



CFN 2016179235
 Bk 5064 Pgs 1238-1246 (9 Pgs)
 DATE: 12/01/2016 02:26:41 PM
 ARMANDO RAMIREZ, CLERK OF COURT
 OSCEOLA COUNTY
 RECORDING FEES \$78.00
 DEED DOC \$0.70

Prepared by and return to:

Lee Schmudde, Esq.
 Walt Disney Parks and Resorts U.S., Inc.
 Legal Department
 Post Office Box 10000
 Lake Buena Vista, Florida 32830

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (“Agreement”) is dated as of August 12, 2016, between **WALT DISNEY PARKS AND RESORTS U.S., INC.** (“Owner”), whose mailing address is Post Office Box 10000, Lake Buena Vista, Florida 32830, and the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a governmental entity created by Chapter 373, Florida Statutes, (“SFWMD”) whose address is 3301 Gun Club Road, West Palm Beach, Florida 33406.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and SFWMD agree as follows:

1. **Permission to Enter Land.** Owner does hereby grant to SFWMD and its employees, agents, and contractors non-exclusive permission to enter onto Owner’s land described in Exhibit A (the “Premises”) from time to time during the Term of this Agreement for the purpose of undertaking the installation, operation and maintenance of and collection of data from the monitoring well ORF-60 located on adjacent property owned by Reedy Creek Improvement District (hereinafter referred to as the “Project”). The permission granted hereunder is limited solely to the use of those areas of the Premises described on the site plan contained in Exhibit A. SFWMD shall be solely responsible for the installation, operation and monitoring of the Project. SFWMD and its employees, agents, and contractors may enter the Premises for installation, operation, general maintenance and data collection activities only on weekdays between the hours of 7:00 a.m. and 5:00 p.m. In the event that SFWMD or its employees, agents, or contractors enter the Premises on a weekday prior to 5:00 p.m. in accordance with this Agreement, they may stay beyond 5:00 p.m. to complete any activities initiated.

2. **Term.** The term of this Agreement (the "Term") shall commence upon the date written above and be continuous for ten (10) years. Notwithstanding the foregoing provisions, either party may terminate this Agreement upon sixty (60) days prior written notice to the other party. Upon termination of this Agreement, SFWMD will remove its equipment from the Premises and repair any damage caused by its use of the Premises, reasonable wear and tear excepted.

3. **Compliance with Laws; Performance of Work.** SFWMD will comply with all laws, ordinances, and governmental rules and regulations which apply to the Project and the use

of the Premises. SFWMD will perform the work in a safe, skillful and competent manner and in accordance with the terms and conditions of all permits required for the Project.

4. **Liability/Contractor Insurance.** SFWMD acknowledges SFWMD's liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. While this Agreement is in effect, SFWMD shall cause its contractors to maintain Comprehensive General Liability Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. SFWMD shall cause its contractors to provide Owner with a certificate of insurance evidencing such coverage and naming Owner as an additional insured.

5. **Severability Captions.** If any provision of this Agreement or if the application of any provision of this Agreement is found by a court of law to be invalid or unenforceable, it shall not make the entire Agreement invalid or unenforceable. Rather, each and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The headings of the various paragraphs are for convenience only and do not limit the agreement.

6. **Complete Agreement.** This document contains the complete agreement between Owner and SFWMD concerning the activities to be conducted on the Premises in connection with the Project. SFWMD further understands and agrees that SFWMD has no right to rely on any statement or promise which is not in writing and contained in this Agreement or a written amendment to this Agreement.


7. **Notices** Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party, any form of overnight mail, or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address or any other contact information stated herein by giving notice of the change in accordance with this article.

The parties to this Agreement agree that they have read and understand all of the terms contained in this Agreement and that they have executed this Agreement on the date set forth in the first paragraph above.

