

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**Agenda**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**RIGHT-OF-WAY COMMITTEE**  
**August 16, 2017**  
**2:00 p.m.**

**1. CALL TO ORDER**

**2. PUBLIC COMMENT**

Pursuant to Florida Statute 286.0114 (2013) the Right of Way Committee will allow public comment on any matter either identified on this meeting agenda as requiring action, or anticipated to come before the Committee for action in reasonable proximity to this meeting. Speakers shall be limited to three minutes per person and the assignment of one person's time to another or designation of group spokesperson shall be allowed at the discretion of the Committee Chairman.

- 3. APPROVAL OF MINUTES – June 28, 2017** **TAB A**  
Requesting approval of the 06/28/17 minutes. **Action Item.**

- 4. S.R. 453 (HILLS OF FLORIDA, LLC) WEKIVA PARKWAY PROJECT (PROJECT 429-206) PARCEL 336 - David Shontz, Shutts & Bowen** **TAB B**  
Requesting the Committee's recommendation for Board approval of the proposed settlement agreement. **Action Item.**

- 5. S.R. 453 (BRACELAND) WEKIVA PARKWAY PROJECT (PROJECT 429-206) PARCELS 313 - David Shontz, Shutts & Bowen** **TAB C**  
Requesting the Committee's recommendation for Board approval of the proposed mediated settlement agreement. **Action Item.**

- 6. S.R. 429 (DUKE ENERGY FLORIDA, LLC) WEKIVA PARKWAY PROJECT (PROJECT 429-205) PARCELS 287/887, 288, 289 (PARTS A & B), 889 (PARTS A & B), 890 AND 292 - David Shontz, Shutts & Bowen** **TAB D**  
Requesting the Committee's recommendation for Board approval of the proposed Subordination of Easements Agreement. **Action Item.**

- 7. S.R. 429 (CARTER) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL 252 – Linda Brehmer Lanosa, CFX** **TAB E**  
Requesting the Committee's recommendation for Board approval of the proposed settlement agreement as to expert fees and costs. **Action Item.**

**(CONTINUED ON PAGE 2)**

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8. **PROPOSED UPDATE TO CFX'S PROPERTY ACQUISITION & DISPOSITION PROCEDURES MANUAL** - *Linda Brehmer Lanosa, CFX* **TAB F**  
Requesting the Committee's recommendation for Board approval of a Resolution amending CFX's Property Acquisition & Disposition Procedures Manual to include a process for issuing Utility Permits to Utility Agencies or Owners and Temporary Right of Entry Permits. **Action Item.**
9. **COMMITTEE CHAIR ANNUAL ROTATION** – *Joseph L. Passiatore, CFX* **TAB G**  
Per the Committee Charter, the Chairman will serve on an annual, rotating basis. According to the order established in the Charter the City of Orlando representative will serve as Chairman beginning in September 2017. **Info. Item.**
10. **OTHER BUSINESS**
11. **ADJOURNMENT**

This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Central Florida Expressway Authority at 407-690-5000.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5317 or by email at [Iranetta.dennis@CFXway.com](mailto:Iranetta.dennis@CFXway.com) at least three business days prior to the event.

# Tab A

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY Right of Way Committee Meeting June 28, 2017

Location: CFX Headquarters Boardroom  
4974 ORL Tower Road  
Orlando, Florida 32807

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### Committee Members Present:

Bob Babcock, Orange County Representative Alternate, Committee Chairman  
Laurie Botts, City of Orlando Representative  
Frank Raymond, Osceola County Representative  
Jean Jreij, Seminole County Representative  
Christopher Murvin, Citizen Representative  
Brendon Dedekind, Citizen Representative  
Anita Geraci-Carver, Lake County Representative Alternate

### CFX Staff Present at Dais:

Joseph L. Passiatore, General Counsel  
Laura Kelley, Executive Director  
Linda S. Brehmer Lanosa, Deputy General Counsel  
Mimi Lamaute, Paralegal/Recording Secretary

### Item 1: CALL TO ORDER

The meeting was called to order at 2:00 p.m. by Chairman Babcock.

### Item 2: PUBLIC COMMENT

There was no public comment.

### Item 3: APPROVAL OF MINUTES

Action: A motion was made by Ms. Botts and seconded by Mr. Raymond to approve the April 26, 2017 Right of Way Committee meeting minutes as presented.

Vote: The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 4: S.R. 408 (EASTMAR COMMONS PARTNERSHIP) PROJECT 408-128 (REFERENCE PROJECT 408-304) PARCEL 814**

Ms. Keeter with Dewberry, CFX's General Engineering Consultant, requested the Committee's recommendation for Board approval of a purchase agreement with Eastmar Commons Partnership.

CFX would like to acquire the entire fee simple interest over Parcel 814 for the widening of S.R. 408 from S.R. 417 to Alafaya Trail. The widening of S.R. 408 includes a sound wall. The acquisition would be for future construction, maintenance, drainage, related facilities, or other appropriate and legally authorized uses.

**Action:** A motion was made by Ms. Botts and seconded by Mr. Dedekind to recommend to the Board approval of the Proposed Purchase Agreement in the amount of \$750.00 for the purchase of the fee simple interest in Parcel 814.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 5: S.R. 429 (HENDERSON) WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCELS 112 (PARTS A & B) / 712**

Ms. Haylee O'Dowd with Winderweedle Haines Ward & Woodman, P.A., is requesting the Committee's recommendation for Board approval of the proposed settlement with Cynthia J. Henderson and Robert S. Henderson (the "Owners").

CFX is acquiring approximately 7.5 acres, leaving a 6.4 acre remainder. CFX's appraisal of the property was prepared by David Hall with Bullard, Hall & Adams, Inc. Mr. Hall opined the value of the taking of Parcels 112/712 at \$395,500 (\$218,800 for the land taken, \$175,400 for damages, \$1,000 cost to cure, and \$300 value for Parcel 712).

The Owners retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors opined the total value of compensation at \$946,000 (\$547,800 for the land, \$396,700 for damages, \$1,000 cost to cure and \$500 value for Parcel 712).

In addition, the Owners submitted a special damage claim in the amount of \$82,956.00 for miscellaneous expenses and claims not covered in the appraisal report, including loss of use of the remainder property as a result of access issues. The Owners also submitted a separate "cost to cure" claim related to construction of a replacement driveway. The Owners claimed that the slope of the driveway constructed by CFX was too steep and did not comport with the construction plans or the City of Apopka's driveway standards, and therefore had to be replaced. This "cost to cure" claim totaled \$48,773.00. The Owners' total demand was in the amount of \$1,077,729.00, excluding attorney's fees and costs.

The parties reached a proposed settlement in the amount of \$854,825 (compensation to landowners \$750,000 and statutory attorney's fees and costs \$104,825).

Discussion ensued regarding the negotiation of settlements which include experts' fees and experts' costs. Ms. O'Dowd explained why the experts' fees and costs associated with this case were not included in the settlement.

There is currently a pending offer to the Owners by CFX for the experts' fees and costs.

Mr. Passiatore stated that in-house Legal endorsed the settlement and that the experts' fees would either be negotiated satisfactorily or taken to hearing.

**Action:** A motion was made by Mr. Raymond and seconded by Ms. Geraci-Carver to recommend to the Board approval of the proposed settlement agreement in the amount of \$854,825 for Parcels 112 and 712, including attorney's fees and attorney's costs but not including expert fees and expert costs and subject to apportionment claims, if any.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 6: S.R. 429 (BANK OF AMERICA, N.A.) WEKIVA PARKWAY PROJECT (PROJECT 429-204)  
PARCEL 259**

Suzanne M. Driscoll with Shutts & Bowen, P.A. presented this matter in Mr. Shontz's absence. She is requesting the Committee's recommendation for Board approval of a negotiated settlement with Bank of America, N.A. (the "Owner").

Parcel 258 is a fee simple whole acquisition of 2.443 acres for use as a limited access right-of-way. CFX retained the appraisal services of David Hall of Bullard, Hall & Adams, Inc. During a subsequent inspection the condition of the residence had drastically changed. During the property owners absence from the property it appeared to have been ransacked and scrapped for materials. The house had extensive damage. Mr. Hall prepared an updated appraisal report valuing the property at \$96,300 (\$73,300 for the land taken and \$23,300 for the improvements due to extensive damage to the residence and barn/apartment).

Outside counsel for Bank of America, Charlotte Murrell with Quarles & Brady in Tampa, provided a copy of a Uniform Residential Appraisal report by Charles Sean Grau of Timely Appraisal Service, who valued the property at \$195,000 as of April 13, 2015.

The parties reached a proposed settlement in the amount of \$146,254.18. Bank of America has agreed to waive any and all attorneys' fees and costs and experts' fees and costs.

**Action:** A motion was made by Ms. Botts and seconded by Mr. Jreij to recommend to the Board approval of the proposed settlement in the amount of \$146,254.18, in full settlement of all claims for compensation in the acquisition of Parcel 259.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 7: S.R. 429 (MAHAFFEY) WEKIVA PARKWAY PROJECT (PROJECT 429-205) PARCEL 288**

Ms. Driscoll is requesting the Committee's recommendation for Board approval of a negotiated settlement with Thomas Olin Mahaffey, Jr. and Julie Mahaffey (the "Owners").

Parcel 288 is a fee simple acquisition of 0.69 acre from a parent tract of 27.03 acres for use as a limited access right-of-way. CFX retained the appraisal services of Chris Starkey of Integra Realty Resources-Orlando. Mr. Starkey's initial report valued the taking at \$1,200,000 (\$551,000 for improvements and \$649,000 for land only. Mr. Starkey subsequently prepared an updated appraisal report. He estimated the total value of compensation at \$316,000 (\$19,580 for the land, \$295,420 for damages to the Owners' remainder, and \$692 for the net cost to cure).

The Owners retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors estimated the value of the taking at \$890,400 (\$44,900 for the land and \$845,500 for the damages).

The parties reached a proposed settlement in the amount of \$833,640.24 (\$603,200 for the land taken, plus \$76,890.24 in full settlement of all experts' fees and costs, and \$153,550 in full settlement of statutory attorneys' fees).

Ms. Botts reminded the Committee that this matter previously came before this Committee on a request to serve an Offer of Judgment however given Mr. Starkey's change in opinion of the appraised value, the Offer of Judgment was not served because the offer of judgment would have been less than CFX's new appraised value.

**Action:** A motion was made by Ms. Botts and seconded by Mr. Murvin to recommend to the Board approval of the proposed settlement in the amount of \$833,640.24 in full settlement of all claims for compensation for Parcel 288 including attorney's fees and attorney's costs, and expert fees and expert costs subject to apportionment claims, if any.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 8: S.R. 453 (BRACELAND) WEKIVA PARKWAY PROJECT (PROJECT 429-206) PARCEL 312**

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Ms. Driscoll is requesting the Committee's recommendation for Board approval of a proposed settlement with Deborah Day and Tom Braceland (the "Owners"). She is also requesting the Committee's recommendation for Board approval for experts' fees and costs for up to \$90,250. She explained the parties are still in the process of negotiating experts' fees and experts' costs.

Parcel 312 is a fee simple acquisition of 0.808 acres for use as limited access right-of-way.

Mr. Starkey estimated the value of the taking at \$75,000 (\$29,000 for the land taken, \$44,000 for damages, and \$2,000 cost to cure).

The Owners retained the appraisal services of Grant W. Austin with American Valuation, Inc. Mr. Austin estimated the value of the taking at \$380,000.

The parties reached a proposed settlement in the amount of \$209,000 (\$175,000 for the land taken and \$33,900 statutory attorney's fees and costs). In addition, Ms. Driscoll is requesting the Committee's recommendation for approval to allow negotiations of experts' fees and experts' costs for up to \$90,250. For a total proposed approximate settlement in the amount of \$299,240.00.

The Committee asked questions, which were answered by Ms. Brehmer Lanosa.

**Action:** A motion was made by Mr. Raymond and seconded by Mr. Murvin to recommend to the Board approval of the proposed settlement in the amount of \$299,240 including statutory attorney's fees and costs and experts' fees and experts' costs in full settlement of all claims for compensation in the acquisition of Parcel 312.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 9: S.R. 429 (DUKE ENERGY FLORIDA, LLC) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCELS 241, 242 AND 259**

Ms. Driscoll is requesting the Committee's recommendation for Board approval of the proposed Subordination of Easements Agreement between CFX and Duke Energy Florida ("Duke Energy"). Duke Energy currently holds perpetual easements for the transmission and distribution of electricity encumbering Parcels 241, 242 and 249 in Section 429-204 of the Wekiva Parkway.

Duke Energy will be able to re-establish the distribution lines on these parcels to provide service to the remaining improvements.

The Committee asked questions, which were answered by Ms. Driscoll.

**Action:** A motion was made by Ms. Geraci-Carver and seconded by Mr. Jreij to recommend to the Board approval of the proposed Subordination of Easements Agreement as to Parcels 241, 242 and 259 of the S.R. 429 Wekiva Parkway Project, Section 429-204.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 10: S.R. 453 (DUKE ENERGY FLORIDA, LLC) WEKIVA PARKWAY PROJECT (PROJECT 429-206) PARCELS 311, 312, 314, 315, 316, 319, 320, 322, 328, AND 335**

Ms. Driscoll is requesting the Committee's recommendation for Board approval of the proposed Subordination of Easements Agreement between CFX and Duke Energy Florida.

Duke Energy currently holds perpetual easements for the transmission and distribution of electricity encumbering the following Parcels (please note that some of the parcels were omitted from the memo subject line provided to this Committee): Parcels 311, Part A and Part B, and Parcel 811; Parcel 312; Parcel 314, Part A and Part B; Parcel 316, Part A and Part B, and Parcel 816; Parcel 319; Parcel 320 and 820; Parcel 322 and 822; Parcel 328, Part A and Part B; and Parcel 335 of the State Road 453 Wekiva Parkway Project, Section 492-206.

Duke will be able to re-establish the distribution lines on these parcels to provide service to the remaining improvements. The Subordination Agreement eliminates any reference to indemnification by CFX.

**Action:** A motion was made by Mr. Raymond and seconded by Ms. Geraci-Carver to recommend to the Board approval of the proposed Subordination of Easements Agreement as to Parcels 311, Part A and Part B, and Parcel 811; Parcel 312; Parcel 314, Part A and Part B; Parcel 316, Part A and Part B, and Parcel 816; Parcel 319; Parcel 320 and 820; Parcel 322 and 822; Parcel 328, Part A and Part B; and Parcel 335 of the State Road 453 Wekiva Parkway Project, Section 492-206.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 11: S.R. 429 (SIMMONS, WATSON, AMERICAN FINANCE, LLC, BROWN, BRIDGES, AND YEOMANS) WEKIVA PARKWAY PROJECT (PROJECTS 429-203, 429-204 and 429-206) PARCELS 168, 179, 251, 258, 318 AND 319**

Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of a proposed settlement to resolve outstanding experts' fees and costs incurred by Respondents in six different parcels. CFX served Offers of Judgment in the cases involving those parcels and the offers were accepted.

Detailed invoices of the services rendered by each of the Respondents' experts and the experts' files were received and reviewed. After negotiations, the parties reached a proposed resolution of all the experts'

fees and costs. The total settlement is in the amount of \$91,335.00. CFX's experts' fees and costs on the same cases totaled \$167,000.

This proposed settlement resolves all of the fees except for possible post-judgment expert fees in two cases where there may be post-judgment issues.

The Owner's attorney agreed that for parcels 179, 258, 318 and 319, the settlement resolves all issues and any other claims.

**Action:** A motion was made by Ms. Botts and seconded by Mr. Jreij to recommend to the Board approval of the proposed settlement in the amount of \$91,335, in settlement of all expert fees and costs incurred by Respondents for Parcels 168, 179, 251, 258, 318, and 319, subject to a reservation to assert for post-judgment expert fees and costs in connection with Parcel 168.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 12: S.R. 429 (CIOC) WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCELS 169/869**

Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of a proposed settlement with Cynthia A. Cioci (the "Owner").

CFX retained the appraisal services of David K. Hall with Bullard, Hall & Adams, Inc. Mr. Hall opined the value of the taking of Parcels 169/869 at \$346,300 (\$49,100 for Parcel 169, Parts A & B, \$3,500 easement Parcel 869, and \$293,700 severance damages).

The Owner retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors opined the total value of compensation at \$727,654 (\$81,900 for Parcel 169, Parts A & B, \$5,800 for Parcel 869, \$8,400 improvements, \$567,600 severance damages, and \$63,954 interest).

The parties reached a settlement in the amount of \$592,928 (\$519,000 compensation to owner, \$14,000 in expert fees and \$59,928 statutory attorney's fees).

**Action:** A motion was made by Mr. Jreij and seconded by Ms. Botts to recommend to the Board approval of the proposed settlement in the amount of \$592,928, in full settlement of all claims of compensation including business damages, interest, attorney's fees, expert fees, costs, and any other claim, except supplemental attorney's fees for apportionment, if any.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 13: S.R. 429 (TYSZKO) WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCEL 228**

Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of a proposed settlement with Michael Tyszko (the "Owner"). Ms. Brehmer Lanosa reminded the Committee that this matter was before the Committee previously.

CFX retained the appraisal services of Walter Carpenter with David K. Hall with Bullard, Hall & Adams, Inc. Mr. Hall opined the value of the taking of Parcels 169/869 at \$346,300 (\$49,100 for Parcel 169 (Parts A & B), \$3,500 easement Parcel 869, and \$293,700 severance damages). For trial purposes CFX retained a second appraiser, Michael McElveen with Urban Economics. Mr. McElveen valued the property at \$34,700.

The Owner retained the appraisal services of Martin Engelmann, Jr. with Tropical Realty Appraisal Services. Mr. Engelmann opined the total value of compensation at \$206,000. The Owner's expert fees totaled \$91,036.99.

The parties were able to reach a proposed all-in settlement in the amount of \$240,000 which includes the value of the property taken, expert fees, expert costs and statutory attorney's fees. This is approximately \$10,000 less than the previous settlement offer.

**Action:** A motion was made by Mr. Raymond and seconded by Mr. Dedekind to recommend to the Board approval of the proposed settlement in the amount of \$240,000, in full settlement of all claims of compensation including business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 14: S.R. 429 (ARAN CARTER) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL 253**

Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of a proposed mediated settlement with Aran Glenn Carter (the "Owner".) Previously, the Right of Way Committee and Board approved an offer of judgment in the amount of \$695,075, excluding attorney's fees, expert fees, and costs, but the offer of judgment was not accepted.

CFX retained the appraisal services of Chad Durrance with Durrance and Associates. Mr. Durrance opined the value of the taking at \$539,000 (\$218,900 for the land, \$225,000 for the residence and \$95,100 in damages).

The Owner retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors opined the total value of compensation at \$945,000. The Owner submitted their own estimate of value, in addition to Mr. Dreggors' estimate of value. The Owner's demand was for a total of \$974,335.

The parties mediated on June 14, 2017, and continued settlement discussions after the mediation. The parties were able to reach a proposed all-inclusive settlement in the amount of \$933,898.50 (\$770,000 for the land, \$69,898.50 for expert fees, \$84,000 for statutory attorney's fees, and an additional \$10,000 bridge the gap).

**Action:** A motion was made by Mr. Raymond and seconded by Mr. Murvin to recommend to the Board approval of the proposed settlement in the amount of \$933,898.50, in full settlement of all claims of compensation including business damages, interest, attorney's fees, attorney's costs, and expert fees, expert costs and any other claim associated with the taking of Parcels 287/887.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 15: S.R. 429 (MORRIS) WEKIVA PARKWAY PROJECT (PROJECT 429-205) PARCELS 287/887**

Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of a proposed settlement for expert fees, and costs.

CFX served an Offer of Judgment in the amount of \$1,442,000, excluding attorney's fees, expert fees, and expert costs. The Offer of Judgment was accepted.

As part of full compensation, CFX is required to pay all reasonable costs incurred in the defense of the proceedings. The Owner submitted invoices totaling \$167,430.84. CFX Right of Way Counsel had CFX experts review the invoices to determine the reasonableness of the expert fees requested. After questioning and eliminating items that appeared redundant or unnecessary, the parties reached a settlement in the amount of \$142,494.89.

**Action:** A motion was made by Ms. Geraci-Carver and seconded by Mr. Dedekind to recommend to the Board approval of the proposed settlement in the amount of \$142,494.89, in full settlement of all expert fees and costs associated with the taking of Parcels 287/887.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 16: OTHER BUSINESS**

Mr. Passiatore, CFX General Counsel, thanked the Committee members for their service. He informed the Committee that there are approximately 15 to 20 Right of Way cases remaining in the Wekiva Parkway Project. He invited the Committee to attend the Wekiva Parkway Ribbon Cutting Ceremony scheduled for July 27 at 9:00 a.m.

Mr. Passiatore introduced Ms. Anita Geraci-Carver, who has been appointed as the Lake County Alternate Representative. Mr. Brian Sheahan has been appointed as the Lake County Representative.

Item 12: **ADJOURNMENT**

Chairman Babcock adjourned the meeting at approximately 3:30 p.m.

Minutes approved on \_\_\_\_\_, 2017.

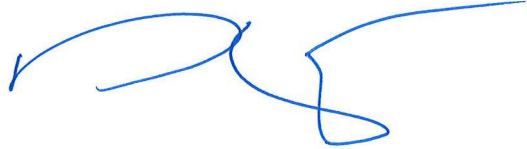
*Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at [publicrecords@CFXWay.com](mailto:publicrecords@CFXWay.com) or 4974 ORL Tower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

# Tab B



## MEMORANDUM

TO: Central Florida Expressway Authority      CLIENT-MATTER NO.: 19125.0164  
Right of Way Committee Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel 

DATE: July 10, 2017

RE: State Road 453 Wekiva Parkway, Project 429-206; Parcel 336  
Proposed Settlement Agreement

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Shutts & Bowen LLP, Right of Way Counsel, seeks the recommendation of the Right of Way Committee for approval by the CFX Board of a negotiated settlement between Hill's of Florida, LLC (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 336 (the "Taking" or "Property") for the construction of State Road 453 Wekiva Parkway, Project 429-206.

### **DESCRIPTION AND BACKGROUND**

Parcel 336 is a fee simple acquisition of 0.195 acres (8,482 sf) for use as right-of-way. The property is located on the north side of SR 46, east of Round Lake Road, in unincorporated Lake County, Florida. The parent tract consists of 11.087 acres of vacant industrial land, with a remainder of 10.892 acres. The subject is zoned Planned Industrial (MP), a site-specific industrial district, established for the subject property and a part of the adjacent property to the west in 2004 and limits the property use to office and/or warehouses. The future land use of the subject property is Regional Office, per the 2010 County-wide comprehensive plan which affected the property with new policies associated with the Wekiva River protection and new Future Land Use designations. Coordinated future land use designations with the City and the Joint Planning Area agreement assure all developed properties will eventually be within the City's limits.

The property is located in an area which has historically been agricultural in nature, with some residential home sites and some industrial and commercial development along SR 46, which is the major roadway in the area. The subject property could be improved with an industrial/commercial/office use when demand improves for such use in the area. It is reasonably expected the subject property will re-design the approved site plan/land use to take advantage of the new land use flexibility.

The subject was appraised for CFX by Richard K. MacMillan of The Appraisal Group of Central Florida, Inc. Mr. MacMillan opines the highest and best use for the property as if vacant is for an office/industrial use.

Mr. MacMillan used five (5) land sales comparable ranging in adjusted sales price from \$39,463 to \$63,648 per acre, to arrive at a value of \$50,000 per acre for the subject, or \$554,400 for the parent tract. The taking is 0.195 acres with natural vegetation which, when valued at \$50,000 per acre is \$9,800. The taking reduces the size of the parent tract from 11.087 acres to 10.892 acre or 1.76%, and is large enough to allow a similar office/industrial use as to prior to the taking. The remainder land is generally similar in shape and has 712.74 feet of front along SR 46. The remainder will have the same zoning, future land use designation and similar level of services. SR 46 will remain a two-lane, paved roadway at a similar grade. West of the subject, between the subject and Round Lake Road there will be an elevated interchange for SR 453. Mr. MacMillan opines the highest and best use for the remainder is for an office/industrial use. Mr. MacMillan values the remainder at \$50,000 per acre, with no damages as a result of the taking. Additionally, there is no cost to cure for the vacant property, making the net value of the taking \$9,800.

Settlement discussions were instituted directly with Selina Hill, Manager of Hill's of Florida, LLC. We were able to settle this parcel for a total of \$14,800, with no attorneys' fees and costs and no experts' fees and costs.

For the above-cited reasons, Right of Way counsel requests the Right of Way Committee recommend to the CFX Board the settlement of the underlying property owners' compensation in the amount of \$14,800, plus the waiver of any and all attorneys' fees and costs and experts' fees and costs, which is in the CFX's best interest. Settlement of any and all claims for Parcel 336 will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire the parcel.

### **RECOMMENDATION**

We respectfully request that the Right of Way Committee recommend that the CFX Board approve the proposed settlement of \$14,800 in settlement of all claims for compensation in the acquisition of Parcel 336, plus the waiver of any and all attorneys' fees and any costs and experts' fees and costs.

### **ATTACHMENTS**

Exhibit "A" – Sketch of the Subject Property  
Exhibit "B" – Photographs of the Subject Property and Area  
Exhibit "C" – Settlement Agreement

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 453  
PROJECT No. 429-206**

**PARCEL 336**

**PURPOSE: RIGHT OF WAY  
(ESTATE: FEE SIMPLE)**

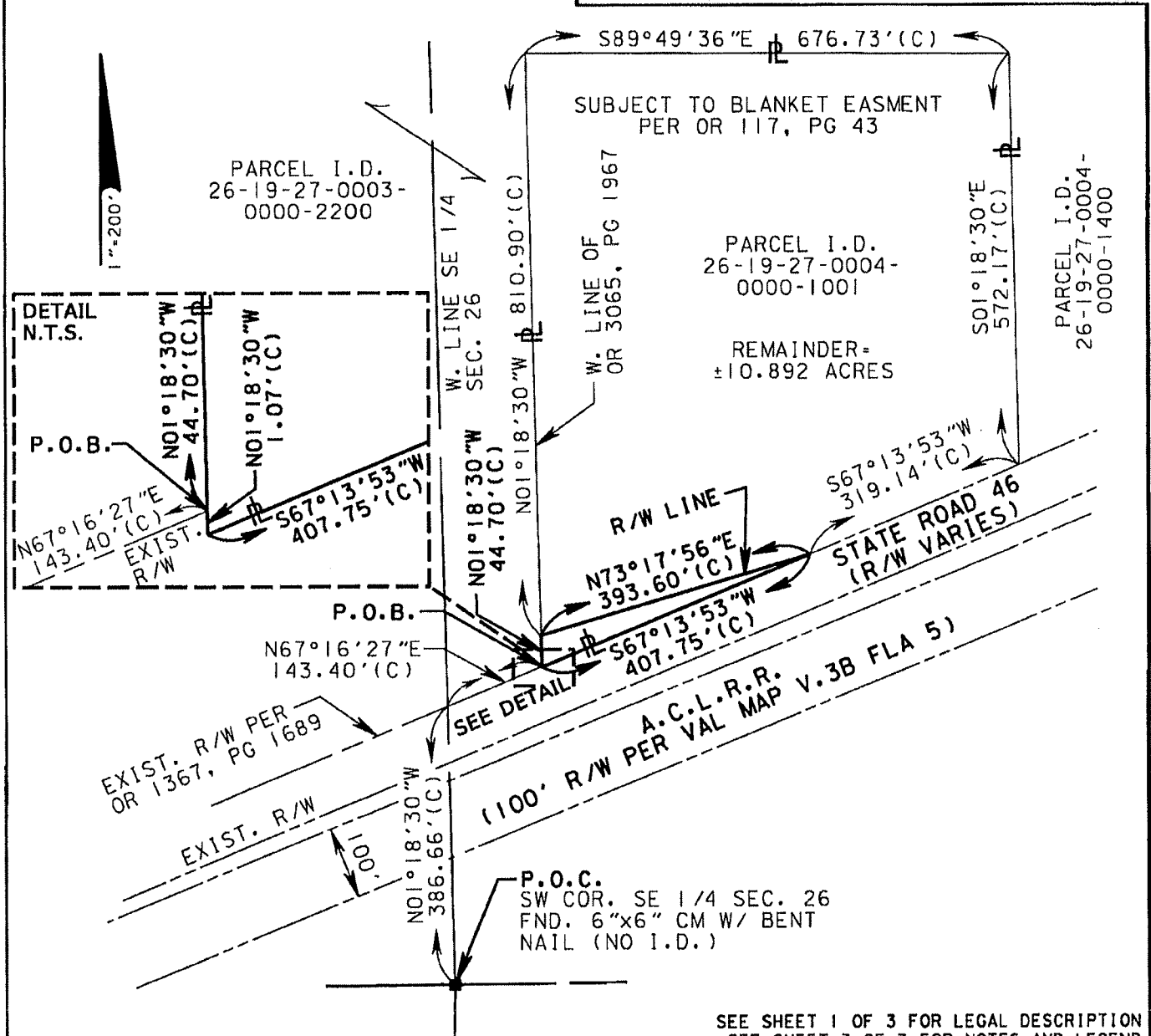
A parcel of land lying in the Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°18'30" West along the West line of said Southeast 1/4, a distance of 386.66 feet to a point on the Northerly right of way line of State Road 46 per Official Records Book 1367, Page 1689 of the Public Records of Lake County, Florida; thence departing said West line run North 67°16'27" East along said Northerly right of way line, a distance of 143.40 feet to the POINT OF BEGINNING; thence, departing said Northerly right of way line, run North 01°18'30" West, said line extended also being the West line of lands described in Official Records Book 3065, Page 1967 of the Public Records of Lake County, Florida, a distance of 44.70 feet; thence departing said West line, run North 73°17'56" East, a distance of 393.60 feet to a point on said Northerly right of way line; thence run South 67°13'53" West along said Northerly right of way line, a distance of 407.75 feet; thence continue along said Northerly right of way line North 01°18'30" West, a distance of 1.07 feet to the POINT OF BEGINNING.

Containing 0.195 acres (8,482 square feet), more or less.

PARCEL: 336

SECTION 26  
TOWNSHIP 19 SOUTH RANGE 27 EAST



SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION  
SEE SHEET 3 OF 3 FOR NOTES AND LEGEND  
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY			SECTION 429-206 (2C)		
			DRMP PROJECT NO. 12-0150.000			SHEET 2 OF 3			DATE: 06 / 24 / 14		
									SCALE: 1" = 200'		
			ADD REMAINDER			CWW			11 / 14		
			PER COMMENTS			CWW			9 / 14		
									CHECKED: ALQ		
REVISION			BY	DATE	REVISION	BY	DATE	DRAWN: JSG			

PARCEL: 336

NOTES:



1. BEARINGS SHOWN HEREON ARE BASED ON THE THE WEST LINE OF SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4709360, DATED FEBRUARY 24, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD  
(C) = CALCULATED DATA  
COR. = CORNER  
CM = CONCRETE MONUMENT  
EXIST. = EXISTING  
FND. = FOUND  
I.D. = IDENTIFICATION  
IP = IRON PIPE  
L = ARC LENGTH  
L.B. = LICENSED BUSINESS

OR = OFFICIAL RECORDS BOOK  
R = PROPERTY LINE  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
No. = NUMBER  
PG = PAGE  
REQ. = REQUIRED  
R/W = RIGHT-OF-WAY  
SEC. = SECTION  
Δ = CENTRAL ANGLE

SEE SHEET 2 OF 3 FOR  
SKETCH OF DESCRIPTION

<b>RIGHT OF WAY PARCEL SKETCH</b>		<b>STATE ROAD 453 (WEKIVA PARKWAY)</b>		<b>CENTRAL FLORIDA EXPRESSWAY AUTHORITY</b>		<b>SECTION 429-206 (2C)</b>	
 <b>ALLEN L. QUICKEL</b> FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		<b>DRMP</b> PROJECT NO. 12-0150.000		<b>SHEET 3 OF 3</b>		<b>DATE: 06/24/14</b>	
		<b>ADD REMAINDER</b>		<b>CWW</b>	<b>11/14</b>	<b>SCALE: 1" = 200'</b>	
		<b>PER COMMENTS</b>		<b>CWW</b>	<b>9/14</b>	<b>CHECKED: ALO</b>	
		<b>REVISION</b>		<b>BY</b>	<b>DATE</b>	<b>DRAWN: JSG</b>	
						<b>SKETCH PREPARED BY</b>  <b>DRMP</b> ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

Parcel: 336  
Project: Wekiva Parkway 429-206  
County: Lake

## PHOTOGRAPHS



1. Easterly view of SR 46 and subject property.  
Photograph taken by Thomas A. Riddle, MAI on July 21, 2015



2. Southwesterly view of State Road 46.  
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

Parcel: 336  
Project: Wekiva Parkway 429-206  
County: Lake

## PHOTOGRAPHS



3. Northerly view of the subject property from State Road 46.  
Photograph taken by Thomas A. Riddle, MAI on December 11, 2014



4. Northeasterly view of acquisition Parcel 336.  
Photograph taken by Thomas A. Riddle, MAI on July 21, 2015

Parcel: 336  
Project: Wekiva Parkway 429-206  
County: Lake

## PHOTOGRAPHS



5. Southwesterly view of acquisition Parcel 336.  
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014



6. Northeasterly view of the subject remainder.  
Photograph taken by Richard K. MacMillan, MAI on August 27, 2015

Parcel: 336  
Project: Wekiva Parkway 429-206  
County: Lake

Aerial Site Map of Subject with Camera Angles



Aerial from the Lake County Property Appraiser's Website

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR LAKE COUNTY, FLORIDA**

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

Petitioner,

v.

CASE NO.: 2015-CA-001219

ALAN L. BRIDGES, et al.,

Parcel 336

Respondents.

Judge Hill

**SETTLEMENT AGREEMENT**

During settlement negotiations, Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY (referred to as "Petitioner" or "CFX"), and Respondent, HILL'S OF FLORIDA, L.L.C. (referred to as "Respondent"), reached the following Settlement Agreement:

1. Petitioner will pay to Respondent the sum of FOURTEEN THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS exactly (\$14,800.00) in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 336, including statutory interest and all claims related to real estate and business damages, if any, including attorney's fees and expert witness costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Respondent shall be fully responsible for any and all apportionment claims as may be asserted by other parties with respect to the compensation proceeds

2. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of NINE THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS (\$9,800.00). Within thirty (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of FIVE THOUSAND AND NO/100 DOLLARS exactly (\$5,000.00), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

3. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Respondent agrees to waive all attorney's fees, expert's fees, and litigation costs in this matter.

4. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.


5. Counsel for Petitioner will submit to the Court a mutually approved Stipulated Final Judgment With Disbursement Orders to the Clerk of Court, incorporating the written agreement by Manager for Respondent, containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

6. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.

7. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 336, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

8. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, *Florida Statutes*.

9. This Settlement Agreement, executed by the counsel for the CFX and Manager for Hill's of Florida, L.L.C. listed below on this 7th day of ~~June~~ July, 2017, contains all the agreements of the parties.



**David A. Shontz, Esq.**  
SHUTTS & BOWEN LLP  
Counsel for Petitioner,  
Central Florida  
Expressway Authority



**Selina P. Hill, Manager**  
HILL'S OF FLORIDA, L.L.C., Respondent

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 453  
PROJECT No. 429-206**

**PARCEL 336**

**PURPOSE: RIGHT OF WAY  
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

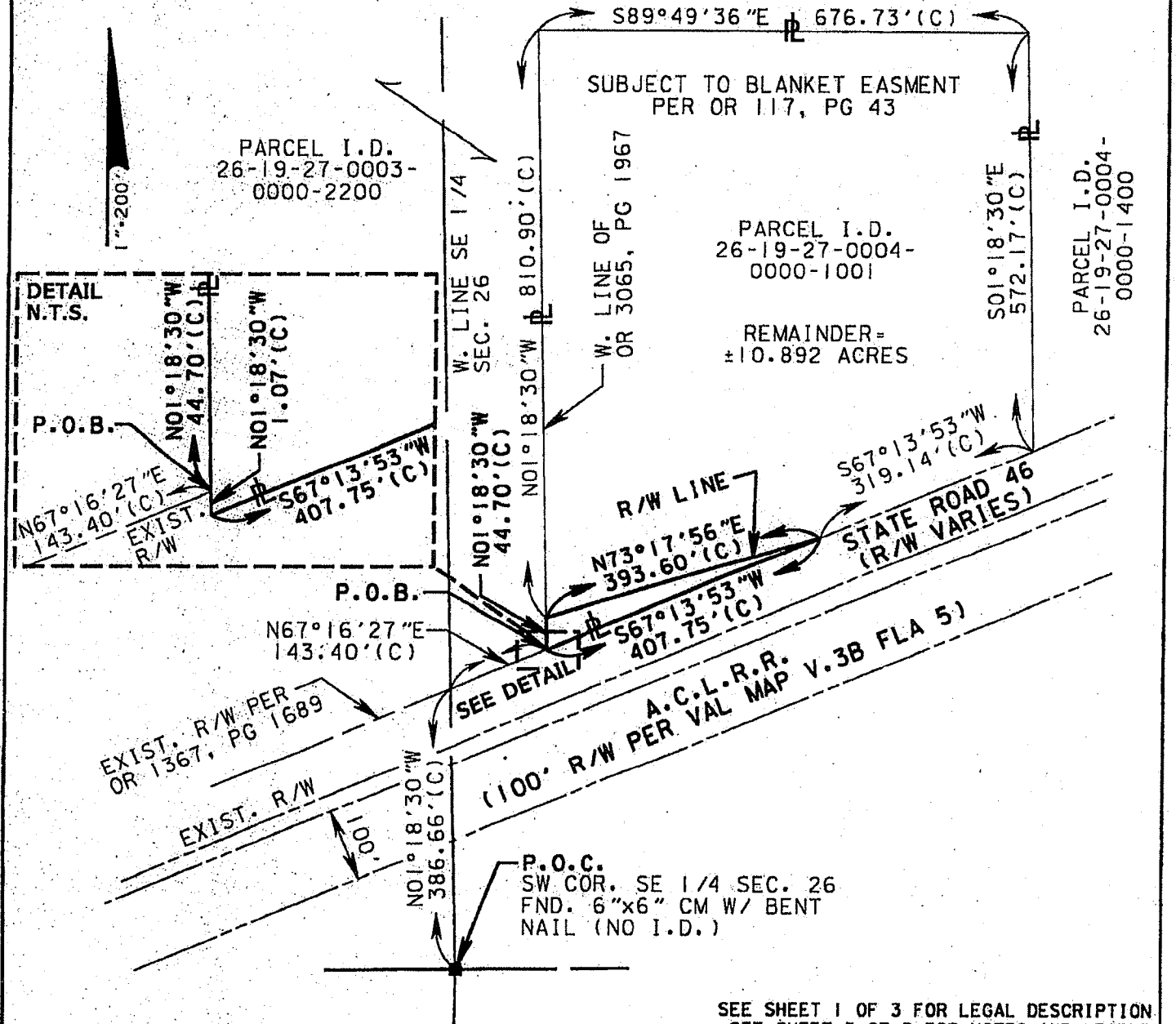
Commence at the Southwest corner of the Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°18'30" West along the West line of said Southeast 1/4, a distance of 386.66 feet to a point on the Northerly right of way line of State Road 46 per Official Records Book 1367, Page 1689 of the Public Records of Lake County, Florida; thence departing said West line run North 67°16'27" East along said Northerly right of way line, a distance of 143.40 feet to the POINT OF BEGINNING; thence, departing said Northerly right of way line, run North 01°18'30" West, said line extended also being the West line of lands described in Official Records Book 3065, Page 1967 of the Public Records of Lake County, Florida, a distance of 44.70 feet; thence departing said West line, run North 73°17'56" East, a distance of 393.60 feet to a point on said Northerly right of way line; thence run South 67°13'53" West along said Northerly right of way line, a distance of 407.75 feet; thence continue along said Northerly right of way line North 01°18'30" West, a distance of 1.07 feet to the POINT OF BEGINNING.

