



Permit Number: _____
Folio/Parcel Identification Number: _____
Prepared by: Reedy Creek Improvement District
1900 Hotel Plaza Blvd, Lake Buena Vista, FL 32830
Return to: Reedy Creek Improvement District
1900 Hotel Plaza Blvd, Lake Buena Vista, FL 32830

NOTICE OF COMMENCEMENT
State of Florida, County of Orange

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

- Description of Property:** Property Described on Attachments "A" and "B" hereto. Reedy Creek Improvement District owns the property described on Attachment "A" and Walt Disney Parks and Resorts U.S., Inc. own the property describe on Attachment "B". All contracts for the construction of the improvements described in Section 2 below are entered into by Reedy Creek Improvement District.
- General Description of Improvement:** C005973 Fiber Optic Expansion Phase 1
- Owner Information or Lessee information if the Lessee contracted for the Improvement**
 Name: Reedy Creek Improvement District (As to Attachment A) Telephone Number: 407-828-1385
 Address: P.O. Box 10170, Lake Buena Vista, FL 32830 Interest in Property: Fee Simple
 Name: Walt Disney Parks and Resorts U.S., Inc. (As to Attachment B) Telephone Number: 407-824-5359
 Address: P.O. Box 10000, Lake Buena Vista, FL 32830 Interest in Property: Fee Simple
- Name and address of fee simple titleholder (if different from Owner listed above)**
 Name: N/A Telephone Number: N/A
 Address: N/A
- Contractor**
 Name: Superior Construction Company Southeast, LLC Telephone Number: 904-318-9657
 Address: 7072 Business Park Blvd., Jacksonville, FL 32256
- Surety (if applicable, a copy of the payment bond is attached)**
 Name: Continental Casualty Company Telephone Number: N/A
 Address: 151 North Franklin Street, Chicago, IL 60606 Amount of Bond: \$2,633,217.13
- Lender**
 Name: None Telephone Number: N/A
 Address: N/A
- Persons within the State of Florida designated by the Owner upon which notices or other documents may be served as provided by 713.13(1)(a)7, Florida Statutes.**
 Name: John McGowan
 Address: Walt Disney Parks and Resorts U.S. Inc., P.O. Box 10000, Lake Buena Vista, FL, 32830
- In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in 713.13 (1)(b), Florida Statutes.**
 Name: Bruce D. Jones
 Address: Reedy Creek Improvement District, P.O. Box 10170, Lake Buena Vista, FL 32830
- Expiration Date of Notice of Commencement** (the expiration date may not be before the completion of construction and final payment to the contractor, but will be 1 year from date of recording unless a different date is specified).

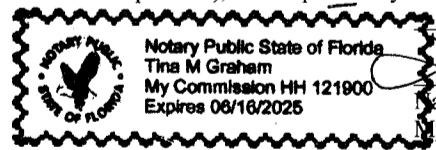
WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 13, PART 1, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature of Owner (Reedy Creek Improvement District)
(or Owner's Authorized Officer/Director/Partner/Manager 713.13 [1][d])

John H. Classe, Jr., District Administrator
Signatory's Printed Name/Title/Office

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this Feb. 11, 2022 (date) by John H. Classe, Jr., District Administrator (name and title of position), who is personally known to me or who has produced () as identification.

[Notary Seal]



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

Signature of Owner (Walt Disney Parks & Resorts U.S., Inc.)
(or Owner's Authorized Officer/Director/Partner/Manager 713.13 [1][d])

John McGowan, Vice President
Signatory's Printed Name/Title/Office

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th of Feb. 2022 (date) by John McGowan, Vice President (name of officer or agent, title of officer or agent) of Walt Disney Parks & Resorts U.S., Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He is personally known to me or has produced () as identification.

[Notary Seal]



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

**REEDY CREEK IMPROVEMENT DISTRICT
PERFORMANCE BOND**

Bond No. 30141100

OWNER:

Reedy Creek Improvement District
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830 (hereinafter "Owner")

CONTRACTOR:

Superior Construction Company Southeast, LLC
7072 Business Park Blvd.
Jacksonville, Florida 32256 (hereinafter "Contractor")

SURETY:

Name: Continental Casualty Company
Address: 151 North Franklin Street
Chicago, IL 60606 (hereinafter "Surety")

CONTRACT:

Date: September 29, 2021
Contract No. C005973
Project: FIBER OPTIC EXPANSION PHASE I

Legal Description or Street Address of Project: (Refer to Attachment "A" for Legal Descriptions of property owned by Reedy Creek Improvement District, attached hereto and made a part hereof) and : (Refer to Attachment "B" for Legal Descriptions of property owned by Walt Disney Parks And Resorts U.S., Inc.), attached hereto and made a part hereof).

Contract Sum: Two Million Six Hundred Sixty Three Thousand Two Hundred Seventeen And 13/100 (\$2,633,217.13)
(hereinafter "Contract")

BOND:

Date: December 28, 2021
Amount: Two Million Six Hundred Sixty Three Thousand Two Hundred Seventeen And 13/100 (\$2,633,217.13)
(hereinafter "Bond")

1. The Contractor, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, for the performance of the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Contractor fully performs the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Contractor's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.
3. The Surety further agrees that whenever the Contractor shall be, and is declared by Owner to be, in default under or in breach of the Contract (which shall include without limitation any breach by the Contractor of any of the provisions of the Contract) the Surety shall promptly remedy the default or breach and undertake to perform and complete the Contract in accordance with its terms and conditions. The Surety's obligations

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include, but are not limited to, (i) the responsibilities of the Contractor for correction of defective work, completion of the Contract and fulfillment of warranty obligations, (ii) additional legal, design professional and delay costs resulting from the Contractor's default or breach or from the Surety's failure to act as required under this paragraph, and (iii) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor or the Surety. The Surety shall fully indemnify and hold harmless the Owner from all costs, damages, and expenses (including attorneys' fees), which the Owner may incur as a result of the Surety's failure to act as required under this paragraph.

- 4. The Surety and Contractor further agree that any modifications, changes, additions or alterations which may be made in the terms of the Contract or in the work to be done thereunder, or any extensions of the Contract time, or other forbearance on the part of either the Owner or Contractor to the other, shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.
- 5. The provisions of Section 255.05, Florida Statutes, including without limitation its notice and limitations provisions, are incorporated in this bond by reference; provided, however, that in the event any provision of this Bond conflicts with Section 255.05, Florida Statutes, then such conflicting provision shall be deemed deleted herefrom and the applicable provisions of Section 255.05, Florida Statutes shall be deemed incorporated herein.
- 6. The sum of this Performance Bond is in addition to the sum of the Payment Bond being executed concurrently herewith.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals effective on the Date of this Bond as set forth on page 1 hereof.

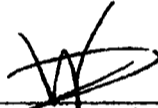
CONTRACTOR: Superior Construction Company
Southeast, LLC
Contractor's Name

SURETY: Continental Casualty Company



[SEAL]

By: _____
Print Name: PETE KELLEY
Title: CHIEF OF OFFICER



[SEAL]

By: _____
Print Name: William G. Griffin
Title: Attorney in Fact

THIS PROPERTY IS OWNED BY REEDY CREEK IMPROVEMENT DISTRICT
Performance Bond – Attachment “A” Legal Descriptions of Property
Contract No. C005973

DESCRIPTION

PARCEL B

A 50.00-foot-wide strip of land lying in Sections 35 and 36, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 35, run along the South line of the Southeast 1/4 of said Section 35, S 89°48'35" W, 1216.35 feet; thence N 00°11'25" W, 774.06 feet to the Point of Beginning of said strip of land being 25.00 feet each side of the following described centerline: thence N 06°43'02" W, 593.36 feet to a point on a non-tangent curve concave Southeasterly having a radius of 1017.45 feet, and a central angle of 70°41'55"; thence from a tangent bearing of N 06°32'08" W run Northeasterly along the arc of said curve, 1255.45 feet; thence N 64°09'47" E, 426.31 feet to a point on a non-tangent curve concave Northwesterly having a radius of 1179.35 feet, and a central angle of 41°32'33"; thence from a tangent bearing of N 61°40'37" E run Northeasterly along the arc of said curve, 855.09 feet; thence N 20°08'04" E, 745.35 feet to the Point of Termination.

PARCEL C

A 100.00-foot-wide strip of land lying in Sections 17, 20 and 21, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 17, run along the East line of the Southeast 1/4 of said Section 17, N 00°24'52" E, 497.15 feet; thence N 89°35'08" W, 455.73 feet to the Point of Beginning of said strip of land being 50.00 feet each side of the following described centerline: thence S 00°00'00" E, 161.70 feet to a point of curvature of a curve concave Westerly having a radius of 1225.27 feet, and a central angle of 13°32'02"; thence run Southerly along the arc of said curve, 289.42 feet; thence S 15°20'47" W, 283.88 feet to a point of curvature of a curve concave Easterly having a radius of 488.06 feet, and a central angle of 54°59'57"; thence run Southerly along the arc of said curve, 468.50 feet; thence S 39°37'26" E, 221.15 feet to a point of curvature of a curve concave Westerly having a radius of 467.62 feet, and a central angle of 41°55'54"; thence run Southerly along the arc of said curve, 342.23 feet; thence S 03°50'44" W, 365.66 feet to a point of curvature of a curve concave Northeasterly having a radius of 612.28 feet, and a central angle of 56°26'14"; thence run Southeasterly along the arc of said curve, 603.11 feet; thence S 60°00'39" E, 386.23 feet to a point of curvature of a curve concave Southwesterly having a radius of 874.64 feet, and a central angle of 51°31'15"; thence run Southeasterly along the arc of said curve, 786.49 feet; thence S 09°37'27" E, 240.29 feet to a point of curvature of a curve concave Northeasterly having a radius of 1250.08 feet, and a central angle of 42°26'31"; thence run Southeasterly along the arc of said curve, 926.00 feet; to a point of compound curvature of a curve concave

Northeasterly having a radius of 2568.88 feet, and a central angle of 05°16'17"; thence run Southeasterly along the arc of said curve, 236.35 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 876.63 feet, and a central angle of 28°43'22"; thence run Southeasterly along the arc of said curve, 439.46 feet; to a point of compound curvature of a curve concave Westerly having a

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Performance Bond – Attachment “A” Legal Descriptions of Property
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radius of 1110.63 feet, and a central angle of 16°49'40"; thence run Southerly along the arc of said curve, 326.19 feet; thence S 88°54'46" E, 199.28 feet to the Point of Termination.

PARCEL D

A 50.00-foot-wide strip of land lying in Sections 13, 24 and 25, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 25, run along the South line of the Southeast 1/4 of said Section 25, S 89°42'22" W, 2062.09 feet; thence N 00°17'38" W, 559.57 feet to the Point of Beginning of said strip of land being 25.00 feet each side of the following described centerline: thence N 01°40'09" E, 2211.45 feet to a point of curvature of a curve concave Westerly having a radius of 3793.88 feet, and a central angle of 10°59'01"; thence run Northerly along the arc of said curve, 727.28 feet; to a point of compound curvature of a curve concave Westerly having a radius of 4957.61 feet, and a central angle of 06°59'16"; thence run Northerly along the arc of said curve, 604.63 feet; thence N 16°18'07" W, 3136.10 feet to a point on a non-tangent curve concave Westerly having a radius of 4244.94 feet, and a central angle of 06°55'40"; thence from a tangent bearing of N 15°44'16" W run Northerly along the arc of said curve, 513.27 feet; to a point of reverse curvature of a curve concave Easterly having a radius of 6742.99 feet, and a central angle of 10°32'19"; thence run Northerly along the arc of said curve, 1240.27 feet; to a point of reverse curvature of a curve concave Westerly having a radius of 3928.69 feet, and a central angle of 04°31'20"; thence run Northerly along the arc of said curve, 310.08 feet; thence N 13°52'45" W, 1830.80 feet; thence N 43°11'09" W, 617.16 feet to a point of curvature of a curve concave Southwesterly having a radius of 1402.31 feet, and a central angle of 12°56'18"; thence run Northwesterly along the arc of said curve, 316.67 feet to the Point of Termination.

PARCEL E

A 100.00-foot-wide strip of land lying in Section 29, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 29, run along the West line of the Southwest 1/4 of said Section 29, S 00°00'31" W, 42.14 feet; thence S 89°04'29" E, 1483.36 feet to the Point of Beginning of said strip of land being 50.00 feet each side of the following described centerline: thence S 15°49'44" E, 684.44 feet to a point of curvature of a curve concave Northeasterly having a radius of 1133.81 feet, and a central angle of 26°57'31"; thence run Southeasterly along the arc of said curve, 533.47 feet to the Point of Termination.

PARCEL F

A 100.00-foot-wide strip of land lying in Section 31, Township 24 South, Range 28 East, Orange County, Florida, and Section 6, Township 25 South, Range 28 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the South Quarter corner of said Section 31, run along the South line of the Southwest 1/4 of said Section 31, N 89°56'54" W, 389.21 feet; thence N 00°03'06" E, 82.94 feet to the Point of

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**THIS PROPERTY IS OWNED BY REEDY CREEK IMPROVEMENT DISTRICT
Performance Bond – Attachment “A” Legal Descriptions of Property
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Beginning of said strip of land being 50.00 feet each side of the following described centerline: thence S 70°20'24" E, 1381.94 feet to the Point of Termination.

