

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
BOARD MEETING
September 9, 2021
9:00 a.m.**

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

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to Section 286.0114, Florida Statutes and CFX Rule 1-1.011, the Board provides for an opportunity for public comment at the beginning of each regular meeting. The Public may address the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the matter is on the Board's agenda but excluding pending procurement issues. Public Comment speakers that are present and have submitted their completed Public Comment form to the Recording Secretary at least 5 minutes prior to the scheduled start of the meeting will be called to speak. Each speaker shall be limited to 3 minutes. Any member of the public may also submit written comments which, if received during regular business hours at least 48 hours in advance of the meeting, will be included as part of the record and distributed to the Board members in advance of the meeting.

C. APPROVAL OF AUGUST 12, 2021 BOARD MEETING MINUTES (action item)

D. APPROVAL OF CONSENT AGENDA (action item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **FLORIDA DEPARTMENT OF TRANSPORTATION'S WEKIVA PARKWAY CONSTRUCTION PROJECT UPDATE** – *Jared Perdue, District 5 Secretary, FDOT and John Tyler, District 5 Director of Transportation Operations, FDOT* (info item)
2. **ADVANCED RIGHT OF WAY ACQUISITION PROCEDURE** – *Diego "Woody" Rodriguez, General Counsel* (info item)

(CONTINUED ON PAGE 2)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

3. **FLORIDA TAX COLLECTOR ASSOCIATION PARTNERSHIP** – *Laura Kelley, Executive Director* (info item)
4. **STATE ROAD 414 EXPRESSWAY EXTENSION APPROVAL FOR PUBLIC HEARING**
Glenn Pressimone, Chief of Infrastructure and Sunsera Dalton, Project Manager, Jacobs Engineering Group Inc. (action item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they 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.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5316 or by email at Iranetta.Dennis@CFXway.com at least three (3) business days prior to the event.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodations to participate in this proceeding, then they should contact the Central Florida Expressway Authority at (407) 690-5000 no later than two (2) business days prior to the proceeding.

Please note that participants attending meetings held at the CFX Headquarters Building are subject to certain limitations and restrictions in order to adhere to the CDC guidelines and to ensure the safety and welfare of the public.

C.

APPROVAL OF
BOARD MEETING MINUTES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES BOARD MEETING August 12, 2021

Location: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Boardroom

A. CALL TO ORDER

The meeting was called to order at approximately 9:05 a.m. by Chairman Dyer.

Board Members Present:

Mayor Buddy Dyer, City of Orlando (Chairman)
Commissioner Sean Parks, Lake County (Vice Chairman)
Mayor Jerry Demings, Orange County (Treasurer)
Commissioner Brandon Arrington, Osceola County
Commissioner Curt Smith, Brevard County
Commissioner Lee Constantine, Seminole County
Jay Madara, Gubernatorial Appointment
Christopher "CJ" Maier, Gubernatorial Appointment
Rafael "Ralph" Martinez, Gubernatorial Appointment

Board Members Not Present:

Commissioner Victoria Siplin, Orange County

Staff Present at Dais:

Laura Kelley, Executive Director
Mimi Lamaute, Recording Secretary
Diego "Woody" Rodriguez, General Counsel

Non-Voting Advisor Not Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

B. PUBLIC COMMENT

- There were no public comments from the audience.
- There were no written public comments received by the deadline.

C. APPROVAL OF MEETING MINUTES

1. June 10, 2021 Meeting Minutes

A motion was made by Mr. Madara and seconded by Commissioner Constantine to approve the June 10, 2021 Board Meeting Minutes as presented. The motion carried unanimously with eight (8) board members in attendance voting AYE by voice vote. Mayor Demings and Commissioner Siplin were not present.

2. July 20, 2021 Meeting Minutes

A motion was made by Mr. Madara and seconded by Commissioner Constantine to approve the July 20, 2021 Board Meeting Minutes as presented. The motion carried unanimously with eight (8) board members in attendance voting AYE by voice vote. Mayor Demings and Commissioner Siplin were not present.

Mayor Demings arrived at this time, approximately 9:08 a.m.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:

Project 528-143	SEMA Construction, Inc.	\$ 44,636.78
Project 538-165	The Lane Construction Corp.	\$ 97,951.05
Project 429-169	Cathcart Construction Co.	\$ 15,082.00
Project 528-760A	Hubbard Construction	(\$ 25,073.25)
Project 599-421	BASE Construction	\$ 224,216.00
2. Approval of Contract Award to AE Engineering, Inc. for Construction Engineering and Inspection (CEI) Services for SR 429 Widening from Stoneybrook West Parkway (South) to Florida's Turnpike, Project No. 429-154, Contract No. 001698 (Agreement Value: \$6,478,000.00)

ENGINEERING

3. Approval of Supplemental Agreement No. 2 with The Balmoral Group, LLC for Design Consultant Services for SR 528 Widening from Narcoossee Road to SR 417, Project No. 528-160, Contract No. 001589 (Agreement Value: \$112,956.72)

4. Approval of Contract Award to WBQ Design & Engineering, Inc. for Design Consultant Services for SR 528 Widening from SR 417 to Innovation Way, Project No. 528-161, Contract No. 001697 (Agreement Value: not-to-exceed \$3,600,000.00)
5. Approval of Contract Award to Hubbard Construction Company for SR 417 Resurfacing from SR 408 to Canal E-4 Bridge, Project No. 417-761, Contract No. 001801 (Agreement Value: \$6,779,194.64)
6. Approval of Contract Award to Traffic Control Devices, Inc. for SR 408 Guide Sign and Lighting Replacements West Colonial Drive (SR 50) to Ingenuity Drive, Project No. 408-628B, Contract No. 001805 (Agreement Value: \$3,846,846.00)
7. Approval of Second Contract Renewal with CDM Smith, Inc. for Traffic and Earnings Consultant Services, Contract No. 001300 (Agreement Value: \$1,200,000.00)

FINANCE

8. Approval of Revised Debt Policy
9. Approval of Revised Interest Rate Risk Management Policy

INTERNAL AUDIT

10. Acceptance of Internal Audit Report:
 - a. Fiscal 2022 Internal Audit Plan and Risk Assessment

LEGAL

11. Approval of Joint Participation Agreement (Narcoossee Road at SR 417 Interchange) Between the City of Orlando and CFX, Project No. 417-150
12. Approval of Reimbursement Agreement with Florida Southeast Connection, LLC, Project No. 538-235 (Agreement Value: not-to-exceed \$750,000.00)
13. Approval of Reimbursement Agreement with Central Florida Pipeline, LLC, Project No. 538-235 (Agreement Value: not-to-exceed \$448,715.00)
14. Approval of First Amendment to Joint Participation Agreement Between Osceola County and CFX for the Shingle Creek Mainline and Poinciana Boulevard Ramp Toll Plazas, Project No. 599-902
15. Approval of Consortium Appraisal, Inc. and Donald W. McIntosh Associates, Inc. as Subconsultants to Shutts & Bowen LLP for Right-of-Way Services, Contract No. 001431
16. Approval of Landon, Moree & Associates, Inc. and Consortium Appraisal, Inc. as Subconsultants to Lowndes, Drosdick, Doster, Kantor & Reed, P.A. for Right-of-Way Services, Contract No. 001792

17. Approval of Cooperative Purchase Agreement with Durrance & Associates, P.A. for Appraisal Services, Contract No. 001825 (Agreement Value: not-to-exceed \$150,000.00)

MAINTENANCE

18. Approval of Supplemental Agreement No. 6 with Traffic Engineering and Management, LLC d/b/a Control Specialists for Traffic Signal Maintenance Services, Contract No. 001322 (Agreement Value: not-to-exceed \$150,000.00)
19. Approval of First Contract Renewal with Aero Groundtek, LLC for Landscape Maintenance Services for SR 408, SR 417 and CFX's Headquarters, Contract No. 001680 (Agreement Value: \$1,750,000.00)
20. Approval of Contract Award to Arazoza Brothers Corporation for SR 408 Landscaping from SR 417 to Alafaya Trail, Project No. 408-830, Contract No. 001804 (Agreement Value: \$1,998,647.90)

PUBLIC OUTREACH

21. Approval of Second Contract Renewal with Quest Corporation of America, Inc. (QCA) for Public Information Services, Contract No. 001298 (Agreement Value: \$875,721.48)

RISK MANAGEMENT

22. Approval of Insurance Policy with Florida Municipal Insurance Trust (FMIT) (Agreement Value: not-to-exceed \$235,000.00)

TECHNOLOGY/TOLL OPERATIONS

23. Approval of First Agreement Renewal with Law Enforcement Systems, LLC for Out of State Division of Motor Vehicles (DMV) Lookups, Contract No. 001410 (Agreement Value: \$400,000.00)

Mr. Christopher "CJ" Maier requested that Item #12 be pulled for separate consideration. Mr. Maier will abstain from voting on this item due to a conflict of interest with Florida Southeast Connection, LLC (Form 8B, Memorandum of Voting Conflict Form is attached as **Exhibit "A"**).

A motion was made by Commissioner Arrington and seconded by Mr. Martinez to approve the Consent Agenda except for item #12. The motion carried unanimously with nine (9) members present voting AYE by voice vote. Commissioner Siplin was not present.

A motion was made by Commissioner Arrington and seconded by Commissioner Parks to approve Consent Agenda Item #12. The motion carried unanimously with eight (8) members present voting AYE by voice vote. Mr. Maier abstained from voting. Commissioner Siplin was not present.

E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Dyer commented on the following:

- CFX will host the Florida Automated Vehicle Summit planned for November 29th through December 1st at the Rosen Shingle Creek. Additional information is available on the FAVSummit website; and
- He provided an overview of the upcoming agenda items for today's Board meeting.

2. TREASURER'S REPORT

Mayor Demings reported that as of the end of June, CFX's toll revenue year-to-date was \$501,970,766, which is 17.0% over budget and 13% over prior year.

Total Operations, Maintenance and Administration expenses were \$88,125,481 which is 9.8% under budget.

After debt service, the total net revenue available for projects for the year was \$217 million.

Mayor Demings noted that due to year-end accruals these were not final numbers.

3. EXECUTIVE DIRECTOR'S REPORT

Ms. Kelley provided the Executive Director's Report in written form.

In addition, Ms. Kelley expanded on the following:

- Ms. Kelley asked General Counsel, Woody Rodriguez, to elaborate on his Legal Opinion titled Use of Right-of-Way for High-Speed Rail, provided to the Board and attached as **Exhibit "B"**;
- CFX closed on bond refunding last month. Ms. Lisa Lumbard, Chief Financial Officer, provided a brief report on the results;
- Electric Vehicle Charging stations have been installed at the CFX Headquarters parking lot.
- CFX serves on the ASPIRE Executive Board and co-chairs the ASPIRE Policy Committee. The Committee is meeting with policy makers and members of Congress to underscore the importance of including commercial allowances for charging vehicles in motion along the highways and CFX wants to make sure that it is addressed in the federal infrastructure bill;
- The E-PASS walk-in center was relocated to a more centralized location at 525 S. Magnolia Avenue;
- The labor markets are currently struggling, and this has affected CFX's customer call center. Mr. Jim Greer, Chief of Technology/Operations, elaborated on the service tools that are being used to assist customers, such as the mobile app, Interactive Voice Response, Website and Virtual Hold Feature.

- CFX is in the mist of updating its 2045 Master Plan and there will be a series of workshops this winter to discuss emerging challenges and technologies. It is in the spirit of acknowledging our past that we may lay the groundwork for a brighter future. Ms. Mimi Lamaute, Board Services Coordinator/Recording Secretary, shared a story about the agency's history.

F. REGULAR AGENDA ITEMS

1. RULES OF PROCEDURE FOR BOARD MEETINGS

Mr. Diego "Woody" Rodriguez, General Counsel, detailed the current CFX Rules of Procedure for Board Meetings ("Rules of Procedure.") He also detailed the requested proposed revisions to the Rules of Procedure.

The board members asked questions which were answered by Mr. Rodriguez.

A motion was made by Mr. Maier and seconded by Mr. Madara to adopt the Central Florida Expressway Authority's Rules of Procedure for Board Meetings as amended. The motion carried unanimously with nine (9) board members in attendance voting AYE by voice vote. Commissioner Siplin was not present.

2. INVESTMENT POLICY

Ms. Lisa Lombard, Chief Financial Officer, detailed the purpose, scope, investment objectives, authorized investments and portfolio composition encompassed in CFX's Investment Policy. Mr. Scott Sweeten, Senior Managing Consultant for PFM Asset Management, LLC explained the authorized investments and portfolio composition.

Ms. Lombard provided a snapshot of CFX's asset allocation as of June 30, 2021.

The board members asked questions which were answered by Mr. Sweeten.

A motion was made by Mr. Madara and seconded by Mr. Martinez to adopt the Central Florida Expressway Authority's Investment Policy as presented. The motion carried unanimously with nine (9) board members in attendance voting AYE by voice vote. Commissioner Siplin was not present.

3. SR 417 WIDENING FROM BOGGY CREEK ROAD TO NARCOOSSEE ROAD

Mr. Will Hawthorne, Director of Engineering, explained the SR 417 widening from Boggy Creek Road to Narcoossee Road project highlights, project timeline and bids received.

A motion was made by Commissioner Constantine and seconded by Commissioner Parks for approval to award of the contract to Ranger Construction Industries, Inc. for the SR 417 Widening from Boggy Creek Road to Narcoossee Road in the amount of \$61,810,653.72. The motion carried unanimously with nine (9) board members in attendance voting AYE by voice vote. Commissioner Siplin was not present.

4. PART-TIME SHOULDER USE PROJECTS

Mr. Will Hawthorne, Director of Engineering, and Bryan Homayouni, Manager of Traffic Operations, detailed how the Part-Time Shoulder Use Projects ("PTSU") have taken shape and how it will be implemented. Mr. Hawthorne stated that the PTSU system will be deployed at the conclusion of each corridor widening on segments of the SR 417 and SR 429 roadways.

Mr. Homayouni explained the existing locations of current PTSU deployments by other agencies, the standards of the project, types of PTSUs and CFX's PTSU design concept. He described the driver experience/incident management, behind-the-scenes efforts, coordination partnerships and next steps.

The board members asked questions which were answered by Mr. Hawthorne and Mr. Homayouni.

(This item was presented for information only. No Board action was taken.)

5. CONSTRUCTION UPDATE

Mr. Jack Burch, Resident Engineer, provided an update on completed, active and upcoming construction projects, including resurfacing and widening projects.

(This item was presented for information only. No Board action was taken.)

G. BOARD MEMBER COMMENT

There were no board member comments.

H. ADJOURNMENT

Chairman Dyer adjourned the meeting at approximately 10:07 a.m.

Mayor Buddy Dyer
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2021.

Pursuant to the Florida Public Records Law and the CFX Records & Information Management Program Policy, audiotapes 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, FL 32807. Additionally, videotapes of Board meetings are available at the CFX website, www.CFXway.com.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS			
LAST NAME—FIRST NAME—MIDDLE NAME Maier, Christopher (C.J.)		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Central Florida Expressway Authority	
MAILING ADDRESS 1106 Wald Road		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Orlando	COUNTY Orange	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED August 12, 2021		MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Christopher (C.J.) Maier, hereby disclose that on August 12, 20 21 :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____ ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of Florida Southeast Connection, LLC, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Item #12 on the consent agenda is a Reimbursement Agreement with Florida Southeast Connection, LLC for Project No. 528-235 with an agreed upon not-to-exceed value of \$750,000 for the relocation of certain utilities. Because my employer, NextEra Energy, Inc. is the parent company of Florida Southeast Connection, LLC I am abstaining from voting on this measure.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

8/12/21


Signature



NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members
CC: Laura Kelley, Executive Director
FROM:  Diego "Woody" Rodriguez, General Counsel
DATE: August 12, 2021
RE: Use of Right-of-Way for High-Speed Rail

BACKGROUND

In the early 90's, the Orlando/Orange County Expressway Authority (CFX's predecessor and hereinafter referred to as "CFX") began the process of acquiring the necessary right-of-way to construct State Road 417.

In October 1992, one of the larger parcels acquired was from American Newland Associates, et al (hereinafter referred to as the "Defendants"). The acquisition was accomplished without the need for a jury trial to determine the valuation of the parcels as the parties voluntarily entered into a Joint Stipulation for Entry of Final Judgment Parcels 45-101, 45-202, 45-706 and 45-806 and Settlement Agreement for the Inverse Claim by the Defendant Arising from the Right-of-Way Reservation Map (hereinafter referred to as the "Joint Settlement Agreement"). The Joint Settlement Agreement was submitted to the circuit court and was approved on October 19, 1992. As is typical it did not resolve the issue of attorney's fees or costs incurred by the Defendants which are compensable, but it did specifically address the issue of a potential rail system in paragraph 4 of the Joint Settlement Agreement as follows:

"Should the Authority, or any successor in title thereto, at some future time permit the use of all or part of the right-of-way taken herein for non-roadway forms of transportation, such as magnetic levitation trains, high speed rail systems, or any other use not contemplated by the plans in evidence in this cause, Owner, for itself an any successors in title, reserves and shall have the right to seek additional compensation for the additional damages imposed on its remaining lands as a consequence thereof." (emphasis added)

LEGAL ANALYSIS

First, it should be noted that the Joint Settlement Agreement did not call for a prohibition of any future "non-roadway forms of transportation." Nor did it deem such uses to be illegal or forbidden. Instead, the language of the Joint Settlement Agreement provides that the Defendants (or their successors in title) reserve the right to *seek* additional compensation in the future should a rail system be implemented on the property. That additional compensation is not guaranteed and

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certainly the determination on the amount compensation and which successors are entitled to seek such compensation are most likely issues for a future court to decide.

Subsequent to the court's acceptance of the Joint Settlement Agreement, the circuit court heard testimony from both sides in order to determine the amount of attorney's fees and expert costs it was to award in the case. In determining the amount of attorney's fees, there is a statutory formula that calculates the fees based on the monetary benefits obtained for the defendants. The court, however, can also award additional attorney's fees for any "non-monetary" benefits obtained by counsel.

On January 22, 1993, the Judge entered an Order Taxing Reasonable Attorney's Fees and Costs and finding that additional "non-monetary" benefits were obtained. One of those non-monetary benefits was paraphrased by the Court in paragraph 3.B. as "The securing of a binding agreement from the Expressway Authority not to permit the operation of a high-speed rail or other non-roadway use within its right-of-way." At the July 20th CFX Board Meeting a member of the public stated that this provision should be interpreted to mean that CFX was prohibited from using any portion of the parcels acquired for high-speed rail.

However, the "binding commitment" referenced in the Court's Order for Attorneys' Fees does not supplant or replace the mutually agreed upon language contained in the Joint Settlement Agreement. That language specifically spells out that if at some future time CFX were to use the parcels as a high-speed rail, the owners reserved the right to seek additional compensation. The Joint Settlement Agreement unequivocally contemplates this as a potential use and does not otherwise include a prohibition on the use of the parcels in this manner.

CONCLUSION

After reviewing the pertinent legal documents, my legal opinion is that the CFX right-of-way acquired may be used for high-speed rail but, there may need to be compensation to the Defendants, or their successors in title. Subsequent to that July 20th Board meeting, I have also conferred with our outside counsel, Nelson Mullins, who has reviewed this matter independently and come to the same conclusion that no prohibition on the use of the CFX property for high-speed rail exists, but that compensation may subsequently be awarded.

DWR/mi

D.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA September 9, 2021

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:
Project 599-537 United Signs & Signals, Inc. (\$ 434,431.64)
Project 599-421 BASE Construction \$ 108,867.00
2. Approval of Final Ranking and Authorization for Negotiations for Construction Engineering and Inspection Services for SR 429 Widening from West Road to SR 414, Project No. 429-153, Contract No. 001809
3. Approval of Contract Award to Preferred Materials, Inc. for SR 408 Resurfacing from Yucatan Drive to West of SR 417, Project No. 408-763, Contract No. 001808 (Agreement Value: \$7,056,075.11)

ENGINEERING

4. Approval of Supplemental Agreement No. 6 with Moffatt & Nichol, Inc. for Design Consultant Services for SR 429 Widening from West Road to SR 414 – Post Design Services, Project No. 429-153, Contract No. 001396 (Agreement Value: \$1,027,130.94)
5. Approval of Supplemental Agreement No. 3 with The Balmoral Group, LLC for Design Consultant Services for SR 528 Widening from Narcoossee Road to SR 417 – Post Design Services, Project No. 528-160, Contract No. 001589 (Agreement Value: \$103,018.75)
6. Approval of Master Services Agreement with Utah State University (USU) for Specialized Research Services to Support ASPIRE, Project No. 516-237, Contract No. 001827 (Agreement Value: \$2,250,000.00)
7. Approval of Interlocal Agreement Between CFX and the City of Ocoee, Florida (SR 429 Improvements at Franklin/Plant Street), Project No. 429-152
8. Approval of Utility Engineering Agreement with Duke Energy Florida, LLC, Project No. 538-235

LEGAL

9. Approval of Third Contract Renewal with Hopping Green & Sams, P.A. for Legal Counsel Services Contract No. 001460 (Agreement Value: \$0)
10. Approval of Right-of-Way Transfer and Continuing Maintenance Agreement Between CFX and Orange County, Florida (Wekiva Parkway), Project Numbers 429-202, 429-203, 429-204, 429-205, Portions of Parcels 132 Part C, 134 Part C, 156 Partial, 157 Partial, 158 Partial, 169 Part B, 869, 170, 185 Part B, 186 Part B, 188 Part B, 207 Partial, 228, 229, 230, 233, 250 Part B, 252 Part B, 258 Partial, 259 Partial, 260 Partial, 261 Partial, 262 Partial, 264 Partial, 265 Partial, 266 Partial, 275 Partial, and 291 Partial

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

11. Approval of Right-of-Way Transfer and Continuing Maintenance Agreement Between CFX and Orange County, Florida (Clarcona-Ocoee Road/West Road), Project Number 429-603, Parcels 62-100, 62-150 Part A and B, 62-850, 62-161 Partial 2, 62-171 Part A, 62-172 Part B, 62-174 Part A and B, 62-175, and 62-176
12. Approval of Amended and Restated Railroad Reimbursement Agreement Grade Separation, and Right of Way Utilization Agreement Between CFX, Orlando Utilities Commission, and the City of Orlando, Project No. 417-150
13. Approval of Bill of Sale Between CFX and the City of Apopka, Florida (CR 437A at SR 429), Project No. 429-200A

PUBLIC OUTREACH

14. Approval of Second Contract Renewal with Day Communications, Inc. for Public Outreach Education and Communications Consultant Services, Contract No. 001299 (Agreement Value: \$1,450,000.00)

RISK MANAGEMENT

15. Approval of Cyber Insurance Policy with Homeland Insurance Company (Agreement Value: not-to-exceed \$80,000.00)

TECHNOLOGY/TOLL OPERATIONS

16. Approval of Purchase Order to SHI International Corp. for Microsoft Office 365 and Microsoft Dynamics Licenses (Agreement Value: \$730,711.71)
17. Approval of Purchase Order to Oracle America, Inc. for Database Software Licenses Update and Support (Agreement Value: \$118,408.79)
18. Approval of Space/Use Agreement with Greater Orlando Aviation Authority for Office Space Rental for Visitor Toll Pass, Contract No. 001831 (Agreement Value: \$60,132.50)
19. Approval of Second Contract Renewal with 4 Corner Resources, LLC for Information Technology Staffing Services, Contract No. 001347 (Agreement Value: \$650,000.00)
20. Approval of First Contract Renewal with inContact, Inc. for Contact Center as a Service Platform Contract No. 001665 (Agreement Value: \$600,000.00)

TRAFFIC OPERATIONS

21. Approval of Second Contract Renewal with Ace Transportation Systems, LLC d/b/a Ace Wrecker Service, LLC for Rapid Incident Scene Clearance (RISC) Services, Contract No. 001346 (Agreement Value: \$10,000.00)
22. Approval of Second Contract Renewal with Johnson's Wrecker Service, Inc. for Rapid Incident Scene Clearance (RISC) Services, Contract No. 001383 (Agreement Value: \$10,000.00)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

23. Approval of Purchase Order to Temple, Inc. for SpeedLane Pro Sensors for the Traffic Monitoring Station Replacement Project, Project No. 599-564 (Agreement Value: \$496,350.00)

The following items are for information only:

- A. The following is a list of advertisement(s) from August 15, 2021 through September 5, 2021:
1. 599-542: RuggedCom RSG 2300 Field Ethernet Switch Equipment
 2. 599-759: South Access Road Slope Repair – Construction

The following items are for information only and are subject to change:

- B. The following is a list of anticipated advertisements (3-4 month look ahead)
1. 408-128A: SR 408 Dynamic Messaging Signs and ITS Improvements
 2. 408-167: SR 408 Lighting Replacements (LAMS System) I-4 to SR 417 – Construction
 3. 408-831: SR 408/SR 417 Interchange Landscape
 4. 414-640: SR 414 Guide Sign Replacement – Construction
 5. 429-153: SR 429 Widening West Road to SR 414 - Construction
 6. 429-154: SR 429 Widening between CR 535 and Florida's Turnpike – Construction
 7. 429-427: Independence Mainline Photovoltaics Deployment – Design/Build
 8. 528-160: SR 528 Widening From Narcoossee Road to SR 417 – Construction
 9. 528-163: SR 528 and SR 520 Interchange Lighting – Construction
 10. 528-172: SR 528 West Mainline Toll Gantries – Design
 11. 528-757: SR 528 Farm Access 1 Bridge Removal – Construction
 12. 538-234: Poinciana Parkway Extension from US 17/92 to Ronald Reagan Parkway – CEI Services
 13. 538-235: Poinciana Parkway Extension from CR 532 to US 17/92 – CEI Services
 14. 599-416A: McCoy Road Facility Water Line Installation
 15. 599-416B: McCoy Road Facility Sewer Line Installation
 16. 599-545B: Dynamic Messaging Signs Replacement Phase II - Construction
 17. 599-765: Systemwide Toll Plaza Facia and Roof Replacements - Construction
 18. SR 414, 429,451 and 453 - Roadway and Bridge Asset Maintenance
 19. Miscellaneous SSBE Design Consultants (Select 2 Firms) – Design
 20. Miscellaneous SSBE Planning Consultant - Design
 21. Advocacy Services
 22. Disclosure Counsel Services
 23. Bond Counsel Services
 24. External Auditing Services


CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

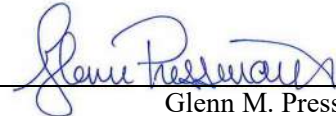
DATE: August 17, 2021

SUBJECT: Construction Contract Modifications

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

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) September 2021	Total Amount (\$) to Date*	Time Increase or Decrease
599-537	United Signs & Signals, Inc.	Supplemental Data Collection Sensors & CCTV Deployment	\$ 6,414,469.00	\$ 223,157.50	\$ (434,431.64)	\$ 6,203,194.86	0
599-421	BASE Construction	CFX Magnolia Ave. E-Pass Service Center Renovations	\$ 1,466,527.00	\$ 224,216.00	\$ 108,867.00	\$ 1,799,610.00	0
TOTAL					\$	(325,564.64)	

* Includes Requested Amount for this current month.

Reviewed By: 

Glenn M. Pressimone, P.E., Chief of Infrastructure

Project 599-537: Supplemental Data Collection Sensors & CCTV Deployment
United Signs & Signals, Inc.
SA 599-537-0921-03

Adjustments to Final Quantities for Completed Contract Items

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

INCREASE THE FOLLOWING ITEMS:

Fiber Optic Cable, 72 SM Fiber, F&I	\$	3,465.28
Pull Box, F&I	\$	5,862.40
Conduit, 3-1" HDPE, Trench or Plow, F&I	\$	7,226.99
Conduit, 9-1" HDPE, Trench or Plow, F&I	\$	2,451.46
Conduit, 1-2" PVC, Trench or Plow, F&I	\$	30,410.34
Conduit, 1-2" RGS, Above Ground, F&I	\$	9,635.94
Tubular Route Marker, Power	\$	163.20
Radio Detection Side Leg Terminator, SLT, 444-352, F&I	\$	1,445.79
Electrical Conductors, Insulated, #1, F&I	\$	20,268.25
Composite Cable, Remove	\$	8.20
DCS, Composite Cable, F&I	\$	223.50
Gigabit Ethernet Field Switch, F&I	\$	4,927.40
Ethernet Media Converter, F&I	\$	2,518.76
Fiber Optic Patch Panel, 12 Port, F&I	\$	2,915.36
Cut-To-Length Fiber Optic Jumper, F&I	\$	278.46
Uninterruptible Power Supply, F&I	\$	2,539.85
Remote Power Manager/Environmental Sensor, F&I	\$	982.30
	\$	<u>95,323.48</u>

DECREASE THE FOLLOWING ITEMS:

Training for CCTV System & Camera Lowering Device	\$	(2,108.00)
Training for Systems Auxiliaries	\$	(1,592.00)
Fiber Optic Cable Inventory	\$	(327.23)
Fiber Optic Cable, 12 SM Fiber, F&I	\$	(23,072.36)
Fiber Optic Cable, Existing, Remove	\$	(12,553.92)
Fiber Optic Splice Enclosure, 72 Splice, F&I	\$	(12,940.50)
Fiber Optic Fusion Splice	\$	(33,458.04)
Existing Fiber Optic Splice Enclosure Re-Entry	\$	(3,332.00)
Conduit, 2-1" HDPE, Trench or Plow, F&I	\$	(176.50)
Conduit, 3-1" HDPE, Directional Bore, F&I	\$	(1,919.22)
Conduit, 8-1" HDPE, Trench or Plow, F&I	\$	(28,262.50)
Conduit, 3-1" HDPE & 1-2" PVC, Directional Bore, F&I	\$	(33,731.34)
Conduit, 1-2" PVC, Directional Bore, F&I	\$	(52,002.00)
Conduit, 2-2" PVC, Bridge Mounted, F&I	\$	(448.95)
Conduit, 2-2" RGS, Above Ground, F&I	\$	(7,216.80)
Conduit, 3-2" RGS, Above Ground, F&I	\$	(9,606.00)
Conduit, 2-1" PVC Split Duct & 6-1" HDPE, Trench or Plow, Repair 1' - 10' Section	\$	(3,963.00)
Conduit, 2-1" PVC Split Duct & 6-1" HDPE, Trench or Plow, Repair 11' - 20' Section	\$	(4,014.70)
Conduit, 3-1" PVC Split Duct & 6-1" HDPE, Trench Under Asphalt, Repair 1' - 10' Section	\$	(7,210.98)
Conduit, 6" HDPE Outer Duct w/ 3-1" HDPE, Directional Bore, F&I	\$	(5,504.58)
Conduit, 6" HDPE Outer Duct w/ 8-1" HDPE, Directional Bore, F&I	\$	(35,408.80)
Conduit, 6" HDPE Outer Duct w/ 9-1" HDPE, Directional Bore, F&I	\$	(49,142.66)
Conduit, 6" HDPE Outer Duct w/ 3-1" HDPE & 1-2" PVC, Directional Bore, F&I	\$	(7,712.77)
Conduit, 6" HDPE Outer Duct w/ 1-2" PVC, Directional Bore, F&I	\$	(2,465.40)
Tubular Route Marker, Fiber	\$	(652.72)
Tubular Route Marker Sticker, Fiber, Replace	\$	(23,990.00)
Tubular Route Marker Sticker, Power, Replace	\$	(23,990.00)

Radio Detection Side Leg Terminator, SLT, 445, F&I	\$ (1,193.12)
Tone Wire, Under Ground, In Conduit, F&I	\$ (51,383.70)
Electrical Conductors, Insulated, #2, F&I	\$ (438.91)
Electrical Conductors, Insulated, #4, F&I	\$ (9,306.43)
Electrical Conductors, Insulated, #6, F&I	\$ (2,444.73)
TMS, Composite Cable, F&I	\$ (44.40)
ITS Device Cabinet, Remove, All Types	\$ (651.00)
Dispute Review Board Allowance	\$ (5,000.00)
Work Order Allowance	\$ (72,489.86)
	\$ (529,755.12)

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ (434,431.64)

TOTAL AMOUNT FOR PROJECT 599-537 **\$ (434,431.64)**

**PROJECT 599-421: CFX MAGNOLIA AVENUE E-PASS SERVICE CENTER RENOVATION
BASE CONSTRUCTION INC.
SA 599-421-0921-02**

Renovation of Existing Building Space for the Toll Facilities Operation and Management Contractor

This provides for final renovation build-out costs to accomodate the Toll Facilities Operation and Management contractor to relocate to CFX's 525 S. Magnolia office.

ADD THE FOLLOWING ITEM:

<u>Renovation of Existing Building Space</u>	\$	108,867.00
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<u>TOTAL AMOUNT FOR PROJECT 599-421</u>	\$	<u>108,867.00</u>
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CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: August 20, 2021

SUBJECT: Approval of Final Ranking and Authorization for Negotiations for
Construction Engineering and Inspection Services for SR 429 Widening From
West Road to SR 414
Project No. 429-153, Contract No. 001809

Letters of Interest for the above referenced project was advertised on June 27, 2021. Five (5) responses were received by the July 15, 2021 deadline. Those firms were Johnson, Mirmiran & Thompson, Inc., The Corradino Group, Inc., RS&H, Inc., WSP USA, Inc. and GAI Consultants, Inc.

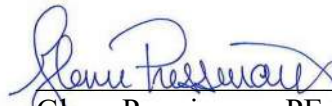
The Evaluation Committee, after reviewing the Letters of Interest, met on July 22, 2021 and shortlisted Johnson, Mirmiran & Thompson, Inc., The Corradino Group, Inc., and RS&H, Inc.

The Technical Committee, after reviewing the technical proposals, heard presentations and prepared it's final ranking on August 20, 2021. The result is shown below:

Ranking	Firm
1	Johnson, Mirmiran & Thompson, Inc.
2	RS&H, Inc.
3	The Corradino Group, Inc.

Board approval of the final ranking and authorization to enter into negotiations in ranked order is requested. Once negotiations are completed, approval of the contract will be requested.

Reviewed by: 
Ben Dreiling, PE
Director of Construction


Glenn Pressimone, PE

LOI-001809 Technical Review Committee Meeting August 20, 2021 Minutes

Technical Review Committee for **CEI Services for SR 429 Widening from West Road to SR 414, Project No. 429-153, Contract No. 001809**, held a duly noticed meeting on Friday, August 20, 2021 at 9:00 a.m. in the Pelican Conference Room at the CFX Administration Bldg., Orlando, Florida.

Committee Members Present:

Will Hawthorne, Director of Engineering
Ben Dreiling, Director of Construction
Jack Burch, Resident Engineer/Project Manager
Dana Chester, Manager of Engineering
Kim Murphy, Project Administrator

Other Attendees:

Aneth Williams, Director of Procurement
Brad Osterhaus, Senior Procurement/Q/C Administrator

Presentations / Q and A:

Brad began each interview with a brief overview of the process and made introduction of the firms and the Technical Review Committee. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

The Corradino Group, Inc.	09:00 – 09:40 a.m.
Johnson, Mirmiran & Thompson, Inc.	09:50 – 10:30 a.m.
RS&H, Inc.	10:40 – 11:20 a.m.

Evaluation Portion:

The evaluation portion of the meeting is open to the public in accordance with Florida Statutes. The committee members individually scored the proposers and submitted them to Aneth for tallying. The score sheets were tallied by utilizing the rankings assigned by each Committee member based on the raw scores each Proposer received. Below are the results:

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Johnson, Mirmiran & Thompson, Inc.	7	1
RS&H, Inc.	11	2
The Corradino Group, Inc.	12	3

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. Jack Burch reviewed and approved the minutes on behalf of the Committee.

There being no other business to come before the Committee; the meeting was adjourned at 11:40 a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Friday, August 20, 2021 and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: 
Aneth Williams

Approved by: 
Jack Burch

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

**CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR
SR 429 WIDENING FROM WEST RD. TO SR 414
PROJECT NO. 429-153
CONTRACT NO. 001809**

CONSULTANT	JACK BURCH	BEN DREILING	WILL HAWTHORNE	DANA CHESTER	KIM MURPHY	TOTAL SCORE	RANKING
	(RANK)	(RANK)	(RANK)	(RANK)	(RANK)		
THE CORRADINO GROUP, INC.	3	3	3	2	1	12	3
JOHNSON, MIRMIRAN & THOMPSON, INC.	1	2	1	1	2	7	1
RS&H, INC.	2	1	2	3	3	11	2

EVALUATION COMMITTEE MEMBERS:

JACK BURCH

Friday, August 20, 2021

BEN DREILING

Friday, August 20, 2021

WILL HAWTHORNE

Friday, August 20, 2021

DANA CHESTER

Friday, August 20, 2021

KIM MURPHY


Friday, August 20, 2021

**CONSENT AGENDA ITEM
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: August 17, 2021

SUBJECT: Approval of Contract Award to Preferred Materials, Inc.
for SR 408 Resurfacing from Yucatan Drive to West of SR 417
Project No. 408-763, Contract No. 001808

An Invitation to Bid for the above referenced project was advertised on June 27, 2021. Five (5) responses were received by the August 4, 2021 deadline.

Bid results were as follows:

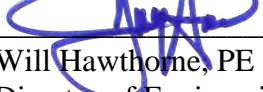
<u>Bidder</u>	<u>Bid Amount</u>
1. Preferred Materials, Inc.	\$ 7,056,075.11
2. Ranger Construction Industries, Inc.	\$ 7,137,344.91
3. Hubbard Construction Company	\$ 7,844,485.21
4. Masci General Contractor, Inc.	\$ 9,509,600.05
5. The Middlesex Corporation	\$10,165,724.30

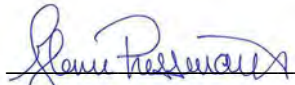
The engineer's estimate for this project is \$8,352,072.57. Included in the Five-Year Work Plan is \$7,143,000.00.

The work to be performed includes providing all labor, materials, equipment, and incidentals necessary to mill and resurface SR 408 from Yucatan Drive to West of SR 417.

Board award of the contract to Preferred Materials, Inc. in the amount of \$7,056,075.11 is requested.

This contract is included in the Five-Year Work Plan.

Reviewed by: 
Will Hawthorne, PE
Director of Engineering


Glenn Pressimone, PE

CONTRACT



AND

PREFERRED MATERIALS, INC.

**SR 408 RESURFACING FROM YUCATAN DRIVE
TO WEST OF SR 417**

PROJECT NO. 408-763, CONTRACT NO. 001808

CONTRACT DATE: SEPTEMBER 09, 2021

CONTRACT AMOUNT: \$7,056,075.11

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL
SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL
PROVISIONS, ADDENDA, PROPOSAL, PUBLIC CONSTRUCTION
BOND AND FORMS**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS,
TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, ADDENDA, PROPOSAL,
PUBLIC CONSTRUCTION BOND AND FORMS**

FOR

**SR 408 RESURFACING FROM YUCATAN DRIVE
TO WEST OF SR 417**

PROJECT NO. 408-763, CONTRACT NO. 001808

SEPTEMBER 2021

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-2
	Memorandum of Agreement	1 to 10
GS	GENERAL SPECIFICATIONS	1 – 129
	Attachment A	ATT-1 to ATT-9
	(See General Specifications Table of Contents for listing of individual specifications sections.)	
TS	TECHNICAL SPECIFICATIONS	TS-1 to TS-14
	(See Technical Specifications Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-26
	(See Special Provisions Table of Contents for listing of each special provision.)	
	Addendum No. 1	Addendum No. 2
P	PROPOSAL	P-1 to P-12
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4
Plans		

CONTRACT

This Contract No. 001808 (the "Contract"), made this 9th day of September 2021, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Preferred Materials, Inc., of 1806 33rd Street, Suite 150, Orlando, FL 32839, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 408-763, SR 408 Resurfacing from Yucatan drive to West of SR 417, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 230 calendar days. The Contract Amount is \$7,056,075.11. This Contract was awarded by the Governing Board of CFX at its meeting on September 9, 2021.

The Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name

DATE: _____

PREFERRED MATERIALS, INC.

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

Diego "Woody" Rodriguez
Print Name

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 1 - Abbreviations and Definitions	1
1.1 General	1
1.2 Abbreviations	1
1.3 Definitions	2
Section 2 - Scope of Work	11
2.1 Intent of Contract	11
2.2 Work Not Covered by the General Specifications	11
2.3 Alteration of Plans	11
2.3.1 General	
2.3.2 Increase, Decrease or Alteration in the Work	
2.3.3 Connections to Existing Pavements, Drives, and Walks	
2.3.4 Differing Site Conditions	
2.3.5 Changes Affecting Utilities	
2.3.6 Cost Savings Initiative Proposal	
2.4 Claims by Contractor	24
2.4.1 General	
2.4.2 Notice of Claim	
2.4.3 Content of Written Claim	
2.4.4 Action on Claim	
2.4.5 Compensation for Extra Work or Delay	
2.4.6 Mandatory Claim Records	
2.4.7 Claims for Acceleration	
2.4.8 Certificate of Claim	
2.4.9 Non-Recoverable Items	
2.4.10 Exclusive Remedies	
2.4.11 Settlement Discussions	
2.4.12 Personal Liability of Public Officials	
2.4.13 Auditing of Claims	
2.5 Unforeseeable Work	31
2.6 Right To and Use of Materials Found at the Site of the Work	31
2.6.1 Ownership and Disposal of Existing Materials	
2.6.2 Ornamental Trees and Shrubs	
2.7 Restoration of Right of Way	32

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
Section 3 - Control of Work	34
3.1 Plans and Working Drawings	34
3.1.1 Plans and Contract Documents	
3.1.2 CFX Plans	
3.1.3 Alterations in the Plans	
3.1.4 Shop Drawings	
3.2 Coordination of Plans and Specifications	37
3.3 Conformity of Work with Plans	38
3.3.1 Record Drawings	
3.4 Pre-Award Meeting	39
3.5 Orders and Instructions	40
3.5.1 Observation of the Work	
3.5.2 Examination of the Work	
3.5.3 Communications	
3.6 Engineering and Layout	42
3.6.1 Control Points Furnished by CFX	
3.6.2 Furnishing of Stake Material	
3.6.3 Layout of Work	
3.6.4 Specific Staking Requirements	
3.6.5 Personnel, Equipment, and Record Requirements	
3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan	
3.6.7 Payment	
3.7 Contractor's Supervision	45
3.7.1 Prosecution of Work	
3.7.2 Contractor's Superintendent	
3.7.3 Supervision for Emergencies	
3.7.4 Worksite Traffic Supervisor	
3.8 General Inspection Requirements	47
3.8.1 Cooperation by Contractor	
3.8.2 Failure of CFX to Reject Work During Construction	
3.8.3 Failure to Remove and Renew Defective Materials and Work	
3.9 Final Inspection and Acceptance	48
3.9.1 Maintenance Until Final Acceptance	
3.9.2 Inspection for Substantial Completion	
3.9.3 Final Inspection	
3.9.4 Final Acceptance	
3.9.5 Recovery Rights Subsequent to Final Payment	
3.10 Audit and Examination of Contract Records and Bid Records	49

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
3.11 Escrow of Bid Records	51
3.12 Prevailing Party Attorney's Fees	52
 Section 4 - Control of Materials	 54
4.1 Acceptance Criteria	54
4.1.1 General	
4.1.2 Sampling and Testing	
4.1.3 Certification	
4.1.4 Warranty and Guaranty	
4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)	55
4.3 Source of Supply and Quality Requirements	55
4.3.1 Only Approved Materials to be Used	
4.3.2 Notification of Placing Order	
4.3.3 Approval of Source of Supply	
4.4 Inspection and Tests at Source of Supply	56
4.4.1 General	
4.4.2 Cooperation by Contractor	
4.4.3 Retest of Materials	
4.5 Storage of Materials and Samples	57
4.5.1 Method of Storage	
4.5.2 Use of Right of Way for Storage	
4.5.3 Responsibility for Stored Materials	
4.5.4 Storage Facilities for Samples	
4.6 Defective Materials	57
 Section 5 - Legal Requirements and Responsibility to the Public	 59
5.1 Laws to be Observed	59
5.1.1 General	
5.1.2 Plant Quarantine Regulations	
5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds	
5.1.4 Compliance with Federal Endangered Species Act	
5.1.5 Occupational Safety and Health Requirements	
5.1.6 Discovery of Unmarked Human Burial Site	
5.1.7 Insecticides and Herbicides	
5.2 Permits and Licenses	61
5.3 Patented Devices, Materials and Processes	61

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
5.4 Right of Way Furnished by CFX	62
5.5 Sanitary Provisions	62
5.6 Control of the Contractor's Equipment	62
5.6.1 Traffic Interference	
5.6.2 Overloaded Equipment	
5.6.3 Crossings	
5.6.4 Protection from Damage by Tractor-Type Equipment	
5.6.5 Contractor's Equipment on Bridge Structures	
5.6.6 Posting of the Legal Gross Vehicular Weight	
5.7 Structures Over Navigable Waters	64
5.7.1 Compliance with Jurisdictional Regulations	
5.8 Use of Explosives	64
5.9 Preservation of Property	64
5.9.1 General	
5.9.2 Failure to Restore Damaged Property	
5.9.3 Contractor's Use of Streets and Roads	
5.9.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardrail	
5.9.5 Operations Within Railroad Right of Way	
5.9.6 Utilities	
5.10 Responsibility for Damages, Claims, etc.	69
5.10.1 Contractor to Provide Defense Against Claims and Suits	
5.10.2 Guaranty of Payment for Claims	
5.11 Insurance	71
5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability	
5.11.2 Workers' Compensation and Employer's Liability Insurance	
5.11.3 Comprehensive General Liability Insurance	
5.11.4 Comprehensive Automobile Liability Insurance	
5.11.5 Umbrella/Excess Liability Insurance	
5.11.6 Builder's Risk	
5.11.7 Railroad Insurance	
5.11.8 Pollution Legal Liability	
5.11.9 Professional Liability	
5.12 Contract Bond (Public Construction Bond) Required	77
5.12.1 General Requirements of the Bond	
5.12.2 Continued Acceptability of Surety	
5.13 Contractor's Responsibility for Work	77
5.14 Opening Section of Highway to Traffic	78
5.15 Scales for Weighing Materials	78

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
5.15.1 Applicable Regulations	
5.15.2 Base for Scales	
5.15.3 Protection and Maintenance	
5.16 Source of Forest Products	78
5.17 Regulations of Air Pollution	78
5.17.1 General	
5.17.2 Dust Control	
5.17.3 Asphalt Material	
5.17.4 Asphalt Plants	
5.18 Dredging and Filling	79
5.19 Erosion Control	79
5.20 Contractor's Motor Vehicle Registration	79
5.21 Internal Revenue Service Form W-9	79
5.22 Tolls and Access	80
5.23 Requests for References or Performance Evaluations	80
5.24 Unauthorized Aliens	80
5.25 Public Records	81
5.26 Inspector General	82
5.27 Convicted Vendor List	82
5.28 Discriminatory Vendor List	82
5.29 Severability	82
5.30 Companies Pursuant to Florida Statute Sections 287.135 and 215.473	83
 Section 6 - Prosecution and Progress of the Work	 84
6.1 Subletting or Assigning of Contract	84
6.2 Work Performed by Equipment Rental Agreement	86
6.3 Prosecution of Work	86
6.3.1 Sufficient Labor, Materials and Equipment	
6.3.2 Impacts by Adjacent Projects	
6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules	
6.3.4 Beginning Work	
6.3.5 Provisions for Convenience of the Public	
6.3.6 Pre-Construction Conference	
6.4 Limitations of Operations	87
6.4.1 Night Work	
6.4.2 Sequence of Operations	
6.4.3 Interference with Traffic	
6.4.4 Coordination with Other Contractors	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
6.4.5 Drainage	
6.4.6 Fire Hydrants	
6.4.7 Protection of Structures	
6.4.8 Fencing	
6.4.9 Hazardous or Toxic Waste	
6.4.10 Milling	
6.5 Qualifications of Contractor's Personnel	91
6.6 Temporary Suspension of Contractor's Operations	91
6.6.1 CFX to Suspend Contractor's Operations	
6.6.2 Prolonged Suspensions	
6.6.3 Permission to Suspend Operations	
6.6.4 Suspension of Contractor's Operations – Holidays	
6.7 Contract Time	92
6.7.1 General	
6.7.2 Date of Beginning of Contract Time	
6.7.3 Adjusting Contract Time	
6.8 Failure of Contractor to Maintain Satisfactory Progress	94
6.8.1 General	
6.9 Default and Termination of Contract	95
6.9.1 Determination of Default	
6.9.2 Public Interest Termination of Contract	
6.9.3 Completion of Work by CFX	
6.10 Liquidated Damages for Failure to Complete the Work	98
6.10.1 Liquidated Damages for Failure to Complete the Work	
6.10.2 Determination of Number of Days of Default	
6.10.3 Conditions Under Which Liquidated Damages are Imposed	
6.10.4 Right of Collection	
6.10.5 Allowing the Contractor to Finish Work	
6.10.6 Liability for Liquidated Damages	
6.11 Release of Contractor's Responsibility	98
6.12 Recovery of Damages Suffered by Third Parties	98
6.13 Express Warranty	99
Section 7 - Measurement and Payment	100
7.1 Measurement of Quantities	100
7.1.1 Measurement Standards	
7.1.2 Method of Measurements	
7.1.3 Determination of Pay Areas	
7.1.4 Construction Outside Authorized Limits	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
7.1.5 Truck Requirements	
7.1.6 Ladders and Instrument Stands for Bridge Construction	
7.2 Scope of Payments	101
7.2.1 Items Included in Payment	
7.2.2 Non-Duplication of Payment	
7.3 Compensation for Altered Quantities	101
7.3.1 General	
7.3.2 Payment Based on Plan Quantity	
7.3.3 Lump Sum Quantities	
7.3.4 Deviation from Plan Dimensions	
7.4 Force Account Work	104
7.4.1 Method of Payment	
7.4.2 Records	
7.4.3 Preliminary Order-of-Magnitude Estimate	
7.5 Deleted Work	107
7.6 Partial Payments	107
7.6.1 General	
7.6.2 Unsatisfactory Payment Record	
7.6.3 Withholding Payment for Defective Work	
7.6.4 Partial Payments for Delivery of Certain Materials	
7.6.5 Certification of Payment to Subcontractors	
7.6.6 Reduction of Payment for Unsatisfactory Services or Products	
7.7 Record of Construction Materials	110
7.7.1 General	
7.7.2 Non-Commercial Materials	
7.8 Disputed Amounts Due Contractor	111
7.9 Acceptance and Final Payment	111
7.10 Offsetting Payments	113
Section 8 – Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) Participation	114
8.1 General	114
8.2 Disadvantaged/Minority and Women Owned Businesses – Participation Objectives	115
8.2.1 General	
8.2.2 Definitions	
8.2.3 Specific Requirements	
8.2.4 Qualified Participation	
8.2.5 Records and Reports	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

<u>Section Name</u>	<u>Page No.</u>
8.3 Subletting of Contracts - Participation Objectives	120
Section 9 - Binding Arbitration	121
Section 10 – Disputes Resolution	123
10.1 Disputes Resolution	122
10.1.1 Disputes Review Board	
10.1.2 Continuance of Work During Dispute	
10.1.3 Disputes Review Board Membership	
10.1.4 Board Operations	
10.1.5 Procedure for Disputes Resolution	
10.1.6 Conduct of Disputes Hearings	
10.1.7 Compensation	
10.1.8 Three Party Agreement	
Attachment A - Disputes Review Board Three Party Agreement	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle, or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FNGLA	Florida Nursery, Growers and Landscape Association
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society

IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MASH	AASHTO Manual for Assessing Safety Hardware
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SI	International System of Units
SSPC	The Society for Protective Coatings
UL	Underwriters' Laboratories

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method or other code or recommendation of the organization so shown.

1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

- 1.3.1 **Advertisement** - The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”
- 1.3.2 **Addendum** - A written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections
- 1.3.3 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.
- 1.3.4 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.
- 1.3.5 **Bidder** - An individual, firm, or corporation submitting a proposal for the proposed work.

- 1.3.6 **Bridge** - A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multi-span box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.
- 1.3.7 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.
- 1.3.8 **CFX** - The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications, or Special Provisions, the term “CFX” is used, it is understood that “or designated representative” is a part of the term unless specifically indicated otherwise. Such designated representative may be the “Engineer”, the “CEI”, the “Resident Engineer” or other individual or entity identified by CFX and defined herein.
- 1.3.9 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.
- 1.3.10 **Consultant** - The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.
- 1.3.11 **Contract** - The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.
- 1.3.12 **Contract Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.
- 1.3.13 **Contract Claim (Claim)** - A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.
- 1.3.14 **Contract Documents** - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor’s Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor’s certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental

agreements required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT Standard Plans (edition per plans).

- 1.3.15 **Contract Price** - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.
- 1.3.16 **Contract Time** - The number of calendar days allowed for completion of the Work including authorized time extensions.
- 1.3.17 **Contractor** - The person, firm, or corporation with whom CFX has entered into the Contract.
- 1.3.18 **Contractor's Engineer of Record** - A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.
- The Contractor's Engineer of Record must be an employee of a prequalified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.
- As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a Department-approved Specialty Engineer. For items of the permanent work declared by to be "major" or "structural", the work performed by a Department-approved Specialty Engineer must be checked by another Department-approved Specialty Engineer. An individual Engineer may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.
- 1.3.19 **Controlling Work Items** - The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.
- 1.3.20 **Culverts** - Any structure not classified as a bridge, which provides an opening under the roadway.

- 1.3.21 **Delay** - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers, or other agents. This term does not include Extra Work.
- 1.3.22 **Director of Construction** - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.
- 1.3.23 **Engineer** - The term as may be used in various documents is understood to mean CFX or designated representative.
- 1.3.24 **Engineer of Record** - The professional engineer or engineering firm, contracted by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.
- 1.3.25 **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.
- 1.3.26 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an assistant or other representative authorized by him; the chief officer of the Central Florida Expressway Authority
- 1.3.27 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay."
- 1.3.28 **Federal, State, and Local Rules and Regulations** - The term "Federal, State and Local Rules and Regulations" includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.
- 1.3.29 **Force Account** - Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

- 1.3.30 **Highway, Street, or Road** - A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.
- 1.3.31 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.
- 1.3.32 **Inspector** - An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor and to monitor compliance with the Plans and Specifications of the Contract.
- 1.3.33 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.
- 1.3.34 **Laboratory** - A Testing facility certified with the Florida Department of Transportation.
- 1.3.35 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.
- 1.3.36 **Materials** - Any substances to be incorporated in the Work.
- 1.3.37 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.
- 1.3.38 **Memorandum of Agreement** - A formal summarization of the Project Pre-Award meeting, signed by CFX and a representative of the Contractor and made part of the contract documents.
- 1.3.39 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.
- 1.3.40 **Plans** - The drawings which show the scope, extent, and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

- 1.3.41 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
- 1.3.42 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.
- 1.3.43 **Resident Engineer** - The authorized representative of the CEI who may be assigned to the site or any part thereof.
- 1.3.44 **Right of Way** - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.
- 1.3.45 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.
- 1.3.46 **Roadway** - The portion of a highway within the limits of construction.
- 1.3.47 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.
- 1.3.48 **Shoulder** - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.
- 1.3.51 **Special Event** - Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, rocket/shuttle launch or similar activity.
- 1.3.49 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications, or Standard Specifications.
- 1.3.50 **Specialty Engineer** - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative

Code. Any corporation or partnership, which offers engineering services, must have their business registered with the Florida State Board of Professional Engineers and be qualified as a Professional Engineer licensed in Florida. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

1. Registration as a Professional Engineer in the State of Florida
2. Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.

1.3.52 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, Special Provisions, and Standard Specifications.

1.3.53 **Standard Plans** - “Standard Plans for Road and Bridge Construction”, an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.

1.3.54 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, July 2019 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.

1.3.55 **State** - State of Florida

1.3.56 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.57 **Subgrade** - That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

1.3.58 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.

1.3.59 **Substantial Completion** - The completion of all pay item Work in their entirety in conjunction with the performance of the inspection for Substantial Completion. As a minimum the following conditions apply;

1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
3. All erosion control measures have been taken up, and sediments removed from traps and drainage structures.
4. All pavement areas are complete and final signing and striping in place.
5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
6. All roadway appurtenances are installed, intact, and functioning such as signs, guardrail, striping, rumble strips, curbing, sidewalk, etc.
7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
9. All testing is complete, and documentation has been received.

The inspection for Substantial Completion may generate a punch list that will be provided to the Contractor within seven (7) calendar days following the conclusion of the inspection. Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion or waive any part of the Contract provisions.

1.3.60 **Substructure** – All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.

1.3.61 **Superintendent** - The Contractor's authorized representative responsible and in charge of the Work.

1.3.62 **Superstructure** - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

- 1.3.63 **Supplemental Agreement** - A written agreement between CFX and the Contractor, signed by the surety, modifying the Contract within the limitations set forth in these specifications.
- 1.3.64 **Surety** - The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.
- 1.3.65 **Supplier** - A manufacturer, fabricator, supplier, distributor, materialmen, or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.
- 1.3.66 **Technical Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work associated with road and bridge construction.
- 1.3.67 **Travel Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.
- 1.3.68 **Unilateral Adjustment** - A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.
- 1.3.69 **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.
- 1.3.70 **Working Day** - Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.
- 1.3.71 **Work Order Allowance** - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by defined by the Plans or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

Upon execution of the Contract, written communication associated with the Contract may be conducted using a paperless electronic means. When the Specifications require a submission of documentation, such documents may be submitted and exchanged electronically.

Documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. All persons requiring access to any collaboration sites shall be identified during the preconstruction conference and instructions for access to this site will be discussed and documented in the minutes. Persons may be added or removed during the life of the Contract on an as needed basis. All signatories executing documents electronically must acquire digital signature certificates.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications, Technical Special Provisions or Special Provisions for the Contract.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term “significant change” applies only when:

- A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as described herein.

- 2.3.2 Increase, Decrease, or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor’s best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX’s responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.13. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its

sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

- (a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the pre-construction conference, certify to the CEI the following:

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,
- (2) Actual Rate for items listed in Table 2.3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the CEI as part of the cost proposal or seven calendar days in advance of performing such extra work.

- (b) **Materials and Supplies:** For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.
- (c) **Equipment:** For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the “Rental Rate Blue Book” for the actual time that such equipment is in operation on the work, and 50% of the “Rental Rate Blue Book” for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the “Rental Rate Blue Book for Construction Equipment” or the “Rental Rate Blue Book for Older Construction Equipment,” whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the CEI to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

- (d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

(1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original contract bond rate paid by the Contractor. Should the Contractor have previously elected to provide subguard coverage in lieu of requiring a bond from a sub on the original work, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

(ii) The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

(2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for a time extension due to delay of a controlling work item caused solely by CFX, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by CFX is otherwise ultimately determined in favor of the Contractor.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by CFX and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by CFX but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item is equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item that when cumulatively totaled together are equal to or less than ten calendar days. All calculations under this provision shall exclude days granted for performing additional work.

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

- 2.3.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed. All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

- 2.3.4 Suspensions of Work Ordered by CFX: If the performance of all or any portion of the Work is suspended or delayed by CFX, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation is due as a result of such suspension or delay, the Contractor shall submit to CFX in writing a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall be complete, set forth all the reasons and support for such adjustment.

CFX will evaluate the Contractor's request. If CFX agrees the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any approved tier (and not caused by weather), CFX will make an adjustment (excluding profit) and modify the Contract in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the complete request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for, excluded under, or effectively precluded by any other term or condition of the Contract.

- 2.3.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

No Work covered by a Supplemental Agreement shall be performed before written authorization is given by CFX. Such written authorization will set forth the prices and other pertinent information and will be promptly reduced to written Contract document form.

- 2.3.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor for Work performed on the Project when:

- a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,
- b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,
- c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

2.3.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis, and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

Where a price cannot be negotiated for alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract, payment will be made in accordance with 2.3.2.

2.3.8 Connections to Existing Pavements, Drives, and Walks: Limits of construction at the beginning and end of the Project are detailed in the Plans and will generally be adhered to; however, where in the opinion of CFX it is necessary to extend the construction in order to make suitable connections to existing pavement, such change may be permitted upon written authorization.

For any connections to existing walks and drives which are necessary although not indicated on the Plans, proper connections shall be made at the direction of CFX in accordance with the FDOT's Standard Plans identified in the Contract Documents.

2.3.9 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

Upon written notification from the Contractor, CFX will have the conditions investigated and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment (excluding loss of anticipated profits) will be made and the Contract modified in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any impacts caused to or by any other projects.

- 2.3.10 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor and the Contractor shall, at the time of making the request for change, notify CFX in writing of any such potential impacts to utilities.

CFX approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

- 2.3.11 Cost Savings Initiative Proposal

2.3.11.1 Intent and Objective: This subarticle applies to any Cost Savings Initiative Proposal (CSIP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. Any potential CSIPs being considered by the Contractor shall NOT be discussed at the pre-award meeting, as this meeting is for the sole purpose of discussing the Contractor's bid and the documents on which the bid is based. Subsequent to Contract execution and prior to Contract Time beginning, a mandatory Cost Savings Initiative Workshop will be held for the Contractor and CFX to discuss potential Proposals.

This subarticle does not apply to any CSIP unless the Contractor identifies it at the time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP

must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features. CFX will not recognize the Contractor's elimination of work or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

2.3.11.2 Data Requirements: As a minimum, the Contractor shall submit the following information with each CSIP:

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
2. separate detailed (Labor, Equipment, Material, and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
3. an itemization of the changes, deletions, or additions to plan details, plan sheets, Standard Plans, and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.
4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all

design changes that result from the CSIP with drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

2.3.11.3 Processing Procedures: The Contractor shall submit the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

CFX is the sole judge of the acceptability of a CSIP and of the estimated net savings in construction costs from the adoption of all or any part of the CSIP. In determining the estimated net savings, CFX reserves the right to disregard the Contract bid prices if, in the judgment of CFX, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

Prior to approval, CFX may modify a CSIP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the CSIP, CFX will determine the Contractor's fair share upon the basis of the CSIP as modified and upon final quantities. CFX will compute the net savings by subtracting the revised total cost of all bid items affected by the CSIP from the total cost of the same bid items as represented in the Contract, provided that in the sole judgment of CFX that such bid item prices represent fair measure of the value of the associated work.

Prior to approval of the CSIP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the CSIP design.

2.3.11.4 Computation for Change in Contract Cost Performance: If the CSIP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

CFX will include its cost to process and implement a CSIP in the estimate.

2.3.11.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.
2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.
3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT, and AASHTO criteria requirements including bridge loading ratings.

2.3.11.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.

2.3.11.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any:

issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or Standard Plans, Standard Plans indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

Notwithstanding Article 5.3 of the General Specifications nor any provisions of the Standard Specifications, upon acceptance of the CSIP, the Contractor grants to CFX and its contractors (such grant being expressly limited solely to any and all existing or future CFX construction projects and any other CFX projects that are partially or wholly funded by or for CFX) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such CSIP on any and all existing and future construction projects and any other CFX projects.

The Contractor shall hold harmless and indemnify CFX and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorney's fees) which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to the language herein, unless CFX has by express written exception in the CSIP acceptance process specifically released the Contractor from such obligation to hold harmless and indemnify as to one or more disclosed intellectual property rights.

2.4 Claims by Contractor

- 2.4.1 General: When the Contractor deems that extra compensation, or a time extension is due beyond that agreed to by CFX, whether due to delay, additional Work, altered Work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation, and resolution of the claim.

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words “NOTICE OF CLAIM” in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that CFX has kept account of the labor, Materials, and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor’s written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor’s receipt of CFX’s Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor’s written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional

compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:

- (a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
- (b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
- (c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
- (d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
- (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - (1) documented additional job site labor expenses;
 - (2) documented additional cost of Materials and supplies;
 - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
 - (4) any other additional direct costs or damages and the documents in support thereof;
 - (5) any additional indirect costs or damages and all documentation in support thereof;
- (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the basis of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any arbitration or other formal claims resolution proceeding shall be limited solely to the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude the Contractor from withdrawing or reducing any of the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

2.4.4 Action on Claim: CFX will respond within 30 calendar days of receipt of a complete claim submitted by Contractor in compliance with 2.4.3. Failure by CFX to respond to a claim within 30 calendar days after receipt of a complete claim in compliance with 2.4.3 constitutes a denial of the claim by CFX. If CFX finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract.

2.4.5 Compensation for Extra Work or Delay:

2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.

2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

- 2.4.6 **Mandatory Claim Records:** After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials, and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.
- 2.4.7 **Claims for Acceleration:** CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.
- 2.4.8 **Certificate of Claim:** When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.
- 2.4.9 **Non-Recoverable Items:** The parties agree that for any claim CFX will not have liability for the following items of damages or expense:
- a. Loss of profit, incentives, or bonuses;
 - b. Any claim for other than Extra Work or delay;
 - c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
 - d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
 - e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

- 2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.
- 2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.
- 2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.
- 2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of CFX make available to CFX auditors, or upon CFX's written request for copies, provide copies at CFX's expense, any or all of the following documents:

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;
8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

When Work is required which is not covered by a price in the Contract and such Work does not constitute a “significant change” as defined in 2.3.1, and such Work is found essential to the satisfactory completion of the Contract within its intended scope, an adjustment will be made to the Contract. The basis of payment for such adjustment will be in an amount as CFX may determine to be fair and equitable.

2.6 Right To and Use of Materials Found at the Site of the Work

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX, and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site shall be shaped and dressed so as not to present an objectionable appearance and grassed. The Work of grassing will not be paid for separately but will be considered incidental to the other items of Work for which payment is made. Property outside CFX’s right of way that is damaged due to the activities of the Contractor shall be immediately restored, at Contractor’s expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

Upon completion of the Work and before final acceptance and final payment will be made, the Contractor shall remove from the right of way and adjacent property all falsework, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the Work under the Contract. The placing of Materials of any character, rubbish or Equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. However, the Contractor will be allowed to temporarily store Equipment, surplus Materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the Project, but no discarded Equipment or Materials or rubbish shall be placed on such site.

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of “Approved for Construction” documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Standard Plans are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades and B.M. Datum is National Geodetic Vertical Datum of 1929 (NGVD-1929), North American Vertical Datum 1988 (NAVD-1988), or other datum as noted in the Plans.

3.1.3 Alterations in the Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after its approval by CFX, except by direction of CFX.

3.1.4 Shop Drawings

3.1.4.1. Definitions:

(a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.

(b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for pre-stressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required. The CEI may request a submittal for any item the CEI considers necessary.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

Subsequent submittals shall be coordinated with construction schedules to allow sufficient time for review, approval and re-submittal as necessary.

3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Drawings shall be prepared or reproduced on permanent material made for the purpose, such as tracing cloth, plastic, mylar or xerographic bond paper, hereafter referred to as masters. The size of the sheets shall be no larger than 24 by 36 inches. Each sheet shall be numbered consecutively for the series and the sheet number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and embossed seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the sheet numbers shall indicate the total number of sheets in the series (e.g., 1 of 12, 2 of 12, 12 of 12).

All documents shall be bound and submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm

and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and embossed seal of the Contractor's Florida registered Specialty Engineer.

The calculations or manuals shall clearly outline the design criteria and shall be appropriately prepared and checked. The internal sheets shall include the complete CFX Project Number and initials of the persons responsible for preparing and checking the document.

Trade literature and catalogue information shall be clearly labeled with the title, CFX Project Number, date and name of the firm and person responsible for that document displayed on the front cover.

Documents other than drawings may be on xerographic paper or glossy paper material as appropriate. For the purpose of this specification, the term "shop drawings" shall be deemed to include these other documents.

3.1.4.5 Submittal Paths and Copies:

The Contractor shall submit one (1) set of prints along with one (1) set of reproducible copies of each series of shop drawings to the CEI with a copy of the letter of transmittal sent to the Consultant. For Work requiring other documentation (e.g. catalog data, material certifications, material tests, procedure manuals, fabrication / welding procedures, and maintenance and operating manuals) a minimum of eight (8) copies of each document shall be submitted with the prints. The mailing address of the Consultant will be furnished by CFX.

For other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI one (1) set of prints along with one (1) reproducible copy of each series of shop drawings and four (4) copies of applicable calculations. Each print and the cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.6 Processing of Shop Drawings:

3.1.4.6.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: The Contractor shall coordinate, schedule and control all submittals including those of its various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the Work.

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier and etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field

measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 15-calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 10-calendar day period is provided for each re-submittal.

It is incumbent upon the Contractor to submit shop drawings to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. The submittal/re-submittal clock will start upon receipt of a valid submittal. A valid submittal shall include all the minimum requirements outlined in 3.1.4.4. CFX will not be liable to the Contractor for resulting delays, added costs and/or related damages when the actual time required for approval extends beyond the 45- and 30-day review periods shown above.

Only CEI approvals of miscellaneous submittals and red ink stamps on shop drawings are valid and any Work performed in advance of approval will be at the Contractor's risk.

3.1.4.6.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.

3.2 Coordination of Plans and Specifications

The Plans, Specifications and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In addition to the Work and Materials specifically identified as being included in any specific pay item, additional incidental Work not specifically mentioned will be included in such pay item when shown in the Plans or if indicated or obvious and apparent as being necessary for proper completion of the Work.

In case of discrepancy, the governing order of the documents shall be as follows:

1. The Contract,

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

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

All Work performed, and all Materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

In the event CFX finds that the Materials or the finished product in which the Materials are used, or the Work performed are not in reasonable close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum

submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work. Retainage will not be released by CFX until the marked-up pdf and records have been submitted and accepted by the CEI.

3.4 Pre-Award Meeting

The Plans and Specifications will be reviewed in a joint pre-award meeting between the Contractor's key personnel and CFX representatives. The purpose of the meeting will be to address all questions or differences in interpretations of the documents and to provide clarifications. The meeting will also provide the opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting. CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

Notwithstanding that the pre-award meeting is mandatory as to the Contractor, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Contractor expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Bid and Bidding Documents, and all issues addressed at the pre-award meeting are deemed non-essential to the existence of the Contract, unless (i) it is discovered that the Contractor misrepresented any item of the Bid, or (ii) CFX determines that the Bid does not conform to the specifications of the Bidding Documents.

3.5 Orders and Instructions

The supervision of the execution of the Contract is vested wholly in the Contractor. The orders, instructions, directions or requests of CFX may come directly from CFX or may be given through CFX's designated representative. The Contractor shall designate a representative to receive such instructions, directions or requests and failing to do so, will be held responsible for the execution of them.

CFX will have the right to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the Work and shall not remove any Equipment, tools, lumber or other Materials without the written permission of CFX.

3.5.1 Observation of the Work: CFX will have free access to the Materials and the Work at all times for measuring or observing the same, and the Contractor shall afford either or both all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, CFX or its designated representative will:

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.4 Prepare final record drawings.

3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so

designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

The CEI will have no authority to permit deviation from or to modify any of the provisions of the Plans or Specifications without the written permission or instruction of CFX or to delay the Contractor by failure to observe the Materials and Work with reasonable promptness.

The CEI will not have authority to supervise, direct, expedite or otherwise control the Contractor's means, methods, techniques or sequences of construction. The CEI may only advise the Contractor when it appears that the Work and/or Materials do not conform to the requirements of the Contract Documents.

The payment of any compensation, irrespective of its character or form or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give CFX timely notice of readiness therefore. The Contractor shall furnish CFX the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, and/or the American Association of State Highway and Transportation Officials, such other applicable organizations as may be required by law, or the Plans and Specifications. If any such Work required so to be inspected, tested or approved is covered without written approval of CFX, it must, if requested by CFX, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

- 3.5.3 Communications: Prior to the start of the Work, CFX will advise the Contractor as to how communications between CFX and Contractor will be handled. Thereafter, whenever reference is made to required communication between the Contractor and CFX, such communication, to be given consideration, must be addressed in accordance with the approved procedure.

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

CFX will provide control points and benchmarks as identified in the Plans along the line of the Project to facilitate the proper layout of the Work. A walk-through of the Project by the Consultant's surveyor will be provided to the Contractor to facilitate field location of these points. The Contractor shall preserve all reference points and benchmarks furnished by CFX.

As an exception to the above, if the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.) CFX will provide only points marking the beginning and ending of the Project and all exceptions.

3.6.2 Furnishing of Stake Material

The Contractor shall furnish all stakes, templates and other Materials necessary to establish and maintain the lines and grades necessary for control and construction of the Work.

3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and vertical controls shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes and other reference points or marks necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. The Contractor shall also establish all horizontal and vertical controls necessary to perform utility construction required to be performed by the Contractor. The Contractor shall maintain and protect the required station identification stakes in their correct and appropriate locations. Failure to comply with this provision will result in the withholding of the Contractor's partial payments.

The Contractor shall provide CFX with survey assistance for subsoil excavation quantities and other Project quantities as required by CFX.

3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade

stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

For bridge construction stakes and other controls, the Contractor shall set references at intervals sufficient to assure that all components of the structure are constructed in accordance with the lines and grades shown on the Plans.

If the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.), only such stakes as are necessary for horizontal and vertical control of Work items will be required.

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

The Contractor shall establish, by an instrument survey, and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. For resurfacing and resurfacing/widening Work these points shall be established in the same manner as for horizontal control of paving operations. Marks shall be made in white paint. If striping is included in the Work to be done by the Contractor an alternate method of layout of striping may be approved by the CEI provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey.

A station identification stake shall be set at each right of way line at 100-foot intervals and at all locations where a change in right of way width occurs. Each stake shall be marked with painted numerals of sufficient size to be readable from the roadway and corresponding to the Project station at which it is located. Where Plans do not show right of way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing/widening Work, station identification stakes shall be set at 200-foot intervals.

3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable

equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the CEI as the Work progresses and copies shall be furnished to the CEI at the time of completion of the Project. Any review of the Contractor's field notes or layout Work by CFX and the acceptance of all or any part thereof, shall not relieve the Contractor of responsibility to achieve the lines, grades, and dimensions shown in the plans and indicated in the specifications.

Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by CFX.

3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

If used, submit a comprehensive written GNSS Work Plan to the Engineer for review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify CFX of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.
2. Describe the manufacturer, model, and software version of the GNSS equipment.
3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.
4. Describe how project control will be established. Include a list and map showing control points enveloping the site.
5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.
6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project's most up-to-date GNSS Work Plan at the project site.

3.6.7 Payment

The cost of performing the layout Work as described above shall be included in the Contract unit prices for the various items of Work to which it is incidental.

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

The Contractor shall give the Work the attention necessary to assure the scheduled progress is maintained. The Contractor shall cooperate with CFX and other contractors at Work in the vicinity of the Project.

3.7.2 Contractor's Superintendent

The Contractor shall have a competent superintendent on the Project at all times with the ability to speak and understand the English language. The superintendent shall be thoroughly experienced in the type of Work being performed and shall have full authority to execute the orders or directions of the CEI and to promptly supply or have supplied, any Materials, tools, equipment, labor and incidentals which may be required. The superintendent shall be provided regardless of the amount of Work sublet.

Prior to commencement of Work on the Project, the Contractor shall provide CFX with a written list of supervisory personnel that will be assigned to the Project. The Contractor shall not replace any of the listed personnel without written notice to CFX except under extraordinary circumstances. The Contractor shall not assign any supervisory personnel to the Project, whether initially or as a substitute, against whom CFX may have reasonable objection. CFX's acceptance of any supervisory personnel may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such supervisory personnel shall constitute a waiver of any right of CFX to reject defective Work. The foregoing requirement shall also extend to Subcontractor's supervisory personnel.

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated

as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other local law enforcement agencies. A copy of these submittals shall also be provided to the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

3.7.4 Worksite Traffic Supervisor

The Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an FDOT-approved advanced training Provider. Approved advanced training Providers will be posted on the FDOT's web site at the following URL address: <http://www.motadmin.com/find-a-training-provider.aspx>

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily, be involved in all changes to traffic control and have access to all equipment and Materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by CFX of all activities except traffic and erosion control and other activities deemed necessary for Project maintenance and safety.

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

The Contractor shall give the CEI 24 hours advance notice whenever the Contractor intends to perform Work during other than normal daylight hours. On such occasions, the Contractor's supervisor and sufficient workmen shall be present to undertake the Work in a satisfactory manner. No additional compensation will be made to the Contractor for Work performed during such off periods.

The Contractor shall notify the CEI in writing prior to beginning pumping or dewatering activity in any new location on the project or the resumption of pumping after an interruption in any location. Pumping and discharge activities shall be discussed at each weekly progress meeting. Contractor will satisfy permit requirements at any pumping or dewatering activity.

3.8.2 Failure of CFX to Reject Work During Construction

If CFX should fail to reject defective Work or Materials, whether from lack of discovery of such defect or for any other reason, such failure to reject will not prevent CFX from subsequently rejecting defective Work when such defective Work is discovered or obligate CFX to final acceptance of the defective Work. The Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3.8.3 Failure to Remove and Renew Defective Materials and Work

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or

defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor shall provide, at Contractor's expense, all temporary electrical power and lighting necessary for Contractor's operations under the Contract.

On new alignments, the Contractor shall be responsible for all electric bills until Final Acceptance of the project or until such time as CFX takes beneficial use of the alignment or portion thereof, whichever occurs first. Once installed, the roadway lighting shall remain in use and be maintained by the Contractor until Final Acceptance. The Contractor shall be responsible for payment of the electric bills until Final Acceptance at which time payment will be the responsibility of CFX.

3.9.2 Inspection for Substantial Completion

The CEI will make a semi-final inspection within 7 days after written notice from the Contractor of completion of the Project in its entirety. If, at the semi-final inspection, it is determined that all pay item work has been installed and other conditions as defined in Section 1.3, the project will be deemed Substantially Complete. Further, if all construction provided for and contemplated by the Contract is complete and acceptable to the CEI, such inspection shall constitute the final inspection as described below.

If any Work is determined to be unsatisfactory by the CEI, in whole or in part, the CEI will give the Contractor the necessary instructions as to repair and/or

replacement of material and the prerequisites to final completion and acceptance. Upon satisfactory completion of repairs and/or replacements, the Contractor shall notify the CEI and request another inspection for Substantial Completion. Such inspection will constitute the final inspection if the required material has been repaired and/or replaced and the Work is acceptable to the CEI.

Prior to the inspection for Substantial Completion, the CEI may provide the Contractor with various deficiency lists. These lists are intended to assist the Contractor in preparing for Substantial Completion and are not to be considered as punch lists.

3.9.3 Final Inspection

When, in the opinion of the Contractor, all Materials have been furnished, all Work has been performed and the construction contemplated by the Contract has been satisfactorily completed, the Contractor shall request that the CEI make the final inspection.

3.9.4 Final Acceptance

When the entire Work of the Project contemplated by the Contract has been completed acceptably, as determined by the CEI, the Contractor will be given a written notice of final acceptance.

3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers an error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange, Seminole, Osceola, Lake or Brevard County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.
2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract

has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified,

amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

- 4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.
- 4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion (“Or Equal” Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words “or equal”, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the

Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

- 4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

- 4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.
- 4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.
- 4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been

delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the

Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

- 5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

- 5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

- 5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.
- 5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

- 5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
- 5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.
- 5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:
- 1) Overloaded Equipment as defined in subarticle 5.6.2 above:
 - a) Operating on or crossing over completed bridge structures.
 - b) Operating on or crossing over partially completed bridge structures.
 - 2) Equipment within legal load limits:
 - a) Operating on or crossing over partially completed bridge structures.
 - 3) Construction cranes:
 - a) Operating on completed bridge structures.
 - b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

- 5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

- 5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

- 5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

- 5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

- 5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of

way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

- 1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of

Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.

3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of

service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments. When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an

employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail.

The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

- 5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9

below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, or as approved by CFX, as defined by A.M. Best and Company's Key Rating Guide. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance and endorsement evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance and endorsements are in compliance with the requirements.

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

Contract Amount	Workers' Comp/ Employer's Liability	General Liability (per occurrence/ aggregate)	Automobile Liability
Up to \$3 million	Statutory / \$500,000	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory / \$1,000,000	\$5,000,000 / \$10,000,000	\$5,000,000

5.11.2 Worker's Compensation and Employer's Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of

Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

- 5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1.

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.6 **Builder's Risk:** If this Contract includes: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the project.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any windstorm percentage deductible (when applicable) shall not exceed five-percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

- 5.11.7 **Railroad Insurance:** When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with

Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

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

3) Cost of Cleanup/Remediation.

Limits

Each Occurrence - \$ 2,000,000

General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Total D-B Contract Price	Minimum Coverage Limits
Up to \$30 Million	\$1 Million coverage
\$30 to \$75 Million	\$2 Million coverage
More than \$75 Million	\$5 Million coverage

This requirement maybe satisfied by the Design-Build Firm's professional team member qualified under Rule 14-75, FAC.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million	50% of project cost, minimum of \$100,000 per occurrence	10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

5.12 Contract Bond (Public Construction Bond) Required

5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.

5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor is advised that the project is located within a hurricane region. The Contractor shall submit to CFX at the project Preconstruction Conference, a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and the Work when a hurricane watch notice for the project area is issued by the United States Weather Service.

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

5.15 Scales for Weighing Materials

5.15.1 **Applicable Regulations:** Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 **Base for Scales:** Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 **Protection and Maintenance:** All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

5.17 Regulations of Air Pollution

5.17.1 **General:** All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 **Dust Control:** The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium

chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

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

5.25 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807).

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

5.27 Convicted Vendor List

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

5.28 Discriminatory Vendor List

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

5.29 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original

intention, and the remaining portions of the Contract will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

5.30 Companies Pursuant to Florida Statute Section 287.135

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5); been placed on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without consent of CFX. The Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion. The Certification of Sublet Work request will be deemed acceptable by CFX, for purposes of CFX's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that CFX is not consenting to the requested subletting. If, at any time, a subcontractor is determined to be discriminatory, debarred or suspended by the FHWA, CFX or FDOT, the determination will be considered grounds for removal from the project.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction

from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

- Auxiliary Power Unit
- Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
- Deep Well Installation
- Electrical Work
- Fencing
- Highway Lighting
- Installing Pipe or Pipe Liner by Jacking and Boring
- Installing Structural Plate Pipe Structure
- Landscaping
- Painting
- Plugging Water Wells
- Pressure Grouting
- Pumping Equipment
- Roadway Signing and Pavement Marking
- Riprap
- Removal of Buildings
- Rumble Strips
- Sealing Wells by Injection
- Septic Tank and Disposal System
- Signalization
- Utility Works
- Vehicular Impact Attenuator
- Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Working Schedule: Within 21 calendar days after award of the Contract, or at the preconstruction conference, whichever is earlier, the Contractor shall submit a work progress schedule to CFX. The schedule shall show the various activities of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the project within the Contract time allowed. The schedule shall show the order and interdependence of activities and the sequence in which the work will be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress on each activity can be readily measured. Each activity shall show a beginning work date, a duration, and a monetary value. Activities shall include procurement time for materials, plant and equipment, and review time for shop drawings where they are appropriate and essential to the timely completion of the project. The list of activities shall include milestones when required by the plans or specifications. If the project has more than 1 phase, each phase and its completion date shall be adequately identified and no activity shall span more than one phase.

A working plan shall be submitted with the schedule. The working plan shall be a concise written description of the Contractor's construction plan.

If, in the opinion of CFX, the schedule submitted by the Contractor is inadequate, it will be returned to the Contractor for revision. The Contractor shall resubmit a revised schedule within 15 calendar days from the date of the transmittal returning the original schedule. The approved schedule will be used as the baseline against which Contractor's progress is measured.

The Contractor shall submit an updated work progress schedule when requested by CFX. If revisions are required to the working schedule, the Contractor shall submit revised charts and analyses within 21 calendar days after being notified by CFX.

Failure to finalize either the initial or a revised schedule in the time specified may result in CFX withholding payments to the Contractor until the schedule is approved.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The

Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way. The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

- 6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.
- 6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

- 6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

- 6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.

- 6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.
- 6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.
- 6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.
- 6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of

the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

- 6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.
- 6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

6.7 Contract Time

- 6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

1. War or other act of public enemies.
2. Riot that would endanger the well-being of Contractor's employees.
3. Earthquake.
4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
6. Utility relocation and adjustment Work only if all the following criteria are met:
 - a. Utility work actually affected progress toward completion of Work on the critical path.
 - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
8. Epidemics, pandemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.

9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.
3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said subarticle.

6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the

Contract Work is not complete; or

2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or
3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

- 6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:
- a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
 - b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
 - c. performs the Work unsuitably or neglects or refuses to remove Materials or;
 - d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
 - e. discontinues the prosecution of the Work or;
 - f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
 - g. fails to pay timely its subcontractors, suppliers or laborers or;
 - h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
 - i. becomes insolvent or is declared bankrupt or;
 - j. files for reorganization under the bankruptcy code or;
 - k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
 - l. allows any final judgment to stand against it unsatisfied for a period of ten calendar

- days or;
- m. makes an assignment for the benefit of creditors or;
 - n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
 - o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
 - p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

- 6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

- 6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

- 6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.
- 6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.
- 6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.
- 6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.
- 6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.
- 6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated. Consistent with this, any corrugations, rustications, or deviations in texture will not be quantified for surface area measurement and payment.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental

Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will

not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

(a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work. Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the

lesser of actual cost or “Rental Rate Blue Book for Construction Equipment” (RRBB) or “Rental Rate Blue Book for Older Construction Equipment” (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

- 1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBOCE ownership cost plus 100% of the RRBB and/or RRBBOCE operating costs.
- 2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBOCE ownership cost only. No more than 8 hours of standby will be paid in a single day.
- 3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBOCE monthly rates by 176. The columns, itemizing rates, labeled “Weekly”, “Daily” and “Hourly” shall not be used.
- 4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the accumulated standby cost. Standby rates will not apply to any day the

Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor.

(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of

the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

7.6 Partial Payments

7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

<u>% Contract Amount Completed</u>	<u>Amount Retained</u>
0 to 50	None
50 to 100	5% of value of Work completed exceeding 50% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to

receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.

7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.
- 7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

- 1) Partial payments less than \$5,000 for any one month will not be processed.
- 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
- 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

- 1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
- 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Central Florida Expressway Authority should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority.”

- 3) The agreement between the Contractor and the supplier of the stockpiled

materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

- 7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term “subcontractor”, as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

- 7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

- 7.7 Record of Construction Materials

- 7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection

by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define

the dispute or pending claim in writing in the form of a qualified acceptance letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.
- G) The Contractor has previously submitted As-built Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.

- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

- 8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

- (c) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
 - (d) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (e) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - (f) “Women”.
- (2) “Joint Venture” means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
 - (3) “Certified” means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
 - (4) “Independently Owned and Operated” means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
 - (5) “Women Business Enterprise” comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

- 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
- 3. Carrying out information and communication programs or workshops on

contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
 - (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that

produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.

- (b)
 - 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
 - 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
 - 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
- (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
 - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for

similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. the dollar value of the contracts awarded to D/M/WBEs;
4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. a description of the general categories of contracts awarded to D/M/WBEs;
6. the specific efforts employed to identify and award contracts to D/M/WBEs;
7. maintenance of records of payments and monthly reports to CFX;
8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and
9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request for Authorization to Sublet Work. One copy of the certification will be attached to each copy of the Request for Authorization to Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10 - DISPUTES RESOLUTION

10.1 Disputes Resolution

10.1.1 Disputes Review Board

A Disputes Review Board (“Board”) will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board’s recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.1.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI’s decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.1.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

- a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.
- b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.
- c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).
- d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

- e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.
- f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.
- g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.1.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

- a. Meeting opened by the Chairman of the Board.
- b. Remarks by the CEI.
- c. A description by the CEI and the Contractor of Work accomplished since the last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.
- d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.
- e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.1.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

- a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.
- b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.
- c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.
- d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.
- e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

- f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.
- g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.
- h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.
- i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.
- j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation. Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.
- k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.1.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be

prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.1.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.1.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

**DISPUTES REVIEW BOARD
THREE PARTY AGREEMENT**

THIS THREE PARTY AGREEMENT (“Agreement”) made and entered into this ____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”)**, _____ (**“Contractor”**) and the **DISPUTES REVIEW BOARD (“Board”)**, consisting of three members: _____, _____ and _____ (**“Members”**).

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract (“Contract”) provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

**I
DESCRIPTION OF PURPOSE**

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

**II
SCOPE OF WORK**

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board’s operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third

Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on

prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.
2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.
3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as

the original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI PAYMENT

The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Three Hundred Dollars (\$1,300.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

**VII
ASSIGNMENT OF TASKS OF WORK**

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

**VIII
TERMINATION OF AGREEMENT**

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

IX LEGAL RELATIONS

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

X ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

XI NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

XII NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the

Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Print Name: _____
Title: _____

BOARD:

DISPUTES REVIEW BOARD

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

CONTRACTOR:

By: _____
Print Name: _____
Title: _____

APPENDIX

PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120 days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD


Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

**CONSENT AGENDA ITEM
#4**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: August 20, 2021


SUBJECT: Approval of Supplemental Agreement No. 6 with Moffatt & Nichol, Inc. for Design Consultant Services for SR 429 Widening from West Road to SR 414 – Post Design Services
Project No. 429-153, Contract No. 001396


Board approval of Supplemental Agreement No. 6 with Moffatt & Nichol, Inc. for a not-to-exceed amount of \$1,027,130.94 is requested. The original contract was for five years with five one-year renewals.

The work to be performed is post design services.

Original Contract	\$5,160,000.00
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	\$ 0.00
Supplemental Agreement No. 3	\$ 663,330.37
Supplemental Agreement No. 4	\$ 649,201.74
Supplemental Agreement No. 5	\$ 0.00
Supplemental Agreement No. 6	<u>\$1,027,130.94</u>
Total	\$7,499,663.05

This contract is included in the Five-Year Work Plan.

Reviewed by: 
Will Hawthorne, PE
Director of Engineering


Glenn Pressimone, PE

SUPPLEMENTAL AGREEMENT NO. 6
TO
AGREEMENT FOR PROFESSIONAL SERVICES
POST DESIGN SERVICES (FOR 429-153)
SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT NO. 6 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (“Supplemental Agreement”) is made and entered into this _____ day of _____, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called “CFX” and the consulting firm of MOFFATT & NICHOL, INC., a California corporation, hereinafter called the “CONSULTANT.”

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated April 4, 2019, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated Sep, 2020, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated June 15, 2020, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 21, 2020, as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated February 11, 2021, as amended or supplemented by that certain Supplemental Agreement No. 5 between CFX and CONSULTANT dated June 30, 2021 (collectively, “Agreement”); and

WHEREAS, Section 4.24 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A” provides that after completion of the services outlined therein for Project Number 429-153, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, Articles 2.00 and 12.00 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and CONSULTANT pursuant to this Supplemental Agreement.

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

1. CFX hereby authorizes the CONSULTANT to proceed with the post design services required as outlined in the correspondence to CFX dated August 5, 2021, which is attached hereto as Exhibit “A” and incorporated herein by reference (“Post Design Services”). Section 4.24 of Exhibit “A” of the Agreement and the Scope of Services shall be amended and supplemented to include the Post Design Services.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT’S contract amount for final design services and shall only be for those Post Design Services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee’s actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence

attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$1,027,130.94.

3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any amendments or supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

By: _____

Aneth Williams, Director of Procurement

MOFFATT & NICHOL, INC.

By: _____

Print Name: _____

Title: _____

Approved as to form and execution for Central Florida
Expressway Authority's exclusive use and reliance.

By: _____

Diego "Woody" Rodriguez

General Counsel for CFX



MEMORANDUM

Date: August 17, 2021
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot W. Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001396
 CFX Project No. 429-153
 SR 429 Widening from West Road to SR 414
 Supplemental Agreement No. 6

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email on August 5, 2021 for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide post-design services that were not included in the original scope of services.

The work authorization request is attached and additional costs are detailed below:

\$ 657,700.92	Moffat and Nichol as Prime
\$ 369,430.02	<u>Total Subconsultant Fees</u>
\$ 1,027,130.94	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$1,027,130.94.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry
File



1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746
(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

Exhibit "A"

August 5, 2021

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Rd.
Orlando, FL 32807

Subject: SR 429 Widening from West Road to SR 414
Project No: 429-153
Supplemental Amendment 6

Dear Will:

As requested, attached please find our supplemental for post design services on the above referenced project.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William Terwilleger

William A Terwilleger, P.E.
Project Manager

Exhibit "A"

**Project 429-153
SR 429 Widening from West Road to SR 414
Post-Design Scope of Services**

4.24 Post Design Services

A. Compensation

The Consultant's compensation for post-design services is hereby added by supplemental agreement and shall be at an hourly rate, inclusive of overhead, profit, and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. General Support

The Consultant shall support the post-design process as described in more detail herein. General support may include, project management/team oversight, monthly progress reports, subconsultant coordination, filing, document control, and all coordination with CFX and the CEI.

The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

This scope is based upon a 1075-day construction duration, ie approximately 36 months. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. This person shall be continually available during the course of construction.

C. Pre-bid Conference

The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the assigned Authority Resident Construction Engineer to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. Addenda

The Consultant shall respond to questions related to the bid package (plans and specifications) and shall prepare any addenda required to clarify the work included in the contract documents. Addenda may be required based on the project inspection with the assigned Authority Resident Construction Engineer, or questions developed in the pre-bid conference, special conditions as identified in the permit documents, special conditions as identified through the OUC agreement finalization, or conditions discovered by bidders during the bid period.

E. Field Visits – Construction Meetings

The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details, or special provisions during construction. The Consultant will periodically visit the project site to observe the progress of construction. This visit will not make the place of formal construction inspection by CFX's Construction Manager and their inspection team. Rather, it is intended to provide the opportunity for members

of the design team to observe whether work by the Contractor is being performed in general conformance with the project plans. Written memos of all such field visits shall be submitted to CFX and their Construction Manager within five business days of the trip. For budget purposes, one field visit every other month (PM plus one technical lead) is estimated.

F. Plan revisions

If requested by CFX the Consultant will make requested design and plan revisions. These may be related to unforeseen conditions, changes in approach desired by CFX, changes due to coordination with adjacent project schedules, or other reasons not listed herein.

G. Shop Drawing Reviews

The Consultant shall review and approve shop drawings from the Contractor for roadway, utilities, structural, lighting, FON, signing and drainage elements. This work will include the erection procedure plans, review proposals for substitutions, development of supplemental agreements, and assistance with other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

H. Request for Information (RFI)

The Consultant shall provide responses to requests for information. Review and responses will be conducted as quickly as possible, within three days if practical, however no later than one week from receipt of RFI.

I. Meetings

The Consultant shall attend partnering meetings as requested by CFX (up to 5 estimated). The Consultant will also attend progress / coordination meetings as requested by CFX up to 24 estimated (PM or technical lead). The Consultant shall also attend the contractor Notice to Proceed meeting (PM and three technical leads).

J. Bridge Load Rating Memos

Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. If there are no changes in construction, verified by the CEI and/or CFX, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

K. Geotechnical Services

The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

L. Utilities

The Consultant shall provide utility coordination services as needed by CFX, relative to proposed utility adjustments within the project limits. There are minimal utility adjustments on the SR 417 mainline, so this is not expected to be a substantial effort. However, several utilities are being relocated on Narcoossee Road that may require additional coordination.

M. Record Drawings

Based on information (redlined plans) provided by the Contractor, the Contractor's surveyor and CFX's Construction Manager, the Consultant will prepare record drawings reflecting improvements built for this project. This scope assumes surveys will be undertaken by a registered surveyor by the Contractor which will serve as the basis of the record drawings. This activity will also include required DEP/WMD permit modification (letter) and stormwater certifications based upon the as-built information as provided by the Contractor.

SUPPLEMENTAL AGREEMENT NO. 5
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 30th day of June, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX” and the consulting firm of MOFFATT & NICHOL, INC., a California corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated March 14, 2019, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated September 5, 2019, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated April 8, 2019, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated July 16, 2020, as amended or supplemented by that certain Supplemental

Agreement No. 4 between CFX and CONSULTANT dated December 20, 2020 (collectively, “Agreement”); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant’s March 8, 2021 letter to CFX, which is attached hereto as Exhibit “A” and incorporated herein by reference (“Additional Services”). Exhibit “A” of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs remain unchanged at \$3,352,951.90.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$8,665.55.
 - c. The Subcontract Items remain unchanged at \$3,110,914.66 but is modified as follows:

•ESA	(\$9,437.39)
•Maser	\$9,437.39
 - d. The Allowance remains unchanged at \$0.00.
 - e. The Total Maximum Limiting Amount remains unchanged at \$6,472,532.11.


3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2021.06.29 10:48:07 -04'00'
Aneth Williams, Director of Procurement

MOFFATT & NICHOL, INC.

By: 
Print Name: Darrell Nance
Title: Vice President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura Kelly, Associate
General Counsel Digitally signed by Laura Kelly,
Associate General Counsel
Date: 2021.06.28 11:06:51 -04'00'

Diego "Woody" Rodriguez
General Counsel



MEMORANDUM

Date: March 9, 2021
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot W. Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001396
 CFX Project No. 429-153
 SR 429 Widening from West Road to SR 414
 Supplemental Agreement No. 5

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email on March 8, 2021 for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to transfer available funds between subconsultant firms to provide professional services for additional utility survey due to the extension of the project limits north of Binion Road.

The work authorization request is attached and additional costs are detailed below:

\$	0.00	Moffat and Nichol as Prime
(\$	9,437.39)	Reduction of fee from Subconsultant ESA
\$	9,437.39	Additional fee to <u>Subconsultant Maser</u>
\$	0.00	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$0.00.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry
File



1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746
(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

Exhibit "A"

3/15/2021

March 8, 2021

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Rd.
Orlando, FL 32807

Subject: SR 429 Widening from West Road to SR 414
Project No: 429-153
Supplemental Amendment 5

Dear Will:

Attached is our supplemental for additional services on the above referenced project.

This amendment addresses the following major components:

- Additional utility locates of the existing fiber optic line along SR 429.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William Terwilleger
William A Terwilleger, P.E.
Project Manager

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 429 WIDENING FROM
West Road to SR 414
Supplemental No. 5**

PROJECT NO. 429-153

IN ORANGE COUNTY, FLORIDA

March 8, 2021

Exhibit A

SCOPE OF SERVICES

1.0 GENERAL

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road to SR 414 to extend the project limits to north of Binion Road overpass. Additional elements include milling & resurfacing, drainage evaluation and design, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 429 inside widening from West Road to SR 414.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

The additional services will include additional locates for the fiber optic line along SR 429 where new jack and bores will be required.

4.4 Surveys and Mapping

G. Underground Utilities

- 1. Quality Level B Designating: Provide Utility Designates at
 - k) Provide Utility Designates at SR 429 Mainline – 0.5 miles x 1 utilities= 0.5 miles of DES
 - l) Provide Utility Locates for fiber optic along SR 429 mainline – 6 test holes requires to verify conflicts.



Exhibit A
5401 South Kirkman Road
Suite 475
Orlando, FL 32819
407.403.6300 phone
407.403.6301 fax

esassoc.com

3/15/2021

February 22, 2021


Bill Terwilleger, PE
Moffatt & Nichol
1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746
bterwilleger@moffattnichol.com

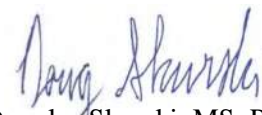
Subject: CFX Contract 429-153
ESA Fee Modification

Dear Mr. Terwilleger,

ESA has enjoyed our experience as a member of your team on the SR 429 widening design from West Ave to SR 414 for CFX. We have received your request to transfer \$9,437.39 of our Time and Materials budget to your survey sub-consultant, to facilitate their performance of additional work needed for completion of the project. To date, ESA's involvement in this project has been less than initially anticipated, and we don't expect we'll be tasked with enough permitting support work through the duration of this project, which is already at 90% design, to spend our entire T&M budget. We are in agreement with this requested budget transfer.

Sincerely,


Sandy Scheda Klaus, MS
Vice President


Douglas Skurski, MS, PWS
Project Manager

SUPPLEMENTAL AGREEMENT NO. 4
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 10th day of December, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX” and the consulting firm of MOFFATT & NICHOL, INC., a California corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated March 14, 2019, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and Consultant dated September 5, 2019, as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and Consultant dated April 8, 2019, as amended or supplemental by that certain Supplemental Agreement No. 3 between CFX and Consultant dated July 16, 2020, (collectively, “Agreement”); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's November 10, 2020 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$327,073.58 to \$3,352,951.90.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$8,665.55.
 - c. The Subcontract Items are adjusted upward by \$322,128.16 to \$3,110,914.66

as follows:

•Ardaman	\$65,102.55
•BASE	\$149,631.34
•DRMP	\$85,394.34
•EPG	\$6,849.79
•WBQ	\$15,150.14


- d. The Allowance remains unchanged at \$0.00.
 - e. The Total Maximum Limiting Amount is adjusted upward by \$649,201.74 to \$6,472,532.11.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2021.02.02 08:34:28 -05'00'
Aneth Williams, Director of Procurement

MOFFATT & NICHOL, INC.

By: 
Print Name: Darrell Nance
Title: Vice President

Approved as to form and execution for CFX's exclusive use and reliance.

Laura N. Kelly, Associate General Counsel
Digitally signed by Laura N. Kelly,
Associate General Counsel
Date: 2021.02.01 20:21:56 -05'00'
By: General Counsel

Diego "Woody" Rodriguez
General Counsel



MEMORANDUM

Date: November 13, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot W. Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001396
CFX Project No. 429-153
SR 429 Widening from West Road to SR 414
Supplemental Agreement No. 4

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email on November 10, 2020 for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional design and geotechnical services due to the extension of the project limits north of Binion Road and additional ITS, noise walls, signing & pavement marking, utility, and maintenance of traffic tasks.

The work authorization request is attached and additional costs are detailed below:

\$ 327,073.58	Moffat and Nichol as Prime
<u>\$ 322,128.16</u>	<u>Additional Subconsultant Fees</u>
\$ 649,201.74	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$649,201.74.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry
File



1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

Exhibit "A"

November 10, 2020

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Rd.
Orlando, FL 32807

Subject: SR 429 Widening from West Road to SR 414
Project No: 429-153
Supplemental Amendment 4

Dear Will:

Attached is our supplemental for additional services on the above referenced project.

This amendment addresses the following major components:

- Revising the traffic control scheme to allow for removal of all the existing pavement.
- Additional drainage structures and details required for new noise walls
- Additional structural services designing additional noise wall, overhead sign structures, lighting details, and other miscellaneous structure details.
- Additional geotechnical borings for the additional noise walls and signs.
- Additional ITS and lighting design.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William Terwilleger

William A Terwilleger, P.E.
Project Manager

Exhibit "A"

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 429 WIDENING FROM
West Road to SR 414
Supplemental No. 4**

PROJECT NO. 429-153

IN ORANGE COUNTY, FLORIDA

November 10, 2020

Exhibit A

SCOPE OF SERVICES

1.0 GENERAL

1.1 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road to SR 414 to extend the project limits to north of Binion Road overpass. Additional elements include milling & resurfacing, drainage evaluation and design, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.2 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 429 inside widening from West Road to SR 414.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

The additional services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road (Station 540+00) to north of the Binion Road overpass (Sta 572+35). Additional elements include milling & resurfacing, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.5 Geotechnical Investigation

- A. The work includes additional borings for structures and geotechnical design support relative to foundations for additional sign structures, noise walls and ITS. A total of 33 additional borings are included in this supplemental, as follows:
 - 19 borings to 40 feet deep for additional Sign Structures

Exhibit "A"

- 13 borings to 30 feet deep for additional Noise Walls
- 1 boring to 20 feet deep for an additional CCTV Camera Pole

For each boring the following additional services will be performed:

1. Perform site reconnaissance and utility clearance coordination relative to supplemental boring locations.
2. Perform SPT boring to described depths.
3. Visually examine all recovered soil samples in the laboratory utilizing the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples, including grain size analysis, Atterberg limits, organic content, natural moisture content, and corrosion series testing as appropriate.
4. Collect groundwater level measurements and estimate wet seasonal high groundwater tables.

The results of the additional subsurface soil exploration and laboratory testing program will be used to perform additional geotechnical engineering evaluation relative to foundation support for the additional sign structures, noise walls and CCTV camera pole. Findings will be presented in written reports per the established submittal schedule.

4.12 Roadway Design

- A. Traffic Control Analysis- Additional effort for revising the traffic control phasing for full depth milling of the existing mainline pavement.
- B. Traffic Control Design Files - Additional effort for e revising the traffic control phasing for full depth milling of the existing mainline pavement.
- C. Roadway Plans
 1. Typical Sections – revise details to show full depth pavement removal.
 2. Temporary Traffic Control Plan Sheets-additional sheets phase 3 to show the traffic shifted to new pavement to allow for full depth milling and resurfacing
 3. Temporary Traffic Typical Section Sheets- Additional typical sections required for phasing the full depth pavement removal for both normal crown and superelevated sections.

4.13 Structures Design

- A. The Consultant shall prepare designs and contract documents for structural design including retaining walls and miscellaneous structures. The additional services will include the following:
 1. Provide design and preparation of construction drawings / specifications for the construction of a new noise walls along varying

Exhibit "A"

locations of the project. Approximately 7,300 linear feet of new walls are needed.

2. Design of new cast in place concrete walls in the vicinity of the SR 429 over Ocoee Apopka Road new bridge. Four CIP wall locations have been determined, but additional walls seem to be needed to fit specific geometric constraints and aesthetic details. Four additional CIP walls may be needed.
3. Design of new temporary MSE walls for the construction of temporary ramps needed for maintenance of traffic. Two additional wall locations are needed.
4. Prepare custom foundation designs for the support of noise walls on MSE walls. Design of custom junction slabs is required at three different wall segments.
5. Provide additional aesthetic plans and details as needed based on the new wall additions.
6. The work outlined in items 1 thru 5 adds 46 new sheets to the plans

B. Extension of existing SR 429 over Gulf Cart Path culvert structure

1. Prepare plans and specifications to extend the existing culvert structure on the NB end. This work adds 4 sheets to the plans.

C. Design underdeck luminaire support

1. Design underdeck luminaire supports with a pipe and three rigid redundant supports equally spaced at 120 degrees. These supports are needed at 8 bridge sites, with a combination of existing and proposed decks, and a wide variety of beams/girders. Two connection bolt designs are required: cast-in-place bolts for proposed bridge decks, and undercut anchors for existing bridge decks.
2. These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.
 - 9.13 Quality Assurance/Quality Control
 - 9.15 Supervision
 - 9.16 Coordination
 - 18.30 Special Structures

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria.
- B. This supplemental agreement addresses the following scope additions.

Exhibit "A"

1. Remove and Replace existing light poles for CR 437A Ramp A, B, C, & D due to the profile changes and overbuild.
2. Intersection Lighting for West Road and CR437A.
 - o Note: Load center at interchange within 429-152 project. 429-152 project not addressing intersection lighting as assumed during scoping.
3. Remove and replace Existing Box Culvert Lighting Load Center and feeder cable. Update underdeck light fixtures. Existing system impacted by sound walls.
 - o Note: Load center not installed per as-builts and could not be field verified.
4. Provide Remote NEMA Cabinets Small, Medium, Large for all pendant hung underdecks within our lighting limits.
5. Re-lamping Non-Standard existing HPS Shoebox luminaires to LED for the Parking Lot luminaires at Toll Plaza
 - o Note: Request on previous 408-128 project during construction.

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

- 23.2 Lighting Design Analysis Report
- 23.5 Reference and Master Design Files
- 23.8 Quantities
- 23.14 Quality Assurance/Quality Control
- 23.16 Supervision
- 23.17 Coordination
- 24.3 Tabulation of Quantities
- 24.5 Pole Data, Legend and Criteria
- 24.8 Plan Sheet
- 24.9 Special Details
- 24.13 Quality Assurance/Quality Control
- 24.14 Supervision

4.17 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans for additional overhead signs
- B. Signing
 1. Design 6 new multi-post ground mounts calcs, 3 new sign panel designs includes panel design and guide sign worksheet. Also, an additional 10 overhead PTSU structure cross sections

4.22 Fiber Optic Network (FON)

- A. Fiber Optic Infrastructure Plans This supplemental agreement addresses the following scope additions.

Exhibit "A"

1. Addition of 1 WWDS at West Road (SB off-ramp)
2. Addition of 7 PTSU/lane control sites
3. Addition of 17 VSL Signs (17 co-located at PTSU/lane control sites, no standalone sites)
4. Addition of 6 Cabinet Replacement Sites (Hazardous Locations per CFX Maintenance replacement list)
5. Addition of 1 TMS (standalone site replacement at the 437A NB off-Ramp)
6. Addition of 3 DCS replacement sites (these 3 were previously scoped to remain/adjust only)
7. Addition of 1 WWDS relocate (Secondary RFB impacts at 437A NB off-Ramp)

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

- 33.9 Reference and Master ITS Design File
- 33.13 Quantities
- 33.19 Quality Assurance/Quality Control
- 33.20 Supervision
- 33.21 Coordination
- 34.6 Typical and Special Details
- 34.7 Plan Sheet
- 34.9 Fiber Optic Splice Diagrams
- 34.20 Quality Assurance/Quality Control
- 34.21 Supervision

SUPPLEMENTAL AGREEMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 16th day of July, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC. of Lake Mary, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14th day of March 2019, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's May 8, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.

2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:

a. The Salary Related Costs are adjusted upwards by \$575,563.97 at \$3,025,878.32.

b. The Direct Expenses (Lump Sum) remains unchanged at \$8,665.55.

c. The Subcontract Items are adjusted upwards by \$364,731.83 to \$2,788,786.50.

- Ardaman \$60,716.80
- BASE \$149,631.34
- DRMP \$61,138.02
- EPG \$72,735.41
- WBQ \$20,510.26

d. The Allowance is adjusted downward by \$276,965.43 to \$0.00.

The Total Maximum Limiting Amount is adjusted upwards by \$663,330.37 to \$5,823,330.37.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any


Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, electronically, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.07.16 15:05:51 -04'00'
Director of Procurement

MOFFATT & NICHOL, INC.

By:  Digitally signed by Darrell Nance
DN: cn=Darrell Nance, o=Moffatt & Nichol,
email=dnance@moffattnichol.com, c=US
Date: 2020.07.14 08:22:28 -04'00'
Title: Vice President
Print Name: Darrell Nance, PE

Approved as to form and execution, only.

Laura N. Kelly Digitally signed by Laura N. Kelly
Date: 2020.07.16 14:33:24 -04'00'
Associate General Counsel for CFX

<https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/429-153 SR 429 Widening West Road to SR 414/2 Contract/2.A Supplemental Agreements/SA 3/Moffatt 429-153 -SA3.docx>



MEMORANDUM

Date: May 11, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot W. Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001396
CFX Project No. 429-153
SR 429 Widening from West Road to SR 414
Supplemental Agreement No. 3

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email first on March 2, 2020 and then updated on May 8, 2020 (after GEC review) for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional design and geotechnical services due to the additional PTSU structures, ITS, lighting and bridge design for the box girder bridges over CR 437A.

The work authorization request is attached and additional costs are detailed below:

\$ 575,563.97	Moffat and Nichol as Prime
\$ 364,731.83	<u>Additional Subconsultant Fees</u>
\$ 940,295.80	Total Additional Subconsultant Fees
\$ 940,295.80	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$940,295.80.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry
File



1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746
(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

May 8, 2020

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Rd.
Orlando, FL 32807

Subject: SR 429 Widening from West Road to SR 414
Project No: 429-153
Supplemental Amendment 3

Dear Will:

Attached is our supplemental for additional services on the above referenced project.

This amendment addresses the following major components:

- Extending the project limits to north of the Binion Road overpass
- Additional structural services for replacing the existing SR 429 bridge over CR 437A using steel box girders
- Implementing the new arc hazard criteria
- Implementing the PTSU gantry structures

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

A handwritten signature in cursive script that reads 'William Terwilleger'.

William A Terwilleger, P.E.
Project Manager

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 429 WIDENING FROM
West Road to SR 414
Supplemental No. 3**

PROJECT NO. 429-153

IN ORANGE COUNTY, FLORIDA

May 8, 2020

Exhibit A

SCOPE OF SERVICES

1.0 GENERAL

1.1 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road to SR 414 to extend the project limits to north of Binion Road overpass. Additional elements include milling & resurfacing, drainage evaluation and design, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.2 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 429 inside widening from West Road to SR 414.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

The additional services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road (Station 540+00) to north of the Binion Road overpass (Sta 572+35). Additional elements include milling & resurfacing, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.5 Geotechnical Investigation

- A. The work includes, additional boring for structures and geotechnical design support relative to foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.

1. Perform site reconnaissance and utility clearance coordination relative to supplemental boring locations.
2. Perform 8 SPT borings and 4 auger borings spread between the existing ponds designated 200-3, 200-4 and 200-1A and Pond A, B2, B3, and 4 at the CR 437A interchange. Purpose of the borings is to explore the soil characteristics relative to poor pond performance
3. Conduct a total of 8 field permeability tests in the existing ponds (including 200-3, 200-4 and 200-1A) in order to explore the soil characteristics relative to poor pond performance
4. Perform a total of 20 SPT borings to a depth of 40 feet each for 10 new overhead sign structures required for the project. A mixture of cantilever and truss structures are proposed for a total of 20 new uprights with drilled shaft foundations.
5. Visually examine all recovered soil samples in the laboratory utilizing the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples, including grain size analysis, Atterberg limits, organic content, natural moisture content, and corrosion series testing as appropriate.
6. Collect groundwater level measurements and estimate wet seasonal high groundwater tables.
7. Conduct geotechnical engineering evaluation and provide findings relative to exploration and testing in Ponds 200-3, 200-4, and 200-1A. Provide geotechnical support relative to potential improvements.
8. Provide geotechnical engineering evaluation and support relative to the new sign structure foundation support.

4.12 Roadway Design

A. Horizontal/Vertical Master Design Files

1. Extend project limits approximately 3,240 ft through the SR 414 interchange to maintain 3 lanes of traffic.
2. Cross Section Design Files- Additional cross sections for extended project limits

B. Traffic Control Analysis- Additional effort for extended project limits

C. Traffic Control Design Files - Additional effort for extended project limits

D. Roadway Plans

1. Profile Sheet-additional sheets required for extended project limits
2. Plan Sheet - Additional sheets required for extended project limits
3. Cross Sections- Additional cross sections required for extended project limits
4. Temporary Traffic Control Plan Sheets-additional sheets required for extended project limits
5. Temporary Traffic Control Cross Section Sheets- Additional cross sections required for extended project limits

4.13 Structures Design

- A. The Consultant shall prepare designs and contract documents for structural design including, new bridge designs for SR 429 bridge over Ocoee Apopka Road. The design shall use steel box girders. The additional services will include the following:
1. Provide design and preparation of construction drawings / specifications for the construction of a new steel box girder bridge with complex geometry due to span length, variable beam spacing and skew.
 2. Design and load rate the new steel box bridge structure for three (3) construction phases with different loading conditions.
 3. Prepare final and temporary bracing details needed for the bridge stability at each construction phase. Includes analysis of differential deflection, beam camber and concrete closure pours.
 4. Provide erection sequence plans with temporary structure supports for each construction phase
 5. Design and load rate new steel box girder bridge for the final condition.
- B. Evaluation of existing bridge approach retaining walls:
1. Review and analyze the existing retaining walls for possible extension due to the increase height of the new roadway profile. The existing walls consist of a soldier steel pile and wood lagging system with tieback anchors and a 12-in concrete fascia panel. This proprietary wall system was a redesign of the proposed steel sheet pile and tieback wall system shown on the previous project contract plans. The design was performed by Schnabel Foundation Company. The review analysis includes the following:
 2. Verification of the capacity of the existing tieback anchors subject to additional surcharge load at approximately 15 segments of the existing walls. The existing wall segments differ in wall height, tieback length and tieback location from top of wall.
 3. Design and evaluation of a similar wall system following the current walls alignment placing new soldier piles and tiebacks between the existing. The existing soldier pile and tieback anchors are spaced at 8-ft centers.
 4. Evaluation of a three-tier wall system to reduce impact on the existing tieback anchors. Options include MSE walls and/or cast in place walls.
- C. Sign structures: New structures required for the PTSR.
1. Original estimates were based on preliminary CSP, use of existing structures and use of FDOT standards for new. Conceptual Signing Plans (CSP) for the project was updated based on part time shoulder

use (PTSU). This supplement incorporates efforts associated with the proposed changes to the signing based on the new Conceptual Signing Plans (CSP) and implementation of the new PTSU Sign Structures guide standards. Following items are covered under this SA:

2. Reduced overhead cantilever structures from 8 to 5
3. 5 new half span PTSU structures with dual column supports in the median
4. 8 half spans with shared dual column support in the median
5. 4 Type 4 PTSU's with horizontal truss below tri-chord and dual column supports in the median
6. Implement the guide standards (32 sheets) and complete associated table of variables covering the different gantry types
7. We anticipate combination of FDOT Mathcad programs and use finite element programs for analysis, design and detailing.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
 1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
 2. Two additional ponds for extension (no routing). Treatment and attenuation calculations will be prepared for the 2 existing ponds.
 3. Extend drainage maps.
 4. Additional structures for project extension.
 5. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: Ponds 200-3 and 201-A infiltration, Pond 200-1 grading.
 6. A pond siting report is not required.
 7. Assumes ponds will not need modifications for permitting criteria. Modifications required for permitting shall be added to the scope by Supplemental Agreement.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
 1. Connector pipes
 2. Drainage structure details
 3. Storm drain and culvert profiles and/or drainage cross-sections
 4. Lateral ditches/channels
 5. Outfall ditches/channels
 6. Retention/detention ponds/exfiltration system
- C. CR 437A Interchange Modifications

1. Analysis and redesign for Ponds within the 437A interchange to account for the new wall locations. The following ponds will be included Pond A, B-1, B-2, B-3, C, D, 4.
2. Review and analysis of existing storm drain and offsite bypass drainage along CR 437A.
3. Additional structures to modify existing drainage basins.
4. Pond details for revised Pond A, B-1, B-2, B-3, C, D, and 4. Grading modifications (6) and control structures (4). No revisions to control structure or grading for Pond 5.

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria to extend the project limits to Sta 572+35.
- B. This supplemental agreement addresses the following scope additions.
 1. Project extension to the north on SR 429.
 2. Box girder lighting for CR 437A bridge.
 3. PTSU Lane Control Overhead Sign Lighting.

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

- 23.2 Lighting Design Analysis Report
- 23.5 Reference and Master Design Files
- 23.8 Quantities
- 23.14 Quality Assurance/Quality Control
- 23.16 Supervision
- 23.17 Coordination
- 24.3 Tabulation of Quantities
- 24.5 Pole Data, Legend and Criteria
- 24.8 Plan Sheet
- 24.9 Special Details
- 24.13 Quality Assurance/Quality Control
- 24.14 Supervision

- C. The following steps are involved in detailed arc flash hazard analysis:
 1. Identify the locations of lighting load centers at the power service-entrance locations. Conduct a field visit to obtain any necessary data required for the arc flash hazard analysis.
 2. Data Collection
 3. Obtain the feeder conductor sizes and lengths starting the utility transformer and continuing to all devices included in the arc flash analysis.
 4. Obtain all circuit breaker and fuse amperage, manufacturer, model, and trip unit settings.

5. Utility Information - – Coordination is required with the local power company to gather technical information on their transformer including impedance, KVA rating, operating voltage, service voltage configuration and available fault current.
6. Prepare a One-Line Diagram of the system for each individual power service-entrance location. The results of analysis such as short circuit studies and arc flash hazard assessment shall be placed on the diagram.
7. Perform a short Circuit Study – Calculate the short circuit current in symmetrical RMS amperes for all buses or equipment, and for each possible operation mode.
8. Calculate arc current for every required equipment or bus.
9. Estimate arcing time by plotting Time-Current Curve and obtaining the trip time of branch and main circuit breakers.
10. Estimate arc flash incident energy for the equipment at the given distances. Evaluate incident energy for each type of possible connection and arc current changing through the series of breaker operations.
11. Determine the arc flash boundary.
12. The arc flash hazard analysis shall be documented in a detailed report. The report should include the following:
 - a. The name of person performing the assessment
 - b. The date of assessment.
 - c. All data collected and used in the assessment, including protective device settings.
 - d. Assumptions used in the absence of data.
 - e. The name of the software and the revision.
13. Provide documentation for all results related to incident energy and arc flash boundary for each equipment.
14. Arc Flash Labeling – Arc flash labels are to be placed on exterior cover of equipment at the power service-entrance locations. Equipment like, (a) Non-fused disconnect switch on the line side of meter, (b) service-entrance rated overcurrent protection device, (c) electrical distribution cabinet. Arc flash labels should be located in a place that is easily visible and readable from some distance. The label shall include nominal voltage, arc flash boundary, and site-specific level of personal protection equipment, minimum arc rating of clothing, available incident energy and the corresponding working distance. The labels shall be included in both the contract drawings and design documentation report.

4.17 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with

the local electric utility.

B. Signing

1. Truss locations (Interim/Ultimate) – PTSU gantries and type are marked on the latest CSP (10 new overhead structures). Gantry uprights (to the outside) are to be installed at the interim location, either outside the clear zone or guardrail setback requirements.

C. Median barrier connections - Construct now based on dead load, wind load, equipment. Dewberry to provide bolt pattern, bolt size, and loads, EORs to design foundation based on soils.

D. Pavement markings

E. Striping – Use Solid yellow like normal for inside edge of GP lanes (no additional striping/chevrons for shoulder).

F. Rumble strips – Place at current standard offset of 18” from GP lanes (this will be in future PTSU lane).

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans This supplemental agreement addresses the following scope additions.

1. Project extension to the north on SR 429.
2. PTSU Lane Control ITS equipment/infrastructure.

These scope additions require additional work within the following project activity tasks. Refer to staff hours for additional information.

- 33.7 Existing ITS System
- 33.9 Reference and Master ITS Design File
- 33.13 Quantities
- 33.19 Quality Assurance/Quality Control
- 33.20 Supervision
- 33.21 Coordination
- 34.6 Typical and Special Details
- 34.7 Plan Sheet
- 34.9 Fiber Optic Splice Diagrams
- 34.20 Quality Assurance/Quality Control
- 34.21 Supervision

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 8th day of April, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC. of Lake Mary, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14th day of March 2019, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's December 16, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs remains unchanged at \$2,450,314.35.
 - b. The Direct Expenses (Lump Sum) remains unchanged at \$8,665.55.
 - c. The Subcontract Items are adjusted upwards by \$96,523.54 to \$2,424,054.67.
 - MASER \$96,523.54
 - d. The Allowance is adjusted downward by \$96,523.54 to \$276,965.43.

The Total Maximum Limiting Amount remains unchanged at \$5,160,000.00.

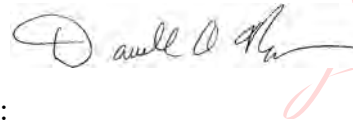
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in triplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.04.08 16:15:26 -04'00'
Director of Procurement

MOFFATT & NICHOL, INC.


Digitally signed by Darrell Nance
DN: cn=Darrell Nance, ou=Moffatt & Nichol,
email=dnance@moffattnichol.com,
c=US
Date: 2020.04.08 08:44:11 -04'00'

Witness: _____

By: _____

Print Name: Darrell Nance

Title: Vice President

Approved as to form and execution, only.


Diego "Woody"
Rodriguez Digitally signed by Diego
"Woody" Rodriguez
Date: 2020.04.08 15:10:10 -04'00'

General Counsel for CFX

<https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/429-153 SR 429 Widening West Road to SR 414/2 Contract/2.A Supplemental Agreements/SA 2/Final/Moffatt 429-153 -SA2.docx>



MEMORANDUM

Date: January 21, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot W. Evans, PE 
Subject: Design Consultant Services - Contract 001396
CFX Project No. 429-153
SR 429 Widening from West Road to SR 414
Supplemental Agreement No. 2

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email first on December 19, 2019 and then updated on January 20, 2020 (after GEC review) for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional survey and geotechnical services due to the extension of the project limits and additional existing drainage structures encountered in the field.

The work authorization request is attached and additional costs are detailed below:

\$ 0.00	Moffat and Nichol as Prime
<u>\$ 96,523.54</u>	<u>Additional Subconsultant Fees (Maser)</u>
\$ 96,523.54	Total Additional Subconsultant Fees
\$ 96,523.54	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$96,523.54.

Should you have questions or need additional information, please call me at 321.354.9757.

cc:

Keith Jackson, PE Dewberry
File



1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746
(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

December 16, 2019

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Rd.
Orlando, FL 32807

Subject: SR 429 Widening from West Road to SR 414
Project No: 429-153
Supplemental Amendment 2 (Additional Survey for extended project limits)

Dear Will:

Attached is our supplemental for additional survey for extending the project limits for this project in order to carry the proposed three-lane typical section through the SR 414 interchange and tie into the existing three-lane section to the north.

This amendment addresses obtaining the additional survey required to complete this design.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William A Terwilleger, P.E.
Project Manager

EXHIBIT "A" SCOPE OF SERVICES

27 SURVEY

27.3 Alignment and/or Existing Right of Way (R/W) Lines

Tie Sufficient R/W & CL to Verify position of Alignment and R/W for additional 0.6 miles

27.5 Reference Points

Edit CTL/PNC sheets to account for 0.6 additional miles of ROW Determination

27.6 Topography/Digital Terrain Model (DTM) (3D)

24 acres of off topo survey and DTM including landscape areas in median and wooded areas along right of way

27.10 Underground Utilities

- Quality Level B Designating: Provide Utility Designates at
 - a. SR 429 Mainline – 0.6 miles x 2 utilities = 1.2 miles of DES
 - b. CFX will designate their FON, electrical and toll facilities within the SR429 ROW throughout project limits
 - c. Designating efforts include all other utilities except the CFX designated facilities

- Locates for verification of QLB and non-tuneable: Total Test Hole Bank:70
 - a. Laterals crossing mainline and misc. locations as needed to confirm utility alignment = 2

27.15 Pond Site Survey

3D DTM Survey of 2 Pond Bottoms.

27.18 Geotechnical Support

Perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

27.27 Work Zone Safety

Provide work zone as required by CFX standards.

27.28 Miscellaneous Surveys

Survey to map all utilities marked by CFX (FON & lighting)

27.30 Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

27.31 Field Review

Perform verification of the field conditions as related to the collected survey data.

27.33 Quality Assurance/Quality Control (QA/QC)

Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

27.34 Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the CFX Surveying Office.

27.35 Coordination

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the CFX Surveying Office.

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN

SR 429 Widening from West Road to SR 414

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 5th day of SEPTEMBER, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of MOFFATT & NICHOL, INC. of Lake Mary, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14th day of March 2019, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's July 29, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs remains unchanged at \$2,450,314.35.
 - b. The Direct Expenses (Lump Sum) remains unchanged at \$8,665.55.
 - c. The Subcontract Items are adjusted upwards by \$9,154.52 to \$2,327,531.13.
 - Page One (\$229,592.81)
 - NADIC \$238,747.33
 - d. The Allowance is adjusted downward by \$9,154.52 to \$373,488.97.

The Total Maximum Limiting Amount remains unchanged at \$5,160,000.00.


3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in triplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

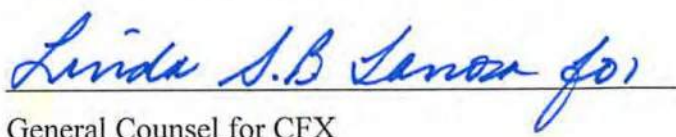
By: 
Director of Procurement

MOFFATT & NICHOL, INC.

Witness: 
Print Name: Bill Terwilliger

By: 
Title: VICE PRESIDENT

Approved as to form and execution, only.


General Counsel for CFX

\\dfsprd1\Store\Departments\Engineering\General\429-153 SR 429 Widening West Road to SR 414\2 Contract\2.A
Supplemental Agreements\SA 1\Moffatt 429-153 -SA1.docx



MEMORANDUM

Date: August 12, 2019
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot W. Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001396
CFX Project No. 429-153
SR 429 Widening from West Road to SR 414
Supplemental Agreement No. 1

Comments:

I have reviewed the fee sheet and scope of services submitted by Moffat and Nichol, Inc. provided via email first on July 11, 2019 and then updated on July 25, 2019 (after GEC review) for the SR 429 Widening from West Road to SR 414 design project. This requested contract amendment is to provide professional services for additional geotechnical services due to the change of subconsultant and design approach.

The work authorization request is attached and additional costs are detailed below:

\$ 0.00	Moffat and Nichol as Prime
(\$ 229,592.81)	Removal of Page One as Subconsultant - Budget Remaining
<u>\$ 238,747.33</u>	<u>Addition of Nadic as Subconsultant</u>
\$ 9,154.52	Total Additional Subconsultant Fees
\$ 9,154.52	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$9,154.52.

Should you have questions or need additional information, please call me at 321.354.9757.

cc:

Keith Jackson, PE Dewberry
File



1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax: (407) 562-2031
www.moffattnichol.com

July 29, 2019

Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

**Subject: RE: SR 429 Widening West Road to SR 414
Supplemental Agreement No. 1**

Dear Will:

As you are aware Page One has recently been acquired by NV5, a non-DBE firm. Continuing to utilize NV5 to complete roadway geotechnical services will affect our commitment to CFX to provide 20% DBE participation.

In addition, Rachel Andre is no longer working for Page One and would not be able to lead their efforts on this project as originally proposed. In order to fulfill our commitments to CFX, we have terminated the current subconsultant contract with Page One Consultants, Inc. and request to add Nadic Engineering Services, Inc. to provide roadway geotechnical services. They are well known to CFX and are a DBE certified firm. Dr. Godwin Nnadi, P.E. will lead their efforts. Dr. Godwin has worked on many CFX projects and is very familiar with your procedures.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

A handwritten signature in blue ink that reads "William A. Terwilleger".

William A Terwilleger, P.E.
Project Manager

July 11, 2019
(Revised July 23, 2019)

Moffatt & Nichol
1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

Attention: Mr. Bill Terwilleger, P.E.

RE: Fee Proposal for Geotechnical Investigations
S.R. 429 Widening
From West Road to S.R. 414
Orange County, Florida
CFX Project No: 429-153, S.A. #1
Nadic Project No.: PR. Geo.Re19024

Dear Mr. Terwilleger:

Nadic Engineering Services, Inc. (NADIC) pleased to submit this revise Fee Proposal for geotechnical engineering services based on the scope of services agreed upon with Central Florida Expressway Authority (CFX) and per discussion with you on June 25, 2019 as well as your emails dated June 25, 2019, July 2, 2019 and July 11, 2019, on above referenced project. We understand that the project will consist of the following elements:

- SR 429 mainline and ramp widening from West Road to State Road 414 (Maitland Boulevard Extension), approximate mainline length of 4.07 miles (21,500 linear feet), approximately 6,000 linear feet of ramps and 3,000 linear feet extension to Binion Road
- 12 bridge widening, including West Orange Trail Bridge, McCormick Road Bridge, Ocoee Apopka Road Bridge, SR 414 Bridge, and SB Exit Ramp Bridge to SR 414
- Signs and ITS poles
- Permanent retaining walls, Temporary Critical walls and Sound walls
- Roadway and Ramp widening
- Stormwater management pond modifications with project right of way
- Milling and resurfacing along the entire project limits.

Nadic scope of services is to perform geotechnical services for roadway widening only.

Geotechnical Project Approach:

The geotechnical evaluation will begin with a review of all available project information, and the proposed geotechnical exploration program. Additional resources include the Orange County Soil Survey, published Geological Surveys and bulletins and any other pertinent information that could be provided by the Central Florida Expressway Authority (CFX), including construction records. We will also conduct a field reconnaissance to assess conditions with respect to the anticipated geotechnical exploration and project construction.

The field-testing program will include Standard Penetration Test (SPT) borings, auger borings and muck probing where necessary. Nadic will stake the borings and obtain utility clearance prior to field exploration. Laboratory testing will be completed on selected soil samples in accordance with ASTM Standards and the project scope of services and will include organic and moisture content testing, sieve analysis, and Atterberg limit testing.

Field reconnaissance trips have been conducted to evaluate maintenance of traffic (MOT) and property access concerns for the field exploration program. Based on the reconnaissance performed, MOT is a major issue and public safety will be the first consideration. CFX and FDOT policies will be strictly enforced to insure public safety and compliance with the CFX and FDOT MOT procedures. If possible, our field work efforts will be conducted during off peak hours to minimize disturbance to motorists.

Our services for this project will consist of providing geotechnical engineering in general accordance with the Florida Department of Transportation (FDOT) and CFX requirements. Nadic's services will include field exploration, analysis evaluation, and development of engineering recommendations. This includes the following:

1. Coordination with Design Project Manager.
2. Coordination of boring locations, including field reconnaissance, mark boring locations at the site. Coordinate utility clearance and meetings with utility locators.
3. Obtain the necessary local permit for MOT and drilling.
4. Mobilization of truck and track mounted drill rig and men.
5. Perform field exploration for 510 roadway borings. For inside mainline widening, boring spacing is every 200 linear feet and one (1) boring per station for outside embankment widening.
6. Provide maintenance of Traffic (MOT) during the drilling operations.
7. Obtain eight bulk samples for limerock bearing ratio (LBR) tests
8. Perform muck probing, where appropriate
9. Visually examine all recovered soil samples and perform laboratory tests on selected representative soil samples. The laboratory testing will include sieve analysis, Atterberg limits, organic content, natural moisture content, and corrosion series test determinations, as appropriate.
10. Collect groundwater level measurements and estimate normal wet seasonal high groundwater tables. Existing groundwater will be obtained after sufficient time has elapsed for water table to stabilize and the estimated seasonal high groundwater will be based on the encountered soil stratigraphy, groundwater levels, USDA/NRCS information, review of rainfall data, review of roadway plans if available, and past experience with similar soil conditions.

11. Incorporate the results of the field testing in a formal geotechnical report.

The results of the field exploration and laboratory tests will be used in performing engineering evaluations and developing recommendations for design and construction of the final engineering design for the proposed Buck Road Bridge Replacement. Final reports including geotechnical design parameters and recommendations will be submitted per the requirements of the Scope of Services. Final report will incorporate results of the geotechnical information provided by Orange County Public Works Department on preliminary report prepared for this project as well as any additional field or laboratory test results and any special provisions for the contract plans.

Cost Estimate:

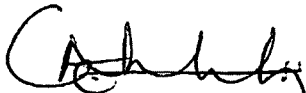
In accordance with the proposed scope of services and unit prices we estimate the total cost of our services based on total work effort and total staff hours to be **\$238,747.33**.

In accordance with CFX policy, we will not exceed the amount above without authorization from you. Our price will adhere to the attached fee schedule and remain under the authorized upset limit.

We sincerely appreciate the opportunity of submitting this fee proposal, and look forward to working with you, M&N and CFX once again. Please do not hesitate to contact the undersigned if you have any questions or if you need additional information.

Sincerely,

NADIC ENGINEERING SERVICES, INC.



Godwin N. Nnadi, Ph.D., P. E.
Principal Engineer

Z:\Roadway\GNnadi\CFX\SR429_West Rod-SR 414_PR. Geo.Re19024

Attachment:

FDOT Spreadsheet: Work effort and Staff Hour - Geotechnical
Attachment A – Computation of Geotechnical Cost – Roadway

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
MOFFATT & NICHOL, INC.**

SR 429 WIDENING FROM WEST ROAD TO SR 414

CONTRACT NO. 001396, PROJECT 429-153

CONTRACT DATE: MARCH 14, 2019

CONTRACT AMOUNT: \$5,160,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGREEMENT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, DETAILS OF COSTS AND FEES,
PROJECT ORGANIZATIONAL CHART, PROJECT
LOCATION MAP, AND SCHEDULE**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF
COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION
MAP, AND SCHEDULE**

FOR

SR 429 WIDENING FROM WEST ROAD TO SR 414

DESIGN SERVICES

**CONTRACT NO. 001396
PROJECT 429-153**

MARCH 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
AG	Agreement
A	Exhibit "A", Scope of Services
B	Exhibit "B", Method of Compensation
C	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart
E	Exhibit "E", Project Location Map
F	Exhibit "F", Schedule
G	Exhibit "G", Potential Conflict Form

Table of Contents

1.0.	DEFINITIONS.....	1
2.0.	SERVICES TO BE PROVIDED.....	1
3.0.	TERM OF AGREEMENT AND RENEWALS.....	2
4.0.	PROJECT SCHEDULE.....	2
5.0.	PROFESSIONAL STAFF.....	3
6.0.	COMPENSATION.....	4
7.0.	DOCUMENT OWNERSHIP AND RECORDS.....	5
8.0.	COMPLIANCE WITH LAWS.....	7
9.0.	WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE.....	7
10.0.	TERMINATION.....	7
11.0.	ADJUSTMENTS.....	8
12.0.	HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY.....	8
13.0.	INFRINGEMENT OF PATENTS AND COPYRIGHTS.....	9
14.0.	INSURANCE.....	10
15.0.	COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS.....	12
16.0.	CONFLICT OF INTEREST AND STANDARD OF CONDUCT.....	12
17.0.	DOCUMENTED ALIENS.....	13
18.0.	E-VERIFY CLAUSE.....	13
19.0.	INSPECTOR GENERAL.....	14
20.0.	PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT.....	14
21.0.	COMPANIES PURSUANT TO SECTION 287.135 AND 215.473.....	14
22.0.	AVAILABILITY OF FUNDS.....	15
23.0.	AUDIT AND EXAMINATION OF RECORDS.....	15
24.0.	GOVERNING LAW AND VENUE.....	16
25.0.	NOTICE.....	16
26.0.	HEADINGS.....	17
27.0.	CONTRACT LANGUAGE AND INTERPRETATION.....	17
28.0.	ASSIGNMENT.....	17
29.0.	SEVERABILITY.....	17
30.0.	INTEGRATION.....	18
31.0.	ATTACHMENTS.....	18

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

THIS AGREEMENT, made and entered into this 14th day of March 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Moffatt & Nichol, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 1025 Greenwood Boulevard, Suite 371, Lake Mary, FL. 32746.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR429 Widening from West Rd. to SR 414 identified as Project No. 429-153 and Contract No. 001396.

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

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

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

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with five one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

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

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

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

5.0. PROFESSIONAL STAFF

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

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

BASE Consultants, Inc. (Class I)	DRMP, Inc. (Class I)
Environmental Science Associates (Class I)	EPG Engineering (Class I)
Maser Consulting P.A. (Class I)	WBQ Design & Engineering, Inc. (Class I)
Ardaman & Associates, Inc. (Class II)	Maser Consulting P.A. (Survey) (Class II)
Page One Consultants, Inc. (Class II)	

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$5,160,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5)

years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 1025 Greenwood Boulevard, Suite 371, Lake Mary, FL. 32746.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

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

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for

work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

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

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

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

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

14.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

14.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

14.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

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

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

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

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

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

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

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

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

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

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

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

17.0. DOCUMENTED ALIENS

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

The obligations in Section 17.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

18.0. E-VERIFY CLAUSE

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

the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

19.0. INSPECTOR GENERAL

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

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

- 21.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 21.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 21.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

- 21.4. been engaged in business operations in Cuba or Syria; or
- 21.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

22.0. AVAILABILITY OF FUNDS

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

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

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

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

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

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

disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

23.6 The obligations in Section 23.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. NOTICE

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

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

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

Attn: General Counsel

To CONSULTANT: Moffatt & Nichol, Inc.
1025 Greenwood Boulevard, Suite 371
Lake Mary, FL. 32746
Attn: Bill Terwilleger, P.E.

Moffatt & Nichol, Inc.
1025 Greenwood Boulevard, Suite 371
Lake Mary, FL. 32746
Attn: Darrell Nance, P.E.

26.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

27.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

28.0. ASSIGNMENT

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

29.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or

provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

30.0. INTEGRATION

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

31.0. ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on March 14, 2019.

MOFFAT & NICHOL, INC.

BY: 
Authorized Signature

Print Name: ERIC NICHOL

Title: PRESIDENT / CEO

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.


General Counsel for CFX

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Director of Procurement

Print Name: Aneth Williams

Effective Date: _____

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EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 429 WIDENING FROM
West Road to SR 414**

PROJECT NO. 429-153

IN ORANGE COUNTY, FLORIDA

February 25, 2019

Exhibit A
SCOPE OF SERVICES

TABLE OF CONTENTS

<u>Description</u>	<u>Page No. A-</u>
1.0 GENERAL.....	5
1.1 Location.....	5
1.2 Description	5
1.3 Purpose	5
1.4 Organization	5
1.5 Term of Agreement for Design Services.....	6
2.0 STANDARDS	6
3.0 DESIGN CRITERIA	7
3.1 General	7
3.2 Geometry.....	7
3.3 Bridge and Other Structures	10
4.0 WORK PERFORMED BY CONSULTANT	11
4.1 Design Features	11
4.2 Governmental Agencies	11
4.3 Preliminary Design Report - Review	11
4.4 Surveys and Mapping.....	14
4.5 Geotechnical Investigation.....	17
4.6 Contamination Impact Analysis	18
4.7 Pavement Design.....	18
4.8 Borrow Pits.....	18
4.9 Governmental Agency and Public Meetings.....	19
4.10 Environmental Permits	19
4.11 Utilities	20
4.12 Roadway Design	21
4.13 Structures Design	22
4.14 Drainage Design.....	24
4.15 Roadway Lighting	25
4.16 Traffic Engineering	26
4.17 Signing and Pavement Marking Plans.....	27

4.18	Signalization Plans	27
4.19	Right-of-Way Surveys.....	28
4.20	Cost Estimates	28
4.21	Special Provisions and Specifications	28
4.22	Fiber Optic Network (FON).....	28
4.23	Toll Plazas.....	33
4.24	Post-Design Services.....	33
5.0	MATERIALS FURNISHED BY CFX OR ITS DESIGNEE.....	35
5.1	Record Documents	35
5.2	Traffic Data	36
5.3	Other.....	36
6.0	WORK PERFORMED BY CFX OR ITS DESIGNEE.....	36
6.1	Right-of-Way Acquisition.....	36
6.2	Utility Agreements	36
6.3	Public Involvement	36
6.4	Contracts and Specifications Services.....	36
6.5	Post-Design Services.....	36
6.6	Environmental Permits.....	37
6.7	Conceptual Specialty Design	37
7.0	ADMINISTRATION.....	37
7.1	Central Florida Expressway Authority.....	37
7.2	CFX's Project Manager.....	37
7.3	Consultant.....	38
7.4	Project Control	38
7.5	Work Progress.....	39
7.6	Schedule	39
7.7	Project Related Correspondence	39
7.8	Quality Control.....	39
7.9	Consultant Personnel.....	40
7.10	Site Visit.....	40
7.11	Acceptability of the Work	40
7.12	Design Documentation	40
7.13	Reviews and Submittals	41
7.14	30% Roadway Plan Submittal.....	43
7.15	30% Bridge and Structural Plan Submittal.....	44

7.16	60% Roadway Plan Submittal.....	44
7.17	90 % Bridge and Structure Plan Submittal.....	46
7.18	90% Roadway Plan Submittal.....	46
7.19	100% Roadway, Bridge, Structural and Right-of-Way Plans.....	47
7.20	Pre-Bid Plans.....	47
7.21	Bid Set.....	47

1.0 GENERAL

1.1 Location

- A. See EXHIBIT “E”, Project Location Map.