-----The remainder of this page intentionally left blank - signatures
appear on the following pages -----

OWNER:

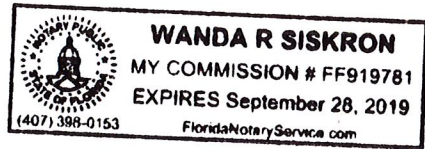
**WALT DISNEY PARKS AND RESORTS U.S.,
INC.**

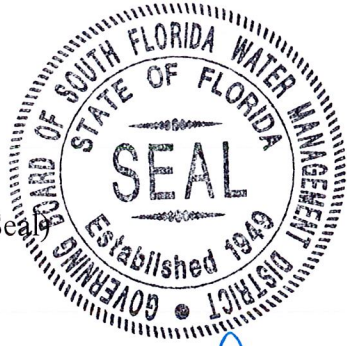
By: 
Name: Lee Schudde
Title: Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17th day of August, 2016,
by **Lee Schudde**, as Vice President, of behalf of Walt Disney Parks and Resorts U.S., Inc.,
who is personally known to me.


Notary Public
Print: _____
My Commission Expires: _____





(Corporate Seal)

SFWMD:

**SOUTH FLORIDA WATER
MANAGEMENT DISTRICT**

ATTEST:

By: Brenda Low
Brenda Low, District Clerk/Secretary

By: [Signature]
Kevin Powers, Vice-Chairman

Legal Form Approved
Office of Counsel

By: [Signature]
Andrew Ross

STATE OF FLORIDA
COUNTY OF PALM BEACH

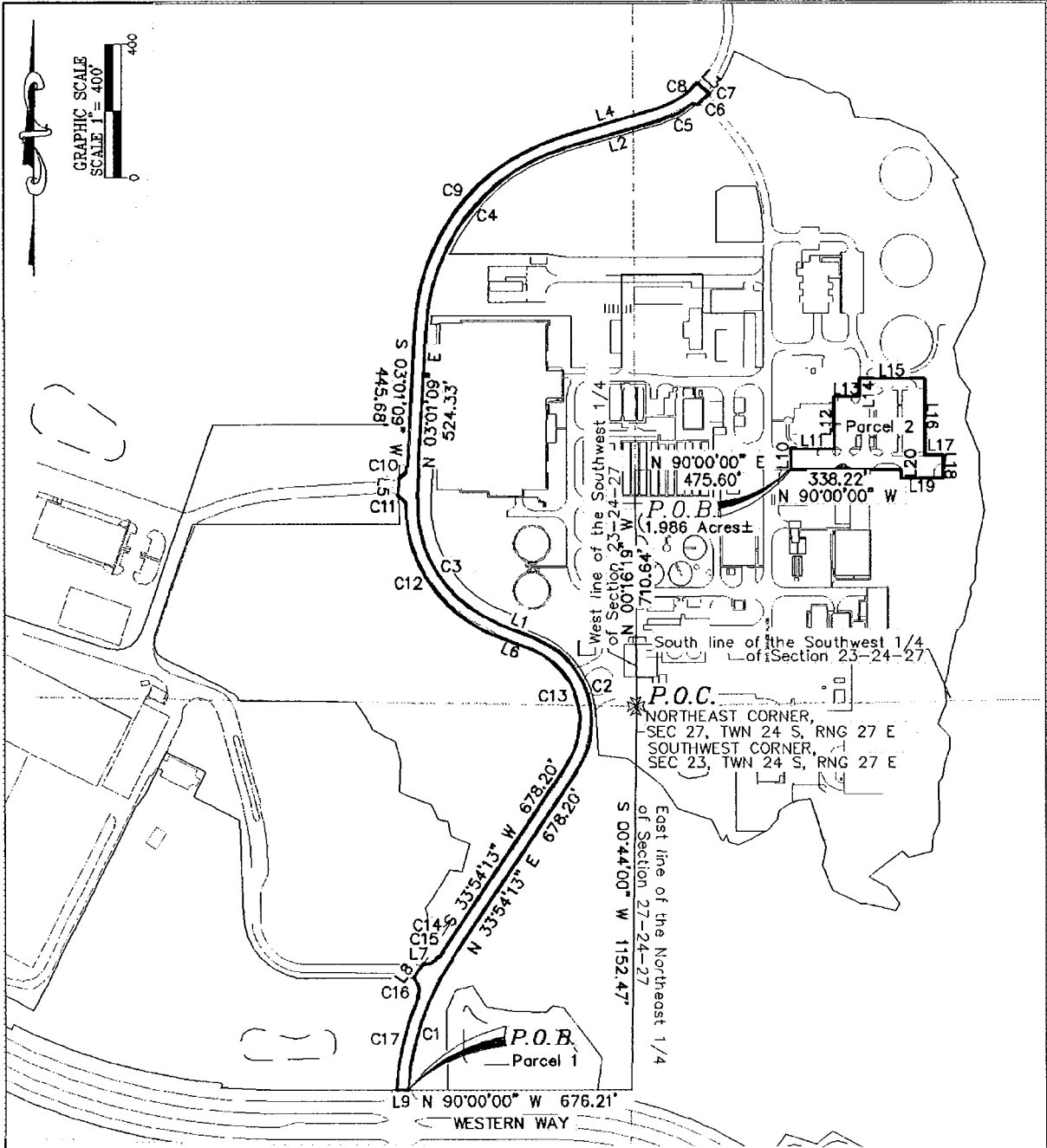
The foregoing instrument was acknowledged before me this 10th day of November 2016, by Kevin Powers and Brenda Low, Governing Board Vice-Chairman and District Clerk/Secretary, respectively, of the South Florida Water Management District, a governmental entity created by Chapter 373, Florida Statutes, on behalf of the entity, who are personally known to me.



