

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

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Telephone (407) 423-4246  
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**MEMORANDUM**

**To:** Central Florida Expressway Authority Board Members  
**From:** James Edward Cheek, III, Right of Way Counsel *HAO*  
**Subject:** Utility Relocation Agreement between CFX and Duke Energy Florida, LLC, for relocation of Duke Energy's Transmission and Distribution Facilities for the Wekiva Parkway Project 429-205, Parcel 291  
**Date:** April 25, 2016

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Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of the Utility Relocation Agreement ("Utility Relocation Agreement") between Duke Energy Florida, LLC ("Duke Energy") and the Central Florida Expressway Authority ("Authority") for relocation of Duke Energy's Transmission facilities in the S.R. 429-205 corridor, Parcel 291 (the "Project"). A copy of the proposed Utility Relocation Agreement is attached for your review.

**BACKGROUND**

The design and construction of the Project require the relocation of a portion of Duke Energy's transmission facilities located within or near the Authority's limited access right-of-way line for S.R. 429-205, at Parcel 291. The purpose of the Utility Relocation Agreement is to facilitate the relocation, identify the reimbursable expenses of Duke Energy, and coordinate the construction responsibilities of Duke Energy as it relates to the Authority's construction schedule for the Project.

When Duke Energy's facilities that must be relocated for the Project are located in a valid identifiable easement, the Authority is required to pay for the acquisition of replacement easements, as well as the relocation of these facilities. The Authority is generally responsible for reimbursing Duke Energy for its relocation costs associated with the Project. These relocation costs include engineering costs, construction costs, materials, labor, equipment, etc.

The Utility Relocation Agreement identifies Duke Energy's reimbursable cost estimates for the transmission facilities. The Authority will be responsible for its share of the actual costs associated with the relocation, as identified in the agreement.

Duke Energy has estimated the actual cost to the Authority for relocation of Duke's transmission facilities as not to exceed \$1,977,550.63. Should the actual costs exceed the above estimates by more than 10%, the Utility Relocation Agreement requires Duke Energy to submit a request for prior approval in writing, setting forth the amount of such additional costs and the changed conditions requiring the additional costs, and obtain the prior written agreement of the CFX before performing work, in order for CFX to become responsible for any additional reimbursement to Duke Energy for the additional amounts.

The estimates provided by Duke Energy incorporated into the Utility Relocation Agreement were reviewed by CH2MHill and determined to be within a reasonable range.

#### **REQUESTED ACTION**

The proposed Utility Relocation Agreement was approved by the Right of Way Committee on April 27, 2016. It is respectfully requested that this Board (1) approve the terms of the Utility Relocation Agreement between Duke Energy and the Authority; and (2) authorize the Executive Director to execute the Utility Relocation Agreement following satisfactory review by legal counsel. Agreement value: \$1,977,550.63.

#### **ATTACHMENTS**

Utility Relocation Agreement

Reviewed by: \_\_\_\_\_

*Joseph J. Lassiter*

Prepared By and Return to:

James Edward Cheek, III  
Winderweedle, Haines, Ward &  
Woodman, P.A.  
P.O. Box 880  
Winter Park, Florida 32790-0880

**S.R. 429-205 (PARCEL 291)**  
**UTILITY RELOCATION AGREEMENT**

This Utility Relocation Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, between the Central Florida Expressway Authority, a body politic and corporate, and an agency of the state, under the laws of the State of Florida ("CFX"), and Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy ("Duke Energy").

**RECITALS**

WHEREAS, Duke Energy is the holder of certain easement interests, written or prescriptive, located within the S.R. 429-205 corridor, as subordinated by that certain Subordination of Easement Agreement recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the public records of Orange County, Florida, a copy of which is attached hereto as Exhibit "A" (such interests referred to herein as the "Existing Easement"); and

WHEREAS, the Existing Easement encumbers certain lands owned by CFX that will be used for the construction, operation, maintenance, repair, and replacement from time to time of the parcel 291 of CFX Project 429-205; and

WHEREAS, the proposed construction and use of S.R. 429-205 and, specifically, parcel 291 located in that Project, requires that portions of the Existing Easements and the electric transmission and distribution facilities (collectively, the "Facilities") located therein be removed and relocated; and

WHEREAS, CFX is willing to replace Duke Energy's Existing Easement with a certain new easement, with the new easement being described as shown in Exhibit "B" to this Agreement; and

WHEREAS, CFX agrees to reimburse Duke Energy for the direct costs associated with relocation of its Facilities, subject to certain reimbursements and/or credits to CFX for portions of the Existing Easement, and certain time constraints (as identified herein).