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road to SR 414. Specifically, the project consists of widening to the inside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width (closed 40’ median with median barrier). All mainline bridges within the project limits, W. Orange Trail, McCormick Road, Ocoee Apopka Road, SR 414, and the SB exit ramp to SR 414 will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Also included is replacing the existing mainline bridges at CR 437A with a new single span bridge including raise mainline profile for increased depth of structure. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 429 inside widening from West Road to SR 414.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX’s Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

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

1.5 Term of Agreement for Design Services

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

- 1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

- 2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:

- 1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
- 2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.
- 3. The FDOT Design Manual, latest edition, shall be used for this project.
- 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.
6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.1 General

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

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

3.2 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
Lane Drop Tapers			
Transitions	70:1	50:1	

	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

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

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

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

Right of Way

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

3.3 Bridge and Other Structures

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

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road (Station 326+50 +/-) to north of the SR 429 bridge over the SB exit ramp to SR 414 (Station 540+00). Specifically, the project consists of widening to the inside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits, W. Orange Trail, McCormick Road, Ocoee Apopka Road, SR 414, and the SB exit ramp to SR 414 will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Also included is replacing the existing mainline bridges at CR 437A with a new single span bridge including raise mainline profile for increased depth of structure. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization (if needed), ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 Governmental Agencies

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

4.3 Preliminary Design Report - Review

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

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

layout for the project.

B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items:

1. Horizontal sight distance and outside widening through first horizontal curve
2. Potential tier wall along Golf Course for flattening slopes
3. Possible redesign of the interchange at CR 437A, including replace existing bridges
4. MSE walls at McCormick Road, settlement issues, pipe inspection
5. Concrete pavement widening at Toll Plaza
6. McCormick Road bridge constraint due to 69KV line
7. Pavement analysis
8. Expressway Median treatment
9. Hydroplane analysis
10. Lane Drop Analysis at SR 429 and SR 414 Interchange
 - a. Provide alternative analysis for the mainline and ramp connections at the SR 414 interchange detailing the operational results of a No-Build and Build scenarios using comparative analysis. The Build scenario includes carrying a lane drop thru the SR 414 interchange. The No-Build and Build scenarios will be tested in an existing year, an interim year, and a horizon year. The specific existing, interim, and horizon years shall be determined in discussions with CFX staff.
 - b. If the existing, interim, and horizon years for the lane drop analysis are determined to be different from the years provided by CFX, M&N will perform a straight-line interpolation between the available years to produce the traffic for the target years. If any targeted year is outside of the traffic years provided by CFX, M&N will reduce or grow the traffic from the provided year by 2 percent per year to the targeted year.
All Daily traffic (AADT) provided, or interpolated, shall be converted to peak hour volumes using peak hour factors derived from provided counts, or using factors recommended by CFX staff.
 - c. Traffic entering and exiting the mainline using the SR 414 interchange will be assigned using existing count percentages. M&N will review current travel demand model future runs to determine if land use adjacent to the SR 414 interchange requires the split of traffic entering and exiting the mainline to be adjusted.

Any assumption that changes the future percentages of entering and exiting traffic from the interchange will be documented.

- d. M&N will develop a No-Build traffic operations model in Synchro. The limits of the model shall include the on and off ramps to SR 414 to the north, and the on and off ramps on the north side of Ocoee Apopka Road to the south. The model shall include all ramps at the SR 414 interchange, and part of SR 414. The No-Build existing year model shall be calibrated using field observations of existing queuing and operations.
- e. After the No-Build existing year model is deemed to provide a reasonable base for analysis, a Build model shall be produced by utilizing the No-build model and performing editing to create the Build scenario. Both models will be updated for the future years by updating the traffic based on the future years traffic forecast. Because the improvement being tested in the Build scenario will not induce traffic demand, or change the travel route, both the No-Build and the Build models shall utilize the same traffic forecasts and the same entering and exiting traffic assignments.
- f. M&N will output Measures of Effectiveness (MOEs) from the No-Build and Build models for performing comparative analysis. The MOEs will be documented for each scenario, for each year, and the differences shall be noted.
The comparative analysis shall include a matrix of MOEs by scenario and year that highlights the differences in performance. A narrative will also be provided that details the operations indicated from the Synchro traffic simulation runs.
- g. M&N will prepare a traffic operations analysis technical memorandum including the results of microscopic simulation analyses. The memorandum will include all traffic, assumptions, and traffic assignments. The memorandum will include traffic figures showing the daily and peak hour traffic utilized for the Build and No-Build scenarios for the existing, interim, and future years. A digital copy of the Draft Technical Memorandum will be prepared for CFX staff to review and revised based on any comments provided. The comments provided by CFX staff on the Draft Technical Memorandum will be addressed in the Final Technical Memorandum.

4.4 Surveys and Mapping

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

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

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

- B. Alignment

Right of Way dgn/geopak files and alignment dgn/geopak files (as available) to be provided to design team by CFX. Calculate/Locate Alignment and R/W for construction purposes. Alignment and R/W will not be set/staked in field. Alignment will be referenced by station and offset of control established in 27.1 and 27.2 and included in CTL/PNC sheets prepared in 27.5.

- C. Reference Points

1. Utilize Right of Way dgn/geopak files and alignment dgn/geopak files (as available) provided to design team by CFX, control established in Task 27.1 and Task 27.2 and alignment/RW from Task 27.3. Prepare CTL/PNC sheets for Design Plans (mainline and side streets)

- D. Bench Levels

1. Bench marks are included on control points

- E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1" = 50' display scale shall be conducted by the Consultant.
2. Topographic survey will extend from the edge of paved shoulder to toe of slope and/or right of way fence. Provide DTM to existing or R/W throughout the corridor.

3. The Consultant will obtain existing pavement elevations and cross slopes along the inside travel lane and outside travel lane every 100'.
4. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM.
5. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.
6. Water Retention Areas/Floodplain Compensation Ponds –survey data to create complete DTM. Location of all existing features on site. Estimated number of ponds = 2.
7. Line cutting and work zone safety as necessary to complete the above scope items.

F. Drainage Survey

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

G. Underground Utilities

1. Quality Level B Designating: Provide Utility Designates at
 - a. SR 429 Mainline - 5.4 miles x 1 utilities = 5.4 miles of DES
 - b. CFX will designate their FON, electrical and toll facilities within the SR429 ROW throughout project limits
 - c. Designating efforts include all other utilities except the CFX designated facilities
 - d. S Binion Rd - .1-mile x 2 utilities = .2 miles of DES
 - e. Maitland Blvd Ext. - 2.33-mile x 1 utilities = 2.33 miles of DES
 - f. Harmon Rd - .21-mile x 4 utilities = .84 miles of DES
 - g. Ocoee Apopka Rd - .35-mile x 4 utilities = 1.40 miles of DES
 - h. W McCormick Rd - .13-mile x 5 utilities = .65 mile of DES
 - i. W Orange Trail - .06-mile x 2 utilities = .12 mile of DES
 - j. Clarcona Ocoee Rd - .14-mile x 5 utilities = .70 mile of DES
2. Locates for verification of QLB and non-tonables : Total Test Hole Bank:70
 - a. - Cross Streets/Interchange - 1 cross section per cross street (22 utilities) = 22 THs
 - b. Laterals crossing mainline and misc. locations as needed to confirm utility alignment = 26

3. Quality Level A Locating - Total Test Hole Bank: 230
 - a. SR 429 Mainline: 10 - Overhead Truss Signs (100THs), 8 - Overhead Cantilever Signs (40THs), 14 - Multi-post Signs (56THs), 2 - Box Culvert Ext. (4THs), 10 - CCTV Poles (10THs), 4 - Misc. Drainage Structures (4THs)
 - b. Ocoee Apopka Rd: 6 - Signal Mast Arms (30THs)
 - c. Noise Wall, MSE Wall, Miscellaneous locating (20THs)
4. Survey
 - a. Stake all proposed sign, signal, and structure locations prior to QLA locating
 - b. Map all utility designates and locates (including FON and electrical lighting marked by CFX)
- H. Side Street Surveys

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

Provide bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static Lidar for clearance, features, and any other extraction needed to support design.
- J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC: anticipate ±xx mile of wetland delineation (includes surveying flagging for surface waters or roadside ditches).
- K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.
- L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.
- M. Prior to construction, the Consultant shall re-flag and reset project horizontal and vertical control points and meet with the construction contractor to review these points.
- N. CFX ITS/FON

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

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

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

4.5 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary

laboratory testing of materials.

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

4.6 Contamination Impact Analysis

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

4.7 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.
- C. Milling and resurfacing limits extend from approximately Station 1106+20 to north of West Road, approximately Station 335+00. Portions of ramps at gore areas impacted by widening are included.
- D. Full depth pavement shall be provided in the median shoulders, except for 3' adjacent to the median barrier.

4.8 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation

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

4.9 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
- B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.10 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
 - 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges
13. FDEP permit modifications for SR 429 and SR 414 permits for stormwater criteria associated with additional impervious surfaces. No USACE permitting anticipated.
14. Species-specific survey for gopher tortoise (burrows likely along the outer ROW perimeter and within dry ponds
15. USFWS coordination to obtain concurrence that sand skink surveys are not warranted in previously disturbed/maintained grass ROW.
16. Pre-application meeting with FDEP

4.11 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to accommodate construction.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the 15% submittal and submitted to CFX for review and approval.

- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 - 1. Cover sheet (key sheet)
 - 2. Summary of Pay Items
 - 3. General notes
 - 4. Summary Quantities sheets
 - 5. Project Layout
 - 6. Typical roadway sections
 - 7. Typical roadway details
 - 8. Plans and profiles (plans at 1" = 50' scale)
 - 9. Interchange layout plans
 - 10. Ramp Terminal Details
 - 11. Crossroad plans and profiles (1" = 50' scale)
 - 12. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
 - a. Earthwork quantities
 - 13. Traffic Control Sheets including Temporary Drainage
 - 14. Utility Adjustment Sheets - as deemed necessary
 - 15. Details
 - 16. Special provisions
 - 17. Special specifications

4.13 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the

alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.

- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
1. Complete Bridge Widening designs will be provided for widening of the following bridges:
 - a. W. Orange Trail SB – inside widening
 - b. W. Orange Trail NB – inside widening
 - c. McCormick Road SB – inside widening
 - d. McCormick Road NB – inside widening
 - e. Ocoee Apopka Road SB – inside widening or Bridge Replacement
 - f. Ocoee Apopka Road NB – inside widening or Bridge Replacement
 - g. Harmon Road SB – inside & outside widening
 - h. Harmon Road NB – inside widening
 - i. SB exit ramp to SR 414SB – inside widening
 - j. SB exit ramp to SR 414NB – inside widening
 2. Retaining walls (may vary based on final design limits)
 - a. Permanent MSE walls:
 - i. Wall extension at Ocoee Apopka Road SB, south abutment – approximately 100 LF
 - ii. Wall extension at Ocoee Apopka Road SB, north abutment – approximately 100 LF
 - iii. Wall extension at Ocoee Apopka Road NB, south abutment – approximately 100 LF
 - iv. Wall extension at Ocoee Apopka Road NB, north abutment – approximately 100 LF
 - b. Critical Temporary Walls
 - i. Wall for construction of Ocoee Apopka Road Bridge replacement (4 total)
 3. Box Culverts – Raise head wall of conspan structure
 4. Approach slabs for bridge widenings
 5. Summary quantity tables
 6. Special provisions and specifications are not anticipated to be required for the structures work, however, if required will be included.

7. Stage construction-sequencing details will consist of bridge cross sections showing demolition and construction phases with corresponding traffic positions and will be coordinated with the maintenance of traffic plans.
 8. Sign\Signal structures: To replace existing structures impacted by the widening and provide additional anticipated sign structures.
 - a. 8 Overhead Cantilever Sign Structures
 - b. 7 full trusses (static + 1-line DMS) analyze for new panels/new loading and 1 replacement truss and 1 midspan DMS
 - c. Two signal structures are anticipated.
 - d. Three CCTV poles
 9. Structural design of sound walls. 4000 LF
 10. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted for their review and approval.
- C. The Consultant shall perform an evaluation of the existing median bridge foundations, previously constructed for future widening, to determine acceptability for HL93 loading and the potential for additional future transit loading.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
 2. Finalize the pond design at the 30% submittal. Modify 13 existing ponds for additional treatment for the ramp modification areas and slight increase of mainline impervious area. Treatment and attenuation calculations will be prepared for 13 existing ponds. Modify outfall control structures for 6-lane configuration for 13 existing pond structures.
 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments

at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
 7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.
 8. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
 2. Drainage structure details
 3. Storm drain and culvert profiles and/or drainage cross-sections
 4. Lateral ditches/channels
 5. Outfall ditches/channels
 6. Retention/detention ponds/exfiltration system

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 1. Cover sheet (key sheet)
 2. Tabulation of Quantities
 3. General notes
 4. Pole data and Legend sheet

5. Project Layout sheet
 6. Plans sheets (plans at 1" =50' scale)
 7. Service point detail
 8. Special Details
- D. Lighting Justification Report is not required
 - E. Lighting design analysis report
 - F. SR 429 Proposed roadway lighting design limits: West Road (approximate Sta 325+00) to north of SR 414 (approximate Sta 540+00)
 - G. Lighting approach: Retrofit existing conventional HPS lighting system with conventional LED fixtures within the defined lighting limits. Replace existing conventional lighting system where spacing does not accommodate widening at West Road realignment and Ramp Gores. Retrofit existing conventional light poles to remain/relocate with LED fixtures. Add lighting system along SR 429 in 0.5-mile gap between McCormick Road and CR 437A interchange lighting. Replace existing load centers.
 - H. Design to accommodate the proposed 6-lane typical section (includes full inside and outside shoulders).
 - I. Underdeck lighting at all impacted bridge sites. No remote drivers anticipated since no work over high volume roads.
 - J. Sign lighting within project signing limits.

4.16 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Maintenance of Traffic Plans
 1. The Consultant shall prepare maintenance of traffic plans at scale of 1" =50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
 2. The Consultant shall investigate the need for temporary traffic

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

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

4.17 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).
- D. The following existing structures will be impacted by the widening and need to be replaced; six (6) cantilevers, three (2) span trusses (one full and one-half span), two (2) bridge mount, and twelve (12) multi-post sign structures.

4.18 Signalization Plans

- A. Signal plans are not anticipated for this improvement. If requested, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).
- C. SR 429 NB off-ramp @ CR 437A
 1. 1 mast arm replacement and re-looping for new dual left turn lanes on CR 437A
 2. Fiber interconnect replacement due to new bridge impacts
- D. SR 429 SB off-ramp @ CR 437A
 1. 1 mast arm replacement and re-looping for new dual left turn lanes

on CR 437A

2. Fiber interconnect replacement due to new bridge impacts

4.19 Right-of-Way Surveys

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

4.20 Cost Estimates

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

4.21 Special Provisions and Specifications

A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

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

- j. Fiber count per conduit
- k. Communications interconnect
- l. Connectivity with the FON backbone conduits
- m. Fiber cable splice details for new or relocated fiber optic cabling.
- n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
- o. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
- p. Grounding
- q. Table of quantities
- r. Special notes
- s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- u. Relocation/replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- v. Relocation/replacement/upgrade of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
- w. Relocation/ replacement of existing dynamic message sign (DMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DMS would not survive project construction.
- x. Relocation/ replacement/upgrade of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
- y. Wrong-Way Detection RRFs for SR 429 off-ramps to CR 437A road are to remain as-is.
- z. Toll Violation Structure: Northbound and southbound structure and associated control circuit to be removed due to inside widening.

- aa. Accommodate conduit and access pull boxes for future Part Time Shoulder Running (PTSR) ITS where reasonable.
3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
 - j. Location of proposed sound walls

Summary of Assumed FON Impacts	
FON Backbone	Notes
SR 429 NB: FOMH-429-28.4A-NB to FOMH-429-29.8-NB	CR 437A bridge replacement and existing FON attachment to bridge deck
SR 429 SB: FOMH-429-28.4-SB to FOMH-429-29.8-SB	CR 437A bridge replacement and existing FON attachment to bridge deck
SR 429 NB: FOMH-429-26.7-NB to FOMH-429-27.1-NB	Outside widening through the horizontal curve near West Rd
FON Drops/Laterals	Notes
Multiple locations along SR 429 NB/ SB	Cut/fill grade changes or wall construction along the outside roadway embankments

Summary of Assumed Device Impacts	
3-Line Walk-in DMS Sites	Notes
DMS-429-28.2-NB	To be relocated to new structure due to inside widening impacting existing structure
2-Line Toll DMS Sites	Notes
DMS-429-26.9-NB	To be relocated to new structure due to outside widening impacting existing structure near West Rd

DMS-429-27.5-NB	To be relocated about existing structure due to additional thru lane created by widening
DMS-429-27.9-SB	To be relocated about existing structure due to additional thru lane created by widening
DMS-429-28.3-SB	To be relocated about existing structure due to additional thru lane created by widening
CCTV Sites	
	Notes
CCTV-429-26.6-SB	To remain as-is
CCTV-429-26.9-NB	To be replaced due to outside widening near West Rd
CCTV-429-27.4-NB	To remain as-is
CCTV-429-27.5-SB	To remain as-is
CCTV-429-28.0-SB	To remain as-is
CCTV-429-28.2-SB	To remain as-is
CCTV-429-28.4-NB	To remain as-is
CCTV-429-29.0-NB	To be replaced due to bridge replacement at CR 437A
CCTV-429-28.8-SB	To remain as-is
CCTV-429-30.0-NB	To remain as-is
CCTV-429-30.3-SB	To remain as-is
CCTV/TMS Sites	
	Notes
CCTV/TMS-429-26.8-NB	To be replaced due to outside widening near West Rd
TMS Sites	
	Notes
TMS-429-27.9-SB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-28.7-NB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-29.5-NB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-29.8-SB	To be adjusted/modified due to additional thru lane created by widening

TMS-429-29.8A-SB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-30.0-NB	To be adjusted/modified due to additional thru lane created by widening
DCS Sites	
	Notes
DCS-429-26.9-SB	To be replaced due to outside widening impacting existing structure near West Rd
DCS-429-28.7-NB	To be upgraded due to additional thru lane created by widening
DCS-429-29.7-SB	To be upgraded due to additional thru lane created by widening
DCS-429-30.0-NB	To be upgraded due to additional thru lane created by widening
Wrong-way Detection Sites	
	Notes
WWD-429-28.8-NB	To remain as-is
WWD-429-29.0-SB	To remain as-is
Load Center Sites	
	Notes
ESM-429-26.9-SB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-26.9-NB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-27.7-SB	To remain as-is
ESM-429-28.0-SB	To remain as-is
ESM-429-28.2-NB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-28.2-SB	To remain as-is
ESM-429-29.0-NB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-29.8-NB	To remain as-is
ESM-429-30.3-SB	To remain as-is

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for

re-termination of drop or end to end (butt) splices.

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

C. Maintenance Of Fiber Operations

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

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.
2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.

- E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.23 Toll Plazas

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

4.24 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental

Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

- B. The Consultant shall support the post design process as follows:
 - 1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - 3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material

presented for review in a prompt manner recognizing a construction contract is underway.

- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

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

5.2 Traffic Data

A. CFX will provide the following design traffic data:

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

5.3 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

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

6.2 Utility Agreements

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

6.3 Public Involvement

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

6.4 Contracts and Specifications Services

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

6.5 Post-Design Services

- A. CFX will be the principal initial contact for post-design questions and

answer questions on a limited scope.

- B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

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

6.7 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX to provide proposed sound wall locations.
- C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

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

7.2 CFX's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.

- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.3 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:
 1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
 2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
 3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
 4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 1. Determine and highlight critical path work from initial plans as work

progresses.

2. Identify progress against schedule for each identified work item.
3. Forecast completion dates from current progress.
4. Highlight rescheduled work in any area which is out of required sequence.
5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
6. Forecast future conflicts in any area.

7.5 Work Progress

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

7.6 Schedule

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

7.7 Project Related Correspondence

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

7.8 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.

- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

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

7.10 Site Visit

- A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations

corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

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

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

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

process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.
 2. The design components impacted.
 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
1. Key Map Prepared
 - a. Location map shown complete with destinations, ranges and townships.
 - b. Beginning and ending stations shown.
 - c. Any equations on project shown.
 - d. Project numbers and title shown.
 - e. Index shown.
 2. Drainage Map Prepared
 - a. Existing culvert sizes and elevations.
 - b. Horizontal alignment shown.
 - c. Drainage areas and flow arrows shown.
 - d. High water information shown.
 - e. Beginning and end stations shown along with any equations on project.
 - f. Interchange supplemental maps prepared.
 3. Typical Section Sheets
 - a. Ramp typical sections developed.
 - b. Pavement structure shown.
 - c. Special details developed.
 - d. General notes shown.
 4. Plan and Profile Sheets
 - a. Centerline plotted.

- b. Reference points and bench marks shown.
 - c. Existing topography.
 - d. Base line of surveys, curve data, bearings, etc. shown.
 - e. Beginning and end stations (project and construction).
 - f. Geometric dimensions.
 - g. Proposed and existing limited access right-of-way lines.
 - h. Existing ground line.
 - i. Proposed profile grade.
 - j. Type, size and horizontal location of existing utilities.
 - k. Drainage structures and numbers are shown
 - l. Drainage ponds are shown.
5. Cross Sections
- a. Existing ground line.
 - b. Preliminary templates at critical locations (not to exceed 500 feet).
 - c. Existing utilities shown.
6. Interchange Layout and Ramp Profiles
- a. Geometric dimensions.
 - b. Proposed profile grades.
7. Right-of-Way Control Survey
8. Signing and Pavement Markings
- a. Striping layout.
 - b. Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

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

7.16 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

- 1. Key Map
 - a. Project description and number shown.

- b. Equations, exceptions and bridge stations shown.
 - c. North arrow and scale included.
 - d. Consultant and CFX sign-off included.
 - e. Contract set index complete.
 - f. Index of sheets updated.
2. Drainage Maps
- a. Flood data shown.
 - b. Cross drains and storm sewer shown.
 - c. Bridges shown with beginning and ending stations.
 - d. Interchange supplemental sheets updated.
3. Typical Section Sheets
- a. All required typical sections are included.
 - b. Limited access right-of-way lines are shown.
 - c. Design speed and traffic are shown.
 - d. Special details have been completed.
 - e. Station limits of each typical section are shown.
4. Plan and Profile Sheets
- a. Match lines shown.
 - b. Limited access right-of-way lines shown.
 - c. Stations and offset shown for all fence corners and angles.
 - d. All work shown should be within right-of-way or proposed easement.
 - e. Drainage structures and numbers are shown.
 - f. Drainage ponds shown.
 - g. Curve data and superelevation included.
 - h. Pavement edges, shoulders and dimensions shown.
 - i. Project and construction limits shown.
 - j. Bridges shown with beginning and ending stations.
 - k. General Notes.
5. Drainage Structures
- a. Drainage structures plotted and numbered.
 - b. Station location and offsets identified.
6. Cross Sections
- a. Templates are shown at all stations.
 - b. Limited access right-of-way lines are shown.
 - c. Cross section pattern sheet included.
 - d. Miscellaneous notes included.
 - e. Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details

- a. Geometric data shown.
 - b. Profiles finalized.
 - c. Coordinate data shown.
 - d. Limited access right-of-way lines shown.
 - e. Curve data shown.
 - f. Bearings and bridges shown.
 - g. Cross roads, frontage roads, and access roads shown.
 - h. Intersection details shown.
- 8. Traffic Control Plans
 - 9. Utility Adjustments
 - 10. Signing and Pavement Marking Plans
 - 11. Intelligent Transportation System (ITS) Plans
 - 12. Highway Lighting Plans
 - 13. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

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

7.18 90% Roadway Plan Submittal

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

- 1. Key Map
 - a. Length of Project with exceptions shown.
 - b. Index of sheets updated.
- 2. Drainage Maps
 - a. Drainage divides, areas and flow arrows shown.
 - b. Elevation datum and design high water information shown.
 - c. Disclaimer and other appropriate notes added.
- 3. Typical Section Sheets
- 4. Plan and Profile Sheets
 - a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.


- b. Limits of side road construction.
 - c. Angle and stationing for intersections.
 - d. Treatment for non-standard superelevation transitions diagramed.
 - e. General notes shown.
 - f. Special ditches profiled.
5. Drainage Structures
- a. Existing structures requiring modifications are shown.
 - b. Existing and proposed utilities are shown.
6. Soil Borings
- a. Soils data and estimated high seasonal groundwater table shown.
7. Cross Section Sheets
- a. Scale and special ditch grades shown.
 - b. Utilities plotted.
 - c. Sub-excavation shown.
 - d. Volumes computed and shown.
8. Utility Relocation Plans
- a. Utility relocation plans prepared.
9. Traffic Control Plans
10. Signing and Pavement Marking Plans
11. Signalization Plans
12. Intelligent Transportation System (ITS) Plans
13. Highway Lighting Plans
14. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans**
- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Pre-Bid Plans**
- 7.21 Bid Set**

**CONSENT AGENDA ITEM
#5**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: August 23, 2021

SUBJECT: Approval of Supplemental Agreement No. 3 with The Balmoral Group, LLC
for Design Consultant Services for SR 528 Widening from Narcoossee Road
to SR 417 – Post Design Services
Project No. 528-160, Contract No. 001589

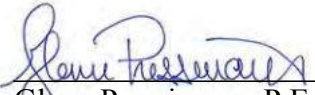
Board approval of Supplemental Agreement No. 3 with The Balmoral Group, LLC for a not-to-exceed amount of \$103,018.75 is requested. The original contract was for five years with five one-year renewals.

The work to be performed is post design services.

Original Contract	\$1,290,000.00
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	\$ 112,956.72
Supplemental Agreement No. 3	\$ <u>103,018.75</u>
Total	\$1,505,975.47

This contract is included in the Five-Year Work Plan.

Reviewed by: 
Will Hawthorne, PE
Director of Engineering


Glenn Pressimone, P.E.

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL SERVICES
POST DESIGN SERVICES (FOR 528-160)
SR 528 Widening from Narcoossee Road to SR 417

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (“Supplemental Agreement”) is made and entered into this _____ day of _____, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called “CFX” and the consulting firm of THE BALMORAL GROUP, LLC., a Florida corporation, hereinafter called the “CONSULTANT.”

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated February 13, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated May 8, 2020, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated August 12, 2020 (collectively, “Agreement”); and

WHEREAS, Section 4.23 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A” provides that after completion of the services outlined therein for Project Number 528-160, CFX may negotiate with the CONSULTANT to enter into a supplemental agreement to provide post design services; and

WHEREAS, Articles 2.00 and 12.00 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and CONSULTANT pursuant to this Supplemental Agreement.

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

1. CFX hereby authorizes the CONSULTANT to proceed with the post design services required as outlined in the correspondence to CFX dated August 18, 2021, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Post Design Services"). Section 4.23 of Exhibit "A" of the Agreement and the Scope of Services shall be amended and supplemented to include the Post Design Services.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Post Design Services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$103,018.75.

3. All provisions of said Agreement, or any amendments or supplements thereto, not

specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any amendments or supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

THE BALMORAL GROUP, LLC.

By: _____
Print Name: _____
Title: _____

Approved as to form and execution for Central Florida
Expressway Authority's exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez
General Counsel for CFX



MEMORANDUM

Date: August 19, 2021
To: Will Hawthorne, PE CFX Director of Engineering
From: James E. Bradford, PE *JEB*
Subject: Design Consultant Services - Contract 001589
 CFX Project No. 528-160
 SR 528 Widening from Narcoossee Road to SR 417
 Supplemental Agreement No. 3

Comments:

I have reviewed the SA proposal submitted by the Balmoral Group on April 15, 2021 (revised 8/18/2021), for the SR 528 Widening from Narcoossee Road to SR 417. This requested contract amendment is to provide Post Design Services.

The work authorization request is attached and additional costs are detailed below:

\$ 34,534.44	Balmoral as Prime
\$ 8,300.60	BASE subconsultant fee
\$ 15,219.40	DRMP subconsultant fee
\$ 10,704.09	DRMP Survey subconsultant fee
\$ 8,309.30	GEC subconsultant fee
\$ 6,475.19	WBQ subconsultant fee
\$ 19,475.73	CES subconsultant fee
<u>\$ 103,018.75</u>	Total Requested Contract Amendment Amount

The total fee is reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$103,018.75.

Should you have questions or need additional information, please call me at 321.354.9605.

CC:

Keith Jackson, PE Dewberry
 Jamison Edwards, PE CFX Engineering Project Manager
 File

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 528 Widening from Narcoossee Road to SR 417

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 12th day of August, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called “CFX” and the consulting firm of THE BALMORAL GROUP, LLC., a Florida corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated February 13, 2020 (“Agreement”); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement:

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's July 16, 2021 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.

2. Exhibit "B" of the Agreement is hereby amended as follows:

- a. The Salary Related Costs are adjusted upwards by \$174,333.89 to \$659,781.67
- b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$0.00.
- c. The Subcontract Items are adjusted downward by \$35,816.13 to \$743,175.05

as follows:

•WBA	\$6,228.24
•Base	\$7,955.63
•DRMP	(\$43,000.00)
•GEC	(\$7,000)

- d. The Allowance is adjusted downwards by \$25,561.04 to \$0.00.
- e. The Total Maximum Limiting Amount is adjusted upward by \$112,956.72 to \$1,402,956.72

3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this


Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2021.08.19 13:34:40 -04'00'
Aneth Williams, Director of Procurement

THE BALMORAL GROUP, LLC.

By: 
Print Name: Jennifer Nunn
Title: Vice President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura N. Kelly, Associate General Counsel Digitally signed by Laura N. Kelly,
Associate General Counsel
Date: 2021.08.19 10:03:41 -04'00'
Diego "Woody" Rodriguez
General Counsel



MEMORANDUM

Date: July 17, 2021
To: Will Hawthorne, PE CFX Director of Engineering
From: James E. Bradford, PE
Subject: Design Consultant Services - Contract 001589
 CFX Project No. 528-160
 SR 528 Widening from Narcoossee Road to SR 417
 Supplemental Agreement No. 2

Comments:

I have reviewed the fee transfer and SA proposal submitted by the Balmoral Group provided via email on July 16, 2021, for the SR 528 Widening from Narcoossee Road to SR 417. This requested contract amendment is to provide additional design services to cover additional work that was recommended for the Rapid Response M&R plans under Project #528-760A and additional drainage and utility modifications adjacent to the Brightline rail corridor.

The work authorization request is attached and additional costs are detailed below:

\$ 174,333.89	Balmoral as Prime
\$ 6,228.24	WBQ as subconsultant
\$ 7,955.63	BASE as subconsultant
(\$ 43,000.00)	DRMP reduction of subconsultant fee
<u>(\$ 7,000.00)</u>	<u>GEC reduction of subconsultant fee</u>
\$ 138,517.76	Total Requested Contract Amendment Amount

The total fee transfers are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$138,517.76. Should you have questions or need additional information, please call me at 321.354.9605.

CC:

Keith Jackson, PE Dewberry
 Jamison Edwards, PE CFX Engineering Project Manager
 File



April 15, 2021 *(Revised 7/16/2021)*

Jamison Edwards, PE
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Rd.
Orlando, FL 32807

Re: SR 528 Widening from Narcoossee Road to SR 417
CFX Contract No. 001589
CFX Project #528-160
TBG Project #1220050001.00
Supplemental Agreement #2/Funds Transfer Request

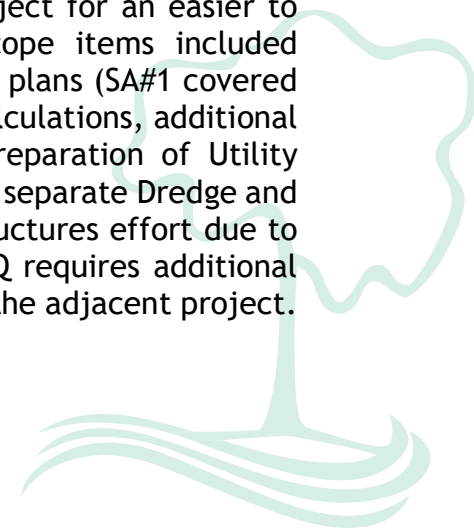
Dear Mr. Edwards:

The Balmoral Group appreciates the opportunity to provide services to CFX on this important project. Per our November 2, 2020 phone conversation and subsequent discussions, The Balmoral Group is requesting additional funds through Supplemental Agreement #2 plus a funds transfer to cover efforts required for previously unscoped services and changes to the drainage approach initiated by CFX during the permitting process. The total requested amount for Supplemental Agreement #2 is \$138,517.76, which includes additional design services fee in the amount of \$188,517.76. Please see attached fee estimate.

The additional design fee utilizes existing contract funds through a funds transfer and supplemental funds as outlined below.

- a) Funds transfer of \$50,000.00 from DRMP and GEC to The Balmoral Group.
- b) Supplemental funds in the amount of \$138,517.76 to cover the remaining additional design service fees for The Balmoral Group, BASE and WBQ.

The majority of the supplemental effort is due to the change in drainage approach that eliminated the nutrient loading requirements and floodplain mitigation that required a reconfiguration of the roadway cross sections for the entire project for an easier to construct, more aesthetically pleasing design. The out of scope items included management and coordination of the 528-760A Emergency Repair plans (SA#1 covered plans only and this became a separate set), additional quantity calculations, additional cost estimates, additional traffic control, pavement design, preparation of Utility Adjustment Sheets including the OUC Electric relocation plans and separate Dredge and Fill Sketches for the USACE. BASE Consultants had additional structures effort due to the relocation of the signs and updates requested by CFX. WBQ requires additional funding for the topographic survey required after construction of the adjacent project.





A breakdown of the proposed funds transfers and SA #2 is as follows:

Consultant	Current Fee	Remaining Fee As of 10/31/20	Estimated Remaining Effort	Amount to Deduct	Amount to Transfer	Amount of SA#2	Proposed Final Fee
CES	\$81,666.99	\$33,647.76	\$33,647.76	\$0.00	\$0.00	\$0.00	\$81,666.99
DRMP	\$313,242.76	\$196,686.09	\$153,686.09	\$43,000.00	\$0.00	\$0.00	\$270,242.76
GEC	\$147,273.14	\$19,137.17	\$12,137.17	\$7,000.00	\$0.00	\$0.00	\$140,273.14
WBQ	\$215,514.56	\$745.90	\$6,974.14	\$0.00	\$0.00	\$6,228.24	\$221,742.80
BASE	\$21,293.73	\$4,454.09	\$10,997.42	\$0.00	\$0.00	\$7,955.63	\$29,249.36
Balmoral	\$485,447.78	\$28,614.70	\$202,948.59	\$0.00	\$50,000.00	\$124,333.89	\$659,781.67
Total	\$1,264,438.96	\$283,285.71	\$420,391.17	\$50,000.00	\$50,000.00	\$138,517.76	\$1,402,956.72

Please note that the supplemental time period should begin November 2, 2020 per our documented conversation with you.

Please do not hesitate to contact me should you have any questions or comments (407.739.4899).

Best Regards,

Gregory S. Seidel, P.E.
Project Manager



PRINCIPALS

Lawrence L. Smith, Jr.
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett

July 19, 2021

DRMP Job #: 19-0478.000

Gregory S. Seidel, P.E.
The Balmoral Group
165 Lincoln Avenue
Winter Park, Florida 32789

**Subject: DRMP, Inc - Fee Reassignment
SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417
Contract No. 001589
Project No. 528-160**

Dear Mr. Seidel,

DRMP's total fee under this contract is \$313,242.76 for professional surveying and engineering services. DRMP has completed all necessary tasks needed for the design of this project. DRMP's invoice was submitted to The Balmoral Group for services performed through April 22, 2021. After analyzing the remaining budget, an amount of \$49,956.87 is available for reassignment as deemed necessary.

We sincerely appreciate the opportunity given to provide professional survey and engineering services to The Balmoral Group and the Central Florida Expressway Authority on this project. Please don't hesitate to contact me if you have any questions.

Sincerely,
DRMP, Inc.



Frank Lopez, PSM
Survey Manager

CC: Jim Highland
Chris DiMarco

OFFICES

Asheboro, North Carolina
Boca Raton, Florida
Cary, North Carolina
Charlotte, North Carolina
Chipley, Florida
DeLand, Florida
Fort Myers, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Orlando, Florida
Panama City Beach, Florida
Pensacola, Florida
Stockbridge, Georgia
Tallahassee, Florida
Tampa, Florida
Troutman, North Carolina



July 19, 2021

The Balmoral Group (TBG)
165 Lincoln Avenue
Winter Park, Florida 32789

Attention: Mr. Sherman Klaus, P.E.

Subject: Geotechnical Fee Reassignment
SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417
Contract No. 001589
CFX Project No. 528-160
TBG Project No. 120050001.01
GEC Project No. 4560G

Dear Mr. Klaus:

Geotechnical and Environmental Consultants, Inc. (GEC)'s total contract fee for this project is \$147,273.14. GEC has expended \$137,416.41 of our total design fee and has completed all necessary geotechnical services for the referenced project. GEC's invoice No. 9 for design services was submitted for services performed through April 22, 2021. Based on this evaluation, \$9,856.73 of the geotechnical fee is available for reassignment as deemed necessary.

GEC appreciates the opportunity to be of service to TBG and the Central Florida Expressway Authority (CFX) on this project. If you should have any questions concerning the letter, please contact us.

Sincerely,
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read "Rachel", is written over a horizontal line.

Rachel F. André, P.E.
President

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 528 WIDENING
Narcoossee Road to S.R. 417
Supplemental Agreement No. 2**

PROJECT NO. 528-160

IN ORANGE COUNTY, FLORIDA

July 2021

TABLE OF
CONTENTS

Description	Page No. A-
1.0 GENERAL – No change.....	3
2.0 STANDARDS – No change	4
3.0 DESIGN CRITERIA – No change	5
4.0 WORK PERFORMED BY CONSULTANT	6
4.01 Design Features	6
4.02 Governmental Agencies	6
4.03 Preliminary Design Report – Review	6
4.04 Surveys and Mapping (DRMP & WBQ)	6
4.05 Geotechnical Investigation	6
4.06 Contamination Impact Analysis – N/A	6
4.07 Pavement Design	6
4.08 Governmental Agency and Public Meetings	6
4.09 Environmental Permits	6
4.10 Utilities	7
4.11 Roadway Design.....	7
4.12 Structures Design.....	7
4.13 Drainage Design	7
4.14 Roadway Lighting	7
4.15 Traffic Engineering.....	8
4.16 Signing and Pavement Marking Plans.....	8
4.17 Right-of-Way Surveys.....	8
4.18 Cost Estimates	8
4.19 Special Provisions and Specifications	8
4.20 Fiber Optic Network (FON)	8
4.21 Toll Plazas	8
4.22 Post-Design Services	8
5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE – No change.....	9
6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE - No change	10
7.0 ADMINISTRATION – No change.....	11

1.0 GENERAL – No change

2.0 STANDARDS – No change

3.0 DESIGN CRITERIA – No change

4.0 WORK PERFORMED BY CONSULTANT

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

4.01 Design Features

- A. Additional work includes the following: updating project limits, development of emergency repair plans, and preparation of detailed OUC relocation plans.

4.02 Governmental Agencies

- A. There is no additional government agency work included in this supplemental agreement.

4.03 Preliminary Design Report – Review

- A. There is no additional Preliminary Design Report work included in this supplemental agreement.

4.04 Surveys and Mapping (**DRMP & WBQ**)

- A. (WBQ) Re-surveying and mapping required due to CFX 528-747 resurfacing being performed after initial survey.

4.05 Geotechnical Investigation

- A. There is no additional geotechnical investigation included in this supplemental agreement.

4.06 Contamination Impact Analysis – N/A

4.07 Pavement Design

- A. Update pavement design for new limits and incorporation of constructability comments.

4.08 Governmental Agency and Public Meetings

- A. There is no additional governmental agency work or public meetings included in this supplemental agreement.

4.09 Environmental Permits

- A. Separate Dredge and Fill Sketches were required for both the SFWMD and FDEP due to the new laws delegating wetland review to the state.
- B. Provide additional RAI responses.

4.10 Utilities

- A. Coordinate and prepare detailed relocation layout of OUC facility.

4.11 Roadway Design

- A. Additional work includes the following:
 - 1. Update cover sheet (key sheet) for new limits
 - 2. Update Typical Sections based on RAI responses
 - 3. Update Project Layout for new limits
 - 4. Update plans and profiles for drainage changes
 - 5. Update cross-sections for drainage changes
 - 6. Add two sub-phases to Traffic Control Plan
 - 7. Prepare detailed layout of OUC relocation
 - 8. Additional effort for quantities for additional requested plan submittals and the addition of the 528-760A contract plans set.

4.12 Structures Design

- A. Evaluate use of existing structure for proposed changes in lieu of the originally designed/completed structure at Sta. 904+15.
- B. Revise OT-2 structure for cross section/span changes and DMS changes.
- C. Data collection and evaluation of proposed new bridge mounted pendent hung lighting design based on lighting plans.

4.13 Drainage Design

- A. Update drainage design per CFX direction as per coordination with the SFWMD. The SFWMD approved a drainage approach for the project and then modified the requirements which required a redesign of the stormwater management system and updates to all the drainage plans and calculations.

4.14 Roadway Lighting

- A. There is no additional roadway lighting design included in this supplemental agreement.

- 4.15 Traffic Engineering
 - A. Maintenance of Traffic Plans updated to include two sub-phases of Traffic Control Plan cross sections.
- 4.16 Signing and Pavement Marking Plans
 - A. Update DMS cross sections to include catwalk details
 - B. Add FY 2021-22 Standard Plans Index 700-091 (Catwalk Details)
- 4.17 Right-of-Way Surveys
 - A. There is no additional effort for right-of-way surveys included in this supplemental agreement.
- 4.18 Cost Estimates
 - A. Additional effort for cost estimates for additional requested plan submittals and the addition of the 528-760A contract plans set.
- 4.19 Special Provisions and Specifications
 - A. There is no additional effort for Special Provisions and Specifications included in this supplemental agreement.
- 4.20 Fiber Optic Network (FON)
 - A. There is no additional Fiber Optic Network design included in this supplemental agreement.
- 4.21 Toll Plazas
 - A. This project does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.
- 4.22 Post-Design Services
 - A. No changes to this section.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE – No change

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE - No change

7.0 ADMINISTRATION – No change

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 528 Widening from Narcoossee Road to SR 417

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 8th day of May, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of THE BALMORAL GROUP, LLC. of Winter Park, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of February 2020, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's March 30, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs are adjusted upwards by \$81,422.22 to \$485,447.78
 - b. The Subcontract Items remains unchanged at \$778,991.18
 - c. The Allowance is adjusted downward by \$81,422.22 to \$25,561.04.

The Total Maximum Limiting Amount remains unchanged at \$1,290,000.00.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in triplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.05.08 07:10:28 -04'00'
Director of Procurement

THE BALMORAL GROUP, LLC

By: Jennifer Nunn
Title: Vice President
Print Name: Jennifer Nunn

Approved as to form and execution, only.

Diego "Woody" Rodriguez Digitally signed by Diego "Woody"
Rodriguez
Date: 2020.05.04 11:45:22 -04'00'
General Counsel for CFX

[https://cfxgov.sharepoint.com/:f/r/operations/engineering/SharedDocuments/General/528-160WideningNarcoossetoSR417/2Contract/2.A SupplementalAgreements/SA1](https://cfxgov.sharepoint.com/:f/r/operations/engineering/SharedDocuments/General/528-160WideningNarcoossetoSR417/2Contract/2.A%20SupplementalAgreements/SA1)



MEMORANDUM

Date: April 3, 2020
To: Jamison Edwards, PE, CFX Engineering Project Manager
From: James E. Bradford, PE
Subject: Design Consultant Services – Contract No. 001589
SR 528 Eastbound Widening from Narcoossee Rd to SR 417
CFX Project No. 528-160 SA No. 1

Comments:

I have reviewed the Supplemental Agreement No. 1 fee sheet and scope of services submitted by the Balmoral Group sent via E-mail on March 30, 2020 for SR 528 EB Widening from Narcoossee Rd to SR 417 (CFX Project No. 528-160). This requested contract is to provide professional services to prepare construction plans and bid documents.

The work authorization request is attached and costs are detailed below:

\$ 81,422.22	in Labor Cost
\$ 0.00	in Direct Cost
<u>\$ 0.00</u>	<u>in Subconsultant Cost</u>
\$ 81,422.22	Total Requested

The total manhours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$81,422.22.

Should you have questions or need additional information, please call me at 321.354.9605.

CC:

Keith Jackson, PE Dewberry
File



March 30, 2020

Jamison Edwards, PE
Engineering Project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: SR 528 Widening from Narcoossee Road to SR 417
CFX Contract No. 001589
CFX Project #528-160
Supplemental Amendment #1

Dear Jamison:

The Balmoral Group appreciates the opportunity to provide services to CFX on this important improvement project. During the initial design phase of this project, CFX asked that the Milling and Resurfacing limits be extended. The change includes adding Milling and Resurfacing the westbound lanes from Station 862+27 to Station 945+00 including the WB on Ramp and WB off ramp at Narcoossee Road. The Milling limits on Eastbound SR 528 will be extended to Station 862+27 and will not include the Narcoossee Road ramps.

Supplemental services are required to accommodate these updates. The attached scope and fee estimate detail the task, effort and fee for the supplemental services. The fee for the supplemental services is \$81,422.22; see attached detailed staff hour and fee breakdown.

There is no proposed change to 12-month schedule at this time and the team is still looking to accelerate the 12-month schedule.

Please do not hesitate to contact me should you have any questions or comments (407.739.6533).

Best Regards,

Gregory Seidel, P.E.
Project Manager

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 528 WIDENING
Narcoossee Road to S.R. 417
Supplemental Agreement No. 1**

PROJECT NO. 528-160

IN ORANGE COUNTY, FLORIDA

April 2020

TABLE OF
CONTENTS

Description	Page No. A-
1.0 GENERAL.....	4
1.01 Location.....	4
1.02 Description.....	4
1.03 Purpose.....	4
1.04 Organization.....	4
1.05 Term of Agreement for Design Services.....	4
2.0 STANDARDS – No change.....	5
3.0 DESIGN CRITERIA – No change.....	6
4.0 WORK PERFORMED BY CONSULTANT.....	7
4.01 Design Features.....	7
4.02 Governmental Agencies.....	7
4.03 Preliminary Design Report - Review.....	7
4.04 Surveys and Mapping (DRMP & WBQ).....	7
4.05 Geotechnical Investigation.....	7
4.06 Contamination Impact Analysis – N/A.....	7
4.07 Pavement Design.....	7
4.08 Governmental Agency and Public Meetings.....	8
4.09 Environmental Permits.....	8
4.10 Utilities.....	8
4.11 Roadway Design.....	8
4.12 Structures Design.....	9
4.13 Drainage Design.....	9
4.14 Roadway Lighting.....	10
4.15 Traffic Engineering.....	10
4.16 Signing and Pavement Marking Plans.....	10
4.17 Right-of-Way Surveys.....	11
4.18 Cost Estimates.....	11
4.19 Special Provisions and Specifications.....	11
4.20 Fiber Optic Network (FON).....	11
4.21 Toll Plazas.....	11
4.22 Post-Design Services.....	11

5.0	MATERIALS FURNISHED BY CFX OR ITS DESIGNEE.....	27
5.01	No changes to this section.	27
6.0	WORK PERFORMED BY CFX OR ITS DESIGNEE.....	28
6.01	No changes to this section.	28
7.0	ADMINISTRATION.....	28
7.01	No Changes to this section.	28

1.0 GENERAL

1.01 Location

- A. See EXHIBIT “E”, Project Location Map.

1.02 Description

The supplemental services will include a change to the project limits and a change to the milling and resurfacing limits. There is no change to the milling, resurfacing and widening limits. The change includes adding milling and resurfacing to the westbound lanes from Station 862+27 to Station 945+00 including the WB on Ramp and WB off ramp at Narcoossee Road. The milling limits on eastbound SR 528 will be extended to Station 862+27 and will not include the Narcoossee Road ramps. The ramps are being modified or milled and resurfaced by Virgin Trains.

Additional elements include signing and pavement markings, maintenance of traffic, scheduling and project control, progress reporting and other tasks and associated activities.

1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Supplemental Agreement No 1 - Final Engineering and Final Construction Drawings and Documents for the proposed additional milling and resurfacing eastbound and westbound S.R. 528 in the area of Narcoossee Road.

1.04 Organization

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

1.05 Term of Agreement for Design Services

- A. Shall follow the original contract terms.

2.0 STANDARDS – No change

3.0 DESIGN CRITERIA – No change

4.0 WORK PERFORMED BY CONSULTANT

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

4.01 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

B. Major elements of the work include the following:

The additional work includes milling and resurfacing the westbound lanes from Station 862+27 to Station 945+00 including the WB on Ramp and WB off ramp at Narcoossee Road. The milling limits on eastbound SR 528 will be extended to Station 862+27 and will not include the Narcoossee Road ramps. These ramps are being modified or milled and resurfaced by Virgin Trains and will need to be coordinated with the construction of this project.

4.02 Governmental Agencies

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

4.03 Preliminary Design Report - Review

A. This effort will be incorporated into the Preliminary Design Report.

4.04 Surveys and Mapping (**DRMP & WBQ**)

A. There is no additional surveying and mapping included in this supplemental agreement.

4.05 Geotechnical Investigation

A. A separate supplemental agreement will be submitted for additional pavement coring and analysis if additional funds are required.

4.06 Contamination Impact Analysis – N/A

4.07 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.

- B. The proposed pavement design recommendation resulting from the Consultant's analysis of the various alternatives shall be contained in a Pavement Design Summary.

4.08 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
- B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.09 Environmental Permits

- A. There is no additional environmental permit work included in this supplemental agreement.

4.10 Utilities

- A. There is no additional utility work included in this supplemental agreement.

4.11 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)
2. Summary of Pay Items
3. General notes
4. Summary Quantities sheets
5. Project Layout
6. Typical roadway sections
7. Typical roadway details
8. Plans and profiles (plans at 1" = 50' scale)
9. Interchange layout plans
10. Ramp Terminal Details
11. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 10' vert.)
 - a. 1/2 section from WB EOT to southern LA R/W line (minimum)
 - b. Earthwork quantities
12. Traffic Control Sheets including Temporary Drainage
13. Utility Adjustment Sheets
14. Details
15. Special provisions
16. Special specifications

4.12 Structures Design

- A. There is no additional structural design included in this supplemental agreement.

4.13 Drainage Design

- A. There is no additional drainage design included in this supplemental agreement.

4.14 Roadway Lighting

- A. There is no additional roadway lighting design included in this supplemental agreement.

4.15 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Maintenance of Traffic Plans
 1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
 3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes entering and leaving Orlando International Airport unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.16 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).

- D. The Consultant shall determine the existing structures that will be impacted by the widening and need to be replaced.
- E. Replace DMS 528-14.0 WB and place new DMS approaching the SR 417 interchange (2 DMS signs).

4.17 Right-of-Way Surveys

- A. There is no additional effort for right-of-way surveys included in this supplemental agreement.

4.18 Cost Estimates

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

4.19 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

4.20 Fiber Optic Network (FON)

- A. There is no additional Fiber Optic Network design included in this supplemental agreement.

4.21 Toll Plazas

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

4.22 Post-Design Services

- A. No changes to this section.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 No changes to this section.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 No changes to this section.

7.0 ADMINISTRATION

7.01 No Changes to this section.

EASTBOUND SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417



ORIGINAL

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
THE BALMORAL GROUP, LLC**

SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417

CONTRACT NO. 001589, PROJECT 528-160

**CONTRACT DATE: FEBRUARY 13, 2020
CONTRACT AMOUNT: \$1,290,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGREEMENT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, DETAILS OF COSTS AND FEES,
PROJECT ORGANIZATIONAL CHART, PROJECT
LOCATION MAP, AND SCHEDULE**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF
COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION
MAP, AND SCHEDULE**

FOR

SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417

CONTRACT NO. 001589, PROJECT 528-160

DESIGN SERVICES

FEBRUARY 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	
AG	Agreement	1 - 19
A	Exhibit "A", Scope of Services	
B	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	
G	Exhibit "G", Potential Conflict Disclosure Form	

Table of Contents

1.0. DEFINITIONS.....	1
2.0. SERVICES TO BE PROVIDED	1
3.0. TERM OF AGREEMENT AND RENEWALS	2
4.0. PROJECT SCHEDULE.....	2
5.0. PROFESSIONAL STAFF	3
6.0. COMPENSATION	4
7.0. DOCUMENT OWNERSHIP AND RECORDS.....	5
8.0. COMPLIANCE WITH LAWS.....	7
9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE	7
10.0. TERMINATION.....	7
11.0. ADJUSTMENTS	8
12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY	8
13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS	9
14.0. THIRD PARTY BENEFICIARY	10
15.0. INSURANCE.....	10
16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS.....	12
17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT	13
18.0. DOCUMENTED ALIENS	14
19.0. E-VERIFY CLAUSE	14
20.0. INSPECTOR GENERAL	14
21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT	14
22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473.....	15
23.0. AVAILABILITY OF FUNDS	15
24.0. AUDIT AND EXAMINATION OF RECORDS.....	15
25.0. GOVERNING LAW AND VENUE.....	16
26.0. NOTICE.....	17
27.0. HEADINGS	17
28.0. CONTRACT LANGUAGE AND INTERPRETATION	17
29.0. ASSIGNMENT	18
30.0. SEVERABILITY	18
31.0. INTEGRATION.....	18
32.0. ATTACHMENTS.....	18

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

THIS AGREEMENT, made and entered into this 13th day of February 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and The Balmoral Group, LLC, hereinafter called “CONSULTANT,” registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 165 Lincoln Ave., Winter Park, FL. 32789.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 528 Widening from Narcoossee Road to SR 417 identified as Project 528-160 and Contract No. 001589.

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

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

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

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with five one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

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

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

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

5.0. PROFESSIONAL STAFF

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

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Comprehensive Engineering Services, Inc.	Class I
DRMP, Inc.	Class I
DRMP , Inc. (Survey)	Class II
Geotechnical and Environmental Consultants, Inc.	Class II
WBQ Design & Engineering, Inc.	Class I
WBQ Design & Engineering, Inc. (Survey)	Class II
Base Consultants, Inc.	Class I

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$1,290,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 165 Lincoln Ave., Winter Park, FL. 32789.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

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

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

8.1 Limitation of Liability: Pursuant to SECTION 558.0035(1)(d), Florida Statutes, CONSULTANT maintains any professional liability insurance required under this contract. Therefore, pursuant to Section 558.0035(1)(c), Florida Statutes, an individual employee or agent of the CONSULTANT may not be held individually liable for damages resulting from negligence occurring within the course and scope of professional services rendered under this professional services contract

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

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

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

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

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to

indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

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

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

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

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that

the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

15.0. INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not

available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence/annual aggregate. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

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

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

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

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

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

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

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

18.0. DOCUMENTED ALIENS

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

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0. E-VERIFY CLAUSE

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

20.0. INSPECTOR GENERAL

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

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

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

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

- 22.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 22.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 22.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 22.4. been engaged in business operations in Cuba or Syria; or
- 22.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

23.0. AVAILABILITY OF FUNDS

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

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

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

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

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

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

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

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

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. NOTICE

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

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

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

To CONSULTANT: The Balmoral Group, LLC
165 Lincoln Ave.
Winter Park, FL. 32789
Attn: Greg Seidel, P.E

The Balmoral Group, LLC
165 Lincoln Ave.
Winter Park, FL. 32789
Attn: Byron Sprague, P.E

27.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined

that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

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

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

29.0. ASSIGNMENT

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

30.0. SEVERABILITY

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

31.0. INTEGRATION

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

32.0. ATTACHMENTS

- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart
- Exhibit "E", Project Location Map [Note: Attach if applicable]
- Exhibit "F", Project Schedule [Note: Attach if applicable]
- Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on February 13, 2020.

THE BALMORAL GROUP, LLC

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: *Valerie Seidel*
Authorized Signature

BY: *Arnell Williams*
Director of Procurement

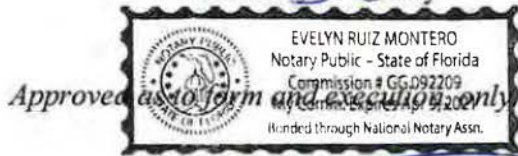
Print Name: Valerie Seidel

Print Name: Arnell Williams

Title: President

Effective Date: 2/13/20

ATTEST: *Evelyn Ruiz Montero* (Seal)
Secretary or Notary



[Signature]
General Counsel for CFX

20 FEB 20 14:35

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 528 WIDENING
Narcoossee Road to S.R. 417**

PROJECT NO. 528-160

IN ORANGE COUNTY, FLORIDA

January 27, 2020

TABLE OF
CONTENTS

Description	Page No. A-
1.0 GENERAL.....	5
1.01 Location.....	5
1.02 Description.....	5
1.03 Purpose.....	5
1.04 Organization.....	5
1.05 Term of Agreement for Design Services.....	6
2.0 STANDARDS.....	7
3.0 DESIGN CRITERIA.....	8
3.01 General.....	8
3.02 Geometry.....	8
3.03 Bridge and Other Structures.....	11
4.0 WORK PERFORMED BY CONSULTANT.....	12
4.01 Design Features.....	12
4.02 Governmental Agencies.....	12
4.03 Preliminary Design Report - Review.....	12
4.04 Surveys and Mapping (DRMP & WBQ).....	13
4.05 Geotechnical Investigation.....	16
4.06 Contamination Impact Analysis.....	17
4.07 Pavement Design.....	17
4.08 Governmental Agency and Public Meetings.....	18
4.09 Environmental Permits.....	18
4.10 Utilities.....	19
4.11 Roadway Design.....	20
4.12 Structures Design.....	22
4.13 Drainage Design.....	22
4.14 Roadway Lighting.....	23
4.15 Traffic Engineering.....	24
4.16 Signing and Pavement Marking Plans.....	24
4.17 Right-of-Way Surveys.....	25
4.18 Cost Estimates.....	25
4.19 Special Provisions and Specifications.....	25

4.20	Fiber Optic Network (FON)	25
4.21	Toll Plazas	29
4.22	Arc Flash Hazard Analysis	29
4.23	Post-Design Services	30
5.0	MATERIALS FURNISHED BY CFX OR ITS DESIGNEE.....	32
5.01	Record Documents	32
5.02	Traffic Data.....	32
5.03	Other	32
6.0	WORK PERFORMED BY CFX OR ITS DESIGNEE.....	33
6.01	Right-of-Way Acquisition	33
6.02	Utility Agreements	33
6.03	Public Involvement.....	33
6.04	Contracts and Specifications Services.....	33
6.05	Post-Design Services	33
6.06	Environmental Permits	33
6.07	Conceptual Specialty Design.....	33
7.0	ADMINISTRATION.....	34
7.01	Central Florida Expressway Authority	34
7.02	CFX's Project Manager	34
7.03	Consultant.....	34
7.04	Project Control.....	35
7.05	Work Progress	35
7.06	Schedule.....	36
7.07	Project Related Correspondence.....	36
7.08	Quality Control	36
7.09	Consultant Personnel	36
7.10	Site Visit	37
7.11	Acceptability of the Work	37
7.12	Design Documentation	37
7.13	Reviews and Submittals.....	38
7.14	30% Roadway Plan Submittal	40
7.15	60% Roadway Plan Submittal	41
7.16	90% Roadway Plan Submittal	43
7.17	100% Roadway, Bridge, Structural and Right-of-Way Plans	45
7.18	Pre-Bid Plans	45

7.19 Bid Set 45

1.0 GENERAL

1.01 Location

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

1.02 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 528 outside widening from Narcoossee Road to SR 417. Specifically, the project consists of widening to the outside to accommodate an additional general use travel lane in the eastbound direction, widening to the inside to accommodate the appropriate inside shoulder width, and widening to provide a two-lane exit at SR 417. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed eastbound S.R. 528 outside widening from Narcoossee Road to SR 417.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.04 Organization

- A. CFX's Project Manager will administer the Consultant services detailed

in this scope. The following sections define the duties and obligations of CFX and the Consultant.

1.05 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within twelve (12) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.

- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2019 edition, and updates thereafter, shall be used for this project.
 2. The FDOT Standard Plans
 3. The FDOT Design Manual
 4. The FDOT Basis of Estimates Handbook
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book)
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD)

3.0 DESIGN CRITERIA

3.01 General

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

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

3.02 Geometry

- A. The following criteria are to be incorporated into the design:

<u>DESIGN ELEMENT</u>	<u>EXPRESSWAY</u>		<u>CROSSROADS/ COLLECTORS</u>
	<u>MAINLINE</u>	<u>RAMPS</u>	
<u>Design Speed, MPH</u>	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
<u>Horizontal Alignment</u>			
a. Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
b. Max. Superelevation, ft. /ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1	
d. Transitions	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
<u>Vertical Alignment</u>			
a. Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector Rural
b. Vertical Curvature (K) (K=Len./%grade change)			
Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
<u>Cross Sections</u>			
a. Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
b. Shoulder width, ft.			
Right	<u>4-Lane</u> 12 (10 paved)	<u>Single Lane</u> 6 (4 paved)	8 (4*paved)
Left	8 (4 paved)	6 (2 paved)	8 (2 paved)
			* min. 5' paved FDOT

<u>DESIGN ELEMENT</u>	<u>EXPRESSWAY</u>		<u>CROSSROADS/ COLLECTORS</u>
	<u>MAINLINE</u>	<u>RAMPS</u>	
Right	<u>6-Lane</u> 12 (10 paved)	<u>Dual Lane</u> 10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
<u>Bridges, ft.</u>	<u>4-Lane</u>	<u>Single-Lane</u>	
Right	10	6	
Left	6	6	
	<u>6-Lane</u>	<u>Dual Lane</u>	
Right	10	10	
Left	10	6	
c. Cross Slopes			
1. Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
2. Bridge Lanes	2% typ. (no break)		
3. Left Shoulder	Match Mainline	5%	5%
4. Right Shoulder	Match Mainline	6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Lateral Offset	FDM Table 215.2.4	FDM Table 215.2.4	FDM Table 215.4
Vertical Clearance, ft.			
a. Over Roadway*	16.5	16.5	16.5
b. Overhead Signs	17.5	17.5	17.5
c. Over Railroad	23.5	23.5	N/A

Ramp Operations

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

Right of Way

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

3.03 Bridge and Other Structures

- A. All plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

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

4.01 Design Features

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

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 outside widening from east of Narcoossee Road (Station 905+00 +/-) to east of the exit to SR 417 (Station 1015+00 +/-). Specifically, the project consists of milling and resurfacing the existing pavement from west of Narcoossee Road to Station 947+00 +/- to remove the existing outside lane drop, widening to the outside for the additional general use lane, widening to the median to accommodate appropriate inside shoulder width, and to the outside to provide a two-lane exit to SR 417. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.02 Governmental Agencies

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

4.03 Preliminary Design Report - Review

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

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

- B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items:
1. Add parallel deceleration lane to create the two-lane exit to SR 417 including necessary widening along the existing ramp.
 2. Pavement analysis
 3. Drainage and permitting approach
 4. Hydroplaning Analysis
 5. Adjacent project coordination including LED lighting conversion by 528-143 and rail construction by Brightline Trains

4.04 Surveys and Mapping (**DRMP & WBQ**)

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

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

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

- B. Alignment (WBQ)

Right of Way dgn/geopak files and alignment dgn/geopak files (as available) to be provided to design team by CFX. Calculate/Locate Alignment and R/W for construction purposes. Alignment and R/W will not be set/staked in field. Alignment will be referenced by station and offset of control established in 27.1 and 27.2 and included in CTL/PNC sheets prepared in 27.5.

Research Recon Recover existing CL Survey and R/W monumentation per SR 528 Project 907 Right of Way Map, Eastern Beltway 775300-6440-401/402 Right of Way Map, Virgin Train Easement Surveys.

Prepare ALIGNRD01 & RW528-160_RW Lines dgn files.

C. Reference Points (WBQ)

1. Utilize Right of Way dgn/geopak files and alignment dgn/geopak files (as available) provided to design team by CFX, control established in Task 27.1 and Task 27.2 and alignment/RW from Task 27.3. Prepare CTL/PNC sheets for Design Plans (mainline and side streets)

D. Bench Levels (WBQ)

1. The Consultant shall establish new benchmarks on points established in 27.1.

E. Topography (DRMP & WBQ)

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1" =50' display scale shall be conducted by the Consultant.
2. Topographic survey of S.R. 528 (Eastbound only) from Narcoossee Rd to S.R. 417 will extend from the grass median of S.R. 528 to toe of slope and/or right of way fence. Survey data will be collected using a combination of Terrestrial Mobile LiDAR (TML), GPS and conventional methods.
3. The Consultant will obtain existing pavement elevations and cross slopes along the inside travel lane and outside travel lane every 100' from TML data.
4. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM. (WBQ)
5. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey (WBQ)

Perform a 3D DTM Survey of off pavement area; from EB south edge of pavement to 25' past R/W and the grassed median within the project limits. Provide to DRMP for Data merge.

Perform a drainage survey including pipe type, location, size and flow line elevations.

G. Underground Utilities (DRMP)

Locate all underground utilities, horizontally and vertically as flagged by

respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas. DRMP will provide survey support of a total of 240 geotechnical borings as described below:

QL-B (Designates): Designate of an estimate of 4 underground utilities lying within area of interest. According to Sunshine 811 (OneCall) Design Ticket # 347900623, there are 17 utility companies with infrastructure within the area to be investigated, but only 4 will be considered per current site conditions. ITS will be designated by CFX, DRMP will survey the ITS line only.

Utilities x 14,678 ft = 58,712 ft = 11.12 mi (Approx)

QL-A (Test Holes) - Verification Test Holes & Conflict Test Holes
Estimate of 3 Verification test hole per utility to support designate effort
4 utilities x 3 Test Holes = 12 Verification Test Holes. An estimate of 30 Test Holes for conflict resolution, 20 test holes to clear new light poles, single pole traffic signs. Clearance Holes consisting of a cross of five (5) test holes per clearance area for 3- Multi Pole Traffic Signs, 2-Overhead Sign Structures and 1-Cantilever Sign Structure. $(6+4+1) * 5 = 55$ Test Holes.

Total Locates = $12+45+20+55 = 117$ test Holes

H. Right-of-Way Ties (WBQ)

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

I. Bridge Survey (N/A)

J. Jurisdictional Line Surveys (WBQ)

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC: anticipate 4 miles of wetland delineation (includes surveying flagging for surface waters or roadside ditches).

K. Geotechnical Surveys (DRMP)

Locate and/or stake boring locations as needed for geotechnical investigations. DRMP will provide survey support of a total of 240 geotechnical borings as described below:

- Roadway- 212 borings • Ponds/Swales- 16 borings • Piezometers- 4
- Signs- 5 borings • CCTV Poles- 3 borings.

Total Amount = 240

L. Prior to construction, the Consultant shall re-flag and reset project horizontal and vertical control points and meet with the construction contractor to review these points.

M. CFX ITS/FON (DRMP)

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

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

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

4.05 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures;

allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.

- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.06 Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Part 2, Chapter 20, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.
- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.07 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.
- B. The proposed pavement design recommendation, resulting from the

Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.08 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
- B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.09 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges
13. Pre-application meeting with SFWMD

4.10 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall identify utility owners within the project

limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to accommodate construction.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.11 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.

- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.

- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 - 1. Cover sheet (key sheet)
 - 2. Summary of Pay Items
 - 3. General notes
 - 4. Summary Quantities sheets
 - 5. Project Layout
 - 6. Typical roadway sections
 - 7. Typical roadway details
 - 8. Plans and profiles (plans at 1" = 50' scale)
 - 9. Interchange layout plans
 - 10. Ramp Terminal Details
 - 11. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 10' vert.)
 - a. 1/2 section from WB EOT to southern LA R/W line (minimum)
 - b. Earthwork quantities
 - 12. Traffic Control Sheets including Temporary Drainage
 - 13. Utility Adjustment Sheets

14. Details
15. Special provisions
16. Special specifications

4.12 Structures Design

- A. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 1. Sign structures:
 - a. Structural evaluation of the following existing structures:
 - i. Overhead truss with 1 DMS, 1 static sign panel)
 - b. Design of sign structures:
 - i. 2 Overhead Cantilever
 - ii. 3 Overhead Truss
 - iii. 3 Multi-Post ground mount signs

4.13 Drainage Design

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

7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.
 8. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
 2. Drainage structure details
 3. Storm drain and culvert profiles and/or drainage cross-sections
 4. Lateral ditches/channels
 5. Outfall ditches/channels
 6. Retention/detention ponds/exfiltrationsystem

4.14 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. The Consultant shall provide arc flash and short circuit analysis for Roadway Lighting.
- C. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- D. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 - Cover sheet (key sheet)
 - Tabulation of Quantities
 - General notes

- Pole data and Legend sheet
- Project Layout sheet
- Plans sheets (plans at 1"=50' scale)
- Service point detail
- Special Details

4.15 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes entering and leaving Orlando International Airport unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.16 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.

- C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).
- D. The Consultant shall determine the existing structures that will be impacted by the widening and need to be replaced.
- E. Replace DMS 528-14.0 WB and place new DMS approaching the SR 417 interchange (2 DMS signs).

4.17 Right-of-Way Surveys

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

4.18 Cost Estimates

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

4.19 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

4.20 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary. Any devices that are damaged or impacted by the project shall be replaced. The Consultant shall provide arc flash and short circuit analysis for the FON components.
2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON

- d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
- e. Manhole/Pull box locations and stub-out details (standard details provided)
- f. Device layout
- g. Device installation details
- h. Conduit installation details (standard details provided)
- i. Fiber optic cable route marker detail (standard details provided)
- j. Fiber count per conduit
- k. Communications interconnect
- l. Connectivity with the FON backbone conduits
- m. Fiber cable splice details for new or relocated fiber optic cabling.
- n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
- o. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
- p. Design Methodology Report shall include voltage drop calculation, typical cabinet load summary table and CCTV sighting for proposed camera locations. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.
- q. Grounding
- r. Table of quantities
- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- v. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- w. Replacement of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details

- provided), in the event existing DCS would not survive project construction.
- x. Relocation of existing dynamic message sign (DMS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to replace the existing site and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
 - y. Replacement of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
 - z. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.
 - aa. Install new EB DMS approaching the SR 417 Interchange.
 - bb. Replace existing EB backbone/feeder conduit and place within proposed outside shoulder widening.
 - cc. Replace any existing Skyline DMS within the project limits to the new CFX standard. Coordinate with CFX staff to obtain manufacturer for new proposed sign.
3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
 - j. Location of proposed sound walls

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.
2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance of Fiber Operations

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

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.
2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.

- E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.21 Toll Plazas

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

4.22 Arc Flash Hazard Analysis

- A. This project includes an Arc Flash Hazard Analysis for the roadway lighting and ITS load centers as detailed below:
 1. Identify the locations of lighting load centers at the power service-entrance locations. Conduct a field visit to obtain any necessary data required for the arc flash hazard analysis.
 2. Data Collection – Coordination is required with the local power company to gather technical information on their transformer and impedance, operating voltage, power service delivery type, and any other necessary information.
 3. Prepare a One-Line Diagram of the system for each individual power service-entrance location. The results of analysis such as short circuit studies and arc flash hazard assessment shall be placed on the diagram.
 4. Perform a short Circuit Study – Calculate the short circuit current in symmetrical RMS amperes for all buses or equipment, and for each possible operation mode.
 5. Calculate arc current for every required equipment or bus.
 6. Estimate arcing time by plotting Time-Current Curve and obtaining the trip time of branch and main circuit breakers.
 7. Estimate arc flash incident energy for the equipment at the given distances. Evaluate incident energy for each type of possible connection and arc current changing through the series of breaker operations.
 8. Determine the arc flash boundary.
 9. The arc flash hazard analysis shall be documented in a detailed report. The report should include the following items.
 10. The name of person performing the assessment
 11. The date of assessment.
 12. All data collected and used in the assessment, including protective device settings.
 13. Assumptions used in the absence of data.
 14. The name of the software and the revision.
 15. Provide documentation for all results related to incident energy and arc flash boundary for each equipment.
 16. Arc Flash Labeling – Include provisions in the plans or specifications to furnish and install labels. Arc flash labels are to

be placed on exterior cover of equipment at the power service-entrance locations. Arc flash labels should be located in a place that is easily visible and readable from some distance. The label shall include nominal voltage, arc flash boundary, and site-specific level of personal protection equipment, minimum arc rating of clothing, available incident energy and the corresponding working distance.

4.23 Post-Design Services

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

Reviews will be conducted and returned within two weeks from receipt of information.

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

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

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

5.02 Traffic Data

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

5.03 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

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

6.02 Utility Agreements

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

6.03 Public Involvement

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

6.04 Contracts and Specifications Services

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

6.05 Post-Design Services

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

6.06 Environmental Permits

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

6.07 Conceptual Specialty Design

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

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority

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

7.02 CFX's Project Manager

CFX's Project Manager will:

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

7.03 Consultant

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

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

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

7.04 Project Control

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

7.05 Work Progress

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

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

7.06 Schedule

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

7.07 Project Related Correspondence

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

7.08 Quality Control

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

7.09 Consultant Personnel

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

7.10 Site Visit

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

7.11 Acceptability of the Work

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

7.12 Design Documentation

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

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

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)

2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 3. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 4. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 5. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 6. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 7. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.
 2. The design components impacted.
 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

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

4. Plan and Profile Sheets

- a. Centerline plotted.
- b. Reference points and bench marks shown.
- c. Existing topography.
- d. Base line of surveys, curve data, bearings, etc. shown.
- e. Beginning and end stations (project and construction).
- f. Geometric dimensions.
- g. Proposed and existing limited access right-of-way lines.
- h. Existing ground line.
- i. Proposed profile grade.
- j. Type, size and horizontal location of existing utilities.
- k. Drainage structures and numbers are shown
- l. Drainage ponds are shown.

5. Cross Sections

- a. Existing ground line.
- b. Preliminary templates at critical locations (not to exceed 500 feet).
- c. Existing utilities shown.

6. Interchange Layout and Ramp Profiles

- a. Geometric dimensions.
- b. Proposed profile grades.

7. Right-of-Way Control Survey

8. Signing and Pavement Markings

- a. Striping layout.
- b. Sign structure locations.
- c. Roll plot with guide sign panels shown

7.15 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

1. Key Map
 - a. Project description and number shown.
 - b. Equations, exceptions and bridge stations shown.
 - c. North arrow and scale included.
 - d. Consultant and CFX sign-off included.
 - e. Contract set index complete.
 - f. Index of sheets updated.

2. Drainage Maps
 - a. Flood data shown.
 - b. Cross drains and storm sewer shown.
 - c. Bridges shown with beginning and ending stations.
 - d. Interchange supplemental sheets updated.

3. Typical Section Sheets
 - a. All required typical sections are included.
 - b. Limited access right-of-way lines are shown.
 - c. Design speed and traffic are shown.
 - d. Special details have been completed.
 - e. Station limits of each typical section are shown.

4. Plan and Profile Sheets
 - a. Match lines shown.
 - b. Limited access right-of-way lines shown.
 - c. Stations and offset shown for all fence corners and angles.
 - d. All work shown should be within right-of-way or proposed easement.
 - e. Drainage structures and numbers are shown.
 - f. Drainage ponds shown.
 - g. Curve data and superelevation included.
 - h. Pavement edges, shoulders and dimensions shown.
 - i. Project and construction limits shown.
 - j. Bridges shown with beginning and ending stations.
 - k. General Notes.

5. Drainage Structures
 - a. Drainage structures plotted and numbered.
 - b. Station location and offsets identified.

6. Cross Sections
 - a. Templates are shown at all stations.
 - b. Limited access right-of-way lines are shown.
 - c. Cross section pattern sheet included.
 - d. Miscellaneous notes included.
 - e. Boring profiles.

7. Interchange Layouts, Ramp Profiles and Intersection Details
 - a. Geometric data shown.
 - b. Profiles finalized.
 - c. Coordinate data shown.
 - d. Limited access right-of-way lines shown.
 - e. Curve data shown.
 - f. Bearings and bridges shown.
 - g. Cross roads, frontage roads, and access roads shown.
 - h. Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Intelligent Transportation System (ITS) Plans

12. Highway Lighting Plans

13. Selective Clearing and Grubbing (if required)

7.16 90% Roadway Plan Submittal

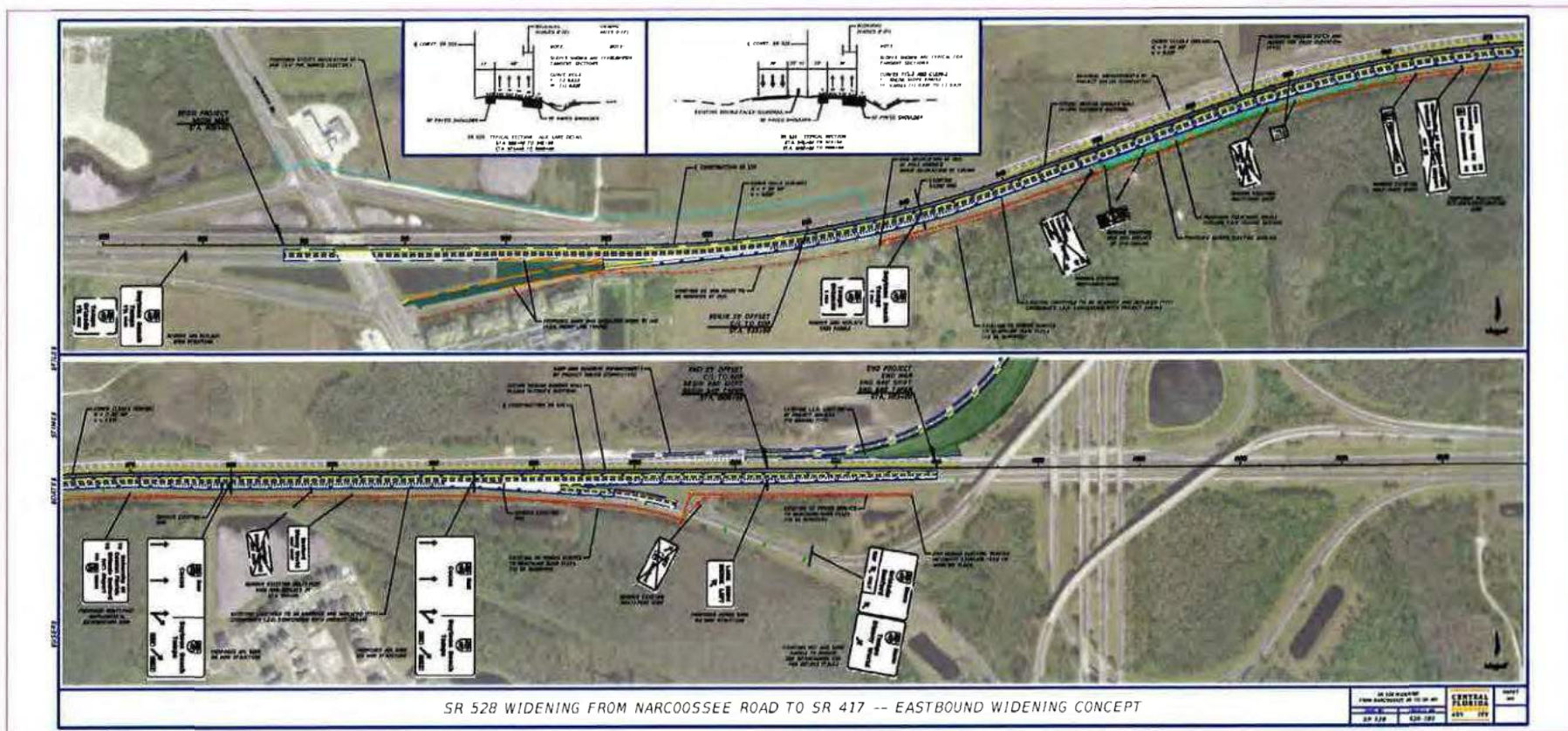
- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:
 1. Key Map
 - a. Length of Project with exceptions shown.
 - b. Index of sheets updated.

2. Drainage Maps
 - a. Drainage divides, areas and flow arrows shown.
 - b. Elevation datum and design high water information shown.
 - c. Disclaimer and other appropriate notes added.
3. Typical Section Sheets
4. Plan and Profile Sheets
 - a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
 - b. Limits of side road construction.
 - c. Angle and stationing for intersections.
 - d. Treatment for non-standard superelevation transitions diagramed.
 - e. General notes shown.
 - f. Special ditches profiled.
5. Drainage Structures
 - a. Existing structures requiring modifications are shown.
 - b. Existing and proposed utilities are shown.
6. Soil Borings
 - a. Soils data and estimated high seasonal groundwater table shown.
7. Cross Section Sheets
 - a. Scale and special ditch grades shown.
 - b. Utilities plotted.
 - c. Sub-excavation shown.
 - d. Volumes computed and shown.
8. Utility Relocation Plans
 - a. Utility relocation plans prepared.
9. Traffic Control Plans
10. Signing and Pavement Marking Plans
11. Signalization Plans

12. Intelligent Transportation System (ITS) Plans
 13. Highway Lighting Plans
 14. Selective Clearing and Grubbing (if required)
- 7.17 100% Roadway, Bridge, Structural and Right-of-Way Plans
- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.18 Pre-Bid Plans
- 7.19 Bid Set

Exhibit "E"

Project Location Map





MEMORANDUM

Date: January 27, 2020
To: Jamison Edwards, PE, CFX Engineering Project Manager
From: James E. Bradford, PE *JEB*
Subject: Design Consultant ~~Services~~ – Contract No. 001589
SR 528 Eastbound Widening from Narcoossee Rd to SR 417
CFX Project No. 528-160

Comments:

I have reviewed the fee sheet and scope of services submitted by the Balmoral Group sent via E-mail on January 27, 2020 for SR 528 EB Widening from Narcoossee Rd to SR 417 (CFX Project No. 528-160). This requested contract is to provide professional services to prepare construction plans and bid documents.

The work authorization request is attached and costs are detailed below:

\$ 404,025.56	in Labor Cost (Prime)
\$ 0.00	in Direct Cost (Prime)
<u>\$ 778,991.18</u>	<u>in Subconsultant Cost</u>
\$ 1,183,016.74	Total Requested

The total manhours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$1,183,016.74.

Should you have questions or need additional information, please call me at 321.354.9605.

CC:

Keith Jackson, PE Dewberry
File

EXHIBIT D

PROJECT ORGANIZATIONAL CHART



Capabilities and Experience

Subconsultants

1. BASE Consultants, Inc. (BASE) SSBE, M/WBE
2. Comprehensive Engineering Services, Inc. (CES) SSBE
3. DRMP, Inc. (DRMP)
4. Geotechnical & Environmental Consultants, Inc. (GEC) SSBE
5. WBQ Design & Engineering, Inc. (WBQ) SSBE, M/WBE

CFX

Director in Charge

Sherman Klaus, P.E. (24)

Project Manager

Gregory Seidel, P.E. (30)

Roadway/TTCP/S&PM

Byron Sprague, P.E. (15)
Albert Smidebush, P.E. (12)
Arban Gjonbibaj, P.E. (6)
Armando Perez, E.I. (4)
TJ Lallathin, P.E.³ (16)

Drainage

Katrina Paolini, P.E. (11)
Jennifer Nunn, P.E. (14)
Amanda Exposito-Ferree, P.E. (6)
Makese Powe, E.I. (4)
Anthony Lowe (2)

Structures

Ram Kozhikote, P.E.¹ (30)
Ken Zagers, P.E.¹ (23)

Traffic/Signals/ITS

Robert Sykes, P.E.² (14)
Ernest Herbert, P.E., PTOE (9)
Zachary Prytula, E.I.² (5)

Survey/Mapping

Danny Williams, PSM⁵ (33)
Darrell Andrews, PSM⁵ (22)
Frank Lopez, PSM³ (16)
Ryan Grab, CST³ (20)

Geotechnical

Daniel Stanfill, P.E.⁴ (35)
Craig Ballock, P.E.⁴ (15)

Utility Coordination

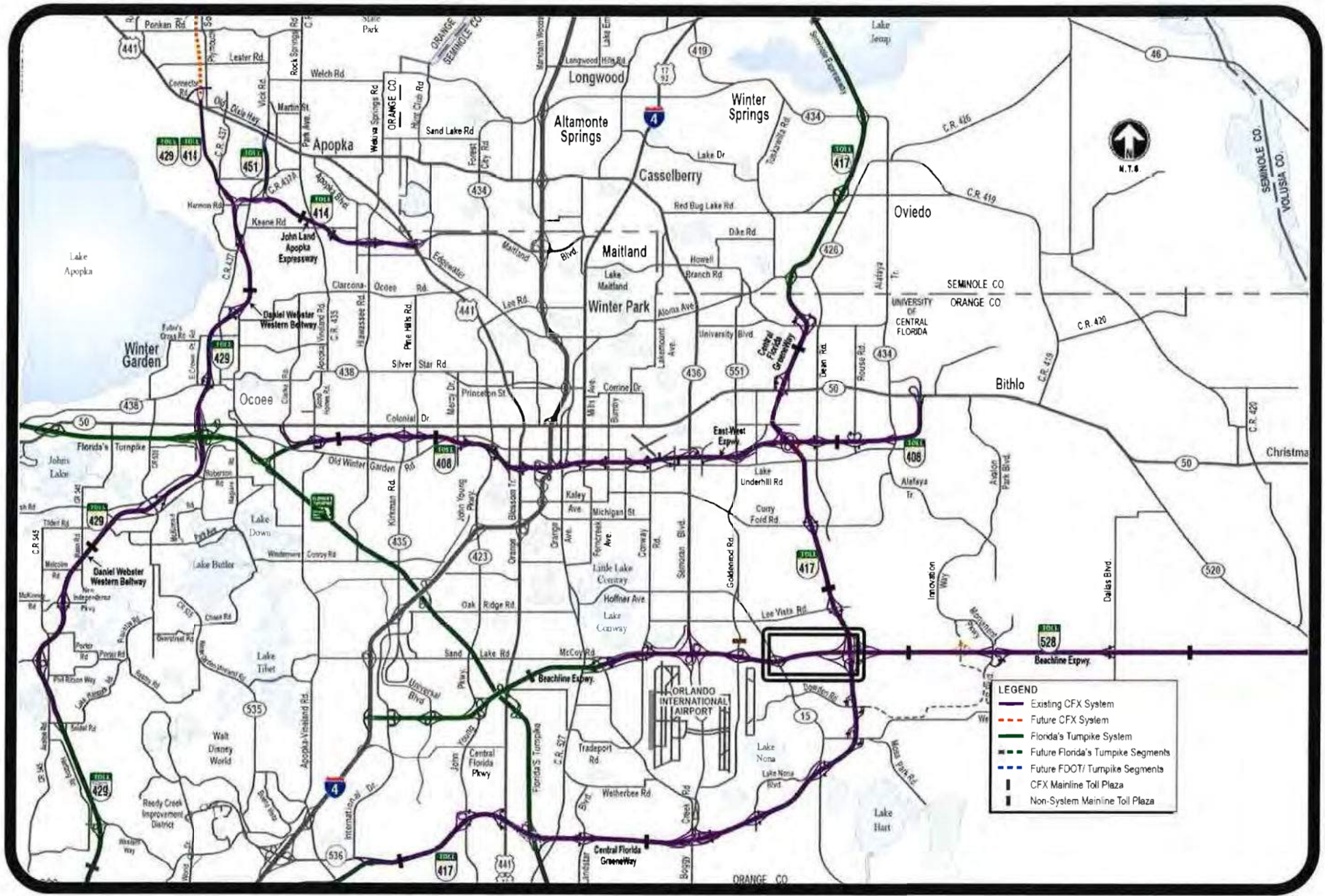
Sherman Klaus, P.E. (24)
Armando Perez, E.I. (4)

Lighting

Jim Highland, P.E.³ (30)
Bharathi Chigurupati, P.E.³ (13)

EXHIBIT E

PROJECT LOCATION MAP



Project Location Map for
 SR 528 Widening From Narcoossee Road to SR 417 (528-160)

EXHIBIT F

SCHEDULE



Schedule

- 6 months
- Begin Design from Day 1 with existing info
- All field data obtained in first 60 days

6 Month Design Schedule	2020						
	Jan.	Feb.	Mar.	Apr.	May	June	July
Notice to Proceed	→						
Field Survey	█						
Geotechnical Investigations	█						
Preliminary Design Report	█						
60% Roadway/Drainage Plans			█				
100% Roadway/Drainage Plans					█		
Bid Submittal						█	

**CONSENT AGENDA ITEM
#6**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

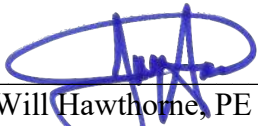
DATE: August 23, 2021

SUBJECT: Approval of Master Services Agreement with Utah State University (USU) for
Specialized Research Services
Project No. 516-237, Contract No. 001827

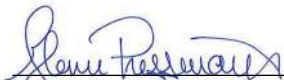
Board approval is requested to enter into an Agreement with USU in a not-to-exceed amount of \$2,250,000.00. The agreement will be from September 9, 2021 to September 8, 2025. The work to be performed includes specialized research services supporting CFX and Advancing Sustainability through Powered Infrastructure for Roadway Electrification (ASPIRE) pilot project.

This contract is included in the Five-Year Work Plan.

Reviewed by:



Will Hawthorne, PE
Director of Engineering



Glenn Pressimone, PE

UTAH STATE UNIVERSITY
MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT, (“Agreement”) effective (“Effective Date”) between Utah State University, a State of Utah institute of higher education, dedicated to serving the public through learning, discovery, and engagement, having its principal offices at 1415 Old Main Hill, Room 64, Logan, Utah 84322-1415 (“USU”) and the Central Florida Expressway Authority, a body politic and agency of the State of Florida, having an office and place of business at 4974 ORL Tower Rd., Orlando, FL 32807 (“SPONSOR”). USU and SPONSOR each may be referred to herein as a “Party” or collectively as the “Parties.”

WITNESSETH

WHEREAS, the Specialized Research Services contemplated by this Agreement are of mutual interest and benefit to the USU and the SPONSOR, will further USU’s education and research objectives in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may produce benefits for both USU and SPONSOR through inventions, improvements, and/or discoveries;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

Section 1. Definitions

- 1.1 “Specialized Research Services” shall refer to the performance of services under a Task Order by Staff Members.
- 1.2 “Staff Member” shall mean employees, independent contractors, subcontractors, consultants, student assistants, and students of the USU, who shall perform the Services.
- 1.3 “Proprietary Information” shall include, but not be limited to, non-public information regarding processes, data, conceptions, formulas, employee data, research plans, business strategies, costs, process, licenses, patent applications, and materials.
- 1.4 “Task Order” shall refer to the document (contract, purchase order, or task order), which authorizes performance of specific Specialized Research Services under this Agreement. If Task Orders are issued, they shall use the format provided for in section 3.1 and include a scope of work.
- 1.5 “Intellectual Property” or (“IP”) shall include, without limitation, any inventions, improvements, and discoveries including, all computer software, works, material, and data, whether or not protectable by patent, trade secret, or copyright.

Section 2. Term. The term of this Agreement is the Effective Date to _____, 2025 (“Term”), unless sooner terminated or extended in accordance with the terms of this Agreement.

Section 3. Task Order Authorization, Cost and Payment

3.1 *Initiating a Task Order.* Whenever SPONSOR solicits a proposal for services to be provided or USU desires to submit a proposal for services to be offered to SPONSOR for performance of Specialized Research Services under this Agreement, a Task Order shall be prepared and executed by the Parties in substantially the same form as one of the forms attached hereto as Exhibit “A-1” or Exhibit “A-2”, depending on the nature of the scope of work, which shall include a scope of work developed to include the following:

- a. The description of the Specialized Research Services (Statement of Work) to be completed;
- b. The period of performance by which the Specialized Research Services are to be completed;
- c. Identification of any deliverables or requirements beyond a final report; and
- d. Budget or costs of Specialized Research Services to be undertaken.

3.2 *Cost Limitations and Payments.* The cost limitation of this Agreement is Two Million Two Hundred Fifty Thousand and No/100 Dollars (\$2,250,000.00) (“Cost Limitation”). In the event the cumulative total of all Task Orders issued under the Agreement are anticipated to exceed the Cost Limitation, an amendment to this Agreement executed by both of the Parties will be required prior to exceeding the Cost Limitation. Unless otherwise set forth in a Task Order, SPONSOR agrees to pay to USU the specified amount under the terms of each Task Order no later than forty-five (45) days of the date of receipt of an invoice by SPONSOR.

3.3 *Invoicing.* For each Task Order, USU will render its invoice according to the payment terms of each Task Order to the e-mail address shown below:

Billing Address:

Billing@CFXWay.com

Payments shall be made to:

LB 410027

Utah State University

PO Box 35146

Seattle, WA 98124-5146

(Please include invoice number where applicable)

3.4 *Failure to Pay.* USU reserves the right to discontinue performance of any Specialized Research Services under any Task Order if SPONSOR fails to pay any USU invoice as outlined in the terms of each Task Order.

Section 4. Reports. For each Task Order, USU shall provide SPONSOR a final report summarizing the results.

Section 5. Publicity. Each Party agrees not to authorize or commission the publication of any promotional materials containing any reference to the other Party without the prior written approval of the other Party; provided that USU may include SPONSOR’s name and services

provided in published listings of sponsors. The provisions of this Section shall survive termination of the Agreement.

Section 6. Publication. USU reserves the right to publish or permit to be published by Staff Member(s) any results or conclusions of the Specialized Research Services undertaken by USU. To prevent untimely disclosure or exploitation of Proprietary Information or other materials or information proprietary to SPONSOR, USU shall provide SPONSOR with a copy of any proposed publication resulting from the Specialized Research Services at least thirty (30) days prior to submission for publication. If during that time, USU receives written notification from the SPONSOR that the proposed publication contains Proprietary Information, USU may agree to extend the review period to ninety (90) days to give SPONSOR time to address concerns. If SPONSOR determines that Proprietary Information is included in the proposed publication, USU will, at SPONSOR's request remove such Proprietary Information prior to submission for publication. Furthermore, at SPONSOR's request, the proposed publication may be delayed up to an additional ninety (90) days (not to exceed a total six (6) month delay in publication) to submit provisional patents if applicable. If SPONSOR seeks to delay publication, SPONSOR shall make such request in writing.

Section 7. Intellectual Property

7.1 *USU IP.* Title to all Intellectual Property conceived and/or developed by one or more Staff Members in the course of performance of the Specialized Research Services shall reside in USU.

7.2 *Sponsor IP.* Title to all Intellectual Property conceived and/or developed by one or more employees, contractors (other than USU), consultants, or agents of SPONSOR in the course of performance of the Specialized Research Services shall reside in SPONSOR.

7.3 *Joint IP.* Title to all Intellectual Property conceived and/or developed by one or more Staff Members together with one or more employees, contractors, consultants, or agents of SPONSOR in the course of performance of the Specialized Research Services shall reside jointly with USU and SPONSOR.

Section 8. Indemnity. Subject to the limits and limitations set forth in Section 768.28, Florida Statutes, SPONSOR shall indemnify, hold harmless, and save from liability USU, Staff Members, and the Board of Regents of the Utah System of Higher Education, including their officers, and employees from and against any and all claims, demands, and actions arising out of or relating to the SPONSOR'S negligent actions or omissions under this Agreement or related to the receipt and use of the Specialized Research Services to the extent not otherwise caused by the gross negligence, recklessness or intentional misconduct of USU. Subject to the limits and limitations set forth in the Act (hereinafter defined), USU shall indemnify, hold harmless, and save from liability SPONSOR, its employees, agents, consultants and contractors, including their officers, and employees from and against any and all claims, demands, and actions arising out of or relating to the USU'S negligent actions or omissions under this Agreement or related to the preparation and use of the Specialized Research Services to the extent not otherwise caused by the gross negligence, recklessness or intentional misconduct of SPONSOR.

Section 9. Warranty Disclaimer. USU disclaims any and all express or implied warranties with respect to the Specialized Research Services, Intellectual Property, and/or any associated results/deliverables, including, but not limited to: their condition, their conformity to any representation or description, the existence of any latent or patent defects therein, their merchantability or fitness for a particular use or purpose, or their being free from infringement of any third-party rights. All results/deliverables are delivered to SPONSOR “as is”.

Section 10. Limitation of Liability

- 10.1 *SPONSOR’s use of Services results.* USU shall bear no liability for any claim, action, damage, or injury arising out of or related to SPONSOR’s use of any of the results/deliverables or Intellectual Property developed in the performance of the Specialized Research Services.
- 10.2 *USU’s failure to perform.* The cumulative liability of USU to SPONSOR for any claims, demands or actions arising out of or relating to this Agreement shall not exceed the total amount paid to USU during the twelve (12) months immediately preceding any such claim, demand, or action. USU shall not be liable for any business expense, machine down time, or loss of profits; any incidental, specific, special, exemplary, or consequential damages; or any claims or demands brought against SPONSOR or SPONSOR’s customers. The above liability limitations shall survive termination of this Agreement.

Section 11. Termination

- 11.1 *Termination.* Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.
- 11.2 *Non-cancellable costs.* Upon termination, SPONSOR shall within thirty (30) days of termination pay to USU any non-cancellable costs which have accrued or been obligated by USU up to the actual date of termination, which costs cannot otherwise be mitigated, cancelled, or avoided by USU upon receipt of the notice of the termination.

Section 12. Notice. Any notice or other communication given to either Party shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed below:

<u>To USU for Administrative Matters:</u>	<u>To SPONSOR for Administrative Matters:</u>
Nan Buxton	<u>Executive Director</u>
Sponsored Programs	<u>Central Florida Expressway Authority</u>
Office of Research and Graduate Studies	<u>4974 ORL Tower Road</u>
Utah State University	<u>Orlando, Florida 32807</u>
1415 Old Main Hill, Rm 64	Email: <u>Laura.Kelley@cfxway.com</u>
Logan, UT 84322-1415	
(435) 797-1659	
Email: <u>norma.buxton@usu.edu</u>	

To USU for Technical Matters:
Utah State University
Electrical & Computer Engineering Dept
9805 Old Main Hill
Logan, UT 84322-9805
Attn: Regan Zane, PhD

To SPONSOR for Technical Matters:
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

Section 13. Miscellaneous

- 13.1 *Choice of Law and Venue.* The Agreement will be governed by the laws of the United States and subject to the jurisdiction of the United States federal and state courts. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be handled in a United States court of competent jurisdiction.
- 13.2 *Compliance with the Law and Policy.* The Parties will adhere to and comply with (i) all applicable federal, state and local laws, regulations and ordinances; (ii) USU's applicable policies and procedures; and SPONSOR's applicable policies and procedures.
- 13.3 *Relationship of Parties.* In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.
- 13.4 *Confidentiality.* The Parties agree that terms of confidentiality or non-disclosure relating to the Specialized Research Services, if any, have been arranged in a separate Mutual Confidentiality Agreement executed on _____ between the Parties ("Confidentiality Agreement").
- 13.5 *Government Records and Management Act.* SPONSOR acknowledges that USU is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within USU's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that USU's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to USU that SPONSOR believes should be protected from disclosure must be accompanied by a written claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, USU may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to USU's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.
- 13.6 *Public Records Requirements of SPONSOR.* USU acknowledges that SPONSOR is a governmental entity subject to Chapter 119, Florida Statutes, as amended. Notwithstanding any provision to the contrary in the Agreement or the Confidentiality Agreement, SPONSOR may be required to disclose any information or record to the extent required by Chapter 119, Florida Statutes, or otherwise required by law, and to SPONSOR's employees, attorneys, accountants, consultants and other representatives on a need to know

basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in this Agreement and the Confidentiality Agreement.

IF USU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO USU'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

- 13.7 *Governmental Immunity.* SPONSOR further acknowledges that USU is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by USU of any protections, rights, or defenses applicable to USU under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of USU to incur by contract any liability for the operations, acts, or omissions of SPONSOR or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of USU contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of USU. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

USU further acknowledges that SPONSOR is a state agency under the Section 768.28, Florida Statutes. Nothing in the Agreement shall be construed as a waiver by SPONSOR of any protections, rights, defenses, or sovereign immunity applicable to SPONSOR under Section 768.28, Florida Statutes including without limitation, the provisions regarding limitation of judgments. It is not the intent of SPONSOR to incur by contract any liability for the operations, acts, or omissions of USU or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of SPONSOR contained in the Agreement are subject to Section 768.28, Florida Statutes, and are further limited only to claims that arise directly and solely from the negligent acts or omissions of SPONSOR. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

- 13.8 *Insurance.* USU carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require USU to carry different or additional insurance, and any obligations of USU contained in the Agreement to name a party as additional insured shall be limited

to naming such party as additional insured with respect to USU's negligent acts or omissions.

- 13.9 *Amendment and Supplement.* Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.
- 13.10 *Merger.* This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.
- 13.11 *Severability.* The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.
- 13.12 *Counterparts and Electronic Signatures.* This Agreement may be executed in multiple counterparts, including by electronic or digital signatures in accordance 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the Effective Date.

UTAH STATE UNIVERSITY

By: _____

Typed Name: Kevin Peterson

Title: Executive Director, Sponsored Programs

Date: _____

SPONSOR

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Laura Kelley, Executive Director

Date: _____, 2021

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

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on this
___ day of _____, 2021 for its exclusive
use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

EXHIBIT "A-1"

UTAH STATE UNIVERSITY
FIXED PRICE TASK ORDER

TASK ORDER NUMBER

Pursuant to the MASTER SERVICES AGREEMENT ("Agreement") between Utah State University (USU) and _____ (SPONSOR), dated _____ and effective until _____, USU will undertake this Task Order as follows:

Section 1. Scope of Work

1.1 Specialized Research Services to be performed shall be in accordance with the scope of work attached hereto as Attachment "A" ("Scope of Work").

Section 2. Cost and Payment

2.1 SPONSOR agrees to pay USU a fixed price amount of (\$ _____) for the Specialized Research Services rendered by USU for the performance of the Specialized Research Services identified in the attached Scope of Work.

2.2 SPONSOR agrees to pay 100% of the total fixed price amount, (\$ _____) within forty-five (45) days of receipt of an invoice for this Task Order. USU will render its invoice to the address identified in the Master Agreement, upon full execution of this Task Order. SPONSOR agrees to pay invoice within forty-five (45) days of the invoice date.

Section 3. Period of Performance

3.1 Period of Performance of this Task Order is _____ through _____ unless sooner terminated or extended by written amendment to this Task Order.

Acknowledged and accepted:

USU

SPONSOR

By: _____

By: _____

Typed Name: Nan Buxton

Typed Name: _____

Title: Sr. Grant & Contract Officer

Title: _____

Date: _____

Date: _____

Read & Acknowledged by:

Regan Zane, PhD
Professor

EXHIBIT "A-2"

UTAH STATE UNIVERSITY
COST REIMBURSEMENT TASK ORDER

TASK ORDER NUMBER

Pursuant to the MASTER SERVICES AGREEMENT ("Agreement") between Utah State University (USU) and _____ (SPONSOR), dated _____ and effective until _____, USU will undertake this Task Order as follows:

Section 1. Scope of Work

1.2 Specialized Research Services to be performed shall be in accordance with the scope of work attached hereto as Attachment "A" ("Scope of Work").

Section 2. Task Order Cost Limitation and Payment

2.1 SPONSOR agrees to appropriate the sum of _____ US Dollars (\$) for purposes of reimbursing USU for costs associated with the Specialized Research Services identified in the Scope of Work, which amount represents Cost Limitation for the Specialized Research Services in accordance with the Scope of Work under this Task Order. SPONSOR agrees to reimburse USU for the actual direct and indirect costs incurred by USU in the performance of the Specialized Research Services identified in the Scope of Work.

3.2 USU will render its invoices monthly to the address identified in the Master Services Agreement, covering the previous month's actual costs chargeable to SPONSOR. SPONSOR agrees to pay each invoice within forty-five (45) days of the invoice date. USU will not invoice SPONSOR in excess of the Cost Limitation for this Task Order without first obtaining written approval from SPONSOR and an amendment to this Task Order, or the Agreement, if required.

Section 3. Period of Performance

3.1 Period of Performance of this Task Order is _____ through _____ unless sooner terminated or extended by written amendment to this Task Order.

Acknowledged and accepted:

USU

SPONSOR

By: _____

By: _____

Typed Name: Nan Buxton

Typed Name: _____

Title: Sr. Grant & Contract Officer

Title: _____

Date: _____

Date: _____

Read & Acknowledged by:

Regan Zane, PhD
Professor

**CONSENT AGENDA ITEM
#7**

MEMORANDUM

TO: CFX Board Members *lnk*

FROM: Laura Newlin Kelly, Associate General Counsel

DATE: August 26, 2021

RE: Interlocal Agreement Between the Central Florida Expressway Authority and the City of Ocoee, Florida (SR 429 Improvements at Franklin/Plant Street) Project No. 429-152

BACKGROUND

As a part of the design and construction of the interchange improvements at State Road 429 and Franklin/Plant Street (“Project”), the Central Florida Expressway Authority (“CFX”) intended to construct a five foot (5’) wide sidewalk for pedestrian uses. The City of Ocoee (“City”) desires to further upgrade the planned sidewalk to accommodate additional pedestrian uses, which upgrades will include, without limitation, a twelve foot (12’) wide multi-purpose path, and full width bike lanes to be constructed on the south side of Plant/Franklin Street (“Multipurpose Path”). A map of the proposed Multipurpose Path is attached hereto or reference as **Attachment “A”**.

As a part of the Project, CFX identified the need to relocate portions of an existing water main owned by the City that was constructed within the right-of-way for Franklin/Plant Street and will be impacted by the construction of the Project. The existing water main will be relocated in the locations more particularly depicted on **Attachment “B”** attached hereto and incorporated herein by reference (“Water Main”).

In order to facilitate the planning, engineering, design and construction of the Multipurpose Path and relocation of the Water Main (collectively, the “City Improvements”) and to capitalize on the economies of scale, City and CFX staff have negotiated an interlocal agreement, whereby CFX will undertake and manage the construction of the City Improvements as a part of the Project, subject to reimbursement from City for 100% of the costs and expenses associated with upgrading the sidewalk to the Multipurpose Path and for relocating the portions of the Water Main. A copy of the draft Interlocal Agreement Between the Central Florida Expressway Authority and the City of Ocoee, Florida is attached hereto as **Attachment “C”** (“Agreement”). Pursuant to the terms of the Agreement, CFX would be responsible for the design, engineering, construction, and inspection of the Multipurpose Path and for the relocation of the Water Main, on behalf of and subject to reimbursement from the City, while the City will be responsible for acquiring, and granting CFX a license over any additional right-of-way required for the City Improvements. Upon completion of the Project, and acceptance by the City, the City would be responsible for owning

and maintaining the City Improvements, and all associated right-of-way, at its sole cost and expense.

REQUEST

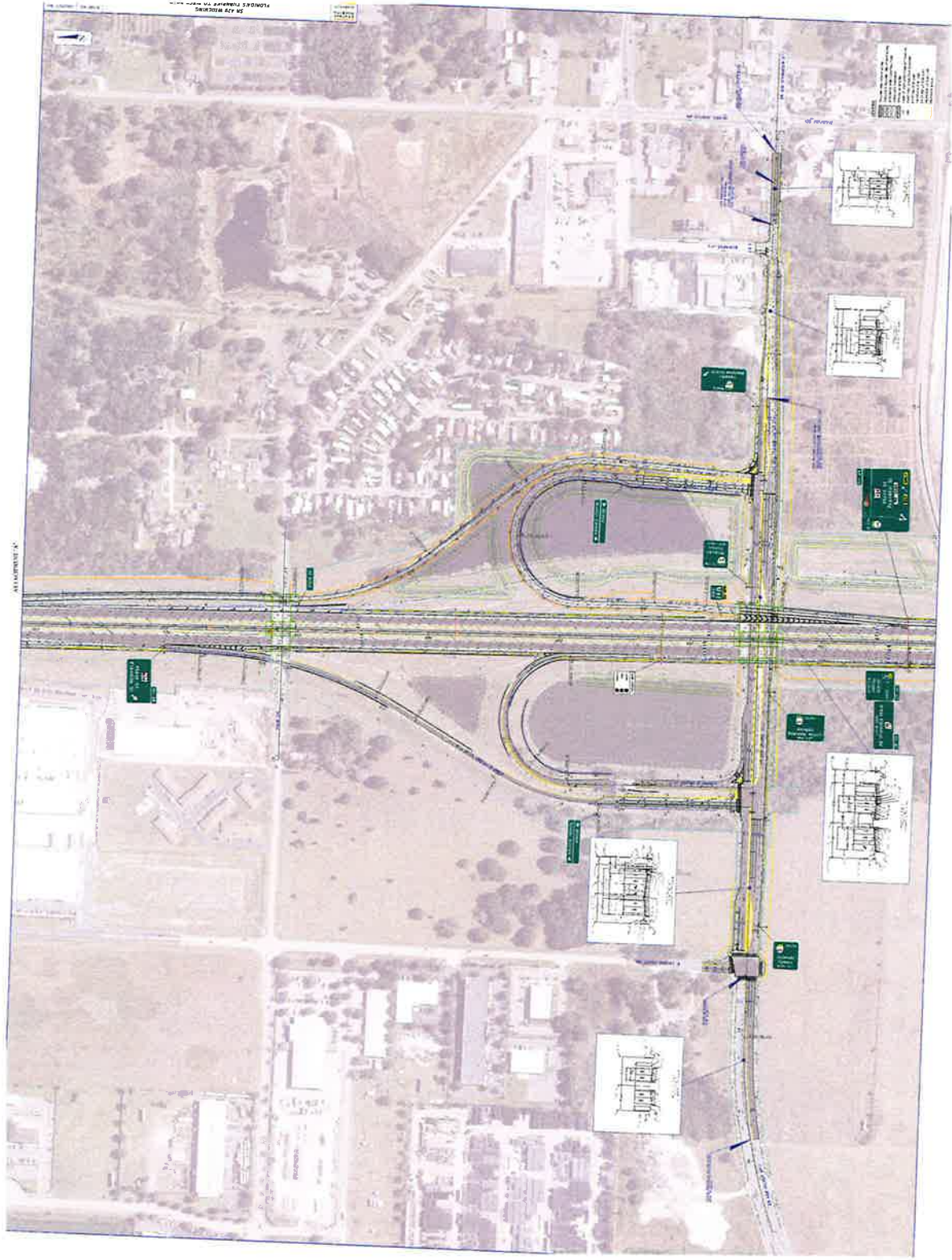
Board's approval of the following is requested:

Interlocal Agreement Between the Central Florida Expressway Authority and the City of Ocoee, Florida, subject to approval of the exhibits by the General Engineering Consultant.

ATTACHMENTS

- A. Map of Multipurpose Path
- B. Map of Water Main
- C. Interlocal Agreement Between the Central Florida Expressway Authority and the City of Ocoee, Florida

Reviewed by: Woody Rodriguez



**ATTACHMENT "B"- City of Ocoee Utilities
Water Main Relocation, SR 438/ Plant Street Road Widening**



Legend

- Proposed Water Main Relocation
- Proposed Service Line
- Proposed Pavement Footprint (Road and Sidewalk)

Potable Water Features

- 10" to 14" PW Main Line
- 6" to 8" PW Main Line
- 4" and Smaller PW Main Line
- Service Line
- Water Hydrant (Ocoee)



Service Lines and hydrant replacement included in Plan Set: City of Ocoee Water Main Relocation SR 438/ Plant Street Road Widening (Alternate)

Proposed features current as of Design Set Sealed 8/11/2021

1:3,000
Last Updated: August 26, 2021

Source: Earthstar Geographics, Earthstar Geographics, CNES/Airbus DS/USDA, USDA, AeroGRID, IGN, and the GIS User Community

ATTACHMENT "C"

**INTERLOCAL AGREEMENT
BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND
THE CITY OF OCOEE, FLORIDA
(S.R. 429 Improvements at Franklin/Plant Street)**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of the Effective Date (hereinafter defined) by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"), and CITY OF OCOEE, a municipality of the State of Florida, whose address is 150 North Lakeshore Drive, Ocoee, Florida 34761 ("City"). CFX and City may be individually referred to herein as "Party", or collectively as the "Parties."

WITNESSETH:

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

WHEREAS, pursuant to Section 166.021, Florida Statutes, City is empowered to provide and maintain arterial and other roads for the benefit of its citizens; and

WHEREAS, Section 163.01, Florida Statutes, authorizes the Parties to enter into Interlocal Agreements; and

WHEREAS, CFX intends to construct improvements at the interchange of State Road ("SR") 429 and Franklin/Plant Street, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference ("SR 429 Project"); and

WHEREAS, CFX intended to construct the SR 429 Project with a five feet (5') wide sidewalk for pedestrian uses ("Typical Roadway Section"); and

WHEREAS, the City desires to further upgrade the Typical Roadway Section to accommodate additional pedestrian uses, which upgrades will include, without limitation, a twelve feet (12') wide multi-purpose path, and full width bike lanes to be constructed on the south side of Plant/Franklin Street, at the location more particularly depicted on **Exhibit "B"** attached hereto and incorporated herein by reference (collectively, the "Multipurpose Path"); and

WHEREAS, the City owns and maintains a twelve-inch (12') water main line in right-of-way owned by CFX and Florida Department of Transportation (collectively, the "Owners"); adjacent to the SR 429 Project as more particularly depicted on the City of Ocoee Watermain Relocation SR38/Plant St Road Widening Alternate Plan Set ("Water Main Construction Plans") on **Exhibit "C"** attached hereto and incorporated herein by reference ("Water Main") and

WHEREAS, City will be responsible for acquiring any additional right-of-way required to upgrade the Typical Roadway Section to include the Multipurpose Path; and

WHEREAS, City has entered into that certain Development Agreement between City and Caroline P. Brown and Frances P. McGehee recorded October 17, 1990, in Official Records Book 4228, Page 4325, as amended by that certain First Amendment to Development recorded March 18, 2004, in Official Records Book 7350, Page 2612, and Second Amendment to Development recorded December 16, 2020 as Document No. 20200659578 in the Public Records of Orange County, Florida (collectively, the “Development Agreement”) for the acquisition and donation of the right-of-way for the Multipurpose Path; and

WHEREAS, CFX will be responsible for the design, permitting and engineering, construction, and inspection of the Multipurpose Path, on behalf of and subject to reimbursement from the City, during the design, permitting and construction of the SR 429 Project in accordance with the terms and conditions hereof; and

WHEREAS, City will be responsible for the design and permitting of the Water Main during the design, permitting and construction of the SR 429 Project in accordance with the terms and conditions hereof; and

WHEREAS, the City will maintain the Multipurpose Path, Water Main and all right-of-way associated with the Multipurpose Path once construction of the SR 429 Project is complete; and

WHEREAS, in order to capitalize on the economic efficiencies of design, permitting and constructing the Multipurpose Path and Water Main during the design, permitting and construction of the SR 429 Project, CFX and City desire to enter into this Agreement to set forth the terms and conditions for designing, permitting, constructing, inspecting, operating, and maintaining the Multipurpose Path and Water Main.

NOW THEREFORE, for and in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, CFX and City agree as follows:

1. **Recitals**. The above recitals are true and correct and form a material part of this Agreement and are incorporated herein by reference.

2. **Project Managers**. Each of the Parties shall designate an authorized representative to oversee and manage the planning, design, construction and development of the Multipurpose Path and Water Main (individually, the “Project Manager,” collectively, the “Project Managers”). City hereby designates Ginger Corless and Jen Bolling as its Project Managers (collectively, the “City 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 19 hereof.

3. **Planning and Design Process for Multipurpose Path.**

a. **Design and Construction Plans for Multipurpose Path.** CFX, through a professional design firm (“Design Consultant”), shall prepare the engineered, signed, and sealed 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 design and construction of the SR 429 Project (“Path Construction Plans”), which Path Construction Plans shall include the Multipurpose Path. The Path Construction Plans shall be the property of CFX.

b. **Review of Path Construction Plans.** CFX shall coordinate with the City PM to provide City with a complete set of the Path Construction Plans depicting the Multipurpose Path necessary for City PM to determine, in its reasonable discretion, if the Multipurpose Path meets the intent of this Agreement. City, through the City PM, shall have fifteen (15) days from receipt of the Path Construction Plans to review and notify CFX of any revisions, corrections, value engineering, upgrades, or enhancements to the Multipurpose Path as depicted in the Path Construction Plans as may be reasonably required or desired by City (collectively, “Design Review”).

c. CFX and City understand and acknowledge that the Path Construction Plans will include portions of the SR 429 Project not otherwise included in the Multipurpose Path, and as such, City, acting through its City PM, shall only have the right to review and provide comment on those portions of the Path Construction Plans related to the Multipurpose Path. Any comments by City shall be in accordance with the notice provision set forth herein and shall set forth with reasonable specificity the requested revisions. Notwithstanding the foregoing, City’s right to Design Review as set forth herein shall be separate and distinct from any permitting and inspection requirements otherwise required hereunder.

4. **Planning and Design Process for Water Main**

c. **Design and Construction Plans for Water Main.** City shall prepare the engineered, signed, and sealed Water Main 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 design and construction of the Water Main. The Water Main Construction Plans shall be the property of City.

d. **Review of Water Main Construction Plans.** City shall coordinate with the CFX PM to provide CFX with a complete set of the Water Main Construction Plans. CFX, through the CFX PM, shall have fifteen (15) days from receipt of the Water Main Construction Plans to review and notify City of any revisions, corrections, value engineering, upgrades or enhancements to the Water Main as depicted in the Water Main Construction Plans as may be reasonably required or desired by CFX. Any comments by CFX shall be in accordance with the notice provision set forth herein and shall set forth with reasonable specificity the requested revisions. Notwithstanding the foregoing, CFX’s right to review the Water Main Construction Plans set forth herein shall be separate and distinct from any permitting and inspection requirements otherwise required hereunder.

5. **Right-of-Way Acquisition for Multipurpose Path.**

a. **Identification of Property.** CFX shall identify parcels of real property that are necessary for construction of the Multipurpose Path, including but not limited to, right-of-way and related easements, license, drainage and/or temporary construction rights.

b. **Acquisition of Property.** City has negotiated to acquire, at its sole cost and expense, any and all real property interests, rights, or licenses necessary for the design and construction of the Multipurpose Path ("Property") in accordance with the terms and conditions of the Development Agreement. In the event the City fails to acquire the Property by September 30, 2021, CFX may, in its sole and absolute discretion, elect to terminate this Agreement, and in such event, this Agreement shall be deemed null and void and CFX shall be relieved of any further obligations hereunder.

c. **Grant of License over the Property.** The City hereby grants a limited right of entry over the Property purchased or condemned pursuant to the foregoing subsections, when acquired, to CFX and licensed surveyors, engineers, contractors and other consultants engaged by CFX for the purpose of inspecting, testing, surveying, and constructing the Multipurpose Path thereon, and other activities associated with planning, designing and constructing the Multipurpose Path. Such limited right of entry shall expire the sooner of three and a half (3.5) years from the Effective Date of this Agreement or the completion of construction of the Multipurpose Path.

6. **License for Use of CFX Right-of-Way for Water Main.**

a. **Identification of Property.** CFX shall identify parcels of real property that are necessary for construction of the Water Main, including but not limited to, right-of-way and related easements, license, drainage and/or temporary construction rights.

b. **License in CFX Right-of-Way.** Unless otherwise mutually agreed upon by the Parties in writing, prior to the commencement of any construction which will directly conflict with the Water Main, CFX and City shall work in good faith to mutually agree upon the form and content of a license agreement granting City a license in and to certain portions of the CFX right-of-way where the Water Main will be relocated for the purpose of locating, installing, operating, and maintaining the Water Main ("CFX Water Main Property"). The location of the CFX Water Main Property will be mutually agreed upon between CFX and City during the review of the Water Main Construction Plans.

c. **Acquisition of Property.** City shall be solely responsible for negotiating and acquiring at its sole cost and expense, any and all real property interests, rights, or licenses necessary for the design and construction of the Water Main outside of the CFX Water Main Property ("Water Main Property") by the Closing Deadline. In the event the City fails to acquire the Water Main Property by the Closing Deadline, CFX may, in its sole and absolute discretion, elect to (1) terminate this Agreement as to CFX's responsibility to construct the Water Main only; or (2) terminate this Agreement in whole, and in such event, this Agreement shall be deemed null and void and CFX shall be relieved of any further obligations hereunder.

d. Grant of License over the Water Main Property. The City hereby grants a limited right of entry to CFX over the Water Main Property purchased or condemned pursuant to the foregoing subsections, when acquired, to CFX and licensed surveyors, engineers, contractors and other consultants engaged by CFX for the purpose of inspecting, testing, surveying, and constructing the Water Main thereon, and other activities associated with planning, designing and constructing the Water Main. Such limited right of entry shall expire the sooner of three and a half (3.5) years from the Effective Date of this Agreement or the completion of construction of the Water Main.

7. Applicable Permits and Approvals. Prior to any obligation by CFX to commence construction of the Multipurpose Path or relocation of the Water Main (collectively, the “City Improvements”), CFX shall obtain any permits reasonably required by the City, CFX or any other third parties for the construction of the Multipurpose Path, and the City shall obtain any permits reasonably required by the City, CFX or any other third parties for the construction of the Water Main. City shall reasonably cooperate with CFX and provide any information reasonably necessary to CFX, for CFX to obtain any permits reasonably required for the construction of the Multipurpose Path. CFX shall reasonably cooperate with the City and provide any information reasonably necessary to the City, for the City to obtain any permits reasonably required for the construction of the Water Main.

8. Design and Construction Schedule. The timeline to design, engineer, and construct the SR 429 Project is currently estimated to be three and a half (3.5) years as more particularly outlined in Exhibit “D” attached hereto and incorporated herein by reference (“Preliminary Construction Schedule”). City 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.

9. Design and Construction Budgets.

a. The cost to design, engineer, construct, and inspect the Typical Roadway Section with the five feet (5’) wide sidewalk is currently estimated to be \$1,263,273 (“Sidewalk Costs”), and the cost to design, engineer, construct, and inspect the Multipurpose Path is currently estimated to be \$1,426,570 as more particularly outlined in Exhibit “E” attached hereto and incorporated herein by reference (“Estimated Path Construction Budget”). City shall be liable or responsible for any and all costs related to the construction, and inspection of the Multipurpose Path that exceed the Sidewalk Costs, which amount is currently estimated to be \$163,297.00, including, without limitation, any construction contingency or construction engineering inspections.

b. The cost to relocate potentially conflicting portions of the Water Main is currently estimated to be \$200,000.00 (“Water Main Costs”), as more particularly outlined in Exhibit “F” attached hereto and incorporated herein by reference (“Estimated Water Main Relocation Budget”). City shall be liable or responsible for any and all costs related to the construction, and inspection of the Water Main including, without limitation, any construction

contingency. In the event the Water Main Costs exceed \$200,000.00, then CFX shall provide to the City, and City shall have the right to review said Water Main Costs and shall have the right, in its sole and absolute discretion, to notify CFX in writing not to proceed with the relocation of the Water Main (“Termination Notice”). Notwithstanding the foregoing, the City understands and acknowledges that in the event the Water Main conflicts with the SR 429 Project, the Water Main will need to be relocated, and in such event that the City elects not to proceed with CFX’s relocation of the Water Main, the City will be required to undertake, and complete, the relocation of the Water Main no later than one hundred twenty (120) days from the Termination Notice. In the event the City fails to complete the relocation of the Water Main within one hundred twenty days from the Termination Notice, CFX has the right, in its sole and absolute discretion, to remove those portions of the Water Main that conflict with the SR 429 Project that are not otherwise located within City right-of-way and shall not, in any way, be responsible or liable to City for any interruptions in service.

10. **Construction of the City Improvements.**

a. **Construction Obligation.** CFX, shall procure the services of a contractor for the construction of the SR 429 Project (“Contractor”). CFX through the Contractor, shall construct the City Improvements in substantial conformance with the Path Construction Plans and the Water Main Construction Plans during the construction of the SR 429 Project, 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 (hereinafter defined), and (iii) Force Majeure (hereinafter defined).

b. **Change Orders.** During the course of the work on the City Improvements, if either CFX or City observes, or otherwise become aware of, any defects, conflicts, or necessary changes to the City Improvements that requires a change to the Path Construction Plans or Water Main Construction Plans, as applicable, 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 Path Costs or Water Main Costs (hereinafter defined), as applicable (“Change Order Costs”) and any time extensions required to complete the work outlined in the Change Order (“Time Extensions”). City 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 City Improvements covered by the construction contract so as to not materially delay the work of the Contractor and the completion of the SR 429 Project. In the event the City fails to approve any Change Order CFX deems reasonably necessary to proceed with the any of the City Improvements, in order to ensure CFX does not incur any costs related to the construction of the City Improvements not otherwise approved by the City, CFX reserves the right to cease construction of any or all of the City Improvements until such time as CFX and the City reach a resolution on the Change Order. In no event shall CFX be responsible for completing the City Improvements, or incur any costs related to the construction of the City Improvements, in the event City fails to pay any costs or approve any Change Order to the costs above the Estimated Path Construction Budget and Estimated Water Main Relocation Budget.

11. **Construction Costs.**

a. **City's Obligation to Pay.** City agrees to pay one hundred percent (100%) of any and all costs related to the construction of the Multipurpose Path beyond the Sidewalk Costs, which amount is currently estimated to be \$163,297.00 ("Path Costs") and one hundred percent (100%) of any and all costs related to the construction required to relocate those portions of the Water Main conflicting with the SR 429 Project, subject to any Change Orders, in accordance with the Florida Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (2019) ("Payment Period"), provided, however, that City funding under this Agreement shall not exceed \$200,000.00 without prior written approval by the City and an amendment to this Agreement; said amendment is expressly conditioned upon the approval of the terms and conditions hereof by the Parties at a public meeting. City agrees and acknowledges that the Path Costs and Water Main Costs shall be invoiced by the Contractor on a monthly basis based on the work in place and as such, City shall be prepared to submit payments of Path Costs and Water Main Costs within said Payment Period.

b. **Final Costs.** Upon completion of the City Improvements, CFX shall provide to City a written statement ("Final Invoice") setting forth and reconciling City's share of the actual out-of-pocket hard and soft costs actually accrued by CFX associated with the construction of the City Improvements, including, without limitation, the construction costs, construction contingencies, reimbursable expenses, construction administration or general contractor fees, general expenses or general requirements incurred by CFX to construct the Water Main and Multipurpose Path above what CFX initially allocated for the construction of the Sidewalk in accordance with the Contractor's agreement executed by CFX, as may be amended from time to time, any Change Order approved by City, and any construction, engineering, and inspection consultant's fee (collectively, "City's Final Construction Cost"). City shall pay City's Final Construction Cost to CFX in accordance with the Florida Prompt Payment Act and this Agreement.

12. **Dispute Resolution.** In the event a dispute arises between City and CFX related to any approvals required hereunder related to the Estimated Path Construction Budget, Estimated Water Main Relocation 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 City Manager or their 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 City Manager or their designee, are unable to reach a resolution within ten (10) 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.

13. **Inspections.**

a. During Construction. During construction, City shall have the right to inspect the City Improvements on a regular basis and at all significant events. Any deficiencies in the City Improvements observed by City shall be reported in writing to CFX PM and the construction, engineering, and inspection consultant ("CEI"). All such identified deficiencies in the construction of the City Improvements shall be corrected or otherwise resolved by the Contractor as mutually agreed upon by City, CFX and the CEI. City reserves the right to have the City PM or another representative of City present for any activities related to the City Improvements and Water Main by CFX, the Contractor, CEI, or its contractors, employees, and agents.

b. Final Inspection. Upon completion of the City Improvements, CFX shall provide notice to the City of such completion ("Completion Notice"). Within thirty (30) days after receipt by City of the Completion Notice, City and CFX shall jointly conduct a final inspection to ensure substantial compliance with the Construction Plans and any Change Orders and for acceptance of the City Improvements. 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 City's reasonable satisfaction, City shall promptly notify CFX in writing of its acceptance of the City Improvements. Upon acceptance of the City Improvements, the City Improvements shall be owned, operated, and maintained by City, at its sole cost and expense.

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 City and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. 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 accordance 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. This Agreement shall be interpreted under the laws of the State of Florida. City 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 Orange County, 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 429 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 CONTRACTOR OR EITHER OF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTIES OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, AS FOLLOWS:

As to City:
Custodian of Public Records
City of Ocoee, Florida
150 N. Lakeshore Drive
Ocoee, FL 34761
407-905-3100
ccd1@ocoee.org

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.** CITY 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, CITY 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 (5th) 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 City Improvements or the SR 429 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. **Notice.** Any formal notice, consent, approval or rejection permitted, required, or allowed in accordance with the terms of this Agreement shall be in writing and be deemed to be delivered (a) as of the date and time the same are personally 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

Telephone: (407) 690-5000

With a copy to: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000

CITY: CITY OF OCOEE
Attn: Jen Bolling
Attn: Jamie Croteau
Attn: Ginger Corless
150 North Lakeshore Drive
Ocoee, Florida 34761
Attention: City Manager
Telephone: (407) 905-3100

With a copy to: CITY OF OCOEE
Scott Cookson, City Attorney
1000 Legion Place #1700
Orlando, Florida 32801
Telephone: (407) 581-9800

or to such other address as either Party hereto shall from time to time designate to the other Party by notice in writing as herein provided.

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 (30) 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.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

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 other causes beyond the reasonable control of CFX.

26. **Effective Date**. The effective date of this Agreement shall be the date the last of the following has occurred, each of which is a condition precedent ("Effective Date"):

- a. Approval by the City Commission and execution by its Mayor or another duly authorized City official; and
- b. Approval by the CFX Board and execution by its Chair or other duly authorized official.

[SIGNATURE PAGE TO FOLLOW]

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.

CITY OF OCOEE, FLORIDA,
a Florida municipal corporation

BY: _____
RUSTY JOHNSON, MAYOR

ATTEST:

Date: _____

Melanie Sibbitt, City Clerk

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this __ day of _____, 2021.

SHUFFIELD LOWMAN & WILSON, P.A.

By: _____
City Attorney

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____, 2021, UNDER
AGENDA ITEM NO. _____.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Buddy Dyer, 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 _____,
for its exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez
General Counsel

EXHIBIT "A"
SR 429 Project

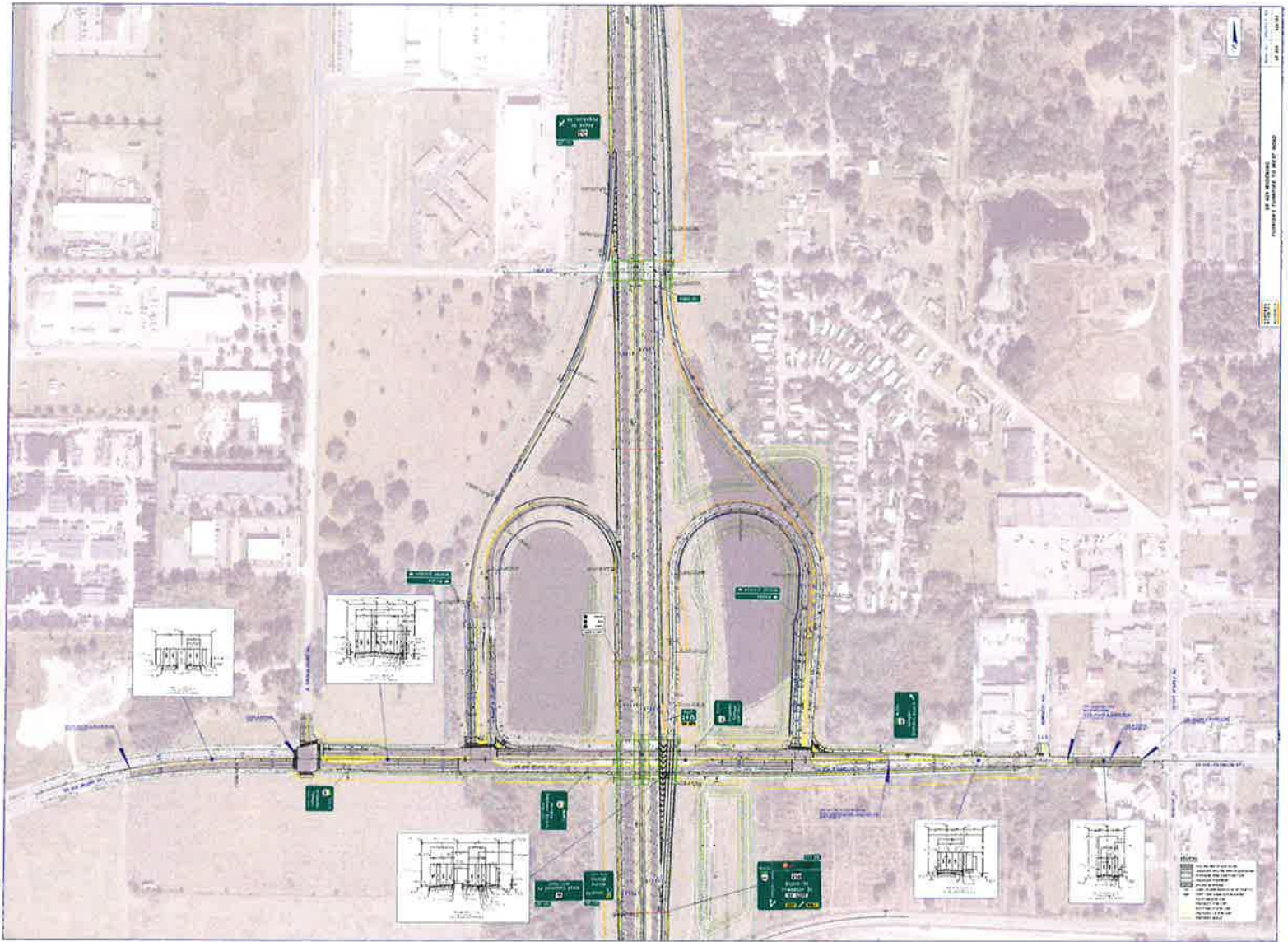
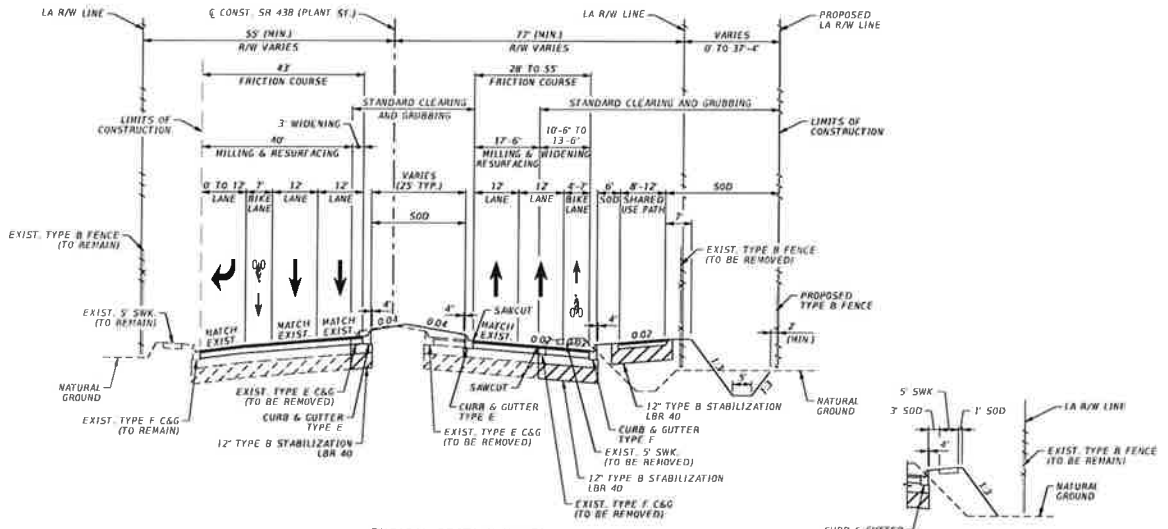


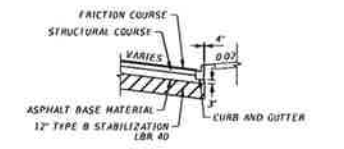
EXHIBIT "B"
Multipurpose Path



TYPICAL SECTION NO. 53
 SR 438 (PLANT ST.)
 STA. 44+00.00 TO STA. 59+29.33

STA. 44+00.00 TO STA. 48+90.50

- WIDENING**
 OPTIONAL BASE GROUP 9 (6") (TYPE B-12'S ONLY) WITH
 TYPE SP STRUCTURAL COURSE (TRAFFIC C) (4")
 FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5")
- MILLING**
 MILL EXISTING ASPHALT PAVEMENT (3.5")
- RESURFACING**
 TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2")
 AND FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5") (PG 76-22)
- SHARED USE PATH**
 OPTIONAL BASE GROUP 1 (4") WITH
 TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1.5")



ASPHALT BASE CURB PAD DETAIL

TRAFFIC DATA SR 438 (PLANT ST.)

CURRENT YEAR = 2018 AADT = 18,900
 ESTIMATED OPENING YEAR = 2025 AADT = 22,900
 ESTIMATED DESIGN YEAR = 2045 AADT = 34,200
 K = N/A D = N/A T = N/A (24 HOUR)
 DESIGN HOUR T = N/A
 DESIGN SPEED = 45 MPH

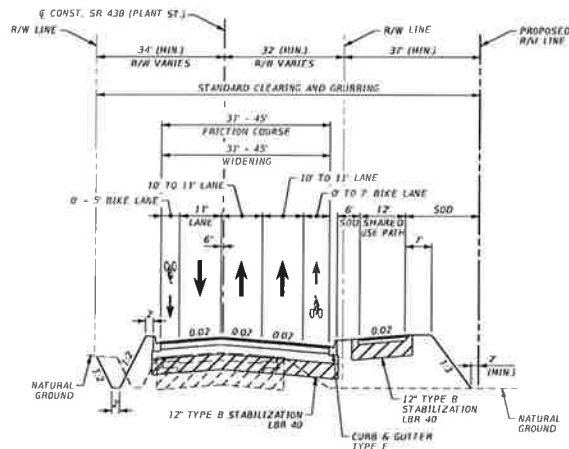
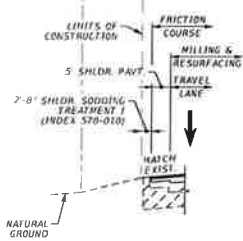
REVISIONS		DESCRIPTION	DATE	DESCRIPTION
DATE	DESCRIPTION			

SR 429 WIDENING	
FLORIDA'S TURNPIKE TO WEST ROAD	
ROAD NO.	PROVINCE NO.
SR 429	429-152

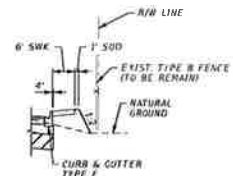
CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
--------------------------------------	--

SHEET NO.
061

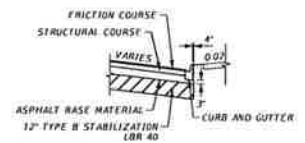
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61B15-3.004, F.A.C.



TYPICAL SECTION NO. 54
SR 43B (PLANT ST.)
STA. 59+29.33 TO STA. 66+00.00



STA. 64+16.42 TO STA. 66+00.00



ASPHALT BASE CURB PAD DETAIL

STA. 65+54.52 TO STA. 66+00.00

WIDENING

OPTIONAL BASE GROUP 9 (6") (TYPE B-12.5 ONLY) WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (4")
AND FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5")

SHOULDER RECONSTRUCTION

OPTIONAL BASE GROUP 1 (4") (TYPE B-12.5 ONLY)
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (2")

SHARED USE PATH

OPTIONAL BASE GROUP 1 (4") WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1.5")

DRIVEWAY

OPTIONAL BASE GROUP 2 (5.5") (TYPE B-12.5) WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1.5")

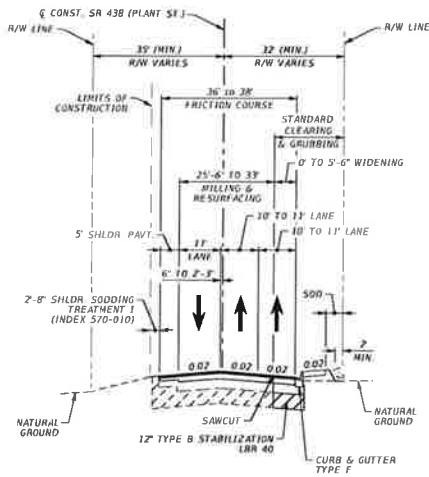
TRAFFIC DATA SR 43B (PLANT ST.)

CURRENT YEAR = 2018 AADT = 18,900
ESTIMATED OPENING YEAR = 2025 AADT = 22,900
ESTIMATED DESIGN YEAR = 2045 AADT = 34,200
K = N/A D = N/A T = N/A (24 HOUR)
DESIGN HOUR T = N/A
DESIGN SPEED = 35 MPH

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

RONALD J. GARLAND, P.E. P.E. LICENSE NUMBER 88878 PARSONS TRANSPORTATION GROUP, INC. 201 EAST PINE STREET, SUITE 900 ORLANDO, FL 32801	SR 429 WIDENING FLORIDA'S TURNPIKE TO WEST ROAD ROAD NO. SR 429 PROJECT NO. 429-152	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	TYPICAL SECTION	SHEET NO. 062
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61017-23.004, F.A.C.



TYPICAL SECTION NO. 55
SR 438 (PLANT ST.)
STA. 66+00.00 TO STA. 68+75.54

WIDENING

OPTIONAL BASE GROUP 8 (8") (TYPE B-12.5 ONLY) WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1.5")
FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5")

MILLING

MILL EXISTING ASPHALT PAVEMENT (3.5")

RESURFACING

TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2")
AND FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5") (PG 76-22)

SHOULDER MILLING

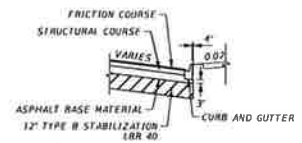
MILL EXISTING ASPHALT PAVEMENT (1.5")

SHOULDER RESURFACING

FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5") (PG 76-22)

DRIVEWAY

OPTIONAL BASE GROUP 2 (5.5") (TYPE B-12.5 ONLY) WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1.5")



ASPHALT BASE CURB PAD DETAIL

TRAFFIC DATA SR 438 (PLANT ST.)