Haley M. Koptak
Notary Public
Print: Haley M. Koptak
My Commission Expires: April 12, 2020

EXHIBIT "A"


LEGAL DESCRIPTION OF THE PREMISES
(Following 4 pages)



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

SURVEYOR'S NOTE
 CHAPTER 61G17-6, FLORIDA
 ADMINISTRATIVE CODE REQUIRES
 THE FOLLOWING STATEMENT.
 "THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE
 W. LINE, NW 1/4, SEC. 27-24-27
 AS BEING S 00°44'00" W

	SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE (407)560-7118 FAX (407)560-7869	FILING AREA SOUTH SERVICE AREA PROJECT NAME ACCESS AND PARKING SURVEY TYPE SKETCH OF DESCRIPTION COMMENTS	DATE: 5/27/16 SCALE 1" = 400' DRAWN BY: J.L.G. FILENAME: 08JG16115
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TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 68° 54' 24" W	121.01
L2	N 73° 55' 41" E	301.58
L3	N 46° 22' 10" W	47.99
L4	S 73° 55' 41" W	301.58
L5	S 03° 01' 09" W	46.63
L6	S 68° 54' 24" E	121.01
L7	N 89° 59' 51" W	6.89
L8	S 33° 53' 24" W	47.12
L9	S 89° 59' 58" E	36.09
L10	N 00° 00' 00" E	65.39
L11	N 90° 00' 00" E	132.57
L12	N 00° 00' 00" E	154.90
L13	N 90° 00' 00" E	78.43
L14	N 00° 00' 00" E	55.98
L15	N 90° 00' 00" E	198.79
L16	S 00° 00' 00" E	231.36
L17	N 90° 00' 00" E	56.31
L18	S 00° 00' 00" E	69.14
L19	N 90° 00' 00" W	127.88
L20	N 00° 00' 00" E	24.24