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, CFX and Duke Energy agree as follows:

## CFX AGREEMENT TO REIMBURSE DUKE ENERGY

1. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Duke Energy will perform engineering services in coordination with CFX concerning CFX's Wekiva Parkway Project in Orange County, Florida (CFX PROJECT No. 429-205, the "Project") and Duke Energy's facilities affected or potentially affected by the Project. The engineering services performed for this project are defined as follows.

a. The engineering analysis and preparation of engineering plans for the relocation or adjustment of the existing overhead Duke Energy transmission facilities within the limits of the Wekiva Parkway SR 429, Project 429-205, which shall include the relocation of portions of the Piedmont-Sorrento 230kV transmission line, specifically poles PS-93 through PS-96.

b. The engineering analysis and preparation of engineering plans for the relocation or adjustment of the existing overhead Duke Energy distribution facilities within the limits of the Wekiva Parkway SR 429, Project 429-205.

c. The engineering analysis will also include soil borings, soil thermal properties and subsurface utility exploration.

d. The establishment of the placement location of any new facilities within new and existing easements.

e. The development of a schedule for finalization of design plans and permits.

f. The development of a schedule for procurement and for construction of all facilities, the procurement and construction schedules being contingent upon execution of this Agreement.

g. The establishment of a final construction cost estimate that includes all procurement costs.

h. The performance of the relocation construction activities scoped under this Agreement. The relocation construction activities scoped under this Agreement will start \_\_\_\_\_, 2016 and will be performed in accordance with the Utility Work Schedules attached hereto as Exhibit "C."

**3. Transmission Facilities:** At this time, it is estimated that the total actual cost associated with the relocation and adjustment of the Duke Energy transmission facilities will be \$1,977,550.63 as described in the Reimbursable Costs - Estimate Summary Sheet attached hereto as Exhibit "D." Subject to the limitations of the terms and conditions of this Agreement, CFX agrees to reimburse Duke Energy for the actual costs of the relocation and adjustment, not to exceed the amount of \$1,977,550.63. Any deviation by CFX or its contractor from the plans for the Project during construction may render this estimate null and void. Duke Energy is not responsible for events beyond its control that could not reasonably be anticipated and which could not be avoided with the exercise of due diligence at the time of occurrence. Should the total actual cost of the relocation and adjustment exceed ten (10) percent more than the original estimate of \$1,977,550.63 Duke Energy shall submit a request for prior approval in writing, setting forth the amount of such additional costs and the changed conditions requiring the additional costs, and obtain the prior

written agreement of the CFX before performing work, in order for CFX to become responsible to reimburse Duke Energy for the additional amounts.

#### **INVOICE PROCEDURES**

4. The following terms and conditions apply to all invoices submitted pursuant to this Agreement for reimbursement by CFX:

a. Duke Energy may at monthly intervals submit progress invoices for all actual costs incurred for the period covered by the invoice. All invoices shall be submitted in detail sufficient to identify the work performed during the invoice period.

b. All invoices for materials shall include sufficient backup data and information to establish compliance with Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, requiring that steel, iron, and manufactured products used in the relocation and adjustment be produced in the United States (“Buy America” compliance).

c. Duke Energy shall submit a final invoice to CFX for payment of all reimbursable costs within one hundred eighty (180) days after completion of the relocation.

d. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. All cost records and accounts shall be maintained in auditable condition for a period of five (5) years after final payment is received by Duke Energy and shall be subject to audit by a representative of the CFX at any reasonable time during this five year period.

e. Upon receipt of an invoice, CFX has twenty (20) days to approve the invoice or to return the invoice to Duke Energy for revisions or further documentation.

f. CFX shall pay properly and completely submitted invoices within the time frames set forth in the Florida Property Payment Act, Chapter 218.70-218.80, Florida Statutes, and the provisions of the Act shall apply. Invoices which have to be returned to Duke Energy because of Duke Energy’s preparation errors will result in a delay in the payment. The invoice payment requirements described above do not start until a properly completed invoice is provided to CFX. In the event of a bona fide dispute regarding an invoice, CFX shall provide a statement of the dispute and will authorize payment of the undisputed amount.

#### **TRANSFER OF EASEMENT INTERESTS**

5. If not already transferred, CFX will transfer the permanent utility easement interests to Duke Energy within ninety (90) days after it has made final payment to Duke Energy hereunder, or within (90) days after Duke Energy pay its share, if any, of the Total Easement Acquisition Costs if any of said costs are invoiced separately. The easements to be transferred to Duke Energy, and the terms of those easements, are described in Exhibit “B” to this Agreement.

## MISCELLANEOUS PROVISIONS

6. This Agreement constitutes the complete and final agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations with respect thereto.

7. This Agreement shall be governed by the laws of the State of Florida. The exclusive venue for any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Orange County, Florida. In any such action, the parties waive any right to jury trial.

8. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof to the extent provided by Florida law.

9. Notices required to be given to another party under the provisions of this Agreement may be given to such party by any one or more of the following methods: prepaid US certified mail, return receipt requested; overnight next day courier service, facsimile, email transmission; or by delivery in person.

CFX: Central Florida Expressway Authority  
Name of contact: Glenn M. Pressimone  
Telephone No.: (407) 690-5321  
Fax No.: (407) 690-5011  
Email address: Glenn.Pressimone@CFXWay.com

Duke Energy: Duke Energy Florida, LLC d/b/a Duke Energy

### Transmission:

Name of contact: Joel Chatham  
Telephone No.: (813) 919-7511  
Email address: Joel.Chatham@duke-energy.com

### Distribution:

Name of contact: Doug Buxton  
Telephone No.: (863) 678-4462  
Mobile: (863) 241-8865  
Email address: Douglas.Buxton@duke-energy.com

10. In order to enter upon CFX property, Duke Energy will properly complete and deliver to CFX a right of entry application in the form approved by CFX. Upon receipt and approval of this form, CFX will grant to Duke Energy all such licenses and rights of access reasonably necessary to allow Duke Energy to perform the work described in this Agreement, including, without limitation, the right to enter upon CFX property. Duke Energy may exercise such rights after coordinating with and obtaining approval from the CFX contact referenced in Paragraph 9 above, so as to avoid, to the

extent reasonably practicable, any disruption of or interference with the quiet enjoyment of CFX's property.

11. Either party to this Agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

**[Signatures appear on following page]**

DUKE ENERGY FLORIDA, LLC, a Florida limited liability  
d/b/a DUKE ENERGY

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

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Legal review: \_\_\_\_\_

Print name: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY FOR USE  
AND RELIANCE BY THE CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY:

BY: \_\_\_\_\_

James Edward Cheek, III,  
Winderweedle, Haines, Ward & Woodman, P.A.

RECEIVED AND REVIEWED BY THE OFFICE OF  
GENERAL COUNSEL, CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

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

Linda Brehmer-Lanosa, Deputy General Counsel

Dated: \_\_\_\_\_, 2016.

APPROVED BY CFX BOARD ON \_\_\_\_\_



# **EXHIBIT A**

Prepared By and Return To:  
James E. Cheek III., Esq.  
Winderweedle, Haines, Ward & Woodman, P.A.  
Post Office Box 880  
Winter Park, Florida 32790-0880

### **SUBORDINATION OF EASEMENT AGREEMENT**

**THIS SUBORDINATION OF EASEMENT AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida (the "Authority"), having an address of 4974 ORL Tower Road, Orlando, Florida 32807, and **DUKE ENERGY FLORIDA, LLC, A Florida limited liability company** d/b/a Duke Energy (the "Utility"), having an address of P.O. Box 14042, St. Petersburg, Florida 33733.

#### **RECITALS:**

WHEREAS, the Utility has perpetual easement(s) for the transmission and distribution of electricity encumbering certain lands hereinafter described that have been determined necessary for expressway purposes; and

WHEREAS, the proposed use of these lands for expressway purposes shall require subordination of the interest in such lands by the Utility to the Authority; and

WHEREAS, the Utility has the authority to subordinate its interest as hereinafter set forth; and

WHEREAS, the Authority is willing to replace Utility's perpetual easements with new easements encumbering different lands and pay for the removal or relocation of Utility's facilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and Authority agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. **Subordination.** The Utility subordinates to the Authority, its successors and assigns, any and all of its existing or future easements only to the extent they encumber listed property in the lands described as follows, to wit:

**[See Composite Exhibit "A" attached hereto and incorporated by reference herein]**

for the purpose of constructing, improving, maintaining and operating an expressway and appurtenant improvements over, through, upon, and/or across such lands.

3. **Reservation of Rights.** The Utility reserves the right to construct, operate, maintain, improve, add to, upgrade, remove, or relocate facilities on, within, and upon the lands described herein in accordance with the Authority's current minimum standards, as may be amended, for such facilities as required by the State of Florida Department of Transportation ("FDOT"), Utility Accommodation Guide.

4. **Relocation of Easements.** Should the Authority require the Utility to alter, remove, adjust, or relocate its facilities located within any portion of the above-described lands, the Authority hereby agrees to pay the direct costs of such alteration, adjustment, relocation or removal including, but not limited to the cost of acquiring appropriate replacement easements to cover the relocated facilities. Any relocation, alteration or removal of the Utility's facilities not required by the Authority shall be performed at the Utility's sole cost and expense.