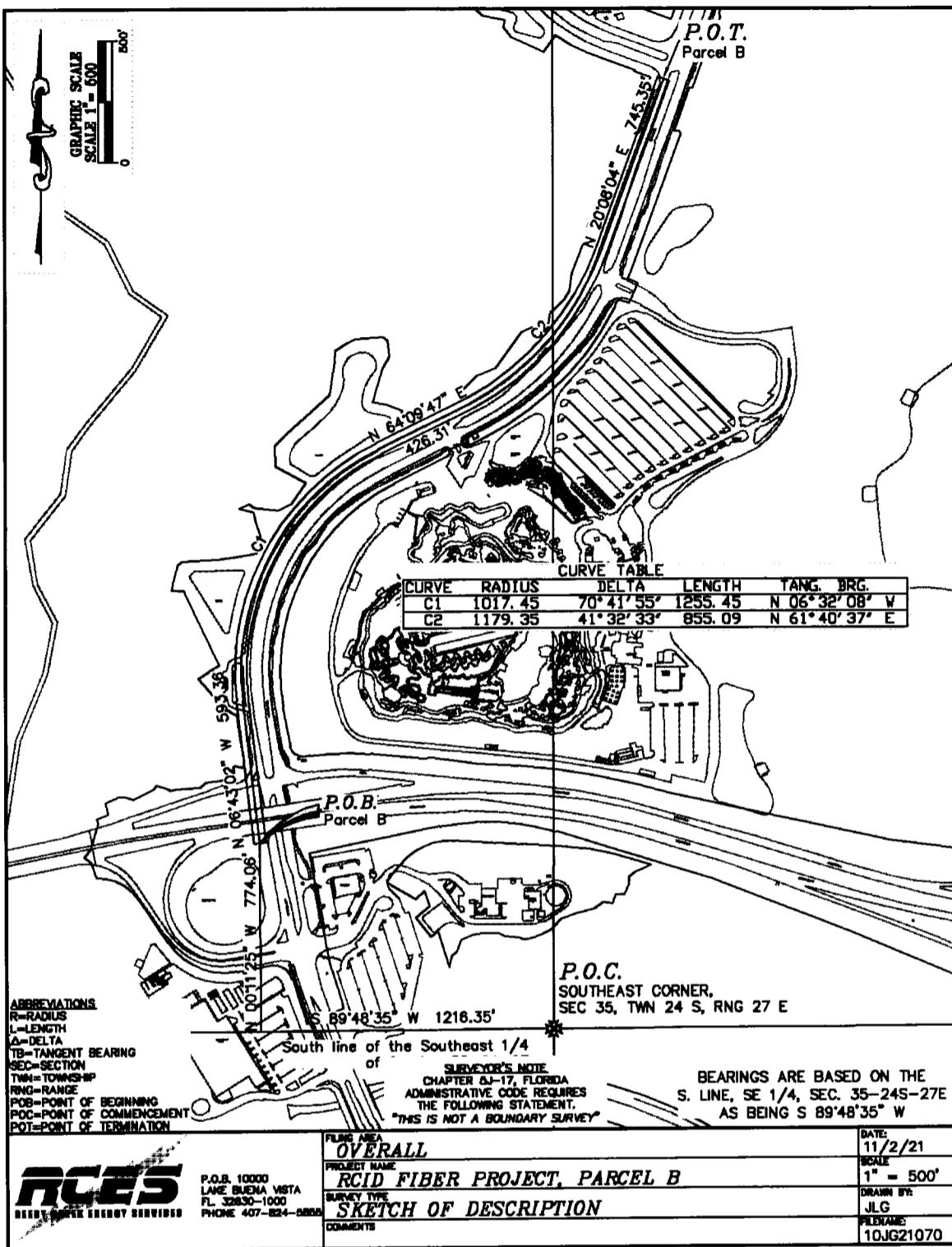
PARCEL G

A 50.00-foot-wide strip of land lying in Sections 35 and 36, Township 24 South, Range 27 East, Orange County, Florida, and Section 1, Township 25 South, Range 28 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 35, run along the South line of the Southeast 1/4 of said Section 35, S 89°48'35" W, 1216.35 feet; thence N 00°11'25" W, 774.06 feet to the Point of Beginning of said strip of land being 25.00 feet each side of the following described centerline: thence N 80°32'32" E, 401.33 feet to a point of curvature of a curve concave Southerly having a radius of 3598.45 feet, and a central angle of 06°54'12"; thence run Easterly along the arc of said curve, 433.57 feet; to a point of compound curvature of a curve concave Southerly having a radius of 2089.43 feet, and a central angle of 13°03'49"; thence run Easterly along the arc of said curve, 476.40 feet; to a point of compound curvature of a curve concave Southerly having a radius of 3550.78 feet, and a central angle of 09°04'56"; thence run Easterly along the arc of said curve, 562.85 feet; thence S 74°01'26" E, 684.76 feet to a point of curvature of a curve concave Northerly having a radius of 3823.49 feet, and a central angle of 14°02'12"; thence run Easterly along the arc of said curve, 936.69 feet; thence S 88°30'46" E, 764.43 feet; thence S 09°05'38" W, 1454.93 feet to the Point of Termination.

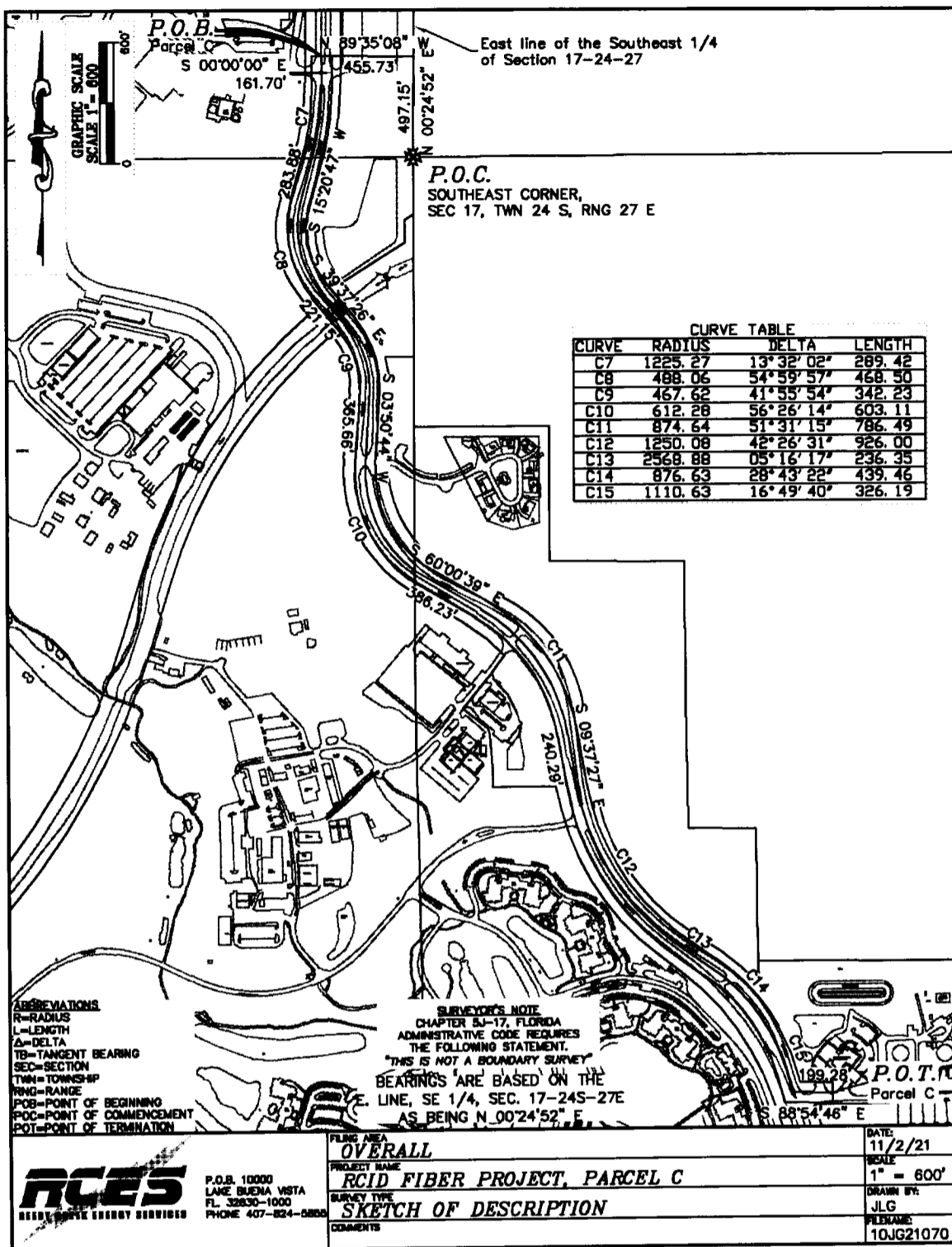
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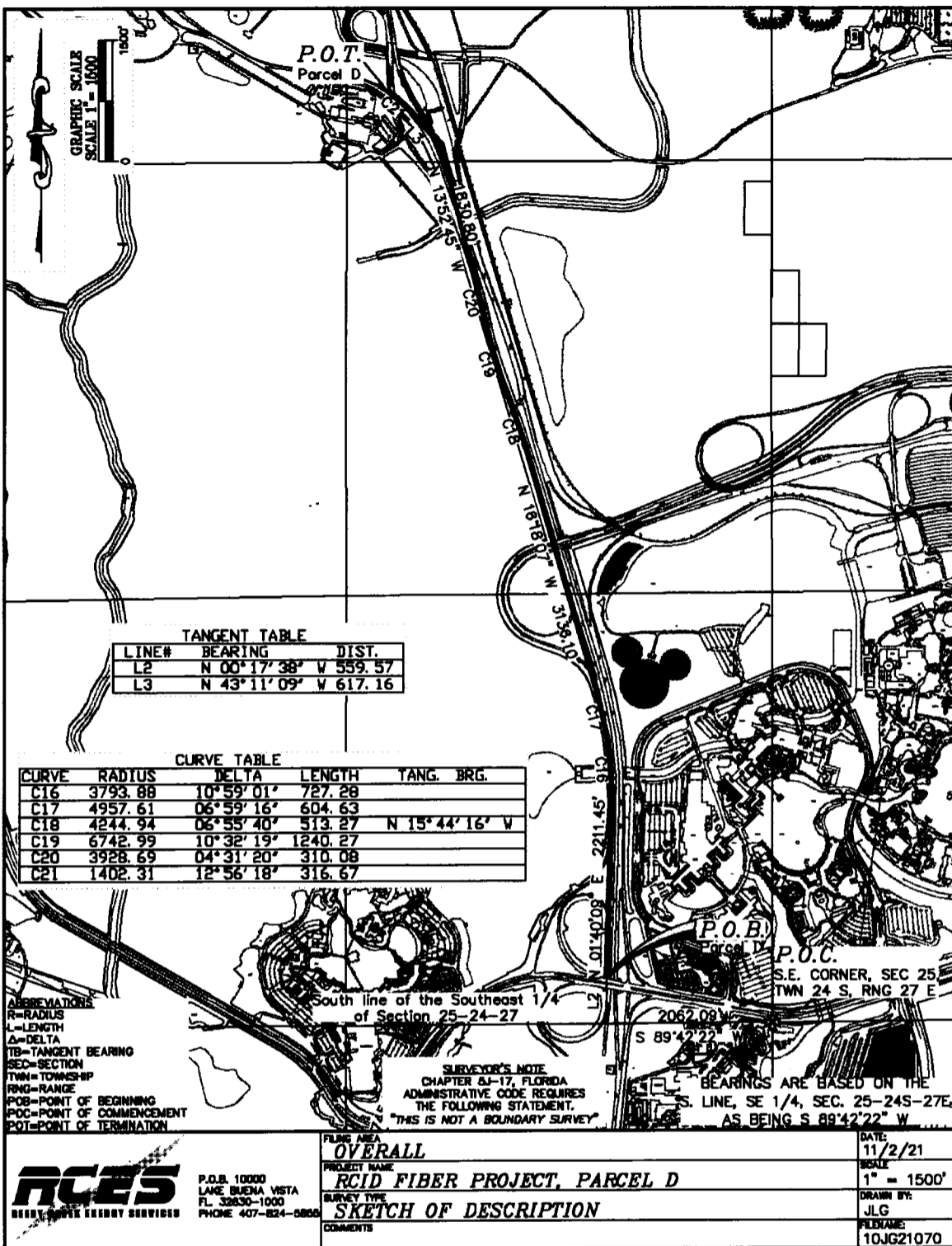
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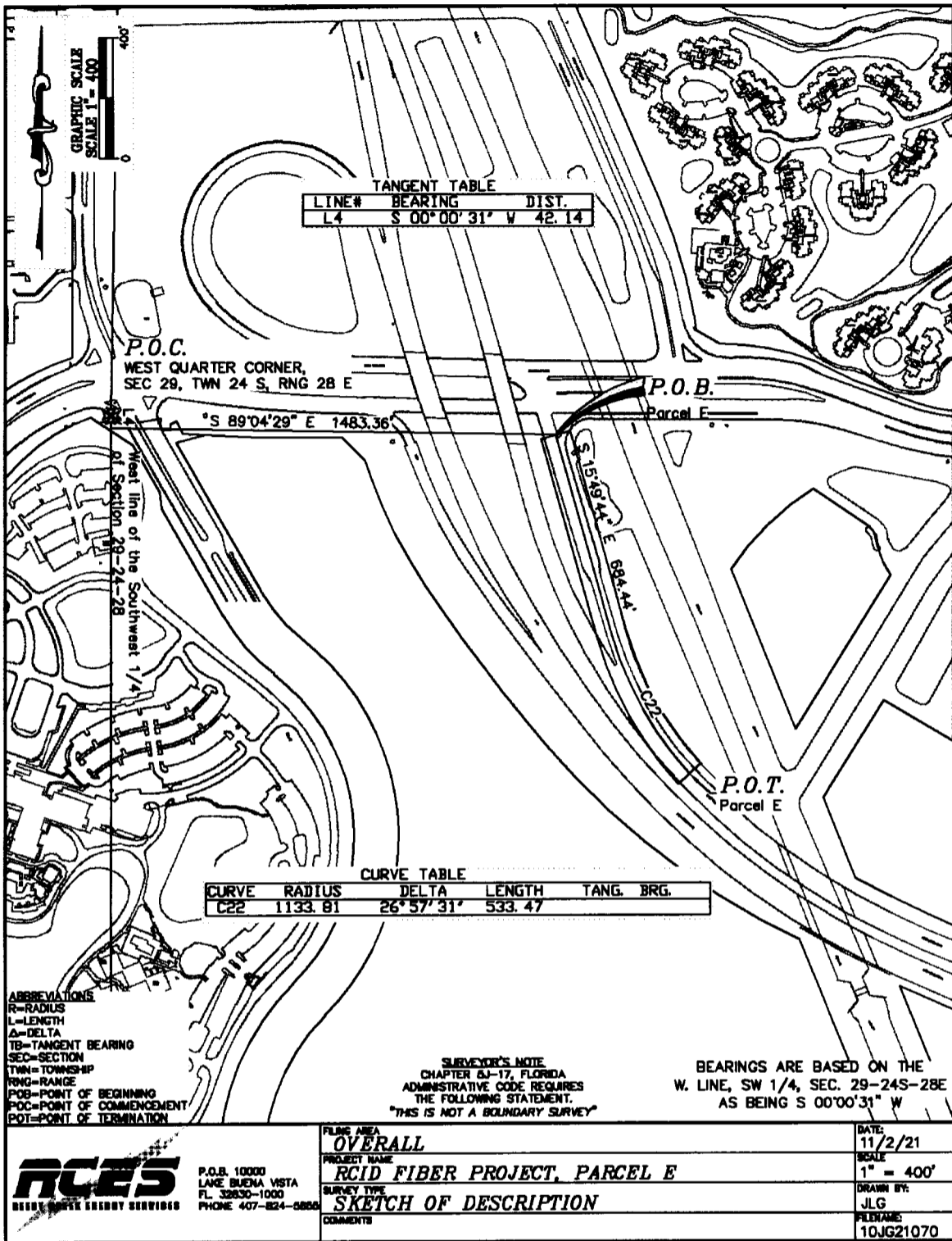
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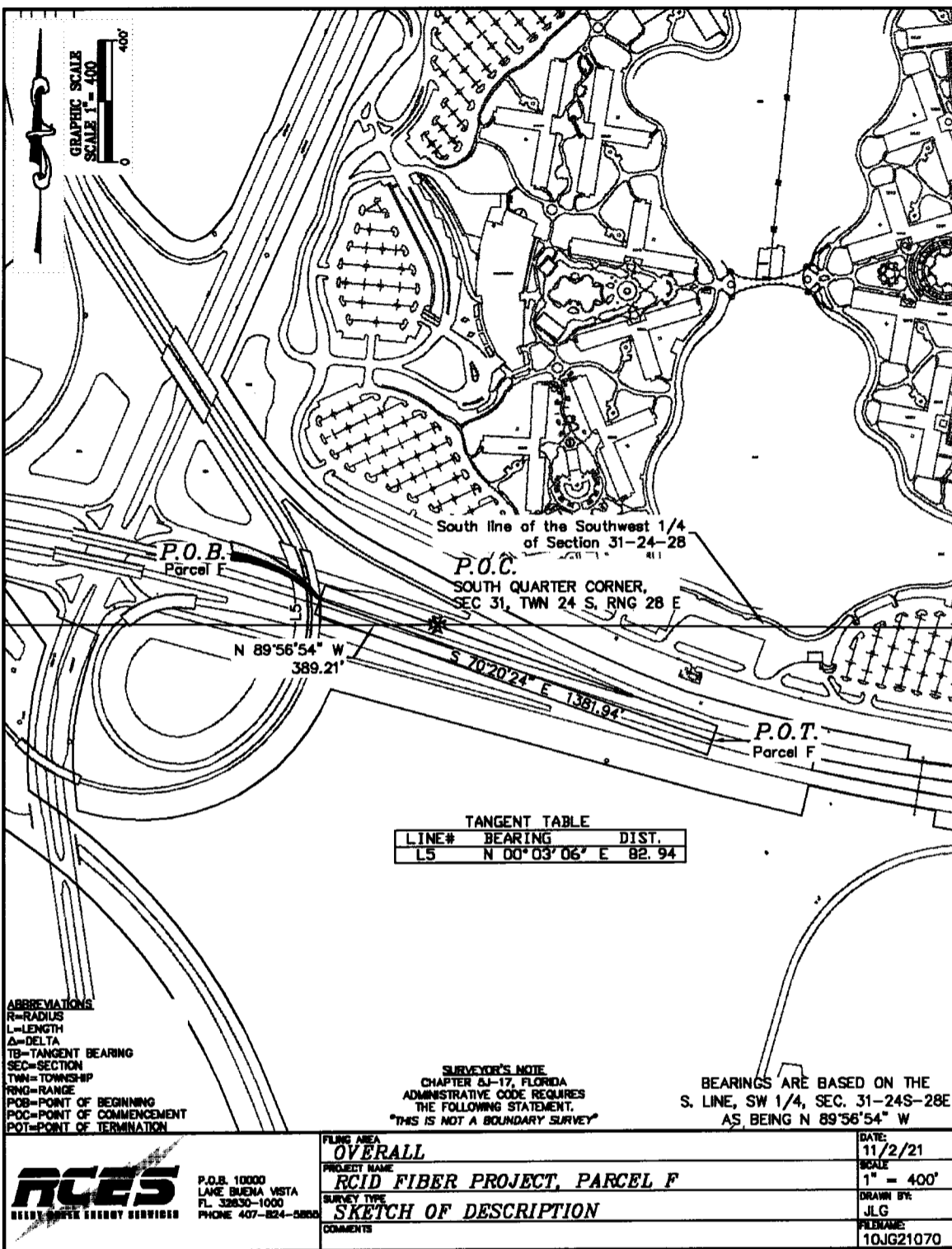
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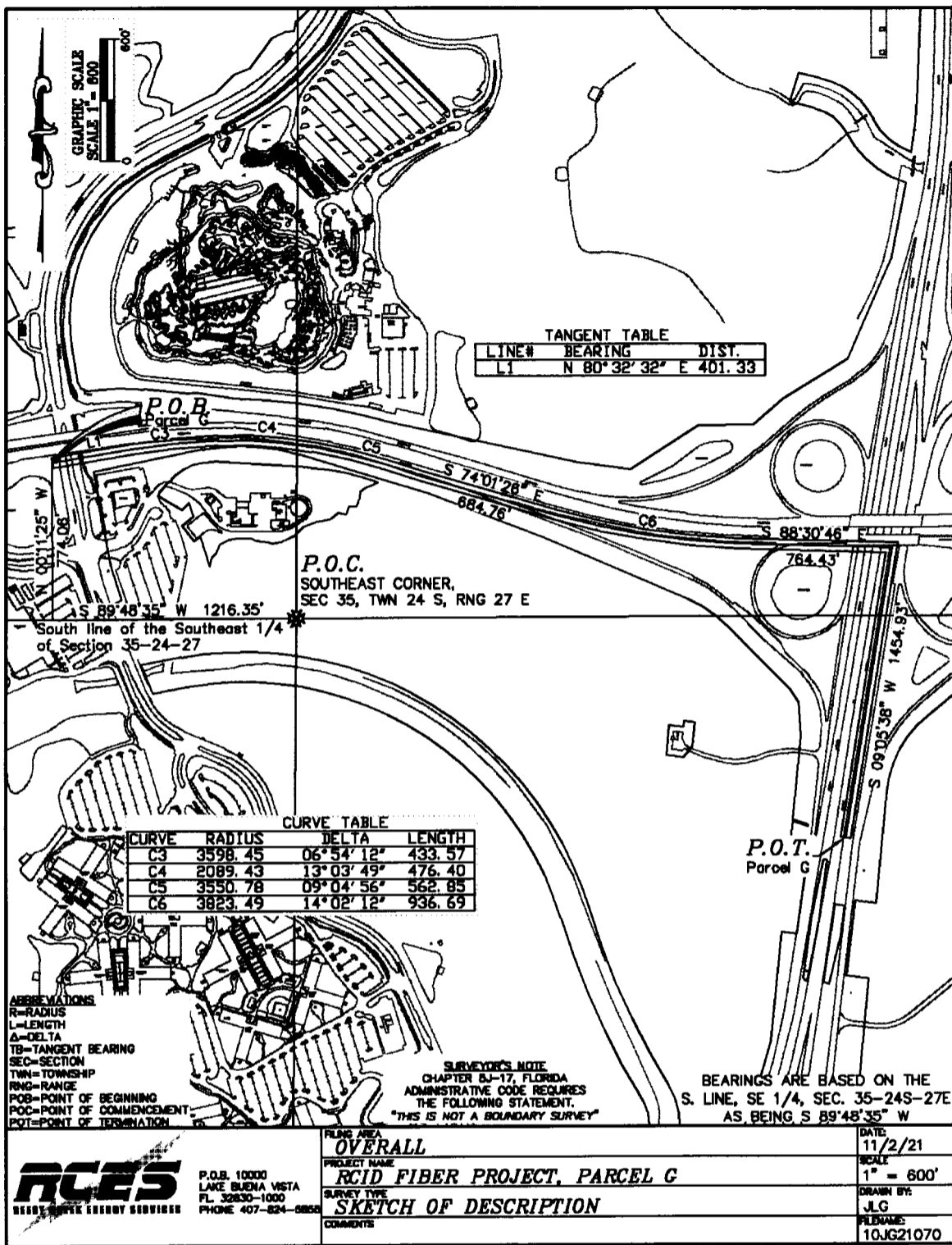
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**THIS PROPERTY IS OWNED BY WALT DISNEY PARKS & RESORTS U.S., INC.
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DESCRIPTION