Containing 0.195 acres (8,482 square feet), more or less.


PARCEL: 336

SECTION 26

TOWNSHIP 19 SOUTH RANGE 27 EAST



SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION  
SEE SHEET 3 OF 3 FOR NOTES AND LEGEND  
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
			DRMP PROJECT NO. 12-0150.000			SHEET 2 OF 3		DATE: 06/24/14	
			ADD REMAINDER			CW		11/14	
			PER COMMENTS			CW		9/14	
REVISION			BY			DATE		DRAWN: JSG	
								SKETCH PREPARED BY  <b>DRMP</b> <small>GRADERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 541 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

PARCEL: 336

NOTES:



1. BEARINGS SHOWN HEREON ARE BASED ON THE THE WEST LINE OF SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4709360, DATED FEBRUARY 24, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD  
(C) = CALCULATED DATA  
COR. = CORNER  
CM = CONCRETE MONUMENT  
EXIST. = EXISTING  
FND. = FOUND  
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OR = OFFICIAL RECORDS BOOK  
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R/W = RIGHT-OF-WAY  
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SEE SHEET 2 OF 3 FOR  
SKETCH OF DESCRIPTION


RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)	
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)	DRMP PROJECT NO. 12-0150.000	SHEET 3 OF 3	DATE: 06/24/14	 <b>DRMP</b> ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	
	ADD REMAINDER	CWW	11/14		SCALE: 1" = 200'
	PER COMMENTS	CWW	9/14		CHECKED: ALO
	REVISION	BY	DATE		DRAWN: JSG

# Tab C



## MEMORANDUM

TO: Central Florida Expressway Authority Right of Way Committee

FROM: Suzanne Driscoll, Esq., Shutts & Bowen 

DATE: July 7, 2017

RE: *Central Florida Expressway Authority v. Deborah Day Braceland, et. al.*  
Case No. 2015-CA-001201, Parcel 313 (Harrell & Sutherland Development Co.)  
Location: South of Coronado-Somerset Drive, east of Round Lake Road, in  
unincorporated Lake County, Florida  
Partial Taking of 10.956 Acres from Parent Tract of 38.904 Acres

---

### INTRODUCTION

The case was successfully mediated on June 27, 2017, after the disclosure of expert reports, but before a significant amount of pre-trial discovery and other work had been performed. The parties have reached a proposed all-inclusive settlement in the amount of **\$770,000.00** including interest, statutory attorney's fees, expert fees, and costs as described below.

### DESCRIPTION OF PROPERTY AND TAKING

The subject property is located south of Coronado-Somerset Drive and east of Round Lake Road in unincorporated Lake County, Florida. The property is mostly rectangular and undeveloped. Prior to the acquisition of Parcel 313, access to Coronado-Somerset Drive was provided at the northwest corner of the property by virtue of a 50-foot wide access easement. Parcel 313 is a fee simple partial taking consisting of 10.956 acres from the parent tract of 38.904 acres. Parcel 313 effectively bisects the property leaving 2 non-contiguous tracts which are irregular in shape. The west remainder tract contains 16.747 acres and retains its access to Coronado-Somerset Drive via the pre-existing 50-foot access easement. The east remainder contains 11.201 acres and according to the Wekiva Parkway construction plans, access will be provided to Coronado-Somerset Drive via a 50-foot right of way easement (Parcel 316 Part B) at the northeast corner of the property. While CFX acquired Parcel 316 Part B to provide legal access to the subject east remainder, the construction plans reveal that the access easement will not be improved with a road as part of the Project. Accordingly, it will be incumbent upon the developer of the property to pay for the cost of constructing the access road. A copy of the legal description of Parcel 313 and Right of Way Parcel Sketch is attached as Exhibit "A". Photographs depicting the property and its location are attached as Exhibit "B".

The subject property is zoned R-1, Rural Residential, by Lake County. This zoning is inconsistent with the existing future land use of Regional Office. The County's Comprehensive Plan's future land use policy establishes that the intent of the Regional Office designation is for a variety of office uses and limited commercial uses. The property's Regional Office future land use designation prohibits residential uses on the subject property.

### **CFX'S APPRAISAL REPORT**

Walter Carpenter, MAI, of Pinel & Carpenter, Inc., appraised the property for CFX. He determined that the highest and best use of the property is to hold for long-term until such time as there is demand for regional office uses. He utilized six (6) vacant comparable sales ranging in value from \$24,898 to \$63,648 per acre. It was his opinion that all the comparable sales were superior to the subject property and he concluded to a value of \$20,000 per acre. Accordingly, Mr. Carpenter's valuation for Parcel 313 is \$219,120.00 (10.956 AC @ \$20,000/AC).

Following the acquisition of Parcel 313, Mr. Carpenter determined that there would be no diminution in value to the remaining property as a result of its location and frontage along the expressway. He did, however, conclude that in the future when the property is developed extraordinary development costs are anticipated as a direct result of the grading constraints created by the construction of the expressway as well as added distance for utility extensions. The expressway will be significantly lower than the natural grade at the right of way line adjacent to both remainders. At its deepest point, the expressway will be 34+/- feet below the remainder property. As a result of these conditions, Mr. Carpenter estimated damages to both the west and east remainder property to be 10%. Accordingly, his opinion of damages to the total remainder property is \$60,810.00.

Accordingly, Mr. Carpenter's opinion of full compensation for the acquisition of Parcel 313 amounted to \$279,930.00.

While Mr. Carpenter recognized certain extraordinary development costs described above, not included was the additional cost associated with the requirement to now construct an access road to the east remainder. Before the acquisition of Parcel 313, the property could be accessed from the pre-existing 50-foot access easement at the northwest corner of the property. Following the taking and bifurcation of the property, new access must be constructed along the 50-foot easement (Parcel 316 Part B) in order to gain access to the east remainder. As mentioned above, CFX acquired the easement but will not construct the roadway. CFX's engineer, Jeffrey J. Newton, P.E., of Donald W. McIntosh Associates, Inc., was consulted and provided an estimate in the amount of \$200,000 to construct the access road to the east remainder.

### **HARREL & SUTHERLAND'S APPRAISAL REPORT**

Edgar Lopez, counsel for Harrell & Sutherland Development Co., retained Richard Dreggors, a State Certified General Real Estate Appraiser, to appraise the property. Mr. Dreggors concluded that the highest and best use of the property is for low density residential development. In

arriving at his opinion of highest and best use, Mr. Dreggors ignored the existing Regional Office land use designation and appraised the property as though it had a future land use of "Suburban" which permits low density residential development of 1 unit per acre. He did this by invoking a "hypothetical condition" which he reports to be allowable under USPAP because he concluded that the change in the property's land use designation was a direct result of the Wekiva Parkway Project. It is his conclusion that absent the Wekiva Parkway Project, the subject property would have retained the prior future land use designation of Suburban.

Mr. Dreggors relied upon four vacant comparable sales which all permitted residential uses. These sales ranged in value from \$41,483 to \$55,856 per acre. Mr. Dreggors concluded that the land value of Parcel 313 was \$45,000 per acre or \$480,400.00. As a result of the acquisition of Parcel 313, Mr. Dreggors concluded that the property can no longer be developed with residential uses and the highest and best use has changed to long term speculative holding for office use for the west remainder and long term speculative holding for the east remainder which he concludes is now landlocked. Mr. Dreggors opined that the value of the west remainder property is \$15,000 per acre resulting in \$502,400 in severance damages. He opined that the value of the east remainder is a nominal \$5,000 per acre due to its perceived loss of access resulting in \$448,100 in severance damages.

Accordingly, Mr. Dreggors opinion of full compensation for the acquisition of Parcel 313 amounted to \$1,430,900.00.

#### **STATUTORY ATTORNEY'S FEES AND EXPERT FEES**

Statutory attorney's fees are based upon the benefit achieved. With an all-inclusive settlement number, the exact monetary benefit achieved excluding attorney's fees and expert fees is not known. Nevertheless, assumptions can be made to measure the reasonableness of an all-inclusive settlement.

Assuming the amount of full compensation to the property owner is \$620,000, the monetary benefit achieved is \$340,070 (\$620,000 less the first written offer of \$279,930). Statutory attorney's fees are the sum of 33% of the benefit up to \$250,000 ( $\$250,000 \times 33\% = \$82,500$ ) plus 25% of the benefit over \$250,000 but less than \$1 million ( $\$90,070 \times 25\% = \$22,517.50$ ), for a total statutory attorney's fee of \$105,017.50. By way of comparison, the statutory attorney's fee based upon the owners' demand of \$1,430,900 requested would be based upon a benefit of \$1,150,970, yielding an attorney's fee of \$307,742.50.

Regarding expert fees, Edgar Lopez on behalf of Harrell & Sutherland Development Co. retained 3 experts and presented invoices totaling \$59,212.38. Attached as Exhibits "C - E" hereto are copies of the invoices, which are summarized below:

<b>Expert</b>	<b>Invoice</b>
Calhoun, Dreggors & Assoc., Inc.	\$ 29,387.00
VHB, Inc.	\$18,450.32
Tipton Associates Inc.	\$11,375.06
Total	<b>\$59,212.38</b>

After reviewing the invoices, the hourly rates, and the services performed, counsel for CFX determined that a payment of **\$44,982.50** for the landowners' expert fees and costs would be a reasonable amount for settlement purposes.

### **PROPOSED ALL-INCLUSIVE SETTLEMENT**

After considering compensation to the owners, to the owners' lawyers, and to the owners' experts, the parties reached a proposed all-inclusive settlement in the amount of \$770,000.00. A copy of the Mediated Settlement Agreement is attached hereto as Exhibit "F".

### **REQUESTED ACTION**

We respectfully request that the Right of Way Committee recommend to the CFX Board approval of the Mediated Settlement Agreement in the amount of \$770,000.00 to settle all pending claims for the taking of Parcel 313, including full compensation for the property, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment.

### **ATTACHMENTS**

Exhibit "A" – Legal Description and Right of Way Sketch  
Exhibit "B" – Photographs of the Subject Property and Area  
Exhibit "C" – Calhoun, Dreggors & Assoc., Inc., Invoice  
Exhibit "D" – VHB Inc., Invoice  
Exhibit "E" – Tipton Associates Inc.  
Exhibit "F" – Mediated Settlement Agreement

cc: Linda Brehmer Lanosa, Esq.

FTLDOCS 7290388 1 66030.1079

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 453  
PROJECT No. 429-206**

**PARCEL 313**

**PURPOSE: LIMITED ACCESS RIGHT OF WAY  
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the South 1/2 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:  
Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence departing said South line, run North 00°53'15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 272.55 feet to the Northeast corner of the South 272.50 feet of said Southwest 1/4 of the Northeast 1/4, said point being a 3.5" concrete monument with cap stamped "LB 3827" and the POINT OF BEGINNING; thence departing said East line, run South 89°47'59" West along the North line of said South 272.50 feet, a distance of 301.90 feet; thence departing said North line, run North 01°03'07" East, a distance of 31.43 feet; thence run North 25°10'37" West, a distance of 216.65 feet; thence run North 32°56'44" West, a distance of 180.72 feet; thence run North 27°36'43" West, a distance of 279.55 feet; thence run North 15°42'22" West, a distance of 138.11 feet; thence run North 27°37'25" West, a distance of 146.16 feet; thence run North 90°00'00" West, a distance of 539.19 feet; thence run North 00°54'47" East, a distance of 173.89 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 35; thence run North 89°41'48" East along said North line, a distance of 16.01 feet to a point on the West line of lands described in Official Records Book 4109, Page 1849 of the Public Records of Lake County, Florida; thence departing said North line, run South 00°18'12" East along said West line, a distance of 121.06 feet to a point on a curve, concave to the East, having a Radius of 140.00 feet and a Central Angle of 10°39'11"; thence continue Southeasterly along said West line and along the Arc of said curve, a distance of 26.03 feet (Chord Bearing = South 05°37'47" East, Chord Distance = 25.99 feet) to the end of said curve and to a point on the South line of said lands described in Official Records Book 4109, Page 1849; thence run North 87°54'58" East along said South line, a distance of 302.52 feet to a point on the East line of said lands described in Official Records Book 4109, Page 1849; thence run North 00°18'12" West along said East line, a distance of 137.54 feet to a point on said North line of the Southwest 1/4 of the Northeast 1/4, said point being the Northeast corner of said lands in Official Records Book 4109, Page 1849 of the Public Records of Lake County, Florida; thence run North 89°41'48" East along said North line, a distance of 576.29 feet; thence departing said North line, run South 00°53'37" West, a distance of 131.10 feet; thence run South 32°28'57" East, a distance of 545.33 feet; thence run South 14°48'10" East, a distance of 192.73 feet; thence run South 02°18'54" West, a distance of 96.74 feet; thence run South 24°53'22" East, a distance of 188.76 feet to a point on the North line of lands described in Official Records Book 1427, Page 2378 of the Public Records of Lake County, Florida; thence run South 89°41'48" West along said North line, a distance of 49.45 feet to a point on the East line of said Southwest 1/4 of the Northeast 1/4; thence, departing said North line, run South 00°53'15" West along said East line, a distance of 21.29 feet to the POINT OF BEGINNING.


Containing 10.956 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

L1	=	N01°03'07"E	31.43'	(C)
L2	=	N89°41'48"E	16.01'	(C)
L3	=	S00°18'12"E	121.06'	(C)(D)
L4	=	N87°54'58"E	302.52'	(C)
			305.64'	(D)
L5	=	N00°18'12"W	137.54'	(C)(D)
L6	=	S24°53'22"E	188.76'	(C)
L7	=	S89°41'48"W	49.45'	(C)
L8	=	S00°53'15"W	21.29'	(C)



SEE SHEET 1 OF 3 FOR  
LEGAL DESCRIPTION  
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
		DRMP PROJECT NO. 12-0150.000		SHEET 2 OF 3		DATE: 08 / 05 / 14	
						SCALE: 1" = 300	
		ADD REMAINDER		CWV		11 / 14	
		PER COMMENTS		CWV		9 / 14	
REVISION		BY		DATE		DRAWN: BJP	
						 <b>DRMP</b> ENGINEER • SURVEYOR • PLANNER • SCIENTIST 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

PARCEL: 313

LEGEND:

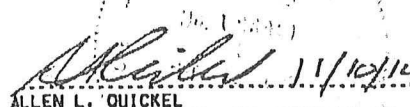

(C) = CALCULATED DATA  
C.B. = CHORD BEARING  
C.D. = CHORD LENGTH  
COR. = CORNER  
CM = CONCRETE MONUMENT  
(D) = DESCRIBED DATA  
EXIST. = EXISTING  
FND. = FOUND  
I.D. = IDENTIFICATION  
IP = IRON PIPE  
L = ARC LENGTH  
L.A. = LIMITED ACCESS RIGHT OF WAY  
L.B. = LICENSED BUSINESS  
OR = OFFICIAL RECORDS BOOK  
P.L. = PROPERTY LINE  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
No. = NUMBER  
PG = PAGE  
R = RADIUS  
REQ. = REQUIRED  
R/W = RIGHT-OF-WAY  
SEC. = SECTION  
Δ = CENTRAL ANGLE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876504, DATED JULY 06, 2014.

SEE SHEET 2 OF 3 FOR  
SKETCH OF DESCRIPTION

SEE SHEET 1 OF 3 FOR  
LEGAL DESCRIPTION

<b>RIGHT OF WAY PARCEL SKETCH</b>		<b>STATE ROAD 453 (WEKIVA PARKWAY)</b>		<b>CENTRAL FLORIDA EXPRESSWAY AUTHORITY</b>		<b>SECTION 429-206 (2C)</b>	
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)		DRMP PROJECT NO. 12-0150.000		SHEET 3 OF 3		DATE: 08/05/14	
		ADD REMAINDER		CWW	11/14	SCALE: 1" = 300	
		PER COMMENTS		CWW	9/14	CHECKED: ALQ	
		REVISION		BY	DATE	DRAWN: JSG	
		 SKETCH PREPARED BY <b>DRMP</b> ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648					

PARCEL NO.: 313

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OWNER: HARRELL & SUTHERLAND DEVELOPMENT

PROJECT: STATE ROAD 429 WEKIVA PKWY EXTENSION PROJECT NO. 453

CITY/COUNTY: UNINCORPORATED/LAKE

### AERIAL PHOTOGRAPH



*Approximate Representation  
Source: Lake County Property Appraiser*

PARCEL NO.: 313  
OWNER: HARRELL & SUTHERLAND DEVELOPMENT  
PROJECT: STATE ROAD 429 WEKIVA PKWY EXTENSION PROJECT NO. 453  
CITY/COUNTY: UNINCORPORATED/LAKE

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### SUBJECT PHOTOGRAPHS



View of the road and utility easement looking north towards Coronado-Somerset Drive.



View of the 50-foot road and utility easement which extends south from Coronado-Somerset Drive to the subject property. This view is looking south at the gate.

PARCEL NO.: 313  
OWNER: HARRELL & SUTHERLAND DEVELOPMENT  
PROJECT: STATE ROAD 429 WEKIVA PKWY EXTENSION PROJECT NO. 453  
CITY/COUNTY: UNINCORPORATED/LAKE

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View of the east boundary of the property.



View of the northeast corner of the property.

PARCEL NO.: 313  
OWNER: HARRELL & SUTHERLAND DEVELOPMENT  
PROJECT: STATE ROAD 429 WEKIVA PKWY EXTENSION PROJECT NO. 453  
CITY/COUNTY: UNINCORPORATED/LAKE

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View of the western boundary of the subject property looking south. The subject property is located on the left side of the photograph.



View of the western boundary of the subject property looking north. The subject property is located on the right side of the photograph.

# Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

## PREPARED FOR MEDIATION

June 22, 2017

Edgar Lopez, Esq.  
c/o Harris Harris Bauerle Ziegler Lopez  
1201 East Robinson Street  
Orlando, FL 32801

RE: Owner: Harrell & Sutherland  
Project: Wekiva Parkway  
Parcel No.: 313  
County: Lake

### INVOICE

Review CFX appraisal, conference calls with owner's representative and experts, land sales research/analysis, meetings with owner's representative and experts, analysis of highest and best use, review impacts to remainder, review appraisal of nearby parcels, review/write report.

LaBarre:	93.25 Hrs. x \$150/Hr. =	\$13,987
Dreggors:	56.00 Hrs. x \$275/Hr. =	<u>15,400</u>
Total		<b>\$29,387</b>

Thank you,

Richard C. Dreggors, GAA  
President

RCD/ddp

EXHIBIT C

728 West Smith Street • Orlando, Florida 32804  
Tel (407) 835-3395 • Fax (407) 835-3393

<b>OWNER</b>	<b>HARRELL &amp; SUTHERLAND</b>	<b>KIMBERLY LABARRE</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>313</b>	
<b>COUNTY</b>	<b>LAKE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
09/18/15	MEETING WITH RICK TO REVIEW OUR ASSIGNMENT; PREPARE FOR AND ATTEND CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.75
09/24/15	CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.50
11/02/15	REVIEW DOCUMENTS; SPOKE TO LAND PLANNER AND ENGINEER.	0.75
11/03/15	SALES RESEARCH; REVIEW CFX APPRAISAL REPORT.	4.00
11/04/15	CONTINUE SALES RESEARCH; PREPARING FOR UPCOMING MEETING WITH OWNER'S REPRESENTATIVE.	2.00
11/05/15	MEET WITH RICK TO DISCUSS APPRAISAL ISSUES AND SALES; CONTINUE SALES RESEARCH AND PREPARE GRIDS FOR MEETING WITH OWNER'S REPRESENTATIVE.	5.25
11/13/15	SALES RESEARCH FOR VACANT RESIDENTIAL SUBDIVISIONS.	2.50
11/16/15	CONTINUE SALES RESEARCH FOR VACANT RESIDENTIAL SUBDIVISIONS.	2.75
11/17/15	RESEARCH LAND SALES; OBTAIN PROPERTY CARDS, DEEDS AND MAPS.	2.50
11/18/15	MET WITH RICK TO DISCUSS APPRAISAL ISSUES; ADDITIONAL LAND SALES RESEARCH.	2.25
11/24/15	CONTINUE SALES RESEARCH; SPOKE TO SJWMD AND LAKE COUNTY; VERIFYING LAND SALES.	3.25
11/25/15	BEGIN PREPARATION OF APPRAISAL REPORT; LAND SALES ANALYSIS AND WORKING ON WRITE-UPS.	4.00
11/29/15	PREPARING APPRAISAL REPORT.	2.50
11/30/15	PREPARING APPRAISAL REPORT; CONTINUE TO VERIFY SALES.	6.25
12/01/15	SPOKE TO LAND PLANNER REGARDING SUBJECT PROPERTY; WORK ON ROCKWOOD GROVES SALES.	1.75

<b>OWNER</b>	<b>HARRELL &amp; SUTHERLAND</b>	<b>KIMBERLY LABARRE</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>313</b>	
<b>COUNTY</b>	<b>LAKE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
12/02/15	REVIEW LAND PLANNING REPORT.	1.00
12/03/15	SPOKE TO LAND PLANNER REGARDING SUBJECT PROPERTY; CONTINUE TO PREPARE SALES FOR REPORT.	3.75
12/04/15	PREPARING SALES FOR REPORT; VERIFYING SALES FOR WRITE-UPS; PREPARING EXHIBITS.	3.25
12/07/15	CONTINUE TO PREPARE SALES, EXHIBITS; OBTAIN DEEDS, PROPERTY CARDS, AERIALS, MAPS, ETC.	3.00
12/09/15	SITE INSPECTION AND INSPECT SALES.	7.25
12/10/15	PREPARING APPRAISAL REPORT; CONTINUE TO WRITE-UP SALES.	5.00
12/14/15	PREPARING APPRAISAL REPORT; ANALYZING HIGHEST AND BEST USE FOR BEFORE AND AFTER CONDITIONS.	2.25
12/15/15	SPOKE TO ENGINEER REGARDING TAKING; MET WITH RICK TO DISCUSS REPORT; AFTER LAND SALES ANALYSIS AND REMAINDER ANALYSIS.	6.25
12/17/15	PREPARING REMAINDER ANALYSIS AND REMAINDER SALES FOR TWO SEPARATE REMNANTS.	7.00
12/21/15	CONTINUE TO VERIFY SALES FOR TWO SETS OF REMAINDERS; PREPARING AFTER ANALYSIS AND MET WITH RICK TO DISCUSS; SPOKE TO CITY OF APOPKA FOR SALES ANALYSIS.	6.75
12/22/15	PREPARED TWO DIFFERENT REMAINDER ANALYSIS; MET WITH RICK TO REVIEW REPORT; SENT REPORT TO OWNER'S REPRESENTATIVE.	5.75
03/14/16	SPOKE TO ENGINEER REGARDING CFX PROPOSED ACCESS ROAD TO THE EASTERN REMAINDER; PREPARED AND SENT E-MAIL AND ANALYZE ACCESS.	<u>1.00</u>
<b>TOTAL HOURS</b>		<b>93.25</b>

<b>OWNER</b>	<b>HARRELL &amp; SUTHERLAND</b>	<b>RICHARD C. DREGGORS, GAA</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>313</b>	
<b>COUNTY</b>	<b>LAKE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
08/10/15	REVIEW CFX APPRAISAL; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE TO DISCUSS.	1.75
08/27/15	REVIEW DOCUMENTS; CONDUCT PRELIMINARY LAND SALES RESEARCH; PREPARE FOR MEETING WITH OWNERS.	3.25
08/28/15	PREPARE FOR AND MEET WITH OWNERS AND EXPERTS; REVIEW HIGHEST AND BEST USE BEFORE THE TAKING.	1.75
09/18/15	MEETING WITH ASSOCIATE TO REVIEW OUR SCOPE OF WORK.	0.50
09/23/15	ANALYSIS OF BEFORE VALUE AND IMPACTS TO REMAINDER; PREPARE FOR CONFERENCE CALL.	2.25
09/24/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.50
09/28/15	INSPECT SUBJECT PARCEL ACCESS EASEMENT FOR CORONADO SOMERSET DRIVE.	0.50
10/19/15	CONFERENCE CALL WITH ENGINEER REGARDING UTILITIES/ACCESS TO THE REMAINDER PARCELS.	0.25
11/02/15	PREPARE FOR MEETING WITH OWNERS; MEETING WITH ASSOCIATE; CONFERENCE WITH EXPERTS; ANALYSIS OF HIGHEST AND BEST USE.	1.25
11/05/15	ASSIST WITH SALES RESEARCH; PREPARE FOR MEETING; MEETING WITH EXPERTS AND OWNER TO REVIEW OUR PRELIMINARY FINDINGS; REVIEW IMPACTS TO REMAINDER.	3.50
11/18/15	MEETING WITH ASSOCIATE TO REVIEW STATUS OF ASSIGNMENT.	0.50
12/08/15	REVIEW APPRAISAL OF NEARBY PARCELS BY PINEL AND CARPENTER; COMPARE TO THE SUBJECT PROPERTY.	0.75
12/15/15	INSPECT SALES AND SUBJECT PROPERTY; MEETING WITH ASSOCIATE TO REVIEW REPORT ALREADY WRITTEN.	5.75
12/21/15	REVIEW/WRITE REPORT.	1.75

<b>OWNER</b>	<b>HARRELL &amp; SUTHERLAND</b>	<b>RICHARD C. DREGGORS, GAA</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>313</b>	
<b>COUNTY</b>	<b>LAKE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
12/22/15	REVIEW/WRITE REPORT; MEETING WITH ASSOCIATE TO REVIEW REPORT AND AFTER ANALYSIS.	1.75
01/06/16	CONFERENCE WITH ENGINEER TO REVIEW HIS REMAINING SCOPE OF WORK AND TIMETABLE.	0.25
01/19/16	ASSIST WITH LAND SALES/LISTINGS; REVIEW OF NEARBY PARCELS.	0.75
03/11/16	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING ISSUES/VALUE OF THE TAKING.	0.75
03/14/16	REVIEW ACCESS TO REMAINDER; CALL ENGINEER TO REVIEW.	0.50
01/26/17	REVIEW/WRITE REPORT; CONFERENCE WITH PLANNER; CALL ENGINEER.	4.75
02/06/17	REVIEW REPORT.	1.50
02/08/17	REVIEW TAI DOCUMENTS; ASSIST WITH APPRAISAL.	5.25
02/09/17	ASSIST WITH APPRAISAL.	3.75
02/25/17	INSPECT AREA OF TAKING AND NOTE CONSIDERATION OF EXPRESSWAY.	0.50
03/29/17	PREPARE FOR CONFERENCE CALL; MEETING WITH ENGINEER; CONFERENCE WITH LAND PLANNER.	2.75
03/30/17	PREPARE FOR AND CONFERENCE WITH PLANNER, ENGINEER AND EDGAR LOPEZ; REVIEW LAND SALES.	1.75
04/24/17	PREPARE FOR AND CONFERENCE WITH EXPERTS; REVIEW HIGHEST AND BEST USE BEFORE THE TAKING.	0.75
04/27/17	FINALIZE APPRAISAL REPORT; REVIEW ADDENDA.	3.25
05/25/17	PREPARE FOR AND CONFERENCE WITH EDGAR LOPEZ AND JIM HALL REGARDING SCOPE OF WORK FOR REBUTTAL REPORTS.	0.75
06/09/17	PREPARE FOR AND MEET WITH OWNER TO REVIEW ANALYSIS AND PREPARATION FOR MEDIATION; REVIEW NEED FOR REBUTTAL REPORTS.	1.50

<b>OWNER</b>	<b>HARRELL &amp; SUTHERLAND</b>	<b>RICHARD C. DREGGORS, GAA</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>313</b>	
<b>COUNTY</b>	<b>LAKE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
06/20/17	INSPECT REMAINDER; SEND INFORMATION TO OWNER'S REPRESENTATIVE ON NEARBY PARCELS.	<u>1.25</u>
	<b>TOTAL HOURS</b>	<b>56.00</b>



# Invoice

Please remit to:

**Vanasse Hangen Brustlin, Inc.**

101 Walnut Street, PO Box 9151 | Watertown, MA 02471

617.924.1770 F 617.924.2286

Mr. Edgar Lopez  
Harris Harris Bauerle Ziegler & Lopez  
1201 E. Robinson Street  
Orlando, FL 32801

Invoice No: <Draft>  
June 27, 2017  
VHB Project No: 62381.00

**Invoice Total \$18,450.32**

Professional Planning Services for Harrell and Sutherland Development Case

**Professional Services Thru June 17, 2017**

**Professional Personnel**

	Hours	Rate	Amount
Principal 2	17.50	275.00	4,812.50
Principal 1	9.50	250.00	2,375.00
Technical/Professional 06	34.50	125.00	4,312.50
Technical/Professional 05	48.50	125.00	6,062.50
Totals	110.00		17,562.50
<b>Total Labor</b>			<b>17,562.50</b>

**Reimbursable Expenses**

Printing	887.82
<b>Total Reimbursables</b>	<b>887.82</b>

**Total this Invoice \$18,450.32**

**Billings to Date**

	Current	Prior	Total
Labor	17,562.50	0.00	17,562.50
Expense	887.82	0.00	887.82
<b>Totals</b>	<b>18,450.32</b>	<b>0.00</b>	<b>18,450.32</b>



**Archimedia Solutions Group - VHB Billing Backup Report**  
125 Liberty Street #301  
Danvers, MA 01923

**Project Number: 62381.00**

**Period: 201510**

<b>Date</b>	<b>Location</b>	<b>Job Type</b>	<b>User</b>	<b>Total</b>
8/28/2015	Orlando FL	B/W Laser Printing	katieshannon	\$7.42
8/28/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$76.71
8/31/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$2.13
			<b>Total</b>	<b>\$86.26</b>



**Archimedia Solutions Group - VHB Billing Backup Report**  
125 Liberty Street #301  
Danvers, MA 01923

**Project Number: 62381.00**

**Period: 201512**

<b>Date</b>	<b>Location</b>	<b>Job Type</b>	<b>User</b>	<b>Total</b>
11/5/2015	Orlando FL	B/W Laser Printing	katieshannon	\$0.26
11/13/2015	Orlando FL	B/W Laser Printing	katieshannon	\$0.52
11/4/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$28.76
11/5/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$157.64
11/13/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$72.43
			<b>Total</b>	<b>\$259.61</b>



**Archimedia Solutions Group - VHB Billing Backup Report**  
125 Liberty Street #301  
Danvers, MA 01923

**Project Number: 62381.00**

**Period: 201513**

Date	Location	Job Type	User	Total
12/1/2015	Orlando FL	B/W Laser Printing	katieshannon	\$1.42
11/16/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$35.15
11/18/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$40.47
11/25/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$31.95
12/1/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$92.67
			<b>Total</b>	<b>\$201.66</b>



# Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301  
Danvers, MA 01923

Project Number: 62381.00

Period: 201604

Date	Location	Job Type	User	Total
3/29/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$79.88
3/30/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
			Total	\$80.95



**Archimedia Solutions Group - VHB Billing Backup Report**  
125 Liberty Street #301  
Danvers, MA 01923

Project Number: 62381.00

Period: 201704

Date	Location	Job Type	User	Total
3/30/2017	Orlando FL	B/W Laser Printing	katieshannon	\$3.98
4/13/2017	Orlando FL	B/W Laser Printing	katieshannon	\$19.97
3/30/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$59.65
3/31/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$4.26
4/13/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$51.15
			<b>Total</b>	<b>\$139.01</b>



**Archimedia Solutions Group - VHB Billing Backup Report**  
125 Liberty Street #301  
Danvers, MA 01923

Project Number: 62381.00

Period: 201705

Date	Location	Job Type	User	Total
4/21/2017	Orlando FL	B/W Laser Printing	katieshannon	\$0.26
4/25/2017	Orlando FL	B/W Laser Printing	katieshannon	\$0.64
4/21/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
4/25/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$34.08
			<b>Total</b>	<b>\$36.05</b>



**Archimedia Solutions Group - VHB Billing Backup Report**  
125 Liberty Street #301  
Danvers, MA 01923

**Project Number: 62381.00**

**Period: 201706**

Date	Location	Job Type	User	Total
6/5/2017	Orlando FL	B/W Laser Printing	katieshannon	\$1.41
6/5/2017	Orlando FL	Sm Fmt Color Printing	katieshannon	\$2.14
			<b>Total</b>	<b>\$3.55</b>

**Billing Period thru 06/27/2017**  
**Project No. 62381.00**  
**Project Title: Planning Services for Harrell Case**

Employee	Date	Time (in hours)	Description
Hall	08/14/15	0.50	Contract setup
	08/28/15	1.00	Expert team meeting
	09/24/15	1.00	Tele conference
	10/01/15	1.00	DPA review
	10/28/15	1.00	Invoicing
	11/05/15	1.00	Team mtg
	11/16/15	1.00	DPA and Carpenter appraisal review
	11/18/15	1.00	Mtg with Shannon
	12/01/15	1.00	DPA review
	03/29/16	1.00	JPA research
	03/30/17	2.00	Comp Plan review
	04/06/17	1.00	Mtg with Shannon
	04/13/17	2.00	Mtg with City & County staff
	04/21/17	0.50	Memo review
	04/24/17	3.00	Report edits
	04/25/17	2.00	LDC research; edits
	04/26/17	3.00	DPA review
	05/12/17	1.00	Invoicing
	06/01/17	1.00	Tele call
	06/05/17	1.00	Meeting with Shannon
	06/15/17	1.00	GIS Map edits
		<b>27.00</b>	
Jackowski	08/14/15	<b>0.50</b>	File and upload Master Agreement for HHBZL Law Firm and Client authorization for Harrell Case and set up in BT.
Shannon			Created GIS Map Series; meeting with Stumpy, Edgar, Jim Hall, Dreggors, and Harrel; review of Lake County FLU policies
	08/28/15	4.00	
	09/24/15	7.00	Worked on Draft DPA and meeting with Edgar/Hall
	09/28/15	0.50	Revisions to report
	10/01/15	5.00	Updates to DPA
	11/04/15	1.00	Created Lake County FLU Map in Pre-Condition
	11/05/15	3.50	Meeting at HHBZL; revisions to report
	11/06/15	0.50	Meeting with Raymer/Gary/Glenna

		Read through Carpenter's newest appraisal; updates to DPA related to FLU policies and lack of access to eastern remainder.
11/16/15	6.00	
11/17/15	2.50	General edits to report
		Revisions to report to include ISBA clause/revised post condition based off of Regional Office Flu 2010 amendment;
11/18/15	3.00	general edits to report; meeting with Jim
		Reviewed DPA with JR Hall, spoke with Kim about report;
12/01/15	2.50	sent FLU and Zoning regulatiosn
		Telephone conference with Kim; revisions about access to
12/11/15	0.50	report
03/29/17	2.50	Revisions to report with Jim; report sent to Edgar
		Coordination with Rebecca - upcoming trial dates and
10/04/16	0.50	expert meetings
10/12/16	0.50	Coordination with Rebecca on Trial Dates
01/26/17	1.00	Revisions to report; teleconference with Dreggors
01/31/17	0.50	Teleconference with Abrams
03/27/17	1.00	Scheduling and review of report
		Tele conference with Bill & Rick; review of Tipton's
03/29/17	2.00	engineering report; review of JPA for language concerning WPPA
		Prep for and expert witness telephone conference; calls to
03/30/17	4.00	City and County to coordinate meeting to discuss property; meetings scheduled for April; review of Comp Plan Policies
		Review of Access Management & Subdivision LDC; rural conservation district research with the County;
		conversation with County concerning prior subdivision plans; conversation with City to receive copy of JPA and JPA
04/03/17	4.00	Map
04/06/17	0.50	Email Correspondence with County
04/13/17	3.50	Travel to County & City
04/18/17	1.00	Scans of docs from the City; start to draft meeting minutes
		Continued draft of City Meeting Minutes; review of minutes
04/21/17	0.50	with Hall; compilation into pdf; sent to client
04/25/17	1.00	LDC and Comp Plan research
04/26/17	2.00	Edits to report; conference call
05/25/17	1.00	Team meeting via conference call; meeting prep
		Review of E. Hargrove planning report; collection of Comp
05/26/17	2.50	maps for rebuttal reports
05/31/17	5.00	GIS Maps of Comp Sales
06/02/17	0.50	Delegation of map to simon; meeting
06/05/17	2.00	Set up of rebuttal; meeting with Simon; meeting with Jim

06/15/17	2.50	Comp Maps in GIS
06/16/17	1.00	Review of maps
	<b>75.00</b>	

Hardt	06/06/17	<b>7.50</b>	GIS Maps
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<b>TOTAL Hours</b>	<b>110.00</b>		
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**STATEMENT OF WORK ACCOMPLISHED  
HARRELL & SUTHERLAND ROW  
4-584.1**

<u>Invoice No.</u>	<u>Date</u>	<u>Amount</u>
15829	11-05-15	2,641.70
15873	02-11-16	1,912.50
15902	04-05-16	1,687.50
16048	02-20-17	3,293.69
16088	05-02-17	1,839.67
TOTAL AMOUNT DUE:		11,375.06



# Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 15829  
November 05, 2015  
Page number 1

Project 4584: Harrell & Sutherland ROW

Gordon Harris, Esq.  
Harris, Harris, Bauerle et al.  
1201 East Robinson Street  
Orlando, FL 32801

Professional Services for the period ended October 31, 2015

Project 4584:1 Parcel 313

## **Professional Services**

Chief Engineer/Planner

<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
11.50	\$225.00	\$2,587.50
Services Total		<u>\$2,587.50</u>

## **Reimbursable Expense**

Tolls

Personal Car Mileage

	<b>Amount</b>
	\$4.20
	\$50.00
Reimbursable Total	<u>\$54.20</u>
Charges Subtotal	<u>\$2,641.70</u>
<b>Invoice Total</b>	<b><u>\$2,641.70</u></b>



# Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 15873  
February 11, 2016  
Page number 1

Project 4584: Harrell & Sutherland ROW

Gordon Harris, Esq.  
Harris, Harris, Bauerle et al.  
1201 East Robinson Street  
Orlando, FL 32801

Professional Services for the period ended January 31, 2016

Project 4584:1 Parcel 313

## Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
8.50	\$225.00	\$1,912.50
Services Total		<u>\$1,912.50</u>
Charges Subtotal		<u>\$1,912.50</u>
Invoice Total		<u>\$1,912.50</u>

Outstanding Invoices	Number	Date	Amount
Invoice	15829	11/5/15	\$2,641.70

**Total Unpaid Invoices** \$2,641.70

**Balance Due** \$4,554.20



# Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 15902

April 05, 2016

Page number 1

Project 4584: Harrell & Sutherland ROW

Gordon Harris, Esq.  
Harris, Harris, Bauerle et al.  
1201 East Robinson Street  
Orlando, FL 32801

Professional Services for the period ended March 31, 2016

Project 4584:1 Parcel 313

## Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
7.50	\$225.00	\$1,687.50
Services Total		<u>\$1,687.50</u>
Charges Subtotal		<u>\$1,687.50</u>
Invoice Total		<u>\$1,687.50</u>

Outstanding Invoices	Number	Date	Amount	
Invoice	15829	11/5/15	\$2,641.70	
Invoice	15873	2/11/16	\$1,912.50	
Total Unpaid Invoices				<u>\$4,554.20</u>
Balance Due				<u>\$6,241.70</u>



# Tipton Associates Incorporated

760 Maguire Blvd

Orlando, FL 32803-

Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 16048

February 20, 2017

Page number 1

Project 4584: Harrell & Sutherland ROW

Gordon Harris, Esq.

