

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
March 8, 2018
9:00 a.m.**

**Meeting location: Central Florida Expressway Authority
Board Room
4974 ORL Tower Road
Orlando, FL 32807**

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

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

C. APPROVAL OF FEBRUARY 8, 2018 BOARD MEETING MINUTES (action Item)

D. APPROVAL OF CONSENT AGENDA (action Item)

E. REPORTS

1. Chairman's Report
2. Treasurer's Report
3. Executive Director's Report

F. REGULAR AGENDA ITEMS

1. **REQUEST FOR CUSTOMER CALL CENTER AND IMAGE REVIEW CLERK STAFFING ADJUSTMENTS FOR MARKET CONDITIONS – David Wynne, Director of Toll Operations**
(action item)
2. **SR 408 EASTERN EXTENSION PD&E STUDY UPDATE - Glenn Pressimone, Director of Engineering & Will Sloup, Metric Engineering, Inc.** (info. item)
3. **THE POINCIANA PARKWAY EXTENSION PUBLIC COMMENT**

CONCEPT, FEASIBILITY & MOBILITY STUDY OF THE POINCIANA PARKWAY EXTENSION - Glenn Pressimone, Director of Engineering and Clif Tate, Kimley-Horn and Associates, Inc. (action item)

4. THE SOUTHPORT CONNECTOR PUBLIC COMMENT

CONCEPT, FEASIBILITY & MOBILITY STUDY OF THE SOUTHPORT CONNECTOR EXPRESSWAY - *Glenn Pressimone, Director of Engineering and Dan Kristoff, RS&H, Inc.*
(action item)

5. THE NORTHEAST CONNECTOR EXPRESSWAY PUBLIC COMMENT

CONCEPT, FEASIBILITY & MOBILITY STUDY OF THE NORTHEAST CONNECTOR EXPRESSWAY - *Glenn Pressimone, Director of Engineering & Alex Hull, Inwood Consulting Engineers, Inc.* (action item)

6. THE OSCEOLA PARKWAY EXTENSION PUBLIC COMMENT

CONCEPT, FEASIBILITY & MOBILITY STUDY OF THE OSCEOLA PARKWAY EXTENSION
Glenn Pressimone, Director of Engineering & Matt Lamb, CH2M Hill, Inc. (action item)

G. BOARD MEMBER COMMENT

H. 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 at least three business days prior to the event.

C.

APPROVAL OF
BOARD MEETING MINUTES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
February 8, 2018**

**Location: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Board Room**

Board Members Present:

Commissioner Fred Hawkins, Jr., Osceola County (Chairman)
Jay Madara, Gubernatorial Appointment (Vice Chairman)
Commissioner Brenda Carey, Seminole County (Treasurer)
Mayor Buddy Dyer, City of Orlando
Commissioner Jim Barfield, Brevard County
Andria Herr, Gubernatorial Appointment
Commissioner Sean Parks, Lake County
Mayor Teresa Jacobs, Orange County
Commissioner Jennifer Thompson, Orange County

Board Members Not-Present:

S. Michael Scheeringa, Gubernatorial Appointment

Non-Voting Advisor Not Present:

Paul Wai, Florida's Turnpike Enterprise

Staff Present at Dais:

Laura Kelley, Executive Director
Joseph L. Passiatore, General Counsel
Mimi Lamaute, Recording Secretary

A. CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chairman Fred Hawkins, Jr.

The following item was taken out of order for the courtesy of the speaker.

F. REGULAR AGENDA ITEMS

1. E-ZPASS UPDATE

Laura Kelley, CFX Executive Director, explained there is a detailed implementation plan for E-ZPass targeting May as a go-live date. Customers will be offered a dual protocol transponder which is currently in use in North Carolina and will be accepted in Florida, Georgia and the 16 states in the E-ZPass Group. Ms. Kelley introduced PJ Wilkens, Executive Director of the E-ZPASS Group and Craig Shuey, Chief Operating Officer of the Pennsylvania Turnpike Commission/Chairman of the E-ZPASS Group.

Mr. Shuey remarked on the E-ZPass Group and CFX partnership and thanked CFX for its involvement. Per Mr. Wilkens their focus is what is right for the customer and thanked CFX for the opportunity.

(This item was for informational purposes. No action was taken.)

(Mayor Jacobs arrived at this time – 9:06 a.m.)

B. PUBLIC COMMENT

The following individuals commented on the Osceola Parkway Extension alignments:

- 1) Mr. Mike Fischetti, resident of St. Cloud
- 2) Ms. Stacy Ford, resident of Lake Ajay Village, displayed a map (not provided to CFX).
- 3) Ms. Deborah Green with Orange Audubon Society
- 4) Valerie Anderson with Friends of Split Oak
- 5) Dino Derrico, resident of Lake Ajay Village
- 6) Jan Derrico, resident of Lake Ajay Village

David Bottomley commented on SR 408/417 construction.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Carey and seconded by Ms. Herr to approve the January 11, 2018 Board Meeting Minutes as presented. The motion carried with nine (9) members present voting AYE by voice vote. Mr. Scheeringa was not present.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

CONSTRUCTION

1. Approval of Contract Renewal with Target Engineering Group, Inc. for Miscellaneous CEI Services, Contact No. 001054 (Agreement Value: \$1,000,000.00)
2. Approval of Contract Award to Target Engineering Group for S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line, Project No. 417-134, Contract No. 001315 (Agreement Value: not-to-exceed \$3,250,000.00)
3. Authorization to Execute Cooperative Purchase (Piggyback) Agreement with John Brown & Sons, Inc., for Miscellaneous Clearing and Grubbing, Contract No. 001392 (Agreement Value: \$250,000.00)
4. Authorization to Advertise for Letters of Interest for a CFX Owner's Representative, Project Nos. 408-312B and 528-915, Contract No. 001399

ENGINEERING

5. Authorization to Advertise for Letters of Interest for Design Consultant Services for S.R. 417 Widening from Narcoossee Road to S.R. 528, Project No. 417-150, Contract No. 001393
6. Authorization to Advertise for Letters of Interest for Design Consultant Services for S.R. 417 Widening from Boggy Creek Road to Narcoossee Road, Project No. 417-151, Contract No. 001394
7. Authorization to Advertise for Letters of Interest for Design Consultant Services for S.R. 429 Widening from Florida's Turnpike to West Road, Project 429-152, Contract No. 001395
8. Authorization to Advertise for Letters of Interest for Design Consultant Services for S.R. 429 Widening from West Road to S.R. 414, Project No. 429-153, Contract No. 001396
9. Authorization to Advertise for Letters of Interest for Design Consultant Services for S.R. 429 Widening from C.R. 535 to Florida's Turnpike, Project No. 429-154, Contract No. 001397
10. Authorization to Advertise for Construction Bids for S.R. 417 Widening from Econlockhatchee Trail to the Seminole County Line, Project No. 417-134, Contract No. 001398
11. Approval of Contract Award to Metric Engineering, Inc. for Lake/Orange Connector Feasibility/Project Development and Environmental Study, Project No. 599-225, Contract No. 001344 (Agreement Value: not-to-exceed \$2,100,000.00)

12. Authorization to Advertise for Construction Bids for S.R. 408 Guide Sign Replacements, Project No. 408-628, Contract No. 001400

FINANCE

13. Approval of Contract Renewal No. 2 with Wells Fargo Bank, N.A. for Banking Services, Contract No. 001015 (Agreement Value: \$1,373,300.00)

LEGAL

14. Approval of Final Ranking and Contract Award to Broad & Cassel, LLP and Shutts & Bowen, LLP as Co-Counsellors for Right of Way Counsel Services, Contract Nos. 001363 and 001401 (Contract Value: \$2,190,000.00 respectively)
15. Request for Authorization to Advertise for Proposals for Internal Auditing Services, Contract No. 001391
16. Approval of Proposed Settlement Agreement as to Expert Fees & Costs with Robert and Cynthia Henderson in the amount of \$189,309.92 for Parcels 112 (Parts A& B) and 712, Project 429-202
17. Approval of Proposed Settlement Agreement with Donald and Annette Emery in the amount of \$3,130,000 for Parcel 218, Project 429-203
18. Approval of Proposed Settlement Agreement for Attorney's Fees and Costs with Rene's Greenhouse in the amount of \$2,000 for Parcel 250, Project 429-204

TOLL OPERATIONS/TECHNOLOGY

19. Approval of Contract Renewal with Precision Contracting Services, Inc. for Maintenance of Fiber Optic Network Infrastructure, Contract No. 000990 (Agreement Value: \$125,000.00)
20. Request for Authorization to Advertise for Proposals for Payment Card Industry (PCI) Compliance Audit, Contract No. 001390

A motion was made by Mayor Dyer and seconded by Mr. Madara to approve the Consent Agenda as presented. The motion carried with nine (9) members present voting AYE by voice vote. Mr. Scheeringa was not present.

E. REPORTS

1. CHAIRMAN'S REPORT

- Chairman Hawkins reported that meetings are being held with residents, environmental groups and other stakeholders in Osceola County on four corridors under study by CFX. Three meetings will be hosted this month.
- He announced the celebrations of two project openings: (1) The improvements at SR 528/Innovation Way – Sunbridge Parkway Interchange, and (2) Section 2 of the Wekiva Parkway. Information is available on the CFX website.
- Communications with the Governor regarding the purchase of the state's expressway segments that connect to CFX system are ongoing.

2. TREASURER'S REPORT

Commissioner Carey reported that toll revenues for December were \$37,826,753 which is 5.6% above projections and 6% above the prior year. CFX's total revenues were \$39.0 million for the month.

Total OM&A expenses were \$5.8 million for the month and \$30 million year-to-date which is 17% under budget.

After debt service, the total net revenue available for projects was \$19.1 million for December and \$96.8 million year-to-date. Our projected year-end senior lien debt service ratio is 2.23 which is equal to our budgeted ratio of 2.23.

CFX is on the path to recovery from the toll suspensions imposed during Hurricane Irma. By next month, revenue streams should be caught up.

3. EXECUTIVE DIRECTOR'S REPORT

Ms. Kelley provided the Executive Director's Report in written form. She elaborated briefly on some of the items in the report.

Commissioner Parks provided the Board with highlights of the TeamFL meeting that was held on January 25 and 26, 2018. He played a video of The Ray, a road project in Georgia.

F. REGULAR AGENDA ITEMS

2. OSCEOLA PARKWAY REIMBURSEMENT AGREEMENT

Mr. Joseph L. Passiatore, General Counsel, is requesting the approval of the Interlocal Agreement for Third Party Funding with Osceola County (TPFA). Approval of the TPFA does not commit CFX to a particular alignment for the Osceola County Parkway Extension. The TPFA would facilitate Board action of December 2017 authorizing CFX staff to negotiate potential right-of-way acquisitions for Osceola Parkway Extension and to access \$70 million in funding.

A motion was made by Mr. Madara and seconded by Ms. Herr for approval of the Interlocal Agreement for Third Party Funding with Osceola County with revised Section 5.01 and Appendix A and authorizing General Counsel to insert Escrow Agent compensation. The motion carried with nine (9) members present voting AYE by voice vote. Mr. Scheeringa was not present.

3. CFX LANDSCAPE PROGRAM

Chris Bloodwell, Landscape Architect, provided an overview of the CFX Landscape Program, including program scope, concerns, solutions, landscape in construction projects, maintenance, repair and replacement and landscape within project areas.

(This item was for informational purposes. No action was taken.)

(Mayor Jacobs left at this time approximately 9:48 a.m.)

4. ORANGE COUNTY TAX COLLECTOR INTERFACE UPDATE

David Wynne, Director of Toll Operations, provided an update on the Orange County Tax Collector Interface. He explained the previous process for registration holds. The new process will allow customers to make toll payments at the Tax Collector's offices and immediately clear their registration hold.

The next step is to enter into Interlocal Agreements with Seminole, Brevard, Lake and Osceola Tax Collectors as well as other Statewide agencies as needed.

(This item was for informational purposes. No action was taken.)

G. BOARD MEMBER COMMENT

- Chairman Hawkins expressed CFX's appreciation of public involvement, whether through public comments at board meetings or at community events.

H. ADJOURNMENT

Chairman Hawkins adjourned the meeting at 10:09 a.m.

Commissioner Fred Hawkins, Jr.
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2018.

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 or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, videotapes of Board meetings commencing July 25, 2012 may be available at the CFX website, www.cfxway.com.

D.

Consent Agenda

CONSENT AGENDA
March 8, 2018

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:
 - a. Project 417-733 Ranger Construction Industries, Inc. (\$ 851,490.11)
 - b. Project 528-131 SEMA Construction, Inc. \$ 77,813.40
 - c. Project 528-313 Lane Construction Corp. \$ 205,332.81
 - d. Project 408-127 Lane Construction Corp. \$ 26,411.83
 - e. Project 429-204 Southland Construction, Inc. \$ 84,354.75
 - f. Project 599-626 United Signs & Signals, Inc. \$ 23,510.71
 - g. Project 429-206 GLF Construction Corp. \$ 112,727.36
2. Approval of Contract Award for SR 408 Aesthetic Coatings Renewal to Southern Road & Bridge, LLC, Project No. 599-734, Contract No. 001279 (Agreement Value: \$3,471,026.00)
3. Authorization to Advertise for Letters of Interest for Systemwide Construction Engineering Inspection (CEI) Services using CFX's Small Sustainable Business Enterprise (SSBE) Program, Contract Nos. 001368 and 001406

ENGINEERING

4. Approval of Geodata Consultants, Inc. as Subcontractor for the General Engineering Consultant Services (GEC) contract with Dewberry Engineers, Inc., Contact No. 001145
5. Approval of Contract Award for Design Services SR 528 / SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road to DRMP, Inc., Project 528-143, Contract No. 001314 (Agreement Value: not-to-exceed \$6,050,000.00)

INTERNAL AUDIT

6. Acceptance of Internal Audit Reports:
 - a. Prior Audit Recommendations Follow-up
 - b. Procurement and Contract Billing Audits
 - c. Safety and Maintenance Policies and Procedures Compliance Audit
 - d. TRAILS Program Review
 - e. DHSMV Data Security Assessment
 - f. PCI Assessment with Report on Compliance

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LEGAL

7. Approval of Corrected Amount Allocated for Design and Engineering in the Third-Party Funding Agreement with Osceola County
8. Approval of Proposed Settlement of Supplemental Attorneys' Fees with Vickie Davis d/b/a Bay Hills Equestrian Center in the amount of \$2,000.00 for Parcels 197/897, Project 429-203
9. Approval of Proposed Negotiated Settlement Agreement related to the leasehold interest of Diane Maxwell in the amount of \$3,500.00 for Parcel 166, Project 429-203
10. Approval of Proposed Mediated Settlement Agreement for all claims for compensation with Lee and Jennifer Shollenberger in the amount of \$880,692.50 for Parcel 289, Parcels 287/887 and Parcel 890, Project 429-205
11. Approval of Proposed Mediated Settlement Agreement of all claims with Solid LLC in the amount of \$835,000.00 for Parcel 328, Project 429-206
12. Approval of Offers of Judgment to Itay Guy in the amount of \$10,000.00, Earl and Adelaida Wilson in the amount \$3,500.00 and Freddie, Eula and Sandra Jones in the amount of \$3,500.00 for Parcels 800 (Part A & B), Project 429-202
13. Approval of the Right of Way Transfer and Continuing Maintenance Agreement between Central Florida Expressway Authority and City of Apopka, Projects 429-604, 429-200, 429-200A and 414-210
14. Approval of Real Estate Purchase Agreement between Greater Orlando Aviation Authority, City of Orlando and Central Florida Expressway Authority, Parcels 907-101, 801A, 801B, and 801C, Project 907
15. Approval of Purchase and Sale Agreement between All Aboard Florida – Operations, Greater Orlando Aviation Authority, City of Orlando and Central Florida Expressway Authority, Project 528-1240

MAINTENANCE

16. Approval of Contract Award for SR 453 Landscape Improvements to LaFleur Nurseries & Garden Center, LLC, Project 429-825, Contract No. 001365 (Agreement Value: \$1,450,000)

TOLL OPERATIONS/TECHNOLOGY

17. Approval to Execute an Agreement for Out of State Registered Vehicle Lookup with Law Enforcement Systems, LLC (LES), (Agreement Value: not-to-exceed \$1,500,000.00)
18. Approval of Purchase Order for sticker transponders to TransCore, LP (Agreement Value: \$750,000.00)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

19. Approval of Purchase Order for Management Hosted Services to Cherwell Software, LLC, Project 599-533 (Agreement Value: \$131,800.00)
20. Approval of Purchase Order for Ruggedcom RSG 2300 Field Ethernet Switch Equipment to Temple, Inc., Project 599-542 (Agreement Value: \$132,540.00)
21. Approval of Supplemental Agreement No. 5 with Egis Project, Inc. for Staffing for the Rental Car Pilot Project, Contract No. 001105 (Agreement Value: not-to-exceed \$1,220,755.77)
22. Approval of Product Purchase Agreement with TransCore, LP to purchase Transponders
23. Approval of Contract Award to Traffic Control Devices, Inc. for Construction of Tolling Infrastructure for the Rental Car Pilot Project, Contract No. 001407 (Agreement Value: not-to-exceed \$516,500.00)

CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: February 20, 2018

SUBJECT: Construction Contract Modifications

Authorization is requested to execute the following Construction Contract Modifications. Supporting detailed information is attached.

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) February 2018	Total Amount (\$) to Date*	Time Increase or Decrease
417-733	Ranger Construction Industries, Inc.	SR 417 Milling & Resurfacing, International Dr. to Moss Park Rd.	\$ 18,513,580.17	\$ 729,137.60	\$ (851,490.11)	\$ 18,391,227.66	86
528-131	SEMA Construction, Inc.	SR 528 Econlockhatchee River Bridge Replacement	\$ 17,777,000.00	\$ (37,378.85)	\$ 77,813.40	\$ 17,817,434.55	0
528-313	Lane Construction Corp.	SR 528 / Innovation Way Interchange	\$ 62,452,032.01	\$ 25,955.64	\$ 205,332.81	\$ 62,683,320.46	0
408-127	Lane Construction Corp.	SR 408 Widening, Hiawassee Rd. to Good Homes Rd.	\$ 23,569,000.00	\$ 828,757.79	\$ 26,411.83	\$ 24,424,169.62	0
429-204	Southland Construction, Inc.	SR 429 Systems Interchange	\$ 79,625,302.60	\$ 3,174,259.50	\$ 84,354.75	\$ 82,883,916.85	56
599-626	United Signs & Signals, Inc.	Systemwide Logo Panel Replacement & Service Signage	\$ 363,415.00	\$ -	\$ 23,510.71	\$ 386,925.71	0
429-206	GLF Construction Corp.	SR 453, Lake County Line to SR 46	\$ 49,482,671.93	\$ 458,374.20	\$ 112,727.36	\$ 50,053,773.49	0
TOTAL					\$	(321,339.25)	

* Includes Requested Amount for this current month.

Reviewed By: Joseph A. Berenis
Joseph A. Berenis, P.E., Chief of Infrastructure

**Contract 417-733: SR 417 Milling & Resurfacing, International Dr. to Moss Park Rd.
Ranger Construction Industries, Inc.
SA 417-733-0318-06**

Adjustments to Final Quantities for Completed Contract Items

Adjust quantities for completed pay items in the contract to reflect the actual field measured quantities installed throughout the contract.

INCREASE THE FOLLOWING ITEMS:

MOT for Roadway Repair, Emergency Base Repair	\$	3,000.00
Milling Existing Asphalt Pavement, 1 1/2" Avg Depth	\$	0.68
Milling Existing Asphalt Pavement, 2 1/4" Avg Depth	\$	61,536.21
Roadway Repair, Emergency Base Repair	\$	71,572.50
Optional Base Group 9, Type B, 12.5	\$	725.00
Superpave Asphaltic Concrete, Traffic C	\$	686.00
Superpave Asphaltic Concrete, Traffic D, PG 76-22	\$	42,265.22
Asphaltic Concrete FC, Incl. Bit, FC-5, PG 76-22, Black Granite	\$	102,958.70
Valley Gutter, Concrete	\$	175.00
Shoulder Gutter, Concrete	\$	105.00
Loop Assembly, F&I, Type F	\$	940.00
Single Post Sign, 21SF - 30SF	\$	4,000.00
Single Post Sign, Barrier Mount, 21 - 20SF	\$	3,250.00
Single Post Sign, Remove	\$	50.00
Solid Traffic Stripe, Thermoplastic, White, 24"	\$	414.00
Solid Traffic Stripe, Preformed Thermoplastic, White, 12"	\$	308.00
Skip Traffic Stripe, Thermoplastic, Cont, W/B, 10' - 30', 6"	\$	510.40
Solid Traffic Stripe, Thermoplastic, White, 6"	\$	2,112.00
Solid Traffic Stripe, PPRT, White, 8"	\$	127.72
Solid Traffic Stripe, PPRT, Yellow, 6"	\$	638.97
Tape Pavement Marking Removal	\$	1,428.75
Superpave TL-C	\$	65,353.24
Superpave TL-C, Ramp/Shoulder	\$	26,365.09
	\$	<u>388,522.48</u>

DECREASE THE FOLLOWING ITEMS:

Mowing	\$	(185,000.00)
Milling Existing Asphalt Pavement, 2 3/4" Avg Depth	\$	(75,352.08)
Roadway Repair, Base Repair	\$	(2.70)
Asphaltic Concrete FC, Incl. Bit, FC-12.5, PG 76-22, Black Granite	\$	(64,316.61)
Miscellaneous Asphalt Pavement	\$	(1,700.00)
Asphalt Rubber Membrane Interlayer	\$	(125,586.80)
Rumble Strips, Ground In, 16" Minimum Width	\$	(11,855.50)
Sod, Performance Turf	\$	(104,963.08)
Single Post Sign, 12SF - 20SF	\$	(2,830.00)
Delineator, Flexible Tubular	\$	(575.00)
Directional Arrow, Thermo	\$	(45.00)
Yield Line, Thermo	\$	(139.50)
Solid Traffic Stripe, Preformed Thermo, White, 24"	\$	(1,531.20)
Solid Traffic Stripe, PPRT, White, 18"	\$	(130.20)
Solid Traffic Stripe, PPRT, Yellow, 18"	\$	(930.00)
Solid Traffic Stripe, PPRT, Contrast, W/B, 9"	\$	(4,422.99)
Skip Traffic Stripe, PPRT, Contrast, W/B, 10' - 30', 9"	\$	(1,554.40)
Allowance for Disputes Review Board	\$	(30,000.00)
Work Order Allowance	\$	(286,101.51)

Asphaltic Concrete FC, Incl. Bit, FC-5, PG 76-22, Ramps Only	\$ (22,030.50)
Island Nose Paint, Yellow	<u>\$ (18.80)</u>
	\$ (919,085.87)
Subtotal: Adjustments to Final Quantities for Completed Contract Items	\$ (530,563.39)

Fuel Adjustments

The contract contains provisions for fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated adjustments for the period from January 2016 - December 2017. Adjustments were made only if the current month fuel price is greater than or less than 5% of bid/base fuel price.

ADD THE FOLLOWING ITEM:

Fuel Index Adjustment - January 2016 - December 2017	\$ (35,794.95)
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Bituminous Adjustments

The contract contains provisions for indexed bituminous adjustments. In accordance with the contract specifications, the engineer has calculated adjustments for the period of January 2016 - December 2017.

ADD THE FOLLOWING ITEM:

Bituminous Index Adjustments - January 2016 - December 2017	\$ (333,888.61)
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Composite Pay Factor Adjustments

Make adjustments in accordance with Standard Specification 334-8.3, which provides for a pay item adjustment on asphalt placed with composite pay factors for Lot 3 thru Lot 52

ADD THE FOLLOWING ITEM:

\$ 50,439.29

Reduction in Pay Item Quantity

Adjustments in accordance with Standard Specification 330-9.5.2, which provides for a pay item adjustment when the engineer elects to waive corrections to the pay quantity in question by the amount of material that the Contractor would have removed and replaced had the correction been made.

ADD THE FOLLOWING ITEM:

FC-12.5, Landstar L1 Ramp, Lane R2	\$ (1,682.45)
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Contract Time

Additional days to be granted for extra work = 20 (ramp paving scope change) + 11 (additional shifts for emergency base repairs) + 4 (paving exception near Orange Ave.) = 35.

Additional emergency base repairs were added and performed on 12/5/17 and 12/6/17. This work was not in the original project scope and required the Contractor to remobilize. An additional 51 days are recommended to be granted for work beyond the original conclusion of this project.

Increase Contract Time 86 Calendar Days

TOTAL AMOUNT FOR PROJECT 417-733 **\$ (851,490.11)**

Contract 528-131: SR 528 Econlockhatchee River Bridge Replacement
SEMA Construction, Inc.
SA 528-131-0318-003

Correction of Asphalt Plan Quantity

The contract understated some asphalt quantities. This change adjusts these quantities to be consistent with the work depicted in the construction plans.

INCREASE THE FOLLOWING ITEMS:

Superpave Asphalt Concrete, Traffic D	\$ 73,235.40
Asphalt Friction Course, FC-5, PG 76-22	<u>\$ 4,578.00</u>
	\$ 77,813.40

TOTAL AMOUNT FOR PROJECT 528-131 \$ 77,813.40

Contract 528-313: SR 528 / Innovation Way Interchange
Lane Construction Corp.
SA 528-313-0318-10

International Corporate Parkway (ICP) Roadway Adjustments

Paving, signing and striping adjustments are required to meet the original intent of this project subsequent to the elimination of the existing International Corporate Parkway (ICP) SR 528 interchange/ramps. These adjustments will harmonize the signing and pavement markings as well as improve pavement conditions on ICP at the conclusion of this project.

INCREASE THE FOLLOWING ITEMS:

Milling Existing Asphalt Pavement, 1 1/2" Avg. Depth	\$	7,716.00
Asphalt Friction Course, TL-C, FC-12.5 ARB	\$	30,238.50
Single Post Sign, F&I, <12SF	\$	778.00
Retro-Reflective Pavement Marker	\$	656.00
Thermoplastic, Std, White, Solid, 12"	\$	1,620.00
Thermoplastic, Std, White, Solid, 18"	\$	1,297.20
Thermoplastic, Std, White, Solid, 24"	\$	420.00
Thermoplastic, Std, White, Solid, Message	\$	1,320.00
Thermoplastic, Std, White, Solid, Arrows	\$	510.00
Thermoplastic, Std, Yellow, Solid, 18"	\$	1,226.70
Thermoplastic, Std, White, Solid, 6"	\$	1,035.00
Thermoplastic, Std, White, Solid, 8"	\$	665.00
Thermoplastic, Std, White, Skip, 6"	\$	234.08
Thermoplastic, Std, Yellow, Solid, 6"	\$	2,509.92
Thermoplastic, Std, Yellow, Skip, 8"	\$	13.60
Thermoplastic, Removal	\$	410.13
	\$	<u>50,650.13</u>

Final Quantities for completed Work

This adjusts pay items contract quantities to reflect the actual authorized quantities constructed to date under the contract.

INCREASE THE FOLLOWING ITEMS:

Subsoil Excavation	\$	38,775.00
Concrete Class I, Endwalls	\$	4,297.50
Manholes, P-7, <10'	\$	3,000.00
Pipe Culvert, Steel, Round, 24" S/CD	\$	3,050.00
Pipe Culvert, RCP, Round, 36" S/CD	\$	3,300.00
Pipe Culvert, Steel Casing, Round, 36" S/CD	\$	86,784.00
Pipe Culvert, Steel Casing, Round, 54" S/CD	\$	129,600.00
Pipe Culvert, Steel, Round, Jack & Bore, 30" S/CD	\$	57,000.00
Mitered End Section, Optional-Elliptical/Arch, 48" CD	\$	3,300.00
Concrete Curb & Gutter, Type E	\$	1,200.00
Concrete Sidewalk & Driveways, 6" Thick	\$	1,720.00
RipRap, Rubble, F&I, Ditch Lining	\$	65,475.00
Utility Pipe, F&I, DI/CI, Water/Sewer, 8-19.9"	\$	11,985.00
OCU Utility Pipe, F&I, DI/CI, Water/Sewer, 20-49.9"	\$	1,050.00
	\$	<u>410,536.50</u>

DECREASE THE FOLLOWING ITEMS:

Pipe Culvert, RCP, Round, 24" S/CD	\$ (15,825.00)
Pipe Culvert, RCP, Round, 30" S/CD	\$ (13,500.00)
Pipe Culvert, RCP, Round, 60" S/CD	\$ (10,575.00)
Pipe Culvert, Steel Casing, Round, 60" S/CD	\$ (32,800.00)
Pipe Culvert, Steel Casing, Round, 66" S/CD	\$ (145,800.00)
Concrete Curb & Gutter, Type F	\$ (2,535.00)
Concrete Sidewalk & Driveways, 4" Thick	\$ (32,967.00)
Utility Pipe, F&I, PVC, Water/Sewer, 2-4.9"	\$ (56.00)
Utility Pipe, F&I, PVC, Water/Sewer, 8-19.9"	\$ (10,650.00)
Utility Pipe, F&I, DI/CI, Water/Sewer, 20-49.9"	\$ (612.00)
OCU Field Office, 400 Sq. Ft.	\$ (68,800.00)
OCU Utility Fittings, F&I, DI/CI, Elbow, 20-49.9"	\$ (2,330.00)
	\$ (336,450.00)

Subtotal: Final Quantities for Pay Items of completed Work \$ 74,086.50

Fuel Adjustments

The contract contains provisions for fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated adjustments for the period from July 2017 - December 2017, as well as corrections to previous adjustments made for November 2016, and March, April and June of 2017. Adjustments were made only if the current month fuel price is greater than or less than 5% of bid/base fuel price. During this period of time \$11,305,347.67 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

Fuel Index Adjustments July 2017 thru December 2017 (and corrections) \$ 80,596.18

TOTAL AMOUNT FOR PROJECT 528-313

\$ 205,332.81

**Contract 408-127: SR 408 Widening, Hiawassee Rd. to Good Homes Rd.
Lane Construction Corp.
SA 408-127-0318-05**

Hiawassee Bridges Deck Grinding

Add a new pay item to reimburse the Contractor for grinding the bridge deck of Hiawassee Bridges to improve the cross slopes.

ADD THE FOLLOWING ITEM:

Hiawassee Bridges Deck Grinding	\$	12,360.37
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Open Third Lane to Traffic SR 408 Eastbound

Add a new pay item to reimburse the Contractor for costs associated with the request by CFX of 1/2/18 to open the third eastbound lane to traffic. Cold weather was delaying the final surface course and in order to proceed to the final lane configuration, removal of the striping of the previous 2 lane configuration and additional temporary striping of the final 3 lane configuration was required and is considered extra work

ADD THE FOLLOWING ITEM:

Advance Opening of the Third Lane to Traffic SR 408 Eastbound	\$	14,051.46
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<u>TOTAL AMOUNT FOR PROJECT 408-127</u>	\$	<u>26,411.83</u>
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Contract 429-204: SR 429 Systems Interchange
Southland Construction, Inc.
SA 429-204-0318-11

Pond 1 Chimney Drain

Compensation to the Contractor for cost associated with the installation of chimney drain along the west slope of Pond 1 per Plan Revision 10.

ADD THE FOLLOWING ITEM:

Pond 1 Chimney Drain	\$	45,668.83
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Remove and Replace Junction Slab and Coping Along Wall 5A

Compensation to the Contractor for cost associated with the demolition/removal and replacement, at a revised plan elevation, of a section of previously constructed traffic railing barrier wall junction slab, including a portion of the coping at Wall W-5A and removal of a portion of Wall W-5A panels.

ADD THE FOLLOWING ITEM:

Remove and Replace Junction Slab and Coping Along Wall 5A	\$	38,685.92
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Delayed Access to Project 429-203A - NOI 7 (Time)

Grant non-compensable time associated with NOI 7 due to lack of access to the contract work area described as the limits of project 429-203A, which caused an impact to the Contractor for a total of 56 calendar days.

Increase Contract Time 56 Calendar Days

<u>TOTAL AMOUNT FOR PROJECT 429-204</u>	\$	<u>84,354.75</u>
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Contract 599-626: Systemwide Logo Panel Replacement & Service Signage
United Signs & Signals, Inc.
SA 599-626-0318-01

Furnishing and Installing Overhead Hospital Signs (Florida Hospital Apopka)

Add a new pay item to facilitate payment to the Contractor for furnishing and installing hospital signs on the overhead and roadside signs along SR 429 and SR 414 in Apopka.

ADD THE FOLLOWING ITEM:

Hospital Signs, F&I \$ 18,347.44

Furnishing and Installing Logo Signs

Add a new pay item to facilitate payment to the Contractor for furnishing and installing logo signs on SR 417 and SR 408.

ADD THE FOLLOWING ITEM:

Logo Signs, F&I \$ 5,163.27

TOTAL AMOUNT FOR PROJECT 599-626 \$ **23,510.71**

Contract 429-206: SR 453, Lake County Line to SR 46
GLF Construction Corp.
SA 429-206-0318-07

Apply Coatings to Roadway Median Barrier Wall

CFX requested that the roadway concrete median barrier walls on project 429-206 be cleaned and coated. The plans specifically state that the bridge and retaining wall median barrier wall receive this treatment, but omitted the roadway median barrier wall.

ADD THE FOLLOWING ITEM:

Median Barrier Wall Clean & Coat Class V, F&I \$ 112,727.36

TOTAL AMOUNT FOR PROJECT 429-206 \$ **112,727.36**


CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 19, 2018

SUBJECT: Award of Contract to Southern Road & Bridge, LLC. for
SR 408 Aesthetic Coatings Renewal
Project No. 599-734; Contract No. 001279

An Invitation to Bid for the referenced project was advertised on January 10, 2018. Responses to the Invitation were received from five (5) contractors by the February 19, 2018 deadline.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Southern Road & Bridge, LLC	\$3,471,026.00
2.	Olympus Painting Contractors, Inc.	\$3,479,708.90
3.	Atlas Painting & Sheeting Corp.	\$4,190,000.00
4.	Finishing Systems of Florida, Inc.	\$5,445,336.94
5.	Monoko, LLC	\$5,506,371.30

The Engineer's Estimate for this project is \$4,330,351.32.
\$5,200,000.00 was approved in the Five-Year Work Plan.

The Engineer of Record (EOR) for Project 599-734 has reviewed the low bid submitted by Southern Road & Bridge, LLC, and has determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from Southern Road & Bridge, LLC, to be responsible and responsive to the bidding requirements. Award of the contract to Southern Road & Bridge, LLC in the amount of \$3,471,026.00 is recommended.

Reviewed by: 

Ben Dfeiling, P.E.
Director of Construction

CONTRACT

This Contract No. 001279 (the "Contract"), made this 8th day of March, 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Southern Road & Bridge, LLC, of 715 Wesley Ave., Tarpon Springs, FL. 34689, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 599-734, S.R. 408 Aesthetic Coatings Renewal, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 280 calendar days. The Contract Amount is \$3,471,026.00. This Contract was awarded by the Governing Board of CFX at its meeting on March 08, 2018.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

SOUTHERN ROAD & BRIDGE, LLC

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX


CONSENT AGENDA ITEM

#3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 22, 2018

RE: Authorization to Advertise for Letters of Interest for Systemwide Construction Engineering and Inspection (CEI) Services
Contract Nos. 001368 and 001406

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide Systemwide CEI services for oversight and administration of projects outlined in the Five-Year Work Plan.

On December 14, 2017, the Board approved advertising for the this procurement, however, since then staff has identified these services and resulting contracts as appropriate for CFX's Small Sustainable Business Enterprise (SSBE) program. Only those firms who are registered with CFX for SSBE status will be allowed to participate.

A final rankings of shortlisted firms will be presented to the Board for approval and authorization to enter into fee negotiations, in ranked order with the two firms ranked highest. Once the final costs have been negotiated, Board approval to award the contracts will be requested.

These contracts are a component of projects budgeted in the Five-Year Work Plan.

Reviewed by:


Ben Dreiling, P.E.
Director of Construction


CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: February 15, 2018

SUBJECT: Approval of Geodata Consultants, Inc. as Subcontractor for the
General Engineering Consultant Services (GEC) contract with Dewberry
Engineers, Inc.
Contract No. 001145

Dewberry Engineers, Inc., CFX's GEC Consultant has requested approval to use Geodata Consultants, Inc., to provide Right of Way mapping and legal descriptions services. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Dewberry Engineers, Inc. when its contract with CFX was originally awarded.

Board approval of Geodata Consultants, Inc. as a subcontractor to Dewberry Engineers, Inc. is requested.

Reviewed by:


Glenn Pressimone, P.E.
Director of Engineering



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Dewberry Engineers, Inc. Date: January 17, 2018

CFX Contract Name: General Engineering Consultant Services CFX Contract No.: 001145

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Geodata Consultants, Inc.

Address: 1349 South International Parkway, Suite 2401, Lake Mary, FL 32746

Phone No.: (407) 732-6965

Federal Employee ID No.: _____

Description of Services to Be Sublet: R/W Mapping and Legal Descriptions

Estimated Beginning Date of Sublet Services: 1/15/18

Estimated Completion Date of Sublet Services: 12/8/21

Estimated Value of Sublet Services*: \$ 150,000

*(Not to exceed \$25,000 without prior Board Approval)

Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By: 

(Signature of Consultant Representative)

Program Manager

Title

Recommended by: 

(Signature of Appropriate CFX Director/Manager)

Date: 2/14/2018

Approved by: 

(Signature of Appropriate Chief)

Date: 2/14/18

Attach Subconsultant's Certificate of Insurance to this Request.

CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

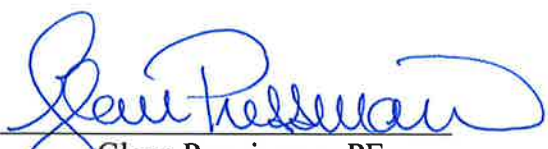
DATE: February 20, 2018

SUBJECT: Approval of Contract Award for Design Services
S.R. 528 / S.R. 436 Interchange Improvements and S.R. 528 Widening from S.R.
436 to Goldenrod Road to DRMP, Inc.
Project 528-143, Contract No. 001314

The Board approved on October 12, 2017, the final ranking and authorization to negotiate with firms for the S.R. 528 / S.R. 436 Interchange Improvements and S.R. 528 Widening from S.R. 436 to Goldenrod Road. Negotiations with DRMP, Inc. have been completed. Board award of the contract to DRMP, Inc. is requested in the not-to-exceed amount of \$6,050,000.00.

This project is included in the Five-Year Work Plan

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 8th day of March, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and DRMP, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 941 Lake Baldwin Lane, Orlando, FL. 32814.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of S.R. 528 / S.R. 436 Interchange Improvements and S.R. 528 Widening from S.R. 436 to Goldenrod Road in Orange County, Florida identified as Project No. 528-143 and Contract No. 001314.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit "A"**, Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit "A"**, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

4.0 PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one

another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Antillian Engineering Associates, Inc. (Class II)
Base Consultants, Inc.
Moffat & Nichol, Inc.

Ardaman & Associates, Inc. (Class II)
EPG Engineering (Class II)
WBQ Design & Engineering, Inc.

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT

until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B,"** Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$6,050,000 for the initial three-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be at 941 Lake Baldwin Lane, Orlando, FL. 32814.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail:

**publicrecords@cfxway.com, and address: Central Florida
Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.**

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The obligations in Section 8.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and

made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

9.0 COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 7.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

11.0 TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The

ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

13.0 CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless CFX, and its officers, and employees from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement. The CONSULTANT shall indemnify and hold harmless CFX and all of its officers and employees from any liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fee, arising out of any negligent act, error, omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of its officers, agents or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the

CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX.

The obligations in Section 14.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this

Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.0 INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, 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 CONSULTANT 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. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

16.1 Commercial General Liability coverage 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. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

16.2 Business Automobile Liability coverage 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 CONSULTANT does not own automobiles the CONSULTANT 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.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

16.3 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 CONSULTANT, its employees, agents and subconsultants.

16.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-:VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. 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 CONSULTANT's 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.

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 8.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 and the CFX Code of Ethics as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances.

The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read CFX's Code of Ethics and the referenced statutes and to the extent applicable to the CONSULTANT, agrees to abide with such policy.

19.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

20.0 E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

21.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement:

The CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they

participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

22.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

24.0 INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

25.0 ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

26.0 AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

27.0 SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

28.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

28.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

28.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

28.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

28.6 The obligations in Section 28.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

29.0 NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
 4974 ORL Tower Road
 Orlando, FL 32807
 Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT: DRMP, Inc.
941 Lake Baldwin Lane
Orlando, FL. 32814
Attn: Timothy "TJ" Lallathin, Jr., P.E.

DRMP, Inc.
941 Lake Baldwin Lane
Orlando, FL. 32814
Attn: Jon S. Meadows, P.E.

30.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 30.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

31.00 ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Project Location Map
Exhibit "F", Project Schedule

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on March 08, 2017.

DRMP, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

Effective Date: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

SCOPE OF SERVICES

FOR

**S.R. 528 / S.R. 436 INTERCHANGE
IMPROVEMENTS AND S.R. 528 WIDENING
FROM S.R. 436 TO GOLDENROD ROAD**

PROJECT NO. 528-143

IN ORANGE COUNTY, FLORIDA

MARCH 2018

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

- A. See EXHIBIT "E", Project Location Map.

1.02 Description

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 / SR 436 Interchange Improvements and SR 528 Widening. Specifically, the project will provide for demolition of the existing bridges at the following locations: the southbound S.R. 436 Bridge over S.R. 528, the southbound S.R. 436 Bridge over Ramp M and the northbound S.R. 436 Bridge over S.R. 528. In addition, six (6) new bridges will be provided at the following locations: southbound S.R. 436 over S.R. 528, Ramp B-1A over southbound S.R. 436, Ramp B-1A over northbound S.R. 436, Ramp B-1A over S.R. 528, northbound S.R. 436 over SR 528, and Ramp C-2 over S.R. 528. Widening of S.R. 528 to provide six (6) general use lanes through the interchange area as well as an auxiliary lane eastbound to Goldenrod Road and westbound to Conway Road. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 528 / S.R. 436 Interchange Improvements and S.R. 528 Widening from Conway Road to Goldenrod Road.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final fiber optic network plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including storm water management calculations.
- C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.04 Organization

- A. CFX's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.

1.05 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within fifteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

- 1. Project Milestones:

- The Consultant will prepare a tabulation of major project milestones.

- 2. Project Schedule:

- The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
 2. The FDOT Standard Plans for Road and Bridge Construction (Index Drawings), latest edition and subsequent interim indexes and updates, shall be used for this project.
 3. The FDOT Design Manual, latest edition, shall be used for this project.
 4. The FDOT Basis of Estimates Manual, latest edition, shall be used for this project.
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.01 General

Design of this project will be guided by the basic design criteria listed below.

- A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.
- B. Design year – 2045
- C. Design vehicle – WB-62FL
- D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.02 Geometry

The following criteria are to be incorporated into the design:

<u>DESIGN ELEMENT</u>	<u>EXPRESSWAY</u>		<u>CROSSROADS/ COLLECTORS</u>
	<u>MAINLINE</u>	<u>RAMPS</u>	
<u>Design Speed, MPH</u>	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
<u>Horizontal Alignment</u>			
a. Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
b. Max. Superelevation, ft. /ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1	
d. Transitions	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
<u>Vertical Alignment</u>			
a. Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

<u>DESIGN ELEMENT</u>	<u>EXPRESSWAY</u>		<u>CROSSROADS/ COLLECTORS</u>
	<u>MAINLINE</u>	<u>RAMPS</u>	
b. Vertical Curvature (K) (K=Len./%grade change) Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	Rural 31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
<u>Cross Sections</u>			
a. Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
b. Shoulder width, ft.	<u>4-Lane</u> 12 (10 paved) 8 (4 paved)	<u>Single Lane</u> 6 (4 paved) 6 (2 paved)	8 (4*paved) 8 (2 paved)
Right	<u>6-Lane</u> 12 (10 paved)	<u>Dual Lane</u> 10* (8* paved)	* min. 5' paved FDOT
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
<u>Bridges, ft.</u>	<u>4-Lane</u>	<u>Single-Lane</u>	
Right	10	6	
Left	6	6	
Right	<u>6-Lane</u> 10	<u>Dual Lane</u> 10	
Left	10	6	
c. Cross Slopes			
1. Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
2. Bridge Lanes	2% typ. (no break)		

<u>DESIGN ELEMENT</u>	<u>EXPRESSWAY</u>		<u>CROSSROADS/ COLLECTORS</u>
	<u>MAINLINE</u>	<u>RAMPS</u>	
3.Left Shoulder 4.Right Shoulder	5% 6%	5% 6%	5% 6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
<u>Horizontal Clearance</u>	FDM Table 215.2.1	FDM Table 215.2.1	FDM Table 215.2.1
<u>Vertical Clearance, ft.</u>			
a. Over Roadway*	16.5	16.5	
b. Overhead Signs	17.5	17.5	16.5
c. Over Railroad	23.5	23.5	17.5
			N/A

Ramp Operations

- a. Two thousand (2,000) ft. between entrance and exit terminals – full freeways
- b. Six hundred (600) ft. between exit and entrance terminals
- c. Single Lane Entrance Ramp Parallel
- d. Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per Index 450
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.03 Bridge and Other Structures

- A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Design Guidelines (Manual), FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans for Road and Bridge Construction, etc., except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.01 Design Features

- A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.
- B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 / SR 436 Interchange Improvements and SR 528 Widening. Specifically, the project will provide for demolition of the existing bridges at the following locations: the southbound S.R. 436 Bridge over S.R. 528, the southbound S.R. 436 Bridge over Ramp M and the northbound S.R. 436 Bridge over S.R. 528. In addition, six (6) new bridges will be provided at the following locations: southbound S.R. 436 over S.R. 528, Ramp B-1A over southbound S.R. 436, Ramp B-1A over northbound S.R. 436, Ramp B-1A over S.R. 528, northbound S.R. 436 over SR 528, and Ramp C-2 over S.R. 528. Widening of S.R. 528 to provide six (6) general use lanes through the interchange area as well as an auxiliary lane eastbound to Goldenrod Road and westbound to Conway Road. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.02 Governmental Agencies

- A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to GOAA, FDEP and applicable Water Management District(s), Orange County, FDOT District 5, and the City of Orlando.

4.03 Preliminary Design Report - Review

- A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

4.04 Surveys and Mapping

- A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.
2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
3. Station all alignments at 100' intervals.
4. Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals, along all alignments, using stable points.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for

1"=50' display scale shall be conducted by the Consultant.

2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100'.
3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

Perform a drainage survey including pipe type, location, size and flow line elevations as needed for design.

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys

Perform topographic and utility surveys of side streets as may be needed for engineering design.

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting.

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.

- M. Prior to construction, the Consultant shall re-flag and reset alignment control points, references and benchmarks and meet with the construction contractor to review these points.

N. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

4.05 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and provision of recommended design soil parameters for design of foundations for sign structures.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.06 Contamination Impact Analysis

- A. The Consultant may perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.
- B. If required, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.07 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for SR 436 and SR 528 mainline and interchange ramps impacted. Milling and resurfacing for traffic control purposes only will remove friction course only.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.08 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.09 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the

Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.

- B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.10 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
2. Provide additional information requested at the pre-application by regulatory agencies for permits.
3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
4. Provide all plans, calculations, sketches and reports required for permits except as described above.
5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format and 7 hard copies.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.11 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility

adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 436 and SR 528 mainlines and impacted interchange ramps will be prepared as part of the Preliminary Design Report and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 1. Cover sheet (key sheet)
 2. Summary of Pay Items
 3. General notes
 4. Summary Quantities sheets
 5. Project Layout
 6. Typical roadway sections
 7. Plans and profiles (plans at 1"=50' scale)
 8. Interchange plans, profiles, alignment and plan index sheets

9. Interchange layout plans
10. Intersection plans and profiles or spot elevations
11. Interchange curve and coordinate data sheets
12. Ramp Terminal Details
13. Crossroad plans and profiles (1"= 50' scale)
14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
15. Earthwork quantities
16. Traffic Control Sheets including Erosion Control/Temp. Drainage
17. Utility Adjustment Sheets as deemed necessary
18. Details
19. Special provisions
20. Special specifications

4.13 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Report which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration and foundation pile type.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 1. Complete Bridge designs will be provided for all bridges
 2. Retaining walls
 3. Box Culverts
 4. Slope protection
 5. Approach slabs
 6. Details

7. Summary quantity tables
8. Special provisions and specifications
9. Stage construction-sequencing details (if applicable).
10. Sign\Signal structures.
11. Noise walls (N/A)
12. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
 1. Perform all drainage design in accordance with the approved criteria from Section 3.01.
 2. Finalize the pond design at the 30% submittal.
 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.

- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
 1. Connector pipes
 2. Drainage structure details

3. Storm drain and culvert profiles and/or drainage cross-sections
4. Lateral ditches/channels
5. Outfall ditches/channels
6. Retention/detention ponds/exfiltration system

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 1. Cover sheet (key sheet)
 2. Tabulation of Quantities
 3. General notes
 4. Pole data and Legend sheet
 5. Project Layout sheet
 6. Plans sheets (plans at 1"=50' scale)
 7. Service point detail
 8. Special Details

4.16 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Maintenance of Traffic Plans
 1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
 2. The Consultant shall investigate the need for temporary traffic signals,

signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes entering and leaving Orlando International Airport unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing Plans

- A. The Consultant shall prepare designs and contract documents for final signing plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. CFX in coordination with Orlando International Airport will provide preliminary aesthetic input for the architectural modification of any details necessary for sign structures possibly impacted representing Orlando International Airport signage.
- D. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- F. For the purposes of this proposal, two (2) overhead truss signs are assumed to be required for the traffic control improvements. Also, two (2) existing overhead trusses along the project will be affected by the improvements and are assumed to require reconstruction since they do not meet current wind load criteria. Propose to relocate and reuse existing structures if they meet current wind load criteria.

4.18 Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final pavement marking plans, including striping, crosswalks, intersection details, reflective pavement markers and traffic delineators.
- B. The pavement marking design will be shown on the same plan sheets as the signing design.

4.19 Right-of-Way Surveys

- A. No additional right-of-way is anticipated for this project.

4.20 Cost Estimates

- A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.21 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications. Technical Special Provisions for all Fiber Optic/ ITS infrastructure shall be developed by the CFX GSC and provided for review by the Consultant for inclusion in the Bidding Documents Package.

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation/replacement of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.
2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit

- k. Communications interconnect
 - l. Connectivity with the FON backbone conduits
- m. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables for new or relocated fiber optic cabling.
- n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
- o. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
- p. Grounding
- q. Table of quantities
- r. Special notes
- s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- u. Relocation/replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- v. Relocation/replacement of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
- w. Relocation/ replacement of existing GOAA dynamic message sign (DMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DMS would not survive project construction.
- x. Relocation/ replacement of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
- y. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits.
- z. Wrong-Way Detection RRFs for SR 408 off-ramps to Goldenrod road.

3. The Consultant shall take the following information into consideration when developing the site construction plans:
 - a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.
2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance Of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. Not Applicable. This proposal does not include modifications and/or improvements to any of the existing toll plazas, including any associated communications, equipment and gantry systems.

- E. Standard CFX specifications/special provisions will be provided to the Consultant. The Consultant shall review the specifications/ special provisions and provide recommended modifications as necessary. CFX shall provide the final approved specifications/ special provisions to be included in the Bidding Documents Package.

4.23 Toll Plazas

- A. This project does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

4.24 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
 - a. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - c. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.

- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant shall attend partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

- A. CFX will provide the Consultant, within ten working days of a written request, the following items:
1. Available record drawings of existing conditions
 2. Available right-of-way plans of existing conditions
 3. Current list available to CFX of owners of all affected properties within the section.
 4. Sample plans to be used as guidelines for format, organization and content.
 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 6. Contract unit prices from latest CFX construction projects.

5.02 Traffic Data

- A. CFX will provide the following design traffic data:
1. Current and design year ADT
 2. Current and design year peak hour volumes
 3. Turning movements at each intersection/interchange
 4. K, D and T factors
 5. Design speed - See Section 3.02, Geometry.
 6. AVI Percentages

5.03 Other

1. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

- A. If necessary, CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.02 Utility Agreements

- A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.03 Public Involvement

- A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

6.04 Contracts and Specifications Services

- A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.05 Post-Design Services

- A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

6.06 Environmental Permits

- A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.
- B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority

- A. CFX's Project Manager will administer the Consultant services detailed in this scope.
- B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.02 CFX's Project Manager

CFX's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.03 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under

this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.04 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 1. Determine and highlight critical path work from initial plans as work progresses.
 2. Identify progress against schedule for each identified work item.
 3. Forecast completion dates from current progress.
 4. Highlight rescheduled work in any area which is out of required sequence.
 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
 6. Forecast future conflicts in any area.

7.05 Work Progress

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly

basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.06 Schedule

- A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.07 Project Related Correspondence

- A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.08 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.09 Consultant Personnel

- A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed, if necessary. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

- A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.
2. Design criteria used for the project.
3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Right-of-way calculations.
6. Drainage computations.
7. Structural design calculations.
8. Geotechnical report.
9. Hydraulics Report for each bridged stream crossing.
10. Earthwork calculations not included in the quantity computation booklet.
11. Calculations showing cost comparisons of various alternatives considered.
12. Calculations of quantities.
13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
14. Lighting and voltage drop calculations.
15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files,

3 sets and 1 .PDF required)

2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 5. 60% Bridge Plans required only on Category 2 bridges.
 6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by CFX.

- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
 - 1. The reason for the delay.
 - 2. The design components impacted.
 - 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
 - 1. Key Map Prepared
 - a) Location map shown complete with destinations, ranges and townships.
 - b) Beginning and ending stations shown.
 - c) Any equations on project shown.
 - d) Project numbers and title shown.
 - e) Index shown.
 - 2. Drainage Map Prepared
 - a) Existing culvert sizes and elevations.
 - b) Horizontal alignment shown.
 - c) Drainage areas and flow arrows shown.
 - d) High water information shown.
 - e) Beginning and end stations shown along with any equations on project.

- f) Interchange supplemental maps prepared.
3. Typical Section Sheets
- a) Ramp typical sections developed.
 - b) Pavement structure shown.
 - c) Special details developed.
 - d) General notes shown.
4. Plan and Profile Sheets
- a) Centerline plotted.
 - b) Reference points and bench marks shown.
 - c) Existing topography.
 - d) Base line of surveys, curve data, bearings, etc. shown.
 - e) Beginning and end stations (project and construction).
 - f) Geometric dimensions.
 - g) Proposed and existing limited access right-of-way lines.
 - h) Existing ground line.
 - i) Proposed profile grade.
 - j) Type, size and horizontal location of existing utilities.
 - k) Drainage structures and numbers are shown
 - l) Drainage ponds are shown.
5. Cross Sections
- a) Existing ground line.
 - b) Preliminary templates at critical locations (not to exceed 500 feet).
 - c) Existing utilities shown.

6. Interchange Layout and Ramp Profiles
 - a) Geometric dimensions.
 - b) Proposed profile grades.
7. Right-of-Way Control Survey
8. Signing and Pavement Markings
 - a) Striping layout.
 - b) Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.16 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:
 1. Key Map
 - a) Project description and number shown.
 - b) Equations, exceptions and bridge stations shown.
 - c) North arrow and scale included.
 - d) Consultant and CFX sign-off included.
 - e) Contract set index complete.
 - f) Index of sheets updated.
 2. Drainage Maps

- a) Flood data shown.
 - b) Cross drains and storm sewer shown.
 - c) Bridges shown with beginning and ending stations.
 - d) Interchange supplemental sheets updated.
3. Typical Section Sheets
- a) All required typical sections are included.
 - b) Limited access right-of-way lines are shown.
 - c) Design speed and traffic are shown.
 - d) Special details have been completed.
 - e) Station limits of each typical section are shown.
4. Plan and Profile Sheets
- a) Match lines shown.
 - b) Limited access right-of-way lines shown.
 - c) Stations and offset shown for all fence corners and angles.
 - d) All work shown should be within right-of-way or proposed easement.
 - e) Drainage structures and numbers are shown.
 - f) Drainage ponds shown.
 - g) Curve data and superelevation included.
 - h) Pavement edges, shoulders and dimensions shown.
 - i) Project and construction limits shown.
 - j) Bridges shown with beginning and ending stations.
 - k) General Notes.
5. Drainage Structures

- a) Drainage structures plotted and numbered.
 - b) Station location and offsets identified.
6. Cross Sections
- a) Templates are shown at all stations.
 - b) Limited access right-of-way lines are shown.
 - c) Cross section pattern sheet included.
 - d) Miscellaneous notes included.
 - e) Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details
- a) Geometric data shown.
 - b) Profiles finalized.
 - c) Coordinate data shown.
 - d) Limited access right-of-way lines shown.
 - e) Curve data shown.
 - f) Bearings and bridges shown.
 - g) Cross roads, frontage roads, and access roads shown.
 - h) Intersection details shown.
8. Traffic Control Plans
9. Utility Adjustments
10. Signing and Pavement Marking Plans
11. Highway Lighting Plans
12. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.18 90% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

- 1. Key Map

- a) Length of Project with exceptions shown.
- b) Index of sheets updated.

- 2. Drainage Maps

- a) Drainage divides, areas and flow arrows shown.
- b) Elevation datum and design high water information shown.
- c) Disclaimer and other appropriate notes added.

- 3. Typical Section Sheets

- 4. Plan and Profile Sheets

- a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
- b) Limits of side road construction.
- c) Angle and stationing for intersections.
- d) Treatment for non-standard superelevation transitions diagramed.
- e) General notes shown.
- f) Special ditches profiled.

- 5. Drainage Structures

- a) Existing structures requiring modifications are shown.


- b) Existing and proposed utilities are shown.
 - 6 Soil Borings
 - a) Soils data and estimated high seasonal groundwater table shown.
 - 7. Cross Section Sheets
 - a) Scale and special ditch grades shown.
 - b) Utilities plotted.
 - c) Sub-excavation shown.
 - d) Volumes computed and shown.
 - 8. Utility Relocation Plans
 - a) Utility relocation plans prepared.
 - 9. Traffic Control Plans
 - 10. Signing and Pavement Marking Plans
 - 11. Highway Lighting Plans
 - 12. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans
- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Pre-Bid Plans
- 7.21 Bid Set

CONSENT AGENDA ITEM

#6

MEMORANDUM

TO: CFX Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti


DATE: February 22, 2018

SUBJECT: Internal Audit Reports

Attached, please find the following Internal Audit reports as reviewed and accepted by the Audit Committee on February 21, 2018.

1. Prior Audit Recommendations Follow-Up
2. Procurement and Contract Billing Audits
3. Safety and Maintenance Policies and Procedures Compliance Audit
4. TRAILS Program Review
5. DHSMV Data Security Assessment
6. PCI Assessment with Report on Compliance

Reviewed by:



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Prior Audit Recommendations Follow-Up

January 15, 2018

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- 3 Executive Summary**
- 5 Status of Past Due Recommendations**
- 6 Status of All Open Recommendations**

EXECUTIVE SUMMARY



Overview

As part of the Fiscal Year 2018 Internal Audit plan, Internal Audit performed a review of open audit recommendations from prior audit reports to verify the implementation status reported by management. Open recommendations from the following audits were evaluated:



- 2013 Toll Revenue Audit
- 2016 Toll Revenue Audit
- 2017 Public Records Review
- 2017 Procurement and Contract Billing Audit
- 2017 Customer Service Center Performance Assessment
- 2017 Change Management - Tolling System Replacement Audit
- 2017 Human Resources Process Review
- 2017 Business Continuity Management Review
- 2018 Information Security Risk Assessment – Phase II

Internal Audit last reviewed the status of open audit recommendations in August 2017. Results were reported to the Audit Committee at that time.



Objectives, Scope, and Approach

This review was completed as of January 15, 2018, and consisted of meetings with management to determine the status of open audit recommendations and testing of management's response and status. In addition, only those recommendations that remained open at the time of the last review have been included in this report. If a recommendation was completed as of August 15, 2017, no further work was performed and the recommendation was not included for review.

Testing performed included inquiry with the employees responsible for completing the recommendations and/or review of documentation evidence to confirm management's reported status and explanation. In instances where the evidence obtained did not agree with management's status, discussions with management were held and the differences were resolved. There were no instances where management and Internal Audit did not come to an agreement on the status of a prior audit recommendation.

EXECUTIVE SUMMARY



Recommendations Summary

Audit	Open as of August 15, 2017	New Action Plans	Completed as of January 15, 2018	In Progress as of January 15, 2018*	Past Due
2013 Toll Revenue Audit	1	0	0	1	1
2016 Toll Revenue Audit	1	0	1	0	0
2017 Public Records Review	5	0	2	3	0
2017 Procurement and Contract Billing Audit	1	0	1	0	0
2017 Customer Service Center Performance Assessment	3	0	1	2	0
2017 Change Management - Tolling System Replacement Audit	1	0	0	1	0
2017 Human Resources Process Review	3	0	0	3	0
2017 Business Continuity Management Review	4	0	2	2	1
2018 Information Security Risk Assessment – Phase II	0	3	0	3	0
Total	19	3	7	15	2

*15 recommendations are classified as "In Progress." 2 of these recommendations are considered "Past Due."

STATUS OF PAST DUE RECOMMENDATIONS

#	Audit	Management Action Plan	Responsible Party	Summary of Status	Due Date
1	2013 Toll Revenue Audit	<p>Potential Revenue Leakage/Toll Collections Audit:</p> <p>CFX is automating certain aspects of the Attendant's Shift Record by integrating the unusual occurrence, violations, and insufficient fund transactions as a function in the Toll System Replacement project that is currently ongoing.</p>	David Wynne, Director of Toll Operations	The new system is currently in the system testing phase but has not yet been deployed to operational status. Management expects the system to be completely implemented by the end of the calendar year. The due date has been revised to reflect the project timeline.	<p>Original: 7/1/2015</p> <p>Revised: 12/31/2017</p> <p>Revised: 12/31/2018</p>
2	2017 Business Continuity Management Review	Management will create a crisis management testing program.	Michelle Maikisch, Chief of Staff and Public Affairs	CFX has hired a Facilities Maintenance Supervisor responsible for developing the Crisis Management Testing Program. However, due to delays caused by the onboarding process and Hurricane Irma, the project due date was revised.	<p>Original: 12/31/2017</p> <p>Revised: 10/31/2018</p>

STATUS OF ALL OPEN RECOMMENDATIONS

STATUS OF ALL OPEN RECOMMENDATIONS

2013 Toll Revenue Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Potential Revenue Leakage/Toll Collections Audit:</p> <p>CFX is automating certain aspects of the Attendant's Shift Record by integrating the unusual occurrence, violations, and insufficient fund transactions as a function in the Toll System Replacement project that is currently ongoing.</p>	David Wynne, Director of Toll Operations	In Progress (Past Due)	The new system is currently in the system testing phase but has not yet been deployed to operational status. Management expects the system to be completely implemented by the end of the calendar year. The due date has been revised to reflect the project timeline.	<p>Original: 7/1/2015</p> <p>Revised: 12/31/2017</p> <p>Revised: 12/31/2018</p>

2016 Toll Revenue Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Video Monitoring of Counting Room:</p> <p>CFX will procure and deploy surveillance equipment and EGIS will perform monitoring of the cameras at least weekly. The procurement of the system will be included in the upcoming camera installation project.</p>	Fred Nieves, Manager of E-PASS & Plaza Operations	Complete	The new surveillance equipment was deployed as part of the CFX Headquarters Building Security System Upgrades Project. The project included installation of two cameras for the mailroom and counting rooms which record on movement. Footage is retained for 30 days and can be accessed by the security guard at the front desk or the Facilities Maintenance Supervisor.	<p>Original: 12/31/2016</p> <p>Revised: 2/28/2018</p>

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Public Records Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Records Management Policy and Procedures:</p> <p>CFX will develop a revised policy and desktop procedures to clearly state the direction of the Records Management function and clearly define and document key aspects of CFX's records management activities currently in place.</p>	Michelle Maikisch, Chief of Staff	In Progress	The revised policy has been approved by the Board. Desktop procedures are in development and are expected to be completed by the original due date.	Policy revision: 6/30/2017 (Complete) Desktop procedures: 6/30/2018
<p>Record Coordinator Training:</p> <p>CFX will develop a formalized training process for the Record Coordinators with assistance of the records management consultant. Training will be in addition to the basic public records training for all employees and will include detail specific to their role and responsibilities as Record Coordinators.</p>	Michelle Maikisch, Chief of Staff	Complete	The formalized training process for Record Coordinators is complete and is being administered in three parts on a rotational basis to all Record Coordinators.	12/31/2017
<p>Records Management Database:</p> <p>CFX will research solutions to replace the records management database and will include the procurement of a new database in the budget for the next fiscal year.</p>	Michelle Maikisch, Chief of Staff Corey Quinn, Chief of Technology/Operations	In Progress	Research for solutions to replace the records management database is being conducted by the Records Administrator. Purchase and implementation of the new Enterprise Document Management System is currently scheduled for the beginning of FY 2019 with an expected deployment date in September 2018. The due date has been revised to reflect the project timeline.	Original: 6/30/2018 Revised: 9/30/2018

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Public Records Review (Continued)

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Text Message Collection:</p> <p>Management will implement a revised mobile device procedure requiring users to keep iMessage turned off. Additionally, CFX will consider implementing a Mobile Device Management (MDM) tool to monitor compliance with revised procedures.</p>	Corey Quinn, Chief of Technology/Operations	Complete	The revised procedure has been implemented and compliance is currently being monitored manually. Research into the MDM capabilities is complete and will be a component of Office 365 to CFX in March 2018.	<p>Procedure Updates:</p> <p>6/30/2017 (Complete)</p> <p>Review Vendor MDM Capabilities:</p> <p>Original: 3/31/2017</p> <p>Revised: 3/31/2018</p>
<p>Electronic Public Records Destruction:</p> <p>CFX will establish a systematic destruction process for each type of electronic technology. The process will be documented in the policies and desktop procedures. CFX will explore e-mail management tools available to assist with the destruction process.</p>	Michelle Maikisch, Chief of Staff	In Progress	<p>Research into e-mail management tools available through Office 365 is ongoing and is expected to be completed by the original due date.</p> <p>The systematic destruction process has been completed and implemented.</p>	6/30/2018

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Procurement and Contract Billing Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Contractor Compliance with Insurance Requirements</p> <p>CFX will perform a retrospective review for the A.M. Best Ratings and financial size categories for insurance carriers currently utilized by vendors for all active construction and maintenance contracts retroactive to July 1, 2016. CFX will also perform a review when new insurance certificates are submitted for review.</p>	<p>Aneth Williams, Director of Procurement</p>	<p>Complete</p>	<p>The Procurement Department has completed the review without exception.</p>	<p>12/31/2017</p>

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Customer Service Center Performance Assessment

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Business Analytics/Performance Monitoring:</p> <p>CFX Toll Operations will identify a number of Key Performance Indicators (KPIs) for performance monitoring that will be displayed on the dashboards within the contact center. CFX will also determine the frequency of measurement to be displayed on the dashboards (real-time, weekly, monthly metrics, etc.). In addition, CFX will work with the third party contact center vendor to create business analytics related to the content of the dashboards.</p>	<p>David Wynne, Director of Toll Operations</p> <p>Corey Quinn, Chief of Technology/Operations</p>	In Progress	CFX Toll Operations is currently refining a list of Key Performance Indicators (KPIs) but does not consider the list ready to display on the dashboards at this time. A Business Intelligence Analyst was recently hired by CFX to explore options to automate the collection and reporting of KPIs. The action plan is expected to be completed by the original due date.	4/30/2018
<p>Intelligent Voice Response (IVR) Solution:</p> <p>CFX has identified a Call Path Report within IVR that consists of historical graphs, error reporting, and service utilization. CFX will work with the third party contact center vendor to provide data in an acceptable format and provide an internal link for Toll Operations to access the data.</p>	<p>Corey Quinn, Chief of Technology/Operations</p>	In Progress	CFX is currently working with the third party contact to provide IVR reporting/monitoring data. CFX is further exploring options to analyze the data to identify common issues, trends, and coaching opportunities. Work is on track to be completed by the original due date.	4/30/2018
<p>Quality Assurance Processes:</p> <p>Screen captures are scheduled to be recorded for each call to allow QA to monitor an agent's use of the system during a call. However, the data is not being captured. CFX will review and work on a fix for this issue.</p>	<p>David Wynne, Director of Toll Operations</p> <p>Corey Quinn, Chief of Technology/Operations</p>	Complete	CFX has been working with the vendor and has resolved the issue. Virtual Observer is now capturing both audio and desktop screens for all agents.	4/30/2018

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Change Management – Tolling System Replacement Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>TSR Vulnerability Scans:</p> <p>Though the Critical and High vulnerabilities identified by the vulnerability scanner have been remediated, CFX will continue plans to remediate the Medium vulnerabilities near the completion of the TSR project.</p>	Corey Quinn, Chief of Technology/Operations	In Progress	The remediation of these vulnerabilities is contingent upon the Toll System Replacement project completion. As such, the due date for remediation should be after the project is complete (estimated June 2019), which is consistent with the original due date.	6/30/2019

2017 Human Resources Process Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Document HR Redundancy Plan:</p> <p>CFX will develop a redundancy plan strategy based on the current organization structure. For all department heads and executives, CFX will determine the necessary expertise required to fill the role, and will designate a position to perform the role's critical duties on an interim basis in the event of a planned or unplanned vacancy.</p>	Michelle Maikisch, Chief of Staff	In Progress	The organizational chart has been reviewed to begin identifying positions requiring similar expertise to department head and executive positions. The HR department is performing further analysis to refine and formally document the redundancy plan. Analysis is ongoing and is expected to be completed by the original due date.	7/1/2018

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Human Resources Process Review (Continued)

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Merit-Based Compensation:</p> <ol style="list-style-type: none"> CFX will define which performance evaluation scores are considered above average, average, and below average. CFX will define the merit adjustment percentages to be assigned to above average, average, and below average performers annually. The merit adjustment percentages and the performance evaluation scores required to earn each adjustment will be communicated to employees in order to enhance the goal-setting process. CFX executive team will schedule the annual performance evaluation review prior to distribution of final performance evaluation scores to ensure the supervisor evaluation style is homogenized. 	<p>Evelyn Wilson, Director of HR</p> <p>Michelle Maikisch, Chief of Staff</p>	In Progress	<ol style="list-style-type: none"> CFX has informally defined a range of performance evaluation scores considered above average, average, and below average. Ranges are due to be formally communicated to employees in February 2018. CFX will define the merit adjustment to be assigned to each range of performance evaluation scores as part of the budgeting process planned for April 2018. The CFX executive team will review all performance evaluations before results are distributed to employees, which is generally at the end of the fiscal year. 	7/1/2018
<p>Knowledge Management Plan:</p> <p>Based on the most recent entity-wide risk assessment performed in FY2017, CFX will focus initial knowledge management efforts, including the development of a knowledge management plan, on the Information Technology (IT) department. Additionally, knowledge sharing will be included in the teamwork aspect of annual performance evaluations.</p>	<p>Michelle Maikisch, Chief of Staff</p> <p>Corey Quinn, Chief of Technology/Operations</p> <p>Jim Greer, Director of IT</p>	In Progress	<p>The creation of a knowledge management plan is in progress and is expected to be completed by the due date. Backups for key personnel have been identified and documentation is expected to be centralized following the deployment of Office 365 in March 2018. Additionally, IT will include knowledge sharing in the teamwork aspect of the next round of annual performance evaluations.</p>	7/1/2018

STATUS OF ALL OPEN RECOMMENDATIONS

2017 Business Continuity Management Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Disaster Recovery Testing Plan:</p> <p>CFX will formalize a Disaster Recovery testing plan.</p>	Corey Quinn, Chief of Technology/Operations	Complete	The Disaster Recovery testing plan has been completed and approved by the Chief of Technology/Operations.	12/31/2017
<p>Crisis Management Testing:</p> <p>Management will create a crisis management testing program.</p>	Michelle Maikisch, Chief of Staff	In Progress (Past Due)	CFX has hired a Facilities Maintenance Supervisor responsible for developing the Crisis Management Testing Program. However, due to delays caused by the onboarding process and Hurricane Irma, the project due date was revised.	Original: 12/31/2017 Revised: 10/31/2018
<p>Crisis Management Plan:</p> <p>Management will formally document a Crisis Management Plan.</p>	Evelyn Wilson, Director of HR CFX Crisis Management Team ("CMT") CFX Executive Management	In Progress	CFX has hired a Facilities Maintenance Supervisor responsible for crisis management testing, business continuity plan development, and evacuation plans. However, due to delays caused by onboarding and Hurricane Irma, the project due date was revised. Additionally, CFX has hired an armed security guard to survey the front desk area and address security concerns within the building.	Original: 4/1/2018 Revised: 10/31/2018
<p>Business Continuity Plan:</p> <p>Each department will develop business continuity documentation.</p>	Lisa Lombard, Chief Financial Officer Joe Berenis, Chief of Infrastructure Corey Quinn, Chief of Technology/Operations Aneth Williams, Director of Procurement	Complete	The Accounting, Infrastructure, IT, and Procurement departments have all completed the required business continuity documentation.	12/31/2017

STATUS OF ALL OPEN RECOMMENDATIONS


2018 Information Security Risk Assessment – Phase II

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Penetration Testing:</p> <p>Protiviti will conduct both an internal and external penetration test for CFX as part of the 2018 audit plan.</p>	Jim Greer, Director of IT	In Progress	Protiviti will conduct both tests as part of the 2018 audit plan. Work is expected to be completed by the original due date.	4/30/2018
<p>Data Loss Prevention Scans:</p> <p>CFX will evaluate network assets and consider which should be protected by Data Loss Prevention (DLP) scans. After successful tests, CFX will again consider expanding the DLP tool usage.</p>	Jim Greer, Director of IT	In Progress	Work is ongoing and is expected to be completed by the original due date.	4/30/2018
<p>Quality Assurance Processes:</p> <p>CFX will review the current configuration standards (IT-0013 and IT-0015) and enhance them utilizing a leading standard such as CIS.</p>	Jim Greer, Director of IT	In Progress	Work is ongoing and is expected to be completed by the original due date.	4/30/2018

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PROCUREMENT AND CONTRACT BILLING AUDIT

January 2018

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

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EXECUTIVE SUMMARY

Overview / Objectives / Scope and Approach

Overview

In accordance with the 2018 Internal Audit Plan, Internal Audit audited three Central Florida Expressway Authority (“CFX”) contracts with a combined contract value exceeding \$71.8 million from a population of large currently active engineering, service, maintenance, operations, and construction projects. The last contract billing audit was completed during February 2017 and included a different set of contracts.

Objectives

The objectives of this audit were to (1) audit the accuracy of items billed to CFX in accordance with contract terms and conditions, and (2) identify and test key processes and controls related to contract procurement, contract administration, project and cost management, and supplemental agreement management.

Project Scope and Approach

This audit was performed using a four-phased approach as outlined below:

Phase I – Contract Analysis and Selection

To select contracts for audit, Internal Audit obtained a listing of all active contracts and identified a short-list of contracts for audit after interviewing management and performing a risk analysis based on contract size, duration, terms and conditions, and nature of the work performed. The following contracts were selected for review and approved by the Audit Committee prior to audit:

- 1. GLF Construction, Inc. (#001138)** – Contract for construction of S.R. 429 (Wekiva Parkway) from Lake County to S.R. 46. This contract began in March 2016 and has a current contract value of approximately \$49.5 million. As taken from Eden, CFX’s accounting system, total expenditures to date at the time of this audit were approximately \$41.3 million. This contract was selected due to it being a large contract with a new vendor.
- 2. Groundtek of Central Florida, LLC (#000965)** – Contract for landscape maintenance services to be rendered for S.R. 408 and S.R. 417. This contract began in October 2013 and has a current contract value of approximately \$7.3 million. As taken from Eden, total expenditures to date at the time of this audit were approximately \$5.5 million. This contract was selected as a landscaping contract has not been audited previously.
- 3. HNTB Corporation (#001144)** – Contract for general systems consultant services. This contract began in June 2016 and has a total contract value of \$15 million. As taken from Eden, total expenditures to date at the time of audit were approximately \$2.8 million. This contract was selected due to it being a new service for CFX.

Continued on the following page...

EXECUTIVE SUMMARY

Overview / Objectives / Scope and Approach

Phase II – Processes and Controls Review

Internal Audit performed procedures to review CFX's processes, policies, and procedures related to procurement, contract administration, project and cost management, and supplemental agreement management. Key internal controls within each of these areas were identified and tested for each contract selected in Phase I. A summary of the procedures performed, results, and observations are provided on the following pages. Additional details on the procedures performed are included in Appendix A.

In August 2017, Internal Audit completed a review of open recommendations issued as part of the prior year 2017 Procurement and Contract Billing Audit and verified that all have been incorporated into practice and policy by CFX staff. The audit recommendations issued during prior year audits were also considered and incorporated for review as part of the 2018 Procurement and Contract Billing Audit in order to verify that prior years' findings were resolved and are not prevalent in the contracts selected for fiscal year testing.

Phase III – Contract-Specific Audit Procedures

Internal Audit performed detailed procedures to review contract terms, costs billed to CFX, and other key attributes for each of the contracts selected for audit. The contracts selected, value, spend to date, sample tested, and percentage of spend tested are outlined below.

Contract	Contract Value	Spend to Date [1]	Sample Tested [2]	% Spend Tested
GLF Construction, Inc.	\$49,568,720	\$41,285,439	\$21,279,551	52%
Groundtek of Central Florida, LLC	\$7,321,215	\$5,486,595	\$3,416,349	62%
HNTB Corporation	\$15,000,000	\$2,836,954	\$1,546,021	55%

[1] As of October 30, 2017

[2] Invoices were selected for testing using judgmental sampling. A detailed report of all invoices paid to date was obtained for each contract and analyzed on a month over month basis to select samples for testing. The invoices selected were tested for compliance with contract terms and conditions.

Phase IV – Reporting and Deliverables

Internal Audit prepared this report for management review and comment and for issuance to the CFX Audit Committee.

SUMMARY OF PROCEDURES PERFORMED AND RESULTS

Process Areas / Procedures / Controls Tested

For the contracts selected for audit, Internal Audit identified risks and tested key controls within the process areas outlined below. Where applicable, a sample of detailed project costs was reviewed and tested for compliance with contract terms and conditions. The table below provides an overview of the areas reviewed for each contract audited. Further details related to the specific procedures performed are provided in Appendix A.

Process	Procedures Performed / Key Areas Reviewed	Total Controls Tested	Number of Observations	Observation Reference
Procurement	Project funding and bid authorization, project bidding (sealed bids and competitive sealed proposals), bid awards, bid bond requirements, and contract renewals.	25	0	-
Contract Administration	Contract terms and conditions, insurance, bond and permitting requirements, and minority and women owned business ("MWBE") requirements.	10	0	-
Project & Cost Management	Invoice processing, project planning, scheduling, quality control, subcontract management, cost management, owner direct material purchases ("ODMP") management, and project reporting.	30	2	1, 2
Supplemental Agreement Management	Supplemental agreement review, approval, and execution.	8	0	-
TOTALS:		73	2	

DETAILED OBSERVATIONS

Observation 1 – CEI Daily Inspection Report

Relative Priority

Low

Procurement

Contract Administration

Project & Cost Management

Supplemental Agreement Management

Contract: GLF Construction, Inc. (#001138)

Observation

The Construction Engineer Inspection consultant (CEI) for each construction project is required to complete a daily inspection report to document the physical observation of materials installed by the contractor. The daily inspection reports serve as supporting documentation for the pay estimates/invoice created by the CEI and submitted to CFX for payment to the contractor.

For eight out of thirteen pay items within the GLF Construction September 2017 pay estimate, the quantities installed were omitted by the CEI from the daily inspection reports. GLF and the CEI had regular meetings to discuss the status of the project and at month end GLF provided support for quantities of materials installed. The CEI recorded the materials installed on a ledger with notes from the meeting, but did not report the quantities installed on the daily inspection reports as required by CFX.

CFX reviews a sample of pay estimates each month for compliance with CFX documentation requirements. However, this particular pay estimate was not selected for review.

Recommendation

As the CEI is a new CFX vendor, CFX should provide additional guidance on the required supporting documentation to be included in each pay estimate submission and increase the sample of pay estimates reviewed.

Management Response

Management concurs.

Management Action Plan

The Daily Inspection Reports for the installation of said items were supplemented to record the quantity installed. All other pay items will be traced back to their source for payment documentation.

Action Plan Owner / Due Date

Ben Dreiling, Director of Construction / Complete

DETAILED OBSERVATIONS

Observation 2 – Billing Compliance Checklist

Relative Priority

Low

Procurement

Contract Administration

Project & Cost Management

Supplemental Agreement Management

Contract: HNTB Corporation (#001144)

Observation

CFX engaged HNTB as a general systems consultant (GSC) to provide Information Technology System consulting services. To assist with the contract billing compliance, CFX appointed a Contract Support Specialist to review the consultant invoices for compliance with the contract terms and CFX billing policies. Although the Contract Support Specialist has identified and addressed several contractor billing anomalies and Internal Audit did not identify any billing noncompliance issues, the Contract Support Specialist is not using a billing compliance checklist, which is a leading practice to enhance the precision of the invoice review process and ensure completeness of review.

Recommendation

As a leading practice and to enhance the invoice review process, for contracts with contract values greater than \$50,000, CFX should require Contract Support Specialists to prepare a billing compliance checklist that identifies key contract terms and CFX billing policies. The Contract Support Specialist performing the detailed invoice review should utilize the checklist to ensure all key billing contract terms and CFX billing policies are met for each invoice. This will help confirm completeness of review.

Management Response

Management concurs

Management Action Plan

CFX will ensure the Contract Support Specialist utilizes a billing compliance checklist to aid in the review of contractor invoices. CFX will leverage the billing compliance checklists already developed in the construction and engineering departments as a template.

Action Plan Owner / Due Date

Corey Quinn, Chief of Technology and Operations / March 31, 2018

APPENDIX A

Detailed Audit Procedures Performed

APPENDIX A

Detailed Audit Procedures Performed

Procurement

Internal Audit performed detailed audit procedures related to the procurement, bidding, award, and renewal of all contracts selected for testing. The procedures performed included:

- ❖ High level review of the process for establishing bid estimates for large construction contracts;
- ❖ Testing of Board approval to advertise for bids and proposals and Board approval of the contract award;
- ❖ Testing for the use of five-year contract terms and the option for five one-year renewals for contracts;
- ❖ Testing of the key components of the competitive sealed bid and proposal processes, including:
 - Completion and utilization of bidding and award schedules;
 - Timestamps applied to all received proposals and compliance with submission deadlines;
 - The use of bid opening and bid tabulation sheets;
 - Performance of unbalanced bid reviews for competitive bids;
 - Completion of disclosure forms by CFX's employees responsible for evaluating technical and price proposals; and
 - Comparison of evaluation and scoring to advertised request for proposals.
- ❖ Completion and distribution of the monthly expiring contracts report by the procurement department; and
- ❖ Completion and approval of the expiring contract renewal worksheet and Board approval of contract renewals.

Continued on the following page....

APPENDIX A

Detailed Audit Procedures Performed

Contract Administration

Internal Audit performed detailed audit procedures related to key contract terms and conditions utilized by CFX including the satisfaction of insurance, bonding, permitting and MWBE requirements by the contractors selected for testing. The procedures performed included:

- ❖ Testing for the review of contracts by CFX's Legal Counsel;
- ❖ Testing of key contract reviews and clauses, including:
 - Right to review by CFX's Legal Counsel; and
 - Inclusion of key right to audit, termination, and indemnity clauses.
- ❖ Outlining and testing of insurance, bonding, and permitting requirements specific to the contracts selected; and
- ❖ Satisfaction of MWBE requirements set forth in the original bid and as required by CFX.

Supplemental Agreement Management

Internal Audit performed detailed audit procedures related to supplemental agreement execution, review, and approval. The procedures performed included:

- ❖ Testing for Board approval of all supplemental agreements in excess of \$50,000;
- ❖ Testing for the approval of all supplemental agreements by the appropriate parties;
- ❖ Testing of adequate supporting documentation for compliance with contract terms and conditions regarding price and scope for all executed supplemental agreements related to the construction contracts selected for review; and
- ❖ Testing of a sample of fuel price and bituminous mix adjustments related to the construction contracts selected for review.

Continued on the following page....

APPENDIX A

Detailed Audit Procedures Performed

Project & Cost Management

Internal Audit performed detailed audit procedures related to invoice processing and approval, project planning, scheduling and quality control, project cost management and reporting, subcontractor management, CEI oversight, and ODMP processing. The procedures performed included:

- ❖ Testing of a sample of invoices for the projects selected for adequate review and approval by the appropriate personnel and compliance with CFX's invoice processing procedures;
- ❖ Discussion of current practices regarding quality control, risk management plans and performance, and quality monitoring;
- ❖ Testing of subcontractor approval and a sample of payments made to subcontractors;
- ❖ Detailed testing of costs billed for a sample of invoices selected for each of the service contracts selected, and detailed testing of a sample of the quantities billed for each of the construction contracts selected;
- ❖ Utilization and monitoring of the CEI Consultants assigned to construction contracts;
- ❖ Discussion and limited testing of changes to project schedules;
- ❖ Review of reporting submitted to management on a regular basis; and
- ❖ Detailed testing of the ODMP programs implemented for the construction contracts selected.

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Safety and Maintenance Policies and Procedures
Compliance Audit

February 6, 2017

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EXECUTIVE SUMMARY



Overview

The Central Florida Expressway Authority (CFX) is responsible for the maintenance and safety of 118 centerline miles (including the new Wekiva Parkway), 815 lane miles (including ramps), 69 interchanges, 335 bridges, and 14 mainline toll plazas. In addition to the daily maintenance and safety activities, CFX developed a Wrong-Way Driving Detection Program in partnership with the University of Central Florida. Currently, there are 35 exit-ramp locations out of approximately 120 system-wide locations that are equipped with Wrong-Way Driving countermeasures developed under this program.

In accordance with the 2018 Internal Audit Plan, Internal Audit reviewed the maintenance and inspection procedures around CFX's roadways and bridges for compliance with standards set by the Federal government and the Florida Department of Transportation as highlighted within this report, and the internally developed maintenance and inspection policies and procedures established by CFX staff.



Objectives, Scope, and Approach

The objectives of the audit were to 1) evaluate CFX's compliance with the safety and maintenance policies and procedures, including compliance with federal and state standards; 2) review recent technological enhancements to safety within the system, with emphasis on new technology measures to help reduce the risk of wrong-way driving, and 3) evaluate the vendor performance management process for safety and maintenance vendors.

Roadways and Bridges

Components of CFX's roadways and bridges that were in scope for this audit were:

Roadways

- Roadways/Pavement
- Roadside
- Traffic Services
 - Lighting
 - Guardrails
 - Barrier walls

Bridges

- Substructure
- Superstructure
- Deck

EXECUTIVE SUMMARY



Objectives, Scope, and Approach (continued)

To execute this audit, Internal Audit performed the following procedures around the areas in scope:

1. Evaluated CFX's compliance with internally developed maintenance and inspection standards;
2. Evaluated CFX's compliance with the following federal and FDOT maintenance and inspection standards:
 1. Federal Statutes, Title 23. Highways, Section 106(c). Assumption by States of Responsibilities of the Secretary,
 2. Federal Highway Administration 23 Code of Federal Regulations (CFR) Part 650, Subpart C, Section 650.307 Bridge Inspection Organization,
 3. Federal Statutes, Title 23. Highways, Section 116. Maintenance,
 4. Florida Statutes, Title 26. Public Transportation, Chapter 334.048,
 5. Florida Statutes, Title 26. Public Transportation, Chapter 335.074 Safety Inspection of Bridges,
 6. FDOT Safety Bridge Inspection Team Leader Requirements in Florida,
 7. FDOT Bridges and Other Structures Inspection and Reporting Procedures (Topic No.: 850-010-030-i), and
 8. FDOT Maintenance Rating Program Procedures (Topic No.: 850-065-002-j);
3. Evaluated key controls surrounding asset tracking, inspection schedules and reporting, repairs and replacements, and incident response management;
4. Verified inspections, repairs, and replacements were performed and reported within applicable deadlines; and
5. Reviewed CFX's vendor management process. Safety and Maintenance vendors include the following:

Vendor	Service
Ayres and Associates	Overhead Sign Inspection Services
Kisinger Campo and Associates	Bridge Inspection Services
Jorgensen Contract Services, LLC ("JCS")	Roadway and Bridge Maintenance Services; S.R. 408, S.R. 417, S.R. 528, and Goldenrod Road Extension
Infrastructure Corporation of America ("ICA")	Roadway and Bridge Maintenance Services; S.R. 429, S.R. 414, and S.R. 451
Traffic Engineering and Management dba/ Control Specialists	Traffic Signal Maintenance Services

EXECUTIVE SUMMARY



Objectives, Scope, and Approach (continued)

Wrong-Way Driving Detection

To review CFX's safety technological enhancements to reduce the risk of wrong-way driving, Internal Audit:

1. Evaluated CFX's compliance with the program's preventative maintenance plan, and
2. Evaluated management's procedures for responding to safety trends identified by third-party reports.

Determining the adequacy of the maintenance procedures being performed by CFX to help ensure customer safety was NOT in scope for this audit.

EXECUTIVE SUMMARY



Summary of Results

Internal Audit identified risks and tested key controls within the roadway, bridge, and wrong-way driving detection maintenance and inspection processes. Where applicable, a sample of detailed maintenance and inspection activity was reviewed and tested for compliance. As a result of these procedures performed, Internal Audit identified five opportunities that would strengthen the control environment around the maintenance and safety program. Each observation and related recommendation is designed to help CFX transform its maintenance and safety management processes to a higher level of maturity, often from ad-hoc state to a more defined, managed, or optimized state.

Area	Procedures Performed	Observations	Observation Reference
Maintenance & Inspection Standards	<ul style="list-style-type: none"> Evaluated CFX's compliance with federal and state inspection and maintenance regulations, Reviewed CFX maintenance and inspection contracts for inclusion of pertinent regulatory requirements, and Evaluated CFX's internally developed standards for compliance with regulatory requirements. 	1	2
Asset & Activity Monitoring	<ul style="list-style-type: none"> Evaluated CFX's asset tracking process, monitoring of inspections and maintenance activities, and record retention 	1	5
Maintenance & Inspection Contract Management	<ul style="list-style-type: none"> Evaluated CFX's quality review of contractor performance and prioritization of maintenance activities. 	3	1,3,4
Wrong-Way Driving Detection System	<ul style="list-style-type: none"> Evaluated CFX's compliance with the program's preventative maintenance plan, and Evaluated management's procedures for responding to safety trends identified by third-party reports. 	0	NA

DETAILED OBSERVATIONS

DETAILED OBSERVATIONS

Observation 1 – Quality Assurance Procedures

Relative Priority: *Moderate*



When a maintenance work order is completed, the contractor notifies the CFX Senior Roadway Inspector of completion by phone or e-mail and may attach photos as evidence that the work was performed. If the work order relates to a significant safety concern or a large project, the Senior Roadway Inspector may physically observe or confirm that the work was completed. However, CFX does not have a formal quality assurance review process to verify the work was completed and to confirm it was completed at a satisfactory level.

Recommendation

CFX should consider implementing a quality assurance review process to formalize review of work performed by maintenance contractors. As part of this quality assurance process, CFX should inspect a sample of completed FDOT and internal work orders to verify the maintenance work performed meets the expected standards set by CFX and the FDOT. Implementing a quality assurance review process will enhance CFX's vendor performance management and move the review process to a more managed, optimized state.

Management Response

Management concurs.

Management Action Plan

The Director of Maintenance has included a Quality Assurance Program contractor within the fiscal 2019 budget request. The contractor would conduct quality assurance reviews of work performed by maintenance contractors, review Right of Entry permits, conduct daytime and nighttime inspections, oversee major repairs, and conduct field verification for compliance with utility permits in order to enhance the Maintenance and Safety Quality Assurance process.

Action Plan Owner / Due Date

Donald Budnovich, Director of Maintenance / 12/31/2018

DETAILED OBSERVATIONS

Observation 2 – Lack of Internal Maintenance & Safety Policies and Procedures

Relative Priority: *Moderate*



Written policies and procedures do not exist for CFX's maintenance and inspection program. Written policies and procedures are an integral component of each business process within an operating environment. The objective of policies and procedures is to document an organization's policy for operations and the procedures necessary to fulfill that policy. Policies and procedures provide guidance in the pursuit of achieving the objectives of the process and help reduce misunderstanding and increase distribution of pertinent information to those involved in the process.

Recommendation

CFX should develop written policies and procedures that clearly document CFX's maintenance and inspection program, including:

- Internal standards for managing and maintaining CFX's roadways and bridges;
- Asset tracking;
- Role of third party maintenance and inspection agreements (scheduling of inspections, repairs, and replacements; outputs of preventative maintenance);
- Maintenance contract performance monitoring;
- Work order, maintenance request, and deficiency response deadlines;
- Incident and Emergency Response process;
- Maintenance Rating Program (MRP) process and requirements;
- GEC Annual Inspection process.

Once developed, CFX should review and update the maintenance and safety policies and procedures for changes in processes, FDOT or Federal requirements, and any internally modified standards on an annual basis. The Director of Maintenance should approve the written policies and procedures and provide evidence of the review. The final document should also be stored on a shared site to ensure the policies and procedures are available and accessible throughout the department.

DETAILED OBSERVATIONS

Observation 2 – Lack of Internal Maintenance & Safety Policies and Procedures (Continued)

Relative Priority: *Moderate*



Management Response

Management concurs.

Management Action Plan

The Director of Maintenance will document written policies and procedures for CFX's maintenance and inspection program in the Maintenance and Safety Procedures Manual. The Manual will be published on SharePoint and reviewed and updated at least annually.

Action Plan Owner / Due Date

Donald Budnovich, Director of Maintenance / 12/31/2018

DETAILED OBSERVATIONS

Observation 3 – MRP Deduction Calculation Review – Document Retention

Relative Priority: *Moderate*



The Maintenance Rating Program (MRP) is a uniform evaluation system for maintenance features on the State Highway System. It is defined as a method of conducting a visual and mechanical evaluation of routine highway maintenance conditions. The inspection process occurs three times annually and CFX is awarded Maintenance Rating Program (MRP) scores for several categories. The maintenance contracts with its vendors, JCS and ICA, include an annual MRP score requirement as outlined in Section 5.8 "Evaluation and Acceptance of Work" of the Scope of Services with each vendor. A vendor payment deduction is assessed if the MRP score is not met by the vendor.

During the fiscal year 2017, JCS and ICA did not meet MRP Score requirements for certain criteria. As such, the Senior Roadway Inspector appropriately calculated the recommended payment deductions based on details outlined in the contracts and presented them to the CFX Director of Maintenance for review. However, documentation of the payment deduction review and approval by the Director of Maintenance could not be provided for the ICA contract.

Recommendation

CFX should formalize the MRP deduction review and approval process to ensure evidence of the review is retained and the deduction is appropriately applied to the subsequent vendor payment.

Management Response

Management concurs.

Management Action Plan

The Director of Maintenance will incorporate a procedure to document MRP deduction recommendations and actual deductions applied into the Maintenance and Safety Procedures Manual.

Action Plan Owner / Due Date

Donald Budnovich, Director of Maintenance / 9/30/2018

DETAILED OBSERVATIONS

Observation 4 – Delinquent Work Order Review

Relative Priority: *Moderate*



Contracts with CFX maintenance vendors include a provision that the contractor will be assessed a \$200 per day penalty for delinquent work orders not completed within the deadlines outlined in the contracts. Although Internal Audit gained comfort that CFX is performing a review of delinquent work orders to identify potential vendor penalties, the review process is not formalized and is performed on an as-needed, ad-hoc basis. As a result, there is increased risk that reviews on an ad-hoc basis may not include complete sets of final work orders, and vendor payment deductions may be missed.

Recommendation

CFX should formalize the frequency of the delinquent work order review to improve the review process from an ad-hoc to a more defined, managed state. At each quarter end, CFX should perform a review of all work orders completed during the quarter to determine if a penalty needs to be assessed. The Director of Maintenance should maintain evidence of his review of the analysis, and the recommended deductions should be provided to the Accounting and Finance department to be applied against subsequent vendor payments, as necessary.

Management Response

Management concurs.

Management Action Plan

The Director of Maintenance will incorporate a procedure into the Maintenance and Safety Procedures Manual for the Senior Roadway Inspector to review all completed work orders at quarter-end and provide recommendations of any penalties to the Director of Maintenance for review and sign-off. The review is anticipated to be completed by 30 days after each quarter-end.

Action Plan Owner / Due Date

Donald Budnovich, Director of Maintenance / 9/30/2018

DETAILED OBSERVATIONS

Observation 5 – Asset Tracking

Relative Priority: **Low**



CFX utilizes Microsoft Excel spreadsheets to track structures, assets, and bridge inspection dates. The Florida Department of Transportation (FDOT) tracks assets and inspection reporting within the FDOT Bridge Management (BrM) system. Currently, CFX does not have a process in place to reconcile the structures and assets included within the FDOT BrM system to the internally maintained asset tracking spreadsheets. Upon performing this reconciliation, Internal Audit identified nine CFX High Mast Structures in the FDOT BrM system that were not included in the CFX asset tracking files. Maintaining incomplete asset listings could hinder CFX from appropriately monitoring inspection due dates.

Recommendation

CFX should perform an annual reconciliation between the FDOT BRM system and its internal asset tracking files to verify its internal asset files are complete and to enhance the inspection report management process.

Further, CFX should consider leveraging an information management tool, such as a Microsoft Access Database, to store and maintain asset information for reference, reporting, and analysis. Such a tool would better enable CFX to manage required inspections, retain inspection data, and generate valuable reports for monitoring purposes.

Management Response

Management concurs with the recommendation to verify internal asset files are complete. For the specific issue identified during the audit, management determined that the High Mast Structures not included in the CFX asset tracking files are currently being removed, but will not be deleted from the FDOT BrM system until completely decommissioned.

Management Action Plan

CFX will develop an annual process to verify asset accuracy and update the asset tracking spreadsheet for ongoing construction projects. The process will be recorded in the Maintenance and Safety Procedures Manual.

In addition, CFX will determine the best information management tool or options to store and maintain asset information.

Action Plan Owner / Due Date

Donald Budnovich, Director of Maintenance / 6/30/2019

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TRAILS Program Review

February 2, 2018

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EXECUTIVE SUMMARY



Overview

In May 2016, the Central Florida Expressway Authority (“CFX”) opened the Reload Lane program and created the first and only toll road drive-up customer service lanes in the continental United States. CFX customers using the Reload Lane service are able to establish an electronic toll-collection account (“E-PASS”) or replenish an existing E-PASS account from the convenience of their car using cash, checks, debit or credit cards. Reload Lane customer service representatives are also able to provide cash paying drivers with an opportunity to purchase a portable transponder or receive a free E-PASS toll sticker. As of the time of audit, there were three toll plazas in operation with the Reload Lane program: SR 408 Conway Toll Plaza, SR 429 Forest Lake Toll Plaza, and SR 417 John Young Parkway Toll Plaza. During Since May 2016, the Reload Lane program facilitated approximately 90,000 transactions totaling \$2.9 million. The Appendix of this report contains further information.

The Transponder Reload And In Lane Sales (“TRAILS”) software is utilized to execute transactions in the Reload Lanes, TRAILS is an internally developed graphical user interface that interfaces with the Toll Revenue Information Management System (“TRIMS”) database, which supports customer service operations, including the maintenance of customer account information and processing of payments. CFX designed TRAILS to expedite transactions and minimize customer wait times in the Reload Lanes.

In accordance with the FY 2018 Internal Audit Plan, Internal Audit conducted a review of the Reload Lane Program to evaluate the processes, procedures, and operating and information technology (IT) controls surrounding the program.



Objectives, Scope, and Approach

The objectives of this review were to (1) evaluate the risks and design effectiveness of key controls surrounding transactions executed in the Reload Lanes, including IT controls related to the TRAILS software, and (2) provide control enhancement recommendations, if needed.

To execute this review, Internal Audit performed the following procedures:

- Performed a comprehensive analysis of the risk and controls surrounding the Reload Lanes activities.
- Evaluated the design effectiveness of key controls within the areas below by performing walkthrough procedures:
 - Customer Account Creation/Adjustments
 - Cash Collections
 - Physical security/Access Rights
 - Transponder Inventory Management
 - Incident Response Management
 - Monitoring/Training
- Evaluated IT general controls surrounding the TRAILS software.
 - Leveraging the FY 2018 Procurement Card Industry compliance and Department of Highway Safety and Motor Vehicles audit results, when applicable.

EXECUTIVE SUMMARY



Summary of Results

Overall, the Reload Lanes are operating as intended and with much success. As part of this review of the Reload Lane operations and the supporting TRAILS software, two opportunities were identified to further strengthen the overall control and operations of the Reload Lane program. The table below provides an overview of the findings.

Area	Observation	Observation #
Customer Account Creation/Adjustments	N/A	N/A
Cash Collections	Starting Cash and Transponder Management	2
Physical security/Access Rights	N/A	N/A
Transponder Inventory Management	Starting Cash and Transponder Management	2
Incident Response Management	N/A	N/A
Monitoring/Training	N/A	N/A
TRAILS IT General Controls	Accuracy of Customer Account Data	1

DETAILED OBSERVATIONS

DETAILED OBSERVATIONS

Observation 1 – Accuracy of Customer Account Data

Relative Priority: **Moderate**



Observation

Intermittently, incorrect customer account data will display on the TRAILS application within the Reload Lanes. At the time of audit, the root cause of the intermittent incorrect account data was unknown to CFX and unable to be identified by Internal Audit within the scope and budget of the audit. Internal Audit hypothesizes that the cause may pertain to the capture of customer account data from a vehicle in an adjacent lane or the vehicle that most recently passed through the lane.

Risk

Customer account changes or unapproved payments could be applied to the incorrect customer account.

Recommendation

CFX management should investigate the root cause of the issue outlined herein, and determine if it can be remediated by making a configuration change to the system or applying an update to the TRAILS application. Once the root cause is identified, CFX should apply the necessary patch or fix to reduce the risk of inaccurate customer account information being presented to the Reload Lane customer service representatives, known as Toll Tag Service Attendants (TTSAs).

Management Response

CFX IT personnel is aware of the issue and is working with Transcore to develop and deploy a fix via a patch to TRAILS. In the interim, CFX has increased the Reload Lane customer service representatives training around verifying customer account information and manually retrieving customer account data.

Management Action Plan

Management will continue to work with Transcore to develop and deploy a patch to remediate this issue.

Action Plan Owner / Due Date

Corey Quinn, Chief of Technology and Operations; Jim Greer, Director of IT / June 30, 2018

DETAILED OBSERVATIONS

Observation 2 – Starting Cash and Transponder Management

Relative Priority: **Moderate**



Observation

Reload Lane Toll Tag Service Attendants (TTSA) are issued five active transponders, five E-PASS stickers, and two cash drawers, totaling \$200, at the beginning of a shift. The number of transponders and E-PASS stickers issued are recorded on a Daily Transponder Log, and the starting cash is recorded on a Tour Fund Receipt. Each Log is signed by the Toll Service Supervisor (TSS) and the Toll Tag Service Attendant acknowledging the starting balances.

At the end of the shift, the TSS counts the transponders returned and the ending cash balance and reconciles each to the TTSA's sales report. The TTSA and the TSS sign off on the report as evidence of reconciliation and review.

During the walkthrough of the TTSA check-in and close-out processes, Internal Audit identified a departure from the policy requiring dual signatures on the Daily Transponder Log and Tour Fund Receipt. The TSS checked out transponders and cash drawers, worked the shift at the Reload Lane, and completed the reconciliation at the close of the shift without a second review as required by policy.

Risk

Secondary review and verification of beginning cash and transponder inventory and final reconciliation of ending balances to the system activity is a leading cash handling practice. Failure to apply this practice accurately and consistently increases the risk of cash or transponder inventory theft that goes undetected.

In addition, having a supervisor function as a TTSA and work a shift limits their ability to perform monitoring, customer service, and administrative responsibilities.

Recommendation

CFX should reinforce the policy of requiring dual signatures on starting cash and transponder inventory and close-out reconciliations by enhancing the TSS training. CFX should also implement contingency staffing procedures to ensure there is adequate supervision during each shift.

DETAILED OBSERVATIONS

Observation 2 – Starting Cash and Transponder Management (Continued)

Relative Priority: **Moderate**



Management Response

Management concurs.

Management Action Plan

CFX will enhance the training of the Toll Service Supervisor to reinforce the dual signature policy. The Toll Service Supervisor and the Toll Tag Service Attendant will verify the starting cash and transponder inventory, reconcile ending cash and transponder inventory to the system generated sales report at the end of the shift, and sign the Daily Transponder Log, Change Fund and Receipt Log, and Sales Report as evidence.

CFX will also review the contingency staffing procedures to determine the appropriate modifications required to ensure adequate supervision during each shift. In the rare event that another party is unavailable to provide a dual signature (e.g. emergency situation), the employee will be required to provide a fully documented written statement of why the logs could not be signed by a second party.

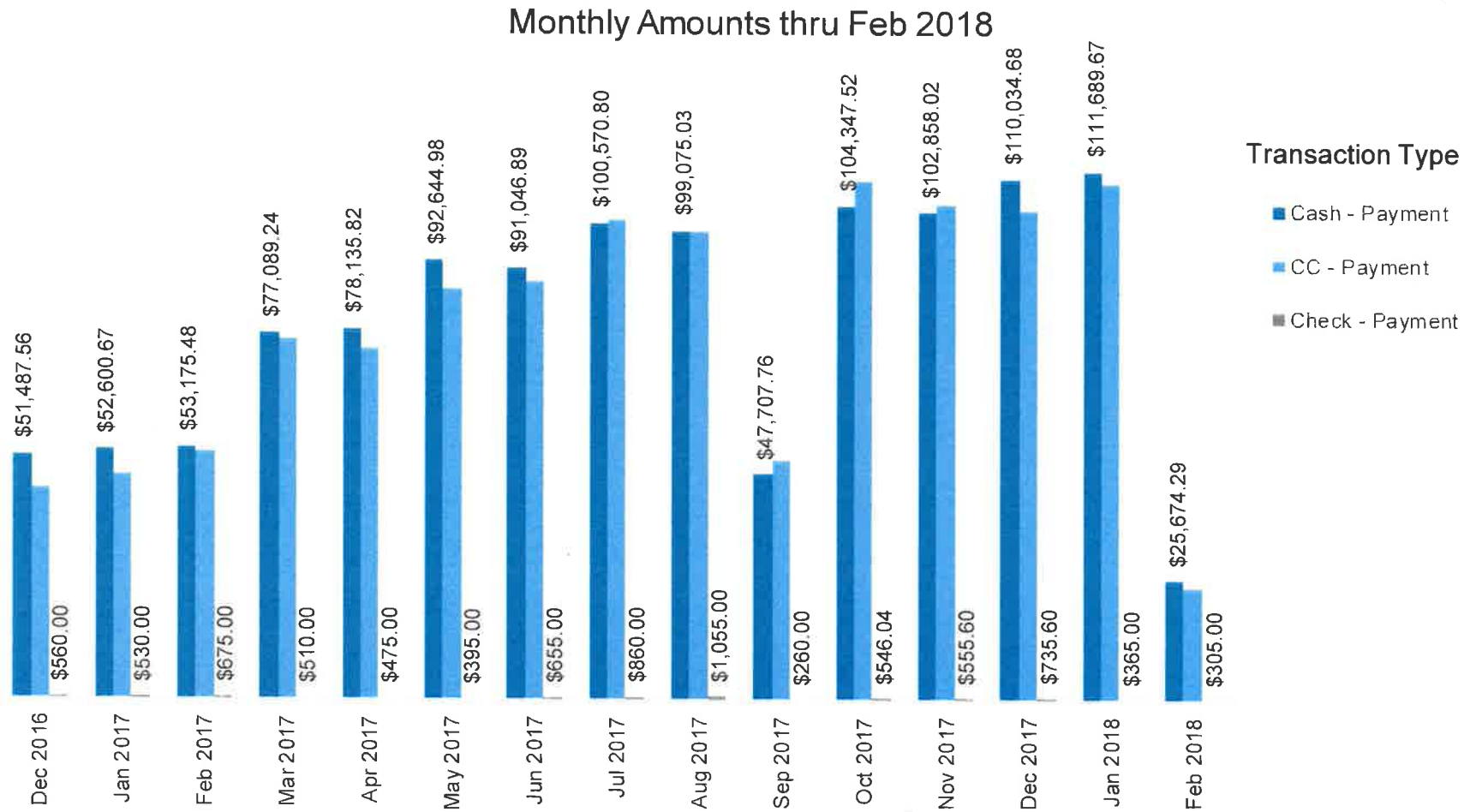
Action Plan Owner / Due Date

David Wynne, Director of Toll Operations / February 28, 2018

APPENDIX - E-PASS RELOAD SUMMARY DATA

APPENDIX – E-PASS RELOAD SUMMARY DATA

(AS PROVIDED BY CFX STAFF)



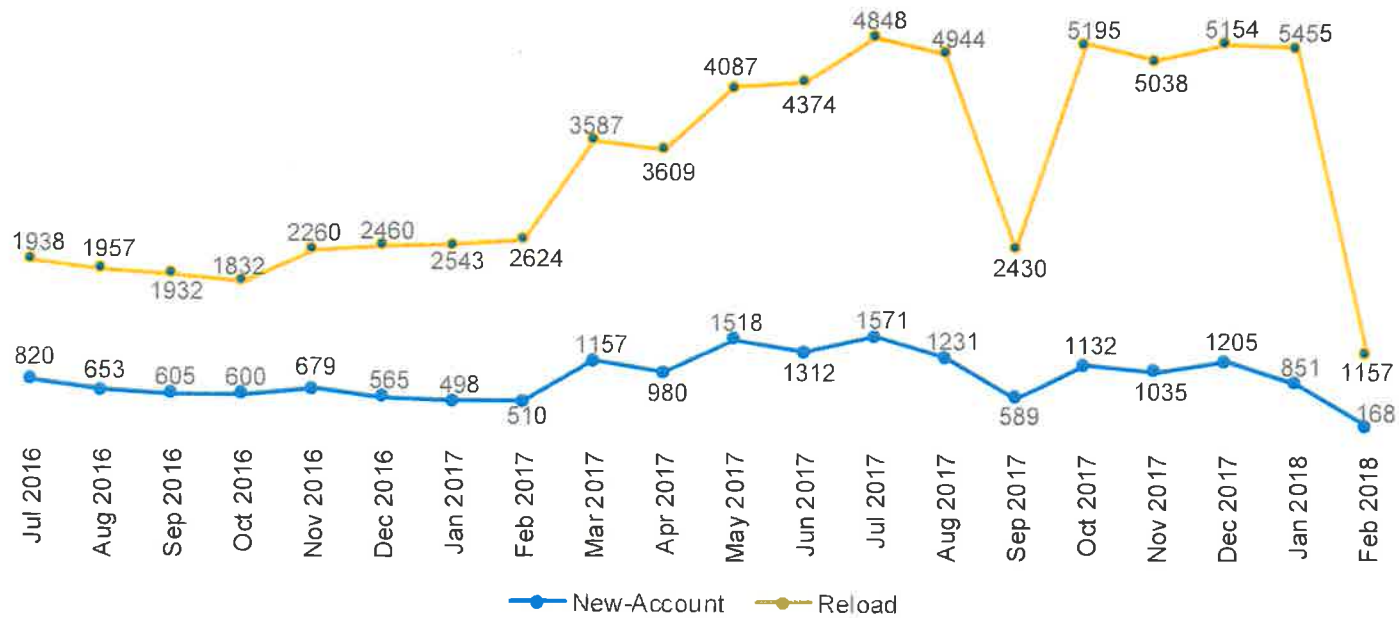
*Reload lanes shut down from (9/5 @ 5:00pm thru 9/20

Disclaimer: The information on this report is intended for informational purposes only. While every effort is made to maintain accurate information, the data are unaudited.

APPENDIX – E-PASS RELOAD SUMMARY DATA

(AS PROVIDED BY CFX STAFF)

E-Pass Sales & Reload Use thru Feb 2018



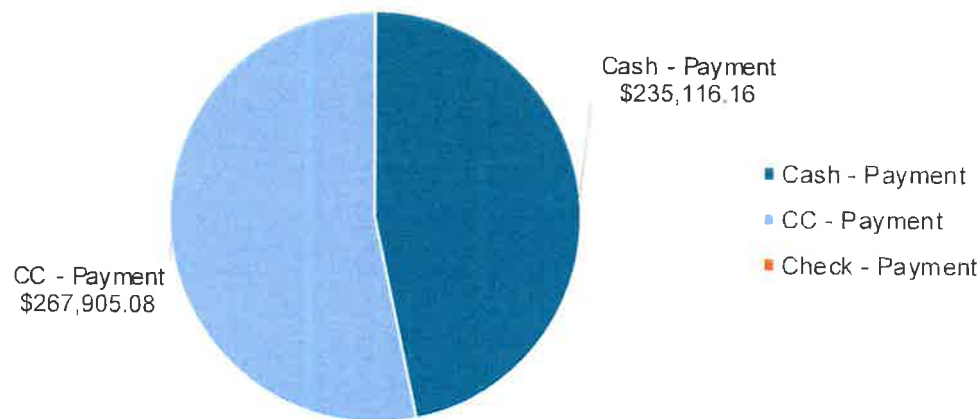
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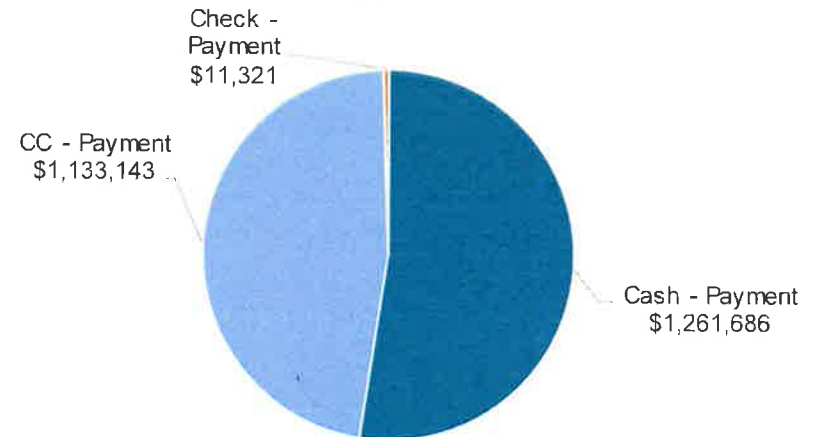
APPENDIX – E-PASS RELOAD SUMMARY DATA

(AS PROVIDED BY CFX STAFF)

New Customers Payment for Activation



Current Customers Payments to Reload Account



Date Range: 5/6/2016 – 2/7/2018

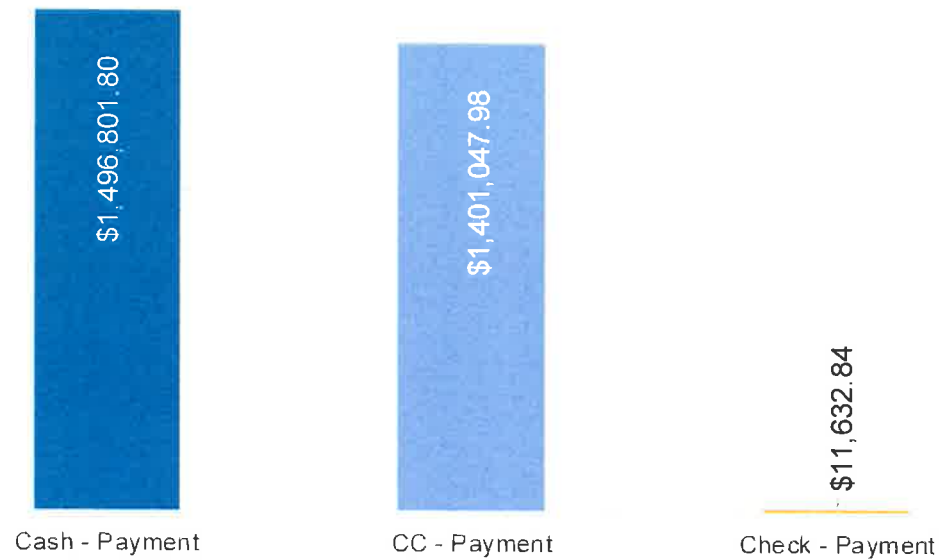
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APPENDIX – E-PASS RELOAD SUMMARY DATA

(AS PROVIDED BY CFX STAFF)

Total Amount thru Feb 2018



Date Range: 5/6/2016 – 2/7/2018

*Reload lanes shut down from (9/5 @ 5:00pm thru 9/20

Disclaimer: The information on this report is intended for informational purposes only. While every effort is made to maintain accurate information, the data are unaudited.

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DHSMV Data Security Assessment

Central Florida Expressway Authority

December 2017

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Executive Summary

Overview

During the period of December 1, 2017 to December 22, 2018, Internal Audit performed a Data Security Assessment of the Department of Highway Safety and Motor Vehicles (“DHSMV”) data within the Central Florida Expressway Authority (“CFX”) environment. The objectives of the assessment were to review internal controls for gaps in design related to the requirements set forth in *Section V – Safeguarding Information*, of the DHSMV Drivers License or Motor Vehicle Record Data Exchange Memorandum of Understanding (“MOU”).

The summarized objectives of Section V are:

- Information exchanged will not be used for any purposes not specifically authorized by the MOU. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purposes, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.
- Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.
- Access to the information will be protected in such a way that unauthorized persons cannot review or retrieve the information.
- All personnel with access to the information exchanged under the terms of the MOU will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the Requesting Party (CFX).
- All personnel with access to the information will be instructed of, and acknowledge their understanding of, the criminal sanctions specified in state law for unauthorized use of the data. These acknowledgements must be maintained in a current status by the Requesting Party (CFX).
- All access to the information must be monitored on an on-going basis by the Requesting Party (CFX). In addition, the Requesting Party (CFX) must complete an annual audit to ensure proper and authorized use and dissemination.

