



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

THROUGH: Joseph L. Passiatore, General Counsel 

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: June 25, 2015

RE: Interlocal Agreement with Orange County, the City of Orlando, and the Central Florida Expressway Authority ("CFX") for a Property Exchange and Reconfiguration of CFX's Existing Retention Ponds along State Road 429
Project: Orange County's Northerly Extension of Hamlin Groves Trail
Location: S.R. 429 and New Independence Parkway

INTRODUCTION

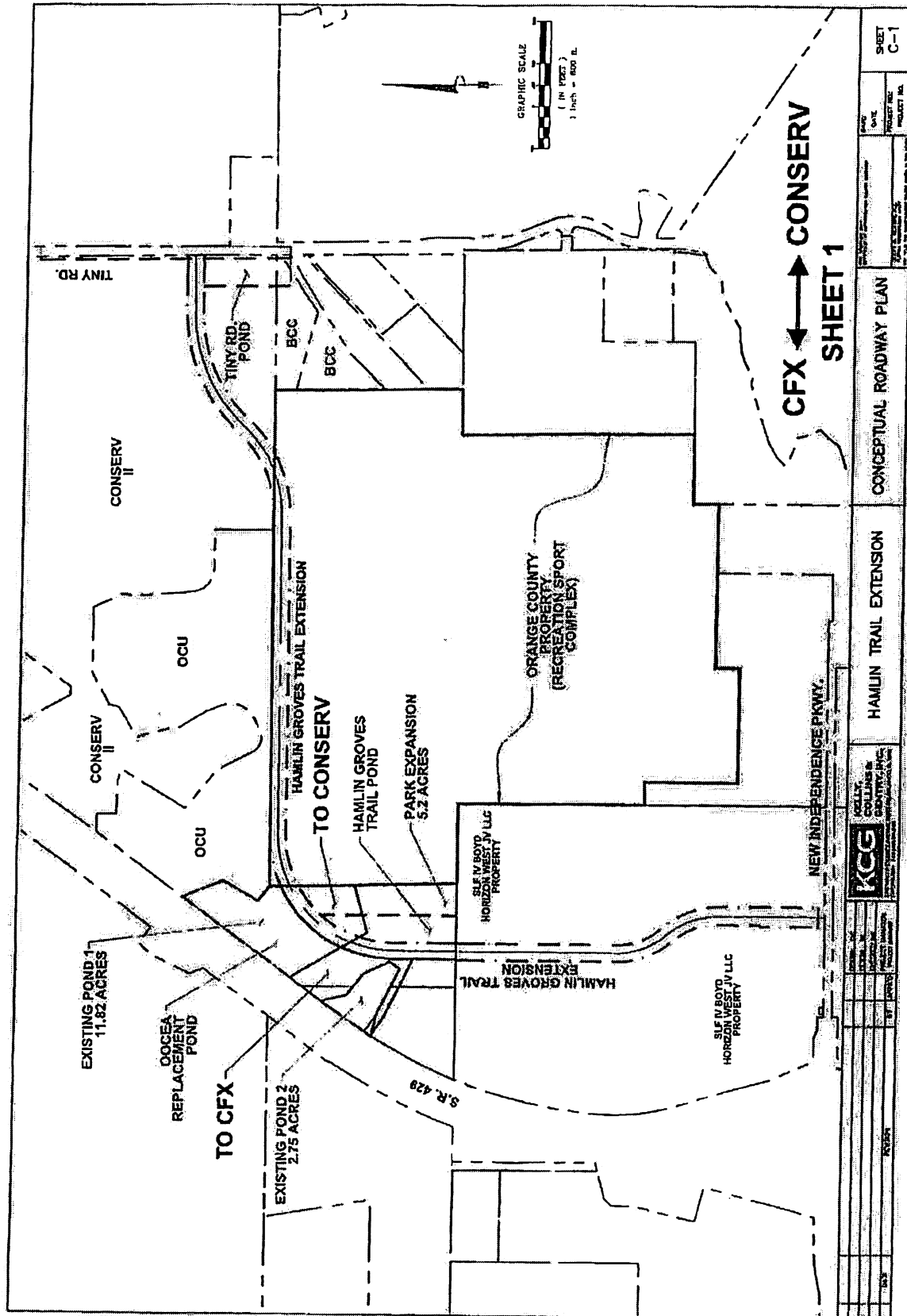
Orange County would like CFX to approve an even property swap, including the relocation of part of CFX's existing retention ponds, to improve access to the Orange County Recreation Sports Complex and to Tiny Road. The proposed northerly extension of Hamlin Groves Trail would run north from New Independence Parkway through CFX's existing retention pond, then east around Orange County's Sportsplex to Tiny Road as shown in **Exhibit A**. Because Orange County's preferred alignment for Hamlin Groves Trail Extension impacts CFX's retention pond, Orange County would be responsible for causing the reconstruction and relocation of CFX's existing ponds. After the design, engineering, permitting, construction, and inspection of the reconfigured pond, a closing will be scheduled and the property exchanged.

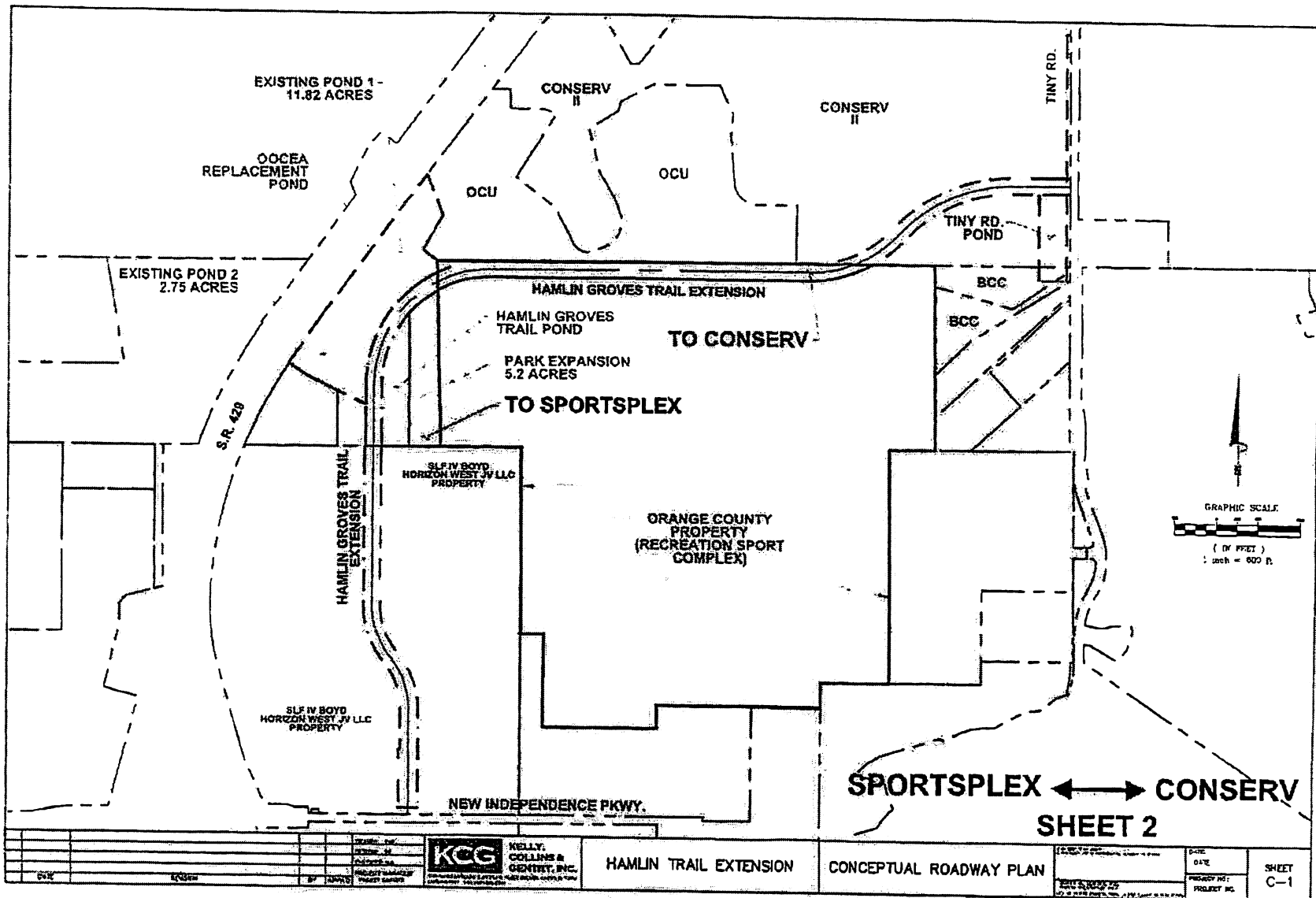
Orange County retained C. Lee Lobban, MAI, to appraise both parcels. He appraised each parcel at \$169,000 based upon a value of \$43,000 per gross acre and a size of 3.93 acres. The appraisal reports are available upon request. Because the property is an even exchange, a review appraisal has not been obtained. Section 5-1.01 of CFX's Property Acquisition and Disposition Procedures Manual allows CFX to waive any procedure provided that such waiver shall not be in conflict with state or federal law.

REQUEST

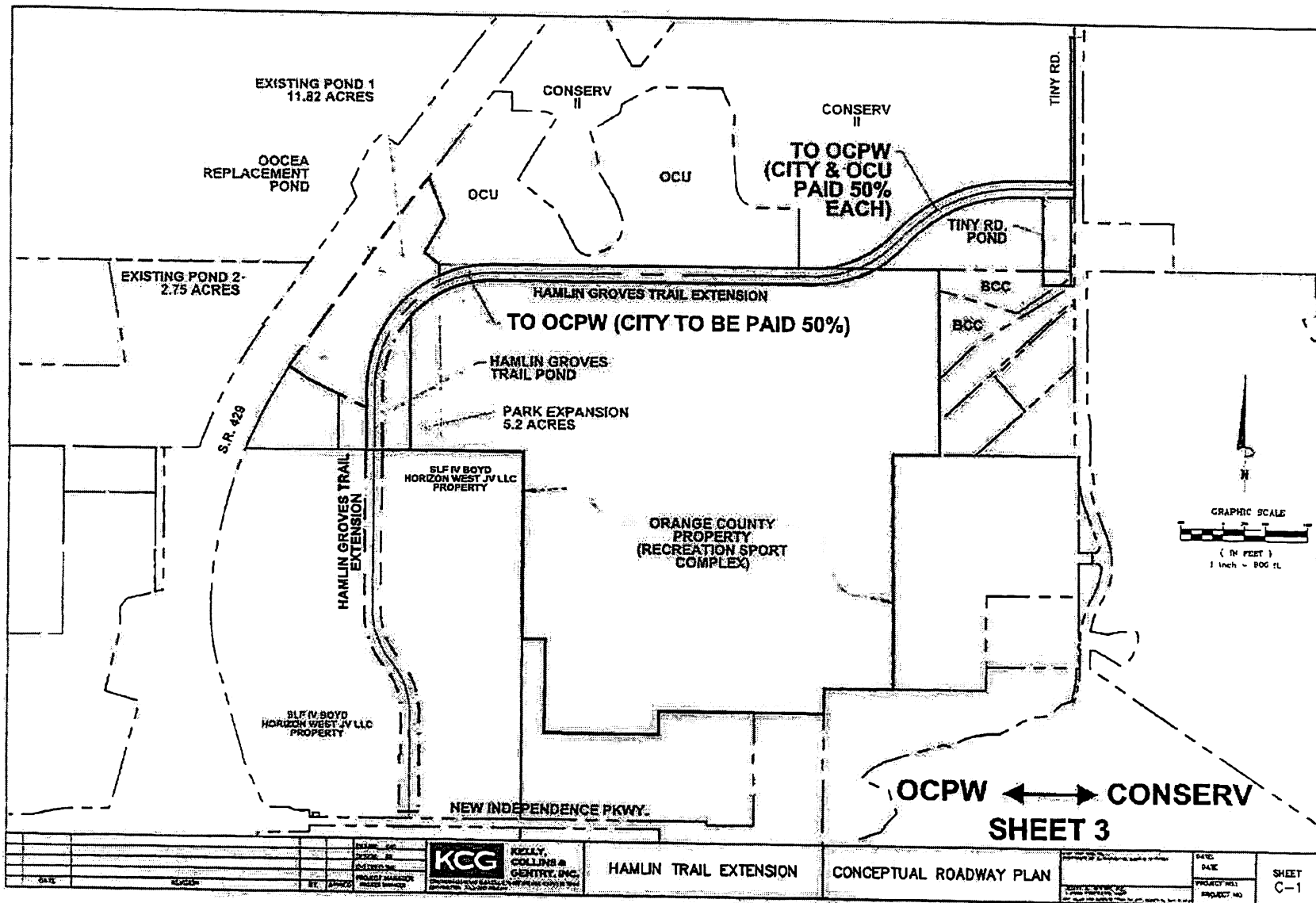
CFX staff recommends that the Board approve the attached Interlocal Agreement between Orange County, the City of Orlando, and CFX for Property Exchange and Pond Reconfiguration as approved by the Right-of-Way Committee.

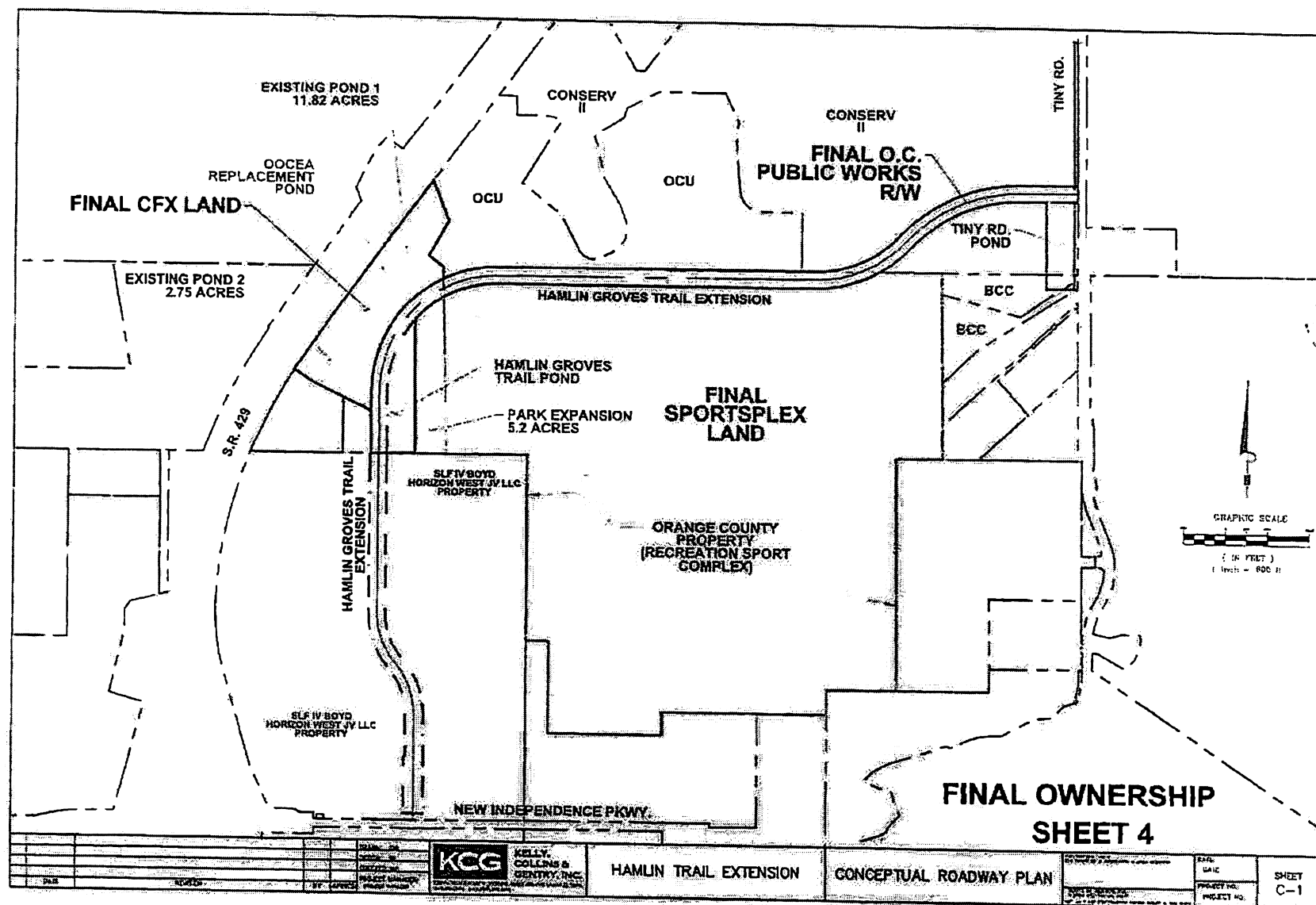
EXHIBIT A





| | | | | | | |
|---|---|---|-----------------------------------|------------------------------------|--|---------------------------------|
| <div>DATE</div> <div>REVISION</div> <div>BY</div> <div>APPROVED</div> | <div>DESIGNED BY</div> <div>DRAWN BY</div> <div>CHECKED BY</div> <div>PROJECT MANAGER</div> <div>PROJECT NUMBER</div> | <div>KCC</div> <div>KELLY, COLLINS & GENTRY, INC.</div> <div>AN ENGINEERING FIRM</div> <div>1000 N. W. 10th Ave., Suite 100</div> <div>Fort Lauderdale, FL 33304</div> <div>TEL: (954) 571-1111</div> <div>FAX: (954) 571-1112</div> <div>WWW.KCCG.COM</div> | <div>HAMLIN TRAIL EXTENSION</div> | <div>CONCEPTUAL ROADWAY PLAN</div> | <div>DATE</div> <div>PROJECT NO.</div> <div>PROJECT NAME</div> | <div>SHEET</div> <div>C-1</div> |
|---|---|---|-----------------------------------|------------------------------------|--|---------------------------------|





**INTERLOCAL AGREEMENT FOR PROPERTY EXCHANGE
AND POND RECONFIGURATION REGARDING THE STATE ROAD 429 CFX PONDS**

(HAMLIN GROVES TRAIL NORTHERLY EXTENSION/PARK ACCESS ROAD)

THIS INTERLOCAL AGREEMENT FOR PROPERTY EXCHANGE AND POND RECONFIGURATION REGARDING THE STATE ROAD 429 CFX PONDS (the "Agreement"), effective as of the latest date of execution by any of the parties (the "Effective Date", is made and entered into by and among Orange County, a charter county and political subdivision of the State of Florida ("County"), whose address is P.O. Box 1393, Orlando, Florida 32802-1393; the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida ("City"), whose address is 400 South Orange Avenue, Orlando, Florida 32801; and the Central Florida Expressway Authority, a body politic and corporate and an agency of the State under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"). County, City, and CFX shall sometimes be referred to collectively as the Parties, or singularly as a Party.

RECITALS:

WHEREAS, County and City jointly own and control certain real property known as Conserv II ("Conserv II Property"), comprising approximately 3.93 acres, as more particularly described in the attached and incorporated **Exhibit "A"**; and

WHEREAS, CFX owns and controls certain real property comprising approximately 3.93 acres, which is currently permitted and used for two (2) storm water retention, attenuation, and compensating storage ponds (the "CFX Ponds"), as more particularly described in the attached and incorporated **Exhibit "B"** (the "CFX Property"); and

WHEREAS, the Parties have agreed to an even exchange of their respective properties, subject to the conditions stated herein, which includes the replacement of CFX's existing ponds, to accommodate that certain roadway construction project known as the Hamlin Groves Trail Northerly Extension (also known as the Park Access Road); and

WHEREAS, attached and incorporated as **Exhibit "C"** is a conceptual plan showing the relative locations of the Conserv II Property, the CFX Property, and the proposed extension of Hamlin Groves Trail (the "Conceptual Plan"); and

WHEREAS, after the property exchange, County and City will jointly own one hundred percent (100%) interest in the former CFX Property in fee simple, and CFX will own a one hundred percent (100%) undivided interest in the former Conserv II Property in fee simple; and

WHEREAS, prior to the exchange of property, the stormwater retention, attenuation, and compensating storage areas of the CFX Property must be relocated to and reconfigured within the Conserv II Property (the "Replacement Pond"); and

WHEREAS, County has entered into that certain Road Network Agreement effective as of February 24, 2015, with SLF IV/ Boyd Horizon West JV, LLC ("Boyd"), for the northerly extension

of Hamlin Groves Trail (the "Road Network Agreement"), a copy of which is attached hereto as Exhibit "D."

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Design, Engineering, and Permitting.

(a) At no cost to CFX, County shall prepare or cause to be prepared an application for modification of Florida Department of Environmental Protection (FDEP) Permit ERP48-0205102-002-EI (the "Permit"), which authorizes the subject pond as part of the State Road 429 Western Expressway Part C project (CFX Projects 653 & 653A), to modify Pond 2B and Floodplain Compensation Pond Number 1 in accordance with Exhibit "B" to the Road Network Agreement, and as described on Exhibit "E," defined below. CFX shall review the application and either provide comments or sign the application for submittal within forty-five (45) days. Prior to or in connection with submitting the application to the FDEP, CFX shall provide County with a copy of the application for permit modification with a copy of all documentation, including drainage calculations and other engineering information, necessary to modify the existing CFX Ponds and to construct the Replacement Pond (the "Application").

(b) Design of the Replacement Pond shall be performed in accordance with (i) the Permit, as modified, and (ii) that certain Memorandum from Robert G. Butterfield to Scott K. Kamien dated October 21, 2014, which is attached hereto as Exhibit "E," and shall include not less than the existing stormwater retention, attenuation, and compensating storage capacities at CFX's existing ponds.

2. Construction of Replacement Pond.

(a) The construction, reconstruction, and relocation of the stormwater retention, attenuation, and compensating storage areas ("Pond Relocation Work"), including the CFX Ponds, from the CFX Property to the former Conserv II Property, shall be performed in accordance with the permit conditions as determined by FDEP. CFX and County shall have the opportunity to review and approve the engineering plans at sixty percent (60%) and one hundred percent (100%) completion stages. CFX shall have final approval rights over the design. The construction, reconstruction, and relocation work shall be performed in a manner that will not impair CFX's existing stormwater retention, attenuation, and compensating storage system.

(b) Upon final approval of the design plans, CFX shall provide County with written notification of such approval. Once approved by the CFX, the design plans shall be referred to as the "Construction Plans."

(c) Construction shall comply with all permit conditions and applicable laws, ordinances, and regulations. CFX will be given notice of the project schedule and invited to attend progress meetings, and will be given the opportunity to inspect the construction at all critical paths, which will give CFX the opportunity to check for damage to CFX's existing infrastructure.

(d) Upon completion of the work, County shall cause to be provided to CFX as-built drawing information and final certification forms for the Replacement Pond on signed and sealed plans. The final set of plans shall contain only the latest revision of each sheet.

(e) Once the work described in the Construction Plans is complete and the construction of the Replacement Pond is complete, CFX shall inspect the Replacement Pond. After the pond passes CFX's inspection, CFX shall issue to County a notice that the Replacement Pond has passed inspection and a closing may be scheduled for the property exchange.

(f) The parties agree to meet on a periodic basis, as determined by County and CFX, during planning, design, construction, and post-construction phases related to the Replacement Pond.

(g) Nothing in this Agreement operates to impose any obligation on the City with respect to the design, permitting, engineering, and construction of the Replacement Pond.

3. The Exchange.

(a) The Conserv II Property.

(i) Transfer. Contingent upon the simultaneous closing of the transfer described in Section 3(b) below, County and City each agrees to transfer its respective fifty percent (50%) undivided interest in and to the Conserv II Property to CFX.

(ii) Consideration. The sole and exclusive consideration that CFX will provide to County and City in exchange for the Conserv II Property is CFX's undivided one hundred percent (100%) interest in the CFX Property.

(iii) County Deed. Within thirty (30) days following closing, County and City shall provide to CFX recorded City and County Deeds, as more particularly described in the attached and incorporated Exhibits "F" and "G," respectively, conveying to CFX an undivided one hundred percent (100%) interest in the Conserv II Property.

(b) The CFX Property.

- (i) Transfer. Contingent upon the simultaneous closing of the transfer described in Section 3(a), above, CFX agrees to transfer all of its right, title, and interest in and to the CFX Property to County and City by deed similar to the City and County Deeds, as more particularly described in the attached and incorporated "Exhibit H."
- (ii) Consideration. The sole and exclusive consideration that County and City will provide to CFX in exchange for CFXs undivided interest in the CFX Property is the Conserv II Property, as improved as the Replacement Pond. Additionally, CFX shall receive a one-year warranty for the Relocated Pond with CFX as an additional beneficiary.

4. Conditions of Closing. The closing of the exchange of the Conserv II Property and the CFX Property, as set forth in paragraph 3 above, shall occur within 30 days after satisfaction of, and pursuant to, the terms and conditions set forth in paragraphs 1 and 2 above and the following:

(a) CFX shall incur no cost related to the engineering, permitting, or construction of the Replacement Pond or in conjunction with the closing of the property exchanged between the Parties.

(b) At closing, deeds conveying the CFX Property and the Conserv II Property shall be executed in form and substance mutually acceptable to CFX, the County, and the City. Within 30 days after closing, each party shall receive an Owner's Title Insurance policy with respect to the lands that each are receiving insuring title to the respective properties in accordance with the title insurance commitments attached hereto as **Composite Exhibit "I,"** with no additional title exceptions or encumbrances, and no exceptions or encumbrances that would cloud the title or impair the use of the property as proposed. The premium for such title policies shall be paid by County.

(c) County shall ensure that a one-year surety acceptable to CFX for the Replacement Pond shall be delivered by Boyd in connection with the closing.

5. Miscellaneous Provisions.

(a) Right of Entry among the Parties. The Parties hereby agree that each shall have a reasonable right to enter another's property for the specific purpose of inspecting any work that is subject to this Agreement.

(b) Right of Entry for private parties. In order to construct the Replacement Pond, Boyd or its contractor shall execute and deliver to CFX a right of entry in substantially the same form attached hereto as **Exhibit "J."**

(c) Costs. County shall pay all recording fees, expenses, taxes, and costs associated with the exchange and conveyance of the Property. County shall pay all recording fees, expenses, taxes, and costs associated with the exchange and conveyance of CFX's Property.

