

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Roy K. Payne, Esq.
Chief Assistant City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, FL 32802**

**CITY OF ORLANDO/UNIVERSAL
CROSS-ACCESS AND MAINTENANCE AGREEMENT
(USE, MAINTENANCE AND REPAIR OF BRIDGE & SIDEWALKS)**

THIS CROSS-ACCESS AND MAINTENANCE AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2015, by and between **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**, a Florida limited partnership, whose principal address is 1000 Universal Studios Plaza, Orlando, FL, 32819, (“Universal”), and the **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 S. Orange Ave., Orlando, FL, 32802 (“City”).

W I T N E S S E T H:

WHEREAS, in 1994 the City established the I-4/Republic Drive Community Redevelopment Area (the “Area”) encompassing, in part, property owned by Universal and/or its affiliates and adopted a Redevelopment Plan in June 1995 to institute, among other things, transportation improvements; and

WHEREAS, on March 25, 2013, the City adopted a resolution approving a First Amendment to the Redevelopment Plan (the “Plan Amendment”) for additional transportation improvements in the Area consisting primarily of pedestrian walkways, a pedestrian bridge, and roadway and related storm water improvements (the “Transportation Improvements”); and

WHEREAS, pursuant to resolutions adopted by the City and by the City of Orlando, Florida Community Redevelopment Agency, a body corporate and politic of the State of Florida (“Agency”), the Agency on April 30, 2013 issued its \$9,000,000 Tax Increment Revenue Bonds (Republic Drive/Universal Boulevard District), Series 2013 (the “Series 2013 Bonds”) for the purpose of financing the construction of the Transportation Improvements in accordance with the Plan Amendment and in substantial conformance with the Universal City Master Plan approved by the City on August 20, 2007; and

WHEREAS, the City, Agency and Universal entered into that certain I-4/Republic Drive Community Redevelopment Area 2013 Cooperation Agreement effective June 12, 2013 (the “2013 Cooperation Agreement”), setting forth the respective duties and responsibilities of the parties thereto for the design, construction, operation, maintenance, repair and funding of the Transportation Improvements; and

WHEREAS, the City is the owner of that certain 4-lane roadway located in Orange County, Florida and known and hereinafter referred to as “Adventure Way” (as defined herein); and

WHEREAS, pursuant to the 2013 Cooperation Agreement, Universal was the responsible party for the management of the Transportation Improvements, including their design, construction, testing, construction engineering, inspection and permitting, and as such has caused to be constructed the pedestrian bridge from the new Cabana Bay Beach Resort (“Cabana Bay”), over and across Adventure Way and additional sidewalks to provide access to various portions of the Universal Orlando Resort, including but not limited to Universal CityWalk (“CityWalk”), all as graphically depicted on Exhibit “A” attached hereto and incorporated herein by this reference (the “Bridge & Sidewalks”); and

WHEREAS, the Bridge & Sidewalks are intended to provide safe and convenient access across Adventure Way for the general public, including the tenants, employees and guests of Universal; and

WHEREAS, Universal shall cooperate with the City to encourage pedestrian use thereof; and

WHEREAS, pursuant to Section 4.17 of the 2013 Cooperation Agreement, Universal agreed to convey the completed Transportation Improvements to the City for the City to own, the City and Universal agreed to execute cross-easements to provide for public access to all of the Transportation Improvements, and the parties further agreed that Universal would provide all routine, day to day operation and maintenance of the Transportation Improvements and the City would provide for capital repairs of the Transportation Improvements (except those repairs or extraordinary maintenance necessary as a result of Universal’s negligence, willful misconduct or failure to perform the routine day to day operation and maintenance).

NOW, THEREFORE, for and in consideration of the premises hereof, of the sum of Ten and no/100ths Dollars (\$10.00) paid by Universal to the City, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party, Universal and the City hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Definitions. Capitalized terms not otherwise defined herein shall have the following meanings throughout this Agreement:

“Adventure Way” means that certain roadway located in the City as shown on Exhibit “A”.