FY2018 DHSMV Data Security Assessment

Scope and Approach

Internal Audit conducted an assessment of the process used for safeguarding DHSMV data in the CFX environment. In order to complete this review, the following procedures were performed:

- Reviewed policies and procedures related to the safeguarding of electronic and physical data transfers, data storage, and data access.
- Conducted interviews with key personnel to understand the *Drivers License or Motor Vehicle Record Data Exchange* process.
- CFX Management approved the scope of work and believed it to be sufficient to meet the requirements of the MOU. Conducted testing of controls related to the following areas:
 - Policies and Procedures
 - Application Access
 - Segregation of Duties
 - Change Control
 - Data Storage
 - Data Transfer
 - Network Firewall
 - Network Architecture
 - Active Directory
 - Physical Security
- After testing was completed, analysis was performed to compare the results of testing to the control objectives outlined in the MOU.

FY2018 DHSMV Data Security Assessment

Summary of Results

As a result of this review, Internal Audit identified zero (0) observations that should be addressed in order to enhance CFX's Drivers License or Motor Vehicle Data Exchange process.

FY2018 DHSMV Data Security Assessment



Appendix A – Controls Tested

	Control Objective	Control Description	Testing Results
1	Information exchanged will not be used for any purposes not specifically authorized by this agreement. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.	Policies and Procedures: CFX implements company-wide policies and procedures that enforce the safeguarding of company data and other sensitive customer data whether or not it is currently being used or accessed.	Control Effective
2	All personnel with access to the information exchanged under the terms of the Drivers License or Motor Vehicle Record Data Exchange MOU will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the requesting party.	Training: CFX requires in the hiring process that all users sign an acknowledgement after reviewing either the employee or contractor security guidelines handbook which covers the safeguarding of data. These acknowledgments must be maintained for all current/active users.	Control Effective
3	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	TRIMS Access: System access to the TRIMS applications for new users is appropriately administered through the submission of a New User Authorization Form. This form is completed by the new user's Manager and the proper approvals/signatures are obtained. Access to the applications is then administered by IT support.	Control Effective
4	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	TRIMS Access - Terminated Users: System access to the TRIMS application and company network is appropriately revoked in a timely fashion for terminated users. Upon receipt of a termination notification (email, authorization form, phone call, etc.) from HR or a Manager responsible for the terminated user, the user's system account is disabled immediately.	Control Effective

FY2018 DHSMV Data Security Assessment

	Control Objective	Control Description	Testing Results
5	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Database-level Access: Database-level access is restricted to the appropriate individuals through the use of unique accounts.	Control Effective
6	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Server-level Access: Server-level access is restricted to the appropriate individuals through the use of unique accounts.	Control Effective
7	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	FTP Gateway Access: All individuals / user accounts with access to the FTP Gateway are authorized and appropriate.	Control Effective
8	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Host (HT250) Access: All individuals / user accounts with access to the Host (HT250) are authorized and appropriate.	Control Effective
9	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Oracle DB Access: All individuals / user accounts with access to the Oracle DB are authorized and appropriate.	Control Effective
10	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	DOCPRD1 and DOCPRD2 Access: All individuals / user accounts with access to the DOCPRD1 and DOCPRD2 servers are authorized and appropriate.	Control Effective
11	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Infoview Crystal Reports (RTPRD4) Server Access: All individuals / user accounts with access to the Infoview Crystal Reports (RTPRD4) server are authorized and appropriate.	Control Effective

FY2018 DHSMV Data Security Assessment

	Control Objective	Control Description	Testing Results
12	Information exchanged will not be used for any purposes not specifically authorized by this agreement. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.	DHSMV Data Access: Management performs a periodic review of user access across each of the in-scope entities to ensure that the assigned access level is commensurate with his/her job function.	Control Effective
13	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Change Control / Patch Management: Dedicated test environments exist for the testing of changes and patches, where practical. CFX appropriately documents and tests each change.	Control Effective
14	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Change Control / Patch Management: All changes and patches are authorized, executed, and documented according to stated procedures.	Control Effective
15	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Data Encryption: Driver's license number as it is obtained from the DHSMV is encrypted when stored in the Oracle database.	Control Effective
16	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Network - Firewall: CFX has an operational firewall in place to restrict access to the internal network.	Control Effective
17	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Network - Active Directory: All individuals with Active Directory credentials are current, active users and all rights granted through Active Directory are commensurate with their current job responsibilities.	Control Effective

FY2018 DHSMV Data Security Assessment

	Control Objective	Control Description	Testing Results
18	Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.	Physical Security - Data Center: Access to the data center(s) is restricted to appropriate personnel and is provided through the use of a physical key or key card.	Control Effective
19	Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.	Physical Security - Work Areas: Access to the work areas is restricted to appropriate personnel and is provided through the use of a physical key or key card.	Control Effective
20	All access to the information must be monitored on an on-going basis by the Requesting Party. In addition the Requesting Party must complete an annual audit to ensure proper and authorized use and dissemination.	Logging & Monitoring: Logging and auditing functions are enabled on all in-scope entities. In addition, all system logs are monitored for unauthorized access and irregular activity.	Control Effective
21	All access to the information must be monitored on an on-going basis by the Requesting Party. In addition the Requesting Party must complete an annual audit to ensure proper and authorized use and dissemination.	Vulnerability Scanning / Penetration Testing: CFX performs periodic external vulnerability scans and penetration tests.	Control Effective





Face the Future with Confidence

Central Florida Expressway Authority

Payment Card Industry (PCI) Assessment

Summary Meeting

December 2017

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PCI Data Security Standard

The assessment focused on over 400 controls within the following twelve domains of the PCI Data Security Standard

<i>Build and Maintain a Secure Network</i>	<ol style="list-style-type: none">1. Install and maintain a firewall configuration to protect cardholder data2. Do not use vendor-supplied defaults for system passwords and other security parameters
<i>Protect Cardholder Data</i>	<ol style="list-style-type: none">3. Protect stored cardholder data4. Encrypt transmission of cardholder data across open, public networks
<i>Maintain a Vulnerability Management Program</i>	<ol style="list-style-type: none">5. Use and regularly update anti-virus software or programs6. Develop and maintain secure systems and applications
<i>Implement Strong Access Control Measures</i>	<ol style="list-style-type: none">7. Restrict access to cardholder data by business need to know8. Assign a unique ID to each person with computer access9. Restrict physical access to cardholder data
<i>Regularly Monitor and Test Networks</i>	<ol style="list-style-type: none">10. Track and monitor all access to network resources and cardholder data11. Regularly test security systems and processes
<i>Maintain an Information Security Policy</i>	<ol style="list-style-type: none">12. Maintain a policy that addresses information security for all personnel

Summary of the Assessment

- Protiviti team performed onsite and remote fieldwork between February 13, 2017 through October 26, 2017.
- Two 90-day extensions were granted to CFX by BAMS due to turnover in the IT department. Two principal employees who led the PCI efforts at CFX left the company during the PCI fieldwork.
- Fieldwork was conducted through a variety of methods including documentation review, interviews, technical analysis, and physical investigation.
- All CFX individuals involved were extremely helpful and well attuned to the importance of the assessment.





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CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM:  Joseph L. Passiatore, General Counsel

DATE: February 20, 2018

RE: Corrected Amount for Design and Engineering in Third Party Funding Agreement with Osceola County

INTRODUCTION

Subsequent to last month's Board approval of the Third Party Funding Agreement ("TPFA") with Osceola County, the Parties determined that the amount allocated for Design and Engineering required a change from \$500,000 to \$1,060,670. This change is necessary due to the matching funds formula agreed upon by Florida Department of Transportation and Osceola County in their Joint Planning Agreement.

The Osceola County Commission has now approved the TPFA and the Osceola County Expressway Authority has approved using the "CFX Concept, Feasibility, and Mobility Studies General Location Map" for the determination of eligible parcels. Approval of the above change will allow CFX staff to proceed with potential acquisitions with the assurance that they are reimbursable.

REQUESTED ACTION

Approval of attached corrected Page 8 to the TPFA with Osceola County allocating \$1,060,670 for Design and Engineering costs and authorizing the Chairman to execute the Agreement.

Attachment: Corrected Page 8.

JLP/mi
cc: Laura Kelley, Executive Director
Glenn Pressimone, Director of Engineering

(1) acquire the Parkway Extension Property and deliver a special warranty deed, fully executed by the seller, conveying the subject Parkway Extension Property to the County; and

(2) submit a requisition to FDOT for the FDOT Share of the Settlement Amount; provided that the aggregate amount requisitioned from FDOT shall not exceed the FDOT ROW Funds.

(G) Upon FDOT's approval of the requisition submitted pursuant to the foregoing subsection (F), the County shall submit a requisition to FRI for the FRI/AAF Share of the Settlement Amount; provided that if the requisition to FDOT is restricted by the aggregate limitation set forth in the proviso to the foregoing clause (2), the requisition to FRI shall be reduced proportionately.

(H) Within five Business Days of receiving payment of a requisition submitted pursuant to the foregoing subsections (F) and (G), the County shall remit the sums received to CFX.

SECTION 6. DESIGN AND ENGINEERING.

(A) CFX shall select design engineers for the Osceola Parkway Extension (the "Design Engineers") pursuant to Section 287.055, Florida Statutes, and in accordance with its own procurement rules and procedures. CFX's procurement process shall constitute an intergovernmental cooperative purchase for purposes of the County's procurement code. The County and CFX shall enter into a three-party agreement with the Design Engineers (the "Design Agreement").

(1) The County's obligation under the Design Agreement shall be limited to payment of the first \$1,060,670 invoiced by the Design Engineers (the "County Payment Obligation").

(2) Prior to satisfaction of the County's Payment Obligation, copies of all documentation provided by the Design Engineers to CFX, including invoices, shall be provided to the County's Executive Director of Transportation & Transit and the County's Executive Director of Transportation & Transit shall be notified of and entitled to attend all meetings with the Design Engineers.

(B) Prior to satisfaction of the County's Payment Obligation, CFX shall wire funds to the County in an amount equal to each invoice, but not more than \$1,060,670 in the aggregate, to the County within ten Business Days of receipt of the invoice, to advance fund the County's Payment Obligation.

(C) The County shall pay the invoice amount, but not more than \$1,060,670 in the aggregate, in compliance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

(D) Upon payment of invoices, as required by the foregoing subsection (C), the County shall submit a requisition to FDOT for the FDOT Share of the amount paid by the County.

Agreement Approved
by Board at the
February 8, 2018
Board Meeting

INTERLOCAL AGREEMENT FOR THIRD-PARTY FUNDING

By and Between

OSCEOLA COUNTY, FLORIDA

AND

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

joined for limited purposes by

FIRST AMERICAN TITLE INSURANCE COMPANY

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INTERLOCAL AGREEMENT FOR THIRD-PARTY FUNDING

THIS INTERLOCAL AGREEMENT FOR THIRD-PARTY FUNDING (this "Funding Agreement") is made and entered into as of February 20, 2018, by and between Osceola County, a charter county and political subdivision of the State of Florida (referred herein to as the "County") and the Central Florida Expressway Authority, a public body corporate and politic created and existing pursuant to Florida Statutes Chapter 348, Part III ("CFX," and, together with the County and CFX, the "Parties") and joined for limited purposes by First American Title Insurance Company, a Florida corporation.

WITNESSETH:

WHEREAS, the County, CFX and the Osceola County Expressway Authority ("OCX") have entered into an Interlocal Agreement as of August 15, 2016 (the "Transition Agreement"), relating to various projects included in the OCX 2040 Master Plan, including the Osceola Parkway Extension from West of Boggy Creek Road to the Proposed Northeast Connector Expressway, including a proposed additional segment to the Osceola Parkway Extension Project commencing at the current terminus of the Osceola Parkway Extension Project as presently proposed in the Osceola County Expressway Authority Master Plan and extending east to a point which is approximately two miles east thereof to a point of intersection with a proposed new north-south arterial, which project is the subject of a project development and environment study conducted under FPID 432134-1-22-01, in Fiscal Year 2016/2017, said project being known as FM #439193-1-38-01 and FM #439193-1-48-01 (the "Osceola Parkway Extension"); and

WHEREAS, upon compliance with certain conditions, which the County and CFX acknowledge and agree have been satisfied, Section 4.03(C)(4) of the Transition Agreement requires the County to make all reasonable efforts to arrange for the transfer of any funds available from any governmental or non-governmental third party for the study, design, acquisition, financing, right-of-way acquisition or construction of the Osceola Parkway Extension to the payment of costs incurred by CFX in connection with the Osceola Parkway Extension; provided that any such transfer shall be subject to the terms, conditions and limitations under which such funds will be received by the County; and

WHEREAS, Section 4.03(C)(4) of the Transition Agreement further provides that the County and CFX may, by written agreement, mutually agree to provide for an alternative arrangement with respect to such funds; and

WHEREAS, \$33 million has been appropriated to the State of Florida Department of Transportation ("FDOT") for the design and acquisition of right-of-way for the Osceola Parkway Extension (the "FDOT Funds") that must be expended directly by the County; and

WHEREAS, an additional \$37 million has been placed in an escrow account by Farmland Reserve, Inc., a Utah nonprofit corporation ("FRI"), and All Aboard Florida – Operations, Inc., a Delaware limited liability company ("AAF") for the design and acquisition of right-of-way for the Osceola Parkway Extension (the "FRI/AFF Reimbursement Funds") that must be disbursed on a proportionate share basis with the FDOT Funds; and

WHEREAS, the County and CFX desire to enter into this Funding Agreement to provide an alternative arrangement for handling the FDOT Funds and FRI/AAF Funds, as contemplated by Section 4.03(C)(4) of the Transition Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt of which is hereby acknowledged, the Parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

SECTION 1. RECITALS. The County and CFX acknowledge and agree that the foregoing recitals are true and correct and by this reference incorporated and made a part of this Funding Agreement.

SECTION 2. REPRESENTATIONS OF THE PARTIES.

(A) The County makes the following representations as the basis for the undertakings on the part of the CFX herein contained.

(1) The County is duly organized and validly existing as a political subdivision of the State.

(2) The County has full power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(3) The County is not in default under any provisions of the laws of the State of Florida (the "State") that are material to the performance of its obligations under this Agreement.

(4) The County has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by CFX, this Agreement constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(5) To the County's knowledge, the authorization, execution and delivery of this Agreement and the compliance by the County with the provisions of this Agreement will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree or order, or any provision of the Constitution or laws of the State relating to the County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound.

(6) To the County's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the County, threatened against or affecting the County, wherein an unfavorable decision, ruling or finding would materially adversely affect the

transactions contemplated hereby, or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(B) CFX makes the following representations as the basis for the undertakings on the part of the County herein contained.

(1) CFX is duly organized and validly existing as a public body corporate and politic.

(2) CFX has full power to enter into the transactions contemplated by this Agreement, and to carry out its obligations hereunder.

(3) CFX is not in default under any provisions of the laws of the State that are material to the performance of its obligations under this Agreement.

(4) CFX has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by the County, this Agreement constitutes a valid and legally binding obligation of CFX, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(5) To CFX's knowledge, the authorization, execution and delivery of this Agreement and the compliance by CFX with the provisions of this Agreement will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree or order, or any provision of the Constitution or laws of the State relating to CFX or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which CFX is subject or by which it is bound.

(6) To CFX's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of CFX, threatened against or affecting CFX, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which CFX is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 3. AVAILABILITY OF THIRD-PARTY FUNDS.

(A) The FDOT Funds have been made available to the County under the terms of the Amendment to Joint Participation Agreement between the State of Florida Department of Transportation and Osceola County dated February 20, 2018 (the "JPA"). Pursuant to the JPA, \$500,000 of the FDOT Funds must be used for design (the "FDOT Design Funds") and \$32,500,000 of the FDOT Funds must be used for right-of-way acquisition (the "FDOT ROW Funds").

(B) The FRI/AAF Funds are made available to the County under the terms of the Osceola Parkway Extension Agreement dated May 12, 2015 (the "Extension Agreement") among FDOT, FRI and AAF, the Escrow Agreement dated December 8, 2015 (the "Escrow Agreement") among FRI, AAF and First American Title Insurance Company ("FATIC"), and the Agreement between Farmland Reserve, Inc. and Osceola County dated February 20, 2018 (the "FRI Agreement" and, together with the Extension Agreement and the Escrow Agreement, the "FRI/AAF Reimbursement Agreements"). Pursuant to the FRI/AAF Reimbursement Agreements, the FRI/AAF Funds will be available to fund design and right-of-way acquisition for the Osceola Parkway Extension on the following proportionate share basis: FDOT Funds – 47.14 percent (the "FDOT Share"), and FRI/AAF Funds – 52.86 percent (the "FRI/AAF Share").

SECTION 4. CFX ESCROWED FUNDS. Due to the fact that the FDOT Funds and FRI/AAF Funds are being provided to the County on a reimbursement basis, and in an effort to expedite design and right-of-way acquisition for the Osceola Parkway Extension, CFX shall deposit the amounts required by Sections 5 and 6 hereof (the "CFX Escrow Funds"), to be held and disbursed in accordance with the terms and conditions set forth therein. FATIC hereby agrees to act as escrow agent pursuant to the provisions of this Section, and to hold, safeguard and disburse the CFX Escrow Funds pursuant to the terms and conditions set forth in Sections 5 hereof. The CFX Escrow Funds shall be deposited and maintained in a non-interest-bearing account until disbursement thereof.

(A) FATIC agrees to perform all of the duties assigned to it under Sections 5 hereof, but shall not be liable for good faith actions or omissions hereunder, except for its own gross negligence or willful misconduct and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against Escrow Agent, CFX hereto shall indemnify and hold harmless Escrow Agent (and any successor Escrow Agent) from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with this Section. Without limiting the foregoing, Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any cash held by it hereunder in good faith, in accordance with the terms hereof, including, without limitation, any liability for any delays (not resulting from its gross negligence or willful misconduct) in the investment or reinvestment of the CFX Escrow Funds or any loss of interest incident to any such delays.

(B) Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that the person or entity purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice.

(C) Escrow Agent (and any successor Escrow Agent) may at any time resign as such by delivering the balance of the undisbursed CFX Escrow Funds to any successor Escrow Agent designated by CFX and approved by the County (which approval shall not be withheld

unreasonably) in writing, or to any court of competent jurisdiction, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Funding Agreement. The resignation of Escrow Agent will take effect on the earlier of (1) the appointment of a successor (including by a court of competent jurisdiction), or (2) the day which is thirty days after the date of delivery of its written notice of resignation to the Parties hereto. If, at that time, Escrow Agent has not received a designation of a successor Escrow Agent, Escrow Agent's sole responsibility after that time shall be to retain and safeguard the CFX Escrow Funds until receipt of a designation of successor Escrow Agent or a joint written disposition instruction by the Parties hereto or a final, non-appealable order of a court of competent jurisdiction.

(D) In the event of any disagreement between the Parties hereto resulting in adverse claims or demands being made in connection with the CFX Escrow Funds or in the event that Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent shall be entitled to retain the CFX Escrow Funds until Escrow Agent shall have received (1) a final, non-appealable order of a court of competent jurisdiction directing delivery of the CFX Escrow Funds, or (2) a written agreement executed by the Parties hereto directing delivery of the CFX Escrow Funds, in which event Escrow Agent shall disburse the CFX Escrow Funds in accordance with such order or agreement. Any court order shall be accompanied by a legal opinion by counsel for the presenting party satisfactory to Escrow Agent to the effect that the order is final and non-appealable. Escrow Agent shall act on such court order and legal opinion without further question.

(E) CFX shall pay Escrow Agent compensation for the services rendered by Escrow Agent hereunder at the following rates, and shall further reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in performance of its duties hereunder (including reasonable fees, expenses, and disbursements of its counsel).

Administrative/set-up fee: \$3,000.00

Annual accounting fee: \$1,000.00 (includes monthly statements, if requested)

Annual renewal fee: \$750.00

Per draw fee: \$75.00

CFX shall also be responsible for payment of the fees and disbursements or any successor Escrow Agent.

(F) It is expressly understood and agreed that should the JPA or the Extension Agreement be terminated, this Funding Agreement shall be deemed terminated, and the Parties shall be released from any and all obligations arising hereunder. In such event and to the extent that the CFX Escrow Funds have been deposited into escrow with FATIC, those funds shall be immediately returned to CFX in full, with interest, if applicable and without setoff.

(G) This Section expressly sets forth or incorporates by reference all the duties of Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Funding Agreement against Escrow Agent.

SECTION 5. RIGHT-OF-WAY ACQUISITION.

(A) CFX shall identify parcels of property that are necessary for construction of the Osceola Parkway Extension and eligible for funding under the JPA and FRI/AAF Reimbursement

Agreements, including but not limited to right-of-way and related easement, license, drainage and/or temporary construction rights (the "Parkway Extension Property"). All Parkway Extension Property proposed for acquisition prior to January 1, 2019, shall be within the general corridor identified for the Osceola County Parkway Extension as depicted in Appendix A, entitled "CFX Concept, Feasibility, & Mobility Studies General Location Map," unless the corridor is altered in compliance with Section 4.01(B) of the Transition Agreement. All Parkway Extension Property proposed for acquisition shall be within the general corridor identified for the Osceola County Parkway Extension as depicted in Appendix A, entitled "CFX Concept, Feasibility, & Mobility Studies General Location Map.

(B) CFX shall negotiate the business terms for acquisition of Parkway Extension Property by the County and prepare an acquisition agreement (each an "Acquisition Agreement"). Upon completion of each Acquisition Agreement and approval of the form thereof by the County Attorney, which approval shall not be withheld unreasonably, the Executive Director will submit a written request for acquisition to the County Manager, including a copy of the Acquisition Agreement that has been fully executed by the owner or owners of the property to be acquired. CFX agrees to provide Osceola County with a copy of its due diligence file for such portion of the Osceola Parkway Extension ROW, which shall include title reports, feasibility studies, appraisals, and such other documents as Osceola County may request. Each Acquisition Agreement will be presented to the Board of County Commissioners and, following approval by the Board of County Commissioners, executed by the County.

(C) Not later than five Business Days prior to the settlement date established pursuant to each Acquisition Agreement (each a "Closing Date"):

(1) the County shall notify CFX of the Closing Date and the total amount required to satisfy the County's obligation under the Acquisition Agreement, which shall include but not be limited to the purchase price and all fees and expenses (including legal fees and expenses of counsel for the County, if any) that may be due at the closing (the "Settlement Amount"); and

(2) the County shall deliver a special warranty deed, fully executed by the County, conveying the subject Parkway Extension Property to CFX.

For purposes of this Funding Agreement, the term "Business Day" means any day other than a Saturday, Sunday or a day on which commercial banking institutions are authorized or required by law, regulation or executive order to be closed in the State of Florida.

(D) Not later than two Business Days prior to the Closing Date, CFX will wire the Settlement Amount to FATIC.

(E) On the Business Day prior to the Closing Date, FATIC will wire the Settlement Amount to the County to advance fund the County's obligation under the Acquisition Agreement.

(F) On the Closing Date, the County shall

removed and substituted

(1) acquire the Parkway Extension Property and deliver a special warranty deed, fully executed by the seller, conveying the subject Parkway Extension Property to the County; and

(2) submit a requisition to FDOT for the FDOT Share of the Settlement Amount; provided that the aggregate amount requisitioned from FDOT shall not exceed the FDOT ROW Funds.

(G) Upon FDOT's approval of the requisition submitted pursuant to the foregoing subsection (F), the County shall submit a requisition to FRI for the FRI/AAF Share of the Settlement Amount; provided that if the requisition to FDOT is restricted by the aggregate limitation set forth in the proviso to the foregoing clause (2), the requisition to FRI shall be reduced proportionately.

(H) Within five Business Days of receiving payment of a requisition submitted pursuant to the foregoing subsections (F) and (G), the County shall remit the sums received to CFX.

SECTION 6. DESIGN AND ENGINEERING.

(A) CFX shall select design engineers for the Osceola Parkway Extension (the "Design Engineers") pursuant to Section 287.055, Florida Statutes, and in accordance with its own procurement rules and procedures. CFX's procurement process shall constitute an intergovernmental cooperative purchase for purposes of the County's procurement code. The County and CFX shall enter into a three-party agreement with the Design Engineers (the "Design Agreement").

(1) The County's obligation under the Design Agreement shall be limited to payment of the first \$500,000 invoiced by the Design Engineers (the "County Payment Obligation").

(2) Prior to satisfaction of the County's Payment Obligation, copies of all documentation provided by the Design Engineers to CFX, including invoices, shall be provided to the County's Executive Director of Transportation & Transit and the County's Executive Director of Transportation & Transit shall be notified of and entitled to attend all meetings with the Design Engineers.

(B) Prior to satisfaction of the County's Payment Obligation, CFX shall wire funds to the County in an amount equal to each invoice, but not more than \$500,000 in the aggregate, to the County within ten Business Days of receipt of the invoice, to advance fund the County's Payment Obligation.

(C) The County shall pay the invoice amount, but not more than \$500,000 in the aggregate, in compliance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

(D) Upon payment of invoices, as required by the foregoing subsection (C), the County shall submit a requisition to FDOT for the FDOT Share of the amount paid by the County.

(E) Upon FDOT's approval of the requisition submitted pursuant to the foregoing subsection (D), the County shall submit a requisition to FRI for the FRI/AAF Share of the amount paid by the County.

(F) Within five Business Days of receiving payment of the requisitions required by the foregoing subsections (D) and (E), the County shall remit the sums received to CFX.

SECTION 7. JPA REQUIREMENTS. Except as otherwise set forth in this Funding Agreement, CFX agrees to satisfy all of the requirements imposed upon the County in the JPA.

SECTION 8. INTERLOCAL AGREEMENT PROVISIONS. To the extent any provision of this Funding Agreement constitutes a joint exercise of power, privilege or authority by and between the County and CFX, such provision shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969. This Funding Agreement shall be recorded with the Clerk of the Circuit Court of Osceola County and the Clerk of the Circuit Court of Orange County.

SECTION 9. DISPUTE RESOLUTION.

(A) The Parties agree to resolve any dispute related to the interpretation, performance or enforcement of this Agreement as outlined in this Section. Any Party may initiate the dispute resolution process by providing written notice to the other Party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If the Parties fail to resolve the dispute within 60 days of notice, the Parties shall attempt to resolve the dispute pursuant to the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, before filing suit related to the interpretation, performance or enforcement of this Agreement.

SECTION 10. JOINDER OF FATIC. FATIC joins in the execution of this Funding Agreement for the sole purpose of agreeing to be bound by the provisions set forth in Sections 4 hereof and perform the obligations assigned to FATIC in Sections 5 hereof.

SECTION 11. BINDING EFFECT. This Funding Agreement shall inure to the benefit of and shall be binding upon Parties hereto and their respective successors and assigns.

SECTION 12. SEVERABILITY. If any provision of this Funding Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 13. AMENDMENTS, CHANGES AND MODIFICATIONS. No modification alteration or amendment to this Funding Agreement shall be binding upon any Party until such modification, alteration or amendment is reduced to writing and executed by all Parties hereto and filed in the Official Records of Orange County, Florida and Osceola County, Florida.

SECTION 14. EXECUTION IN COUNTERPARTS. This Funding Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 15. APPLICABLE LAW. This Funding Agreement is made pursuant to Section 163.01, et seq., Florida Statutes, and shall be governed by and construed in accordance with the law of the State of Florida.

SECTION 16. IMMUNITY OF OFFICERS, EMPLOYEES AND MEMBERS. No recourse shall be had for any payment due hereunder or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Funding Agreement against any past, present or future officer, member, employee, director or agent of any of the Parties hereto as such, either directly or through a Party hereto, or any successor public or private corporation or entity thereto under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Funding Agreement.

SECTION 17. CAPTIONS. The captions or headings in this Funding Agreement are for convenience only and are not intended to define, limit or describe the scope or intent of any provisions or sections of this Funding Agreement.

SECTION 18. PUBLIC AGENCIES. At all times prior to and during the term of this Funding Agreement, each of the Parties hereto shall constitute a "public agency" as that term is defined in Section 163.01(3)(b), Florida Statutes.

SECTION 19. ENTIRE AGREEMENT. This Funding Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 20. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Parties at the following addresses:

Osceola County, Florida:

Attn.: County Manager
County Attorney
1 Courthouse Square
Suite 4500
Kissimmee, FL 34741

Central Florida Expressway Authority:

Attn.: Executive Director
General Counsel
4974 Orl Tower Road
Orlando, Florida 32807

Either of the Parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola, Florida, has caused this Funding Agreement to be executed by its duly authorized officers as of February 20, 2018.

OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair
Board of County Commissioners

(SEAL)

ATTEST:

Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

IN WITNESS WHEREOF, the Central Florida Expressway Authority has caused this Funding Agreement to be executed and attested by its duly authorized officers as of February 20, 2018.

Two Witnesses as to CFX:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

(Printed Name) _____

By: _____

Attest:

(Printed Name) _____

By: _____

IN WITNESS WHEREOF, First American Title Insurance Company has caused this Funding Agreement to be executed and attested by its duly authorized officers as of February 20, 2018, for the limited purposes set forth in Section 9 hereof.

Two Witnesses as to FATIC:

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

(Printed Name) _____

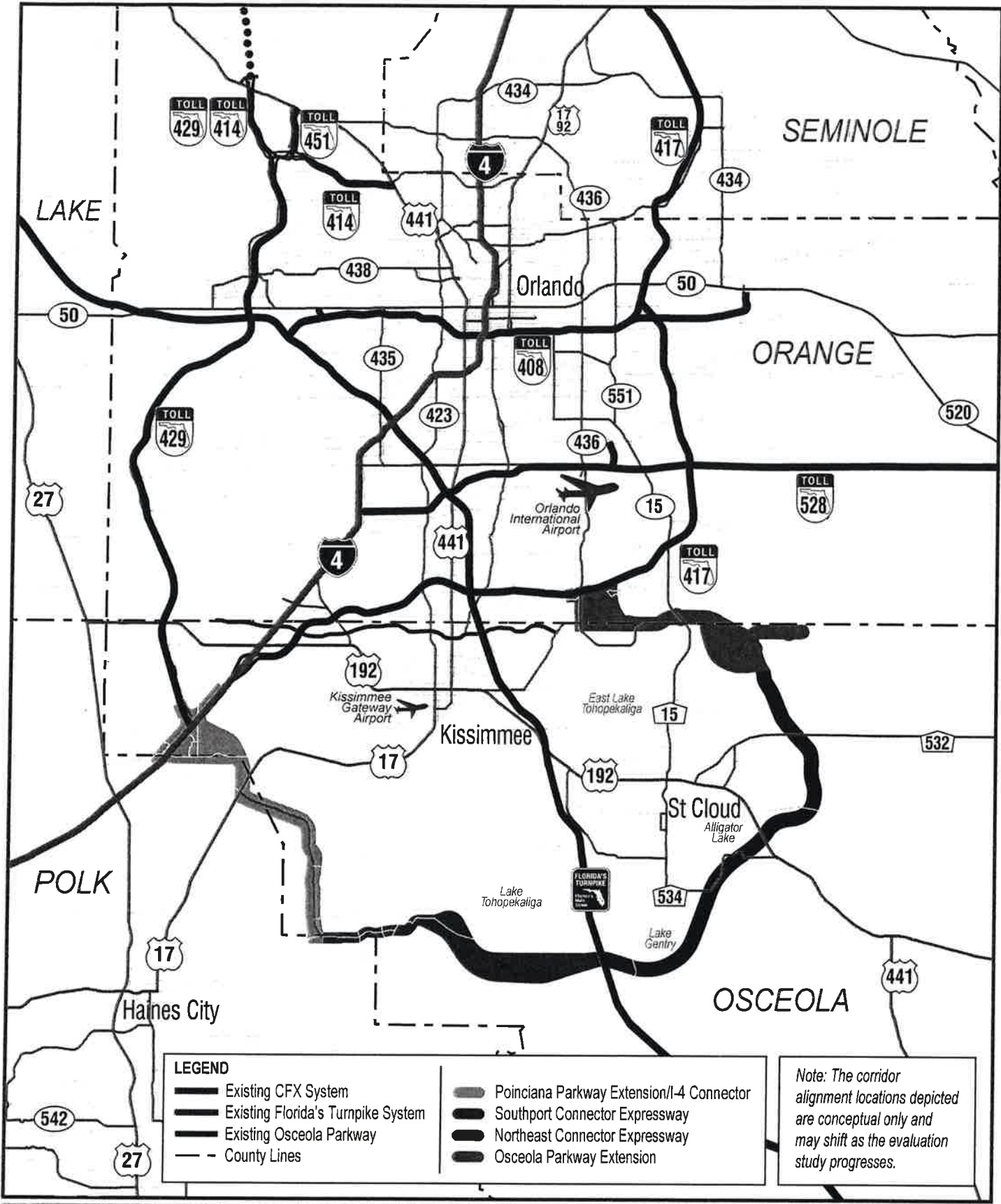
By: _____

Attest:

(Printed Name) _____

By: _____

APPENDIX A
DEPICTION OF OSCEOLA PARKWAY EXTENSION CORRIDOR



LEGEND

Existing CFX System	Poinciana Parkway Extension/I-4 Connector
Existing Florida's Turnpike System	Southport Connector Expressway
Existing Osceola Parkway	Northeast Connector Expressway
County Lines	Osceola Parkway Extension

Note: The corridor alignment locations depicted are conceptual only and may shift as the evaluation study progresses.

CONSENT AGENDA ITEM

#8

MATEER HARBERT, P.A.
225 East Robinson Street, Ste. 600
Orlando, Florida 32801
Telephone (407) 425-9044
Facsimile (407) 423-2016


MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Jay W. Small, Right of Way Counsel
Mateer Harbert, P.A.

DATE: February 20, 2018

RE: S.R. 429 Wekiva Parkway, Project 429-203; Project Orlando, LLC; Parcels 197/897;
Settlement of Vickie Davis' Supplemental Attorneys' Fees.



Mateer & Harbert, P.A., Right of Way Counsel, seeks this Board's approval of a settlement of supplemental attorneys' fees claimed by Respondent, Vicki Davis d/b/a Bay Hills Equestrian Center ("Davis"). Davis was the tenant on the parent tract of property owned by Project Orlando, LLC ("Project Orlando").

INTRODUCTION

Subject to approval by the Board of the Central Florida Expressway Authority ("CFX") and its Right of Way Committee, the undersigned Right of Way Counsel and Davis' counsel have negotiated a settlement of Davis' supplemental attorneys' fees in the amount of \$2,000.00. This settlement resolves all remaining claims of Davis.

PROCEDURAL HISTORY

On January 4, 2017, CFX and Davis entered into a Settlement Agreement. The Board approved this settlement on February 9, 2017, and a Stipulated Final Judgment as to the apportionment claim of Davis was entered by the Circuit Court on February 20, 2017.

After the Stipulated Final Judgment was entered by the Court on March 27, 2017, Project Orlando filed a motion for relief from that judgment. That motion was an unforeseen circumstance which was not anticipated by counsel for CFX or Davis when the Court entered the Stipulated Final Judgment. Project Orlando sought to set aside the Stipulated Final Judgment between CFX and Davis. A hearing on Project Orlando's motion was held on May 9, 2017, at which time the Court denied its motion.

Davis' counsel appeared at that hearing and argued in favor of the Court's denial of the motion and in support of CFX's legal position. Davis' attorneys submitted an informal letter request for payment of attorneys' fees under section 73.092(2), *Fla. Stat.* (2018), which allows an

award of attorneys' fees for "supplemental proceedings, when not otherwise provided" by statute. Under section 73.092(2), supplemental proceedings are those occurring *after* the entry of a final judgment. The fees Davis originally sought were \$8,697.50, and her counsel has agreed to accept supplement attorneys' fees of \$2,000.00, subject to Right of Way Committee and Board approval. As of the date of this Board memorandum and because of the ongoing settlement discussions, Davis' counsel has not filed a motion for supplement attorneys' fees.

Considering the amount in controversy, this proposed settlement avoids the potential that CFX will incur additional attorneys' fees and costs in challenging Davis' entitlement to supplement attorneys' fees or the amount thereof. CFX's attorneys' fees and costs may exceed the stipulated amount. Davis' counsel has signed the attached Settlement Agreement. A Stipulated Order Taxing Supplemental Fees, in substantially the form as Exhibit "A," will be entered by the Court if this recommended settlement agreement is approved by the Right of Way Committee and Board.

RECOMMENDATION

I respectfully request the Board's approval of a settlement in the amount of \$2,000.00, to settle the supplemental attorneys' fees and all other claim of Davis.

The Right of Way Committee recommended approval on February 28, 2018.

Attachments:

Diagram of the Wekiva Parkway

Aerial

Sketch of the Property

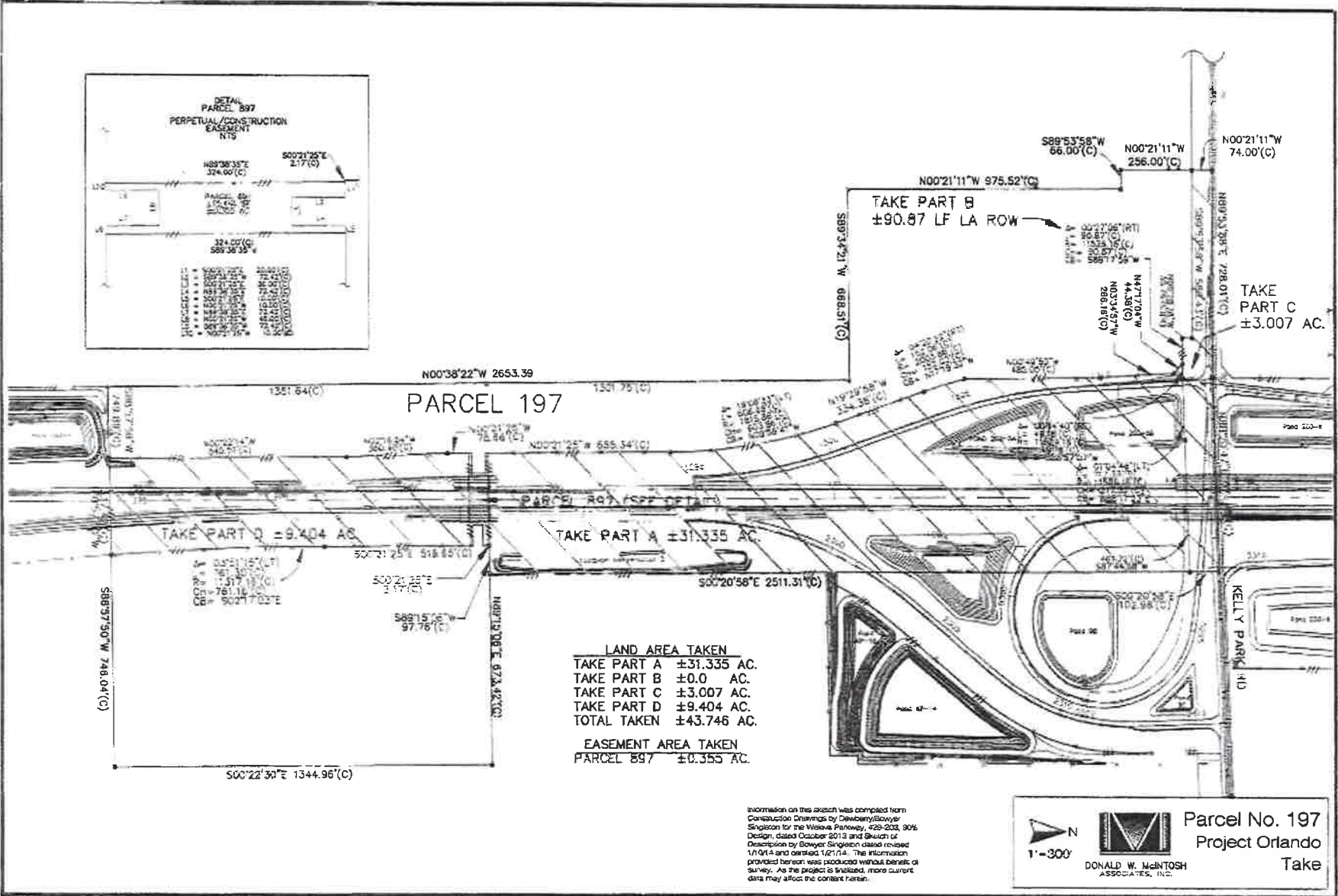
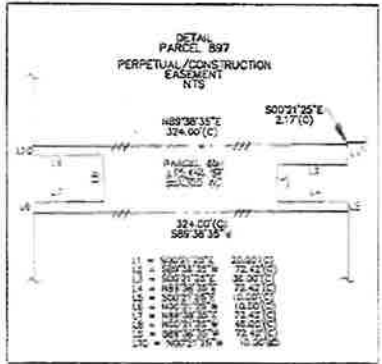
Settlement Agreement

Invoices regarding Davis' Counsel's Supplemental Attorneys' Fees

Exhibit "A" – Stipulated Order Taxing Supplemental Fees

REVIEWED BY: _____





Information on this sketch was compiled from Construction Drawings by Dewberry/Bowyer Singleton for the Welewa Parkway, 429-203, 90% Design, dated October 2013 and Section 15 Description by Bowyer Singleton dated revised 1/1/14 and dated 1/2/14. The information provided herein was produced without benefit of survey. As the project is finalized, more current data may affect the content herein.

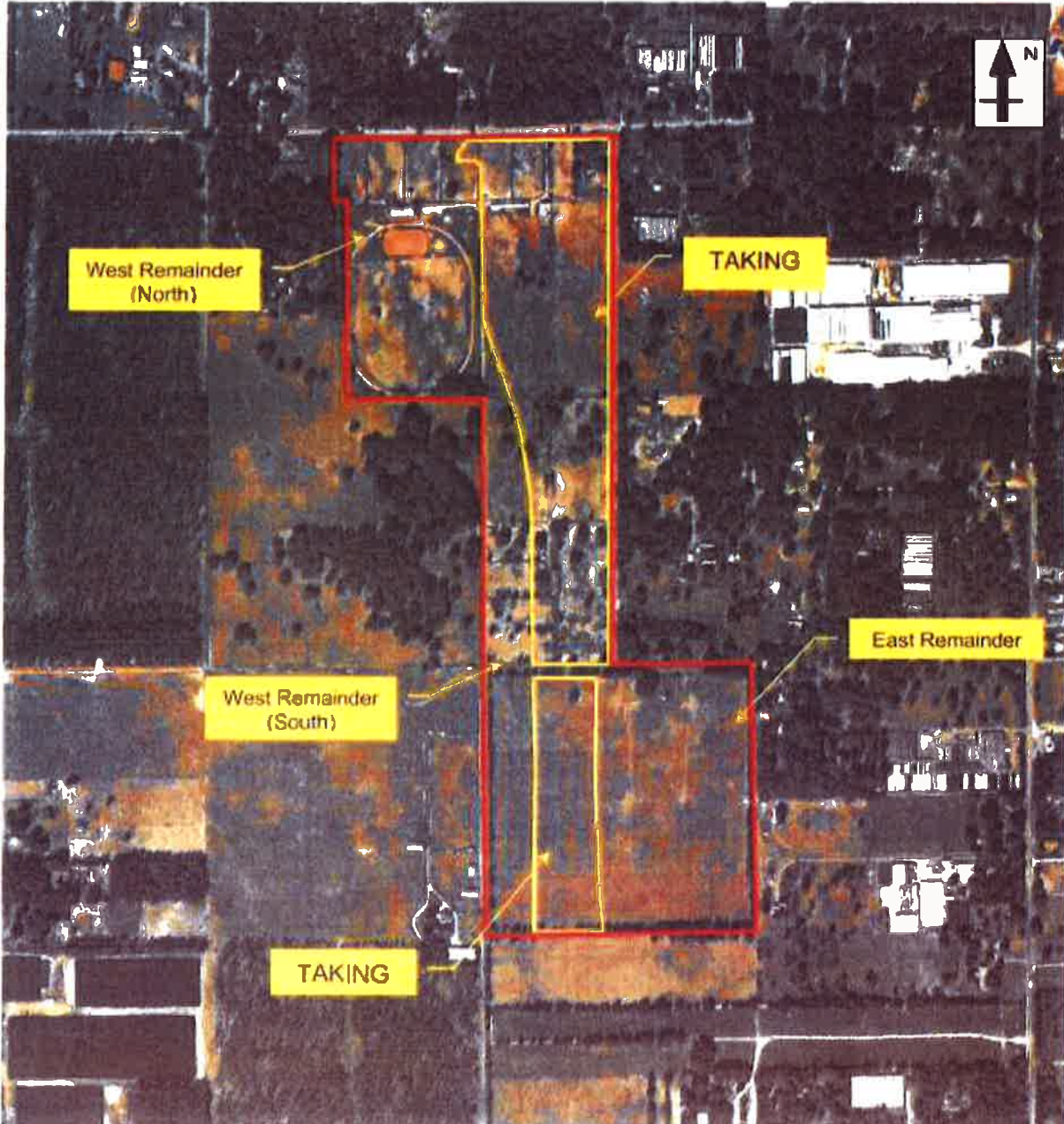
Parcel No. 197
Project Orlando
Take

1"=300'
DONALD W. McINTOSH ASSOCIATES, INC.

PARCEL NO.: 197 AND 897
OWNER: PROJECT ORLANDO, LLC
PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: AOPKA/ORANGE

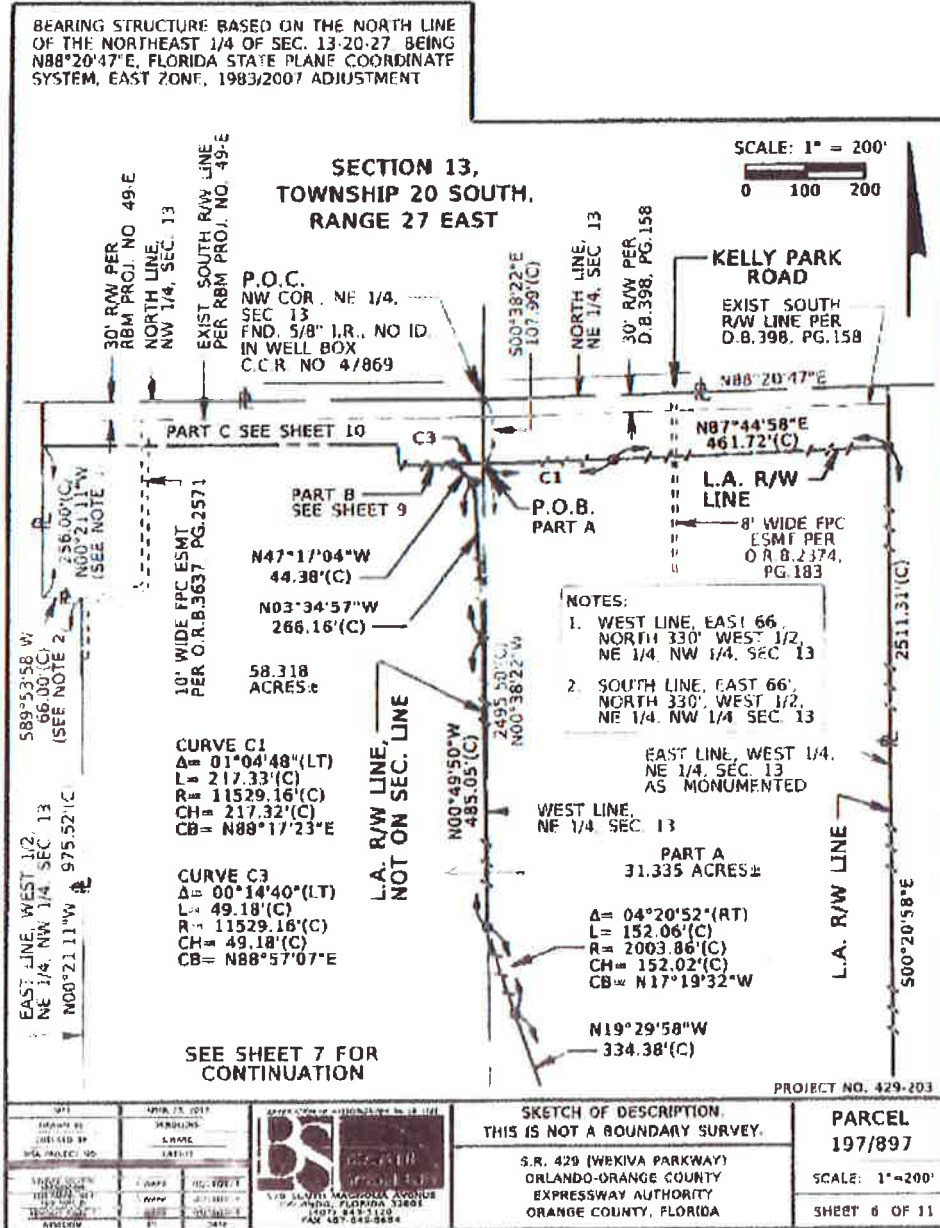
27

AERIAL PHOTO (ACQUISITION)



PARCEL NO.: 197 AND 897
 OWNER: PROJECT ORLANDO, LLC
 PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
 CITY/COUNTY: APOKA/ORANGE

PARCEL SKETCH OF THE ACQUISITION



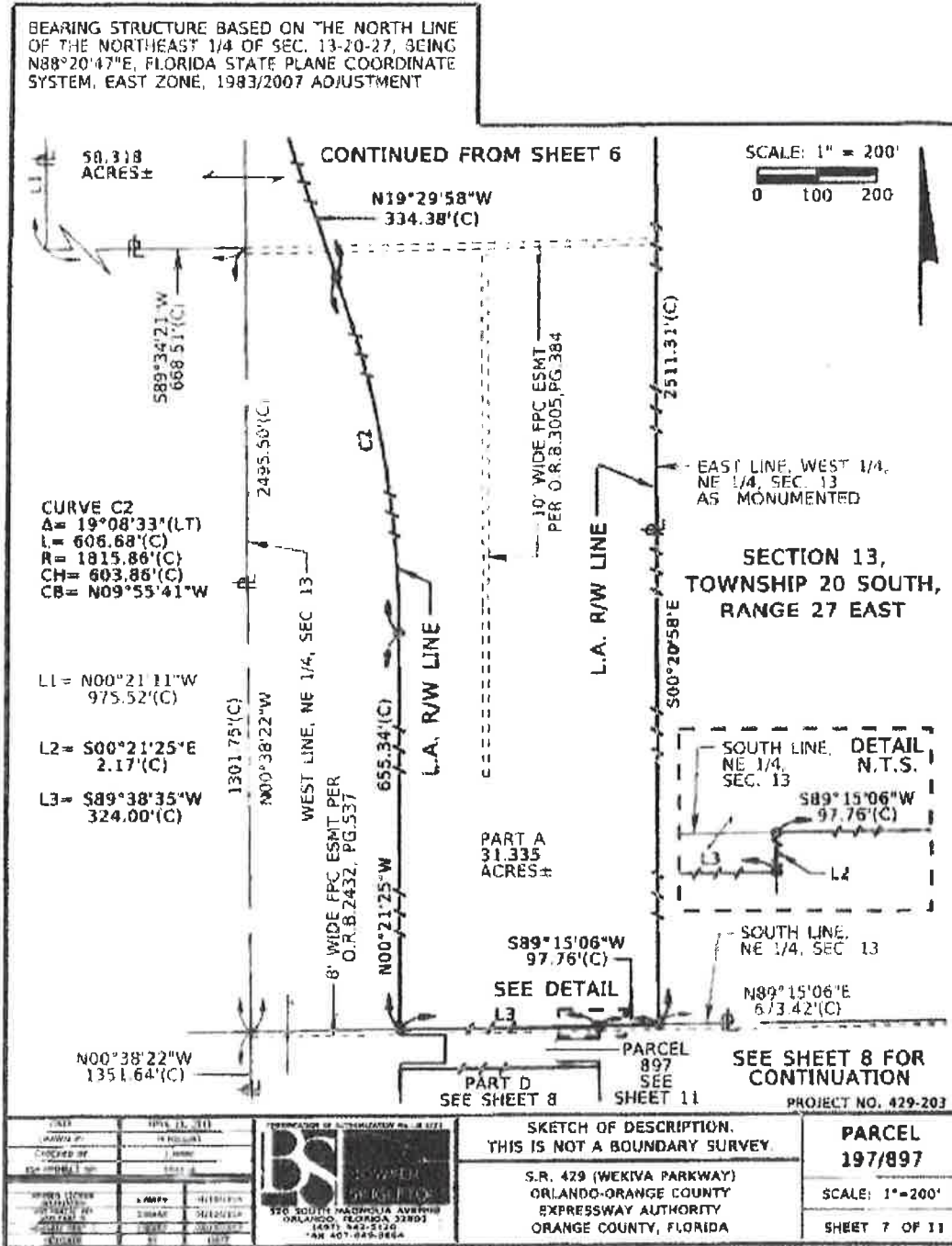
PARCEL NO.: 197 AND 897

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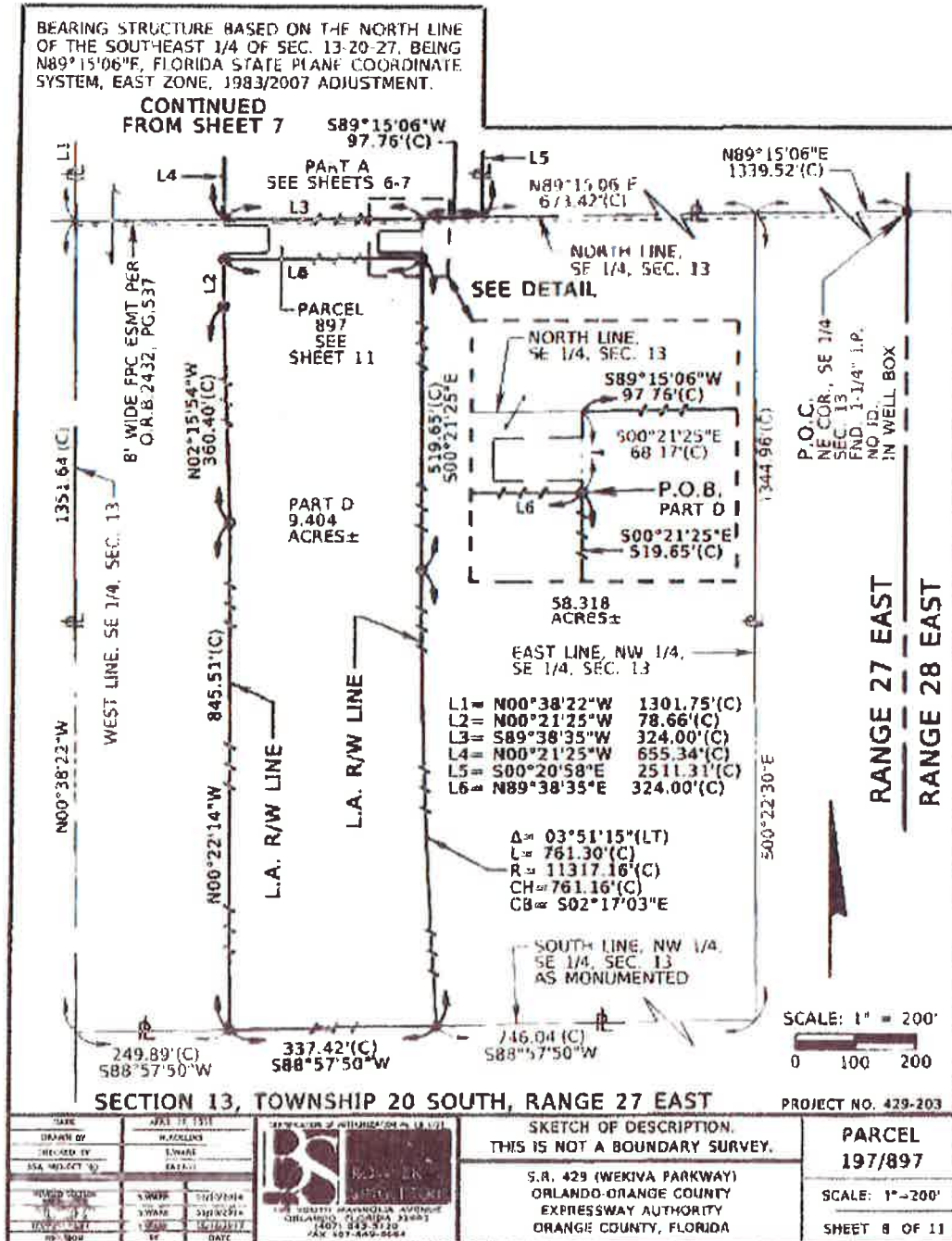
OWNER: PROJECT ORLANDO, LLC

PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203

CITY/COUNTY: APOPKA/ORANGE



PARCEL NO.: 197 AND 897
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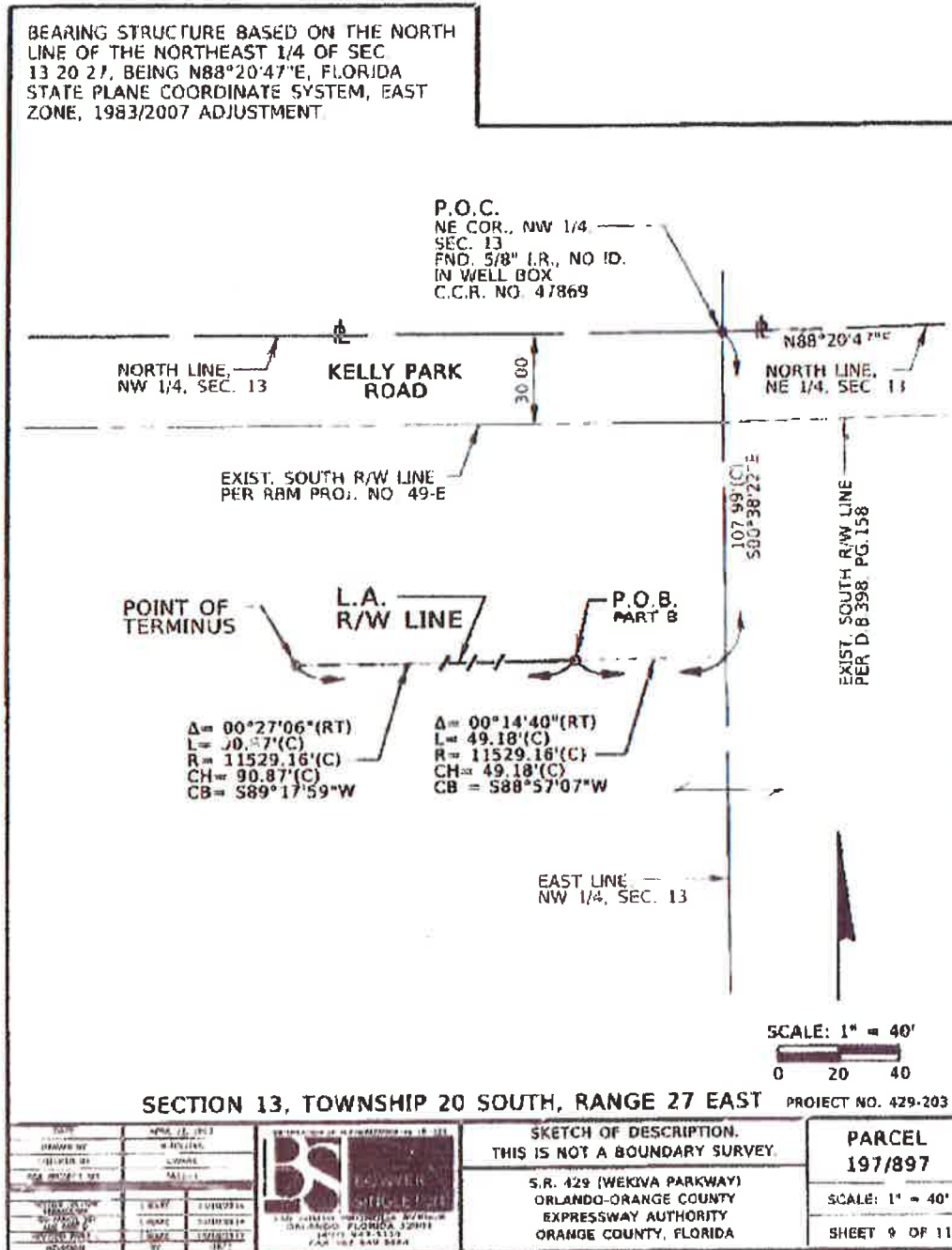
PARCEL NO.: 197 AND 897

31

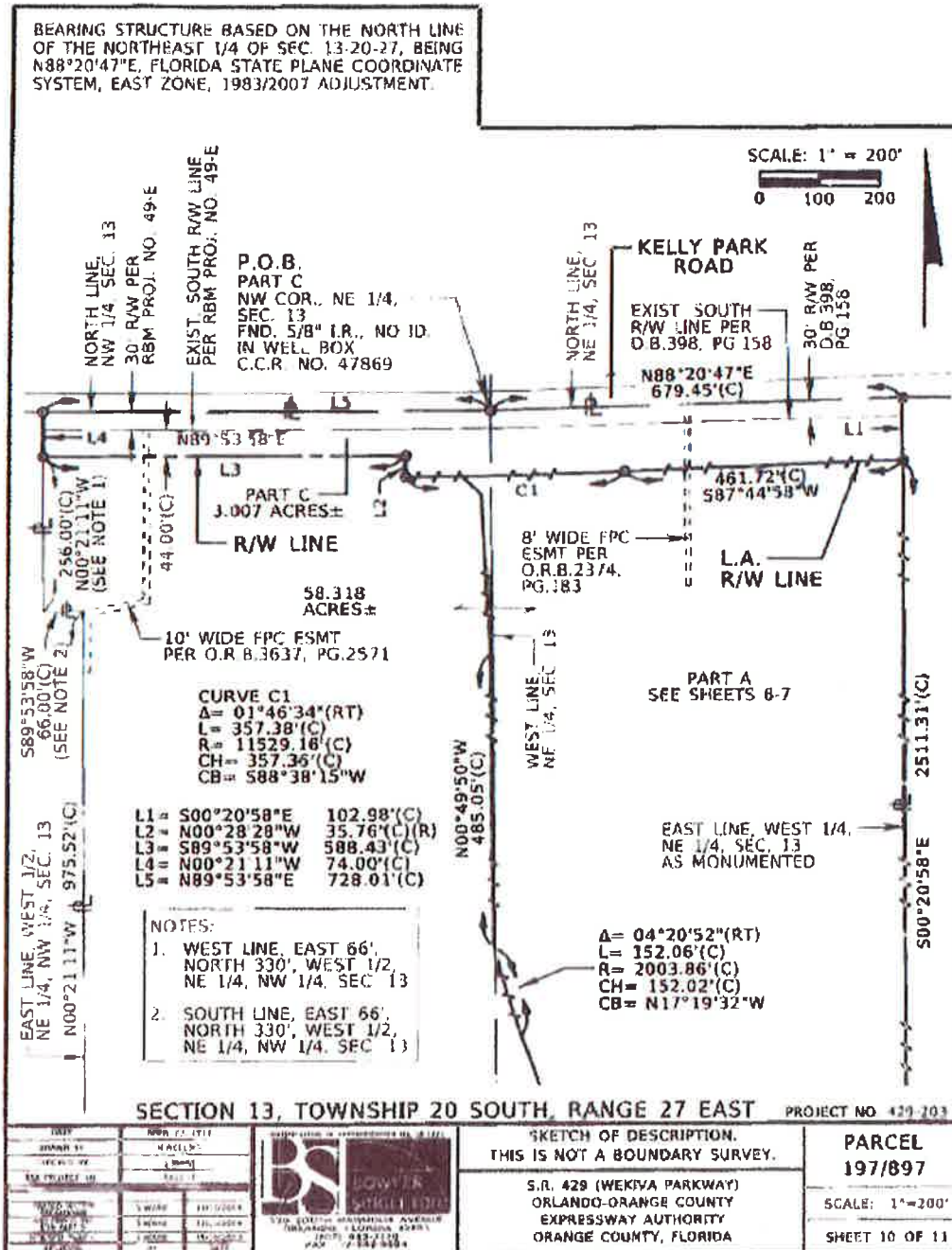
OWNER: PROJECT ORLANDO, LLC

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CITY/COUNTY: APOPKA/ORANGE



PARCEL NO.: 197 AND 897
 OWNER: PROJECT ORLANDO, LLC
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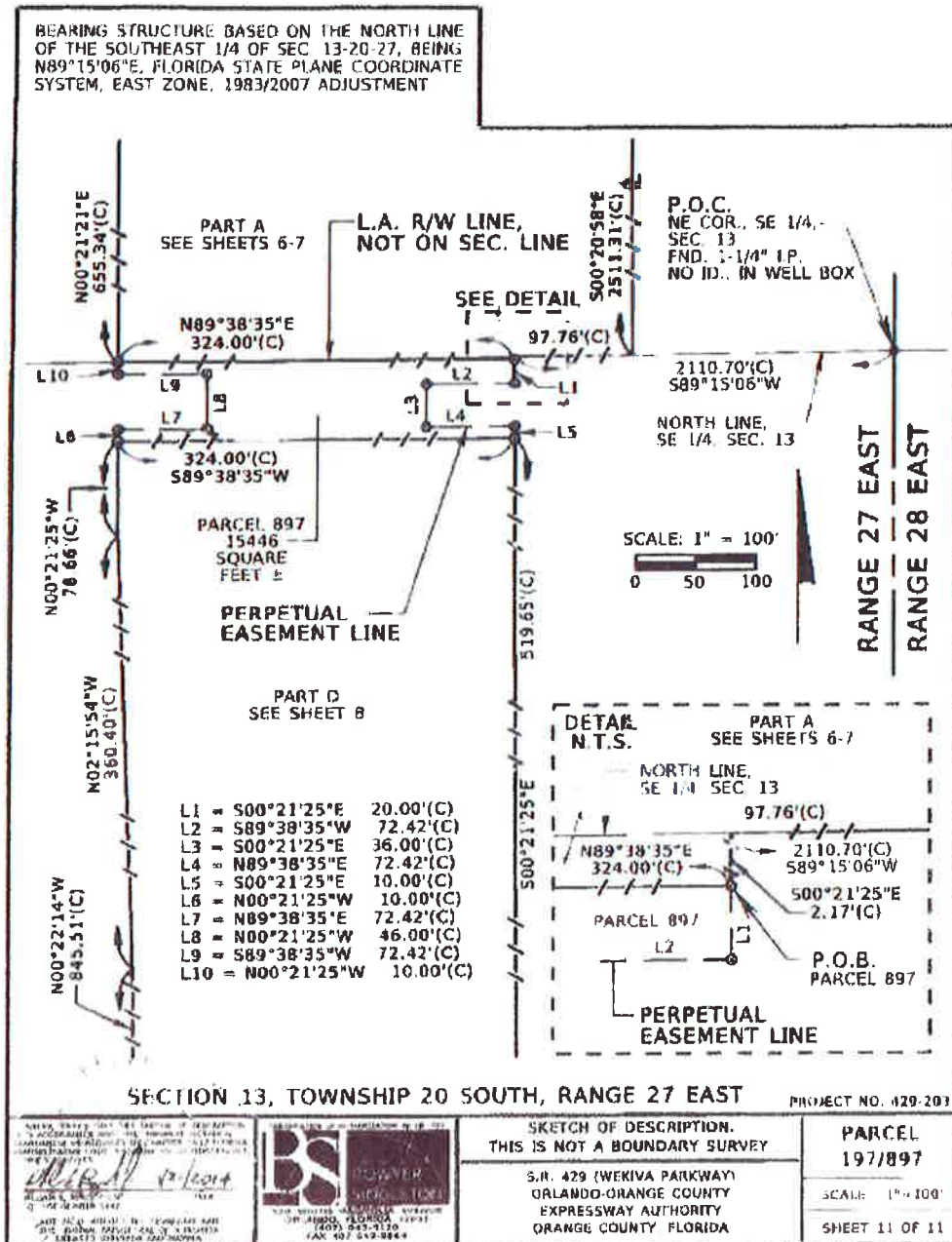
PARCEL NO.: 197 AND 897

33

OWNER: PROJECT ORLANDO, LLC

PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203

CITY/COUNTY: APOPKA/ORANGE



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

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY f/k/a ORLANDO-ORANGE
COUNTY EXPRESSWAY AUTHORITY,
a body politic and corporate, and an agency
of the state under the laws of the State of Florida,

CASE NO.: 2014-CA-5589-O
Parcels: 197/897

Petitioner,

v.

PROJECT ORLANDO, LLC, a Florida limited
Liability Company; VICKIE DAVIS d/b/a BAY
HILLS EQUESTRIAN CENTER; et al.,

Respondents.

SETTLEMENT AGREEMENT

Respondent, VICKIE DAVIS d/b/a BAY HILLS EQUESTRIAN CENTER ("Respondent"), and representatives of the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") have reached the following Settlement Agreement:

1. CFX will pay to Respondent the sum of Two Thousand Dollars exactly (\$2,000.00), in full settlement of all remaining claims for supplemental proceedings under §73.092(2), *Fla. Stat.*, (2018) including but not limited to, all attorneys' fees and costs incurred by Respondent in connection with that certain motion and hearing to set aside the Stipulated Final Judgment and Order of Apportionment between Respondent and CFX for the taking of Parcels 197/897 dated February 20, 2018.
2. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and CFX Board at the earliest practicable dates and is conditioned upon final approval by the ROW Committee and then the CFX Board.
3. 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.
4. Counsel CFX and Respondent will submit to the Court a Stipulated Final Order Taxing Supplemental Attorneys' 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. This settlement agreement shall resolve and all remaining claims of any nature whatsoever by Respondent against CFX in connection with the condemnation of Respondent's leasehold interest including, but not limited to, apportionment against any party having in this case having a property interest, costs, expert witness fees and costs relating to apportionment, supplemental proceedings, and all other costs of claims whatsoever of Respondent for the taking of Parcels 197/897.

6. This Settlement Agreement, executed by the parties and their counsel on this _____ day of February, 2018, contains all the agreements of the parties. This Settlement Agreement may be executed in counterparts, the aggregate of which shall constitute a single document, and electronic and/or facsimile signatures shall be deemed original signatures.

Print Name: _____
Central Florida Expressway Authority

Jay W. Small
Counsel for CFX

VICKIE DAVIS of/ w/ a Bay Hills Equestrian Center

Print Name: _____
Owner

[Signature]

A. Kurt Erdman
Counsel for Owner

LAW OFFICES

Fishback, Dominick, Bennett, Ardaman,
Ahlers, Langley & Geller LLP

1947 LEE ROAD
WINTER PARK, FLORIDA 32789-1834

Bill Number 98105

Vickie Davis
3727 Ocoee Apopka Road
Apopka, FL 32703

adv. Orlando-Orange County Expressway Authority
D451 23754

Balance Forward \$0.00

FOR PROFESSIONAL SERVICES RENDERED

02/28/2017	AKA	Instructions to Mr. Conley and Ms. Lindsay Re: Owner's objection to Stipulated Final Judgment.	0.30 hrs	\$150.00
02/28/2017	ML	Review emails regarding settlement; Conference with Mr. Ardaman re: Project Orlando's objection to same.	0.20 hrs	\$30.00
02/28/2017	CRC	Review file to determine disbursement date; Instructions to M. Lindsay regarding same; Review correspondence from J. De La Garza regarding conference call scheduling and request; Review stipulated final judgment; Discussions with K. Ardaman and M. Lindsay regarding same.	0.60 hrs	\$165.00
03/01/2017	CRC	Review file materials; Discussions with M. Lindsay regarding setoff and assignment issues and K. Bauerle's purported objections to same.	0.40 hrs	\$110.00
03/03/2017	AKA	Telephone Conference with Jay Small re: Bauerle's desire to challenge Summary Final Judgment; Instructions to Chris Conley.	0.60 hrs	\$300.00
03/20/2017	AKA	Telephone Conference with Expressway Authority attorney; E-mail from Expressway Authority attorney; Instructions to Sonia Gonzalez.	0.40 hrs	\$200.00
03/27/2017	AKA	Instructions to Mr. Conley Re: issues Re: Project Orlando's Motion for Relief from	0.30 hrs	\$150.00

		Judgment.		
03/27/2017	ML	Review electronic notification and Project Orlando's Motion for Relief from Stipulated Final Judgment; Conference with Mr. Ardaman; Emails to/from Mr. Conley; Conference with same.	0.60 hrs	\$90.00
03/27/2017	CRC	Review motion for relief from judgment; Discussions with K. Ardaman and M. Lindsay regarding same; Research regarding apportionment settlements and established law regarding same.	0.70 hrs	\$192.50
03/29/2017	AKA	Telephone Conference with attorney for CFX; Conference with Chris Conley concerning same; all Re: Issues/action in response to owner's Motion for Relief from Judgment.	0.40 hrs	\$200.00
03/29/2017	CRC	Discussions with K. Ardaman regarding conflict waiver and defense of stipulated final judgment, further handling and lack of fee owner's standing; Research regarding assignment of claims in Florida.	0.80 hrs	\$220.00
03/31/2017	CRC	Research regarding assignment of claims and additional exceptions to general assignability outside of personal torts; Review correspondence attempting to coordinate hearing on settlement vacation.	0.40 hrs	\$110.00
04/03/2017	AKA	Conference with Mr. Conley Re: hearing on Motion for Relief.	0.20 hrs	\$100.00
04/03/2017	CRC	Review docket; Review order for transcription of hearing; Discussions with K. Ardaman regarding same; Review amended and second amended notices of hearing.	0.50 hrs	\$137.50
04/13/2017	CRC	Review notice of hearing; Instructions to M. Lindsay regarding same; Research regarding objections to apportionment settlement and standing issues relating to same.	0.70 hrs	\$192.50
04/20/2017	CRC	Research regarding assignments of claims and standing as to apportionment issues and objections.	1.00 hrs	\$275.00
04/25/2017	CRC	Research regarding assignment of claims and general rule that any claim except for personal torts are assignable.	0.50 hrs	\$137.50
04/26/2017	CRC	Research conflict of interest rules and conflict waiver requirements; Review previous correspondence from J. Small regarding same.	0.60 hrs	\$165.00
04/27/2017	CRC	Review file materials; Discussions with M. Lindsay regarding conflict issues and hearing conflict issues; Research regarding assignment of claims and standing to object to apportionment settlement.	0.50 hrs	\$137.50
05/01/2017	AKA	Instructions to Mr. Conley and Ms. Lindsay Re:	0.40 hrs	\$200.00

		hearing preparation.		
05/01/2017	AKA	Telephone Conference with Jay Small; Conference with Michelle Lindsay and Chris Conley.	0.50 hrs	\$250.00
05/01/2017	ML	Conference with Mr. Ardaman and Mr. Conley re: hearing on Project Orlando's Motion for Relief from Stipulated Final Judgment; Telephone Conference with Jay Small; Review file and multiple emails; Email to Jay Small re: business damage claim settlement.	0.50 hrs	\$75.00
05/01/2017	CRC	Preparation for upcoming hearing on motion for relief from judgment; Research regarding assignments and business damages; Review portions of Florida Eminent Domain Manual regarding same; Discussions with K. Ardaman and M. Lindsay regarding status and strategy; Telephone conference with J. Small regarding strategy, conflict, and further handling.	1.10 hrs	\$302.50
05/02/2017	CRC	Research Systems Components case and business damages decisions; Preparation of hearing arguments and bullet points; Instructions to M. Lindsay regarding preparation of hearing binders.	1.00 hrs	\$275.00
05/04/2017	ML	Review email regarding hearing preparation; Review multiple documents; Prepare hearing notebook; Memo to Mr. Conley; Review Response to Motion for Relief from SFJ; Email to Mr. Conley.	1.40 hrs	\$210.00
05/04/2017	CRC	Instructions to M. Lindsay regarding hearing binder; Preparation for hearing; Review hearing binder and materials.	0.80 hrs	\$220.00
05/05/2017	AKA	Instructions to Mr. Conley Re: Preparation for hearing.	0.30 hrs	\$150.00
05/05/2017	CRC	Discussions with K. Ardaman regarding motion for relief from Final Judgment; Preparation of correspondence to J. Small regarding limited conflict waiver; Review correspondence from J. Small regarding same; Review and revisions to hearing bullet points and arguments; Preparation for hearing.	0.90 hrs	\$247.50
05/08/2017	CRC	Review file materials; Review hearing notebook; Preparation for hearing on motion for relief from judgment; Discussions with M.	0.70 hrs	\$192.50

		Lindsay and K. Ardaman regarding same; Review hearing bullet points and summary of argument.		
05/09/2017	AKA	Conference with Mr. Conley Re: Preparation for hearing.	0.30 hrs	\$150.00
05/09/2017	AKA	Review notebook in preparation for hearing.	1.00 hrs	\$500.00
05/09/2017	AKA	Prepare for and attend hearing.	3.10 hrs	\$1,550.00
05/09/2017	CRC	Review file materials; Discussions with K. Ardaman regarding strategy for hearing, arguments, and resolution; Research regarding assignment of claims and personal torts; Instructions to M. Lindsay regarding disbursement.	0.80 hrs	\$220.00
05/11/2017	CRC	Instructions to M. Lindsay regarding disbursement of settlement funds; Review file materials.	0.20 hrs	\$55.00
05/12/2017	AKA	Review e-mail from Expressway Authority attorneys concerning proposed orders on Expressway Authority motion and Project Orlando's Motion for Relief from Judgment; Instructions to Chris Conley.	0.30 hrs	\$150.00
05/12/2017	ML	Review emails and proposed orders; Review Mr. Conley's email to CFX counsel regarding same.	0.20 hrs	\$30.00
05/12/2017	CRC	Review correspondence from J DeLaGarza Re proposed orders; Review proposed orders.	0.40 hrs	\$110.00
05/16/2017	CRC	Discussions with M. Lindsay regarding Disbursement of funds and doc retention.	0.20 hrs	\$55.00
05/17/2017	AKA	Review email from CFX attorney and Proposed orders and correspondence.	0.40 hrs	\$200.00
05/24/2017	CRC	Instructions to M. Lindsay re: disbursements.	0.10 hrs	\$27.50
05/25/2017	ML	Review Order Denying Motion for Relief From Stipulated Final Judgment; Review Motion for Mediation and Notice of Hearing On same; Review Order Denying Motion for Reconsideration.	0.20 hrs	\$30.00
05/30/2017	ML	Review emails re: disbursement of proceeds And deadline for Project Orlando to file Appeal; Review Order; Memo to file.	0.20 hrs	\$30.00
05/30/2017	CRC	Review order denying motion for relief From final judgment; Review Rules of Civil Procedure; Discussions with K. Ardaman re: disbursement of Settlement proceeds and mediation hearing.	0.70 hrs	\$192.50
06/20/2017	CRC	Review docket; Discussions with M. Lindsay Regarding no notice of appeal and Disbursement issues.	0.30 hrs	\$82.50
06/23/2017	CRC	Discussions with M. Lindsay re: Disbursement status.	0.20 hrs	\$55.00
06/27/2017	ML	Review Expert Costs Chart and Disbursement sheet for final	0.50 hrs	\$75.00

TOTAL HOURS: 26.60 HOURS

TOTAL: \$8,697.50

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

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY f/k/a ORLANDO-ORANGE
COUNTY EXPRESSWAY AUTHORITY,
a body politic and corporate, and an agency
of the state under the laws of the State of Florida,

CASE NO.: 2014-CA-5589-O
Parcels: 197/897

Petitioner,

v.

PROJECT ORLANDO, LLC, a Florida limited
Liability company; et al.,

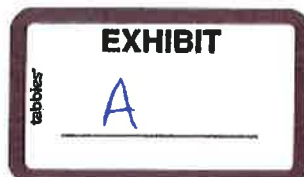
Respondents.

**JOINT MOTION AND STIPULATED FINAL
ORDER TAXING SUPPLEMENTAL ATTORNEYS' FEES**

THIS CAUSE, having come on to be heard upon the attached Joint Motion for Stipulated Final Order Taxing Supplemental Attorneys' fees of the Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Petitioner"), and Respondent, VICKIE DAVIS d/b/a BAY HILLS EQUESTRIAN CENTER ("Respondent"), by and through their undersigned counsel, as set forth herein below, and it appearing to the Court that the parties were authorized to enter into such agreed order, and the Court being fully advised in the premises, the Court finds as follows:

ORDERED AND ADJUDGED:

1. That this Court has jurisdiction of this action and of the parties.
2. That this Stipulated Final Order Taxing Supplemental Attorneys' Fees is entered pursuant to §73.092(2), *Fla. Stat.* (2018).



3. That the Joint Motion for the entry of this Stipulated Final Order Taxing Supplemental Attorneys' Fees as to Respondent, Vickie Davis d/b/a Bay Hills Equestrian Center is approved and hereby granted.

4. That the Respondent, **VICKIE DAVIS d/b/a BAY HILLS EQUESTRIAN CENTER** ("Respondent"), shall have and recover from the Petitioner the sum of **TWO THOUSAND DOLLARS AND 00/100 (\$2,000.00)**, in full payment of any and all supplemental proceeding claims.

5. That within thirty (30) days of receipt of conformed copies of this Agreed Final Order Taxing Supplemental Attorneys' Fees, the Petitioner shall transmit the sum of **TWO THOUSAND DOLLARS AND 00/100 (\$2,000.00)** made payable to the Trust Account of Fishback, Dominick, Bennett, Ardaman, Ahlers, Langley & Geller, LLP, c/o A. Kurt Ardaman, Esquire, 1947 Lee Road, Winter Park, Florida 32789.

6. That this Stipulated Final Order Taxing Supplemental Attorneys' Fees resolves all remaining claims whatsoever including, but not limited to, attorneys' fees and any other claims for compensation for the taking of Parcels 197/897, apportionment against any party having in this case having a property interest, costs, expert witness fees and costs relating to apportionment, supplemental proceeding under §73.092(2), *Fla. Stat.*, and all other costs or claims whatsoever of Respondent.

7. That this Court shall retain jurisdiction to enforce the terms and provisions contained herein.

DONE AND ORDERED in Chambers at Orange County, Florida, on this _____ day of _____, 2018.

Keith A. Carsten, Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____, a true and correct copy of the foregoing has been filed electronically with the Clerk and copies have been electronically furnished to the parties on the attached Schedule A.

Judicial Assistant/Attorney

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

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY f/k/a ORLANDO-ORANGE
COUNTY EXPRESSWAY AUTHORITY,
a body politic and corporate, and an agency
of the state under the laws of the State of Florida,

CASE NO.: 2014-CA-5589-O
Parcels: 197/897, 230, 257 & 267

Petitioner,

v.

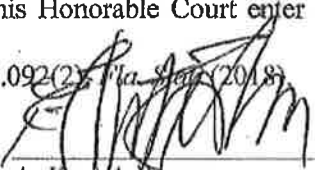
PROJECT ORLANDO, LLC, a Florida limited
Liability company; et al.,

Respondents.

**JOINT MOTION FOR ENTRY OF STIPLUATED
FINAL ORDER TAXING ATTORNEYS' FEES**

The Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, and Respondent,
VICKIE DAVIS d/b/a BAY HILLS EQUESTRIAN CENTER, parties to this action, by and
through their undersigned attorneys, respectfully request this Honorable Court enter a Stipulated
Agreed Order Final Taxing Attorneys' Fees pursuant to § 73.092(2), Fla. Stat. (2018).

Jay W. Small
Fla. Bar No.: 0562890
jsmall@mateerharbert.com
James R. Lussier
Fla. Bar No.: 362735
jlussier@mateerharbert.com
Brian L. Wagner
Fla. Bar No.: 142727
bwagner@mateerharbert.com
Mateer & Harbert, P.A.
225 E. Robinson Street, Ste. 600
Orlando, Florida 32801
Counsel for Petitioner
Dated: _____



A. Kurt Ardaman
Fla. Bar No.: 434094
ardaman@fishbacklaw.com
Christopher R. Conley
Fla. Bar No.: 43589
cconley@fishbacklaw.com
Fishback, Dominick, Bennett,
Ardaman, Ahlers, Langley &
Geller, LLP
1947 Lee Road
Winter Park, Florida 32789
Counsel for Respondent, Vickie Davis
d/b/a Bay Hills Equestrian Center
Dated: _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____, a true and correct copy of the foregoing has been filed electronically with the Clerk using the E-portal, which will send an email notification to the following parties on the attached Schedule "A."

/s/ Jay W. Small

JAY W. SMALL

Florida Bar Number 562890

Primary: jsmall@mateerharbert.com

Secondary: jdelagarza@mateerharbert.com

Secondary: dmalinowski@mateerharbert.com

JAMES R. LUSSIER

Florida Bar Number 362735

Primary: jlussier@mateerharbert.com

BRIAN L. WAGNER

Florida Bar Number 142727

Primary: bwagner@mateerharbert.com

Secondary: cchrisman@mateerharbert.com

Mateer & Harbert, P.A.

225 East Robinson Street, Suite 600

Post Office Box 2854

Orlando, Florida 32802-2854

Telephone: (407) 425-9044

Schedule "A"

Counsel for Project Orlando, LLC

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Kurtis T. Bauerle, Esq.
Edgar Lopez, Esq.
Harris Harris Bauerle Ziegler Lopez
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Orlando, Florida 32801
stumpy@hhbzflorida.com
kurt@hhbzflorida.com
edgar@hhbzflorida.com
rebecca@hhbzflorida.com
evelyn@hhbzflorida.com

Counsel for PSP/MRC Debt Portfolio S-1, L.P.

Robert E. V. Kelley, Jr., Esq.
Gregory P. Brown, Esq.
Hill, Ward & Henderson, P.A.
3700 Bank of America Plaza
101 E. Kennedy Blvd.
Tampa, Florida 33602
Rob.kelley@hwhlaw.com
Greg.brown@hwhlaw.com
Jill.kuty@hwhlaw.com
Kathy.wernsing@hwhlaw.com
Erik.raines@hwhlaw.com
relitrevk@hwhlaw.com

Counsel for RFT Trust, LLC

Matthew R. Simring, Esq.
235 E. Commercial Blvd., Suite 205
Lauderdale By The Sea, Florida 33308
Matthew@simringlaw.com

Counsel for Vickie Davis d/b/a Bay Hills Equestrian Center

A. Kurt Ardaman, Esq.
Fishback, Dominick, Bennett, Ardaman, Ahlers, Langley & Geller, LLP
1947 Lee Road
Winter Park, Florida 32789
ardaman@fishbacklaw.com
crconley@fishbacklaw.com
michellel@fishbacklaw.com

Schedule "A"

Counsel for Central Florida Expressway Authority

Jay W. Small, Esq.
James R. Lussier, Esq.
Brian L. Wagner, Esq.
Mateer & Harbert, P.A.
225 E. Robinson Street, Suite 600
Orlando, Florida 32801
jsmall@mateerharbert.com
jlussier@mateerharbert.com
bwagner@mateerharbert.com
jdelagarza@mateerharbert.com
dmalinowski@mateerharbert.com
cchrisman@mateerharbert.com

and

Linda Brehmer Lanosa, Esq.
Central Florida Expressway Authority
4794 ORL Tower Road
Orlando, Florida 32807
Linda.lanosa@cfxway.com
Mala.Iley@CFXWay.com

Counsel for Project Orlando, LLC

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Kurtis T. Bauerle, Esq.
Edgar Lopez, Esq.
Harris Harris Bauerle Ziegler Lopez
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stumpy@hhbzflorida.com
kurt@hhbzflorida.com
edgar@hhbzflorida.com
rebecca@hhbzflorida.com
evelyn@hhbzflorida.com

Counsel for PSP/MRC Debt Portfolio S-1, L.P.

Robert E. V. Kelley, Jr., Esq.
Gregory P. Brown, Esq.
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Rob.kelley@hwlaw.com
Greg.brown@hwlaw.com
Jill.kuty@hwlaw.com
Kathy.wernsing@hwlaw.com
Erik.raines@hwlaw.com
relitrevk@hwlaw.com

Counsel for RFT Trust, LLC

Matthew R. Simring, Esq.
235 E. Commercial Blvd., Suite 205
Lauderdale By The Sea, Florida 33308
Matthew@simringlaw.com

Counsel for Vickie Davis d/b/a Bay Hills Equestrian Center

A. Kurt Ardaman, Esq.
Fishback, Dominick, Bennett, Ardaman, Ahlers, Langley & Geller, LLP
1947 Lee Road
Winter Park, Florida 32789
ardaman@fishbacklaw.com
crconley@fishbacklaw.com
michellel@fishbacklaw.com

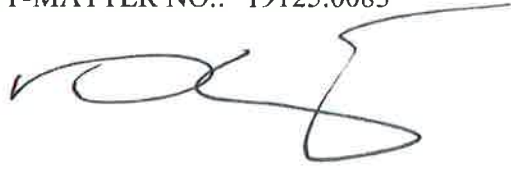
CONSENT AGENDA ITEM

#9



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0083
 Board Members

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

DATE: February 20, 2018

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 166 (Reid-Diane Maxwell)
 Proposed Negotiated Settlement Agreement
 Date of Good Faith Deposit: June 9, 2014

Shutts & Bowen LLP, Right of Way Counsel, seeks the approval by the CFX Board of a negotiated settlement between Diane Maxwell (“Ms. Maxwell” or the "Tenant") and the Central Florida Expressway Authority (the "CFX") related to the leasehold interest of Diane Maxwell in the acquisition of Parcel 166 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203, in Orange County, Florida.

DESCRIPTION AND BACKGROUND

On December 14, 2017, David W. Holloway, Esq., served a Proposal for Settlement and Reverse Offer of Judgment as to the interest of Diane Maxwell, a previous tenant on Parcel 166, in the amount of five hundred dollars (\$500). This is the final interest in this parcel which was resolved with the fee owner by means of a Stipulated Final Judgment entered on March 21, 2017.

According to the tenant’s counsel, Ms. Maxwell’s claim is based upon the value of her leasehold and tenant owned improvements that were acquired by CFX. Mr. Holloway asserts that Ms. Maxwell was paying \$510 per month rent for the subject property which was below the market rent of at least \$1,000 per month. According to Ms. Maxwell, prior to moving to the subject property, she was paying \$910 per month for her former property. During her tenancy at the subject property, Ms. Maxwell planted a small tree which remained on the property when she vacated. She also left her refrigerator and her microwave on site. Mr. Holloway asserts that appliances are frequently bought and sold with residential real estate and he contends that a strong argument could be made that they were not personal property because they contributed to the value of the real estate and would sell as part of the real estate in a market transaction. Accordingly, he maintains that Ms. Maxwell is entitled to recover full compensation for the refrigerator, microwave and the tree and at least one month of rent differential between the

market rent of at least \$1,000 and her actual rent of \$510.

While the claim for the tenant's property is questionable, a case could be made for the bonus value of Ms. Maxwell's lease based upon the rent differential. Payment of \$500 to Ms. Maxwell eliminates additional fees and costs to resolve this final claim related to this parcel. Mr. Holloway, who has disclaimed the interests for the other tenants he represented with respect to this parcel, has provided invoices for his time totaling \$5,775.00, however, following negotiations, he has agreed to accept \$3,000 as full payment for all attorney's fees and litigation costs. There were no expert fees incurred by Ms. Maxwell. A copy of Mr. Holloway's invoice is attached as Exhibit "A".

Attached as Exhibit "B" is the proposed settlement agreement which resolves this matter for a total settlement of \$3,500, including all claims of compensation for Ms. Maxwell related to Parcel 166 and all attorneys' fees, litigation costs and expert fees. This settlement will eliminate further risk and unnecessary expenses, including the payment of attorneys' fees at an hourly rate, that the CFX will ultimately incur with further litigation to resolve this matter. It is in the best interest of the CFX to accept this settlement.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed total settlement of \$3,500 as to all claims for compensation and all attorneys' fees and litigation costs in the resolution of Ms. Maxwell's leasehold interest claim as to Parcel 166.

The Right of Way Committee recommended this settlement for approval by the Board at its February 28, 2018 meeting.

ATTACHMENTS

Exhibit "A" – Attorney Fee Invoice
Exhibit "B" – Settlement Agreement

Reviewed by: Joseph Hassiature

ORLDOCS 15963383 1

EXHIBIT "A"

**DIANE MAXWELL
WEKIVA PARKWAY PARCEL #166**

DATE	INITIALS	DESCRIPTION	TIME	RATE	AMOUNT
4/22/2014	DWH	telephone call from Diane Maxwell re lawsuit; review project	1.20	\$350	\$420.00
4/23/2014	DWH	meet with Diane Maxwell	2.50	\$350	\$875.00
5/14/2014	DWH	review Petition, Notice of Lis Pendens, and other initial pleadings; review Answer of tax collector and begin work on Answer	2.50	\$350	\$875.00
5/15/2014	DWH	finalize Answer, draft Notice of Non-Availability and Designation of E-Mail Addresses	1.50	\$350	\$525.00
5/15/2014	MR	scan, e-file and e-serve Answer, Designation of E-Mail Addresses and Notice of Non-Availability; prepare copies for mailing	0.40	\$125	\$50.00
5/25/2017	DWH	email from Mary Farmer; review file; respond to email	0.80	\$400	\$320.00
6/15/2017	DWH	review relocation benefits documentation	1.20	\$400	\$480.00
8/5/2014	DWH	phone call from Diane Maxwell	0.50	\$400	\$200.00
8/17/2017	DWH	receipt of email from Mry Farmer re relocation benefits and dismissal of claim	0.20	\$400	\$80.00
8/24/2017	JR	email from and to Mary Farmer enclosing Disclaimer of Interest; telephone call to DWH	0.50	\$125	\$62.50
8/28/2017	DWH	review Disclaimer of Interest	0.30	\$400	\$120.00
8/30/2017	JR	review property appraisers records	0.30	\$125	\$37.50
9/1/2017	DWH	letter to client re dismissal of case	0.30	\$400	\$120.00
9/6/2017	JR	email from and to Mary Farmer re status; check USPS website for delivery status; arrange for re-delivery attempt	0.50	\$125	\$62.50
11/3/2017	JR	emails from and to Mary Farmer	0.20	\$125	\$25.00
11/8/2017	JR	email to and from Mary Farmer re Disclaimer of Interest	0.20	\$125	\$25.00
12/5/2017	JR	email from Mary Farmer; office conference with DWH	0.20	\$125	\$25.00
12/13/2017	DWH	review file; telephone calls to and from client	1.50	\$400	\$600.00
12/14/2017	JR	draft Reverse Offer of Judgment and Notice of Service	0.50	\$125	\$62.50
12/14/2017	DWH	review pleadings	0.20	\$400	\$80.00
12/14/2017	JR	email to David Shontz, Esquire; e-file and e-serve Notice of Offer of Judgment; update pleadings index	0.40	\$125	\$50.00
12/14/2017	DWH	telephone calls to client; email to David Shontz, Esquire re negotiations	1.10	\$400	\$440.00
1/12/2018	DWH	email to and from David Shontz, Esquire; telephone call to client	0.60	\$400	\$240.00
TOTAL					\$5,775.00

EXHIBIT "B"

**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,

v.

CASE NO.: 2014-CA-003698-O

DARRELL D. REID and KATIE J. REID, et al.,

Parcel 166 – Diane Maxwell

Respondents.

Subdivision 39

SETTLEMENT AGREEMENT

During settlement negotiations, Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY (referred to as "Petitioner" or "CFX"), and Respondent, DIANE MAXWELL (referred to as "Respondent"), reached the following Settlement Agreement:

1. Petitioner will pay to Respondent the sum of FIVE HUNDRED AND NO/100 DOLLARS exactly (\$500.00) in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 166, including statutory interest and all claims related to real estate and business damages, if any.

2. Petitioner will pay to David W. Holloway, Esquire, of David Holloway, PA, the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00), in full settlement of all attorneys' fees and litigation costs and all experts' fees and costs incurred on behalf of the Respondent in this matter.

3. Petitioner will pay to the Trust Account of David W. Holloway, PA, the total sum of THREE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00). David W. Holloway, Esq. and David W. Holloway, PA, will be responsible for the apportionment of the above-referenced amounts.

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.

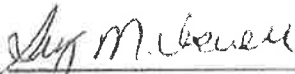
5. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

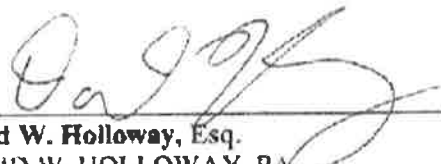
6. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the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

7. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 166, 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 parties listed below on this 6th day of February, 2018, contains all the agreements of the parties.


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


David W. Holloway, Esq.
DAVID W. HOLLOWAY, P.A.
Counsel for Respondent,
Diane Maxwell

**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,

v.

CASE NO.: 2014-CA-003698-O

DARRELL D. REID and KATIE J. REID, et al.,

Parcel 166 – Diane Maxwell

Respondents.

Subdivision 39

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During settlement negotiations, Petitioner, **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (referred to as "Petitioner" or "CFX"), and Respondent, **DIANE MAXWELL** (referred to as "Respondent"), reached the following Settlement Agreement:

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2. Petitioner will pay to David W. Holloway, Esquire, of David Holloway, PA, the sum of **THREE THOUSAND AND NO/100 DOLLARS** (\$3,000.00), in full settlement of all attorneys' fees and litigation costs and all experts' fees and costs incurred on behalf of the Respondent in this matter.

3. Petitioner will pay to the Trust Account of David W. Holloway, PA, the total sum of **THREE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS** (\$3,500.00). David W. Holloway, Esq. and David W. Holloway, PA, will be responsible for the apportionment of the above-referenced amounts.

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 and Respondent will jointly submit to the Court a mutually approved 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.

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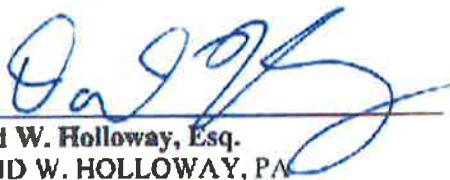
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9. This Settlement Agreement, executed by the counsel for the parties listed below on this 6th day of February, 2018, contains all the agreements of the parties.

for 

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



David W. Holloway, Esq.
DAVID W. HOLLOWAY, P.A.
Counsel for Respondent,
Diane Maxwell

**DIANE MAXWELL
WEKIVA PARKWAY PARCEL #166**

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TOTAL					\$5,775.00

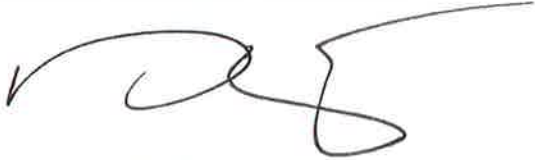
CONSENT AGENDA ITEM

#10



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0140
 Board Members

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

DATE: February 20, 2018

RE: State Road 429 Wekiva Parkway, Project 429-205; Parcel 289 (Shollenberger)
 Date of Deposit August 10, 2015
 Proposed Mediated Settlement Agreement

Shutts & Bowen LLP, Right of Way Counsel, seeks the approval by the CFX Board of a mediated settlement between Lee and Jennifer Shollenberger (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 289 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-205.

DESCRIPTION AND BACKGROUND

Parcel 289 is a fee simple whole taking of 10.078 acres, consisting of Part A containing 8.250 acres for limited access right-of-way, and Part B containing 1.828 acres for right-of-way purposes. The property is located approximately 1,220 feet north of Haas Road and east of Plymouth Sorrento Road in Apopka, Orange County, Florida. Access to the property from Haas Road is via a 60-foot strip, the east 15 feet of which is owned in fee simple, encumbered by ingress/egress cross-easements.

The subject property was the homestead for Mr. and Mrs. Shollenberger and Mrs. Shollenberger's elderly mother. The property is improved with a 2,608 sf, 3 bedroom, 2 bath, single-family residence and a 1,000 sf 1 bedroom and 1 bathroom guest cottage that is fully wheelchair accessible. Additional improvements include a detached, 5-car garage of approximately 1,550 sf, a shell/dirt driveway, submersible pump and well, a second large well with pump house used for irrigation, a septic system, numerous animal pens, a portable 10' x 14' storage shed, field wire fencing and cross fencing, and metal and aluminum farm gates. The property is zoned A-2, Farmland Rural District by Orange County.

CFX APPRAISAL

David Hall of Bullard, Hall & Adams, Inc. appraised the property on behalf of the Central Florida Expressway Authority. The date of his most recent updated report is September 9, 2015. Mr. Hall opined the highest and best use of the property is for rural residential development, with the continued use of the existing improvements for single family residential use over their remaining economic life.

Mr. Hall used six (6) land sales that are similar to the subject property with the highest and best use for rural residential development. These sales ranged in size from 2.81 acres to 10.82 acres, with prices ranging from \$25,416 to \$30,021 per acre, and with adjusted prices ranging from \$21,604 to 28,520. Mr. Hall reconciled the subject property land value at \$28,000 per acre. Mr. Hall then analyzed sales of three (3) similar single-family residences to determine the unit value of the sales based on the square foot area of the improvements. The three sales ranged in adjusted price per square foot of \$103.32 to \$105.03. Mr. Hall estimated the market value for the subject improvements at \$105.00 per sf. Accordingly, Mr. Hall valued the whole taking of the subject property to be \$556,100 as follows: 10.078 acres x \$28,000/acre = \$282,200 for land value and 2,608 sf living area x \$105/sf = \$273,900 for the improvements.

In addition to the property valuation, the Shollenberger's were entitled to a Replacement Housing Payment under the Uniform Act in the amount of \$125,690.19 (based upon the initial appraisal report amount of \$543,000) for a total of **\$668,690.19**.

OWNERS CLAIM

Kurt Bauerle, Esquire, represented Mr. and Mrs. Shollenberger. Mr. Bauerle did not commission a formal appraisal of the property in an effort to mediate the case with minimal experts fees incurred. Mr. Bauerle argued the total compensation due to the Shollenbergers was \$1,700,000. In support of his demand, Mr. Bauerle contended that the CFX appraisal failed to adequately compensate the Owners for value of the 1,000 sf fully handicapped-accessible guest cottage where Mrs. Shollenberger's elderly mother resided. Additionally, the improvements were under-valued and did not adequately compensate the Shollenbergers to obtain replacement housing. Mr. Bauerle further argued that appraisals completed for similar adjacent properties concluded to a significantly higher per acre value.

After a full day mediation on January 18, 2018, the parties successfully negotiated a settlement in the total amount of \$795,134 as full settlement of all claims for compensation for Parcel 289 and its improvements, and including full settlement of any and all claims and/or apportionment claims as to any interest held by Mr. and Mrs. Shollenberger in Parcels 287/887 and Parcel 890. CFX will receive a credit of \$543,000 for the good faith deposit previously made to the Court Registry. In addition, CFX agreed to pay \$85,558.50 for statutory attorneys' fees and costs and \$0 for experts' fees and costs, subject to apportionment claims, if any.

For the above-cited reasons, Right of Way counsel requests the CFX Board approves the settlement of the underlying property owners' compensation, all attorneys' fees and experts' fees and costs in the total amount of \$880,692.50, less the \$543,000 previously deposited. Settlement of any and all claims for Parcel 289, as well as any interest in Parcel 287/887 and Parcel 890 will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further

litigation of this condemnation action.

REQUESTED ACTION

We respectfully request that the CFX Board approve the proposed total settlement of \$880,692.50 in settlement of all claims for compensation for the acquisition of Parcel 289, any claims or interest in Parcels 287/887 and Parcel 890, and all attorneys' fees and litigation costs and experts' fees and costs.

The Right of Way Committee recommended this settlement for approval by the Board at its February 28, 2018 meeting.

ATTACHMENTS

- Exhibit "A" – Sketch of Legal Description of the Subject Property
- Exhibit "B" – Photographs of the Subject Property
- Exhibit "C" – Parcel Sketch Indicating Property Measurements
- Exhibit "D" – Aerial Photograph of the Subject Property
- Exhibit "E" – Location Map of the Subject Property
- Exhibit "F" – Mediated Settlement Agreement

Reviewed by: Joseph Passiastore

ORLDOCS 15963385 1

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

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 688.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°30'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 548.06 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 653.12 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°35'13" WEST 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; THENCE DEPARTING SAID PARALLEL LINE, RUN SOUTH 89°29'44" EAST, A DISTANCE OF 654.10 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 8.250 ACRES, MORE OR LESS.

TOGETHER WITH:

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SOUTHEAST 1/4 AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 30 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, AS DESCRIBED IN THAT CERTAIN DEED OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3099, PAGE 255, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RECORDED ON MARCH 03, 1980. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ACCESS OVER THE FOLLOWING DESCRIBED PROPERTY AS SET FORTH RECIPROCAL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3396, PAGE 1421, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. THE WEST 15 FEET OF THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST.

AS DESCRIBED IN OFFICIAL RECORDS BOOK 4585, PAGE 3311 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

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

SHEET 1 OF 4

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: 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

Exhibit "A"

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

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 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 70.10 FEET TO A POINT; THENCE DEPARTING SAID EAST LINE, RUN NORTH 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 10.01 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 03°35'57" EAST ALONG SAID WEST LINE, 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 NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; 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 1.828 ACRES, MORE OR LESS.

TOGETHER WITH:

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SOUTHEAST 1/4 AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 30 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, AS DESCRIBED IN THAT CERTAIN DEED OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3099, PAGE 255, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RECORDED ON MARCH 03, 1980. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ACCESS OVER THE FOLLOWING DESCRIBED PROPERTY AS SET FORTH RECIPROCAL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3396, PAGE 1421, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. THE WEST 15 FEET OF THE EAST 30 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST.

AS DESCRIBED IN OFFICIAL RECORDS BOOK 4585, PAGE 3311 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

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

SHEET 2 OF 4

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: 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

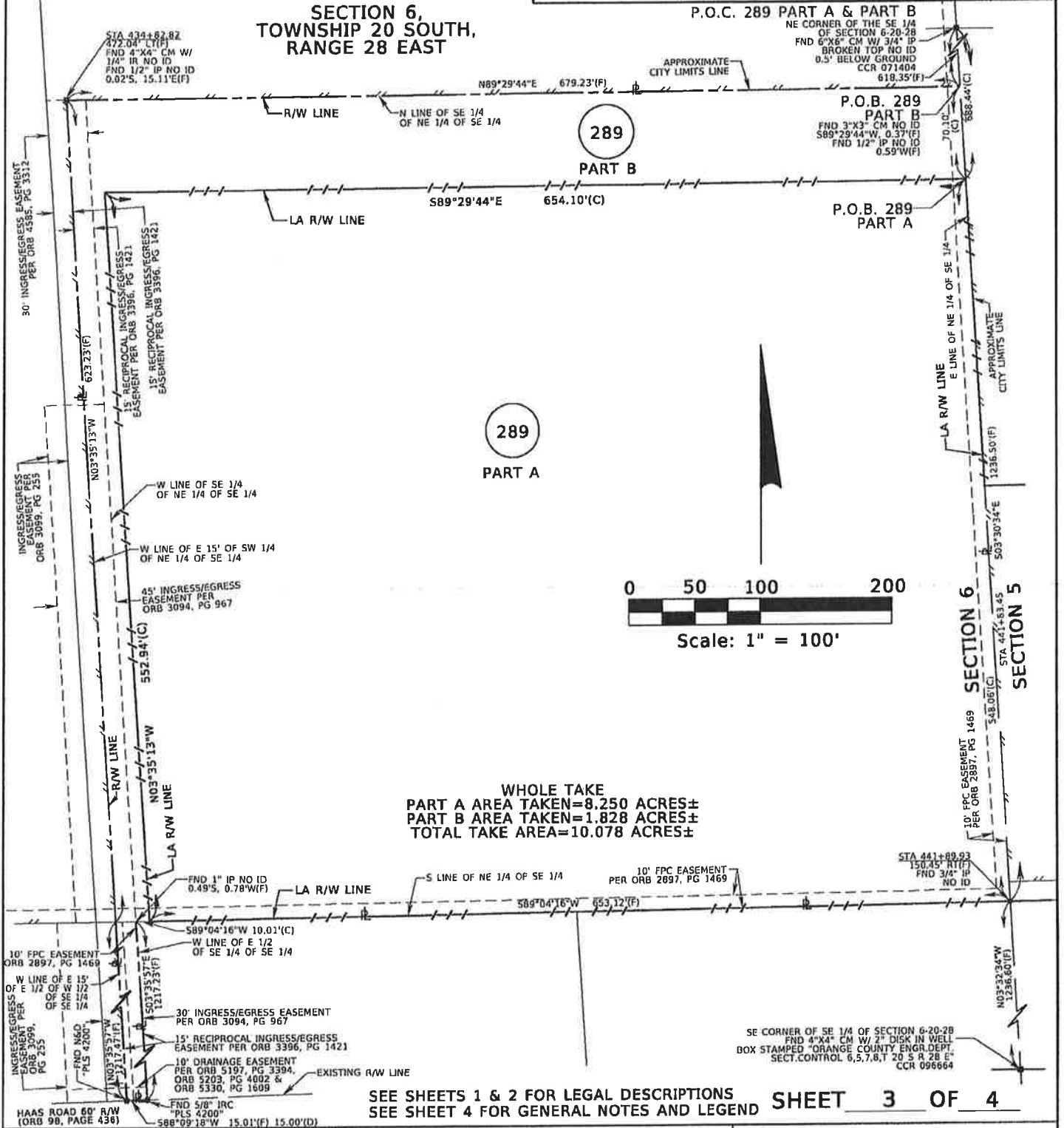
MAITLAND, FLORIDA 32751

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

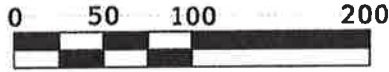
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

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



WHOLE TAKE
PART A AREA TAKEN=8.250 ACRES±
PART B AREA TAKEN=1.828 ACRES±
TOTAL TAKE AREA=10.078 ACRES±



Scale: 1" = 100'

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

SHEET 3 OF 4

FOR: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OCEA 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	N&D	= NAIL AND DISK
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CM	= CONCRETE MONUMENT	ORB	= OFFICIAL RECORDS BOOK
DB	= DEED BOOK	ℓ	= 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 PARCELS	DPW	11/18/2013
REVISED PARCELS	DPW	11/06/2013
REVISED PER COMMENTS	DPW	05/23/2013
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 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 471 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature] 11-21-13
H. Paul deViviero, 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



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VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

**PHOTOGRAPHS OF SUBJECT
PARCEL 289**



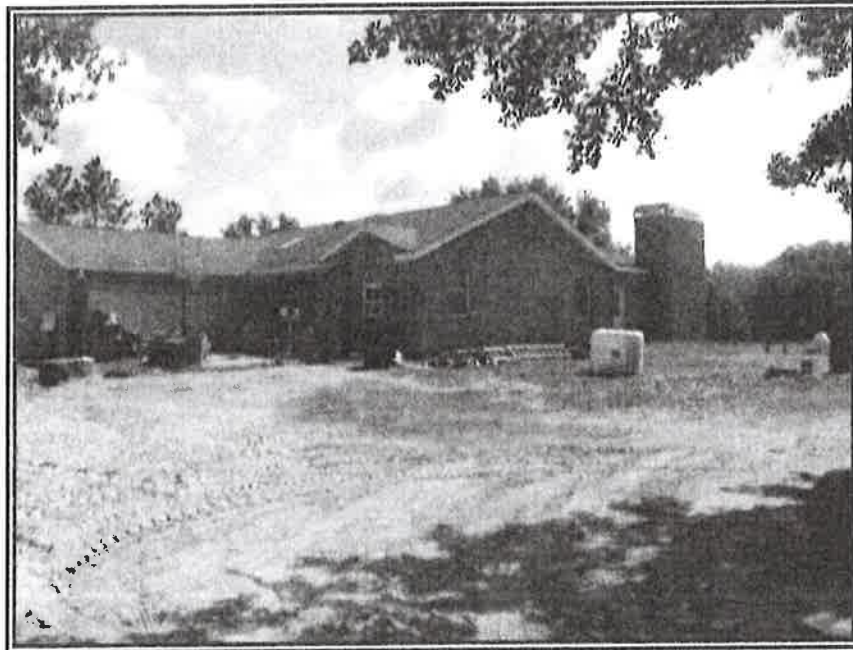
1. LOOKING WEST AT THE FRONTAGE ALONG HAAS ROAD



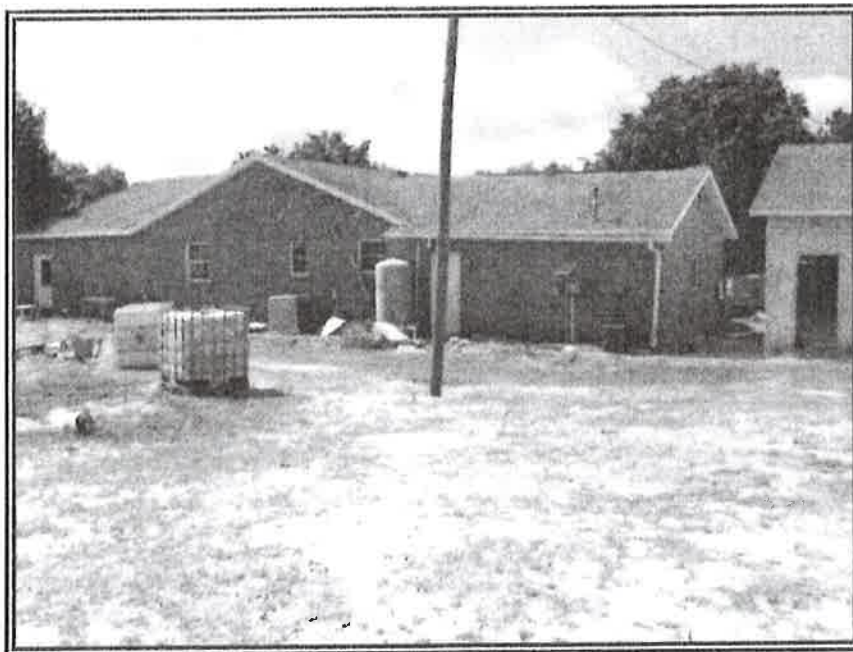
2. LOOKING NORTH AT THE ACCESS DRIVEWAY FROM HAAS ROAD

Photographs Taken By:
Craig S. Adams
June 18, 2013

**PHOTOGRAPHS OF SUBJECT
PARCEL 289**

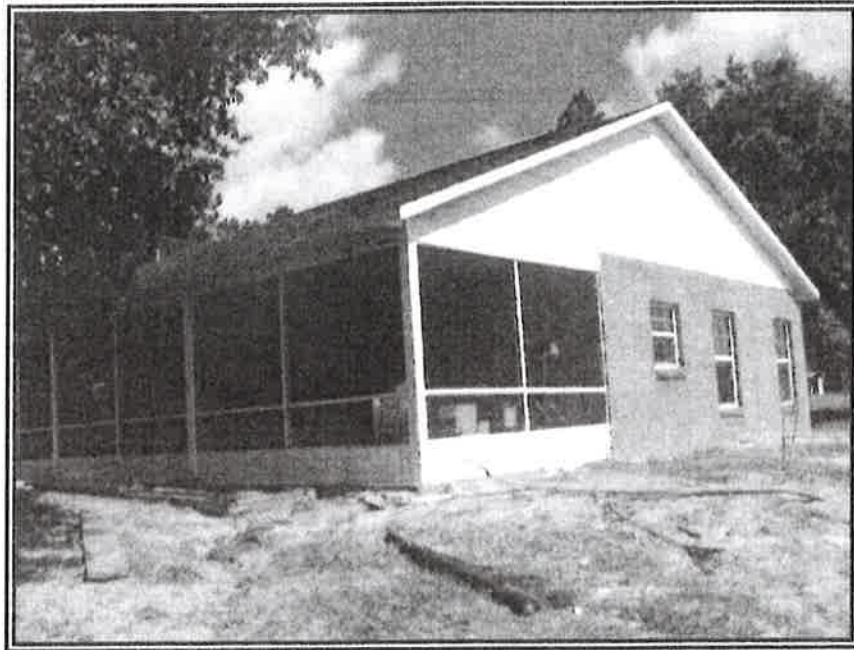


3. LOOKING NORTHEAST AT THE SINGLE FAMILY RESIDENCE



4. LOOKING SOUTH AT THE REAR OF THE RESIDENCE

**PHOTOGRAPHS OF SUBJECT
PARCEL 289**



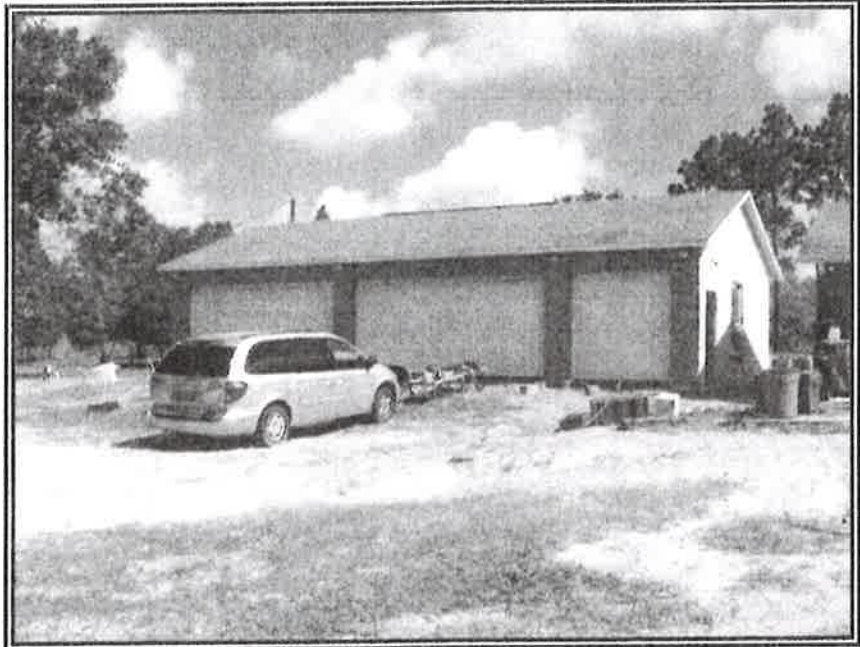
5. LOOKING NORTHWEST AT THE GUEST COTTAGE



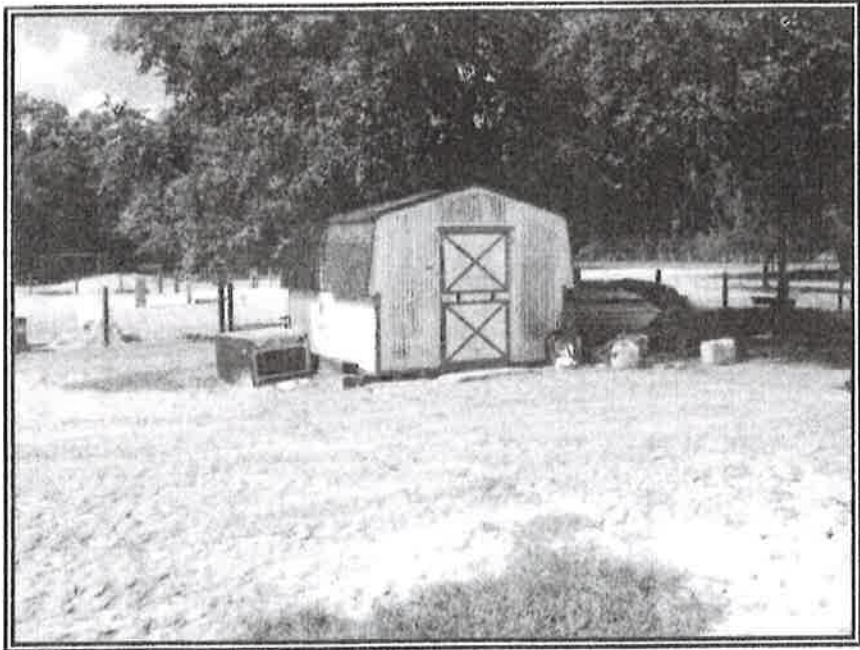
6. LOOKING SOUTHEAST AT THE REAR OF THE GUEST COTTAGE

Photographs Taken By:
Craig S. Adams
June 18, 2013

**PHOTOGRAPHS OF SUBJECT
PARCEL 289**

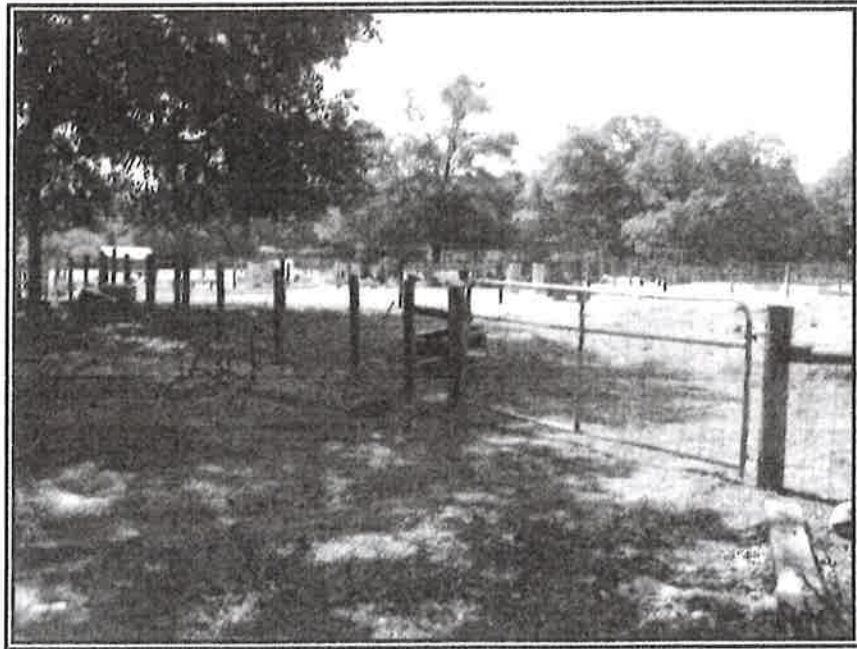


7. LOOKING NORTH AT THE DETACHED GARAGE



8. LOOKING SOUTH AT THE STORAGE SHED

**PHOTOGRAPHS OF SUBJECT
PARCEL 289**



9. LOOKING SOUTHEAST AT THE ANIMAL PENS



AERIAL PHOTO
PARCEL 289

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

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-005566

Subdivision 39

Petitioner,

Parcel 289

vs.