CURRENT YEAR = 2018 AADT = 18,900
ESTIMATED OPENING YEAR = 2025 AADT = 22,900
ESTIMATED DESIGN YEAR = 2045 AADT = 34,200
K = N/A D = N/A T = N/A (24 HOUR)
DESIGN HOUR T = N/A
DESIGN SPEED = 35 MPH

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

RONALD J. GARLAND, P.E.
P.E. LICENSE NUMBER 66878
PARSONS TRANSPORTATION GROUP, INC.
201 EAST PINE STREET, SUITE 900
ORLANDO, FL 32801

SR 429 WIDENING
FLORIDA'S TURNPIKE TO WEST ROAD
ROAD NO. PROJECT NO.
SR 429 429-152

CENTRAL
FLORIDA
TRANSPORTATION
AUTHORITY

TYPICAL SECTION

SHEET
NO
063

EXHIBIT "C"
Water Main

**City of Ocoee Utilities
Water Main Relocation, SR 438/ Plant Street Road Widening**



Legend

- Proposed Water Main Relocation
- Proposed Service Line
- Proposed Pavement Footprint (Road and Sidewalk)

Potable Water Features

- 10" to 14" PW Main Line
- 8" to 8" PW Main Line
- 4" and Smaller PW Main Line
- Service Line
- Water Hydrant (Ocoee)



N
1:3,000
Last Updated: August 26, 2021

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Service Lines and hydrant replacement included in Plan Set: City of Ocoee Water Main Relocation SR 438/ Plant Street Road Widening (Alternate)
Proposed features current as of Design Set Sealed 8/11/2021

EXHIBIT "D"
Preliminary Construction Schedule

Advertise for Construction Bids	July 4, 2021
CFX Board Award of Construction Contract	September 9, 2021
Construction Notice to Proceed	November 7, 2021
Construction Complete	January 8, 2025

EXHIBIT "E"

Estimated Path Construction Budget

Franklin Street Cost Analysis at City of Ocoee Sta. 48+88.82 to Sta. 68+75.54											
Franklin Street with 12' Shared Use Path					Franklin Street with Sidewalk						
Widening											
Pay Item Number	Description	Unit	Quantity	Unit Cost	Total Cost	Pay Item Number	Description	Unit	Quantity	Unit Cost	Total Cost
110-1-1	Clearing & Grubbing	AC	4 330	\$15,000.00	\$64,950.00	110-1-1	Clearing & Grubbing	AC	3 200	\$15,000.00	\$48,000.00
160-4	Type B Stabilization	SY	9217	\$5.50	\$50,691.88	160-4	Type B Stabilization	SY	8425	\$5.50	\$46,339.93
285-709	Optional Base Group 09	SY	9190	\$21.00	\$192,997.38	285-709	Optional Base Group 09	SY	8369	\$21.00	\$175,746.32
334-1-13	Superpave Asphaltic Concrete (Traffic C) (4")	TN	1808.3	\$102.00	\$184,445.91	334-1-13	Superpave Asphaltic Concrete (Traffic C) (4")	TN	1650.6	\$102.00	\$168,359.14
337-7-80	Asphaltic Concrete Friction Course (Traffic C, FC-9.5) (1")	TN	452.1	\$145.00	\$65,550.63	337-7-80	Asphaltic Concrete Friction Course (Traffic C, FC-9.5) (1")	TN	412.6	\$145.00	\$59,833.52
520-1-7	Conc. C&G, Type E	LF	1281.0	\$30.00	\$38,430.00	520-1-7	Conc. C&G, Type E	LF	906.0	\$30.00	\$27,180.00
520-1-10	Conc. C&G, Type F	LF	2850.0	\$25.00	\$71,250.00	520-1-10	Conc. C&G, Type F	LF	2850.0	\$25.00	\$71,250.00
522-1	Conc. Sidewalk	SY	1458.5	\$45.00	\$65,631.26	522-1	Conc. Sidewalk	SY	2337.5	\$45.00	\$105,184.10
570-1-2	Performance Turf	SY	7060.9	\$5.00	\$35,404.56	570-1-2	Performance Turf	SY	5904.3	\$5.00	\$29,521.37
Shared Use Path											
Pay Item Number	Description	Unit	Quantity	Unit Cost	Total Cost	Pay Item Number	Description	Unit	Quantity	Unit Cost	Total Cost
160-4	Type B Stabilization	SY	2,578.9	\$9.00	\$23,210.33	327-70-8	Milling Exist. Asph. Pavt., 2 1/2" Avg. Depth	SY	6045.8	\$5.50	\$33,251.99
285-703	Optional Base Group 01	SY	2,013.3	\$13.00	\$26,172.71	334-1-13	Superpave Asphaltic Concrete (Traffic C) (1.5")	TN	498.8	\$115.00	\$57,359.67
334-1-12	Superpave Asphaltic Concrete (Traffic B) (2")	TN	206.1	\$119.00	\$24,528.62	337-7-83	Asphaltic Concrete Friction Course (Traffic C, FC-9.5) (1")	TN	332.5	\$130.00	\$43,227.58
Milling & Resurfacing											
Pay Item Number	Description	Unit	Quantity	Unit Cost	Total Cost						
327-70-8	Milling Exist. Asph. Pavt., 2 1/2" Avg. Depth	SY	6045.8	\$5.50	\$33,251.99						
334-1-13	Superpave Asphaltic Concrete (Traffic C) (1.5")	TN	498.8	\$115.00	\$57,359.67						
337-7-83	Asphaltic Concrete Friction Course (Traffic C, FC-9.5) (1")	TN	332.5	\$130.00	\$43,227.58						
Sub-Total:					\$977,103						
					(102-1) MOT (Maintenance of Traffic)	8%	\$78,168.29				
					(101-1) MOB (Mobilization)	8%	\$78,168.29				
					PU (Project Unknowns)	15%	\$146,565.38				
					P.E.C.E.I. (Engineering & CEI)	15%	\$146,565.38				
					Grand Total:		\$1,426,570				
Assumptions:										Grand Total: \$1,263,273	
<ul style="list-style-type: none"> 12 ft Lanes 7 ft Bike Lane 6 ft Utility Strip 12 ft Shared Use Path 7 ft Landscape Buffer 1:3 Front Slopes 5 ft Ditch Bottom (where applicable) 1:3 Back Slopes (where applicable) 										<ul style="list-style-type: none"> 13 ft Lanes 4 ft Bike Lane 3 ft Utility Strip 5 ft Sidewalk (6 ft without utility strip) 1:3 Front Slopes 5 ft Ditch Bottom (where applicable) 1:3 Back Slopes (where applicable) 	

EXHIBIT "F"
Estimated Water Main Relocation Budget

[To be inserted upon approval of the GEC]

**CONSENT AGENDA ITEM
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members *we*

FROM: Diego "Woody" Rodriguez
General Counsel

DATE: August 26, 2021

SUBJECT: Utility Engineering Agreement with Duke Energy Florida, LLC
Project No. 538-235

BACKGROUND

The Central Florida Expressway Authority ("CFX") is proceeding with the acquisition of right-of-way for the planned extension of State Road 538, Poinciana Parkway in Osceola and Polk Counties ("Poinciana Parkway Extension Project"). Certain major utilities must be relocated in order to accommodate the construction of the Poinciana Parkway Extension Project as more particularly depicted on the map attached hereto as **Attachment "A"**. Duke Energy Florida, LLC ("Duke Energy") owns and operates energy transmission facilities that are located within an easement and property owned by Duke Energy in the proposed location of the Poinciana Parkway Extension Project ("Duke Energy Transmission Facilities"). In order to determine the feasibility, cost, and proposed location to relocate the Duke Energy Transmission Facilities, CFX has requested Duke Energy to undertake the necessary preliminary studies, analysis, and design, including, without limitation, determining the permitting requirements, environmental impacts, and regulatory compliance required for the proposed relocation, and preparing preliminary and final engineering design plans along with a cost estimate ("Studies and Cost Estimate").

Duke Energy has agreed to perform the required Studies and Cost Estimate in accordance with the terms of the proposed Utility Engineering Agreement with Duke Energy Florida, LLC ("Agreement"). A copy of the proposed Agreement is attached hereto as **Attachment "B"**. Pursuant to the terms of the Agreement, CFX will reimburse Duke Energy for the Studies and Cost Estimate in an amount not to exceed \$348,000.00 ("Proposed Design Cost"). In the event of the actual cost of the Studies and Cost Estimate is less than the Proposed Design Cost, any excess amounts will be either applied toward the construction of the relocated Duke Energy Transmission Facilities or refunded to CFX.

REQUEST

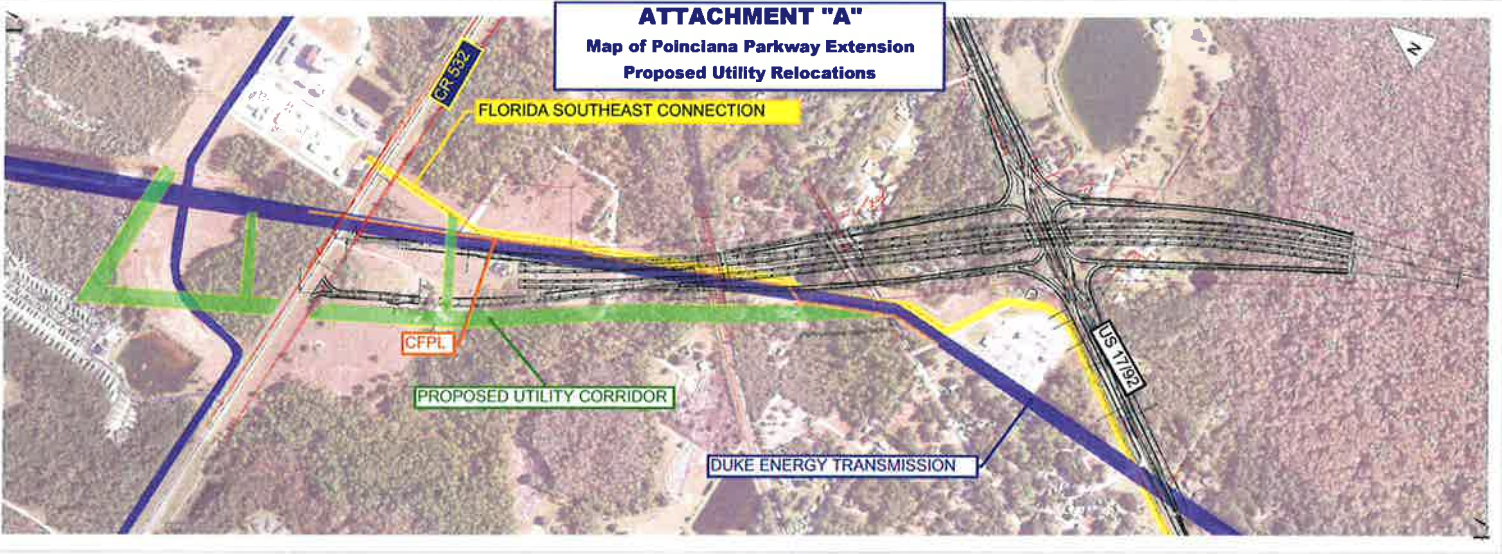
Board's approval of the following is requested:

Utility Engineering Agreement with Duke Energy Florida, LLC in a form substantially similar to the attached Agreement.

ATTACHMENTS

- A. Map of Poinciana Parkway Extension Project
- B. Utility Engineering Agreement with Duke Energy Florida, LLC

ATTACHMENT "A"
Map of Polciana Parkway Extension
Proposed Utility Relocations



ATTACHMENT "B"

UTILITY ENGINEERING AGREEMENT

This Utility Engineering Agreement (this "Agreement") is entered into this ____ day of _____, 2021 between the Central Florida Expressway Authority, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX") and Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy, whose mailing address is 3300 Exchange Place NP04, Lake Mary, FL 332746 ("Duke Energy").

WHEREAS, CFX is a body corporate and politic existing pursuant to Chapter 348, Part III, Florida Statutes ("Act"), for the purpose of constructing, operating, and maintaining the "Central Florida Expressway System" as the same is more particularly defined in the Act;

WHEREAS, CFX owns, operates, and maintains the Central Florida Expressway System and is undertaking an expansion project known as the "Poinciana Parkway Extension Project" in Osceola County that involves the extension of State Road ("SR") 538/Poinciana Parkway to create a divided four lane expressway from Ronald Reagan Parkway to County Road 532/Osceola Polk Line Road ("Project"); and

WHEREAS, in order to accommodate the Project, CFX has requested that Duke Energy relocate a portion of Duke Energy's transmission line facilities in Osceola County; and

WHEREAS, CFX has agreed to reimburse Duke Energy for the out-of-pocket costs and expenses incurred by Duke Energy to perform the engineering services necessary to prepare the Engineering Plans as defined below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

CFX'S AGREEMENT TO REIMBURSE DUKE ENERGY

1. **INCORPORATION OF RECITALS.** The recitals set forth at the beginning of this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

2. **ENGINEERING PLANS.** In connection with CFX's Project, Duke Energy will coordinate with CFX and perform the engineering services necessary to relocate Duke Energy's transmission line facilities affected or potentially affected by the Project as follows:

(a) Duke Energy will conduct an engineering analysis and prepare an engineering design and construction cost estimate (collectively, the "Engineering Plans") to relocate or adjust Duke Energy's transmission line facilities where such facilities conflict with the Project's improvement plans. Such Engineering Plans shall be specific to Duke Energy's transmission line facilities only and do not include or extend to any distribution facilities. The Engineering Plans may include, but are not limited to, soil borings, consultant design services, a survey, and subsurface utility exploration. Duke Energy shall base the Engineering Plans on the Project's plans dated January 29, 2021, provided by CFX. If CFX modifies the Project's design after execution of this

Agreement in such a manner that would require Duke Energy to materially redesign its Engineering Plans, CFX shall reimburse Duke Energy for the costs associated with any such redesign of the previously prepared Engineering Plans.

3. COST ESTIMATE; ADVANCE PAYMENT. Subject to the terms and conditions of this Agreement, CFX agrees to reimburse Duke Energy for the actual costs of the Engineering Plans, which Duke Energy estimates are \$348,000.00 ("Estimated Cost"). CFX will deposit the Estimated Cost with Duke Energy in full before Duke Energy will begin the Engineering Plans ("Advance Payment"). In the event that the Estimated Cost exceeds the final total actual costs incurred by Duke Energy for the work performed, Duke Energy shall return the amount of the excess Advance Payment in full to CFX or apply it against the estimated cost of procurement of materials and construction ("Relocation of Transmission Line Facilities") based on the written preference of CFX. Duke Energy will use the Advance Payment paid by CFX solely for work associated with the Engineering Plans and will not exceed the Estimated Cost without the prior written consent of CFX. In the event the Estimated Cost is exceeded and Duke Energy has obtained CFX's approval to exceed the Estimated Cost, Duke Energy may submit a final invoice to CFX for payment of all actual cost in excess of the estimated cost within approximately six (6) months of Duke Energy's completion of Engineering Plans. CFX shall deliver payment of the final invoice amount in full to Duke Energy within thirty (30) days of CFX's receipt of said final invoice.

4. TIME FOR COMPLETION. Duke Energy acknowledges that the commencement, continuous prosecution, and completion of the Engineering Plans, and any potential delays, will impact the timeline for the construction and completion of the Project. Duke Energy agrees to commence the Engineering Plans within ten (10) days of receipt of the Advance Payment from CFX and shall complete the Engineering Plans, and provide the construction cost estimate to CFX, no later than ten (10) months from receipt of the Advance Payment, unless otherwise mutually extended by the parties hereto ("Time for Completion").

5. PRESENTATION OF ENGINEERING PLANS. No later than the Time for Completion, Duke Energy shall deliver the Engineering Plans (including the construction cost estimate which shall be part thereof) to CFX for review. Within thirty (30) days of receipt of the Engineering Plans, CFX shall provide in writing to Duke Energy any comments or objections to the Engineering Plans. Duke Energy and CFX shall cooperate and work in good faith to finalize the Engineering Plans for the relocation of the Duke Energy transmission line facilities no later than sixty (60) days the expiration of the Time for Completion.

Miscellaneous Provisions

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

7. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Osceola County, Florida.

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

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

CFX:	Name of contact:	Will Hawthorne, PE
	Address:	Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807
	Telephone No.:	(407) 690-5337
	Email address:	Will.Hawthorne@cfxway.com
With a copy to:	Name of contact:	Diego "Woody" Rodriguez, Esq. General Counsel
	Address:	Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807
	Telephone No.:	(407) 690-5380
	Email address:	Woody.Rodriguez@cfxway.com
Duke Energy:	Duke Energy Florida, LLC, d/b/a Duke Energy	
	Name of contact:	Dina Bradt
	Address:	3300 Exchange Place, NP04 Lake Mary, FL 32746
	Telephone No.:	(386) 956-9504
	Email address:	dina.bradt@duke-energy.com
With a copy to:	Karol Mack, Esq. Deputy General Counsel 550 S. Tryon Street, DEC45A Charlotte, North Carolina 28202	
	Telephone No.:	(704) 382-8165
	Email address:	Karol.Mack@duke-energy.com

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

10. TERMINATION WITHOUT CAUSE. CFX may terminate this Agreement at any time and for any reason without penalty by giving the Duke Energy written notice at least thirty (30) days prior to the effective date of said termination; provided, however, that termination by CFX shall not relieve CFX of the responsibility to reimburse Duke Energy for costs incurred or services performed before the effective date of the termination. In the event CFX terminates this Agreement as provided herein, Duke Energy shall return in full the portion of the Estimated Cost that exceeds the amount of actual costs incurred by Duke Energy to CFX within six (6) months from the effective date of the termination.

11 RIGHT TO AUDIT. CFX will have the right, upon reasonable notice and during normal business hours, to audit and obtain copies of Duke Energy's books, records, documents, accounting procedures, practices or any other items to the extent relating to the costs incurred by Duke Energy in connection with the Engineering Plans.

12. COUNTERPARTS. This Agreement may be executed in original or electronic counterparts, each of which shall be deemed to be an original, and of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

"Duke Energy":

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

By: _____

Print name: Phillip R. Thomas

Title: General Manager, Transmission Engineering – FL

Date: _____

“CFX”:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

Print Name: _____

By: _____
Buddy Dyer, 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 _____,
2021 for its exclusive use and reliance.


By: _____
Diego “Woody” Rodriguez
General Counsel

**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: August 17, 2021

SUBJECT: Approval of Third Contract Renewal with Hopping Green & Sams, P.A.
for Legal Counsel Services
Contract No. 001460

Board approval is requested for the third renewal of the referenced contract with Hopping Green & Sams, P.A. in the amount of \$0.00 for one year beginning on November 21, 2021 and ending November 20, 2022. The original contract was for one year with renewal options.

The work to be performed includes legal counsel services.

Original Contract	\$ 49,999.00
Amendment No. 1	\$ 0.00
First Renewal	\$ 49,999.00
Second Renewal	\$ 99,000.00
Third Renewal	\$ 0.00
Total	\$198,998.00

This contract is included in the Five-Year Work Plan.

Reviewed by: Woody Rodriguez
Diego "Woody" Rodriguez
General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 3 AGREEMENT
CONTRACT NO. 001460**

THIS CONTRACT RENEWAL NO. 3 AGREEMENT (“Renewal Agreement”), is made and entered into this 9th day of September 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Hopping Green & Sams, P.A., hereinafter called the (“Counsel”). CFX and Counsel are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on July 9, 2018, CFX and the Counsel entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Counsel to provide legal counsel services to CFX concerning the Osceola County Parkway Extension project.

WHEREAS, the Parties seek to renew the Initial CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

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

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term.** CFX and Counsel agree to exercise the third renewal of said Initial CFX Contract, which renewal shall begin on November 21, 2021 and end on November 20, 2022 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term.** Counsel shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$0.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Counsel pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures.** This Renewal 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.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

HOPPING GREEN & SAMS, P.A.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2021 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001460**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 12th day of November 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Hopping Green & Sams, P.A., hereinafter called the (“Counsel”). CFX and Counsel are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on July 9, 2018, CFX and the Counsel entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Counsel to provide legal counsel services to CFX concerning the Osceola County Parkway Extension project.

WHEREAS, the Parties seek to renew the Initial CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

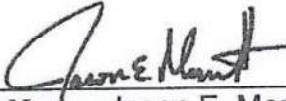
NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Counsel agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on November 21, 2020 and end on November 20, 2021 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. Counsel shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$99,000.00 (“Renewal Compensation”) but the compensation for attorneys shall be increased by \$25 to \$275 per hour and for paralegals by \$15 to \$110 per hour and shall add Amelia Savage as another attorney authorized to provide legal services. The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Counsel pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal 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.


IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

HOPPING GREEN & SAMS, P.A.

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: 
Print Name: Jason E. Merritt
Title: Vice-President/Treasurer

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.12.10 10:49:49 -05'00'
Aneth Williams, Director of Procurement

ATTEST:  (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this 10th day of December, 2020 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: 
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1
CONTRACT NO. 001460**

THIS CONTRACT RENEWAL (the "Renewal Agreement"), made and entered into this 10th day of October 2019, by and between Central Florida Expressway Authority, hereinafter called "CFX" and Hopping Green & Sams, P.A., herein after called the "Counsel."

WITNESSETH

WHEREAS, CFX and the Counsel entered into a Contract Agreement (the "Original Agreement") dated July 9, 2018, whereby CFX retained the Counsel to provide legal counsel services to CFX concerning the Osceola County Parkway Extension project; and

WHEREAS, pursuant to Section V of the Original Agreement, CFX and Counsel wish to enter into the first renewal the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Counsel agree to a first renewal of said Original Agreement beginning the 21st day of November 2019 and ending the 20th day of November 2020 at the cost of \$49,999.00 which amount increases the amount of the Original Agreement.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

HOPPING GREEN & SAMS, P.A.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


BY: 

Authorized Signature

BY: 

Director of Procurement

Title: vice-president

ATTEST:  (SEAL)
Secretary or Notary



'19 OCT 17 AM 10:50

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form


General Counsel for CFX

**FIRST AMENDMENT
TO
CONTRACT NO. 001460**

19 SEP 9 PM 12:26

This First Amendment is made and entered this 9th day of September 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida (Chapter 348, Part III, Florida Statutes), hereinafter called "CFX", and HOPPING GREEN & SAMS, P.A., and attorneys, Richard Brightman, Jason Merritt, and Gary Hunter, hereinafter collectively referred to as "COUNSEL."

WITNESSETH:

WHEREAS, in July 2018, CFX and COUNSEL entered into an agreement, designated as CFX Contract No. 001460, hereinafter "the Agreement";

WHEREAS, CFX and COUNSEL seek to extend the term of the Agreement by approximately four (4) months through November 20, 2019;

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to extend the term of this Agreement with no additional increase in funding and to add CFX's standard miscellaneous terms and conditions.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Timeframe and Termination. Article V of the Agreement shall be amended by adding the text that is underlined and deleting the text that is stricken as follows:

The first term of the Agreement is for over one year commencing on July 9, 2018 and continuing through **November 20, 2019**, with four (4) one-year renewals at CFX's discretion. Future increases to the monetary cap shall require approval of CFX's governing board as set forth in the Procurement Policy and Manual. Your firm shall be paid for services rendered during that period. This agreement shall be deemed to have expired upon written notice from the General Counsel that all services are complete.

2. Authorized Attorneys. The attorneys affiliated with Hopping Green & Sams, P.A. who are authorized to render services to CFX under the Agreement are: **Richard Brightman, Jason Merritt, Gary Hunter, and Amelia Savage** at the previously agreed upon attorney rate.

3. Insurance. COUNSEL, at its own expense, shall keep and maintain at all times during the term of this Agreement: (a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars (\$1,000,000) per occurrence; and (b) Workers' Compensation Coverage as required by Florida law. COUNSEL shall provide CFX with properly executed Certificate(s) of Insurance forms on all the policies of insurance and renewals thereof in

a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies licensed and authorized to do business under the laws of the State of Florida and having a financial rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

4. Inspector General. COUNSEL agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. COUNSEL agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5).

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

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

7. Public Records Retention. Pursuant to Section 119.0701(2), Florida Statutes, COUNSEL acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the COUNSEL is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, COUNSEL agrees to comply with Section 119.0701, Florida Statutes, an excerpt of which is below.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

**RECORDS AT (407) 690-5000,
Email:PublicRecords@CFXWay.com, Central Florida
Expressway Authority, 4974 ORL Tower Road, Orlando,
Florida 32807.**

To the extent applicable, the Contractor shall comply with public records laws, specifically to:

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

CFX has the right to unilaterally cancel or terminate the contract for the COUNSEL's refusal to allow public access to CFX's public records in its possession, if any.

8. Subcontractors. If, during the term of this Contract and any renewals hereof, COUNSEL desires to subcontract any portion(s) of the work to a subcontractor/subconsultant that was not disclosed by COUNSEL to CFX at the time this Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor/subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), COUNSEL shall first submit a request to the Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director

or his/her designee, no such subcontract shall be executed by COUNSEL until it has been approved by the CFX Board. In the event of a designated emergency, COUNSEL may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

9. Laws of Florida; Venue. This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida.

10. Code of Ethics. COUNSEL acknowledges that it is familiar with CFX's Code of Ethics and agrees to complete CFX's annual Potential Conflicts Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances.

11. COUNSEL will continue to perform all of its duties, responsibilities, and obligations under the Agreement.

12. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this First Amendment by their duly authorized signatures.

HOPPING GREEN & SAMS, P.A.

By: 

Print Name: Jason E. Merritt

Title: Vice-President / Treasurer

Date: 9/6/2019

ATTEST:  (Seal)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 

Director of Procurement

Print Name: Aneth Williams

Date: 9/9/19

Approved as to form and execution, only.

Linda Blanton for
General Counsel for the CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

July 6, 2018

Gary Hunter, Esquire
Hopping Green & Sams, P.A.
119 South Monroe Street
Suite 300
Tallahassee, Florida, 32301
GaryH@hgslaw.com

2018 JUL 11 AM 11:30

RE: Central Florida Expressway Authority Retainer Agreement

Dear Mr. Hunter:

This letter sets forth the terms of engagement of Hopping Green & Sams, P.A. and attorneys, Richard Brightman, Jason Merritt, and Gary Hunter to provide legal counsel to the Central Florida Expressway Authority (“CFX”) concerning the Osceola County Parkway Extension project as outlined below.

I. SCOPE OF SERVICES

You will serve as legal counsel to CFX to render legal services regarding the legal implications and processes attendant to implementing various potential alignments for the Osceola County Parkway extension project.

It is understood that the General Counsel is designated as the representative of the CFX pursuant to this agreement. All communications pertaining to the work performed hereunder shall be addressed to Joseph L. Passiatore, General Counsel, or his designee, 4974 ORL Tower Road, Orlando, Florida 32807, telephone number (407)690-5381.

II. COMPENSATION FOR SERVICES RENDERED

The three attorneys who are authorized to render services are: **Richard Brightman**, **Jason Merritt**, and **Gary Hunter**. Your fees for services rendered in connection with the above referenced case shall be calculated on an hourly basis by multiplying the actual and reasonable time spent by attorneys and paralegals by the following hourly rates:

Attorney	\$250.00 per hour
Paralegal	\$95.00 Per hour

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

Fees paid under this engagement shall not exceed \$49,999.00. Any other type of billing or time keeping which allows compensation for time not actually spent by you, such as any type of multiplier or unit billings, is not permitted. Therefore, it will be a material breach of these terms of engagement for you to submit for payment any statement for services rendered which either (i) overstates the amount of time actually spent by a member or employee of your firm pursuant to this engagement letter, or (ii) includes time spent by any person other than a shareholder, associate lawyer, or paralegal affiliated with your firm.

CFX will not provide a retainer. Furthermore, there shall be no increase in the rate or fee cap set forth above without prior written approval of the CFX General Counsel.

III. COST REIMBURSEMENT

Your firm will be reimbursed for necessary travel express, but only pursuant to Section 112.061, Florida Statutes.

Your firm will also be reimbursed for the following out-of-pocket expenses, but only at cost and only to the extent they are incurred directly in connection with the scope of services described in this letter: court reporter and deposition transcripts with associated exhibits.

Your firm will not be reimbursed for expenses such as telecopy, local telephone, internal word processing, data processing, computer research, copying costs, courier or other services that would be deemed to be apart of your firm's overhead expenses. However, your firm will notify the CFX General Counsel of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

Express written approval of the CFX General Counsel is required before incurring extraordinary expenses such as the retention of consultants or out-of-state travel.

IV. PAYMENT

You will submit statements of your fees each month for services rendered and costs incurred. Statements should be delivered to CFX General Counsel.

These statements should, to the greatest extent possible, provide detailed descriptions of the legal services rendered, including the individual tasks performed, the attorney who performs the services, the date performed, and the time spent on each task.

The portion of the statement setting forth out-of-pocket costs to be reimbursed shall contain an itemization of all such costs and receipts, if applicable.

Payments will be made with the Prompt Payment Act codified at Sections 255.0705-255.078, Florida Statutes.

V. TIMEFRAME AND TERMINATION

The Term of this agreement is for one year commencing on **July 9, 2018**. Future renewal or increases to the monetary cap shall require approval of CFX's governing board. Your firm shall be paid for services rendered during that period. This agreement shall be deemed to have expired upon written notice from the General Counsel that all services are complete.

VI. TERMINATION FOR CONVENIENCE

You will serve under this engagement letter at the pleasure of the CFX and the engagement may be terminated at any time, with or without cause, without penalty. If terminated, you will be paid for all services rendered and costs incurred to the date of termination and subject to the conditions set forth above.

VII. REPRESENTATION, COVENANTS AND WARRANTIES

By executing this engagement letter, you represent, covenant, and warrant to CFX as follows:

- A. You have experience and expertise in the processing of administrative applications to State agencies for the utilization of State lands for infrastructure and transportation facilities;
- B. The firm is not representation and will not represent, without prior written approval from CFX during this period of this engagement letter any client in any judicial or administrative proceeding in which CFX is an adverse party;
- C. CFX acknowledges that the firm represents Farmland Reserve Inc., and shall not be requested by CFX to take actions adverse to that client's interests;
- D. The firm has not represented, is not representing, or will represent any clients if such representation has violated, violate or will violate traditional ethical standards imposed by the rules governing conflicts of interest as are embodied in the Rules Regulating the Florida Bar, especially Rules 4-1.7, 4-1.8, 4-1.9 and 4-1.10;
- E. The firm will advise CFX General Counsel immediately if representation of another client could adversely affect the judgement or quality of services to be rendered by the firm in its representation of CFX and/or result in a material or direct conflict of interest; and
- F. You have sufficient time to execute and fulfill duties contemplated by this engagement and are not burdened or other constraints that would interfere in any material respect with the firm's obligations hereunder.

VIII. MISCELLANEOUS

- A. Assignment. As stated above, the services to be rendered under this engagement letter are personal and may not be assigned, directly or indirectly, to any other person or firm.
- B. Amendments. This engagement letter may be amended only by written instruments signed by the firm and CFX.
- C. Independent Contract Status. You are an independent contractor in the performance of legal services hereunder. You shall not hold yourself out as an employee, agent, or servant of CFX. You do not have the power or authority to bind CFX in any settlement promise, agreement or representation other than as may be expressly provided in this engagement letter.

Your acceptance of the terms of this agreement is to be evidenced below. This engagement letter shall not take effect, and neither you or CFX shall be bound hereby, unless and until this letter is signed by you and CFX.

Sincerely,



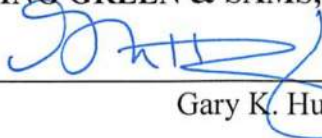
Joseph L. Passiatore
General Counsel

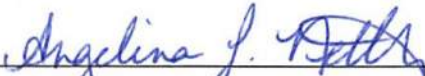
JLP/mi

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

APPROVED BY:

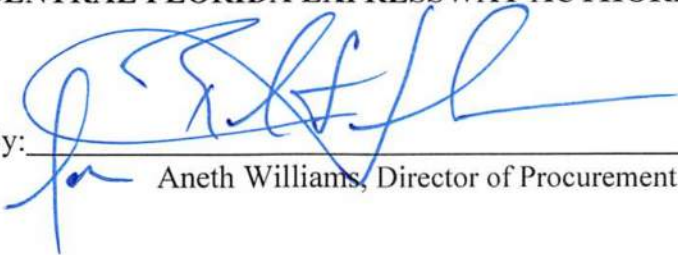
HOPPING GREEN & SAMS, P.A.

By:  _____
Gary K. Hunter, J.R., President

Attest:  _____ (Seal)

Date: 7/10/18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:  _____
Aneth Williams, Director of Procurement

Approved as to form and execution, only.

 _____
Joseph L. Passiatore, General Counsel for CFX

2018 JUL 11 AM 11:30

**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Laura Newlin Kelly, Associate General Counsel *lnk*

DATE: August 26, 2021

SUBJECT: Right-of-Way Transfer and Continuing Maintenance Agreement Between the Central Florida Expressway Authority and Orange County, Florida (Wekiva Parkway)
Project Numbers 429-202, 429-203, 429-204, 429-205
Portions of Parcels 132 Part C, 134 Part C, 156 Partial, 157 Partial, 158 Partial, 169 Part B, 869, 170, 185 Part B, 186 Part B, 188 Part B, 207 Partial, 228, 229, 230, 233, 250 Part B, 252 Part B, 258 Partial, 259 Partial, 260 Partial, 261 Partial, 262 Partial, 264 Partial, 265 Partial, 266 Partial, 275 Partial, and 291 Partial

BACKGROUND

Central Florida Expressway Authority's predecessor in interest (now "CFX") acquired various real properties for the construction of the Wekiva Parkway and associated facilities. In the course of the construction of the Wekiva Parkway and related improvements to Phils Lane, Ponkan Road, Plymouth Sorrento Road, Mt. Plymouth Road, and Ondich Road, CFX acquired certain real property for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements and relocated, reconfigured and realigned local roadways to ensure minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible. As a result of the reconfiguration of the local roadways and the substantial nature of the acquisition of the public right-of-way for the Wekiva Parkway, when the construction on the local roadway reconfigurations and the Wekiva Parkway was complete, CFX retained fee simple ownership of portions of certain local roadways and real property that were intended to be a part of Orange County, Florida's ("County") local road network. Those portions of parcels 132C, 134C, 156, 157, 158, 169B, 170, 185B, 186B, 188B, 207, 228, 229, 230, 233, 250B, 252B, 258, 259, 260, 261, 262, 264, 265, 266, 275, 291E, 291W, and 869 (collectively, the "CFX Parcels") that are intended to be a part of the County roadway system are more particularly depicted on the map attached hereto as **Attachment "A"** ("Map").

In order to ensure all local road right-of-way and associated facilities are owned by the County and all right-of-way and associated facilities operated as a part of the Expressway System are owned and maintained by CFX, CFX and the County desire to enter into the proposed Right-of-Way Transfer and Continuing Maintenance Agreement to effectuate the transfer of certain ownership interests. The proposed Right-of-Way Transfer and Continuing Maintenance Agreement is attached hereto as **Attachment "B"** ("Agreement").

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

WWW.CFXWAY.COM



Pursuant to the terms of the proposed Agreement, CFX agrees to transfer the CFX Parcels to the County for ownership and maintenance and the release and reestablishment of the limited access right-of-way lines along the CFX Parcels. 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 will agree to undertake the continuing maintenance of the CFX Parcels.

A portion of the CFX Parcels is encumbered with limited access lines held by CFX running along the boundaries of the CFX Parcels ("Existing L/A Lines"). With the transfer of the CFX Parcels to the County, it is in the best interest of CFX to relocate and reestablish the location of the Existing L/A Lines to align with the boundary lines of the CFX Parcels 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.

Pursuant to CFX's Property Acquisition, Disposition & Permitting Procedures Manual, 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. Accordingly, CFX's General Engineering Consultant has certified that the CFX Parcels are not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes and that the disposition of the CFX Parcels would not impede or restrict the Expressway System. A copy of the certification is attached hereto as **Attachment "C"**.

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. CFX's General Engineering Consultant has reviewed the legal descriptions, maintenance functions, and maintenance responsibilities.

The Right-of-Way Committee met and reviewed this item on August 25, 2021 and recommended the approval of the Resolution Declaring Property as Surplus Property Available for Sale, Authorizing the Transfer of Surplus Property with Orange County, Florida and Release and Reestablishment of Limited Access Lines, attached hereto as **Attachment "D"**, and approval of the 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 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) the Existing L/A Lines will not be released until CFX Parcels are conveyed to, and accepted by, the County; and (4) 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.

REQUEST

Board's approval of the following is requested:

Resolution Declaring Property as Surplus Property Available for Sale, Authorizing the Transfer of Surplus Property with the Orange County, Florida 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 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) the Existing L/A Lines will not be released until CFX Parcels are conveyed to, and accepted by, the County; and (4) approval of the legal descriptions, deeds, maintenance functions, and maintenance responsibilities by CFX's General Engineering Consultant.

ATTACHMENTS

- A. Map
- B. Right-of-Way Transfer and Continuing Maintenance Agreement
- C. Certificate from CFX's General Engineering Consultant
- D. Resolution Declaring Property as Surplus Property Available for Sale, Authorizing the Transfer of Surplus Property with Orange County, Florida and Release and Reestablishment of Limited Access Lines Pursuant to a Right of Way Transfer and Continuing Maintenance Agreement

Reviewed by: Woody Rodriguez

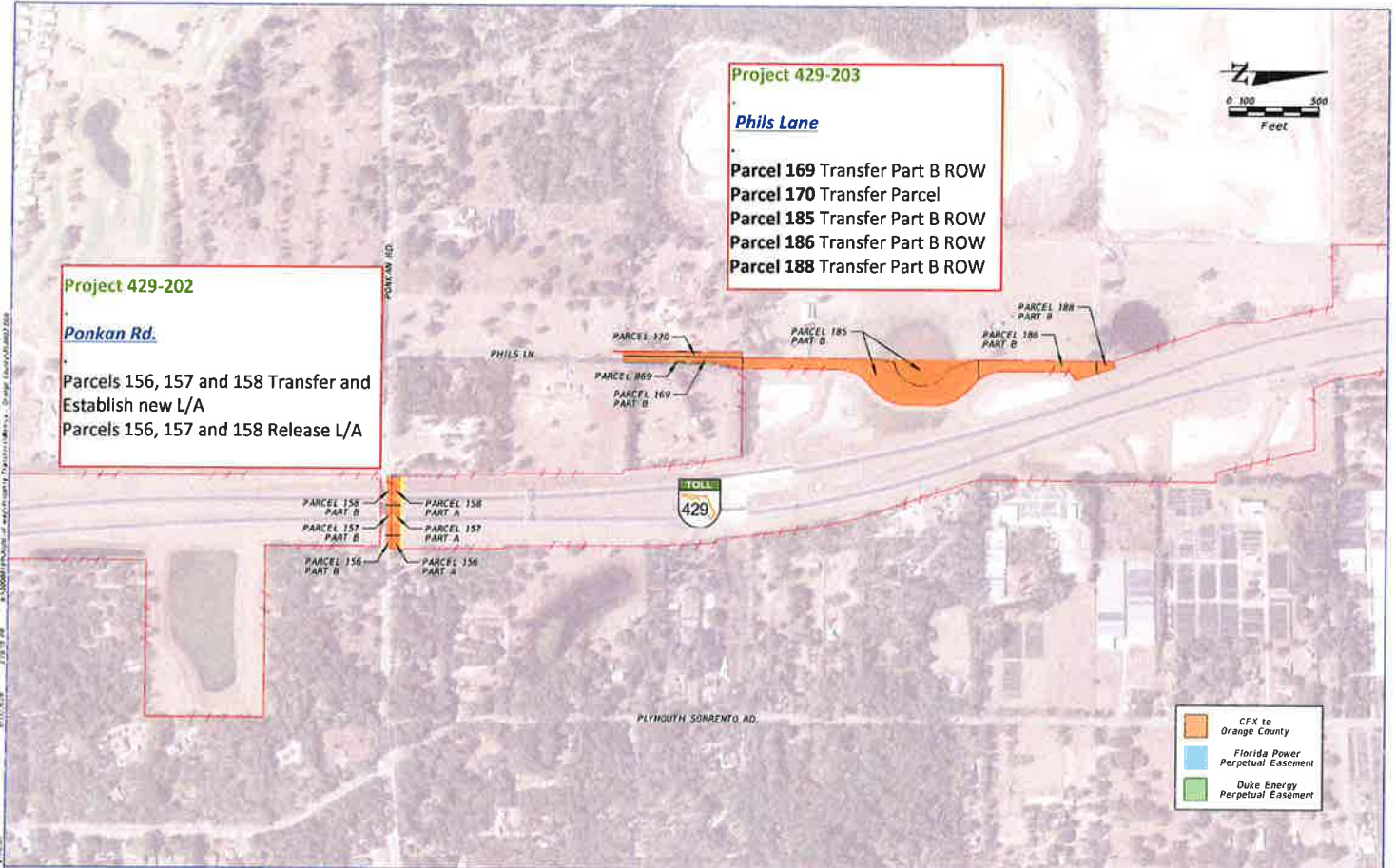


Project 429-202
Access Road
Parcel 132 Transfer Part C ROW
Parcel 134 Transfer Part C ROW

01/12/2018 3:17:28 PM \\s0100101\project\429-202\Drawings\Right-of-Way\Drawings\CFX\Map\Map01.dwg

DATE	DESCRIPTION	# REVISIONS	DATE	DESCRIPTION

Wekiva Parkway			ATTACHMENT "A"	SHEET NO. 1
Right-of-Way				
ROAD NO. SR 429	PROJECT NO. 202 - 205			



Project 429-202
Ponkan Rd.
 Parcels 156, 157 and 158 Transfer and Establish new L/A
 Parcels 156, 157 and 158 Release L/A

Project 429-203
Phils Lane
 Parcel 169 Transfer Part B ROW
 Parcel 170 Transfer Parcel
 Parcel 185 Transfer Part B ROW
 Parcel 186 Transfer Part B ROW
 Parcel 188 Transfer Part B ROW

CFX to Orange County
 Florida Power Perpetual Easement
 Duke Energy Perpetual Easement

REVISIONS	
DATE	DESCRIPTION

Wekiva Parkway Right-of-Way	
SR 429	PROJECT NO. 202 - 205



ATTACHMENT "A"	SHEET NO. 2
-----------------------	-------------



Project 429-203

- **Plymouth Sorrento Rd.**
- Parcel 228 Transfer Parcel
- Parcel 229 Transfer Parcel
- Parcel 230 Transfer Parcel
- Parcel 233 Transfer Parcel
- Parcel 207 Transfer Partial Part of Parcel

CFX to Orange County

REVISIONS	
DATE	DESCRIPTION

Wekiva Parkway Right-of-Way	
SR 429	202 - 205



ATTACHMENT "A"

SHEET NO.
3



Project 429-204

Ondich Rd.

Parcel 250 Transfer Part B ROW
Parcel 252 Transfer Part B ROW

Plymouth Sorrento Rd.

Parcels 258, 259, 260, 261, 262, 264, 265, 266, 275 Release
Parcels 258, 259, 260, 261, 262, 264, 265, 266, 275 Transfer parcels and Establish new Limited Access lines.

- PARCEL 265
- PARCEL 264
- PARCEL 268
- PARCEL 262
- PARCEL 261
- PARCEL 260
- PARCEL 259
- PARCEL 258

- PARCEL 257 PART B
- PARCEL 250 PART B

—	OFW to Orange County
—	Existing Limited Access Line
—	New Limited Access Line
—	Duke Energy Perpetual Easement

REVISIONS		REVISIONS		Wekiva Parkway Right-of-Way		CENTRAL FLORIDA EXPRESS AUTHORITY	ATTACHMENT "A"	SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	PROJECT NO.	SECTION NO.				
				SR 429	202 - 205				

ATTACHMENT "B"

Project Nos. 429-202, 429-203, 429-204, 429-205
Portions of Parcels 132 Part C, 134 Part C, 156 Partial, 157 Partial, 158 Partial, 169 Part B, 869, 170, 185 Part B, 186 Part B, 188 Part B, 207 Partial, 228, 229, 230, 233, 250 Part B, 252 Part B, 258 Partial, 259 Partial, 260 Partial, 261 Partial, 262 Partial, 264 Partial, 265 Partial, 266 Partial, 275 Partial, and 291 Partial

**RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT
BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND ORANGE COUNTY, FLORIDA
(Wekiva Parkway)**

THIS RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT ("Agreement") is made and entered into on the last date of execution below by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX") and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32801-1393 ("County"). CFX and County are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

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

WHEREAS, pursuant to Section 125.01 and Chapter 336, Florida Statutes, County is empowered to provide and maintain arterial and other roads encompassing the county road system for the benefit of its citizens; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, "public roads may be transferred between jurisdictions . . . by mutual agreement;" and

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

WHEREAS, in the course of the construction of State Road 429 and improvements to Phils Lane, Ponkan Road, Plymouth Sorrento Road, Mt. Plymouth Road, and Ondich Road, CFX acquired certain real property for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to ensure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible; and

WHEREAS, the construction of State Road 429 and improvements to Phils Lane, Ponkan Road, Plymouth Sorrento Road, Mt. Plymouth Road, and Ondich Road are completed, and both Parties desire to conclude the land conveyances to ensure that title to all of County's right-of-way and related facilities is vested in County, subject to certain rights retained by CFX; and

WHEREAS, concurrent with the conveyance of fee simple interest in the Property (hereinafter defined), the Parties agree to release, relocate, and reestablish certain limited access lines in favor of CFX, and remove, relocate, or construct any fences, walls, or light poles within the limited access line in accordance with the terms and conditions hereof; and

WHEREAS, the Parties also desire to define the future and continuing maintenance responsibilities for the right-of-way and related facilities and to set responsibility therefore.

NOW THEREFORE, for and in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, CFX and County agree as follows:

1. **Recitals**. The above recitals are true and correct and form a material part of this Agreement and are incorporated herein by reference.
2. **Right-of-Way Maps**. CFX previously delivered to County a full and complete set of right-of-way maps consisting of S.R. 429 Project 429-202, 429-203, 429-204, 429-205.
3. **CFX Conveyance**. CFX agrees to transfer, assign, and convey to County, and County agrees to accept by quit claim deed, all of CFX's right, title, and interest in and to the real property located in Orange County, Florida designated as portions of CFX parcels 132 Part C, 134 Part C, 156 Partial, 157 Partial, 158 Partial, 169 Part B, 869, 170, 185 Part B, 186 Part B, 188 Part B, 207 Partial, 228, 229, 230, 233, 250 Part B, 252 Part B, 258 Partial, 259 Partial, 260 Partial, 261 Partial, 262 Partial, 264 Partial, 265 Partial, 266 Partial, 275 Partial, and 291 Partial as more specifically described in **Exhibit "A"** attached hereto and incorporated herein by reference ("**Property**"), subject to the covenants, reservations, conditions, restrictions, and easements of record, including, without limitation, a reservation for any air rights associated with any Expressway System bridge crossings of local roads. CFX and County agree that the quit claim deed 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 ("**Deed**").
4. **Release and Reestablishment of Limited Access Line by CFX**. Upon receipt by CFX of a copy of the recorded Deed, CFX hereby agrees to execute a notice of release of the limited access rights and lines represented by the limited access lines described in **Exhibit "C"** attached hereto and incorporated herein by reference ("**Existing L/A Lines**"); provided, however, the Parties agree this release shall not impact any other limited access lines or rights and the remaining lines and rights shall remain in full force and effect. The Parties agree that the terms and conditions of the notice of release shall be substantially in the form attached hereto as **Exhibit "D"** and incorporated herein by reference ("**Release**"). The Parties agree and acknowledge that the limited access lines shall be established as more particularly depicted in **Exhibit "E"** attached hereto and incorporated herein by reference ("**New L/A Lines**") and attached as an exhibit and

identified in the Deed, which establishment shall occur upon acceptance and recording of the Deed and the legal descriptions referenced therein. The Parties agree and acknowledge that the release is made without any warranty or representation by CFX and is being released to County "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the Closing Date and will not act to convey or restore any abutter's rights including, without limitation, any claims for air, light and view between any abutting property and CFX's remaining property. To the extent permitted under, and without waiving any of the provisions of, Section 768.28, Florida Statutes, County further agrees to release and discharge CFX from any and all past, present, and future claims or actions arising out of, or in any way connected with, the location or relocation of the limited access line, including, without limitation, any claim for loss of access to any County's remaining property, business damages, severance damages, or any other damages.

5. **Removal and Replacement of Fence, Light Poles, and Walls.** At the Closing, County agrees to grant CFX a license to remove any existing fences, walls, light poles, or any other structures located within the Property or along the Existing L/A Lines and replace, relocate, reinstall, or construct a new fence, wall, or light poles, within the Property or along the New L/A Lines. This license shall remain in effect for eighteen (18) months from the Closing Date. CFX shall be responsible, at no cost to County, for any and all costs and expenses associated with CFX's exercise of the license and the removal, relocation, reinstallation, or construction of any fences, walls, light poles, or other structures associated with the license.

6. **Future and Continuing Maintenance.** The Parties agree that it is necessary and desirable to define with specificity the locations for future and continuing maintenance, and the details of such maintenance responsibility applicable to the following areas: 1. Local road bridge over CFX expressway system; 2. CFX expressways bridge over local road; 3. Canals/waterways originating or extending beyond CFX right-of-way; 4. Canals/waterways within CFX right-of-way; 5. Detention/retention pond and structures; 6. Utilities; and 7. Roadways (collectively, the "Maintenance Areas"), as such areas are defined in **Exhibit "F"** attached hereto and incorporated herein by reference. The Parties agree to perform, each at its sole cost and expense, and accept responsibility for any and all continuing and future maintenance obligations and responsibility for the Maintenance Areas as particularly allocated to each Party pursuant to **Exhibit "G"** attached hereto and incorporated by reference. The Parties agree that the maintenance functions and future and continuing maintenance responsibilities, as defined and allocated in **Exhibits "F" and "G,"** respectively, are necessary and properly defined and allocated. CFX does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibits "F" and "G"** and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement. County does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibits "F" and "G"** and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibilities shall commence as of the date of this Agreement. This provision shall survive the Closing.

7. **Consideration.** The consideration for the Property to be transferred to County shall be the respective values attributed to the release and reestablishment of the Existing L/A Lines and New L/A Lines, the removal and replacement of fences, light poles, and walls, and the continuing and future obligations to maintain the Property.

8. **Evidence of Title.** At any time before Closing, County, at its sole cost and expense, order a commitment from an agent for a policy of owner's title insurance ("**Commitment**") which shall be written on a title insurance company reasonably satisfactory and acceptable to County.

9. **Survey.** County shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense ("**Survey**"). The surveyor shall provide certified legal descriptions and sketches of said descriptions and the legal descriptions will be included in the deed subject to the approval of the Parties.

10. **Deed Restriction; Reverter.** The Property conveyed to County shall be utilized for the purpose of public right-of-way. The Parties agree that the Property shall have imposed thereon a use restriction consistent with the following ("**Use Restriction**"):

"By acceptance of this deed, County agrees that the Property shall only be used for public right-of-way. Further, the foregoing use restriction shall run with title to the Property for a term of the lesser of forty (40) years after the date of recording of this deed or the maximum number of years allowable by law ("**Term**"). During the Term, if the Property ceases to be used as public right-of-way, CFX may elect to pursue any remedies available to the CFX in law or equity including, without limitation, specific performance, or for all right, title, and interest to the Property that is not used for public right-of-way to automatically revert back to CFX at no cost to CFX. In such event, CFX shall notify County in writing of its intent to exercise its right of reverter with respect to the Property ("**Reversion Notice**"). Notwithstanding the foregoing, in the event County desires to cease operation of the Property as public right-of-way or otherwise sell, convey, or transfer the Property to a third party, County shall provide written notice to CFX of such ("**Sale Notice**") and in such event, CFX shall have the right of first refusal and shall have ninety (90) days from County's receipt of the Sale Notice to deliver to Grantee a Reversion Notice."

The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.

11. **Closing Date and Location.** The closing of the conveyances contemplated under this Agreement ("**Closing**") shall be held on or before sixty (60) days after the Effective Date (hereinafter defined) or such earlier date selected by CFX upon not less than ten (10) days' prior written notice to County ("**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 Manager of Orange County Real Estate Management Division and the Executive Director of CFX, as applicable.

12. **Conveyance of Title.** The Parties shall execute and deliver to the other the required Deed and Release as described above.

13. **Closing Documents and FIRPTA Affidavit.** At Closing, CFX shall sign a closing statement, if applicable, and an affidavit that CFX is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA) and such other documents as are necessary to complete the transaction. In the event one of the County elects to obtain a Commitment, CFX shall execute an owner's affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes.

14. **Recording.** County agrees to record the Deed and Release no later than thirty (30) days after delivery of the Deed and Release to County. County understands and acknowledges that the Deed will be delivered initially after the Closing Date, and the Release will be delivered subsequently after a recorded copy of the Deed is provided to CFX. County agrees to pay one hundred percent (100%) of the costs of the recording of the Deed and Release. County agrees to deliver to CFX a copy of the recorded Deed and Release.

15. **Agreement Not Recorded.** This Agreement shall not be recorded in the official records of any county in the State of Florida. Notwithstanding the foregoing, the Parties acknowledge that this Agreement is and will remain a public record that will be available for review and inspection by the public.

16. **As-Is Conveyance.** County hereby agrees, acknowledges and understands that the Property is being conveyed to County "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the Closing Date, without any representations or warranties by CFX as to any condition of the Property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. CFX makes no guarantee, warranty, or representation, express or implied, as to the quality, character, or condition of the Property, or any part thereof, or to the fitness of the Property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the Property, or the failure of the Property to meet any standards. In no event shall 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 Property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees, and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. (CFX Manual, Sec. 5-6.09) County has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the Property "AS-IS, WHERE IS AND WITH ALL FAULTS" and that CFX has disclaimed herein any and all warranties, express or implied.

17. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail,

return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director
Telephone: (407) 690-5000

With a copy to: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000

COUNTY: Orange County Real Estate Management Division
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Manager
Telephone: (407)836-7070

With a copy to: Orange County Attorney's Office
P. O. Box 1393
Orlando, Florida 32802-1393
Telephone: (407) 836-7320

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

18. **Default.** In the event either of the Parties breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by said party under the terms and provisions of this Agreement, the other party, in its sole discretion, and after thirty (30) days prior written notice and opportunity to cure, shall be entitled to: (i) exercise any and all rights and remedies available to said party at law and in equity, including, without limitation, the right of specific performance, or (ii) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations, or liability hereunder. 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.

19. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by both Parties. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, including by electronic (including digital) signature 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. County 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. The Parties hereto agree that the exclusive venue and jurisdiction for any legal action authorized hereunder shall be in the courts of Orange County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

20. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

21. **Survival of Provisions.** All representations and warranties and the future and continuing maintenance responsibilities 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.

22. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

23. **Effective Date.** This Agreement shall be and become effective on the date that it is signed and executed by the last to sign of CFX and County ("**Effective Date**").

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]

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County
Comptroller, Clerk to the Board of County
Commissioners

By: _____
Deputy Clerk

Print Name: _____

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Buddy Dyer, 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 _____,
2021 for its exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

LIST OF EXHIBITS

- Exhibit “A” - Legal Description of the Property**
- Exhibit “B” - Deed**
- Exhibit “C” - Existing L/A Lines**
- Exhibit “D” - Release**
- Exhibit “E” - New L/A Lines**
- Exhibit “F” - Detailed Maintenance Functions**
- Exhibit “G” - Maintenance Responsibility**

EXHIBIT "A"
Legal Description of the Property

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202 YOTHERS ROAD
PORTION OF PARCEL 132

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 132 PART C - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 806.33 FEET TO A POINT ON THE WEST LINE OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 170.02 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 29.51 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 15°09'30" EAST, A DISTANCE OF 175.47 FEET TO A POINT; THENCE SOUTH 89°10'54" WEST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO AFORESAID SOUTH LINE, A DISTANCE OF 75.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,911 SQUARE FEET, MORE OR LESS.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 132
PART C



GEODATA CONSULTANTS, INC.

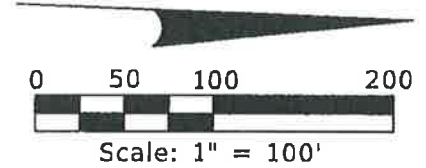
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401

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

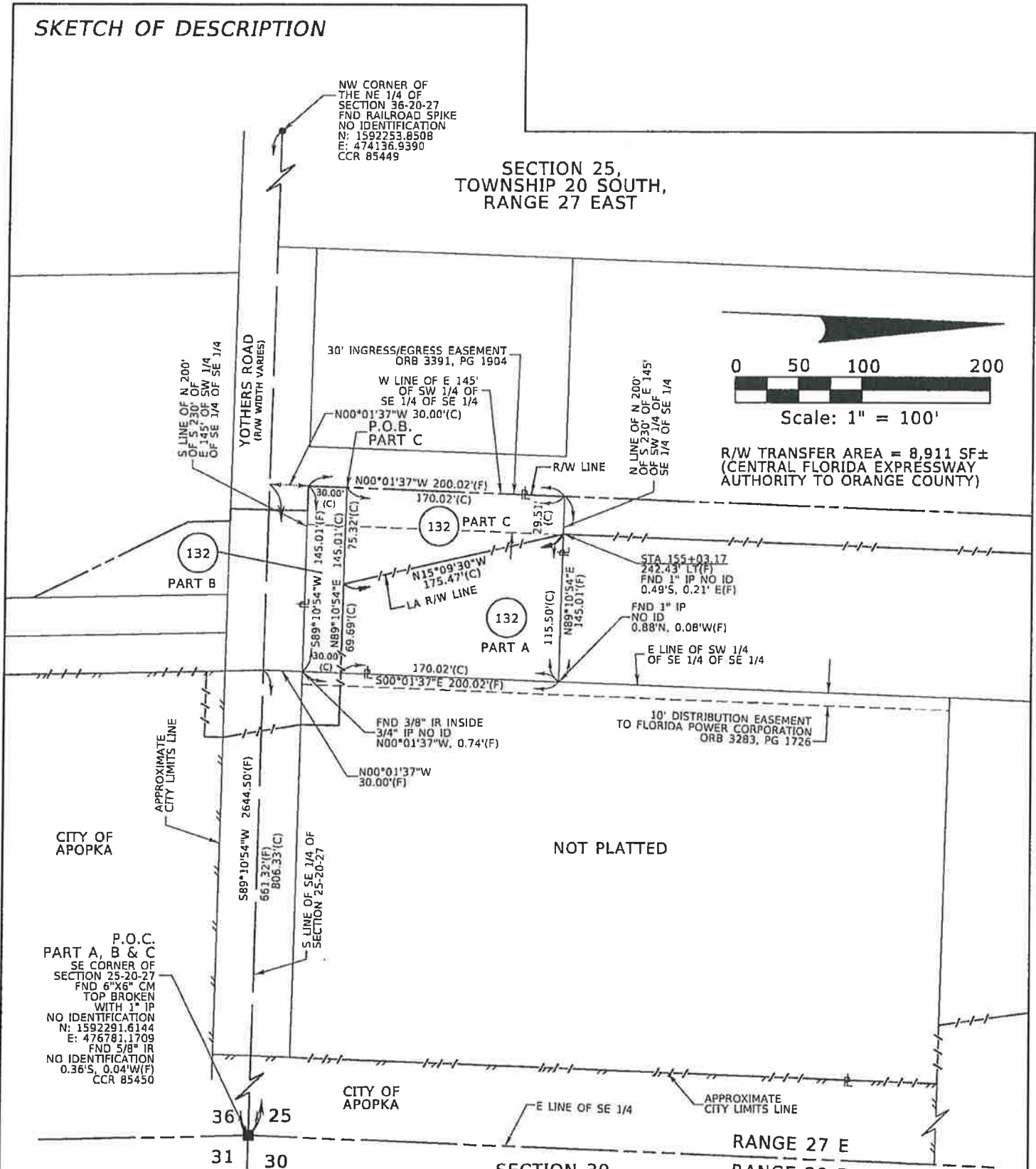
SKETCH OF DESCRIPTION

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

NW CORNER OF
THE NE 1/4 OF
SECTION 35-20-27
FND RAILROAD SPIKE
NO IDENTIFICATION
N: 1592253.8508
E: 474136.9390
CCR 85449



R/W TRANSFER AREA = 8,911 SF±
(CENTRAL FLORIDA EXPRESSWAY
AUTHORITY TO ORANGE COUNTY)




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

**SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

**RANGE 27 E
RANGE 28 E
SHEET 2 OF 3**

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 132
PART C**

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	N:	= NORTHING
(F)	= FIELD	NO.	= NUMBER
CCR	= CERTIFIED CORNER RECORD	ORB	= OFFICIAL RECORDS BOOK
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	PL	= PROPERTY LINE
CM	= CONCRETE MONUMENT	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
ID	= IDENTIFICATION	RT	= RIGHT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	SF	= SQUARE FEET
LA	= LIMITED ACCESS	STA	= STATION
LT	= LEFT		

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 89°10'54" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED MARCH 20, 2013 (REVISED MARCH 28, 2013), FILE NO. 2037-2833242, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

REVISION	BY	DATE

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

[Signature] 8-12-2021
H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 132
PART C

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202 YOTHERS ROAD
PORTION OF PARCEL 134

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 134 PART C - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 806.33 FEET TO A POINT ON THE WEST LINE OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 230.02 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°01'37" WEST ALONG SAID WEST LINE A DISTANCE OF 438.48 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'41" EAST ALONG SAID NORTH LINE, A DISTANCE OF 29.51 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°01'37" EAST, A DISTANCE OF 438.44 FEET TO A POINT ON AFORESAID NORTH LINE OF THE NORTH 200 FEET; THENCE SOUTH 89°10'54" WEST ALONG SAID NORTH LINE, A DISTANCE OF 29.51 TO THE POINT OF BEGINNING.

CONTAINING 12,939 SQUARE FEET, MORE OR LESS.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 134
PART C



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

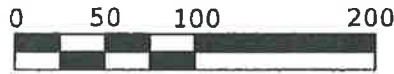
LAKE MARY, FLORIDA 32746

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

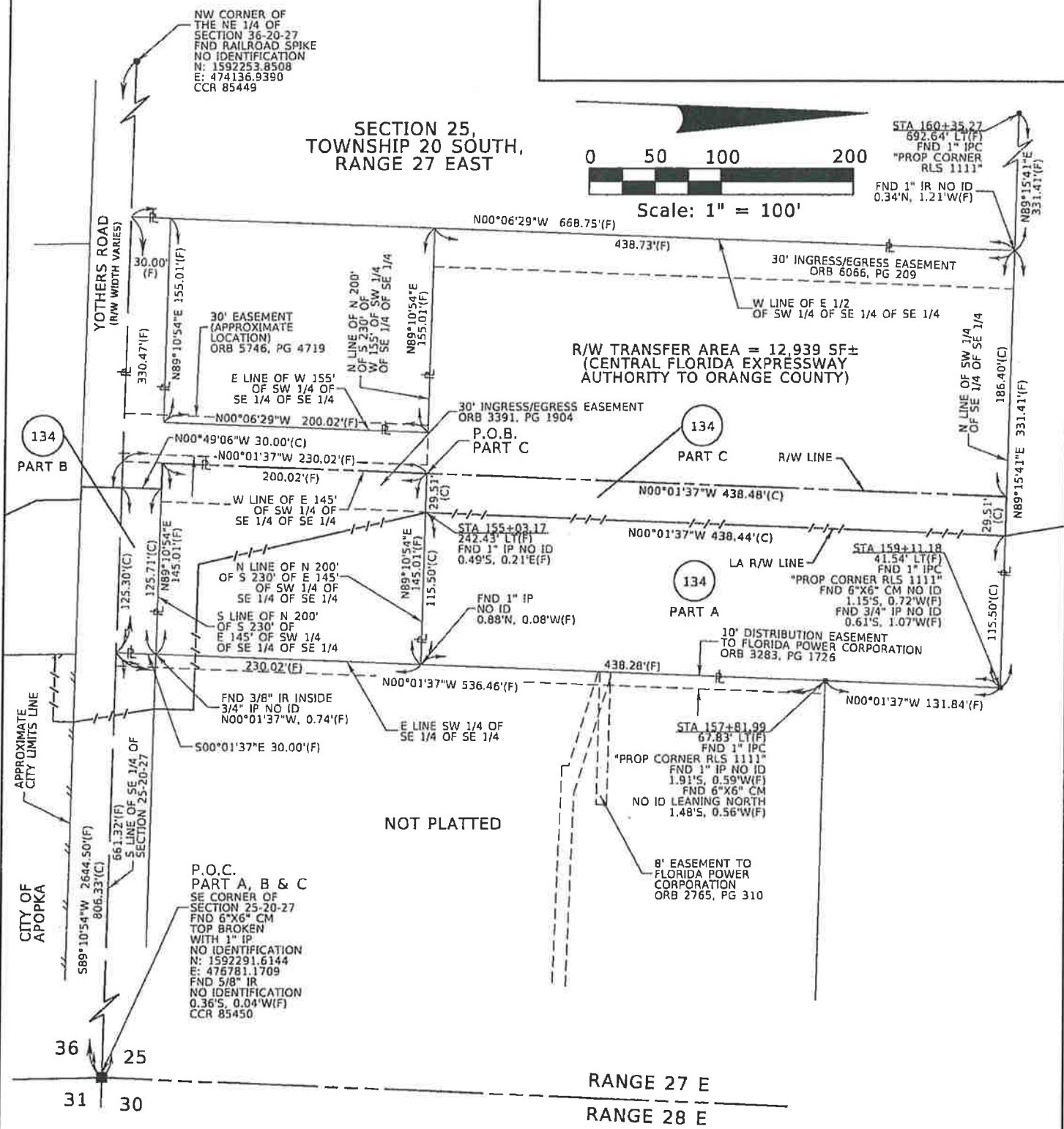
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**



STA 160+35.27
692.64' LT(F)
FND 1" IPC
"PROP CORNER
RLS 1111"
FND 1" IR NO ID
0.34'N, 1.21'W(F)



**R/W TRANSFER AREA = 12,939 SF±
(CENTRAL FLORIDA EXPRESSWAY
AUTHORITY TO ORANGE COUNTY)**

NOT PLATTED


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

**SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJM

**STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 134
PART C**

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(F)	= FIELD	LT	= LEFT
CCR	= CERTIFIED CORNER RECORD	N:	= NORTHING
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	NO.	= NUMBER
CM	= CONCRETE MONUMENT	ORB	= OFFICIAL RECORDS BOOK
E:	= EASTING	PL	= PROPERTY LINE
FND	= FOUND	PG	= PAGE
ID	= IDENTIFICATION	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
IPC	= IRON PIPE WITH CAP	RT	= RIGHT
IR	= IRON ROD	R/W	= RIGHT OF WAY
		SQ	= SQUARE
		STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 89°10'54" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED OCTOBER 23, 2012, FILE NO. 2037-2833255, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

 8-12-2021
H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 134
PART C**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202 PONKAN ROAD
PORTION OF PARCEL 156

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE WITH NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 937.97 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°15'01" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTH 89°49'04" WEST ALONG SAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 73.55 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH RIGHT OF WAY EASEMENT LINE, RUN NORTH 00°09'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 55.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°49'04" EAST, 55.00 FEET NORTH OF AND PARALLEL TO AFORESAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 73.16 FEET; THENCE SOUTH 00°15'01" EAST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,034 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF NORTH LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RIH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 156



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

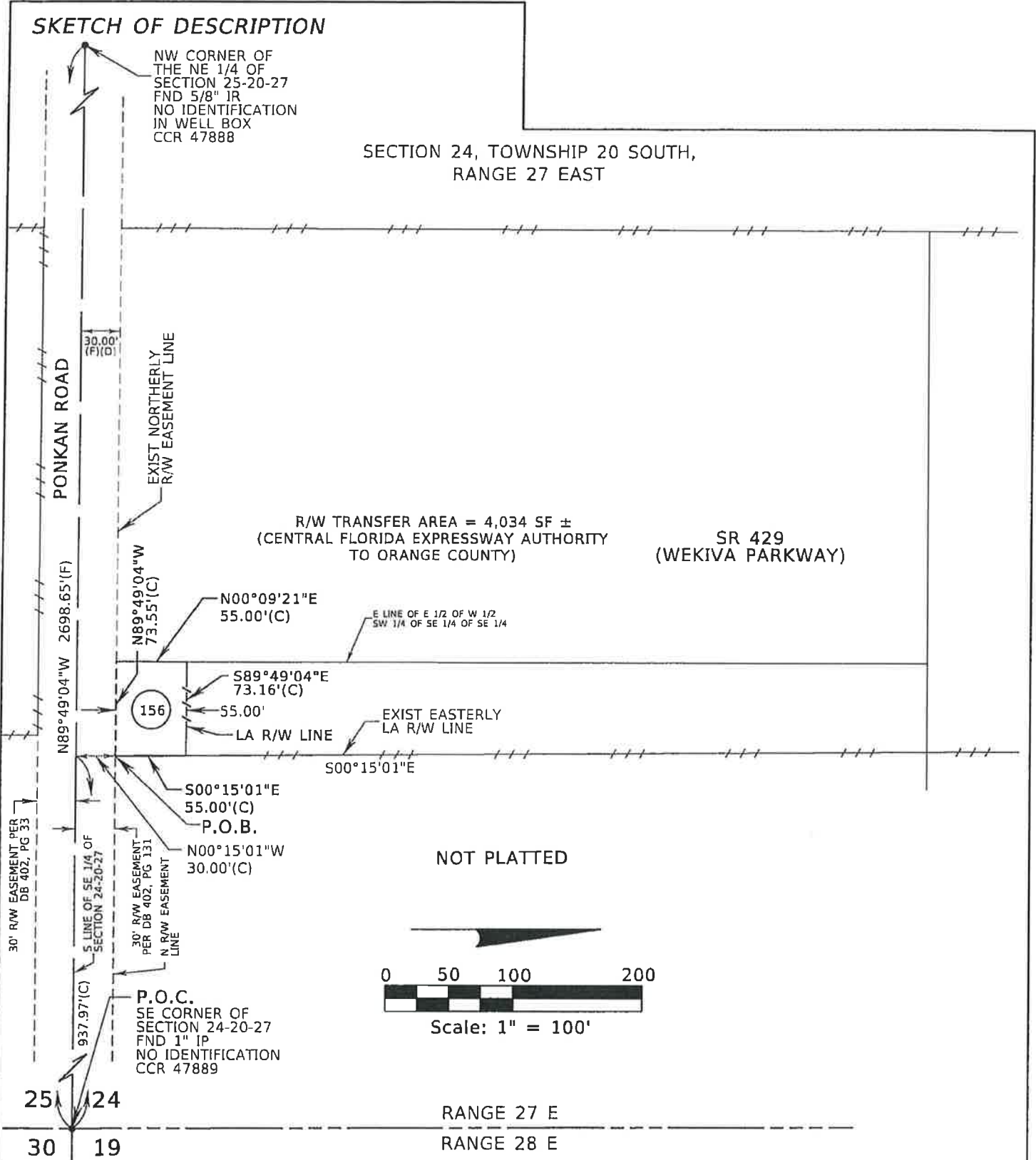
VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

NW CORNER OF THE NE 1/4 OF SECTION 25-20-27
 FND 5/8" IR
 NO IDENTIFICATION IN WELL BOX
 CCR 47888

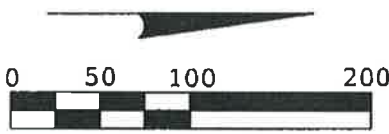
SECTION 24, TOWNSHIP 20 SOUTH,
 RANGE 27 EAST



R/W TRANSFER AREA = 4,034 SF ±
 (CENTRAL FLORIDA EXPRESSWAY AUTHORITY TO ORANGE COUNTY)

SR 429
 (WEKIVA PARKWAY)

NOT PLATTED



Scale: 1" = 100'

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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 156



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
 1349 S INTERNATIONAL PKWY
 SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RT	= RIGHT
ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
IP	= IRON PIPE	SF	= SQUARE FEET
IR	= IRON ROD	SR	= STATE ROAD
IRC	= IRON ROD AND CAP	STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 89°49'04" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
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7. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3


I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature] 8-12-2021
H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 156

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202 PONKAN ROAD
PORTION OF PARCEL 157

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE WITH NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1011.73 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°09'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°49'04" WEST ALONG SAID NORTH LINE, A DISTANCE OF 168.92 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°13'06" EAST ALONG SAID EAST LINE, A DISTANCE OF 55.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°49'04" EAST, 55.00 FEET NORTH OF AND PARALLEL TO AFORESAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 168.86 FEET TO THE INTERSECTION WITH THE AFORESAID EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 00°09'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,289 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF NORTH LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 157



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 240J

LAKE MARY, FLORIDA 32746

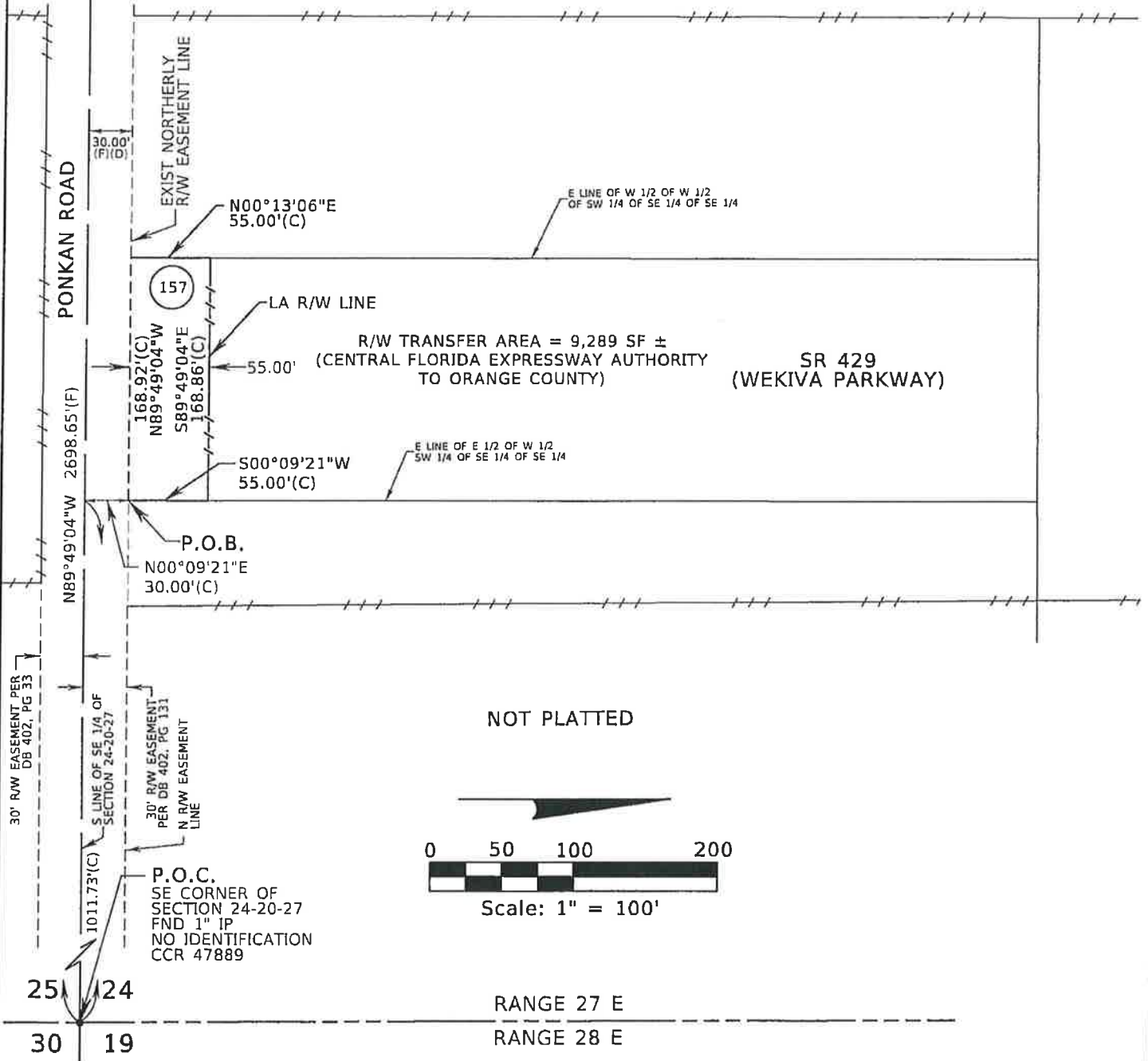
VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

NW CORNER OF THE NE 1/4 OF SECTION 25-20-27 FND 5/8" IR NO IDENTIFICATION IN WELL BOX CCR 47888

SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 157

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	ϕ	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RT	= RIGHT
ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
IP	= IRON PIPE	SF	= SQUARE FEET
IR	= IRON ROD	SR	= STATE ROAD
IRC	= IRON ROD AND CAP	STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 89°49'04" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

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



8-12-2021

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 157



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202 PONKAN ROAD
PORTION OF PARCEL 158

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE WITH NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1180.69 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°13'06" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°49'04" WEST ALONG SAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 168.52 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH RIGHT OF WAY EASEMENT LINE, RUN NORTH 00°14'39" EAST ALONG SAID WEST LINE, A DISTANCE OF 55.00 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°49'04" EAST, 55.00 FEET NORTH OF AND PARALLEL TO AFORESAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 168.49 FEET TO THE INTERSECTION WITH THE AFORESAID EAST LINE; THENCE SOUTH 00°13'06" WEST ALONG SAID EAST LINE, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,268 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF NORTH LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 158



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

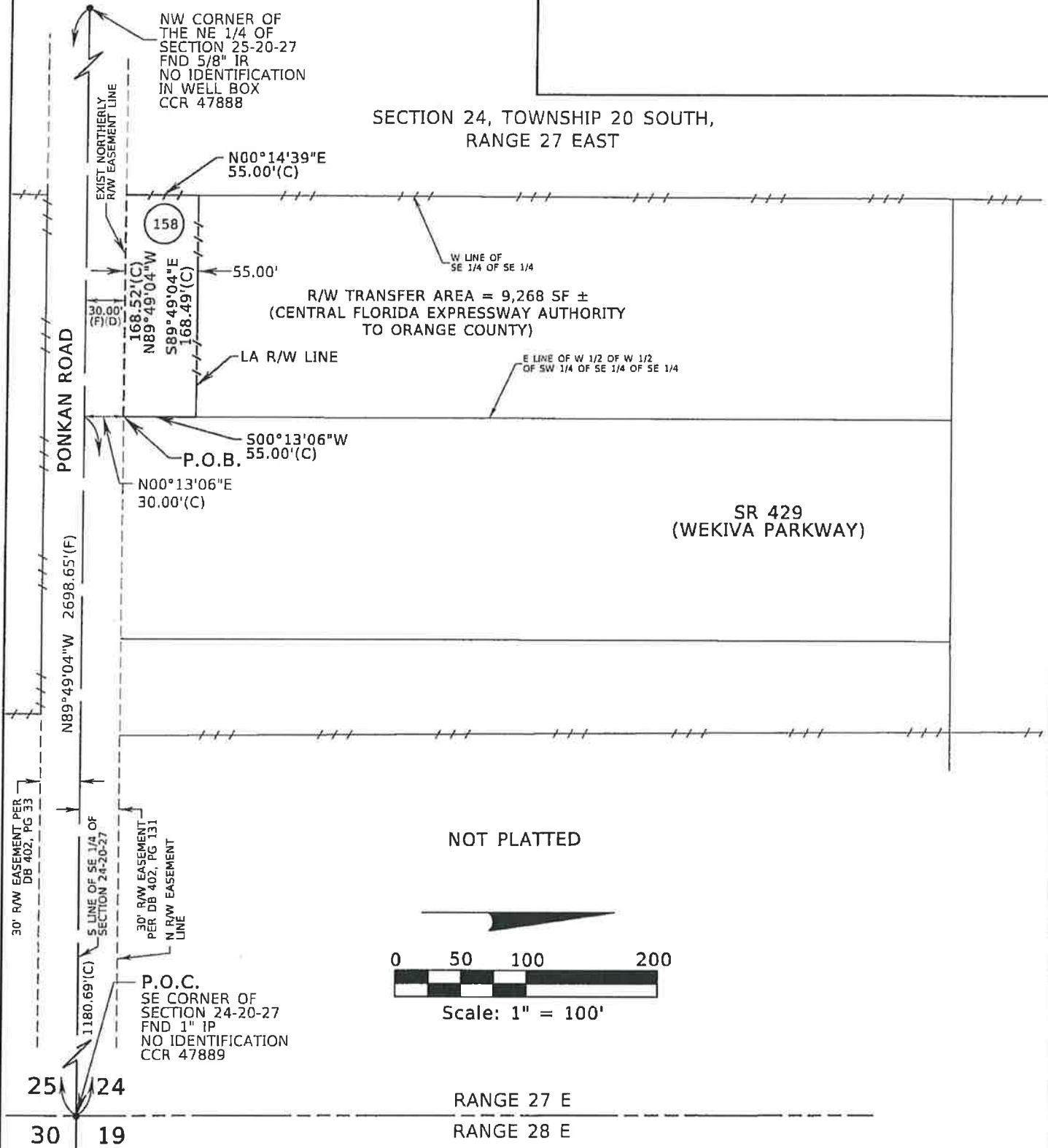
SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 158

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RT	= RIGHT
ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
IP	= IRON PIPE	SF	= SQUARE FEET
IR	= IRON ROD	SR	= STATE ROAD
IRC	= IRON ROD AND CAP	STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 89°49'04" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3


I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

 8-12-2021
H. Paul delVero, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 158

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

PROJECT NO. 429-203 - WEKIVA PARKWAY

PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY

ESTATE: FEE SIMPLE


LEGAL DESCRIPTION:

PARCEL 169 PART B

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1336.19 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'39" WEST ALONG SAID EAST LINE, A DISTANCE OF 661.57 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°39'52" WEST ALONG SAID NORTH LINE, A DISTANCE OF 610.06 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 10°42'43" WEST, A DISTANCE OF 166.85 FEET; THENCE SOUTH 00°22'55" WEST, A DISTANCE OF 495.78 FEET TO A POINT ON THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE SOUTH 89°50'02" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°22'55" EAST, A DISTANCE OF 659.46 FEET ALONG SAID WEST LINE TO A POINT ON AFORESAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°39'52" EAST, A DISTANCE OF 59.92 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINING 0.510 ACRES, MORE OR LESS

DATE	DECEMBER 10, 2013	 <p>CERTIFICATION OF AUTHORIZATION No. LB 1221 BOWYER SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-849-8664</p>	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 169/869
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE		SHEET 1 OF 3	
BSA PROJECT NO.	EA11-J1			
REVISION	BY	DATE		

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 249

PROJECT NO. 429-203 - WEKIVA PARKWAY

PARCEL 869

PURPOSE: PERPETUAL EASEMENT


ESTATE: EASEMENT

LEGAL DESCRIPTION:

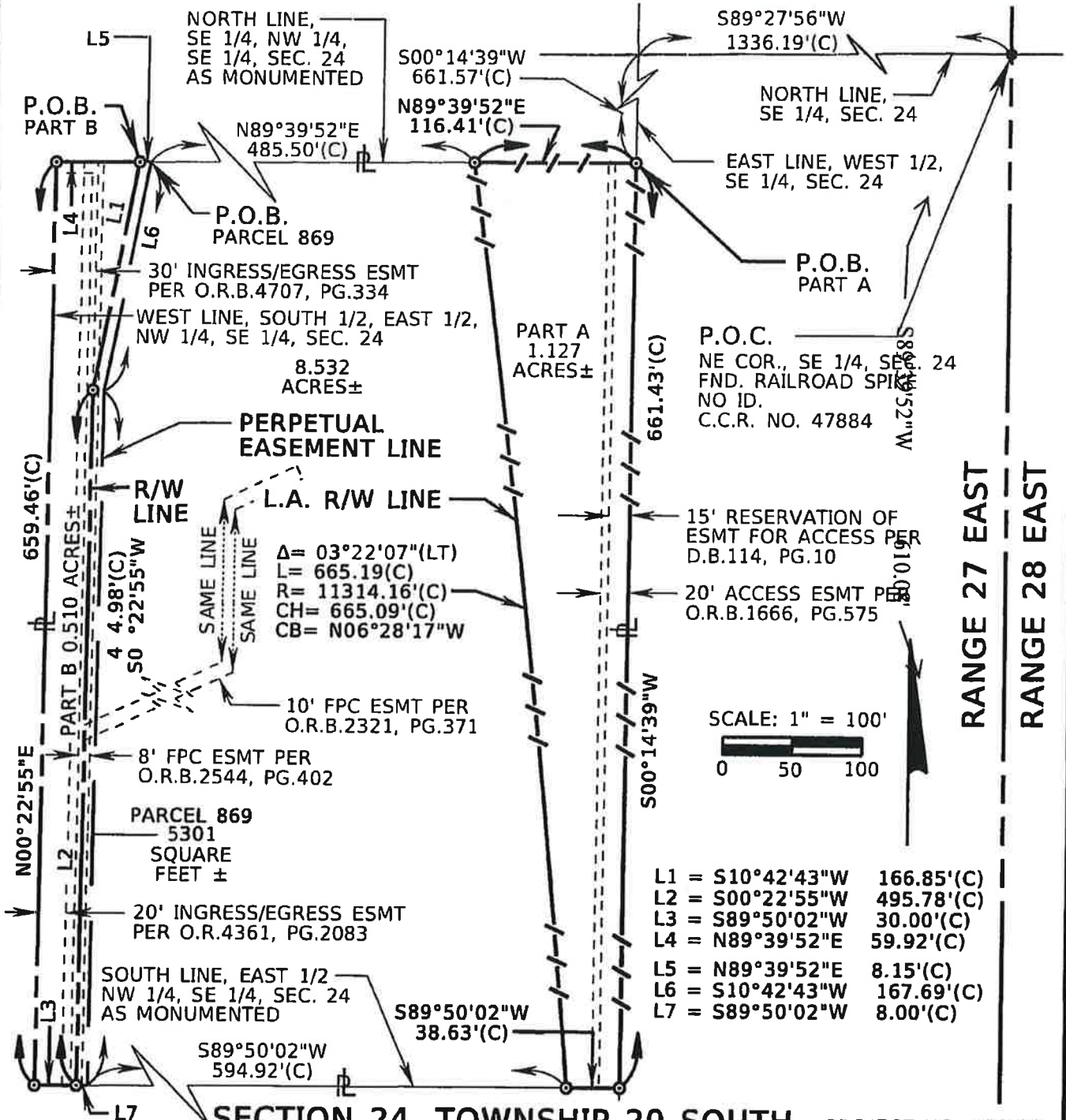
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1336.19 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'39" WEST ALONG SAID EAST LINE, A DISTANCE OF 661.57 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°39'52" WEST ALONG SAID NORTH LINE, A DISTANCE OF 601.91 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 10°42'43" WEST, A DISTANCE OF 167.69 FEET; THENCE SOUTH 00°22'55" WEST, A DISTANCE OF 494.98 FEET TO A POINT ON THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE SOUTH 89°50'02" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 8.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°22'55" EAST, A DISTANCE OF 495.78 FEET; THENCE NORTH 10°42'43" EAST, A DISTANCE OF 166.85 FEET TO A POINT ON AFORESAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°39'52" EAST ALONG SAID NORTH LINE, A DISTANCE OF 8.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 5301 SQUARE FEET, MORE OR LESS

DATE	DECEMBER 10, 2013	CERTIFICATION OF AUTHORIZATION No. LB 1221  BOWYER SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY. S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 169/869
DRAWN BY	M.ROLLINS			SCALE: N/A
CHECKED BY	S.WARE			
BSA PROJECT NO.	EA11-J1			
REVISION	BY	DATE		SHEET 2 OF 3

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 24-20-27, BEING S89°27'56"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



- L1 = S10°42'43"W 166.85'(C)
- L2 = S00°22'55"W 495.78'(C)
- L3 = S89°50'02"W 30.00'(C)
- L4 = N89°39'52"E 59.92'(C)
- L5 = N89°39'52"E 8.15'(C)
- L6 = S10°42'43"W 167.69'(C)
- L7 = S89°50'02"W 8.00'(C)

SECTION 24, TOWNSHIP 20 SOUTH PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William E. Boyd 12/12/13
 WILLIAM E. BOYD, P.S.M. DATE
 LICENSE NUMBER 5442

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

CERTIFICATION OF AUTHORIZATION No. LB 1221

BOWYER SINGLETON
 520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801
 (407) 843-5120
 FAX 407-649-8664

SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL 169/869

SCALE: 1"=100'

SHEET 3 OF 3

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT NO. 429-203 - WEKIVA PARKWAY
 PARCEL 170

PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 2004.61 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°22'55" WEST ALONG SAID EAST LINE, A DISTANCE OF 659.26 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°22'55" WEST ALONG SAID EAST LINE, A DISTANCE OF 659.46 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°50'02" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°22'55" EAST, A DISTANCE OF 659.37 FEET TO A POINT ON AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°39'52" EAST ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19782 SQUARE FEET, MORE OR LESS


NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2935457 DATED 03/28/2013.

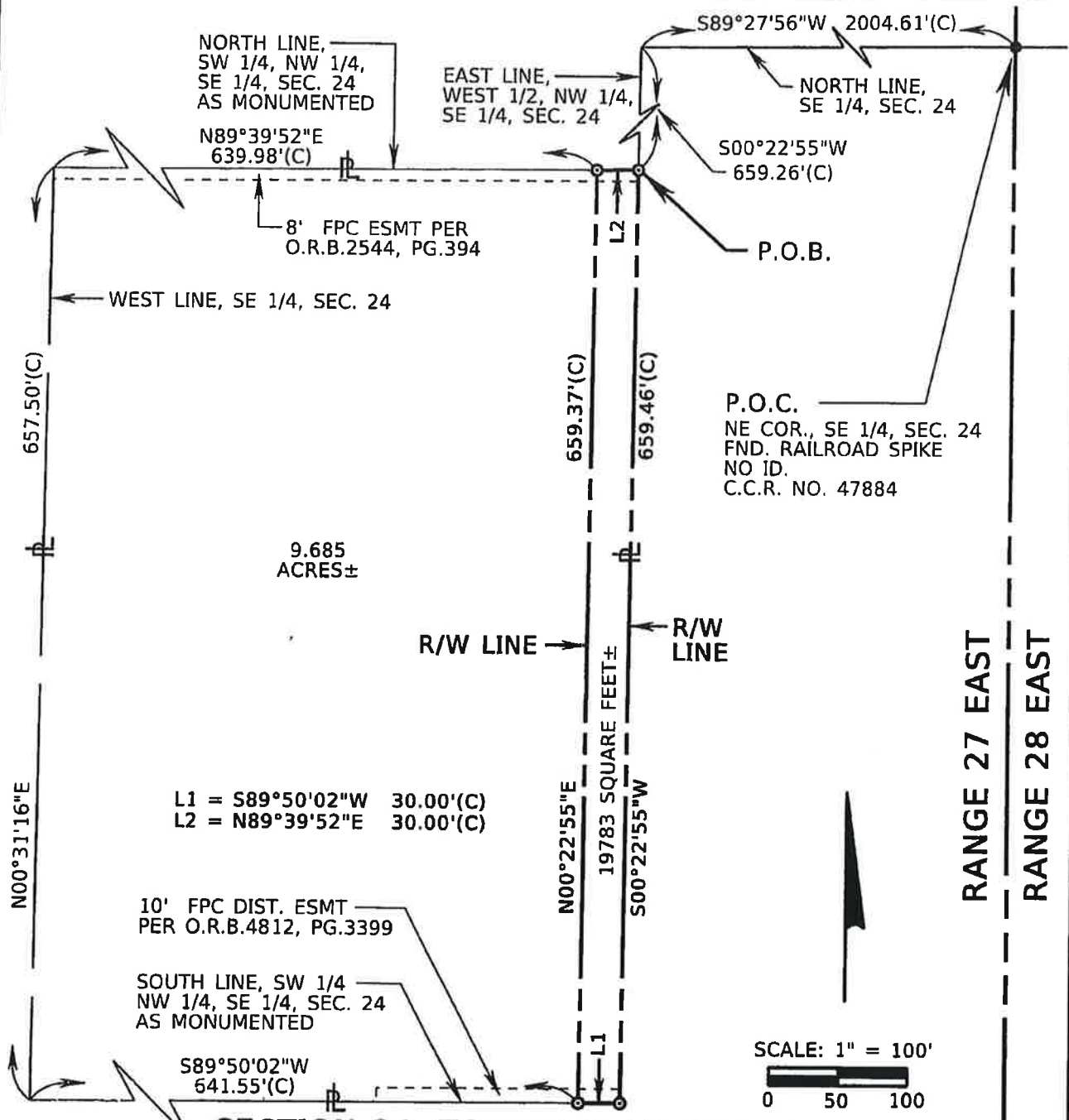
Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.

LEGEND & ABBREVIATIONS

- | | | | |
|----------------------------------|--------------------------------|--------------------------------|--|
| CB = CHORD BEARING | ID. = IDENTIFICATION | P.I. = POINT OF INTERSECTION | (R) = RADIAL |
| C.C.R. = CERTIFIED CORNER RECORD | I.R. = IRON ROD | P.O.B. = POINT OF BEGINNING | SEC. = SECTION |
| CH = CHORD LENGTH | L. = ARC LENGTH | P.O.C. = POINT OF COMMENCEMENT | TITF = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND |
| COR. = CORNER | L.A. = LIMITED ACCESS | PROJ. = PROJECT | W/ = WITH |
| (C) = CALCULATED DISTANCE | LB = LICENSED SURVEY BUSINESS | P.T. = POINT OF TANGENCY | --- = PROPERTY LINE |
| D.B. = DEED BOOK | LT = LEFT | (P) = PLAT | --- = SAME PROPERTY OWNER |
| ESMT = EASEMENT | NO. = NUMBER | R = RADIUS | Δ = DELTA (CENTRAL ANGLE) |
| EXIST. = EXISTING | O.R.B. = OFFICIAL RECORDS BOOK | R.B.M. = ROAD BOND MAP | ⊙ = CHANGE IN DIRECTION |
| FND. = FOUND | P.C. = POINT OF CURVATURE | RT = RIGHT | --- = LIMITED ACCESS R/W LINE |
| FFC = FLORIDA POWER CORPORATION | PG./PGS. = PAGE / PAGES | R/W = RIGHT OF WAY | --- |
| (F) = FIELD DISTANCE | | | --- |

DATE	NOVEMBER 8, 2013	CERTIFICATION OF AUTHORIZATION NO. LB 3221	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 170
DRAWN BY	HH, RD, LB 5	 BSA ROWER SHIGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-849-8664		
CHECKED BY	SWA R			ORANGE COUNTY EXPRESSWAY AUTHORITY
BSA PROJECT NO.	EA11-11		ORANGE COUNTY, FLORIDA	
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 24-20-27, BEING S89°27'56"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 24, TOWNSHIP 20 SOUTH PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William E. Byrd 11/26/13
 WILLIAM E. BYRD, P.S.M. DATE
 LICENSE NUMBER 5442

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

CERTIFICATION OF AUTHORIZATION No. LB 1221

BS BOWYER SINGLETON

520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801
 (407) 843-5120
 FAX 407-649-8664

SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL 170

SCALE: 1"=100'

SHEET 2 OF 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 WEKIVA PARKWAY - PROJECT NO. 429-203
 RIGHT OF WAY
 ESTATE: FEE SIMPLE


LEGAL DESCRIPTION:

Parcel 185
 PART B

A PARCEL OF LAND LOCATED IN THE OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

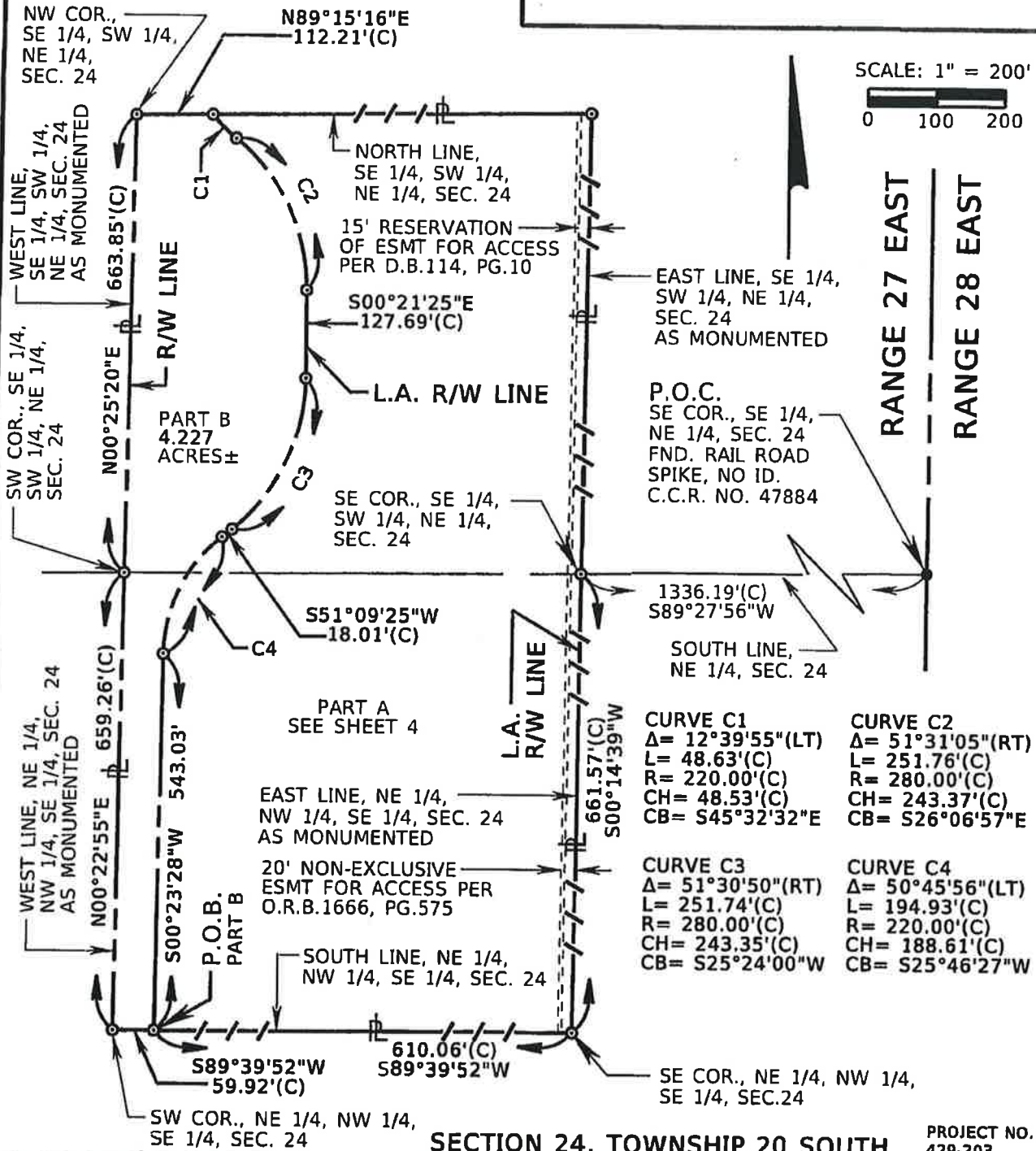
COMMENCE AT A FOUND RAIL ROAD SPIKE WITH NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1336.19 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00° 14' 39" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24 AS MONUMENTED AND OCCUPIED, A DISTANCE OF 661.57 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89° 39' 52" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 610.06 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 39' 52" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 59.92 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00° 22' 55" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED, A DISTANCE OF 659.26 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE RUN NORTH 00° 25' 20" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED, A DISTANCE OF 663.85 FEET TO THE NORTHWEST CORNER THEREOF; THENCE DEPARTING SAID WEST LINE RUN NORTH 89° 15' 16" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 112.21 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, A CHORD DISTANCE OF 48.53 FEET AND A CHORD BEARING OF SOUTH 45°32'32" EAST; THENCE DEPARTING SAID NORTH LINE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°39'55", A DISTANCE OF 48.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, A CHORD DISTANCE OF 243.37 FEET AND A CHORD BEARING OF SOUTH 26°06'57" EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°31'05", A DISTANCE OF 251.76 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°21'25" EAST, A DISTANCE OF 127.69 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 280.00 FEET, A CHORD DISTANCE OF 243.35 FEET AND A CHORD BEARING OF SOUTH 25°24'00" WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°30'50", A DISTANCE OF 251.74 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 51°09'25" WEST, A DISTANCE OF 18.01 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, A CHORD DISTANCE OF 188.61 FEET AND A CHORD BEARING OF SOUTH 25°46'27" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°45'56", A DISTANCE OF 194.93 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°23'28" WEST, A DISTANCE OF 543.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.2270 ACRES, MORE OR LESS.

DATE	SEPTEMBER 23, 2013	 <p>CERTIFICATION OF AUTHORIZATION No. LB 1223</p> <p>520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664</p>	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 185 PART B
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE		S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
BSA PROJECT NO.	EA11-J1			SHEET 1 OF 2
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SEC. 24-20-27, BEING S89°27'56"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

SCALE: 1" = 200'



RANGE 27 EAST
 RANGE 28 EAST

SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 72.027, FLORIDA STATUTES.

W.E.B. 3/23/2013
 WILLIAM E. BYRD, S.M.
 LICENSE NUMBER 3442
 DATE

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

CERTIFICATION OF AUTHORIZATION No. LB 3223



SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 185 PART B

SCALE: 1"=200'

SHEET 2 OF 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT NO. 429-203 - WEKIVA PARKWAY
 PURPOSE: RIGHT OF WAY TRANSFER TO
 ORANGE COUNTY
 ESTATE: FEE SIMPLE

PARCEL NO. 186 PART B

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT A FOUND 1/2" IRON ROD WITH NO IDENTIFICATION IN A WELL BOX MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 88°41'17" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1325.20 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°16'44" WEST ALONG THE EAST LINE OF SAID WEST HALF, A DISTANCE OF 1333.18 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°03'02" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 595.96 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 11314.16 FEET, A CHORD DISTANCE OF 123.76 FEET AND A CHORD BEARING OF SOUTH 18°11'08" EAST; THENCE DEPARTING SAID NORTH LINE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°37'36", A DISTANCE OF 123.76 FEET; THENCE DEPARTING SAID CURVE RUN SOUTH 56°47'32" WEST, A DISTANCE OF 59.58 FEET; THENCE SOUTH 00°01'58" WEST, A DISTANCE OF 374.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, A CHORD DISTANCE OF 147.75 FEET AND A CHORD BEARING OF SOUTH 19°35'19" EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°14'33", A DISTANCE OF 150.68 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AS MONUMENTED & OCCUPIED; THENCE DEPARTING SAID CURVE RUN SOUTH 89°15'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 112.21 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°22'58" EAST ALONG SAID WEST LINE AS MONUMENTED AND OCCUPIED, A DISTANCE OF 663.78 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°03'02" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 69.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.075 ACRES, MORE OR LESS.

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

LEGEND & ABBREVIATIONS

- | | | | |
|----------------------------------|--------------------------------|--------------------------------|--|
| CB = CHORD BEARING | ID. = IDENTIFICATION | P.I. = POINT OF INTERSECTION | (R) = RADIAL |
| C.C.R. = CERTIFIED CORNER RECORD | I.R. = IRON ROD | P.O.B. = POINT OF BEGINNING | SEC. = SECTION |
| CH = CHORD LENGTH | L. = ARC LENGTH | P.O.C. = POINT OF COMMENCEMENT | TITFP. = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND |
| COR. = CORNER | L.A. = LIMITED ACCESS | PROJ. = PROJECT | W/ = WITH |
| (C) = CALCULATED DISTANCE | LB = LICENSED SURVEY BUSINESS | P.T. = POINT OF TANGENCY | PL = PROPERTY LINE |
| D.B. = DEED BOOK | LT = LEFT | (P) = PLAT | SP = SAME PROPERTY OWNER |
| ESMT = EASEMENT | NO. = NUMBER | R = RADIUS | Δ = DELTA (CENTRAL ANGLE) |
| EXIST. = EXISTING | O.R.B. = OFFICIAL RECORDS BOOK | R.B.M. = ROAD BOND MAP | ○ = CHANGE IN DIRECTION |
| FND = FOUND | P.C. = POINT OF CURVATURE | RT = RIGHT | --- = LIMITED ACCESS R/W LINE |
| FPC = FLORIDA POWER CORPORATION | PG./PGS. = PAGE / PAGES | R/W = RIGHT OF WAY | ---- |
| (F) = FIELD DISTANCE | | | |

DATE NOVEMBER 18, 2013	CERTIFICATION OF AUTHORIZATION No. LB 8011	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY. S.R. 429 (WEKIVA PARKWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 186 PART B SCALE: N/A SHEET 1 OF 2
DRAWN BY M.ROLLINS	 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-848-8664		
CHECKED BY S.WARE			
DEWBERRY PROJECT NO EA11-J1			
UPDATE I/A J MUNRO 08/12/2019			
REVISION BY DATE			

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 24-20-27, BEING S88°41'17"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

CURVE C1
 $\Delta = 00^\circ 37' 36''$ (RT)
 $L = 123.76'$ (C)
 $R = 11314.16'$ (C)
 $CH = 123.76'$ (C)
 $CB = S18^\circ 11' 08'' E$

CURVE C2
 $\Delta = 39^\circ 14' 33''$ (LT)
 $L = 150.68'$ (C)
 $R = 220.00'$ (C)
 $CH = 147.75'$ (C)
 $CB = S19^\circ 35' 19'' E$

NORTH LINE, NE 1/4, SEC. 24

13 18

1325.20'(C)
 S88°41'17"W

24 19

NE COR., WEST 1/2, NE 1/4, SEC. 24

P.O.C.
 NE COR. NE 1/4, SEC. 24
 FND. 1/2" I.R.
 NO ID., IN WELL BOX
 C.C.R. NO. 41736

INGRESS/EGRESS ESMT PER O.R.B.5585, PG.3027

EAST LINE, WEST 1/2, NE 1/4, SEC. 24

NW COR., NE 1/4, SW 1/4, NE 1/4, SEC. 24

N89°03'02"E
 69.68'(C)

P.O.B. PART B

500°16'44"W
 1333.18'(C)

S89°03'02"W
 595.96'(C)

NE COR., NE 1/4, SW 1/4, NE 1/4, SEC. 24

R/W LINE

NORTH LINE, NE 1/4, SW 1/4, NE 1/4, SEC. 24

RANGE 27 EAST

RANGE 28 EAST

L.A. R/W LINE

S56°47'32"W
 59.58'(C)

8' FPC UTILITY ESMT (4' EACH SIDE EXIST. FACILITIES) PER O.R.B.1711, PG.688

EAST LINE, NE 1/4, SW 1/4, NE 1/4, SEC. 24

20' NON-EXCLUSIVE INGRESS/EGRESS ACCESS ESMT PER O.R.B.5585, PG.3027

WEST LINE, NE 1/4, SW 1/4, NE 1/4, SEC. 24 AS MONUMENTED

663.78'(C)

1.075 ACRES ±

1.075 ACRES ±

L.A. R/W LINE

S00°01'58"W
 374.05'(C)

15' RESERVATION OF ESMT FOR ACCESS PER D.B.114, PG.10 AND O.R.B.1666, PG.575

10' FPC DISTRIBUTION ESMT (5' EACH SIDE EXIST. FACILITIES) PER O.R.B.5638, PG.2915

SCALE: 1" = 200'



SW COR., NE 1/4, SW 1/4, NE 1/4, SEC. 24

S89°15'16"W
 112.21'(C)

8' FPC UTILITY ESMT PER O.R.B.2711, PG.1150

20' NON-EXCLUSIVE INGRESS/EGRESS ACCESS ESMT PER O.R.B.5585, PG.3027

SOUTH LINE, NE 1/4, SW 1/4, NE 1/4, SEC. 24 AS MONUMENTED

SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William E. Byrd 8/19/2019
 WILLIAM E. BYRD, P.S. DATE
 LICENSE NUMBER 5442

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

CERTIFICATION OF AUTHORIZATION No. LB 8011

Dewberry
 800 NORTH MAGNOLIA AVENUE SUITE 1000
 ORLANDO, FLORIDA 32803
 (407) 843-5120
 FAX 407-649-8664

SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL 186 PART B

SCALE: 1"=200'

SHEET 2 OF 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429

PROJECT NO. 429-203 - WEKIVA PARKWAY
PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:


PARCEL NO. 188 PART B

A PARCEL OF LAND LOCATED IN THE SOUTHEAST OF THE NORTHWEST OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

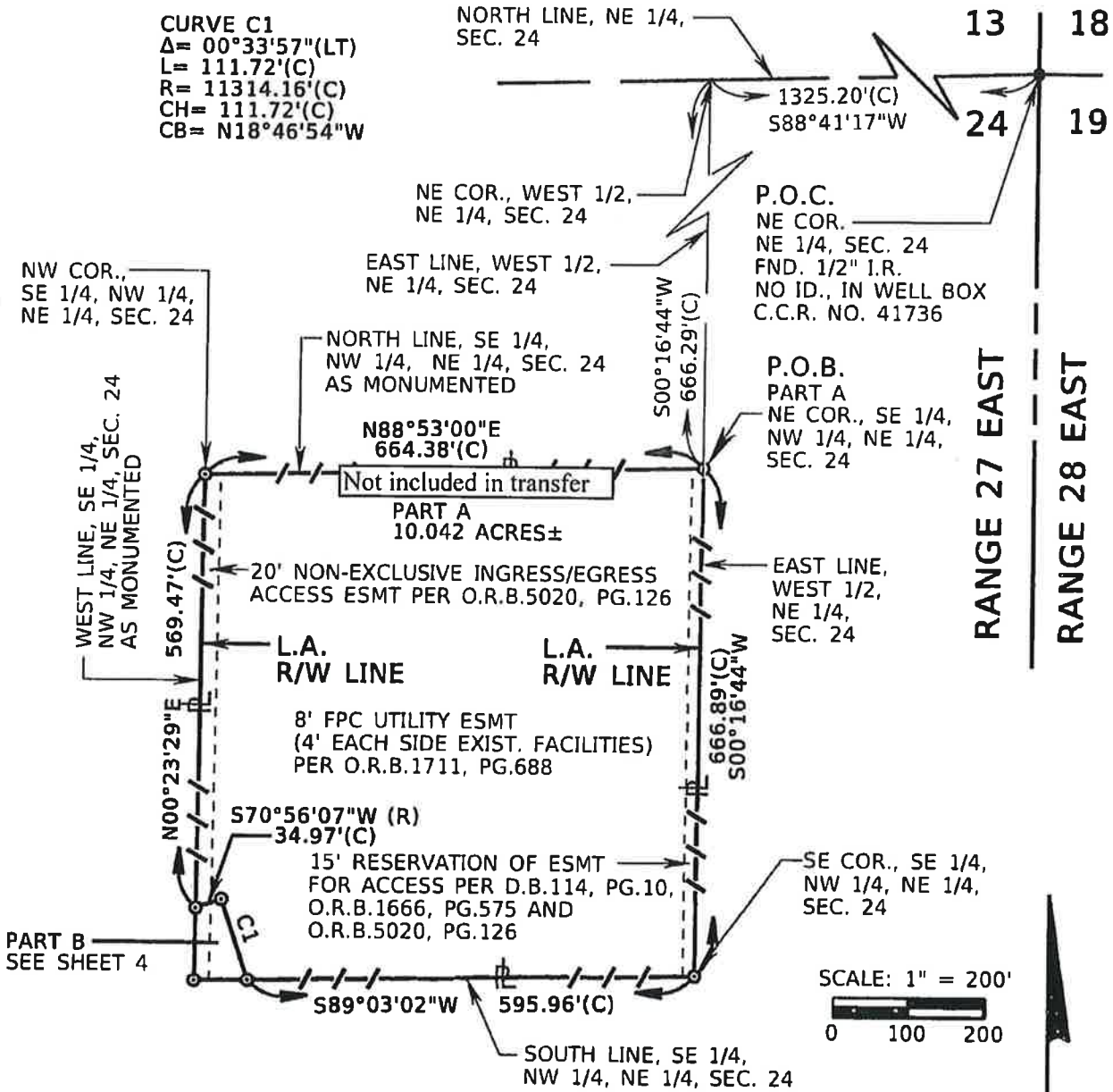
COMMENCE AT A FOUND 1/2" IRON ROD WITH NO IDENTIFICATION IN A WELL BOX MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 88° 41' 17" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1325.20 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00° 16' 44" WEST ALONG THE EAST LINE OF SAID WEST HALF, A DISTANCE OF 1333.18 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89° 03' 02" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 595.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 03' 02" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 69.68 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00° 23' 29" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED, A DISTANCE OF 95.51 FEET; THENCE DEPARTING SAID WEST LINE RUN ALONG A RADIAL BEARING OF NORTH 70° 56' 07" EAST, A DISTANCE OF 34.97 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 11314.16 FEET, A CHORD DISTANCE OF 111.72 FEET AND A CHORD BEARING OF SOUTH 18° 46' 54" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 33' 57", A DISTANCE OF 111.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 5290 SQUARE FEET, MORE OR LESS

Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and the property of the prior authority.


DATE	SEPTEMBER 23, 2013	 <p>CERTIFICATION OF AUTHORIZATION No. LB 1231</p> <p>BOWLER SINGLETON</p> <p>520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664</p>	<p>SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.</p> <p>S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA</p>	<p>PARCEL 188 PART B</p>
DRAWN BY	H.ROLLINS			
CHECKED BY	S.WARE			
BSA PROJECT NO.	EA13-11			
REVISION	BY	DATE		SHEET 1 OF 3

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 24-20-27, BEING S88°41'17"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



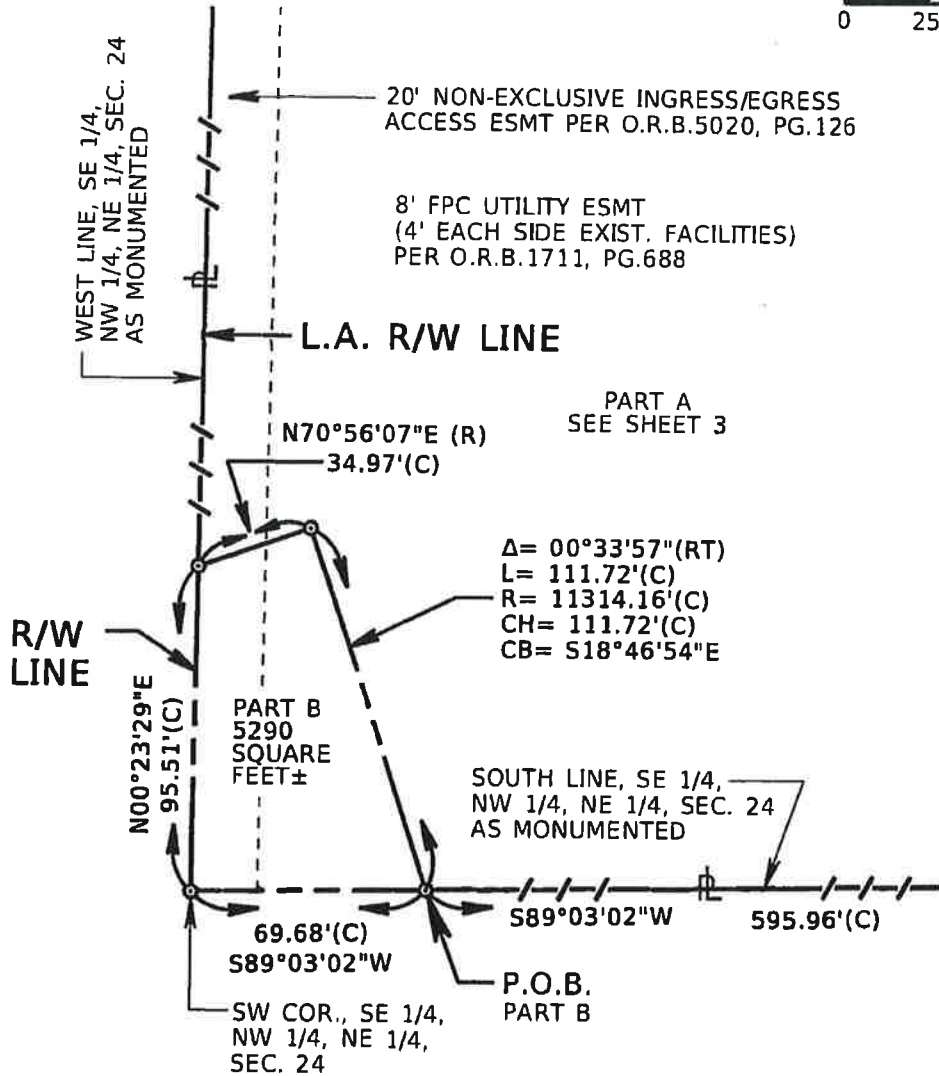
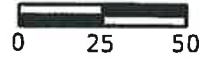
SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

DATE	SEPTEMBER 23, 2013	 CERTIFICATION OF AUTHORIZATION No. LB 3221 POWELL SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY. S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 188 PART B
DRAWN BY	M.ROLLINS			SCALE: 1"=200'
CHECKED BY	S.WARE			SHEET 2 OF 3
BSA PROJECT NO.	EA11-J1			
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 24-20-27, BEING S88°41'17"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

SCALE: 1" = 50'



SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William E. Byrd 2/23/2013
 WILLIAM E. BYRD, P.C.A., DATE
 LICENSE NUMBER 5442

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

CERTIFICATION OF AUTHORIZATION No. LB 1225



520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801
 (407) 843-5120
 FAX 407-649-8664

SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 188 PART B

SCALE: 1"=50'

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT NO. 429-203
 PARCEL 207 (PARTIAL)
 PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:


A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5/8" IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-203; THENCE NORTH 88°20'47" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2669.57 FEET TO ITS INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°09'11" WEST ALONG SAID WEST LINE, A DISTANCE OF 31.78 FEET TO ITS INTERSECTION WITH THE EXISTING SOUTH RIGHT OF WAY LINE OF KELLY PARK ROAD AS SHOWN ON SAID RIGHT OF WAY MAP FOR THE POINT OF BEGINNING; SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD DISTANCE OF 28.72 FEET AND A CHORD BEARING OF SOUTH 34°54'30" EAST; THENCE DEPARTING SAID WEST LINE, FROM A TANGENT BEARING OF SOUTH 69°58'12" EAST, RUN SOUTHERLY ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°07'23", A DISTANCE OF 30.60 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF SAID COUNTY ROAD 437 AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NUMBER 62; THENCE SOUTH 00°09'11" WEST ALONG SAID WEST LINE, A DISTANCE OF 605.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 88°34'31" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 16.51 FEET TO A POINT ON AFORESAID EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°09'11" EAST ALONG SAID EXISTING WEST RIGHT OF WAY LINE, A DISTANCE OF 629.80 FEET TO THE POINT OF BEGINNING.

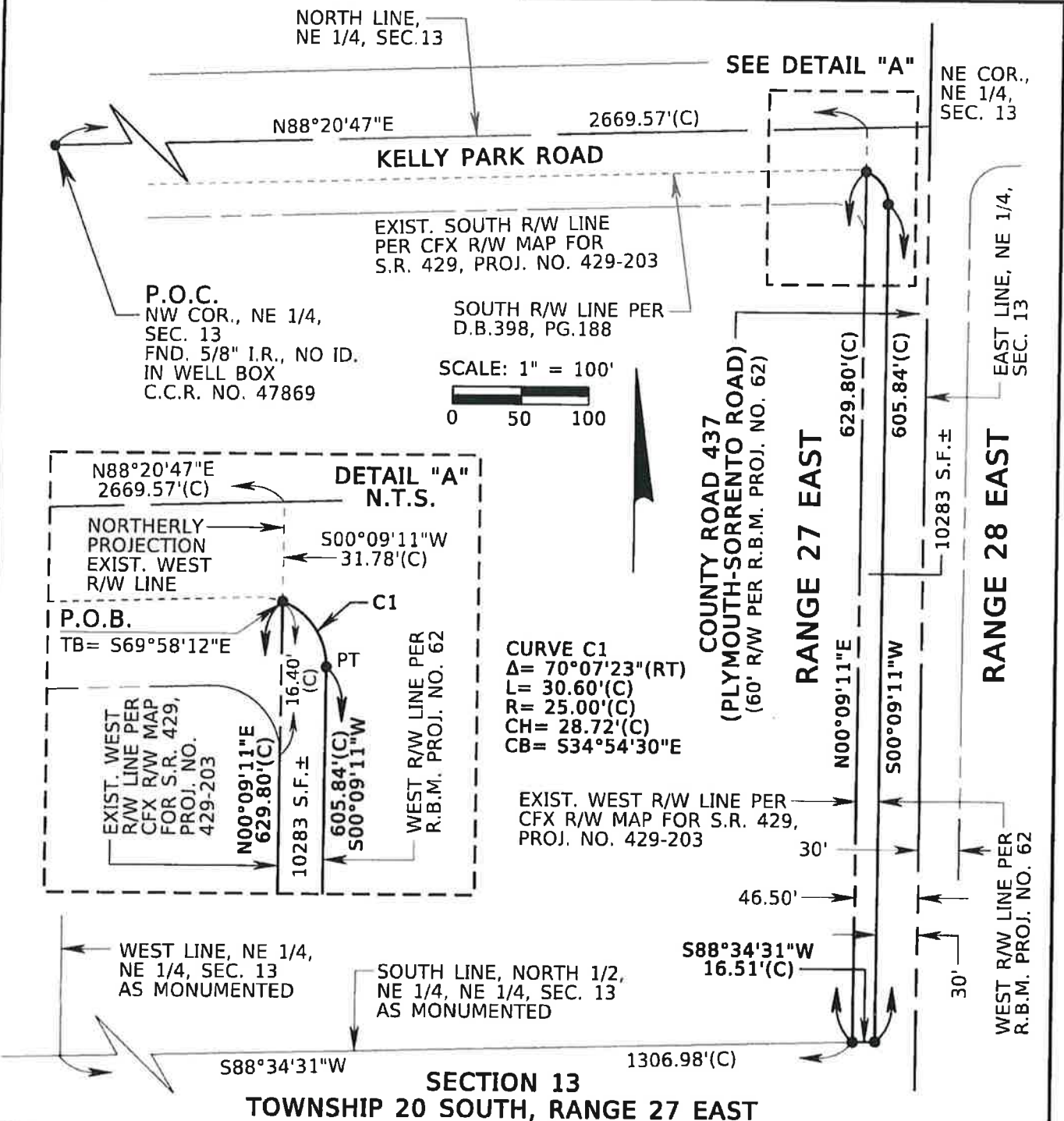
CONTAINING 10283 SQUARE FEET, MORE OR LESS

LEGEND & ABBREVIATIONS

- | | | | |
|--|----------------------------------|--------------------------------|------------------------|
| Δ = DELTA (CENTRAL ANGLE) | C.C.R. = CERTIFIED CORNER RECORD | L = LENGTH OF CURVE | PROJ. = PROJECT |
| (C) = CALCULATED DATA | D.B. = DEED BOOK | LB = LICENSED SURVEY BUSINESS | PT = POINT OF TANGENCY |
| CB = CHORD BEARING | EXIST. = EXISTING | NO = NUMBER | R = RADIUS |
| CH = CHORD DISTANCE | FND. = FOUND | N.T.S. = NOT TO SCALE | R/W = RIGHT OF WAY |
| CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY | ID. = IDENTIFICATION | PG./PGS. = PAGE / PAGES | R.B.M. = ROAD BOND MAP |
| COR. = CORNER | I.R. = IRON ROD | P.O.B. = POINT OF BEGINNING | SEC. = SECTION |
| | | P.O.C. = POINT OF COMMENCEMENT | S.R. = STATE ROAD |
| | | | TB = TANGENT BEARING |

DATE	JULY 2, 2019	CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) STATE ROAD 429 CFX PROJECT NO. 429-203	PARCEL 207 PARTIAL
DRAWN BY	J MUNRO			
CHECKED BY	S WARE			SCALE: N/A
DEWBERRY PROJECT NO.	5 088223			SHEET 1 OF 2
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES

SHEILA A WARE, P S M DATE
LICENSE NUMBER 5529

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

CERTIFICATION OF AUTHORIZATION No. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

STATE ROAD 429
CFX PROJECT NO. 429-203

PARCEL 207 PARTIAL

SCALE: 1"=100'

SHEET 2 OF 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT NO. 429-203 - WEKIVA PARKWAY -
 Parcel 228
 PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" IRON PIPE WITH CAP STAMPED "1263" IN WELL BOX MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 00°09'57" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 12, A DISTANCE OF 231.24 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°26'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 25.30 FEET TO ITS INTERSECTION WITH THE EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) PER ROAD BOND MAP PROJECT NO. 62 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 00°05'41" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 157.14 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD DISTANCE OF 34.81 FEET AND A CHORD BEARING OF SOUTH 44°13'30" WEST; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°15'38", A DISTANCE OF 38.51 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING ON THE EXISTING NORTH RIGHT OF WAY LINE OF KELLY PARK ROAD PER ROAD BOND MAP PROJECT NO. 49-E; THENCE SOUTH 88°21'18" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 32.79 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN NORTH 33°28'09" EAST, A DISTANCE OF 38.20 FEET; THENCE NORTH 00°05'41" EAST, A DISTANCE OF 150.18 FEET TO A POINT ON AFORESAID SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 88°26'25" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 36.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 6735 SQUARE FEET, MORE OR LESS


NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2902529 DATED 02/05/2013

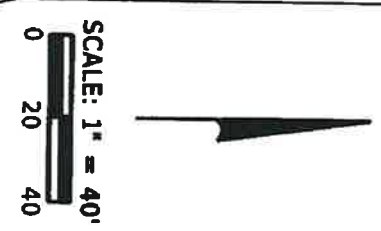
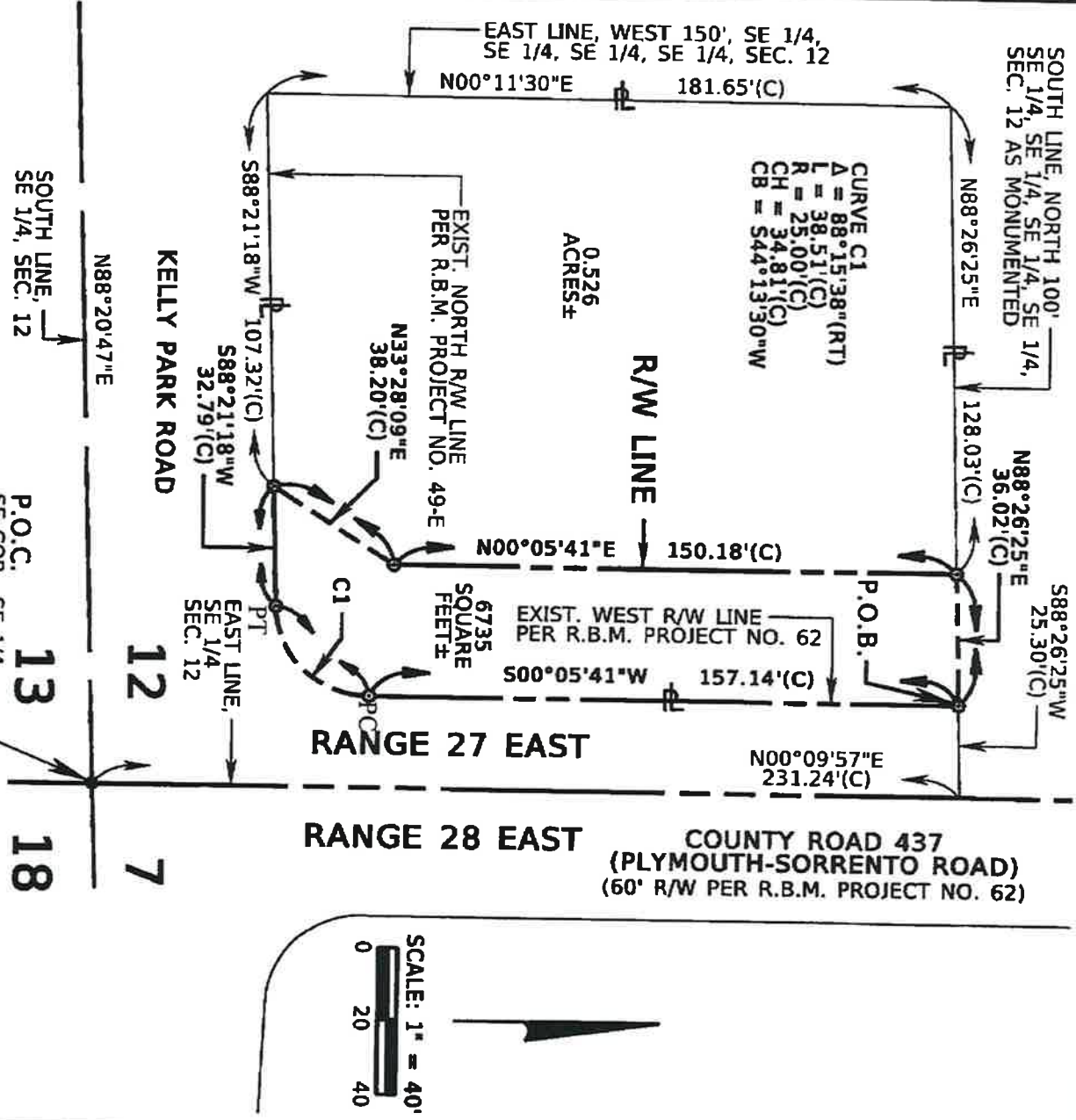
Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.

LEGEND & ABBREVIATIONS

- | | | | |
|----------------------------------|--------------------------------|--------------------------------|--|
| CB = CHORD BEARING | ID. = IDENTIFICATION | P.I. = POINT OF INTERSECTION | (R) = RADIAL |
| C.C.R. = CERTIFIED CORNER RECORD | I.R. = IRON ROD | P.O.B. = POINT OF BEGINNING | SEC. = SECTION |
| CH = CHORD LENGTH | L = ARC LENGTH | P.O.C. = POINT OF COMMENCEMENT | TTTF = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND |
| COA. = CORNER | L.A. = LIMITED ACCESS | PROJ. = PROJECT | W/T = WITH |
| (C) = CALCULATED DISTANCE | LB = LICENSED SURVEY BUSINESS | P.T. = POINT OF TANGENCY | W/L = PROPERTY LINE |
| D.B. = DEED BOOK | LT = LEFT | (P) = PLAT | Δ = SAME PROPERTY OWNER |
| ESMT = EASEMENT | NO. = NUMBER | R = RADIUS | Δ = DELTA (CENTRAL ANGLE) |
| EXIST. = EXISTING | O.R.B. = OFFICIAL RECORDS BOOK | R.B.M. = ROAD BOND MAP | ⊙ = CHANGE IN DIRECTION |
| FND. = FOUND | P.C. = POINT OF CURVATURE | RT = RIGHT | --- = LIMITED ACCESS R/W LINE |
| FPC = FLORIDA POWER CORPORATION | PG/PGS. = PAGE / PAGES | R/W = RIGHT OF WAY | --- = R/W LINE |
| (F) = FIELD DISTANCE | | | |

DATE NOVEMBER 18, 2013	CERTIFICATION OF AUTHORIZATION No. LB 1271		SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY. S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 228
DRAWN BY M.ROLLINS				SCALE: N/A
CHECKED BY S.WARE				
BSA PROJECT NO. EA11-11				
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE SOUTH/EAST 1/4 OF SEC. 12-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 12, TOWNSHIP 20 SOUTH PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE SURVEYING TECHNIQUE AND STANDARDS OF THE SURVEYING BOARD OF FLORIDA, ADMINISTRATIVE CODE CHAPTER 61S07, FLORIDA STATUTES.

WILLIAM E. BRIDGES, P.E.
 LICENSE NUMBER 5442
 DATE 11/18/13

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

SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEEKVA PARKWAY)
 ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL 228

SCALE: 1" = 40'
 SHEET 2 OF 2

CERTIFICATION of Authorization No. 13 1321

 530 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32803
 PHONE: 407-849-3120
 FAX: 407-849-8884

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429

PROJECT NO. 429-203 - WEKIVA PARKWAY

PARCEL 229

PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" IRON PIPE WITH CAP STAMPED "1263" IN WELL BOX MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 00°09'57" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 231.24 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°26'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 25.30 FEET TO ITS INTERSECTION WITH THE EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 62 FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°26'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 36.02 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00° 05' 41" EAST, A DISTANCE OF 100.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°26'25" EAST ALONG SAID NORTH LINE, A DISTANCE OF 36.02 FEET TO ITS INTERSECTION WITH AFORESAID WEST RIGHT OF WAY LINE OF COUNTY ROAD 437; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°05'41" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 100.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 3611 SQUARE FEET, MORE OR LESS


NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2902535 DATED 02/05/2013

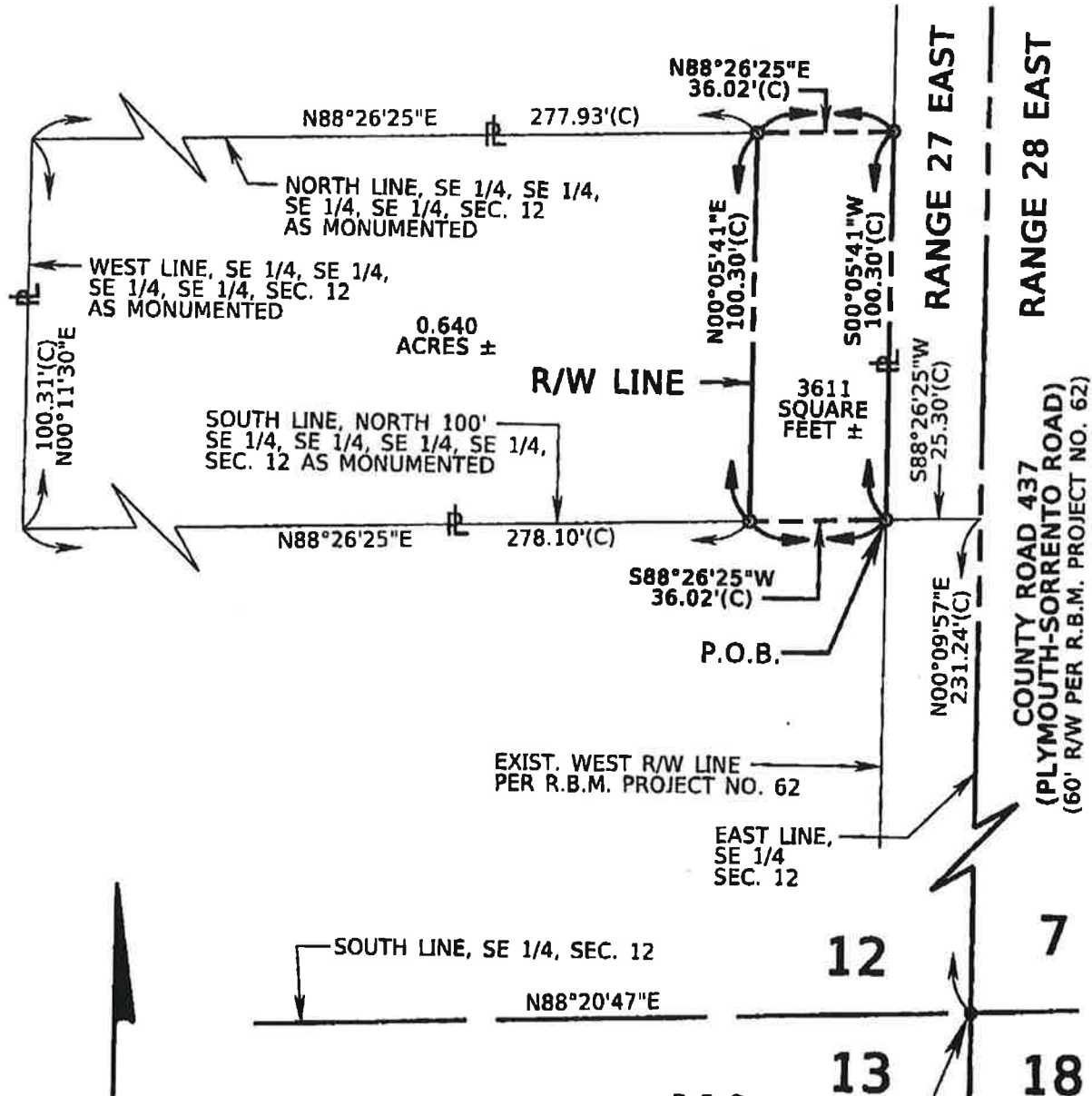
Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.

LEGEND & ABBREVIATIONS

CB = CHORD BEARING	ID. = IDENTIFICATION	P.I. = POINT OF INTERSECTION	(R) = RADIAL
C.C.R. = CERTIFIED CORNER RECORD	I.R. = IRON ROD	P.O.B. = POINT OF BEGINNING	SEC. = SECTION
CH = CHORD LENGTH	L = ARC LENGTH	P.O.C. = POINT OF COMMENCEMENT	TRIF. = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
COR. = CORNER	L.A. = LIMITED ACCESS	PROJ. = PROJECT	W/ = WITH
(C) = CALCULATED DISTANCE	L.B. = LICENSED SURVEY BUSINESS	P.T. = POINT OF TANGENCY	W/E = PROPERTY LINE
D.B. = DEED BOOK	LT = LEFT	(PI) = PLAT	W/O = SAME PROPERTY OWNER
ESMT = EASEMENT	NO. = NUMBER	R = RADIUS	Δ = DELTA (CENTRAL ANGLE)
EXIST. = EXISTING	O.R.B. = OFFICIAL RECORDS BOOK	R.B.M. = ROAD BOND MAP	∠ = CHANGE IN DIRECTION
FND. = FOUND	P.C. = POINT OF CURVATURE	RT = RIGHT	--- = LIMITED ACCESS R/W LINE
FFC = FLORIDA POWER CORPORATION	PG./PGS. = PAGE / PAGES	R/W = RIGHT OF WAY	--- = R/W LINE

DATE	NOVEMBER 18, 2013	 <p>CERTIFICATION OF AUTHORITY IN LEGISLATION 320 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 643-3320 FAX 407-643-8664</p>	<p>SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.</p> <p>S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA</p>	<p>PARCEL 229</p>
DRAWN BY	M.ROLLINS			SCALE: N/A
CHECKED BY	S.WARE			
BSA PROJECT NO.	EA11-11			
REVISION	BY	DATE	SHEET 1 OF 2	

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC. 12-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SCALE: 1" = 40'
 0 20 40

P.O.C.
 SE COR., SE 1/4,
 SEC. 12
 FND. 1" I.P.C., "1263"
 IN WELL BOX
 C.C.R. NO. 47870

SECTION 12, TOWNSHIP 20 SOUTH PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 31-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
 W.E.B. 1/18/13
 WILLIAM E. BIRD, P.S.M. DATE
 LICENSE NUMBER 5442
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF AUTHORIZATION No. LB 1221

 320 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32803
 (407) 843-5120
 FAX 407-849-8864

SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.
 S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 229
 SCALE: 1"=40'
 SHEET 2 OF 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT NO. 429-203 - WEKIVA PARKWAY
 PARCEL 230

PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" IRON PIPE WITH CAP STAMPED "1263" LOCATED IN A WELL BOX MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 00°09'57" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 497.16 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°30'04" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 25.63 FEET TO ITS INTERSECTION WITH THE EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 62 FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°30'04" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 36.01 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°05'41" EAST, A DISTANCE OF 181.58 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 150 FEET OF THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°35'44" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 36.01 FEET TO ITS INTERSECTION WITH AFORESAID WEST RIGHT OF WAY LINE OF COUNTY ROAD 437; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00° 05' 41" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 181.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 6536 SQUARE FEET, MORE OR LESS


NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2902546 DATED 02/05/2013

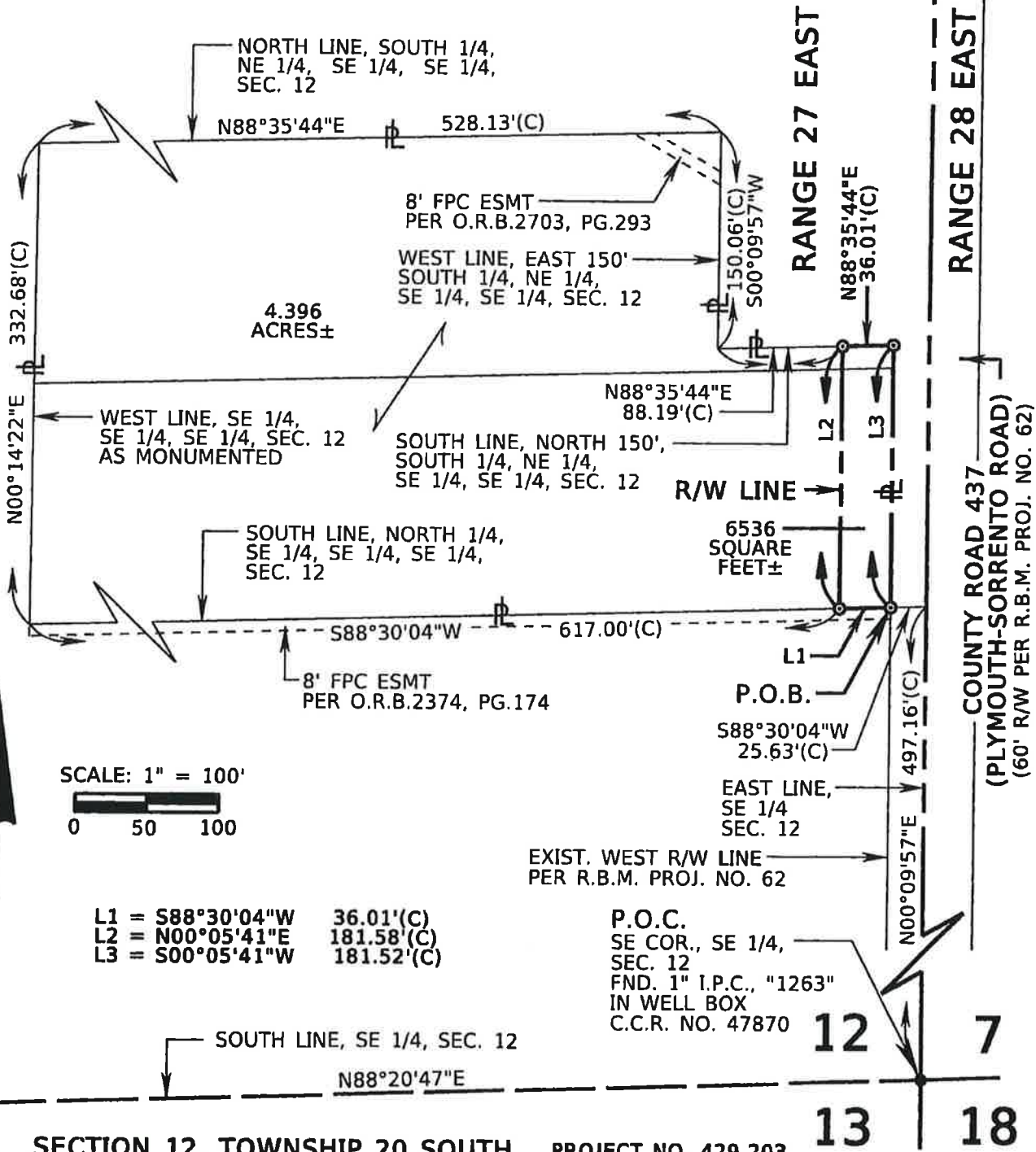
Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.