Harris, Harris, Bauerle et al.

1201 East Robinson Street

Orlando, FL 32801

Professional Services for the period ended February 17, 2017

Project 4584:1 Parcel 313

## Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
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14.50	\$225.00	\$3,262.50
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Services Total		\$3,262.50
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## Reimbursable Expense

Tolls

Personal Car Mileage

Amount
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\$6.19
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\$25.00
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Reimbursable Total	\$31.19
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Charges Subtotal	\$3,293.69
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Invoice Total	\$3,293.69
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Outstanding Invoices	Number	Date	Amount
Invoice	15829	11/5/15	\$2,641.70
Invoice	15873	2/11/16	\$1,912.50
Invoice	15902	4/5/16	\$1,687.50

Total Unpaid Invoices	\$6,241.70
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Balance Due	\$9,535.39
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# Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 16088  
May 02, 2017  
Page number 1

Project 4584: Harrell & Sutherland ROW

Gordon Harris, Esq.  
Harris, Harris, Bauerle et al.  
1201 East Robinson Street  
Orlando, FL 32801

Professional Services for the period ended April 30, 2017

Project 4584:1 Parcel 313

## Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
8.00	\$225.00	\$1,800.00
Services Total		\$1,800.00

## Reimbursable Expense

Tolls

Personal Car Mileage

	Amount
	\$3.67
	\$36.00
Reimbursable Total	\$39.67
Charges Subtotal	\$1,839.67
Invoice Total	\$1,839.67

Outstanding Invoices	Number	Date	Amount
Invoice	15829	11/5/15	\$2,641.70
Invoice	15873	2/11/16	\$1,912.50
Invoice	15902	4/5/16	\$1,687.50
Invoice	16048	2/20/17	\$3,293.69

Total Unpaid Invoices	\$9,535.39
Balance Due	\$11,375.06

**STATEMENT OF WORK ACCOMPLISHED**  
**HARRELL & SUTHERLAND ROW**  
**4-584.1**

Invoice No. 15829, November 5, 2015 - \$2,641.70

09/29-30/15 William E. Tipton Jr. (WTJ) downloaded and reviewed information from CFX  
site, reviewed plans and appraisal (2.0 hours)  
10/07-08/15 WTJ worked on draft letter report and drawings (2.0 hours)  
10/13-14/15 WTJ worked on draft letter report and drawings (5.5 hours)  
10/17/15 WTJ conducted field review (2.0 hours)

Invoice No. 15873, February 11, 2016 - \$1,912.50

11/04-05/15 William E. Tipton, Jr. (WTJ) worked on draft letter report and drawings, attended  
team meeting at attorney's office (4.5 hours)  
12/15-16/15 WTJ reviewed VHB report and corresponded with Rick Dreggors regarding VHB  
report, updated draft letter report and drawings (2.0 hours)  
01/06/16 WTJ updated draft letter report and drawings (2.0 hour)

Invoice No. 15902, April 5, 2016 - \$1,687.50

03/14/16 William E. Tipton, Jr. (WTJ) corresponded with team (1.0 hour)  
03/28-31/16 WTJ prepared final reports and drawings, emailed final reports and drawings to  
attorney (6.5 hours)

**STATEMENT OF WORK ACCOMPLISHED**  
**HARRELL & SUTHERLAND ROW**  
**4-584.1**

Invoice No. 16048, February 20, 2017 - \$3,293.69

- 01/26-27/17 William E. Tipton, Jr. (WTJ) corresponded with Rick Dreggors on VHB report and additional cost estimates needed for his appraisal, prepared cost estimate quantities for utility extensions to the remainder parcel and the reconstruction of Coronado Somerset Dr. to County standards (5.5 hours)
- 01/30/17 WTJ prepared cost estimate quantities for utility extensions to the remainder parcel and the reconstruction of Coronado Somerset Dr. to County standards (1.5 hours)
- 02/06-08/17 WTJ reviewed construction of SR 429 improvements and potential utility extension routes, prepared engineers cost estimates for the extension of public utilities to the Parcel 313 east and west remainders and the cost to reconstruct Coronado Somerset Drive to county standards, emailed to Rick Dreggors (7.5 hours)

Invoice No. 16088, May 2, 2017 - \$1,839.67

- 03/28-30/17 William E. Tipton, Jr (WTJ) updated letter report to include engineer's cost estimates and additional items requested by the team, met at Rick Dreggor's office to review VHB and TAI reports, field review of SR 453 construction status and east remainder 50' ROW accessibility, participated in team conference call (7.0 hours)
- 04/26/17 WTJ prepared final signed and sealed report (1.0 hour)

FIFTH  
IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA  
LAKELAND

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

CASE NO: 2015-CA-001201

Subdivision \_\_\_\_\_

Petitioner,

Parcel 313

vs.

Deborah Day Braceband,  
\_\_\_\_\_, et. al.

Respondent(s).

\_\_\_\_\_ /

**MEDIATED SETTLEMENT AGREEMENT**

At the Mediation Conference held on June 27, 2017,  
Respondent(s), Harrell & Sutherland Development Company, and  
representatives of the Central Florida Expressway Authority reached the following Settlement  
Agreement:

1. Petitioner will pay to Respondent(s), Harrell & Sutherland  
Development Company  
(referred to as "Respondent") the sum of Seven Hundred Seventy Thousand  
and 00/100 Dollars  
exactly (\$ 770,000.00 ), in full settlement of all claims for compensation from Petitioner  
whatsoever for the taking of Parcel 313, including statutory interest and all  
claims related to real estate and business damages, severance damages, tort damages, attorney's  
fees and litigation costs, expert witness fees, and costs. The settlement sum may be subject to  
claims of apportionment by any party in this case having a property interest in or a lien on the  
subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good  
faith estimate in the amount of  
Two Hundred Seventy Nine Thousand Nine Hundred Thirty and 00/100  
Dollars (\$ 279,930.00 ). Within thirty days (30) days from the date of receipt by  
Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to  
Respondent, by deposit in the Registry of the Court the sum of Four Hundred Ninety  
Thousand and Seventy and 00/100 Dollars  
exactly (\$ 490,070.00 ), representing the difference between the total settlement sum  
referenced above and the Petitioner's previous deposit in this case.

2. This Settlement Agreement will be placed on the agenda for the Right of Way  
("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is  
conditioned upon final approval by the ROW Committee and then the CFX Board.

next regularly scheduled  
LBC

3. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

4. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.

5. Counsel for Petitioner will submit to the Court a standard Motion for Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

6. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 313, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

7. Respondent shall execute and deliver to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, *Florida Statutes* (2016).

8. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, *Florida Statutes*.

9. This Settlement Agreement, executed by the parties and their counsel on this 27 day of June, 2017, contains all the agreements of the parties.

Linda Lanosa  
Print Name: Linda Lanosa  
Central Florida Expressway Authority

Robert S. Halliell Pres  
Print Name: Robert S. Halliell Pres  
Owner

Suzanne Driscoll  
Print Name: Suzanne Driscoll  
Counsel for CFX

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

Lawrence S. Gendries  
Print Name: Lawrence S. Gendries  
Mediator

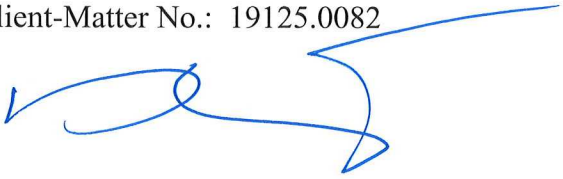
Edgar Lopez  
Print Name: Edgar Lopez  
Attorney for Owner

# Tab D



## MEMORANDUM

TO: Central Florida Expressway Authority      Client-Matter No.: 19125.0082  
Right-of-Way Committee Members

FROM: David A. Shontz, Esq. 

DATE: July 5, 2017

RE: **State Road 429 Wekiva Parkway, Project 429-205**  
**Subordination of Easements Agreement with Duke Energy Florida LLC d/b/a**  
**Duke Energy as to Parcels in Section 429-205**

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Shutts & Bowen LLP, as right-of-way counsel, submits the attached Subordination of Easements Agreement between the Central Florida Expressway Authority ("CFX") and Duke Energy Florida LLC d/b/a Duke Energy ("Duke Energy") and requests the Right-of-Way Committee recommend to the CFX Board approval of this agreement relating to the parcels located within the State Road 429 Wekiva Parkway Project, Section 429-205.

### DESCRIPTION AND BACKGROUND:

As part of the acquisition of parcels in Section 429-205 of the Wekiva Parkway Project, Duke Energy held perpetual easements for the transmission and distribution of electricity encumbering these parcels. Duke will be able to re-establish the distribution lines on these parcels to provide service to the remaining improvements. Accordingly, Duke has agreed to subordinate its easement interests in the above-referenced parcels.

Please find attached hereto the Subordination of Easements Agreement for the Wekiva Parkway, Section 429-205, by and between the CFX and Duke. This Agreement specifically relates to Parcels 287/887, 288, 289 (Parts A and B), 889 (Parts A and B), 890, and 292, and eliminates any reference to indemnification by the CFX. The Subordination of Easements Agreement was executed on behalf of Duke on June 22, 2017, and right-of-way counsel requests the Right-of-Way Committee recommend that the CFX Board authorize execution of the Subordination of Easements Agreement on behalf of the CFX.

It is in the best interest of the Central Florida Expressway Authority to approve this Subordination of Easements Agreement, and will result in savings of both time and monies for CFX.

**REQUESTED ACTION:**

Right-of-way counsel respectfully requests the recommendation by the Right-of-Way Committee that the CFX Board approve execution of the attached Subordination of Easements Agreement as to Parcels 287/887, 288, 289 (Parts A and B), 889 (Parts A and B), 890, and 292 of the State Road 429 Wekiva Parkway Project, Section 429-205.

**ATTACHMENTS:**

Subordination of Easements Agreement by and between the Central Florida Expressway Authority and Duke Energy Florida LLC d/b/a Duke Energy as to Wekiva Parkway, Section 429-205 with sketches of legal description for the affected parcels.

ORLDOCS 15503087 1

Prepared By and Return To:  
David A. Shontz, Esquire  
Shutts & Bowen LLP  
300 South Orange Avenue, Suite 1000  
Orlando, Florida 32801

**SUBORDINATION OF EASEMENTS AGREEMENT**  
**WEKIVA PARKWAY, SECTION 429-205**

**THIS SUBORDINATION OF EASEMENTS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, 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**, d/b/a Duke Energy (the "Utility"), having an address of Post Office 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 easements only to the extent they encumber listed property in the lands described as follows, to wit:

**See 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:

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

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

By: \_\_\_\_\_  
Joseph A. Berenis  
Deputy Executive Director

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

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

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

Shutts & Bowen, LLP

By: \_\_\_\_\_  
David A. Shontz

By: \_\_\_\_\_  
Linda Brehmer Lanosa  
Deputy General Counsel

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Joseph A. Berenis as Deputy Executive Director 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  
d/b/a Duke Energy

Catherine A. Mori  
Catherine A. Mori  
(Print Name)

J Davis  
JENNA DAVIS  
(Print Name)

STATE OF FLORIDA  
COUNTY OF Seminole

By: [Signature]  
Print Name: Kris Tietig  
Title: Manager - Land Services



The foregoing instrument was acknowledged before me this 22nd day of June, 2017, by Kris Tietig as Manager - Land Services of DUKE ENERGY FLORIDA, LLC d/b/a Duke Energy, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Catherine A. Mori  
Notary Public



\_\_\_\_\_  
Print Name  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My commission expires:

**COMPOSITE EXHIBIT 'A'**

**LEGAL DESCRIPTIONS  
WEKIVA PARKWAY  
PROJECT 429-205**

**PARCEL 287/887**

**PARCEL 288**

**PARCEL 289, Parts A and B  
PARCEL 889, Parts A and B**

**PARCEL 890**

**PARCEL 292**

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
STATE ROAD 429  
PROJECT NO. 429-205

PARCEL NO. 287  
PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 89°59'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 695.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 1247.76 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 603.71 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 89°05'11" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 796.01 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10875, PAGE 2485 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°42'12" WEST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 150.18 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°05'11" WEST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 200.24 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 03°42'12" WEST ALONG SAID EAST LINE, A DISTANCE OF 150.59 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°04'36" EAST, A DISTANCE OF 1600.37 FEET TO A POINT; THENCE SOUTH 03°37'22" EAST, A DISTANCE OF 300.86 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 10.350 ACRES, MORE OR LESS.

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

SHEET 1 OF 4

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429  
CFX PROJECT NO. 429-205  
PARCEL NO. 287



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

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
STATE ROAD 429  
PROJECT NO. 429-205

PARCEL NO. 887  
PURPOSE: PERMANENT EASEMENT  
ESTATE: PERMANENT EASEMENT

### LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 89°59'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 695.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 946.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.03 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°37'22" WEST, A DISTANCE OF 300.86 FEET TO A POINT; THENCE NORTH 89°04'36" EAST, A DISTANCE OF 30.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,054 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: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

**STATE ROAD 429**  
**CFX PROJECT NO. 429-205**  
**PARCEL NO. 887**



**GEODATA CONSULTANTS, INC.**

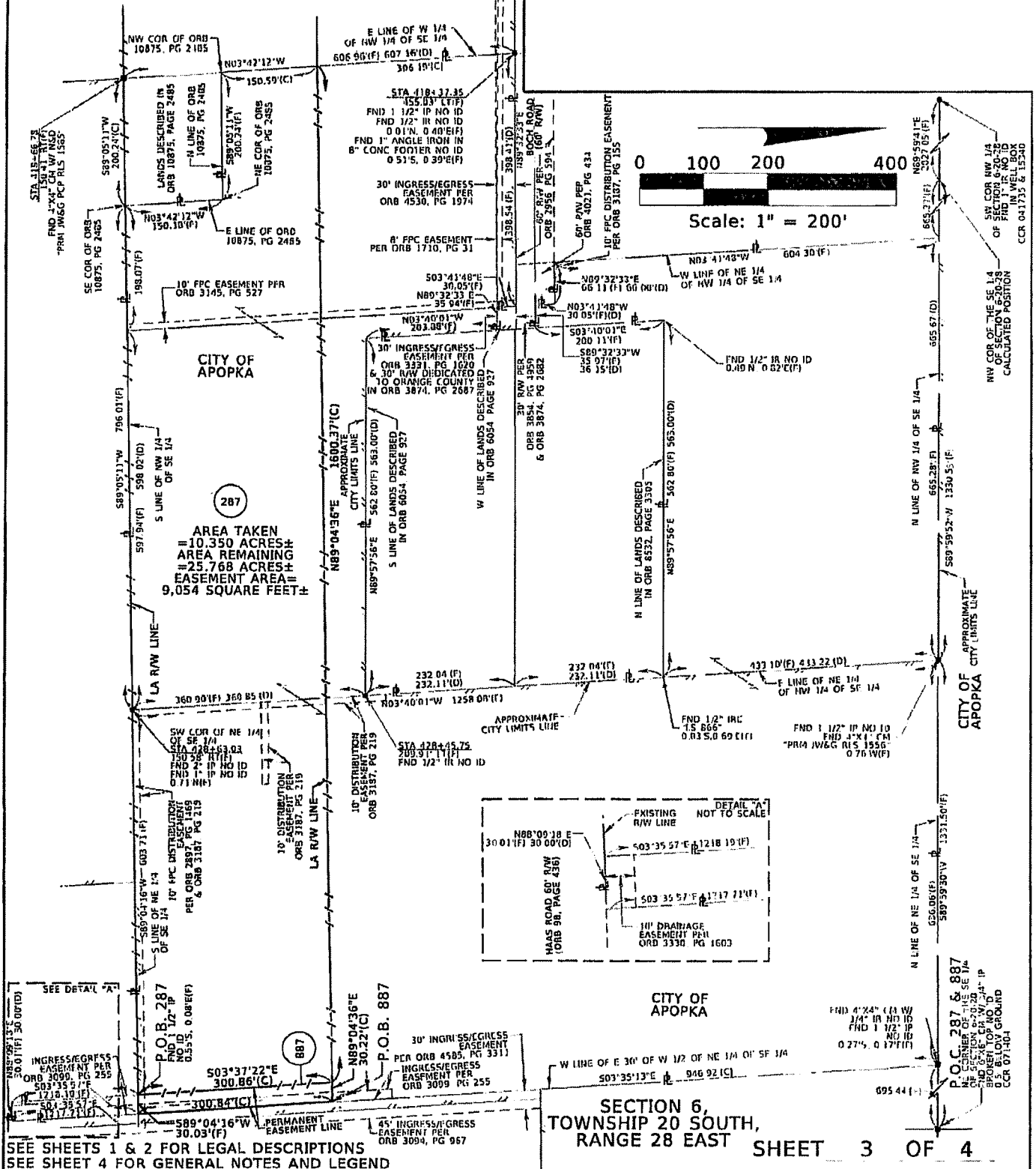
**SURVEYING & MAPPING**

1349 S. INTERNATIONAL PARKWAY  
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

# SKETCH OF DESCRIPTION



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

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

**STATE ROAD 429**  
**CFX PROJECT NO. 429-205**  
**PARCEL NO.'S 287 & 887**



**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

## SKETCH OF DESCRIPTION

### LEGEND AND ABBREVIATIONS


(C)	= CALCULATED	LT	= LEFT
(D)	= DEED	N&D	= NAIL AND DISK
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CM	= CONCRETE MONUMENT	ORB	= OFFICIAL RECORDS BOOK
COR	= CORNER	IL	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
FPC	= FLORIDA POWER CORPORATION	RT	= RIGHT
ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
IP	= IRON PIPE	STA	= STATION
IR	= IRON ROD	W/	= WITH
IRC	= IRON ROD AND CAP		
LA	= LIMITED ACCESS		= COMMON OWNERSHIP

### 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 NORTH LINE OF THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 89°59'30" 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 FIRST AMERICAN TITLE INSURANCE COMPANY DATED OCTOBER 18, 2012, FILE NO. 2037-2840330, 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 SKETCH 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

REVISED PER COMMENTS	DPW	04/09/2015	<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 31-12, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p> <p><i>[Signature]</i> 4-9-2015</p> <p>H. Paul deVivero, Professional Land Surveyor No. 4994</p>
REVISED PARENT TRACT	DPW	03/10/2015	
REVISED EASEMENTS	DPW	09/25/2013	
REVISED PER COMMENTS	DPW	06/18/2013	
REVISED PER COMMENTS	DPW	05/23/2013	
REVISION	BY	DATE	
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY			
DATE: APRIL 11, 2013			
PROJECT NO.: P04-04			
DRAWN: DPW CHECKED: JMS			
STATE ROAD 429 CFX PROJECT NO. 429-205 PARCEL NO.'S 287 & 887			
			 <b>GEODATA CONSULTANTS, INC.</b> 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

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
STATE ROAD 429  
PROJECT NO. 429-205

PARCEL NO. 288  
PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10875, PAGE 2485 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 89°59'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 695.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 1247.76 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 633.74 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 89°05'11" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 796.01 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10875, PAGE 2485 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°05'11" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 200.24 FEET TO THE SOUTHWEST CORNER OF SAID LANDS AND A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°42'12" WEST ALONG SAID EAST LINE, A DISTANCE OF 150.18 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°05'11" EAST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 200.24 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°42'12" EAST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 150.18 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE POINT OF BEGINNING.

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

CONTAINING 0.690 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION  
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: MARCH 11, 2015

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

**STATE ROAD 429**  
**CFX PROJECT NO. 429-205**  
**PARCEL NO. 288**



**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

**Scale: 1" = 200'**



DRAWN: DPW CHECKED: JMS

LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: (407) 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

## SKETCH OF DESCRIPTION

### LEGEND AND ABBREVIATIONS

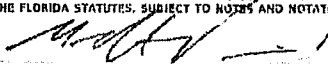

(C)	= CALCULATED	LT	= LEFT
(D)	= DEED	N&D	= NAIL AND DISK
(F)	= FIELD	NO.	= NUMBER
CCR	= CERTIFIED CORNER RECORD	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
COR	= CORNER	PG	= PAGE
FND	= FOUND	P.O.B.	= POINT OF BEGINNING
ID	= IDENTIFICATION	P.O.C.	= POINT OF COMMENCEMENT
IP	= IRON PIPE	RT	= RIGHT
IPC	= IRON PIPE AND CAP	R/W	= RIGHT OF WAY
IR	= IRON ROD	STA	= STATION
IRC	= IRON ROD AND CAP	W/	= WITH
LA	= LIMITED ACCESS		
			= COMMON OWNERSHIP

### 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 NORTH LINE OF THE NORTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 89°59'30" 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. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND/OR RIGHT-OF-WAY RECORDS. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
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 SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTIONS  
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

		I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 91-37, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.	
REVISED PER COMMENTS	DPW	04/09/2015	 4-9-2015 DATE: _____
REVISION	BY	DATE	
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429 CFX PROJECT NO. 429-205 PARCEL NO. 288	
DATE: MARCH 11, 2015 PROJECT NO.: P04-04 DRAWN: DPW CHECKED: JMS		 <b>GEODATA CONSULTANTS, INC.</b> 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	

**SCHEDULE "A"**

PARCEL NO. 289

PURPOSE: PART A LIMITED ACCESS RIGHT-OF-WAY

PURPOSE: PART B RIGHT-OF-WAY

ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION****PARCEL 289 - PART A LIMITED ACCESS RIGHT OF WAY**

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 03°30'34" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 678.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°30'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 558.07 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 663.13 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°35'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 563.03 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°29'44" EAST, A DISTANCE OF 664.13 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 8.529 ACRES, MORE OR LESS.

**PARCEL 289 - PART B RIGHT OF WAY**

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 03°30'34" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 618.35 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°30'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 60.08 FEET TO A POINT; THENCE NORTH 89°29'44" WEST, A DISTANCE OF 664.13 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 563.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 03°35'57" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1217.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HAAS ROAD PER OFFICIAL RECORDS BOOK 98, PAGE 436 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 88°09'18" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 15.01 FEET TO A POINT ON THE WEST LINE OF THE EAST 15 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN NORTH 03°35'57" WEST ALONG SAID WEST LINE, A DISTANCE OF 1217.47 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN NORTH 03°35'13" WEST ALONG THE WEST LINE OF THE EAST 15 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 623.23 FEET TO A POINT ON THE AFORESAID NORTH LINE; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°29'44" EAST ALONG SAID NORTH LINE, A DISTANCE OF 679.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.549 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-205**  
**PARCEL NO. 289**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

**2700 WESTHALL LANE**

**SUITE 137**

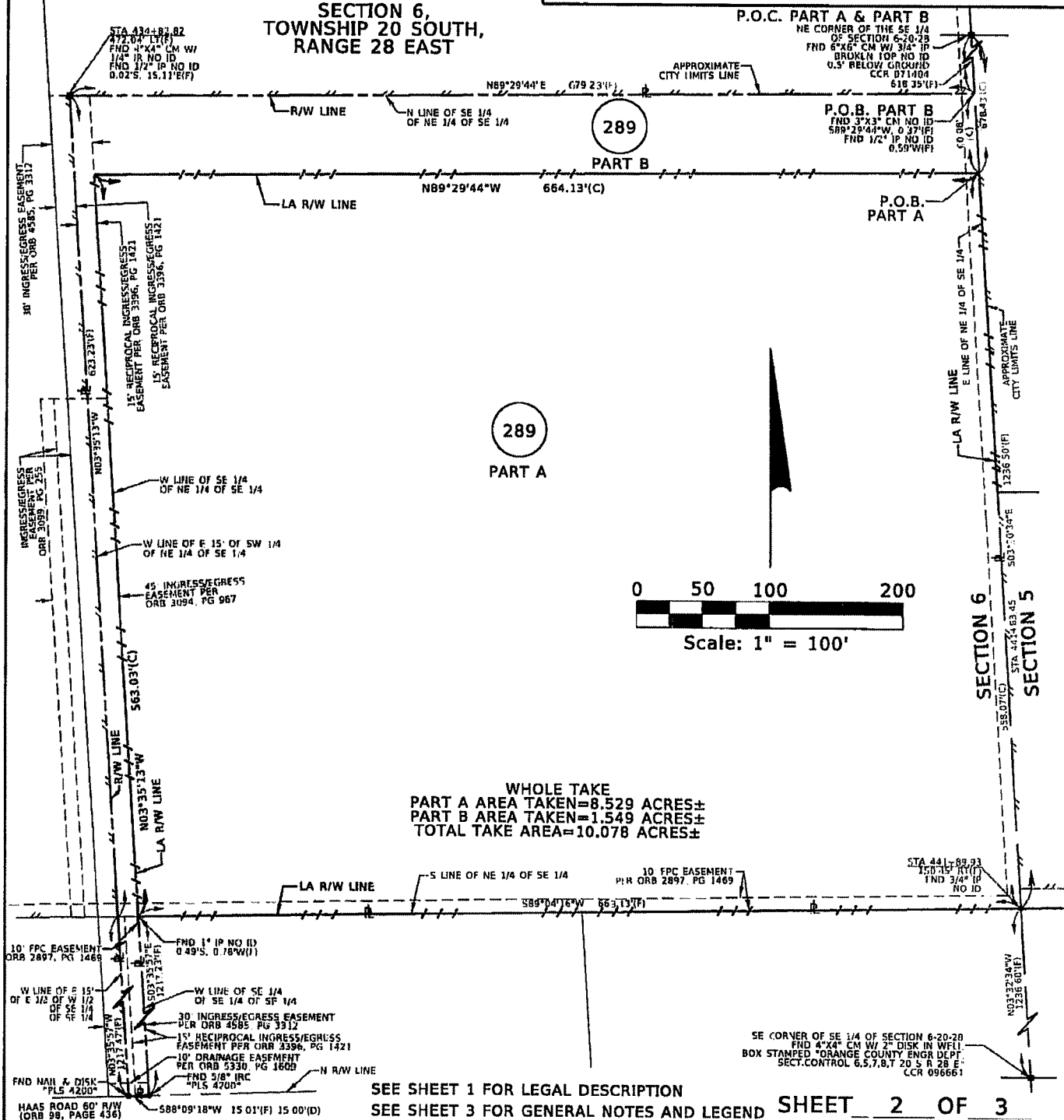
**MAITLAND, FLORIDA 32751**

**VOICE: (407) 660-2322 FAX: 660-8223**

**LAND SURVEYOR BUSINESS LICENSE NO. 6556**

# SKETCH OF DESCRIPTION

## SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST



FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-205**  
**PARCEL NO. 289**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

## SKETCH OF DESCRIPTION

### LEGEND AND ABBREVIATIONS

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

### 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 EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 03°30'34" EAST.
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 FIRST AMERICAN TITLE INSURANCE COMPANY DATED NOVEMBER 30, 2012, FILE NO. 2037-2864623, 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 SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

REVISION	BY	DATE

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 473 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-205**  
**PARCEL NO. 289**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

**2700 WESTHALL LANE**

**SUITE 137**

**MAITLAND, FLORIDA 32751**

**VOICE: (407) 660-2322 FAX: 660-8223**

**LAND SURVEYOR BUSINESS LICENSE NO. 6556**

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
STATE ROAD 429  
PROJECT NO. 429-205

PARCEL NO. 989  
PURPOSE: PART A PERMANENT EASEMENT  
PURPOSE: PART B PERMANENT EASEMENT  
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

PARCEL 989 - PART A PERMANENT EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 03°30'34" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 678.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°30'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 10.01 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°29'44" WEST, A DISTANCE OF 654.10 FEET TO A POINT; THENCE SOUTH 03°35'13" EAST ALONG A LINE 10.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 552.94 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID PARALLEL LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 20.02 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°35'13" WEST ALONG A LINE 10.00 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 10.01 FEET TO A POINT; THENCE DEPARTING SAID PARALLEL LINE, RUN NORTH 89°04'16" EAST ALONG A LINE 10.00 FEET NORTH OF AND PARALLEL TO THE AFORESAID SOUTH LINE, A DISTANCE OF 10.01 FEET TO A POINT ON THE AFORESAID WEST LINE; THENCE DEPARTING SAID PARALLEL LINE, RUN NORTH 03°35'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 553.02 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°29'44" EAST, A DISTANCE OF 664.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,271 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: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: NOVEMBER 18, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

**STATE ROAD 429**  
**CFX PROJECT NO. 429-205**  
**PARCEL NO. 989**



**GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
1349 SOUTH INTERNATIONAL PARKWAY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
STATE ROAD 429  
PROJECT NO. 429-205

PARCEL NO. 989  
PURPOSE: PART A PERMANENT EASEMENT  
PURPOSE: PART B PERMANENT EASEMENT  
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

PARCEL 989 - PART B PERMANENT EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 03°30'34" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 618.35 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°29'44" WEST ALONG SAID NORTH LINE, A DISTANCE OF 654.20 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG A LINE 10.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 60.09 FEET TO A POINT; THENCE DEPARTING SAID PARALLEL LINE, RUN SOUTH 89°24'44" WEST, A DISTANCE OF 10.01 FEET TO A POINT ON SAID WEST LINE; THENCE NORTH 03°35'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 60.09 FEET TO A POINT ON THE AFORESAID NORTH LINE; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°29'44" EAST ALONG SAID NORTH LINE, A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 601 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: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: NOVEMBER 18, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

**STATE ROAD 429**  
**CFX PROJECT NO. 429-205**  
**PARCEL NO. 989**



**GEODATA CONSULTANTS, INC.**  
**SURVEYING & MAPPING**  
1349 SOUTH INTERNATIONAL PARKWAY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

[illegible]

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: NOVEMBER 18, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

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

SHEET 3 OF 4

STATE ROAD 429  
CFX PROJECT NO. 429-205  
PARCEL NO. 989



**SURVEYING & MAPPING**  
**1349 SOUTH INTERNATIONAL PARKWAY**  
**SUITE 2401**  
**LAKE MARY, FLORIDA 32746**  
**VOICE: (407) 732-6965 FAX: 878-0841**  
**AND SURVEYOR BUSINESS LICENSE NO. 6556**

## SKETCH OF DESCRIPTION

### LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LT	= LEFT
(D)	= DEED	N:	= NORTHING
(F)	= FIELD	N&D	= NAIL AND DISK
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CM	= CONCRETE MONUMENT	ORB	= OFFICIAL RECORDS BOOK
DB	= DEED BOOK	PL	= PROPERTY LINE
E:	= EASTING	PG	= PAGE
FPC	= FLORIDA POWER CORPORATION	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
ID	= IDENTIFICATION	RT	= RIGHT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	STA	= STATION
IRC	= IRON ROD AND CAP	W/	= WITH
LA	= LIMITED ACCESS		

### 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 EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 03°30'34" EAST.
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 FIRST AMERICAN TITLE INSURANCE COMPANY DATED NOVEMBER 30, 2012, FILE NO. 2037-2864623, 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 SKETCH 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

REVISED PER COMMENTS	DPW	07/21/2014
REVISED PER COMMENTS	DPW	05/29/2014
ADDED PART B EASEMENT	DPW	04/23/2014
REVISED EASEMENTS	DPW	11/27/2013
REVISION	BY	DATE

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 31-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: NOVEMBER 18, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429  
CFX PROJECT NO. 429-205  
PARCEL NO. 989



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY  
SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

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

PARCEL NO. 890  
PURPOSE: PERMANENT EASEMENT  
ESTATE: PERMANENT EASEMENT

### LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, BROKEN TOP AND NO IDENTIFICATION; THENCE SOUTH 89°59'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 695.44 FEET TO A POINT ON THE WEST LINE OF THE EAST 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 946.92 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°04'36" EAST, A DISTANCE OF 15.02 FEET TO A POINT ON THE WEST LINE OF THE EAST 15 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE SOUTH 03°35'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°04'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 15.02 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE EAST 30 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°35'13" WEST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,513 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION  
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: APRIL 25, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-205**  
**PARCEL NO. 890**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

**2700 WESTHALL LANE**

**SUITE 137**

**MAITLAND, FLORIDA 32751**

**VOICE: (407) 660-2322 FAX: 660-8223**

**LAND SURVEYOR BUSINESS LICENSE NO. 6556**

**SKETCH OF DESCRIPTION**

NW COR OF THE NE 1/4 OF  
THE SE 1/4 OF SECTION 6-20-28  
FND 1 1/2\" IP NO ID  
FND 4\"X4\" CM  
PAIN WING ALSO 1956"  
0.76'(WF)

FND 4\"X4\" CM WI  
1/4\" IR NO ID  
FND 1 1/2\" IP  
NO ID  
0.27'S, 0.17'E(F)

S89°59'30\"W 1331.50'(F)  
N LINE OF NE 1/4  
OF SE 1/4

P.O.C.  
NE CORNER OF THE  
SE 1/4 OF SECTION 6-20-28  
FND 6\"X6\" CM WI 3/4\" IP  
BROKEN TOP NO ID  
0.5' BELOW GROUND  
CCR 071404

CITY OF APOKA

APPROXIMATE CITY LIMITS LINE

EASEMENT AREA -  
4,513 SQUARE FEET

SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

**SHEET 2 OF 3**

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  DATE: APRIL 25, 2013 PROJECT NO.: P04-04 DRAWN: DPW CHECKED: JMS	<b>STATE ROAD 429</b> <b>OCEA PROJECT NO. 429-205</b> <b>PARCEL NO. 890</b>	<b>GEODATA CONSULTANTS, INC.</b> SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (407) 660-2322 FAX: 660-8223 LAND SURVEYOR BUSINESS LICENSE NO. 6556
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DRAWN: DPW CHECKED: JMS

**SHEET 2 OF 3**

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

## SKETCH OF DESCRIPTION

### LEGEND AND ABBREVIATIONS



(C)	= CALCULATED	LT	= LEFT
(D)	= DEED	N:	= NORTHING
(F)	= FIELD	NO.	= NUMBER
CCR	= CERTIFIED CORNER RECORD	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
FPC	= FLORIDA POWER CORPORATION	RT	= RIGHT
ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
IP	= IRON PIPE	STA	= STATION
IR	= IRON ROD	W/	= WITH

### 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 NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 89°59'30" EAST.
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 FIRST AMERICAN TITLE INSURANCE COMPANY DATED JANUARY 30, 2013, FILE NO. 2037-2898339, 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 SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

				<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 56-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 172 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p> <p> 11-21-13 H. Paul deViverra, Professional Land Surveyor No. 4990 DATE</p>	
REVISED PER COMMENTS		DPW	05/23/2013		
REVISION		BY	DATE		
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429 OOCEA PROJECT NO. 429-205 PARCEL NO. 890		 <b>GEODATA CONSULTANTS, INC.</b> SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (407) 660-2322 FAX: 660-8223 LAND SURVEYOR BUSINESS LICENSE NO. 6556	
DATE: <u>APRIL 25, 2013</u>					
PROJECT NO.: <u>P04-04</u>					
DRAWN: <u>DPW</u> CHECKED: <u>JMS</u>					

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

PARCEL NO. 292  
PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

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 EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" BROKEN CONCRETE MONUMENT WITH A 3/4" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 88°13'25" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2647.84 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 5, BEING A FOUND 1/2" IRON ROD, NO IDENTIFICATION; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°29'28" EAST ALONG THE EAST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 945.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°29'28" EAST ALONG SAID EAST LINE, A DISTANCE OF 338.57 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°14'21" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 662.13 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°30'38" WEST ALONG SAID WEST LINE, A DISTANCE OF 336.69 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°04'36" EAST, A DISTANCE OF 662.16 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 5.127 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION  
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: APRIL 18, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

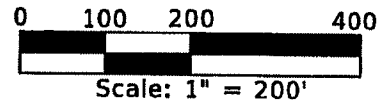
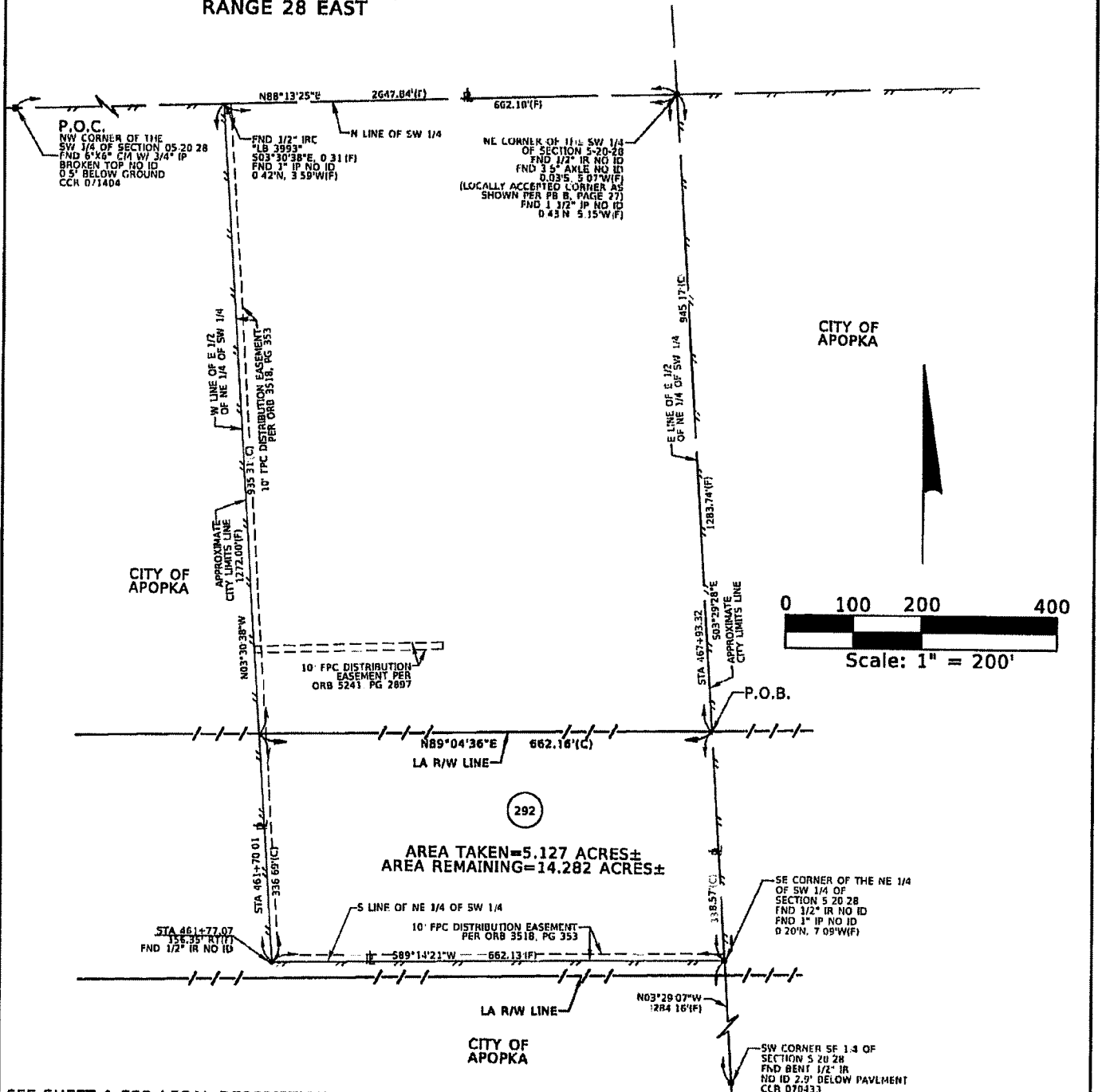
**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-205**  
**PARCEL NO. 292**



**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

# SKETCH OF DESCRIPTION

SECTION 5,  
TOWNSHIP 20 SOUTH,  
RANGE 28 EAST



SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: APRIL 18, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429  
OOCEA PROJECT NO. 429-205  
PARCEL NO. 292



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

## SKETCH OF DESCRIPTION

### LEGEND AND ABBREVIATIONS


(C)	= CALCULATED	NO.	= NUMBER
CM	= CONCRETE MONUMENT	ORB	= OFFICIAL RECORDS BOOK
(F)	= FIELD	OOCEA	= ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CCR	= CERTIFIED CORNER RECORD	PL	= 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
IRC	= IRON ROD AND CAP	R/W	= RIGHT OF WAY
LA	= LIMITED ACCESS	STA	= STATION
		W/	= WITH

### 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 EAST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 05, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 03°29'28" EAST.
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 FIRST AMERICAN TITLE INSURANCE COMPANY DATED NOVEMBER 30, 2012, FILE NO. 2037-2864631, 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 SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

REVISED PER COMMENTS		DPW	03/11/2014	<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 471 OF THE FLORIDA STATUTES, SUBJECT TO NOTED AND NOTATIONS SHOWN HEREON.</p> <p><i>[Signature]</i> H. Paul deViere, Professional Land Surveyor No. 4990</p> <p>DATE: 3-11-14</p>
REVISED PROPOSED LA R/W LINE		DPW	02/06/2014	
REVISED PER COMMENTS		DPW	05/23/2013	
REVISION		BY	DATE	
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429		<p> <b>GEODATA CONSULTANTS, INC.</b> <b>SURVEYING &amp; MAPPING</b> 1349 S. INTERNATIONAL PARKWAY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: (407) 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556</p>
DATE: APRIL 18, 2013		OOCEA PROJECT NO. 429-205		
PROJECT NO.: P04-04		PARCEL NO. 292		
DRAWN: DPW CHECKED: JMS				


# Tab E



## MEMORANDUM

TO: Central Florida Expressway Authority, CLIENT-MATTER NO.: 19125.0187  
Right-of-Way Committee Members

CC: Linda Brehmer Lanosa, Esq., Deputy General Counsel  
David Shontz, Esq.