PARCEL D

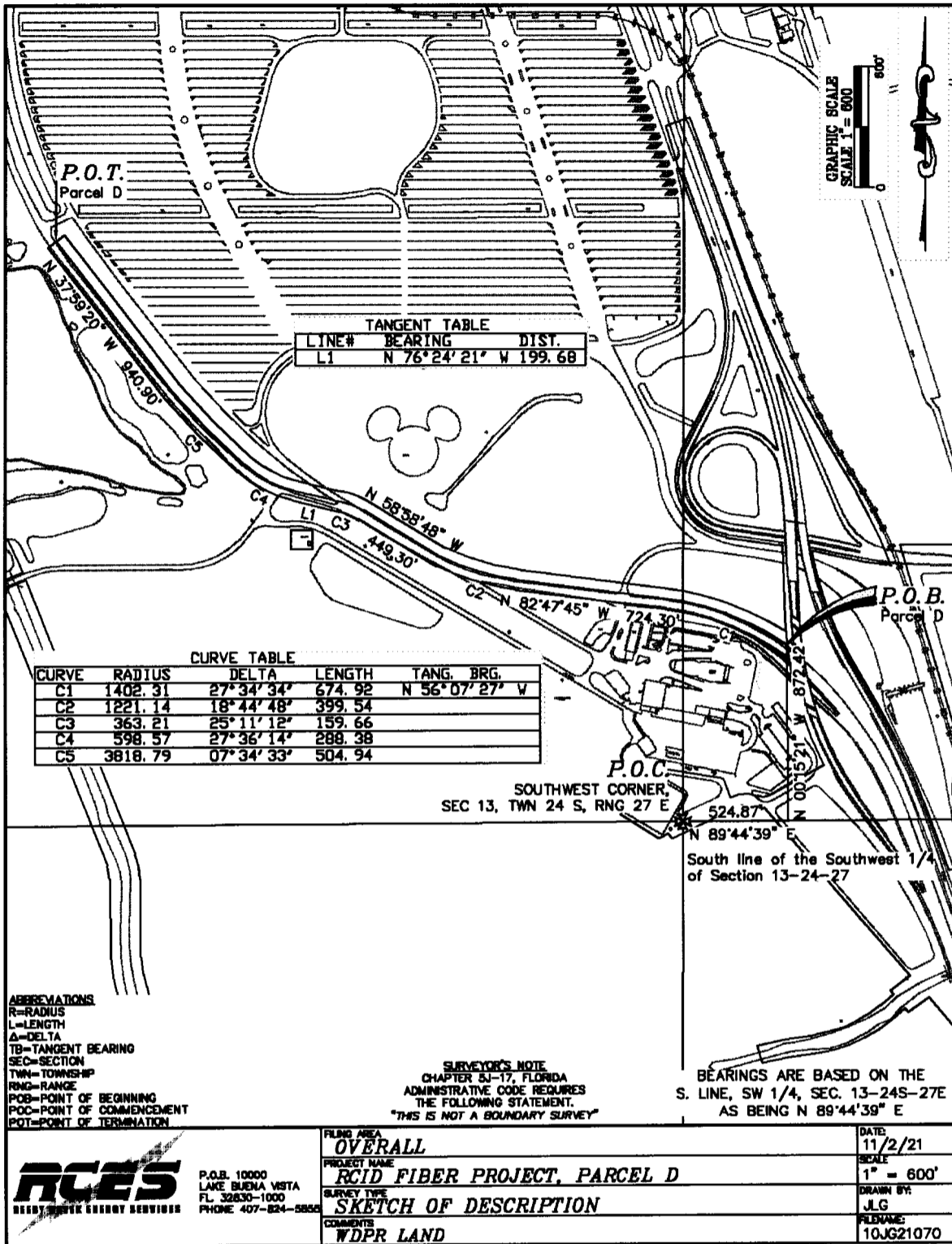
A 100.00-foot-wide strip of land lying in Sections 13 and 14, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 13, run along the South line of the Southwest 1/4 of said Section 13, N 89°44'39" E, 524.87 feet; thence N 00°15'21" W, 872.42 feet to the Point of Beginning of said strip of land being 50.00 feet each side of the following described centerline: said point being a point on a non-tangent curve concave Southerly having a radius of 1402.31 feet, and a central angle of 27°34'34"; thence from a tangent bearing of N 56°07'27" W run Westerly along the arc of said curve, 674.92 feet; thence N 82°47'45" W, 724.30 feet to a point of curvature of a curve concave Northerly having a radius of 1221.14 feet, and a central angle of 18°44'48"; thence run Westerly along the arc of said curve, 399.54 feet; thence N 58°58'48" W, 449.30 feet to a point of curvature of a curve concave Southerly having a radius of 363.21 feet, and a central angle of 25°11'12"; thence run Westerly along the arc of said curve, 159.66 feet; thence N 76°24'21" W, 199.68 feet to a point of curvature of a curve concave Northeasterly having a radius of 598.57 feet, and a central angle of 27°36'14"; thence run Northwesterly along the arc of said curve, 288.38 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 3818.79 feet, and a central angle of 07°34'33"; thence run Northwesterly along the arc of said curve, 504.94 feet; thence N 37°59'20" W, 940.90 feet to the Point of Termination.

