

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RIGHT OF WAY COMMITTEE
April 22, 2020
2:00 p.m.

Virtual Meeting
Call (321) 430-0870
Input Conference ID: 139 339 792#

1. **CALL TO ORDER**

2. **PUBLIC COMMENT**

Pursuant to Executive Order 2020-69, issued by Governor Ron DeSantis, "local government bodies may utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes," in order to establish quorums. As such, procedures for all CFX public meetings have been temporarily modified to allow public meetings to occur remotely and reduce the spread of transmission of the COVID-19 virus. Any public comments to the Right of Way Committee were noticed and requested to be emailed to ROWComments@cfxway.com and were to be received by 4 p.m. on April 21, 2020 to be included as part of the record.

Such comments were to be limited to any such items that are either identified on this meeting agenda as requiring action or anticipated to come before the Committee for action in reasonable future. Public comments will be read into the record except that if the comments exceeded 3 minutes in length, when read, they will only be attached as part of the minutes. In any case, all comments received were to be distributed electronically to all members in advance of the meeting date.

3. **APPROVAL OF MINUTES**

Requesting approval of the January 22, 2020 minutes.
Action Item.

4. **VIRTUAL INTRODUCTION OF NEW ASSOCIATE GENERAL COUNSEL**

–Diego "Woody" Rodriguez, General Counsel, CFX

5. **BOGGY CREEK ROAD: JURISDICTIONAL TRANSFER
BETWEEN ORANGE COUNTY AND CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

PROJECT: 417-454, Orange County to CFX Parcels: 401 AND 400

CFX to Orange County PARCELS: 501A AND 501B

–Laura N. Kelly, Associate General Counsel, CFX

Requesting the Committee's recommendation for Board approval of a Jurisdictional Transfer.
WITHDRAWN

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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6. **414 and 441 Interchange TRAIL: JURISDICTIONAL TRANSFER BETWEEN ORANGE COUNTY AND CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
PROJECT: 411-211, PARCELS: 375 A, PART 3 and 375 C
– *Laura N. Kelly, Associate General Counsel, CFX*

Requesting the Committee's recommendation for Board approval of a Jurisdictional Transfer.
Action Item.

7. **PUMP LIFT STATION 3465: JURISDICTIONAL TRANSFER BETWEEN ORANGE COUNTY AND CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
PROJECT: 414-211, PARCEL 408 PART H
– *Laura N. Kelly, Associate General Counsel, CFX*

Requesting the Committee's recommendation for Board approval of a Jurisdictional Transfer.
Action Item.

8. **OTHER BUSINESS**

9. **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 ext. 5316 or by email at iranetta.dennis@CFXway.com at least three business days prior to the event.

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY Right of Way Committee Meeting January 22, 2020

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

Committee Members Present:

Christopher Murvin, Citizen Representative, Committee Chairman
Neil Newton, Seminole County, Alternative Representative
Laurie Botts, City of Orlando Representative
Bob Babcock, Orange County Alternative Representative
Todd Hudson, Osceola County Representative
Brian Sheahan, Lake County Representative

Committee Members Not Present:

John Denninghoff, Brevard County Representative

CFX Staff Present at Dais:

Will Hawthorne, Director of Engineering
Diego "Woody" Rodriguez, General Counsel
Mala Iley, Recording Secretary

Item 1: CALL TO ORDER

The meeting was called to order at 2:03 p.m. by Chairman Christopher Murvin.

Item 2: PUBLIC COMMENT

There were no public comments.

Item 3: APPROVAL OF MINUTES

A motion was made by Ms. Botts and seconded by Mr. Hudson to approve the November 20, 2019 Right of Way Committee meeting minutes as presented.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

Item 4: AAF-CARGO ROAD/NARCOOSSEE DRAINAGE: REINSTATEMENT OF THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT
PROJECT: 429-205, PARCELS: 802B, 805 and 806, EASEMENT HOLDER: GOAA

CFX General Counsel is requesting the Committee's recommendation for Board's approval for the Reinstatement and Third Amendment to Purchase and Sale Agreement. General Counsel, Woody Rodriguez provided a brief history on the agreement.

Will Hawthorne, Director of Engineering was present to answer any questions the committee may have with the maps. Mr. Hawthorne provided detailed information regarding the easements and parcels on the maps to the Committee.

Mr. Rodriguez advised the Committee of the new terms.

The Original Agreement had a closing date of October 1, 2019. Virgin Train proposed an Alternate Technical Concept to GOAA that, if approved, would eliminate need for the Cargo Road Ramp Property and, as a result, CFX's need for a drainage easement in Easement Parcel 801. The parties have now negotiated new terms as part of a Third Amendment. There will be two separate closings with the first closing to take place by March 1, 2020, and a second closing in which GOAA and City will grant the easement in the "New Easement Parcels" to CFX. The second closing will occur by December 31, 2020, with Virgin Trains agreeing to fund the various transactions.

The requirement to sell the Cargo Road Ramp Property is tentative and would only be triggered if the FAA rejects the proposed alignment. All parties, including GOAA, are recommending the Alternative Technical Concept as the preferred alignment.

Mr. Murvin asked who would be financially responsible for costs. Mr. Rodriguez said Virgin Trains is accountable for this transaction.

Ms. Botts provided the Committee with a brief explanation on land issues between the City and GOAA.

Discussion ensued.

A motion was made by Mr. Hudson and seconded by Mr. Babcock to recommend the approval to the Board of the Reinstatement and Third Amendment to the Purchase and Sale Agreement and contingent upon other conditions as described in the Agreement.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

**Item 5: PARTIAL RELEASE AND AMENDMENT OF INDENTURE (AT&T)
PROJECT: 528-1240, LOCATION: ADJACENT TO 528**

CFX General Counsel is requesting the Committee's recommendation for Board's approval of the Partial Release and Amendment of Indenture.

Item 5 and Item 6 are intertwined with Virgin Trains.

AT&T has a two-part request a Partial Release and an Amendment to the Indenture. The original indenture was recorded in 1979 and will not be released until the new one has been constructed. Staff agrees that the removal or relocation of the old lines would cause significant disruption.

This will be an entire relocation for AT&T.

The parties agreed to use the as-built plans to establish the definitive location of the easement. The agreement will also allow AT&T to continue providing services in the existing locations until the new services are finalized. CFX staff and CFX outside consultants will be working closely with AT&T.

AT&T's concern is continuity of service for their customers.

Cost related to these transactions will be assumed by Virgin Trains. CFX will not be receiving any compensation or consideration from the relocation.

Discussion ensued.

A motion was made by Ms. Botts and seconded by Mr. Newton to recommend to the approval of the Partial Release and Amendment of Indenture with AT&T.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

**Item 6: AGREEMENT TO AMEND THE INDENTURE (SPRINT)
PROJECT: 528-1240, LOCATION: ADJACENT TO 528**

General Counsel requested the Committee's recommendation for Board's approval of the Agreement to Amend the Indenture. This is also similar to the AT&T agreement.

Mr. Rodriguez advised the Committee there is updated agreement on the dais that was provided to him the day before.

The original indenture was recorded in 1984. Only a portion of Sprint's system is being relocated. By amending the Indenture, CFX gives Sprint a right of entry while locating some portions of the existing system.

Sprint and their contractors will be working closely with CFX staff and CFX outside consultants to verify the location of the lines.

Sprint's primary concern is continuity of service for their customers.

CFX is indemnified in these transactions. Cost related to these transactions will be assumed by Virgin Trains including any liability.

Discussed ensued.

A motion was made by Mr. Babcock and seconded by Mr. Hudson to recommend to the Board approval of the Agreement to Amend the Indenture with Sprint.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

**Items 7: APPROVAL OF SETTLEMENT AGREEMENT FOR EXPERT FEES AND COSTS OF JURIS
CORP. AND SUPPLEMENTAL ATTORNEYS' FEES AND COSTS
PROJECT: 429-205, CASE NUMBER: 2013-CA-014398-O, PARCEL: 112 (PART A & B);712
OWNERS: CYNTHIA J. HENDERSON AND ROBERT S. HENDERSON**

General Counsel requested the Committee's recommendation for Board's approval of a Proposed Order on Expert Fees and Costs as to Juris Corporation.

Litigation regarding CFX and Cynthia and Robert Henderson are a result of the Wekiva Parkway project and has been ongoing for some time. The only remaining issue is the resolution of the amount of expert fees to be paid for one expert, Juris Corp., used by owner's counsel, Tom Callan.

General Counsel assumed negotiations, the latest offer presented to CFX was for \$89,000, all-inclusive which consisted of \$47,000 for Juris' invoices and over \$42,000 in supplemental attorney's fees. After further negotiations, parties reached a tentative agreement of \$56,000 inclusive of all supplemental fees and costs. General Counsel who also consulted with former counsel, Linda Brehmer Lanosa, and the amount is determined to be a good settlement to resolve this matter in its entirety.

Discussion ensued.

A motion was made by Mr. Newton and seconded by Mr. Hudson to recommend to the Board approval of the Subordination of Drainage Easement Agreement for Project 429-205.

Vote: The motion carried unanimously with six (6) members present and voting AYE by voice vote.

Item 8: OTHER BUSINESS

Mr. Murvin advised the Committee that next Right of Way Committee Meeting would be Wednesday, February 26, 2020 at 2:00 p.m.

Item 9: ADJOURNMENT

Chairman Murvin adjourned the meeting at approximately 2:43 p.m.

Minutes approved on _____.

Pursuant to the Florida Public Records Law and Central Florida Expressway Authority Records and Information Management Program Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Custodian of Public Records at (407) 690-5326, publicrecords@CFXWay.com or 4974 ORL Tower Road, Orlando, Florida 32807.

DRAFT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right-of-Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel

DATE: April 17, 2020

RE: Jurisdictional Transfer from the Central Florida Expressway Authority (“CFX”) to Orange County, Florida (“County”) pertaining to State Road 414 Project No. 414-211, Parcels 375A, Part 3 and 375C

BACKGROUND

In order to facilitate the construction of the Maitland Boulevard Extension-U.S 441 Interchange Project (“Project”), the Orlando/Orange County Expressway Authority (now “CFX”) acquired from CSX Transportation, Inc. (“CSX”) certain real property through an uncontested eminent domain proceeding resulting in a Stipulated Order of Taking and Stipulated Final Judgement entered June 1, 2007 and an Amended Stipulated Order of Taking and Stipulated Final Judgement entered August 9, 2007. The acquisitions included a portion of the rail corridor comprising approximately 3.48 acres otherwise identified to as Parcels 375A, Part 3 and 375C, Orange County Parcel No. 30-21-29-0000-00-123 (collectively referred to here in this memo as the “Trail Parcel”). The Trail Parcel is more particularly depicted on the map and aerial photograph which is attached hereto as **Exhibit “A”**. The original overall acquisition from CSX consisted of over a mile of abandoned railroad corridor, 9.3 acres of land abutting the trail corridor and various air rights and easement interests, which were acquired for a total purchase price of approximately \$3,399,575 plus appraisal costs.

Pursuant to the terms of the Utility Adjustment Agreement dated September 11, 2007 entered into between CFX and the County (“Utility Agreement”), a copy of which is attached hereto as **Exhibit “B,”** CFX acquired the Parcel from CSX in order to relocate the existing bike path and County utilities outside of the planned CFX right-of-way and within the Parcel. The relocation of the utilities and bike path was necessary for CFX to proceed with the construction of the Project. The Utility Agreement contemplated that the Parcel will be available for use by the County at the conclusion of the utilities relocation and construction serving the Project. Further, as part of the acquisition of the Trail Parcel from CSX, CSX required CFX to record a Declaration of Restrictive Covenants dated June 1, 2007 and recorded November 28, 2007 in Official Records Book 9516, Page 4989, Public Records of Orange County, Florida, further restricting and limiting the use of the Trail Parcel, a copy of which is attached hereto as **Exhibit “C”**.

Pursuant to CFX's Property Acquisition, Disposition & Permitting Procedures Manual ("Policy"), CFX staff and CFX's General Engineering Consultant have examined the Trail Parcel and have determined that the Trail Parcel is not needed to support existing Expressway Facilities.

Accordingly, CFX's General Engineering Consultant has certified that the Trail Parcel is not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes and that the disposition of the Trail Parcel would not impede or restrict the Expressway System. As a result, the Trail Parcel can be declared surplus property in accordance with the terms of the Policy.

Based on the County's intended use of the Trail Parcel as a recreational trail consistent with the terms of the Utility Agreement, it is recommended that the Right of Way Committee recommend that the conveyance of the Trail Parcel is in the best interests of CFX and the public and as such, it is recommended that the Trail Parcel be disposed of pursuant to the proposed Quit Claim Deed attached hereto as **Exhibit "D,"** which specifically incorporates a deed restriction and right of reverter requiring the Trail Parcel be utilized only for pedestrian and recreational purposes by the public.

REQUEST

A recommendation by the Right-of-Way Committee for CFX Board's approval of the Resolution Declaring CFX's Interest in Parcels 375A, Part 3 and 375C as Surplus Property and CFX's Board's approval of the Quit Claim Deed from CFX to the County in a form substantially similar to the attached Quit Claim Deed, subject to the approval of the legal descriptions by CFX's General Engineering Consultant and General Counsel or designee.

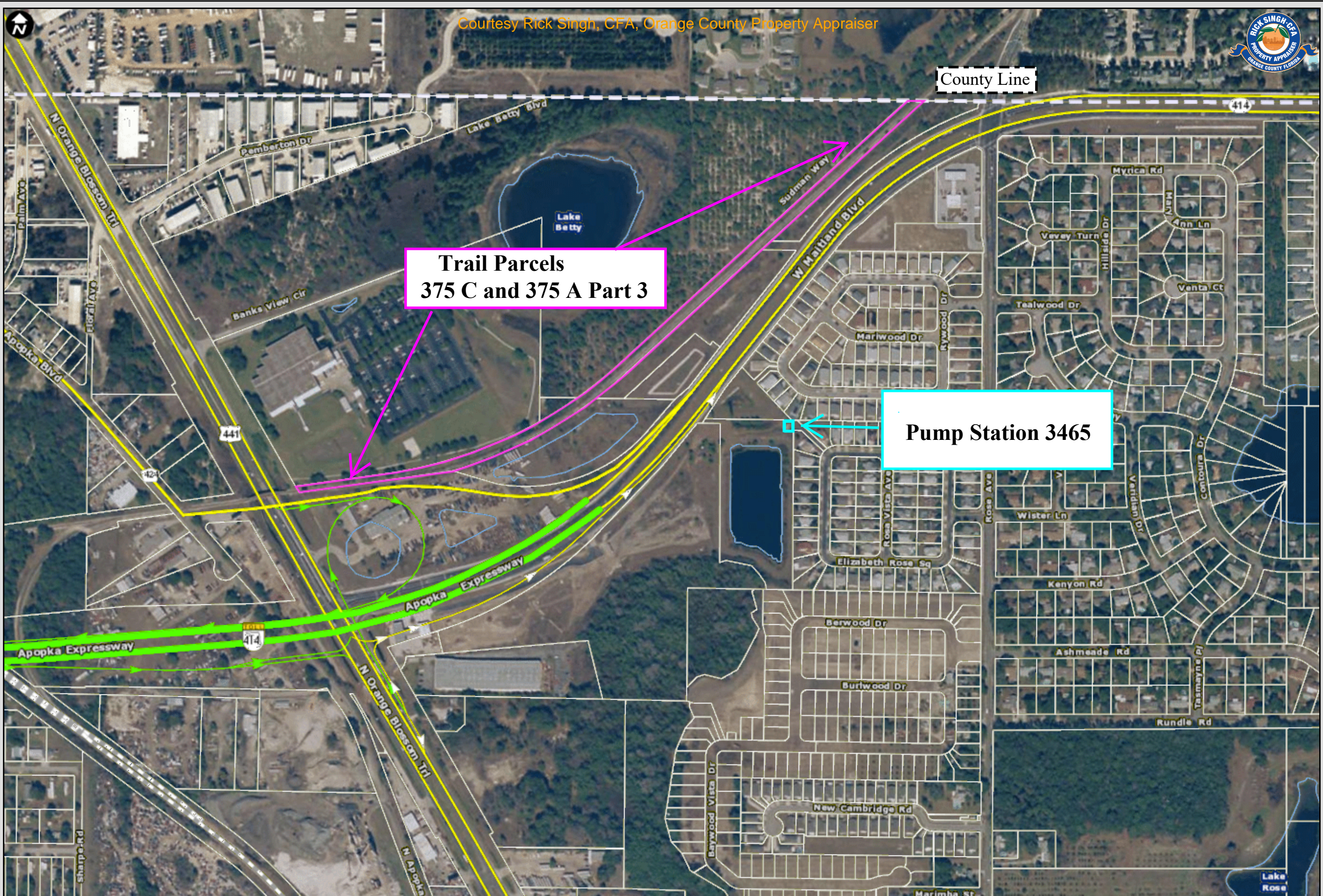
ATTACHMENTS

- A. Map and Aerial
- B. Utility Adjustment Agreement dated September 11, 2007 entered into between CFX and the County
- C. Declaration of Restrictive Covenants
- D. Quit Claim Deed
- E. Certificate from CFX's General Engineering Consultant
- F. Resolution Declaring Parcels 375A, Part 3 and 375C as Surplus Property and Authorizing the Conveyance of Parcels 375A, Part 3 and 375C to Orange County Pursuant to that Certain Quit Claim Deed

Courtesy Rick Singh, CFA, Orange County Property Appraiser



- Florida Turnpike
- Interstate 4
- Toll Road
- Major Roads
- Public Roads
- Gated Roads
- Road Under Construction
- Proposed Road
- US Road 441
- State Road 436
- County Road 551
- Toll Ramp
- Interstate Ramp
- One Way
- Brick Road
- Rail Road
- Proposed SunRail
- Block Line
- Lot Line
- Residential
- Agriculture
- Commercial/Institutional
- Governmental/Institutional/Misc
- Commercial/Industrial Vacant Land
- Hydro
- Waste Land
- Agricultural Curtilage
- County Boundary
- Parks
- Golf Course
- Lakes and Rivers
- Building
- Point of Interest
- Urgent Care Center
- Power Plant



Created: 2/10/2020 15:2 Aerial 2001

This map is for reference only and is not a survey




Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

August 23, 2007

SEP 11 2007 JW/JN

TO: Richard T. Crotty, Orange County Mayor
and Board of County Commissioners

FROM: Michael L. Chandler, Director 
Utilities Department

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
September 11, 2007 BCC Meeting
Utility Adjustment Agreement with the OOCEA for Utility Work
Associated with the Road Construction of the Extension of
S.R. 414 also known as John Land Apopka Expressway,
(formerly known as Maitland Boulevard Extension) from Rose
Avenue to east of Hiawassee Road.
Contact Person: Andres Salcedo, P. E., Chief Engineer
Utilities Engineering Division
407/254-9719**

The Orlando-Orange County Expressway Authority (OOCEA) is extending S.R. 414 from Rose Avenue to east of Hiawassee Road, also known as the John Land Apopka Expressway (formerly known as Maitland Boulevard Extension). Florida Statutes require the Utility/Agency Owner to remove all the utilities that are in conflict with the road improvements. To maximize efficiency and coordination, we have elected to allow OOCEA to retain a contractor to do all utility adjustment work within the project limits on the County's behalf. The OOCEA will pay for the costs of relocations of existing County facilities within the County's right-of-way and the County will reimburse the OOCEA for the utility relocations and improvements as described in the agreement summarized below.

Utility Adjustment Agreement: This agreement authorizes the OOCEA to contract for the necessary water and wastewater utility improvements and the relocations of existing County facilities as part of the highway construction project. The utility improvements consist of constructing approximately 5,500 feet of 12-inch and 16-inch water main, 1,800 feet of 4-inch, and 16-inch force main, and 700 feet of 8-inch gravity sewer main. The estimated construction cost of utility improvements to be paid by Orange County under this agreement is \$905,566.20 and includes the OOCEA administration fee of 2% and 10% contingency.

Orange County Attorney's Office staff has reviewed the document and finds it acceptable as to form. Orange County staff recommends approval.

Action Requested: Approval of the Utility Adjustment Agreement between Orange County, Florida and the Orlando-Orange County Expressway Authority for extension of State Road 414 from Rose Avenue to east of Hiawassee Road, also known as John Land Apopka Expressway (formerly known as Maitland Boulevard Extension).

District 2.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Stewart's office.

SEP 11 2007 JW/JN

UTILITY ADJUSTMENT AGREEMENT

THIS UTILITY ADJUSTMENT AGREEMENT ("Agreement") is made and entered into this 11th day of September, 2007, by and between **ORANGE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County"), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, and the **ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida, ("OOCEA"), whose address is 525 South Magnolia Avenue, Orlando, Florida 32801-4414 (sometimes collectively referred to herein as the "Parties" or individually as a "Party").

RECITALS:

WHEREAS, OOCEA has acquired or plans to acquire right of way and construct a portion of the John Land Apopka Expressway (formerly commonly referred to as the Maitland Boulevard Extension or Expressway Project) limited-access expressway project (the "Project") between the interchange of Maitland Boulevard and Rose Avenue on the east and the more northerly extension U.S. 441 in Apopka on the west. County is the owner and operator of certain water and sewer lines and of other subsurface improvements which are impacted by the Project. Construction of the Project shall require the relocation and construction of certain water and sewer lines and appurtenant facilities (the "Facilities") as more particularly described on those certain Construction Plans and Specifications for State Road 414 - Maitland Boulevard Extension Utility Relocation and Improvements Final Submittal dated December 2006, as prepared by Rockett & Associates, signed by R. Kent Veech, P.E., and approved by the Parties and attached hereto and incorporated herein by this reference as Exhibit "A" (the "Plans"). The Parties desire to formalize the terms and conditions whereby the Parties shall cooperate and coordinate relocation, construction and installation of the affected Facilities (the "Utilities Project") by the OOCEA, partially at OOCEA's expense and partially at County's expense, as set forth herein, to accommodate construction of the Project.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by OOCEA to County, 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, the Parties hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **The Utilities Project.**
 - a. Subject to terms and conditions of this Agreement, OOCEA and County shall construct and relocate certain Facilities that will lie partly or totally within or across the proposed Project right of way. To the extent that any Facilities are located in areas other than

portions of Property or rights of way owned by County, OOCEA shall provide an easement in favor of the County in substantially the form and content attached hereto as Exhibit "B" and incorporated herein by this reference (the "Easement Agreement"). The County shall cooperate in good faith, at no expense to the County, with OOCEA's efforts to acquire and convey said easement in accordance with the terms and conditions of this Agreement. To the extent that any Facilities are located in Property or rights of way owned by State of Florida Department of Transportation ("FDOT"), County shall acquire from FDOT a utilization permit in favor of the County in substantially the form and content attached hereto as Exhibit "C" and incorporated herein by this reference (the "FDOT Permit"). The Utilities Project, as described herein below, will address and accommodate five primary utility line issues:

(1) **Relocation of the Overland Road Facilities.** County owns and operates a 12-inch water main line and appurtenant facilities (the "Overland Road Facilities") located in County Right of Way at Overland Road, between stations 57+00 and 60+20. Construction of the Project shall require relocation of certain portions of the Facilities near Overland Road as generally depicted on Sheet 7 of Exhibit "A". Subject to the terms and conditions of this Agreement, OOCEA shall perform or cause to be performed the relocation of the Overland Road Facilities in accordance with the Plans at OOCEA's expense. Concurrently with the relocation of the Overland Road Facilities, OOCEA intends to convey to County an easement for relocation, construction, operation, use, maintenance, repair and replacement from time to time of the Overland Road Facilities in substantially the form and content attached hereto as Exhibit "B". The relocated 12-inch water main shall be available for use by County at the conclusion of the Utilities Project. The existing 12-inch water main shall remain in service until the new 12-inch water main is cleared by FDEP to place it in service.

(2) **Relocation of the Apopka Boulevard Facilities.** County owns and operates a 16-inch force main line and appurtenant facilities (the "Apopka Boulevard Facilities") located in County Right of Way at Apopka Boulevard, between stations 56+00 and 20+00. Construction of the Project shall require relocation of certain portions of the Apopka Boulevard Facilities within FDOT Right of Way as generally depicted on Sheets 8, 15, 18, 21 and 24 of Exhibit "A". Additionally, OOCEA shall construct a 4-inch force main within FDOT Right of Way as generally depicted on Sheets 21 and 24 of Exhibit "A". Subject to the terms and conditions of this Agreement, OOCEA shall perform or cause to be performed the relocation of the Apopka Boulevard Facilities in accordance with the Plans at OOCEA's expense. Upon the relocation of the Apopka Boulevard Facilities, County shall obtain a utilization permit for relocation, construction, operation, use, maintenance, repair and replacement from time to time of the Apopka Boulevard Facilities in substantially the form and content attached hereto as Exhibit "C". The relocated 16-inch force main shall be available for use by County at the conclusion of the Utilities Project. The existing 16-inch force main shall remain in service until the new 16-inch force main is cleared by FDEP to place it in service.

(3) **Construction of the Shared Use Path Facilities.** Construction of the Project shall require construction of a 12-inch water main line and appurtenant facilities (the "Shared Use Path Facilities") within FDOT Right of Way and within the railroad corridor, as generally depicted on Sheets 21, 26, 28, 30, 32, 34 and 36 of Exhibit "A". Said railroad corridor is located along the former railroad corridor east of S.R. 441 and continuing along Maitland

Boulevard to Rose Avenue, as generally depicted on Sheet 5 of Exhibit "A", which shall, upon completion of the Project, ultimately become County Right of Way. This railroad corridor is being acquired by OOCEA, in order to relocate the County bike path outside OOCEA Right of Way and to relocate the County Utilities within that corridor. Additionally, OOCEA shall remove a 12-inch water main between stations 407+60 of S.R. 414 and station 419+80 of S.R. 414 within FDOT Right of Way as generally depicted on Sheets 8, 9 and 10 Exhibit "A". Subject to the terms and conditions of this Agreement, OOCEA shall perform or cause to be performed the construction of the Shared Use Path Facilities and removal of the 12-inch water main in accordance with the Plans at County's expense. Upon the construction of the Shared Use Path Facilities, OOCEA shall convey to the County an easement or permit as appropriate for relocation, construction, operation, use, maintenance, repair and replacement from time to time of the Facilities in substantially the form and content attached hereto as Exhibit "B" or "D". The Shared Use Path Facilities shall be available for use by County at the conclusion of the Utilities Project.

(4) **Relocation of the U.S. 441 Facilities.** County owns and operates a 16-inch water main line and appurtenant facilities (the "U.S. 441 Facilities") located in FDOT Right of Way at U.S. 441, between stations 371+50 and 387+37. Construction of the Project shall require relocation of certain portions of the U.S. 441 Facilities within FDOT Right of Way, as generally depicted on Sheets 8, 15, 18 and 21 of Exhibit "A". Additionally, OOCEA shall remove a 12-inch abandoned water main within FDOT Right of Way as generally depicted on Sheets 8, 14, 15, 18, and 21 of Exhibit "A". Subject to the terms and conditions of this Agreement, OOCEA shall perform or cause to be performed the relocation of the U.S. 441 Facilities and removal of the 12-inch abandoned water main in accordance with the Plans at County's expense. Upon the relocation of the U.S. 441 Facilities, County shall obtain a utilization permit for relocation, construction, operation, use, maintenance, repair and replacement from time to time of the U.S. 441 Facilities in substantially the form and content attached hereto as Exhibit "C". The relocated 16-inch water main shall be available for use by County at the conclusion of the Utilities Project. The existing 16-inch water main shall remain in service until the new 16-inch water main is cleared by FDEP to place it in service.

(5) **Relocation of the Sanitary Sewer Facilities.** County owns and operates a 8-inch gravity sewer line and appurtenant facilities (the "Sanitary Sewer Facilities") located in FDOT Right of Way at Maitland Boulevard, as generally depicted on Sheets 9, 10 and 12 of Exhibit "A". Construction of the Project shall require relocation of certain portions of the Sanitary Sewer Facilities within OOCEA Right of Way, as generally depicted on Sheets 10 and 12 of Exhibit "A". Subject to the terms and conditions of this Agreement, OOCEA shall perform or cause to be performed the relocation of the Sanitary Sewer Facilities in accordance with the Plans at County's expense. Upon the relocation of the Sanitary Sewer Facilities, OOCEA shall convey to County a permit for relocation, construction, operation, use, maintenance, repair and replacement from time to time of the Sanitary Sewer Facilities in substantially the form and content attached hereto as Exhibit "D" and incorporated herein by this reference (the "OOCEA Utilization Permit"). The relocated 8-inch gravity sewer line shall be available for use by County at the conclusion of the Utilities Project. The existing 8-inch gravity sewer system shall remain in service until the new 8-inch sewer system is cleared by FDEP to place it in service.

b. The construction and Construction Engineering and Inspection ("CEI") work related to the Relocation of the Overland Road Facilities and the Apopka Boulevard Facilities as specified in the Plans shall be performed by OOCEA at OOCEA's expense ("OOCEA Work"). The construction and two percent (2%) of actual construction costs for CEI work related to the Construction of the Shared Use Path Facilities, the Relocation of the U.S. 441 Facilities, and the Relocation of the Sanitary Sewer Facilities as specified in the Plans shall be performed by OOCEA at County's expense ("County Work") at an amount not to exceed \$905,566.20 collectively without prior written approval of County. This amount constitutes the County's share of the bid plus a ten percent (10%) contingency. The items designated as OOCEA Work and County Work are more specifically set forth in that certain Bid Tabulation attached hereto and incorporated herein by this reference as Exhibit "E" (the "Bid Tabulation"). As indicated above, the OOCEA Work and County Work are sometimes collectively referred to herein as the Utilities Project.

c. The following shall also apply to the conduct of the Utilities Project:

(1) OOCEA shall perform the work for the Utilities Project in accordance with the Plans and County shall cooperate with the progression of the work pursuant to the work schedule in substantially the form and content attached hereto as Exhibit "F" and incorporated herein by this reference (the "Work Schedule").

(2) The County at the County's expense shall obtain all such permits and approvals necessary for the Utilities Project.

(3) The Parties shall cooperate in obtaining all applicable permits and approvals required for the Utilities Project.

(4) In the event that the Plans or Work Schedule are required to be revised in any way, the Parties shall cooperate in good faith to expedite the review and such necessary revisions to ensure that: (i) the location, construction and operation of the Facilities are harmonized with the Project plans and design and construction of the Project in accordance with all applicable laws; (ii) the Work Schedule is synchronized with the construction schedule for the Project; (iii) the construction of the Project and the Utilities Project are accomplished in an expedient and cost-effective manner so as to limit, to the extent reasonably practical, costs of land acquisition, design and construction and to minimize impacts to Project, the Facilities, and adjacent landowners.

(5) OOCEA has designated the CEI for the Project as the point of contact for County in all matters related to the Utilities Project and the Project, and County has appointed Manager, Utilities Engineering (or his/her designee) as the point of contact for OOCEA and its contractors in all matters related to the Utilities Project and the Project.

d. Bids were opened on March 8, 2007 and the contract was awarded to Hubbard Construction, the low bidder, pursuant to OOCEA's customary procurement procedures, policies and practices. The bid prices for the Utilities Project are reflected in Exhibit

"E". Without limiting anything contained herein, OOCEA's CEI consultant for the Project shall also provide CEI services for the Utilities Project, provided that the cost of such CEI services with respect to the County Work shall be paid by the County. The cost of said CEI services shall be two percent (2%) of the actual construction costs of the County Work. OOCEA and its designated CEI consultants and the selected contractors shall coordinate the construction of County related utility work with County staff and the County designated consultants.

e. OOCEA shall cause the contractor(s) to commence and diligently perform the Utilities Project to completion in accordance with the Plans, OOCEA standards, and the Work Schedule; provided, however, in the event that completion of the Utilities Project is delayed by events of force majeure (as defined below), the completion date shall be extended one day for each day of delay caused by such events. The Parties shall cooperate to harmonize such work and construction of the Facilities with the construction or proposed construction of the Project improvements. Neither the OOCEA, nor any employee, contractor nor agent thereof, shall cause any damage to the Property or any improvements thereon.

f. Following completion of the Utilities Project, County shall abandon the previous location of the Facilities not still required by County pursuant to this Agreement and installation, maintenance and repair of the Facilities and the County Work. For any easements to be released or abandoned by County, County shall utilize the Release of Easement or Partial Release of Easement form, as appropriate, set forth on Exhibits "G" and "H" of this Agreement. Without limiting the foregoing, County shall grant to OOCEA, and OOCEA shall grant to County, at no additional cost to either party, such temporary construction easements, easements and/or use permits as may be necessary for the Utilities Project or Project improvements, to allow for the safe and efficient operation, maintenance and use of the Facilities and Project.

g. Within thirty (30) days after the completion of the Utilities Project, OOCEA shall provide County with certifications from a project engineer duly licensed in the State of Florida that the installation and/or encasement of the Facilities has been completed in accordance with the Plans, and all applicable permits and laws.

h. As soon as possible after the completion of the County Utilities Project, OOCEA shall provide County with a detailed final statement of all costs and expenses incurred by OOCEA in connection with the engineering, construction, inspection, relocation and/or construction of the County Work (the "Cost Statement"), together with all supporting documentation of such costs and expenditures. The Cost Statement and supporting records provided by OOCEA shall be in auditable form in accordance with generally accepted accounting principles. Within sixty (60) days after receipt of the Cost Statement and supporting documentation, County shall reimburse OOCEA for all such costs and expenses actually incurred for such County Work (subject to any adjustment if County's audit shows that such cost statement exceeds costs actually incurred or such costs are not reimbursable under the terms of this Agreement and subject to the cap in paragraph 2.b. above). County shall make payment for the costs associated with the County Work by issuing a check made payable to the OOCEA, in the amount so expended by the OOCEA, all in accordance with the foregoing. Additionally, County shall make payment for the cost of the CEI services for the County Work in an amount equal to two percent (2%) of the actual construction costs of the County Work. The amount for

the County Work, including CEI services shall not exceed \$905,566.20 collectively without prior written approval of County.

i. The following insurance obligations shall be provided by OOCEA or its contractor. Any contractor undertaking the construction of the Facilities and the County Work shall secure and maintain a payment bond and a performance bond in accordance with state law and County policy. The performance bond for the Facilities and the County Work shall be in substantially the form of bond set forth on *Exhibit "I"* "Performance Bond" attached hereto and made a part of this Agreement. The County shall be listed as co-obligee on all bond forms. The County will be declared to be a third party beneficiary in any contract between OOCEA and any contractor performing any portion of construction or installation of the Facilities or the County Work. In addition to the foregoing, OOCEA agrees:

(1) Any contractor constructing the Facilities or undertaking the County Work shall maintain the following insurance coverages:

(a) Workers Compensation - the Contractor shall provide coverage for its employees with statutory limits for Workers' Compensation and not less than \$100,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.

(b) Commercial General Liability - the Contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$1,000,000 per occurrence, Combined Single Limit (CSL) or its equivalent. The General Aggregate Limit shall be twice the required occurrence limit.

(c) Business Automobile Liability - the Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000 per occurrence, Combined Single Limit (CSL) or its equivalent.

(d) Professional Liability - the Contractor shall provide coverage with limits not less than \$1,000,000 (deductible permitted not in excess of \$100,000), for claims arising out of the services performed by the Contractor or its sub-contractor(s) of every tier or person employed by them, in the performance of services under this agreement.

County shall not be responsible for damage to or loss of contractor's property or equipment while working on the County's Work or while equipment is stored on County property during this Agreement.

(2) The County shall be specifically included as an additional insured under said policies, and said insurance shall include a provision that cancellation of the coverage shall not be effective until thirty (30) days prior written notice is provided to the County. Renewals of certificates of insurance shall be produced by OOCEA as necessary during the Project until the OOCEA issues the bill of sale and the County accepts the Facilities and the

County Work. The Workers' Compensation policy shall include a waiver of subrogation in favor of OOCEA and the County.

(3) County reserves the right to request, and OOCEA shall produce within fifteen (15) days, proof of the existence of such insurance coverages and certificates verifying the amount and terms of such insurance coverages.

j. Upon completion and acceptance of the Facilities and County Work by the County, OOCEA shall have no responsibility for the maintenance, operations or repairs of the Facilities, unless due to damage caused by the negligence of OOCEA, its employees, contractors or agents. Neither the County, nor any employee, contractor nor agent thereof, shall cause any damage to improvements within the Project, or take any actions that would weaken, diminish or impair the lateral or subjacent support to the Project, or its appurtenant improvements. Without limiting the foregoing, the County shall be responsible for maintaining, at no cost to OOCEA, all permits, authorizations and approvals of applicable regulatory agencies necessary for continued operation, use, maintenance and repair of the Facilities.

3. **Default.** In the event either Party breaches any of the terms or 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 exercise any and all rights and remedies available to it at law and in equity, including without limitation, the right of specific performance.

4. **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:

OOCEA: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
525 South Magnolia Avenue
Orlando, Florida 32801-4414
Attn: Deputy Executive Director
Telephone: (407) 318-3600
Telecopy: (407) 649-8304

With a copy to: BROAD AND CASSEL
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: Robert F. Mallett, L.L.C.
Telephone: (407) 839-4200
Facsimile: (407) 425-8377

County: ORANGE COUNTY, FLORIDA
Orange County Utilities Department
9150 Curry Ford Road, Suite 300
Orlando, Florida 32825
Attn: Director of Utilities
Telephone: (407) 254-9760
Telecopy: (407) 254-9899

With a copy to: County Administrator
Orange County
P.O. Box 1393
Orlando, Florida 32802-1393
Telecopy: 407-836-7399

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.

5. **Indemnification.** During the duration of the Agreement, OOCEA and County shall each provide and maintain insurance or self-insurance coverage of such types and in such amounts as may be deemed necessary by each Party. Such insurance or self-insurance shall include at a minimum workers' compensation and employers' liability, business automobile liability and commercial general liability coverage. Neither Party to this Agreement nor its officers, agents, or employees shall, by this Agreement, be deemed to assume any liability for the acts, omissions and/or negligence of the other Party. Each Party shall defend, indemnify and hold the other Party harmless from all claims, damages, losses and expenses arising out of or resulting from the negligent performance of its respective operations under the Agreement; provided specifically, however, nothing contained herein shall constitute a waive by either Party of its sovereign immunity or the provisions of Florida Statutes Section 768.28.

The OOCEA shall cause no hazardous materials or other potentially hazardous conditions on the Property, and to the fullest extent permitted by law, the OOCEA assumes all responsibility for, and agrees to defend, indemnify and hold the County harmless from: (a) all claims, cost and expenses, including reasonable attorney's fees, as a consequence of any sudden or non-sudden pollution of air, water, land and/or ground water arising from or in any way connected with the occupancy by the OOCEA of the County's property; and (b) any claim or liability arising under the federal or state law dealing with either such sudden or non-sudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof.

6. **General Provisions.** The failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and any custom or practice at variance with the terms hereof, shall not 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 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. County and OOCEA 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. 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 in this Agreement and each and every provision hereof.

7. **Survival of Provisions.** All covenants, representations and warranties set forth in this Agreement 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.

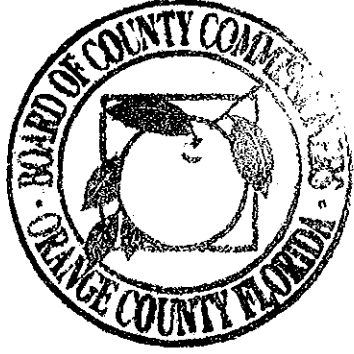
8. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any 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.

9. **Waiver of Jury Trial.** The Parties voluntarily waive a trial by jury in any litigation or action arising from this Agreement.

10. **Force Majeure.** The Parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond the obligated party's reasonable control, which shall include, without limitation, all labor disputes, civil commotion, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, orders, moratoriums or controls, fire or other casualty, inability to obtain any material or services or through Acts of God. For all monetary issues, there shall be no events of force majeure.

11. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the first date that this Agreement has been fully executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.



ORANGE COUNTY, FLORIDA,
By: Board of County Commissioners

By: *Richard T. Crotty*
Richard T. Crotty
Orange County Mayor

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

By: *Martha O. Haynie*
Deputy Clerk

Print: Rosilyn M. Stapleton

Date: SEP 11 2007

WITNESSES:

Darleen Mazzillo
Print: Darleen Mazzillo

Charlotte Brown
Print: CHARLOTTE BROWN

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY,
a public corporation of the State of Florida

By: [Signature]

Print: Michael Snyder

Title: Executive Director

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

Legal Counsel: Broad and Cassel, Attorneys at Law

By: [Signature]

Date: August 21, 2007

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of August, 2007 by Michael Snyder as Executive Director of the Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, on behalf of the OOCEA. He/she is personally known to me or has produced n/a as identification.

Darleen Mazzillo
Notary Public, State of Florida
(Notary Stamp Below)

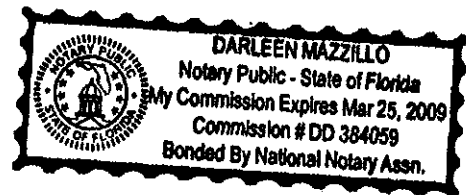


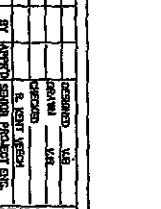
EXHIBIT "A"

Plans

GENERAL CONSTRUCTION NOTES

- 1. ALL WORK AND REMEDIATION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS... 2. COOPERATION AND COMMUNICATIONS WITH ORANGE COUNTY STAFF SHALL BE MAINTAINED THROUGH THE ORANGE COUNTY UTILITIES DIVISION SUPERVISOR... 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES UNLESS OTHERWISE NOTED... 4. ORANGE COUNTY UTILITIES DEPARTMENT TELEPHONE NUMBERS: 407-838-6772... 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES UNLESS OTHERWISE NOTED... 6. LOCATIONS OF EXISTING UTILITIES AS SHOWN ARE APPROXIMATE AND UNDEGRADED... 7. ALL EXISTING WATER MAINS, FORCE MAINS, GRAVITY PIPES AND OTHER UTILITY FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE PROTECTED AND PROTECTED FACILITIES DURING CONSTRUCTION... 8. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAINS, WASTEWATER FORKS, INVAAS, COUNTY MAINS AND RECLAIMED WATER MAINS... 9. UNDERNOPT AT ONSET OF CONSTRUCTION, CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES... 10. CONTRACTOR SHALL COMPENSATE WITH ALL OTHER UTILITY OWNERS FOR RESOLUTION OF CONFLICTS... 11. CONTRACTOR SHALL HAVE 48 HOURS TO DETERMINE THE RESOLUTION OF ANY CONFLICTS... 12. USE CHANGE ORDER WHEN EXPLAINING OR CORRECTING TO ASSURES CLERK... 13. ALL ASSURES CLERK PIPES TO BE TAKEN OUT OF SERVICE WILL BE REPAIRED UNLESS OTHERWISE NOTED... 14. SUPPORT & PROTECT ALL EXISTING UTILITIES... 15. THE UTILITY APPROPRIATE AND ADJUSTMENT SHOWN ON THESE DRAWINGS ARE INTENDED TO MAINTAIN THE INTEGRITY OF THE ORANGE COUNTY WATER, WASTEWATER AND RECLAIMED WATER SYSTEMS... 16. TESTING, HYDROSTATIC TESTING AND DISTRIBUTION OF WATER... 17. ALL EXISTING AND NEW OIL WATER AND SEWER VALVES, VALVE BOXES AND MANHOLES... 18. PREPARE ALL CONNECTIONS TO EXISTING WATER MAINS... 19. ALL PIPES, FITTINGS AND APPURTENANCES INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED... 20. ALL PIPES SHALL BE PROTECTED AND PROTECTED FACILITIES DURING CONSTRUCTION... 21. ALL STATIONS AND OFFSETS REFER TO BASELINE OF STATIONING... 22. LOCAL RESIDENTIAL ACCESS SHALL BE MAINTAINED AT ALL TIMES... 23. ALL MAINS SHALL BE CONSTRUCTED AS SHOWN ON THE PLANS... 24. PREPARED WATER MAINS ON PLAYS ARE MINIMUM INSIDE DIAMETER... 25. ALL CONNECTIONS TO EXISTING MAINS SHALL BE MADE BY THE CONTRACTOR... 26. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 27. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 28. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 29. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 30. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 31. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 32. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 33. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 34. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 35. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 36. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 37. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 38. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 39. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 40. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 41. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 42. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 43. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 44. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 45. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 46. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 47. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 48. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 49. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS... 50. ALL MAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DRAWINGS...

Table with columns: NO., DATE, REVISION, APPROVED, DATE, APPROVED, DATE, APPROVED, DATE. Includes project name: WATLAND BOULEVARD EXTENSION UTILITY RELOCATION AND IMPROVEMENTS.



STATE ROAD 414 WATLAND BOULEVARD EXTENSION UTILITY RELOCATION AND IMPROVEMENTS

GENERAL CONSTRUCTION NOTES

NEW WATER MAIN NOTES:

ORANGE COUNTY UTILITIES - CONTRACTOR PROCEDURE TO CONVERT NEW WATER MAIN TO EXISTING WATER MAIN

ALL WORK TO BE COMPLETED BY CONTRACTOR UNLESS OTHERWISE NOTED

1. THE ORANGE COUNTY UTILITIES CONSTRUCTION DIVISION (107-224-8788) SHALL BE NOTIFIED AT LEAST SEVEN (7) DAYS PRIOR TO ANY CONSTRUCTION ACTIVITY OR PRIOR TO ANY ACTIVITY REQUIRING THE PRESENCE OF OR AN ACTION BY UTILITIES PERSONNEL AS PART OF OPERATION, PRESERVE THE EXISTING PIPE CONNECTION FROM STRIKING OPERATION OR STRIKING, ETC.
2. INSTALL NEW WATER MAIN
3. MAKE TEMPORARY CONNECTION TO AN EXISTING PORTABLE WATER SOURCE, PLUSH OUT NEW WATER MAIN WITH PORTABLE WATER (USE "JAMPER" ASSEMBLY WITH BACK FLOW PREVENTER).
4. FILL NEW WATER MAIN WITH PORTABLE WATER AND PRESSURE TEST AT 150 PSI FOR 2 HOURS.
5. UTILITIES INSPECTOR PRIOR TO WATER MAIN CHLORINATION.
6. CHLORINATE WATER MAIN LINE (50 MG/L) AND LET STAND FOR 24 HOURS. VERIFY THAT CHLORINE RESIDUAL IS 25 MG/L.
7. FLUSH HIGHLY CHLORINATED WATER OUT OF NEW WATER MAIN AND FILL WITH PORTABLE WATER AGAIN. CONTRACTOR TO MAINTAIN PRESSURE CONTROLS AND PRESSURE GAUGES CHECK GAUGES. NUMBER OF BACKWASHES TO BE DETERMINED BY UTILITIES PERSONNEL. CHLORINATED WATER TO BE DISCHARGED TO ENVIRONMENTALLY SENSITIVE AREAS, NEARWAYS OR WATER BODIES.
8. TAKE SAMPLE FOR BACTERIOLOGICAL TEST (TAKE SAMPLES ON TWO CONSECUTIVE DAYS).
9. AFTER ANALYSIS AND ACCEPTABLE RESULTS, SUBMIT TO THE ORANGE COUNTY UTILITIES INSPECTOR WATER MAIN AND "RELEASE" PACKAGE INCLUDING BACTERIOLOGICAL TEST RESULTS AS REQUIRED BY PERMITS.
10. WAIT FOR PERMISSION FROM PERM TO RELEASE NEW WATER MAIN FOR USE.
11. ONCE RELEASE IS RECEIVED, ORANGE COUNTY WATER DEPARTMENT NOTICES IN WORKING (TURNS ON DOWN) ALL PEOPLE SERVED BY EXISTING WATER MAIN THAT SERVICE WILL BE INTERRUPTED (24 HOURS PRIOR TO INTERRUPTION) FOR CONNECTION TO NEW WATER MAIN. CHLORINE RESIDUAL IS ONCE AGAIN VERIFIED.
12. ALL CONNECTIONS AND TAPS ON EXISTING MAINS SHALL MAINTAIN PRESSURE ON EXISTING MAIN (NET TAP). IF PRESSURE CAN NOT BE MAINTAINED AND WITH PRIOR APPROVAL OF THE ORANGE COUNTY UTILITIES INSPECTOR, THE PROCEEDURE CONTINUED BELOW IN NOTES 13-21 SHALL BE FOLLOWED, OTHERWISE STOP THEM AND CONTINUE AT NOTE 22.
13. WATER DEPARTMENT CLOSURE UPSTREAM AND DOWNSTREAM VALVES TO ISOLATE PORTION OF EXISTING WATER MAIN AFFECTED. IN GENERAL, ALL SUCH SHUTDOWNS SHALL BE LIMITED TO THE HOURS BETWEEN 09:00 AM AND 05:00 PM, MONDAY TO FRIDAY UNLESS OTHERWISE SPECIFIED ELSEWHERE IN THE CONSTRUCTION DOCUMENTS.
14. THE EXISTING PIPE WILL BE FULLY EXCAVATED AND THE EXCAVATION DEWATERED SO THAT NO SOIL OR WATER IS WITHIN THREE INCHES OF THE BOTTOM OF THE WATER MAIN AT THE TIE-IN SITE PRIOR TO INITIATING THE WORK.
15. THE PIPE SHALL BE BRUSHED CLEAN AND THE PIPE AND EXCAVATION TREATED WITH HYPOCHLORITE TO ASSIST WITH CONTAMINATION PREVENTION. (SODIUM HOCL STRENGTH).
16. A SECTION IS CUT FROM THE EXISTING WATER MAIN. WATER DRAINING FROM THE EXISTING MAIN IS DIVERTED AND PLUMBED SO THAT NO BACKFLOW OCCURS.
17. A FITTING OR PIPE SECTION IS INSTALLED (TYPICALLY A SLEEVE, PIPE SPIGOT AND FLANG) THESE ARE NEEDED) PIPE AND FITTINGS ARE MECHANICALLY RESTRAINED PRIOR TO INSTALLATION. ALL FITTINGS ARE SWAGED WITH CHLORINATED WATER. THE WATER LEVEL IN THE TRENCH SHALL BE BELOW THE TRENCH BOTTOM. NO EXTERNAL WATER IS ALLOWED TO ENTER THE PIPE.
18. FITTING (S) OR TEE (USUALLY WITH VALVE) IS CONNECTED TO THE NEW WATER MAIN BY MEANS OF NECESSARY FITTINGS.
19. VALVES ON EXISTING WATER MAIN ARE OPENED BY WATER DEPARTMENT AND WATER FLOWED FROM EXISTING WATER MAIN TO NEW WATER MAIN. A VISUAL INSPECTION OF THE CONNECTION IS MADE PRIOR TO BACKFILLING THE EXCAVATION TO INSURE THERE ARE NO LEAKS.

