may be executed simultaneously in two or more counterparts, any of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Agreement or instrument.

Section 21.13. Interpretation.

In the event of any dispute concerning the construction or interpretation of this Agreement or any ambiguity hereof, there shall be no presumption that this Agreement or any provision hereof be construed against the Party who drafted this Agreement. In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa; the term “includes” or “including” shall mean including, without limitation; references to an Article, Section, Appendix or Schedule shall mean an Article, Section, Appendix or Schedule of this Agreement; and the terms “hereof”, “herein”, “hereto”, “hereunder”, and “herewith” refer to this Agreement as a whole. Reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented, and restated through the date as of which such reference is made.

Section 21.14. Independent Relationship.

Unless specifically and expressly set forth herein to contrary, nothing in this Agreement shall be construed or interpreted to make a Party or its employees or agents, the agent, representative or employees of the other Party.

Section 21.15. No Third-Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any third party hereto, except designated indemnitees and permitted assignees and successors.

Section 21.16. Waivers.

The failure of a Party hereto to exercise any right or remedy or enforce at any time any provision of this Agreement shall not be construed to be a waiver of such right, remedy or provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of a Party thereafter to exercise such right or remedy or enforce each and every such provision. In order to be enforceable, a waiver under this Agreement must be in writing, state that it is a waiver and be signed by an authorized representative of the Party to be bound thereby. Any waiver shall be subject to the terms, conditions and limitations thereof, and no waiver of any breach, default or non-performance of this Agreement shall be held to constitute a waiver of any other or subsequent breach, default or non-performance of this Agreement.

Section 21.17. Duty to Mitigate.

Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts consistent with Prudent Utility Practice to minimize any damages it may incur as a result of any other Party's breach, default or non-performance of this Agreement.

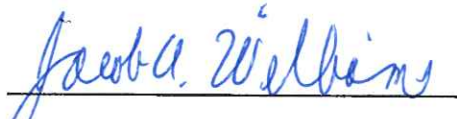
Section 21.18. All-Requirements Project Responsibility.

For FMPA, this Agreement is a liability and obligation of the All-Requirements Power Supply Project only. No FMPA liability or obligation under this Agreement inures to or binds any of the funds, accounts, monies, property, instruments, or rights of the Florida Municipal Power Agency generally or any of any other "project" of FMPA as that term is defined in the Interlocal Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, and intending to be legal bound hereby, the Parties have caused this Agreement for Purchase and Sale of Electric Energy and Capacity to be duly executed as an instrument under seal by their respective duly authorized representatives as of the date and year first above written.

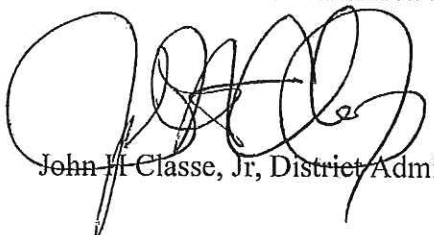
**FLORIDA MUNICIPAL POWER AGENCY
(ALL-REQUIREMENTS POWER SUPPLY PROJECT)**

By: 
Jacob Williams, General Manager and CEO

ATTEST:


By:  Asst. Secy. to the Board

REEDY CREEK IMPROVEMENT DISTRICT

By: 
John H. Classe, Jr, District Administrator

ATTEST:

By:  District Clerk

By: 
11-16-22

PRICING FOR FIRM WHOLESALE ELECTRIC SERVICE

(1) **Capacity Charge:** / kW-month

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

(3) **Fuel Charge:** [REDACTED] MMBtu/MWh multiplied by the Gas Index*

_____ are _____

APPENDIX B
REQUIRED APPROVALS AND AGREEMENTS

FMPA

1. None.

RCID

1. Designation of this agreement by RCID as a network resource pursuant to the RCID NITSA on or before January 1, 2024.

APPENDIX C

DELIVERY POINTS

Delivery of Firm Wholesale Electric Service shall be to FMPA's interfaces with DEF (the "Delivery Point").

FMPA's primary Delivery Point will be the PKU-FPC interface, however, from time to time in accordance with this Agreement, FMPA may deliver to any point on the DEF transmission system.

RCID will designate the Firm Wholesale Electric Service as a RCID Network Resource pursuant to RCID's Network Integration Transmission Service Agreement with DEF.

RCID is fully responsible for any and all transmission studies and network upgrades required for designating the Firm Wholesale Electric Service as RCID Network Resources.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT

Board Meeting Date: 07/24/2024

Subject: Award of Letter of Interest # C006499: 480V Motor Control Center A & B Replacement at Studios North Central Energy Plant

Presented By: Chris Ferraro, Director, Reedy Creek Energy Services

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.3 award of contract for professional engineering services for the replacement of Motor Control Center A & B located within the Studios North Central Energy Plant for the amount of \$322,408.91 plus 10% contingency, along with Reedy Creek Energy Services' design/support services fees of \$160,000 for a total of \$514,649.80

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid released: February 07, 2024

BACKGROUND:

Motor Control Centers A and B are 480V switchboards that supply dedicated power to each chiller motor, pump motor, fan motor and auxiliary transformer to serve the connected building loads at the Studios North Central Energy Plant. Each 480V switchboard is served by a dedicated transformer through a main circuit breaker. All loads on both switchboards may be served from either transformer through a tie circuit breaker. This project involves the replacement of the obsolete Motor Control Centers A and B and auxiliary electrical equipment with new electrical equipment meeting current District standards.

Because of the critical cooling loads supplied by the Motor Control Centers A and B, continuity and quality of services is of the utmost importance during the replacement process and sequencing of load transfers to the new equipment must be part of the overall design.

FINDINGS AND CONCLUSIONS:

On December 27, 2023, Letter of Interest # C006499 was issued for engineering services in support of the 480 Volt Motor Control Center A and B Replacement project at the Studios North Central Energy Plant. Three (3) responses were received as follows:

Vendor's Legal Name	Vendor's City/State	Proposal Ranking
Salas O'Brien	Orlando, FL	1
EXP US Services Inc.	Chicago, IL	2
Electrical Engineering Enterprise	Tampa, FL	3

After careful evaluation by the selection committee, Salas O'Brien was selected as the highest scoring firm.

The Utilities Division is requesting approval of Contract # C006499 with Salas O'Brien for professional engineering services for the replacement of Motor Control Center A & B and ancillary equipment changes located within the Studios North Central Energy Plant for the amount of \$322,408.91 with 10% contingency and RCES design/support services in the amount of \$160,000 for a total of \$514,649.80.

FISCAL IMPACT:

Funding will be from CFTOD Series 2018-2 Utility Revenue Bonds (Taxable).

Consultant Design Fees = \$322,408.91

10% Contingency = \$ 32,240.89

RCES Design Support = \$160,000.00

Total \$514,649.80

PROCUREMENT REVIEW:

This contract has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

- ☐ Deny
- ☐ Amend
- ☐ Table

SUPPORT MATERIALS:

- Contract
- Score Tabulation

480V MCC A & B REPLACEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") shall be effective commencing July 24, 2024, between **Central Florida Tourism Oversight District** (herein referred to as the "Owner"), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **Salas O'Brien Florida, Inc.** (herein referred to as the "Consultant"), whose mailing address is 305 South 11th Street, San Jose, California 95112.

W I T N E S S E T H:

WHEREAS, Central Florida Tourism Oversight District issued a Letter of Interest ("LOI") No. C006499 on December 25, 2023 for 480V Motor Control Center ("MCC") Bus A & B Replacement at Studios North Central Energy Plant ("SNCEP");

WHEREAS, three (3) proposers responded, and Salas O'Brien Florida, Inc. was the highest ranked proposer. The Consultant was subsequently selected as the intended awardee for these services; and

WHEREAS Owner desires to commission the services of a consultant to perform the hereinafter described services, and Consultant desires to be so commissioned. General type of services to be performed: Consultant shall provide professional engineering services including design, bidding, permitting, and construction phase services for the replacement of Motor Control Center A & B and ancillary equipment changes. The project work is located within the Studios North Central Energy Plant.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the parties agree as follows:

1. **SCOPE OF SERVICES.**

a. **Basic Services:** A description of the nature and scope of services to be performed by Consultant under this Agreement ("Basic Services") is set forth in **Exhibit A** attached hereto and incorporated herein as set forth in the below list of Exhibits. As part of Basic Services, Consultant shall provide accurate estimates of the costs of construction of Consultant's designs, including those covered by Amendments to this Agreement, throughout all phases of the Project.

b. **Additional Services:** Owner may, from time to time, authorize Consultant in writing to perform additional services ("Additional Services"), in which event Consultant shall perform same. Any such Additional Services shall be set forth in an Amendment to this Agreement which shall be executed by both parties and which shall be governed by the terms and conditions of this Agreement unless otherwise expressly set forth therein.

c. **Reduction of Scope of Services:** Basic Services plus Additional Services are hereinafter referred to collectively as "Services". Owner retains the right, in its sole discretion, to reduce any portion of the scope of Services. In the event Owner reduces the scope of Services, Owner shall be entitled to a proportionate reduction to the Fixed Fee Expenses, as defined in Article 2 (Compensation).

d. **Time for Completion:** Consultant shall commence the Services upon execution of this Agreement, or as otherwise directed by Owner, and shall complete same in accordance with the schedule ("Schedule") set forth in **Exhibit B** attached, on or before **April 9, 2026**. Consultant must submit final 100% Bid Ready construction drawings and technical specifications to Owner per Subtask 230 on or before April 15, 2025.

e. **Acceleration:** Consultant shall accelerate performance of its Services in the manner directed by Owner in the event that Owner, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required as a result of delays caused solely by Consultant, then such acceleration shall be at no cost to Owner. If acceleration is required as a result of delays partially caused by Consultant,

then such portion of any delay partially caused by Consultant shall not be compensated by Owner, and any other portion of any such delay shall be compensated as an Additional Service.

2. **COMPENSATION.**

a. Owner shall pay Consultant a fixed fee in the amount of **THREE HUNDRED TWENTY-TWO THOUSAND, FOUR HUNDRED EIGHT AND NINETY-ONE ONE-HUNDREDTHS DOLLARS (\$322,408.91)** (“Fixed Fee Amount”) as total compensation for the complete and satisfactory performance of the Services in accordance with the Schedule and to cover Consultant’s profit, overhead, and all costs and expenses of any nature whatsoever (including, without limitation, taxes, labor and materials).

b. The basis of compensation for any Additional Services shall be set forth in the Amendment to this Agreement providing for such Additional Services and shall be one of the following: (1) time-and-materials or cost-reimbursement, in accordance with the billing rates set forth in **Exhibit C** attached hereto and incorporated herein by reference, (2) a Fixed Price or (3) such other basis as the parties shall mutually agree. Any Additional Services performed by Consultant prior to execution by both parties of an Amendment shall be at Consultant’s sole risk and expense and shall not be compensated by Owner.

c. Progress payments shall be made monthly based upon the percentage of Services completed to date of invoice and approved by Owner. Consultant shall invoice Owner on the first day of each month and Owner shall pay each such approved invoice (or uncontested portion thereof) within thirty (30) days after receipt of invoice. Invoices shall (i) refer to this Agreement by the Agreement Number indicated at the top left-hand corner of the first page hereof, (ii) display the Fixed Fee Amount (iii) itemize each Amendment and amount being billed against such Amendments in the invoice, (iv) itemize all amounts previously invoiced and paid and (v) include complete documentation and substantiation for all amounts invoiced. All invoices shall be addressed to:

Central Florida Tourism Oversight District

Attention: Accounts Payable

P.O. Box 690519

Orlando, Florida 32869

All invoices shall be sent to ap@oversightdistrict.org

3. **BOOKS AND RECORDS.**

Consultant shall maintain, in accordance with generally accepted accounting principles, comprehensive books and records relating to all Services performed under this Agreement, which shall be retained by Consultant for a period of at least four (4) years from and after the completion of all Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon two days prior notice to Consultant.