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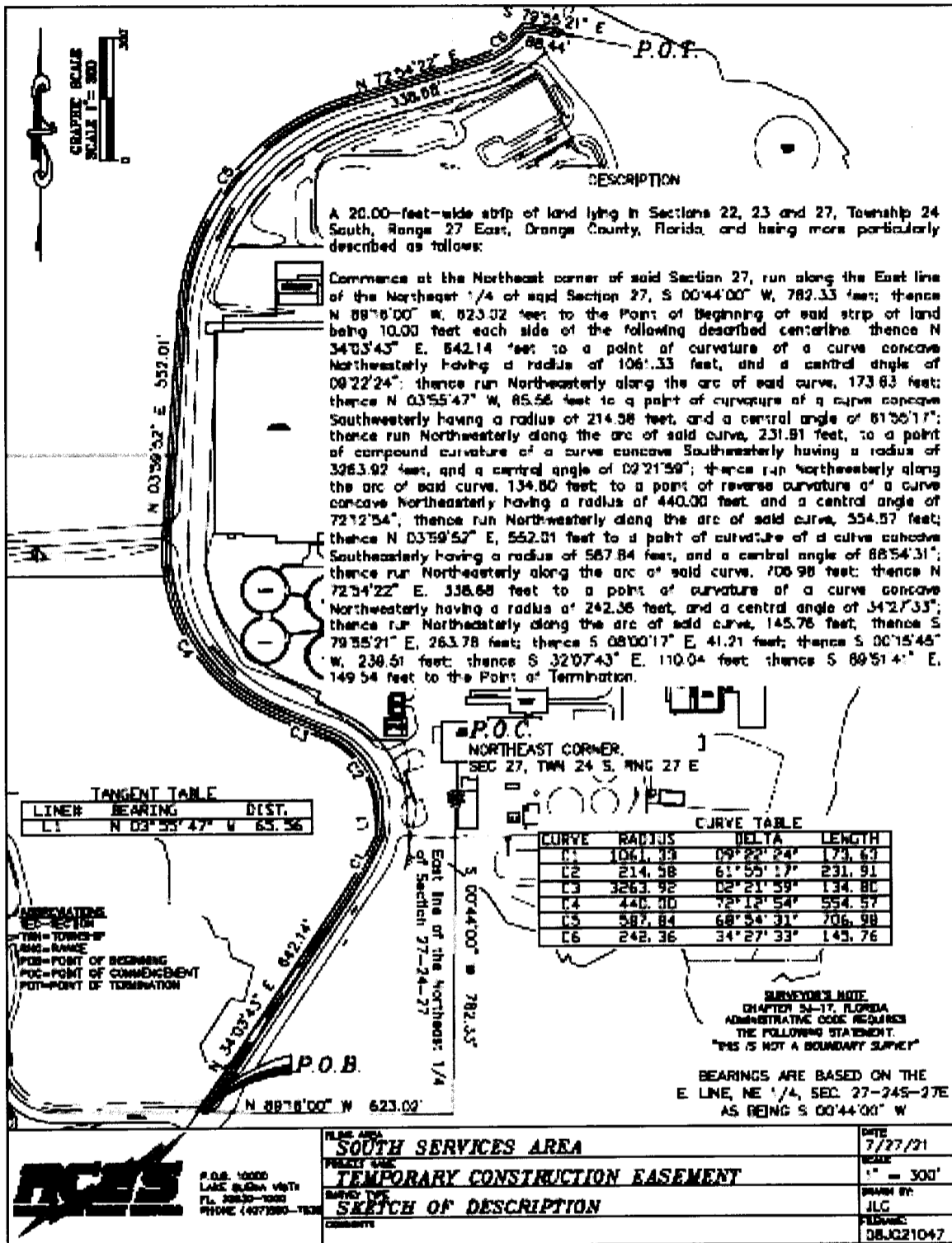


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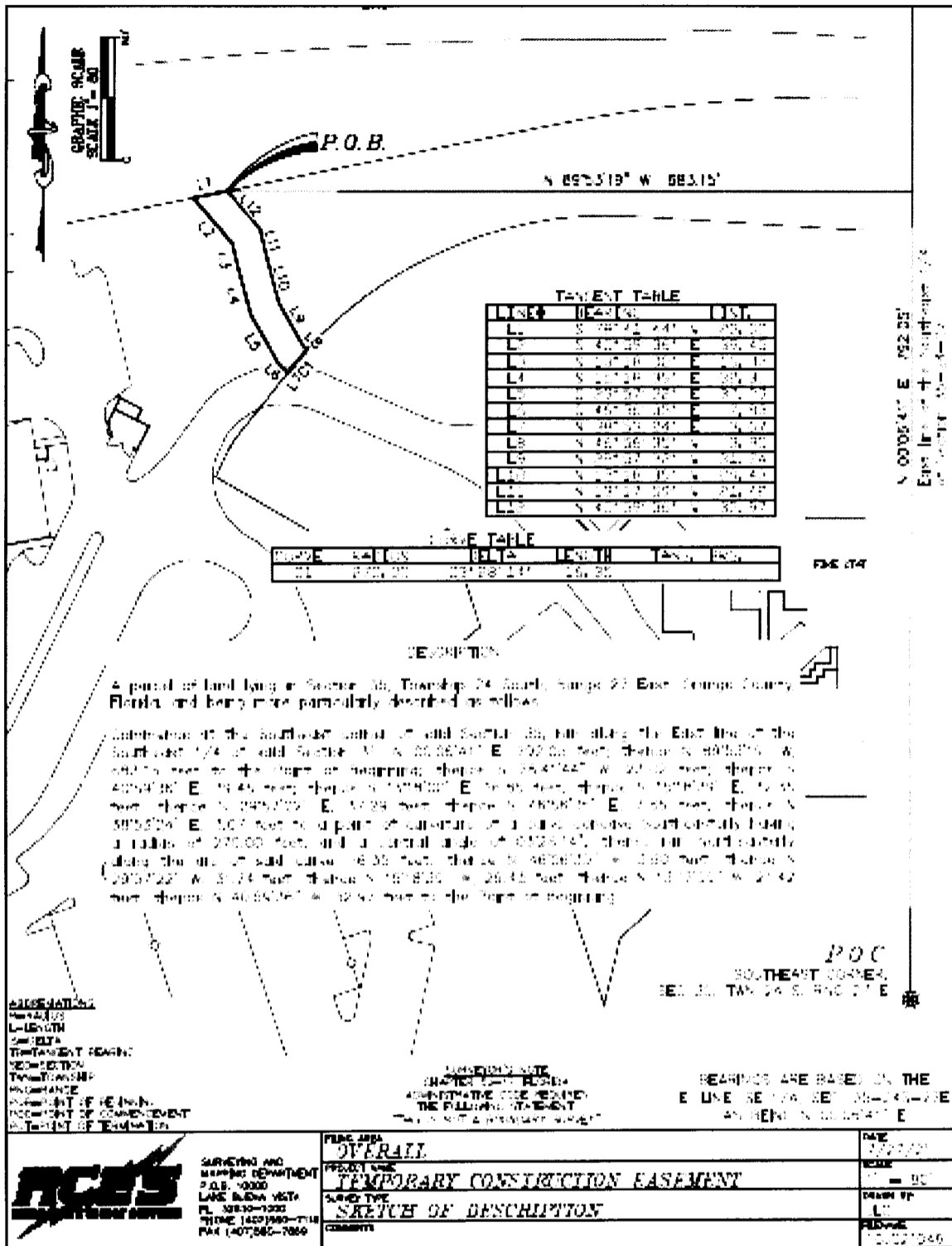
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**THIS PROPERTY IS OWNED BY WALT DISNEY PARKS & RESORTS U.S., INC.
Payment Bond – Attachment “A” Legal Descriptions of Property
Contract No. C005973**

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“Temporary Easement Agreement”) is made as of the Effective Date (as hereinafter defined) by and between **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is Post Office Box 10000, Lake Buena Vista, Florida 32830 (“Grantor”), and the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 01170, Lake Buena Vista, Florida 32830-0170 (“Grantee”).

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described as Exhibit “A” attached hereto and made a part hereof (the “Easement Area”), for the purpose of: (i) installing, operating and maintaining conduit and optic fiber lines (the “Utility”); and, in connection therewith (ii) access to and from the Easement Area over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (Items (i) and (ii) hereinafter 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 set over, under and across the portions of the Easement Area where the Utility 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 Utility in accordance with Section 3 hereof, or (ii) September 30, 2022. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

3. **Permanent Easement.** Promptly upon completion by Grantee of the Utility, Grantor agrees to convey, by separate easement agreement, a perpetual non-exclusive, easement agreement in the form attached hereto

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Payment Bond – Attachment “A” Legal Descriptions of Property
Contract No. C005973

and incorporated herein as Exhibit “B” (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 Utility 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 Utility 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 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 allow 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, replace, 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) to relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Utility to another location either within or outside of the Easement Area, from time to time, in Grantor’s sole discretion, at Grantor’s sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor’s option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Utility is to be relocated. Grantor (at Grantor’s cost) shall cooperate with Grantee 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 Utility. If any or all of the Easement Area or the Utility is to be relocated, altered or modified, Grantee shall, upon Grantor’s request (and at Grantor’s sole cost and expense) promptly remove the Utility, 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. **Consent of Grantee.** Grantor, for itself, its permitted successors, assigns, grantees, and invitees, covenants and agrees it shall

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

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

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area for any construction or installation work for requested 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 as 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 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 thereof.

7. **Breach by Grantee.** If Grantee breaches any provision of 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, Grantee shall have the right, but not the obligation,

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

8. Condition of Easement Area: Indemnity.

a) Grantee acknowledges that it (i) has physically inspected the Easement Area, and (ii) accepts the Easement Area "AS IS" and "WHERE IS" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions, and limitations applicable thereto. Grantee, for and on behalf of itself and its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall, to the extent allowed by law, hereby release, indemnify, defend and hold harmless Grantor from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or assessed against the Grantor in connection therewith, that arise from or relate directly or indirectly to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's successors, assigns, employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee's acts or omissions, or out of the acts or omissions of Grantee's successors, assigns, employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable laws existing or which may be enacted subsequent to the date of this Temporary Easement Agreement. Grantee shall cooperate with the Grantor in the defense of any such claims or action (including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the parties to this Temporary Easement Agreement). Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination. For the purposes of this Paragraph 8, Grantor shall be defined as Walt Disney Parks and Resorts U.S., Inc.

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

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

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

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

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

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

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

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

11. **Notice.** 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 (if being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day (if sent by reputable overnight courier to the intended recipient at the address set forth below, or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested to the address set forth below.

If to Grantor	Walt Disney Parks and Resorts U.S., Inc. P.O. Box 10000 Lake Buena Vista, Florida 32830 Attn: Real Estate Department Facsimile: (407) 934-8889
With a copy to:	Walt Disney World Resort Legal Department 1375 Buena Vista Drive Lake Buena Vista, Florida 32830 Attn: General Counsel Facsimile: (407) 934-8889
If to Grantee	Reedy Creek Improvement District 1900 Hotel Plaza Boulevard, P.O. Box 10170 Lake Buena Vista, Florida 32830-0170 Attn: District Administrator Facsimile: (407) 934-6200
With a copy to	Reedy Creek Improvement District 1900 Hotel Plaza Boulevard, P.O. Box 10170 Lake Buena Vista, Florida 32830-0170 Attn: Legal Counsel Facsimile: (407) 828-4511

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

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

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

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

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

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

18. **Attorneys' Fees and Costs.** If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions hereof 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 hereat shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

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

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Payment Bond – Attachment “A” Legal Descriptions of Property
Contract No. C005973**

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

WITNESSES TO GRANTOR.

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

Cheryl A. Jackson
Cheryl A. Jackson
Cheryl A. Jackson
Cheryl A. Jackson

By: SEA
Name: SEAN ROBERTS
By: Vice President
Dated: July 19, 2021

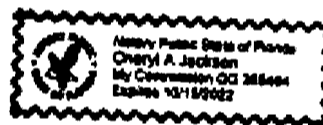
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ~~physical presence or~~ online notarization, this 19th day of July 2021, by SEAN ROBERTS, a Vice President of WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation of the State of Florida, on behalf of the company. He is personally known to me as personal as identification.

[Notary Seal]

Cheryl A. Jackson
Notary Public
Cheryl A. Jackson
Name typed, printed or stamped
My Commission Expires

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]



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

WITNESSES TO GRANTEE:

Eugene Weckhoff (Witness)
Eugene Weckhoff (Witness)
James W. [Signature] (Witness)
Jessica M. [Signature] (Witness)

REEDY CREEK IMPROVEMENT DISTRICT

a public corporation
By [Signature] (Signature)
John H. Clavin, Jr., District Administrator

Dated 7/20/21

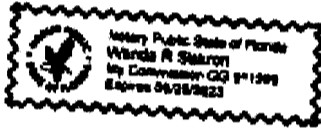
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of a physical presence or online notarization, this 20th day of July, 2021, by John H. Clavin, Jr. as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is a personally known to me or produced _____ as identification.

[Notary Seal]

[Signature]
Notary Public

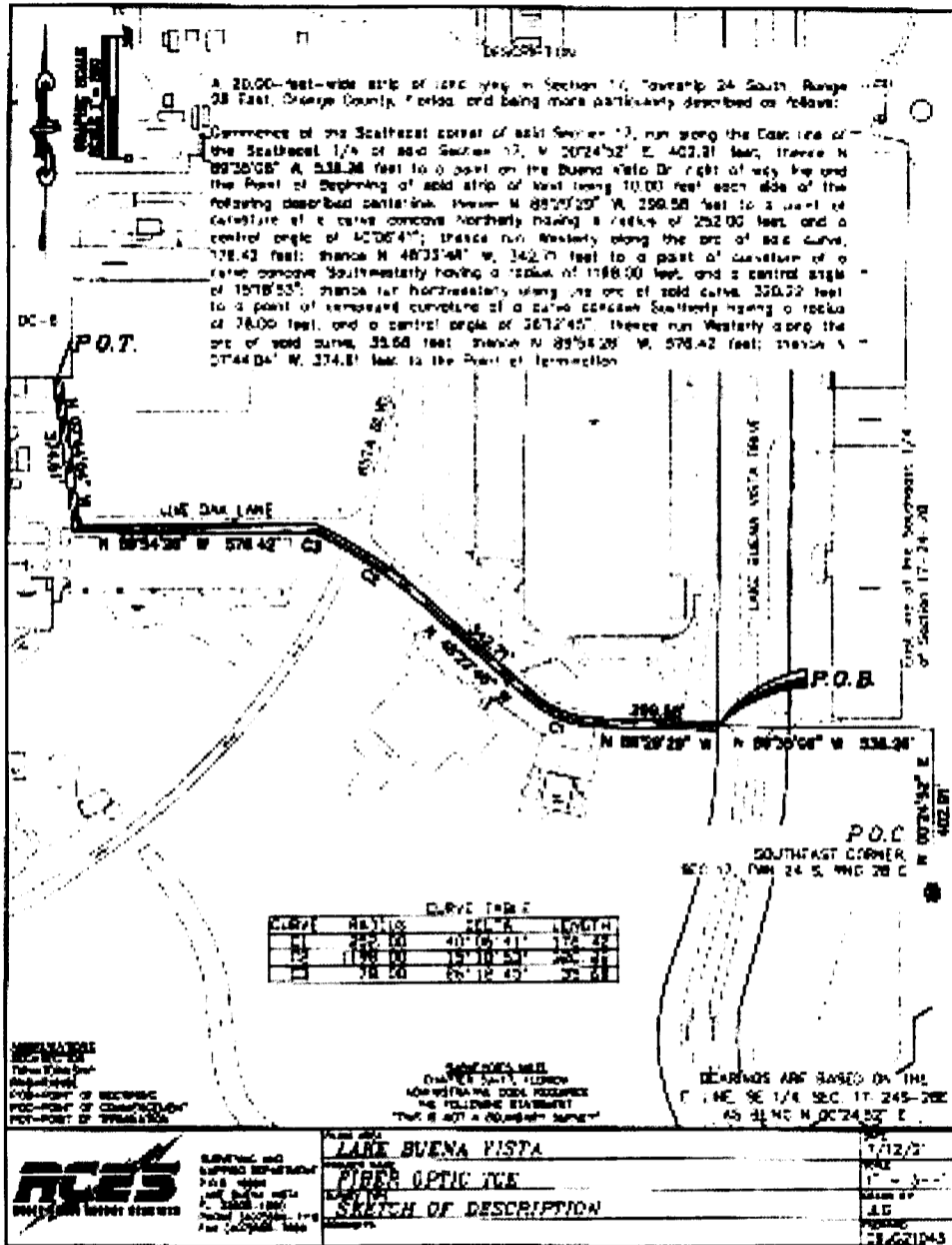
Name typed, printed or stamped
My Commission Expires: _____



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EXHIBIT “A”

Description of Temporary Easement Area



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**REEDY CREEK IMPROVEMENT DISTRICT
PAYMENT BOND
Bond No. 30141100**

OWNER:

Reedy Creek Improvement District
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830-0170 (hereinafter "Owner")

CONTRACTOR:

Superior Construction Company Southeast, LLC
7072 Business Park Blvd.
Jacksonville, Florida 32256 (hereinafter "Contractor")

SURETY:

Name: Continental Casualty Company
Address: 151 North Franklin Street
Chicago, IL 60606

(hereinafter "Surety")

CONTRACT:

Date: September 29, 2021
Contract No. C005973
Project: FIBER OPTIC EXPANSION PHASE I

Legal Description or Street Address of Project: (Refer to Attachment "A" for Legal Descriptions of property owned by Reedy Creek Improvement District, attached hereto and made a part hereof) and: (Refer to Attachment "B" for Legal Descriptions of property owned by Walt Disney Parks And Resorts U.S., Inc.), attached hereto and made a part hereof).