20. THE CONNECTION PROCESS IS REPEATED ON BOTH ENDS OF THE NEW WATER MAIN.
21. IF THE EXISTING WATER MAIN IS TO REMAIN IN SERVICE, IT IS TO BE FLUSHED WITH PORTABLE WATER UNTIL NORMAL STABLE CHLORINE RESIDUAL IS OBTAINED. THE EXISTING WATER MAIN WILL NOT BE CHLORINATED IF IT IS TO BE ABANDONED OR REMOVED.
22. COUNTY TAKES WATER SAMPLES FOR TWO CONSECUTIVE DAYS AND HAS THEM ANALYZED FOR COL FORM COUNT TO ASSURE WATER MEETS STANDARDS.
23. IF CUSTOMERS ARE SERVED FROM EXISTING PORTABLE MAINS THAT ARE DEPRESSURIZED DURING INSTALLATION OF NEW MAINS OR IF ANY OF THE BACTERIOLOGICAL SAMPLES ARE POSITIVE, THE AREA WILL BE ISOLATED, SLUG CHLORINATION APPLIED AND THE SOL WATER NOTICES DISTRIBUTED TO THE CUSTOMERS IN THE AFFECTED AREA. THE MAIN WILL BE RE-OPEN UP AGAIN AND SAMPLES RETAKEN. THIS PROCESS WILL BE REPEATED UNTIL PASSING SAMPLES ARE OBTAINED.

SPILL NOTES:

EMERGENCY WATER/WATER SPILL WATER MAIN, RECLAIMED WATER MAIN BREAK PROCEDURES

1. THE ORANGE COUNTY UTILITY DISPATCH OPERATOR SHALL BE NOTIFIED IMMEDIATELY IN THE EVENT OF A WATER MAIN BREAK OR RECLAIMED WATER MAIN BREAK.
2. ALL DAMAGE TO ORANGE COUNTY'S MAINS SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. IF THE REPAIR IS NOT MADE IN A TIMELY AND APPROVED MANNER, AS DETERMINED BY THE ORANGE COUNTY UTILITIES INSPECTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIRS AND THE CONTRACTOR WILL BE CHARGED FOR THE REPAIRS.
3. GENERAL NOTES 1 THROUGH 8 ARE PART OF THESE EMERGENCY PROCEDURES, HOWEVER, ALL OTHER GENERAL NOTES APPLY.

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STATE ROAD 414
MANTLAND BOULEVARD EXTENSION
UTILITY RELOCATION AND IMPROVEMENTS

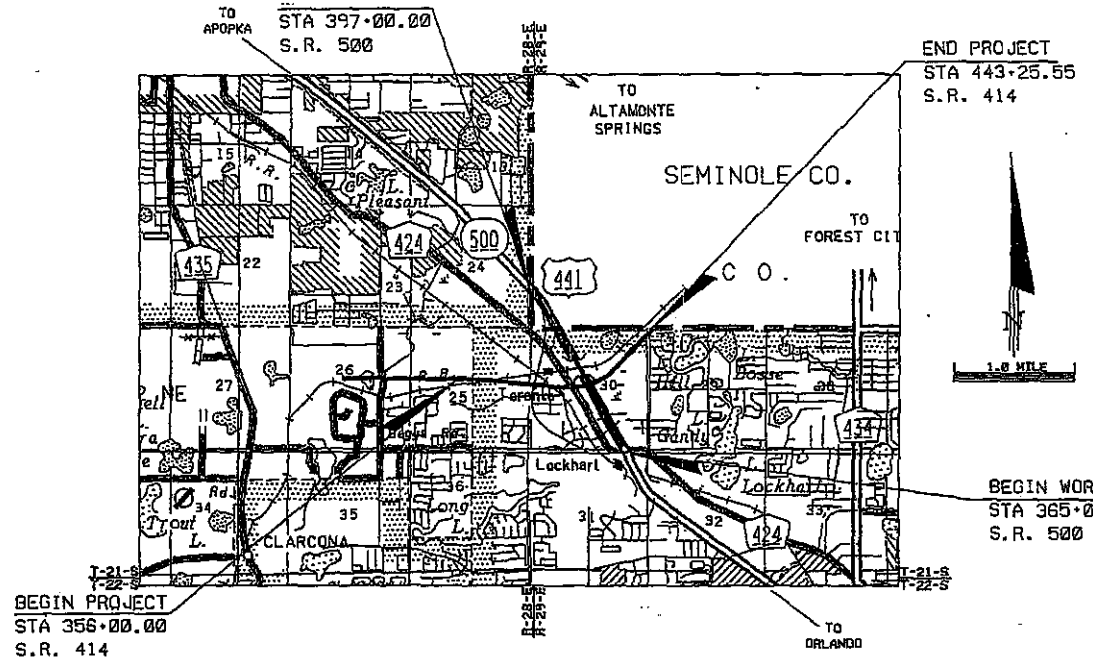
NEW WATER MAIN AND SPILL NOTES

DATE	12-13-06	PROJECT NO.	10071000
BY	MS	SHEET NO.	3
OF	41		

UTILITY CONTACTS

UTILITIES	COMPANY	TELEPHONE
POWER	PROGRESS ENERGY--DISTRIBUTION	(407) 942-9554
	PROGRESS ENERGY--TRANSMISSION	(407) 842-9251
	OUC-ELECTRIC	(407) 236-9651
WATER/SEWER	ORANGE COUNTY UTILITIES WATER DIVISION	(407) 836-6800
	ORANGE COUNTY UTILITIES WATER RECLAMATION DIVISION	(407) 254-9680
	ORANGE COUNTY UTILITIES SEWER DIVISION	(407) 254-9680
	ORANGE COUNTY UTILITIES CONSTRUCTION DIVISION	(407) 254-9798
	THE CITY OF WINTER PARK	(407) 599-3233
	OUC WATER	(407) 236-9651
	SEMINOLE COUNTY W/S	(407) 665-2040
PHONE	CITY OF APOPKA-WATER/SEWER	(407) 703-1731
	BELLSOUTH	(407) 273-5084
	SPRINT-FLORIDA, INC	(407) 814-5344
	QWEST COMMUNICATIONS	(303) 837-3926
CATV	BRIGHT HOUSE NETWORKS	(407) 532-8509
	ADELPHIA CABLE COMMUNICATIONS	(407) 422-3961
GAS	LAKE APOPKA NATURAL GAS	(407) 656-2734
	SEMINOLE COUNTY--PUBLIC WORKS	(407) 323-2500
	OOCEA-PBS&J	(407) 647-7275
	SUNSHINE ONE CALL SERVICE	1-800-432-4770
	ORANGE COUNTY UTILITIES DISPATCH (EMERGENCY ONLY)	(407) 836-2777

NOTE:
THIS LISTING IS PROVIDED AS AN AID TO THE CONTRACTOR. UTILITIES LISTED ARE THOSE WHICH ARE KNOWN TO HAVE FACILITIES WITHIN THE GENERAL LOCATION OF THE PROJECT BUT SHALL NOT BE CONSIDERED ALL INCLUSIVE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY AND ARRANGE FOR FIELD LOCATION OF ALL FACILITIES THAT ARE ENCOUNTERED DURING CONSTRUCTION.



LEGEND

DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL
CLEAN-OUT VALVE		OVER-HEAD POWER LINE	
FIRE HYDRANT ASSEMBLY		LIGHT POLE	
WELL		TELEPHONE MANHOLE	
WATER METER		SIGN OR BURIED UTILITY MARKER	
DRAINAGE MANHOLE		MAIL BOX	
CATCH BASIN		TEE	
CING. PAD W/ TRANSFORMER		90° BEND	
WOOD POWER POLE		45° BEND	
CONCRETE POWER POLE		WYE	
GLY WIRE		UTILITY TO BE REMOVED (TYP.)	
		PROPOSED L.A. R/W	
		EXISTING L.A. R/W	
		PROPOSED TYPE 'B' FENCE	

ABBREVIATIONS

A.C. ASBESTOS CEMENT (PIPE)	FLG. FLANGE	O.U.C. ORLANDO UTILITIES COMMISSION
A/C AIR CONDITIONER	FRM. FRAME (CONSTRUCTION)	P.S.I. POUNDS PER SQUARE INCH
A.R.V. AIR RELEASE VALVE	FT. FEET, FOOT	P.V.C. POLYVINYL CHLORIDE (PIPE)
A.W.W.A. AMERICAN WATER WORKS ASSOCIATION	G.S. GALVANIZED STEEL PIPE	P.V.B. PRESSURE VACUUM BREAKER
BLDG. BUILDING	HORIZ. HORIZONTAL	R.C.P. REINFORCED CONCRETE PIPE
C.I. CAST IRON PIPE	H.P. HORSE POWER	R.P.M. REVOLUTIONS PER MINUTE
C.H.W. CONCRETE HEADWALL	IMP. IMPELLER	REQ'D. REQUIRED
C.L.F. CHAIN LINK FENCE	IN. INCHES	R/W. RIGHT-OF-WAY
C.M.P. CORRUGATED METAL PIPE	LBS. POUNDS	SQ. SQUARE
CO. COUNTY	L.F. LINEAL FEET	STRY. STORY
CONC. CONCRETE	MAX. MAXIMUM	S/W. SIDEWALK
C.V. CONTROL VALVE	METER WATER METER (UNLESS OTHERWISE NOTED)	TYP. TYPICAL
DEG. DEGREE	M.L. MECHANICAL JOINT (PIPE)	T.C.E. TEMPORARY CONSTRUCTION EASEMENT
D.I. DUCTILE IRON (PIPE)	MIN. MINIMUM	V.C.P. VITRIFIED CLAY PIPE
DIA. "D" DIAMETER	No. NUMBER	VERT. VERTICAL
DRPA. DUCTILE IRON PIPE RESEARCH ASSOCIATION	N.T.S. NOT TO SCALE	W/ WITH
D/W. DRIVEWAY	O.C.E.W. ON CENTER EACH WAY	W.M. WATER MAIN
ELEV. ELEVATION	O.D. OUTSIDE DIAMETER	W.S.F. WOOD STOCKADE FENCE
EXST. EXISTING	OHE OVERHEAD ELECTRICAL	
FIG. FIGURE	O.C.U.D. ORANGE COUNTY UTILITIES DEPARTMENT	

NO.	DATE	REVISION	BY	APPROVED
				 ROCKETT & ASSOCIATES CONSULTING / CIVIL ENGINEERS & SURVEYORS (COL 261) 1617 E. State Road 414, Winter Park, Florida 32789 (407) 843-2821 FAX (407) 284-2825 www.rockettandassociates.com
				R. KEVY VECH SENIOR PROJECT ENGR. FLA. NO. 54101

STATE ROAD 414 MAITLAND BOULEVARD EXTENSION UTILITY RELOCATION AND IMPROVEMENTS	UTILITY CONTACTS, LOCATION MAP, LEGEND AND ABBREVIATIONS	DATE: 12-13-08 SCALE: NTS PROJECT NO.: 105078.004 SHEET NO.: 4 OF 41
---	---	--

NO. DATE

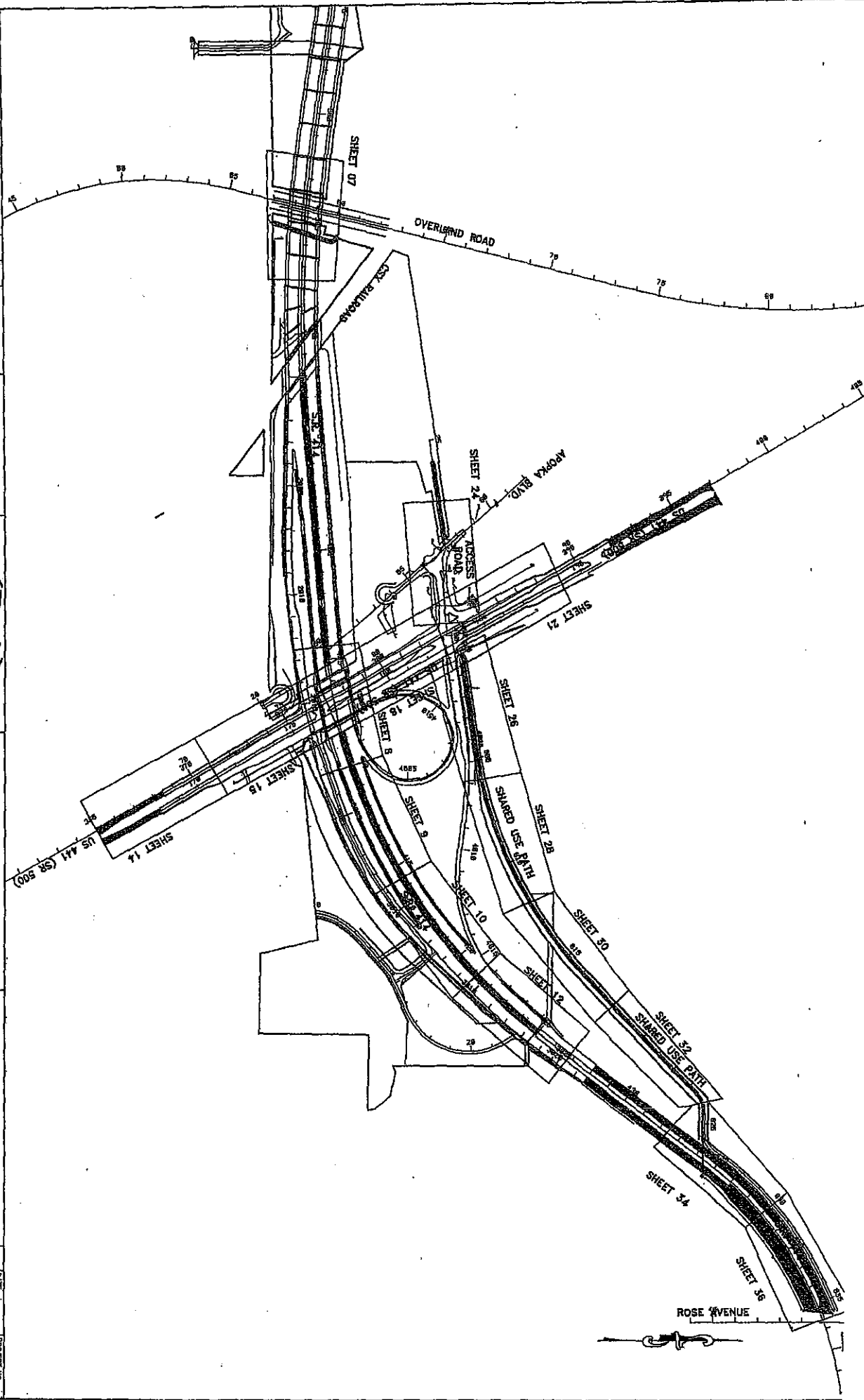
REVISION

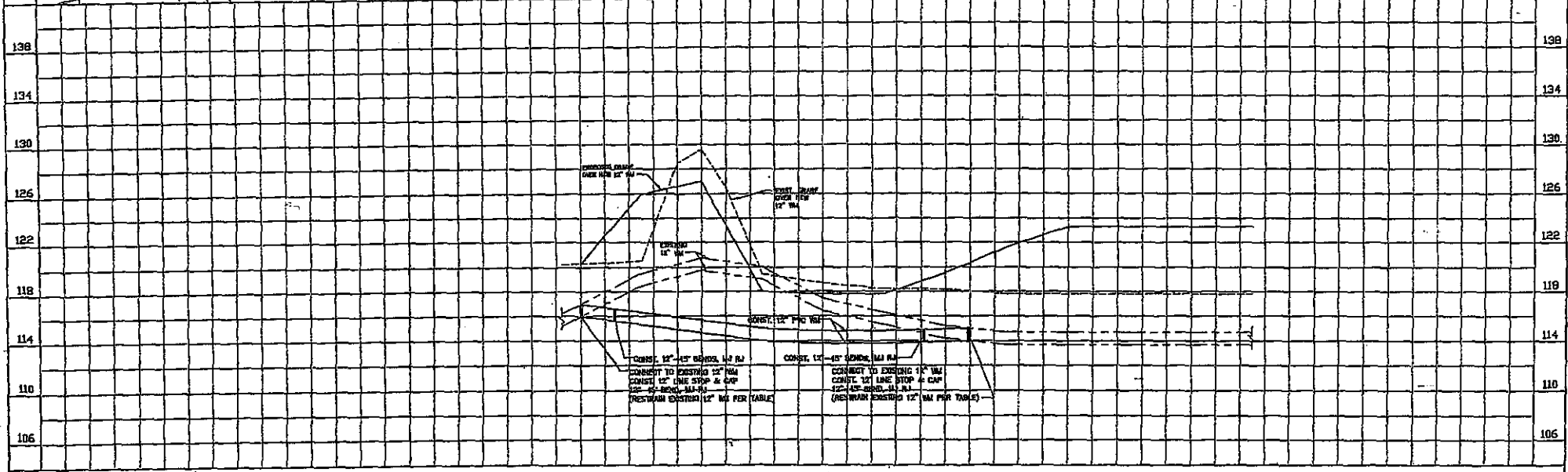
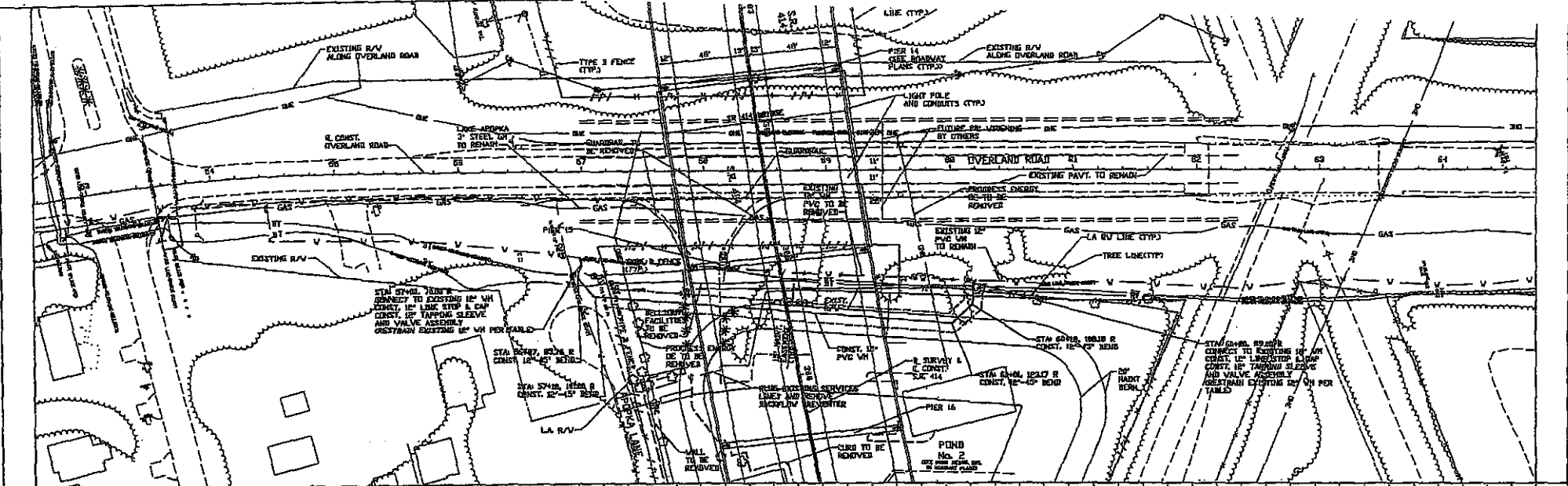
APPROVED
 DIVISION
 STATE ROAD PROJECT

**STATE ROAD 414
 MANLAND BOULEVARD EXTENSION
 UTILITY RELOCATION AND IMPROVEMENTS**

KEY SHEET

FILED
 DATE 7-1-08
 SCALE NTS
 SHEET NO. 5
 OF 41

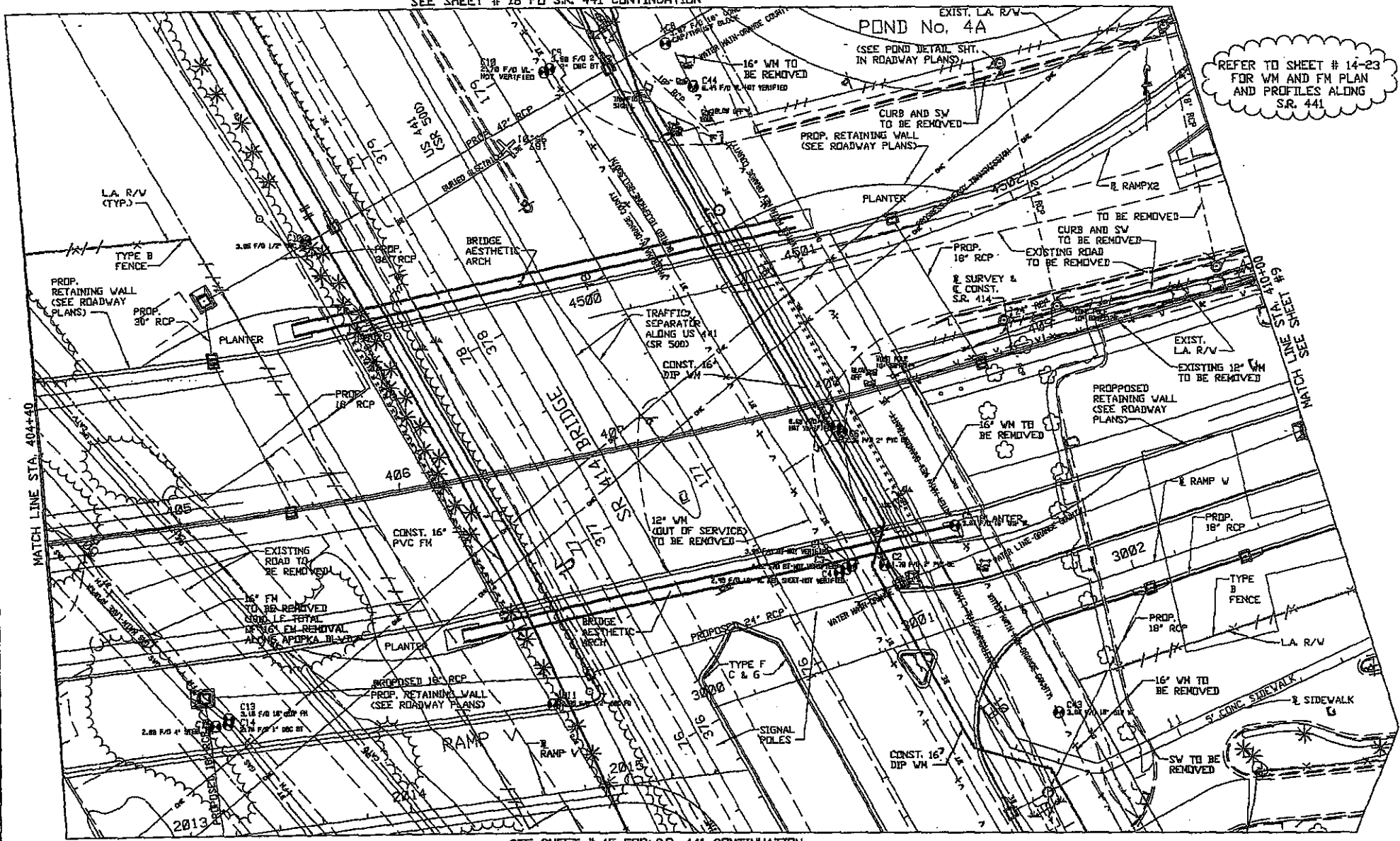




NO. DATE		REVISION	BY	APPROV.	SENIOR PROJECT ENG.	R. NERT MEER FLA. NO. 64181	CHL. DESIGNER		STATE ROAD 414 MAITLAND BOULEVARD EXTENSION UTILITY RELOCATION AND IMPROVEMENTS	PLAN/PROFILE OVERLAND ROAD UTILITY ADJUSTMENT STA. 52+60 TO STA. 64+80	DATE	12-15-08	PROJECT NO.	105076.004
SCALE		1" = 40' HORIZ.	1" = 4' VERT.	SHEET NO.	7	OF	41							

DATE _____ DATE _____ DATE _____ DATE _____ DATE _____
 SUR. MAN. _____ DATE _____ SUR. MAN. _____ DATE _____ SUR. MAN. _____ DATE _____
 DATE _____ DATE _____ DATE _____ DATE _____ DATE _____

SEE SHEET # 18 FOR S.R. 441 CONTINUATION



REFER TO SHEET # 14-23 FOR WM AND FM PLAN AND PROFILES ALONG S.R. 441

SEE SHEET # 15 FOR S.R. 441 CONTINUATION

DESIGNED	VJB	APPROVED	
DRAWN	VJB		
CHECKED		DATE	
BY	APPROV	SENIOR PROJECT ENG.	CIVIL ENGINEER

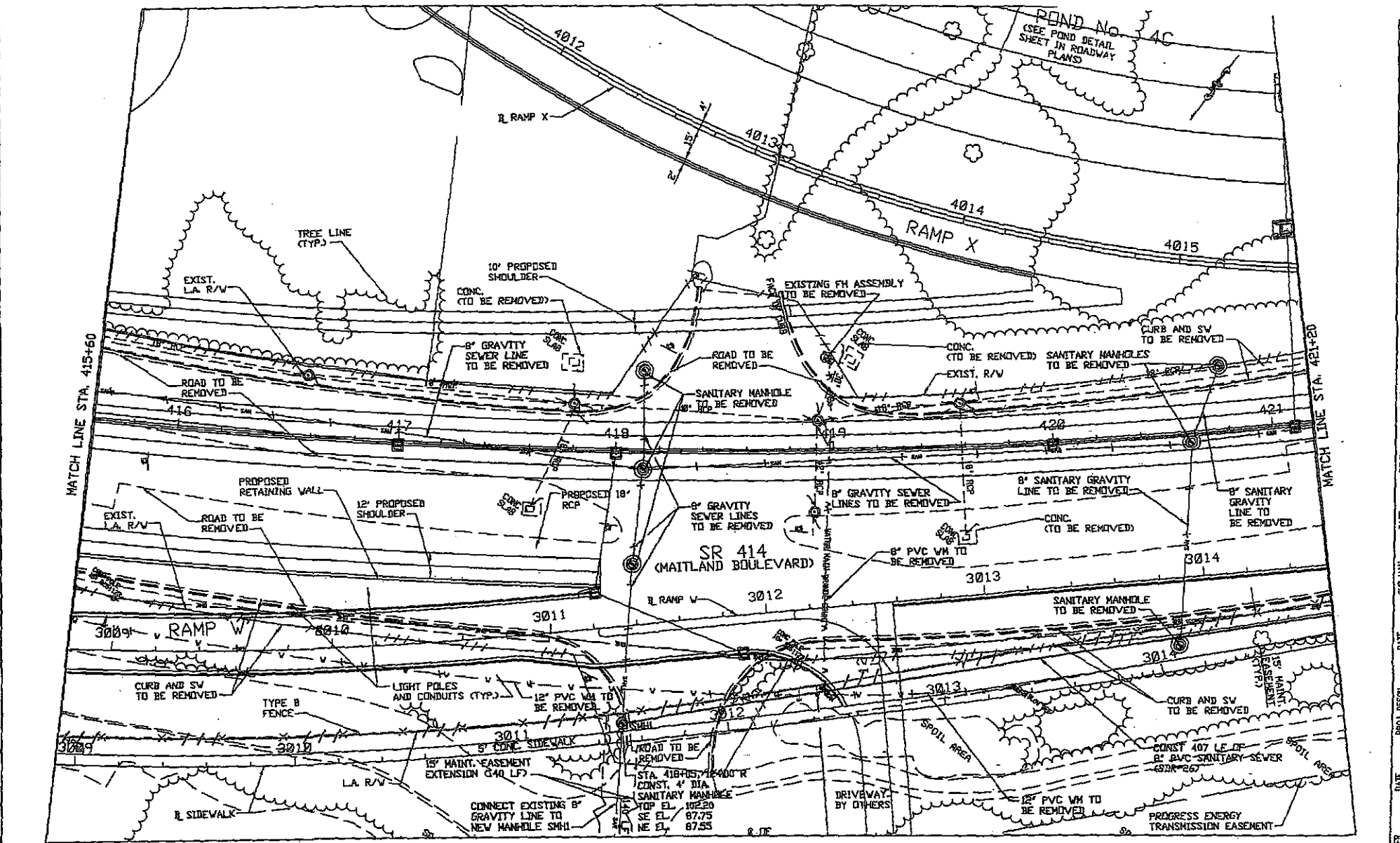
R&A
ROCKETT & ASSOCIATES
 CONSULTING ENGINEERS & SURVEYORS (FLA. LIC. 5228)
 1405 Lee Road Suite 100, Winter Park, Florida 32789
 (407) 843-3400 FAX (407) 843-3402
 www.rockettsurvey.com

STATE ROAD 414
 MAITLAND BOULEVARD EXTENSION
 UTILITY RELOCATION AND IMPROVEMENTS

PLAN
 SR 414
 UTILITY ADJUSTMENT
 STA. 404+40 TO 410+00

DATE	12-13-09	PROJECT NO.	105376.004
SCALE	1" = 20' HORIZ 1" = 2' VERT.	SHEET NO.	8
		OF	41

DATE _____ BACKCHECK _____ DATE _____ GC _____ DATE _____ PROJ. MAN. _____ DATE _____ REV. _____ DATE _____ SUR. MAN. _____ DATE _____ PROJ. DESIGN _____ DATE _____



NO.	DATE	REVISION	DESIGNED	YJB	APPROVED	
			DRAWN	SR	DATE	
			CHECKED			
			BY	R. ROY NEECH		
			BY	APPROVED SENIOR PROJECT ENG.		

ROCKWELL & ASSOCIATES
 CONSULTING CIVIL, MECHANICAL & ELECTRICAL ENGINEERS
 1200 Lee Road Suite 200, Winter Park, Florida, 32789
 (407) 884-0001 FAX (407) 884-0002
 www.rack.com

STATE ROAD 414
MAITLAND BOULEVARD EXTENSION
UTILITY RELOCATION AND IMPROVEMENTS

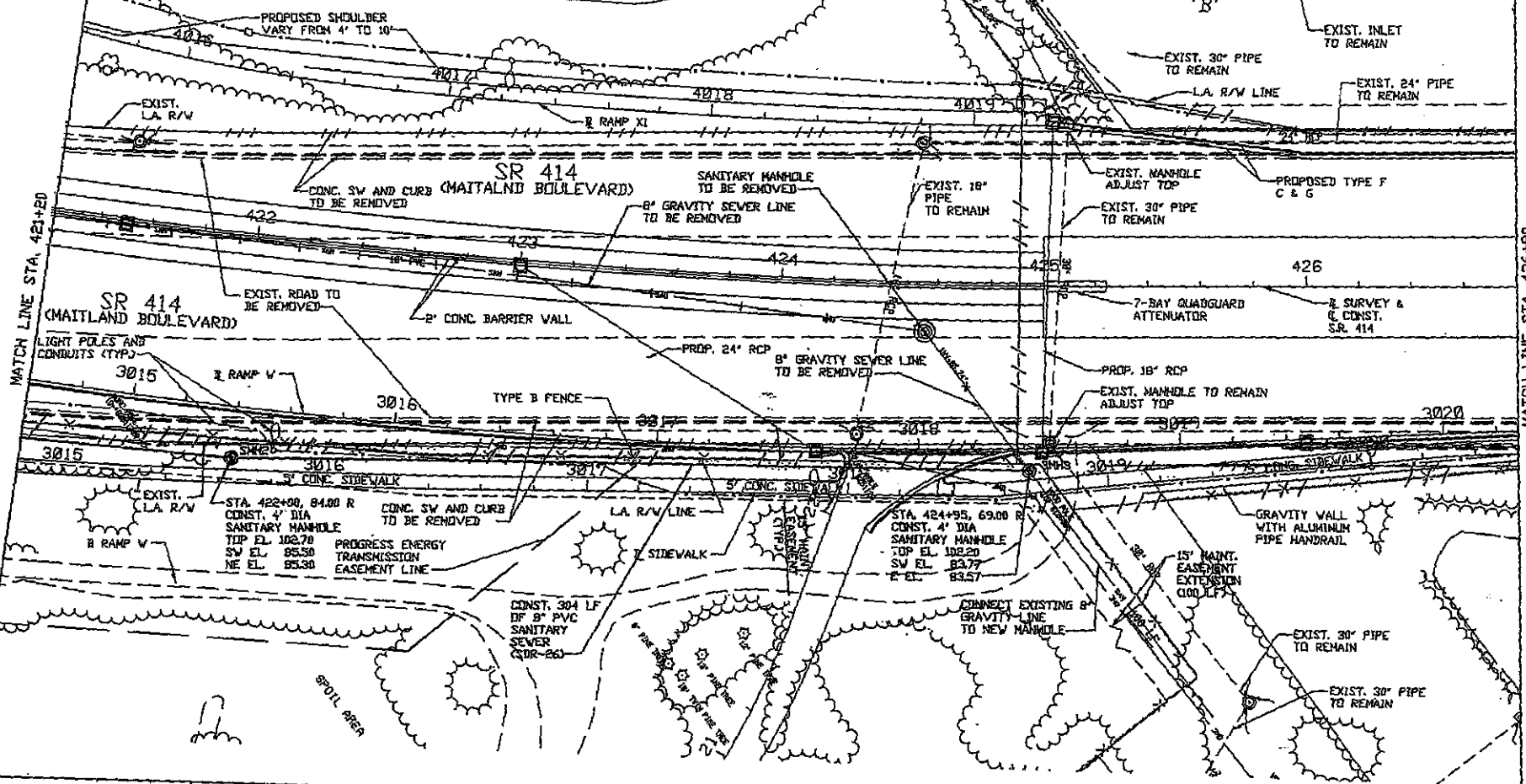
PLAN
SR 414
UTILITY ADJUSTMENT
STA. 415+60 TO 421+20

DATE	12-13-08	PROJECT NO.	102078.004
SCALE	1" = 20' HORIZ. 1" = 2' VERT.	SHEET NO.	10
FILE NO.		OF	41

DATE: _____ DATE: _____ DATE: _____ DATE: _____ DATE: _____
 PROJ. MAN: _____ PROJ. MAN: _____ PROJ. MAN: _____ PROJ. MAN: _____ PROJ. MAN: _____
 DATE: _____ DATE: _____ DATE: _____ DATE: _____ DATE: _____
 REV: _____ REV: _____ REV: _____ REV: _____ REV: _____
 DATE: _____ DATE: _____ DATE: _____ DATE: _____ DATE: _____
 SR. MAN: _____ SR. MAN: _____ SR. MAN: _____ SR. MAN: _____ SR. MAN: _____
 DATE: _____ DATE: _____ DATE: _____ DATE: _____ DATE: _____
 PROJ. DESIG: _____ PROJ. DESIG: _____ PROJ. DESIG: _____ PROJ. DESIG: _____ PROJ. DESIG: _____
 DATE: _____ DATE: _____ DATE: _____ DATE: _____ DATE: _____
 CHECK: _____ CHECK: _____ CHECK: _____ CHECK: _____ CHECK: _____
 DATE: _____ DATE: _____ DATE: _____ DATE: _____ DATE: _____

POND NO. 4C
(SEE POND DETAIL SHEET IN ROADWAY PLANS)

EXISTING
FDOT
POND
'B'



DESIGNED	MAE	APPROVED
DRAWN	MAE	
CHECKED		DATE
BY	APPROVED	FOR PROJECT ENG.
NO.	DATE	REVISION

R&A
ROCKETT & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS (FLA. STAT.)
2425 E. US HWY 90, SUITE 200, DEERBORN, FL 34715
(877) 584-5848 FAX (877) 584-5849
www.rockettandassociates.com

STATE ROAD 414
MAITLAND BOULEVARD EXTENSION
UTILITY RELOCATION AND IMPROVEMENTS

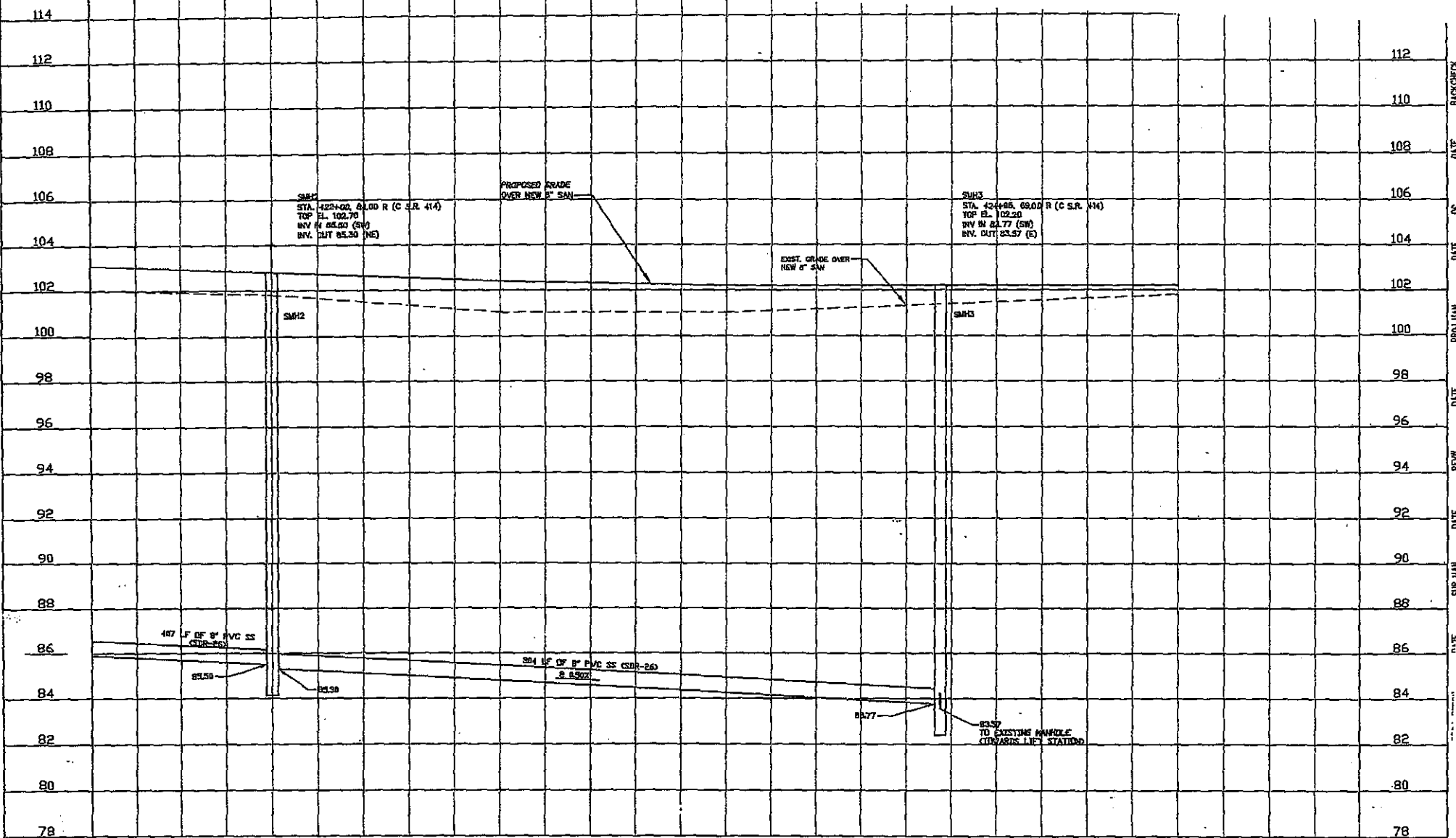
PLAN
SR 414
UTILITY ADJUSTMENT
STA. 421+80 TO 426+80

DATE	12-13-08	PROJECT NO.	705078.004
SCALE	1" = 20' HORIZ. 1" = 2' VERT.	SHEET NO.	12
REVISION		OF	41

MATCH LINE STA. 421+80

MATCH LINE STA. 426+80

SUB MAIN DATE REVW DATE PROJ MAN DATE QC BACKCHECK



SM#2
 STA. 422+00, 64.00 R (C.S.R. 414)
 TOP EL. 102.70
 INV. IN 85.50 (SW)
 INV. DWT 85.30 (NE)

PROPOSED GRADE
 OVER NEW 8" SAN

EXIST. GRADE OVER
 NEW 8" SAN

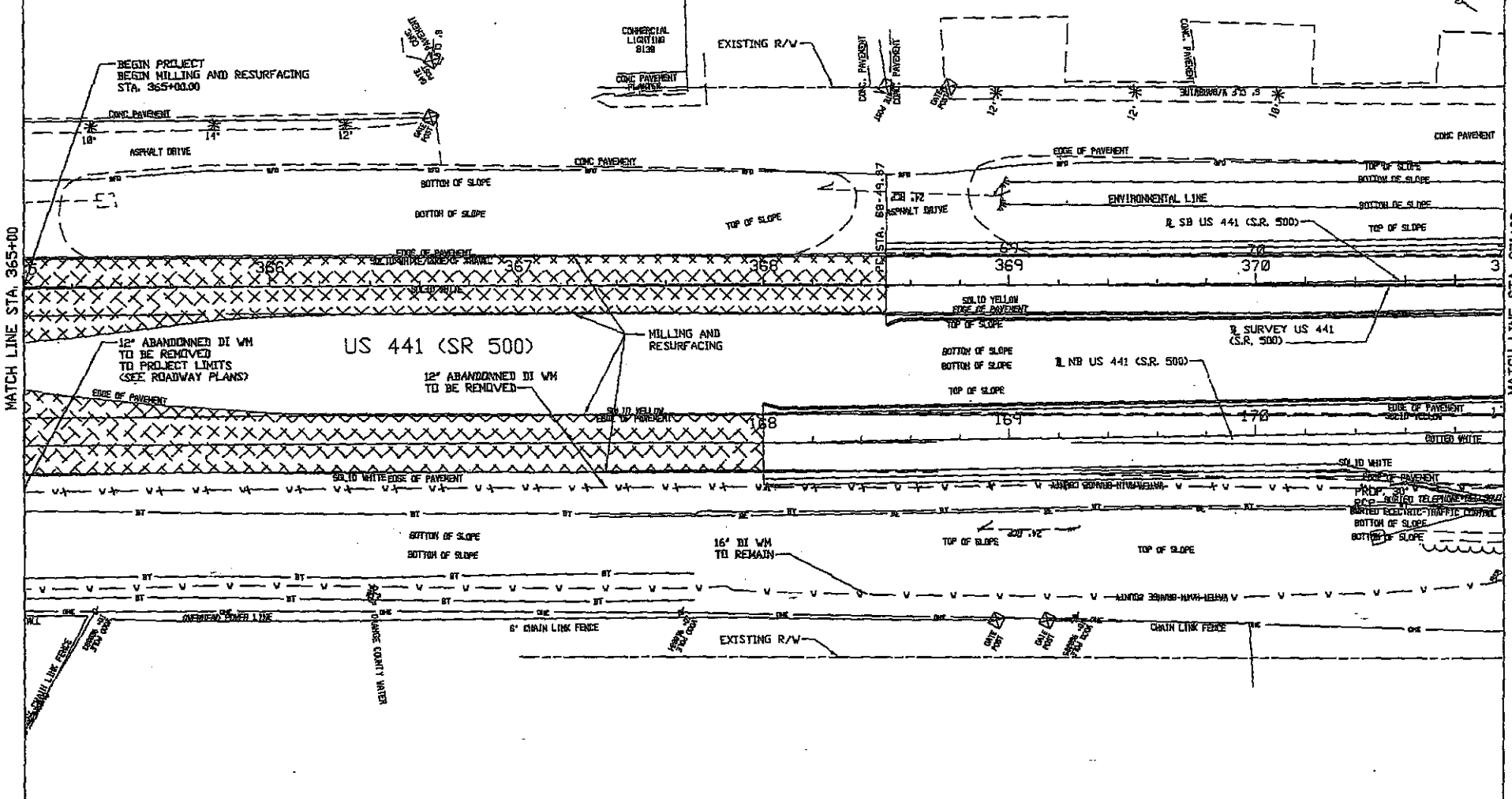
SM#3
 STA. 424+00, 62.00 R (C.S.R. 414)
 TOP EL. 102.20
 INV. IN 83.77 (SW)
 INV. DWT 83.57 (E)

407' 8" PVC SS (SDR-26)
 85.50

304' 8" PVC SS (SDR-26)
 83.50

83.77
 TO EXISTING MANHOLE
 TOWARDS LIFT STATION

		422+00		423+00		424+00		425+00		426+00				
NO.	DATE	REVISION	BY	APPROV. SEASON PROJECT ENG.	R. KENT VEECH CIV. ENGR. P.L.C. NO. 54101	 ROCKETT & ASSOCIATES <small>CONSULTING CIVIL ENGINEERS & PROFESSIONAL SURVEYORS</small> 1405 Lee Road, Suite 104, Walnut Creek, Florida 32790 (904) 944-3884 FAX (904) 944-3885 www.rockettandassociates.com		STATE ROAD 414 MAITLAND BOULEVARD EXTENSION UTILITY RELOCATION AND IMPROVEMENTS			8" SANITARY GRAVITY PROFILE UTILITY ADJUSTMENT STA. 421+20 TO STA. 426+80		DATE 12-13-08 SCALE 1" = 20' HORIZ. 1" = 2' VERT.	PROJECT NO. 100078.004 SHEET NO. 13 OF 41



DESIGNED	V.S.	APPROVED	
DRAWN	V.R.	DATE:	
CHECKED		R. KENT VEECH	FLA. NO. 64101
BY APPROVED	SENIOR PROJECT ENG.		