(d) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising out of this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

(e) Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between or among the parties hereto relating to the transactions contemplated herein, or the subject matter hereof.

(f) Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Incorporation of Recitals. The parties agree the aforementioned recitals are true and correct and that the recitals, as well as the definitions set forth therein and in the preamble, are hereby incorporated into this Agreement by reference.

(h) Attorneys' Fees. The Parties expressly agree that each party shall bear the cost of its own attorney fees and costs for any action arising out of or in connection with this Agreement.

(i) Schedule. The parties agree that any construction work contemplated by the Agreement shall be commenced no later than three (3) years from the Effective Date.

6. Notices. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

| | |
|------------|--------------------------------------|
| As to CFX: | CENTRAL FLORIDA EXPRESSWAY AUTHORITY |
| | 4974 ORL Tower Road |
| | Orlando, Florida 32807 |
| | Attn: Executive Director |

With a copy to: General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

As to City: Richard Howard
Director of Public Works
City of Orlando
5100 LB McLeod Rd.
Orlando, FL 32811

As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393

With a copy to: Orange County Community, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-9205

7. Termination. This Agreement may be terminated by any of the parties in the event the application for modification of the Permit is found to be unacceptable and/or rejected by FDEP, or if any of the properties to be exchanged is contaminated or otherwise unacceptable to a party, or if construction of the Replacement Pond has not commenced within three (3) years of the Effective Date.

8. Legal Descriptions. The legal descriptions attached as **Exhibit "A"** and **Exhibit "B"** shall be modified as follows.

| General | Drawing | Comment |
|------------------|---------|--|
| 1. | | <u>Add the following information to the header of each page:</u> Central Florida Expressway Authority SR 429 – Project 654 Parcel 226 (Partial) Estate: Fee Simple |
| 2. | | Refer to the "existing limited access right-of-way (LARW)" in the legal description and labeling on sketches. |
| Exhibit A | | |
| 1. | Legal | Add "Together with all rights of ingress, egress, light, air, and view between the grantor's remaining property and any facility |

| | | |
|------------------|--------|---|
| | | constructed on the above described property” to the legal description after the acreage callout. |
| 2. | Sketch | Add limited access right-of-way hash marks to emphasize the new LARW being established. |
| Exhibit B | | |
| 1. | Legal | Add “Reserving 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” to the legal description after the acreage callout. |
| 2. | Sketch | Add limited access right-of-way hash marks to emphasize the limited access rights being reserved. |

9. Owner’s Title Insurance Policy for CFX. As a condition precedent to a closing, the Owner’s Title Insurance commitments to be issued for the benefit of CFX referenced in paragraph 4(b) of the Agreement and **Composite Exhibit “I”** shall be based upon the updated changes in the legal description above. In addition, the standard exceptions and Exceptions 9 and 10 referenced in Schedule BII, Part II of the title insurance commitment must be removed as exceptions in the Owner’s Title Insurance policy. Regarding Exception 9, Orange County or its agent shall obtain a release from the United States Environmental Protection Agency and cause the exception to be removed from the Title Insurance Policy. Regarding Exception 10, Orange County shall cause the exception to be removed from the Title Insurance Policy.

[Remainder of this page intentionally left blank]

Interlocal agreement for property exchange and pond reconfiguration,
Central Florida Expressway Authority and City of Orlando, 2015

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by
their respective duly authorized representatives on the dates set forth below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Print: _____

CITY OF ORLANDO

By: _____
Buddy Dyer
Mayor

Date: _____

ATTEST:

Alana Brenner, City Clerk

(SEAL)

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

_____, 2015

Assistant City Attorney
City of Orlando

Interlocal agreement for property exchange and pond reconfiguration,
Central Florida Expressway Authority and City of Orlando, 2015

“CFX”

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a body
politic and corporate, and an agency of
the State, under the laws of the
State of Florida**

By: _____
Welton Cadwell, Chairman

ATTEST: _____
Darleen Mazzillo,
Executive Assistant

Approved as to form and legality

Joseph L. Passiatore, General Counsel

Interlocal agreement for property exchange and pond reconfiguration,
Central Florida Expressway Authority and City of Orlando, 2015

List of Exhibits:

| | |
|-----------|--|
| Exhibit A | Conserv II Property |
| Exhibit B | CFX Property |
| Exhibit C | Conceptual Plan showing the Location of the Conserv II Property, the CFX Property, and the Proposed extension of Hamlin Groves Trail |
| Exhibit D | Copy of RAC agreement between Boyd and County |
| Exhibit E | Memorandum from Robert G. Butterfield to Scott K. Kamien dated October 21, 2014 |
| Exhibit F | City Deed |
| Exhibit G | County Deed |
| Exhibit H | CFX Deed |
| Exhibit I | Title Insurance Commitments |
| Exhibit J | Right of Entry, private parties |

LEGAL DESCRIPTION

Central Florida Expressway Authority
SR 429 -Project 654
Parcel 226 (Partial)
Estate: Fee Simple

EXHIBIT A

LEGAL DESCRIPTION:

A parcel of land comprising a portion of Section 17, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of Section 17, Township 23 South, Range 27 East, run South 89°54'25" West along the North line of said Southeast quarter for a distance of 1260.25 feet; thence departing said North line run South 00°05'35" East for a distance of 154.11 feet to a point on the Easterly right-of-way line of State Road #429, Project No. 75320-6460-654 and the Point of Beginning; thence run South 31°07'42" East along said right-of-way line for a distance of 430.42 feet to the point on a non tangent curve, concave Easterly having a radius of 898.50 feet, with a chord bearing of South 12°20'55" West, and a chord distance of 384.31 feet, thence departing aforesaid right-of-way line run Southerly along the arc of said curve through a central angle of 24°41'50" for an arc distance of 387.30 feet to a point of tangency; thence run South 00°00'00" West for a distance of 120.81 feet; thence run North 64°30'02" West for a distance of 462.96 feet; thence run North 57°26'21" West for a distance of 165.30 feet to a point on the aforesaid Easterly right-of-way line of State Road #429 and a point on a non-tangent curve, concave Southeasterly having a radius of 3669.72 feet, with a chord bearing of North 33°20'07" East, and a chord distance of 49.64 feet, thence run Northeasterly along said right-of-way line, along the arc of said curve through a central angle of 00°46'30" for an arc distance of 49.64 feet to a point; thence continue the following courses along said right-of-way line; South 57°25'30" East for a distance of 160.09 feet; thence run South 64°29'07" East for a distance of 354.79 feet; thence run North 36°25'07" East for a distance of 86.24 feet; thence run North 25°41'56" West for a distance of 205.26 feet; thence run North 53°35'01" West for a distance of 189.32 feet; thence run North 13°53'08" West for a distance of 183.81 feet; thence run North 36°24'59" East a distance of 284.27 feet to the POINT OF BEGINNING;

Containing 3.93 acres, more or less.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH



16 EAST PLANT STREET
Winter Garden, Florida 34787 * (407) 654-5355

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 17-23-27 AS BEING S89°54'25"W. (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)

JOB NO. 20140193

DATE: 9/25/2014

SCALE: 1" = 250'

CALCULATED BY: JLR

DRAWN BY: DY

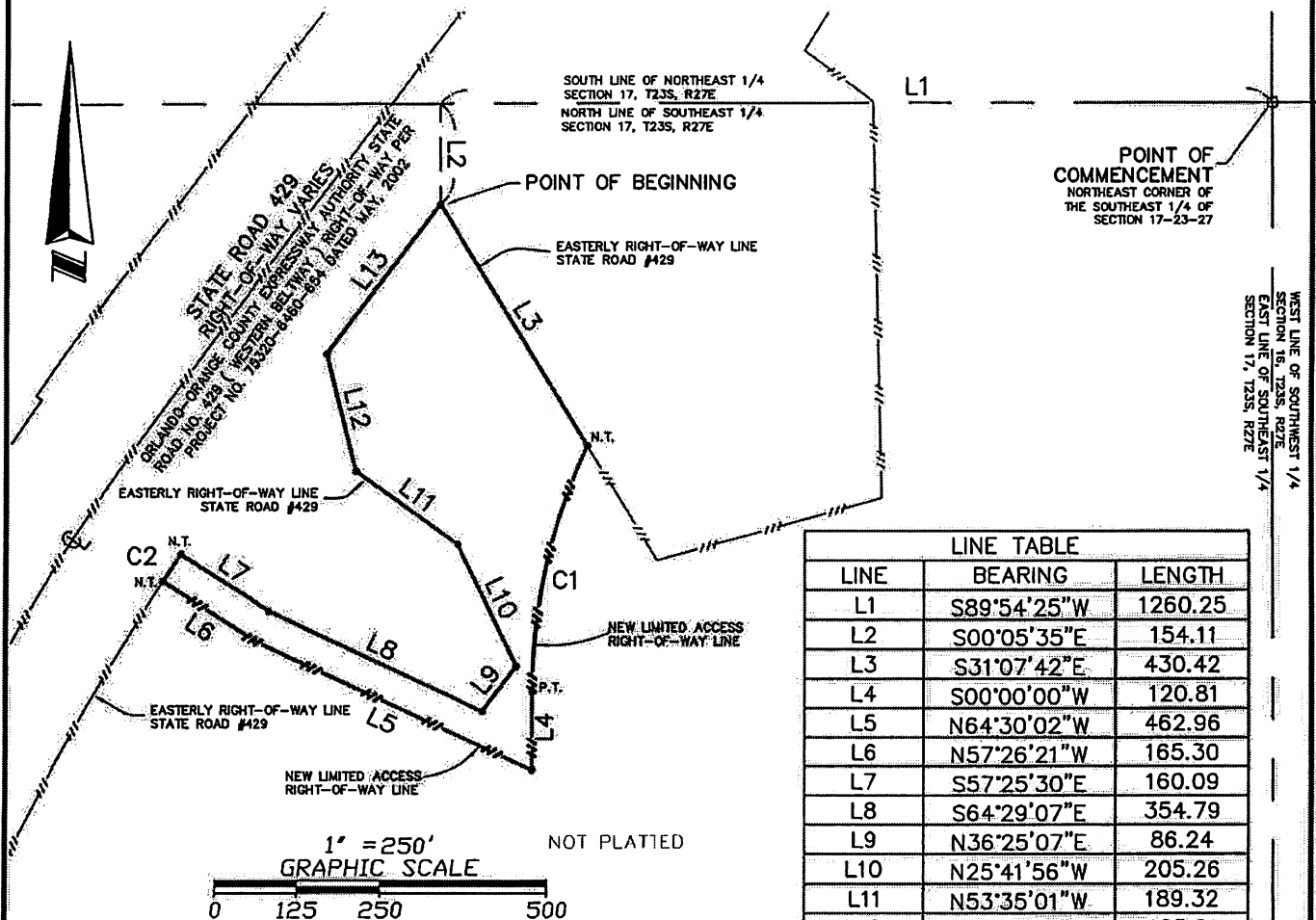
CHECKED BY: EGT

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

SKETCH OF DESCRIPTION

Central Florida Expressway Authority
SR 429 -Project 654
Parcel 226 (Partial)
Estate: Fee Simple



| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L1 | S89°54'25"W | 1260.25 |
| L2 | S00°05'35"E | 154.11 |
| L3 | S31°07'42"E | 430.42 |
| L4 | S00°00'00"W | 120.81 |
| L5 | N64°30'02"W | 462.96 |
| L6 | N57°26'21"W | 165.30 |
| L7 | S57°25'30"E | 160.09 |
| L8 | S64°29'07"E | 354.79 |
| L9 | N36°25'07"E | 86.24 |
| L10 | N25°41'56"W | 205.26 |
| L11 | N53°35'01"W | 189.32 |
| L12 | N13°53'08"W | 183.81 |
| L13 | N36°24'59"E | 284.27 |

| CURVE TABLE | | | | | |
|-------------|---------|-------------|--------|-----------|--------|
| CURVE | RADIUS | BEARING | CHORD | DELTA | LENGTH |
| C1 | 898.50 | S12°20'55"W | 384.31 | 24°41'50" | 387.30 |
| C2 | 3669.72 | N33°20'07"E | 49.64 | 0°46'30" | 49.64 |

SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION



16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 654-5365

LEGEND

● DENOTES CHANGE IN DIRECTION, NO POINT SET
■ DENOTES CONCRETE MONUMENT
N.T. DENOTES NON-TANGENT
P.T. DENOTES POINT OF TANGENCY

--- DENOTES LIMITED ACCESS RIGHT OF WAY
R DENOTES RADIUS
L DENOTES LENGTH
Δ DENOTES DELTA

JOB NO. 20140193

DATE: 9/25/2014

SCALE: 1" = 250'

DRAWN BY: DY

LEGAL DESCRIPTION

Central Florida Expressway Authority
SR 429 -Project 654
Parcel 226 (Partial)
Estate: Fee Simple

EXHIBIT B

LEGAL DESCRIPTION:

A parcel of land comprising a portion of Section 17, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of Section 17, Township 23 South, Range 27 East, run South 89°54'25" West along the North line of said Southeast quarter for a distance of 608.36 feet to a point on the Easterly right-of-way line of State Road #429, Project No. 75320-6460-654; thence run South 01°22'42" East along said right-of-way line for a distance of 87.26 feet to the Point of Beginning; thence continue along said right-of-way line the following courses, South 01°22'42" East for a distance of 516.78 feet; thence run South 74°13'42" West for a distance of 350.82 feet; thence run North 31°07'42" West for a distance of 205.14 feet to a point on a non-tangent curve, concave Southeasterly having a radius of 898.50 feet, with a chord bearing of North 44°39'36" East, and a chord distance of 613.51 feet, thence departing aforesaid right-of-way line, run Northeasterly through a central angle of 39°55'31" along the arc of said curve for an arc distance of 626.10 feet to the POINT OF BEGINNING.

Containing 3.93 acres, more or less.

Reserving 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

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH



16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 654-5355

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 17-23-27 AS BEING S89°54'25"W. (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)

JOB NO. 20140193

DATE: 9/25/2014

SCALE: 1" = 200'

CALCULATED BY: JLR

DRAWN BY: DY

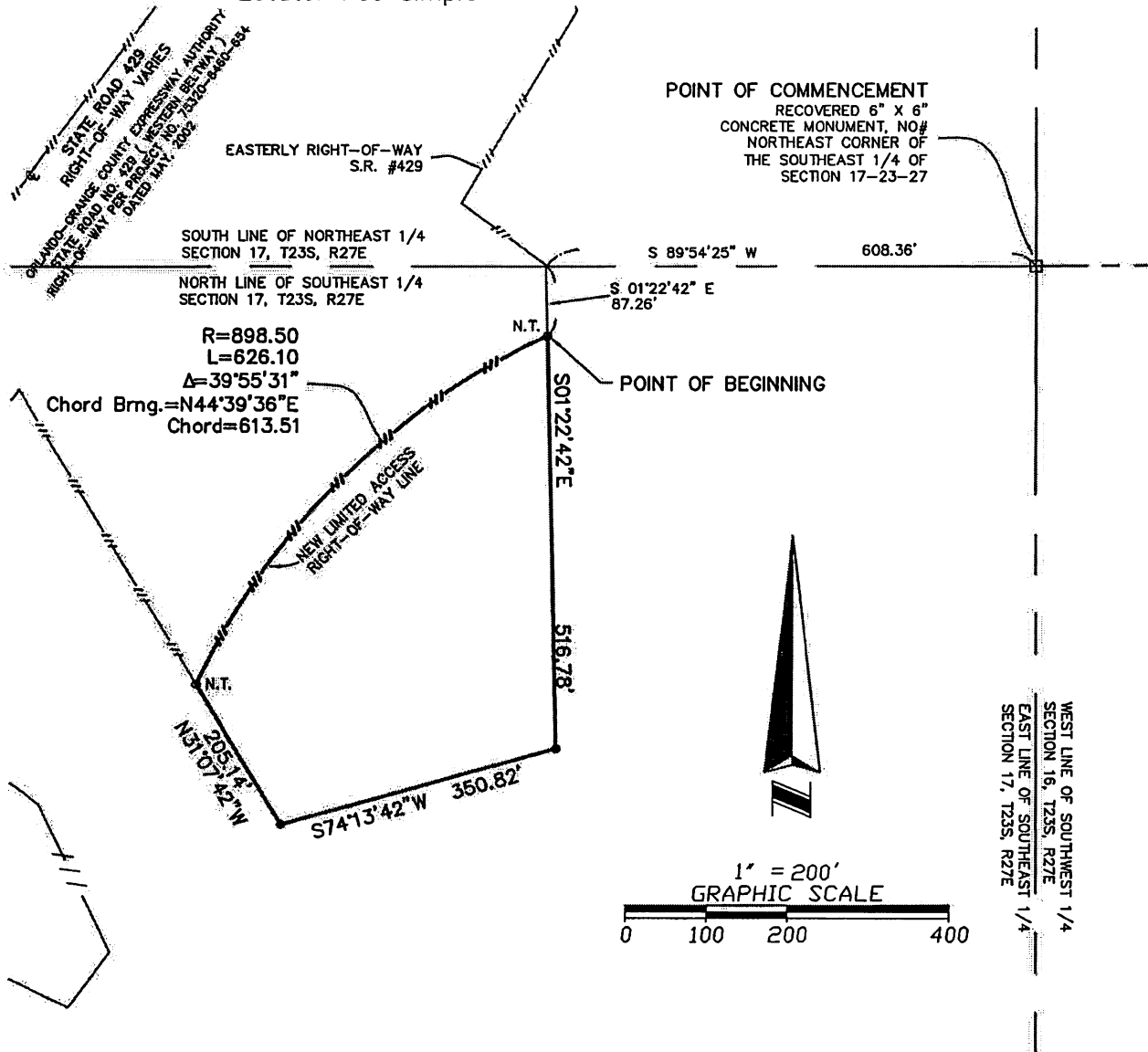
CHECKED BY: EGT

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

SKETCH OF DESCRIPTION

Central Florida Expressway Authority
SR 429 -Project 654
Parcel 226 (Partial)
Estate: Fee Simple



SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION



16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 654-5355

LEGEND

- DENOTES CHANGE IN DIRECTION, NO POINT SET
- DENOTES CONCRETE MONUMENT
- N.T. DENOTES NON-TANGENT
- R DENOTES RADIUS
- L DENOTES LENGTH
- Δ DENOTES DELTA

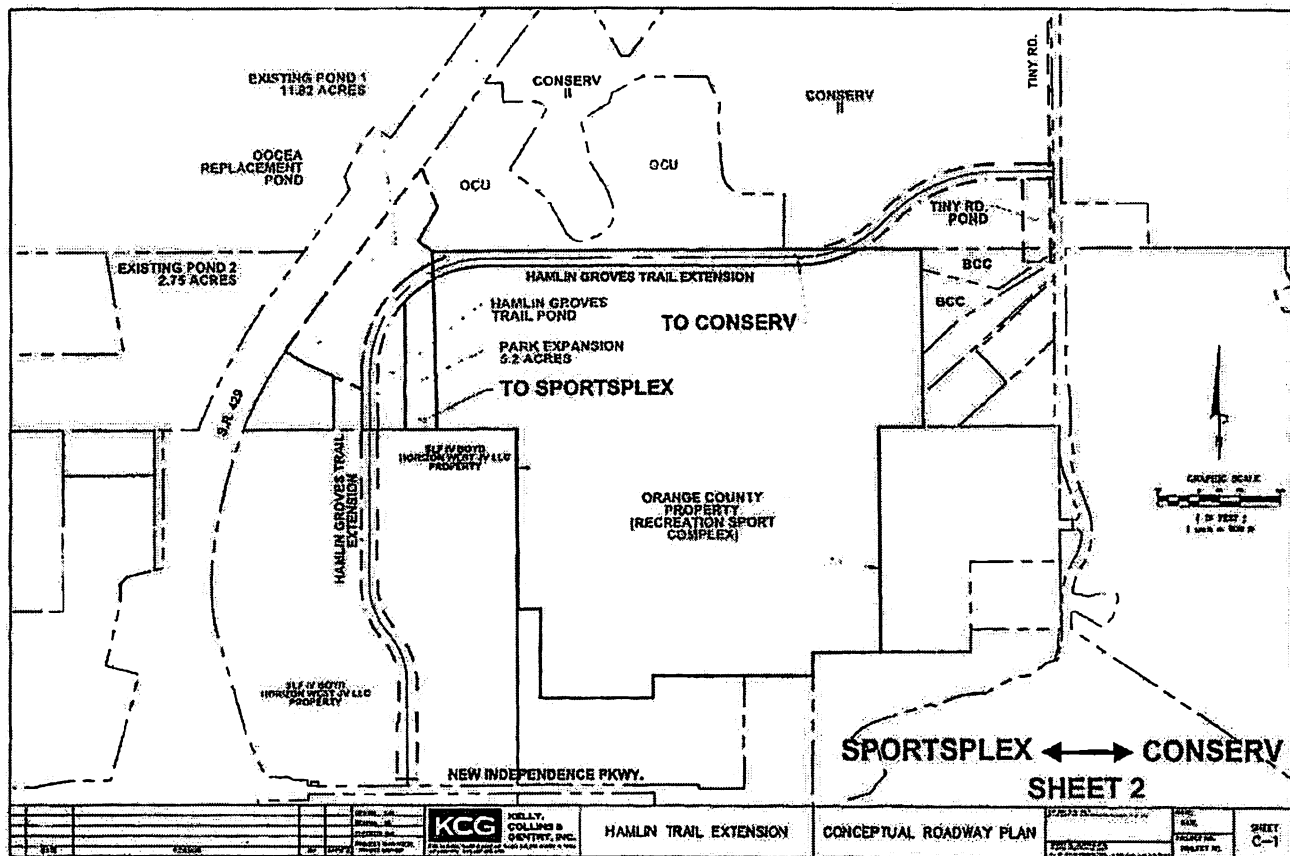
—//— DENOTES LIMITED ACCESS RIGHT OF WAY

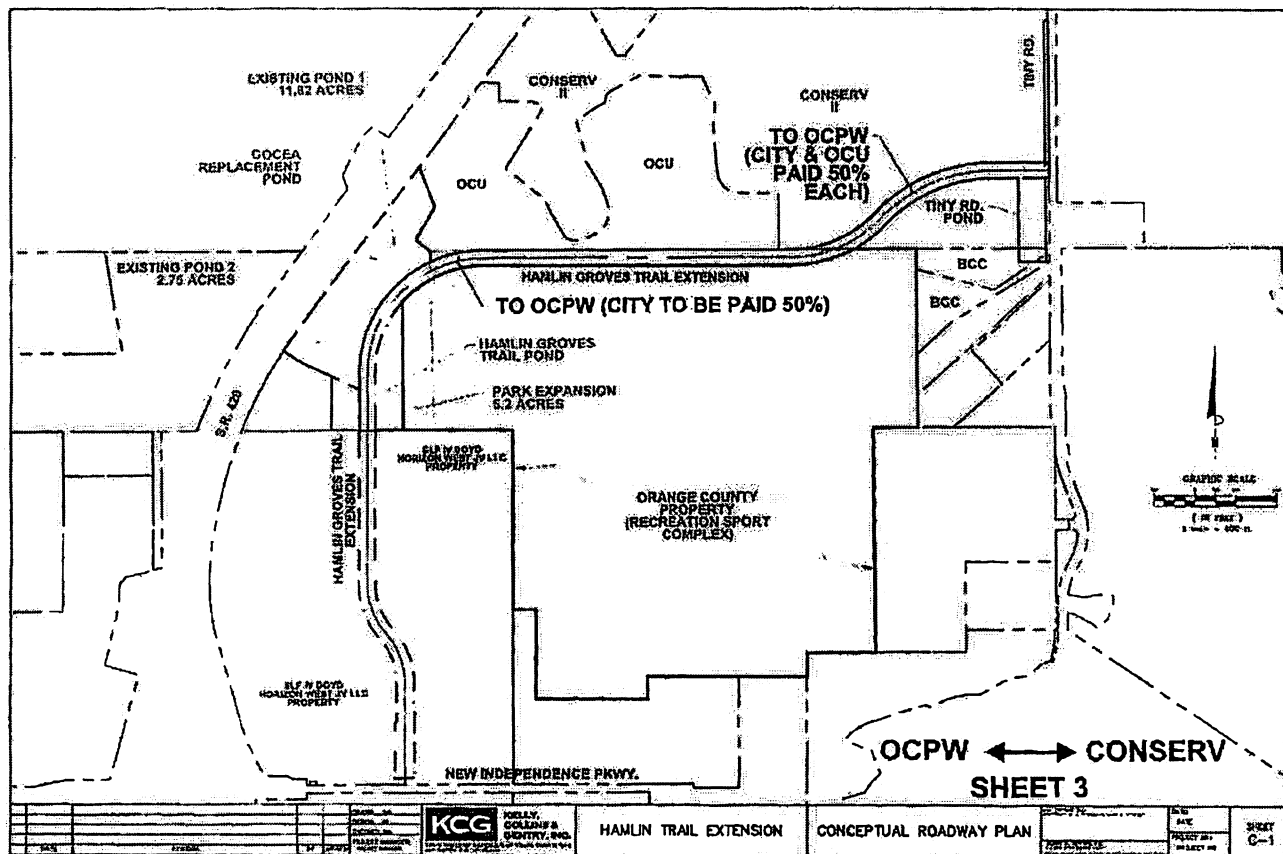
JOB NO. 20140193

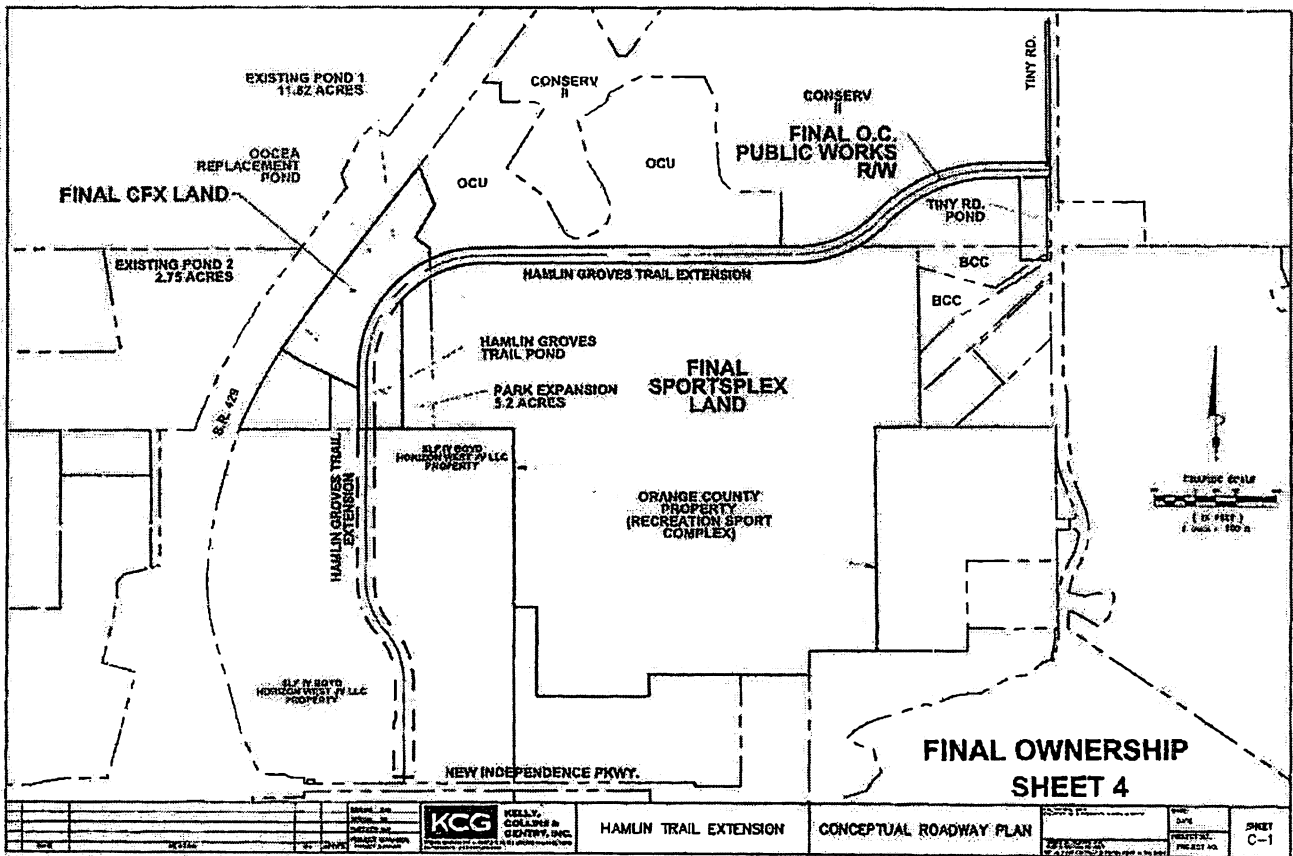
DATE: 9/25/2014

SCALE: 1" = 200'