4. **DELIVERABLES.**

“Deliverables” shall mean all drawings, specifications, data, ideas, designs, concepts, sketches, artwork, molds, models, tooling, programs, software, reports, improvements, inventions, original works of authorship or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Consultant in connection with the Services. Consultant shall supply all Deliverables to Owner in accordance with the requirements of this Agreement. The Agreement Number, specification number, item number, and any other required identification must appear on all Deliverables submitted to Owner. Consultant is and shall be fully responsible for the preparation and accuracy of all Deliverables and the strict compliance of the Deliverables with all requirements hereof. Owner’s review, approval, action or inaction taken on the Deliverables is for Owner’s convenience and/or to express Owner’s opinion and shall not relieve or discharge Consultant either expressly or by implication from its responsibilities and obligations hereunder.

5. OWNERSHIP OF DELIVERABLES.

a. Title to all Deliverables shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression. In the event of early termination of the Services hereunder, Consultant shall deliver to Owner all Deliverables whether complete or not.

b. Without limiting the foregoing, Consultant agrees that any Deliverables shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Deliverables are determined not to constitute "works made for hire" as a matter of law, Consultant hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing, including but not limited to patents and copyrights, to Owner and its successors and assigns. Consultant grants to Owner all rights including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Deliverables. Consultant acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Deliverables produced by Consultant under this Agreement. Consultant shall deliver all Works to Owner promptly upon their completion or the sooner termination of Consultant's services hereunder. Consultant agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

c. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

6. CONFIDENTIALITY OF MATERIAL.

Consultant may, during the course of providing its Services hereunder or in relation to this Agreement, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to the Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Consultant from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Consultant to any other person, firm or corporation, or used in any advertising or promotion regarding Consultant or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Consultant specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Consultant in any document provided to Consultant pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation and Invitation to Bid. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

7. INSURANCE AND INDEMNIFICATION.

a. The Consultant shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subconsultants, subcontractors, and Sub-subconsultants) the following types and minimum amounts of insurance:

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;

- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i., ii, and iii. above in an amount of at least \$1,000,000 per occurrence;
- v. If Consultant is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Consultant will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vi. If Consultant is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Consultant will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Consultant is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
- ix. Consultant is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Consultant holds Owner harmless for loss, damage or theft of such items.
- x. If Consultant is providing information technology software or services, then Consultant must also carry Cyber Liability Insurance with limits not less than \$2,000,000.00 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- xi. Consultant is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Consultant holds Owner harmless for loss, damage or theft of such items.

b. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner.

c. **CANCELLATION.** All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Consultant, who agrees to promptly relay any such notice received to Owner.

d. **ADDITIONAL INSURED.** Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.

e. **WAIVERS.** The Consultant hereby waives, and will require its Subconsultants and Sub-subconsultants to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.

f. **CLAIMS.** The Consultant and its Subconsultants and Sub-subconsultants shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Consultant, its Subconsultants and Sub-subconsultants in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.

g. **INDEMNIFICATION.** The Consultant shall indemnify District and its appointed board supervisors, officers, employees, and volunteers against, and hold District and its appointed board supervisors, officers, employees and volunteers harmless from damages, claims, losses, costs, and expenses, including attorneys' fees, which District or its appointed board supervisors, officers, employees or volunteers may sustain, or which may be asserted against District or its appointed board supervisors, officers, employees or volunteers, arising out of negligent errors, acts, or omissions by Consultant and contemplated by this Agreement to the extent allowed by Florida Statute, §725.08, and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Florida Statute, §725.08(4) including, without limitation, harm or personal injury to third persons. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

8. PROFESSIONAL STANDARDS.

a. Consultant hereby represents and warrants that it has the professional experience and skill to perform the Services required to be performed hereunder; that it shall comply with all applicable federal, state and local laws, including without limitation all professional registration (both corporate and individual) for all required basic disciplines; that it shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner; that it has sufficient capital assets and is adequately financed to meet all financial obligations it may be required to incur hereunder; that the Deliverables shall not call for the use of nor infringe any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or interest absent prior express written consent from the Owner; and that it shall provide and employ in connection with the performance of Services personnel qualified and experienced in their profession, it being understood that Owner may at any time require Consultant to remove, and Consultant shall forthwith remove, any person employed in connection with the performance of the Services for any reason whatsoever.

b. If, at any time during the performance of its Services or during the maximum period permitted by applicable law after completion of same, it is discovered that Consultant or any of its officers, directors, agents, subcontractors, employees, or Subconsultants, as defined in Article 14 (Subconsultant), has committed any negligent act, error or omission, or has failed to meet the warranties and representations contained herein, which has caused or will cause additional expense to Owner, then Consultant shall, at Owner's request, promptly make all necessary corrections and/or bear any and all such additional expenses associated with the correction of same. The foregoing is without limitation of Owner's other rights under Contract or at law. Correction of errors and omissions

shall include, but not be limited to, additional architectural and engineering services, design documentation, travel, demolition, removal, relocation, manufacture, fabrication, construction, testing and installation, irrespective of whether originally performed by Consultant, Owner, or a third party.

9. **DETERMINATION OF DISPUTES/CHOICE OF LAW.**

Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement or the Services to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

10. **SUSPENSION/TERMINATION FOR CONVENIENCE.**

a. Anything herein to the contrary notwithstanding, Owner may, for convenience, terminate this Agreement upon seven (7) days prior written notice to Consultant. In the event of such termination, Owner's sole obligation and liability to Consultant, if any, shall be to pay Consultant that portion of the Fixed Fee Amount earned by Consultant for the performance of the Services through the date of termination only. Under no circumstances shall Owner be liable for any lost profits, lost revenue, unabsorbed overhead or any other losses of any kind whatsoever associated with any Services not performed.

b. Upon delivery to Consultant of a written Notice to Suspend Services, Consultant shall immediately suspend performance of its Services in the manner and for the duration directed by Owner in said Notice. Consultant shall take reasonable steps to preserve any Deliverables in progress at the time of suspension. Upon written notice that the suspension has been canceled, Consultant shall be entitled to an equitable adjustment to the Schedule only. In no event shall any suspension of Services exceed one (1) year in duration.

11. **ASSIGNMENT.**

This Agreement is for the personal services of Consultant and may not be assigned by Consultant, nor shall it be assignable by operation of law, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner reserves the right to assign or novate all or any portion of this Agreement and Consultant agrees to execute all documents that are required (if any) to effectuate such assignment or novation.

12. **KEY EMPLOYEES.**

In the event that any employees of Consultant are listed as Key Employees in **Exhibit D**, Consultant acknowledges that Owner has relied upon and hired Consultant because of the involvement of such individuals. Consultant agrees that such Key Employees shall be assigned to perform the Services. Consultant shall not remove any Key Employees from the performance of the Services absent prior written consent of Owner.

13. **SUBCONSULTANT.**

If Consultant, as part of the performance of its Services hereunder, is required to commission other consultants ("Subconsultant"), then the following provisions shall apply:

- a. Consultant shall obtain Owner's written consent prior to engaging the services of any Subconsultant and shall not engage any Subconsultant to which Owner objects;
- b. Consultant shall direct and coordinate the services of any Subconsultant commissioned by Consultant;
- c. Consultant shall bear full responsibility under this Agreement for all services of its Subconsultant(s), including without limitation each Subconsultant's negligent errors and omissions;
- d. The costs of all Subconsultants' services for the performance of Additional Services compensated on a time-and-materials or cost-reimbursable basis shall be billed to Owner without markup;
- e. Owner shall have no obligation to pay, or be responsible in any way, for the payment of any monies to any Subconsultant, except as may otherwise be required by law;
- f. All agreements between Consultant and any Subconsultants shall reflect the terms of this Agreement and require the Subconsultant, to the extent of the Services to be performed by the Subconsultant, to assume toward the Consultant all the obligations which Consultant by this Agreement assumes towards the Owner, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Agreement.
- g. Owner shall be a third party beneficiary of all obligations under all agreements between Consultant and any Subconsultants; provided, however, that nothing contained herein or therein shall create any contractual relationship between Owner and any Subconsultant or any obligation of Owner to any Subconsultant.

14. **NOTICE.**

a. Notices required or permitted to be given hereunder shall be in writing, may be delivered personally to an officer or designated representative of the party to be served or sent by first class mail, facsimile to be confirmed by first class mail, or messenger services and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Attention: Contracting Officer
10450 Turkey Lake Road, Box # 690519
Orlando, FL 32869

If to Consultant: SALAS O'BRIEN FLORIDA, INC.
Attention: Gary Wilkerson, P.E.
305 South 11th Street
San Jose, CA 95112

or to such other address as either party may direct by written notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

15. PROMOTION.

Consultant shall acquire no right under this Agreement to use, and shall not use, the name of Owner, or the name of the Owner's Representative or its parent, related, affiliated or subsidiary companies or any of their fanciful marks or copyrighted characters or designs:

a. in any of Consultant's advertising, publicity, or promotion, including but not limited to the Internet; nor

b. in any in-house publication; nor

c. to express or imply any endorsement by Owner of Consultant's Services or in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited). The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

16. CODES.

Consultant's Services shall conform to all applicable building codes, and all applicable federal, state, and local laws, statutes, codes ordinances and agency regulations, including without limitation, the requirements of the Americans with Disabilities Act of 1990 ("ADA"), as same may be amended from time to time, which have jurisdiction and which are current at the time Consultant renders Services hereunder.

17. NO AGENCY.

It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venturer or partner of Owner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Owner and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this Agreement.

18. GOVERNING LAW.

This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws.

19. ENTIRE AGREEMENT.

a. This Agreement supersedes any and all discussions, understandings or other agreements, either oral or written, between the parties hereto with respect to the Services and contains all the covenants and agreements between the parties with respect to the Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, course of dealing usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties.

b. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

20. **PARTIAL INVALIDITY.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

21. **CAPTIONS.**

The captions contained in this Agreement are inserted for convenience of reference only and shall not be construed in any manner for the purpose of interpreting the provisions thereof.

22. **EFFECTIVE DATE.**

Any Services performed or caused to be performed by Consultant prior to the effective date of this Agreement shall be deemed to have been performed under this Agreement when agreed to by the Owner.