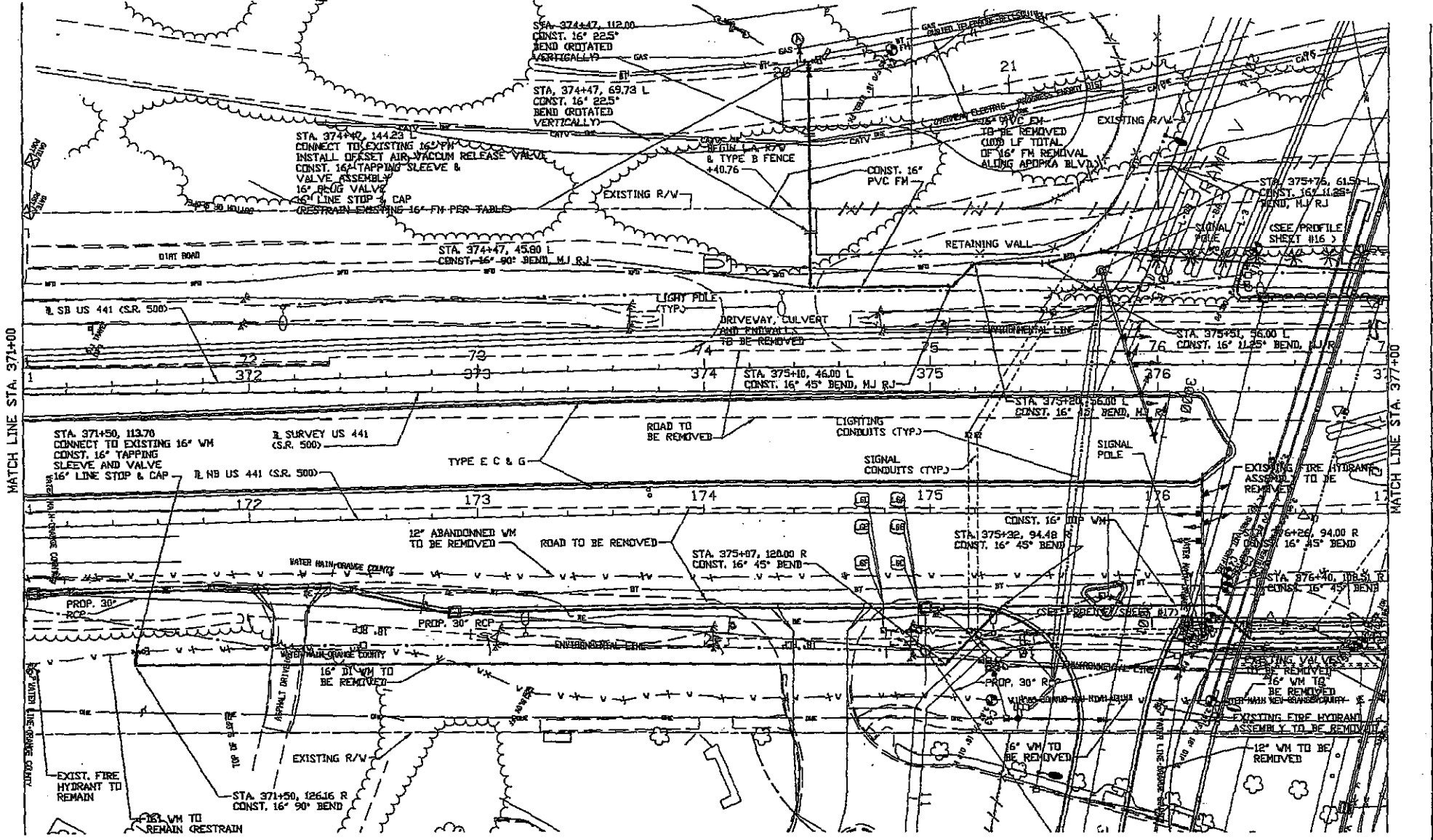
NO.	DATE	REVISION

R&A
ROCKETT & ASSOCIATES
 CONSULTING CIVIL ENGINEERS & SURVEYORS (FLA. LIC.)
 3485 Lee Road, Suite 200, Titusville, Florida 32781
 (407) 264-2000 FAX (407) 264-2005
 www.rockettsurvey.com

STATE ROAD 414
 MAITLAND BOULEVARD EXTENSION
 UTILITY RELOCATION AND IMPROVEMENTS

PLAN
 US 441 (SR 500)
 UTILITY ADJUSTMENT
 STA. 365+00 TO 371+00

DATE	12-13-08	PROJECT NO.	105074.004
SCALE	1" = 30' HORIZ. 1" = 3' VERT.	SHEET NO.	14
		OF	41

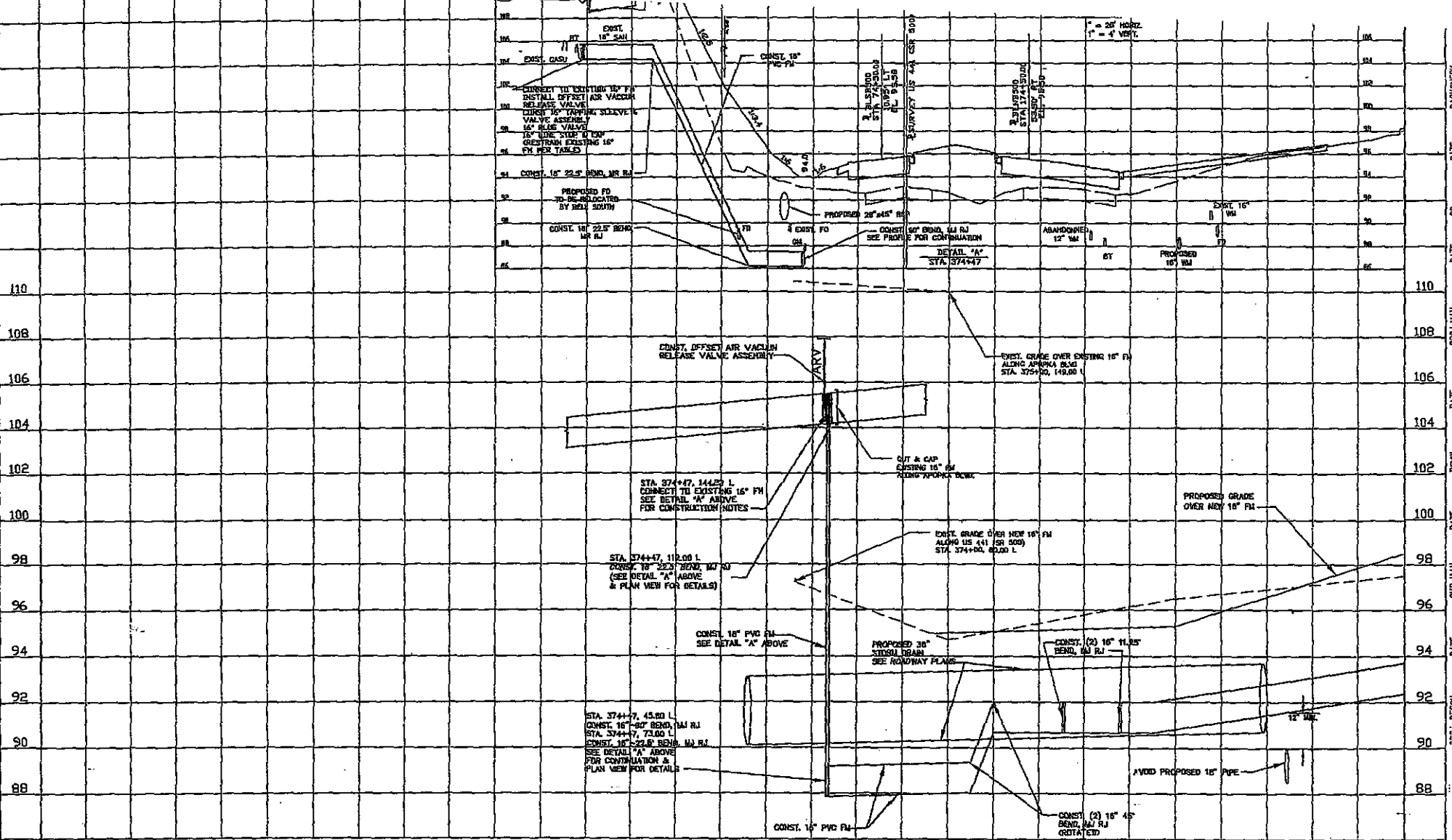


DESIGNED VLR	APPROVED
DRAWN VLR	
CHECKED	DATE
R. KENT VEICH	R. KENT VEICH FLA. REG. 54191
BY APPROV	SENIOR PROJECT ENGR.

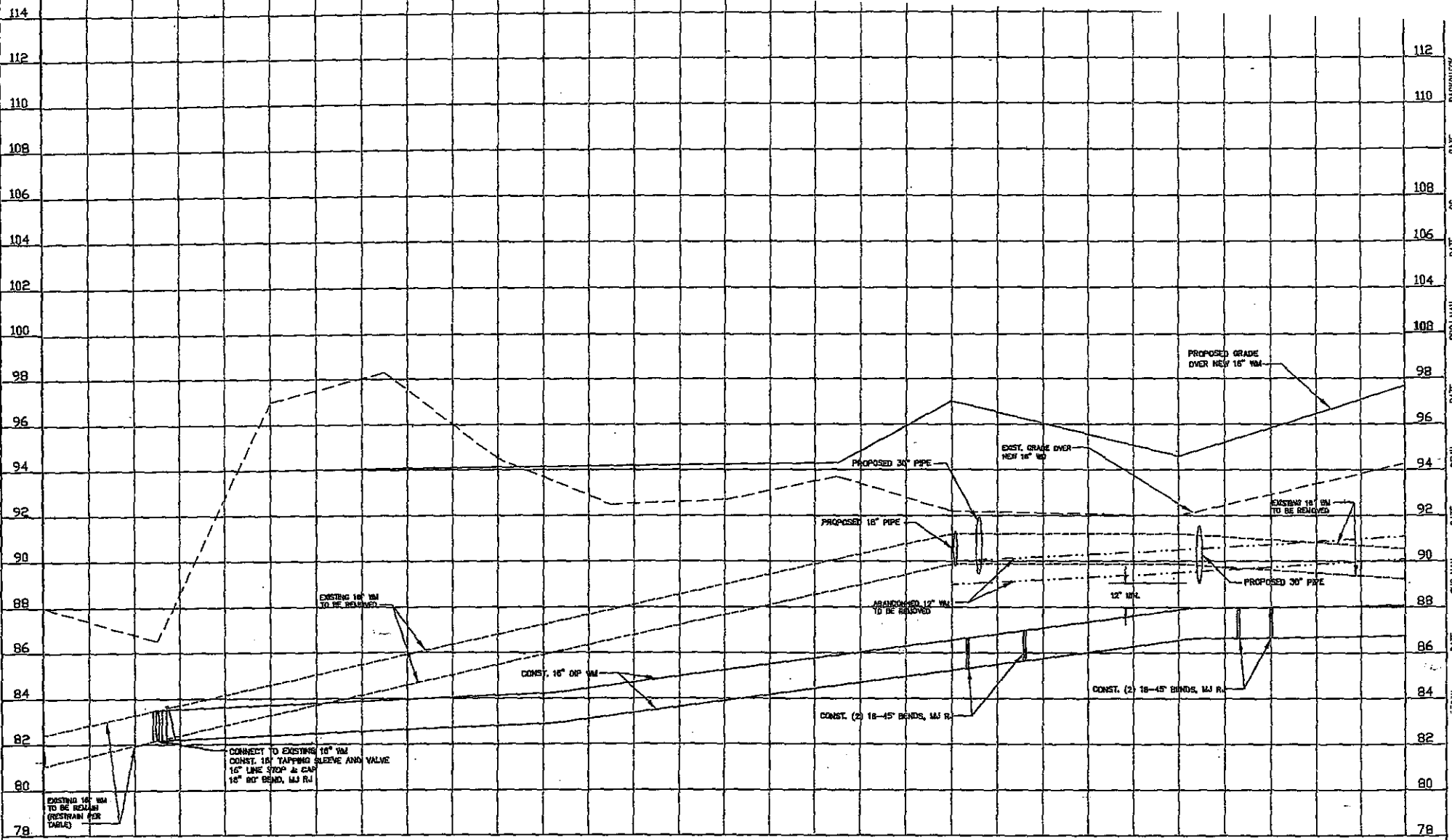
R&A
ROCKETT & ASSOCIATES
CONSULTING ENGINEERS ARCHITECTS & LANDSCAPE ARCHITECTS
1205 East South Blvd. Suite 104, Winter Park, Florida 32789
(407) 944-4841 FAX: (407) 934-2282
www.rocketthead.com

STATE ROAD 414
MAITLAND BOULEVARD EXTENSION
UTILITY RELOCATION AND IMPROVEMENTS

SCALE 1" = 20' HORIZ. 1" = 8' VERT.	DATE	PROJECT NO.
	12-13-08	105078.004
		SHEET NO. 15
		OF 41

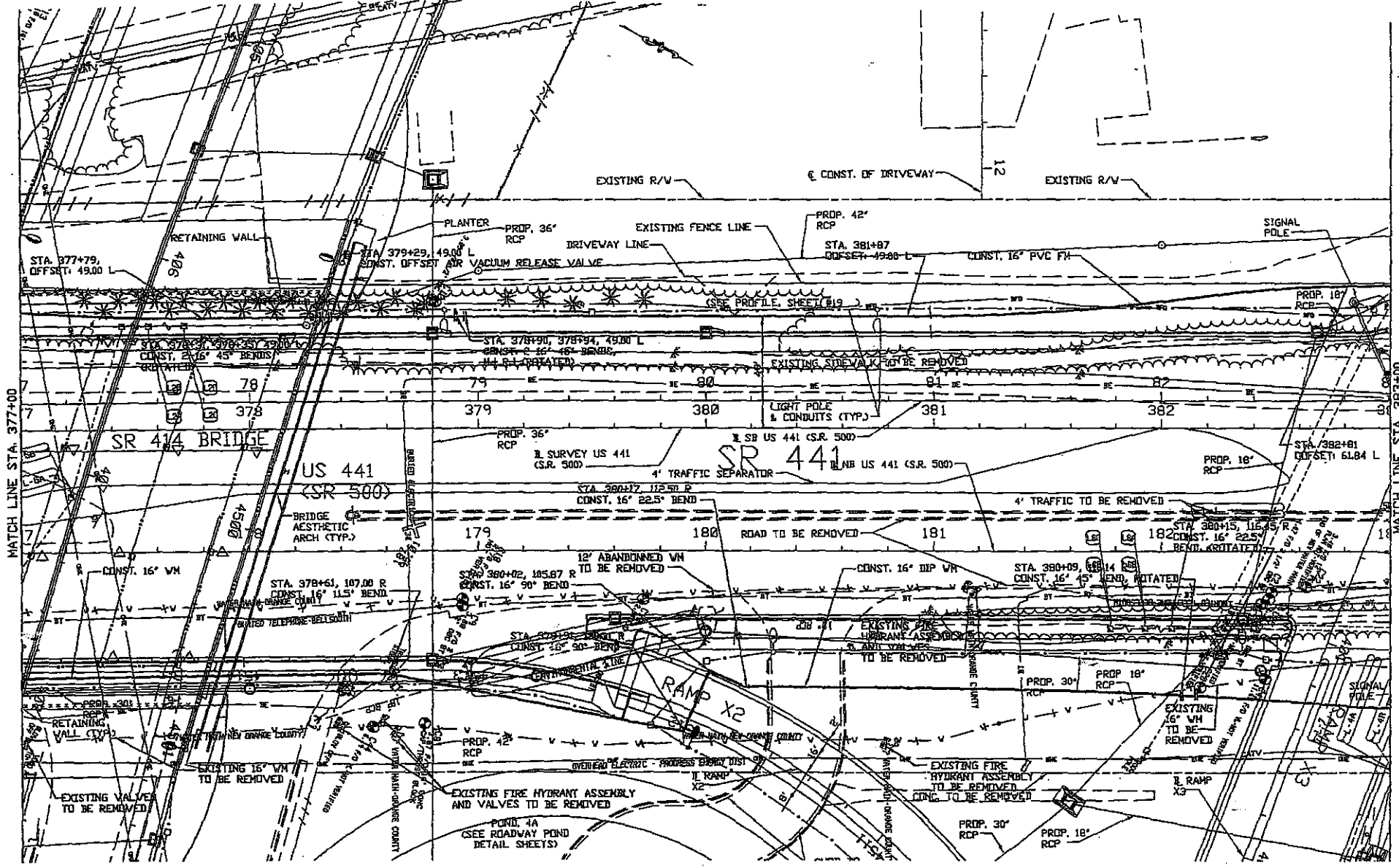


371+00	372+00	373+00	374+00	375+00	376+00	377+00
DESIGNED: MR	APPROVED:	 ROCKETT & ASSOCIATES CONSULTING / CIVIL ENGINEERS & SURVEYORS (FLA. REG.) 1404 E. Sand Dune Trail, Winter Park, Florida 32789 407.846.3881 FAX 407.846.3882 www.rockettsurveying.com		STATE ROAD 414 MAITLAND BOULEVARD EXTENSION UTILITY RELOCATION AND IMPROVEMENTS		FORCE MAIN PROFILE US 441 (SR 500) UTILITY ADJUSTMENT STA. 371+00 TO STA. 377+00
DRAWN: MR	DATE:			DATE: 12-13-08	PROJECT NO.: 103078.004	
CHECKED: R. KENT MEECH	BY APPROVED SENIOR PROJECT ENG.			SCALE: 1" = 20' HORIZ. 1" = 2' VERT.	SHEET NO. 16 OF 41	
NO.	DATE	REVISION				



371+00	372+00	373+00	374+00	375+00	376+00	377+00	
DESIGNED: M.B.	APPROVED:	 ROCKWELL & ASSOCIATES CONSULTING ENGINEERS & ARCHITECTS (FL 1341) 2400 E. Central Expressway, Suite 200, Orlando, Florida 32835 (407) 824-3800 FAX (407) 824-3805 www.rockwellandassociates.com		STATE ROAD 414 MAITLAND BOULEVARD EXTENSION UTILITY RELOCATION AND IMPROVEMENTS		DATE 12-13-06	PROJECT NO. 100078.004
DRAWN: M.B.				WATER MAIN PROFILE US 441 (CSR 500) UTILITY ADJUSTMENT STA. 371+00 TO STA. 377+00		SCALE 1" = 20' HORIZ. 1" = 2' VERT.	SHEET NO. 17
CHECKED: R. KENT VEECH	DATE:			BY APPROV. SENIOR PROJECT ENG.		OF 41	
NO.	DATE	REVISION	BY	APPROV.	DISCIPLINE		

DATE _____ DATE _____ DATE _____ DATE _____ DATE _____ DATE _____
 REV. _____ DATE _____ DATE _____ DATE _____ DATE _____ DATE _____
 PROJ. NO. _____
 DRAWN BY _____
 CHECKED BY _____
 DATE _____



DESIGNED	VLR	APPROVED	
DRAWN	SGR		
CHECKED		DATE	
BY APPROVED PROJECT ENR.	DATE	BY	DATE

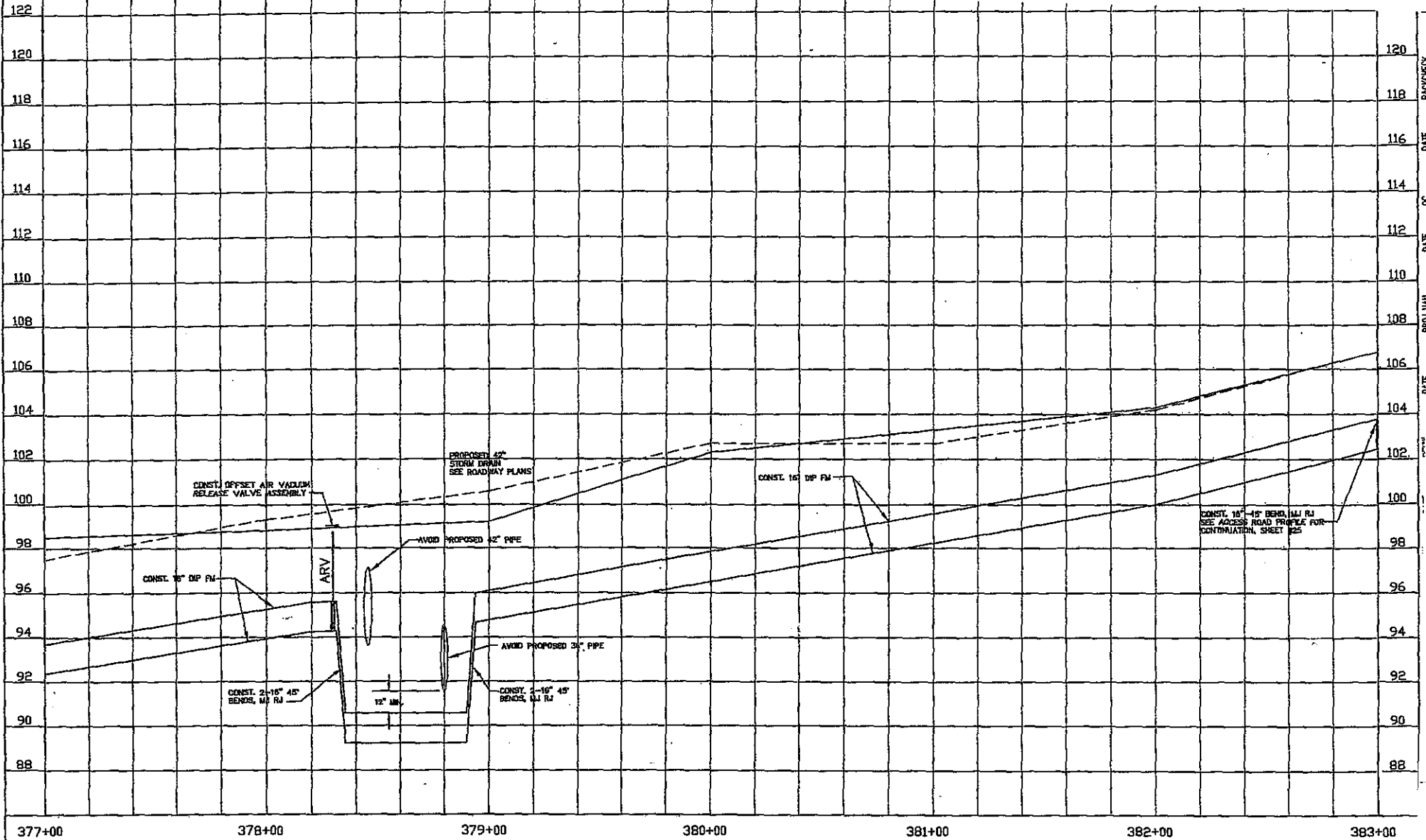
IRCA
ROCKETT & ASSOCIATES
 CONSULTING CIVIL ENGINEERS & SURVEYORS (SINCE 1944)
 1401 Lee Road, Dallas, Texas 75278
 (409) 494-8444 FAX (409) 494-8445
 www.irca-engineers.com

STATE ROAD 414
MAITLAND BOULEVARD EXTENSION
UTILITY RELOCATION AND IMPROVEMENTS

PLAN
US 441 (SR 500)
UTILITY ADJUSTMENT
STA. 377+00 TO 383+00

DATE	12-13-08	PROJECT NO.	105078.004
SCALE	1" = 20' HORIZ. 1" = 2' VERT.	SHEET NO.	18
TOTAL SHEETS	41		

DATE _____ DATE _____ DATE _____ DATE _____ DATE _____ DATE _____ DATE _____ DATE _____ DATE _____
 PROJECT NO. _____
 SHEET NO. _____
 TOTAL SHEETS _____



DATE DC DATE DATE DATE DATE
 BACKCHECK

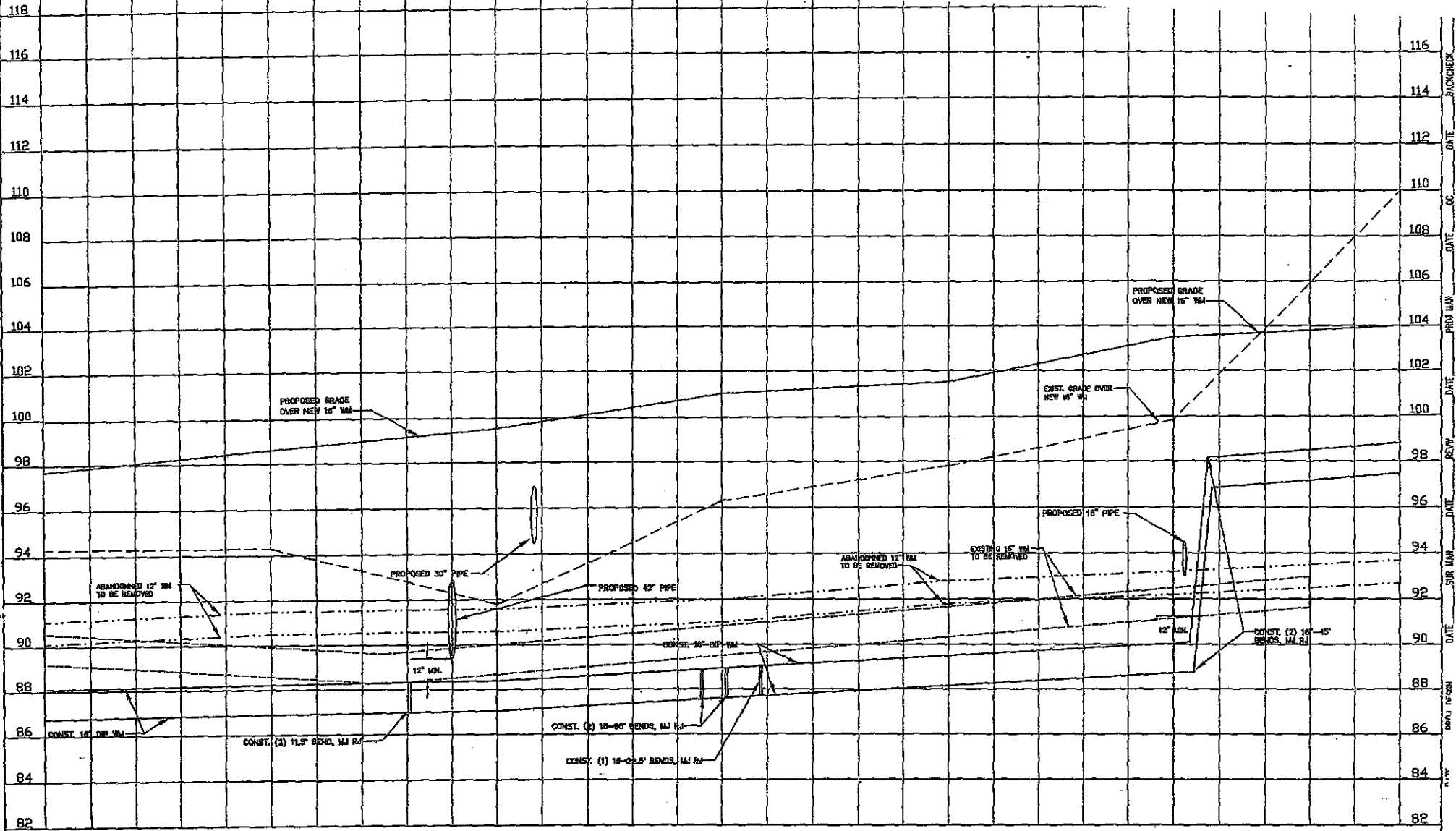
377+00 378+00 379+00 380+00 381+00 382+00 383+00

DESIGNED BY MUR	APPROVED BY R. KEAT VEECH
DRAWN BY MUR	DATE 12-13-03
CHECKED BY R. KEAT VEECH	
BY APPROVED PROJECT ENG.	R. KEAT VEECH, P.E., FLA. NO. 64101 CIVIL DESIGN INC.

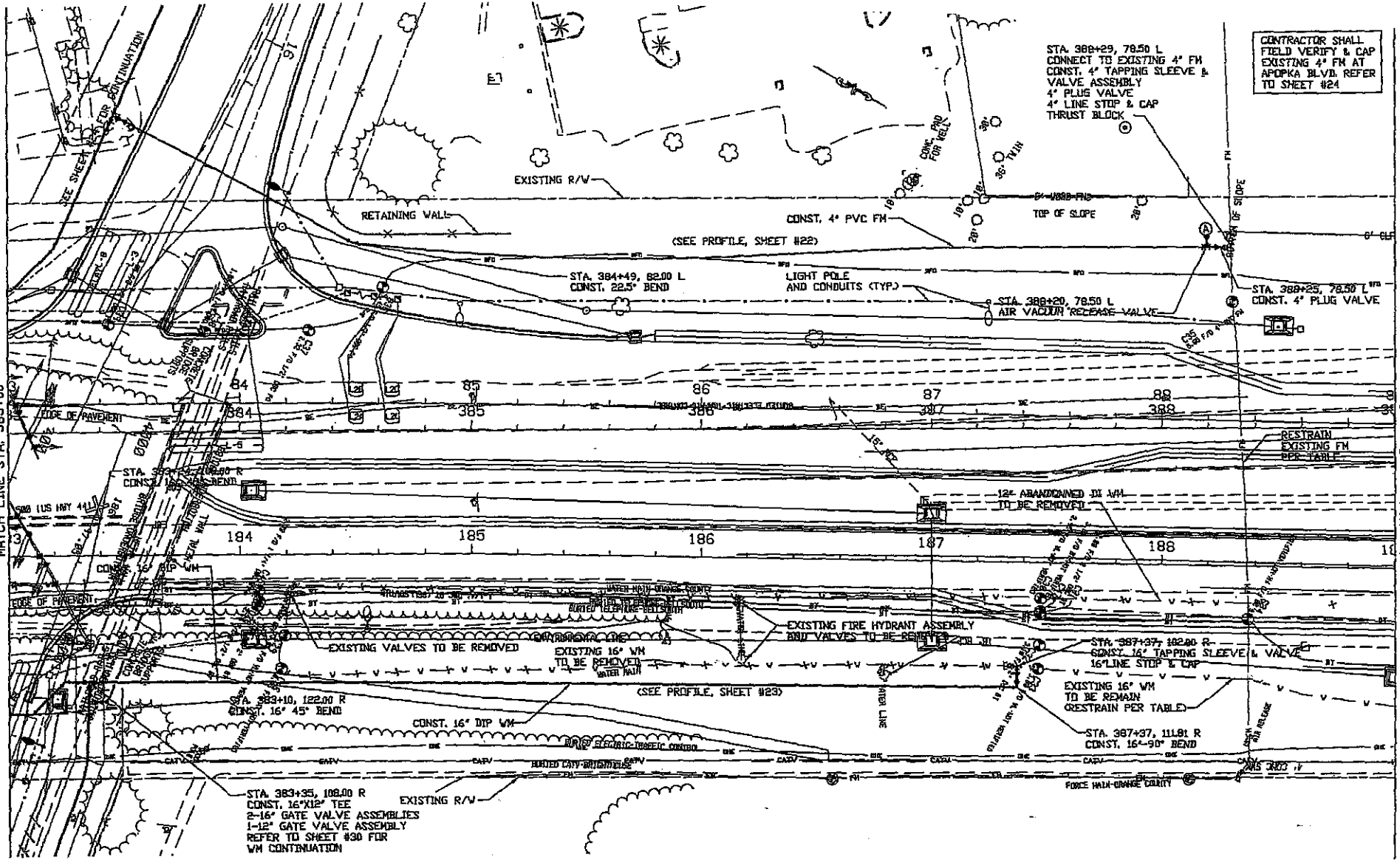


STATE ROAD 414
 MAITLAND BOULEVARD EXTENSION
 UTILITY RELOCATION AND IMPROVEMENTS

FORCE MAIN PROFILE US 441 (SR 500) UTILITY ADJUSTMENT STA. 377+00 TO STA. 383+00	DATE 12-13-03	PROJECT NO. 105076.004
SCALE 1" = 20' HORIZ. 1" = 2' VERT.	SHEET NO. 19	OF 41
RELEASE		



377+00	378+00	379+00	380+00	381+00	382+00	383+00	
DESIGNED: V.S.B.	APPROVED:	 ROCKETT & ASSOCIATES CONSULTING ENGINEERS & SURVEYORS (FLA. 340) 11857 Lee Road, Suite 300, Maitland, Florida 32751 (407) 874-0800 FAX (407) 874-2244 www.rockettsurvey.com		STATE ROAD 414 MAITLAND BOULEVARD EXTENSION UTILITY RELOCATION AND IMPROVEMENTS		WATER MAIN PROFILE US 441 (SR 500) UTILITY ADJUSTMENT STA. 377+00 TO STA. 383+00	DATE: 12-13-08 PROJECT NO.: 105076.004 SCALE: 1" = 20' HORIZ. 1" = 2' VERT. SHEET NO. 20 OF 41
DRAWN: V.S.B.	DATE:			R. KENT WEECH SENIOR PROJECT ENG.	R. KENT WEECH P.L. NO. 54101 P.E., FLORIDA	REVISIONS:	
NO.	DATE	REVISION	BY	APPROV.	SENIOR PROJECT ENG.		



CONTRACTOR SHALL FIELD VERIFY & CAP EXISTING 4" FM AT APOPKA BLVD REFER TO SHEET #24

STA. 388+29, 78.50 L
CONNECT TO EXISTING 4" FM
CONST. 4" TAPPING SLEEVE & VALVE ASSEMBLY
4" PLUG VALVE
4" LINE STOP & CAP THRUST BLOCK

STA. 384+49, 82.00 L
CONST. 22.5" BEND

LIGHT POLE AND CONDUITS (TYP.)

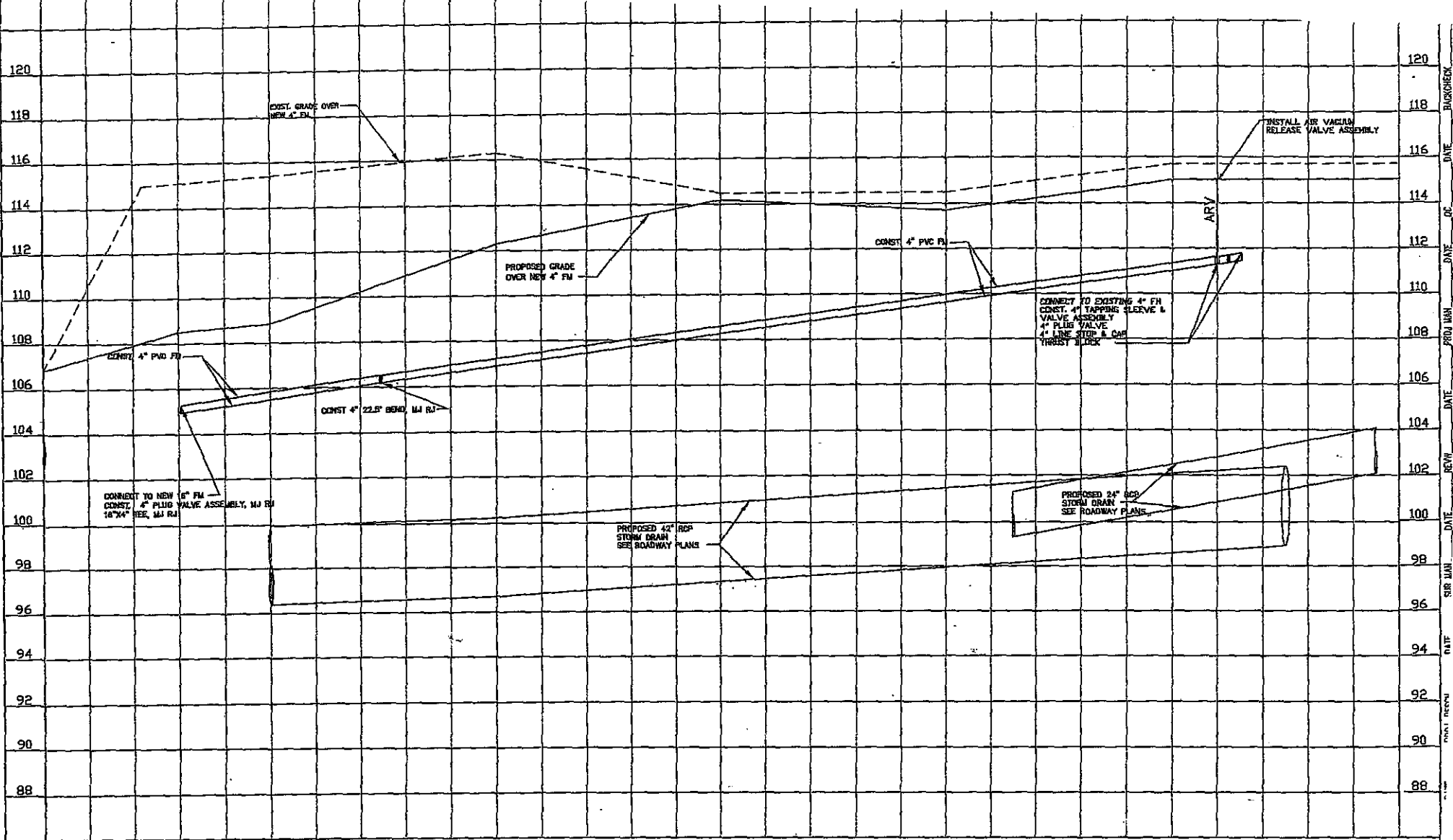
STA. 388+20, 78.50 L
AIR VACUUM RELEASE VALVE

STA. 388+25, 78.50 L
CONST. 4" PLUG VALVE

MATCH LINE STA. 383+00

MATCH LINE STA. 389+00

NO.	DATE	REVISION	BY	APPROV.	SENIOR PROJECT ENG.	 ROCKETT & ASSOCIATES CONSULTING CIVIL ENGINEERS & SURVEYORS (FLA. #13440) 1415 S. Reid Blvd. #100, Winter Park, Florida 32789 (407) 886-2666 FAX (407) 886-2668 www.rockettandassociates.com	STATE ROAD 414 MAITLAND BOULEVARD EXTENSION UTILITY RELOCATION AND IMPROVEMENTS	PLAN US 441 (CSR 500) UTILITY ADJUSTMENT STA. 383+00 TO 389+00	DATE	PROJECT NO.
									12-15-08	105078.004
								SCALE	SHEET NO.	
								1" = 20' HORIZ. 1" = 2' VERT.	41 OF 41	



383+00	384+00	385+00	386+00	387+00	388+00	389+00

DESIGNED	JLB	APPROVED	
DRAWN	MR	DATE	
BY	R. KENT YEECH	DATE	
BY	R. KENT YEECH P.L. NO. 84101	DATE	

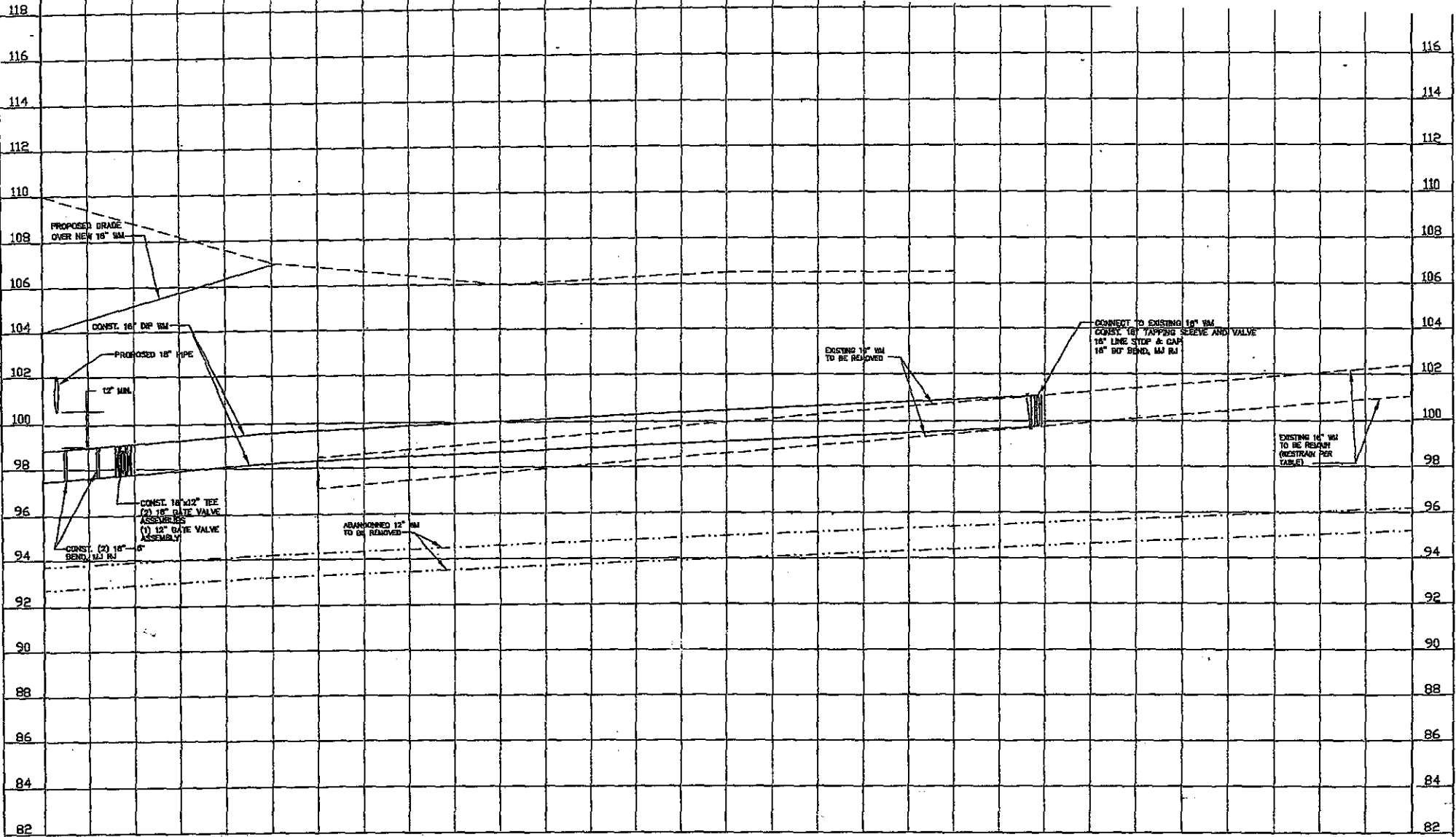
R&A
ROCKETT & ASSOCIATES
 CONSULTING CIVIL ENGINEERS & SURVEYORS (FLA. LIC. 1485)
 1485 Lee Road, Suite 126, Winter Park, Florida 32789
 (407) 944-0344 FAX (407) 944-3340
 www.rockettandassociates.com

STATE ROAD 414
 MAITLAND BOULEVARD EXTENSION
 UTILITY RELOCATION AND IMPROVEMENTS

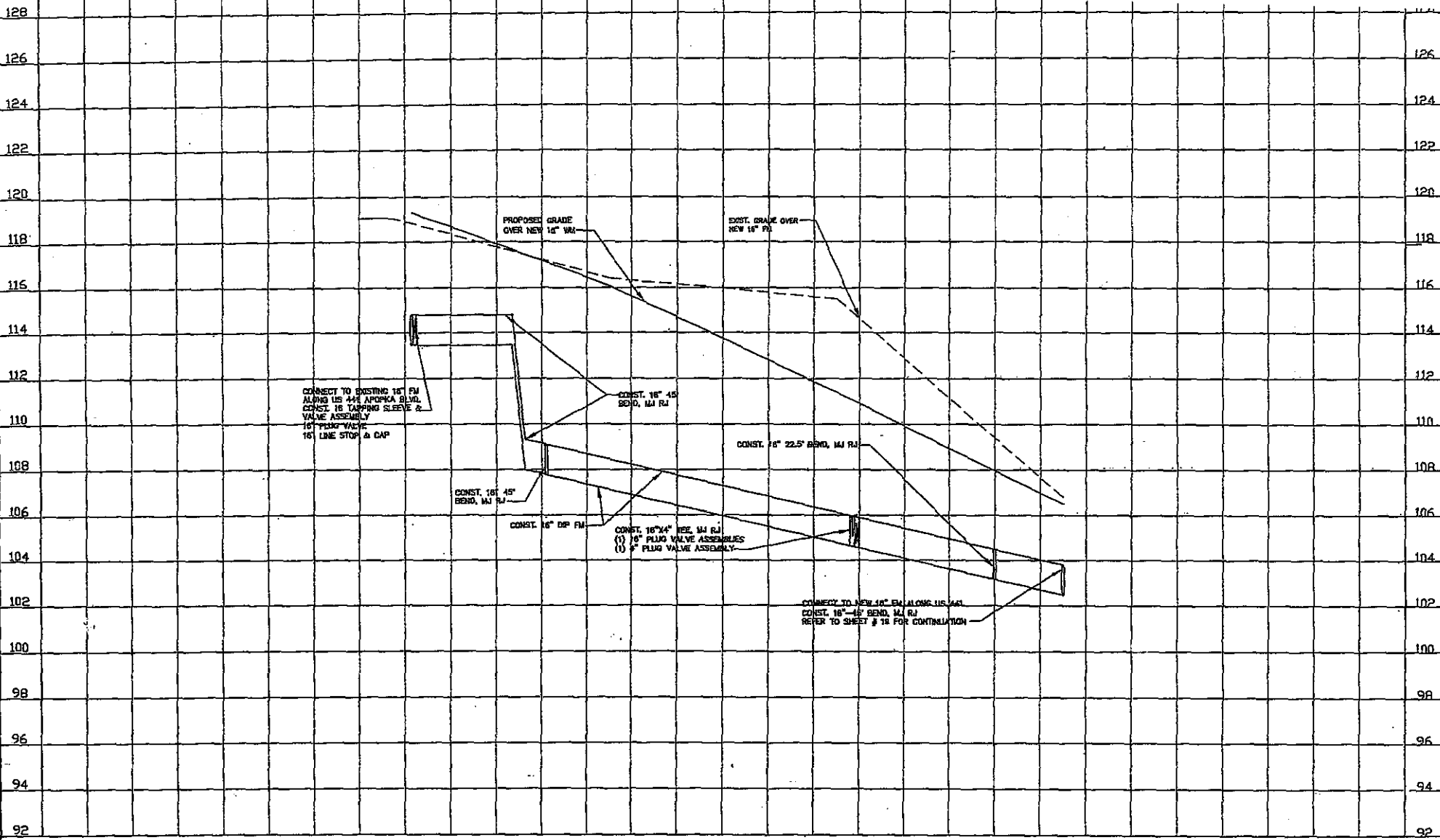
4" FORCE MAIN PROFILE
 US 441 (CSR 500)
 UTILITY ADJUSTMENT
 STA. 383+00 TO STA. 389+00

DATE	12-15-08	PROJECT NO.	105078.00+
SCALE	1" = 20' HORIZ. 1" = 2' VERT.	SHEET NO.	22
		OF	41

CHECKED: _____ DATE: _____
 DRAWN: _____ DATE: _____
 SURV: _____ DATE: _____
 PLAT: _____
 PROJ. MAN: _____



383+00	384+00	385+00	386+00	387+00	388+00	389+00
DESIGNED: VJB	APPROVED:	 ROCKETT & ASSOCIATES CONSULTING CIVIL ENGINEERS & SURVEYORS (FLA 3481) 1851 1/2 Road Lake City, Winter Park, Florida 32789 (407) 941-3884 FAX (407) 941-3888 www.rockettandassociates.com		STATE ROAD 414 MAITLAND BOULEVARD EXTENSION UTILITY RELOCATION AND IMPROVEMENTS		16" WATER MAIN PROFILE US 441 (SR 500) UTILITY ADJUSTMENT STA. 383+00 TO STA. 389+00
DRAWN: VJB				DATE: 12-13-08	PROJECT NO. 100078.004	
CHECKED: S. KENT VEICH				SCALE: 1" = 20' HORIZ. 1" = 2' VERT.	SHEET NO. 23	
BY: APPROV. SENIOR PROJECT ENGR.					OF 41	



14+00 15+00 16+00 17+00

NO.	DATE	REVISION

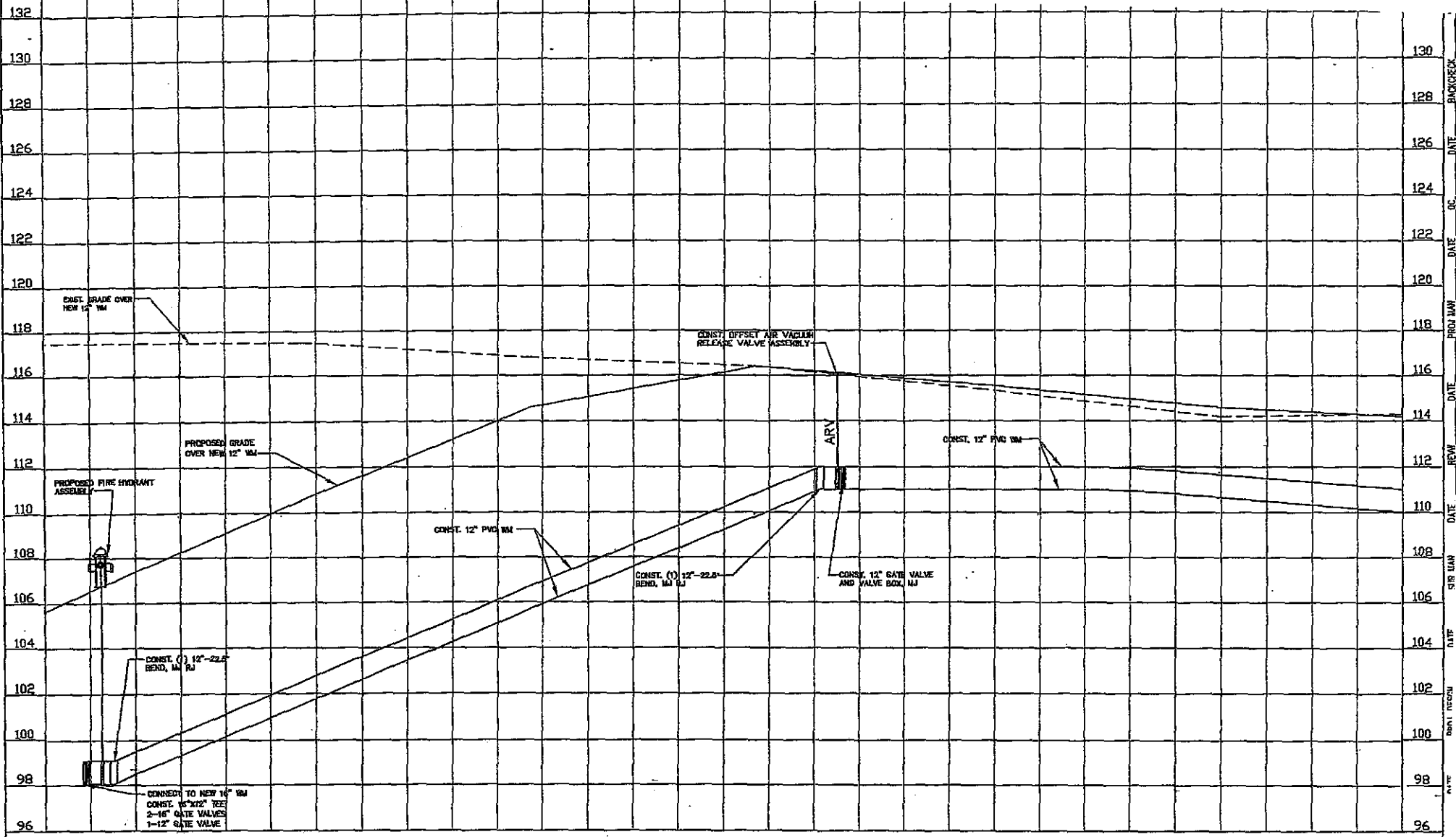
DESIGNED BY	W.D.	APPROVER
DRAWN BY	W.R.	
CHECKED BY		DATE
BY	APPROVED PROJECT ENG.	R. KENT NEEDS, P.E., No. 54101
		CIVIL ENGINEER