DRAWN BY: DY







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KCG KELLY, COLLINS & GIERING, INC.
 10000 WILSON AVENUE, SUITE 100
 FORT WORTH, TEXAS 76154
 (817) 336-1111

HAMLIN TRAIL EXTENSION

CONCEPTUAL ROADWAY PLAN

DATE: 10/1/2010
 DRAWN BY: J. GIERING
 PROJECT NO. 10-00000000-0000

SHEET C-1


APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

Exhibit D

FEB 24 2015 CS/B5

PREPARED BY AND RETURN TO:
JAMES G. WILLARD, ESQUIRE
SHUTTS & BOWEN LLP
300 S. ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA 32801

Tax Parcel I.D. No.: 17-23-27-0000-00-006

DOC# 20150101000 B: 10881 P: 2327
02/26/2015 03:15:40 PM Page 1 of 29
Rec Fee: \$248.00
Dead Rec Fee: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY GROWTH MANA


ROAD NETWORK AGREEMENT

NORTHERLY EXTENSION OF HAMLIN GROVES TRAIL FROM NEW INDEPENDENCE PARKWAY TO TINY ROAD

THIS ROAD NETWORK AGREEMENT (the "Agreement"), is effective as of the latest date of execution by the parties hereto (the "Effective Date"), and is made and entered into by and between SLF IV/BOYD HORIZON WEST JV, LLC, a Delaware limited liability company (the "Owner"), whose address is c/o Boyd Development Corporation, Attn: Scott T. Boyd, 7586 West Sand Lake Road, Orlando, Florida 32819 and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, 201 S. Rosalind Avenue, Orlando, Florida 32802-1393 ("County").

WITNESSETH:

WHEREAS, Owner is the owner of fee simple title to certain property in Orange County, Florida more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, Owner is developing the Property for a mix of uses pursuant to the Hamlin PD/UNP/LUP, as amended; and

WHEREAS, County owns and controls, together with the City of Orlando, certain lands lying north and east of the Property (the "Conserv II Land") as depicted on the conceptual road plan attached hereto as Exhibit "B" (the "Conceptual Road Plan"); and

WHEREAS, Owner and County desire to cooperate in the design and construction of a northerly extension of Hamlin Groves Trail from its current terminus south of New Independence Parkway through and across the Property and the Conserv II Land to a connection with Tiny Road (such road design and construction hereinafter referred to as the "Project"); and

WHEREAS, in light of the access which the Project will provide to the future regional recreational project planned by County on the Conserv II Land and the benefit

Road Network Agreement
Northerly Extension of Hamlin Groves Trail (2015)
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to the residents and general public derived from the Project's enhancement to the County road system, County hereby expresses its intent to include the Project in its Long-Range Transportation Plan; and

WHEREAS, the County Engineer has determined that the Project is impact fee eligible; and

WHEREAS, Owner and County desire to set forth herein all of the terms, conditions and agreements between them with respect to the required right-of-way contribution, road impact fee credits and related road construction with respect to the Project.

NOW, THEREFORE, in consideration of the premises, County and Owner hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference.

2. **Definitions**. Unless defined elsewhere within this Agreement, the terms set forth below shall have the following meanings when used in this Agreement:

2.1 **CFX** – shall mean the Central Florida Expressway Authority, with a point of contact at 4974 ORL Tower Road, Orlando, Florida 32807, Attn: Linda Brehmer Lanosa.

2.2 **CFX Pond Relocation Work** – shall mean the relocation and reconfiguration of certain stormwater ponds currently owned by CFX and which are presently located partially within the proposed right-of-way (ROW) alignment for the Project.

2.3 **Construction Contract** – shall mean, collectively, the final County-approved construction contracts for the Improvements entered into by Owner and the General Contractor, including approved change orders. To facilitate tracking of each party's respective costs, there will be two separate construction contracts between Owner and the General Contractor, one addressing construction and cost of all Improvements located on the Conveyed Lands and one addressing construction and cost of all Improvements located on the Conserv II Land, including the CFX Pond Relocation Work, as defined in paragraph 6.6 hereof.

2.4 **DEP Cost(s)** – shall mean all design, engineering, and permitting costs approved by County and reasonably required in connection with the Project.

2.5 **General Contractor** – shall mean the general contractor selected by Owner and approved by County to construct the Improvements in accordance with the Construction Contract.

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2.6 Improvements – shall refer to all roadway, drainage, and other improvements designed, approved, and constructed in connection with the Project.

2.7 Owner – shall refer to SLF IV/Boyd Horizon West JV, LLC, a Delaware limited liability company, and its successors or assigns as the fee owner of the Property or any Parcel (as hereinafter defined) within the Property.

2.8 Project Completion – shall mean issuance by County of a certificate of completion for the Project. County shall not issue a certificate of completion unless and until it has received notice from CFX of its approval of the CFX Pond Relocation Work and acceptance of the relocated pond.

3. Conveyance of Right-of-Way to County.

3.1 Conveyed Lands. Within thirty (30) days after notice from County that County is prepared to finalize dedication of that portion of the Project located on Conserv II Land, Owner shall convey to County marketable fee title to that portion of the Property required for the Project (the "Conveyed Lands"), as legally described and depicted pursuant to final permitted construction plans for such roadway. The parties agree that the alignment and design of the Improvements shall be substantially as set forth in the attached Conceptual Road Plan (Exhibit "B") and, unless otherwise modified by County in the final approved Project plans, shall reflect the typical sections set forth in the attached Exhibit "C" (the "Typical Project Sections").

3.2 Procedure. The Conveyed Lands shall be conveyed by general warranty deed to County, free and clear of all liens and encumbrances, except for easements and matters of record acceptable to County. Owner shall pay all costs associated with the conveyance of the Conveyed Lands, including recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with conveyance of the Conveyed Lands shall be pro-rated as of the date of transfer of title, and said pro-rated amount shall be paid by Owner to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance.

3.3 Title Policy. Not less than thirty (30) days prior to conveyance of the Conveyed Lands, Owner shall deliver to County, at Owner's cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days after conveyance of the Conveyed Lands.

3.4 Environmental Audit. Not less than thirty (30) days prior to conveyance, Owner shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the Conveyed

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Lands. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, the Owner shall submit to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the Conveyed Lands, one of the following events shall occur: (i) Owner shall remediate the Conveyed Lands to County's satisfaction prior to the conveyance; or (ii) Owner and County shall negotiate and enter into a separate written agreement whereby the parties agree upon the cost sharing and timing of such remediation; or (iii) County may terminate this Agreement at its option.

3.5 Compliance with Section 288.23, Florida Statutes. Owner shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 288.23, Florida Statutes.

3.6 County Dedication of Required Project Right-of-Way. County shall cause to be dedicated for Project right-of-way purposes that portion of the Project located on the Conserv II Land, including required stormwater drainage areas, all pursuant to the Conceptual Road Plan. County shall give Owner thirty (30) days written notice of the date County is prepared to finalize such right-of-way dedication over the Conserv II Land.

4. Transportation Impact Fee Credits.

4.1 Allocation of Credits. Upon Project Completion and conveyance to and acceptance by County of the Conveyed Lands, Owner shall be entitled to receive transportation impact fee credits ("Credits"). The value of the Conveyed Lands shall be \$22,500.00 per acre and shall be included in the Credits calculation. The total amount of Credits to be awarded shall be equal to the lesser of:

(i) 87% (as documented by an excess capacity calculation on file with County's Transportation Planning Division Manager) of all actual, reasonable amounts incurred by Owner for County-approved DEP Costs and construction costs for the Improvements located on the Conveyed Lands, and \$22,500.00 per acre for the Conveyed Lands, or

(ii) 60% of the countywide average total cost of road construction on the Conveyed Lands (including study, design, permitting, right-of-way, and construction) per lane mile for all County roads (the "Countywide Average Cost"), as established and amended from time to time by the County Engineer, multiplied by the number of lane miles of roadways constituting the Improvements. In 2014, the Countywide Average Cost was \$2,420,000.00 per lane mile of roadway.

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Notwithstanding anything seemingly to the contrary in this Agreement, it is expressly understood and agreed by Owner and County that the total of County's reimbursement to Owner via Credits shall never exceed 80% of the aforementioned Countywide Average Cost.

4.2 Timing and Amount of Credits. Upon Project Completion and conveyance to and acceptance by County of the Conveyed Lands, County shall award Credits to Owner based upon Owner certification to County and County confirmation of payment and approval of the total eligible costs incurred by Owner with respect to, and located upon, that portion of the Project on the Conveyed Lands. No Credits shall be allocated for any design or construction cost of improvements located on right-of-way dedicated from the Conserv II Land.

4.3 Use/Sale of Credits. All Credits may be used to offset transportation impact fees otherwise payable for any development within the Property. Owner may assign its Credits to any builder or landowner only within the Horizon West area of Transportation Impact Fee Zone 4 for an amount no greater than County's then applicable impact fee rate.

As transportation impact fees become payable from time to time in connection with the Project, and if so instructed by Owner, County shall deduct such amounts payable from Owner's account. County shall make such deductions from Owner's account from time to time only upon receipt of written direction from Owner (or from such person or entity to whom Owner expressly may assign this authority, in writing, in the future) to effect the particular deduction.

Other than as set forth in this Section 4.3, nothing herein shall prevent Owner from assigning Credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time.

4.4 Change In Law. In the event transportation impact fee collections are abolished in Orange County and are fully replaced with a transportation mobility fee or similar fee relating to the use of capacity on County's road network, this Agreement shall remain in full force and effect, except that the name of the new fee shall automatically be substituted for the term "impact fees" throughout the text of this Agreement. The parties acknowledge that a mobility fee may include components for pathways and/or transit operations that are not included as part of the impact fee formula. Notwithstanding that circumstance, the mobility fee shall be used dollar for dollar in the same manner that impact fees are used under the terms of this Agreement. In the event County continues to collect transportation impact fees for developments in Horizon West, but those impact fees are supplemented by additional fees that do not fully replace transportation impact fees, the parties to this Agreement shall meet to determine what modifications, if any, are needed to this Agreement to reflect the then current fee structure relating to the use of capacity on County's road network. The

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parties shall then work cooperatively to make the appropriate revisions to this Agreement.

4.5 In consideration of the Credits, Owner shall not be authorized to submit an alternative impact fee study pursuant to Section 23-93 of the County Code.

5. **APF Requirements.** The Conveyed Lands shall serve as a credit toward meeting the Adequate Public Facilities ("APF") acreage requirement in accordance with Section 30-714 of the County Code.

6. **Design, Construction and Funding of Improvements.**

6.1 **Design.** Owner shall commence DEP work for the Improvements pursuant to consulting contracts and budgets reviewed and approved by County and by CFX as relates to the CFX Pond Relocation Work. Such consulting contracts shall identify County as a third party beneficiary. Owner will provide to County Project engineering plans at the 60% and 100% stages of completion, for County's review and approval.

6.2 **Construction.** Prior to construction of any Improvements, Owner shall (i) obtain all applicable permits and final County construction plan approval, including preparation of a modification to that certain Florida Department of Environmental Protection (FDEP) Permit ERP48-0205102-002-EI (as modified, the "FDEP Permit"); (ii) execute and deliver to CFX a right of entry document in substantially the form attached hereto as Exhibit "D"; and (iii) provide satisfactory payment and performance bonds in the amount of the Construction Contract, together with a rider to such bonds identifying County as a dual-obligee. Such bonds must be obtained before the applicable notice of commencement of construction of the Improvements, shall be issued by such sureties as are acceptable to County, and shall be assignable to County upon its acceptance of the Improvements. If the Construction Contract amount is increased by any change order, Owner shall be responsible to amend the bonds accordingly and a copy of the amendment shall be forwarded to County. If the surety on any bond furnished is declared bankrupt, becomes insolvent, has its right to do business in Florida terminated, or ceases to meet the requirements under this Agreement, Owner shall substitute another surety acceptable to County within five (5) business days.

Owner shall obtain at least three (3) bids for construction of the Improvements from qualified general contractors acceptable to County, and the final construction contract for the Improvements shall be subject to review and approval of County. County and CFX, holder of the FDEP Permit, shall each have the reasonable right to inspect the construction work at regular intervals; to that end, Owner shall inform both County and CFX of its construction schedule and invite both County and CFX to progress meetings. Owner shall ensure that the General Contractor performs all work

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in accordance with permits and approvals, including conducting the CFX Pond Relocation Work in accordance with the FDEP Permit.

The Project shall be completed within three (3) years after the Effective Date. Upon Project Completion, Owner shall deliver to County a one year maintenance surety in the form of cash or letter of credit covering all Improvements constructed, such surety to be in form and substance reasonably acceptable to County. From the date of completion of Improvements until such time as the Improvements are accepted for maintenance by County, Owner shall be responsible for maintaining the Improvements, at its expense, including landscaping, irrigation and other Improvements within the road right-of-way. Notwithstanding acceptance by County, the one year maintenance surety shall remain in place for the entire year. Owner shall also deliver to CFX a one year warranty acceptable to CFX for the CFX Pond Relocation Work. Additionally, Owner shall provide to each County and CFX as-built drawing information and final certification forms for the CFX Pond Relocation Work on signed and sealed plans.

6.3 Financial Responsibility. Owner shall be solely responsible for the DEP Cost and construction cost of all Improvements located on the Conveyed Lands provided, however, Owner shall receive Credits therefore pursuant to the terms of paragraph 4 of this Agreement.

County shall be solely responsible for the DEP Cost and construction cost of all Improvements located on the Conserv II Land.

6.4 County Review Process. DEP and construction of the Improvements will be reviewed and processed by County as an "E" project in accordance with County policies and procedures.

6.5 Project Cost Payment Procedure.

6.5.1 DEP Cost Payment. County and Owner shall each be responsible for its respective share of the Project DEP Cost in proportion to the length of the Project roadway within its respective lands. Accordingly, County agrees to pay 75% of the Project DEP Cost and the Owner agrees to pay 25% of the Project DEP Cost. Attached hereto as Exhibit "E" is an agreed upon estimate of the Project DEP Cost. Any changes or additions to such approved DEP Cost shall require prior County review and approval. Any change order for an amount of more than ten percent (10%) of the estimate, alone or in the aggregate, shall require approval by County's Board of County Commissioners.

DEP Cost for the entire Project, including DEP Cost relating to the CFX Pond Relocation Work, shall initially be funded by Owner. County shall, however, make all reasonable efforts to reimburse to Owner County's share of the Project DEP Cost, together with 100% of the DEP Cost relating to the CFX Pond Relocation Work, within thirty (30) days after submittal by Owner to County, and County approval of, a

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DEP Cost reimbursement request outlining all DEP work performed and costs actually expended, a statement of County's share of such costs, and satisfactory evidence of payment of such costs by Owner. DEP Cost reimbursement from County may be requested by Owner monthly through Project Completion, but the initial request shall not be funded by County earlier than October 1, 2014.

6.5.2 Construction Cost Payment. In accordance with Section 6.2 above, prior to commencing construction work for the Project, Owner shall (i) obtain all applicable permits and final County construction plan approval for the Improvements, and (ii) provide satisfactory payment and performance bonds in the amount of the Construction Contract, together with a rider to such bonds identifying County as a dual-obligee. Any change order for an amount of more than ten percent (10%) of the estimate, alone or in the aggregate, shall require approval by County's Board of County Commissioners.

The Construction Contract shall require that in connection with each request for payment of any contract sum, the General Contractor will submit to both Owner and County the following information (the "Funding Request"):

(i) An invoice, signed by an authorized signor of the General Contractor, summarizing the total cost of the Improvements for which the General Contractor is seeking payment and documentation of all amounts paid to date under the Construction Contract; and

(ii) A copy of the monthly draw or progress payment request that has been submitted by the General Contractor for the Improvements, in accordance with the Construction Contract; and

(iii) Such other information required from General Contractor pursuant to the Construction Contract or as reasonably requested by County or Owner within ten (10) days after receipt of each Funding Request. County shall promptly notify Owner and the General Contractor upon determination that it has received each Funding Request and all required additional information such that the Funding Request is deemed complete (a "Complete Funding Request").

Each Funding Request and supporting materials will be submitted to County and Owner as follows at:

County: Manager, Transportation Planning Division
 Orange County Public Works Complex
 4200 John Young Parkway
 Orlando, Florida 32839-9205

Owner: SLF IV/Boyd Horizon West JV, LLC
 c/o Boyd Development Corporation

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Attn: Dennis Seliga, Project Manager
7586 West Sand Lake Road
Orlando, Florida 32819.

(iv) County shall, within thirty (30) days after receipt of a Complete Funding Request, determine the accuracy of such request and notify Owner that County has approved the same, or if the Complete Funding Request has not been entirely approved, what portion thereof has been approved for reimbursement to Owner by County. Owner shall thereafter pay to General Contractor that portion of the Complete Funding Request approved by County and provide satisfactory evidence of such payment to County. County shall make reasonable efforts, within thirty (30) days after receipt of such evidence of payment, to reimburse to Owner the amount of such approved payment made by the Owner to the General Contractor.

(v) Although County shall review and approve all amounts paid under the Construction Contract for the entire Project, the payment reimbursement procedure to Owner set forth above shall apply only to that Construction Contract applicable to the Improvements located on the Conserv II Land or in connection with CFX Pond Relocation Work.

6.6 Roadway Landscaping Maintenance. The parties acknowledge that any roadway constructed by Owner pursuant to this Agreement on the Conveyed Lands may include a substantial amount of landscaping, including irrigation. Owner, or a successor property owners' association created by Owner, shall install and maintain said Conveyed Lands roadway landscaping at Owner's expense. Accordingly, upon Project Completion, Owner shall enter into a County use agreement providing for Owner or its successors to maintain all landscaping improvements constructed within said road rights-of-way on the Conveyed Lands.

6.7 Streetlighting. To the extent any road construction pursuant to this Agreement includes streetlighting, the parties shall cooperate in the formation of a County municipal service benefit unit for the Property to maintain the annual cost of such streetlighting.

7. Insurance and Indemnification. During the course of construction of any phase of the Improvements constructed hereunder, the following provisions shall apply:

7.1 Insurance. Owner or its contractor shall procure and maintain throughout the construction of the Improvements, insurance with limits and terms as specified below:

- Workers' compensation insurance with statutory workers' compensation limits and no less than \$100,000 limit for Employers' Liability with a waiver of subrogation in favor of County, its consultants, agents, employees and officials.

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- Commercial general liability insurance for all operations including but not limited to contractual, products and completed operations and personal injury with limits of not less than \$1,000,000 per occurrence and an aggregate limit of at least twice the per occurrence limit.
- Business automobile liability insurance for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000 per occurrence.

Owner shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified above and shall furnish to County evidence of such insurance prior to commencement of construction. County shall be listed as an additional insured on all insurance policies required herein, except workers' compensation. All coverage shall be primary and not contributory with any insurance or self-insurance maintained by County. County shall be notified at least thirty (30) days prior to any material change, cancellation, or non-renewal of any policy required herein.

7.2 Indemnification. Owner shall, and shall cause their contractors and subcontractors to, defend, indemnify, and hold harmless County, its officials, and employees from and against all liabilities, claims, damages, losses, costs, and expenses (including attorneys' fees and costs) arising out of or resulting from the performance of the construction activities, provided that any such liability, claim, damage, loss, cost, or expense:

- Is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the construction activities themselves) including the loss of use resulting there from and,
- Is caused in whole or in part by any act or omission of the Owner, contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

Provided, however, if this Agreement or any underlying contract for construction of any Improvements is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation to defend, indemnify, or hold harmless County, its officers, and employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the contractors and persons employed or utilized by the contractors in the performance of the construction activities.

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Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity or of the rights of County pursuant to Section 768.28, Florida Statutes.

The indemnification provision contained herein shall survive the termination of this Agreement.

8. **Utilities.** This Agreement does not address utility requirements. Owner shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

9. **Notice.** Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Owner: SLF IV/Boyd Horizon West JV, LLC
c/o Boyd Development Corporation
7586 West Sand Lake Road
Orlando, FL 32819
Attn: Scott T. Boyd

With a copy to: Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1000
Orlando, Florida 32801
Attn: James G. Willard, Esquire

c/o The Stratford Company
3400 Peachtree Road NE, Suite 650
Atlanta, Georgia 30326-1108
Attn: David Moore

Hudnall P.C.
5949 Sherry Lane, Suite 1750
Dallas, Texas 75225
Attn: Allan S. Katz

As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393

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Northerly Extension of Hamlin Groves Trail (2015)
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With a copy to: Orange County Community, Environmental and
Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-8205

10. **Covenants Running with the Land.** This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties and any person, firm, corporation, or other entity that may become the successor in interest to the Property or any Parcel. Notwithstanding the foregoing, however, the authority to instruct County to make deductions from Owner's road impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

11. **Recordation of Agreement.** An executed original of this Agreement shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days after the Effective Date.

12. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

13. **Time is of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

14. **Further Documentation.** The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

15. **Limitation of Remedies.** County and Owner expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

15.1 **Limitations on County's remedies.** Upon any failure by Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

(a) action for specific performance or injunction; or

(b) the right to set off, against the amounts of impact fees to be credited in favor of Owner under this Agreement, (A) any amounts due to County

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from Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by Owner, but which Owner has failed or refused to do when required; or

(c) the withholding of development permits and other approvals or permits in connection with the Project and/or the Property; or

(d) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the Conveyed Lands or any other portion of the Property as County may lawfully elect. County is under no obligation to obtain any lands by eminent domain and the intent of this Agreement contemplates that no eminent domain will be necessary. The parties agree to meet in good faith to renegotiate the terms of this Agreement in the event that County is unable to acquire the lands through voluntary conveyance.

15.2 Limitations on Owner's remedies. Upon any failure by County to perform its obligations under this Agreement, Owner shall be limited strictly to only the following remedies:

(a) action for specific performance; or

(b) action for injunction; or

(c) action for declaratory judgment regarding the rights and obligations of Owner; or

(d) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

16. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

17. Counterparts. This Agreement and any amendment(s) may be executed in up to two counterparts, each of which shall be deemed an original and both of which shall constitute one and the same instrument.

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18. Owner's Request to Proceed and Corresponding Condition Precedent.

This Agreement is one of a series of agreements, as follows:

- CFX, City, and County Interlocal Agreement regarding Pond Relocation Work;
- Purchase and Sale Agreement for County to purchase the City's interest in the Conserv II property;
- Amendment to Sportplex Lease Agreement with City of Orlando;
- Resolution/Notice of Reservation to allow road and retention areas to be moved from Orange County Utilities to Public Works for use as a road;
- Utilities Reimbursement Agreement (for oversizing and extending utility lines).

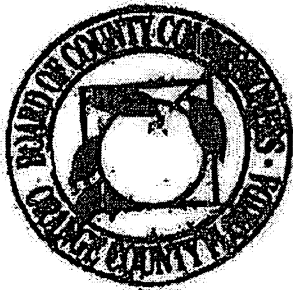
Owner has requested that County move forward with this Agreement prior to execution of the other inter-related agreements. To that end, the parties agree that a condition precedent to any obligation of County under the present Agreement is that the aforementioned inter-related agreements shall be fully executed and of full legal force and effect.

Furthermore, even if the condition precedent is not met, Owner understands and agrees that he must provide safe and adequate access, as determined by County, to the Property.