23. **THE OWNER'S REPRESENTATIVE.**

a. **Anthony Kasper** shall act as the Owner's designated representative (herein referred to as the "Owner's Designated Representative"); provided, however, that the Owner may, without liability to the Consultant, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Consultant in writing, at which time the person or organization so designated shall be the Owner's Designated Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Consultant is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Designated Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Designated Representative) shall be solely obligated to the Consultant for all sums required to be paid by the Owner to the Consultant hereunder.

b. Nothing contained in this Agreement shall create any contractual relationship between the Consultant and the Owner's Designated Representative.

24. **PUBLIC RECORDS.**

The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS PUBLICRECORDS@OVERSIGHTDISTRICT.ORG, MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX 690519, ORLANDO, FLORIDA 32869.

25. NON-FUNDING.

In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Consultant without penalty to Owner. Owner shall be the final authority as to the availability of the funding.

26. E-VERIFY COMPLIANCE.

The Consultant and its subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees. The Consultant agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Consultant has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subconsultant performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Consultant and order the Consultant to immediately terminate the contract with the subconsultant. The Consultant shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Consultant's failure to comply with E-verify requirements referenced herein.

27. SCRUTINIZED COMPANIES.

a. By executing this Agreement, the Consultant certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.

b. Specifically, by executing this Agreement, the Consultant certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c. The Owner reserves the right to terminate the Agreement immediately should the Consultant be found to:

- i. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes, and/or
- ii. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes subsequent to entering into this Agreement with the Owner.

d. If this Agreement is terminated by the Owner as provided in paragraph c above, the Owner reserves the right to pursue any and all legal remedies against the Consultant, including, but not limited to the remedies described in Section 287.135, Florida Statutes.

e. If this Agreement is terminated by the Owner as provided in paragraph above, the Consultant shall be paid only for the work completed as of the date of the Owner's termination.

f. Unless explicitly states in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.

28. CONTRACT DOCUMENTS.

a. The Contract Documents which comprise the entire understanding between the Owner and Consultant shall only include this Agreement and those documents listed in this section as Exhibits to the Agreement. Each Exhibit is incorporated herein by reference for all purposes.

Exhibit A: Scope of Services (A-1 through A-12)

Exhibit B: Schedule (B-1 through B-2)

Exhibit C: Rate Schedule (C-1 through C-2)

Exhibit D: Consultant Proposal (D-1 through D-6)

Exhibit E: Reference Drawings* (available at link listed below)

<https://vendors.planetbids.com/portal/62171/bo/bo-detail/112225>

**Drawings are separately bound. Drawings are specifically incorporated into the Agreement by this reference, as entitled below.*

1. *MOTOR CONTROL CENTER (MCC) 480V MCC A&B REPLACEMENT BID, SHEET SNCEPE400, ELECTRICAL/EQUIPMENT LAYOUT dated October 24, 2023, 1 page.*
2. *MOTOR CONTROL CENTER (MCC) 480V MCC A&B REPLACEMENT BID, SHEET SNCEPE500, ELECTRICAL ONELINE 12470V AND 480V DISTRIBUTION, dated October 24, 2023, 1 page.*
3. *HOLLYWOOD STUDIOS CHILLER PLANT ELECTRICAL REPAIRS BID SET (Not for Construction, For Reference Only) dated April 11, 2019, 56 pages.*
4. *HOLLYWOOD STUDIOS COOLING TOWER REPLACEMENT PHASE 2 dated for Construction October 11, 2010, 8 pages.*
5. *SAMPLE DIVISION 26 SPECIFICATION FORMAT, 10 pages.*

b. If there is a conflict between the terms of this Agreement and the Exhibits, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the Exhibits.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

OWNER
**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

CONSULTANT
SALAS O'BRIEN FLORIDA, INC.

Signature: _____

Signature: _____

Print Name: Charbel Barakat

Print Name: _____

Title: Vice Chairman of the Board of Supervisors

Title: _____

Date: July 24, 2024

Date: _____

EXHIBIT A
SCOPE OF SERVICES
AGREEMENT NO. C006499

Consultant shall provide the following Services:

PROJECT PURPOSE

The Consultant shall provide professional engineering in designing, bidding, permitting, and construction phase services for the replacement of Motor Control Center (“MCC”) A & B and ancillary equipment changes. The project work is located within the Studios North Central Energy Plant (“SNCEP”).

The SNCEP MCC A & B are two 480V switchboards that supply dedicated power to each chiller motor, pump motor, fan motor and auxiliary transformer to serve the connected building loads. Each 480V bus is served by a dedicated padmount transformer through a main circuit breaker. All loads on both busses may be serviced from either transformer through a MCC Bus A/B tie circuit breaker in a Main-Tie-Main scheme. This project involves the design of the replacement of the existing MCC A & B and auxiliary electrical equipment with new electrical equipment. Because of the critical cooling loads supplied by the MCC A & B busses, continuity and quality of services is of the utmost importance during the replacement process and sequencing of load transfers to the new MCC A & B equipment must be part of the overall design.

See photos below for visual representation of existing MCC A & B Equipment.



480V Motor Control Center “A”



480V Motor Control Center “B”

The Consultant shall generate preliminary engineering, construction plans and specifications for the execution of the SNCEP MCC A & B Replacement that meets or exceeds the requirements of all District and RCES Standards, and Standard Drawing Templates for the Construction. The plans shall be industry standard scale with required plans, elevations and details generated as required. The plans shall depict all known utilities and other conflicts in the vicinity of the proposed work. Location of these features shall be determined via review of existing utility drawings and site survey, as necessary. The Consultant is responsible for all work of any subconsultants.

The designs shall generally adhere to the District and RCES Specifications and Construction Standards for materials, means, methods, standard details, testing and other requirements. These Standards shall be the boilerplate for the technical specifications, and the Consultant shall tailor these documents to the specific project requirements and add or delete sections as required. All formatting shall be in accordance with Utilities current standard. Standard details shall be treated likewise. Safety, Access, and Maintenance of Traffic requirements shall meet or exceed those of the District and Utilities.

The following tasks will be performed as part of the work:

- Task 100 Preliminary Engineering
- Task 200 Construction Documents
- Task 600 Stakeholder Outreach: Stakeholder Meeting/Presentation Development/Town Hall Meetings
- Task 700 Bidding Assistance
- Task 800 Construction Administration Services

EXHIBIT A
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TASK 100 – PRELIMINARY ENGINEERING

The purpose of the preliminary engineering phase is to present project completion alternatives to the Utilities (Reedy Creek Energy Services “RCES”) in a manner that will allow Utilities to make an informed decision as to how the project shall proceed. The Consultant shall provide the following evaluations:

1. Evaluate a minimum of three (3) locations to install two (2) new 480V Motor Control Center Switchboards within the SNCEP that services motors and pumps for chilled water to the local cooling system loads.
2. Electrical design shall coordinate the electrical outages to allow for continued operation of the chilled water system. New electrical equipment locations shall allow for the overall chilled water system to remain in service without a utility interruption. A sample drawing of one (1) location investigated is depicted in Exhibit E.2.
3. Determine the appropriate electrical ratings required to meet all applicable codes to allow for safe, efficient operation of MCC A & B. Electrical design and equipment shall conform to applicable standards of AISC, UBC, NEC, MBMA, AISI, ASTM, IEEE, NFPA70, NEMA, and ANSI. All materials and devices shall be in accordance with the applicable requirements of the Federal Occupational Safety and Health Standards (“OSHA”). The Consultant shall also design for future load growth as part of the assessment and in consultation with Utilities.
4. Provide an electrical design to replace the existing 480V MCC A & B at the SNCEP. It is intended that the new MCC A & B design will be similar to the design of the recently replaced MCC C & D, shown on Exhibit E.2, drawing SNCEPE500. The complete MCC C & D replacement design drawings are included as Exhibit E.3 for reference only. The new design will incorporate a main circuit breaker A and B as well as a tie circuit breaker and bus isolation switch servicing a new switchboard to feed the existing pump, motor loads and auxiliary loads. New variable frequency drives will be installed for three (3) PCHD-1, -2, -3 200 HP loads and four (4) CT-1, -2, -3, -4 40 HP loads. Motor contactors or starters will be supplied for the remaining 100 HP or smaller motors. See Exhibit E.1 and E.2 for details.
5. Exhibit E.3 provides a similar project (MCC C & D replacement) located at the SNCEP. The level of detail expected and shown in these drawings are typical and are for informational purposes only and shall not be taken to be the final design or the full limits of the work of the MCC A & B Replacement Project. The Consultant shall review items from the drawings as needed to supply a new set of documents and drawings in compliance with this specification and appropriate technical standards as well as Federal, State and Local Codes.
6. Provide “as-found” drawings for electrical equipment that is being replaced by this project.
7. Replace MCC A & B with switchboard and motor controls that have starting methods similar to existing equipment (variable frequency drive (“VFD”), soft starters and contactors).
8. Include SEL-751 (Main and Tie Breakers) or SEL-710-5 (large motor feeders) or SEL-849/3421 protective relays in the design of the new equipment.
9. Include an SEL RTAC in the SNCEP control room and network communications interface in the design.
10. Include two (2) control power circuits from two (2) independent sources for each cubicle in the new MCC A & B main/tie/isolation switch, switchboard and VFD/starter equipment. Utilize available breakers/spaces in existing auxiliary panels for the control power circuits. Investigation including an auto throw over scheme in the design for redundant control power in the new MCC A & B and uninterruptible power supply for stability of control power.
11. The design will attempt to minimize the number of top penetrations into the new MCC A & B as feasible.
12. Perform the required Power System Analysis for the modified design to include short circuit, protective device coordination, arc flash, load flow, and transient motor starting studies. Analysis will only include the new equipment and equipment directly affected by the project. Analysis will be performed using the SKM Power Tools software.
13. Provide coordination study amongst the equipment, fuses and the breakers.
14. Assist Utilities with procurement of long lead items (review of options, cost estimates, etc.). Typically, Utilities will Owner Furnish Materials (“OFM”) at the preliminary engineering / 30% phases.

EXHIBIT A
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Subtask 110 Data Collection

1. Coordinate and attend Kick-off meeting. Prepare and distribute meeting minutes.
2. Collect and review all available information such as records, maps, aerials, surveys, easements, plans, record drawings, soils investigation reports, building codes and Standards that may be pertinent to execution of the Project. Review all requirements of all agencies having jurisdiction over the Project. Collect and review any other information that may have a bearing and impact on the planning, design, approval, permitting, construction, or operation of the Project.
3. Review any previous inspection and condition assessment reports and recommendations prepared by or provided by Utilities.
4. Coordinate with Utilities any inspection and testing work required. Evaluate existing conditions along the proposed installation route by site visitation. Consider current field conditions and any proposed site improvements and/or changes that may impact the project and recommended location of new infrastructure.