5. **Maintenance Access by the Utility.**

a. The Utility shall retain the reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 3 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that the exercise of such rights does not unreasonably interfere with the operation and safety of the Authority's expressway. The Utility shall pay tolls for the entry and exit of all its equipment and vehicles and those of its contractor at the prevailing rate.

b. In the exercise of the rights and privileges under Paragraphs 3 and 5a. above, the Utility shall not damage or disturb any improvements located outside of the easement areas and, upon completion of any work, shall repair and restore any damage to the Authority property or improvements to the satisfaction of the Authority. The Utility shall be responsible for the proper construction, operation, maintenance and repair of the facilities installed and maintained by the Utility, and the Authority shall assume no responsibility or liability for the maintenance, repair or safe operation of such facilities. All entries upon property owned by the Authority by Utility, its employees, agents and contractors, shall be at Utility's risk and expense. The Utility shall agree to indemnify the Authority against any loss or damage directly resulting from the Utility's exercise of its rights outlined in Paragraphs 3 and 5a. above.

6. **Non-Interference with Facilities.** The Authority covenants not to interfere with the Utility's facilities within the easement area on the above-described property.

7. **Notice of Construction.** Except in case of emergency, the Authority shall give a minimum of forty-eight (48) hours' notice to the Utility's local office prior to the commencement of construction over the Utility's easement areas in the above-described property. In emergency situations, Authority shall notify the Utility's office as soon as possible.

8. **General Provisions.** No failure of either party to exercise any power given

hereunder or to insist upon strict compliance with any obligation specified herein shall constitute a waiver of either party's right to demand strict compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of Florida. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

**[SIGNATURE PAGES TO FOLLOW]**

Signed, sealed and delivered  
in our presence as witnesses:

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Signed, sealed and delivered  
in our presence as witnesses:

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

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

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

Title: Deputy Executive Director

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

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

Linda Brehmer Lanosa

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

Title: Deputy General Counsel

Approved as to form for execution by the  
Authorized Signatory of the Central  
Expressway Authority

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

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

Right of Way Counsel

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as \_\_\_\_\_ of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a municipal corporation, who is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
Notary Public

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

Notary Public, State of Florida

Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signed, sealed and delivered  
in our presence as witnesses:

**DUKE ENERGY FLORIDA, LLC,**  
a Florida limited liability company  
d/b/a Duke Energy

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Print Name)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as \_\_\_\_\_ of Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

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

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

Notary Public, State of Florida

Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

# **EXHIBIT B**

ORLANDO ORANGE COUNTY  
EXPRESSWAY AUTHORITY  
STATE ROAD 429  
PROJECT NO. 429-205

PARCEL NO. 991  
PURPOSE: PART A PERMANENT EASEMENT  
PURPOSE: PART B PERMANENT EASEMENT  
ESTATE: PERMANENT EASEMENT

### LEGAL DESCRIPTION

#### PARCEL 991 - PART A PERMANENT EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 5 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BENT 1/2" IRON ROD AND NO IDENTIFICATION; THENCE NORTH 03°29'07" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1284.16 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, SAID POINT BEING A FOUND 1/2" IRON ROD AND NO IDENTIFICATION; THENCE DEPARTING SAID WEST LINE, RUN NORTH 03°29'28" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1283.73 FEET TO THE NORTHEAST CORNER THE SOUTHWEST 1/4 OF SAID SECTION 5, SAID POINT BEING A FOUND 1/2" IRON ROD AND NO IDENTIFICATION; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°13'13" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 292.94 FEET TO A POINT ON THE EAST LINE OF THE EXISTING FPC TRANSMISSION LINE EASEMENT AS RECORDED IN OFFICAL RECORDS BOOK 3349, PAGE 1972 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 26°36'38" EAST ALONG SAID EAST LINE, A DISTANCE OF 640.43 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 42°05'57" EAST, A DISTANCE OF 350.84 FEET TO A POINT; THENCE SOUTH 09°38'11" EAST, A DISTANCE OF 68.04 FEET TO A POINT; THENCE SOUTH 83°07'27" WEST, A DISTANCE OF 78.43 FEET TO A POINT ON AFORESAID EAST LINE OF THE EXISTING FPC TRANSMISSION LINE EASEMENT; THENCE NORTH 26°36'38" WEST ALONG SAID EAST LINE, A DISTANCE OF 376.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,311 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 03, 2014

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429  
OOCEA PROJECT NO. 429-205  
PARCEL NO. 991



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S. INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556