ROCKETT & ASSOCIATES
CONSULTING CIVIL ENGINEERS & ARCHITECTS
102 Lee Road Suite 100, Winter Park, Florida 32789
(407) 893-8881 FAX (407) 893-8882
www.rockettandassociates.com

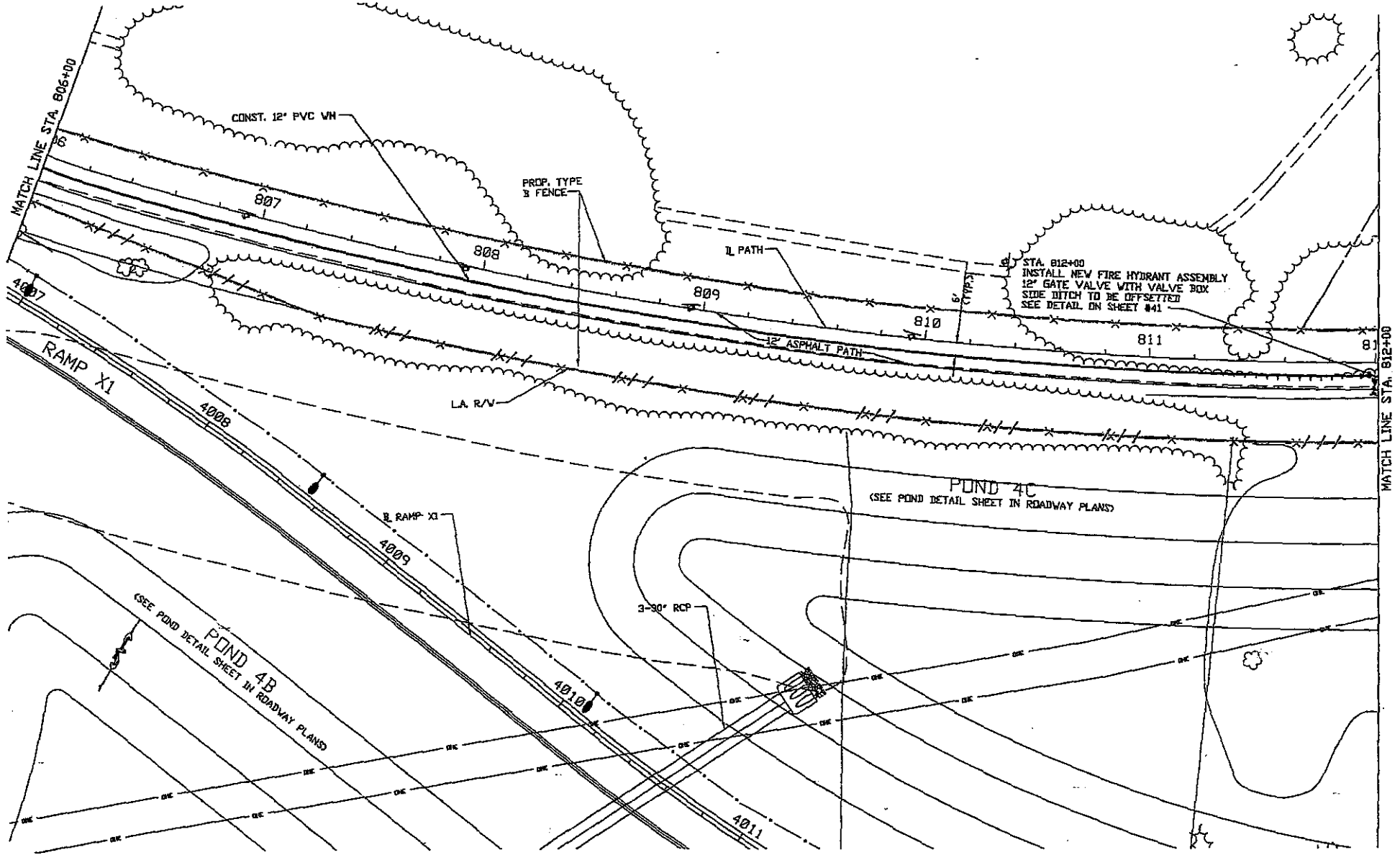
STATE ROAD 414
MAITLAND BOULEVARD EXTENSION
UTILITY RELOCATION AND IMPROVEMENTS

16" FORCE MAIN PROFILE
APOPKA BOULEVARD ACCESS ROAD
UTILITY ADJUSTMENT
STA. 14+00 TO STA. 17+85

DATE	12-13-08	PROJECT NO.	105078.004
SCALE	1" = 20' HORIZ. 1" = 2' VERT.	SHEET NO.	25
REVISED		OF	41



800+00	801+00	802+00	803+00	804+00	805+00	806+00		
DESIGNED: YLR DRAWN: WJR CHECKED: R. KEVIN WEBER BY: APPROV: SENIOR PROJECT ENGR.		APPROVED: DATE: R. KEVIN WEBER P.E. NO. 54101 CIVIL DISCIPLINE		 ROCKETT & ASSOCIATES <small>CONSULTING ENGINEERS AND ARCHITECTS (EPA 346)</small> <small>1405 Lee Road Suite 100, Walnut Creek, CA 94597</small> <small>(925) 934-3334 FAX (925) 934-3338</small> <small>www.rockettandassociates.com</small>		STATE ROAD 414 MAITLAND BOULEVARD EXTENSION UTILITY RELOCATION AND IMPROVEMENTS	12" WATER MAIN PROFILE SHARED USE PATH UTILITY ADJUSTMENT STA. 800+00 TO STA. 806+00	DATE: 12-13-08 SCALE: 1" = 20' HORIZ. 1" = 2' VERT. PROJECT NO.: 105078.004 SHEET NO.: 27 OF 41



MATCH LINE STA. 806+00
 MATCH LINE STA. 812+00
 DATE: _____
 OC: _____
 DATE: _____
 DRAWN BY: _____
 DATE: _____

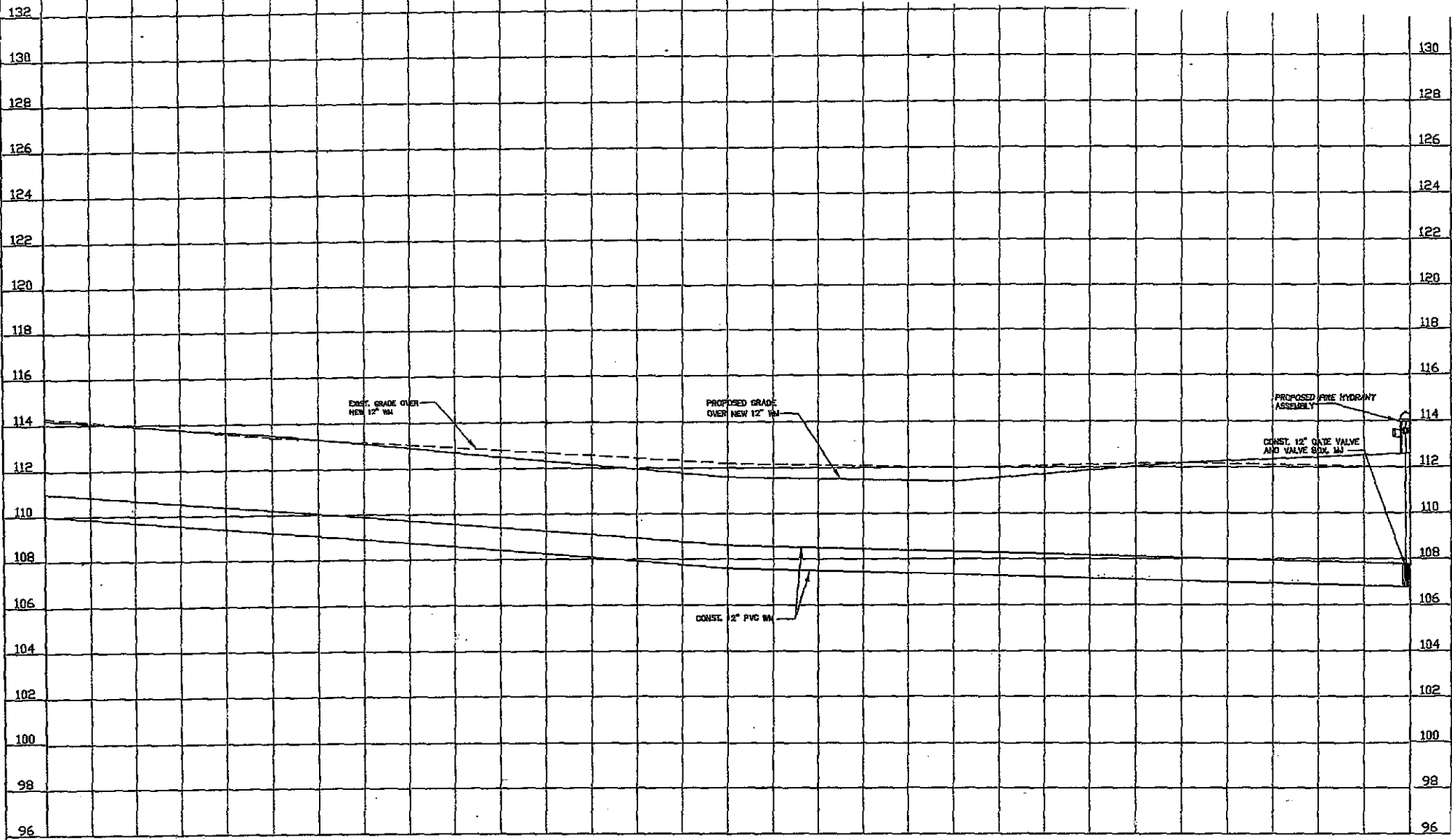
DESIGNED BY	APPROVED
DRAWN BY	
CHECKED BY	DATE
R. MONT VECH	R. MONT VECH, P.E., FLA. NO. 84101
BY (APP'R)	SENIOR PROJECT ENGR.


R&A
ROCKETT & ASSOCIATES
CONVEYERS / CIVIL / ELECTRICAL / ENVIRONMENTAL / GEOTECHNICAL
 1423 Lee Road Suite 128, Winter Park, Florida 32789
 (407) 884-3888 FAX (407) 884-3885
www.rockettpa.com

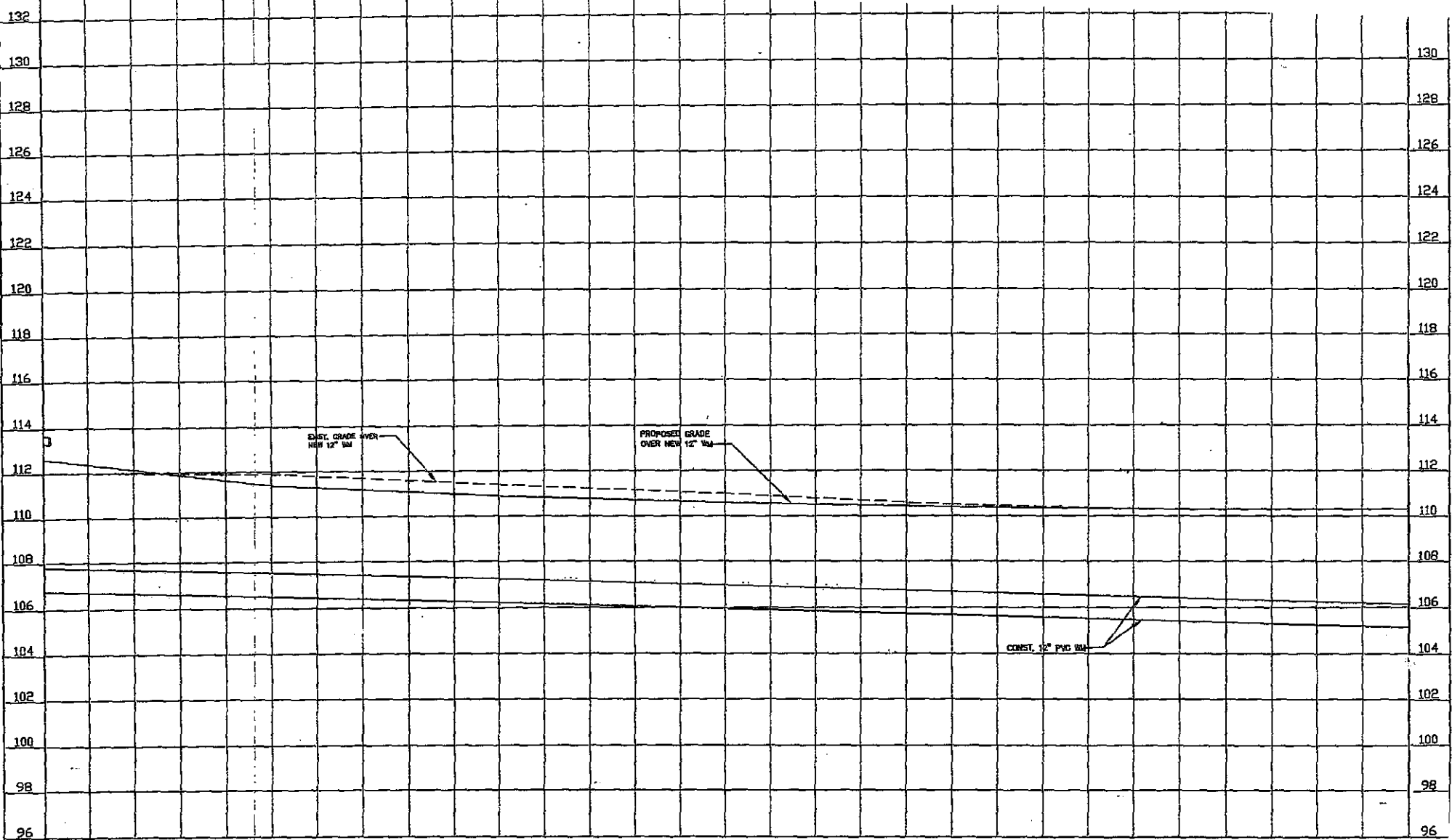
STATE ROAD 414
 MAITLAND BOULEVARD EXTENSION
 UTILITY RELOCATION AND IMPROVEMENTS


PLAN
 SHARED USE PATH
 UTILITY ADJUSTMENT
 STA. 806+00 TO STA. 812+00

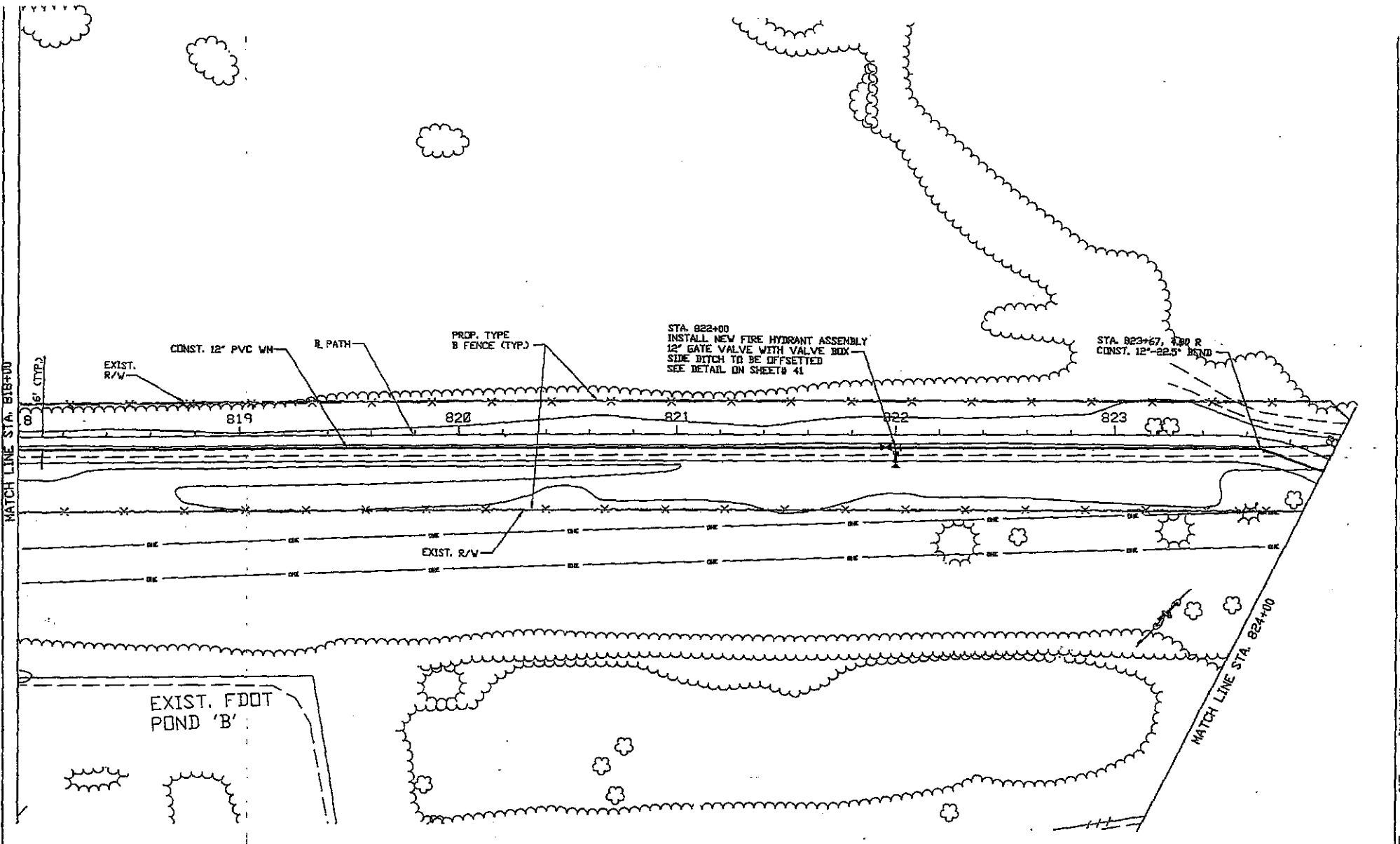
DATE	PROJECT NO.
12-13-08	105078.004
SCALE	SHEET NO.
1" = 20' HORIZ. 1" = 2' VERT.	OF 41



806+00	807+00	808+00	809+00	810+00	811+00	812+00															
<table border="1" style="font-size: 8px;"> <tr><td>DESIGNER</td><td>VJR</td><td>APPROVED</td></tr> <tr><td>DRAWN</td><td>VJR</td><td></td></tr> <tr><td>CHECKED</td><td></td><td>DATE</td></tr> <tr><td></td><td>R. VEHT VEEN</td><td>R. VEHT VEEN P.L.A. NO. 54101</td></tr> <tr><td></td><td></td><td>C.M.A. DISCIPLINE</td></tr> </table>	DESIGNER	VJR	APPROVED	DRAWN	VJR		CHECKED		DATE		R. VEHT VEEN	R. VEHT VEEN P.L.A. NO. 54101			C.M.A. DISCIPLINE			STATE ROAD 414 MAITLAND BOULEVARD EXTENSION UTILITY RELOCATION AND IMPROVEMENTS		12" WATER MAIN PROFILE SHARED USE PATH UTILITY ADJUSTMENT STA. 806+00 TO STA. 812+00	
DESIGNER	VJR	APPROVED																			
DRAWN	VJR																				
CHECKED		DATE																			
	R. VEHT VEEN	R. VEHT VEEN P.L.A. NO. 54101																			
		C.M.A. DISCIPLINE																			
NO.	DATE	REVISION	BY	APPROV.	DATE	DATE															
						12-13-08															
						SCALE 1" = 20' HORIZ. 1" = 2' VERT.															
						PROJECT NO. 105078.004															
						SHEET NO. 29															
						OF 41															



812+00	813+00	814+00	815+00	816+00	817+00	818+00		
DESIGNED: <u>Y.S.</u>	APPROVED:	 <small>CONSULTING ENGINEERS & ARCHITECTS (FLA. LIC. 3491)</small> <small>1205 Lee Road Suite 125, Winter Park, Florida 32789</small> <small>(407) 939-2884 FAX (407) 939-2887</small> <small>www.rockettandassociates.com</small>		STATE ROAD 414 MAITLAND BOULEVARD EXTENSION UTILITY RELOCATION AND IMPROVEMENTS		12" WATER MAIN PROFILE SHARED USE PATH UTILITY ADJUSTMENT STA. 812+00 TO STA. 818+00	DATE 12-13-08 SCALE 1" = 20' HORIZ. 1" = 2' VERT.	PROJECT NO. 080704804 SHEET NO. 31 OF 41
DRAWN: <u>Y.S.</u>	DATE:							
CHECKED:	BY APPROV: <u>GENOR PROJECT ENG.</u>							
DATE:	BY APPROV: <u>S. KENT VEITCH</u>							
NO.	DATE	REVISION						



NO.	DATE	REVISION	BY	APPR'D	SENIOR PROJECT ENG.	DESIGNED VLR	APPROVED
						R. KEIT VEECH <td>R. KEIT VEECH, FLA. NO. 54101 CIVIL ENGINEER</td>	R. KEIT VEECH, FLA. NO. 54101 CIVIL ENGINEER

R&A
ROCKETT & ASSOCIATES
 CONSULTING CIVIL ENGINEERS & SURVEYORS (FLA. LIC.)
 1305 Lee Road Suite 110, Winter Park, Florida 32789
 (407) 836-2884 FAX (407) 836-2885
 www.rockettsurvey.com

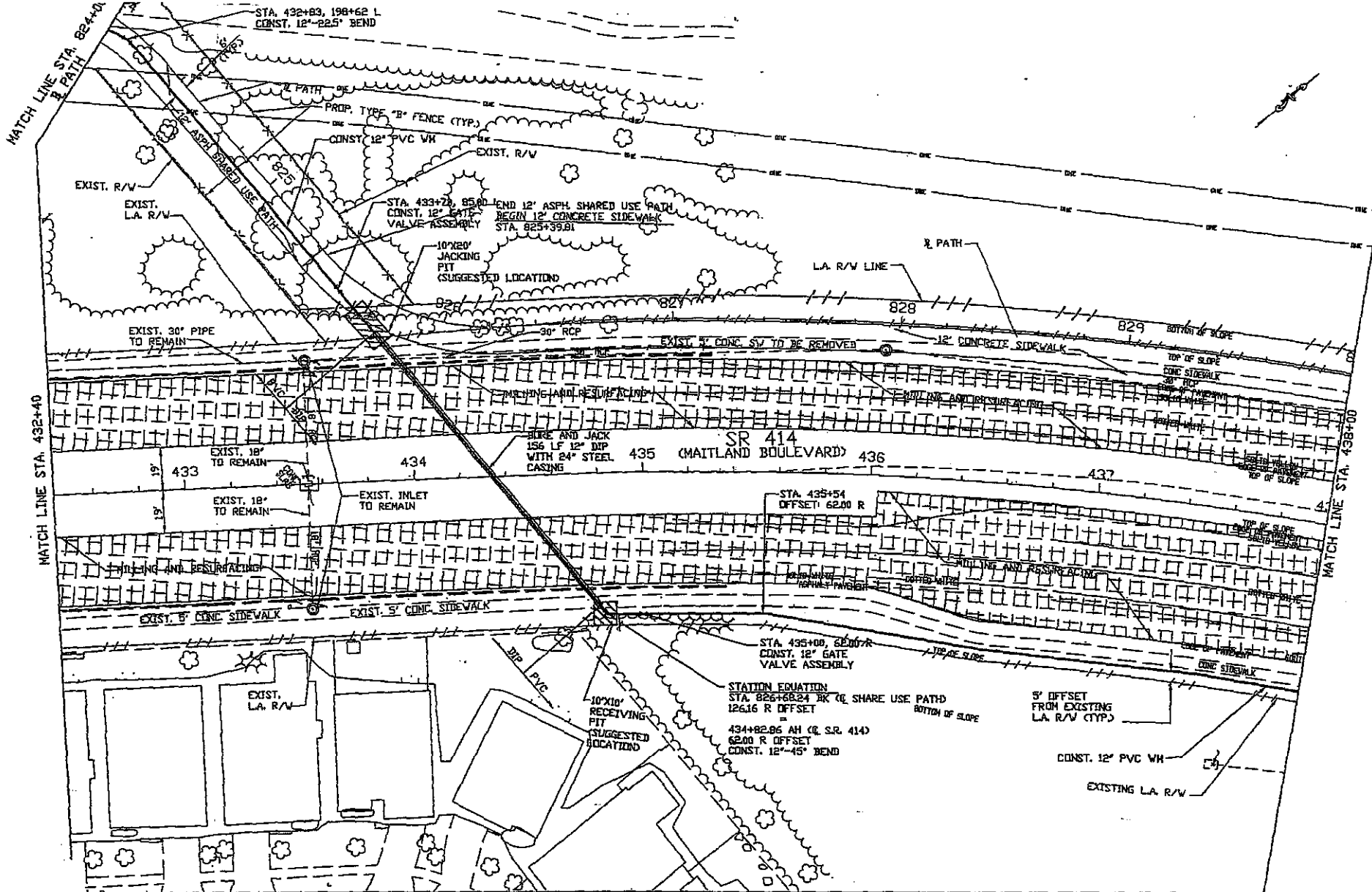
STATE ROAD 414
MAITLAND BOULEVARD EXTENSION
UTILITY RELOCATION AND IMPROVEMENTS

PLAN
SHARED USE PATH
UTILITY ADJUSTMENT
STA. 818+00 TO STA. 824+00

DATE 12-13-08	PROJECT NO. 10507E.004
SCALE 1" = 20' HORIZ. 1" = 2' VERT.	SHEET NO. 32
RELEASE	DATE 07/41

DATE _____ DATE _____ DATE _____ DATE _____ DATE _____ DATE _____
 SURV. MAN. _____ SURV. MAN. _____ SURV. MAN. _____ SURV. MAN. _____ SURV. MAN. _____ SURV. MAN. _____
 PROJ. DESGN. _____ PROJ. DESGN. _____ PROJ. DESGN. _____ PROJ. DESGN. _____ PROJ. DESGN. _____ PROJ. DESGN. _____
 DATE _____ DATE _____ DATE _____ DATE _____ DATE _____ DATE _____
 CHECK _____ CHECK _____ CHECK _____ CHECK _____ CHECK _____ CHECK _____
 DATE _____ DATE _____ DATE _____ DATE _____ DATE _____ DATE _____

STA. 432+83, 198+62 L
CONST. 12"-22.5" BEND



DESIGNED	W.B.	APPROVED	
DRAWN	K.R.		
CHECKED		DATE	
BY	R. KEAY VEICH	BY	R. KEAY VEICH P.L.A. NO. 6401
NO.	DATE	REVISION	SENIOR PROJECT ENG.

R&A ROCKETT & ASSOCIATES
 CONSULTING CIVIL ENGINEERS & SURVEYORS (P.L.A. 3441)
 1402 Lee Road Suite 100, Winter Park, Florida 32789
 (407) 841-3394 FAX (407) 841-3441
 www.rockettsurveying.com

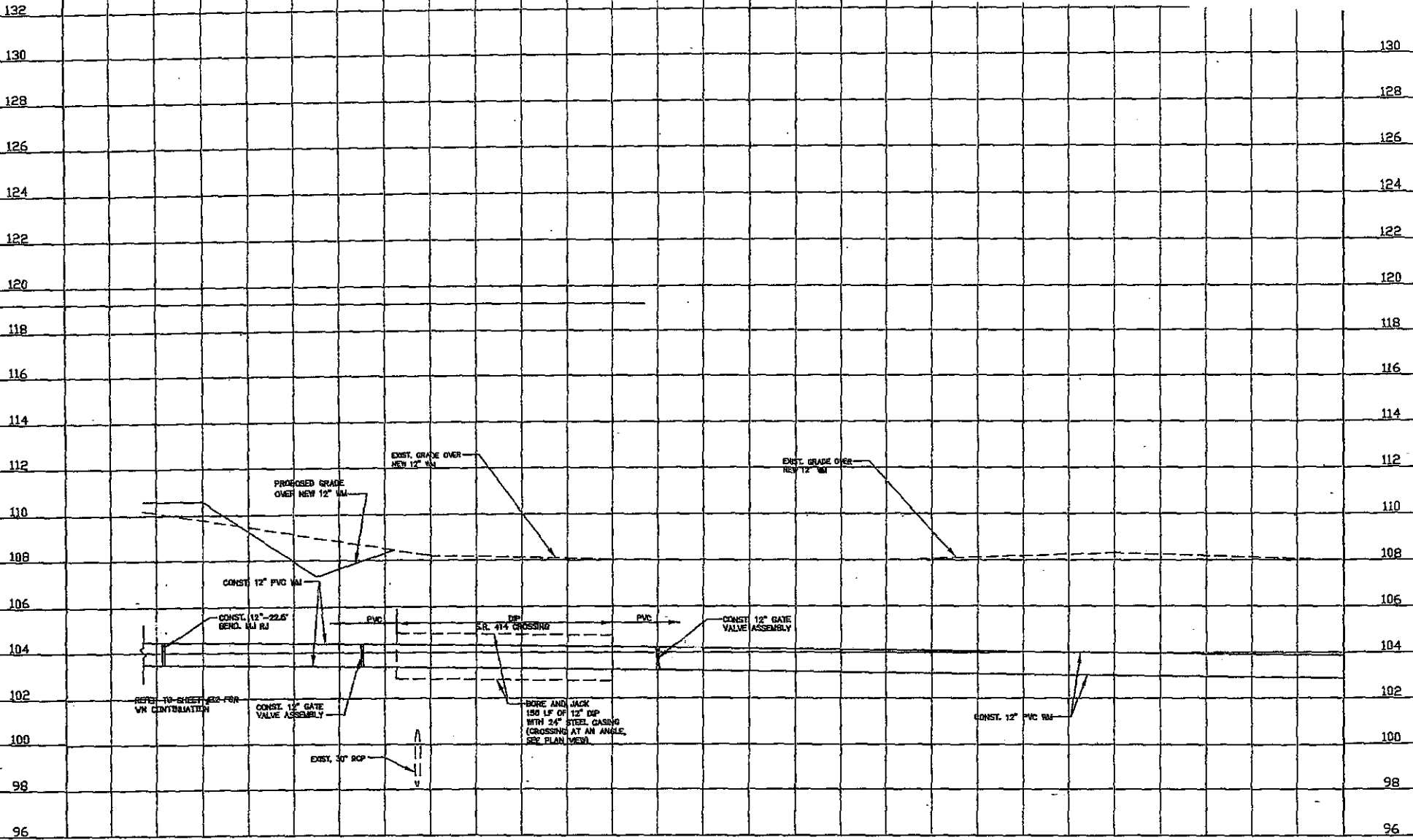
STATE ROAD 414
MAITLAND BOULEVARD EXTENSION
UTILITY RELOCATION AND IMPROVEMENTS

PLAN
SR 414
UTILITY ADJUSTMENT
STA. 432+40 TO 438+00

DATE	12-13-08	PROJECT NO.	105076L004
SCALE	1" = 20' HORIZ. 1" = 2' VERT.	SHEET NO.	34
PLANSHEET		OF	41

PROJECT REVIEWED BY: [Signature] DATE: [Blank]

PROJECT REVIEWED BY: [Signature] DATE: [Blank]



DESIGNED	V.S.	APPROVED	
DRAWN	V.S.	DATE	
CHECKED		R. KEIT VECHI	
BY	APPROV	SENIOR PROJECT ENG.	R. KEIT VECHI P.L. NO. 54101

R&A
ROCKETT & ASSOCIATES
 CONSULTING ENGINEERS & ARCHITECTS (FLA. LIC.)
 1402 Lee Road Suite 100, Winter Park, Florida 32789
 (407) 94-2844 FAX (407) 94-2845
 www.rockettandassociates.com

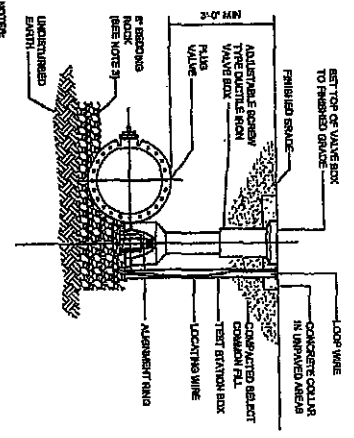
STATE ROAD 414
 MAITLAND BOULEVARD EXTENSION
 UTILITY RELOCATION AND IMPROVEMENTS

12" WATER MAIN PROFILE
 SHARED USE PATH
 UTILITY ADJUSTMENT
 STA. 432+40 TO STA. 438+00

DATE	12-13-08	PROJECT NO.	105074.004
SCALE	1" = 20' HORIZ. 1" = 2' VERT.	SHEET NO.	35
		OF	41

M:\PROJECTS\105074\105074_004\105074_004.dwg

DATE OF PRINT



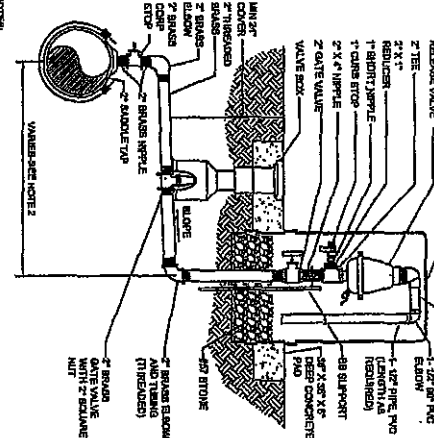
- NOTE:
1. PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INT INSTALLATION.
 2. THE LOWER ADJUSTING NUT FOR SHALL BE EXTENDED TO BE WITHIN 3\"/>

PLUG VALVE FOR WASTEWATER
FIG. 100-4, 100-5 AND 100-6

TYPE	PIPE SIZE							
	4"	6"	8"	10"	12"	14"	16"	18"
DR. BRASS	14	18	20	24	24	24	24	24
DR. BRASS	8	8	8	8	8	8	8	8
24-DR. BRASS	3	4	4	4	4	4	4	4
14-DR. BRASS	1	2	3	4	4	4	4	4
PLUG OR ANNULET OF THE VALVE	15	20	25	28	28	28	28	28

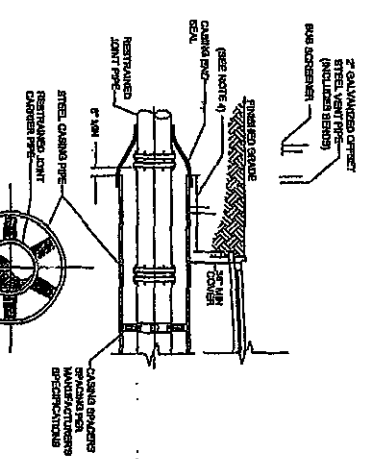
- NOTE:
1. FITTINGS SHALL BE OPERATED, CONTACT WARE, CONSUMER, UNPLATED.
 2. FITTING SHALL BE LENGTH ADJUSTED WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
 3. WHEN TYPE OR MAKE FITTING ARE TO BE USED, USE FITTING WHICH YIELDS TO THE FITTING.
 4. ALL PIPE VALVES AND THROUGH RUNS OF PIPES SHALL BE RETRIEVED.
 5. FOR PIPE ENCASED IN POLYETHYLENE, USE WALLS GIVEN IN PARENTHESIS OR OTHERWISE THE GIVEN VALUE BY A FACTOR OF 1.25.

RESTRAINED PIPE TABLE-FORCE MAINS
FIG. 100-4, 100-5 AND 100-6



- NOTE:
1. FOR WASTEWATER USE ONLY.
 2. OFFSET DISTANCE TO BE FIELD DETERMINED AND AS CLOSE TO THE RUN AS POSSIBLE.
 3. OFFSET HORIZONTAL LOCATION OF SIDEWALK, AS REQUIRED TO AVOID ANY OBSTACLES.
 4. LOCATE ANY ENCLOSURE WITHIN 3\"/>

AIR OR COMBINATION AIR-VACUUM RELEASE VALVE DETAIL-WASTEWATER
FIG. 100-4, 100-5 AND 100-6



- NOTE:
1. ALL CONSTRUCTION IS WITHIN FOOT ASSUMPTION, ADDITIONAL REQUIREMENTS OF THE UTILITY ACCOMMODATION GUIDE SHALL BE MET.
 2. DISTANCE BETWEEN SPACERS TO BE PER MANUFACTURER'S SPECIFICATION.
 3. HORIZONTAL DISTANCE BETWEEN THE MAINLINE PIPE AND THE COVER OR COVER PIPE SHALL BE AS SHOWN OR 6\"/>

BORE AND JACK DETAIL
FIG. 100-4, 100-5 AND 100-6

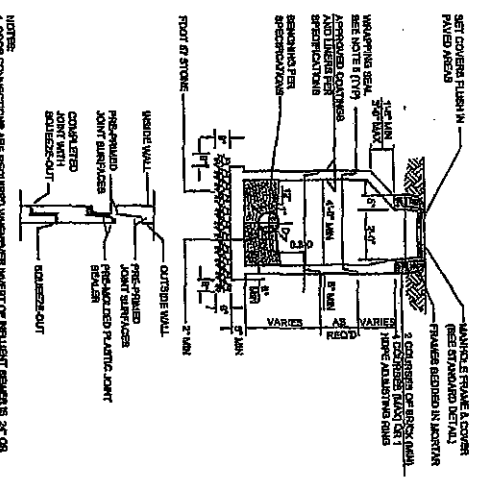
NO. DATE	ISSUED	BY	CHECKED	DATE	APPROVED
	10/15/04	J. K. GIBSON	J. K. GIBSON	10/15/04	J. K. GIBSON
PROJECT NO.		100700-000			
SHEET NO.		40			
DATE		10-13-08			
SCALE		AS SHOWN			



STATE ROAD 414
 MAINTENANCE AND IMPROVEMENTS
 UTILITY RELOCATION AND IMPROVEMENTS

CONSTRUCTION DETAILS

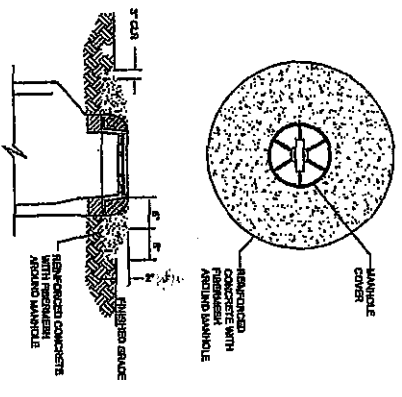
PROJECT NO.	100700-000
SHEET NO.	40
DATE	10-13-08
SCALE	AS SHOWN



NOTES:

1. GROUP CONNECTIONS ARE REQUIRED WHENEVER INVERT OR RISE DIFFERS 2'-6\"/>
- 2. A FLOW CONTROL VALVE OR CHECKVALVE IS REQUIRED TO PREVENT INFLUENT INTO FLOW STEEL.
- 3. LEFT HOLE THROUGH STRUCTURE AND NOT PERMITTED.
- 4. WATER INFLUENTIAL.
- 5. HOPE ADJUSTING RINGS MAY BE SUBSTITUTED FOR BRICK CURBS.

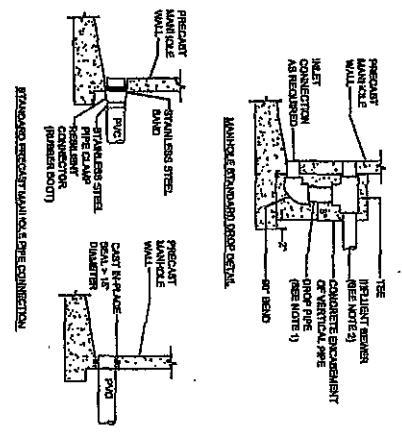
PRECAST CONCRETE MANHOLE DETAIL
(SEE DET. AND SHEET 1, 200)



NOTES:

1. REBAR AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT REBAR.
2. AN OUTSIDE DRAIN CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT LINES WHICH ARE 6\"/>
- 3. ALTERNATE WATER MAIN CONNECTION DETAILS FOR CONNECTION OF 24\"/>
- 4. REBAR BENDING DRIP CONNECTIONS ARE FORWARDED ON SEPARATE DRAWING.

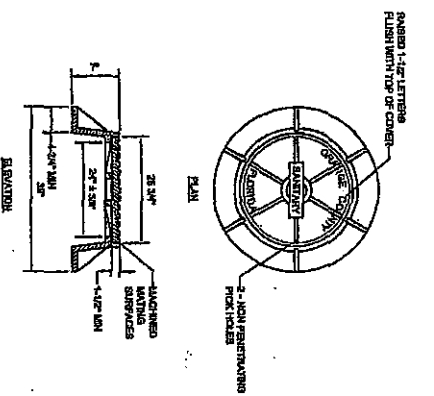
MANHOLE CONNECTION DETAILS
(SEE DET. AND SHEET 1, 200)



NOTES:

1. REBAR AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT REBAR.
2. AN OUTSIDE DRAIN CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT LINES WHICH ARE 6\"/>
- 3. ALTERNATE WATER MAIN CONNECTION DETAILS FOR CONNECTION OF 24\"/>
- 4. REBAR BENDING DRIP CONNECTIONS ARE FORWARDED ON SEPARATE DRAWING.

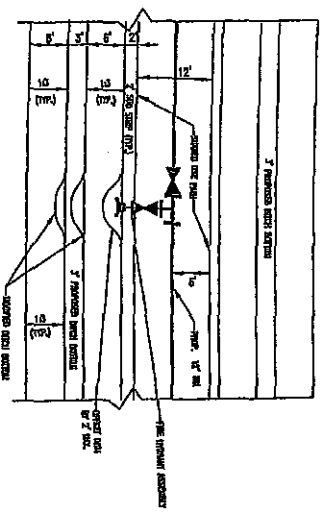
MANHOLE CONNECTION DETAILS
(SEE DET. AND SHEET 1, 200)



NOTES:

1. REBAR AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT REBAR.
2. AN OUTSIDE DRAIN CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT LINES WHICH ARE 6\"/>
- 3. ALTERNATE WATER MAIN CONNECTION DETAILS FOR CONNECTION OF 24\"/>
- 4. REBAR BENDING DRIP CONNECTIONS ARE FORWARDED ON SEPARATE DRAWING.

MANHOLE CONNECTION DETAILS
(SEE DET. AND SHEET 1, 200)



DITCH OFFSET DETAIL - ALONG SHARED USE PATH

NO.	DATE	REVISION	BY	APPROVED	DATE	SCALE	SHEET NO.
							41

DESIGNED: V.B.
DRAWN: V.B.
CHECKED: V.B.
IN CHARGE: V.B.

DATE: 12-1-08
SCALE: N.T.S.

PROJECT NO.: 15074-01-01
SHEET NO.: 41

IR & A
CONCRETE & ASSOCIATES
1342 1/2 S. MAIN ST. SUITE 200, TULSA, OK 74106
(918) 433-1111
www.irandassociates.com

STATE ROAD 414
MANTLAND BOULEVARD EXTENSION
UTILITY RELOCATION AND IMPROVEMENTS

CONSTRUCTION DETAILS

DATE	12-1-08	PROJECT NO.	15074-01-01
SCALE	N.T.S.	SHEET NO.	41

EXHIBIT "B"

Prepared By:

Robert F. Mallett, L.L.C.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

UTILITY EASEMENT

THIS UTILITY EASEMENT ("Easement Agreement") is made and entered into this day of _____, 2007 by and between the **ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida ("Grantor"), whose mailing address is 525 South Magnolia Avenue, Orlando, Florida 32801 and **ORANGE COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida ("Grantee"), whose address is P.O. Box 1393, Orlando, Florida 32802-1393.

WITNESSETH:

1. **Grant of Easement.** For and in consideration of the payment of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements as set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, Grantor hereby grants unto Grantee a perpetual non-exclusive utility easement in, through, under and upon the easement area being more particularly described on *Exhibit "A"* attached hereto and incorporated herein by this reference ("Easement Area"), for the purpose of construction, installation, operation, use, maintenance, repair and replacement from time to time of Grantee's water distribution and wastewater pipelines and appurtenant facilities ("Facilities"). Grantor hereby represents and warrants to Grantee that Grantor is lawfully seized of title, either in fee or easement, to the land encumbered by the Easement Area and has full power and authority to grant and convey this easement unto Grantee. Grantor expressly reserves the right to use the surface of the Easement Area or to grant the use thereof or easements therein to other Parties, provided that any such use and/or easement shall not materially interfere with Facilities, or Grantee's easement rights granted herein. Grantor further reserves the right, at Grantor's expense, to relocate and reconfigure the Easement Area and Facilities, provided that any such use and/or easement shall not materially interfere with the easement rights granted herein or the reasonable and effective use and operation of the Facilities.

2. **Maintenance of Easement Area.** Grantee shall cause the Easement Area and any improvements from time to time constructed in the Easement Area by Grantee, including, without limitation, the Facilities, to be maintained in good and workmanlike condition. Grantee shall, at its own expense, obtain or cause to be obtained all permits, licenses, approvals and consents necessary for any such maintenance, repair or other work in, upon, under, or over the

Easement Area. Grantee shall not make any use of the Easement Area which would weaken, diminish or impair the lateral or subjacent support to the Grantor's property, or any appurtenant improvements now or hereafter located on the Grantor's property, including, without limitation, improvement appurtenant to the John Land Apopka Expressway (S.R. 414) project.

3. **Counterpart Execution.** This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

4. **Section Headings.** The section headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Easement Agreement or the covenants, agreements, representations and warranties herein set forth, or limit the provisions or scope of any section herein.

5. **Severability.** This Easement 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.

6. **Entire Agreement; Modification and Waiver.** This Easement Agreement constitutes the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and may not be amended, waived, or discharged, except by an instrument in writing executed by Grantee and Grantor, (or their respective successors and/or assigns) which written document shall be recorded in the Public Records of Orange County, Florida. No failure of either party to exercise any power or to insist upon strict compliance with any obligation specified herein, an no custom, practice or course of dealing at variance with the terms hereof, shall constitute a waiver of such party's rights to demand exact compliance with the terms hereof.

7. **Binding Effect.** All of the terms of this Easement Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns, and legal representatives of the Parties hereto and shall inure to the benefit of and be enforceable by the Parties hereto and their respective successors, assigns and legal representatives.

8. **Governing Law.** This Easement Agreement shall be governed by and construed under the laws of the State of Florida.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement as of the day and ear first above written.

WITNESSES:

“GRANTOR”

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a public corporation of the State of Florida

Print: _____

Print: _____

By: _____

Print: _____

Title: _____

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

Legal Counsel: Broad and Cassel, Attorneys at Law

By: _____

Date: _____

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by _____ as _____ of the Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, on behalf of the OOCEA. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida (Notary Stamp Below)

"GRANTEE"

ORANGE COUNTY, FLORIDA,
By: Board of County Commissioners

By: _____
Richard T. Crotty
Orange County Mayor

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

By: _____
Deputy Clerk

Print: _____

Date: _____

EXHIBIT "C"

FDOT Utilization Permit

Pressimone



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

Oviedo Maintenance
2400 Camp Road
Oviedo, FL 32765
Telephone (407) 977-6535
Fax (407) 977-6535

STEPHANIE KOPELOUSOS
INTERIM SECRETARY

February 1, 2007

(Handwritten initials)

Mr. Andres Salcedo, P.E. - Chief Engineer
Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825

Re: SR414-Maitland Boulevard Extension-Utility Relocation and Improvements
Permit Nos. 06H593 0321 and 06H593 0323 – Sections 75020 and 75011002

Dear Mr. Salcedo:

Enclosed are Utility Work Schedules (4 sheets) that are being made a part of these permits by Addendum. Please attach a copy of these sheets to your permit packages.