Subtask 120 Preliminary Engineering Report

As a minimum the Consultant shall provide the following:

1. Perform a conceptual design (10% level) to include drawings of alternates, a pros/cons list for each alternative, a cost for each alternative and a recommendation.
2. Submit a preliminary design report comprised of the following contents:
 - Section 1 - Introduction (general design criteria)
 - Section 2 - Capacity requirements (discuss data supplied by Utilities and Consultant's recommendation)
 - Section 3 - Observations (sequence of work, location of MCC A & B within the existing facility including modifications required to facilitate the new electric switchboard/circuit breaker/contactors equipment, etc.)
 - Section 4 - Condition Assessment based on current operations.
 - Section 5 - Best practices/applicability.
 - Section 6 - Schematic drawings of each alternative evaluated indicating all major conflicts with existing Utilities and all areas where special construction techniques must be considered. Additionally, present any other pertinent information necessary for Utilities to evaluate the proposed installation locations.
 - Section 7 - Opinion of Probable Construction Cost for each alternative evaluated.
 - Section 8 - Recommendations (full evaluation of three (3) options)
 - Appendix A - Preliminary records collected.
 - Appendix B - Design calculations.
 - Appendix C - Additional information including a list of internal and external stakeholders

Deliverables:

1. Preliminary Design Report will include tabs for each of the sections and appendices.
2. Submit an electronic copy as a PDF of the draft "Preliminary Design Report" to Utilities.
3. Meet with Utilities to discuss and revise in accordance with the comments from Utilities.
4. Submit in AutoCAD 2022 (.dxf or .dwg) and REVIT 2022 (.rvt) file formats. All file formats shall be coordinated prior to project initiation.
5. Submit an electronic copy of the Preliminary Design Report in Microsoft Word electronic format.

TASK 200 - CONSTRUCTION DOCUMENTS

The construction documents shall be complete and meet all requirements for construction contract competitive Bid formulation and subsequent Construction of the Project including the components as described in the Description of Project and industry standards. All documents shall comply with the current requirements of all the District and RCES Standards, and the requirements as described in the scope. Consultant shall provide quality assurance and "constructability" review prior to all submittals to Utilities. Design services will include 30%, 60%, 90%, bid, permit, record/as-built document submittals and site survey. The Consultant shall review the site for various utility services currently in place and that will require modification as part of this work.

EXHIBIT A
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1. Overall

- A. Produce “As-found” drawings for all electrical equipment, control devices and other appurtenances that are required to be modified by the work of this project. Drawings shall be developed using REVIT 2022 (.rvt) file format or as approved by Utilities.
- B. Verify that the location for MCC A & B and existing equipment including but not limited to existing communications equipment and chiller motor and pump equipment are coordinated for maintenance space, access, and personnel movements for circuit breaker and motor/pump removal.
- C. Construction sequence of operation to eliminate service outages.
- D. Architectural sheets covering any temporary or permanent changes to building.
- E. Demolition plans for all disciplines including but not limited to architectural, fire protection, structural, mechanical, plumbing, electrical and controls elements.
- F. Coordinate all trades equipment and utility routing design with existing electrical raceways and chilled water piping and ancillary equipment.
- G. Review construction access issues for removal of the existing MCC A & B equipment from the building and identify any changes required to building walls, doorways or structure.
- H. Perform a maintenance access and safety review of proposed equipment layouts to ensure that paths and access for maintenance equipment (man-lifts, fork trucks, maintenance cranes, etc.) are not blocked and that hazards to personnel are not created by the layout.
- I. Perform an emergency egress layout of the chiller plant room to ensure that equipment arrangements do not impede personnel movements and are in compliance with Code requirements.

2. Mechanical / Plumbing

Coordinate all outages with Utilities Project Management, Utilities Engineering and Utilities Operations to complete the outage and cutover process without interruption to the chilled water system served by MCC A & B.

3. Electrical

- A. As found drawings shall include all electrical equipment and enclosures. These drawings shall depict the wiring and arrangements of all electrical switchgear, MCCs, starters, breakers, distribution panels, lighting panels, UPS panels and switches, and PLC/Instrumentation panels/cabinets that are required to be modified by the work of this Project (an “Affected Panel”). Where wiring in an Affected Panel is routed to another panel that is not affected, the as-found drawings shall indicate the unaffected panel designation but not the internal wiring arrangement or terminal strip landing points of the unaffected panel. This work will require on-site investigation of de-energized panels that will require local outages, mostly at night. Utilities will assist with arranging schedules for outages and will accompany Consultant during the work to ensure safe and efficient data-gathering.
- B. Demolition drawings depicting the removal of the existing MCC A & B and any cable and/or conduit and temporary configurations needed, taking into consideration the outage sequence and sequence of construction. Any temporary electrical connections should be identified as part of the demolition and outage sequence.
- C. All electrical work shall be incorporated into the overall design package in a format that aligns with the overall design package. It is intended the new MCC A & B design will be similar to the design of the recently replaced MCC C & D, shown on Exhibit E.2, drawing SNCEPE500. The new design will incorporate 480V main circuit breakers A and B to service two new 480V switchboards as well as a tie circuit breaker and bus isolation switch servicing the new switchboards. The new switchboards will service new or existing feeders to the existing pump, motor loads and auxiliary loads.
- D. New variable frequency drives will be installed for three (3) PCHD-1, -2, -3 200 HP loads and four (4) CT-1, -2, -3, -4 40 HP loads. Motor contactors or starters will be supplied for the remaining 100 HP or smaller motors. See Exhibits E.1 and E.2 for details.
- E. The construction sequence of operation for the electrical work shall be incorporated into the overall construction sequence of operation.
- F. The design shall attempt to utilize as much of the existing cabling and conduit system as practical, only replacing and modifying them as required.

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- G. Coordinate electrical conduit routing design with water and air piping, pipe hangers, and instrument tubing.
- H. New work drawings to include the following as it relates to the installation of the proposed electrical and auxiliary equipment;
 - i. Construction sequence of operation.
 - ii. Equipment and material specifications, including but not limited to the full specification for all new switchgear, cables, and ancillary components.
 - iii. One-lines, Threelines, AC & DC Schematics, physical layouts, panel/switchboard drawings, communication one-lines and network schematics.
 - iv. General arrangement and raceway plans.
 - v. Plan and elevation/profile.
 - vi. Detail sheets.
 - vii. Update the existing one-line drawings with the modification. One-line should include details of but not limited to cable sizes, conduit sizes, equipment sizes (Transformer, fuses, breakers, etc.)
 - viii. Provide elevation drawings of the equipment and cable runs.
 - ix. Provide AC and DC elementary/schematic drawing where needed.
 - x. Provide demolition drawings.
 - xi. Provide necessary test that needed to be performed for equipment and evaluate the tests once provided during construction phase.
 - xii. Provide equipment list with part numbers, equipment rating and sizes.
 - xiii. Provide cable schedule with cable types, cable lengths, conduit size, conduit type, voltage drops.
 - xiv. Provide installation plan for the equipment based on weights, clearance and area conditions.
 - xv. Provide cable routing in association to the existing utilities, cable vaults and duct bank design if needed.

4. Controls

- A. Integrate all existing control schemes (if applicable) into the operation of the MCC A & B circuit breakers and control and monitoring schemes.
 - i. Provide “as-found” drawings for all controls equipment associated with the implementation of this project. These drawings shall depict the control cabinets, devices, networking framework and miscellaneous appurtenances/hardware that are required to be modified by the work of this Project.
 - ii. Demolition drawings depicting the removal of control instrumentation and systems associated with the equipment. Design temporary utilities during demolition and installation as needed or required.
- B. New work drawings to include design/modifications to new/existing PLC cabinet and control wiring for the control and monitoring the switches. Local area network communications conduit, wiring and accessories as necessary for the operation and monitoring of the equipment. Controls shall be 24VDC. Control design shall include:
 - i. Construction sequence of operation.
 - ii. Equipment and material specifications, including but not limited to the full model number for all new instrumentation, cables and ancillary components.
 - iii. Detailed schematics for new and modified instruments and devices.
 - iv. Point to point wiring of all new and modified devices.
 - v. Controls sequencing chart/diagram and narrative for the operation of the new equipment and associated systems.
 - vi. One-line diagram for all communication and control wiring/schemes.
 - vii. Field Instrumentation locations.
 - viii. Plan diagrams.
 - ix. Details sheets.

5. Structural

- A. Provide “as-found” drawings for all structural elements associated with the implementation of this project. These drawings shall depict equipment pads, and raceways that are required to be modified by the work of this Project.

EXHIBIT A
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- B. Provide concrete floor repair details to correct the demolition and removal of the existing equipment foundations and/or damage incurred during Construction.
- C. Provide structural load analysis in coordination with utility design.
- D. New work drawings to include the following as it relates to the installation of the proposed booster pumps and ancillary equipment:
 - i. Construction sequence of operation.
 - ii. Equipment and material specifications.
 - iii. Plan and elevation/profile.
 - iv. Detail Sheets.

6. Architectural

- A. Provide “as-found” drawings for all architectural elements associated with the implementation of this project. These drawings shall depict existing building structural, building façade, etc. that are required to be modified by the work of this Project.
- B. Architectural sheets covering any temporary or permanent changes to the building.
- C. Personnel Emergency Egress Sheet(s).
- D. New work drawings to include the following as it relates to the installation of the proposed booster pumps and ancillary equipment:
 - i. Construction sequence of operation.
 - ii. Material specifications.
 - iii. Plan and elevation/profile.
 - iv. Isometric and plan diagrams.
 - v. Detail Sheets.

7. Project Manuals

Consultant shall develop Project Specifications in ‘50 Division’ format, which refers to the 50 divisions of construction information, as defined by the Construction Specifications Institute (CSI)’s MasterFormat. Consultant shall also develop a project manual of specifications based upon sections provided by Owner and specifically tailored to the requirements of this project. Utilities will provide Division 1 for the Consultant’s inclusion in the Project Manual. The District will generate all Division 0 and 1 specifications and requirements except for Sections 00850, Drawing Index and Section 01110, Scope of Work which Consultant shall provide. Consultant shall submit plans and specifications for review at the 60%, 90%, 100% (“Issued for Bid”), Issued for Construction and Issued for Record phases.

Subtask 210 – 60% Level of Completion

Shall be defined as a complete set (all sheets that will be in the bid package) of plan, plan and profile, detail, or standard details drawings indicating all plans, mechanical details, electrical plans and one-line diagrams and details, specific technical specification sections with proposed changes (including Section 00850 and 01110) and Consultant’s Estimate of Probable Cost utilizing standard pay items. If in the opinion of the Design Manger (“DM”) the 60% level of completion is not met, the submittal shall be resubmitted with the appropriate missing information.

General Requirements

- 1. A physical walk-through to perform a constructability review of the proposed project site shall be made by the DM, Utilities Project Management, Utilities Operations and the Consultant as part of the 60% review meeting.
- 2. Up to four (4) trips for field investigation during the design.
- 3. Drawings shall use the Utilities drawing naming convention.
- 4. Any modifications to the District and RCES Standards shall be reviewed and approved by Utilities Engineering prior to be included in the Contract Documents. All approved changes shall be noted.
- 5. Include a complete sequence of work on the plan set including.
- 6. Meet with Utilities to discuss the 60% submittal, prepare a written list of Utilities comments, submit to Utilities for verification and subsequently revise the construction documents per Utilities comments.

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7. Incorporate all stakeholder comments into the drawings and specifications after approval by the DM. An email shall be submitted by the Consultant verifying whether each of the stakeholders have reviewed and commented on the drawings.

