

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.

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MEMORANDUM

TO: Central Florida Expressway Authority Board Members
FROM: Jere F. Daniels, Jr., Right-of-Way Counsel
Winderweedle, Haines, Ward & Woodman, P.A.
DATE: November 5, 2014
RE: Construction Agreement between State of Florida Department of Transportation and Central Florida Expressway Authority; Central Florida Greenway (S.R. 417) Interchange with Florida's Turnpike, Phase II; Turnpike Project Number 243017-1-52-01.

Approval of the Construction Agreement ("Construction Agreement") between the State of Florida Department of Transportation ("FDOT") and the Central Florida Expressway Authority (the "Authority") for Phase II construction of the Central Florida Greenway (S.R. 417) interchange with Florida's Turnpike (S.R. 91) (the "Interchange") is sought from the Central Florida Expressway Authority Board ("Board"). The approval requested is subject to the review and approval of final plans and specifications by the Authority's staff. A copy of the proposed Construction Agreement is attached for your review. The final approved plans and specifications will ultimately be attached as Exhibits A & B to the Construction Agreement.

BACKGROUND/DESCRIPTION

The Authority and the FDOT entered into a State of Florida Department of Transportation Construction Agreement, as amended by that certain First Amendment to State of Florida Department of Transportation Construction Agreement dated September 19, 2014 (as amended, the "First Construction Agreement"). The purpose of the First Construction Agreement was to facilitate and coordinate construction responsibilities between the FDOT and the Authority for adjoining projects for Phase I of the Interchange. A Second Amendment to the First Construction Agreement is currently under consideration by the Board.

Phase I construction of the Interchange is nearly complete and the commencement of Phase II construction is anticipated to commence in the near future. The purpose of the current Construction Agreement is to facilitate and coordinate construction responsibilities between the FDOT and the Authority for adjoining projects for Phase II of the Interchange.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Construction Agreement between the FDOT and the Authority and authorize execution of the Construction Agreement by the Authority, subject to the review and approval of final plans and specifications by the Authority's staff.

ATTACHMENTS

Construction Agreement (w/ Exhibits C & D).

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (this "Agreement"), is made and entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public instrumentality and agency of the State of Florida, with a business address of 4974 ORL Tower Road, Orlando, Florida 32807 (hereinafter referred to as the "CFX") and **the State of Florida, Department of Transportation**, Florida's Turnpike Enterprise, an executive agency of the State of Florida having a business address located at Florida's Turnpike Headquarters, Turkey Lake Service Plaza, Milepost 263, Florida's Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761 (hereinafter referred to as the "DEPARTMENT").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, the DEPARTMENT proposes to construct certain improvements for the SR 417 / SR 91 (Florida's Turnpike) Interchange ramp systems, including without limitation, new bridge structure, new ramp terminals and roadways connecting to the Turnpike and SR 417, traffic control plan, MSE walls, retaining walls, guardrail, barriers, extension of box culverts, drainage pipes, drainage structures, fence, gates, signs, roadway lighting, intelligent transportation system adjustments, temporary works, utility adjustments and earthwork, (collectively the "Improvements") in Orange County, Florida; and;

WHEREAS, the Project is more particularly described as Improvements shown in the Contract Plans of Proposed SR 417 / Turnpike Interchange, Project Number 243017-1-52-01, within the limits of DEPARTMENT and CFX right of way (hereinafter referred to as the "Plans"), attached hereto and incorporated herein as Composite Exhibit "A" and on file with both CFX and the DEPARTMENT; and

WHEREAS, the portion of the Improvements to be constructed in CFX's right of way is shown in the Plans attached hereto and incorporated herein as Exhibit "B" (the construction of the Improvements within CFX's right of way only shall hereinafter be referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the DEPARTMENT to construct the Project, after which the Improvements, as defined herein, within CFX's right of way will be the property of CFX, and the underlying CFX right of way will remain the property of CFX, and the control and maintenance of the Improvements will be controlled by the Interchange Agreement, as amended (Maintenance Responsibilities – Exhibit D in the Interchange Agreement will be

amended to include an exhibit which shows the interim condition of Ramps A1, B2, and C1 constructed), between the Department and CFX, subject to the DEPARTMENT's rights under this Construction Agreement to construct, operate and maintain the Improvements to the extent such rights to construct, operate and maintain do not interfere with CFX's rights to improve, operate and maintain CFX's right of way. A copy of the existing Interchange Agreement is attached hereto as Exhibit "C", and a sketch of the interim maintenance responsibilities is attached hereto as Exhibit "D".

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The DEPARTMENT is authorized, subject to the conditions set forth herein, to enter CFX's right of way to perform all activities necessary for the construction of the Project, as described in Exhibit "B" attached hereto and incorporated herein, and within the scope of services, technical provisions, and special provisions set forth on Exhibit "A" attached hereto, and incorporated herein by reference.

2. The term of this Agreement shall commence on the date last signed by the parties hereto and expire on May 13, 2016, unless sooner terminated as provided herein.

3. The Project shall be designed and constructed in accordance with the latest edition at the time of approval of this agreement of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual ("PPM"), Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "**Florida Green Book**") and the Department Traffic Engineering Manual. The DEPARTMENT shall submit the construction plans to CFX for review and comment within a reasonable time prior to any work being commenced. Should any changes to the plans which occur within CFX's right-of-way be required during construction of the Project, the DEPARTMENT shall be required to notify CFX of the changes and receive approval from CFX prior to the changes being constructed. The DEPARTMENT will submit to CFX a schedule of shop drawing submittals. CFX will notify the DEPARTMENT of any shop drawings CFX will review. The DEPARTMENT will coordinate with CFX for input during review of those shop drawing(s). The DEPARTMENT shall maintain the area of the Project, including the Improvements, at all times during the construction. Following completion of construction and the expiration of this Agreement, the maintenance obligations of the DEPARTMENT shall be controlled by the terms of Exhibit "C", the Interchange Agreement. The DEPARTMENT shall coordinate any work needs of CFX during construction of the Project. The DEPARTMENT shall provide advance notice to and

coordinate with CFX's Maintenance staff prior to DEPARTMENT's commencement of any maintenance or repair activities during construction or thereafter in the future. The DEPARTMENT's obligations to provide maintenance within the Project area, and to provide notice to and coordination with CFX prior to commencement of any maintenance or repair activities shall survive the expiration or earlier termination of this Agreement.

4. The DEPARTMENT shall notify CFX a minimum of 48 hours before beginning construction within CFX right of way. The DEPARTMENT shall notify CFX should construction be suspended for more than 5 working days.

5. The DEPARTMENT shall ensure that contractors, and shall require its contractors to ensure all subcontractors working in connection with the Project, will possess Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period, naming the DEPARTMENT and CFX as additional insured and insuring the DEPARTMENT and CFX against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of DEPARTMENT's contractors and/or subcontractors, as the case may be, accessing CFX's right of way and such parties' performance within CFX's right of way. Additionally, any such contractors and subcontractors shall supply the parties with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the parties. The bond and insurance shall remain in effect until completion of construction and acceptance by CFX. Prior to commencement of the Project and on such other occasions as CFX may reasonably require, the DEPARTMENT shall provide CFX with certificates documenting that the required insurance coverage with its contractors and subcontractors is in place and effective.

6. The DEPARTMENT shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the DEPARTMENT that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by CFX prior to implementation. The DEPARTMENT shall regularly inspect the MOT established within the construction area to ensure conformity with the approved MOT plan. As it relates to lane closures within the CFX system, CFX is agreeable with the "Damage Recovery" (Rev 2-4-04) specification in the DEPARTMENT's contract with the

DEPARTMENT's contractor. Any and all damage recovery / user costs assessed by the DEPARTMENT from DEPARTMENT's contractor arising out of such contractor's failure to timely open Project traffic lanes within CFX's right-of-way shall be assigned to CFX and paid by DEPARTMENT or DEPARTMENT's contractor to CFX.

7. The DEPARTMENT will be responsible for ensuring that all permits that may be required by other agencies or local governmental entities are obtained; for locating all existing utilities, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The DEPARTMENT shall require each of its contractors to comply with the Sunshine State One Call procedures prior to any excavation work within the Project Area.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and the ownership of the Improvements, as defined herein, resulting from this Agreement shall be controlled by the Interchange Agreement. Neither the granting of the permission to use CFX right of way nor the placing of facilities upon CFX property shall operate to create or vest any property right to or in the DEPARTMENT, except as may otherwise be provided in separate agreements. The DEPARTMENT shall not acquire any right, title, interest or estate in CFX right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the DEPARTMENT's use, occupancy, maintenance, or possession of CFX right of way. The provisions of the paragraph shall survive the expiration or earlier termination of this Agreement.