Sincerely,

(Handwritten signature)

James E. Wood, Jr., P.E.
Oviedo Maintenance Engineer

JEW:bm

Enclosures

Copy: Mr. L. A. Griffin - OOCEA

OOCEAutilityworkschedulesSR500&414

FEB 1 2007
(Handwritten signature)
414-211/10

0602R '97FEB 6 PM 3:16

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

UTILITIES
1/25/2007
Page 1 of 4

Project Title: S.R. 414 Maitland Blvd. Extension	County Road Number
State Road No: 414 & 500	City Road
	Project No: 414-211
UTILITY AGENCY/OWNER (UAO): Orange County Utilities (UIHC BACKOUT SCHEDULE)	
A.	Summary of Utility Work and Execution

<u>NON-CONSTRUCTION ITEMS</u>	<u>ESTIMATED CALENDAR DAYS</u>	<u>CONSTRUCTION ITEMS</u>	<u>ESTIMATED CALENDAR DAYS</u>
Preliminary	0	Prior to OOCEA Project Construction	0
Material Procurement	0	During OOCEA Project Construction	92
Right-of-way Acquisition	0	Total	92
Other	0		
Total	0		

This document has been developed as a method for a Utility Agency/Owner (UAO) to transmit to the Orlando-Orange County Expressway Authority, the Highway Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this OOCEA project. The following data is based on OOCEA preliminary construction plans dated June 2006. Any deviation by the OOCEA or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by the OOCEA of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the OOCEA in writing prior to starting, stopping, resuming, or completing work.

During the project, the UAO shall locate their facilities within 48 hours of notice to their

Representative, Orange County Utilities Dispatch, Telephone Number, (407) 836-2777.

This UAO's Field Representative is Bhanu Engineer, Telephone Number, (407) 254-9716.

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

No changes to forms document.

Appendix "Changes to Forms Document" is attached. _____ Number of Attachment Pages.

Authorized Utility Agent:

Acceptance by OOCEA:

(Signature)
Andres Salcedo, PE
(Printed Name)
Chief Engineer
(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

UTILITIES
1/25/2007
Page 2 of 4

Project Title: S.R. 414 Maitland Blvd. Extension	County Road Number
State Road No: 414 & 441	City Road
	Project No: 414-211
UTILITY AGENCY/OWNER (UAO): Orange County Utilities (UIHC BACKOUT SCHEDULE)	
B.	Special Conditions / Constraints

Water Main

Refer to the Technical Special Provisions

In Addition:

- a) Allow 10 days minimum for FDEP clearance.
- b) Complete Removal of Orange County existing utilities along S.R. 414 (Maitland Boulevard) and S.R. 500 (US 441) per the limits shown the plans

General Note:

Total number of calendar days can be decreased by simultaneously constructing water & sanitary sewer facilities and/or by means of shift work.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

UTILITIES
1/25/2007
Page 3 of 4

Project Title: S.R. 414 Maitland Blvd. Extension		County Road Number		
State Road No: 414 & 500		City Road		
		Project No: 414-211		
UTILITY AGENCY/OWNER (UAO): Orange County Utilities (UHC BACKOUT SCHEDULE)				
C. Disposition of Facilities (List All Existing & Proposed) on Project:				
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUT IVE CALENDAR DAYS
S.R. 500 (US 441):				
STA. 371+50, 113.70 TO STA. 387+37, 102.00 R 1640 LF -16" C905 PVC WM	Construct	1,4	I	20
Tie-ins/Connect to existing	Construct	3	III	3
SHARED USE PATH:				
STA. 800+30, 6.58 R TO STA. 826+68, 126.16 R 2713 LF -12" C900 PVC WM 142 LF - 24" STEEL CASING, BORE AND JACK UNDER S.R 414	Construct	1,4	II	30
Tie-ins/Connect to existing	Construct	3	II	6
S.R. 414:				
STA. 434+83, 62.00 R TO STA. 442+80, 72.88 R 762 LF -12" C900 PVC WM	Construct	1,4	II	8
Tie-ins/Connect to existing	Construct	3	II	3
LEGEND FOR DEPENDENT ACTIVITIES:				
1- Clearing and Grubbing				
2- Retention pond rough grading				
3- Completion of proposed system				
4- Rough Grading of Area				

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

UTILITIES
1/25/2007
Page 4 of 4

Project Title: S.R. 414 Maitland Blvd. Extension		County Road Number		
State Road No: 414 & 500		City Road		
		Project No: 414-211		
UTILITY AGENCY/OWNER (UAD): Orange County Utilities (UIHC BACKOUT SCHEDULE)				
C. Disposition of Facilities (List All Existing & Proposed) on Project:				
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUTIVE CALENDAR DAYS
S.R. 500 (US 441):				
STA. 365+00, 82.69 R TO STA. 388+40, 78.50 L 2340 LF - 12" PVC WM	Remove	2	II	6
STA. 371+50, 113.70 TO STA. 387+37, 102.00 R 1500 LF - 16" PVC WM	Remove	2	IV	4
S.R. 414:				
STA. 415+06, 86.00 R TO 419+78 TO 110.60 R Remove 550 LF of 12" WM	Remove	2	III	6
STA. 407+71, 26.75 R TO STA. 415+06, 86.00 R Remove 750 LF of 12" WM	Remove	2	IV, V	6
LEGEND FOR DEPENDENT ACTIVITIES: 1- Clearing and Grubbing 4-Completion of temporary roadway 5-Completion of proposed system				

OOCEA

UTILITY PERMIT

25011007

UAG

PERMIT NO.: <u>064593 0323</u>	SECTION NO.: <u>29.00</u>	STATE ROAD <u>414</u>	COUNTY <u>Orange</u>
FDOT construction is proposed or underway.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is this work related to an approved Utility Work Schedule?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
PERMITTEE:	Orange County Utilities Department		
ADDRESS:	9150 Cury Ford Road		TELEPHONE NUMBER: (407) 254 - 9719
CITY/STATE/ZIP:	Orlando, Fl 32825		

The above PERMITTEE requests permission from the State of Florida Department of Transportation, hereinafter called the FDOT, to construct, operate and maintain the following: Construction of 710 linear feet of 8" gravity line with 3 sanitary sewer manholes to replace 2,175 linear feet gravity main, being removed, including 14 sanitary sewer manholes.
Construction of approx. 3482 linear feet of 12" PVC, along the proposed roadway Shared Use Path located North of SR 414, of which approx. 1,000 linear feet is located south of SR 414 and crossing SR 414 from sta. 433+60 to sta. 435+00.

FROM: SR 500 (US 441) MP 35.959 TO: Rose Avenue MP 36.655

Submitted for the PERMITTEE by:	R. Kent Veech, P.E., Project Manager	<i>[Signature]</i>	<u>10/31/06</u>
	Name and Title (Typed or Printed Legibly)	Signature	Date

- The Permittee declares that prior to filing this application, the location of all existing utilities that it owns or has an interest in, both aerial and underground, are accurately shown on the plans and a letter of notification was mailed on October 4, 2006 to the following utilities known to be involved or potentially impacted in the area of the proposed installation: see attached list
- The local Maintenance or Resident Engineer, hereafter referred to as the FDOT Engineer, shall be notified a minimum of forty eight (48) hours in advance prior to starting work and again immediately upon completion of work. The FDOT's Engineer is Jana Cooper, located at 2400 Camp Road, Oviedo Fl 32765, Telephone Number (407) 977-6530. The Permittee's employee responsible for MOT is _____, Telephone Number _____. (This name may be provided at the time of the forty eight (48) hour advance-notice prior to starting work).
- All work, materials, and equipment shall be subject to inspection and approval by the FDOT Engineer.
- All plans and installations shall conform to the requirements of the FDOT's UAM in effect as of the date this permit is approved by FDOT, and shall be made a part of this permit. This provision shall not limit the authority of the FDOT under Paragraph 8 of this Permit.
- This Permittee shall commence actual construction in good faith within 30 days after issuance of permit, and shall be completed within 329 days after the permitted work has begun. If the beginning date is more than sixty (60) days from the date of permit approval, the Permittee must review the permit with the FDOT Engineer to make sure no changes have occurred to the Transportation Facility that would affect the permitted construction.
- The construction and maintenance of such utility shall not interfere with the property and rights of a prior Permittee.
- It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder, except as provided in executed subordination and Railroad Utility Agreements.
- Pursuant to Section 337.403(1), Florida Statutes, any utility placed upon, under, over, or along any public road or publicly owned rail corridor that is found by FDOT to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such public road or publicly owned rail corridor shall, upon thirty (30) days written notice to the utility or its agent by FDOT, be removed or relocated by such utility at its own expense except as provided in paragraphs (a) and (b), and except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements, and shall apply to all successors and assigns for the permitted facility.
- It is agreed that in the event the relocation of said utilities are scheduled to be done simultaneously with the FDOT's construction work, the Permittee will coordinate with the FDOT before proceeding and shall cooperate with the FDOT's contractor to arrange the sequence of work so as not to delay the work of the FDOT's contractor, defend any legal claims of the FDOT's contractor due to delays caused by the Permittee's failure to comply with the approved schedule, and shall comply with all provisions of the law and the FDOT's current UAM. The Permittee shall not be responsible for delay beyond its control.
- In the case of non-compliance with the FDOT's requirements in effect as of the date this permit is approved, this permit is void and the facility will have to be brought into compliance or removed from the RAW at no cost to the FDOT, except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements. This provision shall not limit the authority of the FDOT under Paragraph 8 of this Permit.
- It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.
- During construction, all safety regulations of the FDOT shall be observed and the Permittee must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal MUTCD, as amended for highways, the requirements of the Standard Application Package for railways, including flagging services and Railroad Protective Insurance or acceptable alternative, when applicable, and the FDOT's Design Standards, Indexes 600-670, and Standard Specifications for Road and Bridge Construction, Section 102, as amended by the UAM. When a Utility deems it necessary to conduct Traffic Control activities and methods significantly different from those addressed in the above references, the Utility must submit an alternative plan signed and sealed by a licensed Florida professional engineer qualified to develop TCP in accordance with the provisions of Chapter 8 of the UAM.
- Should the Permittee be desirous of keeping its utilities in place and out of service, the Permittee, by execution of this permit acknowledges its present and continuing ownership of its utilities located between N/A and _____ within the FDOT's RAW as set forth above. Whenever the Permittee removes its facilities, it shall be at the Permittee's sole cost and expense. The Permittee, at its sole expense, shall promptly remove said out of service utilities whenever the FDOT determines said removal is in the public interest.
- In the event contaminated soil is encountered by the Utility or anyone within the permitted construction limits, the Utility shall immediately cease work and notify the FDOT. The FDOT shall coordinate with the appropriate agencies and notify the Permittee of any suspension or revocation of the permit until contamination assessment and remediation, as appropriate under Rule Chapters 62-770 and 62-730 Florida Administrative Code, has progressed to a state that all environmental regulatory agencies having jurisdiction have approved the site of the contamination for resumption of work.
- For any excavation, construction, maintenance, or support activities performed by or on behalf of the FDOT, within its RAW, the Permittee may be required by the FDOT or its agents to perform the following activities with respect to a Permittee's facilities: physically expose or direct exposure of underground facilities,

UTILITY PERMIT

- provide any necessary support to facilities and/or cover aerial facilities as deemed necessary.
16. Pursuant to Section 337.401(2), Florida Statutes, the permit shall require the permit holder to be responsible for damage resulting from the issuance of the permit. The FDOT may initiate injunctive proceedings as provided in s.120.69 to enforce provisions of this subsection or any rule or order issued or entered into pursuant thereto.
 17. Pursuant to Section 337.402, Florida Statutes, when any public road or publicly owned rail corridor is damaged or impaired in any way because of the installation, inspection, or repair of a utility located on such road or publicly owned rail corridor, the owner of the utility shall, at his or her own expense, restore the road or publicly owned rail corridor to its original condition before such damage. If the owner fails to make such restoration, the authority is authorized to do so and charge the cost thereof against the owner under the provisions of s.337.404.
 18. The Permittee shall comply with all provisions of Chapter 556, Florida Statutes, Underground Facilities Damage Prevention and Safety Act.
 19. Special FDOT Instructions: None

SEE ATTACHED

It is understood and agreed that commencement by the Permittee is acknowledgment and acceptance of the binding nature of all the above listed permit conditions and special instructions.

20. Receipt of this permit acknowledges responsibility to comply with Section 119.07(3), Florida Statutes, and UAM Chapter 4.5.2, regarding Exempt Documents and Security System Plans Requests.
21. By the below signature, the Permittee hereby represents that no change to the FDOT's standard Utility Permit form, as incorporated by reference into Rule 14-46.001, for this Utility Permit has been made which has not been previously called to the attention of the FDOT (and signified to by checking the appropriate box below) by a separate attached written document showing all changes and the written and dated approval of the FDOT Engineer. Are there attachments reflecting change/s to the standard form? NO YES If Yes, _____ pages are attached.

PERMITTEE	Andres Salcedo, P.E., Chief Engineer	SIGNATURE	<i>Andres Salcedo</i>	DATE:	11-1-06
	Name & Title of Authorized Permittee or Agent (Typed or Printed Legibly)				
APPROVED BY:	<i>James E. Wood, Jr.</i>			ISSUE DATE:	30 JAN 07
	JAMES E. WOOD, JR. P.E. District Maintenance Engineer or Designee				
	MAINTENANCE ENGINEER				

UTILITY PERMIT FINAL INSPECTION CERTIFICATION BRUCE MOTYCKA
CONTRACTS/PERMITS ENGINEER

DATE:	
DATE WORK STARTED:	
DATE WORK COMPLETED:	
INSPECTED BY:	
	(Permittee or Agent)
CHANGE APPROVED BY:	
	District Maintenance Engineer or Designee
	DATE:

I the undersigned Permittee do hereby CERTIFY that the utility construction approved by the above numbered permit was inspected and installed in accordance with the approved plans made a part of this permit and in accordance with the FDOT's current UAM. All plan changes have been approved by the FDOT's Engineer and are attached to this permit. I also certify that the work area has been left in as good or better condition than when the work was begun.

PERMITTEE:	SIGNATURE:	DATE:
Name & Title of Authorized Permittee or Agent (Typed or Printed Legibly)		

CC: District Permit Office
Permittee

SR 414-Maitland Blvd. Extension, Utility Relocation and Improvements

1)

List of utilities known to be involved or potentially impacted in the area of the proposed installation:

Orange County Utilities
City of Winter Park
Progress Energy
FPL Fibernet
Seminole County Finance
People's Gas Orlando
Adelphia Cable Communications
Bellsouth Telecommunications
Bright House Networks
City of Apopka (Water/Sewer)
OUC (Electric & Water)
Qwest Communications
Seminole County-Public Works
Seminole County W/S
Sprint-Florida, Inc.
Lake Apopka Natural Gas
Progress Energy-Transmission
OOCEA-PBS&J

**THIS PERMIT AND ATTACHEMENTS SHALL BE AT THE JOB SITE
AT ALL TIMES OF CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY**

APPLICABLE REQUIREMENTS SHOWN BELOW ARE PART OF THE PERMIT.

For work located within areas of FDOT Right-of-Way having FDOT maintained Roadway Lighting Systems and/or lighted roadway signs, the Permittee shall notify the Metro Orlando North Maintenance Office (407) 977-6530, for utility locations three (3) business days prior to construction.

Where FDOT signs, reflectors or other components thereof, will interfere with construction the Permittee shall notify the Metro Orlando North Maintenance Office (407) 977-6530, (or the office the local FDOT Construction Resident Engineer, if applicable), 48 hours in advance of starting work. All signs, reflectors, etc. will be moved or relocated by FDOT forces or the Permittee if so directed by FDOT. Any signs, reflectors, etc. damaged, destroyed, removed or relocated without FDOT authorization will be replaced or relocated as directed by FDOT at the expense of the Permittee.

Notify Sunshine One Call, (800) 432-4770, for utility locations in advance of excavations.

FLORIDA STATUTE 553.851 REQUIRES PERMITTEE TO NOTIFY THE LOCAL GAS UTILITY A MINIMUM OF 48 HOURS PRIOR TO EXCAVATION:

Florida Public Utilities	(386) 668-2600
Florida Gas Transmission	(407) 351-3549
Lake Apopka Natural Gas District	(352) 394-3480
Teco Peoples Gas	(407) 425-4662

NO LANE CLOSURES

ANY DEVEATIONS FROM THE PERMIT TRAFFIC CONTROL PLAN MUST BE APPROVED PRIOR TO CLOSING ANY LANES. TRAFFIC CONTROL SETUPS MUST BE SUPERVISED BY CERTIFIED PERSONNEL.

The Permittee is responsible for insuring that each person supervising the selection, placement and maintenance of Traffic Control Devices within work zones shall be certified by attending a FDOT approved MOT Training Course. A copy of this certification shall be submitted to FDOT upon request.

Upon notification by the FDOT of deficiencies in the Traffic Control Plan or other matters involving traffic safety, the Permittee shall immediately make improvements as directed by FDOT. Should FDOT deem conditions to be such that imminent danger is present, all work shall cease immediately until conditions are corrected.

Florida Statute 335.15 requires Permittee to notify local law enforcement agencies when one or more traveling lanes will be closed for more than two (2) hours.

Notify Metro Orlando North Maintenance, (407) 977-6530, at least 48 hours prior to starting construction or lane closures within FDOT Right-of-Way.

All disturbed areas shall be sodded in accordance with Section 575 of the FDOT Standard Specification for Road and Bridge Construction and FDOT Index 105 of the Roadway and Traffic Design Standards (latest editions).

Permittee shall furnish compaction and density test reports by a certified laboratory in accordance with FDOT requirements.

NOTICE

THE APPROVED PERMIT AND PLANS MUST BE ON THE JOBSITE BEFORE THE CONTRACTOR WILL BE ALLOWED TO WORK WITHIN THE DOT R/W, BE IT DRIVEWAY, DRAINAGE OR UTILITY IMPROVEMENTS.

THE D.O.T. INSPECTION STAFF WILL NOT ALLOW ANY WORK TO BEGIN OR CONTINUE IF ALL ACTUAL D.O.T. PERMITS ARE NOT ON SITE.

Pessimone



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

Oviedo Maintenance
2400 Camp Road
Oviedo, FL 32765
Telephone (407) 977-6535
Fax (407) 977-6535

STEPHANIE KOPELOUSOS
INTERIM SECRETARY

UAG

February 1, 2007

Mr. Andres Salcedo, P.E. - Chief Engineer
Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825

Re: SR414-Maitland Boulevard Extension-Utility Relocation and Improvements
Permit Nos. 06H593 0321 and 06H593 0323 - Sections 75020 and 75011002

Dear Mr. Salcedo:

Enclosed are Utility Work Schedules (4 sheets) that are being made a part of these permits by Addendum. Please attach a copy of these sheets to your permit packages.

Sincerely,

James E. Wood, Jr., P.E.
Oviedo Maintenance Engineer

JEW:bm

Enclosures

Copy: Mr. L. A. Griffin - OOCEA

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ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

UTILITIES
1/25/2007
Page 1 of 4

Project Title: S.R. 414 Maitland Blvd. Extension	County Road Number
State Road No: 414 & 500	City Road
Project No: 414-211	
UTILITY AGENCY/OWNER (UAO): Orange County Utilities (UIHC BACKOUT SCHEDULE)	
A. Summary of Utility Work and Execution	

<u>NON-CONSTRUCTION ITEMS</u>	<u>ESTIMATED CALENDAR DAYS</u>	<u>CONSTRUCTION ITEMS</u>	<u>ESTIMATED CALENDAR DAYS</u>
Preliminary	0	Prior to OOCEA Project Construction	0
Material Procurement	0	During OOCEA Project Construction	92
Right-of-way Acquisition	0	Total	92
Other	0		
Total	0		

This document has been developed as a method for a Utility Agency/Owner (UAO) to transmit to the Orlando-Orange County Expressway Authority, the Highway Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this OOCEA project. The following data is based on OOCEA preliminary construction plans dated June 2006. Any deviation by the OOCEA or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by the OOCEA of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the OOCEA in writing prior to starting, stopping, resuming, or completing work.

During the project, the UAO shall locate their facilities within 48 hours of notice to their

Representative, Orange County Utilities Dispatch, Telephone Number, (407) 836-2777.

This UAO's Field Representative is Bhanu Engineer, Telephone Number, (407) 254-9716.

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

No changes to forms document.

Appendix "Changes to Forms Document" is attached. _____ Number of Attachment Pages.

Authorized Utility Agent:

Acceptance by OOCEA:

(Signature)
Andres Salcedo, PE
(Printed Name)
Chief Engineer
(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 UTILITY WORK SCHEDULE

UTILITIES
 1/25/2007
 Page 2 of 4

Project Title: S.R. 414 Maitland Blvd. Extension	County Road Number
State Road No: 414 & 441	City Road
Project No: 414-211	
UTILITY AGENCY/OWNER (UAO): Orange County Utilities (UIHC BACKOUT SCHEDULE)	
B.	Special Conditions / Constraints
<p><u>Water Main</u> Refer to the Technical Special Provisions</p> <p>In Addition:</p> <ul style="list-style-type: none"> a) Allow 10 days minimum for FDEP clearance. b) Complete Removal of Orange County existing utilities along S.R. 414 (Maitland Boulevard) and S.R. 500 (US 441) per the limits shown the plans <p><u>General Note:</u> Total number of calendar days can be decreased by simultaneously constructing water & sanitary sewer facilities and/or by means of shift work.</p>	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

UTILITIES
1/25/2007
Page 3 of 4

Project Title: S.R. 414 Maitland Blvd. Extension		County Road Number		
State Road No: 414 & 500		City Road		
		Project No: 414-211		
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C. Disposition of Facilities (List All Existing & Proposed) on Project:				
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUT IVE CALENDAR DAYS
S.R. 500 (US 441):				
STA. 371+50, 113.70 TO STA. 387+37, 102.00 R 1640 LF -16" C905 PVC WM	Construct	1,4	I	20
Tie-ins/Connect to existing	Construct	3	III	3
SHARED USE PATH:				
STA. 800+30, 6.58 R TO STA. 826+68, 126.16 R 2713 LF -12" C900 PVC WM 142 LF - 24" STEEL CASING, BORE AND JACK UNDER S.R 414	Construct	1,4	II	30
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STA. 434+83, 62.00 R TO STA. 442+80, 72.88 R 762 LF -12" C900 PVC WM	Construct	1,4	II	8
Tie-ins/Connect to existing	Construct	3	II	3
LEGEND FOR DEPENDENT ACTIVITIES:				
1- Clearing and Grubbing				
2- Retention pond rough grading				
3- Completion of proposed system				
4- Rough Grading of Area				

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

UTILITIES
1/25/2007
Page 4 of 4

Project Title: S.R. 414 Maitland Blvd. Extension		County Road Number		
State Road No: 414 & 500		City Road		
		Project No: 414-211		
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C.	Disposition of Facilities (List All Existing & Proposed) on Project:			
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUTI VE CALENDAR DAYS
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STA. 415+06, 86.00 R TO 419+78 TO 110.60 R Remove 550 LF of 12" WM	Remove	2	III	6
STA. 407+71, 26.75 R TO STA. 415+06, 86.00 R Remove 750 LF of 12" WM	Remove	2	IV, V	6
LEGEND FOR DEPENDENT ACTIVITIES: 1- Clearing and Grubbing 4-Completion of temporary roadway 5-Completion of proposed system				

OOCEA

UTILITY PERMIT

PERMIT NO.:	064593 0321	SECTION NO.:	3075020	STATE ROAD	500	COUNTY	Orange
FDOT construction is proposed or underway.		<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		Financial Project ID:	
Is this work related to an approved Utility Work Schedule?		<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		If yes, Document Number:	
PERMITTEE:	Orange County Utilities Department						
ADDRESS:	9150 Curry Ford Road			TELEPHONE NUMBER: (407) 254 - 9719			
CITY/STATE/ZIP:	Orlando, FL 32825						

The above PERMITTEE requests permission from the State of Florida Department of Transportation, hereinafter called the FDOT, to construct, operate and maintain the following: Construction of approximately 1290 linear feet of 16" force main and 500 linear feet of 4" force main to reroute and remove from service 1,010 linear feet of force main (currently located on Apopka Blvd) along the west side of SR 500. Construction of 1,650 linear feet of 16" PVC water main to replace approximately 1,500 linear feet of water transmission line being affected by the roadway improvements along the East side of SR 500. The work also includes the removal of approximately 2,800 linear feet of previously abandoned 12" water main.

FROM: approx. 1300 linear feet South of SR 414	MP 6.534	TO: approx. 2000 linear feet North of SR 414	MP 7.159
Submitted for the PERMITTEE by:	R. Kent Veech, P.E., Project Manager		
	Name and Title (Typed or Printed Legibly)	Signature	Date
		<i>[Signature]</i>	10/31/06

- The Permittee declares that prior to filing this application, the location of all existing utilities that it owns or has an interest in, both aerial and underground, are accurately shown on the plans and a letter of notification was mailed on October 4, 2006 to the following utilities known to be involved or potentially impacted in the area of the proposed installation: see attached list.
- The local Maintenance or Resident Engineer, hereafter referred to as the FDOT Engineer, shall be notified a minimum of forty eight (48) hours in advance prior to starting work and again immediately upon completion of work. The FDOT's Engineer is TINA Clayton located at 2400 Camp Road, Oviedo FL 32765, Telephone Number (407) 977-6530. The Permittee's employee responsible for MOT is _____, Telephone Number _____. (This name may be provided at the time of the forty eight (48) hour advance-notice prior to starting work).
- All work, materials, and equipment shall be subject to inspection and approval by the FDOT Engineer.
- All plans and installations shall conform to the requirements of the FDOT's UAM in effect as of the date this permit is approved by FDOT, and shall be made a part of this permit. This provision shall not limit the authority of the FDOT under Paragraph 8 of this Permit.
- This Permittee shall commence actual construction in good faith within 30 days after issuance of permit, and shall be completed within 329 days after the permitted work has begun. If the beginning date is more than sixty (60) days from the date of permit approval, the Permittee must review the permit with the FDOT Engineer to make sure no changes have occurred to the Transportation Facility that would affect the permitted construction.
- The construction and maintenance of such utility shall not interfere with the property and rights of a prior Permittee.
- It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder, except as provided in executed subordination and Railroad Utility Agreements.
- Pursuant to Section 337.403(1), Florida Statutes, any utility placed upon, under, over, or along any public road or publicly owned rail corridor that is found by FDOT to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such public road or publicly owned rail corridor shall, upon thirty (30) days written notice to the utility or its agent by FDOT, be removed or relocated by such utility at its own expense except as provided in paragraphs (a) and (b), and except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements, and shall apply to all successors and assigns for the permitted facility.
- It is agreed that in the event the relocation of said utilities are scheduled to be done simultaneously with the FDOT's construction work, the Permittee will coordinate with the FDOT before proceeding and shall cooperate with the FDOT's contractor to arrange the sequence of work so as not to delay the work of the FDOT's contractor, defend any legal claims of the FDOT's contractor due to delays caused by the Permittee's failure to comply with the approved schedule, and shall comply with all provisions of the law and the FDOT's current UAM. The Permittee shall not be responsible for delay beyond its control.
- In the case of non-compliance with the FDOT's requirements in effect as of the date this permit is approved, this permit is void and the facility will have to be brought into compliance or removed from the RW at no cost to the FDOT, except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements. This provision shall not limit the authority of the FDOT under Paragraph 8 of this Permit.
- It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.
- During construction, all safety regulations of the FDOT shall be observed and the Permittee must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal MUTCD, as amended for highways, the requirements of the Standard Application Package for railways, including flagging services and Railroad Protective Insurance or acceptable alternative, when applicable, and the FDOT's Design Standards, Indexes 600-670, and Standard Specifications for Road and Bridge Construction, Section 102, as amended by the UAM. When a Utility deems it necessary to conduct Traffic Control activities and methods significantly different from those addressed in the above references, the Utility must submit an alternative plan signed and sealed by a licensed Florida professional engineer qualified to develop TCP in accordance with the provisions of Chapter 8 of the UAM.
- Should the Permittee be desirous of keeping its utilities in place and out of service, the Permittee, by execution of this permit acknowledges its present and continuing ownership of its utilities located between N/A and _____ within the FDOT's RW as set forth above. Whenever the Permittee removes its facilities, it shall be at the Permittee's sole cost and expense. The Permittee, at its sole expense, shall promptly remove said out of service utilities whenever the FDOT determines said removal is in the public interest.
- In the event contaminated soil is encountered by the Utility or anyone within the permitted construction limits, the Utility shall immediately cease work and notify the FDOT. The FDOT shall coordinate with the appropriate agencies and notify the Permittee of any suspension or revocation of the permit until contamination assessment and remediation, as appropriate under Rule Chapters 62-770 and 62-730 Florida Administrative Code, has progressed to a state that all environmental regulatory agencies having jurisdiction have approved the site of the contamination for resumption of work.
- For any excavation, construction, maintenance, or support activities performed by or on behalf of the FDOT, within its RW, the Permittee may be required by

UTILITY PERMIT

- the FDOT or its agents to perform the following activities with respect to a Permittee's facilities: physically expose or direct exposure of underground facilities, provide any necessary support to facilities and/or cover aerial facilities as deemed necessary.
16. Pursuant to Section 337.401(2), Florida Statutes, the permit holder shall be responsible for damage resulting from the issuance of the permit. The FDOT may initiate injunctive proceedings as provided in s. 120.69 to enforce provisions of this subsection or any rule or order issued or entered into pursuant thereto.
 17. Pursuant to Section 337.402, Florida Statutes, when any public road or publicly owned rail corridor is damaged or impaired in any way because of the installation, inspection, or repair of a utility located on such road or publicly owned rail corridor, the owner of the utility shall, at his or her own expense, restore the road or publicly owned rail corridor to its original condition before such damage. If the owner fails to make such restoration, the authority is authorized to do so and charge the cost thereof against the owner under the provisions of s. 337.404.
 18. The Permittee shall comply with all provisions of Chapter 556, Florida Statutes, Underground Facilities Damage Prevention and Safety Act.
 19. Special FDOT Instructions: None

SEE ATTACHED

It is understood and agreed that commencement by the Permittee is acknowledgment and acceptance of the binding nature of all the above listed permit conditions and special instructions.

20. Receipt of this permit acknowledges responsibility to comply with Section 119.07(3), Florida Statutes, and UAM Chapter 4.5.2, regarding Exempt Documents and Security System Plans Requests.
21. By the below signature, the Permittee hereby represents that no change to the FDOT's standard Utility Permit form, as incorporated by reference into Rule 14-46.001, for this Utility Permit has been made which has not been previously called to the attention of the FDOT (and signified to by checking the appropriate box below) by a separate attached written document showing all changes and the written and dated approval of the FDOT Engineer. Are there attachments reflecting change/s to the standard form? NO YES If Yes, _____ pages are attached.

PERMITTEE	Andres Salgado, P.E., Chief Engineer	SIGNATURE	<i>Andres Salgado</i>	DATE:	11-1-06
	Name & Title of Authorized Permittee or Agent (Typed or Printed Legibly)				
APPROVED BY:	<i>James E. Wood, Jr.</i>			ISSUE DATE:	30 JAN 07
					District Maintenance Engineer or Designee

JAMES E. WOOD, JR., P.E.
MAINTENANCE ENGINEER

BRUCE MOTYCKA
CONTRACTS/PERMITS ENGINEER

UTILITY PERMIT FINAL INSPECTION CERTIFICATION

DATE:	
DATE WORK STARTED:	
DATE WORK COMPLETED:	
INSPECTED BY:	
	(Permittee or Agent)
CHANGE APPROVED BY:	
	District Maintenance Engineer or Designee
	DATE:

I the undersigned Permittee do hereby CERTIFY that the utility construction approved by the above numbered permit was inspected and installed in accordance with the approved plans made a part of this permit and in accordance with the FDOT's current UAM. All plan changes have been approved by the FDOT's Engineer and are attached to this permit. I also certify that the work area has been left in as good or better condition than when the work was begun.

PERMITTEE:	SIGNATURE:	DATE:
Name & Title of Authorized Permittee or Agent (Typed or Printed Legibly)		

CC: District Permit Office
Permittee

SR 414-Maitland Blvd. Extension, Utility Relocation and Improvements

1)

List of utilities known to be involved or potentially impacted in the area of the proposed installation:

Orange County Utilities
City of Winter Park
Progress Energy
FPL Fibernet
Seminole County Finance
People's Gas Orlando
Adelphia Cable Communications
Bellsouth Telecommunications
Bright House Networks
City of Apopka (Water/Sewer)
OUC (Electric & Water)
Qwest Communications
Seminole County-Public Works
Seminole County W/S
Sprint-Florida, Inc.
Lake Apopka Natural Gas
Progress Energy-Transmission
OOCEA-PBS&J

**THIS PERMIT AND ATTACHEMENTS SHALL BE AT THE JOB SITE
AT ALL TIMES OF CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY**

APPLICABLE REQUIREMENTS SHOWN BELOW ARE PART OF THE PERMIT.

For work located within areas of FDOT Right-of-Way having FDOT maintained Roadway Lighting Systems and/or lighted roadway signs, the Permittee shall notify the Metro Orlando North Maintenance Office (407) 977-6530, for utility locations three (3) business days prior to construction.

Where FDOT signs, reflectors or other components thereof, will interfere with construction the Permittee shall notify the Metro Orlando North Maintenance Office (407) 977-6530, (or the office the local FDOT Construction Resident Engineer, if applicable), 48 hours in advance of starting work. All signs, reflectors, etc. will be moved or relocated by FDOT forces or the Permittee if so directed by FDOT. Any signs, reflectors, etc. damaged, destroyed, removed or relocated without FDOT authorization will be replaced or relocated as directed by FDOT at the expense of the Permittee.

Notify Sunshine One Call, (800) 432-4770, for utility locations in advance of excavations.

**FLORIDA STATUTE 553.851 REQUIRES PERMITTEE TO NOTIFY THE LOCAL GAS UTILITY A
MINIMUM OF 48 HOURS PRIOR TO EXCAVATION:**

Florida Public Utilities	(386) 668-2600
Florida Gas Transmission	(407) 351-3549
Lake Apopka Natural Gas District	(352) 394-3480
Teco Peoples Gas	(407) 425-4662

NO LANE CLOSURES

**ANY DEVEATIONS FROM THE PERMIT TRAFFIC CONTROL PLAN MUST BE APPROVED
PRIOR TO CLOSING ANY LANES. TRAFFIC CONTROL SETUPS MUST BE SUPERVISED
BY CERTIFIED PERSONNEL.**

The Permittee is responsible for insuring that each person supervising the selection, placement and maintenance of Traffic Control Devices within work zones shall be certified by attending a FDOT approved MOT Training Course. A copy of this certification shall be submitted to FDOT upon request.

Upon notification by the FDOT of deficiencies in the Traffic Control Plan or other matters involving traffic safety, the Permittee shall immediately make improvements as directed by FDOT. Should FDOT deem conditions to be such that imminent danger is present, all work shall cease immediately until conditions are corrected.

Florida Statute 335.15 requires Permittee to notify local law enforcement agencies when one or more traveling lanes will be closed for more than two (2) hours.

Notify Metro Orlando North Maintenance, (407) 977-6530, at least 48 hours prior to starting construction or lane closures within FDOT Right-of-Way.

All disturbed areas shall be sodded in accordance with Section 575 of the FDOT Standard Specification for Road and Bridge Construction and FDOT Index 105 of the Roadway and Traffic Design Standards (latest editions).

Permittee shall furnish compaction and density test reports by a certified laboratory in accordance with FDOT requirements.

NOTICE

THE APPROVED PERMIT AND PLANS MUST BE ON THE JOBSITE BEFORE THE CONTRACTOR WILL BE ALLOWED TO WORK WITHIN THE DOT R/W, BE IT DRIVEWAY, DRAINAGE OR UTILITY IMPROVEMENTS.

THE D.O.T. INSPECTION STAFF WILL NOT ALLOW ANY WORK TO BEGIN OR CONTINUE IF ALL ACTUAL D.O.T. PERMITS ARE NOT ON SITE.

EXHIBIT "D"

OOCEA Utilization Permit

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
UTILITY PERMIT

Permit No. _____ Section No. _____ Road John Land Apopka Expressway County Orange
Permittee _____
Address _____ Telephone Number _____

Requesting permission from the Orlando-Orange County Expressway Authority, hereinafter called the OOCEA, to construct, operate and maintain _____

FROM: _____ TO: _____

Submitted for Permittee by: _____
Type Name & Title Signature

OOCEA construction is proposed or underway: No Yes W.P.I. No. _____

Recommended for approval by: _____
Type Name & Title Signature Date

Approved by: _____
Type Name & Title Issue Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans. A letter of notification was mailed on _____ to the following utility owners.

2. OOCEA shall be notified forty-eight (48) hours prior to starting work and again immediately upon completion of work. The PERMITTEE's employee responsible for Maintenance of Traffic is _____
Telephone Number _____ (This name may be provided at the time of the 48 hour notice prior to starting work.)
3. All work, materials, and equipment shall be subject to inspection by OOCEA and shall meet OOCEA standards and shall be performed in accordance with the plans approved by OOCEA and made a part of this Permit.
4. All plans and installations shall conform to the requirements of the Florida Department of Transportation ("FDOT") Utility Accommodation Manual in effect as of the date of this Permit, and shall be made a part of this Permit. This provision shall not limit the authority of the OOCEA under Paragraph 8 of this Permit.
5. This PERMITTEE shall commence actual construction in good faith within ___ days after issuance of Permit, and shall be completed within ___ days after Permit work has begun. If the beginning date is more than 60 days from date of Permit approval, then PERMITTEE must review the Permit with OOCEA to make sure no changes have occurred in the John Land Apopka Expressway that would affect the permitted construction.
6. The construction and maintenance of such utility shall not interfere with the property and rights of a prior PERMITTEE.
7. It is expressly stipulated that this Permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this Permit shall not operate to create or vest any property right in said holder.
8. Whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of the S.R. 414 right of way or improvements appurtenant thereto as determined by the OOCEA, any or all utilities and appurtenances authorized hereunder shall be promptly removed from the right of way or reset or relocated thereon as required by the OOCEA and at the expense of the PERMITTEE, except for reimbursement rights set forth in any previously executed subordination agreement(s) between OOCEA and PERMITTEE.
9. It is agreed that in the event the relocation of said utilities are scheduled to be done simultaneously with OOCEA's construction work, the PERMITTEE will coordinate with the OOCEA before proceeding and shall cooperate with the OOCEA's contractor to arrange the sequence of work so as not to delay the work of the OOCEA's contractor, defend any legal claims of the OOCEA's contractor due to delays caused by the PERMITTEE's failure to comply with the approved schedule, and shall comply with all provisions of the law and the OOCEA's current standards. The PERMITTEE shall not be responsible for delays beyond its control.
10. In the case of non-compliance with OOCEA's requirements in effect as of the date this Permit is approved by OOCEA, this Permit is void and the facility will have to be brought into compliance or removed from the right of way at no cost to the OOCEA. This provision shall not limit the authority of OOCEA under Paragraph 8 of this Permit.

- 11. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of OOCEA's right, title and interest in the land to be entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of an indemnify, defend, and save harmless OOCEA from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said PERMITTEE of the aforesaid rights and privileges.
- 12. During construction, repair or replacement of any utilities and appurtenances authorized hereunder, all safety regulations of OOCEA shall be observed and the PERMITTEE must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways, the requirements of the standard application package for railways, including flagging services and railroad protective insurance, or acceptable alternative, when applicable, and the FDOT's and/or OOCEA's latest roadway and traffic design standards and standard specifications for road and bridge construction, as amended.
- 13. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this Permit acknowledges its present and continuing ownership of its utilities located between _____ and _____ within OOCEA's right-of-way as set forth above. PERMITTEE, at its sole expense, shall promptly remove said out of service utilities whenever OOCEA determines said removal is in the public interest.
- 14. Special instructions: _____

It is understood and agreed that commencement by the PERMITTEE is acknowledgement and acceptance of the binding nature of these special instructions.

UTILITY PERMIT FINAL INSPECTION REPORT

Date: _____

Date Work Started: _____

Date Work Completed: _____

Inspected By: _____

Remarks: _____

I, the undersigned, do hereby CERTIFY that the utility construction approved by the above numbered Permit was installed in accordance with the approved plans made a part of this Permit. All plan changes should be approved by OOCEA and attached to this Permit.

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

EXHIBIT "E"

Bid Tabulation

OOCEA PROJECT 414-211
S.R. 414 (JOHN LAND APOPKA EXPRESSWAY)

BID TABULATION - BID OPENING MARCH 8, 2007

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	HUBBARD CONSTRUCTION	
				UNIT PRICE	TOTAL COST
EXPRESSWAY AUTHORITY RESPONSIBILITY					
OVERLAND ROAD 12" WM RELOCATION					
1050-16-004OR	UTILITY PIPE, REMOVE & DISPOSE	320	LF	\$15.00	\$4,800.00
1080-16-42OR	UTILITY FIXTURES, REMOVE BACKFLOW PREVENTER ASSEMBLY	1	EA	\$800.00	\$800.00
1080-101-11OR	MISCELLANEOUS FIXTURES, 12" LINE STOPPING ASSEMBLY (F&I)	2	EA	\$10,000.00	\$20,000.00
1080-156-11OR	12" PIPE (PVC)(F&I)(RESTRAINED)(C-900)	370	LF	\$100.00	\$37,000.00
1610-132-11OR	12" ELBOWS(F&I)(PVC)	4	EA	\$600.00	\$2,400.00
1610-137-11OR	12" CAPS (F&I)	2	EA	\$1,500.00	\$3,000.00
1637-111-211OR	12" TAPPING SLEEVE AND VALVE (F&I) (PVC)	2	EA	\$10,000.00	\$20,000.00
APOPKA BLVD. 16" FM RELOCATION - PARTIALLY ON US 441					
1050-16-004AB	UTILITY PIPE, REMOVE & DISPOSE	1,030	LF	\$32.00	\$32,960.00
1090-156-07AB	4" PIPE (PVC)(F&I)(RESTRAINED)(C-900)	500	LF	\$50.00	\$25,000.00
1090-156-13AB	16" PIPE (PVC)(F&I)(RESTRAINED)(C-900)	1,290	LF	\$80.00	\$103,200.00
1070-124-107AB	4", VALVE ASSEMBLY PLUG (F&I)	2	EA	\$800.00	\$1,600.00
1070-114-113AB	16", VALVE ASSEMBLY PLUG (F&I)	3	EA	\$5,000.00	\$15,000.00
1070-119-113AB	VALVE ASSEMBLY/AIR RELEASE(F&I)(VAC/AIR ASSEMBLY COMB.)	2	EA	\$10,000.00	\$20,000.00
1080-101-07AB	MISCELLANEOUS FIXTURES, 4" LINE STOPPING ASSEMBLY (F&I)	1	EA	\$5,000.00	\$5,000.00
1080-101-13AB	MISCELLANEOUS FIXTURES, 16" LINE STOPPING ASSEMBLY (F&I)	2	EA	\$15,000.00	\$30,000.00
1510-162-13AB	SANITARY SEWER FITTINGS, 16" ELBOWS(F&I)(PVC)	18	EA	\$2,000.00	\$36,000.00
1637-111-207AB	4" TAPPING SLEEVE AND VALVE (F&I) (PVC)	1	EA	\$4,000.00	\$4,000.00
1637-111-213AB	16" TAPPING SLEEVE AND VALVE (F&I) (PVC)	2	EA	\$20,000.00	\$40,000.00
ORANGE COUNTY RESPONSIBILITY					
SANITARY SEWER - GRAVITY					
1050-16-004SS	UTILITY PIPE, REMOVE & DISPOSE	2,175	LF	\$20.00	\$43,500.00
1080-6SS	UTILITY STRUCTURE-REMOVE	14	EA	\$1,000.00	\$14,000.00
1090-157-09SS	8" PIPE (PVC) (F&I)(SDR 26)	710	LF	\$100.00	\$71,000.00
425-2-102SS	4' DIAMETER SANITARY MANHOLE	3	EA	\$8,000.00	\$24,000.00
SHARED USE PATH 12" WM CONSTRUCTION					
353-70 UOC	CONCRETE SIDEWALK REMOVAL AND REPLACEMENT	100	SY	\$40.00	\$4,000.00
556-1-5 UOC	JACK AND BORE, 24" STEEL CASING	156	LF	\$400.00	\$62,400.00
570-5 UOC	FERTILIZER	0.1	TN	\$500.00	\$50.00
570-9 UOC	WATER FOR GRASSING	5	MG	\$20.00	\$100.00
575-1-1 UOC	SODDING	100	SY	\$2.00	\$200.00
1090-156-11 UOC	12" PIPE (PVC)(F&I)(RESTRAINED)(C-900)	3,500	LF	\$55.00	\$192,500.00
1070-111-211 UOC	12" GATE VALVE W/BOX	7	EA	\$2,500.00	\$17,500.00
1070-128-205 UOC	2" BLOWOFF VALVE	1	EA	\$1,200.00	\$1,200.00
1070-118-211 UOC	OFFSET AIR RELEASE VALVE ASSEMBLY	1	EA	\$5,500.00	\$5,500.00
1610-132-11 UOC	WATER FITTINGS, 12" ELBOWS (F&I)(PVC)	4	EA	\$600.00	\$2,400.00
1644-113-11 UOC	FIRE HYDRANT	4	EA	\$3,500.00	\$14,000.00
US 441 16" WM RELOCATION					
1050-16-004 UOC	UTILITY PIPE, REMOVE & DISPOSE	5,810	LF	\$15.00	\$87,150.00
1070-121-213 UOC	16" GATE VALVE W/BOX, SIDE ACTUATED	2	EA	\$5,000.00	\$10,000.00
1080-101-13 UOC	MISCELLANEOUS FIXTURES, 16" LINE STOPPING ASSEMBLY (F&I)	2	EA	\$15,000.00	\$30,000.00
1100-111-813 UOC	16" WATER MAIN (DIP)(CLASS 350)	1,650	LF	\$100.00	\$165,000.00
1610-142-13 UOC	WATER FITTINGS, 16" ELBOWS (DI)	14	EA	\$1,300.00	\$18,200.00
1610-147-13 UOC	16" CAPS (F&I)	2	EA	\$2,200.00	\$4,400.00
1637-111-113 UOC	16" X 16" TAPPING SLEEVE AND VALVE (F&I)(DI)	2	EA	\$20,000.00	\$40,000.00

Grand Total: \$1,207,860.00

EXHIBIT "F"

Work Schedule

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

UTILITIES
1/25/2007
Page 1 of 5

Project Title: S.R. 414 Maitland Blvd. Extension	County Road Number
State Road No: 414 & 500	City Road
	Project No: 414-211
UTILITY AGENCY/OWNER (UAO): Orange County Utilities	
A. Summary of Utility Work and Execution	

<u>NON-CONSTRUCTION ITEMS</u>	<u>ESTIMATED CALENDAR DAYS</u>	<u>CONSTRUCTION ITEMS</u>	<u>ESTIMATED CALENDAR DAYS</u>
Preliminary	0	Prior to OOCEA Project Construction	0
Material Procurement	0	During OOCEA Project Construction	118
Right-of-way Acquisition	0	Total	118
Other	0		
Total	0		

This document has been developed as a method for a Utility Agency/Owner (UAO) to transmit to the Orlando-Orange County Expressway Authority, the Highway Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this OOCEA project. The following data is based on OOCEA preliminary construction plans dated June 2006. Any deviation by the OOCEA or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by the OOCEA of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the OOCEA in writing prior to starting, stopping, resuming, or completing work.

During the project, the UAO shall locate their facilities within 48 hours of notice to their

Representative, Orange Count Emergency Dispatch, Telephone Number, (407) 838-2777.

This UAO's Field Representative is Bhanu Engineer, Telephone Number, (407) 254-9716.

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

No changes to forms document.

Appendix "Changes to Forms Document" is attached. _____ Number of Attachment Pages.

Authorized Utility Agent:

Acceptance by OOCEA:

(Signature)
Andres Salcedo, PE
(Printed Name)
Chief Engineer
(Title)

(Date)

(Signature)

(Date)

(Printed Name)

(Title)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

UTILITIES
1/25/2007
Page 2 of 5

Project Title: S.R. 414 Maitland Blvd. Extension	County Road Number
State Road No: 414 & 441	City Road
Project No: 414-211	
UTILITY AGENCY/OWNER (UAO): Orange County Utilities	
B.	Special Conditions / Constraints

Water Main
Refer to the Technical Special Provisions

In Addition:

- a) Allow 10 days minimum for FDEP clearance.
- b) Complete Removal of Orange County existing utilities along Overland Road, S.R. 414 (Maitland Boulevard) and S.R. 500 (US 441) per the limits shown the plans

Force Main
Refer to the Technical Special Provisions

In Addition:

- a) Allow 10 days minimum for FDEP clearance.
- b) Complete removal of Orange County existing utilities along Apopka Boulevard per the limits shown on the plans.

Gravity Sewer Line
Refer to the Technical Special Provisions

In Addition:

- a) Allow 10 days minimum for FDEP clearance.
- b) Complete removal of Orange county existing utilities along S.R. 414 (East of S.R. 500 (US 441))

General Note:
Total number of calendar days can be decreased by simultaneously constructing water & sanitary sewer facilities and/or by means of shift work.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

UTILITIES
1/25/2007
Page 3 of 5

Project Title: S.R. 414 Maitland Blvd. Extension		County Road Number		
State Road No: 414 & 500		City Road		
		Project No: 414-211		
UTILITY AGENCY/OWNER (UAO): Orange County Utilities				
C.	Disposition of Facilities (List All Existing & Proposed) on Project:			
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUTIVE CALENDAR DAYS
OVERLAND ROAD:				
Construct:				
STA. 57+20, 70.00 R TO STA. 60+20, 89.00 R 371 LF - 12" C900 PVC WM	TO BE CONSTRUCTED BY OTHERS & WORK TO BE MONITORED BY ORANGE COUNTY UTILITIES	1,2	I	6
Tie-ins/Connect to existing		3	I	3
S.R. 500 (US 441):				
Construct:				
STA. 374+00, 141.89 L TO STA. 383+00, 62.00 L 960 LF - 16" C905 PVC FM	"	1,4	III	10
STA. 383+46, 137.39 L TO STA. 388+29, 78.50 L 500 LF - 4" C900 PVC FM	"	1,4	III	4
STA. 371+50, 113.70 TO STA. 387+37, 102.00 R 1640 LF - 16" C905 PVC WM	"	1,4	I	20
Tie-ins/Connect to existing		3	III	10
ACCESS ROAD:				
Construct:				
STA. 14+60, 91.50 R TO STA. 17+45, 50.68 R 300 LF - 16" C905 PVC FM	"	1,4	V	2
Tie-ins/Connect to existing and new 16" FM along SR 500 (US 441)	"	3	V	3
SHARED USE PATH:				
Construct:				
STA. 800+30, 6.58 R TO STA. 826+68, 126.16 R 2713 LF - 12" C900 PVC WM	"	1,4	II	30
142 LF - 24" STEEL CASING, BORE AND JACK UNDER S.R 414	"			
Tie-ins/Connect to existing		3	II	6
LEGEND FOR DEPENDENT ACTIVITIES:				
1- Clearing and Grubbing				
2- Retention pond rough grading				
3- Completion of proposed system				
4- Rough Grading of Area				

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

UTILITIES
1/25/2007
Page 4 of 5

Project Title: S.R. 414 Maitland Blvd. Extension		County Road Number		
State Road No: 414 & 500		City Road		
		Project No: 414-211		
UTILITY AGENCY/OWNER (UAO): Orange County Utilities				
C. Disposition of Facilities (List All Existing & Proposed) on Project:				
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUT IVE CALENDAR DAYS
S.R. 414: Construct: STA. 434+83, 62.00 R TO STA. 442+80, 72.88 R 762 LF -12" C900 PVC WM	TO BE CONSTRUCTED BY OTHERS & WORK TO BE MONITORED BY ORANGE COUNTY UTILITIES	1,2	II	8
STA. 418+05, 124.00 R TO STA. 424+95, 60.00 R 710 LF -12" C900 PVC GRAVITY SEWER 3 SANITARY SEWER MANHOLES	BY ORANGE COUNTY UTILITIES	1,2	I	10
Tie-ins/Connect to existing	"	3	II	6
LEGEND FOR DEPENDENT ACTIVITIES: 1- Clearing and Grubbing 2- Rough grading of area 3- Completion of proposed system				

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

UTILITIES
1/25/2007
Page 5 of 5

Project Title: S.R. 414 Maitland Blvd. Extension		County Road Number		
State Road No: 414 & 500		City Road		
		Project No: 414-211		
UTILITY AGENCY/OWNER (UAO): Orange County Utilities				
C. Disposition of Facilities (List All Existing & Proposed) on Project:				
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDEN T ACTIVITIES	M.O.T. Phase Number	CONSECUTIVE CALENDAR DAYS
OVERLAND ROAD:				
Remove:				
STA. 57+20, 70.00 R TO STA. 60+20, 89.00 R 321 LF - 12" PVC WM	TO BE REMOVED BY OTHERS ONCE NEW SYSTEM IS CONSTRUCTED AND OPERATIONAL	3	III	
Along Apopka Lane, approx. Sta. 57+00, 184.00 R Plug Existing lines servicing property acquired by OOCEA & Remove backflow preventer devices		1	III	
APOPKA BOULEVARD:				
Remove:				
STA. 374+00, 141.89 L TO STA. 55+02, 16.52 L 1030 LF - 16" PVC FM	"	3	IV	
S.R. 500 (US 441):				
Remove:				
STA. 365+00, 82.69 R TO STA. 388+40, 78.50 L 2340 LF - 12" PVC WM	"	2	II	
STA. 371+50, 113.70 TO STA. 387+37, 102.00 R 1500 LF -16" PVC WM	"	2	IV	
S.R. 414:				
Remove:				
STA. 415+06, 86.00 R TO 419+78 TO 110.80 R Remove 550 LF of 12" WM	"	2	III	
STA. 417+94, 5.80 R TO STA. 424+95, 69.00 R Remove 1000 LF of existing 8" gravity system	"	2	III	
STA. 407+71, 26.75 R TO STA. 415+06, 86.00 R Remove 750 LF of 12" WM	"	2	IV, V	
STA. 411+08, 145.76 R. TO STA. 417+94, 5.80 R Remove 1175 L of existing 8" gravity system	"	2	V	
STA. 411+08, 145.76 L TO STA. 424+55, 17.39 Remove 14 Existing Sanitary Manholes	"	2	III & V	
LEGEND FOR DEPENDENT ACTIVITIES:				
1- Clearing and Grubbing				
2-Completion of temporary roadway				
3-Completion of proposed system				

EXHIBIT "G"

Prepared By and Return To:

Robert F. Mallett, L.L.C.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT AGREEMENT (this "Release") is made and executed as of the ___ day of _____, 2007, by **ORANGE COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is P.O. Box 1393, Orlando, Florida 32802-1393, to and in favor of **ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida (hereinafter referred to as "OOCEA"), whose address is 525 South Magnolia Avenue, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, by instrument dated _____, _____, recorded in Official Records Book _____, Page _____, Public Records of Orange County, Florida, County obtained a permanent utility easement (the "Permanent Utility Easement") over and across certain property as more particularly described in *Exhibit "A"* attached hereto and incorporated herein by this reference (the "Easement Parcel"), and as depicted on *Exhibit "A-1"* attached hereto and incorporated herein by this reference; and

WHEREAS, OOCEA has requested that County release a portion of the Easement Parcel as more particularly described in *Exhibit "B"* attached hereto and incorporated herein by this reference (the "Release Parcel"), and as depicted on *Exhibit "B-1"* attached hereto and incorporated herein by this reference; and

WHEREAS, County desires to release of record the Release Parcel.

NOW, THEREFORE, for an in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. County does hereby terminate, release, discharge and exonerate the Release Parcel of and from the encumbrance of the Permanent Utility Easement.

3. It is understood and agreed that nothing contained in this Release shall be construed to terminate, release, discharge or exonerate the balance of the Easement Parcel from the Permanent Utility Easement.

IN WITNESS WHEREOF, County has executed this Release as of the date and year first above written.

ORANGE COUNTY, FLORIDA,
By: Board of County Commissioners

By: _____
Richard T. Crotty
Orange County Mayor

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

By: _____
Deputy Clerk

Print: _____

Date: _____

EXHIBIT "H"

Prepared By and Return To:

Robert F. Mallett, L.L.C.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT AGREEMENT (this "Partial Release") is made and executed as of the ____ day of _____, 2007, by **ORANGE COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is P.O. Box 1393, Orlando, Florida 32802-1393, to and in favor of **ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida (hereinafter referred to as "OOCEA"), whose address is 525 South Magnolia Avenue, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, by instrument dated _____, _____, recorded in Official Records Book _____, Page _____, Public Records of Orange County, Florida, County obtained a permanent utility easement (the "Permanent Utility Easement") over and across certain property as more particularly described in *Exhibit "A"* attached hereto and incorporated herein by this reference (the "Easement Parcel"), and as depicted on *Exhibit "A-1"* attached hereto and incorporated herein by this reference; and

WHEREAS, OOCEA has requested that County release a portion of the Easement Parcel as more particularly described in *Exhibit "B"* attached hereto and incorporated herein by this reference (the "Release Parcel"), and as depicted on *Exhibit "B-1"* attached hereto and incorporated herein by this reference; and

WHEREAS, County desires to partially release of record the Release Parcel.

NOW, THEREFORE, for an in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. County does hereby terminate, release, discharge and exonerate the Release Parcel of and from the encumbrance of the Permanent Utility Easement.

3. It is understood and agreed that nothing contained in this Partial Release shall be construed to terminate, release, discharge or exonerate the balance of the Easement Parcel from the Permanent Utility Easement.

IN WITNESS WHEREOF, County has executed this Partial Release as of the date and year first above written.

ORANGE COUNTY, FLORIDA,
By: Board of County Commissioners

By: _____
Richard T. Crotty
Orange County Mayor

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

By: _____
Deputy Clerk

Print: _____

Date: _____



INSTR 20070771017
 OR BK 09516 PG 4989 PGS=35
 MARTHA O. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
 11/28/2007 02:24:42 PM
 REC FEE 299.00

**DECLARATION
 OF RESTRICTIVE COVENANTS**

Prepared By and Return To:

Robert F. Mallett, L.L.C.
 Broad and Cassel
 Bank of America Center
 P.O. Box 4961
 Orlando, Florida 32802-4961

For Recording Purposes Only

This Declaration has been executed and delivered under threat of condemnation and/or in settlement of condemnation proceedings affecting the property described herein and is not subject to documentary stamp tax. See, Department of Revenue Rules 12B-4.013(4) and 12B-4.014(13), F.A.C.; and see, Florida Department of Revenue v. Orange County, 620 So.2d 991 (Fla. 1993)

DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS

THIS DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS (the "Declaration") is hereby executed the 1st day of June, 2007 by the **ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**, a public corporation and an agency of the State of Florida ("Authority").

RECITALS:

Pursuant to that certain Stipulated Order of Taking dated June 1, 2007, by and between the Authority and CSX Transportation, Inc., a Virginia corporation ("CSX"), and that certain Real Estate Purchase Agreement dated June 1, 2007 by and between the parties; the Authority has obtained ownership of that certain real property located in Orange County, Florida (the "Property"). In accordance with the terms and conditions of the Stipulated Order of Taking, Authority has agreed to impose certain restrictive covenants and conditions upon the use of the Property by Authority, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing, Authority hereby acknowledges and agrees as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Declaration.
2. **Restriction on Use of the Property.** The following restrictive covenants and conditions, which shall run with title to the Property, and be binding upon Authority and Authority's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Property through Authority:

(A) NO RESIDENTIAL USE: Grantee acknowledges that the Property has been historically used for railroad industrial operations and is being conveyed for use only as industrial or commercial property and non-residential uses. Authority hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Property for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Property by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), or (b) any public or private school, day care, or any organized long-term or short term child care of any kind; provided, however, that a portion of the Property, identified as Exhibit B-1 may be used or developed as a recreational trail provided that the Authority, at its sole cost and expense, implements appropriate engineering controls as defined in Section 4 herein; or, that the Authority implements appropriate corrective actions pursuant to Florida Administrative Code (FAC) Chapter 62-780 and receive from the Florida Department of Environmental Protection a Site Rehabilitation Completion Order based on a No Further Action Proposal. Authority further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Property for human consumption, irrigation, or other purposes.

(B) NO ACCESS: Authority, acknowledges it has another access to the Property either through Authority's adjoining property or through other property not owned by CSX. Authority, on its behalf, its heirs, personal representatives, successors and assigns, releases CSX, its successors and assigns, from any responsibility, obligation or liability to provide additional access to the Property through land now owned or subsequently acquired by CSX. Should Authority ever convey the Property, or any portion thereof, to a third party, Authority will provide access to the Property through Authority's adjoining property or through other property not owned by CSX.

(C) FENCING: Authority hereby covenants and agrees with CSX that CSX shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Property and the adjacent land(s) of CSX or of any other company affiliated with CSX; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails or any part thereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Authority assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

(D) DRAINAGE: Authority hereby covenants that it, its successors, heirs, legal representatives or assigns shall maintain the existing drainage on the Property in such a manner as not to impair adjacent railroad operating property drainage and not to redirect or increase the quantity or velocity of surface water runoff or any streams into CSX's drainage system or upon the operating property of CSX., or other lands and facilities of CSX. If the Property or existing drainage on the Property are modified or improved, Authority agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Property to the nearest public or non-CSX owned drainage or storm sewer system, in order to prevent the

discharge of roof, surface, stream and other drainage waters upon railroad operating property or other adjacent lands and facilities of CSX.

(E) **CLEAR SIGHT ZONE:** Authority, for itself, its successors and assigns, hereby covenants and agrees that, for so long as the property adjacent to the Property contains an operated and operable track and line of railroad, neither Authority, nor its successors and assigns, shall erect, or cause to be erected, any building on that portion of the Property within a distance of one hundred feet (100') from the intersection of centerline of any existing operating railroad line in order to maintain proper sight clearance for the safe operation of CSX's trains, locomotives and rail equipment; nor shall Authority, its successors and assigns, amend, alter or modify any survey description of the clear sight area, nor cause the same to be amended, altered or modified; provided, however, nothing herein shall prohibit Authority from erecting any roadway or related improvements in accordance with its plans therefor.

(F) **NOISE ABATEMENT:** Authority, its successors or assigns, hereby covenants and agrees with CSX that CSX shall not be required to erect or maintain any noise abatement or sound reduction structures along any boundary lines between the Property and the adjacent land(s) of CSX or of any other company affiliated with CSX; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such noise abatement or sound reduction structures or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any noise abatement or sound reduction structures. Authority assumes all liability and responsibility respecting noise abatement or sound reduction structures.

(G) **FREIGHT RESTRICTION:** Authority hereby covenants that it, its successors, heirs, legal representatives or assigns, shall not use the Property, or any portion thereof, for railroad freight service nor to support the offering or performance of railroad freight service by any carrier other than CSX, its successors and/or assigns

The covenants set forth above are Covenants in Gross and any future release or partial release thereof must be obtained through consent from Grantor, its successors or assigns.

CSX DOES HEREBY EXCEPT AND RESERVE unto itself, its successors and assigns, the following easements, rights and interests:

(A) **EXCEPTING** unto CSX all oil and gas, and the constituents of each, underlying the Property; and reserving the right for CSX, its successors and assigns, to remove the same; provided, however, CSX will not drill or permit drilling on the surface of the Property.

(B) **EXCEPTING** unto CSX OR CSX's Lessee, the ownership in and to all railroad tracks and other track material (including switches, signals and ballast), hereinafter "the Track", IF PRESENT within and on the Property; TOGETHER WITH the right of ingress and egress to and from the Track for the purpose of removal which SHALL NOT be at CSX's expense. Said reserved easement shall automatically terminate and all title in the Property vest in Authority upon the cessation of use and removal of the Track by CSX, CSX's Lessee or contractor of either.

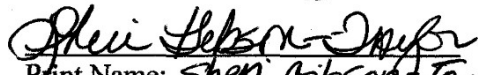
(C) EXCEPTING unto CSX OR CSX's Lessee, the ownership in and to all existing signal and/or communication poles, wires, guys, etc., IF PRESENT within or on the Property and RESERVING unto CSX OR CSX's Lessee, an easement to remove or have removed by CSX or CSX's Lessee or either's designee, any existing signal and/or communication pole line, wires, guys, etc.; TOGETHER WITH the right of ingress and egress to and from the reserved signal easement. Any such removal SHALL NOT be at CSX's expense. Said reserved easement shall automatically terminate and all title in the Property vest in Authority upon the cessation of use and removal of the Track by CSX, CSX's Lessee or contractor of either.

3. **Term and Termination of Restriction.** It is the intention of Authority that the restrictions and covenants set forth in this Declaration shall constitute a covenant running with the land and servitude on the Property during the term of this Declaration, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of Authority and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. This Declaration shall continue in perpetuity, unless otherwise modified in a written agreement signed by Authority and CSX and recorded in the public records of Orange County, Florida.

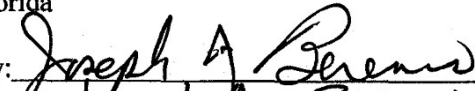
IN WITNESS WHEREOF, Authority has caused this instrument to be executed in manner and form sufficient to bind it as of the day and year first above written.

WITNESSES:


Print Name: Charles Mazzillo


Print Name: Sheri Gibson Taylor

**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY,**
a public corporation and an agency of the State of
Florida

By: 
Name: Joseph A. Berens
Title: Dep. Exec. Director

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

By: 
Broad and Cassel, Attorneys at Law

Date: 6/1/07

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of June, 2007, by Joseph A. Berenis as Deputy Exec. Dir. of the Orlando-Orange County Expressway Authority, a public corporation and an agency of the State of Florida. He is personally known to me or produced n/a as identification.



Darleen Mazzillo
(Signature of Notary Public)

Darleen Mazzillo
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. DD 384859
My commission expires: 3/28/09

COMPOSITE EXHIBIT "A"

O.O.C.E.A. PROJECT 414-211
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL 375 & 875 - SHEET 1 OF 12

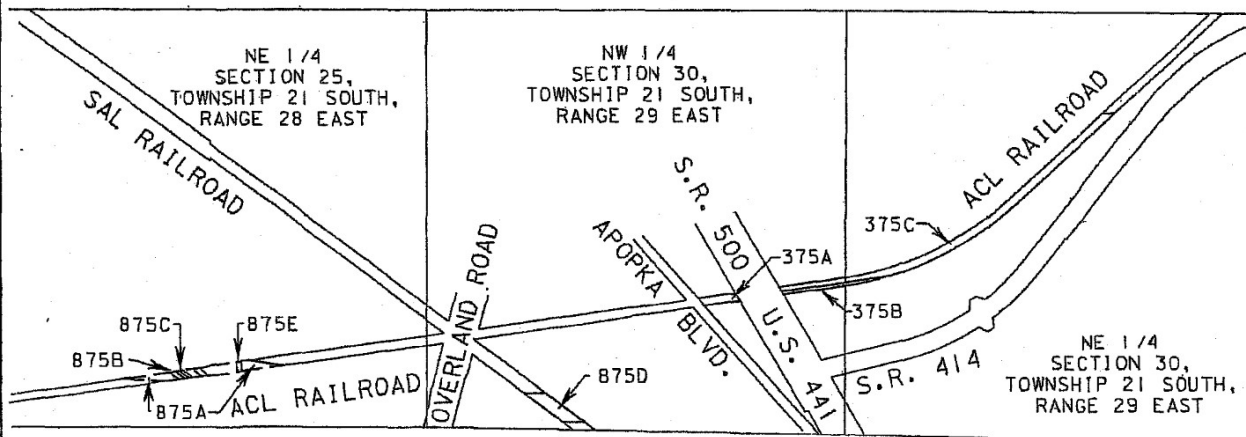
BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE N.E. 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST BEING N 89°25'06" W.

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.

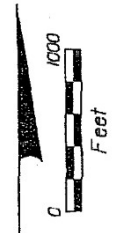
INFORMATION FROM FIRST AMERICAN TITLE INSURANCE COMPANY CERTIFICATE OF TITLE INFORMATION FILE NUMBER 850577 WAS USED IN THE PREPARATION OF THIS SKETCH.

- LEGEND:
- ACL - ATLANTIC COASTLINE
 - C - CENTERLINE
 - Δ - DELTA
 - L - LENGTH
 - R - RADIUS
 - C.D. - CHORD
 - C.B. - CHORD BEARING
 - R/W - RIGHT OF WAY
 - S.R. - STATE ROAD
 - P.O.B. - POINT OF BEGINNING
 - O.R.B. - OFFICIAL RECORDS BOOK
 - PG. - PAGE
 - P.C. - POINT OF CURVATURE
 - P.T. - POINT OF TANGENCY
 - P.C.C. - POINT OF COMPOUND CURVATURE
 - P.R.C. - POINT OF REVERSE CURVATURE
 - SAL - SEABOARD AIR LINE

KEY SHEET



- 375A - PARCEL 375 PART A - RIGHT OF WAY SEE SHEETS 2 AND 6
- 375B - PARCEL 375 PART B - LIMITED ACCESS R/W SEE SHEETS 2 AND 7
- 375C - PARCEL 375 PART C - RIGHT OF WAY SEE SHEETS 2, 3 AND 7
- 875A - PARCEL 875 PART A - AERIAL RIGHTS EASEMENT SEE SHEETS 3 AND 8
- 875B - PARCEL 875 PART B - MAINTENANCE EASEMENT SEE SHEETS 4 AND 9
- 875C - PARCEL 875 PART C - DRAINAGE EASEMENT SEE SHEETS 4 AND 10
- 875D - PARCEL 875 PART D - AERIAL RIGHTS EASEMENT SEE SHEETS 4 AND 11
- 875E - PARCEL 875 PART E - ACCESS EASEMENT SEE SHEETS 5 AND 12



For: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 Date: Oct. 10, 2006

Project No.: P04-01

Drawn: R. SMITH Chkd.: HPV



GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING
 2700 WESTHALL LANE
 SUITE 137
 MITLAND, FLORIDA 32751
 VOICE: (407) 660-2322 FAX: 660-8223
 Land Surveyor Business License No. 6556

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 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES SUBJECT TO NOTES AND MUTATIONS SHOWN HEREON.

[Signature] 12-5-06
 H. Paul deVera, Professional Land Surveyor No. 4990 DATE

O.O.C.E.A. PROJECT 414-211
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
PARCEL 375 & 875 - SHEET 2 OF 12

PARCEL 375 PART A, RIGHT OF WAY

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 158.46 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF APOPKA BOULEVARD; THENCE NORTH 40°52'59" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1056.78 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 40°52'59" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 59.50 FEET TO A POINT ON THE NORTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 232.44 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE ROAD 500 (U.S. HIGHWAY 441, ORANGE BLOSSOM TRAIL); THENCE SOUTH 29°26'36" EAST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 53.70 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 219.77 FEET TO THE POINT OF BEGINNING; CONTAINING 11305 SQUARE FEET, MORE OR LESS.

AND

PARCEL 375 PART B, LIMITED ACCESS RIGHT OF WAY

THAT PART OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, THENCE SOUTH 88°47'51" EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 30 A DISTANCE OF 126.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD 500 (U.S. HIGHWAY 441, ORANGE BLOSSOM TRAIL); THENCE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1002.96 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 22.58 FEET; THENCE NORTH 81°53'39" EAST A DISTANCE OF 674.52 FEET TO A POINT ON AFOREMENTIONED SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1934.82 FEET AND A CHORD OF 288.78 FEET WHICH BEARS SOUTH 77°39'32" WEST; THENCE RUN WESTERLY 289.05 FEET ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°33'35" TO THE POINT OF TANGENCY; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 378.31 FEET TO THE POINT OF BEGINNING; CONTAINING 12209 SQUARE FEET, MORE OR LESS.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 414 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

AND

PARCEL 375 PART C, RIGHT OF WAY

THAT PART OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, THENCE SOUTH 88°47'51" EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 30 A DISTANCE OF 126.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD 500 (U.S. HIGHWAY 441, ORANGE BLOSSOM TRAIL); THENCE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1002.96 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE CONTINUE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 22.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 31.11 FEET TO A POINT ON THE NORTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE NORTH

CONTINUED ON SHEET 3

For: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

Date: Oct. 10, 2006

Project No.: P04-01

Drawn: R. SMITH Chkd.: HPV

LEGAL DESCRIPTION



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2922 FAX: 660-8223

Land Surveyor Business License No. 6556

O.O.C.E.A. PROJECT 414-211
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
PARCEL 375 & 875 - SHEET 3 OF 12

CONTINUED FROM SHEET 2

81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 397.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1884.82 FEET AND A CHORD OF 1125.46 FEET WHICH BEARS NORTH 64°34'03" EAST; THENCE RUN EASTERLY 1142.89 FEET ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°44'31" TO THE POINT OF TANGENCY; THENCE NORTH 47°11'48" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 793.92 FEET TO A POINT ON A LINE 40.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30; THENCE SOUTH 89°15'45" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 72.58 FEET TO A POINT ON AFOREMENTIONED SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE SOUTH 47°11'48" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 846.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1934.82 FEET AND A CHORD OF 876.48 FEET WHICH BEARS SOUTH 60°17'16" WEST; THENCE RUN SOUTHWESTERLY 884.15 FEET ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°10'57" TO A POINT; THENCE SOUTH 81°53'39" WEST A DISTANCE OF 674.52 FEET TO THE POINT OF BEGINNING; CONTAINING 2.436 ACRES, MORE OR LESS.

AND

PARCEL 875 PART A, AERIAL RIGHTS EASEMENT

THAT PART OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCE AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 SECTION 30 A DISTANCE OF 2559.86 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°58'29" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 1324.00 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE NORTH 00°25'49" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 319.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD AND THE POINT OF BEGINNING; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 269.21 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 7549.44 FEET AND A CHORD OF 253.24 FEET WHICH BEARS NORTH 86°40'27" WEST; THENCE RUN WESTERLY 253.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°55'19" TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 524.94 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE NORTH 00°25'49" EAST ALONG SAID WEST LINE A DISTANCE OF 5.06 FEET TO A POINT ON THE SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 81°56'19" EAST A DISTANCE OF 239.41 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 7729.44 FEET AND A CHORD 121.11 FEET WHICH BEARS SOUTH 81°36'23" EAST; THENCE RUN EASTERLY 121.11 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°53'52" TO A POINT OF TANGENCY; THENCE SOUTH 81°09'27" EAST A DISTANCE OF 88.37 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE SOUTH 81°56'19" WEST A DISTANCE OF 449.06 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE NORTH 00°25'49" EAST ALONG THE SAID WEST LINE A DISTANCE OF 5.06 FEET TO THE POINT OF BEGINNING; CONTAINING 0.927 ACRES MORE OR LESS.

AND

CONTINUED ON SHEET 4

For: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
Date: Oct. 10, 2006
Project No.: P04-01
Drawn: R. SMITH Chkd.: HPV

LEGAL DESCRIPTION



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

O.O.C.E.A. PROJECT 414-211
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL 375 & 875 - SHEET 4 OF 12

CONTINUED FROM SHEET 3

PARCEL 875 PART B, MAINTENANCE EASEMENT

THAT PART OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCE AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 30 A DISTANCE OF 2559.86 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°58'29" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 1324.00 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE NORTH 00°25'49" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 319.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 123.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 81°56'19" WEST A DISTANCE OF 60.42 FEET; THENCE NORTH 56°36'10" WEST A DISTANCE OF 75.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 60.42 FEET; THENCE SOUTH 56°36'10" EAST A DISTANCE OF 75.52 FEET TO THE POINT OF BEGINNING; CONTAINING 3021 SQUARE FEET, MORE OR LESS.

AND

PARCEL 875 PART C, DRAINAGE EASEMENT

THAT PART OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCE AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 30 A DISTANCE OF 2559.86 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°58'29" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 1324.00 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE NORTH 00°25'49" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 319.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 99.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 81°56'19" WEST A DISTANCE OF 46.03 FEET; THENCE NORTH 57°23'21" WEST A DISTANCE OF 76.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 46.03 FEET; THENCE SOUTH 57°23'21" EAST A DISTANCE OF 76.72 FEET TO THE POINT OF BEGINNING; CONTAINING 2302 SQUARE FEET, MORE OR LESS.

AND

PARCEL 875 PART D, AERIAL RIGHTS EASEMENT

THAT PART OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCE AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 30 A DISTANCE OF 1526.09 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE, FORMERLY SEABOARD AIR LINE RAILWAY COMPANY; THENCE NORTH 52°41'27" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 85.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°57'14" WEST A DISTANCE OF 131.85 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE, FORMERLY SEABOARD AIR LINE RAILWAY COMPANY; THENCE NORTH 52°41'27" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 293.23 FEET; THENCE NORTH 89°49'56" EAST A DISTANCE OF 131.48 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY RIGHT OF WAY LINE; THENCE SOUTH 52°41'27" EAST A DISTANCE OF 293.69 FEET TO THE POINT OF BEGINNING; CONTAINING 0.539 ACRES, MORE OR LESS.

CONTINUED ON SHEET 5

For: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 Date: Oct. 10, 2006
 Project No.: P04-01
 Drawn: R.SMITH Chkd.: HPV

LEGAL DESCRIPTION



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. 8556

O.O.C.E.A. PROJECT 414-211
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
PARCEL 375 - SHEET 5 OF 12

CONTINUED FROM SHEET 4

AND

PARCEL 875 PART E, ACCESS (INGRESS/EGRESS) EASEMENT

THAT PART OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCE AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 30 A DISTANCE OF 2559.86 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°58'29" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 1324.00 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE NORTH 00°25'49" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 314.86 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE NORTH 81°56'19" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 174.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09°24'14" WEST A DISTANCE OF 60.02 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 30.01 FEET; THENCE SOUTH 09°24'14" EAST A DISTANCE OF 60.02 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING; CONTAINING 1800 SQUARE FEET, MORE OR LESS.

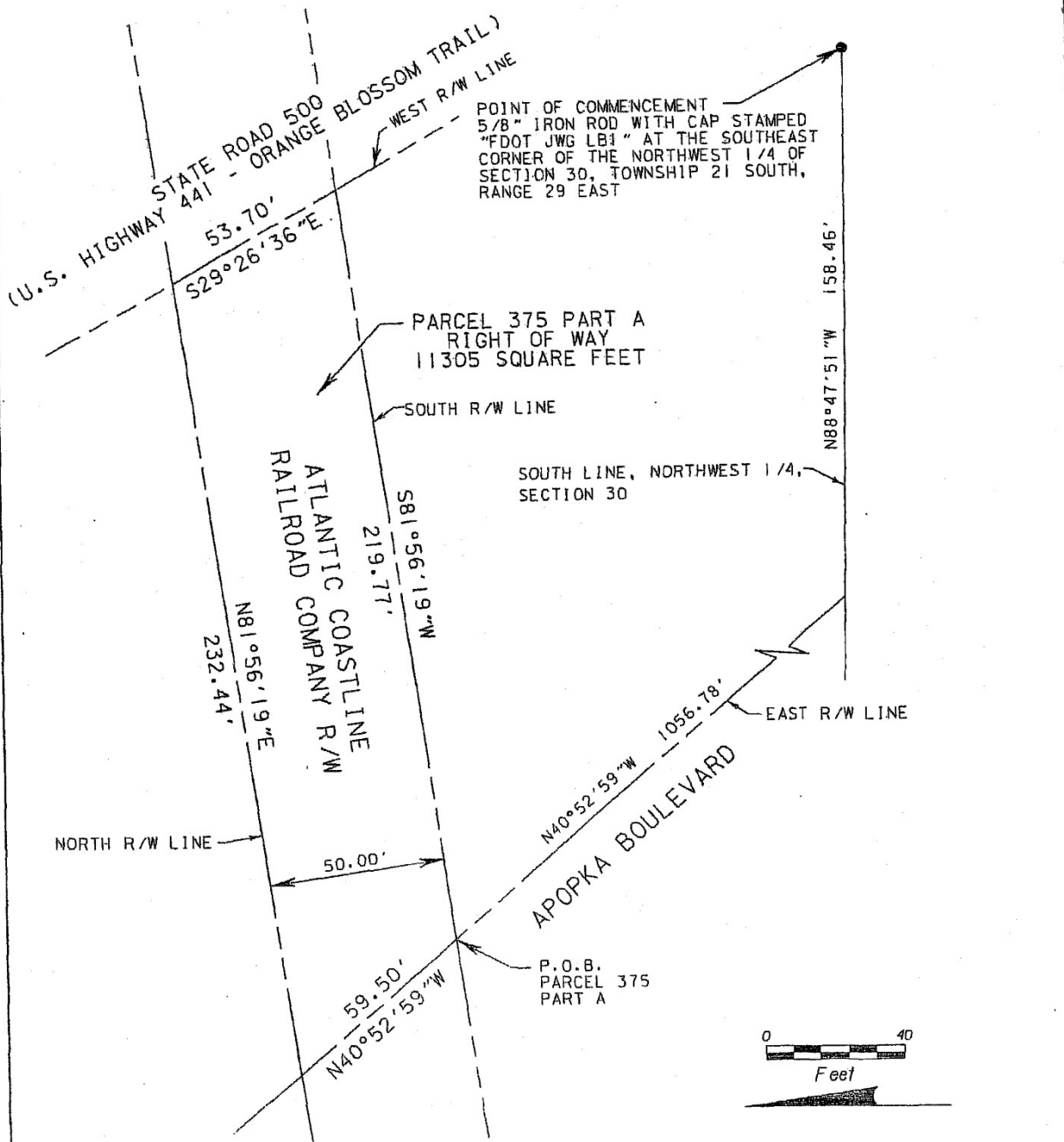
For: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
Date: Oct. 10, 2006
Project No.: P04-01
Drawn: R. SMITH Chkd.: HPV

LEGAL DESCRIPTION



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
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MAITLAND, FLORIDA 32751
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Land Surveyor Business License No. 6556

O.O.C.E.A. PROJECT 414-211
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL 375 8 875 - SHEET 6 OF 12



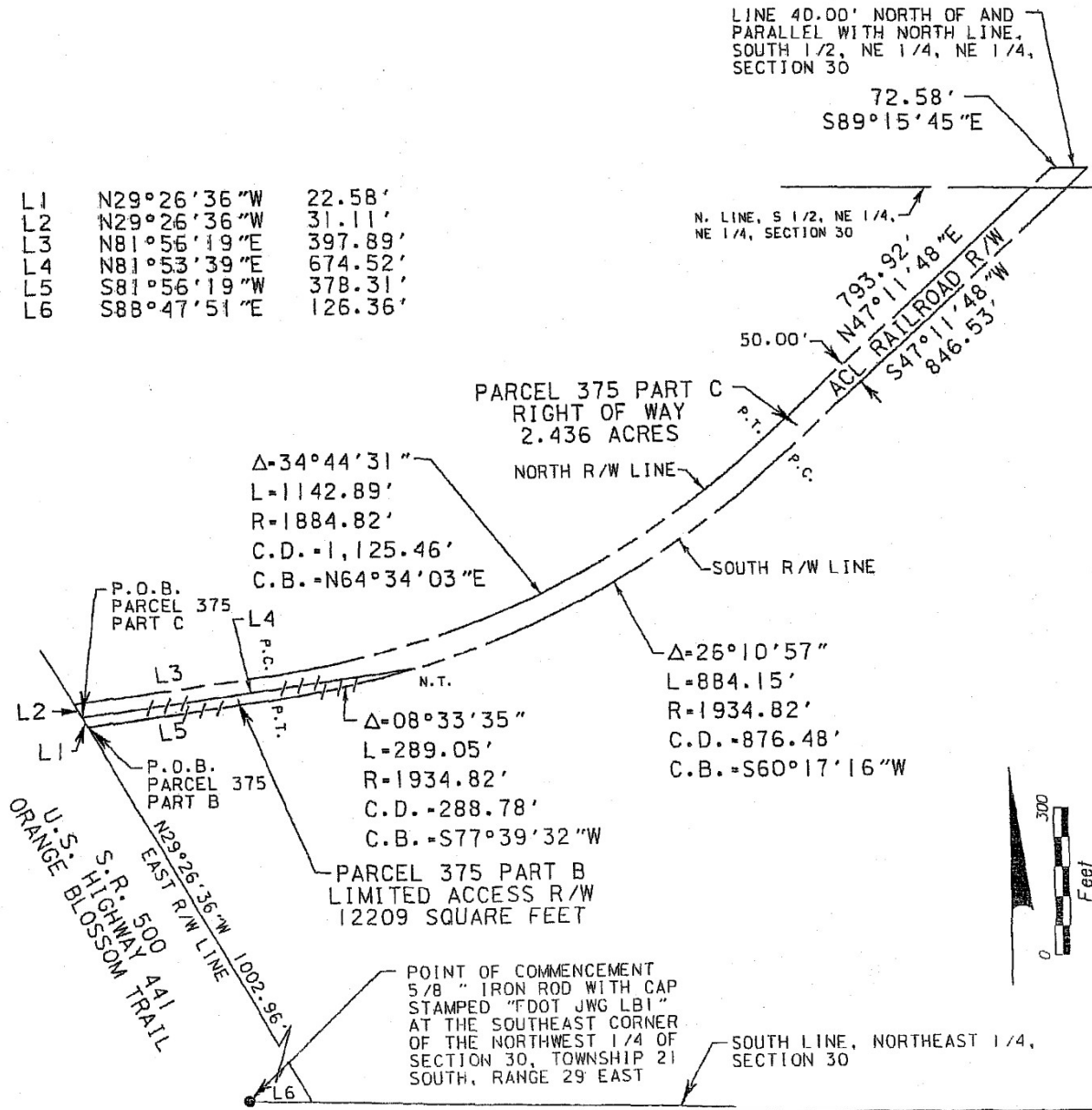
For: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 Date: Oct. 10, 2006
 Project No.: P04-01
 Drawn: R. SMITH Chkd.: HPV

DETAIL

GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING
 2700 WESTHALL LANE
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 Land Surveyor Business License No. 6556

O.O.C.E.A. PROJECT 414-211
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL 375 & 875 - SHEET 7 OF 12

L1	N29°26'36"W	22.58'
L2	N29°26'36"W	31.11'
L3	N81°56'19"E	397.89'
L4	N81°53'39"E	674.52'
L5	S81°56'19"W	378.31'
L6	S88°47'51"E	126.36'



For: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 Date: Oct. 10, 2006
 Project No.: P04-01
 Drawn: R. SMITH Chkd.: HPV

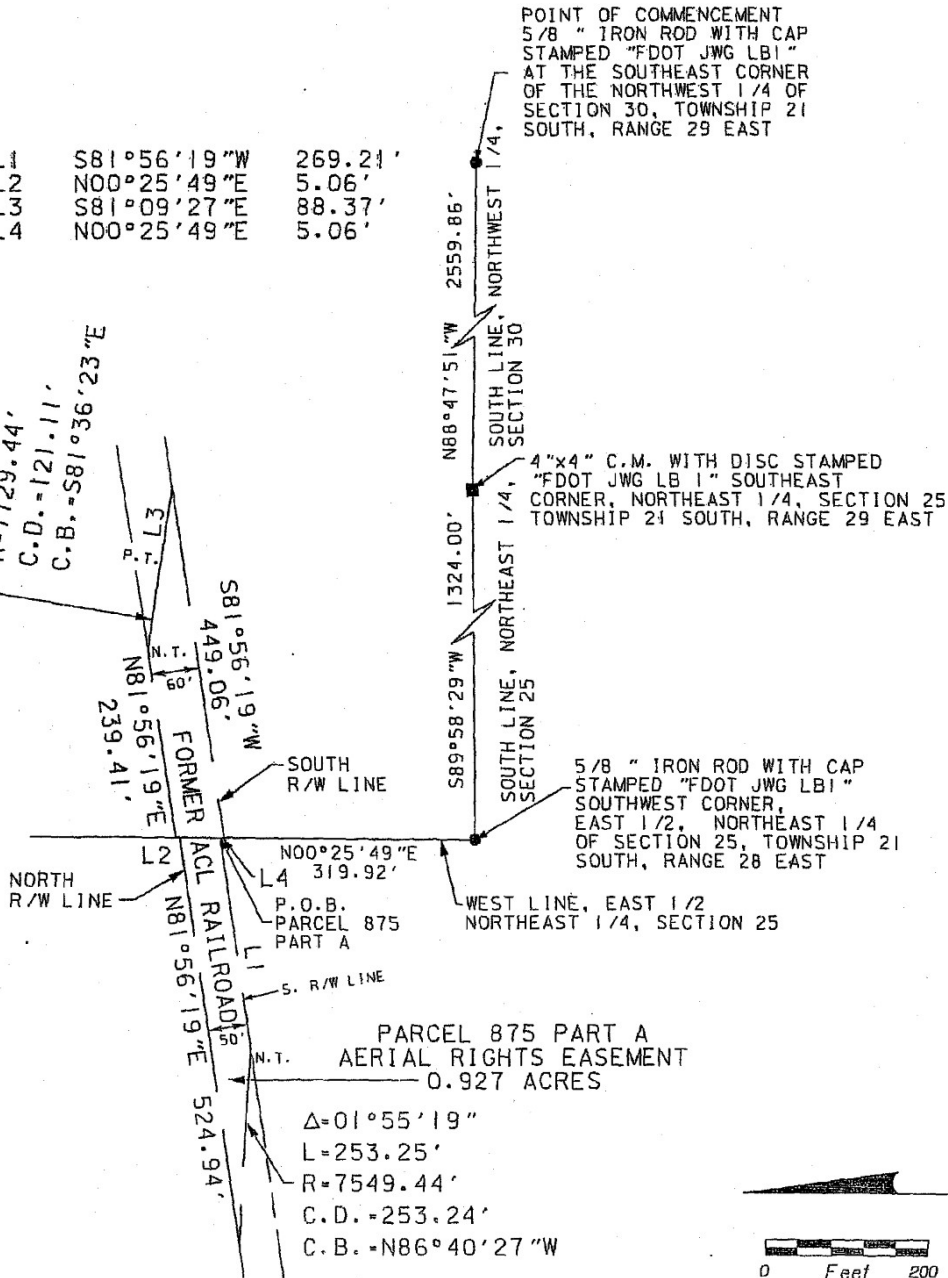
DETAIL

GEO DATA CONSULTANTS, INC.
 SURVEYING & MAPPING
 2700 WESTHALL LANE
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 MITLAND, FLORIDA 32751
 VOICE: (407) 660-2322 FAX: 660-8223
 Land Surveyor Business License No. 6556

O.O.C.E.A. PROJECT 414-211
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL 375 & 875 - SHEET 8 OF 12

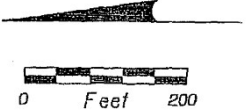
L1	S81°56'19"W	269.21'
L2	N00°25'49"E	5.06'
L3	S81°09'27"E	88.37'
L4	N00°25'49"E	5.06'

$\Delta=00^{\circ}53'52''$
 $L=121.11'$
 $R=7729.44'$
 $C.D.=121.11'$
 $C.B.=S81^{\circ}36'23''E$




PARCEL 875 PART A
 AERIAL RIGHTS EASEMENT
 0.927 ACRES

$\Delta=01^{\circ}55'19''$
 $L=253.25'$
 $R=7549.44'$
 $C.D.=253.24'$
 $C.B.=N86^{\circ}40'27''W$

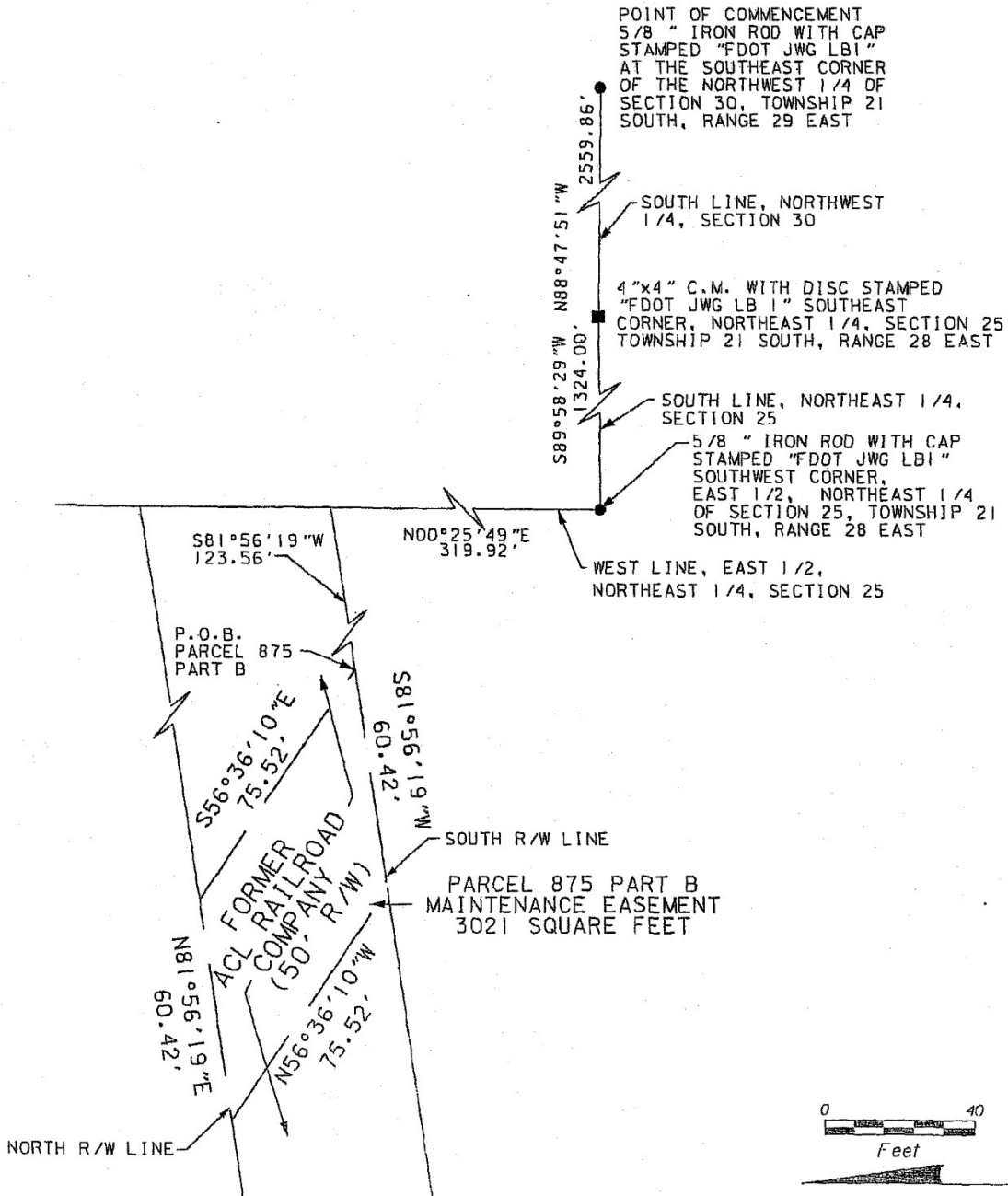


For: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 Date: Oct. 10, 2006
 Project No.: P04-01
 Drawn: DPV Chkd.: HPV

DETAIL


 **GEODATA CONSULTANTS, INC.**
 SURVEYING & MAPPING
 2700 WESTHALL LANE
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 MAITLAND, FLORIDA 32751
 VOICE: (407) 660-2322 FAX: 660-8223
 Land Surveyor Business License No. 6556

O.O.C.E.A. PROJECT 414-211
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL 375 & 875 - SHEET 9 OF 12

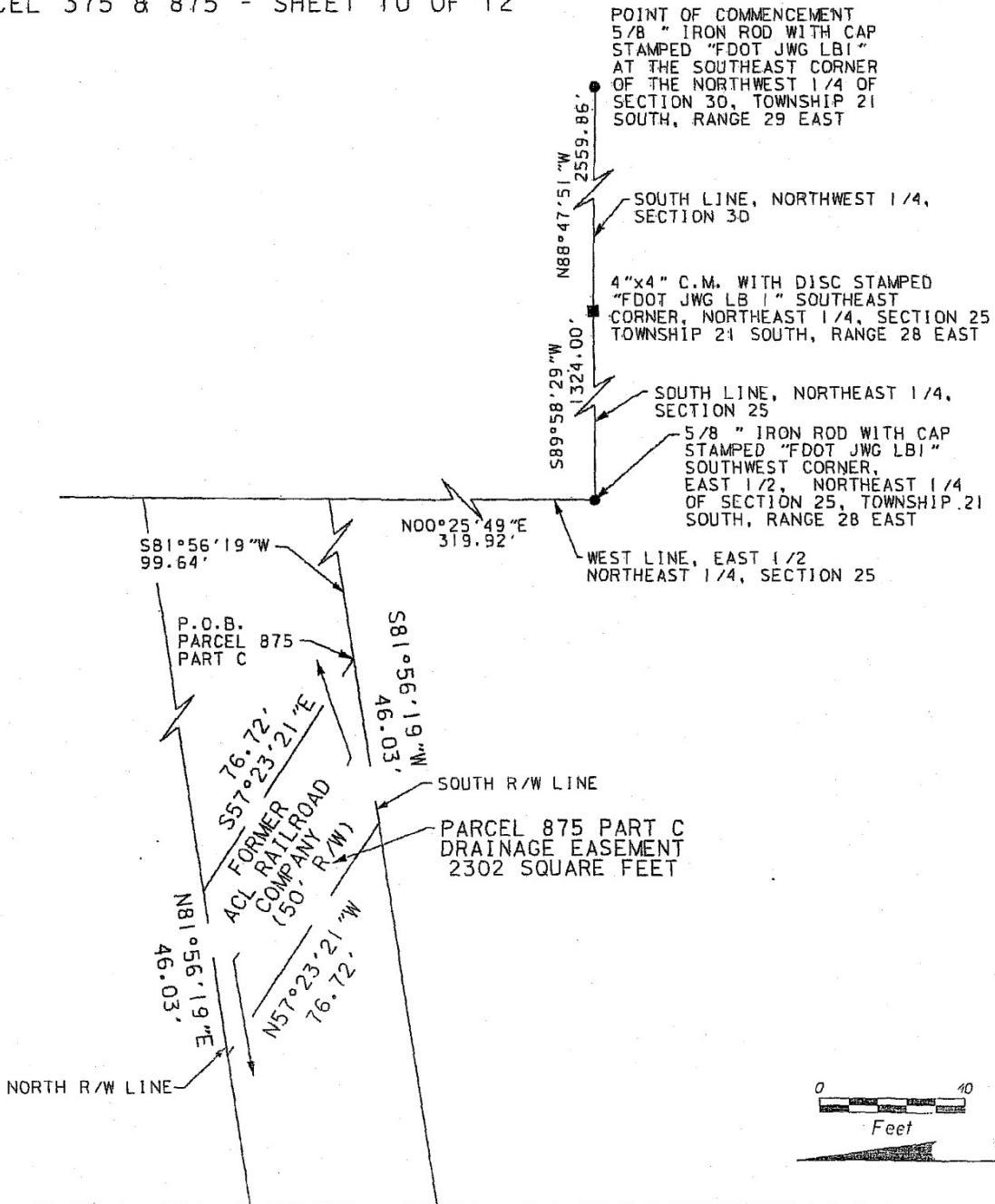


For: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 Date: Oct. 10, 2006
 Project No.: P04-01
 Drawn: R. SMITH Chkd.: HPV

DETAIL

 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

O.O.C.E.A. PROJECT 414-211
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL 375 & 875 - SHEET 10 OF 12



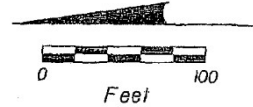
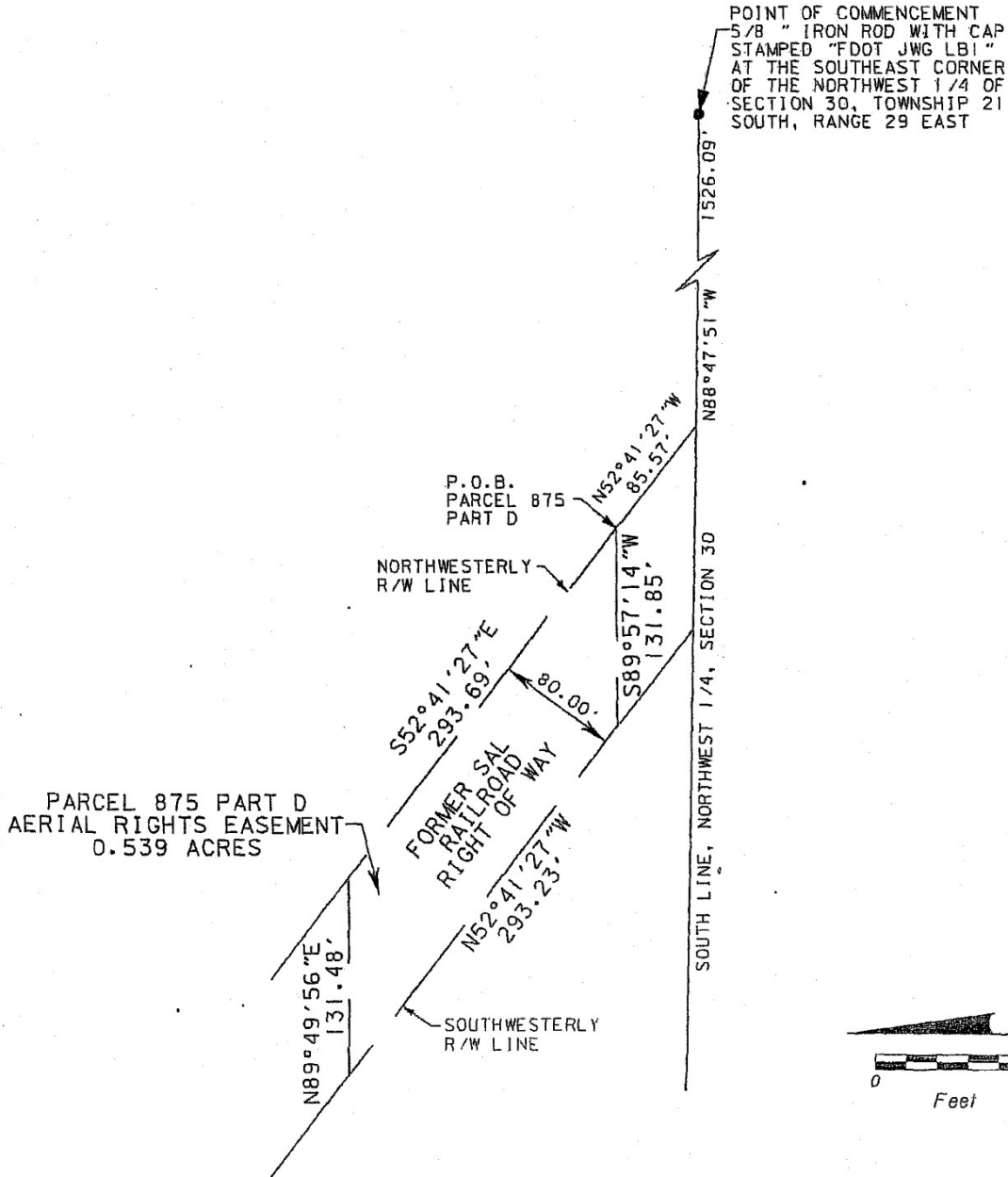
For: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 Date: Oct. 10, 2006
 Project No.: P04-01
 Drawn: DPV Chkd.: HPV

DETAIL

 GEODATA CONSULTANTS, INC.
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 2700 WESTHALL LANE
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 VOICE: (407) 660-2322 FAX: 660-8223
 Land Surveyor Business License No. 8336

O.O.C.E.A. PROJECT 414-211
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL 375 & 875 - SHEET 11 OF 12

POINT OF COMMENCEMENT
 5/8" IRON ROD WITH CAP
 STAMPED "FDOT JWG LBI"
 AT THE SOUTHEAST CORNER
 OF THE NORTHWEST 1/4 OF
 SECTION 30, TOWNSHIP 21
 SOUTH, RANGE 29 EAST



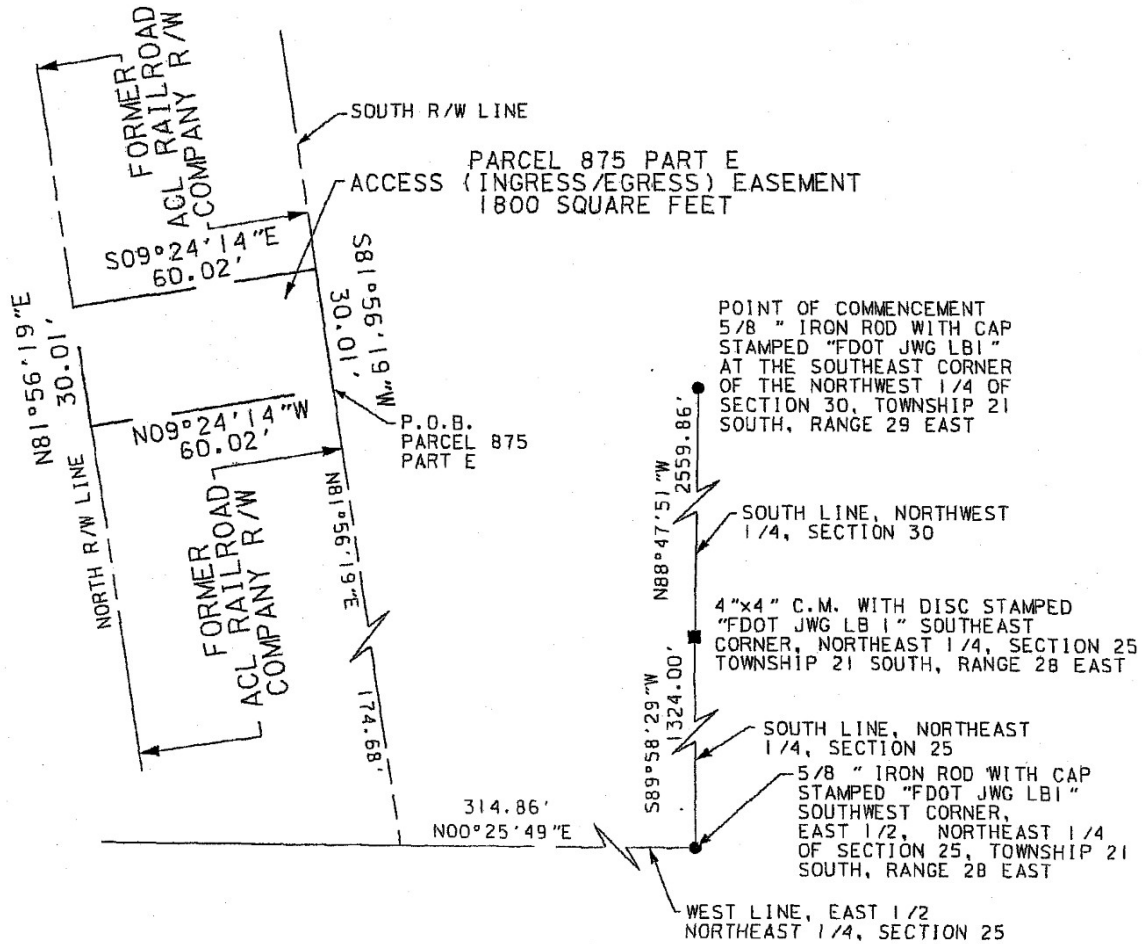
For: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 Date: Oct. 10, 2006
 Project No.: P04-01
 Drawn: DPV Chkd.: HPV

DETAIL



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. 6558

O.O.C.E.A. PROJECT 414-211
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL 375 & 875 - SHEET 12 OF 12



For: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
Date: Oct. 10, 2006
Project No.: P04-01
Drawn: DPV Chkd.: HPV

DETAIL

 GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
Lead Surveyor Business License No. 6556

O.O.C.E.A. PROJECT 414-211
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL 375A PARTS 2 AND 3
 SHEET 1 OF 5

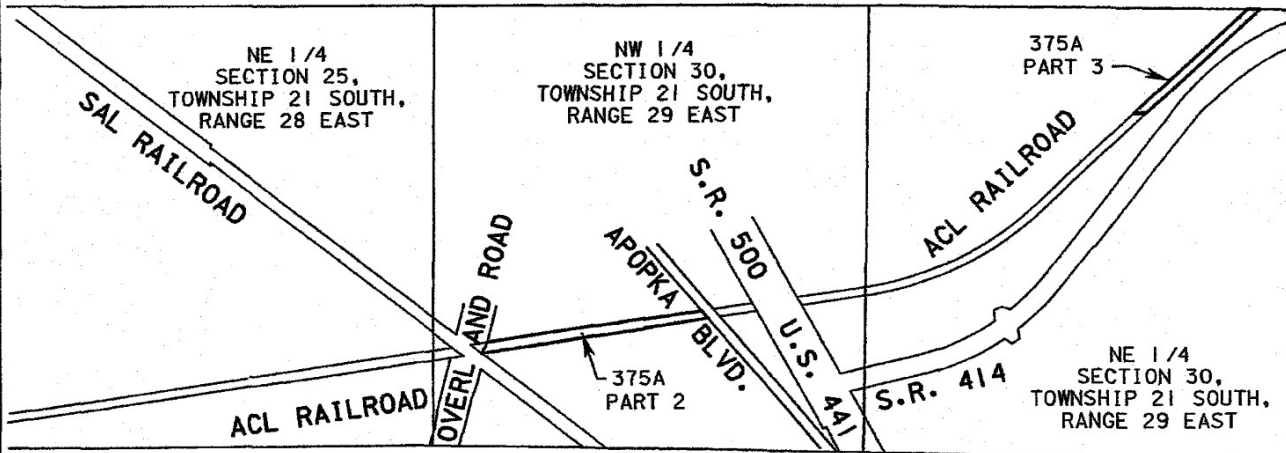
- LEGEND:
 ACL - ATLANTIC COAST LINE
 C - CENTERLINE
 Δ - DELTA
 L - LENGTH
 R - RADIUS
 C.D. - CHORD
 C.B. - CHORD BEARING
 R/W - RIGHT OF WAY
 S.R. - STATE ROAD
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 O.R.B. - OFFICIAL RECORDS BOOK
 P.B. - PLAT BOOK
 PG. - PAGE
 P.C. - POINT OF CURVATURE
 P.T. - POINT OF TANGENCY
 P.C.C. - POINT OF COMPOUND CURVATURE
 P.R.C. - POINT OF REVERSE CURVATURE
 R.R. - RAILROAD
 SAL - SEABOARD AIR LINE
 N.T. - NON-TANGENT
 C.M. - CONCRETE MONUMENT
 D.B. - DEED BOOK

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE N.E. 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST BEING N 89°25'06" W.

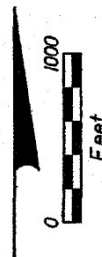
UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.

INFORMATION FROM FIRST AMERICAN TITLE INSURANCE COMPANY CERTIFICATE OF TITLE INFORMATION FILE NUMBER 850577 WAS USED IN THE PREPARATION OF THIS SKETCH.

KEY SHEET



375A PART 2 - RIGHT OF WAY SEE SHEETS 3 AND 4
 375A PART 3 - RIGHT OF WAY SEE SHEETS 2 AND 5



For: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY

Date: May 14, 2007

Project No.: P04-01

Drawn: R. SMITH Chkd.: HPV



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

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 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature]
 H. Paul deVera, Professional Land Surveyor No. 4990

6-29-07

DATE

O.O.C.E.A. PROJECT 414-211
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL 375A PARTS 2 AND 3
 SHEET 2 OF 5

PARCEL 375A PART 2, RIGHT OF WAY

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT A 4"x4" CONCRETE MONUMENT WITH DISC STAMPED "FDOT JWG LB 1" AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 30; THENCE NORTH 00°15'23" EAST ALONG THE WEST LINE OF NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST A DISTANCE OF 501.78 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY; THENCE NORTH 81°56'19" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 293.29 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FORMER SEABOARD AIR LINE (SAL) RAILWAY COMPANY RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE NORTH 52°41'27" WEST ALONG SAID NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 84.31 FEET TO A POINT ON THE NORTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 1045.19 FEET TO A POINT; THENCE SOUTH 00°31'08" WEST A DISTANCE OF 5.06 FEET TO A POINT; THENCE NORTH 81°56'19" EAST ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 342.53 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF APOPKA BOULEVARD (A 60 FOOT RIGHT OF WAY); THENCE SOUTH 40°52'59" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 59.50 FEET TO A POINT ON SAID SOUTHERLY RAILROAD RIGHT OF WAY LINE; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 382.32 FEET TO A POINT; THENCE SOUTH 00°31'08" WEST A DISTANCE OF 5.06 FEET TO A POINT; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 976.91 FEET TO THE POINT OF BEGINNING; CONTAINING 1.809 ACRES, MORE OR LESS.

AND

PARCEL 375A PART 3, RIGHT OF WAY

THAT PART OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LB1" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE SOUTH 88°47'51" EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 30 A DISTANCE OF 126.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD 500 (U.S. HIGHWAY 441, ORANGE BLOSSOM TRAIL); THENCE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1002.96 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE NORTH 81°56'19" EAST ALONG THE SOUTHERLY RAILROAD RIGHT OF WAY LINE A DISTANCE OF 378.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1934.82 FEET AND A CHORD OF 1155.31 FEET WHICH BEARS NORTH 64°34'03" EAST; THENCE RUN NORTHEASTERLY 1173.20 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°44'31" TO THE POINT OF TANGENCY; THENCE NORTH 47°11'48" EAST ALONG AFOREMENTIONED SOUTHERLY LINE OF THE ATLANTIC COASTLINE RAILROAD RIGHT OF WAY A DISTANCE OF 846.53 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°15'45" WEST DEPARTING SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 72.58 FEET TO A POINT ON THE NORTHERLY LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE NORTH 47°11'48" EAST ALONG SAID NORTHELY RIGHT OF WAY LINE A DISTANCE OF 907.16 FEET TO A POINT ON THE NORTH LINE OF SECTION 30, SAID POINT ALSO BEING A POINT ON THE ORANGE COUNTY COUNTY SEMINOLE COUNTY LINE; THENCE SOUTH 89°25'26" EAST ALONG SAID COUNTY LINE A DISTANCE OF 72.79 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 47°11'48" WEST ALONG THE SOUTHERLY RAILROAD RIGHT OF WAY LINE A DISTANCE OF 907.45 FEET TO THE POINT OF BEGINNING; CONTAINING 1.041 ACRES, MORE OR LESS.

For: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 Date: May 14, 2007
 Project No.: P04-01
 Drawn: R. SMITH Chkd.: HPV

LEGAL DESCRIPTION



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

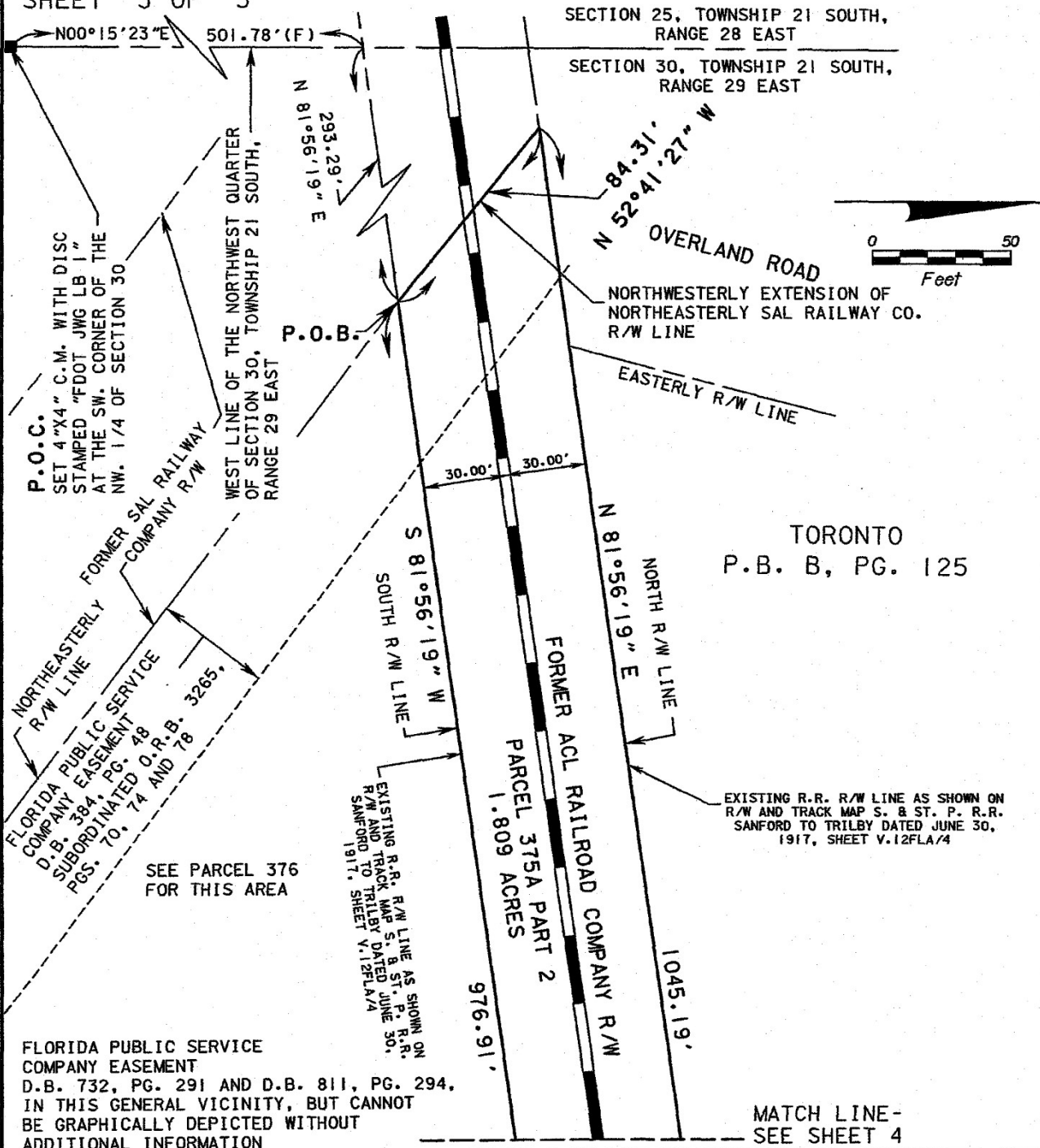
SUITE 137

MAITLAND, FLORIDA 32751

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

Land Surveyor Business License No. 6556

O.O.C.E.A. PROJECT 414-211
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL 375A PART 2
 SHEET 3 OF 5



TORONTO
 P.B. B, PG. 125

For: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 Date: May 14, 2007
 Project No.: P04-01
 Drawn: R.SMITH_Chk'd.: HPV

DETAIL

GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING
 2700 WESTHALL LANE
 SUITE 137
 MAITLAND, FLORIDA 32751
 VOICE: (407) 660-2322 FAX: 660-8223
 Land Surveyor Certificate License No. 6555

O.O.C.E.A. PROJECT 414-211
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL 375A PART 2
 SHEET 4 OF 5

MATCH LINE-
 SEE SHEET 3



976.91' S 81°56'19" W
 5.06' S 00°31'08" W
 30.00' 30.00'
 1045.19' N 81°56'19" E
 5.06' S 00°31'08" W
 25.00' 25.00'

EXISTING R.R. R/W LINE AS SHOWN ON
 R/W AND TRACK MAP S. B ST. P. R.R.
 SANFORD TO TRILEY DATED JUNE 30,
 1917, SHEET V.12FLA/4

S 81°56'19" W

FORMER ACL RAILROAD COMPANY R/W
 PARCEL 375A PART 2
 1.809 ACRES

N 81°56'19" E
 NORTH R/W LINE

EXISTING R.R. R/W LINE AS SHOWN ON
 R/W AND TRACK MAP S. B ST. P. R.R.
 SANFORD TO TRILEY DATED JUNE 30,
 1917, SHEET V.12FLA/4

342.53'

FLORIDA PUBLIC SERVICE
 COMPANY EASEMENT
 D.B. 732, PG. 291 AND
 O.R.B. 5396, PG. 3023.
 IN THIS GENERAL VICINITY, BUT CANNOT
 BE GRAPHICALLY DEPICTED WITHOUT
 ADDITIONAL INFORMATION

382.32'
 SOUTH R/W LINE

WESTERLY R/W LINE
 OF APOPKA BOULEVARD
 (A 60' R/W)

59.50'
 S 40°52'59" E

For: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY

Date: May 14, 2007

Project No.: P04-01

Drawn: R. SMITH Chkd.: HPV

DETAIL



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

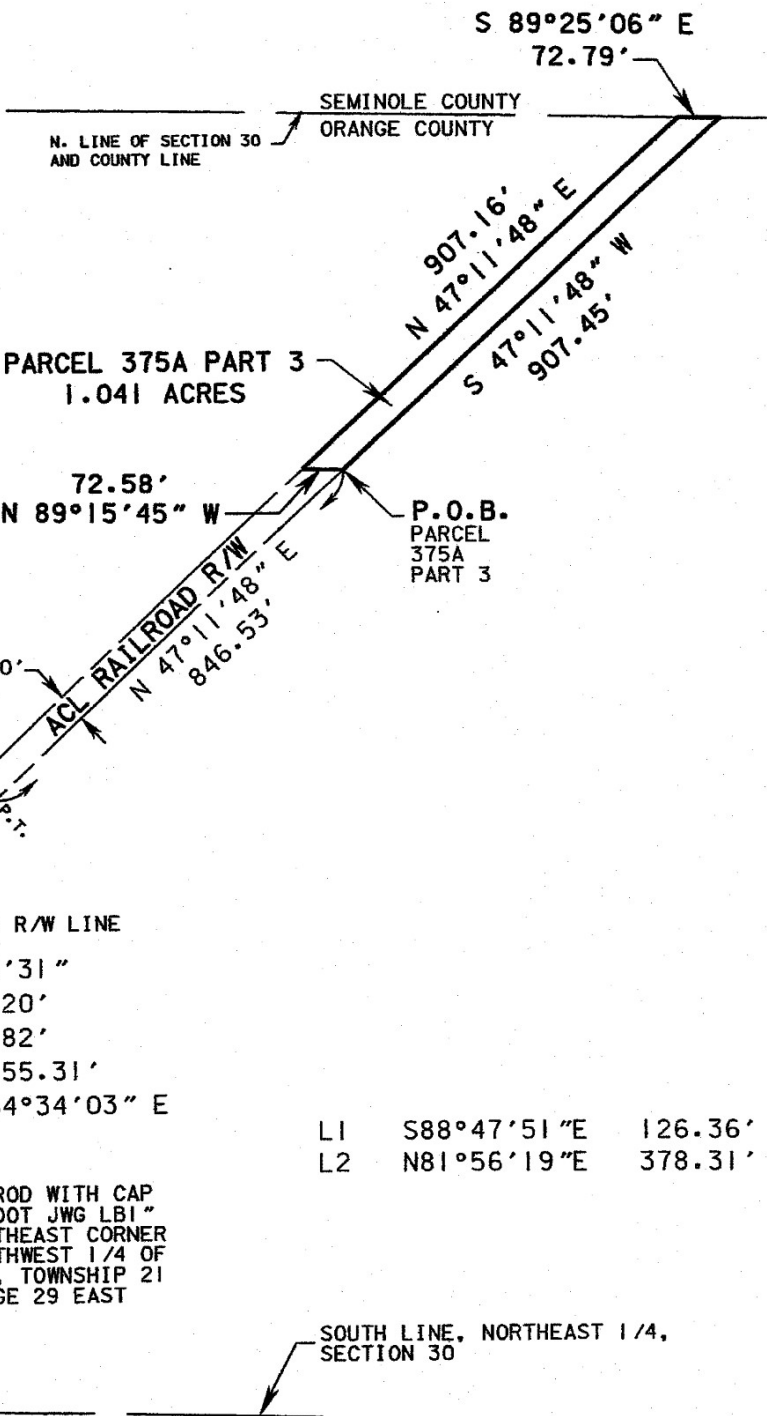
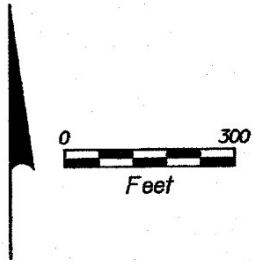
SUITE 137

MAITLAND, FLORIDA 32751

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

Land Surveyor Business License No. 6556

O.O.C.E.A. PROJECT 414-211
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL 375A PART 3
 SHEET 5 OF 5



For: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 Date: May 14, 2007
 Project No.: P04-01
 Drawn: R. SMITH Chkd.: HPV

DETAIL

 GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING
 2700 WESTHALL LANE
 SUITE 137
 MITLAND, FLORIDA 32751
 VOICE: (407) 660-2322 FAX: 660-8223
 Land Surveyor Business License No. 6596

SKETCH AND LEGAL DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
VICK ROAD EXTENSION
PROJECT NUMBER 429-200B
PARCEL NO. 375 PARTS D & E
ESTATE: FEE SIMPLE
PURPOSE: RIGHT OF WAY

LEGAL DESCRIPTION:

PARCEL 375 Part D

A portion of the Northeast 1/4 of Section 8, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 8 as shown on the Orlando-Orange County Expressway Authority Right of Way Map for the Western Beltway, State Road 429, Project No. 75320-6460-607; thence N 89°20'38"W along the North line of said Section 8, for 1314.99 feet to the Northwest corner of Northeast 1/4 of the Northeast 1/4 of said Section 8; thence S 00°14'14"W along the West line of said Northeast 1/4 of the Northeast 1/4, for 186.73 feet to a point on the Northerly right-of-way line of the CSX Transportation, Inc. Railroad as shown on said Right of Way Map, being a non-tangent curve to the right, concave Southwesterly and having a radius of 2,812.12 feet; thence leaving said West line from a tangent bearing of S 61°31'59"E, along said Northerly right-of-way line through a central angle of 07°12'50" for 354.06 feet to the point of tangency; thence S 54°19'09"E along said Northerly right-of-way line for 500.64 feet; thence leaving said Northerly right-of-way line S 18°23'12"W for 19.23 feet to the POINT OF BEGINNING; thence S 54°18'00"E for 103.54 feet; thence S 18°31'11"W for 16.75 feet; thence N 54°18'00"W for 27.76 feet to the Southeast corner of an existing Orlando-Orange County Expressway Authority right-of-way as described in Official Records Book 5884, Page 4138 of the Public Records of Orange County, Florida; thence along said Orlando-Orange County Expressway Authority right-of-way the following three courses, N 35°42'00"E for 14.00 feet; thence N 54°18'00"W for 56.00 feet; thence S 35°42'00"W for 14.00 feet; thence leaving said Orlando-Orange County Expressway Authority right-of-way N 54°18'00"W for 19.74 feet; thence N 18°23'12"E for 16.76 feet to the POINT OF BEGINNING.

Containing 872 square feet more or less.

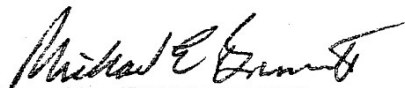
AND PARCEL 375 Part E

A portion of the Northeast 1/4 of Section 8, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 8 as shown on the Orlando-Orange County Expressway Authority Right of Way Map for the Western Beltway, State Road 429, Project No. 75320-6460-607; thence N 89°20'38"W along the North line of said Section 8, for 1314.99 feet to the Northwest corner of Northeast 1/4 of the Northeast 1/4 of said Section 8; thence S 00°14'14"W along the West line of said Northeast 1/4 of the Northeast 1/4, for 323.82 feet to a point on the Southerly right-of-way line of the CSX Transportation, Inc. Railroad as shown on said Right of Way Map, being a non-tangent curve to the right, concave Southwesterly and having a radius of 2,692.12 feet; thence leaving said West line from a tangent bearing of S 60°09'10"E, along said Southerly right-of-way line through a central angle of 05°50'01" for 274.10 feet to the point of tangency; thence S 54°19'09"E along said Southerly right-of-way line for 538.01 feet; thence leaving said Southerly right-of-way line N 18°23'12"E for 20.56 feet to the POINT OF BEGINNING; thence continue N 18°23'12"E for 16.76 feet; thence S 54°18'00"E for 23.92 feet to the Northwest corner of an existing Orlando-Orange County Expressway Authority right-of-way as described in Official Records Book 5884, Page 4138 of the Public Records of Orange County, Florida; thence along said Orlando-Orange County Expressway Authority right-of-way the following three courses, S 35°42'00"W for 14.00 feet; thence S 54°18'00"E for 56.00 feet; thence N 35°42'00"E for 14.00 feet; thence leaving said Orlando-Orange County Expressway Authority right-of-way, S 54°18'00"E for 23.46 feet; thence S 18°31'11"W for 16.75 feet; thence N 54°18'00"W for 103.33 feet to the POINT OF BEGINNING.

Containing 870 square feet more or less.

Containing 1742 square feet total more or less.



MICHAEL E. BURNETT
Professional Surveyor and Mapper
Florida Certificate No. 4761

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Date: 11/21/2006
Scale: NA
Job No.: 071635.23
F.B.: N/A
Drawn By: HHH
Ckd. By: MEB
Sheet 1 of 3

THIS IS NOT A SURVEY

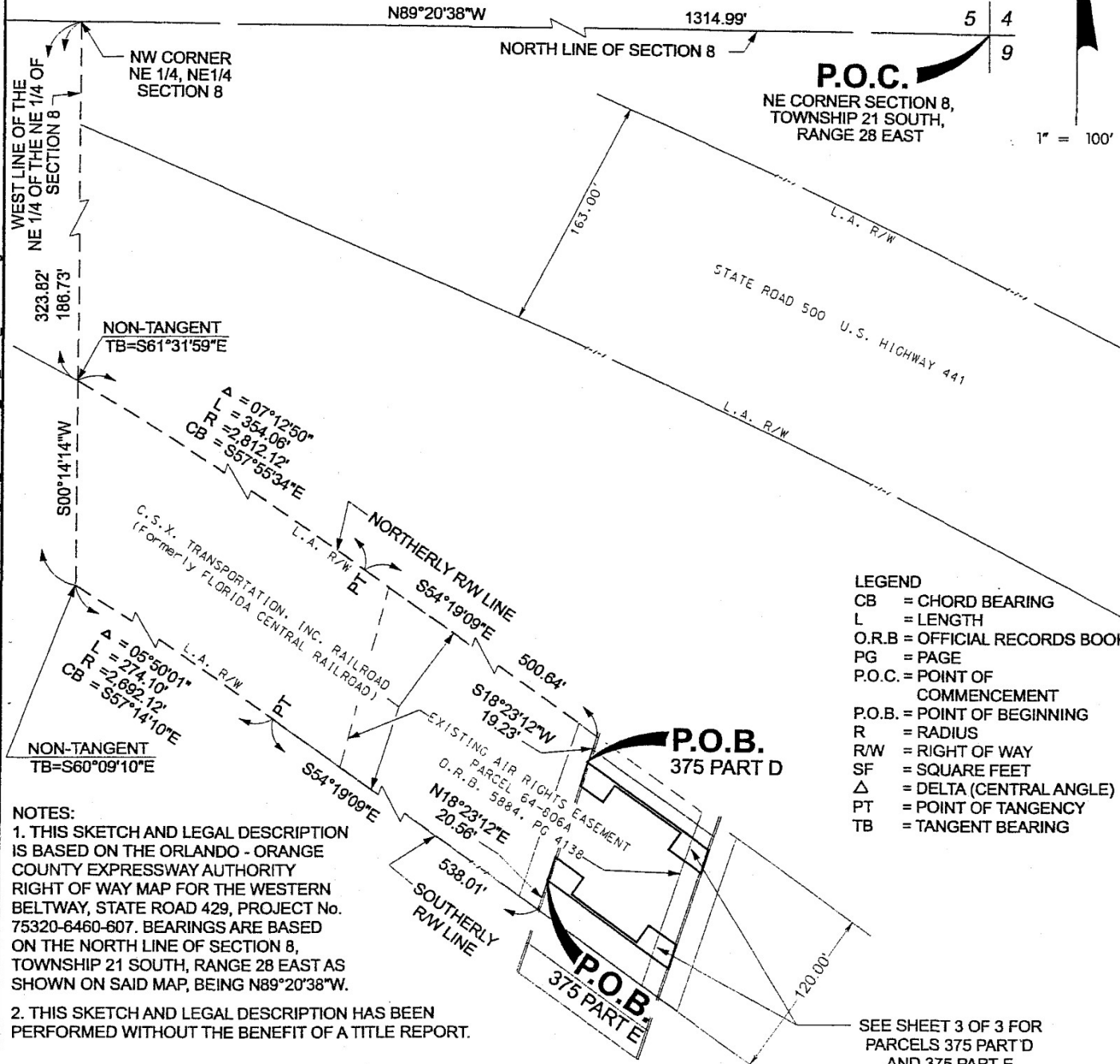


482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

21-NOV-2006 08:13
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SKETCH AND LEGAL DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 VICK ROAD EXTENSION
 PROJECT NUMBER 429-200B
 PARCEL NO. 375 PARTS D & E
 ESTATE: FEE SIMPLE
 PURPOSE: RIGHT OF WAY



- LEGEND**
- CB = CHORD BEARING
 - L = LENGTH
 - O.R.B = OFFICIAL RECORDS BOOK
 - PG = PAGE
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - R = RADIUS
 - R/W = RIGHT OF WAY
 - SF = SQUARE FEET
 - Δ = DELTA (CENTRAL ANGLE)
 - PT = POINT OF TANGENCY
 - TB = TANGENT BEARING

NOTES:

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON THE ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR THE WESTERN BELTWAY, STATE ROAD 429, PROJECT No. 75320-6460-607. BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST AS SHOWN ON SAID MAP, BEING N89°20'38"W.
2. THIS SKETCH AND LEGAL DESCRIPTION HAS BEEN PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.

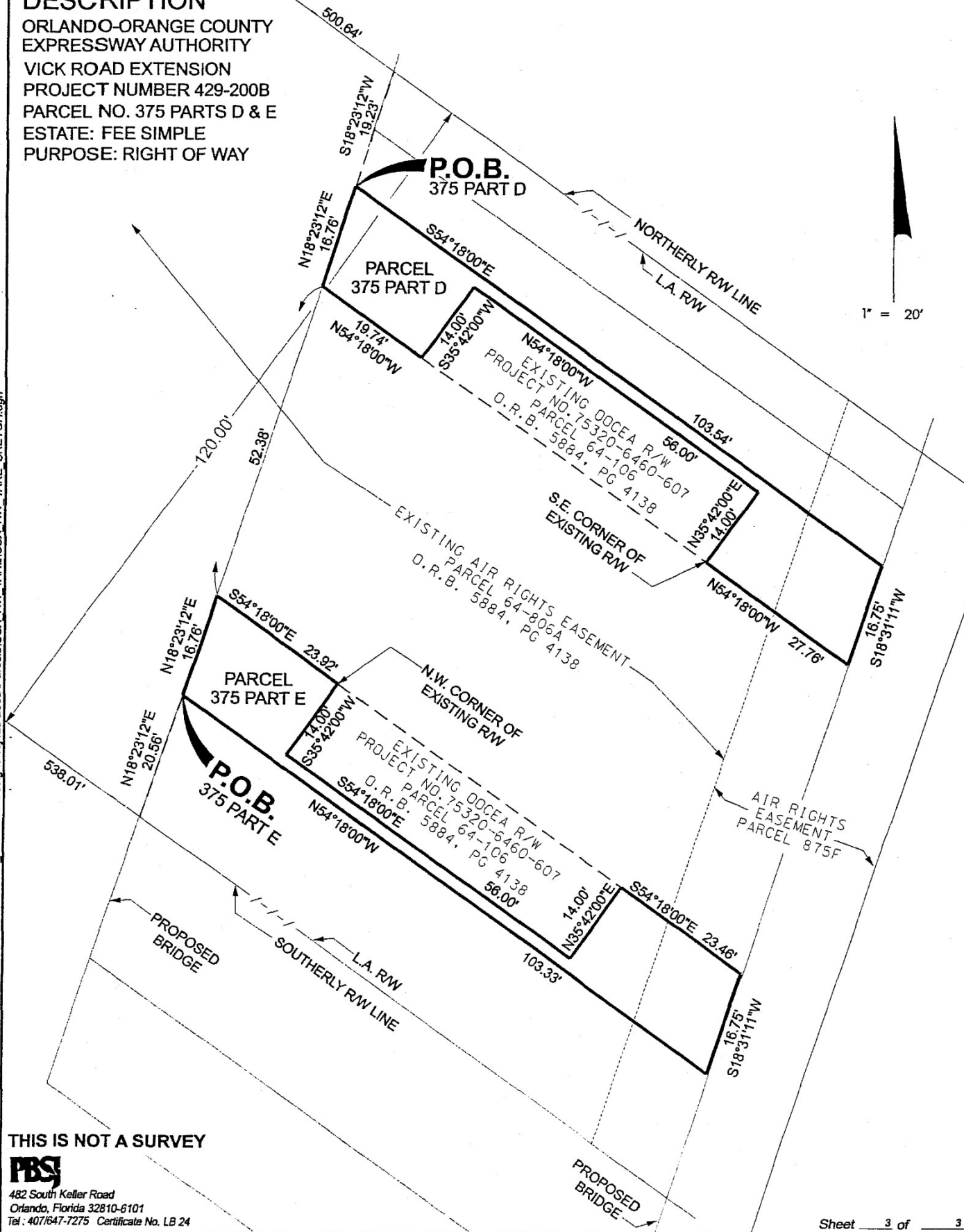
SEE SHEET 3 OF 3 FOR PARCELS 375 PART D AND 375 PART E

THIS IS NOT A SURVEY

PBS
 482 South Keller Road
 Orlando, Florida 32810-6101
 Tel: 407/647-7275 Certificate No. LB 24

SKETCH AND LEGAL DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 VICK ROAD EXTENSION
 PROJECT NUMBER 429-200B
 PARCEL NO. 375 PARTS D & E
 ESTATE: FEE SIMPLE
 PURPOSE: RIGHT OF WAY



D:\2002\429-200B\Drawings\Parcel375\Parcel375.dwg
 Title Block
 Date: 11/15/02
 Author: J. Williams
 Project: VICK ROAD EXTENSION
 Sheet: 3 of 3

THIS IS NOT A SURVEY

PBS
 482 South Keller Road
 Orlando, Florida 32810-6101
 Tel: 407647-7275 Certificate No. LB 24

SKETCH AND LEGAL DESCRIPTION

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
VICK ROAD EXTENSION
PROJECT NUMBER 429-200B
PARCEL NO. 875 PART F
ESTATE: EASEMENT
PURPOSE: AIR RIGHTS ONLY

LEGAL DESCRIPTION:

A portion of the Northeast 1/4 of Section 8, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:


Commence at the Northeast corner of said Section 8 as shown on the Orlando-Orange County Expressway Authority Right of Way Map for the Western Beltway, State Road 429, Project No. 75320-6460-607; thence N 89°20'38"W along the North line of said Section 8, for 1314.99 feet to the Northwest corner of Northeast 1/4 of the Northeast 1/4 of said Section 8; thence S 00°14'14"W along the West line of said Northeast 1/4 of the Northeast 1/4, for 186.73 feet to a point on the Northerly right-of-way line of the CSX Transportation, Inc. Railroad as shown on said Right of Way Map, being a non-tangent curve to the right, concave Southwesterly and having a radius of 2,812.12 feet; thence leaving said West line from a tangent bearing of S 61°31'59"E, along said Northerly right-of-way line through a central angle of 07°12'50" for 354.06 feet to the point of tangency; thence S 54°19'09"E along said Northerly right-of-way line for 589.92 feet to the East line of Parcel 64-806A, an existing Air Rights Easement, according to the Stipulated Final Judgment recorded in Official Records Book 5884, Page 4138, of the Public Records of Orange County, Florida, for the POINT OF BEGINNING; thence continue S 54°19'09"E along said Northerly right-of-way line for 30.00 feet; thence leaving said Northerly right-of-way line S 18°31'11"W for 125.59 feet to the Southerly right-of-way line of said CSX Transportation, Inc. Railroad; thence N 54°19'09"W along said Southerly right-of-way line for 30.00 feet to said East line of Parcel 64-806A; thence leaving said Southerly right-of-way line N 18°31'11"E along said East line, for 125.59 feet to the POINT OF BEGINNING.

Containing 36,000 square feet more or less.

THIS IS NOT A SURVEY



482 South Keller Road
Orlando, Florida 32810-6101
Tel : 407/647-7275 Certificate No. LB 24


MICHAEL E. BURNETT
Professional Surveyor and Mapper
Florida Certificate No. 4761

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Date: 11/21/2006
Scale: NA
Job No.: 071635.23
F.B.: NA
Drawn By: HHH / KW
Ckd. By: MEB
Sheet 1 of 2

\\lot152\loc5\DOCEA\Malland_Blv\Final Design\Proj\429-200B\Parcel\CSX_RW_AIRRIGHTS\CSX_RW_SKETCH-KW.dgn

SKETCH AND LEGAL DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 VICK ROAD EXTENSION
 PROJECT NUMBER 429-200B
 PARCEL NO. 875 PART F
 ESTATE: EASEMENT
 PURPOSE: AIR RIGHTS ONLY

N89°20'38"W

1314.99'

5 | 4
 9

NORTH LINE OF SECTION 8

P.O.C.

NE CORNER SECTION 8,
 TOWNSHIP 21 SOUTH,
 RANGE 28 EAST

1" = 100'

NW CORNER
 NE 1/4, NE1/4
 SECTION 8

WEST LINE OF THE
 NE 1/4 OF THE NE 1/4 OF
 SECTION 8

186.73'

S00°14'14"W

NON-TANGENT
 TB=S61°31'59"E

$\Delta = 07^{\circ}12'50"$
 $L = 354.06'$
 $R = 2812.12'$
 $CB = S57^{\circ}55'34"E$

163.00'

L.A. R/W

STATE ROAD 500 U.S. HIGHWAY 441

L.A. R/W

C.S.X. TRANSPORTATION, INC. RAILROAD
 (Formerly FLORIDA CENTRAL RAILROAD)

NORTHERLY R/W LINE

L.A. R/W

S54°19'09"E 589.92'

EAST LINE PARCEL 64-806A

EXISTING AIR RIGHTS EASEMENT
 PARCEL 64-806A
 D.R.B. 5884, PG 4138

SOUTHERLY R/W LINE

P.O.B.

LEGEND

- CB = CHORD BEARING
- L = LENGTH
- O.R.B = OFFICIAL RECORDS BOOK
- PG = PAGE
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- R = RADIUS
- R/W = RIGHT OF WAY
- SF = SQUARE FEET
- Δ = DELTA (CENTRAL ANGLE)
- PT = POINT OF TANGENCY
- TB = TANGENT BEARING

NOTES:

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON THE ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR THE WESTERN BELTWAY, STATE ROAD 429, PROJECT No. 75320-6460-607. BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST AS SHOWN ON SAID MAP, BEING N89°20'38"W.

2. THIS SKETCH AND LEGAL DESCRIPTION HAS BEEN PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.

THIS IS NOT A SURVEY



482 South Keller Road
 Orlando, Florida 32810-6101
 Tel : 407/647-7275 Certificate No. LB 24

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT No. 201**

PARCEL 875 PART G

**AIR RIGHTS EASMENT
(PERPETUAL)**

LEGAL DESCRIPTION

A parcel of land being a portion of the Central Florida Railroad Right of Way, situate in Section 1, Township 21 South, Range 27 East, Orange County, Florida, more particularly described as follows:

Commencing at a 6 inch diameter concrete monument with hole in center (no I.D.) marking the Southwest corner of the Northeast ¼ of said Section 1; thence North 89°59'37" East 2,646.13 feet along the South line of the Northeast ¼ of said Section 1 to the Southeast corner of said Northeast ¼ of Section 1; thence North 00°09'29" East 951.76 feet along the East line of said Northeast ¼ of Section 1; thence departing said East section line, run North 89°50'31" West 9.29 feet to the existing Southwesterly right of way line of Central Florida Railroad (right of way width varies) for a **POINT OF BEGINNING**; thence North 53°46'08" West along said existing Southwesterly right of way line, a distance of 257.88 feet; thence departing said Southwesterly right of way line, run North 00°08'52" West 141.00 feet to the existing Northeasterly right of way line of said Central Florida Railroad; thence South 55°10'26" East 241.47 feet; thence departing said Northeasterly right of way line, run South 03°44'24" East 155.85 feet to the **POINT OF BEGINNING**.

Containing 0.674 acres, more or less.

September 6, 2006

SHEET 1 OF 5

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT No. 201**

PARCEL 875 PART H

**DRAINAGE EASMENT
(PERPETUAL)**

LEGAL DESCRIPTION

A parcel of land being a portion of the Central Florida Railroad Right of Way, situate in Section 1, Township 21 South, Range 27 East, Orange County, Florida, more particularly described as follows:

Commencing at a 6 inch diameter concrete monument with hole in center (no I.D.) marking the Southwest corner of the Northeast $\frac{1}{4}$ of said Section 1; thence North $89^{\circ}59'37''$ East 2,646.13 feet along the South line of the Northeast $\frac{1}{4}$ of said Section 1 to the Southeast corner of said Northeast $\frac{1}{4}$ of Section 1; thence North $00^{\circ}09'29''$ East 951.76 feet along the East line of said Northeast $\frac{1}{4}$ of Section 1; thence departing said East section line, run North $89^{\circ}50'31''$ West 9.29 feet to the existing Southwesterly right of way line of Central Florida Railroad (right of way width varies) for a **POINT OF BEGINNING**; thence North $53^{\circ}46'08''$ West along said Southwesterly right of way line, a distance of 53.14 feet; thence departing said Southwesterly right of way line, run North $36^{\circ}13'52''$ East 12.86 feet; thence South $90^{\circ}00'00''$ East 20.33 feet; thence South $21^{\circ}28'21''$ East 39.96 feet; thence South $03^{\circ}44'24''$ East 4.60 feet to the **POINT OF BEGINNING**.

Containing 794 square feet, more or less.

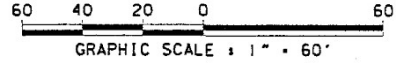
September 6, 2006

SHEET 2 OF 5

SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST

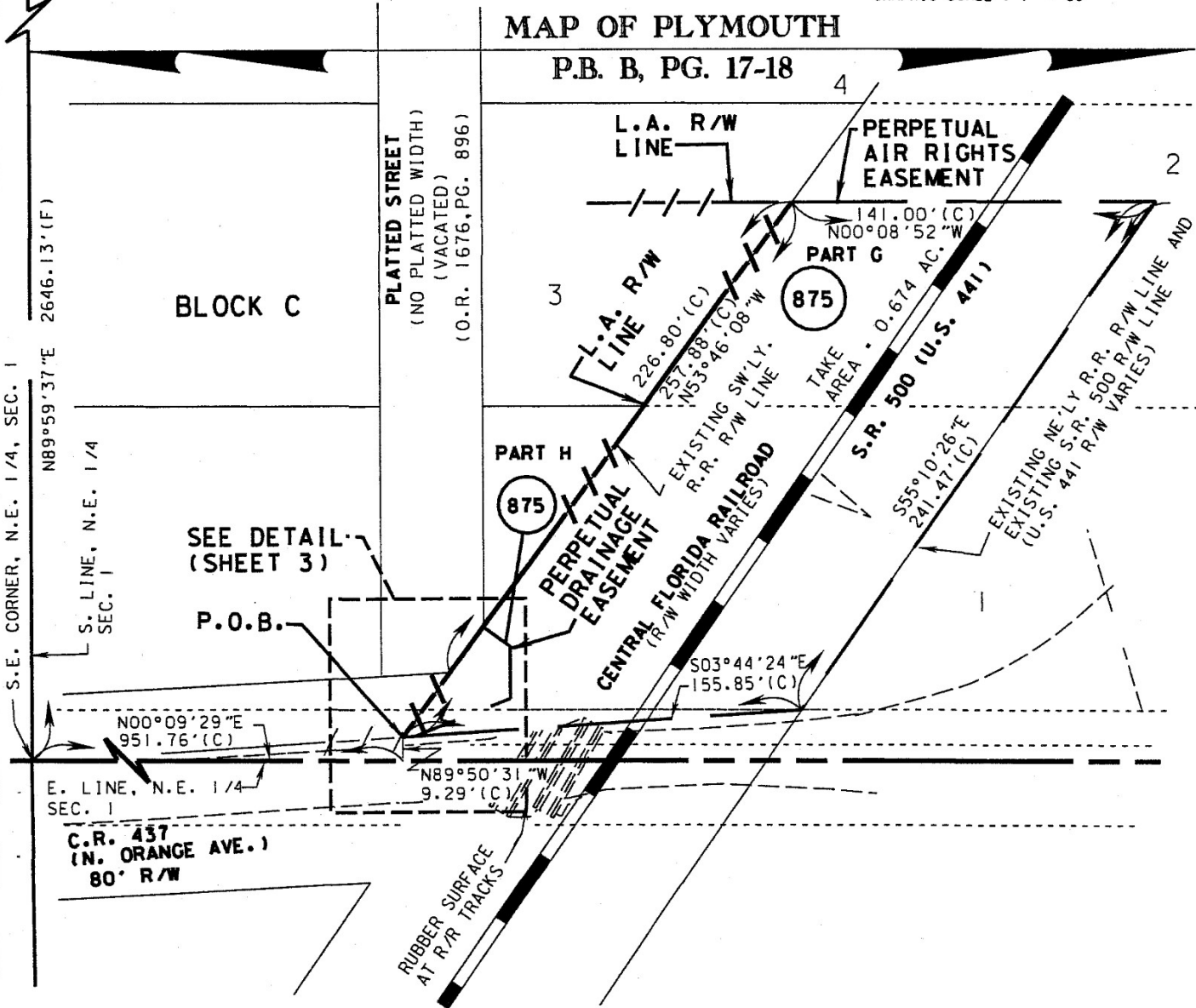
P.O.C.

6" DIA. C.M. W/ HOLE
NO I.D. S.W. COR.
N.E. 1/4, SEC. 1



MAP OF PLYMOUTH

P.B. B, PG. 17-18



THIS SKETCH IS NOT A SURVEY.
SEE SHEETS 1 AND 2 OF 5 FOR LEGAL DESCRIPTIONS.
SEE SHEET 4 OF 5 FOR PARCEL 875 PART H DETAIL.
SEE SHEET 5 OF 5 FOR NOTES & LEGEND.

RIGHT OF WAY
PARCEL SKETCH

STATE ROAD No. 429
MAITLAND BLVD. EXTENSION
OOCEA PROJECT No. 201

PROJECT No. 04-0330.000

PARCEL No. 875 PART G & H

DRMP PROJECT No.
04-0330.000

SHEET 3 OF 5

DATE: 09/06/06

SCALE: 1" = 60'

CHECKED: J. FLICK

DRAWN: P. TEETERS

REVISION

BY

DATE

SKETCH PREPARED BY:



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

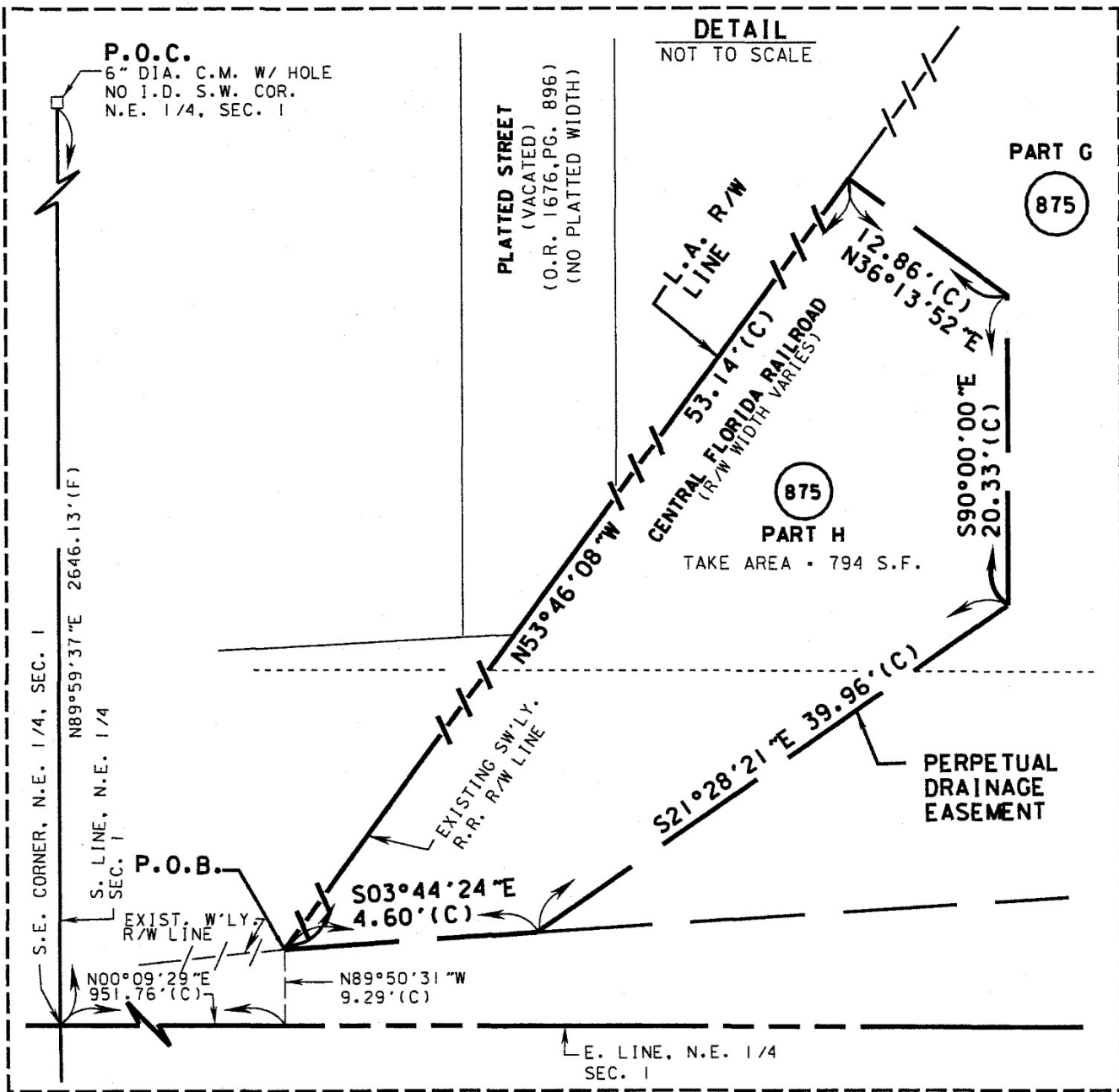
941 Lake Baldwin Lane
Orlando, FL 32814

(407) 896-0594

L.B. No. 2648

James D. Flick

JAMES D. FLICK
FLORIDA REGISTERED LAND SURVEYOR No. 6088
(NOT VALID UNLESS SIGNED AND SEALED)



THIS SKETCH IS NOT A SURVEY.

PARCEL No. 875 PART G & H

SKETCH PREPARED BY

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

941 Lake Baldwin Lane
Orlando, FL 32814
(407) 896-0594
L.B. No. 2648

SEE SHEETS 1 AND 2 OF 5 FOR LEGAL DESCRIPTIONS.
SEE SHEET 3 OF 5 FOR PARCEL SKETCH.
SEE SHEET 5 OF 5 FOR NOTES & LEGEND.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990: THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST AS BEING NORTH 00°09'29" EAST.
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY.
5. THIS SKETCH AND DESCRIPTION HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CERTIFICATE OF TITLE.

LEGEND:

- | | | | |
|--------|--|--------|---------------------------|
| AC. | = ACRE | P.O.B. | = POINT OF BEGINNING |
| AVE. | = AVENUE | P.O.C. | = POINT OF COMMENCEMENT |
| (C) | = CALCULATED DATA | P.B. | = PLAT BOOK |
| COR. | = CORNER | ℙ | = PROPERTY LINE |
| C.M. | = CONCRETE MONUMENT | R.R. | = RAILROAD |
| C.R. | = COUNTY ROAD | (RT.) | = RIGHT |
| DIA. | = DIAMETER | R/W | = RIGHT OF WAY |
| DRMP | = DYER, RIDDLE, MILLS & PRECOURT, INC. | SEC. | = SECTION |
| EXIST. | = EXISTING | S.R. | = STATE ROAD |
| (F) | = FIELD DATA | SW'LY. | = SOUTHWESTERLY |
| I.D. | = IDENTIFICATION | U.S. | = UNITED STATES (HIGHWAY) |
| INC | = INCORPORATED | W'LY. | = WESTERLY |
| L.A. | = LIMITED ACCESS | W/ | = WITH |
| L.B. | = LICENSED (SURVEY) BUSINESS | S.F. | = SQUARE FEET |
| NE'LY. | = NORTH EASTERLY | | |
| NAD | = NORTH AMERICAN DATUM | | |
| No. | = NUMBER | | |
| O.R. | = OFFICIAL RECORDS(BOOK) | | |
| OOCEA | = ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY | | |
| PG. | = PAGE | | |

THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 1 AND 2 OF 5 FOR LEGAL DESCRIPTIONS.
SEE SHEET 3 OF 5 FOR PARCEL SKETCH.
SEE SHEET 4 OF 5 FOR PARCEL 875 PART H DETAIL.

SHEET 5 OF 5

PARCEL No. 875 PART G & H

SKETCH PREPARED BY

 **DRMP**

ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

941 Lake Baldwin Lane
Orlando, FL 32814
(407) 896-0594
L.B. No. 2648

O.O.C.E.A. PROJECT 414-211
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL 376 - SHEET 1 OF 2

LEGEND:

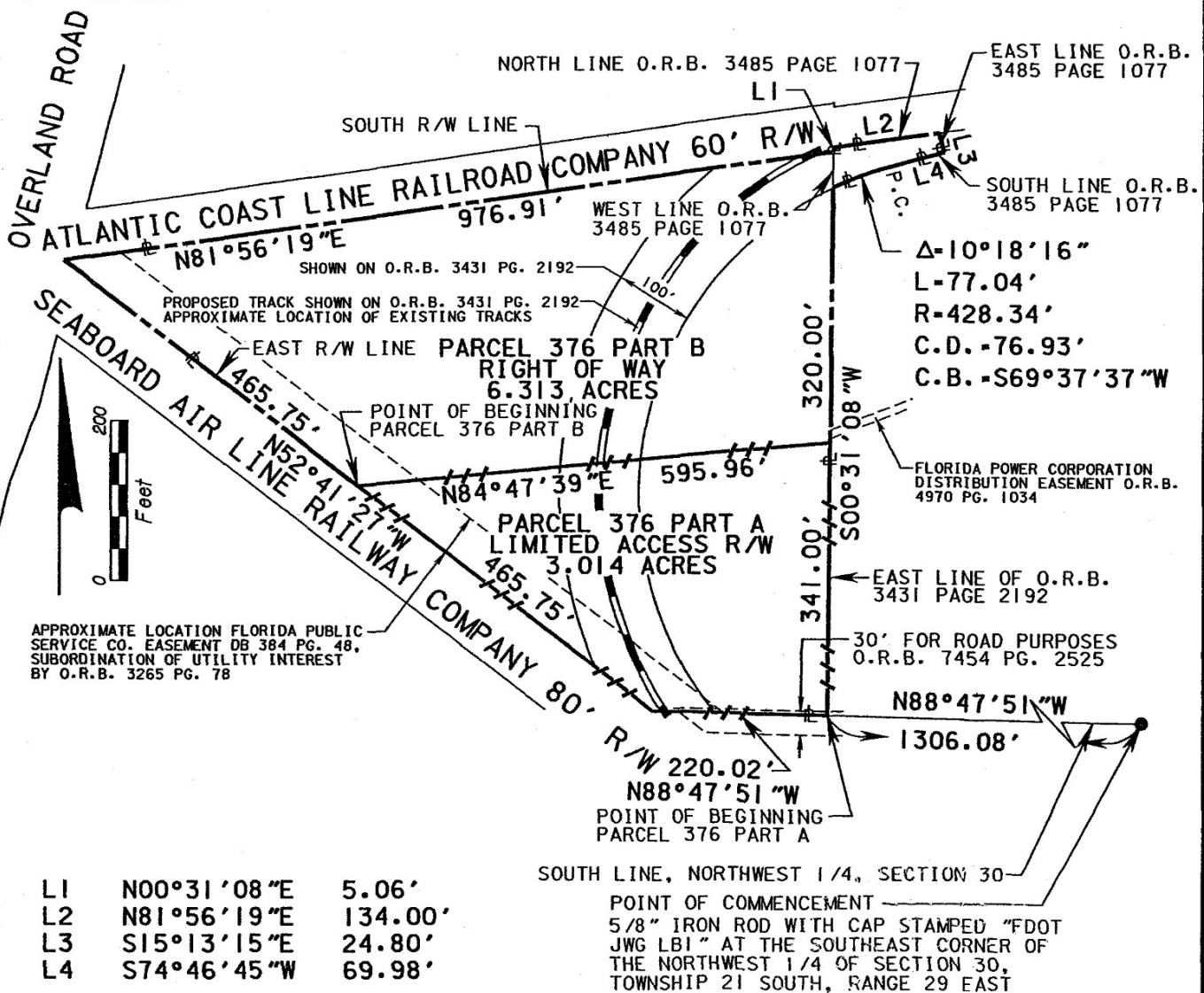
- ⊙ - CENTERLINE
- Δ - DELTA
- L - LENGTH
- R - RADIUS
- C.D. - CHORD
- C.B. - CHORD BEARING
- R/W - RIGHT OF WAY
- S.R. - STATE ROAD
- P.O.B. - POINT OF BEGINNING
- O.R.B. - OFFICIAL RECORDS BOOK
- PG. - PAGE
- P.C. - POINT OF CURVATURE
- P.T. - POINT OF TANGENCY
- P.C.C. - POINT OF COMPOUND CURVATURE
- P.R.C. - POINT OF REVERSE CURVATURE
- ℙ - PROPERTY LINE
- DB - DEED BOOK

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE N.E. 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST BEING N 89°25'06" W.

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.

INFORMATION FROM FIRST AMERICAN TITLE INSURANCE COMPANY CERTIFICATE OF TITLE INFORMATION FILE NUMBERS 850577 AND 04.00344/551118 WERE USED IN THE PREPARATION OF THIS SKETCH.

FLORIDA PUBLIC SERVICE COMPANY EASEMENT DEED BOOK 732, PG. 291 AFFECTS THIS PARCEL BUT CANNOT BE GRAPHICALLY DEPICTED WITHOUT ADDITIONAL INFORMATION.

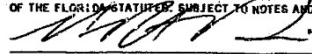


L1	N00°31'08"E	5.06'
L2	N81°56'19"E	134.00'
L3	S15°13'15"E	24.80'
L4	S74°46'45"W	69.98'

SOUTH LINE, NORTHWEST 1/4, SECTION 30
 POINT OF COMMENCEMENT
 5/8" IRON ROD WITH CAP STAMPED "FDOT
 JWG LBI" AT THE SOUTHEAST CORNER OF
 THE NORTHWEST 1/4 OF SECTION 30,
 TOWNSHIP 21 SOUTH, RANGE 29 EAST

For: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 Date: Sept. 27, 2006
 Project No.: P04-01
 Drawn: W. BYRD Chkd.: HPV

 **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

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 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.
 10-10-2006
 H. Paul deVries, Professional Land Surveyor No. 4990 DATE

O.O.C.E.A. PROJECT 414-211
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
PARCEL 376 - SHEET 2 OF 2

PARCEL 376 PART A LIMITED ACCESS RIGHT OF WAY

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1306.08 FEET TO A POINT ON THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3431 PAGE 2192 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°47'51" WEST ALONG SAID SOUTH LINE A DISTANCE OF 220.02 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE SEABOARD AIR LINE RAILWAY COMPANY; THENCE NORTH 52°41'27" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 465.75 FEET; THENCE NORTH 84°47'39" EAST A DISTANCE OF 595.96 FEET TO A POINT ON THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3431 PAGE 2192; THENCE SOUTH 00°31'08" WEST ALONG SAID EAST LINE A DISTANCE OF 341.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.014 ACRES, MORE OR LESS.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 414 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

AND PARCEL 376 PART B RIGHT OF WAY

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1306.08 FEET TO A POINT ON THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3431 PAGE 2192 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE NORTH 88°47'51" WEST ALONG SAID SOUTH LINE A DISTANCE OF 220.02 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE SEABOARD AIR LINE RAILWAY COMPANY; THENCE NORTH 52°41'27" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 465.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 52°41'27" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 465.75 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY; THENCE NORTH 81°56'19" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 976.91 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485 PAGE 1077 OF THE PUBLIC RECORDS OF ORANGE COUNTY; THENCE NORTH 00°31'08" EAST ALONG SAID WEST LINE A DISTANCE OF 5.06 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3485 PAGE 1077; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH LINE A DISTANCE OF 134.00 FEET TO A POINT ON THE EAST LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3485 PAGE 1077; THENCE SOUTH 15°13'15" EAST ALONG SAID EAST LINE A DISTANCE OF 24.80 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3485 PAGE 1077; THENCE SOUTH 74°46'45" WEST ALONG SAID SOUTH LINE A DISTANCE OF 69.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 428.34 FEET AND A CHORD DISTANCE OF 76.93 FEET THAT BEARS SOUTH 69°37'37" WEST; THENCE RUN WEST ALONG SAID SOUTH LINE AND THE ARC OF SAID CURVE A DISTANCE OF 77.04 FEET THROUGH A CENTRAL ANGLE OF 10°18'16" TO A POINT ON THE EAST LINE OF AFOREMENTIONED LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3431 PAGE 2192; THENCE SOUTH 00°31'08" WEST ALONG SAID EAST LINE A DISTANCE OF 320.00 FEET; THENCE SOUTH 84°47'39" WEST A DISTANCE OF 595.96 FEET TO THE POINT OF BEGINNING, CONTAINING 6.313 ACRES, MORE OR LESS.

For: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
Date: Sept. 27, 2006

Project No.: P04-01

Drawn: W. BYRD Chkd.: HPV

LEGAL DESCRIPTION



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. 6956

Project 414-211
Parcels 375A Part 3 and 375C

Prepared By:
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Reserved for Recording

Project 414-211
Parcels 375A Part 3 and 375C

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 **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 **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address 201 South Rosalind Avenue, Orlando, Florida 32801 (“**Grantee**”).

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency 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 real property, situate, lying and being in Orange County, Florida, more particularly described as follows (“**Property**”):

SEE ATTACHED EXHIBIT “A”

Property Appraiser’s Parcel Number 30-21-29-0000-00-123

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 covenants, conditions, restrictions, reservations, and easements which are set forth below:

- a) 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.) 414 right-of-way property which may otherwise accrue to any property abutting said right-of-way. Grantee has no rights of ingress, egress, or access to S.R. 414 from the Grantee's property, nor does Grantee have any rights of light, air or view from S.R. 414. Grantor is not conveying or restoring any other abutters' rights, including, without limitation, any claims for ingress, egress, air, light and view between the Property being conveyed, any abutting property, S.R. 414 and any other remaining property owned by Grantor.
- b) By acceptance of this deed, Grantee expressly agrees for itself, and its successors and assigns, to prevent any use of the Property which would interfere with S.R. 414 or otherwise constitute a hazard for S.R. 414 or any related system or structure.
- c) By acceptance of this deed, Grantee acknowledges that the Property was acquired via eminent domain and is subject to Section 73.013, Florida Statutes.
- d) By acceptance of this deed, Grantee expressly agree for itself, and its successors and assigns that in the event Grantee no longer uses the Property (or any part thereof) for public pedestrian or recreational purposes, then all right, title, and interest to the Property that is not used for public pedestrian or recreational purposes shall automatically revert back to CFX at CFX's option and at no cost to CFX. The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.
- e) Easements, covenants, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, provided; however, this reference shall not operate to reimpose the same.
- f) Ad valorem real property taxes and assessments, if applicable, for the year 2020 and subsequent years.

The preparer of this deed was neither furnished with, nor requested to review, an abstract of title for the above described Property and therefore expresses no opinion as to the condition of title.

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”

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

Signature

By: _____
Brenda Carey, Chairman

Print Name

Date: _____

Second Witness:

ATTEST: _____
Regla (“Mimi”) Lamaute
Board Services Coordinator

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ____ day of _____,
2020 for its exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2020, by _____, as Chairman of the Central Florida Expressway
Authority, on behalf of the organization. She is personally known to me OR produced _____
_____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"
Legal Description of Property

Property Description

COMM SE COR OF NW1/4 OF SEC 30-21-29 TH S88-47-51E 126.36 FT TH N29-26-36W 1002.96 FT TO A PT ON S LINE OF THE ATLANTIC COAST LINE RAILROAD CO R/W AND POB TH CONT N29-26-36W 22.58 FT TH N81-53-39E 674.52 FT TO A PT ON A NON-TANG CURVE CONCAVE NLY W/ RAD 1934.82 FT A CHORD 288.78 FT BEARING S77-39-32W TH RUN WLY ALONG ARC OF SAID CURVE THROUGH A CENT ANG 08-33-35 289.05 FT TH S81-56-19W 378.31 FT TO POB & COMM SE COR OF NW1/4 OF SEC 30-21-29 TH S88-47-51E 126.36 FT TH N29-26-36W 1002.96 FT TO A PT ON S LINE OF THE ATLANTIC COAST LINE RAILROAD CO R/W TH CONT N29-26-36W 22.58 FT FOR POB TH CONT N29-26-36W 31.11 FT TH N81-56-19E 397.89 FT TO A PT OF CURVATURE OF A CURVE CONCAVE NLY W RAD 1884.82 FT A CHORD OF 1125.46 FT WHICH BEARS N64-34-03E TH RUN ELY ALONG ARC OF SAID CURVE THROUGH A CENT ANG 34-44-31 1142.89 FT TH N47-11-48E 793.92 FT TH S 89-15-45E 72.58 FT TH S47-11-48W 746.53 FT TO A PT OF CURVATURE OF A CURVE CONCAVE NWLY W/ RAD 1934.82 FT A CHORD 876.48 FT WHICH BEARS S60-17-16W TH RUN SWLY ALONG ARC OF SAID CURVE THROUGH A CENT ANG 26-10-57 884.15 FT TH S81-53-39W 674.52 FT TO POB

Total Land Area 151,744 sq. ft. (+/-) or 3.48 acres (+/-)



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

April 13, 2020

Mr. Glenn Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

DRAFT

RE: TRANSFER OF PROPERTY
Project 414-211
CFX Parcel 414 Parcel 375A Part 3 & 375 C
SR 414 and US 441 Interchange

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the "Consulting Engineer") to the Central Florida Expressway Authority ("CFX") does here by certify as follows:

1. We have reviewed the limits of the parcels known as SR 414-211-375 Part A and 375 C or Tax ID 30-21-29-0000-00-123 described in Exhibit A and attached. These parcels were purchased as non-limited access right of way within the SR 414 Project. In our opinion, we certify that these parcels are no longer essential the operation of the CFX system and would not impede or restrict the current or future construction, operation or maintenance of the CFX System.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Diego "Woody" Rodriguez, Esq. CFX (w/ enc.)

A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DECLARING PROPERTY AS SURPLUS PROPERTY
AVAILABLE FOR SALE AND AUTHORIZING THE
DONATION OF SURPLUS PROPERTY TO ORANGE
COUNTY

WHEREAS, the Central Florida Expressway ("CFX"), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the "Expressway Facilities"), 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 Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the "Policy"), which Policy provides for the disposal of real property unnecessary or unsuitable for CFX's use; and

WHEREAS, pursuant to the Policy, "Excess Property" is "[r]eal property, of any monetary value, located outside of the current operating Right of Way limits of CFX not currently needed to support existing Expressway Facilities as determined by staff;" and

WHEREAS, pursuant to the Policy, where Excess Property is not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes, the CFX Board may declare such Excess Property to be "Surplus Property" through the adoption of a resolution and direct that the Surplus Property be sold; and

WHEREAS, section 5-1.01 of the Policy allows CFX to waive the procedures in a particular circumstance where deemed to be in the best interest of CFX and the public, provided that such waiver is not in conflict with state or federal law; and

WHEREAS, CFX staff and its General Engineering Consultant have examined the Expressway Facilities for State Road ("S.R.") 414 adjacent to the interchange for 441 and determined that approximately 3.48 acres of real property, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Parcel") is not needed to support existing Expressway Facilities; and

WHEREAS, CFX's General Engineering Consultant has certified that the Parcel is not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes and that the disposition of the Parcel would not impede or restrict the Expressway System; and

WHEREAS, CFX’s Right of Way Committee has determined that it is in the best interest of CFX and the public to designate the Parcel as Excess Property; and

WHEREAS, in light of the foregoing circumstances, CFX's Right of Way Committee has recommended that that the Parcel be designated as Excess Property and that the CFX Board adopt a resolution declaring the Parcel to be Surplus Property; and

WHEREAS, Orange County, a charter county and political subdivision of the State of Florida (“County”), has made an application to CFX to request a donation of the Parcel from CFX to the County for public pedestrian and recreational purposes; and

WHEREAS, the County and CFX entered into that certain Utility Adjustment Agreement dated September 11, 2007 (“Utility Agreement”), whereby CFX and County agreed that CFX would acquire the Parcel and relocate certain County utilities from the location of the planned right-of-way for S.R. 414 to the Parcel; and

WHEREAS, Orlando-Orange County Expressway Authority, now CFX, acquired the Parcel from CSX Transportation, Inc. (“CSX”) through an uncontested eminent domain proceeding for the relocation of County utilities and a shared bike path from the planned right-of-way for S.R. 414 in accordance with the requirements of the Utility Agreement; and

WHEREAS, pursuant to the terms of the Utility Agreement, CFX and County anticipated that the Parcel would be available as a shared use path with utilities for use by the County; and

WHEREAS, as part of the acquisition of the Parcel from CSX, CSX required CFX record that certain Declaration of Restrictive Covenants dated June 1, 2007 and recorded November 28, 2007 in Official Records Book 9516, Page 4989, Public Records of Orange County, Florida, further restricting and limiting the use of the Parcel; and

WHEREAS, CFX’s Right of Way Committee has determined that the donation of the Parcel to the County for public pedestrian and recreational purposes would be in the best interest of CFX and the public; and

WHEREAS, after reviewing the County’s application, CFX’s Right of Way Committee has recommended that the Parcel be donated to the County for public purposes, in accordance with CFX's Policy, except for the following conditions or modifications: (1) separate notice to the local government in which the Parcel is located is not required; and (2) conveyance will be via Quit Claim Deed, rather than Special Warranty Deed, subject to a deed restriction and right of reverter restricting the use of the Parcel for public pedestrian and recreational uses.

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

1. CFX hereby declares that the Parcel identified in **Exhibit "A"** attached hereto ("Parcel") is not essential for present or future construction, operation or maintenance of the Expressway Facilities or essential for CFX purposes and is Excess Property.

2. CFX hereby finds that it is in the best interest of CFX and the public to declare the Parcel as Surplus Property, and CFX hereby declares the Parcel as Surplus Property available for sale.

3. CFX hereby finds that it is in the interest of both CFX and the public to sell Parcel to the County for public pedestrian and recreational purposes.

4. Accordingly, CFX hereby declares that the Parcel may be donated to the County for public purposes, in accordance with CFX's Policy, except for the following conditions or modifications: (1) separate notice to the local government in which the Parcel is located is not required; and (2) conveyance will be via Quit Claim Deed, rather than Special Warranty Deed, subject to a deed restriction and right of reverter restricting the use of the Parcel for public pedestrian and recreational uses.

5. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____ 2020.

Brenda Carey, Chairman

ATTEST: _____
Regla ("Mimi") Lamaute
Board Services Coordinator

Approved as to form and legality

Diego "Woody" Rodriguez
General Counsel

EXHIBIT "A"

Legal Description of Property

Property Description

COMM SE COR OF NW1/4 OF SEC 30-21-29 TH S88-47-51E 126.36 FT TH N29-26-36W 1002.96 FT TO A PT ON S LINE OF THE ATLANTIC COAST LINE RAILROAD CO R/W AND POB TH CONT N29-26-36W 22.58 FT TH N81-53-39E 674.52 FT TO A PT ON A NON-TANG CURVE CONCAVE NLY W/ RAD 1934.82 FT A CHORD 288.78 FT BEARING S77-39-32W TH RUN WLY ALONG ARC OF SAID CURVE THROUGH A CENT ANG 08-33-35 289.05 FT TH S81-56-19W 378.31 FT TO POB & COMM SE COR OF NW1/4 OF SEC 30-21-29 TH S88-47-51E 126.36 FT TH N29-26-36W 1002.96 FT TO A PT ON S LINE OF THE ATLANTIC COAST LINE RAILROAD CO R/W TH CONT N29-26-36W 22.58 FT FOR POB TH CONT N29-26-36W 31.11 FT TH N81-56-19E 397.89 FT TO A PT OF CURVATURE OF A CURVE CONCAVE NLY W RAD 1884.82 FT A CHORD OF 1125.46 FT WHICH BEARS N64-34-03E TH RUN ELY ALONG ARC OF SAID CURVE THROUGH A CENT ANG 34-44-31 1142.89 FT TH N47-11-48E 793.92 FT TH S 89-15-45E 72.58 FT TH S47-11-48W 746.53 FT TO A PT OF CURVATURE OF A CURVE CONCAVE NWLY W/ RAD 1934.82 FT A CHORD 876.48 FT WHICH BEARS S60-17-16W TH RUN SWLY ALONG ARC OF SAID CURVE THROUGH A CENT ANG 26-10-57 884.15 FT TH S81-53-39W 674.52 FT TO POB

Total Land Area

151,744 sq. ft. (+/-)

or

3.48 acres (+/-)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Right-of-Way Committee Members

FROM: Laura Newlin Kelly, Associate General Counsel

DATE: April 17, 2020

RE: Jurisdictional Transfer from the Central Florida Expressway Authority (“CFX”) to Orange County, Florida (“County”) pertaining to State Road 414 Project No. 414-211, Parcel 408, Part H

BACKGROUND

On or about February 28, 2006, the Orlando/Orange County Expressway Authority (now CFX) acquired under threat of condemnation certain real property from Rose Grove, Inc. (“Seller”) for the construction of the planned Maitland Boulevard Extension-U.S. 441 Interchange. A portion of the real property acquired for the construction of the interchange was a parcel of land comprising approximately 2,100 square feet known as Parcel 408, Part H, Orange County Parcel No. 30-21-29-0000-00-114 (referred to herein as the “Lift Station Parcel”). The Lift Station Parcel is more particularly depicted on the map and aerial attached as **Exhibit “A”**. The Lift Station Parcel is currently utilized as an existing lift station identified as Pump Station 3465 operated and maintained by Orange County. The lift station provides sewer collection for the adjacent community and is utilized to transmit wastewater to the County’s wastewater treatment facility. While not necessary for the construction of the interchange, the Lift Station Parcel was acquired by CFX as a part of a more substantial transaction whereby CFX acquired approximately 20 acres of real property from the Seller for approximately \$7,041,600.00. There was no additional consideration paid by CFX for the Lift Station Parcel nor does it appear that CFX had any need for the Lift Station Parcel at the time of acquisition as it was already being used as a pump station.

On or about April 26, 2019, the County made an application to CFX to request that CFX determine if the Lift Station Parcel can be declared surplus and if deemed surplus, to adopt a resolution transferring the Lift Station Parcel to the County. The County’s application is attached hereto as **Exhibit “B”**. Pursuant to CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (“Policy”), CFX staff and CFX’s General Engineering Consultant have examined the Lift Station Parcel and have determined that the Lift Station Parcel is not needed to support existing Expressway Facilities. Accordingly, CFX’s General Engineering Consultant has certified that the Lift Station Parcel is not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes and that the disposition of the Lift Station Parcel would not impede or restrict the Expressway System. As a result, the Lift Station Parcel can be declared surplus property in accordance with the terms of the Policy.

Based on the County's ongoing use, operation and maintenance of the Lift Station Parcel as a pump station, it is recommended that the Right of Way Committee recommend that the conveyance of the Lift Station Parcel is in the best interests of CFX and the public and as such, it is recommended that the Lift Station Parcel be disposed of pursuant to the proposed Quit Claim Deed attached hereto as **Exhibit "C"**.

REQUEST

A recommendation by the Right-of-Way Committee for CFX Board's approval of the Resolution Declaring CFX's Interest in Parcel 408, Part H as Surplus Property and CFX's Board's approval of the Quit Claim Deed from CFX to the County in a form substantially similar to the attached Quit Claim Deed, subject to the approval of the legal descriptions by CFX's General Engineering Consultant and General Counsel or designee.

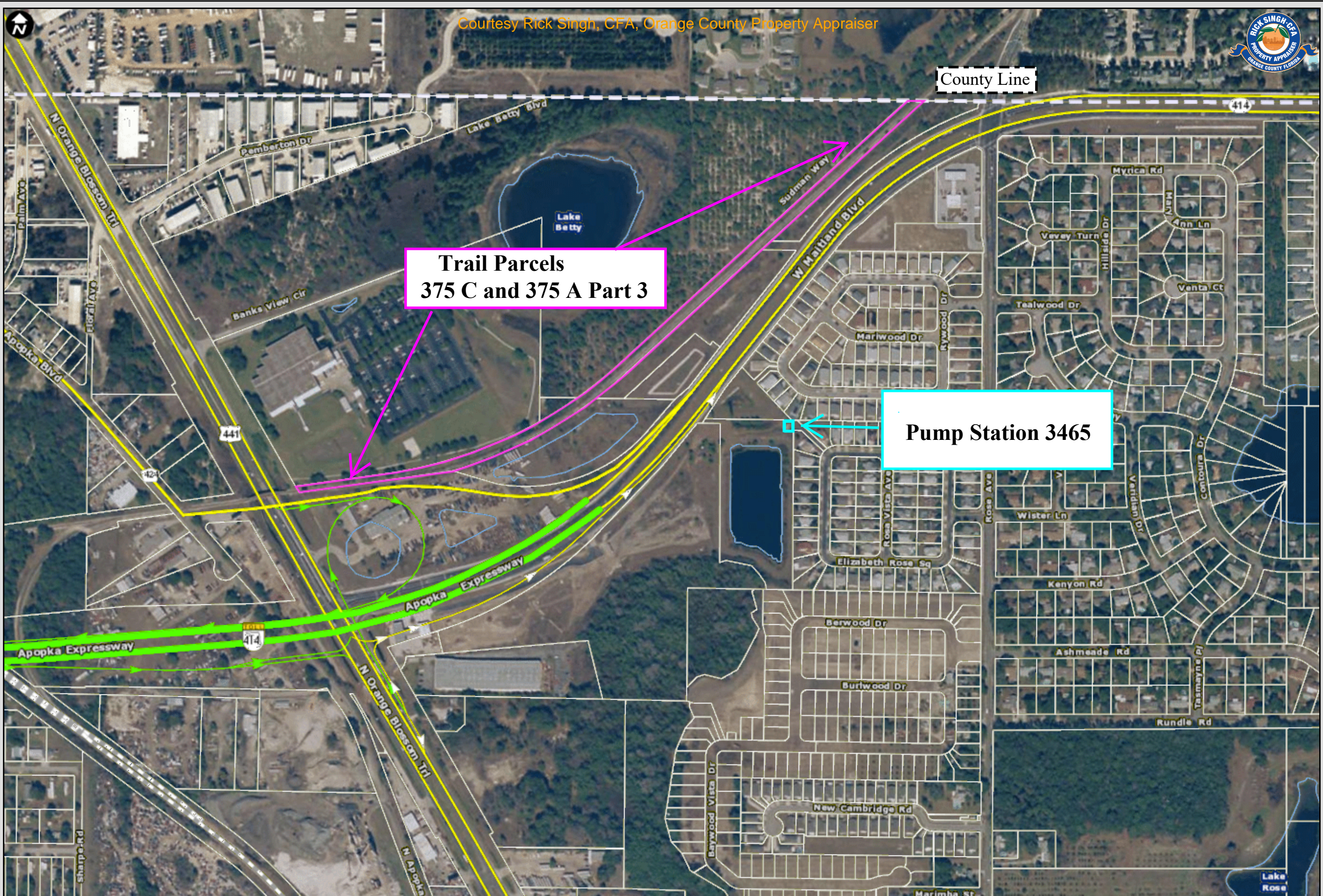
ATTACHMENTS

- A. Map and Aerial
- B. Application from Orange County Utilities dated April 26, 2019
- C. Quit Claim Deed
- D. Certificate from CFX's General Engineering Consultant
- E. Resolution Declaring Parcels 375A, Part 3 and 375C as Surplus Property and Authorizing the Conveyance of Parcels 375A, Part 3 and 375C to Orange County Pursuant to that Certain Quit Claim Deed

Courtesy Rick Singh, CFA, Orange County Property Appraiser



- Florida Turnpike
- Interstate 4
- Toll Road
- Major Roads
- Public Roads
- Gated Roads
- Road Under Construction
- Proposed Road
- US Road 441
- State Road 436
- County Road 551
- Toll Ramp
- Interstate Ramp
- One Way
- Brick Road
- Rail Road
- Proposed SunRail
- Block Line
- Lot Line
- Residential
- Agriculture
- Commercial/Institutional
- Governmental/Institutional/Misc
- Commercial/Industrial Vacant Land
- Hydro
- Waste Land
- Agricultural Curtilage
- County Boundary
- Parks
- Golf Course
- Lakes and Rivers
- Building
- Point of Interest
- Urgent Care Center
- Power Plant



**Trail Parcels
375 C and 375 A Part 3**

Pump Station 3465



RAYMOND E. HANSON, P.E., *Director*

9150 Curry Ford Road
Orlando, Florida 32825-7600
Telephone: 407-254-9809
Fax: 407-254-9899
Email: Ray.Hanson@ocfl.net

April 26, 2019

Ms. Laura Kelley, Executive Director
Central Florida Expressway Authority
Administration and Operations Building
4974 ORL Tower Road
Orlando, FL 32807

Subject: Pump Station 3465 (Rose Industrial Park); Parcel 101

Dear Ms. Kelley:

The Orange County Utilities Department (County) seeks the recommendation of the Right of Way Committee to the CFX Board for approval to acquire the following land owned by the Central Florida Expressway Authority (CFX).

The County respectfully requests the Executive Director to commence process of determining whether the following property be considered to be placed on the Surplus Property Lands Available List, in order to consider the sale of surplus property per Florida Statutes 125.38, allowing CFX Board to adopt in the form of a Resolution the transfer of the property; if deemed surplus.

It is the County's understanding that the Right of Way Committee may review the County's request, and make a recommendation regarding the future use of the property to its Board. Such recommendation may permit the surplus of said lands and the land transfer, advising the County of the intent of sale of the land for public use once the property has been placed on the CFX Surplus Property Lands Available List.

DESCRIPTION AND BACKGROUND

The property is a 50 feet by 40.56 feet square parcel, being 2,010 square feet and abutting platted property with access to the County through the Rose Cove Plat, Tract A, recorded in the Public Records in Official Records Plat Book 28, Page 51, lying in the Southeast 1/4 of the Northeast 1/4 of unincorporated Orange County and is comprised of one (1) tax parcel being: 30-21-29-0000-00-114.

The lift station services sewer collection for the surrounding community and is needed to transmit wastewater to Orange County Utility's wastewater treatment facility. The property transfer is needed in order for Orange County Utilities to access, service and maintain the Pump Station 3465 (Rose Industrial Park).

The property was conveyed to Orlando-Orange County Expressway Authority by virtue of Warranty Deed in Official Records Book 8507, Page 1303, recorded on March 2, 2006.

PURPOSE

The County requests the said property be transferred for the use of a lift station for the existing Pump Station 3465 (Rose Industrial Park) Project.

VALUATION

CFX approached the County regarding the transfer of the CFX owned property to transfer over the County serviced lift station to the County at no cost. County will provide the ESA Phase 1.

REQUESTED ACTION

The County respectfully seeks the Executive Director's assistance and the Right of Way Committee's recommendation, to initiate the process to surplus said lands, in order to transfer the property identified as Property Appraiser Tax ID No.: 30-21-29-0000-00-114 over to the County by virtue of deed.

Sincerely,



Raymond E. Hanson, P. E., Director
Orange County Utilities

Attachments:

Property Appraiser Tax ID Folio Card

Warranty Deed recorded in Official Records Book 8507, Page 1303

GIS Map

c: Paul Sladek, Manager, Real Estate Management Division
Theresa A. Avery, Senior Acquisition Agent, Real Estate Management Division

Project 414-211
Parcel 408 Part H

Prepared By:
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Reserved for Recording

Project 414-211
Parcel 408 Part H

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 **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 **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address 201 South Rosalind Avenue, Orlando, Florida 32801 (“**Grantee**”).

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency 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 real property, situate, lying and being in Orange County, Florida, more particularly described as follows (“**Property**”):

SEE ATTACHED EXHIBIT “A”

Property Appraiser’s Parcel Identification Number: 30-21-29-0000-00-114

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 covenants, conditions, restrictions, reservations, and easements which are set forth below:

- a) 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.) 414 right-of-way property which may otherwise accrue to any property abutting said right-of-way. Grantee has no rights of ingress, egress, or access to S.R. 414 from the Grantee's property, nor does Grantee have any rights of light, air or view from S.R. 414. Grantor is not conveying or restoring any other abutters' rights, including, without limitation, any claims for ingress, egress, air, light and view between the Property being conveyed, any abutting property, S.R. 414 and any other remaining property owned by Grantor.
- b) By acceptance of this deed, Grantee expressly agrees for itself, and its successors and assigns, to prevent any use of the Property which would interfere with S.R.414 or otherwise constitute a hazard for S.R. 414 or any related system or structure.
- c) Easements, covenants, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, provided; however, this reference shall not operate to reimpose the same.
- d) Ad valorem real property taxes and assessments, if applicable, for the year 2020 and subsequent years.

The preparer of this deed was neither furnished with, nor requested to review, an abstract of title for the above described Property and therefore expresses no opinion as to the condition of title.

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”

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

Signature

Print Name

By: _____
Brenda Carey, Chairman

Date: _____

Second Witness:

ATTEST: _____
Regla (“Mimi”) Lamaute
Board Services Coordinator

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ___ day of _____,
2020 for its exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
2020, by _____, as Chairman of the
Central Florida Expressway Authority, on behalf of the organization. She is personally known to
me OR produced _____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"
Legal Description of the Property

Begin at the Northwest corner of Tract A, Rose Cove, as recorded in Plat Book 28, Page 51: Thence run South 50 feet, West 40.56 feet, East to the Point of Beginning, in Section 30, Township 21, Range 29 east, lying and being in Orange County, Florida.



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

February 5, 2020

Mr. Glenn Pressimone, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

DRAFT

RE: TRANSFER OF PROPERTY
Project 414-211
CFX Parcel 408 Part H
Rose Industrial Park

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the "Consulting Engineer") to the Central Florida Expressway Authority ("CFX") does here by certify as follows:

1. We have reviewed the limits of the parcel known as Pump Station 3465 or Orange County Tax ID 30-21-29-0000-00-114 described in Exhibit A and attached. This parcel was purchased as part of SR 414 Project. In our opinion, we certify that this parcel is no longer essential the operation of the CFX system, and would not impede or restrict the current or future construction, operation or maintenance of the CFX System.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Diego "Woody" Rodriguez, Esq. CFX (w/ enc.)

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DECLARING PROPERTY AS SURPLUS PROPERTY
AVAILABLE FOR SALE AND AUTHORIZING THE
DONATION OF SURPLUS PROPERTY TO ORANGE
COUNTY**

WHEREAS, the Central Florida Expressway (“CFX”), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “Expressway Facilities”), 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 Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the “Policy”), which Policy provides for the disposal of real property unnecessary or unsuitable for CFX’s use; and

WHEREAS, pursuant to the Policy, “Excess Property” is “[r]eal property, of any monetary value, located outside of the current operating Right of Way limits of CFX not currently needed to support existing Expressway Facilities as determined by staff;” and

WHEREAS, pursuant to the Policy, where Excess Property is not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes, the CFX Board may declare such Excess Property to be “Surplus Property” through the adoption of a resolution and direct that the Surplus Property be sold; and

WHEREAS, section 5-1.01 of the Policy allows CFX to waive the procedures in a particular circumstance where deemed to be in the best interest of CFX and the public, provided that such waiver is not in conflict with state or federal law; and

WHEREAS, CFX staff and its General Engineering Consultant have examined the Expressway Facilities for State Road (“S.R.”) 414 adjacent to the interchange for 441 and determined that a parcel of land consisting of 2,100 square feet of real property currently operated and maintained as an Orange County lift station identified by Orange County as Pump Station Plant 3465, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (“Parcel”) is not needed to support existing Expressway Facilities; and

WHEREAS, CFX's General Engineering Consultant has certified that the Parcel is not essential for present or future construction, operation or maintenance of the Expressway Facilities

or for CFX purposes and that the disposition of the Parcel would not impede or restrict the Expressway System; and

WHEREAS, CFX’s Right of Way Committee has determined that it is in the best interest of CFX and the public to designate the Parcel as Excess Property; and

WHEREAS, in light of the foregoing circumstances, CFX's Right of Way Committee has recommended that that the Parcel be designated as Excess Property and that the CFX Board adopt a resolution declaring the Parcel to be Surplus Property; and

WHEREAS, Orange County, a charter county and political subdivision of the State of Florida (“County”), has made an application to CFX to request a donation of the Parcel from CFX to the County for public utility purposes; and

WHEREAS, when CFX acquired the Parcel in February 28, 2006 from Rose Grove, Inc., no consideration was paid for the Parcel; and

WHEREAS, CFX’s Right of Way Committee has determined that the sale of the Parcel to the County for public utility purposes would be in the best interest of CFX and the public; and

WHEREAS, after reviewing the County’s application, CFX’s Right of Way Committee has recommended that the Parcel be donated to the County for public utility purposes, in accordance with CFX's Policy, except for the following conditions or modifications: (1) separate notice to the local government in which the Parcel is located is not required; and (2) conveyance will be via Quit Claim Deed, rather than Special Warranty Deed.

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

- 1. CFX hereby declares that the Parcel identified in Exhibit “A” attached hereto (“Parcel”) is not essential for present or future construction, operation or maintenance of the Expressway Facilities or essential for CFX purposes and is Excess Property.
2. CFX hereby finds that it is in the best interest of CFX and the public to declare the Parcel as Surplus Property, and CFX hereby declares the Parcel as Surplus Property available for sale.
3. CFX hereby finds that it is in the interest of both CFX and the public to sell the Parcel to the County for public utility purposes.
4. Accordingly, CFX hereby declares that the Parcel may be donated to the County for public utility purposes via Quit Claim Deed in accordance with CFX’s Policy, except for the following conditions or modifications: (1) separate notice to the local government in which the Parcel is located is not required; and (2) conveyance will be via Quit Claim Deed, rather than Special Warranty Deed.

5. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____ 2020.

Brenda Carey, Chairman

ATTEST: _____
Regla (“Mimi”) Lamaute
Board Services Coordinator

Approved as to form and legality

Diego “Woody” Rodriguez
General Counsel

EXHIBIT "A"

Legal Description of the Property

Begin at the Northwest corner of Tract A, Rose Cove, as recorded in Plat Book 28, Page 51: Thence run South 50 feet, West 40.56 feet, East to the Point of Beginning, in Section 30, Township 21, Range 29 east, lying and being in Orange County, Florida.