LEGEND & ABBREVIATIONS

CB = CHORD BEARING	ID. = IDENTIFICATION	P.I. = POINT OF INTERSECTION	(R) = RADIAL
C.C.R. = CERTIFIED CORNER RECORD	I.R. = IRON ROD	P.O.B. = POINT OF BEGINNING	SEC. = SECTION
CH = CHORD LENGTH	L = ARC LENGTH	P.O.C. = POINT OF COMMENCEMENT	TITF = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
COR. = CORNER	L.A. = LIMITED ACCESS	PROJ = PROJECT	W/ = WITH
(C) = CALCULATED DISTANCE	LB = LICENSED SURVEY BUSINESS	P.T. = POINT OF TANGENCY	≡ = PROPERTY LINE
DB = DEED BOOK	LT = LEFT	(P) = PLAT	≡ = SAME PROPERTY OWNER
ESMT = EASEMENT	NO. = NUMBER	R = RADIUS	Δ = DELTA (CENTRAL ANGLE)
EXIST = EXISTING	D.R.B. = OFFICIAL RECORDS BOOK	R.B.M. = ROAD BOND MAP	⊙ = CHANGE IN DIRECTION
FND. = FOUND	P.C. = POINT OF CURVATURE	RT = RIGHT	--- = LIMITED ACCESS R/W LINE
FPC = FLORIDA POWER CORPORATION	PG./PGS. = PAGE / PAGES	R/W = RIGHT OF WAY	--- = R/W LINE
(F) = FIELD DISTANCE			

DATE	AUGUST 12, 2013	CERTIFICATION OF AUTHORIZATION No. LB 1223	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 230
DRAWN BY	M. ROLLINS	 BOWYER-SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664		
CHECKED BY	S. WARE			ORANGE COUNTY EXPRESSWAY AUTHORITY
BSA PROJECT NO.	EA11-J1		ORANGE COUNTY, FLORIDA	
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC. 12-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SCALE: 1" = 100'
0 50 100

- L1 = S88°30'04"W 36.01'(C)
- L2 = N00°05'41"E 181.58'(C)
- L3 = S00°05'41"W 181.52'(C)

SECTION 12, TOWNSHIP 20 SOUTH PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William E. Byrd 8/12/2013
WILLIAM E. BYRD P.E.M. DATE
LICENSE NUMBER 5442

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

CERTIFICATION OF AUTHORIZATION No. LB 1221

BS BOWYER SINGLETON

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-3120
FAX 407-649-8664

SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 230

SCALE: 1"=100'

SHEET 2 OF 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT NO. 429-203 - WEKIVA PARKWAY

PARCEL 233

PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" IRON PIPE WITH CAP STAMPED "1263" LOCATED IN A WELL BOX MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 00°09'57" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 331.55 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 88°26'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 25.43 FEET TO ITS INTERSECTION WITH THE EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 62 FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°26'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 36.02 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°05'41" EAST, A DISTANCE OF 165.67 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°30'04" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 36.01 FEET TO ITS INTERSECTION WITH AFORESAID WEST RIGHT OF WAY LINE OF COUNTY ROAD 437; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00° 05' 41" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 165.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 5963 SQUARE FEET, MORE OR LESS


NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2902570 DATED 02/06/2013

Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.

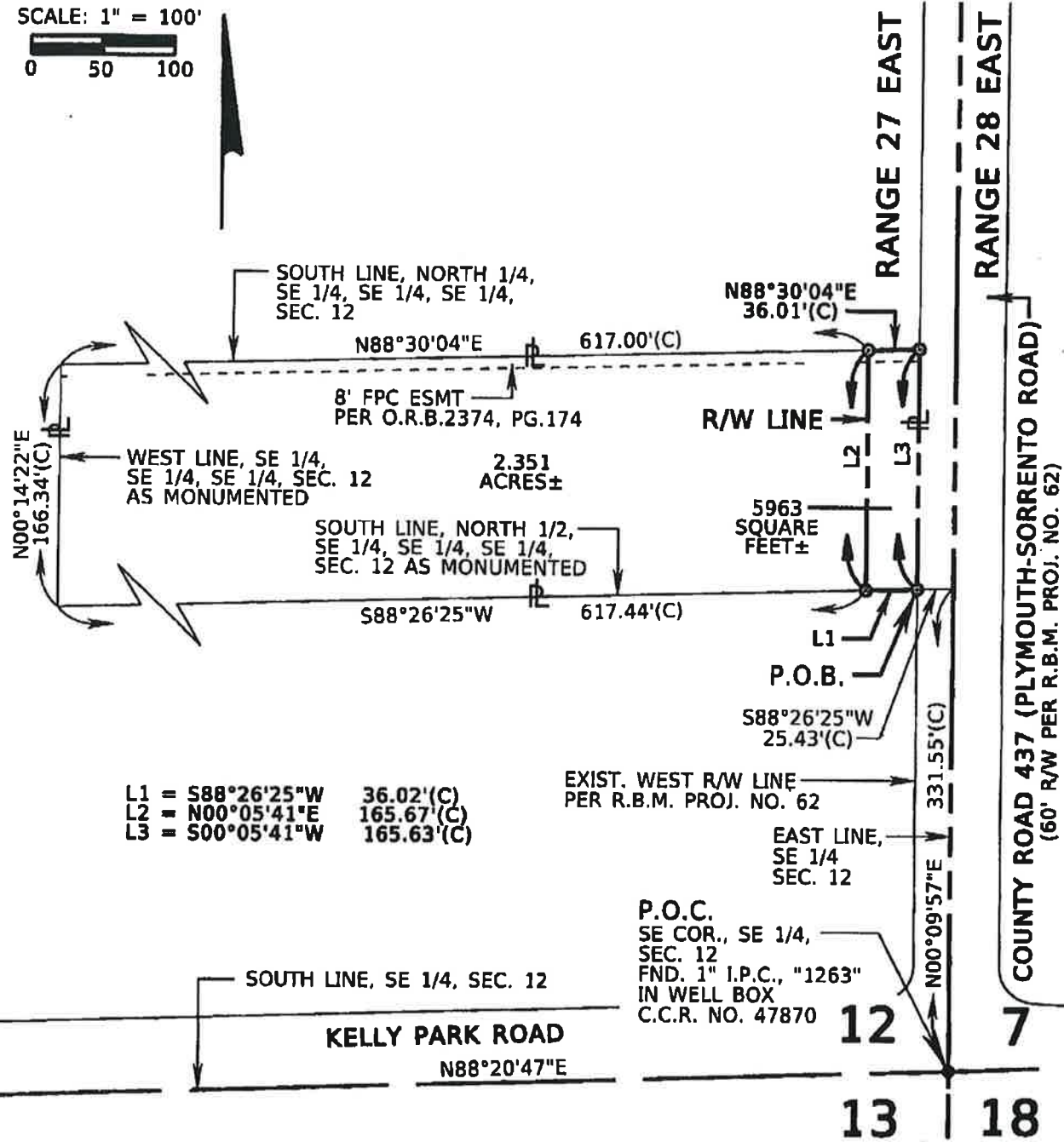
LEGEND & ABBREVIATIONS

- | | | | |
|----------------------------------|--------------------------------|--------------------------------|--|
| CB = CHORD BEARING | ID. = IDENTIFICATION | P.I. = POINT OF INTERSECTION | (R) = RADIAL |
| C.C.R. = CERTIFIED CORNER RECORD | IR. = IRON ROD | P.O.B. = POINT OF BEGINNING | SEC. = SECTION |
| CH = CHORD LENGTH | L. = ARC LENGTH | P.O.C. = POINT OF COMMENCEMENT | ITTF = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND |
| COR. = CORNER | LA. = LIMITED ACCESS | PROJ. = PROJECT | - WITH = WITH |
| (C) = CALCULATED DISTANCE | LB. = LICENSED SURVEY BUSINESS | P.T. = POINT OF TANGENCY | - PROPERTY LINE = PROPERTY LINE |
| D.B. = DEED BOOK | LT. = LEFT | (P) = PLAT | - SAME PROPERTY OWNER = SAME PROPERTY OWNER |
| ESMT. = EASEMENT | NO. = NUMBER | R = RADIUS | - DELTA (CENTRAL ANGLE) = DELTA (CENTRAL ANGLE) |
| EXIST. = EXISTING | O.R.B. = OFFICIAL RECORDS BOOK | R.B.M. = ROAD BOND MAP | - CHANGE IN DIRECTION = CHANGE IN DIRECTION |
| FND. = FOUND | P.C. = POINT OF CURVATURE | RT = RIGHT | - LIMITED ACCESS R/W LINE = LIMITED ACCESS R/W LINE |
| FPC = FLORIDA POWER CORPORATION | PG./PGS. = PAGE / PAGES | R/W = RIGHT OF WAY | - R/W LINE = R/W LINE |
| (F) = FIELD DISTANCE | | | |

DATE	NOVEMBER 19, 2013	 <p>CERTIFICATE OF AUTHORIZATION NO. LB 121312 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-849-8664</p>	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 233
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE		S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SHEET 1 OF 2
BSA PROJECT NO.	6A11-11			
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC. 12-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

SCALE: 1" = 100'



- L1 = S88°26'25"W 36.02'(C)
- L2 = N00°05'41"E 165.67'(C)
- L3 = S00°05'41"W 165.63'(C)

SOUTH LINE, SE 1/4, SEC. 12

KELLY PARK ROAD

N88°20'47"E

SECTION 12, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William E. Byrd 11/19/13
 WILLIAM E. BYRD, P.S.M.
 LICENSE NUMBER 5442 DATE

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

CERTIFICATION OF AUTHORIZATION No. 18 1321



520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801
 (407) 643-5120
 FAX 407-649-8664

SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 233

SCALE: 1"=100'

SHEET 2 OF 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429

PROJECT 429-204

PARCEL NO. 250 PART B

PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 250 PART B:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4041, PAGE 3587, AND OFFICIAL RECORDS BOOK 5274, PAGE 2897, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 4"X4" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE NORTH 89°21'11" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 833.86 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°17'04" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF ONDICH ROAD AND THE POINT OF BEGINNING, THENCE SOUTH 89°21'11" WEST ALONG SAID EXISTING NORTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF THE WEST 116 FEET OF THE EAST 550 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, THENCE DEPARTING SAID EXISTING NORTH RIGHT OF WAY LINE NORTH 00°17'04" EAST ALONG SAID WEST LINE, A DISTANCE OF 300.54 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3778 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 89°18'06" EAST ALONG SAID NORTH LINE AND SOUTHERLY BOUNDARY, A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHERLY BOUNDARY SOUTH 00°17'04" WEST, A DISTANCE OF 300.58 FEET TO A POINT ON SAID EXISTING NORTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

CONTAINING 12021 SQUARE FEET MORE OR LESS

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

Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.


I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


RUSSELL J. MARKS, PSM NO. 5623

DATE

2/12/2014

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 2/11/14	 URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	PARCEL 250 PART B
DRAWN BY: SMP	JOB NO:		SHEET: 1 OF 2
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		

SKETCH OF DESCRIPTION

PARCEL: 250
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE

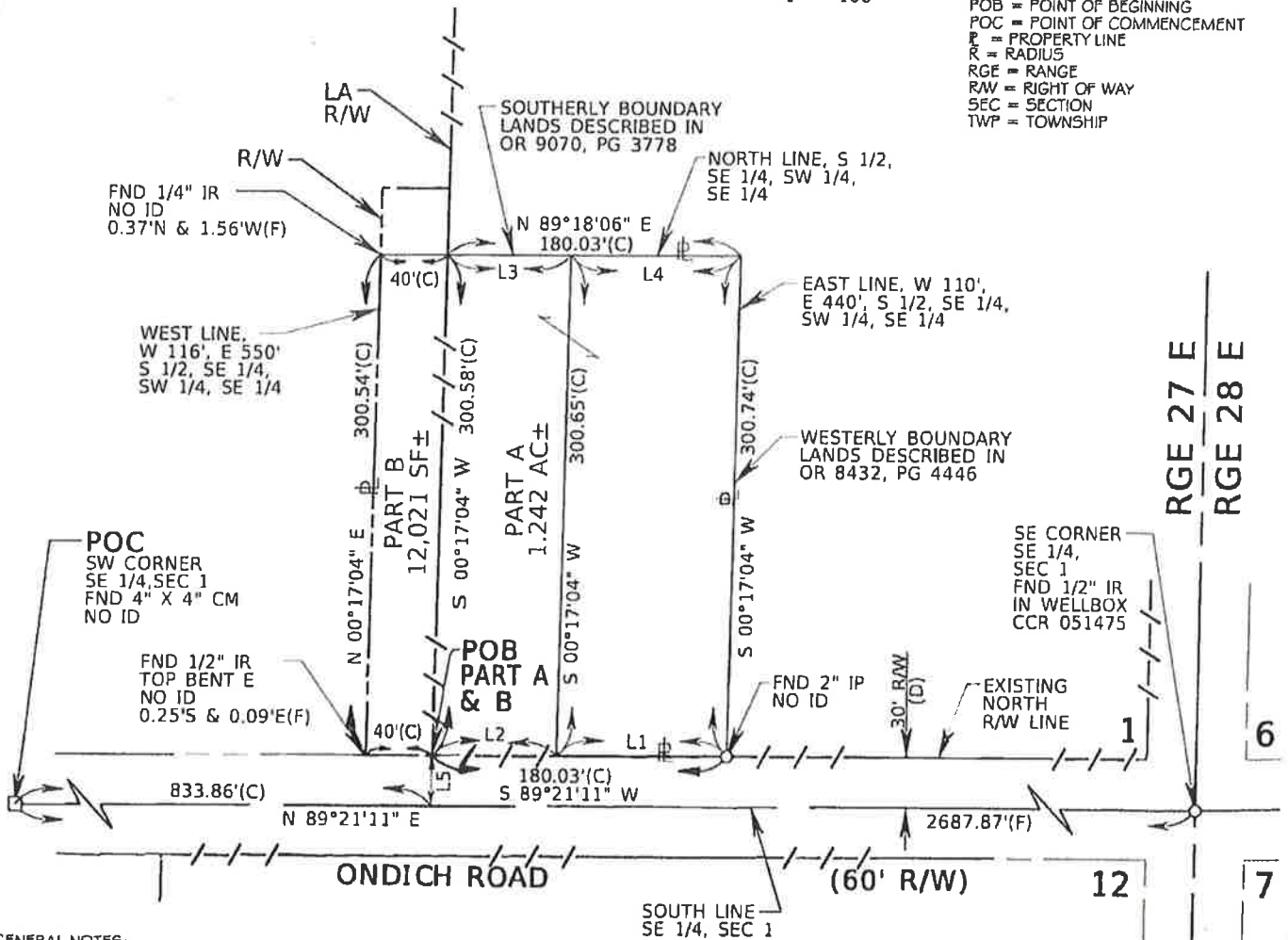
TOWNSHIP 20 SOUTH, RANGE 27 EAST

LINE TABLE			
L1	S 89°21'11" W	104.01'(C)	
L2	S 89°21'11" W	76.02'(C)	
L3	N 89°18'06" E	76.02'(C)	
L4	N 89°18'06" E	104.01'(C)	
L5	N 00°17'04" E	30.00'(C)	

S 00° 17' 04" W **END**

SCALE: 1" = 100'

A = ACRES
 C = CALCULATED
 CCR = CERTIFIED CORNER RECORD
 CM = CONCRETE MONUMENT
 F = FIELD
 FND = FOUND
 ID = IDENTIFICATION
 IP = IRON PIPE
 IR = IRON ROD
 LA = LIMITED ACCESS
 LB = LICENSED BUSINESS
 OR = OFFICIAL RECORDS
 PG = PAGE
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 PL = PROPERTY LINE
 R = RADIUS
 RGE = RANGE
 RAW = RIGHT OF WAY
 SEC = SECTION
 TWP = TOWNSHIP



- GENERAL NOTES:**
- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
 - THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
 - ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
 - A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 19, 2012, FILE NO. 2037-2856977 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 2/11/14	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	PARCEL 250 PART B
DRAWN BY: SMP	JOB NO:		SHEET: 2 OF 2
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429

PROJECT 429-204

PARCEL NO. 252 PART B
PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART B:

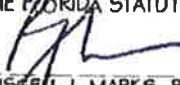
THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3778, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 1 (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH 89°21'11" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1508.96 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°16'53" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF ONDICH ROAD; THENCE SOUTH 89°21'11" WEST ALONG SAID EXISTING NORTH RIGHT OF WAY LINE, A DISTANCE OF 55.00 FEET TO A POINT ON THE WEST LINE OF THE WEST 110 FEET OF THE EAST 220 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID EXISTING NORTH RIGHT OF WAY LINE NORTH 00°17'04" EAST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°18'06" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 290.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°18'06" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°17'04" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3781 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 89°18'06" EAST ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 40.00 FEET; THENCE DEPARTING THE BOUNDARY OF SAID LANDS SOUTH 00°17'04" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET, MORE OR LESS.

Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.

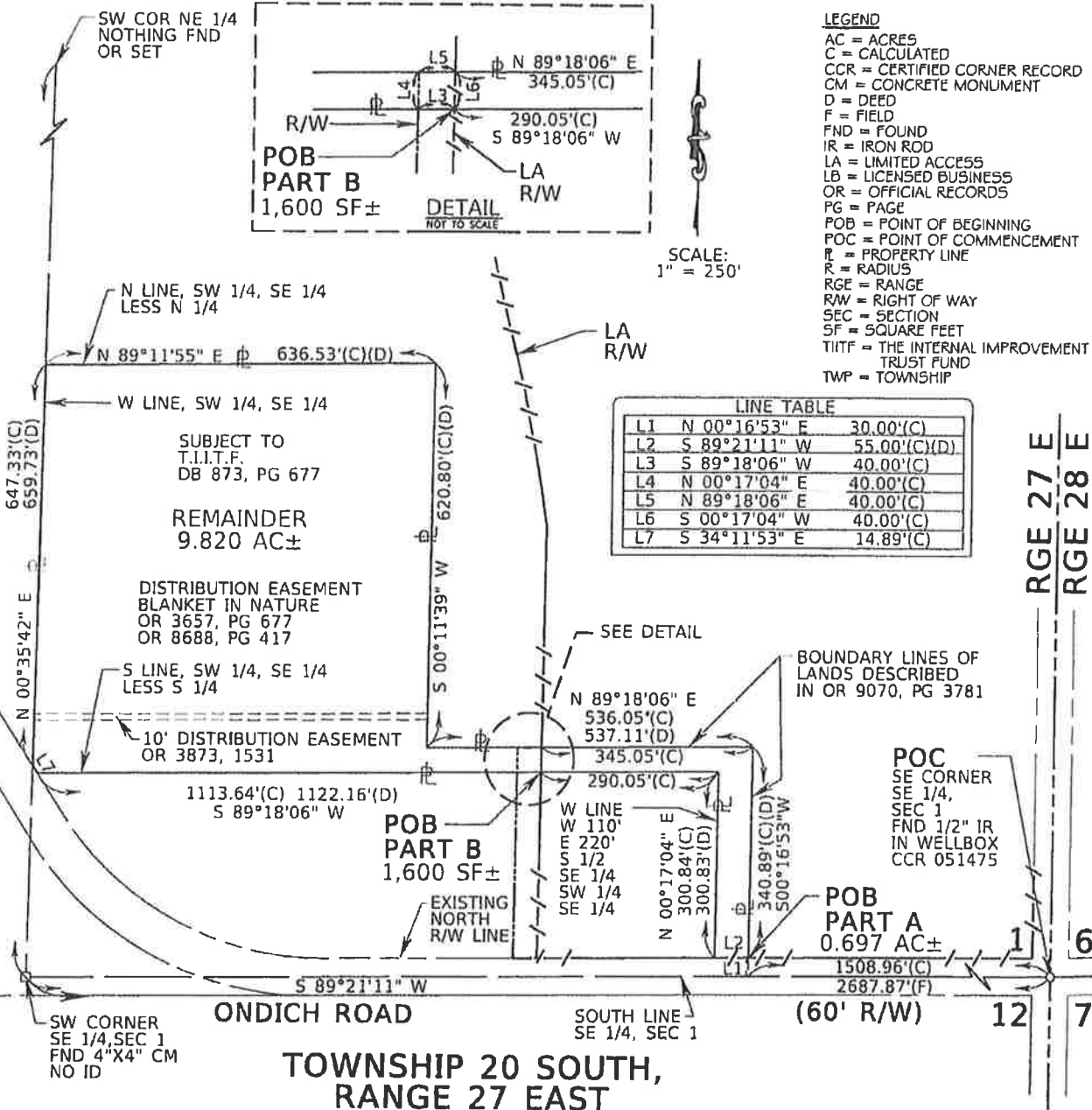
I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


RUSSELL J. MARKS, PSM NO. 5623 _____ 2/12/2014 _____
DATE
NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 2/11/14	 URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:		Parcel 252 Part B
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

SKETCH OF DESCRIPTION

PARCEL: 252
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 & RIGHT OF WAY
 ESTATE: FEE SIMPLE



- LEGEND**
- AC = ACRES
 - C = CALCULATED
 - CCR = CERTIFIED CORNER RECORD
 - CM = CONCRETE MONUMENT
 - D = DEED
 - F = FIELD
 - FND = FOUND
 - IR = IRON ROD
 - LA = LIMITED ACCESS
 - LB = LICENSED BUSINESS
 - OR = OFFICIAL RECORDS
 - PG = PAGE
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - PL = PROPERTY LINE
 - R = RADIUS
 - RGE = RANGE
 - R/W = RIGHT OF WAY
 - SEC = SECTION
 - SF = SQUARE FEET
 - TITF = THE INTERNAL IMPROVEMENT TRUST FUND
 - TWP = TOWNSHIP

LINE TABLE

L1	N 00°16'53" E	30.00'(C)
L2	S 89°21'11" W	55.00'(C)(D)
L3	S 89°18'06" W	40.00'(C)
L4	N 00°17'04" E	40.00'(C)
L5	N 89°18'06" E	40.00'(C)
L6	S 00°17'04" W	40.00'(C)
L7	S 34°11'53" E	14.89'(C)

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED MARCH 25, 2013, FILE NO. 2037-2934327 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 2/11/14	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:		Parcel 252 Part B
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 258

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WEST RIGHT OF WAY LINE, A DISTANCE OF 136.07 FEET; THENCE NORTH 89°19'38" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 136.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,443 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 258**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

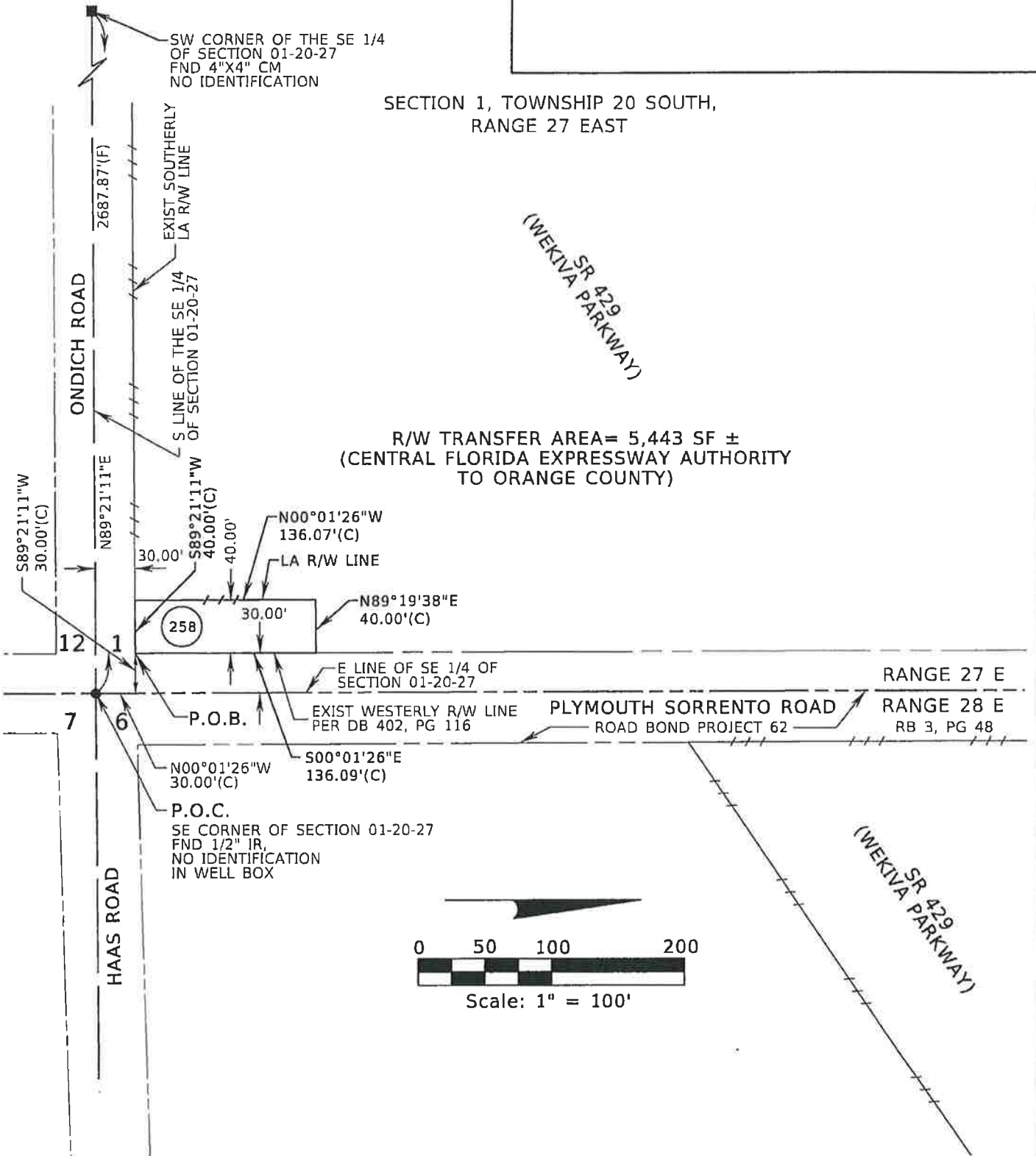
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

SR 429
(WEKIVA PARKWAY)

R/W TRANSFER AREA = 5,443 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 258

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RB	= ROAD BOOK
ID	= IDENTIFICATION	RT	= RIGHT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	SF	= SQUARE FEET
IRC	= IRON ROD AND CAP	SR	= STATE ROAD
		STA	= STATION


GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°01'26" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

 8-12-2021
H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 258**

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 259

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°01'26" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 136.09 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°19'38" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.07 FEET; THENCE NORTH 89°18'06" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,643 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 259**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

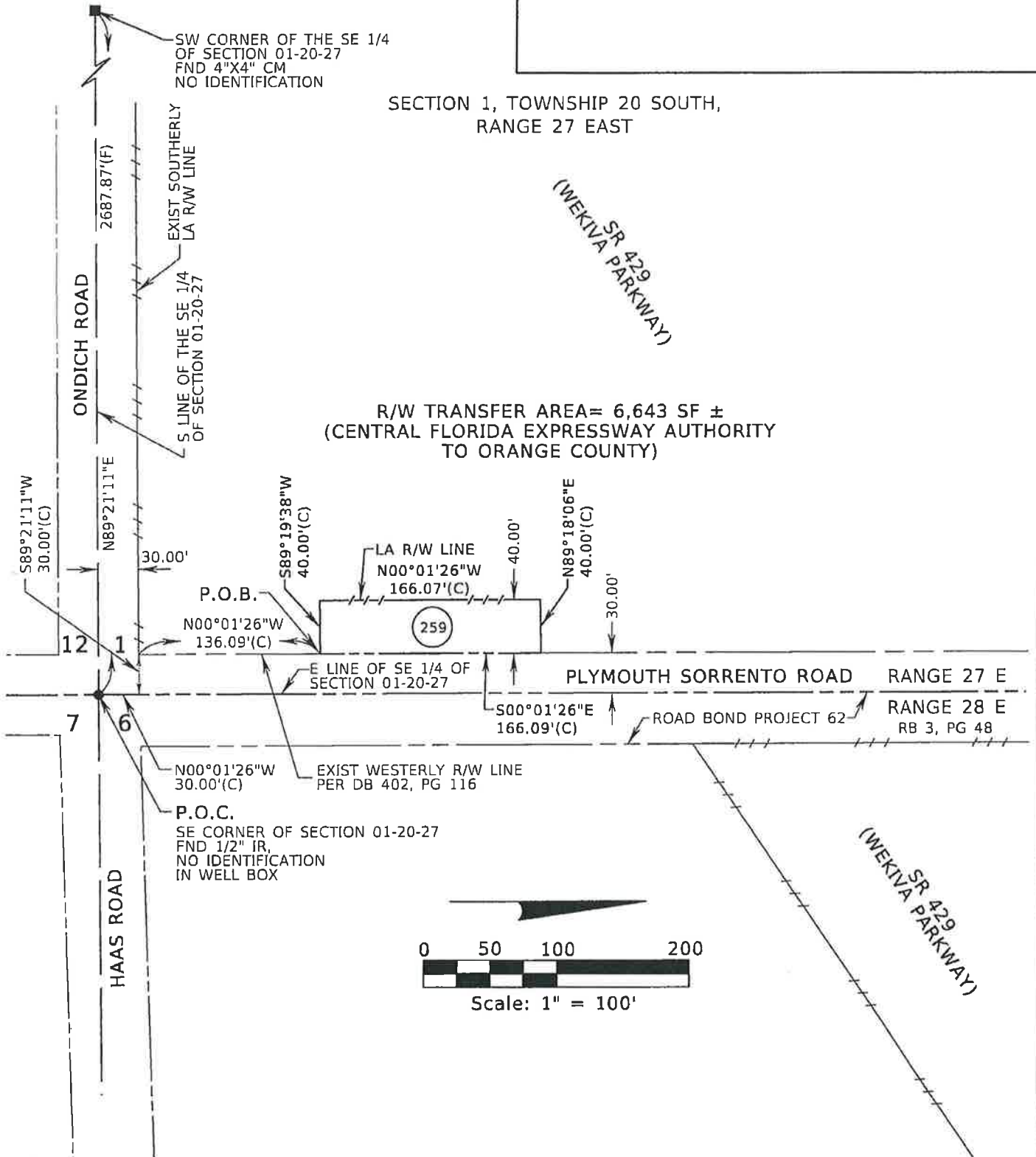
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

(WEKIVA PARKWAY)
SR 429

R/W TRANSFER AREA = 6,643 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)



(WEKIVA PARKWAY)
SR 429

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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 259

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RB	= ROAD BOOK
ID	= IDENTIFICATION	RT	= RIGHT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	SF	= SQUARE FEET
IRC	= IRON ROD AND CAP	SR	= STATE ROAD
		STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°01'26" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


H. Paul deVivero, Professional Land Surveyor No. 4990 8-12-2021 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 259**

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 260

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°01'26" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 302.18 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°18'06" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.07 FEET; THENCE NORTH 89°16'33" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,643 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 260



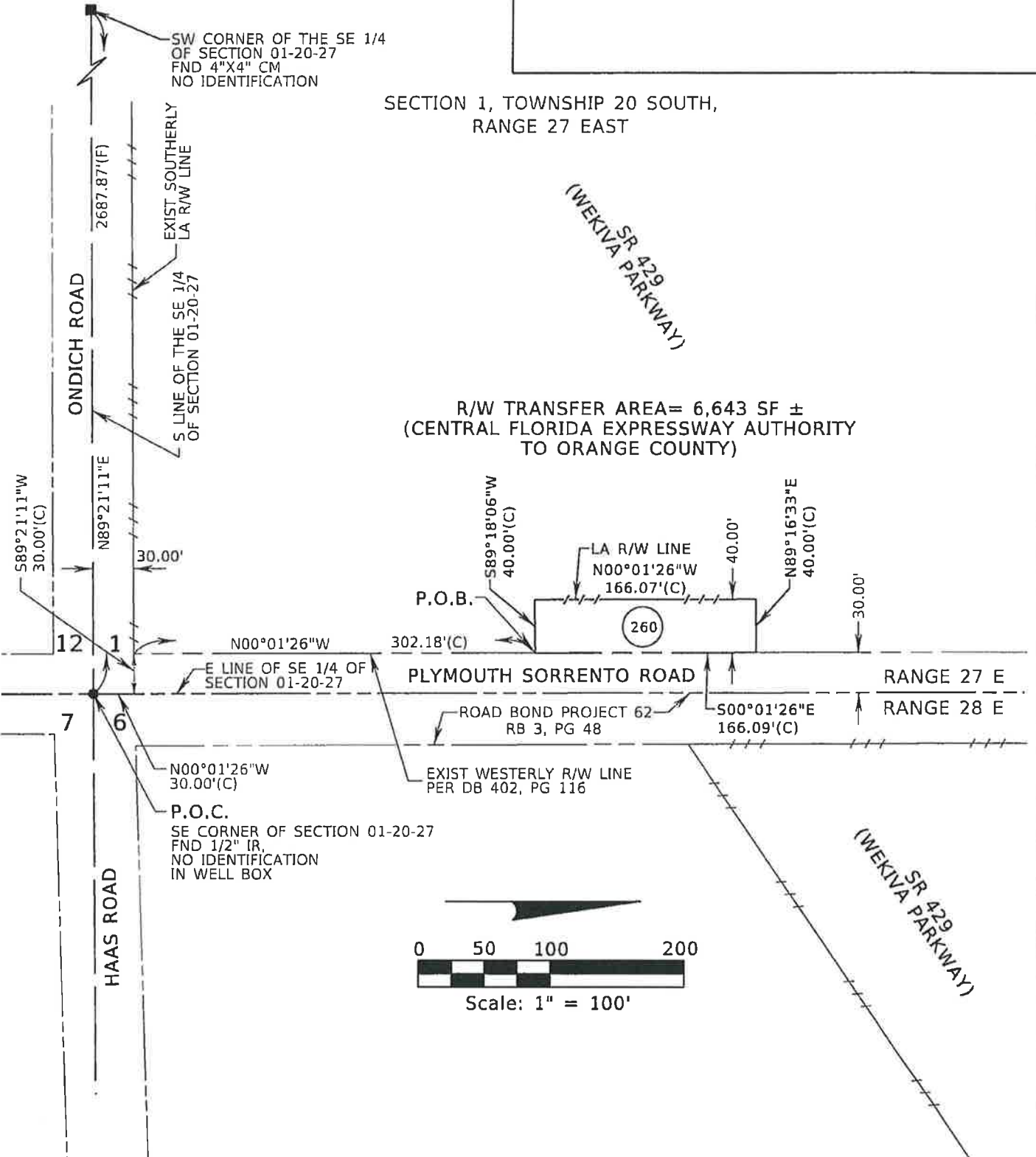
GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

(WEKIVA PARKWAY)
SR 429

R/W TRANSFER AREA = 6,643 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 260

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
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3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
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[Signature] 8-12-2021
H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 260

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 261

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°01'26" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 468.27 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°16'33" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.08 FEET; THENCE NORTH 89°15'01" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,644 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 261



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

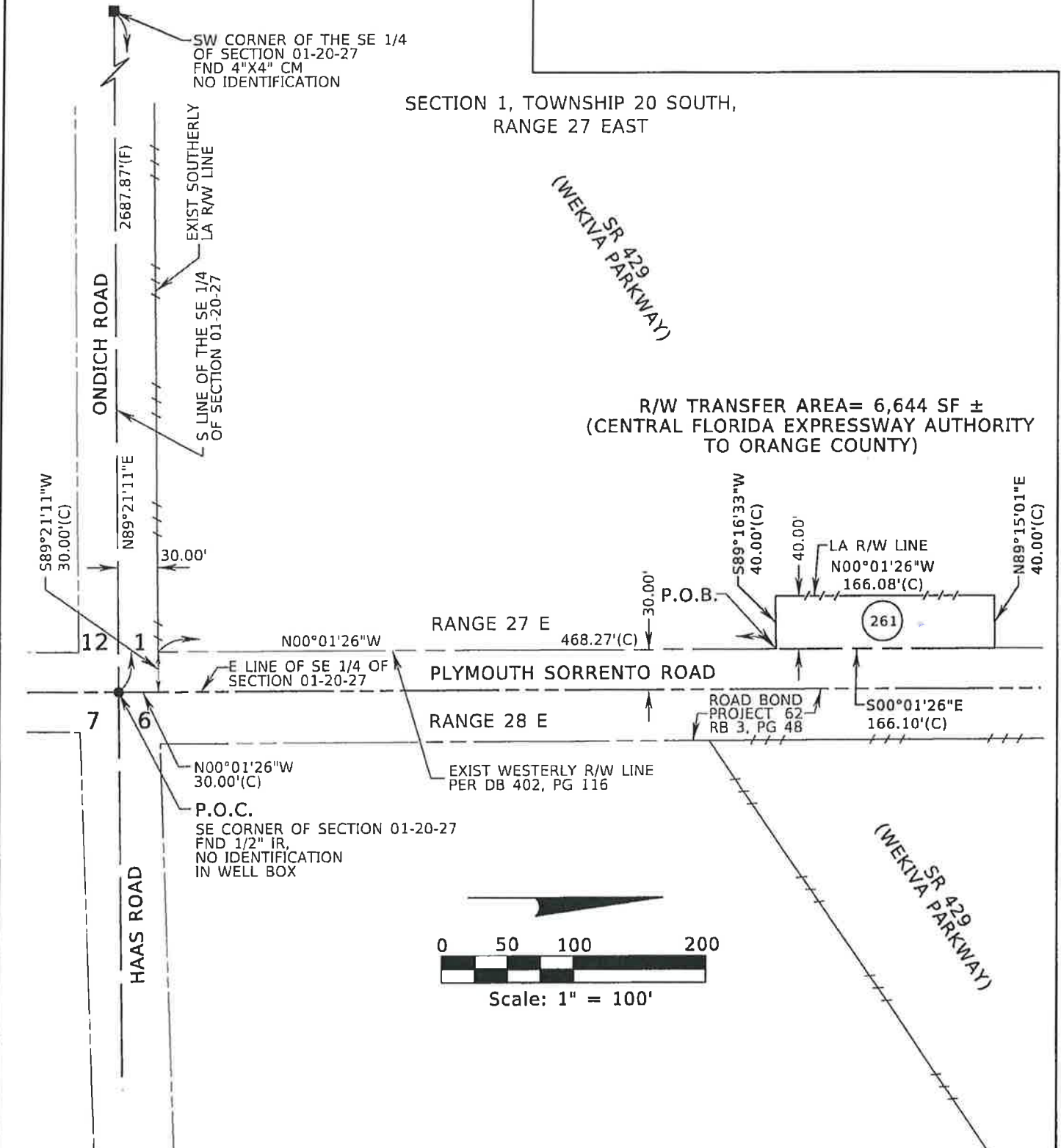
SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION




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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 261

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

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GENERAL NOTES:

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3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature]
M. Paul daVivero, Professional Land Surveyor No. 4990

8-12-2021

DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 261**



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 262

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 664.42 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'01" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°15'01" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 326.41 FEET; THENCE NORTH 89°08'49" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 326.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,058 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 262**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

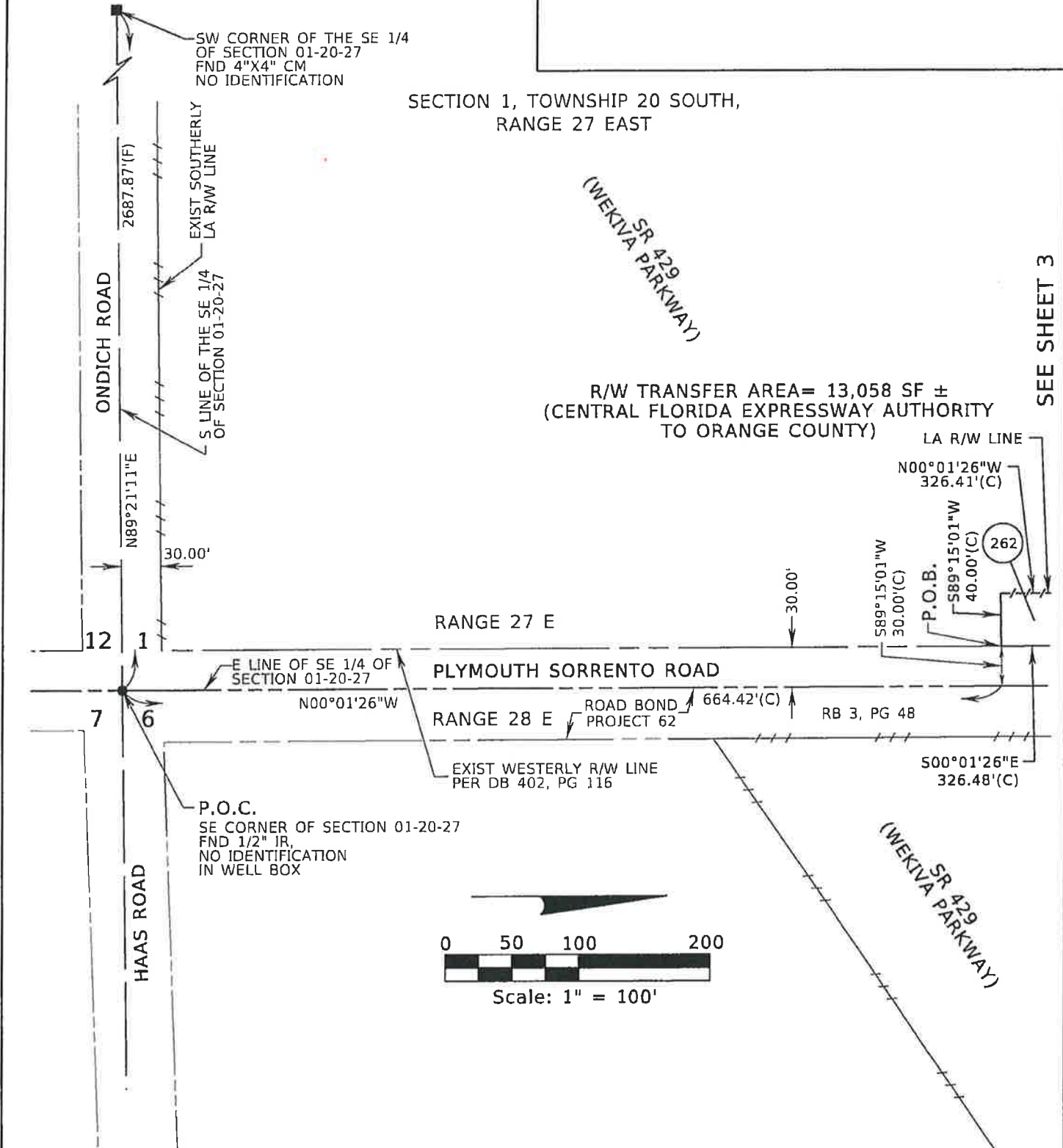
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST



SEE SHEET 3

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 262



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2403
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

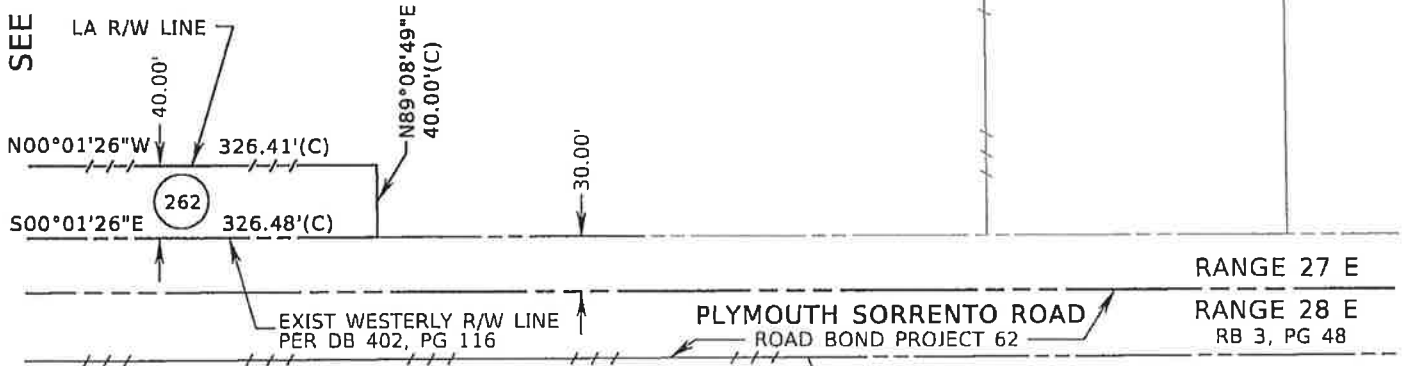
(WEKIVA PARKWAY)
SR 429

EXIST NORTHERLY
LA R/W LINE

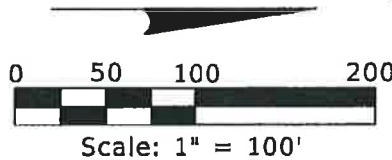
NOT PLATTED

R/W TRANSFER AREA = 13,058 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

SEE SHEET 2



(WEKIVA PARKWAY)
SR 429



NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

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DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 262



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SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

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[Signature] 8-12-2021
H. Paul deVivado, Professional Land Surveyor No. 4990 DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 262**



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 264

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 1010.96 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°08'49" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°08'49" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 213.00 FEET; THENCE NORTH 89°08'49" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 213.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,520 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 264**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

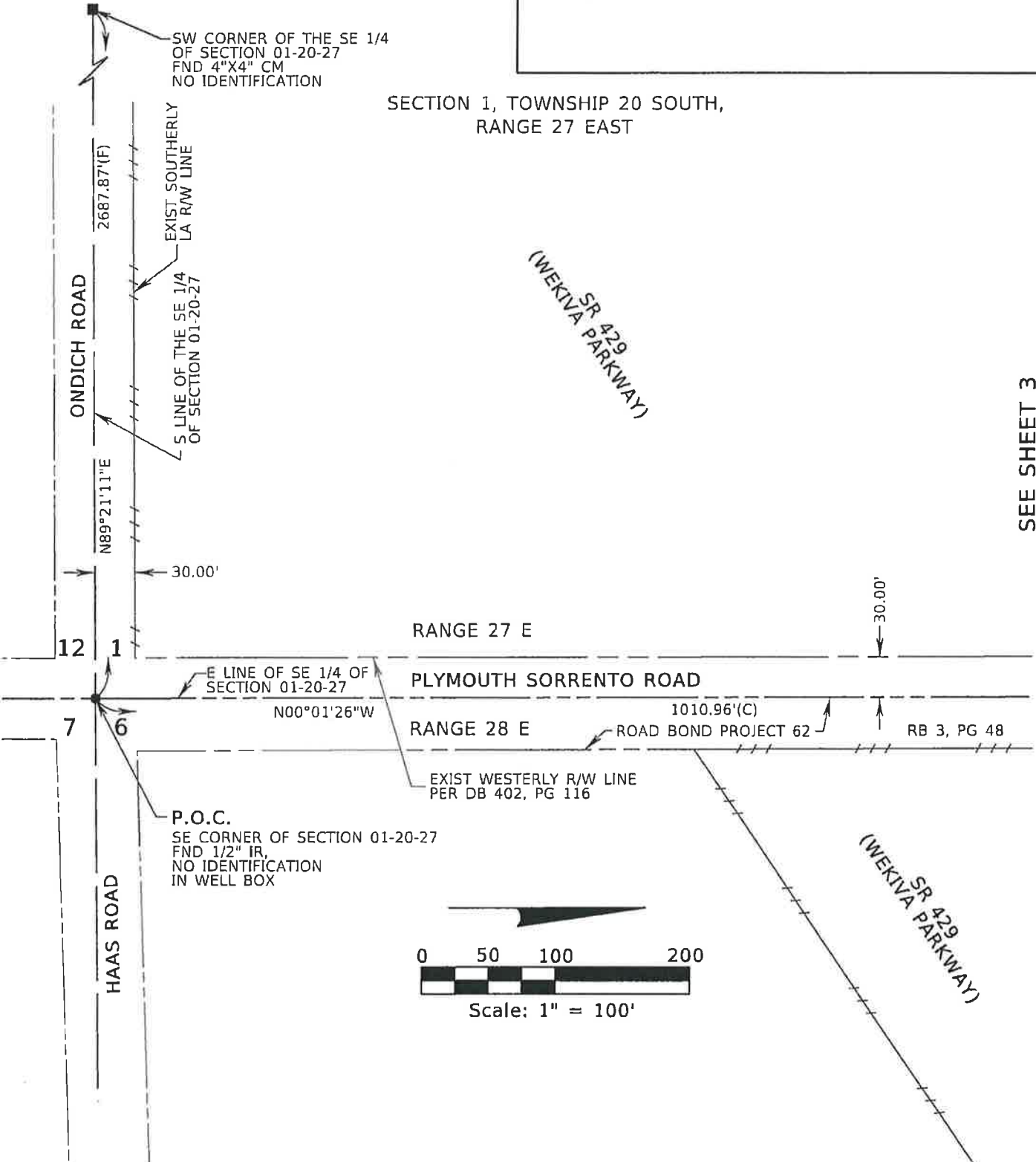
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

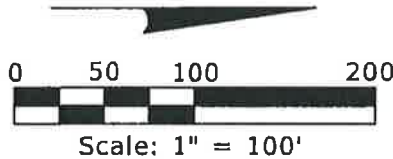
SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST



SEE SHEET 3

P.O.C.
SE CORNER OF SECTION 01-20-27
FND 1/2" IR,
NO IDENTIFICATION
IN WELL BOX



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 264



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

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

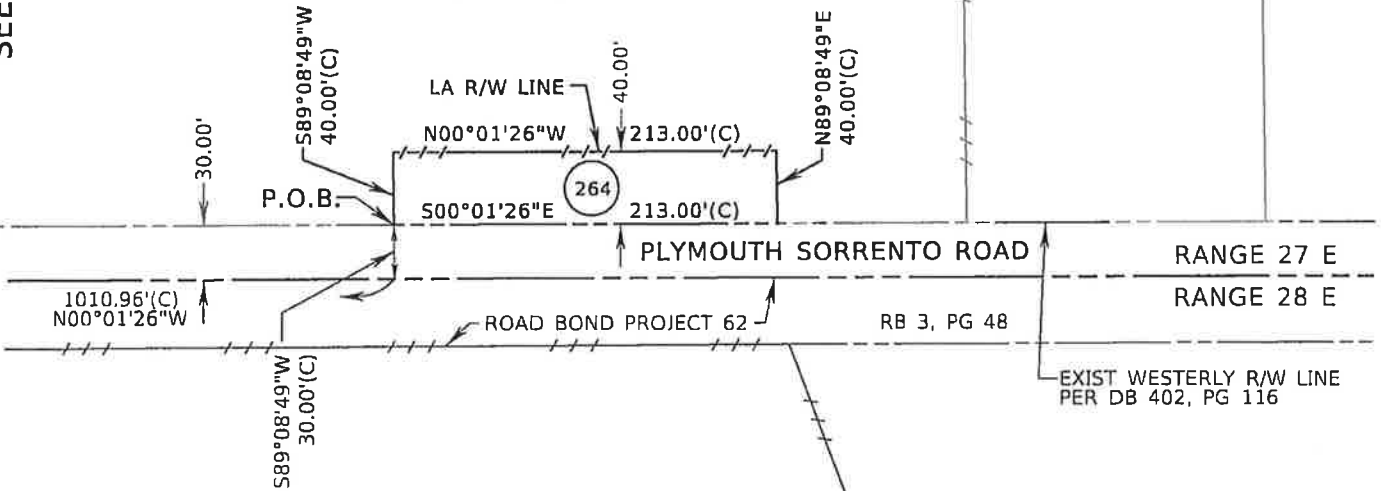
(WEKIVA PARKWAY)
SR 429

EXIST NORTHERLY
LA R/W LINE

NOT PLATTED

R/W TRANSFER AREA = 8,520 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

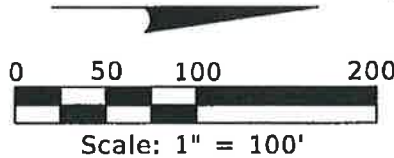
SEE SHEET 2



RANGE 27 E
RANGE 28 E

EXIST WESTERLY R/W LINE
PER DB 402, PG 116

(WEKIVA PARKWAY)
SR 429



NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 264



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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS



(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RB	= ROAD BOOK
ID	= IDENTIFICATION	RT	= RIGHT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	SF	= SQUARE FEET
IRC	= IRON ROD AND CAP	SR	= STATE ROAD
		STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°01'26" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

			<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p>  <p>8-12-2021</p>
REVISION	BY	DATE	
<p>FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY</p> <p>DATE: <u>OCTOBER 29, 2020</u></p> <p>PROJECT NO.: <u>D08-01</u></p> <p>DRAWN: <u>RTS</u> CHECKED: <u>RJH</u></p>	<p>STATE ROAD 429</p> <p>CFX PROJECT NO. 429-204</p> <p>PARCEL 264</p>		 <p>GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556</p>

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 265

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 1010.96 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°08'49" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°01'26" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 213.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°08'49" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 104.89 FEET; THENCE NORTH 89°08'49" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 104.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,196 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 265**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

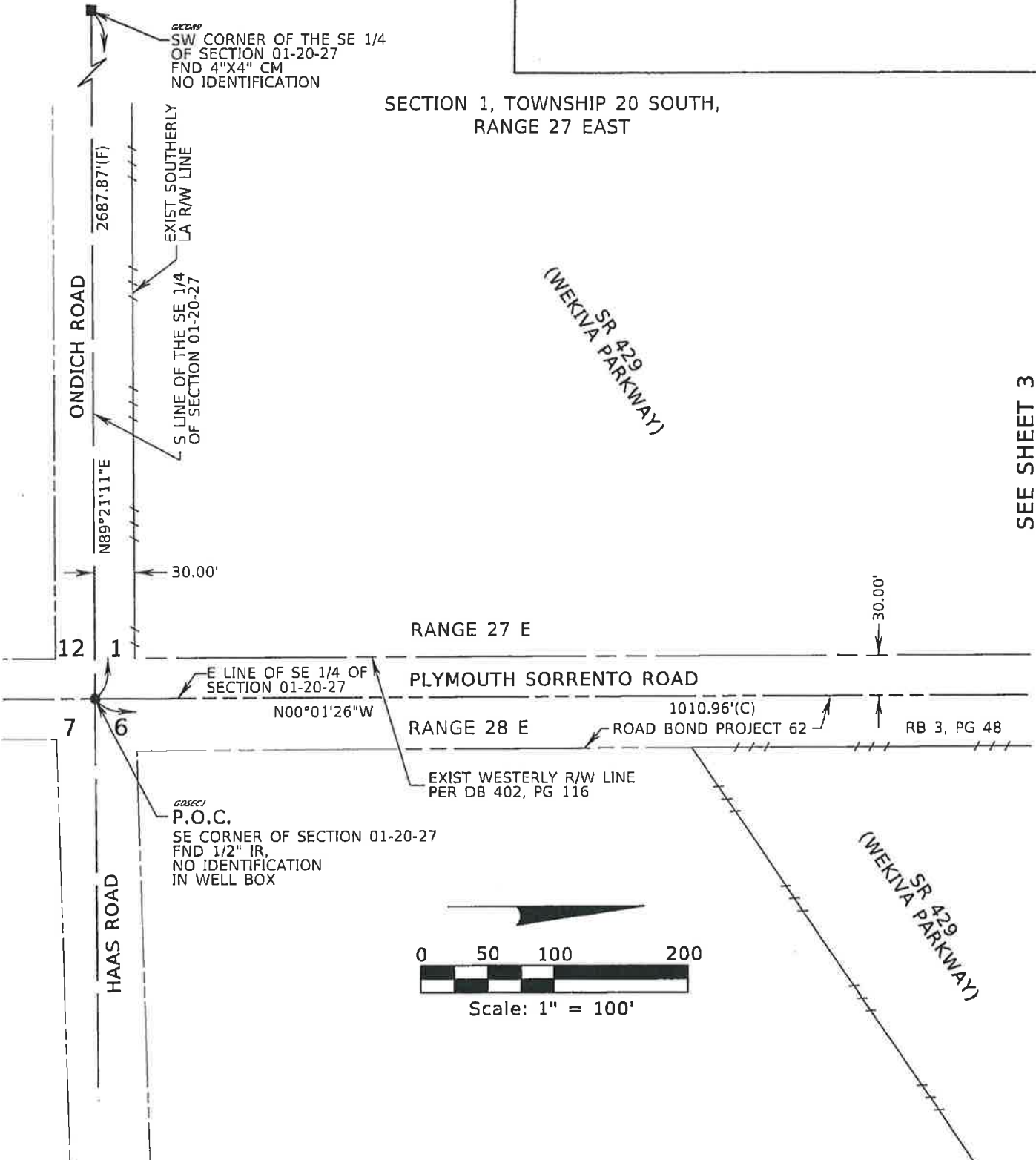
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST



SEE SHEET 3

RANGE 27 E

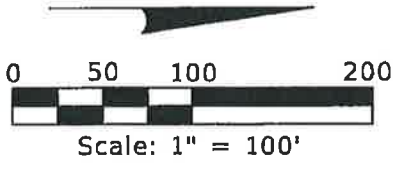
PLYMOUTH SORRENTO ROAD

RANGE 28 E

ROAD BOND PROJECT 62

RB 3, PG 48

P.O.C.
SE CORNER OF SECTION 01-20-27
FND 1/2" IR.
NO IDENTIFICATION
IN WELL BOX



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 265

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

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

(WEKIVA PARKWAY)
SR 429

R/W TRANSFER AREA = 4,196 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

NOT PLATTED

SEE SHEET 2

LA R/W LINE

EXIST NORTHERLY
LA R/W LINE

S89°08'49"W
40.00'(C)

N00°01'26"W
104.89'(C)

N89°08'49"E
40.00'(C)

P.O.B.

DB 402,
PG 134

30.00'

PLYMOUTH SORRENTO ROAD

RANGE 27 E

RANGE 28 E

1010.96'(C)
N00°01'26"W

ROAD BOND PROJECT 62

S00°01'26"E
104.89'(C)

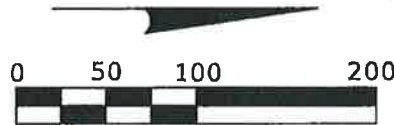
RB 3, PG 48

EXIST WESTERLY
R/W LINE PER
DB 402, PG 116

S89°08'49"W
30.00'(C)

EXIST WESTERLY R/W LINE
PER DB 402, PG 134

(WEKIVA PARKWAY)
SR 429



Scale: 1" = 100'

NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 265



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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
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FND	= FOUND	RB	= ROAD BOOK
ID	= IDENTIFICATION	RT	= RIGHT
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GENERAL NOTES:

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2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°01'26" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.



8-12-2021

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 265**



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 266

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 990.96 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°08'49" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°08'49" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°08'49" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 800 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 266



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

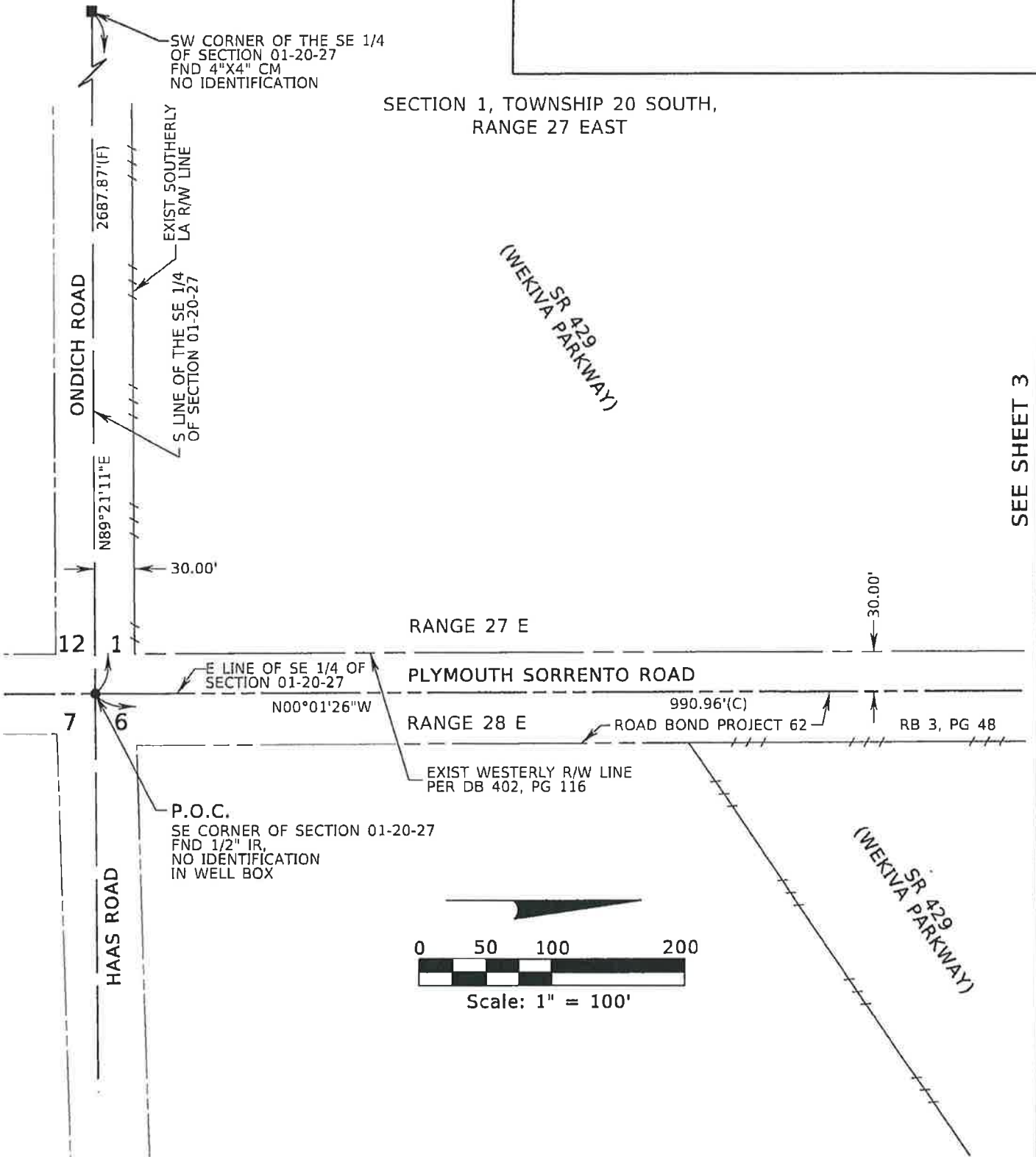
SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SEE SHEET 3

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 266

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

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

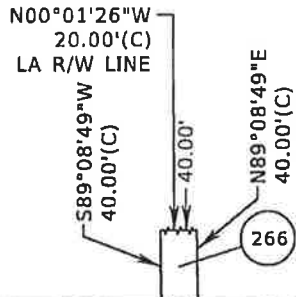
SR 429
(WEKIVA PARKWAY)

R/W TRANSFER AREA = 800 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

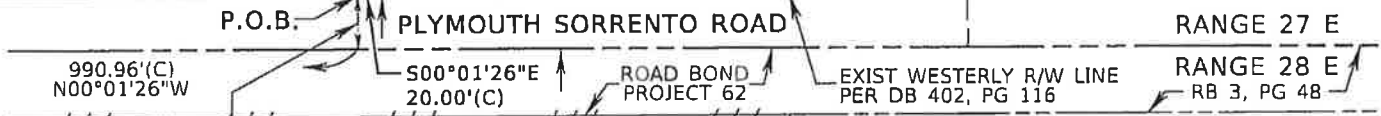
EXIST NORTHERLY
LA R/W LINE

NOT PLATTED

SEE SHEET 2



EXIST WESTERLY R/W LINE
PER DB 402, PG 134



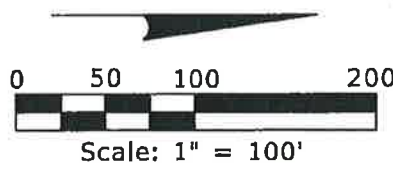
RANGE 27 E

RANGE 28 E
RB 3, PG 48

EXIST WESTERLY R/W LINE
PER DB 402, PG 116

ROAD BOND
PROJECT 62

SR 429
(WEKIVA PARKWAY)



NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 266



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

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IRC	= IRON ROD AND CAP	SR	= STATE ROAD
		STA	= STATION

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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature]

8-12-2021

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 266**



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 275

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELL BOX WITH NO IDENTIFICATION; THENCE NORTH 87°59'58" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 39.20 FEET TO THE INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EXISTING EAST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°06'57" WEST ALONG SAID SOUTHERLY PROLONGATION LINE AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 445.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°06'57" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 783.53 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 69°21'50"EAST, A DISTANCE OF 2.98 FEET; THENCE SOUTH 00°01'26"EAST, A DISTANCE OF 783.53 FEET; THENCE SOUTH 55°37'47" WEST, A DISTANCE OF 1.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,694 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF EAST LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 275**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

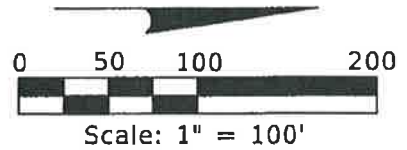
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SW CORNER OF THE SE 1/4
OF SECTION 01-20-27
FND 4"X4" CM
NO IDENTIFICATION



ONDICH ROAD
N89°21'11"E
S LINE OF THE SE 1/4
OF SECTION 01-20-27

(WEKIVA PARKWAY)
SR 429

P.O.C.
SW CORNER OF
SECTION 06-20-28
FND 1/2" IR,
NO IDENTIFICATION
IN WELL BOX

R/W TRANSFER AREA = 1,694 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

12

1

W LINE OF SW 1/4 OF
SECTION 6-20-28

DB 402, PG 116

RANGE 27 E

7

6

N00°06'57"W

EXIST EAST
R/W LINE

445.23'(C)

PLYMOUTH SORRENTO ROAD

RANGE 28 E

N00°06'57"W

783.53'(C)

ROAD BOND
PROJECT 62
RB 3, PG 48

R/W
PROLONGATION

15' FPL TEMPORARY
CLEARING & DANGER
TREE REMOVAL
EASEMENT
(PARCEL 4C)
ORB 3958, PG 4533

P.O.B.
10' PERMANENT
R/W EASEMENT
(PARCEL 4A & 4B)
ORB 3958, PG 4533

S00°01'26"E

1.86'(C)

555.37147"W

1.86'(C)

783.53'(C)

SEE DETAIL "A"

BLANKET EASEMENT:
14' FPC EASEMENT
ORB 1857, PG 1004

HAAS ROAD
N87°59'58"E
39.20'(C)

S LINE OF THE SW 1/4
OF SECTION 06-20-28
EXIST NORTH R/W LINE
PER ORB 1834, PG 8

DETAIL "A"
NOT TO SCALE

N00°06'57"W

445.23'(C)

EXIST EAST
R/W LINE

N00°06'57"W

783.53'(C)

LA R/W LINE

S00°01'26"E

783.53'(C)

EXIST SOUTHERLY
LA R/W LINE

BLANKET EASEMENT:
14' FPC EASEMENT
ORB 1857, PG 1004

275

(WEKIVA PARKWAY)
SR 429
EXIST SOUTHERLY
LA R/W LINE

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SECTION 6, TOWNSHIP 20 SOUTH,
RANGE 28 EAST

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

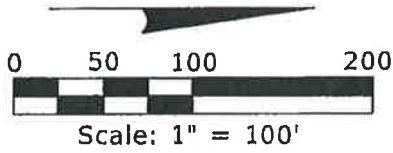
STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 275



GEODATA CONSULTANTS, INC.
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LAND SURVEYOR BUSINESS LICENSE NO. 6556

SEE SHEET 3

SKETCH OF DESCRIPTION

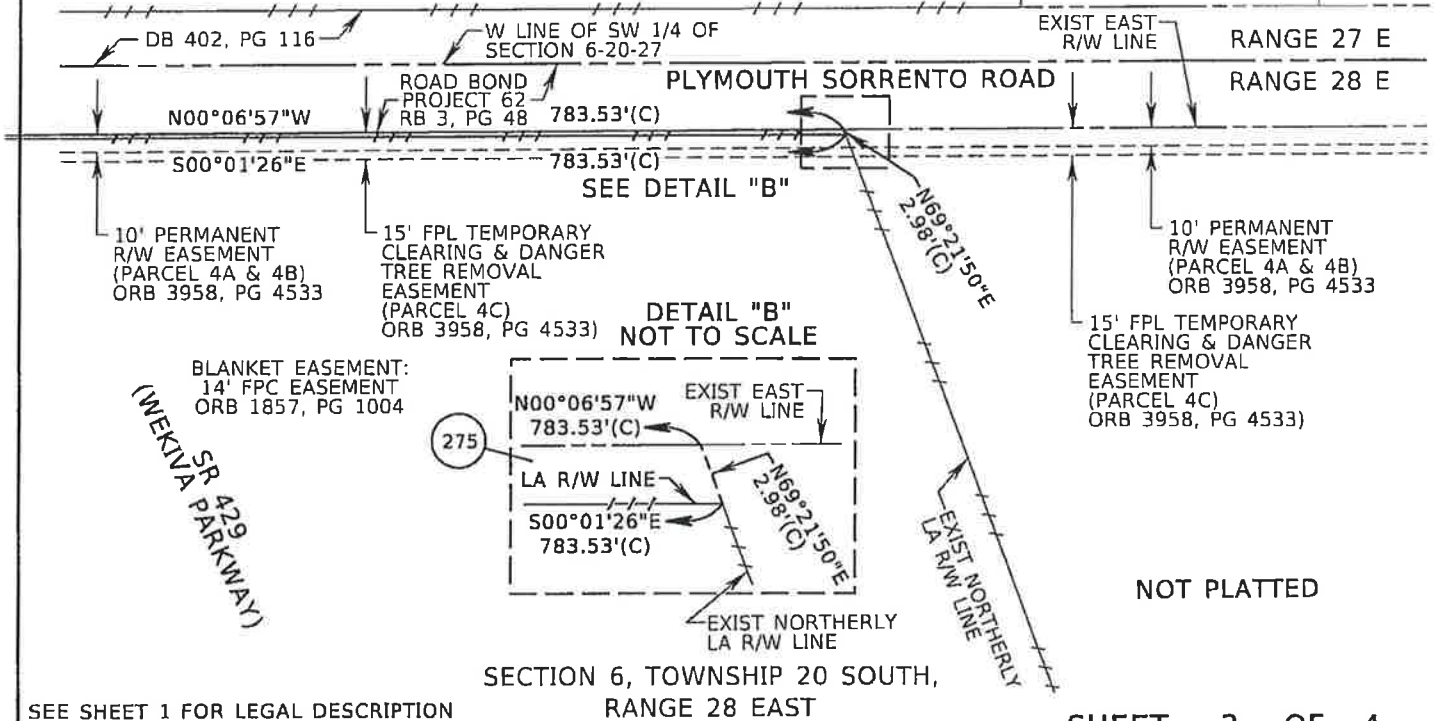


SEE SHEET 2

(WEKIVA PARKWAY)
SR 429

NOT PLATTED

R/W TRANSFER AREA = 1,694 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)



NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 275



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS



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

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 87°59'58" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

			<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p>	
				
			<p>H. Paul deVivero, Professional Land Surveyor No. 4990</p>	
			<p>8-12-2021</p>	
			<p>DATE</p>	
REVISION	BY	DATE		
<p>FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY</p> <p>DATE: <u>OCTOBER 29, 2020</u></p> <p>PROJECT NO.: <u>D08-01</u></p> <p>DRAWN: <u>RTS</u> CHECKED: <u>RJH</u></p>			<p>STATE ROAD 429</p> <p>CFX PROJECT NO. 429-204</p> <p>PARCEL 275</p>	
			 <p>GEODATA CONSULTANTS, INC.</p> <p>SURVEYING & MAPPING</p> <p>1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746</p> <p>VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556</p>	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205
COUNTY ROAD 435 (MT PLYMOUTH ROAD)
PORTION OF PARCEL 291 - EAST

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 4"X4" CONCRETE MONUMENT WITH 3/8" IRON PIPE (OUTSIDE DIAMETER) WITH NO IDENTIFICATION, AS SHOWN ON CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD NUMBER 429, PROJECT NUMBER 429-205; THENCE SOUTH 88°13'13" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 418.03 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 22°54'03" EAST, A DISTANCE OF 109.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 3530.00 FEET, A CHORD BEARING OF SOUTH 17°02'00" EAST AND A CHORD DISTANCE OF 723.40 FEET; THENCE RUN SOUTHERLY 724.67 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°45'44" TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3999.72 FEET, A CHORD BEARING OF SOUTH 59°01'08" WEST AND A CHORD DISTANCE OF 28.37 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 58°48'56" WEST, RUN SOUTHWESTERLY 28.37 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°24'23" TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 435 (MT PLYMOUTH ROAD), SAID POINT BEING ON A NON TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1499.36 FEET, A CHORD BEARING OF NORTH 15°47'48" WEST AND A CHORD DISTANCE OF 388.44 FEET; THENCE THE FOLLOWING THREE COURSES ALONG SAID RIGHT OF WAY LINE; THENCE DEPARTING SAID CURVE, FROM A TANGENT BEARING OF NORTH 08°21'14" WEST, RUN NORTHERLY 389.53 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°53'08" TO THE POINT OF TANGENCY; THENCE NORTH 23°14'22" WEST, A DISTANCE OF 338.23 FEET; THENCE NORTH 22°54'03" WEST, A DISTANCE OF 328.27 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3669.72 FEET, A CHORD BEARING OF NORTH 67°36'46" EAST AND A CHORD DISTANCE OF 56.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, FROM A TANGENT BEARING OF NORTH 68°03'00" EAST, RUN NORTHEASTERLY 56.00 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°52'28"; THENCE DEPARTING SAID CURVE, RUN SOUTH 22°54'03" EAST, A DISTANCE OF 218.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.051 ACRES, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF EASTERLY LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL 291**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

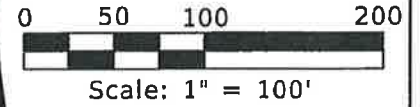
VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

NE CORNER OF THE SW 1/4 OF SECTION 5-20-28
 FND 1/2" IR NO ID
 FND 3.5" AXLE NO ID
 0.03'S, 5.07"W(F)
 (LOCALLY ACCEPTED CORNER AS SHOWN PER PB B, PAGE 27)
 FND 1 1/2" IP NO ID
 0.43'N, 5.15'W(F)

TOWNSHIP 20 SOUTH,
 RANGE 28 EAST



NOT PLATTED

LOT 18

CITY OF APOPKA

(WEKIVA SR 429 PARKWAY)

SECTION 5

2819.72'(F)

R/W TRANSFER AREA
 = 1.051 ACRES ±
 (CENTRAL FLORIDA EXPRESSWAY AUTHORITY TO ORANGE COUNTY)

LOT 19

CR 435
 (MT PLYMOUTH RD)

N.T.
 TB=N68°03'00"E

ORB 9158,
 PG 119

J.B. BABCOCK'S
 SUBDIVISION
 PLAT BOOK B,
 PAGE 27

SEE SHEET 3

EXIST EASTERLY
 R/W LINE

P.O.B.

291

PC

588°13'13"W

418.03'(C)

LOT 19

SECTION 4

CITY OF APOPKA

(WEKIVA SR 429 PARKWAY)

Δ=11°45'44"(C)
 R=3530.00'(C)
 L=724.67'(C)
 CD=723.40'(C)
 CB=S17°02'00"E

P.O.C.

SE CORNER OF THE
 NE 1/4 OF SECTION 5-20-28
 FND 4"X4" CM
 W/ 3/8" IP (OD) NO ID,
 AS SHOWN ON CENTRAL
 FLORIDA EXPRESSWAY
 AUTHORITY RIGHT OF WAY
 MAP FOR SR NUMBER 429,
 PROJECT NUMBER 429-205
 (CCR 071403)

SEE SHEET 1 FOR LEGAL DESCRIPTION
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
 CFX PROJECT NO. 429-205
 PARCEL 291



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

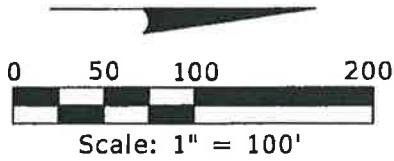
SUITE 2401

LAKE MARY, FLORIDA 32746

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

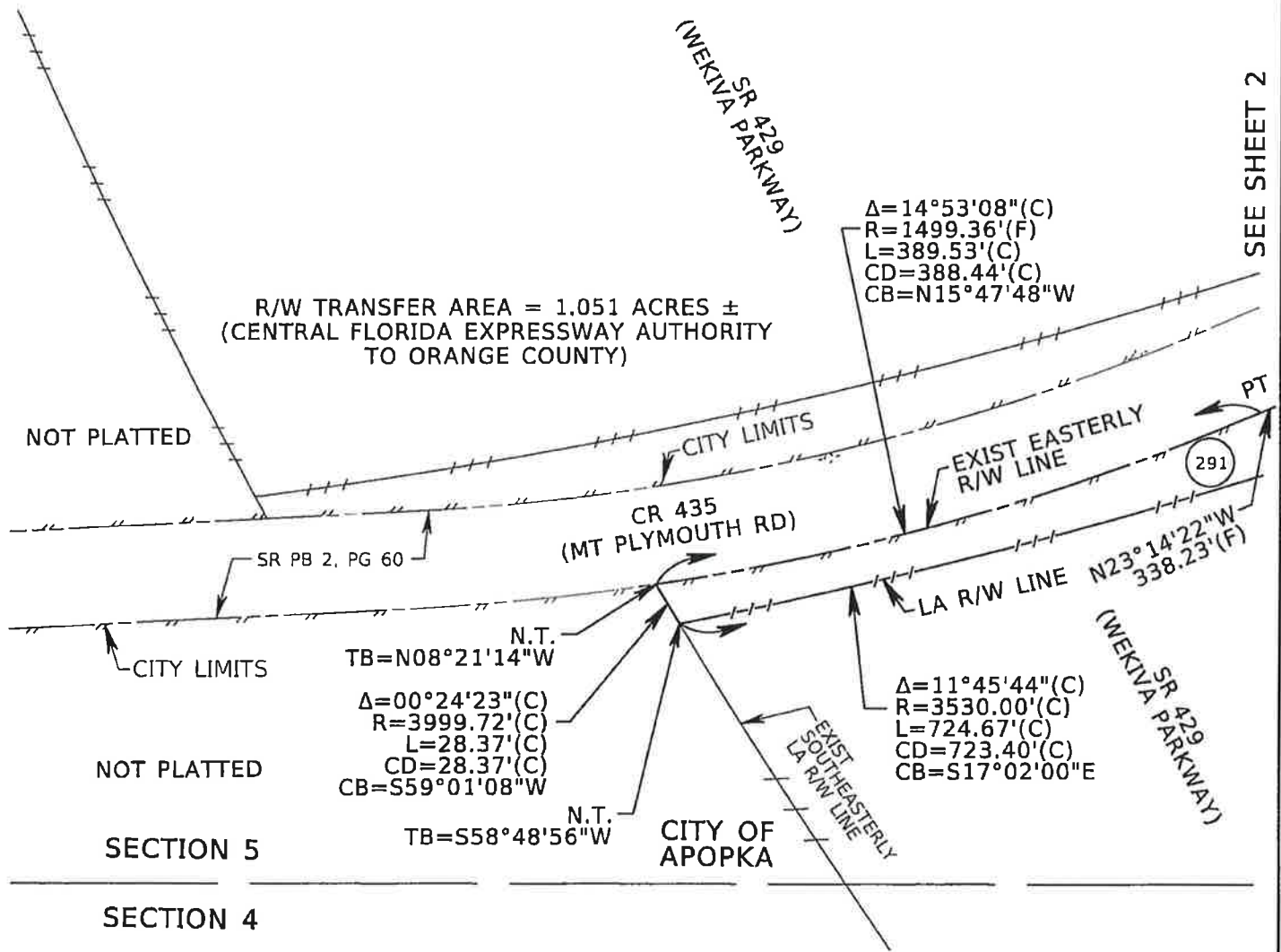
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



TOWNSHIP 20 SOUTH,
RANGE 28 EAST

CITY OF
AOPKA



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL 291



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
CB	= CHORD BEARING	LT	= LEFT
CD	= CHORD DISTANCE	MT	= MOUNT
CR	= COUNTY ROAD	N:	= NORTHING
Δ	= DELTA	NO.	= NUMBER
(D)	= DEED	N.T.	= NON TANGENT
(F)	= FIELD	(OD)	= OUTSIDE DIAMETER
CCR	= CERTIFIED CORNER RECORD	ORB	= OFFICIAL RECORDS BOOK
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ℙ	= PROPERTY LINE
CM	= CONCRETE MONUMENT	PB	= PLAT BOOK
DB	= DEED BOOK	PC	= POINT OF CURVATURE
E:	= EASTING	PG	= PAGE
EXIST	= EXISTING	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
ID	= IDENTIFICATION	PT	= POINT OF TANGENCY
IP	= IRON PIPE	R	= RADIUS
IR	= IRON ROD	RD	= ROAD
IRC	= IRON ROD AND CAP	RT	= RIGHT
L	= LENGTH	R/W	= RIGHT OF WAY
		SR	= STATE ROAD
		STA	= STATION
		TB	= TANGENT BEARING
		W/	= WITH

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 05, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 88°13'13" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature] 8-12-2021
H. Paul deVivo, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL 291

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SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
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LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205
COUNTY ROAD 435 (MT PLYMOUTH ROAD)
PORTION OF PARCEL 291 - WEST

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 4"X4" CONCRETE MONUMENT WITH 3/8" IRON PIPE (OUTSIDE DIAMETER) WITH NO IDENTIFICATION, AS SHOWN ON CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR SR NUMBER 429, PROJECT NUMBER 429-205; THENCE SOUTH 88°13'13" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 542.38 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 435 (MT PLYMOUTH ROAD); THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 22°54'03" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 56.63 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING FOUR COURSES ALONG SAID RIGHT OF WAY LINE; THENCE CONTINUE SOUTH 22°54'03" EAST, A DISTANCE OF 97.40 FEET; THENCE SOUTH 23°14'22" EAST, A DISTANCE OF 338.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1439.36 FEET, A CHORD BEARING OF SOUTH 12°58'20" EAST AND A CHORD DISTANCE OF 513.10 FEET; THENCE RUN SOUTHERLY 515.86 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°32'04" TO THE POINT OF TANGENCY; THENCE SOUTH 02°42'18" EAST, A DISTANCE OF 91.20 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 4189.62 FEET, A CHORD BEARING OF SOUTH 61°30'55" WEST AND A CHORD DISTANCE OF 15.43 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, FROM A TANGENT BEARING OF SOUTH 61°24'35" WEST, RUN SOUTHWESTERLY 15.43 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°12'40" TO A POINT ON A NON TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3410.00 FEET, A CHORD BEARING OF NORTH 14°59'10" WEST AND A CHORD DISTANCE OF 939.11 FEET; THENCE DEPARTING SAID CURVE, FROM A TANGENT BEARING OF NORTH 07°04'17" WEST, RUN NORTHERLY 942.10 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°49'46" TO THE POINT OF TANGENCY; THENCE NORTH 22°54'03" WEST, A DISTANCE OF 97.43 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3815.47 FEET, A CHORD BEARING OF NORTH 56°50'25" EAST AND A CHORD DISTANCE OF 4.06 FEET; THENCE FROM A TANGENT BEARING OF NORTH 56°52'15" EAST, RUN NORTHEASTERLY 4.06 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°03'40" TO THE POINT OF BEGINNING.

CONTAINING 0.502 ACRES, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WESTERLY LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL 291



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

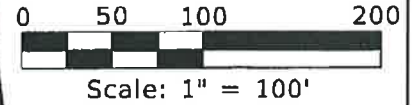
VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

NE CORNER OF THE SW 1/4 OF SECTION 5-20-28
 FND 1/2" IR NO ID
 FND 3.5" AXLE NO ID
 0.03'S, 5.07'W(F)
 (LOCALLY ACCEPTED CORNER AS SHOWN PER PB B, PAGE 27)
 FND 1 1/2" IP NO ID
 0.43'N, 5.15'W(F)

TOWNSHIP 20 SOUTH,
 RANGE 28 EAST



NOT PLATTED

LOT 18

CITY OF APOPKA

(WEKIVA PARKWAY)
 SR 429

EXIST NORTHWESTERLY
 LA R/W LINE

$\Delta = 00^{\circ}03'40''(C)$
 $R = 3815.47'(C)$
 $L = 4.06'(C)$
 $CD = 4.06'(C)$
 $CB = N56^{\circ}50'25''E$

2819.72'(F)

LOT 19

$S22^{\circ}54'03''E$
 56.63'(F)

CR 435
 (MT PLYMOUTH RD)

ORB 9158,
 PG 119

J.B. BABCOCK'S
 SUBDIVISION
 PLAT BOOK B,
 PAGE 27

$\Delta = 15^{\circ}49'46''(C)$
 $R = 3410.00'(C)$
 $L = 942.10'(C)$
 $CD = 939.11'(C)$
 $CB = N14^{\circ}59'10''W$

N.T.
 $TB = N56^{\circ}52'15''E$
 $PT = N22^{\circ}54'03''W$
 97.43'(C)

P.O.B.

$S22^{\circ}54'03''E$
 97.40'(F)

SEE SHEET 3

LA R/W LINE

$S23^{\circ}14'22''E$
 338.41'(F)

EXIST WESTERLY
 R/W LINE

N LINE OF
 SE 1/4
 542.38'(F)

588'13'13''W

(WEKIVA PARKWAY)
 SR 429

SECTION 5

LOT 19

SECTION 5

R/W TRANSFER AREA = 0.502 ACRES ±
 (CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 TO ORANGE COUNTY)

CITY OF APOPKA

P.O.C.
 SE CORNER OF THE
 NE 1/4 OF SECTION 5-20-28
 FND 4"X4" CM
 W/ 3/8" IP (OD) NO ID,
 AS SHOWN ON CENTRAL
 FLORIDA EXPRESSWAY
 AUTHORITY RIGHT OF WAY
 MAP FOR SR NUMBER 429,
 PROJECT NUMBER 429-205
 (CCR 071403)

SECTION 4

SEE SHEET 1 FOR LEGAL DESCRIPTION
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
 CFX PROJECT NO. 429-205
 PARCEL 291



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

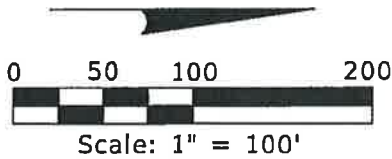
SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



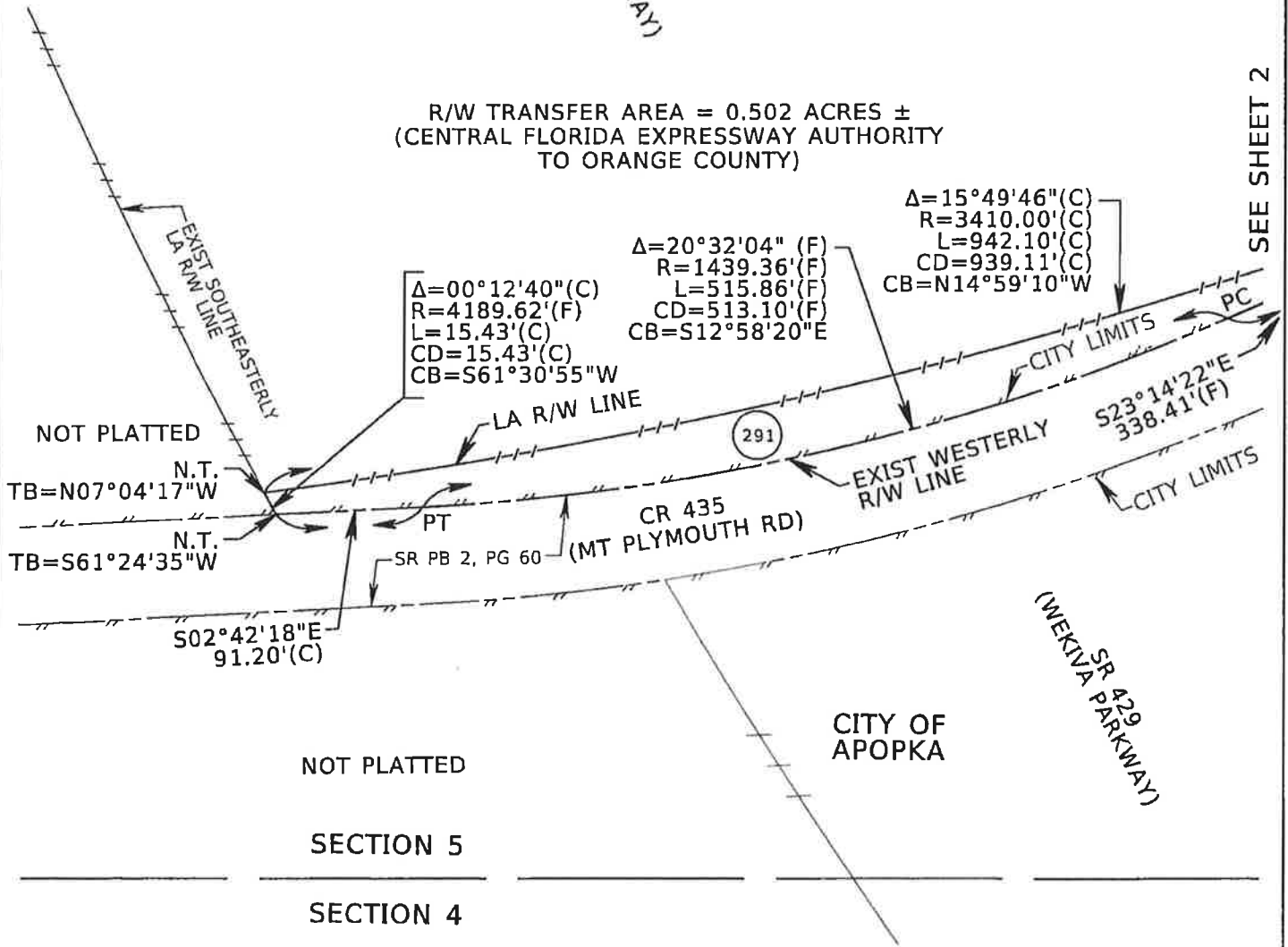
TOWNSHIP 20 SOUTH,
RANGE 28 EAST

(WEKIVA PARKWAY)
SR 429

CITY OF APOPKA

R/W TRANSFER AREA = 0.502 ACRES ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

SEE SHEET 2



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL 291



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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
CB	= CHORD BEARING	LT	= LEFT
CD	= CHORD DISTANCE	MT	= MOUNT
CR	= COUNTY ROAD	N:	= NORTHING
Δ	= DELTA	NO.	= NUMBER
(D)	= DEED	N.T.	= NON TANGENT
(F)	= FIELD	(OD)	= OUTSIDE DIAMETER
CCR	= CERTIFIED CORNER RECORD	ORB	= OFFICIAL RECORDS BOOK
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	PL	= PROPERTY LINE
CM	= CONCRETE MONUMENT	PB	= PLAT BOOK
DB	= DEED BOOK	PC	= POINT OF CURVATURE
E:	= EASTING	PG	= PAGE
EXIST	= EXISTING	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
ID	= IDENTIFICATION	PT	= POINT OF TANGENCY
IP	= IRON PIPE	R	= RADIUS
IR	= IRON ROD	RD	= ROAD
IRC	= IRON ROD AND CAP	RT	= RIGHT
L	= LENGTH	R/W	= RIGHT OF WAY
		SR	= STATE ROAD
		STA	= STATION
		TB	= TANGENT BEARING
		W/	= WITH

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 05, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 88°13'13" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


H. Paul deVivero, Professional Land Surveyor No. 4990
DATE: 8-12-2021

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL 291**



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

EXHIBIT "B"
Deed

Prepared By:
Laura L. Kelly, Esquire
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Reserved for Recording

Project Nos. 429-202, 429-203, 429-204, 429-205
Portions of Parcels 132 Part C, 134 Part C, 156 Partial, 157 Partial, 158 Partial, 169 Part B, 869,
170, 185 Part B, 186 Part B, 188 Part B, 207 Partial, 228, 229, 230, 233, 250 Part B, 252 Part B,
258 Partial, 259 Partial, 260 Partial, 261 Partial, 262 Partial, 264 Partial, 265 Partial, 266 Partial,
275 Partial, and 291 Partial

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules
12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**Grantor**"), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393 ("**Grantee**").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said Grantee, all the right, title, interest, claim, and demand which the Grantor has in and to the following described real property, situate, lying and being in Orange County, Florida, more particularly described as follows ("**Property**"):

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit, and behoove of the Grantee forever.

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

- a) Grantor reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (S.R.) 429 right-of-way property which may otherwise accrue to any portion of the Property abutting said right-of-way. Grantee has no rights of ingress, egress, or access to S.R. 429 from the Property, nor does Grantee have any rights of light, air or view from S.R. 429 associated with the Property. Grantor is not conveying or restoring any other abutters' rights, including, without limitation, any claims for ingress, egress, air, light and view between the Property being conveyed, any abutting property, S.R. 429 and any other remaining property owned by Grantor.
- b) Grantor reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view across the Property, including, without limitation, any air rights reasonably necessary for bridges or infrastructure required for S.R. 429.
- c) By acceptance of this deed, Grantee expressly agrees for itself, and its successors and assigns, to prevent any use of the Property which would interfere with S.R. 429 or otherwise constitute a hazard for S.R. 429 or any related system or structure.
- d) By acceptance of this deed, Grantee acknowledges that portions of the Property were acquired via eminent domain and is subject to Section 73.013, Florida Statutes.
- e) By acceptance of this deed, Grantee expressly agrees to and acknowledges the establishment of the limited access lines more specifically set forth in **Exhibit "B"** attached hereto and incorporated herein by reference.
- f) By acceptance of this deed, Grantee expressly agrees for itself, and its successors and assigns, that in the event the Grantee no longer uses the Property (or any part thereof) for public right-of-way, then all right, title, and interest to the Property that is not used for public right-of-way shall automatically revert back to Grantor, at Grantor's option and at no cost to Grantor. The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.
- g) Easements, covenants, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, provided; however, this reference shall not operate to reimpose the same.

h) Ad valorem real property taxes and assessments, if applicable, for the year 2021 and subsequent years.

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

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its duly authorized representative.

Witnesses:

“GRANTOR”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

By: _____
Buddy Dyer, its Chairman

Print Name: _____

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 _____,
2021 for its exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ___ day of _____, 2021, by Buddy Dyer, as Chairman of the Central Florida Expressway Authority, on behalf of the organization. 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: _____

EXHIBIT "C"
Existing L/A Lines

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429

PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: RELEASE OF LIMITED ACCESS RIGHTS
PONKAN ROAD

A PORTION OF PARCELS 156, 157 AND 158, PROJECT NO. 429-202

LEGAL DESCRIPTION

RELEASE OF ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE WITH NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 937.97 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°15'01" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING FOR LINE A AND LINE B; THENCE NORTH 89°49'04" WEST ALONG SAID NORTH LINE, A DISTANCE OF 410.99 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°14'39" EAST ALONG SAID WEST LINE, A DISTANCE OF 55.00 FEET TO THE POINT OF TERMINUS OF LINE A; THENCE BEGIN AT THE POINT OF BEGINNING FOR LINE A AND LINE B AND RUN NORTH 00°15'01" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF TERMINUS OF LINE B.

RELEASE OF LIMITED ACCESS RIGHTS ALONG LINES WITHOUT AREA.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MAY 29, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202

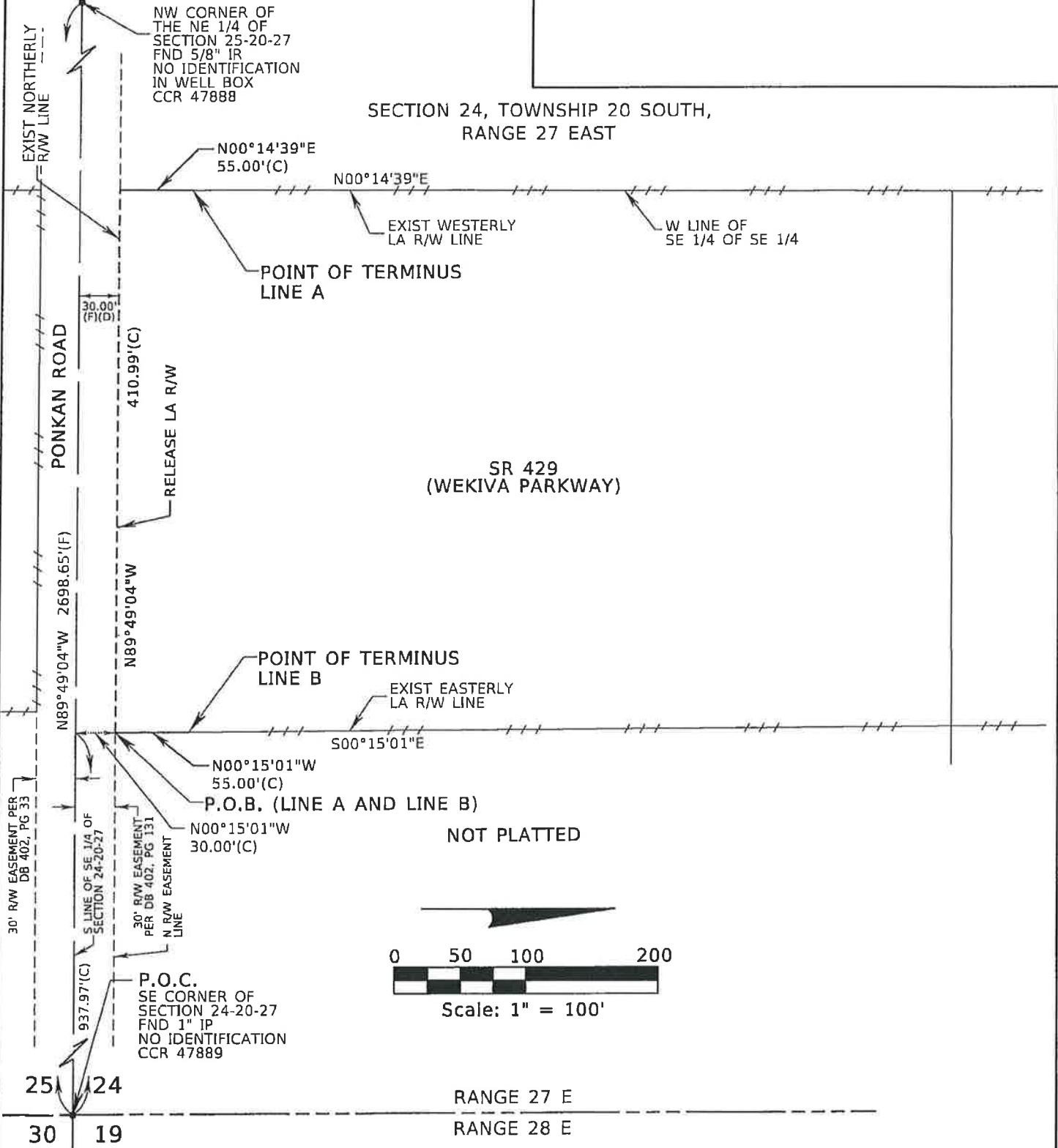


GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746

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

SKETCH OF DESCRIPTION



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MAY 29, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202



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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

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

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 89°49'04" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

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

8-12-2021
DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: MAY 29, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429

PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: RELEASE OF LIMITED ACCESS RIGHTS
PLYMOUTH SORRENTO ROAD

A PORTION OF PARCELS 258-262 AND 264-266, PROJECT NO. 429-204

LEGAL DESCRIPTION

RELEASE OF ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING OF LINE A AND LINE B; THENCE NORTH 00°01'26" WEST ALONG SAID RIGHT OF WAY LINE, 30.00 FEET WEST OF AND PARALLEL TO AFORESAID EAST LINE, A DISTANCE OF 1298.74 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 89°08'49" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF TERMINUS OF LINE A. THENCE BEGIN AT THE POINT OF BEGINNING FOR LINE A AND LINE B AND RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 40.00 FEET TO THE POINT OF TERMINUS OF LINE B.

RELEASE OF LIMITED ACCESS RIGHTS ALONG LINES WITHOUT AREA.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MAY 29, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

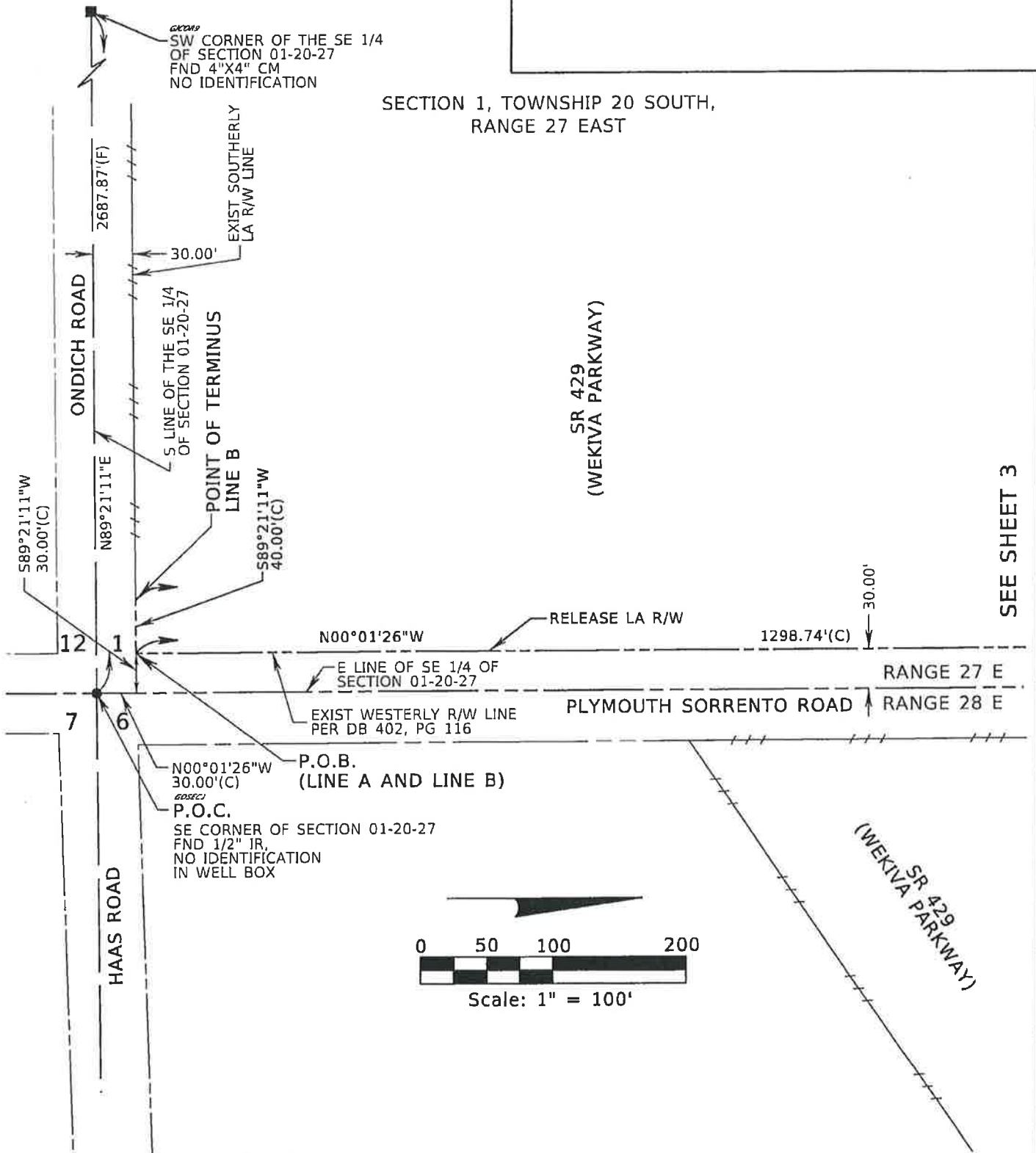
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST



SEE SHEET 3

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MAY 29, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

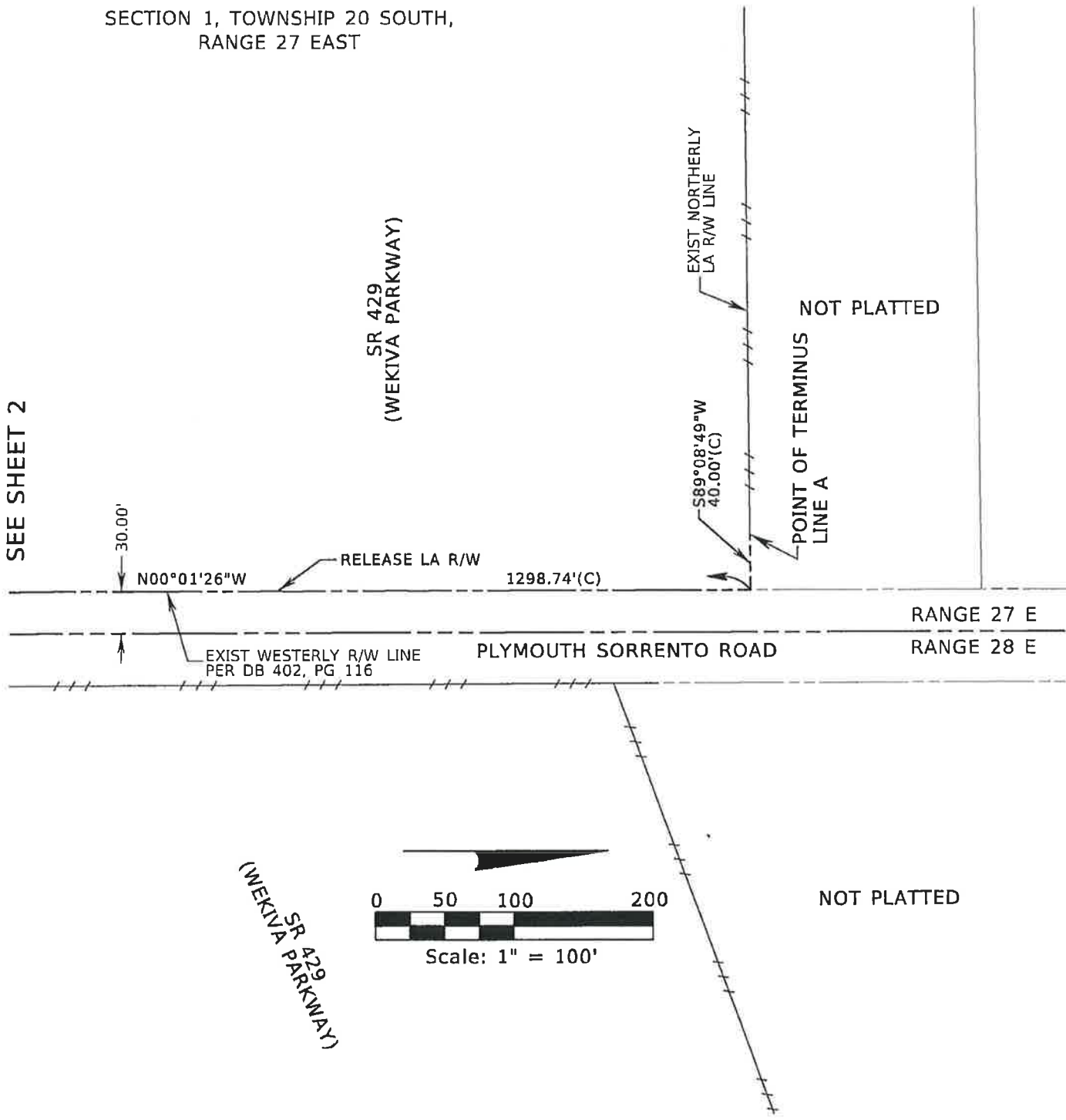
STATE ROAD 429
CFX PROJECT NO. 429-204



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SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST



SEE SHEET 1 FOR LEGAL DESCRIPTION
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SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MAY 29, 2019

PROJECT NO.: D08-01

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SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CCX	= CONCRETE MONUMENT	ORB	= OFFICIAL RECORDS BOOK
	= CENTRAL FLORIDA EXPRESSWAY	PL	= PROPERTY LINE
CM	AUTHORITY	PG	= PAGE
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E:	= EASTING	P.O.C.	= POINT OF COMMENCEMENT
EXIST	= EXISTING	RT	= RIGHT
FND	= FOUND	R/W	= RIGHT OF WAY
ID	= IDENTIFICATION	SQ	= SQUARE
IP	= IRON PIPE	SR	= STATE ROAD
IR	= IRON ROD	STA	= STATION
IRC	= IRON ROD AND CAP		

GENERAL NOTES:

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2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°01'26" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

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SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4


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[Signature] 8-12-2021
H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: MAY 29, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429

PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: RELEASE OF LIMITED ACCESS RIGHTS
PLYMOUTH SORRENTO ROAD

A PORTION OF PARCEL 275, PROJECT NO. 429-204

LEGAL DESCRIPTION

RELEASE OF ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELL BOX WITH NO IDENTIFICATION; THENCE NORTH 87°59'58" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 39.20 FEET TO THE INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EXISTING EAST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°06'57" WEST ALONG SAID SOUTHERLY PROLONGATION LINE AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 445.23 FEET TO THE POINT OF BEGINNING FOR LINE A AND LINE B; THENCE CONTINUE NORTH 00°06'57" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 783.53 FEET; THENCE NORTH 69°21'50" EAST, A DISTANCE OF 2.98 FEET TO THE POINT OF TERMINUS OF LINE A; THENCE BEGIN AT THE POINT OF BEGINNING FOR LINE A AND LINE B AND RUN NORTH 55°37'47" EAST, A DISTANCE OF 1.86 FEET TO THE POINT OF TERMINUS OF LINE B.

RELEASE OF LIMITED ACCESS RIGHTS ALONG LINES WITHOUT AREA.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: JULY 01, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

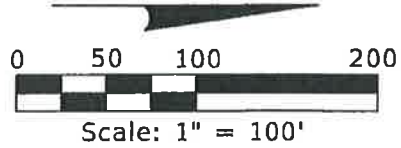
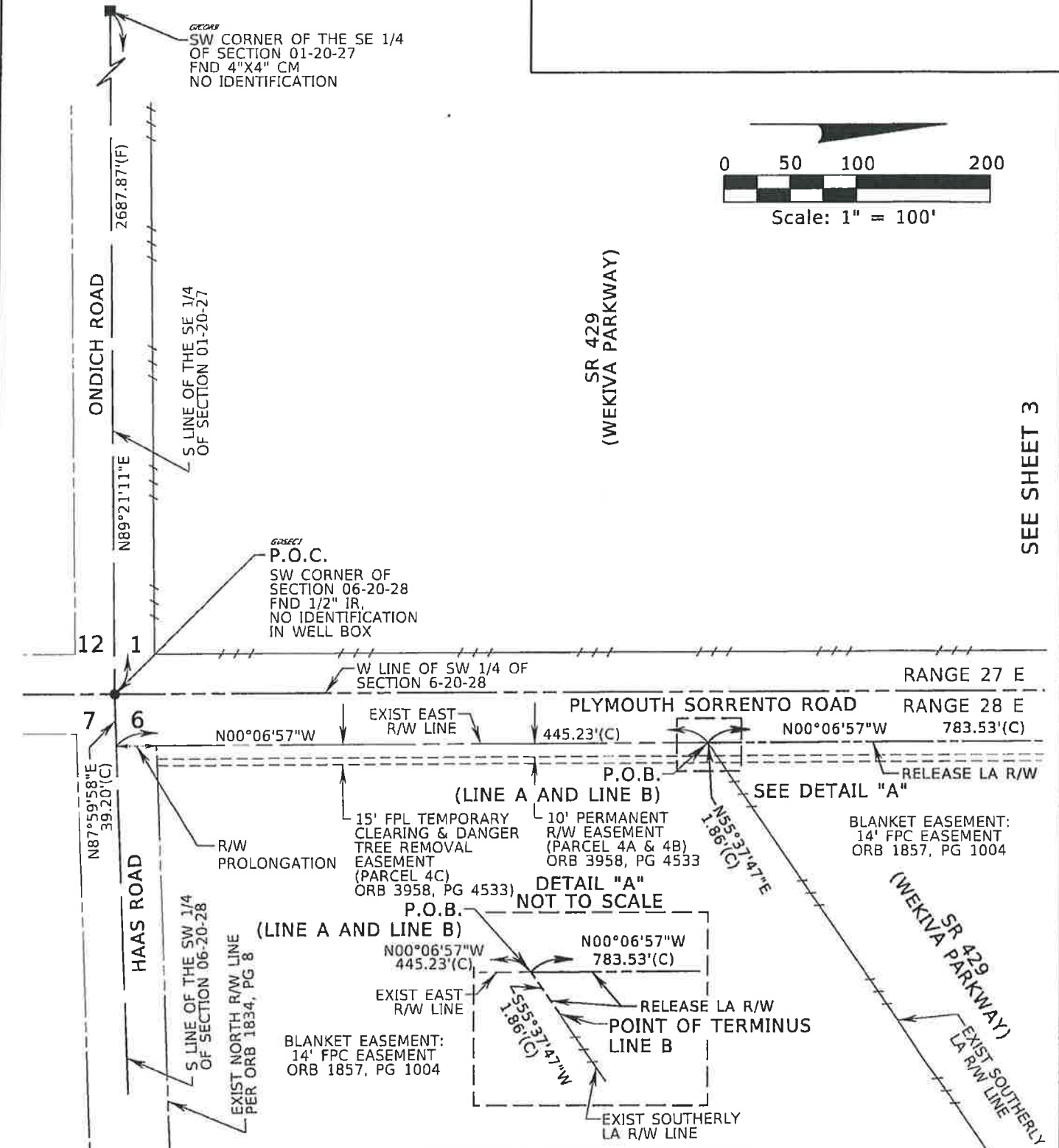
SUITE 2403

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SEE SHEET 3

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SECTION 6, TOWNSHIP 20 SOUTH,
RANGE 28 EAST

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

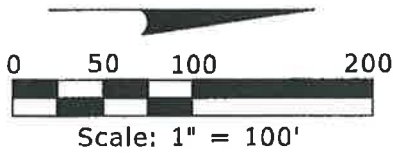
DATE: JULY 01, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



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

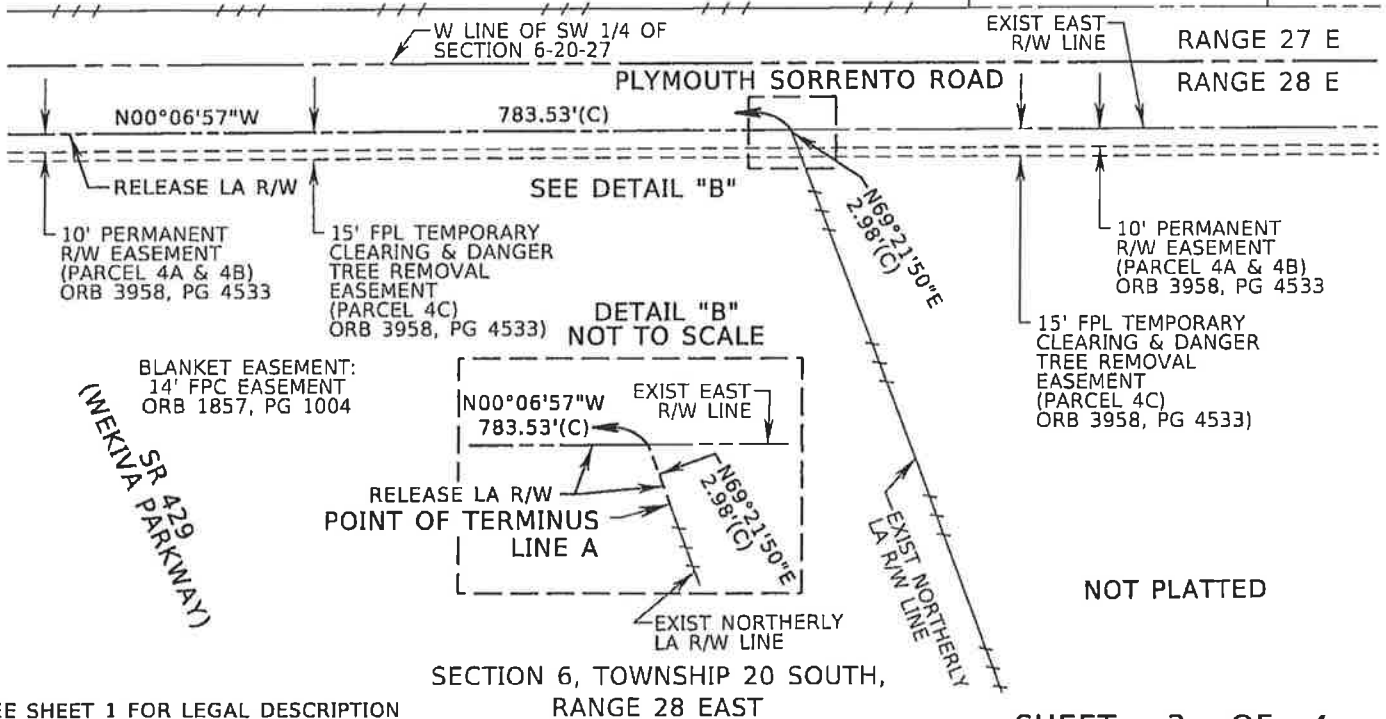
SKETCH OF DESCRIPTION



SEE SHEET 2

SR 429
(WEKIVA PARKWAY)

NOT PLATTED



NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: JULY 01, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



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

SKETCH OF DESCRIPTION

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E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RT	= RIGHT
FPC	= FLORIDA POWER CORPORATION	R/W	= RIGHT OF WAY
FPL	= FLORIDA POWER & LIGHT	SQ	= SQUARE
ID	= IDENTIFICATION	SR	= STATE ROAD
IP	= IRON PIPE	STA	= STATION
IR	= IRON ROD		
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3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
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SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

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[Signature] 8-12-2021
H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: JULY 01, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



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

EXHIBIT "D"
Release

Prepared by and Return to:

Laura L. Kelly
Associate General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For recording purposes

Project Nos. 429-202, 429-203, 429-204, 429-205
Parcels 156, 157, 158, 258, 259, 260, 261, 262, 264, 265, 266, and 275

NOTICE OF PARTIAL RELEASE OF LIMITED ACCESS LINE

THIS NOTICE OF PARTIAL RELEASE OF LIMITED ACCESS LINES ("Notice") is hereby executed the _____ day of _____ 2021 by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public corporation and an agency of the State of Florida ("CFX"), whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807.

RECITALS:

WHEREAS, CFX is the owner and holder of a limited access lines running along Ponkan Road and Plymouth Sorrento Road, both more particularly described as Limited Access Right of Way Parcels 156, 157, 158, 258, 259, 260, 261, 262, 264, 265, 266, and 275, as acquired pursuant to that certain Warranty Deed from Hubbs of Florida, Incorporated dated August 27, 2014, and recorded August 29, 2014 in Official Records Book 10797, Page 9199, Public Records of Orange County, Florida, that certain Stipulated Order of Taking, Case No. 2014-CA-003373-O in the Circuit Court of the Ninth Judicial Circuit, Orange County, Florida entered July 18, 2014, that certain Stipulated Order of Taking, Case No. 2014-CA-001972-O in the Circuit Court of the Ninth Judicial Circuit, Orange County, Florida entered July 10, 2014, and that certain Authority Deed Warranty Deed from Barn LLP dated February 28, 2007, and recorded March 8, 2007 in Official Records Book 9147, Page 1851, Public Records of Orange County, Florida ("Existing Limited Access Lines"); and

WHEREAS, new limited access lines along Ponkan Road and Plymouth Sorrento Road have been established in that certain Quit Claim Deed from CFX to the County dated _____ and recorded _____ as Document number _____; and

WHEREAS, CFX is desirous of releasing a portion of the Existing Limited Access Lines along _____ more particularly described on **Exhibit "A"**.

WITNESSETH:

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which CFX hereby acknowledges, the CFX agrees:

1. **Incorporation.** The foregoing recitals are hereby incorporated into and made a part of this Notice.

2. **Release.** CFX hereby releases and terminates the portion of the Existing Limited Access Lines represented by the limited access lines more particularly set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference. It is understood and agreed that nothing contained herein shall be construed to release, discharge or convey any other portion of the limited access lines, the remainder of which shall remain and continue in full force and effect.

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

[SIGNATURE PAGE TO FOLLOW]

Witnesses:

Print Name: _____

Print Name: _____

**“CFX”
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Buddy Dyer, 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 _____, 2021 for its
exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization this ___ day of _____, 2021, by Buddy Dyer, as Chairman of the Central
Florida Expressway Authority, on behalf of the organization. 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: _____

EXHIBIT "E"
NEW L/A LINES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202 PONKAN ROAD
PORTION OF PARCEL 156

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE WITH NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 937.97 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°15'01" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTH 89°49'04" WEST ALONG SAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 73.55 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH RIGHT OF WAY EASEMENT LINE, RUN NORTH 00°09'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 55.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°49'04" EAST, 55.00 FEET NORTH OF AND PARALLEL TO AFORESAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 73.16 FEET; THENCE SOUTH 00°15'01" EAST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,034 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF NORTH LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

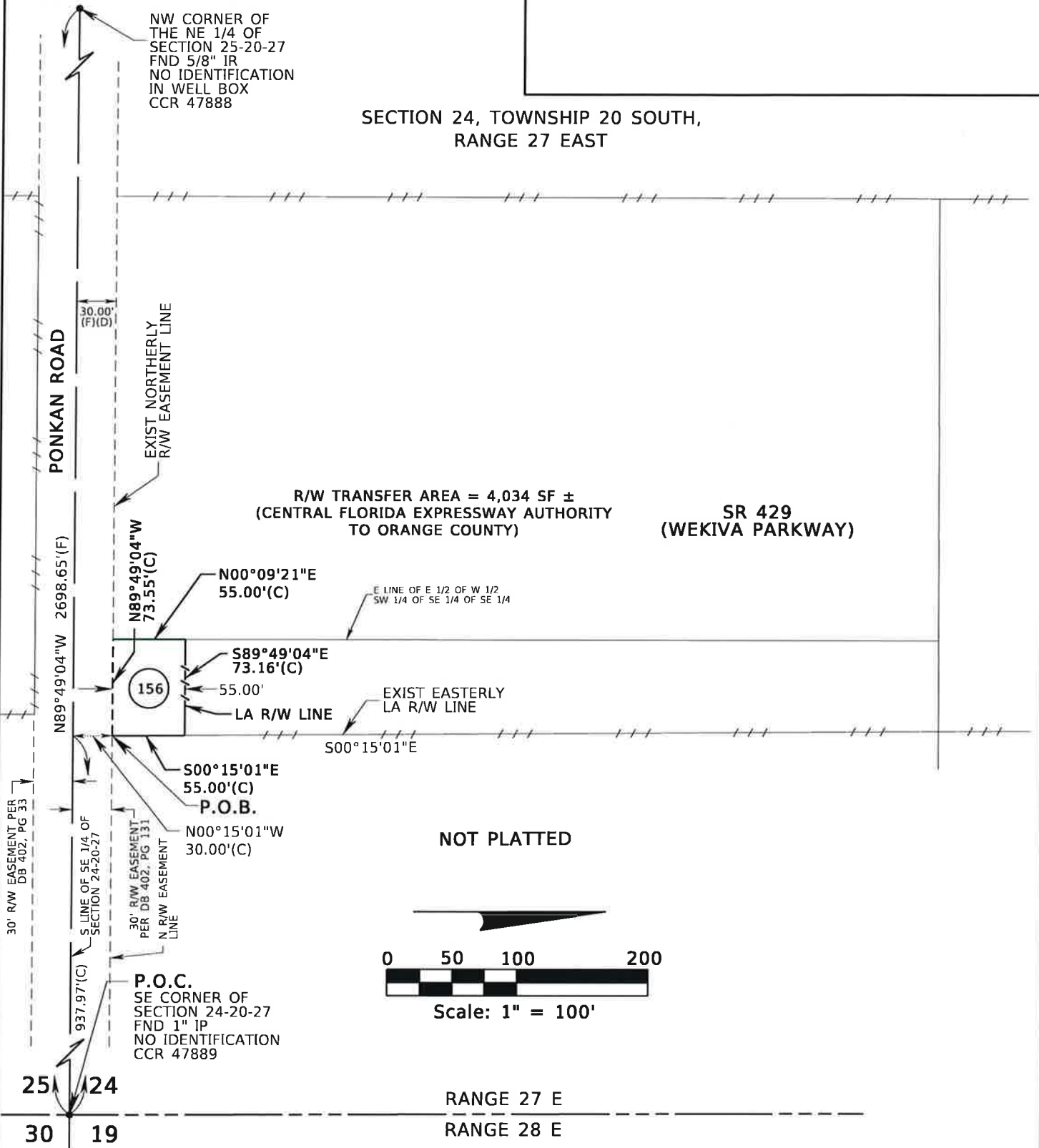
VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

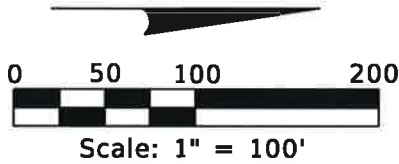
SKETCH OF DESCRIPTION

NW CORNER OF THE NE 1/4 OF SECTION 25-20-27 FND 5/8" IR NO IDENTIFICATION IN WELL BOX CCR 47888

SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST



NOT PLATTED



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: SEPTEMBER 10, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202

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SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

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H. Paul deVlvero, Professional Land Surveyor No. 4990

DATE

REVISION

BY

DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-202**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202 PONKAN ROAD
PORTION OF PARCEL 157

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE WITH NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1011.73 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°09'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°49'04" WEST ALONG SAID NORTH LINE, A DISTANCE OF 168.92 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°13'06" EAST ALONG SAID EAST LINE, A DISTANCE OF 55.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°49'04" EAST, 55.00 FEET NORTH OF AND PARALLEL TO AFORESAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 168.86 FEET TO THE INTERSECTION WITH THE AFORESAID EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 00°09'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,289 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF NORTH LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

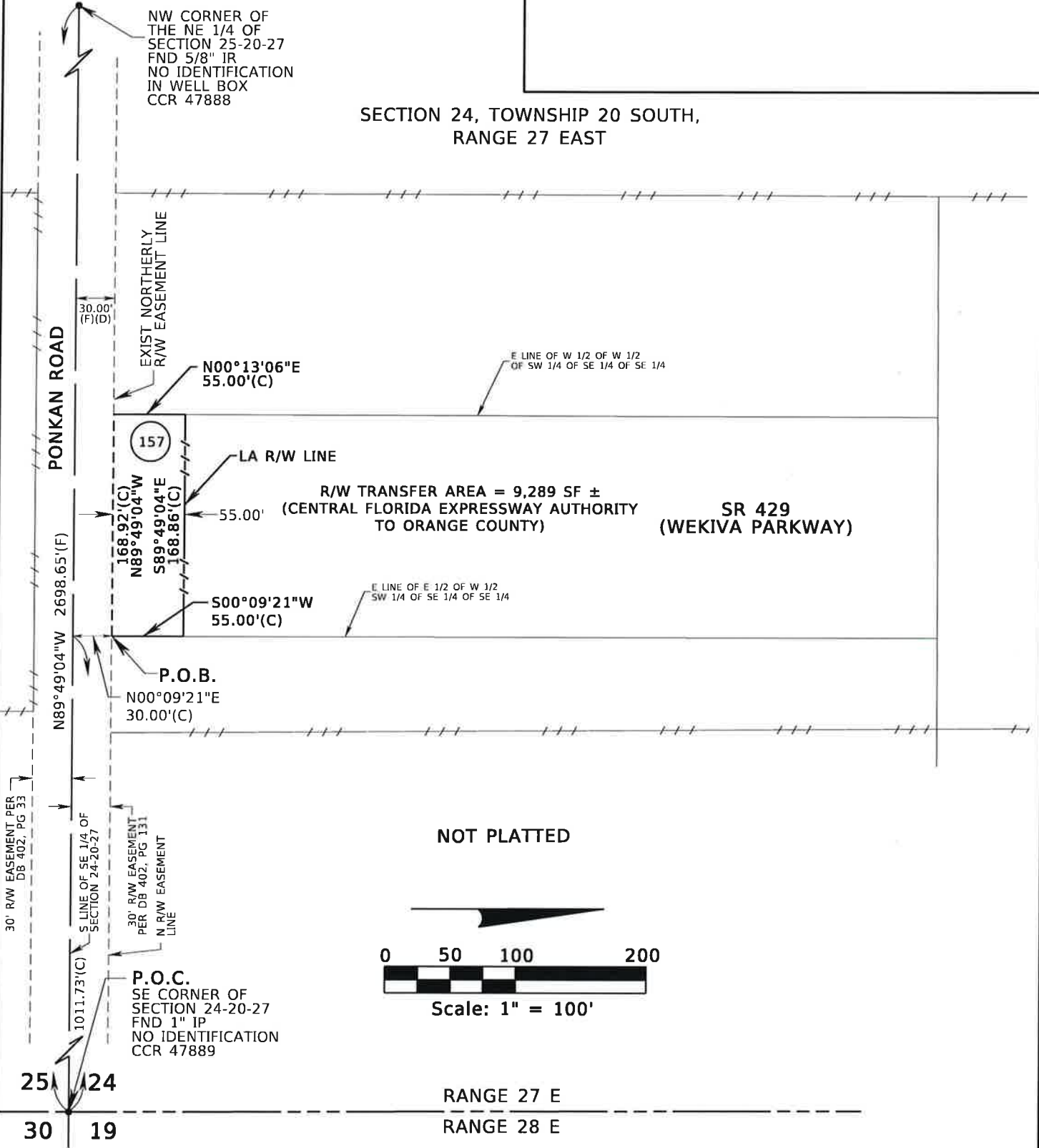
VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

NW CORNER OF THE NE 1/4 OF SECTION 25-20-27 FND 5/8" IR NO IDENTIFICATION IN WELL BOX CCR 47888

SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: SEPTEMBER 10, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

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

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 89°49'04" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

			<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p>
REVISION	BY	DATE	<p>H. Paul deVivero, Professional Land Surveyor No. 4990</p> <p style="text-align: right;">DATE</p>

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: SEPTEMBER 10, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202 PONKAN ROAD
PORTION OF PARCEL 158

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE WITH NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1180.69 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°13'06" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°49'04" WEST ALONG SAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 168.52 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH RIGHT OF WAY EASEMENT LINE, RUN NORTH 00°14'39" EAST ALONG SAID WEST LINE, A DISTANCE OF 55.00 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°49'04" EAST, 55.00 FEET NORTH OF AND PARALLEL TO AFORESAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 168.49 FEET TO THE INTERSECTION WITH THE AFORESAID EAST LINE; THENCE SOUTH 00°13'06" WEST ALONG SAID EAST LINE, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,268 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF NORTH LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

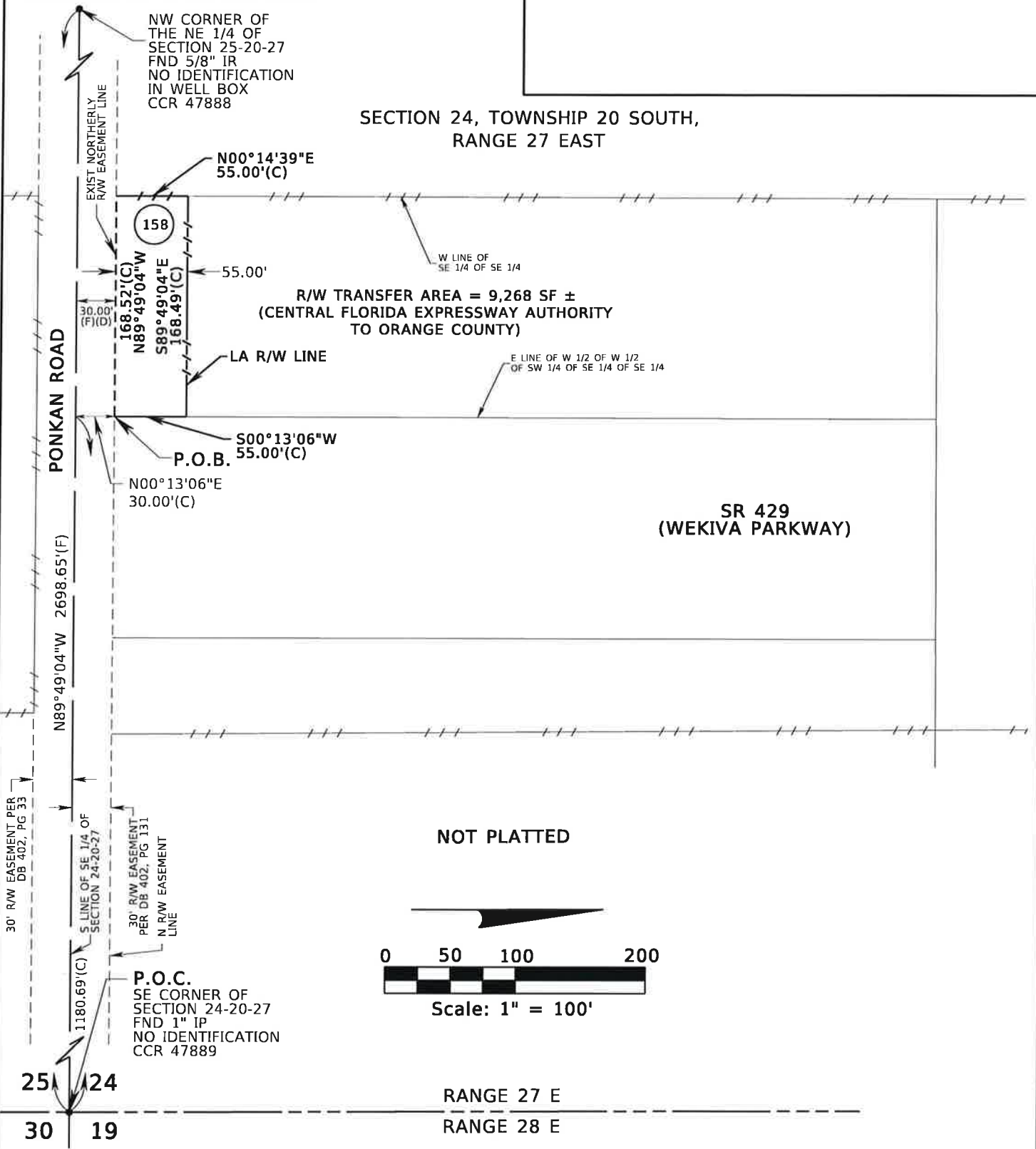
SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



NW CORNER OF THE NE 1/4 OF SECTION 25-20-27 FND 5/8" IR NO IDENTIFICATION IN WELL BOX CCR 47888

N00°14'39"E
55.00'(C)

EXIST NORTHERLY R/W EASEMENT LINE

158

55.00'

168.52'(C)
N89°49'04"W
30.00'(F)(D)

S89°49'04"E
168.49'(C)

R/W TRANSFER AREA = 9,268 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY TO ORANGE COUNTY)

LA R/W LINE

S00°13'06"W
55.00'(C)
P.O.B.

