

## ROADWAY CONSTRUCTION AGREEMENT

**THIS ROADWAY CONSTRUCTION AGREEMENT** (this “Agreement”) is made and entered into as of the Effective Date (as defined below) by and between **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**, a Florida limited partnership whose address is 1000 Universal Studios Plaza, Orlando, Florida 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 Avenue, Orlando, Florida 32802 (the “City”), each referred to as a “Party” and collectively as the “Parties”.

### **W I T N E S S E T H:**

**WHEREAS**, the City is the owner of right-of-way and easements and related improvements on which a roadway has been constructed and is currently owned, operated and maintained by the City, known as Carrier Drive (the “Roadway”); and

**WHEREAS**, in connection with the use, operation, and construction of its new theme park facilities, Universal has requested authority to construct certain improvements (collectively, the “Improvements”) to the Roadway and associated infrastructure between and including the intersections with Universal Boulevard and Kirkman Road (the “Segment”), as such Improvements are depicted and described in the Final Plans (as defined below);

**WHEREAS**, Universal may construct the Improvements in up to two (2) phases, as contemplated herein;

**WHEREAS**, the City has agreed to grant to Universal the authority to construct the Improvements within the Segment on the terms and conditions set forth herein; and

**WHEREAS**, upon the issuance of the applicable Acceptance Notice (as defined below), Universal shall deliver to the City a bill of sale evidencing the transfer of the Improvements other than the electrical substation, underground electrical facilities, and roadway lighting, all of which will be owned and maintained by the Orlando Utilities Commission, a statutory commission existing under the laws of the State of Florida.

**NOW, THEREFORE**, for and in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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. **Right of Entry.** The City hereby grants and conveys to Universal a right of entry (the “Right-of-Entry”) on, over, under, and upon the Segment for purposes of constructing the Improvements and all activities incidental and related thereto. This Right-of-Entry is strictly limited to the extent reasonably necessary to construct the Improvements, as described in the Final Plans (as defined below) and as approved by the City through its public works director, and may not be expanded to include any other work, except as may be permitted by the City. For the purpose of construction activities related to harmonizing four (4) driveways adjacent to the

Improvements but located outside of the limits of the right-of-way and easements owned by the City, the City shall obtain a right of entry agreement from the applicable property owner(s), which shall grant the City the right to allow Universal and the Contractor (as defined below) the right to access and utilize such property for said driveway harmonization activities. Universal will confirm that City has obtained all the necessary right of entry agreements prior to awarding the contract for construction of the Improvements. If City has not obtained all necessary right of entry agreements, Universal and City will meet to determine next steps.

3. **Construction of the Improvements.** Universal acknowledges and agrees that it is fully responsible for completing, and, subject to a Force Majeure Event (as defined below), will complete, or cause the completion of, construction of the Improvements, at no cost to the City, and hereby warrants and represents that it will, subject to Force Majeure, ensure diligent completion of the Improvements once construction is initiated. Notwithstanding that Universal intends to utilize a contractor(s) to construct the Improvements, as between the City and Universal, the obligation to complete the Improvements remains with Universal.

(a) **Construction.** Universal may elect to construct or cause the construction of the Improvements in up to two (2) phases. Phase 1 includes the portion of the Improvements located generally in the vicinity of the intersections of Kirkman Road and Carrier Drive and Universal Boulevard and Carrier Drive, as more particularly depicted and described in the Phase 1 Plans (as defined below). Phase 2 includes the portion of the Improvements located generally in the vicinity of the intersection of Lake Hurst Drive and Carrier Drive, as more particularly described in the Phase 2 Plans (as defined below). In the event Universal elects to undertake construction of Phase 1 or both Phase 1 and Phase 2, Universal shall do so in substantial accordance with the Final Plans (as defined below).

(b) **Review and Approval of Construction Plans.** The City acknowledges that Vanasse Hangen Brustlin, Inc. and its subconsultants (each an “Engineer of Record”) prepared or shall prepare their respective plans described herein for the Improvements. The City and Universal acknowledge and agree that if each Engineer of Record signs, seals, and certifies their respective plans, neither Universal nor the City shall have liability for any errors or omissions in such plans or any liability arising out of or related to the preparation or use of such plans.

(i) **Phase 1 Construction Plans.** The City acknowledges that it reviewed and approved the 30% plans, 60% plans and 90% plans for Phase 1 prior to execution of this Agreement. Universal shall, within thirty (30) days after the Effective Date of this Agreement, submit final construction plans for Phase I to the City for the City’s review and approval in its regulatory capacity. The City will review and provide specific written comments, if any, and approval, if applicable, to Universal. If any resubmittal is required, the City will review and provide specific written comments, if any, and approval, if applicable, to Universal. The Phase 1 final construction plans released for construction are referred to herein as the “Phase 1 Final Plans”. Universal may, in its sole discretion, submit the Phase I Final Plans and the Phase 2 Final Plans, as defined below, as a single permit application package.

(2) **Phase 2 Construction Plans.** The City acknowledges that it reviewed and approved the 30% plans, 60% plans and 90% plans for Phase 2 prior to execution of this Agreement. Universal shall, within thirty (30) days after the Effective Date, submit final construction plans for Phase 2, to the City for the City's review and approval in its regulatory capacity. The City will review and provide specific written comments, if any, and approval, if applicable, to Universal. If any resubmittal is required, the City will review and provide specific written comments, if any, and approval, if applicable, to Universal. The Phase 2 final construction plans released for construction are referred to herein as the "Phase 2 Final Plans" and together with the Phase 1 Final Plans are referred to herein as the "Final Plans".

- (c) **Insurance During Construction of the Improvements.** Universal will require that the construction contractor (the "Contractor") for construction of each phase of the Improvements, at all times during the construction of each such phase, possesses: 1) worker's compensation insurance in the amount of the Florida Statutory Limit; 2) business automobile liability insurance of at least \$1,000,000; and 3) commercial general liability insurance in the amount of at least \$2,000,000 (which may be met through a combination of primary and umbrella/excess policies). All liability insurance shall be maintained throughout the course of the construction of each phase and for a period of two (2) years following the date of the Acceptance Notice (as defined below) for such phase in order to protect the City from any liability, claims, damages, losses, or expenses arising from or out of in any way connected with the construction of the applicable phase. The City shall be listed as an additional insured on the automobile and general liability policies. Each of the above liability policies shall contain a contractual liability endorsement in favor of the City. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by the City. Nothing herein operates as a waiver of the City's grant of sovereign immunity or the limits of liability established under Florida law. Universal shall require the Contractor to provide to the City proof of such insurance coverages, twenty (20) days prior to anticipated commencement of construction of each phase. Universal will not begin construction of the Improvements until the City has provided written notice to Universal that it has reviewed and approved the form of the liability policies and the proof of insurance, which approval shall not be unreasonably withheld, conditioned, or delayed. The aforementioned notice shall be provided by the City to Universal's representative, Adam Williams, by email at the following address: adam.williams@universalorlando.com. This provision survives termination of this Agreement to the extent necessary to protect the City from any liability, claims, damages, losses or expenses, arising during the term of this Agreement.
- (d) **Payment & Performance Bonds.** Universal shall cause the Contractor to deliver to the City performance and payment bonds, prior to commencement of construction of each phase and in a form mutually agreed to Universal and the City, with the penal amount of each bond equal to the applicable contract amount. The surety must be authorized to issue bonds in Florida, must be listed in the most recently issued United States Department of the Treasury's "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as

Acceptable Reinsuring Companies,” as published in the Federal Register. The City shall be listed as a dual obligee with Universal (as Owner) on each bond. Universal is responsible to diligently comply with its obligations under each bond and to ensure that each bond remains effective during the entire term of construction of the Improvements. If either bond becomes ineffective for any reason, Universal shall ensure that the Contractor, within seven (7) days, substitutes an acceptable surety and provides bonds as described herein. Universal will not begin construction of the Improvements until the City has provided written notice to Universal that it has reviewed and approved the form of the bonds. The aforementioned notice shall be provided by the City to Universal’s representative, Adam Williams, by email at the following address: adam.williams@universalorlando.com.

- (e) **Maintenance Bond.** Prior to certification of each phase by the City as described in subparagraph (g) below, Universal shall cause the Contractor to deliver to the City a two (2) year warranty or maintenance bond in form mutually agreed to by Universal and the City, in an amount equal to ten percent (10%) of the actual construction cost of the applicable phase of the Improvements. The City shall be a named beneficiary of the maintenance bond. The commencement date of the maintenance bond shall be the date upon which the Improvements are completed and certified by the City as described in subparagraph (g) below, unless otherwise agreed to by the parties.
- (f) **Non-Conforming Work.** In the event work, including maintenance of traffic, is discovered, whether by the City or Universal, its consultants or contractors, which is defective or otherwise non-conforming to the requirements of the Final Plans for such phase which have been permitted by the City, or any applicable laws, rules or regulations, the City or Universal shall promptly notify the other Party of such defect or non-compliance. Universal shall immediately cause such work to be removed and replaced with conforming work or otherwise remedy the non-conforming work to the satisfaction of the City. The City has final authority over the determination that work related to the applicable phase of the Improvements is non-conforming or defective and that said non-conforming or defective work has been remedied, which determination shall be made in accordance with the City permitted construction plans and applicable laws, rules, and regulations. Any costs associated with correcting such deficient work shall be borne by Universal. Determinations by the City related to non-conforming work will be communicated by the City to Universal in writing. Universal will then provide direction to the Contractor, who has privity of contract with Universal, to correct or remedy such deficient work.
- (g) **Certification.** Upon completion of each phase of the Improvements, the City shall conduct a final inspection. If the City determines that all work has been completed in substantial conformance with the Final Plans for the applicable phase and any other applicable construction, permitting or engineering requirements, the City shall notify Universal in writing of said conformance. The City shall also notify Universal if there are any deficiencies in the applicable phase of the Improvements,

which must be remedied by Universal prior to the City's approval. Universal will notify the City upon completion of any such remedial activities and the City will re-inspect the noted deficiencies. This process will continue until the City has approved the construction of the applicable phase of the Improvements in total. Upon receipt of the City's written notification of approval, Universal shall cause Vanasse Hangen Brustlin, Inc. to submit a final completion certification of the applicable phase of the Improvements. This certification shall be accompanied by the as-built drawings as well as any necessary warranties, general release from the Contractor, and final lien releases from the Contractor and subcontractors, test certifications, operation manuals and documentation of approval of the construction by governmental agencies having jurisdiction other than the City, if any. Upon City's receipt of the above documentation, and City's review and approval of same, City will provide Universal with written notice that City has accepted the applicable phase of the Improvements for ownership, maintenance and repair (each, an "Acceptance Notice").

- (h) **Inspection**. The City, in its regulatory capacity, shall monitor and inspect the construction of the Improvements to ensure compliance with the applicable final plans and all applicable requirements, laws, rules, and regulations, including, though not exclusively, the City's maintenance of traffic requirements. Universal acknowledges the City's public purpose interest in the safe and expedient construction of the Improvements and agrees to pay for one City representative ("City Representative") designated by the City, to monitor and inspect said construction in a reasonable manner consistent with the City's inspection and monitoring of similar road construction projects in the City of Orlando. Universal will cooperate with the City to diligently and expeditiously address and resolve the City's questions or comments. The City and its inspectors will not, during site visits or as a result of observations or inspections of work, have any authority to supervise, direct, or control the Contractors' work, nor shall they have authority or responsibility for the means, methods, techniques, sequences, or procedures of construction, or for safety measures and programs incidental to the work. The City Representative will be paid at the hourly rate of \$120 per hour. The City may invoice Universal quarterly or monthly for the time expended by the City Representative. Universal will pay the invoice within thirty (30) days of receipt of the invoice and reasonable supporting documentation. The costs referenced in this subsection are separate from those costs associated with the City's inspection and review activities under its regulatory permitting authority. Except as otherwise provided, nothing in this Agreement operates to impose any obligations on the City with respect to construction of the Improvements. Universal is responsible for the construction and operation of the Improvements it undertakes until the City's acceptance and certification of same.
  
- i) **Stop Work**. If any portion of the construction of the Improvements, including maintenance of traffic, endangers persons or property, City, in its regulatory capacity, may direct Universal to stop Contractor's work on the Improvements, or any portion thereof, until the cause for such directive has been eliminated. The right of the City to direct Universal to stop work on the Improvements shall not give rise

to any duty on the part of the City to exercise this right. The Contractor and/or Universal shall bear all direct, indirect and consequential costs of such order to stop the construction work.

- j) **Document Availability.** Universal shall require the Contractor to make available for inspection, as requested by the City, copies of all plans, specifications, schedules, field transmittals, job logs, shop drawings, samples, testing data and reports, and any other design, testing, construction engineering inspection documents.

4. **Independent Contractors.** Universal, its agents, the Contractor, subcontractors, or the Engineer or Record shall perform all activities that are outlined in this Agreement as independent entities and not as agents, employees, or representatives of the City, or their employees or representatives.

5. **Indemnification.** Universal shall, and shall cause the Contractor, to indemnify, defend, and hold harmless the City, its agents, employees, and elected and appointed officials, from and against all 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 the performance of the construction activities described in this Agreement, except to the extent arising from the negligence or willful misconduct of the City, its agents, employees, or contractors. Notwithstanding the foregoing, the indemnification obligation under this Agreement shall be capped at the sum of Nine Million Eight Hundred Thirty-Five Thousand Six Hundred Seventeen and No/100 Dollars (\$9,835,617.00) in the aggregate and shall terminate upon the date which is four years following the issuance of a certificate of completion for the Phase 1 and Phase 2 by the City.

6. **Maintenance and Repairs.** Until certification and acceptance of each phase of the Improvements by the City as provided in Paragraph 3(g) above, Universal is obligated in consultation with the City or pursuant to an approved maintenance of traffic plan to continue operation of the applicable phase of the Improvements as a public road (to the extent applicable), and is responsible for the maintenance and repair of same.

7. **Termination.** This Agreement shall automatically terminate as to each phase of the Improvements (without the need for additional documentation) effective as of the expiration date of the applicable maintenance bond for such phase required pursuant to Section 3(e) above. Notwithstanding the foregoing, upon full termination of this Agreement, and upon written notice from either Party hereto, Universal and the City shall join in execution of a termination of this Agreement.

8. **Defaults.** Failure by either Party to comply with or perform any of the terms, conditions, covenants, agreements, or obligations contained in this Agreement to be performed by each of them respectively, shall constitute a default under this Agreement, and (i) if such default is not cured or remedied within sixty (60) days after the non-defaulting Party provides written notice to the defaulting Party specifying with particularity the nature of such default, or (ii) if such default cannot be reasonably cured or remedied within such sixty (60) day period, the defaulting Party fails to commence to cure or remedy the default within such sixty (60) day period and

thereafter fails to diligently pursue such cure or remedy, the 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 termination of this Agreement. Notwithstanding the foregoing, under no circumstances shall any Party to this Agreement be liable for consequential, special, indirect, incidental, exemplary, or punitive damages of any kind, regardless of whether such damages arise from claims based upon contract, negligence, or tort (including strict liability or other legal theory).

9. **Litigation and Attorneys' Fees.** In the event either Party to this Agreement should bring an action to enforce or interpret any provision hereof, each Party shall be responsible for its own attorneys' fees and experts' fees and costs, in addition to any other relief granted as a result of such litigation.

10. **Integrated Agreement; Binding Effect.** This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, whether written or oral. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. **No Waiver of Regulatory Authority.** Nothing in this Agreement constitutes or is intended to operate as a waiver of the City's 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.

12. **Notices.** Any notices required or permitted under this Agreement, and copies thereof, shall be addressed to Universal and the City at the following addresses, or at such other addresses designated in writing by the Party to receive notice:

**City:** Public Works Director  
City of Orlando  
400 S. Orange Avenue Orlando, FL 32801

**With a copy to:** Roy K. Payne, Esq.  
Chief Assistant City Attorney  
City of Orlando  
400 S. Orange Avenue  
Orlando, FL 32801

**Universal:** Universal City Development Partners, Ltd.  
1000 Universal Studios Plaza  
Orlando, Florida 32819-7601  
Attention: John Sprouls, Chief Executive Officer

**With a copy to:** Universal City Development Partners, Ltd.  
1000 Universal Studios Plaza  
Orlando, Florida 32819-7601  
Attention: Adam Williams, Senior Vice President,  
Legal and Business Affairs, Universal Destinations & Experiences

**With a copy to:** Juli Simas James, Esq.  
Shutts & Bowen LLP  
300 South Orange Avenue, Suite 1600  
Orlando, Florida 32801-3382

Notices shall be either: (i) personally delivered (including delivery by Federal Express or other overnight courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail.

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

14. **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or content of this Agreement nor the intent of any provision hereof.

15. **Time of Essence.** Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either Party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by either Party shall not be deemed to be a waiver of the future performance or satisfaction thereof or of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date specified herein shall fall on a Saturday, Sunday, or legal holiday, the date shall be extended to the next succeeding business day.

16. **Applicable Law: Jurisdiction.** This Agreement shall be governed by the laws of the State of Florida and jurisdiction for any dispute arising from or related to the interpretation, application or enforcement of this Agreement shall be in the Ninth Judicial Circuit Court of Florida in and for Orange County.

17. **WAIVER OF JURY TRIAL.** THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

18. **DISPUTES.** The Parties agree to submit any and all issues, disputes or claims (“Disputes”) which may arise under this Agreement to mediation with a mutually agreed upon independent mediator. The Parties agree to share equally in the mediation costs incurred. Mediation in good faith is a condition to instituting litigation of any Dispute under this Agreement.



If litigation is initiated, the Parties to this Agreement agree that venue and jurisdiction of any litigation between them will be vested solely in a court of competent jurisdiction sitting in Orange County, Florida and agree to accept service of process outside the State of Florida in any matter to be submitted to any court pursuant to this Agreement. The Parties expressly agree to waive trial by jury in any such legal proceeding. This Agreement will be interpreted under and enforced in accordance with the laws of the State of Florida without regard to conflicts of law.

19. **FORCE MAJEURE.** Provided that a Party claiming force majeure has exercised due care with respect to those matters within its reasonable control, such Party will not be liable for any default or delay in its performance under this Agreement to the extent such default or delay is caused by, and only for the duration of, a Force Majeure Event (hereinafter defined), but only (a) if such Force Majeure Event has the effect of delaying or preventing such performance; (b) if the affected Party makes reasonable efforts to comply with its obligations despite the occurrence and (c) if the Party affected by the Force Majeure Event, as soon as reasonably practicable, provides written notice to the other Party of the occurrence of the Force Majeure Event, its expected duration and its impact on the affected Party's performance. If the foregoing requirements are met, the Parties will discuss in good faith, any extension to the time for performance of the obligations under the Agreement, but any such extension of time would be commensurate with the delay caused by the Force Majeure Event. For purposes of this Agreement, "Force Majeure Event" means any natural disaster, act of God (including, without limitation, typhoon, hurricane, flood, tsunami, earthquake or tidal wave), war, fire, riot, terrorism, third-party labor disputes, epidemics, pandemics, or the spread of infectious diseases or other similar public health crisis (including, but not limited to COVID- 19), other similar occurrences beyond a Party's reasonable control, and changes in Laws and other governmental actions taken in response to the underlying Force Majeure Event that have the effect of making performance impossible.

**IN WITNESS WHEREOF**, Universal and the City have executed this Agreement in manner and form sufficient to bind them as of the date on which the last of the City or Universal executes this Agreement (the "Effective Date").

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**Universal**

**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

By: \_\_\_\_\_

John McReynolds, Senior Vice  
President, External Affairs

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Stephanie Herdocia , City Clerk

**CITY OF ORLANDO**

By: \_\_\_\_\_  
Mayor/Mayor Pro Tem

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

\_\_\_\_\_  
Roy K. Payne, Esq.  
Chief Assistant City Attorney