ORLANDO ORANGE COUNTY  
EXPRESSWAY AUTHORITY  
STATE ROAD 429  
PROJECT NO. 429-205

PARCEL NO. 991  
PURPOSE: PART A PERMANENT EASEMENT  
PURPOSE: PART B PERMANENT EASEMENT  
ESTATE: PERMANENT EASEMENT

### LEGAL DESCRIPTION

#### PARCEL 991 - PART B PERMANENT EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 5 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BENT 1/2" IRON ROD AND NO IDENTIFICATION; THENCE NORTH 03°29'07" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1284.16 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, SAID POINT BEING A FOUND 1/2" IRON ROD AND NO IDENTIFICATION; THENCE DEPARTING SAID WEST LINE, RUN NORTH 03°29'28" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1283.73 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 5, SAID POINT BEING A FOUND 1/2" IRON ROD AND NO IDENTIFICATION; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°13'13" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 292.94 FEET TO A POINT ON THE EAST LINE OF THE EXISTING FPC TRANSMISSION LINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3349, PAGE 1972 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 26°36'38" EAST ALONG SAID EAST LINE, A DISTANCE OF 1017.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 83°07'27" EAST, A DISTANCE OF 78.43 FEET TO A POINT; THENCE SOUTH 09°38'11" EAST, A DISTANCE OF 240.24 FEET TO A POINT ON AFORESAID EXISTING FPC TRANSMISSION LINE EASEMENT; THENCE THE FOLLOWING TWO COURSES ALONG SAID EXISTING FPC TRANSMISSION LINE EASEMENT: THENCE SOUTH 71°52'36" WEST, A DISTANCE OF 3.73 FEET TO A POINT; THENCE NORTH 26°36'38" WEST, A DISTANCE OF 255.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,882 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 03, 2014

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429  
OOCEA PROJECT NO. 429-205  
PARCEL NO. 991

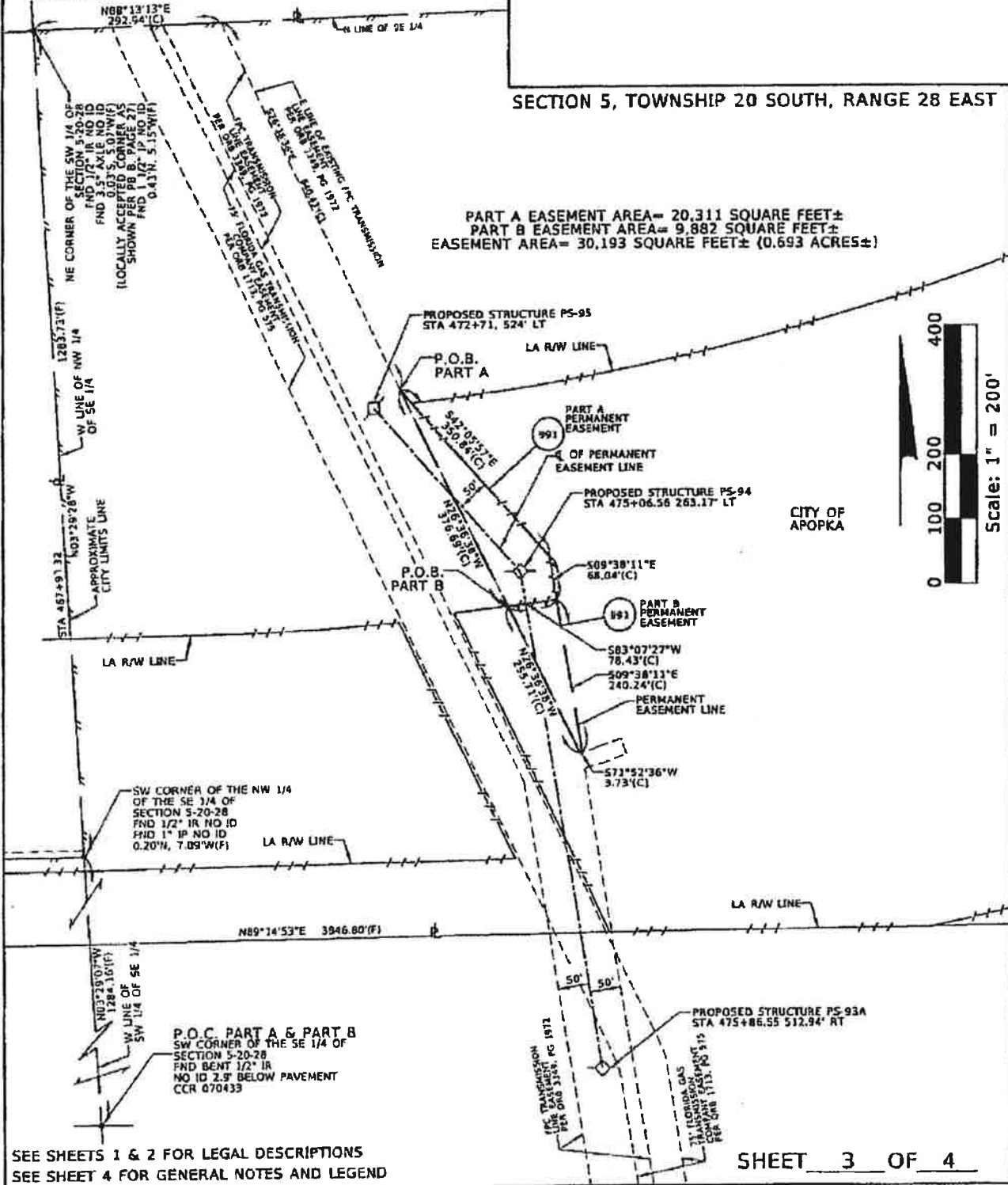
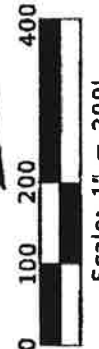


