

SEWER LINE EASEMENT AGREEMENT

THIS SEWER LINE EASEMENT (“Agreement”), made and entered into this ____ day of _____, 20__ by and between **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**, a Florida limited partnership, whose address is 1000 Universal Studios Plaza, Orlando, Florida 32819, hereinafter referred to as “UCDP”, and the **CITY OF ORLANDO**, a municipal corporation, whose address is 400 S. Orange Avenue, Orlando, Florida 32801, hereinafter referred to as the “City”.

(Wherever used in this instrument the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders)

W I T N E S S E T H:

A. **WHEREAS**, UCDP, is the owner in fee simple of certain lands in the County of Orange and State of Florida, including the following, to-wit:

SEE ATTACHED **EXHIBIT “A”** INCORPORATED HEREIN
BY THIS REFERENCE (hereinafter referred to as the “Easement Area”); and

B. **WHEREAS**, GRANTEE, City, is engaged in the business of sewer collection and treatment to the public; and

C. **WHEREAS**, City is desirous of providing sewer services and connecting the City Sewer Line (as hereinafter defined) to the UCDP Sewer Line (as hereinafter defined) for further conveyance;

D. **WHEREAS**, the City requested UCDP to grant a non-exclusive easement for the right to discharge a specified quantity of sewage into and through the UCDP Sewer Line that is within the Easement Area.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings ascribed as follows:

(a) **City Sewer Line:** means the pipes, pumps, lift stations, force mains and other conveyance systems that are constructed, as they may be altered or modified in the future, that connect to the western terminus of the UCDP Sewer Line within the Easement Area at the point denoted on Exhibit A as the “Point of Beginning”.

(b) **Emergency Situation:** shall mean any adverse condition that exists, or will imminently exist, which could have a material adverse effect on health,

safety, permit status or property if not promptly corrected or addressed, such as an unlawful discharge, flood or similar calamity, or potential permit violation.

(c) **Governmental Authority:** shall mean any federal, state, or local governmental or quasi-governmental entity or authority, or any department, commission, board, bureau, agency, court, or instrumentality thereof, in each case having jurisdiction, control, or authority over, or in connection with the ownership, operation, construction or use of the UCDP Sewer Line, the City Sewer Line, or the Easement Area.

(d) **Hazardous Substance:** shall mean any substance, material, residue, or waste, including, without limitation, any solid, semi-solid, liquid, or gaseous substance, material, or waste, which is or becomes regulated under any applicable Environmental Law. The term “Environmental Law means any federal, state and local laws and regulations, judgments, orders and permits governing safety and health and the protection of the environment, as amended from time to time, including, without limitation, any: (i) “petroleum” or “petroleum product” as defined at §376.301(26) and (27), Florida Statutes; (ii) asbestos and/or asbestos-containing materials; (iii) polychlorinated biphenyls; (iv) natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel or mixture of natural gas and synthetic gas; (v) “hazardous substance” designated pursuant to §311 of the Clean Water Act, or “pollutants” or “toxic pollutants” listed pursuant to §307 of the Clean Water Act; (vi) “hazardous waste” pursuant to §1004 of the Resource Conservation and Recovery Act or as defined at §403.703(21), Florida Statutes; (vii) “hazardous substance” as defined pursuant to §101 of the Comprehensive Environmental Response, Compensation, and Liability Act, as defined at §403.703(29) or §376.301(17), Florida Statutes, or as listed by the EPA at 40 CFR Part 302; (viii) substances subject to the Emergency Planning and Community Right-to-Know Act of 1986; (ix) “solid waste” as defined at §403.703(13), Florida Statutes; (x) “pesticide” pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act, or pursuant to Chapter 482, Florida Statutes; (xi) materials listed in the United States Department of Transportation Table at 49 CFR § 172.101; (xii) “pollutants” or “pollution” as defined at §403.031(7), Florida Statutes, or §376.031(16) or (17), Florida Statutes, or §376.301(30) or (31), Florida Statutes; (xiii) “contaminant” as defined at §403.031(1), Florida Statutes; (xiv) nuclear or radioactive material pursuant to the Atomic Energy Act of 1954 or the Energy Reorganization Act, or “radioactive waste” as defined at §404.031(14), Florida Statutes; and (xv) any other substance, material, residue, or waste which is regulated pursuant to any Environmental Law.

