

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RIGHT OF WAY COMMITTEE
August 26, 2020
2:00 p.m.
Virtual Meeting Call in Number: 321.430.0870
Conference Input: 897 295 751#

1. **CALL TO ORDER**

2. **PUBLIC COMMENT**

Pursuant to Executive Order 2020-69, and as extended by Executive Orders 2020-112, 2020-123, 2020-139, 2020-150, 2020-179 and 2020-193, all 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 shall be emailed to ROWComments@cfxway.com and must be received by 5:00 p.m. on August 25, 2020 to be included as part of the record. All comments will be shared with Committee Members but only comments related to Committee items being voted upon will be included in the record. Please indicate the agenda item number related to your comments in your email subject heading.

Such comments are to be limited to any such items that are identified on the meeting agenda as requiring action. Public comments may be read into the record except that if the comments exceed 3 minutes in length, when read, they will only be attached as part of the minutes. In any case, all comments received will be distributed electronically to all members in advance of the meeting.

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.

3. **APPROVAL OF MINUTES**

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RIGHT OF WAY COMMITTEE
August 26, 2020
2:00 p.m.
Virtual Meeting Call in Number: 321.430.0870
Conference Input: 897 295 751#

4. STATE ROAD 538: AGREEMENT FOR GRANT OF EASEMENT BETWEEN TOHOPEKALIGA WATER AUTHORITY (“TWA”) AND CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PROJECT: 538-165

–Laura N. Kelly, Associate General Counsel, CFX

Requesting the Committee’s recommendation for Board approval of an Agreement for a Grant of Easement.
Action Item.

5. OTHER BUSINESS

Discussion of Issuance of a Request For Proposals for Appraiser Services.
Informational Item.

6. 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.

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

Location: Virtual Meeting
Call (321) 430-0870
Input Conference ID: 679 523 346#

Committee Members Present:

Todd Hudson, Osceola County Representative, Committee Chairman
Jean Jerji, Seminole County, Representative
Laurie Botts, City of Orlando Representative
Bob Babcock, Orange County Alternative Representative
Brian Sheahan, Lake County Representative
John Denninghoff, Brevard County Representative

Committee Members Not Present:

Christopher Murvin, Citizen Representative

CFX Staff Present:

Laura Kelley, Executive Director
Diego "Woody" Rodriguez, General Counsel
Laura Newlin Kelly, Associate General Counsel
Will Hawthorne, Director of Engineering
Mala Iley, Recording Secretary

Item 1: CALL TO ORDER

The meeting was called to order at 2:05 p.m. by Chairman Todd Hudson. In accordance with Governor DeSantis' Executive Orders issued during the COVID-19 pandemic, the meeting was held virtually and recorded to minimize the impact to the health, safety and welfare of all participants including the public.

Recording Secretary called the roll and announced all six (6) Committee Members were present.

Item 2: PUBLIC COMMENT

The meeting was properly noticed and included a solicitation for public comments to be submitted via email in advance of the meeting by 5:00 p.m. on July 21, 2020. The Recording Secretary confirmed there were no public comments submitted with regard to this meeting.

Item 3: APPROVAL OF MINUTES

A motion was made by ROW Committee Member Botts and seconded by ROW Committee Member Denninghoff to approve the April 22, 2020 Right of Way Committee meeting minutes as presented.

Item 6: BOGGY CREEK ROAD: JURISDICTIONAL TRANSFER, RELEASE AND REESTABLISHMENT OF LIMITED ACCESS LINES BETWEEN ORANGE COUNTY AND CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PROJECT: 417-454, ORANGE COUNTY TO CFX: PARCELS 45-400 AND 45-401
CFX TO ORANGE COUNTY: PARCELS 45-402A, 45-402B, 45-501A AND 45-501B
RELEASE OF LIMITED ACCESS LINES: PARCELS 45-400, 45-402 AND 45-501

Associate General Counsel Kelly requested the Committee's recommendation for Board's approval of a Resolution Declaring Property as Surplus Property Available for Sale, Authorizing the Transfer of Surplus Property with Orange County and Release and Reestablishment of Limited Access Lines and the Approval of the Right of Way Transfer and Continuing Maintenance Agreement with Central Florida Expressway Authority ("CFX") and Orange County, ("County").

Associate General Counsel Kelly provided the Committee with a brief history on the project. As part of the construction of S.R. 417 ("Expressway Facilities"), CFX relocated or realigned local roadways, constructed bridges over local roadways, widened local roadways, and constructed retention ponds to serve the local roadway network and to support CFX's Expressway System. As a result of the reconfiguration of the local roadways and substantial nature of the acquisition of the public right-of-way for the Expressway Facilities, when the construction on the local roadway reconfigurations and the Expressway Facilities was complete, CFX retained fee simple ownership of portions of certain local roadways that should be a part of the City of Orlando and Orange County's local roadway systems.

In order to ensure all road right-of-way and associated facilities are owned by the proper governmental entities that maintain them, CFX and the County desire to enter into the proposed Right-of-Way Transfer and Maintenance Agreement to effectuate a transfer of certain ownership interests.

Pursuant to the terms of the proposed Agreement, CFX agrees to transfer certain CFX Parcels to the County for ownership and maintenance, subject to a drainage easement in favor of CFX, and the release and reestablishment of the limited access right-of-way lines depicted on the Map. The conveying instrument will include a deed restriction and reverter in the event the County fails to utilize the CFX Parcels for public right-of-way. In exchange for said transfer, the County agrees to transfer to CFX those portions of the right-of-way currently owned by the County but utilized as a part of CFX's Expressway System.

Portions of the CFX Parcels and County Parcels are encumbered with limited access lines held by CFX running along the western and eastern boundaries of Boggy Creek Road north and south, respectively ("Existing L/A Lines"). Since Boggy Creek Road is a local roadway, it is in the best interest of CFX to relocate and reestablish the location of the Existing L/A Lines in accordance with the terms of the Agreement.

The proposed Agreement will further memorialize and reiterate the maintenance obligations of CFX and the County with regard to local infrastructure and Expressway System infrastructure, including, without limitation, the maintenance obligations of the drainage easement.

CFX staff and CFX's General Engineering Consultant have examined the CFX Parcels and determined that the CFX Parcels are not needed to support existing Expressway Facilities, provided CFX retains a drainage easement over portions of the CFX Parcels and additional real property owned by the County. Accordingly, CFX's General Engineering Consultant has certified that the CFX Parcels are not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes, and that the disposition of the CFX Parcels will not impede or restrict the Expressway System. CFX's General Engineering Consultant has reviewed the legal descriptions, maintenance functions, and maintenance responsibilities.

Based on the County's ongoing use, operation and maintenance of the CFX Parcels as public right-of-way, the proposed Agreement was prepared and provided to the County for review and consideration. The County has reviewed the Agreement and agrees with its form, subject to confirmation of the exact legal descriptions and the technical portions of the Agreement.

A motion was made by ROW Committee Member Denninghoff and seconded by ROW Committee Member Sheahan to recommend to the Board approval of the Resolution Declaring Property as Surplus Property Available for Sale, Authorizing the Transfer of Surplus Property with Orange County and Release and Reestablishment of Limited Access Lines and the Approval of the Right of Way Transfer and Continuing Maintenance Agreement with CFX and County in a form substantially similar to the attached Agreement, subject to the following: (1) separate notice to the local government in which the CFX Parcels, County Parcels, and Existing L/A Lines are located is not required; (2) conveyance of the CFX Parcels 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 CFX Parcels for public right-of-way; (3) reservation of a drainage easement over portions of the CFX Parcels and additional real property owned by the County; (4) the Existing L/A Lines will not be released until the CFX Parcels are conveyed to the County and the County Parcels are conveyed to CFX to reestablish the location of the limited access lines; and (5) approval of the legal descriptions, deeds, maintenance functions, and maintenance responsibilities by CFX's General Engineering Consultant and any minor or clerical revisions approved by the General Counsel or designee.

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

Item 8: OTHER BUSINESS

Chair Hudson advised the Committee that next Right of Way Committee Meeting is scheduled for Wednesday, August 22, 2020 at 2:00 p.m.

Item 9: ADJOURNMENT

Chair Hudson adjourned the meeting at approximately 2:16 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: August 14, 2020

RE: Agreement for Grant of Easement Between Tohopekaliga Water Authority (“TWA”) and the Central Florida Expressway Authority (“CFX”) Project No. 538-165

BACKGROUND

As a part of the Poinciana Parkway Extension Project Development and Environment Study approved by the CFX Board in October 2019 (“PD&E Study”), CFX identified the need to decommission, remove, relocate, and replace two existing wastewater force mains and a reclaimed water main (collectively, “Existing Lines”) owned by TWA that were constructed within the right-of-way for State Road (“SR”) 538 (“Project”). A map of the Project is attached hereto for reference as **Attachment “A”**.

In order to facilitate the decommissioning, removal, relocation and replacement of TWA’s Existing Lines and to capitalize on the economies of scale, TWA and CFX entered into an interlocal agreement, whereby CFX agreed to undertake and manage the decommissioning and removal of the Existing Lines, and the design, engineering, permitting and construction of the replacement force mains and reclaimed water main (collectively, “Replacement Lines”) as a part of the Poinciana Parkway Extension Project, subject to reimbursement from TWA for 100% of the costs and expenses associated with the decommissioning, removal, relocation and replacement of the Existing Lines. A copy of the approved Interlocal Agreement Regarding Relocation of Utilities Along SR 538 Between Tohopekaliga Water Authority and the Central Florida Expressway Authority as approved by the CFX Board on June 11, 2020 is attached hereto as **Attachment “B”** (“Interlocal Agreement”).

Pursuant to the terms of the Interlocal Agreement, TWA will be required to expend an estimated \$1,600,000 for the design, decommissioning, relocation and replacement of the Existing Lines. Prior to the Interlocal Agreement, TWA previously funded the initial construction of the Existing Lines in 2002 and the relocation of the Existing Lines in 2016 as part of the Poinciana Parkway Project. In order to avoid uncertainty in the future regarding the location of the Replacement Lines and any additional expenditure of public funds related to the Replacement Lines, TWA requested an easement or conveyance of a fee simple interest in the location where the Replacement Lines will be located (“Easement Area”) as an assurance from CFX that the Replacement Lines, once paid for by TWA as part of the Project, will not need to be relocated again. To address the concerns of TWA, CFX agreed in the Interlocal Agreement to use its best

efforts to present to the CFX Right-of-Way Committee for consideration an instrument mutually agreed upon by CFX and TWA, conveying to TWA either an easement interest or fee simple ownership interest in the real property upon which the Replacement Lines will be located. In exchange for the proposed easement, TWA would agree to maintain the Replacement Lines and the access road located within the Easement Area that currently provides access to additional real property owned by TWA. The exact location of the Easement Area will be determined when the installation of the Replacement Lines is completed and a legal description and sketch is prepared for the Easement Area. A copy of the proposed Agreement for Grant of Easement Between CFX and TWA is attached hereto as **Attachment “C”** (“Easement Agreement”).

Pursuant to CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (“Policy”), CFX staff and CFX’s General Engineering Consultant (“GEC”) have examined the proposed Easement Area and determined that the grant of the easement would not (1) impede or restrict the operation of the Expressway System; (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety. A copy of the draft certification is attached hereto as **Attachment “D”**. The certification will be finalized when the final location of the Easement Area is determined.

Based on TWA’s proposed use, operation and maintenance of the Easement Area for the Replacement Lines and the access road, the proposed Easement Agreement was prepared and provided to TWA for review and consideration. TWA has reviewed the Easement Agreement and agrees with its form, subject to confirmation of the exact legal descriptions and the technical portions of the Easement Agreement. GEC has reviewed the proposed location, maintenance functions, and maintenance responsibilities.

Staff is recommending that the Right-of-Way Committee recommend approval of the Easement Agreement to the CFX Board, subject to receipt of an updated certificate from the GEC when the final location of the Easement Area is determined, and any minor or clerical modifications or revisions approved by the General Counsel or his designee.

REQUEST

A recommendation by the Right-of-Way Committee for CFX Board’s approval of the Agreement for Grant of Easement Between CFX and TWA in a form substantially similar to the attached Easement Agreement, subject to receipt of an updated certificate from the GEC when the final location of the Easement Area is determined and any minor or clerical modifications or revisions approved by GEC and any minor or clerical revisions approved by the General Counsel or designee.

ATTACHMENTS

- A. Map of Project
- B. Interlocal Agreement Regarding Relocation of Utilities Along SR 538 Between Tohopekaliga Water Authority and the Central Florida Expressway Authority
- C. Agreement for Grant of Easement Between Tohopekaliga Water Authority and the Central Florida Expressway Authority
- D. Draft Certificate from CFX's General Engineering Consultant

CONCEPT PLANS FOR SR-538 UTILITIES RELOCATION

ATTACHMENT A



APRIL, 2020

Clarence Thacker
Chairman

Domingo Sanchez
Vice-Chair

Jim Swann

Hector Lizasuain

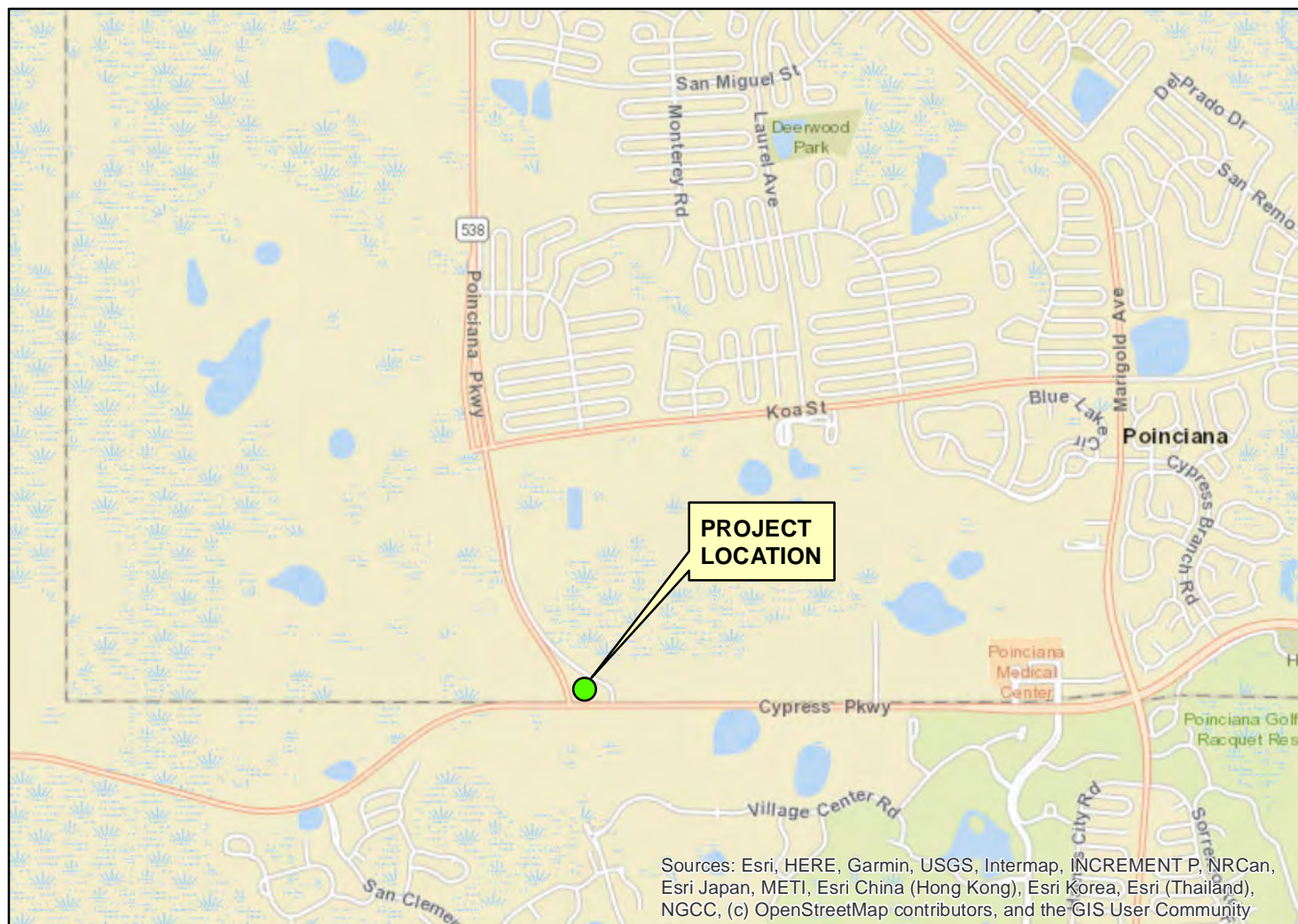
William "Bill" Land
Board Members

Todd Swingle
Executive Director

Robert F. Pelham, P.E.
Director of Engineering

TELEPHONE LISTINGS

TOHOPEKALIGA WATER AUTHORITY.....	407-944-5000
CITY OF KISSIMMEE PUBLIC WORKS & ENGINEERING.....	407-518-2170
FLORIDA POWER CORPORATION.....	407-700-8744
SPRINT FLORIDA INC (EMBARQ).....	407-814-5344
TECO/PEOPLE'S GAS.....	407-425-4661
FLORIDA GAS TRANSMISSION.....	407-295-4341
TIME-WARNER CABLE (BRIGHTHOUSE).....	407-532-8509
SUNSHINE STATE ONE-CALL OF FLORIDA (NO-CUTS).....	800-432-4770



LOCATION MAP

Prepared by:

TOHOPEKALIGA WATER AUTHORITY

951 Martin Luther King Blvd.
Kissimmee, Florida 34741

INDEX OF DRAWINGS

1 OF 3.....	COVER SHEET
2 OF 3.....	PLAN
3 OF 3.....	DETAILS



1 inch = 200 feet

Legend

Reclaim Relocation

- 24
- 12
- Forcemain Relocation

W Pipes

<all other values>

PIPE_TYPE

- Distribution Main
- Fire Line
- Hydrant Leg
- Raw Water Line
- Service Line

LS

- WW Liftstations
- WW Gravity Mains
- WW Force Mains

R Pipes

<all other values>

PIPE_TYPE

- Distribution Main
- Hydrant Leg
- Service Line
- R Raw Force Mains
- OSCEOLA PARCELS

CYPRESS WEST WRF

RHODODENDRON AVE

POINCIANA PKWY

CYPRESS PKWY

999

PROVIDE A 24" DOUBLE LINE STOP WITH BYPASS. CONNECT DIRECTLY INTO 24" RM WITH 24" GATE VALVE.