“Bridge” means the pedestrian bridge from Cabana Bay over Adventure Way (with supports on portions of Adventure Way located within the Bridge & Sidewalks Easement Area, (as hereinafter defined)) with ramps and stairs to the point they return to grade elevation of the adjacent lands and connecting with the Sidewalks, as hereinafter defined and including any landscaping, signage, lighting or other improvements attached thereto. The design of the Bridge is described in Exhibit “B-2,” referenced below.

“Bridge & Sidewalks” shall mean the Bridge as hereinabove defined and the Sidewalks (as hereinafter defined), as depicted on Exhibit “A”.

“Bridge & Sidewalks Easement Area” means the non-exclusive air and surface rights over and upon those lands and portions of Adventure Way reasonably necessary for use and maintenance of the Bridge & Sidewalks, as depicted in Exhibit “A” and as legally described in Exhibit “B-1”.

“Cabana Bay” means the hotel and resort located on the area referenced on Exhibit “A”.

“CityWalk” means the dining and entertainment complex located on the area referenced on Exhibit “A”.

“Sidewalks” means the sidewalks (generally at grade elevation) and adjacent landscaping as depicted on Exhibit “A”.

“Signage” means signs that are predominantly wayfinding signs or similar transportation related informational signs and such other signs as may be approved by the City pursuant to Section 3(b) of this Agreement.

3. Cross-Easements. In accordance with Section 4.17 of the 2013 Cooperation Agreement, the parties hereby grant the following respective non-exclusive easements to one another:

(a) Bridge & Sidewalks Easement Granted to Universal. The City hereby grants to Universal a perpetual, non-exclusive easement upon and within the Bridge & Sidewalks Easement Area, to the extent located upon Adventure Way or lands owned by the City, for purposes of pedestrian access to, over and through the Bridge & Sidewalks, for the operation, maintenance and repair of the Bridge & Sidewalks and all activities incidental and related thereto as provided herein. The City reserves the right to use or grant the use of those portions of the Bridge & Sidewalks Easement Area located upon Adventure Way and lands owned by the City in any way that does not unreasonably interfere with the non-exclusive easement herein granted to Universal. Universal shall not exercise its rights hereunder so as to cause damage to, or interference with, Adventure Way or any City improvements located within the Right of Way. Universal shall be fully responsible for any such damage or interference and shall promptly cease the interference and repair, or pay the cost of repairing, said damage. Additional Signage, lighting, monuments, support, facades, artwork, landscaping or similar structures (“Attachments”) may be added by Universal within those portions of the Bridge & Sidewalks Easement Area, or onto the Bridges & Sidewalks, located upon lands owned by City, as approved by the City in accordance with its standard processes under City Code, including appearance review. The City shall not permit any other non-governmental entity or person to make any Attachments within the Bridge & Sidewalks Easement, or to the Bridge & Sidewalks, located upon lands owned by the City. Any approved Attachments must be installed in such a manner as to maintain a minimum five (5) foot wide improved sidewalk for pedestrian access.

(b) Notwithstanding the above, the City hereby grants Universal a license to place Signage upon the Bridge as shown in Exhibit “B-3,” attached hereto and made a part hereof by reference. The Signage shall be included within the term Attachments under this Agreement. Placement and maintenance of the Signage is subordinate to, and shall not be operated or maintained in such a manner so as to interfere with, operation of the Bridge or the City’s operation and maintenance of its right-of-way and property. The Signage shall be installed and maintained at Universal’s sole cost and expense, in a clean and undamaged condition, consistent with reasonable engineering standards and all applicable laws, codes, and regulations. This Agreement does not constitute a waiver of the City’s regulatory authority and the Signage remains subject to all applicable laws, rules, codes and regulations. The improvements that constitute Attachments to the Bridge authorized under the terms of this subparagraph may be revised from time to time upon written request by Universal to the City, which request shall include a detailed drawing of the proposed revision to the Attachments. The request shall be reviewed by the City Transportation Engineer and the City Planning Official for compliance with City Code, as well as appearance review, and public safety and welfare. If approved by the City as described herein, Universal shall then submit an application for, and obtain issuance of, a permit for said improvements from the City acting in its regulatory capacity.