[Signature pages follow]

Road Network Agreement
Northerly Extension of Hamlin Groves Trail (2015)
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor
Date: 2.24.15

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Craig A. Stapp*
Craig A. Stapp
Deputy Clerk

Print Name: Craig A. Stapp

Road Network Agreement
Northerly Extension of Hamlin Groves Trail (2015)
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WITNESSES:

OWNER

SLF IV/BOYD HORIZON WEST JV, LLC,
a Delaware limited liability company

Ken S. Kupp
Print Name: Ken S. Kupp

Dennis A. Sediga
Print Name: Dennis A. Sediga

By: Boyd Horizon West, LLC, a Florida
limited liability company, Managing
Member

Scott T. Boyd
By: Scott T. Boyd, Manager

Date: 1/22/15

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Scott T. Boyd, Manager of Boyd Horizon West, LLC, a Florida limited liability company, Managing Member of SLF IV/BOYD HORIZON WEST JV, LLC, a Delaware limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 22nd day of January, 2015. He/she is personally known to me or has produced N/A as identification and did/did not take an oath.

22nd day of January, 2015. WITNESS my hand and official seal in the County and State last aforesaid this



Penny Names
Notary Public
Print Name: Penny Names
My Commission Expires: _____

Road Network Agreement
Northerly Extension of Hamlin Groves Trail (2015)
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EXHIBIT "A"

THE PROPERTY

The South one-half (S ½) of the southeast one-quarter (SE ¼) of Section 17, Township 23 South, Range 27 East, lying East of the Western Beltway, containing 85.48 acres more or less.

AND

The North ½ (N ½) of the Northeast one quarter (NE ¼) of Section 20, Township 23 south, Range 27 East, lying East of the Western Beltway; LESS the Northerly 30 feet of the South 60 feet of the Easterly 50 feet of the West 1208 feet taken by Orange County in Order of Taking in Official Records Book 3873, Page 3619; AND LESS the South 30 feet conveyed to Orange County for Road right of way in Deed Book 881, Page 361, containing 80.16 acres more or less.

Total Property acreage of 125.64 acres, more or less.

Road Network Agreement
Northerly Extension of Hamlin Groves Trail (2015)
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EXHIBIT "B"

CONCEPTUAL ROAD PLAN

[SEE FOLLOWING PAGE]

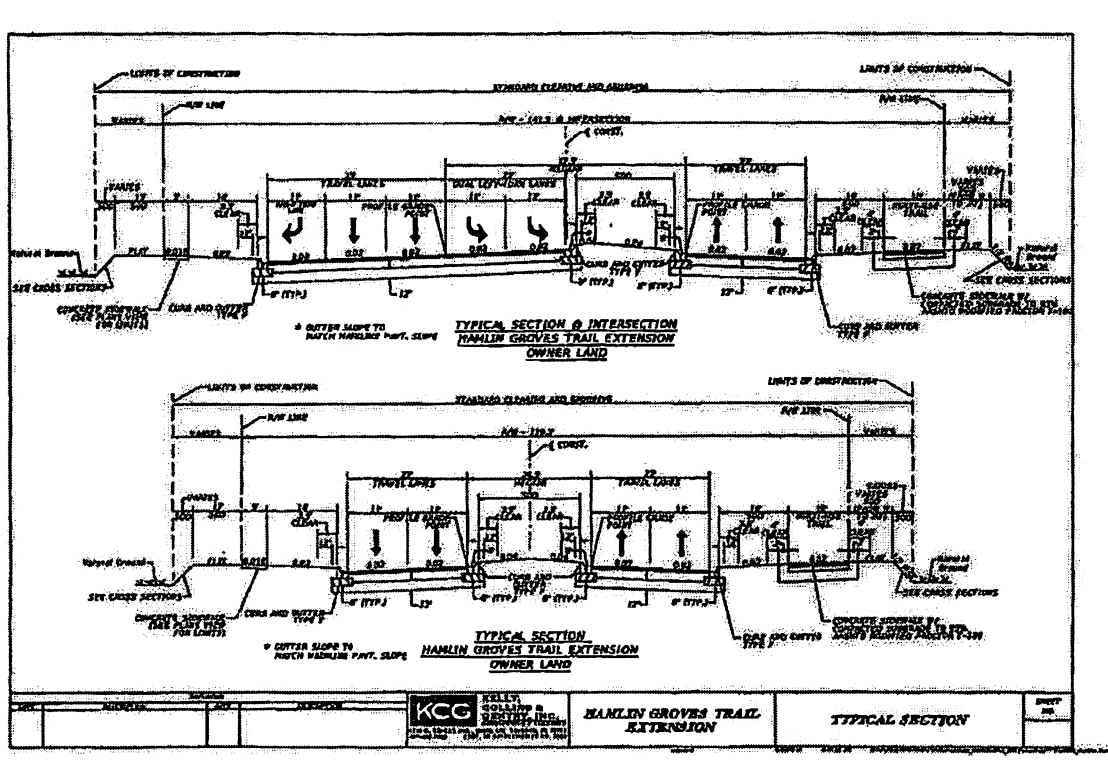


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Northerly Extension of Hamlin Groves Trail (2015)
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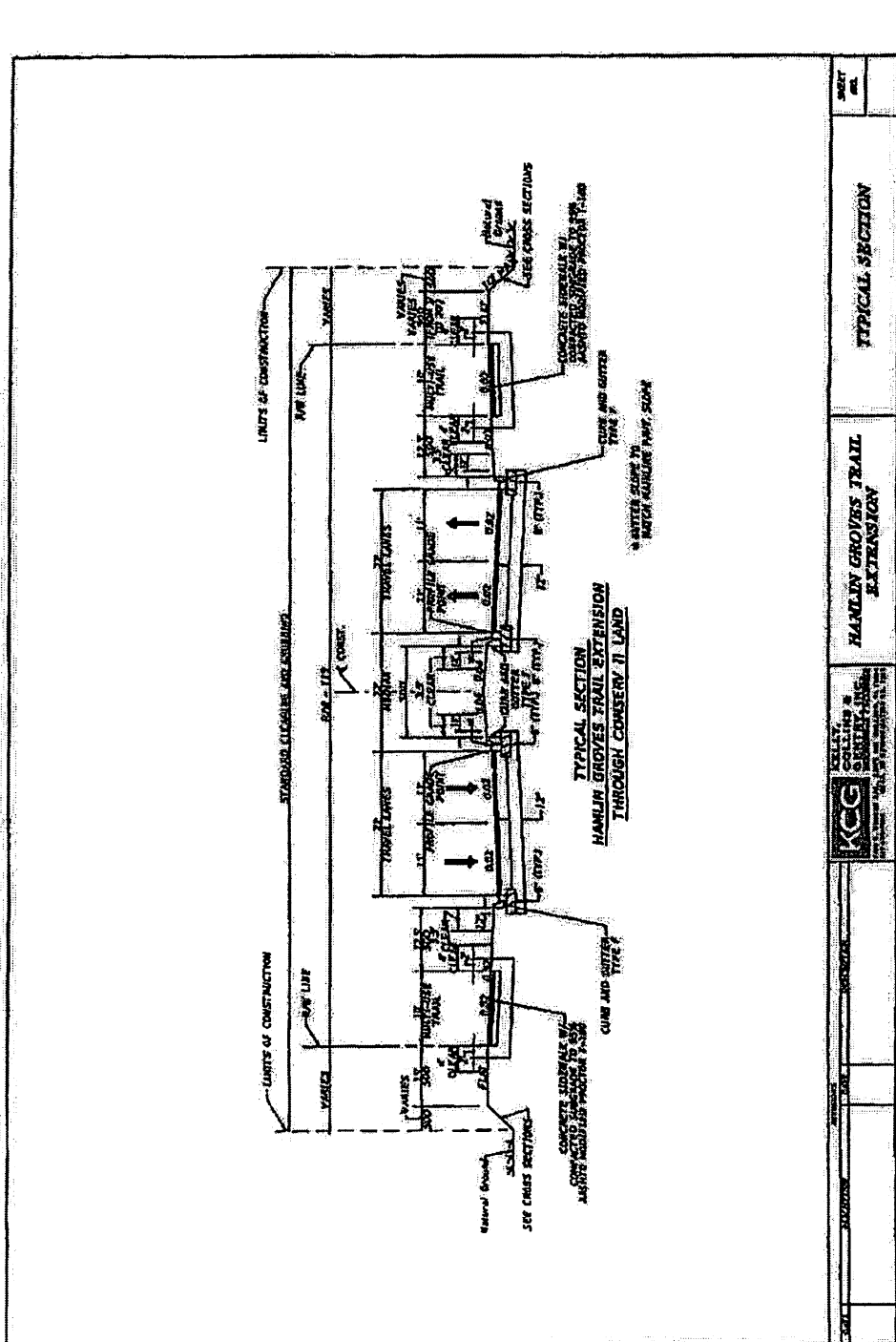
EXHIBIT "C"

TYPICAL PROJECT SECTIONS

[SEE FOLLOWING TWO PAGES]



ORLDOCS 1378245 4



Road Network Agreement
Northerly Extension of Hamlin Groves Trail (2015)
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Exhibit "D"

Form of Right of Entry

[see following 5 pages]

Road Network Agreement
Northerly Extension of Hamlin Groves Trail (2015)
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RIGHT OF ENTRY AGREEMENT

This RIGHT OF ENTRY AGREEMENT ("Agreement") is made and entered into on this _____ day of _____, 2015, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the State of Florida ("Authority"), with a principal address of 4974 ORL Tower Road, Orlando, FL 32807, and SLF IV/Boyd Horizon West JV, LLC, Delaware limited liability company ("Licensee"), who is duly authorized to conduct business in the State of Florida and whose mailing address is c/o Boyd Development Corporation, Attn: Scott T. Boyd, 7586 West Sand Lake Road, Orlando, Florida 32819.

RECITALS

WHEREAS, Authority is the fee simple owner of certain real property located in Orange County, Florida, more particularly described on Exhibit A, attached hereto and incorporated herein by reference ("Property"), which real property is generally located adjacent to the east right-of-way of SR 429 approximately .5 miles north of New Independence Parkway; and

WHEREAS, Licensee intends to perform the work described in the plans attached hereto as Exhibit B and incorporated herein by reference ("Project"), generally described as follows:

Relocation and reconfiguration of existing CFX stormwater ponds; and

WHEREAS, Licensee desires to enter upon the Property in order to construct the Project; and

WHEREAS, Licensee has requested a temporary non-exclusive right of entry to enter upon the Property to commence such work.

NOW, THEREFORE, in consideration of the above-stated premises, the Authority and Licensee hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Right of Entry. Authority hereby authorizes Licensee and its employees, contractors, and agents to enter upon the Property for the sole and limited purpose of constructing the Project. Under no circumstances may Licensee block any Authority roadway or operation or impede Authority in its normal functions without the prior written consent and approval from the Authority.

3. Special Conditions. Licensee further agrees to the following special conditions:

Road Network Agreement
Northerly Extension of Hamlin Groves Trail (2015)
Page 25 of 29

- a. No pullboxes or other surface structures shall be permanently placed within Authority right-of-way.
- b. Licensee shall apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, and regulations.
- c. _____
- d. _____
- e. _____
- f. _____

4. Term. This is a license agreement terminable at will by the Authority. Unless terminated sooner, this Agreement will expire upon the earlier of: (a) completion of the Project; or (b) _____ years from the date of execution by Authority.

5. Coordination. Activities to be performed in connection with the Project shall be coordinated with Authority prior to the initiation of the activity. Coordination with Authority shall be accomplished through contact and cooperation with both Pat Collins at 407-690-5056 and Steve Geiss at 407-630-5335, at least 72 hours in advance to assist in locating the existing Authority roadway lighting lines, fiber optic network lines, and any other underground improvements and to confirm no on-going maintenance in the area.

6. Restoration of Site. Licensee shall be responsible for any and all costs related to the Project, including installation, operation and removal and restoration of equipment on and around the Property. At Licensee's sole cost and expense, Licensee shall remove from the Property all materials generated during its activities at the Property and Licensee shall be fully responsible for the proper disposal of such materials in accordance with applicable laws, rules, ordinances and regulations. Additionally, Licensee agrees to promptly repair any and all damage to the Property caused by the Project with specific attention to surface sod, concrete, and asphalt. Restoration of the Property shall be equal or superior to its present condition as nearly as may reasonably be possible. Upon completion of restoration, Licensee shall contact Pat Collins at 407-690-5056 and Steve Geiss at 407-630-5335, who shall inspect the Property and, if satisfied, issue a notice of satisfaction, which notice may be transmitted by electronic mail. Failure to obtain said notice of satisfaction may result in pursuit by Authority against Licensee or its contractors or agents for damages and costs associated with proper restoration of the Property.

7. Indemnification. Licensee shall indemnify, defend and hold Authority harmless and shall cause Licensee's contractors and agents to indemnify, defend and

Road Network Agreement
Northerly Extension of Hamlin Groves Trail (2015)
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hold Authority harmless from and against any and all costs, expenses, fines, fees, penalties, claims, suits or proceedings (including attorneys' fees at the trial or appellate level), demands, liabilities, damages, injuries (including death) arising from their respective use or work performed on or about the Property or in connection with the Project, excepting only those claims arising from the sole negligence of the Authority, its officials, or employees.

8. Sovereign Immunity. Nothing contained in this Agreement shall be construed as a waiver or attempt at a waiver by the Authority of its sovereign immunity under the Constitution and laws of the State of Florida.

9. Insurance. Licensee shall provide a certificate of general liability insurance and specifically list Authority as an additional insured or provide a policy covering contractual liability before any work commences. Policy shall be an occurrence basis policy, with minimum limits of \$1 million per occurrence with a deductible of no more than \$500, and \$2 million in the aggregate combined single limits covering bodily injury, property damage, personal injury and liability.

10. Assumption of Risk; Release. Licensee, on behalf of its employees, contractors, and agents, assumes the risk associated with any activities arising out of this Agreement or on or around the Property. Licensee, on behalf of its employees and agents, hereby releases Authority, its officials, employees, and contractors from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which Licensee and its employees, contractors, or agents may suffer or incur in connection with this Agreement.

11. Reservation of Rights. Authority expressly reserves all rights to pursue any claims it may have against the Licensee, its contractors or its agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by the Licensee, its contractors, or its agents within the Property.

12. Governing Law. All parties agree that this Agreement and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereof shall be instituted and maintained only in the courts of the State of Florida.

13. Notice. Except as otherwise provided in the paragraphs with the headings of Coordination and Restoration of Site, all notices required to be delivered to Licensee or Authority shall be delivered via certified mail return receipt requested to the respective parties at the addresses provided below:

With respect to Licensee:

SLF IV/BOYD HORIZON WEST JV, LLC

Road Network Agreement
Northerly Extension of Hamlin Groves Trail (2015)
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c/o Boyd Development Corporation
Attn: Scott T. Boyd
7586 West Sand Lake Road
Orlando, Florida 32819
Telephone: (407) 352-5858
Facsimile: (407) 352-5843

With respect to Authority:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Facsimile: (407) 690-5011
Attention: Deputy Executive Director of Engineering, Operations
Construction & Maintenance

and

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Facsimile: (407) 690-5011
Attention: General Counsel

14. Authorized Signatories. Licensee represents and warrants that the person signing below is duly authorized to sign this Agreement to which the Licensee and its employees, contractors, and agents will be duly bound.

15. The Parties agree that neither this Agreement nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida or any other County in the State of Florida.

16. Licensee understands and agrees that this Agreement does not take effect until it is fully executed by all the parties and that Licensee cannot rely upon the representations of staff.

Road Network Agreement
Northerly Extension of Hamlin Groves Trail (2015)
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IN WITNESS HEREOF, Authority and Licensee have executed this Right of Entry Agreement effective on the last date of execution.

Witnesses:

First Witness

By: _____
Print Name: _____

Second Witness

By: _____
Print Name: _____

LICENSEE:

SLF IV/BOYD HORIZON WEST JV, LLC,
a Delaware limited liability company

By: **Boyd Horizon West, LLC, a Florida**
limited liability company, Managing
Member

By: _____
Scott T. Boyd, Manager

Date: _____

Witnesses:

First Witness

By: _____
Print Name: _____

Second Witness

By: _____
Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM FOR
EXECUTION BY A SIGNATORY OF THE
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: _____
General Counsel /Deputy General
Counsel
Date: _____

Attachments

Exhibit A. Description of the Real Property
Exhibit B. Project Plans

Road Network Agreement
 Northerly Extension of Hamlin Groves Trail (2015)
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EXHIBIT "E"

ESTIMATED PROJECT DEP COST

Hamlin Groves Trail Extension

| <u>Item</u> | <u>Cost</u> |
|--|-------------------------|
| Survey | |
| Legal Descriptions | \$9,000 |
| Topo | \$9,500 |
| Wetlands | \$2,500 |
| Tree | \$7,500 |
| Survey Subtotal | <u>\$28,500</u> |
| Phase I | <u>\$2,400</u> |
| Geotech | <u>\$19,300</u> |
| Environmental Consultant Estimate | <u>\$20,000</u> |
| Traffic study for Tiny signal and turn lane lengths | <u>\$6,400</u> |
| Civil Engineer | |
| Roadway Design | \$367,000 |
| Construction Admin. Estimate | <u>\$79,560</u> |
| Subtotal Civil Engineer | <u>\$446,560</u> |
| Total | <u>\$523,160</u> |

Note that the construction admin. is an estimate and will be billed hourly.
 Additional change orders may be required and will be sent for County
 review and approval.

DOCEA Pond re-design

| <u>Item</u> | <u>Cost</u> |
|-----------------------|------------------------|
| Survey | |
| Topo | \$5,500 |
| Wetlands | \$1,000 |
| Tree | \$3,500 |
| Survey Subtotal | <u>\$10,000</u> |
| Geotech | <u>\$8,750</u> |
| Civil Engineer | <u>\$81,000</u> |
| Total | <u>\$99,750</u> |

Additional change orders may be required and will be sent for County
 review and approval.

Exhibit E



MEMORANDUM

TO: Scott K. Kamien, P.E., Atkins North America, Inc.

FROM: Robert G. Butterfield, P.E.

DATE: November 4, 2014

RE: Hamlin Groves Trail Extension
SR 429 Contract 654: Combined Ponds 2B and FPC-1

On behalf of SLF IV / Boyd Horizon West JV, LLC ("Developer"), who is coordinating with Orange County regarding the northern extension of Hamlin Groves Trail, KCG has prepared this preliminary feasibility assessment regarding the combining of stormwater areas that serve SR 429, Western Beltway Part C, Contract 654, known as Pond 2B and FPC-1. This feasibility assessment was based on data provided by Atkins regarding the design and as-built information available for the stormwater areas within the Western Beltway Contract 654 project. Preliminary design of the combined stormwater systems of Pond 2B and FPC-1 utilized LiDAR topographic data available from Orange County.

The original design and as-builts for Pond 2B and FPC-1 utilized the vertical datum of 1929 NGVD. The LiDAR topography provided by Orange County used the vertical datum of 1988 NAVD. The conversion is approximately one foot at this location, where elevation 106' (NGVD 29) = 105' (NAVD 88). For comparison purposes, the elevations interpreted from LiDAR topography were converted to NGVD 29 for use in the calculations.

Pond 2B and FPC-1 were designed for different stormwater management functions. Pond 2B provides water quality treatment and flood storage for Basin 2B and accepts overflow from Pond 2A, which serves Basin 2A. Pond 2B was designed for the ultimate 6-laning of SR 429 and assumed a fully paved median. Pond 2B was designed to retain the greater of the runoff from the 100-year/24-hour design storm or the runoff from the 10-year/24-hour design storm above the volume of runoff that could not be recovered within 14 days after the 100-year/24-hour design storm. FPC-1 is a floodplain compensation area that offsets 100-year floodplain volume that was lost due to placement of embankment for SR 429. The design of FPC-1 was not required to demonstrate recovery of the storage volume provided.

Both ponds were designed to operate at nearly coincidental stages. Pond 2B was designed as a dry retention surrounding a wetland. The bottom of the dry retention was set at elevation 106 while the wetland has a SHW at elevation 103. Pond 2B was designed with a sloped perimeter berm having a low edge at elevation 109.5 and high edge at 112. FPC-1 operates with similar stages having the same berm elevations as Pond 2B, but a bottom at elevation 107.

The original design of Pond 2B was modeled using adICPR Version 1.40. Pond volume recovery analysis was performed by the consultant geotechnical engineer with the results denoted in a memorandum within the original calculations. The original design of Pond 2B had computed the peak stage for the 100-year/24-hour storm at elevation 109.96. Recovery 14 days after the 100-year/24-hour storm for Pond 2B was computed to return the pond stage to elevation 106.9, which is above the design pond bottom at elevation 106.0. A subsequent run of the 10-year/24-hour storm used an initial elevation at 109.0 (rather than 106.9), for which the peak stage was computed at elevation 110.85. The original modeling did not incorporate runoff percolation into the soil during the storm and only computed percolation as part of the recovery analysis.

FPC-1 was designed solely to provide an area for compensating storage of runoff volume. The 100-year/24-hour runoff volume for its contributing basin stages up to elevation 110.17 and is fully contained within the right of way by the pond berm set at elevation 112. The design criteria for floodplain compensation did not require a recovery analysis and none was found in the original design documents, however soil borings were performed for FPC-1 to verify the groundwater table elevations.

A preliminary layout for the combination of Pond 2B and FPC-1 was performed using 1' contours from LiDAR topography. The layout utilizes the existing pond banks where possible and then expands into the land between the ponds while assuming the southern end of Pond 2B is filled by the proposed Hamlin Groves Trail extension. It was assumed that the Pond 2B bottom at elevation 106 could be expanded into the newly excavated area and that FPC-1 could be lowered by 1' (from elevation 107) to match the bottom of Pond 2B.

The contributing drainage areas to the combined ponds were reviewed for any changes. The revised total drainage area for Basin 2B will include the original Basin 2B area plus the drainage area that originally contributed to FPC-1 as adjusted per the following notes. A spreadsheet with the drainage area summary for the revised Basin 2B is included in Appendix A.

- For Basin 2B, the as-built plans indicated that runoff was not being conveyed from south of the bridges at Station 821+85 and 822+37 to Pond 2B. This area containing about 6.29 acres is now conveyed to Pond 1G.
- Off-site area B-11E will be reduced by the area that will be taken up by the combined ponds, which was estimated to be 1.82 acres. Basin B-11E will further be reduced by the alignment of the new roadway, but the reduction for this area was not accounted for at this time.
- The combined land area of Pond 2B and FPC-1 will be about 15.0 acres.

The revised basin areas and estimated stage-storage for the combined ponds were used to develop a preliminary ICPR model. The model included the same upstream nodes (Pond 2A and Node 18) and boundary node as the original adICPR model in order to provide consistency with the original design. The drainage area for Basin 2B was increased to include the drainage area contributing to FPC-1. The model was run for the 100-year/24-hour storm to check the peak



stage. In lieu of performing a recovery analysis, it was assumed that the ponds would not fully recover within 14 days and the subsequent 10-year/24-hour storm was performed using a starting elevation at the peak stage of the 100-year/24-hour storm (109.08) to be conservative and nearly match the starting elevation used in the original design at 109.00.

The following table summarizes the peak stages computed by the preliminary ICPR model for the combination of Pond 2B and FPC-1. The proposed peak stage in the combined ponds will be lower in the 100-year/24-hour storm that was originally designed in both Pond 2B and FPC-1. The required back-to-back storm using the 10-year/24-hour storm as the second storm yielded a peak stage in the combined ponds that will be lower than the original peak stage that was computed in Pond 2B. The proposed peak stage at 110.39 will be higher than the peak stage computed for FPC-1, however this stage is fully contained within the right of way and will not impact the upstream cross drain that provides off-site runoff to FPC-1. The upstream invert of cross drain C-1 is elevation 113.38, which is well above the proposed peak stage of the combined ponds.

| Design Storm | Peak Stage in Existing Pond 2B (Ft, NGVD) | Peak Stage in Existing FPC-1 (Ft, NGVD) | Proposed Peak Stage in Combined Ponds (Ft, NGVD) |
|--|---|---|--|
| 100-Yr/24-Hr | 109.96 | 110.17 | 109.08 |
| 10-Yr/24-Hr (starting at 14 day recovery stage after 100-Yr/24-Hr) | 110.85 | N/A | 110.39 |

In conclusion, it is my opinion that the combination of Ponds 2B and FPC-1 into a single pond to accommodate the Hamlin Grove Trails extension roadway will satisfactorily meet the original design parameters of providing water quality treatment, flood volume storage and flood volume compensation that were provided by the original stormwater management systems.

Attachments:

Appendix A -- Annotated SR 429 Drainage Map and Drainage Area Summary

Appendix B -- Preliminary Combined Pond Layout and Stage-Storage Calculations

Appendix C -- ICPR Routings (100-year/24-hour and 10-year/24-hour subsequent storm)

Appendix D -- Pertinent Excerpts from SR 429 Drainage Design

C: Dennis Seliga
Scott Gentry



**Hamlin Groves Trail Extension
November 4, 2014**

**Appendix A
Annotated SR 429 Drainage Map
and Drainage Area Summary**



BASIN NO. 2A

DRAINAGE AREA TO POND NO. 2A

1. HATCHER CREEK LEFT SIDE DITCH 1500 TO 15-001
2. HATCHER CREEK RIGHT SIDE DITCH 15-001 TO 15-002
3. POND NO. 2A

THEREFORE TOTAL AREA = 12.58 AC.

NOTE: EXISTING BASIN IS OVERLAPPING WITH BASIN NO. 2A.

BASIN NO. 2B

DRAINAGE AREA TO POND NO. 2B

1. BR 100 LEFT SIDE DITCH 1500 TO 15-001
2. BR 100 RIGHT SIDE DITCH 15-001 TO 15-002
3. BR 100 CENTER DITCH 15-002 TO 15-003
4. BR 100 RIGHT SIDE DITCH 15-003 TO 15-004
5. POND NO. 2B
6. OFF SITE AREA TO LEFT SIDE DITCH 15-001
7. OFF SITE AREA TO RIGHT SIDE DITCH 15-002
8. OFF SITE AREA TO CENTER DITCH 15-003
9. OFF SITE AREA TO RIGHT SIDE DITCH 15-004

THEREFORE TOTAL AREA = 42.12 AC. + 0.55 AC. + 0.82 AC. = 43.49 AC.