PROVIDE A DOUBLE LINE STOP WITH BYPASS TO THE 10" AND 6" FORCE MAINS. ADD A 12"X6" WYE AND 12"X10" REDUCER AND 6" AND 10" GATE VALVES TO COMBINE 10" AND 6" FORCE MAINS TOGETHER

EXISTING 10" AND 6" FM TO BE COMBINED INTO A 12" FM AND BE RELOCATED ALONG NORTH SIDE OF CYPRESS PKWY AND NE SIDE OF ACCESS ROAD TO THE WRF

EXISTING PIPES TO BE REMOVED

EXISTING 24" RM TO BE RELOCATED ALONG NORTH SIDE OF CYPRESS PKWY AND NE SIDE OF ACCESS ROAD TO CYPRESS PKWY WRF

DIRECTIONAL BORE 16" FM HDPE AND 30" HDPE RM UNDER EXIST. CULVERT

NEW 24" DIP RM

NEW 12" PVC FM

DIRECTIONAL BORE 16" HDPE FM UNDER POINCIANA PARKWAY

DIRECTIONAL BORE 16" HDPE RM UNDER POINCIANA PARKWAY

NEW 12" DIP RM

REDUCE FM TO 6" AND PROVIDE 6" TAPPING SLEEVE & VALVE.

PROVIDE A 12" TAPPING SLEEVE AND VALVE AT REUSE CONNECTION POINT. ADD A 12" LINE STOP AND CAP.

PROVIDE 10" LINE STOP & CAP

PROVIDE 12"X6" WYE; 6" GV; 12"X10" REDUCER; 10" TAPPING SLEEVE & VALVE EXISTING 10" AND 6" FM TO BE COMBINED INTO A NEW 12" FM

PROVIDE 6" LINE STOP & CAP.

NORTH OF THE 24" WET TAP PROVIDE A 24"X12" TEE AND 12" GV

PROVIDE A 24" TAPPING SLEEVE & VALVE AT CONNECTION POINT TO EXISTING 24" RM

EXIST. 10" RM NOT ACTIVE

CONST. 12" PVC FM

EXIST. 24" DIP RM

EXIST. 10" RM NOT ACTIVE

EXIST. 12" PVC RM

EXIST. 10" PVC FM

EXIST. 10" PVC FM

EXIST. 6" PVC FM

EXIST. 24" DIP RM

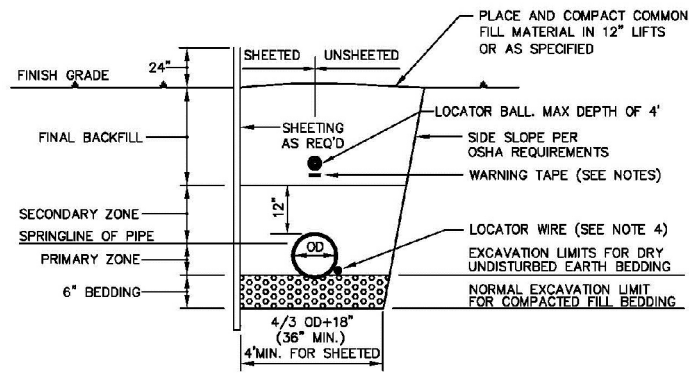
APRIL, 2020		TOHO WATER AUTHORITY		SR-538 UTILITIES RELOCATION		PROJECT NO.	
DESIGNED	GP	DRAWN	GP	KISSIMMEE FLORIDA		WORKSTATION:	
CHECKED		CHECKED		PLAN AND DETAILS		SHEET NO.	
NO.	DATE	REVISION	BY	SUPERVISED BY ROBERT F. PELHAM, PE		SHEET 2 OF 3	

HORIZONTAL & VERTICAL SEPARATION FROM OTHER UTILITIES			
OTHER PIPE	(a) GRAVITY OR PRESSURE SANITARY SEWER (b) SANITARY SEWER FORCE MAIN (c) RECLAIMED WATER (4)	(a) STORM SEWER (b) STORMWATER FORCE MAIN (c) RECLAIMED WATER (2)	ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM
HORIZONTAL SEPARATION			10' MIN.
CROSSINGS (1)			—
JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)			—

- (1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
 (2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
 (3) 3 FT FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
 (4) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

PIPING CLEARANCES

TWA-16
2017



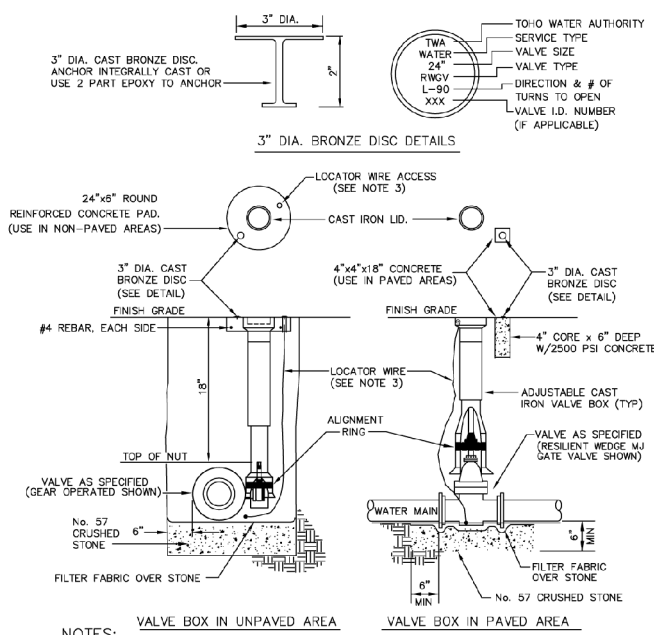
SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

NOTES:

- BEDDING SHALL BE No. 57 CRUSHED STONE, IF EARTH BEDDING IS YIELDING.
- PRIMARY AND SECONDARY ZONES SHALL BE INDIVIDUALLY COMPACTED LAYERS OF CLEAN FILL.
- COMPACTION OF BACKFILL BENEATH STRUCTURES, PAVING AND PARKWAYS, SHALL BE 98% OF AASHTO T-180; ALL OTHER COMPACTION SHALL BE 95% EXCEPT AS OTHERWISE REQUIRED BY PERMITTING AUTHORITY.
- INSTALL CONTINUOUS 14 GAUGE INSULATED COPPER WIRE FOR ALL PIPE, EXCEPT GRAVITY SEWERS. TERMINATE THESE LOCATOR WIRES AT TOP OF EACH VALVE PAD WITH 12" OF EXTRA WIRE. CONNECT SPLICED WIRES WITH WIRE NUTS AND SEAL IN WATER-TIGHT SILICONE FILLED JACKET.
- PLACE APPROVED METALLIC PRINTED WARNING TAPE 12"-18" ABOVE PIPE.
- SIDE SLOPE AND BENCH PER OSHA REQUIREMENTS.
- PLACE SEWER LOCATOR BALLS PER TWA-05. DO NOT EXCEED 4' OF DEPTH.

TYPICAL PIPE TRENCH SECTION

TWA-14
2017

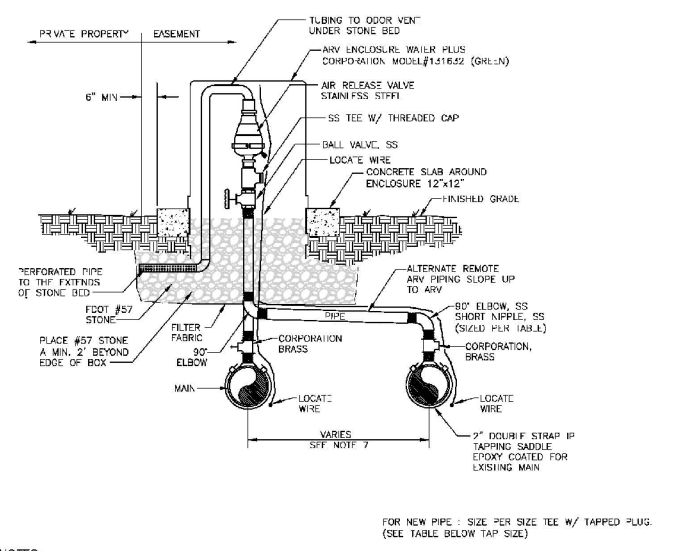


NOTES:

- CRUSHED STONE BEDDING 6" MINIMUM BELOW VALVE TO BE COVERED WITH FILTER FABRIC.
- LOCATOR WIRE ACCESS - IN UNPAVED AREA USE 2" SCH80 PVC, FEMALE ADAPTOR COUPLING AND 2" BRASS PLUG W/ RECESSED NUT. TERMINATE INSULATED, SOLID 14 GA. COPPER WIRES AT TOP W/ 12" OF EXTRA WIRE. IN PAVED AREA, TERMINATE SOLID 14 GA. COPPER WIRES INSIDE OF TOP PORTION OF VALVE BOX W/ 12" OF EXTRA WIRE.
- MAINTAIN A MINIMUM OF 3' CLEARANCE FREE OF ALL PLANTINGS & STRUCTURES AROUND VALVE BOX.
- PRIVATELY MAINTAINED WATER SYSTEMS SHALL HAVE "PRIVATE" STAMPED ON BRONZE ID DISC.
- FIRE LINE VALVES SHALL HAVE "FIRE LINE VALVE" STAMPED ON BRONZE DISC AND VALVE BOX COVER SHALL BE PAINTED RED.
- OPERATING NUT TO BE BOLTED. SHEER PINS NOT ALLOWED.
- PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
- SCREW TYPE ADJUSTABLE VALVE BOX ONLY.

VALVE AND BOX DETAILS

TWA-17
2017



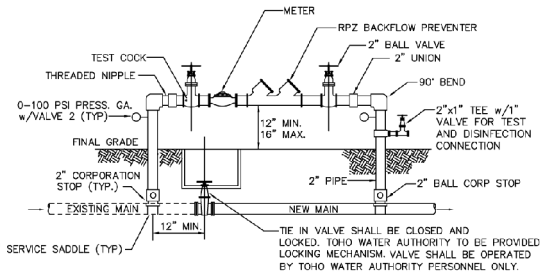
NOTES:

- PROVIDE ANGLE STOP FOR REMOTE ARV PIPING.
- PROVIDE STAINLESS STEEL PIPE WITH STAINLESS STEEL VALVES, STOPS, NIPPLS, AND FITTINGS (SIZE) TO ARV INLET.
- No. 57 CRUSHED STONE BEDDING TO BE COVERED WITH FILTER FABRIC.
- THE ENCLOSURE VENTS MUST BE CAPABLE OF ALLOWING AT LEAST THE SAME AMOUNT OF AIRFLOW AS THE VALVE.
- OFFSET DISTANCE TO BE FIELD DETERMINED AND AS CLOSE TO THE RIGHT OF WAY AS POSSIBLE AND CLEAR OF PEDESTRIAN WALKWAYS. IF IMP. IS AT RIGHT OF WAY (R.O.W.), OFFSET IS REQUIRED.
- ABOVE DETAIL APPLIES TO A 2" ARV. FOR LARGER ARVS, PIPE DIAMETER AND VALVES SHALL BE EQUAL TO THE SIZE OF THE ARV.
- LOCATOR WIRE TO EXTEND 1' BEYOND ARV.

MAIN DIAMETER	ARV
12" AND UNDER	2"
18"	3"
20", 24"	4"
30", 36"	6"

AIR RELEASE VALVE ABOVE GROUND OFFSET PIPE LAYOUT—SEWER ONLY

TWA-18
2017

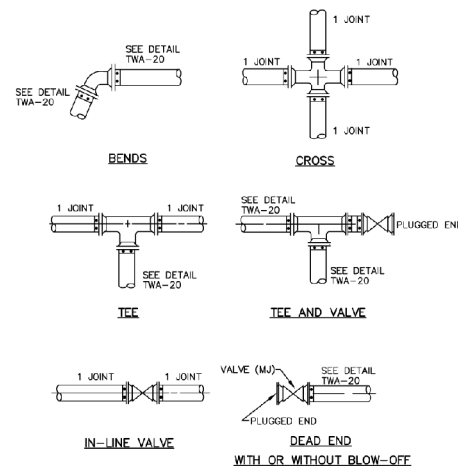


NOTES:

- PROVIDE TEMPORARY PIPE SUPPORTS AS REQUIRED.
- DO NOT USE GALVANIZED PIPE OR ACCESSORIES.
- A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS.
- THE DETAIL SHOWN IS TO BE USED FOR FILLING ANY NEW WATER MAIN OF ANY SIZE FROM EXISTING ACTIVE WATER MAINS AND FOR FLUSHING OF NEW MAINS UP TO 8" DIAMETER (2.5 FPS MIN. VELOCITY) AND FOR FILLING BACTERIOLOGICAL SAMPLES FROM ANY NEW WATER MAIN OF ANY SIZE. THE JUMPER CONNECTION SHALL BE MAINTAINED UNTIL AFTER FILLING, FLUSHING, TESTING AND DISINFECTION OF THE NEW MAIN HAS BEEN SUCCESSFULLY COMPLETED AND CLEARANCE FOR USE FROM FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND OTHER PERTINENT AGENCIES HAS BEEN RECEIVED. PIPE AND FITTINGS USED FOR CONNECTION OF THE NEW PIPE TO THE EXISTING PIPE SHALL BE DISINFECTED PRIOR TO INSTALLATION IN ACCORDANCE WITH AWWA 2001, CURRENT EDITION. SHAM OR SPRAY THE EXTERIOR OF THE MAIN TO BE TAPPED AND THE TAPPING SADDLE WITH 1% HYPOCHLORITE SOLUTION.
- THE CONTRACTOR SHALL EITHER PROVIDE DOCUMENTATION DEMONSTRATING THAT RPZ BACKFLOW PREVENTION DEVICE HAS BEEN TESTED AND IS IN GOOD WORKING ORDER AT TIME OF INSTALLATION.
- ALL INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER CONNECTION AND ASSOCIATED BACKFLOW PREVENTERS, DEVICES, FITTINGS AND VALVES, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ABANDONED JUMPER CONNECTION POINTS MUST BE INCLUDED IN THE RECORD DRAWINGS.

TEMPORARY JUMPER CONNECTION

TWA-30
2017



NOTES:

- MECHANICAL PIPE RESTRAINING SYSTEMS SHALL BE PROVIDED AS STANDARD. THRUST BLOCKING IS NOT SUITABLE EXCEPT AS SPECIFICALLY ALLOWED. WHERE PVC/P is USED PROVIDE PVC/MJ RESTRAINER UNFLANGE SERIES 1300; EBAA IRON OR EQUAL.
- ALL MECHANICAL JOINTS AT FITTINGS AND VALVES SHALL BE RESTRAINED.
- RESTRAIN THROUGH VALVES.

THRUST RESTRAINT DETAILS

TWA-19
2017

USE THIS THRUST RESTRAINT TABLE FOR THESE TRENCH CONDITIONS:
 --- MIN. 50% SOIL RETAINED ON No. 200 SIEVE.
 --- MIN. 95% COMPACTION, AASHTO T-180.
 --- MIN. 3' OF COVER.
 NUMBER OF FULL LENGTH RESTRAINED PIPE SECTIONS REQUIRED AT ALL FITTINGS AND VALVE JOINTS

SIZE IN.	BENDS										DEAD END VALVE	CROSS OR VALVE	TEE	TEE AND VALVE	PLUGGED END	VALVE (MJ) WITH OR WITHOUT BLOW-OFF	
	90°	45°	22-1/2'	11-1/4'	VERTICAL BENDS	100 psi	150 psi	100 psi	150 psi	100 psi							150 psi
4	1	1	1	1	1	1	1	1	1	1	2	2	1	1	1	1	2
6	1	2	1	1	1	1	1	1	1	1	2	2	3	1	1	1	2
8	1	2	1	1	1	1	1	1	1	1	2	2	4	1	1	1	2
10	2	2	1	1	1	1	1	1	1	1	2	2	3	4	1	1	2
12	2	2	1	1	1	1	1	1	1	1	2	3	3	5	1	1	2
14	2	3	1	1	1	1	1	1	1	1	2	3	4	6	1	1	2
16	2	3	1	1	1	1	1	1	1	1	2	3	4	6	1	1	2
18	2	3	1	2	1	1	1	1	1	1	3	4	5	7	1	1	2
20	2	3	1	2	1	1	1	1	1	1	3	4	5	8	1	1	2
24	3	4	1	2	1	1	1	1	1	1	3	4	6	9	1	1	3
30	3	4	2	2	1	1	1	1	1	1	4	5	7	10	1	1	4

WHERE CONDITIONS VARY FROM THOSE STATED ABOVE, HAVE A FLORIDA REGISTERED PROFESSIONAL ENGINEER DETERMINE THE REQUIRED RESTRAINED LENGTH OF PIPING.

- WATER MAIN AND REUSE MAIN TEST PRESSURE 150 psi MINIMUM.
- SANITARY FORCE MAIN PRESSURE PIPE 100 psi MINIMUM.
- RESTRAIN THROUGH VALVING.
- ALL FITTINGS AND VALVES SHALL BE RESTRAINED AT LEAST ONE (1) FULL LENGTH OF PIPE IN ALL DIRECTIONS.
- PRESSURE CONNECTIONS SHALL BE TREATED AS A TEE.