Contract Sum: Two Million Six Hundred Thirty Three Thousand Two Hundred Seventeen Dollars and 13/100 Cents (\$2,633,217.13) (hereinafter "Contract")

BOND:

Date: December 28, 2021
Amount: Two Million Six Hundred Thirty Three Thousand Two Hundred Seventeen Dollars and 13/100 Cents (\$2,633,217.13) (hereinafter "Bond")

1. The Contractor, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, to pay for labor, material, services, utilities, equipment and all other items for which a lien could be claimed if Ch. 713, Florida Statutes applied to this Project, supplied for or used in the performance of the Contract, including, but not limited to, all modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Contractor promptly makes full payment to all Claimants, as hereinafter defined, for all labor, material, services, utilities and equipment and all other items for which a lien could be claimed if Ch. 713, Florida Statutes applied to this Project, supplied for or used in the performance of the Contract, including, but not limited to, all modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Contractor's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.

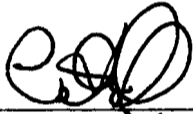
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3. The Surety and Contractor further agree that any modifications, changes, additions or alterations which may be made in the terms of the Contract or in the work to be done thereunder, or any extensions of the Contract time, or other forbearance on the part of either the Owner or Contractor to the other, shall not in any way release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.
4. The Surety and the Contractor further agree that this bond shall inure to the benefit of, and may be sued directly upon by, any Claimant furnishing labor, materials, services, utilities or equipment or any other item for which a construction lien could be claimed if Ch. 713, Florida Statutes applied to this Project.
5. "Claimant" shall mean for purposes hereof all persons, firms, partnerships, corporations or other entities that would be entitled to claim a construction lien if Ch. 713, Florida Statutes applied to this Project.
6. The provisions of Section 255.05, Florida Statutes, including without limitation its notice and limitations provisions, are incorporated in this bond by reference; provided, however, that in the event any provision of this Bond conflicts with Section 255.05, Florida Statutes, then such conflicting provision shall be deemed deleted herefrom and the applicable provisions of Section 255.05, Florida Statutes shall be deemed incorporated herein.
7. The sum of this Payment Bond is in addition to the sum of the Performance Bond being executed concurrently herewith.

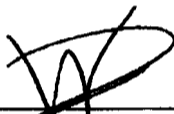
IN WITNESS WHEREOF, the parties have executed this instrument under their several seals effective on the Date of this Bond as set forth on page 1 hereof.

CONTRACTOR:
Superior Construction Company Southeast, LLC

SURETY:
Continental Casualty Company



[SEAL]



[SEAL]

By: _____
Print Name: PETE KELLEY
Title: Manager CHIEF OF OFFICE

By: _____
Print Name: William G. Griffin
Title: Attorney In Fact

THIS PROPERTY IS OWNED BY REEDY CREEK IMPROVEMENT DISTRICT
Payment Bond – Attachment “A” Legal Descriptions of Property
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DESCRIPTION

PARCEL B

A 50.00-foot-wide strip of land lying in Sections 35 and 36, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 35, run along the South line of the Southeast 1/4 of said Section 35, S 89°48'35" W, 1216.35 feet; thence N 00°11'25" W, 774.06 feet to the Point of Beginning of said strip of land being 25.00 feet each side of the following described centerline: thence N 06°43'02" W, 593.36 feet to a point on a non-tangent curve concave Southeasterly having a radius of 1017.45 feet, and a central angle of 70°41'55"; thence from a tangent bearing of N 06°32'08" W run Northeasterly along the arc of said curve, 1255.45 feet; thence N 64°09'47" E, 426.31 feet to a point on a non-tangent curve concave Northwesterly having a radius of 1179.35 feet, and a central angle of 41°32'33"; thence from a tangent bearing of N 61°40'37" E run Northeasterly along the arc of said curve, 855.09 feet; thence N 20°08'04" E, 745.35 feet to the Point of Termination.

PARCEL C

A 100.00-foot-wide strip of land lying in Sections 17, 20 and 21, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 17, run along the East line of the Southeast 1/4 of said Section 17, N 00°24'52" E, 497.15 feet; thence N 89°35'08" W, 455.73 feet to the Point of Beginning of said strip of land being 50.00 feet each side of the following described centerline: thence S 00°00'00" E, 161.70 feet to a point of curvature of a curve concave Westerly having a radius of 1225.27 feet, and a central angle of 13°32'02"; thence run Southerly along the arc of said curve, 289.42 feet; thence S 15°20'47" W, 283.88 feet to a point of curvature of a curve concave Easterly having a radius of 488.06 feet, and a central angle of 54°59'57"; thence run Southerly along the arc of said curve, 468.50 feet; thence S 39°37'26" E, 221.15 feet to a point of curvature of a curve concave Westerly having a radius of 467.62 feet, and a central angle of 41°55'54"; thence run Southerly along the arc of said curve, 342.23 feet; thence S 03°50'44" W, 365.66 feet to a point of curvature of a curve concave Northeasterly having a radius of 612.28 feet, and a central angle of 56°26'14"; thence run Southeasterly along the arc of said curve, 603.11 feet; thence S 60°00'39" E, 386.23 feet to a point of curvature of a curve concave Southwesterly having a radius of 874.64 feet, and a central angle of 51°31'15"; thence run Southeasterly along the arc of said curve, 786.49 feet; thence S 09°37'27" E, 240.29 feet to a point of curvature of a curve concave Northeasterly having a radius of 1250.08 feet, and a central angle of 42°26'31"; thence run Southeasterly along the arc of said curve, 926.00 feet; to a point of compound curvature of a curve concave

Northeasterly having a radius of 2568.88 feet, and a central angle of 05°16'17"; thence run Southeasterly along the arc of said curve, 236.35 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 876.63 feet, and a central angle of 28°43'22"; thence run Southeasterly along the arc of said curve, 439.46 feet; to a point of compound curvature of a curve concave Westerly having a

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radius of 1110.63 feet, and a central angle of 16°49'40"; thence run Southerly along the arc of said curve, 326.19 feet; thence S 88°54'46" E, 199.28 feet to the Point of Termination.

PARCEL D

A 50.00-foot-wide strip of land lying in Sections 13, 24 and 25, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 25, run along the South line of the Southeast 1/4 of said Section 25, S 89°42'22" W, 2062.09 feet; thence N 00°17'38" W, 559.57 feet to the Point of Beginning of said strip of land being 25.00 feet each side of the following described centerline: thence N 01°40'09" E, 2211.45 feet to a point of curvature of a curve concave Westerly having a radius of 3793.88 feet, and a central angle of 10°59'01"; thence run Northerly along the arc of said curve, 727.28 feet; to a point of compound curvature of a curve concave Westerly having a radius of 4957.61 feet, and a central angle of 06°59'16"; thence run Northerly along the arc of said curve, 604.63 feet; thence N 16°18'07" W, 3136.10 feet to a point on a non-tangent curve concave Westerly having a radius of 4244.94 feet, and a central angle of 06°55'40"; thence from a tangent bearing of N 15°44'16" W run Northerly along the arc of said curve, 513.27 feet; to a point of reverse curvature of a curve concave Easterly having a radius of 6742.99 feet, and a central angle of 10°32'19"; thence run Northerly along the arc of said curve, 1240.27 feet; to a point of reverse curvature of a curve concave Westerly having a radius of 3928.69 feet, and a central angle of 04°31'20"; thence run Northerly along the arc of said curve, 310.08 feet; thence N 13°52'45" W, 1830.80 feet; thence N 43°11'09" W, 617.16 feet to a point of curvature of a curve concave Southwesterly having a radius of 1402.31 feet, and a central angle of 12°56'18"; thence run Northwesterly along the arc of said curve, 316.67 feet to the Point of Termination.

PARCEL E

A 100.00-foot-wide strip of land lying in Section 29, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 29, run along the West line of the Southwest 1/4 of said Section 29, S 00°00'31" W, 42.14 feet; thence S 89°04'29" E, 1483.36 feet to the Point of Beginning of said strip of land being 50.00 feet each side of the following described centerline: thence S 15°49'44" E, 684.44 feet to a point of curvature of a curve concave Northeasterly having a radius of 1133.81 feet, and a central angle of 26°57'31"; thence run Southeasterly along the arc of said curve, 533.47 feet to the Point of Termination.

PARCEL F

A 100.00-foot-wide strip of land lying in Section 31, Township 24 South, Range 28 East, Orange County, Florida, and Section 6, Township 25 South, Range 28 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the South Quarter corner of said Section 31, run along the South line of the Southwest 1/4 of said Section 31, N 89°56'54" W, 389.21 feet; thence N 00°03'06" E, 82.94 feet to the Point of

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Beginning of said strip of land being 50.00 feet each side of the following described centerline: thence S 70°20'24" E, 1381.94 feet to the Point of Termination.

PARCEL G

A 50.00-foot-wide strip of land lying in Sections 35 and 36, Township 24 South, Range 27 East, Orange County, Florida, and Section 1, Township 25 South, Range 28 East, Osceola County, Florida, and being more particularly described as follows:

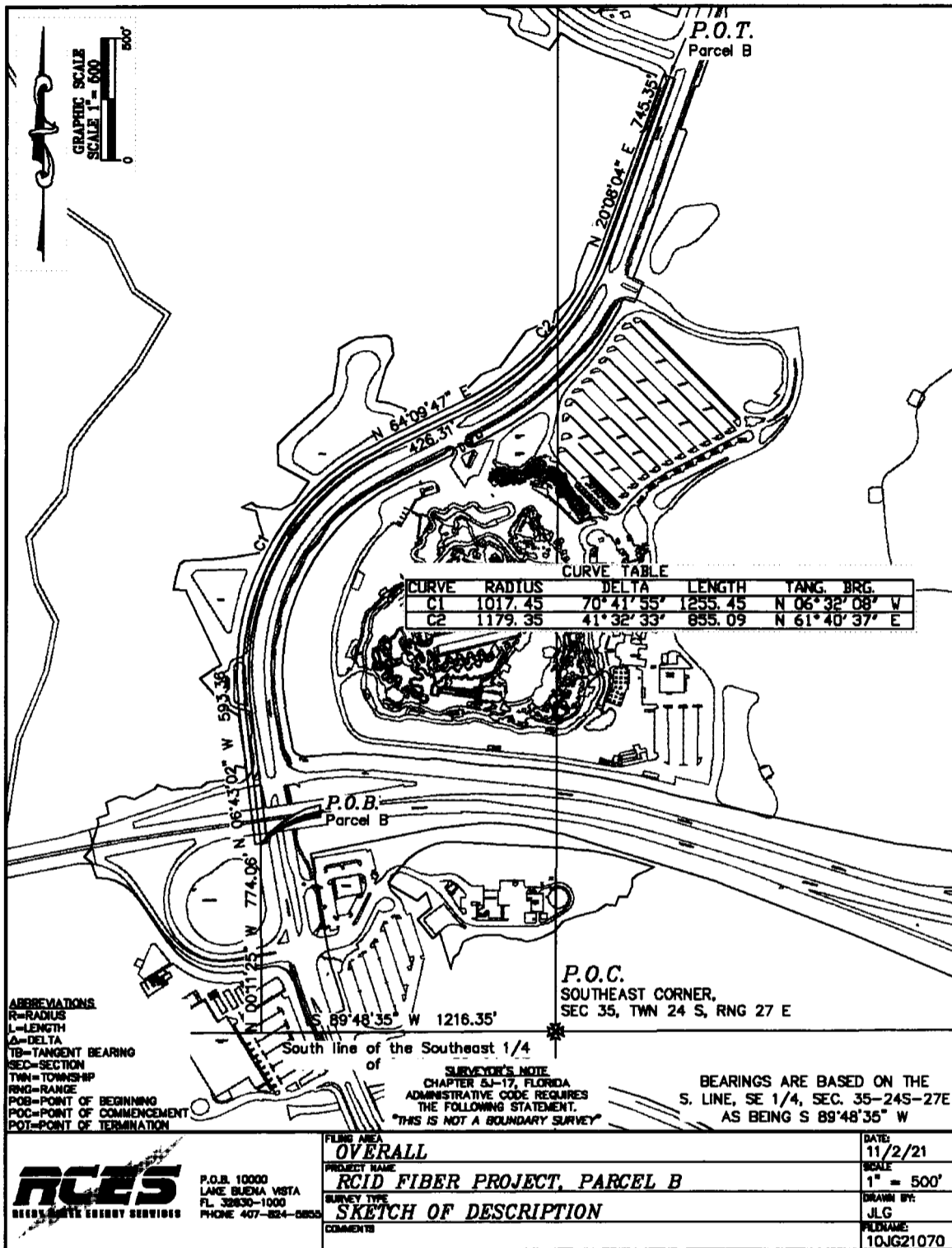
Commence at the Southeast corner of said Section 35, run along the South line of the Southeast 1/4 of said Section 35, S 89°48'35" W, 1216.35 feet; thence N 00°11'25" W, 774.06 feet to the Point of Beginning of said strip of land being 25.00 feet each side of the following described centerline: thence N 80°32'32" E, 401.33 feet to a point of curvature of a curve concave Southerly having a radius of 3598.45 feet, and a central angle of 06°54'12"; thence run Easterly along the arc of said curve, 433.57 feet; to a point of compound curvature of a curve concave Southerly having a radius of 2089.43 feet, and a central angle of 13°03'49"; thence run Easterly along the arc of said curve, 476.40 feet; to a point of compound curvature of a curve concave Southerly having a radius of 3550.78 feet, and a central angle of 09°04'56"; thence run Easterly along the arc of said curve, 562.85 feet; thence S 74°01'26" E, 684.76 feet to a point of curvature of a curve concave Northerly having a radius of 3823.49 feet, and a central angle of 14°02'12"; thence run Easterly along the arc of said curve, 936.69 feet; thence S 88°30'46" E, 764.43 feet; thence S 09°05'38" W, 1454.93 feet to the Point of Termination.