Lee H. Shollenberger,
Jennifer E. Shollenberger, et. al.

Respondent(s).

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on Jan. 18, 2018, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondent(s), Lee and Jennifer Shollenberger (referred to as "Respondent") the sum of Seven Hundred Ninety-Five Thousand One Hundred Thirty-Four Dollars exactly (\$ 795,134), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 289, including statutory interest and all claims related to real estate and business damages, if any, but excluding 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. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of Five Hundred Forty-Three Thousand Dollars (\$ 543,000.⁰⁰). 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 Two Hundred Fifty-Two Thousand One Hundred Thirty-Four Dollars exactly (\$ 252,134.⁰⁰), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

2. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Petitioner will pay to the trust account of Respondent's attorney the sum of Eighty-Five Thousand Five Hundred Fifty-Eight and ⁵⁰/₁₀₀ Dollars (\$ 85,558.⁵⁰) in full settlement and satisfaction of all attorney's fees, including all fees related to monetary benefits, non-monetary benefits, and all law firm litigation costs in this case, but excluding supplemental proceedings related to apportionment, if any.

3. In addition to the above-referenced settlement sum and the above-referenced attorney's fees and law firm litigation costs, Petitioner will pay to the trust account of Respondent's attorney the sum of Zero Dollars (\$ 0) in full settlement and satisfaction of all expert witness fees and costs incurred by Respondent in this case, subject to review and confirmation that each invoice submitted by Respondent's experts was necessary and reasonable. The expert fees are as follows:

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 and Respondent will jointly submit to the Court a mutually approved 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. 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. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 289,890, 287/887, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

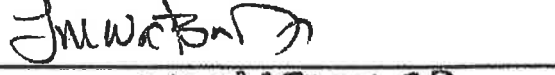
9. Respondent shall execute and deliver to the undersigned counsel for the Central Florida Expressway Authority the Public Disclosure Affidavit of Interests in Real Property as required by Section 286.23, *Florida Statutes* (2016).

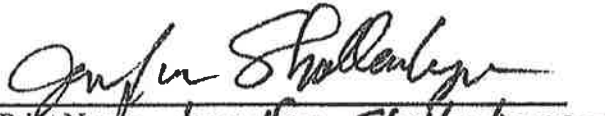
10. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if appropriate, pursuant to Section 286.23, *Florida Statutes*.

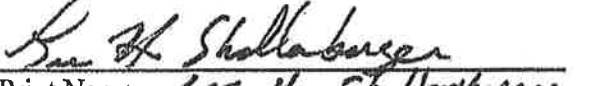
11. This Settlement Agreement, executed by the parties and their counsel on this 18th day of January, ~~2017~~ 2018, contains all the agreements of the parties.

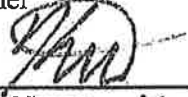

Print Name: Linda S.B. Lanosa
Central Florida Expressway Authority


Print Name: David A. Shantz
Counsel for CFX


Print Name: L.M. WATSON JR
Mediator


Print Name: Jennifer Shollenberger
Owner


Print Name: Lee H. Shollenberger
Owner


Print Name: Kurt Banada
Attorney for Owner


CONSENT AGENDA ITEM

#11



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0178
 Board Members

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

DATE: February 20, 2018

RE: State Road 453 Wekiva Parkway, Project 429-206; Parcel 328 (Solid LLC)
 Proposed Mediated Settlement Agreement

Shutts & Bowen LLP, Right of Way Counsel, seeks the approval by the CFX Board of a proposed settlement between Solid LLC, a Florida limited liability company (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 328 (the "Taking" or "Property") for the construction of State Road 453 Wekiva Parkway, Project 429-206, in Lake County, Florida.

DESCRIPTION AND BACKGROUND

Parcel 328 is a fee simple whole taking consisting of Part A, containing approximately 5.001 acres for right-of-way purposes, and Part B, containing approximately 0.651 acres for use as limited access right-of-way. The property is located on the south side of State Road 46 east of Round Lake Road in unincorporated Lake County, Florida.

The parent tract of 5.65+/- acres, all of which is uplands and usable for development purposes, is improved with a 2,105 S.F. single-family residence that was constructed in 1960. The site improvements include a detached garage with two carports, perimeter wood and wire fencing, a metal gate and septic tank.

The property is zoned CP, Planned Commercial, by Lake County, with a future land use of Regional Office, by Lake County. The subject property lies within the Wekiva Study Area and the City of Mount Dora-Lake County Joint Planning Area.

CFX APPRAISAL REPORT

Walter N. Carpenter, Jr., of Pinel & Carpenter, Inc., appraised the property on behalf of the Central Florida Expressway Authority. Mr. Carpenter opined the highest and best use of the property as improved was for renovation of the existing improvements for an appropriate office/commercial use consistent with the 2008 set of Remodel & Addition Plans prepared by

property owner for conversion of the existing single-family improvements into a commercial office space.

Mr. Carpenter used three (3) vacant land sales and a contract on another property (which later closed) with similar highest and best uses. These sales ranged in price from \$1.39 to \$1.97 per sf with the contract property at \$1.29 per sf. Mr. Carpenter reconciled the value of the property at \$1.30 per sf to arrive at a land value of \$370,000. Mr. Carpenter then utilized the Marshall Valuation Service to determine the value of the improvements and depreciation to arrive at the depreciated value of the subject property's improvements of \$46,596 or \$47,000 rounded. Thus, Mr. Carpenter concluded that the market value for the fee simple taking of Parcel 328 to be \$417,000.

OWNER APPRAISAL REPORT

The Owner is represented by Raymer F. Maguire, III, Esquire. Richard C. Dreggors, of Calhoun, Dreggors & Associates, Inc. appraised the property on behalf of the Owner. Mr. Dreggors relied upon information provided by land planners, Ed Williams and Gary Beliveau, and economist Joshua Harris. Mr. Dreggors agreed the zoning and land use of the Subject Property is CP, Planned Commercial District, by Lake County, and that the property is located within the Joint Planning Area for Lake County and the City of Mount Dora. Mr. Dreggors opined that the highest and best of the property was for highway related commercial uses.

Based upon the information provided by Messrs. Williams, Beliveau and Harris, Mr. Dreggors concluded that the current future land use designation of Regional Office was imposed as a direct result of the Wekiva Parkway project and related legislation to safeguard the environmentally sensitive Wekiva River area which caused value-depressing condemnation blight within the entire area. Thus, Mr. Dreggors opined that the current land use designation must be ignored and, as a result, any comparable sales within the area would reflect the depressed valuation and they should be excluded from consideration. Mr. Dreggors used five (5) land sales located outside the subject market area ranging in value from \$3.38 per sf to \$9.57 per sf, arriving at a value of \$3.75 per sf or \$922,900 for the Subject Property.

After a full day mediation on January 9, 2018, the parties agreed to continue settlement negotiations, finally reaching a settlement in the total amount of \$835,000.00 as full settlement of all claims for compensation for Parcel 328, including statutory interest, all claims related to real estate and business damages, severance damages, tort damages and all attorneys' fees and litigation costs and all experts' fees and costs, subject to apportionment claims, if any. The total invoices submitted by opposing counsel included experts' fees and costs totaling \$128,679.70 and attorneys' litigation costs of \$2,966.60.

Complicating negotiations was the fact that the lender, PNC Bank, National Association, had obtained a Final Judgment of Foreclosure on the property on March 28, 2012, but had not completed the foreclosure sale. Under the terms of the settlement, PNC Bank, National Association, is required to file a Disclaimer of Interest in the litigation. A copy of the executed Disclaimer is attached to the Settlement Agreement which is Exhibit C, hereto.

For the above-cited reasons, Right of Way counsel requests the CFX Board approve the settlement of the underlying property owner's compensation, all attorneys' fees and litigation

costs, and experts' fees and costs in the total amount of \$835,000.00, less the \$367,000.00 previously deposited. Settlement of any and all claims for Parcel 328 will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action.

REQUESTED ACTION

We respectfully request that the CFX Board approve the proposed total settlement of \$835,000.00 in settlement of all claims for compensation, which includes all attorneys' fees and litigation costs, and experts' fees and costs for the acquisition of Parcel 328.

The Right of Way Committee recommended this settlement for approval by the Board at its February 28, 2018 meeting.

ATTACHMENTS

- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Tax Map and Subject Photographs
- Exhibit "C" – Settlement Agreement
- Exhibit "D" – Experts' Invoices and Attorneys' Costs

Reviewed by: Joseph Hassiatore

ORLDOCS 15963395 |

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

**PARCEL 328
PART A**

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

A parcel of land lying in the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'52" East along the North line of the Northwest 1/4 of said Northwest 1/4, a distance of 650.08 feet; thence departing said North line, run South 00°30'06" West, a distance of 32.88 feet to a point on the Southerly right of way line of State Road 46 per FDOT Maintenance Map recorded in Road Plat Book 11, Page 1, Public Records of Lake County, Florida, said point being the POINT OF BEGINNING; thence run North 89°36'11" West, along said Southerly right of way, a distance of 352.94 feet; thence run South 85°23'36" East, a distance of 163.50 feet to a point of curvature of a curve to the left having a Radius of 2119.48 feet and a Central Angle of 07°38'51"; thence run Easterly along the Arc of said curve a distance of 282.89 feet (Chord Bearing = South 89°13'01" East, Chord Distance = 282.68 feet) to the end of said curve; thence South 82°25'38" East, a distance of 49.65 feet; thence North 86°21'19" East, a distance of 190.13 feet; thence South 78°38'57" East, a distance of 34.04 feet; thence South 20°24'47" East, a distance of 34.01 feet to the Northerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5 and a point on a non-tangent curve to the right, concave Northwesterly having a Radius of 5679.65 feet and a Central Angle of 11°20'37"; thence run Southwesterly along the Arc of said curve and said Northerly right of way line a distance of 1124.47 feet (Chord Bearing = South 75°15'31" West, Chord Distance = 1122.63 feet) to the end of said curve; thence departing said Northerly right of way line, run North 00°30'06" East, a distance of 333.25 feet to the POINT OF BEGINNING.

Containing 5.001 acres, more or less.

Exhibit "A"

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

**PARCEL 328
PART B**

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

A parcel of land lying in the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'52" East along the North line of the said Northwest 1/4, a distance of 1002.51 feet; thence departing said North line, run South 00°23'08" East, a distance of 32.80 feet to a point on the Southerly right of way line of State Road 46, per FDOT Maintenance Map recorded in Road Plat Book 11, Page 1, Public Records of Lake County, Florida and the POINT OF BEGINNING; thence continue along the said Southerly right of way line the following five (5) courses: North 89°36'11" East, a distance of 127.89 feet; thence run South 00°23'49" East, a distance of 2.00 feet; thence North 89°41'09" East, a distance of 191.77 feet; thence North 86°14'32" East, a distance of 191.46 feet; thence North 82°56'17" East, a distance of 204.29 feet to the aforementioned North line of the said Northwest 1/4; thence departing said Southerly right of way line, run North 89°36'52" East along said North line, a distance of 242.15 feet to the Northerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5; thence departing said North line of Northwest 1/4, run South 67°42'49" East along said Northerly right of way line a distance of 57.09 feet to a point of curvature, concave to the Northwest, having a Radius of 5679.65 feet and a Central Angle of 01°52'24"; thence run Southeasterly along the Arc of said curve continuing along said Northerly right of way line, a distance of 185.71 feet (Chord Bearing = South 68°39'01" West, Chord Distance = 185.70 feet) to the end of said curve; thence departing said Northerly right of way line, run North 20°24'47" West, a distance of 34.01 feet; thence run North 78°38'57" West, a distance of 34.04 feet; thence run South 86°21'19" West, a distance of 190.13 feet; thence run North 82°25'38" West, a distance of 49.65 feet to a point on a non-tangent curve concave Northerly having a Radius of 2119.48 feet and a Central Angle of 07°38'51"; thence run Westerly along the Arc of said curve a distance of 282.89 feet (Chord Bearing = North 89°13'01" West, Chord Distance = 282.68 feet) to point of tangency; thence run North 85°23'36" West, a distance of 163.50 feet to the POINT OF BEGINNING.

Containing 0.651 acres, more or less.

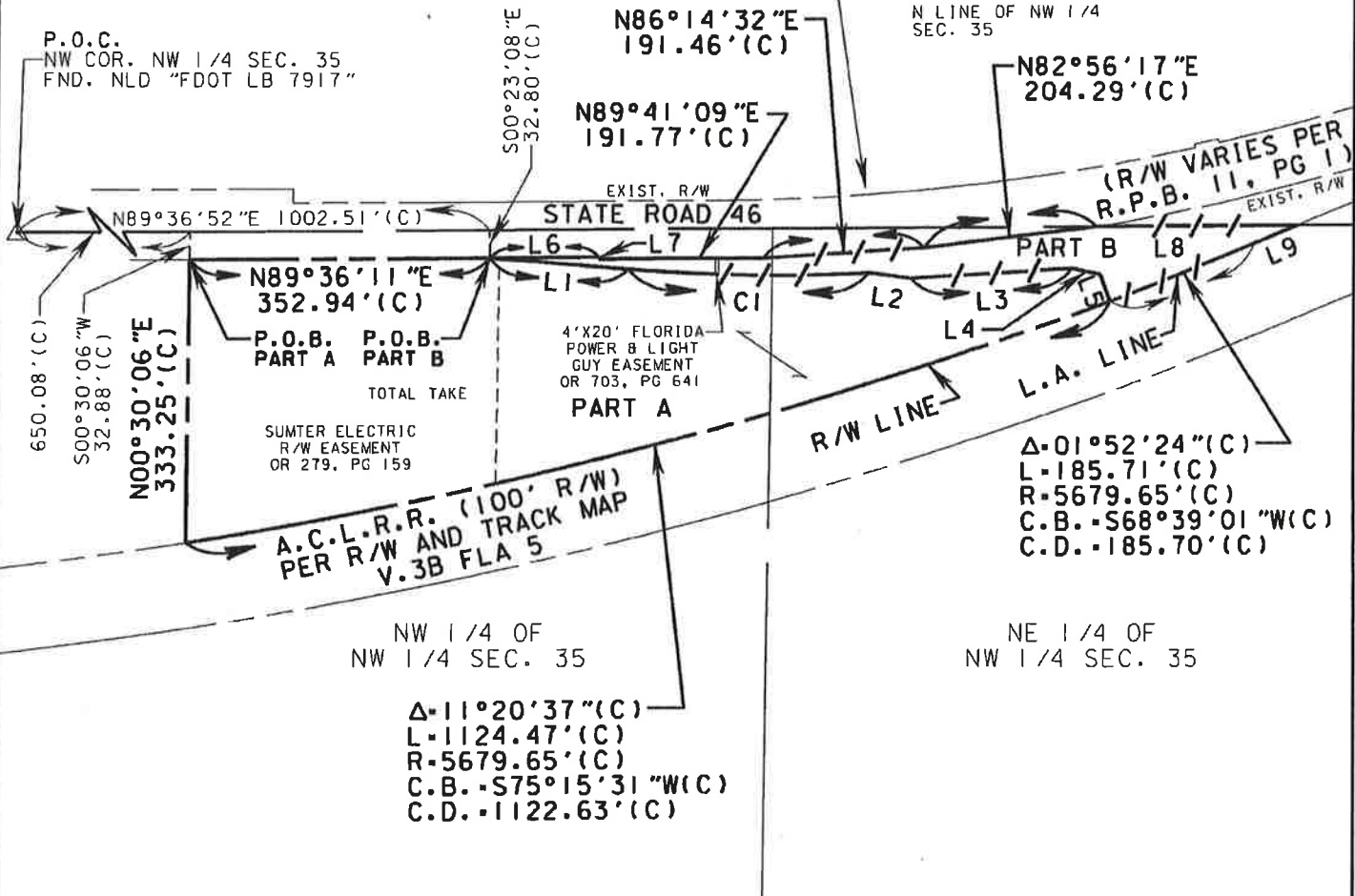
Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

PARCEL: 328
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST



CI:
 Δ -07°38'51"(C)
 L-282.89'(C)
 R-2119.48'(C)
 C.B.-S89°13'01"E(C)
 C.D.-282.68'(C)

- L1 - S85°23'36"E 163.50'(C)
- L2 - S82°25'38"E 49.65'(C)
- L3 - N86°21'19"E 190.13'(C)
- L4 - S78°38'57"E 34.04'(C)
- L5 - S20°24'47"E 34.01'(C)
- L6 - N89°36'11"E 127.89'(C)
- L7 - S00°23'49"E 2.00'(C)
- L8 - N89°36'52"E 242.15'(C)
- L9 - S67°42'49"E 57.09'(C)



SEE SHEETS 1 AND 2 OF 4 FOR LEGAL DESCRIPTION
 SEE SHEET 4 OF 4 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 3 OF 4		DATE: 06/19/14	
		REVISE LEGAL		ALQ	05/15	SCALE: 1" = 200'	
		TOTAL TAKE		CWW	11/14	CHECKED: ALQ	
		PER COMMENTS		CWW	9/14	DRAWN: JSG	
REVISION	BY	DATE	REVISION	BY	DATE	SKETCH PREPARED BY DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

PARCEL: 328

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 89°36'52" EAST, 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. 4886929, DATED JULY 16, 2014.

LEGEND:

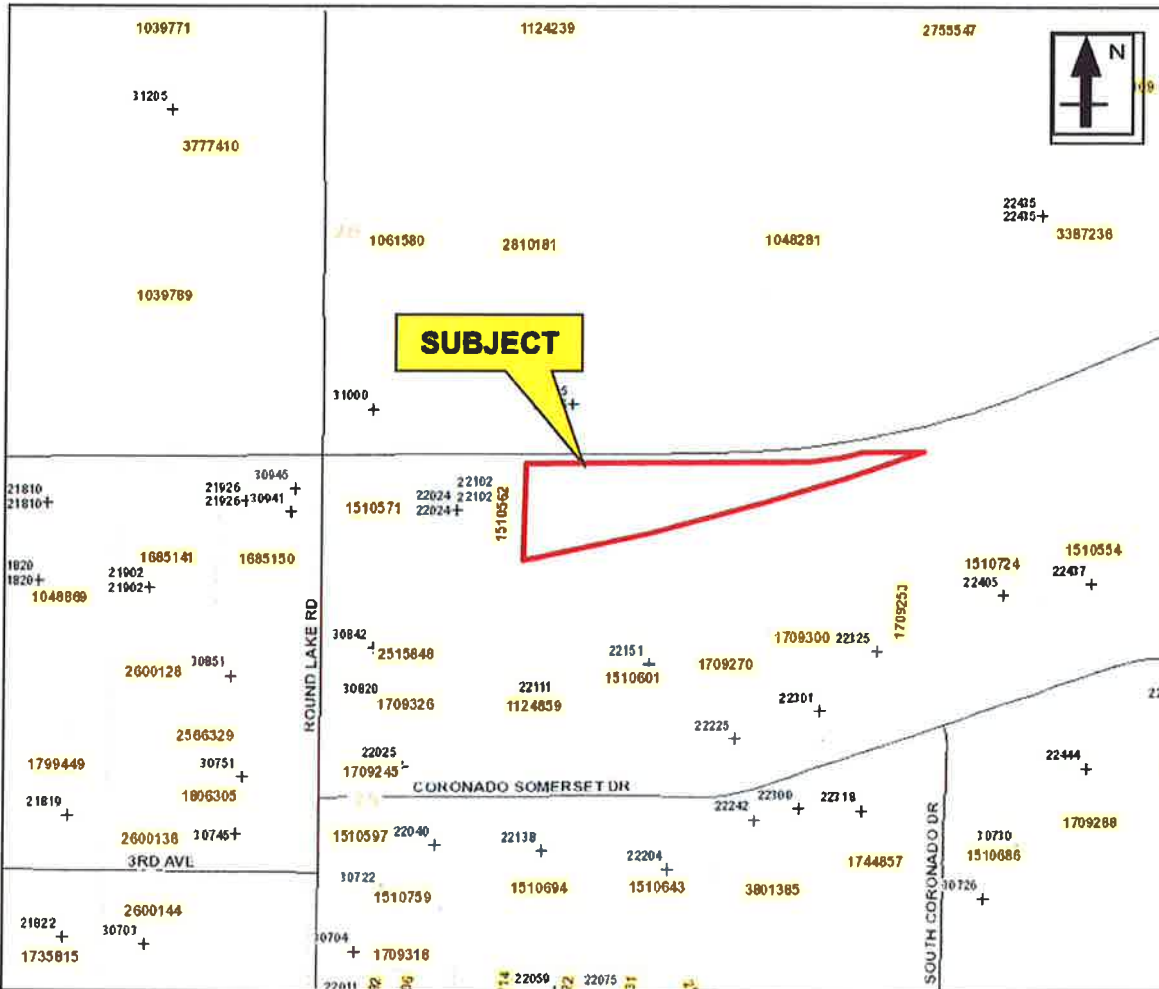
- | | |
|---|--------------------------------|
| A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD | M.B. = MAP BOOK |
| (C) = CALCULATED DATA | OR = OFFICIAL RECORDS BOOK |
| C.B. = CHORD BEARING | ℙ = PROPERTY LINE |
| C.D. = CHORD DISTANCE | P.O.B. = POINT OF BEGINNING |
| COR. = CORNER | P.O.C. = POINT OF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

SEE SHEET 3 OF 4 FOR
SKETCH OF 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)														
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p style="font-size: 1.2em; font-family: cursive;"><i>Allen L. Quickel</i> 5/21/15</p> <p>ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)</p> </div> <div style="width: 55%; border: 1px solid black; padding: 2px;"> <table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <tr> <td style="text-align: center;">DRMP PROJECT NO. 12-0150.000</td> <td style="text-align: center;">SHEET 4 OF 4</td> <td style="text-align: center;">DATE: 06/19/14</td> </tr> <tr> <td style="text-align: center;">REVISE LEGAL</td> <td style="text-align: center;">ALQ 05/15</td> <td style="text-align: center;">SCALE: 1" = 200'</td> </tr> <tr> <td style="text-align: center;">TOTAL TAKE</td> <td style="text-align: center;">CWW 11/14</td> <td style="text-align: center;">CHECKED: ALQ</td> </tr> <tr> <td style="text-align: center;">PER COMMENTS</td> <td style="text-align: center;">CWW 9/14</td> <td style="text-align: center;">DRAWN: JSG</td> </tr> <tr> <td style="text-align: center;">REVISION</td> <td style="text-align: center;">BY DATE</td> <td></td> </tr> </table> </div> </div>		DRMP PROJECT NO. 12-0150.000	SHEET 4 OF 4	DATE: 06/19/14	REVISE LEGAL	ALQ 05/15	SCALE: 1" = 200'	TOTAL TAKE	CWW 11/14	CHECKED: ALQ	PER COMMENTS	CWW 9/14	DRAWN: JSG	REVISION	BY DATE		<p>SKETCH PREPARED BY</p> <p>DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648</p>
DRMP PROJECT NO. 12-0150.000	SHEET 4 OF 4	DATE: 06/19/14															
REVISE LEGAL	ALQ 05/15	SCALE: 1" = 200'															
TOTAL TAKE	CWW 11/14	CHECKED: ALQ															
PER COMMENTS	CWW 9/14	DRAWN: JSG															
REVISION	BY DATE																

PARCEL NO.: 328
OWNER: SOLID, LLC
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-206
CITY/COUNTY: UNINCORPORATED/LAKE

TAX MAP



*Approximate Representation
Source: Lake County Property Appraiser*

Exhibit "B"

PARCEL NO.: 328
OWNER: SOLID, LLC
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-206
CITY/COUNTY: UNINCORPORATED/LAKE

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SUBJECT PHOTOGRAPHS



View of the north area of the parent tract and single family residence, facing southeast from State Road 46



View of the north area of the parent tract and single family residence, facing south from State Road 46

PARCEL NO.: 328
OWNER: SOLID, LLC
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-208
CITY/COUNTY: UNINCORPORATED/LAKE

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SUBJECT PHOTOGRAPHS (CONT.)



View of the north area of the parent tract and single family residence, facing east



View of the north area of the parent tract, facing northeast

PARCEL NO.: 328
OWNER: SOLID, LLC
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-206
CITY/COUNTY: UNINCORPORATED/LAKE

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SUBJECT PHOTOGRAPHS (CONT.)



View of the northwest area of the parent tract, facing west



View of the central area of the parent tract, facing south

PARCEL NO.: 328
OWNER: SOLID, LLC
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-206
CITY/COUNTY: UNINCORPORATED/LAKE

SUBJECT PHOTOGRAPHS (CONT.)



View of the central area of the parent tract, facing southwest



Interior view of the living room and bathroom of the single family residence

PARCEL NO.:
OWNER:
PROJECT:
CITY/COUNTY:

328
SOLID, LLC
SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-206
UNINCORPORATED/LAKE

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SUBJECT PHOTOGRAPHS (CONT.)



Interior view of a bedroom of the single family residence



Interior view of the single family residence garage

PARCEL NO.: 328
OWNER: SOLID, LLC
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-206
CITY/COUNTY: UNINCORPORATED/LAKE

SUBJECT PHOTOGRAPHS (CONT.)



View of State Road 46 and the north border of the subject property, facing east



View of State Road 46, facing west

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-001201

DEBORAH DAY BRACELAND, et al.

Parcel 328 (Solid LLC)

Respondents.

Judge Hill

SETTLEMENT AGREEMENT

During settlement negotiations, Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY (referred to as "Petitioner" or "CFX"), and Respondent, SOLID LLC, a Florida limited liability company (referred to as "Respondent"), reached the following Settlement Agreement:

1. Petitioner will pay to Respondent the sum of EIGHT HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS exactly (\$835,000.00) in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 328, including statutory interest and all claims related to real estate and business damages, if any, tort damages, attorneys' fees and litigation costs, expert witness fees and costs, and any other claim. 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.
2. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of THREE HUNDRED SIXTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$367,000.00). 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 FOUR HUNDRED SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS EXACTLY (\$468,000.00), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case. Additionally, a Clerk's Fee in the amount of ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$170.00) will be added to the settlement amount for processing the deposit through the Court Registry.
3. This Settlement Agreement is contingent upon PNC Bank, National Association's executing and delivering to the Central Florida Expressway Authority a Disclaimer of Interest in a form in substantial conformance with the attached Exhibit "A," disclaiming any interest held in the property.

Exhibit "C"

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.

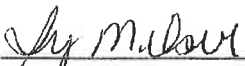
5. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

6. 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. SOLID LLC 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* (2017).

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 parties listed below on this 7th day of February, 2018 contains all the agreements of the parties.

for 

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



Raymer F. Maguire, III, Esq.
MAGUIRE & LASSMAN, P.A.
Counsel for Respondent,
Solid LLC, a Florida limited liability
company

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-001201

DEBORAH DAY BRACELAND, et al.

Parcel 328 (Solid LLC)

Respondents.

Judge Hill

NOTICE OF DISCLAIMER OF INTEREST BY
RESPONDENT, PNC BANK, NATIONAL ASSOCIATION

Comes now, the Respondent, PNC BANK, NATIONAL ASSOCIATION, successor by acquisition of RBC Bank (USA), successor by acquisition of Florida Choice Bank, by and through its undersigned officer and hereby files this Notice of Disclaimer of Interest in the above-referenced action and gives notice to all parties to this litigation that it no longer has an interest in the litigation and/or the condemnation proceeds relative to the Mortgage and Security Agreement recorded in Official Records Book 3016, Page 1687; in the Assignment of Rents and Leases recorded in Official Records Book 3016, Page 1693; or in the Final Judgment in Case Number 2011-CA-003355 recorded in Official Records Book 4144, Page 2022, in the Official Records of Lake County, Florida.

WHEREFORE, the Respondent, PNC BANK, NATIONAL ASSOCIATION, respectfully requests that it be removed from the service list and all notices of future proceedings may be without reference to the Respondent, PNC BANK, NATIONAL ASSOCIATION.

Exhibit "A"

Dated this 1st day of FEBRUARY, 2018.

PNC BANK, NATIONAL ASSOCIATION

By: Sheryl M. Kelly

Sheryl M. Kelly, Vice President
Commercial Banking | Asset Resolution Team
Mailcode G4-XMDA-17-2
1075 Peachtree Street, NE
Suite 1700
Atlanta, Georgia 30309
Sheryl.kelly@pnc.com



PNC Bank
1075 Peachtree Street NE
Suite 1700
Atlanta, GA 30309

Tel: 404-495-6064
Fax: 877-670-6785

February 7, 2018

Matthew Silbernagel, Esquire
Maquire Lassman, P.A.
605 E. Robinson Street
Suite 140
Orlando, FL 32801

Re: CFX v Solid, LLC, Parcel 328

Dear Matt:

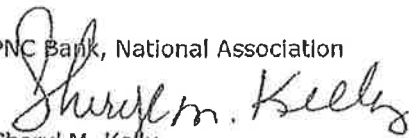
As part of the proposed settlement agreement between CFX and Solid, LLC regarding parcel 328, and as requested, the original executed Notice of Disclaimer of Interest By Respondent, PNC Bank, National Association is being provided to you.

Please hold the Notice document in escrow until such time as the proposed settlement agreement has been fully approved. Once approved, please notify me and I will send you authorization to release the Notice document from escrow.

Let me know if you need anything further.

Sincerely,

PNC Bank, National Association


Sheryl M. Kelly
Vice President

Member of The PNC Financial Services Group
1075 Peachtree Street NE, Suite 1600, Atlanta, GA 30309
www.pnc.com

EXPERT INVOICES FOR SOLID, LLC	AMOUNT
LPG (Greg Beliveau)	\$30,046.77
Juris Corp (Robert Scott)	\$10,360.00
Calhoun & Dreggors (Rick Dreggors)	\$37,105.00
Lakemont Group (Josh Harris)	\$26,417.93
Williams Development (Ed Williams)	\$24,750.00
TOTAL	\$128,679.70

Exhibit "D"

Hour Detail Sheet

Client: Solid LLC				
Matter: CFX Parcel 328				
Person	Date	Hrs	Description	Time
JH	5/23/2016	1.8	File intake and review, build case file	1.8
JH	7/21/2016	1	Call to discuss parcel development potential	1.0
JH	8/11/2016	0.8	call to discuss scope of research	0.8
JH	8/25/2016	1.3	Call to discuss land planning issues	1.3
JH	10/18/2016	4.2	background research, market research	4.2
JH	10/20/2016	3.7	Research retail demand and population for market	3.7
JH	10/27/2016	1	call to discuss land use issues	1.0
JH	11/2/2016	0.7	mapping of data and discussion of method	0.7
JH	11/10/2016	1	call to discuss blight issues and traffic issue	1.0
JH	11/18/2016	1.5	discussion on blight and issue with case	1.5
JH	12/15/2016	1	call to discuss scope of report	1.0
JH	1/13/2017	0.7	call to discuss project influences and comp selection	0.7
JH	4/19/2017	0.8	Call to discuss CFX appraiser depo	0.8
JH	4/28/2017	0.5	Call to discuss land planning issues	0.5
JH	8/1/2017	2.1	background research, traffic issues (SR 46)	2.1
JH	8/3/2017	1	refine scope of report, set additional sections	1.0
JH	8/8/2017	1.5	creation of maps and charts for reports	1.5
JH	8/10/2017	4.8	conduct Trade Area Analysis for subject property	4.8
JH	8/11/2017	5.6	draft report, update charts, review docs	5.6
JH	8/15/2017	2.6	revise parcel specific sections, update trade analysis	2.6
JH	8/16/2017	3.2	append sections of report with charts graphs, final edi	3.2
JH	8/18/2017	0.7	call to discuss report scope and trade area analysis	0.7
JH	8/19/2017	1.8	extend Trade Area Analysis to address blight issues	1.8
JH	8/27/2017	0.5	call to discuss trade area analysis	0.5
JH	9/8/2017	2.6	Revise and extend report	2.6
JH	9/25/2017	1.4	Finalize and transmit report	1.4
JH	10/6/2017	0.3	Call to discuss prep for mediation and reports	0.3
JH	11/13/2017	0.5	Call to discuss exhibits to be produced	0.5
JH	11/27/2017	3.5	review file for deposition, prepare for transmission	3.5
JH	11/28/2017	2.9	Prepare for deposition	2.9
JH	12/6/2017	1.2	Call to discuss CFX rebuttal report	1.2
JH	12/8/2017	2.1	Review CFX rebuttan reports	2.1
JH	12/10/2017	3.2	Construct exhibits	3.2
JH	12/13/2017	0.5	Call to discuss finalization of exhibits	0.5
JH	12/14/2017	2.2	Finalize trial exhibits	2.2
JH	12/18/2017	1.8	finalize and send file for CFX and trial exhibits	1.8
JH	12/19/2017	0.8	Discussion on trial exhibits	0.8
JH	12/19/2017	1.8	Discussion on trial exhibits	1.8
JH	12/20/2017	3.5	Prepare trial exhibits for print production	3.5
JH	12/21/2017	0.5	Review demographic data of planner	0.5
JH	12/21/2017	0.3	Transmit and finalize exhibit order	0.3
JH	1/3/2017	1.5	review depo transcript of CFX appraiser	1.5
JH	1/3/2017	0.3	Call to discuss timeline of property and issues	0.3
Total		74.7		74.7
Person Guide:				
JH - Joshua A. Harris, Ph D., CRE, CCIM, CAIA, Managing Partner				
TS - J. Turner Swann, MSRE, Senior Consultant				
Expenses				
			Exhibits and supplies from OfficeMax	\$ 255.47
			Foam Boards from Office Max	\$ 17.46
			Total expenses	\$ 272.93

Payment Instruction via Check:

LAKEMONT GROUP
c/o JOSHUA HARRIS
7323 GABERIA RD
TRINITY, FL 34655

Lakemont Group
7323 Gaberia Rd, Trinity, FL 34655

INVOICE

Order Number: [Redacted]
Order Date: 12/21/2017
Customer Name: JOSHUA HARRIS
Account #: [Redacted]
Payment Info: [Redacted]
Comments: Visa, last 4 digits: [Redacted]

Status: In Process
Tracking: N/A
Shipping to: JOSHUA HARRIS
565 E. BOWLING GREEN ST
C/O MARGUERITE LASSIMAN #140
ORLANDO, FL 32801-2040
Standard Shipping

In Process
N/A
JOSHUA HARRIS
565 E. BOWLING GREEN ST
C/O MARGUERITE LASSIMAN #140
ORLANDO, FL 32801-2040
Standard Shipping

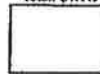
ITEM DESCRIPTION	QTY	AVAIL QTY	EO Qty	UNIT PRICE	LT	EXTENDED PRICE
Office Depot Brand 100% Recycled Material Kraft Computed Sheets, 24" x 35", White, Pack Of 20 (571548)	1	1	0	\$20.490	box	\$20.49
20% off your qualifying purchase (571548)	1	1	0	\$(4.100)		\$(4.10)

LEADS

QTY: Original Quantity Ordered
AVAIL QTY: Ordered Quantity - Backorder Quantity
EO Qty: Backorder Quantity
UNIT PRICE: Price per Individual Unit
LT: Unit Lead Time
EXTENDED PRICE: Ordered Quantity x Unit Price

Subtotal: 20.49
Tax: 1.07
Delivery Fee: 0.00
Misc: (4.10)

Total: \$17.46



Order Number: [Redacted]
Order Date: 12/21/2017
Customer Name: JOSHUA HARRIS
Account #: [Redacted]
Payment Info: [Redacted]
Comments: Visa, last 4 digits: [Redacted]

Status: In Process
Tracking: N/A
Shipping to: JOSHUA HARRIS
565 E. BOWLING GREEN ST
C/O MARGUERITE LASSIMAN #140
ORLANDO, FL 32801-2040
Standard Shipping

In Process
N/A
JOSHUA HARRIS
565 E. BOWLING GREEN ST
C/O MARGUERITE LASSIMAN #140
ORLANDO, FL 32801-2040
Standard Shipping

ITEM DESCRIPTION	QTY	AVAIL QTY	EO Qty	UNIT PRICE	LT	EXTENDED PRICE
Custom Full-Color Poster (111654)	1	1	0	\$0.000	each	\$0.00
POSTER, PRINT, BOND, 24X36, COLOR (111654)	1	1	0	\$18.890	each	\$18.89
20% off your qualifying purchase (111654)	1	1	0	\$(4.000)		\$(4.00)
Custom Full-Color Poster (111654)	1	1	0	\$0.000	each	\$0.00
POSTER, PRINT, BOND, 24X36, COLOR (111654)	1	1	0	\$18.890	each	\$18.89
20% off your qualifying purchase (111654)	1	1	0	\$(4.000)		\$(4.00)
Custom Full-Color Poster (111654)	1	1	0	\$0.000	each	\$0.00
POSTER, PRINT, BOND, 24X36, COLOR (111654)	1	1	0	\$18.890	each	\$18.89
20% off your qualifying purchase (111654)	1	1	0	\$(4.000)		\$(4.00)
Custom Full-Color Poster (111654)	1	1	0	\$0.000	each	\$0.00
POSTER, PRINT, BOND, 24X36, COLOR (111654)	1	1	0	\$18.890	each	\$18.89
20% off your qualifying purchase (111654)	1	1	0	\$(4.000)		\$(4.00)
Custom Full-Color Poster (111654)	1	1	0	\$0.000	each	\$0.00
POSTER, PRINT, BOND, 24X36, COLOR (111654)	1	1	0	\$18.890	each	\$18.89

Payment Instruction via Check:

LAKEMONT GROUP
C/O JOSHUA HARRIS
7323 GABERIA RD
TRINITY, FL 34655

Lakemont Group
7323 Gaberia Rd, Trinity, FL 34655

INVOICE

LECOM

QTY: Original Quantity Ordered
AVAILABLE: Ordered Quantity - Backorder Quantity
5/C Qty: Backorder Quantity
UNIT PRICE: Price per Individual Unit
LSC: Unit of Measure
EXTENDED PRICE: Ordered Quantity x Unit Price

Subtotal: 259.86
Tax: 15.69
Delivery Fee: 0.00
Misc.: (59.97)

Total: \$265.47



Payment Instruction via Check:
LAKEMONT GROUP
C/O JOSHUA HARRIS
7323 GABERIA RD
TRINITY, FL 34655

Lakemont Group

7323 Gaberia Rd, Trinity, FL 34655

INVOICE

Invoice Number 1

Period Covered –

5/23/16 to 1/4/18

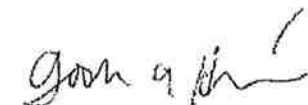
January 4, 2018

To:

Raymer F. Maguire, III
 Maguire Lassman, P.A.
 605 E. Robinson St, Suite 140
 Orlando Florida 32801
 Attn: Accounts Payable

DATES	DESCRIPTION	PERSON	HOURS	RATE	AMOUNT
	<u>Client: Solid, LLC</u> <u>Matter: CFX v. Solid, LLC et. al. – Parcel 328</u> <u>Lake County, Florida</u> <u>Case No: 2015-CA-001201</u>				
See Attached	Meetings and calls with attorneys and clients, review of case documents, review CFX depositions and reports, determine scope of report and research.	JH	17.3	\$350.00	\$ 6,055.00
See Attached	Background research, Lake County data/report review and analysis, conduct Trade Area Analysis, conduct retail site analysis, and create charts and maps of data.	JH	20.9	\$350.00	\$ 7,315.00
See Attached	Draft report, prepare charts, maps, graphs and summarize file and append into report.	JH	16.0	\$350.00	\$ 5,600.00
See Attached	Prepare file for transmission to CFX, prepare and review for deposition, create and transmit exhibits for trial.	JH	20.5	\$350.00	\$ 7,175.00
	SUB TOTAL:				\$ 26,145.00
Expenses	Printing and Supplies for Trial Exhibits				\$ 272.93
	TOTAL DUE:				\$ 26,417.93
	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
 7323 GABERIA RD
 TRINITY, FL 34655

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

January 4, 2018

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

RE: Owner: Solid, LLC
Project: Wekiva Parkway
Parcel No.: 328
County: Lake

INVOICE

Conference calls and meetings with other experts to analyze highest and best use of the property before the taking and any consideration of Wekiva Parkway project, review land planning reports, conference with land planner, economist, and other experts, research analysis of commercial oriented land sales, inspection of sales, verification of sales, write-up of sales, analysis of sales, preparation of appraisal report.

Researcher:	26.50 Hrs. x \$ 75/Hr. =	\$ 1,987
LaBarre:	10.00 Hrs. x \$150/Hr. =	1,500
Abrams Schmidt:	94.25 Hrs. x \$ 175/Hr.=	16,494
Dreggors:	46.75 Hrs. x \$275/Hr. =	<u>12,856</u>
Subtotal		\$32,837

Review documents provided by CFX, review CFX rebuttal report, conference with experts, begin preparation for deposition and trial.

Researcher:	3.75 Hrs. x \$ 75/Hr. =	\$ 281
Dreggors:	14.50 Hrs. x \$275/Hr. =	<u>3,987</u>
Subtotal		<u>\$4,268</u>
Total		\$37,105

Thank you,

Richard C. Dreggors, GAA
President

RCD/smo

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

OWNER	SOLID, LLC	RESEARCHER
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	328	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
10/01/16	ASSIST WITH VACANT LAND SALES RESEARCH.	1.75
10/03/16	CONTINUE TO ASSIST WITH VACANT LAND SALES RESEARCH.	2.50
10/05/16	CREATED MAP AND SUMMARY CHART OF SALES RESEARCH.	1.75
11/01/16	CONTINUE TO ASSIST WITH VACANT LAND SALES RESEARCH; UPDATED MAP OF SALES RESEARCH.	2.25
11/02/16	ASSISTED WITH UPDATED SALES RESEARCH; UPDATED MAP WITH NEW SALES.	2.25
11/03/16	ASSISTED WITH SALE WRITE-UPS.	8.75
11/04/16	ASSISTED WITH SALE WRITE-UPS; MADE EDITS TO GRIDS AND UPDATED SALES MAP.	4.50
12/06/16	ASSISTED WITH SALES RESEARCH.	<u>2.75</u>
	SUBTOTAL HOURS	26.50
11/15/17	ASSISTED WITH TRIAL EXHIBITS.	3.25
12/11/17	UPDATED LAND SALES MAP TO INCLUDE CARPENTER'S DECEMBER 2014 APPRAISAL SALES.	<u>0.50</u>
	SUBTOTAL HOURS	3.75
	TOTAL HOURS	30.25

OWNER	SOLID, LLC	KIMBERLY LABARRE
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	328	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
08/18/15	PREPARE FOR AND ATTEND CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; RESEARCH DATA ON PREVIOUS REPORTS ON STATE ROAD 46; REVIEWED LAND PLANNER DOCUMENTS.	2.75
04/06/16	PREPARE FOR AND ATTEND CONFERENCE CALL WITH OWNER'S REPRESENTATIVE AND LAND PLANNER.	0.50
05/17/16	MET WITH RICK TO DISCUSS ISSUES; PREPARE DOCUMENTS FOR UPCOMING MEETING.	1.25
05/18/16	PREPARE FOR AND ATTEND CONFERENCE CALL WITH EXPERTS; PREPARE DOCUMENTS FOR PROJECT.	2.25
06/08/16	PREPARE FOR AND ATTEND CONFERENCE CALL; MET WITH RICK TO DISCUSS APPRAISAL ISSUES AND SPOKE TO LAND PLANNER.	1.25
08/11/16	PREPARE FOR AND ATTEND CONFERENCE CALL WITH OWNER'S REPRESENTATIVE AND OTHER EXPERTS.	0.50
08/25/16	PREPARE FOR AND ATTEND CONFERENCE CALL WITH EXPERTS AND OWNER'S REPRESENTATIVE.	<u>1.50</u>
	TOTAL HOURS	10.00

OWNER	SOLID, LLC	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	328	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
10/26/15	RESEARCH/ANALYSIS OF SALES; MEETING WITH RICK TO REVIEW.	2.00
11/10/16	CONFERENCE WITH RICK TO DISCUSS FILE AND SALES.	1.00
11/14/16	ANALYSIS OF SALES; WORK ON EXHIBITS.	1.25
11/15/16	REVIEW OF SUBJECT MATERIAL AND LAND PLANNING REPORT; ASSIST WITH APPRAISAL; WORK ON SUBJECT EXHIBITS.	4.50
11/16/16	ASSISTED WITH APPRAISAL; PREPARE FOR SALES INSPECTION.	5.00
11/17/16	ASSISTED WITH APPRAISAL; MEETING WITH RICK TO DISCUSS LAND PLANNING ISSUES; CALL WITH LAND PLANNER.	3.50
11/18/16	CALL WITH EXPERTS; ASSISTED WITH APPRAISAL; INSPECTED SALES.	6.50
11/21/16	WORKED ON SALE WRITE-UPS.	2.00
11/22/16	WORKED ON SALE WRITE-UPS; DISCUSS SALES DATA WITH EXPERTS; ASSISTED WITH APPRAISAL.	2.75
11/28/16	REVIEW OF LAND PLANNING REPORT; VERIFY SALES.	3.25
11/29/16	VERIFY SALES; CALL WITH LAND PLANNER; ASSIST WITH APPRAISAL.	3.50
11/30/16	WORKED ON SALE WRITE-UPS; VERIFY SALES.	2.75
12/01/16	ASSISTED WITH APPRAISAL.	2.00
12/02/16	CALL WITH EXPERTS; REVIEW SALES DATA; ASSISTED WITH APPRAISAL; MEETING WITH RICK TO REVIEW LAND PLANNING ANALYSIS.	4.25
12/05/16	ASSIST WITH APPRAISAL.	2.75
12/06/16	MEETING WITH RICK TO REVIEW UPDATED SALES ANALYSIS; RESEARCH/REVIEW SALES.	2.50
12/07/16	WORK ON SALE WRITE-UPS AND EXHIBITS OF UPDATED SALES; ASSIST WITH APPRAISAL.	4.00

OWNER	SOLID, LLC	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	328	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
12/09/16	WORK ON SALE WRITE-UPS; VERIFY SALES.	3.50
12/12/16	VERIFY SALES; ASSIST WITH APPRAISAL.	2.50
12/13/16	INSPECTED SALES; ASSISTED WITH APPRAISAL; VERIFIED SALES.	4.00
12/15/16	CALL WITH EXPERTS; ASSISTED WITH APPRAISAL; SALE VERIFICATIONS.	3.50
01/11/17	PREPARE AND PARTICIPATE IN CALL WITH EXPERTS.	0.50
01/13/17	CONFERENCE CALL WITH EXPERTS. (NO CHARGE)	0.00
02/09/17	PREPARE AND PARTICIPATE IN CALL WITH EXPERTS.	0.50
02/16/17	PREPARE FOR CALL; CALL WITH EXPERTS.	1.50
02/20/17	REVIEW UPDATED LAND PLANNING INFORMATION; ASSISTED WITH APPRAISAL; CALL WITH LAND PLANNER.	3.75
02/22/17	REVIEW LAND PLANNING ANALYSIS.	0.50
04/18/17	PREPARE FOR CALL; CALL WITH EXPERTS.	1.00
05/25/17	RESEARCH/ANALYSIS OF CONDEMNOR'S SALES; WORK ON SUMMARY ANALYSIS OF SALES.	4.50
05/26/17	ANALYSIS OF CARPENTER SALES.	2.25
08/03/17	PREPARE FOR AND ATTEND CONFERENCE CALL WITH EXPERTS.	1.25
08/04/17	ASSISTED WITH APPRAISAL; CALL WITH OWNER'S REPRESENTATIVE; WORKED ON ADDENDA.	3.75
08/07/17	ASSISTED WITH APPRAISAL AND ADDENDA.	1.50
08/11/17	CONFERENCE CALL WITH EXPERTS. (NO CHARGE)	0.00
08/14/17	ASSISTED WITH APPRAISAL AND ADDENDA.	1.25
08/16/17	MEETING WITH RICK TO DISCUSS JOSH HARRIS'S REPORT AND SALES; ASSIST WITH APPRAISAL.	2.00

OWNER	SOLID, LLC	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	328	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
08/21/17	MET WITH RICK; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; CONFERENCE CALL WITH JOSH HARRIS.	1.00
08/30/17	REVIEW OF UPDATED JOSH HARRIS REPORT AND LAND PLANNING ANALYSIS; CALL WITH OWNER'S REPRESENTATIVE.	0.75
09/26/17	CALL WITH LAND PLANNER AND OWNER'S REPRESENTATIVE; UPDATE ADDENDA.	<u>1.25</u>
	TOTAL HOURS	94.25

OWNER	SOLID, LLC	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	328	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
07/27/15	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE; CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING VALUATION ISSUES.	2.25
07/28/15	REVIEW ADDITIONAL DOCUMENTS AND CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING SUBJECT'S HIGHEST AND BEST USE BEFORE THE TAKING.	1.00
07/30/15	REVIEW SUBJECT PLANS AND OTHER DOCUMENTS.	0.50
07/31/15	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW DOCUMENTS FROM THE OWNER.	0.50
08/18/15	PREPARE FOR CONFERENCE CALL WITH PLANNER AND OWNER'S REPRESENTATIVE REGARDING HIGHEST AND BEST USE OF SUBJECT.	1.25
10/26/15	REVIEW LAND SALES; ASSIST WITH LAND SALES RESEARCH; MEETING WITH ASSOCIATE TO REVIEW.	1.50
04/25/16	PREPARE FOR AND CONFERENCE WITH EXPERTS AND OWNERS REGARDING SCOPE OF WORK.	0.50
05/11/16	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE; DISCUSS LAND PLANNING ISSUES BEFORE THE TAKING.	0.75
05/13/16	REVIEW LPG REPORT/EXHIBITS; PARTICIPATE IN CONFERENCE CALL WITH LAND PLANNER AND OWNER'S REPRESENTATIVE.	0.75
05/17/16	MEETING WITH ASSOCIATE TO PREPARE FOR CALL.	0.50
05/18/16	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE AND PLANNER TO REVIEW LAND PLANNING AND HIGHEST AND BEST USE ISSUES.	2.25
06/08/16	PREPARE FOR CONFERENCE CALL; CONFERENCE WITH PLANNER; LATER CONFERENCE WITH PLANNER AND OWNER'S REPRESENTATIVE TO REVIEW.	1.25
06/13/16	REVIEW LAND PLANNING ISSUES AND CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.50
07/21/16	PREPARE FOR AND CONFERENCE WITH PLANNER; CONFERENCE WITH OWNER'S REPRESENTATIVE. (NO CHARGE)	0.00

OWNER	SOLID, LLC	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	328	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
08/11/16	PARTICIPATE IN CONFERENCE CALL WITH EXPERTS TO REVIEW SCOPE OF WORK AND DEADLINES.	0.50
09/12/16	PREPARE FOR AND PARTICIPATE IN CONFERENCE CALL WITH EXPERTS.	0.75
09/30/16	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE AND EXPERTS. (NO CHARGE)	0.00
10/10/16	REVIEW LAND SALES; ANALYSIS OF LAND SALES.	2.25
10/11/16	REVIEW SALES; ASSIST WITH SALES RESEARCH.	1.00
10/12/16	REVIEW LAND SALES.	0.75
10/14/16	PREPARE FOR AND CONFERENCE WITH OWNER TO REVIEW LAND SALES RESEARCH AND DEADLINES.	0.75
10/31/16	ASSIST WITH LAND SALES ANALYSIS/RESEARCH.	1.25
11/01/16	ASSIST WITH LAND SALES RESEARCH.	0.75
11/10/16	PREPARE FOR AND CONFERENCE WITH EXPERTS.	0.75
11/17/16	MEETING WITH ASSOCIATE TO DISCUSS PLANNING ISSUES.	0.75
12/02/16	ANALYSIS OF SALES; PARTICIPATE IN CONFERENCE CALL; MEETING WITH ASSOCIATE.	1.50
12/06/16	ASSIST WITH LAND SALES RESEARCH; MEETING WITH ASSOCIATE TO REVIEW.	2.75
12/15/16	PREPARE FOR AND CONFERENCE WITH EXPERTS TO REVIEW LAND PLANNING AND MARKET ANALYSIS.	0.75
01/11/17	PREPARE FOR AND CONFERENCE WITH EXPERTS REGARDING LAND PLANNING ANALYSIS. (NO CHARGE)	0.00
02/09/17	PREPARE FOR AND CONFERENCE WITH EXPERTS TO REVIEW LAND PLANNING. (NO CHARGE)	0.00
02/16/17	PREPARE FOR AND CONFERENCE WITH PLANNERS.	0.75
03/28/17	PREPARE FOR AND CONFERENCE WITH OWNER AND EXPERTS.	0.75
04/18/17	PREPARE FOR AND PARTICIPATE IN CONFERENCE CALL WITH EXPERTS TO REVIEW DEPOSITION PREPARATION.	1.75

OWNER	SOLID, LLC	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	328	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
04/28/17	CONFERENCE CALL WITH LAND PLANNERS. (NO CHARGE)	0.00
06/05/17	PREPARE FOR AND CONFERENCE WITH RAYMER MAGUIRE, MATT SILBERNAGEL AND GARY PENDERGAST REGARDING EFFECT OF FLU ON AREA REGARDING WALTER CARPENTER'S OPINIONS.	1.75
07/24/17	PREPARE FOR AND CONFERENCE WITH EXPERTS ON SCOPE OF PROJECT ANALYSIS BY CFX.	1.50
07/26/17	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW CFX APPRAISER INFORMATION.	0.75
07/27/17	PREPARE FOR AND CONFERENCE WITH EXPERTS TO REVIEW CONDEMNOR BLIGHT.	0.75
08/03/17	PREPARE FOR AND CONFERENCE WITH EXPERTS TO FINALIZE REPORTS.	0.50
08/11/17	PREPARE FOR CONFERENCE WITH EXPERTS.	0.50
08/16/17	REVIEW LAKEMONT REPORT; MEETING WITH ASSOCIATE.	1.25
08/21/17	MEETING WITH ASSOCIATE; REVIEW HARRIS REPORT.	1.00
09/15/17	CONFERENCE WITH RAYMER MAGUIRE REGARDING STATUS OF OUR APPRAISAL.	0.50
09/18/17	REVIEW/WRITE REPORT.	4.75
09/21/17	CONFERENCE WITH MATT SILBERNAGEL REGARDING STATUS OF OUR REPORT AND COMPARABLES.	0.75
09/25/17	REVIEW LAND SALES.	0.75
09/26/17	CONFERENCE WITH PLANNER AND RAYMER MAGUIRE; FINALIZE REPORT.	<u>0.75</u>
	SUBTOTAL HOURS	46.75
10/04/17	REVIEW DOCUMENTS FROM CFX REGARDING FLU AND DEMAND FOR PROPERTY IN THE AREA.	1.75
10/06/17	REVIEW CFX DOCUMENTS; CONFERENCE WITH M. SILBERNAGEL AND RAYMER MAGUIRE.	0.75

OWNER	SOLID, LLC	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	328	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
11/10/17	CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.50
11/13/17	PREPARE FOR AND CONFERENCE WITH EXPERTS TO REVIEW TRIAL EXHIBITS AND OUR SCOPE OF WORK.	0.75
11/15/17	CONFERENCE WITH R. MAGUIRE REGARDING CFX REBUTTAL REPORT.	0.50
11/16/17	REVIEW CFX REBUTTAL REPORT FORMAT.	0.25
12/06/17	PREPARE FOR AND PARTICIPATE IN CONFERENCE CALL WITH EXPERTS.	0.50
12/08/17	PREPARE FOR AND PARTICIPATE IN CONFERENCE CALL TO PREPARE FOR DEPOSITIONS.	1.75
12/11/17	CONFERENCE CALL WITH EXPERTS TO PREPARE FOR DEPOSITIONS AND TRIAL.	0.75
12/13/17	CONFERENCE CALL WITH EXPERTS; DISCUSS HARDGROVE OPINIONS.	0.50
12/19/17	PREPARATION FOR TRIAL AND DEPOSITION; CONFERENCE CALL WITH EXPERTS.	3.75
12/20/17	REVIEW TRIAL EXHIBITS; CONFERENCE WITH RAYMER MAGUIRE AND MATT SILBERNAGEL.	<u>2.75</u>
	SUBTOTAL HOURS	14.50
	TOTAL HOURS	64.25

January 8, 2018

Mr. Raymer F Maguire III
Maguire Lassman PA
605 e. Robinson Street Suite 140
Orlando Fl. 32801

Subject: CFX v. Solid LLC
Parcel 328, Wekiva Parkway SR 429, Lake County Case # 2015-CA-001201
Land Planning and Development Permitting Invoice

Dear Mr. Maguire

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 makes with an (A) indicate times allocated on the same day between two or more cases.

DATE	SERVICES	HOURS
8-11-15	Meeting with attorney, retained in case, received initial work assignments	1.5
9-1-15	Site and neighborhood inspections	1.8
4-19-16		2.5A
2-16-17		2.0A
3-1-16	Review right of way and construction plans for impacts to property	1.4
5-4-16	Collect and analyze background data on Lake County Comprehensive Plan, Land	3.0
5-5-16	Development Code, Mount Dora Comprehensive Plan and Land Development	2.0
6-3-16	Code, probability of annexation, reasonable probability of code amendments,	2.5
10-9-15	Utility availability and physical Characteristics of the site, including	1.0A
9-6-16	County Comprehensive Plan, Future Land Use Maps and amendments	1.5A
10-22-15	City Comprehensive Plan, Future Land Use Maps and amendments	2.0 A
11-2-15	Annexation issues	1.0A
	City/County Joint Planning Area Agreements	
	RERC Marketing Analysis Report	
	The Master Plan presentation document	
	Resolution 2006-21(Mount Dora)	
7-1-16	Collect and analyze background data on Wekiva Parkway Project including	
9-27-16	Chapter 15 the Western Beltway History	1.5
11-8-16	Wekiva Basin Committee Final Report	1.5
2-19-17	Wekiva River Protection Act	2.0
	Wekiva Parkway and Protection Act	1.0
	Office of Governor Executive Order 02-259	
	Office of Governor Executive Order 03-112 \	
4-19-16	Permitting history of Solid LLC property, environmental report traffic study	1.5

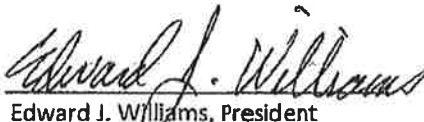
1-3-16 1-19-16	Analyze issues related to condemnation blight, project influence and scope of the project.	3.0A 3.5A
6-9-16 6-21-17 8-29-17	Review and comment on LPG Inc. reports and updates	1.0 1.0 1.5
4-20-16 9-9-16 11-18-16 1-13-17 2-9-17 11-29-17 12-20-17	Preparation for and attendance at Team Meetings of experts to report findings, exchange information and coordinate work assignments	1.0 0.5 1.0 1.0 1.0 0.5 0.5
7-22-16 7-18-17 4-26-17 11-29-17	Review and comment on CFX appraisal and updates by Carpenter	3.5 2.5 2.8 2.0
12-18-17 12-19-17	Compare Carpenters deposition in SLG with deposition in Solid for conflicts	2.0 2.5
8-25-16	Discuss highest and best use issues with appraisers Dreggors and Abrams	1.0
8-26-16 8-27-16	Analyze development trends along SR 46	2.5 2.0
9-19-16 6-21-17	Clarify utility extension Issues and Mount Dora reimbursement provisions.	2.5 1.0
10-4-16 10-12-16	Analyze reasonable probability of annexation, rezoning and comprehensive plan amendments in support of highest and best use	2.0 2.0
11-22-16 11-30-16 3-17-17	Highest and best use analysis, prepare report	3.0 2.0 2.5
8-18-17 9-19-17	Review and comment on owners appraisal and update from a land planning and development permitting standpoint	1.0 1.0
6-11-17 12-18-17	Review and comment owners expert reports, and exhibits	2.0 2.5

5-26-17	Assist in preparing timelines and exhibits for reports and trial	2.0(A)
11-9-17		1.0(A)
12-19-17		1.0
12-7-17	Review and comment on Hardgrove report	2.5
12-16-17		2.0
12-20-17		2.0
12-18-17	Prepare files for CFX review	1.0

Subtotal: 99.0 Hours at \$250.00 per Hour

Total Due: \$24,750

Approved By:


Edward J. Williams, President
Williams Development Services Inc.



Juris Corporation
 255 S. Orange Avenue
 Suite 101
 Orlando, FL 32801

407-648-0405

Invoice

Invoice #: 9821
 Invoice Date: 12/04/2017

Bill To: [Redacted]

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

Description	Hours/Qty	Rate	Amount
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Case: Solid, LLC

For work performed on the above referenced matter through December 4, 2017, including:

47.5 185.00 \$8,787.50

R. Scott - Project management, document review, exhibit development for presentation exemplar(s) and computer graphics.

Please make checks payable to: Juris Corporation.
 Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$8,787.50
Payments / Credits	
Balance Due	\$8,787.50



Juris Corporation
255 South Orange Avenue
Suite 101
Orlando, FL 32801
407-648-0405

Invoice #: 9823
Invoice Date: 1/4/2018

Bill To

Maguire Lassman, P.A.
605 East Robinson Street
Suite 140
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
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Case: CFEA v. Deborah Day Braceland, LLC, et al
Attn: Mr. Raymer Maguire, III, Esq.

R. Scott - Updates to multimedia presentation, teleconferences, review of expert documents and Carpenter deposition	8.5	185.00	1,572.50
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Please make checks payable to: Juris Corporation.

Invoices are due and payable when rendered. Invoices not paid within 30 days of the invoice date are past due and will be assessed a finance charge of 1.5% per month.

Federal ID Number: 59-2813163

Total	\$1,572.50
Payments/Credits	\$0.00
Balance Due	\$1,572.50

Maguire Lassman, Solid LLC**661/70**

Date	Invoice	Total	Balance
2/27/15	23052	2199.29	2199.29
3/31/15	23080	3971.00	6170.29
4/30/15	23131	410.00	6580.29
8/31/15	23258	1432.50	8012.79
10/30/15	23321	620.00	8632.79
2/29/16	23431	909.36	9542.15
3/31/16	23467	212.70	9754.85
4/30/16	23497	1520.00	11,274.85
5/31/16	23530	2780.00	14,054.85
6/30/16	23559	942.50	14,997.35
7/31/16	23586	475.00	15,472.35
8/31/16	23614	670.00	16,142.35
9/30/16	23639	710.00	16,852.35
10/31/16	23678	500.00	17,352.35
11/30/16	23710	1363.25	18,715.60
1/31/17	23773	1005.00	19,720.60
2/28/17	23802	1420.45	21,141.05
3/31/17	23829	250.00	21,391.05
4/30/17	23859	620.00	22,011.05
5/31/17	23886	170.00	22,181.05
6/30/17	23914	377.50	22,558.55
7/31/17	23948	148.75	22,707.30
8/31/17	23980	2298.59	25,005.89
10/31/17	24055	340.00	25,345.89
11/30/17	24073	1017.50	26,363.39
12/31/17	24089	3683.38	30,046.77



Invoice

Date	Invoice #
2/27/2015	23052

**LPG Urban &
Regional Planners, Inc.**

1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 383-1940 / Fax: (352) 383-4824

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

Terms	Project Number
2/1/15-2/27/15 Net 30	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID, LLC Client/Project Coordination Cord with Raymer and Client, Conference Calls	5.5	250.00	1,375.00
Data Analysis/Research Obtain data from the Champions, cord on copies, download data, upload data to ftp site, deliver originals back to client	2	80.00	160.00
Client/Project Coordination Upload plan files to separate folder on ftp site and request copy of CP ordinance	0.5	80.00	40.00
Data Collection Gather data for conference call	0.25	80.00	20.00
Meetings Conference call	0.5	80.00	40.00
Edit Drawings/Graphics/Maps Prepare graphics	3.75	120.00	450.00
NON-LABOR Copies, scans and bonds - \$112.05 Mileage - 4 miles @ \$0.56 = \$2.24		114.29	114.29
Total			\$2,199.29



LPG Urban & Regional Planners, Inc.

1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
3/31/2015	23080

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

	Terms	Project Number
3/1/15-3/31/15	Net 30	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID, LLC			
Edit Drawings/Graphics/Maps Prepare graphics	4	120.00	480.00
Data Analysis/Research Research regs for Bob H in Wekiva Study Area	1	80.00	80.00
Edit Drawings/Graphics/Maps Concept Plan	6.25	120.00	750.00
Client/Project Coordination Conference call with Raymer and team	1.5	250.00	375.00
Data Analysis/Research Reserach impact fees, connection and tap fees	0.5	80.00	40.00
Data Analysis/Research Research history of site, wekiva parkway, zoning, and assist Raymer on conference call	2.25	80.00	180.00
Data Analysis/Research Research data on the subject site and adjacent area - zonings and future land use	2	80.00	160.00
Edit Drawings/Graphics/Maps Concept plan edits	0.5	120.00	60.00
Data Analysis/Research Research data on Wekiva Parkway history	1.5	250.00	375.00
Data Analysis/Research Research data on the subject site and adjacent area - zonings and future land use	4.5	80.00	360.00
Total			



**LPG Urban &
Regional Planners, Inc.**
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
3/31/2015	23080

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

Terms	Project Number
3/1/15-3/31/15 Net 30	66170 - SOLID LLC

Description	Qty	Rate	Amount
Data Analysis/Research Prepare outline of events	2	80.00	160.00
Client/Project Coordination Coord with staff on research of Wekiva Parkway data	1	250.00	250.00
Data Analysis/Research Research SR429 history	3.25	80.00	260.00
Client/Project Coordination Phone conference with Raymer and Mr. Champion	0.5	80.00	40.00
Data Analysis/Research Work on exhibits for project outline, t/c with Raymer, meeting with Greg	5	80.00	400.00
Reimbursable Expenses Scans - \$1.00		1.00	1.00
Total			\$3,971.00



**LPG Urban &
Regional Planners, Inc.**
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
4/30/2015	23131

MAGUIRE LASSMAN
RAYMER MAGUIRE
805 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

	Terms	Project Number
4/1/15-4/30/15	Net 30	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID, LLC			
Client/Project Coordination Coordination with project team	1	250.00	250.00
Data Analysis/Research Work on exhibits for project outline, t/c with Raymer, meeting with Greg	2	80.00	160.00
		Total	\$410.00



**LPG Urban &
Regional Planners, Inc.**
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
8/31/2015	23258

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

	Terms	Project Number
8/1/15-8/31/15	Net 30	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID, LLC			
Client/Project Coordination Conf call with Raymer & team	2	250.00	500.00
Data Analysis/Research Compare sketch of description with survey	1	80.00	80.00
Edit Drawings/Graphics/Maps Review sketch of description and survey; ascertain differences	2.5	120.00	300.00
Research historical background of commercial property, comprehensive plan amendments, zonings	6.5	85.00	552.50
Total			\$1,432.50



LPG Urban & Regional Planners, Inc.
 1162 Camp Avenue, Mount Dora, Florida 32757
 Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
10/30/2015	23321

MAGUIRE LASSMAN
 RAYMER MAGUIRE
 605 E. ROBINSON ST., SUITE 140
 ORLANDO, FL 32801

Terms	Project Number
Net 30	66170 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID, LLC			
Data Analysis/Research Contact surveyor regarding survey, coordination with FBA on potential new survey, survey acreage discrepancies	1.5	80.00	120.00
Data Analysis/Research Acreage issue	2	250.00	500.00
Total			\$620.00



**LPG Urban &
Regional Planners, Inc.**

1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
2/29/2016	23431

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

Terms	Project Number
2/1/16-2/29/16 Net 30	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES, SOLID, LLC			
Data Collection Cord regarding data needs	1	250.00	250.00
Research info on Wekiva Parkway and obtain documents	6	80.00	480.00
NON-LABOR Copies, color copies - \$179.36		179.36	179.36
Total			\$909.36



**LPG Urban &
Regional Planners, Inc.**

1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
3/31/2016	23467

MAGUIRE LASSMAN
RAYMER MAGUIRE
805 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

	Terms	Project Number
3/1/16-3/31/16	Net 30	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Research Wekiva Parkway documents, provide digital and hard copies	2.5	80.00	200.00
NON-LABOR Fed-X - \$12.70		12.70	12.70
Total			\$212.70



**LPG Urban &
Regional Planners, Inc.**
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
4/30/2016	23497

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

	Terms	Project Number
4/1/16-4/30/16	Net 30	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Client/Project Coordination conf calls with project team	4	250.00	1,000.00
Prepare/Review/Edit Reports Work on land use report	6.5	80.00	520.00
Total			\$1,520.00



**LPG Urban &
Regional Planners, Inc.**

1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
5/31/2016	23530

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

Terms	Project Number
5/1/16-5/31/16 Net 30	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Data Analysis/Research Water & sewer data research	0.5	80.00	40.00
Prepare/Review/Edit Reports Work on land use report	15.75	80.00	1,260.00
Client/Project Coordination Conference calls with client	3	250.00	750.00
Data Collection Review draft report	1	250.00	250.00
Prepare mapping for report (site location, aerial, topo, flood, soils, existing land use, existing zoning, non-residential development)	6	80.00	480.00
		Total	\$2,780.00



**LPG Urban &
Regional Planners, Inc.**

1162 Camp Avenue, Mount Dora, Florida 32757
 Offices: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
6/30/2016	23559

MAGUIRE LASSMAN
 RAYMER MAGUIRE
 605 E. ROBINSON ST., SUITE 140
 ORLANDO, FL 32801

Terms	Project Number
6/1/16-8/30/16 Net 30	66170 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Edit Drawings/Graphics/Maps Revise site plan	6.75	110.00	742.50
Client/Project Coordination Conference call with Raymer	1	80.00	80.00
Prepare/Review/Edit Reports Work on land use report	1.5	80.00	120.00
Total			\$942.50



**LPG Urban &
Regional Planners, Inc.**
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
7/31/2016	23586

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

Terms	Project Number
7/1/16-7/31/16 Upon approval	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Prepare/Review/Edit Reports Revise concept plan to show open spaces	2.5	110.00	275.00
Data Analysis/Research Research EDC contact, open space definition and marketing firms	0.5	80.00	40.00
Data Analysis/Research Research BCC records for final approval of Wekiva Parkway alternate route thru Lake County	1	80.00	80.00
Prepare/Review/Edit Reports Work on report	1	80.00	80.00
Total			\$475.00



LPG Urban & Regional Planners, Inc.

1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
8/31/2016	23614

MAGUIRE LASSMAN
 RAYMER MAGUIRE
 605 E. ROBINSON ST., SUITE 140
 ORLANDO, FL 32801

8/1/16-8/31/16	Terms Upon approval	Project Number 661/70 - SOLID LLC
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Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID, LLC			
Data Analysis/Research Provide appraiser with draft report and gather historical traffic data	1	80.00	80.00
Client/Project Coordination Obtain historical traffic data and send to project team	0.5	80.00	40.00
Client/Project Coordination Conf call with Raymer and team	1	250.00	250.00
Prepare/Review/Edit Reports Research BCC minutes on approval of Wekiva Parkway, revise report	3.75	80.00	300.00
Total			\$670.00



**LPG Urban &
Regional Planners, Inc.**

1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
9/30/2016	23639

MAGUIRE LASSMAN
RAYMER MAGUIRE
606 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801.

Terms	Project Number
9/1/16-9/30/16 Upon approval	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Prepare/Review/Edit Reports Edit report and incorporate historical traffic data and revise summary	5.75	80.00	460.00
Client/Project Coordination Conference call with project team	1	250.00	250.00
Total			\$710.00



**LPG Urban &
Regional Planners, Inc.**
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
10/31/2016	23678

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

Terms	Project Number
10/1/16-10/31/16 Upon approval	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Client/Project Coordination Conference call with project team	1	250.00	250.00
Meetings Team Meeting	1	250.00	250.00
Total			\$500.00



**LPG Urban &
Regional Planners, Inc.**
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
11/30/2016	23710

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

11/1/16-11/30/16	Terms	Project Number
	Upon approval	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - FDOT TAKING - SOLID, LLC			
Client/Project Coordination Conference calls	2.5	250.00	625.00
Prepare/Review/Edit Reports Finalize report and graphics	7.5	85.00	637.50
Prepare map showing driving routes from general area to I-4	1.25	80.00	100.00
NON-LABOR Scans - .75		0.75	0.75
		Total	\$1,363.25



**LPG Urban &
Regional Planners, Inc.**

1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
1/31/2017	23773

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

1/1/17-1/30/17	Terms	Project Number
	Upon approval	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID, LLC			
Client/Project Coordination Conference calls with team	2	250.00	500.00
Prepare/Review/Edit Reports Edit report	1	250.00	250.00
Prepare/Review/Edit Reports Review land use report from Williams	1	85.00	85.00
Prepare/Review/Edit Reports Meeting with Greg, edit report	2	85.00	170.00
Total			\$1,005.00



**LPG Urban &
Regional Planners, Inc.**
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
2/28/2017	23802

MAGUIRE LASSMAN
RAYMER MAGUIRE
606 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

2/1/17-2/28/17	Terms	Project Number
	Upon approval	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Prepare/Review/Edit Reports Edit report	9	85.00	765.00
Edit Drawings/Graphics/Maps Master Plan	2.25	110.00	247.50
Client/Project Coordination Conference call	1	250.00	250.00
Prepare population exhibit	1.75	80.00	140.00
NON-LABOR			
Color copies - \$2.95		17.95	17.95
Plot - 1 @ \$15 = \$15			
Total			\$1,420.45



**LPG Urban &
Regional Planners, Inc.**
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

Invoice

Date	Invoice #
3/31/2017	23829

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

Terms	Project Number
3/1/17-3/31/17 Upon approval	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC Client/Project Coordination Conference call	1	250.00	250.00
Total			\$250.00

Invoice

LPG Urban & Regional Planners, Inc.
 1162 Camp Ave.
 Mount Dora, FL 32757

Date	Invoice #
4/30/2017	23859

MAGUIRE LASSMAN
 RAYMER MAGUIRE
 605 E. ROBINSON ST., SUITE 140
 ORLANDO, FL 32801

Terms	Project Number
4/1/17-4/30/17 Upon approval	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Prepare/Review/Edit Reports Report edits, research commercial zonings along SR 46	7.75	80.00	620.00
Total			\$620.00



Invoice

Date	Invoice #
5/31/2017	23886

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

5/1/17-5/31/17	Terms	Project Number
	Upon approval	66170 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Prepare/Review/Edit Reports Edit Report	2	85.00	170.00
Total			\$170.00



Invoice

Date	Invoice #
6/30/2017	23914

MAGUIRE LASSMAN
 RAYMER MAGUIRE
 605 E. ROBINSON ST., SUITE 140
 ORLANDO, FL 32801

6/1/17 - 6/30/17	Terms	Project Number
	Upon approval	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Prepare/Review/Edit Reports Edit report	3	85.00	255.00
Client/Project Coordination Meeting with Greg on report edits	0.25	85.00	21.25
Client/Project Coordination Coordination with attorney on scheduling conf calls	0.25	85.00	21.25
Edit commercial nodes map	1	80.00	80.00
Total			\$377.50



Invoice

Date	Invoice #
7/31/2017	23948

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

Terms	Project Number
7/1/17-7/31/17 Upon approval	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Data Analysis/Research Review Carpenteners data	0.5	85.00	42.50
Prepare/Review/Edit Reports Work on report edits	1	85.00	85.00
Client/Project Coordination Schedule conf calls	0.25	85.00	21.25
Total			\$148.75



Invoice

Date	Invoice #
8/31/2017	23980

MAGUIRE LASSMAN
 RAYMER MAGUIRE
 605 E. ROBINSON ST., SUITE 140
 ORLANDO, FL 32801

Terms	Project Number
8/1/17-8/31/17 Upon approval	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Prepare/Review/Edit Reports	11.25	85.00	956.25
Edit report			
Client/Project Coordination	4.25	255.00	1,083.75
Telephone conferences with project team			
Client/Project Coordination	0.5	85.00	42.50
conference call with team re: report edits			
Client/Project Coordination	0.5	85.00	42.50
Coordination with Krystal on invoices			
NON-LABOR			
Color copies, scans - \$173.59		173.59	173.59
		Total	\$2,298.59



Invoice

Date	Invoice #
10/31/2017	24055

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

Terms	Project Number
10/1/17-10/31/17 Upon approval	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC Review potential match with the responses to Ellen Hardgrove comments for SLGG	4	85.00	340.00
Total			\$340.00



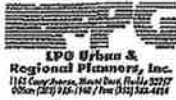
Invoice

Date	Invoice #
11/30/2017	24073

MAGUIRE LASSMAN
 RAYMER MAGUIRE
 605 E. ROBINSON ST., SUITE 140
 ORLANDO, FL 32801

Terms	Project Number
11/1/17-11/30/17 Upon approval	66170 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Landscape Architect survey preparations	0.75	110.00	82.50
Client/Project Coordination Coordination on conference calls	0.25	85.00	21.25
Client/Project Coordination Issues	1	255.00	256.00
Client/Project Coordination Conference Call	2.5	255.00	637.50
Client/Project Coordination Schedule meetings	0.25	85.00	21.25
Total			\$1,017.50



Invoice

Date	Invoice #
12/31/2017	24089

MAGUIRE LASSMAN
 RAYMER MAGUIRE
 605 E. ROBINSON ST., SUITE 140
 ORLANDO, FL 32801

12/1/17-12/31/17	Terms	Project Number
	Upon approval	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Data Analysis/Research Research approved uses and expand list of specific entities	0.5	85.00	42.50
Prepare/Review/Edit Reports Research and prepare response to Ellen Hardgrove correspondence	4.25	85.00	361.25
Prepare/Review/Edit Reports Revisions	3.75	110.00	412.50
Data Analysis/Research Prepare disk of files per Raymer's request for CSX	1.5	85.00	127.50
Client/Project Coordination Send requested comp plan data to Raymer	0.5	85.00	42.50
Client/Project Coordination Send exhibits showing impacts to Solid LLC property and research BOCC agenda for approval of Parkway	1.5	85.00	127.50
Client/Project Coordination Conference calls, Coordination w/Team	4	255.00	1,020.00
Document Revisions / Preparing Testimony Exhibits	18	85.00	1,530.00
NON-LABOR Copies, Color Copies and Scans - \$19.63		19.63	19.63
		Total	\$3,683.38



Invoice

Date	Invoice #
11/30/2017	24073

MAGUIRE LASSMAN
RAYMER MAGUIRE
605 E. ROBINSON ST., SUITE 140
ORLANDO, FL 32801

Terms	Project Number
11/1/17-11/30/17 Upon approval	661/70 - SOLID LLC

Description	Qty	Rate	Amount
REQUESTED SERVICES - SOLID LLC			
Landscape Architect survey preparations	0.75	110.00	82.50
Client/Project Coordination Coordination on conference calls	0.25	85.00	21.25
Client/Project Coordination Issues	1	255.00	255.00
Client/Project Coordination Conference Call	2.5	255.00	637.50
Client/Project Coordination Schedule meetings	0.25	85.00	21.25
		Total	\$1,017.50

MLPA COST FOR SOLID, LLC	AMOUNT
ORANGE LEGAL (215552)	\$251.35
ORANGE LEGAL (542626)	\$1,418.35
ORANGE LEGAL (541439)	\$1,296.90
TOTAL	\$2,966.60

ORANGE LEGAL

INVOICE

Invoice No.	Invoice Date	Job No.
215552	9/14/2015	236088
Job Date	Case No.	
8/31/2015	2015CA001201	
Case Name		
Central Florida Expressway Authority vs. Deborah Day Braceland, et al.		
Payment Terms		
Net 30		

Raymer F. Maguire, III, Esquire
 Maguire Lassman, PA
 605 East Robinson Street
 Suite 140
 Orlando, FL 32801

Cost Advance

02-33-328

~~02-328-311~~

~~Summer Lake Grace~~

Solid, LLC

ORIGINAL TRANSCRIPT OF:

Hearing before the Honorable Mark Hill, Backorder

33.00 Pages

196.35

ASCII, Condensed

35.00

Delivery

20.00

E-mail transcript

0.00

TOTAL DUE >>>

\$251.35

Payments may be made online at www.orangelegal.com.

Thank you for your business!

Room rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.



Raymer F. Maguire, III, Esquire
 Maguire Lassman, PA
 605 East Robinson Street
 Suite 140
 Orlando, FL 32801

INVOICE

Invoice No.	Invoice Date	Job No.
542626	1/4/2018	441689
Job Date	Case No.	
12/14/2017	2015CA001201	
Case Name		
Central Florida Expressway Authority vs. Deborah Day Braceland, et al.		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

ORIGINAL TRANSCRIPT OF:		
Ellen S. Hardgrove, AICP, President	223.00 Pages	880.85
Appearance Fee		75.00
Appearance Fee - Each Additional Hour	6.00 Hours	330.00
Condensed Transcript		20.00
Exhibit Charge - Scan Only	450.00 Pages	112.50
E-mail transcript		0.00
TOTAL DUE >>>		\$1,418.35

Email only.

Thank you for your business!

To pay online visit www.orangelegal.com/payments

Pay via EFT: Seacoast National Bank
 Account Number: 81000022 Routing Number: 067005158

Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

Raymer F. Maguire, III, Esquire
 Maguire Lassman, PA
 605 East Robinson Street
 Suite 140
 Orlando, FL 32801

Job No. : 441689 BU ID : Central FL
 Case No. : 2015CA001201
 Case Name : Central Florida Expressway Authority vs.
 Deborah Day Braceland, et al.
 Invoice No. : 542626 Invoice Date : 1/4/2018
Total Due : \$1,418.35

Remit To: **Orange Legal, Inc.** **1-800-275-7991**
633 East Colonial Drive
Orlando, FL 32803

PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				

ORANGE LEGAL™

Raymer F. Maguire, III, Esquire
 Maguire Lassman, PA
 605 East Robinson Street
 Suite 140
 Orlando, FL 32801

INVOICE

Invoice No.	Invoice Date	Job No.
541439	12/27/2017	441686
Job Date	Case No.	
12/12/2017	2015CA001201	
Case Name		
Central Florida Expressway Authority vs. Deborah Day Braceland, et al.		
Payment Terms		
Net 30 / After 30 days, 1.5% Mo.		

ORIGINAL TRANSCRIPT OF:		
Walter Carpenter, MAI, CRE	184.00 Pages	800.40
Appearance Fee		75.00
Appearance Fee - Each Additional Hour	7.00 Hours	385.00
Condensed Transcript		20.00
Exhibit Charge - Scan Only	66.00 Pages	16.50
E-mail transcript		0.00
TOTAL DUE >>>		\$1,296.90

Thank you for your business!

To pay online visit www.orangelegal.com/payments

Pay via EFT: Seacoast National Bank
 Account Number: 81000022 Routing Number: 067005158

Payment not contingent on client reimbursement. If turned over to collections, jurisdiction will be Orange County, Florida, and you agree to pay all collection costs and attorney fees.

Tax ID: 59-2754282




Please detach bottom portion and return with payment.

Raymer F. Maguire, III, Esquire
 Maguire Lassman, PA
 605 East Robinson Street
 Suite 140
 Orlando, FL 32801

Job No. : 441686 BU ID : Central FL
 Case No. : 2015CA001201
 Case Name : Central Florida Expressway Authority vs.
 Deborah Day Braceland, et al.
 Invoice No. : 541439 Invoice Date : 12/27/2017
Total Due : \$ 1,296.90

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

1-800-275-7991

PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				

CONSENT AGENDA ITEM

#12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel



DATE: February 22, 2018

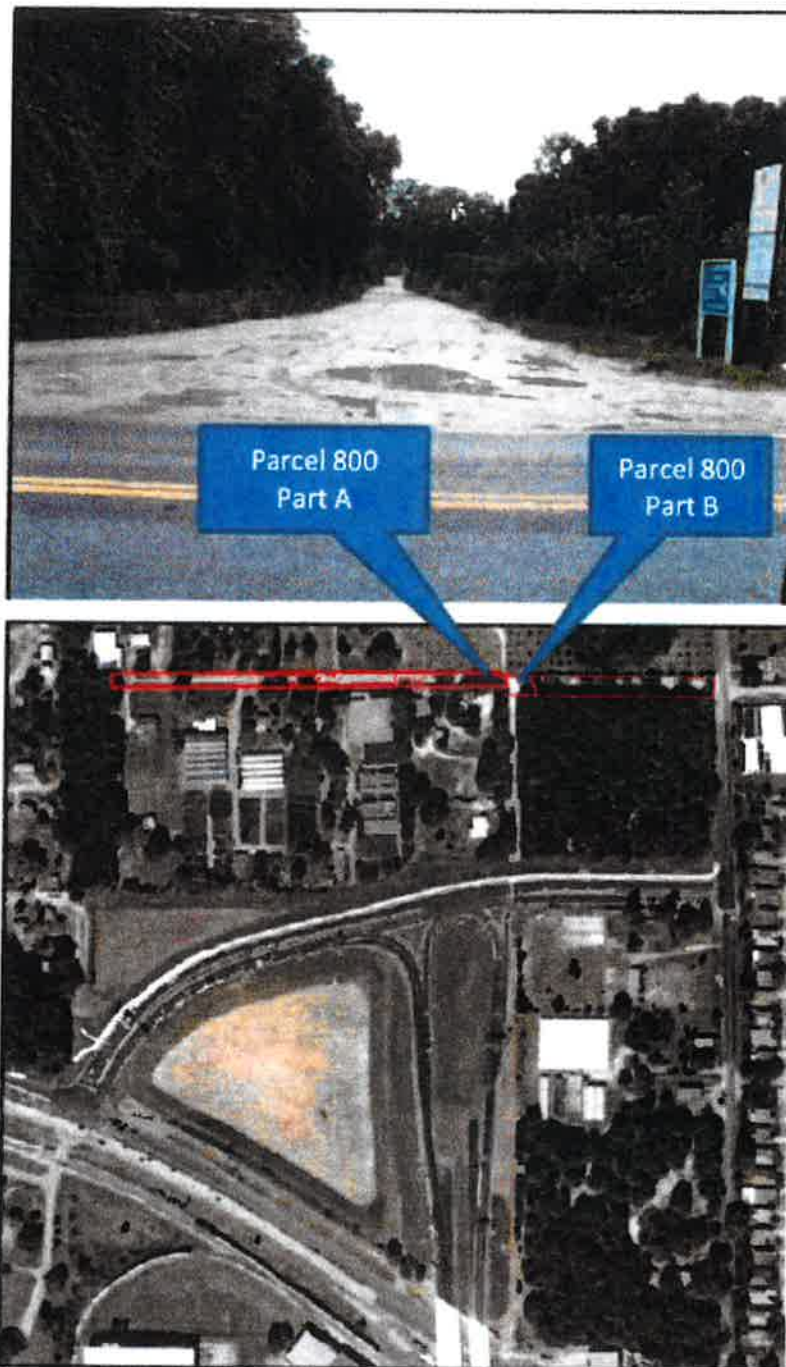
RE: *Central Florida Expressway Authority v. Itay Guy, et al.*
Case No. 2014-CA-008617-O, Project: 429-202, Parcel 800
Remaining Interests in Southfork Drive: Itay Guy, Earl and Adelaida Wilson,
Freddie Jones, Eula Jones, and Sandra Jones
Location of Mr. Guy's Property: 3173 Southfork Drive, Orlando
Date of Value: September 26, 2014

PROPERTY DESCRIPTION

This eminent domain case involves the acquisition of an easement interest over a private driveway known as Southfork Drive west of Plymouth Sorrento Road. The driveway consists of 1.95 gross acres and provided access to a 10 lots as shown in the aerial on the following page.

By deposit into the Registry of the Court in September 2014, CFX acquired a perpetual easement consisting of two parts: Part A with a size of 0.400 acres or 17,436 square feet ("sf") and Part B with a size of 0.081 acres or 3,528 sf. According to the Easement Term Sheet attached to the Petition in Eminent Domain, CFX has a perpetual easement on, over and through the property for the purposes of operation, improvement, maintenance, repair and replacement of the project, including a perpetual air-rights easement above the plane that is fourteen feet, six inches (14' 6") above the highest point of the property. The Easement Term Sheet expressly states that CFX's "use and enjoyment of the rights . . . shall not materially interfere with Owner's access to Owner's remaining property."

There are a number of individuals who have a partial fee simple interest in Southfork Drive, including CFX. Settlements and Stipulated Final Judgments have been obtained for three sets of ownership interests. James Ted Smith and the Heirs of Teddy Lawrence Smith resolved this matter with CFX for the all-inclusive amount of \$3,500, including severance damages, business damages, interest, attorney's fees, expert fees and costs. Robert M. Grossenbacher, Scott Grossenbacher, Todd Grossenbacher, Carolyn Ditch, Mary Frisbie, and Elizabeth Townsend and CFX resolved this matter for the all-inclusive sum of \$13,000, allocated as follows: \$2,000 for Robert Grossenbacher, \$2,000 for Scott and Todd Grossenbacher, \$2,000 for Carolyn Ditch, \$2,000 for Mary Frisbie, \$2,000 for Elizabeth Townsend, and \$3,000 for attorney's fees and costs. Patrick Rogers Connelly and the Heirs of Janet Connelly settled this matter with CFX for the sum of \$3,500, which sum included severance damages, business damages, interest, attorney's fees, expert fees, and costs. Stipulated Final Judgments have been entered as to these interests.



OOCEA/Wekiva Parkway - Section 429-202(1A); Parcel 800 (Parts A & B)
Southfork Drive
Apopka, Florida

Settlements have not been obtained Itay Guy; Earl and Adelaida Wilson; and Freddie Jones, Eula Jones, and Sandra Jones. The Wilsons and the Jones are in a different position than the other fee

owners because they have already conveyed for compensation their easement interest in Southfork Drive to CFX as part of CFX's acquisition of right of way for the Maitland Extension. However, an additional piece of property, designated as Parcel 800 Part B, needed to be acquired for a utility easement, which is why the Wilsons and the Jones are parties to this eminent domain proceeding.

APPRAISED VALUE OF SOUTHFORK DRIVE AND MR. GUY'S DEMAND

Parcels 800 Part A and B were appraised by Chris Starkey, MAI, who estimated full compensation at \$11,000 for Part A and \$2,200 for Part B, for a total of **\$13,200**. He valued the property at \$29,000 per acre utilizing comparable sales ranging from \$24,000 to \$46,882.

In response to Interrogatories, Mr. Guy requested **\$78,000** for the taking of Parcel 800, Parts A and B. His demand includes a severance damage claim to his single family residential home located at 3173 Southfork Drive, which is highlighted in blue below.



REVERSE OFFER OF JUDGMENT AND OFFERS OF JUDGMENT

Recently, CFX received a reverse Offer of Judgment from Mr. Guy in the amount of **\$49,000** subject to the two conditions: (1) that the final judgment comply with the provisions of Section 73.101 of the Florida Statutes, which requires the court to determine the rights of interest parties, and (2) that the offer is not subject to apportionment. A copy of the Offer of Judgment is attached. According to

Section 73.032, Florida Statutes, a property owner may serve a reverse offer of judgment upon a condemning authority for an amount less than \$100,000. If a judgment is entered that is greater than the reverse offer of judgment, then the property owner's attorney has the right to seek fees based upon a consideration of the number of hours and the other factors set forth in Section 73.092, Florida Statutes.

Similarly, Section 73.032 of the Florida Statutes allows a condemning authority to serve an offer of judgment in an eminent domain case. The purpose of the offer is to shift liability for expert fees and costs. If the judgment obtained is equal to or less than the offer of judgment, the trial court is prohibited from awarding costs incurred by the property owner after the date the offer of judgment was rejected. If the judgment obtained is greater than the offer of judgment, the offer does not limit expert fees and costs.

To be effective, an offer of judgment must be greater than the ultimate judgment or jury verdict, including interest through the date of the offer. Although the Expressway Authority does not have the owner's appraisal report, an offer of judgment would not be as effective in limiting costs if the Expressway Authority waited until after all of the expert reports were completed and associated costs incurred before serving an offer of judgment.

REQUESTED ACTION

We respectfully request that the CFX Board approve an offer of judgment in the amount of Ten Thousand Dollars (\$10,000) to resolve Itay Guy's claims and offers of judgment in the amount of Three Thousand Five Dollars (\$3,500) to resolve the Wilsons' claims and Three Thousand Five Dollars (\$3,500) to resolve the Jones' claims.

The Right of Way Committee recommended approval on February 28, 2018.

ATTACHMENTS

- A. Photographs and Aerial
- B. Offer of Judgment
- C. Mr. Guy's Answers to Interrogatories

Reviewed by:



All photos were taken on June 14, 2013



Intersection of Plymouth Sorrento Road (C.R. 437) and the eastern end of Southfork Drive



Intersection looking south along Plymouth Sorrento Road



Intersection looking north along Plymouth Sorrento Road



Looking west on Southfork Drive near the eastern end of Parcel 800.



Looking east along Southfork Drive



Another view along Southfork Drive



Nursery on southern side of Southfork Drive.



Another view of property fronting on Southfork Drive



Nursery on northern side of Southfork Drive.



Another nursery view of property fronting on Southfork Drive



Residential property fronting on Southfork Drive



View on Southfork Drive looking east.

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

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, f/k/a ORLANDO-ORANGE
COUNTY EXPRESSWAY AUTHORITY, a body
politic and corporate, and an agency of the state under
the laws of the State of Florida,

CASE NO. 2014-CA-008617-O

Petitioner,

Parcels: 800 (Parts A & B)

v.

Division: 39

ROBERT M. GROSSENBACHER, SCOTT
GROSSENBACHER and TODD
GROSSENBACHER; EARL D. WILSON, JR. and
ADELAIDA DIAZ WILSON, et al.,

Respondents.

RESPONDENT'S OFFER OF JUDGMENT
TO PETITIONER CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Respondent, ITAY GUY ("Respondent"), serves this Offer of Judgment pursuant to §73.032, Florida Statutes, upon Plaintiff, Central Florida Expressway Authority ("Plaintiff"), and states:

1. Respondent offers to settle all of his claims in the above styled case, exclusive of attorney's fees and costs.
2. The total amount of this offer is forty-nine thousand and no dollars (\$49,000.00).
3. A condition of this offer is that the final judgment entered by the Court pursuant to this offer, must comply with the provisions of §73.101, Florida Statutes. This offer is not subject to apportionment pursuant to §73.101, Florida Statutes.

Dated: February 2, 2018

BY:

Itay Guy
1201 East Robinson Street
Orlando, FL 32801
Telephone: (407) 843-0404
Facsimile: (407) 843-0444

s/ Felecia Ziegler

FELECIA G. ZIEGLER, ESQUIRE
Florida Bar No. 883514
HARRIS HARRIS BAUERLE ZIEGLER LOPEZ
Primary Email: felecia@hhbzflorida.com
Additional Email: kathryn@hhbzflorida.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished via email to: Linda S. Lanosa, Esq., Attorney for Central Florida Expressway Authority [linda.lanosa@cfxway.com] on this 2nd day of February, 2018.

s/ Felecia Ziegler

FELECIA G. ZIEGLER, ESQUIRE
Florida Bar No. 883514
HARRIS HARRIS BAUERLE ZIEGLER LOPEZ
1201 East Robinson Street
Orlando, Florida 32801-2115
Telephone: (407) 843-0404
Facsimile: (407) 843-0444
Primary Email: felecia@hhbzflorida.com
Additional Email: kathryn@hhbzflorida.com
Attorneys for Respondent, ITAY SHRAGA GUY

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

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, f/k/a ORLANDO-ORANGE
COUNTY EXPRESSWAY AUTHORITY, a body
politic and corporate, and an agency of the state
under the laws of the State of Florida,

Petitioner,

v.

ROBERT M. GROSSENBACHER, SCOTT
GROSSENBACHER and TODD
GROSSENBACHER; EARL D. WILSON, JR. and
ADELAIDA DIAZ WILSON, et al.,

Respondents.

CASE NO. 2014-CA-008617-O

Parcels: 800 (Parts A & B)

Division: 39

**RESPONDENT, ITAY SHRAGA GUY'S
ANSWERS TO PETITIONER'S FIRST SET OF INTERROGATORIES TO RESPONDENT**

Respondent, ITAY SHRAGA GUY, by and through the undersigned attorney, pursuant to Rule 1.340 of the *Florida Rules of Civil Procedure*, hereby provides the following Answers to Petitioner's First Set of Interrogatories to Respondent which had service date of April 17, 2017.

FIRST SET OF INTERROGATORIES

1. Please describe in detail the compensation requested by you for the Authority's acquisition of a permanent easement interest over Parcel 800, Parts A and B, by describing the amount of compensation requested, an itemized breakdown of the amount requested (including land value, comparable sales, improvements taken, severance damages, cost to cure, and all other amounts), the method for computing the amount requested, and the evidence, facts, and reasons that support your request.

C

ANSWER: Objection, the interrogatory is compound and seeks multiple items in a single interrogatory. Without waiving the foregoing, Respondent, Itay Guy has requested \$78,000 in compensation for the taking of Parcel 800 Parts A and B. See correspondence dated October 13, 2015 to counsel for CFX, J.E. Cheek, III produced herewith.

2. Identify the parent tract for the valuation of your interest in Parcel 800, Parts A and B, and describe in detail all facts and circumstances that pertain or relate to your determination of the parent tract, such as unity of title, unity of use, physical contiguity, and any other fact that has a bearing on the determination of the parent tract. Your description should include the identity of each person who has knowledge and the substance of that knowledge, the identity of each document, and a description of each item or other form of evidence that pertains or relates to the determination of the parent tract.

ANSWER: Objection, the interrogatory calls for a legal conclusion. Without waiving the foregoing, the parent tract for Respondent, Itay Guy, is his 5-acre property with the address of 3173 Southfork Drive with his undivided fee simple interest in Southfork Drive. Deeds of Conveyance for my interest in the parent tract are produced herewith.

3. Describe in detail your interest in Southfork Drive, including when you acquired your interest, the extent or percentage of your interest in Southfork Drive, the amount paid for your interest (if any), the manner in which you acquired your interest, your use of Southfork Drive, your improvement or maintenance of Southfork Drive, and any other facts or circumstances pertaining to your interest in Southfork Drive.

ANSWER: Objection, the interrogatory is compound and seeks multiple items in a single interrogatory. Without waiving the foregoing, Respondent, Itay Guy, states my interest is an undivided fee interest in Southfork Drive acquired on October 24, 2003. I acquired my interest by warranty deed. I paid \$200,000 for the rights I purchased. Southfork Drive is the access to my five-acre property on which I have a residence and equine facility. I, along with the other undivided fee owners, maintain Southfork Drive.

4. Identify all persons or entities who had or have an interest in Parcel 800, Parts A and B, at any time since your acquisition of a partial interest, and, for each person identified, identify the nature of the interest, the dates the interest was held, the amount paid for the interest, the reason for the acquisition or disposition of the interest, and the use of Parcel 800, Parts A and B.

ANSWER: Objection, the interrogatory mischaracterizes my interest in Southfork Drive. Without waiving the foregoing, Respondent, Itay Guy states I own an undivided fee interest in Southfork Drive in common with other owners. The other property owners along and contiguous to Southfork Drive since the time of my purchase of 3173 Southfork Drive to the present have or had an interest in Southfork Drive. I do not have a title search or report for the ownership interests in Parcel 800, Parts A and B. The other requested information is available to Plaintiff in the public records.

5. Describe in detail any work done on Southfork Drive (including Parcel 800, Parts A and B), including maintenance, repair work, improvements, alterations, and other work, collectively referred to as "Work," from the time that you acquired a part-interest in Southfork Drive to present, and for each Work item, state the date of the Work, the reason for the Work, the amount paid for the Work, the identity of each person who paid for the Work, the identity of each person who performed the Work item, and any other fact or circumstance pertaining to the Work.

ANSWER: The owners of Southfork Drive maintain it on a weekly basis with their heavy equipment and machinery.

6. List the names and addresses of all persons who are believed or known by you, your agents, or your attorneys to have any knowledge concerning any of the issues in this lawsuit; and specify the subject matter and the particular facts about which the witness has knowledge. (Standard Interrogatory Form 1, number 17)

ANSWER: Respondent, Itay Guy. I know about the purchase of my property.

7. Do you intend to call any expert witnesses at the trial of this case? If so, state as to each such witness the name and business address of the witness, the witness's qualifications as an expert, the subject matter upon which the witness is expected to testify, the substance of the facts and opinions to which the witness is expected to testify, and a summary of the grounds for each opinion. (Standard Interrogatory Form 1, number 20)

ANSWER:

Paul Sherma, P.E., Engineer, Professional Engineering Resources, Inc., 10225 Ulmerton Road, Suite 4D, Largo, FL 33771. Mr. Sherma will testify about the improvements planned or constructed by CFX on Parcels 800 A and B and its impact on my remainder. Attached is Mr. Sherma's CV.

Rick Dreggors, Calhoun, Dreggors & Associates, Inc., 728 W. Smith Street, Orlando, FL 32804, Appraiser. Mr. Dreggors will testify about the value of the parent tract, the value of the taking and severance damages to the remainder. Attached is Mr. Dreggors' CV.

Title expert, undetermined at this time.

8. Identify each person or entity who either appraised or has an opinion of value of Parcel 800, Parts A or B, Southfork Drive, or your determination of the parent tract, and for each person or entity identified, describe the appraised or opined value, the date the appraisal or opinion was given, and the basis for the appraised or opined value.

ANSWER: Rick Dreggors, Appraiser, undetermined at this time.

[Signature]
Signature

Print Name: Itay Guy

Title: owner 3173 Saultforce Dr. Apopka, FL 32712

STATE OF FLORIDA)

COUNTY OF ORANGE)

BEFORE me personally appeared Itay Guy, as
(Name of Person Making Statement)

the owner of 3173 Saultforce Dr. Apopka, FL 32712, who first being duly sworn, states
(Title of Person Making Statement)

under oath that the facts set forth in the above Answers to Interrogatories are true and correct to the best of his or her knowledge and that said answers are given under oath.

SWORN TO AND SUBSCRIBED before me this 17 day of May, 2017,

by Itay Guy
(Name of Person Making Statement)

Personally Known [] OR Produced Identification [], Type: _____

[Signature]
Signature of Notary Public, State of Florida




Print, Type or Stamp Commissioned Name of Notary Public

**Consent Agenda Item
#13**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: February 21, 2018

RE: Right-of-Way Transfer and Continuing Maintenance Agreement between
Central Florida Expressway Authority ("CFX") and City of Apopka
Projects: 429-604, 429-200, 429-200A, 414-210
Location: State Road 429 and County Road 437A a/k/a Ocoee-Apopka Road

BACKGROUND

To enable CFX to construct S.R. 429, extend S.R. 414, and make other improvements to its Expressway System, CFX relocated local roadways, constructed bridges over local roadways, widened local roadways, realigned local roadways, lowered local roadways, and constructed retention ponds to serve the relocated, widened, or lowered local roadways, to facilitate and support CFX's Expressway System.

CFX and the City of Apopka would like to transfer portions of the road right of way so that local roads and associated facilities are owned and maintained by the City of Apopka and property and associated facilities utilized for CFX's Expressway System are owned and maintained by CFX. An aerial depicting the property addressed in the Agreement is attached. Upon CFX's conveyance of the local road right of way to the City, the City would assume responsibility for maintenance and liability for the local road right of way. Previously, the Right of Way Committee approved the request to prepare a jurisdictional right of way transfer agreement subject to easements, including future air rights, in favor of CFX for bridge crossings.

Dewberry, CFX's General Engineering Consultant (GEC), has reviewed the plans, legal descriptions, detailed maintenance functions, assignment of maintenance responsibilities, and the Agreement. Dewberry has informally opined that the conveyance of the designated property to the City will not detrimentally affect the Expressway System. As a condition precedent to the execution of the Agreement, Dewberry will need to provide CFX with a certificate formalizing its opinion about the conveyance. In addition, bond counsel has been asked to provide an opinion in accordance with the bond covenants.

The City of Apopka has reviewed and revised the Agreement as shown by the attached redline version. The parties are still in the process of finalizing the exact legal descriptions and the locations of technical portions of the Agreement, such as the table identifying the maintenance responsibilities.

REQUESTED ACTION

We respectfully request that the CFX Board approve the Right-of-Way Transfer and Continuing Maintenance Agreement between Central Florida Expressway Authority and City of Apopka in a form substantially similar to the attached agreement, subject to approval of the legal descriptions, maintenance functions, and maintenance responsibilities by CFX's Chief of Infrastructure and General Counsel, or their designees, and CFX's General Engineering Consultant and bond counsel.

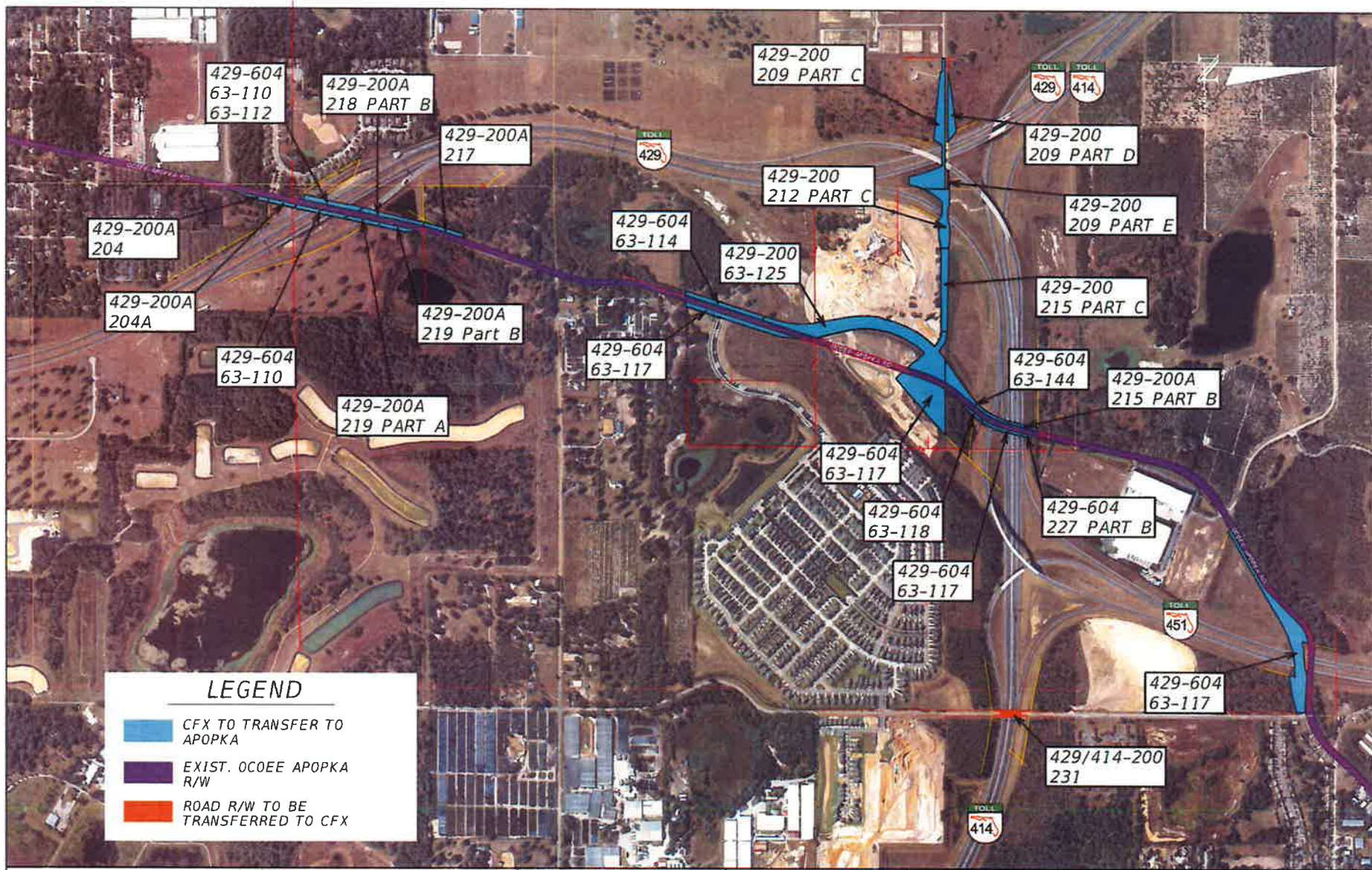
The Right of Way Committee recommended approval on February 28, 2018.

ATTACHMENTS

1. Aerial
2. Right-of-Way Transfer and Continuing Maintenance Agreement

Reviewed by:





LEGEND

- CFX TO TRANSFER TO APOPKA
- EXIST. OCOEE APOPKA R/W
- ROAD R/W TO BE TRANSFERRED TO CFX

REVISIONS	
DATE	DESCRIPTION

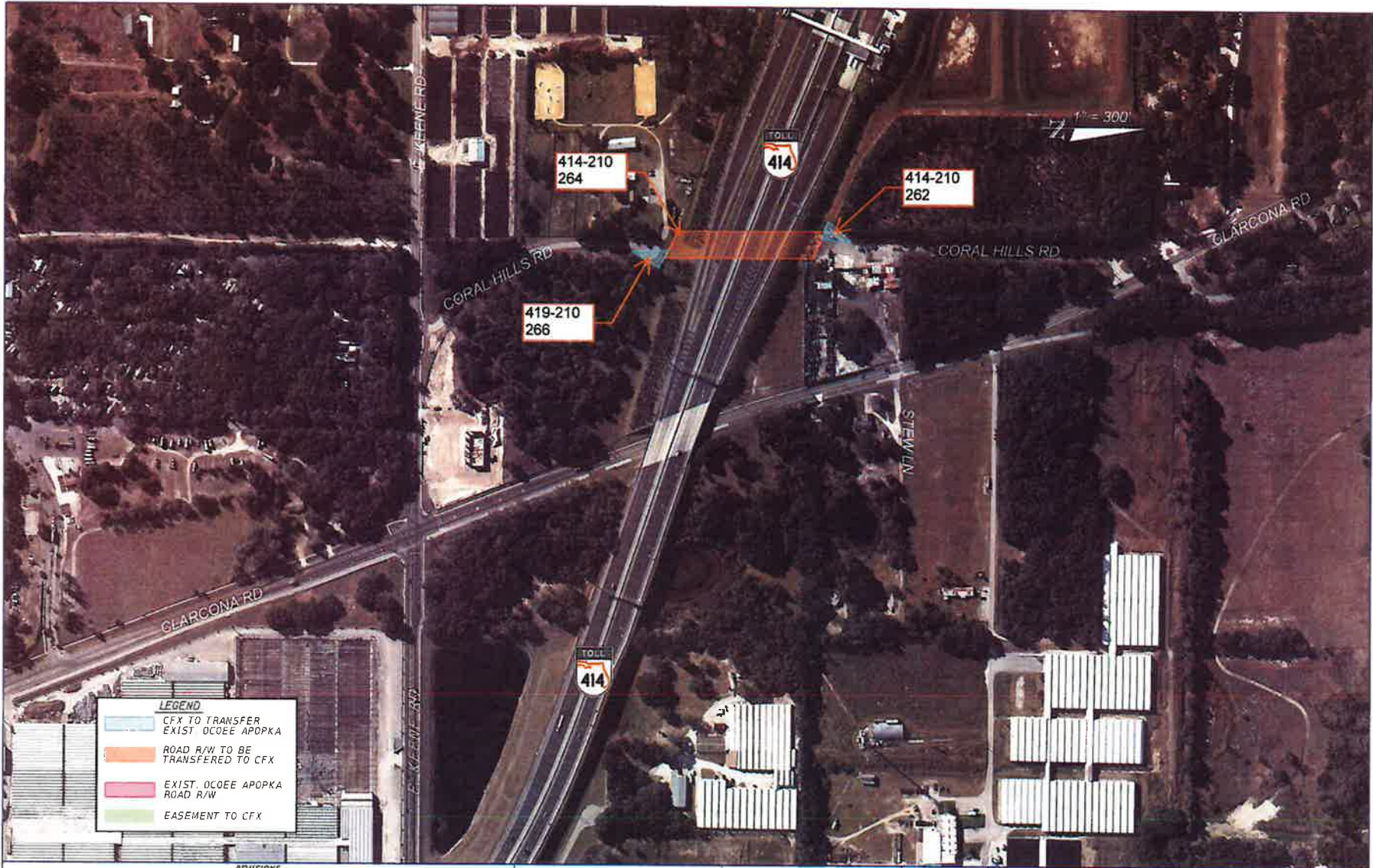
DEWBERRY ENGINEERS INC.
 800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FL 32801

CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 RIGHT-OF-WAY



**SR 429 AT 437A
 ROW EXHIBIT
 NOVEMBER 2017**

SHEET NO.
 1



LEGEND

- CFX TO TRANSFER
EXIST. OCOEE APOPKA
- ROAD R/W TO BE
TRANSFERRED TO CFX
- EXIST. OCOEE APOPKA
ROAD R/W
- EASEMENT TO CFX

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

DEWBERRY ENGINEERS INC
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FL 32801

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

RIGHT-OF-WAY

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

SR 414 AT CORAL HILLS

SHEET
NO.

Projects 429-604, 429-200, 429-200A

**RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT
BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND CITY OF APOPKA, FLORIDA
(S.R. 429 at County Road 437A a/k/a Ocoee-Apopka Road)**

THIS RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT (“Agreement”) is made and entered into on the last date of execution below by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX”) and CITY OF APOPKA, a municipality of the State of Florida, whose address is 120 E. Main Street, Apopka Florida 32703 (“City”). CFX and City are sometimes collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, pursuant to section 348.753, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System (“Expressway System”) and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access; and

WHEREAS, pursuant to Section 166.021, Florida Statutes, City is empowered to provide and maintain arterial and other roads for the benefit of its citizens; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, “public roads may be transferred between jurisdictions . . . by mutual agreement;” and

WHEREAS, Section 163.01, Florida Statutes, authorizes both Parties to this Agreement to enter into Interlocal Agreements; and

WHEREAS, in the course of the construction State Road (S.R.) 429, CFX acquired certain land for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to insure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible; and

WHEREAS, the construction of the Maitland Boulevard Extension S.R. 429/414 Systems Interchange Project No. 429-200, the S.R. 429 Interchange with C.R. 437A (a/k/a Ocoee-Apopka Road) Project No. 429-200A, and the S.R. 429 Project 429-604, are completed, and both Parties desire title to the local roads and related facilities to vest in City, subject to certain rights retained

by CFX, and title to all of CFX's right-of-way and related facilities and crossings to vest in CFX; and

WHEREAS, the Parties also desire to define the future and continuing maintenance responsibilities for the right-of-way and related facilities and to set responsibility therefore.

NOW THEREFORE, for and in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, CFX and City agree as follows:

1. Recital. The above recitals are true and correct and form a material part of this Agreement and are incorporated herein by reference.

2. Right of Way Maps. Simultaneously with the execution of this agreement, CFX has delivered to City the right-of-way maps consisting of S.R. 429 Interchange with C.R. No. 437A, Project No. 429-200A; Maitland Boulevard Extension S.R. 429/414 Systems Interchange Project No. 429-200; and S.R. 429, Project No. 429-604.

3. CFX Conveyance. CFX shall convey to City by Quit Claim Deed all of its right, title and interest in and to the real property described in **Exhibit "A"** attached hereto and made a part hereof, which exhibit contains a copy of the Quit Claim Deed to be executed and delivered under the provisions of this paragraph, subject to the covenants, reservations, conditions, restrictions, and easements described in the Quit Claim Deed.

4. City Conveyance. City shall convey to CFX by Quitclaim Deed all of its right, title and interest in and to the real property described in **Composite Exhibit "B"** attached hereto and made a part hereof, which exhibit contains a copy of the Quit Claim Deed to be executed and delivered under the provisions of this paragraph, subject to the covenants, reservations, conditions, restrictions, and easements described in the Quit Claim Deed.