N00°13'06"E
30.00'(C)

SR 429
(WEKIVA PARKWAY)

PONKAN ROAD

N89°49'04"W 2698.65'(F)

30' R/W EASEMENT PER DB 402, PG 33

S LINE OF SE 1/4 OF SECTION 24-20-27

30' R/W EASEMENT PER DB 402, PG 131
N R/W EASEMENT LINE

P.O.C.
SE CORNER OF SECTION 24-20-27 FND 1" IP NO IDENTIFICATION CCR 47889

1180.69'(C)

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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: SEPTEMBER 10, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202

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

SKETCH OF DESCRIPTION

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IP	= IRON PIPE	SF	= SQUARE FEET
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IRC	= IRON ROD AND CAP	STA	= STATION

GENERAL NOTES:

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3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

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H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

REVISION

BY

DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-202**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 258

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WEST RIGHT OF WAY LINE, A DISTANCE OF 136.07 FEET; THENCE NORTH 89°19'38" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26"EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 136.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,443 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

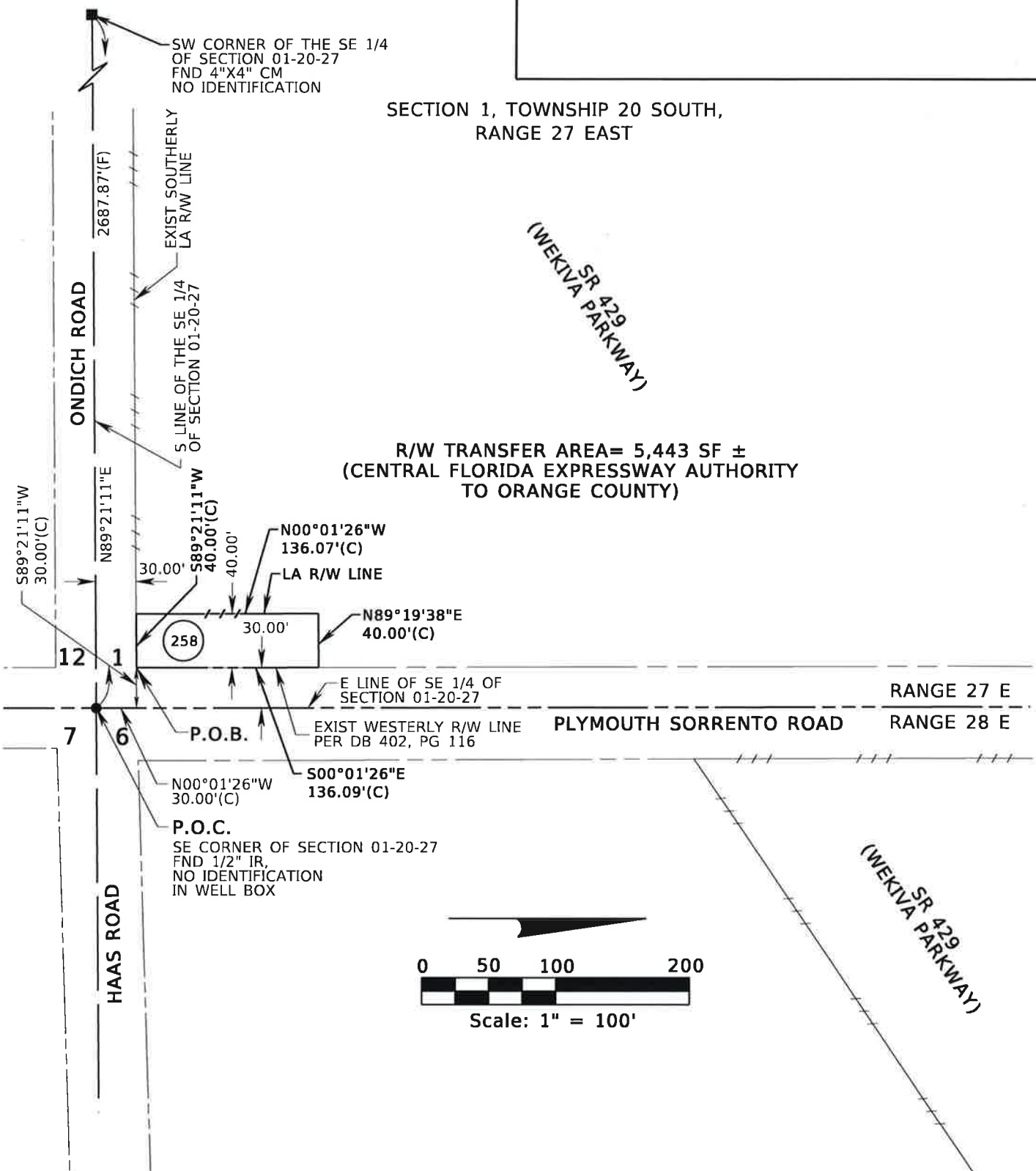
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

SR 429
(WEKIVA PARKWAY)

R/W TRANSFER AREA= 5,443 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: SEPTEMBER 10, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

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ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
IP	= IRON PIPE	SF	= SQUARE FEET
IR	= IRON ROD	SR	= STATE ROAD
IRC	= IRON ROD AND CAP	STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°01'26" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

			<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p>
REVISION	BY	DATE	<p>H. Paul deVivero, Professional Land Surveyor No. 4990</p> <p style="text-align: right;">DATE</p>

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: SEPTEMBER 10, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 259

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°01'26" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 136.09 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°19'38" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.07 FEET; THENCE NORTH 89°18'06" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,643 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

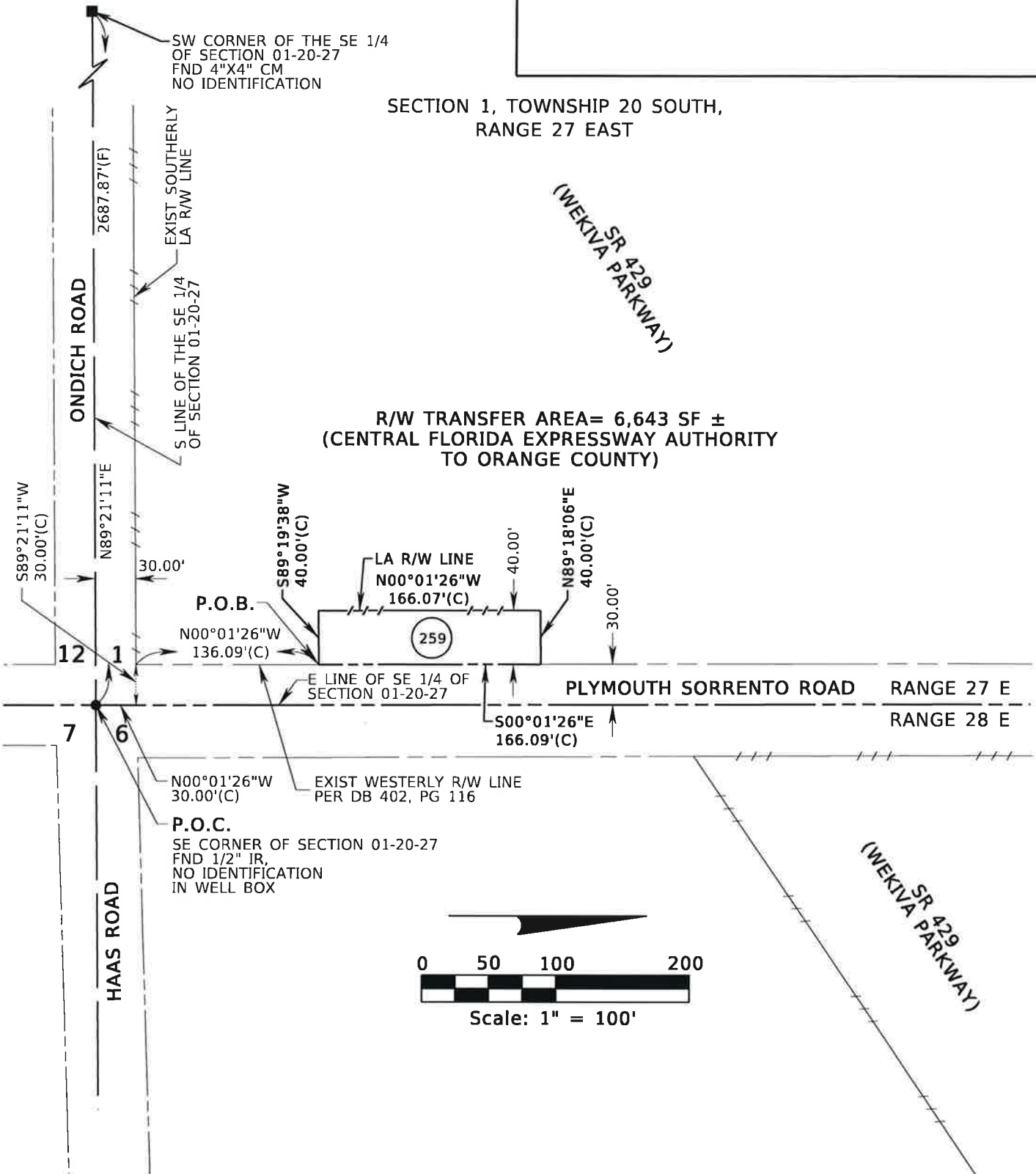
SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

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STATE ROAD 429
CFX PROJECT NO. 429-204



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
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SKETCH OF DESCRIPTION

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(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RT	= RIGHT
ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
IP	= IRON PIPE	SF	= SQUARE FEET
IR	= IRON ROD	SR	= STATE ROAD
IRC	= IRON ROD AND CAP	STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°01'26" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVlvaro, Professional Land Surveyor No. 4990

DATE

REVISION

BY

DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 260

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°01'26" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 302.18 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°18'06" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.07 FEET; THENCE NORTH 89°16'33" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,643 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



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SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

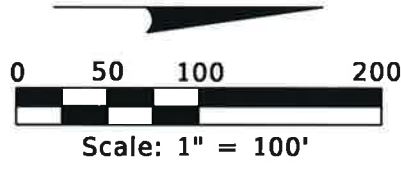
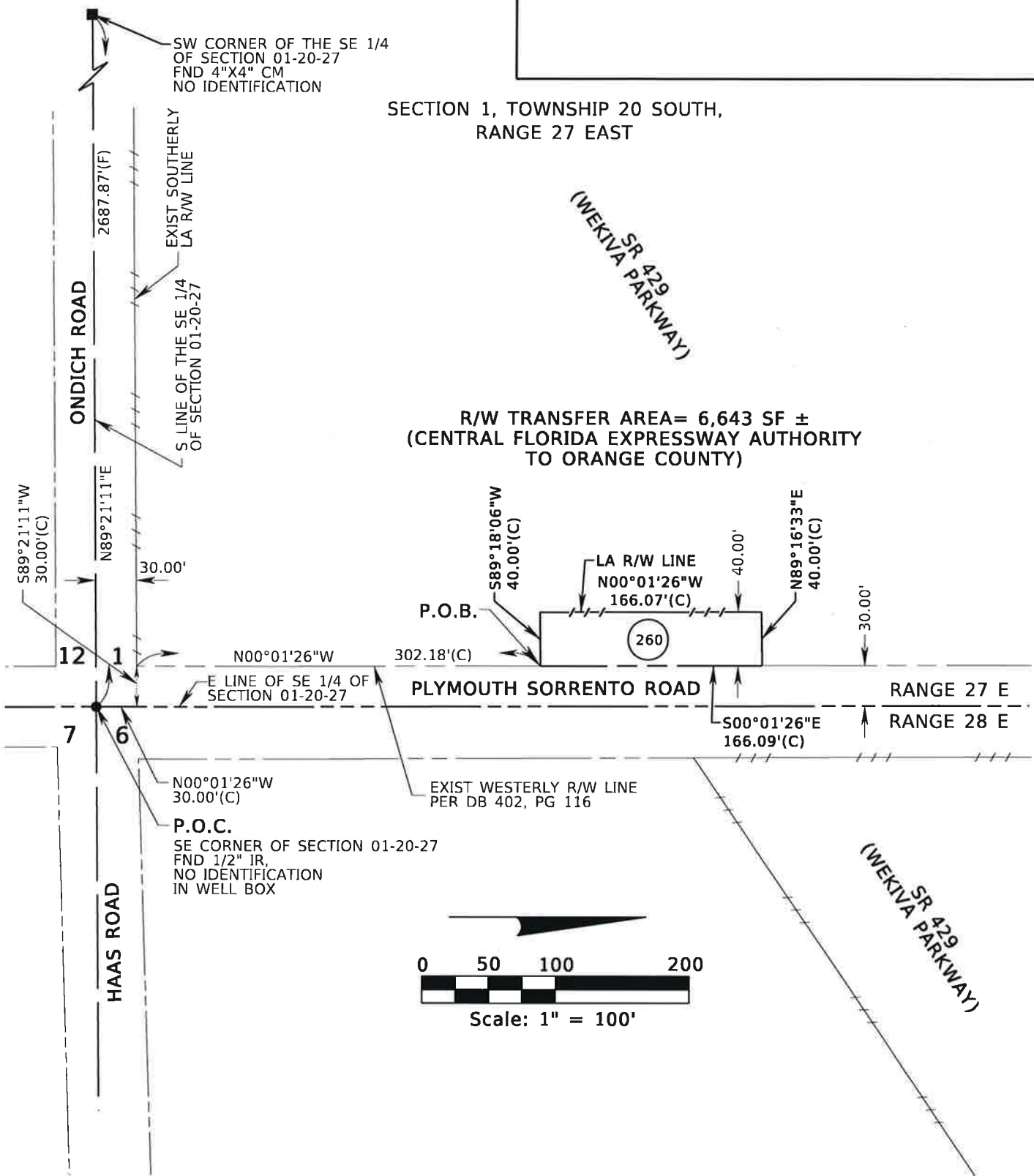
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

(WEKIVA PARKWAY)
SR 429

R/W TRANSFER AREA = 6,643 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: SEPTEMBER 10, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
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CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
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IR	= IRON ROD	SR	= STATE ROAD
IRC	= IRON ROD AND CAP	STA	= STATION

GENERAL NOTES:

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3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
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5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

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REVISION	BY	DATE	<p>H. Paul deVivero, Professional Land Surveyor No. 4990</p> <p style="text-align: right;">DATE</p>

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: SEPTEMBER 10, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 261

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°01'26" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 468.27 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°16'33" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.08 FEET; THENCE NORTH 89°15'01" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,644 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

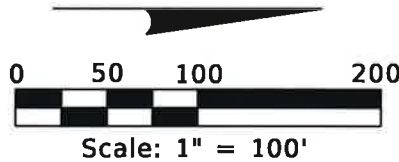
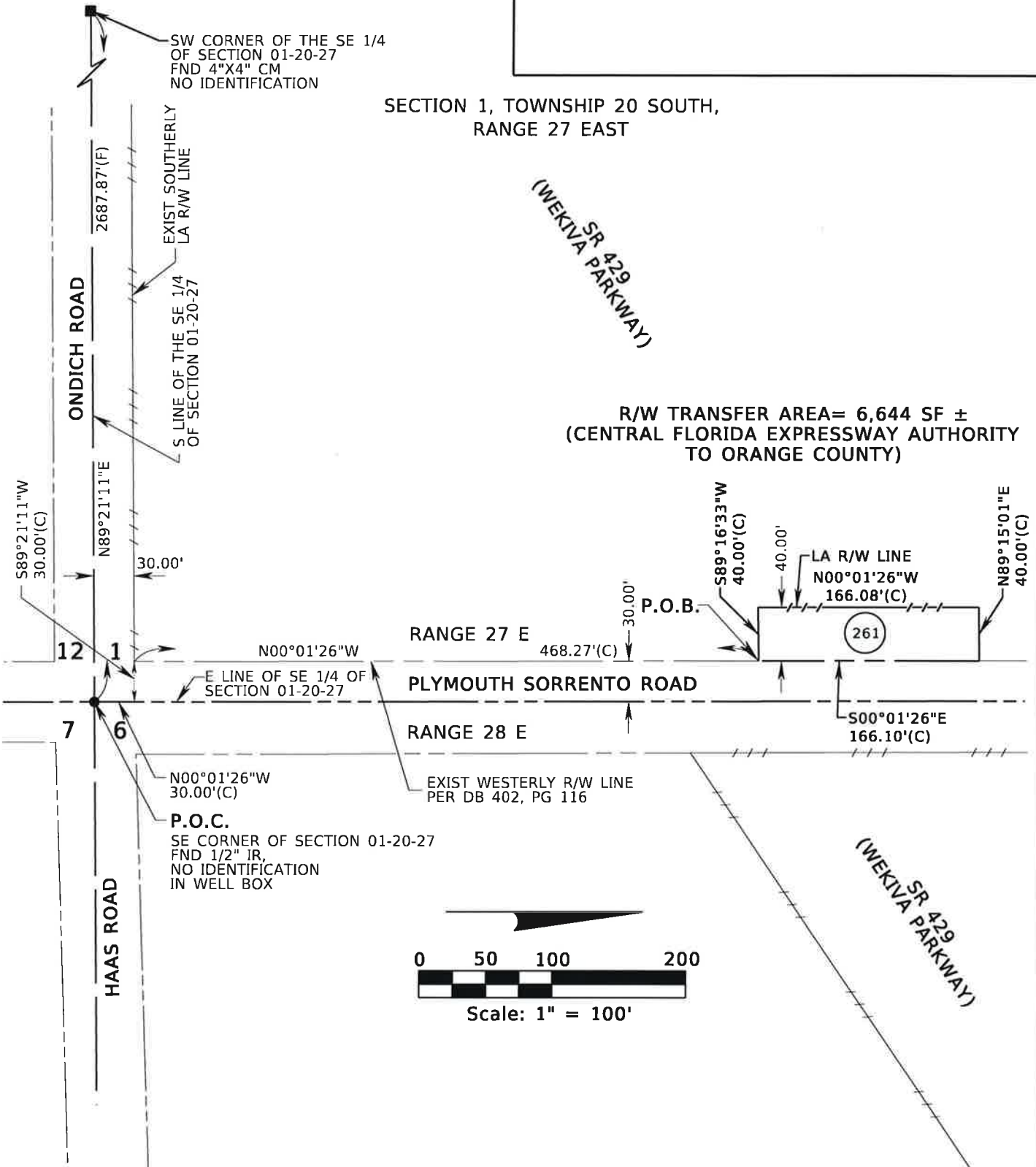
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

SR 429
(WEKIVA PARKWAY)

R/W TRANSFER AREA= 6,644 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NOTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB	= OFFICIAL RECORDS BOOK
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GENERAL NOTES:

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2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°01'26" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

			<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p>
REVISION	BY	DATE	<p>H. Paul deVivero, Professional Land Surveyor No. 4990</p> <p style="text-align: right;">DATE</p>

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: SEPTEMBER 10, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 262

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 664.42 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'01" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°15'01" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 326.41 FEET; THENCE NORTH 89°08'49" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 326.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,058 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

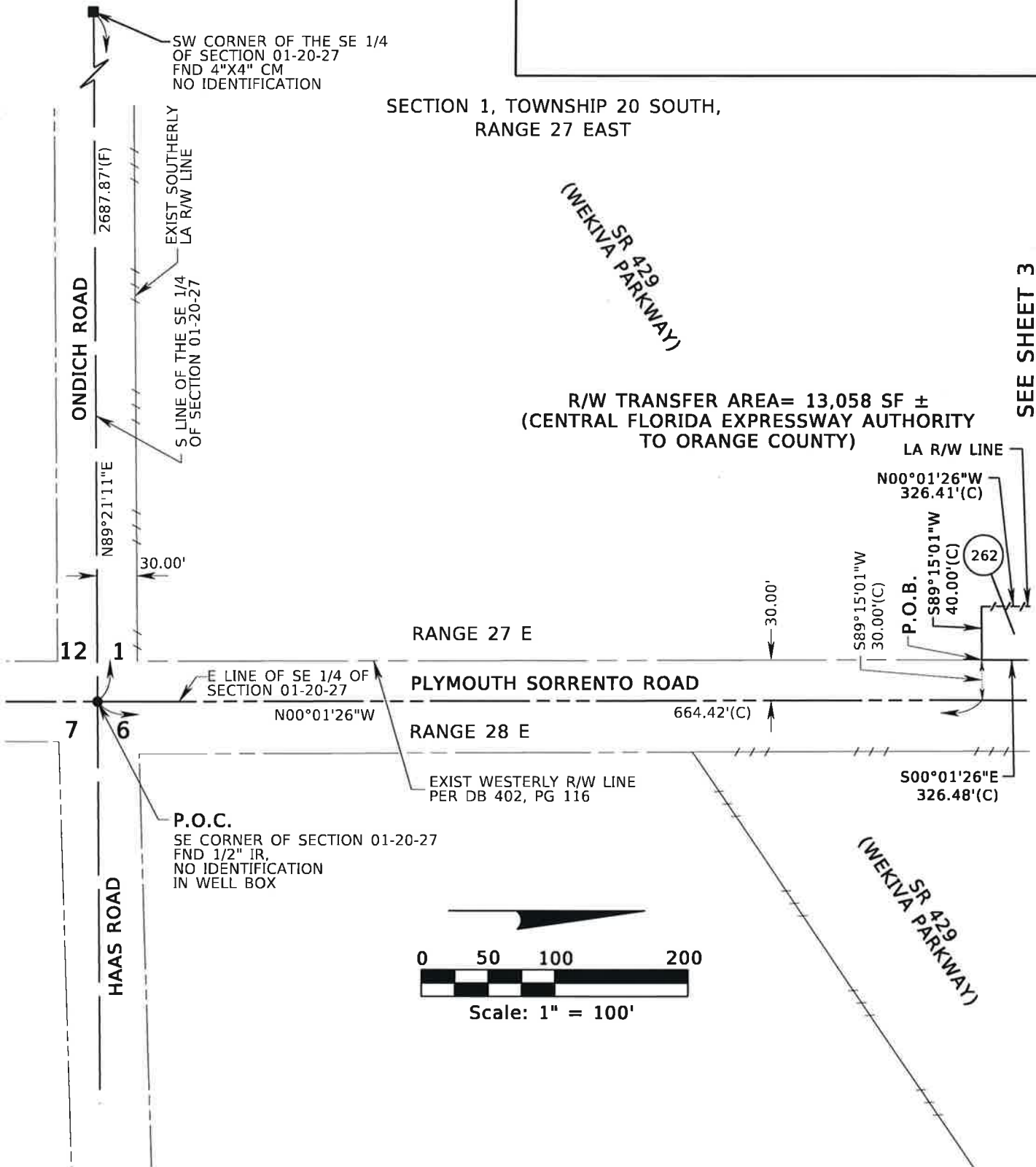
SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

SR 429
(WEKIVA PARKWAY)

R/W TRANSFER AREA= 13,058 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

SEE SHEET 3



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: SEPTEMBER 10, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



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

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

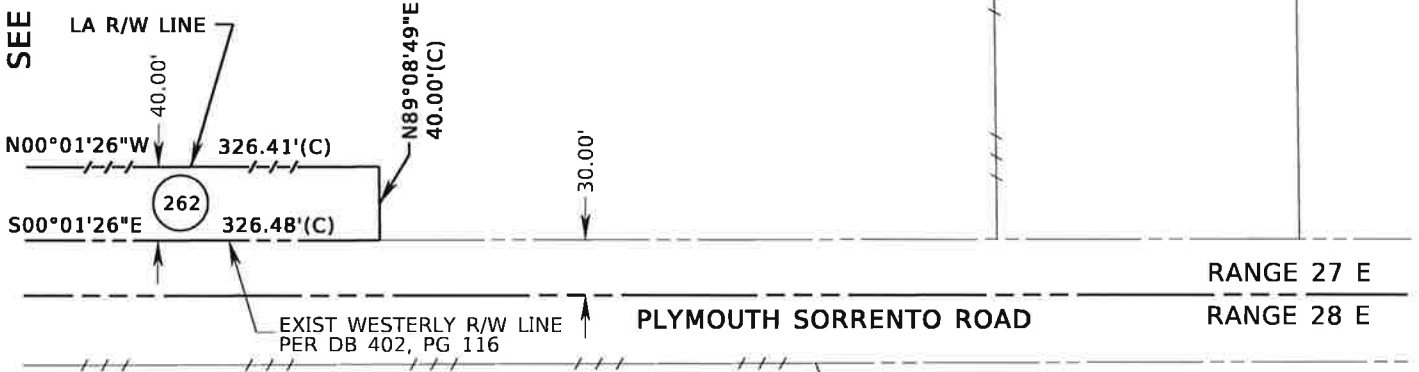
(WEKIVA PARKWAY)
SR 429

EXIST NORTHERLY
LA R/W LINE

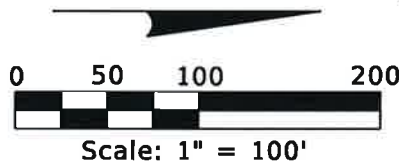
NOT PLATTED

R/W TRANSFER AREA = 13,058 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

SEE SHEET 2



(WEKIVA PARKWAY)
SR 429



NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
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SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

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H. Paul deVlvero, Professional Land Surveyor No. 4990

DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 264

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 1010.96 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°08'49" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°08'49" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 213.00 FEET; THENCE NORTH 89°08'49" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 213.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,520 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

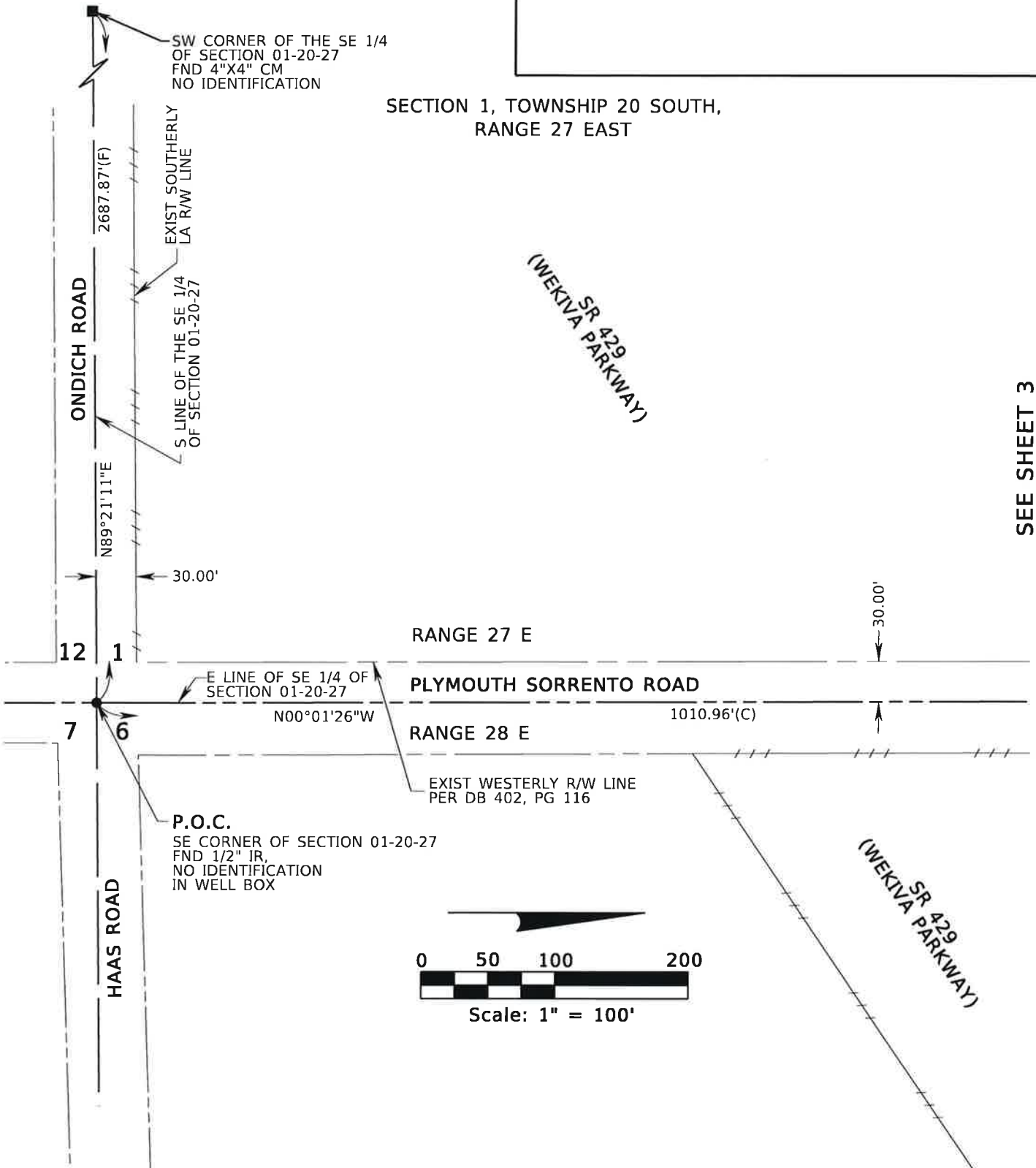
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST



SEE SHEET 3

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: SEPTEMBER 10, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



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

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

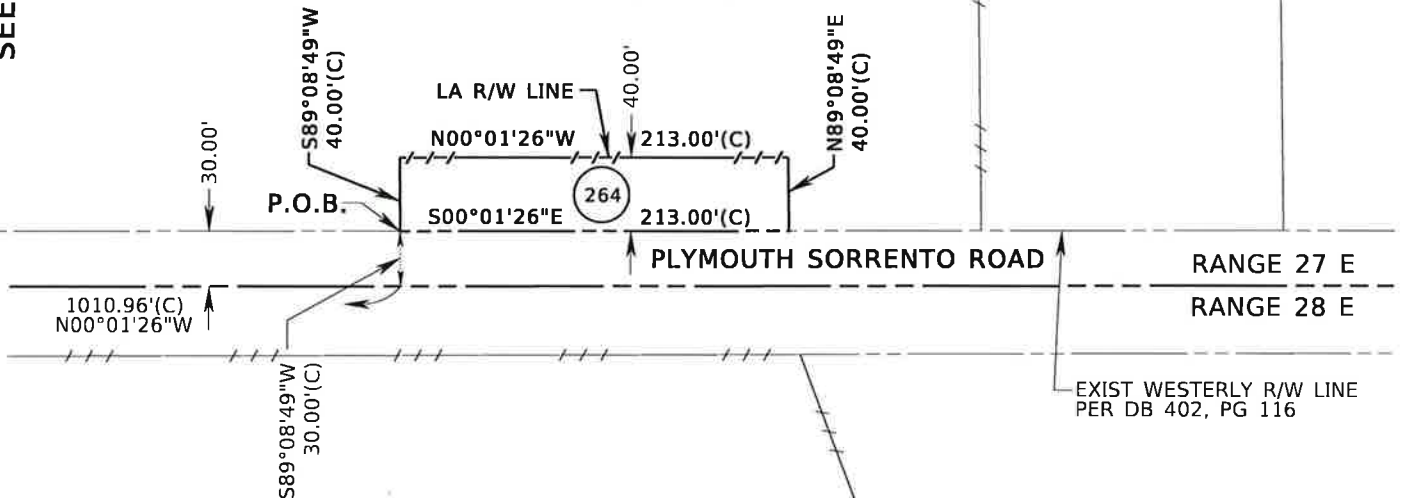
(WEKIVA PARKWAY)
SR 429

EXIST NORTHERLY
LA R/W LINE

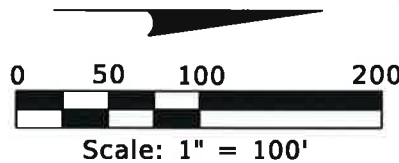
NOT PLATTED

R/W TRANSFER AREA = 8,520 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

SEE SHEET 2



(WEKIVA PARKWAY)
SR 429



NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: SEPTEMBER 10, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORthing
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	ϕ	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RT	= RIGHT
ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
IP	= IRON PIPE	SF	= SQUARE FEET
IR	= IRON ROD	SR	= STATE ROAD
IRC	= IRON ROD AND CAP	STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°01'26" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

			<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p>
REVISION	BY	DATE	<p>H. Paul deVlvera, Professional Land Surveyor No. 4990</p> <p>DATE _____</p>

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: SEPTEMBER 10, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 265

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 1010.96 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°08'49" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°01'26" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 213.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°08'49" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 104.89 FEET; THENCE NORTH 89°08'49" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 104.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,196 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

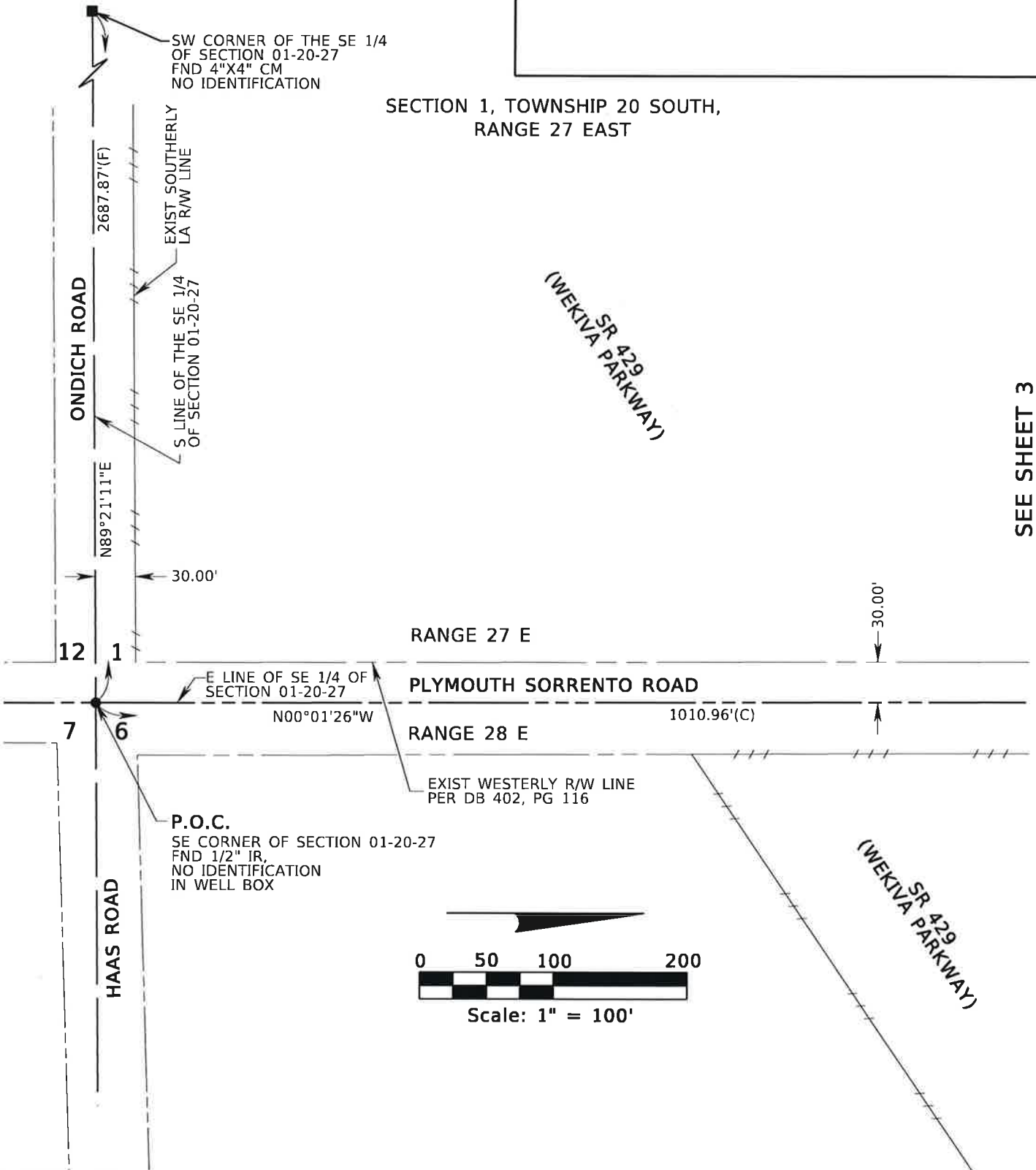
LAKE MARY, FLORIDA 32746

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

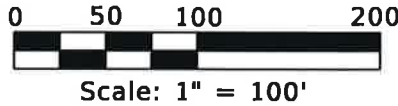
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST



SEE SHEET 3



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: SEPTEMBER 10, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



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

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

(WEKIVA PARKWAY)
SR 429

SEE SHEET 2

R/W TRANSFER AREA = 4,196 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

EXIST NORTHERLY
LA R/W LINE

NOT PLATTED

LA R/W LINE

S89°08'49"W
40.00'(C)

N00°01'26"W
104.89'(C)

N89°08'49"E
40.00'(C)

P.O.B.

265

30.00'

S00°01'26"E 213.00'(C)

PLYMOUTH SORRENTO ROAD

RANGE 27 E

RANGE 28 E

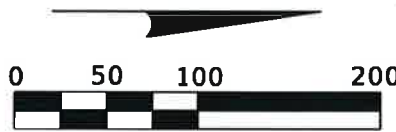
1010.96'(C)
N00°01'26"W

S00°01'26"E
104.89'(C)

EXIST WESTERLY R/W LINE
PER DB 402, PG 116

S89°08'49"W
30.00'(C)

(WEKIVA PARKWAY)
SR 429



Scale: 1" = 100'

NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

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H. Paul deVlvaro, Professional Land Surveyor No. 4990

DATE

REVISION

BY

DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 266

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 990.96 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°08'49" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°08'49" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°08'49" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 800 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

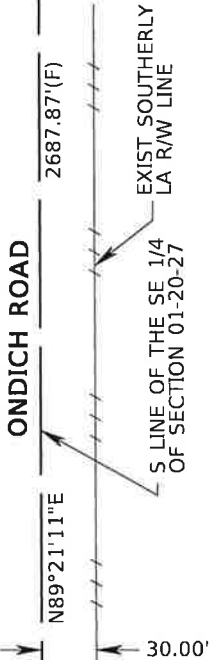
VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

SW CORNER OF THE SE 1/4
OF SECTION 01-20-27
FND 4"X4" CM
NO IDENTIFICATION



SR 429
(WEKIVA PARKWAY)

SEE SHEET 3

12 1

RANGE 27 E

E LINE OF SE 1/4 OF
SECTION 01-20-27

PLYMOUTH SORRENTO ROAD

7 6

N00°01'26"W

RANGE 28 E

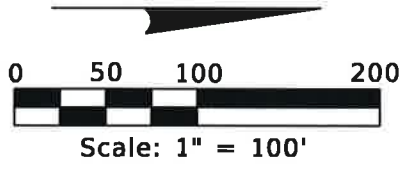
990.96'(C)

EXIST WESTERLY R/W LINE
PER DB 402, PG 116

P.O.C.
SE CORNER OF SECTION 01-20-27
FND 1/2" IR,
NO IDENTIFICATION
IN WELL BOX

SR 429
(WEKIVA PARKWAY)

HAAS ROAD



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: SEPTEMBER 10, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204

 **GEODATA CONSULTANTS, INC.**
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
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LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

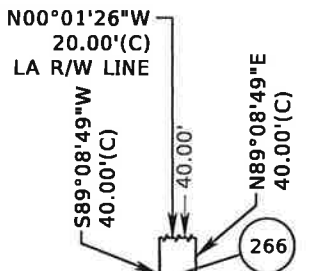
(WEKIVA PARKWAY)
SR 429

R/W TRANSFER AREA = 800 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

EXIST NORTHERLY
LA R/W LINE

NOT PLATTED

SEE SHEET 2



30.00'

P.O.B.

PLYMOUTH SORRENTO ROAD

RANGE 27 E

RANGE 28 E

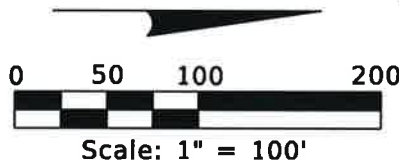
990.96'(C)
N00°01'26\"/>

500°01'26\"/>

EXIST WESTERLY R/W LINE
PER DB 402, PG 116

S89°08'49\"/>

(WEKIVA PARKWAY)
SR 429



NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NOTHING
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SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

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H. Paul deVlivero, Professional Land Surveyor No. 4990

DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 10, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 275

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELL BOX WITH NO IDENTIFICATION; THENCE NORTH 87°59'58" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 39.20 FEET TO THE INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EXISTING EAST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°06'57" WEST ALONG SAID SOUTHERLY PROLONGATION LINE AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 445.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°06'57" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 783.53 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 69°21'50"EAST, A DISTANCE OF 2.98 FEET; THENCE SOUTH 00°01'26"EAST, A DISTANCE OF 783.53 FEET; THENCE SOUTH 55°37'47" WEST, A DISTANCE OF 1.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,694 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF EAST LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: JULY 01, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

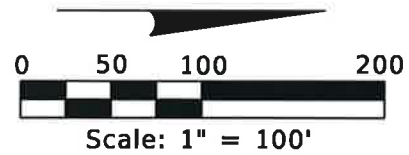
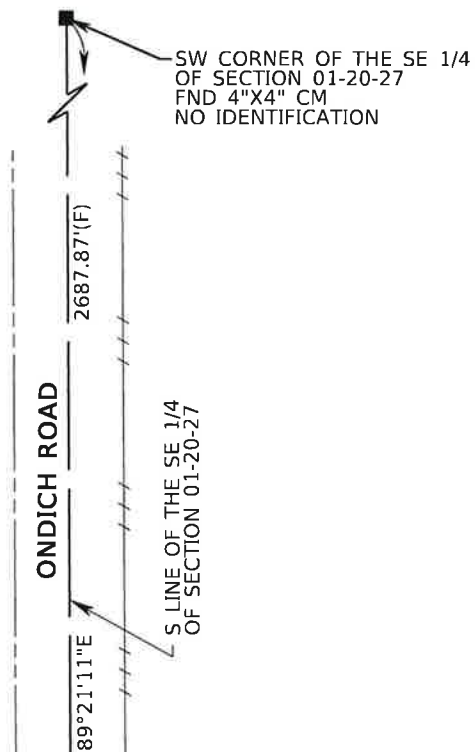
SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

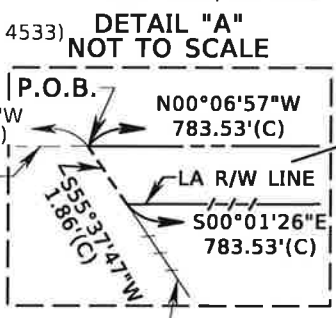
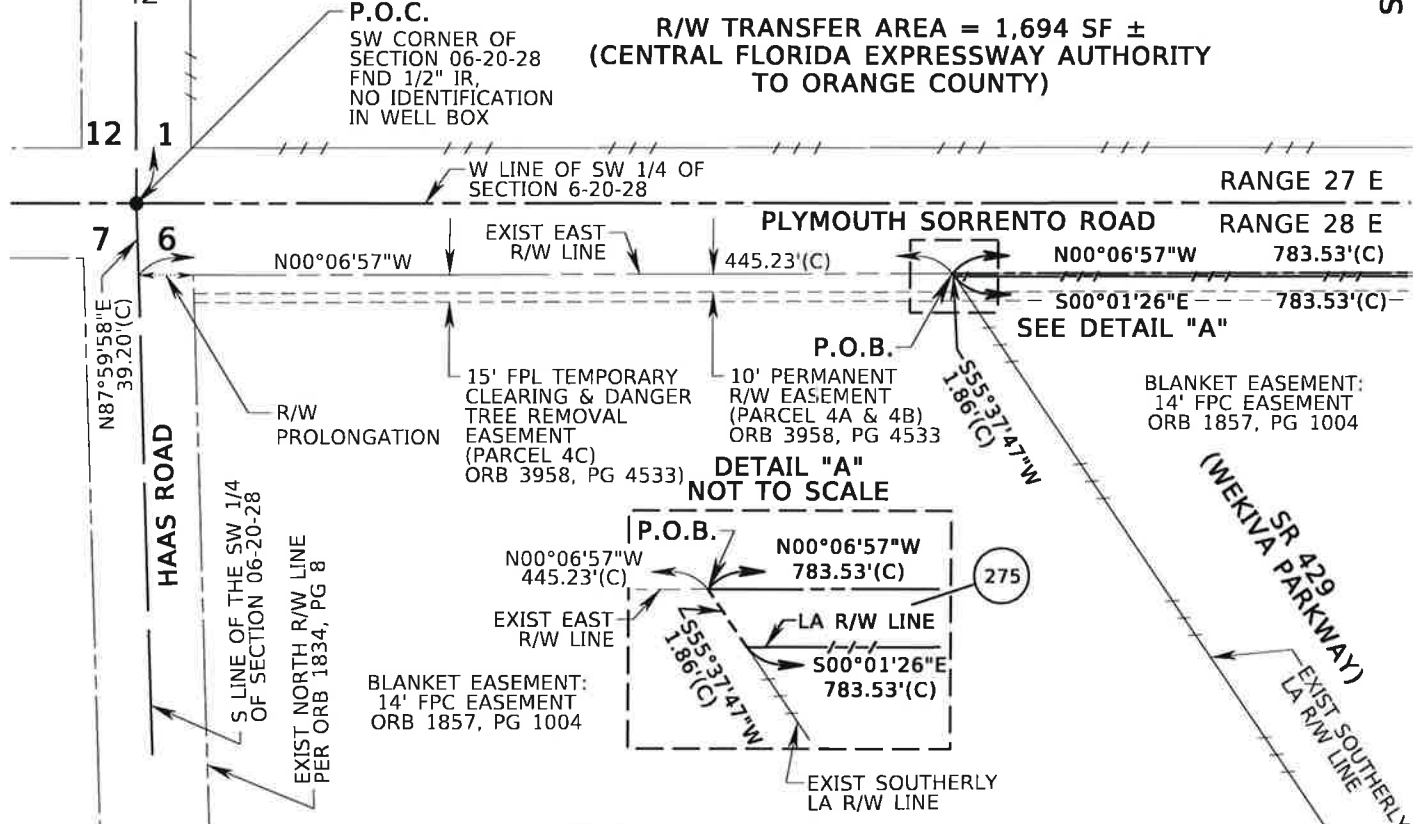
SKETCH OF DESCRIPTION



SR 429
(WEKIVA PARKWAY)

SEE SHEET 3

**R/W TRANSFER AREA = 1,694 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)**



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

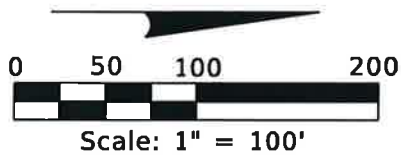
SECTION 6, TOWNSHIP 20 SOUTH,
RANGE 28 EAST **SHEET 2 OF 4**

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: JULY 01, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204**

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

SKETCH OF DESCRIPTION

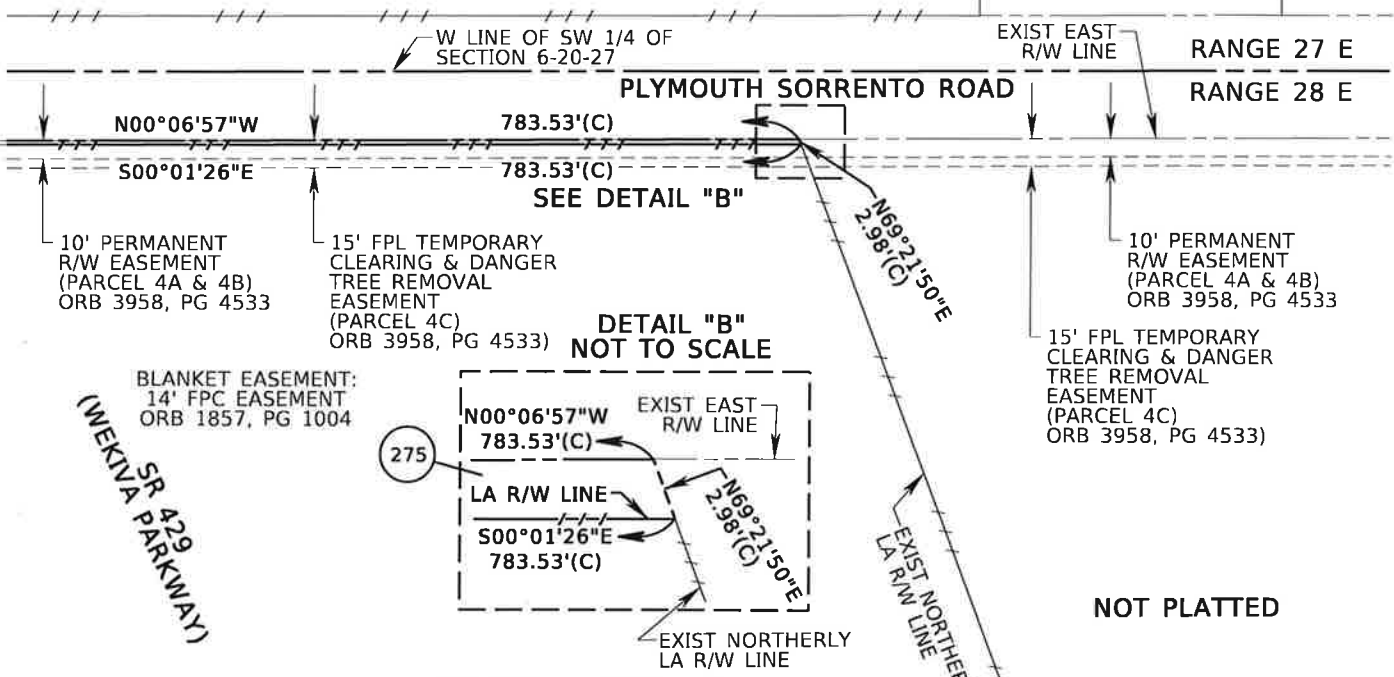


SEE SHEET 2

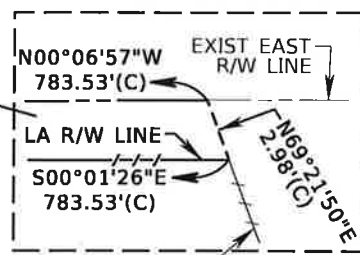
(WEKIVA PARKWAY)
SR 429

NOT PLATTED

R/W TRANSFER AREA = 1,694 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)



**DETAIL "B"
NOT TO SCALE**



NOT PLATTED


SECTION 6, TOWNSHIP 20 SOUTH,
RANGE 28 EAST

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: JULY 01, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204**

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

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

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 87°59'58" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

			I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.
REVISION	BY	DATE	H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: JULY 01, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204


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

EXHIBIT "F"
DETAILED MAINTENANCE FUNCTIONS

1. Local Road Bridge Over CFX Expressway System

- a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Ramp pavement to intersection with Local Road edge of pavement
 - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right-of-way
 - iv) Bridge underdeck and ramp lighting
 - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local Road ponds
 - vi) Ramp maintenance to Local Road edge of pavement
- b) Local Agency Responsibility
 - i. Local roadway up to bridge approach slabs
 - ii. Embankments/Sideslopes to CFX limited-access right-of-way fence
 - iii. Signalization, guard rails, jurisdictional signage and bridge lighting above deck, if applicable
 - iv. **Non- CFX** Utilities facilities within CFX right-of-way
 - v. Local Road drainage structures and systems to CFX or Local Road ponds
 - vi. Cleaning/sweeping, pavement and marking for Local Roads and sidewalks, if applicable.

2. CFX Expressway Bridge over Local Road

- a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Ramp pavement to intersection with Local Road edge of pavement
 - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right-of-way
 - iv) Bridge underdeck and ramp lighting
 - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local Road ponds
 - vi) Ramp maintenance to Local Road edge of pavement
- b) Local Agency Responsibility
 - i) Local Road Maintenance
 - ii) Local Road within Local right-of-way, including pavement, pavement markings, sidewalks, lighting, and other improvements on or under the Local Road up to CFX's L/A right-of-way line or retaining wall or fence
 - iii) Embankment/sideslopes to CFX L/A right-of-way fence
 - iv) Signalization, guard rails, jurisdictional signage and Local Road lighting
 - v) **Non- CFX** Utilities facilities within CFX right-of-way

- vi) Local road drainage structures and systems to CFX or Local Road retention area
- vii) Cleaning/sweeping, pavement marking for Local Roads and sidewalks, if applicable

3. Canals/Waterways originating or extending beyond CFX Right-of-Way.

- a) CFX Responsibility
 - i) Structural integrity of headwalls and structure within CFX right-of-way
 - ii) Bridge structure per se, including bridge deck and approach slabs
 - iii) Rip-rap
- b) Local Agency Responsibility
 - i) Canal and banks beyond head walls within Local Agency right-of-way
 - ii) Open flow channel under CFX

4. Canals/Waterways within CFX Right-of-Way

- a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Waterway/channel within CFX right-of-way
 - iii) Rip-rap
- b) Local Agency Responsibility: None

5. Detention/Retention Ponds and Structures

- a) CFX Responsibility
 - i) CFX assigned ponds and CFX drainage structures within LIA right-of-way handling CFX water
 - ii) Drainage structures and systems in CFX right-of-way conveying water across Expressway
- b) Local Agency Responsibility
 - i) Local Agency assigned ponds and Local Agency drainage structures and systems handling Local Road water
 - ii) Drainage structures in Local Road right-Utilities feeding into CFX ponds/right-of-way

6. Utilities

- a) CFX Responsibility: None
- b) Local Agency Responsibility: Water and wastewater mains in CFX LIA right-of-way
- c) General: Non- CFX utilities in public or LIA right-of-way are the responsibility of the utility company

7. Roadways

- a) CFX Responsibility: All facilities within CFX's L/A right-of-way except as noted.
- b) Local Agency Responsibility: All facilities within Local Road right-of-way, except as noted.

EXHIBIT "G" MAINTENANCE RESPONSIBILITY
See Exhibit "F" for the Detailed Maintenance Functions

Project	Location	Local Agency Responsibility	CFX Responsibility
429-202	Access Road	7b	
429-202	S.R. 429 over Ponkan Road	2b	2a
429-203	Phils Lane	7b	
429-203	Plymouth Sorrento Road	7b	
429-204	Ondich Road	7b	
429-204	S.R. 429 over Plymouth Sorrento Road	2b	2a
429-205	S.R. 429 over Mt. Plymouth Road	2b	2a

ATTACHMENT "C"



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

August 25, 2021

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

RE: TRANSFER OF PROPERTY

SR 429, Projects 429-202, 429-203, 429-204, and 429-205
CFX Parcels – 132 Part C, 134 Part C, 156 Partial, 157 Partial, 158 Partial, 169 Part B, 869,
170, 185 Part B, 186 Part B, 188 Part B, 207 Partial, 228, 229, 230, 233, 250 Part B, 252 Part
B, 258 Partial, 259 Partial, 260 Partial, 261 Partial, 262 Partial, 264 Partial, 265 Partial, 266
Partial, 275 Partial, and 291 Partial.

Dear Mr. Pressimone:

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

1. We have reviewed the limits of the parcels along local right-of-way for Access Road, Ponkan Road, Phils Lane, Plymouth Sorrento Road, Ondich Road, and Mt. Plymouth Road described in Exhibits "A1" through A5 attached. The SR 429 Projects 429-202, 429-203, 429-204, and 429-205 are completed. It was anticipated the ownership and maintenance of the local roads, would be transferred to the local jurisdiction upon completion. In our opinion, we certify that the CFX Parcels listed above are no longer essential for the current or future construction, operation or maintenance of the CFX Expressway System and the transfer of the subject parcels to Orange County would not impede or restrict the current or future construction, operation or maintenance of the CFX Expressway System.
2. The release of Limited Access Lines as described in Exhibit "A-2, A-4 and A-5" is required and would not materially affect or interfere with the present or future construction, use, operation, repair or maintenance of the Expressway Facilities, or otherwise impair traffic operations or maintenance of any portion of the Expressway System. The reestablishment of the Limited Access Lines is shown in the transfer documents.
3. 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,

A handwritten signature in blue ink that reads "R. Keith Jackson".

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Laura N. Kelly, Esq. CFX (w/ enc.)

5/11/2018 3:17:59 PM W:\0000818\Right-of-Way\Parcel Transfer\Wekiva - Orange County\FABRY.DGN

Project 429-202
Access Road
Parcel 132 Transfer Part C ROW
Parcel 134 Transfer Part C ROW



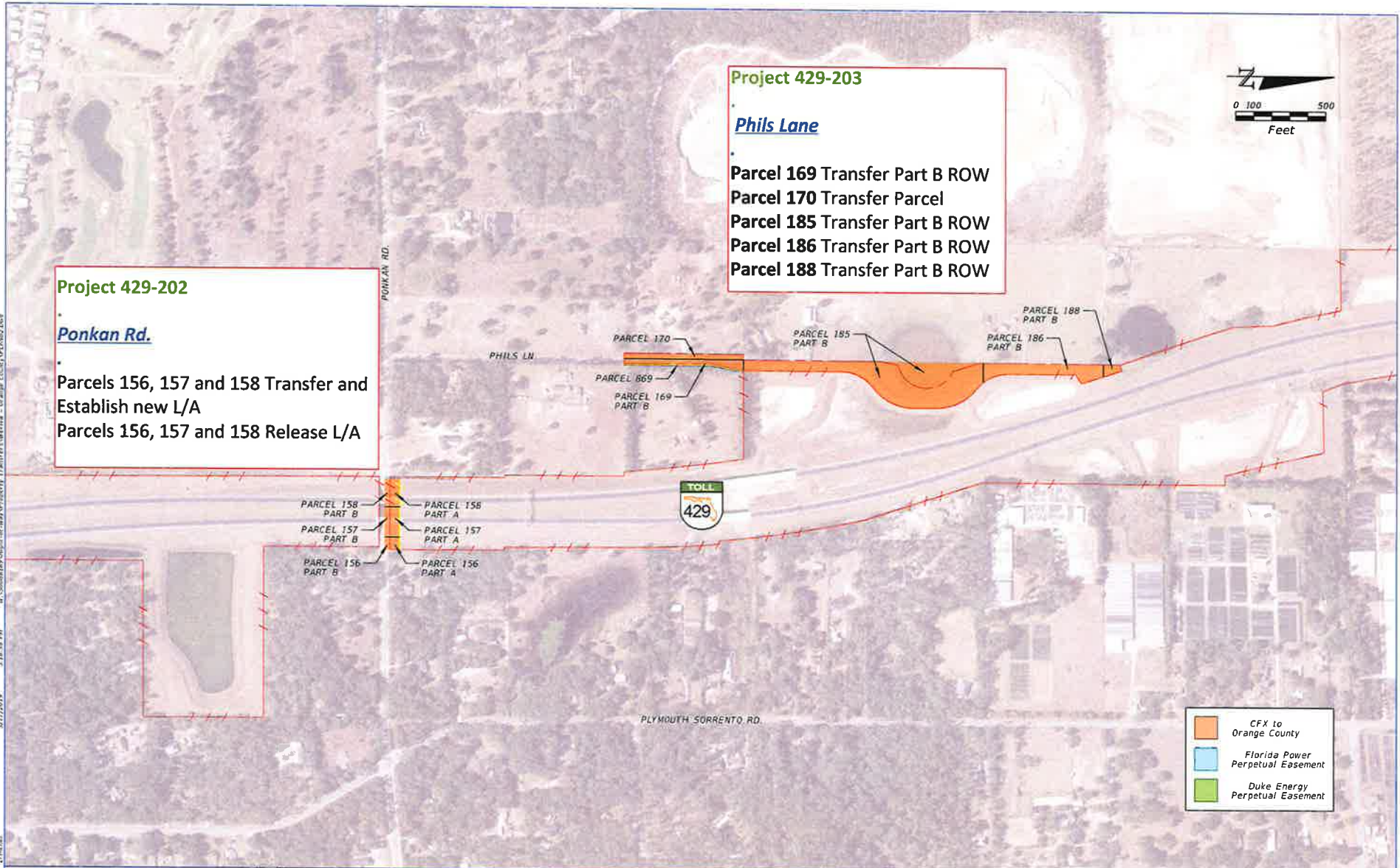
CFX to Orange County

DATE		DESCRIPTION		REVISIONS		Wekiva Parkway Right-of-Way			Exhibit A1	SHEET NO.
				DATE	DESCRIPTION					
										1

Project 429-203
Phils Lane
 Parcel 169 Transfer Part B ROW
 Parcel 170 Transfer Parcel
 Parcel 185 Transfer Part B ROW
 Parcel 186 Transfer Part B ROW
 Parcel 188 Transfer Part B ROW



Project 429-202
Ponkan Rd.
 Parcels 156, 157 and 158 Transfer and
 Establish new L/A
 Parcels 156, 157 and 158 Release L/A

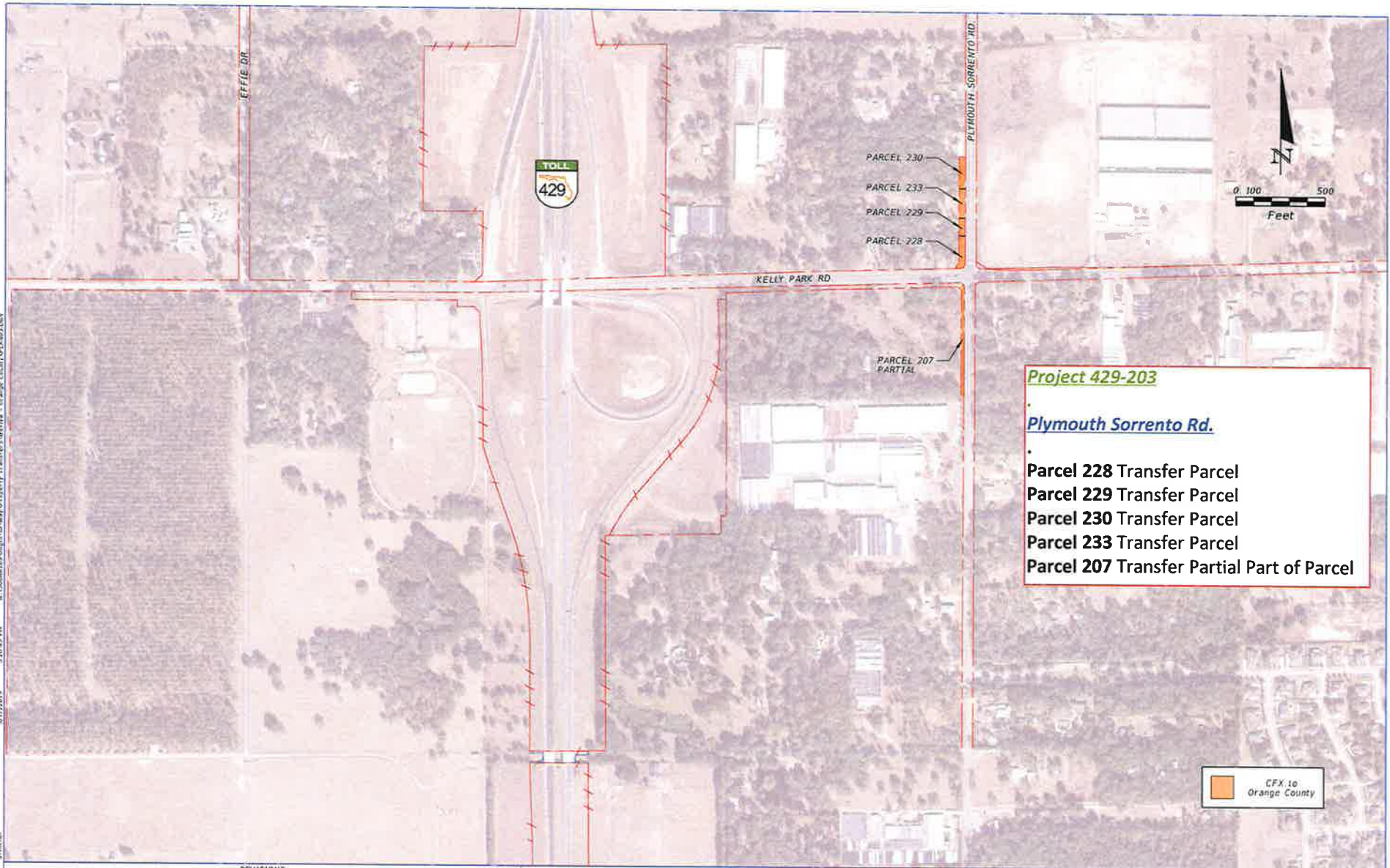


- CFX to Orange County
- Florida Power Perpetual Easement
- Duke Energy Perpetual Easement

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DATE		DESCRIPTION		REVISIONS		Wekiva Parkway Right-of-Way		Exhibit A2	SHEET NO.
				DATE	DESCRIPTION				
						SR 429	202 - 205		2

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Project 429-203

- Plymouth Sorrento Rd.
- Parcel 228 Transfer Parcel
- Parcel 229 Transfer Parcel
- Parcel 230 Transfer Parcel
- Parcel 233 Transfer Parcel
- Parcel 207 Transfer Partial Part of Parcel

CFX to Orange County

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

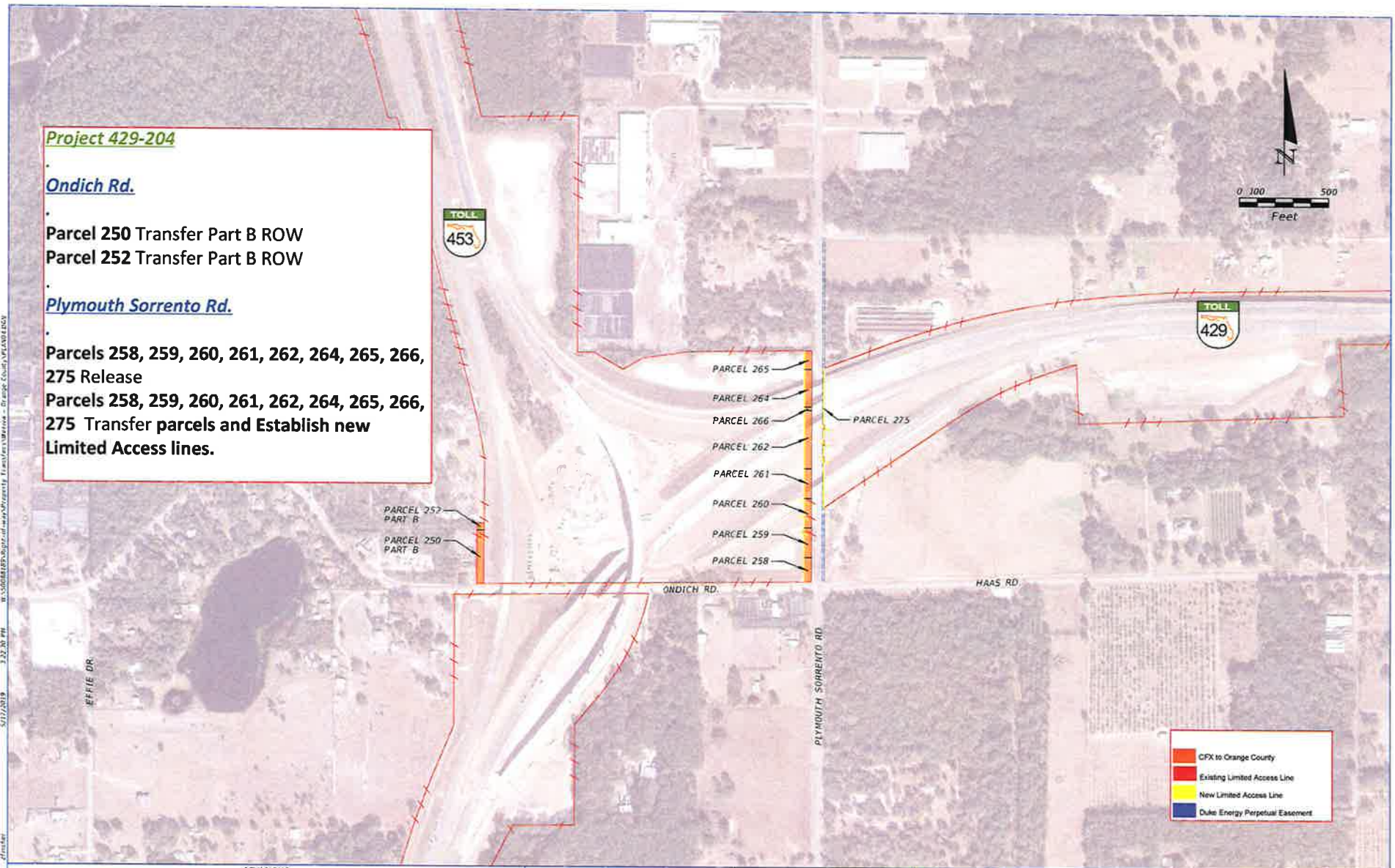
Wekiva Parkway
Right-of-Way

SR 429	202 - 205
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Exhibit A3

SHEET NO.
3



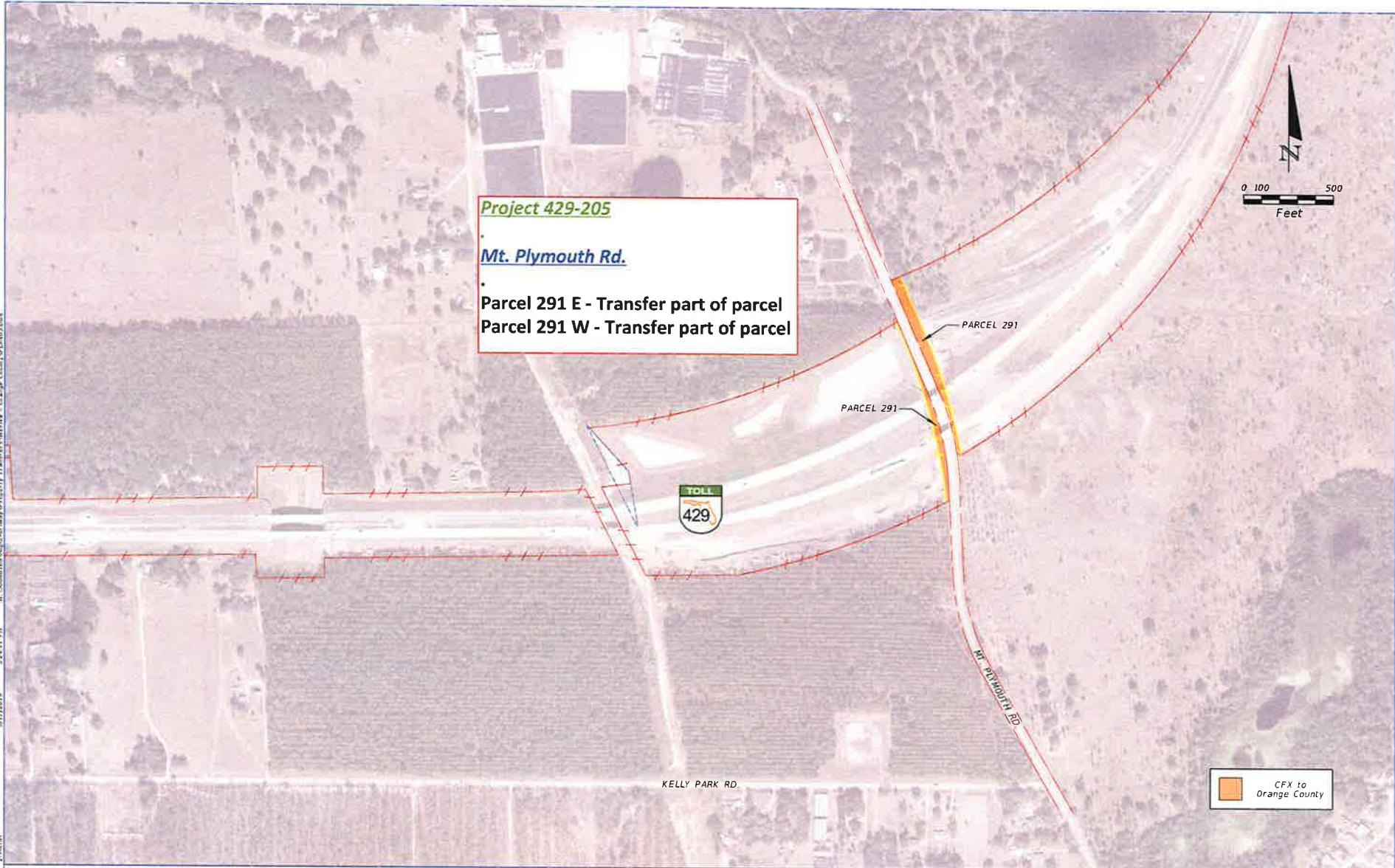
Project 429-204

- Ondich Rd.**
- Parcel 250 Transfer Part B ROW
- Parcel 252 Transfer Part B ROW
- Plymouth Sorrento Rd.**
- Parcels 258, 259, 260, 261, 262, 264, 265, 266, 275 Release
- Parcels 258, 259, 260, 261, 262, 264, 265, 266, 275 Transfer parcels and Establish new Limited Access lines.

5/17/2019 3:22:30 PM B:\00084858\Digital\map\Project429\Task\Task\MapArea - Orange County\PC\ADVANCE

REVISIONS		REVISIONS		Wekiva Parkway Right-of-Way		CENTRAL FLORIDA EXPRESSWAY AUTHORITY	Exhibit A4	SHEET NO. 4
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	PROJECT NO.			
				SR 429	202 - 205			

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REVISIONS		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION

Wekiva Parkway Right-of-Way	
SR 429	202 - 205



Exhibit A5

SHEET NO.
5

ATTACHMENT "D"

Resolution No. 2021-_____

S.R. 429, Project 429-202, 429-203, 429-204, 429-205

Portions of Parcels 132 Part C, 134 Part C, 156 Partial, 157 Partial, 158 Partial, 169 Part B, 869, 170, 185 Part B, 186 Part B, 188 Part B, 207 Partial, 228, 229, 230, 233, 250 Part B, 252 Part B, 258 Partial, 259 Partial, 260 Partial, 261 Partial, 262 Partial, 264 Partial, 265 Partial, 266 Partial, 275 Partial, and 291 Partial

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY 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

WHEREAS, the Central Florida Expressway (“CFX”), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “Expressway Facilities”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.*, of CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the “Row Manual”), which Row Manual provides for the disposal of real property unnecessary or unsuitable for CFX’s use; and

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

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

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

WHEREAS, CFX has adopted that certain Policy Regarding the Release of Limited Access Lines, Part 7 of the Row Manual, which provides for the release of limited access rights of CFX upon determination that the release would not result in the negative effects to CFX’s Expressway System; and

Portions of Parcels 132 Part C, 134 Part C, 156 Partial, 157 Partial, 158 Partial, 169 Part B, 869, 170, 185 Part B, 186 Part B, 188 Part B, 207 Partial, 228, 229, 230, 233, 250 Part B, 252 Part B, 258 Partial, 259 Partial, 260 Partial, 261 Partial, 262 Partial, 264 Partial, 265 Partial, 266 Partial, 275 Partial, and 291 Partial

WHEREAS, CFX staff and its General Engineering Consultant has examined the Expressway Facilities for State Road (“S.R.”) 429 and determined that the real property referred to as portions of Parcels 132 Part C, 134 Part C, 156 Partial, 157 Partial, 158 Partial, 169 Part B, 869, 170, 185 Part B, 186 Part B, 188 Part B, 207 Partial, 228, 229, 230, 233, 250 Part B, 252 Part B, 258 Partial, 259 Partial, 260 Partial, 261 Partial, 262 Partial, 264 Partial, 265 Partial, 266 Partial, 275 Partial, and 291 Partial, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (“CFX Parcels”) is not needed to support existing Expressway Facilities; and

WHEREAS, 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 would not impede or restrict the Expressway System; and

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

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

WHEREAS, Orange County, a charter county and political subdivision of the State of Florida (“County”), has requested a donation of the CFX Parcels from CFX to the County for public right-of-way purposes; and

WHEREAS, CFX’s Right of Way Committee has determined that the transfer of the CFX Parcels to the County for public right-of-way, in exchange for the County’s assumption of the continuing maintenance obligations associated with the CFX Parcels in accordance with the terms of the Right-of-way Transfer and Continuing Maintenance Agreement (“Agreement”) would be in the best interest of CFX and the public; and

WHEREAS, portions of the CFX Parcels are encumbered with limited access lines held by CFX as more particularly identified in **Exhibit “B”** attached hereto and incorporated herein by reference (“Existing L/A Lines”); and

WHEREAS, 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; and

WHEREAS, CFX's General Engineering Consultant has certified that the release of the Existing L/A Lines will not (1) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of the Expressway Facilities; (2) otherwise impair traffic

Portions of Parcels 132 Part C, 134 Part C, 156 Partial, 157 Partial, 158 Partial, 169 Part B, 869, 170, 185 Part B, 186 Part B, 188 Part B, 207 Partial, 228, 229, 230, 233, 250 Part B, 252 Part B, 258 Partial, 259 Partial, 260 Partial, 261 Partial, 262 Partial, 264 Partial, 265 Partial, 266 Partial, 275 Partial, and 291 Partial

operations or maintenance of any portion of the Expressway Facilities; or (3) otherwise be prohibited or in conflict with any laws, regulations, requirements, covenants, or agreements binding upon CFX, provided that the limited access lines are re-established in the deeds to the County prior to the release of the Existing L/A Lines; and

WHEREAS, CFX's Right of Way Committee has recommended that the CFX Parcels be donated to the County for public purposes, in accordance with CFX's Row Manual, except for the following conditions or modifications: (1) separate notice to the local government in which the CFX Parcels and Existing L/A Lines are located is not required; (2) conveyance will be via Quit Claim Deed, rather than Special Warranty Deed, subject to a deed restriction and right of reverter restricting the use of the CFX Parcels for public right-of-way, and (3) that the Existing L/A Lines will be released and re-established as set forth in the Agreement.

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

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

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

3. CFX hereby finds that it is in the interest of both CFX and the public to transfer the CFX Parcels to the County for public right-of-way in exchange for the County's assumption of the continuing maintenance obligations associated with the CFX Parcels in accordance with the terms of the Agreement.

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

5. CFX hereby declares that after the limited access lines are re-established in the deed to the County, the release of the Existing L/A Lines identified in **Exhibit "B"** will not (1) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of the Expressway Facilities, (2) otherwise impair traffic operations or maintenance

S.R. 429, Project 429-202, 429-203, 429-204, 429-205

Portions of Parcels 132 Part C, 134 Part C, 156 Partial, 157 Partial, 158 Partial, 169 Part B, 869, 170, 185 Part B, 186 Part B, 188 Part B, 207 Partial, 228, 229, 230, 233, 250 Part B, 252 Part B, 258 Partial, 259 Partial, 260 Partial, 261 Partial, 262 Partial, 264 Partial, 265 Partial, 266 Partial, 275 Partial, and 291 Partial

of any portion of the Expressway Facilities; or (3) otherwise be prohibited or in conflict with any laws, regulations, requirements, covenants, or agreements binding upon CFX.

6. CFX declares it is in the public interest to re-establish the locations of the limited access lines as set forth in the Agreement and then release the Existing L/A Lines, subject to compliance with the requirements of the Row Manual.

7. Accordingly, CFX hereby declares that the Existing L/A Lines may be released in accordance with the Row Manual, subject to the following conditions or modifications: (1) separate notice to the local government in which the Existing L/A Lines is located is not required; and (2) the Existing L/A Lines will not be released until the limited access lines are re-established in CFX's favor upon the recording of the deed to the County in accordance with the terms of the Agreement.

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

ADOPTED this _____ day of _____ 2021.

Buddy Dyer, Chairman

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

Approved as to form and legality for the exclusive use and reliance of CFX.

Diego "Woody" Rodriguez
General Counsel

EXHIBIT "A"
Legal Description of the CFX Parcels

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202 YOTHERS ROAD
PORTION OF PARCEL 132

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 132 PART C - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 806.33 FEET TO A POINT ON THE WEST LINE OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 170.02 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°10'54" EAST ALONG SAID NORTH LINE, A DISTANCE OF 29.51 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 15°09'30" EAST, A DISTANCE OF 175.47 FEET TO A POINT; THENCE SOUTH 89°10'54" WEST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO AFORESAID SOUTH LINE, A DISTANCE OF 75.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,911 SQUARE FEET, MORE OR LESS.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 132
PART C**



GEODATA CONSULTANTS, INC.

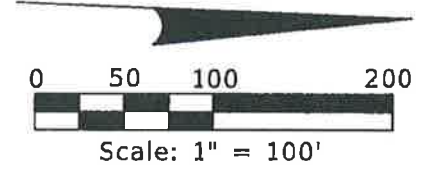
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401

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

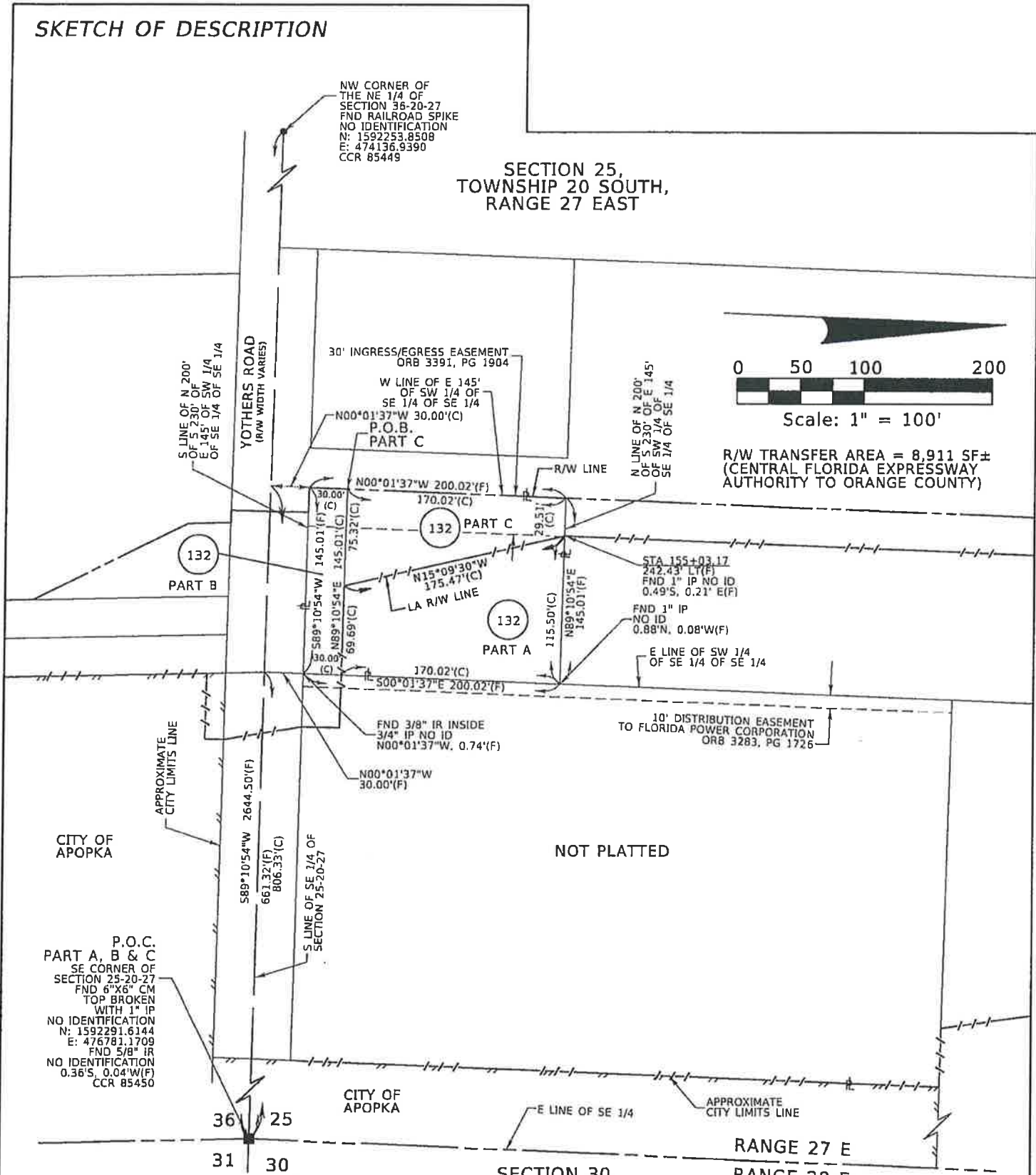
SKETCH OF DESCRIPTION

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

NW CORNER OF
THE NE 1/4 OF
SECTION 36-20-27
FND RAILROAD SPIKE
NO IDENTIFICATION
N: 1592253.8508
E: 474136.9390
CCR 85449



R/W TRANSFER AREA = 8,911 SF±
(CENTRAL FLORIDA EXPRESSWAY
AUTHORITY TO ORANGE COUNTY)



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

**SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

**RANGE 27 E
RANGE 28 E
SHEET 2 OF 3**

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 132
PART C**



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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	N:	= NORTHING
(F)	= FIELD	NO.	= NUMBER
CCR	= CERTIFIED CORNER RECORD	ORB	= OFFICIAL RECORDS BOOK
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	PL	= PROPERTY LINE
CM	= CONCRETE MONUMENT	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
ID	= IDENTIFICATION	RT	= RIGHT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	SF	= SQUARE FEET
LA	= LIMITED ACCESS	STA	= STATION
LT	= LEFT		

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 89°10'54" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED MARCH 20, 2013 (REVISED MARCH 28, 2013), FILE NO. 2037-2833242, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature] 8-12-2021
H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 132
PART C**



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202 YOTHERS ROAD
PORTION OF PARCEL 134

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 134 PART C - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH A 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 806.33 FEET TO A POINT ON THE WEST LINE OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°01'37" WEST ALONG SAID WEST LINE, A DISTANCE OF 230.02 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 200 FEET OF THE SOUTH 230 FEET OF THE EAST 145 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°01'37" WEST ALONG SAID WEST LINE A DISTANCE OF 438.48 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'41" EAST ALONG SAID NORTH LINE, A DISTANCE OF 29.51 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°01'37" EAST, A DISTANCE OF 438.44 FEET TO A POINT ON AFORESAID NORTH LINE OF THE NORTH 200 FEET; THENCE SOUTH 89°10'54" WEST ALONG SAID NORTH LINE, A DISTANCE OF 29.51 TO THE POINT OF BEGINNING.

CONTAINING 12,939 SQUARE FEET, MORE OR LESS.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 134
PART C**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

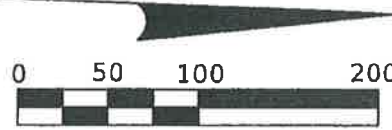
LAKE MARY, FLORIDA 32746

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

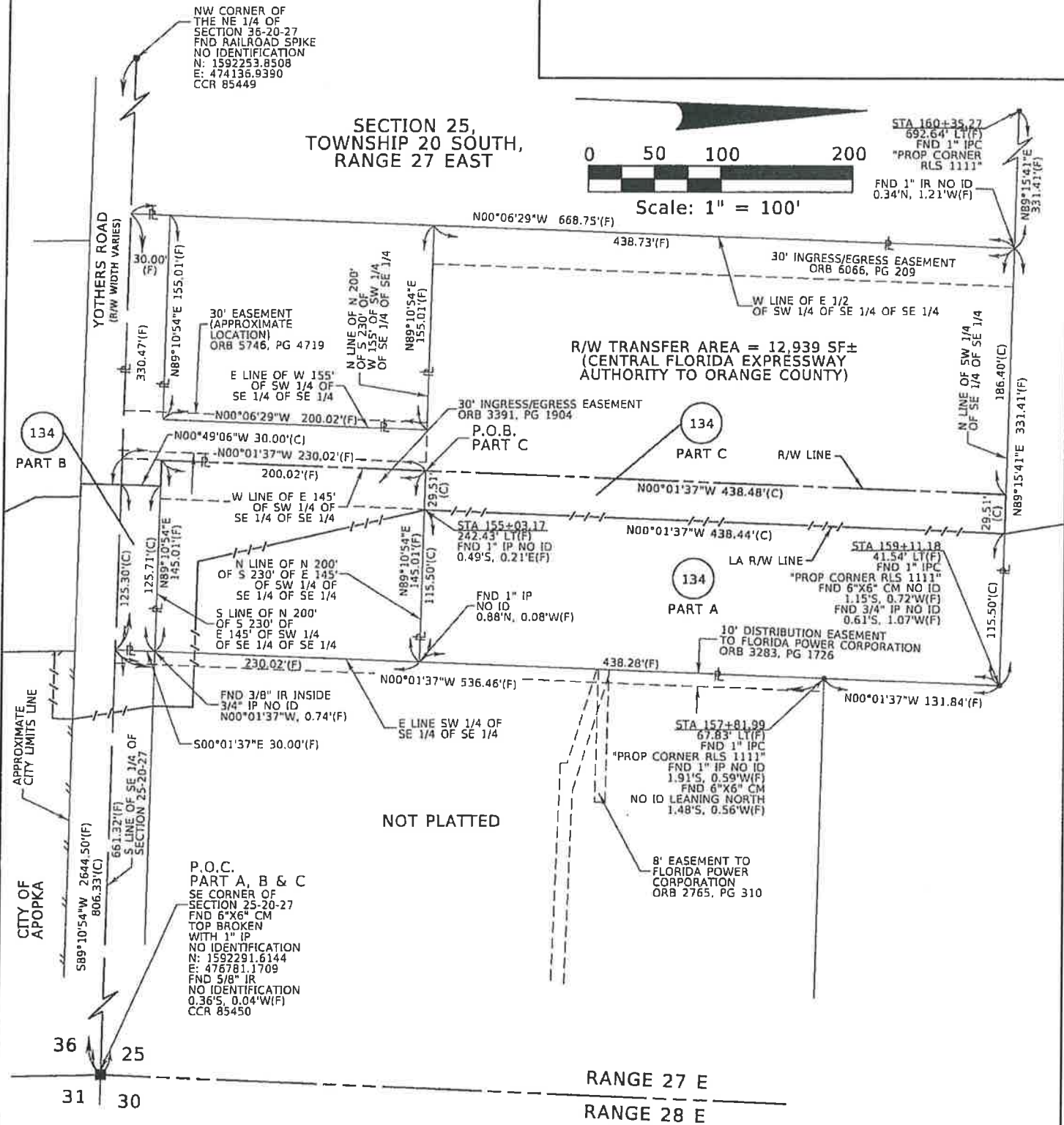
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**



Scale: 1" = 100'



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

**SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

SHEET 2 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 134
PART C**



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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(F)	= FIELD	LT	= LEFT
CCR	= CERTIFIED CORNER RECORD	N:	= NORTHING
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	NO.	= NUMBER
CM	= CONCRETE MONUMENT	ORB	= OFFICIAL RECORDS BOOK
E:	= EASTING	PL	= PROPERTY LINE
FND	= FOUND	PG	= PAGE
ID	= IDENTIFICATION	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
IPC	= IRON PIPE WITH CAP	RT	= RIGHT
IR	= IRON ROD	R/W	= RIGHT OF WAY
		SQ	= SQUARE
		STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 89°10'54" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED OCTOBER 23, 2012, FILE NO. 2037-2833255, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


H. Paul deVivero, Professional Land Surveyor No. 4990
8-12-2021
DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 134
PART C



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202 PONKAN ROAD
PORTION OF PARCEL 156

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE WITH NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 937.97 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°15'01" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTH 89°49'04" WEST ALONG SAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 73.55 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH RIGHT OF WAY EASEMENT LINE, RUN NORTH 00°09'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 55.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°49'04" EAST, 55.00 FEET NORTH OF AND PARALLEL TO AFORESAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 73.16 FEET; THENCE SOUTH 00°15'01" EAST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,034 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF NORTH LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 156

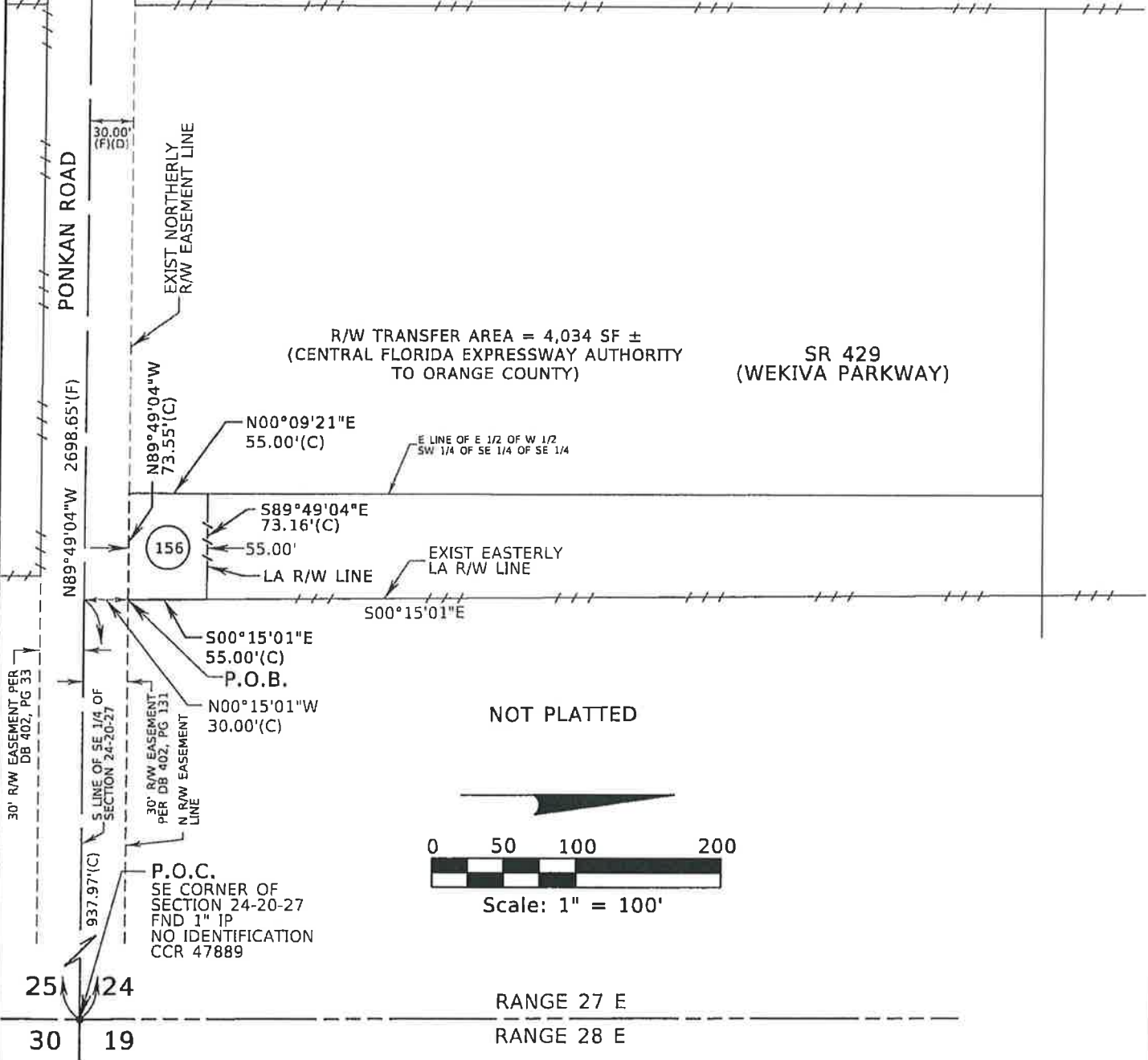


GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

NW CORNER OF
THE NE 1/4 OF
SECTION 25-20-27
FND 5/8" IR
NO IDENTIFICATION
IN WELL BOX
CCR 47888

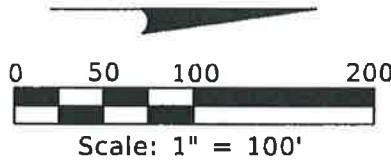
SECTION 24, TOWNSHIP 20 SOUTH,
RANGE 27 EAST



R/W TRANSFER AREA = 4,034 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

SR 429
(WEKIVA PARKWAY)

NOT PLATTED



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 156

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RT	= RIGHT
ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
IP	= IRON PIPE	SF	= SQUARE FEET
IR	= IRON ROD	SR	= STATE ROAD
IRC	= IRON ROD AND CAP	STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 89°49'04" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature] 8-12-2021
H. PAUL deVivero, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 156



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202 PONKAN ROAD
PORTION OF PARCEL 157

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE WITH NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1011.73 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°09'21" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°49'04" WEST ALONG SAID NORTH LINE, A DISTANCE OF 168.92 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°13'06" EAST ALONG SAID EAST LINE, A DISTANCE OF 55.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°49'04" EAST, 55.00 FEET NORTH OF AND PARALLEL TO AFORESAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 168.86 FEET TO THE INTERSECTION WITH THE AFORESAID EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 00°09'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,289 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF NORTH LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 157

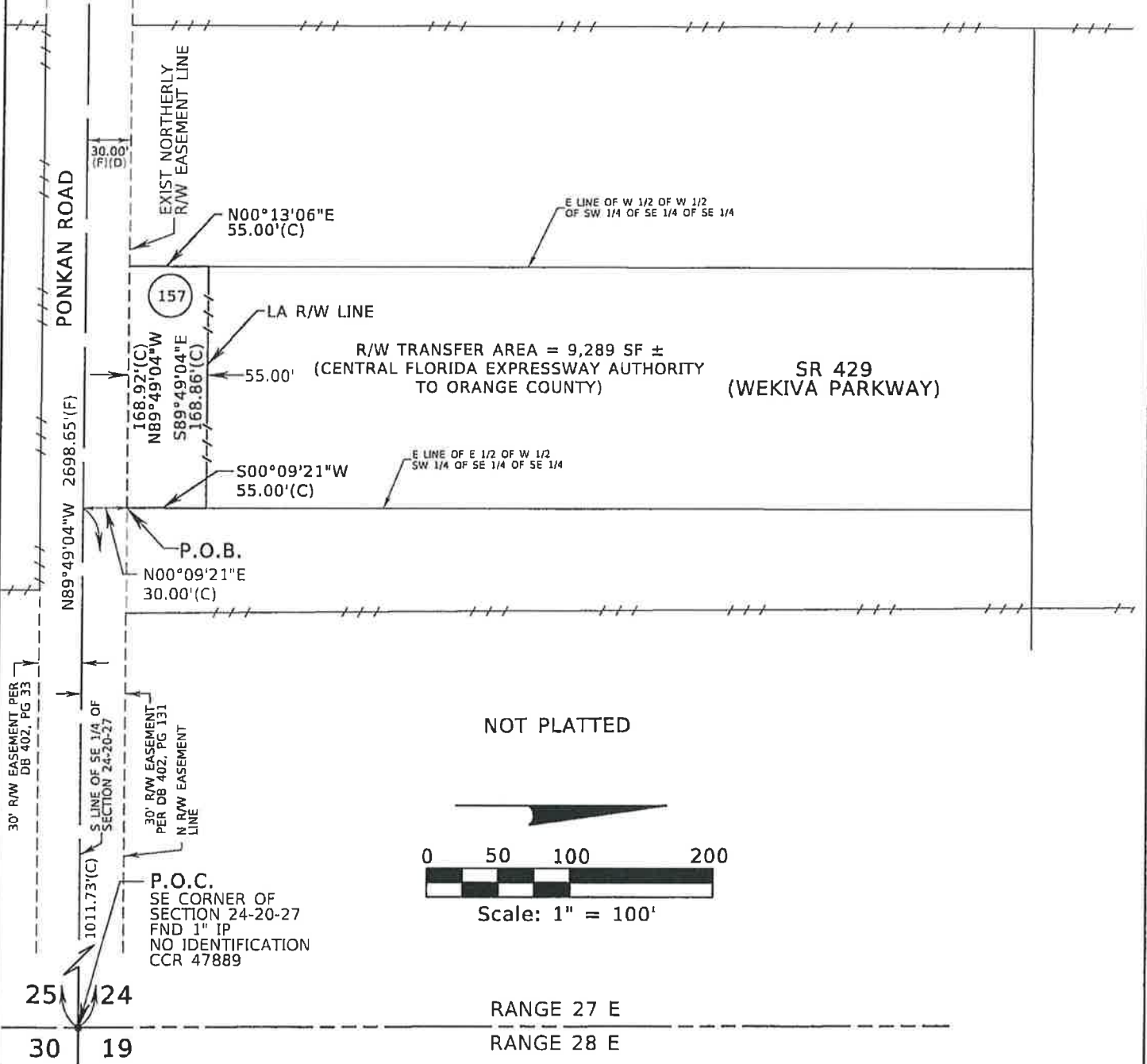


GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 240J
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

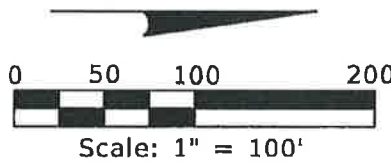
SKETCH OF DESCRIPTION

NW CORNER OF THE NE 1/4 OF SECTION 25-20-27 FND 5/8" IR NO IDENTIFICATION IN WELL BOX CCR 47888

SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST



NOT PLATTED




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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 157

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	ϕ	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RT	= RIGHT
ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
IP	= IRON PIPE	SF	= SQUARE FEET
IR	= IRON ROD	SR	= STATE ROAD
IRC	= IRON ROD AND CAP	STA	= STATION


GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 89°49'04" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

			<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p> <p style="text-align: right;"><i>[Signature]</i> 8-12-2021</p> <p style="text-align: right; font-size: small;">H. Paul deVivero, Professional Land Surveyor No. 4990 DATE</p>
REVISION	BY	DATE	

<p>FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY</p> <p>DATE: <u>OCTOBER 29, 2020</u></p> <p>PROJECT NO.: <u>D08-01</u></p> <p>DRAWN: <u>RTS</u> CHECKED: <u>RJH</u></p>	<p>STATE ROAD 429</p> <p>CFX PROJECT NO. 429-202</p> <p>PARCEL 157</p>	 <p>GEODATA CONSULTANTS, INC.</p> <p>SURVEYING & MAPPING</p> <p>1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556</p>
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202 PONKAN ROAD
PORTION OF PARCEL 158

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE WITH NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 1180.69 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°13'06" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°49'04" WEST ALONG SAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 168.52 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH RIGHT OF WAY EASEMENT LINE, RUN NORTH 00°14'39" EAST ALONG SAID WEST LINE, A DISTANCE OF 55.00 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°49'04" EAST, 55.00 FEET NORTH OF AND PARALLEL TO AFORESAID NORTH RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 168.49 FEET TO THE INTERSECTION WITH THE AFORESAID EAST LINE; THENCE SOUTH 00°13'06" WEST ALONG SAID EAST LINE, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,268 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF NORTH LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 158



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

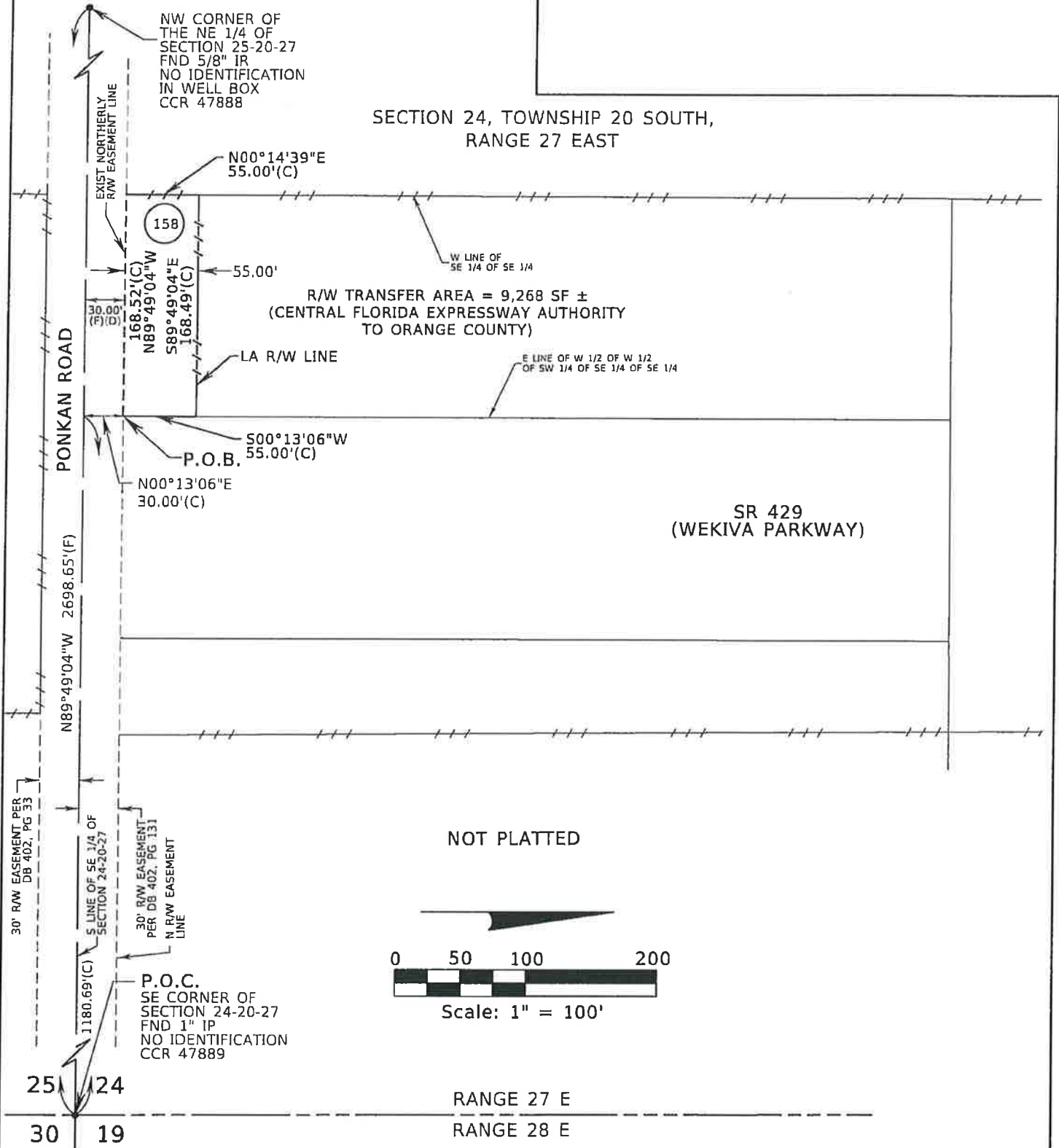
SUITE 2401

LAKE MARY, FLORIDA 32746

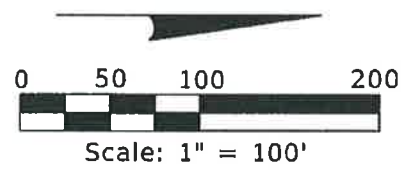
VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



NOT PLATTED




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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 158

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS


(C)	= CALCULATED	LA	= LIMITED ACCESS
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IR	= IRON ROD	SR	= STATE ROAD
IRC	= IRON ROD AND CAP	STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 89°49'04" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

			<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p>
REVISION	BY	DATE	 H. Paul deVivero, Professional Land Surveyor No. 4990
			8-12-2021 DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202
PARCEL 158

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

PROJECT NO. 429-203 - WEKIVA PARKWAY

PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY

ESTATE: FEE SIMPLE


LEGAL DESCRIPTION:

PARCEL 169 PART B

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1336.19 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'39" WEST ALONG SAID EAST LINE, A DISTANCE OF 661.57 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°39'52" WEST ALONG SAID NORTH LINE, A DISTANCE OF 610.06 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 10°42'43" WEST, A DISTANCE OF 166.85 FEET; THENCE SOUTH 00°22'55" WEST, A DISTANCE OF 495.78 FEET TO A POINT ON THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE SOUTH 89°50'02" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°22'55" EAST, A DISTANCE OF 659.46 FEET ALONG SAID WEST LINE TO A POINT ON AFORESAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°39'52" EAST, A DISTANCE OF 59.92 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINING 0.510 ACRES, MORE OR LESS

DATE	DECEMBER 10, 2013	 <p>CERTIFICATION OF AUTHORIZATION No. LB 1221 BOWYER SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664</p>	<p>SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.</p>	<p>PARCEL 169/869</p>
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE		<p>S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA</p>	SCALE: N/A
BSA PROJECT NO.	EA11-J1			SHEET 1 OF 3
REVISION	BY	DATE		

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 249

PROJECT NO. 429-203 - WEKIVA PARKWAY

PARCEL 869

PURPOSE: PERPETUAL EASEMENT


ESTATE: EASEMENT

LEGAL DESCRIPTION:

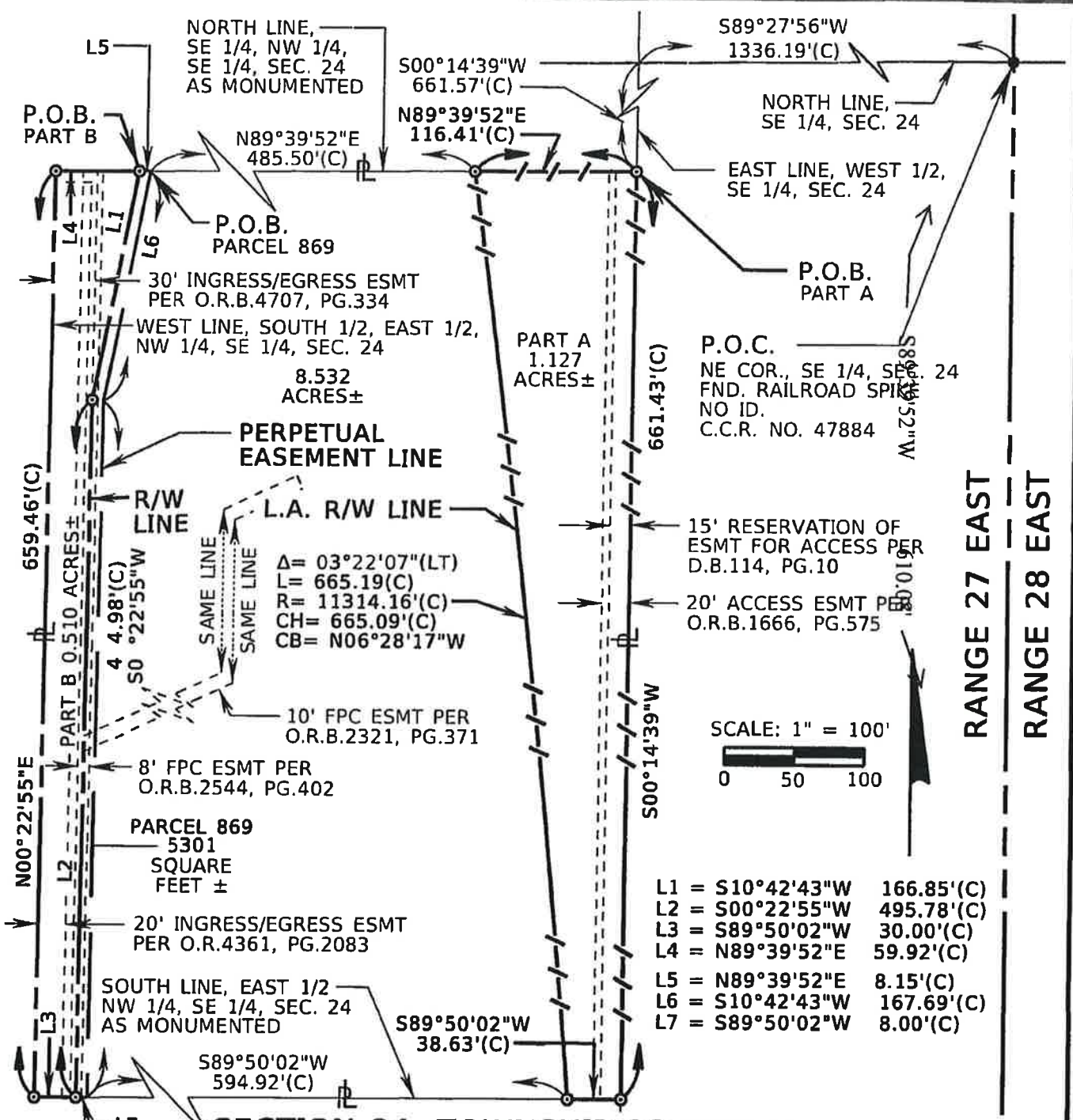
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1336.19 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'39" WEST ALONG SAID EAST LINE, A DISTANCE OF 661.57 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°39'52" WEST ALONG SAID NORTH LINE, A DISTANCE OF 601.91 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 10°42'43" WEST, A DISTANCE OF 167.69 FEET; THENCE SOUTH 00°22'55" WEST, A DISTANCE OF 494.98 FEET TO A POINT ON THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE SOUTH 89°50'02" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 8.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°22'55" EAST, A DISTANCE OF 495.78 FEET; THENCE NORTH 10°42'43" EAST, A DISTANCE OF 166.85 FEET TO A POINT ON AFORESAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°39'52" EAST ALONG SAID NORTH LINE, A DISTANCE OF 8.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 5301 SQUARE FEET, MORE OR LESS

DATE	DECEMBER 10, 2013	 <p>CERTIFICATION OF AUTHORIZATION No. LB 3221 BOWYER SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664</p>	<p>SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.</p> <p>S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA</p>	<p>PARCEL 169/869</p>
DRAWN BY	M.ROLLINS			SCALE: N/A
CHECKED BY	S.WARE			
BSA PROJECT NO.	EA11-J1			
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 24-20-27, BEING S89°27'56"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



- L1 = S10°42'43"W 166.85'(C)
- L2 = S00°22'55"W 495.78'(C)
- L3 = S89°50'02"W 30.00'(C)
- L4 = N89°39'52"E 59.92'(C)
- L5 = N89°39'52"E 8.15'(C)
- L6 = S10°42'43"W 167.69'(C)
- L7 = S89°50'02"W 8.00'(C)

SECTION 24, TOWNSHIP 20 SOUTH PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William E. Byrd 12/12/13
WILLIAM E. BYRD, P.S.M. DATE
LICENSE NUMBER 5442

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

CERTIFICATION OF AUTHORIZATION No. LS 1221

BS BOWYER SINGLETON

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8864

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 169/869

SCALE: 1"=100'

SHEET 3 OF 3

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT NO. 429-203 - WEKIVA PARKWAY
 PARCEL 170

PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 2004.61 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°22'55" WEST ALONG SAID EAST LINE, A DISTANCE OF 659.26 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°22'55" WEST ALONG SAID EAST LINE, A DISTANCE OF 659.46 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°50'02" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°22'55" EAST, A DISTANCE OF 659.37 FEET TO A POINT ON AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°39'52" EAST ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19782 SQUARE FEET, MORE OR LESS


NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2935457 DATED 03/28/2013.

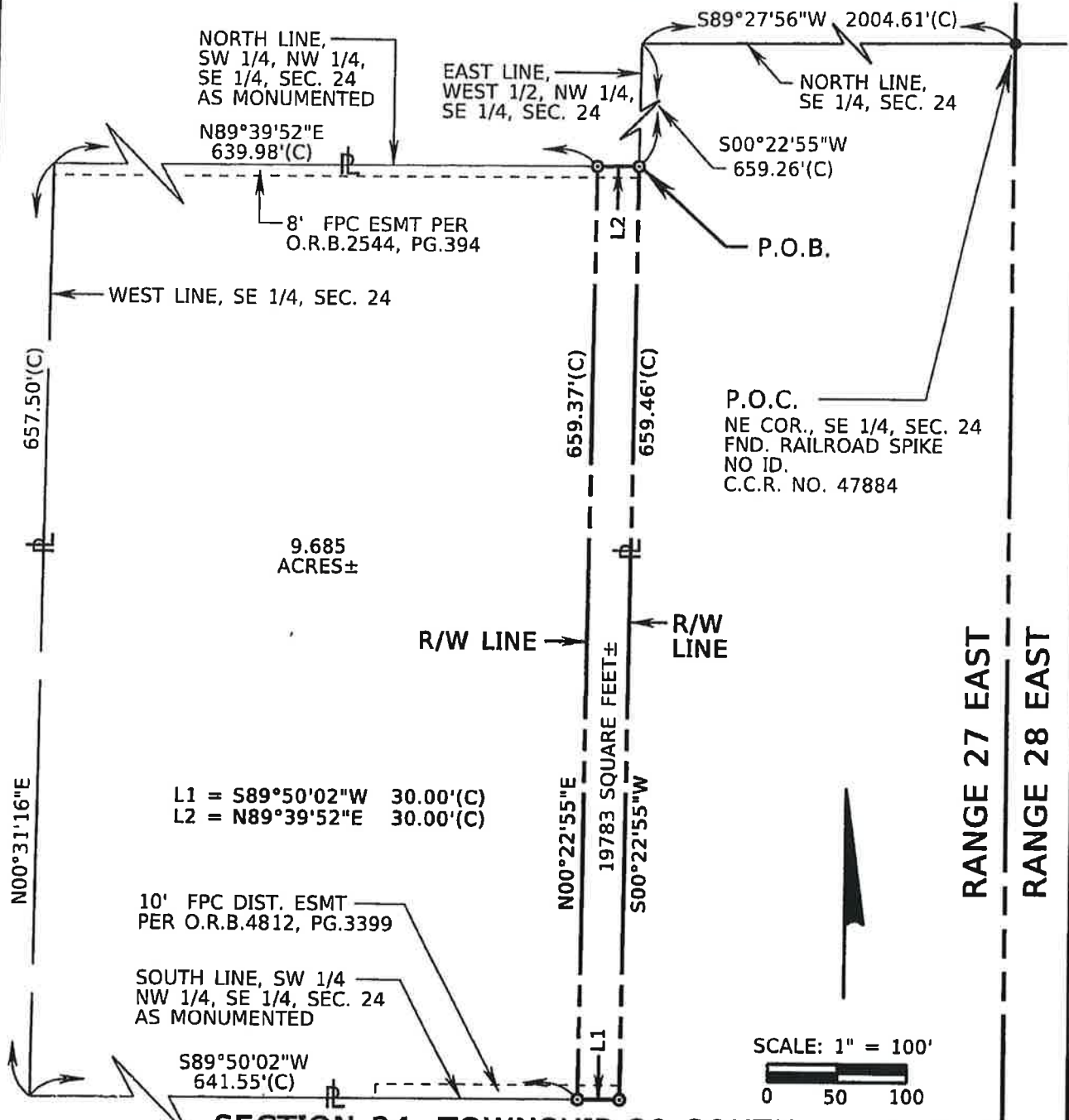
Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.

LEGEND & ABBREVIATIONS

CB = CHORD BEARING	ID. = IDENTIFICATION	P.I. = POINT OF INTERSECTION	(N) = RADIAL
C.C.R. = CERTIFIED CORNER RECORD	LR. = IRON ROD	P.O.B. = POINT OF BEGINNING	SEC = SECTION
CH = CHORD LENGTH	L. = ARC LENGTH	P.O.C. = POINT OF COMMENCEMENT	TITF = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
COR. = CORNER	LA. = LIMITED ACCESS	PROJ. = PROJECT	W = WITH
(C) = CALCULATED DISTANCE	LB = LICENSED SURVEY BUSINESS	P.T. = POINT OF TANGENCY	PLAT = PLAT
D.B. = DEED BOOK	LT = LEFT	(P) = PLAT	R = RADIUS
ESMT = EASEMENT	NO. = NUMBER	R.B.M. = ROAD BOND MAP	RT = RIGHT
EXIST. = EXISTING	O.R.B. = OFFICIAL RECORDS BOOK	RT = RIGHT	R/W = RIGHT OF WAY
FND. = FOUND	P.C. = POINT OF CURVATURE	PG./PGS. = PAGE / PAGES	
FPC = FLORIDA POWER CORPORATION			
(F) = FIELD DISTANCE			

DATE	NOVEMBER 3, 2013		SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 170
DRAWN BY	MR. ROL WIS			
CHECKED BY	SWA RE	520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
BSA PROJECT NO.	EA11-11			SHEET 1 OF 2
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 24-20-27, BEING S89°27'56"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



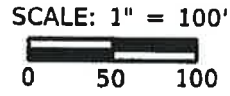
L1 = S89°50'02"W 30.00'(C)
 L2 = N89°39'52"E 30.00'(C)

10' FPC DIST. ESMT PER O.R.B.4812, PG.3399

SOUTH LINE, SW 1/4 NW 1/4, SE 1/4, SEC. 24 AS MONUMENTED

S89°50'02"W 641.55'(C)

P.O.C. NE COR., SE 1/4, SEC. 24 FND. RAILROAD SPIKE NO ID. C.C.R. NO. 47884



SECTION 24, TOWNSHIP 20 SOUTH PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William S. Byrd 11/26/13
 WILLIAM S. BYRD, P.S.M. DATE
 LICENSE NUMBER 5442

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

CERTIFICATION OF AUTHORIZATION No. LB 1221

BS BOWYER SINGLETON

520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801
 (407) 843-5120
 FAX 407-549-8664

SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL 170

SCALE: 1"=100'

SHEET 2 OF 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 WEKIVA PARKWAY - PROJECT NO. 429-203
 RIGHT OF WAY
 ESTATE: FEE SIMPLE


LEGAL DESCRIPTION:

Parcel 185
 PART B

A PARCEL OF LAND LOCATED IN THE OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAIL ROAD SPIKE WITH NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1336.19 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00° 14' 39" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24 AS MONUMENTED AND OCCUPIED, A DISTANCE OF 661.57 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89° 39' 52" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 610.06 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 39' 52" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 59.92 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00° 22' 55" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED, A DISTANCE OF 659.26 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE RUN NORTH 00° 25' 20" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED, A DISTANCE OF 663.85 FEET TO THE NORTHWEST CORNER THEREOF; THENCE DEPARTING SAID WEST LINE RUN NORTH 89° 15' 16" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 112.21 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, A CHORD DISTANCE OF 48.53 FEET AND A CHORD BEARING OF SOUTH 45°32'32" EAST; THENCE DEPARTING SAID NORTH LINE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°39'55", A DISTANCE OF 48.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, A CHORD DISTANCE OF 243.37 FEET AND A CHORD BEARING OF SOUTH 26°06'57" EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°31'05", A DISTANCE OF 251.76 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°21'25" EAST, A DISTANCE OF 127.69 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 280.00 FEET, A CHORD DISTANCE OF 243.35 FEET AND A CHORD BEARING OF SOUTH 25°24'00" WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°30'50", A DISTANCE OF 251.74 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 51°09'25" WEST, A DISTANCE OF 18.01 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, A CHORD DISTANCE OF 188.61 FEET AND A CHORD BEARING OF SOUTH 25°46'27" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°45'56", A DISTANCE OF 194.93 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°23'28" WEST, A DISTANCE OF 543.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.2270 ACRES, MORE OR LESS.

DATE	SEPTEMBER 23, 2013	 <p>CERTIFICATION OF AUTHORIZATION No. 18 1331</p> <p>BOWYER SINGLETON</p> <p>520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664</p>	<p>SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.</p>	<p>PARCEL 185 PART B</p>		
DRAWN BY	M.ROLLINS				<p>S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA</p>	SCALE: N/A
CHECKED BY	S.WARE		<p>REVISION</p>	<p>BY</p>		<p>DATE</p>
BSA PROJECT NO.	EA11-11					

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SEC. 24-20-27, BEING S89°27'56"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

NW COR., SE 1/4, SW 1/4, NE 1/4, SEC. 24

N89°15'16"E
112.21'(C)

SCALE: 1" = 200'



WEST LINE, SE 1/4, SW 1/4, NE 1/4, SEC. 24 AS MONUMENTED

SW COR., SE 1/4, SW 1/4, NE 1/4, SEC. 24

WEST LINE, NE 1/4, NW 1/4, SE 1/4, SEC. 24 AS MONUMENTED

WEST LINE, NE 1/4, NW 1/4, SE 1/4, SEC. 24 AS MONUMENTED

663.85'(C)

N00°25'20"E

N00°22'55"E

N00°23'28"W

R/W LINE

PART B 4.227 ACRES±

543.03'

500°23'28"W

C1

C2

C3

C4

15' RESERVATION OF ESMT FOR ACCESS PER D.B.114, PG.10

S00°21'25"E 127.69'(C)

S51°09'25"W 18.01'(C)

S00°23'28"W

L.A. R/W LINE

SE COR., SE 1/4, SW 1/4, NE 1/4, SEC. 24

EAST LINE, NE 1/4, NW 1/4, SE 1/4, SEC. 24 AS MONUMENTED

SOUTH LINE, NE 1/4, NW 1/4, SE 1/4, SEC. 24

P.O.C. SE COR., SE 1/4, NE 1/4, SEC. 24 FND. RAIL ROAD SPIKE, NO ID. C.C.R. NO. 47884

1336.19'(C) S89°27'56"W

SOUTH LINE, NE 1/4, NW 1/4, SE 1/4, SEC. 24

610.06'(C) S89°39'52"W

EAST LINE, SE 1/4, SW 1/4, NE 1/4, SEC. 24 AS MONUMENTED

P.O.C. SE COR., SE 1/4, NE 1/4, SEC. 24 FND. RAIL ROAD SPIKE, NO ID. C.C.R. NO. 47884

661.57'(C) S00°14'39"W

SE COR., NE 1/4, NW 1/4, SE 1/4, SEC.24

RANGE 27 EAST

RANGE 28 EAST

SE COR., NE 1/4, NW 1/4, SE 1/4, SEC.24

SE COR., NE 1/4, NW 1/4, SE 1/4, SEC.24

PART A SEE SHEET 4

20' NON-EXCLUSIVE ESMT FOR ACCESS PER O.R.B.1666, PG.575

661.57'(C) S00°14'39"W

SE COR., NE 1/4, NW 1/4, SE 1/4, SEC.24

CURVE C1

CURVE C2

CURVE C3

CURVE C4

Δ= 12°39'55"(LT)

Δ= 51°31'05"(RT)

Δ= 51°30'50"(RT)

Δ= 50°45'56"(LT)

L= 48.63'(C)

L= 251.76'(C)

L= 251.74'(C)

L= 194.93'(C)

R= 220.00'(C)

R= 280.00'(C)

R= 280.00'(C)

R= 220.00'(C)

CH= 48.53'(C)

CH= 243.37'(C)

CH= 243.35'(C)

CH= 188.61'(C)

CB= S45°32'32"E

CB= S26°06'57"E

CB= S25°24'00"W

CB= S25°46'27"W

SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 72.027, FLORIDA STATUTES.

WILLIAM E. BYRDE, S.J. LICENSE NUMBER 5442 DATE 0/23/2013

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

CERTIFICATION OF AUTHORIZATION No. 18 1221



SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA

PARCEL 185 PART B

SCALE: 1"=200'

SHEET 2 OF 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT NO. 429-203 - WEKIVA PARKWAY
 PURPOSE: RIGHT OF WAY TRANSFER TO
 ORANGE COUNTY
 ESTATE: FEE SIMPLE

PARCEL NO. 186 PART B

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT A FOUND 1/2" IRON ROD WITH NO IDENTIFICATION IN A WELL BOX MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 88°41'17" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1325.20 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°16'44" WEST ALONG THE EAST LINE OF SAID WEST HALF, A DISTANCE OF 1333.18 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°03'02" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 595.96 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 11314.16 FEET, A CHORD DISTANCE OF 123.76 FEET AND A CHORD BEARING OF SOUTH 18°11'08" EAST; THENCE DEPARTING SAID NORTH LINE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°37'36", A DISTANCE OF 123.76 FEET; THENCE DEPARTING SAID CURVE RUN SOUTH 56°47'32" WEST, A DISTANCE OF 59.58 FEET; THENCE SOUTH 00°01'58" WEST, A DISTANCE OF 374.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 220.00 FEET, A CHORD DISTANCE OF 147.75 FEET AND A CHORD BEARING OF SOUTH 19°35'19" EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°14'33", A DISTANCE OF 150.68 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AS MONUMENTED & OCCUPIED; THENCE DEPARTING SAID CURVE RUN SOUTH 89°15'16" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 112.21 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°22'58" EAST ALONG SAID WEST LINE AS MONUMENTED AND OCCUPIED, A DISTANCE OF 663.78 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°03'02" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 69.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.075 ACRES, MORE OR LESS.

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

LEGEND & ABBREVIATIONS

- | | | | |
|----------------------------------|--------------------------------|--------------------------------|----------------------------------|
| CB = CHORD BEARING | ID. = IDENTIFICATION | P.I. = POINT OF INTERSECTION | (R) = RADIAL |
| C.C.R. = CERTIFIED CORNER RECORD | I.R. = IRON ROD | P.O.B. = POINT OF BEGINNING | SEC. = SECTION |
| CH = CHORD LENGTH | L. = ARC LENGTH | P.O.C. = POINT OF COMMENCEMENT | TITF. = TRUSTEES OF THE INTERNAL |
| COR. = CORNER | L.A. = LIMITED ACCESS | PROJ. = PROJECT | IMPROVEMENT TRUST FUND |
| (C) = CALCULATED DISTANCE | LB. = LICENSED SURVEY BUSINESS | P.T. = POINT OF TANGENCY | W/ = WITH |
| D.B. = DEED BOOK | LT. = LEFT | (P) = PLAT | — = PROPERTY LINE |
| ESMT. = EASEMENT | NO. = NUMBER | R. = RADIUS | — = SAME PROPERTY OWNER |
| EXIST. = EXISTING | O.R.B. = OFFICIAL RECORDS BOOK | R.B.M. = ROAD BOND MAP | Δ = DELTA (CENTRAL ANGLE) |
| FND. = FOUND | P.C. = POINT OF CURVATURE | RT. = RIGHT | — = CHANGE IN DIRECTION |
| FPC = FLORIDA POWER CORPORATION | PG./PGS. = PAGE / PAGES | R/W. = RIGHT OF WAY | — = LIMITED ACCESS R/W LINE |
| (F) = FIELD DISTANCE | | | --- = R/W LINE |

DATE	NOVEMBER 18, 2013	CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY. S.R. 429 (WEKIVA PARKWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 186 PART B
DRAWN BY	M.ROLLINS			SCALE: N/A
CHECKED BY	S.WARE			
DEWBERRY PROJECT NO	EA11-J1			
UPDATE I/A	J.MUNRO 08/12/2019			
REVISION	BY DATE			

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 24-20-27, BEING $S88^{\circ}41'17''W$, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

CURVE C1
 $\Delta = 00^{\circ}37'36''(RT)$
 $L = 123.76'(C)$
 $R = 11314.16'(C)$
 $CH = 123.76'(C)$
 $CB = S18^{\circ}11'08''E$

CURVE C2
 $\Delta = 39^{\circ}14'33''(LT)$
 $L = 150.68'(C)$
 $R = 220.00'(C)$
 $CH = 147.75'(C)$
 $CB = S19^{\circ}35'19''E$

NORTH LINE, NE 1/4, SEC. 24

13 18

1325.20'(C)
 $S88^{\circ}41'17''W$

24 19

NE COR., WEST 1/2, NE 1/4, SEC. 24

P.O.C. NE COR. NE 1/4, SEC. 24
 FND. 1/2" I.R. NO ID., IN WELL BOX C.C.R. NO. 41736

INGRESS/EGRESS ESMT PER O.R.B.5585, PG.3027

EAST LINE, WEST 1/2, NE 1/4, SEC. 24

NW COR., NE 1/4, SW 1/4, NE 1/4, SEC. 24

$N89^{\circ}03'02''E$
 69.68'(C)

P.O.B. PART B

$S89^{\circ}03'02''W$ 595.96'(C)

$S00^{\circ}16'44''W$
 1333.18'(C)

NE COR., NE 1/4, SW 1/4, NE 1/4, SEC. 24

RANGE 27 EAST

RANGE 28 EAST

NORTH LINE, NE 1/4, SW 1/4, NE 1/4, SEC. 24

R/W LINE

L.A. R/W LINE

$S56^{\circ}47'32''W$
 59.58'(C)

8' FPC UTILITY ESMT (4' EACH SIDE EXIST. FACILITIES) PER O.R.B.1711, PG.688

EAST LINE, NE 1/4, SW 1/4, NE 1/4, SEC. 24

20' NON-EXCLUSIVE INGRESS/EGRESS ACCESS ESMT PER O.R.B.5585, PG.3027

WEST LINE, NE 1/4, SW 1/4, NE 1/4, SEC. 24 AS MONUMENTED

663.78'(C)

1.075 ACRES ±

$S00^{\circ}01'58''W$
 374.05'(C)

L.A. R/W LINE

15' RESERVATION OF ESMT FOR ACCESS PER D.B.114, PG.10 AND O.R.B.1666, PG.575

10' FPC DISTRIBUTION ESMT (5' EACH SIDE EXIST. FACILITIES) PER O.R.B.5638, PG.2915

SCALE: 1" = 200'



SW COR., NE 1/4, SW 1/4, NE 1/4, SEC. 24

$S89^{\circ}15'16''W$
 112.21'(C)

SOUTH LINE, NE 1/4, SW 1/4, NE 1/4, SEC. 24 AS MONUMENTED

8' FPC UTILITY ESMT PER O.R.B.2711, PG.1150

20' NON-EXCLUSIVE INGRESS/EGRESS ACCESS ESMT PER O.R.B.5585, PG.3027

SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 31-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES

William E. Byrd 8/12/2019
 WILLIAM E. BYRD, P.S.
 LICENSE NUMBER 5442 DATE

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

CERTIFICATION OF AUTHORIZATION No. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-849-8664

SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA

PARCEL 186 PART B

SCALE: 1"=200'

SHEET 2 OF 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429

PROJECT NO. 429-203 - WEKIVA PARKWAY
PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:


PARCEL NO. 188 PART B

A PARCEL OF LAND LOCATED IN THE SOUTHEAST OF THE NORTHWEST OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

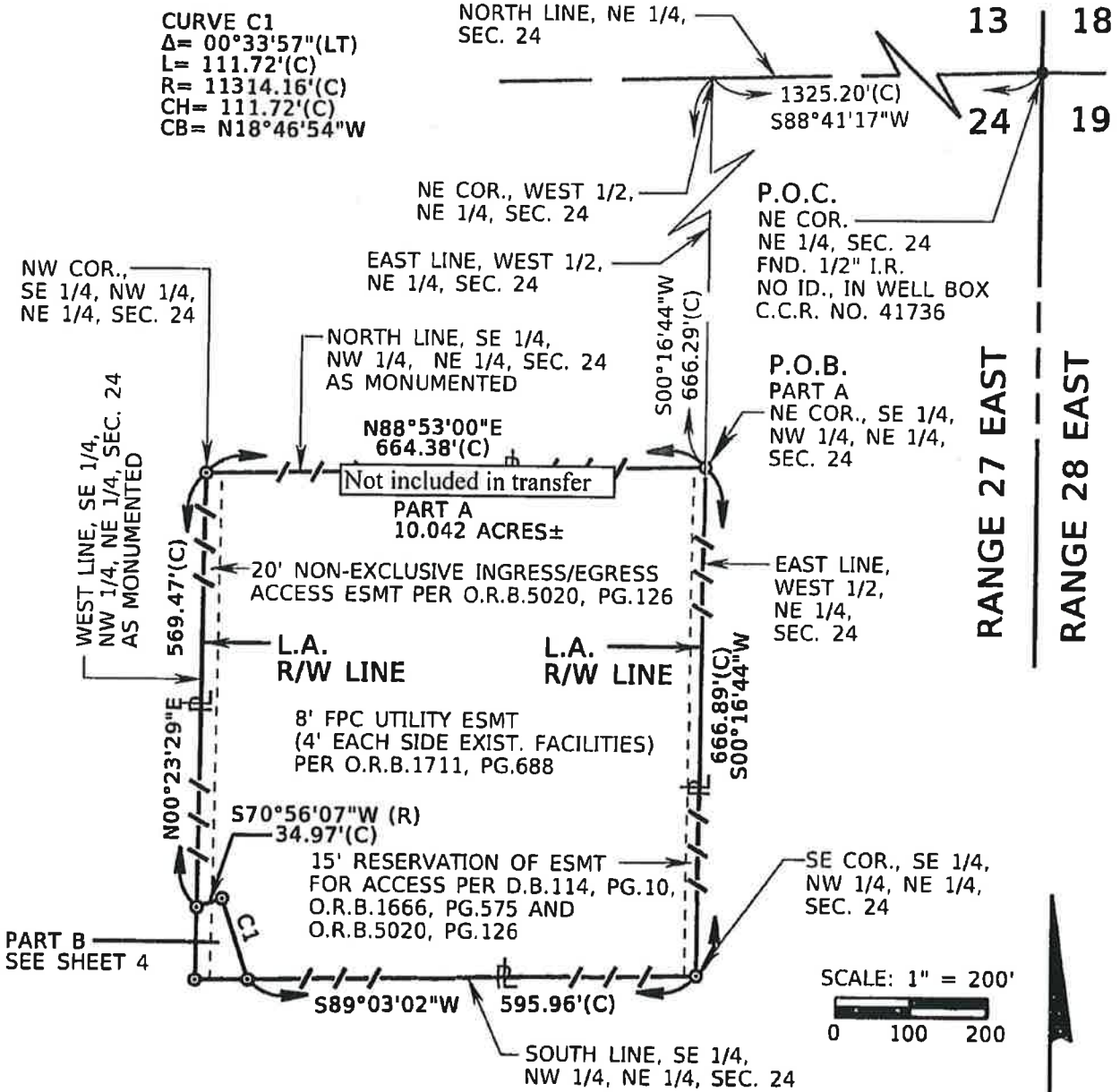
COMMENCE AT A FOUND 1/2" IRON ROD WITH NO IDENTIFICATION IN A WELL BOX MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 88° 41' 17" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1325.20 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00° 16' 44" WEST ALONG THE EAST LINE OF SAID WEST HALF, A DISTANCE OF 1333.18 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89° 03' 02" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 595.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 03' 02" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 69.68 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00° 23' 29" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED, A DISTANCE OF 95.51 FEET; THENCE DEPARTING SAID WEST LINE RUN ALONG A RADIAL BEARING OF NORTH 70° 56' 07" EAST, A DISTANCE OF 34.97 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 11314.16 FEET, A CHORD DISTANCE OF 111.72 FEET AND A CHORD BEARING OF SOUTH 18° 46' 54" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 33' 57", A DISTANCE OF 111.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 5290 SQUARE FEET, MORE OR LESS

Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and the property of the prior authority.

DATE	SEPTEMBER 23, 2013		SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 188 PART B
DRAWN BY	N.ROLLINS			
CHECKED BY	S.WARE			SCALE: N/A
BSA PROJECT NO.	EA11-11		S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SHEET 1 OF 3
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 24-20-27, BEING S88°41'17"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

DATE	SEPTEMBER 23, 2013
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
BSA PROJECT NO.	EA11-11
REVISION	BY DATE

CERTIFICATION OF AUTHORIZATION No. LB 1221

BOWLER SINGLETON
 520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801
 (407) 843-5120
 FAX 407-649-8664

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

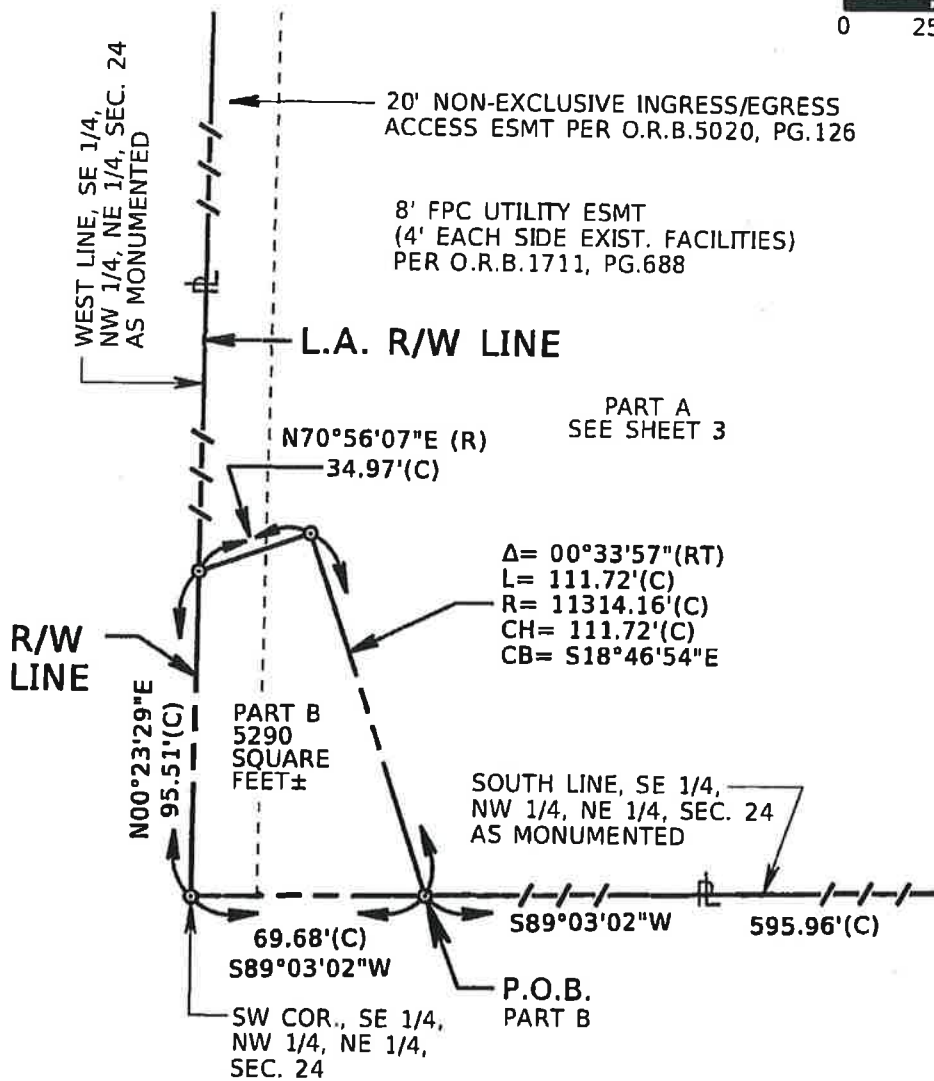
PARCEL 188 PART B

SCALE: 1"=200'

SHEET 2 OF 3

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 24-20-27, BEING S88°41'17"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

SCALE: 1" = 50'
 0 25 50



SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William E. Byrd 2/23/2013
 WILLIAM E. BYRD, P.E., F.S.
 LICENSE NUMBER 5972 DATE

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

CERTIFICATION OF AUTHORIZATION No. LB 1221



520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801
 (407) 843-5120
 FAX 407-649-8664

SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 188 PART B

SCALE: 1"=50'

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT NO. 429-203
 PARCEL 207 (PARTIAL)
 PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:


A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5/8" IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD 429, PROJECT NUMBER 429-203; THENCE NORTH 88°20'47" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2669.57 FEET TO ITS INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°09'11" WEST ALONG SAID WEST LINE, A DISTANCE OF 31.78 FEET TO ITS INTERSECTION WITH THE EXISTING SOUTH RIGHT OF WAY LINE OF KELLY PARK ROAD AS SHOWN ON SAID RIGHT OF WAY MAP FOR THE POINT OF BEGINNING; SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD DISTANCE OF 28.72 FEET AND A CHORD BEARING OF SOUTH 34°54'30" EAST; THENCE DEPARTING SAID WEST LINE, FROM A TANGENT BEARING OF SOUTH 69°58'12" EAST, RUN SOUTHERLY ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°07'23", A DISTANCE OF 30.60 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF SAID COUNTY ROAD 437 AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NUMBER 62; THENCE SOUTH 00°09'11" WEST ALONG SAID WEST LINE, A DISTANCE OF 605.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 88°34'31" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 16.51 FEET TO A POINT ON AFORESAID EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°09'11" EAST ALONG SAID EXISTING WEST RIGHT OF WAY LINE, A DISTANCE OF 629.80 FEET TO THE POINT OF BEGINNING.

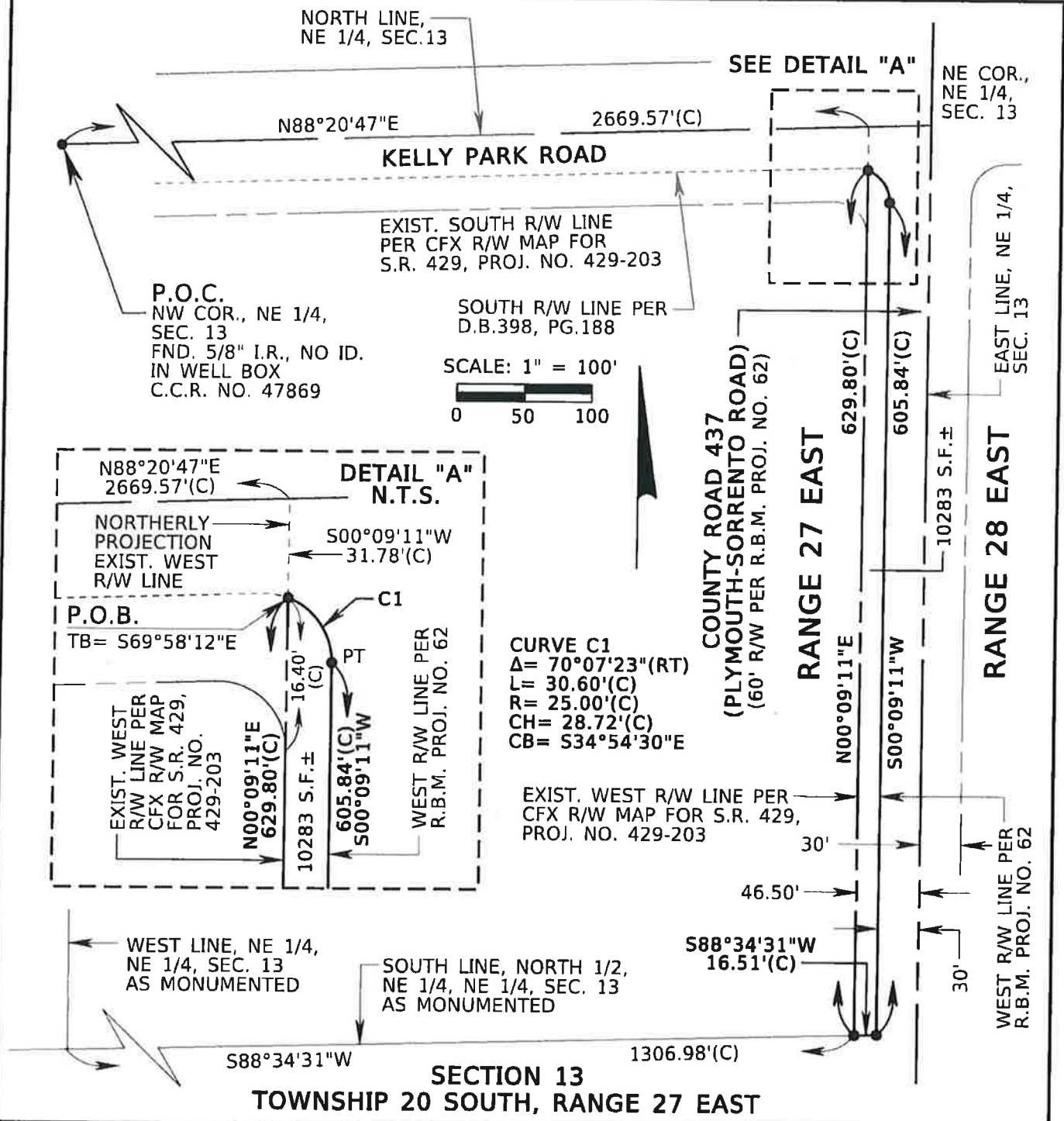
CONTAINING 10283 SQUARE FEET, MORE OR LESS

LEGEND & ABBREVIATIONS

Δ = DELTA (CENTRAL ANGLE)	C.C.R. = CERTIFIED CORNER RECORD	L = LENGTH OF CURVE	PROJ. = PROJECT
(C) = CALCULATED DATA	D.B. = DEED BOOK	LB = LICENSED SURVEY BUSINESS	PT = POINT OF TANGENCY
CB = CHORD BEARING	EXIST. = EXISTING	NO. = NUMBER	R = RADIUS
CH = CHORD DISTANCE	FND. = FOUND	N.T.S. = NOT TO SCALE	R.W. = RIGHT OF WAY
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ID. = IDENTIFICATION	PG./PGS. = PAGE / PAGES	R.B.M. = ROAD BOND MAP
COR. = CORNER	I.R. = IRON ROD	P.O.B. = POINT OF BEGINNING	SEC. = SECTION
		P.O.C. = POINT OF COMMENCEMENT	S.R. = STATE ROAD
			T.B. = TANGENT BEARING

DATE	JULY 2, 2019	CERTIFICATION OF AUTHORIZATION No. LB 8011  800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) STATE ROAD 429 CFX PROJECT NO. 429-203	PARCEL 207 PARTIAL SCALE: N/A
DRAWN BY	J MUNRO			
CHECKED BY	S WARE			
DEWBERRY PROJECT NO.	5 088223			
REVISION	BY	DATE		SHEET 1 OF 2

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

SHEILA A. WARE, P 5 M DATE
LICENSE NUMBER 5529

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

CERTIFICATION OF AUTHORIZATION No. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

STATE ROAD 429
CFX PROJECT NO. 429-203

PARCEL 207
PARTIAL

SCALE: 1"=100'

SHEET 2 OF 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT NO. 429-203 - WEKIVA PARKWAY -
 Parcel 228
 PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" IRON PIPE WITH CAP STAMPED "1263" IN WELL BOX MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 00°09'57" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 12, A DISTANCE OF 231.24 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°26'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 25.30 FEET TO ITS INTERSECTION WITH THE EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) PER ROAD BOND MAP PROJECT NO. 62 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 00°05'41" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 157.14 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD DISTANCE OF 34.81 FEET AND A CHORD BEARING OF SOUTH 44°13'30" WEST; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°15'38", A DISTANCE OF 38.51 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING ON THE EXISTING NORTH RIGHT OF WAY LINE OF KELLY PARK ROAD PER ROAD BOND MAP PROJECT NO. 49-E; THENCE SOUTH 88°21'18" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 32.79 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN NORTH 33°28'09" EAST, A DISTANCE OF 38.20 FEET; THENCE NORTH 00°05'41" EAST, A DISTANCE OF 150.18 FEET TO A POINT ON AFORESAID SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 88°26'25" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 36.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 6735 SQUARE FEET, MORE OR LESS


NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2902529 DATED 02/05/2013

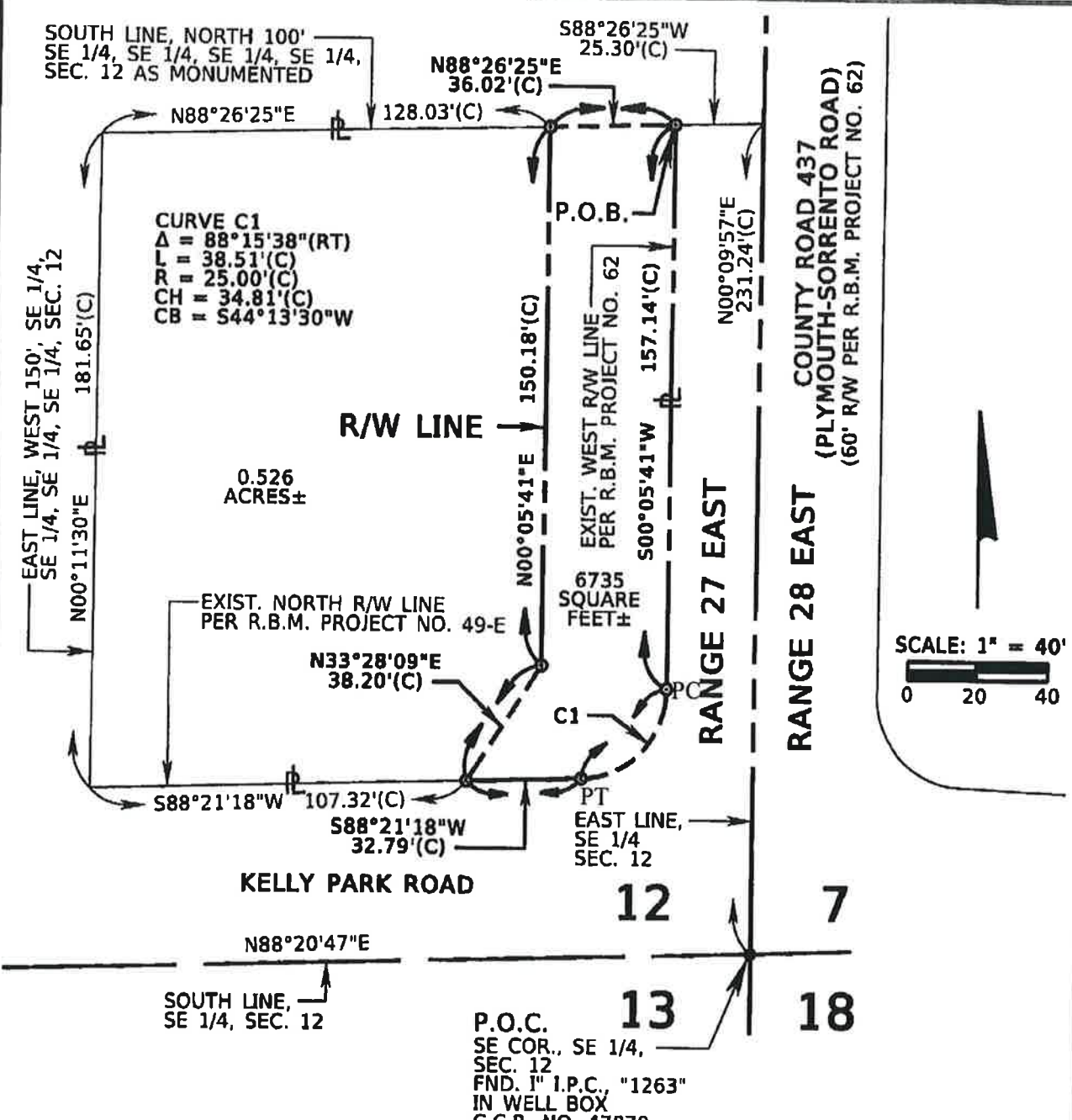
Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.