FROM: Suzanne M. Driscoll, Esq., Right-of-Way Counsel 

DATE: August 8, 2017

RE: **State Road 429 Wekiva Parkway, Project 429-204:**  
*CFX v. Anthony Randall Carter, et al.* Case No.: 2015-CA-3555-O (P. 252)

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Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee to settle all the outstanding experts' fees and costs incurred by the Respondent in the above referenced matter.

### DESCRIPTION AND BACKGROUND

The above referenced Respondent accepted an Offer of Judgment in the amount of \$338,150.00 made by CFX in May 2017. Following that acceptance, Counsel for Respondent, Harold Lassman, Esq., of Maguire Lassman, P.A., submitted to Counsel for CFX detailed statements of service for each of the Respondent's experts. Following negotiations, the parties were able to reach resolution on all the experts' fees subject to final approval by the CFX Right-of-Way Committee and Board. A copy of the Settlement Agreement as to Expert Fees and Costs is attached as Exhibit "I" to this Memorandum.

### OUTSTANDING EXPERT COSTS

The following details the expert costs submitted by Respondent's counsel:

- a. Calhoun, Dreggors and Associates in the sum of \$24,400.00;
- b. MEI Civil, LLC in the sum of \$13,266.75;
- c. JTS Tech in the sum of \$1,593.60;
- d. Lakemont Group in the sum of \$6,230.00;
- e. VHB in the sum of \$6,625.46;
- f. Ovation Construction, Inc. in the sum of \$1,800.00;
- g. Power Acoustics in the sum of \$4,908.75;
- h. Williams Development Services, Inc. in the sum of \$5,500.00.

### **RECOMMENDATION**

Based upon our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel and experts and prior settlements, I recommend approval of a total settlement for all Respondent's experts' fees in the sum of \$56,202.47. This settlement represents an approximate 10% reduction in the total fees invoiced by the Respondent's experts in this matter. In addition, it eliminates the additional attorneys' fees that CFX would be obligated to pay if this matter was to proceed to a cost hearing. Accordingly, we respectfully request that the Right-of-Way Committee recommend to the CFX Board the approval of the settlement of all the outstanding experts' fees and expert costs for the referenced matter in the amount of \$56,202.47.

### **ATTACHMENTS**

- Exhibit "A" - Calhoun, Dreggors and Associates invoices
- Exhibit "B" - MEI Civil invoices
- Exhibit "C" - JTS Tech invoices
- Exhibit "D" - Lakemont Group invoice
- Exhibit "E" - VHB invoices
- Exhibit "F" - Ovation Construction, Inc. invoices
- Exhibit "G" - Power Acoustics invoice
- Exhibit "H" - Williams Development Services, Inc. invoice
- Exhibit "I" – Settlement Agreement as to Expert Fees and Costs

# Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

June 9, 2017

Raymer F. Maguire, Esq.  
c/o Maguire Lassman  
605 East Robinson Street  
Suite 140  
Orlando, FL 32801

RE:   Owner:       Carter  
      Project:     Wekiva Parkway  
      Parcel No.: 252  
      County:     Orange

## INVOICE

Review CFX reports, conferences with experts and owners, inspect subject property, meetings with owners and experts, review valuation issues, sales research/analysis, review sales, review highest and best use issues, analysis of damages, review land values, review moving costs, review/write report, review condemnation blight information, review motions regarding blight, valuation analysis as of 2006, preparation of appraisal.

Abrams Schmidt:	99.75 Hrs. x \$175/Hr. =	\$17,456
Dreggors:	25.25 Hrs. x \$275/Hr. =	<u>6,944</u>
<b>Total</b>		<b>\$24,400</b>

Thank you,

Richard C. Dreggors, GAA  
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804  
Tel (407) 835-3395 • Fax (407) 835-3393

**EXHIBIT A**

<b>OWNER</b>	<b>CARTER</b>	<b>COURTNEY ABRAMS SCHMIDT</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>252</b>	
<b>COUNTY</b>	<b>ORANGE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
05/13/15	RESEARCH SALES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; ANALYSIS OF HIGHEST AND BEST USE.	4.25
05/14/15	ANALYSIS OF LAND SALES; RESEARCH IMPROVED SALES.	4.00
05/15/15	MEETING WITH OWNER'S REPRESENTATIVE.	0.75
02/08/16	PREPARE FOR AND MEET WITH EXPERTS REGARDING CONDEMNATION BLIGHT.	1.50
03/07/16	RESEARCH/ANALYSIS OF LAND SALES.	2.75
03/09/16	ANALYSIS OF SALES.	3.50
03/11/16	RESEARCH/ANALYSIS OF LAND SALES.	2.00
08/03/16	BLIGHT STUDY ANALYSIS.	1.50
08/08/16	WORK ON BLIGHT STUDY.	4.00
09/29/16	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	1.25
10/20/16	WORK ON BLIGHT STUDY.	2.00
10/21/16	WORK ON STUDY; RESEARCH/ANALYZE MARKET TRENDS.	4.00
03/01/17	PULL ADDITIONAL SUBJECT INFORMATION; REVIEW LAND PLANNING REPORT; REVIEW CONDEMNOR'S APPRAISAL; ANALYSIS OF SALES.	4.25
03/02/17	PREPARE FOR INSPECTION; INSPECT SUBJECT PROPERTY.	1.50
03/31/17	MEETING WITH RICK TO DISCUSS ADDITIONAL WORK TO BE DONE; RESEARCH/ANALYSIS OF SALES; CALL WITH OWNER'S REPRESENTATIVE.	2.50
04/03/17	ANALYSIS OF SALES.	2.75
04/04/17	ASSISTED WITH APPRAISAL; PREPARED SUBJECT EXHIBITS; CALL WITH OWNER'S REPRESENTATIVE.	4.50
04/05/17	ASSISTED WITH APPRAISAL.	5.25
04/06/17	CALL WITH EXPERTS; RESEARCH 2006 SALES.	2.00

<b>OWNER</b>	<b>CARTER</b>	<b>COURTNEY ABRAMS SCHMIDT</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>252</b>	
<b>COUNTY</b>	<b>ORANGE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
04/07/17	RESEARCH/ANALYSIS OF 2006 SALES DATA.	3.00
04/10/17	RESEARCH/ANALYSIS OF 2006 SALES DATA; CALL WITH EXPERTS.	3.25
04/11/17	WORK ON 2006 LAND SALE WRITE-UPS AND EXHIBITS; VERIFY SALES.	4.50
04/13/17	INSPECTED 2006 LAND SALES; WORKED ON WRITE-UPS.	2.50
04/17/17	RESEARCH/ANALYSIS OF 2006 IMPROVED SALES; WORK ON SALE WRITE-UPS AND EXHIBITS; ASSISTED WITH APPRAISAL; MEETING WITH RICK.	3.75
04/18/17	ANALYSIS OF 2006 SALES; ASSISTED WITH APPRAISAL.	3.00
04/19/17	RESEARCH VERIFICATION INFORMATION FOR IMPROVED 2006 SALES; VERIFY SALES; WORK ON SALE EXHIBITS; ASSIST WITH APPRAISAL.	3.75
04/21/17	REVIEW ENGINEERING REPORT; ASSIST WITH APPRAISAL.	3.25
04/24/17	REVIEW OF CONTRACTOR'S COST ESTIMATE; ASSIST WITH APPRAISAL ANALYSIS; CALL WITH EXPERTS.	4.75
04/28/17	INSPECTED 2006 SALES; VERIFIED SALES; ASSISTED WITH APPRAISAL.	3.75
05/01/17	ASSIST WITH APPRAISAL; VERIFY SALES; CALL WITH OWNER'S REPRESENTATIVE.	3.75
05/02/17	ASSIST WITH APPRAISAL; WORK ON ADDENDA.	1.50
05/03/17	REVIEW OF WILLIAMS LAND PLANNING REPORT; ASSIST WITH APPRAISAL; WORK ON ADDENDA.	2.25
05/04/17	ASSISTED WITH APPRAISAL; WORKED ON ADDENDA.	2.00
05/18/17	PREPARE SUMMARY ANALYSIS IN PREPARATION FOR CONFERENCE CALL.	<u>0.50</u>
	<b>TOTAL HOURS</b>	<b>99.75</b>

<b>OWNER</b>	<b>CARTER</b>	<b>RICHARD C. DREGGORS, GAA</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>252</b>	
<b>COUNTY</b>	<b>ORANGE</b>	

<i>DATE</i>	<i>TYPE OF SERVICE</i>	<i>HOURS</i>
03/23/15	BEGIN REVIEW OF CFX REPORTS.	0.50
03/27/15	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE.	1.50
05/14/15	REVIEW SALES AND PREPARE FOR MEETING.	1.25
05/15/15	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE TO REVIEW OUR PRELIMINARY FINDINGS AND HIGHEST AND BEST USE ISSUES.	2.75
11/09/15	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE.	0.25
02/08/16	PREPARE FOR AND MEET WITH EXPERTS AND OWNER TO REVIEW IMPACTS OF THE PROPERTY IN THE AREA; REVIEW EXAMPLES OF THESE AND DOCUMENTS.	1.75
06/13/16	PREPARE FOR AND CONFERENCE WITH PLANNER AND ENGINEER REGARDING ACCESS TO REMAINDER.	0.50
09/29/16	PARTICIPATE IN CONFERENCE WITH EXPERTS TO REVIEW SCOPE OF ASSIGNMENT AND DEADLINES.	1.25
11/25/16	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE	0.75
12/06/16	REVIEW MOTIONS REGARDING BLIGHT.	0.75
12/12/16	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE REGARDING BLIGHT.	0.75
12/13/16	PREPARE FOR AND CONFERENCE WITH EXPERTS REGARDING BLIGHT PROPERTY.	0.75
02/16/17	CONFERENCE WITH EXPERTS AND OWNER'S REPRESENTATIVE.	0.25
03/02/17	INSPECT SUBJECT AND AREA OF TAKING; PHOTOGRAPH HIGHWAY CONSTRUCTION.	1.50
03/03/17	MEETING WITH ASSOCIATE TO REVIEW ADDITIONAL ANALYSIS NEEDED.	0.75
03/28/17	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION MATTERS.	0.50

<b>OWNER</b>	<b>CARTER</b>	<b>RICHARD C. DREGGORS, GAA</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>252</b>	
<b>COUNTY</b>	<b>ORANGE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
03/30/17	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING VALUATION ANALYSIS AS OF 2006.	0.25
04/04/17	PREPARE FOR AND CONFERENCE WITH EXPERTS AND OWNER'S REPRESENTATIVE.	0.75
04/07/17	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING STATUS OF REPORTS FROM OTHER EXPERTS.	0.50
04/17/17	MEETING WITH ASSOCIATE TO REVIEW 2006 ERA HOME SALES AFTER.	0.50
04/24/17	PREPARE FOR AND CONFERENCE WITH ENGINEER AND CONTRACTOR.	0.75
05/05/17	INSPECTION OF SALES.	2.75
05/09/17	REVIEW/WRITE REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE.	<u>4.00</u>
	<b>TOTAL HOURS</b>	<b>25.25</b>

please make checks payable to:

**m e i civil, LLC**

964 Lake Baldwin Lane, Suite 200

Orlando, FL 32814

407-893-6894

fax 407-893-6851

www.meicivil.com

bill to:

Harold A. Lassman, Esquire

Maguire Lassman, P.A.

605 E. Robinson Street, Suite 140

Orlando, Florida 32801

Invoice Date: 6/12/2017

Invoice Number: 191022H-1

Invoice Amount Due: **\$13,266.75**

**JOB: SR 429, Parcel 252**

**Anthony Randall Carter**

**Engineering Analysis**

Description	Hours	Rate	Fee	Total
Principal (DLM)	34.0	\$265.00	\$9,010.00	\$9,010.00
Senior Designer (JRR)	29.0	\$125.00	\$3,625.00	\$3,625.00
<b>Subtotal</b>				<b>\$12,635.00</b>
<b>Expense (5%)</b>				<b>\$631.75</b>
<b>Total Fee Due</b>				<b>\$13,266.75</b>

See attachment for detail.

Payment is due upon settlement of compensation for subject parcel.

## *Work Descriptions for Daniel L. Morris, P.E.*

191022h

*Job Name* SR429, P 252, Anthony Randall Carter

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
9/12/2016	2.0		review CFX appraisal report
9/29/2016	4.5		review trial order, review of preliminary exhibits, prepare for and attend conf call with appraiser, planner and attorney
4/6/2017	5.5		review appraisal report, and construction plans, prepare for and attend conf call with experts and attorneys
4/11/2017	3.5		prepare for and make site visit
4/18/2017	4.5		preliminary engineering report
4/21/2017	9.5		preliminary engineering report, review CFX construction plans, and report exhibits
4/25/2017	4.5		review planning report coordinate utility cost

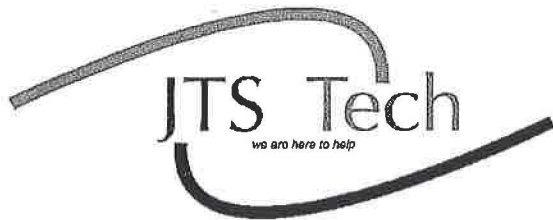
*Total Hours:* 34.0

## *Work Descriptions for John R. Russell*

191022H

*Job Name*                      *Wekiva Parkway P252 Anthony Randall Cart*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
9/23/2016	2.0		Create Exhibit Plan Sheets & Labeling
9/23/2016	1.5		8X11 USGS, FEMA, Aerial & Location Map Exhibits
9/23/2016	2.5		Area of Take Base File - Drafting & Calculations
9/23/2016	3.0		Download & Review Appraisal & FDOT Plans
9/26/2016	3.0		Drafting SR 429 Roadway Plans
9/26/2016	2.0		Before Conditions Base File - Drafting & Calculations
9/27/2016	2.5		Adjust Sheet SetUp From In-House MarkUps
9/27/2016	1.5		Drafting SR 429 Roadway Plans
9/27/2016	2.0		SR 429 Roadway Plans - Striping & Shading
9/28/2016	1.5		UnCured Exhibit
9/28/2016	3.0		Assemble Base Cadd Files & Create Exhibit Sheets
9/28/2016	1.0		Uncured Conditions Plan - Hatching
9/28/2016	2.5		UnCured Conditions Base File - Drafting & Calculations
5/10/2017	1.0		Create Images for Report
<i>Total Hours:</i>		29.0	



July 20, 2017

Invoice Mailing:

Mr. Raymer F. Maguire  
Attorney at Law  
Maguire Lassman, P.A.  
605 E. Robinson Street, Suite 140  
Orlando, FL 32801

Services Completed For :

Client : Anthony Randall Carter  
Project : Wekiva - Parkway  
County : Orange  
Parcel : 252  
Job Number : ML2016-702B-252  
Hourly Rate : \$120.00  
Total Hours : 13.28

Summary:

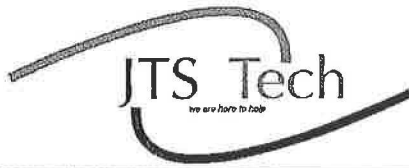
Research and analysis of data, graphics and maps to be used on behalf of the client. Time and details for the services completed are provided on the subsequent pages. All costs for time, travel and materials have been factored in for a comprehensive billing approach.

Thank you ,

Jerry Holder  
JTS Tech Support Staff  
JTSTechhelp@gmail.com  
(407) 718-7530

Total Invoiced Amount :	\$1,593.60
-------------------------	------------

Payment should be mailed to: JTS Tech P.O. Box 682 Plymouth, FL 32768



Client : Anthony Randall Carter  
 Project : Wekiva - Parkway  
 County : Orange  
 Parcel : 252  
 Job Number : ML2016-7028-252  
 Hourly Rate : \$120.00  
 Total Hours : 13.28

For Services Rendered Please Remit : \$1,593.60

Date and Detail	Time
3/3/16	0.08
Discussion with Matt on	
- Scheduled conference call change of time and expert involvement.	
- ACA group's potential for providing aerial imagery and the ability to obtain and incorporate these historic aerals.	
3/15/16	0.15
Discussion with Kurt Griffel on creation of exhibits of aerial photos for Kelly Park Road	
Memos to and from Kurt regarding scalability and potential requirements	
3/16/16	0.15
Discussion with Matt on follow up to Kurt's emails, potential requirements and direction	
Communication to Kurt on priority and items being requested	
3/21/16	0.30
Aerial review and creation of TIFF files ranging from 1995 to 2015 of the four mile radius from PS+KP Intersection.	
3/22/16	0.33
Email follow up with Kurt of ACA, Matt of ML and Katie of VHB for PS+KP intersection	
Join me with Matthew of ML and Katie of VHB to discuss cost for Aerial historic photos, The particulars as to level of detail the photos will have in RAW or TIFF or JPEG. Care on correctly selecting the format detail is key to a usable / viewable exhibit. Matt will discuss findings with Raymer.	
3/24/16	0.60
Review Mr. SID file format received from ACA on the feasibility of file compatibility on image creation from one decade to another. Sample file was received and tested. Emails to Matt, Kurt, and Katie on the progress	
3/28/16	0.30
Conference call discussion on subject taking area and how to best graphically display the impact. Exhibit and display potentials. Discussion on VHB's working with the overlays and samples being received from ACA.	
3/29/16	0.45
Full download of 70's and 80's ACA aerals in SID format to be converted and prepared for upload to VHB.	
4/1/16	0.90
A collection of discussions and emails on	
ACA aerals from the 80's and 90's,	
sample files converted for VHB import, VHB test files on the aerals	
Confirmation to include 90's in the downloads from ACA	
Upload of test files in SID format	
Download of 90's ACA aerial in SID format to be converted and prepared for upload to	
4/2/16	1.20
Full conversion, preparation and upload of 1970 and 1980 picture tiles to VHB extranet system.	
4/4/16	0.60
Full conversion, preparation and upload of 1990 picture tiles to VHB extranet system.	
4/12/16	0.15
Review of 15x15 tiled exhibit (raw format) from VHB in preparation for exhibit creation.	
Testing of file size in Power Point.	

4/13/16	0.23
Conference call to review progress and priority exhibit files being created. File size, PPI concerns for the display potentials was discussed. VHB, and Matt were on the call reviewing overlay requirements for the newly combined tiles on the 70s, 80s and 90s files	
4/14/16	0.45
Conference call with Matt and Harold to review details on the exhibits to be created. Discussion included: - VHB involvement in 70's 80's and 90's composite end product - ACA providing the raw imagery that made up composite file - Consideration for documenting logging originals - The layering method ensure usable files	
4/18/16	0.45
Conference call and Joinme to review exhibit details with the experts. Creation of 70s tile log including thumbnail and captions. Sent for review and comments to Matt.	
4/20/16	0.90
Organization and file documentation for 80's Tile log file. Including communication with Matt and Katie on the ways to streamline our approach for tile log files. Also communication with ACA for verification of original film.	
4/21/16	0.30
Completion of the Tile log file for the 90's and communication with the team on the	
4/22/16	0.60
Review of the Certification letters from FDOT Comparison of details in the certification with the files downloaded and converted Documented and follow up with ACA on three filenames from the lake 1983 list. Status update with Matt on exhibit results progress.	
11/8/16	0.34
Reviewed sample data from Josh Harris. Small sampling uploaded for quick verification on various map point programs	
11/18/16	0.45
Join me conference call to discuss data and ideas as to the best way to explain what is being seen with how Blight will be addressed the cases. Review of potential ideas on what information still needs to be gathered. Reviewed a number of discussion points on how to best present the finding and key points of CFX documents that has been amassed over the years through studies, reports,	
12/1/16	0.26
T/C Blight Cases; Raymer; Matt; Hall; K. Shannon; K. Hebert; Holder Continued to review potential PPT slides for overall case involvement Participation in Matt's overview of published government documents.	
12/9/16	0.45
T/C Blight cases; Raymer; Matt;; Continued discussion and review for potential PPT slides for overall case development. Detailed discussion on proper map and data usage in regards to of published government documents.	
12/14/16	0.15
Phone call discussing property reports still in progress and the potential order of importance.	
4/10/17	3.50
Review of emails and location pertaining to the Carter project. Identified property locations in the desired video footage Outlined and discussed extraction sections for the video footage Downloaded aerial footage from the Wekiva Parkway site. Extracted sections pertinent to the Carter property. Re synced the audio to match the video where necessary Created/Prepared files for further use and comments. Uploaded sample files for Attorney review and instructions.	
Time Total : 13.28	

**Lakemont Group**

2037 Shaw Lane, Orlando, FL 32814

**INVOICE**

Invoice Number 1

Period Covered --

12/1/16 to 6/7/17

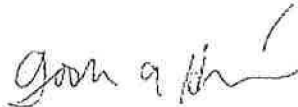
June 7, 2017

To:

Harold A. Lassman, Esq  
Maguire Lassman, P.A.  
605 E. Robinson St, Suite 140  
Orlando Florida 32801  
Attn: Accounts Payable

DATES	DESCRIPTION	PERSON	HOURS	RATE	AMOUNT
	<b>Client: Anthony Randal Carter</b> <b>Matter: CFX v. Carter et. al. – Parcel 252</b> <b>3245 Ondich Road, Apopka, Florida</b> <b>Case No: 2015-CA-003555-O</b>				
See Attached	Meetings and calls with attorneys and clients, review of documents, determine scope of report and research.	JH	3.45	\$350.00	\$ 1,207.50
See Attached	Research blight issues, development potential, tour market area, update data files and findings.	JH	4.40	\$350.00	\$ 1,540.00
See Attached	Draft report, prepare charts, maps, graphs and summarize file and append into report.	JH	9.95	\$350.00	\$ 3,482.50
	SUB TOTAL:				\$ 6,230.00
Expenses	None				\$ 0.00
	TOTAL DUE:				\$ 6,230.00
	NOTE: Bill reflects partial time allocation (50% to CFX vs. Aran Glenn Carter – Parcel 253) Note: Hour Detail Sheet Attached				

Thank you very much for the opportunity to serve.



Joshua A. Harris, Ph. D., CRE, CCIM, CAIA  
Managing Partner  
Lakemont Group

**Payment Instruction via Check:**

LAKEMONT GROUP  
C/O JOSHUA HARRIS  
2037 SHAW LANE  
ORLANDO, FL 32814

Hour Detail Sheet

Client: Anthony Randall Carter					
Matter: CFX Parcel 252 - 3245 Ondich Rd., Apopka FL					
Person	Date	Hrs	Description	Allocation	Alloted Time
JH	12/2/2016	1	initial case talk - scope of work - items to research	50%	0.50
JH	12/2/2016	3.7	document intake, review, building of file, research	50%	1.85
JH	12/7/2016	3.6	review motion on blight, research blight issues	50%	1.80
JH	12/10/2016	3.5	property and market research	50%	1.75
JH	12/14/2016	1.7	econ market research, updating of file	50%	0.85
JH	12/15/2016	3.5	draft report - market section, housing data	50%	1.75
JH	12/16/2016	2.6	draft report - blight issue, impacts of project	50%	1.30
JH	12/16/2016	4.3	updates charts, tables, further research	50%	2.15
JH	12/19/2016	2.5	Finalize report and edit	50%	1.25
JH	12/29/2016	1	Call to discuss report and blight issues	50%	0.50
JH	4/3/2017	0.3	call to discuss appraisal issues	50%	0.15
JH	4/10/2017	0.6	call to discuss scope of report	50%	0.30
JH	4/16/2017	3.4	update and reformat charts, edit report	50%	1.70
JH	5/2/2017	0.3	call to discuss report	50%	0.15
JH	5/4/2017	3.6	final edits and formating of report	50%	1.80
Total		35.6			17.8

*Payment Instruction via Check:*

LAKEMONT GROUP  
C/O JOSHUA HARRIS  
2037 SHAW LANE  
ORLANDO, FL 32814



# Invoice

Please remit to:  
**Vanasse Hangen Brustlin, Inc.**  
101 Walnut Street, PO Box 9151 | Watertown, MA 02471  
617.924.1770 F 617.924.2286

Harold Lassman, Esq.  
Maguire Lassman, P.A.  
605 E. Robinson Street  
Suite 140  
Orlando, FL 32801

Invoice No: <Draft>  
June 12, 2017  
VHB Project No: 62326.01

**Invoice Total \$6,625.46**

Professional Planning Services for Carter Property (Anthony Carter)

Professional Services Thru June 10, 2017

## Professional Personnel

	Hours	Rate	Amount
Principal 1	6.50	250.00	1,625.00
Technical/Professional 07	3.00	125.00	375.00
Technical/Professional 06	2.00	125.00	250.00
Technical/Professional 05	30.00	125.00	3,750.00
Technical/Support 2	7.00	85.00	595.00
Totals	48.50		6,595.00
<b>Total Labor</b>			<b>6,595.00</b>

## Reimbursable Expenses

Printing	30.46
<b>Total Reimbursables</b>	<b>30.46 30.46</b>

**Total this Invoice \$6,625.46**

## Billings to Date

	Current	Prior	Total
Labor	6,595.00	0.00	6,595.00
Expense	30.46	0.00	30.46
<b>Totals</b>	<b>6,625.46</b>	<b>0.00</b>	<b>6,625.46</b>



**Archimedia Solutions Group - VHB Billing Backup Report**  
125 Liberty Street #301  
Danvers, MA 01923

**Project Number: 62326.01**

**Period: 201613**

Date	Location	Job Type	User	Total
11/23/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$27.69
			<b>Total</b>	<b>\$27.69</b>

**Billing Period thru 06/06/2017**  
**Project No. 62326.01**  
**Project Title: Planning Services for**

Employee	Date	Time (in hours)	Description
Davis	04/11/16	1	80s aerial merge
	04/18/16	2.00	Historic Aerial Exhibits
	04/19/16	2.00	Historic Aerial Exhibits
	04/22/16	1.00	Historic Aerial Exhibits
	04/25/16	1.00	Historic Aerial Exhibits
	04/27/16	1.00	Historic Aerial Exhibits
	04/28/16	0.50	Historic Aerial Exhibits
	05/02/16	0.50	80s aerial tile numbering
	05/03/16	0.50	90s aerial tile numbering
		<b>9.5</b>	
Hall	06/13/16	1.00	tele conference
	06/17/16	1.00	Revisions & research
	06/14/16	1	Wekiva Parkway research
	09/26/16	1	Tele call with Raymer
	09/29/16	1	Review of DPA
	11/29/16	1	Mtg
	12/05/16	0.5	Invoicing
		<b>6.50</b>	
			File and upload Executed Master Agreement and set up new .01 job for Maguire Lasman ED Services for Carter Property
Jackowski	06/14/16	0.50	(brothers - split properties)
Needler	05/16/16	1.00	Research
	05/18/16	1.50	Research
	05/20/16	1.50	Research
	05/31/16	1.00	Maitland Boulevard Extension
	06/07/16	1.50	Orlando Beltway Timeline
	06/08/16	0.50	Research
		<b>7.00</b>	
Shannon	04/19/16	1.00	Time spent on historic aerals exhibits; team meeting with Katie and Jim
	05/17/16	0.50	Review with Ben and Jim scope of Parkway chrono study
	06/14/16	1	Wekiva Parkway Timeline exhibits
			Wekiva Parkway timeline exhibits/beltway timeline exhibits in
	06/15/16	1.5	Photoshop/InDesign
	06/17/16	4	GIS Map series created in GIS; start of DPA
	06/20/16	2.5	Revisions to DPA; general edits to map series

	06/29/16	0.5	Telephone conference with Dreggors, Hall, Lassman, Matt, Maguire
	11/22/16	1	Review of MEI Data; conference call
	11/23/16	2	Edits to report; review of appraisal; tele call with Courtney
	11/29/16	1	Meeting with Jim; edits to report; sent to client
	12/09/16	0.5	Meeting with Dreggors, Maguire, Matt, Josh Harris, Harold on history of Wekiva Parkway and development; further research on docs like EIS< PD&E start of creation of graphics
	12/12/16	2	Series of roadway exhibits in GIS, Photoshop, and InDesign: Wekiva Springshed and Springs exhibit, Municipalities exhibit, Planned Highway Exhibit
	12/13/16	1	Edits to blight graphics
	12/16/16	1.5	Tele call with Abrams; Conference call with Lassman, Matt, Dreggors, Abrams, Morris; review of utility cost estimate; GIS estimate on acres serviced; quantity of units provided; research on KP DRI
	01/06/17	0.5	Scheduling; Lassman email correspondence
	04/04/17	0.5	tele conference; review of Northwest area conceptual master plan
	04/28/17	1	MEI conference
		<b>22.00</b>	
Taniguchi	05/20/16	3	Work on the Wekiva Parkway History
<b>Total</b>		<b>48.50</b>	



POST OFFICE BOX 621287  
OVIEDO, FLORIDA 32762  
(407) 722-4161  
Fax: (866) 431-6032

## INVOICE #OV1755

June 8, 2017

Maguire Lassman, PA  
Attn: Harold Lassman, PA  
605 E. Robinson Street, #140  
Orlando, Florida 323801

Re: Anthony Randall Carter Parcel #252  
SR429 (Wekiva Parkway)

---

DESCRIPTION: Perform Eminent Domain work for the Carter Parcel.

TOTAL COST: 12 Hrs x \$150.00/hr = \$1,800.00

Thank you.


Sincerely,  
Bert Karpinski  
Ovation Construction, Inc.

**TIME SHEET LOG**  
**BERT KARPINSKI/OVATION CONSTRUCTION**

PROJECT: Anthony Randall Carter (Parcel #252)

DATE	HOURS	DESCRIPTION
4/3/2017	1	Receive Cure Drawings from MEI Civil Engineering/Reviewed
4/8/2017	2.5	Site Visit to document existing conditions
4/22/2017	4.5	Prepare Existing Conditions Report & Cost of Items in the Parent Tract
4/24/2017	1	Conference Call with Harold Lassman & Dan Morris/Reviewed reports
4/25/2017	1	Revised Existing Conditions Report and e-mailed out to Attorney.
4/26/2017	1	Worked on Re-Claimed water distribution line cost
4/27/2017	0.25	Completed reclaimed water line cost analysis and sent to MEI Civil for review
5/2/2017	0.5	Had conversation with MEI Civil Engineering and made modifications to reclaimed water line cost
5/3/2017	0.25	Finalized water cost estimate and sent to MEI Civil

**12 TOTAL HOURS**

 **Power Acoustics, Inc.**  
12472 Lake Underhill Rd #302  
Orlando, FL 32828

# Invoice

DATE	INVOICE #
6/8/2017	17-06307

BILL TO
Maguire Lassman, P.A. 605 E. Robinson Street, Suite 140 Orlando, FL 32801

CUSTOMER CONTACT / SHIPPED TO
Maguire Lassman, P.A. 605 E. Robinson Street, Suite 140 Orlando, FL 32801

P.O. NO.	TERMS	JOB
	Per Agreement	CFX/Carter Parcel 252

DESCRIPTION	QTY	RATE	AMOUNT, US\$
Principal Consultant Breakdown attached	23.375	210.00	4,908.75
			<b>Total, US Dollars \$4,908.75</b>

Power Acoustics, Inc  
Federal Identification Number: 59-3500644

Remit to the address above.

Direct questions concerning this invoice to Dave Parzych at (407) 381-1439.

Principal Consultant: Dave Parzych, INCE.Bd.Cert  
 Job: Carter (Parcels 252 and 253) vs Expressway Authority eminent domain  
 Client: Maguire Lassman

Date	Time	Rate	Work Accomplished
6/29/2015	4	210	\$840.00 Review aerial and appraisal, prep sound monitor
6/30/2015	3	210	\$630.00 Review Carter Properties, Setup monitor
7/1/2015	3	210	\$630.00 Retrieve instrumentation, check out equipment
7/2/2015	3	210	\$630.00 Download data, pictures, document data conditions
11/17/2015	3	210	\$630.00 Traffic Model
2/17/2016	8	210	\$1,680.00 Traffic model
2/18/2016	6	210	\$1,260.00 Review plot 24 hour sound data, correct nighttime, location figure
2/18/2016	8	210	\$1,680.00 analysis/report
2/19/2016	8	210	\$1,680.00 report and telephone conference call, Lassman and team
5/11/2017	0.75	210	\$157.50 report finalize
<b>SUBTOTAL</b>	<b>46.75</b>		Hours Worked <b>\$9,817.50</b>
Above work split between parcels 252 and 253 evenly			
<b>\$4,908.75</b>			
Additional Work for parcel 253			
7/8/2015	4.5	210	\$945.00 Suggested location and orientation of re-located Glenn Carter home.
Parcel 252			<b>\$4,908.75</b>
Parcel 253			<b>\$5,853.75</b>

# Williams Development Services, Inc.

Edward J. Williams  
PRESIDENT

June 9 2017

Mr. Harold Lassman  
Maguire and Lassman  
605 E. Robinson Street  
Orlando FL 32801

RE: SR429 – Wekiva Parkway, CFX V. Anthony Carter  
Parcel 252, SR429, Section 429 – 204, Orange County

Dear Mr. Lassman,

The following invoice is for professional land planning services in the above described case. Your assistance in processing this invoice would be greatly appreciated. Entries make with an (A) indicate times allocated on the same day between two or more cases.

DATE	SERVICES	HOURS
8-30-16	Meeting with attorney, retained in case, received initial work assignments	1.0
9-2-16	Site and neighborhood inspections	1.5(A)
1-25-17		1.5(A)
4-1-17	Review and comment on CFX appraisal from a land	2.0
4-2-17	Planning and development permitting standpoint.	2.0
2-20-17	Collect and analyze background data on Comprehensive Plan and Land	2.0
3-30-17	Development Code, permitting history of the property, access issues.	3.0
4-17-17	Review and comment on VHB report	1.0
4-27-17	Assist MEI Inc. on utility cost allocation and review and comment on report	1.5(A)
4-28-17	Highest and best use analysis, damage analysis	2.0
5-1-17		2.5
3-1-17	Preparation for and attendance at team meeting of experts to report findings	1.0
5-5-17	exchange information and coordinate work assignments	1.0

---

407-422-8100 ♦ Fax 407-422-8180


# Williams Development Services, Inc.

Edward J. Williams  
PRESIDENT

Subtotal: 22.0 Hours at \$250.00 per Hour

Total Due: \$ 5,500.00

Approved by: \_\_\_\_\_



Edward J Williams, President  
Williams Development Services Inc.

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA**

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

Petitioner,

CASE NO.: 2015-CA-003555-O

v.

Parcel 252

ANTHONY RANDALL CARTER, et al.,

Subdivision 39

Respondents.

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**SETTLEMENT AGREEMENT AS TO EXPERT FEES AND COSTS**

Through informal discussion between counsel for the CENTRAL FLORIDA EXPRESSWAY AUTHORITY and Respondent, ANTHONY RANDALL CARTER, the parties reached the following Settlement Agreement as to expert fees and costs for Parcel 252.

1. For reference purposes, the above-listed Respondent submitted the following invoices:

- a. Calhoun, Dreggors and Associates in the sum of \$24,400.00;
- b. MEI Civil, LLC in the sum of \$13,266.75;
- c. JTS Tech in the sum of \$1,593.60;
- d. Lakmont Group in the sum of \$6,230.00;
- e. VHB in the sum of \$6,625.46;
- f. Ovation Construction, Inc. in the sum of \$1,800.00;
- g. Power Acoustics in the sum of \$4,908.75;
- h. Williams Development Services, Inc. in the sum of \$5,500.00.