5. Easements for Expressway Facilities. The Parties agree that CFX, and its successors and assigns, owns and holds perpetual, exclusive easements ("Easements") for the S.R. 429, S.R. 414, and S.R. 451 bridges, ramps, columns, fencing, signature, and related structures and facilities (referred to as "Expressway Facilities") that cross over, under or through the local roads as described in **Exhibit "E,"** including the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove the Expressway Facilities. City expressly agrees for itself and its successors and assigns to refrain from any use of the Easements which would interfere with the Expressway Facilities or otherwise constitute a hazard for the Expressway Facilities. The Easements shall be appurtenant to the City's right of way and shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by CFX and its successors and assigns.

6. Future and Continuing Maintenance. The Parties agree that it is necessary and desirable to define with specificity the locations for future and continuing maintenance, and the details of such maintenance responsibility. The future and continuing maintenance is applicable to the following areas: 1. City/County road bridge over CFX Expressway; 2. CFX Expressway

bridge over City/County road; 3. Canals/waterways – City/County; 4. Canals/waterways – CFX; 5. Detention/retention pond and structures; 6. Utilities; and 7. Roadways.

7. Detailed Maintenance Functions. **Exhibit “C”** attached hereto and by reference made a part hereof defines generically the areas of maintenance as outlined in paragraph 6 (1) – (7) above and the party responsibility for each of the future and continuing maintenance specific functions applicable to the area. The Parties agree that the maintenance functions outlined on **Exhibit “C”** are necessary and properly and reasonably defined and that the responsibility given to each of the Parties hereto to perform said functions is likewise necessary and properly and reasonably defined.

8. Maintenance Responsibility. **Exhibit “D”** attached hereto and by reference made a part hereof defines with specificity the locations for the continuing and future maintenance responsibility assigned and accepted pursuant to this Agreement, the party responsible for such maintenance and the exact maintenance item assigned to each party by reference to the paragraph number and subparagraph letter to the maintenance responsibility details outlined on **Exhibit “C”**.

9. CFX Maintenance Responsibility. CFX does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibit “D”** attached hereto and by reference made a part hereof and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement.

10. City Maintenance Responsibility. City does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibit “D”** attached hereto and by reference made a part hereof and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement.

11. Consideration. The consideration for the property to be transferred to City and the property to be transferred to CFX, collectively “the Property,” shall be the continuing and future obligation to maintain the Property.

12. Evidence of Title. At any time before Closing, either party may, at its sole cost and expense, order a commitment from an agent for a policy of Owner’s Title Insurance (the “Commitment”) which shall be written on a title insurance company reasonably satisfactory and acceptable to that party.

13. Survey. Either party shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the “Survey”). The surveyor shall provide certified legal descriptions and sketches of said descriptions and the legal descriptions will be included in the deed subject to the approval of the Parties.

14. Reverter. The Parties agree that if City no longer uses the property (or any part thereof) conveyed to City for City public right-of-way purposes, then all right, title, and interest to Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX’s option and at no cost to CFX.

15. Closing Date and Location. The closing of the conveyances contemplated under this Agreement (the "Closing") shall be held on or before _____ () days after the Effective Date or such earlier date selected by CFX upon not less than ____ () days' written notice to City (the "Closing Date"), at the offices of CFX, or CFX's attorney, or any other place which is mutually acceptable to the Parties. The closing date is subject to an option to extend that may be exercised with written approval from the Mayor of City of Apopka and the Executive Director of the Central Florida Expressway Authority.

16. Conveyance of Title. At the Closing, the Parties shall execute and deliver to the other the required Deeds and Easements as described above.

17. FIRPTA Affidavit. At Closing, each owner of the property ("Owner") shall sign a closing statement and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA) and such other documents as are necessary to complete the transaction.

18. Disclosure of Beneficial Interests. If, at the time of Closing, the Owners hold title to the Property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity whatsoever, then at Closing the Owners shall sign a beneficial interest affidavit described in Section 286.23, Florida Statutes.

19. General Closing Documents. At Closing, City shall sign a closing statement and an owner's affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes.

20. Recording.

- a. City agrees to record the Deed for the property being conveyed to City within thirty (30) days after delivery of the original Deed to City at its cost. City agrees to deliver a certified copy of the recorded Deed and easements to CFX shortly thereafter.
- b. CFX agrees to record the Deed and Easements for the property being conveyed to CFX within thirty (30) days after acceptance at its cost. CFX agrees to deliver a certified copy of the recorded Deed and easements to City shortly thereafter.

21. Agreement Not Recorded. This Agreement shall not be recorded in the official records of any county in the State of Florida. Notwithstanding the foregoing, the Parties acknowledge that this Agreement is and will remain a public record that will be available for review and inspection by the public.

22. As-Is Conveyance.

- a. Conveyance by CFX to City. The property described in paragraph 3 and **Exhibit "A"** is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the closing date, without any representations or warranties by the respective owner as to any condition of the property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. The respective owner makes no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of the property, or any part thereof, or to the fitness of the property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the property, or the failure of the property to meet any standards. In no event shall the respective owner be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. (CFX Manual, Sec. 5-6.09)

City has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the property described in paragraph 3 and **Composite Exhibit "A"** "AS-IS, WHERE IS AND WITH ALL FAULTS" and that the respective owner has disclaimed herein any and all warranties, express or implied.

- b. Conveyance by City to CFX. The property described in paragraph 4 and **Composite Exhibit "B"** is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the closing date, without any representations or warranties by the respective owner as to any condition of the property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. The respective owner makes no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of the property, or any part thereof, or to the fitness of the property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the property, or the failure of the property to meet any standards. In no event shall the respective owner be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing.

CFX has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the property described in paragraph 4 and **Composite Exhibit "B" "AS-IS, WHERE IS AND WITH ALL FAULTS"** and that the respective owner has disclaimed herein any and all warranties, express or implied.

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

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director
Telephone: (407) 690-5000
Facsimile: (407) 690-5011

With a copy to: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000

CITY: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: Mayor
Telephone: _____

With a copy to: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: City Attorney
Telephone: (407) _____ - _____
Facsimile: (407) _____ - _____

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

24. General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact 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 both Parties. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. City and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that the exclusive venue and jurisdiction for any legal action authorized hereunder shall be in the courts of Orange County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

26. Survival of Provisions. All covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

27. Severability. 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.

28. Effective Date. This Agreement shall be and become effective on the date that it is signed and executed by the last to sign of CFX and City.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the date set forth herein below.

[SIGNATURES TO FOLLOW]

Signed, sealed, and delivered in the presence of: **CITY OF APOPKA, FLORIDA**
By: City Commission

First Witness:

Signature BY: _____
MAYOR

Print Name Date: _____

Second Witness:

ATTEST: _____
City Clerk

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
201____, by _____, as Mayor of City of Apopka.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [] OR Produced Identification [], Type: _____

Signed, sealed, and delivered in the presence of: **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

First Witness:

Signature BY: _____
CHAIRMAN FRED HAWKINS

Print Name Date: _____

Second Witness:

ATTEST: _____
Regla ("Mimi") Lamaute
Recording Clerk

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Fred Hawkins as Chairman of the Central Florida Expressway Authority.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [] OR Produced Identification [], Type: _____

LIST OF EXHIBITS

- A. Quit Claim Deed With Legal Descriptions of property from CFX to City
- B. Quit Claim Deeds with Legal Descriptions of property from City to CFX
- C. Detailed Maintenance Functions
- D. Maintenance Responsibility
- E. Easement Agreement for Expressway Facilities

EXHIBIT "A"

Prepared By:

Linda S. Brehmer Lanosa, Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Reserved for Recording

Project 429-604; 429-200 A; 429-200

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED WITH RESERVATIONS AND EASEMENTS

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("GRANTOR") and the **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 ("City" or "GRANTEE").

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

SEE ATTACHED EXHIBIT "1"

**Property Appraiser's Parcel Identification Number:
Not Assigned**

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

Project 429-604; 429-200 A; 429-200

SUBJECT TO the covenants, conditions, restrictions, reservations, and easements which are set forth below:

- a) GRANTOR reserves unto itself, its successors and assigns the Easement Agreement for Expressway Facilities recorded in the Official Records of Orange County, Florida, as Document Number _____ at O.R. Book _____ and Page _____.
- b) GRANTOR reserves unto itself, its successors and assigns the Permanent Drainage Easement recorded in the Official Records of Orange County, Florida, as Document Number 1998-0120140 at O.R. Book 5447 and Page 2165.
- c) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (S.R.) 429, 414, or 451 right-of-way property which may otherwise accrue to any property adjoining said right of way.
- d) GRANTEE has no rights of ingress, egress, or access to S.R. 429, 414, or 451 from the GRANTEE's property, nor does GRANTEE have any rights of light, air or view from S.R. 429, 414, or 451 bridges.
- e) GRANTEE expressly agrees for itself, and its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with S.R. 429, 414, or 451 or otherwise constitute a hazard for S.R. 429, 414, or 451 or any related system or structure.
- f) GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the property (or any part thereof) for City or County public right-of-way purposes, then all right, title, and interest to the Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX's option and at no cost to CFX.

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

Project 429-604; 429-200 A; 429-200

Signed, sealed, and delivered
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

First Witness:

Signature

BY: _____
CHAIRMAN

Print Name

Date: _____

Second Witness:

ATTEST: _____
Regla (“Mimi”) Lamaute
Recording Clerk

**APPROVED AS TO FORM FOR
RELIANCE BY CFX ONLY**

By: _____
General Counsel

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
201____, by _____, as Chairman of the Central Florida Expressway
Authority.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [] OR Produced Identification [], Type: _____

COMPOSITE EXHIBIT "B"

Prepared By:

Linda S. Brehmer Lanosa, Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Reserved for Recording

Project 429-200 (involving Marden Road)

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED WITH EASEMENT

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 ("City" or "GRANTOR") and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX" or "GRANTEE").

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

SEE ATTACHED EXHIBIT "1"
(hereinafter "the Property")

Property Appraiser's Parcel Identification Number:
Not Assigned

TOGETHER WITH all rights of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

Project 429-200 (involving Marden Road)

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

SUBJECT TO the reservation by GRANTOR unto itself, its successors and assigns of an easement for the Marden Road Bridge over the Property, including the right to use, operate, maintain, improve, and repair.

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

Signed, sealed, and delivered
in the presence of:

"GRANTOR"

CITY OF APOPKA

First Witness:

Signature

BY: _____

Mayor

Print Name

Date: _____

Second Witness:

ATTEST: _____

Recording Clerk

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
201____, by _____, as Mayor of the City of Apopka.

NOTARY PUBLIC

Signature: _____

Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [] OR Produced Identification [], Type: _____

Project 429-200 (involving Marden Road)

EXHIBIT "1"

LEGAL DESCRIPTION

Prepared By:

Linda S. Brehmer Lanosa, Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Reserved for Recording

Project 414-210 (involving Coral Hills Road)

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 ("City" or "GRANTOR") and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX" or "GRANTEE").

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

SEE ATTACHED EXHIBIT "1"
(hereinafter "the Property")

Property Appraiser's Parcel Identification Number:
Not Assigned

TOGETHER WITH all rights of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

Project 414-210 (involving Coral Hills Road)

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

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

Signed, sealed, and delivered
in the presence of:

“GRANTOR”

CITY OF APOPKA

First Witness:

BY: _____
Mayor

Signature

Date: _____

Print Name

Second Witness:

ATTEST: _____
Recording Clerk

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
201____, by _____, as Mayor of the City of Apopka.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [] OR Produced Identification [], Type: _____

Project 414-210 (involving Coral Hills Road)

EXHIBIT "1"

LEGAL DESCRIPTION

EXHIBIT C. DETAILED MAINTENANCE FUNCTIONS

1. Local Road Bridge Over CFX Expressway System

- a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Ramp pavement to intersection with Local Road edge of pavement
 - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right of way
 - iv) Bridge underdeck and ramp lighting
 - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local ponds
 - vi) Ramp maintenance to Local Road edge of pavement
- b) City Responsibility
 - (1) Local roadway up to bridge approach slabs
 - (2) Sideslopes to right-of-way fence
 - (3) Signalization and bridge lighting above deck, if applicable
 - (4) **Non- CFX** Utilities facilities within CFX right-of-way
 - (5) Cross road drainage structures and pipe draining to CFX or Local retention area
 - (6) Cleaning/sweeping, striping and marking for Local roadways and sidewalks, if applicable.

2. CFX Expressway Bridge over Local Road

- a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Ramp pavement to intersection with Local Road edge of pavement
 - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right of way
 - iv) Bridge underdeck and ramp lighting
 - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local ponds
 - vi) Ramp maintenance to Local Road edge of pavement
- b) City Responsibility
 - i) Local Road within Local right-of-way, including pavement, striping, sidewalks, signage, signalization, lighting, and other improvements on or under the Local Road up to CFX's L/A right-of-way line or retaining wall
 - ii) Local Road between the CFX Bridge retaining walls
 - iii) Local road drainage structures and systems
 - iv) Ramp signalization and cross-road lighting, if applicable
 - v) Side slopes to L/A right-of-way fence line
 - vi) All other maintenance activities, including but not limited to cleaning, sweeping, etc.

3. Canals/Waterways – City

- a) CFX Responsibility
 - i) Structural integrity of headwalls and structure under CFX
 - ii) Bridge structure per se, if required
 - iii) Rip-rap if required
- b) Local responsibility
 - i) Canal and banks beyond head walls
 - ii) Open flow channel under CFX

4. Canals/Waterways – CFX

- a) CFX Responsibility
 - i) Bridge structure
 - ii) Waterway/channel within CFX right-of-way
 - iii) Rip-rap if required

5. Detention/Retention Ponds and Structures

- a) CFX Responsibility
 - i) CFX assigned ponds and CFX drainage structures within L/A right-of-way handling CFX water
 - ii) Drainage structures and piping in CFX right-of-way conveying water across Expressway
- b) Local Responsibility
 - i) Local assigned ponds and Local drainage structures handling Local road water
 - ii) Drainage structures in Local right-of-way feeding into CFX ponds/right-of-way

6. Utilities

- a) CFX Responsibility: None
- b) Local Responsibility:
 - i) Water and wastewater mains in CFX L/A right-of-way
- c) General:
 - i) Non- CFX utilities in public or L/A right-of-way are the responsibility of the utility company

7. Roadways

- a) CFX Responsibility: All facilities within CFX's L/A right-of-way except as noted.
- b) Local Responsibility: All facilities within Local right-of-way except as noted.

EXHIBIT D. MAINTENANCE RESPONSIBILITY
See Exhibit C for the Detailed Maintenance Functions

Location	City Responsibility	CFX Responsibility
Pond A (429-200A): Receives runoff from CR 437A and SR 429 Ramp A, thus joint use maintained by CFX		5a
Pond C (429-200A): Receives runoff from CR 437A and SR 429 NB ramp, thus joint use and maintained by CFX		5a
Pond D (429-200A): Receives runoff from CR 437A and SR 429 SB, thus joint use and maintained by CFX		5a
CFX Pond 7 outfall maintained by Apopka.	5b	
S.R. 429 over C.R. 437A a/k/a Ocoee-Apopka Road (429-200A, 429-604)	2b	2a
S.R. 429 and S.R. 414 and associated ramps over Harmon Road	2b	2a
S.R. 451 over C.R. 437A (429-604)	2b	2a
Marden Road over S.R. 414	1b	1a

EXHIBIT "E"

Prepared By and Return To:
Linda S. Brehmer Lanosa
Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

For Recording Purposes Only

Projects 429-604, 429-200A, 429-200

This document is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

EASEMENT AGREEMENT FOR EXPRESSWAY FACILITIES

THIS EASEMENT AGREEMENT is executed this _____ day of _____, 2018, by the **CITY OF APOPKA**, a Florida Municipal Corporation existing under the laws of the State of Florida, whose address is 120 East Main Street, Apopka, Florida 32703 (“Grantor” or “City”) to and in favor of **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, public corporation and an agency of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 (“Grantee” or “CFX”).

WITNESSETH:

WHEREAS, pursuant to section 348.753, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System (“Expressway System”) and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access; and

WHEREAS, pursuant to Section 166.021, Florida Statutes, the City is empowered to provide and maintain arterial and other roads for the benefit of its citizens; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, “public roads may be transferred between jurisdictions . . . by mutual agreement;” and

WHEREAS, in the course of the construction State Road (S.R.) 429, CFX acquired certain land for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to insure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible; and

WHEREAS, the construction of the Maitland Boulevard Extension S.R. 429 / 414 Systems Interchange Project No. 429-200, the S.R. 429 Interchange with C.R. 437A (a/k/a Ocoee-Apopka Road) Project No. 429-200A, and the Western Beltway S.R. 429 Project 75320-6460-604, are completed, and both parties desire title to the local roads and related facilities to vest in the City, subject to certain rights retained by CFX, and title to all of CFX's right-of-way and related facilities and crossings to vest in CFX; and

WHEREAS, in conjunction with this Easement Agreement, the parties have entered into or will enter into a separate Right of Way Transfer and Continuing Maintenance Agreement ("Maintenance Agreement") addressing, in part, each party's maintenance responsibilities with respect to the property identified therein; and

WHEREAS, the property that is the subject of this Easement Agreement involves the expressway bridges, ramps, columns, fencing, signage, and related structures and facilities (referred to as "Expressway Facilities") that cross over, under or through local road right-of-way within the jurisdictional limits of the City, either now or in the foreseeable future, as more particularly described in **Exhibit "1"** attached hereto; and

WHEREAS, CFX affirms and City acknowledges that CFX reserves unto itself, its successors and assigns the Permanent Drainage Easement recorded in the Official Records of Orange County, Florida, as Document Number 1998-0120140 at O.R. Book 5447 and Page 2165; and

WHEREAS, the City desires to formally grant to CFX certain easements for the operation, maintenance, expansion, or removal of Expressway Facilities on, over and under the load road right-of-way.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

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

2. **Grant of Easement for Expressway Facilities.** The City hereby grants and conveys to CFX and its successors and assigns, perpetual, exclusive easements for the Expressway Facilities over the local road right-of-ways as itemized in **Exhibit "1"**, referred to as "Easement Property," including the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove all or part of the Expressway Facilities over, through, across, and under the Easement Property. In addition, the City hereby grants and conveys to CFX and its successors and assigns, a perpetual, non-exclusive easement for limited-access fences, signs and related structures and facilities, including the right to access, install, construct, use, operate, maintain, alter, improve, repair replace, renew, expand, and remove on, over, through, across, and under the Easement Property. Further, if and when the

City acquires additional portions of local road right-of-way, the Easement Property shall encompass the additional portion of the local road right-of-way. The City or its successors in interest shall be entitled to make reasonable use of the Easement Property for local right-of-way not inconsistent with CFX's use; provided, any use by the City of the Easement Property shall not in any manner adversely affect the exercise of CFX's rights hereunder, use or enjoyment of the Easement Property. The City expressly agrees for itself and its successors and assigns, to refrain from any use of the Easement Property which would interfere with the Expressway Facilities or the Expressway System, or otherwise constitute a hazard for the Expressway Facilities or Expressway System.

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

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

Copy to: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel

CITY: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attn: Mayor

Copy to: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attn: City Attorney

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

4. **Modification.** This Easement Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto and recorded in the Public Records of Orange County, Florida.

5. **Successors and Assigns.** All easements contained herein shall be appurtenant to the lands herein described, and, except as hereinafter set forth, shall run with said lands forever

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

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

7. **No Public Rights.** This instrument is not intended to, and shall not, create any rights in favor of the general public.

8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

[SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWING]

For Recording Purposes Only

IN WITNESS WHEREOF, the City has caused this Easement Agreement to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the date first above written.

CITY OF APOPKA, a Florida Municipal Corporation existing under the laws of the State of Florida.

(Print Name)

By: _____
Title: _____
Print: _____
Date: _____, 2009

(Print Name)

Approved as to form and legality for the execution by a signatory of the City of Apopka

Legal Counsel:
By: _____
Print: _____
Date: _____, 2009

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared _____, as _____, of the City of Apopka, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Apopka.

(Signature of Notary Public)

(Print or Type Name of Notary Public)
Notary Public, State of Florida
Commission No. & Expiration _____

For Recording Purposes Only

IN WITNESS WHEREOF, the Central Florida Expressway Authority has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

“GRANTEE”
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, an agency of the State of
Florida

Print Name: _____

By: _____
Laura Kelley, Executive Director

Print Name: _____

Attest: _____
Executive_Secretary

APPROVED AS TO FORM AND
LEGALITY this ___ day of _____,
2017, for use and reliance by Central Florida
Expressway Authority Only

By: _____
Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____,
2017, by Laura Kelley, as Executive Director of the **CENTRAL FLORIDA EXPRESSWAY**
AUTHORITY, a public corporation and an agency of the State of Florida, on behalf of the
agency. She is personally known to me.

(Signature of Notary Public)

(Print or Type Name of Notary Public)
Notary Public, State of Florida
Commission No. & Expiration _____

For Recording Purposes Only


EXHIBIT "1"
("Easement Property")

**Consent Agenda Item
#14**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: February 20, 2018

RE: Real Estate Purchase Agreement between Greater Orlando Aviation Authority ("GOAA"), City of Orlando, and Central Florida Expressway Authority ("CFX")
Location: State Road (S.R.) 528 and Cargo Road, Project 907

BACKGROUND

In connection with the widening and improvement of S.R. 528, including the construction of ramps and interchange improvements at S.R. 528 and S.R. 15 a/k/a "Narcoossee Road," referred to as the "Project," CFX needs to acquire a small piece of property owned by the City of Orlando and used by GOAA. The property is designated as Parcel 907-101 and consists of approximately 0.07624 acres as more particularly described in legal description attached to the Real Estate Purchase Agreement, which is marked as **Attachment "C."**

To accommodate the rerouting of drainage crossing under S.R. 528, CFX desires to purchase from GOAA and the City perpetual drainage easements on, over, and under Parcel 801A, consisting of approximately 0.02195 acres, Parcel 801B, consisting of approximately 0.02507 acres, and Parcel 801C, consisting of approximately 0.26171 acres, as are more particularly described in the legal description attached to the Real Estate Purchase Agreement as Exhibit "B." The cumulative area of the perpetual drainage easements totals 0.30872 acres. The easements are depicted in the attached Right-of-Way map in yellow marked as **Attachment "A."** Parcel 907-101 is highlighted in red. For reference, an aerial of the location is marked as **Attachment "B."**

Also in connection with the Project, it was necessary for CFX to relocate Cargo Road because a portion of the road was located within the re-established limited access line for S.R. 528 and conflicted with the Project. CFX fully funded the relocation of Cargo Road.

The parties desire to formally transfer Parcels 907-101, 801A, 801B, and 801C by entering into the attached Real Estate Purchase Agreement whereby GOAA and the City shall sell Parcel 907-101 to CFX and convey the Easement Parcels to CFX, and CFX shall purchase from GOAA and City the Properties. The parties agree that the purchase price will be offset by CFX's in-kind improvements due to the relocation of Cargo Road.

REQUESTED ACTION

We respectfully request that the CFX Board approve the attached Real Estate Purchase Agreement between Greater Orlando Aviation Authority, City of Orlando, and Central Florida Expressway Authority.

The Right of Way Committee recommended approval on February 28, 2018.

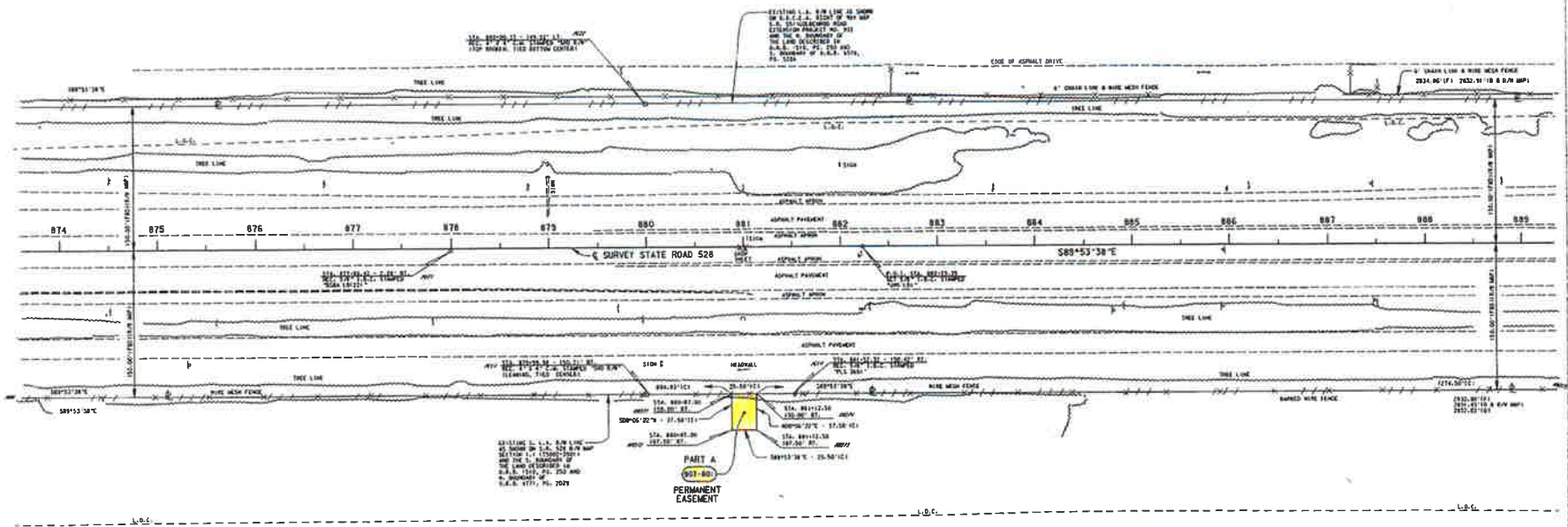
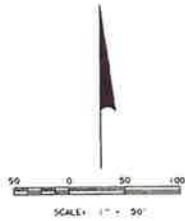
ATTACHMENTS

- A. Right of Way Map
- B. Aerial
- C. Real Estate Purchase Agreement

Reviewed by:

A handwritten signature in blue ink, reading "Joseph Lassiatore", is written over a horizontal line.

ATTACHMENT "A"



CITY OF ORLANDO

NW. 1/4

SECTION 36, TOWNSHIP 23 SOUTH, RANGE 30 EAST

THIS MAP IS NOT A SURVEY
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

DETAIL SHEET

NO.		DESCRIPTION	NO.		DESCRIPTION	NO.		DESCRIPTION

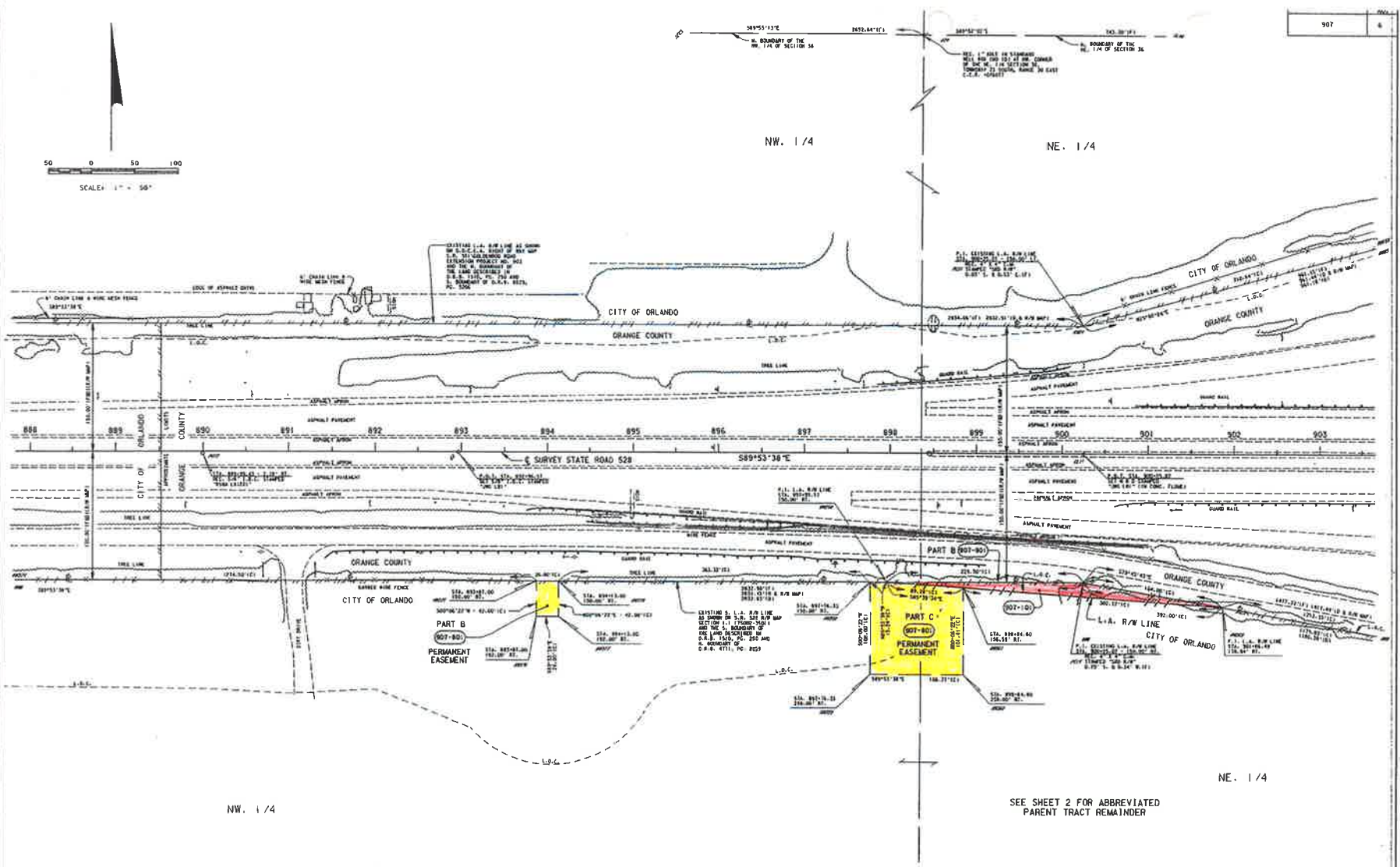
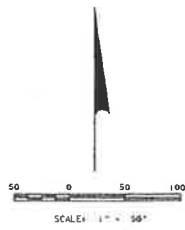
JONES WOOD AND GENTRY, INC.
 PROFESSIONAL SURVEYORS AND MAPPING - L.P.
 ONE EAST ORLANDO DRIVE
 ORLANDO, FLORIDA, 32803
 407-980-0700

DATE: 08/17/22 PROJECT NO: 22-00000000

NO.	DATE	BY	FOR
1	08/17/22	J.W.	AS SHOWN
2	08/17/22	J.W.	FOR REVIEW



RIGHT-OF-WAY MAP
 FOR THE S.R. 528 / NARCOOSSEE ROAD INTERCHANGE
 PROJECT NO. 907



SECTION 36, TOWNSHIP 23 SOUTH, RANGE 30 EAST

THIS MAP IS NOT A SURVEY
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

DETAIL SHEET

REVISIONS	
NO.	DESCRIPTION

JONES WOOD AND CENTRY, INC.
PROFESSIONAL SURVEYOR AND MAPPER - L.M.
ONE EAST COASTAL DRIVE
ORLANDO, FLORIDA 32817
MEMBER: A.S.P.E. 1111 P.C. 2023

NO.	DATE	BY	CHKD.	DATE
1	01-15-23	J.L. HARRIS	J.L. HARRIS	01-15-23
2	01-24-23	J.L. HARRIS	J.L. HARRIS	01-24-23



RIGHT-OF-WAY MAP
FOR THE S.R. 528 / NARCOOSSEE ROAD INTERCHANGE
PROJECT NO. 907

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2018, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body created as an agency of the City of Orlando existing under and by virtue of the laws of the State of Florida, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA"), the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 ("CFX"), and the **CITY OF ORLANDO** (the "City"), a Florida Municipal Corporation created by and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, FL 32802-4990. (GOAA, CFX, and City are sometimes collectively referred to herein as the "Parties"; GOAA and City are sometimes collectively referred to as "Owner").

WITNESSETH:

WHEREAS, GOAA is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended (the "GOAA Act"), as an independent special district and agency of the City of Orlando, Florida; and

WHEREAS, the City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately .07624 acres, as legally described and generally depicted on **Exhibit "A"** attached hereto and incorporated herein by this reference ("Parcel 907-101"); and

WHEREAS, in connection with the widening and improvement of S.R. 528 (a/k/a the Beachline) (the "Beachline Project"), including, without limitation, the construction of ramps and interchange improvements at S.R. 528 and S.R. 15 (a/k/a "Narcoossee Road") (the "Project"), CFX required fee simple title to serve the expanded right of way for the new interchange and associated ramp system; and

WHEREAS, in connection with the Project, CFX needed to relocate Cargo Road, a portion of which was located within CFX's S.R. 528 limited access line, and which, therefore, conflicted with the Beachline Project; and

WHEREAS, to accommodate the rerouting of drainage crossing under S.R. 528, CFX also desires to purchase from GOAA and the City perpetual drainage easements on, over, and under Parcel 801A, consisting of approximately 0.02195 acres, Parcel 801B, consisting of approximately 0.02507 acres, and Parcel 801C, consisting of approximately 0.26171 acres, (cumulatively 0.30872 acres), as are more particularly described and depicted on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Easement Parcels") (hereinafter Parcel 907-101 and the Easements Parcels are collectively referred to as the "Properties"); and

WHEREAS, GOAA controls, operates and maintains the Properties pursuant to that certain Amended and Restated Operation and Use Agreement dated August 31, 2015 (“Operation Agreement”) with the City, and that certain Memorandum of Operation and Use Agreement filed March 23, 2016 in Official Records as Clerk’s Document No. 20160146368, Public Records of Orange County, Florida; and

WHEREAS, the Parties desire to formalize the terms and conditions whereby GOAA and the City shall sell Parcel 907-101 to CFX and convey the Easement Parcels to CFX, and CFX shall purchase from GOAA and City the Properties.

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

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

2. **The Properties.**

(a) **Agreement to Convey Parcel 901-101.** Subject to the terms and conditions of this Agreement, City and GOAA hereby agree to transfer and convey to CFX all of their respective rights, title, and interest in and to Parcel 901-101 by Special Warranty Deed, substantially in the form of **Exhibit “C”** attached hereto and incorporated herein by this reference (the “Deed”).

(b) **Agreement to Convey the Easement Parcels.** Subject to the terms and conditions of this Agreement, City and GOAA hereby agree to convey drainage easements to CFX on Parcel 801A, Parcel 801B, and Parcel 801C by the Drainage Easement substantially in the form of **Exhibit “D”** attached hereto and incorporated herein by this reference (the “Drainage Easement”).

3. **Purchase Price.** The purchase price for Parcel 907-101 shall be EIGHT THOUSAND THREE HUNDRED EIGHTY-SEVEN AND NO/100 DOLLARS (\$8,387.00) as determined by that certain fair market value appraisal performed by Pinel & Carpenter, Inc., dated December 8, 2006 (the “Parcel 907-101 Purchase Price”). The purchase price for the Easement Parcels shall be TWENTY-FIVE THOUSAND, FOUR HUNDRED THIRTY-FOUR AND NO/100 DOLLARS (\$25,434.00) (cumulatively Parcel 801A - \$1,569.00, plus Parcel 801B - \$1,792.00, plus Parcel 801C - \$22,073.00 = \$25,434.00) pursuant to that certain fair market value appraisal performed by Pinel & Carpenter, Inc., dated December 8, 2006 (the “Easement Purchase Price”). As such, the purchase price for the Properties shall be THIRTY-THREE THOUSAND EIGHT HUNDRED TWENTY-ONE AND NO/100 DOLLARS (\$33,821.00) (cumulatively Parcel 907-101 - \$8,387.00, plus the Easements Parcels - \$25,434.00 = \$33,821.00) (the “Purchase Price”).

(a) **CFX In-Kind Improvements.** In lieu of payment, CFX has fully funded the relocation of Cargo Road in connection with the Project (the "CFX In-Kind Improvements"). The value of the CFX In-Kind Improvements is approximately ONE MILLION NINE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED NINETY-FIVE AND 08/100 DOLLARS (\$1,917,395.08) as described on **Exhibit "E"** attached hereto and incorporated herein by this reference. The Parties hereby agree that the Purchase Price for the Properties shall be offset by the value of the CFX In-Kind Improvements and no additional balance shall be owed by CFX to GOAA and City for the Properties.

4. **CFX's Right of Inspection.** CFX shall at all times before Closing have the privilege of going upon the Properties with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which CFX, in its discretion, deems necessary or desirable to determine the suitability of the Properties for its intended uses thereof. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Properties. CFX may, in its sole discretion and at its sole cost and expense, have the Properties tested, surveyed and inspected to determine if the Properties contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants.

5. **Evidence of Title.** CFX has, at CFX's sole cost and expense, obtained a commitment from Marchena and Graham, P.A., as an agent for First American Title Insurance Company (the "Title Company"), for a policy of Owner's Title Insurance (the "Commitment"). Copies of all documents constituting the exceptions referred to in the Commitment have been provided. The Commitment binds the Title Company to deliver to CFX a policy of Owner's Title Insurance which shall insure CFX's title to the Properties in an amount equal to the Purchase Price. CFX has reviewed the Commitment and those matters set forth on **Exhibit "G"** attached hereto and incorporated herein by reference shall be deemed and collectively referred to herein as the "Permitted Exceptions". CFX shall take title to the Property subject to the Permitted Exceptions. At Closing, CFX shall pay the premium for the Owner's Title Insurance Policy to be issued.

6. **Survey.** CFX shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the "Survey"). Any Survey shall be performed and certified to CFX and the title company issuing the Commitment in accordance with applicable law, statutes and regulations and shall have located thereon all matters listed in the Commitment which are capable of being shown on a survey.

7. **Closing Date and Closing Procedures and Requirements.**

(a) **Closing Date.** The closing of the sale and purchase of Parcel 907-101 and conveyance of the Easement Parcels (the "Closing") shall be held on a day and at a time mutually agreeable to the parties upon no less than ten (10) days written notice to GOAA and the City (the "Closing Date"). Closing shall occur at the offices of GOAA's

attorney or any other place which is mutually acceptable to the parties. Without limiting anything contained, Closing may be accomplished by mail or courier.

(b) Conveyance of Title for Parcel 907-101. At the Closing, GOAA and the City shall execute and deliver to CFX a Special Warranty Deed, substantially similar to **Exhibit "C"** conveying fee simple marketable record title to Parcel 907-101, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except as may be reasonably permitted by CFX. GOAA shall execute a Consent to said deed, as required by CFX. Additionally, at Closing, GOAA, at GOAA's cost, shall deliver to CFX an executed FAA letter and Deed of Release as to the Properties pursuant to Paragraph 20 herein.

(c) Conveyance of Easement in Parcel 801A, 801B, and 801C. At Closing, GOAA and the City shall execute and deliver to CFX a Drainage Easement, substantially in the form of **Exhibit "D"** attached hereto, conveying a non-exclusive drainage easement over, under, and through Parcels 801A, 801B, and 801C, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except as may be reasonably permitted by CFX. Additionally, at Closing, GOAA, shall deliver to CFX an executed FAA letter and Deed of Release as to the Easement Parcels pursuant to Paragraph 20 herein.

(d) Conveyance of Possession. Title shall transfer as of the Closing Date and, on or before the Closing Date, Owner shall abandon and vacate Parcel 907-101 and shall remove all personal property not included in this transaction that Owner intends to remove from Parcel 907-101 and for which CFX has not paid Owner as part of the Closing. Owner shall surrender possession of Parcel 907-101 to CFX at the Closing free of any tenancies, sub-tenancies or encumbrances, except those listed on the Permitted Exceptions in **Exhibit "G"**. Any personal property or fixtures left by Owner upon Parcel 907-101 after the Closing Date shall be presumed to be abandoned, and CFX will have the right to remove and destroy such property or fixtures without any responsibility or liability to Owner for any damages or claims whatsoever.

(e) Prorating of Taxes and Assessments. GOAA shall pay all taxes, assessments, and charges applicable to the Properties, if any, for all years through the Closing Date. At Closing, GOAA and the City will pay to CFX, or the closing agent, GOAA's and the City's prorata share of all taxes, assessments and charges, if any, allocable to the Properties for the year of closing, as determined by the Orange County Property Appraiser, the Orange County Tax Collector, and/or other applicable governmental unit. It is understood and acknowledged that the Properties, as property of GOAA and the City, is exempt from ad valorem real estate taxes, and GOAA and the City shall cooperate in good faith with CFX to evidence and confirm all applicable exemptions from taxes.

(f) Closing Costs. GOAA shall, at Closing, pay: (i) all real property transfer and transaction taxes and levies, including documentary stamps on the Deed, if any, relating to the purchase and sale of Parcel 907-101 (provided, that CFX shall cooperate in good faith with GOAA and the City to evidence and confirm all applicable

exemptions from said taxes); (ii) the cost of recording the Deed delivered hereunder; and (iii) the cost of recording the Drainage Easement delivered hereunder. GOAA shall also pay the costs associated with obtaining the Deed of Release from the Federal Aviation Administration (“FAA”). Each party shall pay its own attorneys’ fees and costs in connection with this Agreement and the Closing. All other costs incurred at Closing shall be borne by the parties in accordance with the custom and usage in Orange County, Florida.

(g) General Closing Documents. At Closing, the Owner shall sign a closing statement, an owner’s affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes, and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner’s taxpayer identification number and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA) and such other documents as are necessary to complete the transaction. If, at the time of Closing, the Owner holds title to the Property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity whatsoever, then at Closing the Owner shall sign a beneficial interest affidavit described in Section 286.23, Florida Statutes, as applicable.

(h) Indemnification. City and GOAA shall, without waiving sovereign immunity as set forth in Florida law, indemnify and hold CFX harmless from and against any and all claims, loss, damages or liability that arises from or relates to unpaid ad valorem taxes on the Properties, or their parent tracts, incurred prior to the Closing Date; nothing herein shall inure to the benefit of a third party to allow any claim not otherwise barred by sovereign immunity or other operation of law. The duty to indemnify shall terminate upon payment or cancellation of all outstanding ad valorem taxes on the Parties or their parent tracts.

8. Warranties and Representations of GOAA. To induce CFX to enter into this Agreement and to purchase Parcel 907-101 and the easements, GOAA, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of GOAA’s knowledge:

(a) That, pursuant to the Act and the Operating Agreement, GOAA has the full right, power, and authority to enter into and deliver this Agreement, and to consummate the transaction contemplated herein, in accordance with the conditions set forth by the FAA Letter of Release dated March 10, 2011, as described in **Exhibit “F”** attached hereto and incorporated herein by this reference.

(b) That the execution and delivery of this Agreement, and the consummation of the transaction contemplated herein, shall not, and do not, constitute a violation or breach by GOAA of any provision of any agreement or other instrument to which GOAA is a party, or to which either may be subject although not a party, nor result

in, or constitute a violation or breach of any judgment, writ, order, injunction, or decree issued against GOAA.

(c) Pursuant to the GOAA Act and the Operating Agreement, GOAA has the present, exclusive right to occupy, operate, control and use the Parcel 907-101 and the easements, and there are no tenancy, rental or other occupancy agreements affecting the Parcel 907-101 and the easements other than the Permitted Exceptions.

(d) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting Parcel 907-101 and the easements or any portion thereof, or relating to or arising out of the ownership of Parcel 907-101 and the easements, in any court, or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(e) No person, firm or other legal entity other than CFX has any right or option whatsoever to acquire the interest contemplated herein as to Parcel 907-101 and the easements or any portion or thereof or any interest therein.

(f) To the best knowledge of GOAA, as of the date of this Agreement, GOAA has not received written notice from any governmental authority or agency of any material violation with respect to Parcel 907-101 and the easements of laws relating to Hazardous Materials (as hereinafter defined) which violation remains uncured in any material respect. For purposes of this Agreement, the term Hazardous Materials shall mean (a) any toxic substance or hazardous waste, hazardous substance or related hazardous material; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of presently existing federal, state or local safety guidelines, whichever are more stringent; and (c) any substance, material or chemical which is defined as or included in the definition of "hazardous substances", "toxic substances", "hazardous materials", "hazardous wastes" or words of similar import under any federal, state or local statute, law, code, or ordinance or under the regulations adopted or guidelines promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq., provided, however, that the term "Hazardous Material" shall not include (i) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline, or (ii) materials which are stored or used in the ordinary course of operating Parcel 907-101 and the easements.

(g) That each and every one of the foregoing representations and warranties are true and correct as of the date hereof, and will be true and correct as of the Closing Date.

(h) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which GOAA has knowledge, GOAA shall immediately disclose same to CFX when such knowledge is first available; and in the event of any change which may be deemed by CFX to be materially adverse, CFX may, at its election, terminate this Agreement.

9. **Warranties and Representations of City.** To induce CFX to enter into this Agreement and to purchase Parcel 907-101, City, in addition to the other warranties and representations made herein, makes the following representations and warranties, each of which is given to the best of City's knowledge:

(a) That City, as fee simple owner of the Properties, has taken all steps necessary under its Charter, the Act, and the Operating Agreement to approve and authorize the sale of Parcel 907-101 and the sale and conveyance of the Drainage Easements contemplated herein, including, without limitation, conveyance of fee simple and the granting of perpetual easements.

(b) To the best knowledge of the City, there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Properties or any portion thereof or relating to or arising out of the City's fee ownership of the Properties, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(c) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by City of any provision of any agreement or other instrument to which City is a party or to which either may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against City.

(d) To the best knowledge of the City, as of the date of this Agreement, the City has not received written notice from any governmental authority or agency of any material violation with respect to Parcel 907-101 and the easements of laws relating to Hazardous Materials (as hereinafter defined) which violation remains uncured in any material respect. For purposes of this Agreement, the term Hazardous Materials shall mean (a) any toxic substance or hazardous waste, hazardous substance or related hazardous material; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of presently existing federal, state or local safety guidelines, whichever are more stringent; and (c) any substance, material or chemical which is defined as or included in the definition of "hazardous substances", "toxic substances", "hazardous materials", "hazardous wastes" or words of similar import under any federal, state or local statute, law, code, or ordinance or under the regulations adopted or guidelines promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 et seq.; the Hazardous Materials

Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq., provided, however, that the term "Hazardous Material" shall not include (i) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline, or (ii) materials which are stored or used in the ordinary course of operating Parcel 907-101 and the easements.

(e) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(f) In the event that any changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which City has knowledge, City shall immediately disclose same to CFX when such knowledge is first available; and in the event of any change which may be deemed by CFX to be materially adverse, CFX may, at its election, terminate this Agreement.

10. **Defaults.** In the event any party breaches any warranty or representation contained in this Agreement, or fails to comply with, or perform any, of the conditions to be complied with, or any of the covenants, agreements, or obligations to be performed by such party under the terms and provisions of this Agreement, the non-defaulting party, in its sole discretion, shall be entitled to: (i) exercise any and all rights and remedies available to it at law and in equity, including, without limitation, the right of specific performance; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder, shall be deemed null and void, and of no further force or effect. Prior to exercising any remedies, the non-defaulting party shall provide the defaulting party with thirty (30) days' written notice and opportunity to cure the default.

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

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

Copy to: General Counsel

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

GOAA: GREATER ORLANDO AVIATION AUTHORITY
One Jeff Fuque Boulevard
Orlando, Florida 32827-4399
Attn: Chief Executive Officer

Copy to: Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814
Attn: Marcos R. Marchena, Esq.

CITY: CITY OF ORLANDO
400 South Orange Avenue
Orlando, FL 32801
Attn: Chief Administrative Officer

Copy to: City Attorney
Office of Legal Affairs
400 South Orange Avenue
Orlando, Florida 32801
Attn: Roy Payne, Esq.

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

12. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact 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 all parties. The provisions of this Agreement shall inure to the benefit of, and binding upon, the parties hereto, and their respective heirs, administrators, executors, personal representatives, successors and assigns. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to, or subtract from, the meaning of the contents of each paragraph. GOAA, the City, and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise

appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Orange County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

13. **Survival of Provisions.** All covenants, representations, and warranties set forth in this Agreement shall survive the execution or delivery of any and all documents at any time executed or delivered under, pursuant to, or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to, or by reason of this Agreement.

14. **Severability.** 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.

15. **Attorneys' Fees.** In the event of any dispute hereunder, or of any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, each party shall bear their own fees and costs.

16. **Waiver of Jury Trial.** GOAA, THE CITY, AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

17. **Effective Date.** When used herein, the term "Effective Date," or the phrase "the date hereof," or "the date of this Agreement" shall mean the last date that either CFX, GOAA, or the City execute this Agreement.

18. **Release.**

(a) **GOAA and City Release.** By execution of the Agreement, GOAA and City acknowledge and agree that the Purchase Price shall be offset by the CFX In-Kind Improvements performed by CFX on the Properties, and that GOAA and City shall receive no additional compensation for Parcel 907-101 and the Easement Parcels. GOAA and the City hereby waive and release CFX from any claim for payment for such rights or severance damages to any remaining property owned or occupied by GOAA or the City, including, without limitation, any claim for loss of access to Owner's remaining property, and any matter, cause or thing whatsoever, arising out of or in any way connected with the conveyance of Parcel 907-101 to CFX, all from the beginning of the world to the day thereof. A covenant shall be contained in the deed acknowledging Owner's agreement to the foregoing. (CFX Right-of-Way Acquisition Procedures Manual, Section 5-5.025) Nothing contained herein shall release CFX from its liabilities or obligations with respect to: (i) warranties, representations and covenants in the Agreement expressly surviving Closing,

(ii) any misrepresentation by CFX regarding this Agreement; or (iii) any loss or damage caused by the negligence or willful wrongdoing of CFX, its employees, contractors or agents.

(b) **CFX Release.** By execution of this Agreement, CFX acknowledges and agrees that as of the date of City's execution and delivery of the Deed, and GOAA's consent thereto, CFX shall remise, release, acquit, satisfy, and forever discharge GOAA and City of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which CFX ever had, then has, or which any personal representative, successor, heir or assign of CFX, thereafter can, shall or may have, against GOAA or City for, upon or by reason pertaining to the physical condition or suitability for use of the Properties; provided, however, such release shall specifically exclude (i) any warranties, representations and covenants in the Agreement expressly surviving closing, (ii) any misrepresentation by GOAA or City regarding this Agreement; or (iii) any loss or damages caused by the negligence or willful wrongdoing of GOAA or City or their respective employees, contractors or agents.

19. **Brokerage.** GOAA, City and CFX hereby represent and warrant each to the other that said warranting party has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of Parcel 907-101 contemplated herein. It is agreed by all parties hereto that any warranting party breaching or having breached this warranty shall indemnify all other non-breaching warranting parties for any damages, fines, penalties or losses incurred by them as a result of or arising from such breach. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City, GOAA, or CFX may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

20. **FAA Requirements.** The FAA requires certain provisions be made to the Agreement as a condition of the Deeds of Release being issued by the FAA, and in accordance with the requirements of the FAA, CFX, City and GOAA hereby agree to the following provisions as conditions of conveyance for Parcel 907-101 and the Easement Parcels (the "Properties") as follows (i.e., the following or substantially similar language will be included as part of the covenants, conditions and restrictions in the Deed conveying Parcel 907-101):

(a) City and GOAA reserve unto themselves, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of, or in the said airspace, for use of said airspace for landing on, or taking off from, or operating on Orlando International Airport.

(b) CFX, City and GOAA expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with the FAA Regulations, Part 77.

(c) CFX, City and GOAA expressly agree for themselves, their successors and assigns, to prevent any use of the herein described real property which would interfere with the landing or takeoff of aircraft at the Orlando International Airport, or interfere with the air navigation, and or communication facilities serving the Airport, or otherwise constitute an airport hazard.

(d) City and GOAA reserve unto themselves, their successors and assigns, the necessary interests or rights to ensure that the Properties will only be used for purposes that are compatible with noise levels generated by aircraft using the Orlando International Airport.

(e) CFX, City and GOAA, and their successors and assigns shall not permit/afford access from the Properties onto Orlando International Airport Property for aeronautical purposes.

(f) City and GOAA shall insure that if the Properties are used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the Properties to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6B, paragraph 22.17.e

21. **Exhibits.** The following Exhibits are attached hereto and incorporated herein by reference:

Exhibit "A"— Parcel 907-101

Exhibit "B"— Easement Parcels

Exhibit "C"— Form of Special Warranty Deed (Parcel 907-101)

Exhibit "D"— Form of Drainage Easement

Exhibit "E"— CFX In-Kind Improvements

Exhibit "F"— FAA Letter of Release

Exhibit "G"— Permitted Exceptions

[THIS SPACE LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGES FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

**“GOAA”
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

Dayci S. Burnette-Snyder,
Assistant Secretary

Date: _____, 2018

WITNESSES:

APPROVED AS TO FORM AND
LEGALITY this ___ day of _____,
2018, for the Greater Orlando Aviation
Authority, only.
Marchena and Graham, P.A., General
Counsel.

(Printed Name)

(Printed Name)

By: _____
Marchena and Graham, P.A.

[SIGNATURE PAGES FOLLOWING]

**“CFX”
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**, a public
Corporation of the State of Florida

ATTEST:

By: _____
Laura Kelley, Executive Director
Date: _____, 2018

Darleen Mazzillo, Executive Secretary

WITNESSES:

(Printed Name)

(Printed Name)

APPROVED AS TO FORM AND
LEGALITY FOR USE AND RELIANCE
BY CENTRAL FLORIDA EXPRESSWAY
AUTHORITY ONLY.

Counsel

By: _____
Print: _____
Date: _____

[SIGNATURE PAGE FOLLOWING]

WITNESSES:

(Print Name)

(Print Name)

“CITY”

CITY OF ORLANDO, a Florida Municipal Corporation existing under the laws of the State of Florida

By: _____

Title: _____

Print: _____

Date: _____, 2018

APPROVED AS TO FORM AND LEGALITY FOR THE EXECUTION BY A SIGNATORY OF THE CITY OF ORLANDO

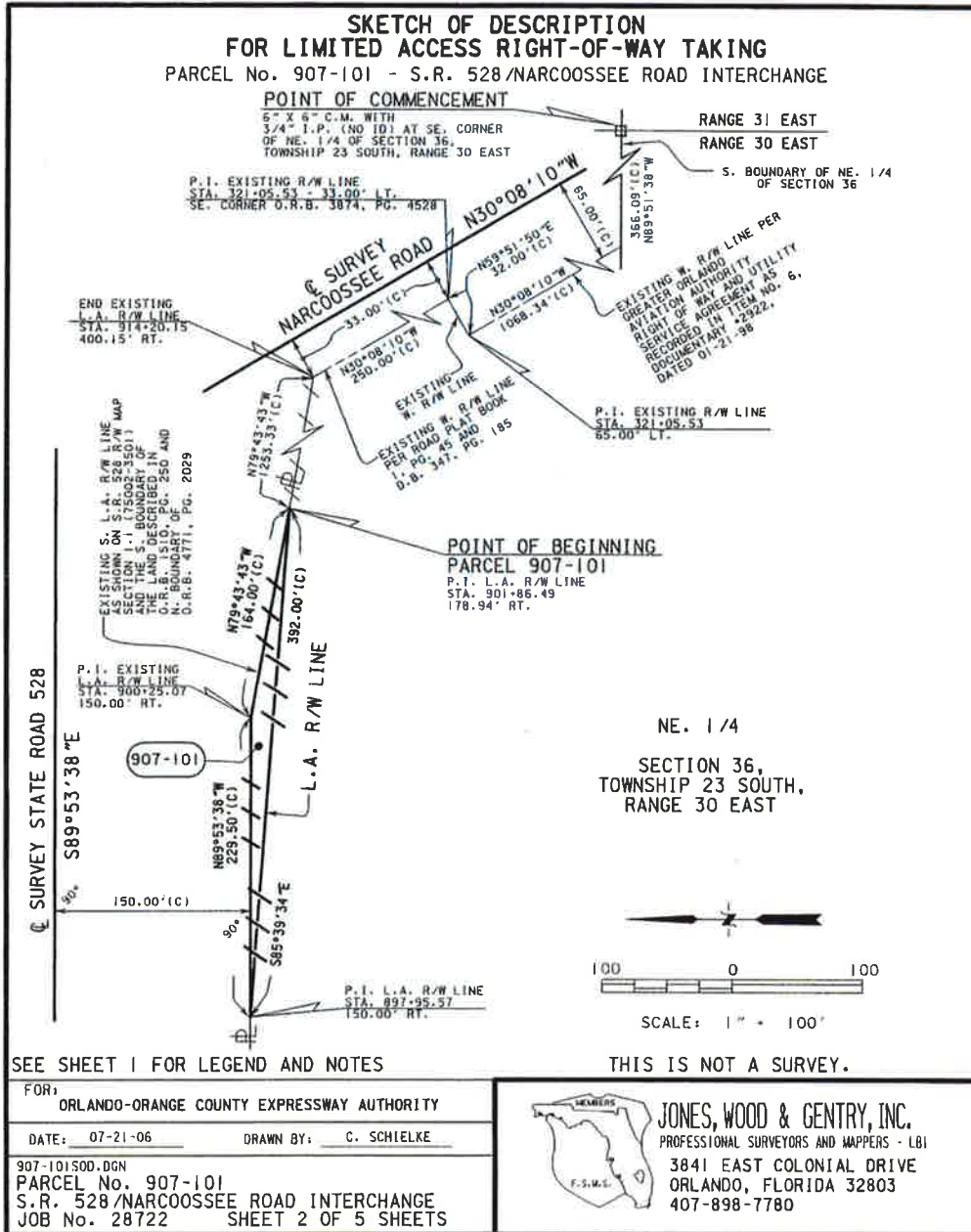
Legal Counsel:

By: _____

Print: _____

Date: _____, 2018

EXHIBIT "A"
("Parcel 907-101")



**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 528 – NARCOOSSEE ROAD INTERCHANGE
PROJECT NUMBER 907**

PARCEL NO. 907-101

LIMITED ACCESS RIGHT OF WAY

THAT PART OF:

“Begin at the Southwest corner of Section 36, Township 23 South, Range 30 East; thence N 00°28'37" E, along the West line of said Section 36, 2826.90 feet to the West ¼ corner; thence, continuing along the West line of said Section 36, N 00°30'15" E, 1402.25 feet; thence S 89°16'02" E, 960.01 feet; thence S 00°30'15" W, 399.04 feet to a point of curvature of a curve, concave to the East, having a radius of 1970.00 feet; thence continue along the arc of said curve, through a central angle of 15°27'48", 531.68 feet to a point of tangency; thence S 14°57'33" E, 750.00 feet to a point of curvature of a curve, concave to the West, having a radius of 1850.00 feet; thence continue along the arc of said curve, through a central angle of 12°10'13", 392.96 feet; thence, departing said curve radially, N 87°12'39" E, 481.73 feet to an established environmental line; thence continue along said environmental line, S 29°04'35" E, 52.49 feet; thence S 40°01'55" E, 175.35 feet; thence S 41°09'27" E, 342.03 feet; thence S 14°04'36" E, 101.32 feet; thence S 24°20'54" E, 146.12 feet; thence S 29°20'14" W, 76.11 feet; thence S 11°17'41" W, 200.00 feet; thence S 18°05'36" W, 220.60 feet; thence S 03°48'35" W, 183.80 feet; thence S 11°48'17" E, 242.85 feet; thence S 13°26'35" W, 113.33 feet; thence S 17°17'55" W, 75.32 feet; thence S 38°43'57" W, 189.00 feet; thence S 50°01'14" W, 80.28 feet; thence S 32°17'28" W, 153.41 feet; thence S 20°47'38" W, 103.87 feet; thence S 18°18'46" E, 31.02 feet; thence, departing said environmental line, S 15°11'07" W, 504.61 feet; thence S 42°00'28" E, 761.54 feet to a point of curvature of a curve, concave to the Southwest, having a radius of 1020.00 feet; thence along the arc of said curve, through a central angle of 20°28'18", 364.44 feet; thence departing said curve non-radially, N 89°21'37" W, 2325.66 feet to a point on the East line of Section 2, Township 24 South, Range 30 East; thence N 00°28'33" E, 1331.07 feet to the Northeast corner of said Section 2; thence N 89°19'23" W, along the North line of said Section 2, 51.33 feet to the point of beginning.

AND

A portion of Section 1, Township 24 South, Range 30 East, and Section 6, Township 24 South, Range 31 East, and Section 36, Township 23 South, Range 30 East, and Section 31, Township 23 South, Range 31 East, more particularly described as follows:

Begin at the SE corner of the North ½, of the NE ¼, of Section 1, Township 24 South, Range 30 East; thence N 89°20'34" W along the south line of said North 1/2, 2,499.66'; thence N 89°21'37" W along the south line of the North ½, of the NW ¼ of said Section 1, 322.81' to a point on the arc of a curve concave to the southwest; thence along the arc of said curve, having a radius of 1,020.00',

DATE: JULY 21, 2006
PARCEL NO. 907-101
PROJECT No. 907
JOB No. 28722
SHEET 3 OF 5 SHEETS

JONES, WOOD & GENTRY, INC. (LBI)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL
OF LAND WAS BASED ON THE RIGHT-OF-
WAY MAP FOR STATE ROAD 528
NARCOOSSEE ROAD INTERCHANGE,
PROJECT NO. 907, AS CHECKED AND
DATED

a delta of 20°28'18", a chord bearing of N 31°46'19" W, an arc distance of 364.44' to a point of tangency; thence N 42°00'28" W, 761.54'; thence N 15°11'07" E, 504.61'; thence N 18°18'46" W, 31.02'; thence N 20°47'38" E, 103.87'; thence N 32°17'28" E, 153.41'; thence N 50°01'14" E, 80.28'; thence N 38°43'57" E, 189.00'; thence N 17°17'55" E, 75.32'; thence N 13°26'35" E, 113.33'; thence N 11°48'17" W, 242.85'; thence N 03°48'35" E, 183.80'; thence N 18° 05'36" E, 220.60'; thence N 11°17'41" E, 200.00'; thence N 29°20'14" E, 76.11'; thence N 24°20'54" W, 146.12'; thence N 14°04'36" W, 101.32'; thence N 41°09'27" W, 342.03'; thence N 40°01'55" W, 175.35'; thence N 29°04'35" W, 52.49'; thence S 87°12'39" W, 481.73' to a point on the arc of a curve concave to the west; thence along said curve having a radius of 1,850.00'; a delta of 12°10'13", a chord bearing of N 08°31'22" W, an arc distance of 392.96' to a point of tangency; thence N 14°57'33" W, 750.00' to a point of curvature of a curve concave to the east; thence along said curve having a radius of 1,970.00', a delta of 15°27'48", an arc distance of 531.68' to a point of tangency; thence N 00°30'15" E, 399.04' to point on the southerly right-of-way line of State Road No. 528; thence along said southerly line S 89°16'02" E, 1,872.82'; thence S 79°06'58" E, 1,180.38'; thence S 29°31'30" E, 250.00'; thence S 79°06'58" E, 237.48' to a point on the westerly right-of-way line of State Road No. 15; thence along said line S 29°31'30" E, 3,181.92' to a point of curvature of a curve concave to the southwest; thence along said curve having a radius of 2,831.93', a delta of 27°51'14", an arc distance of 1,376.72' to a point of tangency; thence S 01°40'16" E, 1,031.76' to a point on the south line of the North ½ of the NE ¼, of Section 6, Township 24 South, Range 31 East; thence along said line N 89°13'20" W, 1,160.75' to the Point of Beginning."

(The above described parcels of land being described and recorded in Official Records Book 4691, Page 4073, and Official Records Book 4771, Page 2029 of the Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

From a 6"x 6" concrete monument with a ¼" diameter iron pipe (no identification) at the Southeast corner of the Northeast ¼ of Section 36, Township 23 South, Range 30 East, Orange County, Florida as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with Orlando-Orange County Expressway Authority, Orlando, Florida, run North 89 degrees 51 minutes 38 seconds West, 366.09 feet along the South boundary of said Northeast ¼ of Section 36 to a point on the existing Westerly right of way line of Narcoossee Road as described and recorded in the Greater Orlando Aviation Authority Right of Way and Utility Service Agreement Item Number 6, Documentary Number 2922, Dated January 21, 1998, on file with the City of Orlando, said existing Westerly right of way line being parallel with and 65.00 feet Westerly of, when measured at right angles to, the centerline of survey of Narcoossee Road as shown on the aforesaid Orlando-Orange County Expressway Authority Right of Way Map; thence North 30 degrees 08 minutes 10 seconds West, 1068.34 feet along said existing Westerly right of way line parallel with said centerline of survey of Narcoossee Road to a point; thence North 59 degrees 51 minutes 50 seconds East, 32.00 feet along said existing Westerly right of way line to a point being 33.00 feet Westerly of, when measured at right angles to

DATE: JULY 21, 2006
 PARCEL NO. 907-101
 PROJECT No. 907
 JOB NO. 28722
 SHEET 4 OF 5 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
 3841 EAST COLONIAL DRIVE
 ORLANDO, FLORIDA 32803
 PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

said centerline of survey of Narcoossee Road, said point also being the Southeast corner of that certain parcel of land being described and recorded in Official Records Book 3874, Page 4528, Public Records of Orange County, Florida, said point also being on the existing Westerly right of way line of Narcoossee Road as described and recorded in Deed Book 347, Page 185, Public Records of Orange County, Florida and as shown on Road Plat Book 1, Page 45 of said Public Records; thence North 30 degrees 08 minutes 10 seconds West, 250.00 feet along said existing Westerly right of way line to a point on the existing Southerly limited access right of way line of State Road 528 as shown on the aforesaid Right of Way Map, said limited access right of way line also being the Southerly boundary of that certain parcel of land being described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida; thence North 79 degrees 43 minutes 43 seconds West, 1253.33 feet along said existing Southerly limited access right of way line and the Southerly boundary of said parcel of land for the POINT OF BEGINNING; thence continue North 79 degrees 43 minutes 43 seconds West, 164.00 feet along said existing Southerly limited access right of way line and said Southerly boundary to a point being 150.00 feet Southerly of, when measured at right angles to the centerline of survey of State Road 528 as shown on the aforesaid Right of Way Map; thence North 89 degrees 53 minutes 38 seconds West, 229.50 feet along said existing Southerly limited access right of way line and said Southerly boundary parallel with said centerline of survey of State Road 528 to a point; thence South 85 degrees 39 minutes 34 seconds East, 392.00 feet to the Point of Beginning.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 528 AND NARCOOSSEE ROAD RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

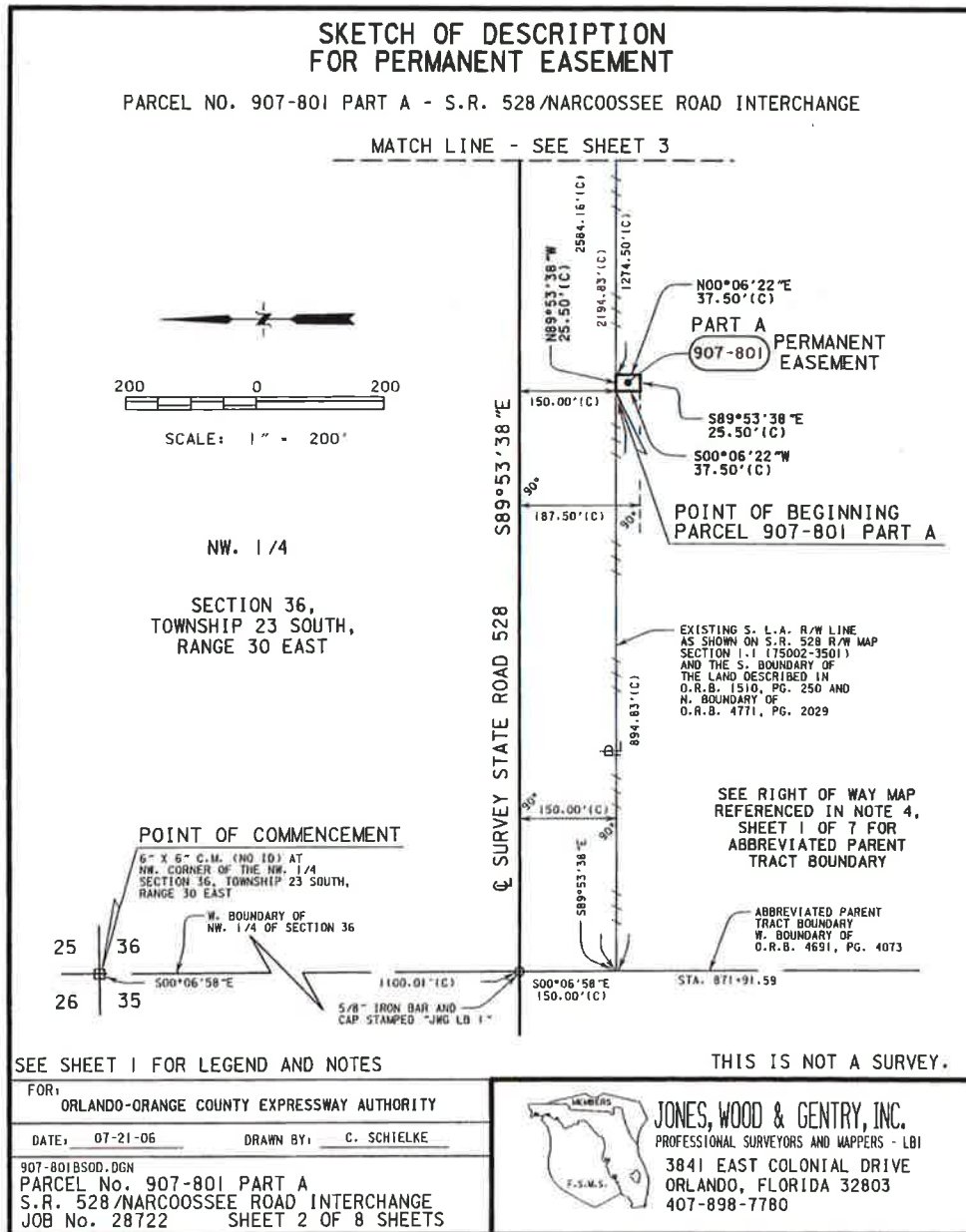
CONTAINING: 3321 Square feet, more or less.

DATE: JULY 21, 2006
PARCEL NO. 907-101
PROJECT NO. 907
JOB NO. 28722
SHEET 5 OF 5 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

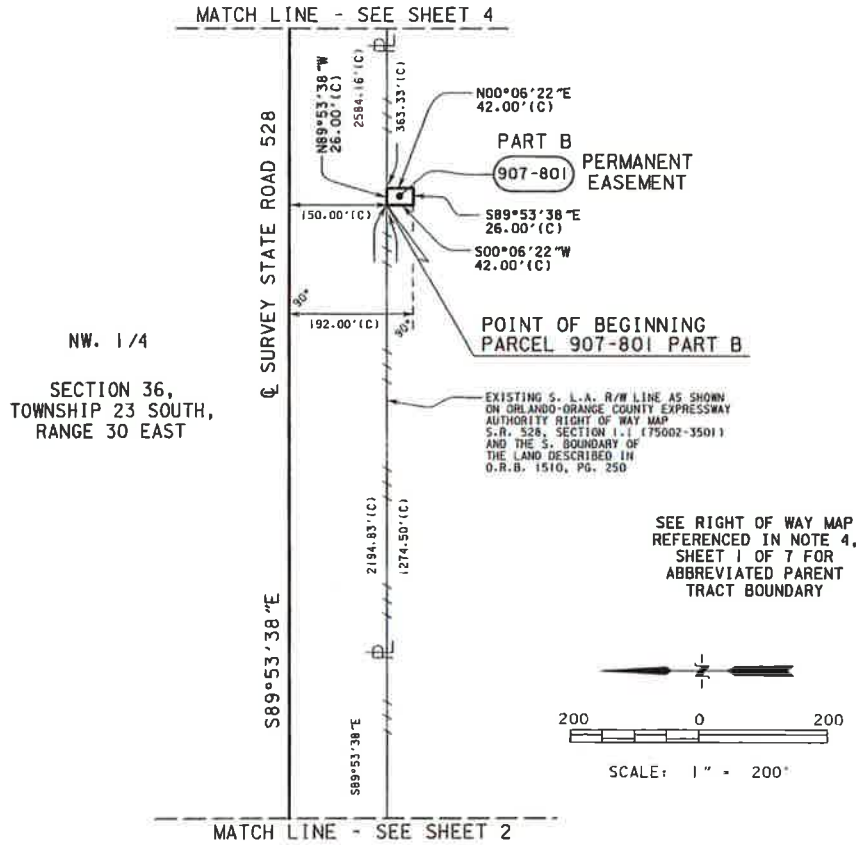
NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

EXHIBIT "B"
(the "Easement Parcels")



**SKETCH OF DESCRIPTION
FOR PERMANENT EASEMENT**

PARCEL NO. 907-801 PART B - S.R. 528/NARCOOSSEE ROAD INTERCHANGE



SEE SHEET 1 FOR LEGEND AND NOTES

THIS IS NOT A SURVEY.

FOR:
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

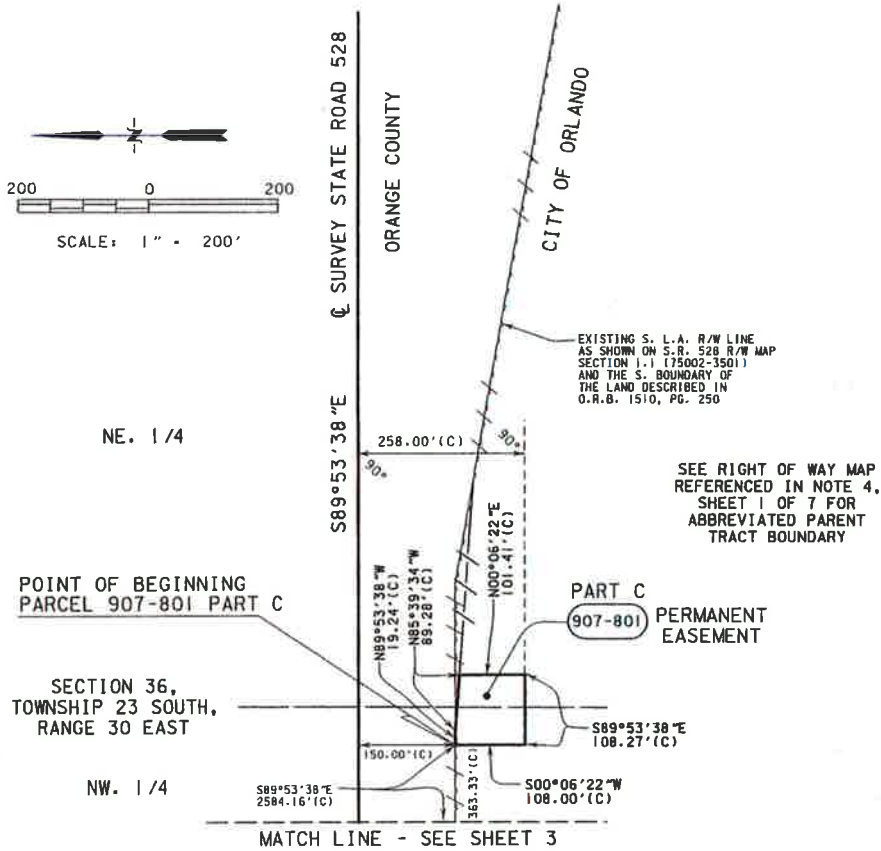
DATE: 07-21-06 DRAWN BY: C. SCHIELKE

907-801.CSOD.DGN
PARCEL No. 907-801 PART B
S.R. 528/NARCOOSSEE ROAD INTERCHANGE
JOB No. 28722 SHEET 3 OF 8 SHEETS

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LBI
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA, 32803
407-898-7780

SKETCH OF DESCRIPTION FOR PERMANENT EASEMENT

PARCEL NO. 907-801 PART C - S.R. 528/NARCOOSSEE ROAD INTERCHANGE



SEE SHEET 1 FOR LEGEND AND NOTES

THIS IS NOT A SURVEY.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: 07-21-06 DRAWN BY: C. SCHIELKE

907-801SD0.DGN
PARCEL No. 907-801 PART C
S.R. 528/NARCOOSSEE ROAD INTERCHANGE
JOB No. 28722 SHEET 4 OF 8 SHEETS



JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LBI
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA, 32803
407-898-7780

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 528 – NARCOOSSEE ROAD INTERCHANGE
PROJECT NUMBER 907

PARCEL NO. 907-801 PARTS A, B & C

PERMANENT EASEMENT

THAT PART OF:

“Begin at the Southwest corner of Section 36, Township 23 South, Range 30 East; thence N 00°28'37" E, along the West line of said Section 36, 2826.90 feet to the West ¼ corner; thence, continuing along the West line of said Section 36, N 00°30'15" E, 1402.25 feet; thence S 89°16'02" E, 960.01 feet; thence S 00°30'15" W, 399.04 feet to a point of curvature of a curve, concave to the East, having a radius of 1970.00 feet; thence continue along the arc of said curve, through a central angle of 15°27'48", 531.68 feet to a point of tangency; thence S 14°57'33" E, 750.00 feet to a point of curvature of a curve, concave to the West, having a radius of 1850.00 feet; thence continue along the arc of said curve, through a central angle of 12°10'13", 392.96 feet; thence, departing said curve radially, N 87°12'39" E, 481.73 feet to an established environmental line; thence continue along said environmental line, S 29°04'35" E, 52.49 feet; thence S 40°01'55" E, 175.35 feet; thence S 41°09'27" E, 342.03 feet; thence S 14°04'36" E, 101.32 feet; thence S 24°20'54" E, 146.12 feet; thence S 29°20'14" W, 76.11 feet; thence S 11°17'41" W, 200.00 feet; thence S 18°05'36" W, 220.60 feet; thence S 03°48'35" W, 183.80 feet; thence S 11°48'17" E, 242.85 feet; thence S 13°26'35" W, 113.33 feet; thence S 17°17'55" W, 75.32 feet; thence S 38°43'57" W, 189.00 feet; thence S 50°01'14" W, 80.28 feet; thence S 32°17'28" W, 153.41 feet; thence S 20°47'38" W, 103.87 feet; thence S 18°18'46" E, 31.02 feet; thence, departing said environmental line, S 15°11'07" W, 504.61 feet; thence S 42°00'28" E, 761.54 feet to a point of curvature of a curve, concave to the Southwest, having a radius of 1020.00 feet; thence along the arc of said curve, through a central angle of 20°28'18", 364.44 feet; thence departing said curve non-radially, N 89°21'37" W, 2325.66 feet to a point on the East line of Section 2, Township 24 South, Range 30 East; thence N 00°28'33" E, 1331.07 feet to the Northeast corner of said Section 2; thence N 89°19'23" W, along the North line of said Section 2, 51.33 feet to the point of beginning.

AND

A portion of Section 1, Township 24 South, Range 30 East, and Section 6, Township 24 South, Range 31 East, and Section 36, Township 23 South, Range 30 East, and Section 31, Township 23 South, Range 31 East, more particularly described as follows:

Begin at the SE corner of the North ½, of the NE ¼, of Section 1, Township 24 South, Range 30

DATE: JULY 21, 2006
PARCEL NO. 907-801
PART A, PART B & PART C
PROJECT No. 907
JOB No. 28722
SHEET 5 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

East; thence N 89°20'34" W along the south line of said North 1/2, 2,499.66'; thence N 89°21'37" W along the south line of the North 1/2, of the NW 1/4 of said Section 1, 322.81' to a point on the arc of a curve concave to the southwest; thence along the arc of said curve, having a radius of 1,020.00', a delta of 20°28'18", a chord bearing of N 31°46'19" W, an arc distance of 364.44' to a point of tangency; thence N 42°00'28" W, 761.54'; thence N 15°11'07" E, 504.61'; thence N 18°18'46" W, 31.02'; thence N 20°47'38" E, 103.87'; thence N 32°17'28" E, 153.41'; thence N 50°01'14" E, 80.28'; thence N 38°43'57" E, 189.00'; thence N 17°17'55" E, 75.32'; thence N 13°26'35" E, 113.33'; thence N 11°48'17" W, 242.85'; thence N 03°48'35" E, 183.80'; thence N 18° 05'36" E, 220.60'; thence N 11°17'41" E, 200.00'; thence N 29°20'14" E, 76.11'; thence N 24°20'54" W, 146.12'; thence N 14°04'36" W, 101.32'; thence N 41°09'27" W, 342.03'; thence N 40°01'55" W, 175.35'; thence N 29°04'35" W, 52.49'; thence S 87°12'39" W, 481.73' to a point on the arc of a curve concave to the west; thence along said curve having a radius of 1,850.00', a delta of 12°10'13", a chord bearing of N 08°31'22" W, an arc distance of 392.96' to a point of tangency; thence N 14°57'33" W, 750.00' to a point of curvature of a curve concave to the east; thence along said curve having a radius of 1,970.00', a delta of 15°27'48", an arc distance of 531.68' to a point of tangency; thence N 00°30'15" E, 399.04' to point on the southerly right-of-way line of State Road No. 528; thence along said southerly line S 89°16'02" E, 1,872.82'; thence S 79°06'58" E, 1,180.38'; thence S 29°31'30" E, 250.00'; thence S 79°06'58" E, 237.48' to a point on the westerly right-of-way line of State Road No. 15; thence along said line S 29°31'30" E, 3,181.92' to a point of curvature of a curve concave to the southwest; thence along said curve having a radius of 2,831.93', a delta of 27°51'14", an arc distance of 1,376.72' to a point of tangency; thence S 01°40'16" E, 1,031.76' to a point on the south line of the North 1/2 of the NE 1/4, of Section 6, Township 24 South, Range 31 East; thence along said line N 89°13'20" W, 1,160.75' to the Point of Beginning."

(The above described parcels of land being described and recorded in Official Records Book 4691, Page 4073, and Official Records Book 4771, Page 2029 of the Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

PART A

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest 1/4 of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest 1/4 of Section 36, to a 5/8 inch diameter iron bar and

DATE: JULY 21, 2006
 PARCEL NO. 907-801
 PART A, PART B & PART C
 PROJECT NO. 907
 JOB NO. 28722
 SHEET 6 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
 3841 EAST COLONIAL DRIVE
 ORLANDO, FLORIDA 32803
 PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

cap stamped "JWG LB 1", being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest ¼ of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 894.83 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 37.50 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 25.50 feet parallel with and 187.50 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 37.50 feet perpendicular to said centerline of survey to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 25.50 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 956 Square feet, more or less)

AND

PART B

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest ¼ of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest ¼ of Section 36, to a 5/8 inch diameter iron bar and cap stamped "JWG LB 1", being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest ¼ of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 2194.83 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 42.00 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 26.00 feet

DATE: JULY 21, 2006
PARCEL NO. 907-801
PART A, PART B & PART C
PROJECT NO. 907
JOB NO. 28722
SHEET 7 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LBI)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL
OF LAND WAS BASED ON THE RIGHT-OF-
WAY MAP FOR STATE ROAD 528
NARCOOSSEE ROAD INTERCHANGE,
PROJECT NO. 907, AS CHECKED AND
DATED

parallel with and 192.00 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 42.00 feet perpendicular to said centerline of survey to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 26.00 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 1092 Square feet, more or less)

AND

PART C

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest ¼ of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest ¼ of Section 36, to a 5/8 inch diameter iron bar and cap stamped “JWG LB 1”, being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest ¼ of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 2584.16 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 108.00 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 108.27 feet parallel with and 258.00 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 101.41 feet perpendicular to said centerline of survey to a point; thence North 85 degrees 39 minutes 34 seconds West, 89.28 feet to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 19.24 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 11400 Square feet, more or less)

CONTAINING IN AGGREGATE: 13448 Square feet, more or less.

DATE: JULY 21, 2006
PARCEL NO. 907-801
PART A, PART B & PART C
PROJECT NO. 907
JOB NO. 28722
SHEET 8 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

EXHIBIT "C"
("Form of Deed Parcel 907-101")

Prepared By and Return To:
Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10) and 12B-4.054(24) F.A.C. and Florida Statute 201.02(6).)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed effective as of the _____ day of _____, 2018, by **THE CITY OF ORLANDO**, a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801 ("City"), and the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body existing under and by virtue of the State of Florida, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA") (hereinafter collectively referred to as "**Grantors**") to the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and agency of the State of Florida, ("CFX") with a principal address of 4974 ORL Tower Road, Orlando, Florida 32807 (hereinafter referred to as "**Grantee**");

WITNESSETH:

THAT GRANTORS, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee all Grantors' interest in that certain parcel of land situated in the City of Orlando, Orange County, Florida, more particularly described in **Exhibit "A,"** attached hereto and made a part hereof (hereinafter referred to as the "**Parcel 907-101 Property**"), together with all rights of ingress, egress, light, air and view to, from and across any State Road 528 road right-of-way which may otherwise accrue to any property adjoining said right-of-way.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging to or anywise appertaining, and all the estate, right, title, interest, claim.

AND the Grantors do hereby covenant with said Grantee that Grantors are lawfully seized of said land in fee simple; that Grantors have good right and lawful authority to sell and convey said land; that Grantors hereby fully warrant the title to said

land, and will defend the same against lawful claims of all persons whomsoever claiming by or through Grantors.

SUBJECT TO taxes for the current year and subsequent years and the covenants, conditions and restrictions which are set forth below:

a) Grantors reserve unto themselves, their successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Orlando International Airport.

b) Grantors and Grantee expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with the FAA Regulations, Part 77.

c) Grantors and Grantee expressly agree for themselves, their successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Orlando International Airport or interfere with the air navigation and or communication facilities serving Orlando International Airport, or otherwise constitute an airport hazard.

d) Grantors and Grantee expressly agree for themselves, their successors and assigns, to reserve necessary interests or rights to ensure that the hereinafter described real property will only be used for purposes that are compatible with noise levels generated by aircraft using the Orlando International Airport.

e) Grantors, Grantee, and their successors and assigns shall not permit/afford access from the subject property onto Orlando International Airport property for aeronautical purposes.

f) Grantors shall insure that if the property is used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the property to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6A, paragraph 7-9.c.

Notice of Grantors' Release

The following provision is added as a condition of conveyance for the Parcel 907-101 Property:

a) Grantors acknowledge and agree that upon conveyance of the Right of Way Property to the Grantee, that the Parcel 907-101 Property shall be and is released from the provisions, covenants and other matters set forth in that certain Amended and Restated Operation and Use Agreement between the City of Orlando and Greater Aviation Authority filed August 31, 2015, and that certain Memorandum of Operation and Use Agreement filed March 23, 2016 in Official Records as Clerk's Document No. 20160146368, Public Records of Orange County, Florida, and any and all amendments thereto.

b) By execution of this instrument, Grantors, jointly and severally, acknowledge and agree that full compensation has been paid for the Parcel 907-101 Property and Grantors each hereby waive and release Grantee from any claim for loss of access or severance damages to any remaining property owned or occupied by City or GOAA and located on the Orlando International Airport site, that results from the Grantee's acquisition of the Parcel 907-101 Property, and the construction of the State Road 528 project.

[THIS SPACE LEFT BLANK INTENTIONALLY]

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOWING]

IN WITNESS WHEREOF, City has executed this Special Warranty Deed on the date first above written.

WITNESSES:

**"CITY"
CITY OF ORLANDO, FLORIDA**

By: _____

Print Name: _____

Print Name: _____

Mayor

Date: _____

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF ORLANDO, ONLY, THIS _____
DAY OF _____, 2018.

By: _____

City Attorney

**STATE OF FLORIDA
COUNTY OF ORANGE**

ACKNOWLEDGMENT

Personally Appeared before me this ____ day of _____, 2018, the undersigned authority, _____, well known to me and known by me to be the Mayor of the City of Orlando, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and that they were duly authorized to do so.

Notary Seal

Notary Public

Print Name: _____

My commission expires: _____

[SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWING]

IN WITNESS WHEREOF, GOAA has executed this Special Warranty Deed on the date first above written.

**"GOAA"
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

By: _____
Dayci S. Burnette-Snyder,
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: _____, 2018.

APPROVED AS TO FORM AND LEGALITY
THIS _____ DAY OF _____, 2018.
For the use and reliance of the Greater
Orlando Aviation Authority, only.
Marchena and Graham, P.A., General
Counsel

By: _____
Marchena and Graham, P.A.

**STATE OF FLORIDA
COUNTY OF ORANGE**

ACKNOWLEDGMENT

Personally Appeared before me this ____ day of _____, 2018, the undersigned authority, Phillip N. Brown, A.A.E., well known to me and known by me to be the Chief Executive Officer of the Greater Orlando Aviation Authority, and acknowledged before me that he executed the foregoing instrument on behalf of the Greater Orlando Aviation Authority as its true act and deed, and that he was duly authorized to do so.

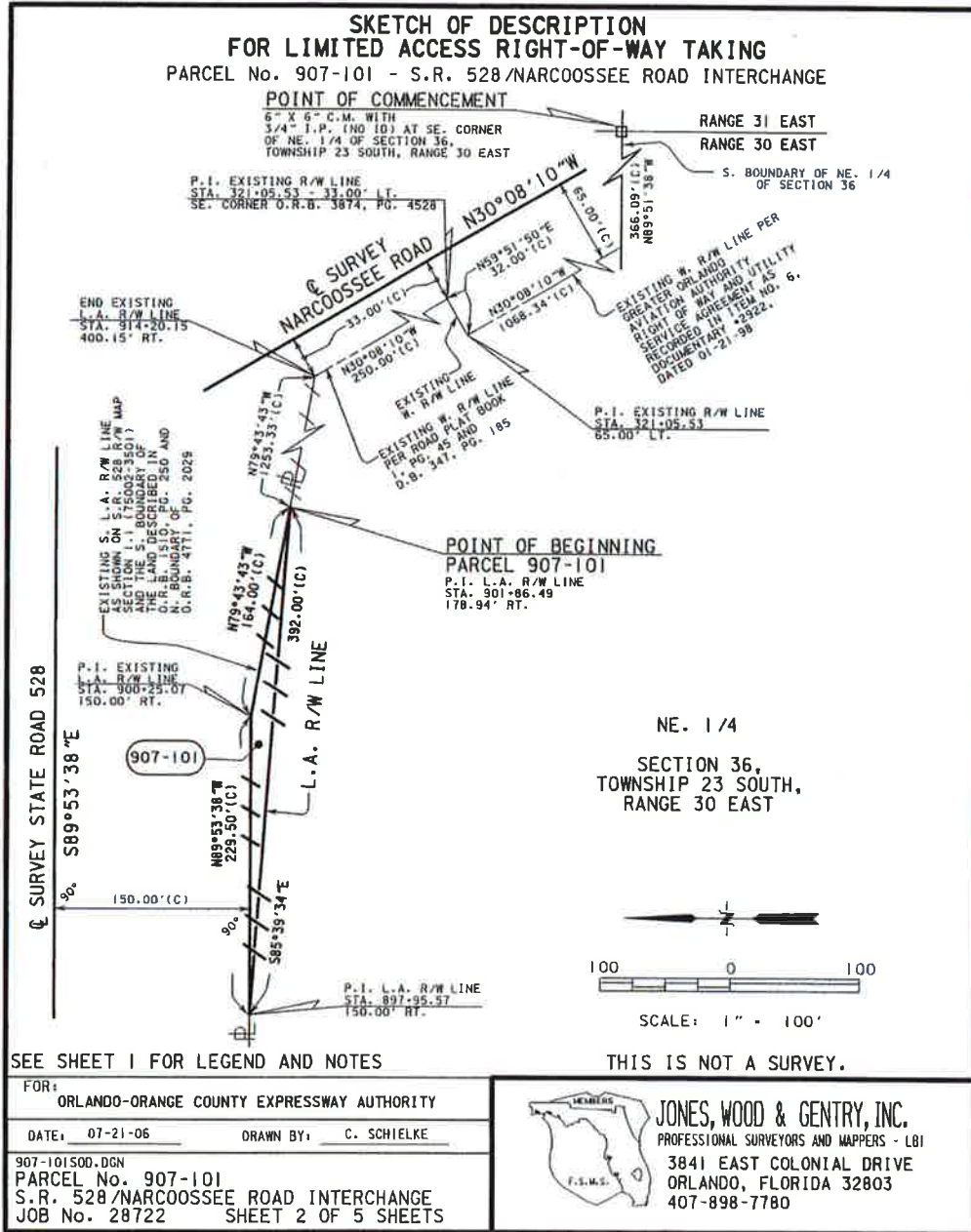
Notary Seal

Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT "A"
Legal Description of the Parcel 907-101 Property



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 528 - NARCOOSSEE ROAD INTERCHANGE
PROJECT NUMBER 907

PARCEL NO. 907-101

LIMITED ACCESS RIGHT OF WAY

THAT PART OF:

"Begin at the Southwest corner of Section 36, Township 23 South, Range 30 East; thence N 00°28'37" E, along the West line of said Section 36, 2826.90 feet to the West ¼ corner; thence, continuing along the West line of said Section 36, N 00°30'15" E, 1402.25 feet; thence S 89°16'02" E, 960.01 feet; thence S 00°30'15" W, 399.04 feet to a point of curvature of a curve, concave to the East, having a radius of 1970.00 feet; thence continue along the arc of said curve, through a central angle of 15°27'48", 531.68 feet to a point of tangency; thence S 14°57'33" E, 750.00 feet to a point of curvature of a curve, concave to the West, having a radius of 1850.00 feet; thence continue along the arc of said curve, through a central angle of 12°10'13", 392.96 feet; thence, departing said curve radially, N 87°12'39" E, 481.73 feet to an established environmental line; thence continue along said environmental line, S 29°04'35" E, 52.49 feet; thence S 40°01'55" E, 175.35 feet; thence S 41°09'27" E, 342.03 feet; thence S 14°04'36" E, 101.32 feet; thence S 24°20'54" E, 146.12 feet; thence S 29°20'14" W, 76.11 feet; thence S 11°17'41" W, 200.00 feet; thence S 18°05'36" W, 220.60 feet; thence S 03°48'35" W, 183.80 feet; thence S 11°48'17" E, 242.85 feet; thence S 13°26'35" W, 113.33 feet; thence S 17°17'55" W, 75.32 feet; thence S 38°43'57" W, 189.00 feet; thence S 50°01'14" W, 80.28 feet; thence S 32°17'28" W, 153.41 feet; thence S 20°47'38" W, 103.87 feet; thence S 18°18'46" E, 31.02 feet; thence, departing said environmental line, S 15°11'07" W, 504.61 feet; thence S 42°00'28" E, 761.54 feet to a point of curvature of a curve, concave to the Southwest, having a radius of 1020.00 feet; thence along the arc of said curve, through a central angle of 20°28'18", 364.44 feet; thence departing said curve non-radially, N 89°21'37" W, 2325.66 feet to a point on the East line of Section 2, Township 24 South, Range 30 East; thence N 00°28'33" E, 1331.07 feet to the Northeast corner of said Section 2; thence N 89°19'23" W, along the North line of said Section 2, 51.33 feet to the point of beginning.

AND

A portion of Section 1, Township 24 South, Range 30 East, and Section 6, Township 24 South, Range 31 East, and Section 36, Township 23 South, Range 30 East, and Section 31, Township 23 South, Range 31 East, more particularly described as follows:

Begin at the SE corner of the North ½, of the NE ¼, of Section 1, Township 24 South, Range 30 East; thence N 89°20'34" W along the south line of said North 1/2, 2,499.66'; thence N 89°21'37" W along the south line of the North ½, of the NW ¼ of said Section 1, 322.81' to a point on the arc of a curve concave to the southwest; thence along the arc of said curve, having a radius of 1,020.00',

DATE: JULY 21, 2006
PARCEL NO. 907-101
PROJECT NO. 907
JOB NO. 28722
SHEET 3 OF 5 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

a delta of 20°28'18", a chord bearing of N 31°46'19" W, an arc distance of 364.44' to a point of tangency; thence N 42°00'28" W, 761.54'; thence N 15°11'07" E, 504.61'; thence N 18°18'46" W, 31.02'; thence N 20°47'38" E, 103.87'; thence N 32°17'28" E, 153.41'; thence N 50°01'14" E, 80.28'; thence N 38°43'57" E, 189.00'; thence N 17°17'55" E, 75.32'; thence N 13°26'35" E, 113.33'; thence N 11°48'17" W, 242.85'; thence N 03°48'35" E, 183.80'; thence N 18° 05'36" E, 220.60'; thence N 11°17'41" E, 200.00'; thence N 29°20'14" E, 76.11'; thence N 24°20'54" W, 146.12'; thence N 14°04'36" W, 101.32'; thence N 41°09'27" W, 342.03'; thence N 40°01'55" W, 175.35'; thence N 29°04'35" W, 52.49'; thence S 87°12'39" W, 481.73' to a point on the arc of a curve concave to the west; thence along said curve having a radius of 1,850.00'; a delta of 12°10'13", a chord bearing of N 08°31'22" W, an arc distance of 392.96' to a point of tangency; thence N 14°57'33" W, 750.00' to a point of curvature of a curve concave to the east; thence along said curve having a radius of 1,970.00', a delta of 15°27'48", an arc distance of 531.68' to a point of tangency; thence N 00°30'15" E, 399.04' to point on the southerly right-of-way line of State Road No. 528; thence along said southerly line S 89°16'02" E, 1,872.82'; thence S 79°06'58" E, 1,180.38'; thence S 29°31'30" E, 250.00'; thence S 79°06'58" E, 237.48' to a point on the westerly right-of-way line of State Road No. 15; thence along said line S 29°31'30" E, 3,181.92' to a point of curvature of a curve concave to the southwest; thence along said curve having a radius of 2,831.93', a delta of 27°51'14", an arc distance of 1,376.72' to a point of tangency; thence S 01°40'16" E, 1,031.76' to a point on the south line of the North ½ of the NE ¼, of Section 6, Township 24 South, Range 31 East; thence along said line N 89°13'20" W, 1,160.75' to the Point of Beginning."

(The above described parcels of land being described and recorded in Official Records Book 4691, Page 4073, and Official Records Book 4771, Page 2029 of the Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

From a 6"x 6" concrete monument with a ¼" diameter iron pipe (no identification) at the Southeast corner of the Northeast ¼ of Section 36, Township 23 South, Range 30 East, Orange County, Florida as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with Orlando-Orange County Expressway Authority, Orlando, Florida, run North 89 degrees 51 minutes 38 seconds West, 366.09 feet along the South boundary of said Northeast ¼ of Section 36 to a point on the existing Westerly right of way line of Narcoossee Road as described and recorded in the Greater Orlando Aviation Authority Right of Way and Utility Service Agreement Item Number 6, Documentary Number 2922, Dated January 21, 1998, on file with the City of Orlando, said existing Westerly right of way line being parallel with and 65.00 feet Westerly of, when measured at right angles to, the centerline of survey of Narcoossee Road as shown on the aforesaid Orlando-Orange County Expressway Authority Right of Way Map; thence North 30 degrees 08 minutes 10 seconds West, 1068.34 feet along said existing Westerly right of way line parallel with said centerline of survey of Narcoossee Road to a point; thence North 59 degrees 51 minutes 50 seconds East, 32.00 feet along said existing Westerly right of way line to a point being 33.00 feet Westerly of, when measured at right angles to

DATE: JULY 21, 2006
 PARCEL NO. 907- 101
 PROJECT No. 907
 JOB NO. 28722
 SHEET 4 OF 5 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
 3841 EAST COLONIAL DRIVE
 ORLANDO, FLORIDA 32803
 PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

said centerline of survey of Narcoossee Road, said point also being the Southeast corner of that certain parcel of land being described and recorded in Official Records Book 3874, Page 4528, Public Records of Orange County, Florida, said point also being on the existing Westerly right of way line of Narcoossee Road as described and recorded in Deed Book 347, Page 185, Public Records of Orange County, Florida and as shown on Road Plat Book 1, Page 45 of said Public Records; thence North 30 degrees 08 minutes 10 seconds West, 250.00 feet along said existing Westerly right of way line to a point on the existing Southerly limited access right of way line of State Road 528 as shown on the aforesaid Right of Way Map, said limited access right of way line also being the Southerly boundary of that certain parcel of land being described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida; thence North 79 degrees 43 minutes 43 seconds West, 1253.33 feet along said existing Southerly limited access right of way line and the Southerly boundary of said parcel of land for the POINT OF BEGINNING; thence continue North 79 degrees 43 minutes 43 seconds West, 164.00 feet along said existing Southerly limited access right of way line and said Southerly boundary to a point being 150.00 feet Southerly of, when measured at right angles to the centerline of survey of State Road 528 as shown on the aforesaid Right of Way Map; thence North 89 degrees 53 minutes 38 seconds West, 229.50 feet along said existing Southerly limited access right of way line and said Southerly boundary parallel with said centerline of survey of State Road 528 to a point; thence South 85 degrees 39 minutes 34 seconds East, 392.00 feet to the Point of Beginning.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 528 AND NARCOOSSEE ROAD RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING: 3321 Square feet, more or less.

DATE: JULY 21, 2006
PARCEL NO. 907- 101
PROJECT No. 907
JOB No. 28722
SHEET 5 OF 5 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

EXHIBIT "D"
(the "Drainage Easement")

Prepared By and Return To:
Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, FL 32814-6687

For Recording Purposes Only

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT is executed this _____ day of _____, 2018, by the **CITY OF ORLANDO**, a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801 ("Grantor"), the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body created as an agency of the City of Orlando existing under and by virtue of the laws of the State of Florida, with a principal address of One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 ("Co-Grantor"), to and in favor of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and an agency of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 ("Grantee").

WHEREAS, the Co-Grantor is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended (the "Act"), as an independent special district and agency of the Grantor; and

WHEREAS, the Grantor is fee owner of the following described property situated, lying and being in Orange County, Florida, as set forth in **Exhibit "A"** attached hereto and made a part hereof (the "Property"), which Co-Grantor occupies and operates as the Orlando International Airport, pursuant to that certain Amended and Restated Operation and Use Agreement dated August 31, 2015 (the "Operating Agreement"), and that certain Memorandum of Operation and Use Agreement filed March 23, 2016 in Official Records as Clerk's Document No. 20160146368, Public Records of Orange County, Florida; and

WHEREAS, Grantor and Co-Grantor desire to grant to Grantee certain easements for drainage appurtenant to State Road 528, all under terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable considerations and the covenants and

promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

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

2. **Grant of Easement.** Grantor and Co-Grantor hereby grant and convey to Grantee and its successors and assigns, a perpetual, non-exclusive easement for ingress, egress, access, drainage, use, construction, maintenance, repair and replacement of a drainage ditch, pipe, line and facility (the "Drainage Facilities") on, over, across, under: Parcel 801A (.02195 acres); Parcel 801B (.02507 acres); and, Parcel 801C (.26171 acres), (cumulatively .30872 acres), generally described and depicted on **Exhibit "B"** (the "Easement Property"). Grantor, Co-Grantor, or its successors in interest shall be entitled to make reasonable use of the Easement Property not inconsistent with Grantee's use; provided, any use by Grantor or Co-Grantor of the Easement Property shall require the prior written notice to Grantee, and shall not in any manner adversely affect the exercise of Grantee's rights hereunder, use or enjoyment of the Easement Property; provided, any use by Grantor or Co-Grantor of the Easement Property shall not adversely affect Grantee's use or enjoyment of the Easement Property.

3. **Grantee's Covenants.** Grantee agrees that in connection with its development and use of the Easement Property all materials furnished and work performed on the Easement Property was performed in accordance with all governmental requirements and Grantee was responsible to pay all costs for all materials and work performed on the Easement Property in connection with the construction and installation, maintenance, repair and replacement of the Drainage Facilities.

4. **Maintenance.** Grantee agrees to maintain said Drainage Facilities within the Easement Property, and to pay all costs and expenses associated with its use of the Drainage Facilities. Grantee shall have the right to clear and keep clear all trees, undergrowth and other non-vital obstructions that may interfere with the normal operation or maintenance of the Drainage Facilities, out of and away from the herein granted easement. Except in the case of emergency, Grantor shall provide Grantee written notice at least five (5) days prior to Grantor's (or Co-Grantor's) entering upon the Easement Property. In the case of an emergency, Grantor shall provide Grantee notice concurrently with Grantor's remediation activity. Upon the conclusion of any maintenance activity by Grantor within the Easement Property or under the terms of this Easement Agreement, Grantor shall repair and restore the Easement Property or adjacent property owned by Grantor (if disturbed), to its condition existing immediately prior to Grantor's activity.

5. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with

Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

Grantee: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Co-Grantor: GREATER ORLANDO AVIATION AUTHORITY
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Chief Executive Officer

Copy to: Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814
Attn: Marcos R. Marchena

Grantor: CITY OF ORLANDO
400 South Orange Avenue
Orlando, FL 32801
Attn: Chief Administrative Officer

Copy to: City Attorney
Office of Legal Affairs
400 South Orange Avenue
Orlando, Florida 32801
Attn: Roy Payne

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

6. **Modification.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further Agreement in writing duly executed by the parties hereto and recorded in the Public Records of Orange County, Florida.

7. **Successors and Assigns.** All easements contained herein shall be appurtenant to the lands herein described, and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable

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

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

9. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising thereon, each party shall bear their own fees and costs.

IN WITNESS WHEREOF, the Grantor and Co-Grantor have caused this Easement to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the date first above written.

[THIS SPACE LEFT BLANK INTENTIONALLY]

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOWING]

Signed, sealed and delivered
in the presence of:

(Print Name)

(Print Name)

“GRANTOR”
CITY OF ORLANDO, a Florida Municipal
Corporation existing under the laws of the
State of Florida.

By: _____
Title: _____
Print: _____
Date: _____, 2018

APPROVED AS TO FORM AND
LEGALITY FOR THE EXECUTION BY
A SIGNATORY OF THE CITY OF
ORLANDO.

Legal Counsel:
By: _____
Print: _____
Date: _____, 2018

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared _____, as _____, of the City of Orlando, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Orlando, and acknowledged the execution thereof to be his/her free act and deed as such officer and that he/she was duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this _____ day of _____, 2018.

Notary Public
My commission expires: _____

Signed, sealed and delivered
in the presence of:

**“CO-GRANTOR”
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

Dayci Burnette-Snyder,
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

WITNESSES:

APPROVED AS TO FORM AND
LEGALITY this ___ day of _____,
2018, for the use and reliance of the
GREATER ORLANDO AVIATION
AUTHORITY, only.

(Print Name)

Marchena and Graham, P.A., General
Counsel

(Print Name)

By: _____
Marchena and Graham, P.A

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared Phillip N. Brown, A.A.E., as Chief Executive Officer of the Greater Orlando Aviation Authority, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said Greater Orlando Aviation Authority, and acknowledged the execution thereof to be his free act and deed as such officer and that he was duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this _____ day of _____, 2018.

Notary Public
My commission expires: _____

Signed, sealed and delivered
in the presence of:

“GRANTEE”
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, an agency of the State of
Florida

ATTEST:

By: _____
_____, Executive Director

Darleen Mazzillo, Executive Secretary

Date: _____

WITNESSES:

(Printed Name)

APPROVED AS TO FORM AND
LEGALITY FOR USE AND RELIANCE
BY CENTRAL FLORIDA EXPRESSWAY
AUTHORITY ONLY.

(Printed Name)

Counsel

By: _____
Print: _____
Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, as Executive Director of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and an agency of the State of Florida, on behalf of the agency. He is personally known to me.

Notary Public

Printed name of Notary Public
My commission expires: _____

EXHIBIT "A"
("Property")

EXHIBIT A

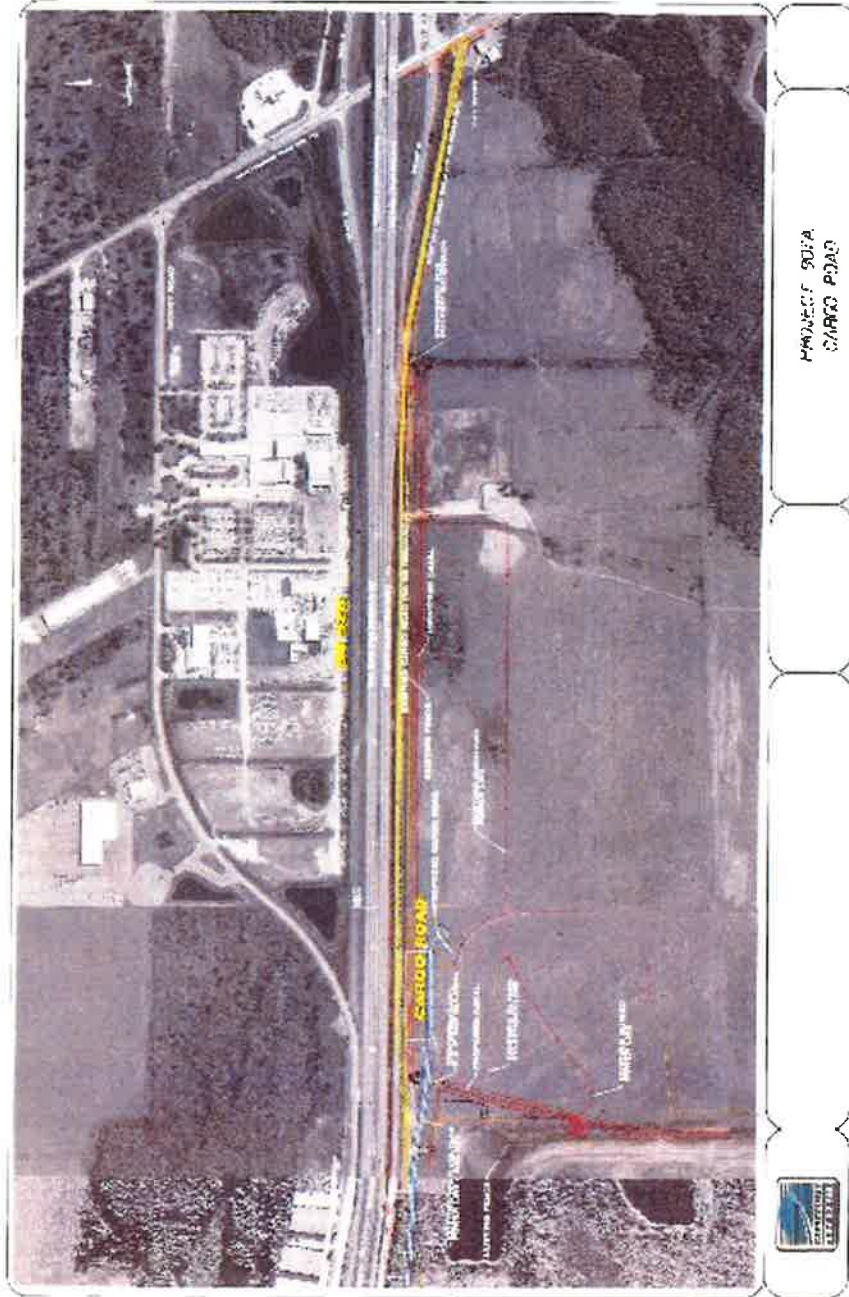
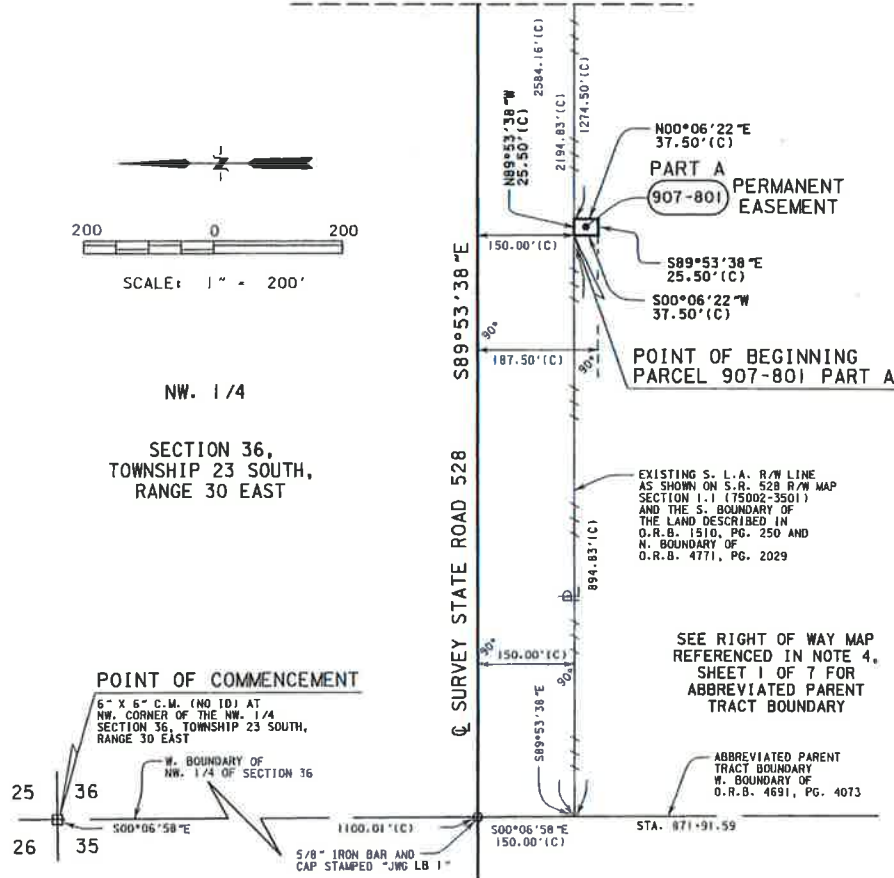
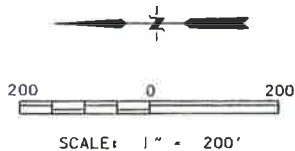


EXHIBIT "B"
("Easement Property")

**SKETCH OF DESCRIPTION
FOR PERMANENT EASEMENT**

PARCEL NO. 907-801 PART A - S.R. 528/NARCOOSSEE ROAD INTERCHANGE

MATCH LINE - SEE SHEET 3



SEE SHEET 1 FOR LEGEND AND NOTES

THIS IS NOT A SURVEY.

FOR:
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

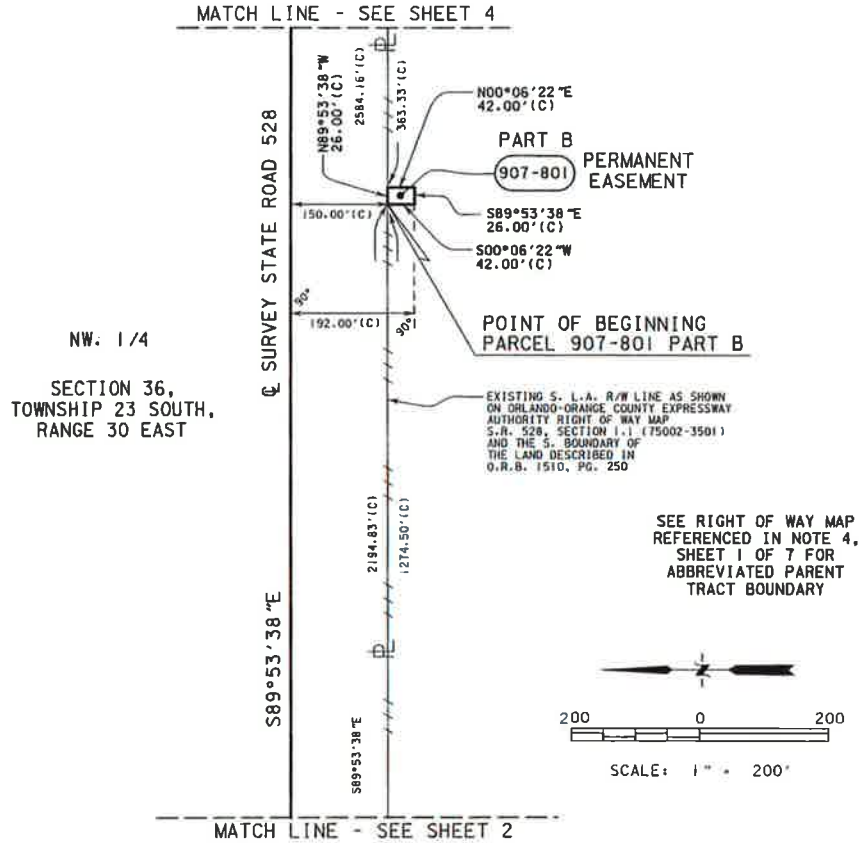
DATE: 07-21-06 DRAWN BY: C. SCHIELKE

907-801B500.DGN
PARCEL No. 907-801 PART A
S.R. 528/NARCOOSSEE ROAD INTERCHANGE
JOB No. 28722 SHEET 2 OF 8 SHEETS

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LBI
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
407-898-7780

**SKETCH OF DESCRIPTION
FOR PERMANENT EASEMENT**

PARCEL NO. 907-801 PART B - S.R. 528/NARCOOSSEE ROAD INTERCHANGE



SEE SHEET 1 FOR LEGEND AND NOTES

THIS IS NOT A SURVEY.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: 07-21-06 DRAWN BY: C. SCHIELKE

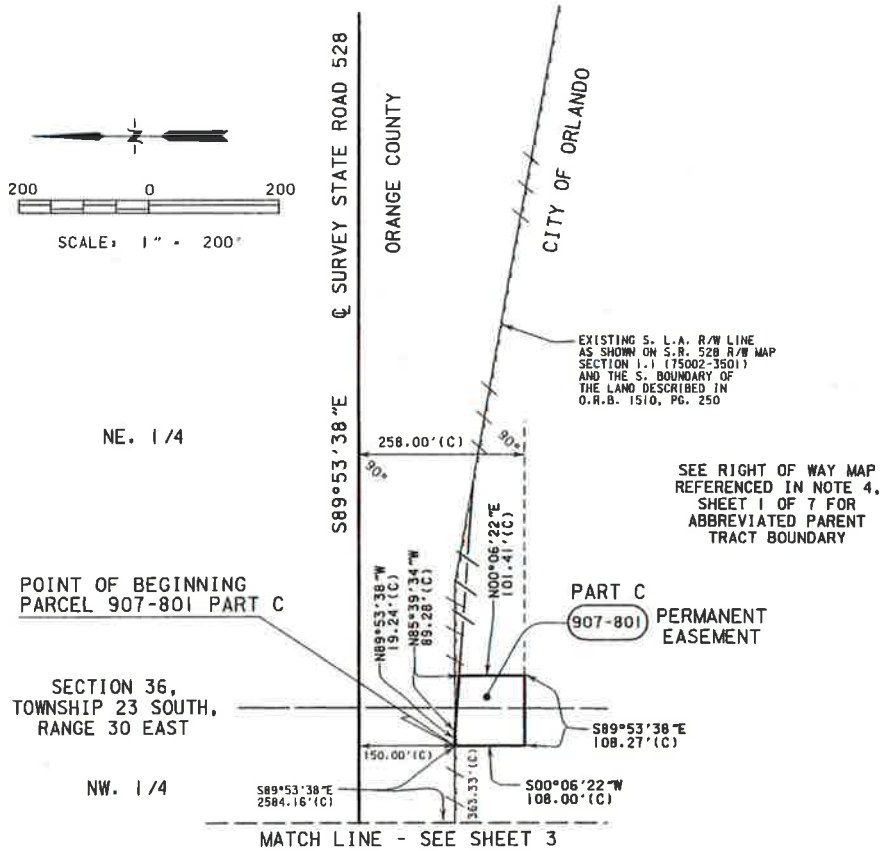
907-801CS00.DGN
PARCEL No. 907-801 PART B
S.R. 528/NARCOOSSEE ROAD INTERCHANGE
JOB No. 28722 SHEET 3 OF 8 SHEETS



JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - L.B.I.
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA, 32803
407-898-7780

SKETCH OF DESCRIPTION FOR PERMANENT EASEMENT

PARCEL NO. 907-801 PART C - S.R. 528/NARCOOSSEE ROAD INTERCHANGE



SEE SHEET 1 FOR LEGEND AND NOTES

THIS IS NOT A SURVEY.