LEGEND & ABBREVIATIONS

CB = CHORD BEARING	ID. = IDENTIFICATION	P.I. = POINT OF INTERSECTION	(R) = RADIAL
C.C.R. = CERTIFIED CORNER RECORD	I.R. = IRON ROD	P.O.B. = POINT OF BEGINNING	SEC. = SECTION
CH = CHORD LENGTH	L. = ARC LENGTH	P.O.C. = POINT OF COMMENCEMENT	TITF = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
COA. = CORNER	L.A. = LIMITED ACCESS	PROJ. = PROJECT	W = WITH
(C) = CALCULATED DISTANCE	LB = LICENSED SURVEY BUSINESS	P.T. = POINT OF TANGENCY	WL = PROPERTY LINE
O.B. = DEED BOOK	LT = LEFT	(P) = PLAT	W&O = SAME PROPERTY OWNER
ESMT = EASEMENT	NO. = NUMBER	R = RADIUS	Δ = DELTA (CENTRAL ANGLE)
EXIST. = EXISTING	O.R.B. = OFFICIAL RECORDS BOOK	R.B.M. = ROAD BOND MAP	↔ = CHANGE IN DIRECTION
FND. = FOUND	P.C. = POINT OF CURVATURE	RT = RIGHT	--- = LIMITED ACCESS R/W LINE
FPC = FLORIDA POWER CORPORATION	PG./PGS. = PAGE / PAGES	R/W = RIGHT OF WAY	--- = R/W LINE
(F) = FIELD DISTANCE			

DATE NOVEMBER 18, 2013	CERTIFICATION OF AUTHORIZATION NO. LB 1721		S KETCH OF DESCRIPTION, THIS IS NOT A BOUNDARY SURVEY.	PARCEL 228
DRAWN BY M.ROLLINS				
CHECKED BY S.WARE		520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-3120 FAX 407-849-8864		SHEET 1 OF 2
BSA PROJECT NO. 61111				
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC. 12-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



12 7

13 18

P.O.C. SE COR., SE 1/4, SEC. 12
FND. 1" I.P.C., "1263"
IN WELL BOX
C.C.R. NO. 47870

SECTION 12, TOWNSHIP 20 SOUTH PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 31-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William E. Byrd 11/14/13
 WILLIAM E. BYRD P.S.A. DATE
 LICENSE NUMBER 5442

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

CERTIFICATION OF AUTHORIZATION No. LR 1221

BS SURVEYING & MAPPING

520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32803
 (407) 843-5120
 FAX 407-849-8864

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKVA PARKWAY)
 ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL 228

SCALE: 1"=40'

SHEET 2 OF 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT NO. 429-203 - WEKIVA PARKWAY
 PARCEL 229

PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" IRON PIPE WITH CAP STAMPED "1263" IN WELL BOX MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 00°09'57" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 231.24 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°26'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 25.30 FEET TO ITS INTERSECTION WITH THE EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 62 FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°26'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 36.02 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00° 05' 41" EAST, A DISTANCE OF 100.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°26'25" EAST ALONG SAID NORTH LINE, A DISTANCE OF 36.02 FEET TO ITS INTERSECTION WITH AFORESAID WEST RIGHT OF WAY LINE OF COUNTY ROAD 437; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°05'41" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 100.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 3611 SQUARE FEET, MORE OR LESS


NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2902535 DATED 02/05/2013

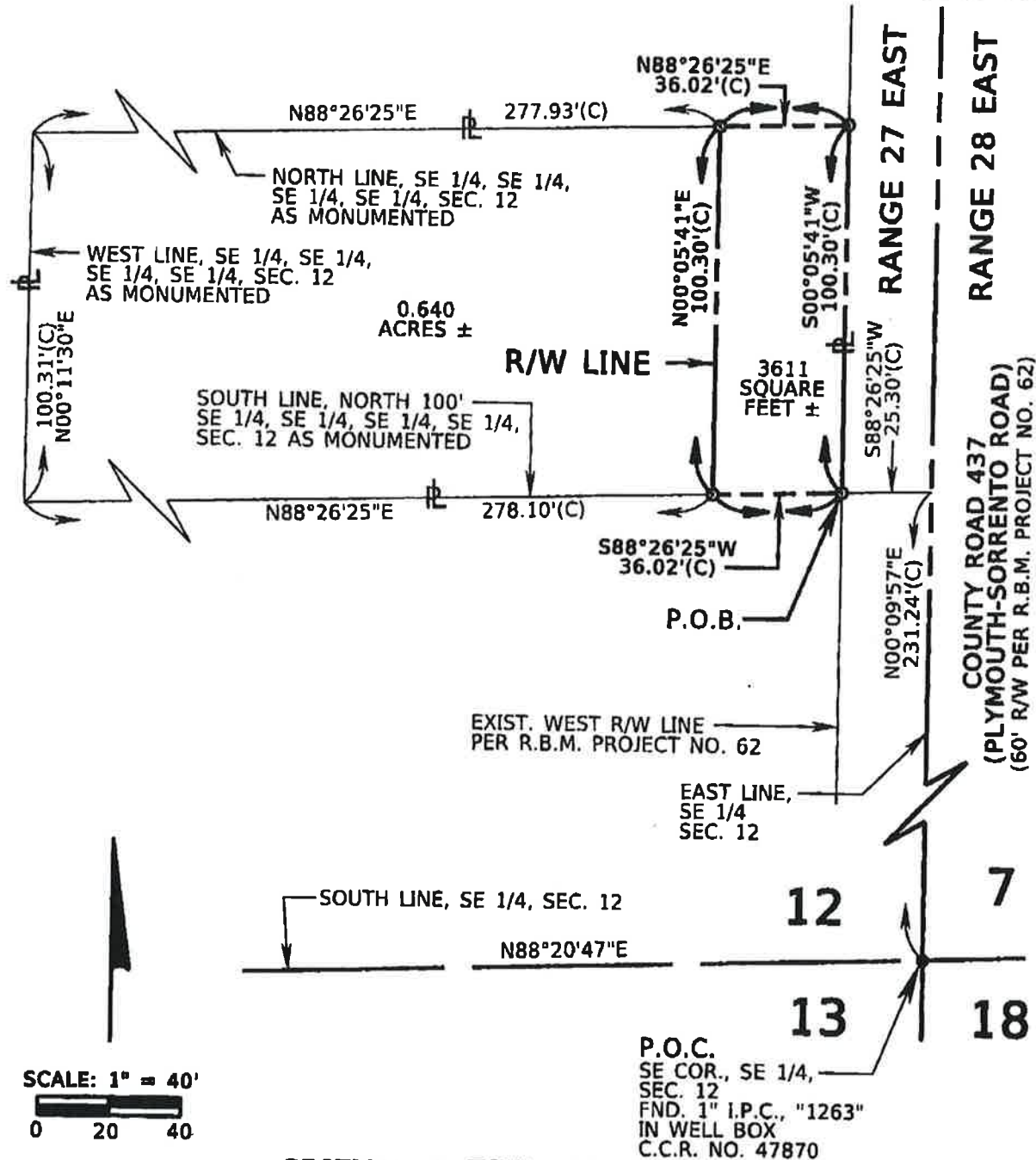
Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.

LEGEND & ABBREVIATIONS

CB = CHORD BEARING	ID. = IDENTIFICATION	P.I. = POINT OF INTERSECTION	(R) = RADIAL
C.C.R. = CERTIFIED CORNER RECORD	I.R. = IRON ROD	P.O.B. = POINT OF BEGINNING	SEC. = SECTION
CL = CHORD LENGTH	L. = ARC LENGTH	P.O.C. = POINT OF COMMENCEMENT	TRIF. = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
CDR. = CORNER	L.A. = LIMITED ACCESS	PROJ. = PROJECT	W/ = WITH
(C) = CALCULATED DISTANCE	LB = LICENSED SURVEY BUSINESS	P.T. = POINT OF TANGENCY	PLAT = PLAT
D.B. = DEED BOOK	LT = LEFT	R. = RADIUS	R.B.M. = ROAD BOND MAP
ESMT = EASEMENT	NO. = NUMBER	RT = RIGHT	R/W = RIGHT OF WAY
EXST. = EXISTING	O.R.B. = OFFICIAL RECORDS BOOK	P.C. = POINT OF CURVATURE	
FND. = FOUND	P.C. = POINT OF CURVATURE	PG./PGS. = PAGE / PAGES	
FPC = FLORIDA POWER CORPORATION			
(F) = FIELD DISTANCE			

DATE	NOVEMBER 28, 2013	 <p>BSI FLORIDA POWER CORPORATION 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-3320 FAX 407-643-8864</p>	<p>SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.</p> <p>S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA</p>	<p>PARCEL 229</p>
DRAWN BY	M.ROLLINS			SCALE: N/A
CHECKED BY	S.WARE			
BSA PROJECT NO.	EA11-11			
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC. 12-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 12, TOWNSHIP 20 SOUTH PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William E. B. III 1/18/13
 WILLIAM E. B. III, P.S.M. DATE
 LICENSE NUMBER 5442

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

CERTIFICATION OF AUTHORIZATION No. LB 1221

BS

520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32803
 (407) 843-5120
 FAX 407-648-8864

SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL 229

SCALE: 1"=40'

SHEET 2 OF 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT NO. 429-203 - WEKIVA PARKWAY
 PARCEL 230

PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" IRON PIPE WITH CAP STAMPED "1263" LOCATED IN A WELL BOX MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 00°09'57" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 497.16 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°30'04" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 25.63 FEET TO ITS INTERSECTION WITH THE EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 62 FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°30'04" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 36.01 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°05'41" EAST, A DISTANCE OF 181.58 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 150 FEET OF THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°35'44" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 36.01 FEET TO ITS INTERSECTION WITH AFORESAID WEST RIGHT OF WAY LINE OF COUNTY ROAD 437; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00° 05' 41" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 181.52 FEET TO THE POINT OF BEGINNING.







CONTAINING 6536 SQUARE FEET, MORE OR LESS


NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2902546 DATED 02/05/2013

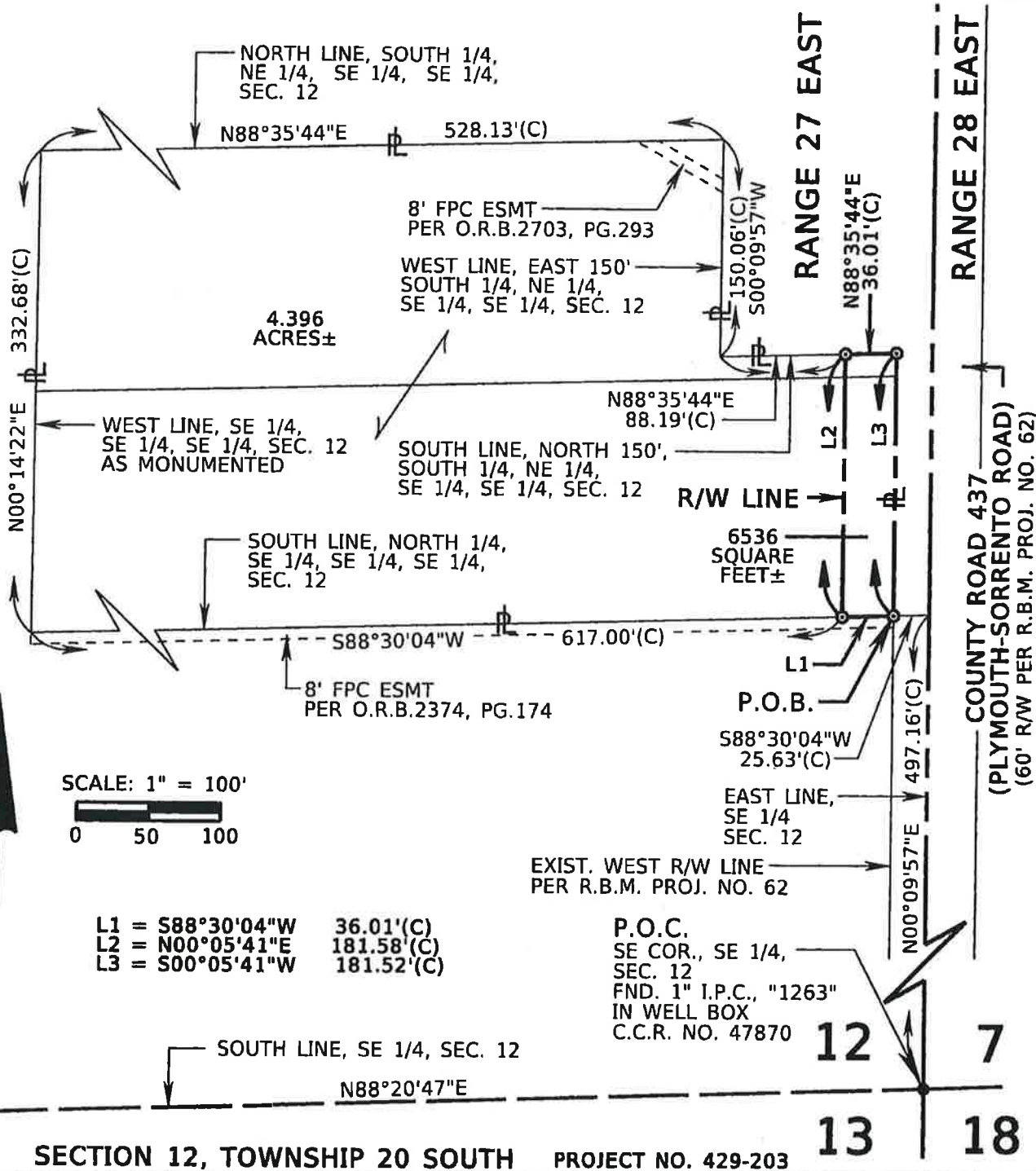
Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.

LEGEND & ABBREVIATIONS

- | | | | |
|----------------------------------|--------------------------------|--------------------------------|---|
| CB = CHORD BEARING | ID. = IDENTIFICATION | P.I. = POINT OF INTERSECTION | (R) = RADIAL |
| C.C.R. = CERTIFIED CORNER RECORD | I.R. = IRON ROD | P.O.B. = POINT OF BEGINNING | SEC. = SECTION |
| CH = CHORD LENGTH | L = ARC LENGTH | P.O.C. = POINT OF COMMENCEMENT | TITF = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND |
| COR. = CORNER | L.A. = LIMITED ACCESS | PROJ = PROJECT | W/ = WITH |
| (C) = CALCULATED DISTANCE | LB = LICENSED SURVEY BUSINESS | P.T. = POINT OF TANGENCY |  = PROPERTY LINE |
| D.B. = DEED BOOK | LT = LEFT | (P) = PLAT |  = SAME PROPERTY OWNER |
| ESMT = EASEMENT | NO = NUMBER | R = RADIUS |  = DELTA (CENTRAL ANGLE) |
| EXIST = EXISTING | D.R.B. = OFFICIAL RECORDS BOOK | R.B.M. = ROAD BOND MAP |  = CHANGE IN DIRECTION |
| FND = FOUND | P.C. = POINT OF CURVATURE | RT = RIGHT |  = LIMITED ACCESS R/W LINE |
| FPC = FLORIDA POWER CORPORATION | PG./PGS. = PAGE / PAGES | R/W = RIGHT OF WAY |  = R/W LINE |
| (F) = FIELD DISTANCE | | | |

DATE	AUG 12, 2013	CERTIFICATION OF AUTHORIZATION No. LB 1221	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY. S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 230
DRAWN BY	M. ROLLS	 BOWYER SPAULSTON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664		SCALE: N/A
CHECKED BY	S. WARE			SHEET 1 OF 2
BSA PROJECT NO.	EA11-J1			
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC. 12-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SCALE: 1" = 100'
 0 50 100

- L1 = S88°30'04"W 36.01'(C)
- L2 = N00°05'41"E 181.58'(C)
- L3 = S00°05'41"W 181.52'(C)

EXIST. WEST R/W LINE PER R.B.M. PROJ. NO. 62

P.O.C. SE COR., SE 1/4, SEC. 12
 FND. 1" I.P.C., "1263" IN WELL BOX
 C.C.R. NO. 47870

SECTION 12, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

12 7
 13 18

<p>I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p> <p><i>William E. Byrd</i> 8/12/2013 WILLIAM E. BYRD, P.F.M. LICENSE NUMBER 5442 DATE</p> <p>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</p>	<p>CERTIFICATION OF AUTHORIZATION No. LB 1221</p> <p>BS BOWYER SINGLETON</p> <p>520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32803 (407) 843-5120 FAX 407-649-8664</p>	<p>SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.</p> <p>S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA</p>	<p>PARCEL 230</p> <p>SCALE: 1"=100'</p> <p>SHEET 2 OF 2</p>
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ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT NO. 429-203 - WEKIVA PARKWAY

PARCEL 233

PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1" IRON PIPE WITH CAP STAMPED "1263" LOCATED IN A WELL BOX MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 00°09'57" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 331.55 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 88°26'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 25.43 FEET TO ITS INTERSECTION WITH THE EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 62 FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°26'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 36.02 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°05'41" EAST, A DISTANCE OF 165.67 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88°30'04" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 36.01 FEET TO ITS INTERSECTION WITH AFORESAID WEST RIGHT OF WAY LINE OF COUNTY ROAD 437; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00° 05' 41" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 165.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 5963 SQUARE FEET, MORE OR LESS


NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2902570 DATED 02/06/2013

Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.

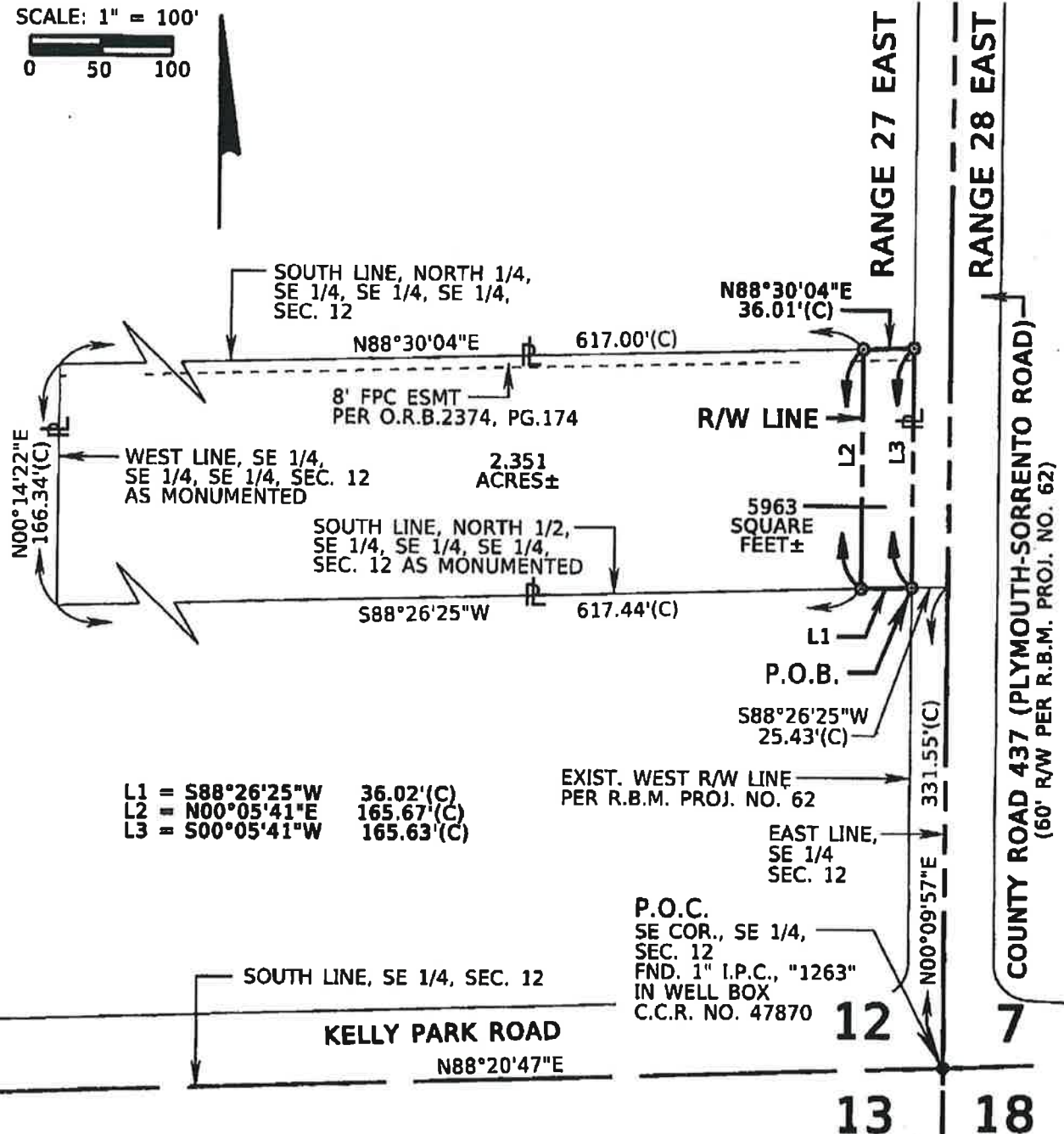
LEGEND & ABBREVIATIONS

- | | | | |
|----------------------------------|--------------------------------|--------------------------------|--|
| CB = CHORD BEARING | ID. = IDENTIFICATION | P.I. = POINT OF INTERSECTION | IRI = RADIAL |
| C.C.A. = CERTIFIED CORNER RECORD | I.R. = IRON ROD | P.O.B. = POINT OF BEGINNING | SEC. = SECTION |
| CH = CHORD LENGTH | L. = ARC LENGTH | P.O.C. = POINT OF COMMENCEMENT | TITF = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND |
| COR. = CORNER | L.A. = LIMITED ACCESS | PROJ. = PROJECT | W/ & = WITH PROPERTY LINE |
| CD = CALCULATED DISTANCE | LB = LICENSED SURVEY BUSINESS | P.T. = POINT OF TANGENCY | — = PROPERTY LINE |
| D.B. = DEED BOOK | LT = LEFT | (P) = PLAT | — = SAME PROPERTY OWNER |
| ESMT = EASEMENT | NO. = NUMBER | R = RADIUS | — = DELTA (CENTRAL ANGLE) |
| EXST. = EXISTING | O.R.B. = OFFICIAL RECORDS BOOK | R.B.M. = ROAD BOND MAP | — = CHANGE IN DIRECTION |
| FND. = FOUND | P.C. = POINT OF CURVATURE | RT = RIGHT | — = LIMITED ACCESS R/W LINE |
| FPC = FLORIDA POWER CORPORATION | PG./PGS. = PAGE / PAGES | R/W = RIGHT OF WAY | — = R/W LINE |
| (F) = FIELD DISTANCE | | | |

DATE	NOVEMBER 19, 2013		SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY. S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 233
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE			SCALE: N/A
BSA PROJECT NO.	EA11-11			SHEET 1 OF 2
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC. 12-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

SCALE: 1" = 100'



- L1 = S88°26'25"W 36.02'(C)
- L2 = N00°05'41"E 165.67'(C)
- L3 = S00°05'41"W 165.63'(C)

SECTION 12, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 55-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 412.027, FLORIDA STATUTES.

William E. Byrd 1/10/13
WILLIAM E. BYRD, P.E., DATE
LICENSE NUMBER 5442

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

CERTIFICATION OF AUTHORIZATION No. 18 1321



520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-3120
FAX 407-849-8664

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
233

SCALE: 1"=100'

SHEET 2 OF 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429

PROJECT 429-204

PARCEL NO. 250 PART B

PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PARCEL 250 PART B:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4041, PAGE 3587, AND OFFICIAL RECORDS BOOK 5274, PAGE 2897, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 4"X4" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE NORTH 89°21'11" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 833.86 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°17'04" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF ONDICH ROAD AND THE POINT OF BEGINNING, THENCE SOUTH 89°21'11" WEST ALONG SAID EXISTING NORTH RIGHT OF WAY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF THE WEST 116 FEET OF THE EAST 550 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, THENCE DEPARTING SAID EXISTING NORTH RIGHT OF WAY LINE NORTH 00°17'04" EAST ALONG SAID WEST LINE, A DISTANCE OF 300.54 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3778 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 89°18'06" EAST ALONG SAID NORTH LINE AND SOUTHERLY BOUNDARY, A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHERLY BOUNDARY SOUTH 00°17'04" WEST, A DISTANCE OF 300.58 FEET TO A POINT ON SAID EXISTING NORTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

CONTAINING 12021 SQUARE FEET MORE OR LESS

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

Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


RUSSELL J. MARKS, PSM NO. 5623

2/12/2014

DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 2/11/14	URS URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	PARCEL 250 PART B
DRAWN BY: SMP	JOB NO:		SHEET: 1 OF 2
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		

SKETCH OF DESCRIPTION

PARCEL: 250
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE

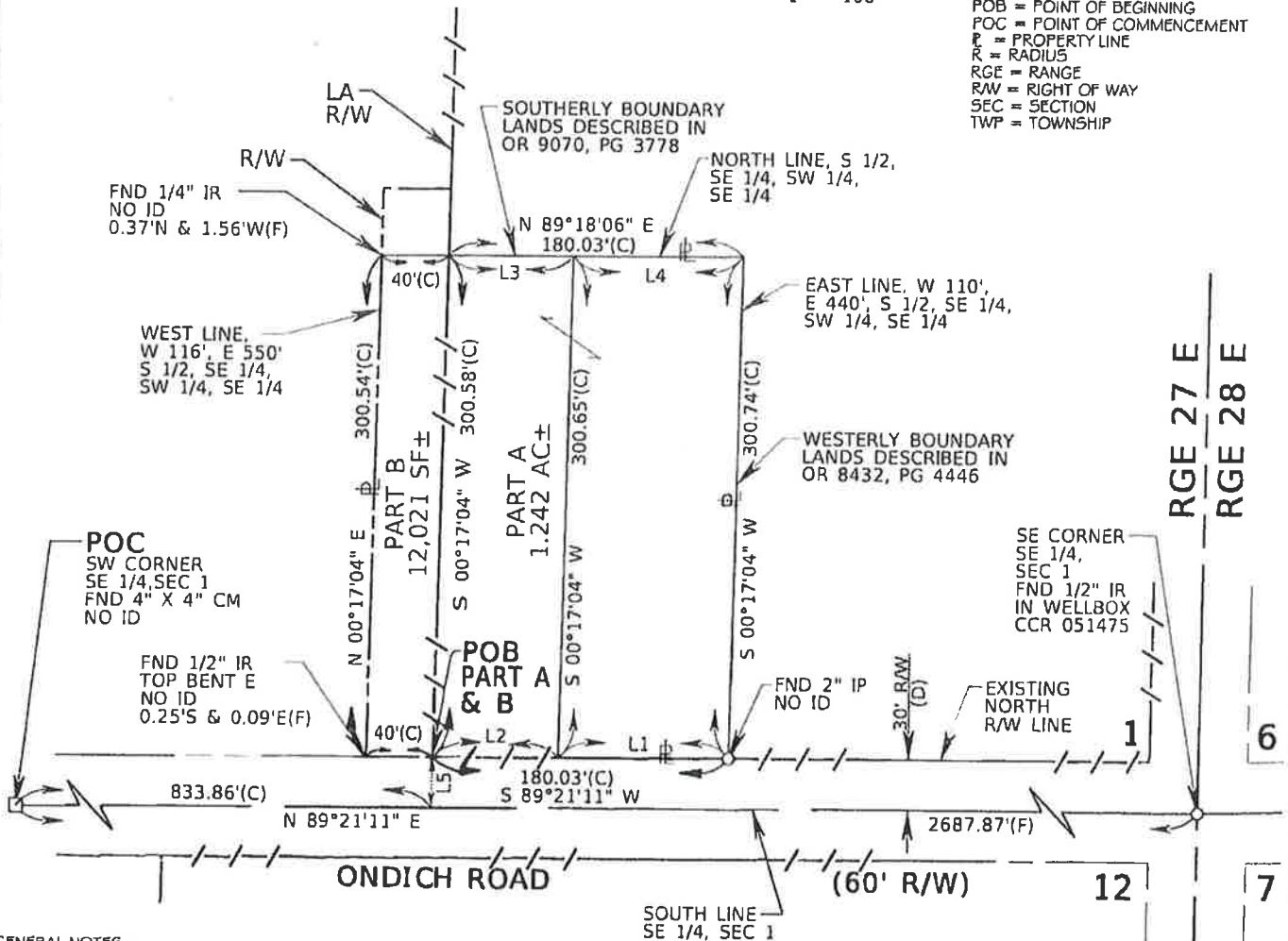
TOWNSHIP 20 SOUTH, RANGE 27 EAST

LINE TABLE		
L1	S 89°21'11" W	104.01'(C)
L2	S 89°21'11" W	76.02'(C)
L3	N 89°18'06" E	76.02'(C)
L4	N 89°18'06" E	104.01'(C)
L5	N 00°17'04" E	30.00'(C)

S 00° 17' 04" W END



- AC = ACRES
- C = CALCULATED
- CCR = CERTIFIED CORNER RECORD
- CM = CONCRETE MONUMENT
- F = FIELD
- FND = FOUND
- ID = IDENTIFICATION
- IP = IRON PIPE
- IR = IRON ROD
- LA = LIMITED ACCESS
- LB = LICENSED BUSINESS
- OR = OFFICIAL RECORDS
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- P = PROPERTY LINE
- R = RADIUS
- RGE = RANGE
- RAW = RIGHT OF WAY
- SEC = SECTION
- TWP = TOWNSHIP



GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 19, 2012, FILE NO. 2037-2856977 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 2/11/14	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	PARCEL 250 PART B
DRAWN BY: SMP	JOB NO:		SHEET: 2 OF 2
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429

PROJECT 429-204

PARCEL NO. 252 PART B
PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART B:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3778, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 1 (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH 89°21'11" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1508.96 FEET; THENCE DEPARTING SAID SOUTH LINE NORTH 00°16'53" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF ONDICH ROAD; THENCE SOUTH 89°21'11" WEST ALONG SAID EXISTING NORTH RIGHT OF WAY LINE, A DISTANCE OF 55.00 FEET TO A POINT ON THE WEST LINE OF THE WEST 110 FEET OF THE EAST 220 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID EXISTING NORTH RIGHT OF WAY LINE NORTH 00°17'04" EAST ALONG SAID WEST LINE, A DISTANCE OF 300.84 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°18'06" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 290.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°18'06" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°17'04" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9070, PAGE 3781 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 89°18'06" EAST ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 40.00 FEET; THENCE DEPARTING THE BOUNDARY OF SAID LANDS SOUTH 00°17'04" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET, MORE OR LESS.

Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


RUSSELL J. MARKS, PSM NO. 5623

2/12/2014
DATE

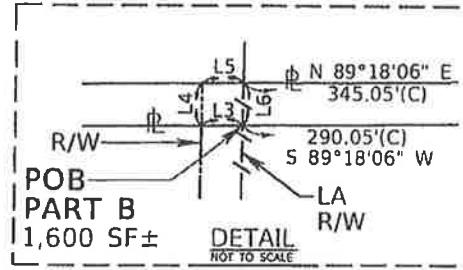
NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 2/11/14	URS URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:		Parcel 252 Part B
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

SKETCH OF DESCRIPTION

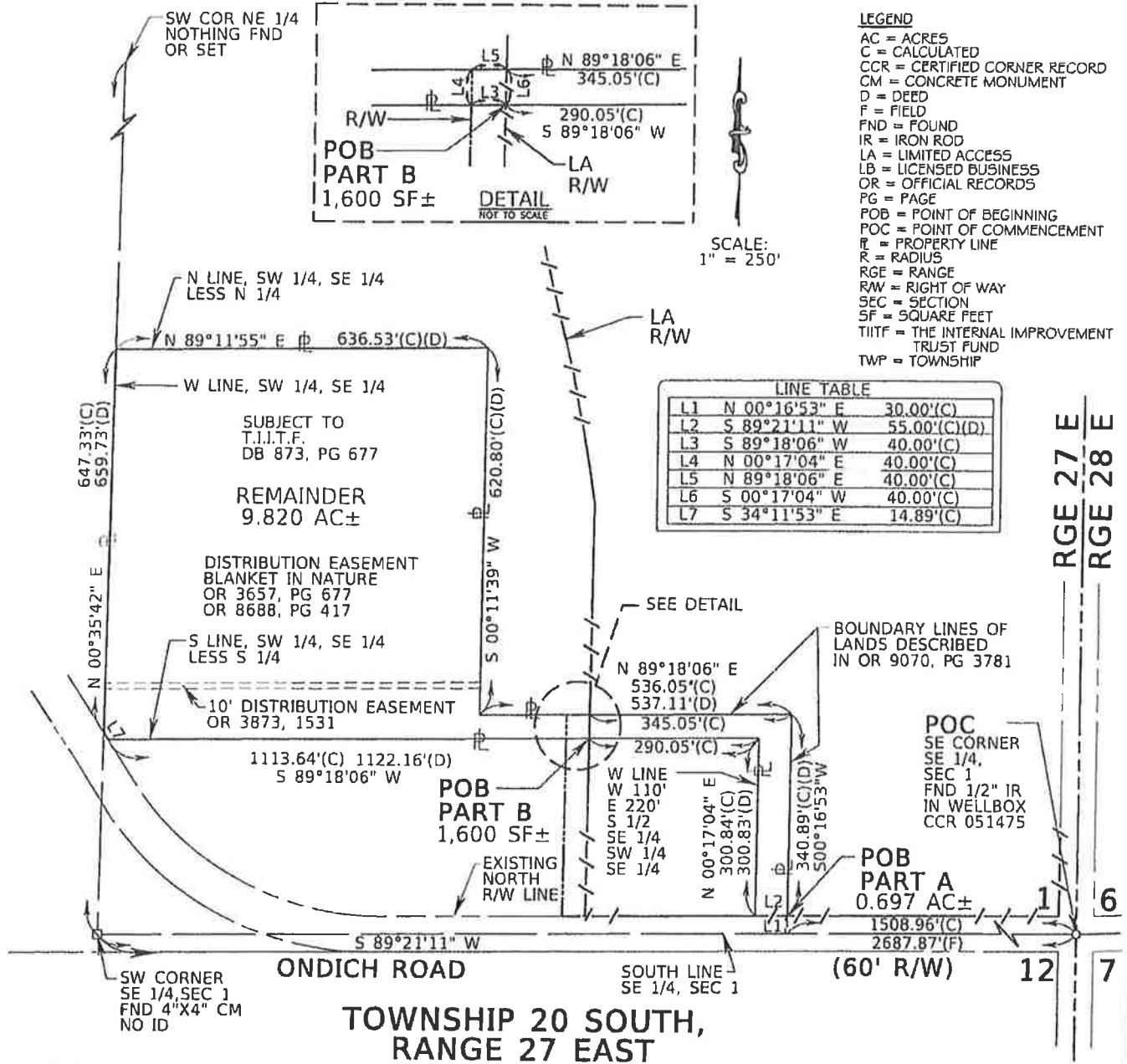
PARCEL: 252
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 & RIGHT OF WAY
 ESTATE: FEE SIMPLE

- LEGEND**
- AC = ACRES
 - C = CALCULATED
 - CCR = CERTIFIED CORNER RECORD
 - CM = CONCRETE MONUMENT
 - D = DEED
 - F = FIELD
 - FND = FOUND
 - IR = IRON ROD
 - LA = LIMITED ACCESS
 - LB = LICENSED BUSINESS
 - OR = OFFICIAL RECORDS
 - PG = PAGE
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - PL = PROPERTY LINE
 - R = RADIUS
 - RGE = RANGE
 - R/W = RIGHT OF WAY
 - SEC = SECTION
 - SF = SQUARE FEET
 - TITF = THE INTERNAL IMPROVEMENT TRUST FUND
 - TWP = TOWNSHIP



SCALE:
1" = 250'

LINE TABLE		
L1	N 00°16'53" E	30.00'(C)
L2	S 89°21'11" W	55.00'(C)(D)
L3	S 89°18'06" W	40.00'(C)
L4	N 00°17'04" E	40.00'(C)
L5	N 89°18'06" E	40.00'(C)
L6	S 00°17'04" W	40.00'(C)
L7	S 34°11'53" E	14.89'(C)



- GENERAL NOTES:**
- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
 - THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
 - ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
 - A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED MARCH 25, 2013, FILE NO. 2037-2934327 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 2/11/14	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:		Parcel 252 Part B
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 258

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WEST RIGHT OF WAY LINE, A DISTANCE OF 136.07 FEET; THENCE NORTH 89°19'38" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 136.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,443 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 258



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

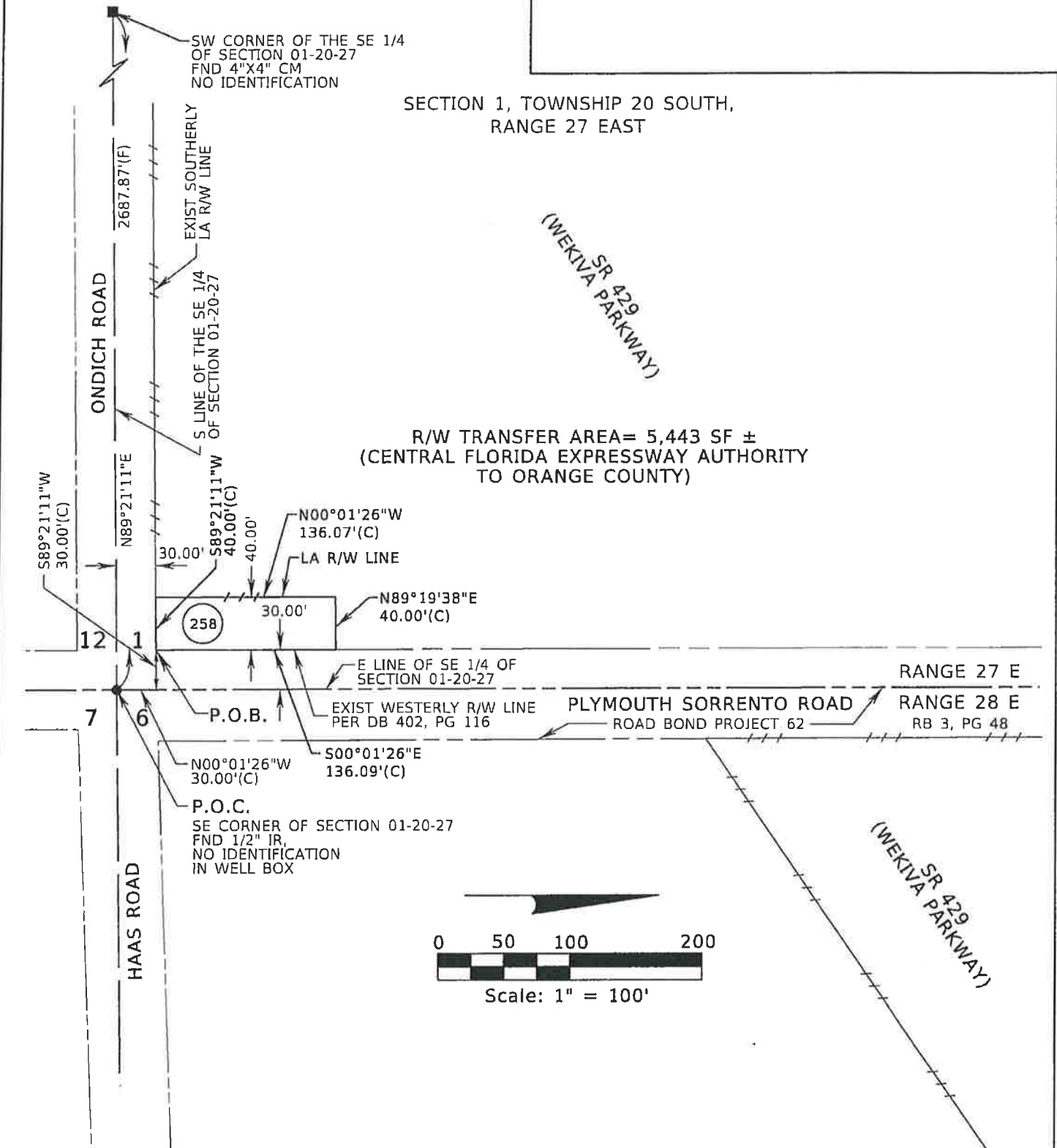
SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556


SKETCH OF DESCRIPTION



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

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 258

 **GEODATA CONSULTANTS, INC.**
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2403
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RB	= ROAD BOOK
ID	= IDENTIFICATION	RT	= RIGHT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	SF	= SQUARE FEET
IRC	= IRON ROD AND CAP	SR	= STATE ROAD
		STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°01'26" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE. PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

 8-12-2021
H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 258



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
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VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 259

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°01'26" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 136.09 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°19'38" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.07 FEET; THENCE NORTH 89°18'06" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,643 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 259**



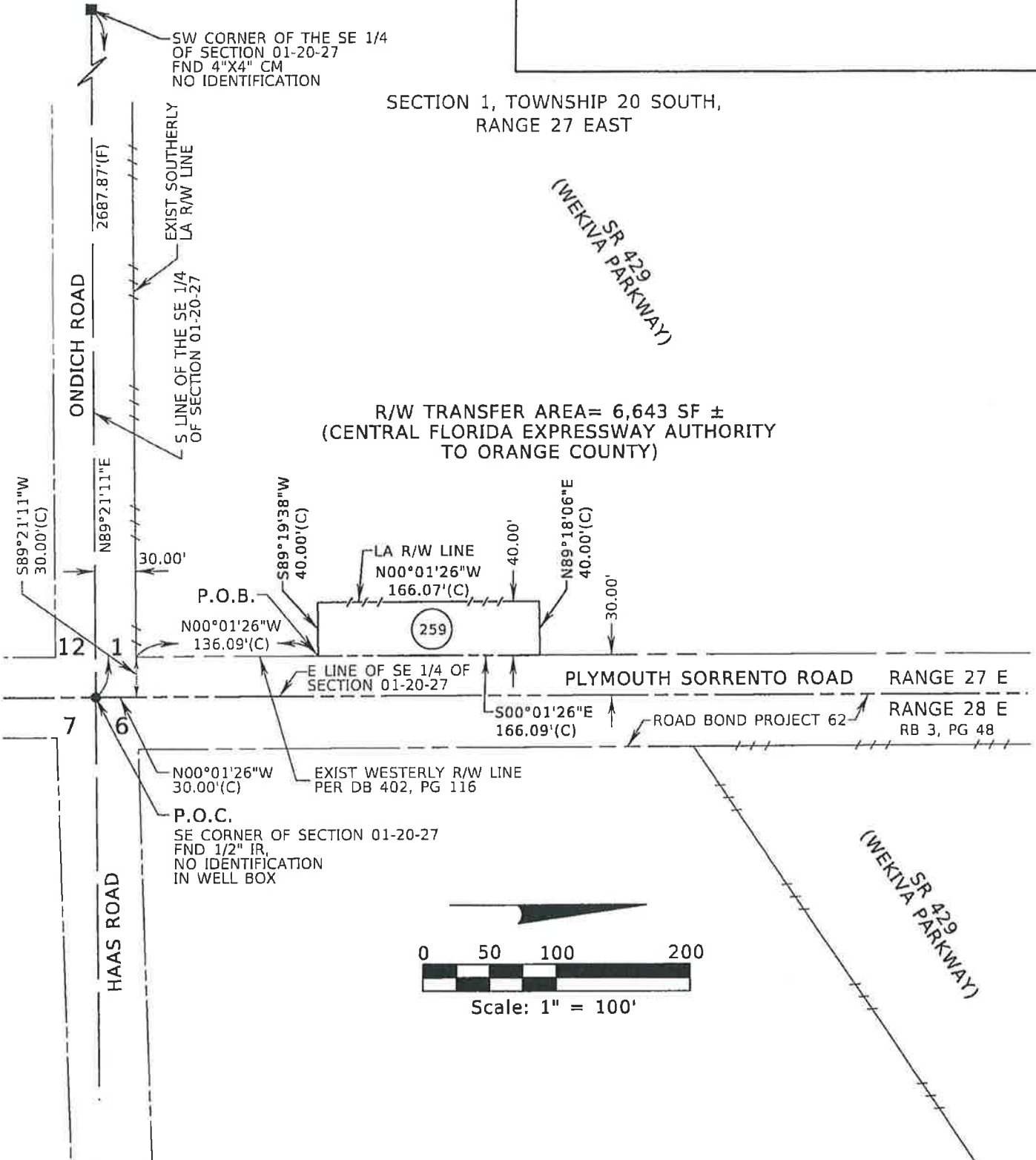
GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

(WEKIVA PARKWAY)
SR 429

R/W TRANSFER AREA = 6,643 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 259



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SKETCH OF DESCRIPTION

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H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

8-12-2021

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 259**



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 260

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°01'26" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 302.18 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°18'06" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.07 FEET; THENCE NORTH 89°16'33" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,643 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 260



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

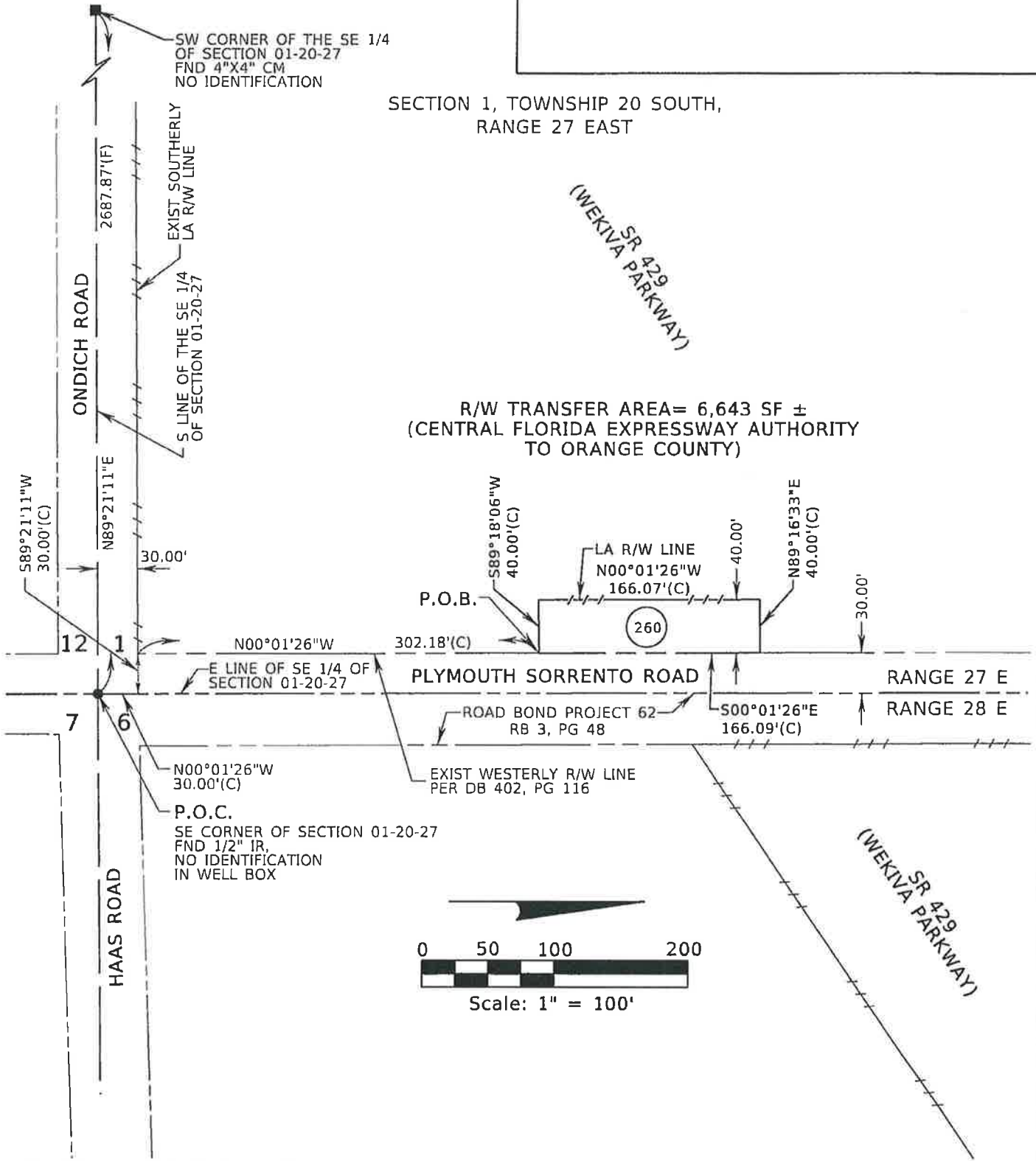
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

SR 429
(WEKIVA PARKWAY)

R/W TRANSFER AREA= 6,643 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

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STATE ROAD 429
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PARCEL 260



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1349 S INTERNATIONAL PKWY
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SKETCH OF DESCRIPTION

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SHEET 3 OF 3


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[Signature] 8-12-2021
H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 260

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 261

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°01'26" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 468.27 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°16'33" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.08 FEET; THENCE NORTH 89°15'01" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 166.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,644 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

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STATE ROAD 429
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PARCEL 261



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

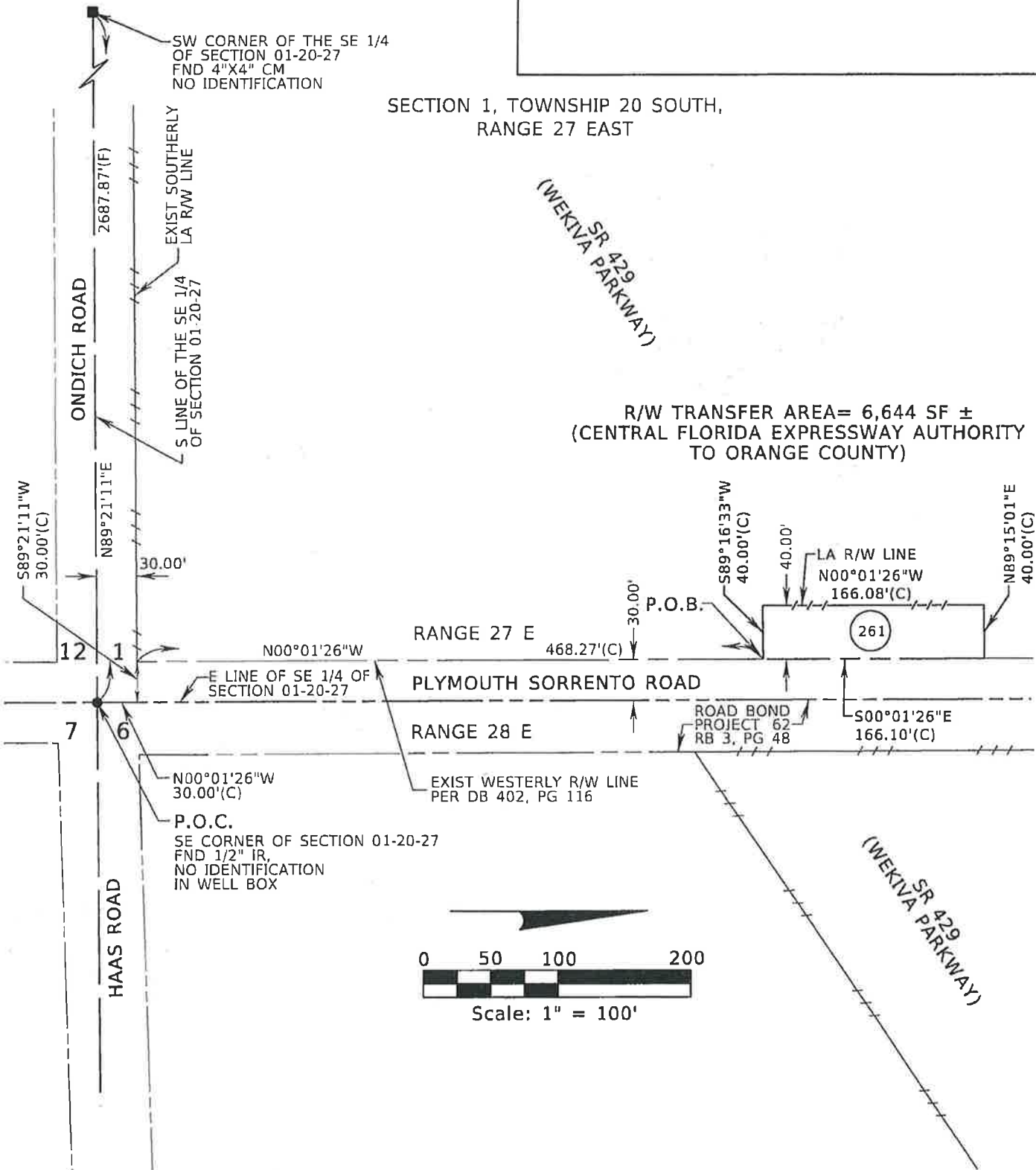
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

SR 429
(WEKIVA PARKWAY)

R/W TRANSFER AREA = 6,644 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)




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SHEET 2 OF 3

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STATE ROAD 429
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
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SHEET 3 OF 3

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REVISION	BY	DATE	

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 261

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 262

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 664.42 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°15'01" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°15'01" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 326.41 FEET; THENCE NORTH 89°08'49" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 326.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,058 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 262



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

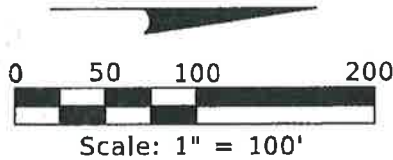
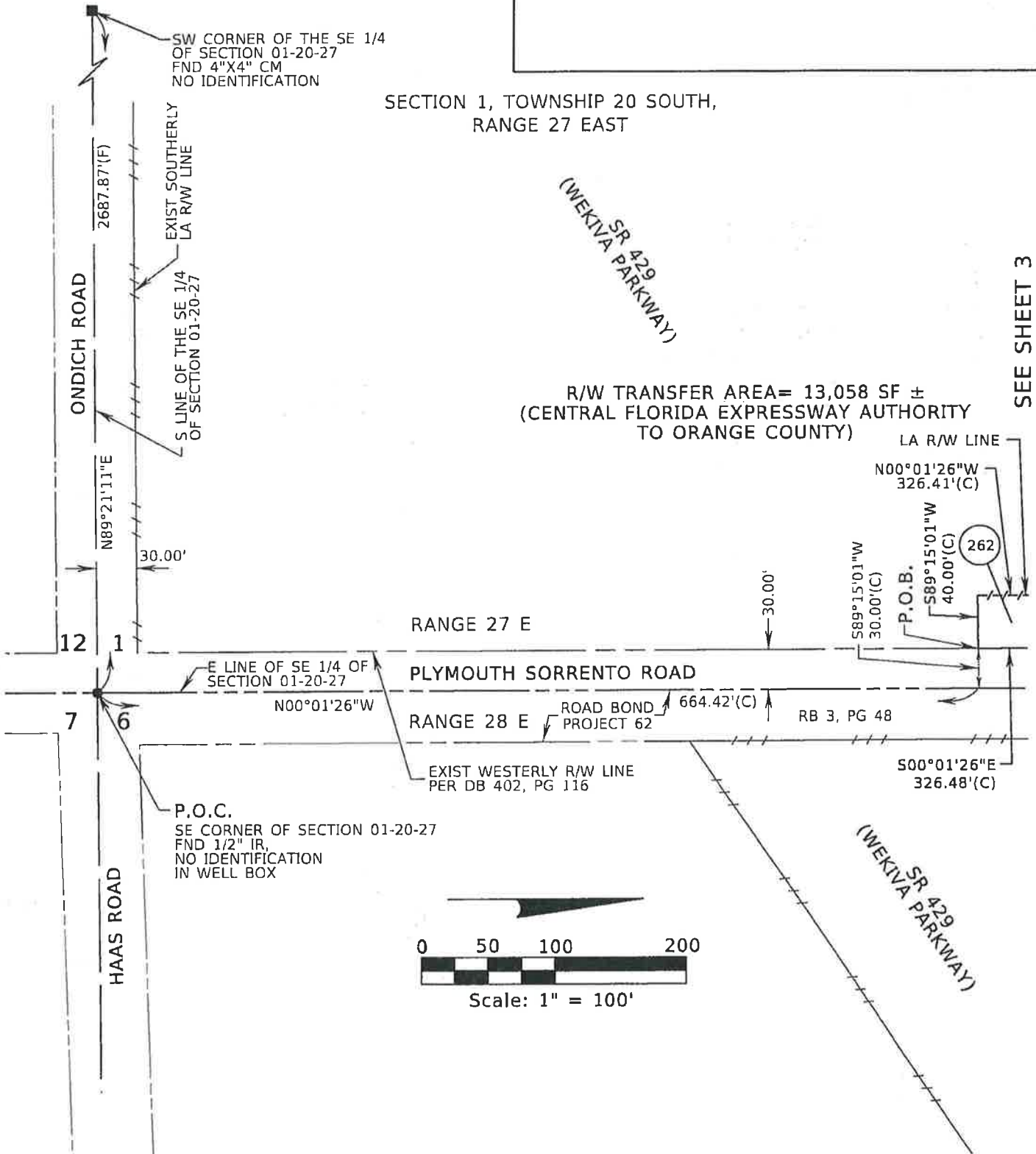
SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

SR 429
(WEKIVA PARKWAY)

R/W TRANSFER AREA = 13,058 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

SEE SHEET 3



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 262



GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2403
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

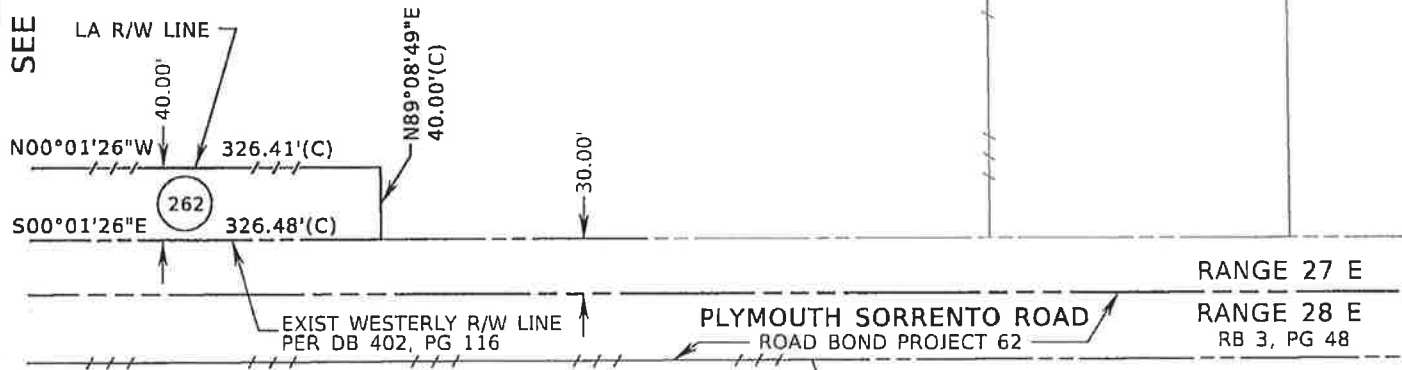
(WEKIVA SR 429
PARKWAY)

EXIST NORTHERLY
LA R/W LINE

NOT PLATTED

SEE SHEET 2

R/W TRANSFER AREA = 13,058 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)



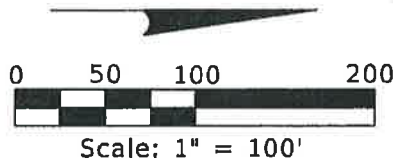
RANGE 27 E

RANGE 28 E
RB 3, PG 48

PLYMOUTH SORRENTO ROAD
ROAD BOND PROJECT 62

EXIST WESTERLY R/W LINE
PER DB 402, PG 116

(WEKIVA SR 429
PARKWAY)



NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 262



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RB	= ROAD BOOK
ID	= IDENTIFICATION	RT	= RIGHT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	SF	= SQUARE FEET
IRC	= IRON ROD AND CAP	SR	= STATE ROAD
		STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°01'26" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature] 8-12-2021
H. Paul deVivo, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 262

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 264

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 1010.96 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°08'49" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°08'49" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 213.00 FEET; THENCE NORTH 89°08'49" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 213.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,520 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 264**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

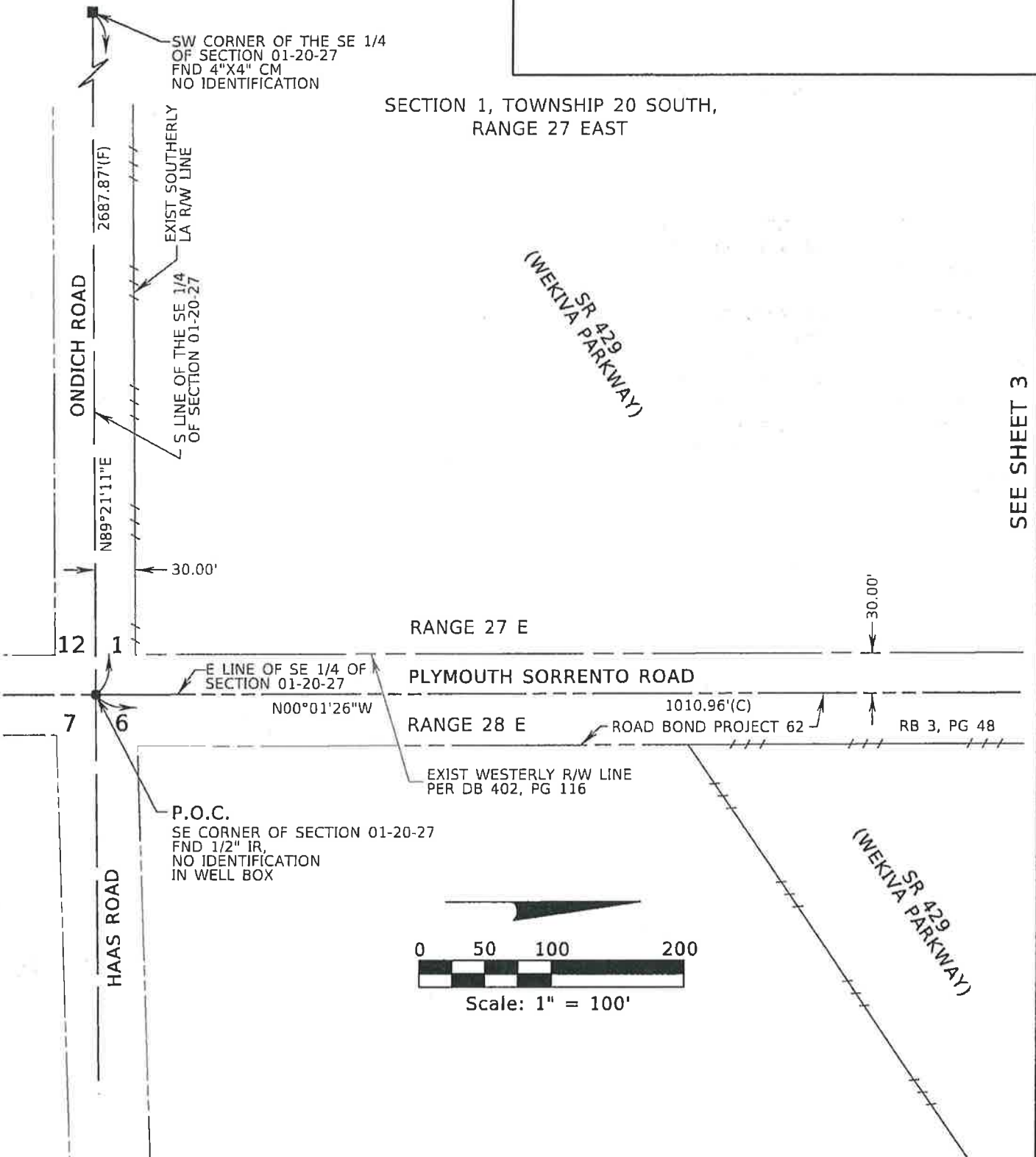
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST



SEE SHEET 3

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 264



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

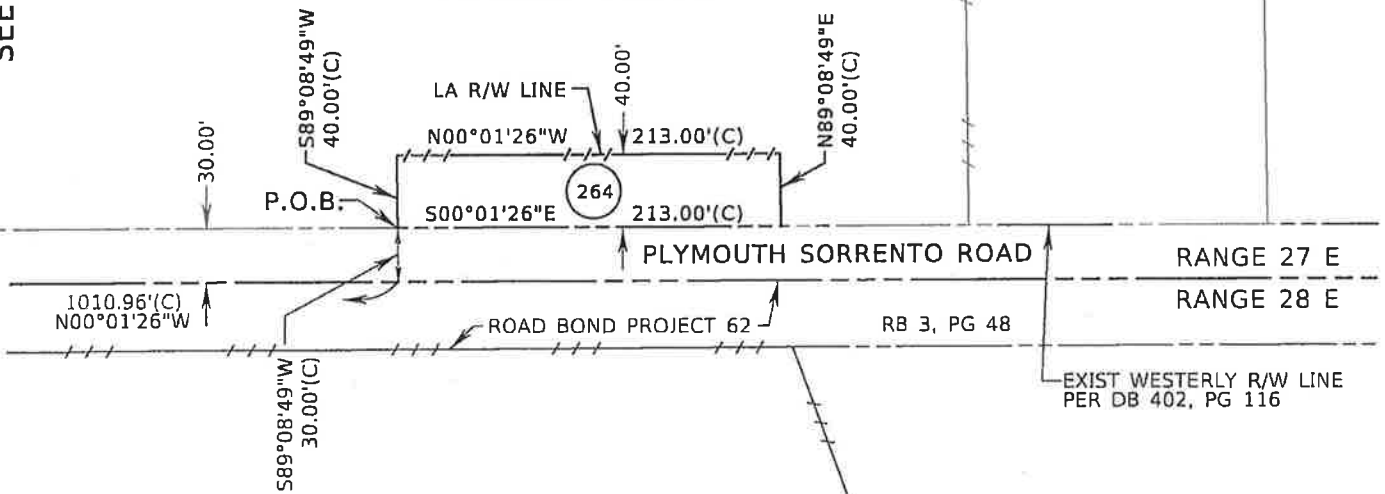
SEE SHEET 2

(WEKIVA PARKWAY)
SR 429

EXIST NORTHERLY
LA R/W LINE

NOT PLATTED

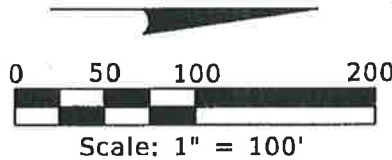
R/W TRANSFER AREA = 8,520 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)



RANGE 27 E
RANGE 28 E

EXIST WESTERLY R/W LINE
PER DB 402, PG 116

(WEKIVA PARKWAY)
SR 429



NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 264



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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
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IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	SF	= SQUARE FEET
IRC	= IRON ROD AND CAP	SR	= STATE ROAD
		STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°01'26" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature] 8-12-2021
H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 264**

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 265

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 1010.96 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°08'49" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°01'26" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 213.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 89°08'49" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 104.89 FEET; THENCE NORTH 89°08'49" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 104.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,196 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 265**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

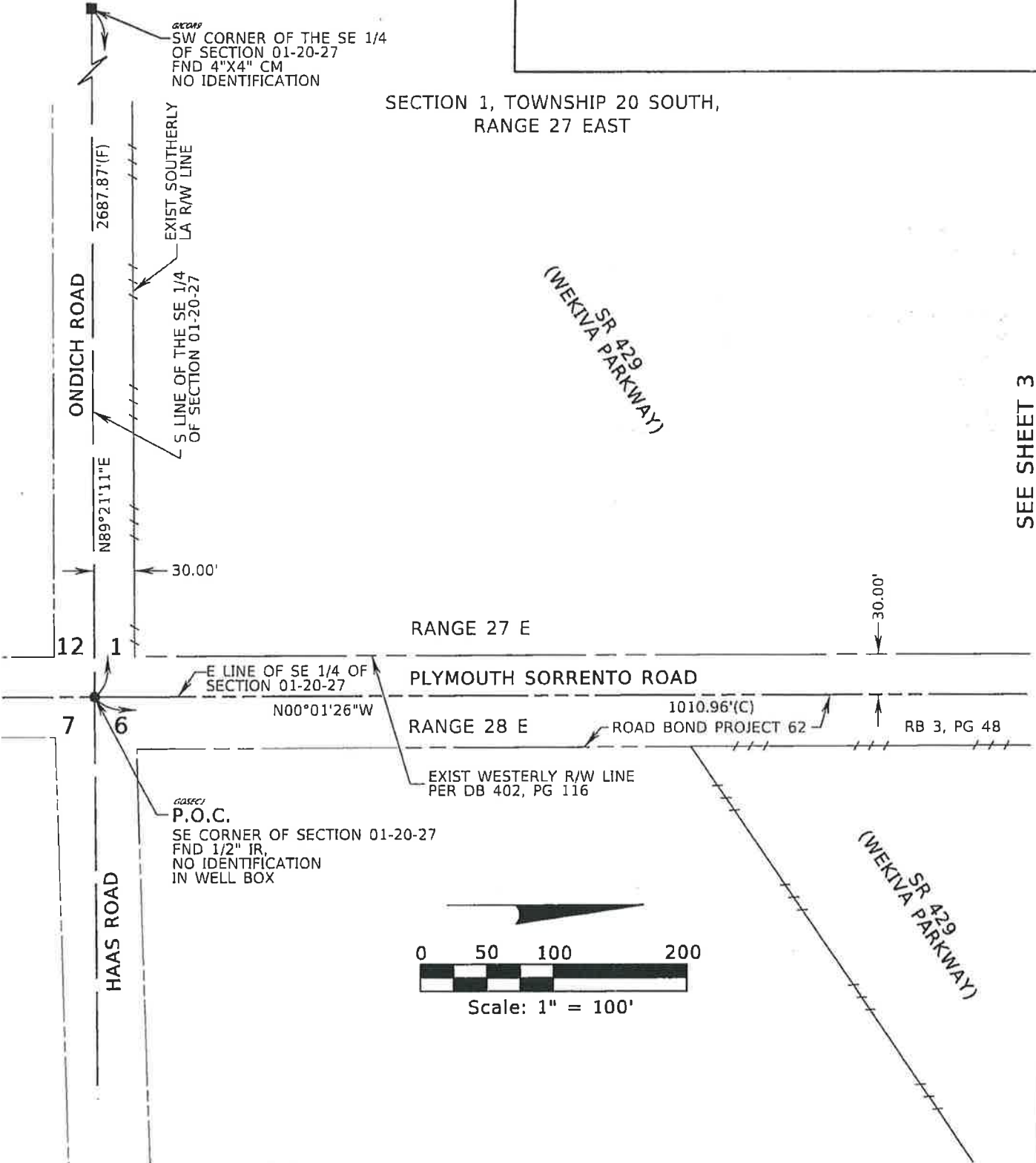
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST




SEE SHEET 3

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 265

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

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

(WEKIVA SR 429
PARKWAY)

R/W TRANSFER AREA = 4,196 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

NOT PLATTED

SEE SHEET 2

LA R/W LINE

EXIST NORTHERLY
LA R/W LINE

30.00'

S89°08'49"W
40.00'(C)

N00°01'26"W
104.89'(C)

N89°08'49"E
40.00'(C)

P.O.B.

DB 402,
PG 134

PLYMOUTH SORRENTO ROAD

RANGE 27 E

RANGE 28 E

1010.96'(C)
N00°01'26"W

500°01'26"E
104.89'(C)

ROAD BOND PROJECT 62

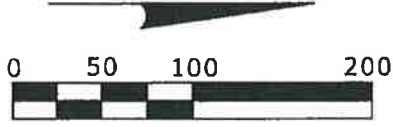
RB 3, PG 48

EXIST WESTERLY
R/W LINE PER
DB 402, PG 116

EXIST WESTERLY R/W LINE
PER DB 402, PG 134

S89°08'49"W
30.00'(C)

(WEKIVA SR 429
PARKWAY)



Scale: 1" = 100'

NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 265



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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
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IR	= IRON ROD	SF	= SQUARE FEET
IRC	= IRON ROD AND CAP	SR	= STATE ROAD
		STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°01'26" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 432 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.



8-12-2021

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 265**



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 266

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 990.96 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°08'49" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°08'49" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00°01'26" WEST, 40.00 FEET WEST OF AND PARALLEL TO AFORESAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°08'49" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°01'26" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 800 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WEST LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 266**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

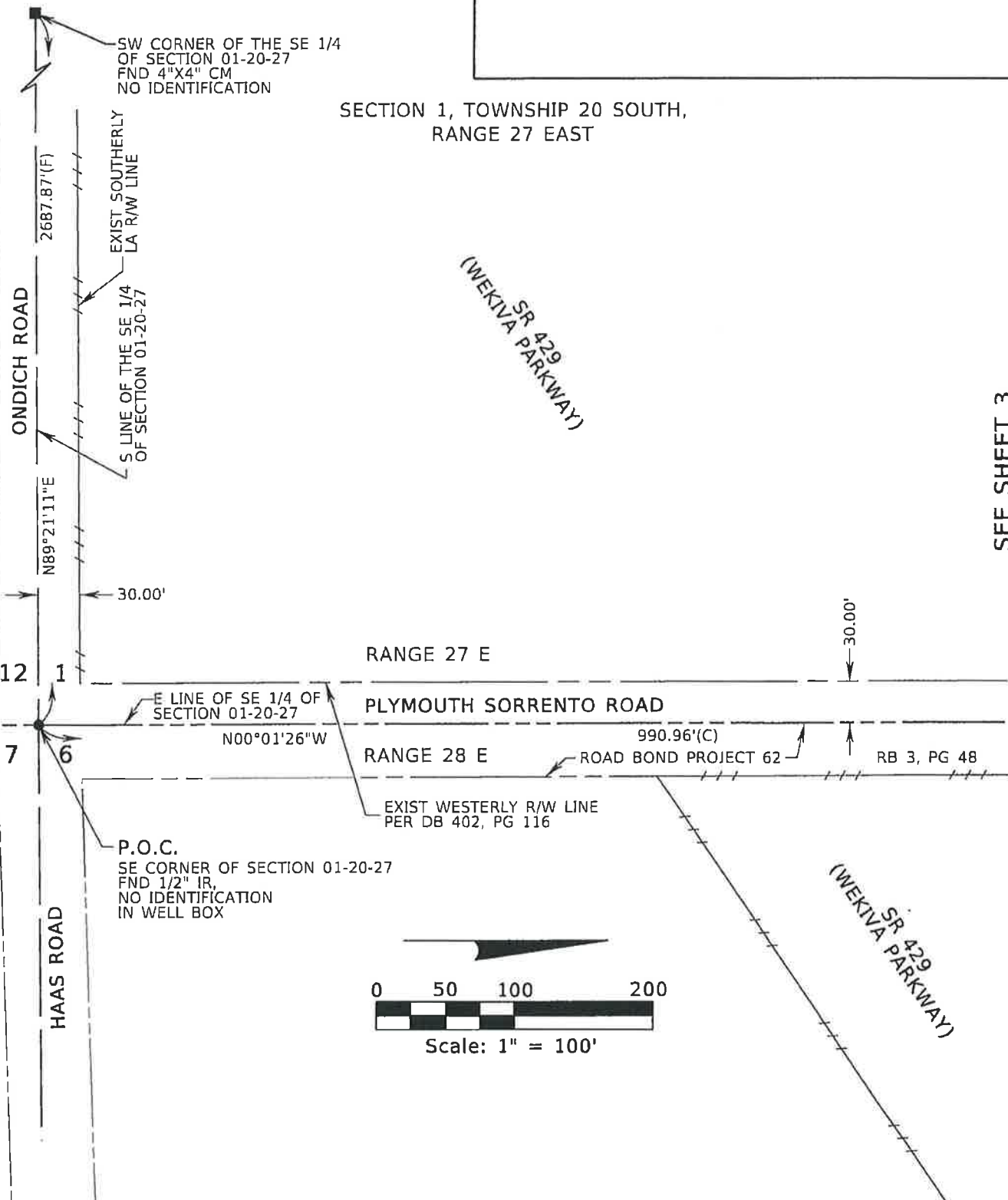
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST



SEE SHEET 3

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 266



GEODATA CONSULTANTS, INC.
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1349 S INTERNATIONAL PKWY
SUITE 2401
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LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

SR 429
(WEKIVA PARKWAY)

R/W TRANSFER AREA = 800 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

SEE SHEET 2

EXIST NORTHERLY
LA R/W LINE

NOT PLATTED

N00°01'26"W
20.00'(C)
LA R/W LINE

S89°08'49"W
40.00'(C)

40.00'

N89°08'49"E
40.00'(C)

266

30.00'

EXIST WESTERLY R/W LINE
PER DB 402, PG 134

P.O.B.

PLYMOUTH SORRENTO ROAD

RANGE 27 E

990.96'(C)
N00°01'26"W

S00°01'26"E
20.00'(C)

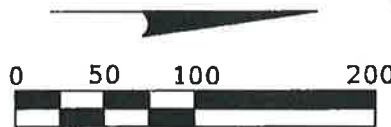
ROAD BOND
PROJECT 62

EXIST WESTERLY R/W LINE
PER DB 402, PG 116

RANGE 28 E
RB 3, PG 48

S89°08'49"W
30.00'(C)

SR 429
(WEKIVA PARKWAY)



Scale: 1" = 100'

NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 266



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	ℙ	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RB	= ROAD BOOK
ID	= IDENTIFICATION	RT	= RIGHT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	SF	= SQUARE FEET
IRC	= IRON ROD AND CAP	SR	= STATE ROAD
		STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°01'26" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul de Olivero
H. Paul de Olivero, Professional Land Surveyor No. 4990

8-12-2021
DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 266**



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-204
PLYMOUTH SORRENTO ROAD
PORTION OF PARCEL 275

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELL BOX WITH NO IDENTIFICATION; THENCE NORTH 87°59'58" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 39.20 FEET TO THE INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EXISTING EAST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°06'57" WEST ALONG SAID SOUTHERLY PROLONGATION LINE AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 445.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°06'57" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 783.53 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 69°21'50"EAST, A DISTANCE OF 2.98 FEET; THENCE SOUTH 00°01'26"EAST, A DISTANCE OF 783.53 FEET; THENCE SOUTH 55°37'47" WEST, A DISTANCE OF 1.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,694 SQUARE FEET, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF EAST LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 275**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

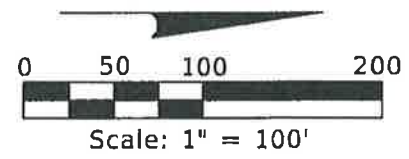
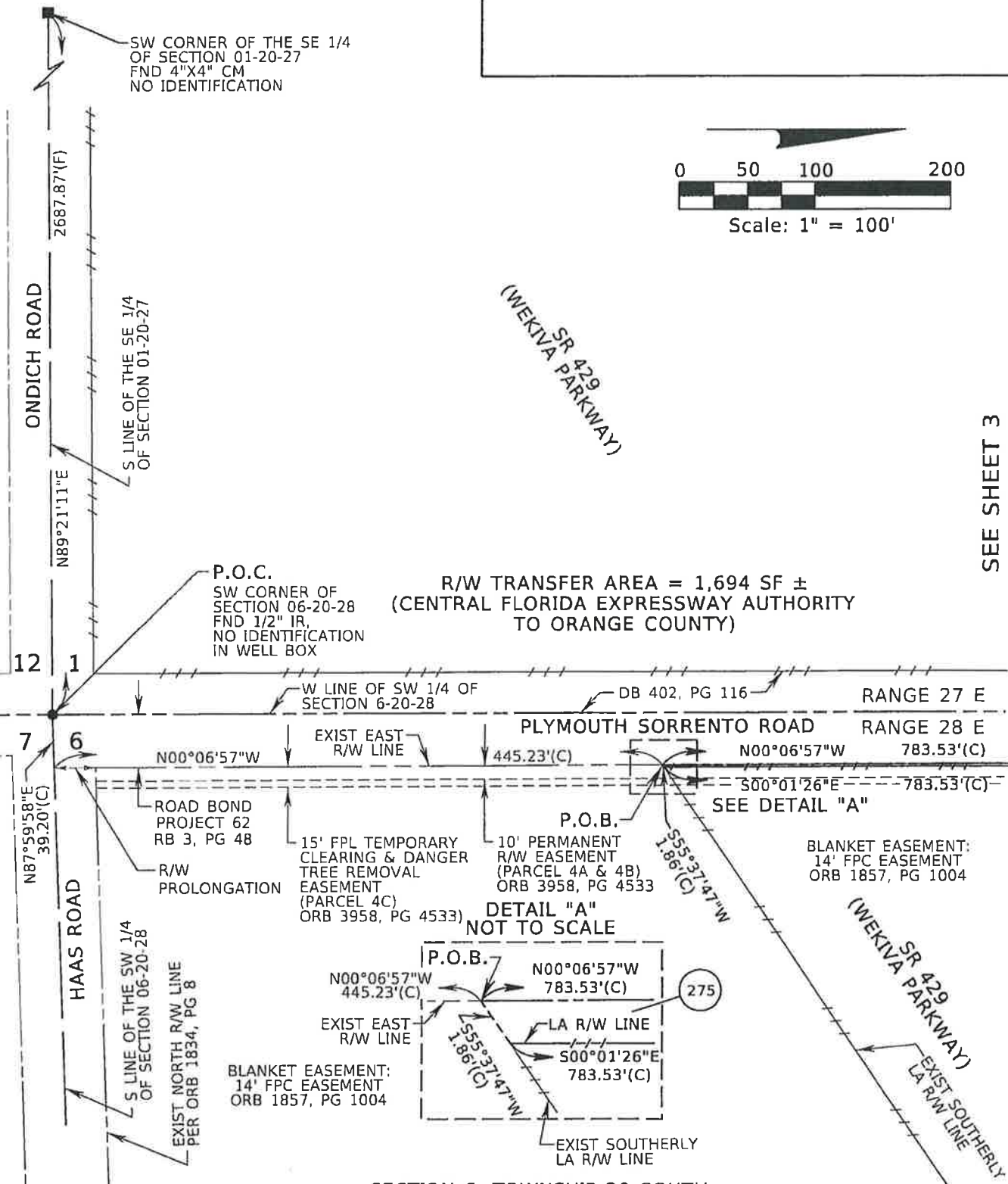
SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SEE SHEET 3

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SECTION 6, TOWNSHIP 20 SOUTH,
RANGE 28 EAST

SHEET 2 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

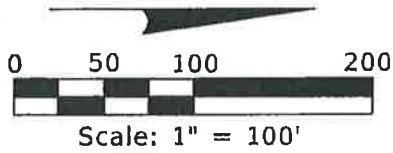
PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 275

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SKETCH OF DESCRIPTION

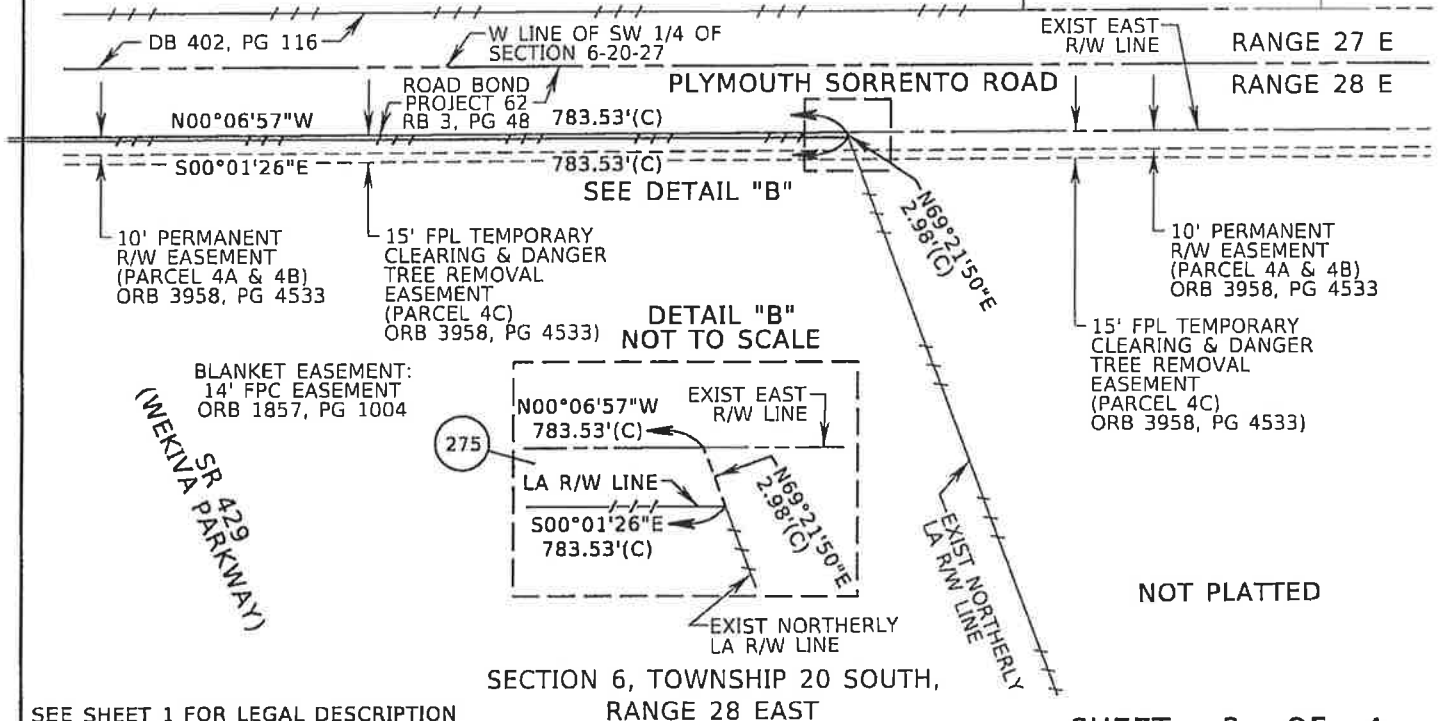


SEE SHEET 2

(WEKIVA PARKWAY)
SR 429

NOT PLATTED

R/W TRANSFER AREA = 1,694 SF ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)



NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 275



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SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

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LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS


(C)	= CALCULATED	LA	= LIMITED ACCESS
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E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RB	= ROAD BOOK
FPC	= FLORIDA POWER CORPORATION	RT	= RIGHT
FPL	= FLORIDA POWER & LIGHT	R/W	= RIGHT OF WAY
ID	= IDENTIFICATION	SF	= SQUARE FEET
IP	= IRON PIPE	SR	= STATE ROAD
IR	= IRON ROD	STA	= STATION
IRC	= IRON ROD AND CAP		

GENERAL NOTES:

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2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 06, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 87°59'58" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

			<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p>  <p>H. Paul deVivero, Professional Land Surveyor No. 4990</p> <p style="text-align: right;">8-12-2021 DATE</p>
REVISION	BY	DATE	

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-204
PARCEL 275**

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205
COUNTY ROAD 435 (MT PLYMOUTH ROAD)
PORTION OF PARCEL 291 - EAST

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 4"X4" CONCRETE MONUMENT WITH 3/8" IRON PIPE (OUTSIDE DIAMETER) WITH NO IDENTIFICATION, AS SHOWN ON CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR STATE ROAD NUMBER 429, PROJECT NUMBER 429-205; THENCE SOUTH 88°13'13" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 418.03 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 22°54'03" EAST, A DISTANCE OF 109.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 3530.00 FEET, A CHORD BEARING OF SOUTH 17°02'00" EAST AND A CHORD DISTANCE OF 723.40 FEET; THENCE RUN SOUTHERLY 724.67 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°45'44" TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3999.72 FEET, A CHORD BEARING OF SOUTH 59°01'08" WEST AND A CHORD DISTANCE OF 28.37 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 58°48'56" WEST, RUN SOUTHWESTERLY 28.37 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°24'23" TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 435 (MT PLYMOUTH ROAD), SAID POINT BEING ON A NON TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1499.36 FEET, A CHORD BEARING OF NORTH 15°47'48" WEST AND A CHORD DISTANCE OF 388.44 FEET; THENCE THE FOLLOWING THREE COURSES ALONG SAID RIGHT OF WAY LINE; THENCE DEPARTING SAID CURVE, FROM A TANGENT BEARING OF NORTH 08°21'14" WEST, RUN NORTHERLY 389.53 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°53'08" TO THE POINT OF TANGENCY; THENCE NORTH 23°14'22" WEST, A DISTANCE OF 338.23 FEET; THENCE NORTH 22°54'03" WEST, A DISTANCE OF 328.27 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3669.72 FEET, A CHORD BEARING OF NORTH 67°36'46" EAST AND A CHORD DISTANCE OF 56.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, FROM A TANGENT BEARING OF NORTH 68°03'00" EAST, RUN NORTHEASTERLY 56.00 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°52'28"; THENCE DEPARTING SAID CURVE, RUN SOUTH 22°54'03" EAST, A DISTANCE OF 218.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.051 ACRES, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF EASTERLY LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL 291

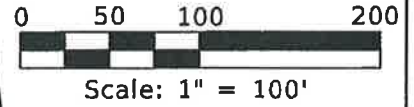


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LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

NE CORNER OF THE SW 1/4 OF SECTION 5-20-28
 FND 1/2" IR NO ID
 FND 3.5" AXLE NO ID
 0.03'S, 5.07'W(F)
 (LOCALLY ACCEPTED CORNER AS SHOWN PER PB B, PAGE 27)
 FND 1 1/2" IP NO ID
 0.43'N, 5.15'W(F)

TOWNSHIP 20 SOUTH,
 RANGE 28 EAST



NOT PLATTED

LOT 18

CITY OF APOPKA

SR 429
 (WEKIVA PARKWAY)

SECTION 5

2819.72'(F)

SR PB 2, PG 60

LOT 19

R/W TRANSFER AREA
 = 1.051 ACRES ±
 (CENTRAL FLORIDA EXPRESSWAY AUTHORITY TO ORANGE COUNTY)

N.T.
 TB=N68°03'00"E

ORB 9158,
 PG 119

J.B. BABCOCK'S
 SUBDIVISION
 PLAT BOOK B,
 PAGE 27

SEE SHEET 3

EXIST EASTERLY
 R/W LINE

P.O.B.

291

CR 435
 (MT PLYMOUTH RD)

N22°54'03"W
 328.27'(C)

S22°54'03"E
 218.73'(C)

SECTION 5

N23°14'22"W
 338.23'(F)

LA R/W LINE

S22°54'03"E
 109.13'(C)

SR 429
 (WEKIVA PARKWAY)

Δ=11°45'44"(C)
 R=3530.00'(C)
 L=724.67'(C)
 CD=723.40'(C)
 CB=S17°02'00"E

N LINE OF
 SE 1/4
 418.03'(C)

LOT 19

Δ=00°52'28"(C)
 R=3669.72'(C)
 L=56.00'(C)
 CD=56.00'(C)
 CB=N67°36'46"E

EXIST NORTHWESTERLY
 LA R/W LINE

CITY OF APOPKA

P.O.C.
 SE CORNER OF THE
 NE 1/4 OF SECTION 5-20-28
 FND 4"X4" CM
 W/ 3/8" IP (OD) NO ID,
 AS SHOWN ON CENTRAL
 FLORIDA EXPRESSWAY
 AUTHORITY RIGHT OF WAY
 MAP FOR SR NUMBER 429,
 PROJECT NUMBER 429-205
 (CCR 071403)

SECTION 4

SEE SHEET 1 FOR LEGAL DESCRIPTION
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

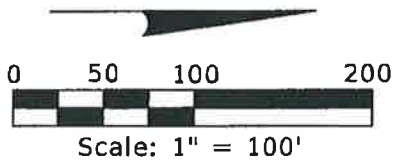
SHEET 2 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 DATE: OCTOBER 29, 2020
 PROJECT NO.: D08-01
 DRAWN: RTS CHECKED: RJH

STATE ROAD 429
 CFX PROJECT NO. 429-205
 PARCEL 291

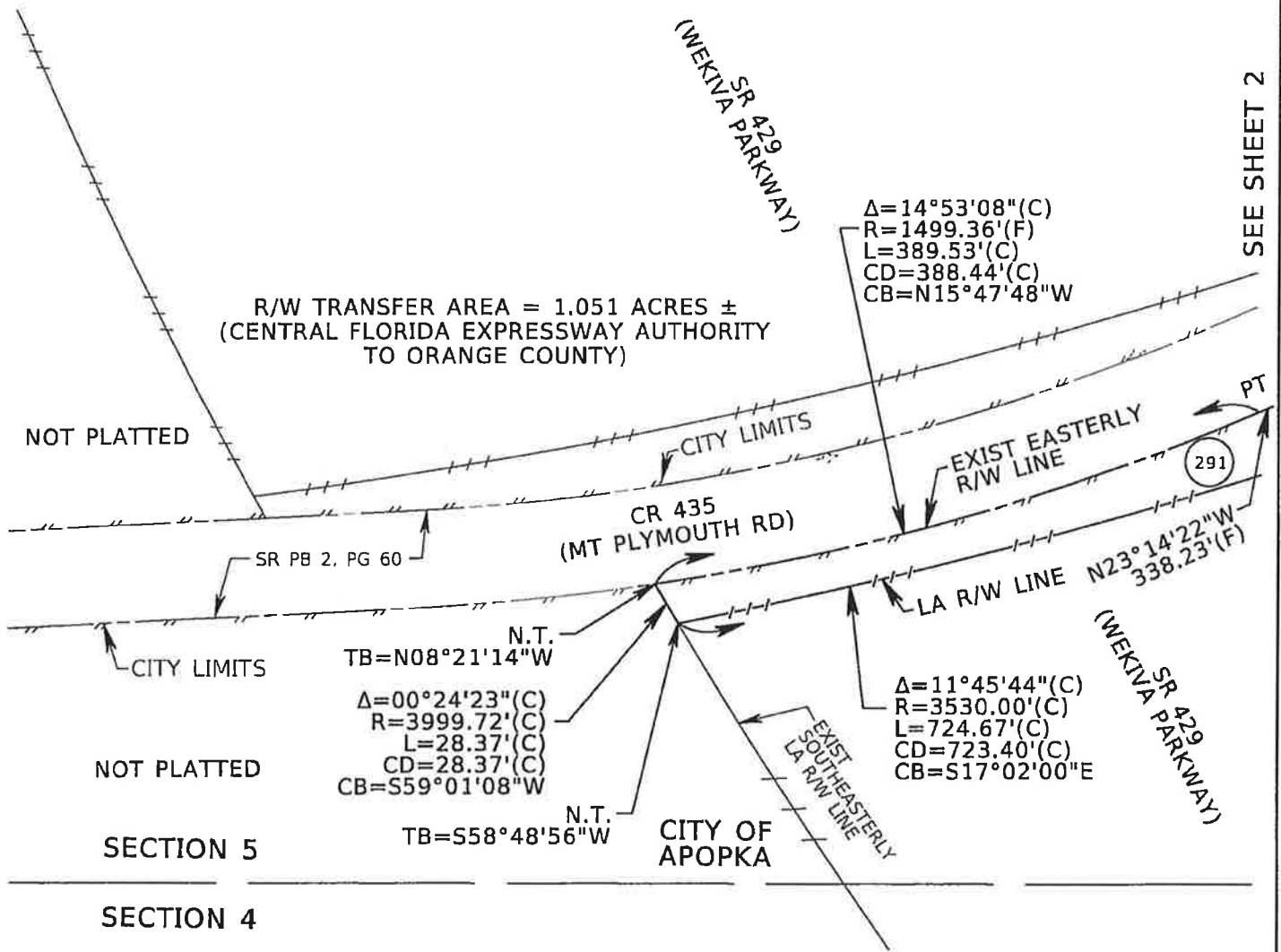
GEODATA CONSULTANTS, INC.
 SURVEYING & MAPPING
 1349 S INTERNATIONAL PKWY
 SUITE 2401
 LAKE MARY, FLORIDA 32746
 VOICE: (407) 732-6965 FAX: 878-0841
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



TOWNSHIP 20 SOUTH,
RANGE 28 EAST

CITY OF
AOPKA



SEE SHEET 2

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL 291

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
CB	= CHORD BEARING	LT	= LEFT
CD	= CHORD DISTANCE	MT	= MOUNT
CR	= COUNTY ROAD	N:	= NORTHING
Δ	= DELTA	NO.	= NUMBER
(D)	= DEED	N.T.	= NON TANGENT
(F)	= FIELD	(OD)	= OUTSIDE DIAMETER
CCR	= CERTIFIED CORNER RECORD	ORB	= OFFICIAL RECORDS BOOK
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	ℙ	= PROPERTY LINE
CM	= CONCRETE MONUMENT	PB	= PLAT BOOK
DB	= DEED BOOK	PC	= POINT OF CURVATURE
E:	= EASTING	PG	= PAGE
EXIST	= EXISTING	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
ID	= IDENTIFICATION	PT	= POINT OF TANGENCY
IP	= IRON PIPE	R	= RADIUS
IR	= IRON ROD	RD	= ROAD
IRC	= IRON ROD AND CAP	RT	= RIGHT
L	= LENGTH	R/W	= RIGHT OF WAY
		SR	= STATE ROAD
		STA	= STATION
		TB	= TANGENT BEARING
		W/	= WITH

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 05, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 88°13'13" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 471 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature] **8-12-2021**
H. Paul deVivato, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL 291**

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205
COUNTY ROAD 435 (MT PLYMOUTH ROAD)
PORTION OF PARCEL 291 - WEST

PURPOSE: RIGHT OF WAY TRANSFER TO
ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 4"X4" CONCRETE MONUMENT WITH 3/8" IRON PIPE (OUTSIDE DIAMETER) WITH NO IDENTIFICATION, AS SHOWN ON CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR SR NUMBER 429, PROJECT NUMBER 429-205; THENCE SOUTH 88°13'13" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 542.38 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 435 (MT PLYMOUTH ROAD); THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 22°54'03" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 56.63 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING FOUR COURSES ALONG SAID RIGHT OF WAY LINE; THENCE CONTINUE SOUTH 22°54'03" EAST, A DISTANCE OF 97.40 FEET; THENCE SOUTH 23°14'22" EAST, A DISTANCE OF 338.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1439.36 FEET, A CHORD BEARING OF SOUTH 12°58'20" EAST AND A CHORD DISTANCE OF 513.10 FEET; THENCE RUN SOUTHERLY 515.86 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°32'04" TO THE POINT OF TANGENCY; THENCE SOUTH 02°42'18" EAST, A DISTANCE OF 91.20 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 4189.62 FEET, A CHORD BEARING OF SOUTH 61°30'55" WEST AND A CHORD DISTANCE OF 15.43 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, FROM A TANGENT BEARING OF SOUTH 61°24'35" WEST, RUN SOUTHWESTERLY 15.43 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°12'40" TO A POINT ON A NON TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3410.00 FEET, A CHORD BEARING OF NORTH 14°59'10" WEST AND A CHORD DISTANCE OF 939.11 FEET; THENCE DEPARTING SAID CURVE, FROM A TANGENT BEARING OF NORTH 07°04'17" WEST, RUN NORTHERLY 942.10 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°49'46" TO THE POINT OF TANGENCY; THENCE NORTH 22°54'03" WEST, A DISTANCE OF 97.43 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3815.47 FEET, A CHORD BEARING OF NORTH 56°50'25" EAST AND A CHORD DISTANCE OF 4.06 FEET; THENCE FROM A TANGENT BEARING OF NORTH 56°52'15" EAST, RUN NORTHEASTERLY 4.06 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°03'40" TO THE POINT OF BEGINNING.

CONTAINING 0.502 ACRES, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF WESTERLY LINE OF SAID PARCEL.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL 291



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

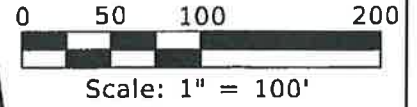
VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

NE CORNER OF THE SW 1/4 OF SECTION 5-20-28
 FND 1/2" IR NO ID
 FND 3.5" AXLE NO ID
 0.03'S, 5.07'W(F)
 (LOCALLY ACCEPTED CORNER AS SHOWN PER PB B, PAGE 27)
 FND 1 1/2" IP NO ID
 0.43'N, 5.15'W(F)

TOWNSHIP 20 SOUTH,
 RANGE 28 EAST



NOT PLATTED

LOT 18

CITY OF APOPKA

(WEKIVA PARKWAY)
 SR 429

EXIST NORTHWESTERLY
 LA R/W LINE

$\Delta = 00^{\circ}03'40''(C)$
 $R = 3815.47'(C)$
 $L = 4.06'(C)$
 $CD = 4.06'(C)$
 $CB = N56^{\circ}50'25''E$

2819.72'(F)

LOT 19

CR 435
 (MT PLYMOUTH RD)

ORB 9158,
 PG 119

J.B. BABCOCK'S
 SUBDIVISION
 PLAT BOOK B,
 PAGE 27

$\Delta = 15^{\circ}49'46''(C)$
 $R = 3410.00'(C)$
 $L = 942.10'(C)$
 $CD = 939.11'(C)$
 $CB = N14^{\circ}59'10''W$

N.T.
 $TB = N56^{\circ}52'15''E$
 $PT = N22^{\circ}54'03''W$
 97.43'(C)

$S22^{\circ}54'03''E$
 56.63'(F)

SEE SHEET 3

LA R/W LINE
 $S23^{\circ}14'22''E$
 338.41'(F)

$S22^{\circ}54'03''E$
 97.40'(F)

P.O.B.

SECTION 5

N LINE OF SE 1/4

542.38'(F)

588°13'13"W

(WEKIVA PARKWAY)
 SR 429

SECTION 5

LOT 19

R/W TRANSFER AREA = 0.502 ACRES ±
 (CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 TO ORANGE COUNTY)

CITY OF APOPKA

P.O.C.
 SE CORNER OF THE
 NE 1/4 OF SECTION 5-20-28
 FND 4"X4" CM
 W/ 3/8" IP (OD) NO ID,
 AS SHOWN ON CENTRAL
 FLORIDA EXPRESSWAY
 AUTHORITY RIGHT OF WAY
 MAP FOR SR NUMBER 429,
 PROJECT NUMBER 429-205
 (CCR 071403)

SECTION 4

SEE SHEET 1 FOR LEGAL DESCRIPTION
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

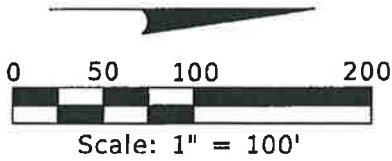
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
 CFX PROJECT NO. 429-205
 PARCEL 291



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

SKETCH OF DESCRIPTION



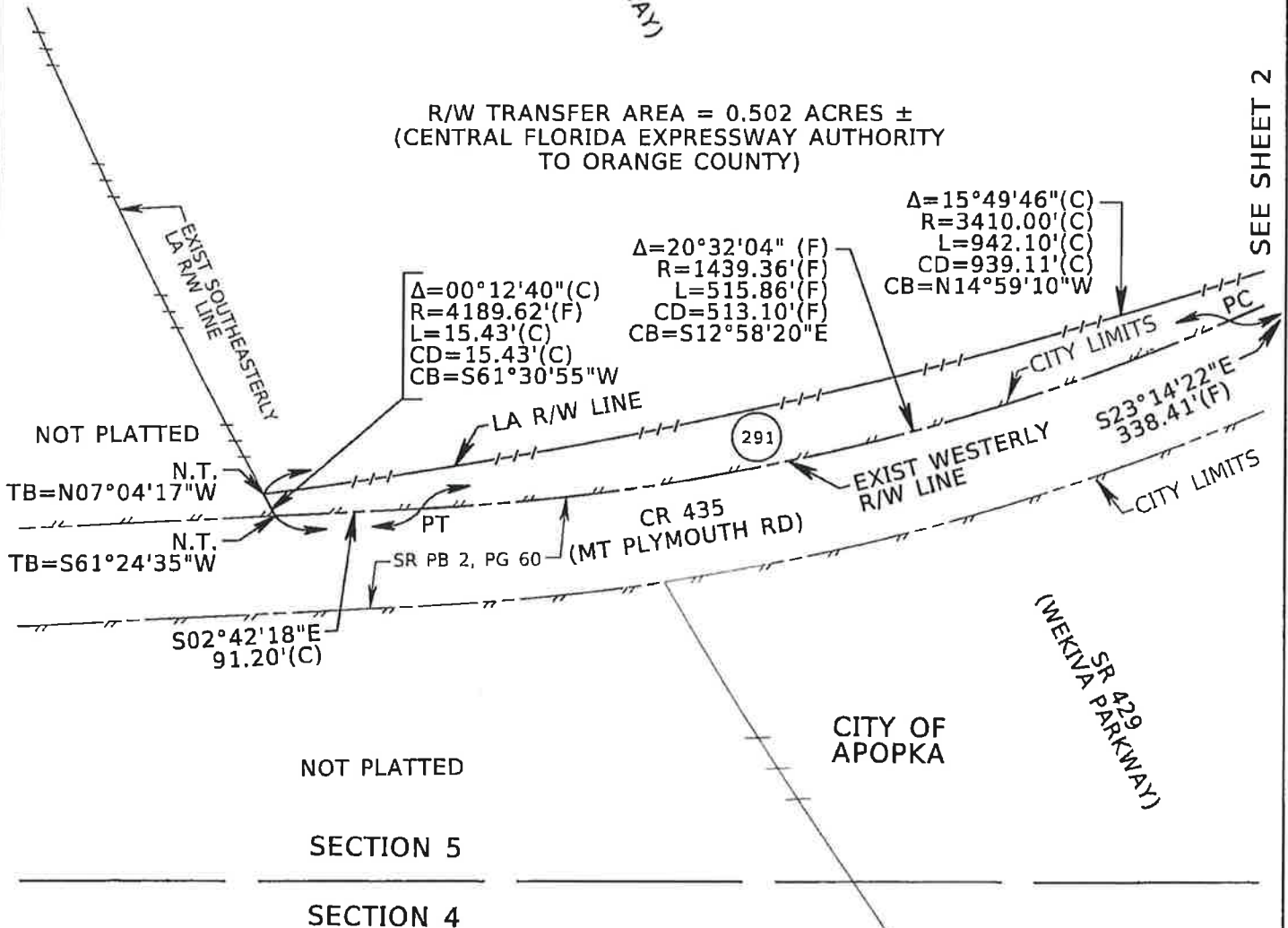
**TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

**CITY OF
APOPKA**

(WEKIVA PARKWAY)
SR 429

R/W TRANSFER AREA = 0.502 ACRES ±
(CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO ORANGE COUNTY)

SEE SHEET 2



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL 291**



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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

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L	= LENGTH	R/W	= RIGHT OF WAY
		SR	= STATE ROAD
		STA	= STATION
		TB	= TANGENT BEARING
		W/	= WITH

GENERAL NOTES:

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2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 05, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 88°13'13" WEST.
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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

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H. Paul deVivero, Professional Land Surveyor No. 4990
DATE: 8-12-2021

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

**STATE ROAD 429
CFX PROJECT NO. 429-205
PARCEL 291**



GEODATA CONSULTANTS, INC.
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SUITE 2401
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VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

EXHIBIT "B"
Existing L/A Lines

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429

PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: RELEASE OF LIMITED ACCESS RIGHTS
PONKAN ROAD

A PORTION OF PARCELS 156, 157 AND 158, PROJECT NO. 429-202

LEGAL DESCRIPTION

RELEASE OF ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1" IRON PIPE WITH NO IDENTIFICATION; THENCE NORTH 89°49'04" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, A DISTANCE OF 937.97 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°15'01" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE OF PONKAN ROAD PER DEED BOOK 402, PAGE 131 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING FOR LINE A AND LINE B; THENCE NORTH 89°49'04" WEST ALONG SAID NORTH LINE, A DISTANCE OF 410.99 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°14'39" EAST ALONG SAID WEST LINE, A DISTANCE OF 55.00 FEET TO THE POINT OF TERMINUS OF LINE A; THENCE BEGIN AT THE POINT OF BEGINNING FOR LINE A AND LINE B AND RUN NORTH 00°15'01" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF TERMINUS OF LINE B.

RELEASE OF LIMITED ACCESS RIGHTS ALONG LINES WITHOUT AREA.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MAY 29, 2019

PROJECT NO.: D08-01

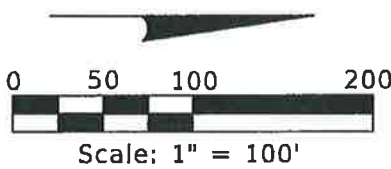
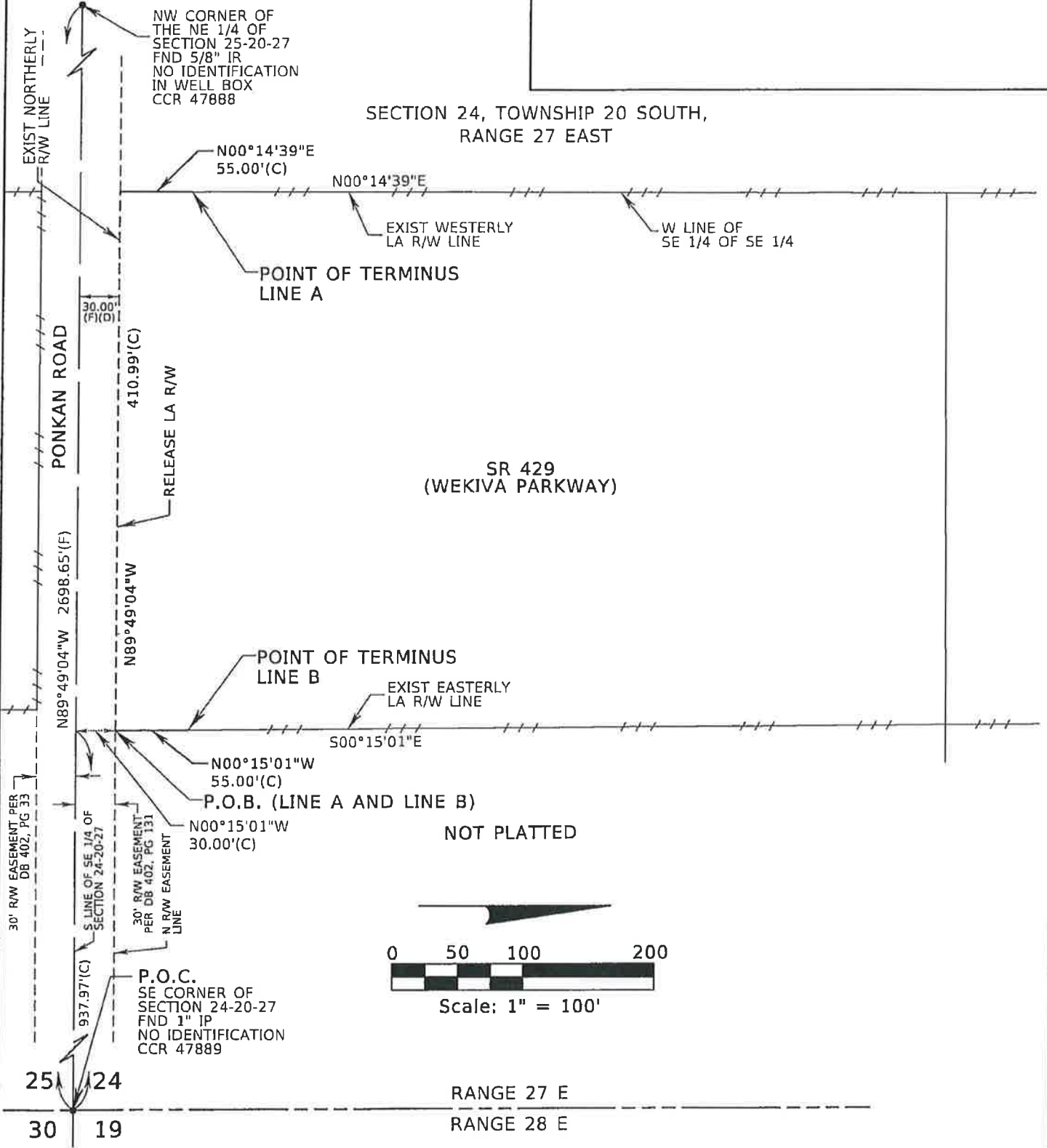
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202



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

SKETCH OF DESCRIPTION



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: MAY 29, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202

 **GEODATA CONSULTANTS, INC.**
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY SUITE 2401
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SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS


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IRC	= IRON ROD AND CAP	STA	= STATION

GENERAL NOTES:

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2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 89°49'04" WEST.
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
SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

			<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</p>  <p>H. Paul deVivero, Professional Land Surveyor No. 4980</p> <p style="text-align: right;">8-12-2021</p>
REVISION	BY	DATE	

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: MAY 29, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-202

 **GEODATA CONSULTANTS, INC.**
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
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LAKE MARY, FLORIDA 32746
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LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429

PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: RELEASE OF LIMITED ACCESS RIGHTS
PLYMOUTH SORRENTO ROAD

A PORTION OF PARCELS 258-262 AND 264-266, PROJECT NO. 429-204

LEGAL DESCRIPTION

RELEASE OF ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELLBOX WITH NO IDENTIFICATION; THENCE NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD PER DEED BOOK 402, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING OF LINE A AND LINE B; THENCE NORTH 00°01'26" WEST ALONG SAID RIGHT OF WAY LINE, 30.00 FEET WEST OF AND PARALLEL TO AFORESAID EAST LINE, A DISTANCE OF 1298.74 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 89°08'49" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF TERMINUS OF LINE A. THENCE BEGIN AT THE POINT OF BEGINNING FOR LINE A AND LINE B AND RUN SOUTH 89°21'11" WEST, 30.00 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 40.00 FEET TO THE POINT OF TERMINUS OF LINE B.

RELEASE OF LIMITED ACCESS RIGHTS ALONG LINES WITHOUT AREA.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MAY 29, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

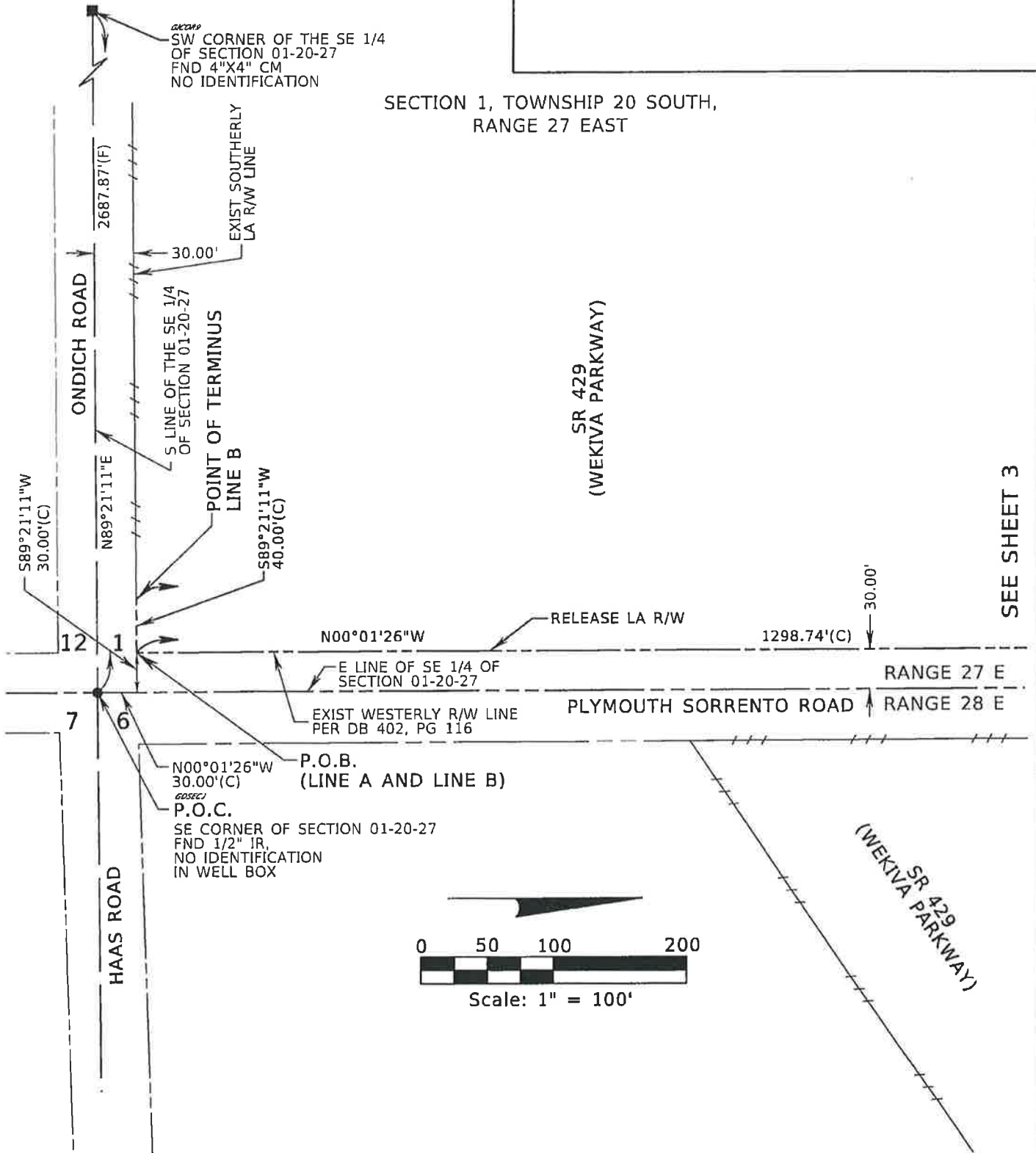
STATE ROAD 429
CFX PROJECT NO. 429-204



GEODATA CONSULTANTS, INC.
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SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MAY 29, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



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SKETCH OF DESCRIPTION

SECTION 1, TOWNSHIP 20 SOUTH,
RANGE 27 EAST

SEE SHEET 2

SR 429
(WEKIVA PARKWAY)

EXIST NORTHERLY
LA R/W LINE

NOT PLATTED

S89°08'49"W
40.00'(C)

POINT OF TERMINUS
LINE A

30.00'

N00°01'26"W

RELEASE LA R/W

1298.74'(C)

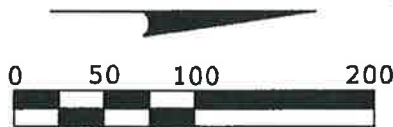
RANGE 27 E

RANGE 28 E

PLYMOUTH SORRENTO ROAD

EXIST WESTERLY R/W LINE
PER DB 402, PG 116

(WEKIVA SR 429
PARKWAY)



Scale: 1" = 100'

NOT PLATTED

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MAY 29, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204



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SUITE 2403
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

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

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 01, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 00°01'26" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4


I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

[Signature] 8-12-2021
H. Paul DeVivero, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: MAY 29, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429

PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: RELEASE OF LIMITED ACCESS RIGHTS
PLYMOUTH SORRENTO ROAD

A PORTION OF PARCEL 275, PROJECT NO. 429-204

LEGAL DESCRIPTION

RELEASE OF ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON ROD IN WELL BOX WITH NO IDENTIFICATION; THENCE NORTH 87°59'58" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 39.20 FEET TO THE INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EXISTING EAST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°06'57" WEST ALONG SAID SOUTHERLY PROLONGATION LINE AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 445.23 FEET TO THE POINT OF BEGINNING FOR LINE A AND LINE B; THENCE CONTINUE NORTH 00°06'57" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 783.53 FEET; THENCE NORTH 69°21'50" EAST, A DISTANCE OF 2.98 FEET TO THE POINT OF TERMINUS OF LINE A; THENCE BEGIN AT THE POINT OF BEGINNING FOR LINE A AND LINE B AND RUN NORTH 55°37'47" EAST, A DISTANCE OF 1.86 FEET TO THE POINT OF TERMINUS OF LINE B.

RELEASE OF LIMITED ACCESS RIGHTS ALONG LINES WITHOUT AREA.

SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: JULY 01, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204

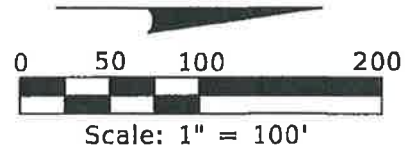
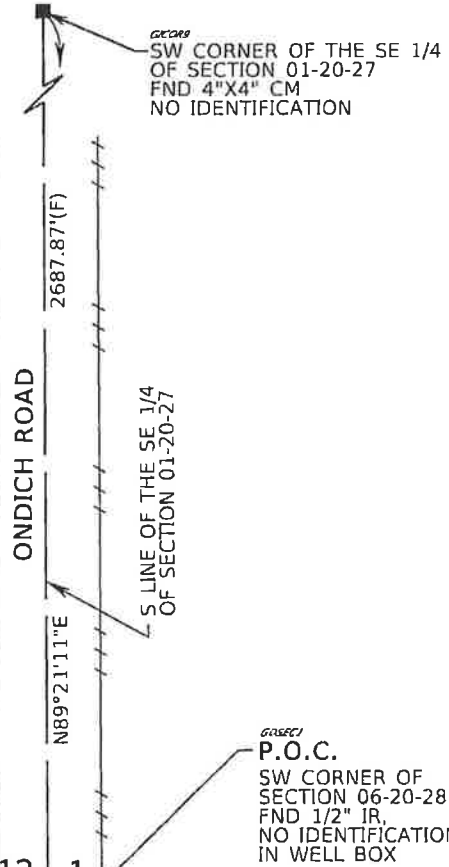


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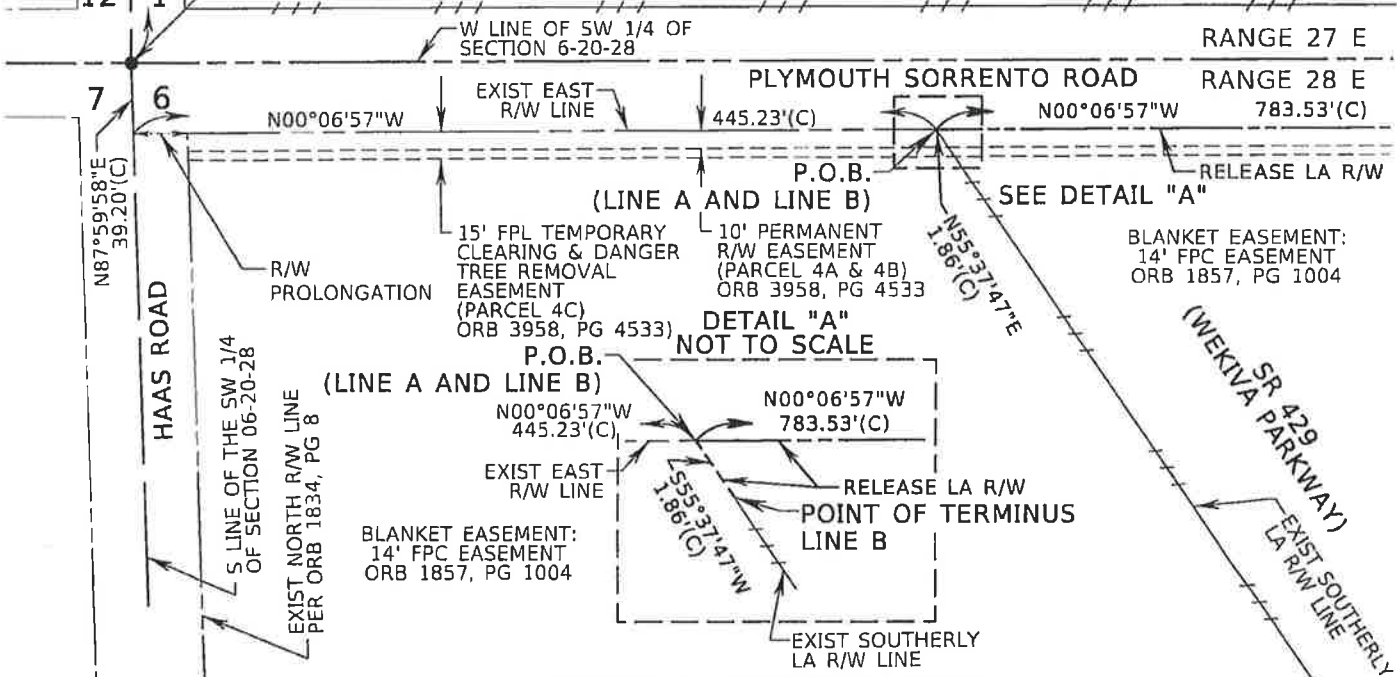
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SR 429
(WEKIVA PARKWAY)

SEE SHEET 3



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SECTION 6, TOWNSHIP 20 SOUTH,
RANGE 28 EAST

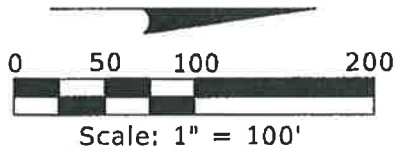
SHEET 2 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DATE: JULY 01, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204

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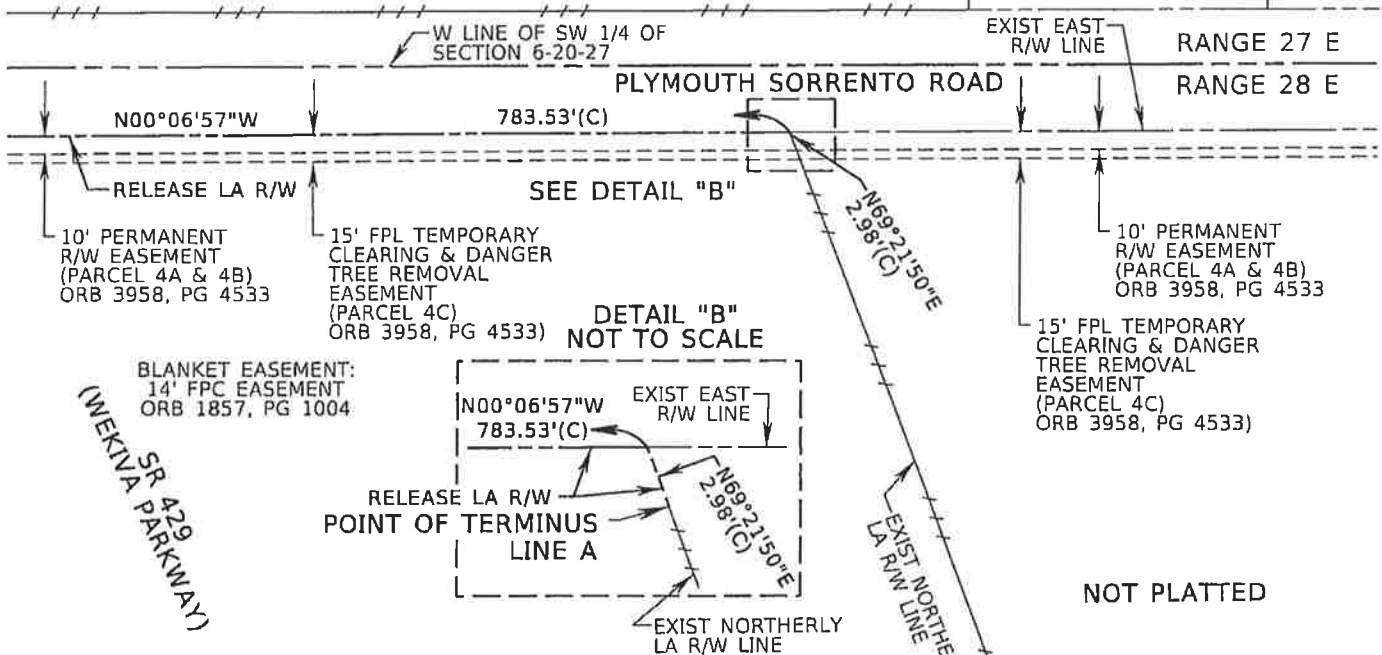
SKETCH OF DESCRIPTION



SEE SHEET 2

SR 429
(WEKIVA PARKWAY)

NOT PLATTED



NOT PLATTED

SECTION 6, TOWNSHIP 20 SOUTH,
RANGE 28 EAST

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: JULY 01, 2019
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STATE ROAD 429
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E:	= EASTING	P.O.B.	= POINT OF BEGINNING
EXIST	= EXISTING	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	RT	= RIGHT
FPC	= FLORIDA POWER CORPORATION	R/W	= RIGHT OF WAY
FPL	= FLORIDA POWER & LIGHT	SQ	= SQUARE
ID	= IDENTIFICATION	SR	= STATE ROAD
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SEE SHEETS 2 AND 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4


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[Signature] **8-12-2021**
H. Paul deViviero, Professional Land Surveyor No. 4990 DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: JULY 01, 2019
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

STATE ROAD 429
CFX PROJECT NO. 429-204

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**CONSENT AGENDA ITEM
#11**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Laura Newlin Kelly, Associate General Counsel *lnk*

DATE: August 26, 2021

SUBJECT: Right-of-Way Transfer and Continuing Maintenance Agreement Between the Central Florida Expressway Authority and Orange County, Florida (Clarcona-Ocoee Road/West Road)
Project Number 429-603
Parcels 62-100, 62-150, Part A and B, 62-850, 62-161 Partial 2, 62-171 Part A, 62-172, Part B, 62-174 Part A and B, 62-175, 62-176

BACKGROUND

Central Florida Expressway Authority's predecessor in interest (now "CFX") acquired various real properties for the construction of State Road 429 and associated facilities (collectively, the "Expressway Facilities"). In the course of the construction of the Expressway Facilities and related improvements to Clarcona-Ocoee Road, Ocoee-Apopka Road and West Road, CFX acquired certain real property for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements and relocated, reconfigured and realigned local roadways to ensure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible. 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 and real property that were intended to be a part of Orange County, Florida's ("County") local road network. Those portions of parcels 62-150, Part A and B, 62-850, 62-161 Partial 2, 62-171A, 62-172 Part B, 62-174 Part A and B, 62-175, and 62-176 (collectively, the "CFX Parcels") that are intended to be a part of the County roadway system are more particularly depicted on the map attached hereto as **Attachment "A"** ("Map").

In order to ensure all local road right-of-way and associated facilities are owned by the County and all right-of-way and associated facilities operated as a part of the Expressway System are owned and maintained by CFX, CFX and the County desire to enter into the proposed Right-of-Way Transfer and Continuing Maintenance Agreement to effectuate the transfer of certain ownership interests. The proposed Right-of-Way Transfer and Continuing Maintenance Agreement is attached hereto as **Attachment "B"** ("Agreement"). Pursuant to the terms of the proposed Agreement, CFX agrees to transfer the CFX Parcels to the County for ownership and maintenance and the release and reestablishment of the limited access right-of-way lines along the

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WWW.CFXWAY.COM



CFX Parcels. 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 will agree to undertake the continuing maintenance of the CFX Parcels and to transfer to CFX those portions of the right-of-way currently owned by the County identified as Parcel 62-100 for use as a part of CFX's Expressway System ("County Parcel"). The County Parcel is more specifically depicted on the Map.

A portion of the CFX Parcels is encumbered with limited access lines held by CFX running along the boundaries of the CFX Parcels ("Existing L/A Lines"). With the transfer of the CFX Parcels to the County, it is in the best interest of CFX to relocate and reestablish the location of the Existing L/A Lines to align with the boundary lines of the CFX Parcels 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.

Pursuant to CFX's Property Acquisition, Disposition & Permitting Procedures Manual, 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. Accordingly, CFX's General Engineering Consultant has certified that the CFX Parcels are not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes and that the disposition of the CFX Parcels would not impede or restrict the Expressway System. A copy of the certification is attached hereto as **Attachment "C"**.

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. CFX's General Engineering Consultant has reviewed the legal descriptions, maintenance functions, and maintenance responsibilities.

The Right-of-Way Committee met and reviewed this item on August 25, 2021 and recommended the approval of the Resolution Declaring Property as Surplus Property Available for Sale, Authorizing the Transfer of Surplus Property with Orange County, Florida and Release and Reestablishment of Limited Access Lines, attached hereto as **Attachment "D"**, and the approval of the 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 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) the Existing L/A Lines will not be released until CFX Parcels are conveyed to, and accepted by, the County; and (4) approval of the legal descriptions, deeds, maintenance functions, and maintenance responsibilities by CFX's General Engineering Consultant.

REQUEST

Board's approval of the following is requested:

Resolution Declaring Property as Surplus Property Available for Sale, Authorizing the Transfer of Surplus Property with the Orange County, Florida 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 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) the Existing L/A Lines will not be released until CFX Parcels are conveyed to, and accepted by, the County; and (4) approval of the legal descriptions, deeds, maintenance functions, and maintenance responsibilities by CFX's General Engineering Consultant.

ATTACHMENTS

- A. Map
- B. Right-of-Way Transfer and Continuing Maintenance Agreement
- C. Certificate from CFX's General Engineering Consultant
- D. Resolution Declaring Property as Surplus Property Available for Sale, Authorizing the Transfer of Surplus Property with Orange County, Florida and Release and Reestablishment of Limited Access Lines Pursuant to a Right of Way Transfer and Continuing Maintenance Agreement

Reviewed by: Woody Rodriguez

ATTACHMENT "B"

Project No. 429-603

Parcels 62-100, 62-150, Part A and B, 62-850, 62-161 Partial 2, 62-171 Part A, 62-172 Part B, 62-174 Part A and B, 62-175, 62-176

County Project: Clarcona-Ocoee Road/West Road Right-of-Way Transfer (CFX)

**RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT
BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND ORANGE COUNTY, FLORIDA
(Clarcona-Ocoee Road/West Road)**

THIS RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT (“Agreement”) is made and entered into on the last date of execution below by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32801-1393 (“County”). CFX and County are sometimes collectively referred to herein as the “Parties.”

WITNESSETH:

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

WHEREAS, pursuant to Section 125.01 and Chapter 336, Florida Statutes, County is empowered to provide and maintain arterial and other roads encompassing the county road system for the benefit of its citizens; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, “public roads may be transferred between jurisdictions . . . by mutual agreement;” and

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

WHEREAS, in the course of the construction of State Road 429 and improvements to Clarcona-Ocoee Road, Ocoee-Apopka Road and West Road, CFX acquired certain real property for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to ensure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible; and

WHEREAS, the construction of State Road 429 and improvements to Clarcona-Ocoee Road, Ocoee-Apopka Road and West Road are completed, and both Parties desire to conclude the land conveyances to ensure that title to all of County's right-of-way and related facilities is vested in County, subject to certain rights retained by CFX, and title to all of CFX's right-of-way and related facilities and crossings is vested in CFX; and

WHEREAS, concurrent with the conveyance of fee simple interest in the CFX Property (hereinafter defined) and County Property (hereinafter defined), the Parties agree to release, relocate, and reestablish certain limited access lines in favor of CFX, and remove, relocate, or construct any fences, walls, or light poles within the limited access line in accordance with the terms and conditions hereof; and

WHEREAS, the Parties also desire to define the future and continuing maintenance responsibilities for the right-of-way and related facilities and to set responsibility therefore.

NOW THEREFORE, for and in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, CFX and County agree as follows:

1. **Recitals**. The above recitals are true and correct and form a material part of this Agreement and are incorporated herein by reference.
2. **Right-of-Way Maps**. CFX previously delivered to County a full and complete set of right-of-way maps consisting of S.R. 429 Project 429-603.
3. **CFX Conveyance**. CFX agrees to transfer, assign, and convey to County, and County agrees to accept by quit claim deed, all of CFX's right, title, and interest in and to the real property located in Orange County, Florida designated as CFX parcels 62-150, Part A and B, 62-161 Partial 2, 62-171A, 62-172 Part B, 62-174 Part A and B, 62-175, 62-176, and 62-850, as more specifically described in **Exhibit "A"** attached hereto and incorporated herein by reference ("**CFX Property**"), subject to the covenants, reservations, conditions, restrictions, and easements of record, including, without limitation, a reservation for any air rights associated with any Expressway System bridge crossings of local roads. CFX and County agree that the quit claim deed 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 ("**CFX Deed**").
4. **County Conveyance**. County agrees to transfer and convey to CFX, and CFX agrees to accept by county deed, all of County's right, title, and interest in and to the real property located in Orange County, Florida designated as CFX parcel 62-100 as more specifically described in **Exhibit "C"** attached hereto and incorporated herein by reference ("**County Property**"), subject to the covenants, reservations, conditions, restrictions, and easements of record. CFX and County agree that the county deed to be executed and delivered under the provisions of this section shall be consistent with the requirements of Section 125.411, Florida Statutes, and be substantially in the form attached hereto as **Exhibit "D"** and incorporated herein by reference ("**County Deed**").

5. **Release and Establishment of Limited Access Lines.** Upon delivery of the County Deed to CFX, CFX hereby agrees to execute a notice of release of the limited access rights and lines represented by the limited access lines described in **Exhibit "E"** attached hereto and incorporated herein by reference ("**Existing L/A Lines**"); provided, however, the Parties agree this release shall not impact any other limited access lines or rights and the remaining lines and rights shall remain in full force and effect. The Parties agree that the terms and conditions of the notice of release shall be substantially in the form attached hereto as **Exhibit "F"** and incorporated herein by reference ("**Release**"). The Parties agree and acknowledge that the limited access lines shall be established as more particularly depicted in **Exhibit "G"** attached hereto and incorporated herein by reference ("**New L/A Lines**") and attached as an exhibit and identified in the County Deed, which establishment shall occur upon acceptance and recording of the County Deed and the legal descriptions referenced therein. The Parties agree and acknowledge that the release is made without any warranty or representation by CFX and is being released to County "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the Closing Date and will not act to convey or restore any abutter's rights including, without limitation, any claims for air, light and view between any abutting property and CFX's remaining property. To the extent permitted under, and without waiving any of the provisions of, Section 768.28, Florida Statutes, County further agrees to release and discharge CFX from any and all past, present, and future claims or actions arising out of, or in any way connected with, the location or relocation of the limited access line, including, without limitation, any claim for loss of access to any County's remaining property, business damages, severance damages, or any other damages.

6. **Removal and Replacement of Fence, Light Poles, and Walls.** At the Closing, County agrees to grant CFX a license to remove any existing fences, walls, light poles, or any other structures located within the CFX Property or along the Existing L/A Lines and replace, relocate, reinstall, or construct a new fence, wall, or light poles, within the CFX Property or along the New L/A Lines. This license shall remain in effect for eighteen (18) months from the Closing Date. CFX shall be responsible, at no cost to County, for any and all costs and expenses associated with CFX's exercise of the license and the removal, relocation, reinstallation, or construction of any fences, walls, light poles, or other structures associated with the license.

7. **Future and Continuing Maintenance.** The Parties agree that it is necessary and desirable to define with specificity the locations for future and continuing maintenance, and the details of such maintenance responsibility applicable to the following areas: 1. Local road bridge over CFX expressway system; 2. CFX expressways bridge over local road; 3. Canals/waterways originating or extending beyond CFX right-of-way; 4. Canals/waterways within CFX right-of-way; 5. Detention/retention pond and structures; 6. Utilities; and 7. Roadways (collectively, the "**Maintenance Areas**"), as such areas are defined in **Exhibit "H"** attached hereto and incorporated herein by reference. The Parties agree to perform, each at its sole cost and expense, and accept responsibility for any and all continuing and future maintenance obligations and responsibility for the Maintenance Areas as particularly allocated to each Party pursuant to **Exhibit "I"** attached hereto and incorporated by reference. The Parties agree that the maintenance functions and future and continuing maintenance responsibilities, as defined and allocated in **Exhibits "H" and "I,"** respectively, are necessary and properly defined and allocated. CFX does hereby agree to assume the future and continuing maintenance responsibility as outlined on

Exhibits “H” and “I” and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement. County does hereby agree to assume the future and continuing maintenance responsibility as outlined on Exhibits “H” and “I” and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibilities shall commence as of the date of this Agreement.

8. **Consideration.** The consideration for the CFX Property to be transferred to County and the County Property to be transferred to CFX, collectively referred to herein as the “Property,” shall be the respective values attributed to the release and reestablishment of the Existing L/A Lines and New L/A Lines, the removal and replacement of fences, light poles, and walls, and the continuing and future obligations to maintain the Property.

9. **Evidence of Title.** At any time before Closing, either Party, at its sole cost and expense, order a commitment from an agent for a policy of owner’s title insurance (“**Commitment**”) which shall be written on a title insurance company reasonably satisfactory and acceptable to that Party.

10. **Survey.** Either Party shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (“**Survey**”). The surveyor shall provide certified legal descriptions and sketches of said descriptions and the legal descriptions will be included in the deed subject to the approval of the Parties.

11. **Deed Restriction; Reverter.** The CFX Property conveyed to County shall be utilized for the purpose of public right-of-way. The Parties agree that the CFX Property shall have imposed thereon a use restriction consistent with the following (“**Use Restriction**”):

“By acceptance of this deed, County agrees that the CFX Property shall only be used for public right-of-way. Further, the foregoing use restriction shall run with title to the CFX Property for a term of the lesser of forty (40) years after the date of recording of this deed or the maximum number of years allowable by law (“**Term**”). During the Term, if the CFX Property ceases to be used as public right-of-way, CFX may elect to pursue any remedies available to the CFX in law or equity including, without limitation, specific performance, or for all right, title, and interest to the CFX Property that is not used for public right-of-way to automatically revert back to CFX at no cost to CFX. In such event, CFX shall notify County in writing of its intent to exercise its right of reverter with respect to the CFX Property (“**Reversion Notice**”). Notwithstanding the foregoing, in the event County desires to cease operation of the CFX Property as public right-of-way or otherwise sell, convey, or transfer the CFX Property to a third party, County shall provide written notice to CFX of such (“**Sale Notice**”) and in such event, CFX shall have the right of first refusal and shall have ninety (90) days from County’s receipt of the Sale Notice to deliver to Grantee a Reversion Notice.”

The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.