2. Petitioner will pay to the Trust Account of Respondent's attorney the sum of FIFTY SIX THOUSAND TWO HUNDRED TWO AND 47/100 Dollars (\$56,202.47.00) in full settlement and satisfaction of all expert witness fees and costs incurred by Respondent for Parcel 252.


3. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

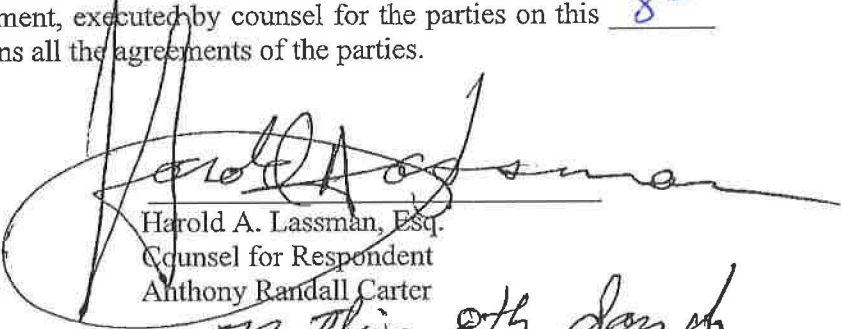
4. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Order Awarding Expert Fees containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

5. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.

6. This Agreement resolves all expert fees and expert costs incurred by Respondent for Parcel 252. Respondent shall make no further claims for expert fees or expert costs in connection with Parcel 252.

7. This Settlement Agreement, executed by counsel for the parties on this 8<sup>th</sup> day of August, 2017, contains all the agreements of the parties.

  
Suzanne M. Driscoll, Esq.  
Attorney for Petitioner  
Central Florida Expressway Authority

  
Harold A. Lassman, Esq.  
Counsel for Respondent  
Anthony Randall Carter


on this 8<sup>th</sup> day of  
August, 2017

# Tab F

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: August 9, 2017

RE: Proposed Update to the Central Florida Expressway Authority's Property Acquisition & Disposition Procedures Manual to include Policies and Procedures to Address Requests for Utility Crossings and Requests for Temporary Access

---

From time to time, utility agencies or owners seek permission to cross CFX's property and third parties seek permission to temporarily access CFX's property. To efficiently and effectively review and process these requests in a manner that will further the safety and protection of CFX's Expressway System, with due consideration given to public service afforded by adequate and economical utility installations, CFX staff requests that two new parts be added to CFX's Property Acquisition & Disposition Procedures Manual ("Procedures Manual") through the approval of the attached Resolution adopting the proposed amendments to the Procedures Manual.

The proposed Part 8 outlines a policy and process for handling requests from utility agencies or owners for perpendicular crossings. The new Part 8 identifies the purpose of the policy, outlines the procedures and requirements for issuing a utility permit, and, in the event the requirements are met, delegates the authority to issue utility permits to CFX's Chief of Infrastructure, subject to review and certification by CFX's General Engineering Consultant and the approval of the General Counsel. Part 8 is modeled after the Florida Department of Transportation's 2017 Utility Accommodation Manual ("UAM"), effective July 30, 2017, with additional CFX-specific provisions and enhancements. For reference purposes, the UAM and Rule 46-14.001 of the Florida Administrative Code are also attached.

The proposed Part 9 relates to requests for temporary entry or access to CFX's property for purposes that relate to or further CFX's mission. The new Part 9 articulates the purpose of such policy, lists the requirements for issuing a temporary right of entry permit ("TROE Permit"), and delegates the authority to the Chief of Infrastructure to issue a TROE Permit, subject to review and certification by CFX's General Engineering Consultant and the approval of the General Counsel.

Proposed application forms are attached. Both Parts 8 and 9 allow the proposed application forms to be updated by staff from time to time as needed.

Last, the title of the Procedures Manual should be updated to "Property Acquisition, Disposition, and Permitting Procedures Manual" and the table of contents should be updated accordingly.

### **REQUEST**

We request the Committee's recommendation for Board approval of the attached Resolution adopting the proposed amendments to CFX's Property Acquisition & Disposition Procedures Manual, including a change of the title to "CFX's Property Acquisition, Disposition & Permitting Manual." The amendments reflect additional policies and procedures to address requests from utility agencies or owners for utility crossings and requests for temporary access through the addition of Parts 8 and 9.

Attachments:

1. Resolution
2. Proposed Utility Permit
3. Proposed Temporary Right of Entry Permit
4. Rule 14-46.001, Florida Administrative Code
5. Utility Accommodation Manual (effective July 30, 2017)
6. Letter from Bond Counsel

**A RESOLUTION OF THE  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTING THE PROPERTY ACQUISITION AND  
DISPOSITION PROCEDURES MANUAL WITH  
POLICIES AND PROCEDURES TO ADDRESS REQUESTS  
FOR UTILITY CROSSINGS AND TEMPORARY ACCESS**

**WHEREAS**, the Central Florida Expressway Authority (CFX) is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System and is further authorized to exercise all powers necessary, appurtenant, convenient, or incidental to the implementation of the aforesaid purposes; and

**WHEREAS**, CFX is desirous of supplementing its Property Acquisition and Disposition Procedures Manual to add policies and procedures to address requests from utility agencies or owners for utility crossings and requests for temporary access onto CFX property.

**NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:**

1. **ADOPTION.** CFX approves the amendments to the CFX Property Acquisition and Disposition Procedures Manual as described in Exhibit "A" attached hereto, including a change of the title to "CFX Property Acquisition, Disposition, and Permitting Procedures Manual." The amendments reflect additional policies and procedures to address requests from utility agencies or owners for utility crossings and requests for temporary access to CFX's property through the addition of Parts 8 and 9.

2. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the CFX governing Board.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Buddy Dyer, Chairman

ATTEST: \_\_\_\_\_  
CFX Executive Assistant

Approved as to form and legality

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

---

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**PROPERTY ACQUISITION, & DISPOSITION  
& PERMITTING PROCEDURES MANUAL  
2017~~2014~~**

---

Approved by ROW Committee 11/24/14  
CFX Board for approval 12/11/14

Exhibit A

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## **PART 8: POLICY REGARDING REQUESTS FROM UTILITY AGENCIES OR OWNERS TO CROSS CFX'S PROPERTY**

### **5-8.01 Purpose and Authority.**

The Central Florida Expressway Authority ("CFX") was created and established under Part III of Chapter 348 of the Florida Statutes and has the authority to acquire, hold, construct, improve, maintain, operate, own, or lease the Central Florida Expressway System ("CFX's Expressway System"). CFX recognizes that there may be situations when there is a need for a Utility Agency or Owner ("UAO") to cross the Expressway System to install or adjust a utility line or utility facility. In order to minimize the impact to CFX's Expressway System, utility crossings should be granted sparingly and when there are no other alternative routes or crossings for the UAO. Where possible and to minimize the impact to CFX's Expressway System, utility crossings should occur within existing local road crossings over or under the Expressway System.

The purpose of this section is to establish requirements to review and approve requests from UAOs to install utilities within CFX's property in a manner that will be in the best interest of CFX and that will further the safety and the protection of CFX's Expressway System, including its operation, utilization, and future development, with due consideration given to public service afforded by adequate and economical utility installations.

### **5-8.02 Adoption of FDOT's 2017 Utility Accommodation Manual.**

CFX adopts Rule 14-46.001 of the Florida Administrative Code and the Florida Department of Transportation's 2017 Utility Accommodation Manual (2017) ("UAM"), as they may be amended, replacing references to "FDOT" with "CFX." The requirements set forth in the UAM and Rule 14-46.001 are the minimum requirements. CFX may adopt and impose more restrictive policies and requirements, which shall take precedence over Rule 14-46.001 and the UAM.

### **5-8.03 Definitions.**

A "limited-access expressway" means a street or highway specifically designed for through traffic, and over, from, or to which, a person does not have the right of easement, use, or access except in accordance with the rules of CFX governing its use. Sec. 348.752(10), Fla. Stat.

"UAM" refers to the 2017 version of the Florida Department of Transportation's Utility Accommodation Manual.

"UAO" is the acronym for Utility Agency or Owner, who is the entity that owns the utility.

"Utility" means transmission lines, telephone lines, telegraph lines, other communication services lines; pole lines; ditches, sewers, water mains, heat mains, gas mains, pipelines.

"Utility Builder" refers to the person or entity constructing the utility who will not be the ultimate UAO.

(See UAM 1.2)

#### **5-8.04 Procedures and Requirements.**

In determining whether to approve a permit for a utility crossing (“Utility Permit”), the procedures and requirements below must be followed.

1. The UAO shall be identified in the Application for a Utility Permit. When the UAO is a County or City and desires to have the Utility Builder be a joint permit applicant, the Utility Builder shall also be identified as an applicant. A Utility Builder alone cannot apply for a utility permit without the City or County adding them as a joint applicant. A private individual or entity alone cannot apply for a utility permit. (See UAM Permit)
2. Utilities On or Near CFX Structures, Expressways, or Facilities. The UAO shall not install, operate or maintain any utility on or near a CFX structure, expressway or facility that does any of the following:
  - a. Creates a hazard to the public.
  - b. Affects the integrity of the CFX structure, expressway, or facility.
  - c. Unreasonably hinders inspection and maintenance operations of the CFX structure, expressway, or facility.
  - d. Alters the aesthetics of CFX structures, expressways, or facilities placed in aesthetically sensitive environments.
  - e. Damages any CFX structure's reinforcement or stressing ducts or strands.
  - f. Attaches to CFX bridge girders.
  - g. Resides inside a CFX box girder.
  - h. Lowers the CFX structure's vertical clearance.
  - i. Restricts the CFX structure's ability to expand and contract.

(See UAM 3.19.1)

3. Longitudinal Utilities. The UAO may install, operate and maintain lines and associated appurtenances longitudinally within CFX's limited-access property that exclusively serve CFX. The UAO shall not install any other longitudinal utility lines unless an alternative is approved in accordance with Section 5-8.04. (See UAM 4.1)
4. New Crossings. In expanding areas adjacent to CFX's limited-access property, the UAO shall design and install utilities to eliminate or minimize the need for crossing CFX's limited-access property. The UAO shall not cross CFX's limited-access property when other options are available within reasonable distances as determined by CFX's staff and CFX's General Engineering Consultant (“GEC”). (UAM 4.3.1)
5. The UAO shall perform all construction and maintenance outside CFX's limited-access property and CFX's limited-access line unless specifically addressed and approved in the Utility Permit.

6. Above-ground improvements are not allowed in CFX's limited access property. Above-ground improvements are not allowed in CFX's non-limited-access property unless specifically addressed and approved in this Utility Permit.
7. CFX's staff and CFX's General Engineering Consultant ("GEC") shall review and analyze the UAO's request and permit application for the following:
  - a. Compliance with all of CFX's policies and requirements.
  - b. Compliance with the requirements of the UAM and Rule 14-46.001, Florida Administrative Code
  - c. Impacts to the following:
    - i. Public safety
    - ii. CFX's current Master Plan and Five-Year Work Plan
    - iii. CFX's construction projects
    - iv. CFX's safety improvement projects
    - v. CFX's maintenance activities
    - vi. CFX's scenic enhancement projects
    - vii. CFX's landscaped vegetation
    - viii. Trees within CFX's right-of-way
    - ix. Local events and activities
    - x. Easements and agreements
    - xi. Placement of future utilities.
    - xii. Over-dimensional vehicle permits

If CFX's staff and CFX's GEC conclude that the UAO's request and permit application are in compliance with the above and any other applicable plan, program, or policy, CFX's GEC shall issue a certificate addressing whether (i) the proposed Utility Permit would impede or restrict the operation of the Expressway System, (ii) materially affects or interferes with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System, or (iii) otherwise impairs traffic operations or public safety. (See UAM 2.6)

8. Applications for Utility Permits that do not comply with the above policies and requirements shall not be approved. Request for waivers may not be approved by CFX staff.
9. Any entry onto CFX property after the term of this Permit expires requires a new application.

#### **5-8.05 Delegation of Authority.**

If the UAO meets all of the above requirements, CFX's Chief of Infrastructure is delegated the authority to issue a CFX Utility Permit with the General Counsel's approval. Any authority or responsibility specifically attributed to the CFX Executive Director, the CFX Chief of Infrastructure, or the CFX General Counsel implicitly extends to anyone that employee has explicitly delegated it to. CFX staff is authorized to update the Application for Utility Permit as needed.

### **5-8.06 Unreasonable Hardship**

In the event that compliance with Section 5-8.04(3) (no longitudinal utilities) would create an unreasonable hardship, the UAO may submit information to CFX establishing that:

- a. All of the alternatives have been explored, and
- b. Compliance with this requirement would create an unreasonable hardship for the UAO, and the UAO's design alternative would not unreasonably interfere with the safety, operation, maintenance, future improvement, or expansion of CFX's Expressway System. (See UAM 6)

The fact that the alternative is less costly will not be determinative of whether the alternative is approved. Economic concerns do not rise to the level of a hardship. Difficulties or delays in obtaining permission from another entity, such as a local government, do not rise to the level of an unreasonable hardship and such alternatives shall be presumed to be viable alternatives for the UAO.

In the event that CFX's staff and CFX's GEC determine that the UAO has satisfied the above requirements and all of the other requirements for a Utility Permit, the Chief of Infrastructure with General Counsel's approval may present the UAO's request for a Section 5-8.04(3) (no longitudinal utilities) waiver to the Right of Way Committee for review and recommendation to the CFX Board. If the Committee recommends approval, then the request may be considered by the CFX Board. The UAO's request for a waiver does not extend to the other requirements in this Manual.

## **PART 9: POLICY REGARDING REQUESTS FOR A TEMPORARY RIGHT OF ENTRY**

### **5-9.01 Purpose.**

The Central Florida Expressway Authority ("CFX") was created and established under Part III of Chapter 348 of the Florida Statutes and has the authority to acquire, hold, construct, improve, maintain, operate, own, or lease the Central Florida Expressway System ("CFX's Expressway System"). In furtherance of its duties, CFX recognizes that third parties may need temporary access to CFX's property. The purpose of this section is to establish requirements to review and approve requests from a third party for a temporary right to enter CFX's property for a limited purpose that relates to or furthers CFX's mission.

### **5-9.02 Procedures and Requirements.**

Before a Temporary Right of Entry Permit ("TROE Permit") may be granted, the following procedures and requirements must be met.

1. The Applicant shall be identified in the Application for a TROE Permit.
2. The Applicant shall not do any of the following:

- a. Create a hazard to the public.
  - b. Unreasonably hinder CFX's operations or the operation of CFX's Expressway System
  - c. Adversely affect the aesthetics of CFX's Expressway System
  - d. Damage any property owned by CFX
3. The Applicant shall perform all activities outside CFX's limited-access property and CFX's limited-access line unless specifically addressed and approved in the TROE Permit.
4. Permanent structures, appurtenances, or improvements are not allowed under this Part.
5. CFX's staff and CFX's GEC shall review and analyze the Application for a TROE Permit for the following:
  - a. Compliance with all of CFX's policies, requirements, rules, and regulations.
  - b. Impacts to the following:
    - i. Public safety
    - ii. CFX's current Master Plan and Five-Year Work Plan
    - iii. CFX's safety improvement projects
    - iv. CFX's construction projects
    - v. CFX's maintenance activities
    - vi. CFX's scenic enhancement projects
    - vii. CFX's landscaped vegetation
    - viii. Trees within CFX's right-of-way
    - ix. Local events and activities
    - x. Easements and agreements
    - xi. Placement of future utilities.
    - xii. Over-dimensional vehicle permits

If CFX's staff and CFX's GEC conclude that the Application is in compliance, CFX's GEC shall issue a certificate addressing whether (i) the proposed TROE Permit would impede or restrict the operation of the Expressway System, (ii) materially affects or interferes with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System, and (iii) otherwise impairs traffic operations or public safety.

#### **5-9.03 Delegation of Authority.**

If the Application for TROE Permit meets all of the above requirements, CFX's Chief of Infrastructure ("CFX Chief") is delegated the authority to issue a CFX TROE Permit with the General Counsel's approval. Any authority or responsibility specifically attributed to the CFX Executive Director, the CFX Chief of Infrastructure, or the CFX General Counsel implicitly extends to anyone that employee has explicitly delegated it to. CFX staff is authorized to update the Application for a Temporary Right of Entry Permit as needed.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
APPLICATION FOR UTILITY PERMIT**

**CFX ROAD INFORMATION**

<b>Permit No.:</b>	<b>County:</b>
<b>CFX Road No.:</b>	<b>Milepost:</b>

**APPLICANT INFORMATION**

The Utility Agency/Owner (UAO) shall be identified in the Application for a Utility Permit. When the UAO desires to have a Utility Builder construct the proposed project, the Utility Builder and the UAO shall both be identified as applicants and shall be referred to collectively as "Applicant." A Utility Builder alone cannot apply for a Utility Permit without the UAO adding them as a joint applicant. A private individual or entity alone cannot apply for a Utility Permit.

<b>UTILITY AGENCY/OWNER (UAO)</b>	
<b>Name:</b>	
<b>Contact Person:</b>	
<b>Address:</b>	
<b>City/State/Zip:</b>	
<b>Telephone:</b>	
<b>E-Mail:</b>	
<b>UTILITY BUILDER (only applicable when the UAO is a City or County)</b>	
<b>Name:</b>	
<b>Contact Person:</b>	
<b>Address:</b>	
<b>City/State/Zip:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**WORK DESCRIPTION**

The UAO requests permission from the Central Florida Expressway Authority ("CFX") to enter upon real property that the UAO represents is owned by CFX, which ownership CFX will not confirm, for the limited purpose of constructing the utilities described below and in the attached plans ("Utility Work"), within the area precisely delineated in **Attachment A**.

**Type and Specifications of Utilities** (Casing, conduit, overhead, etc.): \_\_\_\_\_

\_\_\_\_\_

**Utility Work Area:** \_\_\_\_\_

\_\_\_\_\_

**Final Utility Location:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>Requested Term</b>	<b>Start Date:</b>	<b>Stop Date:</b>	<b>Duration:</b>
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**ATTACHMENTS FROM APPLICANT**

- |                                                                           |                                                            |
|---------------------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> A. Precise Description of Final Utility Location | <input type="checkbox"/> B. Utility Work Area and Plans    |
| <input type="checkbox"/> C. Certificate of Insurance                      | <input type="checkbox"/> D. Additional Insured Endorsement |
| <input type="checkbox"/> E. Waiver of Subrogation Endorsement             | <input type="checkbox"/> F. Other: _____                   |

**Attachment from CFX:** ☐ Attachment G. Certificate from GEC

## TERMS AND CONDITIONS

Based upon the above, the UAO requests permission from CFX to enter upon real property that the UAO represents is owned by CFX, for the limited purpose of constructing the proposed utilities in the area described in the Utility Work Area and Plans with a precise description of the Final Utility Location limited to the area delineated in **Attachment A**, and, as a condition of approval, the UAO agrees to the terms and conditions herein.

1. The UAO represents and warrants that the information above is true, correct, and complete.
2. Photographs. Upon initial entry onto CFX Property and prior to commencing any activity or work within CFX's Property, the Applicant shall provide CFX with a minimum of six (6) photographs documenting the work area.
3. It is expressly stipulated that this Permit is a license for permissive use only and that the placing of utilities, wires, cables, pipes, or other structures or alterations within CFX property pursuant to this Permit shall not operate to create or vest any property right in the UAO or the Applicant. The granting of this Permit does not modify an existing executed subordination agreement with CFX.
4. General Utility Work Conditions. The Applicant further agrees to the following conditions:
  - a. The Applicant shall or shall cause its agent to apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, regulations, and CFX criteria, policies, and procedures.
  - b. Under no circumstances may the Applicant block any CFX roadway or operation or impede or restrict the normal current or future operation of CFX or its Expressway System, as defined in Section 348.752, without the prior written consent and approval from the CFX.
  - c. Above-ground improvements are not allowed in CFX's limited-access property except as expressly approved by CFX.
  - d. All work, materials, and equipment shall be subject to inspection and approval by CFX at any time.
  - e. The UAO and Applicant shall ensure that the Utility Work does not interfere with the property and rights of a prior applicant or permittee or an existing structure, facility, utility, improvement, or use.
  - f. In the event Applicant encounters any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, the Applicant shall immediately cease the Utility Work and notify CFX. Abnormal conditions may include discolored earth or groundwater, visible fumes or smoke, abnormal odors, excessively hot soil or water, tanks or barrels, or other conditions which appear abnormal. CFX shall notify the Applicant of any suspension or revocation of the Permit to allow for contamination assessment and remediation. Said suspension or revocation shall remain in effect until otherwise notified by CFX.
  - g. If CFX determines that the Utility Work, in whole or in part, unreasonably interferes in any way with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of the Expressway System, the Applicant shall, upon receipt of oral or written notice, immediately alleviate the interference at no cost to CFX. As a condition for the issuance of this Permit, the Applicant understands and acknowledges that in the event of such interference, CFX may require, in CFX's sole discretion, and the Applicant hereby agrees to perform, or cause to be performed, any of the following: (i) the removal or relocation of all structures, wires, cables, pipes, utilities, or other improvements within, under or over CFX's Property at no cost to CFX; (ii) immediate cessation of the Utility Work; (iii) restoration of CFX's property; or (iv) such other work that alleviates interference. Such corrective action or cessation of activity must be completed within the time frame stated in the notice from CFX. This provision shall not be limited by the General Conditions. This paragraph survives the termination of this Permit.
5. General Conditions
  - a. The UAO shall comply with all State, Federal and Local rules and regulations, as applicable to the permitted facilities and work performed pursuant to the Permit, which includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits. When a CFX requirement is more stringent than those of other agencies, the UAO shall comply with the CFX requirement.

- b. When a Utility Builder and a city or county utility owner are joint utility permit applicants, the Utility Builder and the city or county shall be severally liable such that the Utility Builder shall be required to comply with all the permit requirements applicable to the construction of the city or county utilities and the city or county shall be required to comply with permit requirements post construction, including, but not limited to those applicable to operation and maintenance. When a CFX contractor does Utility Work under a CFX agreement, the CFX contractor shall not be a joint utility permit applicant. The post-construction obligations of the city or county shall commence upon completion of final inspection by CFX. CFX shall provide the city or county with written notice of such date. The city or county shall be entitled to observe CFX's final inspection and shall inform CFX of any apparent failure to comply with the terms of the permit by the Utility Builder; provided, the final determination of compliance by the Utility Builder shall be made by CFX. This paragraph survives the termination of this Permit.
  - c. Pursuant to *Section 337.403, F.S.*, any utility placed upon, under, over, or within CFX's property that is found by CFX to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such property shall, upon thirty (30) days written notice to the UAO or its agent by CFX, initiate the work necessary to alleviate the interference at its own expense except as provided in *Section 337.403, F.S.*, and except for reimbursement rights as expressly set forth in any other previously executed agreements with CFX. This paragraph survives the termination of this Permit.
  - d. In the case of non-compliance with CFX's requirements in effect as of the date the permit is approved, the permit shall immediately terminate upon oral or written notice and the Utility Work will have to be brought into compliance or removed from CFX's property at no cost to CFX. This provision shall not limit the authority of CFX pursuant to *Section 337.403, F.S.*, or any other law. In the event of failure to so comply within the specified time by CFX, CFX may restore CFX Property and the Applicant shall be responsible for all removal and restoration costs. This paragraph survives the termination of this Permit.
  - e. The privileges granted the UAO by this Permit are only to the extent of the CFX's right, title and interest in the land to be entered upon and used by the UAO. The UAO shall indemnify, defend, and save harmless the State of Florida and CFX at all times and to the extent permitted by law from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by the UAO of the privileges granted by this Permit. This obligation to indemnify and defend CFX includes, but is not limited to, any cost or expense to CFX due to delay caused by the UAO to a CFX contractor. However, said indemnification as applied to the UAO of city and county utilities is limited to that allowed by law. This paragraph survives the termination of this Permit.
  - f. Damage to CFX. Pursuant to *Section 337.402, F.S.*, when any CFX property is damaged or impaired in any way because of the installation, inspection, or repair of a utility located on such property, the UAO shall, at their own expense, restore CFX's property to its original condition before such damage. If the UAO fails to make such restoration, CFX is authorized to do so and charge the cost thereof against the UAO under the provisions of *Section 337.404, F.S.* Pursuant to *Section 337.401(2), F.S.*, the UAO is responsible for damage resulting from the issuance of the permit. CFX may initiate injunctive or other legal proceedings to enforce provisions of this subsection. This section shall not be applied to damage or impairment shown in the permit. This paragraph survives the termination of this Permit.
  - g. When the operation of any CFX Expressway System property is damaged or impaired or loses revenue in any way because of or related to this Permit or the installation, inspection, or repair of a utility located on CFX property, the UAO is responsible for all damage and lost revenue resulting therefrom. CFX may initiate injunctive or other legal proceedings to enforce the provisions of this subsection. However, said liability as applied to the UAO of city and county utilities is limited to that allowed by law. This paragraph survives the termination of this Permit.
  - h. After the expiration of the term of this Permit, any entry onto CFX property requires a new application.
6. Special Conditions for Underground Activity.
- a. As-Built Documentation. The Applicant shall provide As-Built documentation of the completed installation of Utility Work within ninety (90) days of completion of Utility Work. As-Built

documentation shall include plans signed and sealed by a professional engineer licensed in the State of Florida as well as GIS Inventory data outlined in section 612 *GIS Inventory* of the CFX ITS Specifications.

- b. Locator Services. In connection with retention of any locator services, the Applicant shall register with the applicable Florida One Call agency per Chapter 556, Florida Statutes. The Applicant, at its expense, will be responsible for performing utility locates for its improvements within CFX's right-of-way on behalf of any party needing such locates, to protect the systems from accidental cuts and dig-ups. Prior to performing a utility locate, the Applicant shall coordinate with CFX staff listed below, and arrange a mutually convenient time for the utility locate in the presence of CFX. The Applicant understands and agrees that accidental cuts and dig-ups may occur causing damage to its improvements, and that the Applicant is solely responsible for repairing such damage. No liability shall be imposed upon CFX attributable to mislocation of any improvement by any locator service. No liability shall be imposed upon CFX for any damage to improvements in, on, under or over CFX Property. This paragraph shall survive the expiration of term of this Permit.

7. Coordination. The Utility Work shall be coordinated with CFX prior to the initiation of the activity. Coordination with CFX shall be accomplished through contact and cooperation with:

<u>Name/Title</u>	<u>Email</u>	<u>Telephone No.</u>
Steve Geiss, CFX Sr. Roadway Inspector	Steve.Geiss@CFXWay.com	407-467-8258

and \_\_\_\_\_

and \_\_\_\_\_

and \_\_\_\_\_

at least 72 hours in advance to assist in locating the existing CFX roadway lighting lines, fiber optic network lines, and any other underground improvements and to confirm no on-going maintenance in the area.

8. Restoration of Site; Final Site Inspection. The Applicant shall be responsible for any and all costs related to the Utility Work, including, but not limited to, installation, operation and removal and restoration of equipment on CFX Property. At the Applicant's sole cost and expense, the Applicant shall remove from CFX Property all materials generated during its activities within CFX Property and the Applicant shall be fully responsible for the proper disposal of such materials in accordance with applicable laws, rules, ordinances and regulations. Additionally, the Applicant agrees to promptly repair any and all damage to CFX Property caused by the Utility Work with specific attention to surface sod, concrete, and asphalt. Restoration of CFX Property shall be equal or superior to its present condition as nearly as may reasonably be possible. Upon completion of the Utility Work, including restoration, the Applicant shall contact CFX staff listed above, who shall inspect the CFX Property and, if satisfied, issue a notice of satisfaction, which notice may be transmitted by electronic mail. Failure to obtain said notice of satisfaction may result in pursuit by CFX against the Applicant for damages and costs associated with proper restoration of CFX Property. In the event of failure to restore CFX Property within the specified time, CFX may restore CFX Property and the Applicant shall be responsible for all removal and restoration costs. This paragraph shall survive the expiration of term of this Permit.

9. Indemnification. Unless specifically prohibited or limited by statute, the Applicant shall indemnify, defend and hold CFX (which used herein includes CFX and its past, present and future employees, officers and Board members and any of their successors and assigns) harmless and shall cause its contractors and agents to indemnify, defend and hold CFX harmless from and against any and all lawsuits, actions, proceedings claims, demands, losses, costs, expenses, fines, fees (including attorneys' fees at the trial or appellate level), judgments, liabilities, damages, injuries (including death) which arise from or may be related to the Utility Work or this Permit, including but not limited to construction, maintenance, use, or occupancy of CFX's Property or ingress and egress to or from CFX's Property, either directly or indirectly, and are caused in whole or in part by the acts, omissions or negligence of the Applicant or its employees, contractors, or agents, excepting only those claims arising from the sole negligence of CFX, its officials, or employees. Legal counsel provided to CFX must be acceptable to CFX. This paragraph survives the termination of this Permit.

10. Sovereign Immunity. Nothing contained in this Permit shall be construed as a waiver or attempt at a waiver by CFX of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida. This paragraph survives the termination of this Permit.
11. Insurance Requirements. The Applicant shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the activities of the Applicant and those of any and all subcontractors (including officers, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by the CFX. Compliance with the insurance requirements below shall not relieve or limit the Applicant's liabilities and obligations under this Permit. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.
- a. The Applicant shall require all insurance policies in any way related to the Utility Work to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The Applicant shall require sub-contractors, by appropriate written Agreements, to include similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the Applicant agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. At the Applicant's expense, all limits must be maintained. **All insurance coverage required of the Applicant shall be primary over any insurance or self-insurance program carried by CFX.**
  - b. Commercial General Liability: Shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. CFX shall be listed as an additional insured utilizing an endorsement Form.
  - c. Business Automobile Liability: Shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the Applicant does not own automobiles, the Applicant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  - d. Workers' Compensation Coverage: Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Applicant, and its employees, contractors, agents and sub-contractors.
  - e. **CHECK ALL APPLICABLE ADDITIONAL INSURANCE REQUIREMENTS**
    - \_\_\_\_\_ Railroad Insurance, as set forth in the attached Addendum, is required if the Location encompasses any part of a railroad track or facility.
    - \_\_\_\_\_ Pollution Legal/Environmental Liability Insurance (CPL), as set forth in the Addendum, is required for any activities involving or related to hazardous waste.
    - \_\_\_\_\_ Excess Coverage in the amount of \$ \_\_\_\_\_ is required if the cost of Utility Work or the potential impact to CFX is greater than the CGL coverage.
  - f. Prior to the expiration of the Certificate of Insurance, the Applicant shall provide CFX with a renewed Certificate of Insurance.

12. Assumption of Risk; Release. The Applicant, on behalf of its employees, contractors, and agents, assumes the risk associated with any activities arising out of this Permit or on or around CFX Property. The Applicant, on behalf of itself, its employees, contractors, and agents, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which the Applicant and its employees, contractors, or agents may suffer or incur in connection with the Utility Work or this Permit. This paragraph survives the termination of this Permit.
13. Reservation of Rights. CFX expressly reserves all rights to pursue any claims it may have against the Applicant, its employees, contractors or agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by the Applicant, its employees, contractors, or agents within CFX Property. In the event that the Applicant fails to comply with the terms of this Permit, CFX has the right to immediately terminate the Permit upon oral or written notice. This paragraph survives the termination of this Permit.
14. Governing Law. All parties agree that this Permit and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Permit or any provision hereof shall be instituted and maintained only in the courts of the State of Florida. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida. This paragraph survives the termination of this Permit.
15. Notice. Except as otherwise provided in paragraphs 4 (general utility work conditions), 8 (restoration of site; final site inspection), and 13 (reservation of rights), all written notices required to be delivered to the Applicant or CFX shall be delivered via certified mail return receipt requested to the respective parties at the following addresses: (a) with respect to the Applicant, to the address provided on page 1; and (b) with respect to CFX, to CENTRAL FLORIDA EXPRESSWAY AUTHORITY, 4974 ORL Tower Road, Orlando, FL 32807-1684, Attention: Chief of Infrastructure, with a copy to the same address, but to the Attention of CFX's General Counsel. This paragraph survives the termination of this Permit.
16. Authorized Signatories. The Applicant represents and warrants that the person signing below is duly authorized to sign this Application for Permit to which the Applicant and its employees, contractors, and agents will be duly bound.
17. Termination. This Permit is terminable at will by the CFX. Unless terminated sooner, this Permit expires upon the earlier of: (a) the termination date; (b) completion of Utility Work, including restoration; (c) expiration of the required insurance; or (d) written or oral notice by CFX.
18. This Permit may not be assigned without the written consent of CFX.
19. The Parties agree that neither this Permit nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida or any other County in the State of Florida.
20. This Permit does not take effect until it is fully executed by CFX in writing. The representations of staff are not binding.

IN WITNESS WHEREOF, the Utility Agency/Owner and the Utility Builder (if applicable) execute this Application for a Utility Permit to enter CFX Property, for the limited purpose of constructing the proposed utilities in the area described in the Utility Work and Plans with a precise location of the proposed Utilities limited to the area delineated in **Attachment A**, and, as a condition of approval, Applicant agrees to the terms and conditions set forth in this Permit, including the Special Conditions below.

**Witnesses:**

**UTILITY AGENCY/OWNER:**

#1 - Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

#2 - Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By signing below, I represent that I have the  
authority to bind the Utility Agency/Owner  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

(SEAL)

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

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

**Witnesses:**

#1 - Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
#2 - Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**UTILITY BUILDER:** \_\_\_\_\_

By signing below, I represent that I have the authority to bind the Utility Builder.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

(SEAL)

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

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

Special Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In reliance upon the representations and commitments of Applicant, including the terms and conditions above, CFX approves the Application for a Utility Permit and grants to Applicant, and its employees and contractors, a temporary, non-exclusive right to enter the CFX Property delineated in Attachment A for the sole and limited purpose of Utility Work described in **Attachment A**, for the period

commencing on: \_\_\_\_\_ and expiring on: \_\_\_\_\_,  
Start Date and Time End Date and Time

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief of Infrastructure

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
General Counsel /Deputy General Counsel

## **ADDENDA**

**RAILROAD INSURANCE:** When the Utility Work is on, over or under a railroad, railroad property or railroad right-of-way, the Applicant shall furnish to CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Applicant or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy. A waiver of subrogation endorsement is required.

**POLLUTION LEGAL/ENVIRONMENTAL LEGAL LIABILITY INSURANCE (CPL):** The Applicant agrees to maintain Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all activities arising from or related to the Permit. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Permit is required, and coverage must be maintained for 3 years after termination of the Permit or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Applicant agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Applicant of the obligation to provide replacement coverage. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits: Each Occurrence - \$ 2,000,000; General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined. If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Applicant's CGL policy and an appropriate premium credit provided from the issuer to the Applicant. CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy. A waiver of subrogation endorsement is required.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
APPLICATION FOR A TEMPORARY RIGHT OF ENTRY PERMIT**

<b>PERMIT NO.:</b>		<b>COUNTY:</b>	
<b>ROAD:</b>		<b>CROSS STREET:</b>	
<b>APPLICANT (Contractor)</b>			
<b>APPLICANT:</b> (Name and Title)			
<b>COMPANY:</b>			
<b>ADDRESS:</b>			
<b>CITY/STATE/ZIP:</b>			
<b>PHONE NO.:</b>			
<b>E-MAIL:</b>			
<b>PERMITTEE (for whom Contractor works)</b>			
<b>PERMITTEE:</b>			
<b>ADDRESS:</b>			
<b>CITY/STATE/ZIP:</b>			
<b>PHONE NO.:</b>			
<b>EMAIL:</b>			
<p>PERMITTEE and APPLICANT request permission to enter upon real property which they represent is owned by the Central Florida Expressway Authority ("CFX"), which ownership CFX will not confirm, for the limited purpose of engaging in the activity or performing the work described in the attached plans ("Permittee's Activity") within the area delineated therein ("CFX Property") and as described below.</p> <p><b>Location:</b> _____</p> <p>_____</p> <p>_____</p> <p><b>Limited Purpose:</b> _____</p> <p>_____</p> <p>_____</p>			
<b>Requested Term</b>	<b>Start Date:</b>	<b>Stop Date:</b>	<b>Duration:</b>
<p><b>Attachments from Applicant:</b> <input type="checkbox"/> Attachment A. Description of Location and Plans</p> <p style="padding-left: 150px;"><input type="checkbox"/> Attachment B. Certificate of Insurance</p> <p style="padding-left: 150px;"><input type="checkbox"/> Attachment C. Additional Insured Endorsement</p> <p style="padding-left: 150px;"><input type="checkbox"/> Attachment D. Waiver of Subrogation Endorsement</p> <p style="padding-left: 150px;"><input type="checkbox"/> Attachment E. Other: _____</p> <p><b>Attachment from CFX:</b> <input type="checkbox"/> Attachment F. Certificate from GEC</p>			

**TERMS AND CONDITIONS**

Based upon the above, Permittee and Applicant request a temporary non-exclusive right of entry permit to enter upon CFX Property limited to the area delineated in Attachment A for the limited purpose of Permittee's Activity and, as a condition of approval, agree to the terms and conditions set forth herein.

1. Permittee and Applicant represent and warrant that the information above is true, correct, and complete.
2. Photographs. Upon initial entry onto CFX Property and prior to commencing any activity or work within CFX's Property, Permittee or Applicant shall provide CFX with a minimum of six (6) photographs documenting the work area.
3. It is expressly stipulated that this Permit is a license for permissive use only and that the placing of utilities, wires, cables, pipes, or other structures or alterations, upon public property pursuant to this Permit shall not operate to create or vest any property right in said holder. In the case of non-compliance with CFX's

requirements or any other applicable requirements, any alterations to CFX Property shall be brought into compliance or removed from CFX Property at no cost to CFX. In the event of failure to so comply within the specified time by CFX, CFX may restore CFX Property and Permittee and Applicant shall be responsible for all removal and restoration costs. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of CFX's title and interest in the land to be entered upon and used by the Permittee or Applicant, and the Permittee will, or will cause Applicant, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless CFX and its officers, employees, and agents from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said Permittee or Applicant of the aforesaid rights and privileges. §§ 337.401(2), 337.402, 337.404, Fla. Stat. This paragraph shall survive the termination of this Permit.