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: 07-21-06 DRAWN BY: C. SCHIELKE

907-801DS00.DGN
PARCEL No. 907-801 PART C
S.R. 528/NARCOOSSEE ROAD INTERCHANGE
JOB No. 28722 SHEET 4 OF 8 SHEETS



JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LBI
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA, 32803
407-898-7780

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 528 – NARCOOSSEE ROAD INTERCHANGE
PROJECT NUMBER 907

PARCEL NO. 907-801 PARTS A, B & C

PERMANENT EASEMENT

THAT PART OF:

“Begin at the Southwest corner of Section 36, Township 23 South, Range 30 East; thence N 00°28'37" E, along the West line of said Section 36, 2826.90 feet to the West ¼ corner; thence, continuing along the West line of said Section 36, N 00°30'15" E, 1402.25 feet; thence S 89°16'02" E, 960.01 feet; thence S 00°30'15" W, 399.04 feet to a point of curvature of a curve, concave to the East, having a radius of 1970.00 feet; thence continue along the arc of said curve, through a central angle of 15°27'48", 531.68 feet to a point of tangency; thence S 14°57'33" E, 750.00 feet to a point of curvature of a curve, concave to the West, having a radius of 1850.00 feet; thence continue along the arc of said curve, through a central angle of 12°10'13", 392.96 feet; thence, departing said curve radially, N 87°12'39" E, 481.73 feet to an established environmental line; thence continue along said environmental line, S 29°04'35" E, 52.49 feet; thence S 40°01'55" E, 175.35 feet; thence S 41°09'27" E, 342.03 feet; thence S 14°04'36" E, 101.32 feet; thence S 24°20'54" E, 146.12 feet; thence S 29°20'14" W, 76.11 feet; thence S 11°17'41" W, 200.00 feet; thence S 18°05'36" W, 220.60 feet; thence S 03°48'35" W, 183.80 feet; thence S 11°48'17" E, 242.85 feet; thence S 13°26'35" W, 113.33 feet; thence S 17°17'55" W, 75.32 feet; thence S 38°43'57" W, 189.00 feet; thence S 50°01'14" W, 80.28 feet; thence S 32°17'28" W, 153.41 feet; thence S 20°47'38" W, 103.87 feet; thence S 18°18'46" E, 31.02 feet; thence, departing said environmental line, S 15°11'07" W, 504.61 feet; thence S 42°00'28" E, 761.54 feet to a point of curvature of a curve, concave to the Southwest, having a radius of 1020.00 feet; thence along the arc of said curve, through a central angle of 20°28'18", 364.44 feet; thence departing said curve non-radially, N 89°21'37" W, 2325.66 feet to a point on the East line of Section 2, Township 24 South, Range 30 East; thence N 00°28'33" E, 1331.07 feet to the Northeast corner of said Section 2; thence N 89°19'23" W, along the North line of said Section 2, 51.33 feet to the point of beginning.

AND

A portion of Section 1, Township 24 South, Range 30 East, and Section 6, Township 24 South, Range 31 East, and Section 36, Township 23 South, Range 30 East, and Section 31, Township 23 South, Range 31 East, more particularly described as follows:

Begin at the SE corner of the North ½, of the NE ¼, of Section 1, Township 24 South, Range 30

DATE: JULY 21, 2006
PARCEL NO. 907-801
PART A, PART B & PART C
PROJECT No. 907
JOB No. 28722
SHEET 5 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL
OF LAND WAS BASED ON THE RIGHT-OF-
WAY MAP FOR STATE ROAD 528
NARCOOSSEE ROAD INTERCHANGE,
PROJECT NO. 907, AS CHECKED AND
DATED

East; thence N 89°20'34" W along the south line of said North 1/2, 2,499.66'; thence N 89°21'37" W along the south line of the North 1/2, of the NW 1/4 of said Section 1, 322.81' to a point on the arc of a curve concave to the southwest; thence along the arc of said curve, having a radius of 1,020.00', a delta of 20°28'18", a chord bearing of N 31°46'19" W, an arc distance of 364.44' to a point of tangency; thence N 42°00'28" W, 761.54'; thence N 15°11'07" E, 504.61'; thence N 18°18'46" W, 31.02'; thence N 20°47'38" E, 103.87'; thence N 32°17'28" E, 153.41'; thence N 50°01'14" E, 80.28'; thence N 38°43'57" E, 189.00'; thence N 17°17'55" E, 75.32'; thence N 13°26'35" E, 113.33'; thence N 11°48'17" W, 242.85'; thence N 03°48'35" E, 183.80'; thence N 18° 05'36" E, 220.60'; thence N 11°17'41" E, 200.00'; thence N 29°20'14" E, 76.11'; thence N 24°20'54" W, 146.12'; thence N 14°04'36" W, 101.32'; thence N 41°09'27" W, 342.03'; thence N 40°01'55" W, 175.35'; thence N 29°04'35" W, 52.49'; thence S 87°12'39" W, 481.73' to a point on the arc of a curve concave to the west; thence along said curve having a radius of 1,850.00', a delta of 12°10'13", a chord bearing of N 08°31'22" W, an arc distance of 392.96' to a point of tangency; thence N 14°57'33" W, 750.00' to a point of curvature of a curve concave to the east; thence along said curve having a radius of 1,970.00', a delta of 15°27'48", an arc distance of 531.68' to a point of tangency; thence N 00°30'15" E, 399.04' to point on the southerly right-of-way line of State Road No. 528; thence along said southerly line S 89°16'02" E, 1,872.82'; thence S 79°06'58" E, 1,180.38'; thence S 29°31'30" E, 250.00'; thence S 79°06'58" E, 237.48' to a point on the westerly right-of-way line of State Road No. 15; thence along said line S 29°31'30" E, 3,181.92' to a point of curvature of a curve concave to the southwest; thence along said curve having a radius of 2,831.93', a delta of 27°51'14", an arc distance of 1,376.72' to a point of tangency; thence S 01°40'16" E, 1,031.76' to a point on the south line of the North 1/2 of the NE 1/4, of Section 6, Township 24 South, Range 31 East; thence along said line N 89°13'20" W, 1,160.75' to the Point of Beginning."

(The above described parcels of land being described and recorded in Official Records Book 4691, Page 4073, and Official Records Book 4771, Page 2029 of the Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

PART A

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest 1/4 of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest 1/4 of Section 36, to a 5/8 inch diameter iron bar and

DATE: JULY 21, 2006
 PARCEL NO. 907-801
 PART A, PART B & PART C
 PROJECT NO. 907
 JOB NO. 28722
 SHEET 6 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
 3841 EAST COLONIAL DRIVE
 ORLANDO, FLORIDA 32803
 PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

cap stamped "JWG LB 1", being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest ¼ of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 894.83 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 37.50 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 25.50 feet parallel with and 187.50 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 37.50 feet perpendicular to said centerline of survey to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 25.50 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 956 Square feet, more or less)

AND

PART B

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest ¼ of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest ¼ of Section 36, to a 5/8 inch diameter iron bar and cap stamped "JWG LB 1", being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest ¼ of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 2194.83 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 42.00 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 26.00 feet

DATE: JULY 21, 2006
PARCEL NO. 907-801
PART A, PART B & PART C
PROJECT NO. 907
JOB No. 28722
SHEET 7 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LB1)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL
OF LAND WAS BASED ON THE RIGHT-OF-
WAY MAP FOR STATE ROAD 528
NARCOOSSEE ROAD INTERCHANGE,
PROJECT NO. 907, AS CHECKED AND
DATED

parallel with and 192.00 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 42.00 feet perpendicular to said centerline of survey to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 26.00 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 1092 Square feet, more or less)

AND

PART C

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest ¼ of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest ¼ of Section 36, to a 5/8 inch diameter iron bar and cap stamped “JWG LB 1”, being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest ¼ of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 2584.16 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 108.00 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 108.27 feet parallel with and 258.00 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 101.41 feet perpendicular to said centerline of survey to a point; thence North 85 degrees 39 minutes 34 seconds West, 89.28 feet to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 19.24 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 11400 Square feet, more or less)

CONTAINING IN AGGREGATE: 13448 Square feet, more or less.

DATE: JULY 21, 2006
PARCEL NO. 907-801
PART A, PART B & PART C
PROJECT NO. 907
JOB No. 28722
SHEET 8 OF 8 SHEETS

JONES, WOOD & GENTRY, INC. (LBI)
3841 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32803
PHONE: (407) 898-7780

NOTE: DESCRIPTION FOR THIS PARCEL OF LAND WAS BASED ON THE RIGHT-OF-WAY MAP FOR STATE ROAD 528 NARCOOSSEE ROAD INTERCHANGE, PROJECT NO. 907, AS CHECKED AND DATED

EXHIBIT "E"
(the "CFX In-Kind Improvements")

ORIGINAL

CONTRACT

000366

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
CATHCART CONTRACTING COMPANY**

**CARGO ROAD
PROJECT NO. 907A**

**CONTRACT DATE: JULY 26, 2006
CONTRACT AMOUNT: \$1,917,395.08**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT, MEMORANDUM OF AGREEMENT,
GENERAL SPECIFICATIONS, SPECIAL
PROVISIONS, TECHNICAL SPECIFICATIONS,
PROPOSAL, PUBLIC CONSTRUCTION BOND AND
FORMS**

ORIGINAL

CONTRACT

This Contract (the "Contract") made this 26th day of July 2006 between the ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY hereinafter called the AUTHORITY and CATHCART CONTRACTING COMPANY 6972 Aloma Avenue Winter Park Florida 32792 hereinafter the CONTRACTOR

WITNESSETH The CONTRACTOR shall for the consideration herein mentioned and at its cost and expense do all the work and furnish all the materials equipment supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein The Contract shall be performed to the satisfaction of the duly authorized representatives of the AUTHORITY who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract

The work to be done under this Contract includes construction of all items associated with Project No 907A Cargo Road as detailed in the Contract Documents and any modifications thereto Contract time for this project shall be 180 calendar days The Contract Amount is \$1 917 395 08


The Contract Documents consist of

- 1 The Contract
- 2 The Memorandum of Agreement
- 3 The Plans
- 4 The Special Provisions
- 5 The Technical Specifications
- 6 The Technical Special Provisions
- 7 The General Specifications
- 8 The Design Standards
- 9 The Standard Specifications and
- 10 The Proposal

In consideration of the foregoing premises the AUTHORITY agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices and under the conditions set forth in the Proposal

IN WITNESS WHEREOF the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY


By  _____
Executive Director

ATTEST  _____
Assistant Secretary

DATE 9/28/06

CONTRACTOR


By  _____
Matt T Blanton, President

ATTEST  _____
Title JOHN T. CATHCART, SEC (Seal)

DATE 9.1.06

Approved as to form and execution only

General Counsel for the AUTHORITY

 _____
Shutts & Bowen LLP

** BID FORM
CARGO ROAD
OOCEA PROJECT 907A

ITEM #	QUANT	UNIT	DESCRIPTION	UNIT PRICE (WRITTEN)	UNIT PRICE (NUMERICAL)	TOTAL
101	1	LS	MOBILIZATION	ONE HUNDRED TWENTY SEVEN THOUSAND	127000	127000
102	1	LS	MAINTENANCE OF TRAFFIC	SEVEN THOUSAND	7000	7000
102 06	70	ED	SIGN VARIABLE MESSAGE (TEMPORARY)	THIRTY NINE	39	2730
104-4	1	LS	MOWING	FOURTY TWO HUNDRED SEVENTY	4270	4270
104-20	1	LS	EROSION CONTROL	EIGHTEEN THOUSAND	18000	18000
110 1 1	1	LS	CLEARING AND GRUBBING	THREE HUNDRED THOUSAND	300000	300,000
110-4	38	SY	CONCRETE PAVEMENT (REMOVAL OF EXISTING)	EIGHTY FOUR	84	3192
120-1	58 550	CY	REGULAR EXCAVATION	THREE & THIRTY SIX CENTS	3 36	196,758 24
120-1	3 471	CY	SUBSOIL EXCAVATION	SIX & TWENTY THREE CENTS	6.23	21,624 33
120-6	18 582	CY	EMBANKMENT	FOUR & THIRTY CENTS	4 30	79,902 60
160-4	9 235	SY	TYPE B STABILIZATION	TWO & NINETY ONE CENTS	2.91	26 873 85
182 J-101	4 738	SY	6 FINISHED SOIL LAYER	EIGHT & TWENTY CENTS	8 20	38 835 20
285-701 001	1 880	SY	BASE GROUP 1 (4 LIMEROCK LBR 100)	EIGHT	8 00	15 840

150400

BID FORM
 CARGO ROAD
 OOCEA PROJECT 907A

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE (WRITTEN)	UNIT PRICE (NUMERICAL)	TOTAL
200-700-000	5743	SY	BASE GROUP 9 (10" LIMEROCK LBR 100)	SEVENTEEN DOLLARS THIRTEEN CENTS	17.13	98377.59
334-1-19	1082.1	TN	SUPERPAVE ASPHALTIC CONCRETE (TRAPIC C)	ONE EIGHTY THREE	183	198024.30
337-7-6	288.8	TN	ASPHALT CONCRETE FRICTION COURSE (34" #C-6) (RUBBER)	TWO HUNDRED TWO & FIFTY TWO CENTS	202.52	60375.75
338-1	28.8	TN	ASPHALT PAVEMENT (MISCELLANEOUS)	TWO HUNDRED SIXTY EIGHT & FIFTY CENTS	268.40	7676.24
400-1-15	5	CY	CLASS I CONCRETE (MISCELLANEOUS)	SIX HUNDRED TEN	610	3050
400-4-1	238.7	CY	CLASS IV CONCRETE	THIRTEEN HUNDRED TWENTY NINE	1329	317232.30
410-1-6	48100	LB	REINFORCING STEEL	SIXTY TWO CENTS	.62	28019.66
425-1-511	1	EA	INLET DITCH BOTTOM (TYPE B) (<10)	THIRTY FIVE HUNDRED TWENTY	3520	3520
425-1-502	1	EA	INLET DITCH BOTTOM (TYPE F) (<10)	THREE THOUSAND FIFTY THREE	3053	3053
430-11-325	30	LF	CONCRETE PIPE CULVERT (CLASS III) (18" 55)	SIXTY ONE	61	1830
430-11-326	30	LF	CONCRETE PIPE CULVERT (CLASS III) (24" 55)	SEVENTY FOUR	74	2220
430-11-330	42	LF	CONCRETE PIPE CULVERT (CLASS III) (30" 55)	NINETY TWO	92	3864
430-11-386	40	LF	CONCRETE PIPE CULVERT (CLASS III) (36" 55)	ONE HUNDRED TWENTY TWO	122	4880
430-11-329	44	LF	CONCRETE PIPE CULVERT (CLASS III) (24" 50)	SEVENTY FOUR	74	3256
430-000	388	CY	DESLTING CONCRETE BOX CULVERT	THIRTY SEVEN	37	14726
430-002-220	1	EA	MITERED END SECTION (CONCRETE ROUND) (18" CD)	FOURTEEN HUNDRED SEVENTY SEVEN	1477	1477
430-002-220	3	EA	MITERED END SECTION (CONCRETE ROUND) (24" CD)	FIFTEEN HUNDRED	1500	4500

" BID FORM "
CARGO ROAD
OOCEA PROJECT 907A

ITEM #	QUANT	UNIT	DESCRIPTION	UNIT PRICE (WRITTEN)	UNIT PRICE (NUMERICAL)	TOTAL
430-052-220	1	EA	MITERED END SECTION (CONCRETE ROUNDED) (20' CD)	Twenty three hundred seventy one	2371	2371
430-054-220	2	EA	MITERED END SECTION (CONCRETE ROUNDED) (24' SD)	FIFTEEN HUNDRED THIRTY SIX	1536	3072
630-3-4	4483	TN	RIPRAP (RUBBLE) (F&M) (DITCH LINING)	SEVENTY ONE	71	31087 30
638-1-1	8378	LF	GUARDRAIL (ROADWAY)	Twenty two & EIGHTY NINE CENTS	22 89	19170 38
638-79	1287	LF	GUARDRAIL (REMOVAL)	THREE & SIXTY SIX CENTS	3 66	4710 42
538-05-22	2	EA	END ANCHORAGE ASSEMBLY (FLARED)	Twenty four hundred ten	2410	4820
538-05-23	1	EA	END ANCHORAGE ASSEMBLY (TYPE II)	eleven hundred	1100	1100
560-10-110	841	LF	FENCING (TYPE A) (F) (STANDARD)	NINE & THREE CENTS	9.03	5788 23
560-10-220	4227	LF	FENCING (TYPE B) (F)	Twelve & FORTY CENTS	12.40	52414 80
580-00-112	1	EA	GATE (TYPE A) (SINGLE 8' 1 1/2' OPENING)	ELVEN HUNDRED	1100	1100
570-9	387	MG	WATER FOR GRASSING	THIRTY SIX & SIXTY CENTS	36 60	14,104 20
678-1-3	62 478	BY	GOODING (ARGENTINA BAHIA)	ONE & SEVENTY TWO CENTS	1.72	107,457.00
700-40-1	6	AS	SINGLE POST SIGN (LESS THAN 12 FEET)	Two thousand sixty eight & FORTY CENTS	268.40	1610.40
700-48-11	6	AS	EXISTING SIGN (REMOVE) (SINGLE POST)	TWENTY FIVE	25	150
788-10-14	6	EA	OBJECT MARKER (POST MOUNTED END OF ROAD) (18"x18")	ONE FIFTY	150	900

" BID FORM "
CARGO ROAD
OOCEA PROJECT 907A

ITEM #	QUANT	UNIT	DESCRIPTION	UNIT PRICE (WRITTEN)	UNIT PRICE (NUMERICAL)	TOTAL
706-3	84	EA	RETROREFLECTIVE PAVEMENT MARKERS	SIX & TEN CENTS	6.10	513.40
711-36-61	3328	LF	TRAFFIC STRIPE SOLID (WHITE) (8")	SEVENTY CENTS	70	2330 30
711-36-241	40	LF	TRAFFIC STRIPE SOLID (WHITE) (24")	Four & SIXTY FOUR CENTS	4 64	185 60
711-36-61	3 830	LF	TRAFFIC STRIPE SOLID (YELLOW) (8")	SEVENTY CENTS	70	2681
711-7	310	BF	PAVEMENT MARKING REMOVAL	ELEVEN & TEN CENTS	11.10	3441
888-1	N/A	N/A	WORK ORDER ALLOWANCE			\$50 000 00
888-2	N/A	N/A	ALLOWANCE FOR DISPUTES REVIEW BOARD			\$10 000 00
TOTAL BID						1,917,835 04

ONE MILLION NINE HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED THIRTY FIVE & NINE CENTS

EXHIBIT "F"
(the "FAA Letter of Release")



U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District Office
5950 Hazeltine National Dr., Suite 400
Orlando, FL 32822-6003
Phone: (407) 812-6331
Fax: (407) 812-8978

March 10, 2011

Mr. Robert K. Brancheau, P.E.
Senior Director of Planning & Engineering
Greater Orlando Aviation Authority
Orlando International Airport
One Airport Blvd.
Orlando, FL 32827-4399

Letter of Release (Grant Obligated Land)
PARCEL NO. 907-101
PARCEL NO. 907-801 PARTS A, B, & C
Request for Approval of Orlando-Orange County Expressway Authority's Use of
Airport Property as Right-of-Way and Utility Easement
Orlando International Airport (MCO;) Orlando, Florida

Dear Mr. Brancheau:

This is in response to your letter dated February 1, 2009 requesting that PARCEL NO. 907-101 and PARCEL NO. 907-801 PARTS A, B, & C be released from the terms, conditions, and obligations of currently active Grant Agreements between the Federal Aviation Administration (FAA) and the City of Orlando. This land is obligated by the terms and conditions of Airport Improvement Program grant funding, but was not acquired with federal assistance.

The requested purpose of the releases is to permit the Orlando-Orange County Expressway Authority right of way and utility easements for municipal transportation purposes.

We have concluded that this property, as described below, is no longer needed for an aeronautical purpose, including serving as noise buffer land or runway protection zone land, and that the release and use of such land for the stated purpose will not interfere with the operation, maintenance or future development of Orlando International Airport.

PARCEL NO. 907-101 LIMITED ACCESS RIGHT OF WAY

THAT PART OF:

"Begin at the Southwest corner of Section 36, Township 23 South, Range 30 East; thence N 00°28'37" E, along the West line of said Section 36, 2826.90 feet to the West 1/4 corner; thence, continuing along the West line of said Section 36, N 00°30'15" E, 1402.25 feet; thence S 89°16'02" E, 960.01 feet; thence S00°30'15" W, 399.04 feet to a point of curvature of a curve, concave to the East, having a radius of 1970.00 feet; thence continue along the arc of said curve, through a central angle of 15°27'48", 531.68 feet to a point of tangency; thence S 14°57'33" E, 750.00 feet to a point of curvature of a curve, concave to the West, having a radius of 1850.00 feet; thence continue along the arc of said curve, through a central angle of 12°10'13", 392.96 feet; thence, departing said curve radially, N 87°12'39" E, 481.73 feet to an established environmental line; thence continue along said environmental line, S 29°04'35" E, 52.49 feet; thence S 40°01'55" E, 175.35 feet; thence S 41°09'27" E, 342.03 feet; thence S 14°04'36" E, 101.32 feet; thence S 24°20'54" E, 146.12 feet; thence S 29°20'14" W, 76.11 feet; thence S 11°17'41" W, 200.00 feet; thence S 18°05'36" W, 220.60 feet; thence S 03°48'35" W, 183.80 feet; thence S 11°48'17" E, 242.85 feet; thence S 13°26'35" W, 113.33 feet; thence S 17°17'55" W, 75.32 feet; thence S 38°43'57" W, 189.00 feet; thence S 50°01'14" W, 80.28 feet; thence S 32°17'28" W, 153.41 feet; thence S 20°47'38" W, 103.87 feet; thence S 18°18'46" E, 31.02 feet; thence, departing said environmental line, S 15°11'07" W, 504.61 feet; thence S 42°00'28" E, 761.54 feet to a point of curvature of a curve, concave to the Southwest, having a radius of 1020.00 feet; thence along the arc of said curve, through a central angle of 20°28'18", 364.44 feet; thence departing said curve non-radially, N 89°21'37" W, 2325.66 feet to a point on the East line of Section 2, Township 24 South, Range 30 East; thence N 00°28'33" E, 1331.07 feet to the Northeast corner of said Section 2; thence N 89°19'23" W, along the North line of said Section 2, 51.33 feet to the point of beginning.

AND

A portion of Section 1, Township 24 South, Range 30 East, and Section 6, Township 24 South, Range 31 East, and Section 36, Township 23 South, Range 30 East, and Section 31, Township 23 South, Range 31 East, more particularly described as follows:

Begin at the SE corner of the North 1/2, of the NE 1/4, of Section 1, Township 24 South, Range 30 East; thence N 89°20'34" W along the south line of said North 1/2, 2,499.66'; thence N 89°21'37" W along the south line of the North 1/2, of the NW 1/4 of said Section 1, 322.81' to a point on the arc of a curve concave to the southwest; thence along the arc of said curve, having a radius of 1,020.00', a delta of 20°28'18", a chord bearing of N 31°46'19" W, an arc distance of 364.44' to a point of tangency; thence N 42°00'28" W, 761.54'; thence N 15°11'07" E, 504.61'; thence N 18°18'46" W, 31.02'; thence N 20°47'38" E, 103.87'; thence N 32°17'28" E,

153.41'; thence N 50°01'14" E, 80.28'; thence N 38°43'57" E, 189.00'; thence N 17°17'55" E, 75.32'; thence N 13°26'35" E, 113.33'; thence N 11°48'17" W, 242.85'; thence N 03°48'35" E, 183.80'; thence N 18°05'36" E, 220.60'; thence N 11°17'41" E, 200.00'; thence N 29°20'14" E, 76.11'; thence N 24°20'54" W, 146.12'; thence N 14°04'36" W, 101.32'; thence N 41°09'27" W, 342.03'; thence N 40°01'55" W, 175.35'; thence N 29°04'35" W, 52.49'; thence S 87°12'39" W, 481.73'; to a point on the arc of a curve concave to the west; thence along said curve having a radius of 1,850.00'; a delta of 12°10'13", a chord bearing of N 08°31'22" W, an arc distance of 392.96' to a point of tangency; thence N 14°57'33" W, 750.00' to a point of curvature of a curve concave to the east; thence along said curve having a radius of 1,970.00', a delta of 15°27'48", an arc distance of 531.68' to a point of tangency; thence N 00°30'15" E, 399.04' to point on the southerly right-of-way line of State Road No. 528; thence along said southerly line S 89°16'02" E, 1,872.82'; thence S 79°06'58" E, 1,180.38'; thence S 29°31'30" E, 250.00'; thence S 79°06'58" E, 237.48' to a point on the westerly right-of-way line of State Road No. 15; thence along said line S 29°31'30" E, 3,181.92' to a point of curvature of a curve concave to the southwest; thence along said curve having a radius of 2,831.93', a delta of 27°51'14", an arc distance of 1,376.72' to a point of tangency; thence S 01°40'16" E, 1,031.76' to a point on the south line of the North 1/2 of the NE 1/4, of Section 6, Township 24 South, Range 31 East; thence along said line N 89°13'20" W, 1,160.75' to the Point of Beginning."

(The above described parcels of land being described and recorded in Official Records Book 4691, Page 4073, and Official Records Book 4771, Page 2029 of the Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

From a 6"x6" concrete monument with a 3/4" diameter iron pipe (no identification) at the Southeast corner of the Northeast 1/4 of Section 36, Township 23 South, Range 30 East, Orange County, Florida as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with Orlando-Orange County Expressway Authority, Orlando, Florida, run North 89 degrees 51 minutes 38 seconds West, 366.09 feet along the South boundary of said Northeast 1/4 of Section 36 to a point on the existing Westerly right of way line of Narcoossee Road as described and recorded in the Greater Orlando Aviation Authority Right of Way and Utility Service Agreement Item Number 6, Documentary Number 2922, Dated January 21, 1998, on file with the City of Orlando, said existing Westerly right of way line being parallel with a 65.00 feet Westerly of, when measured at right angles to, the centerline of survey of Narcoossee Road as shown on the aforesaid Orlando-Orange County Expressway Authority Right of Way Map; thence North 30 degrees 08 minutes 10 seconds West, 1068.34 feet along said existing Westerly right of way line parallel with said centerline of survey of Narcoossee Road to a point; thence North 59 degrees 51 minutes 50 seconds East, 32.00 feet along said existing Westerly right of

way line to a point being 33.00 feet Westerly of, when measured at right angles to said centerline of survey of Narcoossee Road, said point also being the Southeast corner of that certain parcel of land being described and recorded in Official Records Book 3874, Page 4528, Public Records of Orange County, Florida, said point also being on the existing Westerly right of way line of Narcoossee Road as described and recorded in Deed Book 347, Page 185, Public Records of Orange County, Florida and as shown on Road Plat Book 1, Page 45 of said Public Records; thence North 30 degrees 08 minutes 10 seconds West, 250.00 feet along said existing Westerly right of way line to a point on the existing Southerly limited access right of way line of State Road 528 as shown on the aforesaid Right of Way Map, said limited access right of way line also being the Southerly boundary of that certain parcel of land being described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida; thence North 79 degrees 43 minutes 43 seconds West, 1253.33 feet along said existing Southerly limited access right of way line and the Southerly boundary of said parcel of land for the POINT OF BEGINNING; thence continue North 79 degrees 43 minutes 43 seconds West, 164.00 feet along said existing Southerly limited access right of way line and said Southerly boundary to a point being 150.00 feet Southerly of, when measured at right angles to the centerline of survey of State Road 528 as shown on the aforesaid Right of Way Map; thence North 89 degrees 53 minutes 38 seconds West, 229.50 feet along said existing Southerly limited access right of way line and said Southerly boundary parallel with said centerline of survey of State Road 528 to a point; thence South 85 degrees 39 minutes 34 seconds East, 392.00 feet to the Point of Beginning.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 528 AND NARCOOSSEE ROAD RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING: 3321 Square feet, more or less.

AND

PARCEL NO. 907-801 PARTS A, B, & C PERMANENT EASEMENT

THAT PART OF:

"Begin at the Southwest corner of Section 36, Township 23 South, Range 30 East; thence N 00°28'37" E, along the West line of said Section 36, 2826.90 feet to the West 1/4 corner; thence, continuing along the West line of said Section 36, N

00°30'15" E, 1402.25 feet; thence S89°16'02" E, 960.01 feet; thence S00°30'15" W, 399.04 feet to a point of curvature of a curve, concave to the East, having a radius of 1970.00 feet; thence continue along the arc of said curve, through a central angle of 15°27'48", 531.68 feet to a point of tangency; thence S 14°57'33" E, 750.00 feet to a point of curvature of a curve, concave to the West, having a radius of 1850.00 feet; thence continue along the arc of said curve, through a central angle of 12°10'13", 392.96 feet; thence, departing said curve radially, N 87°12'39" E, 481.73 feet to an established environmental line; thence continue along said environmental line, S 29°04'35" E, 52.49 feet; thence S 40°01'55" E, 175.35 feet; thence S 41°09'27" E, 342.03 feet; thence S 14°04'36" E, 101.32 feet; thence S 24°20'54" E, 146.12 feet; thence S 29°20'14" W, 76.11 feet; thence S 11°17'41" W, 200.00 feet; thence S 18°05'36" W, 220.60 feet; thence S 03°48'35" W, 183.80 feet; thence S 11°48'17" E, 242.85 feet; thence S 13°26'35" W, 113.33 feet; thence S 17°17'55" W, 75.32 feet; thence S 38°43'57" W, 189.00 feet; thence S 50°01'14" W, 80.28 feet; thence S 32°17'28" W, 153.41 feet; thence S 20°47'38" W, 103.87 feet; thence S 18°18'46" E, 31.02 feet; thence, departing said environmental line, S 15°11'07" W, 504.61 feet; thence S 42°00'28" E, 761.54 feet to a point of curvature of a curve, concave to the Southwest, having a radius of 1020.00 feet; thence along the arc of said curve, through a central angle of 20°28'18", 364.44 feet; thence departing said curve non-radially, N 89°21'37" W, 2325.66 feet to a point on the East line of Section 2, Township 24 South, Range 30 East; thence N 00°28'33" E, 1331.07 feet to the Northeast corner of said Section 2; thence N 89°19'23" W, along the North line of said Section 2, 51.33 feet to the point of beginning.

AND

A portion of Section 1, Township 24 South, Range 30 East, and Section 6, Township 24 South, Range 31 East, and Section 36, Township 23 South, Range 30 East, and Section 31, Township 23 South, Range 31 East, more particularly described as follows:

Begin at the SE corner of the North 1/2, of the NE 1/4, of Section 1, Township 24 South, Range 30 East; thence N 89°20'34" W along the south line of said North 1/2, 2,499.66'; thence N 89°21'37" W along the south line of the North 1/2, of the NW 1/4 of said Section 1, 322.81' to a point on the arc of a curve concave to the southwest; thence along the arc of said curve, having a radius of 1,020.00', a delta of 20°28'18", a chord bearing of N 31°46'19" W, an arc distance of 364.44' to a point of tangency; thence N 42°00'28" W, 761.54'; thence N 15°11'07" E, 504.61'; thence N 18°18'46" W, 31.02'; thence N 20°47'38" E, 103.87'; thence N 32°17'28" E, 153.41'; thence N 50°01'14" E, 80.28'; thence N 38°43'57" E, 189.00'; thence N 17°17'55" E, 75.32'; thence N 13°26'35" E, 113.33'; thence N 11°48'17" W, 242.85'; thence N 03°48'35" E, 183.80'; thence N 18°05'36" E, 220.60'; thence N 11°17'41" E, 200.00'; thence N 29°20'14" E, 76.11'; thence N 24°20'54" W, 146.12'; thence N 14°04'36" W, 101.32'; thence N 41°09'27" W, 342.03'; thence N 40°01'55" W, 175.35'; thence N 29°04'35" W, 52.49'; thence S 87°12'39" W, 481.73' to a point on the arc of a curve concave to the west; thence along said curve

having a radius of 1,850.00', a delta of 12°10'13", a chord bearing of N 08°31'22" W, an arc distance of 392.96' to a point of tangency; thence N 14°57'33" W, 750.00' to a point of curvature of a curve concave to the east; thence along said curve having a radius of 1,970.00', a delta of 15°27'48", an arc distance of 531.68' to a point of tangency; thence N 00°30'15" E, 399.04' to point on the southerly right-of-way line of State Road No. 528; thence along said southerly line S 89°16'02" E, 1,872.82'; thence S 79°06'58" E, 1,180.38'; thence S 29°31'30" E, 250.00'; thence S 79°06'58" E, 237.48' to a point on the westerly right-of-way line of State Road No. 15; thence along said line S 29°31'30" E, 3,181.92' to a point of curvature of a curve concave to the southwest; thence along said curve having a radius of 2,831.93', a delta of 27°51'14", an arc distance of 1,376.72' to a point of tangency; thence S 01°40'16" E, 1,031.76' to a point on the south line of the North 1/2 of the NE 1/4, of Section 6, Township 24 South, Range 31 East; thence along said line N 89°13'20" W, 1,160.75' to the Point of Beginning."

(The above described parcels of land being described and recorded in Official Records Book 4691, Page 4073, and Official Records Book 4771, Page 2029 of the Public Records of Orange County, Florida.)

DESCRIBED AS FOLLOWS:

PART A

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest 1/4 of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest 1/4 of Section 36, to a 5/8 inch diameter iron bar and cap stamped "JWG LB 1", being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest 1/4 of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 894.83 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 37.50 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 25.50 feet parallel with and 187.50 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 37.50 feet perpendicular to said centerline of

survey to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 25.50 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 956 Square feet, more or less)

AND

PART B

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest 1/4 of Section 36, Township 23 South, Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority, Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest 1/4 of Section 36, to a 5/8 inch diameter iron bar and cap stamped “JWG LB 1”, being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest 1/4 of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with an 150.00 feet Southerly of, when measured at right angles to said centerline of survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 2194.83 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 42.00 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 26.00 feet parallel with and 192.00 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 42.00 feet perpendicular to said centerline of survey to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 26.00 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 1092 Square feet, more or less.)

AND

PART C

From a 6 inch x 6 inch concrete monument (no identification) at the Northwest corner of the Northwest 1/4 of Section 36, Township 23 South; Range 30 East, Orange County, Florida, as shown on the Orlando-Orange County Expressway Authority Right of Way Map for State Road 528 – Narcoossee Road Interchange, Project Number 907 on file with the Orlando-Orange County Expressway Authority,

Orlando, Florida, run South 00 degrees 06 minutes 58 seconds East, 1100.01 feet along the West boundary of said Northwest 1/4 of Section 36, to a 5/8 inch diameter iron bar and cap stamped "JWG LB 1", being a point on the centerline of survey of State Road 528 as shown on said Right of Way Map; thence continue South 00 degrees 06 minutes 58 seconds East, 150.00 feet along said West boundary of the Northwest 1/4 of Section 36, to a point on the existing Southerly right of way line of said State Road 528, said point also being on the South boundary of that certain parcel of land as described and recorded in Official Records Book 1510, Page 250, Public Records of Orange County, Florida, said existing Southerly right of way line being parallel with and 150.00 feet Southerly of, when measured at right angles to said centerline survey of State Road 528; thence South 89 degrees 53 minutes 38 seconds East, 2584.16 feet along said existing Southerly right of way line and said South boundary parallel with said centerline of survey for the POINT OF BEGINNING; thence South 00 degrees 06 minutes 22 seconds West, 108.00 feet perpendicular to said centerline of survey to a point; thence South 89 degrees 53 minutes 38 seconds East, 108.27 feet parallel with and 258.00 feet Southerly of, when measured at right angles to said centerline of survey to a point; thence North 00 degrees 06 minutes 22 seconds East, 101.41 feet perpendicular to said centerline of survey to a point; thence North 85 degrees 39 minutes 34 seconds West, 89.28 feet to a point on the aforesaid existing Southerly right of way line and the aforesaid South boundary; thence North 89 degrees 53 minutes 38 seconds West, 19.24 feet along said existing Southerly right of way line and said South boundary to the Point of Beginning. (Containing: 11400 Square feet, more or less.)

CONTAINING IN AGGREGATE: 13448 Square feet, more or less.

By accepting this Letter of Release, the airport owner agrees to:

1. Ensure that they and their successors and assigns retain, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the subject property, the right for existing and future aircraft to generate noise in that airspace, and the right to use the airspace to land on or take off from the airport.
2. Ensure that they and their successors and assigns restrict the height of structures, objects of natural growth, and other obstructions on the subject property to such a height so as to comply with Federal Aviation Regulations, Part 77.
3. Ensure that they and their successors and assigns prevent any use of the subject property that would interfere with landing or taking off of aircraft at Orlando International Airport or otherwise constitute an airport hazard.

- 4. Retain or reserve necessary interests or rights to ensure that the subject property will only be used for purposes that are compatible with the noise levels generated by aircraft using the airport.
- 5. The Fair Market Value of the two parcels has been determined to be \$33,821. In lieu of payment, the Orlando-Orange County Expressway Authority has agreed to fully fund the relocation of Cargo Road on airport property. The cost associated with this road relocation was approximately \$1,878,243.
- 8. Update the Airport Layout Plan and Exhibit "A" Property Map to reflect the new airport boundaries.
- 9. Insure that they and their successors and assigns shall not permit/afford access from the subject property onto Orlando International Airport property for aeronautical purposes.

In consideration of these premises, the FAA agrees to release the Airport Owner from the obligations, terms, and conditions of grant agreements as they may relate to the subject property. This release is effective on the date this agreement is signed by a representative of the Airport Owner.

Please indicate your acceptance of these conditions by signing and completing the bottom portion of this letter and the enclosed duplicate and returning one copy to our office.

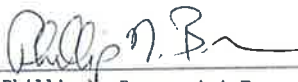
Sincerely,



Bart Vernace, P.E.
Acting Manager

1 Enclosure

Accepted for Greater Orlando Aviation Authority

By: 
Phillip N. Brown, A.A.E.
Executive Director

Title: _____

Date: May 4, 2011

APPROVED AS TO FORM AND LEGALITY
On the 29th day of April, 2011
for use and the reliance of the Greater Orlando
Aviation Authority, only.

By: 
Marchena and Graham, P.A., Counsel

EXHIBIT "G"
(Permitted Exceptions)

1. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.

**Consent Agenda Item
#15**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel *Linda S. Lanosa*

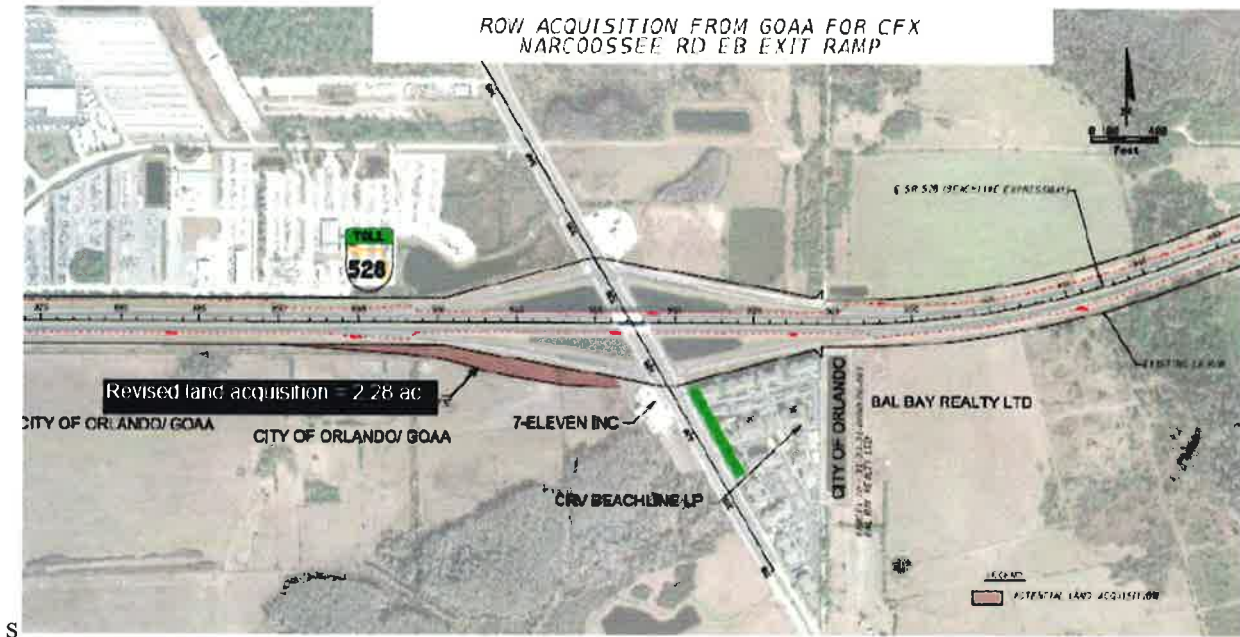
DATE: February 28, 2018

RE: Purchase and Sale Agreement (“Agreement”) between
All Aboard Florida – Operations, Greater Orlando Aviation Authority (“GOAA”),
City of Orlando, and Central Florida Expressway Authority (“CFX”)
Project 528-1240

BACKGROUND

This matter involves the modification of Narcoossee Ramp on State Road (“S.R.”) 528 to accommodate the intercity passenger rail project of All Aboard Florida (“AAF”). The transaction involves a conveyance from the City and GOAA to CFX and a separate conveyance from CFX to the City and GOAA. Because the ramp modifications are needed for AAF’s rail project, AAF has agreed to pay for the title commitment, survey, closing costs, and the difference between the value of the property conveyed and the value of the property received as set forth in paragraph 5 of the proposed Agreement, a copy of which is attached.

Regarding the property to be conveyed to CFX, the southern limited-access line of the eastbound exit ramp from S.R. 528 onto Narcoossee Road needs to be extended southward into property owned by the City and used by GOAA as shown in the sketch below.

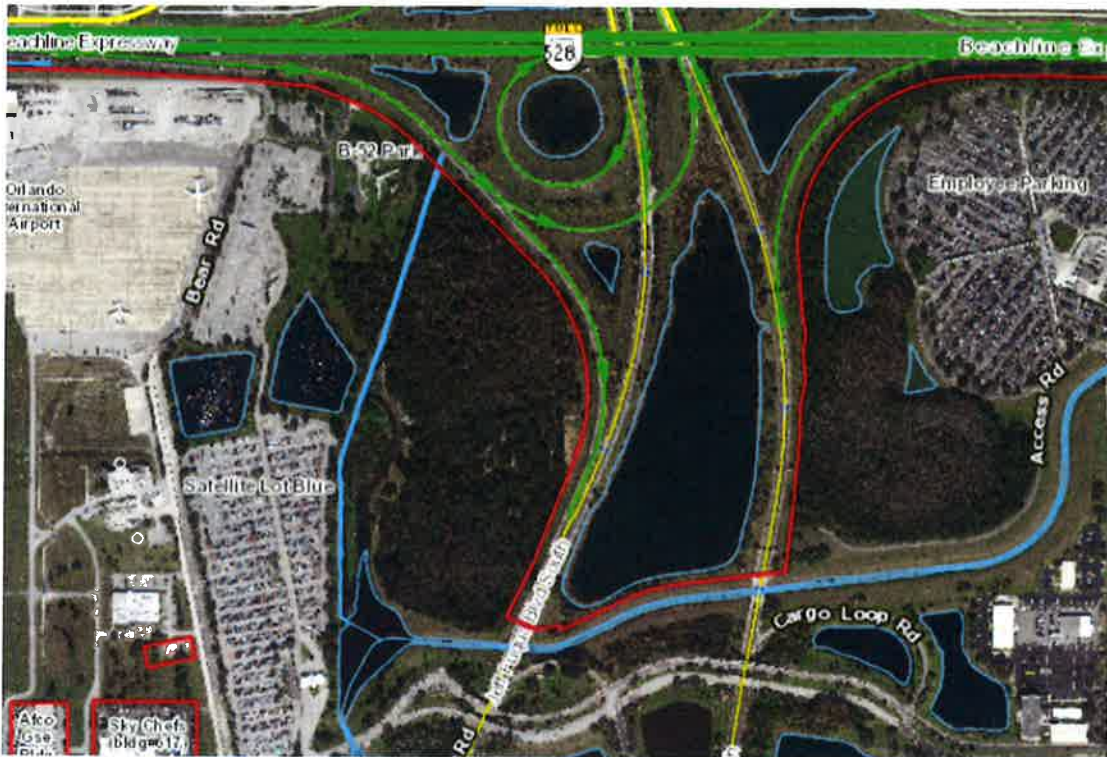


The City and GOAA will convey a 2.28-acre parcel to CFX along with four drainage easements totaling 0.67 acres to accommodate the relocation of the Narcoossee Ramp on State Road 528.

As for the property to be conveyed by CFX to the City for GOAA's use, the aerial below depicts the relocation of Cargo Road to accommodate the rail project. The area highlighted in magenta is a 0.229-acre parcel of property owned by CFX.



The parcel is south of S.R. 528 adjacent to Jeff Fuqua Boulevard North as shown in the aerial above and general area map below. Per the proposed Agreement, CFX will convey this parcel to the City and GOAA, subject to a drainage easement and the reestablishment of the limited access lines, in exchange for the property and easements along S.R. 528.



Draft appraisal reports have been received from Pinel and Carpenter valuing the parcels as follows:

<u>Parcel</u>	<u>Size (acres)</u>	<u>Value</u>
<u>From CFX to City/GOAA</u>		
Parcel C-4	0.229	\$40,000
<u>From City/GOAA to CFX</u>		
Fee Parcel	2.28	\$372,200
Permanent Easement No. 1	0.097	\$ 14,180
Permanent Easement No. 2	0.035	\$ 8,404
Permanent Easement No. 3	0.118	\$ 19,279
Permanent Easement No. 4	0.42	TBD

According to paragraph 6 of the Agreement, the appraisers will update the appraisal reports and appraisal review certificates within sixty (60) to ninety (90) days of closing.

The Agreement, in paragraph 10(a), places an outer limit on the date of closing of **December 31, 2018**, which date may be extended by written agreement approved by the City, GOAA, and CFX, through the Mayor, Chief Executive Officer, and Executive Director, respectively.

There are a number of conditions precedent to closing as itemized in paragraph 7 of the Agreement. As to CFX, some of the conditions precedent include CFX's approval of AAF's the final construction plans.

The CFX Board has already adopted Resolution No. 2015-346 authorizing the sale of the fee parcel to GOAA for the appraised value. A copy of the Resolution is attached. The Resolution was based upon the certificate of CFX's General Engineering Consultant determining that the parcel to be conveyed by CFX is no longer essential for the construction, operation, or maintenance of the Expressway System. The Resolution was also based upon an opinion from CFX's Bond Counsel that the Rail Easement Agreement between CFX and AAF will not "adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes."

REQUESTED ACTION

We respectfully request that the CFX Board approve the attached Purchase and Sale Agreement between Greater Orlando Aviation Authority ("GOAA"), City of Orlando, Central Florida Expressway Authority ("CFX"), and All Aboard Florida, subject to minor changes with the approval of CFX's Executive Director and General Counsel, or their designees, and CFX's General Engineering Consultant and bond counsel, including the requested modifications to the Special Warranty Deed to CFX and legal descriptions.

The Right of Way Committee recommended approval on February 28, 2018.

ATTACHMENTS

- A. Proposed Purchase and Sale Agreement
- B. Resolution 2015-346

Reviewed by: _____

Joseph J. Lassitore

STATE ROAD 528
CFX PROJECT: 528-1240

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of the ___ day of _____, 2018, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 (“GOAA”), an agency of the City of Orlando, existing as an independent special district under the laws of the State of Florida, the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 (“CFX”), the **CITY OF ORLANDO** (the “City”), a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801, and **ALL ABOARD FLORIDA – OPERATIONS LLC**, a Delaware limited liability company authorized to conduct business in Florida, with a principal address 2855 Lejeune Road, 4th Floor, Coral Gables, FL 33134 (“RAIL COMPANY”). GOAA, CFX, CITY and Rail Company are sometimes collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, GOAA is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended (the “GOAA Act”), as an independent special district and agency of the City of Orlando, Florida; and

WHEREAS, the City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 1.3 acres, being more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “528 Ramp Property”); and

WHEREAS, GOAA occupies, controls, and operates the 528 Ramp Property, pursuant to that certain Amended and Restated Operation and Use Agreement by and between GOAA and City, dated August 31, 2015, with an effective date of October 1, 2015 (the “Operating Agreement”), and that certain Memorandum of Operation and Use Agreement filed March 23, 2016 in Official Records as Clerk’s Document No. 20160146368, Public Records of Orange County, Florida;; and

WHEREAS, CFX is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.229 acres, being more particularly described in **Exhibit “B”** attached hereto and incorporated herein by this reference (the “Cargo Road Ramp Property”); and

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WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.097 acres, being more particularly described on **Exhibit "C"** attached hereto and incorporated herein by this reference ("Easement Parcel 801"); and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.035 acres, being more particularly described on **Exhibit "D"** attached hereto and incorporated herein by this reference ("Easement Parcel 802"); and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.118 acres, being more particularly described on **Exhibit "E"** attached hereto and incorporated herein by this reference ("Easement Parcel 803"); and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.42 acres, being more particularly described on **Exhibit "F"** attached hereto and incorporated herein by this reference ("Easement Parcel 804"); and

WHEREAS, GOAA occupies, controls and operates Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 (collectively the "Easement Parcels") pursuant to the Operating Agreement (the 528 Ramp Property, the Cargo Road Ramp Property, Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 collectively referred to as the "Properties"); and

WHEREAS, Rail Company is developing an inter-city commercial passenger rail connection between Miami and Orlando with the Orlando terminus located at the Orlando International Airport (the "Rail Project" or "Project"); and

WHEREAS, as a result of the development of the Rail Project, CFX agrees to purchase, and GOAA and City desire to sell, fee simple interest in the 528 Ramp Property, all upon the terms and conditions set forth herein; and

WHEREAS, as a result of the development of the Rail Project, GOAA and City desire to purchase, and CFX agrees to sell, fee simple interest in the Cargo Road Ramp Property, all upon the terms and conditions set forth herein; and

WHEREAS, as a result of the development of the Rail Project and the sale of the Cargo Road Ramp Property, drainage will have to be redirected and CFX will require drainage easements on the Easement Parcels ("Drainage Easements"); and

WHEREAS, the Rail Company wishes to fund the entire transaction because the additional CFX Right-of-Way on CFX property and on GOAA property are required to accommodate an easement for the Rail Company for the Rail Project; and

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WHEREAS, pursuant to the terms of the Operating Agreement and the terms of the GOAA Act as set forth in Chapter 16 of the Charter of the City of Orlando, Florida, City and GOAA have the authority to make the determination to sell, convey and accept various interests in and to the 528 Ramp Property, the Cargo Road Ramp Property and the Easement Parcels, including, without limitation, conveyance of fee simple, and the granting of perpetual easements and rights of entry; and

WHEREAS, CFX was created by Part III, Chapter 348, Florida Statutes (the "CFX Act") to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System; and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

WHEREAS, the Parties desire to formalize the terms and conditions whereby GOAA and the City shall sell and convey title to the 528 Ramp Property to CFX, CFX shall sell and convey title to the Cargo Road Ramp Property to GOAA, and GOAA shall grant easements to CFX in the Easement Parcels; Rail Company shall fund the transactions and CFX shall acquire said interest in the 528 Ramp Property and the Easement Parcels and GOAA and City shall acquire said interest in the Cargo Road Ramp Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, CFX, Rail Company, GOAA, and the City hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Agreement to Convey 528 Ramp Property.** Subject to the terms and conditions of this Agreement, City and GOAA hereby agree to transfer and convey to CFX all of their respective rights, title, and interest in and to the 528 Ramp Property by Special Warranty Deed, substantially in the form of **Exhibit "G."**
3. **Agreement to Convey Cargo Road Ramp Property.** Subject to the terms and conditions of this Agreement, CFX hereby agrees to transfer and convey to GOAA and the City all of its respective rights, title, and interest in and to the Cargo Road Ramp Property by Special Warranty Deed, substantially in the form of **Exhibit "H."**
4. **Agreement to Convey Easements on Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804.** Subject to the terms and conditions of this Agreement, GOAA hereby agrees to convey a drainage easement to CFX on Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 by Drainage Easement substantially in the form of **Exhibit "I."**
5. **Agreement to Fund the Purchase Price.** Subject to the terms and conditions of this Agreement, the Rail Company hereby agrees to fund the Purchase Price,

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as defined below (subject to prorations and adjustments shown on the settlement statement), the appraisal costs set forth in Paragraph 6, the cost of a survey of the Properties, and the CFX closing costs as set forth in Paragraph 10(j).

6. **Appraisal and Purchase Price.**

(a) **528 Ramp Property.** The purchase price (the "Ramp Property Purchase Price") to be paid by Rail Company for CFX to GOAA and City for fee simple interest of the 528 Ramp Property shall be determined by a fair-market-value appraisal, certified to all Parties (GOAA, the City, the Rail Company, and CFX), subject to review appraisal certification in accordance with CFX's standard procedures (the "CFX Appraisal"), which CFX Appraisal shall be performed by Walter Carpenter, MAI, of Pinel & Carpenter, Inc. (the "Appraiser") and reviewed by the Consortium Appraisal, Inc. (the "Review Appraiser") at Rail Company's sole cost and expense, and based upon a value within ninety (90) days of closing. (CFX's Manual, Sec. 5-6.05) It is specifically acknowledged and agreed that, in preparation of the CFX Appraisal, the Appraiser and/or Review Appraiser shall consult with GOAA, Rail Company and CFX, their respective legal counsel, staff, and consultants, as the Appraiser and/or Review Appraiser shall deem appropriate. The CFX Appraisal shall utilize the FAA's definition of Fair Market Value and said CFX Appraisal is subject to FAA approval and CFX approval. GOAA, Rail Company and CFX shall cooperate in good faith with the Appraiser and Review Appraiser in preparation of the CFX Appraisal and its review. The final CFX Appraisal shall not be issued until Rail Company has reviewed and approved the CFX Appraisal. Between sixty (60) to ninety (90) days before the Closing Date, the Rail Company, at its expense, shall obtain and deliver to CFX, City, Rail Company and GOAA the CFX Appraisal and review certification as to the 528 Ramp Property.

(b) **Cargo Road Ramp Property.** The purchase price (the "Cargo Road Ramp Purchase Price") to be paid by Rail Company for GOAA and City to CFX for fee simple interest of the Cargo Road Ramp Property shall be determined by a fair-market-value appraisal, certified to all Parties (GOAA, the City, the Rail Company, and CFX), subject to review appraisal certification in accordance with GOAA and City's standard procedures (the "GOAA and City Appraisal"), which GOAA and City Appraisal shall be performed by the Appraiser and reviewed by the Review Appraiser at Rail Company's sole cost and expense, and based upon a value within ninety (90) days of closing. (CFX's Manual, Sec. 5-6.05) It is specifically acknowledged and agreed that, in preparation of the GOAA and City Appraisal, the Appraiser and/or Review Appraiser shall consult with GOAA, Rail Company and CFX, their respective legal counsel, staff, and consultants, as the Appraiser and/or Review Appraiser shall deem appropriate. The GOAA and City Appraisal shall utilize the FAA's definition of Fair Market Value and said GOAA and City Appraisal is subject to FAA approval and CFX approval. GOAA, Rail Company and CFX shall cooperate in good faith with the Appraiser and Review Appraiser in preparation of the GOAA and City Appraisal and its review. The final GOAA and City Appraisal shall not be issued until Rail Company has reviewed and approved the GOAA and City Appraisal. Between sixty (60) to ninety (90) days before the Closing Date, GOAA and City, at the

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expense of the Rail Company, shall obtain and deliver to CFX and Rail Company the GOAA and City Appraisal and review certification as to the Cargo Road Ramp Property.

(c) Easement Parcels. The purchase price (the "Easement Parcels Purchase Price") to be paid by Rail Company for CFX to GOAA and City for a drainage easement in Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 shall be determined by fair-market-value appraisals, certified to all Parties (GOAA, the City, the Rail Company, and CFX), subject to review appraisal certification in accordance with CFX's standard procedures (the "Easement Appraisals"), which Easement Appraisals shall be performed by the Appraiser and reviewed by the Review Appraiser at Rail Company's sole cost and expense, and based upon a value within ninety (90) days of closing. It is specifically acknowledged and agreed that, in preparation of the Easement Appraisals, the Appraiser and/or Review Appraiser shall consult with GOAA, Rail Company and CFX, their respective legal counsel, staff, and consultants, as the Appraiser and/or Review Appraiser shall deem appropriate. The Easement Appraisals shall utilize the FAA's definition of Fair Market Value and said Easement Appraisals are subject to FAA approval and CFX approval. GOAA, Rail Company and CFX shall cooperate in good faith with the Appraiser and Review Appraiser in preparation of the Easement Appraisals and their review. The final Easement Appraisals shall not be issued until Rail Company has reviewed and approved the Easement Appraisals. Between sixty (60) to ninety (90) days before the Closing Date, the Rail Company, at its expense, shall obtain and deliver to City, Rail Company and GOAA the Easement Appraisals and review certification as to Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804.

(d) Set-off. In the event the 528 Ramp Property Purchase Price together with the prices of the Easement Parcel 801, Easement Parcel 802, Easement Parcel 803, and Easement Parcel 804 (the "Combined Purchase Price"), is higher than the Cargo Road Ramp Purchase Price, the Cargo Road Ramp Purchase Price shall be subtracted from the Combined Purchase Price, resulting in the "GOAA Purchase Price." GOAA will accept the GOAA Purchase Price and the Cargo Road Ramp Property, which price will be paid by the Rail Company. In the event that the Combined Purchase Price is higher than the Cargo Road Ramp Purchase Price, CFX will accept the 528 Ramp Property and the Easement Parcels in consideration of the conveyance of the Cargo Road Ramp Property; otherwise, CFX will accept the 528 Ramp Property, the Easement parcels, and the difference between the Cargo Road Ramp Purchase Price and the Combined Purchase Price, resulting in the "CFX Purchase Price," which price will be paid by the Rail Company.

(e) In connection with the appraisals to be prepared as provided herein, the Parties acknowledge and agree that the valuation of the property interests to be conveyed as it relates to the Properties shall not result in any loss of access or severance damage nor shall any other damage exist with respect to any remaining property owned or occupied by CFX, City or GOAA.

(f) The terms and conditions of Section 6(e) shall survive Closing. It is acknowledged and agreed that the payment of the CFX Purchase Price and the GOAA

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Purchase Price, as may be adjusted herein, represents full compensation to CFX, the City and GOAA for the Property.

7. **Conditions Precedent.**

(a) Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that GOAA, CFX and the City shall have no obligations to sell, transfer, convey or accept the Properties; and CFX, GOAA and the City shall have no obligation to accept the conveyances; and Rail Company shall have no obligation to fund the GOAA Purchase Price or the closing costs, unless and until (1) all Escrow Release Conditions contained in Exhibit 11 of that certain Rail Line Easement Agreement, as amended dated **January 22, 2014** between GOAA and Rail Company have been satisfied; (2) the Escrow Documents (as defined in the Rail Line Easement Agreement) shall be released from Escrow; and (3) any and all other conditions precedent to the Rail Project proceeding have been satisfied.

(b) Notwithstanding anything to the contrary contained in this Agreement, if at any time prior to Closing, Rail Company determines that the Properties are no longer needed for the development of the Rail Project, then Rail Company may, at its election, terminate this Agreement.

(c) Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and agree that GOAA, CFX, and the City shall have no obligations to sell, transfer, convey or accept the Properties; and CFX, GOAA and the City shall have no obligation to accept the conveyances; and Rail Company shall have no obligation to fund the GOAA Purchase Price or the closing costs, unless and until (1) CFX determines that the Cargo Road Ramp Property is excess property and can be declared as surplus property, including the adoption of the appropriate resolutions by the CFX Board after receipt of the necessary supporting documentation; (2) all the requirements set forth in CFX's Property Acquisition, Disposition & Permitting Procedures Manual ("Manual") have occurred, including those related to the Lease Purchase Agreement with the Florida Department of Transportation; (3) CFX approves the Rail Company's final construction plans; and (4) the Rail Company is not in breach of any of its obligations in any Easement Agreement with CFX or any other agreement with CFX related to the S.R. 528 corridor.

8. **Right of Entry; Insurance.**

(a) **Grant of Right of Entry for the 528 Ramp Property.** It is acknowledged and agreed by the Parties that the Rail Company's Project timing requires the Rail Company to enter onto the 528 Ramp Property and the Cargo Road Ramp Property to begin design, engineering and permitting the Rail Project and associated changes to S.R. 528 prior to the conveyance and grant of the property interests contemplated herein. In partial consideration of Rail Company's payment of the CFX Appraisal and GOAA Appraisal, by execution of this Agreement, GOAA and City agree and hereby grant to CFX, Rail Company, their respective employees, agents, engineers, contractors, assigns (including utility providers) and other representatives, for that period of time beginning upon the date

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hereof and ending upon conveyance of the 528 Ramp Property interest herein and subject to the other terms and conditions herein set forth, a non-exclusive right and license to enter upon, over, under, and through the 528 Ramp Property as may be necessary or desirable for the Rail Project, the 528 ramp, and related infrastructure. This right of entry shall include the right to enter upon, over, under, and through the 528 Ramp Property for the purposes of inspecting the 528 Ramp Property for design, engineering and permitting of the Rail Project as CFX or the Rail Company deem necessary or prudent and associated changes to S.R. 528 and related interchanges as CFX or the Rail Company deem necessary or prudent. Said right and license shall merge and terminate upon the conveyance of the Properties or upon termination of this Agreement.

(b) Insurance and Third Party Beneficiary for 528 Ramp Property. All work performed within the 528 Ramp Property under the rights of entry granted herein to the Rail Company or Rail Company's employees, agents, engineers, contractors, assigns (including utility providers) and other representatives shall be at the sole risk and expense of such parties performing such work and neither GOAA nor City shall have any liability for any injuries or damages sustained. Additionally, Rail Company shall require that its contractors, agents and consultants that carry out inspection work on the Property provide insurance in accordance with GOAA guidelines. Rail Company shall include in its applicable contracts related to the Rail Project that GOAA and City are third party beneficiaries of its contracts as to indemnification and an additional insured as to insurance related to use of the 528 Ramp Property or applicable portions thereof pursuant to the grants of right-of-entry.

Rail Company shall not unreasonably disturb any GOAA operations on the 528 Ramp Property or property adjoining the 528 Ramp Property or damage any improvements which may be located on the 528 Ramp Property or property adjoining the 528 Ramp Property. Rail Company shall not permit the filing of any liens against the 528 Ramp Property in connection with their respective inspection activities contemplated herein. In the event a claim of lien is filed against the 528 Ramp Property as a result of the inspection work by or on behalf of Rail Company, or as a result of other actions or omissions of Rail Company, then Rail Company (whichever party whose inspection work or other act or omission caused such lien to be filed) shall cause such lien to be satisfied or transferred to bond so as no longer to be a lien against the 528 Ramp Property within thirty (30) days after Rail Company received notice from GOAA that the claim lien has been filed. Rail Company shall maintain worker's compensation and liability insurance in accordance with GOAA's Risk Management/Safety policies and procedures contained in the GOAA Policy and Procedure Manual; such required insurance coverage to be maintained with insurance companies that are insurers of internationally recognized reputation in the aviation market. Rail Company shall cause its contractors, subcontractors, agents, and permittees accessing the 528 Ramp Property to maintain insurance coverage in accordance with GOAA's Risk Management/Safety policies and procedures contained in the GOAA Policy and Procedure Manual. Access to the Air Operations Area of the Airport is strictly prohibited.

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Rail Company shall furnish evidence of such insurance coverage prior to any contractor, subcontractor, agent, or permittee of Rail Company entering upon the 528 Ramp Property.

(c) Application for Temporary Right of Entry Permit for the Cargo Road Ramp Property. It is acknowledged and agreed by the Parties that the Rail Company's Project timing requires the Rail Company to enter onto the Cargo Road Ramp Property to begin design, engineering and permitting the Rail Project and associated changes to S.R. 528 prior to the conveyance and grant of the property interests contemplated herein. In order to obtain a Temporary Right of Entry ("TROE") Permit to enter upon the Cargo Road Ramp Property, Rail Company shall submit an Application for a TROE Permit, which shall be processed in accordance with CFX's Property Acquisition, Disposition & Permitting Procedures Manual. Said TROE shall merge and terminate upon the conveyance of the Properties or upon termination of this Agreement.

(d) Insurance and Third Party Beneficiary for Cargo Road Ramp Property. All work performed within the Cargo Road Ramp Property under the rights of entry granted herein to the City, GOAA, the Rail Company or GOAA's or Rail Company's employees, agents, engineers, contractors, assigns (including utility providers) and other representatives shall be at the sole risk and expense of such parties performing such work and CFX shall not have any liability for any injuries or damages sustained. Additionally, GOAA shall require that its contractors, agents and consultants that carry out inspection work on the Cargo Road Ramp Property provide insurance in accordance with GOAA's Risk Management/Safety policies and procedures contained in the GOAA Policy and Procedure Manual. GOAA shall include in its applicable contracts related to Cargo Road Ramp Property that CFX is a third party beneficiary of its contracts as to indemnification and an additional insured as to insurance related use of the Cargo Road Ramp Property or applicable portions thereof pursuant to the grants of right-of-entry.

Rail Company, City and GOAA shall not unreasonably disturb any CFX operations on the Cargo Road Ramp Property or property adjoining the Cargo Road Ramp Property or damage any improvements which may be located on the Cargo Road Ramp Property or property adjoining the Cargo Road Ramp Property. Rail Company, City and GOAA shall not permit the filing of any liens against the Cargo Road Ramp Property in connection with its inspection activities contemplated herein. In the event a claim of lien is filed against the Cargo Road Ramp Property as a result of the inspection work by or on behalf of Rail Company, City or GOAA, or as a result of other actions or omissions of Rail Company, City or GOAA, then Rail Company or GOAA shall cause such lien to be satisfied or transferred to bond so as no longer to be a lien against the Cargo Road Ramp Property within thirty (30) days after Rail Company or GOAA receives notice from CFX that the claim lien has been filed. Rail Company, City and GOAA shall maintain worker's compensation and liability insurance in accordance with CFX's guidelines. Rail Company, City and GOAA shall cause its contractors, subcontractors, agents, and permittees accessing the Cargo Road Ramp Property to maintain insurance coverage in accordance with CFX's guidelines.

Rail Company. City and GOAA shall furnish evidence of such insurance coverage prior to any contractor, subcontractor, agent, or permittee of Rail Company, City or GOAA entering upon the Cargo Road Ramp Property.

9. **Evidence of Title.**

(a) **528 Ramp Property and Easement Parcels.** Within sixty days of the Effective Date, Rail Company shall, at Rail Company's sole cost and expense, order a commitment from an agent of Rail Company's selection for a policy of Owner's Title Insurance (the "CFX Commitment") which shall be written on a title insurance company reasonably satisfactory and acceptable to CFX. Copies of all documents constituting the exceptions referred to in the CFX Commitment shall be attached thereto. The CFX Commitment shall bind the title company to deliver to CFX a policy of Owner's Title Insurance, which shall insure CFX's title to, in CFX's discretion, all of the 528 Ramp Property and the Easement Parcels in an amount satisfactory to CFX. In addition, Rail Company shall provide a survey of the 528 Ramp Property and Easement Parcels so that the Title Company will remove the exception from coverage relating to "rights, interests or claims . . . which a correct survey would disclose." CFX shall have ninety (90) days from the date of receipt of the CFX Commitment (or an update thereto) and survey to examine same and notify Rail Company of any defects, a defect being a matter which would render title unmarketable or otherwise unusable by CFX for its intended purposes; provided, however, it is expressly agreed CFX shall take title subject to those matters, if any, set forth on **Exhibit "J,"** attached hereto and incorporated herein (the "CFX Permitted Exceptions"), which survey shall be paid for by Rail Company. Any survey exceptions or matters not acceptable to CFX shall be treated as title defects. Rail Company shall have sixty (60) days within which to remove such defect(s), and shall use reasonable efforts to correct any such defect(s) in title within the time period provided therefore; provided, however, (i) Rail Company will not be required to file suit; (ii) Rail Company will not be required to expend more than \$10,000.00, excluding tax liens which will be paid in full, and (iii) GOAA and City shall not be required to expend any funds, in curing any such defect. If Rail Company is unsuccessful in removing same within said time period, CFX shall have the option of: (i) accepting title as it then is; (ii) terminating the Agreement, whereupon each party shall then be released of all further obligations related to the 528 Ramp Property; or (iii) electing to have Rail Company continue to take such reasonable steps as necessary to remove such defects. In the event the time period for cure of any such defects extends beyond the scheduled Closing Date as defined hereinafter, the Closing Date shall extend accordingly, at CFX's option. Those exception items listed in the CFX Commitment and accepted by CFX shall be deemed as CFX Permitted Exceptions. At Closing, since CFX desires title insurance, Rail Company shall pay the premium on behalf of CFX for the Owner's Title Insurance Policy to be issued (with the portion of the title premium for the Owner's Title Insurance Policy, calculated at the "Butler" rate, but in no event shall CFX be required to pay a portion of the premium).

(b) **Cargo Road Ramp Property.** Within sixty (60) days of the Effective Date, Rail Company shall, at Rail Company's sole cost and expense not to exceed \$500.00, order a commitment from an agent of Rail Company's selection for a policy of Owner's Title

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Insurance (the "GOAA Commitment") which shall be written on a title insurance company reasonably satisfactory and acceptable to GOAA. Copies of all documents constituting the exceptions referred to in the GOAA Commitment shall be attached thereto. The GOAA Commitment shall bind the title company to deliver to GOAA a policy of Owner's Title Insurance, which shall insure GOAA's title to, in GOAA's discretion, all or a portion of the Cargo Road Ramp Property in an amount satisfactory to GOAA. In addition, Rail Company shall provide a survey of the Cargo Road Ramp Property so that the Title Company will remove the exception from coverage relating to "rights, interests or claims . . . which a correct survey would disclose." GOAA shall have thirty (30) days from the date of receipt of the GOAA Commitment (or an update thereto) and survey to examine same and notify Rail Company of any defects, a defect being a matter which would render title unmarketable or otherwise unusable by GOAA for its intended purposes; provided, however, it is expressly agreed GOAA shall take title subject to those matters, if any, set forth on **Exhibit "K,"** attached hereto and incorporated herein (the "GOAA Permitted Exceptions"), which survey shall be paid for by Rail Company. Any survey exceptions or matters not acceptable to GOAA shall be treated as title defects. Rail Company shall have sixty (60) days within which to remove such defect(s), and shall use reasonable efforts to correct any such defect(s) in title within the time period provided therefore; provided, however, (i) Rail Company will not be required to file suit; and (ii) Rail Company will not be required to expend more than \$5,000.00 and (iii) CFX shall not be required to expend any funds in curing any such defect. If Rail Company is unsuccessful in removing same within said time period, GOAA shall have the option of: (i) accepting title as it then is; (ii) terminating the Agreement, whereupon each party shall then be released of all further obligations related to the Cargo Road Ramp Property, or (iii) electing to have Rail Company continue to take such reasonable steps as necessary to remove such defects. In the event the time period for cure of any such defects extends beyond the scheduled Closing Date as defined hereinafter, the Closing Date shall extend accordingly, at GOAA's option. Those exception items listed in the GOAA Commitment and accepted by GOAA shall be deemed as GOAA Permitted Exceptions. At Closing, if GOAA elects to obtain title insurance, Rail Company shall pay the premium on behalf of GOAA for the Owner's Title Insurance Policy to be issued (with the portion of the title premium for the Owner's Title Insurance Policy, calculated at the "Butler" rate, but in no event shall CFX be required to pay a portion of the premium).

(c) As-Is Conveyance. The Cargo Road Ramp Property is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the closing date, without any representations or warranties by CFX as to any condition of the Property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. CFX makes no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of Cargo Road Ramp Property, or any part thereof, or to the fitness of the Cargo Road Ramp Property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the Cargo Road Ramp Property, or the failure of the Cargo Road Ramp Property to meet any standards. In no event shall CFX be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are

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discovered on, at or under the Cargo Road Ramp Property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. (CFX Manual, Sec. 5-6.09)

GOAA and the City have read and understands the provisions of this Section and acknowledge and agree that except as expressly set forth in this Agreement, it is acquiring the Cargo Road Ramp Property “**AS-IS, WHERE IS AND WITH ALL FAULTS**” and that CFX has disclaimed herein any and all warranties, express or implied.

(d) As-Is Conveyance. The 528 Ramp Property is being conveyed “AS IS, WHERE IS, WITH ALL FAULTS,” in such condition as the same may be on the closing date, without any representations or warranties by City and GOAA as to any condition of the Property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. City and GOAA make no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of 528 Ramp Property, or any part thereof, or to the fitness of the 528 Ramp Property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the 528 Ramp Property, or the failure of the 528 Ramp Property to meet any standards. In no event shall City and GOAA be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the 528 Ramp Property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing.

CFX has read and understands the provisions of this Section and acknowledge and agree that except as expressly set forth in this Agreement, it is acquiring the 528 Ramp Property “**AS-IS, WHERE IS AND WITH ALL FAULTS**” and that City and GOAA have disclaimed herein any and all warranties, express or implied.

10. **Closing Date, Closing Procedures and Requirements.**

(a) Closing Date. The closing of the transaction contemplated under this Agreement (the “Closing”) shall be held on a day and time mutually agreeable to the Parties upon not less than fifteen (15) days' written notice to CFX, City and GOAA after Conditions Precedent have been met, unless such date is extended in order to secure the required Deed of Release and other releases from the Federal Aviation Administration (“FAA”) or by agreement in writing by the Parties (the “Closing Date”). Closing shall occur at the offices of CFX’s attorney or any other place which is mutually acceptable to the Parties. Without limiting anything contained herein, Closing may be accomplished by mail or courier. The Closing shall occur after satisfaction of the conditions precedent set forth in Section 7 above. The parties agree that the Closing shall occur on or before **December 31, 2018**, unless extended by written agreement approved by the City, GOAA, and CFX, through the Mayor, Chief Executive Officer, and Executive Director,

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respectively. In the event that the Closing does not occur prior to the deadline, as it may be extended, this Agreement automatically terminates.

(b) Conveyance of Title for 528 Ramp Property. At the Closing, City and GOAA shall execute and deliver to CFX a Special Warranty Deed, substantially in the form of **Exhibit "G"**, conveying fee simple marketable record title to the 528 Ramp Property to CFX, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except the Permitted Exceptions. GOAA shall execute a Consent to said deed, as required by CFX. Additionally, at Closing, GOAA, at GOAA's cost, shall deliver to CFX an executed FAA letter and Deed of Release as to the 528 Ramp Property pursuant to paragraph 26. In the event any mortgage, lien or other encumbrance encumbers 528 Ramp Property at Closing and is not paid and satisfied by GOAA, such mortgage, lien or encumbrance shall, at CFX's election, be satisfied and paid by Rail Company. City, GOAA, and CFX agree that such documents, resolutions and certificates as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at Closing, including, without limitation, an affidavit by GOAA and/or City in form sufficient to enable CFX's title company to delete all standard title exceptions from CFX's title policy.

(c) Conveyance of Title for Cargo Road Ramp Property. At the Closing, CFX shall execute and deliver to GOAA, a Special Warranty Deed, substantially in the form of **Exhibit "H"** conveying fee simple marketable record title to the Cargo Road Ramp Property to GOAA, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except the Permitted Exceptions, the preservation or reestablishment of CFX's limited access boundaries and rights as set forth in the legal descriptions, the Special Warranty Deed, or official public records, and easements for existing drainage or other such encumbrances that are necessary or beneficial for CFX to retain pursuant to that certain Drainage Easement Agreement to be dated as of the Closing Date. In the event any mortgage, lien or other encumbrance encumbers Cargo Road Ramp Property at Closing and is not paid and satisfied by CFX, such mortgage, lien or encumbrance shall, at GOAA's election, be satisfied and paid with the proceeds of the GOAA Purchase Price and the GOAA Purchase Price shall be increased by the amount so paid. City, GOAA, and CFX agree that such documents, resolutions and certificates as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at Closing, including, without limitation, an affidavit by CFX in form sufficient to enable GOAA's title company to delete all standard title exceptions from GOAA's title policy, should GOAA elect to obtain a title policy, subject to CFX approval of the form of the affidavit.

(d) Conveyance of Possession of 528 Ramp Property. City and GOAA shall deliver exclusive possession of the 528 Ramp Property to CFX at Closing.

(e) Conveyance of Possession of Cargo Road Ramp Property. CFX shall deliver exclusive possession of the Cargo Road Ramp Property to the City and GOAA at Closing, subject to the drainage easement in favor of CFX, preservation or reestablishment of CFX's limited access boundaries where applicable, and such encumbrances that are

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necessary or beneficial for CFX to retain pursuant to that certain Drainage Easement Agreement to be dated as of the Closing Date.

(f) Conveyance of Easement in Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804. At the Closing, City and GOAA shall execute and deliver to CFX, a Drainage Easement, substantially in the form of **Exhibit "I"** conveying a non-exclusive drainage easement in Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 to CFX, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except the Permitted Exceptions. Additionally, at Closing, GOAA, at GOAA's cost, shall deliver to CFX an executed FAA letter and Deed of Release as to the Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 pursuant to paragraph 26. In the event any mortgage, lien or other encumbrance encumbers Easement Parcel 801 and/or Easement Parcel 802, Easement Parcel 803 and/or Easement Parcel 804, or the underlying fee simple interests, at Closing and is not paid and satisfied by GOAA, such mortgage, lien or encumbrance shall, at CFX's election, be satisfied and paid with the proceeds of the GOAA Purchase Price. City, GOAA, and CFX agree that such documents, resolutions and certificates as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at Closing, including, without limitation, an affidavit by GOAA and/or City in form sufficient to enable CFX's title company to delete all standard title exceptions from CFX's title policy.

(g) Prorating of Taxes and Assessments. Rail Company shall pay all taxes, assessments, and charges applicable to the Cargo Road Ramp Property, 528 Ramp Property and the Easement Parcels, if any, for all years through the Closing Date.

(h) Closing Costs. Rail Company shall, at Closing, pay: (i) all real property transfer and transaction taxes and levies, including documentary stamps on the deeds and easements, if any, relating to the purchase and sale of the Properties (provided, that the Parties shall cooperate in good faith to evidence and confirm all applicable exemptions from said taxes); (ii) the cost of recording the deeds and easements for Properties; (iii) all costs pertaining to the Commitments, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements requested by CFX, the City and GOAA including but not limited to the ALTA 9-06 Endorsement (commonly known as the "Florida Form 9"), and all costs related to the issuance of the Commitments and any title insurance policy insuring title to the Properties or any portion thereof; (iv) all of the costs and expenses associated with the surveying of the Properties and preparation of the legal descriptions and sketch of descriptions thereof; and (v) all costs of CFX and the City and GOAA's due diligence inspections of the Property. For the 528 Ramp Property and Easement Parcels, GOAA shall pay: (i) all costs of recording corrective title documents, if any, required in order to deliver title in condition as provided in Paragraph 9(a) above. GOAA shall pay the costs associated with obtaining the Deed of Release from the Federal Aviation Administration ("FAA"). For the Cargo Road Ramp Property, Rail Company shall pay all costs of recovering corrective title documents, if any, required in order to deliver title in condition as provided in Paragraph 9(b) above. Each party shall pay its own attorneys' fees and costs in connection with this Agreement and the Closing, with

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the exception that Rail Company shall also pay the fees and costs of attorneys representing CFX in connection with this Agreement and the Closing. All other costs incurred at Closing shall be borne by the Rail Company.

11. **Warranties and Representations of GOAA.** To induce CFX and Rail Company to enter into this Agreement and to purchase the 528 Ramp Property and easements, GOAA, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of GOAA's knowledge:

(a) That, pursuant to the GOAA Act and the Operating Agreement and subject to issuance of the necessary deed and letters of release from the FAA, GOAA has the full right, power, and authority to enter into and deliver this Agreement, to sell, convey and consent to the purchase and sale and conveyance of the 528 Ramp Property and Drainage Easements in accordance herewith and to perform all covenants and agreements of GOAA hereunder.

(b) Pursuant to the GOAA Act and the Operating Agreement, GOAA has the present, exclusive right to occupy, operate, control and use the 528 Ramp Property and the Easement Parcels, and there are no tenancy, rental or other occupancy agreements affecting the 528 Ramp Property and the Easement Parcels other than the Permitted Exceptions.

(c) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the 528 Ramp Property and the Easement Parcels or any portion thereof, or relating to or arising out of the ownership of the 528 Ramp Property and the Easement Parcels, in any court, or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(d) With the exception of the notice provisions associated with surplus federal property, no person, firm or other legal entity other than CFX has any right or option whatsoever to acquire the interest contemplated herein as to the 528 Ramp Property and the Drainage Easements or any portion or thereof or any interest therein.

(e) Subject to obtaining written consent from the FAA, that the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by GOAA of any provision of any agreement or other instrument to which GOAA is a party or to which GOAA may be subject although not a party or which may otherwise affect or encumber the 528 Ramp Property and the Easement Parcels, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against GOAA, including, without limitation, the covenants contained in that certain Quit Claim Deed recorded in Official Records Book 933, Page 129, Public Records of Orange County, Florida.

(f) Subject to issuance of a deed and letter of release from the FAA, that the sale of the 528 Ramp Property and Easement Parcels to CFX and the use of the 528 Ramp

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Property and Easement Parcels will not interfere with the landing and takeoff of aircraft at the Orlando International Airport, nor interfere with the air navigation and or communication facilities serving the Orlando International Airport nor otherwise constitute an airport hazard.

(g) To the best knowledge of GOAA, as of the date of this Agreement, GOAA has not received written notice from any governmental authority or agency of any material violation with respect to the 528 Ramp Property and the Easement Parcels of laws relating to Hazardous Materials (as hereinafter defined) which violation remains uncured in any material respect. For purposes of this Agreement, the term Hazardous Materials shall mean (a) any toxic substance or hazardous waste, hazardous substance or related hazardous material; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of presently existing federal, state or local safety guidelines, whichever are more stringent; and (c) any substance, material or chemical which is defined as or included in the definition of "hazardous substances", "toxic substances", "hazardous materials", "hazardous wastes" or words of similar import under any federal, state or local statute, law, code, or ordinance or under the regulations adopted or guidelines promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq., provided, however, that the term "Hazardous Material" shall not include (i) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline, or (ii) materials which are stored or used in the ordinary course of operating the 528 Ramp Property.

(h) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(i) In the event that any changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which GOAA has knowledge, GOAA shall immediately disclose same to CFX and Rail Company when such knowledge is first available; and in the event of any change which may be deemed by CFX to be materially adverse, CFX may, at its election, terminate this Agreement.

12. **Warranties and Representations of City.** To induce CFX and Rail Company to enter into this Agreement and to purchase the 528 Ramp Property, City, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of City's knowledge:

(a) That City, as fee simple owner of the 528 Ramp Property and the Easement Parcels, has taken all steps necessary under its Charter, the GOAA Act, and the Operating

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Agreement to approve and authorize the sale and conveyance of the 528 Ramp Property and the Drainage Easements contemplated herein, including, without limitation, conveyance of the fee simple [and the granting of perpetual easements]. Further, no person, firm or other legal entity other than CFX has any right or option whatsoever to acquire the interest contemplated herein as to the 528 Ramp Property and the Drainage Easements or any portion thereof or any interest therein.

(b) To the best knowledge of the City, there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the 528 Ramp Property or the Easement Parcels or any portion thereof or relating to or arising out of City's fee ownership of the 528 Ramp Property and the Easement Parcels, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(c) Subject to obtaining written consent from the FAA, that the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by City of any provision of any agreement or other instrument to which City is a party, or to which City may be subject although not a party or which may otherwise affect or encumber the 528 Ramp Property and the Easement Parcels, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against City, including, without limitation, the covenants contained in that certain Quit Claim Deed recorded in Official Records Book 933, Page 129, Public Records of Orange County, Florida.

(d) To the best knowledge of City, as of the date of this Agreement, City has not received written notice from any governmental authority or agency of any material violation with respect to the 528 Ramp Property and the Easement Parcels of laws relating to Hazardous Materials (as hereinafter defined) which violation remains uncured in any material respect. For purposes of this Agreement, the term Hazardous Materials shall mean (a) any toxic substance or hazardous waste, hazardous substance or related hazardous material; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of presently existing federal, state or local safety guidelines, whichever are more stringent; and (c) any substance, material or chemical which is defined as or included in the definition of "hazardous substances", "toxic substances", "hazardous materials", "hazardous wastes" or words of similar import under any federal, state or local statute, law, code, or ordinance or under the regulations adopted or guidelines promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq., provided, however, that the term "Hazardous Material" shall not include (i) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline, or (ii) materials which are stored or used in the ordinary course of operating the 528 Ramp Property.

(e) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(f) In the event that any changes occur as to any information, documents, or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which City has knowledge, City shall immediately disclose same to CFX and Rail Company when such knowledge is first available; and in the event of any change which may be deemed by CFX to be materially adverse, CFX may, at its election, terminate this Agreement.

13. **Warranties and Representations of CFX.** To induce the City and GOAA to enter into this Agreement and to purchase the Cargo Road Ramp Property, CFX, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of CFX's knowledge:

(a) That, pursuant to the CFX Act, CFX has the full right, power, and authority to enter into and deliver this Agreement, to sell, convey and consent to the purchase and sale and conveyance of the Cargo Road Ramp Property in accordance herewith, including, without limitation, conveyance of the Cargo Road Ramp Property and to perform all covenants and agreements of CFX hereunder.

(b) Pursuant to the CFX Act, CFX has the present, exclusive right to occupy, operate, control and use the Cargo Road Ramp Property, and there are no tenancy, rental or other occupancy agreements affecting the Cargo Road Ramp Property other than the Permitted Exceptions.

(c) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Cargo Road Ramp Property or any portion thereof, or relating to or arising out of the ownership of the Cargo Road Ramp Property, in any court, or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(d) With the exception of the items in the official public records and the reserved drainage easement, no person, firm or other legal entity other than GOAA and City have any right or option whatsoever to acquire the interest contemplated herein as to the Cargo Road Ramp Property or any portion or thereof or any interest therein.

(e) The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by CFX of any provision of any agreement or other instrument to which CFX is a party or to which CFX may be subject although not a party or which may otherwise affect or encumber the Cargo Road Ramp Property, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against CFX.

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(f) To the best knowledge of CFX, as of the date of this Agreement, CFX has not received written notice from any governmental authority or agency of any material violation with respect to the Property of laws relating to Hazardous Materials (as hereinafter defined) which violation remains uncured in any material respect. For purposes of this Agreement, the term Hazardous Materials shall mean (a) any toxic substance or hazardous waste, hazardous substance or related hazardous material; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of presently existing federal, state or local safety guidelines, whichever are more stringent; and (c) any substance, material or chemical which is defined as or included in the definition of "hazardous substances", "toxic substances", "hazardous materials", "hazardous wastes" or words of similar import under any federal, state or local statute, law, code, or ordinance or under the regulations adopted or guidelines promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq., provided, however, that the term "Hazardous Material" shall not include (i) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline, or (ii) materials which are stored or used in the ordinary course of operating the Property.

(g) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(h) In the event that any changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which CFX has knowledge, CFX shall immediately disclose same to GOAA when such knowledge is first available; and in the event of any change which may be deemed by GOAA to be materially adverse, GOAA may, at its election, terminate this Agreement.

14. **Defaults.** In the event any party breaches any warranty or representation contained in this Agreement, or fails to comply with or perform any of the conditions to be complied with, or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, a non-defaulting party, in its sole discretion, shall be entitled to: (i) exercise any and all rights and remedies available to it under this Agreement, at law and in equity, including without limitation, the right of specific performance; or (ii) terminate this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the right of specific performance shall automatically terminate one (1) year from the date on which this Agreement has been executed by all parties, unless extended by approval of the GOAA Chief Executive Officer and CFX Executive Director. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or

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effect. Prior to exercising any remedies, the non-defaulting party shall provide the defaulting party with thirty (30) days' written notice and opportunity to cure the default.

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

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

Copy to: Joseph L. Passiatore, Esq.
General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

GOAA: GREATER ORLANDO AVIATION AUTHORITY
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Chief Executive Officer

Copy to: MARCHENA AND GRAHAM, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814
Attn: Marcos R. Marchena, Esq.

CITY: CITY OF ORLANDO
400 South Orange Avenue
Orlando, Florida 32801
Attn: Chief Administrative Officer

Copy to: CITY OF ORLANDO
Office of Legal Affairs
400 South Orange Avenue
Orlando, Florida 32801
Attn: Roy K. Payne, Esq.

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RAIL COMPANY: ALL ABOARD FLORIDA – OPERATIONS LLC
2855 LeJeune Road, 4th Floor
Coral Gables, FL 33134
Attention: P. Michael Reininger

Copy to: ALL ABOARD FLORIDA – OPERATIONS LLC
2855 LeJeune Road, 4th Floor
Coral Gables, FL 33134
Attention: Kolleen Cobb

Copy to: AKERMAN LLP
350 East Las Olas Boulevard, Suite 1600
Fort Lauderdale, FL 33301
Attention: Eric D. Rapkin

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

16. **General Provisions.** No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter of this Agreement, 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 all 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. Wherever under the terms and provisions of this Agreement, the time for performance falls upon a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. City, GOAA, and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The parties hereto agree that venue for any legal action authorized hereunder shall be exclusively in the state courts of Orange County, Florida.

17. **Survival of Provisions.** All covenants, representations, and warranties set forth in this Agreement shall survive the Closing, and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under,

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pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

18. **Severability.** 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.

19. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, each party shall bear their own fees, costs and expenses..

20. **Waiver of Jury Trial.** THE PARTIES VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

21. **Radon Gas.** Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

22. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that CFX, City, GOAA, or Rail Company executes this Agreement.

23. **Release for 528 Ramp Property, Easement 801, Easement 802, Easement 803, and Easement 804.**

(a) **City and GOAA Release.** By execution of this Agreement, City and GOAA acknowledge and agree that the amounts set forth in this Agreement represent the full compensation to City and GOAA for the 528 Ramp Property and the Drainage Easements, and City and GOAA each hereby waives and releases CFX and Rail Company from any claim for loss of access or severance damages to any remaining property owned or occupied by City or GOAA, that results from the CFX's acquisition of the 528 Ramp Property and the Drainage Easements, or construction of improvements thereon. Nothing contained herein shall release CFX from its liabilities or obligations with respect to (i) warranties, representations and covenants in the Agreement expressly surviving Closing, or (ii) any loss or damages caused by the negligence or willful wrongdoing of CFX, its employees, contractors or agents.

(b) **CFX Release.** By execution of this Agreement, CFX acknowledges and agrees that as of the date of City's execution and delivery of the deed, and GOAA's consent

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thereto, CFX shall remise, release, acquit, satisfy, and forever discharge City and GOAA of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which CFX may have against City or GOAA for, upon, or by reason pertaining to the physical condition or suitability for use of the 528 Ramp Property; provided, however, such release shall specifically exclude (i) any warranties, representations and covenants in the Agreement expressly surviving Closing; (ii) any misrepresentation by City or GOAA regarding this Agreement; or (iii) any loss or damages caused by the negligence or willful wrongdoing of City or GOAA, or their respective employees, contractors, or agents.

24. **Release for Cargo Road Ramp Property.**

(a) **CFX Release.** By execution of this Agreement, CFX acknowledges and agrees that the amounts set forth in this Agreement represent the full compensation to CFX for the Cargo Road Ramp Property, and CFX hereby waives and releases GOAA and City from any claim for loss of access or severance damages to any remaining property owned or occupied by CFX that results from the GOAA and City's acquisition of the Cargo Road Ramp Property, or construction of improvements thereon. Nothing contained herein shall release GOAA from its liabilities or obligations with respect to (i) warranties, representations and covenants in the Agreement expressly surviving Closing, or (ii) any loss or damages caused by the negligence or willful wrongdoing of GOAA and City, and their respective employees, contractors or agents.

(b) **GOAA and City Release.** By execution of this Agreement, GOAA and City acknowledge and agree that as of the date of CFX's execution and delivery of the deed, GOAA and City shall remise, release, acquit, satisfy, and forever discharge CFX of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which GOAA and City may have, against CFX for, upon, or by reason pertaining to the physical condition or suitability for use of the Cargo Road Ramp Property; provided, however, such release shall specifically exclude (i) any warranties, representations and covenants in the Agreement expressly surviving Closing; (ii) any misrepresentation by CFX regarding this Agreement; or (iii) any loss or damages caused by the negligence or willful wrongdoing of CFX, or its employees, contractors, or agents.

(c) **Limited-Access Lines.** In further consideration of CFX's agreement to release or partially release any limited-access line, GOAA and the City hereby release and discharge CFX from all past, present and future claims or actions arising out of, or in any way connected with, the location or relocation of the limited-access lines, including any claim for loss of access to any party's remaining property, business damages, severance damages or any other damages. The release or partial release of any limited-access line shall expressly state that it is not conveying or restoring any other abutter's rights including, without limitation, any claims for air, light and view between any abutting property and CFX's property. (CFX Manual, Sec. 5-7.05)

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25. **Brokerage.** City, GOAA, Rail Company and CFX hereby represent and warrant each to the other that said warranting party has not engaged or dealt with any agent, broker, or finder in regard to this Agreement, or to the sale and purchase of the Property contemplated hereby. It is agreed by all parties hereto that any warranting party breaching or having breached this warranty shall indemnify all other non-breaching warranting parties for any damages, fines, penalties or losses incurred by them as a result of or arising from such breach. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City, GOAA, or CFX may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

26. **FAA Requirements.** On or before Closing, GOAA shall request any releases or other documentation required from the FAA as it relates to the 528 Ramp Property and the Easement Parcels. The Parties' obligation to close is subject to the FAA issuing the required deeds and letters of release. The FAA requires certain provisions be made to the Agreement as a condition of the Deeds of Release being issued by the FAA, and in accordance with the requirements of the FAA, CFX, City and GOAA hereby agree to the following provisions as conditions of conveyance for the 528 Ramp Property and the Drainage Easements as follows (i.e., the following or substantially similar language will be included as part of the covenants, conditions and restrictions in the deeds conveying the 528 Ramp Property and the Drainage Easements):

(i) City and GOAA reserve unto themselves, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of, or in the said airspace, for use of said airspace for landing on, or taking off from, or operating on Orlando International Airport.

(ii) CFX, City and GOAA expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with the FAA Regulations, Part 77.

(iii) CFX, City and GOAA expressly agree for themselves, their successors and assigns, to prevent any use of the herein described real property which would interfere with the landing or takeoff of aircraft at the Orlando International Airport, or interfere with the air navigation, and or communication facilities serving the Airport, or otherwise constitute an airport hazard.

(iv) CFX, City and GOAA, and their successors and assigns shall not permit/afford access from the subject 528 Ramp Property onto Orlando International Airport Property for aeronautical purposes.

(v) City and GOAA shall insure that if the 528 Ramp Property is used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the 528 Ramp Property

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to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6B, paragraph 22.17.e.

27. **Exhibits.** The following Exhibits are attached hereto and incorporated herein by reference:

- Exhibit "A"— 528 Ramp Property
- Exhibit "B"— Cargo Road Ramp Property
- Exhibit "C"— Easement Parcel 801
- Exhibit "D"— Easement Parcel 802
- Exhibit "E"— Easement Parcel 803
- Exhibit "F"— Easement Parcel 804
- Exhibit "G"— Form of Special Warranty Deed (528 Ramp Property)
- Exhibit "H"— Form of Special Warranty Deed (Cargo Road Property)
- Exhibit "I"— Form of Drainage Easement
- Exhibit "J"— CFX Permitted Exceptions
- Exhibit "K"— GOAA Permitted Exceptions

28. Intentionally Deleted.

29. **Warranties and Representations of Rail Company.** To induce CFX to enter into this Agreement and to purchase the 528 Ramp Property and to induce City and GOAA to enter this Agreement and to purchase the Cargo Road Ramp Property, the Rail Company, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of the Rail Company's knowledge:

(a) That the use of the 528 Ramp Property by Rail Company for the Rail Project, or other ancillary uses, including all rail cars and other structures to be placed thereon or therein by the Rail Company, will not violate the height limitations necessary to comply with the FAA Regulations, Part 77.

(b) That the Rail Company acknowledges and agrees to comply with all FAA Requirements set forth in Section 26 herein.

(c) That the Rail Company will not object to whatever condition that CFX accepts title to the 528 Ramp Property and will not object to the condition of the 528 Ramp Property once purchased, and the Rail Company agrees that its final construction plans are subject to CFX's approval.

(d) That the Rail Company will not object to whatever condition that GOAA and the City accept title to the Cargo Road Ramp Property and will not object to the condition of the Cargo Road Ramp Property once purchased.

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[SIGNATURE PAGES FOLLOWING]

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

“CITY”
CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation

ATTEST:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

[Official Seal]

Date: _____

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF
ORLANDO, ONLY, THIS ___ DAY OF
_____, 2018.

By: _____

City Attorney

Printed Name: _____

“GOAA”
GREATER ORLANDO AVIATION
AUTHORITY

ATTEST:

Dayci S. Burnette-Snyder,
Assistant Secretary

By: _____

Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: _____, 2018

APPROVED AS TO FORM AND
LEGALITY this ___ day of
_____, 2018, for the use and
reliance by the GREATER ORLANDO
AVIATION AUTHORITY, only.
Marchena and Graham, P.A., General
Counsel.

By: _____

Marchena and Graham, P.A.

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“CFX”
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida

ATTEST:

Regla Lamaute, Executive Assistant

By: _____
Laura Kelley, Executive Director

Date: _____, 2018

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

Counsel.

By: _____
Print: _____
Date: _____, 2018

ALL ABOARD FLORIDA –
OPERATIONS LLC

ATTEST:

Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____
Dated: _____, 2018

WITNESSES:

Print Name: _____

Print Name: _____

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EXHIBIT "A"
(528 RAMP PROPERTY)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: 100
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

A parcel of land lying in Section 36, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 6"x6" concrete monument marking the Northwest Corner of Section 36, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°06'58" East, along the West line of the Northwest 1/4 of said Section 36, a distance of 1249.88 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority, Section 1.1 and 1.2 and Project 907 Right-of-Way Maps; thence run along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run South 89°53'39" East, a distance of 2364.44 feet for the POINT OF BEGINNING; thence continue South 89°53'39" East, a distance of 238.95 feet; thence run South 89°39'53" East, a distance of 392.00 feet; thence run South 79°44'28" East, a distance of 940.93 feet to the Northwest corner of Lot 1 of the plat of "7 - ELEVEN STORE NO. 27590" as recorded in Plat Book 76 at Page 119 of the Public Records of Orange County, Florida; thence departing said existing southerly Limited Access Right-of-Way Line, run South 30°06'18" East, along the west line of said Lot 1, a distance of 47.70 feet; thence departing said west line, run North 89°00'03" West, a distance of 381.24 feet to a point of curvature of a curve concave to the northeast; thence run northwesterly along the arc of said curve having a radius of 1216.00 feet, a central angle of 13°47'50", a chord length of 282.12 feet bearing North 81°06'08" West, an arc distance of 292.82 feet; thence run North 74°12'13" West, a distance of 240.19 feet to a point of curvature of a curve concave to the southwest; thence run northwesterly along the arc of said curve having a radius of 2530.00 feet, a central angle of 08°28'51", a chord length of 374.14 feet bearing North 78°26'38" West, an arc distance of 374.49 feet; thence run North 82°41'04" West, a distance of 314.91 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way.

Containing 2.28 acres, more or less.

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B. = Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- CD = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID = Identification
- 1/4 = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Fl. Expressway Authority
- R/W = Right-of-Way
- C = Centerline
- ||— = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- POC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- — — = section line
- — — = 1/4 section line
- OOCEA = Orlando Orange County Expressway Authority
- No. = Number

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) . US Survey Foot, based on the north line of the northwest 1/4 of Section 36, Township 23 South, Range 30 East as being South89°55'17" East. The average combined scale factor is 0.9999452.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539A-1-ORL was reviewed by this firm. Schedule B-ii exceptions, if any, that can be plotted are shown.

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

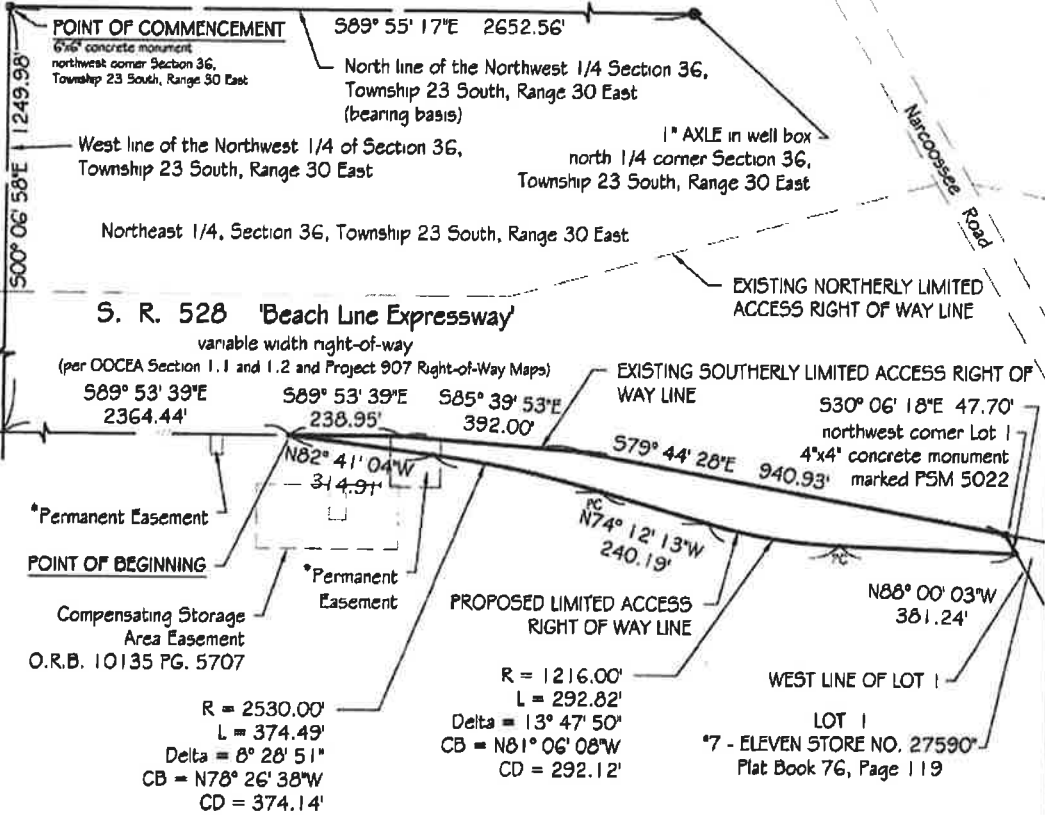
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

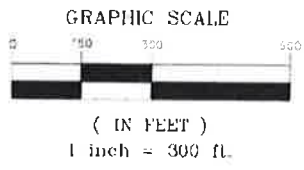
THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	Amec Foster Wheeler Environment & Infrastructure, Inc.		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 8374150802	75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 232-7370		DATE: _____ BY: _____	
APPROVED BY: RMJ		Certificate of Authorization Number LB 0007932		SCALE: 1" = 100'-0" (AS SHOWN)	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: 100
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



* as depicted on Orlando-Orange County Expressway Authority SR 528 Right-of-Way Map Project 907



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 11/24/2015	Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 622-7670 Cert. Code of Authorization Number 18-0007832		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY
APPROVED BY: RMJ					

EXHIBIT "B"
(CARGO ROAD RAMP PROPERTY)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-900
PARCEL No.: C-4 (PARTIAL)
ESTATE: FEE SIMPLE

A parcel of land lying in Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 90d Nail marking the Northwest Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°08'13" East, along the West line of the Northwest 1/4 of said Section 34, a distance of 2817.96 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as described in Official Records Book 3313 at Page 1917 of the Public Records of Orange County, Florida and a point on a non-tangent curve concave to the north; thence northeasterly along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run northeasterly along the arc of said curve having a radius of 420.00 feet, a central angle of 08°49'01", a chord length of 84.57 feet bearing North 68°30'28" East, an arc distance of 84.63 feet; thence run North 63°53'38" East, non-tangent to said curve, a distance of 263.53 feet to point of curvature of a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve having a radius of 880.00 feet, a central angle of 19°05'38", a chord length of 291.90 feet bearing North 73°27'27" East, an arc distance of 293.25 feet; thence run North 83°01'47" East, non-tangent to said curve, a distance of 451.28 feet to the POINT OF BEGINNING; thence departing said existing southerly Limited Access Right-of-Way Line, run North 14°23'08" East, a distance of 88.02 feet to the south boundary of a parcel of land identified as pole square "sign number 136 east" as described in Official Records Book 10401 at Page 5080 of said Public Records; thence run South 60°05'11" East, along the said south boundary, a distance of 3.20 feet; thence North 09°54'49" East, along the east boundary of said parcel, a distance of 10.00 feet; thence North 80°05'11" West, along the north boundary of said parcel, a distance of 2.42 feet; thence departing said north boundary, run North 14°23'08" East, a distance of 113.90 feet; thence run North 83°00'42" East, a distance of 36.08 feet to said existing southerly Limited Access Right-of-Way Line; thence run South 06°43'35" West, along said existing southerly Limited Access Right-of-Way Line, a distance of 203.18 feet; thence run South 63°01'47" West, along said existing southerly Limited Access Right-of-Way Line, 85.15 feet to the POINT OF BEGINNING.

Containing 9963 square feet or 0.229 acres, more or less.

Reserving all rights of ingress, egress, light, air and view to, from or across any Central Florida Expressway Authority right-of-way property which may otherwise accrue to any property adjoining said right-of-way. Subject to permanent drainage easement in favor Central Florida Expressway Authority.

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East as being North89°50'49" East. The average combined scale factor is 0.9999476.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other Instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B. = Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- C = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID = Identification
- 1/A = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- ⊙ = Centerline
- ⊙ = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- = 1/4 section line

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

DRAFT

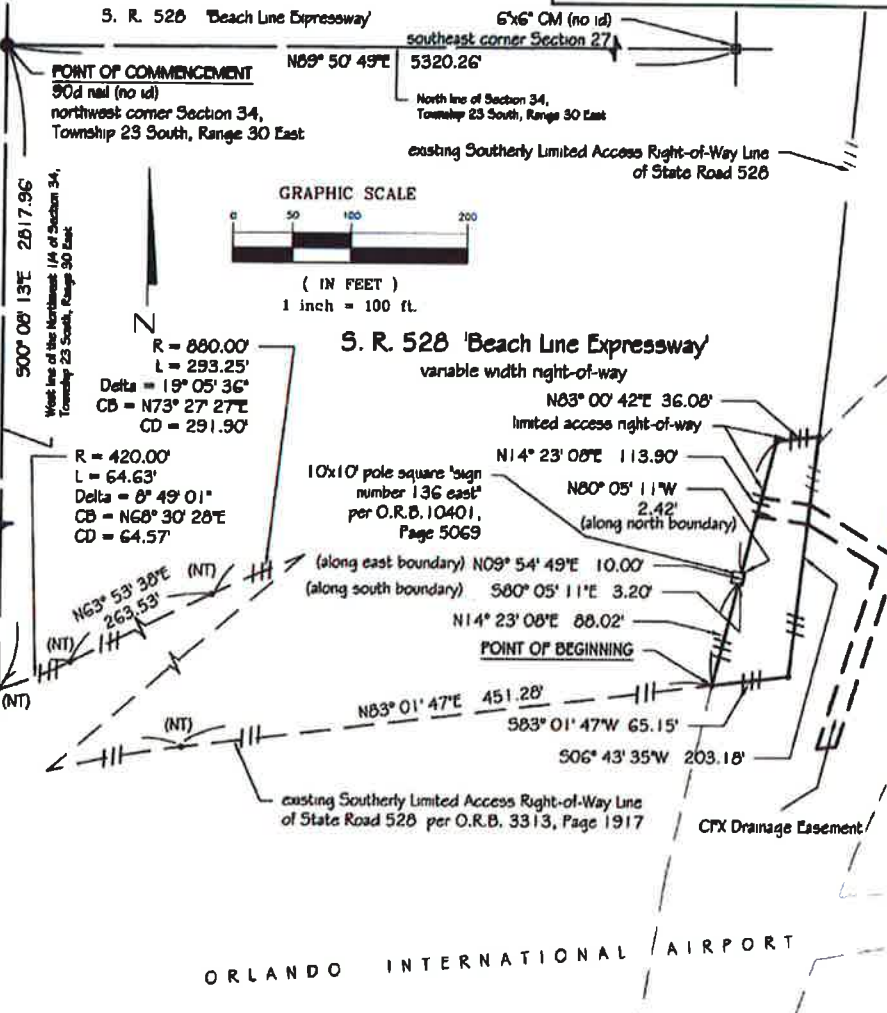
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 09/27/2015	AMEC Environmental & Infrastructure, Inc.		REVISED DWS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802	21 E. Lake Avenue, Suite 200 Orlando, FL 32804 USA Phone (407) 522-1000		DATE	
APPROVED BY: RMJ				BY	
		<small>California State License Number LR 0007002</small>		<small>DATE</small>	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: C-4 (PARTIAL)
ESTATE: FEE SIMPLE



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 09/22/2015	AMEC Environment & Infrastructure, Inc.		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802	15 East America Street, Suite 2015 Orlando, FL 32801 USA Phone: (407) 522-7570		DATE:	BY:
APPROVED BY: RMJ		Certificate of Registration Number LB-0007032		DATE: 09/22/2015	

EXHIBIT "C"
(EASEMENT PARCEL 801)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #1
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 90d Nail marking the Northwest Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°08'13" East, along the West line of the Northwest 1/4 of said Section 34, a distance of 2817.96 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as described in Official Records Book 3313 at Page 1917 of the Public Records of Orange County, Florida and a point on a non-tangent curve concave to the north; thence northeasterly along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run northeasterly along the arc of said curve having a radius of 420.00 feet, a central angle of 08°49'01", a chord length of 64.57 feet bearing North 68°30'28" East, an arc distance of 64.63 feet; thence run North 63°53'38" East, non-tangent to said curve, a distance of 263.53 feet to point of curvature of a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve having a radius of 880.00 feet, a central angle of 19°05'38", a chord length of 291.90 feet bearing North 73°27'27" East, an arc distance of 293.25 feet; thence run North 83°01'47" East, non-tangent to said curve, a distance of 451.28 feet; thence run North 14°23'08" East, a distance of 88.02 feet to a parcel of land identified as pole square "sign number 136 east" as described in Official Records Book 10401 at Page 5069 of said Public Records; thence run South 80°05'11" East, a distance of 3.20 feet; thence North 09°54'49" East, a distance of 10.00 feet; thence North 80°05'11" West, a distance of 2.42 feet; thence departing said parcel of land, run North 14°23'08" East, a distance of 48.93 feet to the POINT OF BEGINNING; thence run North 14°23'08" East, a distance of 16.18 feet; thence run South 82°34'56" East, a distance of 41.56 feet; thence run South 59°09'28" East, a distance 88.60 feet; thence run South 17°35'33" West, a distance 166.48 feet; thence run South 82°52'52" West, a distance of 16.56 feet; thence run North 17°55'55" East, a distance of 181.32 feet; thence run North 59°07'59" West, a distance of 88.96 feet; thence run North 82°08'40" West, a distance of 43.72 feet to the POINT OF BEGINNING.

Containing 4240 square feet or 0.097 acres, more or less.

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East as being North89°50'49"East. The average combined scale factor is 0.9999476.

2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.

3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.

4. The location and configuration of the lands described and depicted hereon were provided by the client.

5. This legal description and sketch may have been reduced in size by reproduction.

LEGEND:

- (C) = Calculated
- (D) = Dead
- (M) = Measured
- (P) = Plat
- O.R.B. = Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- C = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID = Identification
- 1/1 = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- C = Centerline
- |— = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- — — = 1/4 section line

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter SJ-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

DRAFT

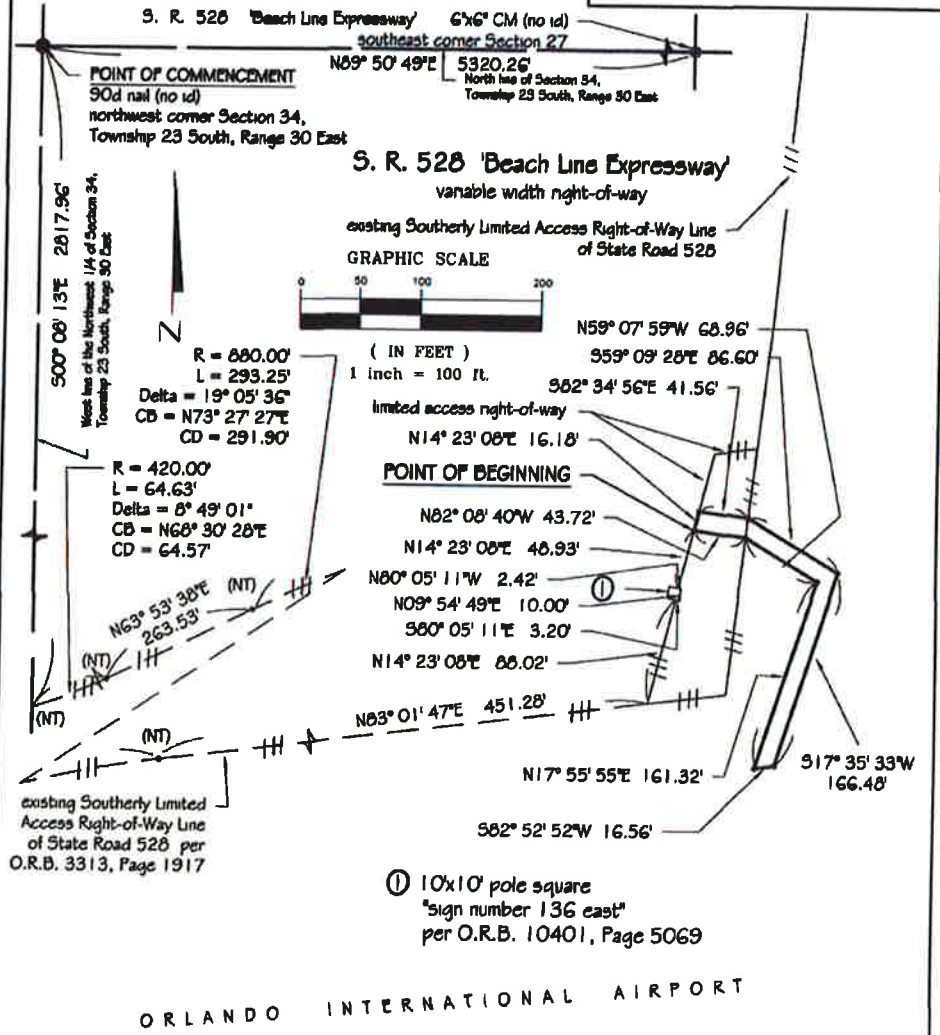
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 09/21/2015	 Artec Foster Wheeler Environment & Infrastructure, Inc. 75 East Atlanta Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 523-7370 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: G374150802			DATE	BY
APPROVED BY: RMJ				DRAWING NAME: Drainage Area #1 @ OIA #1	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-800
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #1
 ESTATE: PERMANENT DRAINAGE EASEMENT



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 08/21/2015	Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Anita Street, Suite 200 Orlando, FL 32801, USA Phone: (407) 522-7570 Certificate of Authorization Number LB 0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY
APPROVED BY: RMJ					

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "D"
(EASEMENT PARCEL 802)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #2
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at 6"x6" concrete monument marking the Northeast Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19" East, along the East line of the Northeast 1/4 of said Section 34, a distance of 589.13 feet to the southerly Limited Access Right-of-Way Line of State Road 528; thence run along said southerly Limited Access Right-of-Way Line the following two courses and distances: thence N76°11'34"W, a distance of 507.78 feet; thence N80°13'05"W, a distance of 39.30 feet to the POINT OF BEGINNING; thence departing said southerly Limited Access Right-of-Way line run S 11°28' 31" W, a distance of 86.84 feet; thence run N 78° 18' 15" W, a distance of 23.07 feet; thence run N 11° 28' 54" E, a distance of 85.87 feet to said southerly Limited Access Right-of-Way Line; thence run S 80° 13' 05" E, along said southerly Limited Access Right-of-Way line, a distance of 23.07 feet to the POINT OF BEGINNING.

Containing 1528 square feet or 0.035 acres, more or less.

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East as being North89°50'49" East. The average combined scale factor is 0.9999476.

2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.

3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.