(e) **Sanitary Sewer Permits:** means any and all governmental approvals, permits or authorizations required in conjunction with the construction, ownership, operation, maintenance or use of the City Sewer Line or the UCDP Sewer Line together with all governmental interpretations, orders or agreements related thereto, as amended, revised or issued from time to time.

(f) **UCDP Sewer Line:** means the pipes, pumps, lift stations, force mains and other conveyance systems UCDP has constructed, as it may be altered or

modified in the future on the Easement Area or other property owned by UCDP, which is connected to and discharges into the sewer system maintained and operated by the City.

2. **Grant of Sewer Conveyance Rights.** UCDP hereby grants to the City the non-exclusive perpetual right and easement under, over and across the Easement Area to connect to and discharge sewage from the City Sewer Line into and through the UCDP Sewer Line, as the same now exists or may be modified from time to time, all in accordance with this Agreement, subject to the following terms and conditions:

(a) The volume of sanitary discharge from the City Sewer Line shall not exceed 55,800 Gallons Per Day (as that is measured by the applicable Governmental Authority), subject to all applicable federal, state and local permits.

(b) All sewage discharged by the City under this Agreement shall be discharged through the City Sewer Line and connect to the UCDP Sewer Line at a point of connection at the western terminus of the UCDP Sewer Line at the point denoted on Exhibit A as the "Point of Beginning". The City shall not direct surface water or sewage from sources other than the City Sewer Line or through any means other than the City Sewer Line unless by future written agreement with UCDP.

(c) The City shall not knowingly discharge any water, material or other substance into or through the UCDP Sewer Line pursuant to this Agreement unless the quality thereof shall be in compliance with all terms and provisions of the Sanitary Sewer Permits and all applicable laws and regulations, including without limitation, all applicable environmental laws and regulations. Furthermore, the City shall not knowingly conduct any activity or permit the discharge of any waste into UCDP's Sewer Line, independently or in the aggregate with UCDP, that would result in requiring an Industrial Use Permit from the City.

(d) With regard to any work necessary to be performed by the City to connect to the UCDP Sewer Line or to access the Easement Area for any reason (except Emergency Situations), UCDP may reasonably condition and restrict any such activities as to the timing and manner thereof (it being understood that UCDP has other business activities which may for example require the work be performed at specified times or other means to limit its disruption) and shall require that all contractors or other persons performing work comply in all respects with UCDP requirements generally applied to its contractors and suppliers, including but not limited to safety procedures, as well as insurance and financial requirements. UCDP will require its contractors and suppliers and any others performing work for UCDP within the Easement Area to list the City as an additional insured on any liability insurance policies required by UCDP to cover said work. If the City or any of its contractors, agents, employees or other persons performing work for the

City shall cause any physical damage to the Easement Area or to other property, the same shall be repaired and restored to the original condition thereof promptly upon the completion of any such activity. If UCDP or any of its contractors, agents, employees or other persons performing work for UCDP shall cause any physical damage to the Easement Area or to other property, the same shall be repaired and restored to the original condition thereof promptly upon the completion of any such activity. Furthermore, all improvements on the Easement Area shall become the property of UCDP and the City will execute any deeds and/or bills of sale to evidence the conveyance thereof.