NOTE: THIS TABLE INCLUDES A 1.5 SAFETY FACTOR ABOVE THE LISTED TEST PRESSURES.

RESTRAINED JOINT TABLE

TWA-20
2017

APRIL, 2020	
DESIGNED GP	DRAWN GP
CHECKED	CHECKED
SUPERVISED BY	ROBERT F. PELHAM, PE

CONCEPT PLANS

TOHO WATER AUTHORITY

951 Martin Luther King Jr. Blvd
Kissimmee, Florida 34741
(407) 944-5000



SR-538 UTILITIES RELOCATION

KISSIMMEE FLORIDA

DETAILS

PROJECT NO.
WORKSTATION:
SHEET NO.
SHEET 3 OF 3

ATTACHMENT B

**INTERLOCAL AGREEMENT REGARDING
RELOCATION OF UTILITIES ALONG SR 538**

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF UTILITIES ALONG STATE ROAD (“SR”) 538 (“Agreement”), effective as of the last date of execution (“Effective Date”), is entered into by and between **TOHOPEKALIGA WATER AUTHORITY**, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 941 Martin Luther King Boulevard, Kissimmee, Florida 34741 (“TWA”) and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32801-4414 (“CFX”) (each, a “Party and, collectively, the “Parties”).

RECITALS

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (“CFX Act”) to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

WHEREAS, TWA was created by special act of the Florida Legislature, Chapter 2003-368, Laws of Florida (the “TWA Act”) to, among other things, carry out the provision of potable and nonpotable water and wastewater services and facilities in areas of Osceola County and adjacent areas Florida, and was granted all powers necessary and convenient to conduct business, including the power to contract with other public agencies; and

WHEREAS, Section 163.01, Florida Statutes, authorizes the Parties to enter into an interlocal agreement; and

WHEREAS, TWA is the owner of two existing wastewater force mains (“Existing FM”) and one existing reclaimed water main (“Existing RWM”) crossing SR 538, constructed in 2002 and modified in 2016 by the original construction of SR 538 (F/K/A Poinciana Parkway) by CFX’s predecessor-in-interest, the Osceola Expressway Authority; and

WHEREAS, CFX intends to construct a four-lane divided roadway along the existing SR 538 alignment and improve the interchange of SR 538 and Cypress Parkway to accommodate the future eastern extension of SR 538 (“SR 538 Project”), necessitating the decommissioning, removal, relocation and replacement of TWA’s Existing FM and Existing RWM, from approximately SR 538 Station 867+00.00 to Station 884+40.00 along the existing TWA access driveway, all as part of CFX Project 538-165 and more particularly depicted on **Exhibit “A”** attached hereto and incorporated herein by reference (“Project”); and

WHEREAS, CFX intends to procure the firm responsible for the design and construction of the SR 538 Project (“Design Build Firm”) through a design-build request for proposal in accordance with the requirements of Section 287.055, Florida Statutes; and

WHEREAS, the Design Build Firm will be responsible for the design, permitting and construction of the Project, on behalf of TWA, during the design, permitting and construction of the SR 538 Project in accordance with the terms and conditions hereof, provided; however, the Project will not include the replacement of any of TWA's existing force main or reclaimed water main beyond the Project limits set forth in **Exhibit "A"** attached hereto; and

WHEREAS, in order capitalize on the economic efficiencies of design, permitting and constructing the Project during the design, permitting and construction of the SR 538 Project, CFX and TWA desire to enter into this Agreement to set forth the terms and conditions for decommissioning the Existing FM and Existing RWM (collectively, "Existing Lines") and constructing the relocation and replacement wastewater force mains and the replacement reclaimed water main ("Replacement FM" and "Replacement RWM"), and the connection thereto, to accommodate the improvements related to the SR 538 Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. **Recitals**. The above recitations are true and correct and are incorporated herein as fully as if set forth hereafter.

2. **Project Managers**. Each of the Parties shall designate an authorized representative to oversee and manage the planning, design, construction and development of the Project (individually, the "Project Manager," collectively, the "Project Managers"). TWA hereby designates Edwin Matos, PE, as its Project Manager (the "TWA PM"). CFX hereby designates Will Hawthorne as its Project Manager (the "CFX PM"). Either of the Parties may elect to substitute their respective Project Manager by notice to the other Party in accordance with Section 21 hereof.

3. **Planning and Design Process**.

a. **Conceptual Plan**. On April 14, 2020, TWA delivered to CFX's representative a Conceptual Plan, as hereinafter defined, along with specifications and other criteria for the design of the Project for CFX to incorporate into the advertisement for a request for proposals for the Design Build Firm ("RFP"). The "Conceptual Plan" shall refer to the conceptual design plan, specifications and criteria reasonably necessary for the Design Build Firm to develop engineered construction plans, specifications, drawings or amendments thereto, and any other documentation reasonably required to specify the size, character and design of the improvements required for the construction of the Project ("Construction Plans").

b. **Selection of Design Build Firm**. Upon receipt of the Conceptual Plan, CFX will issue a RFP for procurement of the Design Build Firm responsible for the design, permitting and construction of the SR 538 Project, which RFP shall include the Project. CFX shall select and procure the Design Build Firm in accordance with CFX's procurement process and Section 287.055, Florida Statutes. CFX reserves the right to replace or substitute the Design Building Firm at any time with the approval of TWA, which approval shall not be unreasonably i. delayed, ii. conditioned, or iii. withheld. Subject to the provisions hereof, the Design Build Firm shall use a professional engineering firm ("Design Consultant") to design and permit, if necessary, the Project.

c. **Design and Construction Plans**. CFX, through the Design Consultant, shall prepare the Construction Plans required by CFX for the design and construction of the Project. The

Construction Plans shall be the property of CFX, but will be irrevocably licensed by CFX for the use of TWA in perpetuity, subject to the reimbursement provisions set forth below. The Construction Plans shall be signed and sealed by the Design Consultant and certified for use and reliance by TWA.

d. Review of Construction Plans. TWA, through the TWA PM, shall have the right to review and approve the Construction Plans related to the Project during the design and development of the Project (collectively, "Design Review"), which approval shall not be unreasonably i. conditioned, ii. withheld, or iii. delayed. CFX shall coordinate with the TWA PM to provide TWA with a complete set of the Construction Plans for the Project necessary for TWA PM to determine, in its reasonable discretion, if the Project meets the intent of the RFP and the Conceptual Plans of TWA. No later than twenty days following TWA PM's review of the Construction Plans, the TWA PM shall notify CFX of any revisions, corrections, value engineering, upgrades or enhancements to the Project as depicted in the Construction Plans as may be reasonably required or desired by TWA.

CFX and TWA understand and acknowledge that the Construction Plans will include portions of the SR 538 Project not otherwise included in the Project, and as such, TWA, acting through its TWA PM, shall only have the right to approve, or deny approval of, those portions of the Construction Plans related to the Project. Any denial of approval by TWA shall be in accordance with the notice provision set forth herein and shall set forth with reasonable specificity the specific elements that are not approved, and shall specify what changes are reasonably necessary in order for approval to be obtained. Notwithstanding the foregoing, TWA's right to inspect the Project as set forth herein shall be separate and distinct from any permitting and inspection requirements otherwise required hereunder.

4. Applicable Permits and Approvals. Prior to any obligation by CFX to commence construction of the Project, TWA shall obtain a utility permit or any other permit reasonably required by CFX for construction of third-party utilities within the limited access right-of-way of SR 538.

5. Design and Construction Schedule. The timeline to design and construct the SR 538 Project is currently estimated to be 36 months as more particularly outlined in Exhibit "B" attached hereto and incorporated herein by reference ("Preliminary Construction Schedule"). TWA acknowledges and understands that the Preliminary Construction Schedule is an estimate for reference only, and in no event shall CFX be liable or responsible if the timing of the Project differs from the estimates set forth in the Preliminary Construction Schedule.

6. Design and Construction Budgets.

a. Estimated Construction Budget. The cost to design and construct the Project is currently estimated to be \$1,600,000 as more particularly outlined in Exhibit "C" attached hereto and incorporated herein by reference ("Estimated Construction Budget"). TWA shall not be liable or responsible for costs related to the design, permitting, and construction that exceed \$1,758,600 (which represents the Estimated Construction Budget plus a reasonable contingency of 10% of the Estimated Construction Cost [the "Project Not-To-Exceed Amount"], without formal amendment to this Agreement. The TWA Executive Director must approve the expenditure of any contingency related to the Project.

b. Construction Budget.

i. Preparation of Construction Budget. After completion and approval of the Construction Plans, CFX shall cause the Design Build Firm, with input from the Design

Consultant and receipt of the lowest bids from the subcontractors, to develop the Construction Budget, which shall consist of (a) a line item budget for the out-of-pocket hard and soft costs incurred by CFX associated with the design, permitting, engineering, development and construction of the Project, including, without limitation, the design, permitting, engineering and construction costs, reimbursable expenses, construction administration or general contractor fees, general expenses or general requirements incurred by CFX to construct the Project in accordance with the design build agreement executed by CFX, as may be amended from time to time (“Design and Construction Costs”), (b) any and all costs associated with the decommissioning, closure and removal of the Existing Lines; (c) the construction contingency in the amount of ten percent of the total Design and Construction Costs (“Construction Contingency”), and (d) the construction, engineering, and inspection consultant’s fee in the amount of six percent of the Design and Construction Costs plus the Construction Contingency (“CEI Fee”). The Design and Construction Costs, Construction Contingency, and CEI Fee shall be collectively referred to herein as the “Total Project Costs.” CFX may, in its sole and absolute discretion, cause the Construction Budget to be prepared by the Design Build Firm for the entirety of the SR 538 Project and in such event, the Construction Budget shall specifically identify and segregate the Total Project Costs attributable to the Project. If the Construction Budget related to the Total Project Costs attributable to the Project (also referred to as the “Project Construction Budget”) exceeds the Project Not-To-Exceed Amount, then a formal amendment to this Agreement is required.

ii. Review of Construction Budget. Upon receipt of the Construction Budget, CFX shall provide to TWA a copy of the Construction Budget for review and approval which shall outline the Total Project Costs attributable to the Project to be paid by TWA (“TWA’s Share”). TWA shall have ten business days from receipt of the Construction Budget to provide notice to CFX of TWA’s intent to approve or deny the Project Construction Budget if the Project Construction Budget is equal to or less than the Project Not-to-Exceed Amount, which approval shall not be unreasonably i. withheld, ii. conditioned, or iii. delayed. If the Project Construction Budget exceeds the Project Not-To-Exceed Amount, then TWA shall provide notice to CFX of TWA’s intent to approve or deny the Project Construction Budget within 45 days from receipt of the Construction Budget. Failure to approve or deny the Project Construction Budget within the required time period shall constitute a rejection of the Construction Budget.

iii. Acceptance of the Construction Budget. TWA’s acceptance of the Construction Budget shall constitute TWA’s agreement to pay one hundred percent (100%) of the Total Project Costs, subject to any Change Orders (hereinafter defined) in accordance with the Florida Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (2019) (“Payment Period”). TWA agrees and acknowledges that the Total Project Costs shall be invoiced by the Design Build Firm on a monthly basis based on the work in place and as such, TWA shall be prepared to submit payments of TWA’s Share within said Payment Period.

iv. Rejection of the Construction Budget. In the event TWA denies approval of the Construction Budget, TWA shall provide notice to CFX of such denial and shall outline with reasonable specificity the reason or deficiency for such rejection (“Rejection Notice”). Within ten business days of the Rejection Notice, CFX may, in its sole and absolute discretion, elect to cure any issue or deficiencies outlined in the Rejection Notice by providing TWA notice of such election (“Cure Notice”). In the event CFX fails to issue a Cure Notice, TWA and CFX agree that TWA shall, at its sole cost and expense, design, permit and construct, or cause to be designed, permitted and constructed, the Project no later than one hundred eighty days from the Rejection Notice, subject to the requirements of, and rights of CFX pursuant to, Section 7.c. hereof. In the event TWA rejects the Construction Budget, CFX shall be relieved of any and all obligations hereunder to design, permit or construct the

Project, and TWA shall otherwise reimburse CFX for any and all costs incurred by CFX associated with the design, engineering, and permitting of the Project within thirty (30) days of the Rejection Notice ("Reimbursement Costs"). Failure to pay the Reimbursement Costs outlined herein shall constitute a default under this Agreement.

7. **Construction of the Project.**

a. **Commencement and Administration of Construction.** CFX, through the Design Build Firm, shall use its best efforts to commence construction of the SR 538 Project within one hundred twenty days of approval of the Construction Budget by TWA. Once construction has commenced on the SR 538 Project, CFX shall cause the Design Build Firm to diligently and in good faith proceed with the construction of the SR 538 Project in general accordance with the Preliminary Construction Schedule, subject to (i) any revision prior to the commencement of construction, (ii) any revisions during the pendency of construction if in an agreed upon Change Order, and (iii) Force Majeure (defined below). CFX and TWA agree and acknowledge that CFX shall have the right to direct the Design Build Firm and the construction of the SR 538 Project and the Project; provided, however, such construction directives shall comply with the Construction Plans, as approved by CFX and TWA.

b. **Conformance with Construction Plans and Change Orders.** The construction of the Project shall be in substantial conformance with the Construction Plans. During the course of the work on the Project, if either CFX or TWA observes, or otherwise become aware of, any defects, conflicts, or necessary changes to the Project that requires a change to the Construction Plans as they existed as of the date of issuance of the notice to proceed ("Change Order"), that Party shall immediately notify the other Party of such Change Order. To the extent feasible, the Change Order shall include any and all costs and expenses associated with the Change Order and the impact on TWA's Share ("Change Order Costs") and any time extensions required to complete the work outlined in the Change Order ("Time Extensions"). TWA and CFX agree that time is of the essence in making any decisions or interpretations as to any Change Orders with respect to design, materials, and other matters pertinent to the Project covered by the construction contract so as to not materially delay the work of the Design Build Firm and the completion of the SR 538 Project. The Design Build Firm, not TWA, shall be responsible for any costs associated with Change Orders required due to design defects or issues resulting from deviations from the TWA-provided Conceptual Plans or TWA standards and specifications relating to the construction of wastewater force main and reclaimed water main.

i. **Approval of Change Order by CFX.** In the event CFX determines that a Change Order is necessary for the Project, CFX shall provide notice to the TWA PM detailing the content and extent of the Change Order. Any Change Order that directly or indirectly affects the Project shall be subject to the review and approval of the TWA PM and shall be approved or denied within ten business days of receipt by the TWA PM. Change Orders that directly or indirectly affect the Project and require the expenditure of Construction Contingency require the approval of the TWA Executive Director and shall be approved or denied within ten business days by TWA. In the event the cumulative Change Order Costs exceed the Construction Contingency, the Change Order and the Change Order Cost shall be subject to amendment of this Agreement. Change Orders affecting the SR 538 Project but not affecting the Project shall not require TWA's approval. Unless the Change Order Costs exceed the Construction Contingency or unless otherwise agreed upon by the Parties, any Change Order Costs approved by TWA shall be deducted from the Construction Contingency.

ii. **Approval of Change Order by TWA.** In the event TWA determines that a Change Order is necessary for the Project, TWA shall provide notice to the CFX PM detailing the

content and extent of the Change Order. Within ten business days of receipt of notice of the Change Order, CFX PM shall review the Change Order and provide notice of its approval or disapproval of the Change Order, which approval shall not be unreasonably i. withheld, ii. conditioned or iii. delayed. Unless the Change Order Costs exceed the Construction Contingency or unless otherwise agreed upon by the Parties, any Change Order Costs approved by TWA shall be deducted from the Construction Contingency. Any Change Order Cost that relates to the Project, in whole or in part, that exceeds or causes the exceedance of the Project Not-To-Exceed Amount must be approved by amendment to this Agreement.

iii. Change Directive. In the event (a) TWA denies a Change Order where the cumulative Change Order Costs exceed the Construction Contingency, and (b) such denial would otherwise impact the critical schedule for completion of the SR 538 Project, CFX may, in its sole and absolute discretion, elect to direct the Design Build Firm to proceed with any Change Order reasonably necessary to ensure the completion of the SR 538 Project in accordance with the Preliminary Construction Schedule incorporated into the Design Build Firm's agreement, subject to the resolution of the Change Order Costs in accordance with Section 7.b.iv below. The Change Order will be processed by CFX with the Design Build Firm as a directive and at CFX's sole risk until the Change Order Costs can be resolved. Notwithstanding the foregoing, in the event TWA fails to agree to any Change Order Costs in excess of the Construction Contingency related to the Project, CFX, reserves the right to cease construction of the Project until such time as TWA, CFX, the Committee (hereinafter defined), and Design Build Firm reach a resolution on the costs in excess of the Construction Contingency. In no event shall CFX be responsible for completing the Project, or incur any costs related to the design, permitting or construction of the Project, in the event TWA fails to pay any Change Order Costs above the Construction Contingency.

iv. Committee. In the event TWA is not in agreement any Change Order, the Parties agree and understand that the Change Order Costs shall be heard and resolved by a committee ("Committee") composed of CFX's Chief of Infrastructure or his designee, the TWA Executive Director or his designee, and a third member selected by the other two. The Parties agree to be bound by the final determination of the Committee as to whether the Change Order Costs shall be paid and the Party responsible for paying such Change Order Costs. Such Committee shall make a good faith effort to resolve any such issues as expeditiously as possible and any such issues shall be resolved within three business days from the time the Committee first considers it, unless a majority of the Committee consisting of two-thirds (2/3) of the members agrees otherwise.