4. **General Conditions.** Permittee and Applicant further agree to the following conditions:

- a. Permittee shall or shall cause its agent to apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, regulations, and CFX criteria, policies, and procedures.
- b. Under no circumstances may Permittee or Applicant block any CFX roadway or operation or impede or restrict the normal current or future operation of CFX or its Expressway System, as defined in Section 348.752, without the prior written consent and approval from CFX.
- c. No structures shall be permanently placed within CFX right-of-way.
- d. All work, materials, and equipment shall be subject to inspection and approval by CFX at any time.
- e. Permittee and Applicant shall ensure that Permittee's Activity does not interfere with the property and rights of a prior applicant or an existing structure, facility, utility, or use.
- f. If CFX determines that Permittee's Activity, in whole or in part, unreasonably interferes in any way with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of the Expressway System, the Permittee and Applicant shall, upon receipt of oral or written notice, immediately alleviate the interference at no cost to CFX. As a condition to the issuance of this Application, Permittee and Applicant understand and acknowledge that in the event of such interference, CFX may require, in CFX's sole discretion, and Permittee and Applicant hereby agree to perform or cause to be performed, any of the following: (i) the removal or relocation of all structures, wires, cables, pipes, utilities, or other improvements within, under or over CFX's Property at no cost to CFX; (ii) immediate cessation of Permittee's Activity; (iii) restoration of CFX's property; or (iv) such other work that alleviates interference. Such corrective action or cessation of activity must be completed within the time frame stated in the notice from CFX. This paragraph shall survive the termination of this Permit.
- g. In the event Permittee or Applicant encounter any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, the Permittee and Applicant shall immediately cease Permittee's Activity and notify CFX. Abnormal conditions may include discolored earth or groundwater, visible fumes or smoke, abnormal odors, excessively hot soil or water, tanks or barrels, or other conditions which appear abnormal. CFX shall notify the Applicant of any suspension or revocation of the Permit to allow for contamination assessment and remediation. Said suspension or revocation shall remain in effect until otherwise notified by CFX.

5. **Special Conditions for Underground Activity.**

- a. **As-Built Documentation.** Permittee shall provide As-Built documentation of the completed installation of Permittee's Activity within ninety (90) days of completion of Permittee's Activity. As-Built documentation shall include plans signed and sealed by a professional engineer licensed in the State of Florida as well as GIS Inventory data outlined in section 612 *GIS Inventory* of the CFX ITS Specifications.
- b. **Locator Services.** In connection with retention of any locator services, Permittee shall register or shall cause Applicant to register with the applicable Florida One Call agency per Chapter 556, Florida Statutes. Permittee, at its expense, will be responsible for performing utility locates for its improvements within CFX's right-of-way on behalf of any party needing such locates, to protect the systems from accidental cuts and dig-ups. Prior to performing a utility locate, Permittee shall coordinate with CFX staff listed below, and arrange a mutually convenient time for the utility locate in the presence of CFX. Permittee

understands and agrees that accidental cuts and dig-ups may occur causing damage to its improvements, and that Permittee is solely responsible for repairing such damage. No liability shall be imposed upon CFX attributable to mislocation of any improvement by any locator service. No liability shall be imposed upon CFX for any damage to improvements in, on, under or over CFX Property. This paragraph shall survive the termination of this Permit.

6. Coordination. The Permitted Activities shall be coordinated with CFX prior to the initiation of the activity. Coordination with CFX shall be accomplished through contact and cooperation with:

<u>Name/Title</u>	<u>Email</u>	<u>Telephone No.</u>
Steve Geiss, CFX Sr. Roadway Inspector	Steve.Geiss@CFXWay.com	407-467-8258

and \_\_\_\_\_

and \_\_\_\_\_

and \_\_\_\_\_

at least 72 hours in advance to assist in locating the existing CFX roadway lighting lines, fiber optic network lines, and any other underground improvements and to confirm no on-going maintenance in the area.

7. Restoration of Site; Final Site Inspection. Permittee and Applicant shall be responsible for any and all costs related to the Permitted Activities, including, but not limited to, installation, operation and removal and restoration of equipment on CFX Property. At Permittee's sole cost and expense, Permittee shall (or shall cause Applicant to) remove from CFX Property all materials generated during its activities within CFX Property and Permittee shall be fully responsible for the proper disposal of such materials in accordance with applicable laws, rules, ordinances and regulations. Additionally, Permittee agrees to (or agrees to cause Applicant to) promptly repair any and all damage to CFX Property caused by the Permitted Activities with specific attention to surface sod, concrete, and asphalt. Restoration of CFX Property shall be equal or superior to its present condition as nearly as may reasonably be possible. Upon completion of the Permitted Activities, including restoration, Permittee shall (or shall cause Applicant to) contact CFX staff listed above, who shall inspect the CFX Property and, if satisfied, issue a notice of satisfaction, which notice may be transmitted by electronic mail. Failure to obtain said notice of satisfaction may result in pursuit by CFX against Permittee, its contactors or agents for damages and costs associated with proper restoration of CFX Property. In the event of failure to restore CFX Property within the specified time, CFX may restore CFX Property and Permittee and Applicant shall be responsible for all removal and restoration costs. This paragraph shall survive the termination of this Permit.

8. Indemnification. Unless specifically prohibited or limited by statute, Permittee shall, or shall cause Applicant, to indemnify, defend and hold CFX (which used herein includes CFX and its past, present and future employees, officers and Board members and any of their successors and assigns) harmless and shall cause its contractors and agents to indemnify, defend and hold CFX harmless from and against any and all lawsuits, actions, proceedings claims, demands, losses, costs, expenses, fines, fees (including attorneys' fees at the trial or appellate level), judgments, liabilities, damages, injuries (including death) which arise from or may be related to the Permitted Activities or this Permit, including but not limited to construction, maintenance, use, or occupancy of CFX's Property or ingress and egress to or from CFX's Property, either directly or indirectly, and are caused in whole or in part by the acts, omissions or negligence of the Permittee or the Applicant, or their employees, contractors, or agents, excepting only those claims arising from the sole negligence of CFX, its officials, or employees. Legal counsel provided to CFX must be acceptable to CFX. This paragraph shall survive the termination of this Permit.

9. Sovereign Immunity. Nothing contained in this Permit shall be construed as a waiver or attempt at a waiver by CFX of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida. This paragraph shall survive the termination of this Permit.

10. Insurance Requirements. The Permittee shall, or shall cause the Applicant to, provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the activities of Permittee and Applicant and those of any and all subcontractors (including officers, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX. Compliance

with the insurance requirements below shall not relieve or limit the Permittee's or Applicant's liabilities and obligations under this Permit. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

- a. The Permittee shall require or shall cause the Applicant to require all insurance policies in any way related to the Permitted Activities to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The Permittee shall require or shall cause the Applicant to require of sub-contractors, by appropriate written Agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the Permittee or Applicant agree to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. At the Permittee's or Applicant's expense, all limits must be maintained. **All insurance coverage required of the Permittee or Applicant shall be primary over any insurance or self-insurance program carried by CFX.**
  - b. **Commercial General Liability:** Shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. CFX shall be listed as an additional insured utilizing an endorsement Form. **INITIAL \_\_\_\_\_**
  - c. **Business Automobile Liability:** Shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the Permittee or Applicant do not own automobiles, the Permittee shall (and shall cause Applicant to) maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  - d. **Workers' Compensation Coverage:** Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by Permittee and Applicant, and their employees, contractors, agents and sub-contractors. **INITIAL \_\_\_\_\_**
  - e. **CHECK ALL APPLICABLE ADDITIONAL INSURANCE REQUIREMENTS**
    - \_\_\_\_\_ Railroad Insurance, as set forth in the attached Addendum, is required if the Location encompasses any part of a railroad track or facility.
    - \_\_\_\_\_ Pollution Legal/Environmental Liability Insurance (CPL), as set forth in the Addendum, is required for any activities involving or related to hazardous waste.
    - \_\_\_\_\_ Excess Coverage in the amount of \$\_\_\_\_\_ is required if the cost of Permittee's Activity or the potential impact to CFX is greater than the CGL coverage.
  - f. Prior to the expiration of the Certificate of Insurance, the Applicant shall provide CFX with a renewed Certificate of Insurance.
11. **Assumption of Risk; Release.** Permittee and Applicant, on behalf of their employees, contractors, and agents, assume the risk associated with any activities arising out of this Permit or on or around CFX Property. Permittee and Applicant, on behalf of themselves, their employees, contractors, and agents, hereby release CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which Permittee or Applicant and their employees, contractors, or agents may suffer or incur in connection with the Permitted Activities or this Permit. This paragraph shall survive the termination of this Permit.

12. Reservation of Rights. CFX expressly reserves all rights to pursue any claims it may have against Permittee or Applicant, their employees, contractors or agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by Permittee or Applicant, their employees, contractors, or agents within CFX Property. In the event that Permittee or Applicant fail to comply with the terms of this Permit, CFX has the right to immediately terminate the Permit upon oral or written notice. This paragraph shall survive the termination of this Permit.
13. Governing Law. All parties agree that this Permit and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Permit or any provision hereof shall be instituted and maintained only in the courts of the State of Florida. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida. This paragraph shall survive the termination of this Permit.
14. Notice. Except as otherwise provided in paragraphs 4 (general conditions), 7 (restoration of site, final site inspection), and 12 (reservation of rights), all written notices required to be delivered to the Permittee or the Applicant or CFX shall be delivered via certified mail return receipt requested to the respective parties at the following addresses: (a) with respect to the Permittee or the Applicant, to the address provided on page 1; and (b) with respect to CFX, to CENTRAL FLORIDA EXPRESSWAY AUTHORITY, 4974 ORL Tower Road, Orlando, FL 32807-1684, Attention: Chief of Infrastructure, with a copy to the same address, but to the Attention of CFX's General Counsel. This paragraph shall survive the termination of this Permit.
15. Authorized Signatories. Permittee and Applicant represent and warrant that the person signing below is duly authorized to sign this Application for Permit to which the Permittee and the Applicant and their employees, contractors, and agents will be duly bound.
16. Termination. This Permit is terminable at will by CFX. Unless terminated sooner, this Permit expires upon the earlier of: (a) the termination date; (b) completion of Permittee's Activity, including restoration; (c) expiration of the required insurance; or (d) written or oral notice by CFX.
17. The Parties agree that neither this Permit nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida or any other County in the State of Florida.
18. This Permit does not take effect until it is fully executed by CFX in writing. The representations of staff are not binding.

IN WITNESS WHEREOF, the Permittee and the Applicant execute this Application for a temporary non-exclusive right of entry to enter CFX Property, subject to the terms and conditions herein.

**Witnesses:**

#1 - Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

#2 - Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**APPLICANT:** \_\_\_\_\_

By signing below, I represent that I have the authority to bind Applicant.

Signature: \_\_\_\_\_

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

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

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

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,  
by \_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

(SEAL)

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

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

**Witnesses:**

#1 - Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

#2 - Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**PERMITTEE:** \_\_\_\_\_

By signing below, I represent that I have the authority to bind Permittee.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,  
by \_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

(SEAL)

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

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

Special Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In reliance upon the representations and commitments of Permittee and Applicant, including the terms and conditions above, CFX approves the Application for Temporary Right of Entry Permit and grants to Permittee and Applicant, and their employees and contractors, a temporary non-exclusive right to enter the CFX Property delineated in Attachment A for the sole and limited purpose of Permittee's Activity described in Attachment A, for the period

commencing on: \_\_\_\_\_ and expiring on: \_\_\_\_\_,  
Start Date and Time End Date and Time

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief of Infrastructure

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
General Counsel /Deputy General Counsel

## ADDENDA

**RAILROAD INSURANCE:** When the Permitted Activities are on, over or under a railroad, railroad property or railroad right-of-way, the Permittee shall furnish, or shall cause Applicant to furnish, to CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Permittee or Applicant or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy. A waiver of subrogation endorsement is required.

**POLLUTION LEGAL/ENVIRONMENTAL LEGAL LIABILITY INSURANCE (CPL):** The Permittee agrees to maintain, or to cause Applicant to maintain, Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all activities arising from or related to the Permit. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Permit is required, and coverage must be maintained for 3 years after termination of the Permit or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Permittee agrees to purchase, or cause the Applicant to purchase, the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Permittee or the Applicant of the obligation to provide replacement coverage. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits: Each Occurrence - \$ 2,000,000; General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined. If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Permittee's or Applicant's CGL policy and an appropriate premium credit provided from the issuer to the Permittee or Applicant. CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy. A waiver of subrogation endorsement is required.

#### 14-46.001 Utilities Installation or Adjustment.

(1) Purpose. This rule is established to regulate the location and manner for installation and adjustment of utility facilities on any Florida Department of Transportation (FDOT) right-of-way, in the interest of safety and the protection, utilization, and future development of such rights of way, with due consideration given to public service afforded by adequate and economical utility installations, and to provide procedures for the issuance of permits.

##### (2) Permits.

FDOT will issue permits for the construction, alteration, operation, relocation, removal, and maintenance of utilities upon the right of way in conformity with the FDOT *Utility Accommodation Manual* (UAM), 2017 edition incorporated by reference at <https://www.flrules.org/Gateway/reference.asp?No=Ref-08495>. Copies of the UAM are available from the FDOT Maps and Publications Office at 605 Suwannee Street, MS 12, Tallahassee, Florida 32399-0450, or the FDOT Utility website: [www.fdot.gov/programmanagement/utilities/](http://www.fdot.gov/programmanagement/utilities/). The following documents are hereby incorporated by reference and made a part of this rule:

- (a) The Utility Permit, Rev. 12/14/16, is incorporated herein by reference at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07737>, and available from [www.fdot.gov/programmanagement/utilities/](http://www.fdot.gov/programmanagement/utilities/);
- (b) Utility Work Schedule, Rev. 12/14/16, incorporated herein by reference at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07738>, and available from [www.fdot.gov/programmanagement/utilities/](http://www.fdot.gov/programmanagement/utilities/);
- (c) Utility Work Estimate, Effective 12/14/16, incorporated herein by reference at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07739>, and available from [www.fdot.gov/programmanagement/utilities/](http://www.fdot.gov/programmanagement/utilities/);
- (d) American Petroleum (API) Standard 1104 – Welding of Pipelines and Related Facilities, 20th Edition, October 2005, available at [www.techstreet.com/api/products/1237425](http://www.techstreet.com/api/products/1237425). Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee, Florida.
- (e) Grades and Standards for Nursery Plants, Florida Department of Agriculture and Consumer Services, Division of Plant Industry, 2015, incorporated herein at <https://www.flrules.org/Gateway/reference.asp?No=Ref-06046>, and available from [www.fdot.gov/programmanagement/utilities/](http://www.fdot.gov/programmanagement/utilities/).
- (f) FDOT 2016 Design Standards, Indexes 546, 600, 601, 602, 603, 604, 605, 611, 612, 613, 615, 616, and 660, incorporated herein at <https://www.flrules.org/Gateway/reference.asp?No=Ref-06045>, and 2016 Design Standard Index 625, incorporated herein at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07740>, and available from [www.fdot.gov/programmanagement/utilities/](http://www.fdot.gov/programmanagement/utilities/).
- (g) FDOT South Florida Rail Corridor Clearance Policy, Topic No. 000-725-003-j, effective 9/20/2007, incorporated herein at <https://www.flrules.org/Gateway/reference.asp?No=Ref-06031>, and available from [www.fdot.gov/programmanagement/utilities/](http://www.fdot.gov/programmanagement/utilities/).
- (h) American Society for Testing and Materials (ASTM) D1586-11 Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils (2011) available at [astm.org/standards/D1586.htm](http://astm.org/standards/D1586.htm). Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee, Florida.
- (i) American National Standards for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning), ANSI A300 (Part 1) – 2008 Pruning, available at [www.tcia.org](http://www.tcia.org). Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee, Florida.
- (j) 49 C.F.R. Part 192, Rev. 10/1/11, incorporated herein at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07741>, and 49 CFR Part 195, Rev. 10/1/11 incorporated herein at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07742>, and available from [www.fdot.gov/programmanagement/utilities/](http://www.fdot.gov/programmanagement/utilities/).

*Rulemaking Authority 334.044(2), 337.401, 337.405 FS. Law Implemented 337.401, 337.402, 337.403, 337.405 FS. History—New 5-13-70, Amended 8-10-78, 7-22-82, Formerly 14-46.01, Amended 7-5-90, 6-8-93, 10-15-96, 8-30-99, 11-10-05, 1-24-08, 1-30-11, 7-30-17.*

# **2017 UAM**

## **Utility Accommodation Manual**

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## 1 General

### 1.1 Purpose

The purpose of the Utility Accommodation Manual (*UAM*) is to establish the utility installation or adjustment requirements for utilities within the Florida Department of Transportation's (FDOT) right of way (R/W) and is incorporated by reference into FDOT's *Rule Chapter 14-46.001 F.A.C.* for utilities.

### 1.2 Terms and Acronyms

The following definitions of terms and acronyms apply only as used in the *UAM*:

**Auxiliary Lane:** The designated widths of roadway pavement marked to separate speed change, turning, passing and climbing maneuvers from through traffic.

**Business Day:** Any Monday, Tuesday, Wednesday, Thursday, or Friday that does not fall on a State Holiday.

**CFR:** Code of Federal Regulations.

**Casing:** A pipe surrounding a carrier pipe and designed to resist potential impacts and carry imposed loads.

**Conduit:** An enclosure for protecting a utility (e.g., wires and cables).

**Contractor:** A legal entity (1) properly licensed in the State of Florida by the state, county or city, and (2) contracting with FDOT or a UAO to work or furnish materials.

**F.A.C.:** Florida Administrative Code

**FDEP:** The Florida Department of Environmental Protection

**FDOT:** The Florida Department of Transportation:

**FDOT District:** One of the seven (7) geographical areas or the Turnpike Enterprise. FDOT District Map and Turnpike information are available at: <http://www.dot.state.fl.us/programmanagement/utilities/>

**FDOT Structure:** Features owned by FDOT such as, but not limited to, bridges, retaining walls, culverts, pipes, and structural supports for signs, lighting, toll gantries, buildings, and traffic signals.

**F.S.:** Florida Statutes.

**Highway:** A right of way corridor which contains or is to contain a roadway.

**LA R/W:** Limited Access Right of Way.

**Local Maintenance Engineer:** The engineer in charge of the local maintenance or operation centers throughout the State.

**Manhole:** An opening in an underground system, providing access for installations, inspections, repairs, connections and tests.

**Median:** The portion of a divided highway or street that separates the traveled-ways for traffic moving in opposite directions.

**Non-Restricted Roadsides:** Roadsides that are not restricted roadsides.

**Pull Box:** An opening in an underground system, providing access for installations, inspections, repairs, connections and tests.

**Restricted roadsides:** Roadsides along predominantly curbed urban roadways with design speeds of forty-five (45) mph or less and narrower than the offsets in *UAM Table 3.14.4*. **Right of Way:** The land that FDOT has title to, or right of use as a transportation facility, or that FDOT has a right for use as a transportation facility.

**R/W:** Right of way

**Roadway:** The portion of a highway, including shoulders, for vehicular use.

**TCP:** Traffic Control Plans.

**Service lines:** Lines used by the UAO to carry services from a main line to individual recipients.

**Traffic Control Plans:** Plans showing the methods of controlling and maintaining a safe flow of traffic through construction or maintenance work areas.

**Travel Lane:** The designated widths of roadway pavement marked to carry through traffic and to separate it from opposing traffic or traffic occupying other traffic lanes.

**UAO:** Utility Agency/Owner. The entity that owns the utility.

**UAM:** This Utility Accommodation Manual

Utility: All active, deactivated or out-of-service electric transmission lines, telephone lines, telegraph lines, other communication services lines, pole lines, ditches, sewers, water mains, heat mains, gas mains, pipelines, gasoline tanks and pumps owned by the UAO.

Utility Appurtenances: Features or parts that are part of a utility, whether primary or secondary to its function.

### 1.3 References

References to sections internal to this manual are indicated in bold italics starting with "***UAM***". For example, these instructions are in ***UAM Section 1.3***. References to external documents are indicated by the generally used term for the document highlighted in bold italic text. For example, the "2016 FDOT Design Standards for Design, Construction, and Maintenance Operations on the State Highways System" is referenced as the ***FDOT Design Standards***. The published title and date for these external references are listed in ***UAM Section 7***. When a ***UAM*** section is referenced, it is intended that all subsections and all other references contained within the referenced section are included.

### 1.4 Delegation of Authority

Any authority or responsibility specifically attributed in the ***UAM*** to any FDOT employee implicitly extends to anyone that employee has explicitly delegated it to. In addition, the State Chief Engineer has authority to exercise any authority or responsibility attributed in the ***UAM*** to any FDOT employee.

### 1.5 Laws to be Observed and Other Agency Rules

The UAO shall comply with all State, Federal and Local rules and regulations, as applicable to the permitted facilities and work performed pursuant to the permit, which includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits. When a FDOT rule is more stringent than those of other agencies, the UAO shall comply with the FDOT rule.

### 1.6 Other FDOT Permits

#### 1.6.1 Overweight and Over-Dimensional Vehicle Permits

The UAO shall obtain permits for overweight and over-dimensional vehicles in accordance with ***Rule Chapter 14-26, F.A.C.***

#### 1.6.2 Storm Water and Drainage Permits

For the installation of drainage pipes or structures that convey storm water along or across the FDOT R/W and do not discharge any storm water onto the FDOT R/W or into an FDOT storm water system, the UAO shall obtain a utility permit in accordance with ***UAM Section 2*** in lieu of a drainage connection permit.

For the installation of drainage pipes or structures that do discharge storm water onto the FDOT R/W or into an FDOT storm water system, the drainage facility owner shall obtain a drainage connection permit in accordance with ***Rule Chapter 14-86, F.A.C.*** in lieu of a utility permit.

Obtaining an FDOT drainage connection permit or utility permit does not relieve the owner of their responsibility to comply with the Florida Department of Environmental Protection's (FDEP) National Pollutant Discharge Elimination System (NPDES) permitting requirements pursuant to ***Chapter 373, F.S. Part IV*** and ***Rule Chapter 62-25, F.A.C.*** or any other authority's permitting requirements.

### 1.7 UAM Dispute Review

If the UAO desires to resolve a dispute with an FDOT District or the Turnpike Enterprise, the UAO shall request a review by the FDOT State Utilities Engineer.

### 1.8 Sunshine 811 Notification

The UAO shall notify the Sunshine 811 prior to any excavation or demolition activities in accordance with ***Chapter 556, F.S.*** This shall not relieve the UAO from their obligation to notify FDOT as required by the permit or by the ***UAM***. FDOT contact information is provided on the utility permit.

## 1.9 Acquiring Existing Utilities

When a UAO acquires an existing utility that is within FDOT R/W, the UAO shall provide FDOT with an affidavit that (1) states the ownership transfer, (2) describes the boundaries and (3) acknowledges that the new UAO shall comply with the conditions and requirements of the original permit. A copy of the operative conveyance document shall be attached to the affidavit.

## 1.10 Utility Liaison

The State Utilities Engineer develops revisions and additions to the *UAM* in accordance with *Chapter 120, F.S.* and through periodic *UAM* reviews with the utility industry and others. The State Utilities Engineer is the chief liaison on utility accommodation. UAM users may submit to the State Utilities Engineer written suggestions to the address or URL below:

State Utilities Engineer  
Florida Department of Transportation  
605 Suwannee Street, Mail Station 75  
Tallahassee, FL 32399-0450

The State Utilities Engineer publishes information about issues of interest to the utility industry at:  
<http://www.dot.state.fl.us/programmanagement/utilities/>

## 1.11 Distribution

FDOT provides the *UAM* at no cost from the following website at:

<http://www.dot.state.fl.us/programmanagement/utilities/>

Hardcopies of the *UAM* may be purchased from:

The Florida Department of Transportation  
Maps and Publications Sales  
605 Suwannee Street, Mail Station 12  
Tallahassee, Florida 32399-0450  
Phone: (850) 414-4050

# 2 Utility Permits

## 2.1 General UAO Responsibilities

- 1) Unless otherwise specified in *UAM Section 2.2* or *UAM Section 2.3*, the UAO shall obtain a utility permit before working within FDOT R/W by using the One-Stop Permitting (OSP) website, however when the UAO does not have access to the permitting website or where the utility work is being done on a portion of the FDOT R/W not included in the OSP system, the UAO shall use the hardcopy utility permit in *UAM Section 8*. Access to the online One-Stop Permitting website is available at: <http://www.dot.state.fl.us/programmanagement/utilities/>
- 2) To expedite construction of FDOT projects, FDOT may determine an approved utility work schedule requiring the UAO to meet all requirements of *Rule Chapter 14-46.001 F.A.C.* and the *UAM*, and which has a corresponding relocation agreement is equivalent to a utility permit.
- 3) Others may prepare and process permit applications for the UAO, however the UAO shall, in all cases, be the permit applicant before the permit is approved. Once the permit is approved the UAO is the permittee and shall not deviate from the approved permit without approval from the Local Maintenance Engineer. The UAO shall have a complete copy of the approved permit at the jobsite when crews are present.
- 4) City or county utility owners, who do not have contractual control over the builder of their utilities, may elect to have the builder become a joint utility permit applicant with the city or county. In these cases, the utility builder and the city or county shall be severally liable such that the utility builder shall be required to comply with all the permit requirements applicable to the construction of the city or county utilities and the city or county shall be required to comply with permit requirements post construction, including, but not limited to those applicable to operation and maintenance. When an FDOT contractor does utility work under an FDOT agreement, the FDOT contractor shall not be a joint utility permit applicant. The post construction obligations of the city or county shall

commence upon completion of final inspection by FDOT. FDOT shall provide the city or county with written notice of such date. The city or county shall be entitled to observe FDOT's final inspection and shall inform FDOT of any apparent failure to comply with the terms of the permit by the utility builder; provided, the final determination of compliance by the utility builder shall be made by FDOT.

- 5) The UAO shall notify the FDOT Representative identified on the permit a minimum of two (2) business days prior to starting work and again immediately upon completion of work. All work, materials, and equipment shall be subject to inspection and approval by FDOT. The UAO shall input time, location of lane closure and description of work into the FDOT Lane Closure Information System (LCIS) of any lane closures needed for the utility work. The UAO shall not close any lanes until receiving approval through LCIS or alternatively by FDOT. The UAO is not required to report lane closures to the LCIS system to perform work in accordance to ***UAM Section 2.3*** or ***UAM Section 3.1***.
- 6) The UAO shall not interfere with the property and rights of a prior permittee.
- 7) It is expressly stipulated that the utility permit is a license for permissive use only and that the placing of utilities within FDOT R/W pursuant to the permit shall not create or vest any property right in the UAO. The granting of a permit does not modify an existing executed subordination agreement with FDOT.
- 8) Pursuant to ***Section 337.403, F.S.***, any utility placed upon, under, over, or within the right-of-way limits of any public road or publicly owned rail corridor that is found by FDOT to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such public road or publicly owned rail corridor shall, upon thirty (30) days written notice to the UAO or its agent by FDOT, initiate the work necessary to alleviate the interference at its own expense except as provided in ***Section 337.403, F.S.***, and except for reimbursement rights as expressly set forth in any other previously executed agreements with FDOT.
- 9) For any excavation, construction, maintenance, or support activities performed by or on behalf of FDOT, within its R/W, the UAO may be required by FDOT to perform the following activities with respect to a UAO's utilities: physically expose or direct exposure of underground utilities; provide any necessary support to utilities and/or cover, de-energize or alter aerial utilities as deemed necessary for protection and safety; and/or take any action required by FDOT's State Utility Engineer in order to facilitate the work in a safe and efficient manner.
- 10) When the utility work is within an FDOT project, the UAO shall obtain a utility work schedule prior to commencing work within the project limits.
- 11) In the case of non-compliance with FDOT's requirements in effect as of the date the permit is approved, the permit is void and the facility will have to be brought into compliance or removed from the R/W at no cost to FDOT, except for reimbursement rights set forth in previously executed subordination agreements, railroad utility agreements, or other reimbursement agreements. This provision shall not limit the authority of FDOT pursuant to ***Section 337.403, F.S.***
- 12) The privileges granted the UAO by the utility permit are only to the extent of the State's right, title and interest in the land to be entered upon and used by the UAO. The UAO shall indemnify, defend, and save harmless the State of Florida and FDOT at all times and to the extent permitted by law from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by the UAO the privileges granted by the utility permit. This obligation to indemnify and defend FDOT includes, but is not limited to, any cost or expense to FDOT due to delay caused by the UAO to an FDOT contractor. However, said indemnification as applied to the UAO of city and county utilities is limited to that allowed by law.
- 13) The UAO shall ensure individuals responsible for placement, or maintenance of traffic control schemes and devices in work zones on the FDOT R/W have proper training. While on the jobsite, the UAO's employee responsible for traffic control shall carry either an FDOT maintenance of traffic training certificate, from an FDOT maintenance of traffic training provider, or a certification from the UAO stating the following:

*"[Employee's Name] has been properly trained to control traffic in accordance the UAM's traffic control requirements."*

- 14) Where practical, the UAO shall expeditiously allow passage of over-dimensional vehicles permitted by FDOT. When the UAO becomes aware of deficiencies in the Traffic Control Plan that affect traffic safety, the UAO shall take appropriate corrective actions. When notified by FDOT that immediate corrective actions are needed, the UAO shall immediately comply with FDOT's instructions.
- 15) The UAO shall comply with requirements for the inspection and copying of records and photographing public records in accordance with ***Section 119.07, F.S.***

- 16) The UAO shall equip construction and maintenance vehicles used on FDOT R/W with at least one (1) unobstructed class 2 amber, or white, warning lights. If anything might obstruct the light, the UAO shall equip construction and maintenance vehicles with more than one warning light.

## 2.2 Permit Applications for Emergency Work

Advance permit application approvals or notifications are not required for emergency repairs performed in accordance with *UAM Section 3.1*. If the type of work would normally require a permit, the UAO shall submit a completed permit application and as-built plans within five (5) business days after the repairs are completed; however, a TCP does not need to be submitted.

## 2.3 Work Not Requiring New Permits

### 2.3.1 Work Types

The UAO may perform work on the UAO's previously permitted utilities without applying for a new permit for only the work types listed below and when the work constraints in *UAM Section 2.3.2* are followed:

- 1) Placement of mid-span poles, replacement of existing poles, or removal of existing poles. All of these poles must be part of the existing pole line, and installed as close to the alignment of the existing pole line as possible. For existing poles that do not comply with the utility offsets in *UAM Section 3.14.4*, the new pole shall not reduce the existing pole's offset from the edge of lane along non-restricted roadsides or from the face of curb along restricted roadsides. For existing poles that do comply with the utility offsets in *UAM Section 3.14.4*, the new pole shall also comply with the utility offsets in *UAM Section 3.14.4*.
- 2) Placement of service poles, as long as these poles are in compliance with the utility offsets in *UAM Section 3.14.4*.
- 3) Placement of underground service lines in compliance with *UAM Section 3.16.7* provided they are perpendicular to the roadway.
- 4) Temporary utility work approved by the FDOT Resident/Project Engineer during FDOT construction projects in accordance with an approved utility work schedule.
- 5) Maintenance, replacement, alterations or additions of aerial components on existing pole lines.
- 6) Maintenance, alterations, but not the replacement, of existing underground utilities.
- 7) Placing and/or removing utilities within existing conduits, provided no additional pull-boxes or other utility appurtenances are installed.
- 8) Installation of technology to solely operate, measure, maintain, and/or monitor the permitted utility provided no excavation is performed. This provision shall not be interpreted to allow other entities to attach to the UAO's facility without obtaining a new permit and/or modifying the UAO's existing permit if the technology does not solely operate, measure, maintain, and/or monitor the permitted utility.
- 9) Vegetation control in compliance with *UAM Section 3.18*.
- 10) Potholing for physical exposure of underground utilities in accordance with *UAM Section 2.1(9)*.
- 11) Replacement of existing permitted lines, as long as the new line is as close to the original alignment as possible and is in compliance with the utility offset in *UAM Section 3.14.4*.

### 2.3.2 Work Constraints

To perform the work in *UAM Section 2.3.1*, the UAO shall comply with all of the following conditions; otherwise, a new permit is required:

- 1) The UAO shall notify the appropriate maintenance engineer of the location, general scope and timeframe of the work. The UAO may immediately commence work after notification when the work is anticipated to take two (2) hours or less to complete. The UAO shall not commence work earlier than two (2) business days after notification when the work is anticipated to take more than two (2) hours. Road closures for more than 5 minutes are not allowed without a new permit.
- 2) The UAO shall restore FDOT R/W to the condition prior to the work within seventy-two (72) hours of completion of the work.
- 3) The UAO shall be responsible under the original permit for any added lines or other utility modifications for which a new permit was not required.
- 4) The UAO shall maintain vehicular and pedestrian traffic using the *FDOT Design Standards* indexes listed below:

Index	Title
600	General Information for Traffic Control Through Work Zones
601	Two-Lane, Two-Way, Work Outside Shoulder
602	Two-Lane, Two-Way, Work On Shoulder

- 603 Two-Lane, Two-Way, Work Within the Travel Lane
  - 604 Two-Lane, Two-Way, Work In Intersection
  - 605 Two-Lane, Two-Way, Work Near Intersection
  - 611 Multilane, Work Outside Shoulder
  - 612 Multilane, Work On Shoulder
  - 613 Multilane, Work Within the Travel Lane - Median or Outside Lane
  - 615 Multilane, Work In Intersections
  - 625 Temporary Road Closure 5 Minutes of Less
  - 616 Multilane, Work Near Intersection - Median or Outside Lane
  - 660 Pedestrian Control for Closure of Sidewalk
- 5) The UAO shall not cut any roadway pavement.
  - 6) The UAO shall not cut or otherwise damage more than ten (10) linear feet of sidewalk.
  - 7) The UAO shall not commence work that conflicts with any FDOT construction project, scheduled local events and activities, other scheduled permitted activities, or FDOT lane closure restrictions.
  - 8) The UAO shall not excavate more than eighty (80) cubic feet.
  - 9) The UAO shall not work within FDOT limited access R/W or an FDOT rail corridor.
  - 10) The UAO shall not add third party utilities.
  - 11) The UAO shall comply with *UAM Section 3.14* when installing any pole.

## 2.4 Permit Application Package

### 2.4.1 General Documentation

In addition to the information required for the One-Stop Permitting website and the utility permit in *UAM Section 8*, the UAO shall attach and incorporate as part of the utility permit application the following if applicable:

- 1) When not using the One-Stop Permitting website, the UAO shall provide a key map showing the proposed installation's location and the approximate distance and direction from the proposed work area to the nearest town, major road intersection, bridge, or railroad crossing.
- 2) Plan view drawings (preferably to scale) showing all of the following:
  - a) The R/W Lines, limited access lines, and the UAO's easement lines within the FDOT R/W.
  - b) The proposed utility and proposed utility appurtenances (except for utility appurtenances mounted at least fifteen (15) feet above the ground and less than eight (8) cubic feet).
  - c) The horizontal distance from the proposed utility to a well-defined feature of the transportation facility (such as the edge of travel lane).
  - d) When work is within an FDOT project, a tie to project stationing, otherwise a tie to roadway mileposts.
  - e) The limits of the work area (including staging areas, access points, or other areas to be used).
  - f) For trenchless installations, the proposed method of installation, materials, function, type, size of proposed installation, and bore diameter.
  - g) Maximum allowable operating pressures of proposed gas mains and the locations of proposed shut-off valves.
  - h) Aboveground features such as existing utility poles within the work area.
  - i) Underground features such as utilities, drainage pipes, or Intelligent Transportation System (ITS) lines within the proposed work area as can reasonably be obtained by a review of existing records and a topographical survey of above ground features.
  - j) Significant physical features such as vegetation, wetlands or bodies of water.
- 3) When installing underground utilities, the UAO shall provide profile view drawings showing all of the following:
  - a) The location of the proposed utility and proposed appurtenances larger than eight (8) cubic feet.
  - b) Benchmark information.
  - c) Horizontal and vertical location of all existing underground facilities such as utilities, drainage pipes, or ITS lines within the proposed work area as can reasonably be obtained by a review of existing records and a topographical survey of above ground features.
  - d) The proposed utility's depth below the top of the pavement or existing unpaved ground.
  - e) Top of water table or confining layer when required per *UAM Section 3.16.9.1*.
  - f) Cross-sectional view showing one (1) or more typical cross sections to adequately reflect the proposed installation's location.

- 4) Manufacturer's certifications of proposed underground appurtenances manufactured offsite such as manholes, splice boxes or vaults that are greater than eighty (80) cubic feet in accordance with *UAM Section 3.16.3.1*.
- 5) Signed and sealed plans and specifications for proposed attachments to structures including a bridge load rating analysis where attachments affect the bridge's carrying capacity.
- 6) Not more than six (6) photographs documenting work area conditions prior to the utility work as requested by the Local Maintenance Engineer. The Local Maintenance Engineer shall waive the requirement for photographs when unnecessary.
- 7) Justification and drawings showing proper replacement of the roadway for any open trenching, pavement cuts, or water supply line conflicts.
- 8) For aboveground crossings of an operational LA R/W between interchanges, a list of any other anticipated crossings.
- 9) A completed standard railroad application package when within FDOT rail corridors.
- 10) A landscaped vegetation replacement plan as required by *UAM Section 3.17.2*.
- 11) Any required approvals, waivers, or variances necessary for the permit to be approved.
- 12) Any known provisions of the UAM or the utility permit that are modified, or made unenforceable by existing easements, subordination agreements, or other legal requirements.
- 13) FDEP Certification document in accordance with *UAM Section 2.5*.
- 14) A traffic control plan in accordance with *UAM Section 2.4.2*.
- 15) Copies of any existing applicable permits for erosion control.

#### **2.4.2 Traffic Control Plan (TCP) Submittals**

The UAO shall submit a TCP that complies with series 600 indexes of the *FDOT Design Standards*, or a TCP signed and sealed by a qualified, licensed Florida professional engineer with an FDOT Advanced Maintenance of Traffic Certification. When using an unmodified FDOT Design Standard as its TCP, the UAO may cite to the specific index that is being utilized in lieu of attaching a TCP to the permit application.

#### **2.4.3 Engineering Documents Exempt from Signing and Sealing**

For all engineering documents other than those listed in *UAM Section 2.4.2*, that the UAO has determined to be exempt from the signing and sealing requirements of *Chapter 471, F.S.*, the UAO shall submit these documents under the UAO's letterhead or on plan sheets with the UAO's title block. FDOT retains the right to require, through a Special Instruction on the permit approval, that engineering documents that modify the infrastructure of FDOT to be signed and sealed.

### **2.5 Certification from FDEP**

When the UAO obtains a certification from the Florida Department of Environmental Protection (FDEP) to install or adjust their utilities within the FDOT R/W, the UAO shall attach FDOT's conditions for the certification to the utility permit application. FDOT shall issue a utility permit after verifying the utility work is in compliance with the conditions for certification.

### **2.6 Permit Application Review Process**

FDOT shall process all permit applications in accordance with *Section 120.60, F.S.* FDOT shall review the proposed work for all of the following:

- 1) Compliance with the *UAM*,
- 2) Impacts to all of the following:
  - a) Public safety
  - b) The *FDOT Five-Year Work Program*
  - c) Safety improvement projects
  - d) FDOT maintenance activities
  - e) Scenic enhancement projects
  - f) Landscaped vegetation as that term is used in *UAM Section 3.17.2*
  - g) Trees within the right-of-way
  - h) Local events and activities
  - i) Easements and agreements
  - j) Placement of future utilities.
  - k) Over-dimensional vehicle permits
- 3) The Chief Engineer shall review the proposed work for impacts to all plans and programs adopted pursuant to *Chapter 339, F.S.* and all other plans developed by FDOT where the permit application is for the placement of a utility within FDOT R/W, and either:

- a) The abandonment of the utility is subject to the permission and approval of the Federal Energy Regulatory Commission, or
- b) The construction or extension of the utility is subject to the authorization of the Federal Energy Regulatory Commission.