9. The DEPARTMENT shall perform, or cause to be performed, any required testing associated with the design and construction of the project. Testing results shall be made available to CFX upon reasonable request. CFX shall have the reasonable right to perform its own independent testing during the course of the Project, at its sole expense and as coordinated with the DEPARTMENT.

10. The DEPARTMENT shall exercise the rights granted herein and shall otherwise perform this Agreement with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, and safety laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If CFX reasonably determines a condition exists which threatens the public's safety, CFX may, at its reasonable discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the DEPARTMENT.

12. All work and construction shall be completed by May 13, 2016. If construction is not completed within this time, the parties may make claims on their respective bonds. CFX may terminate this Agreement at any time without CFX liability to the DEPARTMENT in the event DEPARTMENT does not cure a material default of a provision of this Agreement within sixty (60) days after receiving CFX's written notice of the default. If the default cannot reasonably be cured within sixty (60) days, then DEPARTMENT may have additional time to complete the cure, provided the cure is commenced immediately and diligently pursued without interruption until the cure has been completed.

13. The DEPARTMENT shall be responsible to maintain and restore all features, if any, that might require relocation within CFX right of way, and that are not included in the Plans as part of the Project, at the Department's sole cost and expense.

14. The DEPARTMENT will be responsible for clean up or restoration required to correct any environmental or health concerns that may result from construction operations.

15. Upon completion of construction, the DEPARTMENT will be required to submit to CFX final as-built plans and an engineering certification that construction was completed in accordance with those plans. Prior to the termination of this Agreement, the DEPARTMENT shall remove its presence, including, but not limited to, all of the DEPARTMENT's property, machinery, and equipment from CFX right of way and, other than Improvements constructed in accordance with the Plans, the DEPARTMENT shall restore those portions of CFX right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project. All information pertinent to the installation and /or modification of CFX roadway structures will be provided to CFX for incorporation into their structures records files. This information includes, but is not limited to as-built plans, shop drawings, pile driving records, bridge load rating documents, etc.

16. If CFX reasonably determines that the Project is not completed in accordance with the provisions of this Agreement, CFX shall deliver written notification of such to the DEPARTMENT. The DEPARTMENT shall have thirty (30) days from the date of receipt of CFX's written notice, or such other time as CFX and the DEPARTMENT mutually agree to in writing, to complete the Project and provide CFX with written notice of the same (the "Notice of Completion"). If the DEPARTMENT fails to timely deliver the Notice of Completion, or if it is reasonably determined that the Project is not properly completed after receipt of the Notice of Completion, CFX, within its reasonable discretion may: 1) provide the DEPARTMENT with written authorization granting such additional time as CFX deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) in accordance with the final plans, at the DEPARTMENT's sole cost and expense, without CFX liability to the DEPARTMENT for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If CFX elects to correct the deficiency(ies), CFX shall provide the DEPARTMENT with an

invoice for the reasonable actual costs incurred by CFX and the DEPARTMENT shall pay the invoice within sixty (60) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by certified United States mail, postage prepaid, to the parties at the contact information listed below.

19. The DEPARTMENT shall not cause any liens or encumbrances to attach to any portion of CFX's right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in the Circuit Court in and for Leon County, Florida.

21. Neither party may assign, pledge, or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the other party. Nothing herein shall prevent the DEPARTMENT from delegating its duties hereunder, but such delegation shall not release the DEPARTMENT from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby, except for the agreements of the parties contained in Exhibit "C," the Interchange Agreement.

24. By their signatures below, the parties hereby acknowledge the receipt, adequacy, and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The DEPARTMENT shall ensure all of its contractors providing services hereunder promptly indemnify, defend, save and hold harmless CFX and all of CFX's officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to services to be provided pursuant to this Agreement or any breach of this Agreement caused by such contractors including, without limitation, performance of the Project within CFX's right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by any DEPARTMENT contractor and such contractors' respective officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the DEPARTMENT, or any of its contractors or the respective officers, agents, employees or representatives of each will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of CFX or any of its officers, agents or employees. The DEPARTMENT shall notify CFX in writing immediately upon becoming aware of such liabilities. The DEPARTMENT's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities given by any DEPARTMENT contractor in connection with the Project shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect CFX and such insurance coverage shall not be deemed a limitation of the indemnities to CFX set forth in this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

30. The DEPARTMENT shall expressly require any contractors or subcontractor performing work or providing services to utilize the U.S. Department of Homeland

Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the contract term.

31. The DEPARTMENT shall ensure and cause the Improvements constructed within CFX right-of-way, as a part of the work shown on Exhibit "A" attached hereto, to be maintained at all times during construction and following completion of the Project. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

CONTACT INFORMATION

To CFX:

Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

With Copy to:

General Counsel
Central Florida Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807
With Additional Copy to:

_____, Esq.
Central Florida Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807

To Department:

Chief Financial Officer
Florida's Turnpike Enterprise
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

IN WITNESS WHEREOF, CFX and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____[Seal]

PRINTED NAME: _____

TITLE: _____

DATE: _____, 2014

ATTEST: _____[Seal]

Executive Secretary

Legal Review:

BY: _____

General Counsel

**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION**

BY: _____ [Seal]
Executive Director & Chief Executive Officer, Florida's Turnpike Enterprise

DATE: _____, 2014

ATTEST: _____ [Seal]
Executive Secretary

Legal Review:

BY: _____
Legal Counsel

EXHIBIT A

FPID 243017-1-52-01

PROPOSED SR 417 / TURNPIKE INTERCHANGE PLANS

[TO BE PROVIDED BY DEPARTMENT]

EXHIBIT B

FPID 243017-1-52-01

**PROPOSED SR 417 / TURNPIKE INTERCHANGE PLANS
WITHIN CFX RIGHT OF WAY ONLY**

[TO BE PROVIDED BY DEPARTMENT]

EXHIBIT C

EXECUTED INTERCHANGE AGREEMENT

**AGREEMENT BETWEEN THE FLORIDA TURNPIKE ENTERPRISE
AND THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
FOR THE CENTRAL FLORIDA GREENEWAY (S.R. 417)
INTERCHANGE WITH FLORIDA'S TURNPIKE**

This Agreement is made and entered into this 14th day of July, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate agency of the State of Florida, its successors and assigns (hereinafter referred to as the "AUTHORITY") and FLORIDA'S TURNPIKE ENTERPRISE, a state agency of the State of Florida, its successors and assigns (hereinafter referred to as "FTE").

WHEREAS, FTE owns and operates the Turnpike System, a system of limited access toll roads including Florida's Turnpike (S.R. 91); and

WHEREAS, the AUTHORITY operates the Orlando-Orange County Expressway System, a system of limited access toll roads; and

WHEREAS, pursuant to Chapter 348, Florida Statutes, the AUTHORITY has constructed the Central Florida Greenway (S.R. 417), as part of the Orlando-Orange County Expressway System; and

WHEREAS, FTE and the Authority have envisioned an interchange between S.R. 91 and S.R. 417 (the "Interchange" or "Interchange Project") (see Location Map attached as Exhibit "A") to benefit the traveling public and facilitate the interconnection of the FTE's Turnpike System with the AUTHORITY's Expressway System; and

WHEREAS, the Interchange is the subject of FTE's Project Concept Report for the S.R. 417 Interchange dated January 2002; and

WHEREAS, the AUTHORITY is willing to contribute to the development of the Interchange as more fully described herein; and

WHEREAS, as part of its contribution, the AUTHORITY is willing to design, bid and construct a ramp from southbound S.R. 417 to southbound S.R. 91, a ramp from northbound S.R. 91 to northbound S.R. 417 and associated stormwater ponds and facilities (the "Authority Ramps"); and

WHEREAS, the AUTHORITY will be constructing the Authority Ramps including certain parts of the Authority Ramps which will be on the Turnpike System in order to coordinate construction of the intersection between the two (2) limited access facilities; and

WHEREAS, the AUTHORITY and FTE desire to formalize the terms and conditions for the maintenance and repair of the roadways, bridges, interchange ramps, storm water ponds and

utilities related to the Interchange (sometimes collectively referred to herein as the "Facilities").