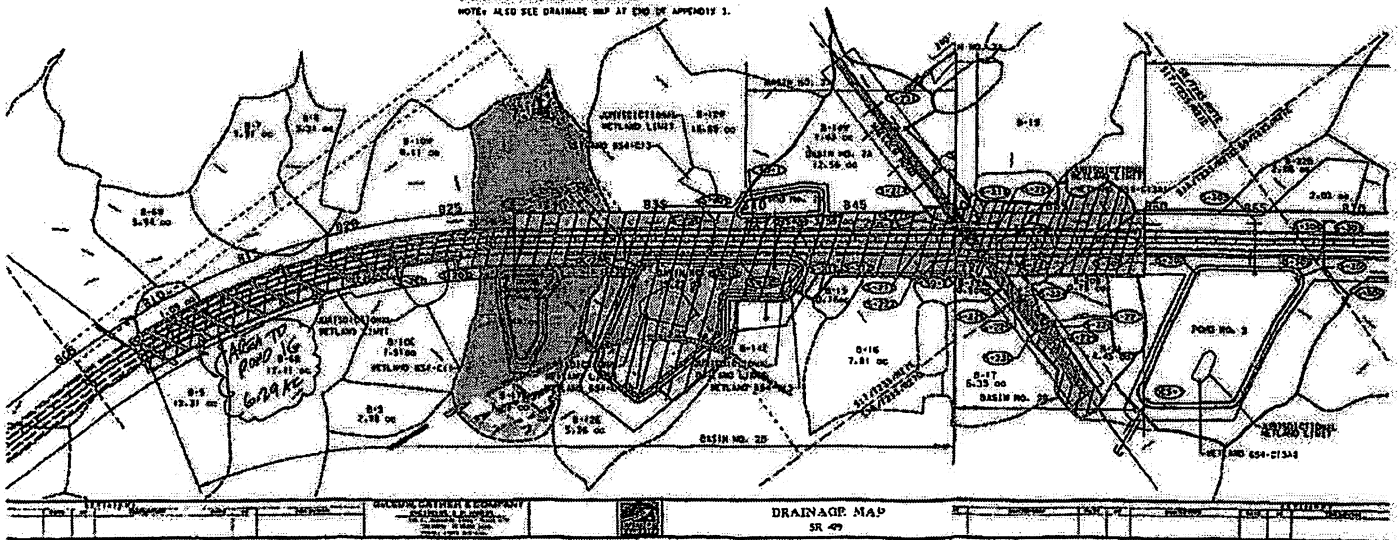
NOTE: ALSO SEE DRAINAGE MAP AT END OF APPENDIX 1.

DRAINAGE AREA TO POND NO. 3

1. BR 100 LEFT SIDE DITCH 1500 TO 15-001
2. BR 100 RIGHT SIDE DITCH 15-001 TO 15-002
3. BR 100 CENTER DITCH 15-002 TO 15-003
4. BR 100 RIGHT SIDE DITCH 15-003 TO 15-004
5. POND NO. 3
6. OFF SITE AREA TO LEFT SIDE DITCH 15-001
7. OFF SITE AREA TO RIGHT SIDE DITCH 15-002
8. OFF SITE AREA TO CENTER DITCH 15-003
9. OFF SITE AREA TO RIGHT SIDE DITCH 15-004

THEREFORE TOTAL AREA = 47.12 AC.

NOTE: ALSO SEE DRAINAGE MAP AT END OF APPENDIX 1.



AREAS - SR 429 Pond 2B / FPG-1 Combined

[illegible]

Note to Design Engineer: If IMPERVIOUS SUMMARY 226 (Single Family Residential only) is utilized, then PAVEMENT (DCIA) and ROOF (DCIA) should be linked, not duplicated.

Weighted CN • 62

Orange County: 100-year / 24-hour

| | | |
|--------------------|-------|---------|
| Precipitation, P = | 10.5 | inches |
| Soil Storage, S = | 8.2 | inches |
| Runoff, R = | 5.9 | inches |
| Runoff Volume, V = | 25.81 | acre-ft |

+ 4.16 AF From Pond ZA

29-78 AFZ

Hamlin Groves Trail Extension
November 4, 2014

Appendix B
Preliminary Combined Pond Layout
and Stage-Storage Calculations



Pond No. 2B and Floodplain Compensation Pond No. 1

Existing Combined Stage-Storage (Per Design Calcs for Contract No. 654)

| Stage FT | Pond 2B Area (acres) | Pond 2B Storage (ac-ft) | FPC 1 Area (acres) | FPC 1 Storage (ac-ft) | Combined Storage (ac-ft) |
|-------------|----------------------------|-------------------------------|--------------------------|-----------------------------|--------------------------------|
| 106 | 6.85 | 0 | | | 0 |
| 107 | 7.1 | 6.975 | 1.22 | 0 | 6.975 |
| 108 | 7.35 | 14.2 | <i>1.388</i> | <i>1.304</i> | 15.504 |
| 109 | 7.61 | 21.68 | <i>1.556</i> | <i>2.776</i> | 24.456 |
| 109.5 | 7.73 | 25.515 | <i>1.64</i> | <i>3.575</i> | 29.09 |
| 110 | 7.99 | 29.445 | <i>1.762</i> | <i>4.4255</i> | 33.8705 |
| 111 | 8.51 | 37.695 | <i>2.006</i> | <i>6.3095</i> | 44.0045 |
| 112 | 9.04 | 46.47 | <i>2.25</i> | <i>8.4375</i> | 54.9075 |

Values in italics are interpolated

Pond 2B Peak Stages

| | | |
|------------------|--------|------------------|
| 10 YR / 24 HR = | 106.84 | (At Peak Inflow) |
| 10 YR / 24 HR = | 108.26 | |
| 100 YR / 24 HR = | 109.96 | |

FPC 1 Peak Stage

| | |
|------------------|--------|
| 100 YR / 24 HR = | 110.17 |
|------------------|--------|

| | |
|----------------|-------------|
| POND 2B = | 27.8 |
| FPC 1 = | 4.9 |
| TOTAL = | 32.7 |

Proposed Combined Stage-Storage (Per LIDAR topography)

| Stage FT | Proposed Area (acres) | Proposed Storage (ac-ft) | Existing Storage (ac-ft) | Increased Storage (ac-ft) | |
|-------------|-----------------------------|--------------------------------|--------------------------------|---------------------------------|-----|
| 106 | 9.7 | 0 | 0 | 0 | |
| 107 | 10.34 | 10.02 | 6.975 | 3.045 | |
| 108 | <i>10.836</i> | 20.608 | 15.504 | 5.104 | |
| 109 | <i>11.332</i> | 31.692 | 24.456 | 7.236 | |
| 109.5 | 11.58 | 37.42 | 29.09 | 8.33 | |
| 110 | <i>11.914</i> | <i>43.2935</i> | <i>33.8705</i> | <i>9.423</i> | <<< |
| 111 | <i>12.582</i> | 55.5415 | 44.0045 | 11.537 | |
| 112 | 13.25 | 68.4575 | 54.9075 | 13.55 | |

>>> Approximately 9.4 acre-feet of additional storage volume at peak stage.

100 YR / 24 HR Runoff Volume = 29.78 ac-ft

>>> Runoff volume to combined pond reduced about 3 ac-ft from original design.

Hamlin Groves Trail Extension
November 4, 2014

Appendix C
ICPR Routings
(100-year/24-hour and 10-year/24-hour subsequent storm)



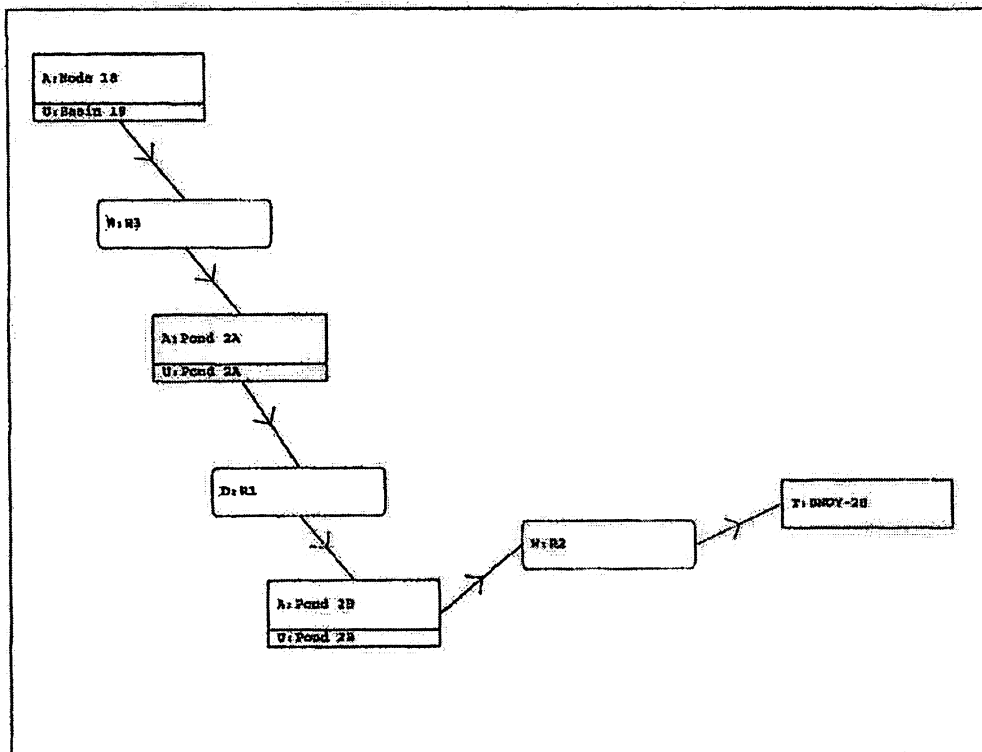
Post-Development 100-year/24-hour Storm

Hamilton Groves Trail Extension
 SR 429 - Contract 554, Pond 2B Combined with PPC-1
 Post-Development 100-year/24-hour Storm
 NODAL DIAGRAM

Nodes
 A Stage/Area
 V Stage/Volume
 T Time/Stage
 H Manhole

Basins
 O Overland Flow
 U SCS Unit CN
 S SUDN CN
 Y SCS Unit CA
 Z SUDN CA

Links
 P Pipe
 W Weir
 C Channel
 D Drop Structure
 B Bridge
 R Rating Curve
 H Breach
 E Percolation
 F Filter
 X Soil Trench



Printed 11/04/2014

Interconnected Channel and Pond Routing Model (ICPR) ©2002 Streamline Technologies, Inc.

Hamilin Groves Trail Extension
 SK 425 - Contract 654, Pond 38 Combined with EPG-1
 Post-Development 100-year/24-hour Storm
 HDSR MAXIMUM REPORT

| Name | Group | Simulation | Max Time Stage hrs | Max Stage ft | Warning Stage ft | Max Delta Stage ft | Max Surf Area ft ² | Max Time Inflow hrs | Max Inflow cfs | Max Time Outflow hrs | Max Outflow cfs |
|---------|-------|------------|--------------------------|--------------------|------------------------|--------------------------|-------------------------------------|---------------------------|----------------------|----------------------------|-----------------------|
| SHOT-2B | BASH | 100Y24H | 0.00 | 106.00 | 107.00 | 0.0000 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| Node 18 | BASH | 100Y24H | 11.53 | 121.17 | 121.00 | 0.0050 | 175455 | 10.00 | 21.17 | 13.53 | 5.13 |
| Pond 2A | BASH | 100Y24H | 14.51 | 110.26 | 113.00 | -0.0018 | 43004 | 9.08 | 12.99 | 14.13 | 7.10 |
| Pond 2B | BASH | 100Y24H | 29.99 | 109.08 | 113.00 | 0.0029 | 495338 | 9.08 | 40.59 | 0.00 | 0.00 |

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Interconnected Channel and Flood Routing Model (ICFR) ©2002 Streamline Technologies, Inc.

Page 1 of 1

Hamilin Groves Trail Extension
 SR 429 - Contract 654, Pond 2B Combined with PPC-1
 Post-Development 100-year/24-hour Storm
 INPUT DATA REPORT

Basins

| | | |
|-----------------------------|----------------------------------|----------------|
| Name: Basin 1B | Node: Node 1B | Status: Onsite |
| Group: BASIN | Type: SCS Unit Hydrograph CN | |
| Unit Hydrograph: Uh323 | Peaking Factor: 323.0 | |
| Rainfall File: Orange | Storm Duration(hrs): 24.00 | |
| Rainfall Amount(in): 10.600 | Time of Conc(min): 33.70 | |
| Area(ac): 26.490 | Time Shift(hrs): 0.00 | |
| Curve Number: 47.80 | Max Allowable Q(cfs): 999999.000 | |
| DCIA(%): 0.00 | | |

Existing Basin overtops to Basin 2A

| | | |
|-----------------------------|----------------------------------|----------------|
| Name: Pond 2A | Node: Pond 2A | Status: Onsite |
| Group: BASIN | Type: SCS Unit Hydrograph CN | |
| Unit Hydrograph: Uh323 | Peaking Factor: 323.0 | |
| Rainfall File: Orange | Storm Duration(hrs): 24.00 | |
| Rainfall Amount(in): 10.600 | Time of Conc(min): 16.13 | |
| Area(ac): 12.860 | Time Shift(hrs): 0.00 | |
| Curve Number: 45.59 | Max Allowable Q(cfs): 999999.000 | |
| DCIA(%): 8.84 | | |

| | | |
|-----------------------------|----------------------------------|----------------|
| Name: Pond 2B | Node: Pond 2B | Status: Onsite |
| Group: BASIN | Type: SCS Unit Hydrograph CN | |
| Unit Hydrograph: Uh323 | Peaking Factor: 323.0 | |
| Rainfall File: Orange | Storm Duration(hrs): 24.00 | |
| Rainfall Amount(in): 10.600 | Time of Conc(min): 22.25 | |
| Area(ac): 55.470 | Time Shift(hrs): 0.00 | |
| Curve Number: 62.00 | Max Allowable Q(cfs): 999999.000 | |
| DCIA(%): 0.00 | | |

Nodes

| | | |
|------------------|-----------------------|-------------------------|
| Name: BNDY-2B | Base Flow(cfs): 0.000 | Init Stage(ft): 106.000 |
| Group: BASIN | | Warn Stage(ft): 107.000 |
| Type: Time/Stage | | |

| Time(hrs) | Stage(ft) |
|-----------|-----------|
| 0.00 | 106.000 |
| 360.00 | 106.000 |

| | | |
|------------------|-----------------------|-------------------------|
| Name: Node 1B | Base Flow(cfs): 0.000 | Init Stage(ft): 117.800 |
| Group: BASIN | | Warn Stage(ft): 121.000 |
| Type: Stage/Area | | |

| Stage(ft) | Area(ac) |
|-----------|----------|
| 117.800 | 0.0000 |
| 118.000 | 0.0600 |
| 119.000 | 0.9100 |
| 120.000 | 2.2200 |

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Hamlin Groves Trail Extension
 SR 429 - Contract 654, Pond 2B Combined with PPC-1
 Post-Development 100-year/24-hour Storm
 INPUT DATA REPORT

121.000 3.7600

Name: Pond 2A Base Flow(cfs): 0.000 Init Stage(ft): 108.000
 Group: BASE Warn Stage(ft): 112.000
 Type: Stage/Area

| Stage(ft) | Area(ac) |
|-----------|----------|
| 108.000 | 0.6600 |
| 109.500 | 0.8500 |
| 112.000 | 1.3000 |

Name: Pond 2B Base Flow(cfs): 0.000 Init Stage(ft): 106.000
 Group: BASE Warn Stage(ft): 112.000
 Type: Stage/Area

| Stage(ft) | Area(ac) |
|-----------|----------|
| 106.000 | 9.7000 |
| 107.000 | 10.3400 |
| 109.500 | 11.5800 |
| 112.000 | 13.2500 |

=====

Name: R1 Group: BASE
 Encroachment: No

| Station(ft) | Elevation(ft) | Manning's N |
|-------------|---------------|-------------|
| 0.000 | 122.000 | 0.060000 |
| 60.000 | 121.000 | 0.060000 |
| 84.000 | 120.999 | 0.060000 |
| 125.000 | 122.000 | 0.060000 |

=====

Drop Structures

Name: R1 From Node: Pond 2A Length(ft): 272.00
 Group: BASE To Node: Pond 2B Count: 1

| | | |
|-----------------------|------------|--------------------------------------|
| UPSTREAM | DOWNSTREAM | Friction Equation: Automatic |
| Geometry: Circular | Circular | Solution Algorithm: Most Restrictive |
| Span(in): 18.00 | 18.00 | Flow: Both |
| Rise(in): 18.00 | 18.00 | Entrance Loss Coef: 0.500 |
| Invert(ft): 108.100 | 106.000 | Exit Loss Coef: 1.000 |
| Manning's N: 0.012000 | 0.012000 | Outlet Ctrl Spec: Use dc or tw |
| Top Clip(in): 0.000 | 0.000 | Inlet Ctrl Spec: Use dc |
| Bot Clip(in): 0.000 | 0.000 | Solution Incs: 10 |

Upstream FHNA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

Downstream FHNA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

*** Weir 1 of 2 for Drop Structure R1 ***

TABLE

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Hamlin Groves Trail Extension
 SR 429 - Contract 654, Pond 2B Combined with FPC-1
 Post-Development 100-year/24-hour Storm
 INPUT DATA REPORT

| | |
|-----------------------|---------------------------|
| Count: 1 | Bottom Clip(in): 0.000 |
| Type: Vertical: Mavis | Top Clip(in): 0.000 |
| Flow: Both | Weir Disc Coef: 3.200 |
| Geometry: Rectangular | Orifice Disc Coef: 0.600 |
| Span(in): 18.00 | Invert(ft): 108.250 |
| Rise(in): 27.00 | Control Elev(ft): 108.250 |

*** Weir 2 of 3 for Drop Structure R1 ***

| | |
|-----------------------|---------------------------|
| Count: 1 | Bottom Clip(in): 0.000 |
| Type: Horizontal | Top Clip(in): 0.000 |
| Flow: Both | Weir Disc Coef: 3.200 |
| Geometry: Rectangular | Orifice Disc Coef: 0.600 |
| Span(in): 37.00 | Invert(ft): 110.500 |
| Rise(in): 24.00 | Control Elev(ft): 110.500 |

TABLE

=====

| | |
|--------------------------------|-----------------------|
| Name: R2 | From Node: Pond 2B |
| Group: BASE | To Node: BNDY-2B |
| Flow: Both | Count: 1 |
| Type: Vertical: Mavis | Geometry: Trapezoidal |
| Bottom Width(ft): 20.00 | |
| Left Side Slope(h/v): 6.00 | |
| Right Side Slope(h/v): 6.00 | |
| Invert(ft): 111.000 | |
| Control Elevation(ft): 111.000 | |
| Struct Opening Dim(ft): 1.00 | |

| |
|-------------------------------|
| Bottom Clip(ft): 0.000 |
| Top Clip(ft): 0.000 |
| Weir Discharge Coef: 3.000 |
| Orifice Discharge Coef: 0.600 |

TABLE

| | |
|---------------------------------|---------------------|
| Name: R3 | From Node: Node 1B |
| Group: BASE | To Node: Pond 2A |
| Flow: Both | Count: 1 |
| Type: Vertical: Mavis | Geometry: Irregular |
| XSec: R3 | |
| Invert(ft): 121.000 | |
| Control Elevation(ft): 121.000 | |
| Struct Opening Dim(ft): 9999.00 | |

| |
|-------------------------------|
| Bottom Clip(ft): 0.000 |
| Top Clip(ft): 0.000 |
| Weir Discharge Coef: 3.000 |
| Orifice Discharge Coef: 0.600 |

TABLE

=====

Hydrology Simulations

| |
|--|
| Name: 100Y24H |
| Filename: R:\Boyd Dev Corp\Hamlin North\Projmgmt\Drainage\SR 429 Pond Reconfiguration\100Y24H.R3 |
| Override Defaults: Yes |
| Storm Duration(hrs): 24.00 |
| Rainfall File: Orange |
| Rainfall Amount(in): 10.60 |

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Hamlin Groves Trail Extension
 SR 429 - Contract 654, Pond 28 Combined with FPC-1
 Post-Development 100-year/24-hour Storm
 INPUT DATA REPORT

| Time(hrs) | Print Inc(min) |
|-----------|----------------|
| 30.000 | 5.00 |

=====
 Routing Simulations =====
 =====

| | |
|---|-----------------------------|
| Name: 100Y24H | Hydrology Sim: 100Y24H |
| Filename: R:\Boyd Dev Corp\Hamlin North\Project\Drainage\SR 429 Pond Reconfiguration\100Y24H.I3 | |
| Execute: Yes | Restart: No |
| Alternative: No | Patch: No |
| Max Delta Z(ft): 1.00 | Delta Z Factor: 0.00500 |
| Time Step Optimizer: 10.000 | End Time(hrs): 30.00 |
| Start Time(hrs): 0.000 | Max Calc Time(sec): 60.0000 |
| Min Calc Time(sec): 0.5000 | Boundary Flow: |
| Boundary Stages: | |

| Time(hrs) | Print Inc(min) |
|-----------|----------------|
| 999.000 | 15.000 |

| Group | Run |
|-------|-----|
| SABE | Yes |

Post-Development 10-year/24-hour Storm

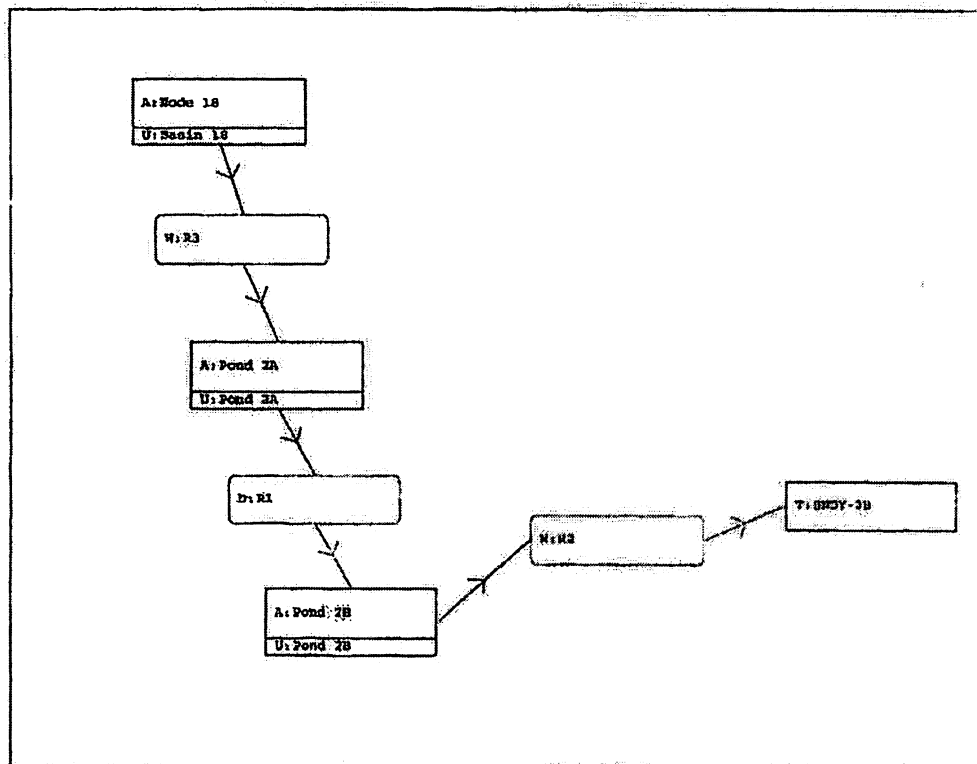
Starting at Peak Stage of 100-year/24-hour Storm

Berlin Groves Trail Extension
 SR 429 - Contract 854, Pond 2B Combined with PFC-1
 Post-Development 10-year/24-hour Storm - Starting at Peak Stage of 100-year/24-hour Storm
 NODAL DIAGRAM

Nodes
 A Stage/Area
 V Stage/Volume
 T Time/Stage
 M Manhole

Basins
 O Overland Flow
 U SCS Unit CN
 S SCS Unit
 Y SCS Unit CA
 Z SCS Unit CA

Links
 P Pipe
 W Weir
 C Channel
 D Drop Structure
 B Bridge
 R Rating Curve
 H Branch
 N Percolation
 F Filter
 X Still Trench



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Interconnected Channel and Pond Routing Model (ICPR) ©2002 Streamline Technology, Inc.