Deliverables:

1. Submit an electronic PDF of the 60% design drawings.
 - A. All required plan and specifications for Utilities to use for procurement.
 - B. Develop Owner Furnished Material list and provide at 60% submittal for Utilities review to release for procurement.
 - C. Review Owner Furnished equipment manufacturer drawings and Bill of Materials during the procurement stage.
 - D. AutoCAD drawings for title sheet, general notes and details.
2. Any technical specifications with proposed tracked changes.
3. Any proposed Drawing Detail(s).
4. Provide the Consultant's Estimate of Probable Cost utilizing standard pay items.
5. Any proposed new pay items shall be submitted with measurement and payment description to match Utilities format and numbered with an appropriate payment item sequence.

Subtask 220 - 90% Level of Completion

Shall be defined as a complete set the construction drawings and specifications containing all of the general and preceding requirements, District and Utilities' 60% review comment tabulation (Excel spreadsheet), and 60% review comments were addressed, and an opinion of the probable construction cost utilizing standard pay items. If in the opinion of the DM the 90% level of completion is not met, the submittal shall be resubmitted with the appropriate missing information.

General Requirements

1. Identify all assets on the drawings with unique numbering. Utility assets and infrastructural features shall be labeled on the drawings with unique identification numbers.
2. Submit the 60% review comments in an Excel spreadsheet.
3. Meet with Utilities to discuss the 90% design drawings submittal, prepare an updated written list of 90% Utilities' review comments in an Excel spread sheet.
4. Incorporate into this submittal any governmental agency permit review comments.

Deliverables for the Review Meeting:

1. Submit an electronic PDF of the 90% design drawings.
 - A. All required plans, details and specifications
 - B. Design packages from Utilities
 - C. AutoCAD drawings for title sheet, general notes and details
2. Complete Sections 00850 and 01110.
3. Any technical specifications with proposed tracked changes.
4. Any proposed Drawing Detail(s).
5. Any proposed new pay items shall be submitted with measurement and payment description to match Utilities format and numbered with an appropriate payment item sequence.
6. Provide the Consultant's Estimate of Probable Cost utilizing the District/RCES standard pay items.

After the 90% review meeting:

- Incorporate all owner comments or address all comments from Owner on drawings.

Subtask 230 – Bid-Ready (100%) Level of Completion

Shall be defined as a complete set of the construction drawings and technical specifications including the Bid Schedule that will allow the Project to be bid and all of Utilities' 90% review comments were addressed. Incorporate all final red-line review comments into the drawings and specifications. The drawings shall be signed/sealed in accordance with all requirements set forth by the District, Utilities and the State of Florida.

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Deliverables:

1. Submit an electronic PDF copy of Bid-Ready (100%) complete construction drawings and specific required specification sections, including but not limited to Sections 00850 and 01110).
2. Submit in AutoCAD 2022 (.dxf or .dwg) and REVIT 2022 (.rvt) file formats. All file formats shall be coordinated prior to project initiation.
3. Submit an electronic copy of the specifications in Microsoft Word electronic format.
4. Provide a Bid Item Schedule and an updated Consultant's Estimate of Probable Cost utilizing the standard pay items.

Subtask 240 – Issue for Construction (“IFC”) Level of Completion

Shall be defined as a complete set of the construction drawings including structural calculations and technical specifications that will allow the Project to be permitted for Construction, including all bid addendums incorporated into the drawings and specifications. The drawings shall be signed/sealed in accordance with all requirements set forth by the District/Utilities and the State of Florida.

Deliverables:

1. Submit an electronic PDF copy of Issue for Construction (“IFC”) complete construction drawings and specific required specification sections, including but not limited to Sections 00850 and 01110.
2. Submit in AutoCAD 2022 (.dxf or .dwg) and REVIT 2022 (.rvt) file formats. All file formats shall be coordinated prior to project initiation.
3. Submit a copy of the specifications in Microsoft Word in electronic format.
4. Respond to all requests for additional information from permitting agencies.

TASK 600 – STAKEHOLDER OUTREACH

Subtask 610 – Stakeholder Meeting

1. Prior to the 60%, 90% and 100% level of completion, the Consultant shall prepare the following:
 - A. Consultant, with the guidance of the DM, identifies all stakeholders external to Utilities and provide a list to Utilities.
 - B. Consultant prepares presentation information related to the Project to be used at stakeholder meetings.
2. Consultant conducts three (3) stakeholder meetings, including transcribing comments and questions from the attendees. Consultant follows up, in writing, with answers to all questions and comments. It is anticipated meeting will be held with the following in various combinations:
 - A. Utilities Operations
 - B. Utilities Project Management
 - C. Utilities Engineering
 - D. Executive Leadership with Utilities
 - E. the District representatives
3. Consultant shall provide a copy of the sign-in sheet and meeting minutes to DM within three (3) working days of all stakeholder meeting.

TASK 700 - BIDDING ASSISTANCE

Subtask 710 – Bidding Assistance

1. Create construction drawings and specifications for bidding and distribution by the Utilities. Construction drawings and specifications shall be formatted as .pdf documents.
2. Attendance at one (1) pre-bid and post-bid meeting.
3. Submit a list of prospective bidders to Utilities.
4. Attend a pre-bid conference scheduled by the District.

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5. Review written questions from bidders related to the Project and answer all questions as required to interpret, clarify, or expand the Bidding Documents. Submit addenda and plan corrections to the District Procurement Department within 48-hours of receipt of questions from same.

TASK 800 - CONSTRUCTION ADMINISTRATION

Subtask 810 – Conformed Documents (Construction-Ready) and Preconstruction Conference

1. Utilities will provide construction inspection. All instructions to the Contractor(s) shall be issued through Utilities. The Consultant shall:
 - A. Incorporate into the construction documents any revisions and clarifications that occurred during the permit review stage and the bidding phase for all required and Contractor-executed documents. Plan corrections made during this time not attributed to Owner-requested changes, or as previously unknown conditions, will be made at no cost to the Owner.
 - B. Provide Utilities the “Conformed” construction drawings in PDF format.
 - C. Provide Conformed Construction Documents.
 - D. Submit digital PDF files to Utilities.
 - E. Manage Preconstruction Conference.
 - F. Plan, organize and conduct a pre-construction conference; distribute the Conformed Contract Documents, take meeting minutes, and distribute written minutes to all attendees. Consultant will create an agenda for the meeting in close coordination with Utilities Project Management.
 - G. Provide a digital version of the conformed construction drawings in AutoCAD 2022 (.dxf or .dwg) and REVIT 2022 (.rvt) formats to the Contractor’s Surveyor for preparing the As-built Drawings. All file formats shall be coordinated prior to project initiation.
 - H. Provide all final SKM study files and resources capable of being integrated into the Utilities system files.

Subtask 820 – Shop Drawings and Correspondence

1. **Shop Drawings**
 - A. Review shop drawings and product submittals for conformance with the Contract Documents and is/are compatible with the design concept.
 - B. If the drawings or schedules as submitted describe variations and show a departure from the Contract Documents which the Consultant finds to be in the interest of Utilities and to be so minor as not to involve a change in Contract Price or Contract Time, the Consultant may return the reviewed drawings without noting an exception.
 - C. Review Contractor Furnished equipment manufacturer’s drawings and Bill of Materials during the construction stage.
 - D. Review Owner Furnished equipment/material manufacturer’s drawings and Bill of Materials during the construction stage.
 - E. Provide in AutoCAD 2022 (.dxf or .dwg) and REVIT 2022 (.rvt) file formats. All file formats shall be coordinated prior to project initiation.
 - F. Assure and provide all operator and instruction manuals are provided in a searchable .PDF document file format.
2. **Substitutions**
 - A. The Consultant will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by Utilities/Professional to evaluate the proposed substitution.

Subtask 830 – Request for Information (RFIs), Request for Proposals (RFPs), and Construction Change Directives (CCDs)

1. Receive, review, evaluate, distribute and/or issue RFIs, Supplemental Instructions, RFPs, CCDs, and sketches and drawings to resolve actual field conflicts encountered and provide consultation and advice during the construction process.
2. The Consultant understands that for any drawing revision, all drawings associated with the project will need to be reissued (not just the revised sheets).

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Subtask 840 - Schedule of Values

1. Review Contractor's schedule of values to ensure the breakdown is adequate to allow accurate measurement for payments and will compare the proposed schedule of values to the Consultant's estimate of probable construction costs for apparent imbalances, i.e. front-end loading.
2. Consultant shall propose budget for this task as is based upon specific number of lump sum items requiring a schedule of values.

Subtask 850 – Monthly Construction Progress Meetings and Site Inspections

1. Attend monthly construction progress meetings, take meeting minutes and distribute minutes to all attendees. Concurrently on the day of the monthly construction progress meeting, observe the Construction of the Project and discuss any concerns with Utilities.
2. Review the progressive As-built Drawings and to determine if the constructed improvements meet the Consultant's design intent.
3. Conduct up to one (1) additional site visit per month to observe Construction.

Subtask 860 – Substantial Completions and Partial Certifications

1. Substantial Completion Inspections
 - A. Conduct substantial completion inspections of Project and prepare the appropriate "punch lists".
2. Partial Certifications
 - B. Submit As-built drawings and necessary documents for partial project certification of completion to the non-District permitting agencies (Florida Department of Environmental Protection ("FDEP"), Water Management Districts, etc.) to obtain all approvals for release.

Subtask 870 – Final Completion Inspection and Record Drawings

1. Conduct final completion inspection of Project.
2. The Consultant shall develop the Record Drawings from the As-built Drawings supplied by the Contractor and through field observations. The Consultant shall indicate substantive deviations from the original design documents and certify whether the deviations are such that the original engineering design intent has or has not been "materially" accomplished by the finished Construction. The accuracy of the location information is to be based upon the Contractor's Surveyor's As-Built drawings.
3. The Record Drawings shall be a compiled representation of the constructed project; shall contain a listing of the sources Utilities and the basis of information used in the preparation of the Record Drawings; shall contain a certification that they are believed to be correct to the best of the Consultant's knowledge and that the drawings meet the design intent. Final Record Drawings combine all previous partial clearances, contractor As-builts, surveyed coordinates, contractor red-lines, and all utilities work into one complete set.
4. The drawings shall be signed/sealed in accordance with all requirements set forth by the District, Utilities and the State of Florida and containing appropriate notes or disclosures accompanying the certification that state the Consultant's determination that such modifications do or do not "materially" affect the permitted design. Exclusions are not permitted.
5. Provide the AutoCAD 2022 (.dxf or .dwg) and REVIT 2022 (.rvt) file formats. All file formats shall be coordinated prior to project initiation. Study and Model data shall be provided in its entirety in the native file format for the modeling software being used. Summary data and reports shall be provided in a searchable .PDF file format.

QUALITY ASSURANCE PLAN

The Consultant shall be responsible for the professional quality of all deliverables. The Consultant shall have and shall implement an internal Quality Assurance Plan that as a minimum provides review of all deliverables and significant calculations by another qualified professional that was not responsible for preparing the deliverable or calculation. The Consultant's Project Manager shall certify with each deliverable that the appropriate internal Quality Assurance review was performed prior to submittal to Utilities. Any exceptions will require approval by the Utilities Project Manager.