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	798.97	30° 20' 31"	423.11	N 03° 33' 42" E
C2	268.03	102° 48' 31"	480.94	
C3	381.72	71° 55' 27"	479.18	
C4	581.97	70° 54' 32"	720.24	
C5	318.03	20° 08' 17"	111.78	
C6	56.00	18° 55' 45"	18.50	N 83° 36' 38" E
C7	330.00	07° 41' 01"	44.25	N 51° 18' 52" E
C8	282.01	30° 17' 50"	149.12	S 43° 37' 50" W
C9	617.99	70° 54' 32"	764.82	
C10	64.97	29° 01' 13"	32.91	S 34° 05' 59" W
C11	53.91	33° 17' 42"	31.33	S 62° 52' 22" E
C12	417.74	70° 25' 30"	513.46	S 01° 31' 12" W
C13	232.01	102° 48' 31"	416.31	
C14	834.99	01° 16' 49"	18.66	
C15	50.00	57° 22' 44"	50.07	S 32° 37' 24" W
C16	50.00	70° 50' 08"	61.82	S 47° 27' 29" E
C17	834.99	19° 58' 12"	291.03	S 23° 22' 40" W



SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL 32830-1000
PHONE (407)560-7118
FAX (407)560-7889

FILING AREA
SOUTH SERVICE AREA
PROJECT NAME
ACCESS AND PARKING
SURVEY TYPE
SKETCH OF DESCRIPTION
COMMENTS

DATE:
5/27/16
SCALE
1" = 400'
DRAWN BY:
JLC
FILENAME:
08JG16115

DESCRIPTION

PARCEL 1

A parcel of land lying in Sections 22, 23, and 27, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 27, run along the West line of the Northwest 1/4 of said Section 27, S 00°44'00" W, 1152.47 feet; thence N 90°00'00" W, 676.21 feet to the Point of Beginning, to a point on a non-tangent curve concave Easterly having a radius of 798.97 feet, and a central angle of 30°20'31"; thence from a tangent bearing of N 03°33'42" E run Northerly along the arc of said curve, 423.11 feet; thence N 33°54'13" E, 678.20 feet to a point of curvature of a curve concave Westerly having a radius of 268.03 feet, and a central angle of 102°48'31"; thence run Northerly along the arc of said curve, 480.94 feet; thence N 68°54'24" W, 121.01 feet to a point of curvature of a curve concave Northeasterly having a radius of 381.72 feet, and a central angle of 71°55'27"; thence run Northwesterly along the arc of said curve, 479.18 feet; thence N 03°01'09" E, 524.33 feet to a point of curvature of a curve concave Southeasterly having a radius of 581.97 feet, and a central angle of 70°54'32"; thence run Northeasterly along the arc of said curve, 720.24 feet; thence N 73°55'41" E, 301.58 feet to a point of curvature of a curve concave Northwesterly having a radius of 318.03 feet, and a central angle of 20°08'17"; thence run Northeasterly along the arc of said curve, 111.78 feet; to a point on a non-tangent curve concave Southerly having a radius of 56.00 feet, and a central angle of 18°55'45"; thence from a tangent bearing of N 83°36'38" E run Easterly along the arc of said curve, 18.50 feet; to a point on a non-tangent curve concave Northwesterly having a radius of 330.00 feet, and a central angle of 07°41'01"; thence from a tangent bearing of N 51°18'52" E run Northeasterly along the arc of said curve, 44.25 feet; thence N 46°22'10" W, 47.99 feet to a point on a non-tangent curve concave Northwesterly having a radius of 282.01 feet, and a central angle of 30°17'50"; thence from a tangent bearing of S 43°37'50" W run Southwesterly along the arc of said curve, 149.12 feet; thence S 73°55'41" W, 301.58 feet to a point of curvature of a curve concave Southeasterly having a radius of 617.99 feet, and a central angle of 70°54'32"; thence run Southwesterly along the arc of said curve, 764.82 feet; thence S 03°01'09" W, 445.68 feet to a point on a non-tangent curve concave Northwesterly having a radius of 64.97 feet, and a central angle of 29°01'13"; thence from a tangent bearing of S 34°05'59" W run Southwesterly along the arc of said curve, 32.91 feet; thence S 03°01'09" W, 46.63 feet to a point on a non-tangent curve concave Southwesterly having a radius of 53.91 feet, and a central angle of 33°17'42"; thence from a tangent bearing of S 62°52'22" E run Southeasterly along the arc of said curve, 31.33 feet; to a point on a non-tangent curve concave Northeasterly having a radius of 417.74 feet, and a central angle of 70°25'30"; thence from a tangent bearing of S 01°31'12" W run Southeasterly along the arc of said curve, 513.46 feet; thence S 68°54'24" E, 121.01 feet to a point of curvature of a curve concave Westerly having a radius of 232.01 feet, and a central angle of 102°48'31"; thence run Southerly along the arc of said curve, 416.31 feet; thence S 33°54'13" W, 678.20 feet to a point of curvature of a curve concave Southeasterly having a radius of 834.99 feet, and a central angle of 01°16'49"; thence run Southwesterly along the arc of said curve, 18.66 feet; to a point on a non-tangent curve