In the event the Committee denies a Change Order or the Change Order Costs, then CFX shall have the right to reject the Change Order, discontinue the construction work on the Project or otherwise take any and all action reasonably necessary to mitigate additional costs to CFX related to the Change Order and the Project, and TWA shall, at its sole cost and expense, assume the responsibility for completing the construction of the Project in accordance with, and subject to the requirements of, Section 7.c. hereof. In the event of such denial of the Change Order, TWA shall remain liable for any and all Total Project Costs incurred by CFX up to and including the date of the denial of the Change Order by TWA.

v. Emergency Change Orders. In the event a situation arises that constitutes an emergency or threat to the health, safety and welfare of the general public, CFX, TWA, or the Design Build Firm or any of their agents, employees, contractors, invitees, users, guests or consultants, CFX will have the authority to execute any Change Order or change directive reasonably necessary to cure said emergency or threat without the prior consent of TWA, provided; however, CFX

shall provide such notice and opportunity for TWA to consent to such Change Order as soon as reasonably possible thereafter. In the event of such emergency or threat to public health, safety or welfare, CFX may elect, in its reasonable discretion, to use the TWA's Construction Contingency provided for in the Total Project Costs.

vi. Dispute with Design Build Firm. In the event there is a dispute between the Design Build Firm and CFX, pertaining to an issue relating to Project, TWA shall have the right to attend any dispute resolution proceeding and provide input to the CFX PM. TWA shall be responsible for payment resolutions or liability arising from the Design Build Firm's or subcontractor's disputes or delay claims arising or resulting from design, engineering, permitting, development or construction of the Project as a result of the Design Build Firm's proper use and reliance on the Conceptual Plan and other information provided by TWA for the purpose of the design or construction of the Project, or any claims resulting from activities or representations of TWA, or TWA PM, if such claims are payable pursuant to a final order as a result of arbitration, a judicial proceeding, or other binding dispute resolution proceeding, provided that TWA was made a party to any dispute resolution proceeding.

c. Construction by TWA. In the event of a Change Order is denied, TWA shall, at its sole cost and expense, assume the responsibility of completing the design, permitting and construction of the Project within the earlier of (a) one hundred eighty (180) days from the denial of the Change Order; or (b) eighteen (18) months from the issuance of a notice to proceed with construction for the SR 538 Project ("Project Deadline"). TWA shall take any and all action reasonably necessary to commence the construction of the Project within 120 days from the date of the denial of the Change Order. In the event TWA either fails to commence the design, permitting and construction of the Project in accordance with this Section, fails to continuously prosecute the performance of the same to completion with due diligence, or fails to complete the construction of the Project by the Project Deadline, CFX may, upon thirty (30) days prior notice and opportunity to cure to TWA, elect, at CFX's sole and absolute discretion, to terminate TWA's utility permit and otherwise complete construction of the Project, at the sole cost and expense of TWA, which costs and expenses may include, without limitation, any and all acceleration or Change Order costs reasonably required to complete the construction of the Project by the Project Deadline.

8. Completion of Construction.

a. Final Project Costs. Upon completion of the Project, CFX shall provide to TWA a written statement ("Final Invoice") setting forth and reconciling TWA's Share of the actual out-of-pocket hard and soft costs actually accrued by CFX associated with the design, permitting, engineering, development and construction of the Project, including, without limitation, the design, permitting, engineering and construction costs, the decommissioning, closure and removal of the Existing Lines, reimbursable expenses, construction administration or general contractor fees, general expenses or general requirements incurred by CFX to construct the Project in accordance with the design build agreement executed by CFX, as may be amended from time to time, any Change Order approved by TWA, the use of the Construction Contingency, and the CEI Fee (collectively, "TWA's Final Construction Cost"). TWA shall pay TWA's Final Construction Cost to CFX in accordance with the Florida Prompt Payment Act.

b. Additional Project Costs. In the event TWA's Final Construction Cost reflected on the Final Invoice exceeds the Total Project Costs ("Additional Costs"), CFX shall provide such additional written documentation reasonably requested by TWA to review, approve and fund the Additional Costs, which approval shall not be unreasonably i. withheld, ii. conditioned or iii. delayed.

TWA shall have ten business days thereafter to make objection to TWA's Final Construction Cost and the Additional Costs by notifying CFX of any such objection. TWA shall pay CFX an amount equal to TWA's Final Construction Cost in accordance with the Florida Prompt Payment Act. In the event TWA fails to pay an invoice for the TWA's Final Construction Cost or the Additional Costs in accordance with the Florida Prompt Payment Act, CFX shall have the right to exercise any and all rights in law or equity.

9. **Dispute Resolution.** In the event a dispute arises between TWA and CFX related to any approvals required hereunder related to the Project Construction Budget or any Change Order, Change Order Costs or as to the interpretation, performance or enforcement of this Agreement, the Parties agree and understand that CFX's Chief of Infrastructure or his designee, and the TWA Executive Director or his designee, and each of their respective legal counsel (collectively, "Dispute Resolution Committee"), shall convene to hear and resolve the dispute within three business days of the dispute arising, or receipt of any notice invoking this section. In the event CFX's Chief of Infrastructure or his designee, and the TWA Executive Director or his designee, are unable to reach a resolution within ten business days, the Parties will mutually agree upon a third-party cost estimator to assist in the resolution of the dispute, who shall be deemed a member of the Dispute Resolution Committee. Any fees of the third-party cost estimator shall be borne equally by the Parties. The Parties agree to be bound by the final determination of the Dispute Resolution Committee. Such Dispute Resolution Committee shall make a good faith effort to resolve any such issues as expeditiously as possible and any such issues shall be resolved within three business days from the time the Dispute Resolution Committee first considers it, unless a majority of the Dispute Resolution Committee consisting of two-thirds (2/3) of the members agrees otherwise.

10. **Insurance; Bond.** CFX shall incorporate its standard insurance and Public Construction Bond requirements in the construction contract documents for the Project. The general liability insurance policy provided by the Design Build Firm shall name TWA and CFX as additional insureds. The Public Construction Bond shall remain in full force and effect until one year after substantial completion of the Project.

11. **Inspections.**

a. **During Construction.** During construction, TWA shall have the right to inspect the Project on a regular basis and at all significant events. Any deficiencies in the Project observed by TWA shall be reported in writing to CFX PM and the construction, engineering, and inspection consultant ("CEI") within forty-eight hours. All such identified deficiencies in the construction of the Project shall be corrected or otherwise resolved by the Design Build Firm as mutually agreed upon by TWA, CFX and the CEI. TWA reserves the right to (i) have the TWA PM or another representative of TWA present for any activities related to the Project by CFX, the Design Build Firm, CEI, or its contractors, employees and agents; and (ii) impose reasonable restrictions and requirements, subject to CFX's approval, to protect the Existing Lines or any connections to TWA's wastewater system or reclaimed water system, which must be followed by CFX agents and employees while working on the Project.

b. **Final Inspection.** Upon completion of the Project, CFX shall provide notice of such completion and final as-built plans to TWA ("Completion Notice"). Within thirty days after receipt by TWA of the Completion Notice, TWA and CFX shall jointly conduct a final inspection to ensure substantial compliance with the Construction Plans and any Change Orders and for acceptance into TWA's utility system. Any deficiencies in work shall be set forth on a "punch list." Upon completion or correction of all outstanding issues listed on the punch list to TWA's reasonable

satisfaction, TWA shall promptly notify CFX in writing of its acceptance of the Project. Upon acceptance of the Project, any and all Replacement FM and Replacement RWM shall be owned, operated and maintained by TWA, at its sole cost and expense, in accordance with the utility permit issued by CFX.

12. **Post Design Services.** In the event the Design Build Firm is engaged to perform any post-design services attributable to the Project, including, without limitation, shop drawing review, plan revision, site visits or any other tasks or activities reasonably required for the performance, operation or maintenance of the Project (collectively, the "Post Design Services"), TWA shall be solely responsible for any costs or expenses related to such services. In such event, TWA shall have the right to review the Post Design Services, assist in the negotiations of, and approve, any costs or expenses associated with the Post Design Services. TWA shall pay to CFX the cost and expenses associated with Post Design Services in accordance with the Florida Prompt Payment Act. The cost of Post Design Services that exceeds \$25,000.00 must be approved by amendment to this Agreement.

13. **Ownership Interest.** CFX will use its best efforts to present to the CFX Right-of-Way Committee at the August 2020 meeting of CFX Right-of-Way Committee for consideration an instrument mutually agreed upon by CFX and TWA, conveying to TWA either an easement interest or fee simple ownership interest in the real property upon which the Replacement FM and Replacement RWM will be located. If using its best efforts, CFX is unable to present the instrument mentioned herein to the CFX Right-of-Way Committee at its August 2020 meeting, then CFX shall present the instrument to the CFX Right-of-Way as soon as practicable thereafter but no later than the substantial completion date of the Project. TWA understands and acknowledges that CFX neither represents nor guarantees the approval of any such proposal by the CFX Right-of-Way Committee.

14. **General Provisions.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon either Party unless such amendment is in writing and executed by TWA and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein. Whenever 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, including by electronic or digital signatures, 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. This Agreement shall be interpreted under the laws of the State of Florida. TWA and CFX acknowledge that this Agreement was prepared after substantial negotiations between the Parties and this Agreement shall not be interpreted against either Party solely because such Party or its counsel drafted the Agreement. The Parties agree that venue for any legal action authorized hereunder shall be exclusively in the courts of Ninth Judicial Circuit of Florida. Unless otherwise specified herein, any references to "days" shall refer to calendar days.

15. **Public Records Law.**

a. The Parties acknowledge that by virtue of this Agreement all of their respective documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If either Party will act on behalf of the other party, as provided under Section 119.011(2), Florida Statutes, acting party, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

i. Keep and maintain public records required by the other party to perform the service.

ii. Upon request from the other party's custodian of public records, provide the other party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the other party.

iv. Upon completion of the Agreement and Project, transfer, at no cost, to the other Party all public records in possession of the acting Party or keep and maintain public records required by the other Party to perform the service. If the acting Party transfers all public records to the other party upon completion of the contract, the acting Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the acting Party keeps and maintains public records upon completion of the contract, the acting Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other Party, upon request from the other Party's custodian of public records, in a format that is compatible with the information technology systems of the other party.

v. If the acting Party does not comply with a public records request, the other party shall enforce the contract provisions in accordance with the Agreement.

b. IF THE DESIGN BUILD FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN BUILD FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, AS FOLLOWS:

As to TWA:
Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
publicrecordsrequests@tohowater.com

As to CFX:
Director of Records Management
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
407-690-5366
PublicRecords@cfxway.com

16. **Time is of the essence.** Time is of the essence of this agreement and each and every provision hereof.

17. **Waiver of Jury Trial.** TWA AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

18. **Design, Location and Funding Disclosure; Termination.** In accordance with Section 5.2.5 of CFX's Property Acquisition, Disposition and Permitting Procedures Manual, TWA acknowledges that: (i) the design and location of any contemplated or proposed roadway systems or access scenarios are not guaranteed unless otherwise specified therein; and (ii) this Agreement may be subject to funding by a CFX bond issue or other applicable sources. This Agreement terminates on the fifth anniversary of its Effective Date unless terminated earlier by mutual agreement of the Parties.

19. **Inspector General.** The Parties agree to comply with Section 20.055(5), Florida Statutes, and agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The Parties agree to incorporate the obligation to comply with Section 20.055(5) in all subcontracts such Party enters into in connection with the Existing Lines or the Project contemplated herein.

20. **No Third-Party Benefits.** This Agreement is solely for the benefit of the Parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party that is not a party hereto.

21. **Formal Notice.** Any formal notice, consent, approval or rejection required or allowed in accordance with the terms of this Agreement shall be in writing and be deemed to be delivered (a) when hand delivered to the official hereinafter designated, (b) one (1) days after deposited with an overnight carrier; or (c) three (3) days from when such notice is deposited in the United States mail, postage prepaid, certified mail return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified in written notice to the other Party in accordance herewith.

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807 Attn:
Chief of Infrastructure

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel

TWA: TOHO WATER AUTHORITY
951 Martin Luther King Boulevard
Kissimmee, Florida 34741
Attention: Edwin Matos, Project Manager

Copy to: TOHOPEKALIGA WATER AUTHORITY
951 Martin Luther King Boulevard
Kissimmee, Florida 34741
Attention: General Counsel

Other notices may be delivered by email to the CFX Director of Construction or his designee and TWA's designated representative or designee.

22. **Defaults and Remedies.** Each of the Parties hereto shall give the other Party notice of any alleged default hereunder and shall allow the defaulting Party thirty days from the date of receipt to cure such default, provided; however, that if the default is not reasonably capable of being cured with commercially reasonable efforts within thirty days, the Party shall have such longer time to cure such default as may be reasonably necessary, not to exceed one hundred twenty days ("Cure Period"). In the event either of the Parties fails to cure such non-performance or breach within the Cure Period, the other Party, in its sole discretion, shall be entitled to (a) exercise the right of specific performance with respect to such non-performance or breach; (b) pursue all other rights and remedies available to said Party; or (c) terminate this Agreement and upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

23. **Severability.** If any court finds part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of the Agreement (a) if the rights and obligations of the Parties contained therein are not materially prejudiced and (b) if the intentions of the Parties can continue to be effective. To that end, this Agreement is declared severable.

24. **Sovereign Immunity.** Nothing herein is intended as a waiver of any Party's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law.

25. **Force Majeure.** The time for the performance of the Parties' obligations under this Agreement, including without limitation CFX's performance of the design, permitting and construction requirements set forth herein, will be extended for a period of time equal to any period of delay experienced by CFX, or the number of days lost, due to any of the following ("Force Majeure"): strikes, civil riots or commotion, war, invasion, acts of terrorism, explosion, fire or other casualty, pandemic, sabotage, theft, vandalism, Acts of God, labor disputes, unavailability of labor or materials, hurricane, tropical storm, tornado, or other adverse weather conditions, act or failure to act of governmental authorities, act or failure to act of third-party utility service providers, or

Project 538-165, SR 538 Widening Design-Build

CFX Contract No.


other causes beyond the reasonable control of CFX.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

“TWA”

TOHOPEKALIGA WATER AUTHORITY

By: 

Print Name: TODD SWENGUE

Its: EXECUTIVE DIRECTOR



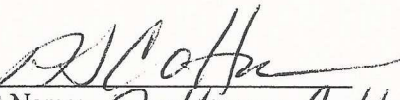
(SEAL)

ATTEST:

Date: 16 June 2020

By:

Print Name:


Anthony Cotter
General Counsel

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

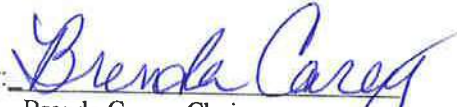
Two Witnesses as to CFX:


 (Printed Name) Evelyn D. Wilson

Glenn Pressimone
 ATTEST: 
 Regla ("Mimi") Lamaute
 Board Services Coordinator

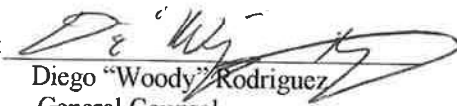
"CFX"

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: 
 Brenda Carey, Chairman

Date: June 11, 2020

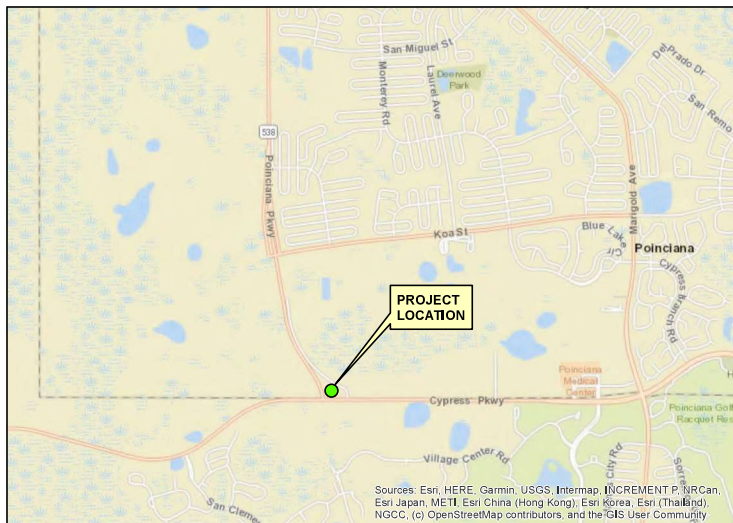
Approved as to form and legality by legal counsel
 to the Central Florida Expressway Authority on
 this 11 day of JUNE, 2020 for its
 exclusive use and reliance.

By: 
 Diego "Woody" Rodriguez
 General Counsel

CONCEPT PLANS FOR SR-538 UTILITIES RELOCATION



APRIL, 2020



LOCATION MAP

Clarence Thacker
Chairman

Domingo Sanchez
Vice-Chair

Jim Swann

Hector Lizasuain

William "Bill" Land

Board Members

Todd Swingle

Executive Director

Robert F. Pelham, P.E.
Director of Engineering

TELEPHONE LISTINGS

TOHOPEKALIGA WATER AUTHORITY	407-544-5000
CITY OF KISSIMMEE PUBLIC WORKS & ENGINEERING	407-518-2170
FLORIDA POWER CORPORATION	407-703-8744
SPRINT FLORIDA INC. (EMERGENCY)	407-491-6544
TECOPPEOPLE'S GAS	407-425-4891
FLORIDA GAS TRANSMISSION	407-255-4341
TMS-WARNER CABLE (BRIGHTHOUSE)	407-535-8509
SUNSHINE STATE ONE-CALL OF FLORIDA (NO-CUTS)	800-432-4770

Prepared by:

TOHOPEKALIGA WATER AUTHORITY

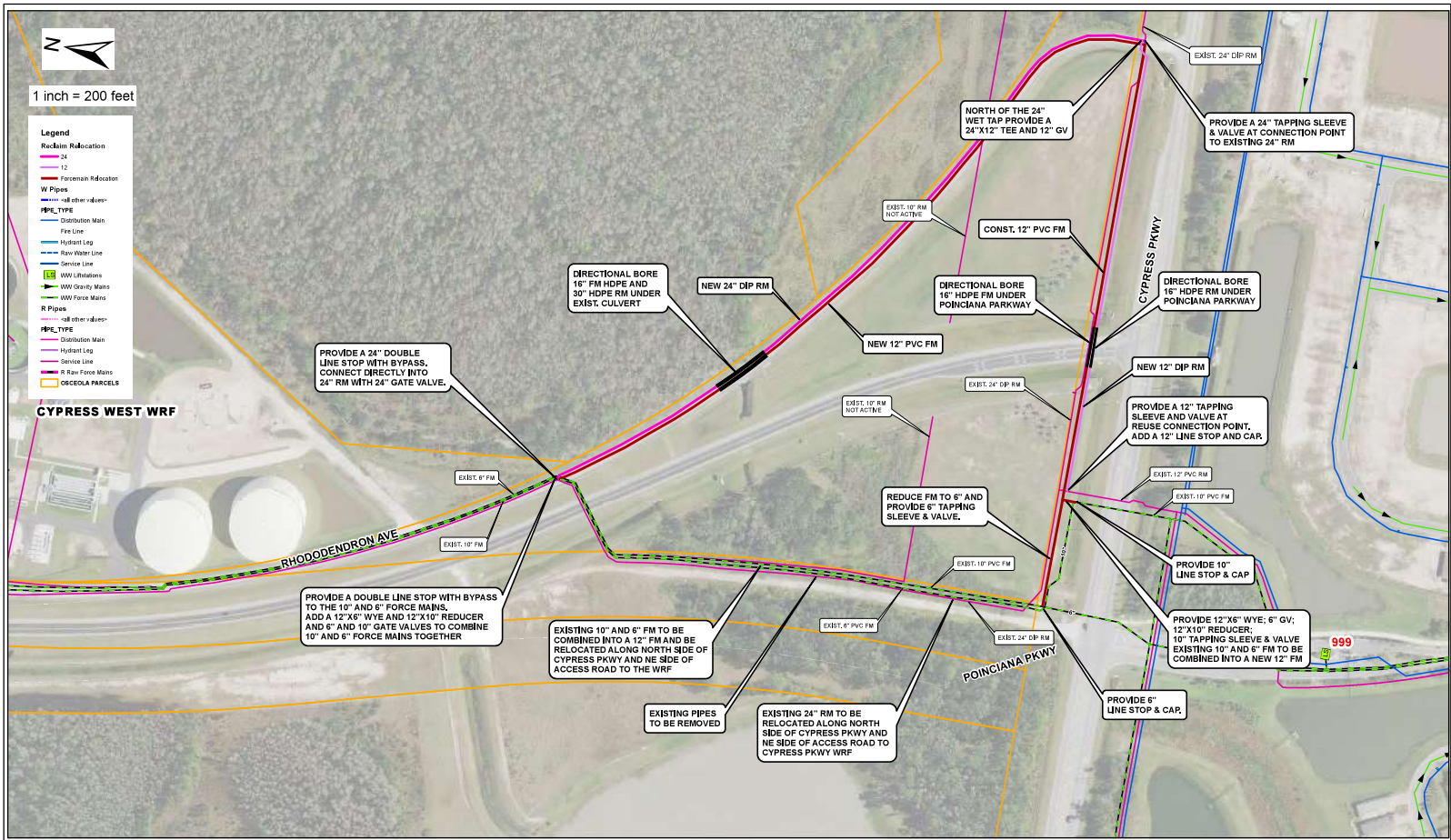
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

INDEX OF DRAWINGS

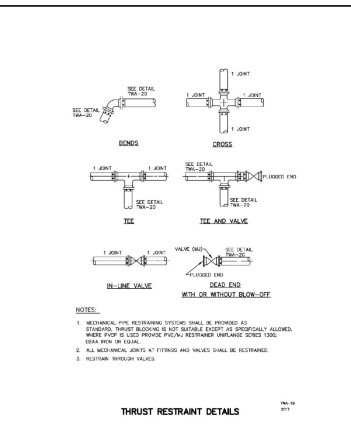
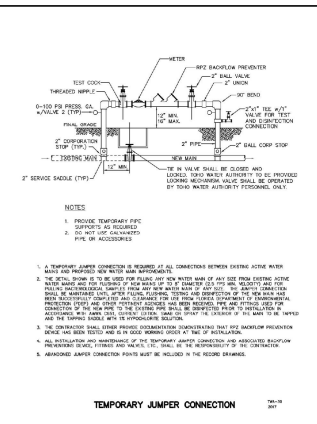
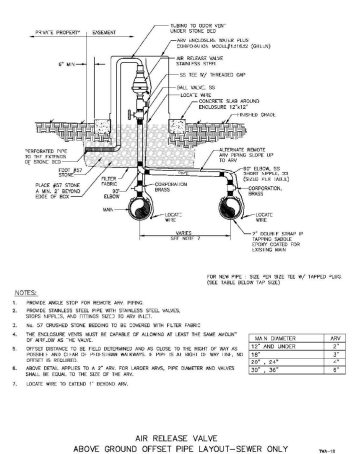
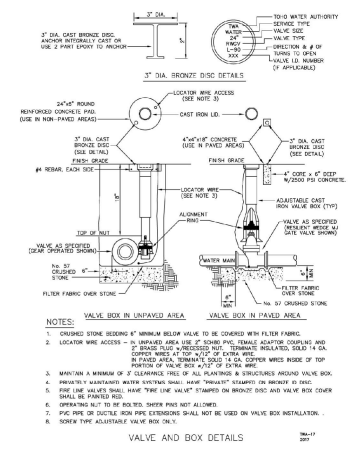
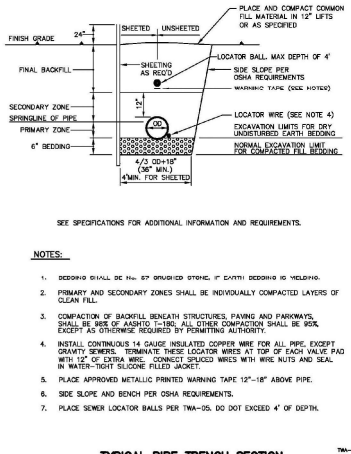
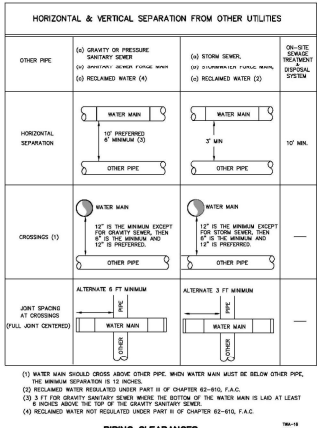
1 OF 3.....	COVER SHEET
2 OF 3.....	PLAN
3 OF 3.....	DETAILS

Exhibit A

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



APRIL, 2020		TOHO WATER AUTHORITY		SR-538 UTILITIES RELOCATION		PROJECT NO.
DESIGNED: GP	DRAWN: GP	951 Martin Luther King Jr. Blvd Kissimmee, Florida 34741 (407)-944-5000		KISSIMMEE FLORIDA PLAN AND DETAILS		DATE:
CHECKED: DRENED	DRENED					CONTRACT NO.
DATE: 04/01/2020	REVISION:	DATE: 04/01/2020	SUPERVISOR: ROBERT PELHAM JR.	SHEET 2 OF 3		PROJECT:



RESTRAINER JOINT TABLE

USE THIS TABLE TO DETERMINE THE REQUIRED RESTRAINER LENGTH OF PIPING. MIN. SIZE SOL RESTRAINER (IN. DIA. SIZE) MIN. SIZE CONNECTION (ASHTO 1-183) MIN. 2" OF COVER.

SIZE	90°				45°				22 1/2°				1 1/4°				VALVE	RAJ (IN)	PROV. IN	MIN. IN	RESTR. IN
	18"	24"	30"	36"	18"	24"	30"	36"	18"	24"	30"	36"	18"	24"	30"	36"					
8	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
10	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
12	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
14	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
16	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
18	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
20	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
24	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
30	3	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
36	3	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
42	4	3	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
48	4	3	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
54	4	3	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	

WHERE CONDITIONS VARY FROM THOSE LISTED ABOVE, HAVE A LICENSED REGISTERED PROFESSIONAL ENGINEER DETERMINE THE REQUIRED RESTRAINER LENGTH OF PIPING.

- ACTOR MAIN AND RESTRAINER MAIN REST PRESSURE 150 PSI MAXIMUM.
- SENIARY FORCE MAIN REST PRESSURE 150 PSI MAXIMUM.
- RESTRAINER THROUGH VALVES.
- ALL FITTINGS AND VALVES SHALL BE RESTRAINER AT LEAST END (C) FULL LENGTH OF PIPE IN ALL DIRECTIONS.
- RESTRAINER CONNECTIONS SHALL BE TIED TO A TIE.

NOTE: THIS TABLE REQUIRES A 1.5 SAFETY FACTOR ABOVE THE LISTED REST PRESSURES.

DATE	DESCRIPTION	BY
APRIL, 2020	DESIGNED - OP	CREATED - OP
	CHECKED - CREATED	
	SUPERVISOR - ROBERTY.PELHAM, PE	

CONCEPT PLANS

TOHO WATER AUTHORITY

851 Martin Luther King Jr. Blvd
Kissimmee, Florida 34741
(407)-944-5000

TOHO WATER AUTHORITY

SR-538 UTILITIES RELOCATION

KISSIMMEE FLORIDA

DETAILS

PROJECT NO. _____
 DRAWING NO. _____
 SHEET 3 OF 3

ID	Task Mode	Task Name	Duration	Start	Finish	2021												2022				2023		
						Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3		
1		LNTF/Flex Start CFX and TWA	130 days	Mon 9/14/20	Fri 3/12/21	LNTF/Flex Start CFX and TWA																		
2		CFX Roadway/Structures Design	300 days	Tue 9/15/20	Mon 11/8/21	CFX Roadway/Structures Design																		
3		TWA Utility Design	130 days	Tue 9/15/20	Mon 3/15/21	TWA Utility Design																		
4		Construction NTP CFX and TWA	1 day	Mon 3/15/21	Mon 3/15/21	Construction NTP CFX and TWA																		
5		TWA Utility Construction	259 days	Tue 3/16/21	Fri 3/11/22	TWA Utility Construction																		
6		TWA Final Punch List	30 days	Mon 3/14/22	Fri 4/22/22	TWA Final Punch List																		
7		CFX Roadway/Structures Construction	592 days	Tue 5/25/21	Wed 8/30/23	CFX Roadway/Structures Construction																		

Exhibit B

Project: 417-429 Widening Pro Date: Tue 6/2/20	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress		
Summary		Inactive Summary		Manual Summary		External Milestone				

*** EXHIBIT C - ESTIMATED CONSTRUCTION BUDGET *
 INTERLOCAL AGREEMENT REGARDING
 RELOCATION OF UTILITIES ALONG SR 538**

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
					\$0.00
	1,200	LF	24" DIP RECLAIM WATER MAIN	\$150.00	\$180,000.00
	1,800	LF	12" PVC FORCE MAIN	\$55.00	\$99,000.00
	600	LF	30" HDPE RECLAIM WATER MAIN (DIRECTIONAL BORE)	\$500.00	\$300,000.00
	1,200	LF	16" HDPE FORCE MAIN (DIRECTIONAL BORE)	\$155.00	\$186,000.00
	600	LF	16" HDPE RECLAIM WATER MAIN (DIRECTIONAL BORE)	\$155.00	\$93,000.00
	700	LF	12" DIP RECLAIM WATER MAIN	\$55.00	\$38,500.00
	250	LF	6" PVC RECLAIM WATER MAIN	\$66.00	\$16,500.00
	1	EA	6" DOUBLE LINE STOP WITH BYPASS	\$6,000.00	\$6,000.00
	1	EA	10" DOUBLE LINE STOP WITH BYPASS	\$11,000.00	\$11,000.00
	1	EA	24" DOUBLE LINE STOP WITH BYPASS	\$25,000.00	\$25,000.00
	1	EA	6" LINE STOP AND CAP (FORCE MAIN)	\$4,000.00	\$4,000.00
	1	EA	12" LINE STOP AND CAP (RECLAIM WATER MAIN)	\$7,000.00	\$7,000.00
	1	EA	6" TAPPING SLEEVE AND VALVE (FORCE MAIN)	\$4,000.00	\$4,000.00
	1	EA	10" TAPPING SLEEVE AND VALVE (FORCE MAIN)	\$8,000.00	\$8,000.00
	1	EA	12" TAPPING SLEEVE AND VALVE (RECLAIMED WATER MAIN)	\$10,000.00	\$10,000.00
	1	EA	24" TAPPING SLEEVE AND VALVE (RECLAIMED WATER MAIN)	\$36,000.00	\$36,000.00
	1	EA	6" GATE VALVE (FORCE MAIN)	\$2,000.00	\$2,000.00
	1	EA	10" GATE VALVE (FORCE MAIN)	\$3,500.00	\$3,500.00
	1	EA	12" GATE VALVE (RECLAIM WATER MAIN)	\$4,500.00	\$4,500.00
	1	EA	24" GATE VALVE (RECLAIM WATER MAIN)	\$20,000.00	\$20,000.00
	2	EA	12" X 6" WYE (FORCE MAIN)	\$700.00	\$1,400.00
	2	EA	12" X 10" REDUCER (FORCE MAIN)	\$1,000.00	\$2,000.00
	1	EA	24" X 12" TEE (RECLAIM WATER MAIN)	\$10,000.00	\$10,000.00
	1,200	LF	6" EXISTING FORCE MAIN PIPE REMOVAL	\$12.00	\$14,400.00
	1,500	LF	10" EXISTING FORCE MAIN PIPE REMOVAL	\$12.00	\$18,000.00
	1,900	LF	10" EXISTING RECLAIM WATER MAIN PIPE REMOVAL	\$12.00	\$22,800.00
	2,500	LF	24" EXISTING RECLAIM WATER MAIN PIPE REMOVAL	\$20.00	\$50,000.00
	1	LS	UTILITY DESIGN SERVICES	\$293,000.00	\$293,000.00
	1	LS	GENERAL REQUIREMENTS	\$129,000.00	\$129,000.00
	1	LS	CONTINGENCY	\$164,000.00	\$164,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL					\$1,758,600.00

Exhibit C

Project 538-165 State Road 538
Parcel _____

**AGREEMENT FOR GRANT OF EASEMENT
BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND TOHOPEKALIGA WATER AUTHORITY**

THIS AGREEMENT FOR GRANT OF EASEMENT (“Agreement”) is made and entered into on the last date of execution (“Effective Date”) below by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX”) and **TOHOPEKALIGA WATER AUTHORITY**, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 941 Martin Luther King Boulevard, Kissimmee, Florida 34741 (“TWA”). CFX and TWA are sometimes collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, pursuant to Section 348.753, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System (“Expressway System”) and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access; and

WHEREAS, TWA was created by special act of the Florida Legislature, Chapter 2003-368, Laws of Florida (the “TWA Act”) to, among other things, carry out the provision of potable and nonpotable water and wastewater services and facilities in areas of Osceola County and adjacent areas Florida, and was granted all powers necessary and convenient to conduct business, including the power to contract with other public agencies; and

WHEREAS, Section 163.01, Florida Statutes, authorizes both Parties to this Agreement to enter into interlocal agreements; and

WHEREAS, on or about June 11, 2020, the Parties entered into that certain Interlocal Agreement Regarding Relocation of Utilities Along State Road 538 (“Relocation Agreement”) governing the decommissioning, relocation and replacement of an existing force mains and reclaimed water main (collectively, “Existing Lines”) located within the right-of-way for State Road (“SR”) 538; and

WHEREAS, pursuant to the terms of the Relocation Agreement, CFX is responsible for the decommissioning, removal, relocation, and replacement of the Existing Lines during the construction of the future eastern extension of SR 538 (“SR 538 Project”), subject to

reimbursement from TWA for one hundred percent of the costs associated with the decommissioning, relocation and replacement of the Existing Lines; and

WHEREAS, it is anticipated that the force mains and reclaimed line that will replace the Existing Lines (collectively, the “Replacement Lines”) will be relocated outside of the right-of-way necessary for the SR 538 Project; and

WHEREAS, TWA was previously required to relocate the Existing Lines to their current location in 2016; and

WHEREAS, in order to avoid uncertainty in the future regarding the location of the Replacement Lines and any additional expenditure of public funds to decommission, remove, relocate and replace the Replacement Lines, TWA and CFX have agreed to locate the Replacement Lines from approximately SR 538 Station 867+00.00 to Station 884+40.00 along the existing TWA access driveway located in Osceola County, Florida as more particularly identified in **Exhibit “A”** attached hereto and incorporated herein by reference (“Easement Area”); and

WHEREAS, CFX acquired fee simple ownership of the Easement Area in the course of construction of SR 538; and

WHEREAS, the Parties desire to enter into this Agreement granting an easement interest of the Easement Area to TWA upon completion of the installation of the Replacement Lines in accordance with the Relocation Agreement and satisfaction of all Conditions Precedent (hereinafter defined); and

WHEREAS, the Parties also desire to define the future and continuing maintenance responsibilities for the easement interest and the access roadway located within the Easement Area.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. **Recitals**. The above recitations are true and correct and are incorporated herein as fully as if set forth hereafter.

2. **Grant of Easement**. CFX agrees to grant, bargain, sell and convey to TWA, and TWA agrees to accept from CFX, a non-exclusive, perpetual easement on, upon, under, over, across and through the Easement Area located in Osceola County, Florida (“Easement”) for the purpose of ingress and egress to the real property owned by TWA, maintenance, repair and replacement of the access driveway in the Easement Area, and the maintenance, operation, repair and replacement of the Replacement Lines, provided; however, this Easement shall not include the right of TWA to install additional utility lines, mains or facilities or access roadways within the Easement Area without the express written consent of CFX. CFX and TWA agree that the Easement to be executed and delivered under the provisions of this section shall be substantially in the form attached hereto as **Exhibit “B”** and incorporated herein by reference (“Easement Agreement”), which Easement Agreement shall incorporate the following terms, at a minimum:

a. Maintenance of Easement Area. TWA, at its sole cost and expense and without reimbursement from CFX, shall maintain and replace, to the extent necessary, the Easement Area and the access roadway or TWA-owned utilities located within the Easement Area (collectively, the “Facilities”) in (i) a good state of repair and condition; and (ii) accordance with all applicable governmental regulations. In the event TWA disturbs or damages any areas within the Easement Area, TWA shall, at its sole cost and expense, repair and replace the any disturbed areas in the Easement Area to the reasonable satisfaction of CFX; provided, however, any such repair, replacement or maintenance shall be conducted by TWA with first class materials, in a good and workmanlike manner, and in accordance with all rules, regulations and permitting requirements governing the repair, replacement, installation or construction of similar facilities on real property owned by CFX. Due to the non-exclusive nature of the easement, TWA shall not be responsible for the repair or replacement of the Facilities from damage caused by CFX, any other entities or individuals granted an easement or license by CFX, or either of their employees, contractors, or invitees. CFX shall remain responsible for the repair and replacement of the Facilities and the Easement Area for any damage cause by CFX, its employees, contractors, and invitees.

b. Right of Relocation of Easement. CFX, at its expense, shall have the right from time to time to relocate or reconfigure all or any portion of the Easement Area and the Facilities located within the Easement Area as it deems necessary so long as such relocation or reconfiguration does not interfere with or disrupt TWA access to the real property owned by TWA or the operation and maintenance of the utility lines or mains. During the term of the Easement Agreement, TWA hereby consents to any relocation or reconfiguration of the Easement Area and/or Facilities (either in whole or in part) proposed by CFX; provided that (i) the Easement Area and/or Facilities (or portions thereof), as so relocated or reconfigured, shall provide TWA with substantially the same size, quality and capacity of access and utility rights as existed prior to such relocation or reconfiguration; (ii) CFX shall pay for any expenses incurred in the relocation or reconfiguration of the Easement Area and/or Facilities (either in whole or in part) in compliance with all governmental permits, approvals, and (iii) CFX shall deliver to TWA an amendment to the Easement Agreement together with a legal description for the relocated Easement Area and/or Facilities (either in whole or in part), as applicable.

3. Consideration. The consideration for the grant of the Easement shall be the value attributed to the Easement Area and the continuing and future obligations to maintain the Easement Area.

4. Legal Description of the Easement Area. The Parties understand and acknowledge that CFX, subject to reimbursement from TWA, shall install the Replacement Lines in the Easement Area during the pendency of the SR 538 Project in accordance with the terms and conditions of the Relocation Agreement. Prior to Closing (hereinafter defined), the description of the Easement Area will need to be finalized, revised or adjusted in order to accommodate revisions in CFX’s right-of-way needs as design and construction progresses for expansion of SR 538 Project. CFX and TWA understand and agree that the Easement Area is anticipated to accommodate the location of the Replacement Lines; provided, however, in no event shall an easement be granted over any portion of the real property owned by CFX to the extent such easement would encroach upon, encumber, or otherwise restrict the use of CFX’s right-of-way for SR 538, including, without

limitation, the required width of SR 538 or as otherwise determined by CFX's Consulting Engineer (hereinafter defined). CFX and TWA acknowledge that the Easement Area as a stand-alone parcel has not been previously surveyed. The Parties agree to cooperate with one another to accommodate such finalization, revisions or adjustments to the description of the Easement Area as may be reasonably necessary.

No later than thirty days after receipt by TWA of the Completion Notice, as defined in the Relocation Agreement, TWA shall, at its sole cost and expense, obtain a current survey or sketch and legal description of the Easement Area prepared by a registered surveyor, licensed in the State of Florida. The surveyor shall provide certified legal description and sketch of said description and the legal description will be included in the Easement Agreement subject to the approval of the Parties. In the event the Parties agree in writing, CFX may obtain the legal description and sketch of the Easement Area, subject to reimbursement from TWA at the Closing.

Subject to written approval by both Parties, which approval shall not be unreasonably withheld, conditioned or delayed, the metes and bounds legal descriptions resulting from such legal description shall be substituted for the depiction/description of the Easement Area set forth in **Exhibit "A"** and such substituted legal description shall be used in the Easement Agreement and any other documents reasonably required to effectuate the terms of this Agreement at the Closing. Notwithstanding the foregoing, the above-referenced process for finalizing the legal description of the Easement Area shall not serve as grounds for TWA or CFX to terminate this Agreement. TWA and CFX hereby waive any claim or defense that this Agreement is not binding and enforceable due to lack of specificity in the legal description of the Easement Area at the time the Agreement was executed.

5. **Evidence of Title.** At any time before Closing, TWA may, at its sole cost and expense, order a commitment from an agent for a policy of owner's title insurance covering the easement interest in the Easement Area ("Commitment") which shall be written on a title insurance company reasonably satisfactory and acceptable to the Parties.

6. **Conditions Precedent to Granting the Easement.** CFX obligation to grant the Easement over the Easement Area to TWA shall be expressly conditioned upon the fulfillment of each of the following on or before the Closing Date (hereinafter defined)("Conditions Precedent"):

- a. **Compliance with the terms of the Relocation Agreement.** The Parties shall be in compliance with any and all terms of the Relocation Agreement, including, without limitation, the following:
 - i. Any and all decommissioning, removal, relocation and replacement of the Existing Lines and installation of the Replacement Lines shall have been completed and accepted by TWA.
 - ii. TWA shall have paid CFX any and all amounts due and payable for the decommissioning, removal, relocation and replacement and installation of the Replacement Lines in accordance with the terms and conditions of the Relocation Agreement, and shall have no outstanding obligations under the Relocation Agreement.

- b. Legal Description. The Parties shall have obtained, mutually agreed upon, and finalized the legal description of the Easement Area.
- c. Consulting Engineer Certification. CFX shall have received a certificate from its Consulting Engineer (as such term is defined in the CFX's Amended and Restated Master Bond Resolution adopted by the CFX's governing Board on February 3, 2003, as supplemented and amended from time to time, hereinafter referred to as the "Master Bond Resolution") stating, in the opinion of such Consulting Engineer, that the grant of the Easement to TWA as finally described does not impede or restrict the operation by the CFX of the Expressway System. The Parties agree that, as of the Effective Date, there is not sufficient information as to the description of the Easement Area under which the Consulting Engineer can issue such opinion.
- d. Bond Counsel Certification. CFX shall have received, pursuant to Section 5.4 of the Master Bond Resolution, the written opinion of the CFX's Bond Counsel, as defined in the Master Bond Resolution, that the grant of the Easement to TWA and anticipated operations and activities of TWA thereunder do not or will not cause the interest payable on any of CFX's outstanding tax-exempt debt to be no longer excludable from gross income for federal income tax purposes.

7. Closing Date and Location. The grant of the Easement contemplated under this Agreement ("**Closing**") shall be held on or before sixty (60) days after the satisfaction of the Conditions Precedent or such earlier date selected by CFX upon not less than ten (10) days' prior written notice to TWA ("**Closing Date**"), at the offices of CFX, or CFX's attorney, or any other place which is mutually acceptable to the Parties. The Closing Date is subject to an option to extend that may be exercised with written approval from the Executive Director of TWA and the Executive Director of CFX, as applicable.

8. Closing Documents. At Closing, CFX shall sign a closing statement, if applicable, and such other documents as are necessary to complete the transaction. In the event TWA elects to obtain a Commitment, CFX shall execute an owner's affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes.

9. Recording. TWA agrees to record, either by hand delivery to the Clerk of Court, or electronic recording, at TWA's sole cost and expense, the Easement Agreement no later than thirty (30) days after delivery of the original Easement Agreement to TWA. TWA agrees to deliver to CFX a copy of the recorded Easement Agreement by email to LNK@CFXway.com.

10. As-Is Conveyance. TWA hereby agrees, acknowledges and understands that the Easement Area is being conveyed to TWA "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the Closing Date, without any representations or warranties by CFX as to any condition of the Easement Area, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. CFX makes no guarantee, warranty, or representation, express or implied, as to the quality, character, or condition of the Easement

Area, or any part thereof, or to the fitness of the Easement Area, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the Easement Area, or the failure of the Easement Area to meet any standards. In no event shall CFX be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at, or under the Easement Area, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees, and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. (CFX Manual, Sec. 5-6.09) TWA has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the Easement Area “**AS-IS, WHERE IS AND WITH ALL FAULTS**” and that CFX has disclaimed herein any and all warranties, express or implied.

11. **Cross Default.** In the event TWA defaults under the terms and conditions of the Relocation Agreement, said default shall be deemed a default under this Agreement and in such event, CFX shall have the right, but not the obligation, to terminate this Agreement.

12. **Notices.** Any formal notice, consent, approval or rejection required or allowed in accordance with the terms of this Agreement shall be in writing and be deemed to be delivered (a) when hand delivered to the official hereinafter designated, (b) one (1) days after deposited with an overnight carrier; or (c) three (3) days from when such notice is deposited in the United States mail, postage prepaid, certified mail return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified in written notice to the other Party in accordance herewith.

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807 Attn:
Chief of Infrastructure

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel

TWA: TOHO WATER AUTHORITY
951 Martin Luther King Boulevard
Kissimmee, Florida 34741
Attention: Edwin Matos, Project Manager

Copy to: TOHOPEKALIGA WATER AUTHORITY

951 Martin Luther King Boulevard
Kissimmee, Florida 34741
Attention: General Counsel

Other notices may be delivered by email to the CFX Director of Construction or his designee and TWA's designated representative or designee.

13. **Defaults and Remedies.** Each of the Parties hereto shall give the other Party notice of any alleged default hereunder and shall allow the defaulting Party thirty days from the date of receipt to cure such default, provided; however, that if the default is not reasonably capable of being cured with commercially reasonable efforts within thirty days, the Party shall have such longer time to cure such default as may be reasonably necessary, not to exceed one hundred twenty days (“Cure Period”). In the event either of the Parties fails to cure such non-performance or breach within the Cure Period, the other Party, in its sole discretion, shall be entitled to (a) exercise the right of specific performance with respect to such non-performance or breach; (b) pursue all other rights and remedies available to said Party; or (c) terminate this Agreement and upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

14. **General Provisions.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon either Party unless such amendment is in writing and executed by TWA and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein. Whenever 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, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, 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. TWA and CFX do hereby agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at or prior to Closing. This Agreement shall be interpreted under the laws of the State of Florida. TWA and CFX acknowledge that this Agreement was prepared after substantial negotiations between the Parties and this Agreement shall not be interpreted against either Party solely because such Party or its counsel drafted the Agreement. The Parties agree that venue for any legal action authorized hereunder shall be exclusively in the courts of Ninth Judicial Circuit of Florida. Unless otherwise specified herein, any references to “days” shall refer to calendar days.

15. **Public Records Law.**

a. The Parties acknowledge that by virtue of this Agreement all of their respective documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If either Party will act on behalf of the other party, as provided under Section 119.011(2), Florida Statutes, acting party, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

i. Keep and maintain public records required by the other party to perform the service.

ii. Upon request from the other party's custodian of public records, provide the other party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the other party.

iv. Upon completion of the Agreement and SR 538 Project, transfer, at no cost, to the other Party all public records in possession of the acting Party or keep and maintain public records required by the other Party to perform the service. If the acting Party transfers all public records to the other party upon completion of the contract, the acting Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the acting Party keeps and maintains public records upon completion of the contract, the acting Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other Party, upon request from the other Party's custodian of public records, in a format that is compatible with the information technology systems of the other party.

v. If the acting Party does not comply with a public records request, the other party shall enforce the contract provisions in accordance with the Agreement.

b. IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, AS FOLLOWS:

As to TWA:
Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
publicrecordsrequests@tohowater.com

As to CFX:
Director of Records Management
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
407-690-5366
PublicRecords@cfxway.com

16. **Time is of the essence.** Time is of the essence of this agreement and each and every provision hereof.

17. **Waiver of Jury Trial.** TWA AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

16. **No Third-Party Benefits.** This Agreement is solely for the benefit of the Parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party that is not a party hereto.

17. **Survival of Provisions.** All representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to, or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to, or by reason of this Agreement.

18. **Severability.** If any court finds part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of the Agreement (a) if the rights and obligations of the Parties contained therein are not materially prejudiced and (b) if the intentions of the Parties can continue to be effective. To that end, this Agreement is declared severable.

19. **Sovereign Immunity.** Nothing herein is intended as a waiver of any Party's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law.

20. **Force Majeure.** The time for the performance of the Parties' obligations under this Agreement, including without limitation CFX's performance of the design, permitting and construction requirements set forth herein, will be extended for a period of time equal to any period of delay experienced by CFX, or the number of days lost, due to any of the following ("Force Majeure"): strikes, civil riots or commotion, war, invasion, acts of terrorism, explosion, fire or other casualty, pandemic, sabotage, theft, vandalism, Acts of God, labor disputes, unavailability of labor or materials, hurricane, tropical storm, tornado, or other adverse weather conditions, act or failure to act of governmental authorities, act or failure to act of third-party utility service providers, or other causes beyond the reasonable control of CFX.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the date set forth herein below.

[SIGNATURES TO FOLLOW]

“TWA”

TOHOPEKALIGA WATER AUTHORITY

By: _____
Print Name: Todd P. Swingle, P.E.
Its: Executive Director

(SEAL)

ATTEST:

Date: _____

By: _____
Print Name: Anthony J. Cotter, its General Counsel

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Brenda Carey, Chairman

Date: _____

ATTEST: _____
Regla (“Mimi”) Lamaute
Recording Clerk

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

LIST OF EXHIBITS

Exhibit “A” - Easement Area

Exhibit “B” - Easement Agreement

Exhibit "A"
Easement Area

CONCEPT PLANS FOR SR-538 UTILITIES RELOCATION



APRIL, 2020

Clarence Thacker
Chairman

Domingo Sanchez
Vice-Chair

Jim Swann

Hector Lizasuain

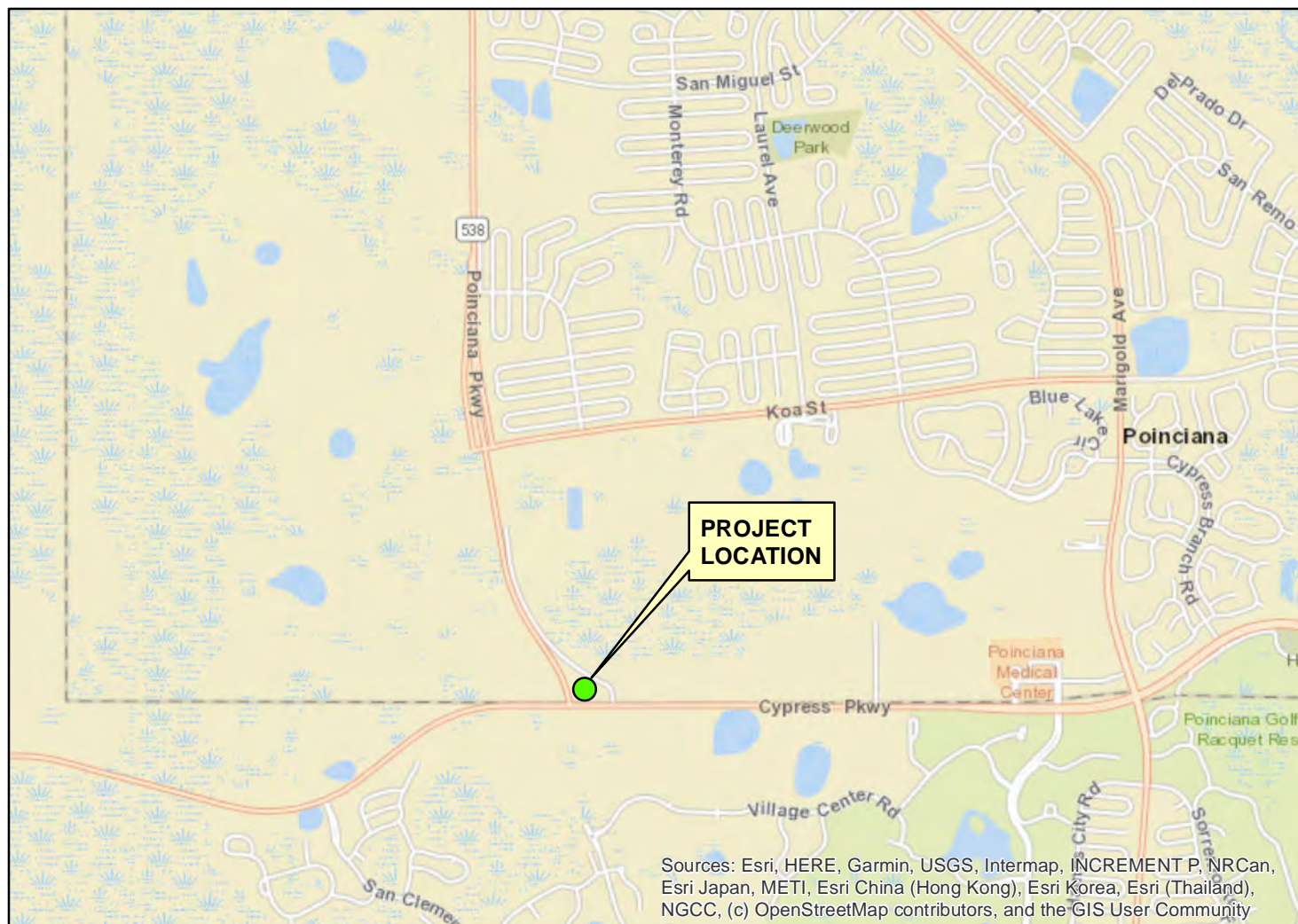
William "Bill" Land
Board Members

Todd Swingle
Executive Director

Robert F. Pelham, P.E.
Director of Engineering

TELEPHONE LISTINGS

TOHOPEKALIGA WATER AUTHORITY.....	407-944-5000
CITY OF KISSIMMEE PUBLIC WORKS & ENGINEERING.....	407-518-2170
FLORIDA POWER CORPORATION.....	407-700-8744
SPRINT FLORIDA INC (EMBARQ).....	407-814-5344
TECO/PEOPLE'S GAS.....	407-425-4661
FLORIDA GAS TRANSMISSION.....	407-295-4341
TIME-WARNER CABLE (BRIGHTHOUSE).....	407-532-8509
SUNSHINE STATE ONE-CALL OF FLORIDA (NO-CUTS).....	800-432-4770



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

LOCATION MAP

Prepared by:

TOHOPEKALIGA WATER AUTHORITY

951 Martin Luther King Blvd.
Kissimmee, Florida 34741

INDEX OF DRAWINGS

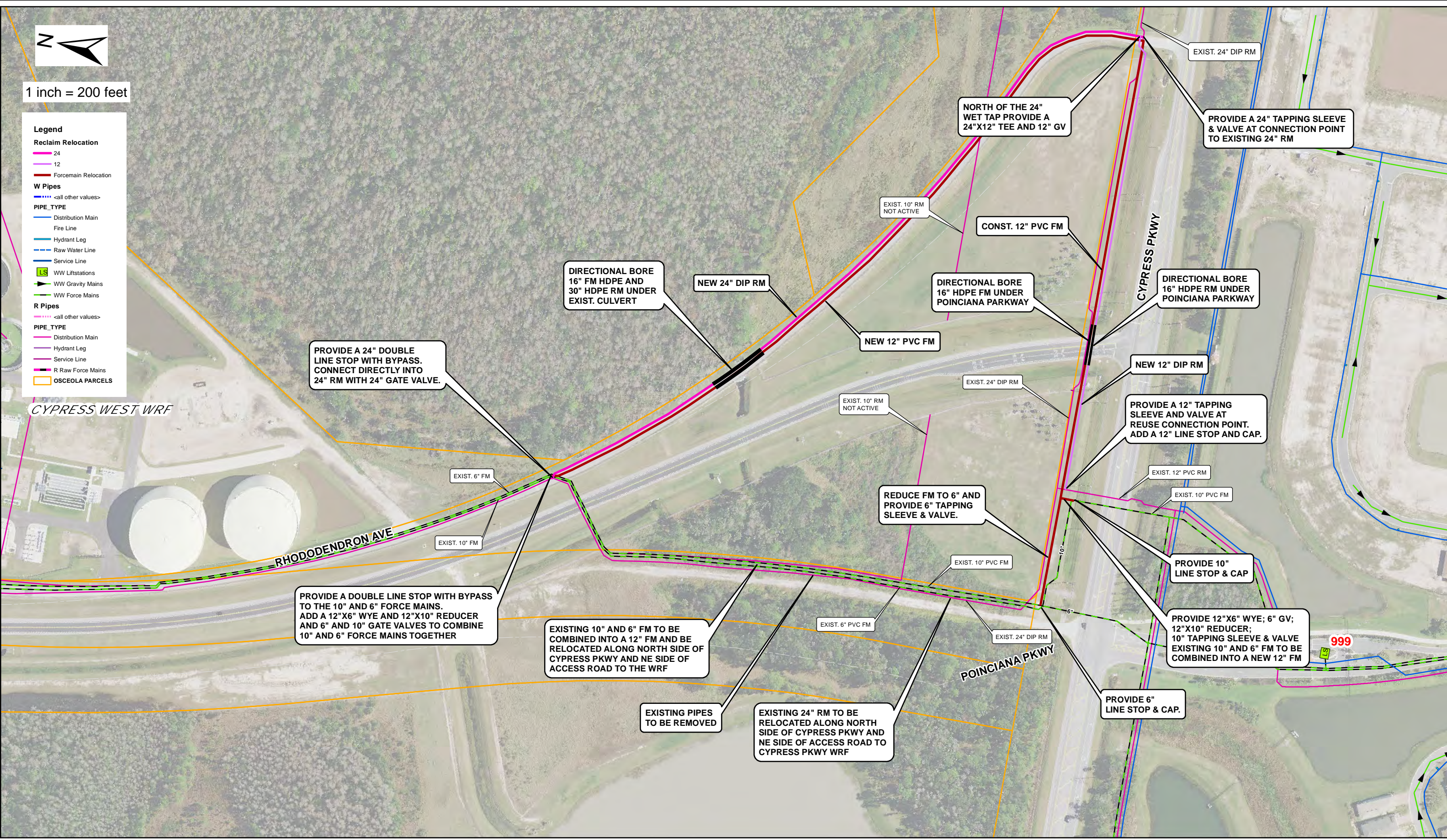
1 OF 3.....	COVER SHEET
2 OF 3.....	PLAN
3 OF 3.....	DETAILS



1 inch = 200 feet

Legend

- Reclaim Relocation**
- 24
- 12
- Forcemain Relocation
- W Pipes**
- <all other values>
- PIPE_TYPE**
- Distribution Main
- Fire Line
- Hydrant Leg
- Raw Water Line
- Service Line
- LS WW Liftstations
- WW Gravity Mains
- WW Force Mains
- R Pipes**
- <all other values>
- PIPE_TYPE**
- Distribution Main
- Hydrant Leg
- Service Line
- R Raw Force Mains
- OSCEOLA PARCELS



		APRIL, 2020	
DESIGNED	GP	DRAWN	GP
CHECKED		CHECKED	
NO.	DATE	REVISION	BY
			SUPERVISED BY ROBERT F. PELHAM, PE

CONCEPT PLANS

TOHO WATER AUTHORITY

951 Martin Luther King Jr. Blvd
Kissimmee, Florida 34741
(407) - 944 - 5000



SR-538 UTILITIES RELOCATION
KISSIMMEE FLORIDA
PLAN AND DETAILS

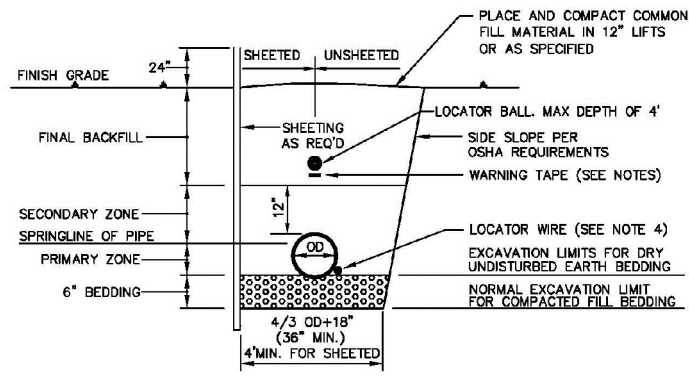
PROJECT NO.
WORKSTATION:
SHEET NO.
SHEET 2 OF 3

HORIZONTAL & VERTICAL SEPARATION FROM OTHER UTILITIES			
OTHER PIPE	(a) GRAVITY OR PRESSURE SANITARY SEWER (b) SANITARY SEWER FORCE MAIN (c) RECLAIMED WATER (4)	(a) STORM SEWER, (b) STORMWATER FORCE MAIN, (c) RECLAIMED WATER (2)	ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM
HORIZONTAL SEPARATION			10' MIN.
CROSSINGS (1)			—
JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)			—

- (1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
 (2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
 (3) 3 FT FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
 (4) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

PIPING CLEARANCES

TWA-16
2017



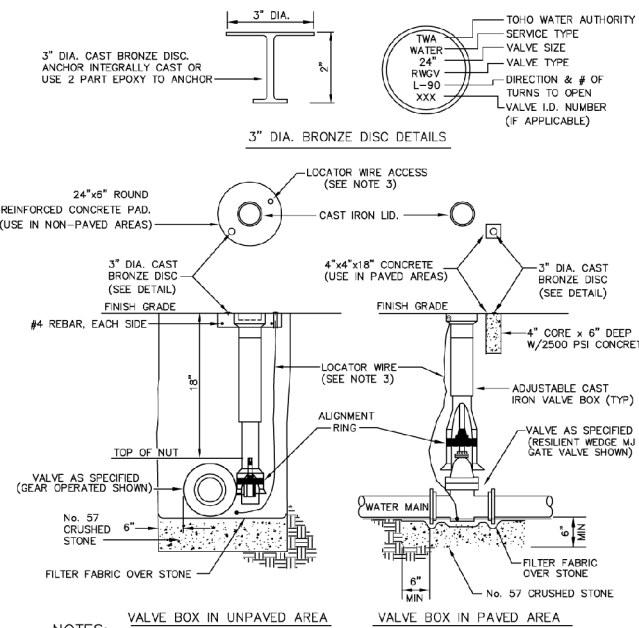
SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

NOTES:

- BEDDING SHALL BE No. 57 CRUSHED STONE, IF EARTH BEDDING IS YIELDING.
- PRIMARY AND SECONDARY ZONES SHALL BE INDIVIDUALLY COMPACTED LAYERS OF CLEAN FILL.
- COMPACTION OF BACKFILL BENEATH STRUCTURES, PAVING AND PARKWAYS, SHALL BE 98% OF AASHTO T-180; ALL OTHER COMPACTION SHALL BE 95% EXCEPT AS OTHERWISE REQUIRED BY PERMITTING AUTHORITY.
- INSTALL CONTINUOUS 14 GAUGE INSULATED COPPER WIRE FOR ALL PIPE, EXCEPT GRAVITY SEWERS. TERMINATE THESE LOCATOR WIRES AT TOP OF EACH VALVE PAD WITH 12" OF EXTRA WIRE. CONNECT SPLICED WIRES WITH WIRE NUTS AND SEAL IN WATER-TIGHT SILICONE FILLED JACKET.
- PLACE APPROVED METALLIC PRINTED WARNING TAPE 12"-18" ABOVE PIPE.
- SIDE SLOPE AND BENCH PER OSHA REQUIREMENTS.
- PLACE SEWER LOCATOR BALLS PER TWA-05. DO NOT EXCEED 4' OF DEPTH.

TYPICAL PIPE TRENCH SECTION

TWA-14
2017

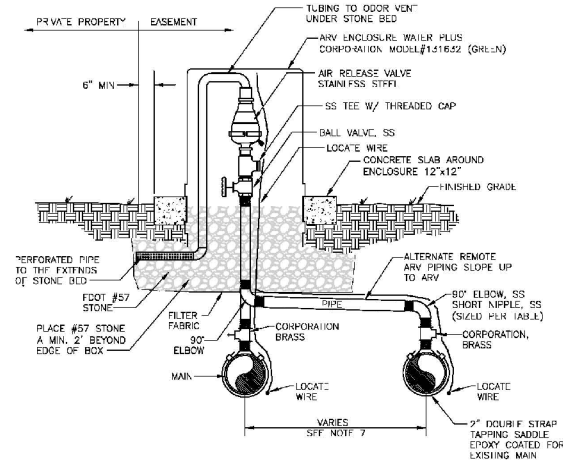


NOTES:

- CRUSHED STONE BEDDING 6" MINIMUM BELOW VALVE TO BE COVERED WITH FILTER FABRIC.
- LOCATOR WIRE ACCESS - IN UNPAVED AREA USE 2" SCH80 PVC, FEMALE ADAPTOR COUPLING AND 2" BRASS PLUG W/ RECESSED NUT. TERMINATE INSULATED, SOLID 14 GA. COPPER WIRES AT TOP W/ 1/2" OF EXTRA WIRE. IN PAVED AREA, TERMINATE SOLID 14 GA. COPPER WIRES INSIDE OF TOP PORTION OF VALVE BOX W/ 1/2" OF EXTRA WIRE.
- MAINTAIN A MINIMUM OF 3' CLEARANCE FREE OF ALL PLANTINGS & STRUCTURES AROUND VALVE BOX.
- PRIVATELY MAINTAINED WATER SYSTEMS SHALL HAVE "PRIVATE" STAMPED ON BRONZE ID DISC.
- FIRE LINE VALVES SHALL HAVE "FIRE LINE VALVE" STAMPED ON BRONZE DISC AND VALVE BOX COVER SHALL BE PAINTED RED.
- OPERATING NUT TO BE BOLTED. SHEER PINS NOT ALLOWED.
- PVC PIPE OR DUCTILE IRON PIPE EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
- SCREW TYPE ADJUSTABLE VALVE BOX ONLY.

VALVE AND BOX DETAILS

TWA-17
2017



NOTES:

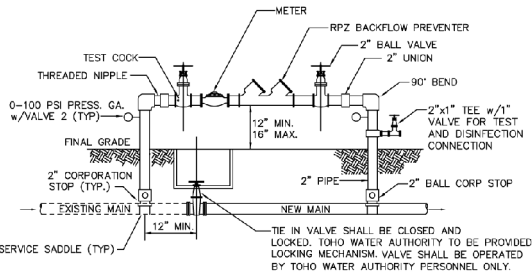
- PROVIDE ANGLE STOP FOR REMOTE ARV PIPING.
- PROVIDE STAINLESS STEEL PIPE WITH STAINLESS STEEL VALVES, STOPS, NIPPLS, AND FITTINGS (SIZE) TO ARV INLET.
- No. 57 CRUSHED STONE BEDDING TO BE COVERED WITH FILTER FABRIC.
- THE ENCLOSURE VENTS MUST BE CAPABLE OF ALLOWING AT LEAST THE SAME AMOUNT OF AIRFLOW AS THE VALVE.
- OFFSET DISTANCE TO BE FIELD DETERMINED AND AS CLOSE TO THE RIGHT OF WAY AS POSSIBLE AND CLEAR OF PEDESTRIAN WALKWAYS. IF IMP. IS AT HIGH ID-WAY (1 IN.), NO OFFSET IS REQUIRED.
- ABOVE DETAIL APPLIES TO A 2" ARV. FOR LARGER ARVS, PIPE DIAMETER AND VALVES SHALL BE EQUAL TO THE SIZE OF THE ARV.
- LOCATOR WIRE TO EXTEND 1' BEYOND ARV.

FOR NEW PIPE - SIZE PER SIZE TEE W/ TAPPED PLUG (SEE TABLE BELOW TAP SIZE)

MAIN DIAMETER	ARV
12" AND UNDER	2"
18"	3"
20", 24"	4"
30", 36"	6"

AIR RELEASE VALVE ABOVE GROUND OFFSET PIPE LAYOUT-SEWER ONLY

TWA-18
2017

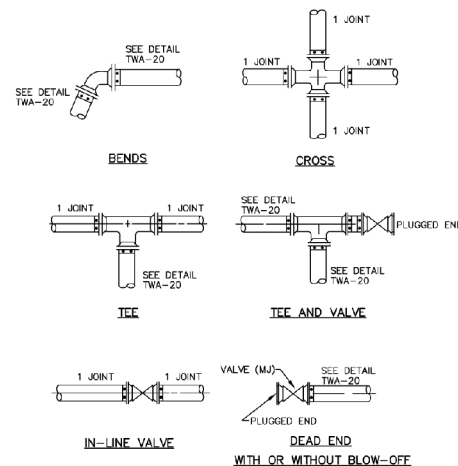


NOTES:

- PROVIDE TEMPORARY PIPE SUPPORTS AS REQUIRED
- DO NOT USE GALVANIZED PIPE OR ACCESSORIES
- A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS.
- THE DETAIL SHOWN IS TO BE USED FOR FILLING ANY NEW WATER MAIN OF ANY SIZE FROM EXISTING ACTIVE WATER MAINS AND FOR FLUSHING OF NEW MAINS UP TO 8" DIAMETER (2.5 FPS MIN. VELOCITY) AND FOR FILLING BACTERIOLOGICAL SAMPLES FROM ANY NEW WATER MAIN OF ANY SIZE. THE JUMPER CONNECTION SHALL BE MAINTAINED UNTIL AFTER FILLING, FLUSHING, TESTING AND DISINFECTION OF THE NEW MAIN HAS BEEN SUCCESSFULLY COMPLETED AND CLEARANCE FOR USE FROM FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND OTHER PERTINENT AGENCIES HAS BEEN RECEIVED. PIPE AND FITTINGS USED FOR CONNECTION OF THE NEW PIPE TO THE EXISTING PIPE SHALL BE DISINFECTED PRIOR TO INSTALLATION IN ACCORDANCE WITH AWWA 2001, CURRENT EDITION. SHALL OR SPRAY THE EXTERIOR OF THE MAIN TO BE TAPPED AND THE TAPPING SADDLE WITH 1% HYPOCHLORITE SOLUTION.
- THE CONTRACTOR SHALL EITHER PROVIDE DOCUMENTATION DEMONSTRATING THAT RPZ BACKFLOW PREVENTION DEVICE HAS BEEN TESTED AND IS IN GOOD WORKING ORDER AT TIME OF INSTALLATION.
- ALL INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER CONNECTION AND ASSOCIATED BACKFLOW PREVENTERS, DEVICES, FITTINGS AND VALVES, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ABANDONED JUMPER CONNECTION POINTS MUST BE INCLUDED IN THE RECORD DRAWINGS.

TEMPORARY JUMPER CONNECTION

TWA-30
2017



NOTES:

- MECHANICAL PIPE RESTRAINTING SYSTEMS SHALL BE PROVIDED AS STANDARD. THRUST BLOCKING IS NOT SUITABLE EXCEPT AS SPECIFICALLY ALLOWED. WHERE PVC/P is USED PROVIDE PVC/MJ RESTRAINER UNFLANGE SERIES 1300, EBAA IRON OR EQUAL.
- ALL MECHANICAL JOINTS AT FITTINGS AND VALVES SHALL BE RESTRAINED.
- RESTRAIN THROUGH VALVES.

THRUST RESTRAINT DETAILS

TWA-19
2017

USE THIS THRUST RESTRAINT TABLE FOR THESE TRENCH CONDITIONS:
 --- MIN. 50% SOIL RETAINED ON No. 200 SIEVE.
 --- MIN. 95% COMPACTION, AASHTO T-180.
 --- MIN. 3' OF COVER.

NUMBER OF FULL LENGTH RESTRAINED PIPE SECTIONS REQUIRED AT ALL FITTINGS AND VALVE JOINTS

SIZE IN.	BENDS								DEAD END	CROSS OR VALVE	TEE	TEE AND VALVE	BRANCH					
	90°	45°	22-1/2'	11-1/4'	VERTICAL BENDS	100 psi	150 psi	200 psi										
4	1	1	1	1	1	1	1	1	2	2	1	1	1	2	2			
6	1	2	1	1	1	1	1	1	2	3	1	1	1	1	2	2		
8	1	2	1	1	1	1	1	1	2	2	4	1	1	1	2	2		
10	2	2	1	1	1	1	1	1	2	2	3	4	1	1	1	2	2	
12	2	2	1	1	1	1	1	1	2	3	3	5	1	1	1	2	2	
14	2	3	1	1	1	1	1	1	2	3	4	6	1	1	1	2	2	
16	2	3	1	1	1	1	1	1	2	3	4	6	1	1	1	2	2	3
18	2	3	1	2	1	1	1	1	3	4	5	7	1	1	1	2	2	3
20	2	3	1	2	1	1	1	1	3	4	5	8	1	1	1	2	2	4
24	3	4	1	2	1	1	1	1	3	4	6	9	1	1	1	3	2	5
30	3	4	2	2	1	1	1	1	4	5	7	10	1	1	2	4	3	7

WHERE CONDITIONS VARY FROM THOSE STATED ABOVE, HAVE A FLORIDA REGISTERED PROFESSIONAL ENGINEER DETERMINE THE REQUIRED RESTRAINED LENGTH OF PIPING.

- WATER MAIN AND REUSE MAIN TEST PRESSURE 150 psi MINIMUM
- SANITARY FORCE MAIN PRESSURE PIPE 100 psi MINIMUM.
- RESTRAIN THROUGH VALVING.
- ALL FITTINGS AND VALVES SHALL BE RESTRAINED AT LEAST ONE (1) FULL LENGTH OF PIPE IN ALL DIRECTIONS.
- PRESSURE CONNECTIONS SHALL BE TREATED AS A TEE.

NOTE: THIS TABLE INCLUDES A 1.5 SAFETY FACTOR ABOVE THE LISTED TEST PRESSURES.

RESTRAINED JOINT TABLE

TWA-20
2017

APRIL, 2020	
DESIGNED GP	DRAWN GP
CHECKED	CHECKED
NO.	DATE
REVISION	BY
SUPERVISED BY	ROBERT F. PELHAM, PE

CONCEPT PLANS

TOHO WATER AUTHORITY

951 Martin Luther King Jr. Blvd
Kissimmee, Florida 34741
(407) - 944 - 5000



SR-538 UTILITIES RELOCATION

KISSIMMEE FLORIDA

DETAILS

PROJECT NO.
WORKSTATION:
SHEET NO.
SHEET 3 OF 3

Exhibit “B”
Easement Agreement

Project 538-165 State Road 538

Parcel _____

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT (hereinafter, the “**Agreement**”) is made and entered as of the Effective Date (hereinafter defined), by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“**CFX**”) and **TOHOPEKALIGA WATER AUTHORITY**, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 941 Martin Luther King Boulevard, Kissimmee, Florida 34741 (“**TWA**”). CFX and TWA are sometimes collectively referred to herein as the “**Parties.**”

W I T N E S S E T H :

WHEREAS, pursuant to Section 348.753, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System (“**Expressway System**”) and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access; and

WHEREAS, TWA was created by special act of the Florida Legislature, Chapter 2003-368, Laws of Florida (the “**TWA Act**”) to, among other things, carry out the provision of potable and nonpotable water and wastewater services and facilities in areas of Osceola County and adjacent areas Florida, and was granted all powers necessary and convenient to conduct business, including the power to contract with other public agencies; and

WHEREAS, TWA is the fee simple owner of that certain real property more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (“**TWA Property**”); and

WHEREAS, on or about June 11, 2020, the Parties entered into that certain Interlocal Agreement Regarding Relocation of Utilities Along State Road 538 (“**Relocation Agreement**”) governing the decommissioning, relocation and replacement of an existing force mains and reclaimed water main (collectively, “**Existing Lines**”) located within the right-of-way for State Road (“**SR**”) 538; and

WHEREAS, on or about _____, 2020, the Parties entered into that certain Agreement for Grant of Easement between CFX and TWA, whereby CFX agreed to grant to TWA a utility and access easement over, across and upon portions of the real property owned by CFX more particularly described in **Exhibit “B”** attached hereto and incorporated herein by reference (“**Easement Area**”); and

WHEREAS, CFX and TWA have agreed to the establishment of the easement as set forth herein and the establishment of the maintenance obligations relating thereto and have further agreed to other matters contained herein.

NOW THEREFORE, in consideration of mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree to and with each other as follows:

1. **Recitals.** That the foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Easement.** CFX agrees to grant, bargain, sell, convey, and confirm unto TWA, and TWA agrees to accept from CFX, a non-exclusive, perpetual easement (collectively, "**Easement**") on, upon, under, over, across and through the Easement Area, for the purpose of ingress and egress to the TWA Property, maintenance, repair and replacement of the access driveway in the Easement Area, and the maintenance, operation, repair and replacement of the replacement force mains and reclaimed water main owned by TWA in the Easement Area (collectively, the "**Facilities**"), subject to any and all applicable permits and other governmental requirements. TWA shall have all incidental rights reasonably necessary for the use and enjoyment of the Easement for its intended purposes, including, specifically, the right of entry onto the Easement Area for purposes of maintenance, operation, repair, and construction of the Facilities now or hereafter located within the Easement Area, provided; however, this Easement shall not include the right of TWA to install additional utility lines, mains or facilities or access roadways within the Easement Area without the express written consent of CFX.

3. **Maintenance of the Easement Area.** TWA, at its sole cost and expense and without reimbursement from CFX, shall maintain and replace, to the extent necessary, the Easement Area and the Facilities in (i) a good state of repair and condition; and (ii) accordance with all applicable governmental regulations. In the event TWA disturbs or damages any areas within the Easement Area, TWA shall, at its sole cost and expense, repair and replace the any disturbed areas in the Easement Area to the reasonable satisfaction of CFX; provided, however, any such repair, replacement or maintenance shall be conducted by TWA with first class materials, in a good and workmanlike manner, and in accordance with all rules, regulations and permitting requirements governing the repair, replacement, installation or construction of similar facilities on real property owned by CFX. Due to the non-exclusive nature of the easement, TWA shall not be responsible for the repair or replacement of the Facilities from damage caused by CFX, any other entities or individuals granted an easement or license by CFX, or either of their employees, contractors, or invitees. CFX shall remain responsible for the repair and replacement of the Facilities and the Easement Area for any damage cause by CFX, its employees, contractors, and invitees.

4. **Right of Relocation of Easement.** CFX, at its expense, shall have the right from time to time to relocate or reconfigure all or any portion of the Easement Area and the Facilities located within the Easement Area as it deems necessary so long as such relocation or reconfiguration does not interfere with or disrupt TWA access to the TWA Property, or the operation and maintenance of the Facilities. During the term of this Agreement, TWA hereby consents to any relocation or reconfiguration of the Easement Area and/or Facilities (either in whole or in part) proposed by CFX; provided that (i) the Easement Area and/or Facilities (or portions thereof), as so relocated or reconfigured, shall provide TWA with substantially the same size, quality and capacity of access and utility rights as existed prior to such relocation or reconfiguration; (ii) CFX shall pay for any expenses incurred in the relocation or reconfiguration of the Easement Area and/or Facilities (either in whole or in part) in compliance with all governmental permits, approvals, and (iii) CFX shall deliver to TWA an amendment to this Agreement together with a legal description for the relocated Easement Area and/or Facilities (either in whole or in part), as applicable.

5. **Non-Disturbance of Easement Rights.** Except as otherwise provided in this Agreement, the Parties hereto agree not to build, construct, or place any buildings, structures, barriers, and fill or other hindrances in the Easement Area other than the Facilities, and not to in any way materially modify or change the lands encumbered by the Easement in a manner that would disturb or interfere with the proper

construction, operation, or maintenance of such Easement.

6. **Termination of Easement.** TWA may, at its option, remove the materials comprising the Facilities installed and maintained by TWA with one hundred eighty (180) days prior written notice to CFX, in which event, TWA shall return the Easement Area to its original state as it existed prior to the construction of the Facilities and shall execute and record a written termination of easement in the Public Records of Osceola County, Florida. In the event of damage to or destruction of all or a portion of the Easement Area due to such removal, TWA, at its sole cost and expense, shall return the Easement Area and replace any improvements located on the Easement Area to the condition as they existed immediately prior to such damage or destruction by CFX and to the reasonable satisfaction of CFX. If the Facilities are replaced, the provisions of this Agreement shall remain in full force and effect, including TWA's obligation to maintain said Facilities.

7. **Compliance with all Legal Rules.** TWA shall, at its sole expense, comply with all present and future valid and applicable laws, ordinances, and regulations of the federal government and its agencies, the State of Florida, and Osceola County, unless otherwise agreed between TWA and CFX.

8. **As-Is Conveyance.** TWA hereby agrees, acknowledges and understands that the Easement is being conveyed to TWA "**AS IS, WHERE IS, WITH ALL FAULTS,**" in such condition as the same may be on the Effective Date, without any representations or warranties by CFX as to any condition of the Easement Area, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. CFX makes no guarantee, warranty, or representation, express or implied, as to the quality, character, or condition of the Easement Area, or any part thereof, or to the fitness of the Easement Area, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the Easement Area, or the failure of the Easement Area to meet any standards. In no event shall CFX be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at, or under the Easement Area, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees, and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the termination or expiration of this Agreement. TWA has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the Easement Area "**AS-IS, WHERE IS AND WITH ALL FAULTS**" and that CFX has disclaimed herein any and all warranties, express or implied.

9. **Notices.** Any formal notice, consent, approval or rejection required or allowed in accordance with the terms of this Agreement shall be in writing and be deemed to be delivered (a) when hand delivered to the official hereinafter designated, (b) one (1) days after deposited with an overnight carrier; or (c) three (3) days from when such notice is deposited in the United States mail, postage prepaid, certified mail return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified in written notice to the other Party in accordance herewith.

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807 Attn:
Executive Director

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Road Orlando,
Florida 32807 Attn: Chief of
Infrastructure

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807 Attn:
General Counsel

TWA: TOHO WATER AUTHORITY
951 Martin Luther King Boulevard
Kissimmee, Florida 34741
Attention: Edwin Matos, Project Manager

Copy to: TOHOPEKALIGA WATER AUTHORITY
951 Martin Luther King Boulevard
Kissimmee, Florida 34741
Attention: General Counsel

Other notices may be delivered by email to the CFX Director of Construction or his designee and TWA's designated representative or designee.

10. **Defaults and Remedies.** Each of the Parties hereto shall give the other Party notice of any alleged default hereunder and shall allow the defaulting Party thirty days from the date of receipt to cure such default, provided; however, that if the default is not reasonably capable of being cured with commercially reasonable efforts within thirty days, the Party shall have such longer time to cure such default as may be reasonably necessary, not to exceed one hundred twenty days (“Cure Period”). In the event either of the Parties fails to cure such non-performance or breach within the Cure Period, the other Party, in its sole discretion, shall be entitled to (a) exercise the right of specific performance with respect to such non-performance or breach; (b) pursue all other rights and remedies available to said Party; or (c) terminate this Agreement and upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

11. **General Provisions.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon either Party unless such amendment is in writing and executed by TWA and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein. Whenever 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, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, 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. TWA and CFX do hereby agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at or prior to Closing. This Agreement shall be

interpreted under the laws of the State of Florida. TWA and CFX acknowledge that this Agreement was prepared after substantial negotiations between the Parties and this Agreement shall not be interpreted against either Party solely because such Party or its counsel drafted the Agreement. The Parties agree that venue for any legal action authorized hereunder shall be exclusively in the courts of Ninth Judicial Circuit of Florida. Unless otherwise specified herein, any references to “days” shall refer to calendar days.

12. **Effective Date.** The effective date of this Agreement shall be effective upon which the last of the Parties hereto executes this Agreement (**“Effective Date”**).

13. **Recording.** TWA shall cause this Agreement to be recorded in the Public Records of Osceola County, Florida.

14. **Waiver of Jury Trial.** TWA AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

15. **No Third-Party Benefits.** This Agreement is solely for the benefit of the Parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party that is not a party hereto.

16. **Survival of Provisions.** All representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to, or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to, or by reason of this Agreement.

17. **Severability.** If any court finds part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of the Agreement (a) if the rights and obligations of the Parties contained therein are not materially prejudiced and (b) if the intentions of the Parties can continue to be effective. To that end, this Agreement is declared severable.

18. **Sovereign Immunity.** Nothing herein is intended as a waiver of any Party's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the date set forth herein below.

[SIGNATURE PAGES TO FOLLOW]

“TWA”

TOHOPEKALIGA WATER AUTHORITY

By: _____
Print Name: _____
Its: _____

ATTEST:

Date: _____

By: _____
Print Name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, as _____ of the Tohopekaliga Water Authority, on behalf of the organization. She/he 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: _____

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

Signed, sealed, and delivered
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Signature

Print Name

Signature

Print Name

By: _____

Print Name:: _____

Title: _____

Date: _____

ATTEST: _____

Regla (“Mimi”) Lamaute
Recording Clerk

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 202__ 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 _____, 202__,
by _____, as Chairman of the Central Florida Expressway Authority, on behalf of
the organization. She/he 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: _____

LIST OF EXHIBITS

Exhibit “A” - TWA Property

Exhibit “B” - Legal Description of the Easement Area



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

August 18, 2020

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

DRAFT

RE: Agreement for Easement
Project 538-165
CFX Parcels Tract 1 and Tract 2

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:

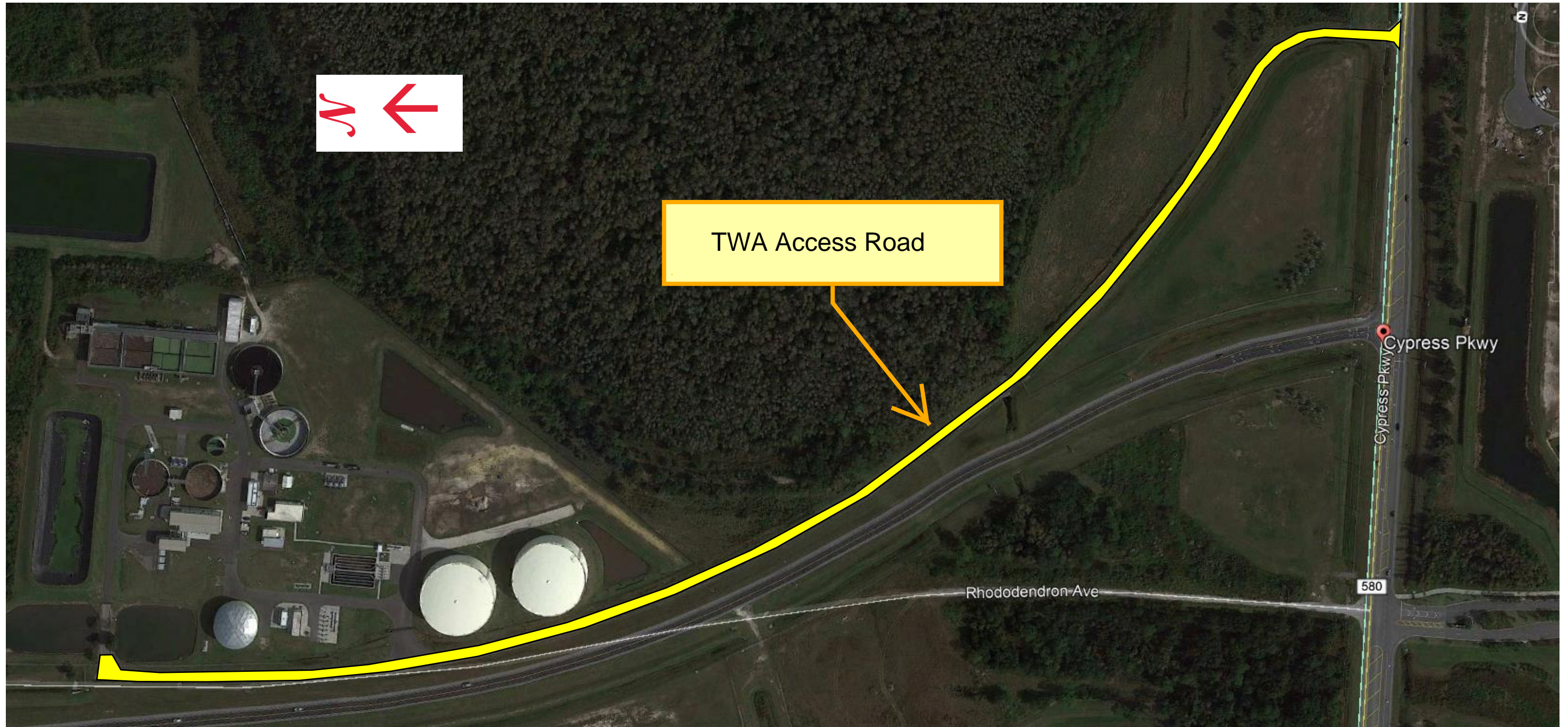
1. We have reviewed the limits of the access road along the right-of-way for the Poinciana Parkway described in Exhibit A, attached. The installation of the water lines has been completed at 538 interchange with Cypress Parkway. It was previously agreed upon in an Interlocal Agreement with the Tohopekaliga Water Authority (TWA) that an easement would be created for the access road. Additionally, the maintenance of the access road would be the responsibility of the TWA. In our opinion, based upon the foregoing, we certify that this easement would not (1) impede or restrict the operation of the Expressway System; (2) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the Expressway System; or (3) otherwise impair traffic operations or public safety.
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: Laura N Kelly, Esq. CFX (w/ enc.)



Disclaimer - This exhibit is for informational purposes and does not replace a survey