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CLARIFICATIONS AND ADDENDA

1. A photometric analysis must be provided. If the existing lighting levels are found inadequate to support the changes in equipment location, additional lighting and further photometric analysis may be required. This should be accounted for and included in the contract. Depending on the final layout of the new/replacement equipment, this may be unnecessary and will be removed from the Scope of Supply at that point.
2. Exhibit E.4 drawings detail the most recent addition to the north end of the chiller plant structures, and the cooling towers, while also indicating the interface with the south end of the plant where MCC A & B are located.
3. Detailed architectural and structural drawings are not available at this time. See Exhibit E.4 for available drawings.
4. Regarding Task 100, note 10: It shall be assumed that two independent sources are required in each cubicle for automation control and monitoring. An ATS is adequate for serving a UPS system similar to the system shown for MCC C & D on the system one-line and in Exhibit E.2. All protection and control shall have two independent sources for trip coils. Modifications to the existing electrical SCADA system for protection and control as well as plant automation and control systems will be involved. New and existing PLC control system modifications will be required.
5. No booster pumps are being installed as part of this project. New VFD's and soft starters are being supplied and replaced by Utilities personnel and its' contractor per the drawings and one-line. The motor/pump horsepower is shown on the one-line.
6. AutoCAD 2022 drawing files are acceptable in place of Revit 2022.
7. Reedy Creek Energy Services ("RCES") provides the personnel for the maintenance, operation, and engineering services for all utilities owned by the Central Florida Tourism Oversight District (CFTOD). RCES is also referred to as Utilities within this document since they manage the utilities owned by CFTOD.
8. SCADA, RTU, and PLC cabinets will be available for viewing and evaluation. Viewing of the interior of electrical panels, MCCs, starters, VFDs, etc. will require an outage.
9. Outages on the MCC bus can be arranged on consecutive nights, if needed.
10. Regarding existing drawings of wiring to start the as-builts: Data gathering is being conducted by Utilities at this time. New control schemes shall be provided for the new VFDs and soft starters as part of the contract. Utilities will assist with determining the existing control system connections, but data gathering hours should be provided for creation of as-built schematics, if needed. New control schematics are required for all equipment being served from the new MCC A & B, and shown on the one-line diagram, even though some existing equipment/contractors may be re-used with the new equipment.
11. With Consultant support, Utilities will assist with outside permits.
12. SubTask 830, Item 2: Typically only plansheets with revisions will be required to be reissued. There is a difference between Owner-requested changes, and Consultant mistakes.
13. SubTask 810: With Consultant support, Utilities will coordinate the pre-construction conference.
14. SubTask 710: The District conducts open bidding now; therefore, SubTask 710 list of prospective bidders is not an effort that is of importance for the Consultant.
15. Task 600: With Consultant support, Utilities will coordinate the scheduling of and attendance to the stakeholders meeting. Consultant will provide the details as indicated in Task 600.
16. Utilities will provide the basis for Division 26 and the consultant shall review and update based on project specific requirements and format using standard District Specification format. See Exhibit E.5 for a sample specification format as reference.
17. Personnel Emergency Egress Sheet: An architectural layout of the areas by new electrical and control equipment will be required to assure and demonstrate emergency egress of operating personnel is not adversely impacted by the new equipment locations.
18. A new door is required to provide emergency egress from the office area located in the southeast corner of chiller building. All supporting design and documentation required to permit, modify and construct the new door, as well as, the personnel emergency egress sheet plans are required.
19. Utilities will provide data gathering assistance as needed for investigation of existing electrical equipment.
20. There is an expectation for a controls contractor to be brought on board during design to assist in integration of the new controls in the existing system.
21. Disney standard Revit templates are not available for use.

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22. Standard details are in AutoCAD.
23. Architectural details are available in AutoCAD or pdf format. As with all drawings, the Consultant is responsible for verifying drawing accuracy and modifying the drawings that are directly affected by project execution.

SCHEDULE

Consultant's schedule to perform the work effort described herein including construction activities is included in Exhibit B.

The schedule for the accomplishment of the Project reflects the proposed elapsed time in days for completion of the preliminary engineering design, construction documents phase (final design), the bidding phase, and the construction phase of the Project. The schedule identifies and addresses accomplishment of each task.

END OF EXHIBIT A

EXHIBIT B - SCHEDULE
AGREEMENT NO. C006499
Project Schedule

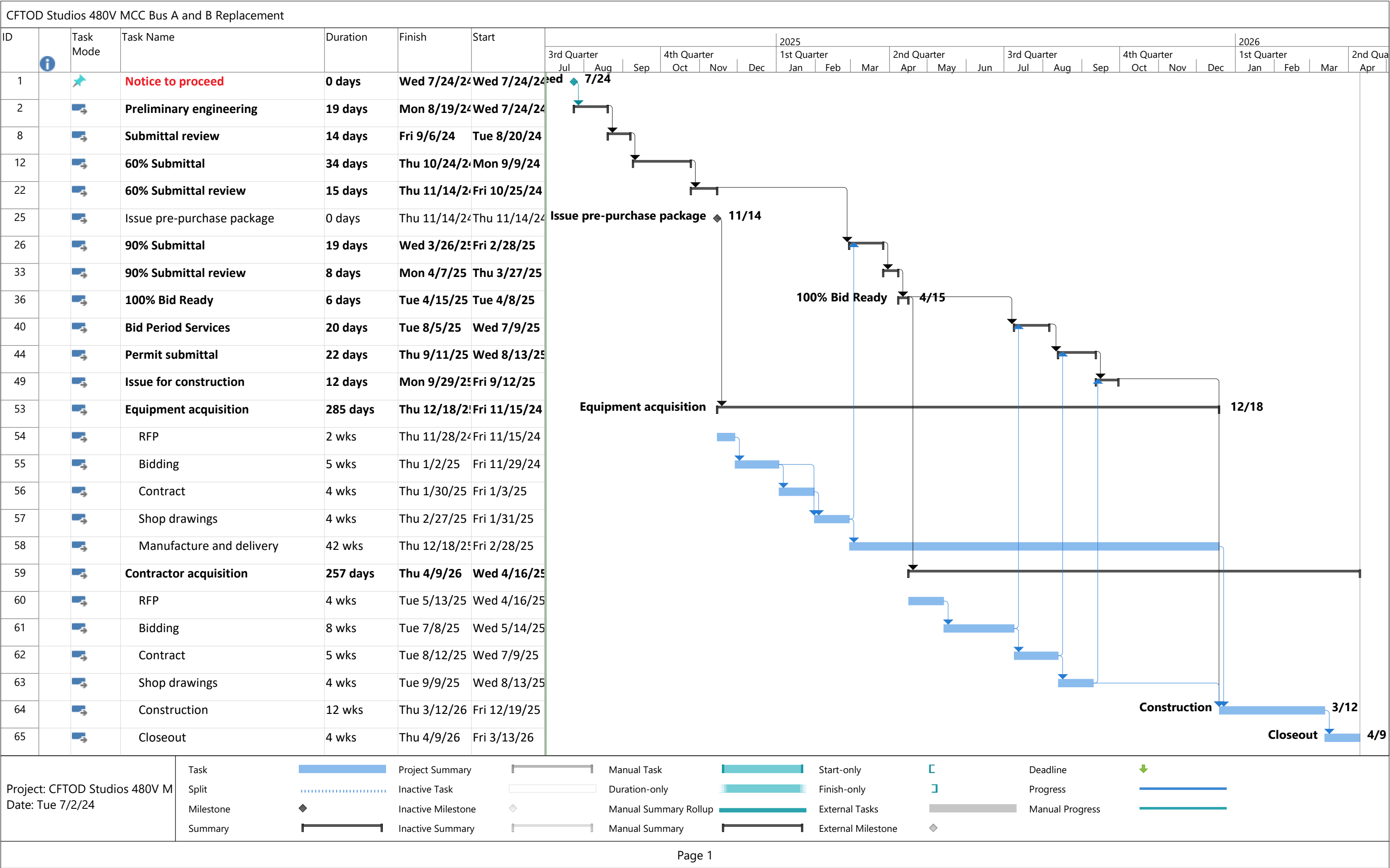


EXHIBIT B - SCHEDULE
AGREEMENT NO. C006499
Design Schedule

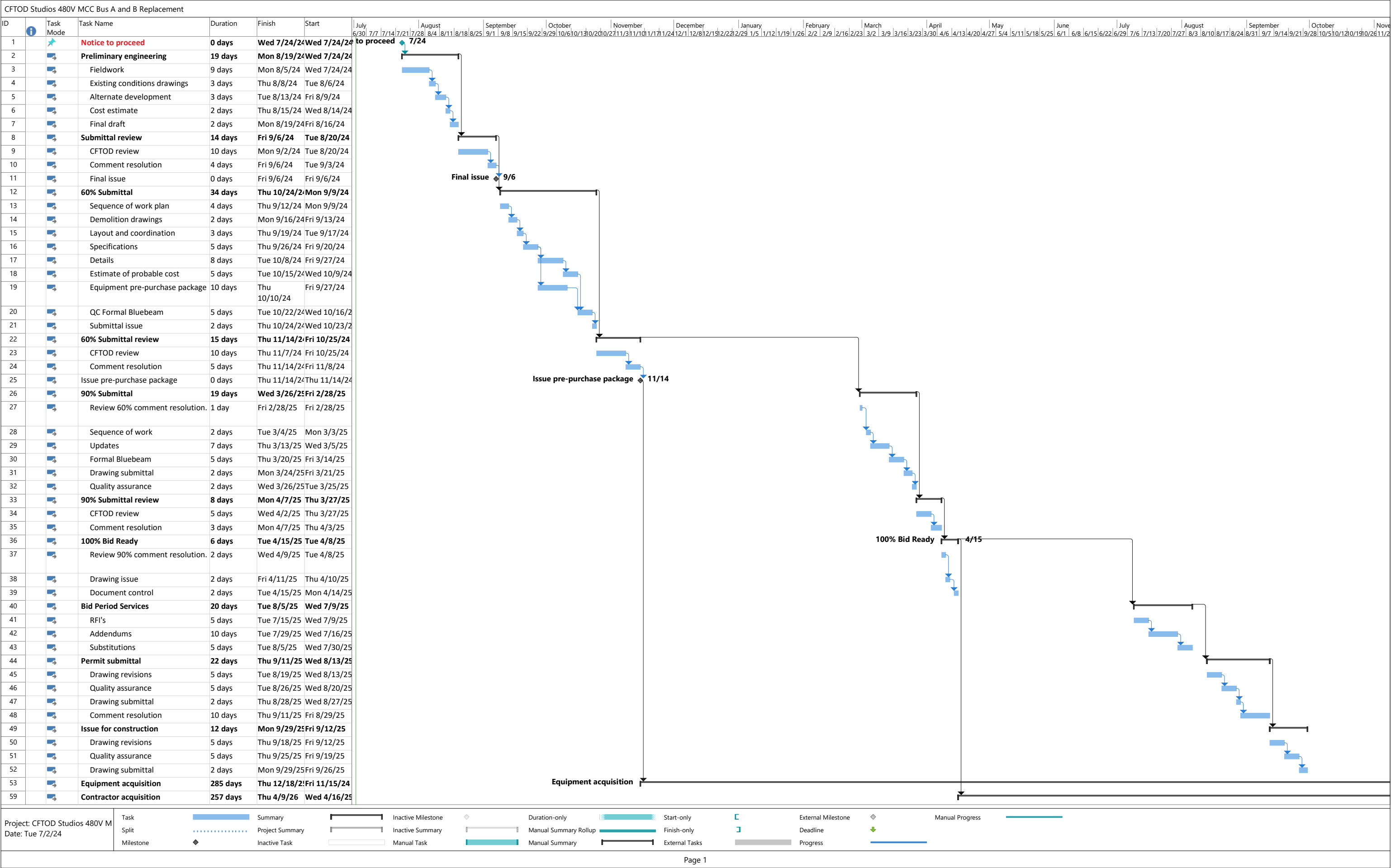


EXHIBIT C
RATE SCHEDULE
AGREEMENT NO. C006499

I: Itemization of the Fee: The following itemizes the Fee and corresponds to completion of the Scope of Services set forth in Exhibit A:

Labor Category	Total Hours (all tasks)	Loaded Hourly Rate	Total Fee
Principal Engineer	60	\$230.40	\$13,824.26
Architect	2	\$222.36	\$444.73
Senior Engineer 2	54	\$148.05	\$7,994.57
Chief Engineer 1	235	\$194.74	\$45,764.07
Senior Electrical Engineer	467	\$163.74	\$76,467.31
Senior Mechanical Engineer	19	\$192.97	\$3,666.38
Senior Engineer 1	572	\$107.45	\$61,462.75
Engineer 2	177	\$228.07	\$40,368.76
Electrical Engineer	310	\$93.92	\$29,115.39
Chief Designer	28	\$151.42	\$4,239.89
Senior Designer	69	\$101.40	\$6,996.82
Senior Engineering Technician	414	\$77.45	\$32,064.00
TOTAL FEE AMOUNT:			\$322,408.91

II. Staff Hours: The following itemizes the hours by staff classification and corresponds to completion of the Scope of Services set forth in Exhibit A:

Staff Classification	Principal Engineer	Architect	Senior Engineer 2	Chief Engineer 1	Senior Electrical Engineer	Senior Mechanical Engineer	Senior Engineer 1	Engineer 2	Electrical Engineer	Chief Designer	Senior Designer	Senior Engineering Technician	SH By Activity
Task 100 Preliminary Engineering													
Task 110 Data Collection	2		2	4	4		8		8	1	3	1	33
Task 110 Fieldwork	2		8	8	8		16	6	8		4		60
Task 110 Existing Conditions Drawings				6	10		11	6	16	2	2	13	66
Task 120 Preliminary Engineering Report				24	80	2	26	24				11	167
Task 120 Alternate Development				2	30		8	16	16			2	74
Task 120 Cost Estimates				4	12		8	2				4	30
Task 200 Construction Documents/210 60% Level of Completion													
Task 210 Sequence of Work				6	8		12	2	4			6	38
Task 210 Demolition Drawings	4		6	10	8		20	2	8	2	4	18	82
Task 210 New Work Drawings	2		4	8	16		40	3	16	5	13	8	115
Task 210 New Equipment Layout and Coordination	4		2		20			3	16	4	6		55
Task 210 Details	2		2	40	36		120		16	1	9	80	306
Task 210 Specifications	8		4	16	16		40	2	8	2	2	24	122
Task 210 Cost Estimate Update	2			4	2		4	2	4			8	26
Task 210 Equipment Pre-Purchase Package				1	8		8	3	8			4	32
Task 210 SKM Model					12			2	24				38
Task 210 Quality Control Bluebeam Review				8	4	8	4	6	4			4	38
Task 210 Submittal Issue		2			2		2	2					8
Task 210 Comment Resolution				2	8	2	4	4	4			2	26

EXHIBIT C
RATE SCHEDULE
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Staff Classification	Principal Engineer	Architect	Senior Engineer 2	Chief Engineer 1	Senior Electrical Engineer	Senior Mechanical Engineer	Senior Engineer 1	Engineer 2	Electrical Engineer	Chief Designer	Senior Designer	Senior Engineering Technician	SH By Activity
Task 220 90% Level of Completion													
Task 220 Review 60% Comment Resolution	1		1	8	4	2	8	2	4	1	1	16	48
Task 220 Sequence of Work				8	4	1	24	1	2			8	48
Task 220 Drawings	5		6	20	32		60		40	5	13	88	269
Task 220 Specifications	2			1	4		2	2	2	1	1	1	16
Task 220 Cost Estimate	1				2		2	1	2		1		9
Task 220 SKM Model					8			2	8				18
Task 220 Quality Control Bluebeam Review				4	8		4	3	8			8	35
Task 220 Submittal Issue			1		1		2	1	1				6
Task 220 Comment Resolution	1			1	4		2	3	2		1	1	15
Task 230 100% Bid-Ready													
Task 230 Bid Documents	1		1	2	6		4	2	8	1	1	2	28
Task 230 RCES Review Comment Resolution	1			4	8		8	3	2		1	2	29
Task 240 IFC and Permitting													
Task 240 Incorporate Bid Addendums			1		4		2	3	16		1		27
Task 240 Permit Submittal	1				1		1	1	1	1			6
Task 600 Stakeholder Outreach/610 Stakeholder Meeting													
Task 610 Presentation Preparation	2			1	3		2	3		1			12
Task 610 3 Meetings with Stakeholders	2				12		3	12			1		30
Task 610 Comment/Question Responses	2			1	6	2	6	5			1		23
Task 700 Bid Assistance/Task 710 Bid Assistance													
Task 710 Pre-Bid Conference				1	4		1	3					9
Task 710 Post Bid Conference					4			3					7
Task 710 RFI Responses	1			2	8	2	20	2		1		2	38
Task 710 Addendums	1				4		2	1	4		1		13
Task 800 Construction Administration													
Task 810 Conformed Documents				1			2					1	4
Task 810 Pre-Construction Meeting				1	4		1	4					10
Task 820 Shop Drawing Review	2		4	4	8		8	4	16		2	4	52
Task 820 Substitutions	2				2		2	1	2				9
Task 830 RFIs, RFPs, CCDs	3			8	16		8	4	8		1	8	56
Task 830 Schedule of Values (Cost Review)	2			1	2		3	2					10
Task 840 Monthly Const. Progress Meetings and Site Visits			8	8	16		8	16	16				72
Task 840 Substantial Completions and Partial Certifications	2		2	8	4		40	4	4			80	144
Task 850 Final Completion and Record Drawings	2		2	8	4		16	4	4			8	48
Total Staff Hours	60	2	54	235	467	19	572	177	310	28	69	414	2,407

END OF EXHIBIT C

Project Understanding

Salas O'Brien's understanding of the Studios North Central Energy Plant (SNCEP) MCC A & B Replacement consists of three high-level phases that can each be broken down into sub-parts. The three main aspects of this project are 1) understanding, 2) defining, and 3) implementing.

1. "Understanding" involves the team learning all the existing equipment, how it's currently controlled, how it needs to be controlled going forward, how it can be phased out and then re-phased back into an active sequence of operation, how the overall plant was originally designed and how it operates.
2. Once we fully "understand" the SNCEP, we will "define" the requirements for the upgrade, inclusive of the new equipment, controls, layouts, and sequences. An important step in the "define" phase is the development of the sequence of operations for the Contractor to follow. This sequence should be fully vetted by all stakeholders involved in the project to ensure all needs are met through all phases of construction. Only after all the definitions are established and agreed to by CFTOD, Salas O'Brien, and the rest of the stakeholders will the project move into the third phase.
3. After the project is fully developed conceptually, the construction documents (CDs) will be created. The intent of the CDs is to be provide a clear, concise work direction to be bid by fully capable Contractors. We will provide direction on as much as is feasible, inclusive of equipment mounting and locations, conduit support and routing, cable type, size, and approximate length, and a clearly communicated (and already established/approved) phased sequence of events.

Our intent is to provide CFTOD with a fully functional chiller plant that meets or exceeds the needs of the District. Salas O'Brien's goal is to provide a thorough solution that minimizes requests for information (RFIs) and limits and potential change orders from the Contractor, causing untimely delays and cost overruns.

Approach

Salas O'Brien's approach to this very technical project will start with document review and gathering a full understanding of the SNCEP. An understanding of the existing equipment, controls, and sequences is essential in understanding how to provide a step-by-step sequence for the transition to the new electrical distribution equipment. After we have a clear understanding of the existing systems, the new equipment requirements and specifications will be developed, ensuring all CFTOD and RCES requirements can be met within the existing building envelope. Once the equipment is selected, multiple concept layouts will be generated to guarantee the proposed equipment can be installed in the desired locations without obstructing access, restricting maintenance, or removing control to active systems in the plant.

Management Plan / Team Organization

Salas O'Brien will not have any subconsultants. We have identified the engineers and architect of record in the organizational chart. The team does not include survey, geotechnical, subsurface utility engineering, or environmental engineering but we would be comfortable adding these services if it is determined they are needed during design.

The two-person management team provides for dividing and conquering the management responsibilities. The Senior Project Manager (PM) manages the contract, schedule, staffing, and client relationships. The Project Coordinator (PC) backs up the PM and manages document control, invitations, reports, drawing production, and submissions. For this assignment the PM, Adam Levine, is also the engineer of record for the electrical engineering. The PC is Brian Weidenbruch.

ORGANIZATION CHART

Adam Levine
Project Manager
Engineer of Record
Electrical Engineering

Brian Weidenbruch
Project Coordinator
Electrical Engineering

Victor Diaz
Electrical Engineering

Mahaley Dougherty
Electrical Engineering

Jeff Kirkman
Engineer of Record
Mechanical Engineering

Jamie Landers
Controls Engineering

Bill D'Onofrio
Registered Architect
Architecture

Scott Armstrong
Engineer of Record
Structural Engineering



Adam Levine, PE

PROJECT MANAGER | ELECTRICAL ENGINEERING

Adam is a Senior Electrical Engineer and Project Manager who provides design and safety engineering for facilities. He has 20 years of experience in electrical design, assessments, electrical commissioning, construction management, and safety analysis. He has extensive experience in theme parks and their infrastructure systems, retail, restaurants, hotels, medium voltage, site, roadway, and parking lot lighting, and electrical vehicle charging stations.

EDUCATION

Bachelor of Science Electrical Engineering
 University of Central Florida

REGISTRATIONS

Professional Engineer: FL #77010

AVAILABILITY

40%

CONTACT

407.815.3279 Direct Office: 407.380.0400
 adam.levine@salasobrien.com Cell: 321.403.4502



Brian Weidenbruch

PROJECT COORDINATOR | ELECTRICAL ENGINEERING

Brian has 17 years of experience in electrical engineering, systems engineering, project management, and construction oversight with a concentration in NEC compliant power and communication distribution design, fire alarm and safety systems design, and engineering analysis. He continually exceeds client expectations while developing new business opportunities with existing and new clients. Brian is proficient in AutoCAD, Revit, and SKM Power Tools for Windows software.