## **2.7 Special Instructions**

- 1) FDOT shall indicate on the utility permit all special instructions necessary to address site specific or transaction specific conditions not addressed in *Rule Chapter 14-46.001 F.A.C.* or the *UAM*.
- 2) When FDOT requires an FDOT representative to be present at the worksite prior to commencement of work, FDOT shall indicate this requirement on the permit and provide information to contact the FDOT representative.
- 3) FDOT may attach any drawings deemed necessary for restoration of the FDOT R/W to the condition prior to the UAO's work.
- 4) FDOT may attach any specifications deemed necessary for restoration of the FDOT R/W to the condition prior to the UAO's work.

## **2.8 UAO Notification to Other Facility Owners**

The UAO shall deliver written notification to all owners of other facilities within the work areas known to be involved or potentially impacted by the proposed work. The UAO shall inform these owners of the location and scope of the work, and shall also inform these owners they have ten (10) business days, from the time of receipt of the notification, to provide the Local Maintenance Engineer specific written objections to the issuance of the utility permit.

## **2.9 Commencement of Work**

The UAO shall not begin work until the required FDOT representative as indicated on the utility permit is on site or other arrangements have been made with FDOT. The UAO may begin work after the required notification when the permit does not indicate an FDOT representative is required. By the UAO's commencement of permitted utility work, the UAO shall be bound by all requirements of the utility permit.

## **2.10 Erosion Control Plans**

The UAO is required to provide FDOT an erosion control plan for the UAO's work if requested by FDOT. If the UAO is unable to provide a requested plan or applicable permit, FDOT may stop the UAO's work until such information is provided to FDOT.

## **2.11 Final Inspection of Work**

Upon completion, the UAO shall provide FDOT all material certifications, test results, bore logs, approved plans changes, or other documentation required as a condition of permit approval.

# **3 Utility Accommodation**

This section contains requirements for accommodating utilities within limited access and non-limited access FDOT R/W. *UAM Section 4* contains additional requirements particular to limited access R/W.

## **3.1 Emergency Work**

For situations of a serious nature, developing suddenly and unexpectedly, and demanding immediate action that will affect public safety, disruption of utility service, or damage to the FDOT R/W the UAO shall proceed immediately with all necessary actions. The UAO shall be responsible for safe and efficient traffic control and shall notify the Local Maintenance Engineer of all necessary actions being taken as soon as practical, but no later than the next scheduled FDOT working day. If the type of work would normally require a permit, the UAO shall submit a permit application in accordance with *UAM Section 2.2*. The UAO shall bear the expense of restoring the R/W to the condition prior to the emergency. When making emergency repairs to attachments to FDOT structures, the UAO shall obtain verbal approval from the FDOT District Maintenance Engineer prior to making the repairs.

### 3.2 Discovery of Archaeological or Historical Remains

If work operations encounter remains of an archaeological or historic nature, the UAO shall (1) temporarily discontinue all earth disturbing activity in the remains' immediate vicinity and (2) notify the Local Maintenance Engineer. FDOT shall determine the remains' disposition. The UAO shall not resume affected work until authorized by the Local Maintenance Engineer.

### 3.3 Utilities in Historic Sites and Other Scenic Areas

Scenic areas include scenic strips, overlooks, rest areas, recreation areas and FDOT R/W within the limits of public parks and historic sites. In such areas, the UAO shall not install utilities that do either of the following:

- 1) Require extensive removal or alteration of trees or other natural features visible to the transportation facility user.
- 2) Impair the visual quality of the lands being traversed.

### 3.4 Pedestrian Pathway Clearances

For new above ground installations within pedestrian pathways, the UAO shall provide minimum clear pathway widths of thirty-six (36) inches where practical. However, the thirty-six (36) inch pathways may be reduced to no less than thirty-two (32) inches wide for no more than two (2) feet in length when there is no practical alternative available to avoid an obstruction. For guy wires traversing across a pedestrian pathway, the UAO shall maintain a minimum vertical clearance of seven (7) feet over the pathway.

### 3.5 Erosion & Sediment Controls

The UAO shall install any required erosion and sediment controls before beginning any utility work.

### 3.6 Relocation of FDOT Signs or Reflectors

To prevent signs and reflectors from conflicting with the UAO's work, the UAO shall be responsible for relocating or replacing all conflicting signs and reflectors as directed by FDOT.

### 3.7 Preservation of Sight Windows

The UAO shall not install new or replacement utilities that significantly reduce the field of vision within the limits of clear sight as described in *FDOT Design Standards* - Index 546.

### 3.8 Open Cutting

Unless FDOT determines it is impractical, the UAO shall not cut pavement less than five (5) years old.

When open cutting driveways, the UAO shall do all of the following:

- 1) Notify owners seven (7) days in advance using door-hanger type notices or on-site signs as appropriate and approved by FDOT.
- 2) Maintain users' access to the property.
- 3) Restore the driveways to at least an equivalent condition and types of material to what existed prior to cutting.

### 3.9 Fuel Tanks

The UAO shall not install any new utility structure or cabinet containing any flammable fuel within the FDOT R/W.

### 3.10 Longitudinal Placement of Utilities

When underground and aerial utilities occupy the same roadside, the aerial utility should be placed outside the underground utility and in accordance with *UAM Section 3.14*. The underground utility should not be placed within three (3) feet of the R/W line to allow space for future aerial utilities.

### 3.11 Utilities Near Airports

When placing utilities on FDOT R/W and near airports, the UAO shall not create an Airport hazard as defined by *Section 333.01(3), F.S.*

### 3.12 Contaminated Soil

Where contaminated soil is encountered within the UAO's work area, the UAO shall immediately cease work and notify FDOT. FDOT shall notify the UAO of any suspension or revocation of the utility permit. Said suspension or revocation shall remain in effect until otherwise notified by FDOT.

### 3.13 Damage to FDOT

Pursuant to *Section 337.402, F.S.*, when any public road or publicly owned rail corridor is damaged or impaired in any way because of the installation, inspection, or repair of a utility located on such road or publicly owned rail corridor, the UAO shall, at their own expense, restore the road or publicly owned rail corridor to its original condition before such damage. If the UAO fails to make such restoration, FDOT is authorized to do so and charge the cost thereof against the UAO under the provisions of *Section 337.404, F.S.*

Pursuant to *Section 337.401(2), F.S.*, the UAO is responsible for damage resulting from the issuance of the permit. FDOT may initiate injunctive proceedings as provided in *Section 120.69, F.S.* to enforce provisions of this subsection or any rule or order issued or entered into pursuant thereto.

This section shall not be applied to damage or impairment shown in the permit.

### 3.14 Aboveground Utility Installations, Relocations, Adjustments, Replacement

Utilities are considered aboveground when the utility facility or appurtenance (such as strain poles, guy wires, telephone load pedestals, temporary supports, etc.) is more than four (4) inches above the grade. The UAO shall not install aboveground utilities within the median. The UAO shall not install a pole line in the roadside where an existing pole line is on the opposite roadside unless one (1) of the pole lines is made available for joint use. Alternatives to the requirements of *Section 3.14* may be approved in accordance with *UAM Section 6*.

#### 3.14.1 New Aboveground Utility Installations

The UAO shall install new aboveground utilities outside the aboveground utility offsets in *UAM Section 3.14.4* and as close to the R/W line as practical with regard to the aboveground utility practical considerations in *UAM Section 3.14.5*, however, these requirements do not apply to:

- 1) Mid-span poles addressed in *UAM Section 3.14.2*.
- 2) Existing aboveground utilities within FDOT projects addressed in *UAM Section 3.14.3*.

#### 3.14.2 Mid-Span Pole Installation Requirements

This section applies to the installation of mid-span poles which are new poles that are installed within the existing spans of the UAO's existing pole line. The UAO shall install mid-span poles within the existing alignment as part of the existing pole line.

Where mid-span poles are placed within the R/W of an intersecting FDOT roadway, the UAO shall install these mid-span poles outside the aboveground utility offsets in *UAM Section 3.14.4*.

#### 3.14.3 Aboveground Utility Relocation, and Adjustment Requirements

FDOT may request the relocation or adjustment of existing aboveground utilities in order to construct projects when the utility is unreasonably interfering with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of the public road or public rail corridor. When requested, the UAO shall comply with the following:

- 1) On projects intended to correct specific safety issues and not intended to bring all conditions within the R/W to FDOT's standards, the UAO shall relocate or adjust the existing aboveground utilities that interfere with the correction of the specific safety issue.
- 2) On projects designed to resurface the roadway, the UAO shall relocate the aboveground utilities to as close to the R/W line as practical with regards to the aboveground utility practical considerations in *UAM Section 3.14.5* when the aboveground utility meets either of the following conditions:
  - a) The aboveground utility has been hit three (3) or more times in the latest five (5) year period,
  - b) The aboveground utility is located where the edge of travel lane is being moved closer to the aboveground utility than the dimensions prescribed in *UAM Section 3.14.4*.
- 3) On FDOT projects other than projects described in 1) and 2) above, when the utility is unreasonable interfering with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of the public road or public rail corridor the UAO shall relocate or adjust the existing aboveground utilities to meet all the following conditions:
  - a) Where practical, behind existing barriers (such as guardrail, or concrete barriers), and not within the barrier's deflection area.
  - b) Not within the median.
  - c) Outside the aboveground utility offsets in *UAM Section 3.14.4* and
  - d) As close to the R/W line as practical with regard to the aboveground utility practical considerations in *UAM Section 3.14.5*.

### 3.14.4 Aboveground Utility Offsets

Aboveground utility offsets are dependent upon the roadside being restricted or non-restricted. Restricted roadsides are roadsides along predominantly curbed urban roadways with design speeds of forty-five (45) mph or less and narrower than the offsets in *UAM Table 3.14.4*. Non-Restricted Roadsides are all other roadsides. The aboveground utility offset for restricted roadsides is four (4) feet from the face of curb. Where sections of curbs are missing, it is five and one-half (5.5) feet from the edge of the lane. The aboveground utility offset within a non-restricted roadside is the distance obtained from *UAM Table 3.14.4*. This offset is measured, perpendicular to the edge of lane, away from the roadway, and along slopes no steeper than 1vertical:4horizontal.

	Design Speed (mph)				
	<45	45	50	55	>55
Travel Lanes or Multiple-Lane Ramps with Traffic Volumes $\geq$ 1500 AADT	18	24	24	30	36
Travel Lanes or Multiple-Lane Ramps with Traffic Volumes < 1500 AADT	16	20	20	24	30
Auxiliary Lanes or Single Lane Ramps with Traffic Volumes $\geq$ 1500 AADT	10	14	14	18	24
Auxiliary Lanes or Single Lane Ramps with Traffic Volumes < 1500 AADT	10	14	14	14	18

To determine the appropriate aboveground utility offset, select the distance from *UAM Table 3.14.4* based on the lane type, traffic volume, and design speed. When FDOT cannot provide the design speed or traffic volume, the posted speed or a traffic volume > 1500 AADT shall be used respectively. When applying these distances in the field, slopes steeper than 1vertical:4horizontal are sometimes present within a portion of the aboveground utility offset. In those cases, the remaining portion of the aboveground utility offset, or ten (10) feet whichever is greater, is extended beyond the toe of the steeper than 1vertical:4horizontal slopes. In cases where the required offset extends beyond the available FDOT R/W, the offset requirement shall be reduced to reach the R/W line, but not extended beyond the R/W line.

### 3.14.5 Aboveground Utility Practical Considerations

When determining whether any aboveground utility is as close to the R/W line as practical, FDOT shall consider factors such as:

- 1) Aboveground encroachments onto private property.
- 2) National Electrical Safety Code (*NESC*),
- 3) *UAM Section 3.4*, or other State or Federal codes/regulations.
- 4) Conflicts with other existing overhead or underground facilities.
- 5) Trees on adjacent private property (where adequate future trimming would require encroachment on private property).
- 6) Guy wire requirements.
- 7) Alignment of existing pole line.
- 8) Trees within the FDOT R/W (where there is room to install the utility outside the required distance in *UAM Section 3.14.4*).

### 3.14.6 Pole Replacement and Service Pole Installation.

This section applies to replacements of an individual pole within a permitted pole line and does not apply to replacement or realignment of pole lines. The UAO may remove and replace poles with a new pole, as long as the new pole is as close to the original permit alignment as possible. For existing poles that do not comply with the utility offsets in *UAM Section 3.14.4*, the new pole shall not reduce the existing pole's offset from the edge of lane along non-restricted roadsides or from the face of curb along restricted roadsides. For existing poles that do comply with the utility offsets in *UAM Section 3.14.4*, the new pole shall also comply with the utility offsets in *UAM Section 3.14.4*. The UAO shall install service poles outside the aboveground utility offsets in *UAM Section 3.14.4* and as close to the R/W line as practical. The UAO shall remove all existing poles being replaced.

### 3.14.7 Vertical Clearances

The UAO shall maintain sixteen (16) feet minimum vertical clearance. However, when the aboveground utility is above any roadway, the UAO shall maintain eighteen (18) feet minimum vertical clearance. For vertical clearances for limited access R/W see *UAM Section 4.2*.

### 3.15 Lift Pumps or Power Generating Stations

The UAO shall not install any new utility lift pumps, or power generating stations used to power a permitted utility appurtenance within FDOT R/W.

### 3.16 Underground and At-Grade Utility Installations

A utility is considered underground when it is below the ground. A utility is considered at-grade when it is not below the ground and not more than four (4) inches above grade.

#### 3.16.1 Excavation Near Pavement

Unless FDOT determines it is impractical, the UAO shall not excavate closer than eight (8) feet from the edge of roadway pavement.

#### 3.16.2 Electronic Detection of Underground Utilities

The UAO shall make all new or replaced underground utilities within the R/W electronically detectable using techniques available to the industry.

#### 3.16.3 Design Requirements

The UAO shall only install underground utilities and at-grade utility appurtenances that meet or exceed all of the following:

- 1) The industry standard requirement for the intended use.
- 2) Static and dynamic loads of construction projects within the *FDOT Five-Year Work Program*.
- 3) When within thirty (30) feet of the edge of pavement of a flush shoulder roadway or between the curbs of a curbed roadway, new and relocated underground and/or at-grade utilities shall support a design truck in accordance with the AASHTO LRFD Bridge Design Specifications as incorporated in *Chapter 14-15.002, F.A.C.*
- 4) New and relocated underground and/or at-grade utilities outside the above areas shall support FDOT maintenance equipment.

#### 3.16.4 Depth Requirements for Open Trench or Trenchless Methods

The UAO shall install underground utilities to minimize adverse effects on pavement, base, other transportation facilities, or other permitted underground utilities (whether longitudinal or crossing). The UAO shall install these underground utilities with at least the following coverage as measured to the top of the utility:

- 1) Below the top of the roadway pavement: thirty-six (36) inches.
- 2) Below existing unpaved ground and pavement other than roadway pavement: thirty (30) inches (including designed ditch grade as verified from existing pipe inverts).

Horizontal directional drilling requirements in *UAM Section 3.16.9.1* may require greater depths.

#### 3.16.5 Longitudinal Placement

When installing underground and/or at-grade utilities longitudinally, the UAO shall place their underground and/or at-grade utilities to not interfere with the operation and maintenance of the existing highway or any expansion of the highway within the *FDOT Five-Year Work Program*.

#### 3.16.6 Casing Requirements

The UAO shall provide casing for underground utilities (whether longitudinal or crossing) within toes of the front slopes when any the following conditions exist:

- 1) The underground utility does not meet the requirements in *UAM Section 3.16.3* or *UAM Section 3.16.4*.
- 2) The underground utility contains flammable gases or fluids and does not meet the requirements of *49 CFR, Part 192*, or *49 CFR, Part 195*.

When venting is necessary, the UAO shall vent the casing at or outside the R/W line.

#### 3.16.7 Service Connection Points

To accommodate FDOT work, or provide new services, the UAO shall place underground and/or at-grade utility service connection points at or beyond the R/W line to prevent the UAO's customers from having to enter FDOT R/W to make a connection. The UAO may provide underground and/or at-grade utility service connections points to other facilities owned by permitted service providers, FDOT, or other governmental agencies within the FDOT R/W.

#### 3.16.8 Underground Utility Access

When pulling multiple conduits to construct new duct systems, the UAO shall only place access points, such as manholes or pull boxes, over the duct and shall minimize obstruction of the R/W use by others. The UAO shall install its multiple

access points on a duct system at least fifty (50) feet apart to minimize overall R/W infrastructure impact. FDOT shall not require sharing of manholes between power and non-power users.

The UAO shall place manholes, splice boxes and valve boxes outside the travel lanes, auxiliary lanes and bike lanes, to the greatest extent practical. When installing manholes, pull boxes, splice boxes, valve boxes, or vaults that are greater than eighty (80) cubic feet, the UAO shall supply a manufacturer's certification that they meet or exceed the design loads specified in the *UAM Section 3.16.3*.

### **3.16.9 Trenchless Installations**

For all trenchless installations the UAO shall use horizontal directional drilling, jack and bore or micro-tunneling methods where feasible. Alternate methods may be approved in accordance with *UAM Section 6*.

Regardless of the method used the UAO shall do all the following:

- 1) Prior to starting drilling operations, identify to FDOT all drilling fluids to be used and provide a certification that these drilling fluids are environmentally safe and not harmful or corrosive to any of the underground facilities along the bore path.
- 2) Prior to utilizing water and before changing water sources identify the source of water for mixing drilling fluids for approval by FDOT.
- 3) Prior to starting drilling operations, identify any areas of excavation such as entry points, slurry pits, relief and/or observation holes when used.
- 4) Control the pumping rate, pressures, viscosity and density to provide removal of soil cuttings and to balance groundwater and earth pressures.
- 5) Contain drilling fluids in slurry pits, entry or exit points until they are recycled or removed from the site or vacuumed during drilling operations.
- 6) Clean the work site of all excess slurry or spoils within forty-eight (48) hours of completing installation of the utility.
- 7) Notify FDOT immediately of any failed bore or humping/sagging of the roadway. Submit, for approval by FDOT, a remediation plan showing how damage to the roadway or a failed operation will be remedied before proceeding with any further borings.
- 8) Maintain the depth of the utility equal to or greater than those in *UAM Section 3.16.4*, additionally when using horizontal directional drilling under roadway pavement maintain the depths in *UAM Section 3.16.9.1*.
- 9) Submit a bore log to FDOT within seven (7) days of the completion of each successful or failed bore path. The bore log shall include all of the following:
  - a) Utility permit number. If the utility work was done during an FDOT construction project include the financial project identification (FPID) number.
  - b) Name of person collecting data, including title, position and company name.
  - c) A tie to a permanent structure or a station when within an FDOT construction project.
  - d) The detection method used, bore diameter, utility diameter, drilling fluid composition, composition of any other materials used to fill the annular void between the bore and the utility diameter, or utilities placed out of service.
  - e) A plan view of the bore path showing depths and offset dimensions to an accuracy of within one (1) inch of the physically exposed beginning and end points of the bore and other exposed points along the path and indicate if the bore failed.

#### **3.16.9.1 Horizontal Directional Drilling (HDD)**

When performing an HDD operation, the UAO shall restrict the bored diameter to the maximum diameter allowed for the diameter of the utility being installed. The utility diameter is the casing diameter when casing is used. For utility diameters less than eight (8) inches, the maximum bored diameter is equal to the utility diameter plus four (4) inches. For utility diameters of eight (8) inches to twenty-four (24) inches, the maximum bored diameter is equal to one and one half (1.5) times the utility diameter. For utility diameters greater than twenty-four (24) inches, the maximum bored diameter is equal to the utility diameter plus one (1) foot. Where a utility has restrained joints the maximum bored diameter shall be the manufacturer's recommended diameter. Additionally, the UAO should maintain a clearance, from any existing vitrified clay sanitary pipe line or existing gas lines, of at least three and one half (3.5) times the bored diameter.

When boring under roadway pavement, the UAO shall maintain a bore depth equal to ten (10) times the bored diameter or greater as measured from the top of pavement to the top of the bore. The UAO may reduce this depth by determining the water table anticipated at time of installation or a confining layer. The confining layer is a two (2) feet thick layer of earth

that resists thirty (30) blows per foot of a **Standard Penetration Test**. If either of these is determined, the bore depth may be reduced to two (2) feet below the top of the confining layer to the top of the bore, or two (2) feet below the top of the water table to the top of the bore. Additionally, the UAO should maintain a clearance, from any existing vitrified clay sanitary pipe line or existing gas lines, of at least three and one half (3.5) times the bored diameter.

The UAO shall also do all of the following:

- 1) Determine orientation and tracking of the drill bit.
- 2) Utilize relief holes as necessary to relieve excess pressure down hole.
- 3) Prevent heaving during pull back.
- 4) Keep the drill pipe in the bore hole until the final product is pulled into place.
- 5) When boring under roadway pavement, install the product into a bore hole within the same day that the pre-bore is completed.

#### **3.16.9.2 Jack and Bore (J&B) or Micro-Tunneling**

When performing J&B or micro-tunneling operations, the UAO shall do all of the following:

- 1) Control steering in both the vertical and horizontal direction. When micro-tunneling the steering shall be controlled within a tolerance of plus or minus one (1) inch from proposed alignment in both the vertical and horizontal direction.
- 2) Provide entry and exit seals at shaft walls to prevent inflows of groundwater, soil, slurry and lubricants and cover unattended open conduits.
- 3) Include the amount of spoil removed in the bore report.

#### **3.16.10 Out-of-Service and Deactivated Underground Utilities**

The UAO may place underground utilities out-of-service without removing them from the FDOT R/W. The UAO shall be responsible for and shall maintain ownership of these underground utilities commensurate with these utilities being in-service. However, the UAO shall not leave an out-of-service or deactivated underground utility in place that does any of the following:

- 1) Compromises the safety of any transportation facility user during construction or maintenance operations.
- 2) Prevents other utilities from being placed in the area when alternatives are unavailable.
- 3) Creates a maintenance condition that would be disruptive to the transportation facility.
- 4) Adds costs to FDOT improvements which are not paid for by the UAO.
- 5) Is in non-compliance with underground gas line deactivation. See **49 CFR, Part 192.727** and the rules of the Public Service Commission.

### **3.17 Restoration**

#### **3.17.1 Restoration of Pavement**

When restoring pavement, the UAO shall do all of the following:

- 1) Maintain temporary patches providing a smooth, all weather surface at all times until all other installation work is complete.
- 2) Notify the Local Maintenance Engineer at least two (2) business days prior to application of the permanent patches.
- 3) Install permanent patches as soon as all other installation work is completed.
- 4) Maintain the permanent patches for a period of two (2) years from the date of installation.

To reduce the time traffic is taken off of an existing facility, FDOT may approve the use of flowable fill.

#### **3.17.2 Replacement of Damaged Landscaped Vegetation**

The UAO shall replace any landscaped vegetation removed or irreparably damaged by the UAO. Landscaped vegetation includes all plants FDOT has placed on the right-of-way or specifically maintains as part of an overall landscape plan. All such areas shall be specifically noted on the permit application.

##### **3.17.2.1 Landscaped Vegetation Replacement in Kind**

For landscaped vegetation replacement in kind, the UAO shall do all of the following:

- 1) Provide a plan view showing the boundary where the landscaped vegetation is to be removed.
- 2) Provide a detail list of the plants to be removed including the scientific name, common name, and size of the plant.
- 3) Show in the permit application a plan view of the replanting locations.
- 4) Replant the vegetation in accordance with Florida #1 as described in the *Grades and Standards for Nursery Plants* of the same type and size as the removed plants in the replanting location.
- 5) Maintain the replanted vegetation for a period of one year to Florida #1 as described in the *Grades and Standards for Nursery Plants*.

### **3.17.3 Restoration of Turf**

Immediately after the utility work is completed, the UAO shall begin sodding, or seeding and mulching operations on the front or back slopes. The UAO shall begin sodding, or seeding and mulching on all other areas within one (1) week after the utility work is completed. The UAO shall restore the R/W to the condition existing prior to the utility work. The UAO shall maintain that portion of the R/W affected by the utility work until vegetation is established.

## **3.18 Vegetation Control**

### **3.18.1 General**

Vegetation control includes any method intended to alter or regulate normal plant growth. The UAO may cut vegetation manually or mechanically on a routine or periodic basis provided the work does not exceed limits necessary for proper utility maintenance. To the greatest extent practical, the UAO shall use vegetation maintenance that does not detract from the natural beauty of the roadside or cause an abrupt change in roadside vegetation conditions. Where vegetation interferes with safe utility maintenance and operation, the UAO shall do all the following:

- 1) Trim trees in accordance with *UAM Section 3.18.2*.
- 2) Remove brush cuttings or debris discharged into routinely maintained area.
- 3) Stockpile debris outside the mowing limits and clear zone for later disposal.
- 4) Leave in place all undergrowth.

The UAO may remove trees with a circumference of less than twelve (12) inches measured at four (4) feet above the ground while undertaking normal trimming, by cutting the trees flush to the ground and removing the created debris. This does not apply to landscaped vegetation as described in *UAM Section 3.17.2*. The UAO may also remove trees with a circumference of twelve (12) inches or larger measured at four (4) feet above the ground, with written permission of the appropriate District Maintenance Engineer.

### **3.18.2 Tree Trimming**

The UAO shall trim trees to ensure the safe installation, maintenance, and operation of the UAO's utilities. Where the UAO trims trees, the UAO shall comply with the *ANSI A300 Standard Practices*. The UAO shall not cause irreparable damage to a tree by trimming. Such trimming shall employ recognized and approved methods of modern vegetation control, with emphasis on tree health. The UAO may use mechanical tree trimming machines for routine maintenance. The UAO shall remove all waste and debris associated with the trimming from the R/W unless FDOT specifies otherwise in writing.

### **3.18.3 Mowing**

Where the UAO mows or cuts grass, the UAO shall mow or cut the grass (a) to a height of not less than five (5) inches and (b) in such a manner as to promote low growing ground cover species. The UAO shall equip and operate mowing equipment in a manner to preclude throwing debris that would create a safety hazard.

### **3.18.4 Chemical Control of Vegetation**

When using chemical vegetation control, the UAO shall comply with all of the following:

- 1) Obtain written authorization from the Local Maintenance Engineer before applying vegetation control chemicals.

Give the Local Maintenance Engineer at least two (2) business days advance notice. To obtain written authorization, the UAO shall submit a written proposal for chemical control of vegetation which includes all of the following:

- 1) The extent of the intended work.
- 2) The type of herbicides or plant (tree) growth regulators to be used (and shall include labels and material safety data sheets for the intended use).
- 3) The intended timing and techniques of application.
- 4) Documentation that the UAO's herbicide applicator (whether a utility employee or contractor) is certified to apply herbicides.
- 5) Identify each plant type to be chemically controlled.

The UAO shall apply chemical control of vegetation either a) in the first growing season after mowing, or b) before it has reached a height of six (6) feet. The UAO shall not apply chemical control on vegetation greater than six (6) feet in height if such application will either a) create an undesirable appearance, or b) cause undesired browning or color change. The UAO may request special consideration when manmade obstructions preclude or prevent reducing vegetation to the six (6) feet height. The Local Maintenance Engineer may authorize applications at a height greater than six (6) feet either in areas with rapid plant growth or in the control of invasive exotic vegetation. If FDOT grants such permission, the UAO shall remove, chip or mulch dead plant material following successful performance of the herbicides. The UAO shall not use any herbicide containing the active ingredient sulfonyl urea, or containing any chemical of the sulfonyl urea family, or labeled as restricted use. The UAO shall not apply any non-selective or residual herbicides to roadside turf grasses. The UAO shall not apply any chemical of any type or rate that causes permanent injury to desirable vegetation or could result in bare ground. To control invasive vegetation, the FDOT District Maintenance Engineer may suspend these restrictions. The UAO may use individual stem and solid stream treatments that result in spot or narrow band control. The UAO shall protect specific selected and preserved plants from damage by herbicides. The UAO shall comply with all environmental considerations and associated regulations when applying herbicides. The UAO shall maintain and provide upon request complete records detailing the dates, location, materials, rates, weather, and other data relevant to herbicide application, as required by federal and state law. FDOT may deny any UAO future permission to use chemicals for vegetation control because of misuse, unsatisfactory performance results, or failure to comply with these provisions.

### **3.19 Utilities On or Near FDOT Structures**

#### **3.19.1 General**

The UAO shall not install, operate or maintain any utility on or near an FDOT structure that does any of the following:

- 1) Creates a hazard to the public.
- 2) Affects the FDOT structure's integrity.
- 3) Unreasonably hinders inspection and maintenance operations of the FDOT structure.
- 4) Adversely affects the aesthetics of FDOT structures placed in aesthetically sensitive environments.
- 5) Damages any FDOT structure's reinforcement or stressing ducts or strands.
- 6) Attaches to FDOT bridge girders.
- 7) Resides inside an FDOT box girder.
- 8) Lowers the FDOT structure's vertical clearance.
- 9) Restricts the FDOT structure's ability to expand and contract.

#### **3.19.2 Attaching to FDOT Structures**

The UAO shall be responsible for the design, safety, inspection, and maintenance of utilities and supporting hardware it attaches to FDOT structures. The UAO's engineer shall be responsible for performing the analysis for determining if the structure will support the utility in addition to other loads in a safe manner while not significantly reducing the FDOT structure's live load capacity. The UAO shall use materials and methods for utility conduit, pipe coatings and concrete repairs that are a) approved by FDOT's State Materials Office, and b) are in accordance with the FDOT District Structures Design Engineer's site specific requirements.

When attaching utilities to FDOT bridges, the UAO shall comply with all of the following:

- 1) Utilities shall be placed under the cantilever portion of the deck overhang.
- 2) Utility cables or conductors shall be encased in conduit.
- 3) All electrical cables two (2) kilovolts and above shall be shielded cable with a concentric neutral, grounded at both ends of the bridge.
- 4) All pressure lines shall have shut-off systems so that pipe segments at bridges can be isolated.

When FDOT determines that an FDOT bridge is in an extremely aggressive environment, the UAO shall incorporate the following in the design:

- 1) 316 stainless steel for all attachment hardware such as hangers and bolts, or equivalent material as determined by the State Corrosion Engineer.
- 2) Conduits fabricated from non-metallic materials or equivalent material as determined by the State Corrosion Engineer.

The UAO shall make metallic pipes and conduits a) electrically insulated from the structure by redundant insulators, and b) supported by insulating pipe rollers constructed from dielectric material. If loads would permanently strain the roller material beyond the elastic limit, the UAO shall use elastomeric bearings or specifically designed sliding supports. The

UAO shall isolate and insulate all utilities from the FDOT bridge to ensure that corrosion cells do not develop because of the attachment of the utility. The UAO shall use only welded or flange joint steel pipe conforming to *API Standard 1104* for carrying hazardous material (flammable, toxic or corrosive). The UAO shall design all pipes carrying hazardous material for class-four locations in compliance with *49 CFR, Part 192* and *49 CFR, Part 195*.

## **4 Utility Accommodation on FDOT Limited Access Right of Way**

When placing utilities on Limited Access Right of Way (LA R/W), the UAO shall comply with this section in addition to all other sections of the *UAM*.

### **4.1 Longitudinal Utilities**

The UAO may install, operate and maintain lines longitudinally within LA R/W that exclusively serve FDOT. The UAO shall not install any other longitudinal utility lines unless an alternative to this requirement is approved in accordance with *UAM Section 6*.

### **4.2 Vertical Clearance**

The UAO shall provide at least twenty-four (24) feet vertical clearance for utilities above any limited access roadway.

### **4.3 Crossings**

#### **4.3.1 New Crossings**

In expanding areas adjacent to LA R/W, the UAO shall design and install utilities to minimize the need for crossing LA R/W. The UAO shall not cross LA R/W when other options are available within reasonable distances.

#### **4.3.2 Existing Utilities and Limited Access Construction**

When relocating or adjusting existing utilities in conjunction with construction of a LA R/W, the UAO shall a) provide for known and planned expansion of the utility, and b) plan future installations or new lines to not impede traffic.

#### **4.3.3 Underground Crossings**

The UAO shall provide at least forty-eight (48) inches coverage measured from the pavement surface to the top of the underground utility. The UAO shall not open cut pavement.

The UAO shall, where practical, perform all construction and maintenance outside the LA R/W fence line. The UAO shall place temporary fencing to enclose work areas within the LA R/W. The UAO shall not extend this fencing closer to the roadway than to the toe of the back slope.

The UAO shall not place utilities at interchanges that cannot be serviced or patrolled in accordance with *UAM Section 4.6*.

Alternatives to these requirement may be approved in accordance with *UAM Section 6*.

## **4.4 FDOT Railroad Corridors**

All rail corridors are to be treated as LA R/W for utility accommodation purposes. When placing utilities on non-operating railroad corridors, the UAO shall comply with the *UAM* and the applicable corridor management plan.

When placing utilities on operating railroad corridors, the UAO shall also comply with all requirements in the standard railroad application package for the railroad(s) operating in the corridor.

The UAO may obtain the standard railroad application package from the FDOT District Rail Coordinator or the FDOT District Corridor Rail Manager. The UAO shall adhere to minimum horizontal offset or highest vertical clearance dimensions found in the following:

- 1) *UAM* for all LA R/W
- 2) *Rule Chapter 14-57, F.A.C.* for rail corridors.
- 3) *FDOT South Florida Rail Policy* for the South Florida Rail Corridors.

## **4.5 Utilities in R/W being Re-designated as LA R/W**

The UAO may leave existing permitted utilities within R/W being re-designated as LA R/W that do not unreasonably interfere with the safety, design, construction, operation, maintenance, or stability of the proposed LA R/W. The UAO shall service, maintain, and operate the utility without interfering with traffic on through lanes or ramps.

## 4.6 Access for Servicing or Patrolling Utilities

Where practicable, the UAO shall access utilities only from nearby frontage roads, public roads, or trails leading outside of the LA R/W. For utilities placed along non-limited access overpasses or underpasses the UAO shall, where practicable, service these utilities from the non-limited access R/W and not impact traffic on the LA R/W.

## 4.7 Attachments to FDOT Bridges

The UAO, shall not attach utilities to FDOT bridges. Alternatives to this requirement may be approved in accordance with *UAM Section 6*.

# 5 Project Coordination

Project coordination is a cooperative effort between FDOT and the UAO. This section covers the responsibilities of both FDOT and the UAO prior to construction activities of projects.

## 5.1 FDOT Coordination

FDOT shall make arrangements to ensure all of the following is done:

- 1) Advance planning of highway projects is coordinated with affected UAOs no later than the project being placed in the *FDOT Five-Year Work Program*.
- 2) Project drawings are provided to the UAO for markup in an agreeable format.
- 3) Conflicts with the UAO's utilities are identified to the UAO. This may be provided in a conflict matrix format when available.
- 4) Reasonable lead-time is provided for the UAO to relocate or adjust their utilities.
- 5) Reasonable lead-time is provided for the UAO to physically expose their utilities when the UAO elects to do this work.

## 5.2 UAO Coordination

The UAO shall do all the following:

- 1) Provide project work schedules to resolve all conflicts between the FDOT project and the UAO's utilities.
- 2) Obtain permits for utility work in compliance with all applicable laws and the *UAM*.
- 3) Identify to the designer utilities and utility service connections the UAO has determined to be in conflict that were not previously identified.
- 4) Provide existing and proposed utility locations and elevations on the project drawings or project CADD files with ties to the project's survey points, as can reasonably be obtained by a review of existing records, topographic surveys and detection devices without physically exposing the utility. The UAO shall use the following color code:  
  
Red: Existing utilities that are:  
    (a) To be removed or relocated horizontally or  
    (b) To be placed out-of-service (deactivated) but left in place.  
Green: Existing utilities to remain in place with no adjustment.  
Brown: Utilities that are:  
    (a) Existing and are to be adjusted vertically, but are to remain in the same horizontal alignment, or  
    (b) New utilities to be installed.
- 5) Complete the utility work schedule provided in *UAM Section 8* for all needed utility work activities when requested by FDOT. The UAO shall include in the utility work schedule all of the following:
  - a) In Section B, all special conditions and constraints needed to perform the UAO's work activities and/or other important information.
  - b) In Section C, the type, size, material, status and offset to the centerline of construction, or other FDOT approved baseline, from station to station of the UAO's utilities.
  - c) In Section C, all UAO work activities to facilitate the needed relocations or adjustments, indicating an activity number, the TCP phase, the number of consecutive calendar days needed to complete the utility work activity by showing the breakdown of days prior to FDOT project construction and during FDOT project construction. In addition to UAO's work activities within the project limits, other offsite utility work activities such as procurement of material or property shall be included when these activities affect the time needed to complete the UAO's work activity.

- d) In the Dependent Activities column in Section C, identify all activities that need to be completed, by the UAO or others, before the listed UAO's work activity can start.
- e) In Section A, show the sum of the calendar days prior to FDOT project construction and during FDOT project construction from the breakdown provided in Section C.

### 5.3 UAO Reimbursement

When utility work is to be performed by the UAO for which FDOT bears the cost pursuant to *Section 337.403, F.S.*, the UAO shall complete the utility work estimate provided in *UAM Section 8*. The UAO shall provide the utility work estimate to FDOT prior to or at the time of submitting the utility work schedule.

## 6 Approval of Design Alternatives

Where compliance with the *UAM Sections 3.14, 3.16.9, 4.1, 4.2, 4.3.3, or 4.7* is not practicable or would create an unreasonable hardship, FDOT may approve an alternative. To request such approval, a signed request must be sent to the State Utilities Engineer, stating the reasons the alternative should be approved. The request shall be granted when the information supplied shows either:

- 1) Compliance with these requirements is not practicable or would create an unreasonable hardship for the UAO, and that the UAO's alternative would not unreasonably interfere with the safety, operation, maintenance, future improvement, or expansion of the transportation facility, or
- 2) The alternate provides a benefit to the safety, operation, maintenance, future improvement, expansion of the transportation facility, or other benefit to FDOT.

The fact that the alternative is less costly will not necessarily be determinative of whether the alternative is approved.

Design alternative approval request documents submitted by regular full-time employees of a UAO meeting the exemption contained in *Section 471.003(2) F.S.* shall not be required to be signed and sealed by a licensed Florida professional engineer. When the design alternative approval request document refers to the modification of FDOT infrastructure, FDOT may require the design alternative documents to be signed and sealed by a Professional Engineer.



## 7 References

### 7.1 Incorporated References

The following references are incorporated into *Rule Chapter 14-46.001 F.A.C* by reference and are requirements of this manual, but are limited to the scope of application specifically referenced on the *UAM* sections listed. Copyrighted material is available for public inspection as described below. All other reference material are posted at:

<http://www.dot.state.fl.us/programmanagement/utilities/>

***ANSI A300 Standard Practices.*** – UAM Section 3.18.2

American National Standards for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning), Publication ANSI A300 (Part 1) – 2008. Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee.