GEODATA CONSULTANTS, INC.  
SURVEYING & MAPPING  
1349 S. INTERNATIONAL PARKWAY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: (407) 878-0843  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

# SKETCH OF DESCRIPTION

SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST

PART A EASEMENT AREA= 20,311 SQUARE FEET±  
PART B EASEMENT AREA= 9,882 SQUARE FEET±  
EASEMENT AREA= 30,193 SQUARE FEET± (0.693 ACRES±)



SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 03, 2014

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429  
OOCEA PROJECT NO. 429-205  
PARCEL NO. 991



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S. INTERNATIONAL PARKWAY

SUITE 2402

LAKE HAVY, FLORIDA 32746

VOICE: (407) 732-6955 FAX: (407) 878-0843

LAND SURVEYOR BUSINESS LICENSE NO. 6556

## SKETCH OF DESCRIPTION

### LEGEND AND ABBREVIATIONS



(C)	= CALCULATED	LT	= LEFT
CL	= CENTERLINE	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
E:	= EASTING	ORB	= OFFICIAL RECORDS BOOK
(F)	= FIELD	&	= PROPERTY LINE
FPC	= FLORIDA POWER CORPORATION	PG	= PAGE
FND	= FOUND	PB	= PLAT BOOK
ID	= IDENTIFICATION	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
IR	= IRON ROD	RT	= RIGHT
LA	= LIMITED ACCESS	R/W	= RIGHT OF WAY
		STA	= STATION

### GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 05, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 03°29'28" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED JANUARY 02, 2013, POLICY NO. FL4149-10-4150814-2012.2730609-87774489, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SURVEY REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

				I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 1-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES SUBJECT TO ANY AND ALL NOTATIONS SHOWN HEREON.	
ADDED PART B EASEMENT		DPW	04/28/2014	 H. Paul DeVore, Professional Land Surveyor No. 4088 3-24-2016 DATE	
REVISED PER COMMENTS		DPW	03/11/2014		
REVISION		BY	DATE		
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429		 <b>GEODATA CONSULTANTS, INC.</b> SURVEYING & MAPPING 1349 S. INTERNATIONAL PARKWAY SUITE 2401 LAKE HAVY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: (407) 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	
DATE: FEBRUARY 03, 2014		OOCEA PROJECT NO. 429-205			
PROJECT NO.: P04-04		PARCEL NO. 991			
DRAWN: DPW CHECKED: JMS					

# **EXHIBIT C**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX) UTILITY WORK SCHEDULE

UTILITIES  
10/8/2015  
1 of 4

Project Title: Wakiva Parkway		CFX Proj# 429-205		Federal Aid Project ID: n/a	
County: Orange		State Road No.: 429			
Utility Agency/Owner (UAO): Duke Energy Florida D/B/A Duke Energy Transmission					
A. Summary of Utility Work and Execution					
<b>NON-CONSTRUCTION ITEMS</b>		<b>CONSTRUCTION ITEMS</b>		<b>Estimated Time (Calendar Days)</b>	
Preliminary	Estimated Time (Calendar Days)	Prior to CFX Project Construction			n/a
Material Procurement	n/a	During CFX Project Construction			36
Right-of-Way	n/a	Total			36
Other	n/a				
Total	n/a				

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX), CFX's Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this project. The following data is based on the CFX Pre-Bid 100% Construction Plans dated June, 2014. Any deviation by CFX or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by CFX of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the Authority in writing prior to starting, stopping, resuming, or completing work. During the project, the UAO shall locate its facilities within 48 hours notice to their:

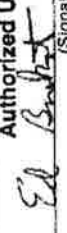
UAO Project Representative: Joel Chatham Telephone Number: 407-942-9640

UAO Field Representative: George Baxter Telephone Number: 727-483-3242

This document is a printout of a CFX form maintained in an electronic format, and all revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".