4. The location and configuration of the lands described and depicted hereon were provided by the client.

5. This legal description and sketch may have been reduced in size by reproduction.

LEGEND:

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- (D) = Deed
- (M) = Measured
- (P) = Plat
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- L = Length of curve (arc distance)
- C = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID = Identification
- 1/A = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- C = Centerline
- LA = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- = 1/4 section line

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter SJ-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

DRAFT

Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 09/21/2015	Amec Foster Wheeler Environment & Infrastructure, Inc.		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802	25 East Amelia Street, Suite 200 Orlando, FL 32801 USA		DATE	BY
APPROVED BY: RMJ		Phone: (407) 522-7570			
		Certificate of Authorization Number LB-0007932		SUNING AEC Drainage And Site 2 h 04.fxd	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 528-800
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #2
 ESTATE: PERMANENT DRAINAGE EASEMENT

27

26

POINT OF COMMENCEMENT
 6"x6" concrete monument
 northeast corner Section 34,
 Township 23 South, Range 30 East

East line of the Northeast 1/4 of Section 34,
 Township 23 South, Range 30 East

NORTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

S. R. 528 'Beach Line Expressway'
 variable width right-of-way

500' 22' 19"E 589.13'

S80° 13' 05"E 23.07'

N80° 13' 05"W 39.30'

SOUTHERLY LIMITED ACCESS
 RIGHT OF WAY LINE

N76° 11' 34"W 507.78'

POINT OF BEGINNING

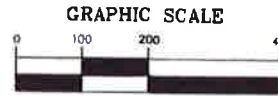
S11° 28' 31"W 66.64'

N78° 18' 15"W 23.07'

N11° 28' 54"E 65.87'

34

35



(IN FEET)
 1 inch = 200 ft.

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 09/21/2016	Amec Foster Wheeler Environment & Infrastructure, Inc.		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802	75 East Amelia Street, Suite 200 Orlando, FL 32801 USA		DATE:	BY:
APPROVED BY: RMJ		Phone: (407) 522-7570 Certificate of Authorization Number LB 0007932			
				JWH/EC/AMC: Drawn by RMJ & DA/ky	

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "E"
(EASEMENT PARCEL 803)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #3
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 36, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at 6"x6" concrete monument marking the Northeast Corner of Section 35, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°06'58" East, along the East line of the Northeast 1/4 of said Section 35, a distance of 1250.09 feet to the southerly Limited Access Right-of-Way Line of State Road 528; thence run S89°53'39"E, along said southerly Limited Access Right-of-Way Line, a distance of 2583.96 feet to the northwest corner of Permanent Easement Parcel 807-801/ Part C as depicted on Orlando -Orange County Expressway Right-of-Way Map, Project 907; thence run S00° 06' 21" W, departing said southerly Limited Access Right-of-Way Line, along the west line of said Easement, a distance of 108.00 feet to the southwest corner of said Easement and the POINT OF BEGINNING; thence run S89° 53' 39" E, along the south line of said Easement, a distance of 108.27 feet to the southeast corner of said Easement; thence departing said south line, run S00° 17' 29" E, a distance of 47.30 feet; thence run S89° 58' 12 " W, a distance of 108.53 feet; thence run N 00° 01' 41" E, a distance of 47.56 feet to the POINT OF BEGINNING.

Containing 5141 square feet or 0.118 acres, more or less.

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East as being North89°50'49"East. The average combined scale factor is 0.9999476.

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4. The location and configuration of the lands described and depicted hereon were provided by the client.

5. This legal description and sketch may have been reduced in size by reproduction.

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- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
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- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- = 1/4 section line

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter SJ-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

DRAFT

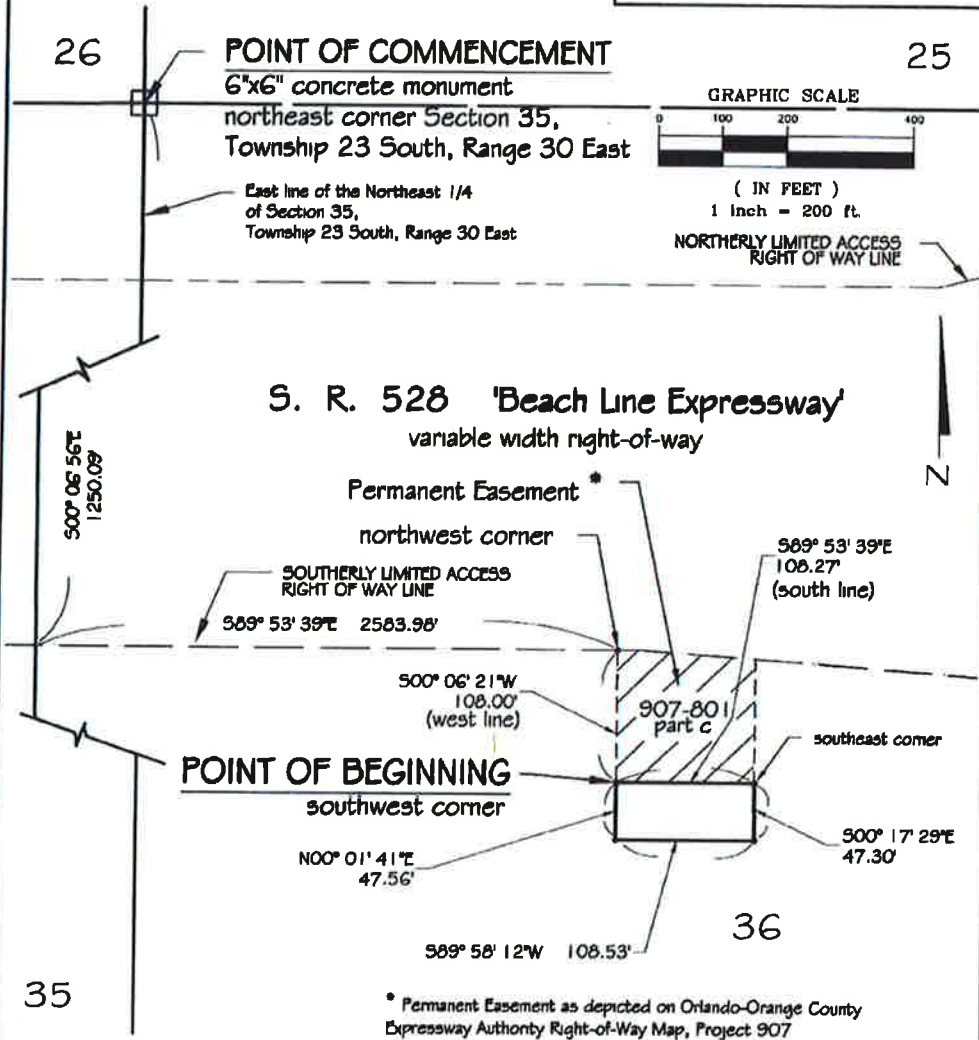
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 09/21/2015	Arnoo Foster Wheeler Environment & Infrastructure, Inc.		REVISIONS	
DRAWN BY: FEW	AMEC JOB No.: 6374150802	75 East Airlie Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570		DATE	BY
APPROVED BY: RMJ		Certificate of Authorization Number LD-0007932			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 528
 PROJECT No.: 628-800
 PARCEL No.: CFX DRAINAGE EASEMENT at OIA #3
 ESTATE: PERMANENT DRAINAGE EASEMENT



* Permanent Easement as depicted on Orlando-Orange County Expressway Authority Right-of-Way Map, Project 907

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2		
DESIGNED BY: HNTB	DATE: 09/21/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Anheuser Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-1870 Certificate of Authorization Number LB-0001932		REVISIONS		
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE:	BY:	
APPROVED BY: RMJ				DATE: 09/21/2015		BY: RMJ

EXHIBIT "F"
(EASEMENT PARCEL 804)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #804
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 35, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 6"x6" concrete monument (no identification) marking the Northwest Corner of Section 35, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19" East, along the west line of the Northwest 1/4 of said Section 35, a distance of 589.13 feet to the south Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority Goldenrod Road Extension Project 903 Right-of-Way Maps; thence run along said south Limited Access Right-of-Way Line the following four (4) courses and distances; thence run South 76°11'34" East, a distance of 368.99 feet; thence run South 75°51'57" East, a distance of 98.35 feet to a point on a non-tangent curve with a radius of 2770.79 feet, concave to the south; thence easterly along said curve to the right through a central angle of 7°40'18", a chord distance of 370.72 feet where the chord bears S71°21'21"E an arc distance of 371.00 feet to the point of intersection with a non-tangent line; thence S66°51'16"E, a distance of 98.35 feet; thence run S66°31'16"E, a distance of 233.65 feet to the POINT OF BEGINNING; thence continue along said south Limited Access Right-of-Way Line the following four (4) courses and distances; thence run S66°31'16"E, a distance of 199.42 feet to a point on a curve with a radius of 2000.00 feet, concave to the north; thence easterly along said curve to the left through a central angle of 10°53'25", a chord distance of 379.57 feet where the chord bears S71°57'58"E an arc distance of 380.14 feet; thence run S77°24'41"E, a distance of 246.47 feet; thence run South 08°36'44" West, a distance of 22.89 feet; thence departing said south Limited Access Right-of-Way Line, run westerly along a curve to the right through a central angle of 8°55'54", a chord distance of 656.26 feet where the chord bears N74°42'26"W an arc distance of 556.83 feet; thence run North 08°44'48" West, a distance of 274.06 feet; thence run North 22°02'13" East, a distance of 29.40 feet to the POINT OF BEGINNING.

Containing 0.42 acres, more or less.

Surveyors Notes

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B. = Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- CD = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID, or Id = Identification
- YI = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- C = Centerline
- = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- = 1/4 section line
- OOCEA = Orlando Orange County Expressway Authority
- No. = Number

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the west line of the northwest 1/4 of Section 35, Township 23 South, Range 30 East as being South 00°22'19" East. The average combined scale factor is 0.9999476.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other Instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

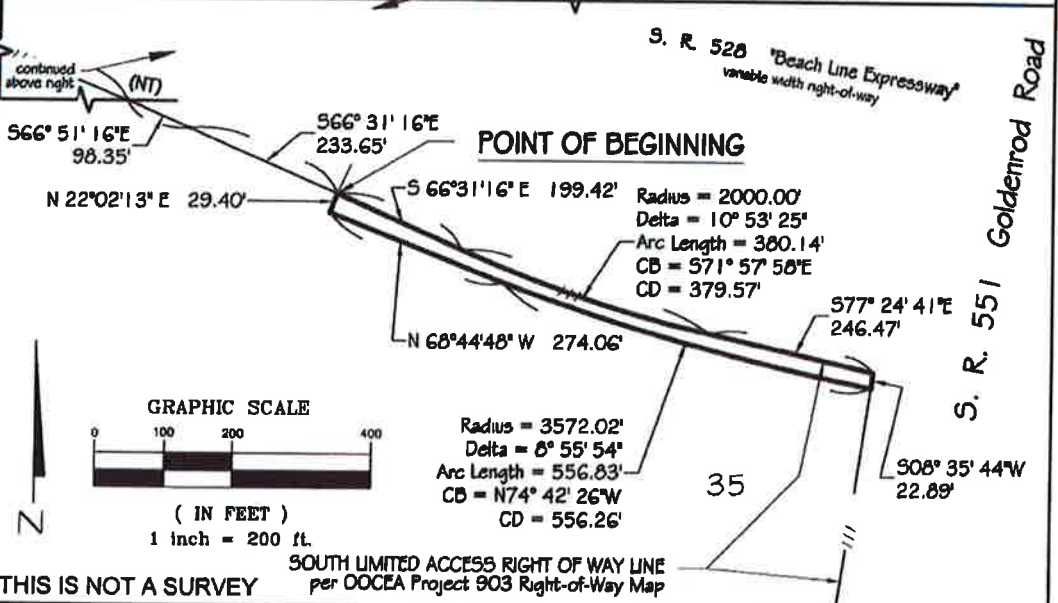
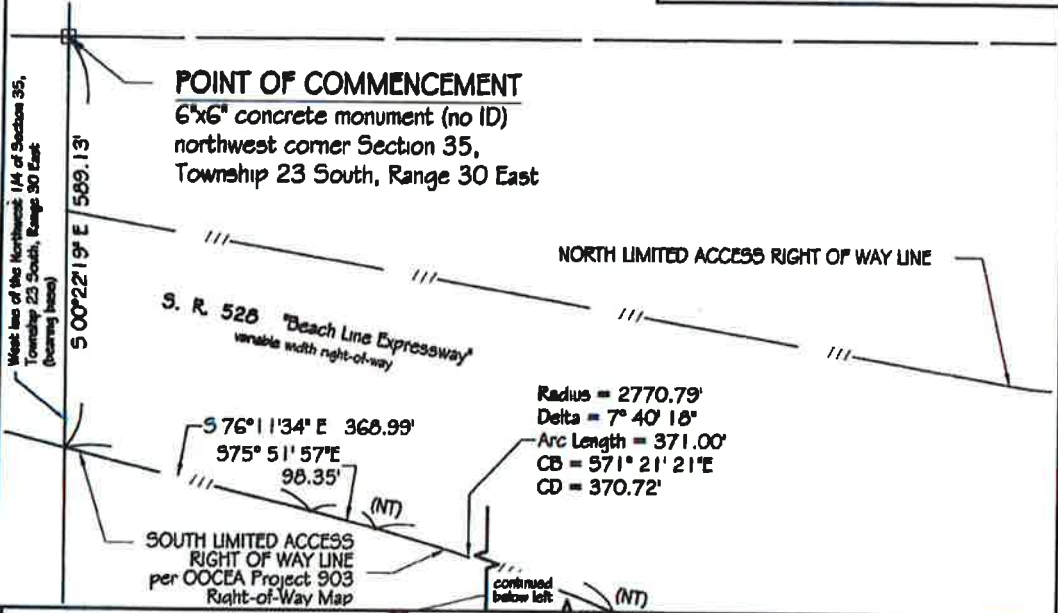
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 03/18/2016	 Armed Foster Wheeler Environment & Infrastructure, Inc. 75 East Andria Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 622-7670 Certificate of Authorization Number LB-0002932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY
APPROVED BY: RMJ					

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #804
ESTATE: PERMANENT DRAINAGE EASEMENT



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 03/18/2016	 AMEC Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB 0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 8374150802			DATE	BY
APPROVED BY: RMJ					

EXHIBIT "G"
(FORM OF SPECIAL WARRANTY DEED [528 RAMP PROPERTY])

Prepared By and Return To:

Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane
Suite 101
Orlando, Florida 32812

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10) and 12B-4.054(24) F.A.C. and Florida Statute 201.02(6).

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed effective as of the ____ day of _____, 2018, by the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA"), and **THE CITY OF ORLANDO**, a Florida Municipal Corporation existing under the laws of the State of Florida, with a principal address of 400 South Orange Avenue, Orlando, FL 32801 ("City") (hereinafter collectively referred to as "**Grantors**") to the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and agency of the State of Florida, ("CFX"), with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 (hereinafter referred to as "**Grantee**").

WITNESSETH:

THAT GRANTORS, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, transfer, alien, remise, release, convey, and confirm unto Grantee all Grantors' interest in those certain parcels of land situated in the City of Orlando, Orange County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "**Subject Property**"), together with all rights of ingress, egress, light, air and view to, from and across any State Road 528 road right-of-way which may otherwise accrue to any property adjoining said right-of-way.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging to or anywise appertaining, and all the estate, right, title, interest, claim.

AND the Grantors do hereby covenant with said Grantee that Grantors are lawfully seized of said land in fee simple; that Grantors have good right and lawful authority to sell and convey said land; that Grantors hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever claiming by or through Grantors.

SUBJECT TO taxes for the current year and subsequent years and the covenants, conditions and restrictions which are set forth below:

- a) Grantors reserve unto themselves, their successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right

to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Orlando International Airport.

b) Grantors and Grantee expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with the FAA Regulations, Part 77.

c) Grantors and Grantee expressly agree for themselves, their successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Orlando International Airport or interfere with the air navigation and or communication facilities serving Orlando International Airport, or otherwise constitute an airport hazard.

d) Grantors, Grantee, and their successors and assigns shall not permit/afford access from the subject property onto Orlando International Airport property for aeronautical purposes.

e) Grantors shall insure that if the property is used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the property to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6A, paragraph 7-9.c.

Notice of Grantor's Release

The following provision is added as a condition of conveyance for the Subject Property:

(a) Grantors acknowledge and agree that the upon conveyance of the Subject Property to the Grantee, that the Subject Property shall be and is released from the provisions, covenants and other matters set forth in that certain Amended and Restated Operation and Use Agreement between the City of Orlando and Greater Aviation Authority dated August 31, 2015, and that certain Memorandum of Amended and Restated Operation and Use Agreement filed March 23, 2016 in Official Records as Clerk's Document No. 20160146368, Public Records of Orange County, Florida.

[THIS SPACE LEFT BLANK INTENTIONALLY]

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOWING]

"CITY"
CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation existing under the laws of the State of Florida.

ATTEST:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

[Official Seal]

Date: _____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF ORLANDO, ONLY, THIS ____ DAY OF _____, 2018.

WITNESSES:

By: _____
City Attorney

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

ACKNOWLEDGMENT

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared _____, as _____, of the City of Orlando, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Orlando, and acknowledged the execution thereof to be his/her free act and deed as such officer and that he/she was duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this _____ day of _____, 2018.

Notary Seal

Notary Public

Print Name: _____

My commission expires: _____

**"GOAA"
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

By: _____
Dayci S. Burnette-Snyder, Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

WITNESSES:

Date: _____, 2018

Print Name: _____

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
THIS _____ DAY OF _____, 2018,
for the use and reliance of the Greater
Orlando Aviation Authority, only.
Marchena and Graham, P.A., General
Counsel

By: _____
Marchena and Graham, P.A.

**STATE OF FLORIDA
COUNTY OF ORANGE**

ACKNOWLEDGMENT

Personally Appeared before me this ____ day of _____, 2018, the undersigned authority, Phillip N. Brown, A.A.E., well known to me and known by me to be the Chief Executive Officer of the Greater Orlando Aviation Authority, and acknowledged before me that he executed the foregoing instrument on behalf of the Greater Orlando Aviation Authority as its true act and deed, and that he was duly authorized to do so.

Notary Seal

Notary Public

Print Name: _____

Commission Expires: _____

COMPOSITE EXHIBIT "A"

Legal Description of Subject Property (528 Ramp Parcel)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: 100
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

A parcel of land lying in Section 36, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 6"x6" concrete monument marking the Northwest Corner of Section 36, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°06'58" East, along the West line of the Northwest 1/4 of said Section 36, a distance of 1249.98 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority, Section 1.1 and 1.2 and Project 907 Right-of-Way Maps; thence run along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run South 89°53'39" East, a distance of 2364.44 feet for the POINT OF BEGINNING; thence continue South 89°53'39" East, a distance of 238.95 feet; thence run South 85°39'53" East, a distance of 392.00 feet; thence run South 79°44'28" East, a distance of 940.93 feet to the Northwest corner of Lot 1 of the plat of "7 - ELEVEN STORE NO. 27590" as recorded in Plat Book 76 at Page 119 of the Public Records of Orange County, Florida; thence departing said existing southerly Limited Access Right-of-Way Line, run South 30°06'18" East, along the west line of said Lot 1, a distance of 47.70 feet; thence departing said west line, run North 88°00'03" West, a distance of 381.24 feet to a point of curvature of a curve concave to the northeast; thence run northwesterly along the arc of said curve having a radius of 1218.00 feet, a central angle of 13°47'50", a chord length of 292.12 feet bearing North 81°06'08" West, an arc distance of 292.82 feet; thence run North 74°12'13" West, a distance of 240.19 feet to a point of curvature of a curve concave to the southwest; thence run northwesterly along the arc of said curve having a radius of 2530.00 feet, a central angle of 08°28'51", a chord length of 374.14 feet bearing North 78°26'38" West, an arc distance of 374.49 feet; thence run North 82°41'04" West, a distance of 314.91 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way.

Containing 2.28 acres, more or less.

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B. = Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- CD = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID = Identification
- Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central FL Expressway Authority
- R/W = Right-of-Way
- C = Centerline
- ||--- = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- - - - - = 1/4 section line
- OOCEA = Orlando Orange County Expressway Authority
- No. = Number

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the north line of the northwest 1/4 of Section 36, Township 23 South, Range 30 East as being South89°55'17"East. The average combined scale factor is 0.9999452.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, dated Oct. 14, 2015, file number NCS-586539A-L-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown.

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

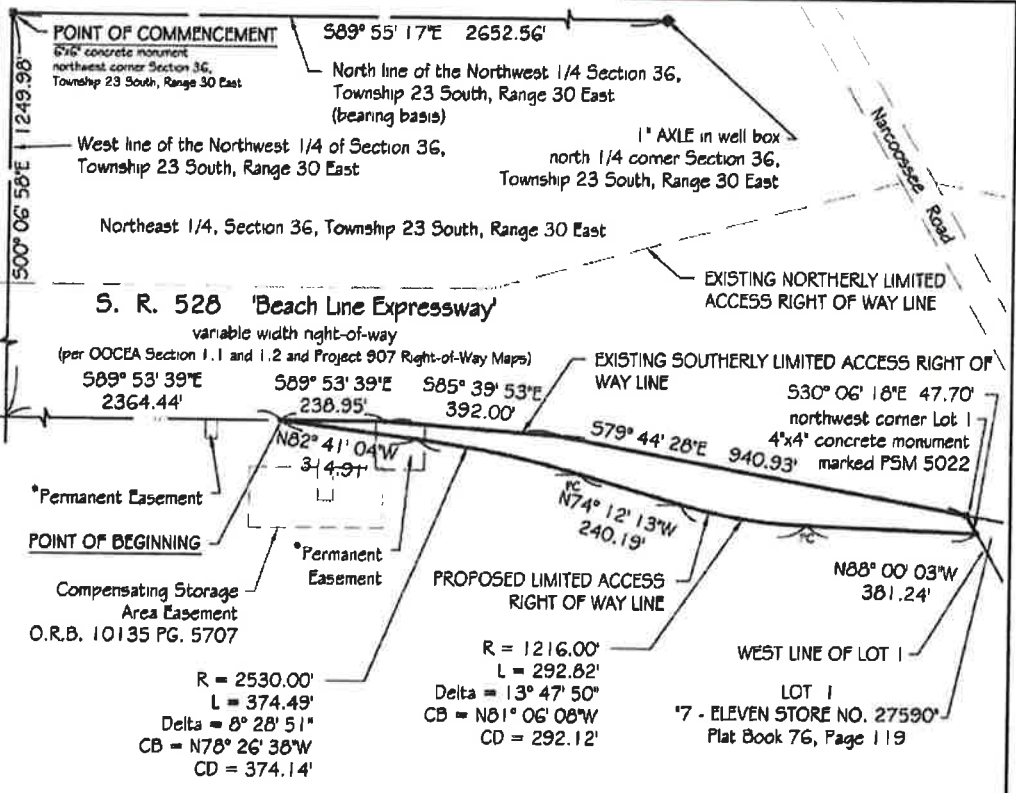
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

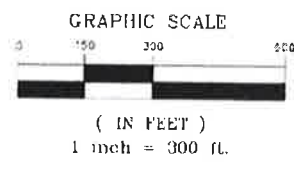
THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2
DESIGNED BY: HNTB	DATE: 11/24/2015	Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0002932		REVISIONS
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE BY
APPROVED BY: RMJ				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: 100
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



* as depicted on Orlando-Orange County Expressway Authority SR 528 Right-of-Way Map Project 907



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2		
DESIGNED BY: HNTB	DATE: 11/24/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB0007932		REVISIONS		
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY	
APPROVED BY: RMJ						

EXHIBIT "H"
(Form of Special Warranty Deed (Cargo Road Property))

Prepared By and Return To:

Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane
Suite 101
Orlando, Florida 32812

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10) and 12B-4.054(24) F.A.C. and Florida Statute 201.02(6).

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed effective as of the _____ day of _____, 2018, by the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and agency of the State of Florida, ("CFX"), with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 (hereinafter collectively referred to as "**Grantor**") to **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA"), and **THE CITY OF ORLANDO**, a Florida Municipal Corporation existing under the laws of the State of Florida, with a principal address of 400 South Orange Avenue, Orlando, FL 32801 ("City") (hereinafter referred to as "**Grantees**").

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, transfer, alien, remise, release, convey, and confirm unto Grantees all Grantor's interest in those certain parcels of land situated in the City of Orlando, Orange County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "**Subject Property**"), ~~reserving together with~~ all rights of ingress, egress, light, air and view to, from and across any State Road 528 road right-of-way which may otherwise accrue to any property adjoining said right-of-way ~~as to the existing right-of-way line on the east and south side of the Subject Property. This deed creates a new limited access right-of-way line on the north and west side of the Subject Property.~~

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging to or anyway appertaining, and all the estate, right, title, interest, claim.

AND the Grantor does hereby covenant with said Grantees that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land, and will defend the same against lawful claims of all persons whomsoever claiming by or through Grantor.

SUBJECT TO taxes for the current year and subsequent years.

[SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWING]

"CFX"
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, a public Corporation of the
State of Florida

ATTEST:

By: _____
Regla Lamaute, Executive Assistant

By: _____
Laura Kelley, Executive Director

Date: _____, 2018

WITNESSES:

Printed Name: _____

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

Printed Name: _____

Counsel.

STATE OF FLORIDA
COUNTY OF ORANGE

ACKNOWLEDGMENT

Personally Appeared before me this ____ day of _____, 2018, the undersigned authority, _____, well known to me and known by me to be the Executive Director of the Central Florida Expressway Authority, and acknowledged before me that he executed the foregoing instrument on behalf of the Central Florida Expressway Authority as its true act and deed, and that he was duly authorized to do so.

Notary Seal

Notary Public

Print Name: _____

Commission Expires: _____

COMPOSITE EXHIBIT "A"

Legal Description of Subject Property (Cargo Road Parcel)

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-900
PARCEL No.: C-4 (PARTIAL)
ESTATE: FEE SIMPLE**

A parcel of land lying in Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 90d Nail marking the Northwest Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°08'13" East, along the West line of the Northwest 1/4 of said Section 34, a distance of 2817.96 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as described in Official Records Book 3313 at Page 1917 of the Public Records of Orange County, Florida and a point on a non-tangent curve concave to the north; thence northeasterly along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run northeasterly along the arc of said curve having a radius of 420.00 feet, a central angle of 08°49'01", a chord length of 64.57 feet bearing North 68°30'28" East, an arc distance of 64.63 feet; thence run North 63°53'38" East, non-tangent to said curve, a distance of 263.63 feet to point of curvature of a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve having a radius of 880.00 feet, a central angle of 19°05'38", a chord length of 291.90 feet bearing North 73°27'27" East, an arc distance of 293.25 feet; thence run North 83°01'47" East, non-tangent to said curve, a distance of 451.26 feet to the POINT OF BEGINNING; thence departing said existing southerly Limited Access Right-of-Way Line, run North 14°23'08" East, a distance of 88.02 feet to the south boundary of a parcel of land identified as pole square "sign number 138 east" as described in Official Records Book 10401 at Page 5069 of said Public Records; thence run South 80°05'11" East, along the said south boundary, a distance of 3.20 feet; thence North 09°54'49" East, along the east boundary of said parcel, a distance of 10.00 feet; thence North 80°05'11" West, along the north boundary of said parcel, a distance of 2.42 feet; thence departing said north boundary, run North 14°23'08" East, a distance of 113.90 feet; thence run North 83°00'42" East, a distance of 36.08 feet to said existing southerly Limited Access Right-of-Way Line; thence run South 08°43'35" West, along said existing southerly Limited Access Right-of-Way Line, a distance of 203.18 feet; thence run South 83°01'47" West, along said existing southerly Limited Access Right-of-Way Line, 65.15 feet to the POINT OF BEGINNING.

Containing 9963 square feet or 0.229 acres, more or less.

Reserving all rights of ingress, egress, light, air and view to, from or across any Central Florida Expressway Authority right-of-way property which may otherwise accrue to any property adjoining said right-of-way. Subject to permanent drainage easement in favor Central Florida Expressway Authority.

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East as being North89°50'49" East. The average combined scale factor is 0.9999476.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.

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- CB = Chord Bearing
- ID = Identification
- Y = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- RW = Right-of-Way
- C = Centerline
- LA = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- = 1/4 section line

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

DRAFT

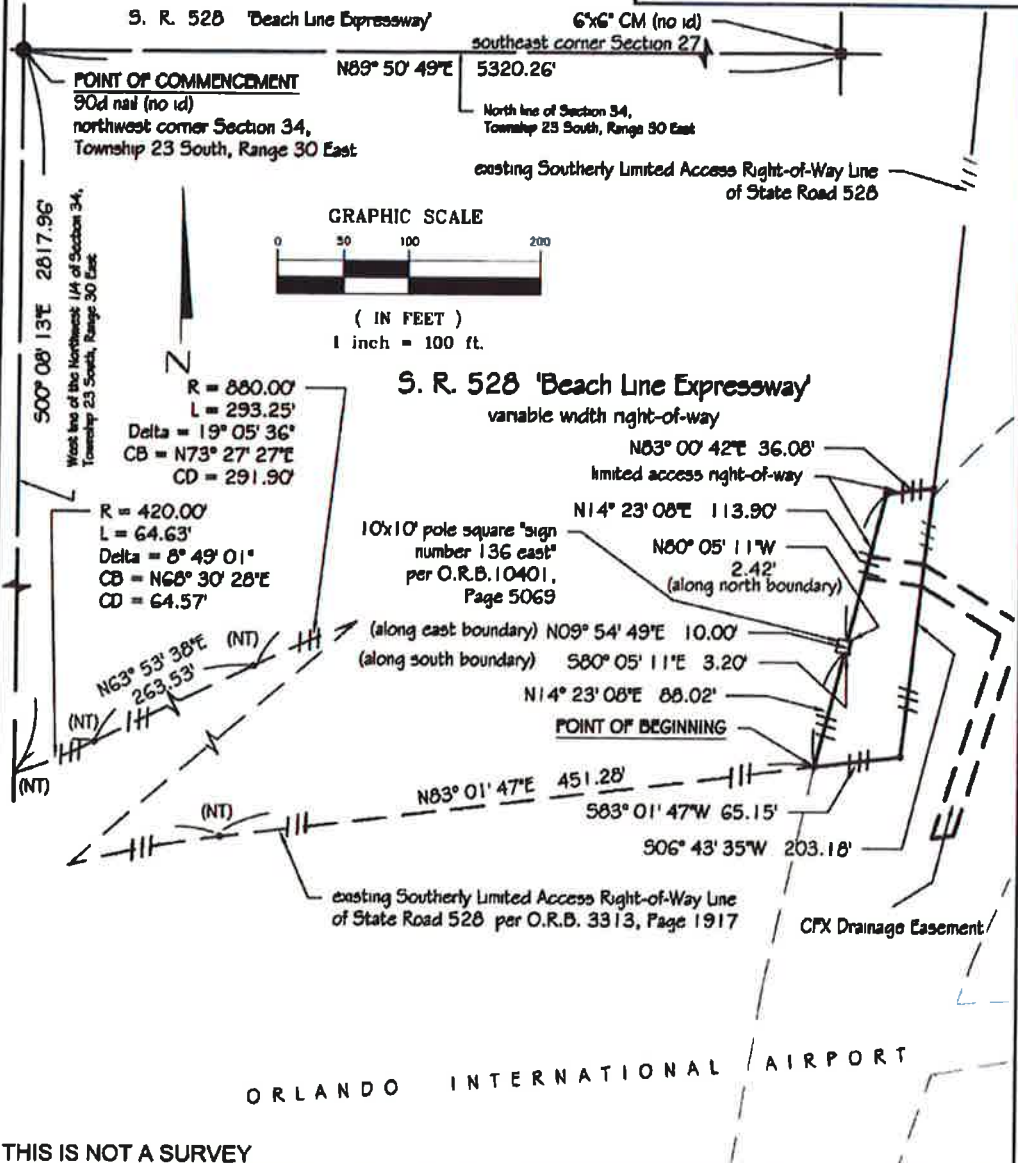
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 3	
DESIGNED BY: HNTB	DATE: 08/22/2015	AMEC Environment & Infrastructure, Inc.		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374160802	 AMEC Environment & Infrastructure, Inc. P.O. Box 10000, Suite 500 Orlando, FL 32611 USA Phone: (407) 522-7570		DATE	BY
APPROVED BY: RMJ		Certificate of Authorization Number FL0007992		DATE	BY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-900
PARCEL No.: C-4 (PARTIAL)
ESTATE: FEE SIMPLE



THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA

DESIGNED BY: HNTB

DATE: 09/22/2015

DRAWN BY: PLW

AMEC JOB No.: 6374150802

APPROVED BY: RMJ

LEGAL DESCRIPTION and SKETCH

amec AMEC Environment & Infrastructure, Inc.
 75 East Amelia Street, Suite 205
 Orlando, FL 32801 USA
 Phone: (407) 522-7575
 Certificate of Authorization Number LD-0007932

SHEET 2 OF 2

REVISIONS

DATE BY

GRAPHIC SCALE: 01" = 600'-0" (1:60,000)

EXHIBIT "I"
(FORM OF DRAINAGE EASEMENT)

Prepared By and Return To:
Christopher J. Wilson, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, FL 32814-6687

For Recording Purposes Only

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2018, by and between the **CITY OF ORLANDO** (the "City"), a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801, the **GREATER ORLANDO AVIATION AUTHORITY**, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA"), an agency of the City of Orlando, existing as an independent special district under the laws of the State of Florida, to and in favor of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida with a principal address of 4974 ORL Tower Road, Orlando, FL 32807 ("CFX").

WHEREAS, GOAA is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended (the "Act"), as an independent special district and agency of the City; and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.097 acres, being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("Easement Parcel 801" or "CFX Drainage Easement at OIA #1"); and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.035 acres, being more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference ("Easement Parcel 802" or "CFX Drainage Easement at OIA #2"); and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.118 acres, being more particularly described on **Exhibit "C"** attached hereto and incorporated herein by this reference ("Easement Parcel 803" or "CFX Drainage Easement at OIA #3"); and

WHEREAS, City is fee owner of that certain real property located in Orange County, Florida, consisting of approximately 0.42 acres, being more particularly described on **Exhibit**

“D” attached hereto and incorporated herein by this reference (“Easement Parcel 804” or “CFX Drainage Easement at OIA #4”); and

WHEREAS, GOAA occupies, controls and operates the Orlando International Airport (the “Airport”) where Easement Parcel 801, Easement Parcel 802, Easement Parcel 803 and Easement Parcel 804 (collectively the “Easement Parcels”) are located, pursuant to that certain Amended and Restated Operation and Use Agreement, dated August 31, 2015 (the “Operating Agreement”); and

WHEREAS, All Aboard Florida (the “Rail Company”) is developing an inter-city commercial passenger rail connection between Miami and Orlando with the Orlando terminus located at the Orlando International Airport (the “Rail Project” or “Project”); and

WHEREAS, as a result of the development of the Rail Project, CFX will have to redirect drainage and will require drainage easements from City and GOAA on the Easement Parcels (“Drainage Easements”); and

WHEREAS, City and GOAA desire to grant such the Drainage Easements to CFX in the Easement Parcels, as defined below, under terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable considerations and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

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

2. **Grant of Easement.** City and GOAA hereby grant and convey to CFX, for the benefit of CFX, a non-exclusive easement for ingress, egress, access, drainage, use, construction, maintenance, repair and replacement of a drainage ditch, pipe, line and facility (the “Drainage Facilities”) on, over, across, under the Easement Parcels free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances, except such conveyance is subject to the permitted exceptions set forth in **Exhibit “E”** attached hereto and incorporated herein by this reference (the “CFX Permitted Exceptions”). City and GOAA or their successors in interest shall be entitled to use the Easement Parcels for any use not inconsistent with CFX’s use; provided, such use shall not in any manner adversely affect CFX’s use or enjoyment of the Easement Parcels.

3. **CFX’s Covenants.** CFX agrees that all materials to be furnished and work to be performed on the Easement Parcels shall be performed in accordance with all applicable laws, ordinances, and regulations and City and GOAA shall not be responsible to pay for any materials or work to be performed on the Easement Parcels in connection with the Drainage Easements.

4. **Maintenance.** CFX agrees to maintain said Drainage Easements within the Easement Parcels, and to pay all costs and expenses associated with its use of the Drainage Easements. CFX shall have the right to clear and keep clear all trees, undergrowth and other non-

vital obstructions that may interfere with the normal operation or maintenance of the Drainage Facilities, out of and away from the herein granted easement. CFX shall bear all costs and expenses for the continuing maintenance associated with its use of the Drainage Easements. Maintenance shall be accomplished in a manner so as to cause no unreasonable interference with the use of the Airport property. CFX shall be responsible for ensuring that all improvements with the Drainage Easement shall at all times be and remain in compliance with the requirements of any and all applicable governmental authorities. City or GOAA shall have no duty to inspect or maintain the Drainage Facilities, Easement Parcels or improvements. In the event that CFX fails to maintain the Drainage Easement or Easement Parcels in accordance with any and all applicable governmental authorities, City and/or GOAA (as applicable) shall provide written notice of CFX's failure to maintain. If proper maintenance has not been performed by CFX and CFX does not cure within thirty (30) days of the date of its receipt of notice from City or GOAA (as applicable), then City or GOAA may perform or have others perform such maintenance and shall charge the reasonable and necessary cost of such maintenance to CFX. Within thirty (30) days of CFX receipt of written notice from City or GOAA of such charges incurred for the performance of maintenance pursuant to this section, CFX shall reimburse City or GOAA (as applicable) for the cost and expense of such maintenance. CFX shall not be required to reimburse City or GOAA (as applicable) for costs and expenses unrelated to CFX's use of the Drainage Easement.

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

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

Copy to: Joseph L. Passiatore, Esq.
General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

GOAA: GREATER ORLANDO AVIATION AUTHORITY
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Chief Executive Officer

Copy to: Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101

For Recording Purposes Only

Orlando, Florida 32814
Attn: Marcos R. Marchena, Esq.

CITY: CITY OF ORLANDO
400 South Orange Avenue
Orlando, Florida 32801
Attn: Chief Administrative Officer

Copy to: City Attorney
Office of Legal Affairs
400 South Orange Avenue
Orlando, Florida 32801
Attn: Roy K. Payne, Esq.

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

6. **Modification.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further Agreement in writing duly executed by the parties hereto and recorded in the Public Records of Orange County, Florida.

7. **Successors and Assigns.** All easements contained herein shall be appurtenant to the lands herein described, and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto. All obligations of City, GOAA, and CFX hereunder shall be binding upon their respective successors-in-title and assigns; provided the covenants and obligations herein are only personal to and enforceable against the parties or successors-in-title, as the case may be, owning title to the respective properties at the time any liability or claim arising under this Agreement shall have accrued, it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released from any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement accruing after the date of such conveyance. The easements set forth in this Agreement shall be perpetual.

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

9. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall bear their own fees, costs and expenses.

[SIGNATURE PAGES FOLLOWING]

For Recording Purposes Only

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

**“GOAA”
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

Dayci S. Burnette-Snyder,
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: _____, 2018

WITNESSES:

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE CITY
OF ORLANDO, ONLY, THIS ___ DAY OF
_____, 2018.
Marchena and Graham, P.A., General Counsel.

Print Name: _____

By: _____
Marchena and Graham, P.A.

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared Phillip N. Brown, A.A.E., as Chief Executive Officer of the Greater Orlando Aviation Authority, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said Greater Orlando Aviation Authority, and acknowledged the execution thereof to be his free act and deed as such officer and that he was duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this _____ day of _____, 2018.

Notary Public
My commission expires: _____

For Recording Purposes Only

“CITY”
CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation existing under the laws of the State of Florida.

ATTEST:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

[Official Seal]

Date: _____

WITNESSES:

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE CITY
OF ORLANDO, ONLY, THIS ___ DAY OF
_____, 2018.

Printed Name: _____

By: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared _____, as _____, of the City of Orlando, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Orlando, and acknowledged the execution thereof to be his/her free act and deed as such officer and that he/she was duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this ____ day of _____, 2018.

Notary Public
My commission expires: _____

For Recording Purposes Only

“CFX”
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida

ATTEST:

Regla Lamaute, Executive Assistant

By: _____
Laura Kelley, Executive Director

Date: _____, 2018

WITNESSES:

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

Print Name: _____

_____, Counsel.

Print Name: _____

By: _____
Print: _____
Date: _____, 2018

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____,
2018, by _____, as Executive Director of the **CENTRAL FLORIDA**
EXPRESSWAY AUTHORITY, a public corporation and an agency of the State of Florida, on
behalf of the agency. He is personally known to me.

(Signature of Notary Public)

(Printed name of Notary Public)
Notary Public, State of Florida
Commission No. & Expiration _____

EXHIBIT "A"
("Easement Parcel 801")

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #1
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 90d Nail marking the Northwest Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°08'13" East, along the West line of the Northwest 1/4 of said Section 34, a distance of 2817.96 feet to the existing southerly Limited Access Right-of-Way Line of State Road 528 as described in Official Records Book 3313 at Page 1917 of the Public Records of Orange County, Florida and a point on a non-tangent curve concave to the north; thence **northeasterly** along said existing southerly Limited Access Right-of-Way Line the following four courses and distances: run **northeasterly** along the arc of said curve having a radius of 420.00 feet, a central angle of 08°49'01", a chord length of 64.57 feet bearing North 68°30'28" East, an arc distance of 64.63 feet; thence run North 63°53'38" East, non-tangent to said curve, a distance of 263.53 feet to point of curvature of a non-tangent curve concave to the southeast; thence run **northeasterly** along the arc of said curve having a radius of 680.00 feet, a central angle of 19°05'36", a chord length of 291.90 feet bearing North 73°27'27" East, an arc distance of 293.25 feet; thence run North 83°01'47" East, non-tangent to said curve, a distance of 451.28 feet; thence run North 14°23'08" East, a distance of 88.02 feet to a parcel of land identified as pole square "sign number 138 east" as described in Official Records Book 10401 at Page 5089 of said Public Records; thence run South 80°05'11" East, a distance of 3.20 feet; thence North 09°54'49" East, a distance of 10.00 feet; thence North 80°05'11" West, a distance of 2.42 feet; thence departing said parcel of land, run North 14°23'08" East, a distance of 48.93 feet to the POINT OF BEGINNING; thence run North 14°23'08" East, a distance of 16.18 feet; thence run South 82°34'56" East, a distance of 41.56 feet; thence run South 59°09'28" East, a distance 86.80 feet; thence run South 17°35'33" West, a distance 166.48 feet; thence run South 82°52'52" West, a distance of 16.58 feet; thence run North 17°55'55" East, a distance of 161.32 feet; thence run North 59°07'59" West, a distance of 68.96 feet; thence run North 82°08'40" West, a distance of 43.72 feet to the POINT OF BEGINNING.

Containing 4240 square feet or 0.097 acres, more or less.

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East as being North89°50'49"E East. The average combined scale factor is 0.9999476.

2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.

3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.

4. The location and configuration of the lands described and depicted hereon were provided by the client.

5. This legal description and sketch may have been reduced in size by reproduction.

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B. = Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- C = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID = Identification
- y/ = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- ⊖ = Centerline
- ||— = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- — — = 1/4 section line

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

DRAFT

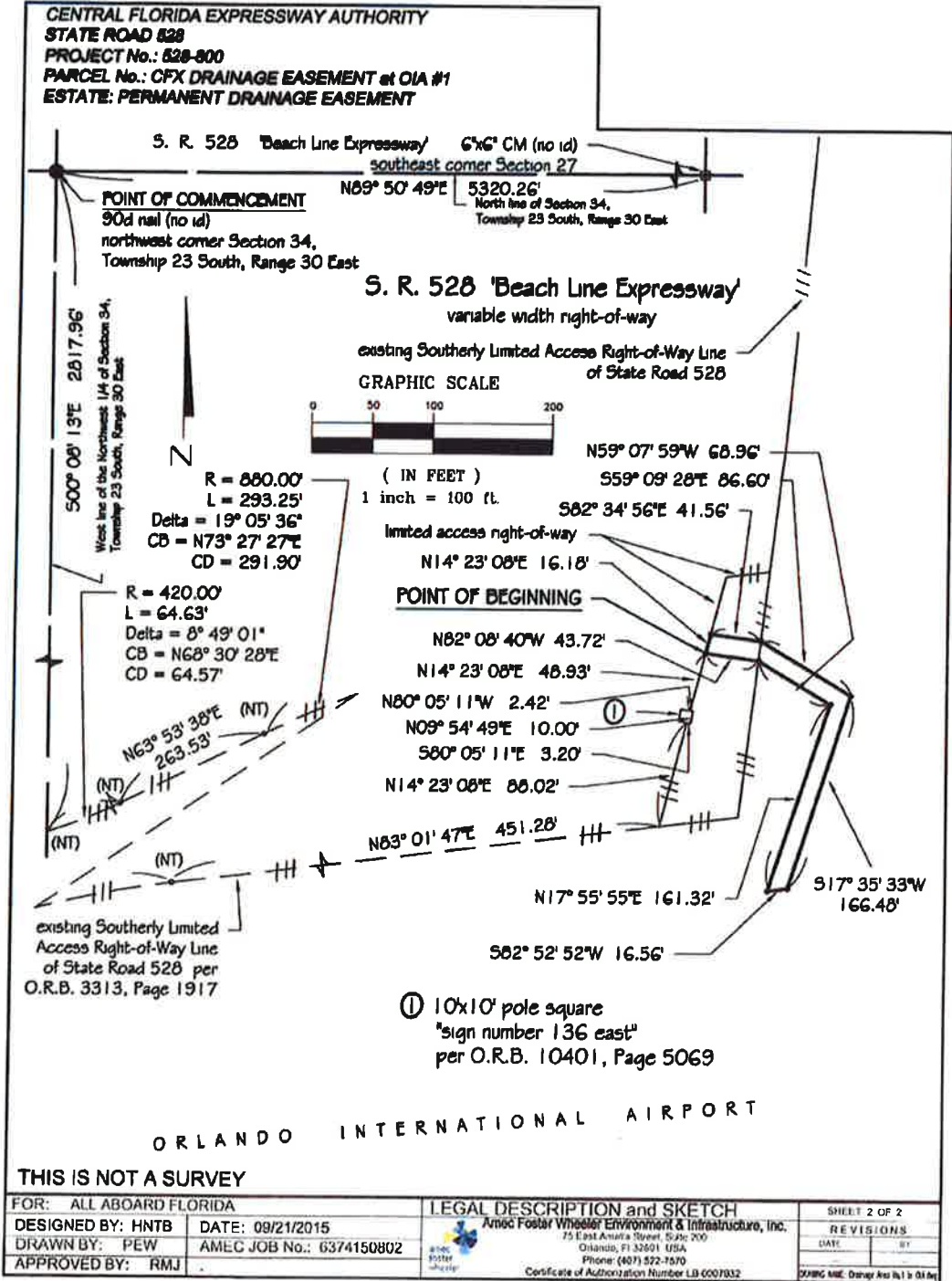
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 09/21/2015	 Artec Foster Wheeler Environment & Infrastructure, Inc. 19 East Avenida Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7510 Certificate of Authorization Number LB1-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 0374150802			DATE	BY
APPROVED BY: RMJ					

For Recording Purposes Only



DRAINAGE Easement #1 Closure:

North: 1494537.6305' East: 557623.4426'

Segment #1 : Line

Course: N14° 23' 08.06"E Length: 16.180'

North: 1494553.3032' East: 557627.4624'

Segment #2 : Line

Course: S82° 34' 56.07"E Length: 41.557'

North: 1494547.9381' East: 557668.6716'

Segment #3 : Line

Course: S59° 09' 27.76"E Length: 86.602'

North: 1494503.5393' East: 557743.0265'

Segment #4 : Line

Course: S17° 35' 32.70"W Length: 166.481'

North: 1494344.8445' East: 557692.7087'

Segment #5 : Line

Course: S82° 52' 51.80"W Length: 16.558'

North: 1494342.7924' East: 557676.2783'

Segment #6 : Line

Course: N17° 55' 55.04"E Length: 161.318'

North: 1494496.2741' East: 557725.9461'

Segment #7 : Line

Course: N59° 07' 58.82"W Length: 68.963'

For Recording Purposes Only

North: 1494531.6553' East: 557666.7510'

Segment #8 : Line

Course: N82° 08' 40.07"W Length: 43.719'

North: 1494537.6306' East: 557623.4422'

Perimeter: 601.379' Area: 4239.64 Sq. Ft.

Error Closure: 0.0003 Course: N69° 37' 47.36"W

Error North: 0.00012 East: -0.00032

Precision 1: 2004593.333

EXHIBIT "B"
("Easement Parcel 802")

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #2
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 34, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at 6"x6" concrete monument marking the Northeast Corner of Section 34, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19" East, along the East line of the Northeast 1/4 of said Section 34, a distance of 589.13 feet to the southerly Limited Access Right-of-Way Line of State Road 528; thence run along said southerly Limited Access Right-of-Way Line the following two courses and distances: thence N76°11'34"W, a distance of 507.78 feet; thence N80°13'05"W, a distance of 39.30 feet to the POINT OF BEGINNING; thence departing said southerly Limited Access Right-of-Way line run S 11°28' 31" W, a distance of 86.64 feet; thence run N 78° 18' 15" W, a distance of 23.07 feet; thence run N 11° 28' 54" E, a distance of 85.87 feet to said southerly Limited Access Right-of-Way Line; thence run S 80° 13' 05" E, along said southerly Limited Access Right-of-Way line, a distance of 23.07 feet to the POINT OF BEGINNING.

Containing 1528 square feet or 0.035 acres, more or less.

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East as being North89°50'49"East. The average combined scale factor is 0.9999476.

2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.

3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.

4. The location and configuration of the lands described and depicted hereon were provided by the client.

5. This legal description and sketch may have been reduced in size by reproduction.

LEGEND:

- (C) = Calculated
- (D) = Dead
- (M) = Measured
- (P) = Plat
- O.R.B. = Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- C = Chord distance
- De/a = central angle
- CB = Chord Bearing
- ID = Identification
- /s/ = Line Not To Scale
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- C = Centerline
- ||— = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- — — = 1/4 section line

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

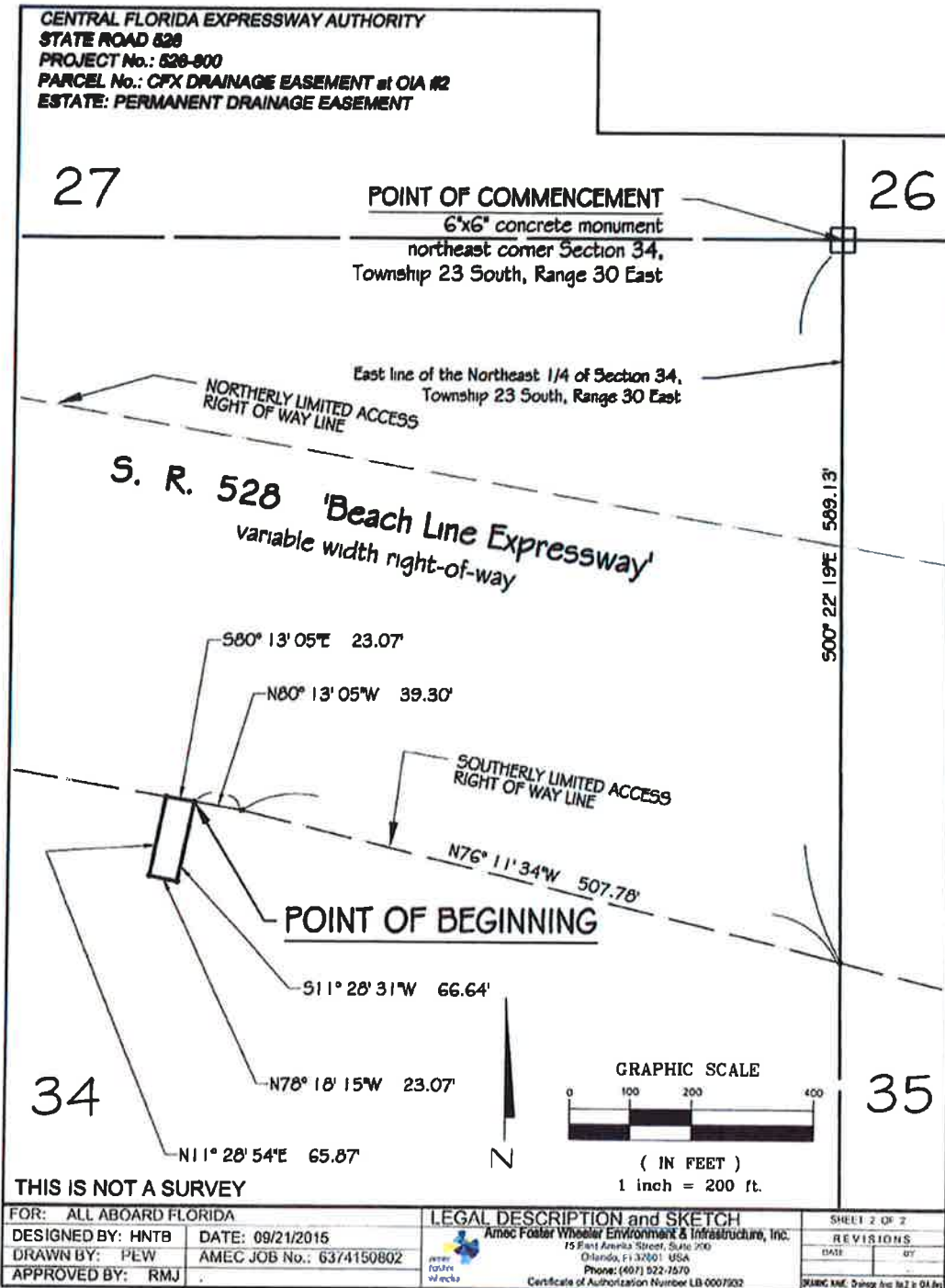
DRAFT

Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2
DESIGNED BY: HNTB	DATE: 09/21/2015	Amec Foster Wheeler Environment & Infrastructure, Inc.		REVISIONS
DRAWN BY: PEW	AMEC JOB No.: 6374150802	75 East Avenida Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 622-7670		DATE BY
APPROVED BY: RMJ		Certificate of Authorization Number LB-0007932		DATE BY



DRAINAGE EASEMENT #2 Closure:

North: 1496488.6832' East: 561347.7177'

Segment #1 : Line

Course: S11° 28' 30.99"W Length: 66.637'

North: 1496423.3782' East: 561334.4606'

Segment #2 : Line

Course: N78° 18' 15.04"W Length: 23.066'

North: 1496428.0540' East: 561311.8735'

Segment #3 : Line

Course: N11° 28' 53.96"E Length: 65.866'

North: 1496492.6020' East: 561324.9844'

Segment #4 : Line

Course: S80° 13' 04.97"E Length: 23.069'

North: 1496488.6826' East: 561347.7181'

Perimeter: 178.638' Area: 1527.91 Sq. Ft.

Error Closure: 0.0007 Course: S27° 41' 24.54"E

Error North: -0.00061 East: 0.00032

Precision 1: 255197.143

EXHIBIT "C"
("Easement Parcel 803")

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-800
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #3
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 38, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at 6"x6" concrete monument marking the Northeast Corner of Section 35, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°06'56" East, along the East line of the Northeast 1/4 of said Section 35, a distance of 1250.09 feet to the southerly Limited Access Right-of-Way Line of State Road 528; thence run S89°53'39"E, along said southerly Limited Access Right-of-Way Line, a distance of 2583.98 feet to the northwest corner of Permanent Easement Parcel 907-801/ Part C as depicted on Orlando -Orange County Expressway Right-of- Way Map , Project 907; thence run S00° 08' 21" W, departing said southerly Limited Access Right-of-Way Line, along the west line of said Easement, a distance of 108.00 feet to the southwest corner of said Easement and the POINT OF BEGINNING; thence run S89° 53' 39" E , along the south line of said Easement, a distance of 108.27 feet to the southeast corner of said Easement; thence departing said south line, run S00° 17' 28" E, a distance of 47.30 feet; thence run S89° 58' 12 " W, a distance of 108.53 feet; thence run N 00° 01' 41" E, a distance of 47.56 feet to the POINT OF BEGINNING.

Containing 5141 square feet or 0.118 acres, more or less.

Surveyors Notes

- Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901) , US Survey Foot, based on the north line of Section 34, Township 23 South, Range 30 East as being North89°50'49"East. The average combined scale factor is 0.9999476.
- The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
- This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
- The location and configuration of the lands described and depicted hereon were provided by the client.
- This legal description and sketch may have been reduced in size by reproduction.

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- (D) = Deed
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- PID = Parcel Identification Number
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- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
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- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- = 1/4 section line

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

DRAFT

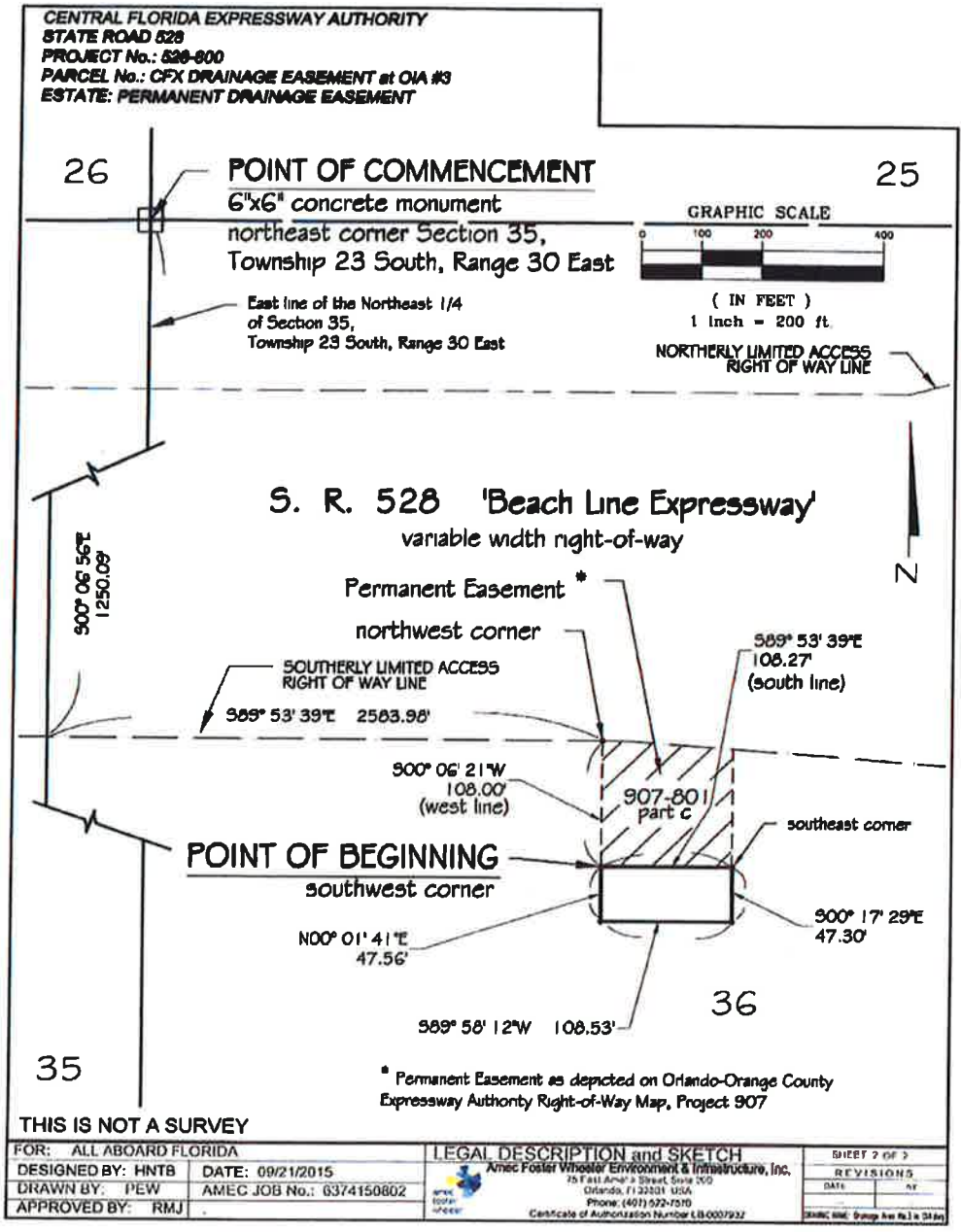
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH Amec Foster Wheeler Environment & Infrastructure, Inc. 15 East America Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932	SHEET 1 OF 2
DESIGNED BY: HNTB	DATE: 09/21/2015		REVISIONS
DRAWN BY: PEW	AMEC JOB No.: 6374150802		DATE BY
APPROVED BY: RMJ			DATE

For Recording Purposes Only



DRAINAGE EASEMENT #3 Closure:

North: 1495618.3839' East: 569752.9976'

Segment #1 : Line

Course: S89° 53' 39.19"E Length: 108.270'

North: 1495618.1840' East: 569861.2675'

Segment #2 : Line

Course: S00° 17' 28.61"E Length: 47.299'

North: 1495570.8856' East: 569861.5079'

Segment #3 : Line

Course: S89° 58' 11.62"W Length: 108.534'

North: 1495570.8286' East: 569752.9739'

Segment #4 : Line

Course: N00° 01' 41.43"E Length: 47.555'

North: 1495618.3836' East: 569752.9973'

Perimeter: 311.658' Area: 5141.13 Sq. Ft.

Error Closure: 0.0005 Course: S46° 14' 51.70"W

Error North: -0.00031 East: -0.00033

Precision 1: 623316.000

EXHIBIT "D"
("Easement Parcel 804")

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No.: 528-1240
PARCEL No.: CFX DRAINAGE EASEMENT at OIA #804
ESTATE: PERMANENT DRAINAGE EASEMENT

A parcel of land lying in the Section 35, Township 23 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a 6"x6" concrete monument (no identification) marking the Northwest Corner of Section 35, Township 23 South, Range 30 East, Orange County, Florida; thence run South 00°22'19" East, along the west line of the Northwest 1/4 of said Section 35, a distance of 589.13 feet to the south Limited Access Right-of-Way Line of State Road 528 per Orlando Orange County Expressway Authority Goldenrod Road Extension Project 903 Right-of-Way Maps; thence run along said south Limited Access Right-of-Way Line the following four (4) courses and distances; thence run South 76°11'34" East, a distance of 368.99 feet; thence run South 75°51'57" East, a distance of 98.35 feet to a point on a non-tangent curve with a radius of 2770.79 feet, concave to the south; thence easterly along said curve to the right through a central angle of 7°40'18", a chord distance of 370.72 feet where the chord bears S71°21'21"E an arc distance of 371.00 feet to the point of intersection with a non-tangent line; thence S66°51'16"E, a distance of 98.35 feet; thence run S66°31'16"E, a distance of 233.65 feet to the POINT OF BEGINNING; thence continue along said south Limited Access Right-of-Way Line the following four (4) courses and distances; thence run S66°31'16"E, a distance of 199.42 feet to a point on a curve with a radius of 2000.00 feet, concave to the north; thence easterly along said curve to the left through a central angle of 10°53'25", a chord distance of 379.57 feet where the chord bears S71°57'58"E an arc distance of 380.14 feet; thence run S77°24'41"E, a distance of 248.47 feet; thence run South 08°35'44" West, a distance of 22.89 feet; thence departing said south Limited Access Right-of-Way Line, run westerly along a curve to the right through a central angle of 8°55'54", a chord distance of 556.26 feet where the chord bears N74°42'26"W an arc distance of 556.83 feet; thence run North 68°44'48" West, a distance of 274.06 feet; thence run North 22°02'13" East, a distance of 29.40 feet to the POINT OF BEGINNING.

Containing 0.42 acres, more or less.

Surveyors Notes

LEGEND:

- (C) = Calculated
- (D) = Deed
- (M) = Measured
- (P) = Plat
- O.R.B. = Official Records Book
- Pg. = Page
- R = Radius
- L = Length of curve (arc distance)
- CD = Chord distance
- Delta = central angle
- CB = Chord Bearing
- ID, or Id = Identification
- JA = Parcel Identification Number
- PID = Parcel Identification Number
- S.R. = State Road
- CFX = Central Florida Expressway Authority
- R/W = Right-of-Way
- C = Centerline
- LA = Limited Access Right-of-way line
- PC = Point of Curvature
- PT = Point of Tangency
- PCC = Point of Compound Curvature
- PRC = Point of Reverse Curvature
- (NT) = Non Tangent
- CM = Concrete Monument
- = section line
- = 1/4 section line
- OOCEA = Orlando Orange County Expressway Authority
- No = Number

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the west line of the northwest 1/4 of Section 35, Township 23 South, Range 30 East as being South 00°22'19" East. The average combined scale factor is 0.9999476.
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

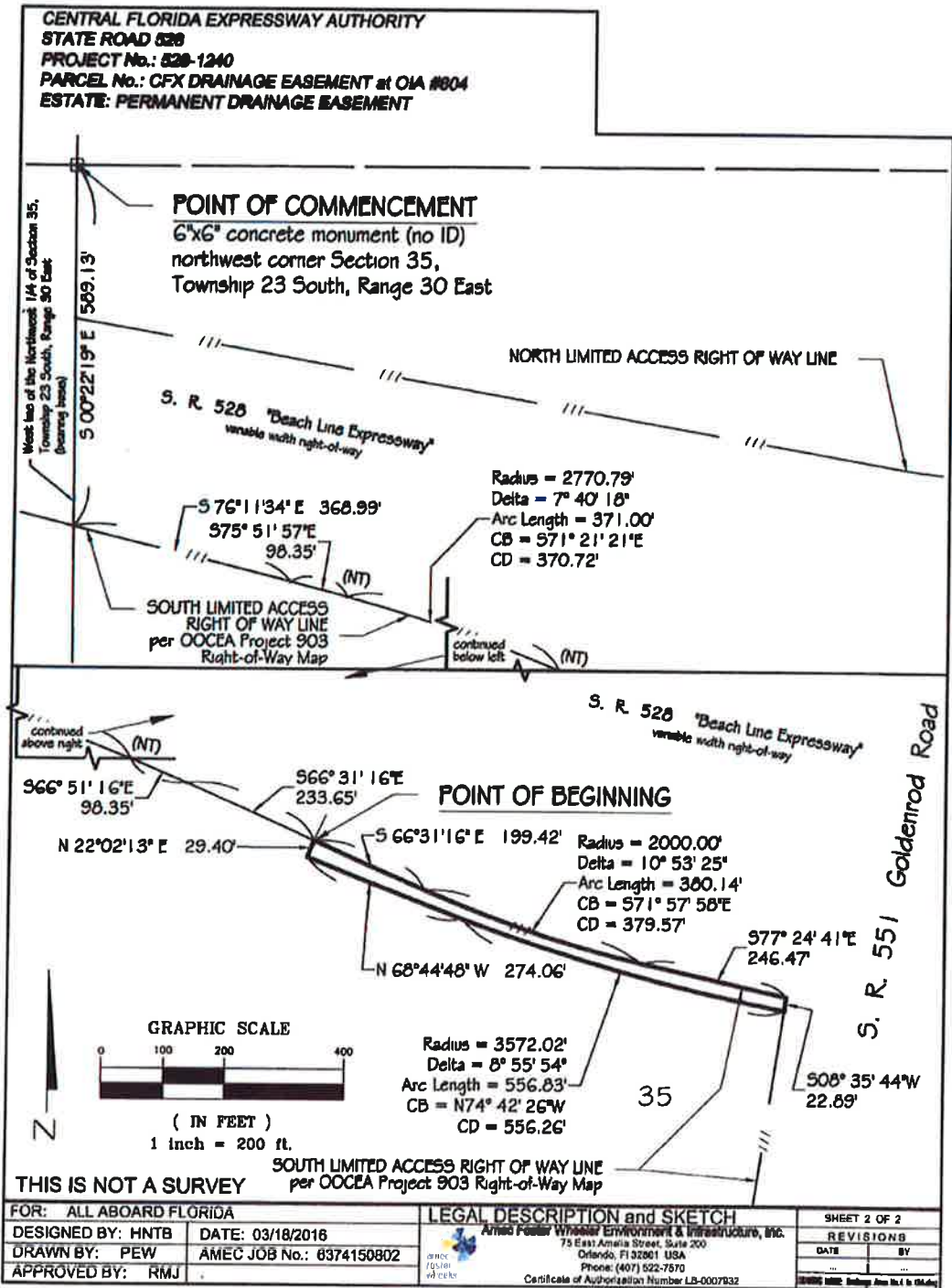
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: ALL ABOARD FLORIDA		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 03/18/2016	 AMEC Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 622-7670 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374150802			DATE	BY
APPROVED BY: RMJ					

For Recording Purposes Only



Closure for Drainage Easement 4:

North: 1495998.4786' East: 562989.2665'

Segment #1 : Line

Course: S66° 31' 15.61"E Length: 199.419'

North: 1495919.0275' East: 563172.1748'

Segment #2 : Curve

Length: 380.142' Radius: 2000.000'

Delta: 010° 53' 25" Tangent: 190.646'

Chord: 379.570' Course: S71° 57' 58.11"E

Course In: N23° 28' 44.39"E Course Out: S12° 35' 19.39"W

RP North: 1497753.4399' East: 563969.0006'

End North: 1495801.5207' East: 563533.0979'

Segment #3 : Line

Course: S77° 24' 40.61"E Length: 246.470'

North: 1495747.8023' East: 563773.6427'

Segment #4 : Line

Course: S08° 35' 43.92"W Length: 22.890'

North: 1495725.1694' East: 563770.2216'

Segment #5 : Curve

Length: 556.825' Radius: 3572.024'

Delta: 008° 55' 54" Tangent: 278.978'

Chord: 556.262' Course: N74° 42' 26.11"W

Course In: N10° 49' 37.09"E Course Out: S19° 45' 30.70"W

RP North: 1499233.6075' East: 564441.2037'

For Recording Purposes Only

End North: 1495871.8840' East: 563233.6564'

Segment #6 : Line

Course: N68° 44' 48.08"W Length: 274.061'

North: 1495971.2289' East: 562978.2351'

Segment #7 : Line

Course: N22° 02' 13.02"E Length: 29.398'

North: 1495998.4791' East: 562989.2654'

Perimeter: 1709.206' Area: 18433.80 Sq. Ft.

Error Closure: 0.0012 Course: N65° 37' 08.45"W

Error North: 0.00048 East: -0.00105

Precision 1: 1423391.667

EXHIBIT "E"
("CFX Permitted Exceptions")

1. City and GOAA reserve unto themselves, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of, or in the said airspace, for use of said airspace for landing on, or taking off from, or operating on Orlando International Airport.
2. CFX, City and GOAA expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with the FAA Regulations, Part 77.
3. CFX, City and GOAA expressly agree for themselves, their successors and assigns, to prevent any use of the herein described real property which would interfere with the landing or takeoff of aircraft at the Orlando International Airport, or interfere with the air navigation, and or communication facilities serving the Airport, or otherwise constitute an airport hazard.
4. CFX, City and GOAA, and their successors and assigns shall not permit/afford access from the Easement Parcels onto Orlando International Airport Property for aeronautical purposes.
5. City and GOAA shall insure that if the Easement Parcels are used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the Easement Parcels to the municipal use. The proceeds should remain in this account until utilized in accordance with the FAA Order 5190.6B, paragraph 22.17.e.

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "J"
(CFX PERMITTED EXCEPTIONS)

STATE ROAD 528
CFX PROJECT: 528-1240

EXHIBIT "K"
(GOAA PERMITTED EXCEPTIONS)

**RESOLUTION NO. 2015- 346
Surplus Property
(SR 528 – Project 528-1240
Multimodal Corridor)**

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AUTHORIZING SALE OF FEE PARCEL TO THE
GREATER ORLANDO AVIATION AUTHORITY**

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 (the “System”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.* of CFX’s Permanent Policies and Rules (referred to herein as the “Policy”), which Policy provides for identification and disposal of real property not needed to support existing Expressway Facilities (“Excess Property”); and

WHEREAS, pursuant to the Policy, if the CFX Board determines by resolution that the Excess Property is not essential for present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes, said Excess Property shall be designated as “Surplus Property”; and

WHEREAS, CFX has determined that the parcel identified in Exhibit “A”, attached hereto, constitute Surplus Property; and

WHEREAS, CFX’s General Consulting Engineer, Atkins North America, Inc., has certified that the parcel will not be needed for the current or future construction, operation or maintenance of the System; and

WHEREAS, CFX’s Right of Way Committee has determined that, the sale of the property to the Greater Orlando Aviation Authority would be in the best interest of CFX; and

WHEREAS, in light of the foregoing circumstances, CFX’s Right of Way Committee has recommended that the CFX Board declare the property as Surplus Property available for sale and further recommend that the Surplus Property be sold to the Greater Orlando Aviation Authority.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That CFX hereby declares that the property is not essential for the present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes.

Section 2. That CFX declares it is in the public interest, under the circumstances, to declare the property as Surplus Property and available for sale to Greater Orlando Aviation Authority, at appraised value.

Resolved this 12th day of November, 2015.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**



Welton G. Cadwell
Chairman

Attest:



Darleen Mazzillo, Executive Assistant

Approved as to form and legality



Joseph L. Passiatore
General Counsel

Resolution No. 2015- 346

EXHIBIT "A"
See Attached Depiction
Surplus Property (SR 528 – Multimodal Corridor)



Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810-6101
Telephone: +1.407.647.7275
www.atkinsglobal.com/northamerica

November 4, 2015

Joseph A. Berenis, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

**Re: Central Florida Expressway Authority
Disposition of Property
Project 528-800
Parcel 7.1, C-4 (Partial)**

Dear Mr. Berenis:

We have reviewed the limits of the above designated parcel, as depicted on the attached. In our opinion, this property is no longer essential for the operation of the Expressway System and disposition of the subject parcel would not impede or restrict the current or future operation by the Central Florida Expressway Authority (CFX) of the Expressway System.

This letter is based on a review of All Aboard Florida's (AAF) Section PE01 plans dated February 6, 2015 and related follow-up submittals, which confirmed AAF's proposed installation of required drainage infrastructure.

This letter pertains only to the parcel designated above and is not to be construed as acceptance of the AAF plans for the entire project.

Sincerely,



Nathan P. Silva, P.E.
GEC Program Manager

Attachment

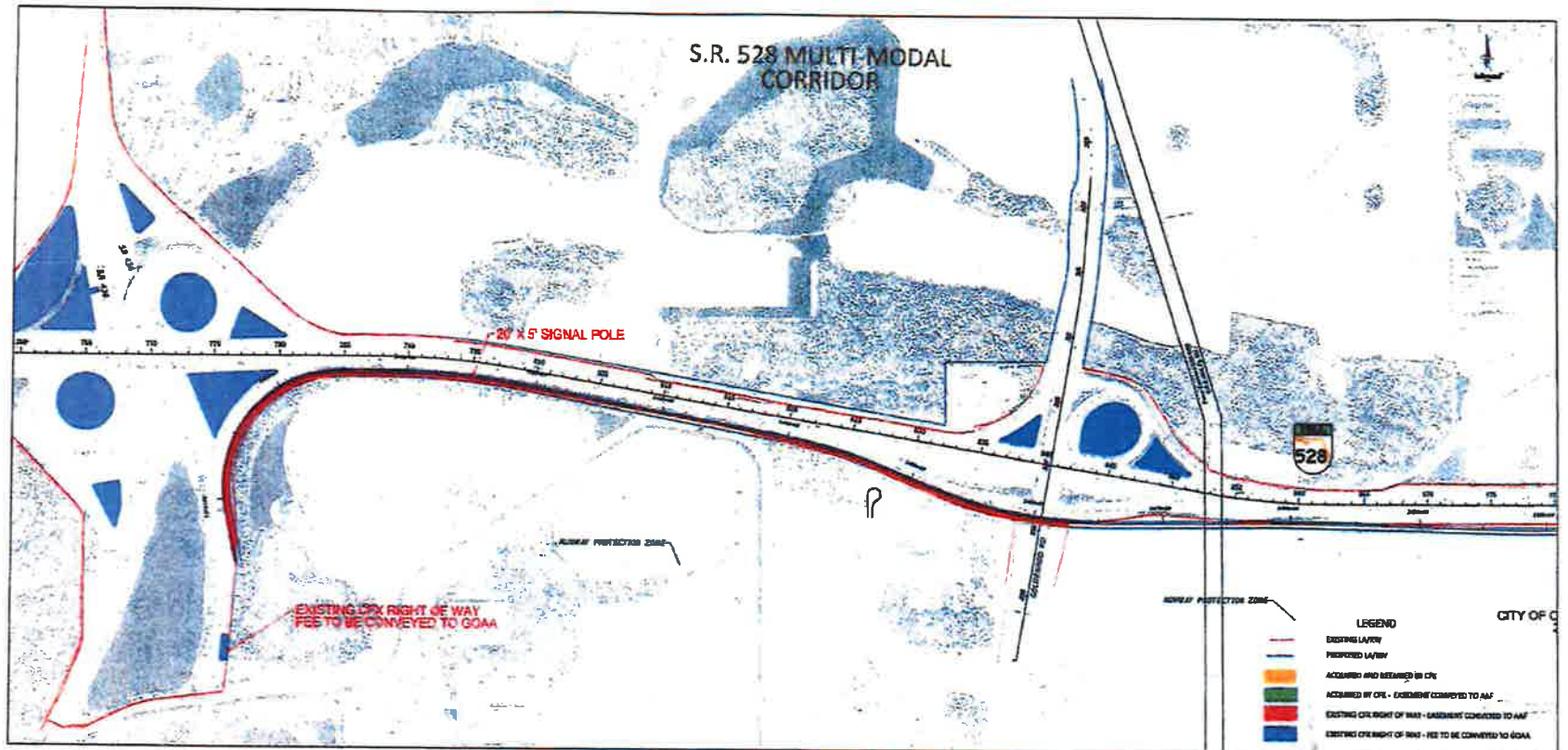


EXHIBIT A

**Consent Agenda Item
#16**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 15, 2018

SUBJECT: Award of Contract to LaFleur Nurseries & Garden Center, LLC for
S.R. 453 Landscape Improvements
Project No. 429-825; Contract No. 001365

An Invitation to Bid for the referenced project was advertised on January 7, 2018. Responses to the Invitation were received from four (4) contractors by the February 12, 2018 deadline.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	LaFleur Nurseries & Garden Center, LLC	\$1,450,000.00
2.	Groundtek of Central Florida, Inc.	\$1,704,695.85
3.	Arazoza Brothers Corp.	\$1,948,726.50
4.	Green Construction Technologies, Inc.	\$2,668,503.01

The Engineer's Estimate for this project is \$1,646,375.50.
\$1,047,000.00 was approved in the Five-Year Work Plan.

The Landscape Architect of Record (LAOR) for Project 429-825 has reviewed the low bid submitted by LaFleur Nurseries & Garden Center, LLC, and has determined that there is one unbalanced Pay Item identified. However, the LAOR has deemed the low bidder's unit prices appropriate and that the Engineer's unit price was low due to volatile market condition in the landscape construction industry.

The Procurement Department has evaluated the bids and has determined the bid from LaFleur Nurseries & Garden Center, LLC, to be responsible and responsive to the bidding requirements. Award of the contract to LaFleur Nurseries & Garden Center, LLC in the amount of \$1,450,000.00 is recommended.

Reviewed by: 
Donald Budnovich, P.E.
Director of Maintenance



CONTRACT

This Contract No. 001365 (the "Contract"), made this 8th day of March, 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and LaFleur Nurseries & Garden Center, LLC, of 6275 W. State Road 46, Sanford, FL. 32771, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 429-825, S.R. 429 Wekiva Parkway 2C Landscape Improvements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 820 calendar days. The Contract Amount is \$1,450,000.00. This Contract was awarded by the Governing Board of CFX at its meeting on March 08, 2018.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

LAFLEUR NURSERIES & GARDEN CENTER, LLC

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX


CONSENT AGENDA ITEM

#17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement



DATE: February 19, 2018

RE: Approval to execute an Agreement with Law Enforcement Systems (LES) for
Out of State Registered Vehicle Lookup

Board approval is requested to execute a contract with Law Enforcement Systems (LES), a Duncan Solutions Company, for a term of three years with two one year renewals in an amount not to exceed \$1,500,000 for the purposes of providing registered owner information lookup for unpaid toll transactions incurred by customers with out of state license plates. This will be a single source procurement.

This service was until recently provided by the Florida Turnpike Enterprise at no cost to CFX but is no longer available. Law Enforcement Systems (LES) has a proven track record for providing this service with access to fifty one (51) US Department of Motor Vehicle offices including the District of Columbia as well as many Canadian provinces and apportioned vehicles in Mexico.

This amount has been budgeted for in the OM&A Budget.

Reviewed by: 
David Wynne
Director of Toll Operations 

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Aneth Williams
Director of Procurement

FROM: David Wynne *D.W.*
Director of Toll Operations

DATE: February 19, 2018

SUBJECT: Single Source Justification for Law Enforcement Systems, LLC

Law Enforcement Systems, LLC (LES)
633 W. Wisconsin Avenue, Suite 1600
Milwaukee, WI 53203

The following is a list of reasons to Single Source with this vendor.

This vendor has a proven track record operating in Florida with tolling agencies. They have access to all 50 state DMVs as well as the District of Columbia, Canadian provinces and some apportioned vehicles from Mexico. They are currently contracted with Lee County Florida for use in the LeeWay Electronic Tolling Program which is Interoperable with E-PASS & SunPass. Due to the unannounced disconnect of out of state lookup services previously provided by Florida Turnpike Enterprise this agreement will allow us fastest way to continue to be able to issue Pay By Plate invoices to out of state customers and prevent revenue lose.

Approve: _____

Aneth Williams
Aneth Williams

Duncan Solutions, Inc.

Central Florida Expressway Authority

Tolling Support Services

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Al Almasy, Vice President -Tolling Solutions
2/19/2018

Experience and Qualifications

Company History and Background

Duncan Solutions, Inc. (Duncan) has over 30 years of vehicle-based debt collection and toll program experience. The history of Duncan's collections business is defined by a strategic focus on vehicle-related debt, which culminated in the merger of two industry-leading agencies. Law Enforcement Systems, LLC (LES) was founded in 1982 and immediately established a reputation as a top solution provider to municipal and transportation agencies, by providing parking and toll violation collection services to agencies such as New York City, Miami-Dade County, Bay Area Toll Authority, GA State Road and Tollway Authority, Illinois Tollway, and North Texas Tollway Authority. Professional Account Management, LLC (PAM) has developed into one of the fastest growing companies in the industry since its inception in 1988, with a portfolio of clients including top-tier cities such as Atlanta, Washington, DC, Pittsburgh, Detroit, Houston, Milwaukee, and many more.

In 2005, these two industry-leading collection firms merged to create Duncan Solutions, Inc., a mid-market alternative for government agencies seeking parking and transportation management solutions. This merger brought together the deep resources and innovative solutions of LES and PAM, *making Duncan the leader in debt collection for tollway, parking, and other vehicle-related accounts.* Today, Duncan is assigned approximately 5 million accounts per year, with a combined value over \$475 million.

Duncan's company headquarters is strategically located in southeastern Wisconsin, 90 miles north of Chicago in the Central time zone. Duncan also has five satellite offices located throughout the U.S.



Highlights

- Demonstrated capabilities to obtain RO data from **all 51 DMVs and Canadian Provinces** (where legal)
- **LES** nationwide DMV hit rate approaches an industry-besting **90%**.
- **Process over 15 million DMV transactions per year**
- Familiar with various toll systems and processing requirements
- Use of numerous external databases to obtain address updates for up to 80% of returned mail items
- **Experienced team of program management personnel** with extensive experience working with state DMVs
- Collection of over \$223 million in annual government revenue

Duncan Headquarters



Reputation in the Tollway Industry

Duncan is well established as a leading expert in collecting vehicle-based debts. On an annual basis, we collect over \$223 million in revenue for our government customers. While we began in the market with parking citation collections, our impressive ability to acquire registered owner information and collect for public entities has gained broad acceptance in the tollway market. In the last three years alone, we have secured eight contracts for delinquent tollway collections. Several of these contracts resulted in Duncan being selected over the existing or incumbent collections provider, and never have we won based off of a low price alone. This demonstrates that we have earned our place as a valued provider for tollway collections through our expertise, not just a lowball price. A combination of a reasonable price and strong collection results will always deliver the best value for a tolling agency.

It is important to note that we are not resting on our laurels. *We are constantly making improvements to our systems and strategies, and the tolling industry is taking notice.* The table below shows our consistent growth in the industry, with 22 new toll agency contracts awarded in the last three years for a variety of back office and revenue cycle support services.

	Toll Agency Wins	Win Date	Collection	DMV	Skip Tracing	Customer Service
	407 ETR	Dec 2017	X	X		
	Pocahontas Parkway	Nov 2017	X	X	X	
	Chicago Skyway	June 2017	X	X		
	Cameron Cty Regional Mobility Authority	Mar 2017	X	X		
	Ohio River Bridges	Dec 2016		X		
	Dominion Boulevard	Dec 2016		X		
	Dulles Greenway	Nov 2016	X			
	American Roads, LLC	Oct 2016	X	X		
	Transportation Corridor Agencies	Sept 2016		X		
	Kansas Turnpike Authority	July 2016		X		
	Pennsylvania Turnpike	Apr 2016	X	X		
	Florida's Turnpike Enterprise	Mar 2016		X	X	
	Northwest Parkway	Oct 2015		X		
	Massachusetts Dept. of Transportation	July 2015		X		
	New Jersey Turnpike (subcontract with Xerox)	Apr 2015	X			
	Colorado E-470	Feb 2015		X		
	North Texas Tollway Authority	Nov 2014	X	X	X	X
	Delaware Department of Transportation	Sept 2014	X	X		
	Illinois Tollway	Sept 2014	X			
	Bay Area Toll Authority	Mar 2014	X			
	Georgia State Road and Tollway Authority	Mar 2014	X	X		
	Elizabeth River Crossings	Jan 2014		X	X	

Tolling Back Office Support Services

1. DMV Registered Owner Look Up Services

Locating the registered owner of a vehicle is essential to collecting delinquent tolls and violations. Without the proper name and address, consequences for motorists who disobey laws may not be enforced, and the associated toll and penalty revenues can be lost forever.

For over 35 years, Law Enforcement Systems (LES), a Duncan Solutions Company has been providing comprehensive support to clients in need of vehicle registered owner (RO) information for violation processing and delinquent account collection functions. LES utilizes a proprietary and comprehensive RO data acquisition solution we call **DMVRegInfo®**. As part of this service, we acquire RO data directly from DMVs and indirectly using third party data sources. Each method is dependent on establishing proper levels of authorization between our clients, the relevant state DMV, the third-party providers, and LES. On an annual basis, we process **over 15 million DMV registered owner requests** for our clients.

Key characteristics of our comprehensive solution include:

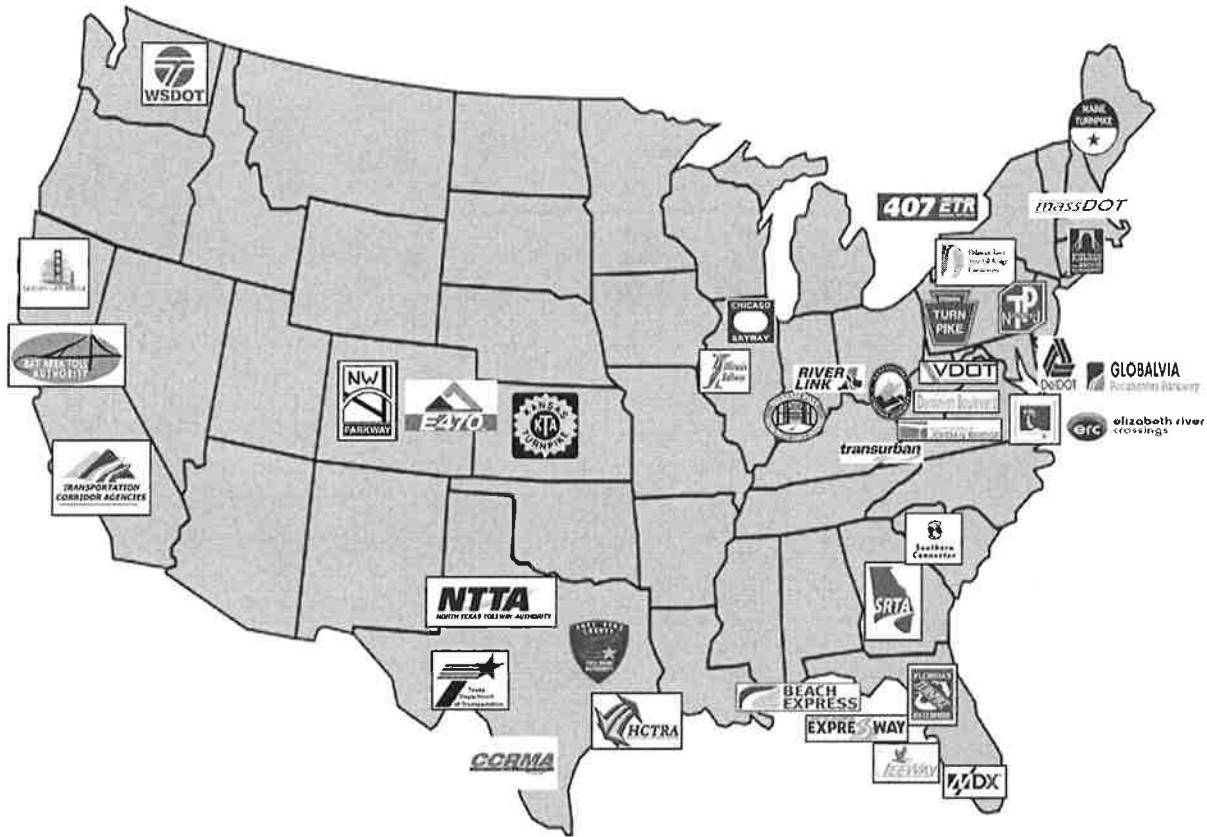
- Proven performance of DMV RO acquisition for similar tollway clients
- Ability to retrieve vehicle registered-owner information from every state DMV and some Canadian provinces
- Fast and efficient method to electronically submit license plates for registered owner retrieval in a batch mode
- Cost-effective, easy and rapid RO retrieval
- Flexible subscriptions allow for online batch submission of requests and full integration with processing system(s)
- Optimal "hit rates" from a proven industry leader
- Ability to limit multiple requests for the same license plate record, resulting in cost savings for your agency

On a daily or weekly basis, LES can accept an FTP file for RO data acquisition. Once received, we prepare and submit the data through our comprehensive process to secure the requested RO data. Upon return from our sources, data is sent to the toll agency via FTP for subsequent integration for its violation processing and collection process. On a monthly basis, LES provides a summary invoice and a series of reports identifying the registered owner data acquisition activity.

LES maintains strict control of your agency's confidential information. As with any sensitive data, and specifically, that which is related to driver information, we understand that the release of DMV information is strictly governed by the Federal Drivers Privacy Protection Act (DPPA) and is subject to periodic audit by individual states. As such, only authorized users have access to the data we manage on behalf of toll agencies. Further, our system automatically tracks all client requests for RO data and

date of fulfillment. A historical audit trail is maintained by the system for all clients and is available as part of a printed report. As a demonstration of commitment to data security, all involved LES personnel sign an acknowledgment of the DPPA and a Security Agreement and are subject to immediate dismissal for any breach of policy and procedures.

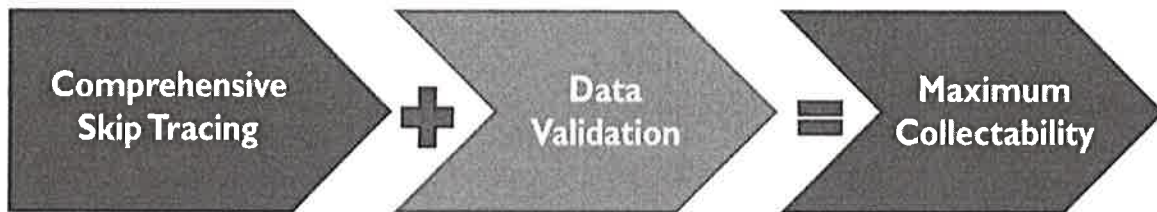
The map below shows our experience with our toll agency clients across the US.



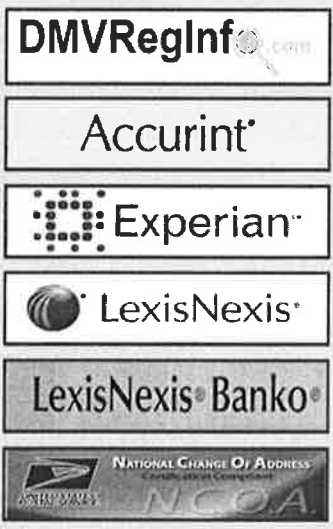
2. Pre-Collection Skip Tracing Services

Duncan can provide address skip tracing using our waterfall solution which goes out to five unique databases, including credit bureaus, postal service move updates, and consumer information repositories. These vendors can provide information ranging from customers' social security numbers, available consumer credit, mortgages, employment and data that gives us the best chance to contact and secure payments on a customer's account. Our process and multiple data sources results in obtaining the most current available information as quickly and effectively as possible. The multi-tiered skip-tracing process is structured so that the most cost-effective and successful tools are initially employed.





Duncan's Skip Tracing Toolkit
 We use a multi-tiered, national skip tracing process that leverages leading vendors and ensures data security and FDCA compliance



Best-Available Contact Data
 Our system identifies and removes uncollectable accounts, including deceased debtors and bankruptcies



Enhanced Debtor Contact
 Better, more complete debtor data means more avenues to collect, which translates to greater revenue recovery



As demonstrated below, our solution includes products and services from some of the most reputable firms in the data broker business to help improve debtor contact, including:

Banko — Banko offers bankruptcy and deceased databases, which are used to keep your portfolio of accounts complete and up-to-date to help optimize the collection process. Banko's national bankruptcy database contains complete information on all bankruptcy filings, discharges, dismissals, and conversions in the United States. Banko gathers complete bankruptcy information from all Federal Bankruptcy Districts on a daily basis. This information is then imported into one, easy-to-use bankruptcy database, saving time and bankruptcy court on-line fees. *This database contains historical data from 1992 to present.*



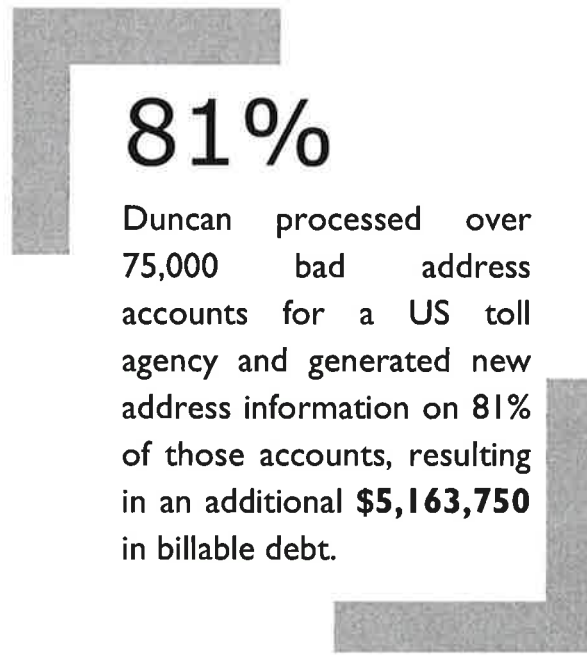
Accurint — Accurint is the most widely accepted locate-and-research tool available to government, law enforcement and commercial customers. Its proprietary data-linking technology returns search results in seconds to the users' desktop.

Trans Union — Trans Union is one of the three major national credit bureaus and provides a fertile source of address and phone number information updates.

Experian — Experian provides a number of products and services including a variety of tools to quickly locate hard to find debtor contact information. These tools include the ability to locate home phones and addresses, locate place of employment, use collection scoring as a tool and additional tools to help us determine if a citizen has the ability to pay.

National Change of Address Service (NCOA)

— NCOA services are provided by private sector companies who are certified and licensed by the United States Postal Service (USPS). Updated computerized change-of-address information is provided each week to the NCOA licensees by the USPS. The licensees improve mail deliverability by providing mailers with current, standardized five-digit ZIP Codes, four-digit add-on codes, and two-digit delivery point coded addresses for individual, family, and business moves.



An effective skip tracing process will result in reduced leakage as more violation notices and invoices will be updated from the undeliverable mail category and can be placed back into the active collection stream. This is a key element for revenue enhancement and overall motorist compliance.

PRICE PROPOSAL

Duncan has prepared this price proposal exclusively for the Central Florida Expressway for the services detailed below:

1. DMV Registered Owner Lookup Services

LES will provide registered owner information as supplied by DMV data sources at the price of **\$1.00 per "hit"**, or return of data. Multiple requests for the same plate in one request batch will be considered one request.

- Data will be exchanged using LES' secure FTP site.
- LES will provide data format.
- For states that require additional formal agreements (noted with * on the list below) LES will supply the necessary state forms required to be completed and executed by the requesting entity, and assist with the documentation flow.
- LES will supply forms for Nlets ORI/S-ORI access (National Law Enforcement Telecommunication System, Originating Agency Identifier) with either full or restricted access, indicated by an "S". The Nlets database provides integrated access to multiple state DMVs. Full or restricted access is granted by the Nlets organization based on the requesting agency's law enforcement authority level.
- Connecticut requires that all notices sent to citizens be reviewed by the DMV prior to access approval.
- Turnaround times below are approximate and are not guaranteed, based on state agency responsiveness.

DMV Registered Owner Information			
Approximate Turnaround Times by State			
	1- 10 Day Retrieval	Available With Nlets S-ORI	Available With Nlets Full ORI
Alabama	Montana	Utah	Hawaii
Alaska	Nebraska		New Hampshire
Arkansas	Nevada		Pennsylvania
Arizona	New Jersey		Canadian:
California*	New Mexico		Alberta
Colorado	New York*		British Columbia
Connecticut*	North Carolina		Manitoba
Delaware	North Dakota		Nova Scotia
Florida	Ohio		Ontario
Georgia	Oklahoma		Prince Edward Island
Idaho	Oregon*		Saskatchewan
Iowa*	Quebec		
Illinois*	Rhode Island		
Indiana	South Carolina		
Kansas	South Dakota		
Kentucky	Tennessee		
Louisiana	Texas		
Maine	Vermont		
Maryland	Washington		
Massachusetts	Washington, DC		
Michigan*	West Virginia		
Minnesota	Wisconsin		
Mississippi	Wyoming		
Missouri	Virginia*		
	<i>*Requires state forms to be completed</i>		

2. Pre-Collection Skip Tracing Services

Duncan will provide address skip tracing using our waterfall solution which goes out to five unique databases, including credit bureaus, postal service move updates, and consumer information repositories.

The cost for this service will be **\$.05 per record submitted by Central Florida Expressway and an additional \$.25 per record update returned by Duncan.** If monthly volume exceeds 75,000 records, this price will be reduced to \$.05 per record submitted and \$.20 per record update returned, for all records in that month.

This REGISTRATION INFORMATION SUBSCRIBER AGREEMENT ("Agreement") is effective as of the last date set forth below, by and between Law Enforcement Systems, LLC ("LES") with its principal address at 633 West Wisconsin Avenue, Suite 1600, Milwaukee, WI 53203 and Central Florida Expressway Authority (CFX) ("Subscriber") with its principal address at 4974 Orl Tower Rd, Orlando, FL 32807. For purposes of this Agreement, the term "Subscriber" shall include the above named entity's employees, directors, agents, representatives, affiliates, customers, and any additional Authorized Users granted access to the Services and Information by Subscriber; and all references to LES shall include LES's directors, officers, employees, agents, affiliates and assigns. LES and Subscriber may each be referred to individually as Party or together as Parties.

1. SERVICES AND INFORMATION. The services provided by LES include online services, gateway access, filing and processing assistance, consulting and customer service, cost saving strategies, document and form assistance, and other services related to accessing motor vehicle registration and other information by or with the assistance of LES, hereinafter collectively referred to as "Services". All information accessed or retrieved through or related to the Services, including, without limitation, all data, personal information, motor vehicle registration information, search results, reports and files, is hereinafter collectively referred to as "Information". The Information, which primarily consists of motor vehicle registration information, is compiled and maintained by various departments of motor vehicles or similar entities, and in many cases is then compiled and accessed through national databases or similar mediums, operated primarily by private entities, that help facilitate the regulated and controlled exchange of the Information (these DMVs, databases, and other entities are not affiliated with LES and are hereinafter collectively referred to as "DMV data sources"). For the avoidance of doubt, LES is providing Services. All Information is created, maintained, owned and provided entirely by DMV data sources. LES is not responsible for the acts or omissions of DMV data sources or for the Information they provide.

2. ELIGIBILITY. LES does not provide Services to the general public, and Subscriber will only be granted access to Services and Information conditioned upon and subject to the Subscriber certifying that it is permitted to access the Information under the Federal Drivers Privacy Protection Act ("DPPA") and other applicable laws by properly completing the Intended Use Certification ("Certification"), which is incorporated and included herein as Attachment A. Access to the Information is at all times conditioned upon and subject to any requirements of the DMV data sources or applicable local, state, and federal rules and regulations.

3. FEES. For the Services, Subscriber shall pay LES the applicable rates described at Attachment B - the "LES Price List", which is incorporated by reference herein. LES shall invoice Subscriber for all fees and charges incurred and such invoices are due and payable upon receipt.

LES reserves the right to modify its rates and the LES Price List upon thirty (30) days' advance written notice. This ability to modify rates is essential since LES is charged fees by DMV data sources, and their fees can be changed without notice to LES. Notwithstanding the section on Termination below, in the event of a rate increase Subscriber may terminate this Agreement on thirty (30) days' advance written notice.

4. RESTRICTIONS ON USE. Subscriber shall not sell, copy, reproduce, disclose, or transfer, copy in bulk or resell the Information or include the Information in uncontrolled or unsecure documents or communications. Information

This REGISTRATION INFORMATION SUBSCRIBER AGREEMENT ("Agreement") is effective as of the last date set forth below, by and between Law Enforcement Systems, LLC ("LES") with its principal address at 633 West Wisconsin Avenue, Suite 1600, Milwaukee, WI 53203 and Central Florida Expressway Authority (CFX) ("Subscriber") with its principal address at 4974 Orl Tower Rd, Orlando, FL 32807. For purposes of this Agreement, the term "Subscriber" shall include the above named entity's employees, directors, agents, representatives, affiliates, customers, and any additional Authorized Users granted access to the Services and Information by Subscriber; and all references to LES shall include LES's directors, officers, employees, agents, affiliates and assigns. LES and Subscriber may each be referred to individually as Party or together as Parties.

1. SERVICES AND INFORMATION. The services provided by LES include online services, gateway access, filing and processing assistance, consulting and customer service, cost saving strategies, document and form assistance, and other services related to accessing motor vehicle registration and other information by or with the assistance of LES, hereinafter collectively referred to as "Services". All information accessed or retrieved through or related to the Services, including, without limitation, all data, personal information, motor vehicle registration information, search results, reports and files, is hereinafter collectively referred to as "Information". The Information, which primarily consists of motor vehicle registration information, is compiled and maintained by various departments of motor vehicles or similar entities, and in many cases is then compiled and accessed through national databases or similar mediums, operated primarily by private entities, that help facilitate the regulated and controlled exchange of the Information (these DMVs, databases, and other entities are not affiliated with LES and are hereinafter collectively referred to as "DMV data sources"). For the avoidance of doubt, LES is providing Services. All Information is created, maintained, owned and provided entirely by DMV data sources. LES is not responsible for the acts or omissions of DMV data sources or for the Information they provide.

2. ELIGIBILITY. LES does not provide Services to the general public, and Subscriber will only be granted access to Services and Information conditioned upon and subject to the Subscriber certifying that it is permitted to access the Information under the Federal Drivers Privacy Protection Act ("DPPA") and other applicable laws by properly completing the Intended Use Certification ("Certification"), which is incorporated and included herein as Attachment A. Access to the Information is at all times conditioned upon and subject to any requirements of the DMV data sources or applicable local, state, and federal rules and regulations.

3. FEES. For the Services, Subscriber shall pay LES the applicable rates described at Attachment B - the "LES Price List", which is incorporated by reference herein. LES shall invoice Subscriber for all fees and charges incurred and such invoices are due and payable upon receipt.

LES reserves the right to modify its rates and the LES Price List upon thirty (30) days' advance written notice. This ability to modify rates is essential since LES is charged fees by DMV data sources, and their fees can be changed without notice to LES. Notwithstanding the section on Termination below, in the event of a rate increase Subscriber may terminate this Agreement on thirty (30) days' advance written notice.

4. RESTRICTIONS ON USE. Subscriber shall not sell, copy, reproduce, disclose, or transfer, copy in bulk or resell the Information or include the Information in uncontrolled or unsecure documents or communications. Information

Registration Information Subscriber Agreement

can only be used for its original intended purpose. Information must be kept strictly confidential and must be kept private and secure, in compliance with commercially reasonable standards as well as all applicable privacy and security laws and regulations. Subscriber shall not use the Information for credit granting, credit monitoring, account review, insurance underwriting, employment or any other purpose prohibited by the Fair Credit Reporting Act, 15 U.S.C. Sec. 1681, et seq., ("FCRA"), and other applicable regulations and statutes. Subscriber shall not provide access to the Services or Information to any unauthorized party. Subscriber shall comply with all applicable federal, state and local laws and regulations, including, without limitation, the Driver's Privacy Protection Act ("DPPA") and the FCRA. Breach of this provision will cause termination of Subscriber's access to the Services and Information. LES reserves the right to injunctive and any other relief available at law to protect the Information. Notwithstanding any other provision of this Agreement, LES expressly acknowledges and agrees no provision in this Agreement shall impair Subscriber's right to re-disclose as allowed by 18 U.S.C. § 2721 or Subscriber complying with its obligations under the Florida Public Records Act.

5. USER IDENTIFICATION AND ACCESS. Subscriber shall maintain the confidentiality of its assigned password and user identification allowing access ("Access") to the Services and Information and is responsible for all charges incurred under such Access. Each of Subscriber's Authorized Users shall be assigned a unique user identification name or number ("ID"). The name of each user associated with each ID shall be provided to LES. Subscriber shall ensure that no ID assigned to Subscriber's account is used by more than one individual and that users do not otherwise share IDs. Unless Subscriber is a duly constituted law enforcement or government agency, LES, at its sole discretion, reserves the right to maintain and review records containing inquiry details and other activities performed by Subscriber.

6. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY. Subscriber acknowledges that it may have access to certain trade secrets and other information of a confidential and proprietary nature, including documents, information, business plans, cost saving strategies, processes and procedures, client and supplier information, and other information or materials, in any form or medium, pertaining to LES and the Services ("Confidential Information"). LES retains all respective intellectual property and ownership rights of, and related to, the Services and the Confidential Information. Such Confidential Information shall be kept strictly confidential by Subscriber using commercially reasonable standards, and shall not be used or disseminated by Subscriber except as narrowly permitted by this Agreement for the purposes contemplated herein. Confidential Information shall not include (i) publicly available information, (ii) information independently discovered or developed by Subscriber without the use of any Confidential Information, and (iii) information rightfully in Subscriber's possession free from any confidentiality obligations or restrictions. It shall not be a violation of this provision to narrowly disclose Confidential Information as required by law or pursuant to a valid court order, subject to cooperating with and providing advance notice to LES so that LES may seek a protective order. LES reserves the right to seek injunctive and any other relief available at law to protect its Confidential Information.

7. LIMITATION OF LIABILITY. Subscriber acknowledges and understands that LES relies on third parties, including state and local governments, compilers and reporters of public records, and others in providing the Services and Information, including but not limited to DMV data sources. THE SERVICES AND INFORMATION ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' WITHOUT WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither LES nor any third party shall be liable to Subscriber, or to any other party, for any damages, costs, expenses, or losses arising from or caused in whole or in part by (i) errors or omissions in the Services or Information; (ii) any Interruption in the Services or

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access to the Information; (iii) LES's or any third party's acts or omissions in procuring, compiling, interpreting, reporting or delivering the Information; or (iv) otherwise providing the Services. Notwithstanding this paragraph, in the event that LES or any third party is found liable by a court of competent jurisdiction for any damages for any reason that in any way relating to Subscriber's use of the Services or the Information, such damages shall be limited to the amount actually paid by Subscriber for the Services and the Information.

IN NO EVENT SHALL LES BE LIABLE TO SUBSCRIBER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, COSTS, EXPENSES, FEES, LOST PROFITS OR OTHER LOSSES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH.

8. TERM AND TERMINATION. The term of this Agreement shall be three (3) calendar years from the date of execution by LES. After the expiration of the initial three (3) calendar year term, this Agreement shall automatically renew for additional one (1) year terms unless non-renewed by either Party upon sixty (60) days advance written notice. This Agreement may be terminated at any time by either Party upon thirty (30) days prior written notice to the other Party. LES reserves the right to suspend access, or immediately terminate this Agreement, if Subscriber breaches any material provision of this Agreement.

In the event of termination of this Agreement, all payments due by Subscriber, whether or not invoiced at the time of termination, shall become payable immediately and shall only include payment for services received and expenses incurred as of the date of termination. Upon any such termination, Subscriber shall cease using the Services and Information and shall promptly return or delete all software, manuals, materials and documentation provided which relate to the Services.

9. ENTIRE AGREEMENT. This Agreement together with the attachments and/or addendums, if applicable, is the exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and statements whether written or oral. Subscriber acknowledges and agrees that no terms and conditions set forth in any purchase order or other document of Subscriber apply. Except for any changes to the LES Price List, this Agreement may be amended only upon the written consent of both Parties.

10. AUDIT. To ensure compliance with this Agreement and applicable laws, LES reserves the right to perform an audit of the Subscriber no more than once during any 12 month period. The Subscriber shall provide LES with reasonably requested information, which may include information, documents and data about (i) the end user, (ii) reason the data was requested, (iii) information and copies of violations or citations, and (iv) information or statements affirming that all data provided by LES has been used consistent with the terms of this Agreement. The Subscriber shall promptly comply with the audit and promptly provide reasonably requested information, generally in less than ten (10) business days. Failure to do so may be cause for immediate termination of this

Agreement and all Services. Upon LES' review of all audit materials provided by the Subscriber, a breach of this Agreement will be grounds for an immediate suspension of Services and possible termination of this Agreement until such time as LES reasonably determines compliance can be or has been restored by the Subscriber. LES reserves the right to injunctive and any other relief available at law to protect the Information. LES will notify the Subscriber of the results of any audit.

11. RELATIONSHIP AND ADVERTISING. This Agreement does not create any relationship of agency, partnership or joint venture between any of the Parties. Nothing in this Agreement gives the Subscriber the right to use LES' (or

Registration Information Subscriber Agreement

any affiliated companies, parent organizations, or clients) logos, trademarks, trade names, or other corporate names or marks without the written consent of LES. No information about, or provided by, LES may be used by the Subscriber in any advertising or marketing, client list, reference, study, or in any other work or product without the prior written consent of LES.

12. MISCELLANEOUS. (a) Except for any changes to the LES Price List or as otherwise provided herein, any notice required or permitted to be sent under this Agreement shall be in writing and sent by prepaid regular first-class certified mail return receipt requested, or by overnight courier to the addresses specified above, or such address either party may specify in writing. (b) Subscriber may not assign this Agreement or any rights hereunder, without the prior written consent of LES. (c) Should any term or condition of this Agreement be declared illegal or unenforceable, such illegality or unenforceability shall not affect any other term or condition hereof. (d) The provisions of Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13(c & e) shall survive the termination of this Agreement, for any reason. (e) This Agreement is governed and construed in accordance with the laws of the State of Florida, without reference to any conflicts of laws principles. Venue for any cause of action arising out of or related to this Agreement shall be mandatory in Orange County, Florida.

EXECUTION OF THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER TO PROVIDE SERVICES BY LES AND IS NOT BINDING UNTIL SUBSCRIBER HAS BEEN APPROVED BY LES FOLLOWING THE SUBSCRIBER QUALIFICATION PROCESS AND HAS BEEN ISSUED A USER IDENTIFICATION NUMBER AND PASSWORD BY LES.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last written below:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY:
Signature: _____
Printed Name: _____
Title: _____
Date: _____

LAW ENFORCEMENT SYSTEMS, LLC
Signature: _____
Printed Name: _____
Title: _____
Date: _____

REVIEWED AND APPROVED
BY LEGAL *Andres S. Blazon*
2/26/2018

Registration Information Subscriber Agreement

Attachment A - Subscriber Intended Use Certification ("Certification")

Subscriber represents and warrants that Subscriber is either a (i) a duly constituted law enforcement or other governmental agency; (ii) a company with a genuine and legitimate business need for the Services and the Information for the uses identified in this Certification; (iii) a licensed professional in good standing, and (iv) that Subscriber access and use of the information will at all times comply with the DPPA and all other applicable laws and regulations. Subscriber shall provide proof of licensure upon request of LES, and shall promptly notify LES of any change affecting this Certification or Subscriber's eligibility to use the Services or access the Information as described in the Agreement.

Regulations require that you certify your intended use of the Services and Information being made available to you and that your use of such is in compliance with the DPPA and all other applicable federal, state and local laws governing dissemination of public records. Please specify your intended use(s) for the Services and Information (check all that apply).

Law Enforcement

Federal, State or local government purposes

For use by a government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions

In connection with any civil, criminal, administrative, or arbitration proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court

Private toll transportation facility

Other use(s) not defined above (must describe in detail) _____

SUBSCRIBER AGREES TO USE THE SERVICES AND INFORMATION ONLY FOR THE PURPOSE(S) SPECIFIED ABOVE AND ONLY FOR THE SUBSCRIBER'S EXCLUSIVE USE IN THE ORDINARY COURSE OF BUSINESS AND NOT FOR RESALE OR OTHER DISSEMINATION, UNLESS IDENTIFIED IN THE SECTION BELOW TITLED "AUTHORIZED USER ACKNOWLEDGEMENT". EXECUTION OF THIS CERTIFICATION DOES NOT CONSTITUTE AN OFFER TO PROVIDE SERVICES BY LES.

Registration Information Subscriber Agreement

Authorized User Acknowledgement (if applicable)

Check here if you plan to allow Authorized Users access to the Services and Information and identify any and all Authorized Users below.

Subscriber shall be solely responsible for the Authorized Users' compliance with the intended uses identified in this Certification, consistent with the terms of the Agreement including the section on Indemnification.

By signing this Certification, Subscriber confirms that it has a written agreement in place with each Authorized User identified below which requires the Authorized User to agree to only use the Services and Information for the lawful purpose(s) identified in this Certification.

If an Authorized User is added or becomes inactive during the term of the Agreement, Subscriber agrees to notify LES within ten (10) business days of the change and must complete an Addendum which will then become a part of the entire Agreement.

Authorized Users:

1. Name: _____
Title: _____

3. Name: _____
Title: _____

2. Name: _____
Title: _____

4. Name: _____
Title: _____

I certify that I am authorized to execute this Certification on behalf of the Subscriber listed below. I certify that the above statements are true and correct.

SUBSCRIBER: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Registration Information Subscriber Agreement

Attachment B - DMV Lookup Services - LES Price List

LES will supply registered owner information as supplied by DMV data sources, at the price of **\$1.00 per "hit"** or return of data (unless otherwise noted for select states in the table below). Multiple requests for the same plate in one request batch will be considered one request. Other information regarding this service:

- Data will be exchanged using LES' secure FTP site.
- LES will provide data format.
- For states that require additional formal agreements (noted with * on the list below) LES will supply the necessary state forms required to be completed and executed by the requesting entity, and assist with the documentation flow.
- LES will supply forms for Nlets ORI/S-ORI access (National Law Enforcement Telecommunication System, Originating Agency Identifier) with either full or restricted access, indicated by an "S"). The Nlets database provides integrated access to multiple state DMVs. Full or restricted access is granted by the Nlets organization based on the requesting agency's law enforcement authority level.
- Connecticut requires that all notices sent to citizens be reviewed by the DMV prior to access approval.
- Turnaround times below are approximate and are not guaranteed, based on state agency responsiveness.

DMV Registered Owner Information			
Approximate Turnaround Times by State			
	1- 10 Day Retrieval	Available With Nlets S-ORI	Available With Nlets Full ORI
Alabama	Missouri	Utah	Hawaii
Alaska	Montana		New Hampshire
Arkansas	Nebraska		Pennsylvania
Arizona	Nevada		
California*	New Jersey		
Colorado	New Mexico		
Connecticut*	New York*		
Delaware	North Carolina		
Florida	North Dakota		
Georgia	Ohio		
Idaho	Oklahoma		
Iowa*	Oregon*		
Illinois	Pennsylvania		
Indiana	Rhode Island		
Kansas	South Carolina		
Kentucky	South Dakota		
Louisiana	Tennessee		
Maine	Utah		
Maryland	Vermont		
Massachusetts	Virginia*		
Michigan*	Washington		
Minnesota	West Virginia		
Mississippi	Wisconsin		
	Washington, DC		
*Requires state forms to be completed			


CONSENT AGENDA ITEM

#18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement


DATE: February 27, 2018

RE: Approval of Purchase Order to TransCore, LP for
Sticker Transponders

Board approval is requested to issue a purchase order to TransCore, LP in the amount of \$750,000.00 for 100,000 sticker transponders @ \$7.50 each.

The cost of transponders distributed is budgeted for in the OM&A Budget.

Reviewed by: 
David Wynne
Director of Toll Operations





2416 Lake Orange Drive,
Ste. 100
Orlando, FL 32837
407 382 1301

February 13, 2018

Mr. Dave Wynne
Director of Toll Operations
Orlando Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Subject: Sticker Tag Order Quote

Reference: CFX Contract 178 - Hardware Maintenance

Dear Mr. Wynne:

Per your request regarding tags, TransCore is pleased to provide pricing and quantity as follows:

100,000 Sticker Tags @ \$7.50 each = \$750,000.000

Delivery 4 – 6 weeks upon receipt of order.

Price includes FOB destination. The pricing quote is valid for sixty (60) days from the date of quote.

Thank you for your consideration.

Should you have any questions, please contact me at (407).

Sincerely,

Bob Davis
Project Manager
TransCore

cc: Mr. Saul Rivas
Mr. Fred Nieves
Orlando Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

TransCore Project 1117008


CONSENT AGENDA ITEM

#19

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 15, 2018

SUBJECT: Approval of Purchase Order to Cherwell Software, LLC for Management Hosted Services
Project No. 599-533

Board approval is requested to issue a Purchase Order to Cherwell Software, LLC in the amount of \$131,800.00 for services and licensing. This will be a single source procurement.

Cherwell Software, LLC will provide CFX with a cloud-hosted Information Technology Service Management (ITSM) solution that will allow CFX to automate processes and work-flows based on Information Technology Infrastructure Library (ITIL) industry best practices.

This purchase is included in the Five-Year Work Plan.

Reviewed by: 

Jim Greer
Director of IT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Aneth Williams, Director of Procurement

FROM: Jim Greer, Director of IT *A*

DATE: February 15, 2018

SUBJECT: Single Source Justification for Cherwell Software

Approval is requested to designate Cherwell Software, LLC, 10125 Federal Drive, Suite 100, Colorado Springs, CO 80908, a single source vendor exempt from the competitive bidding process for the Cherwell ITSM solution.

Prior to selecting Cherwell, two competing solutions were reviewed from ServiceNow and EasyVista. All three providers are recognized leaders within the ITSM software market. Cherwell was the least-cost provider and also offered the best match of features to CFX's requirements. Furthermore, the Cherwell product is widely used within many State of Florida government agencies allowing CFX to take advantage of peer networking for support and collaboration.

Approved: _____

Aneth Williams
Aneth Williams



CHERWELL ORDER CONFIRMATION Subscription

Order # 11824

Customer Legal Name	Central Florida Expressway Authority	Prepared By	Gail Noren	Payment Terms	Net 30
Address	4974 ORL Tower Rd	City State Zip	Orlando, FL 32807		
License Key Contact	Nancy Ippolito	License Key Email	nancy.ippolito@cfxway.com		
Billing Contact & Phone	Jim Greer (407) 690-5000	Billing Email	Jim.Greer@CFXWay.com	PO # (required)	
License Type	Subscription	Term in Years	3	Hosting Type	Cherwell Hosted
				Tax Exempt (Y/N)	No

Item	Description	QTY	Product Price	Discount	Unit Price	Annual Amount
Licensed Software	Cherwell Service Management (CSM) Concurrent User License Price reflects monthly price per license	20	\$136.00	\$21.00	\$115.00	\$27,600.00
Cherwell CSM Hosting Services Annual	Cherwell hosting to include one production environment and a second dev or test environment. Additional servers are available at an additional cost.	Included with subscription licenses				\$0.00
VPN Annual	Required for some integrations between the hosted solution and a customer's back end services.	Included with subscription licenses, if needed				\$0.00
Professional Services	Cherwell GO! Professional Services - Statement of Work	1	\$33,000.00	\$0.00	\$33,000.00	\$33,000.00
Professional Services	Cherwell GO! Professional Services optional add-on package(s) Addendum E. Price reflects total of add-on package(s) selected by Customer. If Customer has purchased more than one add-on package, each package will appear as a separate line item on Customer's invoice.	1	\$3,250.00	\$0.00	\$3,250.00	\$3,250.00
Professional Services	Cherwell GO! Professional Services optional add-on package(s) Addendum G. Price reflects total of add-on package(s) selected by Customer. If Customer has purchased more than one add-on package, each package will appear as a separate line item on Customer's invoice.	1	\$9,750.00	\$0.00	\$9,750.00	\$9,750.00
Professional Services	Cherwell GO! Professional Services optional add-on package(s) Addendum F. Price reflects total of add-on package(s) selected by Customer. If Customer has purchased more than one add-on package, each package will appear as a separate line item on Customer's invoice.	1	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00
					First Year Contract Value	\$76,800.00
					Total Contact Value	\$131,800.00

All Prices in USD

Payment Terms: Payment terms set forth above from date of invoice. Licensed Software, Training, Hosting, and Maintenance & Support to be Invoiced immediately. Training packages are non-refundable and are valid for one year from date of order. The Cherwell GO! SOW will be invoiced immediately, is valid for one year from date of order and non-refundable. The above pricing does not include any applicable sales tax or similar tax.

NOTE: All software to be delivered electronically

This Order Confirmation, together with the applicable license, subscription and/or services agreement identified below and incorporated herein, constitutes an agreement (collectively, the "Agreement") between Cherwell Software, LLC, ("Cherwell") and Customer, and must be signed by an authorized representative of Customer. Use of the Licensed Software described above is subject to the Agreement. Customer acknowledges and agrees to the terms and conditions contained in the Agreement and/or addenda attached hereto or, if no Agreement is attached, the Agreement located at the applicable URL identified below.

End-User Subscription Agreement (EUSA) <http://files.cherwell.com/legal/us-eusa.pdf>

Hosting Services Addendum (HSA) <http://files.cherwell.com/legal/us-hsa.pdf>

Special Terms Addendum (attached)

Each party signing below represents that it has authority to bind the company or legal entity named below.

	CUSTOMER Central Florida Expressway Authority		CHERWELL Cherwell Software, LLC
By (print name and title)		By (print name and title)	
Signature		Signature	
Date		Date	


Version October 2017

**CONSENT AGENDA ITEM
#20**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 16, 2018

RE: Approval of Purchase Order to Temple, Inc. for Ruggedcom RSG 2300 Field Ethernet Switch Equipment
Project No. 599-542

An Invitation to Bid for the referenced project was advertised on January 14, 2018. Responses to the Invitation were received from four (4) contractors by the January 24, 2018 deadline.

Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. Temple, Inc.	\$132,540.00
2. Siemens Industry, Inc.	\$154,941.00
3. Holzberg Communication, Inc.	\$162,227.40
4. Precision Contracting Services, Inc.	\$185,460.00

The Procurement Department has evaluated the bids and has determined the bid from Temple, Inc. to be responsible and responsive to the bidding requirements. Board approval to issue a purchase order to Temple, Inc. in the amount of \$132,540.00 for 60 units is recommended.

\$153,000.00 was approved in the Five-Year Work Plan.

Reviewed by: 
Bryan Homayouni
Manager of Traffic Operations



**CONSENT AGENDA ITEM
#21**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

DATE: February 28, 2018

SUBJECT: Approval of Supplemental Agreement No. 5 with EGIS Project, Inc.
E-PASS and Violation Enforcement Operations
Contract No. 001105 (Four Months) Pilot Rental Car Project

Board approval is requested to execute a Supplemental Agreement with EGIS in a not-to-exceed amount \$1,220,755.77. The request is made to support an effort to improve upon the current rental car model in place today in Central Florida. This request would cover what is the expected labor and associated cost to start up the operation and then once up and running CFX staff would re-evaluate and advise the Board accordingly.

CFX would like to develop a model that would allow customers to “borrow” transponders during their stay and be able to pay their tolls just as any current E-PASS customer. Upon return the customer would return the borrowed transponder and their credit card would be billed for any tolls used during their stay.

Reviewed by:



Corey Quinn, PE
Chief of Technology/Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: E-PASS & Violation Enforcement Operations
Contract No. 001105

This Supplemental Agreement No. 5 is entered into this 8th day of March, 2018 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and EGIS PROJECTS, INC., (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated June 11, 2015, for E-PASS & Violation Enforcement Operations, (the “Contract”).

1. CFX desires to add staffing for the Rental Car Toll Pilot Program as described in the attached 16 hours/7 Days/4 Months section of the Orlando International Airport Rental Car Toll Pilot Program document.
2. CFX and the Contractor agree that this Supplemental Agreement No. 5 shall not alter or change in any manner the force and effect of the Contract and Supplemental Agreements thereto except insofar as the same is altered and amended by this Supplemental Agreement No. 5; that acceptance of this Supplemental Agreement No. 5 signifies the Contractor’s waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.

SUPPLEMENTAL AGREEMENT NO. 5
Contract Name: E-PASS & Violation Enforcement Operations
Contract No. 1105

Cost of additional services: \$1,220,755.77

This Supplemental Agreement No. 5 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

EGIS PROJECTS, INC.

By: _____

Print Name

Title: _____

Witness: _____

Date: _____

Orlando International Airport Rental Car Toll Pilot Program

Operations: 16 Hours /7 Days /4 Months

Hours of Operation: 2 full shifts (from 6am to 10pm) plus overtime as required

Toll Ambassador Requirements: Hiring and screening process aligns with current Egis contract
 Minimum education – 2 years of college (a complete job description will be developed for CFX approval.)

Staffing: Inside TA – 3 Toll Ambassadors per station for each terminal
 Garage TA – 3 Toll Ambassadors per station for each garage
 Break coverage Toll Ambassadors to cover 2-15 minute breaks and 1-1/2 hour lunch break.
 Supervisor – 1 per terminal/garage per shift
 Special Project Manager – 1 reporting to CFX Chief of Technology

Hours of Operations	6 to 7	7 to 8	8 to 9	9 to 10	10 to 11	11 to 12	12 to 1	1 to 2	2 to 3	3 to 4	4 to 5	5 to 6	6 to 7	7 to 8	8 to 9	9 to 10	Qualitative FTE	
Ambassador Inside A - Terminal 1st Shift	[Green bar]																	3
Ambassador Inside A - Terminal 2nd Shift									[Green bar]								3	
Ambassador Inside A - Weekend @ 32 hours	[Dark Green bar]																2.4	
Ambassador Garage A - Terminal 1st Shift	[Light Blue bar]																	3
Ambassador Garage A - Terminal 2nd Shift									[Blue bar]								3	
Ambassador Garage A - Weekend 32 hours	[Dark Blue bar]																2.4	
A & B Break Coverage @ 40 hours			[Red bar]									[Red bar]						3
A & B Break Coverage Weekend @ 16 hours			[Red bar]									[Red bar]						1.2
Ambassador Inside - B Terminal 1st Shift	[Yellow bar]																3	
Ambassador Inside - B Terminal 2nd Shift									[Yellow bar]								3	
Ambassador Inside B - Weekend @ 32 hours	[Dark Brown bar]																2.4	
Ambassador Garage B - Terminal 1st Shift	[Purple bar]																3	
Ambassador Garage B - Terminal 2nd Shift									[Purple bar]								3	
Ambassador Garage B - Weekend 32 hours	[Dark Purple bar]																2.4	
FTEs Required for Pilot																	37.8	

Price Proposal: Initial Phase Operating 16/7/4 Months

The total staff required for the Initial Phase under option one is 45 FTEs. The following pass through cost is included as a lump sum; uniforms, uniform cleaning and parking. Holiday and overtime pay is captured as a contingency in a separate line item.

#	Description	4 Months
38	Ambassadors	\$839,527.25
6	Supervisors	\$169,064.93
1	Special Project Manger	\$89,731.25
	Holiday and Overtime Pay	\$109,832.34
	Parking	\$6,120.00
	Uniforms	\$6,480.00
45	Totals	\$1,220,755.77

**CONSENT AGENDA ITEM
#22**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

DATE: February 28, 2018

SUBJECT: Approval of Product Purchase Agreement with TransCore, L.P.

Board approval is requested to execute a Product Purchase Agreement with TransCore, LP to purchase transponders through June 30, 2022.

This agreement covers all of CFX's current transponder products plus E-ZPass compatible Dual-Protocol Tags and Hang Tags. This agreement allows a yearly price reduction for the Collegiate, Hang Tag, Mini Sticker and Dual-Protocol products.

Reviewed by: 
Corey Quinn, PE
Chief of Technology/Operations

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

PRODUCT PURCHASE AGREEMENT

No. _____ ("Agreement")

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and TransCore, L.P., 2416 Lake Orange Drive, Suite 100, Orlando, Florida 32837, duly authorized to conduct business in the State of Florida, hereinafter called "Vendor", collectively the "Parties", hereby agree as follows:

1. PRODUCT DELIVERY AND PERFORMANCE

- A. CFX has statutory authority under section 348.754 (2) (c) Florida Statutes (F.S.), to procure products used on the CFX system which benefit the traveling public. Pursuant to F.S. section 287.012(5), commodities purchased for resale are excluded from the definition of a commodity. Therefore, this purchase is excluded from the competitive procurement process.
- B. On June 19, 2017 the State of Florida Department of Transportation entered into Product Purchase Agreement BE402 with TransCore for the purchase of SunPass Transponders.
- C. CFX is an Eligible User of BE402 pursuant to Florida Statutes, Chapter 287.012(11), and as such, upon mutual agreement with TransCore, utilize the terms and conditions of BE402.
- D. CFX does hereby retain Vendor to provide items as specified below under Description of Funding, Goods and Delivery.
- E. Before making any additions or deletions to the purchase described in this Agreement, and before undertaking any changes or revisions of such purchase, the Parties shall negotiate any necessary cost changes and CFX shall issue a Supplemental Agreement covering such purchase and compensation. Reference herein to this Agreement shall be considered to include any Supplemental Agreement.

2. TERM

- A. Term. This Agreement shall begin on date of execution and end on June 30, 2022. All ordered products shall be delivered within the term of this Agreement in accordance with the schedule established herein.
- B. Renewal – This Agreement may be renewed by mutual agreement of the Parties for a period not to exceed three (3) years. Renewals or extension shall be at the rates applicable to the last fiscal period of the initial Agreement term as set forth below in Section 3 unless otherwise negotiated and mutually agreed upon prior to the end of the initial Agreement term. Such amendment shall be executed prior to the end of the initial Agreement term.

- C. Extension – In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, CFX, in its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one extension to this Agreement unless failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete delivery of ordered products. In the event there have been delays which would affect the completion date, the Vendor shall submit a written request to CFX which identifies the reason(s) for the delay and the amount of time related to each reason. CFX shall review the request and make a determination as to granting all or part of the requested extension.

This Agreement may be canceled by CFX in whole or in part at any time. CFX reserves the right to terminate or cancel this Agreement in whole or part in the response to a material, uncured item of default by the Vendor, or in the event of a voluntary or involuntary filing of bankruptcy by Vendor, or assignment or attempted assignment of this Agreement to Vendor's creditors.

3. DESCRIPTION OF FUNDING, GOODS AND DELIVERY

- A. The Vendor agrees to sell, transfer, and deliver to CFX and CFX agrees to purchase the following described E-PASS® Transponders at per unit costs shown below.

<u>1. Transponder Type</u>	Cost/Unit
E-PASS® eGo® Plus Mini-Hardcase	\$15.00

The transponders shall be eGo® Plus style without any audiovisual indicators or battery. The hardcase shall have user replaceable suction cups. The transponders shall be manufactured with the transponder ID etched on, and a bar code label (representing the Transponder ID) affixed to the edge of the transponder. Serial numbers shall be assigned as established in Section 4 TRANSPONDERS PROGRAMMING AND WARRANTY REQUIREMENTS.

Shipments shall be 110 transponders per box.

2. <u>Transponder Type</u>	Cost/Unit
E-PASS® eGo® Plus Bumper Mount To include tamper resistant mounting kit at no additional cost to CFX	\$24.67

Serial numbers shall be assigned as established in Section 4 TRANSPONDERS PROGRAMMING AND WARRANTY REQUIREMENTS.

Shipments shall be 72 transponders per box.

3. <u>Transponder Type</u>	Cost/Unit	Delivery Date
E-PASS® eGo® Plus Sticker Tag (CFX's "Mini")	\$7.87	7/1/17 – 12/31/17
	\$7.50	1/1/18 – 12/31/18
	\$7.12	1/1/19 – 12/31/19
	\$6.75	1/1/20 – 12/31/20
	\$6.37	1/1/21 – 12/31/21
	\$5.87	1/1/22 – 06/30/22

Quantity shall include a one percent (1%) over shipment for warranty coverage. Shipments shall be 150 transponders per box, and 24 boxes per master shipping box.

Shipments shall be 240 transponders per box, and 24 boxes per master shipping box when utilizing the new part number.

Serial numbers shall be assigned as established in Section 4 TRANSPONDERS PROGRAMMING AND WARRANTY REQUIREMENTS.

4. <u>Transponder Type</u>	Cost/Unit	Delivery Date
E-PASS® eGo® Plus Hang Tag	\$9.79	7/1/17 – 12/31/17
	\$9.33	7/1/18 – 12/31/18
	\$8.86	7/1/19 – 12/31/19
	\$8.47	7/1/20 – 12/31/20
	\$7.92	7/1/20 – 12/31/21
	\$7.30	7/1/22 – 06/30/22

Serial numbers shall be assigned as established in Section 4 TRANSPONDERS PROGRAMMING AND WARRANTY REQUIREMENTS.

5. <u>Transponder Type</u>	Cost/Unit	Delivery Date
E-PASS® eGo® Plus Collegiate Tag	\$7.87	7/1/17 – 12/31/17
	\$7.50	1/1/18 – 12/31/18

\$7.12	1/1/19 – 12/31/19
\$6.75	1/1/20 – 12/31/20
\$6.37	1/1/21 – 12/31/21
\$5.87	1/1/22 – 06/30/22

Quantity shall include a one percent (1%) over shipment for warranty coverage.

Shipments shall be 150 transponders per box, and 24 boxes per master shipping box.

Shipments shall be 240 transponders per box, and 24 boxes per master shipping box when utilizing the new part number.

Serial numbers shall be assigned as established in Section 4 TRANSPONDERS PROGRAMMING AND WARRANTY REQUIREMENTS.

6. Transponder Type

	Cost/Unit	Delivery Date
E-PASS® Dual-Protocol Transponders (SeGo/TDM)	\$19.87	7/1/17 – 12/31/17
	\$18.94	1/1/18 – 12/31/18
	\$17.98	1/1/19 – 12/31/19
	\$17.04	1/1/20 – 12/31/20
	\$16.08	1/1/21 – 12/31/21
	\$14.82	1/1/22 – 06/30/22

Serial numbers shall be assigned as established in Section 4 TRANSPONDERS PROGRAMMING AND WARRANTY REQUIREMENTS.

7. Transponder Quantities

CFX will place transponder orders as additional stock is required. Vendor will provide delivery of the transponders ordered within 12 weeks of receiving the Purchase Order from CFX.

TransCore will keep an amount of material on hand to enable TransCore to supply an additional transponder shipment equaling 60 days of current usage should an emergency arise.

Delivery Instructions - Each shipment must be shipped to the following addresses and marked to the attention of the individual identified below.

Deliveries to E-PASS®:

Fred Nieves, Manager of E-PASS® and Plaza Operations
 Central Florida Expressway Authority
 4974 ORL Tower Road
 Orlando, FL 32807
 Phone: (407) 690-5142

CFX reserves the right to add and/or modify delivery instructions in the future, including the addition and/or modification of delivery locations.

4. TRANSPONDERS PROGRAMMING AND WARRANTY REQUIREMENTS

- A. General Rules for Programming Transponder Serial Numbers
1. Start at the bottom of any range and work up.
 2. All numbers are chosen sequentially, taking any warranty RMA numbers into account, unless there is a requested range for certain types of tags.
 3. The max number of serial numbers under any State/Agency code is $224 = 16,777,216$.
 4. The Serial Number is always maintained in the same location in tag memory across all customers.
 5. The State/Agency code is effectively a part of the Serial Number.

eGo® PLUS TRANSPONDERS

- B. CFX will specify whether pre-programming at the factory for retail sales is needed for eGo® Plus Transponders when placing an order under the Agreement. Hardcase and Bumper mount Transponders shall have a twenty-eight (28) month factory warranty from the factory shipment date. Protocols are SeGO protocol dominant, and eGo® protocol enabled. The ATA protocol shall be disabled.
- C. The following programming requirements apply to the Agreement and shall remain in effect for any transponder orders placed under any supplement to the Agreement.

The Features Code (0-255) shall be advanced on an ASCII change or any change which might possibly affect the operational characteristics of the transponder. Features code formatting has been agreed upon between CFX and the Vendor. Both Parties agree the most recent Features Code formatting requirements have been exchanged between the Parties. The Features Code value as programmed on the transponder shall be in each and every transponder line item on the manifest. All transponders within a master box shall have the same operating characteristics defined by the features code value representing those operating characteristics.

- D. In the event the Vendor incorporates a new or modified ASIC to the eGo® Plus Transponders or implements any change which might possibly affect the operational characteristics of the transponder, CFX shall be notified of the nature of the change no less than one month prior to the planned change. This is critical as CFX must test any change which might affect the operational characteristics of the transponder in advance of the change by the Vendor. If CFX discovers that the tag characteristics have changed without prior formal notification to CFX and there is a change in operating characteristics that is not reflected in the appropriate Features Code value, then all tags in the master box and subsequent tags exhibiting the same unapproved change in operating characteristics shall be replaced by the Vendor at no cost to CFX.
- E. CFX assumes no liability for merchandise shipped to other than the specified destinations.
- F. No extra charges shall be allowed for boxing, crating, packaging, insurance, or transportation. All purchases are F.O.B. destination, transportation charges prepaid.
- G. Complete packing list must accompany each shipment.

- H. Process previously established with CFX for shipment verifications and delivery of electronic manifest to be followed.
- I. CFX claims exemption from Sales and Use Tax under exemption number 85-8015977726C-9 and Federal Excise Tax under exemption number 59-1021557.
- J. Items may be tested for compliance with specifications. Items delivered and not conforming to specifications may be rejected and returned to Vendor at Vendor's expense.
- K. Vendor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of the Agreement; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

5. PAYMENTS

- A. This is an Agreement whereby the Vendor agrees to transponders at the specified rates for a prescribed period of time. CFX will notify the Vendor should suspension of products be necessary in the event funds are not otherwise made available to cover an overrun. Any changes in this amount due to volume increases or to any of the circumstances described in Section 7 or for any other reason will be by mutual agreement by both Parties and will be effected by a Supplemental Agreement.
- B. Payment shall be made only after receipt and approval of goods. Payment for partial deliverables is permitted on a monthly basis for products received and approved the prior month. Each invoice must show the Agreement number and indicate which shipment is covered by the invoice. Bills or invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- C. Invoices which have to be returned to Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to CFX.
- D. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with action 112.061, Florida Statutes.

6. ASSIGNMENT

Neither the Agreement nor any right under or interest in the Agreement may be assigned by Vendor without the express written consent of CFX.

7. AMENDMENT

Notwithstanding anything in the Agreement to the contrary, CFX shall have the right to amend, modify, or change the Agreement in case of legislation, government regulation, increase/decrease in demand due to E-PASS® participation or change in circumstance beyond the control of CFX that might materially affect the relationship between CFX and Vendor.

8. INDEMNIFICATION

The Vendor shall be liable and agrees to be liable for, and shall indemnify and hold CFX harmless from, all claims, suits, judgments or damages, including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Vendor in the course of the operations of this contract.

The Vendor shall provide, and agrees to be liable for, the defense of CFX from all claims, suits, judgments or damages, including court costs and attorney's fees arising out of negligence or omissions by the Vendor in the course of the operations of this contract.

9. COMPLIANCE WITH LAWS

- A. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any claims or disputes arising out of the Agreement shall be in Orange County, Florida.
- B. The Vendor agrees that except as may be requested for SEC or other governmental agency reporting requirements, it shall make no statements, press releases, or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX's Contract Manager and securing prior written consent.
- C. The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:
 - 1. Keep and maintain public records required by CFX to perform the service. Records shall be maintained for a period of five (5) years from the completion of the Agreement.
 - 2. Upon request from CFX's custodian of public records, provide CFX with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to CFX.

4. Upon completion of the Agreement, transfer, at no cost, to CFX, all public records in possession of the Vendor or keep and maintain public records required by CFX to perform the service. If the Vendor transfers all public records to CFX upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CFX, upon request from CFX's custodian of public records, in a format that is compatible with the information technology systems of CFX.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Florida Expressway Authority
Records Management Department
4974 ORL Tower Road
Orlando, FL 32807
(407) 690-5000
PublicRecords@CFXway.com

10. MISCELLANEOUS

- A. The Vendor and its employees, agents, or representatives are not employees of CFX and are not entitled to the benefits of CFX employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, or representatives are not agents of CFX for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of CFX. CFX shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, or representatives.
- B. It is understood and agreed by the Parties hereto that if any part, term or provision of the Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- C. In any legal action related to the Agreement, instituted by either Party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and

rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate court in the county chosen by CFX and in the event that any such legal action is filed by Vendor, Vendor hereby consents to the transfer of venue to the county chosen by CFX upon CFX filing a motion requesting the same. As consideration of this contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this contract, and no third party benefits are created or contemplated by the Parties.

- D. Time is of the essence as to each and every obligation under the Agreement.
- E. CFX shall consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement.
- F. Pursuant to Section 216.347, Florida Statutes, the Vendor may not expend any State funds for the purpose of lobbying the Legislature, the Judicial Branch, or State Agencies.
- G. It is the intent of the Parties that the Vendor's prices for the items shall be equal to or less expensive than those for which the Vendor has contracted to provide to comparable customers. Provided however, notwithstanding anything to the contrary, in no event shall the forgoing or similar obligations apply under the Agreement unless the comparable customer is a customer of the Vendor that has acquired products substantially similar to those acquired by CFX in scope and quantity as a package, and subject to terms and conditions substantially similar to CFX's. Once a final determination is made that the Vendor has contracted with a comparable customer for better prices, the Vendor and CFX shall amend th\le Agreement in writing to reflect those prices effective as of the date those prices were/are effective on the comparable contract and on a going forward basis from that date.
- H. The Vendor will upgrade the firmware in all Encompass® 6 readers currently installed for all Florida toll agencies, affiliates, and P3 affiliates to be tri-protocol. The three protocols will be SeGo, IAG and ISO-18000-6C (6C), configured to read/write for SeGo, read-only for IAG and read-only for 6C. SeGo protocol shall be configurable through group select to be interoperable with all non-Florida SeGo Transponders. This effort shall include all necessary development, configuration, and testing required to demonstrate the system performance at no additional cost to CFX or any Florida toll agency, affiliates, and P3 affiliates.
- I. The warranty for all Encompass® 6 readers that are upgraded as part of this agreement will be extended for the full term of the Agreement.
- J. The Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and the Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto.

IN WITNESS WHEREOF, the parties have executed the Agreement by their duly authorized officers of the day, month and year set forth above.

TRANSCORE, L.P.
By: TLP Holdings, LLC. Its General Partner
Name of Vendor

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: _____
Authorized Signature

By: _____
Authorized Signature

Tracy Marks
(Print/Type)

(Print/Type)

Title: _____

Title: Director of Procurement

Approved as to form and execution, only.

General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

March 8, 2018

Tracy Marks
TransCore,LP
150 4th Ave. N., Suite 1200
Nashville, TN 37219

Dear Mr. Marks,

On January 12, 2018, the Florida Department of Transportation, Florida's Turnpike Enterprise (FTE) stated in the attached letter that as a part of their Purchase Agreement #BE402, Transcore is the exclusive provider of transponders and readers for the five year duration of the agreement.

Upon CFX Board approval of the Product Purchase Agreement (“PPA”) executed by Transcore, LP, CFX acknowledges that TransCore, LP is the exclusive provider of transponders and readers for CFX throughout the term set forth in the PPA and ending on June 30, 2022. Said exclusivity is subject to CFX’s right to terminate or cancel the PPA as set forth in Section 2.C. therein.

Sincerely,

Laura Kelley
Executive Director

Attachment



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

Florida's Turnpike Enterprise
P.O. Box 613069, Ocoee, FL 34761
407-532-3999

**MIKE DEW
SECRETARY**

January 12, 2018

Tracy Marks
TransCore, LP
150 4th Ave. N., Suite 1200
Nashville, TN 37219

Dear Mr. Marks,

On February 11, 2015, Florida's Department of Transportation, Florida's Turnpike Enterprise (FTE) entered into a License Agreement ("Agreement") with Neology, Inc. ("Neology") regarding patented Neology products, processes, and methods for RFID system components and subsystems. In accordance with Paragraph 2.2 of the Agreement, FTE hereby grants a sublicense to TransCore, LP and its affiliates ("TransCore") for items provided by Product Purchase Agreement #BE402, executed June 19, 2017. As part of this Purchase Agreement, TransCore is the exclusive provider of transponders and readers for the five (5) year duration of the Agreement.

FTE acknowledges that acceptance of this sublicense does not waive or limit TransCore's own intellectual property rights, including patent rights of TransCore, and does not authorize any third party to perform any act that infringes any TransCore patents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Diane Gutierrez-Scaccetti". The signature is fluid and cursive, with a large initial "D" and "G".


Diane Gutierrez-Scaccetti
Florida's Turnpike Enterprise
Executive Director & CEO

**CONSENT AGENDA ITEM
#23**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement

DATE: February 28, 2018

RE: Approval to execute an Agreement with Traffic Control Devices, Inc. for
Construction of Tolling Infrastructure for the Greater Orlando Aviation Authority
(GOAA) Rental Car Project
Contract No. 001407

Board approval is requested to execute an Agreement with Traffic Control Devices, Inc. in a not-to-exceed amount of \$516,500.00, which includes \$50,000.00 for contingency, for a term of 115 calendar days. This will be a single source procurement.


Traffic Control Devices, Inc. will perform construction for phase II of the rental car project at GOAA. This phase will automate the process of utilizing a transponder for rental car customers to pay tolls.

Reviewed by: 
Corey Quinn, P.E.
Chief of Technology/Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Aneth Williams
Director of Procurement

FROM: Corey Quinn 
Chief of Technology/Operations

DATE: February 28, 2018

SUBJECT: Single Source Justification for Traffic Control Devices, Inc.

Traffic Control Devices
242 N. Westmonte Drive
Altamonte Springs, FL 32714

The following is a list of reasons to Single Source with this vendor.

TCD was selected because of their experience on our system and with GOAA. They are the most experienced at this type of work and are willing to meet the time constraints. At this time we only have concept plans and do not have engineering plans. This is a single source procurement because of the time restraints of this project and the ability and willingness of the contractor to complete the project by the deadline.

Approve: 

Aneth Williams

CONTRACT

This Contract No. 001407 (the "Contract"), made this 8th day of March 08, 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Traffic Control Devices, Inc., of 242 N. Westmonte Drive, Altamonte Springs, FL. 32714, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Contract No. 001407, Toll Infrastructure for the Greater Orlando Aviation Authority (GOAA) Rental Car Project, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 115 calendar days. The Contract Amount is \$516,500.00. This Contract was awarded by the Governing Board of CFX at its meeting on March 08, 2018.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

TRAFFIC CONTROL DEVICES, INC.

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX



Corporate Office
 242 North Westmonte Drive
 Altamonte Springs, FL 32714

Phone - 407.869.5300
 Fax - 407.682.0076
 www.TCD-USA.com

Local Offices

Altamonte Springs, FL Sarasota, FL
 Clermont, FL Tampa, FL
 Deland, FL Dallas, TX
 Jacksonville, FL Houston, TX
 Pompano, FL San Antonio, TX
 Punta Gorda, FL Salisbury, NC
 Rockledge, FL

To:	Central Florida Expressway Authority	Contact:	Corey Quinn
Address:	4974 ORL Tower Road Orlando, FL 32807	Phone:	(407) 690-5000
		Fax:	(407) 690-5032

Project Name:	378-18 - CFX-OIA Vehicle Tracking System	Bid Number:	
Project Location:	Orlando International Airport, Orlando, FL	Bid Date:	3/2/2018

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0101 1	MOBILIZATION	1.000	LS	\$25,750.00	\$25,750.00
0102 1	MAINTENANCE OF TRAFFIC	1.000	LS	\$24,600.00	\$24,600.00
632 7 2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	420.000	LF	\$5.10	\$2,142.00
635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	45.000	EACH	\$890.00	\$40,050.00
635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	35.000	EACH	\$1,990.00	\$69,650.00
638 0002 0111	CONDUIT - 1-2" OPEN TRENCH	50.000	LF	\$20.10	\$1,005.00
638 0002 0211	CONDUIT - 2-2" OPEN TRENCH	70.000	LF	\$26.80	\$1,876.00
638 0002 0213	CONDUIT - 2-2" DIRECTIONAL BORE	121.000	LF	\$34.30	\$4,150.30
638 0002 0311	CONDUIT - 3-2" OPEN TRENCH	445.000	LF	\$33.50	\$14,907.50
638 0002 0313	CONDUIT - 3-2" DIRECTIONAL BORE	572.000	LF	\$44.15	\$25,253.80
638 0002 0411	CONDUIT - 4-2" OPEN TRENCH	242.000	LF	\$44.60	\$10,793.20
638 0002 0413	CONDUIT - 4-2" DIRECTIONAL BORE	203.000	LF	\$54.00	\$10,962.00
0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	4.000	AMBY	\$5,610.00	\$22,440.00
639 2 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	4.000	EACH	\$1,183.00	\$4,732.00
639 2 06	ELECTRICAL SERVICE WIRE #6	4,620.000	LF	\$1.85	\$8,547.00
641 2 12	PEDESTAL POLE	14.000	EACH	\$2,130.00	\$29,820.00
649 21 101	ALUM MAST ARM ASSEMBLY F&I SINGLE ARM	5.000	EACH	\$10,020.00	\$50,100.00
660 2 102	LOOP ASSEMBLY, F&I, TYPE B	5.000	AMBY	\$927.00	\$4,635.00
668 12	334 CABINET, F&I	4.000	EACH	\$10,770.00	\$43,080.00
683 101	ETHERNET SWITCH, F&I	4.000	EACH	\$1,930.05	\$7,720.20
683 201	UNINTERRUPTIBLE POWER SOURCE	4.000	EACH	\$4,475.00	\$17,900.00
683 202	REMOTE POWER MANAGER	4.000	EACH	\$3,276.00	\$13,104.00
633 121 2	FIBER OPTIC CABLE 12SM (Includes Terminations)	1,020.000	LF	\$24.50	\$24,990.00
683 103	MEDIA CONVERTER	6.000	EACH	\$1,382.00	\$8,292.00

Total Bid Price: \$466,500.00


Notes:

- This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.
- Our price includes Insurance.
- All work is guaranteed to be installed in accordance with the latest applicable Code regulations, and to be free from mechanical and electrical defects for one year from the date of acceptance.
- We have included the MOT for our scope of work only. All other Maintenance of Traffic shall be provided by others.
- No items quoted herein may be "broken out" without prior approval in writing.
- This proposal is valid for thirty (30) days from bid date.
- All QC managers, plans or testing (if required) shall be provided by others and is not included in this proposal.
- Electrical permit fees included in this proposal for electrical services associated with TCD work only. All other permits or fees shall be provided by others.

- Per Section 611-2.3 (As-Built Drawings) of the FDOT Standard Specifications for Road and Bridge Construction, we have included the cost of providing the as-built plans for the signalization portion of the work. However, we are excluding the cost to sign & seal these as-built drawings. The cost to sign & seal the as-built drawings, as well as all required survey, shall be the responsibility of the General Contractor.

Payment Terms:

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month. Final Payment including retainage, if any, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, Inc.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Traffic Control Devices, Inc.</p> <p style="text-align: right;"></p> <p>Authorized Signature:</p> <p>Estimator: Rob Rebert 407-869-5300 r.rebert@tcd-usa.com</p>
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E.1.

Chairman's Report

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

E.2.


Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: February 22, 2018 

RE: January 2018 Financial Reports

Attached please find the January 2018 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING JANUARY 2018, AND YEAR-TO-DATE**

	<u>FY 18 MONTH ACTUAL</u>	<u>FY 18 MONTH BUDGET</u>	<u>FY 18 YEAR-TO-DATE ACTUAL</u>	<u>FY 18 YEAR-TO-DATE BUDGET</u>	<u>FY 18 YEAR-TO-DATE VARIANCE</u>	<u>FY 18 YEAR-TO-DATE % VARIANCE</u>	<u>FY 17 - 18 YEAR-TO-DATE COMPARISON</u>
REVENUES							
TOLLS	\$ 38,235,580	\$ 35,577,920	\$ 242,951,562	\$ 244,547,228	\$ (1,595,666)	-0.7%	2.2%
FEE'S COLLECTED VIA UTM/UTC'S AND PBP'S	664,578	469,437	4,019,199	3,118,768	900,431	28.9%	10.6%
TRANSPONDER SALES	26,212	18,756	162,853	124,499	38,354	30.8%	27.3%
OTHER OPERATING	175,355	118,481	788,283	660,672	127,611	19.3%	9.0%
INTEREST	325,870	304,653	2,155,340	1,920,860	234,479	12.2%	-23.7%
MISCELLANEOUS	86,778	84,100	608,661	588,697	19,963	3.4%	0.6%
TOTAL REVENUES	39,514,373	36,573,346	250,685,898	250,960,725	(274,827)	-0.1%	2.1%
O M & A EXPENSES							
OPERATIONS	5,643,989	5,353,331	25,736,311	29,744,378	4,008,067	13.5%	11.6%
MAINTENANCE	2,085,475	1,632,884	7,749,068	8,646,534	897,467	10.4%	19.3%
ADMINISTRATION	599,497	543,802	4,017,150	4,481,034	443,885	10.0%	12.5%
OTHER OPERATING	407,935	261,300	1,199,685	1,212,150	12,464	1.0%	-11.4%
TOTAL O M & A EXPENSES	8,736,895	7,791,316	38,702,214	44,064,096	5,361,882	12.2%	12.3%
NET REVENUES BEFORE DEBT SERVICE	30,777,478	28,782,030	211,983,684	206,896,628	5,087,055	2.5%	0.4%
COMBINED NET DEBT SERVICE	13,988,446	14,157,998	98,349,706	99,092,025	742,319	0.7%	-1.6%
NET REVENUES AFTER DEBT SERVICE	<u>\$ 16,789,032</u>	<u>\$ 14,624,032</u>	<u>\$ 113,633,977</u>	<u>\$ 107,804,603</u>	<u>\$ 5,829,375</u>	<u>5.4%</u>	<u>2.2%</u>

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2018
FOR THE MONTH ENDING JANUARY 2018, AND YEAR-TO-DATE**

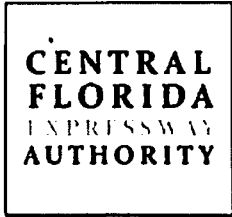
	FY 2018 <u>ACTUAL</u>	FY 2018 <u>BUDGET</u>	<u>VARIANCE</u>	FY 18 <u>YEAR-TO-DATE</u> <u>% VARIANCE</u>
Operations	\$ 25,736,311	\$ 29,744,378	\$ 4,008,067	13.5%
Maintenance	7,749,068	8,846,534	897,467	10.4%
Administration	4,017,150	4,461,034	443,885	10.0%
Other Operating	<u>1,199,685</u>	<u>1,212,150</u>	<u>12,464</u>	<u>1.0%</u>
Total O M & A	\$ 38,702,214	\$ 44,064,096	\$ 5,361,882	12.2%
 Capital Expenditures				
Operations	\$ -	\$ 133,500	133,500	100.0%
Maintenance	105,626	56,601	(49,026)	-86.6%
Administration	<u>25,500</u>	<u>153,334</u>	<u>127,834</u>	<u>83.4%</u>
Total Capital Expenditures	\$ 131,126	\$ 343,434	\$ 212,308	61.8%

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**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Seven Months Ending January 31, 2018**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	294,899	306,757	11,858	3.87%
Image Review	2,222,236	3,186,545	964,309	30.26%
Special Projects	83,044	130,243	47,198	36.24%
Information Technology	2,145,202	2,197,617	52,415	2.39%
E-PASS Service Center	8,871,010	10,472,489	1,601,479	15.29%
Public Outreach/Education	1,080,057	1,323,731	243,675	18.41%
Subtotal CFX	<u>14,696,449</u>	<u>17,617,382</u>	<u>2,920,933</u>	<u>16.58%</u>
Plazas	11,039,862	12,260,496	1,220,633	9.96%
Subtotal Toll Facilities	<u>11,039,862</u>	<u>12,260,496</u>	<u>1,220,633</u>	<u>9.96%</u>
Total Operations Expenses	<u><u>25,736,311</u></u>	<u><u>29,877,878</u></u>	<u><u>4,141,567</u></u>	<u><u>13.86%</u></u>



**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Seven Months Ending January 31, 2018**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	1,209,800	1,363,128	153,328	11.25%
Traffic Operations	1,268,135	2,405,865	1,137,730	47.29%
Routine Maintenance	5,376,759	4,934,142	(442,617)	-8.97%
Total Maintenance Expenses	<u><u>7,854,694</u></u>	<u><u>8,703,135</u></u>	<u><u>848,441</u></u>	<u><u>9.75%</u></u>

**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Seven Months Ending January 31, 2018**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	404,698	416,593	11,896	2.86%
Administrative Services	1,162,886	1,242,760	79,874	6.43%
Communications	316,331	490,624	174,293	35.52%
Human Resources	114,428	122,191	7,763	6.35%
Supplier Diversity	133,671	151,197	17,526	11.59%
Accounting	851,561	958,655	107,094	11.17%
Records Management	164,363	233,805	69,442	29.70%
Construction Administration	24,508	40,210	15,701	39.05%
Procurement	259,265	266,766	7,501	2.81%
Legal	307,865	401,813	93,948	23.38%
Internal Audit	251,154	240,090	(11,064)	-4.61%
525 Magnolia	14,757	15,205	448	2.95%
Plans Production	37,162	34,460	(2,702)	-7.84%
Grand Total Expenses	<u><u>4,042,649</u></u>	<u><u>4,614,368</u></u>	<u><u>571,719</u></u>	<u><u>12.39%</u></u>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING JANUARY 2018, AND YEAR-TO-DATE**

	FY 18 YEAR-TO-DATE ACTUAL	FY 18 YEAR-TO-DATE BUDGET	FY 18 YEAR-TO-DATE VARIANCE	FY 17 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE BUDGET	FY 17 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 242,951,562	\$ 244,547,228	\$ (1,595,666)	\$ 237,705,303	\$ 221,448,041	\$ 16,257,262	\$ (17,852,928)
FEE COLLECTED VIA UTM/UTC'S AND PBP'S	4,019,199	3,118,768	900,431	3,635,593	3,223,992	411,601	488,830
TRANSPONDER SALES	162,853	124,499	38,354	127,961	285,114	(157,153)	195,507
OTHER OPERATING	788,283	660,672	127,611	723,454	760,754	(37,300)	164,911
INTEREST	2,155,340	1,920,860	234,479	2,823,624	1,647,212	1,176,412	(941,933)
MISCELLANEOUS	608,661	588,697	19,963	604,784	590,937	13,847	6,116
TOTAL REVENUES	250,685,898	250,960,725	(274,827)	245,620,719	227,956,050	17,664,669	(17,939,496)
O M & A EXPENSES							
OPERATIONS	25,738,311	29,744,378	4,008,067	23,055,709	24,848,324	1,792,615	2,215,452
MAINTENANCE	7,749,068	8,646,534	897,467	6,498,534	7,791,106	1,294,572	(397,105)
ADMINISTRATION	4,017,150	4,461,034	443,885	3,570,155	4,297,603	727,448	(283,563)
OTHER OPERATING	1,199,685	1,212,150	12,464	1,353,861	1,620,464	266,603	(254,139)
TOTAL O M & A EXPENSES	38,702,214	44,064,096	5,361,882	34,476,259	38,557,497	4,081,238	1,280,644
NET REVENUES BEFORE DEBT SERVICE	211,983,684	206,896,628	5,087,055	211,144,460	189,398,553	21,745,907	(16,658,852)
COMBINED NET DEBT SERVICE	98,349,706	99,092,025	742,319	99,906,831	100,787,355	(880,524)	1,622,843
NET REVENUES AFTER DEBT SERVICE	<u>\$ 113,633,977</u>	<u>\$ 107,804,603</u>	<u>\$ 5,829,375</u>	<u>\$ 111,237,629</u>	<u>\$ 88,611,198</u>	<u>\$ 22,626,431</u>	<u>\$ (18,797,056)</u>

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING JANUARY 2018, AND YEAR-TO-DATE**

	FY 18 MONTH ACTUAL	FY 17 MONTH ACTUAL	FY 17 - 18 SAME MONTH COMPARISON	FY 18 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE ACTUAL	FY 17 - 18 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 38,235,580	\$ 35,452,204	\$ 2,783,376	\$ 242,951,562	\$ 237,705,303	\$ 5,246,259
FEEES COLLECTED VIA UTM/UTC'S AND PBP'S	664,578	743,279	(78,701)	4,019,199	3,635,593	383,606
TRANSPONDER SALES	26,212	19,391	6,821	162,853	127,961	34,892
OTHER OPERATING	175,355	126,768	48,587	788,283	723,454	64,829
INTEREST	325,870	510,075	(184,205)	2,155,340	2,823,624	(668,284)
MISCELLANEOUS	86,778	85,109	1,669	608,661	604,784	3,877
TOTAL REVENUES	39,514,373	36,936,826	2,577,547	250,685,898	245,620,719	5,065,179
O M & A EXPENSES						
OPERATIONS	5,643,989	4,885,636	758,353	25,736,311	23,055,709	2,680,602
MAINTENANCE	2,085,475	988,125	1,097,350	7,749,068	6,496,534	1,252,534
ADMINISTRATION	599,497	440,744	158,753	4,017,150	3,570,155	446,995
OTHER OPERATING	407,935	239,874	168,061	1,199,685	1,353,881	(154,176)
TOTAL O M & A EXPENSES	8,736,895	6,554,379	2,182,516	38,702,214	34,476,259	4,225,955
NET REVENUES BEFORE DEBT SERVICE	30,777,478	30,382,447	395,031	211,983,684	211,144,460	839,224
COMBINED NET DEBT SERVICE	13,888,446	14,160,743	(172,297)	98,349,708	99,906,831	(1,557,125)
NET REVENUES AFTER DEBT SERVICE	<u>\$ 16,789,032</u>	<u>\$ 16,221,704</u>	<u>\$ 567,328</u>	<u>\$ 113,633,977</u>	<u>\$ 111,237,629</u>	<u>\$ 2,396,348</u>

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

E.3.

Executive Director's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Executive Director Report March, 2018

JANUARY 2018 DASHBOARD

Call Center wait times averaged 1 minute, 52 seconds in January due to high turnover in the Call Center and historically high call volumes. Adjustments to the CFX Call Center contract are being requested to make Customer Service Representative pay more competitive in the Central Florida market.

The customer service section of the dashboard is being reviewed by staff to determine if more detailed information might be helpful. Heat maps in place of average speed during peak times may provide better information about peak congestion periods, for example. Recommendations will be made to the Board in May.

TRANSPORTATION PROJECT COORDINATION

Innovation Way Interchange Ribbon Cutting

The ribbon cutting ceremony for opening SR 528 Innovation Way/Sunbridge Interchange will be held on March 9, 2018 at 10:00 am.

Wekiva Parkway Grand Opening

The grand opening of the Wekiva Parkway from Kelly Park Road Interchange to SR 46 will be celebrated on Saturday, March 31, 2018. The celebration will include a 5K run/walk that begins at 7:30 am and a 1 mile fun run that begins at 7:40 am. Proceeds will benefit the Florida Wildlife Corridor, an organization that supports permanently connecting, protecting and restoring a statewide network of lands and waters for wildlife and people. The grand opening will include community group exhibits, music, distinguished speakers and a ribbon cutting event. The ribbon cutting ceremony will begin at 9:00 am.

TRANSPORTATION PARTNERSHIPS

Emergency Response Exercise

CFX is working with LYNX and other transportation partners, in collaboration with central Florida counties, cities, law enforcement and first responders to participate in an emergency response exercise on March 22, 2018.

COMMUNITY OUTREACH

Osceola County Concept and Feasibility Studies

Public meetings were held on February 13, 2018 in St Cloud; February 15, 2018 in Lake Nona and February 21, 2018 in Poinciana for the Poinciana Parkway Extension, Southport Connector, Northeast Connector and the Osceola Parkway Extension Concept and Feasibility Studies. Over 800 people attended the public meetings to offer input.

CFX discussed the Osceola Parkway Extension Concept and Feasibility Study and planning timeline at a meeting of the League of Women Voters of Orange County Natural Resources Committee on Feb 22, 2018.

PRESENTATIONS

February 7: Association of Retired Federal Employees
February 8: Wekiva Basin Commission
February 9: Association of Retired Federal Employees
February 10: First Presbyterian Men's Club of Mt. Dora
February 15: West Orange Women's Club
February 22: East Orlando Chamber of Commerce – Lake Nona Coffee Club
February 22: Guest reader – Early Learning Coalition of Orange County
February 12: Orlando Business Journal Mentoring Monday
February 22: Commissioner John Tobia, Brevard County
February 22: Commissioner Curt Smith, Brevard County

MEETINGS

February 7: I-4 Corridor Traffic Incident Management Meeting
February 8: Concept Studies Public Advisory Group Meetings
February 8: MetroPlan Municipal Advisory Committee
February 8: Space Coast Transportation Planning Organization
February 13: Osceola Concept Studies Public Meeting – St. Cloud
February 13: Osceola County Expressway Authority
February 14: City of Orlando Venues Coordination Meeting
February 15: Osceola Concept Studies Public Meeting – Lake Nona
February 20: Central Florida Autonomous Vehicle Partnership Meeting
February 21: Osceola Concept Studies Public Meeting – Poinciana
February 21: Greater Orlando Aviation Authority Meeting
February 23: MetroPlan Transportation Systems Management & Operations Meeting
February 23: MetroPlan Technical Advisory Committee
February 22: FDOT Wekiva Parkway Section 7A Pre-construction public meeting
February 22: Lake Kehoe HOA Meeting
March 5: Space Coast Technical Advisory Committee/Citizen Advisory Committee

EVENTS

March 2: Doing Business in Osceola
March 3: EPASS Promo – Fiddler's 5K

PERFORMANCE DASHBOARD

JANUARY 2018

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE

	Activity		Wait Time		
	Actual	6 mo. Avg	Actual	Target	
Service Center: East	10,006	7,764	3:34	<5m	■
Service Center: West	2,967	2,846	1:55	<5m	■

SERVICE CENTER: MINUTE INTERVALS <5 ■ 5-6 ■ 6-7 ■ 7-8 ■ 8-9 ■ 9+ ■

	Actual	6 mo. Avg	Actual	Target
Call Center	97,050	81,937	1:52	1-2m

CALL CENTER: % MINUTE INTERVALS <1 ■ 1-2 ■ 2-3 ■ 3-4 ■ 4-5 ■ 5+ ■



AVERAGE SPEED: PEAK DIRECTION

	mph	AM Peak (6-9) Avg mph	PM Peak (4-7) Avg mph
SR 408 W. SR 50 to E. SR 50	55-65	52 ■	51 ■
SR 417 Int'l Dr. to Seminole Co. Line	55-70	67 ■	62 ■
SR 528 Sand Lake Rd. to SR 520	70	64 ■	63 ■
SR 429 Seidel Rd. to SR 414	70	65 ■	66 ■
SR 451 SR 429 to US 441	65	61 ■	65 ■
SR 414 US 441 to US 441	65	64 ■	64 ■

LEGEND: <10 ■ 11-20 ■ >/= 21 ■

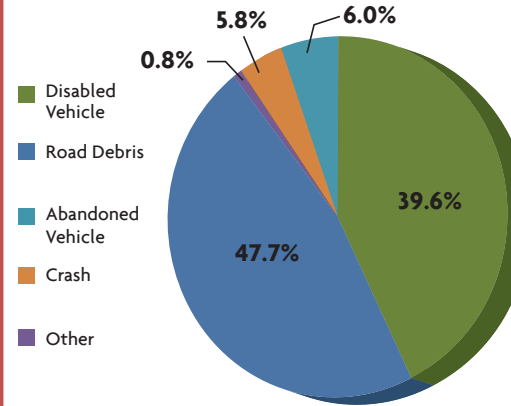
MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange (Phase II)	\$63.7	\$9.3	14%	15%	■
SR 429 Systems Interchange	\$82.3	\$76.6	93%	99%	■
SR 408 Widening from SR 417 to Alafaya Trail	\$76.3	\$10.8	14%	16%	■
SR 453, Lake County Line to SR 46	\$49.7	\$48.5	97%	98%	■
SR 528/Innovation Way Interchange	\$62.4	\$56.9	91%	90%	■
SR 429 Systems Interchange to Mt. Plymouth Rd.	\$38.7	\$34.2	88%	95%	■

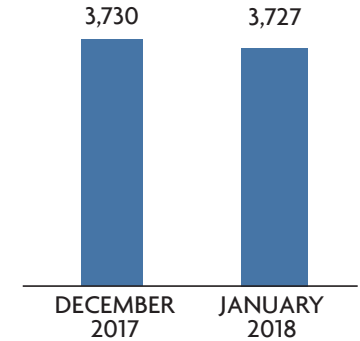
LEGEND: Spent vs. Time <10 ■ 11-20 ■ >/= 21 ■

SAFETY

ROAD RANGER: CATEGORY OF ASSISTS ON CFX ROADS



ROAD RANGER: NUMBER OF ASSISTS ON CFX ROADS



2016 FATALITIES

1.18	Nationwide: All Roads
0.26	FDOT: Urban Toll Roads
0.22	CFX: Toll Roads Urban Only

Per 100 Million Vehicles Miles Traveled
2012-2016 – 4 Year Average

WRONG WAY DRIVING (WWD)

Period Covered	Vehicles Detected	Documented Turn Arounds
Jan. 2018	10	9

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$243.0	\$244.5	-1% ■
OM&A Expenses	\$38.7	\$44.1	12% ■
Net Revenue	\$113.6	\$107.8	5% ■

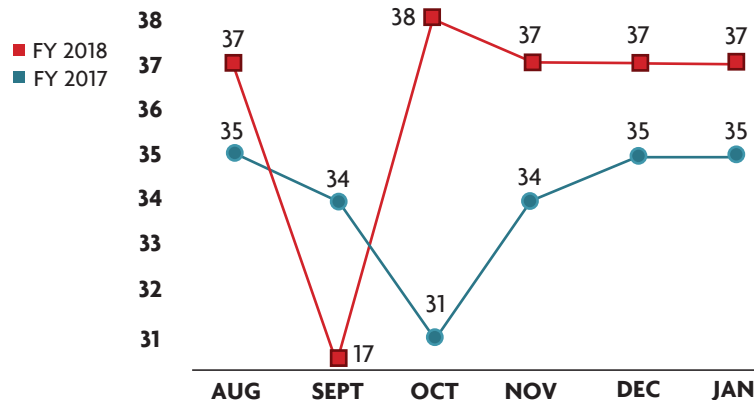
LEGEND: >/= 0 ■ -0.1 to -10 ■ </= -10 ■

DEBT SERVICE

Year to Date	Actual	Budget
Senior Lien	2.25	2.23 ■
Subordinate Lien	2.14	2.12 ■

LEGEND: >1.45 ■ 1.21 to 1.44 ■ </= 1.2 ■

TOTAL TRANSACTIONS ON CFX SYSTEM* (millions)




*All plazas had tolls suspended in Sept. due to Hurricane Irma from 9/5/17 until 9/21/17.

F. 1.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

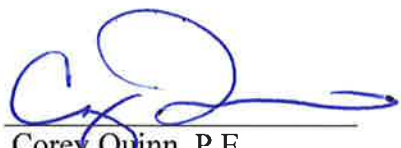
FROM: Aneth Williams 
Director of Procurement

DATE: February 20, 2018

SUBJECT: Approval of Supplemental Agreement No. 4 with EGIS Project, Inc.
E-PASS and Violation Enforcement Operations
Contract No. 001105

Board approval is requested to execute a supplemental agreement with EGIS Project, Inc. in a not-to-exceed amount of \$14,210,751.04. The request is primarily due to a recent wage and salary survey that was conducted by CFX with HRCC, LLC a human resource compensation consultant firm. CFX commissioned this study due to the high level of turnover we were experiencing due to low unemployment and competitive pressure of other call centers in the Central Florida area.

This study determined that CFX was at or near the bottom pay range for most entry level positions on the E-PASS contract at this time. Even though the E-PASS contract has many positives such as good work environment, great schedules and an engaged contractor, wages are the key driver for entry level staff. CFX with its goal of world class customer service would like to position itself as a potential employer of choice with the ability to attract from not only other call center firms but also working professionals who will bring a higher base skill set to the E-PASS project going forward. The proposed wages for staff would place our entry point at just below the 50th percentile with some additional adjustments made for staff that have been with the project multiple years.

Reviewed by: 
Corey Quinn, P.E.
Chief of Technology/Operations

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of the words "CENTRAL FLORIDA EXPRESSWAY AUTHORITY" in a serif font. "CENTRAL" and "AUTHORITY" are in black, while "FLORIDA" and "EXPRESSWAY" are in orange. The text is contained within a white rectangular box with orange horizontal bars above and below it.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

E-PASS STAFFING ADJUSTMENTS FOR MARKET CONDITIONS

David Wynne, Director of Toll Operations

— March 8, 2018 —

Internal Challenges

- High turnover of front line staff
- Dramatic call volume growth
- Wait times affected



External Challenges

- Low unemployment
- Wage pressure
- High demand for front line staff
- Call center competition
- Increased traffic volumes



CFX Call Volumes and Wait Times

Incoming Calls and Average Speed Answered

Incoming Calls & ASA



Plan of Action

- CFX commissioned market survey in November
- Survey results approved by CFX staff
- Implementation discussion with current contractor
- Contractor updated pricing approved by CFX

Recommended Motion

Approval of Supplemental Agreement with EGIS Projects Inc. for customer call center and image review clerk staffing adjustments for market conditions in an amount not to exceed \$14,210,751.04.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of a white rectangular box with two horizontal orange bars, one above and one below the text. The text is arranged in four lines: 'CENTRAL' and 'FLORIDA' in black, 'EXPRESSWAY' in orange, and 'AUTHORITY' in black. The background of the entire image is a photograph of a multi-level highway interchange with concrete overpasses and a grassy embankment under a clear blue sky.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

The word 'Questions' is written in a large, bold, white sans-serif font, centered horizontally across the lower half of the image. It is overlaid on a dark, semi-transparent horizontal band that spans the width of the image. The background behind the band shows a highway interchange with concrete pillars and a grassy embankment.

Questions

F. 2.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of a white rectangular box with two horizontal orange bars, one above and one below the text. The text is arranged in four lines: "CENTRAL", "FLORIDA", "EXPRESSWAY", and "AUTHORITY". "EXPRESSWAY" is written in orange, while the other words are in black.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

The background of the entire slide is a photograph of a multi-level highway interchange. The concrete structures are light-colored, and the sky is a clear, bright blue. A grassy embankment is visible on the right side. A dark car is partially visible in the lower-left foreground, appearing to be on a lower level of the interchange.

UPDATE

SR 408 EASTERN EXTENSION PD&E STUDY

Glenn Pressimone, Director of Engineering and Will Sloup, Metric Engineering, Inc.

— March 8, 2018 —

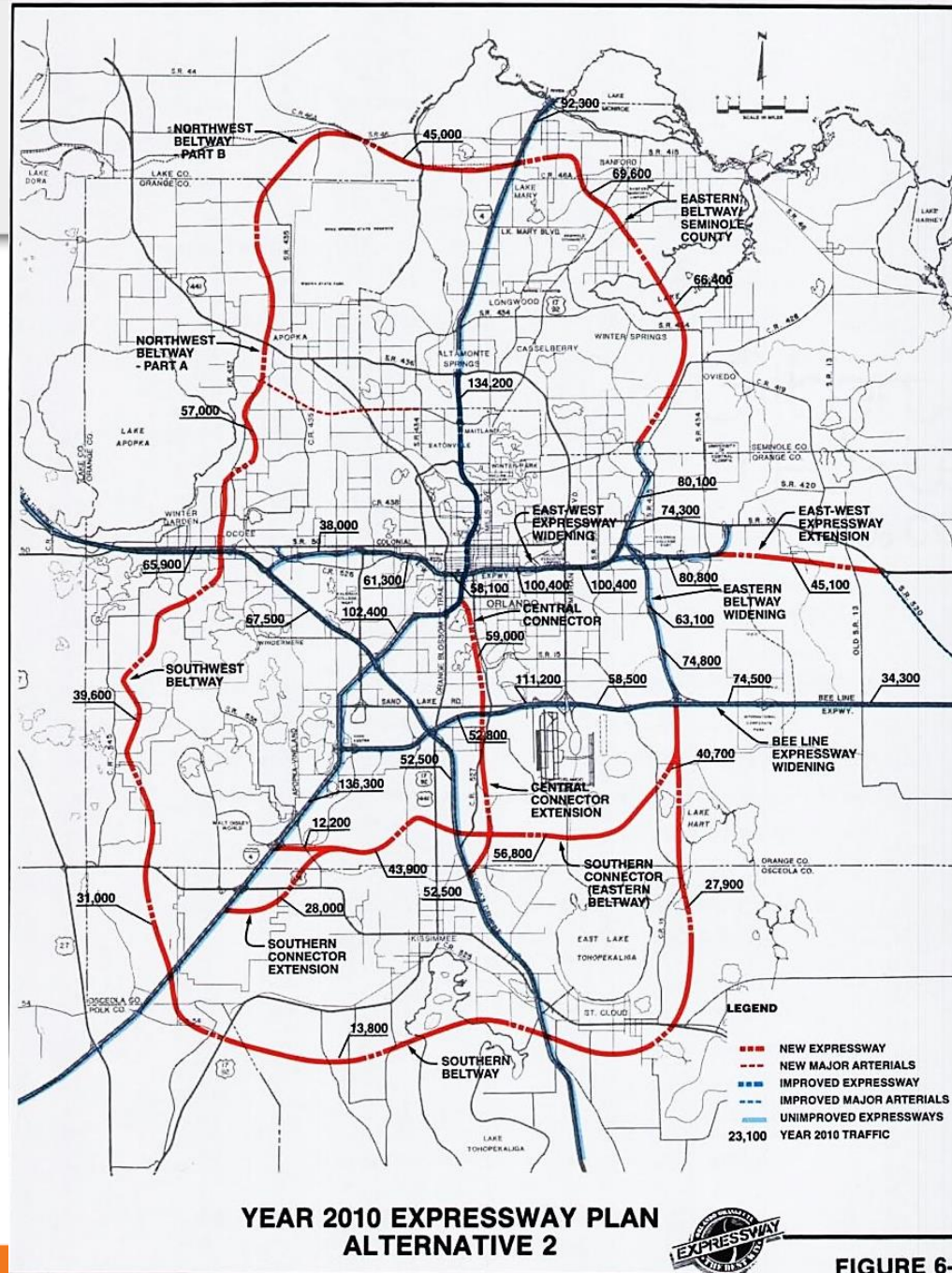
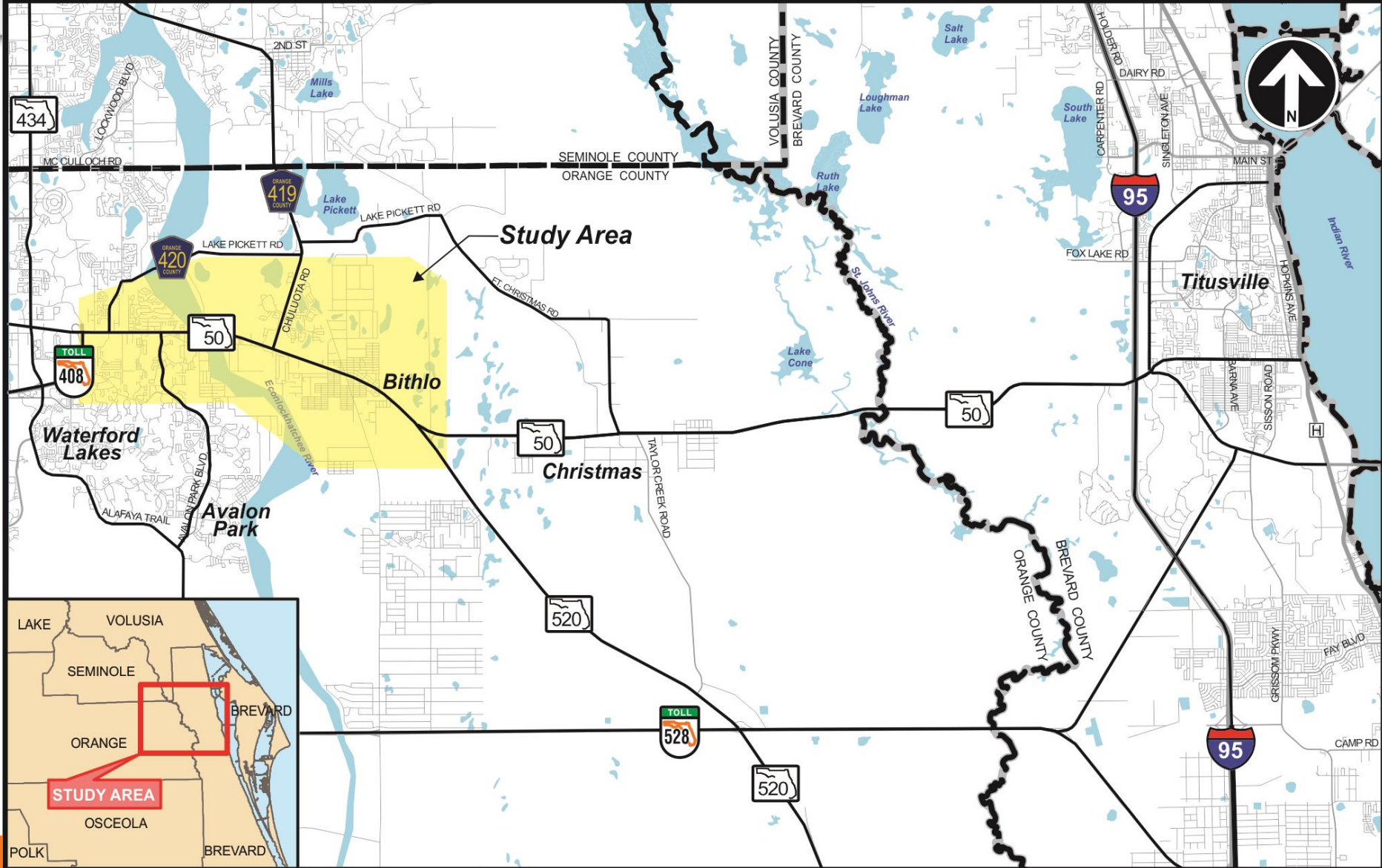


FIGURE 6-2

Project Location

Extension of SR 408 from its current eastern terminus to the vicinity of the SR 50/SR 520 intersection



Purpose and Need

- Provide additional **regional mobility** in the east-west direction to mitigate forecasted deficiencies on the local arterial highways
- Provide **additional emergency** evacuation service to supplement the limited number of evacuation routes in this area of Central Florida
- Provide improved **transportation connectivity/linkage** induced by the continued population growth and land use development reflected in various local comprehensive plans
- Support future transit options

Study Objectives

- ✓ First step in a long term vision to provide expressway to I-95
- ✓ Performed an Alternative Corridor Evaluation and determine best location for a new transportation corridor
- ✓ Forecasted design year (2045) traffic demand
- ✓ Developed feasible alternatives for a tolled, limited access facility
- ✓ Presented project alternatives and obtain public consensus;
- ✓ Determined environmental and community impacts
- ✓ Prepared engineering and environmental documentation (State Environmental Impact Report (SEIR) and other supporting documents)

Project History

2006

2030 Orlando-Orange County Expressway Authority (OOCEA) Master Plan

2008

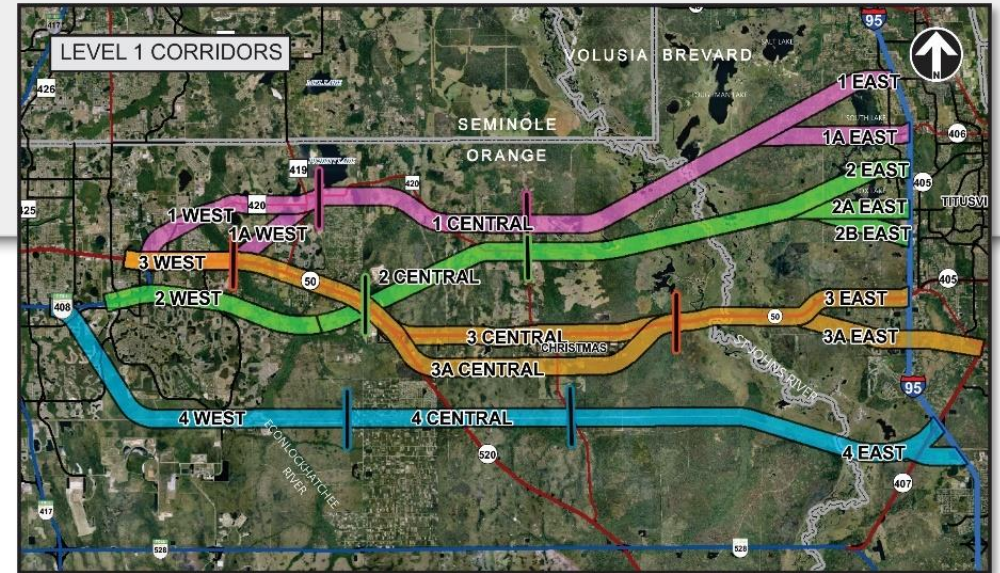
Concept Development and Evaluation Study Report completed

- Corridor 3B (along SR 50) meets the transportation need west of SR 520, providing the greatest relief of the existing and projected future traffic

2013

East Central Florida Corridor Task Force (Executive Order 13-319)

- B – Preserve and Enhance existing SR 50/405 Corridor
- C – Preserve and enhance existing SR 520 corridor

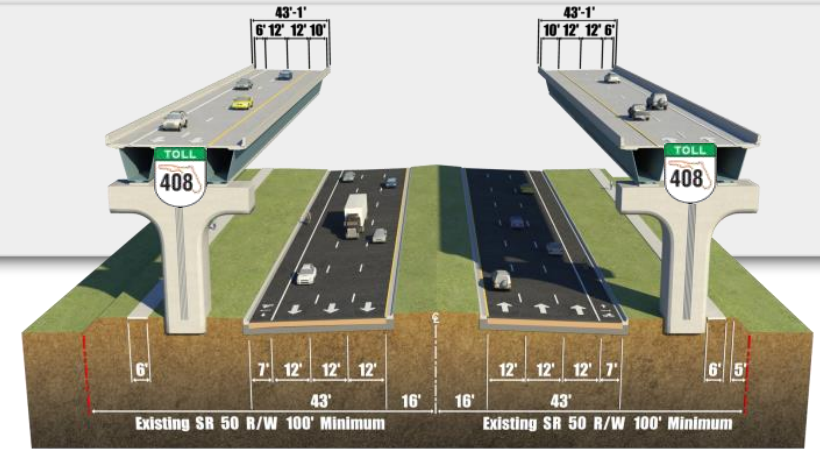


Project History

2015

Initial SR 408 Eastern Extension PD&E Study

- SR 408 Eastern Extension along SR 50
- Final Alternatives Recommendation July 2016
 - Total project costs: \$771M
 - Elevated to the North and South of SR 50 from SR 408 to Avalon Park Blvd
 - At-Grade in the center of SR 50 from Avalon Park Blvd to SR 520



ELEVATED TO THE NORTH AND SOUTH OF SR 50



AT-GRADE IN THE CENTER OF SR 50



Project History

August, 2016

CFX notified by FDOT of challenges associated with SR 408 co-location within SR 50 R/W

October 2016

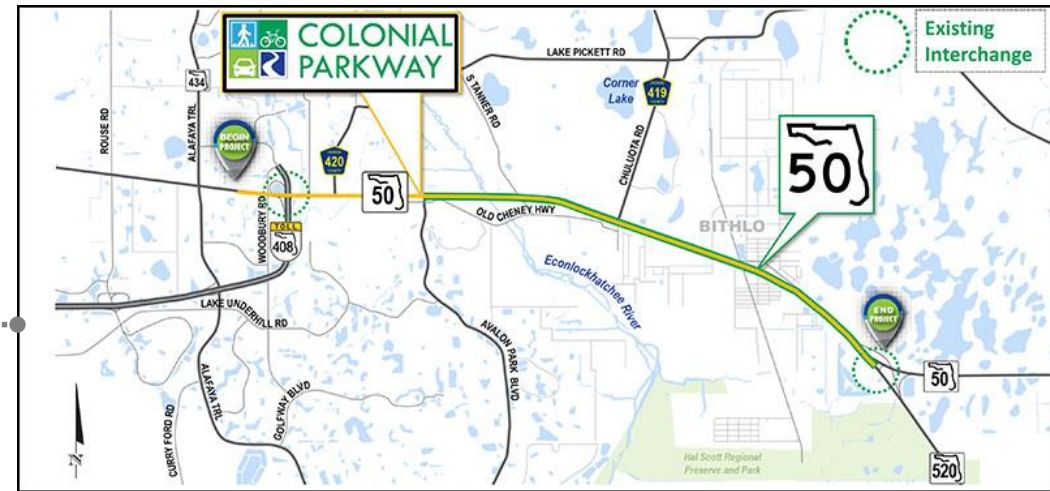
CFX Board authorized an expanded study area to the PD&E study to locate a new alternative corridor

September 2017

Florida's Turnpike Enterprise initiated the Colonial Parkway PD&E Study along the SR 50 Corridor

September 2017

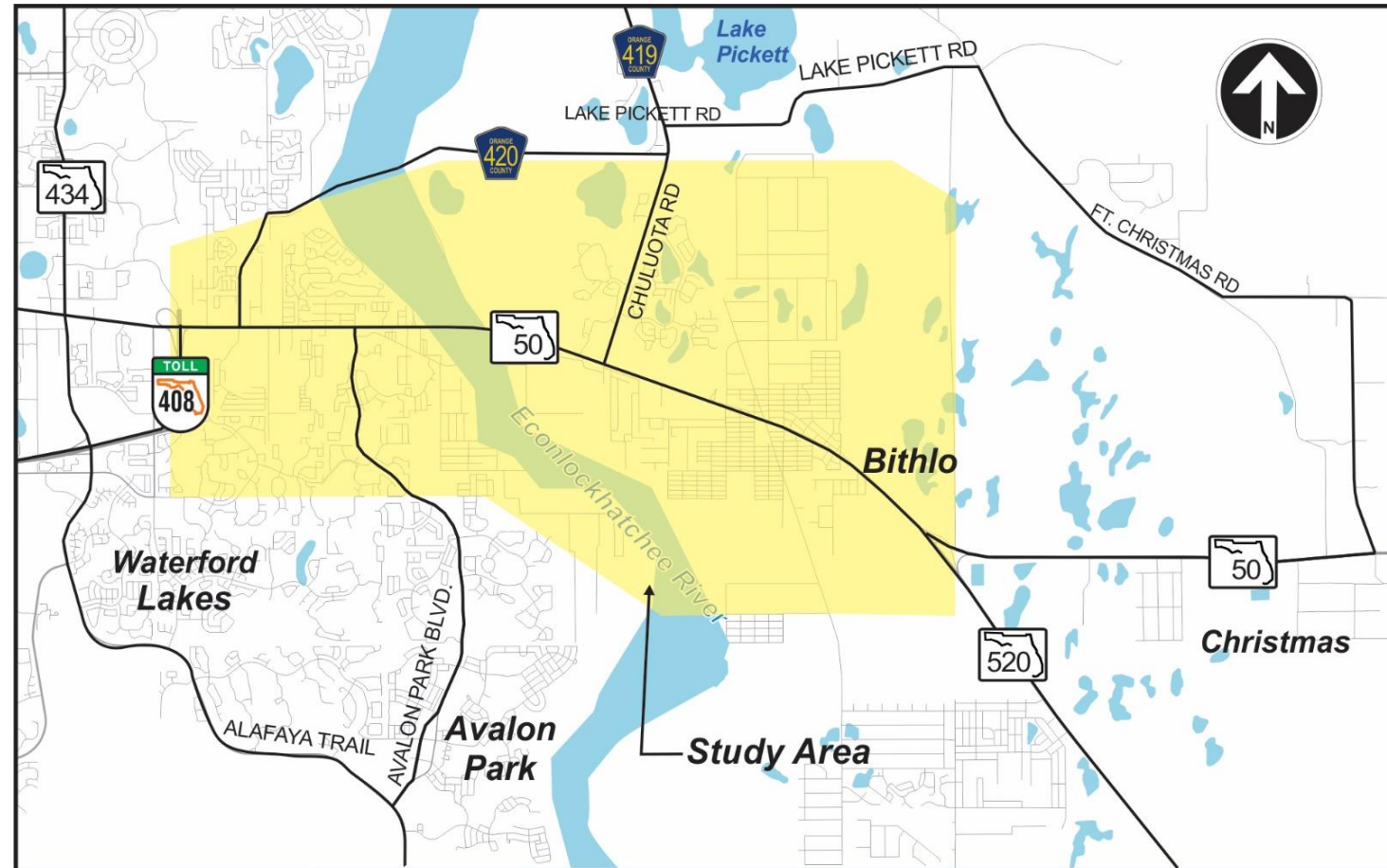
FDOT D5 suspends all active work with 6-laning SR 50 from Avalon Park Blvd to SR 520



Expanded Project Study Area

SR 408 Eastern Extension
outside of the SR 50 R/W

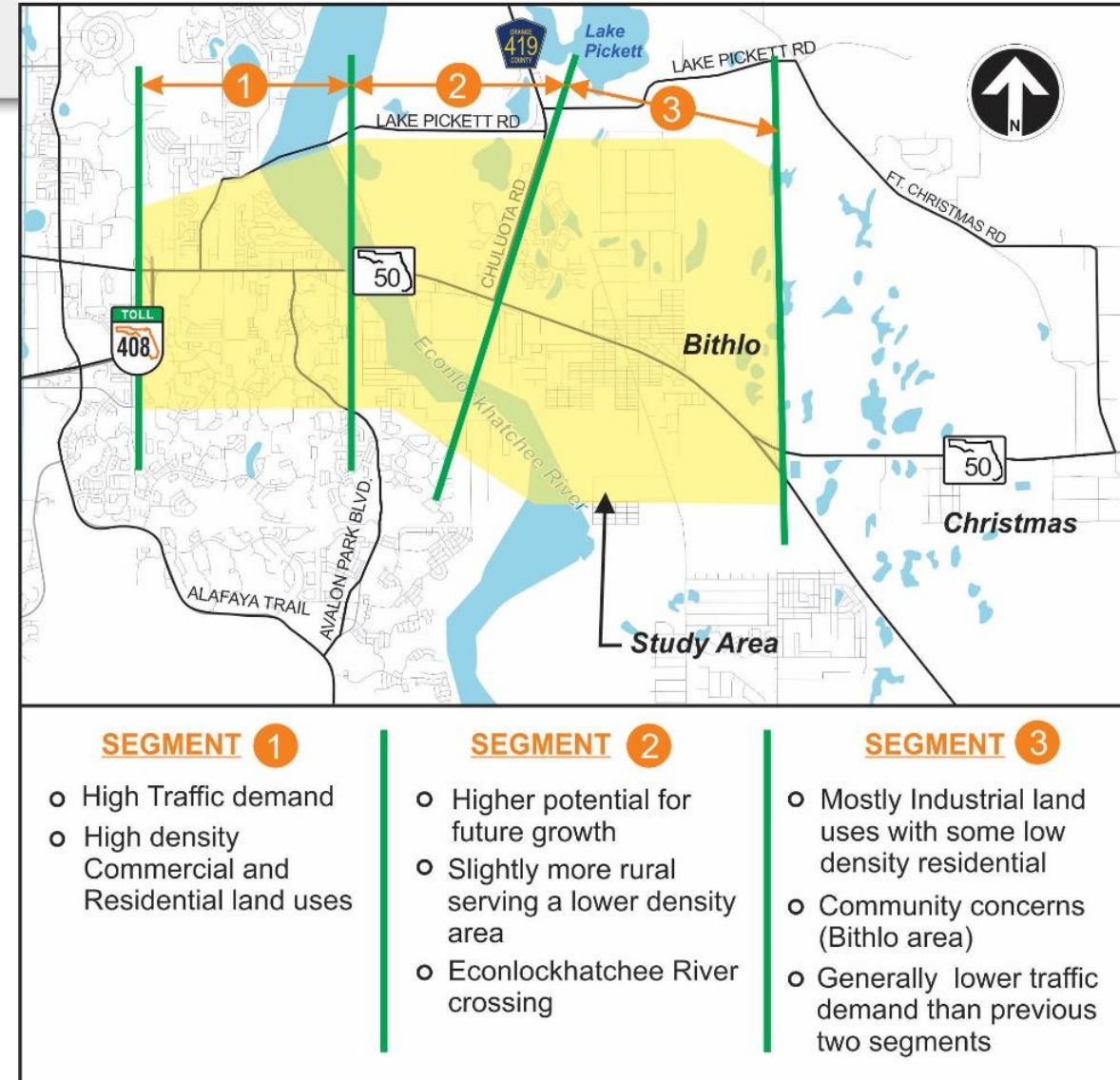
From its current eastern terminus to
the vicinity of the SR 50/SR 520
intersection



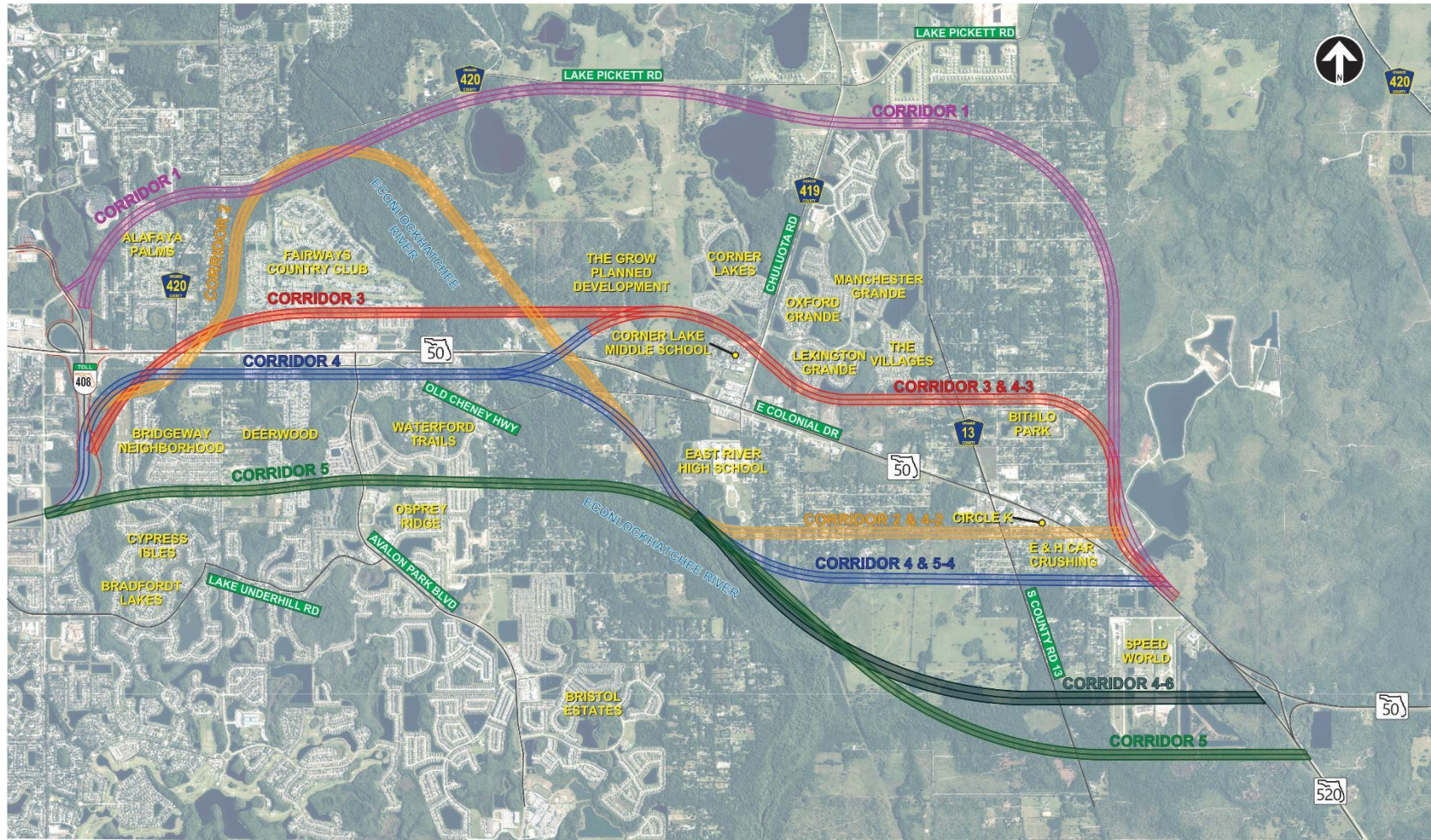
Project Segments

Study Area was divided into three (3) segments
Each segment has unique characteristics and differences in environmental, operational and access features

- **Segment 1:** from SR 408 to Avalon Park Blvd
- **Segment 2:** from Avalon Park Blvd to Chuluota Rd
- **Segment 3:** from Chuluota Road to SR 520



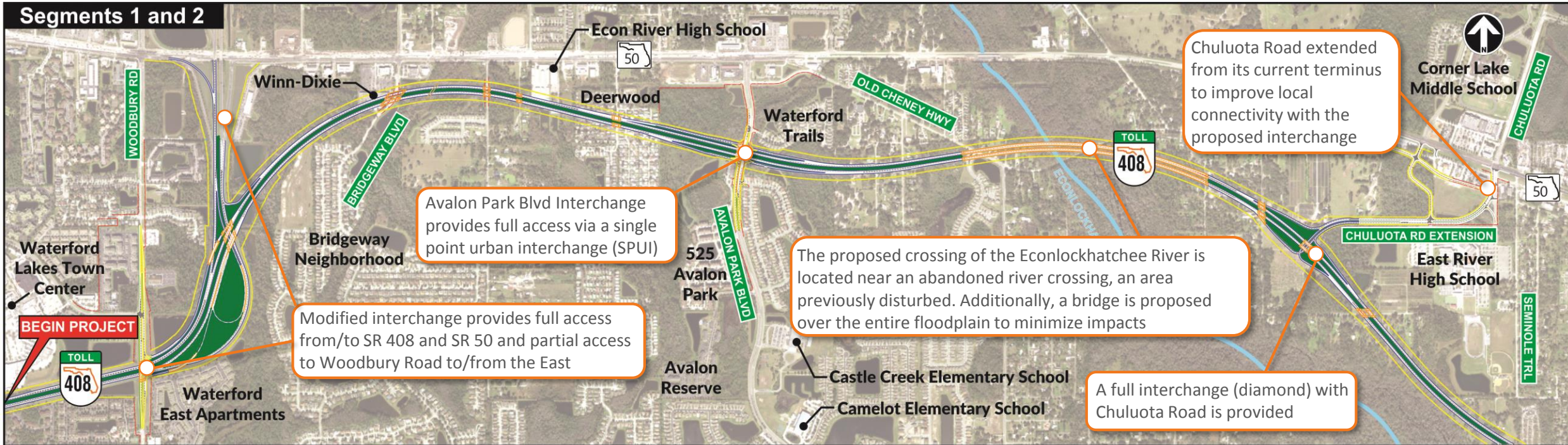
Corridor Evaluation



Development and evaluation of 14 different corridors

Corridor 4 (blue) was selected as the recommended corridor

Recommended Alternative

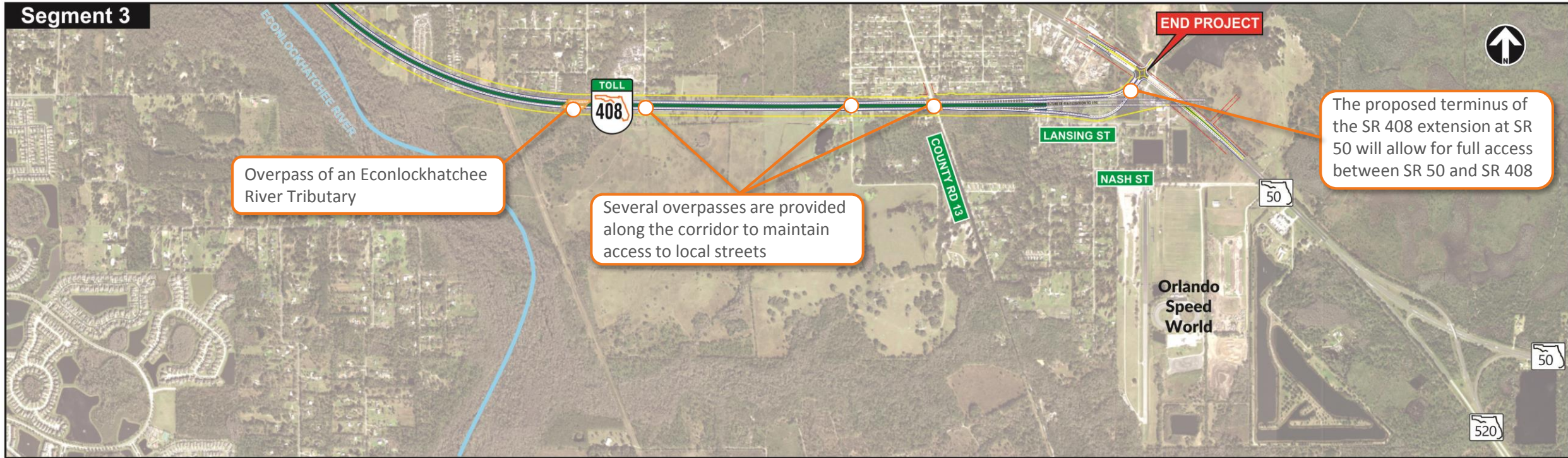


Estimated Project Cost:

Segment 1: \$289 Million

Segment 2: \$254 Million

Recommended Alternative

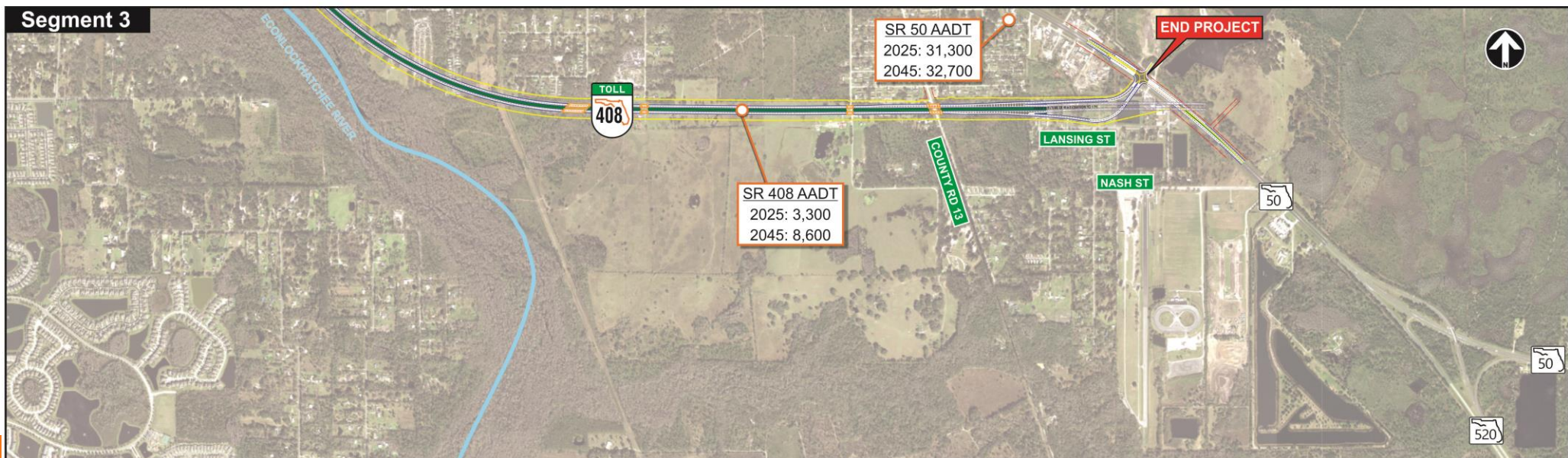


Estimated Project Cost:

Segment 3: \$166 Million

Total Estimated Project Cost: \$709 Million

Traffic Projections



Public Involvement

Public Involvement and Coordination To Date Included:

Initial (2015) PD&E Study

- Public Kickoff Meeting
 - October 22, 2015
- 3 Environmental Advisory Group meetings
 - September 17, 2015
 - February 23, 2016
 - July 19, 2016
- 3 Project Advisory Group meetings
 - September 17, 2015
 - February 23, 2016
 - July 19, 2016
- Alternatives Public Workshop
 - March 08, 2016

Expanded (2016) PD&E Study

- Alternative Corridor Public Workshop
 - February 16, 2017
- 3 Environmental Advisory Group meetings
 - January 10, 2017
 - June 01, 2017
 - October 10, 2017
- 3 Project Advisory Group meetings
 - January 10, 2017
 - June 01, 2017
 - October 10, 2017
- Alternatives Public Workshop
 - June 08, 2017

As well as various one-on-one meetings with FDOT, Orange County, Orange County Public School Board as well as state and local elected officials

Next Steps

Public Hearing April 26, 2018

East River High School from 5:30 pm – 7:30 pm
650 East River Falcons Way
Orlando, FL 32833

- The draft project documents and other information will be available for public review from April 5, 2018 to April 26, 2018 at the following locations:

CFX Headquarters

4974 ORL Tower Road
Orlando, FL 32807
Monday through Friday, 8am to 5pm

Orange County Library – Alafaya Branch

12000 E Colonial Drive
Orlando, FL 32828
Monday through Thursday, 10am to 9pm
Friday and Saturday, 10am to 5pm and
Sunday 1pm to 6pm

- Comment period open for 10 days following the public hearing (May 7, 2018)

Project Development Process

New Alignment Expansion Projects



Present Findings at May 10, 2018 Board Meeting
CFX Board to review project findings

F. 3.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of the words "CENTRAL", "FLORIDA", "EXPRESSWAY", and "AUTHORITY" stacked vertically in a bold, sans-serif font. The word "EXPRESSWAY" is highlighted in orange, while the other words are in black. The text is contained within a white rectangular box with thin orange horizontal lines above and below it.

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EXPRESSWAY
AUTHORITY**

Concept, Feasibility, and Mobility Study of the Poinciana Parkway Extension

Glenn Pressimone, Director of Engineering and Clif Tate, Kimley-Horn and Associates

— March 8, 2018 —

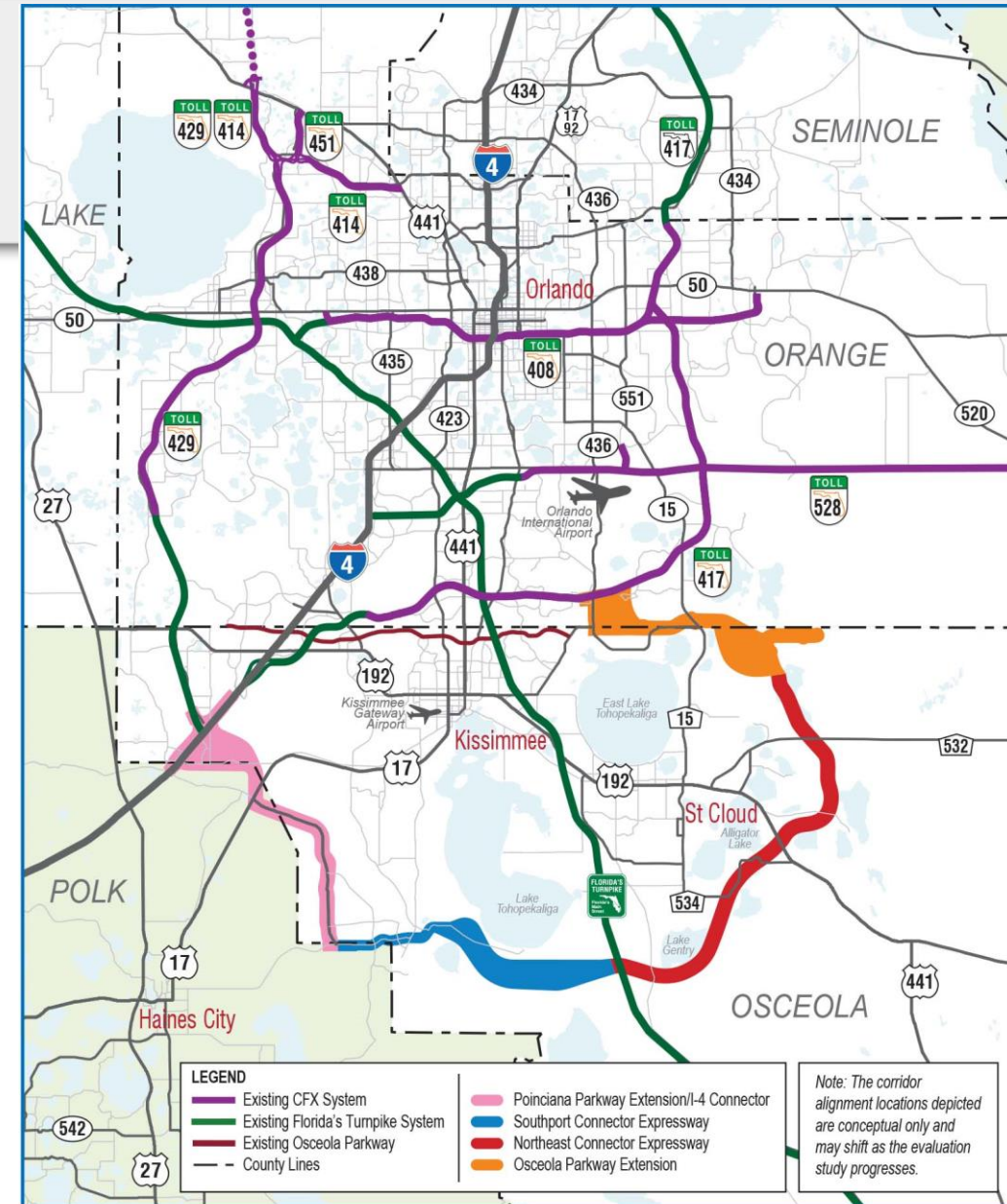
Study Corridor Overview

Four corridors within Osceola, Polk, and Orange Counties and encompass approximately 60 miles of primarily new-location highway.

- **Poinciana Parkway Extension /I-4 Connector** - Approximately 13 miles
- **Southport Connector Expressway** - Approximately 13 miles
- **Northeast Connector Expressway** - Approximately 25 miles
- **Osceola Parkway Extension** - Approximately 9 miles

Osceola Co. Population Projection:

Double from 300,000 to 700,000 by 2045



Previous Studies of Each Corridor Segment

Poinciana Parkway Extension / I-4 Connector

Alternative Corridor Evaluation Report (ACER) - November 2015

Southport Connector Expressway

Alternative Corridor Evaluation Report (ACER) – October 2015

Northeast Connector Expressway

(Southport Connector East, from Canoe Creek Road to SR 528)

Preliminary Alignment Evaluation – June 2010

Osceola Parkway Extension

Project Development & Environment (PD&E) Study – May 2017

Overall Goals of the Project Corridors

- Improve roadway connections from I-4/SR 429 to Florida's Turnpike, to US 192 and SR 417;
- Promote regional connectivity and enhance mobility;
- Provide additional traffic capacity;
- Reduce congestion and delays on local roads by providing a new limited-access transportation option;
- Provide for the incorporation of transit options.



Study Methodology

The study teams have been incorporating and building upon the previous work and coordination from the previous studies. They also have taken a “fresh look” at the proposed corridors, and researched recent information that could influence the current decision-making.

- Documentation of the physical, natural, social and cultural environment, and assessment of potential impacts.
- Transportation demands have been determined and a range of transportation mobility options and programs have been developed and evaluated.
- If corridor(s) are found to be feasible, may proceed to a Project Development and Environment (PD&E) Study.

Public Involvement: Environmental & Project Advisory Groups

EAG - Jan. 31
Osceola Heritage Park



4 PAGs – Feb. 6 & 8
Various Locations



Nearly 100 participants

Public Involvement: Concept Draft Report Public Meetings (2018)



Tuesday, Feb. 13
St. Cloud High School Cafeteria



Thursday, Feb. 15
Lake Nona Middle School Cafeteria

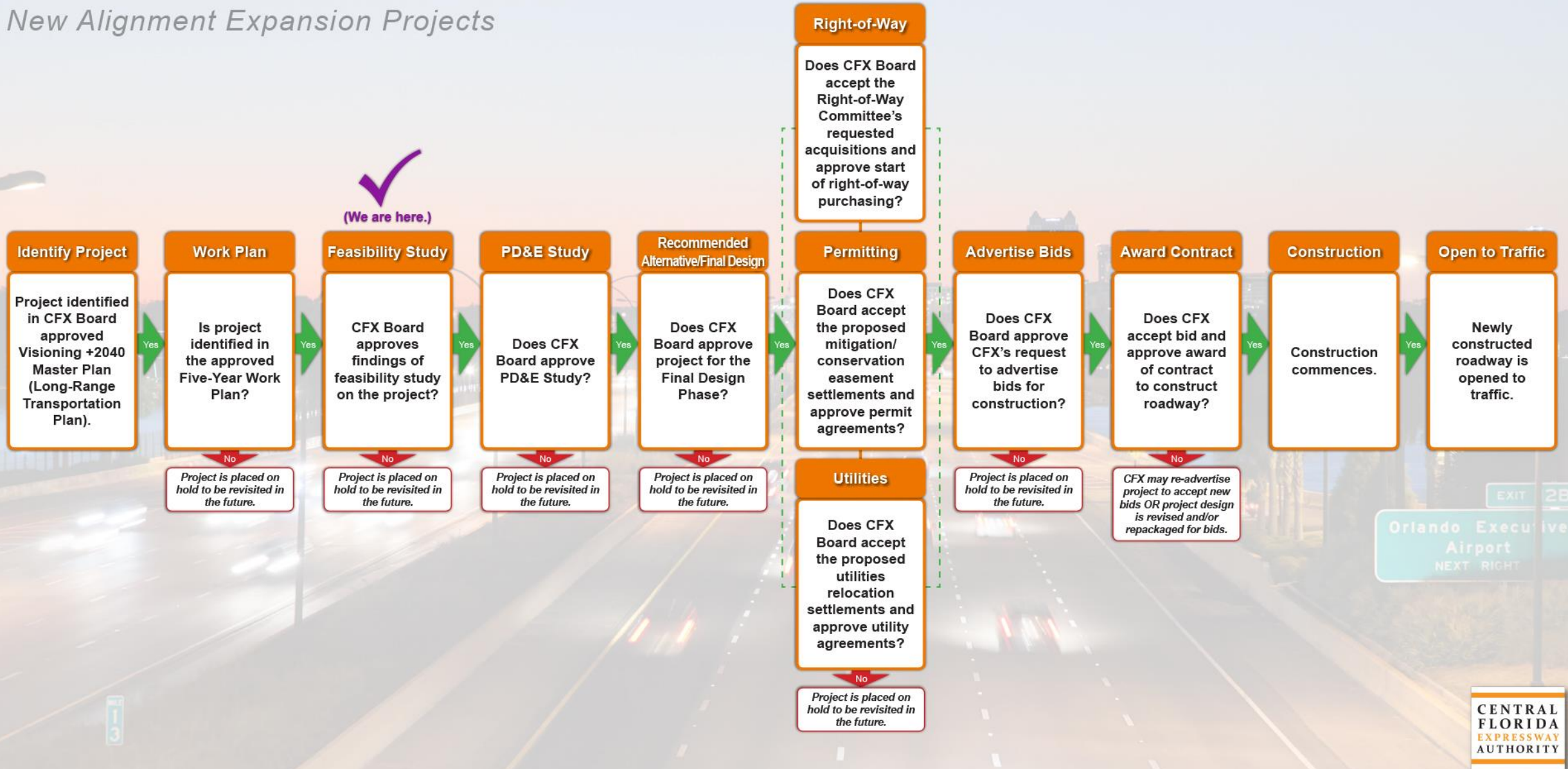


Wednesday, Feb. 21
Association of Poinciana Villages
Community Center

More than 850 participants &
350 comments

PROJECT DEVELOPMENT PROCESS

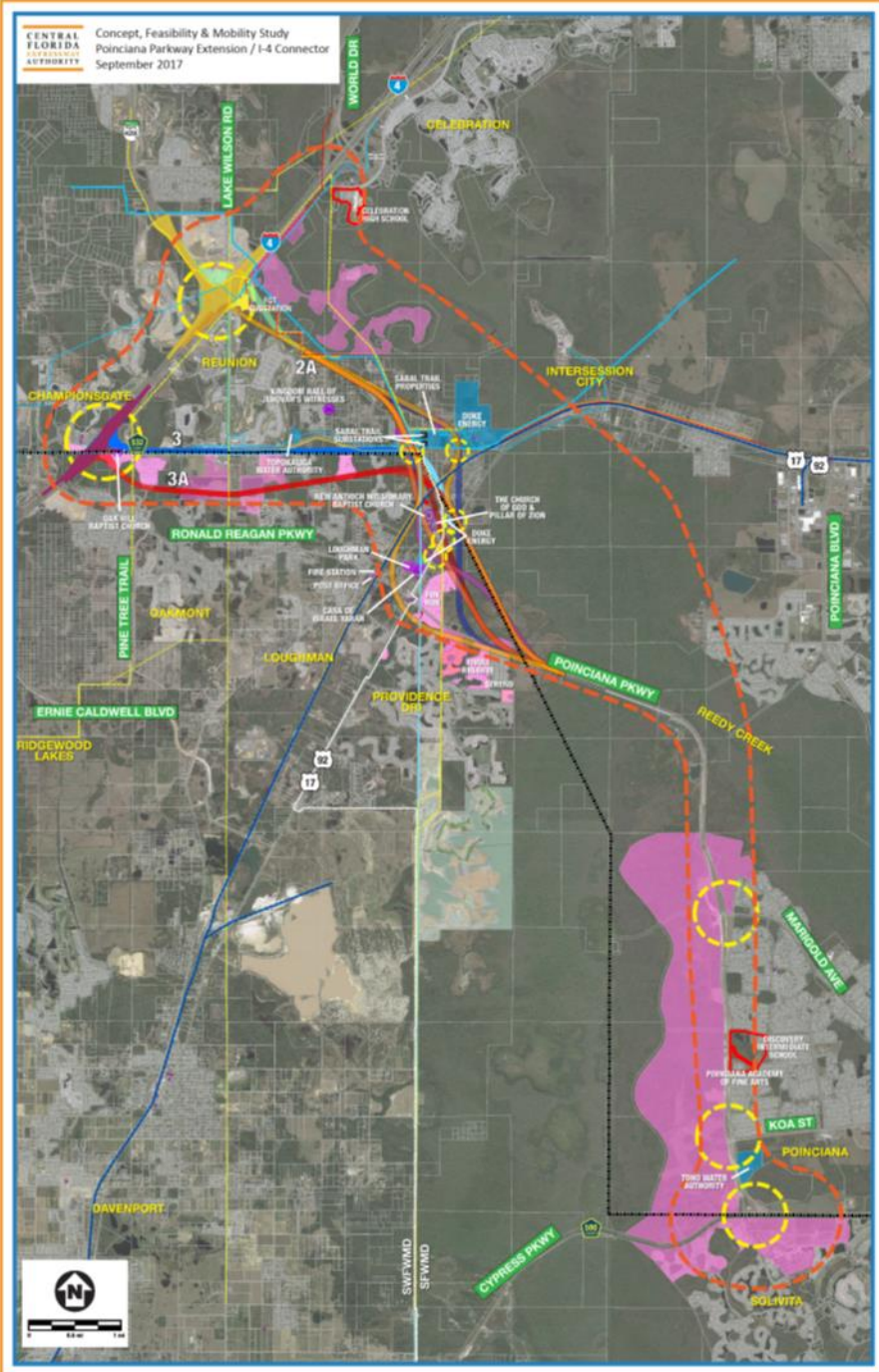
New Alignment Expansion Projects



Poinciana Parkway Extension

Alternative Corridor Alignments

Osceola and Polk Counties



Poinciana Parkway Extension

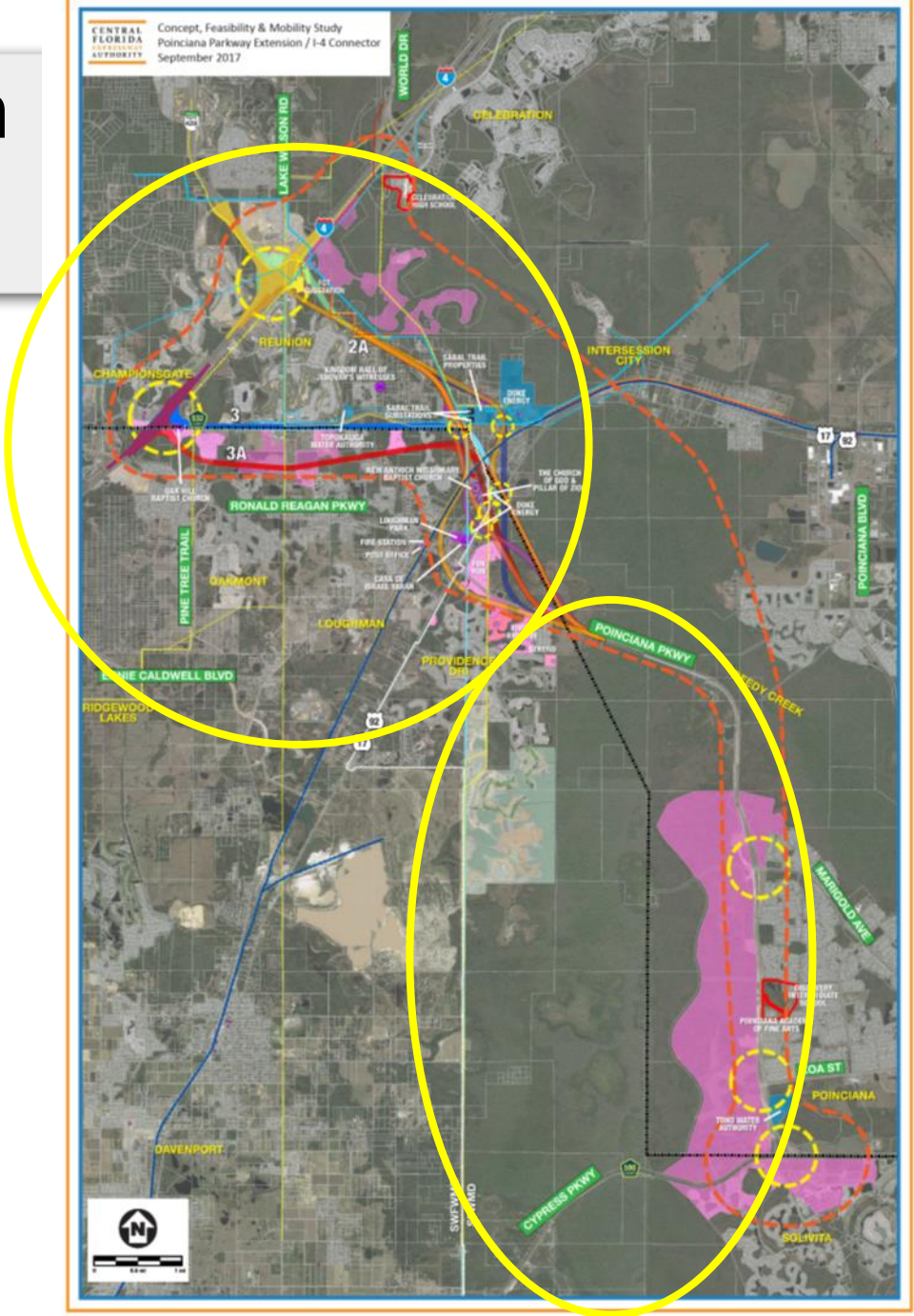
Purpose and Need

- Enhance mobility from I-4 to Cypress Parkway
- Reduce congestion and delays
- Expand regional connectivity
- Provide transportation infrastructure to support planned growth
- Provide consistency with local plans and policies
- Enhance safety

Poinciana Parkway Extension

Alternative Corridor
Alignments

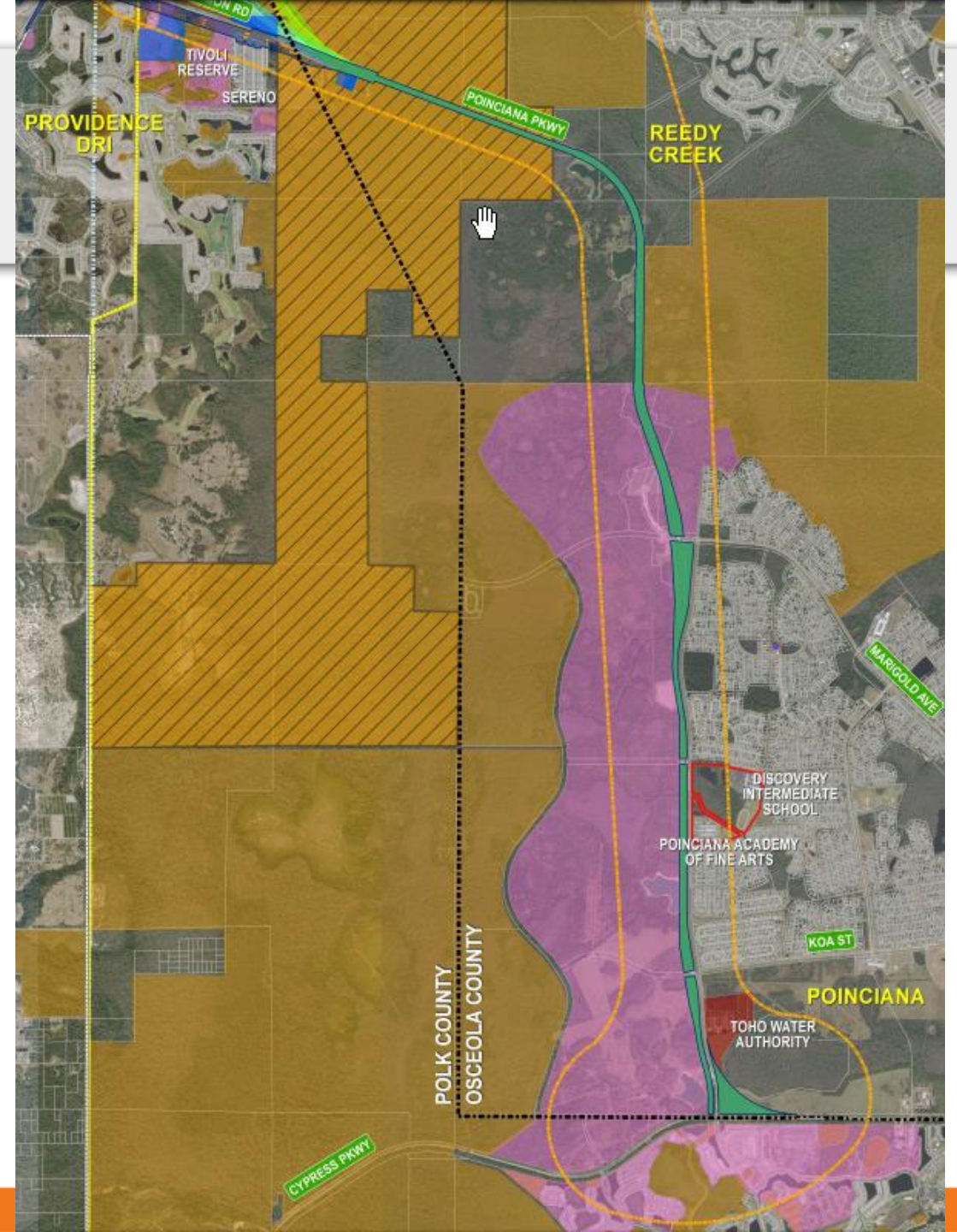
Osceola and Polk Counties



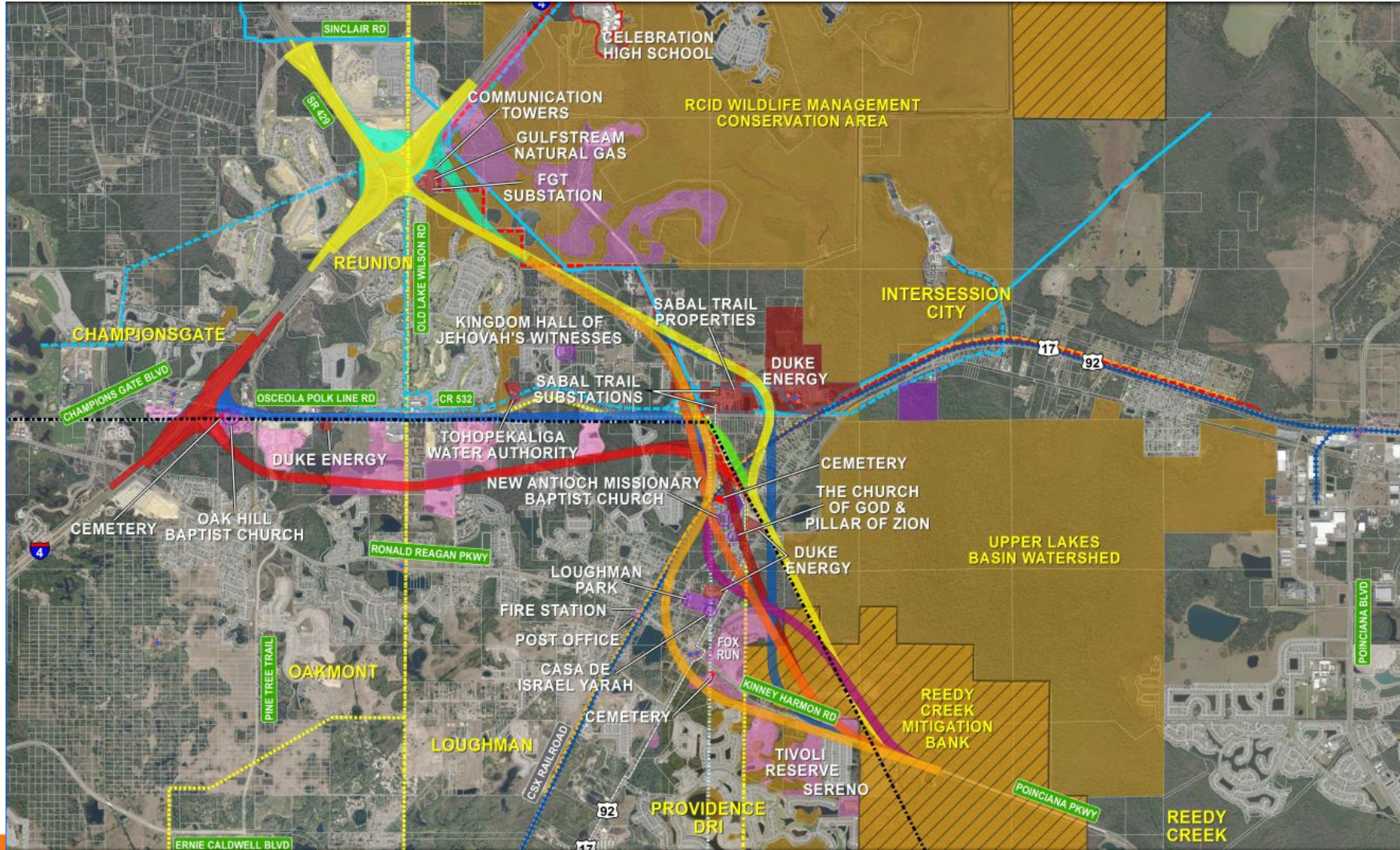
Poinciana Parkway Widening

All alternatives include widening the existing Poinciana Parkway from 2-lanes to 4-lanes

- Cypress Parkway / Southport Connector
- North end of expressway bridge



Poinciana Parkway Extension Constraints

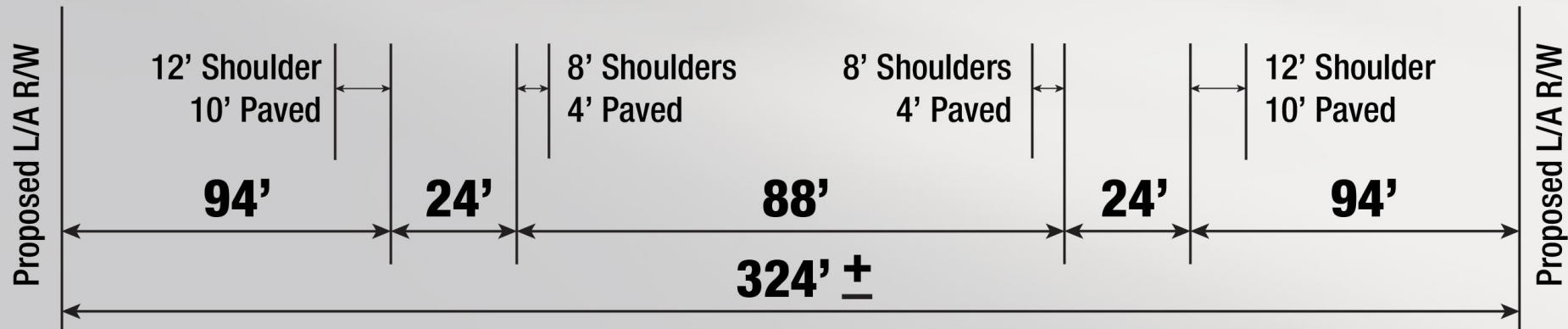


Poinciana Parkway Extension

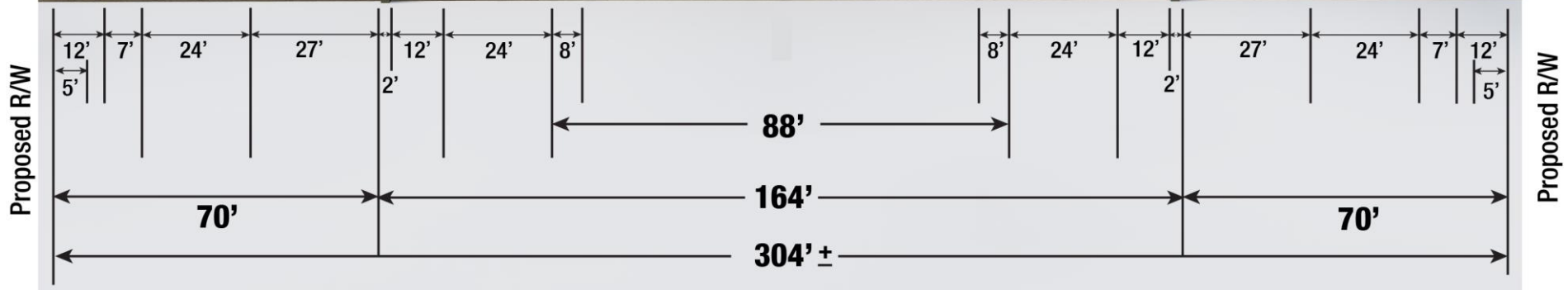
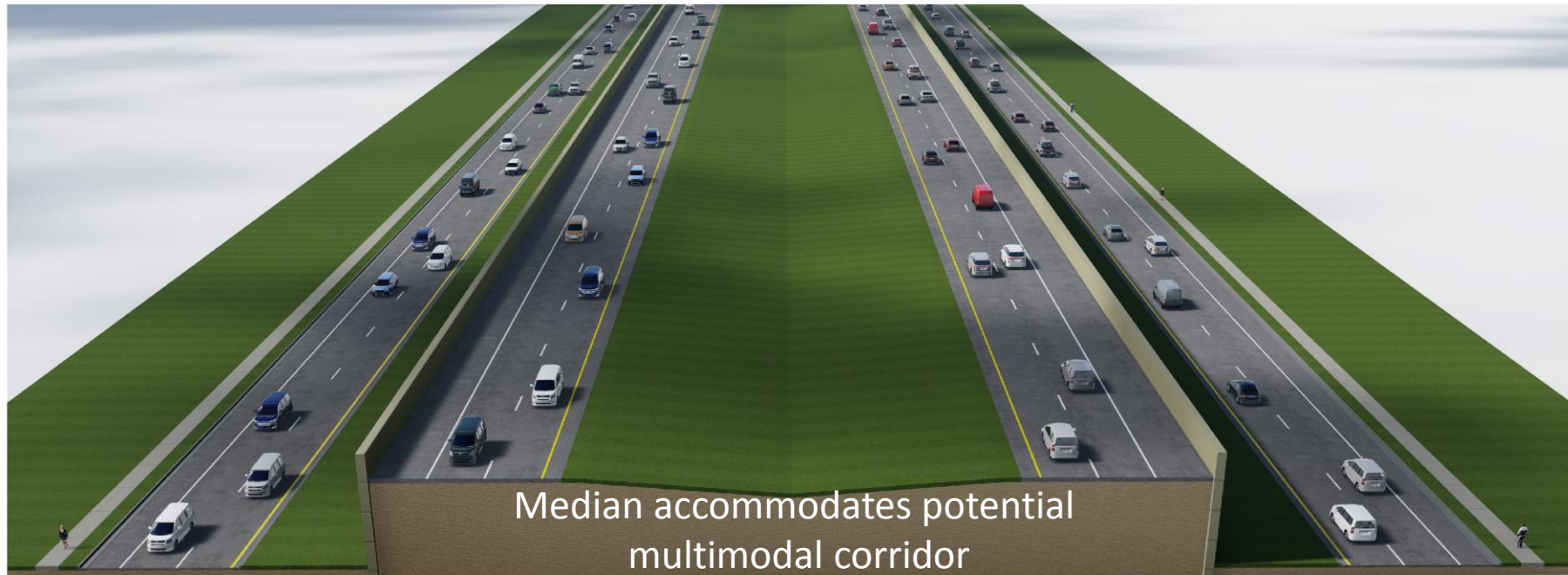
Typical Section on New Alignment



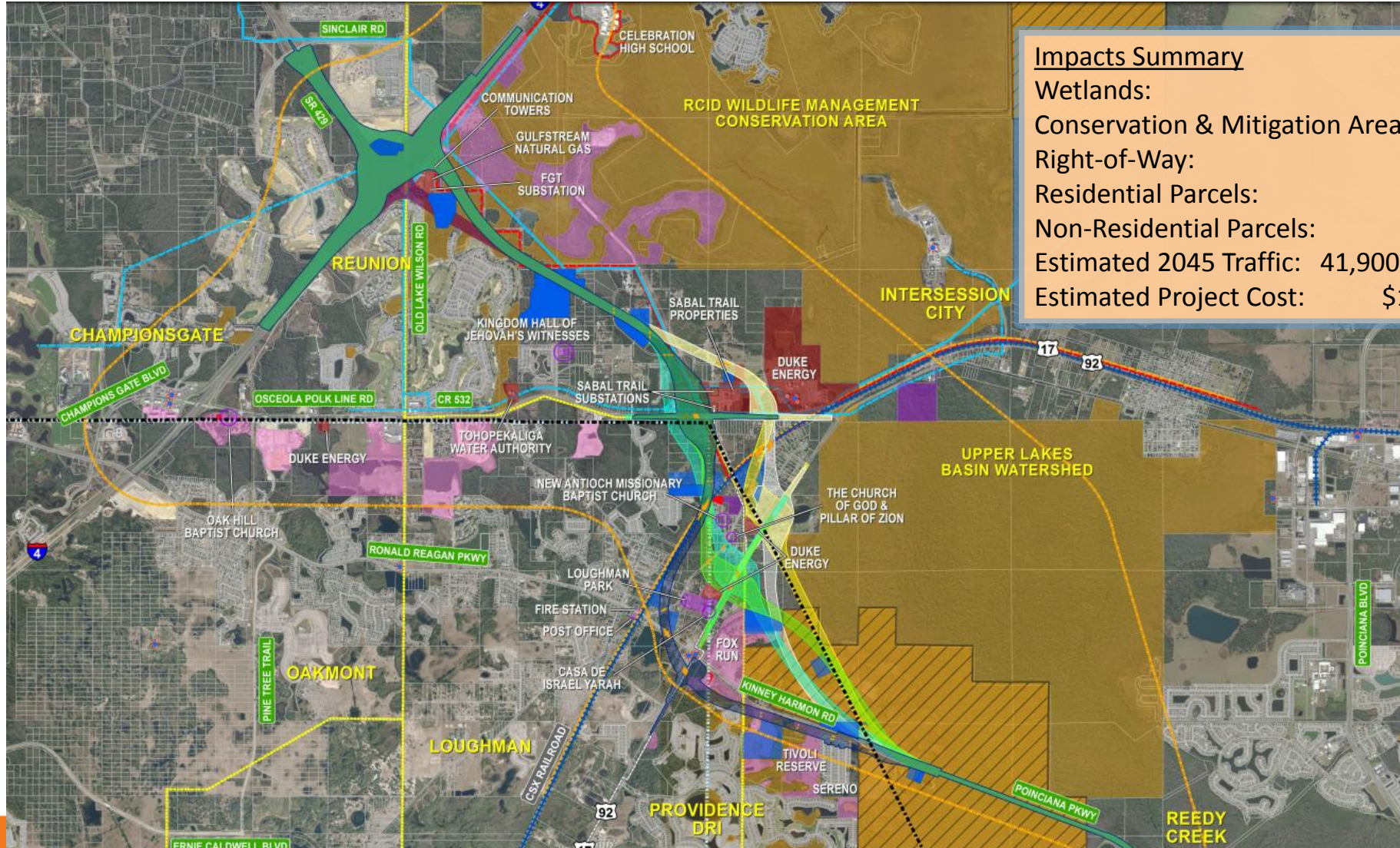
Median accommodates potential multimodal corridor



Poinciana Parkway Extension Elevated Expressway along CR 532



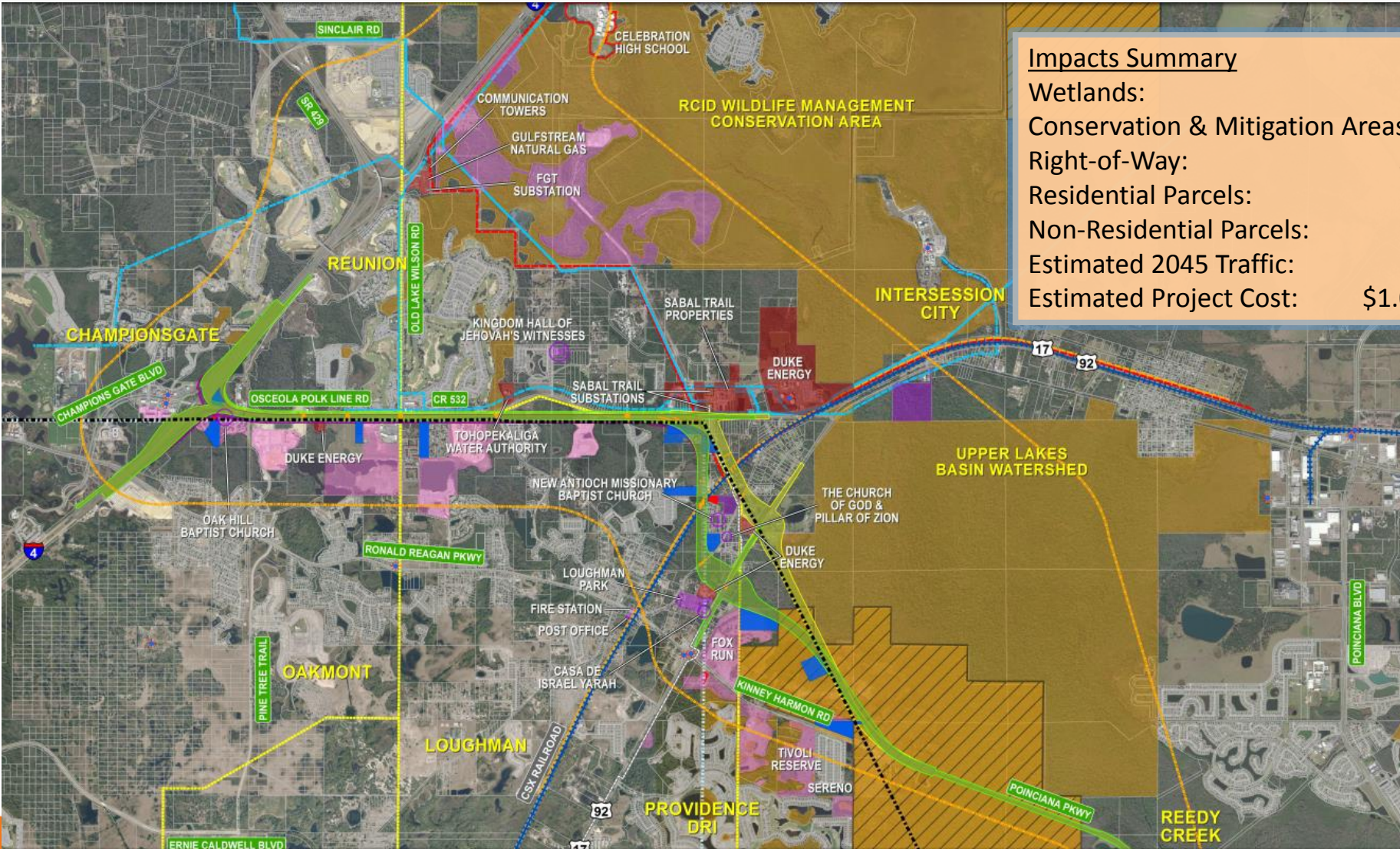
Poinciana Parkway Extension Alternatives to I-4 at SR 429



Impacts Summary

Wetlands:	165 to 185 Acres
Conservation & Mitigation Areas:	79 to 113 Acres
Right-of-Way:	492 to 560 Acres
Residential Parcels:	141 to 213 Parcels
Non-Residential Parcels:	57 to 100 Parcels
Estimated 2045 Traffic:	41,900 to 46,600 Vehicles
Estimated Project Cost:	\$1.33 to \$1.47 Billion

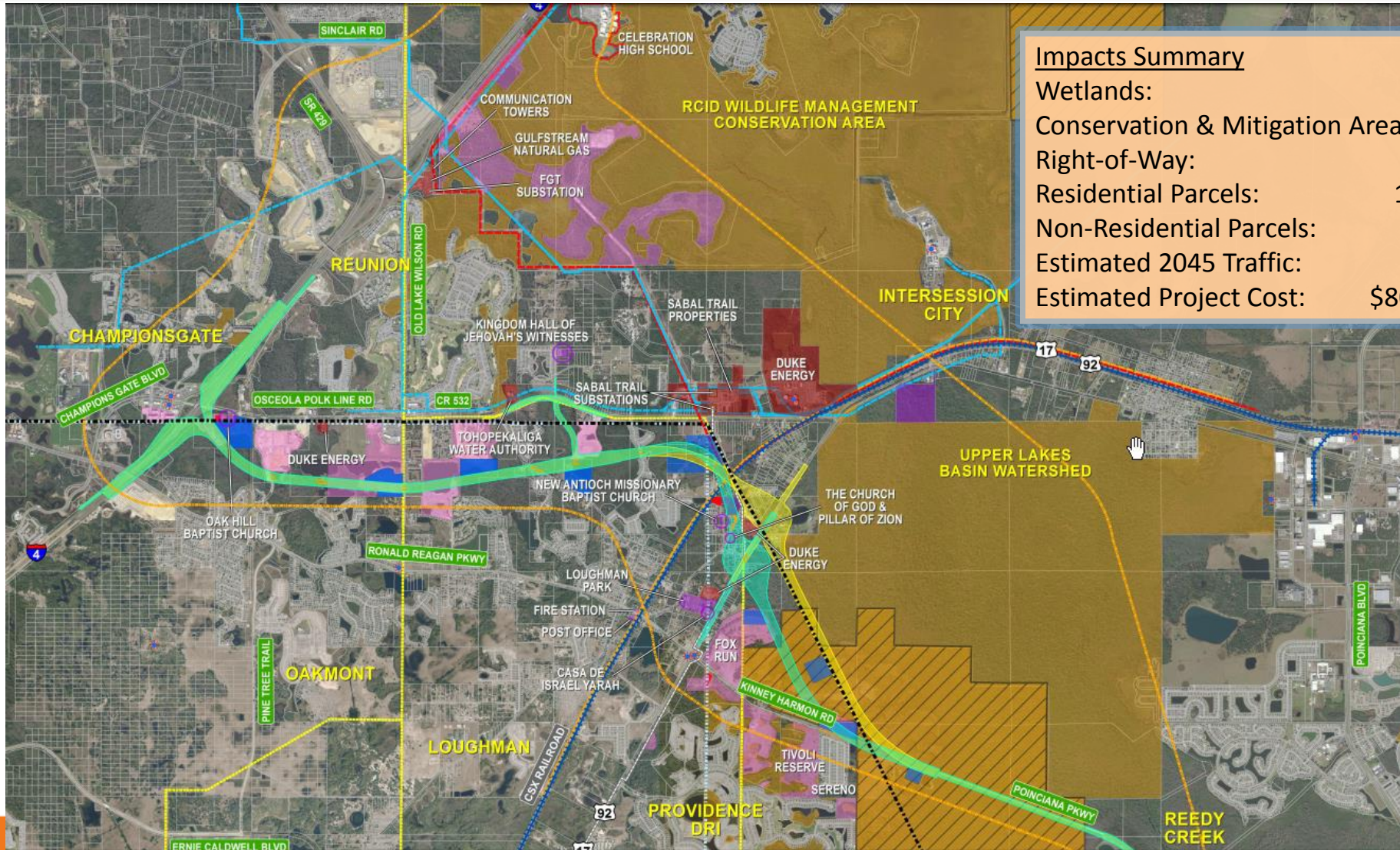
Poinciana Parkway Extension Alternatives to I-4 at CR 532



Impacts Summary

Wetlands:	84 to 108 Acres
Conservation & Mitigation Areas:	52 to 71 Acres
Right-of-Way:	309 to 346 Acres
Residential Parcels:	85 to 107 Parcels
Non-Residential Parcels:	91 to 111 Parcels
Estimated 2045 Traffic:	30,800 Vehicles
Estimated Project Cost:	\$1.06 to \$1.15 Billion

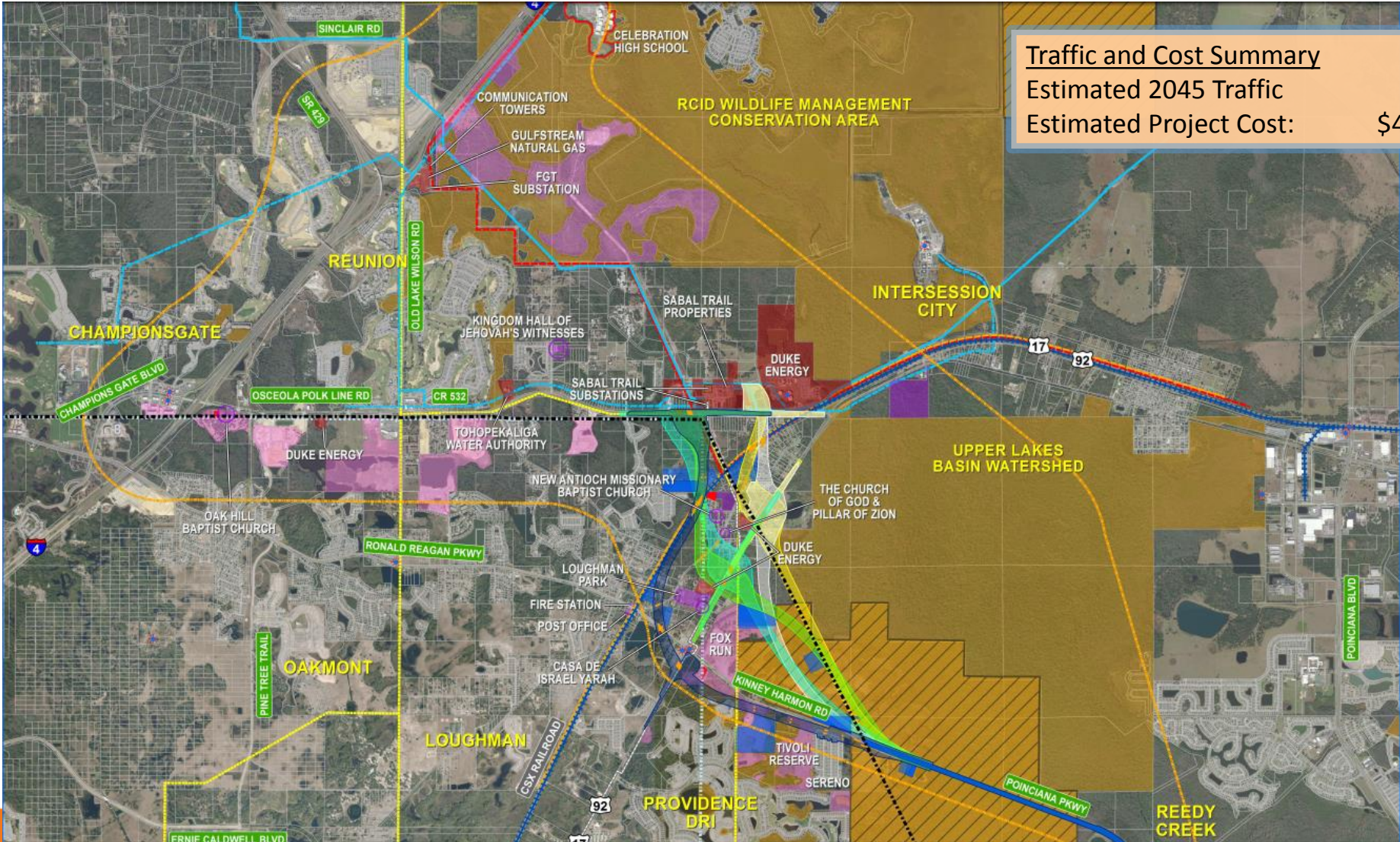
Poinciana Parkway Extension Alternatives to I-4 at CR 532



Impacts Summary

Wetlands:	155 to 169 Acres
Conservation & Mitigation Areas:	35 to 72 Acres
Right-of-Way:	454 to 455 Acres
Residential Parcels:	130 to 156 Parcels
Non-Residential Parcels:	72 to 76 Parcels
Estimated 2045 Traffic:	31,700 Vehicles
Estimated Project Cost:	\$800 to \$820 Million

Poinciana Parkway Extension Potential Phased Approach



Traffic and Cost Summary	
Estimated 2045 Traffic	26,000 Vehicles
Estimated Project Cost:	\$490 to \$580 Million

Poinciana Parkway Extension

Viability of Alternatives

Expressway Alternative	Total Project Costs (\$ Millions)	30-Year Projected Revenue (\$ Millions)	Viability Range (highest revenue)
Poinciana Parkway to Interstate 4 at SR 429	\$1,330 to \$1,470	\$328 to \$590	40% to 44%
Poinciana Parkway to Interstate 4 at CR 532	\$800 to \$1,150	\$256 to \$410	36% to 51%
Poinciana Parkway to CR 532 (Segment)	\$490 to \$580	\$160 to \$240	41% to 49%

Assumptions:

- Existing Poinciana Parkway widened to 4 lanes
- CFX owns existing Poinciana Parkway as a systems project
- Segment Alternative to CR 532 requires partnerships for widening of CR 532 to 6 lanes and for new interchange at I-4

Recommended Motion

Approval of the findings for the Concept, Feasibility and Mobility Study of the Poinciana Parkway Extension, and authorization for staff to initiate a Project Development & Environment (PD&E) Study.

F. 4.



Concept, Feasibility, and Mobility Study of the Southport Connector Expressway

Glenn Pressimone, Director of Engineering and Dan Kristoff, RS&H, Inc.

— March 8, 2018 —

Southport Connector Expressway

Purpose and Need

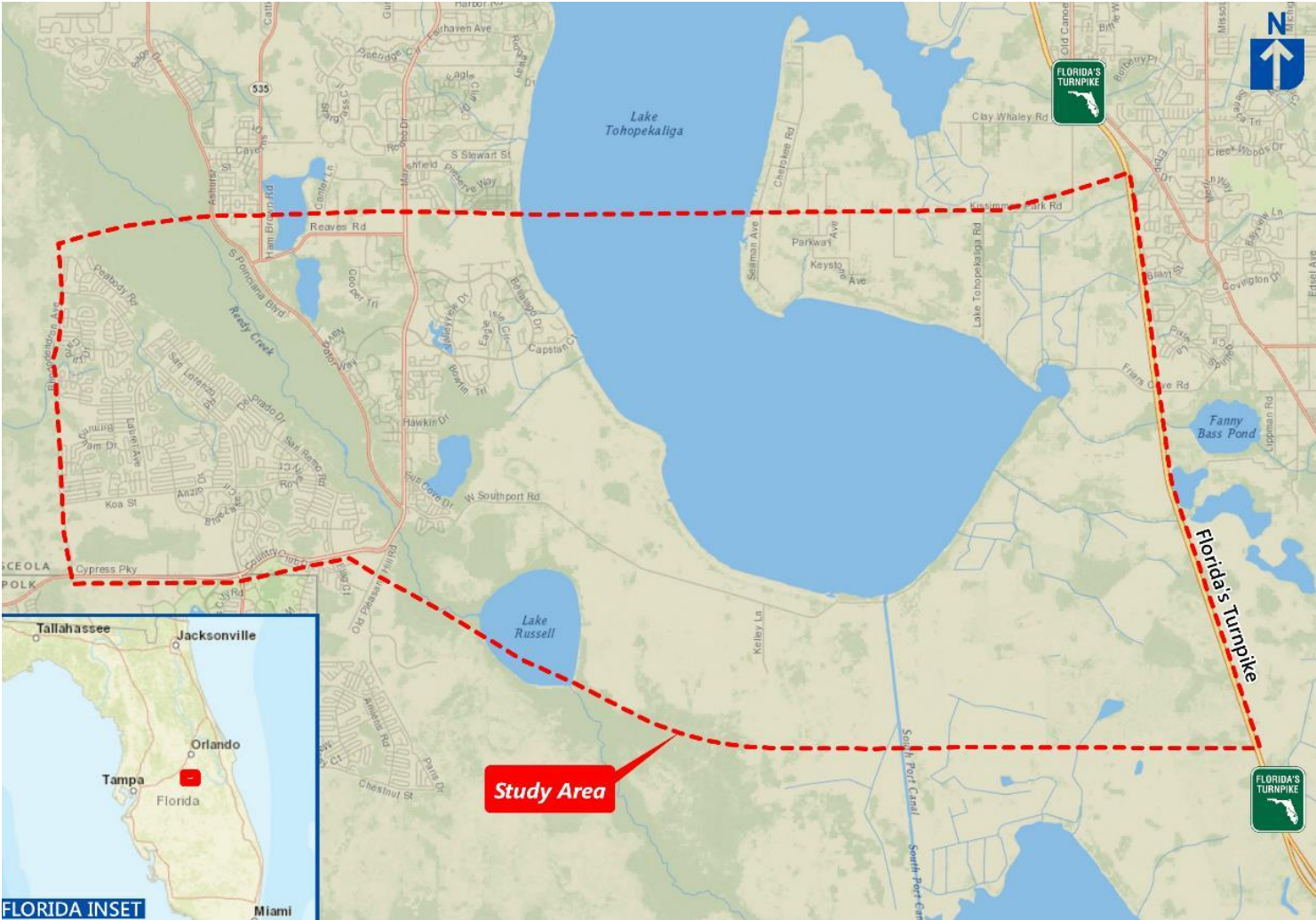
1. Construct a limited access, high-speed facility to improve connectivity from the Poinciana area to Florida's Turnpike
2. Reduce the twice daily 43-minute commute time for Poinciana residents (longest commute of Florida's 226 small towns)
3. Respond to ongoing growth by providing additional capacity to regional transportation network
4. Promote regional connectivity and enhance mobility
5. Provide the opportunity for multimodal facilities and enhance hurricane evacuation

Southport Connector Expressway Project Background

FDOT Alternative Corridor Evaluation (ACE) Study

- Advanced Notification Package distributed September 2012
- ETDM Programming Screen was initiated September 2013
- Public Kick-off Meetings (2 locations) September 2013
- Corridor Public Workshops (2 locations) January 2015
- Agency Project Advisory Group (APAG): 3 Meetings
- Alternative Corridor Evaluation Report (ACER) October 2015

Southport Connector Expressway Study Area



Southport Connector Expressway

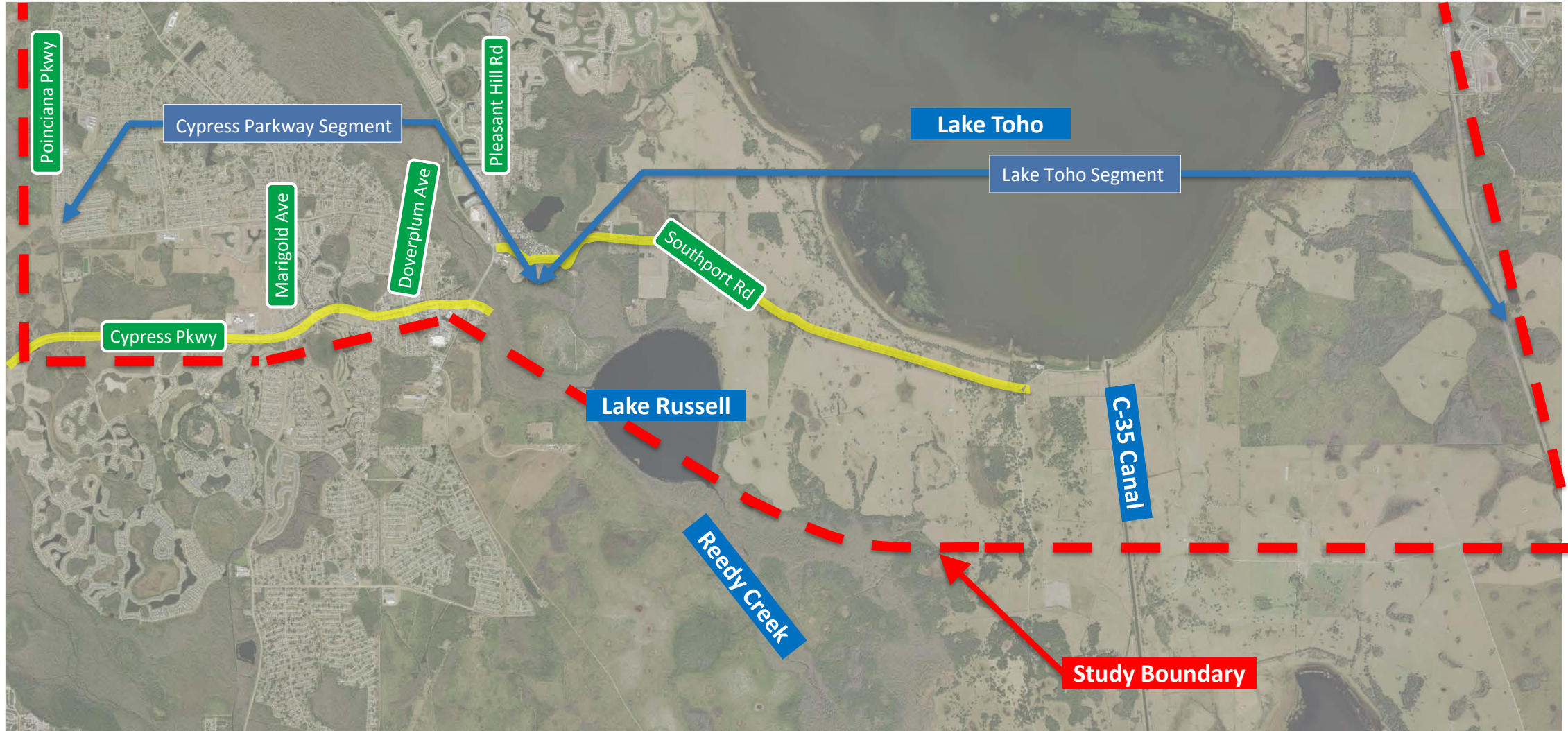
ACER Evaluation Review Technical Memorandum (ACER TECH MEMO)

- Review all ACE documents
- Identify any changed conditions
- In-depth evaluation of the ACE findings, recommendations and commitments

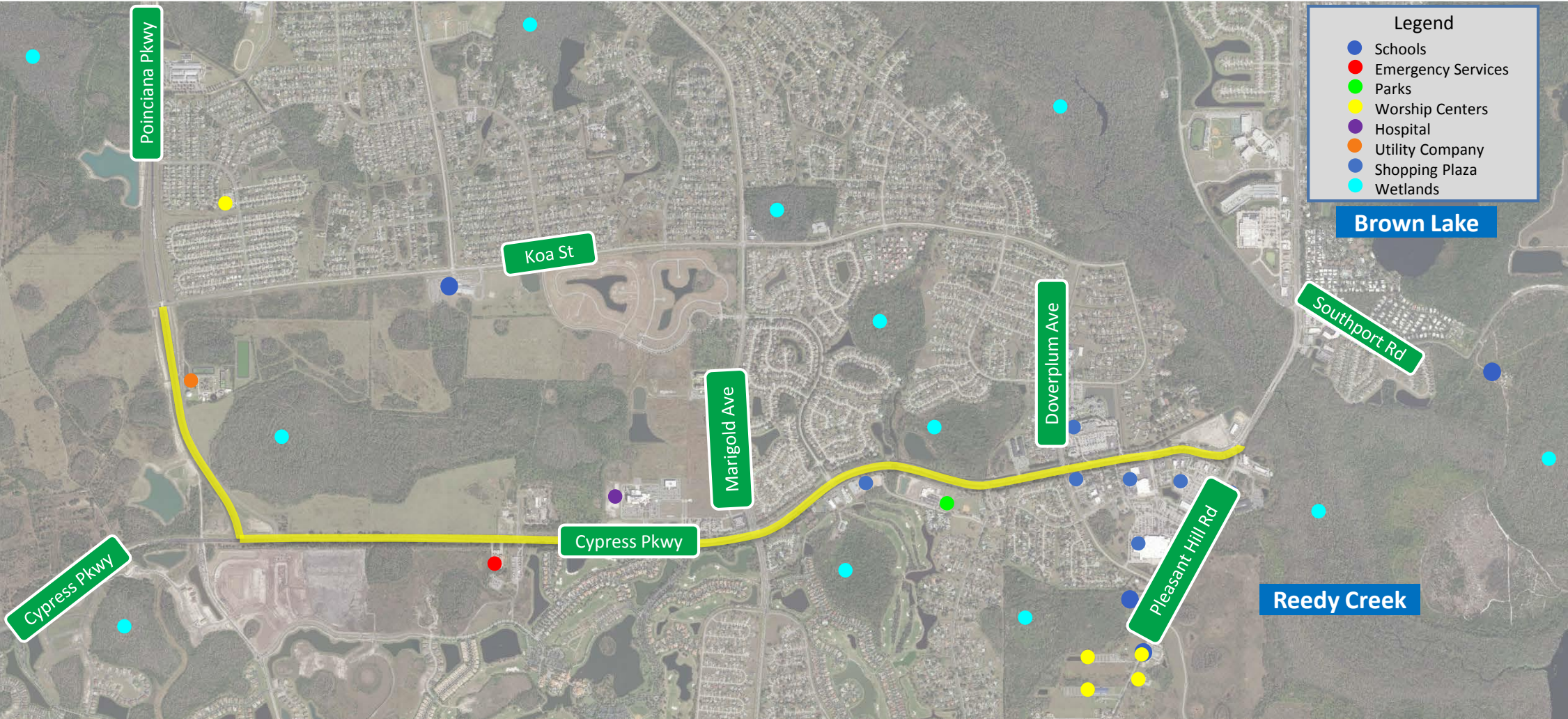
“The study team concurs with the ACE decision to drop all corridors crossing Lake Toho.....

The study team also concurs to co-locate all corridors within the Cypress Parkway corridor between Poinciana Parkway and the Reedy Creek Ecosystem.....”

Southport Connector Expressway Segments for Alternatives Analysis

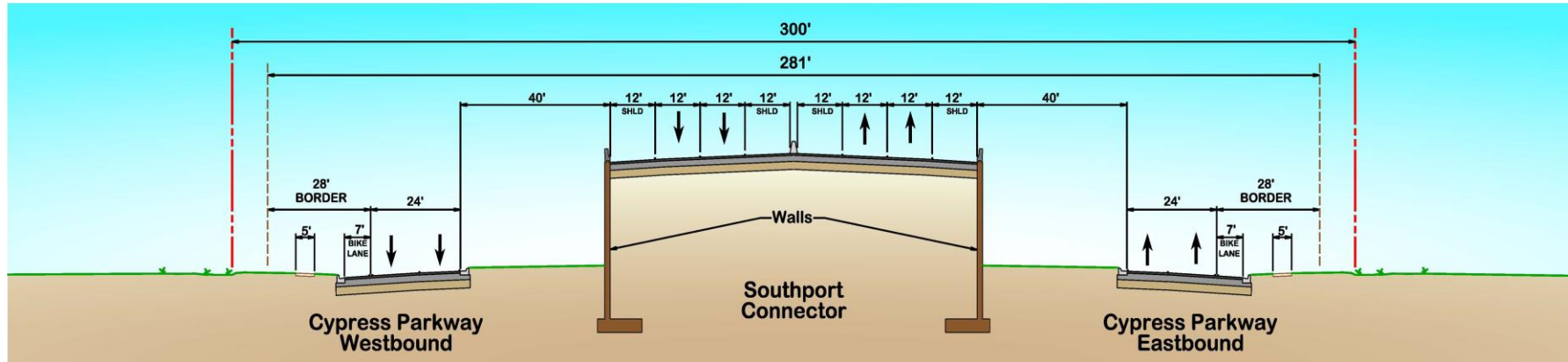


Southport Connector Expressway Segments for Alternatives Analysis

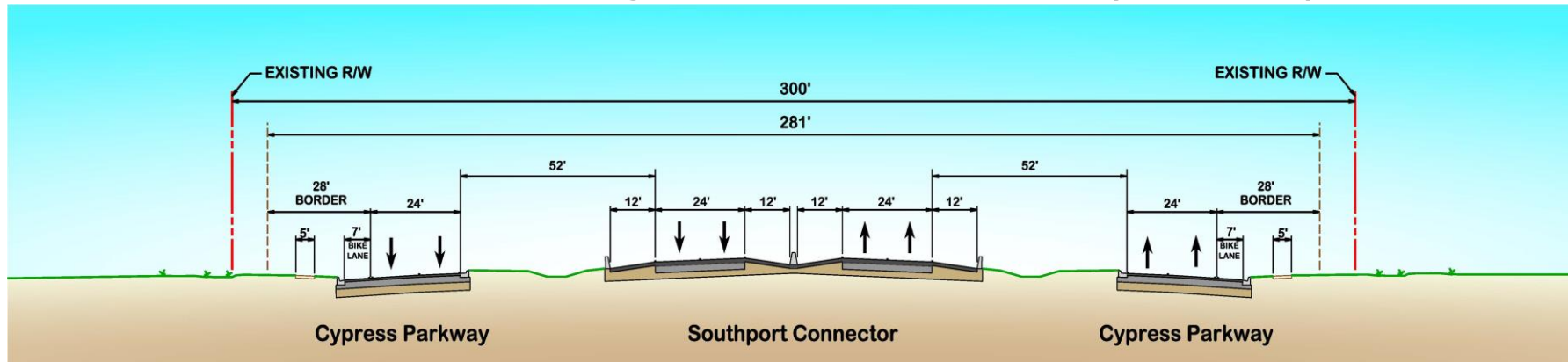


Southport Connector Expressway Cypress Parkway Typical Section

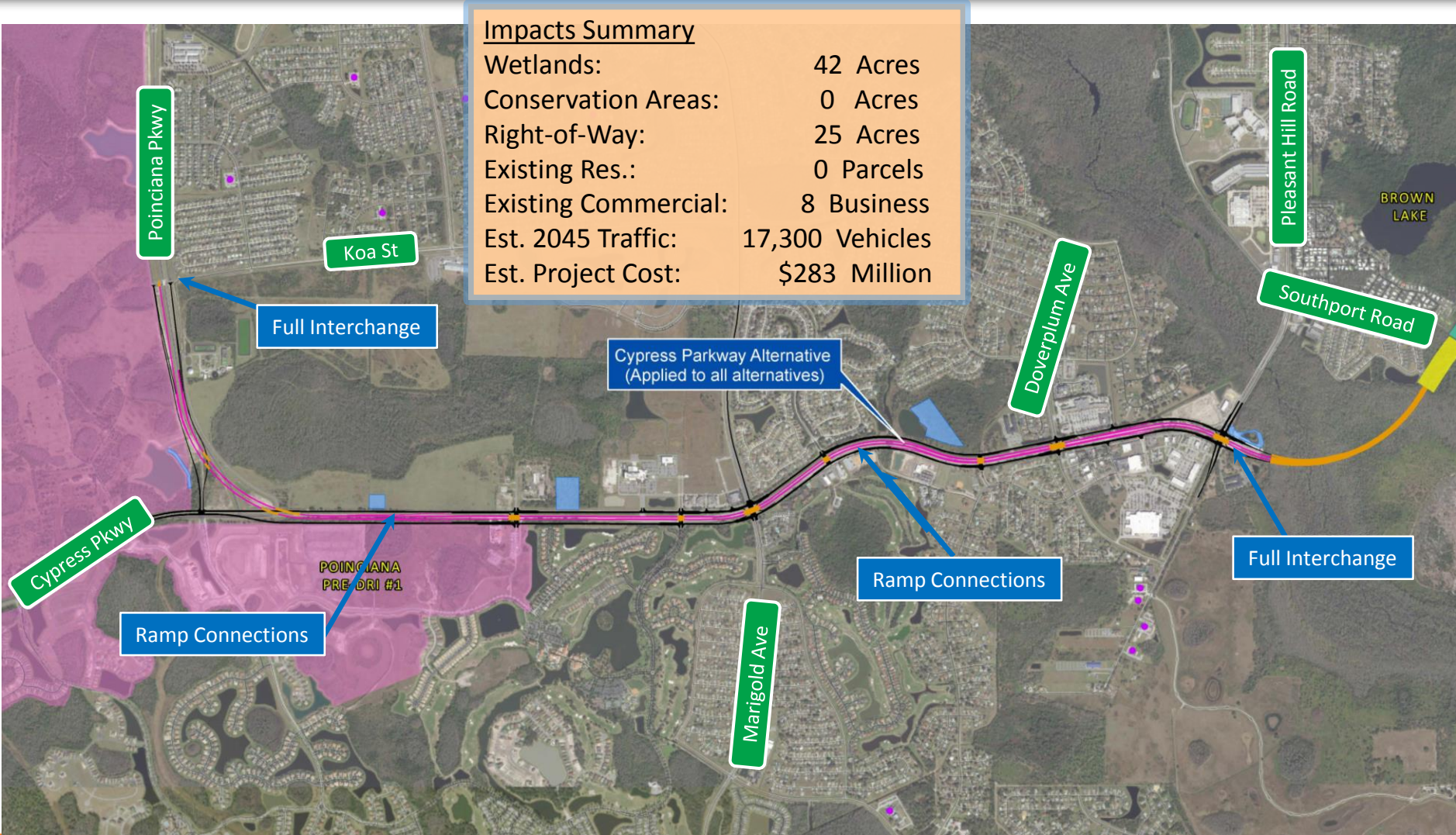
Poinciana Parkway to Pleasant Hill Road (Elevated)



Poinciana Parkway to Pleasant Hill Road (At-Grade)



Southport Connector Expressway Cypress Parkway Alternative



Southport Connector Expressway South Lake Toho Segment



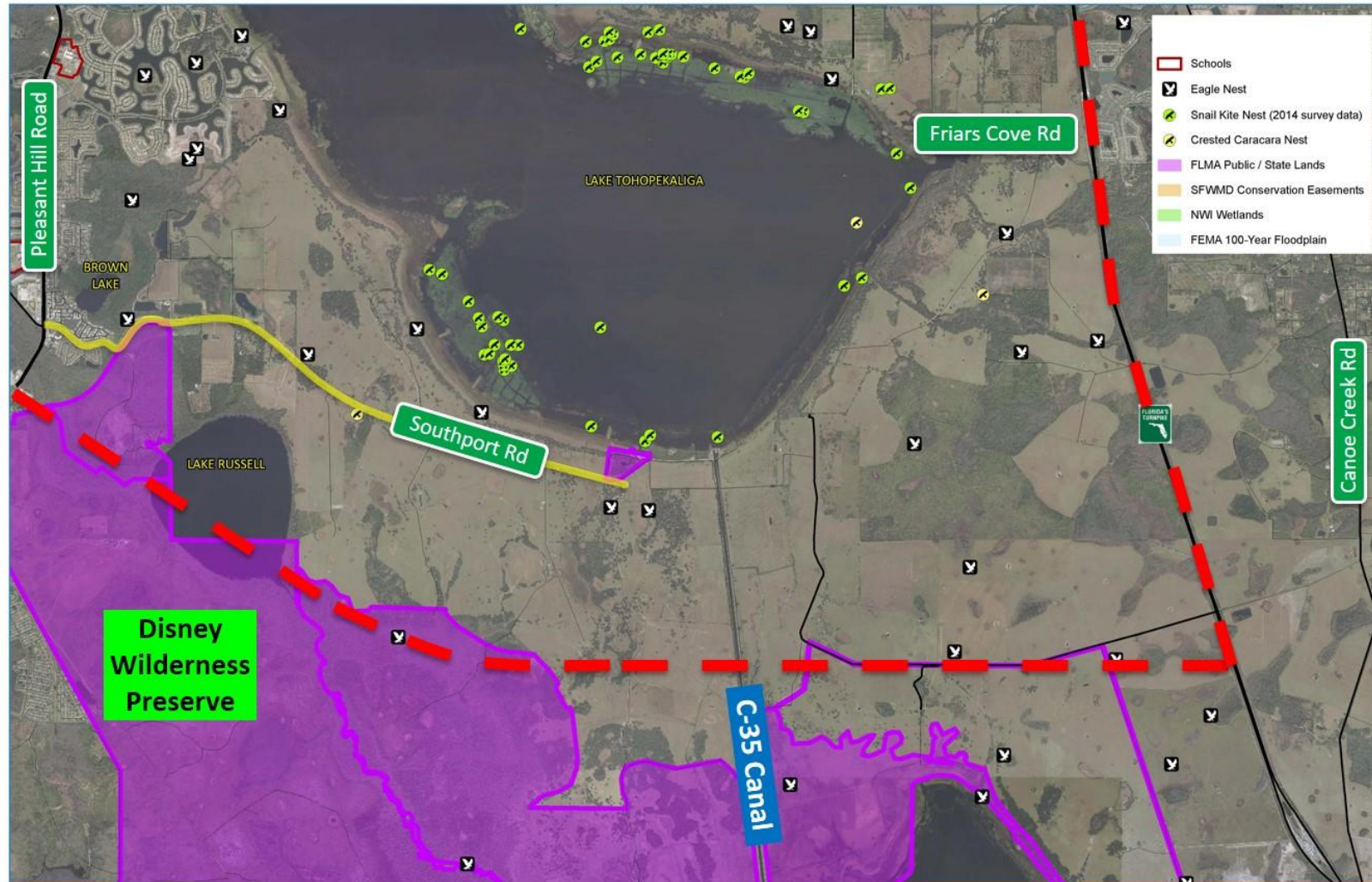
Southport Connector Expressway South Lake Toho Segment



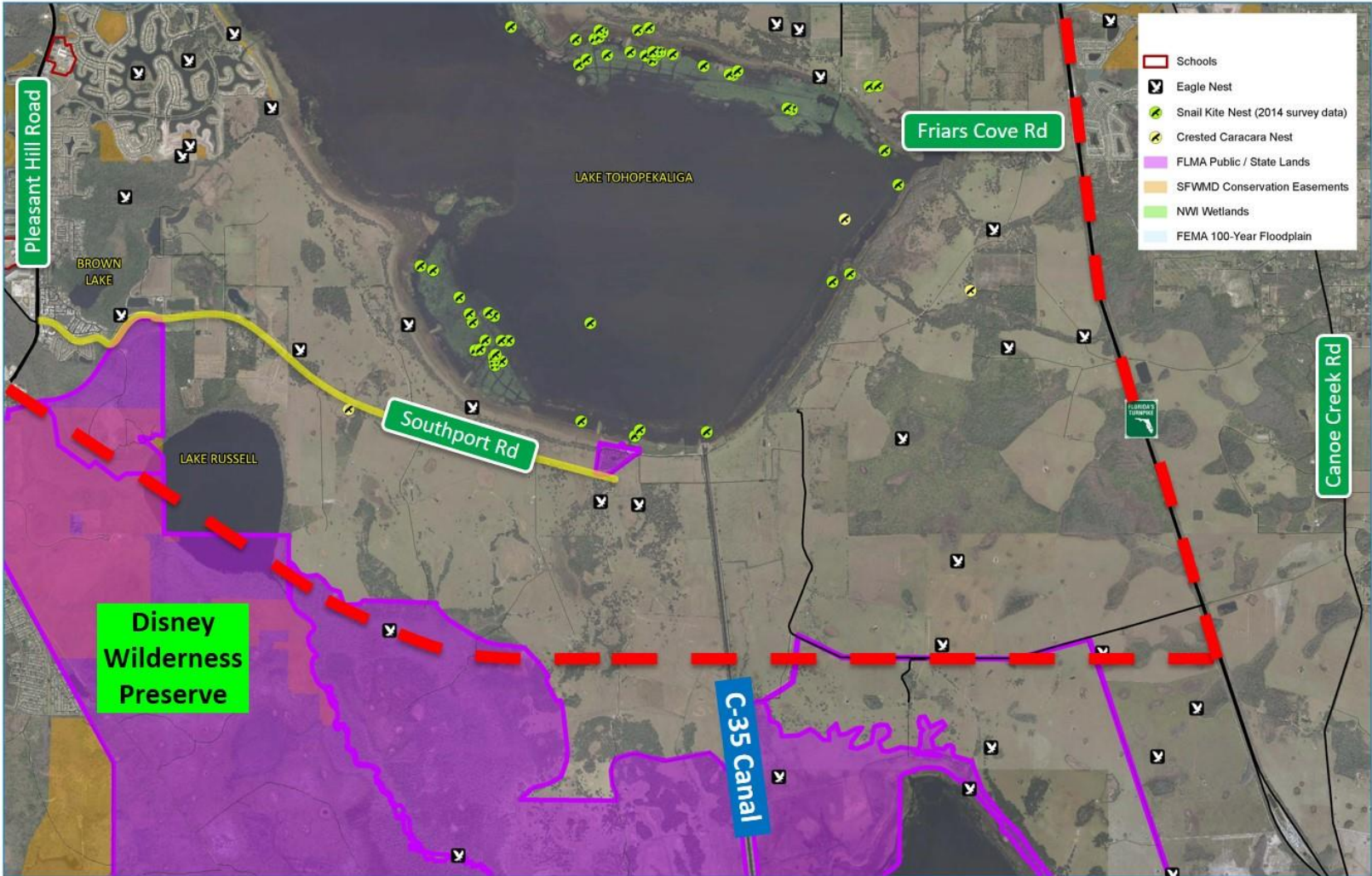
Southport Connector Expressway South Lake Toho Segment



Southport Connector Expressway South Lake Toho Segment



Southport Connector Expressway South Lake Toho Segment



Southport Connector Expressway South Lake Toho Segment

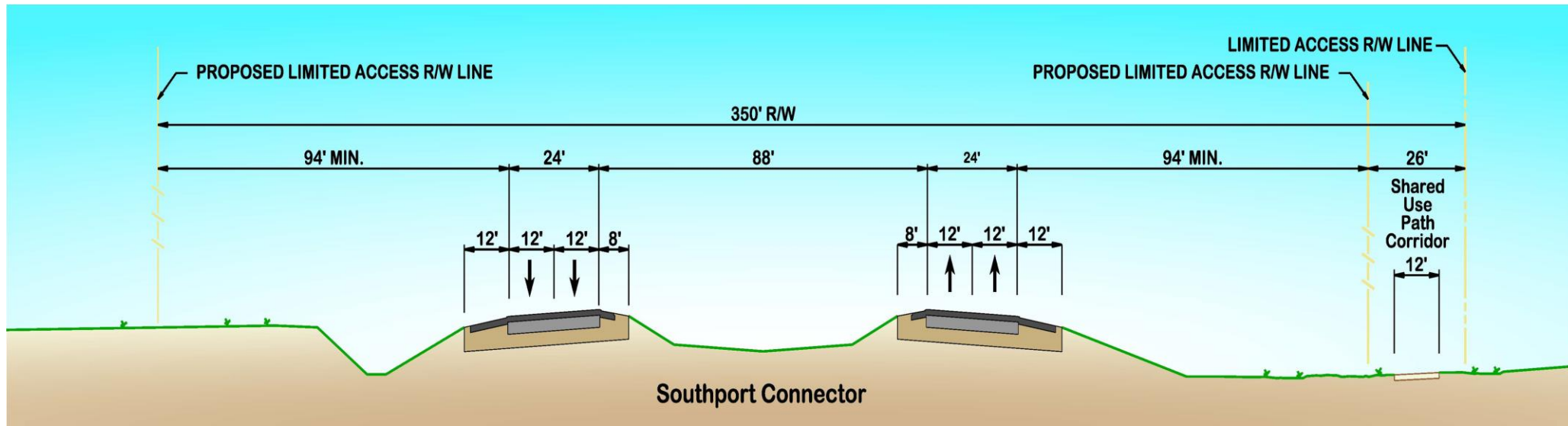


Southport Connector Expressway South Lake Toho Segment

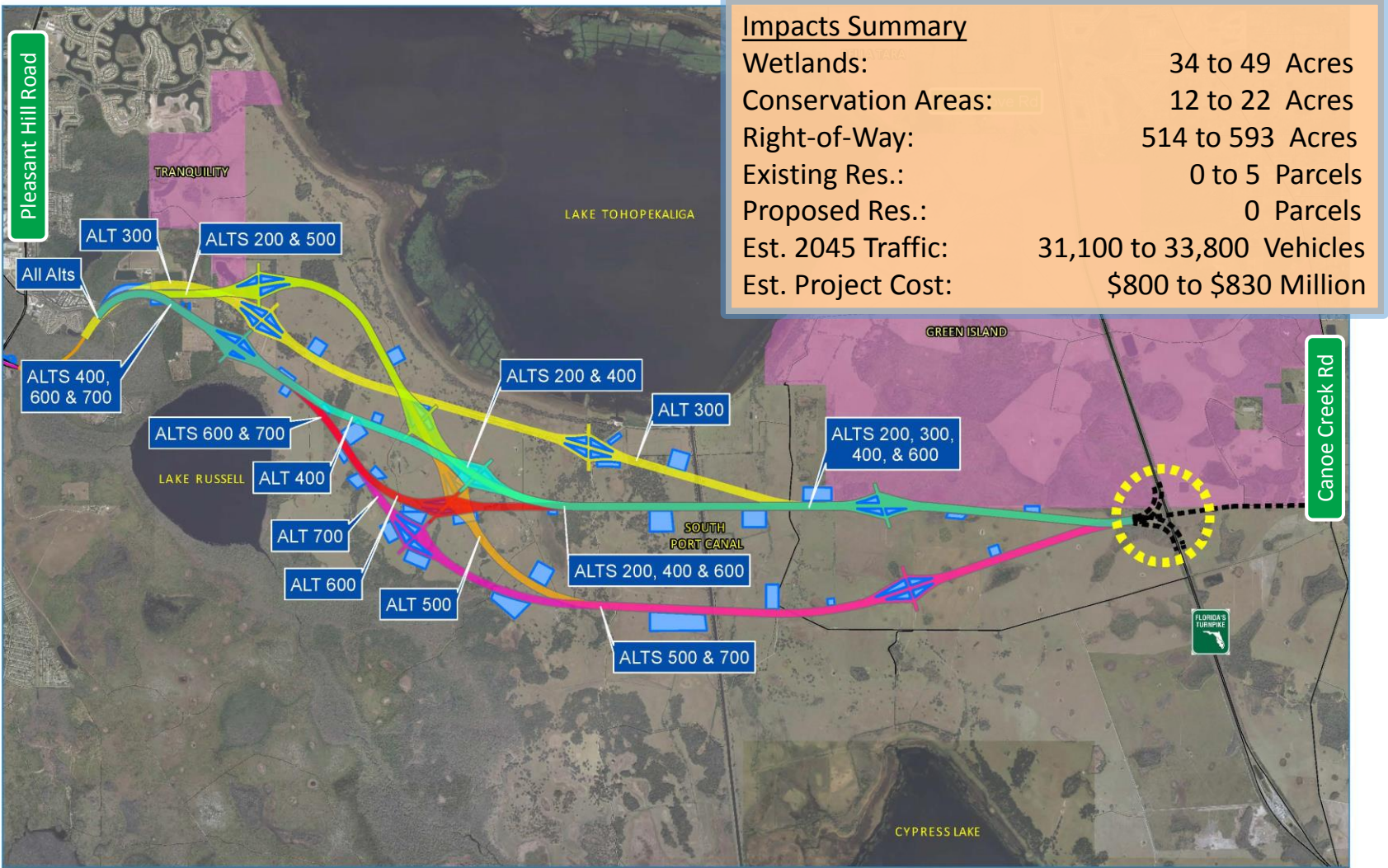


Southport Connector Expressway Lake Toho Segment Typical Section

Pleasant Hill Road to Turnpike (At-Grade)



Southport Connector Expressway Lake Toho Alternatives



Southport Connector Expressway Viability of Alternatives

Expressway Alternative	Total Project Costs (\$ Millions)	30-Year Projected Revenue (\$ Millions)	Viability Range (highest revenue)
Poinciana Parkway to Old Canoe Creek Road	\$1,080 to \$1,110	\$187 to \$318	29%
Pleasant Hill Road to Old Canoe Creek Road (Segment)	\$800 to \$830	\$172 to \$246	30% to 31%

Recommended Motion

Approval of the findings for the Concept, Feasibility and Mobility Study of the Southport Connector Expressway.

F. 5.



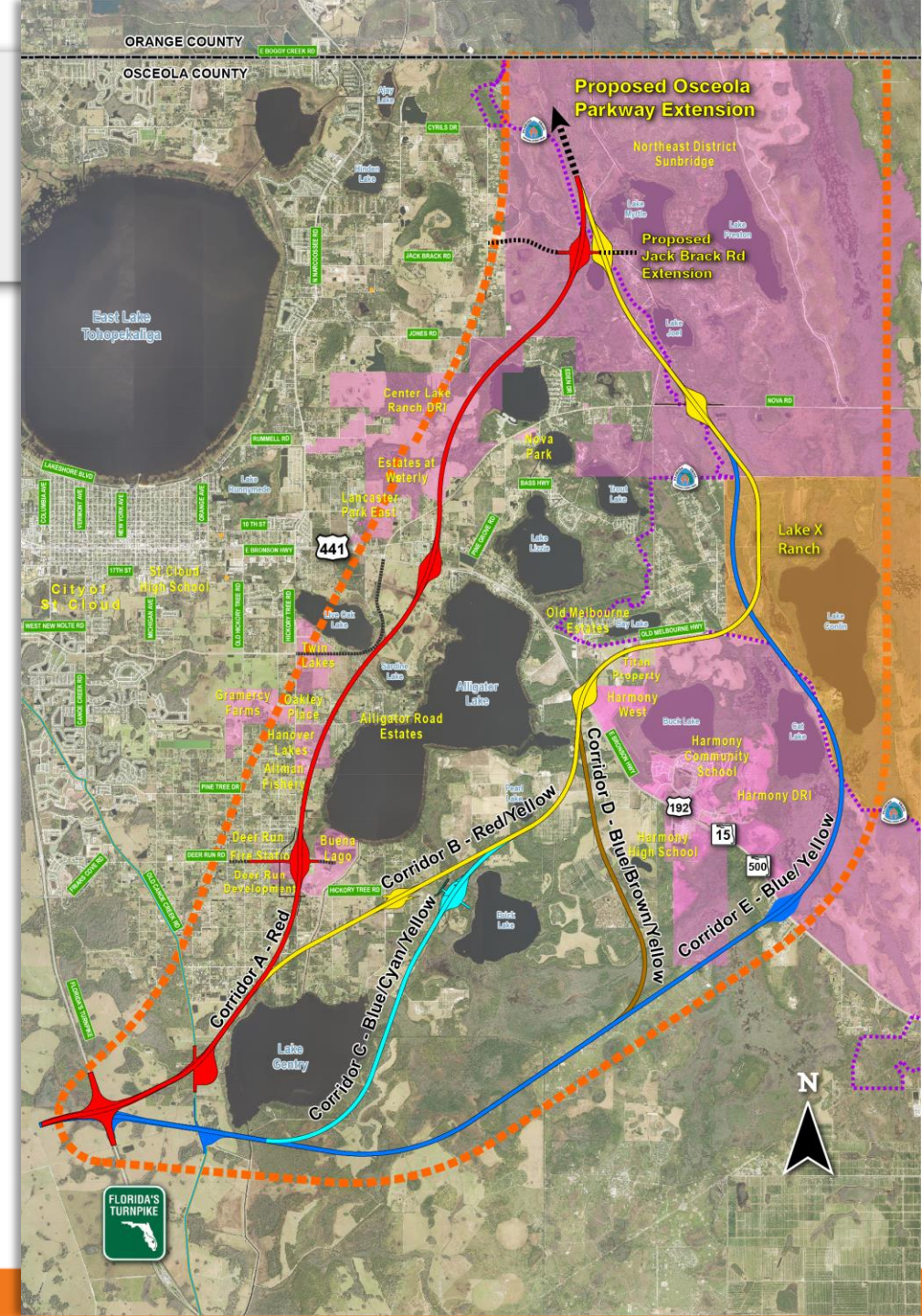
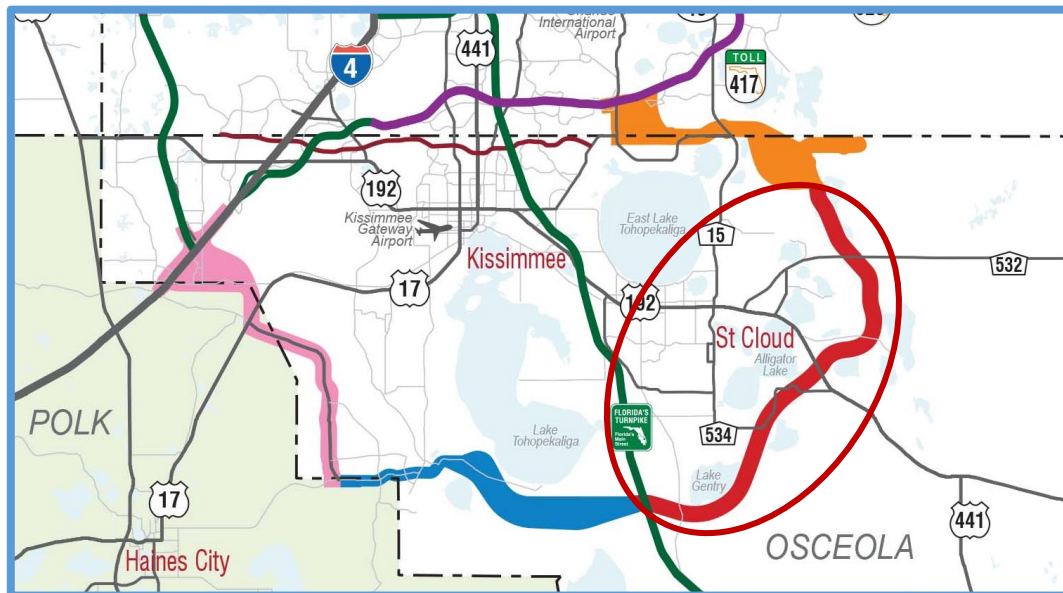
Concept, Feasibility, and Mobility Study of the Northeast Connector Expressway

Glenn Pressimone, Director of Engineering and Alex Hull, Inwood Consulting Engineers, Inc.

— March 8, 2018 —

Northeast Connector Expressway

Alternative Corridor Alignments Osceola County



Northeast Connector Expressway

Purpose and Need

- Provide roadway connections to Florida's Turnpike and the Osceola Parkway Extension
- Provide regional connectivity and enhance mobility of area's growing population
- Support planned economic development within the study area
- Address existing and future capacity constraints on the existing roadways
- Provide consistency with transportation plans
- Enhance safety and emergency evacuation

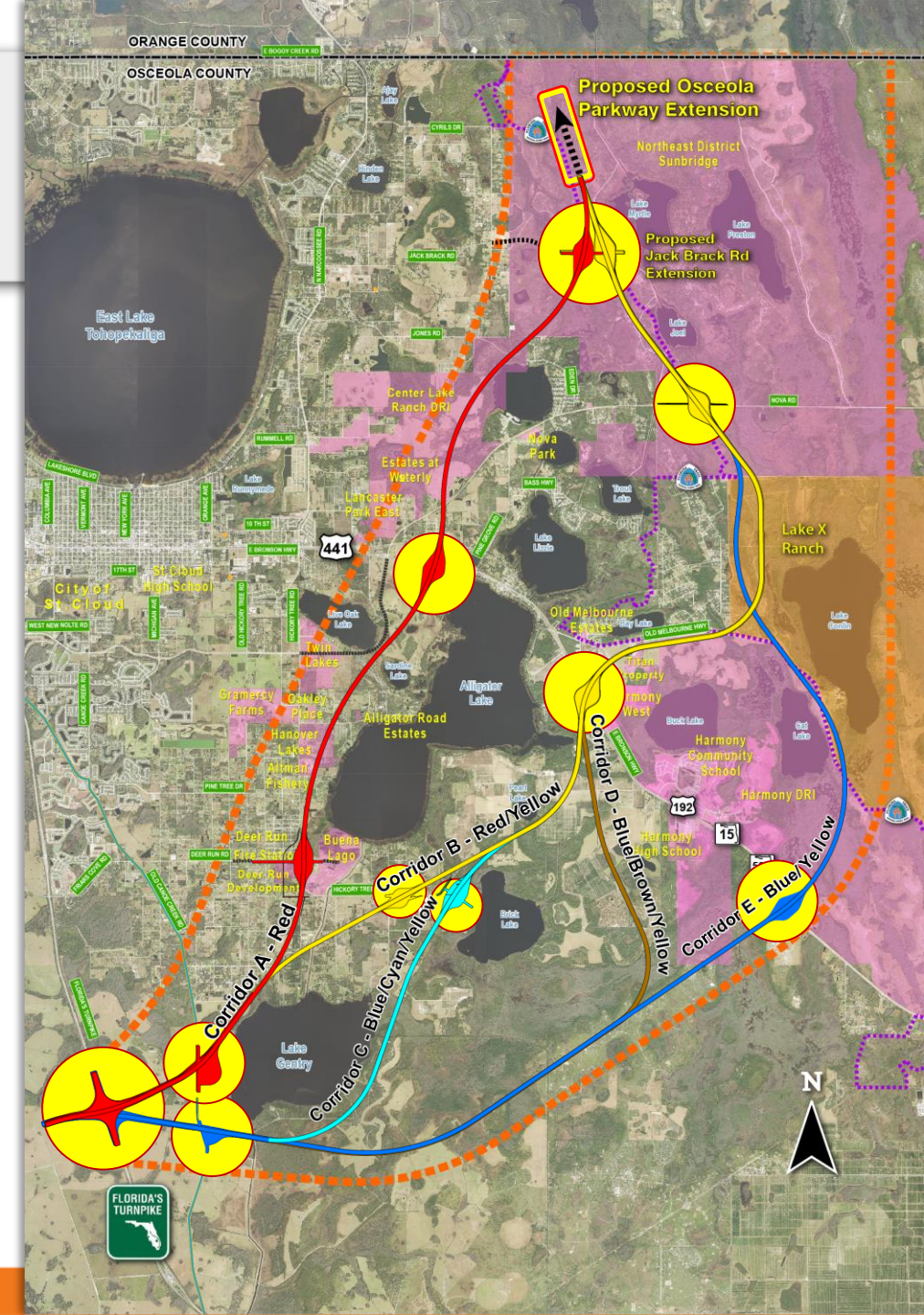
Previous Studies

- SR 417 Southern Extension Concept Development and Evaluation Study, Wilber Smith Associates, Inc. (WSA), May 2008
- Preliminary Alignment Evaluation for Southport Connector East from Canoe Creek Road to SR 528, Kimley-Horn and Associates, Inc. (KHA), June 2010
- Northeast Connector Expressway Preliminary Alignment Feasibility Study Tier 1 Corridor Analysis Memorandum, VHB, February 2016

Northeast Connector Expressway

Five Alternative Corridors

- Corridor A – Red
- Corridor B – Red/Yellow
- Corridor C – Blue/Cyan/Yellow
- Corridor D – Blue/Brown/Yellow
- Corridor E – Blue/Yellow

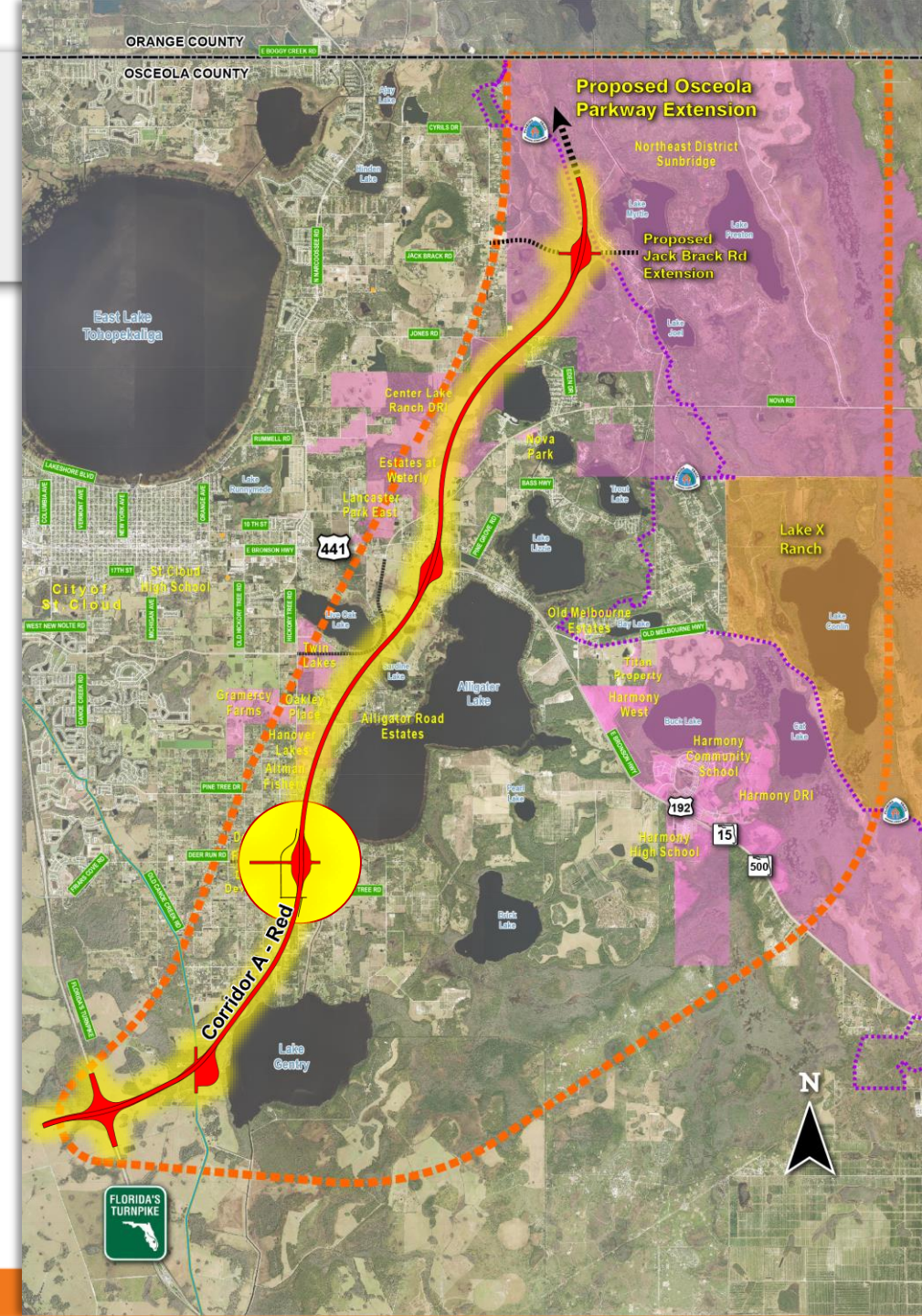


Northeast Connector Expressway

Corridor A – Red Western Corridor

Impacts Summary

Wetlands:	139	Acres
Conservation Areas:	0	Acres
Right-of-Way:	1,349	Acres
Existing Res.:	181	Parcels
Proposed Res.:	186	Parcels
Est. 2045 Traffic:	25,600	Vehicles
Est. Project Cost:	\$1.20	Billion



Northeast Connector Expressway

Corridor B – Red/Yellow

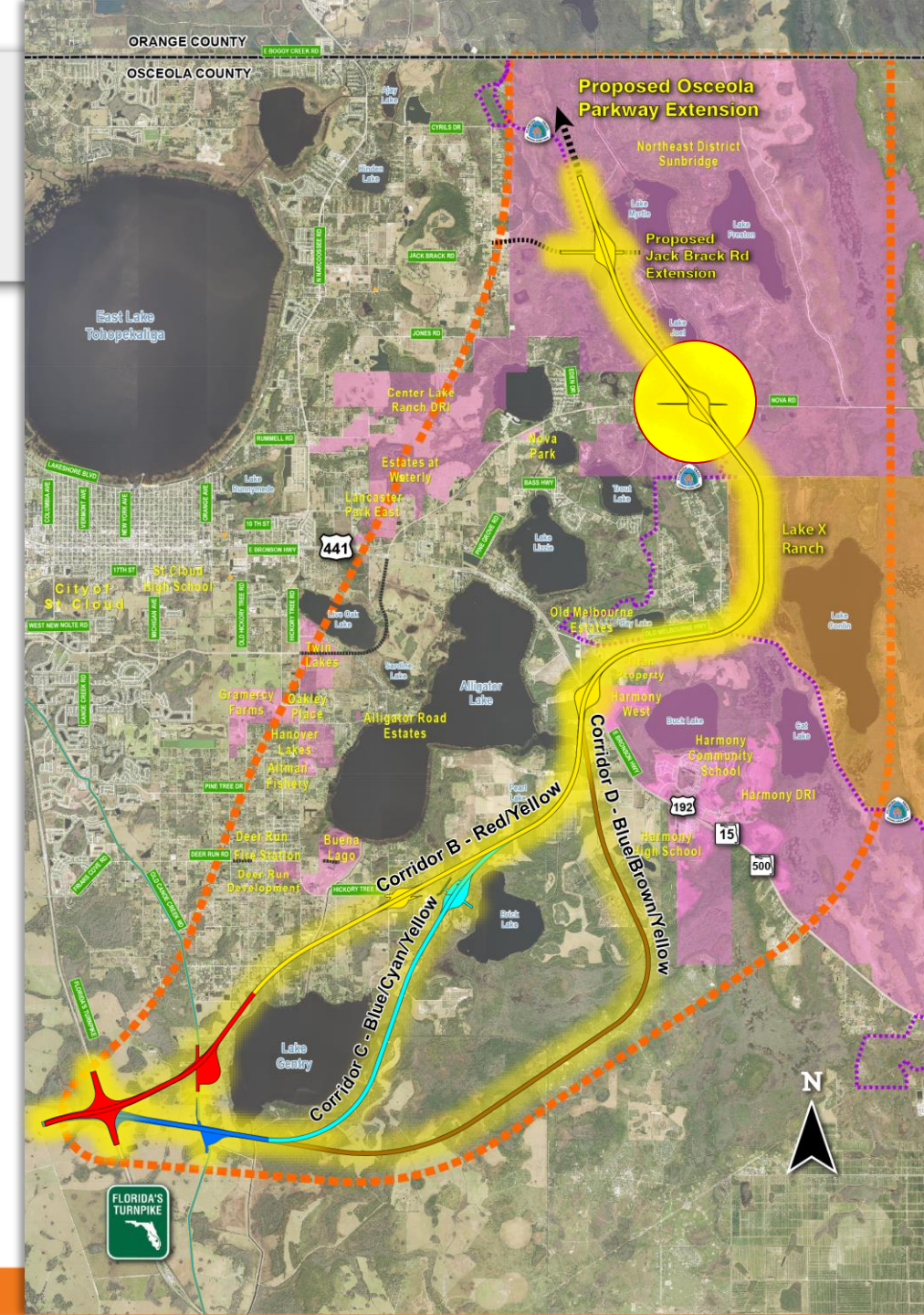
Corridor C – Blue/Cyan/Yellow

Corridor D – Blue/Brown/Yellow

Central Corridors

Impacts Summary

Wetlands:	209 to 322	Acres
Conservation Areas:	92	Acres
Right-of-Way:	1,447 to 1,707	Acres
Existing Res.:	9-55	Parcels
Proposed Res.:	19	Parcels
Est. 2045 Traffic:	13,700 to 16,900	Vehicles
Est. Project Cost:	\$1.25 - \$1.33	Billion

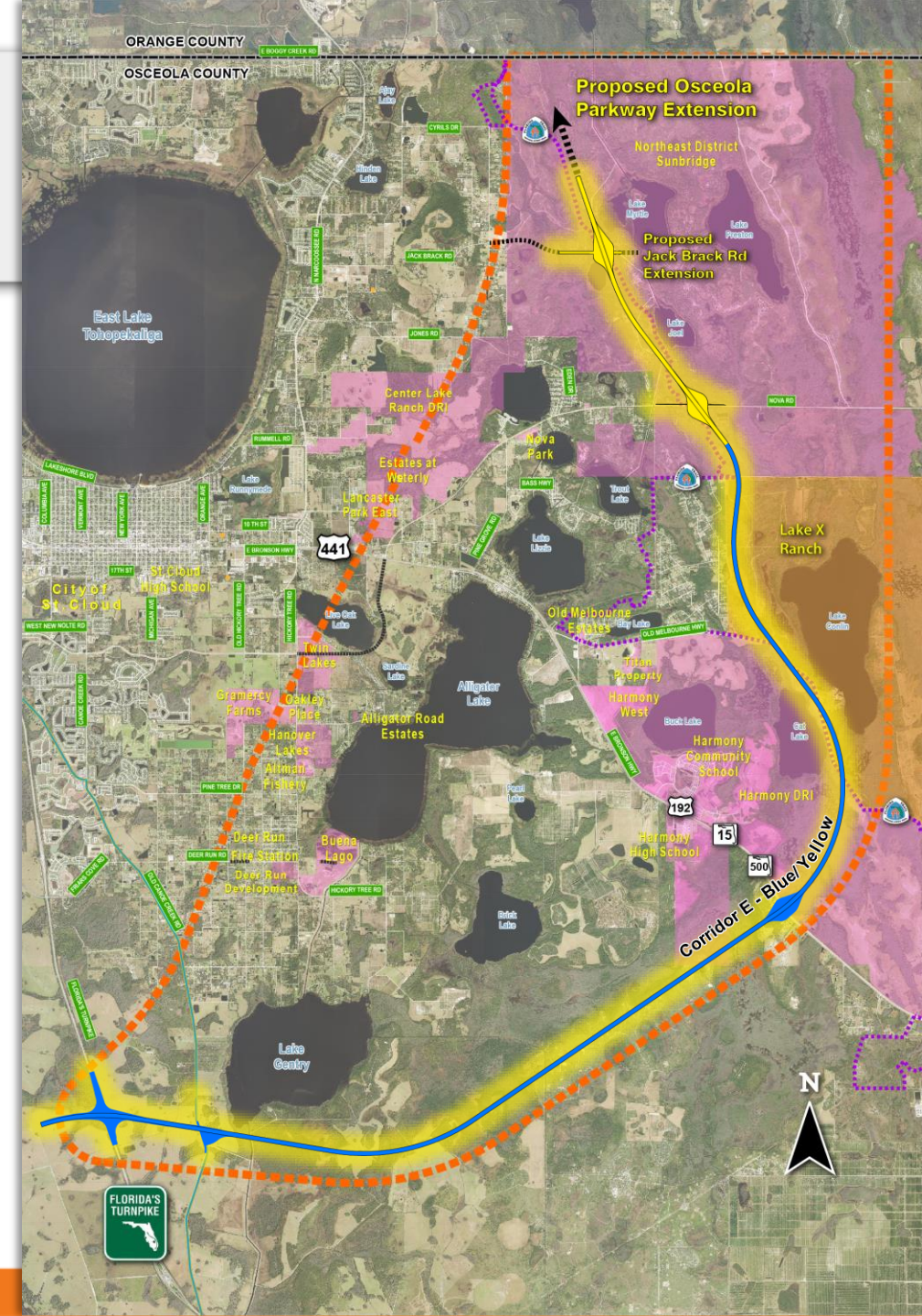


Northeast Connector Expressway

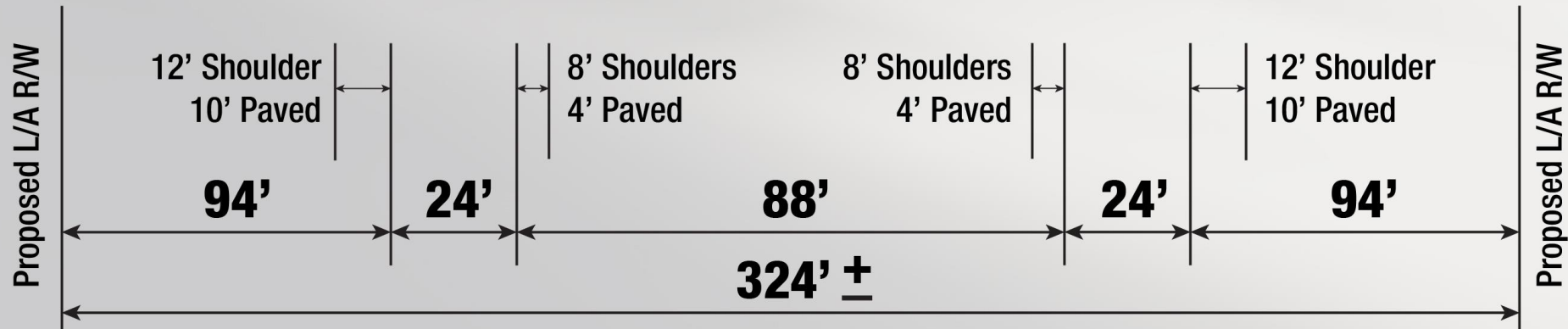
Corridor E – Blue/Yellow Eastern Corridor

Impacts Summary

Wetlands:	355	Acres
Conservation Areas:	150	Acres
Right-of-Way:	1,758	Acres
Existing Res.:	3	Parcels
Proposed Res.:	0	Parcels
Est. 2045 Traffic:	13,900	Vehicles
Est. Project Cost:	\$1.41	Billion



Propose Typical Section



Northeast Connector Expressway Viability of Alternatives

Expressway Alternative	Total Project Costs (\$ Millions)	30-Year Projected Revenue (\$ Millions)	Viability Range (highest revenue)
Florida's Turnpike to Osceola Parkway Extension	\$1,200 to \$1,410	\$57 to \$212	15% to 18%

Recommended Motion

Approval of the findings for the Concept, Feasibility and Mobility Study of the Northeast Connector Expressway.

F. 6.



Concept, Feasibility, and Mobility Study of the Osceola Parkway Extension

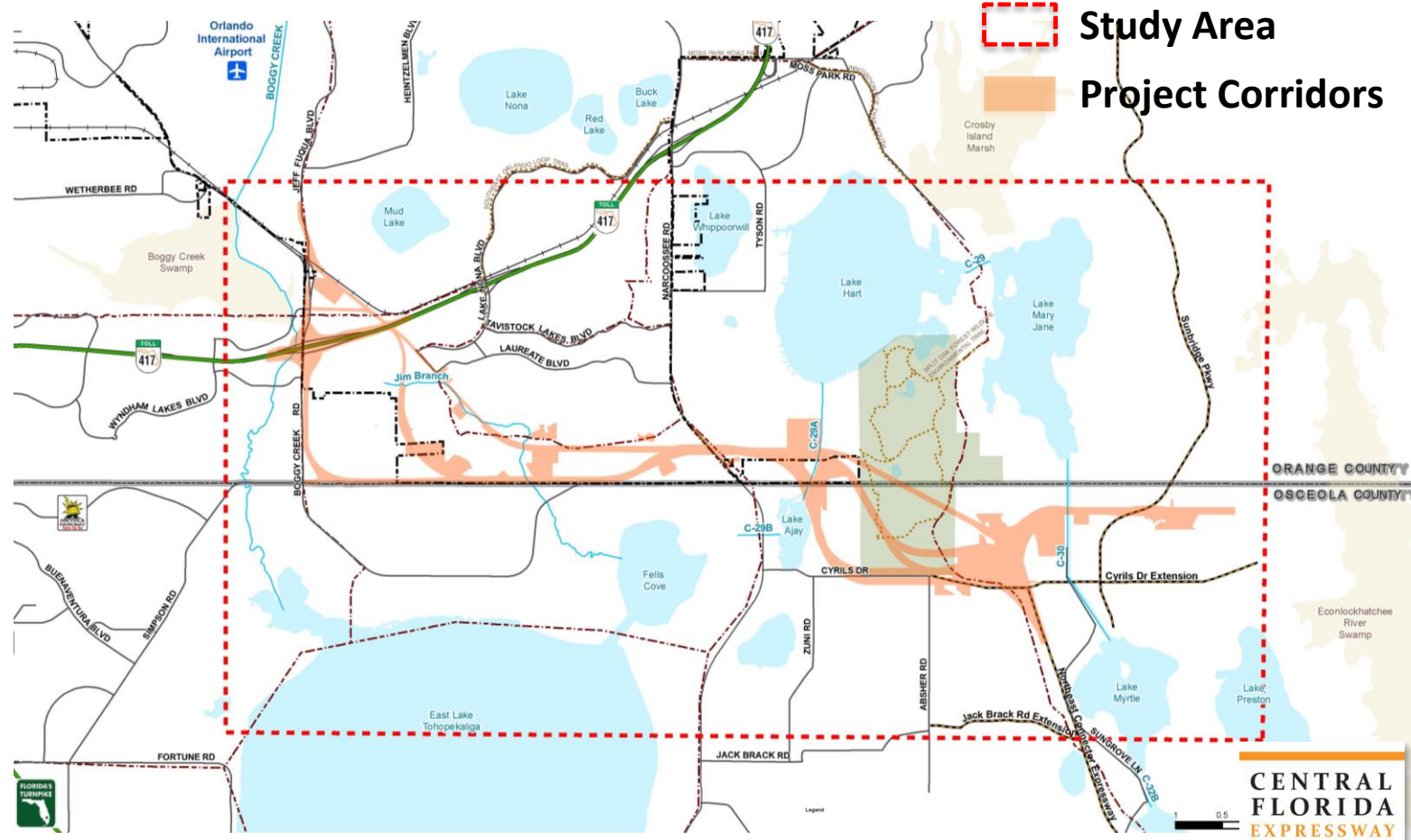
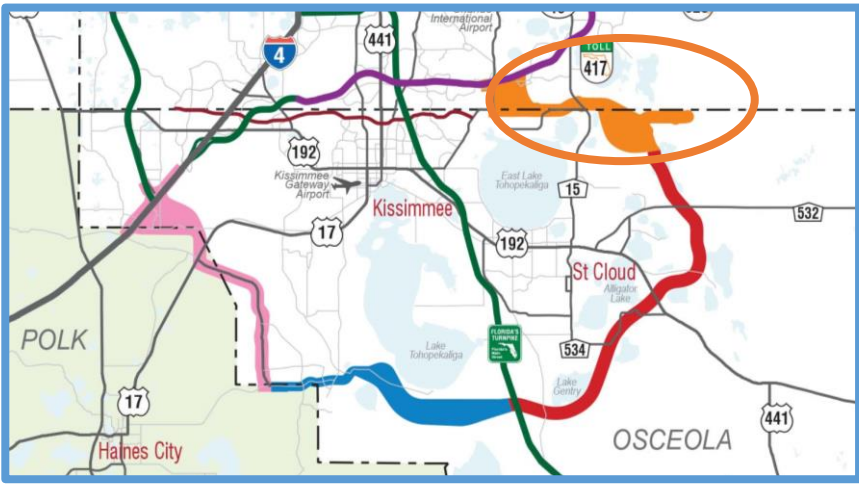
Glenn Pressimone, Director of Engineering and Matt Lamb, CH2M Hill, Inc.

— March 8, 2018 —

Osceola Parkway Extension

Alternative Corridor Alignments

Orange & Osceola Counties

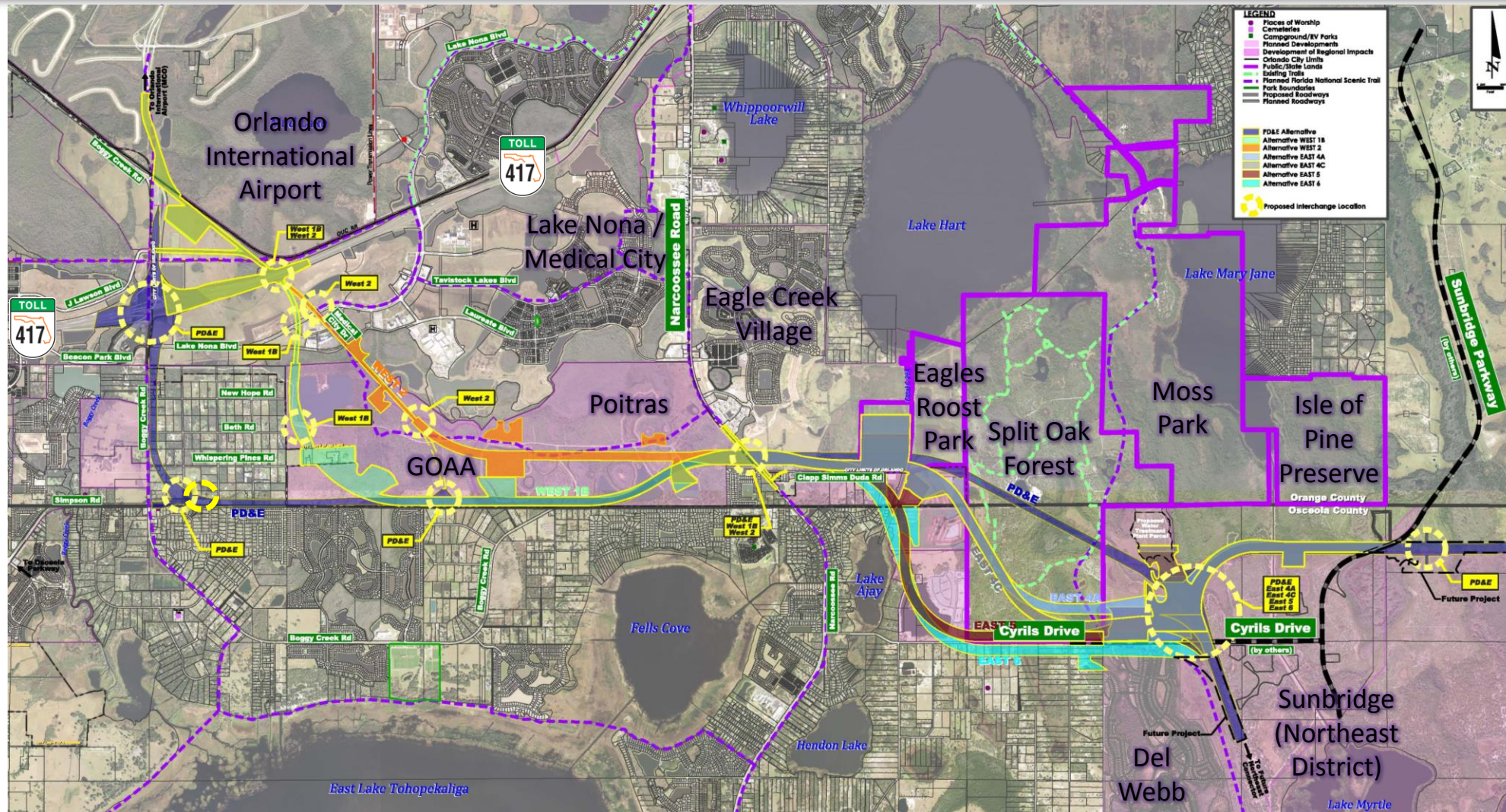


Osceola Parkway Extension

Purpose and Need

1. Respond to ongoing and planned growth in southeast Orange County and northeast Osceola County, specifically the Northeast District, Innovation Way Overlay and Narcoossee Community
2. Provide regional connectivity consistent with recommendations of the East Central Florida Corridor Task Force Final Report
3. Improve roadway connections to SR 417
4. Provide for the incorporation of future transit options

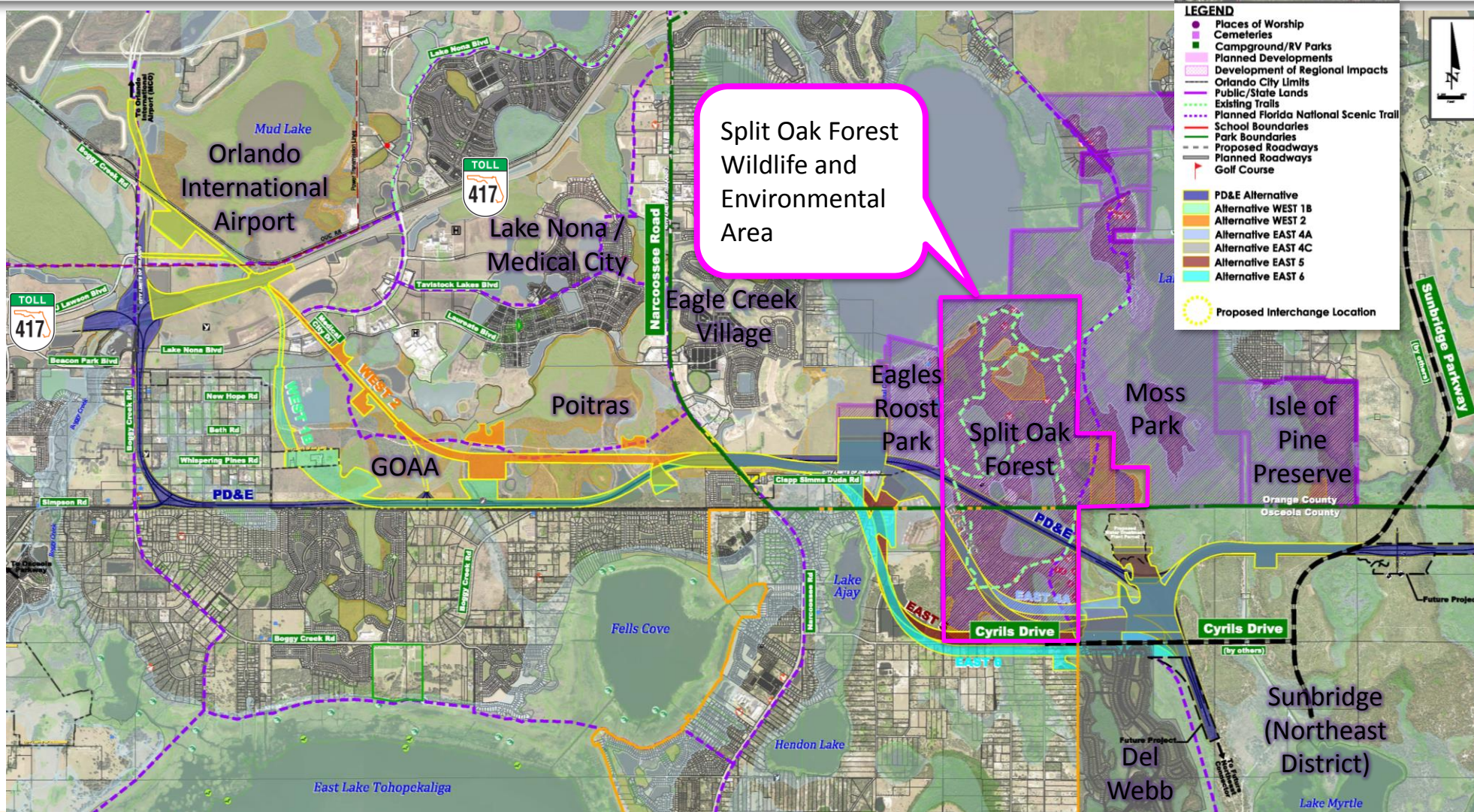
Osceola Parkway Extension Current Alternatives



LEGEND

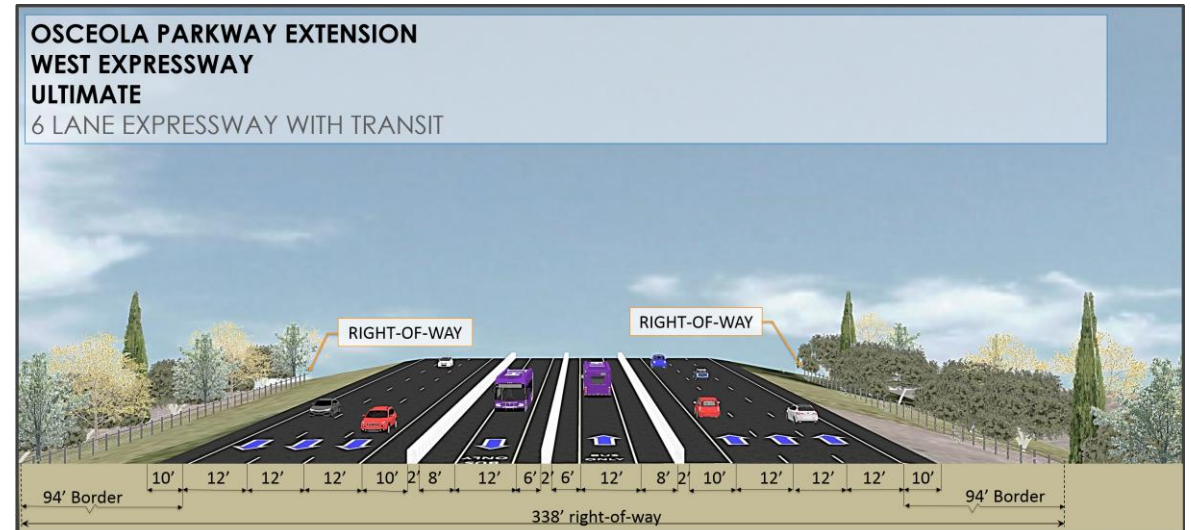
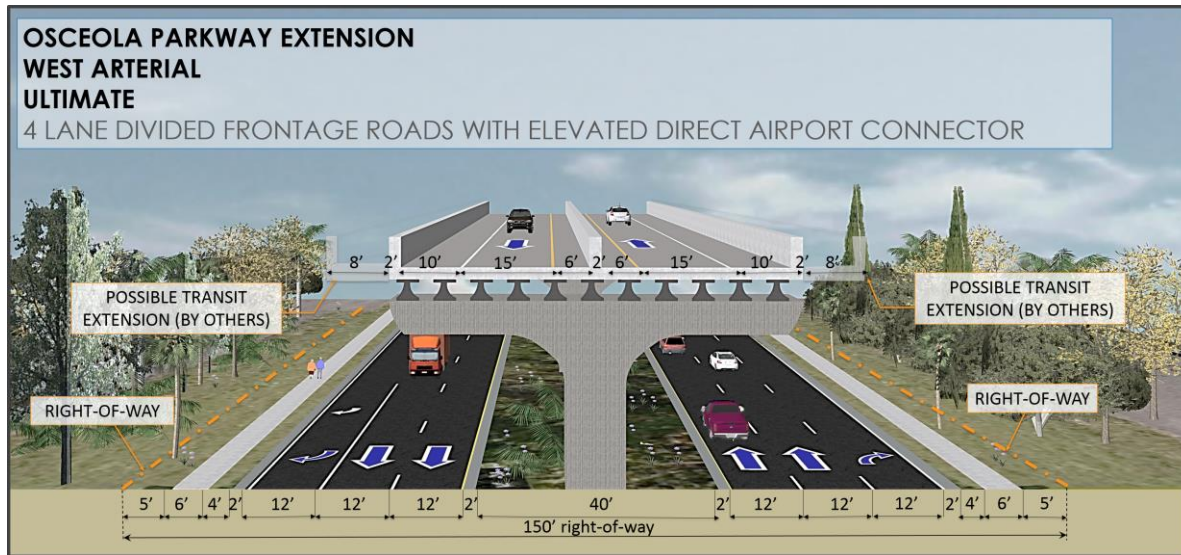
- Places of Worship
- Cemeteries
- Campground/EV Parks
- Planned Developments
- Development of Regional Impacts
- Orlando City Limits
- Public State Lands
- Existing Trails
- Planned Florida National Scenic Trail
- Park Boundaries
- Proposed Roadways
- Planned Roadways
- Proposed Interchange Location

Osceola Parkway Extension Major Environmental Constraints



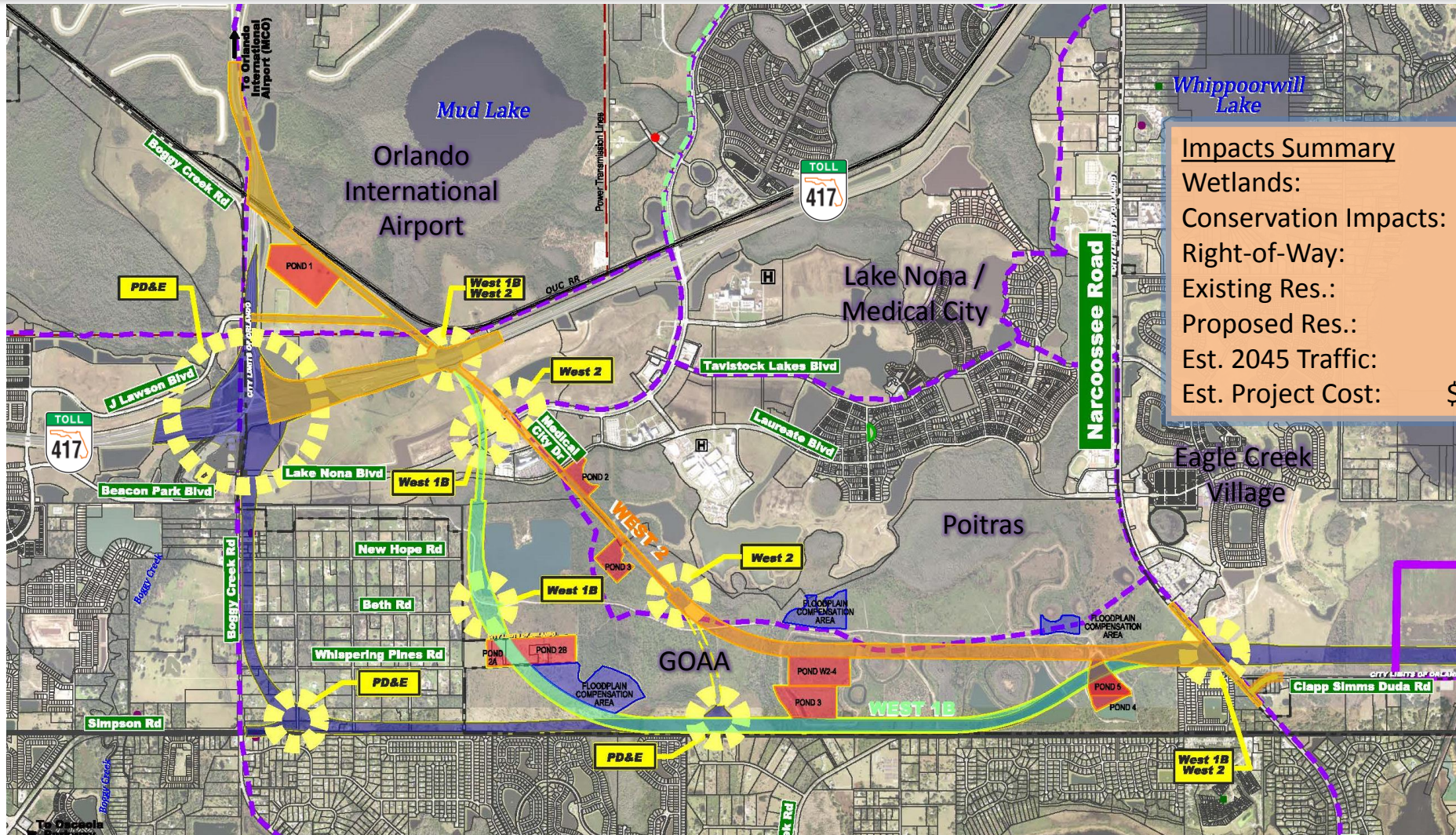
Osceola Parkway Extension West Ultimate Typical Sections

Jeff Fuqua Boulevard to
Laureate Boulevard



Laureate Boulevard to
Narcoossee Road

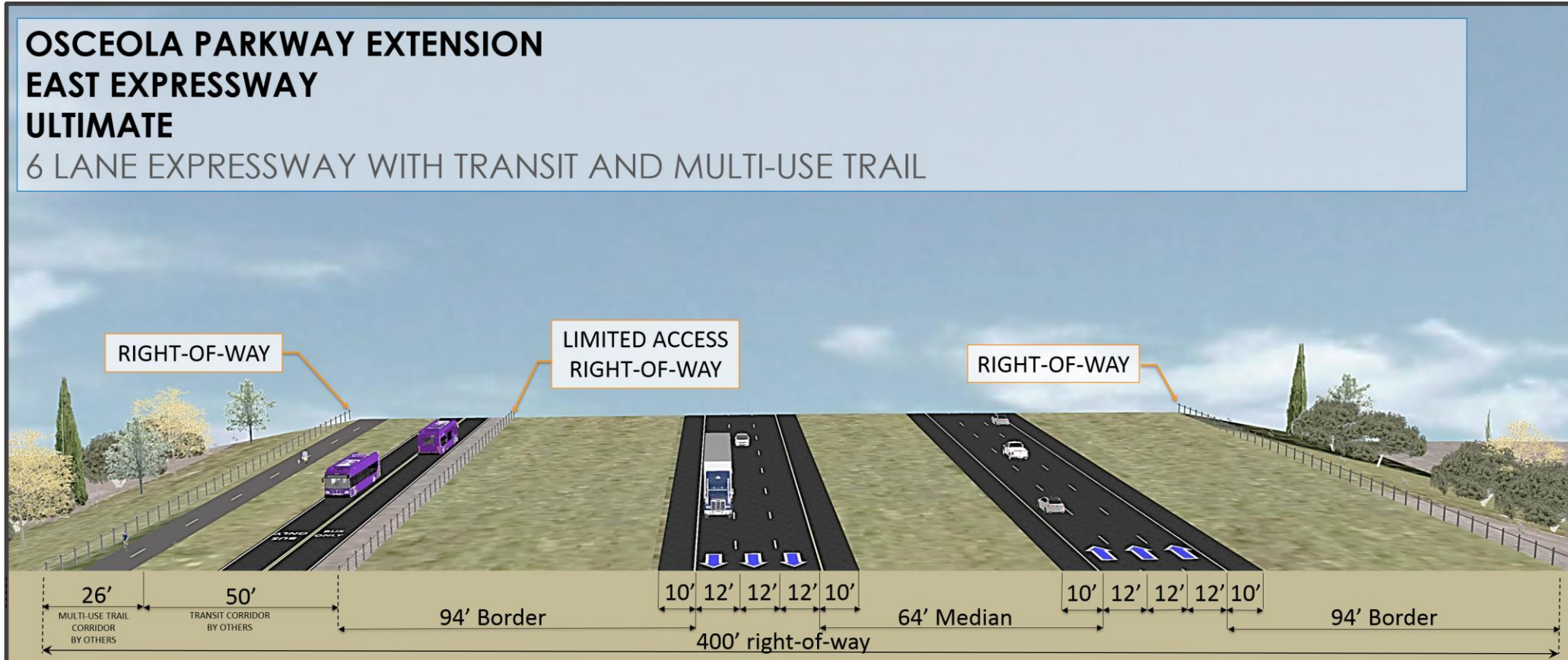
Osceola Parkway Extension Current West Alternatives



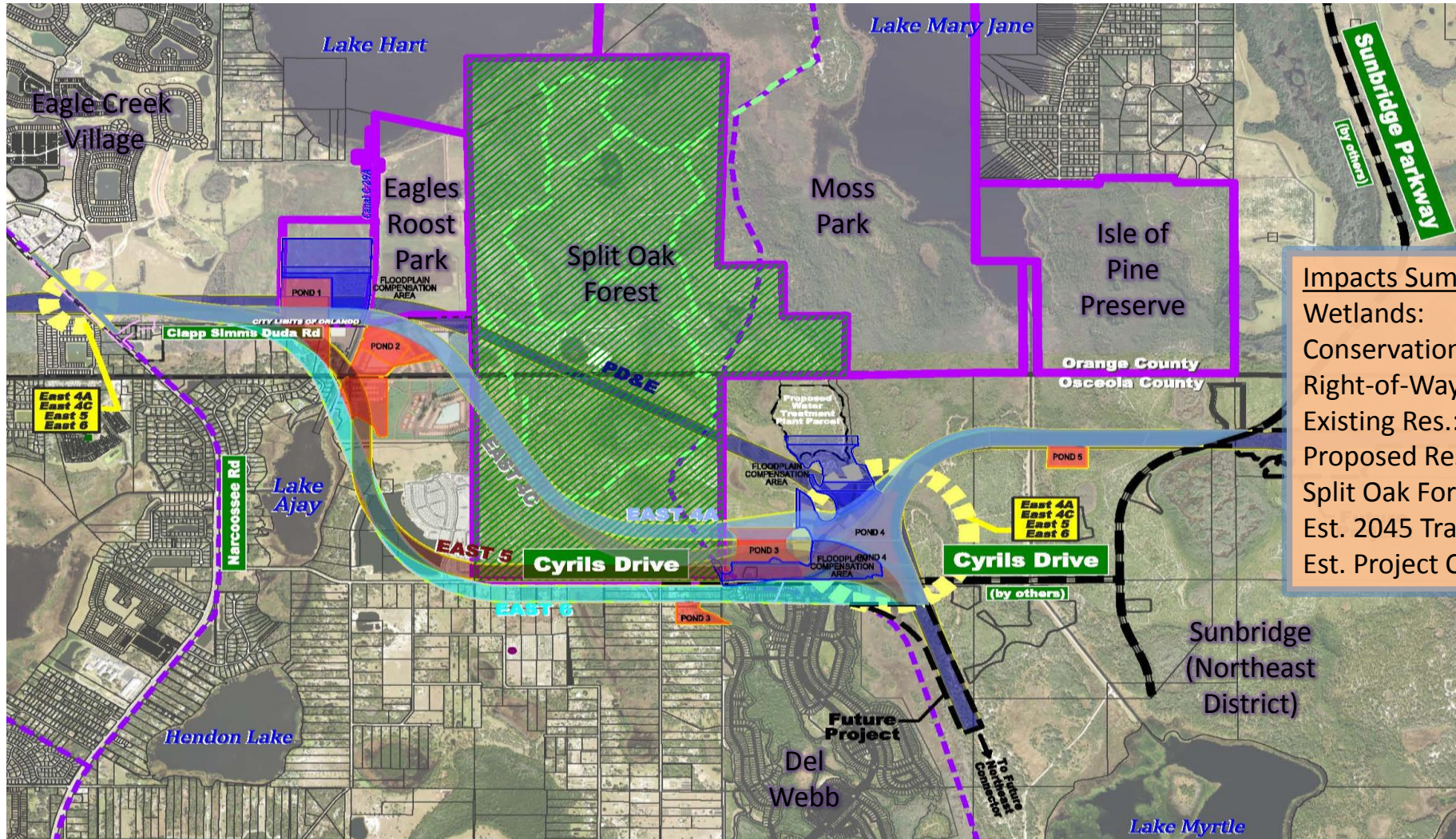
Impacts Summary

Wetlands:	61 to 93 Acres
Conservation Impacts:	351 to 353 Acres
Right-of-Way:	246 to 392 Acres
Existing Res.:	3 to 5 Parcels
Proposed Res.:	19 Parcels
Est. 2045 Traffic:	22,500 Vehicles
Est. Project Cost:	\$425 to \$478 Million

Osceola Parkway Extension East Expressway Ultimate Typical Section

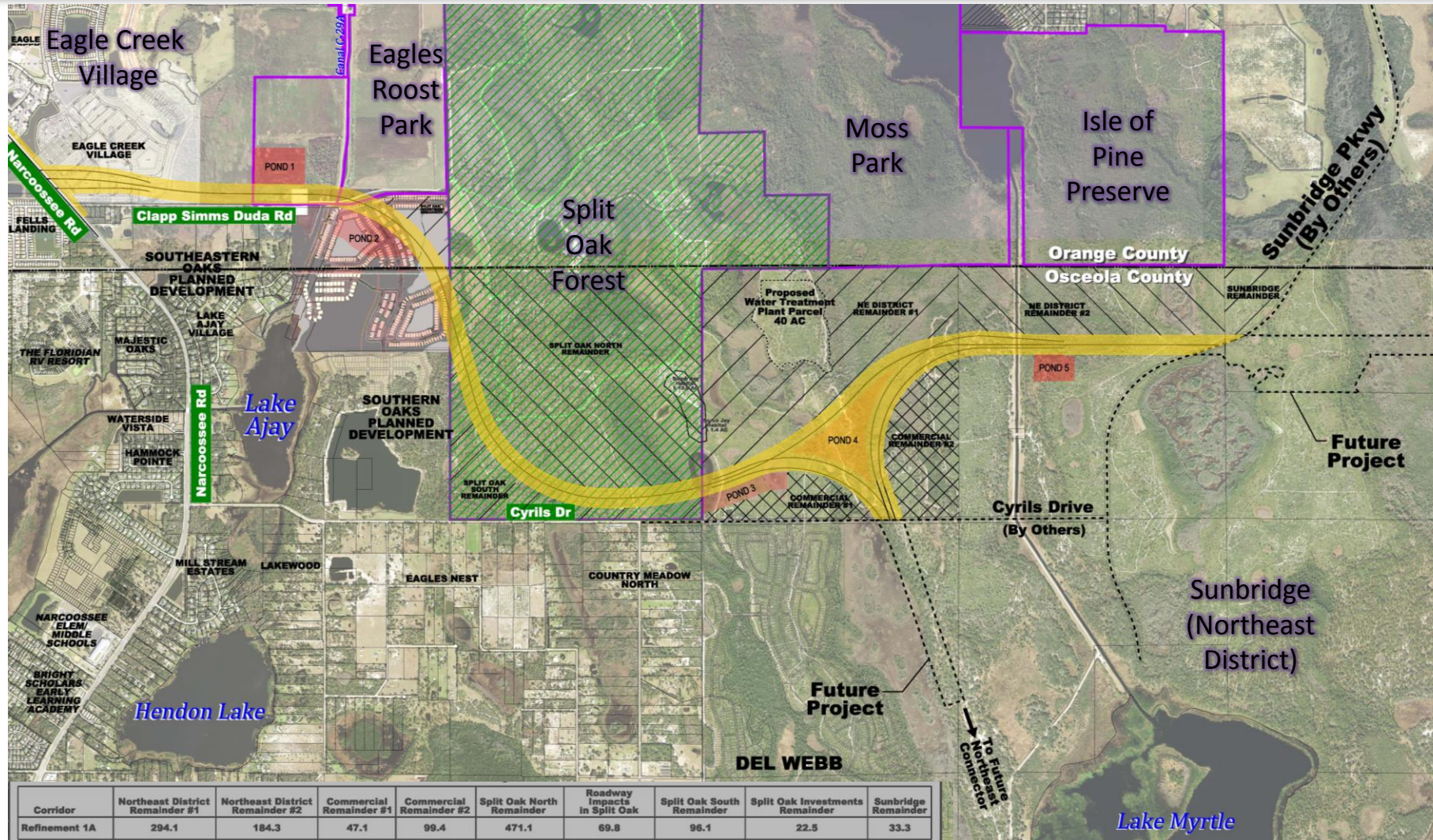


Osceola Parkway Extension Current East Alternatives



<u>Impacts Summary</u>	
Wetlands:	307 to 340 Acres
Conservation Impacts:	253 to 639 Acres
Right-of-Way:	500 to 541 Acres
Existing Res.:	1 to 26 Parcels
Proposed Res.:	344 to 401 Parcels
Split Oak Forest:	0 to 275 Acres
Est. 2045 Traffic:	38,900 Vehicles
Est. Project Cost:	\$990 to \$1,087 Million

Osceola Parkway Extension Split Oak Working Group Refinement 1A



Osceola Parkway Extension Viability of Alternatives

Expressway Alternative	Total Project Costs (\$ Millions)	30-Year Projected Revenue (\$ Millions)	Viability Range (highest revenue)
Jeff Fuqua Boulevard to Sunbridge Parkway	\$990 to \$1,087	\$144 to \$297	27% to 30%
Jeff Fuqua Boulevard to Narcoossee Road (Segment)	\$425 to \$478	\$98 to \$146	31% to 34%

Assumptions:

1. Reflects \$70 million escrow contribution from FDOT, AAF and FRI

Osceola Parkway Extension

Viability of Alternatives with Partnerships

Expressway Alternative	Total Project Costs (\$ Millions)	30-Year Projected Revenue (\$ Millions)	Viability Range (highest revenue)
Jeff Fuqua Boulevard to Sunbridge Parkway	\$580 to \$885	\$144 to \$297	34% to 51%
Jeff Fuqua Boulevard to Narcoossee Road (Segment)	\$328 to \$335	\$98 to \$146	44% to 45%

Assumptions:

1. Reflects \$70 million escrow contribution from FDOT, AAF and FRI
2. Reflects full dedication of project right-of-way to CFX from Tavistock and FRI
3. Reflects partial bridge construction through Split Oak Forest (except for PD&E alternative)

Recommended Motion

Approval of the findings for the Concept, Feasibility and Mobility Study of the Osceola Parkway Extension, and authorization for staff to initiate a Project Development & Environment (PD&E) Study.