concave Northwesterly having a radius of 50.00 feet, and a central angle of 57°22'44"; thence from a tangent bearing of S 32°37'24" W run Southwesterly along the arc of said curve, 50.07 feet; thence N 89°59'51" W, 6.89 feet; thence S 33°53'24" W, 47.12 feet to a point on a non-tangent curve concave Westerly having a radius of 50.00 feet, and a central angle of 70°50'08"; thence from a tangent bearing of S 47°27'29" E run Southerly along the arc of said curve, 61.82 feet; to a point on a non-tangent curve concave Easterly having a radius of 834.99 feet, and a central angle of 19°58'12"; thence from a tangent bearing of S 23°22'40" W run Southerly along the arc of said curve, 291.03 feet; thence S 89°59'58" E, 36.09 feet to the Point of Beginning, containing 3.334 Acres, more or less.

PARCEL 2

A parcel of land lying in Section 23, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 23, run along the West line of the Southwest 1/4 of said Section 23, N 00°16'19" W, 710.64 feet; thence N 90°00'00" E, 475.60 feet to the Point of Beginning, thence N 00°00'00" E, 65.39 feet; thence N 90°00'00" E, 132.57 feet; thence N 00°00'00" E, 154.90 feet; thence N 90°00'00" E, 78.43 feet; thence N 00°00'00" E, 55.98 feet; thence N 90°00'00" E, 198.79 feet; thence S 00°00'00" E, 231.36 feet; thence N 90°00'00" E, 56.31 feet; thence S 00°00'00" E, 69.14 feet; thence N 90°00'00" W, 127.88 feet; thence N 00°00'00" E, 24.24 feet; thence N 90°00'00" W, 338.22 feet to the Point of Beginning, containing 1.986 Acres, more or less.

ARMANDO RAMIREZ
CLERK OF CIRCUIT COURT
OSCEOLA COUNTY FLORIDA
2 Courthouse Square
Suite 2000
Kissimmee, FL 34741
WWW.OSCEOLACLERK.COM
REF: PRE SCANNED

DATE:12/1/2016
TIME:2:26:41 PM
RECEIPT: 1894447

WATER MANAGEMENT DISTRICT
ACCOUNT #: 0

ITEM - 01 EASEMENT
RECD: 12/1/2016 2:26:41 PM
FILE: 2016179234 BK/PG 0 5064/1231
Recording Fees 61.00
DEED DOC 0.70
Subtotal 61.70

ITEM - 02 EASEMENT
RECD: 12/1/2016 2:26:41 PM
FILE: 2016179235 BK/PG 0 5064/1238
Recording Fees 78.00
DEED DOC 0.70
Subtotal 78.70

TOTAL DUE	\$140.40
PAID TOTAL	\$140.40
PAID CHECK	\$140.40
Check #3153091:	140.40

REC BY: kword
COUNTY RECORDER