Hamlin Groves Trail Extension
 SR 429 - Contract 684, Pond 2B Combined with FPD-1
 Post-Development 10-year/24-hour Storm - starting at Peak Stage of 100-year/24-hour Storm
 NODE MAXIMUM REPORT

| Name | Group | Simulation | Max Time Stage hrs | Max Stage ft | Warning Stage ft | Max Delta Stage ft | Max Surf Area ft ² | Max Time Inflow hrs | Max Inflow cfs | Max Time Outflow hrs | Max Outflow cfs |
|---------|-------|------------|--------------------------|--------------------|------------------------|--------------------------|-------------------------------------|---------------------------|----------------------|----------------------------|-----------------------|
| RDY-2B | BASE | 10Y24H | 0.00 | 106.00 | 107.00 | 0.0000 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| Node 1B | BASE | 10Y24H | 26.68 | 120.61 | 121.00 | 0.0000 | 122288 | 10.00 | 10.00 | 0.00 | 0.00 |
| Pond 2A | BASE | 10Y24H | 26.33 | 110.39 | 112.00 | 0.0022 | 44014 | 9.00 | 5.54 | 10.20 | 1.00 |
| Pond 2B | BASE | 10Y24H | 26.68 | 110.39 | 112.00 | 0.0017 | 53035 | 9.00 | 13.45 | 0.00 | 0.00 |

Hamlin Groves Trail Extension
 SR 429 - Contract 654, Pond 2B Combined with FPC-1
 Post-Development 10-year/24-hour Storm - Starting at Peak Stage of 100-year/24-hour Storm
 INPUT DATA REPORT

=====

| | | |
|-----------------------------|----------------------------------|----------------|
| Name: Basin 18 | Node: Node 18 | Status: Onsite |
| Group: BASE | Type: SCS Unit Hydrograph CN | |
| Unit Hydrograph: UH323 | Peaking Factor: 323.0 | |
| Rainfall File: Orange | Storm Duration(hrs): 24.00 | |
| Rainfall Amount(in): 10.600 | Time of Conc(min): 33.70 | |
| Area(ac): 26.490 | Time Shift(hrs): 0.00 | |
| Curve Number: 47.80 | Max Allowable Q(cfs): 999999.000 | |
| DCIA(%): 0.00 | | |

Existing Basin overtops to Basin 2A

| | | |
|-----------------------------|----------------------------------|----------------|
| Name: Pond 2A | Node: Pond 2A | Status: Onsite |
| Group: BASE | Type: SCS Unit Hydrograph CN | |
| Unit Hydrograph: UH323 | Peaking Factor: 323.0 | |
| Rainfall File: Orange | Storm Duration(hrs): 24.00 | |
| Rainfall Amount(in): 10.600 | Time of Conc(min): 16.13 | |
| Area(ac): 12.560 | Time Shift(hrs): 0.00 | |
| Curve Number: 45.59 | Max Allowable Q(cfs): 999999.000 | |
| DCIA(%): 8.84 | | |

| | | |
|-----------------------------|----------------------------------|----------------|
| Name: Pond 2B | Node: Pond 2B | Status: Onsite |
| Group: BASE | Type: SCS Unit Hydrograph CN | |
| Unit Hydrograph: UH323 | Peaking Factor: 323.0 | |
| Rainfall File: Orange | Storm Duration(hrs): 24.00 | |
| Rainfall Amount(in): 10.600 | Time of Conc(min): 22.25 | |
| Area(ac): 55.470 | Time Shift(hrs): 0.00 | |
| Curve Number: 62.00 | Max Allowable Q(cfs): 999999.000 | |
| DCIA(%): 0.00 | | |

=====

| | | |
|------------------|-----------------------|-------------------------|
| Name: BNDY-2B | Base Flow(cfs): 0.000 | Init Stage(ft): 106.000 |
| Group: BASE | | Warn Stage(ft): 107.000 |
| Type: Time/Stage | | |

| Time(hrs) | Stage(ft) |
|-----------|-----------|
| 0.00 | 106.000 |
| 360.00 | 106.000 |

| | | |
|------------------|-----------------------|-------------------------|
| Name: Node 18 | Base Flow(cfs): 0.000 | Init Stage(ft): 117.800 |
| Group: BASE | | Warn Stage(ft): 121.000 |
| Type: Stage/Area | | |

| Stage(ft) | Area(ac) |
|-----------|----------|
| 117.800 | 0.0000 |
| 118.000 | 0.0600 |
| 119.000 | 0.9100 |
| 120.000 | 2.2200 |

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Hamlin Groves Trail Extension
 SR 429 - Contract 654, Pond 2B Combined with FPC-1
 Post-Development 10-year/24-hour Storm - Starting at Peak Stage of 100-year/24-hour Storm
 INPUT DATA REPORT

121.000 3.7500

Name: Pond 2A Base Flow(cfs): 0.000 Init Stage(ft): 109.080
 Group: BASE Warn Stage(ft): 112.000
 Type: Stage/Area

| Stage(ft) | Area(ac) |
|-----------|----------|
| 108.000 | 0.6600 |
| 109.500 | 0.8500 |
| 112.000 | 1.3000 |

Name: Pond 2B Base Flow(cfs): 0.000 Init Stage(ft): 109.080
 Group: BASE Warn Stage(ft): 112.000
 Type: Stage/Area

| Stage(ft) | Area(ac) |
|-----------|----------|
| 106.000 | 9.7000 |
| 107.000 | 10.3400 |
| 109.500 | 11.5800 |
| 112.000 | 13.2500 |

=====

Name: R1 Group: BASE
 Encroachment: No

| Station(ft) | Elevation(ft) | Manning's N |
|-------------|---------------|-------------|
| 0.000 | 122.000 | 0.060000 |
| 60.000 | 121.000 | 0.060000 |
| 84.000 | 120.999 | 0.060000 |
| 125.000 | 122.000 | 0.060000 |

=====

Drop Structures

Name: R1 From Node: Pond 2A Length(ft): 272.00
 Group: BASE To Node: Pond 2B Count: 1

| UPSTREAM | DOWNSTREAM | |
|-----------------------|------------|--------------------------------------|
| Geometry: Circular | Circular | Friction Equation: Automatic |
| Span(in): 18.00 | 18.00 | Solution Algorithm: Most Restrictive |
| Rise(in): 18.00 | 18.00 | Flow: Both |
| Invert(ft): 108.100 | 106.000 | Entrance Loss Coef: 0.500 |
| Manning's N: 0.012000 | 0.012000 | Exit Loss Coef: 1.000 |
| Top Clip(in): 0.000 | 0.000 | Outlet Ctrl Spec: Use dc or tw |
| Bot Clip(in): 0.000 | 0.000 | Inlet Ctrl Spec: Use dc |
| | | Solution Incs: 10 |

Upstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

*** Weir 1 of 2 for Drop Structure R1 ***

TABLE

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Hamlin Groves Trail Extension
 SR 429 - Contract 654, Pond 2B Combined with FPC-1
 Post-Development 10-year/24-hour Storm - Starting at Peak Stage of 100-year/24-hour Storm
 INPUT DATA REPORT

| | |
|-----------------------|---------------------------|
| Count: 1 | Bottom Clip(in): 0.000 |
| Type: Vertical; Mavis | Top Clip(in): 0.000 |
| Flow: Both | Weir Disc Coef: 3.200 |
| Geometry: Rectangular | Orifice Disc Coef: 0.600 |
| Span(in): 18.00 | Invert(ft): 108.250 |
| Rise(in): 27.00 | Control Elev(ft): 108.250 |

*** Weir 2 of 2 for Drop Structure R1 ***

| | |
|-----------------------|---------------------------|
| Count: 1 | Bottom Clip(in): 0.000 |
| Type: Horizontal | Top Clip(in): 0.000 |
| Flow: Both | Weir Disc Coef: 3.200 |
| Geometry: Rectangular | Orifice Disc Coef: 0.600 |
| Span(in): 37.00 | Invert(ft): 110.500 |
| Rise(in): 24.00 | Control Elev(ft): 110.500 |

TABLE

=====

| | |
|--------------------------------|-----------------------|
| Name: R2 | From Node: Pond 2B |
| Group: BASE | To Node: BNDY-2B |
| Flow: Both | Count: 1 |
| Type: Vertical; Mavis | Geometry: Trapezoidal |
| Bottom Width(ft): 20.00 | |
| Left Side Slope(h/v): 5.00 | |
| Right Side Slope(h/v): 5.00 | |
| Invert(ft): 111.000 | |
| Control Elevation(ft): 111.000 | |
| Struct Opening Dim(ft): 1.00 | |
| Bottom Clip(ft): 0.000 | |
| Top Clip(ft): 0.000 | |
| Weir Discharge Coef: 3.000 | |
| Orifice Discharge Coef: 0.600 | |

TABLE

| | |
|-----------------------|---------------------|
| Name: R3 | From Node: Node 18 |
| Group: BASE | To Node: Pond 2A |
| Flow: Both | Count: 1 |
| Type: Vertical; Mavis | Geometry: Irregular |

| |
|---------------------------------|
| ISec: R3 |
| Invert(ft): 121.000 |
| Control Elevation(ft): 121.000 |
| Struct Opening Dim(ft): 9999.00 |

TABLE

| |
|-------------------------------|
| Bottom Clip(ft): 0.000 |
| Top Clip(ft): 0.000 |
| Weir Discharge Coef: 3.000 |
| Orifice Discharge Coef: 0.600 |

=====

Hydrology Simulations

| |
|---|
| Name: 10Y24H |
| Filename: R:\Boyd Dev Corp\Hamlin North\Projmnt\Drainage\SR 429 Pond Reconfiguration\10Y24H.R32 |
| Override Defaults: Yes |
| Storm Duration(hrs): 24.00 |
| Rainfall File: Orange |
| Rainfall Amount(in): 7.44 |

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Hamlin Groves Trail Extension
 SR 429 - Contract 654, Pond 2B Combined with FPC-1
 Post-Development 10-year/24-hour Storm - Starting at Peak Stage of 100-year/24-hour Storm
 INPUT DATA REPORT

| Time(hrs) | Print Inc(min) |
|-----------|----------------|
| 30.000 | 5.00 |

=====

==== Routing Simulations =====

=====

| | | |
|--|-----------------------------|-----------------------|
| Name: 10Y24H. | | Hydrology Sim: 10Y24H |
| Filename: R:\Boyd Dev Corp\Hamlin North\Projmgnt\Drainage\SR 429 Pond Reconfiguration\10Y24H.I32 | | |
| Execute: Yes | Restart: No | Patch: No |
| Alternative: No | | |
| Max Delta Z(ft): 1.00 | Delta Z Vector: 0.00500 | |
| Time Step Optimizer: 10.000 | | |
| Start Time(hrs): 0.000 | End Time(hrs): 30.00 | |
| Min Calc Time(sec): 0.5000 | Max Calc Time(sec): 60.0000 | |
| Boundary Stages: | Boundary Flows: | |

| Time(hrs) | Print Inc(min) |
|-----------|----------------|
| 999.000 | 15.000 |

| Group | Run |
|-------|-----|
| BASE | Yes |

Hamlin Groves Trail Extension
November 4, 2014

Appendix D
Pertinent Excerpts from SR 429 Drainage Design



**FINAL DRAINAGE DESIGN
DOCUMENTATION
OF
STATE ROAD 429
WESTERN EXPRESSWAY - PART C
PROJECT NO. 654**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**FINAL DRAINAGE DESIGN
DOCUMENTATION
VOLUME NO. 1**

**PARSONS TRANSPORTATION GROUP
ENGINEERS & PLANNERS**

3.2 Basin No. 2: Station 808+00 to 859+41.73

Basin No. 2 begins at the Station 808+00 and continues to Station 859+41.73. A three-hundred (300) foot minimum right-of-way is associated with this 0.97 mile stretch. Included within the proposed Western Beltway right-of-way will be two (2) ponds, a 1.30 acre dry retention pond located on the westside of the alignment (Pond No. 2A) and a 10.73 acre dry retention pond located on the eastside of the alignment (Pond No. 2B).

3.2.a Offsite areas to project cross drains

Basin No. 2 will contain one (1) cross drain. Cross Drain (C-1) will be located within Existing Basin 11 at Station 828+00 which extends from Station 826+00 to Station 833+50 of the proposed alignment. This drainage area located west of the proposed alignment consists of 7.34 acres of pasture land areas. This basin flows predominately from west to east. It is recommended to place a single 24" pipe cross drain at Station 828+00 of the proposed alignment. The culvert is located within a land-locked basin. The 100-year flood stage was determined to be 115.27' NGVD. This stage exceeds the existing stage, however it's contained within the right-of-way. Flow from C-1 will flow into a proposed floodplain compensation pond.

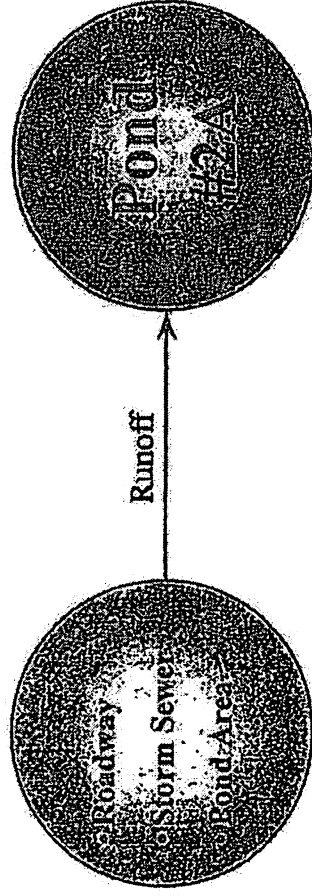
3.2.b Onsite drainage facilities and discharge points

Onsite Storm water runoff generated from the proposed basin will be collected via roadside/median ditches that will convey runoff via ditch bottom inlets and storm sewer pipes to either dry retention Pond No. 2A or Pond No. 2B. The water management ponds is located in a Pasture/Grove upland area. Pond No. 2A is located on the westside of the alignment and Pond No. 2B is located on the eastside of the alignment. In addition Existing Basin 18 will contribute flow to Pond No. 2A.

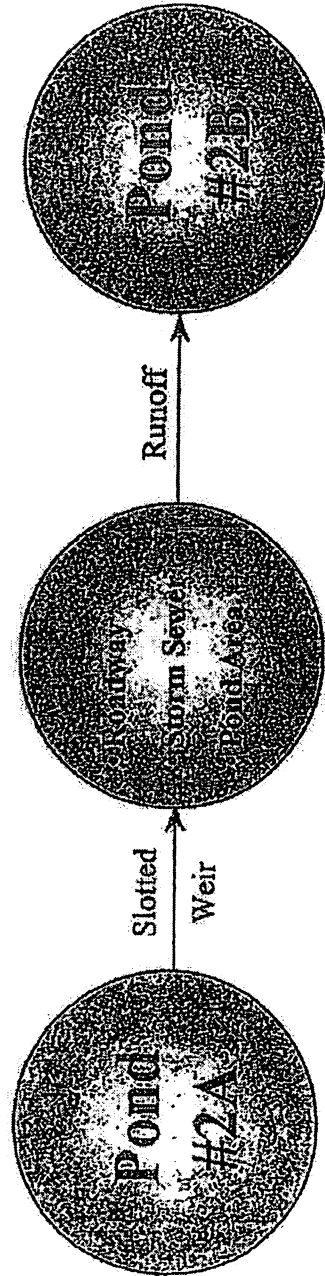
3.2.c Water quality treatment and recovery

Pond Nos. 2A and 2B are designed to provide treatment volume for ½ inch over the entire drainage area routed to either Pond Nos. 2A or 2B. In addition Pond Nos. 2A and 2B are designed to hold the Storm water runoff for the Orange County 100 year frequency/24 hour duration storm event based on the County's closed basin criteria. Since Pond No. 2A does not have the volume to hold the 100 year/24 hour storm event, this pond will be connected hydraulically to Pond No. 2B through a 18 inch RCP. Both ponds will be designed as a dry bottom retention pond, therefore pond recovery will be provide by percolation and evaporation. The starting elevation for the boundary conditions were taken to be the pond bottom elevations. Since the ponds are located in an isolated (closed basin) with no positive outfall points and are interconnected, with Pond No. 2B being located downstream of Pond No. 2A the peak tailwater stage for the boundary condition was taken as the pond bottom elevation for Pond No. 2B for the 100 year frequency/24 hour storm event. The tailwater elevation for the storm sewer system was determined by running the 10yr/24hr storm event and using the pond stage at peak inflow to the pond. The tailwater elevation for the storm sewer system was determined by running the 10yr/24hr storm.

Post Development Computer Model



Post Development Computer Model



Section VI - Floodplain

6-44

Basin 11

| Station | Area (sq. ft.) | Volume (ac-ft) |
|---------------|----------------|----------------|
| 826+00.0 | 0 | |
| | | 0.39 |
| 827+00.0 | 338.93 | |
| | | 0.95 |
| 828+00.0 | 485.67 | |
| | | 1.70 |
| 829+00.0 | 992.01 | |
| | | 1.56 |
| 830+00.0 | 363.73 | |
| | | 0.42 |
| 831+00.0 | 0 | |
| Totals | | 5.01 |

| | |
|----------------|-------|
| Remnant Area = | 19.73 |
| CN = | 43 |
| Spill Stor. = | 11.26 |
| Vol (in.) = | 2.98 |
| Runoff ac-ft = | 4.90 |

Storage Provided

| Stage (ft) | Area (ac.) | Storage (ac-ft) |
|------------|------------|-----------------|
| 107.00 | 1.22 | 0.00 |
| 109.50 | 1.64 | 3.58 |
| 112.00 | 2.25 | 8.45 |

100-year Volume Retained within Floodplain
Compensation Area

DE LEUW, CATHER
ENGINEERS AND PLANNERS

SUBJECT: WESTERN BELTWAY - PART C JOB # 641680

Basin # 2B Post-Development Basin Calc.

MADE BY: PJH

DATE: 4/28/99

CHECKED BY: EJK

DATE: 9/16/99

DRAINAGE AREA (A)

Basin No. 2B consist of an onsite area of: 40.28 acres including Pond No. 2B, a total offsite area of 2.65 acres and 2.29 acres from Malcolm Road east of SR 429 for a total contributing basin area of 45.22 acres. The majority of onsite drainage is conveyed to Pond No. 2B via roadside ditches and ditch bottom inlets with the exception a shoulder gutter segment located on the eastside of the alignment beginning at Sta. 822+00 and ending at Sta. 825+00. Onsite runoff north of the Malcolm Road bridge is conveyed beneath the bridge overpass via side drains. Runoff from the eastern portion of the Malcolm Road bridge is collected and conveyed via ditch bottom inlets and roadside ditches, outfalling at Sta. 848+00 within the mainline right-of-way. Offsite runoff (1.35 acres) from areas adjacent to Pond No. 2B sheet flows directly to Pond 2B.

TOTAL AREA (A) =>

A := 45.22-acre

NDCIA =>

NDCIA := 2.91-acre

DCIA =>

DCIA := 16.80-acre

%DCIA =>

$$\%DCIA := \left[\left(\frac{DCIA}{A} \right) \cdot 100 \right]$$

%DCIA = 37.15%

PERVIOUS (P) =>

P := 25.51-acre

CURVE NUMBER (CN)

| | | | | |
|---------------|-------------------------|----|------------|------------------|
| Soil Type - A | Pasture, fair condition | => | CN1 := 49 | A1 := 2.65-acre |
| Soil Type - A | Grass, fair condition | => | CN2 := 39 | A2 := 21.26-acre |
| Soil Type - D | Grass, fair condition | => | CN3 := 80 | A3 := 1.60-acre |
| Soil Type - D | NDCIA, Water Surface | => | CN4 := 100 | A4 := 2.91-acre |

Composite CN =>

$$CN := \left(\frac{A1 \cdot CN1 + A2 \cdot CN2 + A3 \cdot CN3 + A4 \cdot CN4}{A1 + A2 + A3 + A4} \right)$$

CN = 48.49

TIME OF CONCENTRATION (Tc)

Sheet flow south for 92' to ditch at Sta. 36+00 (left, baseline of Malcolm Road). Ditch conveyance to DBI @ Sta. 32+00 (Left, baseline of Malcolm Road). Pipe flow to mainline ditch at Sta. 848+00. Ditch conveyance from Station 843+00 to DBI at Station 838+00 (Right). Pipe flow to Pond No. 2B.

See Ditch Calculations and the Storm Sewer Tabulation (ASAD) Form for Tc calculations.

T_c = 22.25-min

DE LEUW, CATHER
ENGINEERS AND PLANNERS

SUBJECT: WESTERN BELTWAY - PART C JOB # 641680

Basin # 2B Water Quality Volume (WQV) Calc..

MADE BY: EJK

DATE: 11/22/98

CHECKED BY: PJH

DATE:

POND NO. 2B

SEASONAL HIGH WATER ELEVATION (SHW)

SHW Pond No. 2B = elevation 103.00

POND NO. 2B STAGE/STORAGE RELATIONSHIP => NODE POND#2B

| <u>Stage (S), feet</u> | <u>Area (A), acres</u> | <u>Storage (V), acre-feet</u> | |
|------------------------|------------------------|-------------------------------------|-------------|
| S1 := 106.00 | A1 := 6.85 | V1 := 0 | V1 = 0 |
| S2 := 107.00 | A2 := 7.10 | V2 := V1 + 0.5(A1 + A2) * (S2 - S1) | V2 = 6.97 |
| S3 := 108.00 | A3 := 7.35 | V3 := V2 + 0.5(A2 + A3) * (S3 - S2) | V3 = 14.2 |
| S4 := 109.00 | A4 := 7.61 | V4 := V3 + 0.5(A3 + A4) * (S4 - S3) | V4 = 21.68 |
| S5 := 109.50 | A5 := 7.73 | V5 := V4 + 0.5(A4 + A5) * (S5 - S4) | V5 = 25.515 |
| S6 := 110.00 | A6 := 7.99 | V6 := V5 + 0.5(A5 + A6) * (S6 - S5) | V6 = 29.45 |
| S7 := 111.00 | A7 := 8.51 | V7 := V6 + 0.5(A6 + A7) * (S7 - S6) | V7 = 37.70 |
| S8 := 112.00 | A8 := 9.04 | V8 := V7 + 0.5(A7 + A8) * (S8 - S7) | V8 = 46.47 |

WATER QUALITY VOLUME (WQV)

Pond No. 2B is located in a closed basin in Orange County within the boundaries of the SFWMD. Use the SFWMD criteria, therefore treat the greater of: 1/2 inch of runoff from the entire contributing area or 1.25 inches times the percentage of the impervious area. See Basis of Review, Section 5.2.1 of SFWMD ERP Manual.

$$WQV = R \text{ (in)} \cdot A \text{ (ac)} \cdot C \text{ (1 ft/12 in)}$$

$$R := 0.5 \text{ in} \quad A := 45.22 \text{ acre} \quad C := \frac{1}{12} \frac{\text{in}}{\text{ft}}$$

$$WQV = R \cdot A \cdot C$$

$$WQV = 1.88 \text{ ac-ft}$$

$$WQV = R \text{ (in)} \cdot \%IMP \cdot A \text{ (ac)} \cdot C \text{ (1 ft/12 in)}$$

$$R := 1.25 \text{ in} \quad \%IMP := \frac{37.15}{100} \%$$

$$WQV = R \cdot \%IMP \cdot A \cdot C$$

$$WQV = 1.75 \text{ ac-ft}$$

therefore, WQV = 1.88 ac-ft

LAND-LOCKED BASIN CRITERIA

Use Orange County criteria, therefore the pond must retain the 100 year frequency/24 hour duration post-developed runoff volume in a land-locked basin. The pond must completely evacuate the 100 year frequency/24 hour duration storm volume within 14 days following the storm event.

Post-developed volume of runoff = 23.63 ac-ft (Pond No.2B) + 4.17 ac-ft (Pond No. 2A)
(Please see Post-Developed Basin Hydrograph) = 27.80 ac-ft

Note: Since the Post-Developed Runoff Volume (27.80 ac-ft) is greater than the Water Quality Volume (1.88 ac-ft), use the 27.80 ac-ft volume to size the retention pond.