12. **Closing Date and Location.** The closing of the conveyances contemplated under this Agreement (“Closing”) shall be held on or before sixty (60) days after the Effective Date (hereinafter defined) or such earlier date selected by CFX upon not less than ten (10) days’ prior written notice to County (“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 Manager of Orange County Real Estate Management Division and the Executive Director of CFX, as applicable.

13. **Conveyance of Title.** The Parties shall execute and deliver to the other the required CFX Deed, County Deed, and Release as described above.

14. **Closing Documents and FIRPTA Affidavit.** At Closing, each owner of the Property (“Owner”) shall sign a closing statement, if applicable, and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner’s taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA) and such other documents as are necessary to complete the transaction. In the event one of the Owners elects to obtain a Commitment, the other Party shall execute an owner’s affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes.

15. **Recording.** County agrees to record the CFX Deed, County Deed, and Release (“Closing Documents”) no later than thirty (30) days after delivery of the original Closing Documents to County. CFX agrees to pay fifty percent (50%) of the costs of the recording of the Closing Documents within ten (10) business days after execution of the Closing Documents. County agrees to deliver to CFX a copy of the recorded CFX Deed and Release and original of the recorded County Deed.

16. **Agreement Not Recorded.** This Agreement shall not be recorded in the official records of any county in the State of Florida. Notwithstanding the foregoing, the Parties acknowledge that this Agreement is and will remain a public record that will be available for review and inspection by the public.

17. **As-Is Conveyance.**

a. **Conveyance by CFX to County.** County hereby agrees, acknowledges and understands that the CFX Property is being conveyed to County “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 CFX Property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. CFX makes no guarantee, warranty, or representation, express or implied, as to the quality, character, or condition of the CFX Property, or any part thereof, or to the fitness of the CFX Property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition

of the CFX Property, or the failure of the CFX Property to meet any standards. In no event shall CFX be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at, or under the CFX Property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees, and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. (CFX Manual, Sec. 5-6.09) County 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 CFX Property “**AS-IS, WHERE IS AND WITH ALL FAULTS**” and that CFX has disclaimed herein any and all warranties, express or implied.

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

18. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director
Telephone: (407) 690-5000

With a copy to: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000

COUNTY: Orange County Real Estate Management Division
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Manager
Telephone: (407)836-7070

With a copy to: Orange County Attorney's Office
P. O. Box 1393
Orlando, Florida 32802-1393
Telephone: (407) 836-7320

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

19. **Default.** In the event either of the Parties breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by said party under the terms and provisions of this Agreement, the other party, in its sole discretion, and after thirty (30) days prior written notice and opportunity to cure, shall be entitled to: (i) exercise any and all rights and remedies available to said party at law and in equity, including, without limitation, the right of specific performance, or (ii) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations, or liability hereunder. 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.

20. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by both Parties. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, including by electronic (including digital) signature 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. County 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. The Parties hereto agree that the exclusive venue and jurisdiction for any legal action authorized hereunder shall be in the courts of Orange County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

21. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

22. **Survival of Provisions.** All representations and warranties and the future and continuing maintenance responsibilities 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.

23. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

24. **Effective Date.** This Agreement shall be and become effective on the date that it is signed and executed by the last to sign of CFX and County ("**Effective Date**").

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]

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County
Comptroller, Clerk to the Board of County
Commissioners

By: _____

Deputy Clerk

Print Name: _____

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Buddy Dyer, 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 _____,
2021 for its exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

LIST OF EXHIBITS

- Exhibit “A” - Legal Description of the CFX Property**
- Exhibit “B” - CFX Deed**
- Exhibit “C” - Legal Description of the County Property**
- Exhibit “D” – County Deed**
- Exhibit “E” - Existing L/A Lines**
- Exhibit “F” - Release**
- Exhibit “G” - New L/A Lines**
- Exhibit “H” – Detailed Maintenance Function**
- Exhibit “I” - Maintenance Responsibility**

EXHIBIT "A"
Legal Description of the CFX Property

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-150 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART A

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE NORTH 86°38'31" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2207.52 FEET TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437 AS SHOWN ON SAID MAP; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 28°17'59" WEST ALONG SAID NORTHERLY PROJECTION, A DISTANCE OF 35.26 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY PROJECTION, RUN NORTH 86°38'31" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 35.24 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN SOUTH 28°17'59" WEST ALONG THE NORTHERLY PROJECTION OF THE PROPOSED EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437 AND ALONG THE PROPOSED EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437 AS SHOWN ON SAID MAP, A DISTANCE OF 212.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2211.83 FEET, A CHORD BEARING OF SOUTH 26°40'07" WEST AND A CHORD DISTANCE OF 125.93 FEET; THENCE CONTINUE ALONG SAID PROPOSED RIGHT OF WAY LINE THE FOLLOWING THREE COURSES; RUN SOUTHERLY 125.94 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°15'45"; THENCE NORTH 64°57'46" WEST, A DISTANCE OF 20.00 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2231.83 FEET, A CHORD BEARING OF SOUTH 22°30'23" WEST AND A CHORD DISTANCE OF 197.09 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 25°02'14" WEST, RUN SOUTHERLY 197.16 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°03'41"; THENCE DEPARTING SAID PROPOSED RIGHT OF WAY LINE, RUN THE FOLLOWING THREE COURSES ALONG THE AFORESAID EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437; RUN NORTH 70°01'27" WEST, A DISTANCE OF 10.00 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2241.83 FEET, A CHORD BEARING OF NORTH 24°08'16" EAST AND A CHORD DISTANCE OF 325.41 FEET; THENCE FROM A TANGENT BEARING OF NORTH 19°58'33" EAST, RUN NORTHERLY 325.69 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°19'26" TO A POINT OF TANGENCY; THENCE NORTH 28°17'59" EAST, A DISTANCE OF 194.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,890 SQUARE FEET, MORE OR LESS.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



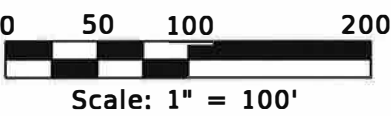
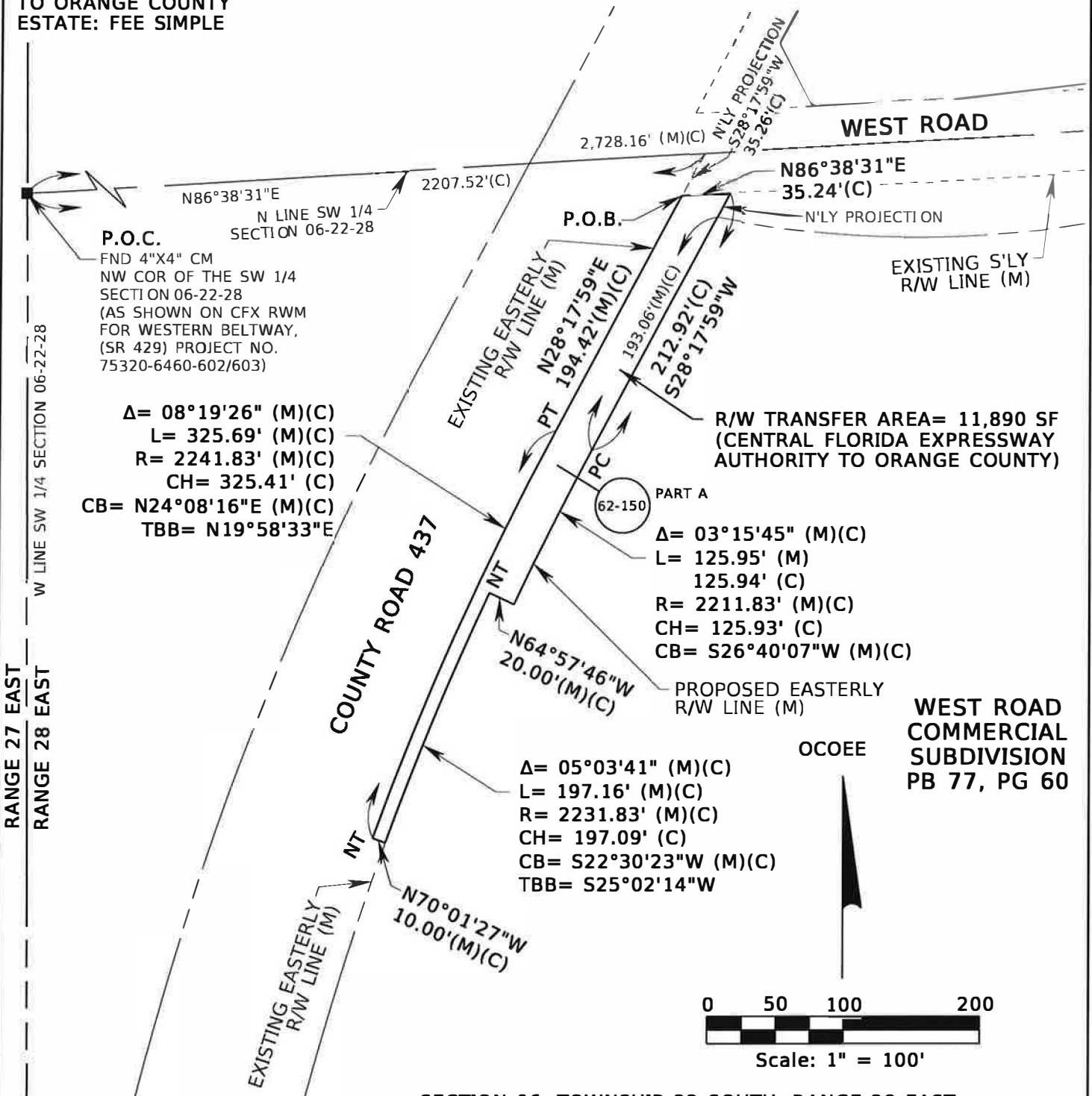
GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-150 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER
 TO ORANGE COUNTY
 ESTATE: FEE SIMPLE




SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST

SHEET 2 OF 3

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

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 DATE: MARCH 16, 2020
 PROJECT NO.: D08-01
 DRAWN: RTS CHECKED: RJH

SR 429
 CFX PROJECT NO.
 429-603

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

AC = ACRES
 (C) = CALCULATED
 CB = CHORD BEARING
 CH = CHORD LENGTH
 CM = CONCRETE MONUMENT
 COR = CORNER
 CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 Δ = DELTA (CENTRAL ANGLE)
 FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 FND = FOUND
 L = LENGTH
 LA = LIMITED ACCESS

N'LY = NORTHERLY
 NO. = NUMBER
 NT = NON TANGENT
 PB = PLAT BOOK
 PC = POINT OF CURVATURE
 PG = PAGE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 PT = POINT OF TANGENCY
 R = RADIUS
 R/W = RIGHT OF WAY
 (RWM) OR (M) = RIGHT OF WAY MAP
 SEC = SECTION
 SF = SQUARE FEET
 S'LY = SOUTHERLY
 SR = STATE ROAD
 TBB = TANGENT BEARING BACK

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 86°38'31" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

			I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON. _____ H. Paul deVivero, Professional Land Surveyor No. 4990 DATE
REVISION	BY	DATE	

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 DATE: MARCH 16, 2020
 PROJECT NO.: D08-01
 DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603


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

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-602/603**

PARCEL 62-150

LIMITED ACCESS RIGHT OF WAY

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of the Southwest 1/4 of said Section 6; thence run N.00°48'40"E. along the east line of the Southwest 1/4 of said Section 6 a distance of 2,030.68 feet for a POINT OF BEGINNING; thence departing said east line of the Southwest 1/4 of Section 6 run S.86°18'40"W. 47.67 feet; thence run N.20°56'43"W. 87.33 feet; thence run N.60°04'40"W. 72.63 feet; thence run N.58°38'25"W. 65.83 feet; thence run N.41°23'15"W. 42.15 feet; thence run N.04°22'21"W. 70.63 feet; thence run N.20°52'40"W. 47.14 feet; thence run N.21°31'35"E. 68.18 feet; thence run N.86°18'40"E. a distance of 228.75 feet to an intersection with the aforementioned east line of the Southwest 1/4 of Section 6; thence run S.00°48'40"W. along said east line of the Southwest 1/4 of Section 6 a distance of 373.26 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

Containing 1.510 acres, more or less.

October 9, 1997

SHEET 3 OF 6

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-602/603

PARCEL 62-150

RIGHT OF WAY 'B'

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of the Southwest 1/4 of said Section 6; thence run N.00°48'40"E. along the east line of the Southwest 1/4 of said Section 6 a distance of 2,792.09 feet to the northeast corner of the Southwest 1/4 of said Section 6; thence run S.86°38'31"W. along the north line of the Southwest 1/4 of said Section 6 a distance of 638.12 feet for a POINT OF BEGINNING, said point also being a point on the existing westerly right of way line of County Road 437 (as now established); thence departing said north line of the Southwest 1/4 of Section 6 run S.28°17'59"W. along said westerly right of way line of County Road 437 a distance of 168.02 feet to the point of curvature of a curve, concave southeasterly, having a radius of 2,341.83 feet and a central angle of 08°19'26"; thence run southwesterly along the arc of said curve a distance of 340.22 feet to a point on said curve; thence departing said curve, continue along said existing westerly right of way line of County Road 437 N.70°01'27"W. a distance of 10.00 feet to a point on a curve, concave southeasterly, having a radius of 2,351.83 feet and a central angle of 08°19'26"; thence departing said westerly right of way line of County Road 437 from a chord bearing of N.24°08'16"E. run northeasterly along the arc of said curve a distance of 341.67 feet to the point of tangency; thence run N.28°17'59"E. a distance of 161.85 feet to an intersection with the aforementioned north line of the Southwest 1/4 of Section 6; thence run N.86°38'31"E. along said north line of the Southwest 1/4 of Section 6 a distance of 11.75 feet to the POINT OF BEGINNING.

Containing 5,059 square feet, more or less.

October 9, 1997

SHEET 2 OF 4

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-602/603**

PARCEL 62-850

DRAINAGE EASEMENT

LEGAL DESCRIPTION

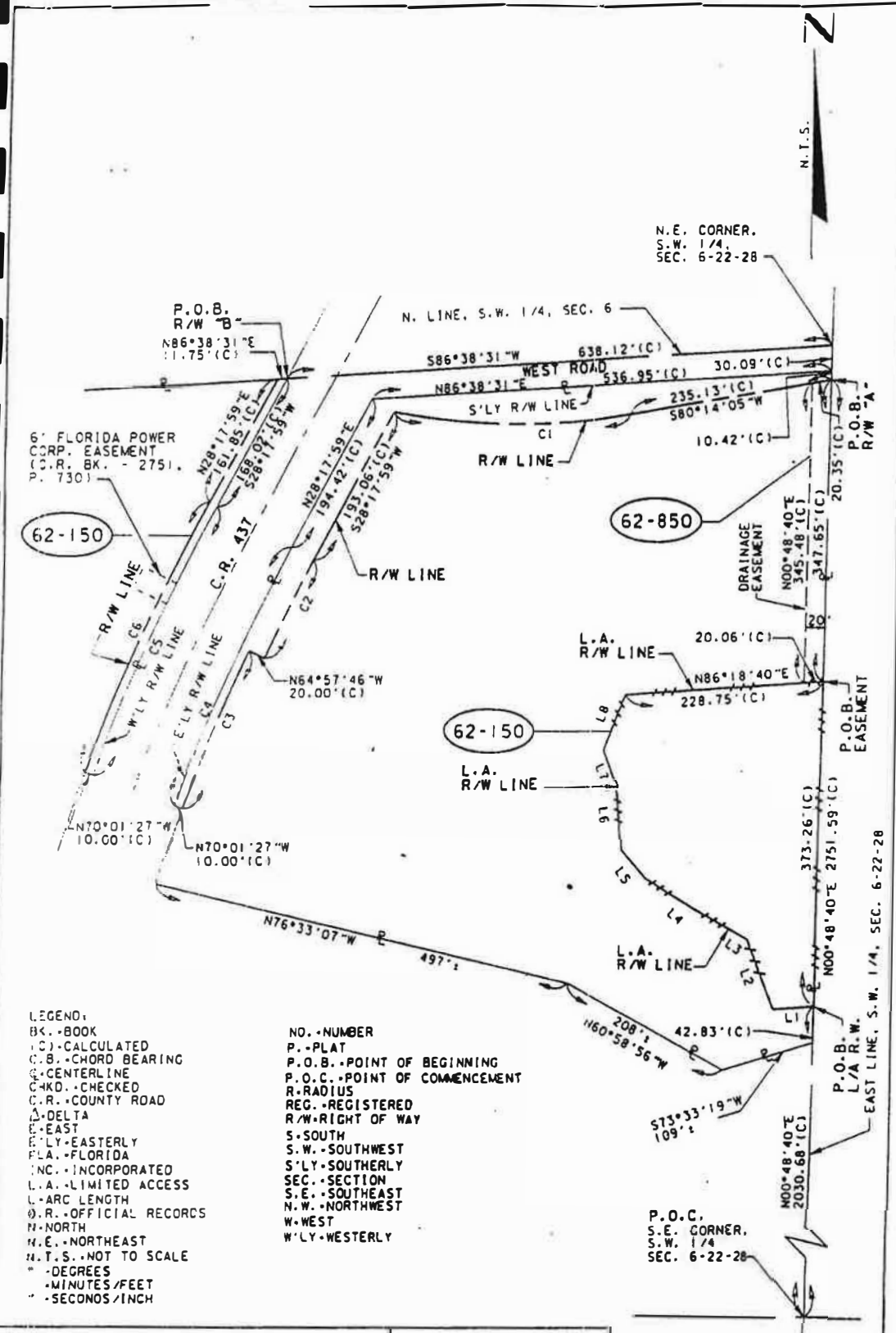
A portion of the Southwest 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of the Southwest 1/4 of said Section 6; thence run N.00°48'40"E. along the east line of said Southwest 1/4 of Section 6 a distance of 2,403.94 feet for a POINT OF BEGINNING; thence departing said east line of the Southwest 1/4 of Section 6 run S.86°18'40"W. 20.06 feet; thence run N.00°48'40"E. 345.48 feet; thence run N.80°14'05"E. a distance of 20.35 feet to an intersection with the aforementioned east line of the Southwest 1/4 of Section 6; thence run S.00°48'40"W. along said east line of the Southwest 1/4 of Section 6 a distance of 347.65 feet to the POINT OF BEGINNING.

Containing 6,931 square feet, more or less.

October 9, 1997

SHEET 6 OF 6



LEGEND:
 BK.-BOOK
 (C)-CALCULATED
 C.B.-CHORD BEARING
 C.L.-CENTERLINE
 C.KD.-CHECKED
 C.R.-COUNTY ROAD
 Δ-DELTA
 E.-EAST
 E.LY.-EASTERLY
 FLA.-FLORIDA
 INC.-INCORPORATED
 L.A.-LIMITED ACCESS
 L-ARC LENGTH
 O.R.-OFFICIAL RECORDS
 N.-NORTH
 N.E.-NORTHEAST
 N.T.S.-NOT TO SCALE
 °-DEGREES
 '-MINUTES/FEET
 "-SECONDS/INCH

NO.-NUMBER
 P.-PLAT
 P.O.B.-POINT OF BEGINNING
 P.O.C.-POINT OF COMMENCEMENT
 R.-RADIUS
 REG.-REGISTERED
 R/W-RIGHT OF WAY
 S.-SOUTH
 S.W.-SOUTHWEST
 S'LY.-SOUTHERLY
 SEC.-SECTION
 S.E.-SOUTHEAST
 N.W.-NORTHWEST
 W.-WEST
 W'LY.-WESTERLY

DELTA	LENGTH	RADIUS	CHORD BEARING	BEARING	DISTANCE
C1	20°56'12"	279.98'	766.19'	N89°17'49"W	47.67'
C2	03°15'45"	125.95'	2211.83'	S26°40'07"W	87.33'
C3	05°03'41"	197.15'	2231.83'	S22°30'23"W	72.63'
C4	08°19'26"	325.69'	2241.83'	N24°08'16"E	65.83'
C5	08°19'26"	340.22'	2341.83'	S24°08'16"W	42.15'
C6	08°19'26"	341.67'	2351.83'	N24°08'16"E	70.63'
L1				S86°18'40"W	47.67'
L2				N20°56'43"W	87.33'
L3				N60°04'40"W	72.63'
L4				N58°38'25"W	65.83'
L5				N41°23'15"W	42.15'
L6				N04°22'21"W	70.63'
L7				N20°52'40"W	47.14'
L8				N21°31'35"E	68.11'

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-161 - PORTION (PARTIAL 2)

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 00°53'06" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 958.32 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY PROJECTION OF THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE (WEST OF WEST ROAD) OF WESTERN BELTWAY (SR 429) AS SHOWN ON SAID MAP; THENCE DEPARTING SAID WEST LINE, RUN NORTH 77°03'49" EAST ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 42.09 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID PROJECTION LINE, RUN NORTH 18°37'58" EAST, A DISTANCE OF 83.37 FEET TO THE INTERSECTION WITH THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE (EAST OF WEST ROAD) OF SAID WESTERN BELTWAY (SR 429); THENCE RUN SOUTH 19°42'11" EAST ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 154.61 FEET; THENCE DEPARTING SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 49°48'07" WEST, A DISTANCE OF 103.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,998 SQUARE FEET, MORE OR LESS.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603

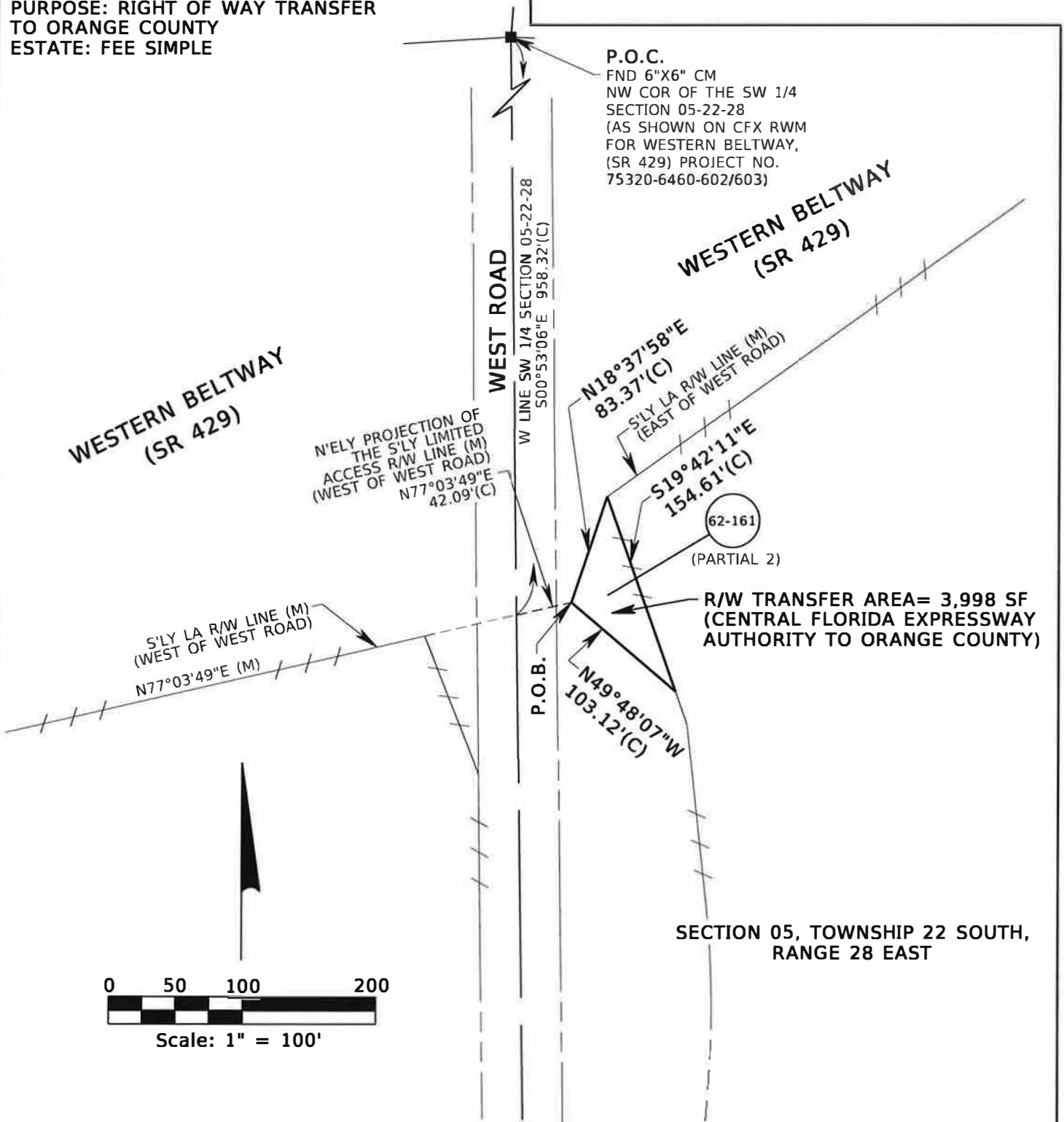


GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-161 - PORTION (PARTIAL 2)

PURPOSE: RIGHT OF WAY TRANSFER
 TO ORANGE COUNTY
 ESTATE: FEE SIMPLE

P.O.C.
 FND 6"X6" CM
 NW COR OF THE SW 1/4
 SECTION 05-22-28
 (AS SHOWN ON CFX RWM
 FOR WESTERN BELTWAY,
 (SR 429) PROJECT NO.
 75320-6460-602/603)



SECTION 05, TOWNSHIP 22 SOUTH,
 RANGE 28 EAST

R/W TRANSFER AREA= 3,998 SF
 (CENTRAL FLORIDA EXPRESSWAY
 AUTHORITY TO ORANGE COUNTY)

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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 DATE: MARCH 16, 2020
 PROJECT NO.: D08-01
 DRAWN: RTS CHECKED: RJH

SR 429
 CFX PROJECT NO.
 429-603



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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

AC	= ACRES	N'LY	= NORTHERLY
(C)	= CALCULATED	N'ELY	= NORTHEASTERLY
CB	= CHORD BEARING	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	NT	= NON TANGENT
CH	= CHORD LENGTH	PB	= PLAT BOOK
CM	= CONCRETE MONUMENT	PC	= POINT OF CURVATURE
(D)	= DEED	PG	= PAGE
Δ	= DELTA	ℙ	= PROPERTY LINE
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
L	= LENGTH	PT	= POINT OF TANGENCY
LA	= LIMITED ACCESS	R	= RADIUS
ORB	= OFFICIAL RECORDS BOOK	R/W	= RIGHT OF WAY
		(RWM) OR (M)	= RIGHT OF WAY MAP
		SEC	= SECTION
		S'LY	= SOUTHERLY
		SF	= SQUARE FEET
		SR	= STATE ROAD
		TBB	= TANGENT BEARING BACK

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 05, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 00°53'06" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

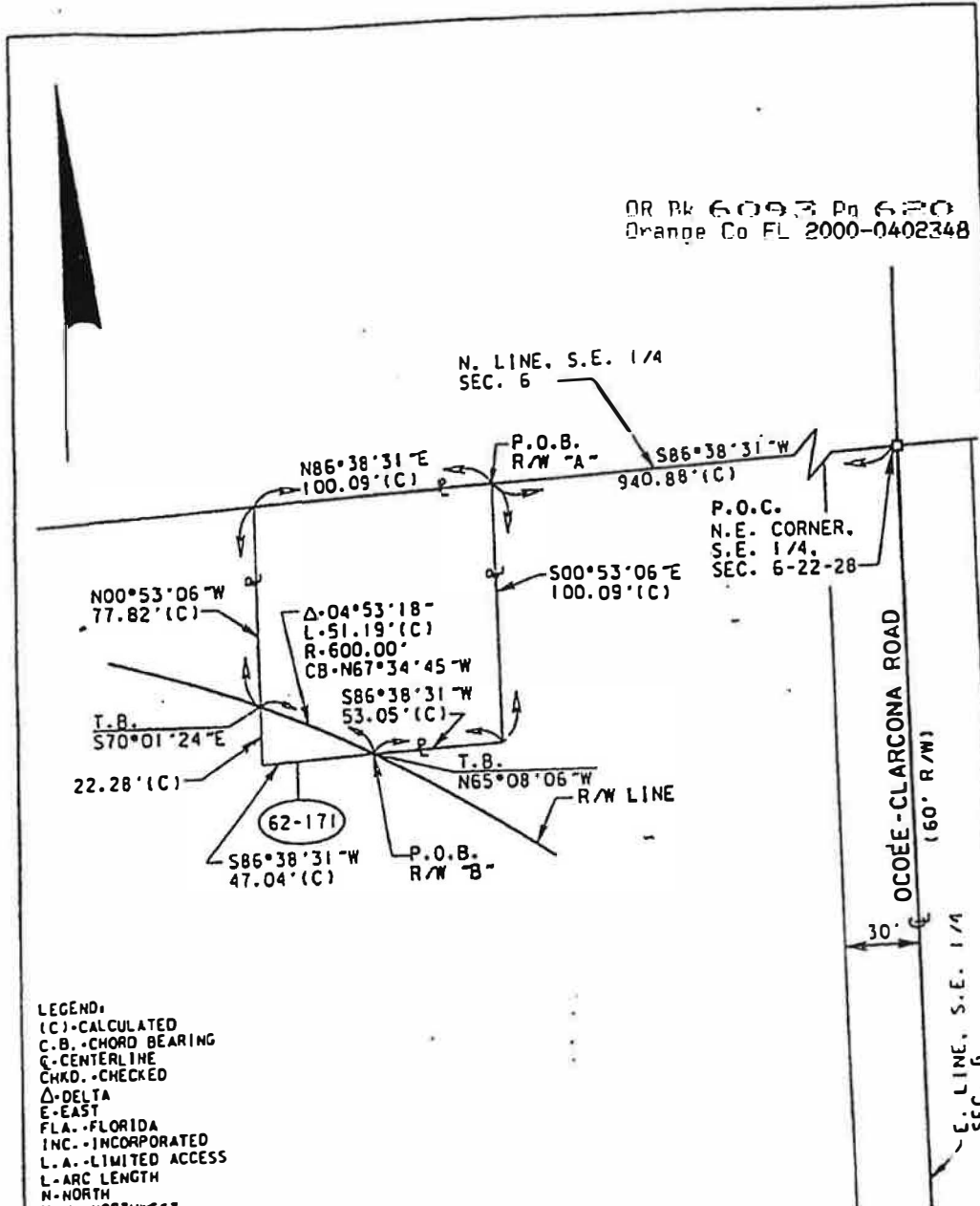
			I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.
REVISION	BY	DATE	H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 DATE: MARCH 16, 2020
 PROJECT NO.: D08-01
 DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603


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

OR Pk 6093 Pg 620
Orange Co FL 2000-0402348



LEGEND:
 (C) - CALCULATED
 C.B. - CHORD BEARING
 C. - CENTERLINE
 CHRD. - CHECKED
 Δ - DELTA
 E - EAST
 FLA. - FLORIDA
 INC. - INCORPORATED
 L.A. - LIMITED ACCESS
 L - ARC LENGTH
 N - NORTH
 N.W. - NORTHWEST
 N.T.S. - NOT TO SCALE
 ° - DEGREES
 ' - MINUTES/FEET
 " - SECONDS/INCH
 NO. - NUMBER
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 R - RADIUS
 REG. - REGISTERED
 R/W - RIGHT OF WAY
 S - SOUTH
 S'LY - SOUTHERLY
 SEC. - SECTION
 S.E. - SOUTHEAST
 T.B. - TANGENT BEARING
 W - WEST

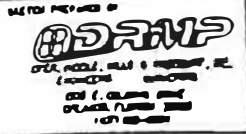
NOTES:

1. BEARINGS AND DISTANCES BASED ON THE FLORIDA STATE PLANE COORDINATES SYSTEM - EAST ZONE MEAN SCALE FACTOR: 0.99997293
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. OWNER: SYDNEY HART
4. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.

SKETCH OF DESCRIPTION
NOT A PLAT OF SURVEY

NOT VALID UNLESS SIGNED AND SEALED

RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART A ORANGE COUNTY, FLORIDA	PARCEL NO. 62-171	PROJECT NO.
	R/W MAP SHEET:		
 REGISTERED LAND SURVEYOR NO. 6221	STATE PROJECT NO. 97-0079.000	SHEET 1 OF 2	DATE: 10/1/97
	SCALE: 1" = 50'		
	CHECKED: AAS		
	REVISION	BY	DATE



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-602/603

PARCEL 62-171

RIGHT-OF-WAY 'A'

OR Bk 6093 Pg 621
Orange Co FL 2000-0402348

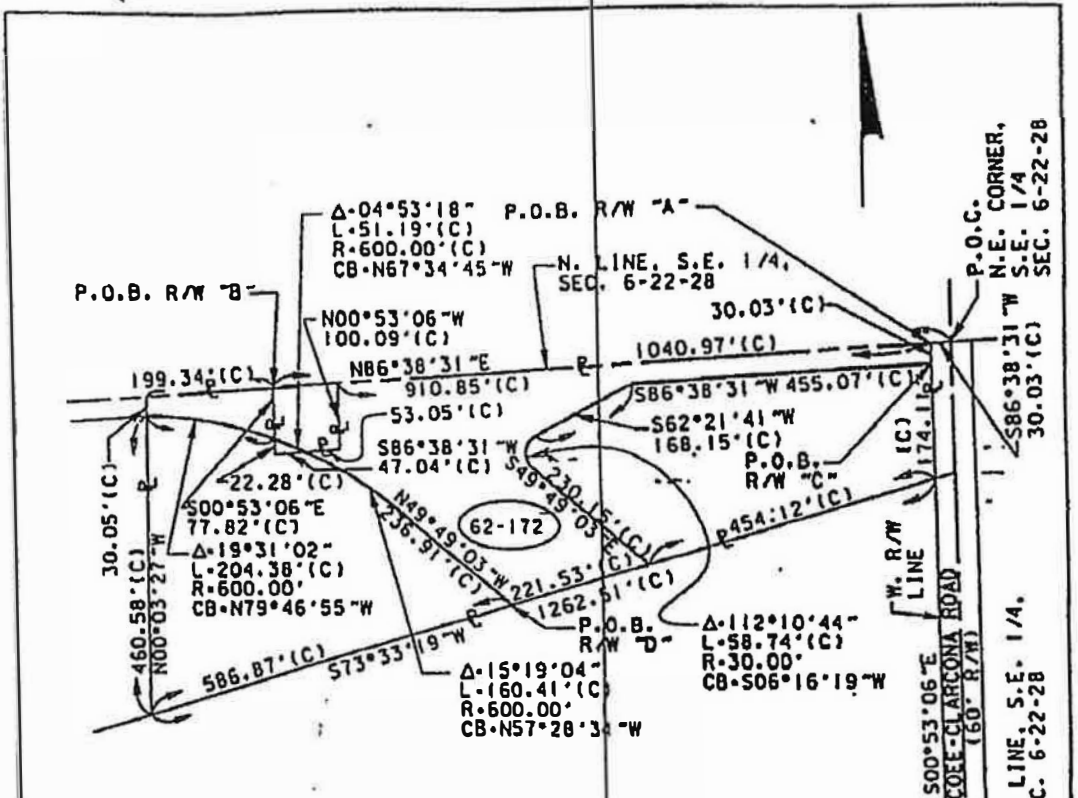
LEGAL DESCRIPTION

A portion of the Southeast 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows: Commence at the northeast corner of the Southeast 1/4 of said Section 6; thence run South 86°38'31" West along the north line of the Southeast 1/4 of said Section 6, a distance of 940.88 feet for a POINT OF BEGINNING; thence departing said north line of the Southeast 1/4 of Section 6, run South 00°53'06" East 100.09 feet; thence run South 86°38'31" West 53.05 feet to a point on a curve, concave southwesterly, having a radius of 600.00 feet and a central angle of 04°53'18"; thence from a tangent bearing of North 65°08'06" West run northwesterly along the arc of said curve a distance of 51.19 feet to a point on said curve; thence departing said curve run North 00°53'06" West 77.82 feet to an intersection with the aforementioned north line of the Southeast 1/4 of Section 6; thence run North 86°38'31" East along said north line of the Southeast 1/4 of Section 6, a distance of 100.09 feet to the POINT OF BEGINNING.

Containing 9467 square feet, more or less.

October 1, 1997

SHEET 2 OF 2



- LEGEND:**
 (C) - CALCULATED
 C.B. - CHORD BEARING
 C - CENTERLINE
 CHKD. - CHECKED
 Δ - DELTA
 E - EAST
 FLA. - FLORIDA
 INC. - INCORPORATED
 L.A. - LIMITED ACCESS
 L - ARC LENGTH
 N - NORTH
 N.T.S. - NOT TO SCALE
 ° - DEGREES
 ' - MINUTES / FEET
 \" - SECONDS / INCH
 NO. - NUMBER
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 R - RADIUS
 REG. - REGISTERED
 R/W - RIGHT OF WAY
 S - SOUTH
 S'LY - SOUTHERLY
 SEC. - SECTION
 S.E. - SOUTHEAST
 N.W. - NORTHWEST
 W - WEST

DR Bk 5615 Pg 1997
 Orange Co FL 1998-0474605

- NOTES:**
1. BEARINGS AND DISTANCES BASED ON THE FLORIDA STATE PLANE COORDINATES SYSTEM - EAST ZONE MEAN SCALE FACTOR: 0.99997293
 2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
 3. OWNERS: RONALD C. PEAVY, SR., HANCY P. SPENCER, WANDA P. PHILLIPS & BYRON L. PEAVY
 4. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
- SKETCH OF DESCRIPTION
 NOT A PLAT OF SURVEY.

NOT VALID UNLESS
 SIGNED AND SEALED.

SHEET 1 of 2

RIGHT OF WAY PARCEL SKETCH		WESTERN BELTWAY PART A ORANGE COUNTY, FLORIDA		PARCEL 62-172	PROJECT NO.
				DATE: 10/20/97	SCALE: 1" = 200'
				CREATED: AAS	
				REVISION	



**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-602/603**

OR Bk 56 15 Pg 1999
Orange Co FL 1998-0474605

PARCEL 62-172

RIGHT-OF-WAY 'B'

LEGAL DESCRIPTION

A portion of the Southeast 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows: Commence at the northeast corner of the Southeast 1/4 of said Section 6; thence run South 86°38'31" West along the north line of the Southeast 1/4 of said Section 6, a distance of 1,040.97 feet for a POINT OF BEGINNING; thence departing said north line of the Southeast 1/4 of Section 6, run South 00°53'06" East a distance of 77.82 feet to a point on a curve, concave southwesterly, having a radius of 600.00 feet and a central angle of 19°31'02"; thence from a chord bearing of North 79°46'55" West run northwesterly along the arc of said curve 204.38 feet to a point on said curve; thence departing said curve run North 00°03'27" West, a distance of 30.05 feet to an intersection with the aforesaid north line of the Southeast 1/4 of Section 6; thence run North 86°38'31" East along said north line of the Southeast 1/4 of Section 6, a distance of 199.34 feet to the POINT OF BEGINNING.

Containing 9,583 square feet, more or less.

October 20, 1997

SHEET 2 of 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-172 - PORTION (PARTIAL 1)

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 86°38'31" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 30.03 FEET TO THE INTERSECTION WITH THE EXISTING WESTERLY RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°53'06" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.03 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 86°38'31" WEST, A DISTANCE OF 455.07 FEET; THENCE SOUTH 62°21'41" WEST, A DISTANCE OF 168.15 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING OF SOUTH 06°58'19" WEST AND A CHORD DISTANCE OF 49.38 FEET; THENCE RUN 58.00 FEET IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 110°46'45" TO A POINT ON A NON TANGENT LINE; THENCE SOUTH 49°49'03" EAST, A DISTANCE OF 230.89 FEET TO THE INTERSECTION WITH THE EXISTING NORTHERLY RIGHT OF WAY LINE OF WEST ORANGE TRAIL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4814, PAGE 3829 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 73°33'19" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 221.54 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 49°49'03" WEST, A DISTANCE OF 232.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 600.38 FEET, A CHORD BEARING OF NORTH 57°48'12" WEST AND A CHORD DISTANCE OF 166.82 FEET; THENCE RUN 167.36 FEET IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°58'18"; THENCE NORTH 86°38'31" EAST, A DISTANCE OF 55.75 FEET; THENCE NORTH 00°53'06" WEST, A DISTANCE OF 100.10 FEET TO THE INTERSECTION WITH THE AFORESAID NORTH LINE; THENCE NORTH 86°38'31" EAST ALONG SAID NORTH LINE, A DISTANCE OF 66.77 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 86°38'31" EAST AND A CHORD DISTANCE OF 130.01 FEET; THENCE DEPARTING SAID NORTH LINE, FROM A TANGENT BEARING OF SOUTH 74°23'27" EAST, RUN EASTERLY 132.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°56'03" TO THE INTERSECTION WITH SAID NORTH LINE; THENCE NORTH 86°38'31" EAST ALONG SAID NORTH LINE, A DISTANCE OF 714.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.690 ACRES, MORE OR LESS.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: JUNE 11, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

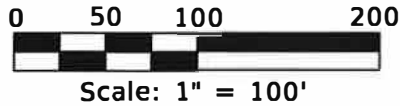
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-172 - PORTION (PARTIAL 1)

PURPOSE: RIGHT OF WAY TRANSFER
 TO ORANGE COUNTY
 ESTATE: FEE SIMPLE



CITY OF OCOEE

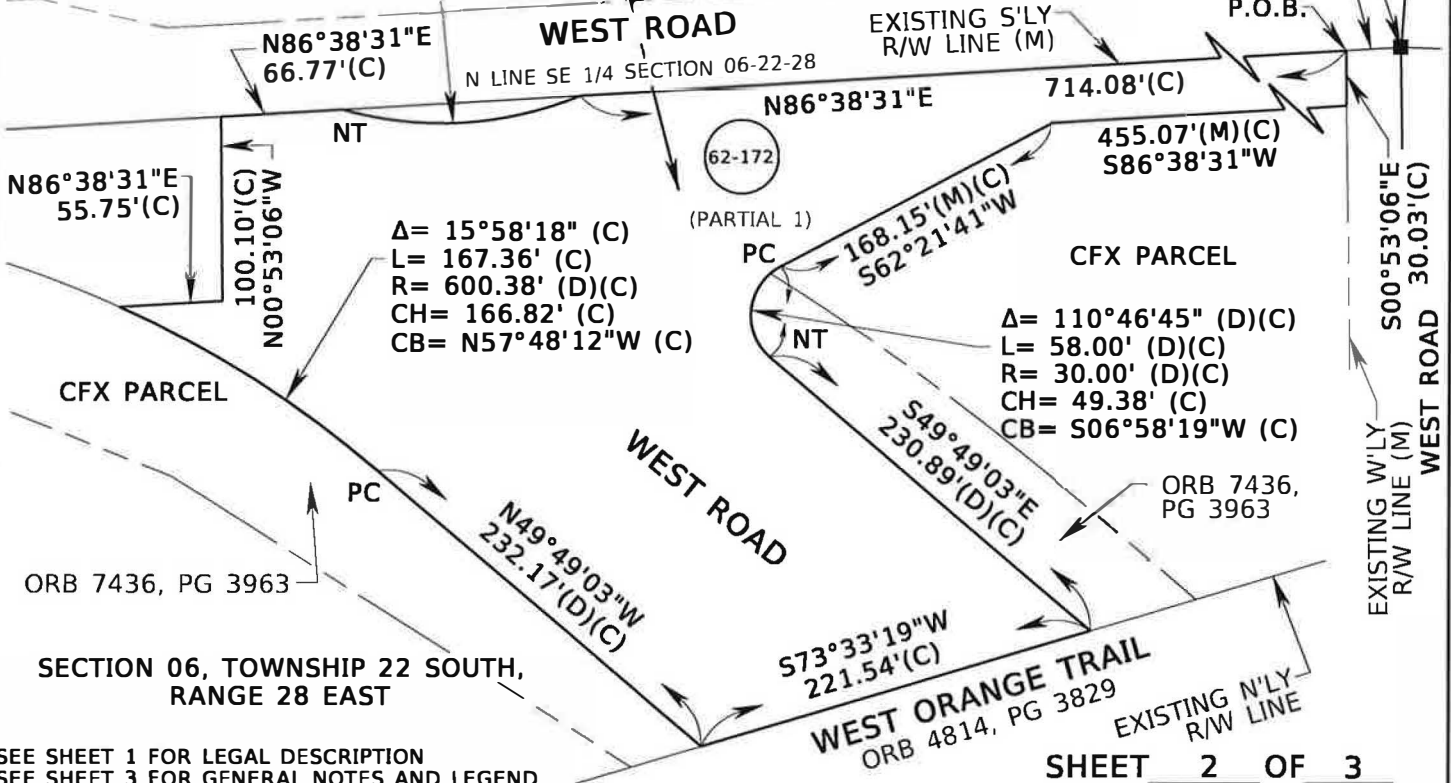
TRACT 1
 FOUNTAINS WEST
 PB 72, PG 111

P.O.C.
 FND 6"X6" CM
 NE COR OF THE SE 1/4
 SECTION 06-22-28
 (AS SHOWN ON CFX RWM
 FOR WESTERN BELTWAY,
 (SR 429) PROJECT NO.
 75320-6460-602/603)

NOT
 PLATTED

$\Delta = 37^{\circ}56'03''$ (C)
 $L = 132.42'$ (C)
 $R = 200.00'$ (C)
 $CH = 130.01'$ (C)
 $CB = N86^{\circ}38'31''E$ (C)
 $TBB = S74^{\circ}23'27''E$

R/W TRANSFER AREA = 2.690 AC
 (CENTRAL FLORIDA EXPRESSWAY
 AUTHORITY TO ORANGE COUNTY)



SHEET 2 OF 3

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 DATE: JUNE 11, 2020
 PROJECT NO.: D08-01
 DRAWN: RTS CHECKED: RJH

SR 429
 CFX PROJECT NO.
 429-603



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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

AC = ACRES
 (C) = CALCULATED
 CB = CHORD BEARING
 CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 CH = CHORD LENGTH
 CM = CONCRETE MONUMENT
 COR = CORNER
 (D) = DEED
 Δ = DELTA
 FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 FND = FOUND
 L = LENGTH
 LA = LIMITED ACCESS

N'LY = NORTHERLY
 NO. = NUMBER
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 PB = PLAT BOOK
 PC = POINT OF CURVATURE
 PG = PAGE
 PL = PROPERTY LINE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 PT = POINT OF TANGENCY
 R = RADIUS
 R/W = RIGHT OF WAY
 (RWM) OR (M) = RIGHT OF WAY MAP
 SEC = SECTION
 S'LY = SOUTHERLY
 SF = SQUARE FEET
 SR = STATE ROAD
 TBB = TANGENT BEARING BACK
 W'LY = WESTERLY

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 86°38'31" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

REVISION

BY

DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: JUNE 11, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
 SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-174 - PORTION (PARTS A & B)

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART A

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE NORTH 86°38'31" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2728.16 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 6 AS SHOWN ON SAID MAP; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°48'40" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 30.08 FEET TO THE INTERSECTION WITH THE EXISTING NORTHERLY RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°48'40" EAST ALONG SAID WEST LINE, A DISTANCE OF 31.14 FEET TO THE INTERSECTION WITH THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP; THENCE DEPARTING SAID WEST LINE, RUN THE FOLLOWING THREE COURSES ALONG SAID PROPOSED NORTHERLY RIGHT OF WAY LINE; RUN NORTH 80°14'05" EAST, A DISTANCE OF 13.15 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1195.91 FEET, A CHORD BEARING OF NORTH 83°26'18" EAST AND A CHORD DISTANCE OF 133.67 FEET; THENCE RUN 133.74 FEET IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°24'26" TO A POINT OF TANGENCY; THENCE NORTH 86°38'31" EAST, A DISTANCE OF 1051.87 FEET; THENCE DEPARTING SAID PROPOSED NORTHERLY RIGHT OF WAY LINE, RUN SOUTH 05°13'58" EAST, A DISTANCE OF 40.02 FEET TO THE INTERSECTION WITH THE AFORESAID EXISTING NORTHERLY RIGHT OF WAY LINE; THENCE SOUTH 86°38'31" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1201.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.092 ACRES, MORE OR LESS.

AND

PART B

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE NORTH 86°38'31" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2184.02 FEET TO THE INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437 AS SHOWN ON SAID MAP; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 28°17'59"

SEE SHEETS 3 & 4 FOR SKETCH OF DESCRIPTION
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 5

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-174 - PORTION (PARTS A & B)

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

EAST ALONG SAID SOUTHERLY PROJECTION, A DISTANCE OF 35.24 FEET TO THE INTERSECTION WITH THE EXISTING NORTHERLY RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY PROJECTION, RUN NORTH 28°17'59" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 531.89 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN SOUTH 87°42'04" EAST, A DISTANCE OF 33.38 FEET TO THE INTERSECTION WITH THE PROPOSED EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437 AS SHOWN ON SAID MAP; THENCE SOUTH 28°17'59" WEST ALONG SAID PROPOSED RIGHT OF WAY LINE, A DISTANCE OF 528.02 FEET TO THE INTERSECTION WITH THE AFORESAID NORTHERLY EXISTING RIGHT OF WAY LINE OF WEST ROAD; THENCE DEPARTING SAID PROPOSED RIGHT OF WAY LINE, RUN SOUTH 86°38'31" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 35.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,900 SQUARE FEET, MORE OR LESS.

SEE SHEETS 3 & 4 FOR SKETCH OF DESCRIPTION
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 5

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
SUITE 2401

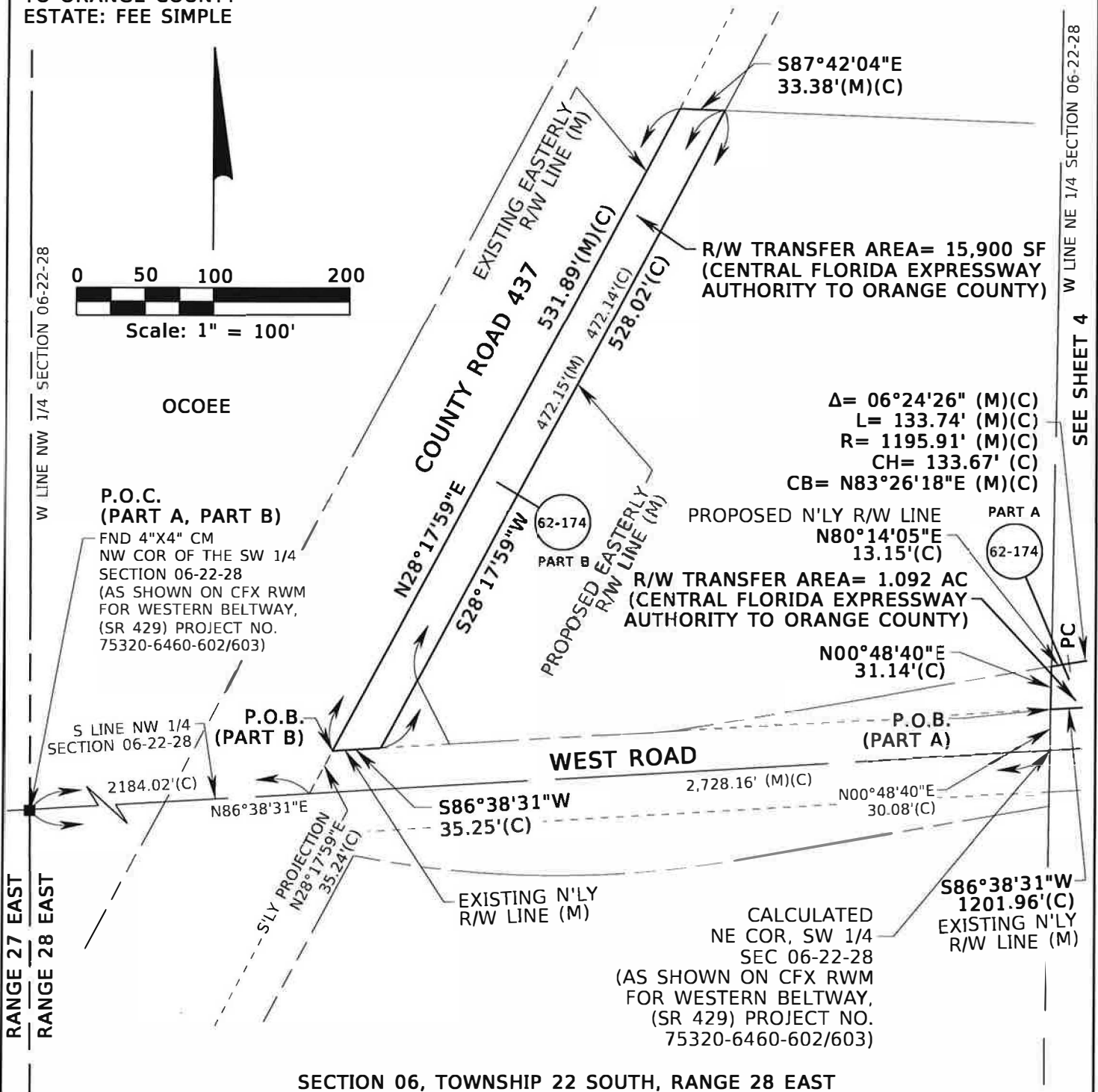
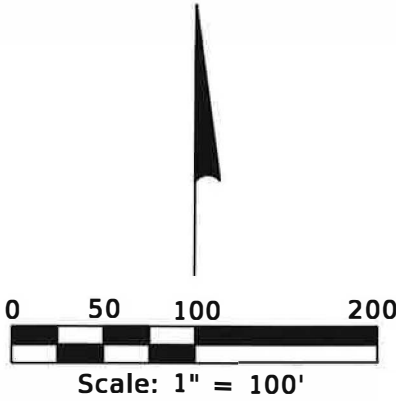
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-174 - PORTION (PARTS A & B)

PURPOSE: RIGHT OF WAY TRANSFER
 TO ORANGE COUNTY
 ESTATE: FEE SIMPLE



Δ = 06°24'26" (M)(C)
 L = 133.74' (M)(C)
 R = 1195.91' (M)(C)
 CH = 133.67' (C)
 CB = N83°26'18"E (M)(C)

R/W TRANSFER AREA = 1.092 AC
 (CENTRAL FLORIDA EXPRESSWAY
 AUTHORITY TO ORANGE COUNTY)

PROPOSED N'LY R/W LINE
 N80°14'05"E
 13.15'(C)

N00°48'40"E
 31.14'(C)

P.O.B. (PART A)

WEST ROAD

2,728.16' (M)(C)

N00°48'40"E
 30.08'(C)

S86°38'31"W
 35.25'(C)

EXISTING N'LY
 R/W LINE (M)

CALCULATED
 NE COR, SW 1/4
 SEC 06-22-28
 (AS SHOWN ON CFX RWM
 FOR WESTERN BELTWAY,
 (SR 429) PROJECT NO.
 75320-6460-602/603)

S86°38'31"W
 1201.96'(C)
 EXISTING N'LY
 R/W LINE (M)

SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST

SEE SHEET 1 & 2 FOR LEGAL DESCRIPTION
 SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 5

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 DATE: MARCH 16, 2020
 PROJECT NO.: D08-01
 DRAWN: RTS CHECKED: RJH

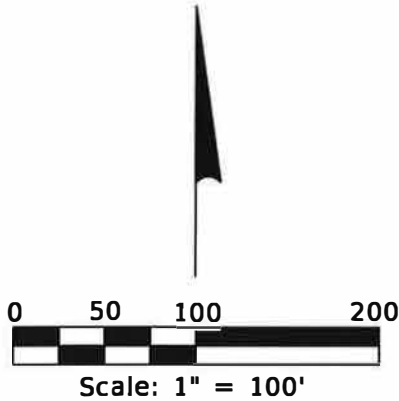
SR 429
 CFX PROJECT NO.
 429-603

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

W LINE NE 1/4 SECTION 06-22-28
 SEE SHEET 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-174 - PORTION (PARTS A & B)

PURPOSE: RIGHT OF WAY TRANSFER
 TO ORANGE COUNTY
 ESTATE: FEE SIMPLE



FOUNTAINS WEST
 PB 72, PG 111

SEE SHEET 3

$\Delta = 06^{\circ}24'26''$ (M)(C)
 $L = 133.74'$ (M)(C)
 $R = 1195.91'$ (M)(C)
 $CH = 133.67'$ (C)
 $CB = N83^{\circ}26'18''E$ (M)(C)

PART A
 62-174

R/W TRANSFER AREA = 1.092 AC
 (CENTRAL FLORIDA EXPRESSWAY
 AUTHORITY TO ORANGE COUNTY)

1051.87'(M)(C)

$S05^{\circ}13'58''E$
 $40.02'(M)(C)$

PT

$N86^{\circ}38'31''E$

$S86^{\circ}38'31''W$

1201.96'(C)

PROPOSED N'LY
 R/W LINE (M)

EXISTING N'LY
 R/W LINE (M)

SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTION
 SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

SHEET 4 OF 5

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: _____ CHECKED: RJH

SR 429
 CFX PROJECT NO.
 429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

- | | | | |
|------|---|--------------|-------------------------|
| AC | = ACRES | N'LY | = NORTHERLY |
| (C) | = CALCULATED | NO. | = NUMBER |
| CB | = CHORD BEARING | PB | = PLAT BOOK |
| CFX | = CENTRAL FLORIDA EXPRESSWAY
AUTHORITY | PC | = POINT OF CURVATURE |
| CH | = CHORD LENGTH | PG | = PAGE |
| CM | = CONCRETE MONUMENT | PL | = PROPERTY LINE |
| COR | = CORNER | P.O.B. | = POINT OF BEGINNING |
| Δ | = DELTA | P.O.C. | = POINT OF COMMENCEMENT |
| FDOT | = FLORIDA DEPARTMENT OF
TRANSPORTATION | PT | = POINT OF TANGENCY |
| FND | = FOUND | R | = RADIUS |
| L | = LENGTH | R/W | = RIGHT OF WAY |
| LA | = LIMITED ACCESS | (RWM) OR (M) | = RIGHT OF WAY MAP |
| | | SEC | = SECTION |
| | | S'LY | = SOUTHERLY |
| | | SF | = SQUARE FEET |
| | | SR | = STATE ROAD |

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 86°38'31" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTION
SEE SHEETS 3 & 4 FOR SKETCH OF DESCRIPTION

SHEET 5 OF 5

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE. PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4998

DATE

REVISION

BY

DATE

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

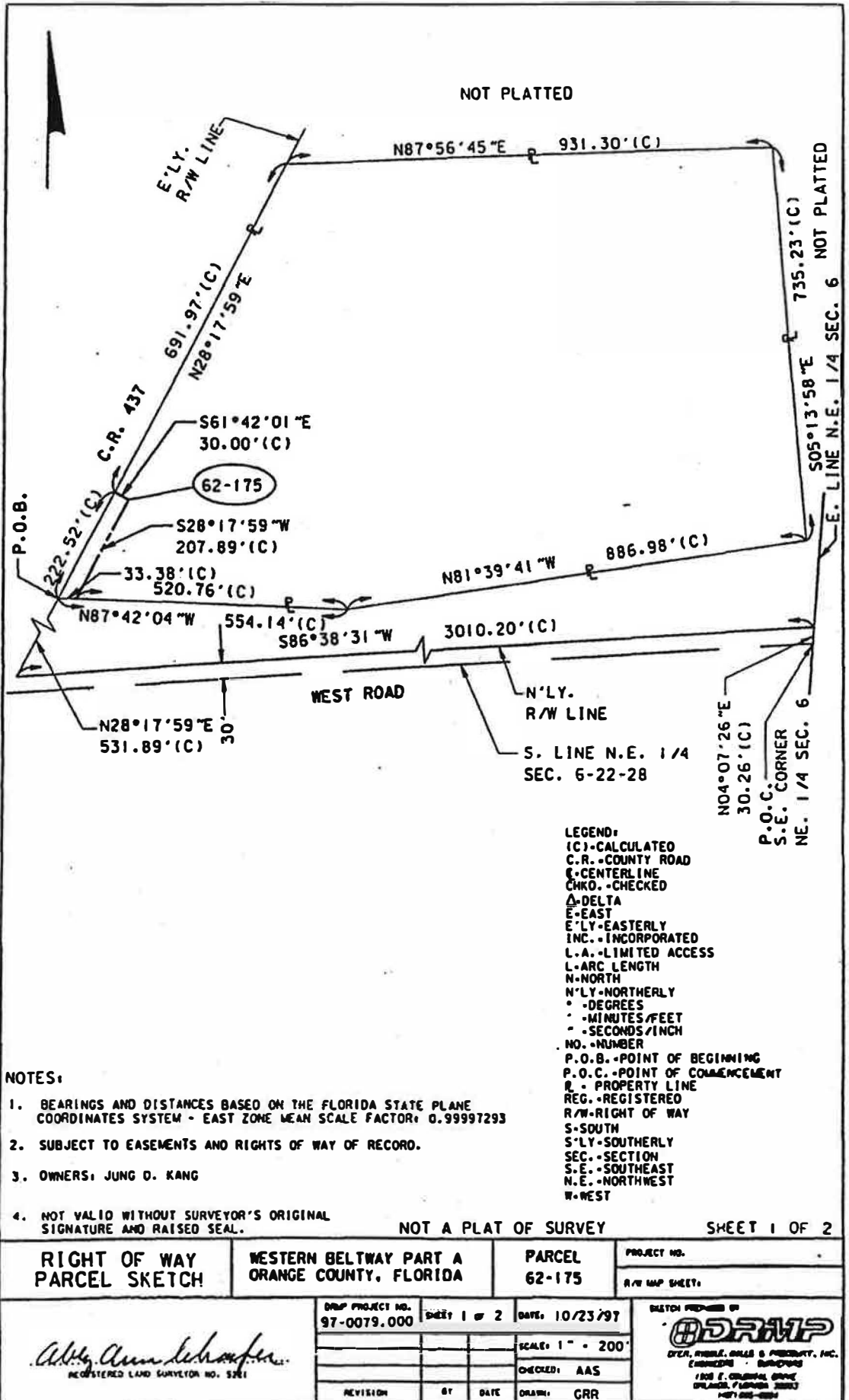
1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556



NOTES:

1. BEARINGS AND DISTANCES BASED ON THE FLORIDA STATE PLANE COORDINATES SYSTEM - EAST ZONE MEAN SCALE FACTOR: 0.99997293
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. OWNERS: JUNG D. KANG
4. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.

- LEGEND:**
- (C) - CALCULATED
 - C.R. - COUNTY ROAD
 - CL - CENTERLINE
 - CHKD. - CHECKED
 - Δ - DELTA
 - E - EAST
 - E'LY - EASTERLY
 - INC. - INCORPORATED
 - L.A. - LIMITED ACCESS
 - L - ARC LENGTH
 - N - NORTH
 - N'LY - NORTHERLY
 - ° - DEGREES
 - ' - MINUTES/FEET
 - " - SECONDS/INCH
 - NO. - NUMBER
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCEMENT
 - R - PROPERTY LINE
 - REG. - REGISTERED
 - R/W - RIGHT OF WAY
 - S - SOUTH
 - S'LY - SOUTHERLY
 - SEC. - SECTION
 - S.E. - SOUTHEAST
 - N.E. - NORTHWEST
 - W - WEST

**RIGHT OF WAY
PARCEL SKETCH**

**WESTERN BELTWAY PART A
ORANGE COUNTY, FLORIDA**

**PARCEL
62-175**

PROJECT NO. _____
R/W MAP SHEET: _____

Abby Ann Schaefer
REGISTERED LAND SURVEYOR NO. 5261

DWP PROJECT NO. 97-0079.000	SHEET 1 OF 2	DATE: 10/23/97
		SCALE: 1" = 200'
		CHECKED: AAS
REVISION	BY	DATE
		DRAWN: GRR

SKETCH PREPARED BY
ODRMP
DICK, STEWART, HULLS & FREEMANT, INC.
ENGINEERS & SURVEYORS
1000 F. ORLAND DRIVE
ORLAND, FLORIDA 32067
904/282-0000

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-602/603**

PARCEL 62-175 RIGHT-OF-WAY

LEGAL DESCRIPTION

A portion of the North 1/2 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows: Commence at the southeast corner of the Northeast 1/4 of said Section 6; thence run North 04°07'26" East along the east line of the Northeast 1/4 of said Section 6 a distance of 30.26 feet to an intersection with the northerly right of way line of West Road (as now established); thence departing said east line of the Northeast 1/4 of Section 6 run South 86°38'31" West along said northerly right of way line of West Road a distance of 3,010.20 feet to an intersection with the easterly right of way line of County Road 437; thence departing said northerly right of way line of West Road run North 28°17'59" East along said easterly right of way line of County Road 437 a distance of 531.89 feet for a POINT OF BEGINNING; thence continue North 28°17'59" East along said easterly right of way line a distance of 222.52 feet; thence departing said easterly right of way line run South 61°42'01" East a distance of 30.00 feet; thence run South 28°17'59" West a distance of 207.89 feet; thence run North 87°42'04" West a distance of 33.38 feet to the POINT OF BEGINNING.

Containing 6,456 square feet, more or less.

October 24, 1997

SHEET 2 OF 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-176 - PORTION (PARTIAL 1)

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTH 1/2 OF NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 86°38'31" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 967.93 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'29" WEST, A DISTANCE OF 30.00 FEET TO THE INTERSECTION WITH THE EXISTING NORTHERLY RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE SOUTH 86°38'31" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 308.54 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 05°13'58" WEST, A DISTANCE OF 40.02 FEET TO THE INTERSECTION WITH THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP; THENCE THE FOLLOWING TWO COURSES ALONG SAID PROPOSED RIGHT OF WAY LINE; RUN NORTH 86°38'31" EAST, A DISTANCE OF 240.88 FEET; THENCE SOUTH 77°11'15" EAST, A DISTANCE OF 71.81 FEET; THENCE DEPARTING SAID PROPOSED RIGHT OF WAY LINE, RUN SOUTH 03°21'29" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,678 SQUARE FEET, MORE OR LESS.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
SUITE 2401

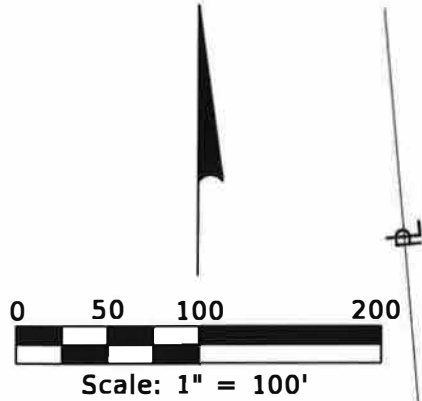
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-176 - PORTION (PARTIAL 1)

PURPOSE: RIGHT OF WAY TRANSFER
 TO ORANGE COUNTY
 ESTATE: FEE SIMPLE



CITY OF OCOEE

TRACT 1
 FOUNTAINS WEST
 PB 72, PG 111

P.O.C.
 FND 6"X6" CM
 SE COR OF THE NE 1/4
 SECTION 06-22-28
 (AS SHOWN ON CFX RWM
 FOR WESTERN BELTWAY,
 (SR 429) PROJECT NO.
 75320-6460-602/603)

R/W TRANSFER AREA= 11,678 SF
 (CENTRAL FLORIDA EXPRESSWAY
 AUTHORITY TO ORANGE COUNTY)

62-176

S77°11'15"E
 71.81'(M)(C)

N05°13'58"W
 40.02'(M)(C)

N86°38'31"E 240.88'(M)(C)

S03°21'29"E
 20.00'(C)

P.O.B.

(PARTIAL 2)

S86°38'31"W
 967.93'(C)

S86°38'31"W 308.54'(C)
 S LINE NE 1/4 SECTION 06-22-28

WEST ROAD

PROPOSED N'LY
 R/W LINE (M)

EXISTING N'LY
 R/W LINE (M)

N03°21'29"W
 30.00'(C)

WEST ROAD

CFX PARCEL

SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST

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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

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1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

AC	= ACRES	N'LY	= NORTHERLY
(C)	= CALCULATED	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	PB	= PLAT BOOK
CM	= CONCRETE MONUMENT	PG	= PAGE
COR	= CORNER	ℙ	= PROPERTY LINE
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
LA	= LIMITED ACCESS	R/W	= RIGHT OF WAY
		(RWM) OR (M)	= RIGHT OF WAY MAP
		SEC	= SECTION
		S'LY	= SOUTHERLY
		SF	= SQUARE FEET
		SR	= STATE ROAD

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 86°38'31" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

REVISION

BY

DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

EXHIBIT "B"
CFX Deed

Prepared By:
Laura L. Kelly, Esquire
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Reserved for Recording

Project No. 429-603
Parcels 62-150, Part A and B, 62-850, 62-161 Partial 2, 62-171 Part A, 62-172 Part B, 62-174
Part A and B, 62-175, and 62-176
County Project: West Road Right-of-Way Transfer (CFX)

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules
12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**Grantor**"), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393 ("**Grantee**").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said Grantee, all the right, title, interest, claim, and demand which the Grantor has in and to the following described real property, situate, lying and being in Orange County, Florida, more particularly described as follows ("**Property**"):

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit, and behoove of the Grantee forever.

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

- a) Grantor reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (S.R.) 429 right-of-way property which may otherwise accrue to any portion of the Property abutting said right-of-way. Grantee has no rights of ingress, egress, or access to S.R. 429 from the Property, nor does Grantee have any rights of light, air or view from S.R. 429 associated with the Property. Grantor is not conveying or restoring any other abutters' rights, including, without limitation, any claims for ingress, egress, air, light and view between the Property being conveyed, any abutting property, S.R. 429 and any other remaining property owned by Grantor.
- b) Grantor reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view across the Property, including, without limitation, any air rights reasonably necessary for bridges or infrastructure required for S.R. 429.
- c) By acceptance of this deed, Grantee expressly agrees for itself, and its successors and assigns, to prevent any use of the Property which would interfere with S.R. 429 or otherwise constitute a hazard for S.R. 429 or any related system or structure.
- d) By acceptance of this deed, Grantee acknowledges that portions of the Property were acquired via eminent domain and are subject to Section 73.013, Florida Statutes.
- e) By acceptance of this deed, Grantee expressly agrees for itself, and its successors and assigns, that in the event the Grantee no longer uses the Property (or any part thereof) for public right-of-way, then all right, title, and interest to the Property that is not used for public right-of-way shall automatically revert back to Grantor, at Grantor's option and at no cost to Grantor. The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.
- f) Easements, covenants, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, provided; however, this reference shall not operate to reimpose the same.
- g) Ad valorem real property taxes and assessments, if applicable, for the year 2021 and subsequent years.

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

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered
in the presence of:

“GRANTOR”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

By: _____
Buddy Dyer, its Chairman

Print Name: _____

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 _____,
2021 for its exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization on this ___ day of _____, 2021, by _____
_____, as Chairman of the Central Florida Expressway Authority, on behalf of the organization.
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: _____

EXHIBIT "C"
Legal Description of County Property

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-100 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER
TO CENTRAL FLORIDA EXPRESSWAY
AUTHORITY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 00°53'06" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 255.21 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF WESTERN BELTWAY (SR 429) AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 73°33'19" EAST ALONG SAID NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 31.14 FEET TO THE INTERSECTION WITH THE EXISTING EAST RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP; THENCE DEPARTING SAID NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTH 00°53'06" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 705.06 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY PROJECTION OF THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF WESTERN BELTWAY (SR 429) AS SHOWN ON SAID MAP; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN SOUTH 77°03'49" WEST ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 61.35 FEET TO THE INTERSECTION WITH THE EXISTING WEST RIGHT OF WAY LINE OF SAID WEST ROAD; THENCE DEPARTING SAID PROJECTION LINE, RUN NORTH 00°53'06" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 701.16 FEET TO THE INTERSECTION WITH THE AFORESAID NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 73°33'19" EAST ALONG SAID NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 31.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.968 ACRES, MORE OR LESS.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-100 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER
 TO CENTRAL FLORIDA EXPRESSWAY
 AUTHORITY
 ESTATE: FEE SIMPLE

P.O.C.
 FND 6"X6" CM
 NE COR OF THE SE 1/4
 SECTION 06-22-28
 (AS SHOWN ON CFX RWM
 FOR WESTERN BELTWAY,
 (SR 429) PROJECT NO.
 75320-6460-602/603)

WEST ORANGE TRAIL
 N'LY LIMITED ACCESS
 R/W LINE (M)

N73°33'19"E
 31.14'(M)(C)

S00°53'06"E
 255.21'(C)

N73°33'19"E
 31.14'(M)(C)

P.O.B.



Scale: 1" = 100'

701.16'(C)

E LINE SE 1/4 SECTION 06-22-28

WEST ROAD

705.06'(C)

EXISTING EAST R/W LINE (M)

WESTERN BELTWAY
 (SR 429)

R/W TRANSFER AREA= 0.968 AC
 (ORANGE COUNTY TO CENTRAL
 FLORIDA EXPRESSWAY AUTHORITY)

WESTERN BELTWAY
 (SR 429)

62-100

EXISTING WEST R/W LINE (M)

N00°53'06"W

S00°53'06"E

SECTION 06, TOWNSHIP 22 SOUTH,
 RANGE 28 EAST

SECTION 05, TOWNSHIP 22 SOUTH,
 RANGE 28 EAST

N'ELY PROJECTION OF
 THE S'LY LIMITED ACCESS
 R/W LINE (M)
 S77°03'49"W
 61.35'(C)

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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
 CFX PROJECT NO.
 429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
 1349 S INTERNATIONAL PKWY
 SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

AC	= ACRES	N'LY	= NORTHERLY
(C)	= CALCULATED	N'ELY	= NORTHEASTERLY
CB	= CHORD BEARING	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	NT	= NON TANGENT
CH	= CHORD LENGTH	PB	= PLAT BOOK
CM	= CONCRETE MONUMENT	PC	= POINT OF CURVATURE
COR	= CORNER	PG	= PAGE
(D)	= DEED	PL	= PROPERTY LINE
Δ	= DELTA	P.O.B.	= POINT OF BEGINNING
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	PT	= POINT OF TANGENCY
L	= LENGTH	R	= RADIUS
LA	= LIMITED ACCESS	R/W	= RIGHT OF WAY
ORB	= OFFICIAL RECORDS BOOK	(RWM) OR (M)	= RIGHT OF WAY MAP
		SEC	= SECTION
		S'LY	= SOUTHERLY
		SF	= SQUARE FEET
		SR	= STATE ROAD
		TBB	= TANGENT BEARING BACK

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 00°53'06" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

REVISION	BY	DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

EXHIBIT "D"
County Deed

Prepared By:
Laura L. Kelly, Esquire
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Reserved for Recording

Project No. 429-603
Parcel 62-100
County Project: West Road Right-of-Way Transfer (CFX)

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

COUNTY DEED

THIS COUNTY DEED, dated as of the date of execution below, by **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393 ("**Grantor**"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**Grantee**").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said Grantee, all the right, title, interest, claim, and demand which the Grantor has in and to the following described real property, situate, lying and being in Orange County, Florida, more particularly described as follows ("**Property**"):

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit, and behoove of the Grantee forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its duly authorized representative.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

ATTEST: Phil Diamond, CPA, County
Comptroller, Clerk to the Board of County
Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

By: _____
Deputy Clerk

Date: _____

Print Name: _____

EXHIBIT "E"
Existing L/A Lines

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-161 - PORTION

PURPOSE: RELEASE OF LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

RELEASE OF ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 00°53'06" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 1185.92 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 83°44'02" EAST, A DISTANCE OF 140.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06°15'58" WEST, A DISTANCE OF 131.33 FEET; THENCE NORTH 19°42'11" WEST, A DISTANCE OF 180.72 FEET; THENCE NORTH 54°40'57" EAST, A DISTANCE OF 56.22 FEET TO THE POINT OF TERMINUS.

RELEASE OF LIMITED ACCESS RIGHTS ALONG LINES WITHOUT AREA.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-161 - PORTION

PURPOSE: RELEASE OF LIMITED ACCESS RIGHTS
 ESTATE: FEE SIMPLE

P.O.C.
 FND 6"X6" CM
 NW COR OF THE SW 1/4
 SECTION 05-22-28
 (AS SHOWN ON CFX RWM
 FOR WESTERN BELTWAY,
 (SR 429) PROJECT NO.
 75320-6460-602/603)

WESTERN BELTWAY
 (SR 429)

WESTERN BELTWAY
 (SR 429)

WEST ROAD

W LINE SW 1/4 SECTION 05-22-28 1185.92'(C)

500°53'06"E

S'LY LA R/W LINE (M)

POINT OF TERMINUS

N54°40'57"E
 56.22'(C)

N19°42'11"W
 180.72'(M)(C)

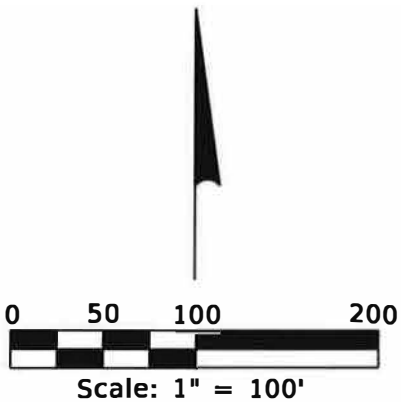
131.33'(M)(C)
 N06°15'58"W

N83°44'02"E
 140.24'(C)

110.10'(M)
 110.11'(C)

P.O.B.

SECTION 05, TOWNSHIP 22 SOUTH,
 RANGE 28 EAST



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
 CFX PROJECT NO.
 429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

AC	= ACRES	N'LY	= NORTHERLY
(C)	= CALCULATED	N'ELY	= NORTHEASTERLY
CB	= CHORD BEARING	NO.	= NUMBER
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CH	= CHORD LENGTH	PB	= PLAT BOOK
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		SEC	= SECTION
		S'LY	= SOUTHERLY
		SF	= SQUARE FEET
		SR	= STATE ROAD
		TBB	= TANGENT BEARING BACK

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 05, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 00°53'06" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

REVISION

BY

DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

EXHIBIT "F"
Release

Prepared by and Return to:

Laura L. Kelly
Associate General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For recording purposes

SR 429, Project No. 429-603 West Road
Parcel 62-161
County Project: West Road Right-of-Way Transfer (CFX)

NOTICE OF PARTIAL RELEASE OF LIMITED ACCESS LINE

THIS NOTICE OF PARTIAL RELEASE OF LIMITED ACCESS LINES ("Notice") is hereby executed the _____ day of _____ 2021 by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public corporation and an agency of the State of Florida ("CFX"), whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807.

RECITALS:

WHEREAS, CFX is the owner and holder of a limited access lines running north along West Road, and north along Clarcona-Ocoee Road, both as more particularly described as Limited Access Right of Way Parcel 62-161 as acquired pursuant to that certain Stipulated Order of Taking, Case No. CI98-1671 in the Circuit Court of the Ninth Judicial Circuit, Orange County, Florida entered April 9, 1998, respectively ("Existing Limited Access Lines"); and

WHEREAS, Orange County has conveyed to CFX new limited access lines also along the West Road, as established in a Quit Claim Deed from CFX to the County dated _____ and recorded _____ as Document number _____; and

WHEREAS, CFX is desirous of releasing a portion of the Existing Limited Access Lines along West Road more particularly described on **EXHIBIT "A"**.

WITNESSETH:

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which CFX hereby acknowledges, the CFX agrees:

1. **Incorporation.** The foregoing recitals are hereby incorporated into and made a part of this Notice.

2. **Release.** CFX hereby releases and terminates the portion of the Existing Limited Access Lines represented by the limited access lines more particularly set forth on **EXHIBIT "A"** attached hereto and incorporated herein by this reference. It is understood and agreed that nothing contained herein shall be construed to release, discharge or convey any other portion of the limited access lines, the remainder of which shall remain and continue in full force and effect.

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

[SIGNATURE PAGE TO FOLLOW]

Signed, sealed, and delivered
in the presence of:

Print Name: _____

Print Name: _____

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Buddy Dyer, 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 _____, 2021 for its
exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization on this ___ day of _____, 2021, by _____, as
Chairman of the Central Florida Expressway Authority, on behalf of the organization. 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: _____

EXHIBIT "G"
NEW L/A LINES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-100 - PORTION

PURPOSE: ESTABLISH LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 00°53'06" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 958.32 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY PROJECTION OF THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF WESTERN BELTWAY (SR 429) AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING FOR LINE "A" AND LINE "B"; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 77°03'49" WEST ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 30.68 FEET TO THE INTERSECTION WITH THE EXISTING WEST RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP AND THE POINT OF TERMINUS FOR LINE "A". BEGIN AGAIN AT POINT OF BEGINNING FOR LINE "A" AND LINE "B"; THENCE RUN NORTH 77°03'49" EAST ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 30.68 FEET TO THE INTERSECTION WITH THE EXISTING EAST RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP AND THE POINT OF TERMINUS FOR LINE "B".

LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401

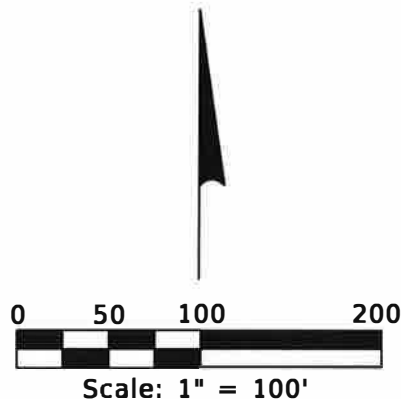
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-100 - PORTION

PURPOSE: ESTABLISH LIMITED
 ACCESS RIGHTS
 ESTATE: FEE SIMPLE

P.O.C.
 FND 6"X6" CM
 NE COR OF THE SE 1/4
 SECTION 06-22-28
 (AS SHOWN ON CFX RWM
 FOR WESTERN BELTWAY,
 (SR 429) PROJECT NO.
 75320-6460-602/603)

WEST ORANGE TRAIL



958.32'(C)

E LINE SE 1/4 SECTION 06-22-28

WEST ROAD

WESTERN BELTWAY
 (SR 429)

WESTERN BELTWAY
 (SR 429)

EXISTING WEST R/W LINE (M)

S00°53'06"E

EXISTING EAST R/W LINE (M)

SECTION 06, TOWNSHIP 22 SOUTH,
 RANGE 28 EAST

SECTION 05, TOWNSHIP 22 SOUTH,
 RANGE 28 EAST

P.O.B.
 (LINE "A",
 LINE "B")

N'ELY PROJECTION OF
 THE S'LY LIMITED ACCESS
 R/W LINE (M)
 LINE "A"

S77°03'49"W
 30.68'(C)

POINT OF TERMINUS
 LINE "A"

LINE "B"
 N77°03'49"E
 30.68'(C)

POINT OF TERMINUS
 LINE "B"

LA R/W LINE

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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
 CFX PROJECT NO.
 429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

AC	= ACRES	N'LY	= NORTHERLY
(C)	= CALCULATED	N'ELY	= NORTHEASTERLY
CB	= CHORD BEARING	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	NT	= NON TANGENT
CH	= CHORD LENGTH	PB	= PLAT BOOK
CM	= CONCRETE MONUMENT	PC	= POINT OF CURVATURE
COR	= CORNER	PG	= PAGE
(D)	= DEED	PL	= PROPERTY LINE
Δ	= DELTA	P.O.B.	= POINT OF BEGINNING
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	PT	= POINT OF TANGENCY
L	= LENGTH	R	= RADIUS
LA	= LIMITED ACCESS	R/W	= RIGHT OF WAY
ORB	= OFFICIAL RECORDS BOOK	(RWM) OR (M)	= RIGHT OF WAY MAP
		SEC	= SECTION
		S'LY	= SOUTHERLY
		SF	= SQUARE FEET
		SR	= STATE ROAD
		TBB	= TANGENT BEARING BACK

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 00°53'06" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

				I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.
REVISION		BY	DATE	

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 DATE: MARCH 16, 2020
 PROJECT NO.: D08-01
 DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603


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

H. Paul deVivero, Professional Land Surveyor No. 4990 DATE _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-161 - PORTION

PURPOSE: ESTABLISH LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LINE "A"

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 00°53'06" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 918.27 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY PROJECTION OF THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE (EAST OF WEST ROAD) OF WESTERN BELTWAY (SR 429) AS SHOWN ON SAID MAP; THENCE DEPARTING SAID WEST LINE, RUN NORTH 54°40'57" EAST ALONG SAID SOUTHWESTERLY PROJECTION, A DISTANCE OF 139.89 FEET TO THE POINT OF BEGINNING FOR LINE "A"; THENCE DEPARTING SAID PROJECTION LINE, RUN SOUTH 49°49'02" EAST, A DISTANCE OF 186.16 FEET; THENCE SOUTH 36°19'17" EAST, A DISTANCE OF 51.42 FEET; THENCE SOUTH 49°49'11" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF TERMINUS FOR LINE "A".

LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

AND

LINE "B"

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 00°53'06" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 958.32 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY PROJECTION OF THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE (WEST OF WEST ROAD) OF WESTERN BELTWAY (SR 429) AS SHOWN ON SAID MAP; THENCE DEPARTING SAID WEST LINE, RUN NORTH 77°03'49" EAST ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 42.09 FEET TO THE POINT OF BEGINNING FOR LINE "B"; THENCE DEPARTING SAID PROJECTION LINE, RUN SOUTH 49°48'07" EAST, A DISTANCE OF 319.62 FEET TO THE POINT OF TERMINUS FOR LINE "B".

LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: OCTOBER 29, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603
PARCEL 62-161



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
SUITE 2401

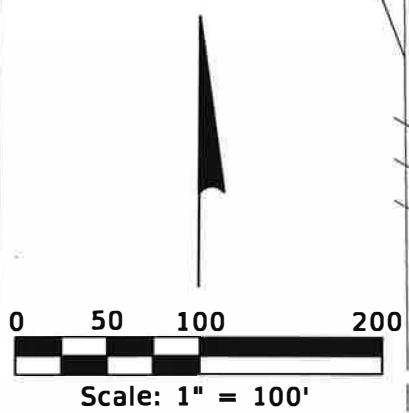
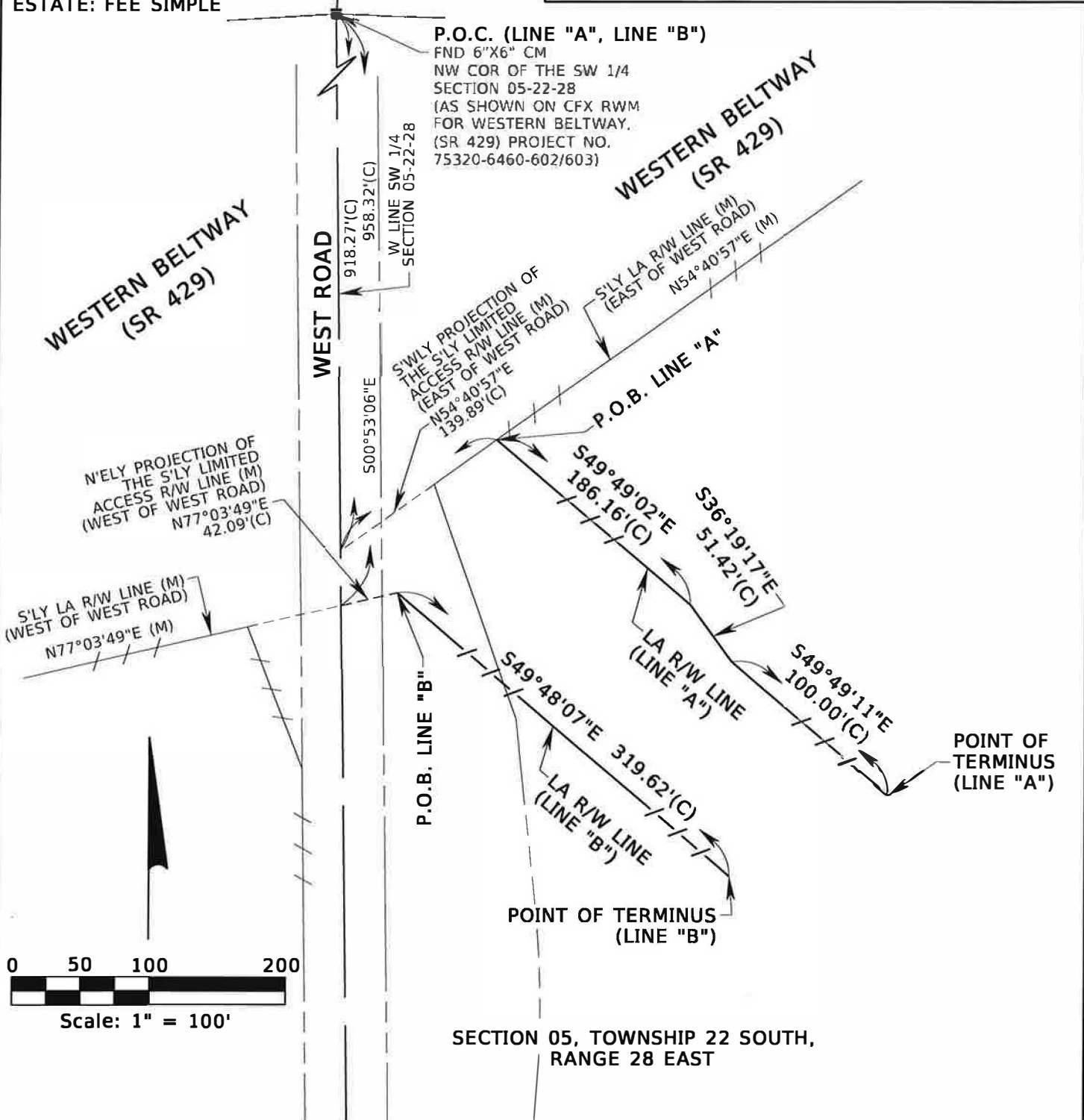
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-161 - PORTION

PURPOSE: ESTABLISH LIMITED ACCESS RIGHTS
 ESTATE: FEE SIMPLE



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 DATE: OCTOBER 29, 2020
 PROJECT NO.: D08-01
 DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603
PARCEL 62-161

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

AC	= ACRES	N'LY	= NORTHERLY
(C)	= CALCULATED	N'ELY	= NORTHEASTERLY
CB	= CHORD BEARING	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	NT	= NON TANGENT
CH	= CHORD LENGTH	PB	= PLAT BOOK
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(D)	= DEED	PL	= PROPERTY LINE
Δ	= DELTA	P.O.B.	= POINT OF BEGINNING
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	PT	= POINT OF TANGENCY
L	= LENGTH	R	= RADIUS
LA	= LIMITED ACCESS	R/W	= RIGHT OF WAY
ORB	= OFFICIAL RECORDS BOOK	(RWM) OR (M)	= RIGHT OF WAY MAP
		SEC	= SECTION
		S'LY	= SOUTHERLY
		SF	= SQUARE FEET
		SR	= STATE ROAD
		S'WLY	= SOUTHWESTERLY
		TBB	= TANGENT BEARING BACK

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 05, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 00°53'06" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

				<small>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.</small>
REVISION		BY	DATE	H. Paul deVivero, Professional Land Surveyor No. 4990
				DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DATE: OCTOBER 29, 2020
PROJECT NO.: D08-01
DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603
PARCEL 62-161

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-172 - PORTION

PURPOSE: ESTABLISH LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

LINE "A"

ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 86°38'31" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 30.03 FEET TO THE INTERSECTION WITH THE EXISTING WESTERLY RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°53'06" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 204.15 FEET TO THE INTERSECTION WITH THE EXISTING NORTHERLY RIGHT OF WAY LINE OF WEST ORANGE TRAIL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4814, PAGE 3829 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN SOUTH 73°33'19" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 393.94 FEET TO THE POINT OF BEGINNING FOR LINE "A"; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 49°46'57" WEST, A DISTANCE OF 80.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1437.33 FEET, A CHORD BEARING OF NORTH 54°01'30" WEST AND A CHORD DISTANCE OF 212.67 FEET; THENCE RUN 212.86 FEET IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°29'07" TO THE POINT OF TERMINUS FOR LINE "A".

LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

AND

LINE "B"

ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 86°38'31" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 30.03 FEET TO THE INTERSECTION WITH THE EXISTING WESTERLY RIGHT OF WAY LINE OF

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

SHEET 1 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-172 - PORTION

PURPOSE: ESTABLISH LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

WEST ROAD AS SHOWN ON SAID MAP; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°53'06" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 204.15 FEET TO THE INTERSECTION WITH THE EXISTING NORTHERLY RIGHT OF WAY LINE OF WEST ORANGE TRAIL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4814, PAGE 3829 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN SOUTH 73°33'19" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 715.84 FEET TO THE POINT OF BEGINNING FOR LINE "B"; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 57°50'47" WEST, A DISTANCE OF 126.00 FEET TO A POINT OF TERMINUS.

LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

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

SHEET 2 OF 4

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

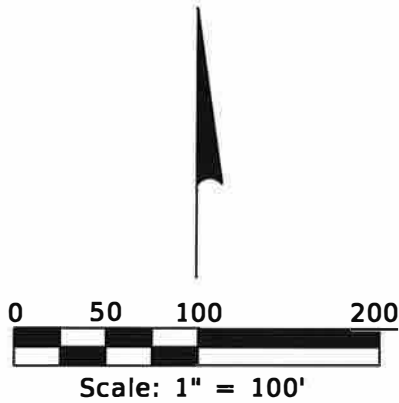
LAKE MARY, FLORIDA 32746

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LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-172 - PORTION

PURPOSE: ESTABLISH LIMITED ACCESS RIGHTS
 ESTATE: FEE SIMPLE



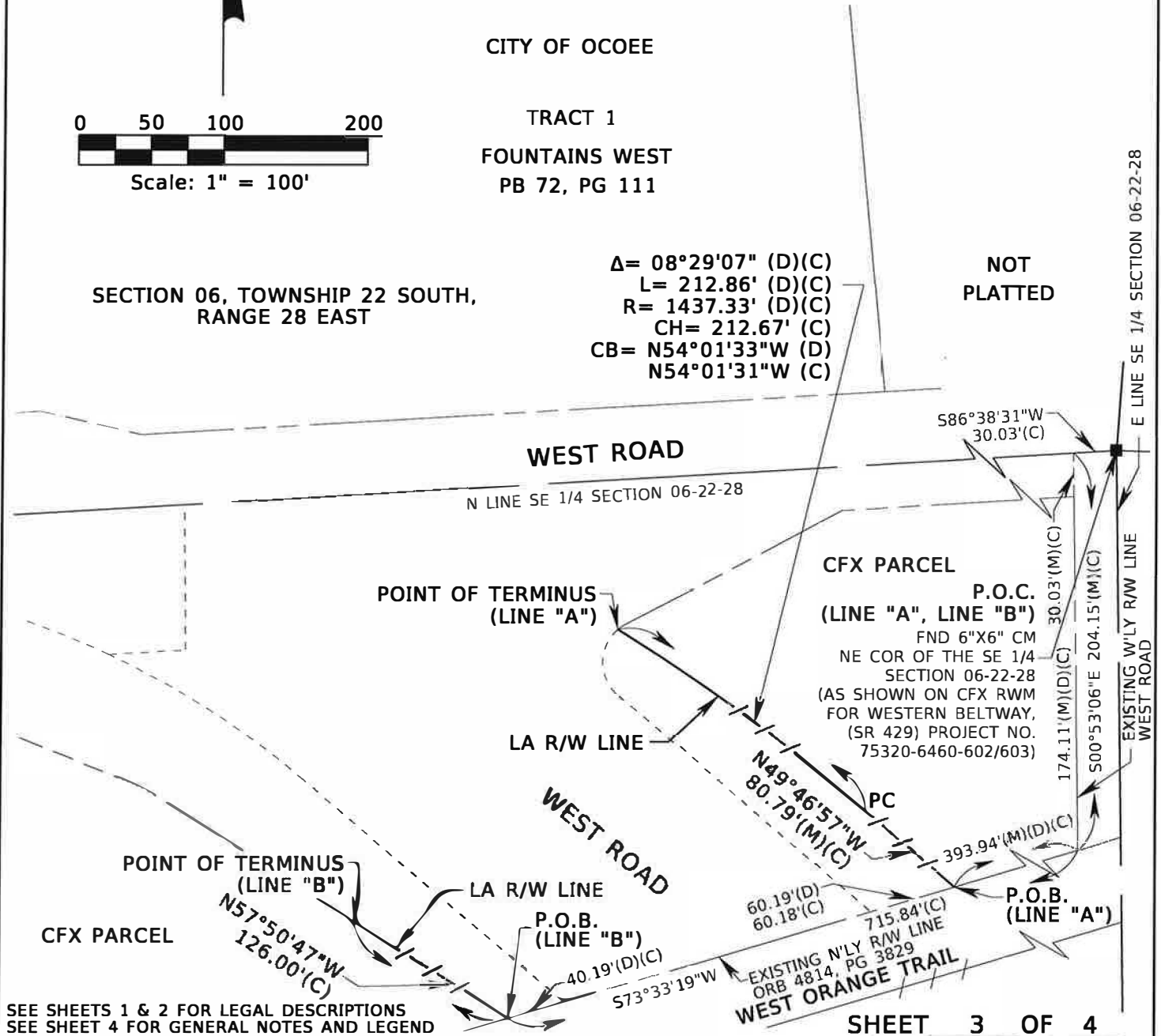
CITY OF OCOEE

TRACT 1
 FOUNTAINS WEST
 PB 72, PG 111

SECTION 06, TOWNSHIP 22 SOUTH,
 RANGE 28 EAST

$\Delta = 08^{\circ}29'07''$ (D)(C)
 $L = 212.86'$ (D)(C)
 $R = 1437.33'$ (D)(C)
 $CH = 212.67'$ (C)
 $CB = N54^{\circ}01'33''W$ (D)
 $N54^{\circ}01'31''W$ (C)

NOT
 PLATTED



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

SHEET 3 OF 4

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 DATE: MARCH 16, 2020
 PROJECT NO.: D08-01
 DRAWN: RTS CHECKED: RJH

SR 429
 CFX PROJECT NO.
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 **GEODATA CONSULTANTS, INC.**
 SURVEYING & MAPPING
 1349 S INTERNATIONAL PKWY
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SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

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COR	= CORNER	⌒	= PROPERTY LINE
(D)	= DEED	P.O.B.	= POINT OF BEGINNING
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		S'LY	= SOUTHERLY
		SF	= SQUARE FEET
		SR	= STATE ROAD
		TBB	= TANGENT BEARING BACK
		W'LY	= WESTERLY

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 86°38'31" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH IS NOT A SURVEY.

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

SHEET 4 OF 4

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE. PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

REVISION

BY

DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08 01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

EXHIBIT "H"
DETAILED MAINTENANCE FUNCTIONS

1. Local Road Bridge Over CFX Expressway System

- a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Ramp pavement to intersection with Local Road edge of pavement
 - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right-of-way
 - iv) Bridge underdeck and ramp lighting
 - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local Road ponds
 - vi) Ramp maintenance to Local Road edge of pavement
- b) Local Agency Responsibility
 - i. Local roadway up to bridge approach slabs
 - ii. Embankments/Sideslopes to CFX limited-access right-of-way fence
 - iii. Signalization, guard rails, jurisdictional signage and bridge lighting above deck, if applicable
 - iv. **Non- CFX** Utilities facilities within CFX right-of-way
 - v. Local Road drainage structures and systems to CFX or Local Road ponds
 - vi. Cleaning/sweeping, pavement and marking for Local Roads and sidewalks, if applicable.

2. CFX Expressway Bridge over Local Road

- a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Ramp pavement to intersection with Local Road edge of pavement
 - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right-of-way
 - iv) Bridge underdeck and ramp lighting
 - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local Road ponds
 - vi) Ramp maintenance to Local Road edge of pavement
- b) Local Agency Responsibility
 - i) Local Road Maintenance
 - ii) Local Road within Local right-of-way, including pavement, pavement markings, sidewalks, lighting, and other improvements on or under the Local Road up to CFX's L/A right-of-way line or retaining wall or fence
 - iii) Embankment/sideslopes to CFX L/A right-of-way fence
 - iv) Signalization, guard rails, jurisdictional signage and Local Road lighting
 - v) **Non- CFX** Utilities facilities within CFX right-of-way

- vi) Local road drainage structures and systems to CFX or Local Road retention area
- vii) Cleaning/sweeping, pavement marking for Local Roads and sidewalks, if applicable

3. Canals/Waterways originating or extending beyond CFX Right-of-Way.

- a) CFX Responsibility
 - i) Structural integrity of headwalls and structure within CFX right-of-way
 - ii) Bridge structure per se, including bridge deck and approach slabs
 - iii) Rip-rap
- b) Local Agency Responsibility
 - i) Canal and banks beyond head walls within Local Agency right-of-way
 - ii) Open flow channel under CFX

4. Canals/Waterways within CFX Right-of-Way

- a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Waterway/channel within CFX right-of-way
 - iii) Rip-rap
- b) Local Agency Responsibility: None

5. Detention/Retention Ponds and Structures

- a) CFX Responsibility
 - i) CFX assigned ponds and CFX drainage structures within LIA right-of-way handling CFX water
 - ii) Drainage structures and systems in CFX right-of-way conveying water across Expressway
- b) Local Agency Responsibility
 - i) Local Agency assigned ponds and Local Agency drainage structures and systems handling Local Road water
 - ii) Drainage structures in Local Road right-Utilities feeding into CFX ponds/right-of-way

6. Utilities

- a) CFX Responsibility: None
- b) Local Agency Responsibility: Water and wastewater mains in CFX LIA right-of-way
- c) General: Non- CFX utilities in public or LIA right-of-way are the responsibility of the utility company

7. Roadways

- a) CFX Responsibility: All facilities within CFX's L/A right-of-way except as noted.
- b) Local Agency Responsibility: All facilities within Local Road right-of-way, except as noted.

EXHIBIT "I"
MAINTENANCE RESPONSIBILITY
 See Exhibit "H" for the Detailed Maintenance Functions

Project	Location	Local Agency Responsibility	CFX Responsibility
429-603	abandoned road within expressway	None	7a
429-602/603	along Ocoee-Apopka Rd and West Rd.	7b	None
429-603	along Ocoee-Apopka Rd and West Rd.	5b	None
429-603	at Clarcona-Ocoee intersection with SR 429	7b	None
429-602/603	along West Rd.	7b	None
429-603	along West Rd.	7b	None
429-603	along West Rd.	7b	None
429-603	along Ocoee-Apopka Rd and West Rd.	7b	None
429-602/603	along Ocoee-Apopka Rd and West Rd.	7b	None
429-603	along West Rd.	7b	None

ATTACHMENT "C"



Dewberry Engineers Inc.
800 N. Magnolia Ave, Suite 1000
Orlando, FL 32803

407.843.5120
407.649.8664 fax
www.dewberry.com

August 25, 2021

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

RE: TRANSFER OF PROPERTY

SR 429, Project 603

CFX to Orange County – Parcels 62-150, 62-850, 62-150 Part A Partial, 62-150 Part B, 62-161 Partial, 62-171 Part A, 62-172 Part B, 62-174 Part A, 62-174 Part B, 62-175, and 62-176.

Orange County to CFX – 62-100

Dear Mr. Pressimone:

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

1. We have reviewed the limits of the parcels associated with West Road, Ocoee-Apopka Road, Clarcona-Ocoee Road and Lakewood Avenue described in Exhibit "A" attached heret. The SR 429 Project 603 interchange with West Road and Clarcona-Ocoee Road is completed. It was anticipated the ownership and maintenance of the local roads, would be transferred to the local jurisdiction upon completion of the project. In our opinion, we certify that the CFX Parcels listed above are no longer essential for the current or future construction, operation or maintenance of the CFX Expressway System and the transfer of the subject parcels to Orange County would not impede or restrict the current or future construction, operation or maintenance of the CFX Expressway System.
2. It is necessary for Orange County to transfer the parcel 62-100 Partial described in Exhibit "A" attached hereto to CFX for the continued use, maintenance and operation of the CFX Expressway System.
3. The release of Limited Access Lines described in Exhibit "A" is required and would not materially affect or interfere with the present or future construction, use, operation, repair or maintenance of the Expressway Facilities, or otherwise impair traffic operations or maintenance of any portion of the Expressway System. The reestablishment of the Limited Access Lines is shown in the transfer documents.
4. 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.

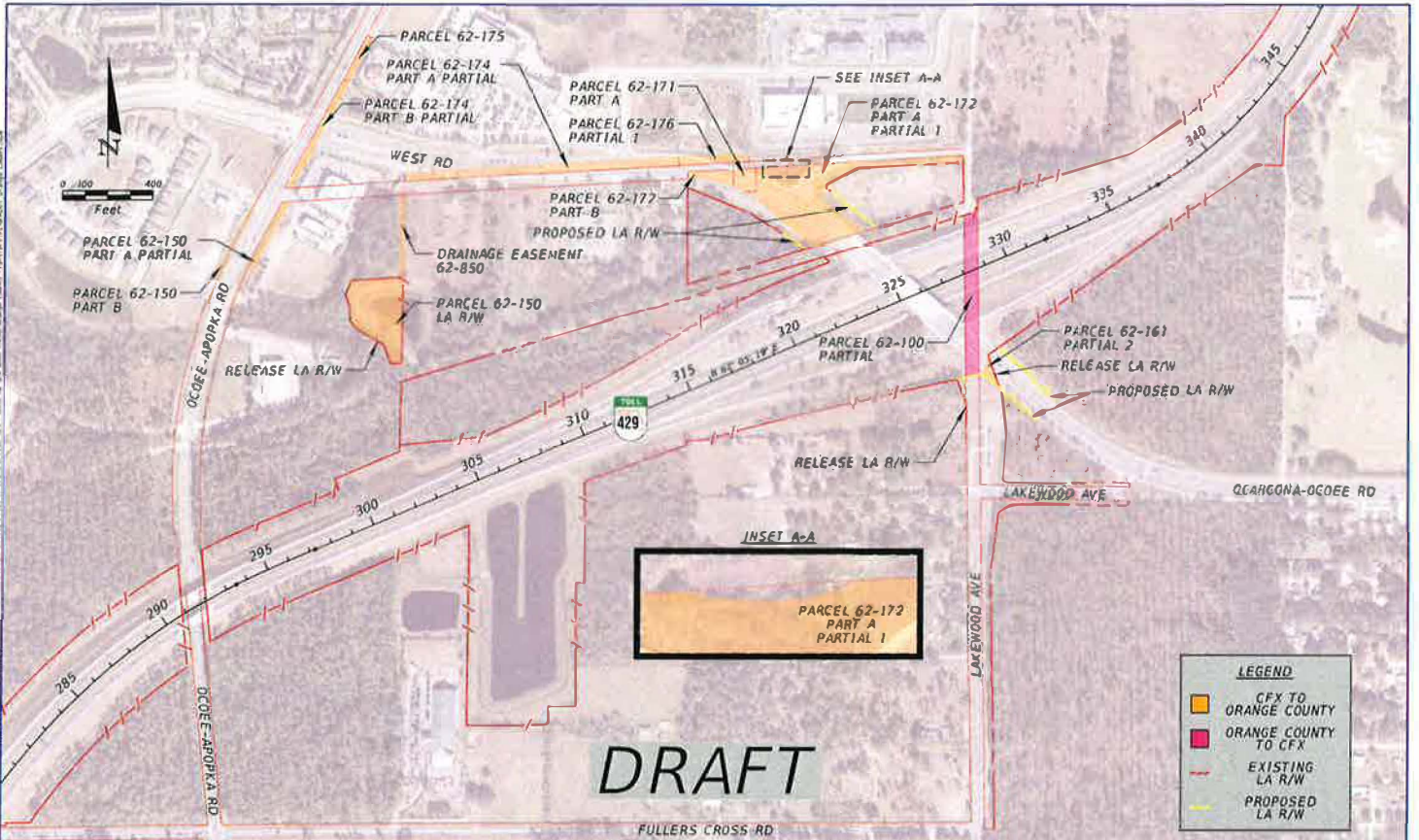
Sincerely,

R. Keith Jackson

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Laura N Kelly, Esq. CFX (w/ enc.)



DRAFT

LEGEND	
	CFX TO ORANGE COUNTY
	ORANGE COUNTY TO CFX
	EXISTING LA R/W
	PROPOSED LA R/W

Exhibit A

DATE	DESCRIPTION	DATE	DESCRIPTION

SR 429 / West Rd. Right-of-Way	 CENTRAL FLORIDA EXPRESSWAYS AUTHORITY
SR 429	

PROPERTY TRANSFER B/W CFX AND ORANGE COUNTY	
--	--

SHEET NO.	1
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ATTACHMENT "D"

Resolution No. 2021-_____

S.R. 429, Project 429-603

Portions of Parcels 62-100, 62-150, Part A and B, 62-850, 62-161 Partial 2, 62-171 Part A,
62-172 Part B, 62-174 Part A and B, 62-175, 62-176

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
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**

WHEREAS, the Central Florida Expressway (“CFX”), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “Expressway Facilities”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.*, of CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the “Row Manual”), which Row Manual provides for the disposal of real property unnecessary or unsuitable for CFX’s use; and

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

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

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

WHEREAS, CFX has adopted that certain Policy Regarding the Release of Limited Access Lines, Part 7 of the Row Manual, which provides for the release of limited access rights of CFX upon determination that the release would not result in the negative effects to CFX’s Expressway System; and

WHEREAS, CFX staff and its General Engineering Consultant has examined the Expressway Facilities for State Road (“S.R.”) 429 adjacent to West Road and determined that the

Portions of Parcels 62-100, 62-150, Part A and B, 62-850, 62-161 Partial 2, 62-171 Part A, 62-172 Part B, 62-174 Part A and B, 62-175, 62-176

real property referred to as portions of Parcels 62-100, 62-150, Part A and B, 62-850, 62-161 Partial 2, 62-171 Part A, 62-172 Part B, 62-174 Part A and B, 62-175, 62-176, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference ("CFX Parcels") is not needed to support existing Expressway Facilities; and

WHEREAS, 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 would not impede or restrict the Expressway System; and

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

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

WHEREAS, Orange County, a charter county and political subdivision of the State of Florida ("County"), has requested a donation of the CFX Parcels from CFX to the County for public right-of-way purposes; and

WHEREAS, the County is the fee simple owners of certain real property referred to as Parcels 62-100, as more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference ("County Parcel"); and

WHEREAS, the General Engineering Consultant has determined the County Parcel is needed to support the existing Expressway Facilities; and

WHEREAS, CFX's Right of Way Committee has determined that the transfer of the CFX Parcels to the County for public right-of-way, in exchange for the transfer of the County Parcel to CFX for public right-of-way and the County's assumption of the continuing maintenance obligations associated with the CFX Parcels, in accordance with the terms of the Right-of-way Transfer and Continuing Maintenance Agreement ("Agreement") would be in the best interest of CFX and the public; and

WHEREAS, portions of the CFX Parcels and County Parcel are encumbered with limited access lines held by CFX as more particularly identified in **Exhibit "C"** attached hereto and incorporated herein by reference ("Existing L/A Lines"); and

WHEREAS, 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; and

Portions of Parcels 62-100, 62-150, Part A and B, 62-850, 62-161 Partial 2, 62-171 Part A,
62-172 Part B, 62-174 Part A and B, 62-175, 62-176

WHEREAS, CFX's General Engineering Consultant has certified that the release of the Existing L/A Lines will not (1) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of the Expressway Facilities; (2) otherwise impair traffic operations or maintenance of any portion of the Expressway Facilities; or (3) otherwise be prohibited or in conflict with any laws, regulations, requirements, covenants, or agreements binding upon CFX, provided that the limited access lines are re-established in the deeds to and from the County prior to the release of the Existing L/A Lines; and

WHEREAS, CFX's Right of Way Committee has recommended that the CFX Parcels be donated to the County for public purposes, in accordance with CFX's Row Manual, except for the following conditions or modifications: (1) separate notice to the local government in which the CFX Parcels and Existing L/A Lines are located is not required; (2) conveyance will be via Quit Claim Deed, rather than Special Warranty Deed, subject to a deed restriction and right of reverter restricting the use of the CFX Parcels for public right-of-way, and (3) that the Existing L/A Lines will be released and re-established as set forth in the Agreement.

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

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

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

3. CFX hereby finds that it is in the interest of both CFX and the public to transfer the CFX Parcels to the County for public right-of-way in exchange for the conveyance of the County Parcel to CFX and the County's assumption of the continuing maintenance obligations associated with the CFX Parcels in accordance with the terms of the Agreement.

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

5. CFX hereby declares that after the limited access lines are re-established in the deeds to and from the County, the release of the Existing L/A Lines identified in Exhibit "C" will not (1) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of the Expressway Facilities, (2) otherwise impair traffic operations or

Portions of Parcels 62-100, 62-150, Part A and B, 62-850, 62-161 Partial 2, 62-171 Part A, 62-172 Part B, 62-174 Part A and B, 62-175, 62-176

maintenance of any portion of the Expressway Facilities; or (3) otherwise be prohibited or in conflict with any laws, regulations, requirements, covenants, or agreements binding upon CFX.

6. CFX declares it is in the public interest to re-establish the locations of the limited access lines as set forth in the Agreement and then release the Existing L/A Lines, subject to compliance with the requirements of the Row Manual.

7. Accordingly, CFX hereby declares that the Existing L/A Lines may be released in accordance with the Row Manual, subject to the following conditions or modifications: (1) separate notice to the local government in which the Existing L/A Lines is located is not required; and (2) the Existing L/A Lines will not be released until the limited access lines are re-established in CFX's favor upon the recording of the deeds to and from the County in accordance with the terms of the Agreement.

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

ADOPTED this _____ day of _____ 2021.

Buddy Dyer, Chairman

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

Approved as to form and legality for the
exclusive use and reliance of CFX.

Diego "Woody" Rodriguez
General Counsel

EXHIBIT "A"
CFX Parcels

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-150 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART A

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE NORTH 86°38'31" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2207.52 FEET TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437 AS SHOWN ON SAID MAP; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 28°17'59" WEST ALONG SAID NORTHERLY PROJECTION, A DISTANCE OF 35.26 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY PROJECTION, RUN NORTH 86°38'31" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 35.24 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN SOUTH 28°17'59" WEST ALONG THE NORTHERLY PROJECTION OF THE PROPOSED EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437 AND ALONG THE PROPOSED EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437 AS SHOWN ON SAID MAP, A DISTANCE OF 212.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2211.83 FEET, A CHORD BEARING OF SOUTH 26°40'07" WEST AND A CHORD DISTANCE OF 125.93 FEET; THENCE CONTINUE ALONG SAID PROPOSED RIGHT OF WAY LINE THE FOLLOWING THREE COURSES; RUN SOUTHERLY 125.94 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°15'45"; THENCE NORTH 64°57'46" WEST, A DISTANCE OF 20.00 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2231.83 FEET, A CHORD BEARING OF SOUTH 22°30'23" WEST AND A CHORD DISTANCE OF 197.09 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 25°02'14" WEST, RUN SOUTHERLY 197.16 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°03'41"; THENCE DEPARTING SAID PROPOSED RIGHT OF WAY LINE, RUN THE FOLLOWING THREE COURSES ALONG THE AFORESAID EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437; RUN NORTH 70°01'27" WEST, A DISTANCE OF 10.00 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2241.83 FEET, A CHORD BEARING OF NORTH 24°08'16" EAST AND A CHORD DISTANCE OF 325.41 FEET; THENCE FROM A TANGENT BEARING OF NORTH 19°58'33" EAST, RUN NORTHERLY 325.69 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°19'26" TO A POINT OF TANGENCY; THENCE NORTH 28°17'59" EAST, A DISTANCE OF 194.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,890 SQUARE FEET, MORE OR LESS.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

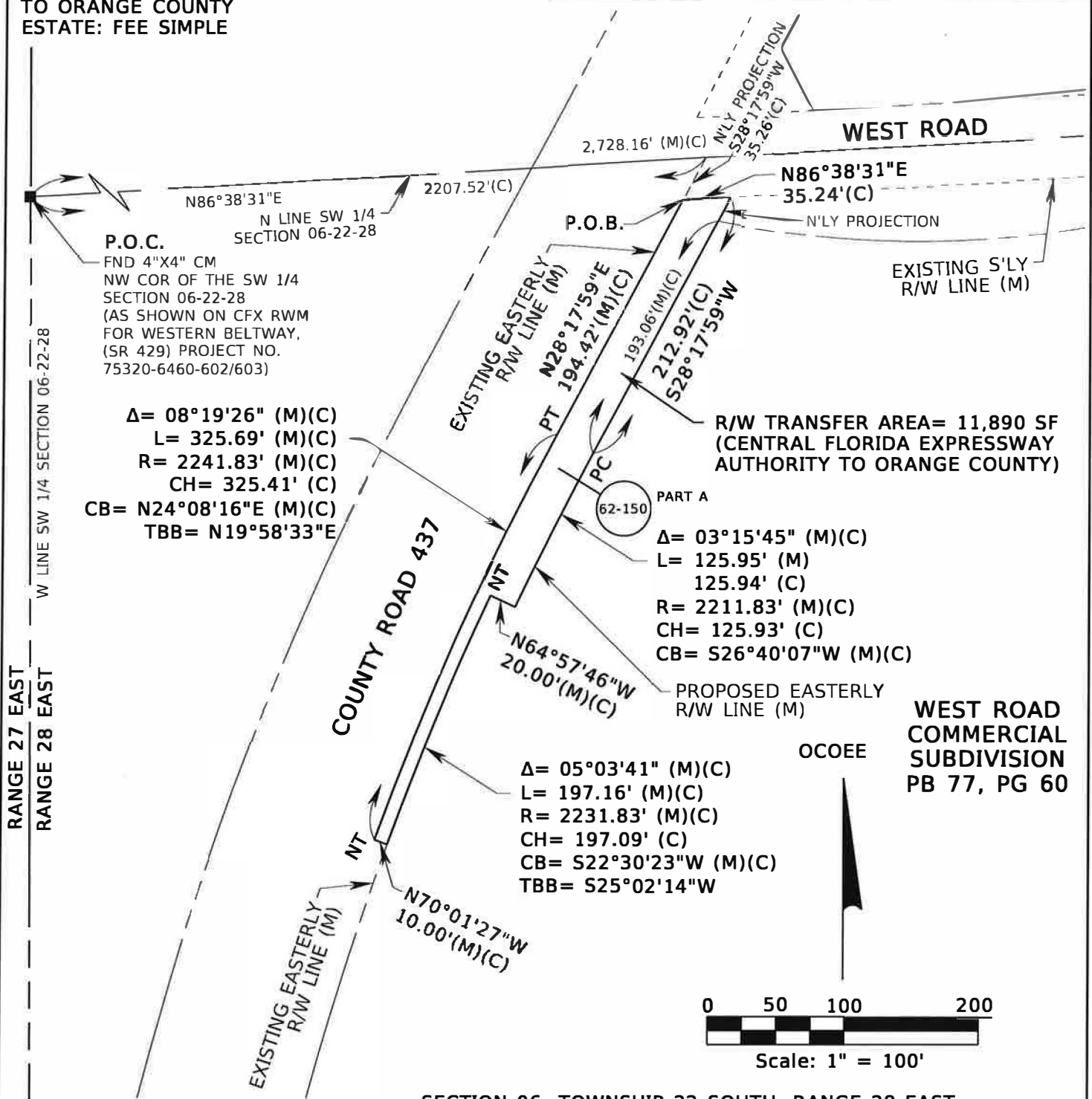
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-150 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER
 TO ORANGE COUNTY
 ESTATE: FEE SIMPLE



P.O.C.
 FND 4"X4" CM
 NW COR OF THE SW 1/4
 SECTION 06-22-28
 (AS SHOWN ON CFX RWM
 FOR WESTERN BELTWAY,
 (SR 429) PROJECT NO.
 75320-6460-602/603)

R/W TRANSFER AREA= 11,890 SF
 (CENTRAL FLORIDA EXPRESSWAY
 AUTHORITY TO ORANGE COUNTY)

RANGE 27 EAST
 RANGE 28 EAST
 W LINE SW 1/4 SECTION 06-22-28

SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST

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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY DATE: MARCH 16, 2020 PROJECT NO.: D08-01 DRAWN: RTS CHECKED: RJH	SR 429 CFX PROJECT NO. 429-603	 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556
--	---	--

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

AC = ACRES
 (C) = CALCULATED
 CB = CHORD BEARING
 CH = CHORD LENGTH
 CM = CONCRETE MONUMENT
 COR = CORNER
 CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 Δ = DELTA (CENTRAL ANGLE)
 FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 FND = FOUND
 L = LENGTH
 LA = LIMITED ACCESS

N'LY = NORTHERLY
 NO. = NUMBER
 NT = NON TANGENT
 PB = PLAT BOOK
 PC = POINT OF CURVATURE
 PG = PAGE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 PT = POINT OF TANGENCY
 R = RADIUS
 R/W = RIGHT OF WAY
 (RWM) OR (M) = RIGHT OF WAY MAP
 SEC = SECTION
 SF = SQUARE FEET
 S'LY = SOUTHERLY
 SR = STATE ROAD
 TBB = TANGENT BEARING BACK

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 86°38'31" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3


REVISION	BY	DATE

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990 DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 DATE: MARCH 16, 2020
 PROJECT NO.: D08-01
 DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603

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

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-602/603**

PARCEL 62-150

LIMITED ACCESS RIGHT OF WAY

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of the Southwest 1/4 of said Section 6; thence run N.00°48'40"E. along the east line of the Southwest 1/4 of said Section 6 a distance of 2,030.68 feet for a POINT OF BEGINNING; thence departing said east line of the Southwest 1/4 of Section 6 run S.86°18'40"W. 47.67 feet; thence run N.20°56'43"W. 87.33 feet; thence run N.60°04'40"W. 72.63 feet; thence run N.58°38'25"W. 65.83 feet; thence run N.41°23'15"W. 42.15 feet; thence run N.04°22'21"W. 70.63 feet; thence run N.20°52'40"W. 47.14 feet; thence run N.21°31'35"E. 68.18 feet; thence run N.86°18'40"E. a distance of 228.75 feet to an intersection with the aforementioned east line of the Southwest 1/4 of Section 6; thence run S.00°48'40"W. along said east line of the Southwest 1/4 of Section 6 a distance of 373.26 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

Containing 1.510 acres, more or less.

October 9, 1997

SHEET 3 OF 6

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-602/603**

PARCEL 62-150 RIGHT OF WAY 'B'

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of the Southwest 1/4 of said Section 6; thence run N.00°48'40"E. along the east line of the Southwest 1/4 of said Section 6 a distance of 2,792.09 feet to the northeast corner of the Southwest 1/4 of said Section 6; thence run S.86°38'31"W. along the north line of the Southwest 1/4 of said Section 6 a distance of 638.12 feet for a POINT OF BEGINNING, said point also being a point on the existing westerly right of way line of County Road 437 (as now established); thence departing said north line of the Southwest 1/4 of Section 6 run S.28°17'59"W. along said westerly right of way line of County Road 437 a distance of 168.02 feet to the point of curvature of a curve, concave southeasterly, having a radius of 2,341.83 feet and a central angle of 08°19'26"; thence run southwesterly along the arc of said curve a distance of 340.22 feet to a point on said curve; thence departing said curve, continue along said existing westerly right of way line of County Road 437 N.70°01'27"W. a distance of 10.00 feet to a point on a curve, concave southeasterly, having a radius of 2,351.83 feet and a central angle of 08°19'26"; thence departing said westerly right of way line of County Road 437 from a chord bearing of N.24°08'16"E. run northeasterly along the arc of said curve a distance of 341.67 feet to the point of tangency; thence run N.28°17'59"E. a distance of 161.85 feet to an intersection with the aforementioned north line of the Southwest 1/4 of Section 6; thence run N.86°38'31"E. along said north line of the Southwest 1/4 of Section 6 a distance of 11.75 feet to the POINT OF BEGINNING.

Containing 5,059 square feet, more or less.

October 9, 1997

SHEET 2 OF 4

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-602/603**

PARCEL 62-850

DRAINAGE EASEMENT

LEGAL DESCRIPTION

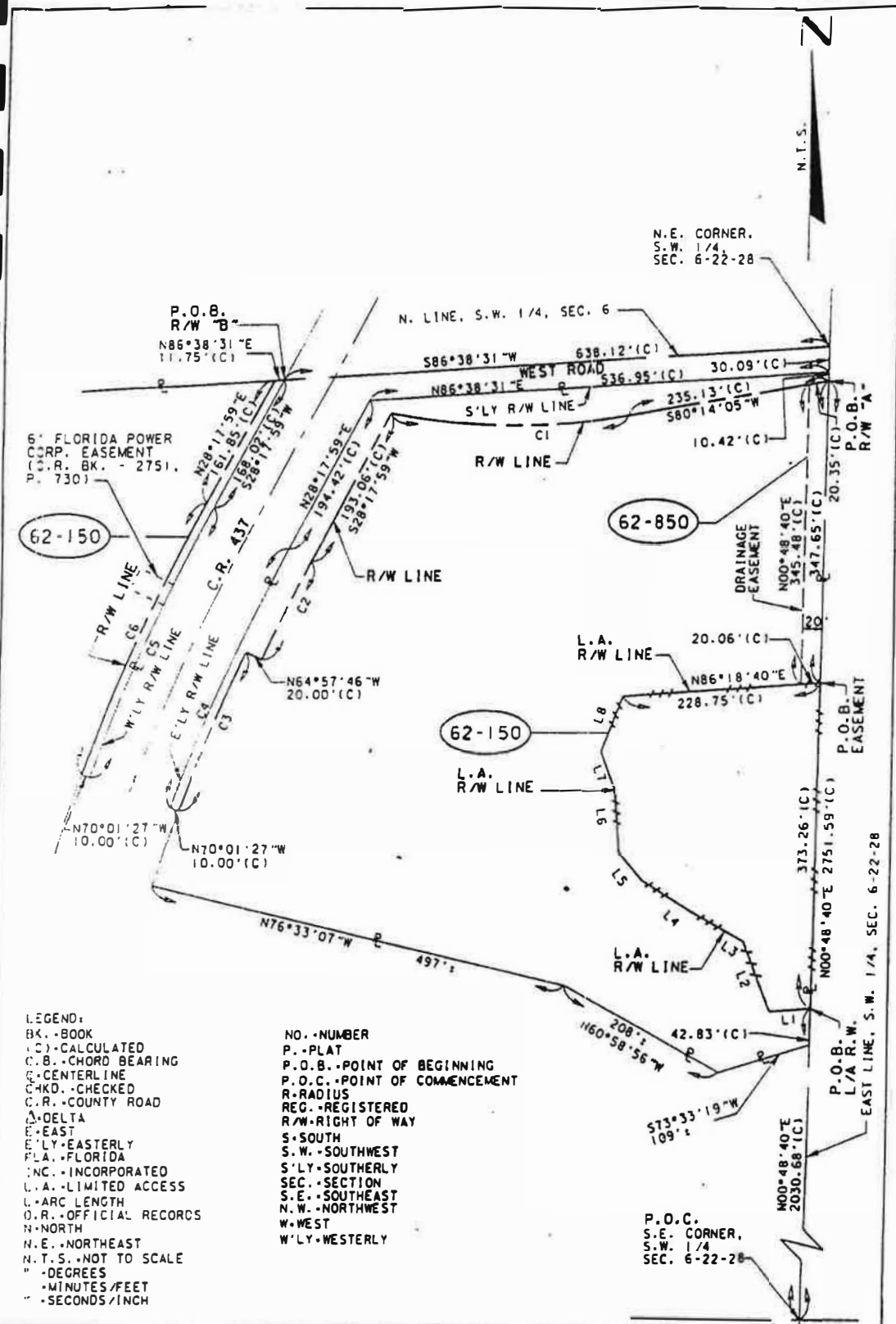
A portion of the Southwest 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of the Southwest 1/4 of said Section 6; thence run N.00°48'40"E. along the east line of said Southwest 1/4 of Section 6 a distance of 2,403.94 feet for a POINT OF BEGINNING; thence departing said east line of the Southwest 1/4 of Section 6 run S.86°18'40"W. 20.06 feet; thence run N.00°48'40"E. 345.48 feet; thence run N.80°14'05"E. a distance of 20.35 feet to an intersection with the aforementioned east line of the Southwest 1/4 of Section 6; thence run S.00°48'40"W. along said east line of the Southwest 1/4 of Section 6 a distance of 347.65 feet to the POINT OF BEGINNING.

Containing 6,931 square feet, more or less.

October 9, 1997

SHEET 6 OF 6



LEGEND:
 BK. - BOOK
 (C) - CALCULATED
 C.B. - CHORD BEARING
 C.L. - CENTERLINE
 CHKD. - CHECKED
 C.R. - COUNTY ROAD
 Δ - DELTA
 E - EAST
 ELY - EASTERLY
 FLA. - FLORIDA
 INC. - INCORPORATED
 L.A. - LIMITED ACCESS
 L - ARC LENGTH
 O.R. - OFFICIAL RECORDS
 N - NORTH
 N.E. - NORTHEAST
 N.T.S. - NOT TO SCALE
 ° - DEGREES
 ' - MINUTES/FEET
 " - SECONDS/INCH

NO. - NUMBER
 P. - PLAT
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 R - RADIUS
 REG. - REGISTERED
 R/W - RIGHT OF WAY
 S - SOUTH
 S.W. - SOUTHWEST
 S'LY - SOUTHERLY
 SEC. - SECTION
 S.E. - SOUTHEAST
 N.W. - NORTHWEST
 W - WEST
 W'LY - WESTERLY

P.O.C.
 S.E. CORNER,
 S.W. 1/4
 SEC. 6-22-28

DELTA	LENGTH	RADIUS	CHORD BEARING	BEARING	DISTANCE
C1	20°56'12"	279.98'	766.19'	N86°17'49"W	L1 586°18'40"W 47.61'
C2	03°15'45"	125.95'	2211.83'	N86°17'49"W	L2 N20°56'43"W 87.33'
C3	05°03'41"	197.15'	2231.83'	S22°30'23"W	L3 N60°04'40"W 72.63'
C4	08°19'26"	325.69'	2241.83'	N24°08'16"E	L4 N58°38'25"W 65.83'
C5	38°19'26"	340.22'	2341.83'	S24°08'16"W	L5 N41°23'15"W 42.15'
C6	38°19'26"	341.67'	2351.83'	N24°08'16"E	L6 N04°22'21"W 70.61'
					L7 N20°52'40"W 47.14'
					L8 N21°31'35"E 68.18'

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-161 - PORTION (PARTIAL 2)

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"x6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 00°53'06" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 958.32 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY PROJECTION OF THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE (WEST OF WEST ROAD) OF WESTERN BELTWAY (SR 429) AS SHOWN ON SAID MAP; THENCE DEPARTING SAID WEST LINE, RUN NORTH 77°03'49" EAST ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 42.09 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID PROJECTION LINE, RUN NORTH 18°37'58" EAST, A DISTANCE OF 83.37 FEET TO THE INTERSECTION WITH THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE (EAST OF WEST ROAD) OF SAID WESTERN BELTWAY (SR 429); THENCE RUN SOUTH 19°42'11" EAST ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 154.61 FEET; THENCE DEPARTING SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 49°48'07" WEST, A DISTANCE OF 103.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,998 SQUARE FEET, MORE OR LESS.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

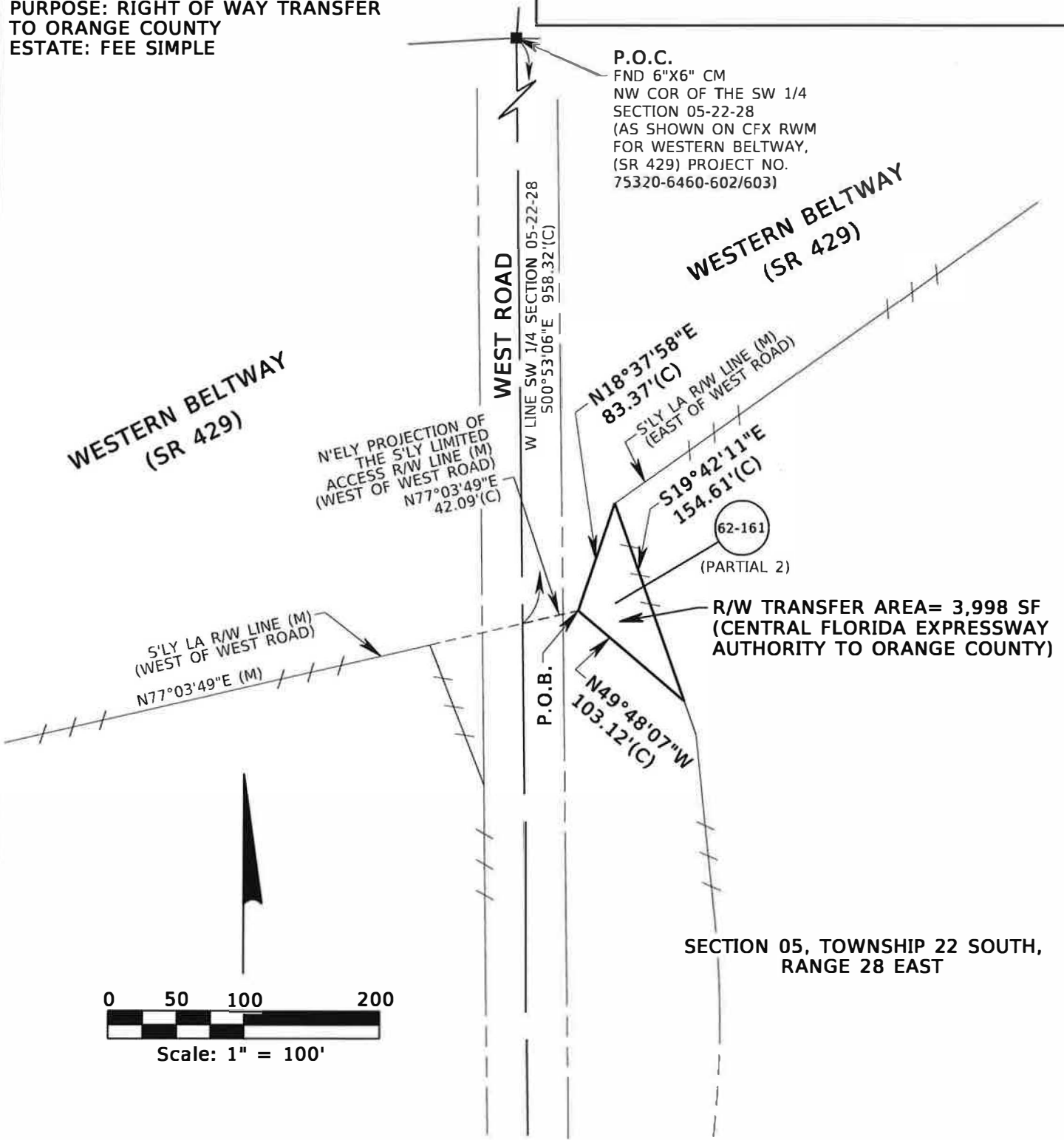
VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-161 - PORTION (PARTIAL 2)

PURPOSE: RIGHT OF WAY TRANSFER
 TO ORANGE COUNTY
 ESTATE: FEE SIMPLE

P.O.C.
 FND 6"X6" CM
 NW COR OF THE SW 1/4
 SECTION 05-22-28
 (AS SHOWN ON CFX RWM
 FOR WESTERN BELTWAY,
 (SR 429) PROJECT NO.
 75320-6460-602/603)



WESTERN BELTWAY
 (SR 429)

WESTERN BELTWAY
 (SR 429)

WEST ROAD

N'E'LY PROJECTION OF
 THE S'LY LIMITED
 ACCESS R/W LINE (M)
 (WEST OF WEST ROAD)
 N77°03'49"E
 42.09'(C)

N18°37'58"E
 83.37'(C)

S'LY LA R/W LINE (M)
 (EAST OF WEST ROAD)

S19°42'11"E
 154.61'(C)

62-161

(PARTIAL 2)

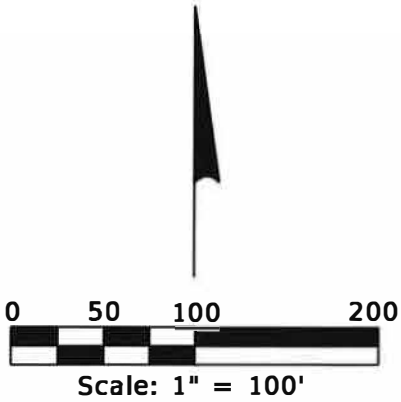
R/W TRANSFER AREA= 3,998 SF
 (CENTRAL FLORIDA EXPRESSWAY
 AUTHORITY TO ORANGE COUNTY)

N49°48'07"W
 103.12'(C)

P.O.B.

W LINE SW 1/4 SECTION 05-22-28
 S00°53'06"E 938.32'(C)

SECTION 05, TOWNSHIP 22 SOUTH,
 RANGE 28 EAST




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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 DATE: MARCH 16, 2020
 PROJECT NO.: D08-01
 DRAWN: RTS CHECKED: RJH

SR 429
 CFX PROJECT NO.
 429-603

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

AC	= ACRES	N'LY	= NORTHERLY
(C)	= CALCULATED	N'E'LY	= NORTHEASTERLY
CB	= CHORD BEARING	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	NT	= NON TANGENT
CH	= CHORD LENGTH	PB	= PLAT BOOK
CM	= CONCRETE MONUMENT	PC	= POINT OF CURVATURE
(D)	= DEED	PG	= PAGE
Δ	= DELTA	ℙ	= PROPERTY LINE
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
L	= LENGTH	PT	= POINT OF TANGENCY
LA	= LIMITED ACCESS	R	= RADIUS
ORB	= OFFICIAL RECORDS BOOK	(RWM) OR (M)	= RIGHT OF WAY MAP
		SEC	= SECTION
		S'LY	= SOUTHERLY
		SF	= SQUARE FEET
		SR	= STATE ROAD
		TBB	= TANGENT BEARING BACK

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 05, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 00°53'06" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

REVISION

BY

DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D 0 01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

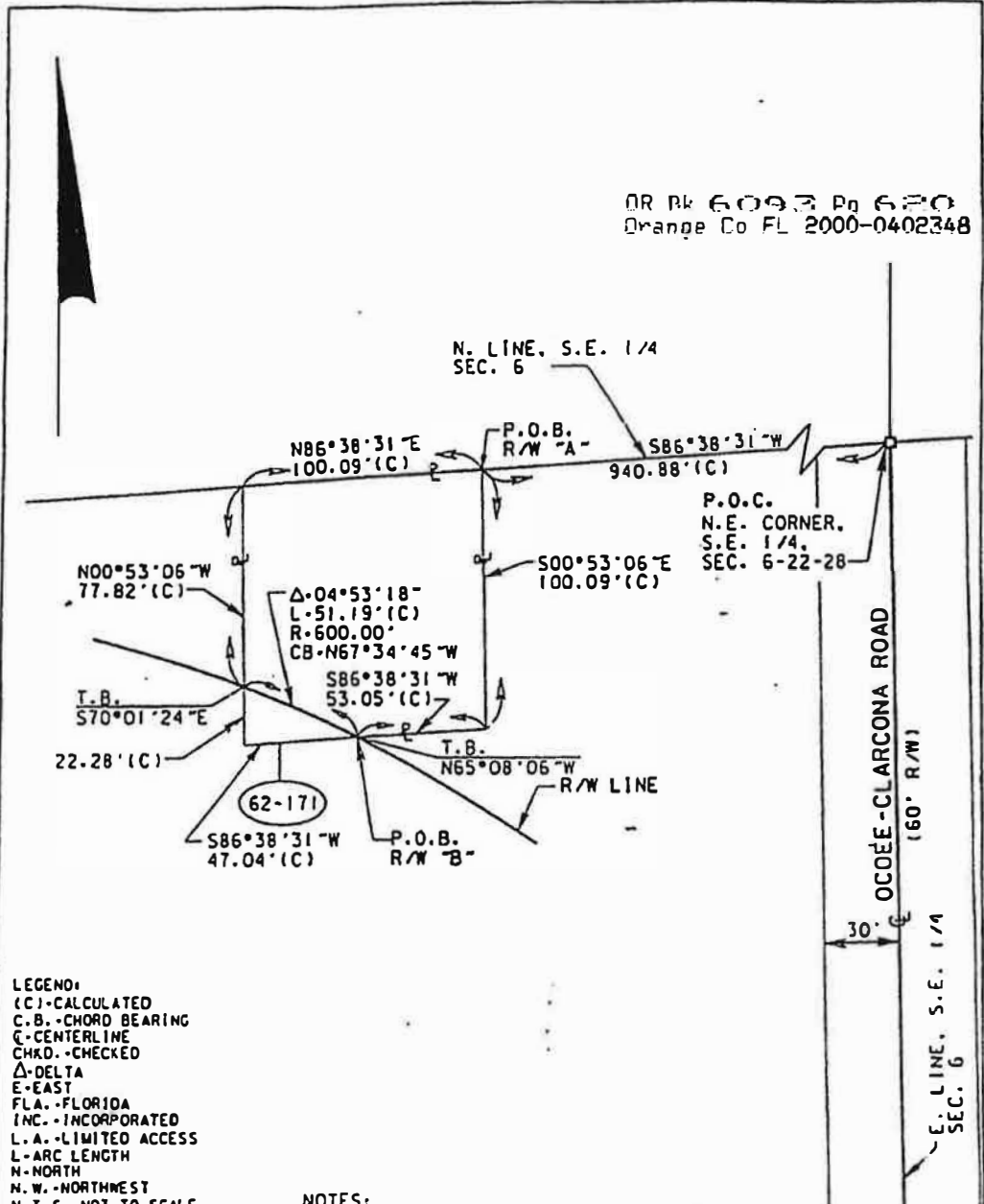
1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556



LEGEND:
 (C) - CALCULATED
 C.B. - CHORD BEARING
 C - CENTERLINE
 CHKD. - CHECKED
 Δ - DELTA
 E - EAST
 FLA. - FLORIDA
 INC. - INCORPORATED
 L.A. - LIMITED ACCESS
 L - ARC LENGTH
 N - NORTH
 N.W. - NORTHWEST
 N.T.S. - NOT TO SCALE
 ° - DEGREES
 ' - MINUTES/FEET
 " - SECONDS/INCH
 NO. - NUMBER
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 R - RADIUS
 REG. - REGISTERED
 R/W - RIGHT OF WAY
 S - SOUTH
 S'LY - SOUTHERLY
 SEC. - SECTION
 S.E. - SOUTHEAST
 T.B. - TANGENT BEARING
 W - WEST

NOTES:

1. BEARINGS AND DISTANCES BASED ON THE FLORIDA STATE PLANE COORDINATES SYSTEM - EAST ZONE MEAN SCALE FACTOR: 0.99997293
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. OWNER: SYDNEY HART
4. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.