NOW THEREFORE, in consideration of the mutual benefits and conditions, promises and covenants hereinafter set forth, and for other good and valuable consideration acknowledged hereto by the parties, the parties agree as follows:

1. **The Authority's Contribution and Construction of Portions of the Interchange.** The AUTHORITY agrees to design, bid and construct the Authority Ramps (Ramp B1 and Ramp D2 as depicted for demonstrative purposes only on the single line diagram attached hereto as Exhibit "B") and upon completion shall cause all portions of the Authority Ramps constructed on FTE's right of way to be turned over to FTE, to be owned, operated and maintained as part of the Turnpike System. The cost and expenses of design, bid and construction of the Authority Ramps shall be borne by the AUTHORITY.

As part of its contribution, the AUTHORITY has created and the FTE has approved a preliminary design of the entire Interchange to establish the geometry and connections of the Interchange components. The preliminary design of the Interchange is substantially in the location and configuration identified in Exhibit "B" attached to this Agreement.

A. **Design.** The Interchange Project has been designed and will be constructed in accordance with FTE and the AUTHORITY's Construction Agreement for Interchange Project # 417-304, dated _____, 2013.

B. **Right of Way.** All Interchange right of way shall remain in its current ownership structure and the parties shall continue to own their respective right of way. Upon completion, all portions of the Authority Ramps constructed on FTE right of way will be turned over to FTE, to be owned, operated and maintained as part of the Turnpike System.

C. **Lighting.** As part of its design and construction of the Authority Ramps, the AUTHORITY has included lighting and has coordinated the provision of power and metering to the lighting. Upon completion of construction, the lighting that is located on FTE's right of way will be turned over to FTE as part of the Facilities to be owned, operated and maintained as part of the Turnpike System. The power and metering of the lighting will include independent load centers that allow operation and maintenance of the lighting to match the maintenance limits of the Interchange.

D. **Environmental Permitting.** The Interchange is a named project in the Central Florida Beltway Mitigation Act and as such the Department of Environmental Protection credits have already been identified as being available to this project. For the purpose of the AUTHORITY's design, bidding and construction of the Authority Ramps, the AUTHORITY agrees to be the named permittee for the necessary permits related to the Interchange. The AUTHORITY will be responsible for the development, application, completion and cost of the permits for the Authority Ramps.

E. **Warranties.** The AUTHORITY shall be responsible to cause and enforce warranties that all materials used in the project shall be new and that work will be of good quality and free from faults or defects in design, material or workmanship. For a period of 1 year after opening of traffic to the Interchange, the AUTHORITY shall be responsible for removing and correcting all faults or defects in design, material and workmanship within a reasonable time after written notice. The provisions of this section will not be enforced if such faults or defects are determined to occur as a result of "Acts of God" or "Force Majeure." For latent defects discovered 1 year after the Interchange opens for traffic, each party will be responsible for prosecuting their own claims to recover for the defects that implicate their portions of the project. The AUTHORITY will provide any assignments of claims to FTE if necessary or for FTE to prosecute any claims related to latent defects.

F. **Inspection Prior to Acceptance/Quality Assurance.** At a time mutually acceptable to the parties, but at a minimum 30 days prior to the transfer of the portion of the Authority Ramps on FTE's right of way to FTE, FTE will conduct an inspection of the Authority Ramps. If upon inspection, it is determined that the Authority Ramps were not constructed in accordance with the approved plans and specifications including any changes thereof approved by FTE during construction, or the Authority Ramps are in need of repairs, the AUTHORITY will make any necessary changes or repairs at the AUTHORITY'S expense to conform the Authority Ramps to the approved plans and specifications.

2. **Post Construction Responsibilities.**

A. **Stormwater Facilities.** The Interchange has been designed with common stormwater ponds serving both FTE's and the AUTHORITY's portions of the Interchange. The parties agree that the parties will execute a Joint Use Pond Agreement in substantially the same form as Exhibit "C" attached hereto. Stormwater treatment will be limited to the Interchange area and adjacent FTE Mainline area only.

B. **Maintenance, Repair and Operation of Facilities.** Pursuant to the provisions of Section 335.0415 and Section 337.29, Florida Statutes, the allocation of maintenance responsibilities between the AUTHORITY and FTE as to the Facilities is set forth on Exhibit "D" attached hereto. The party allocated such maintenance responsibility therein is referred to in this Paragraph as the "Responsible Party." The Responsible Party shall, at the Responsible Party's sole cost and expense, operate, maintain, repair and replace as needed, from time to time, to keep the Facilities allocated to such Responsible Party in good and workmanlike condition and repair in accordance with the Responsible Party's operational standards and guidelines. Without limiting the foregoing, FTE shall be responsible for mowing and maintenance of all turf and landscaping within the non-hatched limited access right of way of the interchange as described in Exhibit "D" to the Interchange Agreement and as shown in Exhibits "B" and "C" to the Joint Use Pond Agreement.

In performing such operation, maintenance, repair or replacement, the Responsible Party shall not damage or interfere with the operation of those facilities allocated to the other party

herein. The AUTHORITY and FTE hereby grant each to the other all such licenses and rights of access reasonably necessary to allow the Responsible Party to perform maintenance, repair or replacement of the Facilities allocated to the Responsible Party, including, without limitation, the right to enter upon the property of the granting party for the purpose of maintenance, repair or replacement of such Facilities; provided, however, the Responsible Party shall exercise such rights at reasonable times and in a reasonable manner, so as to avoid, to the extent reasonably practicable, any disruption of or interference with the quiet enjoyment of the granting party's property. If the Responsible Party causes any damage to the Facilities or property of the granting party, the Responsible Party, at its cost and expense, shall promptly repair such damage.

3. **Notices/Service of Process.** All notices, certificates or other communications shall be sufficiently given and shall be deemed given when hand-delivered, mailed by registered or certified mail, postage prepaid, return receipt required, or overnight courier service with guaranteed next day delivery to the parties at the following addresses:

To FTE:

Chief Financial Officer
Florida's Turnpike Enterprise
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

To the AUTHORITY:

Max D. Crumit, P.E.
Executive Director
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

With Copy to:

General Counsel
Orlando-Orange County Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807

With Additional Copy to:

Robert L. Simon, Jr., Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

Either of the above parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other, designation of further or different addresses shall be deemed given on the date such notice is delivered by hand by national receipted overnight delivery service (e.g. Federal Express) or three days after the date mailed in the United States Mail, return receipt requested.

4. **Jurisdiction and Venue.** The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state or local, and further agree that exclusive venue shall lie in Leon County, Florida.

5. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7. **Public Records Law.** The parties shall allow public access to all documents, papers, letters or other materials made or received in conjunction with this Agreement and the performance thereof, in accordance with the provisions of Chapter 119, Florida Statutes.

8. **No Contingent Fees.** The parties warrant that they have not employed or obtained any company or person, other than their respective bona fide employees to solicit or to secure this Agreement and that they have not paid or agreed to pay any company, corporation, individual or firm, other than bona fide employees to solicit or secure this Agreement.

9. **Applicable Law.**

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

B. The AUTHORITY agrees to administer the Interchange in accordance with the laws which govern FTE, including but not limited to Chapters 287 and 337, Florida Statutes.

10. **Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11. **Assignment.** This agreement may not be assigned without the written consent of the parties.

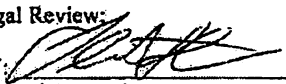
12. **Recordation.** This Agreement may be recorded in the Official Records of Orange County.

IN WITNESS WHEREOF, the parties have caused these present to be executed the day and year first above written.

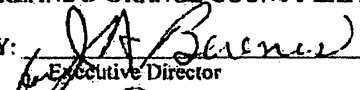
**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION**

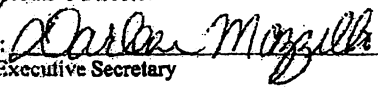
BY: 
Executive Director & Chief Executive Officer, Florida's Turnpike Enterprise