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WESTERN EXPRESSWAY BASIN #2 ORANGE 100YR/24HR POST-DEV STORM
 DEC. 1999

| BASIN NAME NODE NAME | BASIN#2A POND#2A | BASIN#2B POND#2B | BASIN18 NODE18 |
|-------------------------|---------------------|---------------------|-------------------|
| UNIT HYDROGRAPH | UH323 | UH323 | UH323 |
| PEAKING FACTOR | 323. | 323. | 323. |
| RAINFALL FILE | ORANGE | ORANGE | ORANGE |
| RAIN AMOUNT (in) | 10.60 | 10.60 | 10.60 |
| STORM DURATION (hrs) | 24.00 | 24.00 | 24.00 |
| AREA (ac) | 12.56 | 45.22 | 26.49 |
| CURVE NUMBER | 45.59 | 48.49 | 47.80 |
| DCIA (%) | 8.84 | 37.15 | .00 |
| TC (mins) | 16.13 | 22.25 | 33.70 |
| LAG TIME (hrs) | .00 | .00 | .00 |
| BASIN STATUS | ONSITE | ONSITE | ONSITE |

| BASIN QMX (cfs) | TMX (hrs) | VOL (in) | NOTES |
|-----------------|-----------|----------|-------------------------------------|
| BASIN#2A 11.93 | 9.07 | 3.98 | |
| BASIN#2B 61.54 | 9.10 | 6.27 | |
| BASIN18 21.20 | 10.03 | 3.66 | EXISTING BASIN OVERTOPS TO BASIN#2A |

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WESTERN EXPRESSWAY BASIN #2 ORANGE 100YR/24HR POST-DEV STORM
DEC. 1999

CONTROL PARAMETERS

=====

START TIME: .00
END TIME: 30.00

| TO TIME (hours) | SIMULATION INC (secs) | PRINT INC (mins) |
|--------------------|--------------------------|---------------------|
| 30.00 | 150.00 | 15.00 |

RUNOFF HYDROGRAPH FILE: DEFAULT
OFFSITE HYDROGRAPH FILE: DEFAULT
BOUNDARY DATABASE FILE: NONE

NOTE:

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WESTERN EXPRESSWAY BASIN #2 ORANGE 100YR/24HR POST-DEV STORM
DEC. 1999

>>REACH NAME : R2
FROM NODE : POND#2B
TO NODE : BNDY-2B
REACH TYPE : TRAPEZOIDAL WEIR/GATE/ORIFICE, MAVIS EQ.
FLOW DIRECTION : POSITIVE AND NEGATIVE FLOWS ALLOWED
CREST EL. (ft): 111.000 BTM. WIDTH (ft): 20.000 LEFT SS (h/v): 6.000
RGHT SS (h/v): 6.000 OPENING (ft): 1.000 WEIR COEF.: 3.000
GATE COEF.: .600 NUMBER OF ELEM.: 1.000
NOTE:

>>REACH NAME : R3
FROM NODE : NODE18
TO NODE : POND#2A
REACH TYPE : IRREGULAR WEIR/GATE/ORIFICE, MAVIS EQ.
FLOW DIRECTION : POSITIVE AND NEGATIVE FLOWS ALLOWED
CREST EL. (ft): 121.000 NUMBER X-Y PTS: 4.000 OPENING (ft): 999.000
WEIR COEF.: 3.000 GATE COEF.: .600 NUMBER OF ELEM.: 1.000

| X-VAL (ft) | Y-VAL (ft) |
|------------|------------|
| .000 | 122.000 |
| 60.000 | 121.000 |
| 84.000 | 120.999 |
| 125.000 | 122.000 |

| DEPTH (ft) | AREA (sf) | PERIM (ft) | TOPWD (ft) |
|------------|-----------|------------|------------|
| .000 | .00 | .00 | .00 |
| .001 | .01 | 23.95 | 23.95 |
| 1.001 | 74.53 | 125.02 | 125.00 |
| 999.000 | 124824.40 | 125.02 | 125.00 |
| 1004.000 | 125449.40 | 125.02 | 125.00 |

NOTE:

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WESTERN EXPRESSWAY BASIN #2 ORANGE 100YR/24HR POST-DEV STORM
DEC. 1999

>>REACH NAME : R1
FROM NODE : POND#2A
TO NODE : POND#2B
REACH TYPE : DROP STRUCTURE w/ CIRC. CULVERT
FLOW DIRECTION : POSITIVE AND NEGATIVE FLOWS ALLOWED
TURBO SWITCH : OFF

CULVERT DATA :
SPAN (in): 18.000 RISE (in): 18.000 LENGTH (ft): 272.000
U/S INVERT (ft): 108.100 D/S INVERT (ft): 106.000 MANNING N: .012
ENTRNC LOSS: .500 # OF CULVERTS: 1.000

POSITION A : RECTANGULAR RISER SLOT
CREST EL. (ft): 108.250 CREST LN. (ft): 1.500 OPENING (ft): 2.250
WEIR COEF.: 3.200 GATE COEF.: .600 NUMBER OF ELEM.: 1.000

POSITION B : RECTANGULAR RISER SLOT
CREST EL. (ft): 110.500 CREST LN. (ft): 10.170 OPENING (ft): 999.000
WEIR COEF.: 3.200 GATE COEF.: .600 NUMBER OF ELEM.: 1.000

NOTE:

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WESTERN EXPRESSWAY BASIN #2 ORANGE 100YR/24HR POST-DEV STORM
DEC. 1999

REACH SUMMARY

=====

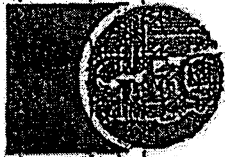
| INDEX | RCHNAME | FRMNODE | TONODE | REACH TYPE |
|-------|---------|---------|---------|--|
| 1 | R2 | POND#2B | BNDY-2B | TRAPEZOIDAL WEIR/GATE/ORIFICE, MAVIS EQ. |
| 2 | R3 | NODE18 | POND#2A | IRREGULAR WEIR/GATE/ORIFICE, MAVIS EQ. |
| 3 | R1 | POND#2A | POND#2B | DROP STRUCTURE w/ CIRC. CULVERT |

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WESTERN EXPRESSWAY BASIN #2 ORANGE 100YR/24HR POST-DEV STORM
 DEC. 1999

NODAL MIN/MAX/TIME CONDITIONS REPORT

| NODE ID | PARAMETER | <-- MINIMUMS --> | | <-- MAXIMUMS --> | |
|---------|----------------|------------------|-----------|------------------|-----------|
| | | VALUE | TIME (hr) | VALUE | TIME (hr) |
| NODE18 | STAGE (ft): | 117.80 | 6.50 | 121.18 | 13.25 |
| | VOLUME (af): | .00 | 6.50 | 5.59 | 13.25 |
| | RUNOFF (cfs): | .00 | 30.00 | 21.17 | 10.00 |
| | OFFSITE (cfs): | .00 | 30.00 | .00 | 30.00 |
| | OTHER (cfs): | .00 | 30.00 | .00 | 30.00 |
| | OUTFLOW (cfs): | .00 | 11.50 | 7.52 | 13.25 |
| POND#2A | STAGE (ft): | 108.00 | 2.00 | 110.47 | 15.00 |
| | VOLUME (af): | .00 | 2.00 | 2.18 | 15.00 |
| | RUNOFF (cfs): | .00 | 30.00 | 11.78 | 9.00 |
| | OFFSITE (cfs): | .00 | 30.00 | .00 | 30.00 |
| | OTHER (cfs): | .00 | 11.50 | 7.52 | 13.25 |
| | OUTFLOW (cfs): | .00 | 7.00 | 7.55 | 13.50 |
| POND#2B | STAGE (ft): | 106.00 | 2.00 | 109.96 | 30.00 |
| | VOLUME (af): | .00 | 2.00 | 29.14 | 30.00 |
| | RUNOFF (cfs): | .00 | 30.00 | 61.08 | 9.00 |
| | OFFSITE (cfs): | .00 | 30.00 | .00 | 30.00 |
| | OTHER (cfs): | .00 | 7.00 | 7.55 | 13.50 |
| | OUTFLOW (cfs): | .00 | 30.00 | .00 | 30.00 |
| BNDY-2B | STAGE (ft): | 106.00 | 30.00 | 106.00 | 30.00 |
| | VOLUME (af): | .00 | 30.00 | .00 | 30.00 |
| | RUNOFF (cfs): | .00 | 30.00 | .00 | 30.00 |
| | OFFSITE (cfs): | .00 | 30.00 | .00 | 30.00 |
| | OTHER (cfs): | .00 | 30.00 | .00 | 30.00 |
| | OUTFLOW (cfs): | .00 | 30.00 | .00 | 30.00 |



Geotechnical
and
Environmental
Consultants, Inc.

As the very foundation of our community

FACSIMILE

To: Phil Hursh, P.E.
Of: PTG
Fax Number: 316-8877
Date: 8-26-99
Subject: Western Expressway Pond Volume Recovery Results
GEC Project No.: 1152G
Number of Pages: 1 (including cover page)

The results of our volume recovery analysis are shown below:

| POND NO | WQV RECOVERY TIME (HOURS) | 100 YEAR STORM RECOVERY TIME (HOURS) | POND STAGE (FT NGVD) AFTER 360 HOURS | POND BOTTOM (FT NGVD) |
|---------|---------------------------|--------------------------------------|--------------------------------------|-----------------------|
| 2A | < 72 | SEE POND 2B | +108.0 | +108.0 |
| 2B | < 72 | > 360 | +106.9 | +105.0 |
| 3 | < 72 | > 360 | +121.8 | +120.0 |

Please call if you have any questions.

From the desk of...

Mark Canty, P.E.
Senior Project Manager
Geotechnical and Environmental Consultants, Inc.
1230 East Hillcrest Street
Orlando, FL 32803-4713
(407) 898-1818
Fax: (407) 898-1837
E-Mail: mccanty@g-e-c.com

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WESTERN EXPRESSWAY BASIN #2 ORANGE 10YR/24HR POST-DEV STORM
 DEC. 1999

| | | | |
|----------------------|----------|----------|---------|
| BASIN NAME | BASIN#2A | BASIN#2B | BASIN18 |
| NODE NAME | POND#2A | POND#2B | NODE18 |
| UNIT HYDROGRAPH | UH323 | UH323 | UH323 |
| PEAKING FACTOR | 323. | 323. | 323. |
| RAINFALL FILE | ORANGE | ORANGE | ORANGE |
| RAIN AMOUNT (in) | 7.44 | 7.44 | 7.44 |
| STORM DURATION (hrs) | 24.00 | 24.00 | 24.00 |
| AREA (ac) | 12.56 | 45.22 | 26.49 |
| CURVE NUMBER | 45.59 | 48.49 | 47.80 |
| DCIA (%) | 8.84 | 37.15 | .00 |
| TC (mins) | 16.13 | 22.25 | 33.70 |
| LAG TIME (hrs) | .00 | .00 | .00 |
| BASIN STATUS | ONSITE | ONSITE | ONSITE |

| BASIN | QMX (cfs) | TMX (hrs) | VOL (in) | NOTES |
|----------|-----------|-----------|----------|-------------------------------------|
| BASIN#2A | 5.55 | 9.07 | 2.02 | |
| BASIN#2B | 36.27 | 9.10 | 3.84 | |
| BASIN18 | 10.07 | 10.11 | 1.71 | EXISTING BASIN OVERTOPS TO BASIN#2A |

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WESTERN EXPRESSWAY BASIN #2 ORANGE 10YR/24HR POST-DEV STORM
DEC. 1999

CONTROL PARAMETERS
=====

START TIME: .00
END TIME: 30.00

| TO TIME (hours) | SIMULATION INC (secs) | PRINT INC (mins) |
|--------------------|--------------------------|---------------------|
| 30.00 | 150.00 | 15.00 |

RUNOFF HYDROGRAPH FILE: DEFAULT
OFFSITE HYDROGRAPH FILE: DEFAULT
BOUNDARY DATABASE FILE: NONE

NOTE:

WESTERN EXPRESSWAY BASIN #2 ORANGE 10YR/24HR POST-DEV STORM
DEC. 1999

[illegible]

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WESTERN EXPRESSWAY BASIN #2 ORANGE 10YR/24HR POST-DEV STORM
 DEC. 1999

>>REACH NAME : R2
 FROM NODE : POND#2B
 TO NODE : BNDY-2B
 REACH TYPE : TRAPEZOIDAL WEIR/GATE/ORIFICE, MAVIS EQ.
 FLOW DIRECTION : POSITIVE AND NEGATIVE FLOWS ALLOWED
 CREST EL. (ft): 111.000 BTM. WIDTH (ft): 20.000 LEFT SS (h/v): 6.000
 RGHT SS (h/v): 6.000 OPENING (ft): 1.000 WEIR COEF.: 3.000
 GATE COEF.: .600 NUMBER OF ELEM.: 1.000
 NOTE:

>>REACH NAME : R3
 FROM NODE : NODE18
 TO NODE : POND#2A
 REACH TYPE : IRREGULAR WEIR/GATE/ORIFICE, MAVIS EQ.
 FLOW DIRECTION : POSITIVE AND NEGATIVE FLOWS ALLOWED
 CREST EL. (ft): 121.000 NUMBER X-Y PTS: 4.000 OPENING (ft): 999.000
 WEIR COEF.: 3.000 GATE COEF.: .600 NUMBER OF ELEM.: 1.000

| X-VAL (ft) | Y-VAL (ft) |
|------------|------------|
| .000 | 122.000 |
| 60.000 | 121.000 |
| 84.000 | 120.999 |
| 125.000 | 122.000 |

| DEPTH (ft) | AREA (sf) | PERIM (ft) | TOPWD (ft) |
|------------|-----------|------------|------------|
| .000 | .00 | .00 | .00 |
| .001 | .01 | 23.95 | 23.95 |
| 1.001 | 74.53 | 125.02 | 125.00 |
| 999.000 | 124824.40 | 125.02 | 125.00 |
| 1004.000 | 125449.40 | 125.02 | 125.00 |

NOTE:

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WESTERN EXPRESSWAY BASIN #2 ORANGE 10YR/24HR POST-DEV STORM
DEC. 1999

>>REACH NAME : R1
FROM NODE : POND#2A
TO NODE : POND#2B
REACH TYPE : DROP STRUCTURE w/ CIRC. CULVERT
FLOW DIRECTION : POSITIVE AND NEGATIVE FLOWS ALLOWED
TURBO SWITCH : OFF

CULVERT DATA :
SPAN (in): 18.000 RISE (in): 18.000 LENGTH (ft): 272.000
U/S INVERT (ft): 108.100 D/S INVERT (ft): 106.000 MANNING N: .012
ENTRNC LOSS: .500 # OF CULVERTS: 1.000

POSITION A : RECTANGULAR RISER SLOT
CREST EL. (ft): 108.250 CREST LN. (ft): 1.500 OPENING (ft): 2.250
WEIR COEF.: 3.200 GATE COEF.: .600 NUMBER OF ELEM.: 1.000

POSITION B : RECTANGULAR RISER SLOT
CREST EL. (ft): 110.500 CREST LN. (ft): 10.170 OPENING (ft): 999.000
WEIR COEF.: 3.200 GATE COEF.: .600 NUMBER OF ELEM.: 1.000

NOTE:

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WESTERN EXPRESSWAY BASIN #2 ORANGE 10YR/24HR POST-DEV STORM
DEC. 1999

REACH SUMMARY
=====

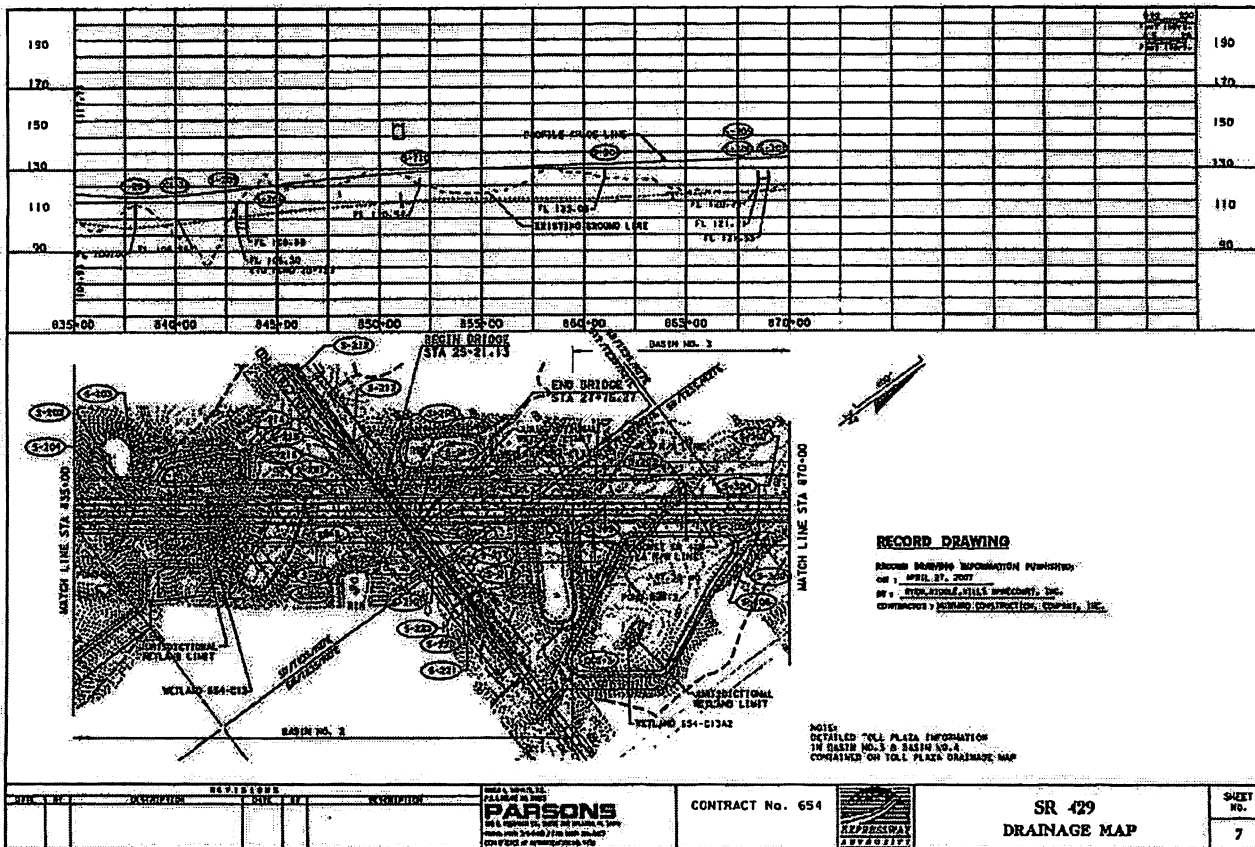
| INDEX | RCHNAME | FRMNODE | TONODE | REACH TYPE |
|-------|---------|---------|---------|--|
| 1 | R2 | POND#2B | BNDY-2B | TRAPEZOIDAL WEIR/GATE/ORIFICE, MAVIS EQ. |
| 2 | R3 | NODE18 | POND#2A | IRREGULAR WEIR/GATE/ORIFICE, MAVIS EQ. |
| 3 | R1 | POND#2A | POND#2B | DROP STRUCTURE w/ CIRC. CULVERT |

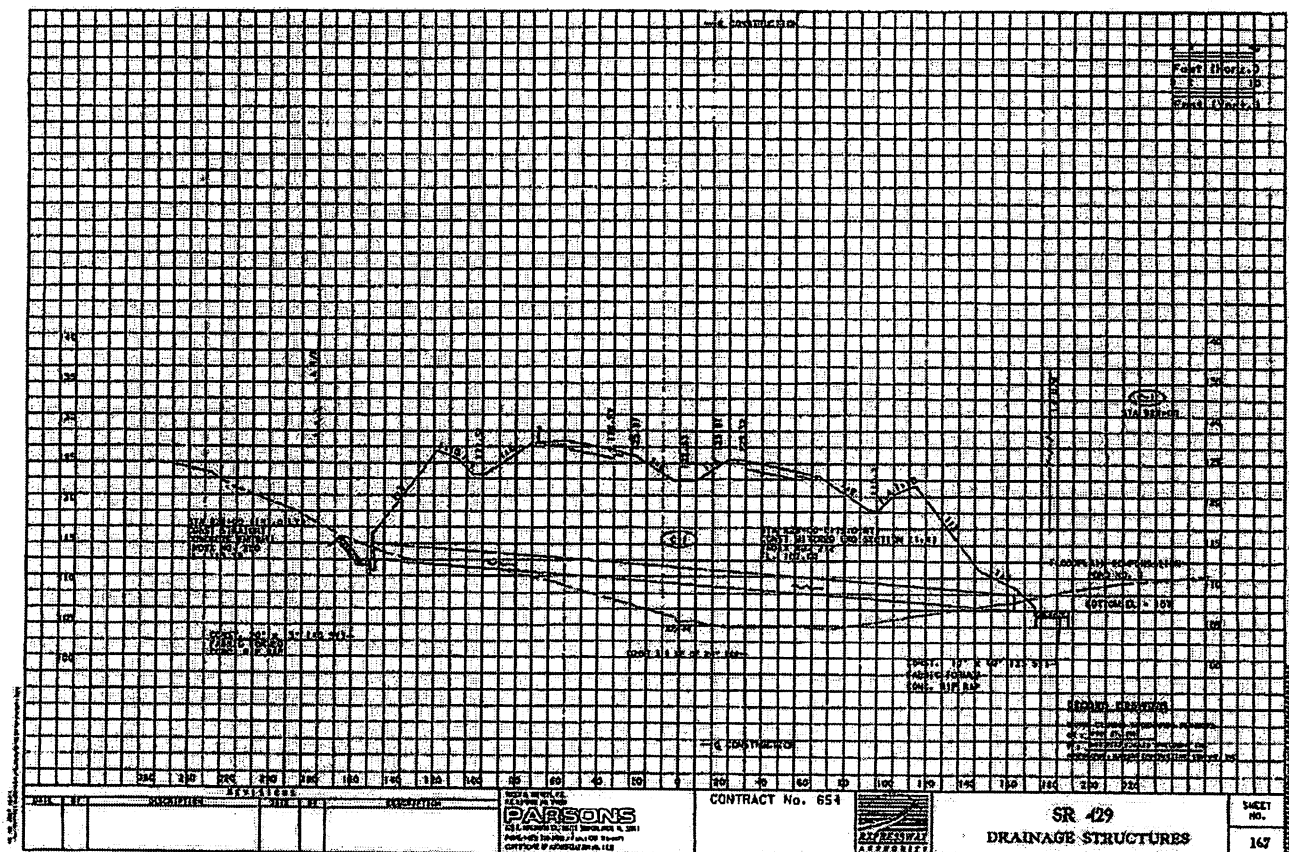
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WESTERN EXPRESSWAY BASIN #2 ORANGE 10YR/24HR POST-DEV STORM
DEC. 1999

NODAL MIN/MAX/TIME CONDITIONS REPORT

| NODE ID | PARAMETER | <-- MINIMUMS --> | | <-- MAXIMUMS --> | |
|---------|----------------|------------------|-----------|------------------|-----------|
| | | VALUE | TIME (hr) | VALUE | TIME (hr) |
| NODE18 | STAGE (ft): | 117.80 | 7.25 | 120.57 | 30.00 |
| | VOLUME (af): | .00 | 7.25 | 3.77 | 30.00 |
| | RUNOFF (cfs): | .00 | 30.00 | 9.97 | 10.00 |
| | OFFSITE (cfs): | .00 | 30.00 | .00 | 30.00 |
| | OTHER (cfs): | .00 | 30.00 | .00 | 30.00 |
| | OUTFLOW (cfs): | .00 | 30.00 | .00 | 30.00 |
| POND#2A | STAGE (ft): | 109.00 | 2.50 | 110.85 | 30.00 |
| | VOLUME (af): | .75 | 2.50 | 2.58 | 30.00 |
| | RUNOFF (cfs): | .00 | 30.00 | 5.41 | 9.00 |
| | OFFSITE (cfs): | .00 | 30.00 | .00 | 30.00 |
| | OTHER (cfs): | .00 | 30.00 | .00 | 30.00 |
| | OUTFLOW (cfs): | -.56 | 24.25 | .79 | 10.25 |
| POND#2B | STAGE (ft): | 109.00 | 2.50 | 110.85 | 24.25 |
| | VOLUME (af): | 21.69 | 2.50 | 36.46 | 24.25 |
| | RUNOFF (cfs): | .00 | 30.00 | 35.88 | 9.00 |
| | OFFSITE (cfs): | .00 | 30.00 | .00 | 30.00 |
| | OTHER (cfs): | -.56 | 24.25 | .79 | 10.25 |
| | OUTFLOW (cfs): | .00 | 30.00 | .00 | 30.00 |
| BNDY-2B | STAGE (ft): | 106.00 | 30.00 | 106.00 | 30.00 |
| | VOLUME (af): | .00 | 30.00 | .00 | 30.00 |
| | RUNOFF (cfs): | .00 | 30.00 | .00 | 30.00 |
| | OFFSITE (cfs): | .00 | 30.00 | .00 | 30.00 |
| | OTHER (cfs): | .00 | 30.00 | .00 | 30.00 |
| | OUTFLOW (cfs): | .00 | 30.00 | .00 | 30.00 |



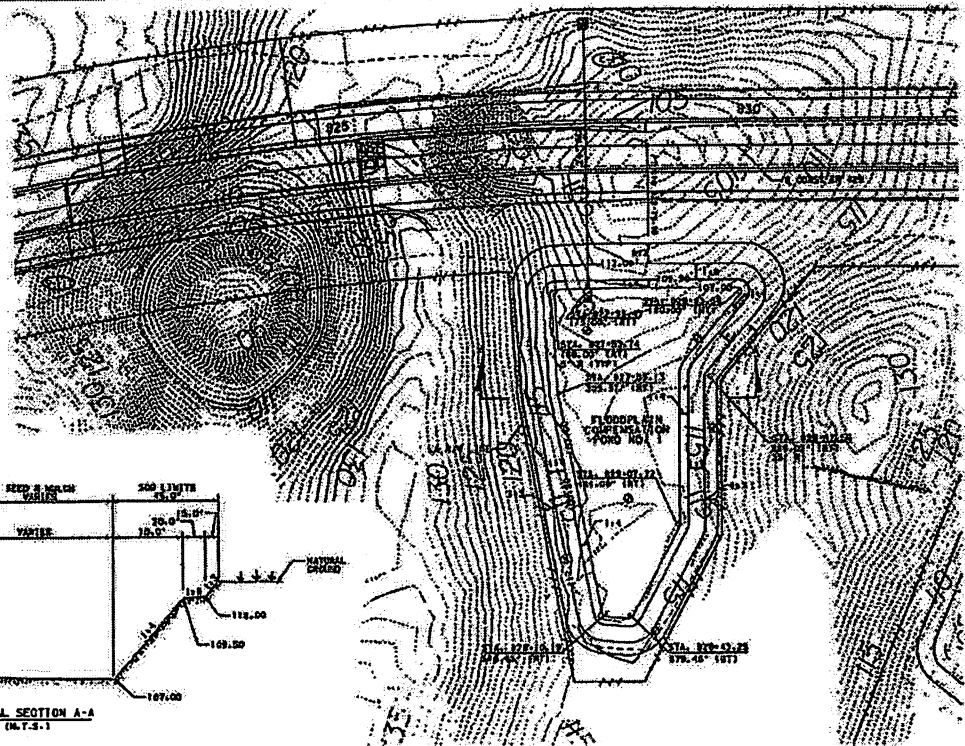
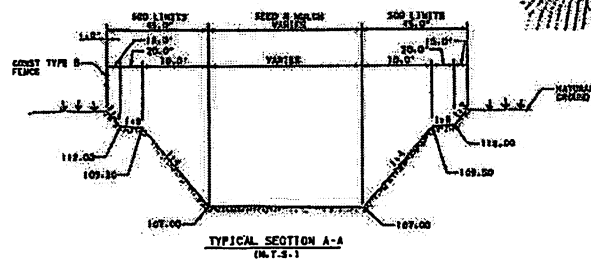


RECORD DRAWING INFORMATION SUBMITTED:
ON : APRIL 27, 2007
BY : WILLIAM WILSON SPEER, INC.
CONTRACTOR : HERNANDEZ CONSTRUCTION COMPANY, INC.

④ FLOODPLAIN COMPENSATION POND NO. FC1
ARBER BORING LOCATIONS

REAL TIME

100 TR/24 HR
(ORANGE COUNTY)



| | | | | | | | | | |
|---|--|--|--|------------------|--|---|--|--------------|--|
| SR 429 POND DETAILS FLOODPLAIN CONCENTRATION AREA NO. 1 | | | | CONTRACT No. 654 | |  | | SHEET NO. | |
| SR 429 POND DETAILS FLOODPLAIN CONCENTRATION AREA NO. 1 | | | | CONTRACT No. 654 | |  | | SHEET NO. | |

Exhibit "F"

Project: Hamlin Groves Trail Northern Extension (RAC)

This deed constitutes a conveyance from a state agency of the State of Florida to a state agency of the State of Florida and is therefore not subject to documentary stamp tax. See, Department of Revenue Rules 12B-4.014(10), F.A.C.

CITY DEED

THIS DEED, Made and executed the _____ day of _____, A.D. 20____, by CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the state of Florida, as to its undivided 50% interest, whose address is 400 South Orange Avenue, Orlando, Florida 32801, GRANTOR, and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the State under the laws of the state of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

**Property Appraiser's Parcel Identification Numbers:
a portion of**

09-23-27-0000-00-006

17-23-27-0000-00-018

17-23-27-0000-00-019

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Project: Hamlin Groves Trail Northern Extension (RAC)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name.

Signed, sealed, and delivered
in the presence of:

CITY OF ORLANDO

Witnesses:

By: NOT FOR EXECUTION
Buddy Dyer, Mayor

ATTEST: _____
Alana C. Brenner, City Clerk

Printed Name

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

Printed Name

_____, 20__

City Attorney, Orlando, Florida

Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 20__, by Buddy Dyer, Mayor, and Alana C. Brenner, City Clerk, of the City of Orlando, a Florida municipal corporation. They are personally known to me or have produced _____ and _____ as identification.

Witness my hand and official seal this ____ day of _____, 20__.

(Notary Seal)

Notary Signature

This instrument prepared by:
Virginia G. Williams, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Printed Notary Name
Notary Public in and for the
county and state aforesaid

My commission expires:

Exhibit "G"

Project: Hamlin Groves Trail Northern Extension (RAC)

This deed constitutes a conveyance from a state agency of the State of Florida to a state agency of the State of Florida and is therefore not subject to documentary stamp tax. *See*, Department of Revenue Rules 12B-4.014(1.0), F.A.C.

COUNTY DEED

THIS DEED, dated _____ by ORANGE COUNTY, a charter county and political subdivision of the state of Florida, as to its undivided 50% interest, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State, under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

**Property Appraiser's Parcel Identification Numbers:
a portion of**

**09-23-27-0000-00-006
17-23-27-0000-00-018
17-23-27-0000-00-019**

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Project: Hamlin Groves Trail Northern Extension (RAC)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: NOT FOR EXECUTION
Teresa Jacobs
Orange County Mayor

DATE: _____

ATTEST: Martha O. Haynie, County
Comptroller, Clerk to the Board

BY: _____
Deputy Clerk

Printed Name

This instrument prepared by:

Virginia Q. Williams, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Exhibit "H"

Project: Hamlin Groves Trail Northern Extension (RAC)

This deed constitutes a conveyance from a state agency of the State of Florida to a state agency of the State of Florida and is therefore not subject to documentary stamp tax. See, Department of Revenue Rules 12B-4.014(10), F.A.C.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, Made and executed the ____ day of _____ A.D., 20__, by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807, GRANTOR, and CITY OF ORLANDO, a municipal corporation organized under the laws of the state of Florida, whose address is 400 S. Orange Avenue, Orlando, Florida 32801, an undivided 50% interest and ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, as to an undivided 50% interest, GRANTEES,

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

**Property Appraiser's Parcel Identification Number:
a portion of**

not assigned

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Project: Hamlin Groves Trail Northern Extension (RAC)

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered
in the presence of:

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, a body politic and corporate, and
an agency of the State, under the laws of the
State of Florida

BY: _____

Witness

Printed Name

Printed Name

Title

Witness

Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY, that on this ____ day of _____, A.D., 20____, before me personally appeared _____, as _____ of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State, under the laws of the State of Florida, to me known to be, or who has produced _____ as identification, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this ____ day of _____, 20____.

(Notary Seal)

Notary Signature

This instrument prepared by:
Virginia G. Williams, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Printed Notary Name

Notary Public in and for in the
county and state aforesaid

My commission expires:



First American

Schedule A

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2037-3245487

Customer Reference Number: CFX Property Swap (12630-0056)
 First American File Number: 2037-3245487

1. Effective Date: January 06, 2015 @ 8:00 A.M.
2. Policy or Policies to be Issued: Proposed Amount of Insurance:
 - a. Owner's Policy \$TBD
 ALTA Owner's Policy of Title Insurance (6-17-06)
 (with Florida modifications)
 Proposed Insured: Orange County, Florida, a political subdivision of the State of Florida, as to an undivided one-half interest, and City of Orlando, a municipal corporation of the State of Florida, as to an undivided one-half interest
 - b. Loan Policy \$0.00
 ALTA Loan Policy of Title Insurance (6-17-06)
 (with Florida modifications)
 Proposed Insured:
 - c. \$
 Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
 The Central Florida County Expressway Authority, formerly known as the Orlando/Orange County Expressway Authority, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, by virtue of Book 7261, Page 4126 and Book 7263, Page 1681.
5. The land referred to in this Commitment is described as follows:

Premium: \$

See Exhibit "A" attached hereto and made a part hereof

Shutts & Bowen, LLP

By: 

Authorized Countersignature for Shutts & Bowen, LLP

(This Schedule A valid only when Schedule B is attached.)



First American

Exhibit A

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2037-3245487

Customer Reference Number: CFX Property Swap
First American File Number: 2037-3245487

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

A parcel of land comprising a portion of Section 17, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of Section 17, Township 23 South, Range 27 East, run South 89°54'25" West along the North line of said Southeast quarter for a distance of 608.36 feet to a point on the Easterly right-of-way line of State Road #429, Project No. 75320-6460-654; thence run South 01°22'42" East along said right-of-way line for a distance of 87.26 feet to the Point of Beginning; thence continue along said right-of-way line the following courses, South 01°22'42" East for a distance of 516.78 feet; thence run South 74°13'42" West for a distance of 350.82 feet; thence run North 31°07'42" West for a distance of 205.14 feet to a point on a non-tangent curve, concave Southeasterly having a radius of 898.50 feet, with a chord bearing of North 44°39'36" East, and a chord distance of 613.51 feet, thence departing aforesaid right-of-way line, run Northeasterly through a central angle of 39°55'31" along the arc of said curve for an arc distance of 626.10 feet to the POINT OF BEGINNING.



First American

Schedule BI

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2037-3245487

Customer Reference Number: CFX Property Swap
First American File Number: 2037-3245487

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
5. Deed from the Central Florida Expressway Authority, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, in favor of Orange County, Florida, a political subdivision of the State of Florida, as to an undivided one-half interest, and City of Orlando, a municipal corporation of the State of Florida, as to an undivided one-half interest.
6. Execution at time of closing of the Seller/Owner's Affidavit by owners herein disclosing all facts relative to mechanics', laborers' and materialmen's liens and all facts relevant to parties in possession of the premises to be insured at time of closing. The Company reserves the right to make additional requirements in relation thereto.
7. The following exceptions from coverage, to-wit:
 - a. Any rights, interests or claims of parties in possession of the land not shown by the public records.
 - b. Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
 - c. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
 - d. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy will appear on the policy(ies) to be issued in conjunction herewith, to the insured(s), unless the Company is provided an affidavit, acceptable to the Company, executed by Owner(s) sufficient to delete said exceptions from such policy(ies).

Said affidavit shall include, but not be limited to, certification (1) that Owner(s) is/are in exclusive possession of the insured land and that no improvements or structures encroach onto the land from neighboring land, nor do any improvements or structures of the Owner(s) encroach onto neighboring land, nor does any party other than the Owner(s) have any claim to possession of the insured land; (2) that there has been no labor, material or services provided for or improvements upon the insured land within the previous 90 days, which have not been paid for, and that there are no outstanding contracts, either oral or written, for the furnishing of an such

labor, material or services; (3) that there are no mortgages, judgments, tax liens or other liens against the Owner, or any of the them, and/or the Insured land other than as disclosed by this commitment; (4) that there are no outstanding or pending claims or law suits against the Owner(s), or any of them, that may constitute the basis for a lien against the insured land; (5) that other than as disclosed by this commitment there are no matters which constitute defects in Owner(s) title to the insured land; (6) that there are no matters existing, at the time of delivery of the deed and/or mortgage contemplated herein, which would adversely affect the ability of the Owner(s) to mortgage or convey the insured land; (7) that the Owner(s), and each of them, has never been adjudicated incompetent; and (8) that the Owner(s), and each of them, has never been a party to a bankruptcy filing, nor does the Owner(s), or any of them, contemplate or anticipate any such filing.

In addition to the affidavit referenced above, in order to delete the exception from coverage for "Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.", the Company must be supplied with a survey acceptable to the Company or such other proof as may be acceptable to the Company relating to any rights, interests or claims affecting the land which a correct survey would disclose.

If the above referenced affidavit or survey, in the form(s) acceptable to the Company, are not supplied to the Company, the exceptions set out above will appear in the policy(ies) to be issued in conjunction herewith, to the insured(s).

The Company reserves the right to include exceptions from coverage relating to matters disclosed by the affidavit and/or survey or other proof, and to make such additional requirements and/or modify the legal description (shown in Schedule A, hereof), as it may deem necessary.

8. Note: Parcel not on Tax Roll.



First American

Schedule BII

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2037-3245487

Customer Reference Number: CFX Property Swap
First American File Number: 2037-3245487

PART II

Schedule B of the policy or policies to be Issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies Issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies Issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Restrictions in favor of the United States Environmental Protection Agency, or its successor, set forth in Exhibit to Warranty Deed in favor of Orange County recorded October 14, 1983 in Book 3430, Page 1181. Said Restrictions re-Imposed in Deed conveying an undivided 50% interest to the City of Orlando recorded May 23, 1984 in Book 3509, Page 1513.
10. Resolution No. 83-SW-05 Limiting Lands on Which Rapid Infiltration Basins may be Located as Part of the Water Conserv II Project; Approving Uniform Agreement for Delivery and Use of Reclaimed Irrigation Water and Authorizing Execution of the Uniform Agreement recorded May 8, 1985 in Book 3639, Page 224.

Note: Deed recorded January 12, 2004 in Book 7261, Page 4126 and Order of Taking recorded January 13, 2004 in Book 7263, Page 1681, Case No. 2003-CA-009628-O include "all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property."

Customer Reference Number: CFX Property Swap
First American File Number: 2037-3245487

Note: All of the recording information contained herein refers to the Public Records of Orange County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

Shutts & Bowen, LLP
300 S Orange Ave Ste 1000
Orlando, FL 32801
Phn - (407)835-6900
Fax - (407)425-8316

10/08/2014

Re: Customer Reference Number: **CFX Property Swap**
First American File Number: **2037-3245487**

Property Address: , , FL

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

An order has been placed with this company for a title insurance policy. The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on :

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above-referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to the above address or fax number prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help ensure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our Fair Information Values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



First American

Schedule A

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2037-3245494

Customer Reference Number: CFX Property Swap (12630-0056)
First American File Number: 2037-3245494

1. Effective Date: January 06, 2015 @ 8:00 A.M.

2. Policy or Policies to be issued;

Proposed Amount of Insurance:

a. Owner's Policy

ALTA Owner's Policy of Title Insurance (6-17-06)
(with Florida modifications)

\$TBD

Proposed Insured: Central Florida Expressway Authority, a body politic and corporate, and an agency of the state, under the laws of the State of Florida

b. Loan Policy

ALTA Loan Policy of Title Insurance (6-17-06)
(with Florida modifications)

\$0.00

Proposed Insured:

c.

\$

Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Orange County, Florida, a political subdivision of the State of Florida, by virtue of Book 3848, Page 196, as to Tax Parcels 17-23-27-0000-00018 and 17-23-27-0000-00019; and

Orange County, Florida, a political subdivision of the State of Florida, by virtue of Book 3430, Page 1181, as to an undivided one-half interest in Tax Parcel 09-23-27-0000-00006, and City of Orlando, a municipal corporation of the State of Florida, by virtue of Book 3509, Page 1513, as to an undivided one-half interest in Tax Parcel 09-23-27-0000-00006.

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Shutts & Bowen, LLP

By: 

Authorized Countersignature for Shutts & Bowen, LLP

(This Schedule A valid only when Schedule B is attached.)



First American

Exhibit A

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2037-3245494

Customer Reference Number: CFX Property Swap
First American File Number: 2037-3245494

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

A parcel of land comprising a portion of Section 17, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:
Commencing at the Northeast corner of the Southeast quarter of Section 17, Township 23 South, Range 27 East, run South 89°54'25" West along the North line of said Southeast quarter for a distance of 1260.25 feet; thence departing said North line run South 00°05'35" East for a distance of 154.11 feet to a point on the Easterly right-of-way line of State Road #429, Project No. 75320-6460-654 and the Point of Beginning; thence run South 31°07'42" East along said right-of-way line for a distance of 430.42 feet to the point on a non tangent curve, concave Easterly having a radius of 898.50 feet, with a chord bearing of South 12°20'55" West, and a chord distance of 384.31 feet, thence departing aforesaid right-of-way line run Southerly along the arc of said curve through a central angle of 24°41'50" for an arc distance of 387.30 feet to a point of tangency; thence run South 00°00'00" West for a distance of 120.81 feet; thence run North 64°30'02" West for a distance of 462.96 feet; thence run North 57°26'21" West for a distance of 165.30 feet to a point on the aforesaid Easterly right-of-way line of State Road #429 and a point on a non-tangent curve, concave Southeasterly having a radius of 3669.72 feet, with a chord bearing of North 33°20'07" East, and a chord distance of 49.64 feet, thence run Northeasterly along said right-of-way line, along the arc of said curve through a central angle of 00°46'30" for an arc distance of 49.64 feet to a point; thence continue the following courses along said right-of-way line; South 57°25'30" East for a distance of 160.09 feet; thence run South 64°29'07" East for a distance of 354.79 feet; thence run North 36°25'07" East for a distance of 86.24 feet; thence run North 25°41'56" West for a distance of 205.26 feet; thence run North 53°35'01" West for a distance of 189.32 feet; thence run North 13°53'08" West for a distance of 183.81 feet; thence run North 36°24'59" East a distance of 284.27 feet to the POINT OF BEGINNING;



First American

Schedule BI

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2037-3245494

Customer Reference Number: CFX Property Swap
First American File Number: 2037-3245494

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - a. Deed conveying the land from City of Orlando, a municipal corporation of the State of Florida, signed in the name of the city or town by the mayor or some other person authorized by the charter, in the presence of two subscribing witnesses, duly attested by the city clerk and sealed with the municipal seal, to the Central Florida Expressway Authority, a body politic and corporate, and an agency of the state, under the laws of the State of Florida. In connection with said deed, we will further require:
 - i) Production of a certified copy of the municipal charter;
 - ii) Certified copy of a proper resolution of the governing body of the municipal corporation authorizing a sale of the property. The certified copy of the governing body's resolution should be attached to the deed of conveyance and recorded with it;
 - iii) Satisfactory evidence of compliance with all requirements regarding conveying municipal property contained in the municipal charter; and
 - iv) The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above. (As to an undivided one-half interest in Tax Parcel 09-23-27-0000-00006)
 - b. Deed, from Orange County, Florida, a political subdivision of the State of Florida, executed in its name by its Board of County Commissioners, acting through the Chair, or Vice Chair of said Board, and Attested by the Clerk, or Deputy Clerk, of the Circuit Court, and sealed with the Official County Seal, conveying the Land described in Schedule A to the Central Florida Expressway Authority, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, all in accordance with Section 125.411, Florida Statutes. In addition, furnish Company with an Affidavit satisfactory thereto executed by the Chair, Vice Chair or other appropriate County Official confirming that the applicable requirements of Chapter 125, Florida Statutes, as to the sale or other transfer have been satisfied. (As to Tax Parcels 17-23-27-0000-00018 and 17-23-27-0000-00019 and as to an undivided one-half interest in Tax Parcel 09-23-27-0000-00006)

5. Execution at time of closing of the Seller/Owner's Affidavit by owners herein disclosing all facts relative to mechanics', laborers' and materialmens' liens and all facts relevant to parties in possession of the premises to be insured at time of closing. The Company reserves the right to make additional requirements in relation thereto.

6. The following exceptions from coverage, to-wit:

- a. Any rights, interests or claims of parties in possession of the land not shown by the public records.
- b. Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
- c. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
- d. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy will appear on the policy(ies) to be issued in conjunction herewith, to the Insured(s), unless the Company is provided an affidavit, acceptable to the Company, executed by Owner(s) sufficient to delete said exceptions from such policy(ies).

Said affidavit shall include, but not be limited to, certification (1) that Owner(s) is/are in exclusive possession of the insured land and that no improvements or structures encroach onto the land from neighboring land, nor do any improvements or structures of the Owner(s) encroach onto neighboring land, nor does any party other than the Owner(s) have any claim to possession of the insured land; (2) that there has been no labor, material or services provided for or improvements upon the insured land within the previous 90 days, which have not been paid for, and that there are no outstanding contracts, either oral or written, for the furnishing of an such labor, material or services; (3) that there are no mortgages, judgments, tax liens or other liens against the Owner, or any of the them, and/or the insured land other than as disclosed by this commitment; (4) that there are no outstanding or pending claims or law suits against the Owner(s), or any of them, that may constitute the basis for a lien against the insured land; (5) that other than as disclosed by this commitment there are no matters which constitute defects in Owner(s) title to the insured land; (6) that there are no matters existing, at the time of delivery of the deed and/or mortgage contemplated herein, which would adversely affect the ability of the Owner(s) to mortgage or convey the insured land; (7) that the Owner(s), and each of them, has never been adjudicated incompetent; and (8) that the Owner(s), and each of them, has never been a party to a bankruptcy filing, nor does the Owner(s), or any of them, contemplate or anticipate any such filing.

In addition to the affidavit referenced above, in order to delete the exception from coverage for "Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.", the Company must be supplied with a survey acceptable to the Company or such other proof as may be acceptable to the Company relating to any rights, interests or claims affecting the land which a correct survey would disclose.

If the above referenced affidavit or survey, in the form(s) acceptable to the Company, are not supplied to the Company, the exceptions set out above will appear in the policy(ies) to be issued in conjunction herewith, to the Insured(s).

The Company reserves the right to include exceptions from coverage relating to matters disclosed by the affidavit and/or survey or other proof, and to make such additional requirements and/or modify the legal description (shown in Schedule A, hereof), as it may deem necessary.

7. Note: The following is for informational purposes only and is given without assurance or guarantee: 2014 taxes show **NO TAX DUE** in the gross amount of \$0.00 for Tax Identification No. 09-23-27-0000-00006.
8. Note: The following is for informational purposes only and is given without assurance or guarantee: 2014 taxes show **NO TAX DUE** in the gross amount of \$0.00 for Tax Identification No. 17-23-27-0000-00018.
9. Note: The following is for informational purposes only and is given without assurance or guarantee: 2014 taxes show **NO TAX DUE** in the gross amount of \$0.00 for Tax Identification No. 17-23-27-0000-00019.



First American

Schedule BII

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

5011612 - 2037-3245494

Customer Reference Number: CFX Property Swap
First American File Number: 2037-3245494

PART II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Restrictions in favor of the United States Environmental Protection Agency, or its successor, set forth in Exhibit to Warranty Deed in favor of Orange County recorded October 14, 1983 in Book 3430, Page 1181. Said Restrictions re-imposed in Deed conveying an undivided 50% interest to the City of Orlando recorded May 23, 1984 in Book 3509, Page 1513.
10. Resolution No. 83-SW-05 Limiting Lands on Which Rapid Infiltration Basins may be Located as Part of the Water Conserv II Project; Approving Uniform Agreement for Delivery and Use of Reclaimed Irrigation Water and Authorizing Execution of the Uniform Agreement recorded May 8, 1985 in Book 3639, Page 224.
11. Access to Western Beltway is limited by Deed recorded January 12, 2004 in Book 7261, Page 4126 and Order of Taking recorded January 13, 2004 in Book 7263, Page 1681, Case No. 2003-CA-009628-O (Parcel 226). Said Deed and Order of Taking includes "all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property."

Customer Reference Number: CFX Property Swap
First American File Number: 2037-3245494

Note: All of the recording information contained herein refers to the Public Records of Orange County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

Shutts & Bowen, LLP
300 S Orange Ave Ste 1000
Orlando, FL 32801
Phn - (407)835-6900
Fax - (407)425-8316

10/08/2014

Re: Customer Reference Number: **CFX Property Swap**
First American File Number: **2037-3245494**

Property Address: , FL

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

An order has been placed with this company for a title insurance policy. The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on :

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above-referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to the above address or fax number prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.



First American Title

Privacy Information We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Exhibit J

RIGHT OF ENTRY AGREEMENT

This RIGHT OF ENTRY AGREEMENT ("Agreement") is made and entered into on this day of _____, 2015, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the State of Florida ("Authority"), with a principal address of 4974 ORL Tower Road, Orlando, FL 32807, and SLF IV/Boyd Horizon West JV, LLC, Delaware limited liability company ("Licensee"), who is duly authorized to conduct business in the State of Florida and whose mailing address is c/o Boyd Development Corporation, Attn: Scott T. Boyd, 7586 West Sand Lake Road, Orlando, Florida 32819.

RECITALS

WHEREAS, Authority is the fee simple owner of certain real property located in Orange County, Florida, more particularly described on Exhibit A, attached hereto and incorporated herein by reference ("Property"), which real property is generally located adjacent to the east right-of-way of SR 429 approximately .5 miles north of New Independence Parkway; and

WHEREAS, Licensee intends to perform the work described in the plans attached hereto as Exhibit B and incorporated herein by reference ("Project"), generally described as follows:

Relocation and reconfiguration of existing CFX stormwater ponds; and

WHEREAS, Licensee desires to enter upon the Property in order to construct the Project; and

WHEREAS, Licensee has requested a temporary non-exclusive right of entry to enter upon the Property to commence such work.

NOW, THEREFORE, in consideration of the above-stated premises, the Authority and Licensee hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Right of Entry. Authority hereby authorizes Licensee and its employees, contractors, and agents to enter upon the Property for the sole and limited purpose of constructing the Project. Under no circumstances may Licensee block any Authority roadway or operation or impede Authority in its normal functions without the prior written consent and approval from the Authority.
3. Special Conditions. Licensee further agrees to the following special conditions:
 - a. No pullboxes or other surface structures shall be permanently placed within Authority right-of-way.
 - b. Licensee shall apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, and regulations.

- c. _____
- d. _____
- e. _____
- f. _____

4. Term. This is a license agreement terminable at will by the Authority. Unless terminated sooner, this Agreement will expire upon the earlier of: (a) completion of the Project; or (b) _____ years from the date of execution by Authority.

5. Coordination. Activities to be performed in connection with the Project shall be coordinated with Authority prior to the initiation of the activity. Coordination with Authority shall be accomplished through contact and cooperation with both Pat Collins at 407-690-5056 and Steve Geiss at 407-630-5335, at least 72 hours in advance to assist in locating the existing Authority roadway lighting lines, fiber optic network lines, and any other underground improvements and to confirm no on-going maintenance in the area.

6. Restoration of Site. Licensee shall be responsible for any and all costs related to the Project, including installation, operation and removal and restoration of equipment on and around the Property. At Licensee's sole cost and expense, Licensee shall remove from the Property all materials generated during its activities at the Property and Licensee shall be fully responsible for the proper disposal of such materials in accordance with applicable laws, rules, ordinances and regulations. Additionally, Licensee agrees to promptly repair any and all damage to the Property caused by the Project with specific attention to surface sod, concrete, and asphalt. Restoration of the Property shall be equal or superior to its present condition as nearly as may reasonably be possible. Upon completion of restoration, Licensee shall contact Pat Collins at 407-690-5056 and Steve Geiss at 407-630-5335, who shall inspect the Property and, if satisfied, issue a notice of satisfaction, which notice may be transmitted by electronic mail. Failure to obtain said notice of satisfaction may result in pursuit by Authority against Licensee or its contractors or agents for damages and costs associated with proper restoration of the Property.

7. Indemnification. Licensee shall indemnify, defend and hold Authority harmless and shall cause Licensee's contractors and agents to indemnify, defend and hold Authority harmless from and against any and all costs, expenses, fines, fees, penalties, claims, suits or proceedings (including attorneys' fees at the trial or appellate level), demands, liabilities, damages, injuries (including death) arising from their respective use or work performed on or about the Property or in connection with the Project, excepting only those claims arising from the sole negligence of the Authority, its officials, or employees.

8. Sovereign Immunity. Nothing contained in this Agreement shall be construed as a waiver or attempt at a waiver by the Authority of its sovereign immunity under the Constitution and laws of the State of Florida.

9. Insurance. Licensee shall provide a certificate of general liability insurance and specifically list Authority as an additional insured or provide a policy covering contractual liability before any work commences. Policy shall be an occurrence basis policy, with minimum limits of \$1 million per occurrence with a deductible of no more than \$500, and \$2 million in the aggregate combined single limits covering bodily injury, property damage, personal injury and liability.

10. Assumption of Risk; Release. Licensee, on behalf of its employees, contractors, and agents, assumes the risk associated with any activities arising out of this Agreement or on or around the Property. Licensee, on behalf of its employees and agents, hereby releases Authority, its officials, employees, and contractors from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which Licensee and its employees, contractors, or agents may suffer or incur in connection with this Agreement.

11. Reservation of Rights. Authority expressly reserves all rights to pursue any claims it may have against the Licensee, its contractors or its agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by the Licensee, its contractors, or its agents within the Property.

12. Governing Law. All parties agree that this Agreement and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereof shall be instituted and maintained only in the courts of the State of Florida.

13. Notice. Except as otherwise provided in the paragraphs with the headings of Coordination and Restoration of Site, all notices required to be delivered to Licensee or Authority shall be delivered via certified mail return receipt requested to the respective parties at the addresses provided below:

With respect to Licensee:

SLF IV/BOYD HORIZON WEST JV, LLC
c/o Boyd Development Corporation
Attn: Scott T. Boyd
7586 West Sand Lake Road
Orlando, Florida 32819
Telephone: (407) 352-5858
Facsimile: (407) 352-5843

With respect to Authority:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Facsimile: (407) 690-5011
Attention: Deputy Executive Director of Engineering, Operations
Construction & Maintenance

and

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Facsimile: (407) 690-5011
Attention: General Counsel

14. Authorized Signatories. Licensee represents and warrants that the person signing below is duly authorized to sign this Agreement to which the Licensee and its employees, contractors, and agents will be duly bound.

15. The Parties agree that neither this Agreement nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida or any other County in the State of Florida.

16. Licensee understands and agrees that this Agreement does not take effect until it is fully executed by all the parties and that Licensee cannot rely upon the representations of staff.

IN WITNESS HEREOF, Authority and Licensee have executed this Right of Entry Agreement effective on the last date of execution.

Witnesses:

First Witness

By: _____

Print Name: _____

Second Witness

By: _____

Print Name: _____

LICENSEE:

SLF IV/BOYD HORIZON WEST JV, LLC,
a Delaware limited liability company

By: Boyd Horizon West, LLC, a Florida
limited liability company, Managing
Member

By: _____

Scott T. Boyd, Manager

Date: _____

Witnesses:

First Witness

By: _____

Print Name: _____

Second Witness

By: _____

Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM FOR
EXECUTION BY A SIGNATORY OF THE
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: _____

General Counsel /Deputy General Counsel

Date: _____

Attachments

Exhibit A. Description of the Real Property

Exhibit B. Project Plans

ORLDOCS 13800149 2