EDUCATION

Bachelor of Science, Electrical Engineering
 University of Central Florida

AVAILABILITY

50%

CONTACT

407.815.3281
 brian.weidenbruch@salasobrien.com



Victor Diaz, PE, LEED AP

ELECTRICAL ENGINEERING

Victor has over 30 years of experience as a design consulting electrical engineer. He is a senior electrical engineer with Salas O'Brien overseeing all aspects of electrical systems design, quality control, peer reviews, etc. His experience includes higher education facilities, mixed-use, commercial, hospitality, municipal, and continuing service contracted projects.

EDUCATION

Bachelor of Science Electrical Engineering
 University of Central Florida

REGISTRATIONS

Professional Engineer: FL #55919, Puerto Rico

AVAILABILITY

20%

CONTACT

407.815.3313
 victor.diaz@salasobrien.com



Mahaley Doherty

ELECTRICAL ENGINEERING

Mahaley is an Electrical Engineer with 6 years of experience who has been involved in the design of medium and low voltage power, lighting, lighting controls, fire alarm systems and communications. She has experience in municipal, commercial, multi-family mixed-use, and site infrastructure installations.

EDUCATION

Bachelor of Science, Electrical Engineering:
 University of Central Florida

AVAILABILITY

40%

CONTACT

407.815.3310
 mahaley.doherty@salasobrien.com



Jeff Kirkman, PE, LEED AP
ENGINEER OF RECORD | MECHANICAL ENGINEERING

Jeff has more than 20 years of mechanical engineering experience in the design, modeling, and specification of mechanical systems including: HVAC, plumbing, and fire protection for theme parks, retail, restaurants, and hotels. His specific areas of expertise include HVAC retrofits, commercial HVAC, chilled water plants, thermal storage, studies, and energy audits. He also provides construction administration services.

EDUCATION

Bachelor of Science, Mechanical Engineering
University of Florida

REGISTRATIONS

Professional Engineer: FL #65629

AVAILABILITY

20%

CONTACT

407.404.0119
jeff.kirkman@salasobrien.com



Jamie Landers, PE
CONTROLS ENGINEERING

Jamie has 30 years of diverse power generation experience. His previous roles include time spent as a lead project engineer, generation dispatcher, asset manager, and production manager. His experience has provided him with an understanding of transmission, distribution, power generation operations, reliability standards, operating procedures, generation project engineering, and reliability focused maintenance.

EDUCATION

Bachelor of Electrical Technology,
University of Cincinnati

REGISTRATIONS

Professional Engineer: OH #71902

AVAILABILITY

15%

CONTACT

513.345.4334
jamie.landiers@salasobrien.com



Bill D'Onofrio, RA
ARCHITECTURE

Bill is a Registered Architect with over 26 years of experience who provides a diverse skill set in architecture. His design, project management, and quality control experience have proven successful in maintaining strong client relationships and oversees projects in various sectors including government, K-12, higher education, commercial, and residential markets.

EDUCATION

Master of Architecture, Clemson University
Bachelor of Architecture,
State University of New York at Buffalo

REGISTRATIONS

Professional Engineer: FL #AR92922

AVAILABILITY

15%

CONTACT

404.577.0370
bill.donofrio@salasobrien.com



Scott Armstrong, PE
ENGINEER OF RECORD | STRUCTURAL ENGINEERING

Scott has 30 years of structural engineering experience. His career has included engineering, project, and construction management of a diverse range of buildings in the federal, military healthcare, industrial, retail, commercial office, multi-family, manufacturing, hospitality, and worship sectors.

EDUCATION

Bachelor of Architectural Engineering,
University of Texas at Austin

REGISTRATIONS

Professional Engineer: GA #PE042180,
AL #37066-E, MS #21043, LA #32338

AVAILABILITY

20%

CONTACT

214.237.7022
scott.armstrong@salasobrien.com

／ **Quality Control and Assurance Plan**

Quality starts with the activation of the project and the document control.

We are comfortable working through Box when sharing with CFTOD and contractors. File management includes having rules for naming, folders, revisions, email subject lines, and distribution lists.

Quality control starts during the Concept Development phase. The basis of design and the concept design analysis will be reviewed. A final draft will be sent to CFTOD for review and comment. The final submittal will include a change log.

The 60% and the 90% Submittals will have a ten-day Bluebeam Session for internal review, comment resolution and drawing revisions. At the 60% submittal the sequence of work plan, specifications, estimate of probable cost, and details will be reviewed. At the 90% Submittal the QR reviews the 60% comment resolution. The 90% review focuses on ensuring previous comments are incorporated. The quality assurance looks at the product as a whole and document control.

The 100% Submittal documents the resolution of all previous comments. The issue for construction is scrutinized for standards coordination, file naming, title blocks, and published content.

G | RESOURCE ALLOCATION

／ **Resource Allocation**

Resource Allocation Matrix and Project Schedule

Included as attached spreadsheets on the following pages.

EXHIBIT D
CONSULTANT PROPOSAL
AGREEMENT NO. C006499

CFTOD 480V Motor Control Center (MCC) Bus A & B Replacement
Studios North Central Energy Plant

Resource Allocation Man Hours

	JDS/KLA	CAE/KAW	JAK	ASL	BKW/MSD	JL	BD / SA	
Task	CAD Technician	Electrical Engineer	Mechanical Engineer	Sr. Mechanical Engineer	Chief Engineer / Project Manager	Senior Electrical Engineer	Controls Engineer	Architect / STR Engineer
100 Preliminary Engineering								
110 Data collection			8	4			4	4
Fieldwork			8	8		8	8	4
Existing conditions drawings		8	16			8	16	24
								4
120 Preliminary engineering report				2	2	8	100	48
Alternate development			16	4		2	32	8
Cost estimates						2	16	16
200 Construction Documents								
210 60% Level of completion								
Sequence of work			4			2	8	24
Demolition drawings		8	8			2	8	80
New work drawings		8	16			4	16	0
New equipment layout and coordination			16			4	24	
Details			16				40	120
Specifications			8			2	16	24
Cost estimate update			4			2	2	8
Equipment pre-purchase package			8			4	8	4
SKM Model			24			2	16	
Quality control Bluebeam review			4		8	8	4	
Submittal issue						2	2	2
Comment resolution			4		2	4	8	8
220 90% Level of completion								
Review 60% comment resolution			4		2	2	4	16
Sequence of work			2		1	1	4	40
Drawings		8	40				40	80
Specifications			2			2	4	4
Cost estimate			2			1	2	2
SKM Model			8			2	8	
Quality control Bluebeam review			8			4	8	4
Submittal issue			1			1	1	2
Comment resolution			2			4	4	4
230 100% Bid-ready								
Bid documents			8			2	8	8
RCES review comment resolution			2			4	8	2
240 IFC and Permitting								
Incorporate bid addendums			16			4	4	2
Permit submittal			1			1	1	1

EXHIBIT D
CONSULTANT PROPOSAL
AGREEMENT NO. C006499
Resource Allocation Man Hours

600 Stakeholder Outreach									
610 Stakeholder Meeting									
Presentation preparation						3	3	3	3
3 Meetings with stakeholders						12	12	3	3
Comment/question responses		4		2		6	6	3	3
700 Bidding Assistance									
710 Bidding Assistance									
Pre-bid Conference						4	4		
Post-bid Conference						4	4		
RFI responses			4	2		2	8	8	2
Addendums			4			1	4	2	2
Subtotal	32	260	26	19	124	465	554	150	
800 Construction Administration									
810 Conformed documents									
Pre-construction meeting						4	4		
820 Shop drawing Review		16				4	8	24	8
Substitutions		2				1	2	2	2
830 RFIs, RFPs, and CCDs		8				4	16	4	4
840 Schedule of Values (Cost review)						2	2	4	2
850 Monthly Const. Progress Meetings and Site visits		16				16	16	16	8
860 Substantial Completions and Partial Certifications			4			4	4	4	4
870 Final Completion Inspection and Record Drawings	16	4				4	4		4
Subtotal	16	50	0	0	39	56	54	32	
Total Hours:									
	48	310	26	19	163	521	608	182	

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 8.4

Board Meeting Date: 7/24/2024

Subject: Proposed Budget and Millage Rate Presentation for Fiscal Year 2025

Presented By: Susan Higginbotham

Department: Finance

STAFF RECOMMENDATION: Request approval for the District Administrator to set the Proposed Millage Rate per the options below.

RELEVANT STRATEGIC GOALS: N/A

PROOF OF PUBLICATION: N/A

BACKGROUND: Request approval from the Board of Supervisors for the District Administrator to set the Proposed Millage Rate for the General Fund and the Debt Service Fund for Fiscal Year 2025 by certifying the Proposed Millage Rate to the Orange and Osceola County Property Appraisers.

The Proposed Millage Rate is reported to the Orange and Osceola County Property Appraisers by August 4, 2024. The Proposed Millage Rate is then presented to the taxpayers on the Notice of Proposed Property Taxes TRIM (Truth in Millage) notice mailed by August 24, 2024. Once the Proposed Millage Rate it is considered the maximum and cannot be raised.

The District continues to refine the Budget and the Budget workshop is scheduled for the Board Meeting on August 28, 2024. Tentative and Final Budget Hearings are scheduled for September 11, 2024 and September 25, 2024 in the evening and will complete the millage and budget process

FINDINGS AND CONCLUSIONS: Debt Service Millage to increase from 3.96 mills to 4.17 mills to cover additional annual payments as a result of approximately \$99 million in funding to be issued in Fiscal Year 2025. This was approved by the Board on May 22, 2024.

Option 1: Set Proposed Millage Rate to 14.40 mills. (Debt Service 4.17 mills/Operating 10.23 mills) This raises the Debt Service as needed and raises the Operating millage to fund a 5% increase in expenditures over the Fiscal Year 2023 millage rate.

Option 2: Set Proposed Millage Rate to 13.90 mills. (Debt Service 4.17 mills/Operating 9.73 mills) This raises the Debt Service rate as needed and allocates the remaining millage to Operating. This returns the millage rate to the same rate as Fiscal Year 2023.

Option 3: Set Proposed Millage Rate to 13.16 mills. (Debt Service 4.17 mills/Operating 8.99 mills) This raises the total millage by the change in Debt Service rate, and keeps the same operating millage as Fiscal Year 2024.

Option 4: Set Proposed Millage Rate to 12.95 mills. (Debt Service 4.17 mills/Operating 8.78 mills) This keeps the same millage rate total as Fiscal Year 2024. This raises the Debt Service rate as needed and lowers the Operating rate.

Option 5: Set Proposed Millage rate to 12.5794 mills. (Debt Service 4.17 mills/Operating 8.4094 mills) This includes the Debt Service rate increase as needed and lowers the total millage by using the calculated roll back rate for Operating millage.

FISCAL IMPACT: Dependent upon Option chosen.

PROCUREMENT REVIEW: N/A

ALTERNATIVE: N/A

SUPPORT MATERIALS: Proposed Budget and Millage Fiscal Year 2025 Power point.