The UAO MUST signify by selecting or checking which of the following applies:

☒ No changes to forms document. Appendix "Changes to Forms Document" is attached. Number of Attachment Pages: \_\_\_\_\_

<b>Authorized Utility Agent</b>  (Signature) Ed Burkot, Senior Engineer (Name) (Title)	<b>Engineer of Record (EOR)</b> (Signature) Roeger Schmidt, PE, Engineer of Record (Name) (Title)	<b>Acceptance by CFX</b> (Signature) (Name) (Date)
November 23, 2015 (Date)		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
UTILITY WORK SCHEDULE

UTILITIES  
10/8/2015  
2 of 4

Project Title: Wekiva Parkway	County Road Number: N/A
State Road No: 429	City Road: N/A
Project No: 429-205(2A)	
<b>UTILITY AGENCY/OWNER (UAO): Duke Energy Florida D/B/A Duke Energy Transmission</b>	
<b>B.</b>	<b>Special Conditions / Constraints</b>

1) The Duke Energy Transmission (DET) existing facilities indicated on the attached plans are shown as they existed on 02/2012, in reference to the drawings dated 06/2014. Please contact the DET UAO representative previously listed to ensure that changes have not taken place and if so, what those changes are prior to performing any work that may be dependent upon the DET facilities' location and related data.

2) When requesting outages, the contractor must follow these guidelines:

- i. The roadway contractor must provide an outage package indicating: the scope of work, start to finish schedule, type of equipment utilized, contractor team contact information, design drawings and other information as identified by DET as necessary. Outage initiation requires a minimum of 21-days from the approval of the outage package.  
In cases where multiple transmission lines are impacted by the project, DET will only allow one circuit out of service at any given time.
- ii. If at any time a de-energized line will need to be placed back into service, such as a system emergency (e.g. hurricane, loss of another transmission line, and/or extreme load, etc.) DET will ask the roadway contractor, within a two hour period, to shut down any construction that would restrict DET construction crews from placing the de-energized line back into service.
- iii. Typically, any de-energizing of any DET lines can only occur during the following time periods: October 1st to November 15th, and March 1st to April 15th. Any additional required de-energized time periods needed throughout the project will need to be coordinated with the UAO representative previously listed.
- iv. Typically an outage cannot exceed a two-week duration; a new request may be required if additional outage time is needed.
- v. DET can NOT guarantee that the roadway contractor will get the approval for the outage; it is the contractor's responsibility to follow up with the above-listed contact.
- vi. If for any reason the outage was approved but can't be accomplished, then DET will reserve the right to cancel the outage with 2-hours advance notification.
- vii. In cases where multiple transmission lines are impacted by the project, DET will only allow one circuit out of service at any given time.
- viii. A responsible representative from the roadway contractor's staff will attend all daily and necessary pre-job briefing meetings conducted by DET.

3) This project is to be constructed in the vicinity of energized 230kV OH transmission.

4) When doing any work or task under or near any DET facilities, all NESC & OSHA guidelines must be adhered to.

5) Any relocation of existing or proposed DET facilities beyond what is described in this document that is required to accommodate construction will require notice sufficient to cover analysis, design, material logistics & mobilization/demobilization.

6) When the roadway contractor is excavating around DET facilities, they shall provide at least a 15-foot horizontal clearance to the facility; if this cannot be met, a notification must be sent to the UAO Field Representative previously listed to arrange for a field meeting.

7) No grading is allowed within any DET easement without prior approval from Asset Protection

8) The DET Project Representative shall be notified by the CFX or roadway contractor when any dependent activities are completed.

9) All relocation activities by DET will be performed during regular working hours between Monday through Friday. No night time or weekend activities will be performed unless otherwise coordinated in advance.

10) DET & DET contractor crews availability may be affected or limited due to DET requirement to respond to emergency conditions on or off of the DET system. This emergency response condition may affect this project's construction schedule.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
UTILITY WORK SCHEDULE

UTILITIES  
10/8/2015  
3 of 4

Project Title: Wekiva Parkway	County Road Number: N/A
State Road No: 429	City Road: N/A
	Project No: 429-205(2A)
UTILITY AGENCY/OWNER (UAO): Duke Energy Florida D/B/A Duke Energy Transmission	
B.	Special Conditions / Constraints

Conditions continued...

11) Upon completion of adjustment of this utility's facilities as described in this approved Utility Work Schedule-any additional adjustment of this Utility's same facilities that is required due to deviation by the CFX or its roadway contractor from the above referenced roadway plan date provided to this utility will be conveyed to the CFX and/or its roadway contractor for consideration to mitigate the conflict or for review by the CFX for reimbursement. Upon agreement with the CFX, this Utility will proceed with the design and construction of the additional adjustment within the standard work schedule of this utility.