***API Standard 1104*** - UAM Section 3.19.2

API STD 1104 (API 1104) - Welding of Pipelines and Related Facilities 20th edition, October 2005. Published by the American Petroleum Institute. Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee.

***FDOT Design Standards*** - UAM Sections 1.3, 2.3.2, 2.4.2, 3.7

2016 FDOT Design Standards for Construction and Maintenance Operations on the State Highway System Topic 625.010-003.

***FDOT South Florida Rail Policy*** - UAM Section 4.4

SOUTH FLORIDA RAIL CORRIDOR CLEARANCE

Policy No. 000-725-003, Effective date 9/20/2007.

***Grades and Standards for Nursery Plants***- UAM Section 3.17.2

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, Florida Grades and Standards for Nursery Plants 2015.

***Standard Penetration Test*** - UAM Section 3.16.9.1

ASTM D1586 - 11 Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils, published by the American Society for Testing and Materials (ASTM), November 1, 2011. Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee.

***49 CFR, Part 192*** - UAM Sections 3.19.2,

Code of Federal Regulation, Title 49: Transportation part 192, TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE: MINIMUM FEDERAL SAFETY STANDARDS, Revised October 1, 2011.

***49 CFR, Part 195*** - UAM Sections 3.19.2,

Code of Federal Regulation, Title 49--Transportation, part 195, TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE, Revised October 1, 2011.

### 7.2 Informational References

This manual contains references to Florida Statutes, Federal Codes, national codes and other documents. These are to assist the user with additional information pertinent to the topic being discussed in the body of this manual. These references are for informational purposes only. However, the UAO may be bound by the requirements in these references through other means.

***Chapter 120, F.S.*** - UAM Section 1.10

Florida Statute - 120, ADMINISTRATIVE PROCEDURE ACT.

***Chapter 373, F.S. Part IV*** - UAM Section 1.6.2

Florida Statute - 373 MANAGEMENT AND STORAGE OF SURFACE WATERS

**Chapter 471, F.S.** - UAM Section 2.4.3, 6  
Florida Statute - 471 - Engineering.

**Chapter 556, F.S.** - UAM Section 1.8  
Florida Statute - 556, UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY.  
**FDOT Five-Year Work Program** - UAM Sections 3.16.4, 3.16.6, 5.1  
FDOT Five-Year Work Program, Pursuant to Section 339.135(5), Florida Statutes.

**NESC** - UAM Section 3.14.5  
National Electrical Safety Code.

**Rule Chapter 14-15.002, F.A.C.** - UAM Section 3.16.3  
Florida Administrative Code, Chapter 14-15.002, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

**Rule Chapter 14-26, F.A.C.** - UAM Section 1.6.1  
Florida Administrative Code, Chapter 14-26, SAFETY REGULATIONS AND PERMIT FEES FOR OVERWEIGHT AND OVERDIMENSIONAL VEHICLES.

**Rule Chapter 14-57, F.A.C.** - UAM Section 4.4  
Florida Administrative Code, Chapter 14-57, RAILROAD SAFETY AND CLEARANCE STANDARDS, AND PUBLIC RAILROAD-HIGHWAY GRADE CROSSINGS.

**Rule Chapter 14-86, F.A.C.** - UAM Section 1.6.2  
Florida Administrative Code, Chapter 14-86, DRAINAGE CONNECTIONS.

**Rule Chapter 62-25, F.A.C.** - UAM Section 1.6.2  
Florida Administrative Code, REGULATIONS OF STORMWATER DISCHARGE.

**Section 120.60, F.S.** - UAM Section 2.6  
Florida Statute - 120.60 Licensing.

**Section 333.01(3), F.S.** - UAM Section 3.11  
Florida Statute - 333.01(3) "Airport hazard".

**Section 337.401, F.S., Section 337.402, F.S., Section 337.403, F.S., Section 337.404, F.S.** - UAM Sections 2.1, 3.13, 5.3  
Florida Statute - 337.401 Use of right-of-way for utilities subject to regulation; permit; fees.  
Florida Statute - 337.402 Damage to public road caused by utility.  
Florida Statute - 337.403 Relocation of utility; expenses.  
Florida Statute - 337.404 Removal or relocation of utility facilities; notice and order; court review.

**49 CFR, Part 192** - UAM Sections 3.16.7, 3.16.10 3.16.12,  
Code of Federal Regulation, Title 49: Transportation part 192, TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE: MINIMUM FEDERAL SAFETY STANDARDS, Revised October 1, 2007.

**49 CFR, Part 195** - UAM Sections 3.16.7,  
Code of Federal Regulation, Title 49--Transportation, part 195, TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE, Revised October 1, 2007.

## **8 Exhibits**

This section contains a blank utility permit, blank utility work schedule and blank utility work estimate. Hardcopies of the utility permit, utility work schedule, and utility work estimate can be obtained from the State Utilities Engineer at:

State Utilities Engineer  
Florida Department of Transportation  
605 Suwannee Street, Mail Station 75  
Tallahassee, FL 32399-0450

Page intentionally left blank.

**PERMIT NO:** \_\_\_\_\_

**STATE ROAD INFORMATION**

<b>County:</b>	<b>Section:</b>	<b>State Road No:</b>	<b>Beginning Mile Post:</b>	<b>Ending Mile Post:</b>
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**APPLICANT INFORMATION**

The Utility Agency Owner (UAO) shall be identified in this Applicant Information Box. When the UAO is a City or County and desires to have the Utility Builder make a joint permit applicant, as prescribed in Section 2.1(4) of the 2017 Utility Accommodation Manual (UAM), the Utility Builder shall also be identified in this Applicant Information Box. A Utility Builder alone cannot apply for a utility permit without the City or County adding them as a joint applicant.

<u>Utility Agency/Owner (UAO)</u>	<u>Utility Builder (only applicable when the UAO is a City or County)</u>
Name: _____	Name: _____
Contact Person: _____	Contact Person: _____
Address: _____	Address: _____
City: _____	City: _____
State: _____	State: _____
Zip: _____	Zip: _____
Telephone: (____) _____ ext. _____	Telephone: (____) _____ ext. _____
Email: _____	Email: _____

**WORK DESCRIPTION**

The Applicant(s) requests permission from the Florida Department of Transportation (FDOT) to construct, operate, and maintain the utilities as described below and as depicted in the incorporated documentation.

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

Utility Work No: \_\_\_\_\_

Additional sheets are attached and are incorporated into this permit Yes ☐ No ☐

For FDEP certification, the FDOT agency report is attached in accordance with UAM Section 2.4.1 (13) Yes ☐ No ☐

**TRAFFIC CONTROL (TCP)**

☐ The TCP will comply with the following 600 series index(es) \_\_\_\_\_

☐ A TCP has been attached and incorporated into this permit application in compliance with UAM Section 2.4.2.

MOT Technician's contact information (may be supplied at the two (2) business day notification to FDOT):

Name: \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**COMMENCEMENT OF WORK**

The UAO and/or Utility Builder shall commence actual construction in good faith within sixty (60) calendar days after approval of the permit application. If the beginning date is more than sixty (60) calendar days from the date of approval, the UAO and/or Utility Builder must review the permit with the FDOT Approving Engineer listed to make sure no changes have occurred to the transportation facility that would affect the permit's continued approval. The UAO and/or Utility Builder shall make good faith efforts to expedite the work and complete the work within the calendar days indicated.

Anticipated Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Calendar days needed to completed: \_\_\_\_\_

## UTILITY PERMIT

PERMIT NO: \_\_\_\_\_

### APPLICANT SIGNATURE

By the below signature(s) the UAO and/or Utility Builder agree(s) to construct, operate, and maintain the work as noted in the above Work Description, shown in plans and incorporated documents, in compliance with the UAM, all instructions noted in the FDOT Special Instructions Box, and special instructions incorporated into this permit. The UAO and/or Utility Builder declares, the location of all existing utilities that it owns or has an interest in, both aerial and underground, are accurately shown on the plans of the work areas. In accordance with UAM Section 2.8, the UAO and/or Utility Builder further declares that a letter of notification was delivered to the owners of other facilities within the work areas and that those listed below are the only facility owners known to be involved or potentially impacted by the proposed work.

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

Name of other facility owners (attach additional sheets if necessary).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Utility Agency/Owner

Utility Builder (when applicable)

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (printed): \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (printed): \_\_\_\_\_

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

### FDOT PROJECT INFORMATION

Pursuant to UAM Section 2.1(10), the utility work is within FDOT projects listed below and must have a Utility Work Schedule for each project approved prior to commencement of work within the FDOT project limits:

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

### FDOT SPECIAL INSTRUCTIONS

In accordance with UAM Section 2.7, FDOT incorporates the below and attached special instructions into this permit.

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

Additional FDOT Special Instructions are attached and incorporated into this permit. Yes ☐ No ☐

### PERMIT APPROVAL

By signature below, FDOT gives permission to the UAO and/or Utility Builder to construct, operate, and maintain the utilities indicated in this Utility Permit in compliance with the UAM, all incorporated documents, and special instructions. Any changes to the approved work must be approved by the FDOT's Approving Engineer and attached and incorporated into this permit in accordance with UAM Section 2.10.

Approving Engineer: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

Notification of Utility Work to be provided to: Telephone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ or Email: \_\_\_\_\_

An FDOT Representative is required to be present on the worksite prior to commencement of work. Yes ☐ No ☐

Rep. Name: \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

**PERMIT NO:** \_\_\_\_\_

**CERTIFICATION**

I, the undersigned UAO and/or Utility Builder, hereby CERTIFY that the utilities were constructed and inspected in compliance with the UAM all incorporated documents, and special instructions. Pursuant to UAM Section 2.10, all changes have been approved by the FDOT's Approving Engineer and incorporated into this permit along with all other material certifications, test results, bore logs, approved plans changes, as-built plans or other required documentation.

I also CERTIFY that work began on \_\_\_\_/\_\_\_\_/\_\_\_\_ and was completed on \_\_\_\_/\_\_\_\_/\_\_\_\_ and that the area was left in as good or better condition than when the work began.

Utility Agency/Owner

Utility Builder (when applicable)

Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (printed): \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

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

**FINAL INSPECTION OF WORK**

☐ The work was inspected and found to be in non-compliance as noted below:

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

☐ All issues of non-compliance listed above have been brought into compliance and/or FDOT has no outstanding issues that need to be addressed by the UAO and/or Utility Builder. However, this final inspection does not release the UAO and/or Utility Builder of their continuing responsibilities pursuant to Rule 14-46.001, the UAM, all incorporated documents, and special instructions.

FDOT Inspector: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

Page intentionally left blank.

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

## FDOT PROJECT INFORMATION

Financial Project ID:	Federal Project ID:
State Road Number:	County:
FDOT Plans Dated:	District Document No.:

**UTILITY AGENCY/OWNER (UAO)**

Utility Company:		
UAO Project Rep:	Phone:	E-mail:
UAO Field Rep:	Phone:	E-mail:

**UTILITY SIGNATURE**

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep. \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

## ENGINEER OF RECORD SIGNATURE

I attest this utility work schedule is compatible with the FDOT plans referenced above.

EOR \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

### APPROVAL BY DISTRICT UTILITIES

This utility work schedule is compete and acceptable to FDOT.

FDOT Rep. \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

## SECTION A: SUMMARY OF UTILITY WORK

The below days are the total numbers of days shown for all activates in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: \_\_\_\_\_ Days during FDOT project construction: \_\_\_\_\_

## SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS

FDOT Plans Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

## SECTION C: UAO's WORK ACTIVITIES

[illegible]

Florida Department of Transportation  
**UTILITY WORK ESTIMATE**

Dec 14, 2016

**FDOT PROJECT INFORMATION**

Financial Project ID:	Federal Project ID:
State Road Number:	County:
FDOT Plans Dated:	District Document No.:

**UTILITY AGENCY/OWNER (UAO)**

Utility Company:	Job No. or Work Order No.:	
UAO Project Rep:	Phone:	E-mail:
UAO Field Rep:	Phone:	E-mail:

**SECTION A: ITEMIZED COST ESTIMATE**

Item	Item Cost (\$)	Overhead (%)	Item Cost + Overhead (\$)
Preliminary Engineering			
Right of Way Acquisition			
Construction Engineering			
Construction Labor			
Materials and Supplies			
Transportation & Equipment			
Contract Construction			
Miscellaneous Expenses			
Total Cost Estimate =>			

**SECTION B: DEDUCTIONS**

Item	Item Value (\$)
Salvage Value	
Betterment	
Extended Service Life	
Total Deductions =>	

**SECTION C: REIMBURSEMENT**

Total Cost Estimate from SECTION A =>	
Total Deductions from SECTION B =>	
Total Reimbursement* =>	

\*Update the estimated Total Reimbursement for changes in excess of 10%

**UTILITY SIGNATURE**

UAO Rep. _____	Date ____/____/____
Name _____	
Title _____	

July 26, 2017

Central Florida Expressway Authority  
Orlando, Florida

Re: Right of Entry Permits

We have served as Bond Counsel to our client, the Central Florida Expressway Authority (the "Authority") and not as counsel to any other person in connection with the grant from time to time of various use permits for the Authority's Expressway System right of way. This opinion is rendered pursuant to that certain Amended and Restated Master Bond Resolution, adopted by the Authority on February 3, 2003 (as supplemented from time to time, the "Master Senior Lien Resolution"); that certain Master Junior Lien Bond Resolution, adopted by the Authority on March 12, 2015 (as supplemented from time to time, the "Master Junior Lien Resolution"); and that certain Master Subordinate Lien Bond Resolution, adopted by the Authority on November 28, 2012 (the "Master Subordinate Lien Resolution" and together with the Master Senior Lien Resolution and Master Junior Lien Resolution, collectively, the "Bond Resolution"). All terms capitalized herein but not defined herein shall have the meanings ascribed to them in the Bond Resolution.

In connection with the provisions of the Bond Resolution, Bond Counsel is required to deliver this opinion with respect to the Outstanding Bonds under the Bond Resolution. In accordance with the Bond Resolution, the Authority may issue from time to time various routine temporary use permits to various public and private third parties granting permission to use minor portions of the Authority's Expressway System right of way, or granting to governmental persons and "utilities," as such term is defined in the Florida Department of Transportation Utility Accommodation Manual the right to cross the Expressway System right of way perpendicularly, but excluding non-governmental parties and private utilities (collectively, the "Action").

Section 5.4(A) of the Bond Resolution provides in part that:

"to the extent permitted by law, the Authority may, subject to the requirements of Section 5.14 hereof, and after obtaining an opinion of Bond Counsel that such action will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Bond, lease or make contracts or grant licenses for the operation of, or grant easements or other rights with respect to, any part of the Expressway System."

Section 5.14 of the Bond Resolution further provides that:

“the Authority shall not consent to, authorize or approve the location on or use of any Expressway System right of way of or by any competing transportation related facility that is not owned, operated or under the jurisdiction and control of the Authority consistent with the provisions of this Master Resolution, unless there shall first be obtained and filed with the Authority a report of an Independent Consultant projecting that while any Bonds are Outstanding, the operation of such competing facility will not cause a reduction in the System Pledged Revenues (taking into account any compensation to be paid the Authority with respect to such competing facility that would constitute a System Pledged Revenue).”

This opinion is based on an analysis of existing laws, regulations, rulings and court decisions and covers certain matters not directly addressed by such authorities. In rendering all such opinion we assume, without independent verification, and, with your permission, rely upon the following: (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined, (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the Authority, (iii) each Action of the Authority is permitted by applicable law; (iv) no Action approves the location on or use of any Expressway System right of way of any competing transportation related facility that is not owned, operated or under the jurisdiction and control of the Authority; (v) no Action will cause a reduction in the System Pledged Revenues (taking into account any compensation to be paid the Authority with respect to such competing facility that would constitute a System Pledged Revenue); (vi) the Action, when combined with all other uses of bond financed portions of the Expressway System by nongovernmental persons, does not result in a violation of the private business tests of Section 141(b) of the Internal Revenue Code of 1986, as amended (which generally limits the use of bond financed property by nongovernmental persons to no more than ten percent (10%), or the sources and security for payment of a bond issue derived from nongovernmental persons to no more than ten percent (10%)); and (vii) the Authority has received a certification by its Consulting Engineers that such Action will not impede or restrict the operation by the Authority of the Expressway System.

In our capacity as Bond Counsel, we have examined such proceedings, documents, certifications, matters and law as we deem necessary to render the opinions set forth in this letter.

Based on that examination and subject to the limitations stated herein, we are of the opinion that under existing law the Action will not, by itself, adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

The opinion stated above is limited to the legal effect of the Action, and we have not reexamined any of the matters upon which the legal opinions of Bond Counsel to the Authority, rendered in connection with the original issuance of the Bonds were based, including the certifications and representations of fact made as of that date. Further, we have not obtained, verified or reviewed any information concerning any event (except the Action) that might have occurred subsequent to the original issuance of the Bonds and that might have adversely affected

the exclusion from gross income of interest on the Bonds for federal income tax purposes. Accordingly, except as expressly stated above, we express no opinion as to any matters concerning the status of the interest on the Bonds under the Internal Revenue Code of 1986, as amended, including specifically whether the interest on the Bonds is excluded from gross income for federal income tax purposes.

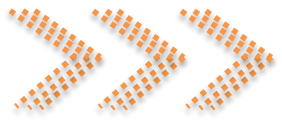
This letter is furnished by us solely for your benefit in connection with the Action and may not be relied upon for any other purpose or by any other person including the holders, owners or beneficial owners of the Bonds. The opinions in this letter are stated only as of this date, and no other opinion shall be implied or inferred as a result of anything contained in or omitted from this letter. Our engagement with respect to this matter has concluded on this date.

Respectfully submitted,

BROAD AND CASSEL LLP

  
By: Joseph B. Stanton, P.A., Partner

# Tab G



# CHAIRMANSHIPS

Committees	Operations	Audit	Right of Way	Finance
Current	Citizen	Seminole	Orange	Lake
2017-2018	Lake	Osceola	Orlando	Citizen
2018-2019	Osceola	Citizen	Seminole	Orange
2019-2020	Orange	Lake	Citizen	Brevard
2020-2021	Brevard	Orlando	Osceola	Seminole
2021-2022	Seminole	Brevard	Lake	Orlando
2022-2023	Orlando	Orange	Brevard	Osceola

## **Right of Way Committee Charter**

Permanent Rule: 5-2

Department: Board and Committees

Supersedes: R-O-W Committee Charters from  
10/27/10, 2/23/11, 9/11/14, 8/13/15, 10/8/15 and 4/14/2016

Date of Board Approval: 7/13/2017

**A RESOLUTION OF THE CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY AMENDING ITS  
RIGHT OF WAY COMMITTEE CHARTER  
TO ADD AN APPOINTEE FROM THE BREVARD COUNTY  
COMMISSION**

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola, Seminole and Brevard counties; and

WHEREAS, CFX possesses the power of eminent domain in order to acquire real property to expand and operate the expressway system; and

WHEREAS, CFX has created a Right of Way Committee to advise its Board on all real property acquisition and disposition matters to come before its Board;

WHEREAS, in the 2017 legislative session the Florida Legislature adopted Senate Bill 720 which expanded the CFX governing Board to include an appointee from the Brevard County Commission; and

WHEREAS, the governing Board wishes to amend its previously adopted Right of Way Committee Charter to be consistent with the state legislation.

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following amendments are hereby adopted by the governing Board:

Section 1: The Right of Way Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative and a designated substitute to serve in their absence, appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative and a designated substitute to serve in their absence, appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Osceola County

- Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.
  6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies.
  7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. Committee members should have experience in Florida eminent domain matters or possess sufficient experience in property acquisition and disposition.

Section 2. Chairman Selection. The Right of Way Committee will be chaired on an annual, rotating basis beginning on September 1, 2017, in the following order (current 2016-17 term remains in effect):

Current	Orange County Representative
2017-2018	City of Orlando Representative
2018-2019	Seminole County Representative
2019-2020	One of Citizen Representatives
2020-2021	Osceola County Representative
2021-2022	Lake County Representative
2022-2023	Brevard County Representative

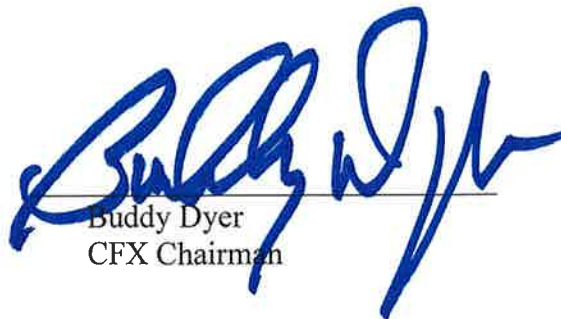
The Right of Way Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 3. Quorum. If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Section 4. The revised Charter is adopted in its entirety as Exhibit "A".

Section 5. This Resolution shall become effective upon adoption.

ADOPTED this 13<sup>th</sup> day of July 2017 .

  
Buddy Dyer  
CFX Chairman

ATTEST:   
Darleen Mazzillo  
Executive Assistant

Approved as to form and legality:

  
Joseph L. Passiatore  
General Counsel

EXHIBIT "A"

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD  
RIGHT OF WAY COMMITTEE CHARTER**

**PURPOSE**

The Right of Way Committee's primary function is to assist the Authority Board in fulfilling its responsibilities by providing oversight and control of the property acquisition and disposition process.

The Right of Way Committee shall oversee and assist the Central Florida Expressway Authority right of way activities. Delegation of authority for right of way acquisition activities recognizes the practical need to conduct negotiations for property acquisition, business damage claims and other matters pertinent to real estate transactions in confidence until such time as a settlement is reached.

**RESPONSIBILITIES**

The Right of Way Committee is responsible for conducting reviews and associated recommendations to the Board regarding property acquisition negotiations, proposed settlements, review of condemnation proceedings and mediation, and other matters related to acquisition negotiations and settlements.

**ORGANIZATION**

The Right of Way Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative and a designated substitute to serve in their absence, appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative and a designated substitute to serve in their absence, appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies.

7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have experience in Florida eminent domain matters or possess sufficient experience in property acquisition and disposition.

#### **CHAIRMAN SELECTION**

The Right of Way Committee will be chaired on an annual, rotating basis beginning on September 1, 2017, in the following order (current 2016-17 term remains in effect):

Current	Orange County Representative
2017-2018	City of Orlando Representative
2018-2019	Seminole County Representative
2019-2020	One of Citizen Representatives
2020-2021	Osceola County Representative
2021-2022	Lake County Representative
2022-2023	Brevard County Representative

The Right of Way Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

#### **SUPPORT STAFF**

The Central Florida Expressway Authority General Counsel's office and Right of Way Counsel shall serve as advisors to the Committee. The Authority General Counsel's office shall provide support to the Committee and may retain independent consultants to assist in the conduct of Authority responsibilities, subject to the Authority's procurement policy and budget.

#### **CONDUCT OF BUSINESS**

The Right of Way Committee shall conduct business in accordance with the Central Florida Expressway Authority Property Acquisition and Disposition Procedures Manual.

#### **MEETINGS**

The Right of Way Committee shall meet as required to review negotiations and provide guidance to General Counsel, acquisition staff and consultants. Meetings may be called by the Executive Director, General Counsel or the Right of Way Committee Chair.

Public notice shall be provided in accordance with state law.

An agenda will be prepared by General Counsel and provided in advance to members, along with appropriate briefing materials.

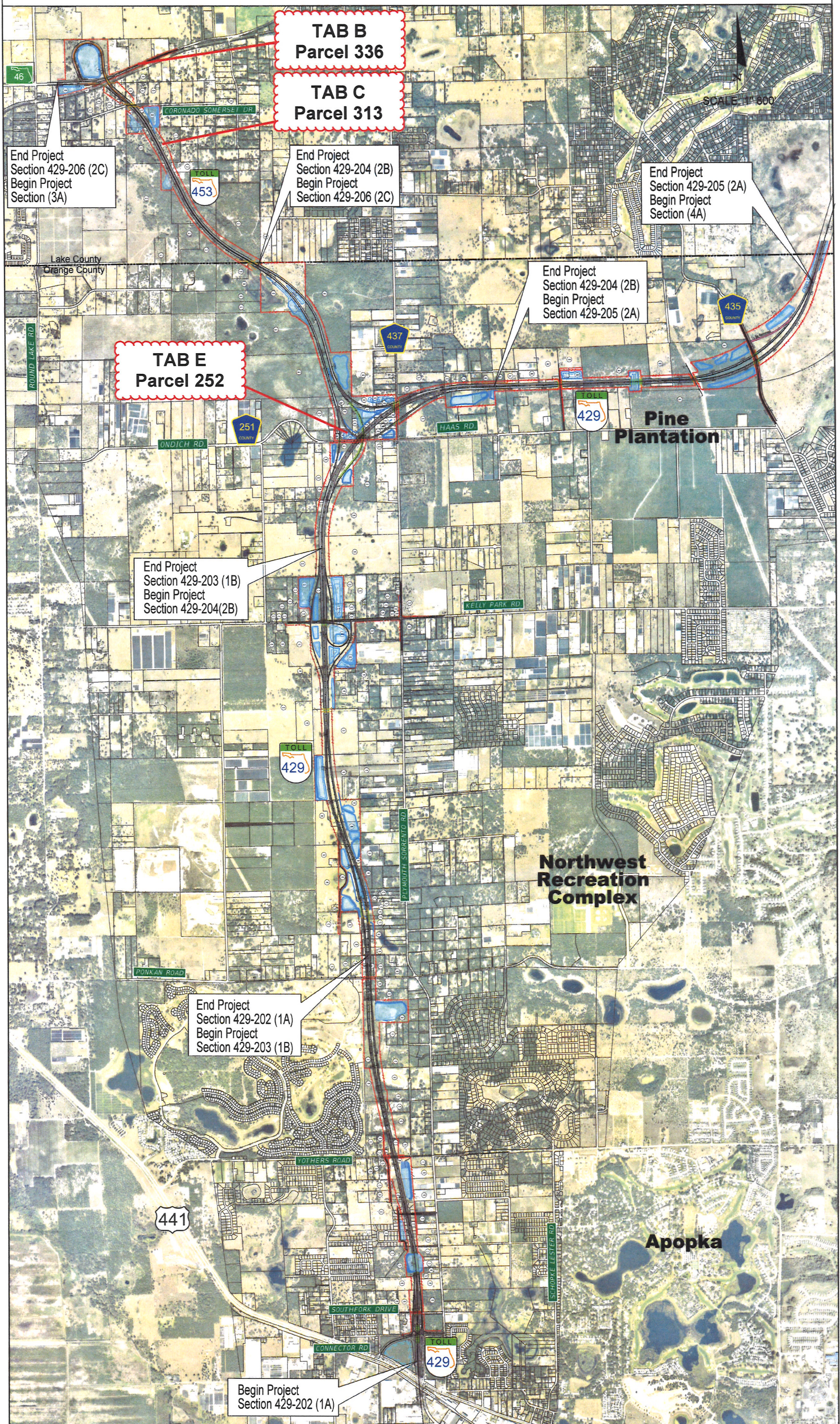
Committee recommendations for right of way acquisition and disposition shall be submitted to the Board for approval. Draft Committee meeting minutes and any other Committee recommendations shall be submitted to the Authority Board for information and/or approval.

### **QUORUM**

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

# Maps of Agenda Items

# CFX Project Section Map



ROW COMMITTEE MEETING AUGUST 16, 2017

SUSERS  
STIMES  
SDATES  
SFILES

CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY

## WEKIVA PARKWAY

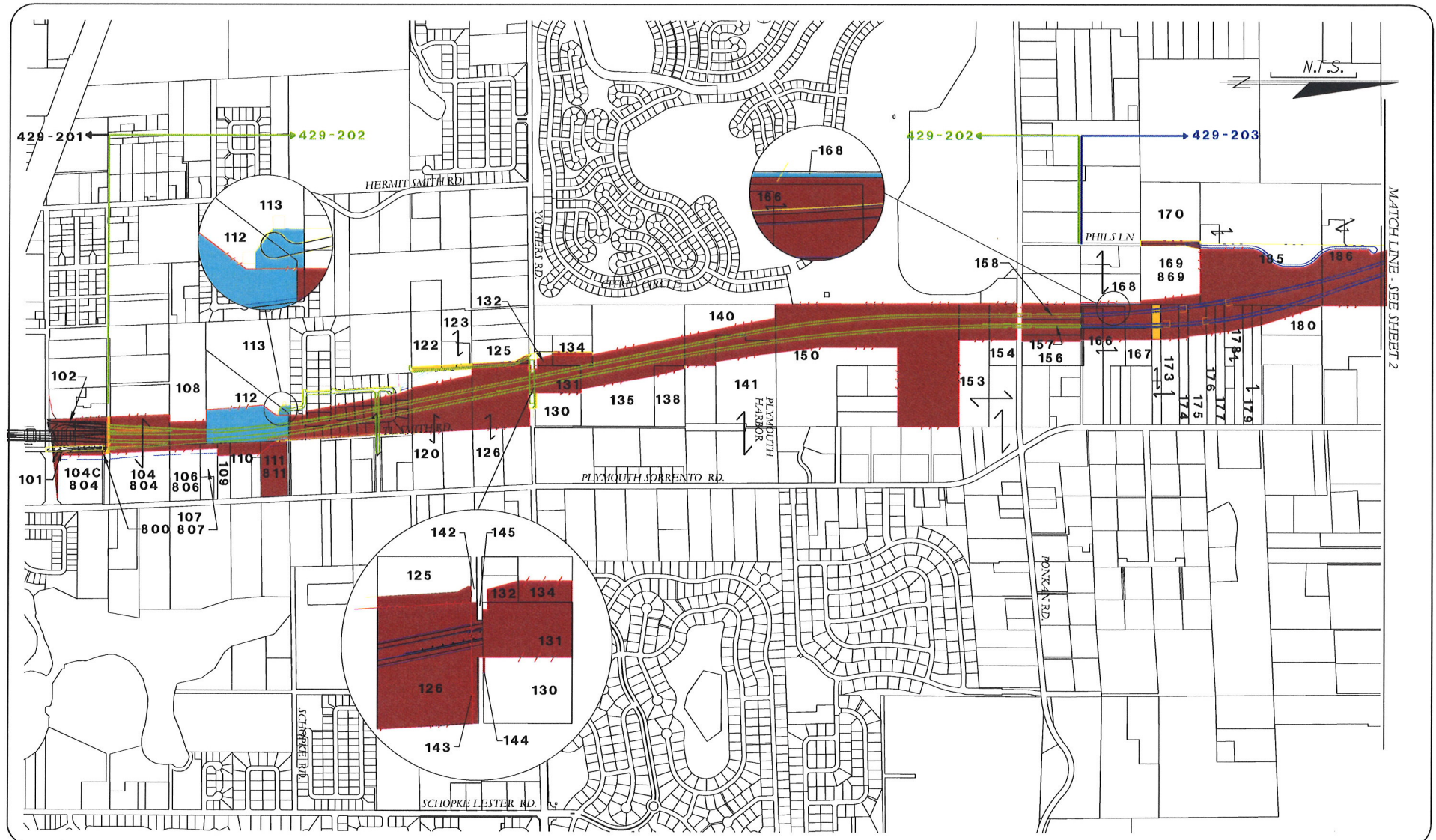
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LITIGATION  
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FEES & COSTS

## RIGHT-OF-WAY EXHIBIT

August 16, 2017

SUBJECT TO CHANGE

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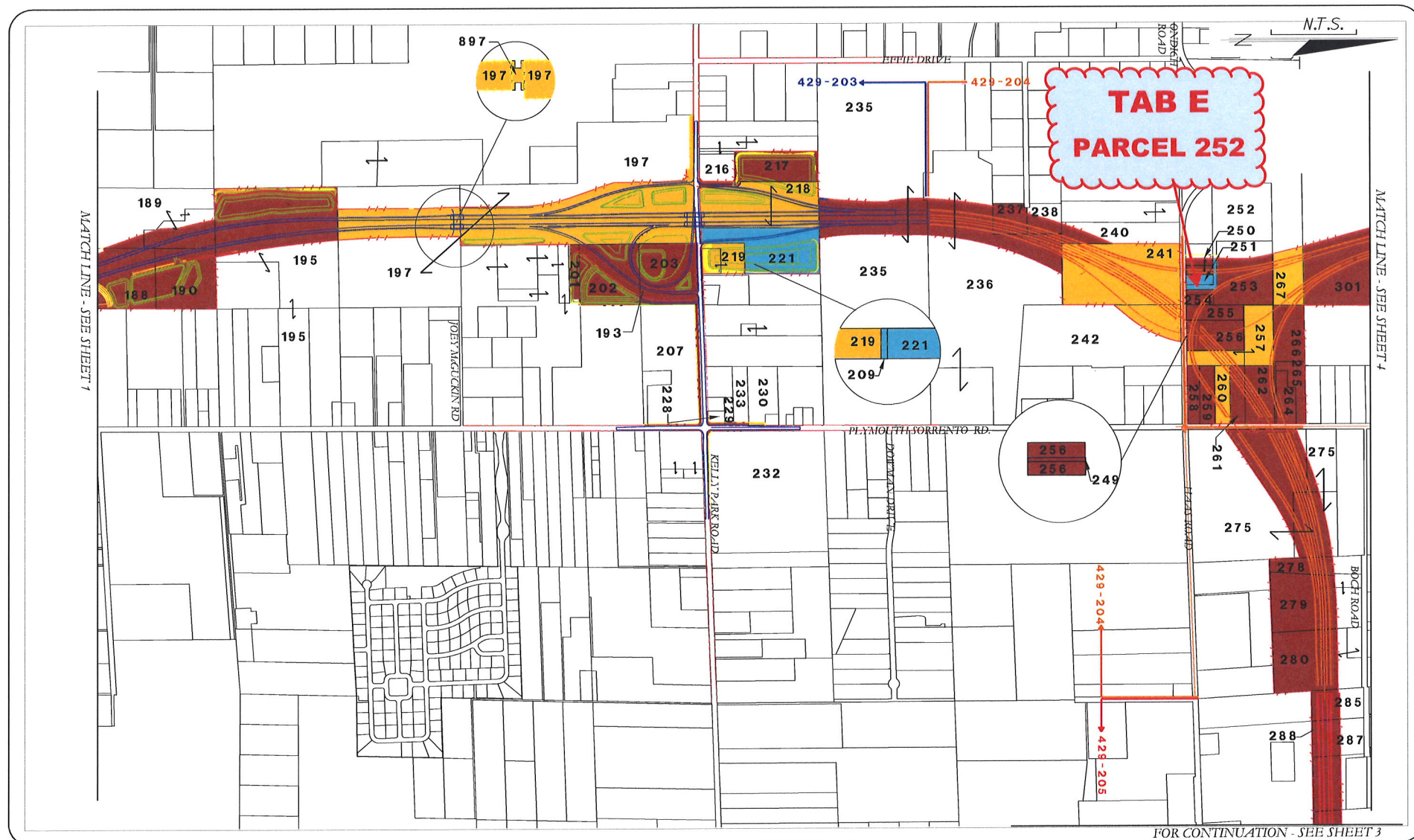
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WEKIVA PARKWAY

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FEES & COSTS

RIGHT-OF-WAY EXHIBIT  
August 16, 2017  
SUBJECT TO CHANGE

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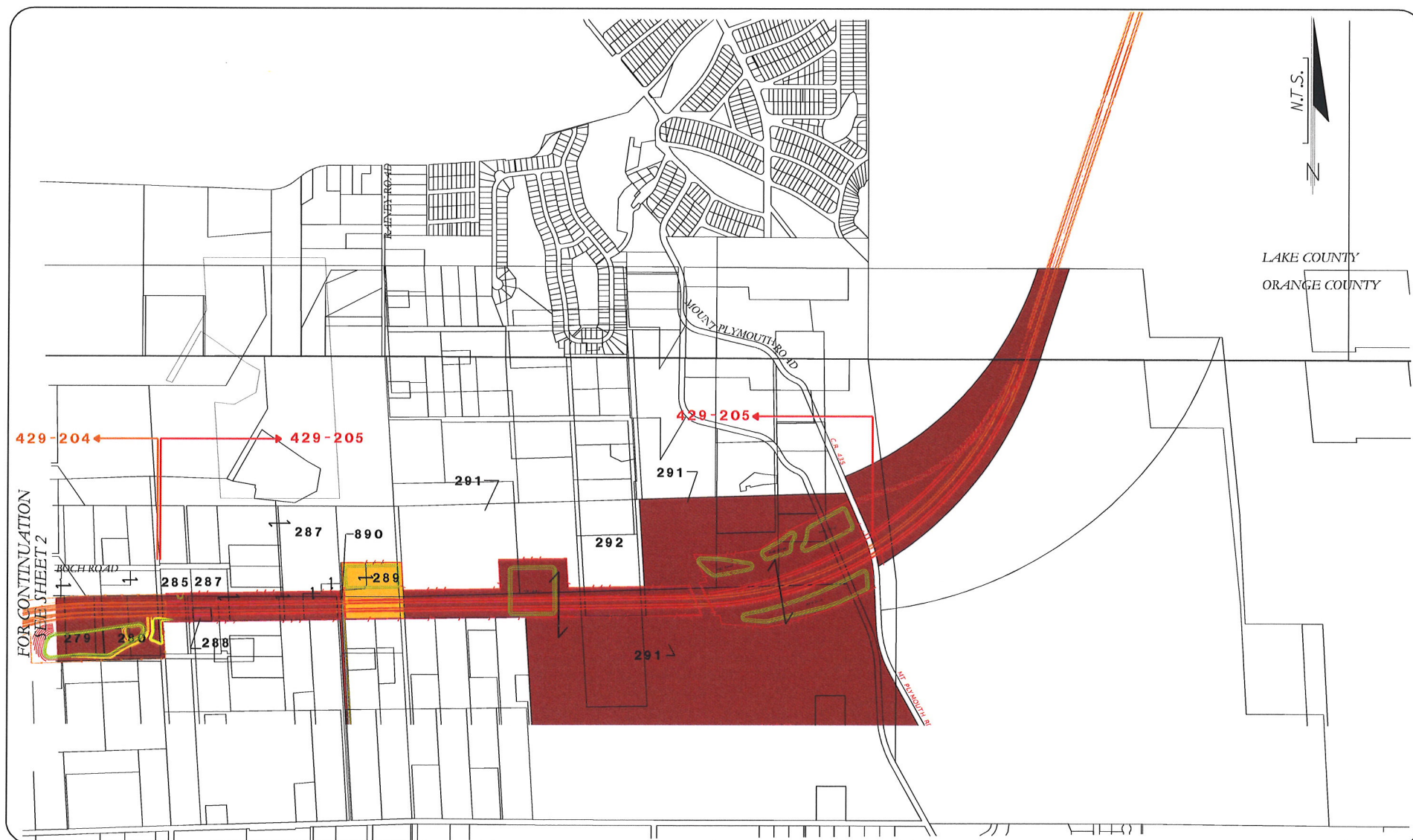
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RIGHT-OF-WAY EXHIBIT  
August 16, 2017  
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FEES & COSTS

RIGHT-OF-WAY EXHIBIT

August 16, 2017

SUBJECT TO CHANGE

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