(c) Bridge & Sidewalks Easement Granted to City. Universal hereby grants to the City a perpetual, non-exclusive easement upon and within the Bridge & Sidewalks Easement Area, to the extent located upon lands owned by Universal, for purposes of pedestrian access to, over and through the Bridge & Sidewalks and all activities incidental and related thereto. Universal reserves to itself, its tenants, employees, guests, successors and assigns, the right to use or grant the use of those portions of the Bridge & Sidewalks Easement Area located upon lands owned by Universal in any way that does not unreasonably interfere with the non-exclusive easement herein granted to the City. The City shall not exercise its rights hereunder so as to cause damage to, or interference with, any property or improvements owned by Universal and located within the Bridge & Sidewalks Easement Area. The City shall be fully responsible for any such damage or interference and shall promptly cease the interference and repair or pay the cost of repairing said damage.

Attachments, other improvements or uses may be added by Universal within those portions of the Bridge & Sidewalks Easement Area located upon lands owned by Universal. Such Attachments must be installed in such a manner as to maintain a minimum five (5) foot wide improved sidewalk for pedestrian access where applicable.

4. Universal’s Rights and Obligations. The parties acknowledge that the Bridge & certain portions of the Sidewalks are owned by the City. Except as expressly provided herein, the Bridge & Sidewalks shall be maintained and repaired by Universal and Universal hereby assumes the responsibility and liability with respect to, or arising from, or in any way associated with the Attachments or the use, and Universal’s maintenance and repair, of the Bridge & Sidewalks. Universal and the City agree to cooperate on measures regarding security within and upon the Bridge & Sidewalks as necessary to address public safety and efficient pedestrian passage. Universal shall be responsible for funding of such security measures agreed to with the City. As described in Paragraph 3, above, Universal shall have the right to add Attachments within the Bridge & Sidewalks

Easement Area, or onto the Bridge & Sidewalks upon the lands owned by the City; provided that such Attachments do not adversely affect the structural integrity of the Bridge & Sidewalks, do not adversely affect the efficiency of the pedestrian passage or interfere with lines of sight or safety of vehicular and pedestrian transportation on Adventure Way (including though not exclusively driver reaction time) and further provided that Universal shall be solely responsible for all associated expenses of installation, maintenance, repair, removal, cost of utilities, and all liability related to the Attachment (except such repairs and liabilities arising from the City's negligence or willful misconduct). Universal shall comply with all applicable laws, ordinances, rules and regulations, including environmental requirements, in its use, maintenance, and repair of the Bridge & Sidewalks and Attachments. Universal's repair and maintenance obligation shall be (i) for all aspects of the Sidewalks and Attachments including the repair, replacement and maintenance, and (ii) limited to the day to day cleaning and routine maintenance and repair of the Bridge and shall not include structural capital repairs or extraordinary maintenance to the Bridge, unless such structural capital repairs or extraordinary maintenance are necessary as a result of (a) Universal's negligence or willful misconduct (including that of its employees, agents, contractors, or subcontractors), Universal's failure to perform the routine day to day operation and maintenance, or are caused by Universal's installation, maintenance, repair or removal of any Attachments. The City shall not permit any other non-governmental entity or person to make any Attachments within the Bridge & Sidewalks Easement, or to the Bridge & Sidewalks, located upon lands owned by the City. The City shall be responsible as the owner of the Bridge for the structural aspects thereof and for the capital repairs and extraordinary maintenance of the Bridge & Sidewalks. Universal shall be responsible for the capital repairs to the Attachments. The City has the right, but not the duty or obligation, to inspect the Bridge & Sidewalks and the Bridge & Sidewalks Easement Area at any time, so long as Universal is provided prior notice and said inspection activities do not unreasonably interfere with the exercise of Universal's rights hereunder. In the event Universal fails to maintain the Bridge & Sidewalks and Attachments in good condition and in accordance with applicable laws and regulations as herein required, the City shall give Universal written notice thereof and Universal shall be obligated to conduct such maintenance and correct such deficiency within a reasonable period of time. In the event Universal fails to repair and maintain the Bridge & Sidewalks and/or Attachments as herein required or to provide capital repairs to the Attachments as herein required and correct any such deficiency within a reasonable time after such written notice by the City, then the City shall have the right, but not the obligation, to correct any such deficiency and Universal shall then reimburse the City for the City's reasonable expenses in connection therewith, no less than sixty (60) days after written request by the City, failing which the full amount shall bear interest at the highest rate allowed by applicable law and shall become a lien in favor of the City upon the Universal Property (as hereinafter defined). Such liens shall become effective upon the filing of a Claim of Lien by the City in the Official Records of Orange County, Florida and may be foreclosed in the manner as provided by applicable law. The City's conduct of remedial action shall not operate to impose any obligation, responsibility or liability whatsoever upon the City, except that the City will use reasonable efforts not to damage any Attachments. In the event the City fails to conduct the capital repairs to the Bridge as herein required and correct any such deficiency within a reasonable time after such written notice by Universal, then Universal shall have the right, but not the obligation, to correct any such deficiency and the City shall then reimburse Universal for Universal's

reasonable expenses in connection therewith, no less than sixty (60) days after written request to the City, failing which the full amount shall bear interest at the highest rate allowed by applicable law. Universal's conduct of remedial action shall not operate to impose any obligation, responsibility or liability whatsoever upon Universal, except that Universal will use reasonable efforts not to damage the Bridge & Sidewalks. Except as expressly provided to the contrary herein, nothing herein operates to impose any obligation, responsibility or liability upon the City with respect to the Bridge & Sidewalks and Attachments or the repair or maintenance of the Bridge & Sidewalks and Attachments.

5. Miscellaneous.

(a) Independent Contractors. Universal, its agents, Contractor, subcontractors or design engineer, shall perform all activities that are outlined in this Agreement as independent entities and not as agents, employees or representatives of the City.

(b) Indemnification. Universal shall indemnify, release and hold harmless the City, its agents, employees and elected and appointed officials, from and against all liability, claims, damages, losses and expenses (including all costs and attorney's fees and all costs and attorney's fees on appeal), arising out of or resulting from use, maintenance or Universal's repair of the Bridge & Sidewalks and Attachments, or which are caused in whole or in part, directly or indirectly, by the negligence or willful misconduct of Universal or any of its employees, agents, contractors, subcontractors, tenants or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Nothing in this Agreement constitutes a waiver of the City's grant of sovereign immunity or the limits of liability established under applicable law. This provision shall survive termination of this Agreement.

(c) Insurance. During the entire term of this Agreement, Universal shall maintain 1) worker's compensation insurance in the amount of the Florida Statutory Limit; and 2) comprehensive general liability insurance in the amount of \$5,000,000.00 to protect City as an Additional Insured from any liability arising from the use, operation, maintenance and repair of the Bridge & Sidewalks and Attachments by Universal or any of its employees, agents, contractors, subcontractors, tenants, guests, invitees or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The City shall be listed as a named additional insured on the above-referenced, comprehensive general liability policy or by endorsement thereto, which policy shall also contain a blanket contractual liability provision and shall be primary and not contributory, as to any insurance coverage maintained by the City, but only for losses for which Universal is responsible hereunder. This provision shall survive termination of this Agreement to the extent necessary to protect the City from liability arising during the term of this Agreement. Nothing in this Agreement operates as a waiver of the City's grant of sovereign immunity or the limits of liability established under applicable law.

(d) No Benefit. City and Universal acknowledge and agree that neither party is receiving a special benefit from the Bridge and/or Sidewalks, other than the safe and convenient access across Adventure Way for the general public. Based upon representations by Universal to the City as to value and costs, the parties further acknowledge and agree that the value to Universal of the Attachments (to the extent any

Attachments are, or can be, installed) does not exceed the cost of the required maintenance and repair obligations of Universal, as required by Section 4 of this Agreement.

(d) Termination. This Agreement shall expire ninety-nine years from the date hereof or may be sooner terminated by mutual written consent of the parties hereto or by written notice given by the non-defaulting party upon a default as provided herein.

(e) Defaults. In the event any party breaches any representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, and such breach or failure is not remedied within thirty (30) days (or such longer reasonable period if such breach or failure is capable of being remedied, but cannot reasonably be remedied within thirty (30) days, provided the party responsible is diligently and in good faith proceeding to remedy such breach or failure) of receipt of notice by the non-defaulting party, a non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in equity, including without limitation, the right to terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

(f) Binding Effect. The rights herein granted by the City shall run in favor of Universal and the rights herein granted by Universal shall run in favor of the City. The terms and conditions of this Agreement, until expiration or earlier termination, shall (i) with respect to the grant of the non-exclusive easement from the City, run with the title to the real property owned by Universal upon which the Bridge & Sidewalks are located and within the Bridge & Sidewalks Easement Area, as described in Exhibits "A" and "B" (the "Universal Property"), (ii) with respect to the grant of the non-exclusive easement from Universal, run with the title to the real property owned by the City upon which the Bridges & Sidewalks are located and within the Bridge & Sidewalks Easement Area, as described in Exhibits "A" and "B", and (iii) be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(g) No Waiver of Regulatory Authority. Universal acknowledges that the City is the entity responsible for issuing building permits and certain other types of permits which will be required in connection with activities on the Bridge & Sidewalks and within the Bridge & Sidewalks Easement Area and other property owned by Universal, and with respect to the Attachments, and further acknowledges that nothing in this Agreement constitutes or is intended to operate as a guaranty of such permits or a waiver of such regulatory authority or the application of any applicable laws, rules or regulations. Furthermore, nothing herein operates to vest any particular manner or means of development of any property owned by Universal. Lastly, the Bridge & Sidewalks, the Bridge & Sidewalks Easement Area and the Attachments remain subject to the City's police power and shall not be operated or utilized in any manner so as to interfere with lines of sight or safety of pedestrian and vehicular transportation on Adventure Way.

(h) Estoppel Certificate. Universal and the City shall execute and deliver to each other, within fifteen (15) days of any written request therefore by the other party, a certificate addressed as indicated by the requesting party and stating: (i) whether this

Agreement is in full force and effect; (ii) whether this Agreement has been modified or amended in any respect; (iii) whether there are any existing defaults hereunder known to the party executing the certificate, and specifying the nature thereof; and (iv) such other matters as may be reasonably requested.

(i) Amendment. This Agreement may not be terminated, modified or amended except by an instrument in writing signed by each of the parties.

(j) Taxes/Assessments/Fees. Universal shall be responsible for the payment of all taxes, assessments or fees which may be assessed or levied against the Bridge & Sidewalks or Attachments or any equipment, furnishings, inventory or other personal property located thereon, and all taxes, assessments or fees associated with Universal's use of the Bridge & Sidewalks Easement Area.

(k) Controlling Laws and Venue.

i. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted.

ii. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be in Orange County, Florida and venue for any action, suit, litigation or other proceeding, in law or equity, shall be exclusively in the state courts in Orange County, Florida.

iii. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the utilization of the property under this Agreement.

(l) Interpretation.

i. Except for the 2013 Cooperation Agreement, including to the extent any provisions therein survives the termination of that agreement, this Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. Except for the 2013 Cooperation Agreement, no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

ii. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereof.

(m) Legal Counsel. Universal acknowledges that it has had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that Universal represents and warrants that it has sought such independent legal advice and counsel.

(n) Negotiation. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

(o) Effective Date. This Agreement shall become effective on the date of full and complete execution by all parties hereto.

(p) Relocation of Bridge & Sidewalk Easement Area. Universal reserves the right to relocate the Bridge & Sidewalks Easement Area and any improvements located therein, including but not limited to the Sidewalks (or portion thereof and the Bridge); provided that: (i) Universal pays all costs associated with relocating the Bridge & Sidewalks and other improvements and the Bridge and & Sidewalks Easement Area to the new location; (ii) construction and operation of the replacement Bridge & Sidewalks meet any bond covenants applicable to the original Bridge & Sidewalks, as determined by the City, and additionally that the relocation of the Bridge & Sidewalks and other improvements and the Bridge & Sidewalks Easement Area continues to satisfy or resolve the transportation and safety issues that served as the basis for the City's financing of the original Bridge (in order to meet this requirement, Universal may have to complete a transportation analysis similar to the analysis completed for the original Bridge & Sidewalks); (iii) relocation of the Bridge & Sidewalks Easement Area and construction of the replacement Bridge & Sidewalks occurs consistent with all applicable laws, rules, codes and regulations, including the plans permitted by the City; (iv) the City approves relocation of the Bridge & Sidewalks Easement Area and the design/construction of the replacement Bridge & Sidewalks and Bridge & Sidewalks Easement Area; (v) the City will not assume ownership of the replacement Bridge & Sidewalks or maintenance of the relocated Bridge & Sidewalks Easement Area until Universal has provided written notice to the City of the completion of construction of the Bridge & Sidewalks and other improvements located therein and the City has certified the completion of same to its satisfaction, with it being understood that until the time of such certification by the City, Universal shall not begin demolition activities related to the original Bridge & Sidewalks and that the original Bridge & Sidewalks shall remain operational and fully compliant with the terms of this Agreement; and (vi) Universal provides the City with a fully executed and mutually agreed upon modification or substitute agreement on similar terms to those in this Agreement. Within a reasonable time period after the City has received a fully executed modification or substitute agreement, the City shall execute and deliver a modification or release of the rights granted herein as to that portion of the original Bridge & Sidewalks Easement Area which has been replaced by the substitute or modified agreement. Upon the certification of completion by the City as described in (v) above and the execution and delivery by the City of the modification or release described

in the immediately preceding sentence, Universal shall do all things necessary to convey ownership of the replacement Bridge & Sidewalks to the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the City and Universal have executed this Agreement in manner and form sufficient to bind them as of the Effective Date.

ATTEST:

CITY OF ORLANDO, FLORIDA, a municipal corporation, organized and existing under the laws of the State of Florida

By: _____
Celeste T. Brown, City Clerk

By: _____
Mayor / Mayor Pro Tem

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, _____ and, Alana C. Brenner, well known to me and known by me to be Mayor _____ and City Clerk, respectively, of the City of Orlando, Florida, and acknowledged before me that they executed the foregoing Agreement on behalf of the City of Orlando as its true act and deed, and that they were duly authorized so to do.

WITNESS my hand and official seal this ____ day of _____, 2015

Notary Public
Print Name: _____
My Commission expires:

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

Chief Assistant City Attorney
_____, 2015

Signed, sealed and delivered
in the presence of:

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

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Agreement was acknowledged before me this _____ day of _____, 2015, by _____, as the _____ of Universal City Development Partners, Ltd., a Florida limited partnership.

Signature of Notary Public

(Print Notary Name)
My Commission Expires: _____
Commission No.: _____

AFFIX NOTARY STAMP

Personally known, or
 Produced Identification
Type of Identification Produced

EXHIBIT "A"

EXHIBIT "B-1"

LEGAL DESCRIPTION OF BRIDGE AND SIDEWALKS EASEMENT AREA

CABANA BAY BEACH RESORT SEGMENT

That part of Lot 1, ROYAL PACIFIC RESORT, according to the plat thereof, as recorded in Plat Book 43, Pages 142 through 144, of the Public Records of Orange County, Florida, described as follows:

Commence at point on the North line of said Lot 1, said point being the intersection of the South right-of-way line of Hollywood Way with the East right-of-way line of Turkey Lake Road, UNIVERSAL CITY FLORIDA, according to the plat thereof as recorded in Plat Book 35, Pages 84 through 87, of the Public Records of Orange County, Florida, said point also being the point of curvature of a curve concave Southeasterly having a radius of 40.00 feet and a chord bearing of N21°41'24"E; thence Northeasterly along said North line and the arc of said curve through a central angle of 44°06'26", for a distance of 30.79 feet to the POINT OF BEGINNING; thence continue Northeasterly along said North line and the arc of said curve having a radius of 40.00 feet and a chord bearing of N66°32'33"E through a central angle of 45°35'53", for a distance of 31.83 feet to the point of tangency; thence continue along said North line of Lot 1 the following courses: run N89°20'30"E, 455.74 feet; thence S86°42'13"E, 174.00 feet to a point on a non-tangent curve concave Northerly having a radius of 2080.00 feet and a chord bearing of N88°14'17"E; thence Easterly along the arc of said curve through a central angle of 02°12'25", for a distance of 80.12 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 40.00 feet and a chord bearing of S47°44'43"E; thence Southeasterly along the arc of said curve through a central angle of 90°14'24", for a distance of 63.00 feet to the point of tangency and to a point on the East line of said Lot 1; thence S02°37'31"E along said East line, 188.13 feet; thence departing said East line, run S87°22'29"W, 53.20 feet; thence N00°05'27"E, 216.92 feet; thence S89°20'30"W, 202.44 feet; thence N89°35'07"W, 533.29 feet to the POINT OF BEGINNING.

Containing 0.506 acres more or less, and being subject to any rights-of-way, restrictions and easements of record.

ADVENTURE WAY BRIDGE SEGMENT

That part of Adventure Way, UNIVERSAL CITY FLORIDA, according to the plat thereof, as recorded in Plat Book 35, Pages 84 through 87, of the Public Records of Orange County, Florida, described as follows:

Commence at the intersection of the South right-of-way line of Hollywood Way with the West right-of-way line of said Adventure Way, UNIVERSAL CITY FLORIDA, according to the plat thereof, as recorded in Plat Book 35, Pages 84 through 87, of the Public Records of Orange County, Florida, said intersection also being a point on a curve concave Southwesterly having a radius of 40.00 feet and a chord bearing of S47°44'43"E; thence Southeasterly along said West right-of-way line and the arc of said curve through a central angle of 90°14'24", for a distance of 63.00 feet to the point of tangency; thence S02°37'31"E along said West right-of-way line, 148.13 feet to the POINT OF BEGINNING; thence continue along said West right-of-way line S02°37'31"E, 40.00 feet; thence departing said West right-of-way line, run N87°22'29"E, 102.00 feet to the East right-of-way line of said Adventure Way; thence N02°37'31"W along said

East right-of-way line 40.00 feet; thence departing said East right-of-way line, run S87°22'29"W, 102.00 feet to the POINT OF BEGINNING.

Containing 0.094 acres more or less, and being subject to any rights-of-way, restrictions and easements of record.

SAPPHIRE FALLS RESORT SEGMENT

That part of Lot 2A, UNIVERSAL CITY FLORIDA, according to the plat thereof, as recorded in Plat Book 35, Pages 84 through 87, of the Public Records of Orange County, Florida, described as follows:

BEGIN at point on the North line of said Lot 2A, said point being the intersection of the South right-of-way line of Hollywood Way with the East right-of-way line of Adventure Way, UNIVERSAL CITY FLORIDA, according to the plat thereof as recorded in Plat Book 35, Pages 84 through 87, of the Public Records of Orange County, Florida, said point also being on a curve concave Northwesterly having a radius of 2080.00 feet and a chord bearing of N71°54'44"E; thence Northeasterly along said North line of Lot 2A and the arc of said curve through a central angle of 20°35'37", for a distance of 747.60 feet to a point on a non-tangent line; thence departing said North line, run S28°23'05"E, 35.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 2115.00 feet and a chord bearing of S63°51'33"W; thence Southwesterly along the arc of said curve through a central angle of 04°29'16", for a distance of 165.66 feet to a point on a non-tangent line; thence S23°53'49"E, 15.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 2130.00 feet and a chord bearing of S70°18'01"W; thence Southwesterly along the arc of said curve through a central angle of 08°23'40", for a distance of 312.07 feet to a point on a non-tangent line; thence S15°30'09"E, 15.00 feet to a point on a non-tangent curve concave Northerly having a radius of 2145.00 feet and a chord bearing of S78°03'38"W; thence Westerly along the arc of said curve through a central angle of 07°07'34", for a distance of 266.78 feet to a point on a non-tangent line; thence S19°35'54"E, 94.03 feet to the point of curvature of a curve concave Northwesterly having a radius of 65.00 feet and a chord bearing of S33°53'17"W; thence Southwesterly along the arc of said curve through a central angle of 106°58'23", for a distance of 121.36 feet to the point of tangency; thence S87°22'29"W, 29.35 feet to the West line of said Lot 2A; thence N02°37'31"W along said West line, 196.72 feet to the point of curvature of a curve concave Southeasterly having a radius of 40.00 feet and a chord bearing of N39°47'30"E; thence Northeasterly along said West line and the arc of said curve through a central angle of 84°50'03", for a distance of 59.23 feet to the POINT OF BEGINNING.

Containing 1.280 acres more or less, and being subject to any rights-of-way, restrictions and easements of record.

ROYAL PACIFIC RESORT (FIRST ADDITION) SEGMENT

That part of Lot 1, ROYAL PACIFIC RESORT FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 47, Pages 11 through 13, of the Public Records of Orange County, Florida, described as follows:

Commence at Westernmost corner of said Lot 1, said corner being a point on the South right-of-way line of Hollywood Way, UNIVERSAL CITY FLORIDA, according to the plat thereof as

recorded in Plat Book 35, Pages 84 through 87, of the Public Records of Orange County, Florida, said point also lying on a curve concave Northwesterly having a radius of 2080.00 feet and a chord bearing of N59°58'37"E; thence Northeasterly along the South right-of-way line of said Hollywood Way and the arc of said curve through a central angle of 1°07'37", for a distance of 40.91 feet to a point on said curve and the POINT OF BEGINNING; thence continue Northeasterly along the arc of said curve and said right-of-way line having a radius of 2080.00 feet and a chord bearing of N49°15'58"E through a central angle of 20°17'42", for a distance of 736.76 feet to a point on a non-tangent line; thence departing said South right-of-way line, run S50°52'53"E, 45.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 2125.00 feet and a chord bearing of S45°03'13"W; thence Southwesterly along the arc of said curve through a central angle of 11°52'12", for a distance of 440.24 feet to a point on a non-tangent line; thence N39°00'41"W, 25.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 2100.00 feet and a chord bearing of S55°12'04"W; thence Southwesterly along the arc of said curve through a central angle of 8°25'30", for a distance of 308.79 feet to a point on a non-tangent line; thence N30°35'11"W, 20.00 feet to the POINT OF BEGINNING.

Containing 0.591 acres more or less, and being subject to any rights-of-way, restrictions and easements of record.

EXHIBIT “B-2”

EXHIBIT “B-3”