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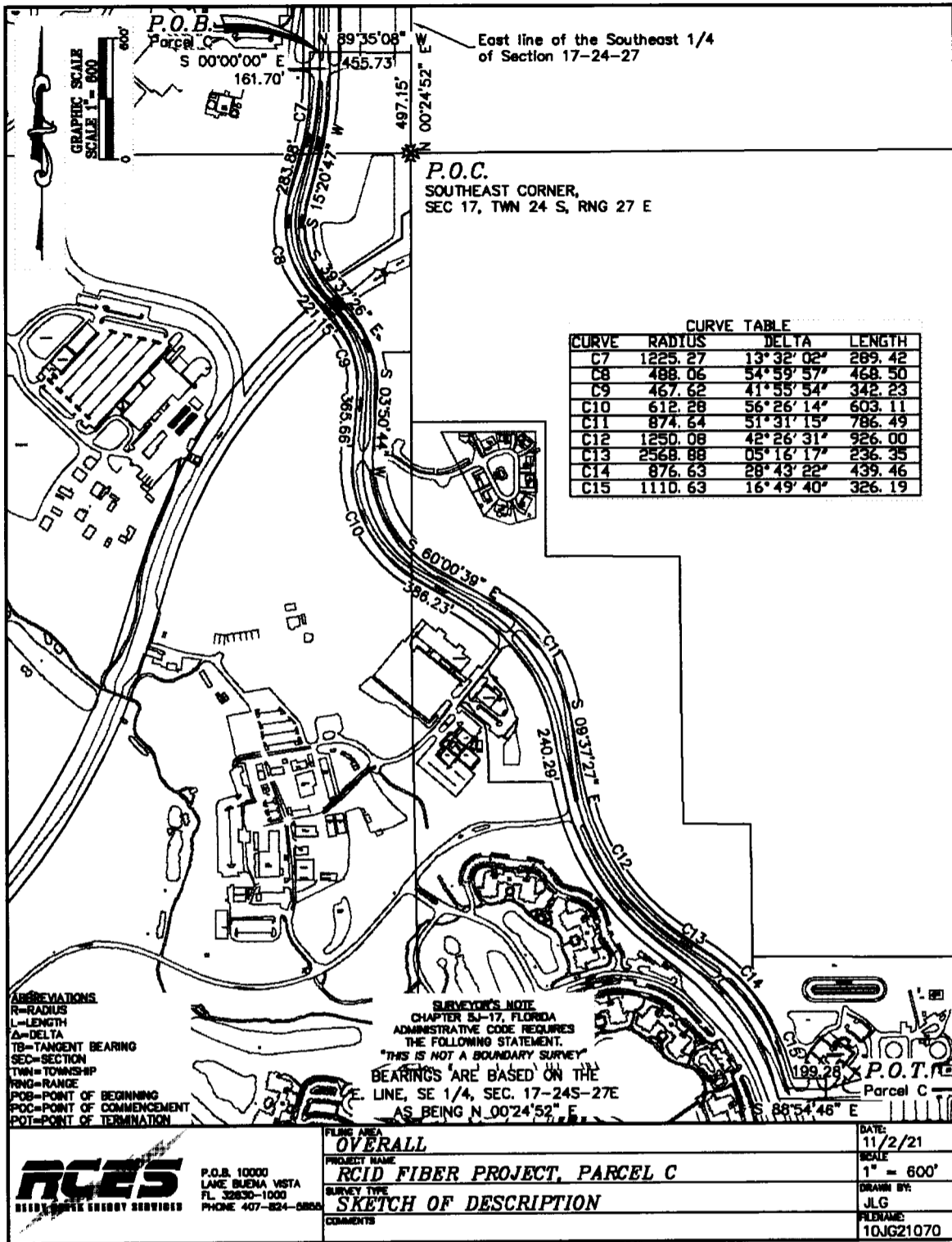
PARCEL B



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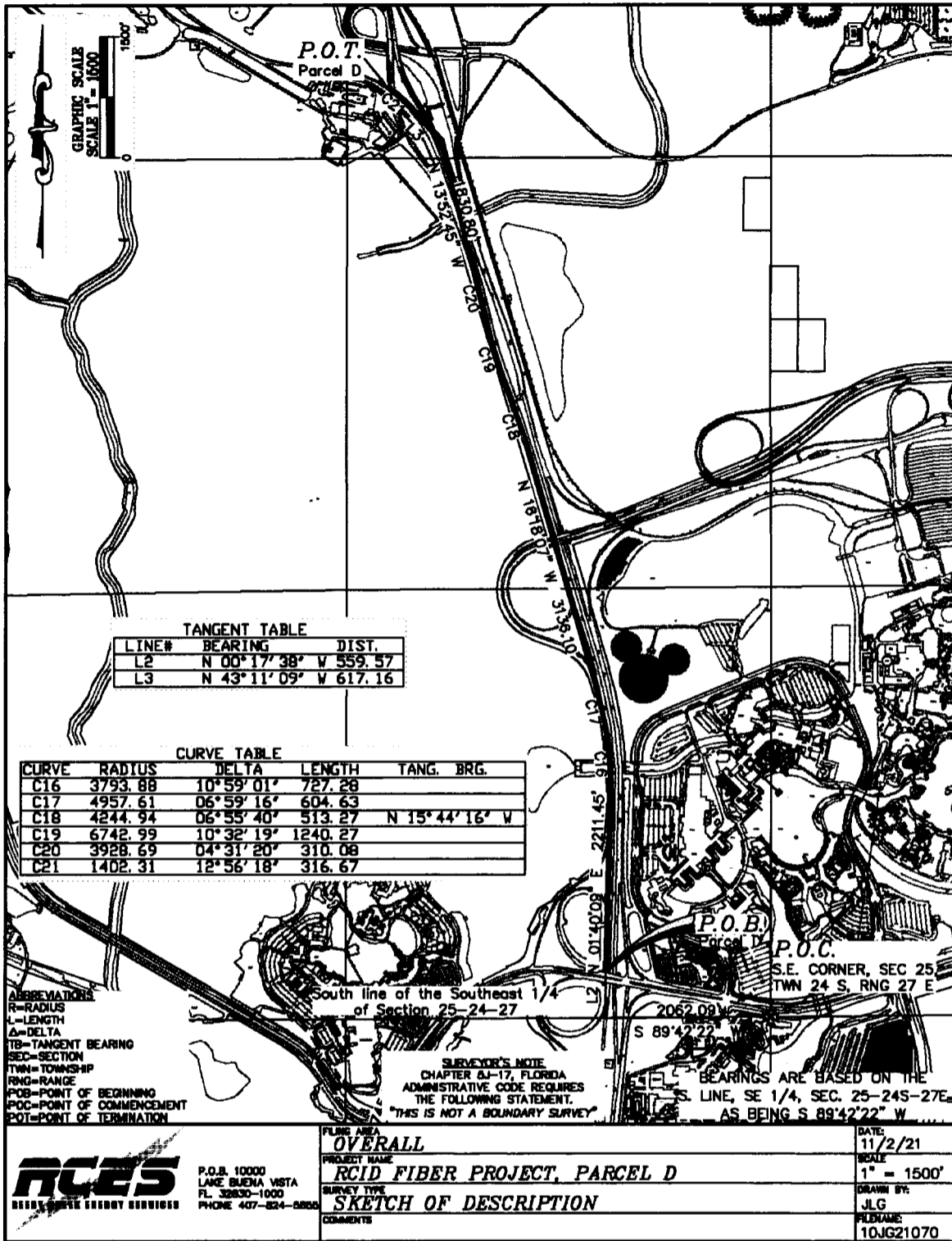
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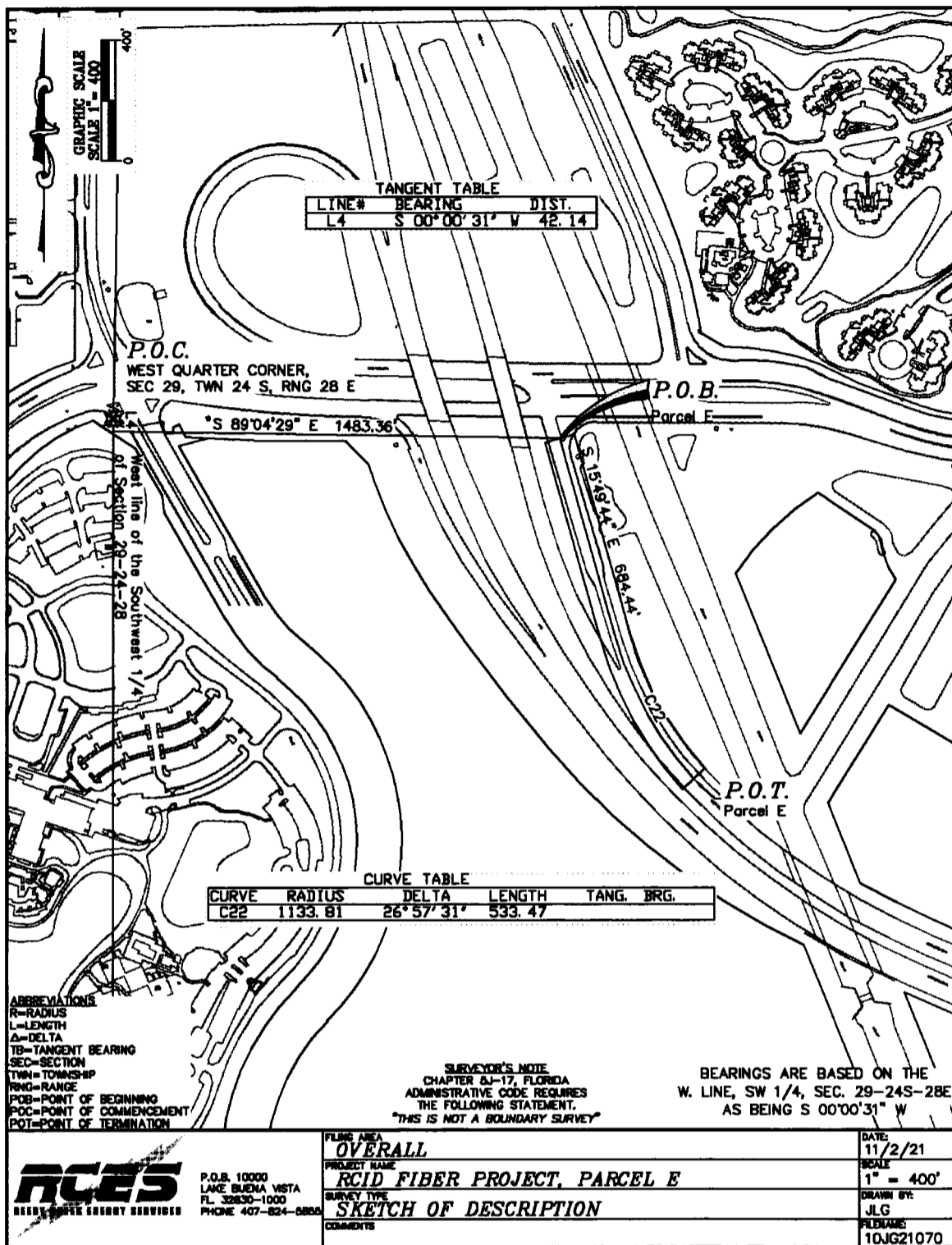
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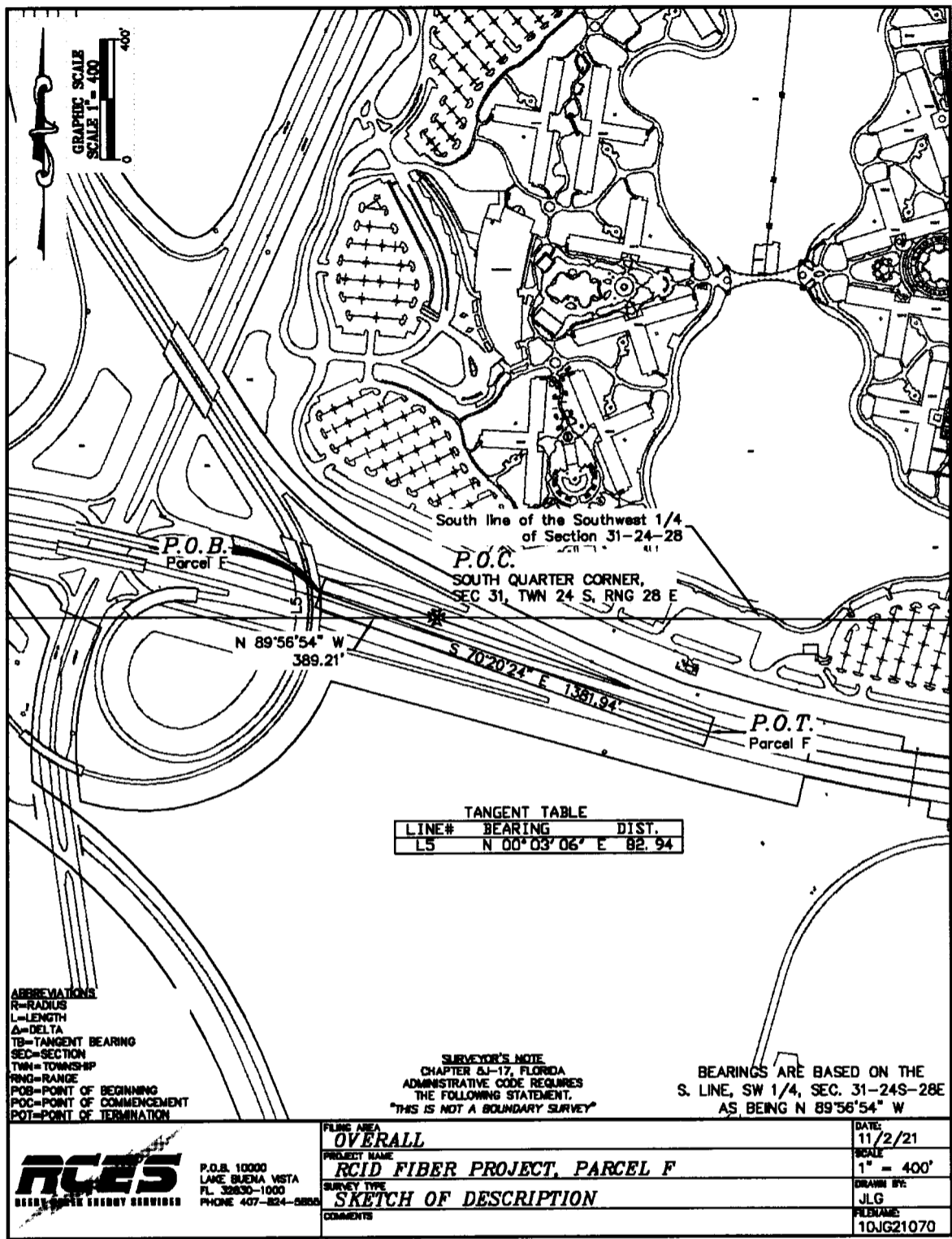
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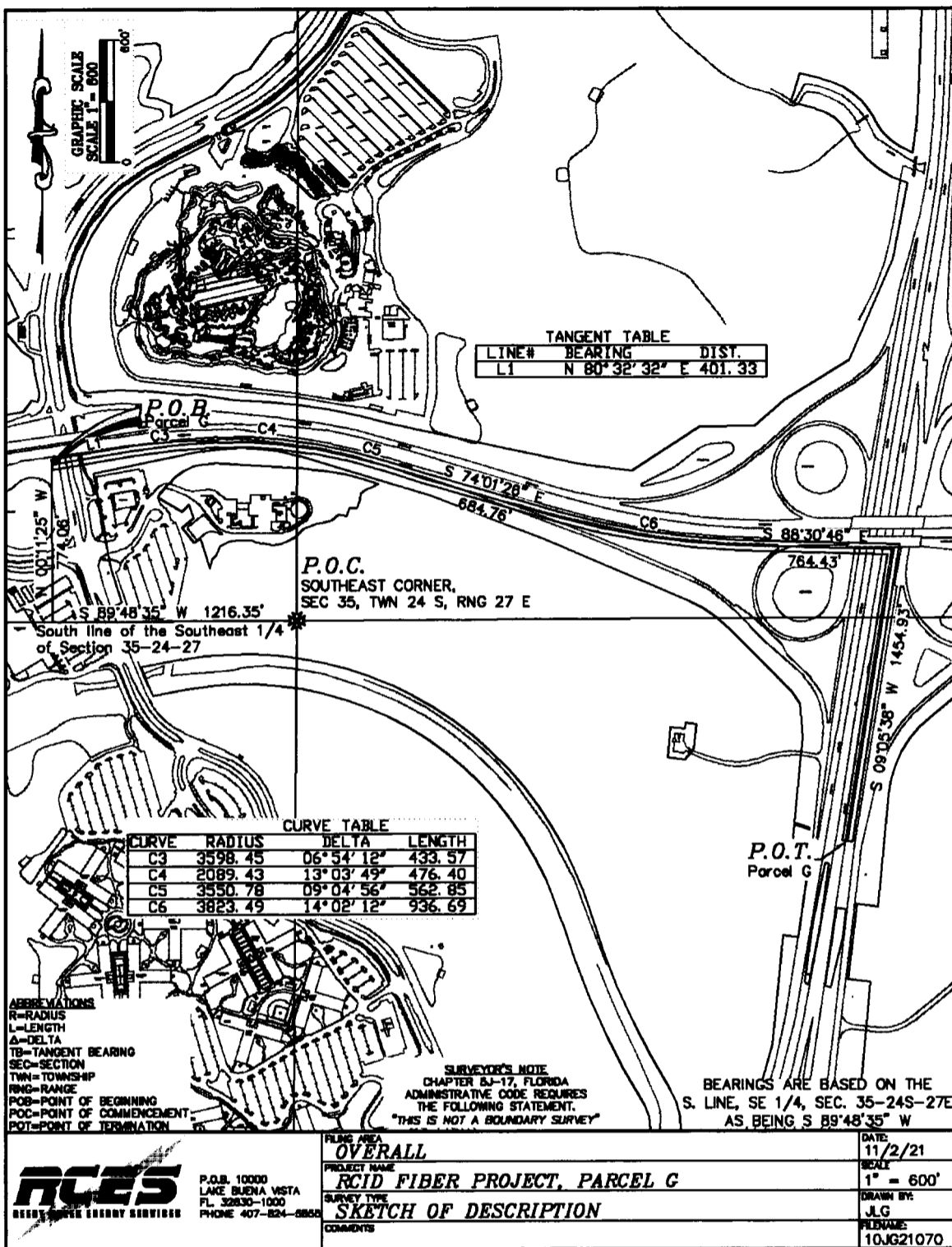
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DESCRIPTION