ATTEST: 
Executive Secretary


Legal Review:
BY: 
Legal Counsel

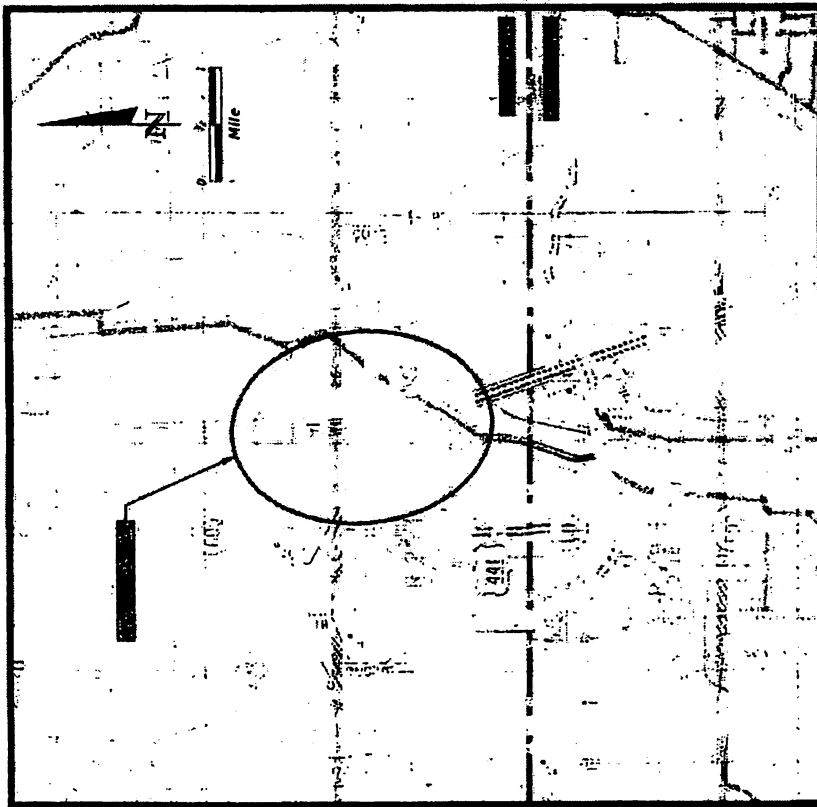
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

BY: 
Executive Director

ATTEST: 
Executive Secretary

Legal Review:

BY: 
General Counsel



LOCATION MAP

EXHIBIT "A"

to Interchange Agreement

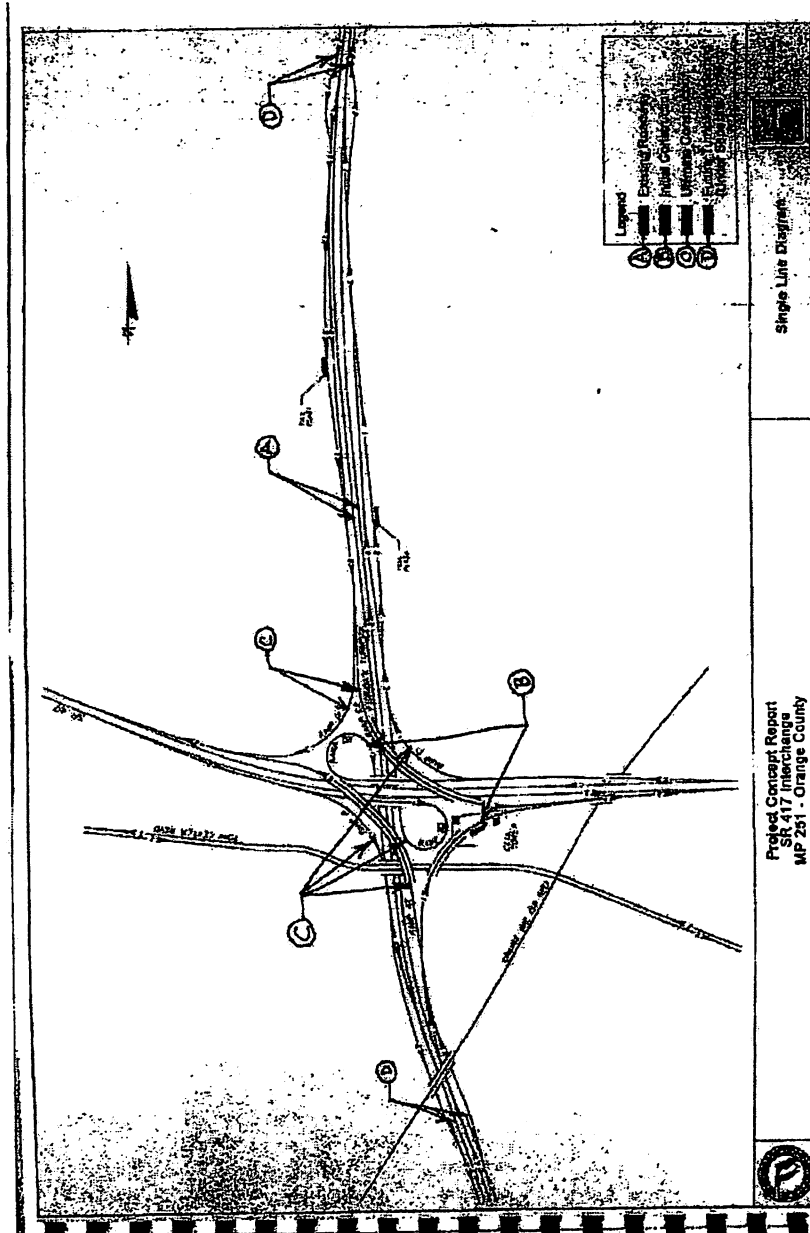


EXHIBIT "B"
to Interchange Agreement

**This Document Prepared By
and Should Be Returned To:**

**Robert L. Simon, Jr., Esq.
Winderwee, Haines, Ward
& Woodman, P.A.
P.O. Box 880
Winter Park, Florida 32790-0880**

JOINT USE POND AGREEMENT

THIS JOINT USE POND AGREEMENT is executed this 14th day of July, 2013, by ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida (the "OOCEA"), and FLORIDA'S TURNPIKE ENTERPRISE, a state agency of the State of Florida, its successors and assigns ("FTE") (the OOCEA and FTE may hereinafter be collectively referred to as the "Parties").

RECITALS:

In connection with the construction of an interchange between S.R. 91 and S.R. 417 (the "Interchange"), OOCEA constructed (or is constructing) storm water retention ponds occupying real property owned by the OOCEA and the FTE, as generally depicted on Exhibit "A" attached hereto and made a part hereof (the "Joint Use Ponds"); and

OOCEA owns and is utilizing Pond 5 for Central Florida Greenway (S.R. 417) and Interchange drainage and to accommodate drainage from portions of the Interchange owned and maintained by the FTE; and

FTE owns (or will own) and is utilizing Ponds 1, 4A, 4B, 4C, 6 and 7 for S.R. 91 and Interchange drainage and to accommodate drainage from portions of the Interchange owned and maintained by the OOCEA; and

The FTE and the OOCEA desire to obtain from, and grant licenses to each other for the joint use of the Joint Use Ponds as described below; and

The Parties have made and entered into this Joint Use Pond Agreement (the "Agreement") to grant the licenses contemplated herein subject to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, and the covenants and promises of the Parties hereto, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, it is thereupon understood and agreed as follows:

1. **Recitals.** That all of the foregoing recitals contained in this Agreement are true and correct and are incorporated herein by this reference.

2. **OOCEA Grant of License to FTE.** OOCEA hereby grants to FTE, its successors, and assigns, and its employees, contractors, and agents, a limited, perpetual, non-exclusive license to discharge storm water from the limited access right-of-way of Florida's Turnpike (S.R. 91) Ramp D1 and Ramp A2 into OOCEA Pond 5. The license granted herein is only for storm water originating from Ramp D1 and Ramp A2 of the Interchange and for no other purpose(s) without the express written consent of the OOCEA. The amount of such storm water discharge shall be limited to that generated by Ramp D1 and Ramp A2 of the Interchange. Nothing herein shall grant FTE, the general public, or the owner or occupant of any lands any right, easement, or privilege in or use of OOCEA Pond 5 other than the limited license specifically granted to FTE as set forth herein. Notwithstanding anything herein to the contrary, the OOCEA retains the right to reasonably reshape, reconstruct, renovate, or otherwise modify OOCEA Pond 5 so long as FTE's ability to discharge storm water to the OOCEA Pond 5 under the terms of this Agreement is not disrupted. FTE shall be responsible, at its expense, for damage resulting from the negligent acts or omissions of FTE or its agents in the exercise of the license granted to FTE herein. Notwithstanding the foregoing, nothing contained herein shall constitute a waiver by FTE of its sovereign immunity protections under Section 768.28, Florida Statutes.