(e) UCDP shall have the right, at its sole expense and consistent with applicable laws, rules and regulations,, to modify, alter, reconfigure, realign and otherwise relocate any part or portions of the UCDP Sewer Line, which convey and transport the sewage, provided that UCDP provides the City with the rights herein provided over, across, within and through the substitute facilities ("**Relocated UCDP Sewer Line Facilities**") without any material interruption in service, including, without limitation, any required pipes, vaults, drains, structures and facilities. UCDP shall be required to provide the City with a complete set of plans for the proposed relocation at least 60 days prior to any work related thereto. The City agrees to execute such documents, in recordable form, reasonably requested by UCDP to evidence such modification and release of lands no longer needed as part of the Relocated UCDP Sewer Line Facilities. Notwithstanding the foregoing, the City's rights in the Relocated UCDP Sewer Line Facilities shall occur automatically without the need for any further consent or approval. Notwithstanding anything herein to the contrary, in exercising any rights to relocate the UCDP Sewer Line, UCDP shall only do so in a manner which does not reduce the functional capacity of the UCDP Sewer Line and the ability of the UCDP Sewer Line to accommodate sanitary discharge as required under this Agreement.

3. **Repair and Maintenance.** UCDP shall be responsible for obtaining and maintaining in good standing all Permits applicable to the UCDP Sewer Line and to maintain in good condition the UCDP Sewer Line. The City shall be responsible to maintain the City Sewer Line. In the event the City believes that UCDP has failed to maintain or has allowed a condition to exist within the UCDP Sewer Line which restricts, limits or impedes such line from properly accepting the discharge from the City Sewer Line as contemplated herein, or has otherwise failed to comply with the requirements of this Agreement, the City shall provide written notice of such condition to UCDP stating with reasonable particularity the nature of any such condition. In the event UCDP believes that the City has failed to comply with the maintenance and/or repair requirements of this Agreement, UCDP shall provide written notice of such condition to the City stating with reasonable particularity the nature of any such condition. The parties agree to cooperate and exchange information that may be beneficial to address any identified condition or concerns. To this end, the parties will agree to exchange quantitative and qualitative information that may affect the operation of the UCDP Sewer Line or the City Sewer Line. The City will cooperate with any reasonable request by

UCDP in metering or monitoring any user of the City Sewer Line to assure compliance with this Agreement. In the event of any Emergency Situation, the City may, after making a diligent effort to notify UCDP and its tenants, enter upon the UCDP Sewer Line or Easement Area to remedy any such condition, provided such actions are limited to those reasonably necessary to temporarily remedy the condition resulting from the Emergency Situation and the City causes the Easement Area to be repaired to its original condition in accordance with Section 2(d) of this Agreement. The City shall immediately notify UCDP if an event has occurred which may be considered a discharge of any Hazardous Substances into the UCDP Sewer Line. All emergency notices to UCDP and its tenants under this Section shall be given to such person as UCDP may designate in writing from time to time.

4. **Covenant, Successors and Assigns.** UCDP, as owner of the Easement Area, covenants that it has the right to grant the approvals, privileges and easement described or stated herein, and UCDP covenants that the City shall have quiet and peaceful use and enjoyment of said easement. This Agreement shall be binding up each of the parties' respective successors and assigns, as well as tenants. All benefits and rights of UCDP under this Agreement shall inure to any tenant(s) or successor in interest of the Easement Area.

5. **No waiver of Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or the limits of liability established under Florida law and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

IN WITNESS WHEREOF, UCDP and the City have caused this Agreement to be executed by their duly authorized officials, as of the date first above written.

UNIVERSAL CITY DEVELOPMENT
PARTNERS, LTD., a Florida limited partnership

By: Universal City Florida Holding Co. II, a
Florida general partnership
Its: General Partner

By: Universal City Property Management II
LLC, a Delaware limited liability company
Its: General Partner

Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing Easement was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of Universal City Property Management II, LLC, a Delaware limited liability company, general partner of Universal City Florida Holding Co. II, a Florida general partnership, a general partner of Universal City Development Partners, Ltd., a Florida limited partnership, who is [X] personally known to me or [] who has produced _____ as identification

SEAL

Notary Public
My Commission Expires:

CITY OF ORLANDO, FLORIDA

Mayor / Pro Tem: _____

ATTEST:

_____, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this ____ day of _____, 20__ by _____, Mayor Pro Tem and _____, City Clerk, who is personally known to me who did (did not) take an oath.

Name _____
 Notary Public _____
 Serial Number: _____
 My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Orlando,
Florida, only.

Chief Asst. City Attorney, Orlando, Florida