PARCEL D

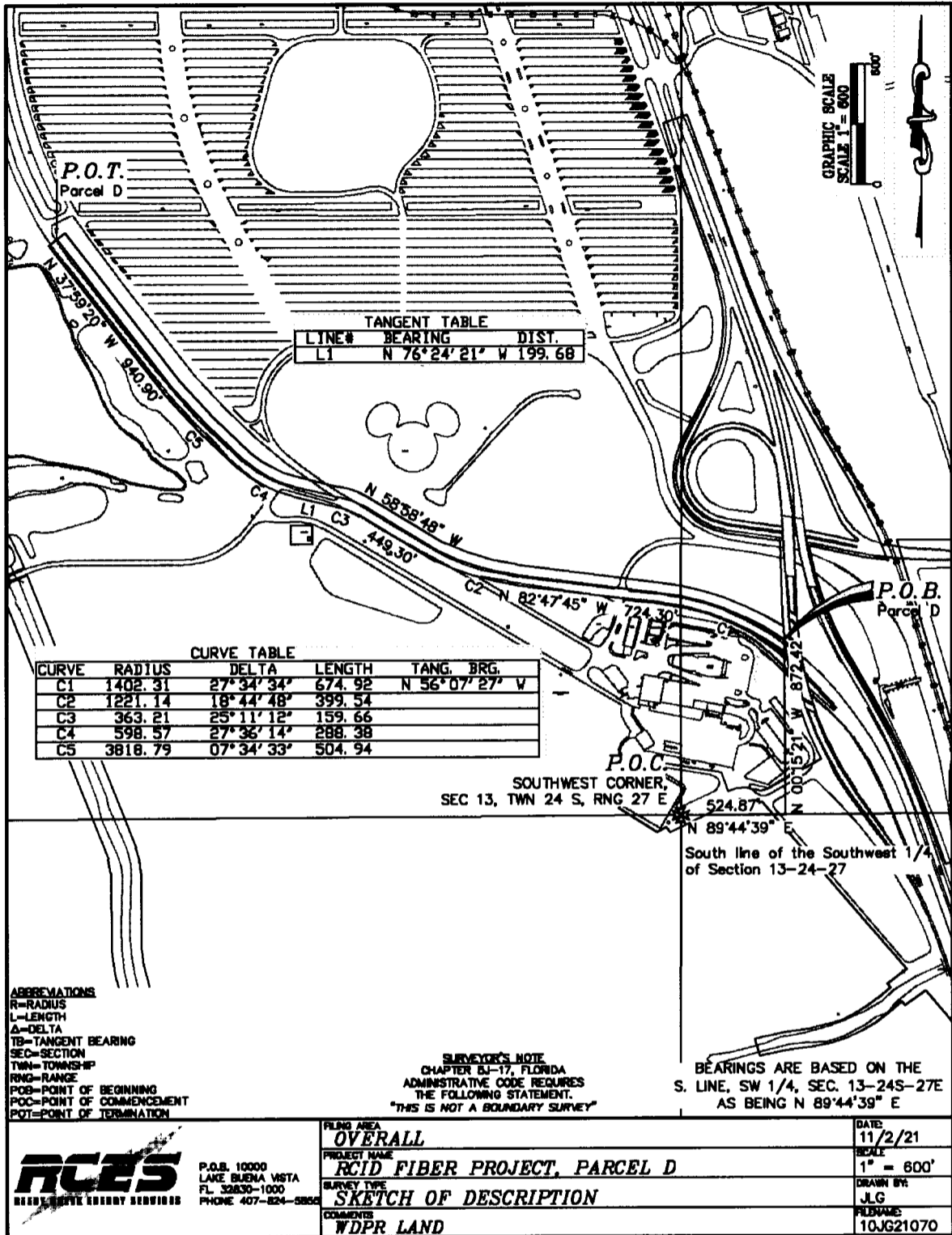
A 100.00-foot-wide strip of land lying in Sections 13 and 14, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 13, run along the South line of the Southwest 1/4 of said Section 13, N 89°44'39" E, 524.87 feet; thence N 00°15'21" W, 872.42 feet to the Point of Beginning of said strip of land being 50.00 feet each side of the following described centerline: said point being a point on a non-tangent curve concave Southerly having a radius of 1402.31 feet, and a central angle of 27°34'34"; thence from a tangent bearing of N 56°07'27" W run Westerly along the arc of said curve, 674.92 feet; thence N 82°47'45" W, 724.30 feet to a point of curvature of a curve concave Northerly having a radius of 1221.14 feet, and a central angle of 18°44'48"; thence run Westerly along the arc of said curve, 399.54 feet; thence N 58°58'48" W, 449.30 feet to a point of curvature of a curve concave Southerly having a radius of 363.21 feet, and a central angle of 25°11'12"; thence run Westerly along the arc of said curve, 159.66 feet; thence N 76°24'21" W, 199.68 feet to a point of curvature of a curve concave Northeasterly having a radius of 598.57 feet, and a central angle of 27°36'14"; thence run Northwesterly along the arc of said curve, 288.38 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 3818.79 feet, and a central angle of 07°34'33"; thence run Northwesterly along the arc of said curve, 504.94 feet; thence N 37°59'20" W, 940.90 feet to the Point of Termination.

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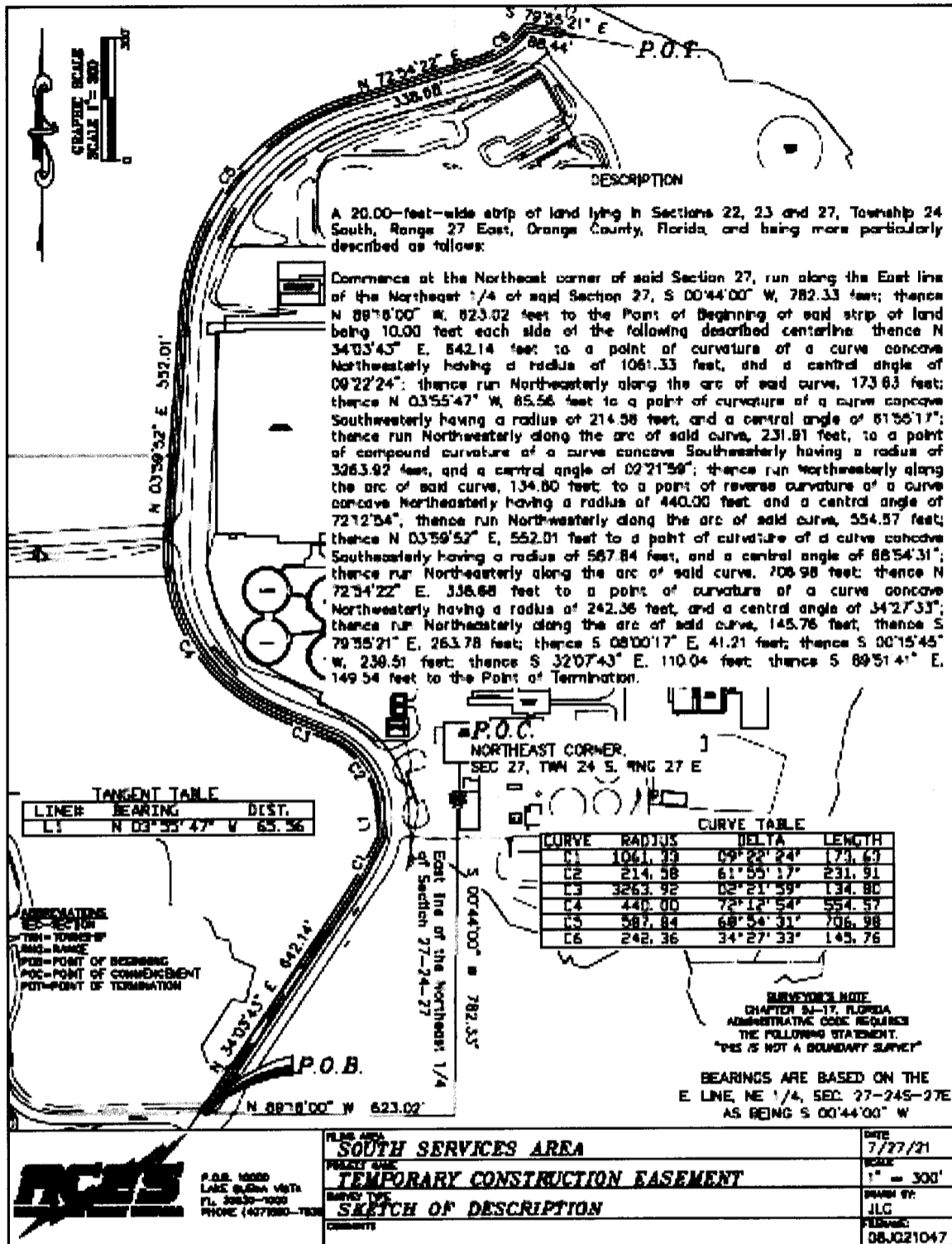