3. **FTE Grant of License to OOCEA.** FTE hereby grants to OOCEA, its successors, and assigns, and its employees, contractors, and agents, a limited, perpetual, non-exclusive license to discharge storm water from the limited access right-of-way of the Central Florida Greenway (S.R. 417) Mainline and portions of Ramp A1, Ramp A2, Ramp B1, Ramp B2, Ramp C1, Ramp C2, Ramp D1, and Ramp D2 into FTE Ponds 1, 4A, 4B, 4C, 6 and 7. The license granted herein is only for storm water originating from S.R. 417 Mainline and portions of Ramp A1, Ramp A2, Ramp B1, Ramp B2, Ramp C1, Ramp C2, Ramp D1, and Ramp D2 of the Interchange and for no other purpose(s) without the express written consent of the FTE. The amount of such storm water discharge shall be limited to that generated by S.R. 417 Mainline and portions of Ramp A1, Ramp A2, Ramp B1, Ramp B2, Ramp C1, Ramp C2, Ramp D1, and Ramp D2 of the Interchange. Nothing herein shall grant OOCEA, the general public, or the owner or occupant of any lands any right, easement, or privilege in or use of FTE Ponds 1, 4A, 4B, 4C, 6 and 7 other than the limited license specifically granted to OOCEA as set forth herein. Notwithstanding anything herein to the contrary, the FTE retains the right to reasonably reshape, reconstruct, renovate, or otherwise modify FTE Ponds 1, 4A, 4B, 4C, 6 and 7 so long as OOCEA's ability to discharge storm water to the FTE Ponds 1, 4A, 4B, 4C, 6 and 7 under the terms of this Agreement is not disrupted. The OOCEA shall be responsible, at its expense, for damage resulting from the negligent acts or omissions of OOCEA or its agents in the exercise of the license granted to OOCEA herein. Notwithstanding the foregoing, nothing contained herein shall constitute a waiver by OOCEA of its sovereign immunity protections under Section 768.28, Florida Statutes.

4. **Interim Maintenance Responsibilities.** During the development of the Interchange (the "Interim Phase"), the OOCEA shall maintain, at its expense, the portions of the interchange as generally depicted on Exhibit "B" attached hereto, so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements. Otherwise, FTE, at its expense, shall maintain, repair, and replace, as necessary, all portions of Interchange lying outside the area depicted on Exhibit "B" so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements. Each party is responsible for their contributing storm water, conveyance and associated appurtenances, including, but not limited to the pipes, inlets and discharge points into the Joint Use Ponds.

5. **Ultimate Maintenance Responsibilities.** At the completion of development of the Interchange (the "Ultimate Phase"), the OOCEA shall maintain, at its expense, the portions

of the interchange as generally depicted on Exhibit "C" attached hereto, so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements. Each party is responsible for their contributing storm water, conveyance and associated appurtenances, including, but not limited to the pipes, inlets and discharge points into the Joint Use Ponds. Otherwise FTE, at its expense, shall maintain, repair, and replace, as necessary, all portions of Interchange lying outside the area depicted on Exhibit "C" so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements.

Neither the FTE nor the OOCEA shall have an obligation to maintain any portion of the other's storm water drainage system unless there is a failure to maintain the storm water drainage system and therefore the FTE or OOCEA is entitled to do so to assure the functionality of its own drainage system.

6. **Permits and Compliance.** FTE agrees that all storm water discharges which are the subject of the license granted above shall comply with all applicable local, state, or Federal code, law, statute, rule, or requirement, including but not limited to the terms and conditions of that certain Environmental Resources Permit (the "ERP") bearing Florida Department of Environmental Protection (the "FDEP") File No. 48-0317167-001. Furthermore, FTE shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or Federal code, law, statute, rule or requirement to be discharged or released into or upon the OOCEA Pond 5.

OOCEA agrees that all storm water discharges which are the subject of the license granted above shall comply with all applicable local, state, or Federal code, law, statute, rule, or requirement, including but not limited to the terms and conditions of that certain Environmental Resources Permit (the "ERP") bearing Florida Department of Environmental Protection (the "FDEP") File No. 48-0317167-001. Furthermore, OOCEA shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or Federal code, law, statute, rule or requirement to be discharged or released into or upon the FTE Ponds 1, 4A, 4B, 4C, 6 and 7.

In the event of an accident or emergency that creates, or may create a hazardous condition under any local, state, or Federal code, law, statute, rule or requirement, either the FTE or the OOCEA may initiate repairs, clean up or remediation to and on the other party's storm water drainage system to limit or eliminate the hazardous condition. The party doing the repairs, clean up or remediation to or on the other party's storm water drainage system is entitled to reimbursement for the cost of the repairs, clean up or remediation undertaken on the portions of the interchange lying outside of their ultimate maintenance responsibility limits as generally depicted on Exhibit "C."

The OOCEA and FTE hereby grant each to the other all such licenses and rights of access reasonably necessary to allow the other party to initiate repairs, clean up or remediation to and on the other party's storm water drainage system to limit or eliminate a hazardous condition, including, without limitation, the right to enter upon the other's property.

7. **Modification.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto.

8. **Successors and Assigns.** All obligations of the Parties hereunder shall be

binding upon their respective successors-in-title and assigns; provided the covenants and obligations herein are only enforceable against the Parties or successors-in-title, as the case may be, owning title to the respective properties at the time any liability or claim arising under this Agreement shall have accrued, it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released from any liability hereunder, as to the property conveyed, for any breach of this Agreement, or claim arising under this Agreement, accruing after the date of such conveyance. The license set forth in this Agreement shall be perpetual.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

10. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered; transmitted electronically (i.e., by facsimile device); within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To FTE:

Chief Financial Officer
Florida's Turnpike Enterprise
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

To the OCEA:

Max D. Crumit, P.E.
Executive Director
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

With Copy to:

General Counsel
Orlando-Orange County Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807

With Additional Copy to:

Robert L. Simon, Jr., Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

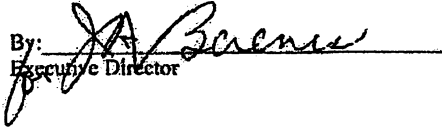
11. **Recordation.** This Agreement may be recorded in the Official Records of Orange County.

12. **Effective Date.** The effective date of this Agreement (the "Effective Date") shall be the latter of the dates when each of the Parties has properly executed this Agreement as determined by the dates set forth immediately below their respective signatures.

IN WITNESS WHEREOF, the OOCEA and FTE have signed and sealed these presents effective as of the day and year first above written.

"OOCEA"

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

By: 
Executive Director

APPROVED AS TO FORM AND FOR
EXECUTION BY A SIGNATORY OF
THE ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

Legal Counsel: Winderweedle, Haines, Ward
& Woodman, P.A.

By: 

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County aforesaid to take acknowledgments, personally appeared Joseph A. Berenis, as Deputy Exec. Dir. ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, who is personally known to me, or provided _____ as identification, and that he acknowledged executing the same on behalf of the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in me by the State of Florida.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of July, 2013.



(Signature of Notary Public) Darleen Mazzillo

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No. EE 879498

My commission expires: 3/23/17

"FTE"

FLORIDA'S TURNPIKE ENTERPRISE

BY: [Signature]
Executive Director & Chief Executive Officer,
Florida's Turnpike Enterprise

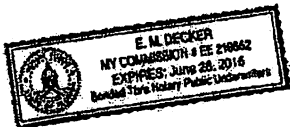
ATTEST: [Signature]
Executive Secretary

Legal Review: [Signature]
BY: [Signature]
Legal Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County aforesaid to take acknowledgments, personally appeared DIPRE SCOCERTI, as District Secretary, FLORIDA'S TURNPIKE ENTERPRISE, who is personally known to me, or provided _____ as identification, and that he acknowledged executing the same on behalf of FLORIDA'S TURNPIKE ENTERPRISE, in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in me by the State of Florida.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of JULY, 2013.



E. M. Decker
(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. _____
My commission expires: _____

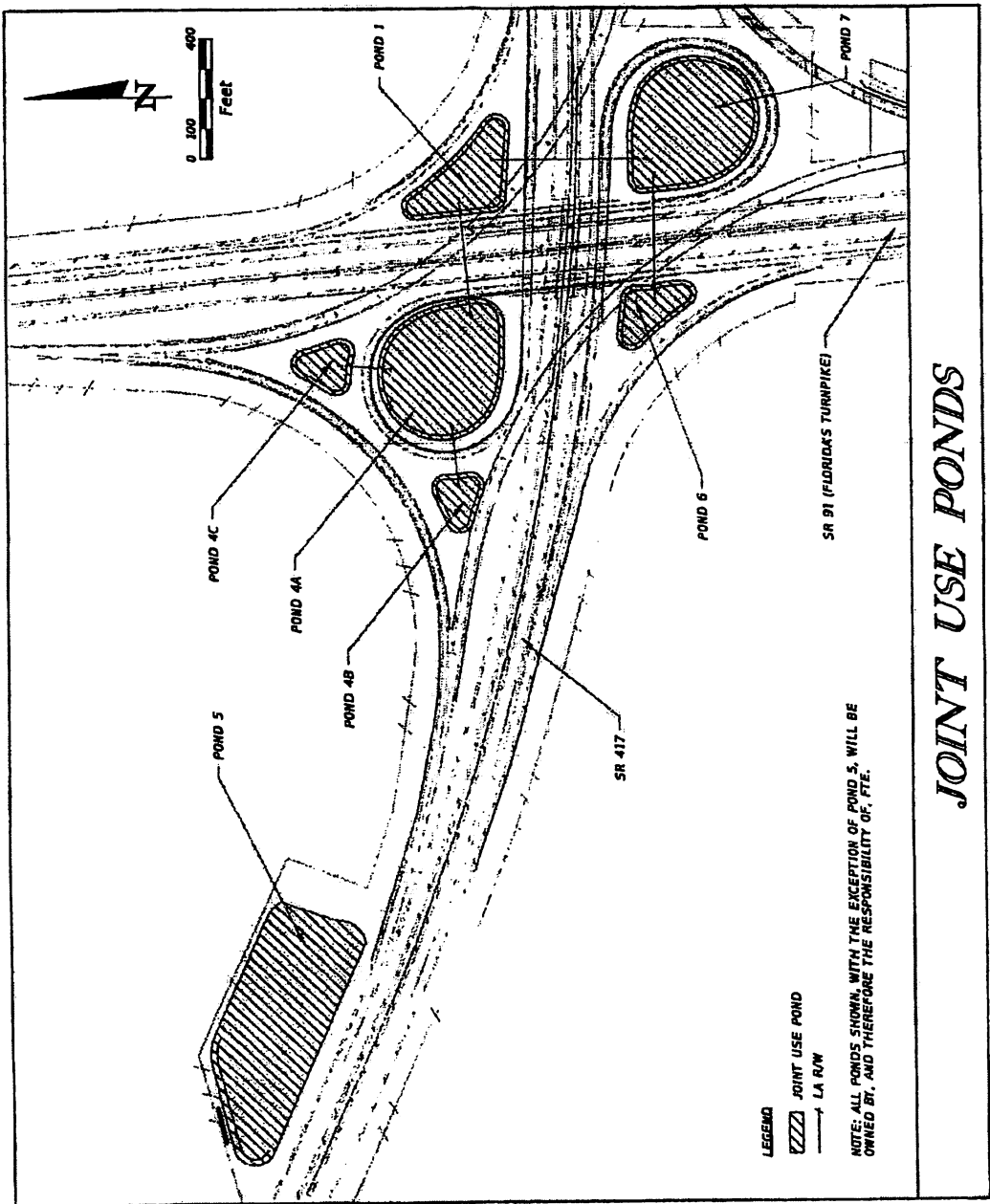


EXHIBIT "A" to Joint Use Pond Agreement

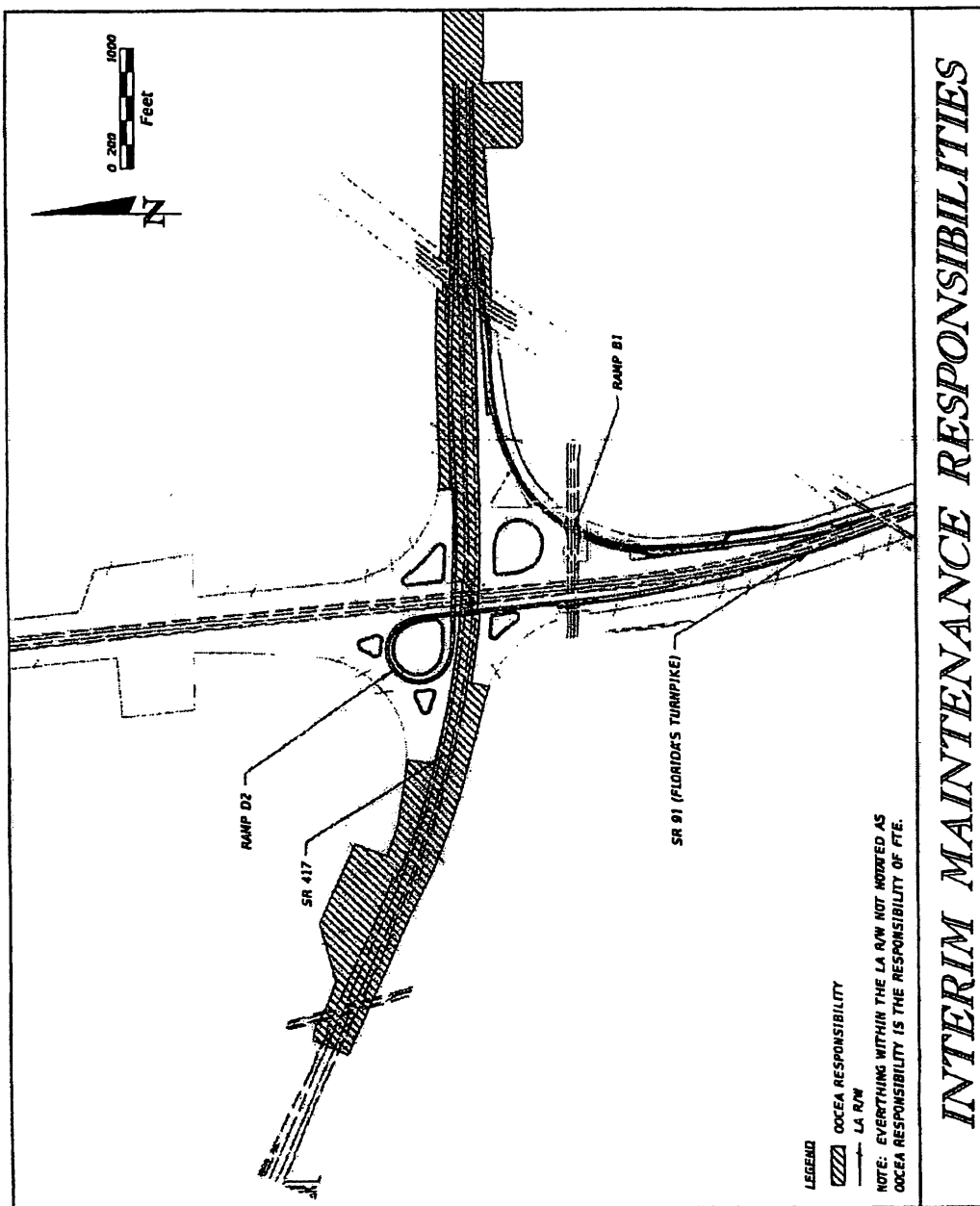


EXHIBIT "B" to Joint Use Pond Agreement

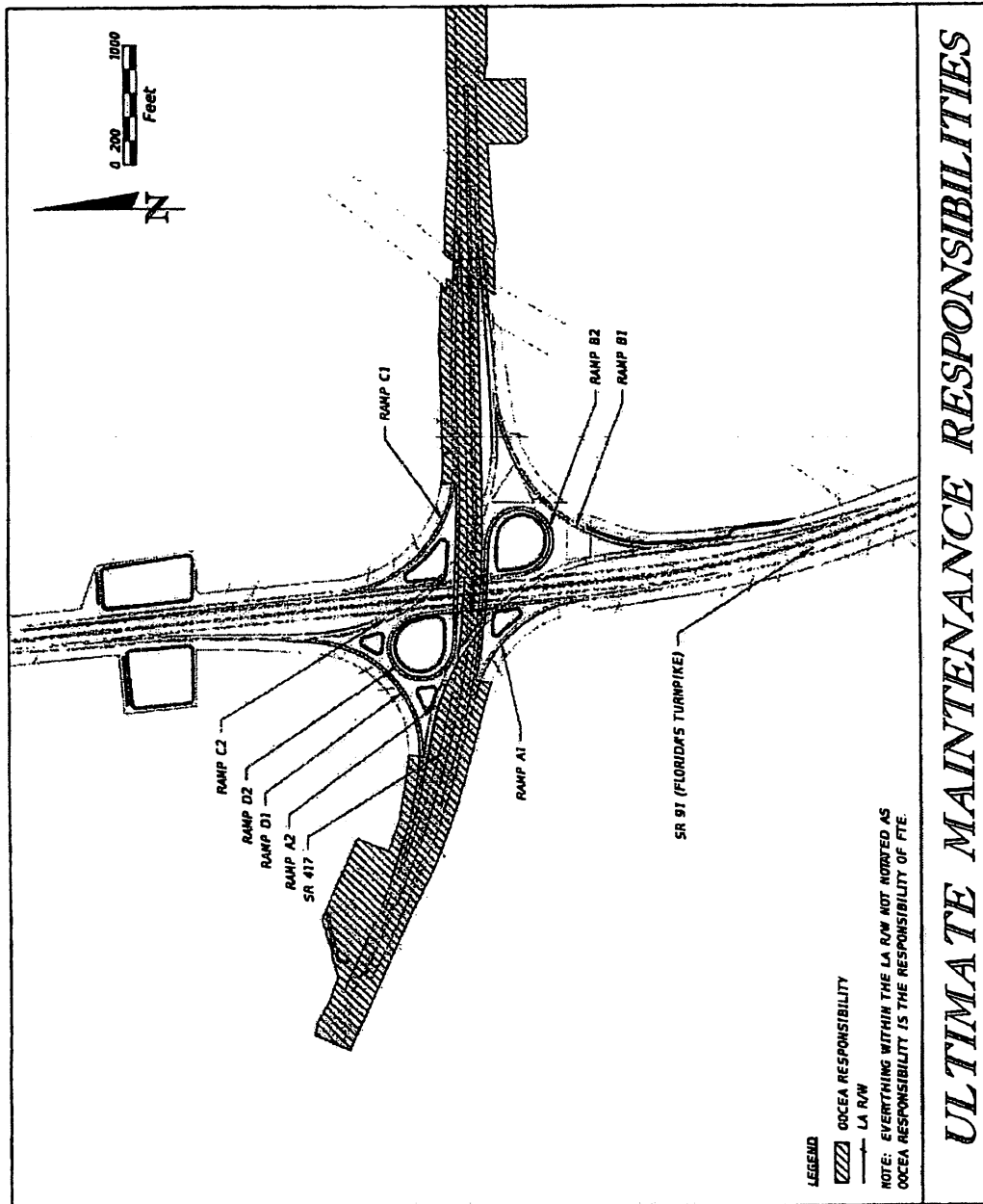


EXHIBIT "C" to Joint Use Pond Agreement

Maintenance Responsibilities

1. **Interim Maintenance Responsibilities.** During the development of the Interchange (the "Interim Phase"), the OOCEA shall maintain, at its expense, the portions of the interchange as generally depicted on Sketch "1" attached hereto, so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements. Otherwise, FTE, at its expense, shall maintain, repair, and replace, as necessary, all portions of Interchange lying outside the area depicted on Sketch "1" so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements.

2. **Ultimate Maintenance Responsibilities.** At the completion of development of the Interchange (the "Ultimate Phase"), each party shall maintain, at its expense, the portions of the interchange as generally depicted described in Section 3 below and generally depicted on Sketch "2" attached hereto, so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements.

3. Roadways and Bridges

(a) FTE Responsibilities

FTE shall be responsible for all pavement, bridges, approach slabs, drainage (including cross drains, inlets, storm sewers to ponds and ditches), retaining walls, guardrail, attenuators, grassing, slopes, regulatory signs, guide signs including sign structures, roadway lighting etc. associated with the following ramps and limits described below:

(i) Ramp A1

From the gore at Ramp B2 to the gore at Ramp D2

(ii) Ramp A2

From the Turnpike mainline to the gore at Ramp D1; including the flyover bridge over Town Center Boulevard, Turnpike mainline and SR 417

(iii) Ramp B1 (interim)

From the Turnpike mainline to the western limits of the west approach slab for Ramp B1 / Ramp C2 bridge over Orange Avenue; including bridge(s) over Town Center Boulevard and Cell Tower Access Road

(iv) Ramp B1 (ultimate)

From the gore at Ramp A2 to the western limits of the west approach slab for Ramp B1 / Ramp C2 bridge over Orange Avenue; including bridge(s) over Town Center Boulevard and Cell Tower Access Road

(v) Ramp B2

From the eastern limits of the east approach slab for Ramp B2 bridge over Turnpike mainline to the gore at Ramp C1

(vi) Ramp C1

From the gore at Ramp D2 to the Turnpike mainline

(vii) Ramp C2

From the Turnpike mainline to the western limits of the west approach slab for Ramp B1 / Ramp C2 bridge over Orange Avenue; including the flyover bridge over Turnpike Mainline and SR 417

(viii) Ramp D1

From the gore at Ramp C2 to the gore at Ramp A2

(ix) Ramp D2

From the western limits of the west approach slab for Ramp D2 bridge over Turnpike mainline to the Turnpike mainline

(b) Authority Responsibilities

The Authority shall be responsible for all pavement, bridges, approach slabs, drainage (including cross drains, inlets, storm sewers to ponds and ditches), retaining walls, guardrail, attenuators, grassing, slopes, regulatory signs, guide signs including sign structures, roadway lighting etc. associated with the following ramps and limits described below:

(i) Ramp A2

From the gore at Ramp D1 to SR 417

(ii) Ramp B1

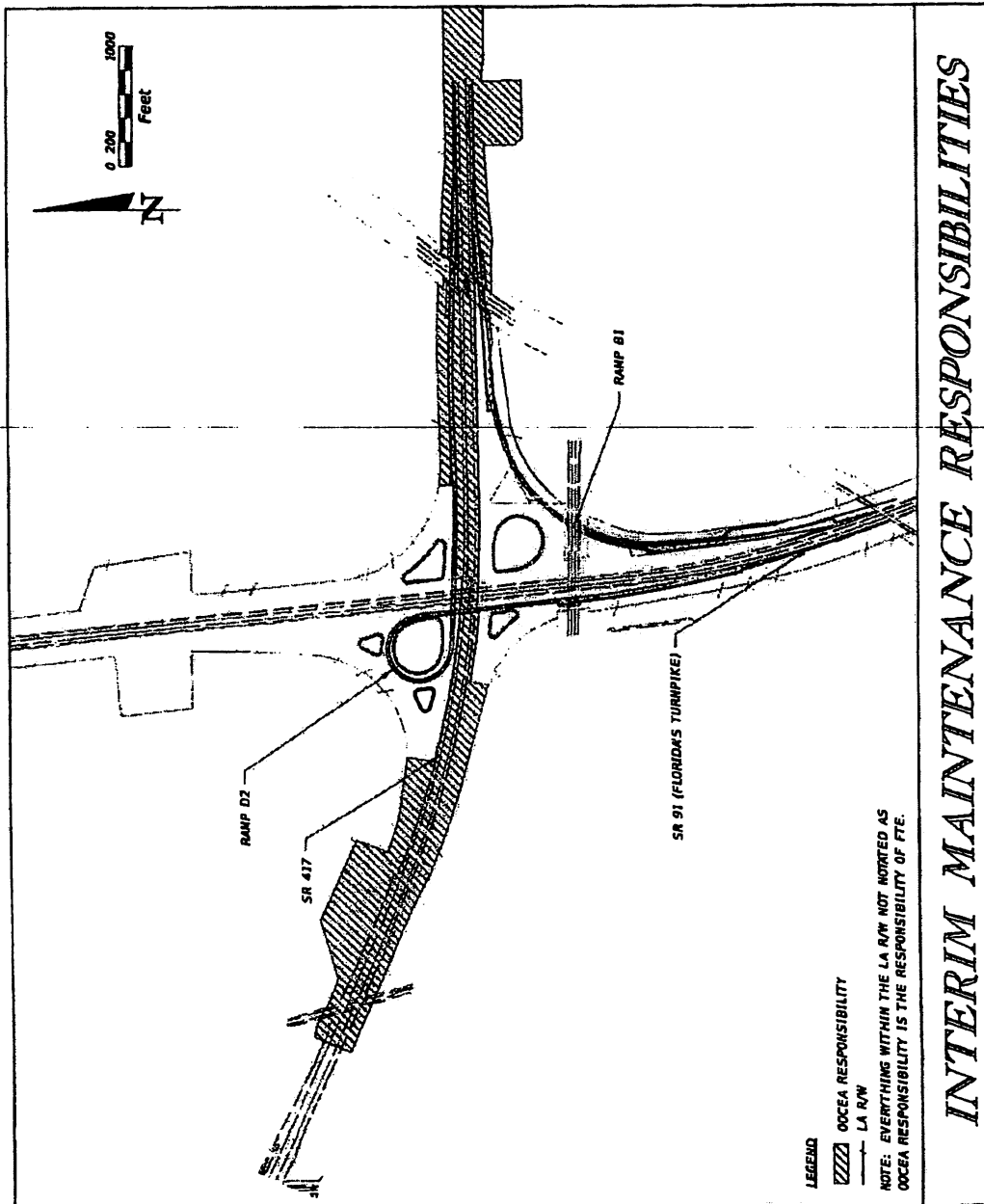
From the western limits of the west approach slab for Ramp B1 / Ramp C2 bridge over Orange Avenue to SR 417; including bridge over Orange Avenue

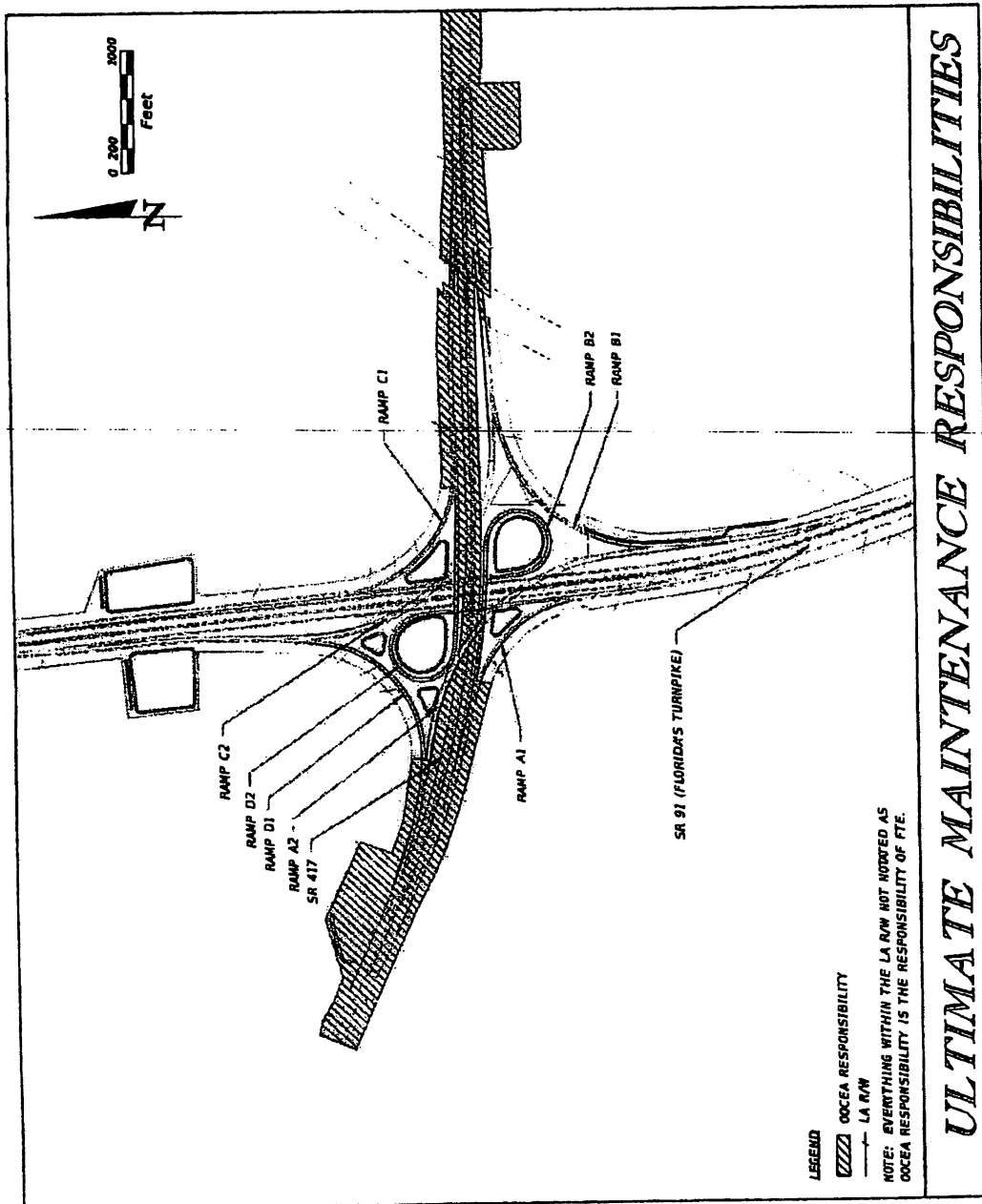
(iii) Ramp B2

From the gore at SR 417 to the eastern limits of the east approach slab for Ramp B2 bridge over Turnpike mainline; including bridge over Turnpike mainline

(iv) Ramp D2

From SR 417 to the western limits of the west approach slab for Ramp D2 bridge over Turnpike mainline; including bridge over Orange Avenue and bridge over Turnpike mainline

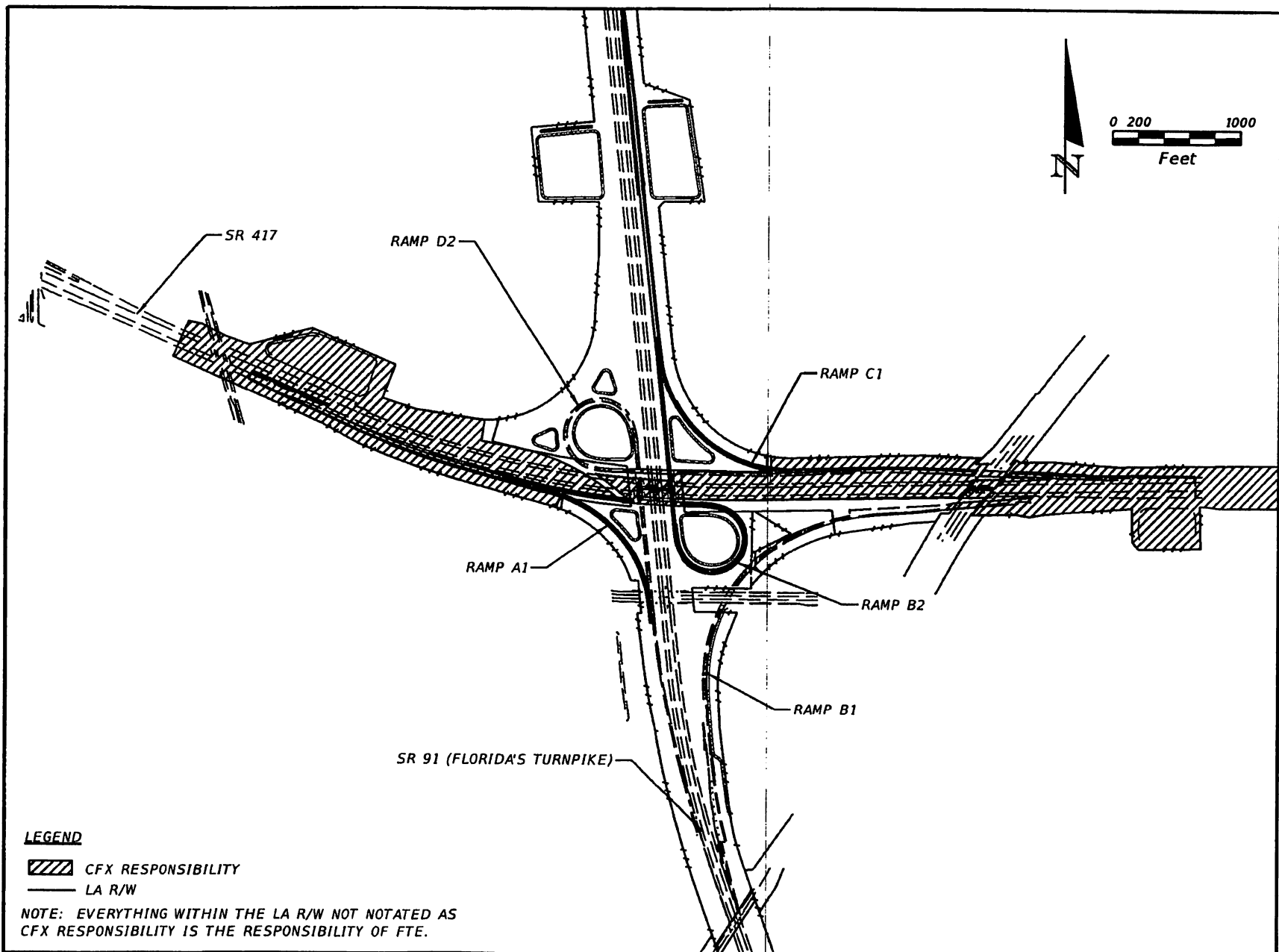




Page 5 of 5 - Ex D to Interchange Agreement
 Sketch 2

EXHIBIT D

Sketch of Interim Maintenance Responsibilities



INTERIM PHASE 1A MAINTENANCE RESPONSIBILITIES