12) Clearing and grubbing of 100 foot wide path across CFX property centered on planned DET route to be completed by CFX contractor prior to DET beginning construction. Area within 50 foot radius of PS-94 to have a slope of not greater than 1 to 10 prior to DET beginning construction.

13) The estimated calendar days of construction assumes all work is done during normal business, daylight hours, that there are no weather related work delays, and that no emergency situations arise to cause the crew to stop work on this project.

14) All proposed structures and transmission wires to be installed and the line energized prior to any existing structures and wires being removed.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
UTILITY WORK SCHEDULE

UTILITIES  
10/8/2015  
4 of 4

Project Title: Wekiva Parkway		County Road Number: N/A		
State Road No: 429		City Road: N/A		
		Project No: 429-205(2A)		
UTILITY AGENCY/OWNER (UAO): Duke Energy Florida D/B/A Duke Energy Transmission				
C. Disposition of Facilities (List All Existing & Proposed) on Project:				
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUTIVE CALENDAR DAYS
CONSTRUCTION DURING CFX CONSTRUCTION				
BL NB SR 429				
470+03 L1081; PS-96; 85' WD H- STR(2); EMBEDDED 13'	STRUCTURE TO BE REMOVED	n/a	none	4
470+09 L1070; PS-96	PROPOSED OH TRANSMISSION STRUCTURE	Special Condition #12	none	4
472+71 L524; PS-95	PROPOSED OH TRANSMISSION STRUCTURE	Special Condition #12	none	4
472+77 L514; PS-95; 85' WD H- STR(2); 18" DIA.; EMBEDDED 12'	STRUCTURE TO BE REMOVED	n/a	none	4
475+07 L263; PS-94	PROPOSED OH TRANSMISSION STRUCTURE	Special Condition #12	none	4
475+20; PS-95 TO PS-94; 230kV TRANSMISSION CROSSING	OH TRANSMISSION CROSSING TO BE REMOVED	n/a	none	0
475+30; PS-94 TO PS-93A; 230kV TRANSMISSION CROSSING	PROPOSED OH TRANSMISSION CROSSING	n/a	none	0
475+53 R46; PS-94; 3X96' ST; 30" DIA.; EMBEDDED 14'	STRUCTURE TO BE REMOVED	n/a	none	4
475+86 R513; PS-93A	PROPOSED OH TRANSMISSION STRUCTURE	Special Condition #12	none	4
476+09 R787; PS-93; 114' CC H- STR(2); 30" DIA.; EMBEDDED 18'	STRUCTURE TO BE REMOVED	n/a	none	4
476+16 R896; PS-93	PROPOSED OH TRANSMISSION STRUCTURE	Special Condition #12	none	4



# EXHIBIT D

**PS 230kV Wekiva Pkwy OCEA 431081-  
1-32-01 OrangeCo**

**UTILITY ESTIMATE SUMMARY**

Final billing will be based on actual costs

Financial Management No.: 431081-1-32-01	Federal Aid No.: 431081-1-32-01
County: Orange	State Road No.: Wekiva Parkway CFX 429-205 (2A)
Utility Agency/Owner(UAO): DUKE ENERGY FLORIDA, D/B/A DUKE ENERGY-TRANSMISSION	

**TYPE OF WORK ESTIMATED:** (Mark "X" in appropriate box(es).)

<u>Engineering</u>	<u>Relocation/ Installation</u>	<u>Items(s)</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Force Account
<input type="checkbox"/>	<input type="checkbox"/>	Lump Sum
<input type="checkbox"/>	<input type="checkbox"/>	Third Party Contract
<input type="checkbox"/>	<input type="checkbox"/>	Other _____

**Estimate Summary:** (If more than one work order complete "Total" column)

Item(s)	Job or Work Order No.	Job or Work Order No.	Total
	( )	2451T3	
Preliminary Engineering			\$ -
R/W (Acquisition Only)			\$ -
Construction Engineering			\$ 278,879.25
Construction Labor			\$ 1,017,648.76
Materials & Supplies			\$ 470,925.99
Materials Handling Charges			\$ -
Transportation & Equipment			\$ -
Contract Construction			\$ -
Miscellaneous Expense			\$ -
Inspection Costs			\$ -
General Overhead Costs			\$ 210,096.63
GROSS RELOCATION COSTS:			\$ -
*Salvage			\$ -
*Betterment			\$ -
*Expired Service Life			\$ -
*Nonreimbursable			\$ -
TOTAL CREDITS:	( )	( )	( )
TOTAL REIMBURSABLE COSTS:			\$ 1,977,550.63
*% To be Applied to Final Billing for Credits Due Project	( %)	( %)	( %)

Submitted for the utility owner by:

Joel Chatham

October 22,

2015

Print Name

Date

  
Signature