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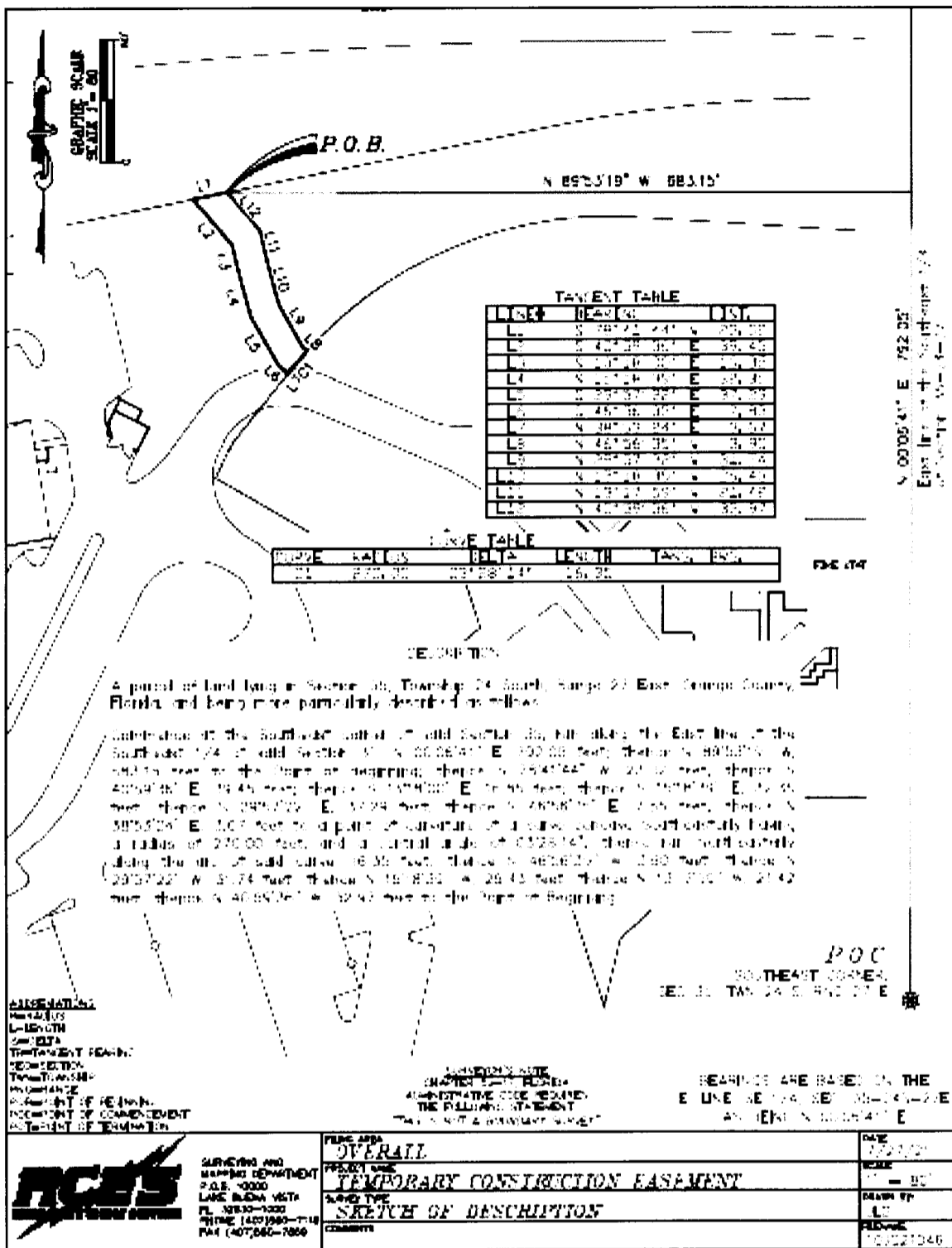
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**THIS PROPERTY IS OWNED BY WALT DISNEY PARKS & RESORTS U.S., INC.
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NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“Temporary Easement Agreement”) is made as of the Effective Date (as hereinafter defined) by and between **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is Post Office Box 10000, Lake Buena Vista, Florida 32839 (“Grantor”), and the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 0170, Lake Buena Vista, Florida 32839-0170 (“Grantee”).

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Easement Area”), for the purpose of: (i) installing, operating and maintaining conduit and optic fiber lines (the “Utility”); and, in connection therewith (ii) access to and from the Easement Area over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinafter 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 Utility is located, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing promises, 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 Utility in accordance with Section 3 hereof, or (ii) September 30, 2022. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

3. **Permanent Easement.** Promptly upon completion by Grantee of the Utility Grantor agrees to comply, by separate easement agreement, a perpetual non-exclusive, easement agreement in the form attached hereto

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and incorporated herein as Exhibit “B” (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 Utility 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 Utility placed by way of this Temporary Easement Agreement be 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 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), hereinafter, 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 Utility 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 Utility is to be relocated. Grantor (at Grantor’s cost) shall cooperate with Grantee 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 Utility. If any or all of the Easement Area or the Utility is to be relocated, altered or modified, Grantee shall, upon Grantor’s request (and at Grantor’s sole cost and expense) promptly remove the Utility, 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 permitted successors, assigns, grantees, and invitees, covenants and agrees it shall

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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 Utility, 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, mixed, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, invitees, successors, or assigns. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Utility;

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 is 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 Grantor breaches any provision of 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, Grantee shall have the right, but not the obligation,

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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 thereon, until Grantor's receipt of full payment therefor.

8. Condition of Easement Area: Indemnity.

a) Grantee acknowledges that it (i) has physically inspected the Easement Area, and (ii) accepts the Easement Area "AS IS" and "WHERE IS" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions, and limitations applicable thereto. Grantee, for and on behalf of itself and its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall, to the extent allowed by law, hereby release, indemnify, defend, and hold harmless Grantor from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including without limitation, loss of life) or for damage, destruction or theft of property) including without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Grantor in connection therewith, that arise from or relate directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act commenced, intended, permitted, or suffered by Grantee (its successors, assigns, employees, contractors, agents, grantees and invitees and any of their officers, directors, employees, representatives and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's successors, assigns, employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee's acts or omissions, or out of the acts or omissions of Grantee's successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, or (viii) the failure of Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Temporary Easement Agreement. Grantee shall cooperate with the Grantor in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the parties to this Temporary Easement Agreement. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination. For the purposes of this Paragraph 8, Grantor shall be defined as Walt Disney Parks and Resorts U.S., Inc.

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

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

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

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

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

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

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

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

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

If to Grantor:	Walt Disney Parks and Resorts U.S., Inc. P.O. Box 10000 Lake Buena Vista, Florida 32830 Attn: Real Estate Department Facsimile: (407) 934-8889
With a copy to:	Walt Disney World Resort Legal Department 1375 Buena Vista Drive Lake Buena Vista, Florida 32830 Attn: General Counsel Facsimile: (407) 934-8889
If to Grantee:	Reedy Creek Improvement District 1900 Hotel Plaza Boulevard, P.O. Box 10170 Lake Buena Vista, Florida 32830-0170 Attn: District Administrator Facsimile: (407) 934-6200
With a copy to:	Reedy Creek Improvement District 1900 Hotel Plaza Boulevard, P.O. Box 10170 Lake Buena Vista, Florida 32830-0170 Attn: Legal Counsel Facsimile: (407) 828-4311

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

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

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

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

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

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

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

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

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

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**THIS PROPERTY IS OWNED BY WALT DISNEY PARKS & RESORTS U.S., INC.
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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 in the "Effective Date".

WITNESSES TO GRANTOR.

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

Cheryl A. Jackson
Cheryl A. Jackson

By: *SEA*
Name: SEAN ROBERTS

Robert M. Roberts
Robert M. Roberts

By: Vice President

Dated: July 19, 2021

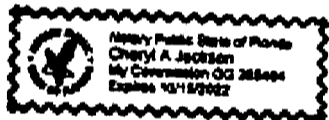
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ~~physical presence or~~ online notarization this 19th day of July 2021, by SEAN ROBERTS as Vice President of WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation of the State of Florida, on behalf of the company. He is personally known to me as produce as identification.

[Notary Seal]

Cheryl A. Jackson
Notary Public
Cheryl A. Jackson
Name typed, printed or stamped
My Commission Expires _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]



**THIS PROPERTY IS OWNED BY WALT DISNEY PARKS & RESORTS U.S., INC.
Payment Bond – Attachment “A” Legal Descriptions of Property
Contract No. C005973**

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

WITNESSES TO GRANTEE

Erin M. Wierzbicki (Signature)
Erin M. Wierzbicki (Print Name)
Erin M. Wierzbicki (Signature)
Erin M. Wierzbicki (Print Name)

REEDY CREEK IMPROVEMENT DISTRICT

a public corporation
By [Signature] (Signature)
John H. Classe, Jr., District Administrator

Dated 7/20/21

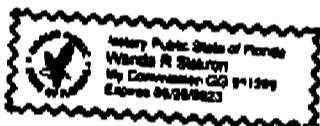
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of a physical presence or online notarization, this 20th day of July, 2021, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is a personally known to me or produced _____ as identification.

[Notary Seal]

[Signature]
Notary Public

Name typed, printed or stamped
My Commission Expires: _____

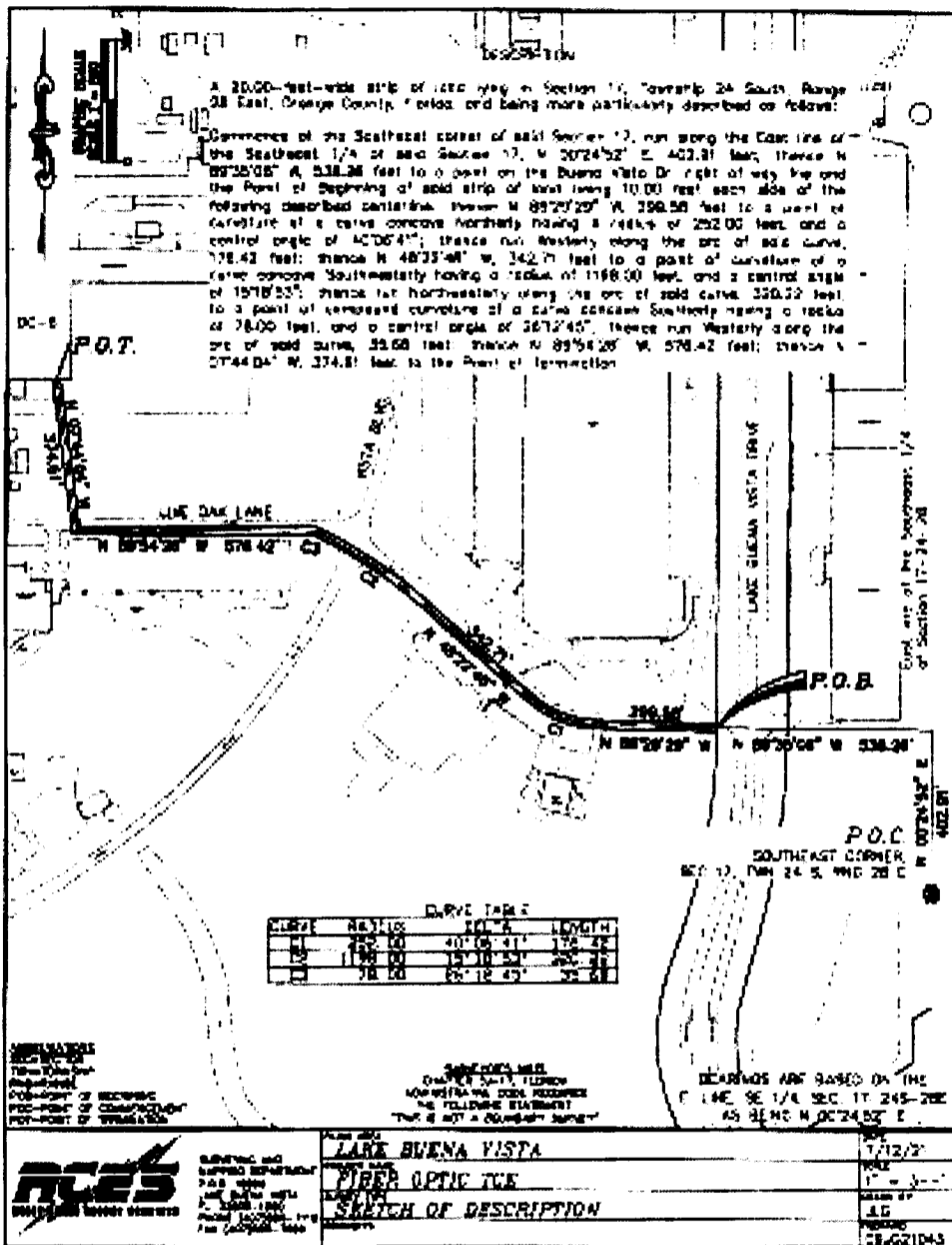


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EXHIBIT “A”

Description of Temporary Easement Area



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DUAL OBLIGEE RIDER

To be attached to and form a part of contract payment bond number 30141100 issued by

Continental Casualty Company

Surety

On behalf of Superior Construction Company Southeast, LLC

In the amount of Two Million Six Hundred Thirty Three Thousand Two Hundred Seventeen Dollars and 13/100 Cents (\$2,633,217.13)

and dated 12/28/2021 in favor of Reedy Creek Improvement District

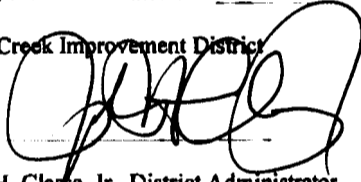
In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration receipt of which is hereby acknowledged, the Undersigned hereby agree as follows:

1. Walt Disney Parks and Resorts U.S. Inc. is hereby added to said bond as additional Obligee.
2. The Surety shall not be liable under this bond to the Obligee, or either of them unless the said Obligee, or either of them, shall make payments to the Principal strictly in accordance with the terms of the said contract as to payments, and shall perform all other obligations to be performed under said contract at the time and in the manner therein set forth.
3. No suit, action or proceeding by reason of any default whatever shall be brought on this bond after two (2) years from the day on which the final payment under said construction contract falls due.
4. Aggregate liability of Surety hereunder to Obligee is limited to the penal sum above stated Surety, upon making payment hereunder, shall be subrogated to, and shall be entitled to an assignment of all rights of the payee with respect to the particular obligation discharged by the payment, either against principal or against and other party liable to the payee on the discharged obligation.

Signed, sealed and Dated this 28th day of December, 2021

Reedy Creek Improvement District

By



John H. Classe, Jr., District Administrator

Superior Construction Company Southeast, LLC

By



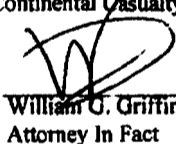
Walt Disney Parks and Resorts U.S., Inc.

By



Surety Continental Casualty Company

By


William G. Griffin,
Attorney In Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Michael A Marino, Krystal Stravato, William G Griffin, Vivian Santiago , Individually

of Miami, FL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 21st day of June, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of December, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "