

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING January 8, 2015

---

### Board Members Present:

Commissioner Welton G. Cadwell, Lake County (Chairman)  
Commissioner S. Scott Boyd, Orange County (Vice Chairman)  
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)  
Commissioner Fred Hawkins, Jr., Osceola County  
Mayor Teresa Jacobs, Orange County  
Walter A. Ketcham, Jr., Gubernatorial Appointment (arrived late)  
Jay Madara, Gubernatorial Appointment  
S. Michael Scheeringa, Gubernatorial Appointment

### Board Member Not Present:

Mayor Buddy Dyer, City of Orlando

### Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

### Staff Present at Dais:

Laura Kelley, Deputy Executive Director  
Joseph L. Passiatore, General Counsel  
Darleen Mazzillo, Recording Secretary/Executive Assistant

### CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chairman Welton Cadwell.

### PUBLIC COMMENT

Mr. Bob Hartnett extended an invitation to attend the joint TEAMFL/Florida Transportation Commission meeting on January 22 and 23 at the Hyatt Regency Orlando International Airport.

### APPROVAL OF MINUTES

A motion was made by Commissioner Carey and seconded by Commissioner Boyd to approve the minutes of the December 11, 2014 Board Meeting as presented. The motion carried with seven

**Board members present and voting AYE by voice vote; Mr. Ketcham and Mayor Dyer were not present.**

## **ANNUAL ELECTIONS**

### **Chairman**

**A motion was made by Commissioner Boyd and seconded by Mayor Jacobs to nominate Commissioner Cadwell as Chairman. The motion carried with seven Board members present and voting AYE by voice vote; Mr. Ketcham and Mayor Dyer were not present.**

### **Vice-Chairman**

**A motion was made by Commissioner Hawkins and seconded by Mr. Scheeringa to nominate Commissioner Boyd for Vice-Chairman. The motion carried with seven Board members present and voting AYE by voice vote; Mr. Ketcham and Mayor Dyer were not present.**

### **Secretary**

**A motion was made by Commissioner Hawkins and seconded by Mayor Jacobs to postpone the Secretary election, in order to see the outcome of the proposed amendment to the CFX legislation. The motion carried with seven Board members present and voting AYE by voice vote; Mr. Ketcham and Mayor Dyer were not present.**

### **Treasurer**

**A motion was made by Mayor Jacobs and seconded by Commissioner Hawkins to nominate Commissioner Carey for Treasurer. The motion carried with seven Board members present and voting AYE by voice vote; Mr. Ketcham and Mayor Dyer were not present.**

## **APPROVAL OF CONSENT AGENDA**

The Consent Agenda was presented for approval (Exhibit A).

## **CONSTRUCTION & MAINTENANCE**

1. Authorization to advertise for Letters of Interest for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Project 429-204
2. Authorization to advertise for Letters of Interest for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Project 429-205
3. Authorization to advertise for Letters of Interest for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Project 429-206

4. Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection (CEI) Services for S.R. 408/S.R. 417 Interchange Improvements – Project 253F
5. Authorization to enter into Construction Contract Modifications on the following contract:
  - a) Contract No. 417-301C SEMA Construction \$210,731.90

#### ENGINEERING

6. Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for S.R. 408 Widening from Good Homes Road to Hiawasse Road – Contract No. 001065
7. Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for S.R. 408 Eastern Extension PD&E Study – Contract No. 001064

#### LEGAL

8. Adoption of Resolutions for acquisition of Parcels 237, 238, 240, 241, 242 (Parts A & B), 250 (Parts A & B), 251, 252 (Parts A & B), 253, 255, 258, 259, 260, 262, 264, 265, 278, 280, 301, 304 (Parts A & B), and 305 (Parts A & B) for construction of Wekiva Parkway Project 429-204
9. Approval to award contract for Disclosure Counsel Services to Nabors, Giblin & Nickerson, P.A. – Contract No. 001055 (Contract Amount: \$250,000)

#### PROCUREMENT

10. Approval of Resolution Amending the Procurement Policy

#### EXPRESSWAY OPERATIONS

11. Approval of Agreement with Southwest Research Institute for Maintenance and Support of Data Server – Contract No. 001068 (Contract Amount: \$1,486,747.29)

**A motion was made by Commissioner Hawkins and seconded by Mayor Jacobs to approve the Consent Agenda as presented. The motion carried with seven Board members present and voting AYE by voice vote; Mayor Dyer and Mr. Ketcham were not present.**

#### CHAIRMAN'S REPORT

- 1) On behalf of the Board, Chairman Cadwell sent a letter to former FDOT Secretary Ananth Prasad thanking him for his support and service. Chairman Cadwell has spoken with the new Secretary, Jim Boxold regarding the legislative agenda. It was a very good discussion.

- 2) Chairman Cadwell reported on two new projects that will be getting underway before the end of this month:
- The speed limit increase approved earlier this year on SR 417 and SR 429
  - Wrong Way Driving Pilot Study

### **TREASURER'S REPORT**

Commissioner Carey reported that toll revenues for November were \$26,016,136 which is 2.9% above projections and 5% above prior year. The Authority's total revenues were \$27.8 million for the month.

Total OM&A expenses were \$4.2 million for the month and \$18.6 million year-to-date, which is 14.5% under budget.

After debt service the total net revenue was \$11.7 million for November and \$63.2 million year-to-date.

### **STAFF'S REPORT**

Chairman Cadwell provided the Staff Report prepared by Deputy Executive Director Joseph Berenis.

### **APPROVAL OF LIMITED CONTRACT EXTENSION FOR ISSUER'S COUNSEL PER BOARD DIRECTION AT DECEMBER 11<sup>TH</sup> MEETING**

As directed by the Board last month, Legal and Procurement have prepared an extension agreement of the current Issuer's Counsel Contract for completion of services on the CFX loan application for TIFIA funds for the Wekiva Parkway project and associated debt issuance for the Board's consideration.

Mr. Passiatore explained that the proposed contract extension extends the contract with Shutts & Bowen until closing of the BANs, at which time the contract will expire. The contract limits the total compensation for the TIFIA loan agreement and the BANs to \$100,000.

As discussed last month, Mr. Passiatore proposed that future Issuer's Counsel Services be assigned to in-house General Counsel with the understanding that it can go out for additional specialized services when needed.

Staff recommends:

- 1) approval of the contract extension with Shutts & Bowen;
- 2) that all future CFX Issuer's Counsel services be absorbed by in-house General Counsel; and
- 3) discontinuance of the pending RFP #001046



**A motion was made by Mayor Jacobs and seconded by Commissioner Boyd to approve the staff recommendations regarding Issuer's Counsel Services. The motion carried with seven Board members present and voting AYE by voice vote; Mayor Dyer and Mr. Ketcham were not present.**

#### **APPOINTMENT OF CFX BOARD MEMBER TO METROPLAN ORLANDO BOARD**

**A motion was made by Commissioner Boyd and seconded by Commissioner Carey to appoint Commissioner Hawkins to the Metroplan Orlando Board. The motion carried with seven Board members present and voting AYE by voice vote; Mayor Dyer and Mr. Ketcham were not present.**

#### **PROPOSED ADJUSTMENT TO CFX LEGISLATION**

(Mr. Ketcham arrived during this presentation at 9:20 a.m.)

Deputy Executive Director Laura Kelley has been working with Senator Simmons to clean up the language on Senate Bill 230.

Ms. Kelley explained the proposed changes (Exhibit "B"):

Section 348.753(3):

- 1) Clarification regarding appointments from Seminole, Lake and Osceola Counties to be consistent with the language for Orange County. In addition to that revision, Commissioner Carey suggested that the language be amended to read that the appointments shall be "a commission member, chairman or mayor." The Board agreed with these amendments.
- 2) In Chairman Cadwell's discussions with FDOT Secretary Boxold, Mr. Boxold indicated that he would like to continue to have the Executive Director of the Turnpike serve as a nonvoting advisor to the CFX Board. The Board agreed to keep the current language in the legislation. It was suggested that we ask Ms. Scaccetti if she would prefer sitting at the dais during Board meetings.

Section 348.753(4): Eliminate the Secretary position to be consistent with past practices. The Board agreed with this amendment.

Section 348.754(1): Elimination of language regarding prior consent of FDOT to construct projects in Lake County. The Board agreed with this amendment. Commissioner Hawkins requested and received confirmation that we are not proposing a change in Osceola County's status in the legislation.

Section 348.757(2): Change to language to be consistent with the Wekiva Parkway Interlocal Agreement which states that when CFX's debt is paid to FDOT the system does not revert back to FDOT. The Board agreed with the proposed amendment as presented.

Mr. Madara brought up timing concerns regarding the election of officers in January 2016 and the terms of elected officials expiring in June 2016. The legislation as written makes it possible that the officers that are elected in January 2016 could potentially be off the Board in June 2016. He suggested that we consider adjusting the terms. The Board was in agreement that we ask for an amendment to state that the gubernatorial terms flow through December. If we are not successful, we can consider changing our bylaws regarding elections.

**A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to amend the legislative changes as stated above to include amending the appointment date of gubernatorial appointees to December 31. The motion carried with eight Board members present and voting AYE by voice vote; Mayor Dyer was not present.**

#### **REQUEST FOR DIRECTION REGARDING EXECUTIVE DIRECTOR SELECTION**

In light of the candidates that have withdrawn from consideration for the Executive Director position, Mayor Jacobs proposed that we go out a second time for a national search to see if there is any additional interest. Mayor Jacobs also proposed that we fast-track the search process.

Mr. Scheeringa suggested that we might find more qualified candidates if we conduct a new search to be done by a national firm that has a local (Florida) presence in a transportation sector and if we offer a higher salary. He commented that the salary range decided by the Board was 10% to 15% below the recommended range in the CFX salary survey.

Mr. Madara agreed that the salary range seems low compared to Florida and national averages. We need to strike a balance to make sure we get the right person but not overpay.

Commissioner Carey proposed that we form a committee to come up with a plan to recommend to the Board. The other members were in agreement to form a committee and fast-track the process. The Board members gave their input on what they feel the committee's function and work product should be. Commissioner Carey suggested that Mr. Scheeringa chair the committee.

There was discussion regarding running the Executive Director and CFO advertisement at the same time in order to see whether each individual has a skillset that may complement each other.

There were questions about the required procurement process to hire a search firm. Ms. Kelley stated that our procurement policy requires that we go through a competitive process. There is flexibility on how the scoring and fee process are structured.

**A motion was made by Mr. Scheeringa and seconded by Mayor Jacobs to form a committee headed by Mr. Scheeringa to be supported by human resources leadership from Orange, Seminole, Lake and Osceola Counties and the City of Orlando over the next month and that staff will reissue the RFP per guidance of Laura Kelley and Joe Passiatore. The committee will take that feedback and**

**come up with a firm recommendation to the Board at the February 12, 2015 Board meeting for the process going forward, which could include a recommendation of a firm. The motion carried unanimously with eight Board Members present and voting AYE by voice vote; Mayor Dyer was not present.**

Laura Kelley was directed to assign the CFX representative to serve on the committee.

The Board Members will forward their committee appointments to Laura Kelley as soon as possible.

Mayor Jacobs requested that the decision on the CFO position be postponed until we get a report back next month from the committee. She shared her observations on what may have factored the decision of Mr. Crumit to leave under the circumstances that he did. She suggested a more thorough conversation next month about the timing of the hiring of the Executive Director and CFO.

Mr. Scheeringa stated that the intent of his motion was that the committee will make a recommendation to fill both roles and heed the feedback from the Board.

#### **BOARD MEMBER COMMENT**

- Mr. Scheeringa looks forward to the long term strategic plan coming forward and he encouraged staff to look forward to his comments in defining what an upper quartile looks like in every key measurement. He wants staff to understand the gap between where we are today and operating in the upper quartile.

In his conversation with staff on the bond rating, he found it surprising that our bond rating has not increased materially, even though we have a guaranteed rate increase and coverage ratios that are now approaching two to one.

In addition, he wants the Authority to work in tandem to ensure that during the next three years the expressway system can be used as a relief valve during the I-4 construction period.

- Mr. Madara requested that we give the proper focus to the long range plan that is forthcoming in the spring. He wants to make sure that we meet all our financial obligations and commitments. As we go through the long range planning process, he wants the Board to be able to see the best case and worse case scenarios on transaction volumes so we can see what the revenue sensitivities are.
- Mr. Ketcham looks forward to the Governor making a decision on his appointment to the Board.
- Commissioner Boyd welcomed Mr. Scheeringa to the Board. He has worked in the past with Mr. Scheeringa on a project involving Orange County and has great respect for him.

- As a follow up to Mr. Scheeringa's comments about bond ratings, Commissioner Carey suggested that we take the initiative and invite the rating agencies to come here and let us tell our story.

Commissioner Carey also proposed that staff come up with a public relations strategy prior to the start of the I-4 construction in order to get motorists to travel on our roads as an alternative during the construction.

- Mayor Jacobs proposed that CFX staff reach out to FDOT to coordinate with their communication plan for the I-4 construction period. It is more efficient to have a coordinated effort through FDOT with Lynx, commuter rail and CFX than for everyone to be doing their own thing.
- Commissioner Hawkins offered his assistance in Tallahassee during the legislative session.

Commissioner Hawkins reiterated his comments from last month regarding his suggestion that we have strong federal lobbyist representation to apply for federal transportation dollars. Chairman Cadwell apologized for not having that item on today's agenda. Staff has reached out to Congressman Mica's office. It will be on the agenda next month.

- Chairman Cadwell thanked the Board for the opportunity to serve as Chairman.

## **ADJOURNMENT**

There being no further business to come before the Board, the Chairman adjourned the meeting at 10:28 a.m.

---

Commissioner Welton G. Cadwell  
Chairman  
Central Florida Expressway Authority

---

Darleen Mazzillo  
Recording Secretary/Executive Assistant  
Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_, 2014.

*Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at [publicrecords@CFXWay.com](mailto:publicrecords@CFXWay.com) or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, video tapes of Board meetings commencing July 25, 2012 are available at the CFX website, [www.expresswayauthority.com](http://www.expresswayauthority.com)*

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## AGENDA CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING

January 8, 2015

9:00 a.m.

Meeting Location: CFX Boardroom  
4974 ORL Tower Road, Orlando, FL 32807

**A. CALL TO ORDER / PLEDGE OF ALLEGIANCE**

**B. PUBLIC COMMENT**

Pursuant to Rule 1-1.011, the governing Board for CFX has set aside at least 15 minutes at the beginning of each regular meeting for citizens to speak to the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the public interest is on the Board's agenda, but excluding pending procurement issues. Each speaker shall be limited to 3 minutes.

**C. REVIEW AND APPROVAL OF DECEMBER 11, 2014 BOARD MEETING MINUTES (Action Item)**

**D. ANNUAL ELECTION OF CHAIRMAN, VICE CHAIRMAN, SECRETARY AND TREASURER (Action Item)**

**E. APPROVAL OF CONSENT AGENDA (Action Item)**

**F. REPORTS**

1. Chairman's Report
2. Treasurer's Report
3. Staff's Report

**G. REGULAR AGENDA ITEMS**

**1. APPROVAL OF LIMITED CONTRACT EXTENSION FOR ISSUER'S COUNSEL PER BOARD DIRECTION AT DECEMBER 11TH MEETING – *Joseph L. Passiatore, General Counsel* (Action item)**

**2. APPOINTMENT OF CFX BOARD MEMBER TO METROPLAN ORLANDO BOARD – *Chairman Welton Cadwell* (Action Item)**

**3. PROPOSED ADJUSTMENT TO CFX LEGISLATION - *Laura Kelley, Deputy Executive Director of Finance & Administration* (Action Item)**

**4. REQUEST FOR DIRECTION REGARDING EXECUTIVE DIRECTOR SELECTION – *Chairman Welton Cadwell* (Discussion Item)**

**H. BOARD MEMBER COMMENT**

**I. ADJOURNMENT**

This meeting is open to the public.

Note: Any person who decides to appeal any decision made at this meeting will need record of the proceedings and for that purpose, may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

# **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

## **CONSENT AGENDA**

**January 8, 2015**

### **CONSTRUCTION & MAINTENANCE**

1. Authorization to advertise for Letters of Interest for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Project 429-204
2. Authorization to advertise for Letters of Interest for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Project 429-205
3. Authorization to advertise for Letters of Interest for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Project 429-206
4. Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection (CEI) Services for S.R. 408/S.R. 417 Interchange Improvements – Project 253F
5. Authorization to enter into Construction Contract Modifications on the following contract:  
a) Contract No. 417-301C      SEMA Construction      \$210,731.90

### **ENGINEERING**

6. Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for S.R. 408 Widening from Good Homes Road to Hiawasse Road – Contract No. 001065
7. Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for S.R. 408 Eastern Extension PD&E Study – Contract No. 001064

### **LEGAL**

8. Adoption of Resolutions for acquisition of Parcels 237, 238, 240, 241, 242 (Parts A & B), 250 (Parts A & B), 251, 252 (Parts A & B), 253, 255, 258, 259, 260, 262, 264, 265, 278, 280, 301, 304 (Parts A & B), and 305 (Parts A & B) for construction of Wekiva Parkway Project 429-204
9. Approval to award contract for Disclosure Counsel Services to Nabors, Giblin & Nickerson, P.A. – Contract No. 001055 (Contract Amount: \$250,000)

### **PROCUREMENT**

10. Approval of Resolution Amending the Procurement Policy

### **EXPRESSWAY OPERATIONS**

11. Approval of Agreement with Southwest Research Institute for Maintenance and Support of Data Server – Contract No. 001068 (Contract Amount: \$1,486,747.29)

(End of Consent Agenda)

# EXHIBIT “A”

**CONSENT AGENDA**  
**January 8, 2015**

**CONSTRUCTION & MAINTENANCE**

1. Authorization to advertise for Letters of Interest for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Project 429-204
2. Authorization to advertise for Letters of Interest for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Project 429-205
3. Authorization to advertise for Letters of Interest for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Project 429-206
4. Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection (CEI) Services for S.R. 408/S.R. 417 Interchange Improvements – Project 253F
5. Authorization to enter into Construction Contract Modifications on the following contract:  
a) Contract No. 417-301C      SEMA Construction      \$210,731.90

**ENGINEERING**

6. Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for S.R. 408 Widening from Good Homes Road to Hiawasse Road – Contract No. 001065
7. Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for S.R. 408 Eastern Extension PD&E Study – Contract No. 001064

**LEGAL**

8. Adoption of Resolutions for acquisition of Parcels 237, 238, 240, 241, 242 (Parts A & B), 250 (Parts A & B), 251, 252 (Parts A & B), 253, 255, 258, 259, 260, 262, 264, 265, 278, 280, 301, 304 (Parts A & B), and 305 (Parts A & B) for construction of Wekiva Parkway Project 429-204
9. Approval to award contract for Disclosure Counsel Services to Nabors, Giblin & Nickerson, P.A. – Contract No. 001055 (Contract Amount: \$250,000)



# **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

## **PROCUREMENT**

10. Approval of Resolution Amending the Procurement Policy

## **EXPRESSWAY OPERATIONS**

11. Approval of Agreement with Southwest Research Institute for Maintenance and Support of Data Server – Contract No. 001068 (Contract Amount: \$1,486,747.29)


# **CONSENT AGENDA ITEM**

**#1**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

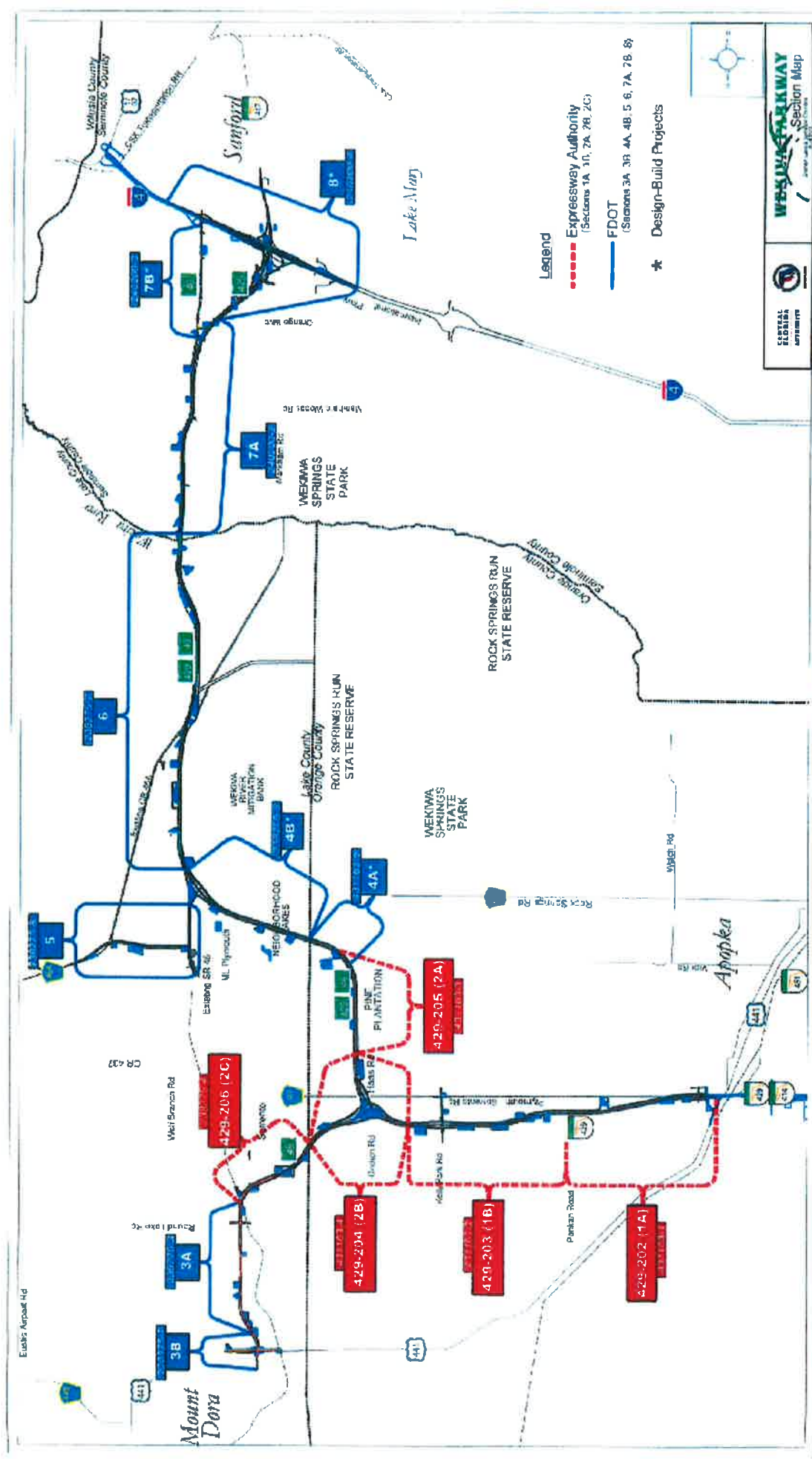
DATE: December 16, 2014

RE: Authorization to Advertise for Letters of Interest for  
Construction Engineering and Inspection (CEI) Services for  
S. R. 429 (Wekiva Parkway); Project No. 429-204; Contract No. 001087

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide CEI services related to the construction of S.R. 429 (Wekiva Parkway) from north of Kelly Park Road to the Lake County line and east of Plymouth Sorrento Road (referred to as the Systems Interchange).

Selection of a consultant will proceed in accordance with the approved Procurement Policy and Procedure. A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation. Once the final cost has been negotiated, Board approval to award the contract will be requested.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance  
Laura Kelley, Deputy Executive Director, Finance and Administration  
Ben Dreiling, Director of Construction and Maintenance  
Contract File



**Legend**

Expressway Authority  
(Sections 1A, 1B, 2A, 2B, 2C)

FDOT  
(Sections 3A, 3B, 4A, 4B, 5, 6, 7A, 7B, 8)

\* Design-Build Projects



Section Map

Euclid Avenue Rd

Mount Dora

41

Apopka

61

41

41

41

41

41


# **CONSENT AGENDA ITEM**

**#2**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

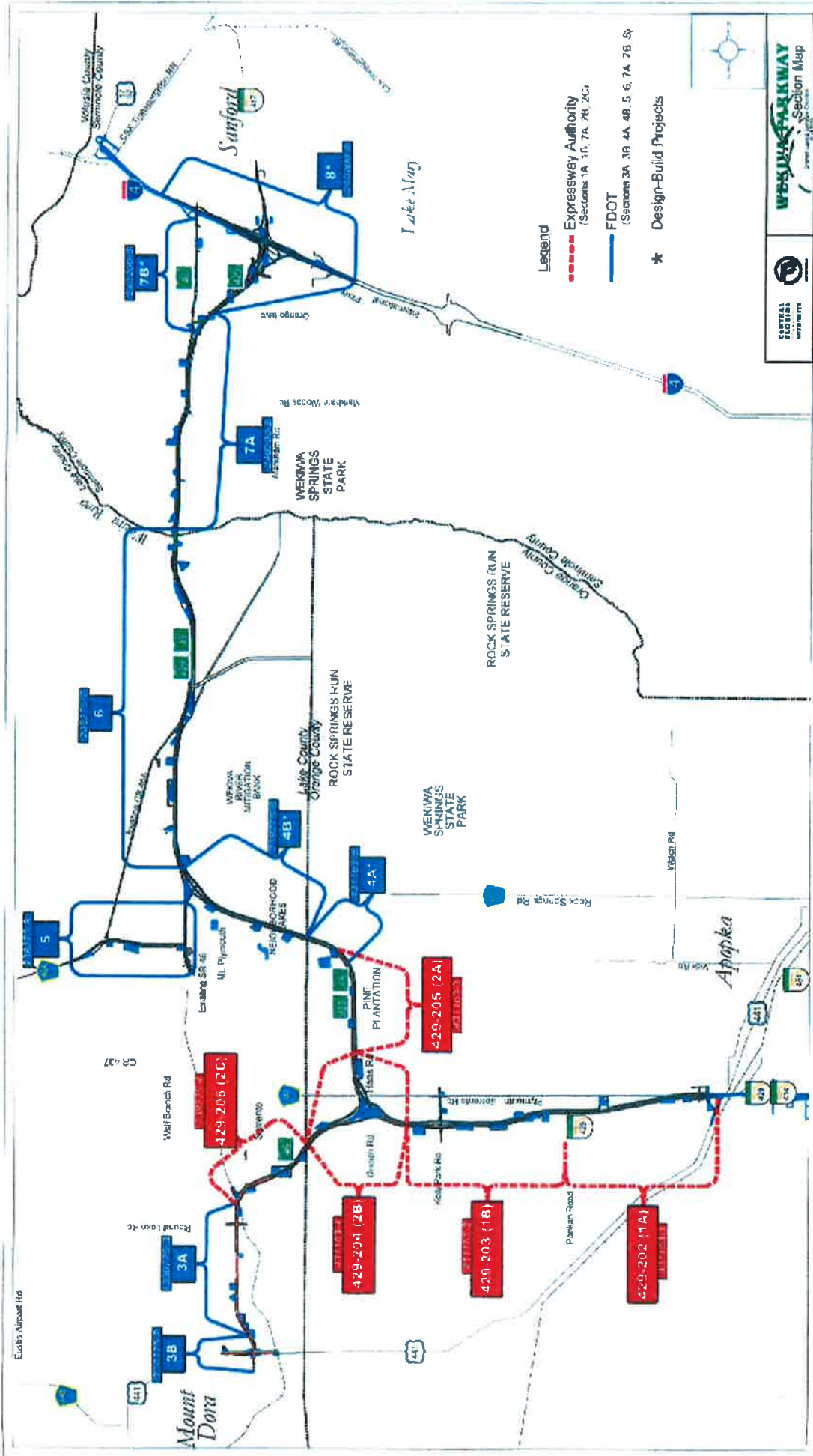
DATE: December 16, 2014

RE: Authorization to Advertise for Letters of Interest for  
Construction Engineering and Inspection (CEI) Services for  
S. R. 429 (Wekiva Parkway); Project No. 429-205; Contract No. 001088

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide CEI services related to the construction of S.R. 429 (Wekiva Parkway) from the Systems Interchange to east of Mount Plymouth Road.

Selection of a consultant will proceed in accordance with the approved Procurement Policy and Procedure. A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation. Once the final cost has been negotiated, Board approval to award the contract will be requested.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance  
Laura Kelley, Deputy Executive Director, Finance and Administration  
Ben Dreiling, Director of Construction and Maintenance  
Contract File



# **CONSENT AGENDA ITEM**


**#3**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

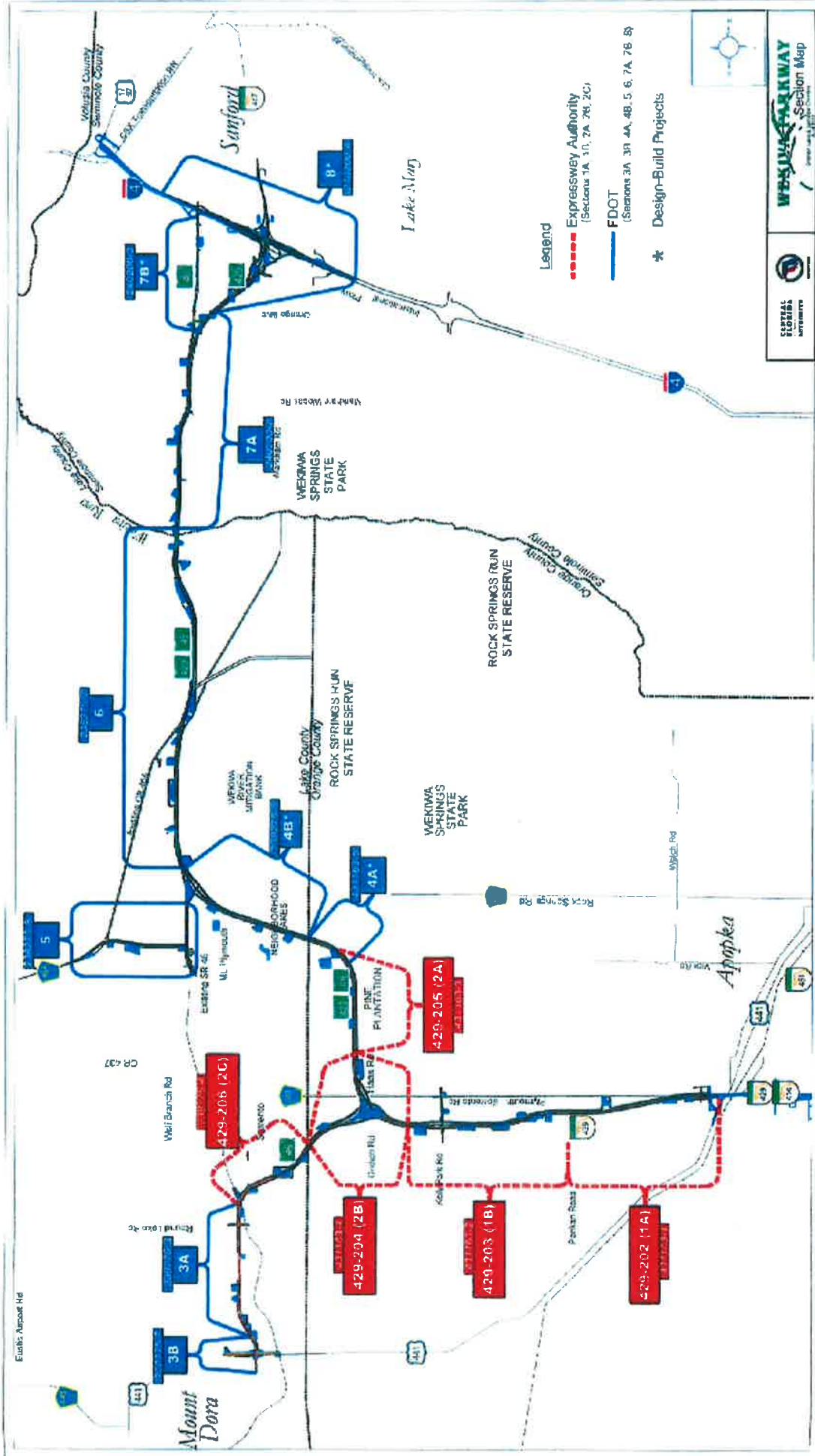
DATE: December 16, 2014

RE: Authorization to Advertise for Letters of Interest for  
Construction Engineering and Inspection (CEI) Services for  
S. R. 429 (Wekiva Parkway); Project No. 429-206; Contract No. 001089

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide CEI services related to the construction of S.R. 429 (Wekiva Parkway) from the Systems Interchange to S.R. 46.

Selection of a consultant will proceed in accordance with the approved Procurement Policy and Procedure. A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation. Once the final cost has been negotiated, Board approval to award the contract will be requested.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance  
Laura Kelley, Deputy Executive Director, Finance and Administration  
Ben Dreiling, Director of Construction and Maintenance  
Contract File



## **CONSENT AGENDA ITEM**

**#4**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: December 16, 2014

RE: Approval of Final Ranking and Authorization for  
Fee Negotiations for Construction Engineering and Inspection Services for  
S.R. 408/S.R. 417 Interchange Improvements  
Project No. 253F; Contract No. 001069

In accordance with the approved Procurement Policy and Procedures for professional services consultants, the Procurement Department advertised for Letters of Interest (LOI) for the referenced project on October 24, 2014. Responses were received from five firms by the November 7, 2014, deadline. Those firms were: JBS Engineering Technical Services, Inc.; CDM Smith, Inc.; GAI Consultants, Inc.; HDR Engineering, Inc.; Figg Bridge Inspection, Inc.

The LOIs were transmitted to the members of the Evaluation Committee for review and scoring. The Committee met on November 17, 2014, to record the scores for the LOIs. After the scores were recorded, the Committee voted unanimously to shortlist the three firms ranked highest (CDM Smith, JBS Engineering Technical Services, and GAI Consultants). Those firms were notified by the Procurement Department and directed to submit Technical Proposals.

Technical Proposals were received from all three firms by the December 8, 2014, deadline and were transmitted to the members of Technical Review Committee for review and scoring. As part of the scoring process, the Technical Review Committee met on December 16, 2014, to hear oral presentations from the firms. After the oral presentations were completed, the Technical Review Committee convened and prepared its final ranking. The results of that process were as follows:

<u>Ranking</u>	<u>Consultant Firm</u>
1	CDM Smith, Inc.
2	JBS Engineering Technical Services, Inc.
3	GAI Consultants, Inc.

Board approval of final ranking and authorization to enter into fee negotiations with CDM Smith, Inc., is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of a contract will be requested.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Maintenance & Construction  
Laura Kelley, Deputy Executive Director, Finance and Administration  
Ben Dreiling, Director of Construction and Maintenance  
Contract File

**LOI-001069 Committee Meeting December 16, 2014 Minutes**

Technical Review Committee for **CEI Services for S.R. 417 Widening from South of Curry Ford Road to S.R. 408; Project No. 253F, Contract No. 001069**, held a duly noticed meeting on Tuesday, December 16, 2014, commencing at 8:58 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

**Committee Members Present:**

Joe Berenis, Executive Deputy Director Engineering, Construction, Operations, and Maintenance  
Ben Dreiling, Director of Construction and Maintenance  
Don Budnovich, Resident Engineer / S.R. Project Manager

**Other Attendees:**

Robert Johnson, Manager of Procurement

**Presentation / Question and Answer:**

Robert Johnson commenced each presentation with a brief overview of the process and introduced the Technical Review Committee. Robert stated that this portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

CDM Smith	09:00 – 09:31 a.m.
GAI Consultants	09:43 – 10:18 a.m.
JBS Engineering Technical Services	10:28 – 10:58a.m.

**Evaluation Portion:**

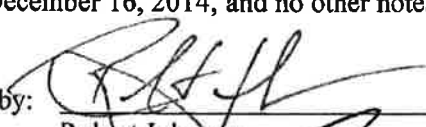
Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them to Robert for tallying. Robert Johnson tallied the score sheets utilizing the rankings assigned by each committee member based on the raw scores each Proposer received. Below are the results:

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
CDM Smith	03	01
JBS Engineering	07	02
GAI Consultants	08	03

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. The committee agreed that Ben Dreiling would review and approve the minutes on behalf of the committee.

They're being no other business to come before the Committee; the meeting was adjourned at 11:03am. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Tuesday, December 16, 2014, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:

  
Robert Johnson

Approved by:

  
Ben Dreiling

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY




FINAL RANKING SUMMARY

CEI Services for S.R. 417 Widening from South of Curry Ford Road to S.R. 408

Project No. 253F, Contract No. 001069

CONSULTANT	Joe Berrinis RANKING	Ben Dreiling RANKING	Don Budnovich RANKING	TOTAL SCORE	RANKING
CDM Smith	1	1	1	3	1
GAI Consultants	3	2	3	8	3
JBS Engineering Technical Services	2	3	2	7	2

TECHNICAL REVIEW COMMITTEE MEMBERS:

**LOI-001069 Committee Meeting November 17, 2014 Minutes**

Evaluation Committee for CEI Services for S.R. 417 Widening from Berry Dease Rd. to S.R. 408 Consultant Services; LOI-001069, Project 253F, held a duly noticed meeting on Monday, November 17, 2014, commencing at 2:30 p.m. in the Sandpiper Conference Room at the OOCEA Administrative Bldg, Orlando, Florida.

**Committee Members Present:**

Glenn Pressimone, Director of Engineering  
Iranetta Dennis, Director of Business Development  
Julie Naditz, Highway Construction Division Manager, Orange County  
Corey Quinn, Director of Expressway Operations

**Other Attendees:**

Robert Johnson, Manager of Procurement

**Discussion and Motions:**

Robert explained that today's meeting was to evaluate and shortlist the top firms and commenced the meeting collecting the Evaluation Committee Member Disclosure forms that the committee members reviewed and executed.

General discussion ensued about the project and the LOI submittals. Committee members then tallied up the individual evaluation sheets and passed them in for incorporation onto the LOI shortlist summary sheet. Evaluation Criteria forms were collected and the ranking scores from all committee members were tallied with the following results:

<b><u>Firms</u></b>	<b><u>Score</u></b>	<b><u>Ranking</u></b>
CDM Smith	08	1
JBS Engineering Tech Services, Inc.	10	2
GAI Consultants	10	2
HDR Engineering, Inc.	14	4
Figg Bridge Inspection, Inc.	18	5

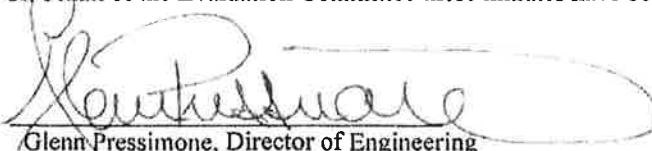
It was the consensus of the committee that the top 3 respondents be invited to submit technical proposals and participate in presentations.

Robert stated that he would set up the presentations in alphabetical order and that the presentations would be held on December 16, 2014, commencing at 9 a.m.

There being no further business to come before the Committee, the meeting was adjourned at 3:00 p.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting held Monday, November 17, 2014, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:   
Robert Johnson, Manager of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

  
Glenn Pressimone, Director of Engineering

CENTRAL FLORIDA EXPRESSWAY AUTHORITY





EVALUATION COMMITTEE MEMBER LETTERS OF INTEREST SHORTLIST RANKING

CEI SERVICES FOR S.R. 417 WIDENING FROM SOUTH OF CURRY FORD ROAD TO S.R. 408

CONTRACT NO. 001069

CONSULTANT	Glenn Presimone Score	Corey Quinn Score	Iranetta Dennis Score	Julie Naditz Score	TOTAL SCORE	RANKING
JBS Engineering Tech Services, Inc.	3	4	2	1	10	2
Figg Bridge Inspection, Inc.	5	3	5	5	18	5
CDM Smith	1	2	3	2	8	1
GAI Consultants	2	1	4	3	10	2
HDR Engineering, Inc.	4	5	1	4	14	4

EVALUATION COMMITTEE MEMBERS:

Date: Monday, November 17, 2014

Date: Monday, November 17, 2014

Date: Monday, November 17, 2014

Date: Monday, November 17, 2014



**NOTICE TO PROFESSIONAL ENGINEERING CONSULTANTS  
REQUEST FOR LETTERS OF INTEREST FOR  
CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR  
S.R. 417 WIDENING FROM SOUTH OF CURRY FORD ROAD TO S.R. 408  
PROJECT NO. 253F, CONTRACT NO. 001069**

The Central Florida Expressway Authority requires the services of a Professional Engineering Consultant to provide CEI services required by the Authority for construction of the widening of S.R. 417 from south of Curry Ford Road to S.R. 408 in Orange County, Florida.

Shortlist consideration will be given to only those firms who are qualified pursuant to law, and as determined by the Authority, based on information provided by the firms, and who have been pre-qualified by FDOT to perform, as a minimum, the indicated Types of Work.

Firms are advised that requests made to the Engineer of Record or any of its subconsultants for project information including design documents and files are prohibited. All such requests must be made through the Authority Contact Person shown below. Any violation of this requirement will be grounds for rejection of a submittal made in response to this notice.

**MAJOR TYPES OF WORK:** As a minimum, the consultant shall be prequalified by FDOT in the following types of work: Groups 10.1, Roadway Construction CEI; 10.4, Minor Bridge and Miscellaneous Structures CEI. The consultant shall also be prequalified, on its own or through FDOT-approved subconsultants, in the following work types: 10.3, Construction Materials Inspection.

**DESCRIPTION:** The work will consist of providing CEI services related to the construction of the six lane widening of S.R. 417 from south of Curry Ford Road to S.R. 408, including bridge widenings over Lake Underhill Rd and Econlockhatchee Trail, along with construction of sound walls, MSE walls and highway lighting . Construction of the project is anticipated to begin on or about April, 2015.

The selected firm and its subconsultant(s) shall not enter into any other contract with the Authority during the term of the contracts which would create or involve a conflict of interest with the services to be provided.

**LETTERS OF INTEREST SUBMITTAL REQUIREMENTS:** Consultants wishing to be considered shall submit six (6) sets of a Letter of Interest package utilizing Times New Roman font, 12 pitch, single spacing and one (1) compact disk with an electronic version in pdf format with a resolution of 300 dots per inch (dpi). The Letter of Interest shall be a maximum of five (5) pages (8½" x 11"), excluding resumes and attachments identified below. The responses shall address the following:

1. Technical Experience – Demonstrate that the firm and any proposed subconsultants have the ability to perform the work effort required by the Authority. Submit details of specific experience for at least three (3) projects similar to those described above completed by the

consultant's Resident Engineer and other key project team members including the name of client contact person, telephone number, and physical address;

2. Proposed Staffing – Ability, quality, experience and cooperativeness of the proposed individuals of the firm and proposed subconsultants to perform the required services. Detailed resumes of the firm's proposed Resident Engineer, Project Administrator, Contract Support Specialist, and Senior Inspector (Roadway/Bridge) presently employed by the firm who will be assigned to the project, as well as resumes of subconsultants that may be involved in key roles, shall be provided. Resumes shall include no more than three client/owner references for all proposed personnel for the past 5 years and availability date for each individual. The firm's Resident Engineer shall have at least five (5) years of experience on CEI contracts. Resumes do not count against the 5 page limit;

3. Project Approach - Provide a narrative describing the firm's approach to delivering the CEI services. In addition to the narrative, provide a proposed project organization chart including subconsultant personnel and a matrix summarizing proposed personnel experience on similar projects including registrations/certifications. The chart and matrix do not count against the 5 page limit;

4. Location of the Firm – To receive the maximum number of points, the firm's local office shall also serve as the firm's corporate headquarters. Identify which situation describes the location of the firm's corporate headquarters: 1) A local corporate headquarters serving as the local office; 2) A sub-local corporate headquarters with a local office; 3) An out of state corporate headquarters with a local office; 4) An out of state corporate headquarters with a sub-local office; 5) No offices within the state. Local is defined as within a 30-mile radius of the Authority's Headquarters Building. Sub-local is defined as within the state of Florida, but outside a 30-mile radius of the Authority's Headquarters Building.

5. M/WBE Utilization – Demonstrate the firm's good faith effort to meet the participation objective for this project which is 15%. Participation equal to or exceeding 20% will receive the highest score. Firms that are submitting as the "prime" consultant and are certified M/WBEs will not be allowed to use that status to satisfy the participation requirement. Such firms are still required to propose a percentage of participation using other certified M/WBEs and will be scored based on that percentage.

6. Current and Projected Workload – Indicate ability of staff to manage a CEI assignment and indicate, as a percentage, the current/projected workload of current staff. Indicate the total number of firm's professional, technical and administrative personnel by discipline, location and office responsible for administering the contract.

7. Volume of Work Previously Awarded – The firm shall submit with the Letter of Interest a list of all direct contracts of any type, both active and completed, between the Authority and the firm during the past five (5) years. The list shall have column headings showing the project name, the firm's Resident Engineer/Project Manager, the project fees, the estimated remaining or final budget amount (exclusive of subconsultant fees associated with the project) as of the date of submittal of the Letter of Interest, the percent complete/status, and any comments relative to the

project. The object of this criterion is to effect an equitable distribution of contracts among qualified firms provided such distribution does not violate the principle of selection of the most highly qualified firms. This list does not count against the 5 page limit.

Failure to submit any of the above required information may be cause for rejection of the package as non-responsive.

Each firm will also be evaluated based on past performance on Authority projects only. Items considered will include the quality of work product, whether the project was completed within negotiated fee and the ability of the Authority staff to work with the firm's staff.

**SCORING AND SHORTLISTING:** The Authority's Evaluation Committee will shortlist a minimum of three (3) firms based on its evaluation and scoring of the Letters of Interest. Past performance on Authority projects will also be considered as indicated above. Scores for each category identified above will be determined using a weighted system. Each category has been assigned a weight factor that will be multiplied by a grade to determine the score. The assigned weights to each category are as follows: Technical Experience (8); Proposed Staffing (10); Project Approach (6); Location of Firm (4); M/WBE Utilization (3); Current and Projected Workload (3); Volume of Work Previously Awarded (-3). Grades for each category will be between 0 and 4. Scoring of Past Performance will have a weight of 6 and a grade range between -2 and 2. If the Committee member has no knowledge of the firm or its past performance on Authority projects then the grade shall be zero.

Shortlisting of firms will be based on converting each Committee member's Total Score into a ranking with the highest score ranked first, second highest ranked second, etc. Once converted, the Committee members' rankings for each firm will be entered into a summary sheet. The Total Score recorded on the summary sheet will determine the ranking and shortlisting.

Shortlisted firms will proceed to the next step in the process which includes preparation and submittal of a Technical Proposal and an oral presentation. No changes shall be made in the personnel proposed in the Letter of Interest for the Resident Engineer, Project Administrator, Contract Support Specialist, or Senior Inspector (Roadway/Bridge) positions without the written approval of the Authority. The request for approval shall include the reason for the change and a resume of the proposed replacement. The Authority will provide the shortlisted firms with a Scope of Services for use in preparing the Technical Proposal together with a set of preliminary construction plans. Each firm will be evaluated and ranked by the Authority's Technical Review Committee based on the Technical Proposal and oral presentation. The highest ranked firm will be presented to the Authority Board for approval and authorization to negotiate fees and expenses.

**CODE OF ETHICS:** All consultants selected to work with the Authority are required to comply with the Authority's Code of Ethics, a copy of which may be viewed on the Authority's web site at [www.cfxway.com](http://www.cfxway.com).

**EQUAL OPPORTUNITY STATEMENT:** The Central Florida Expressway Authority, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure participation by minorities.

**MINORITY/WOMEN/DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION:** Minority/Women/Disadvantaged Business Enterprises will not be discriminated against on the basis of race, color, sex, or national origin in consideration for qualification or an award by the Authority. The Authority has established a 15% participation objective for M/WBE firms for each project.

**NON-SOLICITATION PROVISION:** From the first date of publication of this notice, no person may contact any Authority Board Member, Officer or Employee or any evaluation committee member, with respect to this notice or the services to be provided. All such requests for information shall be made to the Authority Contact Person indicated below. Refer to the lobbying guidelines of the Authority for further information regarding this Non-Solicitation Provision.

**LETTER OF INTEREST RESPONSE DEADLINE:**

November 7, 2014, 1:30 p.m., Orlando local time

**AUTHORITY CONTACT PERSON:**

Mr. Robert Johnson  
Manager of Procurement  
Telephone: (407) 690-5372

**LETTER OF INTEREST RESPONSE ADDRESS:**

Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

Re: CEI Services for S.R. 417 Widening from Curry Ford Road to S.R. 408  
Contract No. 001069; Project No. 253F

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

Claude Miller  
Director of Procurement

# **CONSENT AGENDA ITEM**

**#5**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Members of the Board  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807

FROM: Ben Dreiling, P.E.  
Director of Construction and Maintenance

DATE: December 16, 2014

RE: Consent Agenda Item  
Construction Contract Modifications

Authorization is requested to execute the following Construction Contract Modification. Supporting detailed information for the proposed Construction Contract Modification is attached.

Contract No.	Name	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$ January 2015)	Total Amount (\$ to Date*	Time Increase or Decrease
417-301C	SEMA Construction	SR 417 / Boggy Creek Rd. Interchange Improvements Phase III	70,900,000.00	0.00	210,731.90	71,110,731.90	0
TOTAL						\$210,731.90	

\* Includes Requested Amount for current month.

BD/ek

cc: Joe Berenis, P.E.

The following is a proposed Construction Contract Modification along with the detailed information:

**Contract 417-301C: SR 417 / Boggy Creek Rd. Interchange Improvements Phase III**  
**SEMA Construction**  
**SA 417-301C-0115-01**

OUC Power Revision

In order to power our new facilities East of Boggy Creek Road, specifically highway lighting, a CCTV Camera and Ramp "D-1" Toll Plaza, it is necessary to install an underground electrical conduit system from OUC's service point near J. Lawson Blvd. This additional infrastructure includes 4,680 lineal feet of two 4" Schedule 40 primary service conduits, 100 lineal feet of two 4" PVC directional bores, 3 utility structures below ground and 3 utility structure transformer pads as identified in Plan Revision #3. Given the nature of the work to be performed, minor variances in the actual quantities installed are possible. Any variance in the quantities needed will be added or deducted at this new unit price and included in the final closeout for this project. It is noted that this work does not include the electrical conductors which will be installed by OUC and paid for separately.

ADD THE FOLLOWING ITEMS:

Conduit, Underground, 2W – 4" SCH 40 PVC	\$155,188.80
Conduit, Directional Bore, 2 – 4" PVC	\$15,788.00
Utility Structure Below Ground	\$32,650.20
Utility Structure Transformer	\$7,104.90

<b><u>TOTAL AMOUNT FOR PROJECT 417-301C</u></b>	<b><u>\$210,731.90</u></b>
---	----------------------------

# **CONSENT AGENDA ITEM**

**#6**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: December 16, 2014

RE: Approval of Final Ranking and Authorization for Fee Negotiations for  
Professional Engineering Consultant Services for  
S.R. 408 Widening from Good Homes Road to Hiawassee Road  
Contract No. 001065

In accordance with the approved Procurement Policy and Procedures for design professional services consultants, the Procurement Department advertised for Letters of Interest for the referenced project on October 19, 2014. Responses were received from eight firms by the November 7, 2014, deadline. Those firms were: Parsons Brinckerhoff, Inc.; Wantman Group, Inc.; TLP Engineering Consultants, Inc.; STV Inc., dba STV/Ralph Whitehead Associates; Dewberry/Bowyer-Singleton; DRMP; EAC Consulting, Inc.; Moffatt & Nichol.

After reviewing and scoring the letters of interest, the Evaluation Committee met on November 18, 2014, and shortlisted four (4) firms (TLP Engineering Consultants, Inc.; DRMP; Parsons Brinckerhoff, Inc.; Wantman Group, Inc.) and requested that Technical Proposals be submitted for review and scoring by December 5, 2014.

Technical Proposals were submitted by all four firms for review and scoring by the Technical Review Committee. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on December 12, 2014. After the oral presentations were completed, the Technical Review Committee convened and prepared its final ranking. The results of that process were as follows:

<u>Ranking</u>	<u>Consultant Firm</u>
1	TLP Engineering Consultants, Inc.
2	DRMP, Inc.
3	Parsons Brinckerhoff, Inc.
4	Wantman Group, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with TLP Engineering Consultants, Inc., is requested. Once fee negotiations are completed, Board approval of the fee amount and award of a contract will be requested.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Maintenance & Construction  
Laura Kelley, Deputy Executive Director, Finance and Administration  
Glenn Pressimone, Director of Engineering  
Contract File

**LOI-001065 Committee Meeting December 12, 2014 Minutes**

Technical Review Committee for **Design Services for S.R. 408 Widening Good Homes Road to Hiawassee Road Consultant Services; LOI-001065**, held a duly noticed meeting on Friday, December 12, 2014, commencing at 1:01p.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

**Committee Members Present:**

Joe Berenis, Executive Deputy Director Engineering, Construction, Operations, and Maintenance  
Glenn Pressimone, Director of Engineering  
Ben Dreiling, Director of Construction and Maintenance

**Other Attendees:**

Robert Johnson, Manager of Procurement

**Presentation / Question and Answer:**

Robert Johnson commenced each presentation with a brief overview of the process and introduced the Technical Review Committee. Robert stated that this portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

DRMP, Inc.	1:04 – 1:48 p.m.
Parsons Brinckerhoff	1:59 – 2:44 p.m.
TLP Engineering Consultants, Inc.	2:54 – 3:33 p.m.
Wantman Group, Inc.	3:45 – 4:26 p.m.

**Evaluation Portion:**

Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them and their executed Disclosure forms to Robert. Robert Johnson tallied the score sheets utilizing the rankings assigned by each committee member based on the raw scores each Proposer received. Below are the results:

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
TLP Engineering	03	01
DRMP, Inc.	06	02
Parsons Brinckerhoff	09	03
Wantman Group, Inc.	12	04

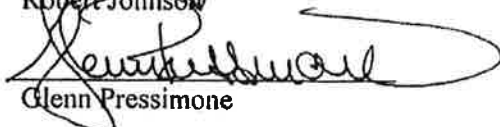
Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. The committee agreed that Glenn Pressimone would review and approve the minutes on behalf of the committee.

They're being no other business to come before the Committee; the meeting was adjourned at 4:40pm. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Friday, December 12, 2014, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:

  
Robert Johnson

Approved by:

  
Glenn Pressimone

# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY




## FINAL RANKING SUMMARY

Design Services for S.R. 408 Widening Good Homes Road to Hiwassee Road Consultant Services

CONTRACT NO. 001065

CONSULTANT	Joe Berrinis RANKING	Glenn Pressimone RANKING	Ben Dreiling RANKING	TOTAL SCORE	RANKING
DRMP, Inc.	2	2	2	6	2
Parsons Brinckerhoff	3	3	3	9	3
TLP Engineering Consultants, Inc.	1	1	1	3	1
Wantman Group, Inc.	4	4	4	12	4

TECHNICAL REVIEW COMMITTEE MEMBERS:

  
  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **LOI-001065 Committee Meeting November 18, 2014 Minutes**

Evaluation Committee for **Design Services for S.R. 408 Widening Good Homes Road to Hiawasse Road Consultant Services; LOI-001065**, held a duly noticed meeting on Tuesday, November 18, 2014, commencing at 1:00 p.m. in the Sandpiper Conference Room at the OOCEA Administrative Bldg, Orlando, Florida.

### **Committee Members Present:**

Iranetta Dennis, Director of Business Development  
Julie Naditz, Highway Construction Division Manager, Orange County  
Corey Quinn, Director of Expressway Operations

### **Other Attendees:**

Robert Johnson, Manager of Procurement

### **Committee Members Absent:**

Don Budnovich, Resident Engineer

### **Discussion and Motions:**

Robert explained that today's meeting was to evaluate and shortlist the top firms and commenced the meeting collecting the Evaluation Committee Member Disclosure forms that the committee members reviewed and executed. Additionally, Robert informed the Committee members that Don would not be in attendance but had forwarded his scores to be tallied in with the others.

General discussion ensued about the project and the LOI submittals. Committee members then tallied up the individual evaluation sheets and passed them in for incorporation onto to the LOI shortlist summary sheet. Evaluation Criteria forms were collected and the ranking scores from all committee members were tallied with the following results:

<b><u>Firms</u></b>	<b><u>Score</u></b>	<b><u>Ranking</u></b>
TLP Engineering Consultants, Inc.	05	1
DRMP	11	2
Parsons Brinckerhoff	12	3
Wantman Group, Inc.	15	4
Dewberry	20	5
EAC Consulting, Inc.	21	6
STV, Inc.	26	7
Moffatt & Nichol	30	8

It was the consensus of the committee that the top 4 respondents be invited to submit technical proposals and participate in presentations.

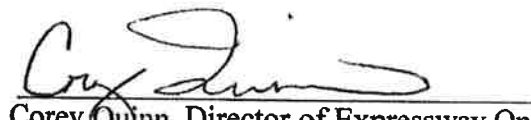
Robert stated that he would set up the presentations in alphabetical order and that the presentations would be held on December 12, 2014, commencing at 1 p.m.

There being no further business to come before the Committee, the meeting was adjourned at 1:54 p.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting held Tuesday, November 18, 2014, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:

  
Robert Johnson, Manager of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

  
Corey Quinn, Director of Expressway Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

EVALUATION COMMITTEE MEMBER LETTERS OF INTEREST SHORTLIST RANKING

DESIGN CONSULTANT SERVICES FOR S.R. 408 WIDENING FROM GOOD HOMES ROAD TO HIAWASSEE ROAD

CONTRACT NO. 001065

CONSULTANT	Don Budnovich Score	Corey Quinn Score	Iranetta Dennis Score	Julie Naditz Score	TOTAL SCORE	RANKING
DRMP	3	2	5	1	11	2
Moffatt & Nichol	8	8	8	6	30	8
Parsons Brinckerhoff	4	3	1	4	12	3
TLP Engineering Consultants, Inc.	1	1	2	1	5	1
Dewberry	7	4	4	5	20	5
EAC Consulting	5	6	2	8	21	6
STV, Inc.	6	7	7	6	26	7
Wantman Group, Inc.	1	5	6	3	15	4

EVALUATION COMMITTEE MEMBERS:

  
  
 Julie R. Naditz

Date: Tuesday, November 18, 2014

Date: Tuesday, November 18, 2014

Date: Tuesday, November 18, 2014

Date: Tuesday, November 18, 2014

**NOTICE TO PROFESSIONAL ENGINEERING CONSULTANTS  
REQUEST FOR LETTERS OF INTEREST FOR  
DESIGN CONSULTANT SERVICES FOR  
S.R. 408 WIDENING FROM GOOD HOMES ROAD TO  
HIAWASSEE ROAD  
CONTRACT NO. 001065**

The Central Florida Expressway Authority requires the services of a Professional Engineering Consultant in connection with Contract No. 001065, S.R. 408 Widening from Good Homes Road to Hiawassee Road in Orange County, Florida.

Shortlist consideration will be given to only those firms who are qualified pursuant to law, and as determined by the Authority, based on information provided by the firms, and who have been pre-qualified by FDOT to perform, as a minimum, the indicated Major Types of Work.

**MAJOR TYPES OF WORK:** As a minimum, the consultant shall be prequalified by FDOT in the following work groups: 3.2 Major Highway Design, 3.3 Controlled Access Highway Design.

**ADDITIONAL TYPES OF WORK REQUIRED:** The consultant shall also be prequalified on its own or through Authority-approved subconsultants, in the following work types: Group 4.1, Miscellaneous Structures and Minor Bridge Design; Group 6.3, Intelligent Transportation Systems Analysis, Design, and Implementation; Group 7, Traffic Operations Design; Group 8, Surveying and Mapping and Group 9, Soil Exploration, Material Testing, and Foundations.

**DESCRIPTION:** The services to be provided for the project shall include final design and preparation of construction drawings / specifications to provide six (6) general use lanes on S.R. 408 between Good Homes Road and east of Hiawassee Road. Specifically, the project will include median widening of S.R. 408 from four (4) general use lanes to six (6) general use lanes between the Hiawassee Mainline Toll Plaza and east of Hiawassee Road; milling and resurfacing of the existing S.R. 408 between Good Homes Road and Hiawassee Road; median widening of the S.R. 408 twin bridges over Hiawassee Road and outside widening of the S.R. 408 westbound bridge over Lake Sherwood. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

**LETTERS OF INTEREST SUBMITTAL REQUIREMENTS:** Consultants wishing to be considered shall submit six (6) sets of a Letter of Interest package utilizing Times New Roman font, 12 pitch, single spacing and one (1) compact disk with an electronic version in pdf format with a resolution of 300 dots per inch (dpi). The Letter of Interest shall be a maximum of five (5) pages (8½" x 11"), excluding resumes and attachments identified below. The responses shall address the following:

1. Technical Experience – Demonstrate that the firm and any proposed subconsultants have the ability to perform the work effort required by the Authority. Submit details of specific experience for at least three (3) projects similar to those described above completed by the firm's

Project Manager and other key project team members including the name of client contact person, telephone number, and physical address;

2. Proposed Staffing – Ability, quality, experience, location and cooperativeness of the proposed individuals of the firm and proposed subconsultants to perform the required services. Detailed resumes of the firm’s proposed Project Manager and other “key” personnel specifically designated and presently employed by the firm who will be assigned to the project, as well as resumes of subconsultants that may be involved in key roles, shall be provided. The firm’s Project Manager shall have at least five (5) years of experience on similar projects. Resumes do not count against the 5 page limit;

3. Project Approach - Provide a narrative describing the firm’s approach to delivering the required services. In addition to the narrative, provide a proposed project organization chart including subconsultant personnel and a matrix summarizing proposed personnel experience on similar projects including registrations/certifications. The chart and matrix do not count against the 5 page limit;

4. Location of the Firm – To receive the maximum number of points, the firm’s local office shall also serve as the firm’s corporate headquarters. Identify which situation describes the location of the firm’s corporate headquarters: 1) A local corporate headquarters serving as the local office; 2) A sub-local corporate headquarters with a local office; 3) An out of state corporate headquarters with a local office; 4) An out of state corporate headquarters with a sub-local office; 5) No offices within the state. Local is defined as within a 30-mile radius of the Authority’s Headquarters Building. Sub-local is defined as within the state of Florida, but outside a 30-mile radius of the Authority’s Headquarters Building.

5. M/WBE Utilization – Demonstrate the firm’s good faith effort to meet the participation objective for this project which is 15%. Participation equal to or exceeding 20% will receive the highest score. Firms that are submitting as the “prime” consultant and are certified M/WBEs will not be allowed to use that status to satisfy the participation requirement. Such firms are still required to propose a percentage of participation using other certified M/WBEs and will be scored based on that percentage.

6. Current and Projected Workload – Indicate ability of staff to manage a project similar to this and indicate, as a percentage, the current/projected workload of current staff. Indicate the total number of firm’s professional, technical and administrative personnel by discipline, location and office responsible for administering the contract.

7. Volume of Work Previously Awarded – The firm shall submit with the Letter of Interest a list of all direct contracts of any type, both active and completed, between the Authority and the firm during the past five (5) years. The list shall have column headings showing the project name, the firm’s project manager, the project fees, the estimated remaining or final budget amount (exclusive of subconsultant fees associated with the project) as of the date of submittal of the Letter of Interest, the percent complete/status, and any comments relative to the project. The object of this criterion is to effect an equitable distribution of contracts among qualified firms



provided such distribution does not violate the principle of selection of the most highly qualified firms. This list does not count against the 5 page limit.

Failure to submit any of the above required information may be cause for rejection of the package as non-responsive.

Each firm will also be evaluated based on past performance on Authority projects only. Items considered will include the quality of work product, whether the project was completed within negotiated fee and the ability of the Authority staff to work with the firm's staff.

**SCORING AND SHORTLISTING:** The Authority's Evaluation Committee will shortlist a minimum of three (3) firms based on its evaluation and scoring of the Letters of Interest. Past performance on Authority projects will also be considered as indicated above. Scores for each category identified above will be determined using a weighted system. Each category has been assigned a weight factor that will be multiplied by a grade to determine the score. The assigned weights to each category are as follows: Technical Experience (8); Proposed Staffing (10); Project Approach (6); Location of Firm (3); M/WBE Utilization (3); Current and Projected Workload (3); Volume of Work Previously Awarded (-2). Grades for each category will be between 0 and 4. Scoring of Past Performance will have a weight of 4 and a grade range between -2 and 2. If the Committee member has no knowledge of the firm or its past performance on Authority projects then the grade shall be zero.

Shortlisting of firms will be based on converting each Committee member's Total Score into a ranking with the highest score ranked first, second highest ranked second, etc. Once converted, the Committee members' rankings for each firm will be entered into a summary sheet. The Total Score recorded on the summary sheet will determine the ranking and shortlisting.

Shortlisted firms will proceed to the next step in the process which includes preparation and submittal of a Technical Proposal and an oral presentation. No changes shall be made in the personnel proposed in the Letter of Interest for the Project Manager and the "key" personnel specifically designated and presently employed by the firm without the written approval of the Authority. The request for approval shall include the reason for the change and a resume of the proposed replacement. The Authority will provide the shortlisted firms with a Scope of Services for use in preparing the Technical Proposal. Each firm will be evaluated and ranked by the Authority's Technical Review Committee based on the Technical Proposal and oral presentation. The highest ranked firm will be presented to the Authority Board for approval and authorization to negotiate fees and expenses.

**CODE OF ETHICS:** All consultants selected to work with the Authority are required to comply with the Authority's Code of Ethics, a copy of which may be viewed on the Authority's web site at [www.cfxway.com](http://www.cfxway.com).

**CONFLICT OF INTEREST:** If selected, the consultant, during the term of its agreement with the Authority, will not be eligible to pursue any advertised construction engineering and inspection projects of the Authority as either a prime or subconsultant where the consultant

participated in the design of the projects. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the design of the projects.

**EQUAL OPPORTUNITY STATEMENT:** The Central Florida Expressway Authority, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure participation by minorities.

**MINORITY/WOMEN/DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION:** Minority/Women/Disadvantaged Business Enterprises will not be discriminated against on the basis of race, color, sex, or national origin in consideration for qualification or an award by the Authority. The Authority has established a 15% participation objective for M/WBE firms for each project.

**NON-SOLICITATION PROVISION:** From the first date of publication of this notice, no person may contact any Authority Board Member, Officer or Employee or any evaluation committee member, with respect to this notice or the services to be provided. All such requests for information shall be made to the Authority Contact Person indicated below. Refer to the lobbying guidelines of the Authority for further information regarding this Non-Solicitation Provision.

**LETTER OF INTEREST RESPONSE DEADLINE:**

November 7, 2014 1:30 p.m., Orlando local time

**AUTHORITY CONTACT PERSON:**

Mr. Robert Johnson  
Manager of Procurement  
Telephone: (407) 690-5372

**LETTER OF INTEREST RESPONSE ADDRESS:**

Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

Re: S.R. 408 Widening from Good Homes Road to Hiawassee Road - Contract No. 001065

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

Claude Miller  
Director of Procurement

## **CONSENT AGENDA ITEM**

**#7**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller  
Director of Procurement

DATE: December 16, 2014

RE: Approval of Final Ranking and Authorization for Fee Negotiations for  
Professional Engineering Consultant Services for  
S.R. 408 Eastern Extension Project Development and Environmental Study  
Contract No. 001064

In accordance with the approved Procurement Policy and Procedures for design professional services consultants, the Procurement Department advertised for Letters of Interest for the referenced project on October 19, 2014. Responses were received from four firms by the November 7, 2014, deadline. Those firms were: Parsons Brinckerhoff; The Corradino Group, Inc.; RS&H, Inc.; Metric Engineering, Inc. The Evaluation Committee voted unanimously to shortlist all four firms.

Technical Proposals were submitted by the firms on December 8, 2014, and transmitted to the members of the Technical Review Committee for review and scoring. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on December 15, 2014. After the oral presentations were completed, the Technical Review Committee convened and prepared its final ranking. The results of that process were as follows:

<u>Ranking</u>	<u>Consultant Firm</u>
1	Metric Engineering, Inc.
2	RS&H, Inc.
3	The Corradino Group, Inc.
4	Parsons Brinckerhoff

Board approval of the final ranking and authorization to enter into fee negotiations with Metric Engineering, Inc., is requested. Once fee negotiations are completed, Board approval of the fee amount and award of a contract will be requested.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Maintenance & Construction  
Laura Kelley, Deputy Executive Director, Finance and Administration  
Glenn Pressimone, Director of Engineering  
Contract File

**LOI-001064 Committee Meeting December 15, 2014 Minutes**

Technical Review Committee for Professional Engineering Consultant Services S.R. 408 Eastern Extension Project Development and Environmental Study; LOI-001064, held a duly noticed meeting on Monday, December 15, 2014, commencing at 1:00p.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

**Committee Members Present:**

Joe Berenis, Executive Deputy Director Engineering, Construction, Operations, and Maintenance  
Ben Dreiling, Director of Construction and Maintenance  
Renzo Natasi, Orange County Representative

**Other Attendees:**

Robert Johnson, Manager of Procurement

**Presentation / Question and Answer:**

Robert Johnson commenced each presentation with a brief overview of the process and introduced the Technical Review Committee. Robert stated that this portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Metric Engineering, Inc.	1:06 – 1:51 p.m.
Parsons Brinckerhoff	2:00 – 2:36 p.m.
RS&H, Inc.	2:53 – 3:30 p.m.
The Corradino Group, Inc.	3:45 – 4:28 p.m.

**Evaluation Portion:**

Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them and their executed Disclosure forms to Robert. Robert Johnson tallied the score sheets utilizing the rankings assigned by each committee member based on the raw scores each Proposer received. Below are the results:

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Metric Engineering, Inc.	03	01
Parsons Brinckerhoff	10	04
RS&H, Inc.	08	02
The Corradino Group, Inc.	09	03

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. The committee agreed that Ben Dreiling would review and approve the minutes on behalf of the committee.

They're being no other business to come before the Committee; the meeting was adjourned at 4:40pm. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Monday, December 15, 2014, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:   
Robert Johnson

Approved by:   
Ben Dreiling

# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY




## FINAL RANKING SUMMARY

Professional Engineering Consultant Services S.R. 408 Eastern Extension Project Development and Environmental Study

CONTRACT NO. 001064

CONSULTANT	Joe Berrinis RANKING	Ben Dreiling RANKING	Renzo Natasi RANKING	TOTAL SCORE	RANKING
Metric Engineering, Inc.	1	1	1	3	1
Parsons Brinckerhoff	4	4	2	10	4
RS&H, Inc.	2	2	4	8	2
The Corradino Group, Inc.	3	3	3	9	3

TECHNICAL REVIEW COMMITTEE MEMBERS:

**Robert Johnson**

---

**From:** Claude Miller  
**Sent:** Thursday, November 13, 2014 8:52 AM  
**To:** Ben Dreiling; Iranetta Dennis; Donald Budnovich; Corey Quinn; renzo.nastasi@ocfl.net  
**Cc:** Robert Johnson  
**Subject:** S.R. 408 Eastern Extension PD&E

The Evaluation Committee has voted unanimously to shortlist all four firms that submitted LOIs (Parsons, Metric, RS&H, and Corradino). Please return the LOI package to Procurement together with the completed Disclosure Form.

Thank you for your service on the Committee.

Claude

**Claude Miller**  
Director of Procurement  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
4974 ORL Tower Road - Orlando, FL 32807  
O: 407-690-5000  
D: 407-690-5371  
[Claude.Miller@CFXway.com](mailto:Claude.Miller@CFXway.com)

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All e-mails to and from the Expressway Authority are kept as a public record.

Your e-mail communications, including your e-mail address may be disclosed to the public and media at any time.

## Claude Miller

---

**From:** Ben Dreiling  
**Sent:** Thursday, November 13, 2014 8:48 AM  
**To:** Claude Miller  
**Subject:** RE: S.R. 408 Eastern Extension PD&E

I agree that all four (4) firms should be shortlisted.

Thanks

Ben

---

**From:** Claude Miller  
**Sent:** Wednesday, November 12, 2014 10:01 AM  
**To:** Ben Dreiling  
**Subject:** S.R. 408 Eastern Extension PD&E

It has been suggested by a Committee member that all four firms that submitted LOIs for the subject project (Parsons, Metric, RS&H, and Corradino) be shortlisted. If Committee members unanimously agree to shortlist all four firms, then scoring of the LOIs and ranking of the firms will not be required since the scores and ranking are not be carried over to the next step in the selection process. If all firms are shortlisted then your service on the Evaluation Committee will be completed and the meeting scheduled for November 19 will not be necessary.

Please respond to this email by either agreeing or disagreeing with the shortlisting of all firms. The decision must be unanimous. I will advise you of the results.

Claude

**Claude Miller**  
Director of Procurement  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
4974 ORL Tower Road - Orlando, FL 32807  
O: 407-690-5000  
D: 407-690-5371  
[Claude.Miller@CFXway.com](mailto:Claude.Miller@CFXway.com)

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All e-mails to and from the Expressway Authority are kept as a public record.

Your e-mail communications, including your e-mail address may be disclosed to the public and media at any time.



## Claude Miller

---

**From:** Iranetta Dennis  
**Sent:** Wednesday, November 12, 2014 10:21 AM  
**To:** Claude Miller  
**Subject:** Re: S.R. 408 Eastern Extension PD&E

I agree with the recommendation to short list firms.

Sent from my iPhone

On Nov 12, 2014, at 10:01 AM, "Claude Miller" <[Claude.Miller@CFXWay.com](mailto:Claude.Miller@CFXWay.com)> wrote:

It has been suggested by a Committee member that all four firms that submitted LOIs for the subject project (Parsons, Metric, RS&H, and Corradino) be shortlisted. If Committee members unanimously agree to shortlist all four firms, then scoring of the LOIs and ranking of the firms will not be required since the scores and ranking are not be carried over to the next step in the selection process. If all firms are shortlisted then your service on the Evaluation Committee will be completed and the meeting scheduled for November 19 will not be necessary.

Please respond to this email by either agreeing or disagreeing with the shortlisting of all firms. The decision must be unanimous. I will advise you of the results.

Claude

**Claude Miller**  
Director of Procurement  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
4974 ORL Tower Road - Orlando, FL 32807  
O: 407-690-5000  
D: 407-690-5371  
[Claude.Miller@CFXway.com](mailto:Claude.Miller@CFXway.com)

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All e-mails to and from the Expressway Authority are kept as a public record. Your e-mail communications, including your e-mail address may be disclosed to the public and media at any time.

## Claude Miller

---

**From:** Donald Budnovich  
**Sent:** Wednesday, November 12, 2014 10:31 AM  
**To:** Claude Miller  
**Subject:** RE: S.R. 408 Eastern Extension PD&E

Claude,

I agree with the shortlisting of all 4 firms.

Thanks,

Donald W. Budnovich, PE  
Resident Engineer  
**Central Florida Expressway Authority**  
Office (407) 690-5334  
Mobile (321) 662-0750

[www.ExpresswayAuthority.com](http://www.ExpresswayAuthority.com)

---

**From:** Claude Miller  
**Sent:** Wednesday, November 12, 2014 10:01 AM  
**To:** Donald Budnovich  
**Subject:** S.R. 408 Eastern Extension PD&E

It has been suggested by a Committee member that all four firms that submitted LOIs for the subject project (Parsons, Metric, RS&H, and Corradino) be shortlisted. If Committee members unanimously agree to shortlist all four firms, then scoring of the LOIs and ranking of the firms will not be required since the scores and ranking are not be carried over to the next step in the selection process. If all firms are shortlisted then your service on the Evaluation Committee will be completed and the meeting scheduled for November 19 will not be necessary.

Please respond to this email by either agreeing or disagreeing with the shortlisting of all firms. The decision must be unanimous. I will advise you of the results.

Claude

**Claude Miller**  
Director of Procurement  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
4974 ORL Tower Road - Orlando, FL 32807  
O: 407-690-5000  
D: 407-690-5371  
[Claude.Miller@CFXway.com](mailto:Claude.Miller@CFXway.com)

## Claude Miller

---

**From:** Corey Quinn  
**Sent:** Wednesday, November 12, 2014 10:16 AM  
**To:** Claude Miller  
**Subject:** RE: S.R. 408 Eastern Extension PD&E

I agree we should shortlist four for this.

**Corey Quinn, P.E.**  
Director of Expressway Operations  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
4974 ORL Tower Road  
Orlando, Florida 32807  
O: 407-690-5000  
D: 407-690-5332  
C: 407-429-9098  
[Corey.Quinn@CFXWay.com](mailto:Corey.Quinn@CFXWay.com)  
[www.ExpresswayAuthority.com](http://www.ExpresswayAuthority.com)

PLEASE NOTE: Florida has a very broad public records law (F. S. 119).  
All e-mails to and from the Expressway Authority are kept as a public record.  
Your e-mail communications, including your e-mail address may be  
disclosed to the public and media at any time.

---

**From:** Claude Miller  
**Sent:** Wednesday, November 12, 2014 10:01 AM  
**To:** Corey Quinn  
**Subject:** S.R. 408 Eastern Extension PD&E

It has been suggested by a Committee member that all four firms that submitted LOIs for the subject project (Parsons, Metric, RS&H, and Corradino) be shortlisted. If Committee members unanimously agree to shortlist all four firms, then scoring of the LOIs and ranking of the firms will not be required since the scores and ranking are not be carried over to the next step in the selection process. If all firms are shortlisted then your service on the Evaluation Committee will be completed and the meeting scheduled for November 19 will not be necessary.

Please respond to this email by either agreeing or disagreeing with the shortlisting of all firms. The decision must be unanimous. I will advise you of the results.

Claude

**Claude Miller**  
Director of Procurement  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
4974 ORL Tower Road - Orlando, FL 32807  
O: 407-690-5000  
D: 407-690-5371  
[Claude.Miller@CFXway.com](mailto:Claude.Miller@CFXway.com)

## Claude Miller

---

**From:** Renzo.Nastasi@ocfl.net  
**Sent:** Wednesday, November 12, 2014 1:07 PM  
**To:** Claude Miller  
**Subject:** RE: S.R. 408 Eastern Extension PD&E

Claude,

I don't have any objection to short listing all the firms.

R

---

**From:** Claude Miller [mailto:Claude.Miller@CFXWay.com]  
**Sent:** Wednesday, November 12, 2014 10:05 AM  
**To:** Nastasi, Renzo  
**Subject:** S.R. 408 Eastern Extension PD&E

It has been suggested by a Committee member that all four firms that submitted LOIs for the subject project (Parsons, Metric, RS&H, and Corradino) be shortlisted. If Committee members unanimously agree to shortlist all four firms, then scoring of the LOIs and ranking of the firms will not be required since the scores and ranking are not be carried over to the next step in the selection process. If all firms are shortlisted then your service on the Evaluation Committee will be completed and the meeting scheduled for November 19 will not be necessary.

Please respond to this email by either agreeing or disagreeing with the shortlisting of all firms. The decision must be unanimous. I will advise you of the results.

Renzo, if you have any questions about this please give me a call. We have done this on previous projects.

Claude

**Claude Miller**  
Director of Procurement  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
4974 ORL Tower Road - Orlando, FL 32807  
O: 407-690-5000  
D: 407-690-5371  
[Claude.Miller@CFXway.com](mailto:Claude.Miller@CFXway.com)

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All e-mails to and from the Expressway Authority are kept as a public record.

Your e-mail communications, including your e-mail address may be disclosed to the public and media at any time.

**NOTICE TO PROFESSIONAL ENGINEERING CONSULTANTS  
REQUEST FOR LETTERS OF INTEREST FOR  
PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR  
S.R. 408 EASTERN EXTENSION PROJECT DEVELOPMENT AND  
ENVIRONMENTAL STUDY  
CONTRACT NO. 001064**

The Central Florida Expressway Authority requires the services of a Professional Engineering Consultant in connection with Contract No. 001064, S.R. 408 Eastern Extension Project Development and Environmental Study in Orange County, Florida.

Shortlist consideration will be given to only those firms who are qualified pursuant to law, and as determined by the Authority, based on information provided by the firms, and who have been pre-qualified by FDOT to perform, as a minimum, the indicated Major Types of Work.

**MAJOR TYPES OF WORK:** As a minimum, the consultant shall be prequalified by FDOT in the following work groups: 2.0 Project Development and Environmental Studies, and 13.5 Subarea/Corridor Planning.

**ADDITIONAL TYPES OF WORK REQUIRED:** The consultant shall also be prequalified on its own or through Authority-approved subconsultants, in the following work types: 3.3 Controlled Access Highway Design, 4.2 Major Bridge Design, 6.1 Traffic Engineering Studies,

**DESCRIPTION:** The required services shall be provided in accordance with the most recent version of the Florida Department of Transportation, Project Development and Environment (PD&E) Manual. The consultant shall perform those services required for PD&E studies, including consideration of all transportation, social, economic, and environmental effects; prepare the required environmental documents, engineering reports and preliminary plans; and provide the necessary public involvement services including a public hearing, required for the preparation of a State Environmental Impact Report (SEIR).

The limits of the PD&E Study will extend along the S.R. 50 corridor approximately 7.5 miles from the current eastern terminus of S.R. 408 at S.R. 50 to the intersection of S.R. 50 and S.R. 520. The entire study area is located within Orange County.

A copy of the Concept Development & Evaluation Report for the S.R. 408 Extension prepared in July 2008 is available for download at

<https://www.cfxway.com/TravelersExpressways/Expressways/PlansStudiesFutureExpressways/Archived/ConceptStudies/tabid/188/Category/118/sr-408-eastern-extension.aspx>.

**CONFLICT OF INTEREST:** If selected, the firm and its subconsultant(s) shall not enter into any other contract with the Authority during the term of this contract which would create or involve a conflict of interest with the services to be provided.

**LETTERS OF INTEREST SUBMITTAL REQUIREMENTS:** Consultants wishing to be considered shall submit six (6) sets of a Letter of Interest package utilizing Times New Roman font, 12 pitch, single spacing and one (1) compact disk with an electronic version in pdf format with a resolution of 300 dots per inch (dpi). The Letter of Interest shall be a maximum of five (5) pages (8½” x 11”), excluding resumes and attachments identified below. The responses shall address the following:

1. Technical Experience – Demonstrate that the firm and any proposed subconsultants have the ability to perform the work effort required by the Authority. Submit details of specific experience for at least three (3) projects similar to those described above completed by the firm’s Project Manager and other key project team members including the name of client contact person, telephone number, and physical address;
2. Proposed Staffing – Ability, quality, experience, location and cooperativeness of the proposed individuals of the firm and proposed subconsultants to perform the required services. Detailed resumes of the firm’s proposed Project Manager and other “key” personnel specifically designated and presently employed by the firm who will be assigned to the project, as well as resumes of subconsultants that may be involved in key roles, shall be provided. The firm’s Project Manager shall have at least five (5) years of experience on PD&E projects. Resumes do not count against the 5 page limit;
3. Project Approach - Provide a narrative describing the firm’s approach to delivering the required services. In addition to the narrative, provide a proposed project organization chart including subconsultant personnel and a matrix summarizing proposed personnel experience on similar projects including registrations/certifications. The chart and matrix do not count against the 5 page limit;
4. Location of the Firm – To receive the maximum number of points, the firm’s local office shall also serve as the firm’s corporate headquarters. Identify which situation describes the location of the firm’s corporate headquarters: 1) A local corporate headquarters serving as the local office; 2) A sub-local corporate headquarters with a local office; 3) An out of state corporate headquarters with a local office; 4) An out of state corporate headquarters with a sub-local office; 5) No offices within the state. Local is defined as within a 30-mile radius of the Authority’s Headquarters Building. Sub-local is defined as within the state of Florida, but outside a 30-mile radius of the Authority’s Headquarters Building.
5. M/WBE Utilization – Demonstrate the firm’s good faith effort to meet the participation objective for this project which is 15%. Firms that are submitting as the “prime” consultant and are certified M/WBEs will not be allowed to use that status to satisfy the participation requirement. Such firms are still required to propose a percentage of participation using other certified M/WBEs and will be scored based on that percentage.
6. Current and Projected Workload – Indicate ability of staff to manage a PD&E project and indicate, as a percentage, the current/projected workload of current staff. Indicate the total number of firm’s professional, technical and administrative personnel by discipline, location and office responsible for administering the contract.

7. Volume of Work Previously Awarded – The firm shall submit with the Letter of Interest a list of all direct contracts of any type, both active and completed, between the Authority and the firm during the past five (5) years. The list shall have column headings showing the project name, the firm's Project Manager, the project fees, the estimated remaining or final budget amount (exclusive of subconsultant fees associated with the project) as of the date of submittal of the Letter of Interest, the percent complete/status, and any comments relative to the project. The object of this criterion is to effect an equitable distribution of contracts among qualified firms provided such distribution does not violate the principle of selection of the most highly qualified firms. This list does not count against the 5 page limit.

Failure to submit any of the above required information may be cause for rejection of the package as non-responsive.

Each firm will also be evaluated based on past performance on Authority projects only. Items considered will include the quality of work product, whether the project was completed within negotiated fee and the ability of the Authority staff to work with the firm's staff.

**SCORING AND SHORTLISTING:** The Authority's Evaluation Committee will shortlist a minimum of three (3) firms based on its evaluation and scoring of the Letters of Interest. Past performance on Authority projects will also be considered as indicated above. Scores for each category identified above will be determined using a weighted system. Each category has been assigned a weight factor that will be multiplied by a grade to determine the score. The assigned weights to each category are as follows: Technical Experience (8); Proposed Staffing (10); Project Approach (6); Location of Firm (3); M/WBE Utilization (3); Current and Projected Workload (3); Volume of Work Previously Awarded (-2). Grades for each category will be between 0 and 4. Scoring of Past Performance will have a weight of 4 and a grade range between -2 and 2. If the Committee member has no knowledge of the firm or its past performance on Authority projects then the grade shall be zero.

Shortlisting of firms will be based on converting each Committee member's Total Score into a ranking with the highest score ranked first, second highest ranked second, etc. Once converted, the Committee members' rankings for each firm will be entered into a summary sheet. The Total Score recorded on the summary sheet will determine the ranking and shortlisting.

Shortlisted firms will proceed to the next step in the process which includes preparation and submittal of a Technical Proposal and an oral presentation. No changes shall be made in the personnel proposed in the Letter of Interest for the Project Manager and the "key" personnel specifically designated and presently employed by the firm without the written approval of the Authority. The request for approval shall include the reason for the change and a resume of the proposed replacement. The Authority will provide the shortlisted firms with a Scope of Services for use in preparing the Technical Proposal. Each firm will be evaluated and ranked by the Authority's Technical Review Committee based on the Technical Proposal and oral presentation. The highest ranked firm will be presented to the Authority Board for approval and authorization to negotiate fees and expenses.

**CODE OF ETHICS:** All consultants selected to work with the Authority are required to comply with the Authority's Code of Ethics, a copy of which may be viewed on the Authority's web site at [www.cfxway.com](http://www.cfxway.com).

**EQUAL OPPORTUNITY STATEMENT:** The Central Florida Expressway Authority, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure participation by minorities.

**MINORITY/WOMEN/DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION:** Minority/Women/Disadvantaged Business Enterprises will not be discriminated against on the basis of race, color, sex, or national origin in consideration for qualification or an award by the Authority. The Authority has established a 15% participation objective for M/WBE firms for each project.

**NON-SOLICITATION PROVISION:** From the first date of publication of this notice, no person may contact any Authority Board Member, Officer or Employee or any evaluation committee member, with respect to this notice or the services to be provided. All such requests for information shall be made to the Authority Contact Person indicated below. Refer to the lobbying guidelines of the Authority for further information regarding this Non-Solicitation Provision.

**LETTER OF INTEREST RESPONSE DEADLINE:**

November 7, 2014 1:30 p.m., Orlando local time

**AUTHORITY CONTACT PERSON:**

Mr. Robert Johnson  
Manager of Procurement  
Telephone: (407) 690-5372

**LETTER OF INTEREST RESPONSE ADDRESS:**

Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

Re: S.R. 408 Eastern Extension PD&E - Contract No. 001064

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

Claude Miller  
Director of Procurement



## **CONSENT AGENDA ITEM**

**#8**



*Founded 1910*

## MEMORANDUM

TO: Central Florida Expressway  
Authority Board Members

CLIENT-MATTER NO.: 19125.0082

FROM: David A. Shontz

DATE: December 16, 2014

RE: State Road 429 Wekiva Parkway, Project 429-204, Parcel Resolutions

---

Shutts & Bowen LLP, as right-of-way counsel, submits the attached Resolutions and requests the Board approve the adoption of these Resolutions for the acquisition of Parcels 237, 238, 240, 241, 242 (Parts A and B), 250 (Parts A and B), 251, 252 (Parts A and B), 253, 255, 258, 259, 260, 262, 264, 265, 278, 280, 301, 304 (Parts A and B), and 305 (Parts A and B) for the construction of State Road 429 Wekiva Parkway Project 429-204.

### DESCRIPTION AND BACKGROUND:

The Resolutions are being sought in accordance with applicable Florida law governing eminent domain and property acquisition procedures. Additionally, the Resolutions are being sought as a step in the process of property acquisition consistent with the requirements of the CFX Property Acquisition and Disposition Procedures Manual.

Acquisition of the following parcels is necessary for the construction of the State Road 429 Wekiva Parkway Project 429-204:

1. Parcel 237 is a fee simple acquisition of 2.345 acres, more or less, from property located at the southeast terminus of Paulette Street in Orange County, Florida;
2. Parcel 238 is a fee simple acquisition of 1.500 acres, more or less, from property located at the northeast terminus of Paulette Street in Orange County, Florida;
3. Parcel 240 is a fee simple acquisition of 1.479 acres, more or less, from property located on the south side of Ondich Road and west of Plymouth Sorrento Road in Orange County, Florida;

4. Parcel 241 is a fee simple acquisition of 20.112 acres, more or less, from property located on the south side of Ondich Road and west of Plymouth Sorrento Road in Orange County, Florida;

5. Parcel 242 (Part A) is a fee simple acquisition of 4.170 acres, more or less, and Parcel 242 (Part B) is a fee simple acquisition of 12,175 square feet, more or less, from property located on the south side of Ondich Road and west of Plymouth Sorrento Road in Orange County, Florida;

6. Parcel 250 (Part A) is a fee simple acquisition of 1.242 acres, more or less, and Parcel 250 (Part B) is a fee simple acquisition of 12,021 square feet, more or less, from property located on the north side of Ondich Road and west of Plymouth Sorrento Road in Orange County, Florida;

7. Parcel 251 is a fee simple acquisition of 0.760 acres, more or less, comprising a whole taking of property located on the north side of Ondich Road and west of Plymouth Sorrento Road in Orange County, Florida;

8. Parcel 252 (Part A) is a fee simple acquisition of 0.697 acres, more or less, and Parcel 252 (Part B) is a fee simple acquisition of 1,600 square feet, more or less, from property located to the north of Ondich Road and west of Plymouth Sorrento Road in Orange County, Florida;

9. Parcel 253 is a fee simple acquisition of 7.959 acres, more or less, from property located to the north of Ondich Road and west of Plymouth Sorrento Road in Orange County, Florida;

10. Parcel 255 is a fee simple acquisition of 2.435 acres, more or less, comprising a whole taking of property located on the north side of Ondich Road and west of Plymouth Sorrento Road in Orange County, Florida;

11. Parcel 258 is a fee simple acquisition of 2.003 acres, more or less, comprising a whole taking of property located on the northwest corner of the intersection of Ondich Road and Plymouth Sorrento Road in Orange County, Florida;

12. Parcel 259 is a fee simple acquisition of 2.443 acres, more or less, comprising a whole taking of property located on the west side of Plymouth Sorrento Road and north of Ondich Road in Orange County, Florida;

13. Parcel 260 is a fee simple acquisition of 2.441 acres, more or less, comprising a whole taking of property located on the west side of Plymouth Sorrento Road and north of Ondich Road in Orange County, Florida;

14. Parcel 262 is a fee simple acquisition of 4.786 acres, more or less, comprising a whole taking of property located on the west side of Plymouth Sorrento Road and north of Ondich Road in Orange County, Florida;

15. Parcel 264 consists of 2.502 acres, more or less, which previously was acquired in

fee simple by CFX. The Resolution seeks to extinguish any easements remaining on the property located on the west side of Plymouth Sorrento Road and north of Ondich Road in Orange County, Florida;

16. Parcel 265 consists of 2.498 acres, more or less, which previously was acquired in fee simple by CFX. The Resolution seeks to extinguish any easements remaining on the property located on the west side of Plymouth Sorrento Road and north of Ondich Road in Orange County, Florida;

17. Parcel 278 is a fee simple acquisition of 2.843 acres, more or less, from property located on the south side of Boch Road and east of Plymouth Sorrento Road in Orange County, Florida;

18. Parcel 280 is a fee simple acquisition of 10.975 acres, more or less, from property located between Boch Road and Haas Road and east of Plymouth Sorrento Road in Orange County, Florida;

19. Parcel 301 is a fee simple acquisition of 25.147 acres, more or less, from property located west of Plymouth Sorrento Road and north of Ondich Road in Orange County, Florida;

20. Parcel 304 (Part A) is the fee simple acquisition of 1.613 acres, more or less, and Parcel 304 (Part B) is the fee simple acquisition of 6,119 square feet, more or less, from property located south of the Lake County/Orange County line in Orange County, Florida; and

21. Parcel 305 (Part A) is the fee simple acquisition of 1,548 square feet, more or less, and Parcel 305 (Part B) is the fee simple acquisition of 9,261 square feet, more or less, from property located south of the Lake County/Orange County line in Orange County, Florida.

#### **REQUESTED ACTION:**

Right-of-way counsel respectfully requests the Board adopt the attached Resolutions to allow acquisition of Parcels 237, 238, 240, 241, 242 (Parts A and B), 250 (Parts A and B), 251, 252 (Parts A and B), 253, 255, 258, 259, 260, 262, 264, 265, 278, 280, 301, 304 (Parts A and B), and 305 (Parts A and B) for the construction of State Road 429 Wekiva Parkway Project 429-204.

#### **ATTACHMENTS:**

Resolution for Parcel 237;  
Resolution for Parcel 238;  
Resolution for Parcel 240;  
Resolution for Parcel 241;  
Resolution for Parcel 242 (Parts A and B);  
Resolution for Parcel 250 (Parts A and B);  
Resolution for Parcel 251;  
Resolution for Parcel 252 (Parts A and B);  
Resolution for Parcel 253;

Resolution for Parcel 255;  
Resolution for Parcel 258;  
Resolution for Parcel 259;  
Resolution for Parcel 260;  
Resolution for Parcel 262;  
Resolution for Parcel 264;  
Resolution for Parcel 265;  
Resolution for Parcel 278;  
Resolution for Parcel 280;  
Resolution for Parcel 301;  
Resolution for Parcel 304 (Parts A and B); and  
Resolution for Parcel 305 (Parts A and B)

ORLDOCS 13771046 1

## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality;

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770262 1

## LEGAL DESCRIPTION

PARCEL 237

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF LOT 12, EMERY SMITH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 22 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6176, PAGE 1203, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 4"x4" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 00°21'57" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2089.57 FEET TO A POINT ON THE SOUTH LINE OF SAID EMERY SMITH SUBDIVISION; THENCE DEPARTING SAID WEST LINE NORTH 89°17'11" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 262.37 FEET TO THE POINT OF BEGINNING AND A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 10°18'13" EAST, NORTHEASTERLY 389.55 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5,653.17 FEET, A CENTRAL ANGLE OF 03°56'53" AND A CHORD BEARING NORTH 12°16'39" EAST TO A POINT ON THE NORTH LINE OF SAID LOT 12; THENCE NORTH 89°19'11" EAST ALONG SAID NORTH LINE, A DISTANCE OF 225.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 00°02'23" EAST ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 379.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12 AND SAID SOUTH LINE OF EMERY SMITH SUBDIVISION; THENCE SOUTH 89°17'11" WEST ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 308.49 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.345 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

OR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM	DATE: 3/18/14	<b>URS</b> URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

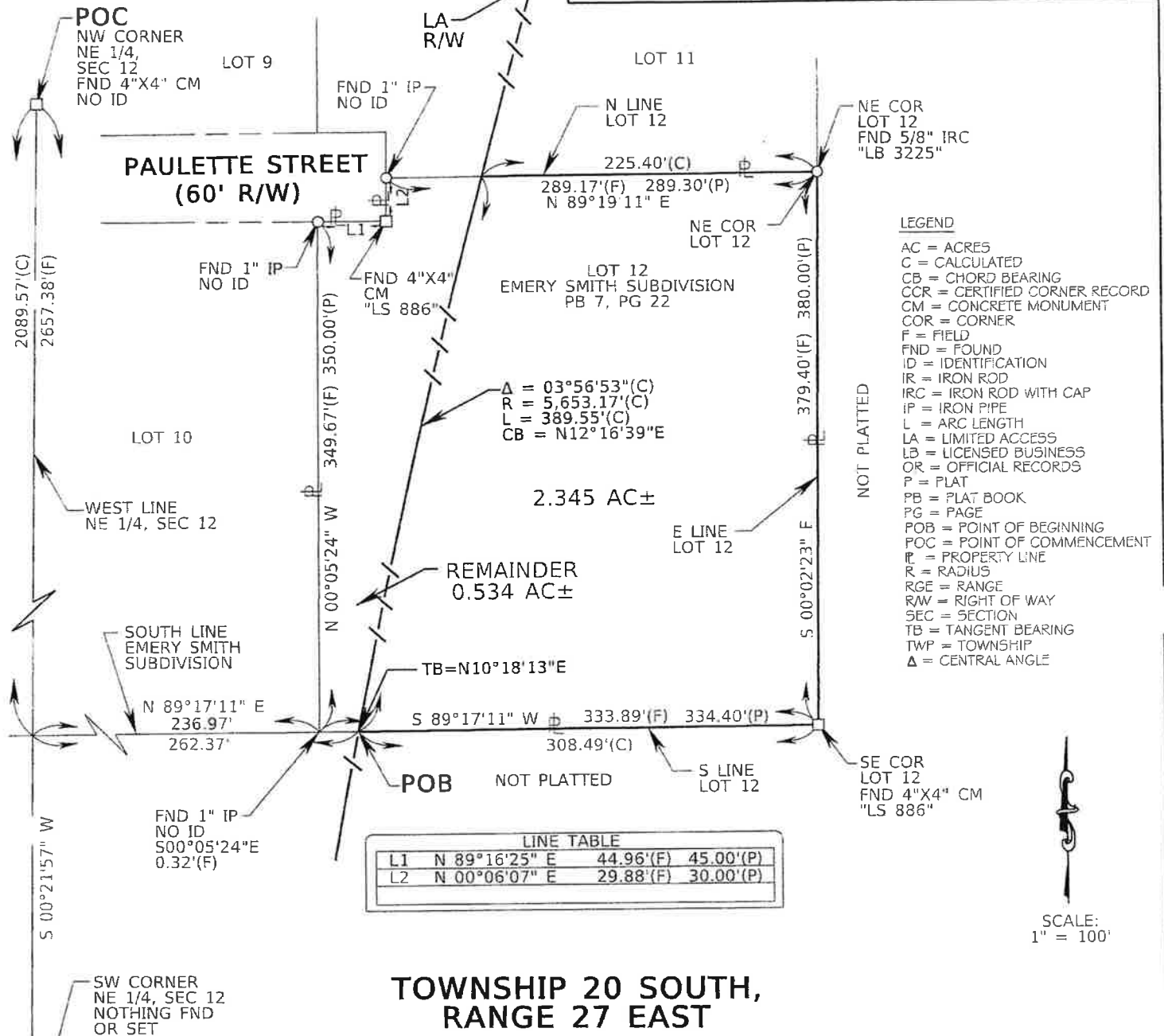


# SKETCH OF DESCRIPTION

PARCEL: 237

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE



## GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 00°21'57" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 19, 2012, FILE NO. 2037-2856892 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OCEA PROJECT NO: 429-204

SHEET: 2 OF 2

## **RESOLUTION**

**WHEREAS,** the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the “AUTHORITY”) pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the “SYSTEM”), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS,** the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS,** in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS,** the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule “A,” and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule “A” be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule “A;” and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770267 1

## LEGAL DESCRIPTION

PARCEL 238

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF LOT 11, EMERY SMITH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 22 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5465, PAGE 127, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 4"X4" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 00°21'57" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1,329.94 FEET TO A POINT ON THE NORTH LINE OF SAID EMERY SMITH SUBDIVISION; THENCE DEPARTING SAID WEST LINE NORTH 89°18'22" EAST ALONG SAID NORTH LINE, A DISTANCE OF 452.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°18'22" EAST ALONG SAID NORTH LINE, A DISTANCE OF 113.23 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 00°02'23" EAST ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 379.95 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 89°19'11" WEST ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 225.40 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 14°15'06" EAST, NORTHEASTERLY 166.60 FEET ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5,653.17 FEET, A CENTRAL ANGLE OF 01°41'19" AND A CHORD BEARING OF NORTH 15°05'45" EAST TO THE POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY 230.83 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 4,987.67 FEET, A CENTRAL ANGLE OF 02°39'06" AND A CHORD BEARING OF NORTH 17°15'58" EAST TO A POINT ON THE NORTH LINE OF SAID LOT 11 AND SAID NORTH LINE OF EMERY SMITH SUBDIVISION AND THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.500 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

3/25/14  
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

DR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

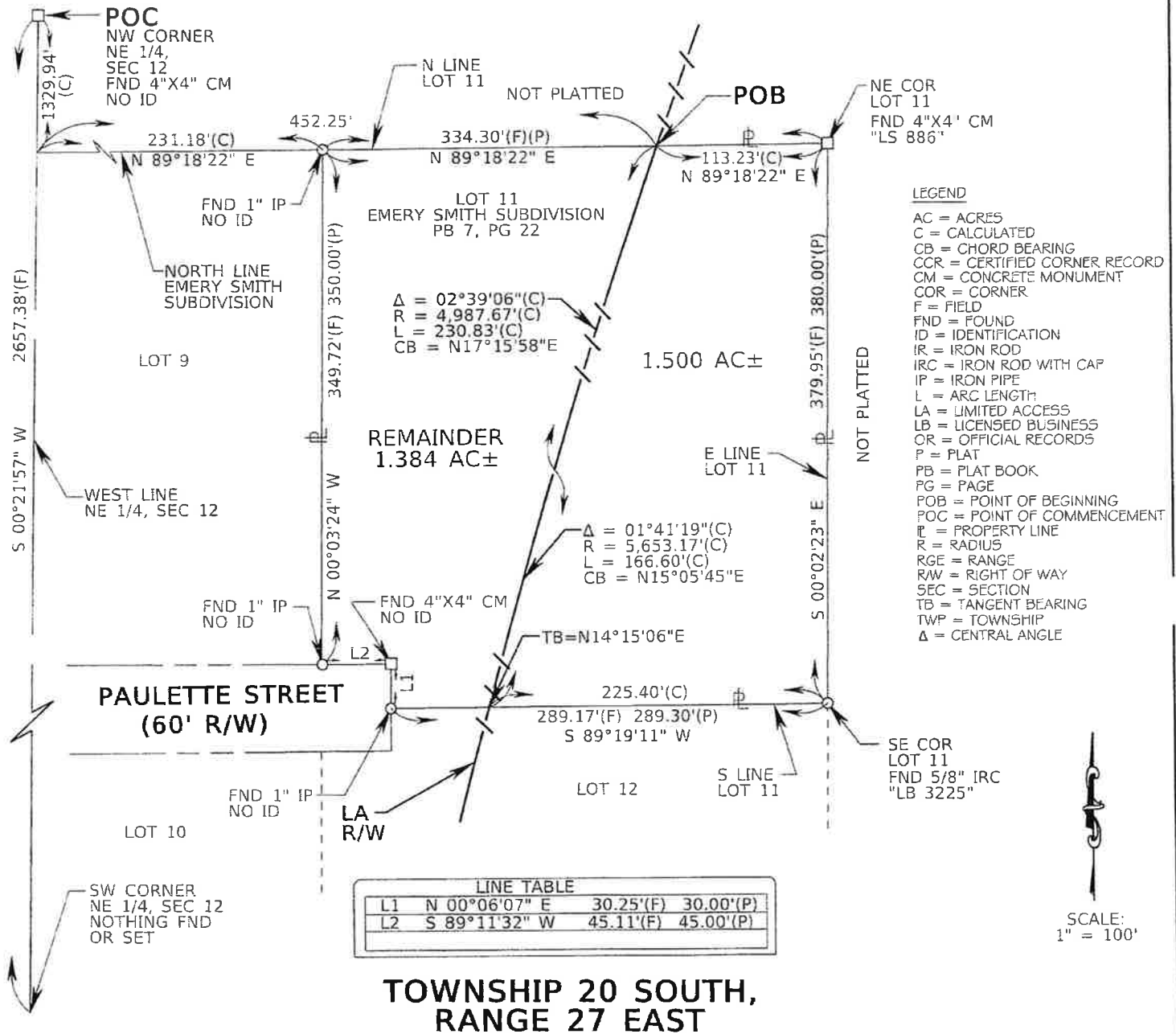
SHEET: 1 OF 2

# SKETCH OF DESCRIPTION

PARCEL: 238

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE



## GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 00°21'57" WEST.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
- ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 19, 2012, FILE NO. 2037-2856918 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 2 OF 2

## **RESOLUTION**

**WHEREAS,** the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS,** the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS,** in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS,** the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770282 1

## LEGAL DESCRIPTION

PARCEL 240

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3147, PAGE 1623 AND BOOK 9482, PAGE 2623, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH 89°21'11" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 2016.03 FEET; THENCE SOUTH 00°21'28" WEST AND DEPARTING SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF ONDICH ROAD AND A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND BEING THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5576, PAGE 4295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 00°21'28" WEST AND DEPARTING SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID WEST LINE, A DISTANCE OF 734.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°21'28" WEST ALONG SAID WEST LINE, A DISTANCE OF 565.31 FEET TO A POINT ON THE NORTHERN BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7706, PAGE 188 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°17'05" WEST ALONG SAID NORTHERN BOUNDARY, A DISTANCE OF 106.56 FEET TO THE NORTHEAST CORNER OF EMERY SMITH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 22 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°18'22" WEST ALONG THE NORTH LINE OF SAID EMERY SMITH SUBDIVISION, A DISTANCE OF 113.23 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 18°35'31" EAST, NORTHEASTERLY 350.37 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 4987.67 FEET, A CENTRAL ANGLE OF 04°01'30" AND A CHORD BEARING OF NORTH 20°36'16" EAST TO A POINT OF TANGENCY; THENCE NORTH 22°37'00" EAST, A DISTANCE OF 260.12 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.479 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

3/25/14

DR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 2



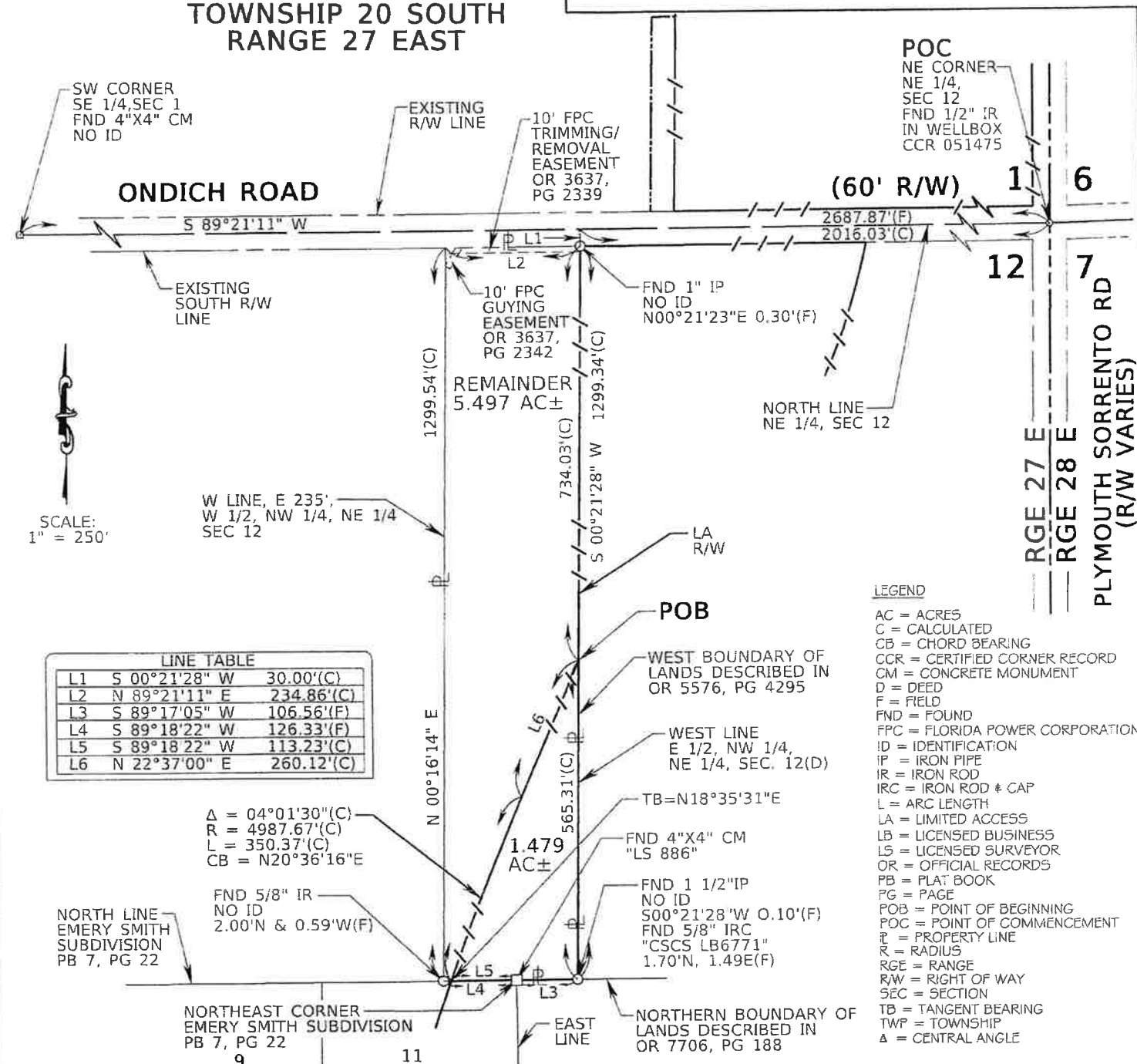
# SKETCH OF DESCRIPTION

PARCEL 240

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## TOWNSHIP 20 SOUTH RANGE 27 EAST



### GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
- ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 19, 2012, FILE NO. 2037-2856936 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

SHEET: 2 OF 2

## **RESOLUTION**

**WHEREAS,** the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the “AUTHORITY”) pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the “SYSTEM”), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS,** the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS,** in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS,** the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule “A,” and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule “A” be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule “A;” and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770286 1

## LEGAL DESCRIPTION

PARCEL 241

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

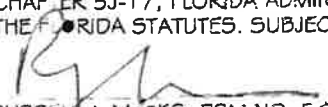
THAT PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5576, PAGE 4295 AND BOOK 5576, PAGE 4297, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE, SOUTH 89°21'11" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4, A DISTANCE OF 1341.45 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°21'32" WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF ONDICH ROAD TO THE POINT OF BEGINNING, ALSO BEING THE EAST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12; THENCE, DEPARTING SAID EXISTING SOUTH LINE, CONTINUE SOUTH 00°21'32" WEST ALONG SAID EAST LINE, A DISTANCE OF 1298.54 FEET; THENCE, DEPARTING SAID EAST LINE, SOUTH 89°17'05" WEST A DISTANCE OF 674.56 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12; THENCE, NORTH 00°21'28" EAST ALONG SAID WEST LINE, A DISTANCE OF 1299.34 FEET TO A POINT ON SAID EXISTING SOUTH RIGHT OF WAY LINE; THENCE, DEPARTING SAID WEST LINE, NORTH 89°21'11" EAST ALONG SAID EXISTING SOUTH LINE, A DISTANCE OF 674.58 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 20.112 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

9/4/2014  
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

OR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 9/03/14	<b>URS</b> URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

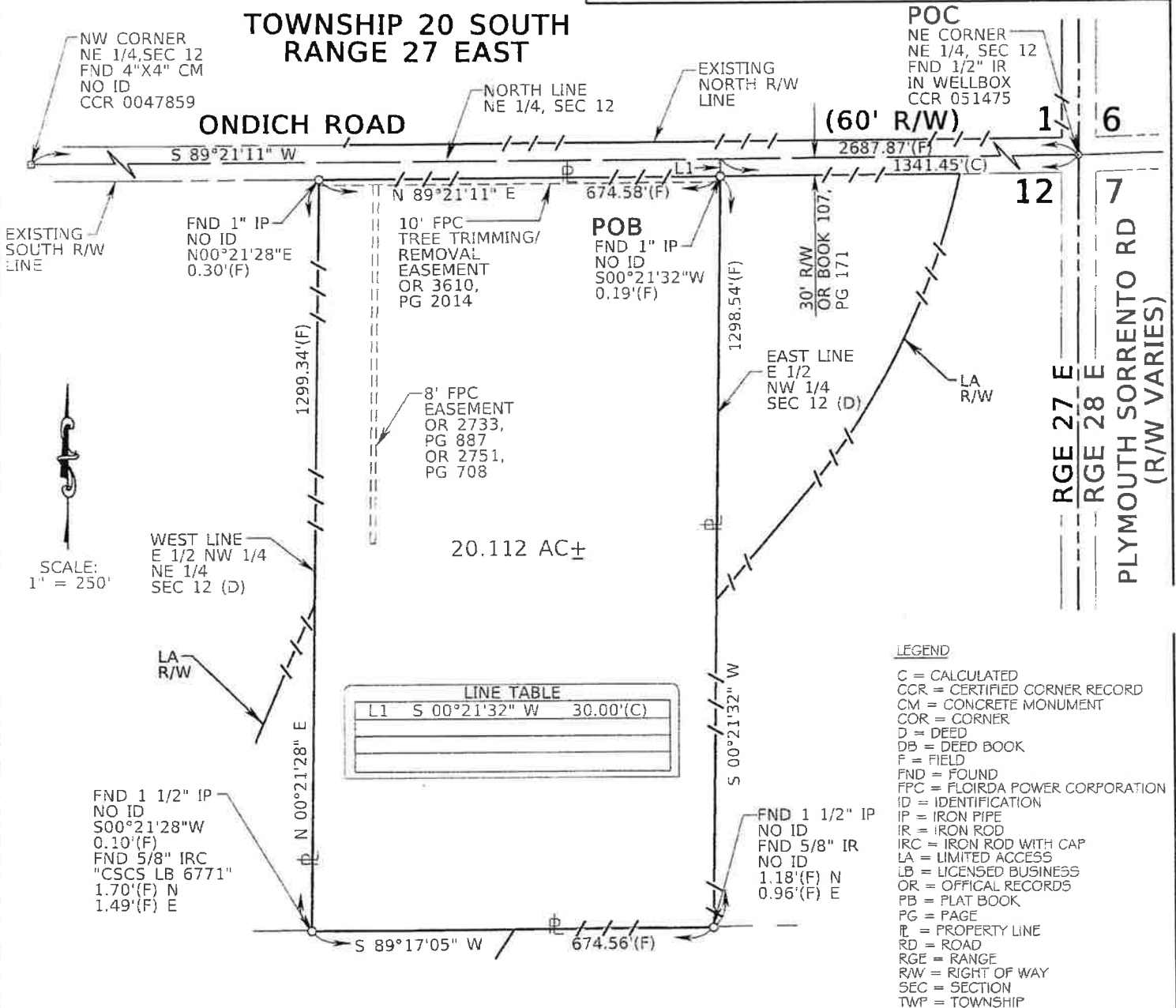
# SKETCH OF DESCRIPTION

PARCEL 241

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## TOWNSHIP 20 SOUTH RANGE 27 EAST



### GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
- ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 5, 2012, FILE NO. 2037-2856961 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 9/03/14

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 2 OF 2

## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770314 1

## LEGAL DESCRIPTION

PARCEL 242

PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

### PART A

THAT PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20, SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 07417, PAGE 0819, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH 89°21'11" WEST ALONG THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 1341.45 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°21'33" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ONDICH ROAD AND A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 12, SAID POINT ALSO BEING ON THE EAST BOUNDARY OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5576, PAGE 4295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°21'33" WEST ALONG SAID WEST LINE, A DISTANCE OF 732.21 FEET; THENCE DEPARTING SAID WEST LINE NORTH 39°34'28" EAST, A DISTANCE OF 218.87 FEET POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,294.00 FEET, A CENTRAL ANGLE OF 28°09'01" AND A CHORD BEARING OF NORTH 25°29'58" EAST TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF ONDICH ROAD; THENCE SOUTH 89°21'11" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 405.82 FEET TO THE POINT OF BEGINNING

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 4.170 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

RUSSELL J. MARKS, PSM NO. 5623

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

10/16/2014

DATE

DR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 10/08/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 3



## LEGAL DESCRIPTION

PARCEL 242

PURPOSE: RIGHT OF WAY

ESTATE: FEE SIMPLE

### PART B

THAT PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20, SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 07417, PAGE 0819, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH 89°21'11" WEST ALONG THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 1341.45 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°21'33" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ONDICH ROAD AND A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 12 AND THE POINT OF BEGINNING; THENCE NORTH 89°21'11" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 405.82 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE NORTH 00°21'33" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 12; THENCE SOUTH 89°21'11" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 405.82 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°21'33" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,175 SQUARE FEET MORE OR LESS.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 10/08/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

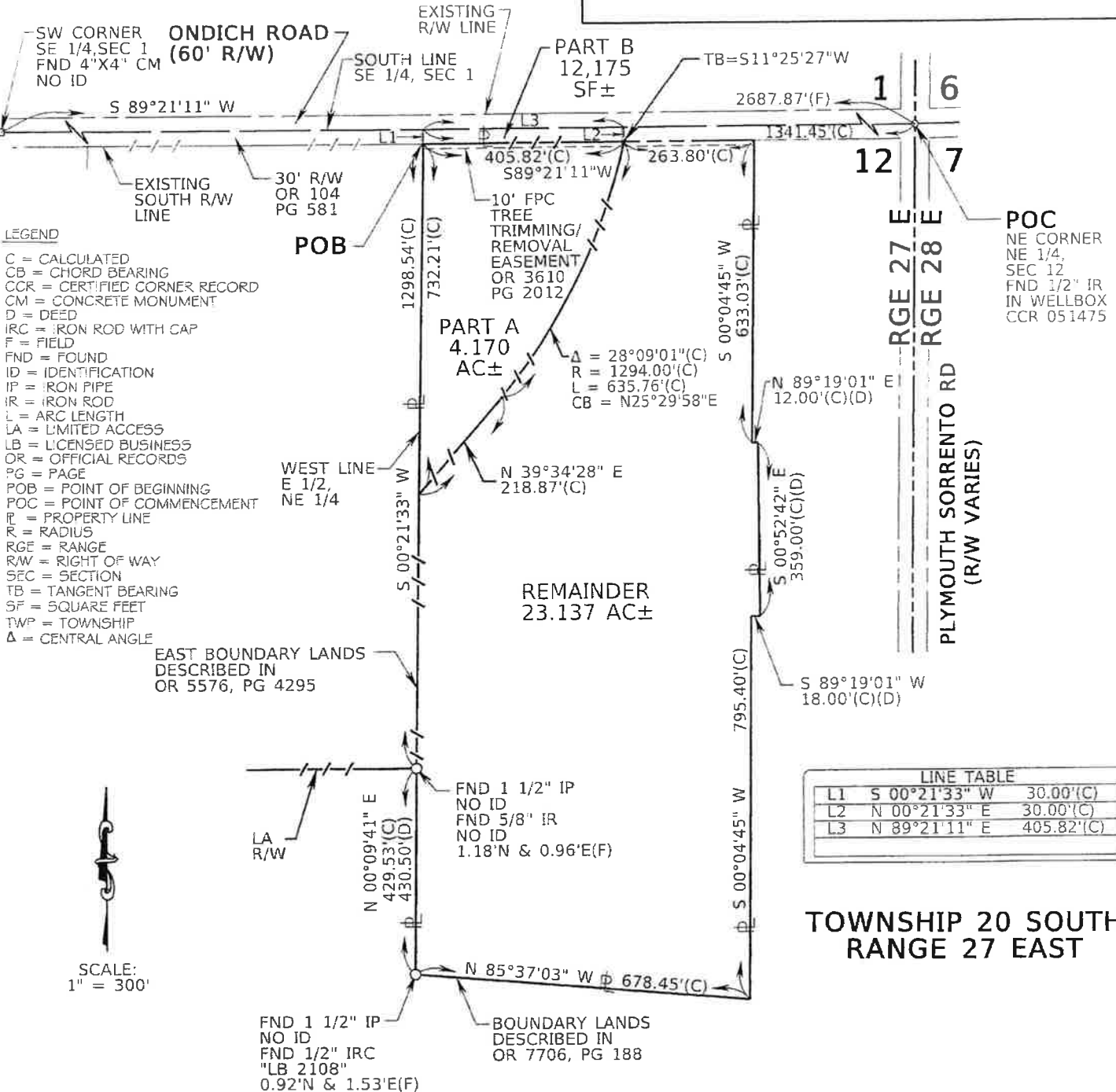
SHEET: 2 OF 3

# SKETCH OF DESCRIPTION

PARCEL: 242

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE



## GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
- ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 9, 2014, FILE NO. 4850286 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 10/08/14

**URS**

URS CORPORATION  
 315 E. ROBINSON STREET  
 SUITE 245  
 ORLANDO, FL 32801-1949  
 PH (407) 422-0353  
 LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

SHEET: 3 OF 3

## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A," and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770316 1

## LEGAL DESCRIPTION

PARCEL 250

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

### PART A:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4041, PAGE 3587 AND OFFICIAL RECORDS BOOK 5274, PAGE 2897, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 4"x4" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE NORTH 89°21'11" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 833.86 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°17'04" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF ONDICH ROAD AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EXISTING NORTH RIGHT OF WAY LINE NORTH 00°17'04" EAST, A DISTANCE OF 300.58 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3778 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 89°18'06" EAST ALONG SAID NORTH LINE AND SOUTHERLY BOUNDARY, A DISTANCE OF 180.03 FEET TO A POINT ON THE EAST LINE OF THE WEST 110 FEET OF THE EAST 440 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8432, PAGE 4446 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°17'04" WEST ALONG SAID EAST LINE AND WESTERLY BOUNDARY, A DISTANCE OF 300.74 FEET TO A POINT ON SAID EXISTING NORTH RIGHT OF WAY LINE; THENCE SOUTH 89°21'11" WEST ALONG SAID EXISTING NORTH RIGHT OF WAY LINE, A DISTANCE OF 180.03 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.242 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

2/17/2014

DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 2/11/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 3

## LEGAL DESCRIPTION

PARCEL 250

PURPOSE: RIGHT OF WAY

ESTATE: FEE SIMPLE

### PART B:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4041, PAGE 3587, AND OFFICIAL RECORDS BOOK 5274, PAGE 2897, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 4"X4" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE NORTH 89°21'11" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 833.86 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°17'04" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF ONDICH ROAD AND THE POINT OF BEGINNING, THENCE SOUTH 89°21'11" WEST ALONG SAID EXISTING NORTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF THE WEST 116 FEET OF THE EAST 550 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, THENCE DEPARTING SAID EXISTING NORTH RIGHT OF WAY LINE NORTH 00°17'04" EAST ALONG SAID WEST LINE, A DISTANCE OF 300.54 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3778 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 89°18'06" EAST ALONG SAID NORTH LINE AND SOUTHERLY BOUNDARY, A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHERLY BOUNDARY SOUTH 00°17'04" WEST, A DISTANCE OF 300.58 FEET TO A POINT ON SAID EXISTING NORTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

CONTAINING 12,021 SQUARE FEET MORE OR LESS

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 2/11/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 2 OF 3

SHEET: 3 OF 3

## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the “AUTHORITY”) pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the “SYSTEM”), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule “A,” and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule “A” be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule “A;” and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other



property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770319 1

## LEGAL DESCRIPTION

PARCEL 251

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7844, PAGE 4027 AND BOOK 8432, PAGE 4446, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE WEST 110 FEET OF THE EAST 330 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS THE SOUTH 30 FEET FOR ROAD RIGHT-OF-WAY."

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.760 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

12/18/13  
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 2

# SKETCH OF DESCRIPTION

PARCEL 251

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## TOWNSHIP 20 SOUTH, RANGE 27 EAST

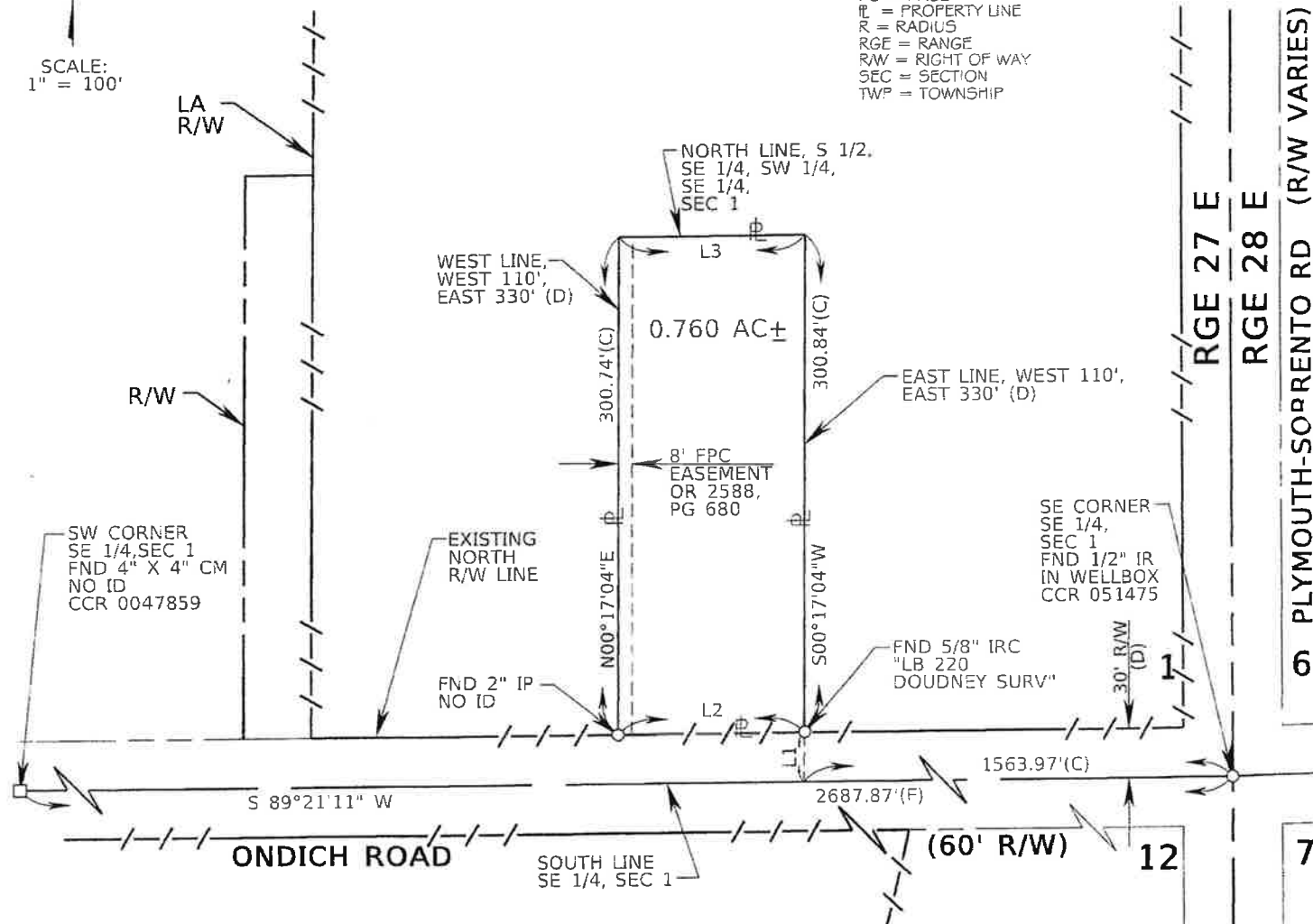
LINE TABLE

L1	N 00°17'04" E	30.00'(C)
L2	S 89°21'11" W	110.01'(C)
L3	N 89°18'06" E	110.02'(C)

SCALE:  
1" = 100'

### LEGEND

C = CALCULATED  
CCR = CERTIFIED CORNER RECORD  
CM = CONCRETE MONUMENT  
COR = CORNER  
D = DEED  
DB = DEED BOOK  
F = FIELD  
FND = FOUND  
FPC = FLORIDA POWER CORPORATION  
ID = IDENTIFICATION  
IR = IRON ROD  
LA = LIMITED ACCESS  
LB = LICENSED BUSINESS  
OR = OFFICIAL RECORDS  
PB = PLAT BOOK  
PG = PAGE  
PL = PROPERTY LINE  
R = RADIUS  
RGE = RANGE  
R/W = RIGHT OF WAY  
SEC = SECTION  
TWP = TOWNSHIP



### GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11\"
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY \"FIRST AMERICAN TITLE INSURANCE COMPANY\" DATED NOVEMBER 20, 2012, FILE NO. 2037-2856989 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OCEA PROJECT NO: 429-204

SHEET: 2 OF 2

## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770328 1

## LEGAL DESCRIPTION

PARCEL 252

PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

### PART A:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1,  
TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING  
THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3778,  
PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID  
SECTION 1 (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH  
89°21'11" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE  
OF 1508.96 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°16'53" EAST,  
A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY  
LINE OF ONDICH ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 89°21'11"  
WEST ALONG SAID EXISTING NORTH RIGHT OF WAY LINE, A DISTANCE OF 55.00 FEET  
TO A POINT ON THE WEST LINE OF THE WEST 110 FEET OF THE EAST 220 FEET OF  
THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST  
1/4; THENCE DEPARTING SAID EXISTING NORTH RIGHT OF WAY LINE NORTH 00°17'04"  
EAST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET; THENCE DEPARTING  
SAID WEST LINE SOUTH 89°18'06" WEST, A DISTANCE OF 290.05 FEET; THENCE  
NORTH 00°17'04" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE LANDS  
DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3781 OF THE PUBLIC RECORDS  
OF ORANGE COUNTY, FLORIDA; THENCE NORTH 89°18'06" EAST ALONG THE BOUNDARY  
OF SAID LANDS, A DISTANCE OF 345.05 FEET; THENCE SOUTH 00°16'53" WEST  
ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE 340.89 FEET TO THE POINT OF  
BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM  
OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE  
ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.697 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO  
THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL  
DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET  
FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN  
CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF  
THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 2/11/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 3

## LEGAL DESCRIPTION

PARCEL 252  
PURPOSE: RIGHT OF WAY  
ESTATE: FEE SIMPLE

### PART B:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3778, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 1 (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH 89°21'11" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1508.96 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°16'53" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF ONDICH ROAD; THENCE SOUTH 89°21'11" WEST ALONG SAID EXISTING NORTH RIGHT OF WAY LINE, A DISTANCE OF 55.00 FEET TO A POINT ON THE WEST LINE OF THE WEST 110 FEET OF THE EAST 220 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID EXISTING NORTH RIGHT OF WAY LINE NORTH 00°17'04" EAST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°18'06" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 290.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°18'06" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°17'04" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3781 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 89°18'06" EAST ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 40.00 FEET; THENCE DEPARTING THE BOUNDARY OF SAID LANDS SOUTH 00°17'04" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET, MORE OR LESS.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 2/11/14

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

SHEET: 2 OF 3

# SKETCH OF DESCRIPTION

PARCEL: 252

PURPOSE: LIMITED ACCESS RIGHT OF WAY  
& RIGHT OF WAY

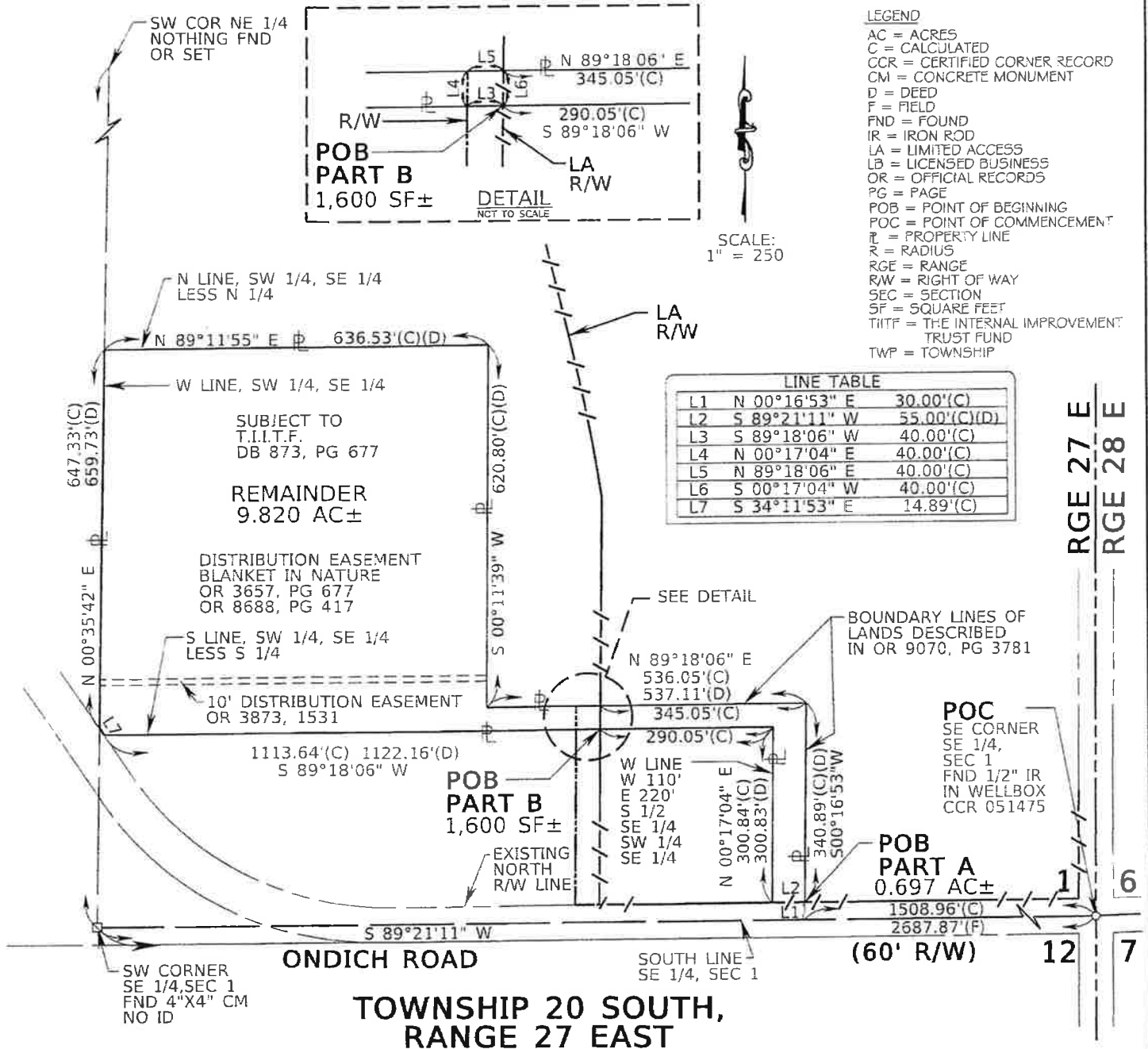
ESTATE: FEE SIMPLE

## LEGEND

AC = ACRES  
C = CALCULATED  
CCR = CERTIFIED CORNER RECORD  
CM = CONCRETE MONUMENT  
D = DEED  
F = FIELD  
FND = FOUND  
IR = IRON ROD  
LA = LIMITED ACCESS  
LB = LICENSED BUSINESS  
OR = OFFICIAL RECORDS  
PG = PAGE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PL = PROPERTY LINE  
R = RADIUS  
RGE = RANGE  
RW = RIGHT OF WAY  
SEC = SECTION  
SF = SQUARE FEET  
TIITF = THE INTERNAL IMPROVEMENT  
TRUST FUND  
TWP = TOWNSHIP

SCALE:  
1" = 250

LINE TABLE		
L1	N 00°16'53" E	30.00'(C)
L2	S 89°21'11" W	55.00'(C)(D)
L3	S 89°18'06" W	40.00'(C)
L4	N 00°17'04" E	40.00'(C)
L5	N 89°18'06" E	40.00'(C)
L6	S 00°17'04" W	40.00'(C)
L7	S 34°11'53" E	14.89'(C)



## GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED MARCH 25, 2013, FILE NO. 2037-2934327 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 2/11/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 3 OF 3



## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the “AUTHORITY”) pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the “SYSTEM”), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule “A,” and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule “A” be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule “A;” and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770332 1

## LEGAL DESCRIPTION

PARCEL 253

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3781, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 1 (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH 89°21'11" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1453.95 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°17'04" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF ONDICH ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 89°21'11" WEST ALONG SAID EXISTING NORTH RIGHT OF WAY LINE, A DISTANCE OF 55.01 FEET TO A POINT ON THE BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3778 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EXISTING NORTH RIGHT OF WAY LINE NORTH 00°16'53" EAST ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 340.89 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID LANDS SOUTH 89°18'06" WEST, A DISTANCE OF 345.05 FEET; THENCE DEPARTING THE BOUNDARY OF SAID LANDS NORTH 00°17'04" EAST, A DISTANCE OF 355.52 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 08°30'57" WEST NORTHWESTERLY 270.03 FEET ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3006.00 FEET, A CENTRAL ANGLE OF 05°08'49" AND A CHORD BEARING OF NORTH 11°05'21" WEST TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 LESS THE NORTH 1/4; THENCE NORTH 89°11'55" EAST ALONG SAID NORTH LINE, A DISTANCE OF 563.34 FEET TO A POINT ON THE BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9022, PAGE 3774 AND OFFICIAL RECORDS BOOK 8323, PAGE 3054 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°17'04" WEST ALONG THE BOUNDARY OF SAID LANDS A DISTANCE OF 662.08 FEET TO A POINT ON THE BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8465, PAGE 3287 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°18'06" WEST ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8465, PAGE 3287 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 110.02 FEET; THENCE SOUTH 00°17'04" WEST ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 300.94 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 7.959 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

2/12/2014  
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 2/11/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 2

# SKETCH OF DESCRIPTION

PARCEL: 253

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## TOWNSHIP 20 SOUTH, RANGE 27 EAST

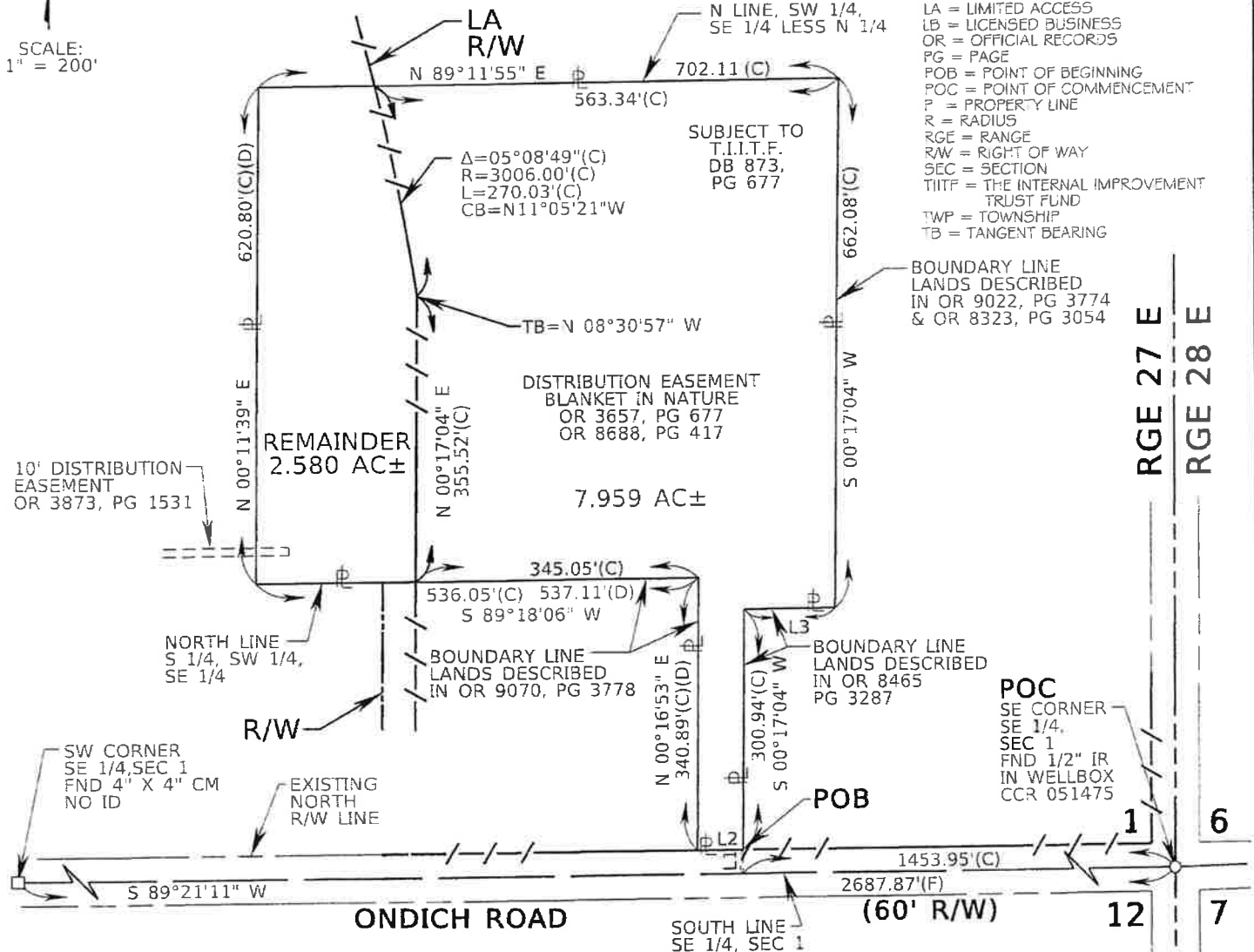
### LINE TABLE

L1	N 00°17'04" E	30.00'(C)
L2	S 89°21'11" W	55.01'(C)
L3	S 89°18'06" W	110.02'(C)

### LEGEND

AC = ACRES  
C = CALCULATED  
Δ = CENTRAL ANGLE  
CB = CHORD BEARING  
CCR = CERTIFIED CORNER RECORD  
CM = CONCRETE MONUMENT  
D = DEED  
F = FIELD  
FND = FOUND  
IR = IRON ROD  
LA = LIMITED ACCESS  
LB = LICENSED BUSINESS  
OR = OFFICIAL RECORDS  
PG = PAGE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
P = PROPERTY LINE  
R = RADIUS  
RGE = RANGE  
R/W = RIGHT OF WAY  
SEC = SECTION  
TIITF = THE INTERNAL IMPROVEMENT TRUST FUND  
TWP = TOWNSHIP  
TB = TANGENT BEARING

SCALE:  
1" = 200'



### GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 20, 2012, FILE NO. 2037-2857008 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 2/11/14

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OCEA PROJECT NO: 429-204

SHEET: 2 OF 2

## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770382 1

## LEGAL DESCRIPTION

PARCEL 255

PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

THAT PART OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1,  
TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING  
THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8323, PAGE 3054, PUBLIC  
RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

"THE WEST 1/8 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST  
1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, LESS THE SOUTH 30  
FEET FOR ROAD RIGHT-OF-WAY, LYING AND BEING SITUATE IN ORANGE COUNTY,  
FLORIDA."

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO,  
FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH  
MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.435 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO  
THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL  
DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET  
FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN  
CHAPTER 17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF  
THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL MARKS, PSM NO. 5623

12/18/13  
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

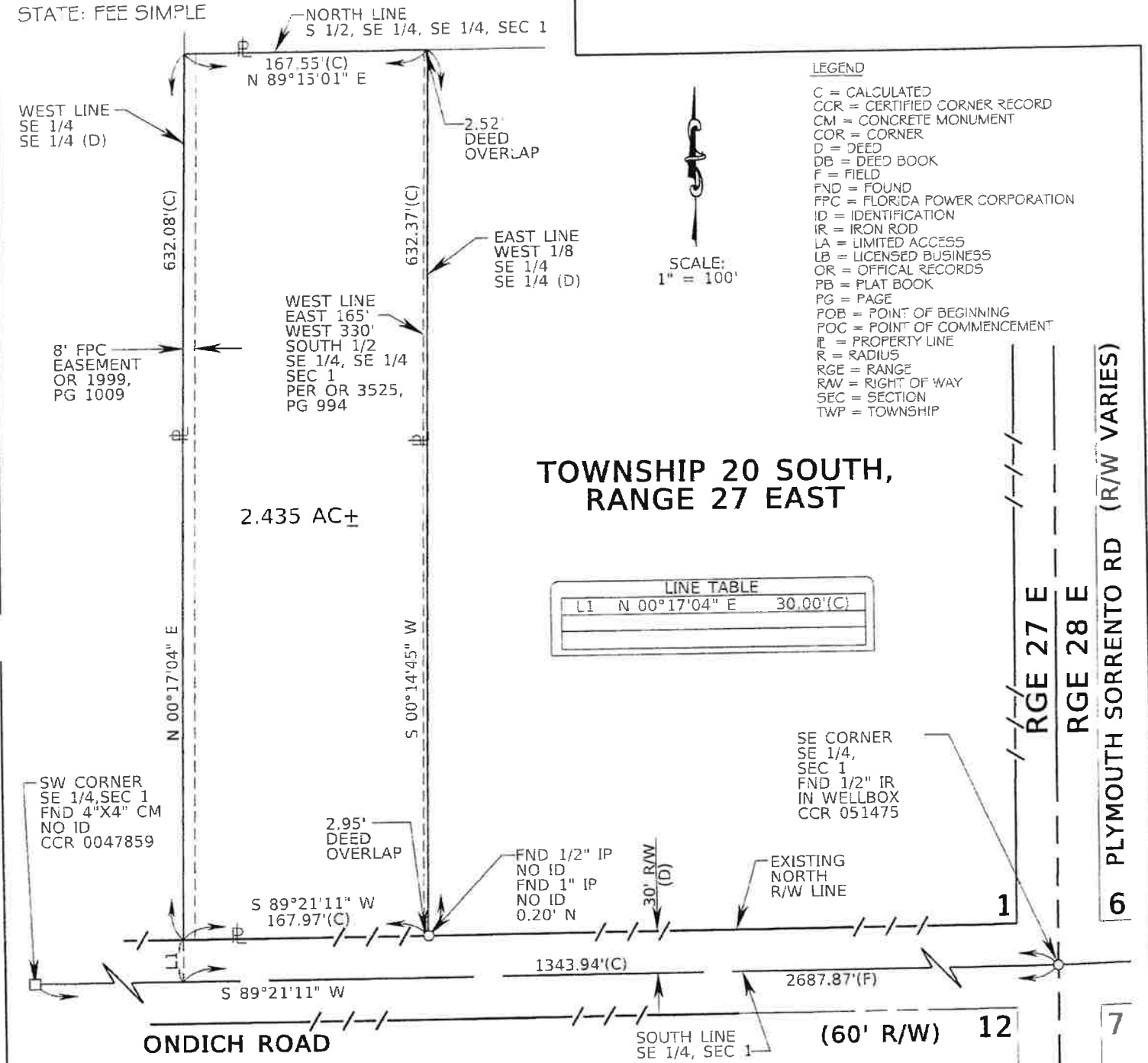
SHEET: 1 OF 2

# SKETCH OF DESCRIPTION

PARCEL 255

PURPOSE: LIMITED ACCESS RIGHT OF WAY

STATE: FEE SIMPLE



## GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 21, 2012, FILE NO. 2037-2857094 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM	DATE: 12/8/13	<b>URS</b> URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 2



## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A," and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770385 1

## LEGAL DESCRIPTION

PARCEL 258

PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

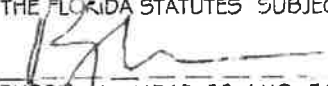
THAT PART OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1,  
TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING  
THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3115, PAGE 570, PUBLIC  
RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

"THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SE 1/4 OF THE  
SE 1/4, SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (LESS ROAD WAY  
ON SOUTH AND EAST) AS RECORDED IN THE PUBLIC RECORDS OF ORANGE  
COUNTY, FLORIDA."

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO,  
FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH  
MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.003 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO  
THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL  
DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET  
FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN  
CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF  
THE FLORIDA STATUTES SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
\_\_\_\_\_  
RUSSELL J. MARKS, PSM NO. 5623

12/18/13  
\_\_\_\_\_  
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 2

# SKETCH OF DESCRIPTION

PARCEL 258

PURPOSE: LIMITED ACCESS RIGHT OF WAY

STATE: FEE SIMPLE

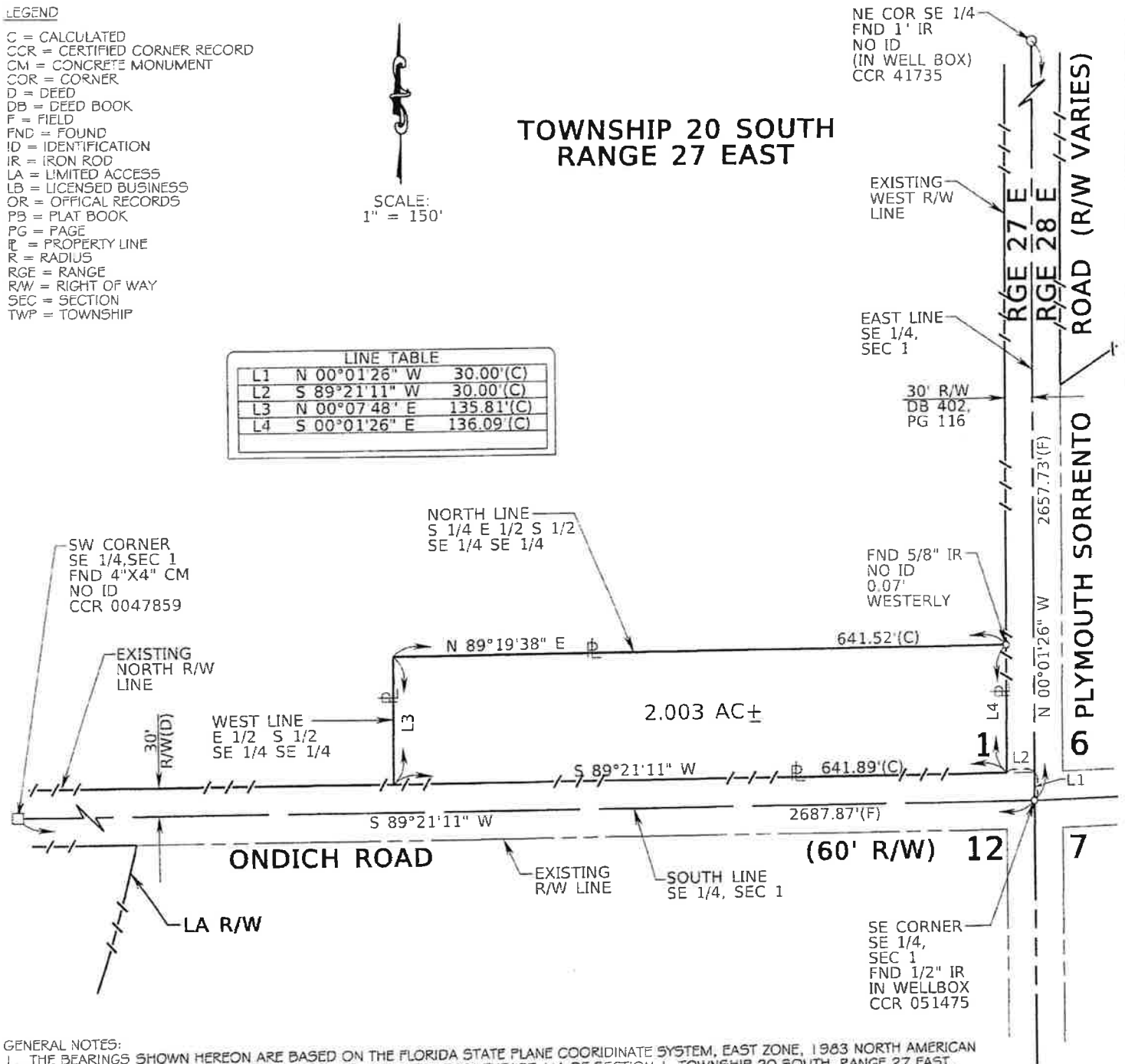
## LEGEND

C = CALCULATED  
CCR = CERTIFIED CORNER RECORD  
CM = CONCRETE MONUMENT  
COR = CORNER  
D = DEED  
DB = DEED BOOK  
F = FIELD  
FND = FOUND  
ID = IDENTIFICATION  
IR = IRON ROD  
LA = LIMITED ACCESS  
LB = LICENSED BUSINESS  
OR = OFFICIAL RECORDS  
PB = PLAT BOOK  
PG = PAGE  
PL = PROPERTY LINE  
R = RADIUS  
RGE = RANGE  
R/W = RIGHT OF WAY  
SEC = SECTION  
TWP = TOWNSHIP

SCALE:  
1" = 150'

## TOWNSHIP 20 SOUTH RANGE 27 EAST

LINE TABLE		
L1	N 00°01'26" W	30.00'(C)
L2	S 89°21'11" W	30.00'(C)
L3	N 00°07'48" E	135.81'(C)
L4	S 00°01'26" E	136.09'(C)



## GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
- ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 27, 2012, FILE NO. 2037-2857102 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 2 OF 2

## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770390 1

## LEGAL DESCRIPTION

PARCEL 259

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE S 1/2 OF THE SE 1/4 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8458, PAGE 4756, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE N 1/2 OF S 1/2 OF SE 1/4 OF SE 1/4 OF SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (LESS RIGHT OF WAY ON EAST)"

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.443 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 30-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

12/18/13  
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 2

# SKETCH OF DESCRIPTION

PARCEL 259

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

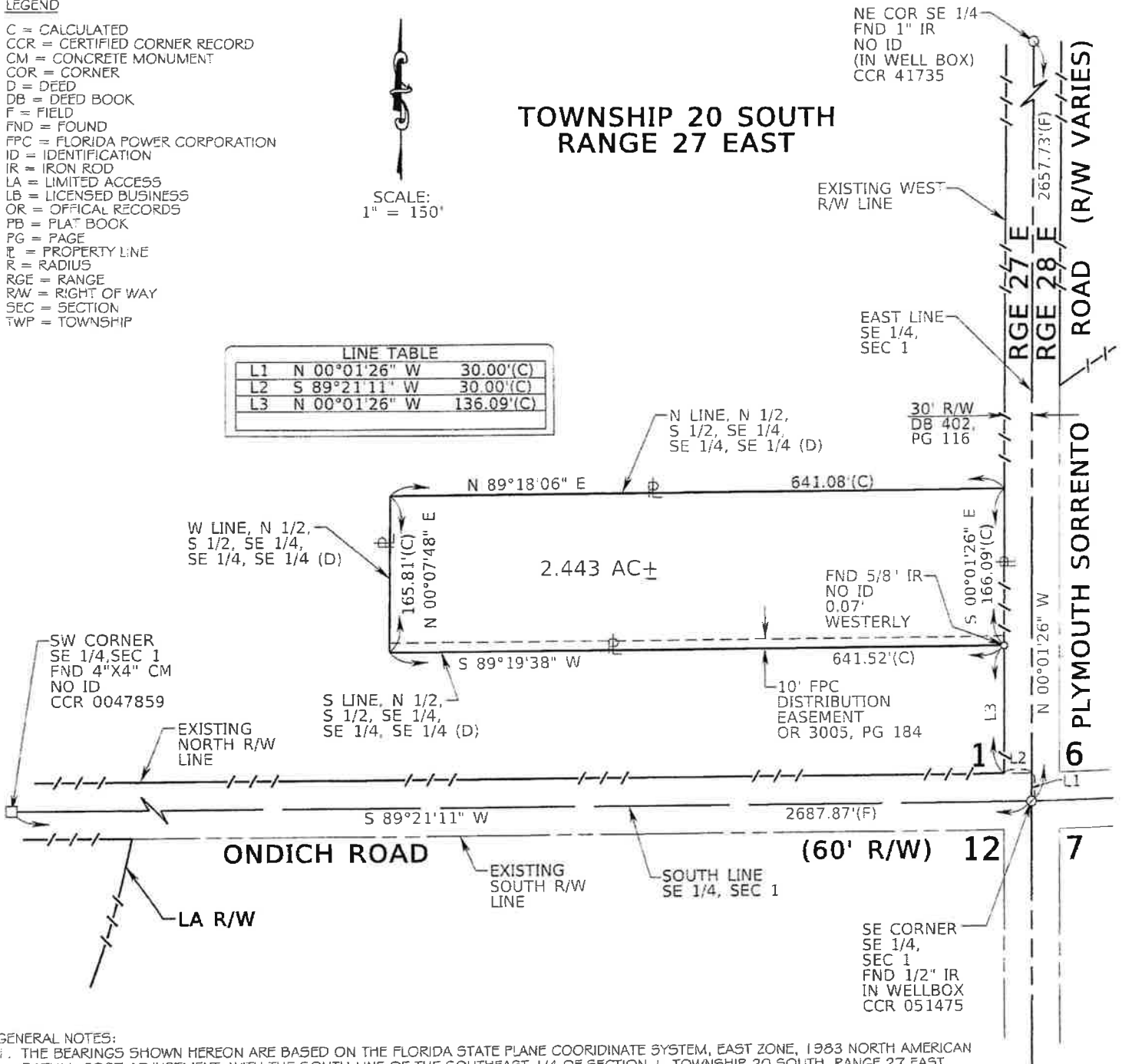
## LEGEND

C = CALCULATED  
CCR = CERTIFIED CORNER RECORD  
CM = CONCRETE MONUMENT  
COR = CORNER  
D = DEED  
DB = DEED BOOK  
F = FIELD  
FND = FOUND  
FPC = FLORIDA POWER CORPORATION  
ID = IDENTIFICATION  
IR = IRON ROD  
LA = LIMITED ACCESS  
LB = LICENSED BUSINESS  
OR = OFFICIAL RECORDS  
PB = PLAT BOOK  
PG = PAGE  
PL = PROPERTY LINE  
R = RADIUS  
RGE = RANGE  
R/W = RIGHT OF WAY  
SEC = SECTION  
TWP = TOWNSHIP

SCALE:  
1" = 150'

## TOWNSHIP 20 SOUTH RANGE 27 EAST

LINE TABLE		
L1	N 00°01'26" W	30.00'(C)
L2	S 89°21'11" W	30.00'(C)
L3	N 00°01'26" W	136.09'(C)



## GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
- ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 27, 2012, FILE NO. 2037-2857106 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

SHEET: 2 OF 2



## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770405 1

## LEGAL DESCRIPTION

PARCEL 260

PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

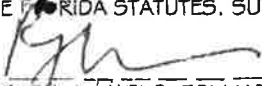
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH,  
RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED  
IN OFFICIAL RECORDS BOOK 1932, PAGE 388, PUBLIC RECORDS OF ORANGE  
COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF THE  
SE 1/4, SECTION 1 TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY,  
FLORIDA."

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO,  
FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH  
MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.441 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO  
THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL  
DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET  
FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN  
CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF  
THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 2

# SKETCH OF DESCRIPTION

PARCEL: 260

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## LEGEND

C = CALCULATED  
CCR = CERTIFIED CORNER RECORD  
CM = CONCRETE MONUMENT  
DB = DEED BOOK  
F = FIELD  
FND = FOUND  
ID = IDENTIFICATION  
IR = IRON ROD  
LA = LIMITED ACCESS  
LB = LICENSED BUSINESS  
OR = OFFICIAL RECORDS  
PL = PROPERTY LINE  
PG = PAGE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
COR = CORNER  
R = RADIUS  
RGE = RANGE  
RAW = RIGHT OF WAY  
SEC = SECTION  
TWP = TOWNSHIP

## TOWNSHIP 20 SOUTH RANGE 27 EAST

LINE TABLE		
L1	N 00°01'26" W	30.00'(C)
L2	S 89°21'11" W	30.00'(C)

NE COR SE 1/4  
FND 1" IR  
NO ID  
(IN WELL BOX)  
CCR 41735

EXISTING  
WEST R/W  
LINE

30' R/W PER  
DB 402, PG 116

RGE 27 E  
RGE 28 E  
(R/W VARIES)  
2657.73'(F)

SOUTH BOUNDARY  
LANDS DESCRIBED  
IN OR 1936, PG 571

EAST BOUNDARY  
LANDS DESCRIBED  
IN OR 9022, PG 3774

NORTH BOUNDARY  
LANDS DESCRIBED  
IN OR 8458, PG 4756

8' FLORIDA POWER CORP  
DISTRIBUTION EASEMENT  
OR 2151, PG 276

2.441 AC±

640.64'(C)

N 89°16'33" E

165.81'(C)  
N 00°07'48" E

S 89°18'06" W

641.08'(C)

N 00°01'26" W  
302.19'(C)

N 00°01'26" W

EAST LINE  
SE 1/4,  
SEC 1

SW CORNER  
SE 1/4, SEC 1  
FND 4"x4" CM  
NO ID

EXISTING  
NORTH R/W  
LINE

LA R/W

S 89°21'11" W

2687.87'(F)

ONDICH ROAD

EXISTING  
R/W LINE

SOUTH LINE  
SE 1/4, SEC 1

(60' R/W)

SE CORNER  
SE 1/4,  
SEC 1  
FND 1/2" IR  
IN WELLBOX  
CCR 051475

## GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 27, 2012, FILE NO. 2037-2857112 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OCEA PROJECT NO: 429-204

SHEET: 2 OF 2

## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770409 1

## LEGAL DESCRIPTION

PARCEL 262

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8615, PAGE 4918, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS THE NORTH 337.86 FEET THEREOF AND ALSO LESS THE EAST 30.00 FEET FOR ROAD PURPOSES.

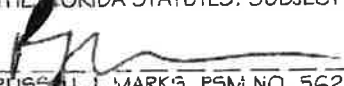
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG THE EAST LINE OF SAID SECTION 1 NORTH 00 DEGREES 07'20" WEST 663.42 FEET; THENCE SOUTH 89 DEGREES 10'25" WEST 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PLYMOUTH SORRENTO ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 00 DEGREES 07'20" WEST 326.54 FEET; THENCE SOUTH 89 DEGREES 03'09" WEST 639.36 FEET; THENCE SOUTH 00 DEGREES 02'02" WEST 325.39 FEET; THENCE NORTH 89 DEGREES 10'25" EAST 640.23 FEET TO THE POINT OF BEGINNING."

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 4.786 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

12/18/13  
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 2

# SKETCH OF DESCRIPTION

PARCEL 262

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## LEGEND

C = CALCULATED  
CCR = CERTIFIED CORNER RECORD  
CM = CONCRETE MONUMENT  
COR = CORNER  
D = DEED  
DB = DEED BOOK  
F = FIELD  
FPC = FLORIDA POWER CORPORATION  
FND = FOUND  
ID = IDENTIFICATION  
IR = IRON ROD  
LA = LIMITED ACCESS  
LB = LICENSED BUSINESS  
OR = OFFICIAL RECORDS  
PB = PLAT BOOK  
PG = PAGE  
PL = PROPERTY LINE  
R = RADIUS  
RGE = RANGE  
RW = RIGHT OF WAY  
SEC = SECTION  
TWP = TOWNSHIP

## TOWNSHIP 20 SOUTH RANGE 27 EAST

LINE TABLE			
L1	S 89°15'01" W (C)	30.00'(C)(D)	

NE COR SE 1/4  
FND 1" IR  
NO ID  
(IN WELL BOX)  
CCR 41735

30' R/W  
DB 402  
PG 116

SOUTH LINE  
NORTH 337.86' (D)

WEST LINE  
SE 1/4 SE 1/4 (D)

DECLARATION OF  
EASEMENT FOR  
INGRESS/EGRESS  
OR 3812, PG 2602

10' FPC  
DISTRIBUTION  
EASEMENT  
OR 3882 PG 4705

4.786 AC±

N 89°08'49" E  
639.34 (C)  
639.36 (D)

326.54'(D)  
326.48'(C)

2657.73'(F)

640.23'(D)  
640.20'(C)

SOUTH LINE  
N 1/2 SE 1/4 SE 1/4 (D)

POB

PLYMOUTH SORRENTO ROAD  
(R/W VARIES)

EAST LINE  
SE 1/4, SEC 1

EXISTING  
WEST R/W  
LINE

SOUTH LINE  
SE 1/4, SEC 1

EXISTING  
NORTH R/W  
LINE

S 89°21'11" W

2687.87'(F)

ONDICH ROAD

(60' R/W) 12

EXISTING  
R/W LINE

POC  
SE CORNER  
SE 1/4,  
SEC 1  
FND 1/2" IR  
IN WELLBOX  
CCR 051475

## GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 27, 2012, FILE NO. 2037-2857129 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OCEA PROJECT NO: 429-204

SHEET: 2 OF 2



## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770412 1

## LEGAL DESCRIPTION

PARCEL 264

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4291, PAGE 817, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"BEGINNING AT THE S. E. CORNER OF SECTION 1, TWP 20 S, RGE 27 E, THENCE N 00°10'20" E 1012.14 FEET, THENCE S 89°19'00" W 30.00 FEET TO THE P. O. B. THENCE N 00°10'20" E 213.00 FT, THENCE S 89°19'00" W 401.21 FEET, THENCE S 00°10'20" W 85.14 FEET, THENCE S 89°19'00" W 184.00 FEET THENCE S 00°10'20" W 127.86 FEET, THENCE N. 89°19'00" E 585.21 FEET, TO THE P. O. B."

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.502 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

DATE

NO VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

SHEET: 1 OF 2

ESTATE: FEE SIMPLE

GENERAL NOTES:

1 THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.

2 THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.

3 ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.

4 A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 27, 2012, FILE NO. 2037-2857136 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

SHEET: 2 OF 2

## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770418 1

## LEGAL DESCRIPTION

PARCEL 265

PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

THAT PART OF THE SOUTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5354, PAGE 525 AND BOOK 6343, PAGE 2722, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"BEGINNING AT THE SOUTH EAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, THENCE NORTH 00 DEGREES 10 MINUTES 20 SECONDS EAST 1012.14 FEET, THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS WEST 30.00 FEET, THENCE NORTH 00 DEGREES 10 MINUTES 20 SECONDS EAST 213.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS WEST 401.21 FEET, THENCE SOUTH 00 DEGREES 10 MINUTES 20 SECONDS WEST 85.14 FEET, THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS WEST 184.00 FEET, THENCE SOUTH 00 DEGREES 10 MINUTES 00 SECONDS WEST 127.86 FEET, THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS WEST 100.00 FEET, THENCE NORTH 00 DEGREES 10 MINUTES 20 SECONDS EAST 317.86 FEET, THENCE NORTH 89 DEGREES 19 MINUTES 00 SECONDS EAST 685.21 FEET, THENCE SOUTH 00 DEGREES 10 MINUTES 20 SECONDS WEST 104.86 FEET, TO THE POINT OF BEGINNING."

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.498 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSS L.J. MARKS, PSM NO. 5623

DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14	<b>URS</b> URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

# SKETCH OF DESCRIPTION

PARCEL 265

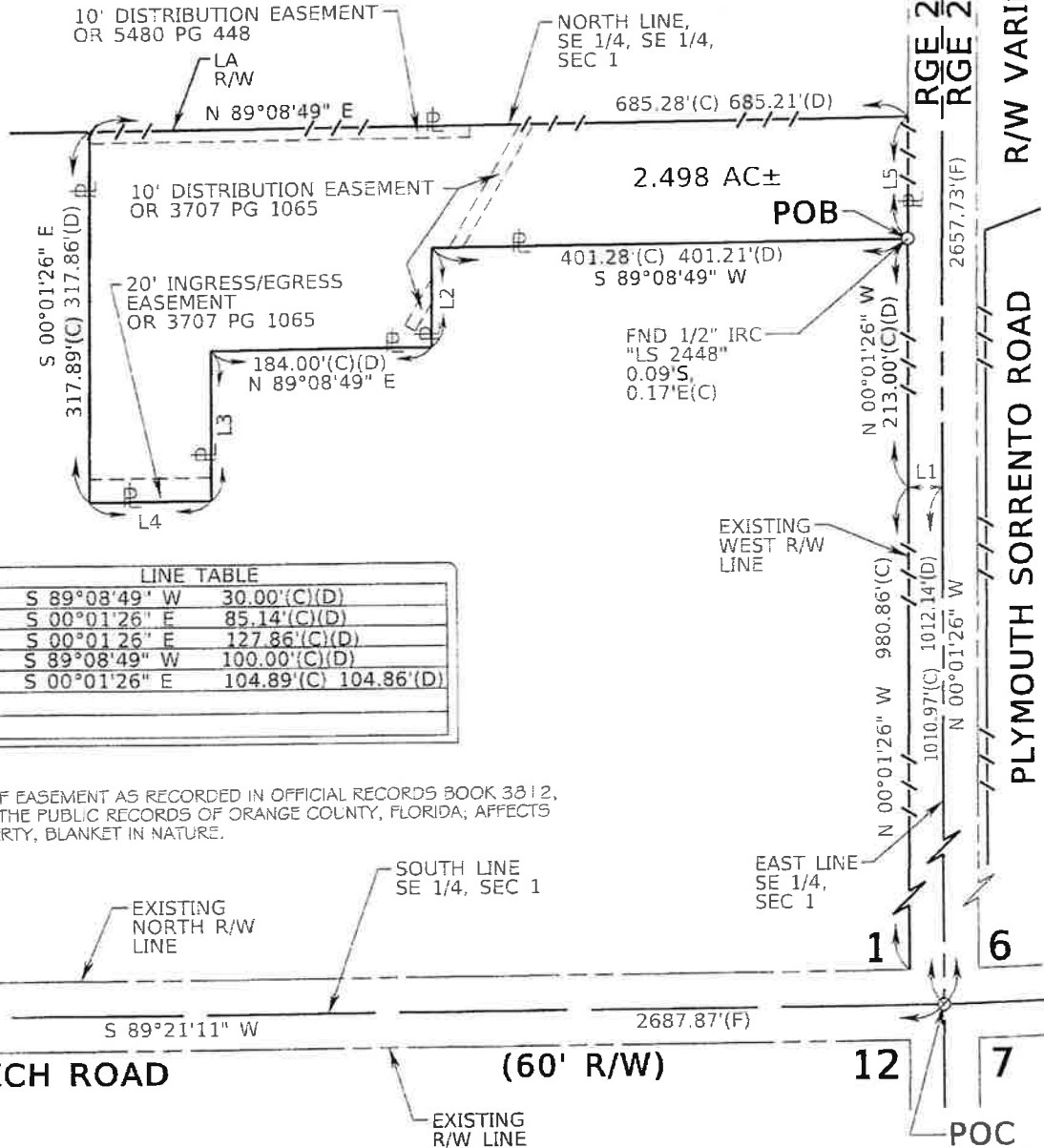
PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

## LEGEND

AC = ACRES  
C = CALCULATED  
CCR = CERTIFIED CORNER RECORD  
CM = CONCRETE MONUMENT  
D = DEED  
F = FIELD  
FND = FOUND  
ID = IDENTIFICATION  
IR = IRON ROD  
LA = LIMITED ACCESS  
LB = LICENSED BUSINESS  
LS = LICENSED SURVEYOR  
OR = OFFICIAL RECORDS  
PG = PAGE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PL = PROPERTY LINE  
R = RADIUS  
RGE = RANGE  
RW = RIGHT OF WAY  
SEC = SECTION  
TWP = TOWNSHIP  
IRC = IRON ROD & CAP

## TOWNSHIP 20 SOUTH RANGE 27 EAST

NE COR SE 1/4  
SEC 1  
FND 1" IR  
NO ID  
(IN WELL BOX)  
CCR 41735



NOTE:  
DECLARATION OF EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3812,  
PAGE 2602 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AFFECTS  
SUBJECT PROPERTY, BLANKET IN NATURE.

## GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
- ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 27, 2012, FILE NO 2037-2857143 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OCEA PROJECT NO: 429-204

SHEET: 2 OF 2



## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770449 1

## LEGAL DESCRIPTION

PARCEL 278

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

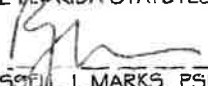
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5995, PAGE 473, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST; THENCE, SOUTH 03°43'34" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, A DISTANCE OF 689.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF BOCH ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 893, PAGE 24, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, SOUTH 89°59'44" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1461.74 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 02°31'06" EAST, A DISTANCE OF 30.03 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF BOCH ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 893, PAGE 26, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, CONTINUE SOUTH 02°31'06" EAST, A DISTANCE OF 321.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83°24'42" EAST A DISTANCE OF 188.30 FEET; THENCE SOUTH 88°17'46" EAST, A DISTANCE OF 24.95 FEET; THENCE SOUTH 03°20'08" WEST, A DISTANCE OF 711.11 FEET; THENCE SOUTH 87°57'23" WEST, A DISTANCE OF 140.19 FEET; THENCE NORTH 02°31'06" WEST, A DISTANCE OF 694.71 FEET AND THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.843 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSIM NO. 5623

3/25/14  
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 2

# SKETCH OF DESCRIPTION

PARCEL 278

PURPOSE: LIMITED ACCESS RIGHT OF WAY

STATE: FEE SIMPLE

SCALE:  
1" = 200'

TOWNSHIP 20 SOUTH  
RANGE 28 EAST

BOCH ROAD

(R/W VARIES)

POC

NE COR SW 1/4  
NOTHING FND  
OR SET

PLYMOUTH SORRENTO ROAD (R/W VARIES)

RGE 27 E

RGE 28 E

LINE TABLE				
L1	S 03°43'34" E	689.70'(C)(D)		
L2	S 89°59'44" W	1461.74'(C) 1461.80'(D)		
L3	S 89°59'44" W	211.43'(C) 211.39'(D)		
L4	N 01°32'58" E	30.01'(C) 30.21'(D)		
L5	N 83°24'42" E	188.30'(C)		

WEST LINE  
SW 1/4,  
SEC 6

EXISTING  
EAST R/W  
LINE

CURVE C1  
Δ = 02°28'13"  
R = 4662.00'  
L = 201.01'  
CB = N83°56'18"E

LA R/W  
LINE

SEC 6

10' FLORIDA  
POWER  
CORPORATION  
DISTRIBUTION  
EASEMENT  
OR 6245,  
PG 3465  
UNABLE  
TO PLOT

REMAINDER  
1.413 AC±

POB

2.843 AC±

FND 1/2" IP  
NO ID  
W/ 1/2" IRC  
"1819 1585"  
INSIDE

FND 1/2" IRC  
"1819 1585"

DETAIL 'A'  
NOT TO SCALE

FND 4"x4" CM  
"JWG PCP  
RLS 1585"

## LEGEND

C = CALCULATED  
CCR = CERTIFIED CORNER RECORD  
CM = CONCRETE MONUMENT  
D = DEED  
F = FIELD  
FND = FOUND  
ID = IDENTIFICATION  
IR = IRON ROD  
IRC = IRON ROD # CAP  
IP = IRON PIPE  
LA = LIMITED ACCESS  
LB = LICENSED BUSINESS  
OR = OFFICIAL RECORDS  
PG = PAGE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
P = PROPERTY LINE  
R = RADIUS  
RGE = RANGE  
RLS = REGISTERED LICENSED SURVEYOR  
RW = RIGHT OF WAY  
SEC = SECTION  
TB = TANGENT BEARING  
TWP = TOWNSHIP

## GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 00°01'26" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED OCTOBER 18, 2012, FILE NO. 2037-2840291 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OCEA PROJECT NO: 429-204

SHEET: 2 OF 2

## **RESOLUTION**

**WHEREAS,** the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS,** the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS,** in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS,** the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A," and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770466 1

## LEGAL DESCRIPTION

PARCEL 280

PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3830, PAGE 3115 AND OFFICIAL RECORDS BOOK 6147, PAGE 723, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST; THENCE, SOUTH 03°43'34" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, A DISTANCE OF 719.76 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY OF BOCH ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 893, PAGE 25, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE, DEPARTING SAID EXISTING SOUTH LINE, CONTINUE SOUTH 03°43'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 258.85 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE SOUTH 03°43'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 705.81 FEET; THENCE, DEPARTING SAID EAST LINE, SOUTH 87°57'23" WEST A DISTANCE OF 671.78 FEET; THENCE, NORTH 03°39'34" WEST A DISTANCE OF 718.92 FEET; THENCE, NORTH 89°04'36" EAST A DISTANCE OF 671.46 FEET AND THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 10.975 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

3/25/14  
DATE

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

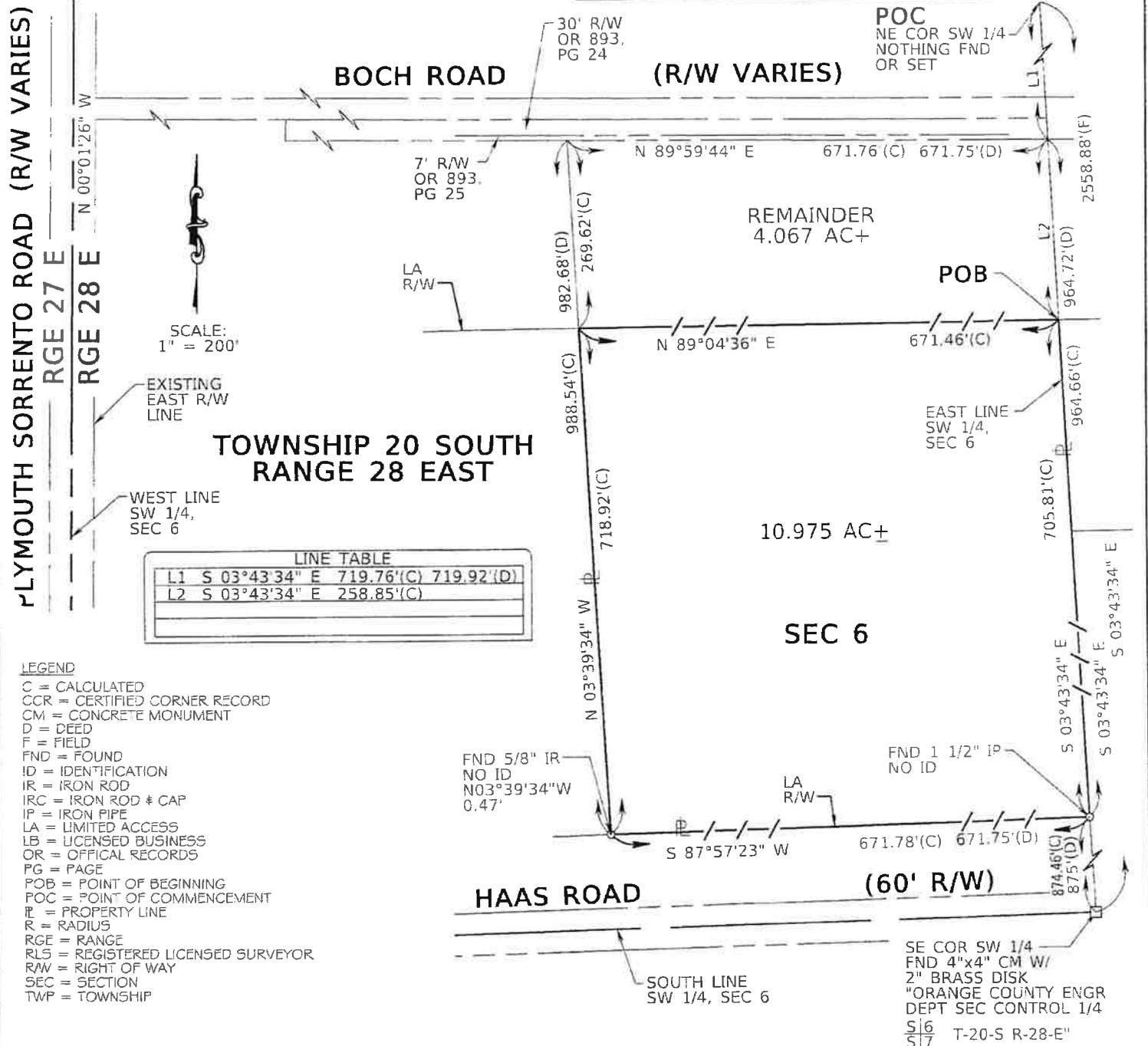
SHEET: 1 OF 2

# SKETCH OF DESCRIPTION

PARCEL 280

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE



FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

**URS**

URS CORPORATION  
 315 E. ROBINSON STREET  
 SUITE 245  
 ORLANDO, FL 32801-1949  
 PH (407) 422-0353  
 LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

SHEET: 2 OF 2



## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A," and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770470 1

## LEGAL DESCRIPTION

PARCEL 301

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

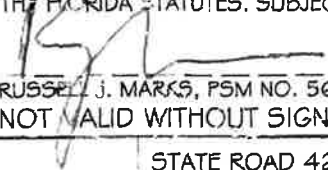
THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 08954, PAGE 3670, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 1" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH 88°56'20" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 1,329.82 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF SAID SOUTHEAST 1/4, SAID POINT BEING ON THE WEST BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10152, PAGE 4412, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°17'04" WEST ALONG SAID EAST LINE, A DISTANCE OF 1,324.16 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SOUTHEAST 1/4, SAID POINT BEING ON THE NORTH BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9022, PAGE 4155, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°08'49" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 648.58 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 14°40'16" WEST, NORTHWESTERLY 155.01 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 22,824.00 FEET, A CENTRAL ANGLE OF 00°23'21" AND A CHORD BEARING OF NORTH 14°51'57" WEST TO THE POINT OF TANGENCY; THENCE NORTH 15°03'37" WEST, A DISTANCE OF 1,206.74 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SAID SOUTHEAST 1/4; THENCE NORTH 88°56'20" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1,008.58 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 25.147 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

10/16/2014  
DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 10/08/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

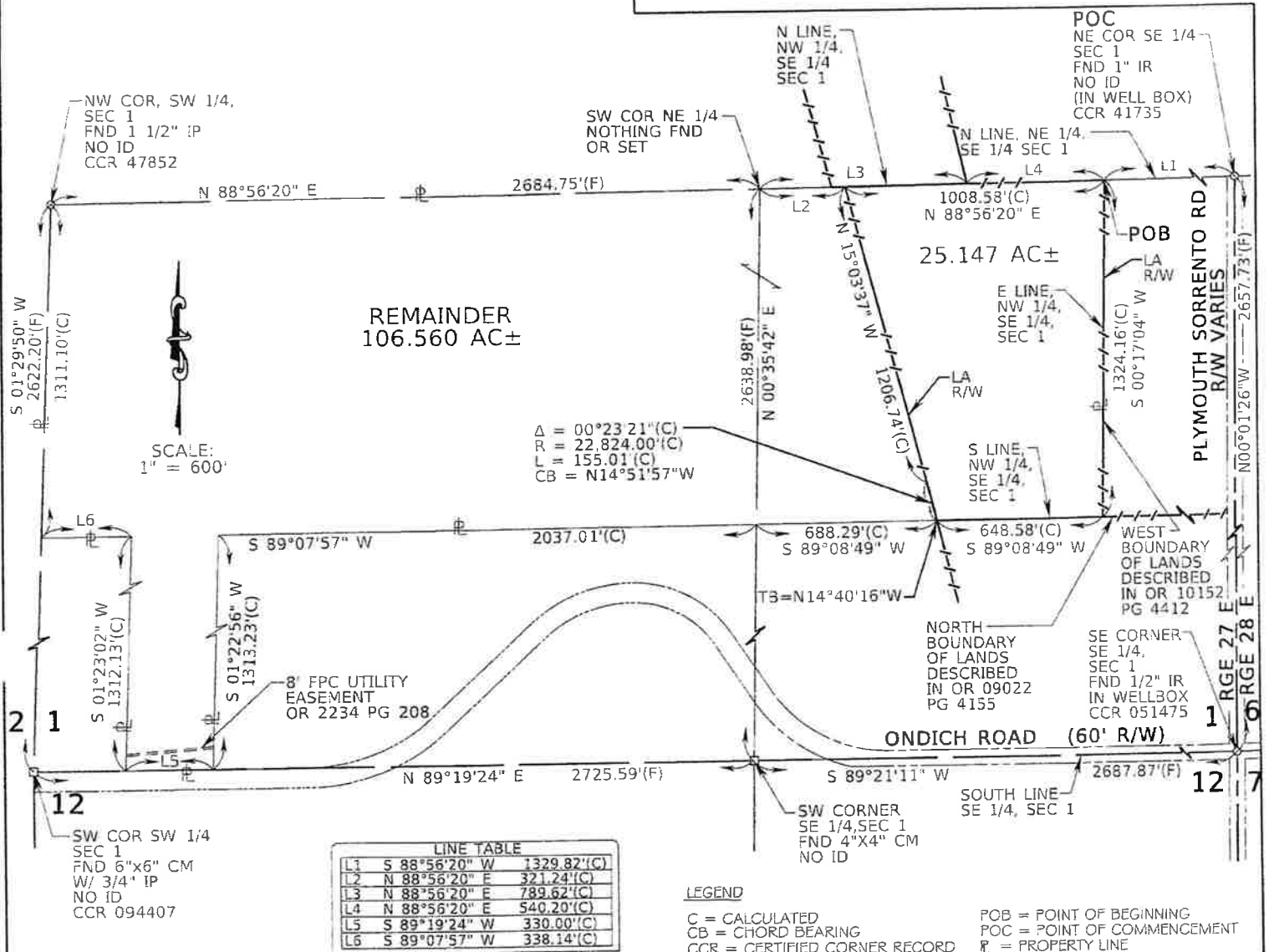
SHEET: 1 OF 2

# SKETCH OF DESCRIPTION

PARCEL 30:

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE



## TOWNSHIP 20 SOUTH RANGE 27 EAST

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM	DATE: 10/08/14	<b>URS</b> URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 2

## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770474 1

## LEGAL DESCRIPTION

PARCEL 304

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

### PART A

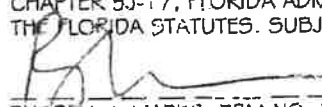
THAT PART OF GOVERNMENT LOT 4 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9131, PAGE 740, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1317.59; THENCE DEPARTING SAID NORTH LINE SOUTH 01°06'18" WEST ALONG THE EAST LINE OF THE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°06'18" WEST ALONG SAID EAST LINE A DISTANCE OF 297.69 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE DEPARTING SAID EAST LINE, FROM A TANGENT BEARING OF NORTH 57°02'41" WEST NORTHWESTERLY 174.39 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3669.72 FEET, A CENTRAL ANGLE OF 02°43'22" AND A CHORD BEARING OF NORTH 58°24'22" WEST TO A POINT OF TANGENCY; THENCE NORTH 59°46'03" WEST, A DISTANCE OF 246.15 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2882, PAGE 1295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°27'14" EAST ALONG SAID EAST LINE, A DISTANCE OF 87.68 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 89°47'27" EAST A DISTANCE OF 298.66 FEET; THENCE SOUTH 59°46'03" EAST A DISTANCE OF 7.99 FEET; THENCE SOUTH 89°47'27" EAST A DISTANCE OF 60.66 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 453 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.613 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

11/6/2014  
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 11/06/14

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 4

## LEGAL DESCRIPTION

PARCEL 304

PURPOSE: RIGHT OF WAY

ESTATE: FEE SIMPLE

### PART B

THAT PART OF GOVERNMENT LOT 4 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9131, PAGE 740, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1317.59 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 01°06'18" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE NORTH 89°47'27" WEST A DISTANCE OF 60.66 FEET; THENCE NORTH 59°46'03" WEST A DISTANCE OF 7.99 FEET; THENCE NORTH 89°47'27" WEST A DISTANCE OF 298.66 FEET TO A POINT ON THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2882, PAGE 1295; THENCE NORTH 00°27'14" EAST ALONG SAID EAST LINE A DISTANCE OF 16.00 FEET TO A POINT ON SAID NORTH LINE OF SECTION 1; THENCE DEPARTING SAID EAST LINE SOUTH 89°47'27" EAST ALONG SAID NORTH LINE A DISTANCE OF 366.49 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE DEPARTING SAID NORTH LINE SOUTH 01°06'18" WEST ALONG SAID EAST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6119 SQUARE FEET, MORE OR LESS.

R: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 11/06/14

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 2 OF 4

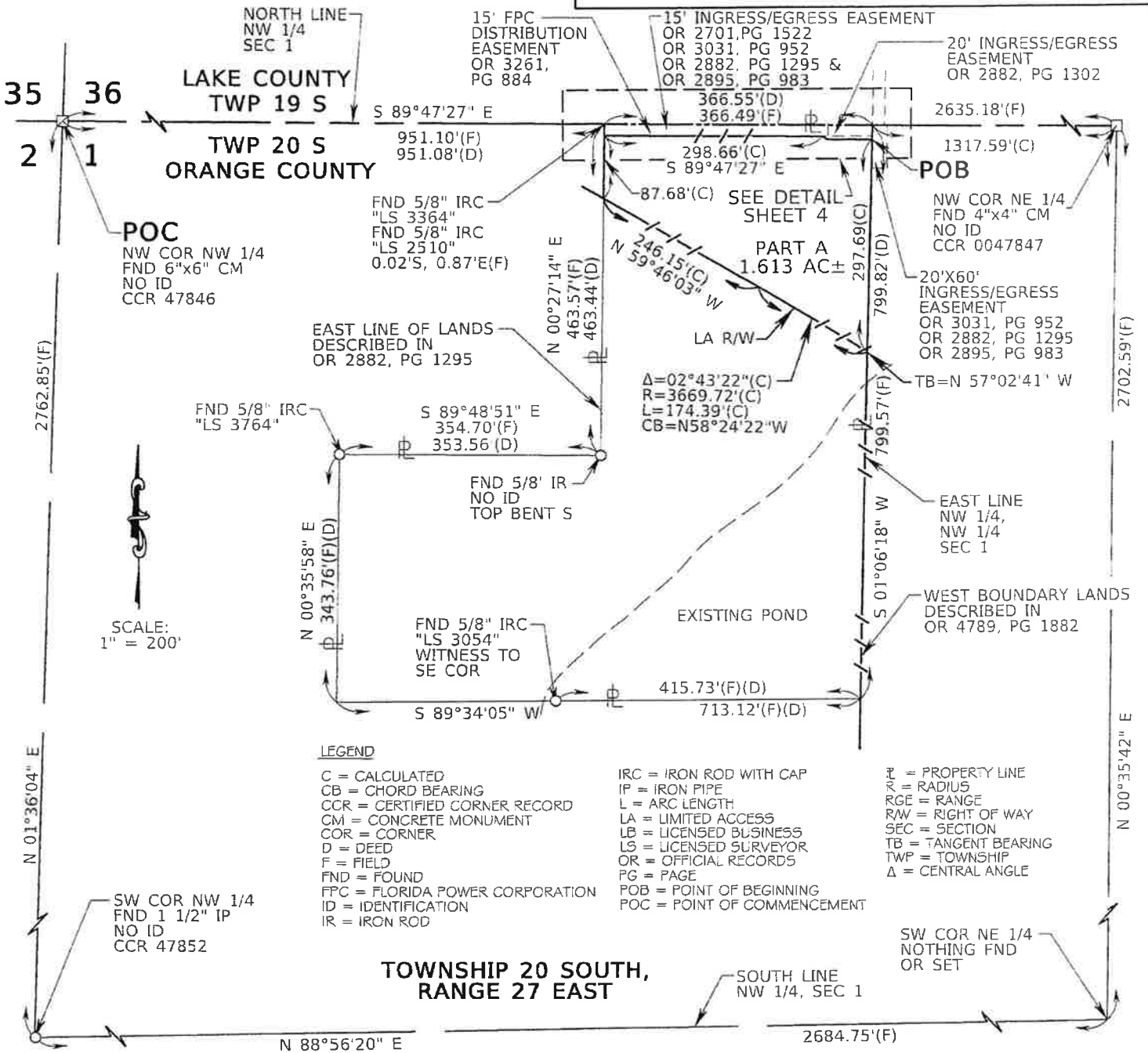


# SKETCH OF DESCRIPTION

PARCEL: 304

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE



## GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 88°56'20" EAST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 26, 2014, FILE NO. 4852992 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 11/06/14

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OCEA PROJECT NO: 429-204

SHEET: 3 OF 4

## SHEET: 4 OF 4

## **RESOLUTION**

**WHEREAS**, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS**, in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS**, the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-204, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the descriptions in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this \_\_\_\_\_ day of January, 2015.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Welton Caldwell  
Chairman

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

ORLDOCS 13770476 I

## LEGAL DESCRIPTION

PARCEL 305

PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

### PART A

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5923, PAGE 4943, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 951.10 FEET TO A POINT ON THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2882, PAGE 1295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE SOUTH 00°27'14" WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°27'14" WEST ALONG SAID BOUNDARY LINE, A DISTANCE OF 87.68 FEET; THENCE DEPARTING SAID BOUNDARY LINE NORTH 59°46'03" WEST A DISTANCE OF 34.86 FEET; THENCE NORTH 30°13'57" EAST A DISTANCE OF 31.00 FEET; THENCE NORTH 14°46'03" WEST A DISTANCE OF 21.21 FEET; THENCE NORTH 30°13'57" EAST A DISTANCE OF 26.46 FEET; THENCE SOUTH 89°47'27" EAST A DISTANCE OF 7.29 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 453 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1548 SQUARE FEET, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

10/28/2014  
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM	DATE: 10/28/14
DRAWN BY: DJK	JOB NO:
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 4

## LEGAL DESCRIPTION

PARCEL 305

PURPOSE: RIGHT OF WAY

ESTATE: FEE SIMPLE

### PART B

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5923, PAGE 4943, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 951.10 FEET TO A POINT ON THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2882, PAGE 1295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE SOUTH 00°27'14" WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID BOUNDARY LINE NORTH 89°47'27" WEST A DISTANCE OF 7.29 FEET; THENCE SOUTH 30°13'57" WEST A DISTANCE OF 26.46 FEET; THENCE SOUTH 14°46'03" EAST A DISTANCE OF 21.21 FEET; THENCE SOUTH 30°13'57" WEST A DISTANCE OF 31.00 FEET; THENCE NORTH 64°38'25" WEST A DISTANCE OF 202.92 FEET TO SAID NORTH LINE; THENCE SOUTH 89°47'27" EAST ALONG SAID NORTH LINE A DISTANCE OF 214.30 FEET TO SAID BOUNDARY LINE; THENCE SOUTH 00°27'14" WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9261 SQUARE FEET, MORE OR LESS.

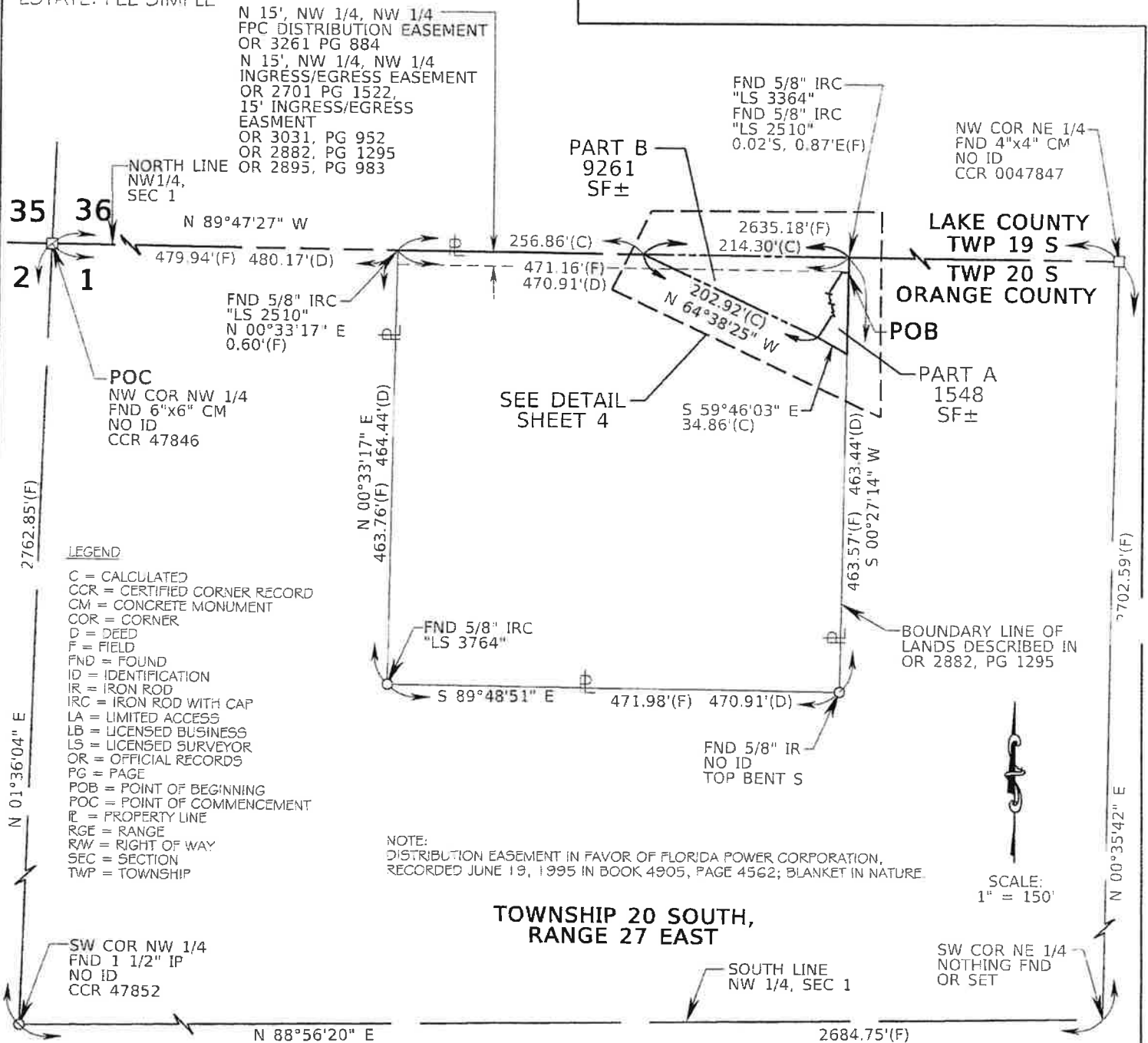
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 10/28/14	<b>URS</b> URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 4

# SKETCH OF DESCRIPTION

PARCEL: 305

PURPOSE: LIMITED ACCESS RIGHT OF WAY  
 & RIGHT OF WAY

ESTATE: FEE SIMPLE



## GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 88°56'20\"
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 26, 2014, FILE NO. 4853006 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 10/28/14

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
 315 E. ROBINSON STREET  
 SUITE 245  
 ORLANDO, FL 32801-1949  
 PH (407) 422-0353  
 LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 3 OF 4

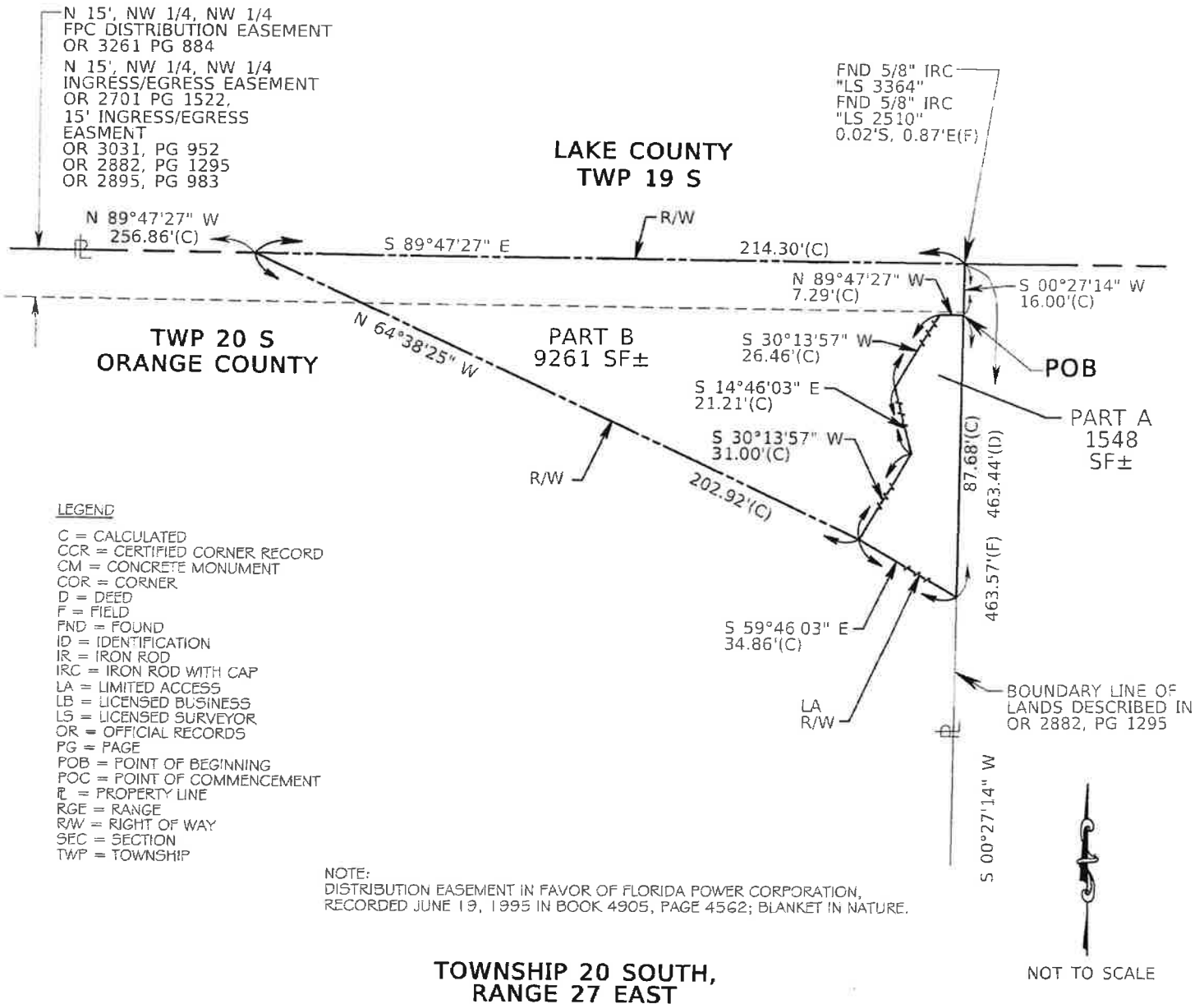
# SKETCH OF DESCRIPTION

PARCEL: 305

PURPOSE: LIMITED ACCESS RIGHT OF WAY

± RIGHT OF WAY

ESTATE: FEE SIMPLE



## GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 88°56'20" EAST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 26, 2014, FILE NO. 4853006 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 10/28/14

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
 315 E. ROBINSON STREET  
 SUITE 245  
 ORLANDO, FL 32801-1949  
 PH (407) 422-0353  
 LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 4 OF 4



## **CONSENT AGENDA ITEM**

**#9**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: December 17, 2014

RE: Award of Contract for Disclosure Counsel Services  
Contract No. 001055

At its meeting on December 11, 2014, the Board approved the final ranking of the firms for the referenced contract and authorized staff to enter negotiations with Nabors, Giblin & Nickerson, P.A. (Nabors), the firm ranked first. Those negotiations have been completed and Board award of the contract to Nabors is requested.

If approved by the Board, the term of the contract will be for three (3) years with two 1-year renewals. The renewals will be at the sole discretion of the Authority and will be based, in part, on a determination by the Authority that the value and level of service provided by Nabors are satisfactory and adequate for the Authority's needs.

The fees for these services will be based on actual transactions (paid on a fixed fee basis) and other services unrelated to transactions (paid on a time basis) so it is difficult to estimate the amount for the initial three-year term of the contract; however, based on anticipated bond transactions and other services we would estimate the amount to be approximately \$250,000.00 with \$200,000.00 paid in fixed fees and \$50,000.00 paid on a time basis.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Maintenance & Construction  
Laura Kelley, Deputy Executive Director, Finance and Administration  
Joe Passiatore, General Counsel  
Lisa Lumbar, Interim CFO  
Contract File

**LEGAL SERVICES AGREEMENT  
(Disclosure Counsel)**

THIS AGREEMENT (the "Agreement") is entered into as of \_\_\_\_\_, 2015 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created pursuant to Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes), 4974 ORL Tower Road, Orlando, Florida 32807 ("AUTHORITY") and NABORS, GIBLIN & NICKERSON, P.A., ("COUNSEL"), a corporation authorized to do business in the State of Florida.

**WITNESSETH:**

WHEREAS, the AUTHORITY desires to retain the services of competent and qualified legal counsel to serve as the AUTHORITY's Disclosure Counsel for the issuance of revenue bonds and other debt instruments which may be required from time to time to finance additions and improvements to the Expressway System and to refund outstanding indebtedness;

WHEREAS, on October 12, 2014, the AUTHORITY issued a Request for Proposals for Disclosure Counsel services;

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on November 24, 2014, the Governing Board of the AUTHORITY at its meeting held on January 8, 2015 selected Nabors, Giblin & Nickerson, P.A., to serve as lead Disclosure Counsel;

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to the AUTHORITY according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the AUTHORITY and COUNSEL agree as follows:

**SECTION 1. SERVICES.** The AUTHORITY does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to AUTHORITY financial matters, including, but not limited to, bond financing and re-financing and as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

**SECTION 2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF LEGAL SERVICE.**

(a) Although the AUTHORITY currently anticipates using the services of COUNSEL, the AUTHORITY provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide the AUTHORITY under this Agreement.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. The AUTHORITY designates the AUTHORITY's General Counsel or Chief Financial Officer as the AUTHORITY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions,

receive information, and interpret and define the AUTHORITY's policy and decisions pertinent to the work covered by this Agreement. The AUTHORITY may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

### **SECTION 3. RESPONSIBILITIES OF COUNSEL.**

(a) COUNSEL agrees to timely provide the professional services and facilities required to assist the AUTHORITY in the field of finance, bond financing and re-financing and other areas of responsibility as deemed necessary by the AUTHORITY.

(b) COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

(c) COUNSEL designates L. Thomas Giblein as the primary attorney to provide services to the AUTHORITY and will be assisted from time to time by other members of the law firm as they deem appropriate to the needs of the particular transaction.

(d) COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

(e) It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

(f) COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

### **SECTION 4. PAYMENT FOR SERVICES AND BILLING.**

(a) In consideration of the promises and the faithful performance by COUNSEL of its obligations, the AUTHORITY agrees to pay COUNSEL a fee based on a "fixed-fee" per transaction basis, said fee shall be based on the fee schedule attached hereto as Exhibit "B." Any services not directly related to a specific transaction will be billed by COUNSEL on a "Time Basis" method.

(b) On transactions where COUNSEL is being compensated on the "Time Basis" method the AUTHORITY shall compensate COUNSEL for the actual work hours required to perform the services authorized. Payment for services billed on a Time Basis method shall be made to COUNSEL each month for the immediately preceding month's services. COUNSEL shall provide an itemized invoice based on actual services rendered. COUNSEL shall be compensated based on the fee schedule attached hereto as Exhibit "B".

(c) Reimbursable expenses shall be paid in addition to the payment due under subsection (b) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided, however, that all reimbursements of expenses shall be subject to the AUTHORITY's policies and procedures, including:

(1) Reasonable expenses of transportation, when traveling outside of Orlando, (all travel, lodging and meals shall be at rates allowed to public employees under Florida Statute 112.061) long distance calls and facsimile transmissions.

(2) Reasonable expense for reproductions, postage and handling of material associated with the work effort.

(3) If authorized in writing in advance by the AUTHORITY, the reasonable cost of other expenditures made by COUNSEL in the interest of the services provided under this Agreement.

(d) The parties hereto do hereby acknowledge that the fees described in this Agreement are based on the proposed fees to be paid to COUNSEL. All fees outlined in Exhibit "B" are inclusive of Co-Disclosure Counsel fees. The AUTHORITY shall have the right to approve assignments and fees paid to Co-Disclosure Counsel and such fees shall be based on tasks performed. All invoices for services shall include any amount to be paid to Co-Disclosure Counsel.

#### **SECTION 5. GENERAL TERMS AND PAYMENT.**

(a) COUNSEL shall invoice the AUTHORITY or the Third-Party Administrator, as designated by the AUTHORITY, by the 20th calendar day of each month for services performed during the preceding month, when being compensated on the "Time Basis" method, and within twenty (20) days of the closing of a bond transaction when being compensated on the "Fixed Fee" method. The AUTHORITY shall pay COUNSEL within thirty (30) days of receipt of such valid invoice.

(b) COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

**SECTION 6. OWNERSHIP OF DOCUMENTS.** All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of the AUTHORITY after final payment is made to COUNSEL for such services; provided, however, the COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes.

**SECTION 7. TERM.** Unless earlier terminated as provided for herein, this Agreement shall become effective January 1, 2015, and shall run for a term of three (3) years, with two one-year renewals at the AUTHORITY's option. The AUTHORITY shall notify COUNSEL in writing of its decision to renew this Agreement within thirty (30) days of its then effective termination date.

**SECTION 8. CONFLICT OF INTEREST.** COUNSEL hereby certifies that no officer, agent or employee of the AUTHORITY has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of COUNSEL,

and that no such person shall have any such interest at any time during the term of this Agreement.

COUNSEL warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the COUNSEL, to solicit or secure this Agreement and that COUNSEL has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

COUNSEL acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. To the extent applicable, COUNSEL will comply with the aforesaid Ethics Policy in connection with performance of the Agreement.

COUNSEL shall promptly notify the AUTHORITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence COUNSEL's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that COUNSEL may undertake and request an opinion of the AUTHORITY as to whether the association, interest or circumstance would, in the opinion of the AUTHORITY, constitute a conflict of interest if entered into by COUNSEL. The AUTHORITY agrees to notify COUNSEL of its opinion by certified mail within thirty (30) days of receipt of the notification by COUNSEL. If, in the opinion of the AUTHORITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by COUNSEL the AUTHORITY shall so state in the notification and COUNSEL, shall at its opinion, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the AUTHORITY by COUNSEL under the terms of this Agreement.

**SECTION 9. NO ASSIGNMENT.** The parties fully understand and agree that the professionalism and specialization involved in serving as COUNSEL is of paramount importance and that this Agreement would not be entered into by the AUTHORITY except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer its rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of the AUTHORITY. The delegation by COUNSEL of certain assignments or tasks under the Scope of Services to Co-Disclosure Counsel shall not be deemed an assignment of this Agreement for purposes of this Section.

If, during the life of the contract and any renewals thereof, COUNSEL desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the COUNSEL to the AUTHORITY at the time that the contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), COUNSEL shall first submit a request to the Director of Procurement for authorization to enter into such subcontract. Except in the case of any emergency, as determined by the Executive Director of his/her designee, no such subcontract shall be executed by COUNSEL until it has been approved by the AUTHORITY Board. In the event of a designated emergency, COUNSEL may enter into such a

subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

**SECTION 10. AMENDMENT.** No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the scope of services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

**SECTION 11. LOSS OF ESSENTIAL LICENSE.** The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more Key Personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give the AUTHORITY the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of the AUTHORITY whether the affected member of COUNSEL's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

**SECTION 12. INDEPENDENT CONTRACTOR.** COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within the Request for Proposals or this Agreement be construed to create a joint venture, association, or partnership by or among the AUTHORITY and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of the AUTHORITY for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of the AUTHORITY nor bind the AUTHORITY in any manner.

**SECTION 13. INSOLVENCY.** If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that the AUTHORITY may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

**SECTION 14. INSURANCE.** COUNSEL, at its own expense, shall keep and maintain at all times during the term of this Agreement:

(a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars (\$1,000,000) per occurrence claim. The aggregate limit shall either apply separately to this Agreement or shall be at least twice the required per claim limit.

(b) Commercial General Liability -COUNSEL shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$500,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

(c) Workers' Compensation Coverage as required by Florida law.

COUNSEL shall provide the AUTHORITY with properly executed Certificate(s) of Insurance forms on all the policies of insurance and renewals thereof in a form(s) acceptable to the AUTHORITY. The Certificate of Insurance must indicate the AUTHORITY as an additional insured. The AUTHORITY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies licensed and authorized to do business under the laws of the State of Florida and having a financial rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

The AUTHORITY agrees that, if more than one entity is providing COUNSEL services, each firm shall independently be liable to the AUTHORITY for any negligence or professional malpractice committed by the respective entity's employees and that no law firm shall have any cross-liability or responsibility for any negligence or professional malpractice committed by another acting separately or in a co-counsel relationship.

**SECTION 15. INDEMNIFICATION.** If there are any claims for damages attributable to the negligence, errors or omissions of the COUNSEL, their agents or employees while providing the services called for herein, it is understood and agreed COUNSEL shall indemnify and hold harmless the AUTHORITY from any and all losses, costs, liability, damages and expenses arising out of such claims of litigation asserted as a result hereof. However, COUNSEL shall not be responsible for acts or omissions of the AUTHORITY, its agents or employees, or of third parties which result in bodily injury to persons or property.

**SECTION 16. ALTERNATIVE DISPUTE RESOLUTION.** In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

**SECTION 17. WAIVER.** The failure of the AUTHORITY to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of the AUTHORITY's right to strictly enforce such terms and conditions thereafter.

**SECTION 18. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:



For the AUTHORITY:  
Mr. Joseph Passiatore, General Counsel  
Ms. Lisa Lumbard, Interim Chief Financial Officer  
Orlando-Orange County Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807

For COUNSEL:

Mr. L. Thomas Giblin  
2502 Rock Point Drive  
The Pointe, Suite 1060  
Tampa, FL 33607

**SECTION 19. TERMINATION.** The AUTHORITY may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

- (a) immediately discontinue all services affected (unless the notice directs otherwise); and
- (b) deliver to the AUTHORITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

**SECTION 20. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT.** COUNSEL shall conform and comply with and take reasonable precaution to ensure that every one of its directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and the local laws and ordinances. Furthermore, COUNSEL agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 21. SEVERABILITY.** Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

**SECTION 22. ENTIRE AGREEMENT.** It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

**SECTION 23. PUBLIC ENTITY CRIMES.** COUNSEL hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in §287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

**SECTION 24. RIGHTS AT LAW RETAINED.** The rights and remedies of the AUTHORITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 25. APPLICABLE LAW; VENUE.** This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

**SECTION 26. PUBLIC RECORDS.** Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by COUNSEL in conjunction with this Contract, COUNSEL shall immediately notify the AUTHORITY. Thereafter, COUNSEL shall follow AUTHORITY's instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct COUNSEL to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by COUNSEL to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

**IN WITNESS WHEREOF**, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on January 8, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Director of Procurement

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

NABORS, GIBLIN & NICKERSON, P.A.

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

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

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_ (Seal)

Approved as to form and execution, only.

\_\_\_\_\_  
General Counsel for the AUTHORITY

**EXHIBIT "A"**  
**SCOPE OF SERVICES for DISCLOSURE COUNSEL SERVICES**

The firm(s) selected will be required to perform all services and duties customarily and usually performed by Disclosure Counsel. Services to be performed by Disclosure Counsel and Co-Disclosure Counsel (if designated) may include, but are not limited to, the following:

A. Services Relative to Primary Debt Offerings:

1. Serve as a member of the Authority's financing team.
2. Assist the financing team in determining the information and specific language to be included in the Official Statement for bond and/or note issuances.
3. Make inquiries to assure that all material facts are fully disclosed to potential investors and that there have been no material omissions or misstatements of fact regarding a financing.
4. Advise the financing team as to disclosure requirements relative to issuance of the debt instruments.
5. Prepare, with the assistance of financing team members, the Preliminary Official Statement and Official Statement and any amendments thereto in connection with Authority financings.
6. Render appropriate opinions as to the adequacy and completeness of information included in the offering documents relating to Authority financings.
7. Assist the Authority in complying with Federal and State regulatory agencies' laws and regulations including securities laws and perform other related services as required to meet disclosure requirements of Federal and State Securities Laws.
8. Negotiate and prepare the Continuing Disclosure Undertaking.
9. Review transcripts of all proceedings in connection with Authority financing and indicate any necessary corrective action.
10. Attend meetings with Authority staff and officials, the Authority's Bond Counsel, financial advisor, underwriters, rating agencies and others if necessary for development or dissemination of information in connection with the issuance of debt instruments.
11. Counsel and provide advice to the Authority in the preliminary process of developing the appropriate financial plan to fund potential projects contemplated by the Authority.

12. Assist the Authority in ensuring the following disclosure requirements are met:

- Disclosure of potential conflicts of interest and material financial relationships among issuers, advisors and underwriters including those arising from political contributions.
- Disclosure regarding the terms and risks of securities being offered.
- Disclosure of issuer's financial condition, results of operation and cash flows.
- Disclosure of material events for which filings must be made.
- Disclosure of instances of non-compliance with any previous continuing disclosure undertakings under SEC Rule 15c2 12, during the preceding five years.

B. Services Relative to Review and Assistance with the Annual Disclosure Document.

1. Assist the Authority in determining what types of financial information/operating data should be included in the Annual Disclosure Document.
2. Review the Annual Disclosure Document and provide appropriate comment and recommendations for modification.
3. Provide training the Authority staff regarding SEC Rule 15c2 12 and the responsibilities of Authority staff with respect thereto.

C. Services Relative to Formulation of Comprehensive Policies and Standardized Documents for Primary and Secondary Disclosure.

1. Assist the Authority in reviewing and updating current written policy to provide continuing disclosure in compliance with SEC Rule 15c2 12.
2. Assist the Authority in further developing standardized disclosure documents/language and electronic publications for use in connection with primary debt offerings. Said language to include, but not be necessarily limited to:
  - Written agreement for the benefit of the bondholders committing to continuing disclosure (Continuing Disclosure Undertaking).
  - Language to be included in the Official Statements describing the Continuing Disclosure Undertaking.

D. Services Relative to Providing General Advice and Consultation to the Authority and its financing team related to disclosure issues.

The Authority separately selects other financing team members, including Bond Counsel and Issuer's Counsel. The Authority may adjust the responsibilities and assignments of the financing team members in order to best utilize, in the Authority's judgment, the expertise of its various financing team members.

**EXHIBIT "A"**  
**SCOPE OF SERVICES for DISCLOSURE COUNSEL SERVICES**

The firm(s) selected will be required to perform all services and duties customarily and usually performed by Disclosure Counsel. Services to be performed by Disclosure Counsel and Co-Disclosure Counsel (if designated) may include, but are not limited to, the following:

A. Services Relative to Primary Debt Offerings:

1. Serve as a member of the Authority's financing team.
2. Assist the financing team in determining the information and specific language to be included in the Official Statement for bond and/or note issuances.
3. Make inquiries to assure that all material facts are fully disclosed to potential investors and that there have been no material omissions or misstatements of fact regarding a financing.
4. Advise the financing team as to disclosure requirements relative to issuance of the debt instruments.
5. Prepare, with the assistance of financing team members, the Preliminary Official Statement and Official Statement and any amendments thereto in connection with Authority financings.
6. Render appropriate opinions as to the adequacy and completeness of information included in the offering documents relating to Authority financings.
7. Assist the Authority in complying with Federal and State regulatory agencies' laws and regulations including securities laws and perform other related services as required to meet disclosure requirements of Federal and State Securities Laws.
8. Negotiate and prepare the Continuing Disclosure Undertaking.
9. Review transcripts of all proceedings in connection with Authority financing and indicate any necessary corrective action.
10. Attend meetings with Authority staff and officials, the Authority's Bond Counsel, financial advisor, underwriters, rating agencies and others if necessary for development or dissemination of information in connection with the issuance of debt instruments.
11. Counsel and provide advice to the Authority in the preliminary process of developing the appropriate financial plan to fund potential projects contemplated by the Authority.

12. Assist the Authority in ensuring the following disclosure requirements are met:

- Disclosure of potential conflicts of interest and material financial relationships among issuers, advisors and underwriters including those arising from political contributions.
- Disclosure regarding the terms and risks of securities being offered.
- Disclosure of issuer's financial condition, results of operation and cash flows.
- Disclosure of material events for which filings must be made.
- Disclosure of instances of non-compliance with any previous continuing disclosure undertakings under SEC Rule 15c2 12, during the preceding five years.

13. Review of primary financing documents, as applicable.

14. Review and commenting on the Bond Purchase Agreement between the Authority and the Underwriters.

15. Such additional matters as the Authority may from time to time direct Disclosure Counsel to undertake.

B. Services Relative to Review and Assistance with the Annual Disclosure Document.

1. Assist the Authority in determining what types of financial information/operating data should be included in the Annual Disclosure Document.
2. Review the Annual Disclosure Document and provide appropriate comment and recommendations for modification.
3. Provide training the Authority staff regarding SEC Rule 15c2 12 and the responsibilities of Authority staff with respect thereto.

C. Services Relative to Formulation of Comprehensive Policies and Standardized Documents for Primary and Secondary Disclosure.

1. Assist the Authority in reviewing and updating current written policy to provide continuing disclosure in compliance with SEC Rule 15c2 12.



2. Assist the Authority in further developing standardized disclosure documents/language and electronic publications for use in connection with primary debt offerings. Said language to include, but not be necessarily limited to:

- Written agreement for the benefit of the bondholders committing to continuing disclosure (Continuing Disclosure Undertaking).
- Language to be included in the Official Statements describing the Continuing Disclosure Undertaking.

D. Services Relative to Providing General Advice and Consultation to the Authority and its financing team related to disclosure issues.

The Authority separately selects other financing team members, including Bond Counsel and Issuer's Counsel. The Authority may adjust the responsibilities and assignments of the financing team members in order to best utilize, in the Authority's judgment, the expertise of its various financing team members.

## **Exhibit "B"**

### **Fee Schedule**

The following fee structure shall apply for Disclosure Counsel services:

1. Time Basis.

Disclosure Counsel services unrelated to specific transactions will be charged at a blended hourly rate of \$250. The hourly rate shall remain firm during the term of the Agreement

2. Fixed Fee.

<u>Bonds Issued</u>	<u>Fee</u>
\$0 to \$25,000,000	\$1.25 (per \$1,000 of bonds issued)
\$25,000,000 to \$50,000,000	\$0.80 (per \$1,000 of bonds issued)
\$50,000,000 to \$100,000,000	\$0.22 (per \$1,000 of bonds issued)
\$100,000,000 to \$200,000,000	\$0.20 (per \$1,000 of bonds issued)
\$200,000,000 and greater	\$0.16 (per \$1,000 of bonds issued)

Disclosure Counsel fees are specifically capped at \$125,000 per transaction for all transactions under \$200 million. Fees for transactions over \$500 million are subject to negotiation.

Disclosure Counsel fees shall be contingent upon closing the transaction. Expenses actually incurred will be billed to the Authority whether or not a transaction is completed and a minimum not to exceed amount could be negotiated up front based on the facts and circumstances regarding the transaction. Expenses shall be limited to \$1,000 per transaction and shall be substantiated. The expense limit is exclusive of filing fees such as publications and notices, if any, and transcript expenses.

## **CONSENT AGENDA ITEM**

**#10**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: December 16, 2014

RE: Approval of Amendments to Procurement Policy

Board adoption of the attached resolution approving amendments to Article IV, Governing Rules, paragraph A, and Article XII, Exemptions From Competitive Procurement Processes, paragraph J, of the Procurement Policy is requested.

The amendment to Article IV includes and confirms the Five Year Work Plan as prior approval for fiscal sufficiency for all purchases and procurement initiations in excess of \$5,000.00.

The amendment to Article XII revises the definition of artistic services as an exemption from competitive procurement processes.

The amendments have been reviewed by General Counsel.

Attachment

cc: Joseph A. Berenis, Deputy Executive Director, Engineering, Operations, Maintenance & Construction  
Laura Kelley, Deputy Executive Director, Finance and Administration  
Joe Passiatore, General Counsel

**A RESOLUTION OF THE CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY AMENDING THE  
PROCUREMENT POLICY**

**WHEREAS**, the Central Florida Expressway Authority (“CFX”) has previously adopted a Procurement Policy establishing guidelines for purchases of goods and services; and

**WHEREAS**, the governing Board of the CFX wishes to amend the Policy to incorporate revisions related to the governing rules and exemptions from the competitive procurement processes,

**NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY** as follows:

Section 1. The language in Article IV, Governing Rules, paragraph A, of the Procurement Policy is amended to read as follows:

“A. All purchases or procurement initiations in excess of five thousand dollars (\$5,000.00) that are not included in the currently approved Operations, Maintenance and Administration budget or Five Year Work Plan shall be reviewed and approved, in advance, by the Finance Department for fiscal sufficiency.”

Section 2. The language in Article XII, Exemptions From Competitive Procurement Processes, paragraph J, of the Procurement Policy is amended to read as follows:

“J. ~~Art and artistic services~~ Artistic Services – The rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording.”

Section 3. This amendment shall be codified in the CFX Permanent Rules as part of PROC-1.

Section 4. EFFECTIVE DATE. This Rule shall take effect upon adoption by the CFX governing Board.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Welton Cadwell  
Chairman

ATTEST: \_\_\_\_\_  
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality

\_\_\_\_\_  
Joseph L. Passiatore  
General Counsel

## **CONSENT AGENDA ITEM**

**#11**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: December 16, 2014

RE: Approval of Agreement with  
Southwest Research Institute (SwRI) for  
Maintenance and Support of Data Server  
Contract No. 001068

Board approval of the referenced agreement with SwRI in the amount of \$1,486,747.29 is requested to provide maintenance and support of the Authority's Data Server and software as a sole source provider for a three-year period beginning February 1, 2015, and ending January 31, 2018. There will be two 1-year renewal options. This will be a time and materials contract with payment based on the actual services and materials provided by SwRI and approved by the Authority.

The Data Server and software are used to calculate and display travel times on the DMS signs located throughout our system. Services to be provided by SwRI under this agreement include: 24/7 phone support; database administration; configuration updates; patch management; system monitoring; server hardware and device troubleshooting; and maintenance documentation and updates.

In November 2002, the Board approved the designation of SwRI as the sole source contractor to design and maintain the data collection system required to support our Intelligent Transportation System functions of incident management and traveler information. The justification for sole source designation has been reaffirmed by our Director of Expressway Operations.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance  
Laura Kelley, Deputy Executive Director, Finance and Administration  
Corey Quinn, Director of Expressway Operations  
Contract File

**CONTRACT  
MAINTENANCE AND SUPPORT OF DATA SERVER**

This Contract (the "Contract" as defined herein below), is made this \_\_\_\_ day of \_\_\_\_, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and SOUTHWEST RESEARCH INSTITUTE®, hereinafter the CONTRACTOR:

**WITNESSETH:**

**WHEREAS**, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

**WHEREAS**, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

**WHEREAS**, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide maintenance and support for the Authority's Data Server and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY under Contract No. 001068; and,

**WHEREAS**, the AUTHORITY has performed "due diligence" research and investigation and has determined to its satisfaction that CONTRACTOR is the only company that can provide the maintenance and support of the Authority's Data Server at the level of quality required to meet AUTHORITY standards; and,

**WHEREAS**, having verified the CONTRACTOR's unique qualifications, the AUTHORITY has determined that it is in its best interest to "sole source" the services to CONTRACTOR;

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

**1. SERVICES TO BE PROVIDED**

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized



representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract are as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance certificates,
- 1.2 The Scope of Services (Exhibit "A"), and
- 1.3 The CONTRACTOR's Cost Proposal (Exhibit "B")

(collectively, the "Contract").

## **2. TERM AND NOTICE**

The initial term of the Contract will be three (3) years beginning February 1, 2015, and ending January 31, 2018. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 180 days prior to the expiration of the initial three-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for Contractor's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, which shall not be less than ten (10) days from date of the notice, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall be liable and shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

### **3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES**

3.1 The Contract Amount for the three-year Contract Term is \$1,486,747.29.

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with Exhibit "B", CONTRACTOR's Cost Proposal attached hereto.

### **4. AUDIT AND EXAMINATION OF RECORDS**

"Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. "Proposal Records" shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a proposal submitted to the AUTHORITY.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or of the CONTRACTOR or any subcontractor.

If the AUTHORITY requests access to or review of any Contract Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY

because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Contract Records for the entire term of the Contract and for a period of three (3) years after all claims (if any) regarding the Contract are resolved.

## **5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

## **6. CONTRACTOR INSURANCE**

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

**6.1 Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form or equivalent including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for bodily injury and property damage claims by CONTRACTOR under this agreement.

**6.2 Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

**6.3 Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

**6.4 Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the

AUTHORITY from the company providing such insurance, or authorized representative and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

## **7. CONTRACTOR RESPONSIBILITY**

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

- (i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

- (ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to areas upon which services are performed;

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the Standard Operating Procedures, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And

- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, AUTHORITY, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall be responsible for any theft or conversion of collected funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

7.5 CONTRACTOR shall immediately notify AUTHORITY of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for AUTHORITY's toll operations and management services.

## **8. INDEMNITY**

To the extent caused by the CONTRACTOR, the CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission or misconduct of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any intentional misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

8.2 AUTHORITY's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONTRACTOR,

8.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

8.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

8.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

8.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. Notwithstanding the foregoing, CONTRACTOR's total liability for a breach of contract or warranty shall not exceed the value of this Contract. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## **9. PUBLIC RECORDS**

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

## **10. PRESS RELEASES**

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including

without limitation AUTHORITY Property and AUTHORITY Intellectual Property, without first notifying AUTHORITY and securing its consent in writing.

## **11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

Subject to any applicable license or agreement necessary for the performance of this Contract, AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY's ownership of the AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the AUTHORITY's registered trademark name for the AUTHORITY's electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of the AUTHORITY Property and AUTHORITY Intellectual Property is without any warranty or representation by AUTHORITY regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

11.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

11.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**



11.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the AUTHORITY's use of the CONTRACTOR Property or any license granted to AUTHORITY for use of the CONTRACTOR Intellectual Property rights; **AND**

11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by AUTHORITY, CONTRACTOR, or a third party; **or**

11.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

## **12. PERMITS, LICENSES, ETC.**

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

### **13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

### **14. NONDISCRIMINATION**

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

### **15. SUBLETTING AND ASSIGNMENT**

AUTHORITY has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

Notwithstanding the foregoing:

15.1 CONTRACTOR may assign its rights to receive payment under this Agreement with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

15.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by the AUTHORITY Board. In the event of a

designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

## **16. DISPUTES**

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## **17. REMEDIES**

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

## **18. PREVAILING PARTY ATTORNEY'S FEES**

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and AUTHORITY shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

## **19. OTHER SEVERABILITY**

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## **20. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

## **21. RELATIONSHIPS**

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall structure its relationship with its employees such that the employees may be assigned, reassigned, or transferred from one toll collection plaza to another by CONTRACTOR, upon written direction or request of AUTHORITY.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

## **22. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

## **23. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

23.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

23.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

23.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

23.4 Obligations upon expiration or termination of the Contract, as set forth in Section 24; and

23.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

## **24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

24.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to AUTHORITY a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

24.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.



IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on January 8, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Director of Procurement

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

SOUTHWEST RESEARCH INSTITUTE®

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

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

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (Seal)

Approved as to form and execution, only.

\_\_\_\_\_  
General Counsel for the AUTHORITY

**EXHIBIT A**

**SCOPE OF SERVICES**

# SOUTHWEST RESEARCH INSTITUTE®

8220 CULEBRA ROAD 78238-5166 • P.O. DRAWER 28510 78228-0510 • SAN ANTONIO, TEXAS, USA • (210) 684-5111 • WWW.SWRI.ORG

AUTOMATION AND DATA SYSTEMS DIVISION

December 11, 2014

Mr. Corey Quinn  
Orlando-Orange County Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807

Subject: Proposal for Three-Year Extension of Support and Maintenance of the Central  
Florida Expressway (CFX) Data Server;  
Proposal Number 10-73017

Dear Mr. Quinn:

Southwest Research Institute® (SwRI®) is pleased to submit this proposal to the Central Florida Expressway Authority (CFX) for the CFX Data Server (ODS) project. This scope of work continues the ODS maintenance and support for three additional years. The maintenance and support activities include 24/7 issue response phone support, database administration including a database upgrade, alarm and other configuration updates, patch management, system monitoring and providing maintenance activities via support tickets. To support these activities, SwRI will provide project management and conduct monthly client review meetings. SwRI will provide the aforementioned support and maintenance activities for a period of three years anticipated to begin on February 1, 2015 and conclude on January 31, 2018.

## Scope of Work – Recurring Tasks

The following scope is included as part of the proposed extension to the ODS project:

- **ODS Support Tickets**

Support tickets will be used to resolve software, communication, hardware, and other problem issues that occur. Support tickets will be tracked as Software Problem Reports (SPRs). SwRI will track the number of man-hours for each support issue. Prior to initiating effort in resolving an issue, SwRI will characterize a support ticket as being in one of the following three levels:

- Low: An issue will be considered a low level of effort if the resolution is estimated to take less than 4 hours.
- Medium: An issue will be considered a medium level of effort if the resolution is estimated to take up to 12 hours.
- High: An issue will be considered a high level of effort if the resolution is estimated to take more than 12 hours.

In accordance with the scope of services, in the event of a Critical Issue, one that impairs the production/distribution of data, SwRI may proceed with steps necessary to resolve the condition even if an Authority representative cannot be reached. This effort may continue until the problem is resolved or communication is established with an Authority representative.



Benefiting government, industry and the public through innovative science and technology

These Support Ticket funds may be used to perform additional configuration, database administration, and other support activities as needed. This task is estimated as a level of effort. Consequently, should funds be consumed prior to the end of the period of performance, additional funds will have to be added to the contract, or remaining funds from other scoped activities could be reallocated by direction from the Authority. If no remaining contract funds are available, ODS support activities will cease until funding is reestablished. SwRI will invoice the actual labor utilized in resolving support issues no matter what the provided estimate for that issue reflected.

Additionally SwRI will provide troubleshooting and support for planned hardware upgrades during the contract period. Support will be provided using ODS Support Tickets to ensure that new hardware is working properly and for installation and testing for the ODS software.

- **ODS Activity and Issue Coordination**

SwRI will notify a regional email alert list of ODS activities and issues that affect external interfaces/agencies. Notification will be sent prior to planned ODS activities. Notification will also be sent after ODS activities, or following the resolution of an issue that affected the external interfaces/agencies with a brief description of the issue, if known.

SwRI will maintain a regional email alert contact list that contains contact information for agencies who participate, maintain, and/or monitor interfaces of the ODS. SwRI staff will receive and will provide responses to requests from other agencies through Support Tickets.

- **24/7 Phone Support**

SwRI will provide 24/7 support for the CFX Data Server. Support issues will be categorized as one of the following types depending upon the nature of the issue:

- Critical: Issues that prevent the operation of core functionality of the ODS. This core functionality includes the production of travel time data for links, providing updates to travel time messages on CFX Dynamic Message Sign (DMS), and distribution of calculated data over the Center-to-Center (C2C) infrastructure. SwRI will provide support for these issues 24 hours a day, seven (7) days a week and will maintain a dedicated support phone number for establishment of support cases. SwRI support staff will respond to the support request initiator within a one-hour call-back timeframe to confirm that SwRI has received the request and has initiated an investigation into the issue. This support will be facilitated by an answering service with the ability to notify designated SwRI support staff. Time necessary to respond to critical support requests will be funded under ODS Support Tickets.
- Non-Critical: These issues are those that are not preventing the core operations of the Data Server. Non-critical issues may include activities that can be scheduled in advance, such as preventive maintenance tasks, as well as minor system errors that do not affect system stability. Non-critical issues will be

reported to SwRI during normal SwRI business hours (8:00 AM to 5:00 PM Central Time, Monday through Friday excluding SwRI holidays). SwRI will respond to the support request within eight (8) hours of its receipt or next business day. SwRI holidays will be included in the Method of Procedure (MOP) document, which will be maintained under the terms of this agreement. The MOP will contain contact information and escalation procedures for the establishment of these support cases.

For both critical and non-critical issues, SwRI will respond to the support requester and an Authority representative if they are not the support requester, acknowledging the support request and identifying whether the issue is critical or non-critical in nature. ODS Support Tickets will be used to investigate and resolve both critical and non-critical issues.

SwRI will provide the 24/7 support utilizing the following resources:

#### **Answering Service**

SwRI will use a 24/7 answering service to receive requests for support of critical issues. This answering service will allow for a consistent front-line point-of-contact for the Authority, the FDOT, or other stakeholder agencies that encounter a critical condition in the core functionality of the ODS. The answering services will continue to contact SwRI support staff until the call is acknowledged. The answering service will be accessed by a toll-free number. In addition, the Data Server Event Manager will be configured to automatically email the answering service in the event that a configured alarm for critical issues is detected by the Event Manager. The answering service will then initiate a support call to SwRI personnel to investigate the issue. Service affecting issues that are detected during SwRI business hours will first be reported using the SwRI CFX lab number (210) 522-5450, and then using the answering service in the case that SwRI staff cannot be reached via the lab number.

#### **Support Staff**

SwRI will provide support staff with working knowledge of the ODS and external interfaces as front-line support contacts for response to support requests. Support staff will be responsible for responding back to support requesters to confirm that SwRI has received a critical support call and is initiating an investigation into the issue. Also, support staff will report on the status and resolution of the issue if one is found. If a support call is initiated by the ODS Event Manager, the support staff will determine if the issue is critical in nature, and will initiate efforts to resolve the situation. In the event a critical issue is reported and cannot be resolved promptly, SwRI will contact a predefined list of Authority designated representatives. The Authority will provide the contact information for these representatives for inclusion in the MOP.

#### **Development Staff**

ODS developers will be on-call to support critical service calls escalated by support staff.

- **Database Administration**

SwRI will provide support to monitor and maintain the stability of the ODS database. This support will be performed by SwRI staff with support from SAP support. The support provided will consist of database monitoring, scheduled database administration tasks, and database support tickets.

**Database Support Tickets**

SwRI will utilize database support ticket funds for resolving issues affecting the function of the database. Additional database administration activities may be initiated using Support Ticket funds if approved by Authority representatives.

**Database Monitoring**

SwRI will utilize monitor the database system logs to minimize the loss of ODS core functionality due to database issues. Some examples of the monitored conditions include: insufficient memory allocations, transaction logs exceeding available space, and assorted performance indicators. SwRI will work towards a resolution of the issue. SwRI will contact Authority representatives concerning the issue. Efforts to resolve the condition will utilize critical Database Support tickets.

**Scheduled Database Administration Tasks**

SwRI will assess the database server configuration and database performance every six months as a preventative maintenance task. These activities will be scheduled in advance and occur approximately every six months.

Database administration tasks performed every six months will be funded via non-critical Database Support tickets. Database administration activities may be initiated using Support Ticket funds if approved by Authority representatives in the event that estimated funds for database support tickets are expended.

- **Patch Management**

**Commercial-Off-The-Shelf (COTS) Patch Management**

SwRI will perform patch management of the Sun/Solaris servers that are part of the Data Server system. Patch management refers to evaluating the Solaris operating system patches that are available and deploying them on the production and backup servers. Patching of COTS software and firmware used by the Data Server but not related to the Solaris or Windows operating systems will also be evaluated annually and applied if needed. COTS patch management will include the following tasks:

- Initial configuration of the patch management server processes to the existing SwRI-managed Data Server servers in San Antonio
- Annual patch release maintenance, which will include:
  - Identification of the recommended patch cluster.
  - Identification and, if needed, installation of COTS patches not associated with the operating systems.

- System function testing to mitigate the risk of patches compromising ODS system stability on SwRI test servers in San Antonio.
- Following successful testing, installation of patches to backup and production servers will occur.

Critical patch updates required to address important security patches or to ensure system compatibility with hardware or other required COTS software upgrades will be performed using Support Ticket funds. Additional patching activities may be initiated using Support Ticket funds if approved by Authority representatives in the event that estimated funds for patch tickets are expended.

- **System Monitoring**

SwRI will perform manual checks on the system to ensure the system is operating correctly and to detect potential system events that could result in downtime. SwRI will perform manual system checks of the Data Server two times per week, on Tuesday, and Friday. Issues discovered while performing system monitoring tasks will be investigated and resolved utilizing Support Tickets. Manual checks will include the following:

- Checking the ODS user interface
  - Ensure the interface is accessible
  - Ensure the expected links are reporting data
  - Ensure the expected DMSs are updating with travel time data
  - Check the ODS Software alarms and process integrity (restarts, errors, etc.)
- Checking regional public website
  - Ensure expected CFX and external links are reporting data
- Check remote access to primary and backup ODS servers
- In-depth DMS checks
  - Ensure that the ODS is sending DMS travel time messages asynchronously
  - Check for errors in logs
- In-depth C2C and realtime data checks
  - Check C2C data feed using Status Interface Test Client and the internet-accessible query page
  - Check realtime data
  - Check for dynamic link mismatching
- In-depth DCS tag status
- In-depth process status checks
  - Ensure no processes are late, dead, or having errors
  - Check for new abnormal alarms
- Monitoring for known ODS software issues
- Hardware monitoring including:
  - Server disk space and memory usage

- Status of disk and tape array
- Testing 24/7 Message Service Response:
  - Send test alarm and ensure proper response from 24 / 7 message service
- Check automated scripts :
  - Ensure automated scripts are running properly and producing results.

Additional system monitoring activities may be initiated using Support Ticket funds if approved by Authority representatives in the event that estimated funds for system monitoring are expended.

- **Server Hardware and Device Troubleshooting**

**Data Server Hardware Troubleshooting**

SwRI will provide troubleshooting support for Data Server hardware failures as requested. Support will include participating in coordination teleconferences, working with SAP and/or the Authority to open a hardware repair case with SAP, and testing to ensure that hardware repairs were successful. For additional coordination support required beyond what SwRI estimated in this proposal, Support Ticket funds will be utilized. However, if more coordination support is required beyond what SwRI estimated in this proposal, SwRI will seek approval before exceeding that level of effort. SwRI will track the number of man-hours for all Data Server hardware troubleshooting support as critical support tickets.

**DCS and DMS Troubleshooting**

SwRI will provide troubleshooting support for CFX Data Collection Sensor (DCS) or CFX DMS failures as requested. Support will include participating in coordination teleconferences, querying the Data Server's database for DCS and DMS data, retrieving and distributing Data Server log data, and general troubleshooting efforts to resolve CFX DCS and CFX DMS failures as non-critical support tickets.

SwRI will track the number of man-hours for all troubleshooting support provided to resolve CFX DCS or CFX DMS failures. Additional device troubleshooting activities that exceed the original SwRI estimate will use Support Ticket funds.

- **Additional Development**

SwRI will provide support to complete small development tasks on an as needed basis. These tasks will be defined as development updates outside of the normal scope of regular support. Additional time need to complete this development, as well as additional development requests during the period of the contract, will be tracked in separate task work orders and will utilize Support Ticket funds.

- **One Time Tasks**

**Planned Upgrade to Sybase ASE 15**

The current version of Sybase (ASE 12.5.4) was set to end of life on December 31, 2009, thus SwRI will need to upgrade Sybase to the newest recommended version of



Sybase sufficient to support the project through and beyond the contracted period of performance. SwRI will utilize Sybase Migration Services to assist in the upgrade. SwRI will first upgrade the test servers located at the SwRI facility, then the backup servers located at Hiawasse, and finally the production servers located at CFX Headquarters. Licenses and support for the new installation will be purchased for this effort as well.

Thorough testing will be performed on the upgraded database at each facility before upgrading the database at the next facility. As part of the testing, SwRI will work with Sybase to ensure database performance allows the system to operate effectively. Sybase upgrade activities may be initiated using Support Ticket funds if approved by Authority representatives in the event that estimated funds for the database upgrade are expended.

- **Project Management**

SwRI's Project Manager will work with the Project Manager designated by the Authority on decisions that affect SwRI's participation in the Data Server project. However, the final direction on matters concerning this project will remain with CFX's Project Manager.

**Key Personnel**

SwRI will identify key project staff to the Authority. SwRI will make no changes to the SwRI Project Manager role without written notification and approval from CFX. SwRI will notify the Authority of any other changes in key project staff.

Current key personnel are listed below:

Project Manager and Technical Lead: Clay Weston (Professional Level 2)

System Administrator: Paul Villela (Senior Technician)

**Schedule**

The following list represents the major project milestones:

- Notice to Proceed (per the scope of services, a start date of February 1, 2015, is assumed)
- Monthly Status Meetings: 39 status meetings to correspond with SwRI billing periods and Status Report generation
- COTS Patch Releases: Deploying planned software patches for COTS software annually
- ODS Patch Releases: Development, testing, and deployment of ODS software patches and/or enhancements annually.

The schedule, to be delivered prior to the first status meeting, will provide 20 calendar days for Authority review of all submittals and 15 calendar days for Authority review of re-submittals. SwRI may continue project efforts while submittals are being reviewed. It is understood that doing so does not relieve SwRI of the responsibility to answer and incorporate review comments into the project, nor does it entitle SwRI to additional compensation as a result of making changes due to review comments. If the CFX

submittal review time is exceeded, SwRI will not assume that the submittal is approved without comment. However, schedule adjustments will be made if the CFX review time is exceeded.

When there is an actual or potential delay in the schedule or if SwRI proposes to change the sequence or duration of any activities, an updated schedule and accompanying narrative will be submitted to CFX for approval.

### **Meetings and Progress Reporting**

SwRI will participate in Status Meetings once per each four-week period. Two business days prior to all status meetings, SwRI will submit a status report and updated SPR Log for review. The status report will include uptime statistics for the ODS, a chart showing cumulative invoiced dollars versus budget to date, an updated list of issues, action items, and risks with status and required resolution dates. Status meetings will include the review and discussion of the status report and updated SPR Log. SwRI will submit minutes of these meetings to CFX within five business days after the status meeting. Travel is included for six separate on-site client review meetings. Each meeting will consist of two project team members for a one night trip to and from CFX headquarters.

SwRI will continue to maintain an Action Item database. This database will be used to support the closure of action items in a timely manner. SwRI will continue to maintain a Risks database. This database will be used to track the progress of risks associated with success of the project.

### **Project Submittals**

SwRI will be responsible for making submittals to CFX for review. CFX's review time will start when required deliverables for each submittal have been received and end with the return shipping of the review comments.

SwRI will continue to provide documents for review and submittal in the manner which we have in the past. This includes an editable format (depending upon the type of document) and an Adobe Acrobat (.pdf) format file. For those documents whose size exceeds the limits on stakeholders' mail applications, SwRI will request assistance from the Authority or Authority representative to distribute documents via their established file distribution application.

### **Invoice Submittal**

SwRI will provide backup documentation with invoices that contain detailed invoicing information to the Authority. The backup documents will contain the same information, in the same form as currently provided. The following information will be included:

- Amount of the current invoice
- Amount invoiced to date
- Contract limiting amount
- Percent of the contract limiting amount invoiced to date
- Balance (contract limiting amount minus the amount invoiced to date)
- Retainage percentage

- Fee percentage - for Direct Costs, such as 24/7 answering service

The invoice backup information will include the number of hours billed per labor category. In addition, average hourly rates per labor category for the billing period will be included with the original invoice delivered to the Authority.

In the event that estimated funds for generation of the detailed invoice backups are expended, SwRI is authorized to continue generation of the invoice support materials utilizing Support Tickets.

- **Maintenance Documentation and Updates**

SwRI will update the MOP Document and SPR Log during this maintenance period. SwRI will maintain notes for other documentation updates required due to ODS software patches, other software changes, or COTS software updates/changes made within this maintenance period. These notes will be used for official documentation updates required for the next release of the ODS.

**Method of Procedures Document Updates**

SwRI will submit an updated version of the MOP as needed during the life of this maintenance period. Updates will reflect changes in procedures, updated contract information, and updates based on the Authority's comments/recommendations. SwRI has budgeted for one update to occur during the maintenance period. If additional updates of the MOP are needed, Support Ticket funds will be utilized.

**Software Problem Report Log Updates**

SwRI will maintain and resubmit an updated SPR Log to correspond with each invoicing period. The updated SPR Log will be submitted prior to the status meeting. SwRI will review the SPR Log with the Authority during the status report meeting. SwRI will update the SPR Log according to the current status of the issues and in accordance with recommendations of the Authority.

- **CFX Responsibilities**

The Authority will provide the following to assist SwRI in the monitoring and maintenance of the Data Server:

- VPN Access: The Authority will provide SwRI with VPN access to the primary and backup ODS servers, located at CFX Headquarters and the Hiawasse mainline plaza, respectively. VPN access will be subject to availability.
- Oracle Hardware Maintenance: The Authority will ensure that the Data Server's Oracle servers are covered under a maintenance agreement with Oracle. Should the Oracle hardware become end of life and not supportable by Oracle, CFX will be responsible to procure new hardware or provide on-going hardware maintenance support.
- Windows Hardware Maintenance: The Authority will ensure that the Data Server's C2C Windows Servers are maintained and will provide support to resolve hardware issues.

- Coordination Delegates: The Authority will designate a delegate(s) for coordination of maintenance activities, coordination with Sun, coordination with DCS troubleshooting, and coordination with DMS troubleshooting.
- Maintenance Windows: The Authority or Authority representative will define maintenance windows for support activities. Maintenance windows will require coordination with FDOT if the activity will interrupt the provision of travel times from the ODS to FDOT.

### Cost Summary

The following table outlines the budget allocations for the tasks that are part of this proposal. SwRI understands that the total cost is a not-to-exceed limiting amount that will be added to the current not-to-exceed limiting amount of the ODS project. If the required level of effort for any particular category of support exceeds the estimated level of effort for that category, the Authority may authorize work to continue under the Support Ticket funding. If the contract ceiling is reached prior to the end of the period of performance, work will cease until the contract is amended with additional funding.

Task	Total Cost
Support Tickets	\$768,708
24/7 Phone Support	\$28,952
Database Administration	\$49,449
COTS Patch Management	\$38,013
System Monitoring	\$69,358
Server Hardware/Device Troubleshooting	\$113,200
Additional Development	\$95,476
Project Management	\$207,976
Sybase Upgrade	\$115,615.29
<b>Total</b>	<b>\$1,486,747.29</b>

It is assumed all support will be provided remotely from the SwRI facilities in San Antonio. If on-site travel is required, trip expenses will utilize Support Ticket funding.

### Schedule

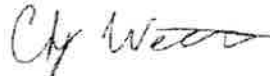
The period of performance for this proposal will be three years from the notice to proceed.

Mr. Corey Quinn  
Proposal No. 10-73017  
December 11, 2014  
Page 11

### Summary

The total cost for the tasks included in this proposal is \$1,486,747.29 as detailed in the attached cost proposal. If you have any questions or comments, please contact me at (210) 522-2954 or by e-mail at [clay.weston@swri.org](mailto:clay.weston@swri.org). Contractual questions or concerns should be directed to Ms. Patty Cade at (210) 522-2397 or by e-mail at [patty.cade@swri.org](mailto:patty.cade@swri.org).

Sincerely,



Clay Weston  
Sr. Research Analyst  
Transportation Management Systems Section  
Intelligent Systems Department


Approved by:



Susan B Crumrine  
Vice President  
Automation and Data Systems Division

CW/cp

Attachment

cc: Josh Johnson  
Steve Dellenback Ph.D., PMP   
John Hope (Atkins)

**EXHIBIT B**

**COST PROPOSAL**

Proposal: 10-73017B, Ver. 0	Southwest Research Institute	Proposal Number: 10-73017B
RFQ Ref.:	Client: Central Florida Expressway Authority (CFX)	Date: 12/10/2014
Proposal Manager: Clay Weston	Summary Cost Breakdown - Attachment A	Time: 2:11:34 PM
Rate Tables: SWRI COMMERCIAL - FULLY-LOADED		Page: 1

Period of Performance: 02/2015 - 01/2018

Burden thru \*\*\*MHB

MHB = Materials and Handling Burden

TASK ID:	001	Total Program	
<b>Resource - Description</b>			
<b>LABOR</b>			
B10PL3-TM - Professional Level 3	210.50	57,866.45	
Rate		274.90	
C10PL2-TM - Professional Level 2	3,113.00	608,716.02	
Rate		195.54	
D10PL1-TM - Professional Level 1	356.00	52,655.96	
Rate		147.91	
E10ST-TM - Senior Technical	5,906.00	656,451.90	
Rate		111.15	
G10C-TM - Clerical	8.00	706.96	
Rate		88.37	
TOTAL LABOR Hours/Cost	9,593.50	1,376,397.29	
<b>MATERIAL</b>			
SUB - Subcontracting		71,101	
TOTAL MATERIAL Cost		71,101	
<b>OTHER</b>			
OTHER - Other Direct Costs		21,840	
TOTAL OTHER Cost		21,840	
<b>TRAVEL</b>			
TRAVEL - Travel		17,409	
TOTAL TRAVEL Cost		17,409	
Total Estimated Cost		1,486,747.29	
Estimated Cost		1,486,747.29	

Southwest Research Institute ©

Use or disclosure of this cost/pricing data is subject to the restrictions set forth in this proposal.

**Southwest Research Institute  
Schedule of Billing Rates  
SwRI Proposal No. 10-73017B**

<b><u>Direct Labor</u></b>	<b><u>Hourly Rate</u></b>
Professional Level 4	\$381.17
Professional Level 3	\$274.90
Professional Level 2	\$195.54
Professional Level 1	\$147.91
Senior Technician	\$111.15
Technician	\$99.87
Clerical	\$88.37

Contract will abide by Florida Public Records Law,  
Chapter 119 of the Florida Statutes

**SwRI PROPRIETARY**



## TASK: 001

<u>Company</u>	<u>Service</u>	<u>Unit</u>	<u>Amount</u>
Answer.NET	24/7 Answering Services	*Month	\$7,111.65
Sybase	Migration Services	**T.E.C.	\$ 40,628.62
Sybase	ASE Small Business Edition License	**T.E.C.	\$ 11,737.87
Sybase	Support for Sybase 15.x	**T.E.C.	\$ 3,779.02
Sybase	Support for Sybase 15.x	**T.E.C.	\$ 3,873.50
Sybase	Support for Sybase 15.x	**T.E.C.	\$ 3,970.33
<b>Subtotal Subcontracting</b>			<b>\$71,101.00</b>

\* Amount is based on 36 months of service with an average charge of \$197.54583

\*\* Total estimated cost for one time effort.

Sybase Subcontracting amounts are calculated by using the total quote amount x's CPI (2.5%) x's MHB (4.2%)

ex. Answer.NET	$\$6,825 \times 4.2\% = \$7,111.65$
Sybase Migration	$\$38,040 \text{ (Quote)} \times 2.5\% \text{ (CPI)} = \$38,991 \times 4.2\% \text{ (MHB)} = \$40,628.62$
Sybase Small Business License	$\$10,990 \text{ (Quote)} \times 2.5\% \text{ (CPI)} = \$11,264.75 \times 4.2\% \text{ (MHB)} = \$11,737.87$
Sybase Support	$\$1,208.90 \text{ (Quote)} \times 3 \text{ licenses} = \$3,626.70 \times 4.2\% \text{ (MHB)} = \$3,779.02$
Sybase Support	$\$3,626.70 \times 2.5\% \text{ (CPI)} = \$3,717.37 \times 4.2\% \text{ (MHB)} = \$3,873.50$
Sybase Support	$\$3,717.37 \times 2.5\% \text{ (CPI)} = \$3,810.30 \times 4.2\% \text{ (MHB)} = \$3,970.33$

Support compounded over 3 years

MHB = Materials and Handling Burden

For explanation of Sybase upgrade, see "One Time Tasks" section (pages 6-7) of the attached Scope of Work

December 10, 2014

**OTHER DIRECT COST BREAKDOWN**

**Proposal Number: 10-73017B**

**TASK: 001**

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Primary 24/7 On Call Support	156 weeks	\$ 80.00	\$ 12,480.00
Backup 24/7 On Call Support	156 weeks	\$ 60.00	\$ 9,360.00
			\$ -
			\$ -
<b>Subtotal Other Direct Costs</b>			<b>\$ 21,840.00</b>

For explanation of 24/7 on call support, see "24/7  
Phone Support" section (pages 2-3) of the attached  
Scope of Work

Proposal No. :  
RFP Not

10-73017B

Southwest Research Institute  
Client: Central Florida Exprwy Authority  
Title: CFX Data Server Maintenance  
Travel Breakdown - Attachment A

Manager:  
Date: 12/10/2014  
Clay Weston

Task	Purpose	Destination	No. Staff Per Trip	No. Days Per Trip	Air Fare	Lodging Rate	M&IE Rate	Car Rental Rate	Misc. Rate	Total Cost per Trip	No. Trips	Travel Total
Trip 1	Onsite Client Meeting	Orlando, FL	2	2	\$ 500.00	\$ 150.00	\$ 56.00	\$ 75.00	\$ 50.00	\$ 2,074.00	3	\$ 6,222.00
Trip 2	Onsite Client Meeting	Orlando, FL	3	3	\$ 500.00	\$ 150.00	\$ 56.00	\$ 75.00	\$ 50.00	\$ 3,729.00	3	\$ 11,187.00
			1	1							1	\$ -
			1	1							1	\$ -
											Subtotal Travel	\$ 17,409.00

**Trip 1**

Airfare estimates are \$500 x No. of staff = ex. 500 x 2 = \$1,000  
Lodging rate is calculated by No. of days x No. of Staff = ex. \$150\*2\*2=\$600  
M&IE rate is calculated by No. of days x No. of Staff = ex. \$56\*2\*2=\$224  
Car rental estimates are \$75 x No. of days = \$75\*2 = \$150  
Miscellaneous estimates include fuel for car rental, baggage fees, parking, cab fares, bus/rail passes, etc. and are calculated by No. of staff = ex. \$50\*2 = \$100  
Multiply total x's the No. of trips = \$1,000+\$600+\$224+\$150+\$100\*3 trips = \$6,222


**Trip 2**

Airfare estimates are \$500 x No. of staff = ex. 500 x 3 = \$1,500  
Lodging rate is calculated by No. of days x No. of Staff = ex. \$150\*3\*3=\$1,350  
M&IE rate is calculated by No. of days x No. of Staff = ex. \$56\*3\*3=\$504  
Car rental estimates are \$75 x No. of days = \$75\*3 = \$225  
Miscellaneous estimates include fuel for car rental, baggage fees, parking, cab fares, bus/rail passes, etc. and are calculated by No. of staff = ex. \$50\*3 = \$150  
Multiply total x's the No. of trips = \$1,500+\$1,350+\$504+\$225+\$150\*3 trips = \$11,187

Note that costs presented are for estimating purposes only. Florida Statute 112 will be followed for any invoicing for reimbursement by CFX.

## MEMORANDUM

**To:** Claude Miller  
Director of Procurement

**From:** Corey Quinn, P.E.   
Director of Expressway Operations

**Date:** December 17, 2014

**Re:** **Renewal of Southwest Research Institute O&M Support Contract**  
**CFX Data Server, Contract No. ~~000678~~ 001068**

As the original software designers of the CFX Data Server travel time system, Southwest Research Institute (SwRI) is uniquely qualified to provide maintenance and support. SwRI has performed well over the life of the maintenance and support contract, ensuring an average uptime of 99.9%. This high availability provides reliable travel time information to Authority customers on a 24/7 basis displayed on the Authority's Dynamic Message Signs (DMS) that are located system wide. Our travel time data is also displayed through FDOT's public website for real time distribution as a value to our customers. The following logic documents our reasoning for sole source justification:

- The Authority has very high expectations regarding the accuracy and reliability of the travel time information it provides to its customers. Since Dynamic Message Signs are strategically located at key travel decision locations on our system, decision-quality travel time information is part of the value Authority customers receive for their toll. Because of CFX's high quality and up time expectation, it is critical for the Authority to select the most qualified contractor possible to provide operations and maintenance (O&M) services on for the Data Server.
- SwRI is the most qualified contractor to perform data server O&M support for the following reasons:
  - SwRI is the author of the data server computer code. As such, they possess the skills and institutional knowledge to necessary to maintain the software and database structure of this complex and specialized system efficiently.
  - SwRI is also the author of Transguide, which was the source of the original computer code for the Authority's Data Server. SwRI has deep institutional knowledge regarding the origins and composition of the base source code used by the Authority's travel time system, which allows them to troubleshoot software issues in the most efficient manner.
- SwRI has performed exceptionally well in their Data Server O&M responsibilities, particularly in terms of Data Server system up-time. Over the past twelve months, Data Server system availability has ranged from a low of 99.617% to a high of 99.988%, 24 hours per day, 7 days per week. This allows continuous travel time information.

Based on the above and the attached documentation, I am reaffirming that the justification for sole source designation presented in November 2002 is still valid and requesting that the exemption be approved for this contract.

#### Attachments

cc: C. Lattimer, PE, PMP, Atkins  
J. Hope, Atkins

**MINUTES  
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
BOARD MEETING  
July 23, 2003  
9:30 a.m.**

Board Members Present: Allan Keen, Chairman  
Orlando Evora, Vice Chairman  
Arthur Lee, Secretary-Treasurer

Board Member Participating  
By Telephone: Michael Snyder, Ex-Officio Member

Board Members Absent: Richard Crotty, Ex-Officio Member

Directors Present: Harold Worrall, Executive Director  
Joseph Berenis, Deputy Executive Dir./Dir. of Engineering  
Joann Chizlett, Director of Information Technology  
Ben Dreiling, Director of Construction and Maintenance  
Jorge Figueredo, Dir. of Operations, Communication & Marketing  
Terri Slack, Chief Financial Officer

Others Present: Ken Wright, Shutts & Bowen  
Robert Paulsen, PBS&J  
Darleen Mazzillo, Recording Secretary  
(See Exhibit "A" for others in attendance)

A meeting of the Orlando-Orange County Expressway Authority was held on Wednesday, July 23, 2003 at 525 South Magnolia Avenue, Orlando, Florida. Chairman Allan Keen called the meeting to order at 9:30 a.m.

**APPROVAL OF MINUTES**

The minutes of the June 25, 2003 board meeting were presented for approval.

**A motion was made by Mr. Evora and seconded by Mr. Lee to approve the June 25, 2003 minutes as submitted. The motion carried with four members voting AYE by voice vote; Mr. Crotty was not present.**

**CONSENT AGENDA**

1. Approval to enter into contract with the East Central Florida Regional Planning Council to facilitate a Working Group to provide input on the proposed Northern Extension of SR 429
2. Approval of extension to Legislative Lobbying Services Contract with Paul Bradshaw for a one-year period
3. Approval to enter into a supplemental agreement with Pecora & Pecora for additional costs related to the SR 408 Widening Public Information Project and Summer E-PASS Promotion
4. Approval of one-year renewal of contract with Universal Staffing Employment, Inc.
5. Approval of payment to offset increased medical coverage costs for Universal Staffing Employment, Inc.
6. Approval to renew contract for a one-year term with Xtranet, Inc. for Wide Area Network Consultant Services
7. Status of Right-of-Way Activities
8. Authorization to enter into contract with Dyer, Riddle, Mills & Precourt, Inc. for Final Design Services for Project 253C (SR 408 Widening – Conway Rd. to Oxalis Ave.)
9. Authorization to enter into Supplemental Agreement with PBS&J for GEC Control Survey and Aerial Mapping Services for the Maitland Extension from SR 429 to US 441
10. Authorization to enter into Supplemental Agreement with Dyer, Riddle, Mills & Precourt, Inc. for additional final design services on Project 252B (SR 408 Widening – Hiawassee Rd. to Tampa Ave.)
11. Approval to enter into contract with Southwest Research Institute to prepare design, specifications and acceptance test plan for the OOCEA Data Server Project
12. Authorization to enter into Supplemental Agreements for the following construction projects:
  - ~ Contract 716A      Transportation Safety Contractors
  - ~ Contract 903      Jones Bros.
  - ~ Contract 719      Trans Tech Electric, L.P.
13. Authorization to enter into contract with the University of Central Florida – Center for Advanced Transportation Systems Simulation for evaluation of benefits to traffic operations from the Holland West Mainline Plaza Open Road Tolling Project
14. Authorization to enter into negotiations with Metric Engineering, Inc. for CEI Services for Project 252B (SR Widening from Kirkman Rd. to Tampa Ave.)

Mr. Evora stated that he would abstain from voting on Consent Agenda Item #11, due to his firm's representation of Southwest Research. (Memorandum of Voting Conflict attached as Exhibit "B").

**A motion was made by Mr. Evora and seconded by Mr. Synder to approve the Consent Agenda, with the exception of item #11. The motion carried with four members voting AYE by voice vote; Mr. Crotty was not present.**



## ORLANDO - ORANGE COUNTY

525 SOUTH MAGNOLIA AVENUE, ORLANDO, FLORIDA 32801-4414  
TELEPHONE (407) 316-3800 • FAX (407) 316-3801 • WWW.OOCEA.COM

### MEMORANDUM

TO: Members of the Board  
Orlando-Orange County Expressway Authority  
525 S. Magnolia Avenue  
Orlando, FL 32801

FROM: Ben Dreiling, P.E.  
Director of Construction and Maintenance

DATE: July 15, 2003

RE: Phase I Expressway Management System  
OOCEA Data Server – Authorization to Design

Authorization is requested to enter into a contract with Southwest Research Institute to prepare the design, specifications and the acceptance test plan for the OOCEA Data Server Project for a fee not to exceed \$475,000.00.

The Board previously authorized staff to enter into negotiations with Southwest Research Institute for the Data Server Project in November 2002. The Data Server will provide the traffic data collection system required to support incident management and traveler information for the OOCEA Expressway System. Based on several negotiations sessions and proposals from Southwest Research Institute it has been determined that the most feasible method to accomplish the Data Server implementation is a two stage process. The first step is to prepare the complete design including all plans, specifications and the acceptance test plan to be followed by a separate implementation/ installation project. Staff has completed successful negotiations with Southwest for the first step (design) and request authorization to execute a contract with Southwest for the design services only at this time.

Your approval will be appreciated.

BD/LAG/ch

cc: Harold W. Worrall  
Joe Berenis  
Mike Bierma, PBS&J  
L. A. Griffin  
Matt D'Angelo, PBS&J



**MINUTES  
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
BOARD MEETING  
November 15, 2002**

**Board Members Present:** Allan Keen, Chairman  
Orlando Evora, Vice Chairman  
James Pugh, Secretary-Treasurer

**Members Absent:** Michael Snyder, Ex-Officio Member (participated by phone for Consent Agenda approval)  
Richard Crotty, Ex-Officio Member

**Directors Present:** Harold Worrall, Executive Director  
Jacqueline Barr, Dir. of Bus. Development & Human Resources  
Joseph Berenis, Deputy Executive Director/Dir. of Engineering  
Ben Dreiling, Director of Construction and Maintenance  
Jorge Figueredo, Dir. of Operations, Communication & Marketing  
Teresa Slack, Chief Financial Officer

**Others Present:** Ken Wright, Shutts & Bowen  
Mike Bierma, PBS&J  
Darleen Mazzillo, Recording Secretary  
(See Exhibit "A" for others in attendance)

A meeting of the Orlando-Orange County Expressway Authority was held on Friday, November 15, 2002 at 525 South Magnolia Avenue, Orlando, Florida. Chairman Allan Keen called the meeting to order at 9:30 a.m.

**APPROVAL OF MINUTES**

The October 23, 2002 board meeting minutes were presented for approval. **A motion was made by Mr. Evora and seconded by Mr. Pugh to approve the October 23, 2002 minutes as submitted. The motion carried with Mr. Keen, Mr. Evora and Mr. Pugh voting AYE by voice vote; Mr. Snyder and Mr. Crotty were not present.**

**CONSENT AGENDA**

1. Approval of Settlement for Parcel 61-148/152 (Florida Auto Auction) – Western Beltway Part A
2. Approval to serve Offer of Judgment for Parcel 112A (Butts) – Western Beltway Part C

3. Approval of Settlement for Parcel 118/118 Part A (Mullens) – Western Beltway Part A
4. Approval to serve Offer of Judgment for Parcel 119/119 Part A (Butts) – Western Beltway Part C
5. Approval to serve Offer of Judgment for Parcel 903-114 (Conway) – Goldenrod Road Extension
6. Approval of Settlement for Parcel 903-115 (Commercial Pools) – Goldenrod Road Extension
7. Approval of Settlement for Parcel 903-118/127 – Goldenrod Road Extension
8. Approval of Settlement for Parcel 903-121 (Hansman/Slind) – Goldenrod Road Extension
9. Approval of revision to Employee Health Care Allowance Benefit
10. Approval for selection of Cody & Associates, Inc. to do Human Resources Audit and Salary Survey
11. Approval to enter into Supplemental Agreement with Alliance Data Systems to Extend the Current Contract for Credit Card Processing
12. Approval for payment of Increased Medical Cost for Universal Staffing Employment, Inc.
13. Status of Right-of-Way Activities
14. Authorization to purchase Prefabricated Toll Booths for the University Mainline Plaza (Contract 109)
- 15. Authorization to enter into contract negotiations with Southwest Research Institute to develop the OOCEA Data Server
16. Authorization to enter into Supplemental Agreement with PBS&J for services required to perform OOCEA Website GIS Application Development
17. Authorization to enter into Supplemental Agreement with HDR Engineering for ITS Design Consultant Services for Contract No. 719 (Phase 1 Expressway Management System)
18. Authorization to enter into the First Amendment to the Contract with Martin K. Eby Construction Company (Project 109 – SR 417 Improvements & University Express Toll Plaza)
19. Approval of Supplemental Agreements for the following construction contracts:

Contract 570	Middlesex Corp.
Contract MCP-001	Gomez Construction Co.
Contract 308	Southland Construction, Inc.
Contract 600	Granite Construction Co.
Contract 654B	CDS Sitework & Trucking, Inc.
Contract 656A	Southland Construction Co.
Contract 903B	Jones Bros., Inc.
Contract 903C	D.J. Haycock Construction
20. Award of Contract to Fossitt Groundwork, Inc. for Contract 02-156 (Slope & Shoulder Repair)
21. Award of Contract to C.E.M. Enterprises, Inc. for Contract 02-157 (Emergency Response for Debris Removal)

(Mr. Snyder called in at this time – approximately 9:40 a.m. - to approve the following three Consent Agenda items)

Mr. Evora stated that he would abstain from voting on the following three items, due to conflicts with his firm's representation of the firms (Memorandum of Voting Conflict attached as Exhibit "C"):

- ~ Item #15 Authorization to enter into contract with Southwest Research Institute
- ~ Item #19 Approval of Supplemental Agreement with CDS Sitework & Trucking, Inc. (Contract 654B)
- ~ Item #22 Award of contract to Bob's Barricades (Contract 02-158)

**A motion was made by Mr. Pugh and seconded by Mr. Snyder (via phone) to approve Consent Agenda items #15, #19 (Contract 654B only), and #22. The motion carried with Mr. Keen, Mr. Pugh and Mr. Snyder voting AYE by voice vote. Mr. Evora abstained from voting and Mr. Crotty was not present.**

(After these items were approved, Mr. Snyder ceased his participation in the meeting.)

**A motion was made by Mr. Evora and seconded by Mr. Pugh to approve the Consent Agenda, with the exception of #15, #19 (Contract 654B only), and #22, and including the addition of #24 and #25. The motion carried with Mr. Keen, Mr. Evora and Mr. Pugh voting AYE by voice vote; Mr. Snyder and Mr. Crotty were not present.**

### **CHAIRMAN'S REPORT**

Chairman Keen reported on the following activities during the past month:

- On October 23 he made a presentation at the "Roads to Trails" meeting at the Orlando-Sanford Airport. The meeting was attended by Congressman Mica and Mayor Glenda Hood.
- On October 28 he and Dr. Worrall had dinner with our legislative lobbyist to discuss our legislative efforts for 2003.
- On October 30 he attended the first Wekiva Task Force meeting. There are eight more meetings scheduled before the deadline of January 15. The first meeting was very well attended.
- On November 1 he met with Bill Fredrick, Chairman of the Orange County Transportation Commission.
- On November 1 he also met with OOCEA staff and Dr. Worrall for an update on future projects.
- On November 8 he met with OOCEA staff and Dr. Worrall regarding the Wekiva Task Force.
- On November 13 he did not attend the Metroplan Orlando meeting.
- This morning he attended the Finance Committee meeting.




## ORLANDO - ORANGE COUNTY

525 SOUTH MAGNOLIA AVENUE, ORLANDO, FLORIDA 32801-4414  
TELEPHONE (407) 316-3800 • FAX (407) 316-3801 • WWW.OOCEA.COM

### MEMORANDUM

**TO:** Authority Board Members

**FROM:** Ben Dreiling, Director of Construction & Maintenance 

**DATE:** November 1, 2002

**RE:** Phase 1 Expressway Management System  
OOCEA Data Server - Authorization to Sole Source


The Phase 1 Expressway Management System will initially focus on incident management and traveler information systems. The Systemwide Traffic Data Collection project described in the Five-Year Work Plan will provide the data collection system required to support these Intelligent Transportation Systems (ITS) functions. This project includes a central information system, or OOCEA Data Server, that facilitates the data processing and control functions that link and overarch the collection and dissemination of data.

Rather than developing the OOCEA Data Server from scratch, commercially available data servers that leverage toll transponders for data collection are available. Authority staff have evaluated these servers, and concur with the General Engineering Consultant's recommendation to select the TransGuide Data Server used in San Antonio and developed for the Texas Department of Transportation by Southwest Research Institute. Southwest Research Institute is an independent, nonprofit, applied engineering and physical sciences research and development organization. As described in the attached analysis developed by the General Systems Consultant, Southwest Research Institute is the best selection for the system integration services necessary to develop the OOCEA Data Server. Authority staff recommends dispensing with a competitive bid process and entering into contract negotiations with Southwest Research Institute to port and customize the TransGuide Data Server.

It is requested that the Authority authorize staff to enter into contract negotiations with Southwest Research Institute to develop the OOCEA Data Server.

BD:cg

Attachment

cc: Harold W. Worrall   
Joseph A. Berenis  
Terri Slack  
L.A. Griffin  
Matt D'Angelo, PBS&J  
Consent Agenda, 11/02

## **Justification for Sole Source Procurement of Software Porting, Installation and Customization Services from Southwest Research Institute**

### **I. Definition of the ITS Project Phase I and the TransGuide Software from Texas DOT**

#### **A. ITS Master Plan initial focus on Incident Management and Traveler Information Systems**

The Authority's ITS Master Plan covers a wide spectrum of new initiatives that will enhance customer service, support safety issues and planning for improved customer mobility. In a software evaluation report by PBS&J specific needs were defined **"that were matched against ITS Solutions, known as market packages. The market packages were aggregated into a number of candidate projects that were evaluated based upon benefit to the customer, visibility to the customer, operational efficiency improvement, project cost, and feasibility."**

Among the three major elements of the Phase One ITS deployment is a Systemwide Traffic Data Collection function that will provide baseline support for the entire phase. The PBS&J report states that the Systemwide Traffic Data Collection project will **"leverage existing data available in the electronic toll collection system (ETC) as well as data from supplemental non-revenue transponder reader sites deployed at strategic locations on the expressway system."** The analysis of these requirements for a Systemwide Traffic Data Collection project have been defined for both software and hardware functions.

Specific requirements for the OOCEA Data Server are defined to provide a central information system to support data processing and control functions for computation and communications. The definition of these requirements was the basis of an industry search for existing software packages to facilitate OOCEA's needs. From this study and subsequent pilot test of the software concepts, OOCEA and PBS&J analyzed an existing software package and proved that it very closely approximated the defined requirements. This evaluation applied technical criteria to identify a data server (hardware and software) that met the requirements of the OOCEA's total needs. Further, licensing requirements, ownership of code, quality of system documentation, portability and lifecycle costs were applied to the evaluation to assure the study team that all conversion and cost issues were fully explored.

**B. Feasibility and Cost Benefit Analysis conducted to determine overall viability of the software for the Authority.**

This study encompassed the analysis and evaluation of two other systems that perform functions similar to the TransGuide System. These other systems were too costly and required too much customization to serve OOCEA's needs cost effectively. The greatly increased modification required of these other systems would also increase the risk of failure to achieve the required goals. The license costs for one of the software applications (TRANSMIT/TRANSCOM) was a total of \$200,000 before modifications. The other application's license cost was not quoted by the developer; they indicated that there was a fee.

The packages analyzed, other than the TransGuide package, would require extensive modification to achieve the OOCEA requirements. The TRANSMIT/TRANSCOM vender quoted the estimated cost of modification to achieve the OOCEA requirements at between \$1,000,000 and \$1,500,000. The other vender would not give an estimate but did indicate that the modifications to their system would be significant and costly. The TransGuide license from TxDOT is free with the provision that they are given any changes that the licensee makes to the system. Also, the study showed that the Trans Guide System could be ported and used by OOCEA with very little modification whereas the other two required extensive costly modification.

The PBS&J study states "The TransGuide Data Server ranked highest among the three candidates. TransGuide met most of the technical requirements of the OOCEA Data Server. Also, the TransGuide Data Server has a significantly advantageous business model since it is owned by TxDOT and available to any public agency via a free license with TxDOT. Procurement costs are reduced tremendously since they are confined to the customization required to port the data server to another agency and the addition of any functionality desired but not currently supported. The recommendation is to pursue the licensing and customization of the TransGuide Data Server to support the Systemwide Traffic Data Collection project."

**C. TransGuide was selected because it:**

1. Has system functionality that most closely approximate the needs of OOCEA;
2. License from TxDOT free of charge;
3. Has very thorough documentation;
4. Has been ported to Georgia 400 Toll Road successfully;
5. System is in use and operating successfully;
6. System is scalable.

## **II. Detail Definition of the Traffic Data Collection Server and Requirements for Installation, Porting and Customization**

### **A. General Description of what the software does**

The OOCEA Data Server will process the transactions from ETC and supplemental Automatic Vehicle Identification (AVI) data sources on the OOCEA Toll System. The PBS&J study describes the system functionality as **"This data server will be required to interface all data collection components, normalize the data into a usable format for traffic management and traveler information, and disseminate a traffic "picture" to multiple dissemination devices (e.g. Dynamic Message Signs) or private information service providers. The data server will also be required to send data to a regional data warehouse to support regional traveler information purposes including a web site and 511 traveler information telephone service. The regional data warehouse is currently under development by the University of Central Florida via the Florida Department of Transportation."**

**"The traffic monitoring software running on the central data server will monitor each tag's travel as it passes along the Expressway and will calculate the time required for the tag to travel between reader sites. From travel times calculated, average travel times and speeds on the roadway segments can be determined. The data server will encrypt transponder numbers and include software firewalls to prevent data from being linked back to the transponder owner, thereby ensuring the privacy of the motoring public. Travel time information will be available to Authority and regional transportation incident management personnel for assessment of traffic operations and determination of incidents or other impediments requiring emergency assistance. This will be accomplished with client software that operates on existing Authority or TMC desktops that communicates with the OOCEA Data Server. The software will display traffic conditions on a map of Authority expressways as well as provide complete access to real-time and archived data. A map will also be displayed on a regional Internet web site, with regular updates approximately every minute, for access by the public."**

### **B. Authority Requirements that will require changes to the software**

#### Estimate of work to be done on the software before the Authority can use it:

The TransGuide Traffic Data Collection Software was developed with recognized industry accepted standards and protocols for communication and interfaces that are compatible with the existing Authority ITS infrastructure. This minimizes software transfer and operations issues. The TransGuide System Deployment project, which includes the development and integration of the Data Collection system, requires detailed project documentation. Of those documents, the following documents are readily available from TxDOT.

- System Design Document – describes the purpose of the system, the operational concept and the system objectives
- System Users Manual – provides a summary of the software application and a description of the software for each function.
- Version Description Document – describes the software components and the tools and procedures required to install and generate an executable version of the software.

The TransGuide system must be ported to the OOCEA Data Server. This requires some change to the current system. However, if the same operating system and data base are utilized these changes are of very low risk. The system will also have to be setup to interface with the OOCEA's Electronic Toll Collection System to acquire toll transaction data. These modifications are more substantial and will require support from experts that are familiar with the software and have experience in modifying it. Also, the system will be modified to accept data from supplemental readers; however, since the TransGuide System is currently receiving data from AVI Reader field sites (field readers provided by Amtech), the modification to interface with OOCEA's supplemental readers is minor.

### **III. The advantage of a sole source procurement with the Southwest Research Institute**

#### **A. Description of Southwest Research Institute (SwRI)**

Southwest Research Institute has been developing automated systems providing innovative and cost effective solutions to transportation problems for over twenty years. Possessing a broad base of experience and capabilities in electronic, automation and communication technologies, SwRI is well qualified to design and implement Intelligent Transportation Systems (ITS).

SwRI is an independent, nonprofit, applied engineering and physical sciences research and development organization with 13 technical divisions that use multidisciplinary approaches to problem solving. The institute occupies 1,200 acres in San Antonio, Texas and provides two million square feet of laboratories, test facilities, workshops, and offices in a campus setting for more than 2,500 employees.

SwRI is a recognized leader in applied computer science and systems engineering. SwRI develops customized, high-quality software to meet industrial and governmental needs.

SwRI is independent of any commercial or government organization. SwRI provides services based solely on client's program requirements. The Institute assigns all patent rights from inventions and provides all technical information resulting from contract research to the client. With its multidisciplinary



capabilities, the Institute offers a diverse set of technical skills ranging from software development to hardware engineering, including:

- **System Integration** – staff members use diverse educational technological, and systems backgrounds to perform timely, on-site integration of complex systems.
- **Software Engineering** – SwRI engineers are well versed in current software technologies, using a highly structured development methodology to provide program implementation on time and within budget.
- **Communications Engineering** - Design and implement both wired and wireless communications networks.
- **Computer Vision** – SwRI Staff are experienced in electro-optics, sensors, and image processing. They also design and implement monitoring, control, and measurement applications.

#### **B. Southwest Research Institute's Unique Qualifying Experience**

Southwest Research Institute (SwRI) developed the TransGuide software for TxDOT. Further, SwRI ported the software for the Georgia 400 and modified it for their use very successfully. They have also supported the Georgia 400 staff over the first year of operations. Because SwRI has been so successful in its development and equally importantly the porting and modification of the system to fit an other user, it appears that it would be very advantageous to the OOCEA to consider the option of awarding a contract to SwRI to port the TransGuide software to the OOCEA server, modify the system to fully meet OOCEA's needs and provide standby software maintenance over the first year of use. SwRI suggests (based on similar work done for the Georgia State Tollway Authority) that a nominal budget for maintenance and technology transfer be considered, with the bulk of the budget used at the beginning of the implementation process for technology transfer to OOCEA IT Staff and related issues. The operation of the software ported to the Georgia State Tollway Authority has had minimal support requirements and is currently managed by in-house IT staff.

SwRI's relevant project experience includes:

- Serves TxDOT as the software maintenance contractor for the Trans Guide System.
- Developed Advanced Traffic Management System (ATMS) control center software.
- Established a "smart-tag" probe system to determine travel speeds along major arterials and freeways
- SwRI has ported and modified this software for the Georgia 400 Toll-Road
- SwRI is highly recommended by its customers (Georgia 400 and TxDOT) and has performed their work professionally, inexpensively and to their client's satisfaction

#### IV. Summary

The PBS&J study defined the practical scope of available and feasible software that would support the Phase I ITS initiatives. In doing so, the study also defined the spectrum of software integration vendors with experience with this technology. Our analysis has shown that given the selection of the TransGuide System, which is recommended by the PBSJ study and concurred to by the OOCEA ITS Steering Committee, the best selection for a system integration contractor would be SwRI. They have direct and recent experience in performing the tasks required to develop the system as well as knowledge of the system that is available nowhere else. Further, our analysis indicates that they are offering their services at a fair and competitive price.

The TxDOT license agreement waives any monetary fee associated with the use of the license. SwRI has indicated an approximate price of \$100K to tailor the TransGuide Data Collection Software for use by the Authority. This indicated price was based on the cost to port the TransGuide system to Georgia 400 that occurred two years ago. If the Authority decided to port the software to a different hardware platform, operating system, and database or add additional functionality not supported in the existing software, then additional configuration fees are anticipated. SwRI noted that the TransGuide AVI software has had minimal maintenance support requirements. The implementation experience at the Georgia 400 Tollway Authority suggests that maintenance cost should not exceed \$40K for the first year, with the bulk of the budget being used for technology transfer. The maintenance cost for the following years would be substantially less or, OOCEA's IT unit could take over the maintenance as has been done by Georgia 400.

- The cost estimate to port the software and customize the code to perform the majority of Authority specific requirements and implement the system is comparable to the work performed for Georgia 400 at \$100,000. This is not a formal price proposal and the actual cost would be worked out based on specific work items defined by the Authority. The activities contemplated are: port the system to the OOCEA Data server, configure software to calculate travel times according to route-specific parameters, mapping, web site interface, other data paths to other regional agencies, and the data fusion algorithm.
- The cost of first year maintenance is estimated at \$40,000.
- The current system operates with a "Sybase RDB", or a relational database developed by the computer software company Sybase. If the Authority would like that converted to "Oracle" or an SQL (Structured Query Language) database, it would add an unknown additional cost. This is not needed, as the software will operate on its own server. The data required from the Electronic Toll Collection System will be exported and transmitted to the TransGuide Data Base.

Because of the information presented above, we recommend that the OOCEA dispense with a competitive bid process and enter into contract negotiations with the Southwest Research Institute to port and customize the TransGuide System for their use.

# EXHIBIT “B”

**348.753 Central Florida Expressway Authority.—**

(3) The governing body of the authority shall consist of nine members. The chairs of the boards of the county commissions of Seminole, Lake, and Osceola Counties shall each appoint one member ~~from their respective counties~~, who ~~shall may~~ be a commission member or chair. The Mayor of Orange County shall appoint a member from the Orange County Commission. The Governor shall appoint three citizen members, each of whom must be a citizen of either Orange County, Seminole County, Lake County, or Osceola County. The eighth member must be the Mayor of Orange County. The ninth member must be the Mayor of the City of Orlando. ~~The executive director of the Florida Turnpike Enterprise shall serve as a nonvoting advisor to the governing body of the authority.~~ Each member appointed by the Governor shall serve for 4 years. Each county-appointed member shall serve for 2 years. The terms of standing board members expire June 20, 2014. Each appointed member shall hold office until his or her successor has been appointed and has qualified. A vacancy occurring during a term must be filled only for the balance of the unexpired term. Each appointed member of the authority shall be a person of outstanding reputation for integrity, responsibility, and business ability, but, except as provided in this subsection, a person who is an officer or employee of a municipality or county may not be an appointed member of the authority. Any member of the authority is eligible for reappointment.

(4)(a) The authority shall elect one of its members as chair of the authority. The authority shall also elect one of its members as vice chair, ~~one of its members as secretary~~, and one of its members as treasurer. The chair, vice chair, ~~secretary~~, and treasurer shall hold such offices at the will of the authority. Five members of the authority constitute a quorum, and the vote of five members is necessary for any action taken by the authority. A vacancy in the authority does not impair the right of a quorum of the authority to exercise all of the rights and perform all of the duties of the authority.

**348.754 Purposes and powers.—**

(1) ~~(c) Notwithstanding any other provision of this section to the contrary, to ensure the continued financial feasibility of the portion of the Wekiva Parkway to be constructed by the department, the authority may not, without the prior consent of the secretary of the department, construct any extensions, additions, or improvements to the expressway system in Lake County.~~

**348.757 Lease-purchase agreement.—**

(1) The authority may enter into a lease-purchase agreement with the department relating to and covering the former Orlando-Orange County Expressway System.

(2) The lease-purchase agreement must provide for the leasing of the former Orlando-Orange County Expressway System, by the authority, as lessor, to the department, as lessee, must prescribe the term of such lease and the rentals to be paid, and must provide that upon the completion of the faithful performance and the termination of the lease-purchase agreement, title in fee simple absolute to the former Orlando-Orange County Expressway System as then constituted shall be ~~transferred in accordance with law by the authority, to the state and the authority shall deliver to the department such deeds and conveyances as shall be necessary or convenient to vest title in fee simple absolute in the state~~ retained by the authority.