SKETCH OF DESCRIPTION
NOT A PLAT OF SURVEY

NOT VALID UNLESS SIGNED AND SEALED

RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART A ORANGE COUNTY, FLORIDA	PARCEL NO. 62-171	PROJECT NO.
			R/W MAP SHEETS
SURV PROJECT NO. 97-0079.000		SHEET 1 OF 2	DATE: 10/1/97
SCALE: 1" = 50'		CHECKED: AAS	DRAWING: GRR
REVISION		BY	DATE

Abby Ann Schaefer
REGISTERED LAND SURVEYOR NO. 6221

DESIGN PROVIDED BY
CDRMP
ORANGE COUNTY, FLORIDA
1071 100-000



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-602/603

PARCEL 62-171

RIGHT-OF-WAY 'A'

OR Bk 6093 Pg 621
Orange Co FL 2000-0402348

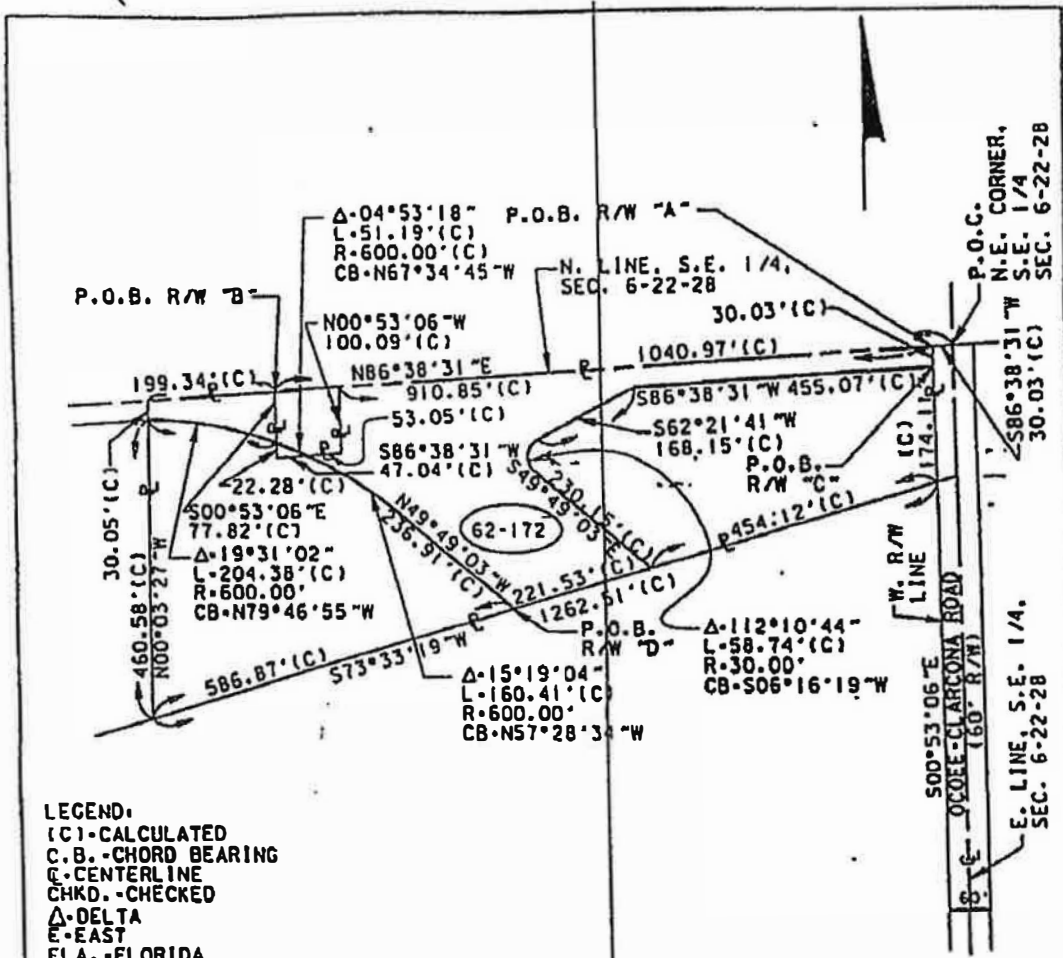
LEGAL DESCRIPTION

A portion of the Southeast 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows: Commence at the northeast corner of the Southeast 1/4 of said Section 6; thence run South 86°38'31" West along the north line of the Southeast 1/4 of said Section 6, a distance of 940.88 feet for a POINT OF BEGINNING; thence departing said north line of the Southeast 1/4 of Section 6, run South 00°53'06" East 100.09 feet; thence run South 86°38'31" West 53.05 feet to a point on a curve, concave southwesterly, having a radius of 600.00 feet and a central angle of 04°53'18"; thence from a tangent bearing of North 65°08'06" West run northwesterly along the arc of said curve a distance of 51.19 feet to a point on said curve; thence departing said curve run North 00°53'06" West 77.82 feet to an intersection with the aforementioned north line of the Southeast 1/4 of Section 6; thence run North 86°38'31" East along said north line of the Southeast 1/4 of Section 6, a distance of 100.09 feet to the POINT OF BEGINNING.

Containing 9467 square feet, more or less.

October 1, 1997

SHEET 2 OF 2



- LEGEND:**
 (C) - CALCULATED
 C.B. - CHORD BEARING
 C - CENTERLINE
 CHKD. - CHECKED
 Δ - DELTA
 E - EAST
 FLA. - FLORIDA
 INC. - INCORPORATED
 L.A. - LIMITED ACCESS
 L - ARC LENGTH
 N - NORTH
 N.T.S. - NOT TO SCALE
 ° - DEGREES
 ' - MINUTES/FEET
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 R/W - RIGHT OF WAY
 S - SOUTH
 S'LY - SOUTHERLY
 SEC. - SECTION
 S.E. - SOUTHEAST
 N.W. - NORTHWEST
 W - WEST

DR Bk 5615 Pg 1997
 Orange Co FL 1998-0474605

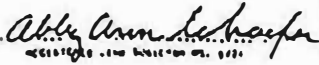
NOTES:

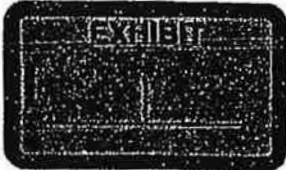
1. BEARINGS AND DISTANCES BASED ON THE FLORIDA STATE PLANE COORDINATES SYSTEM - EAST ZONE MEAN SCALE FACTOR: 0.99997293
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. OWNERS: RONALD C. PEAVY, SR., NANCY P. SPENCER, WANDA P. PHILLIPS & BYRON L. PEAVY
4. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.

NOT VALID UNLESS SIGNED AND SEALED.

SKETCH OF DESCRIPTION NOT A PLAT OF SURVEY.

SHEET 1 of 2

RIGHT OF WAY PARCEL SKETCH		WESTERN BELTWAY PART A ORANGE COUNTY, FLORIDA		PARCEL 62-172		PROJECT NO.																										
 <small>REGISTERED PROFESSIONAL SURVEYOR</small>		<table border="1"> <tr> <td>PROJECT NO.</td> <td>97-0079.000</td> </tr> <tr> <td>SHEET</td> <td>1 of 5</td> </tr> <tr> <td>DATE</td> <td>10/20/97</td> </tr> <tr> <td>SCALE</td> <td>1" = 200'</td> </tr> <tr> <td>CHECKED</td> <td>AAS</td> </tr> <tr> <td>DRAWN</td> <td>GRR</td> </tr> </table>	PROJECT NO.	97-0079.000	SHEET	1 of 5	DATE	10/20/97	SCALE	1" = 200'	CHECKED	AAS	DRAWN	GRR	<table border="1"> <tr> <td colspan="2">SKETCH PREPARED BY</td> </tr> <tr> <td colspan="2">ODAMP</td> </tr> <tr> <td colspan="2">D.E.A. MOORE, M.S.E. & P.E. CONSULT. INC.</td> </tr> <tr> <td colspan="2">ENGINEERS</td> </tr> <tr> <td colspan="2">1005 E. ORANGE BLVD.</td> </tr> <tr> <td colspan="2">ORANGE FLORIDA 32807</td> </tr> <tr> <td colspan="2">TEL: 386-8812</td> </tr> </table>				SKETCH PREPARED BY		ODAMP		D.E.A. MOORE, M.S.E. & P.E. CONSULT. INC.		ENGINEERS		1005 E. ORANGE BLVD.		ORANGE FLORIDA 32807		TEL: 386-8812	
PROJECT NO.	97-0079.000																															
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ORANGE FLORIDA 32807																																
TEL: 386-8812																																



**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-602/603**

OR Bk 5615 Pg 1999
Orange Co FL 1998-0474605

PARCEL 62-172

RIGHT-OF-WAY 'B'

LEGAL DESCRIPTION

A portion of the Southeast 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows: Commence at the northeast corner of the Southeast 1/4 of said Section 6; thence run South 86°38'31" West along the north line of the Southeast 1/4 of said Section 6, a distance of 1,040.97 feet for a POINT OF BEGINNING; thence departing said north line of the Southeast 1/4 of Section 6, run South 00°53'06" East a distance of 77.82 feet to a point on a curve, concave southwesterly, having a radius of 600.00 feet and a central angle of 19°31'02"; thence from a chord bearing of North 79°46'55" West run northwesterly along the arc of said curve 204.38 feet to a point on said curve; thence departing said curve run North 00°03'27" West, a distance of 30.05 feet to an intersection with the aforesaid north line of the Southeast 1/4 of Section 6; thence run North 86°38'31" East along said north line of the Southeast 1/4 of Section 6, a distance of 199.34 feet to the POINT OF BEGINNING.

Containing 9,583 square feet, more or less.

October 20, 1997

SHEET 2 of 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-172 - PORTION (PARTIAL 1)

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 86°38'31" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 30.03 FEET TO THE INTERSECTION WITH THE EXISTING WESTERLY RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°53'06" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.03 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN SOUTH 86°38'31" WEST, A DISTANCE OF 455.07 FEET; THENCE SOUTH 62°21'41" WEST, A DISTANCE OF 168.15 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING OF SOUTH 06°58'19" WEST AND A CHORD DISTANCE OF 49.38 FEET; THENCE RUN 58.00 FEET IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 110°46'45" TO A POINT ON A NON TANGENT LINE; THENCE SOUTH 49°49'03" EAST, A DISTANCE OF 230.89 FEET TO THE INTERSECTION WITH THE EXISTING NORTHERLY RIGHT OF WAY LINE OF WEST ORANGE TRAIL AS DESCRIBED IN OFFICIAL RECORDS BOOK 4814, PAGE 3829 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 73°33'19" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 221.54 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 49°49'03" WEST, A DISTANCE OF 232.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 600.38 FEET, A CHORD BEARING OF NORTH 57°48'12" WEST AND A CHORD DISTANCE OF 166.82 FEET; THENCE RUN 167.36 FEET IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°58'18"; THENCE NORTH 86°38'31" EAST, A DISTANCE OF 55.75 FEET; THENCE NORTH 00°53'06" WEST, A DISTANCE OF 100.10 FEET TO THE INTERSECTION WITH THE AFORESAID NORTH LINE; THENCE NORTH 86°38'31" EAST ALONG SAID NORTH LINE, A DISTANCE OF 66.77 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 86°38'31" EAST AND A CHORD DISTANCE OF 130.01 FEET; THENCE DEPARTING SAID NORTH LINE, FROM A TANGENT BEARING OF SOUTH 74°23'27" EAST, RUN EASTERLY 132.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°56'03" TO THE INTERSECTION WITH SAID NORTH LINE; THENCE NORTH 86°38'31" EAST ALONG SAID NORTH LINE, A DISTANCE OF 714.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.690 ACRES, MORE OR LESS.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: JUNE 11, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

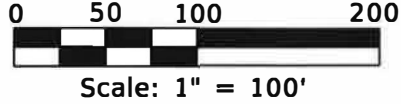
LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-172 - PORTION (PARTIAL 1)

PURPOSE: RIGHT OF WAY TRANSFER
 TO ORANGE COUNTY
 ESTATE: FEE SIMPLE



CITY OF OCOEE

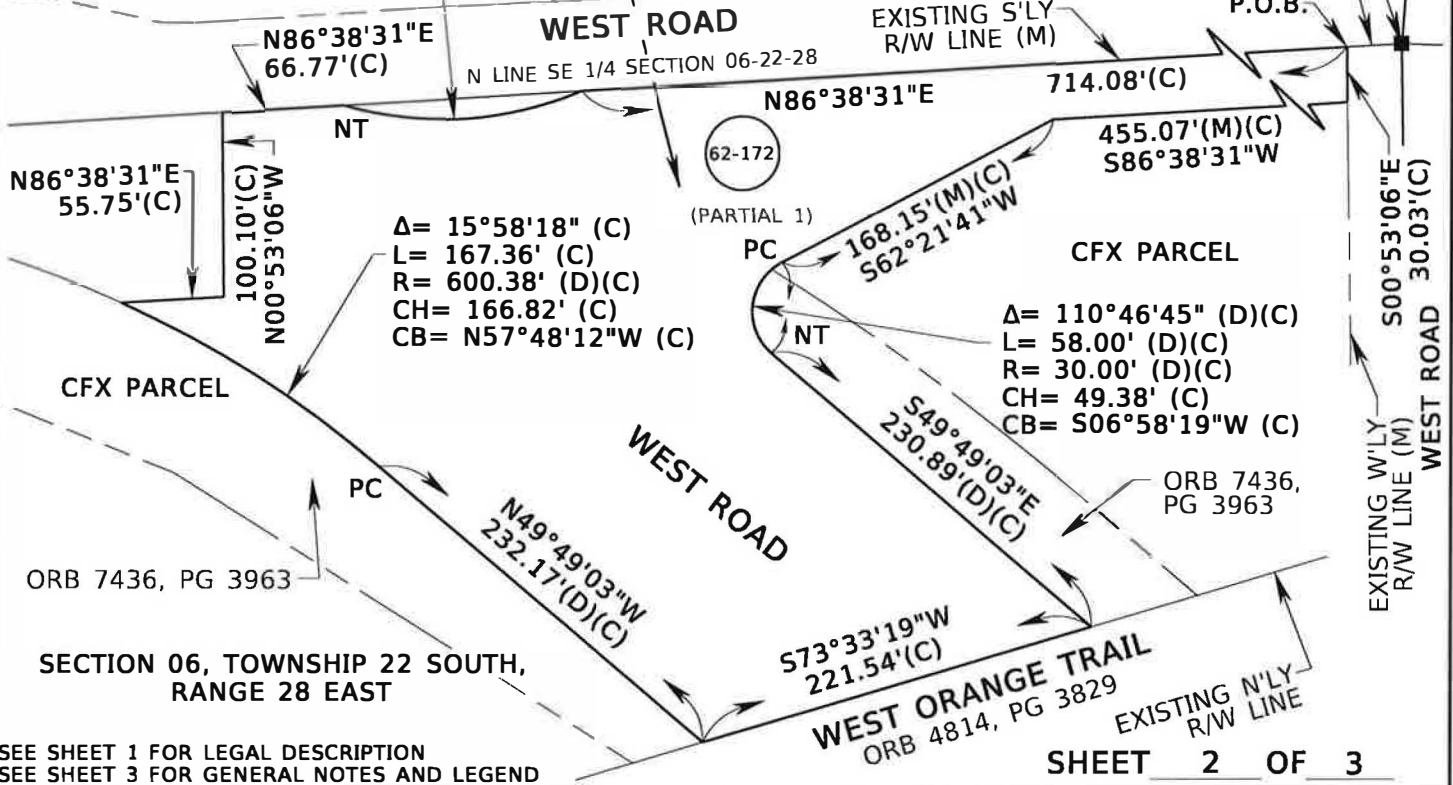
TRACT 1
 FOUNTAINS WEST
 PB 72, PG 111

P.O.C.
 FND 6"X6" CM
 NE COR OF THE SE 1/4
 SECTION 06-22-28
 (AS SHOWN ON CFX RWM
 FOR WESTERN BELTWAY,
 (SR 429) PROJECT NO.
 75320-6460-602/603)

NOT
 PLATTED

$\Delta = 37^{\circ}56'03''$ (C)
 L = 132.42' (C)
 R = 200.00' (C)
 CH = 130.01' (C)
 CB = $N86^{\circ}38'31''E$ (C)
 TBB = $S74^{\circ}23'27''E$

R/W TRANSFER AREA = 2.690 AC
 (CENTRAL FLORIDA EXPRESSWAY
 AUTHORITY TO ORANGE COUNTY)



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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

DATE: JUNE 11, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
 CFX PROJECT NO.
 429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

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SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

AC = ACRES
 (C) = CALCULATED
 CB = CHORD BEARING
 CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 CH = CHORD LENGTH
 CM = CONCRETE MONUMENT
 COR = CORNER
 (D) = DEED
 Δ = DELTA
 FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 FND = FOUND
 L = LENGTH
 LA = LIMITED ACCESS

N'LY = NORTHERLY
 NO. = NUMBER
 NT = NON TANGENT
 ORB = OFFICIAL RECORDS BOOK
 PB = PLAT BOOK
 PC = POINT OF CURVATURE
 PG = PAGE
 P.L. = PROPERTY LINE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 PT = POINT OF TANGENCY
 R = RADIUS
 R/W = RIGHT OF WAY
 (RWM) OR (M) = RIGHT OF WAY MAP
 SEC = SECTION
 S'LY = SOUTHERLY
 SF = SQUARE FEET
 SR = STATE ROAD
 TBB = TANGENT BEARING BACK
 W'LY = WESTERLY

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 86°38'31" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

REVISION

BY

DATE

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: JUNE 11, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY
 SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-174 - PORTION (PARTS A & B)

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART A

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE NORTH 86°38'31" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2728.16 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 6 AS SHOWN ON SAID MAP; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°48'40" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 30.08 FEET TO THE INTERSECTION WITH THE EXISTING NORTHERLY RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°48'40" EAST ALONG SAID WEST LINE, A DISTANCE OF 31.14 FEET TO THE INTERSECTION WITH THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP; THENCE DEPARTING SAID WEST LINE, RUN THE FOLLOWING THREE COURSES ALONG SAID PROPOSED NORTHERLY RIGHT OF WAY LINE; RUN NORTH 80°14'05" EAST, A DISTANCE OF 13.15 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1195.91 FEET, A CHORD BEARING OF NORTH 83°26'18" EAST AND A CHORD DISTANCE OF 133.67 FEET; THENCE RUN 133.74 FEET IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°24'26" TO A POINT OF TANGENCY; THENCE NORTH 86°38'31" EAST, A DISTANCE OF 1051.87 FEET; THENCE DEPARTING SAID PROPOSED NORTHERLY RIGHT OF WAY LINE, RUN SOUTH 05°13'58" EAST, A DISTANCE OF 40.02 FEET TO THE INTERSECTION WITH THE AFORESAID EXISTING NORTHERLY RIGHT OF WAY LINE; THENCE SOUTH 86°38'31" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1201.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.092 ACRES, MORE OR LESS.

AND

PART B

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 4"X4" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE NORTH 86°38'31" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 2184.02 FEET TO THE INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437 AS SHOWN ON SAID MAP; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 28°17'59"

SEE SHEETS 3 & 4 FOR SKETCH OF DESCRIPTION
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 5

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-174 - PORTION (PARTS A & B)

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

EAST ALONG SAID SOUTHERLY PROJECTION, A DISTANCE OF 35.24 FEET TO THE INTERSECTION WITH THE EXISTING NORTHERLY RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY PROJECTION, RUN NORTH 28°17'59" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 531.89 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN SOUTH 87°42'04" EAST, A DISTANCE OF 33.38 FEET TO THE INTERSECTION WITH THE PROPOSED EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 437 AS SHOWN ON SAID MAP; THENCE SOUTH 28°17'59" WEST ALONG SAID PROPOSED RIGHT OF WAY LINE, A DISTANCE OF 528.02 FEET TO THE INTERSECTION WITH THE AFORESAID NORTHERLY EXISTING RIGHT OF WAY LINE OF WEST ROAD; THENCE DEPARTING SAID PROPOSED RIGHT OF WAY LINE, RUN SOUTH 86°38'31" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 35.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,900 SQUARE FEET, MORE OR LESS.

SEE SHEETS 3 & 4 FOR SKETCH OF DESCRIPTION
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 5

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



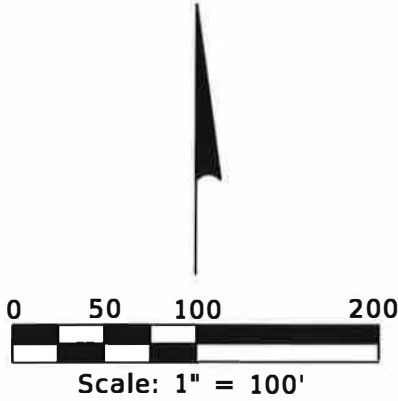
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1349 S INTERNATIONAL PKWY
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LAKE MARY, FLORIDA 32746
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LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-174 - PORTION (PARTS A & B)

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE



OCOEE

P.O.C.
(PART A, PART B)

FND 4"X4" CM
 NW COR OF THE SW 1/4
 SECTION 06-22-28
 (AS SHOWN ON CFX RWM
 FOR WESTERN BELTWAY,
 (SR 429) PROJECT NO.
 75320-6460-602/603)

P.O.B.
(PART B)

S LINE NW 1/4
 SECTION 06-22-28

2184.02'(C)

N86°38'31"E

S'LY PROJECTION
 N28°17'59"E
 35.24'(C)

N28°17'59"E
 S28°17'59"W

62-174
 PART B

COUNTY ROAD 437

EXISTING EASTERLY
 R/W LINE (M)

531.89'(M)(C)

472.15'(M)

472.14'(C)

528.02'(C)

PROPOSED EASTERLY
 R/W LINE (M)

S87°42'04"E
 33.38'(M)(C)

R/W TRANSFER AREA= 15,900 SF
 (CENTRAL FLORIDA EXPRESSWAY
 AUTHORITY TO ORANGE COUNTY)

Δ= 06°24'26" (M)(C)
 L= 133.74' (M)(C)
 R= 1195.91' (M)(C)
 CH= 133.67' (C)
 CB= N83°26'18"E (M)(C)

PROPOSED N'LY R/W LINE
 N80°14'05"E
 13.15'(C)

PART A
 62-174

R/W TRANSFER AREA= 1.092 AC
 (CENTRAL FLORIDA EXPRESSWAY
 AUTHORITY TO ORANGE COUNTY)

N00°48'40"E
 31.14'(C)

P.O.B.
(PART A)

WEST ROAD

2,728.16' (M)(C)

N00°48'40"E
 30.08'(C)

S86°38'31"W
 35.25'(C)

EXISTING N'LY
 R/W LINE (M)

CALCULATED
 NE COR, SW 1/4
 SEC 06-22-28
 (AS SHOWN ON CFX RWM
 FOR WESTERN BELTWAY,
 (SR 429) PROJECT NO.
 75320-6460-602/603)

S86°38'31"W
 1201.96'(C)
 EXISTING N'LY
 R/W LINE (M)

SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST

SEE SHEET 1 & 2 FOR LEGAL DESCRIPTION
 SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 5

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

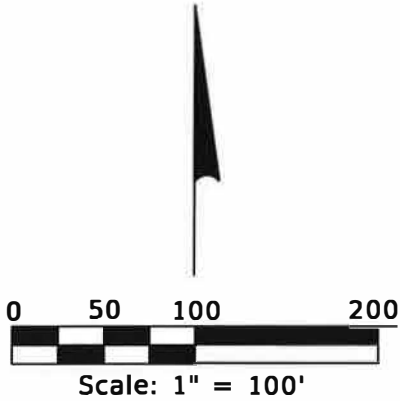
VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

W LINE NE 1/4 SECTION 06-22-28
 SEE SHEET 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-174 - PORTION (PARTS A & B)

PURPOSE: RIGHT OF WAY TRANSFER
 TO ORANGE COUNTY
 ESTATE: FEE SIMPLE



FOUNTAINS WEST
 PB 72, PG 111

SEE SHEET 3

$\Delta = 06^{\circ}24'26''$ (M)(C)
 $L = 133.74'$ (M)(C)
 $R = 1195.91'$ (M)(C)
 $CH = 133.67'$ (C)
 $CB = N83^{\circ}26'18''E$ (M)(C)

PART A



R/W TRANSFER AREA = 1.092 AC
 (CENTRAL FLORIDA EXPRESSWAY
 AUTHORITY TO ORANGE COUNTY)

1051.87'(M)(C)

$S05^{\circ}13'58''E$
 $40.02'$ (M)(C)

PT

$N86^{\circ}38'31''E$

$S86^{\circ}38'31''W$

1201.96'(C)

PROPOSED N'LY
 R/W LINE (M)

EXISTING N'LY
 R/W LINE (M)

SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTION
 SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

SHEET 4 OF 5

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: _____ CHECKED: RJH

SR 429
 CFX PROJECT NO.
 429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
 1349 S INTERNATIONAL PKWY
 SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

AC	= ACRES	N'LY	= NORTHERLY
(C)	= CALCULATED	NO.	= NUMBER
CB	= CHORD BEARING	PB	= PLAT BOOK
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	PC	= POINT OF CURVATURE
CH	= CHORD LENGTH	PG	= PAGE
CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
COR	= CORNER	P.O.B.	= POINT OF BEGINNING
Δ	= DELTA	P.O.C.	= POINT OF COMMENCEMENT
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	PT	= POINT OF TANGENCY
FND	= FOUND	R	= RADIUS
L	= LENGTH	R/W	= RIGHT OF WAY
LA	= LIMITED ACCESS	(RWM) OR (M)	= RIGHT OF WAY MAP
		SEC	= SECTION
		S'LY	= SOUTHERLY
		SF	= SQUARE FEET
		SR	= STATE ROAD

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 86°38'31" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTION
SEE SHEETS 3 & 4 FOR SKETCH OF DESCRIPTION

SHEET 5 OF 5

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

REVISION

BY

DATE

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

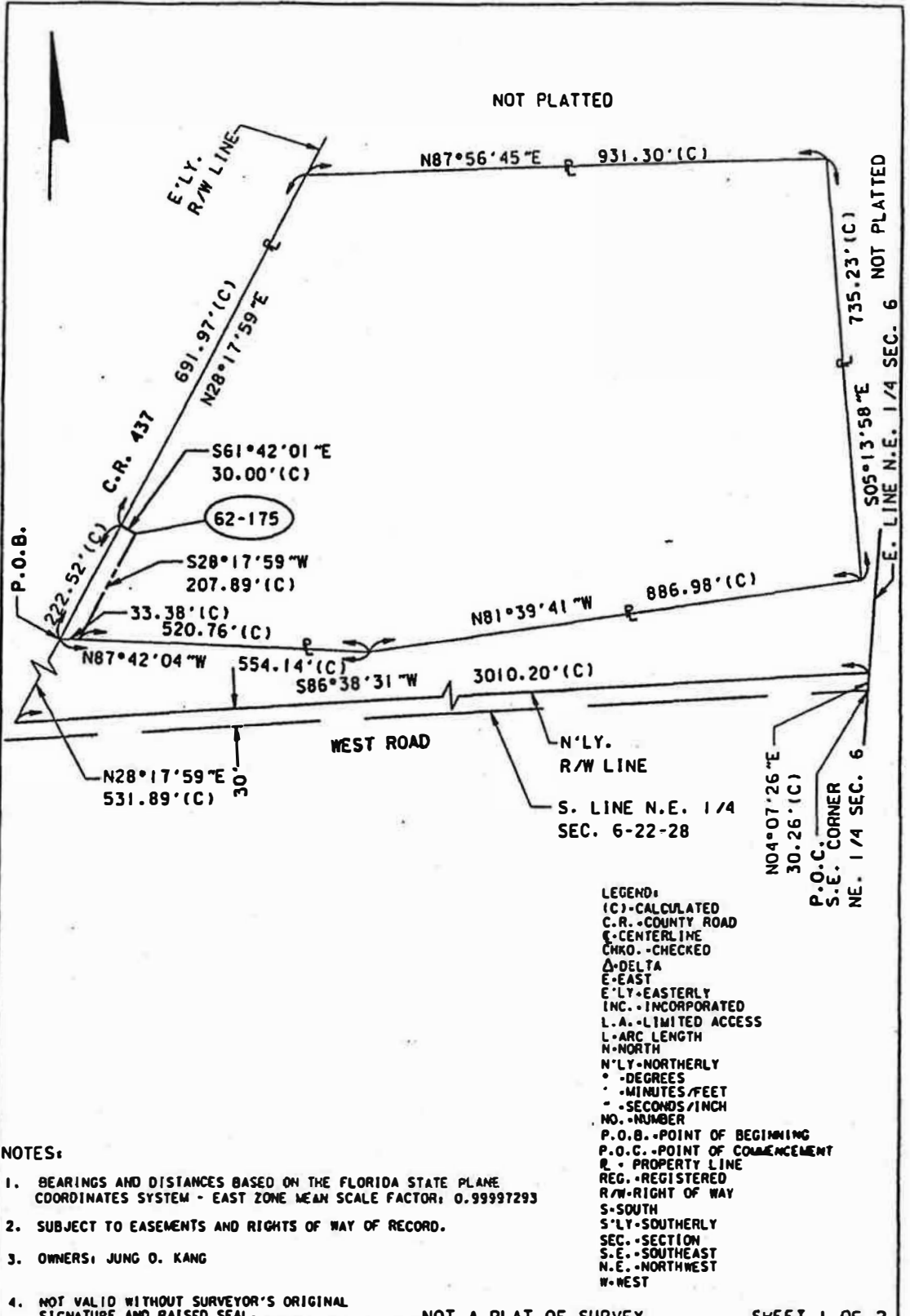
SURVEYING & MAPPING

**1349 S INTERNATIONAL PKWY
SUITE 2401**

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556



NOT A PLAT OF SURVEY		SHEET 1 OF 2	
RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART A ORANGE COUNTY, FLORIDA	PARCEL 62-175	PROJECT NO. R/W MAP SHEET:
DRMP PROJECT NO. 97-0079,000		SHEET 1 OF 2	DATE: 10/23/97
SCALE: 1" = 200'		CHECKED: AAS	
REVISION		BY	DATE
DRAWN: GRR		SKETCH PREPARED BY <small>DRMP, INCORPORATED & REGISTERED, INC. 1700 E. CENTRAL AVENUE ORLANDO, FLORIDA 32803 407/255-8888</small>	

Abby Ann Schaefer
 REGISTERED LAND SURVEYOR NO. 5281

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-602/603**

PARCEL 62-175 RIGHT-OF-WAY

LEGAL DESCRIPTION

A portion of the North 1/2 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows: Commence at the southeast corner of the Northeast 1/4 of said Section 6; thence run North 04°07'26" East along the east line of the Northeast 1/4 of said Section 6 a distance of 30.26 feet to an intersection with the northerly right of way line of West Road (as now established); thence departing said east line of the Northeast 1/4 of Section 6 run South 86°38'31" West along said northerly right of way line of West Road a distance of 3,010.20 feet to an intersection with the easterly right of way line of County Road 437; thence departing said northerly right of way line of West Road run North 28°17'59" East along said easterly right of way line of County Road 437 a distance of 531.89 feet for a POINT OF BEGINNING; thence continue North 28°17'59" East along said easterly right of way line a distance of 222.52 feet; thence departing said easterly right of way line run South 61°42'01" East a distance of 30.00 feet; thence run South 28°17'59" West a distance of 207.89 feet; thence run North 87°42'04" West a distance of 33.38 feet to the POINT OF BEGINNING.

Containing 6,456 square feet, more or less.

October 24, 1997

SHEET 2 OF 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-176 - PORTION (PARTIAL 1)

PURPOSE: RIGHT OF WAY TRANSFER
TO ORANGE COUNTY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTH 1/2 OF NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 86°38'31" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 967.93 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 03°21'29" WEST, A DISTANCE OF 30.00 FEET TO THE INTERSECTION WITH THE EXISTING NORTHERLY RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE SOUTH 86°38'31" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 308.54 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 05°13'58" WEST, A DISTANCE OF 40.02 FEET TO THE INTERSECTION WITH THE PROPOSED NORTHERLY RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP; THENCE THE FOLLOWING TWO COURSES ALONG SAID PROPOSED RIGHT OF WAY LINE; RUN NORTH 86°38'31" EAST, A DISTANCE OF 240.88 FEET; THENCE SOUTH 77°11'15" EAST, A DISTANCE OF 71.81 FEET; THENCE DEPARTING SAID PROPOSED RIGHT OF WAY LINE, RUN SOUTH 03°21'29" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,678 SQUARE FEET, MORE OR LESS.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

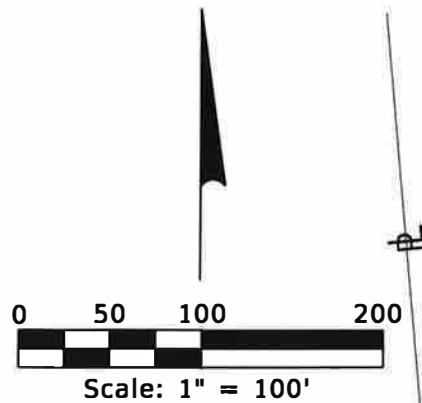
SR 429
CFX PROJECT NO.
429-603



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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-176 - PORTION (PARTIAL 1)

PURPOSE: RIGHT OF WAY TRANSFER
 TO ORANGE COUNTY
 ESTATE: FEE SIMPLE

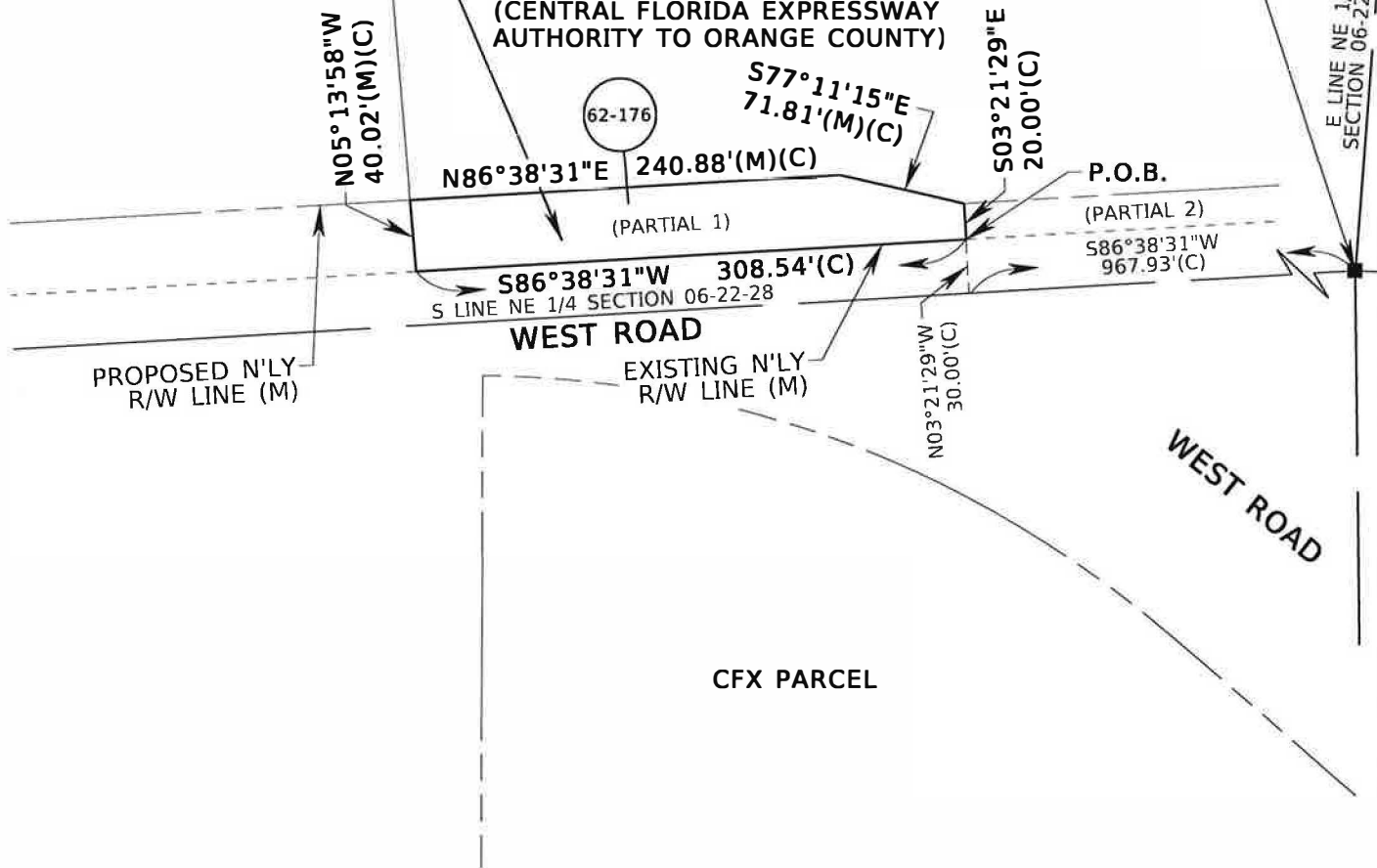


CITY OF OCOEE

TRACT 1
 FOUNTAINS WEST
 PB 72, PG 111

P.O.C.
 FND 6"X6" CM
 SE COR OF THE NE 1/4
 SECTION 06-22-28
 (AS SHOWN ON CFX RWM
 FOR WESTERN BELTWAY,
 (SR 429) PROJECT NO.
 75320-6460-602/603)

R/W TRANSFER AREA= 11,678 SF
 (CENTRAL FLORIDA EXPRESSWAY
 AUTHORITY TO ORANGE COUNTY)



SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST

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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
 1349 S INTERNATIONAL PKWY
 SUITE 2401

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

- | | | | |
|------|--|--------------|-------------------------|
| AC | = ACRES | N'LY | = NORTHERLY |
| (C) | = CALCULATED | NO. | = NUMBER |
| CFX | = CENTRAL FLORIDA EXPRESSWAY AUTHORITY | PB | = PLAT BOOK |
| CM | = CONCRETE MONUMENT | PG | = PAGE |
| COR | = CORNER | PL | = PROPERTY LINE |
| FDOT | = FLORIDA DEPARTMENT OF TRANSPORTATION | P.O.B. | = POINT OF BEGINNING |
| FND | = FOUND | P.O.C. | = POINT OF COMMENCEMENT |
| LA | = LIMITED ACCESS | R/W | = RIGHT OF WAY |
| | | (RWM) OR (M) | = RIGHT OF WAY MAP |
| | | SEC | = SECTION |
| | | S'LY | = SOUTHERLY |
| | | SF | = SQUARE FEET |
| | | SR | = STATE ROAD |

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 86°38'31" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH IS NOT A SURVEY.

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

SHEET 3 OF 3

				I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.
REVISION		BY	DATE	H. Paul deVivero, Professional Land Surveyor No. 4990 _____ DATE _____

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 DATE: MARCH 16, 2020
 PROJECT NO.: D08-01
 DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603


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

EXHIBIT "B"
County Parcel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-100 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER
TO CENTRAL FLORIDA EXPRESSWAY
AUTHORITY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 00°53'06" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 255.21 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF WESTERN BELTWAY (SR 429) AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 73°33'19" EAST ALONG SAID NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 31.14 FEET TO THE INTERSECTION WITH THE EXISTING EAST RIGHT OF WAY LINE OF WEST ROAD AS SHOWN ON SAID MAP; THENCE DEPARTING SAID NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTH 00°53'06" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 705.06 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY PROJECTION OF THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF WESTERN BELTWAY (SR 429) AS SHOWN ON SAID MAP; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN SOUTH 77°03'49" WEST ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 61.35 FEET TO THE INTERSECTION WITH THE EXISTING WEST RIGHT OF WAY LINE OF SAID WEST ROAD; THENCE DEPARTING SAID PROJECTION LINE, RUN NORTH 00°53'06" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 701.16 FEET TO THE INTERSECTION WITH THE AFORESAID NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 73°33'19" EAST ALONG SAID NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 31.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.968 ACRES, MORE OR LESS.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-100 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER
 TO CENTRAL FLORIDA EXPRESSWAY
 AUTHORITY
 ESTATE: FEE SIMPLE

P.O.C.
 FND 6"X6" CM
 NE COR OF THE SE 1/4
 SECTION 06-22-28
 (AS SHOWN ON CFX RWM
 FOR WESTERN BELTWAY,
 (SR 429) PROJECT NO.
 75320-6460-602/603)

WEST ORANGE TRAIL

N'LY LIMITED ACCESS
 R/W LINE (M)

N73°33'19"E
 31.14'(M)(C)

S00°53'06"E
 255.21'(C)

N73°33'19"E
 31.14'(M)(C)

P.O.B.



Scale: 1" = 100'

701.16'(C)

E LINE SE 1/4 SECTION 06-22-28

WEST ROAD

705.06'(C)

EXISTING EAST R/W LINE (M)

WESTERN BELTWAY
 (SR 429)

R/W TRANSFER AREA= 0.968 AC
 (ORANGE COUNTY TO CENTRAL
 FLORIDA EXPRESSWAY AUTHORITY)

WESTERN BELTWAY
 (SR 429)

62-100

EXISTING WEST R/W LINE (M)

N00°53'06"W

S00°53'06"E

SECTION 06, TOWNSHIP 22 SOUTH,
 RANGE 28 EAST

SECTION 05, TOWNSHIP 22 SOUTH,
 RANGE 28 EAST

N'ELY PROJECTION OF
 THE S'LY LIMITED ACCESS
 R/W LINE (M)
 S77°03'49"W
 61.35'(C)

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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
 CFX PROJECT NO.
 429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING
 1349 S INTERNATIONAL PKWY
 SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

AC	= ACRES	N'LY	= NORTHERLY
(C)	= CALCULATED	N'ELY	= NORTHEASTERLY
CB	= CHORD BEARING	NO.	= NUMBER
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	NT	= NON TANGENT
CH	= CHORD LENGTH	PB	= PLAT BOOK
CM	= CONCRETE MONUMENT	PC	= POINT OF CURVATURE
COR	= CORNER	PG	= PAGE
(D)	= DEED	PL	= PROPERTY LINE
Δ	= DELTA	P.O.B.	= POINT OF BEGINNING
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	P.O.C.	= POINT OF COMMENCEMENT
FND	= FOUND	PT	= POINT OF TANGENCY
L	= LENGTH	R	= RADIUS
LA	= LIMITED ACCESS	R/W	= RIGHT OF WAY
ORB	= OFFICIAL RECORDS BOOK	(RWM) OR (M)	= RIGHT OF WAY MAP
		SEC	= SECTION
		S'LY	= SOUTHERLY
		SF	= SQUARE FEET
		SR	= STATE ROAD
		TBB	= TANGENT BEARING BACK

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 06, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 00°53'06" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

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H. Paul deVivero, Professional Land Surveyor No. 4990

DATE

REVISION

BY

DATE

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

EXHIBIT "C"
Existing L/A Lines

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429
PROJECT NO. 429-603
PARCEL 62-161 - PORTION

PURPOSE: RELEASE OF LIMITED ACCESS RIGHTS
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

RELEASE OF ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR WESTERN BELTWAY (SR 429), PROJECT NUMBER 75320-6460-602/603; THENCE SOUTH 00°53'06" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 1185.92 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 83°44'02" EAST, A DISTANCE OF 140.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06°15'58" WEST, A DISTANCE OF 131.33 FEET; THENCE NORTH 19°42'11" WEST, A DISTANCE OF 180.72 FEET; THENCE NORTH 54°40'57" EAST, A DISTANCE OF 56.22 FEET TO THE POINT OF TERMINUS.

RELEASE OF LIMITED ACCESS RIGHTS ALONG LINES WITHOUT AREA.

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

SHEET 1 OF 3

FOR: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

DATE: MARCH 16, 2020

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

SR 429
CFX PROJECT NO.
429-603



GEODATA CONSULTANTS, INC.
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LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 429
 PROJECT NO. 429-603
 PARCEL 62-161 - PORTION

PURPOSE: RELEASE OF LIMITED ACCESS RIGHTS
 ESTATE: FEE SIMPLE

P.O.C.
 FND 6"X6" CM
 NW COR OF THE SW 1/4
 SECTION 05-22-28
 (AS SHOWN ON CFX RWM
 FOR WESTERN BELTWAY,
 (SR 429) PROJECT NO.
 75320-6460-602/603)

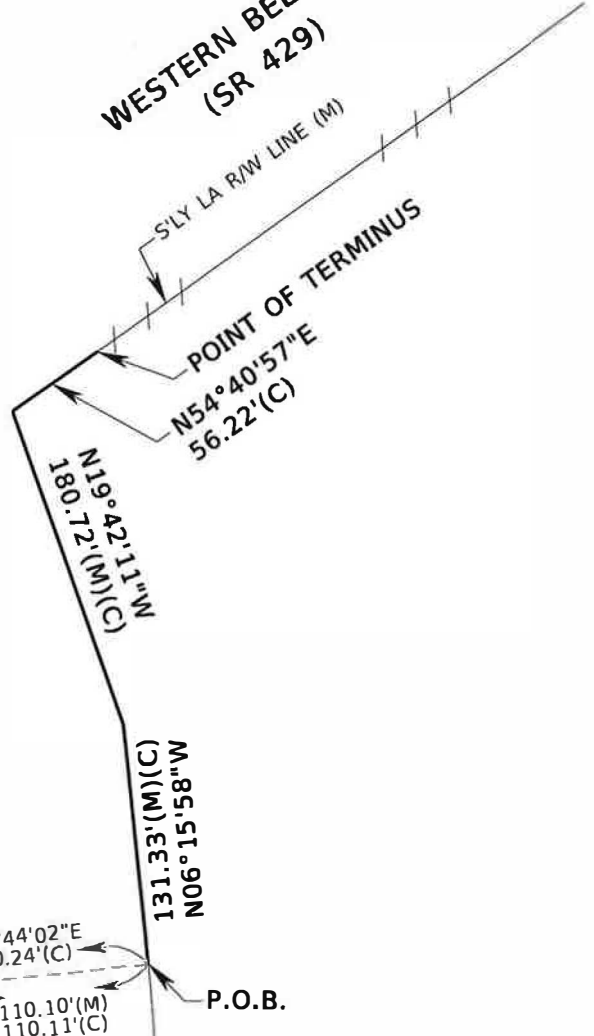
WESTERN BELTWAY
 (SR 429)

WESTERN BELTWAY
 (SR 429)

WEST ROAD

W LINE SW 1/4 SECTION 05-22-28 1185.92'(C)

500°53'06"E



S'LY LA R/W LINE (M)
 POINT OF TERMINUS
 N54°40'57"E
 56.22'(C)

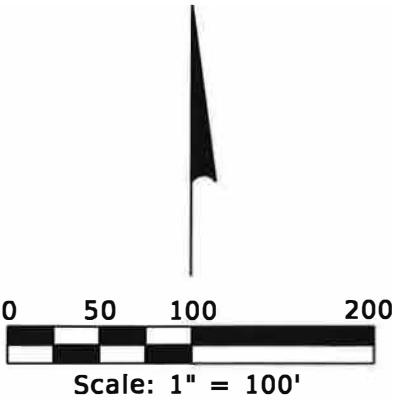
N19°42'11"W
 180.72'(M)(C)

131.33'(M)(C)
 N06°15'58"W

N83°44'02"E
 140.24'(C)
 110.10'(M)
 110.11'(C)

P.O.B.

SECTION 05, TOWNSHIP 22 SOUTH,
 RANGE 28 EAST




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

SHEET 2 OF 3

FOR: CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 DATE: MARCH 16, 2020
 PROJECT NO.: D08-01
 DRAWN: RTS CHECKED: RJH

SR 429
 CFX PROJECT NO.
 429-603

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

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS


AC	= ACRES	N'LY	= NORTHERLY
(C)	= CALCULATED	N'ELY	= NORTHEASTERLY
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		SEC	= SECTION
		S'LY	= SOUTHERLY
		SF	= SQUARE FEET
		SR	= STATE ROAD
		TBB	= TANGENT BEARING BACK

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 05, TOWNSHIP 22 SOUTH, RANGE 28 EAST, HAVING A BEARING OF SOUTH 00°53'06" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
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SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

				I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.	
REVISION		BY	DATE	H. Paul deVivero, Professional Land Surveyor No. 4990	
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SR 429 CFX PROJECT NO. 429-603		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	
DATE: <u>MARCH 16, 2020</u>					
PROJECT NO.: <u>D08-01</u>					
DRAWN: <u>RTS</u> CHECKED: <u>RJH</u>					

**CONSENT AGENDA ITEM
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Laura Newlin Kelly, Associate General Counsel *lnk*

DATE: August 26, 2021

SUBJECT: Amended and Restated Railroad Reimbursement Agreement, Grade Separation, and Right of Way Utilization Agreement Between the Central Florida Expressway Authority, Orlando Utilities Commission, and the City of Orlando
Project No. 417-150

BACKGROUND

On or about December 10, 1991, Central Florida Expressway Authority's predecessor in interest (now "CFX"), the City of Orlando, Florida ("City"), and the Orlando Utilities Commission ("OUC") entered into that certain Orlando/Orange County Expressway Authority Railroad Reimbursement Agreement Grade Separation and Right of Way Utilization Agreement ("Original Agreement") setting forth certain rights and obligations of CFX to construct bridge improvements ("Existing Bridge Improvements") within right-of-way owned by OUC ("OUC ROW"). CFX intends to expand State Road ("S.R.") 417 requiring additional improvements and modifications to the Existing Bridge Improvements. A map depicting the location of the Existing Bridge Improvements is attached hereto as **Attachment "A"** ("Map").

In order to provide for the expansion of the Existing Bridge Improvements, OUC, City and CFX (collectively, the "Parties") desire to amend and restate the Original Agreement in accordance with the terms and conditions of the proposed Amended and Restated Railroad Reimbursement Agreement, Grade Separation, and Right of Way Utilization Agreement. The proposed Amended and Restated Railroad Reimbursement Agreement, Grade Separation, and Right of Way Utilization Agreement is attached hereto as **Attachment "B"** ("Amended Agreement"). Pursuant to the terms of the Amended Agreement, OUC and the City are willing to grant perpetual, non-exclusive easements to CFX over and upon portions of the OUC ROW for air rights, pier foundations, fill slope, and a retaining wall (collectively, the "Easements"). Additionally, OUC and the City are willing to grant to CFX licenses over the OUC ROW for temporary construction activities, temporary construction access, utilities, signage and vegetation, as well as a permanent access license along an existing OUC owned access road (collectively, the "Licenses"). The Easements and Licenses are more specifically identified on the Map. In exchange for the grant of Easements and Licenses, CFX is required to ensure that all activities conducted by CFX, or its contractors, within the OUC ROW shall comply with the terms and conditions of the Amended Agreement, including, without limitation, the safety requirements, emergency notification requirements, railroad flagging requirements, utility coordination and de-energization requirements, and any other requirements set forth in the Amended Agreement. Further, CFX shall



be responsible, at its sole cost and expense, for removing and relocating an existing stabilized pad that was previously constructed on a small portion of CFX owned right-of-way by OUC.

The proposed Amended Agreement was prepared and provided to the City and OUC for review and consideration. OUC and the City have reviewed the Amended Agreement and agrees with its form, subject to confirmation of the exact legal descriptions and the technical portions of the Amended Agreement. The legal descriptions and exhibits will be finalized prior to execution by the Parties.

The Right-of-Way Committee met and reviewed this item on August 25, 2021 and recommended the approval of the Amended Agreement between CFX, OUC and the City in a form substantially similar to the attached Amended Agreement, subject to approval of the legal descriptions by CFX's General Engineering Consultant and any minor or clerical revisions approved by the General Counsel or designee

REQUEST

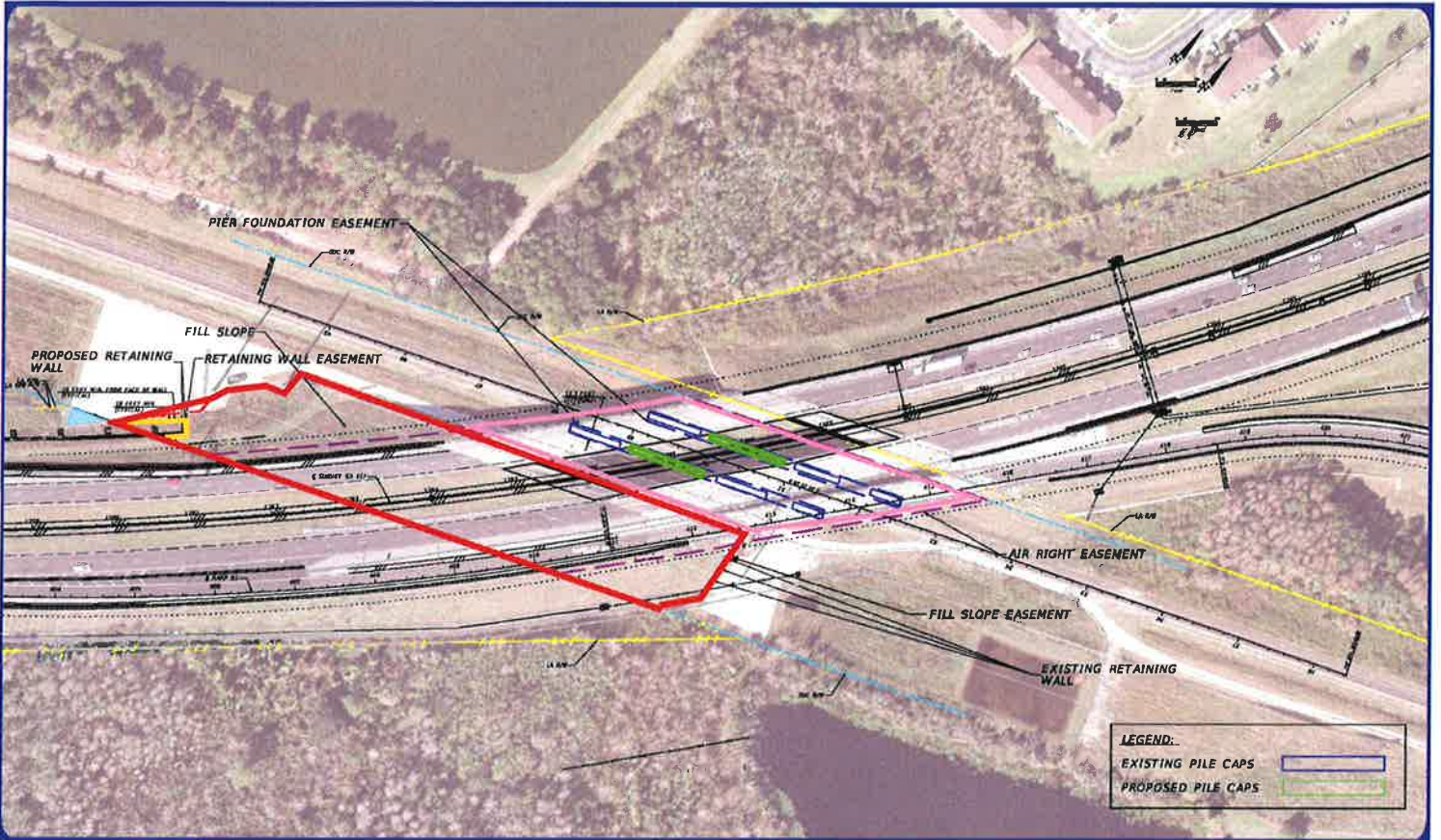
Board's approval of the following is requested:

Amended and Restated Railroad Reimbursement Agreement, Grade Separation, and Right of Way Utilization Agreement between CFX, OUC and the City in a form substantially similar to the attached Amended Agreement, subject to approval of the legal descriptions by CFX's General Engineering Consultant and any minor or clerical revisions approved by the General Counsel or designee.

ATTACHMENTS

- A. Map
- B. Amended and Restated Railroad Reimbursement Agreement, Grade Separation, and Right of Way Utilization Agreement

Reviewed by: Woody Rodriguez



Prepared By:

Laura L. Kelly, Esquire
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Reserved for Recording

Project 417-150

AMENDED AND RESTATED RAILROAD REIMBURSEMENT AGREEMENT, GRADE SEPARATION, AND RIGHT OF WAY UTILIZATION AGREEMENT

THIS AMENDED AND RESTATED RAILROAD REIMBURSEMENT AGREEMENT, GRADE SEPARATION, AND RIGHT OF WAY UTILIZATION AGREEMENT ("Amended Agreement") is made and entered into 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 32801-4414 ("CFX"), ORLANDO UTILITIES COMMISSION, a statutory commission existing under the laws of the State of Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801 ("OUC"), and CITY OF ORLANDO, a municipality of the State of Florida, whose address is 400 S. Orange Avenue, Orlando, Florida 32801 ("City"). CFX, City and OUC are referred to herein sometimes as a "Party" or the "Parties".

RECITALS

WHEREAS, City, OUC and the Orlando/Orange County Expressway Authority ("OOCEA") entered into that certain Orlando/Orange County Expressway Authority Railroad Reimbursement Agreement Grade Separation and Right of Way Utilization Agreement dated December 10, 1991, setting for certain rights and obligations of OOCEA to construct improvements within right-of-way owned by OUC ("Original Agreement"); and

WHEREAS, CFX, the successor in interest to OOCEA, 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, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

WHEREAS, pursuant to the terms of the Original Agreement, OOCEA constructed a bridge to carry a public highway previously designed by OOCEA and identified as Job No. 75301-6445-457 on State Road ("SR") 417, OOCEA Eastern Beltway Expressway between SR 527 and SR 528, in east Orange

County, Florida, across that certain OUC and City property and over the tracks of OUC (“OUC ROW”) as shown on the map attached hereto as **Exhibit “A”** and incorporated herein by reference (“Existing Improvements”); and

WHEREAS, CFX desires to expand the bridge for SR 417 over the OUC ROW in accordance with the plans attached hereto as **Exhibit “B”** and incorporated herein by reference (“Plans for the Bridge Expansion Improvements”); and

WHEREAS, CFX’s expansion of the bridge for SR 417 will require additional improvements and/or modifications to the Existing Improvements consistent with the Plans for the Bridge Expansion Improvements (“Bridge Expansion Improvements”); and

WHEREAS, the Parties are desirous of amending and restating the Original Agreement to clarify the rights and responsibilities set forth therein in accordance with the terms and conditions more specifically provided herein; and

WHEREAS, the Parties are amending and restating the Original Agreement to more specifically memorialize and describe the location, type, and dimension of the improvements located and to be located at the OUC ROW, as provided herein; and

WHEREAS, the Parties desire to place this Amended Agreement of record for the purpose of amending, restating, and replacing the Original Agreement.

NOW THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, the mutual covenants herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals/Effect of Amended Agreement**. The foregoing recitals are true and correct and are incorporated herein by this reference. This Amended Agreement shall amend, restate, and replace the Original Agreement.

2. **CFX as Successor In Interest**. Any and all references to OOCEA in the Original Agreement shall be amended to refer to CFX and any and all references to the Orlando-Orange County Expressway System in the Original Agreement shall be amended to refer to the Central Florida Expressway System.

3. **Grant of Air Rights Easement**. OUC and City hereby grant unto CFX a perpetual non-exclusive air-rights easement (“Air Rights Easement”) over the real property more particularly described in **Exhibit “C-1”** attached hereto and incorporated herein by reference (“Air Rights Easement Area”), for the purpose of constructing, repairing, replacing, operating and maintaining from time to time the Central Florida Expressway System bridge, and interchange ramps, including, without limitation, the Existing Improvements and Bridge Expansion Improvements, but specifically excluding over-head signs, utilities, and vegetation, all in accordance with and as shown on the Plans for the Bridge Expansion Improvements. The use of the Air Rights Easement shall be subject to the Safety Requirements (hereinafter defined), and all work, including but not limited to future work performed or to be performed at CFX’s direction, shall be performed in a manner that the then existing electrical, railroad, telecommunication and other utility improvements shall not be damaged and be able to co-exist with the remaining Existing Improvements and the Bridge Expansion Improvements. The Parties agree that if OUC and the City grant any air right easement(s) to third parties, said parties’ use of the Air Rights Easement Area shall be consistent with CFX’s rights under this Amended Agreement. Notwithstanding anything herein to the contrary, CFX acknowledges that OUC has existing overhead utilities in the Air Rights Easement Area and specifically

reserves the right to expand the number and types of facilities traversing the Air Rights Easement Area. The installation and placement of any types of vertical facilities or improvements (including but not limited to traffic signage, utilities, and vegetation) on or upon the improvements lying within the Air Rights Easement Area shall be coordinated with OUC and approved by OUC, in its reasonable sole judgement, in order to avoid any conflicts between OUC's overhead existing and future facilities traversing, now or in the future, the Air Rights Easement Area. The footprint and types of Existing Improvements and Bridge Expansion Improvements shall not be changed or expanded beyond the expansion contemplated in the Bridge Improvement Plans as to place additional burdens on the OUC ROW, unless otherwise mutually agreed upon between the Parties in writing.

4. **Grant of Pier Foundation Easement.** OUC and City hereby grant unto CFX a perpetual non-exclusive pier foundation easement ("Pier Foundation Easement") under, on, through and over the real property more particularly described in **Exhibit "C-2"** attached hereto and incorporated herein by reference ("Pier Foundation Easement Area"), for the purpose of constructing, repairing, replacing, operating and maintaining from time to time the pier foundations for the Central Florida Expressway System bridge, interchange ramps, and other appurtenant improvements, including, without limitation, the Existing Improvements and Bridge Expansion Improvements, all in accordance with and as shown on the Plans for the Bridge Expansion Improvements. The use of the Pier Foundation Easement shall be subject to the Safety Requirements, and all work, including but not limited to future work performed or to be performed at CFX's direction, shall be performed in a manner that the then existing electrical, railroad, telecommunication and other utility improvements shall not be damaged and be able to co-exist with the remaining Existing Improvements and the Bridge Expansion Improvements. The Parties agree that if OUC and the City grant any easement rights to third parties, said parties' use of the Pier Foundation Easement Area shall be consistent with CFX's rights under this Amended Agreement. The pier foundations allowed under this Agreement shall be limited to those pier foundations shown and described on Exhibit "C-2" hereof.

5. **Grant of Fill Slope Easement and Wall Easement.** OUC and City hereby grant unto CFX a perpetual non-exclusive: (i) fill slope easement ("Fill Slope Easement") over the real property more particularly described in **Exhibit "C-3"** attached hereto and incorporated herein by reference ("Fill Slope Easement Area"), and (ii) a wall easement ("Wall Easement") over the real property within a portion of the Fill Slope Easement Area, all as more particularly described in **Exhibit "C-4"** attached hereto and incorporated herein by reference ("Wall Easement Area"). The Fill Slope Easement and Wall Easement shall each be used for the purpose of constructing, repairing, replacing, operating and maintaining from time to time the Central Florida Expressway System bridge, interchange ramps, and other appurtenant improvements, including, without limitation, the Existing Improvements and Bridge Expansion Improvements, all in accordance with and as shown on the Plans for the Bridge Expansion Improvements, provided the facilities within the Fill Slope Easement Area and Wall Easement Area can coexist with OUC's reasonable use and enjoyment of the existing OUC facilities, including but not limited to the rail road line, rail road improvements, and utilities. The slope(s) and wall(s) within the respective Fill Slope Easement and the Wall Easement shall be located and as otherwise be as shown and described in the corresponding Exhibit "C-3" and Exhibit "C-4" hereof (including but not limited to dimensions, incline, type of facility/structure, and overall footprint of said slope and wall). The Parties recognize that the footprint of the existing south wall of Exhibit "C-4" is at the edge of the herein granted easement area for said wall. In the event CFX needs to perform minor maintenance on said wall, CFX shall contact OUC to coordinate a right of access to address such wall maintenance, but only to the extent it cannot be performed within the Wall Easement Area or the Slope Easement Area. Should said need for maintenance be of a nature that requires more than basic, foot traffic or light work (such as replacement or construction work), then CFX may request and OUC may, at its sole discretion, grant the request and appropriate license for said work, as appropriate. The use of the Fill Slope Easement and Wall Easement shall be subject to the Safety Requirements, and all work, including but not limited to future work performed or to be performed at CFX's

direction, shall be performed in a manner that the then existing electrical, railroad, telecommunication and other utility improvements shall not be damaged and (consistent with the provisions of this Section for future additional cost(s) and expense(s) associated with future OUC improvements) shall be able to co-exist with the Existing Improvements and the Bridge Expansion Improvements. Notwithstanding anything herein to the contrary, as a part of the specific consideration bargained and exchanged for the grant of this Fill Slope Easement and Wall Easement, the Parties agree that CFX shall be liable to OUC for any additional cost(s) and expense(s) that OUC may incur for existing or future improvements due to the existence of the Fill Slope Easements and/or Wall Easement. Should OUC incur or reasonably believe it will incur said additional cost(s) and expense(s) associated with OUC's activities or plan for activities related to but not limited to inspecting, accessing, constructing, operating, repairing, replacing, expanding, augmenting, using, and/or maintaining current and future above-ground, grade-level and/or underground: (i) current and future rail road improvements, including but not limited to, rail bed, rail lines, crossing facilities or equipment, (ii) current and future utility improvements, including but not limited to, electrical transmission improvements, electrical distribution improvements, potable water or waste water distribution and/or transmission improvements, and any other type of utility improvements and related facilities or equipment, and (iii) current and future access service road(s) along the OUC rails (collectively, the "Future OUC Improvements"), then OUC, in good faith, shall provide written notice to CFX of said additional cost(s) and expense(s). Said additional cost(s) and expense(s) shall consist of those costs and expenses above and beyond the costs and expenses of the activities to be performed by OUC and attributable to the existence of CFX's facilities within the CFX Wall Easement Area and CFX Fill Slope Easement Area ("Proposed Expenses"). Notwithstanding any 'notice' provision in this Amended Agreement to the contrary, upon thirty (30) calendar days of CFX receiving said notice for additional Proposed Expenses ("Election Period"), CFX shall, in good faith, (x) ask for clarification; (y) agree to pay OUC said amounts of the Proposed Expenses requested in the OUC notice; or (z) elect to relocate the CFX's facilities within the CFX Wall Easement Area and CFX Fill Slope Easement Area to a mutually agreeable location to mitigate, avoid or minimize any impact on the Future OUC Improvements. In the event CFX elects option (z) option, CFX shall work in good faith with OUC to identify a mutually agreeable location within thirty (30) days from the date CFX provides OUC notice of CFX's election. In the event the parties do not reach agreement within the Election Period as to the amounts requested by OUC or a mutually agreed location to relocate CFX's improvements within the CFX Wall Easement Area and CFX Fill Slope, then CFX and OUC shall each, respectively, designate a senior management level representative to meet and resolve the conflict within sixty (60) calendar days from the expiration of the Election Period. If there is resolution of the amounts due within said sixty (60) day period, OUC shall issue an invoice to CFX for the agreed upon estimated Proposed Expenses, and CFX shall deposit in escrow the amount of the estimated Proposed Expenses ("Advance Payment") with OUC per the terms of the invoice within thirty (30) days of receipt of the invoice. OUC may then draw from the Advance Payment to pay for invoices directly related to the Future OUC Improvements and for which the Advance Payment may be used, consistent with this Amended Agreement. Within ninety (90) days from the receipt of the Advance Payment, and every ninety (90) days thereafter, OUC will provide a written accounting outlining any and all costs and expenses incurred by OUC against the Advance Payment, which accounting shall include copies of any and all invoices received by OUC, whether such invoices are paid or outstanding, and documentation of the internal costs incurred by OUC. Within sixty (60) business days of completing the Future OUC Improvement and OUC's acceptance of same, OUC will provide a final accounting of the costs and expenses incurred by OUC for the Future OUC Improvements with sufficient detail for CFX to determine that the costs are directly related to the Future OUC Improvements, including, without limitation, copies of any and all invoices not previously provided to CFX (collectively, the "Final Accounting"). OUC and CFX shall coordinate, in good faith, any needed adjustments to the estimated Advanced Payment held in escrow. Should OUC's costs for the Future OUC Improvements be less than the estimated Advance Payment, OUC will return the remaining balance of the Advance Payment to CFX within sixty (60) business days of providing the Final Accounting to CFX. Should OUC's costs for the Future OUC Improvements be more than the estimated Advance Payment, CFX shall pay OUC the remaining unpaid balance for work directly related to the Future OUC

Improvements within sixty (60) business days of OUC providing the Final Accounting to CFX. In the event CFX elects to relocate the CFX's improvements within the CFX Wall Easement Area and CFX Fill Slope, but CFX and OUC fail to agree upon a mutually agreeable location, CFX shall remove the CFX's improvements within the CFX Wall Easement Area and CFX Fill Slope within a reasonable amount of time, consistent with OUC's needs for its construction. If there is no resolution within said sixty (60) days or such issued OUC invoice is not paid by CFX in accordance with the terms of the invoice for payment, then OUC may exercise any all rights and remedies available to OUC, including but not limited to declaring a CFX default of the Amended Agreement and seeking specific performance relief.

6. **INTENTIONALLY LEFT BLANK**

7. **Grant of Signage, Utility, and Vegetation License.** OUC and City hereby agree to grant unto CFX a non-exclusive terminable license or licenses for those OUC approved locations and types of traffic signage, over-head utilities, and vegetation through and on the Central Florida Expressway System bridge and interchange ramps lying within the Air Rights Easement Area ("Signage, Utility, and Vegetation License"), for the purpose of constructing, repairing, replacing, operating and maintaining from time to time said facilities. Notwithstanding anything herein to the contrary, CFX acknowledges that OUC has existing overhead utilities in the Air Rights Easement Area and specifically reserves the right to expand the number and types of facilities traversing the Air Rights Easement Area. The installation and placement of any types of vertical facilities or improvements (including but not limited to traffic signage, utilities, and vegetation) on or upon the improvements lying within the Air Rights Easement Area shall be coordinated with OUC and approved by OUC, in its reasonable sole judgement, in order to avoid any conflicts between OUC's overhead existing and future facilities traversing, now or in the future, the Air Rights Easement Area. The process for granting a Signage, Utility, and Vegetation License shall commence upon CFX providing OUC a written request letter associated with a desired traffic signage, over-head utilities, and/or vegetation improvement to be placed within the Air Rights Easement Area, including the location and specifications (type, height and width) of said improvement. Upon receipt by OUC of said request, OUC shall review the request and issue a letter granting the request for approval of said improvements, granting but limiting the approved improvements' specification and/or location, or otherwise denying the request. In the event OUC denies the request, OUC shall provide a written notice to CFX outlining with specificity the reasons for the denial to enable CFX to cure any objections or defects outlined in the notice, if possible, to the reasonable satisfaction of OUC. In the event in the future there is a conflict between signage, utility, and/or vegetation previously permitted hereunder but conflicting with newly proposed OUC overhead facilities, OUC shall notify CFX and CFX shall, at its expense, relocate the facilities or modify the conflicting facilities with non-conflicting facilities and OUC shall then, as may have been approved, re-issue a replacement license for the modified or relocated facilities. OUC may terminate any Signage, Utility, and Vegetation License, in its reasonable discretion, upon ninety (90) calendar days written notice should OUC plan to install overhead facilities that conflict with CFX's licensed facilities hereunder.

8. **Grant of Temporary Construction Access License.** OUC and City hereby grant unto CFX a non-exclusive temporary construction access license ("Temporary Access License") over the herein designated southern portion of the OUC rail outside the southern boundary of the existing rail road track and rail road bed and within the portions of the real property currently accessed from Moss Park Road and used by OUC as its access road, as more particularly shown on and described in **Exhibit "D"** attached hereto and incorporated herein by reference ("South of RR Track Temporary Construction Access Area"), for the purpose of accessing CFX's construction site area associated with the construction shown on the Plans for the Bridge Expansion improvements. Except as specifically permitted in this Amended Agreement, no other access across or other disturbance of the OUC rail road track and rail road bed is permitted. The entrance and exit access points and route for the South of RR Track Temporary Construction Access Area shall be as designated on **Exhibit "D"** and CFX shall be responsible for securing (closing gates) those access points during the CFX construction activities. Heavy construction equipment,

construction vehicles, smaller vehicles and pedestrian traffic shall access through the South of RR Track Temporary Construction Access Area only. CFX accepts the conditions of the areas for the Temporary Access License in "as-is" conditions, and OUC and City do not warranty that said area is fit for the intended purpose(s), as said areas are narrow and encumbered by OUC facilities. CFX shall inspect and take appropriate precautions when accessing via the South of RR Track Temporary Construction Access Area. CFX, or its contractors, shall have the right to construct and install improvements on, or otherwise conduct any required maintenance to the improvements in the South of RR Track Temporary Construction Area, provided; however, any improvements, stabilization, and/or maintenance to said areas shall be coordinated with OUC prior to performing said work and performed at no cost to OUC. During the use of said access area, CFX shall be responsible for maintaining the areas for the Temporary Access License in the condition said access route was prior to CFX using said route or in better conditions, at CFX's sole cost and expense and in a matter consistent with OUC's use of the areas. The use of the Temporary Construction Easement shall be subject to the Safety Requirements, and all access and work related with the Temporary Construction License shall be coordinated with OUC and performed in a manner that the then existing and future electrical, railroad, telecommunication and utility improvements shall not be damaged. Notwithstanding anything contained herein, all rights not granted to Grantee are hereby expressly reserved to OUC and the City. CFX acknowledges and agrees that OUC has existing improvements in the areas for the Temporary Access License and OUC shall not be required to relocate any of its improvements. For the sake of clarity, OUC and City shall have continuous access to, and the uninterrupted use of, the rail lines, service road, utility lines and other improvements within and in the vicinity of the areas described in Exhibit "D", unless specific interruptions or outages are scheduled and approved by OUC. This Temporary Construction License shall automatically expire upon the earlier of: (i) four (4) years from the Effective Date hereof (herein after defined) or (ii) upon completion of the Bridge Expansion Improvements.

9. **Grant of Temporary Construction License and Temporary Rail Road Crossing License.** OUC and City hereby grant unto CFX a non-exclusive temporary construction license ("Temporary Construction License") over the real property more particularly described in **Exhibit "E"** attached hereto and incorporated herein by reference ("Temporary Construction License Area"), for the construction of the Bridge Expansion Improvements and those certain improvements, including, but not limited to, the bridge foundation and piers, crash walls for existing and proposed piers, beam placement for the bridge, retaining walls, slope and grading all in accordance with the Plans for the Bridge Expansion Improvements and in accordance with applicable facilities or structures as specifically detailed in the corresponding exhibit of this Amended Agreement. Further, the lands adjacent to the Temporary Construction License Area (excluding the areas for the rail road track and rail road bed) may be used for a construction lay-down area, as coordinated with OUC and approved by OUC from time to time during the construction activities herein anticipated. In addition and in order to facilitate access to the Temporary Construction License Area and the herein activities related to the construction of the appropriate facilities (such as the walls, slopes, piers/foundation for piers, and bridge) contemplated in this Amended Agreement, OUC and City hereby grant unto CFX a non-exclusive temporary rail road crossing license ("Temporary RR Crossing License") over the real property more particularly described in **Exhibit "F"** attached hereto and incorporated herein by reference ("Temporary RR Crossing License Area"). The use of the Temporary Construction License and the Temporary RR Crossing License shall be subject to the Safety Requirements, and all work shall be coordinated with OUC and performed in a manner that the then existing and future electrical, railroad, telecommunication and utility improvements shall not be damaged. CFX shall coordinate with OUC and its designated rail road contractor the construction of the improvements necessary to facilitate construction traffic over the portion of the OUC ROW containing certain OUC rail road lines and other related improvements at the Temporary RR Crossing License Area. Said construction needed for the Temporary RR Crossing License, shall be performed in accordance with plans to be designed or caused to be designed by CFX, or CFX's contractor, and submitted by CFX, or CFX's contractor, to OUC, using OUC's approved rail road contractor, and approved by OUC and its rail road contractor, all at CFX's sole expense. CFX shall contract directly with the OUC contractor for the design and work to be performed

under the Temporary RR Crossing License. Notwithstanding anything contained herein to the contrary, all rights not granted to CFX are hereby expressly reserved to OUC and City. CFX acknowledges and agrees that OUC has existing improvements in the areas for the Temporary Construction License and the Temporary RR Crossing License and OUC shall not be required to relocate any of its improvements. For the sake of clarity, OUC and City shall have continuous access to, and the uninterrupted use of, the rail lines, service road, utility lines and other improvements within and in the vicinity of the areas described in Exhibits "E" and "F", unless specific interruptions or outages are scheduled and approved by OUC. The Temporary Construction License and the Temporary RR Crossing License shall each, as appropriate, automatically expire upon the earlier of: (i) four (4) years from the Effective Date hereof (herein after defined) or (ii) upon completion of the Bridge Expansion Improvements.

10. **Grant of Permanent Access License.** OUC and City hereby grant unto CFX a perpetual, limited, and non-exclusive access license ("Access License") over the real property more particularly described in **Exhibit "G"** attached hereto and incorporated herein by reference ("Access License Area"), for the purpose of providing ingress and egress for visual inspection and routine maintenance, from the south side of the existing OUC rail road line, for those facilities as may be reasonably maintained or visually inspected by accessing through the Access License Area from time to time. OUC reserves the right, from time to time, to reasonably re-route the area for the Access License Area so as to allow OUC's use of its property. The Parties agree that should CFX's improvements located on the OUC ROW need construction related repairs or other work requiring access to perform work outside visual inspection or routine maintenance, CFX shall coordinate with OUC to gain temporary access for said work. To the extent feasible, CFX's access to the CFX improvements from the north side of the OUC ROW shall be gained by utilizing CFX's adjacent property to the OUC ROW and by using the CFX improvements existing in the Air Rights Easement Area. The use of the Access License shall be subject to that certain access that is possible given the improvements existing in the OUC ROW at the time of CFX's desired access. CFX acknowledges and agrees that OUC has existing improvements in the areas and near the areas for the Access License and OUC shall not be required to relocate any of its existing improvements or future improvements. For the sake of clarity, OUC and City shall have continuous access to, and the uninterrupted use of, the rail lines, service road, utility lines and other improvements within and in the vicinity of the areas described in **Exhibit "G"**, unless specific and temporary interruptions or outages are scheduled and approved by OUC. The use of the Access License shall be subject to the Safety Requirements, and all work shall be performed in a manner that the then existing electrical, railroad, telecommunication and utility improvements shall not be damaged. Notwithstanding anything contained herein, all rights not granted to CFX are hereby expressly reserved to OUC and City. All access into the OUC ROW and through the Access License Area (south of the track) shall be coordinated with OUC prior to entering upon said area by CFX providing OUC, at least, forty-eight (48) hours prior written notice, except in the event of an emergency (where CFX shall follow the Emergency Notification Procedure section as detailed in **Exhibit "I"** hereof). CFX shall reimburse OUC on a work order basis for any and all expenses incurred by OUC for the coordination for the use by CFX of the Access License Area, including, but not limited to, costs associated with the time to receive and review coordination emails and telephone calls, travel time to and from the Access License Area for post-use inspections, time to quantify and fix any damage to the Access License Area and advise CFX of the amount of the damages, if any, and the time to create and send invoices, as necessary (collectively, "Coordination Expenses"). All Coordination Expenses shall be set at the existing "loaded rate" for each employee providing coordination services to CFX. CFX shall reimburse OUC for the Coordination Expenses within forty-five (45) days of receipt of an invoice from OUC detailing the Coordination Expenses. Notwithstanding the foregoing, in no event shall CFX access the Access License Area more than four (4) times per year.

11. **Requirements for Work in OUC ROW.** CFX, or its contractor, agent or employee, shall take any and all actions reasonably necessary to comply with the requirements more particularly set forth in the section for Safety Requirements set forth in **Exhibit "H"** attached hereto and incorporated herein by

reference (“Safety Requirements”) for any and all construction, operation, maintenance or repair activities occurring within the OUC ROW or the use by CFX of those certain areas within the OUC ROW where OUC and City have granted rights and privileges pursuant to this Amended Agreement (collectively, the “Rights of Use Areas”) for the purposes and in the manners set forth herein. All access, work, and activities conducted in the OUC ROW by CFX, its employees, contractors, subcontractors, or agents shall be performed in such a manner that the then existing electrical, railroad, telecommunication, utility improvements, and other improvements shall not be damaged or the use thereof shall not be limited, unless otherwise specifically agreed to by OUC in writing. In addition, CFX, its employees, contractors, subcontractors, or agents shall access, construct, work and otherwise utilize the Rights of Use Areas and perform all work related thereto in compliance with all applicable Laws (hereinafter defined), all applicable permits, standards, and specifications (including but not limited to, any applicable CSX (hereinafter defined) standards and specifications for working and traversing the OUC rail road line), and in accordance with the Plans for the Bridge Expansion Improvements. To the extent CFX will be required to de-energize and restore electrical transmission lines or systems in order to access, operate and construct the Bridge Expansion Improvements in the OUC ROW, CFX shall comply with the Safety Requirements, applicable OUC requirements as adopted by OUC from time to time, the National Electric Safety Code, and applicable OSHA regulations. CFX, its employees, contractors, subcontractors, or agents agree to conduct all activities within the OUC ROW and work performed within the Rights of Use Areas in compliance with all of the applicable present and future local, municipal, county, state federal (including but not limited to those rules and regulations of the Federal Railroad Administration), environmental, and other applicable laws, statutes, governmental constitution, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications and directives, as well as all applicable decision judgments, writs, injunctions, orders, decrees or demands of court or administrative bodies and other authorities constituting any of the foregoing (collectively, “Laws”). CFX shall also obtain, maintain and comply with all applicable permits in connection with its activities on the OUC ROW. CFX shall not, by any act or omission, render OUC or the City liable for any violation thereof. CFX shall coordinate, for itself, its employees, contractors, subcontractors, or agents, with OUC in advance of any access or work pursuant to this Amended Agreement in order to avoid or minimize any potential service disruptions and OUC and CFX shall each provide the other Party in writing the name of a designated person as the respective agency’s representative responsible for the coordination of any and all such work in the OUC ROW.

12. **Safety 25 Foot Requirement and Utility Coordination Requirement.** CFX hereby acknowledges and agrees that all work under this Amended Agreement shall be coordinated with OUC, as the work is being performed in and around an operating railroad track and in close proximity and around energized electrical facilities. In accordance with prudent procedures and applicable Laws, certain requirements apply to work being performed at or near said rail road and electrical facilities. CFX is notified that pursuant to the CSX Transportation Safety Requirements, the minimum safe distance for certain contractors conducting work in and around live operating railroad track is twenty-five feet of each side of the rail road lines’ centerline (“25 Foot Requirement”). Under no circumstance (other than in conformance of the requirements of appropriate flagging and safety measures), shall CFX or its employees, contractors, subcontractors, or agents cause or allow any person or equipment to come within 25 feet of each side of the centerline of the rail road lines. In the event it is necessary for CFX to cause any work requiring persons or equipment within twenty-five feet of the center line of the rail road lines, CFX shall first seek the written approval of OUC (which written approval shall include a specific authorization number obtained from the OUC employee giving the authorization). CFX acknowledges that the written authorization requested hereunder must first be obtained by OUC from CSX Rail Road (“CSX”) and that requests for the authorization required hereunder from OUC shall allow OUC a reasonable time within which to obtain authorization. CFX shall also coordinate with OUC all work to determine if there is any need for stand-by personnel or for de-energizing of OUC electrical lines when working near transmission electrical lines. CFX acknowledges and agrees that OUC may not be able to maintain a scheduled outage for an electrical transmission line facility, and the work needing said outage may need to be re-scheduled

until such time as OUC is able to schedule an outage for CFX's work. OUC shall not be held liable for any damages, including delay damages, related to a change in scheduled for a CFX coordinated outage. The current OUC representative, as of the Effective Date (hereinafter defined), whom CFX shall obtain the written approval required herein for rail road coordination is: Robert Pollack, at (407) 434-4312 (work) or (407) 274-2340 (mobile). The current OUC representative, as of the Effective Date, whom CFX shall coordinate the work near transmission power lines is: Xama Joshi, at (407) 434-4128 (work) or (407) 427-6349 (mobile).

13. **Rail Road Flagging and Utility Stand-by/De-energizing.** CFX acknowledges and agrees that, in particular such work that will require the services of a flagman for the rail road and/or the services of utility stand-by personnel/de-energizing of electrical lines, as appropriate, includes but may not be limited to any and all work that will: (A) require CFX, its employees, contractors subcontractors, or agents to come within 25 feet of each side of the centerline of the rail road lines; (B) require CFX employees, contractors subcontractors, or agents to use equipment that may potentially reach within said twenty-five foot area; or (C) require CFX its employees, contractors subcontractors, or agents to come near OUC's power lines and structures. In such event or at any other time as required by OUC, CFX shall reimburse OUC for the services of a flagman or stand-by personnel required pursuant to the work being performed under this Amended Agreement. CFX shall pay OUC for said services within forty-five (45) calendar days after receipt of an itemized invoice from OUC, to reimburse OUC for the cost of any such services. Any such stand-by personnel that may be required hereunder may be a contractor of OUC or an employee of OUC, at OUC's sole discretion; and any such flagman may be a contractor of OUC or an employee of OUC, at OUC's sole discretion and in accordance with applicable rules and regulations, including but not limited to those of CSX or Florida Department of Transportation. In the event of any emergency where the 25 Foot Requirement is accidentally violated, CFX shall follow the Emergency Notification Procedure section as detailed in **Exhibit "I"** hereof.

14. **Removal and Replacement of OUC Improvements.** CFX agrees, at its own cost and expense, to remove and relocate, if necessary, the existing stabilized pad and fence constructed by OUC on real property owned by CFX as more particularly depicted in **Exhibit "J"** attached hereto and incorporated herein by reference ("OUC Improvements"). CFX shall relocate the OUC Improvements to the location identified on **Exhibit "J"** attached hereto and shall regrade any remaining dirt to the grade reasonably required by CFX for the Bridge Expansion Improvements and as approved in the Plans for the Bridge Expansion Improvements.

15. **Reserved Rights of OUC and City.** Notwithstanding anything contained herein, all rights not granted to CFX herein are reserved to OUC and City; provided, such exercise of any rights granted herein by OUC and City are subject to this Amended Agreement for the applicable granted easement, license, or right therein granted to CFX. Notwithstanding anything herein to the contrary, OUC and City hereby expressly reserve the right to construct, install, maintain, repair, replace, add to, expand and modify railroad tracks, electric transmission and distribution lines, telecommunications and fiber lines, water and sewer lines and any other improvements and appurtenant improvements thereto or in addition thereof that OUC and the City deem appropriate, at its reasonable discretion, all consistent with this Amended Agreement. Notwithstanding the foregoing, OUC and City understand and acknowledge that any such improvements installed under the Central Florida Expressway System are subject to the applicable Laws governing the design, installation, and construction of improvements within, under, and over the Central Florida Expressway System, and any such improvements cannot impede or impair the safe operation and maintenance of the Central Florida Expressway System. Should such applicable Laws prohibit OUC from utilizing its property as intended by OUC, CFX shall work in good faith with OUC to modify CFX's conflicting facilities, at CFX's costs, in order to allow OUC the right to use its property consistent with this Amended Agreement.

16. **Maintenance.** CFX, at its sole cost and expense, shall maintain and replace, to the extent necessary, the CFX improvements, facilities, and areas within the OUC ROW, including, but not limited to the Access License Area, in (i) a good state of repair and condition; and (ii) accordance with all applicable governmental regulations and Laws. In the event that CFX, its respective employees, agents, contractors or subcontractors cause damage to the OUC ROW or any improvements located on said property, in the exercise of the rights and obligation set forth herein, CFX, as its sole cost and expense, agrees to commence and then diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical the original condition and grade including without limitation, repair and replacement within a reasonable period of time after receiving written notice of the occurrence of an such damage, and CFX shall allow no lien to attach to the OUC ROW, arising out of work performed by, for, or on behalf of CFX. In the event that CFX fails to commence and then diligently pursue any such restoration, repair, or replacement as required hereunder, OUC or City shall have the right, but not the obligation, to cause any such restoration, repair, or replacement and to thereafter obtain a reimbursement from CFX, or its successors or assigns within a forty-five (45) day period after receipt by CFX of detailed invoices and bills for the reasonable out-of-pocket costs incurred thereby, together with interest at the maximum allowable rate pursuant to and in accordance with applicable law. The City, OUC, and the CFX acknowledge that the work being performed by, for, or at the direction of CFX or otherwise for CFX under this Amended Agreement, may cause settling of the OUC railroad lines and railroad bed within and in the vicinity of said work. The Parties further acknowledge that any such settling would require periodic stabilization of the OUC railroad lines and railroad bed for an undetermined period after completion of said work. During the term of this Agreement, CFX shall reimburse OUC for the costs incurred by OUC in order to stabilize the railroad lines and railroad bed within and in the vicinity of such CFX work that caused the need for said stabilization work. CFX shall pay OUC for said stabilization work within forty-five (45) calendar days after receipt of an itemized invoice from OUC, to reimburse OUC for the cost of any such work.

17. **No Liability.** Nothing in this Amended Agreement shall operate to impose any obligation on the City with respect to the operation and maintenance of any OUC or CFX facilities, nor does this Amended Agreement operate to create or impose any liability with respect to the City arising from the activities of CFX or OUC.

18. **Compliance with all Legal Rules.** The Parties shall, at its sole expense, comply with all applicable Laws.

19. **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

OUC: ORLANDO UTILITIES COMMISSION
Clint Bullock
General Manager and CEO
Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801

Copy to: ORLANDO UTILITIES COMMISSION
W. Christopher Browder
Chief Legal Officer
Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801

City: CITY OF ORLANDO
Chief Administrative Officer
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32901

Copy to: CITY OF ORLANDO
City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32901

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

20. **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 Amended Agreement and upon any such termination, this Amended Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

21. **General Provisions/Reverted.** 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 Amended 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 Amended Agreement shall not

be binding upon either Party unless such amendment is in writing and executed by the Parties. The provisions of this Amended Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors. Nothing in this Amended 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. The Parties do hereby agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Amended Agreement shall be executed and delivered by each Party. This Amended Agreement shall be interpreted under the laws of the State of Florida. The Parties 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. Should the use of any of the easements or licenses be abandoned, then all rights hereby granted to CFX shall thereupon cease, terminate and revert back to the OUC and the City of Orlando (its successors and assigns), and CFX will, at its sole cost and in a manner satisfactory to OUC, remove said structures /facilities and restore the OUC ROW to the condition previously found provided OUC may, at its option, remove the structures/facilities located in the OUC ROW pursuant to this Amended Agreement and restore its property and CFX will, in such an event, upon invoice rendered, pay to OUC the entire cost incurred by such removal and restoration.

22. **Recording.** CFX shall cause this Amended Agreement to be recorded in the Public Records of Orange County, Florida.

23. **Waiver of Jury Trial.** THE PARTIES VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

24. **Severability.** If any court finds part of this Amended 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.

25. **Sovereign Immunity/Insurance.** CFX shall require any of its contractors or subcontractors that enter the OUC ROW pursuant to this Amended Agreement to indemnify and defend OUC and the City and the successors and assigns of each of them (the "Indemnified Parties") from and against any and all losses, costs, damages, injuries, liabilities, claims, demands, penalties, and interest including reasonable attorneys' fees ("Damages"), arising out of the activities of said contractor or subcontractor. CFX and OUC, are each an agency of the State of Florida subject to the liability limits set forth in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's or OUC'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. Notwithstanding anything herein to the contrary, CFX shall require its contractors, subcontractors and agents to maintain, at no costs to OUC or City, for the mutual benefit of CFX, OUC and City, (a) general commercial liability insurance against claims for bodily injury, death, or property damage occurring in or about the OUC ROW throughout the ongoing construction, for at least One Million and No/100 Dollars (\$1,000,000.00) per occurrence and an aggregate limit of Two Million and No/100 Dollars (\$2,000,000.00), and (b) railroad protective liability insurance for all operations relating to such CFX

construction, repair or maintenance occurring at the OUC ROW. Such insurance shall name OUC and the City as insureds, and be written using the ISO Railroad Protective Form CG 0035, with a carrier acceptable to OUC with a combined single coverage limit of not less than Five Million and No/100 Dollars (\$5,000,000.00) per occurrence, and an aggregate limit of Ten Million and No/100 Dollars (\$10,000,000.00). The insurance liability insurance must be reviewed by OUC Risk management prior to the commencement of any such work and must remain in effect for the duration of the same.

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

27. **Conveyance by City/Limitations on Obligations of the City.** CFX acknowledges and agrees that the City’s obligation under this Amended Agreement are strictly limited to its conveyance of the land rights, licenses and easements, granted pursuant to the terms of this Amended Agreement. The City does not otherwise assume any contractual obligations described in this Amended Agreement and CFX so acknowledges and agrees to same.

[SIGNATURE PAGES TO FOLLOW]

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

Signed, sealed, and delivered
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

By: _____
Buddy Dyer, Chairman

Print Name: _____

Date: _____

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

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2021 for its
exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization on this ___ day of _____, 2021, by _____
_____, as Chairman of the Central Florida Expressway Authority, on behalf of the organization. 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: _____

Signed, sealed, and delivered
in the presence of:

“OUC”

ORLANDO UTILITIES COMMISSION

Print Name: _____

By: _____

Print Name: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization on this ____ day of _____, 2021, by _____, as
_____ of the Orlando Utilities Commission, on behalf of the organization. He/she is personally
known to me OR produced _____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

JOINDER

The City of Orlando hereby joins and consents to this Amended Agreement dated _____, 2021 between Central Florida Expressway Authority and Orlando Utilities Commission to acknowledge the City's consent to the terms of this Amended Agreement, but solely with respect to the conveyance of property interests.

Signed, sealed, and delivered
in the presence of:

"CITY"

CITY OF ORLANDO

Print Name: _____

By: _____

Print Name: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ___ day of _____, 2021, by _____, as _____ of the City of Orlando, on behalf of the organization. He/she is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit "A"

[To be inserted upon approval of the GEC]

Exhibit "B"

[To be inserted upon approval of the GEC]

Exhibits “C-1” through “C-4”

[To be inserted upon approval of the GEC]

Exhibit "D"

[To be inserted upon approval of the GEC]

Exhibit "E"

[To be inserted upon approval of the GEC]

Exhibit “F”

[To be inserted upon approval of the GEC]

Exhibit "G"

[To be inserted upon approval of the GEC]

Exhibit "H"
Safety Requirements
&
Emergency Notification Procedure

Safety Requirements:

The Railroad is the only viable means of delivering coal to the Curtis Stanton Energy Plant (the "Stanton Plant"); it is imperative that the integrity of the railroad be maintained to the highest degree. To that end, the lists below set forth certain actions that CFX, its agents, employees, or contractors shall not undertake, and certain other actions that CFX, its agents, employees, contractor, or subcontractors must undertake. CFX shall be solely responsible for any damage to the OUC railroad improvements and for all effects of such damage, including, but not limited to, damage that results from cessation of rail services by CSX based on violation of the 25 Foot Requirement.

CFX SHALL NOT:

1. Allow low clearance vehicles or "low-boy" type equipment to traverse the temporary construction crossing without first providing twenty-two (22) hours advance notice to OUC.
2. Allow any metal tracked or non-rubber tired equipment to traverse the temporary construction crossing.
3. Allow any equipment to cross the railroad at any point other than the temporary construction crossing.
4. Allow the railroad flange way to fill up and compact from spillage.
5. Allow equipment or personnel to be within the area for the 25 Foot Requirement (within 25 feet of either side of the centerline of the rail road's line) without express permission from OUC given after notification and coordination as required under the Amended Agreement. **IT IS IMPERATIVE THAT THE 25 FOOT REQUIREMENT BE STRICTLY COMPLIED WITH AT ALL TIMES, BECAUSE VIOLATION OF THE 25 FOOT REQUIREMENT WILL ENTITLE CSX TO CEASE RAIL SERVICES TO THE STANTON PLANT, POTENTIALLY LEAVING OUC WITHOUT A SOURCE OF FUEL FOR THE STANTON PLANT.**
6. Allow dirt or debris to foul the ballast section of the tracks.
7. Allow any pedestrian traffic on the track without the presence of an OUC flagman.

CFX MUST:

1. Allow only rubber tired vehicles to traverse the temporary construction crossing.
2. Keep the railroad flange clean and clear at all times.
3. Stop all work and remove all equipment within 25 feet of the centerline of the railroad prior to trains passing.

Exhibit "I"

EMERGENCY NOTIFICATION PROCEDURE:

In the event of suspected or actual track damage, security situations, or any other situation that could negatively affect safe train operations, please call for the existing project one of the following, in order of priority:

<u>Name:</u>	<u>Phone:</u>
Charles Merritt, OUC Contractor President	(863) 581-6525 (cell) after hours only (i.e. after 5:30 pm weekdays, weekends and holidays)
R.W. Summers, OUC contractor	(863) 533-8107 office (business hours only)
Walter Graves	(863) 581-3833 cell
Clint Lalla, OUC Contractor Engineer	(863) 956-7440 cell
Bob Pollack, OUC	(407) 434-4312 office
Bob Pollack, OUC	(407) 274-2340 cell
Leanna Vaughan, OUC	(407) 434-4314 office
Lanna Vaughan, OUC	(321) 332-8186 cell
Mia Torres, OUC	(407) 321-230-6746 cell
Mia Torres, OUC	(407) 434-4313 office
CSX Police	(800) 232-0144

NOTE: Notification listing is in order of priority. Only one person/company needs to be notified. The names and number stated above should be reviewed, verified, and updated by OUC and CFX's request for all work or project coordinated under this Amended Agreement.

**CONSENT AGENDA ITEM
#13**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members *enke*

FROM: Laura Newlin Kelly, Associate General Counsel

DATE: August 26, 2021

SUBJECT: Bill of Sale Between the Central Florida Expressway Authority and the City of Apopka, Florida (CR 437A at SR 429)
Project No. 429-200A

BACKGROUND

On or about June 29, 2018, the Central Florida Expressway (“CFX”) and the City of Apopka, Florida (“City”) entered into that certain Right-of-Way Transfer and Continuing Maintenance Agreement Between Central Florida Expressway Authority and City of Apopka, Florida (“Agreement”) transferring certain real property from CFX to the City and providing for the continuing maintenance of the infrastructure and improvements located in CFX’s Expressway System and the City’s local road system. Pursuant to the terms of the Agreement, the City was responsible for the ongoing maintenance and operation of the traffic signal, signalization poles, improvements and facilities located on the east side of County Road 437A at the intersection of State Road 429 (“Traffic Improvements”). A depiction of the Traffic Improvements is attached hereto as **Attachment “A”**. It was the intent of the Agreement that the ownership of the Traffic Improvements transferred upon the closing of the real property identified in the Agreement. In order to effectuate this intent, staff of CFX and the City have negotiated the proposed Bill of Sale (see **Attachment “B”**) transferring the Traffic Improvements to the City. Upon acceptance of the Bill of Sale, the City, at its sole cost and expense, will own and maintain the Traffic Improvements.

The proposed Bill of Sale was prepared and provided to the City for review and consideration. The City has reviewed the Bill of Sale and agrees with its form.

REQUEST

Board’s approval of the following is requested:

Bill of Sale between CFX and the City in a form substantially similar to the attached Bill of Sale.

ATTACHMENTS

- A. Traffic Improvements
- B. Bill of Sale

Reviewed By: Woody Rodriguez

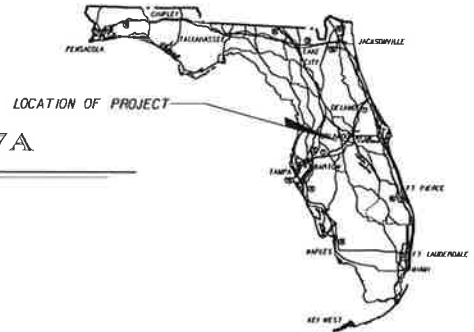
ATTACHMENT "A"

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

PLANS OF PROPOSED S.R. 429 INTERCHANGE AT CR 437A

ORANGE COUNTY PROJECT NUMBER - 429-200A SIGNALIZATION PLANS

CR 437A AT SR 429 RAMPS



INDEX OF SIGNALIZATION PLANS

SHEET NO.	SHEET DESCRIPTION
T-1	KEY SHEET
T-2	TABULATION OF QUANTITIES & PAY ITEM NOTES
T-3	GENERAL NOTES
T-4 THRU T-5	SIGNALIZATION PLAN SHEETS
T-6	INTERNALLY ILLUMINATED STREET SIGN DETAILS
T-7 THRU T-8	SIGNALIZATION DETAILS
T-9	MAST ARM TABULATION
T-10	STANDARD MAST ARM ASSEMBLIES DESIGN TABLE
T-11	SPECIAL MAST ARM ASSEMBLIES DESIGN TABLE
T-12 THRU T-13	UTILITY PLAN SHEETS
T-14	REPORT OF SOIL BORINGS

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY MEMBERS

WALTER A. KETCHAM, JR.	CHAIRMAN
TAWYA J. WILDER	VICE CHAIRMAN
TERESA S. JACOBS	SECRETARY/TREASURER
NORMANNE B. DOWNS, P.E.	MEMBER
MARK FILBURN	MEMBER
MICHAEL SWOBER, P.E.	EXECUTIVE DIRECTOR

SIGNALIZATION SHOP DRAWINGS TO BE SUBMITTED TO



520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
407-843-5120
VENDOR NUMBER 59-1373777
CERTIFICATE OF AUTHORIZATION NO. 1221

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

APPROVED FOR CONSTRUCTION 2/23/2011

RECORD DRAWING

RECORD DRAWING INFORMATION FURNISHED ON: 03 JULY 2012 BY: PB Americas, Inc. CONTRACTOR: SEMA Construction

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS DATED 2003, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2003, AS AMENDED BY CONTRACT ADDENDUMS.

APPLICABLE DESIGN STANDARDS MODIFICATIONS: 7-1-D For Design Standards Modifications click on "Design Standards" of the following web site: <http://www.dot.state.fl.us/roadsign/>

OOCEA PROJECT MANAGER GLENN PRESSIMONE, P.E.
PBS&J PROJECT MANAGER WILLIAM A. TERWILLEGGER, P.E.

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

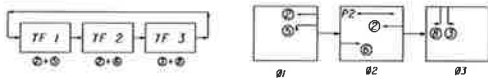
SIGNALIZATION PLANS APPROVED BY:
JAMES E. BRANDFORD, P.E.
DATE: _____
P.E. # 68276

FISCAL YEAR	SHEET NO.
10	T-1

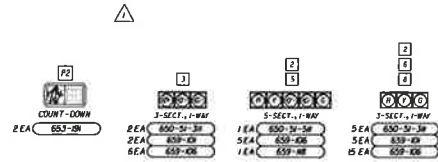
MOVEMENT CHART SOP 14 (MODIFIED)

SIGNAL HEAD DETAILS

CONTROLLER TIMINGS							
TIMING FUNCTION	1	2	3	4	5	6	7
MOVEMENT NUMBER	1	2	3	4	5	6	7
WAVENUM GREEN	15	10	10	15	10		
EXTENSION	3	3	3	3	3		
WAVENUM GREEN Y	50	20	20	50	20		
YELLOW CLEARANCE	4.5	4.5	4.5	4.5	4.5		
ALL RED	1.5	1.5	1.5	1.5	1.5		
DETECTOR FUNCT.	N/A	N/A	N/A	N/A	N/A		
FLASHING MODE	N	N	N	N	N		
RECALL	N/A	N/A	N/A	N/A	N/A		
PED. WALK							
PED. CLEARANCE	15						

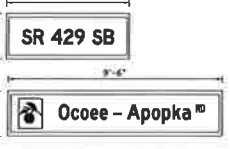
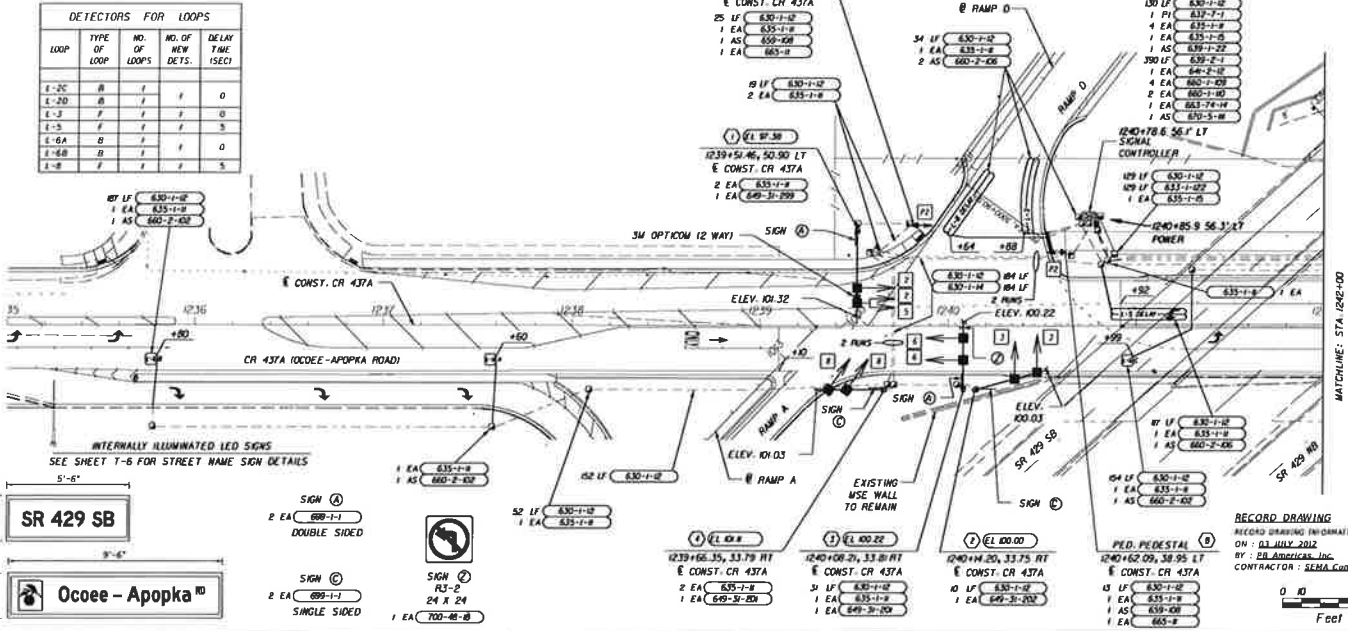


- NOTES:
 1. MAJOR STREET IS CR 437A (OCOOE-APOPKA RD), MOVEMENTS 2, 5, AND 6
 MINOR STREETS ARE THE SR 429 RAMPS, MOVEMENTS 3 AND 4
 2. W/V. GREEN AND EXTENSION TO RUN CONCURRENT
 3. REFER TO SHEET T-11 FOR UTILITY AND R/W LOCATIONS.
 4. POSTED SPEED LIMIT ON CR 437A IS 45 MPH.



TIMINGS ARE INITIAL AND MAY REQUIRE FIELD ADJUSTING AS DIRECTED BY THE ENGINEER. INSTALL CONCURRENT TIMING OF INITIAL AND EXTENSION INTERVALS.

DETECTORS FOR LOOPS				
LOOP	TYPE OF LOOP	NO. OF LOOPS	NO. OF DETS.	DELAY (SECS)
E-2C	R	1	1	0
E-2D	R	1	1	0
E-3	F	1	1	0
E-5	F	1	1	5
E-6A	D	1	1	0
E-6B	D	1	1	0
E-8	F	1	1	5



REVISIONS				
DATE	BY	DESCRIPTION	DATE	DESCRIPTION
4/25/18	JEB	REVISED SIGNAL HEADS TO HORIZONTAL ALIGNMENT		
7/3/18		RECORD DRAWING		

330 S. MAGNOLIA AVE. ORLANDO, FL 32801
 813-843-0120 | 813-843-0121
 PUBLIC ENTITY OF AUTHORIZATION NO. 1221
 ENGINEER OF RECORD
 JAMES E. BRADY, P.E. NO. 88278

ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 ROAD NO. 429 PROJECT NO. 429-200A



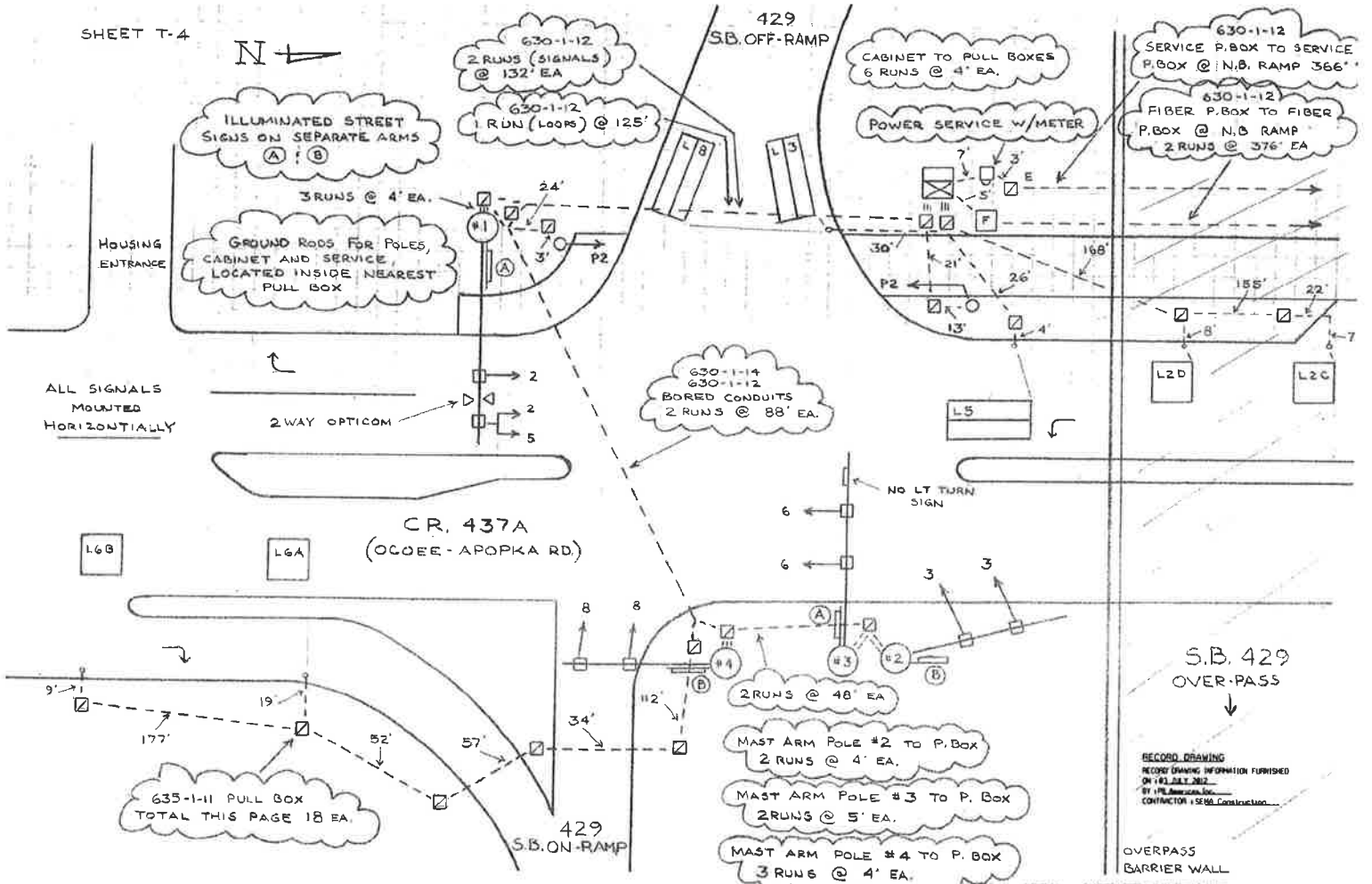
SIGNALIZATION PLAN SHEET
CR 437A (OCOOE-APOPKA RD)
AT RAMPS A AND D

RECORD DRAWING
 RECORD DRAWING INFORMATION FURNISHED BY: DB Americas, Inc.
 CONTRACTOR: SEHA Construction



SHEET NO. T-4

SHEET T-4



ALL SIGNALS MOUNTED HORIZONTALLY

ILLUMINATED STREET SIGNS ON SEPARATE ARMS (A) (B)

GROUND RODS FOR POLES, CABINET AND SERVICE, LOCATED INSIDE NEAREST PULL BOX

630-1-12 2 RUNS (SIGNALS) @ 132' EA.
630-1-12 1 RUN (LOOPS) @ 125'

429 S.B. OFF-RAMP

CABINET TO PULL BOXES 6 RUNS @ 4' EA.
POWER SERVICE W/METER

630-1-12 SERVICE P. BOX TO SERVICE P. BOX @ N.B. RAMP 366'
630-1-12 FIBER P. BOX TO FIBER P. BOX @ N.B. RAMP 2 RUNS @ 376' EA.

630-1-14 630-1-12 BORED CONDUITS 2 RUNS @ 88' EA.

CR. 437A (Ocoee - Apopka Rd)

NO LT TURN SIGN

2 RUNS @ 48' EA.
MAST ARM POLE #2 TO P. BOX 2 RUNS @ 4' EA.
MAST ARM POLE #3 TO P. BOX 2 RUNS @ 5' EA.
MAST ARM POLE #4 TO P. BOX 3 RUNS @ 4' EA.

635-1-11 PULL BOX TOTAL THIS PAGE 18 EA.

S.B. 429 OVER-PASS

RECORD DRAWING
RECORD DRAWING INFORMATION FURNISHED ON 14 JULY 2012
BY IPE, Incorporated
CONTRACTOR / SCS&S Construction

OVERPASS BARRIER WALL

PHOTOGRAPHED BY SCS&S

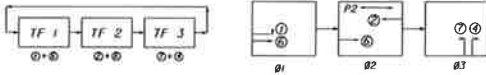
CONTROLLER TIMINGS									
TIMING FUNCTION	1	2	3	4	5	6	7	8	9
MINIMUM GREEN	10	15	10	10	15	10	10	10	10
EXTENSION	3	3	3	3	3	3	3	3	3
MAXIMUM GREEN 1	20	50	20	20	50	20	20	20	20
MAXIMUM GREEN 2									
YELLOW CLEARANCE	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
ALL RED	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
DETECTOR FUNCT.	N/A	LK	N/A	LK	N/A	LK	N/A	LK	N/A
FLASHING MODE	A	F	A	F	A	F	A	F	A
PEDESTAL									
PED. WALK									
PED. CLEARANCE	10								

TIMINGS ARE INITIAL AND MAY REQUIRE FIELD ADJUSTING AS DIRECTED BY THE ENGINEER. INSTALL CONCURRENT TIMING OF INITIAL AND EXTENSION INTERVALS.

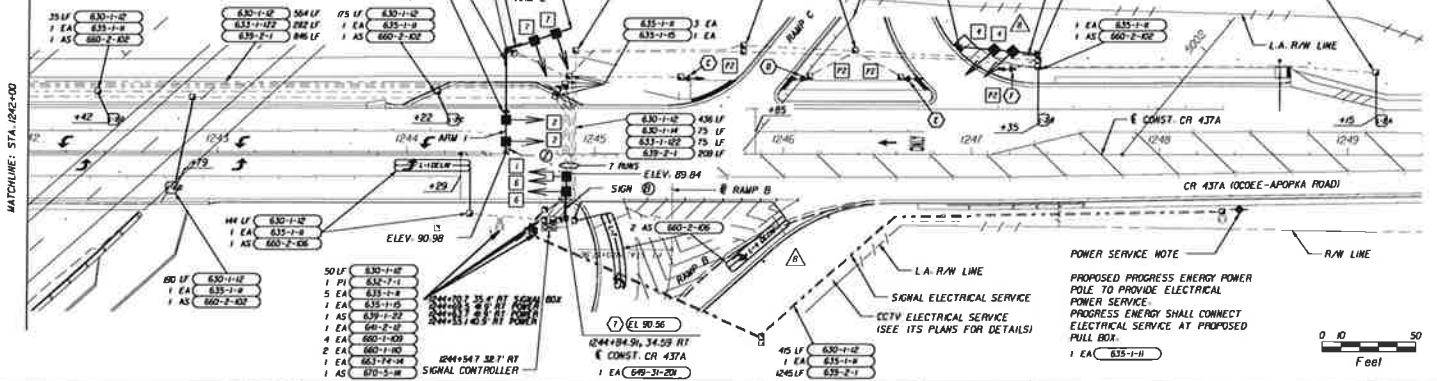
DETECTORS FOR LOOPS				
LOOP	TYPE OF LOOP	NO. OF LOOPS	NO. OF NEW DETS.	DELAY TIME (SEC)
E-1	F	1	1	3
E-2A	B	1	1	0
E-2B	B	1	1	0
E-4	F	1	1	3
E-6C	B	1	1	0
E-6D	B	1	1	0
E-7	F	1	1	0

- NOTES:
1. MAJOR STREET IS CR 437A (OCOCHEE-APOPKA RD), MOVEMENTS 1, 2, AND 6
 2. MINOR STREETS ARE THE SR 429 RAMP, MOVEMENTS 4 AND 7
 3. MIN. GREEN AND EXTENSION TO RUN CONCURRENT
 4. REFER TO SHEET T-12 FOR UTILITY AND R/W LOCATIONS.
 5. POSTED SPEED LIMIT ON CR 437A IS 45 MPH.

MOVEMENT CHART SOP 15 (MODIFIED)



INTERNALLY ILLUMINATED LED SIGNS
SEE SHEET T-6 FOR STREET NAME SIGN DETAILS



RECORD DRAWING
RECORD DRAWING INFORMATION FURNISHED ON: 03 JULY 2012
BY: EA American, Inc.
CONTRACTOR: SEBA Construction

REVISIONS		REVISIONS		ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY		SIGNALIZATION PLAN SHEET		SHEET NO.	
DATE	BY	DESCRIPTION	DATE	BY	ROAD NO.	PROJECT NO.	CR 437A (OCOCHEE-APOPKA RD)	T-5	
4/25/11	JEB	REVISED SIGNAL HEADS TO HORIZONTAL ALIGNMENT	3/29/12	JEB	429	429-200A	AT RAMP B AND C		
			7/3/12						
								RECORD DRAWING	

530 S MAGNOLIA AVE, ORLANDO, FL 32801
887-893-6120 | BRACORV.COM
FIRM CERT. OF AUTHORIZATION NO. 1231
ENGINEER OF RECORD:
JAMES E. BRADFORD, P.E. NO. 64216



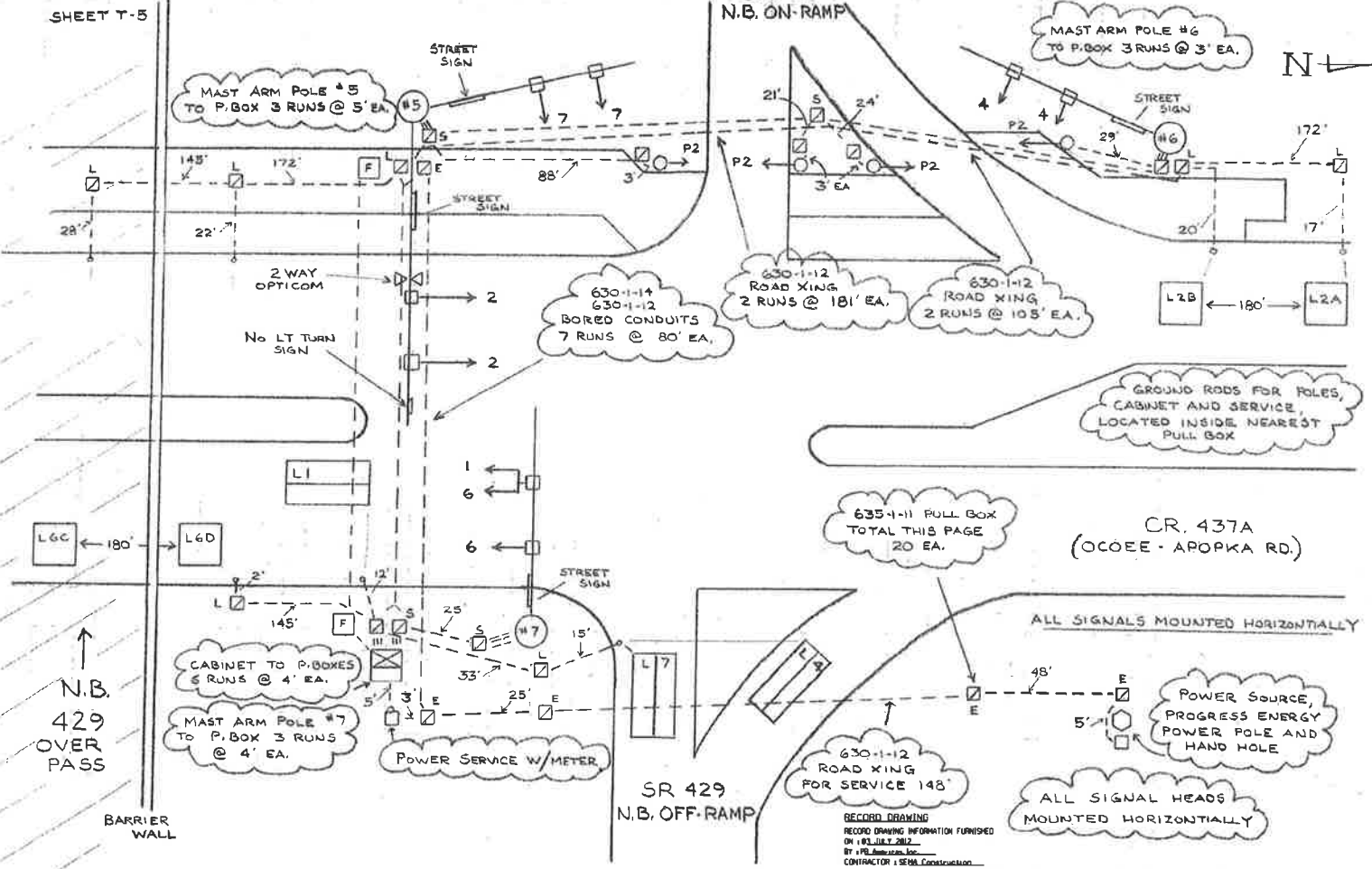
SIGNALIZATION PLAN SHEET
CR 437A (OCOCHEE-APOPKA RD)
AT RAMP B AND C

SHEET NO.
T-5

SHEET T-5

SR. 429
N.B. ON-RAMP

MAST ARM POLE #6
TO P. BOX 3 RUNS @ 3' EA.



MAST ARM POLE #5
TO P. BOX 3 RUNS @ 3' EA.

630-1-14
630-1-12
BORED CONDUITS
7 RUNS @ 80' EA.

630-1-12
ROAD XING
2 RUNS @ 181' EA.

630-1-12
ROAD XING
2 RUNS @ 105' EA.

GROUND RODS FOR POLES,
CABINET AND SERVICE,
LOCATED INSIDE NEAREST
PULL BOX

635-1-11 PULL BOX
TOTAL THIS PAGE
20 EA.

CR. 437A
(OOCEE - APOKA RD.)

ALL SIGNALS MOUNTED HORIZONTALLY

CABINET TO P. BOXES
6 RUNS @ 4' EA.

MAST ARM POLE #7
TO P. BOX 3 RUNS
@ 4' EA.

POWER SERVICE W/ METER

630-1-12
ROAD XING
FOR SERVICE 148'

POWER SOURCE,
PROGRESS ENERGY
POWER POLE AND
HAND HOLE

ALL SIGNAL HEADS
MOUNTED HORIZONTALLY

RECORD DRAWING
RECORD DRAWING INFORMATION FURNISHED
ON 10/10/2002
BY PCL America, Inc.
CONTRACTOR: SEMA Construction

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that this ___ day of _____, 2021, that **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”), for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers unto **CITY OF APOPKA**, a municipality of the State of Florida, whose address is 120 East Main Street, Apopka, Florida 32703 (“City”), all of CFX’s interest in and to the traffic signal, signalization poles, improvements and facilities located on the east side of County Road 437A at the intersection of State Road 429, as more particularly depicted on **Exhibit “A”** attached hereto and incorporated hereby by reference built on real property owned by CFX (“Improvements”);

TO HAVE AND TO HOLD the same unto the City forever.

AND CFX covenants, represents, and warrants to the City, that CFX is the lawful owner of the said Improvements and that CFX’s right, title and interest are free and clear from all liens, claims, and encumbrances. CFX warrants and represents that it has good right and lawful authority to transfer the Improvements to the City, and that CFX will warrant and defend the sale and transfer of the said Improvements hereby made to the City, against the lawful claims and demands of all persons whomsoever.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, CFX has hereunto set their hands and seals the day and year written below.

Signed, sealed, and delivered
in the presence of:

**“CFX”
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Printed Name: _____

By: _____
Buddy Dyer, Chairman

Printed Name: _____

Date: _____, 2021

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

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on this
__ day of _____, 2021 for its exclusive
use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____ 2021 by Buddy Dyer, Chairman, of the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida, on behalf of the organization. He is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

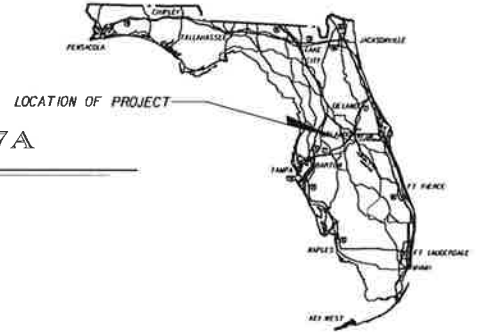
EXHIBIT "A"

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

PLANS OF PROPOSED
S.R. 429 INTERCHANGE AT CR 437A

ORANGE COUNTY
PROJECT NUMBER - 429-200A
SIGNALIZATION PLANS

CR 437A AT SR 429 RAMPS



INDEX OF SIGNALIZATION PLANS

SHEET NO.	SHEET DESCRIPTION
T-1	KEY SHEET
T-2	TABULATION OF QUANTITIES & PAY ITEM NOTES
T-3	GENERAL NOTES
T-4 THRU T-5	SIGNALIZATION PLAN SHEETS
T-6	INTERNALLY ILLUMINATED STREET SIGN DETAILS
T-7 THRU T-8	SIGNALIZATION DETAILS
T-9	MAST ARM TABULATION
T-10	STANDARD MAST ARM ASSEMBLIES DESIGN TABLE
T-11	SPECIAL MAST ARM ASSEMBLIES DESIGN TABLE
T-12 THRU T-13	UTILITY PLAN SHEETS
T-14	REPORT OF SOIL BORINGS

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY MEMBERS

WALTER A. KETCHAM, JR.	CHAIRMAN
TANYA J. WILDER	VICE CHAIRMAN
TERESA S. JACOBS	SECRETARY/TREASURER
NORANNE B. OWENS, P.E.	MEMBER
MARK FIEBURN	MEMBER
MICHAEL SMYDER, P.E.	EXECUTIVE DIRECTOR

SIGNALIZATION SHOP DRAWINGS
TO BE SUBMITTED TO



520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
407-843-5120
VENDOR NUMBER 59-137377
CERTIFICATE OF AUTHORIZATION NO. 1221

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

APPROVED FOR CONSTRUCTION
2/23/20H

RECORD DRAWING

RECORD DRAWING INFORMATION FURNISHED
ON : 03 JULY 2012
BY : PB_Americas, Inc.
CONTRACTOR : SEMA Construction

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS DATED 2001,
AND STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION DATED 2004,
AS AMENDED BY CONTRACT DOCUMENTS.

APPLICABLE DESIGN STANDARDS MODIFICATIONS: 7-1-10
For Design Standards Modifications click on
"Design Standards" at the following web site:
<http://www.dot.state.fl.us/sign>

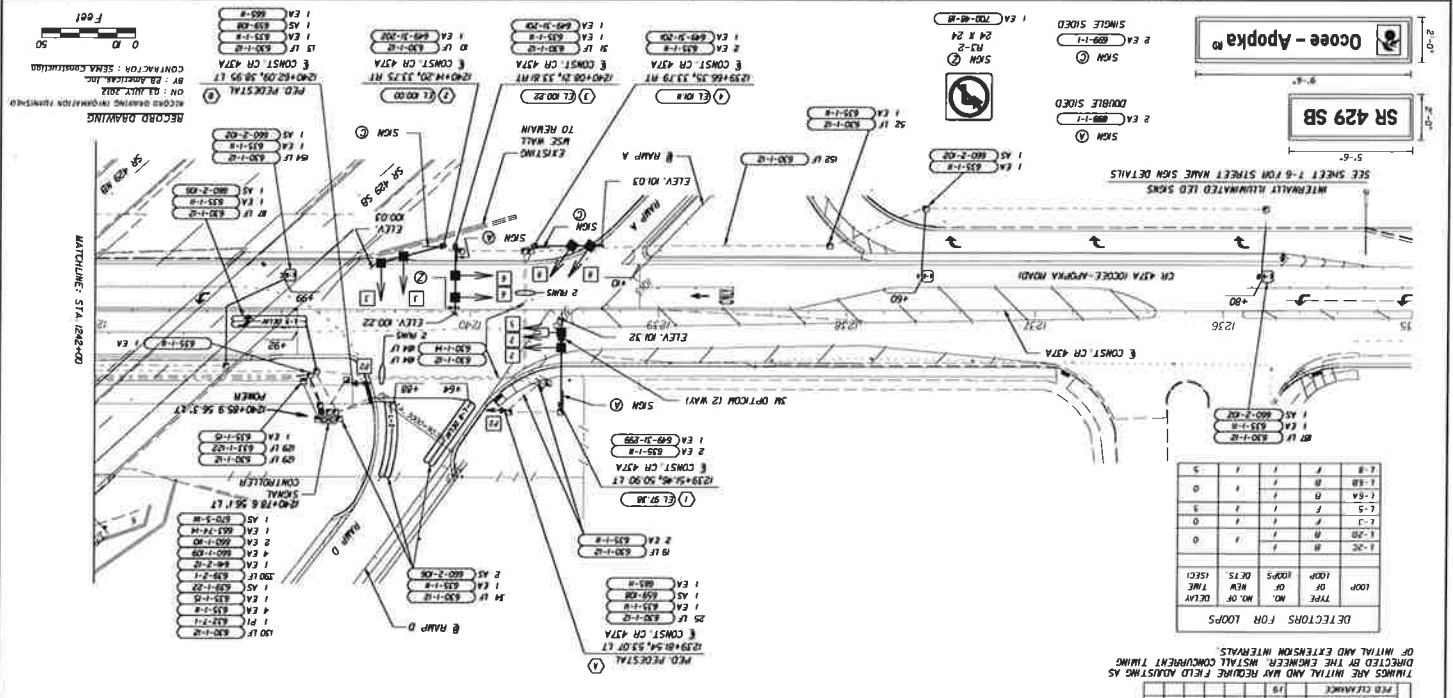
OOCEA PROJECT MANAGER GLENN PRESSIMONE, P.E.
PBS&J PROJECT MANAGER WILLIAM A. TERWILLEGER, P.E.

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

SIGNALIZATION PLANS APPROVED BY:
JAMES E. BRADFORD, P.E.
DATE: _____
P.E. # 5875

FISCAL YEAR	SHEET NO.
10	T-1

DATE	DESCRIPTION	BY	SCALE
11/25/14	REVISD SIGNAL HEADS TO HIGHWAY SIGNAL		
1/13/15	REVISED SIGN MOUNTING		
1/13/15	REVISED SIGN MOUNTING		
1/13/15	REVISED SIGN MOUNTING		
1/13/15	REVISED SIGN MOUNTING		
1/13/15	REVISED SIGN MOUNTING		
1/13/15	REVISED SIGN MOUNTING		



DETECTORS FOR LOOPS

LOOP NO.	DETAILED	TYPE	OR	LOOP	SECT.
1-20					
1-21					
1-22					
1-23					
1-24					
1-25					
1-26					
1-27					
1-28					
1-29					
1-30					

MOVEMENT CHART SOP 14 (MODIFIED)

SIGNAL HEAD DETAILS

NOTES:

1. MAIN STREET IS CR 437A OCCEE-APOPKA ROAD. MOVEMENTS 3 AND 6 ARE TO BE ADJUSTED BY THE ENGINEER. SIGNAL COMPARTMENT TIMINGS ARE INITIAL AND EXTENSION INTERVALS.
2. MAIN GREEN AND EXTENSION TO RUN CONCURRENT WITH MAIN GREEN AND EXTENSION TO RUN CONCURRENT WITH MAIN GREEN.
3. REFER TO SHEET 1-A FOR UTILITY AND RAMP LOCATIONS.
4. POSTED SPEED LIMIT ON CR 437A IS 45 MPH.

SIGNALIZATION PLAN SHEET

CR 437A (OCCEE-APOPKA RD)

AT RAMPS A AND D

PROJECT NO. 429-200A

OKLAHOMA-ORANGE COUNTY EXPRESSWAY AUTHORITY

512 S. WASHINGTON AVE. OKLAHOMA, OK 73106

MAP SCALE 1" = 200.00'

FILE NO. OF INFORMATION NO. 1251

NUMBER OF SHEETS 12

DATE 11/25/14

PROJECT ENGINEER: JAMES E. BARNHART, P.E. (NO. 8828)

CHECKED: [Signature]

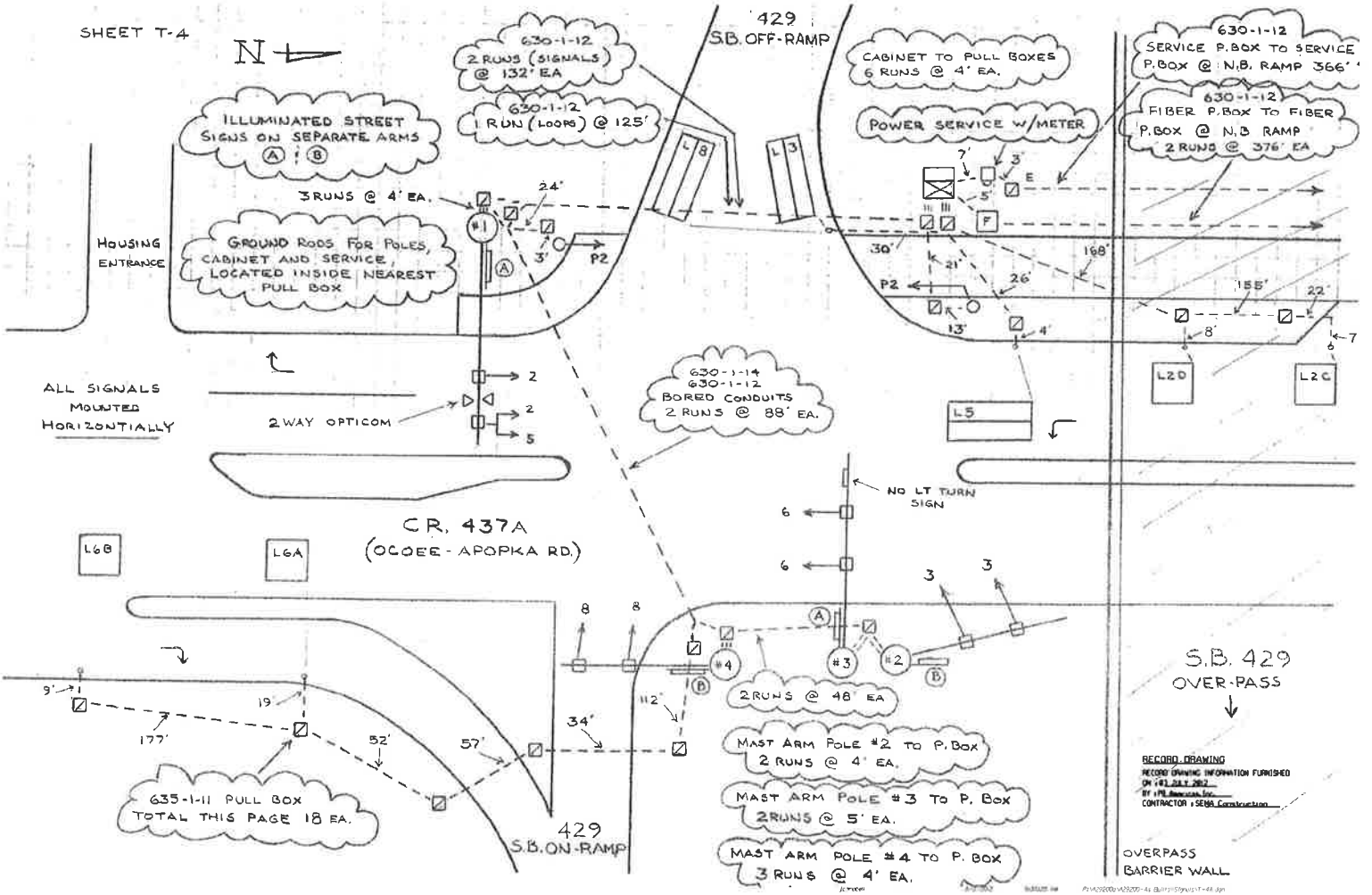
DESIGNED: [Signature]

DRAWN: [Signature]

SCALE: 1" = 50'

DATE: 11/25/14

SHEET T-4



RECORD DRAWING
 RECORD DRAWING INFORMATION FURNISHED
 ON 12 JULY 2012
 BY ITS, American Electric
 CONTRACTOR - SEWA Construction

OVERPASS
 BARRIER WALL

TRAMP FUNCTION	1	2	3	4	5	6	7	8
MINIMUM GREEN	10	15	10	15	10	15	10	15
EXTENSION	1	3	3	3	3	3	3	3
MAXIMUM GREEN 1	20	50	20	50	20	50	20	50
MAXIMUM GREEN 2								
YELLOW CLEARANCE	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
ALL RED	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
DETECTOR FUNC.	W/S	EA	W/S	EA	W/S	EA	W/S	EA
FLASHING WALK	W	W	W	W	W	W	W	W
RECALL								
PED. WALK	4							
PED. CLEARANCE	10							

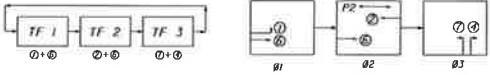
TIMINGS ARE INITIAL AND MAY REQUIRE FIELD ADJUSTING AS DIRECTED BY THE ENGINEER. INSTALL CONCURRENT TIMING OF INITIAL AND EXTENSION INTERVALS.

LOOP	TYPE	NO. OF LOOPS	NO. OF DETS.	DELAY TIME (SEC)
E-1	F	1	1	5
E-2A	B	1	1	0
E-2B	B	1	1	0
E-4	F	1	1	3
E-6C	B	1	1	0
L-6D	B	1	1	0
L-7	F	1	1	0

NOTES:

1. MAJOR STREET IS CR 437A OCOCHEE-APOPKA RD, MOVEMENTS 1, 2, AND 6
2. MINOR STREETS ARE THE SR 429 RAMPS, MOVEMENTS 4 AND 7
3. REFER TO SHEET T-12 FOR UTILITY AND R/W LOCATIONS.
4. POSTED SPEED LIMIT ON CR 437A IS 45 MPH.

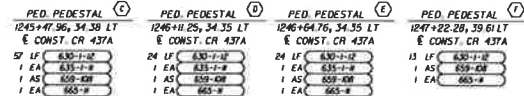
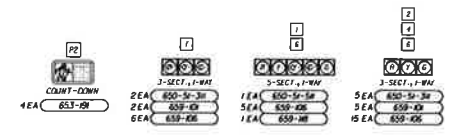
MOVEMENT CHART SOP 15 (MODIFIED)



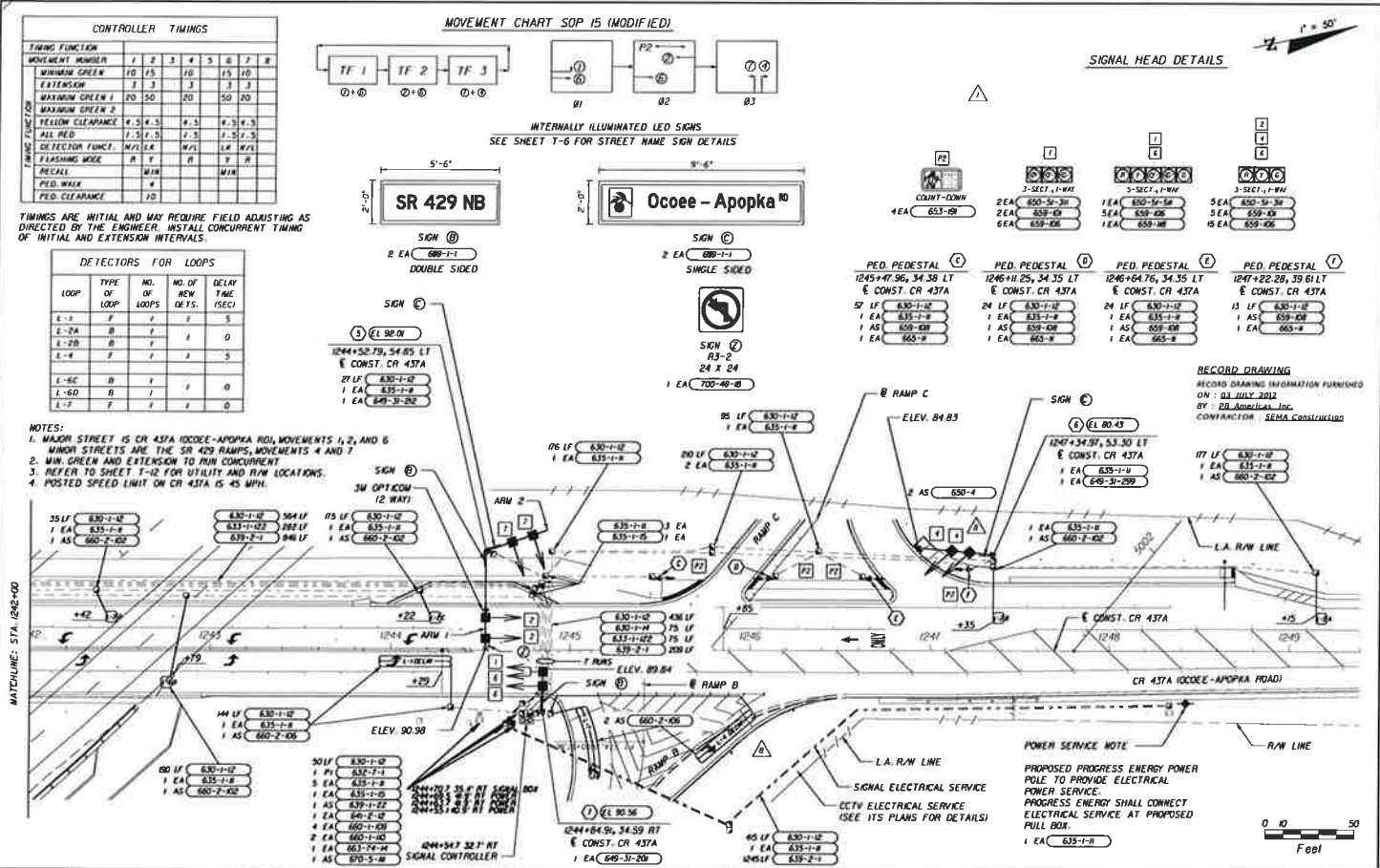
INTERNALLY ILLUMINATED LED SIGNS
SEE SHEET T-6 FOR STREET NAME SIGN DETAILS



SIGNAL HEAD DETAILS



RECORD DRAWING
RECORD DRAWING INFORMATION FURNISHED ON: 03 JULY 2012
BY: DL America, Inc.
CONTRACTOR: SETHA CONSULTING



DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
4/25/11	JEB	REVISED SIGNAL HEADS TO HORIZONTAL ALIGNMENT	3/28/10	JEB	REVISED LOOP AND SIGNAL HEAD LOCATIONS
			7/2/02		RECORD DRAWING



579 B. MADRIDIA AVE., ORLANDO, FL 32801
407-840-5120 | BSA-CIVIL.COM
FIRM CODE OF AUTHORIZATION NO. 1321
ENGINEER OF RECORD
JAMES E. BRADFORD, P.E., NO. 84778

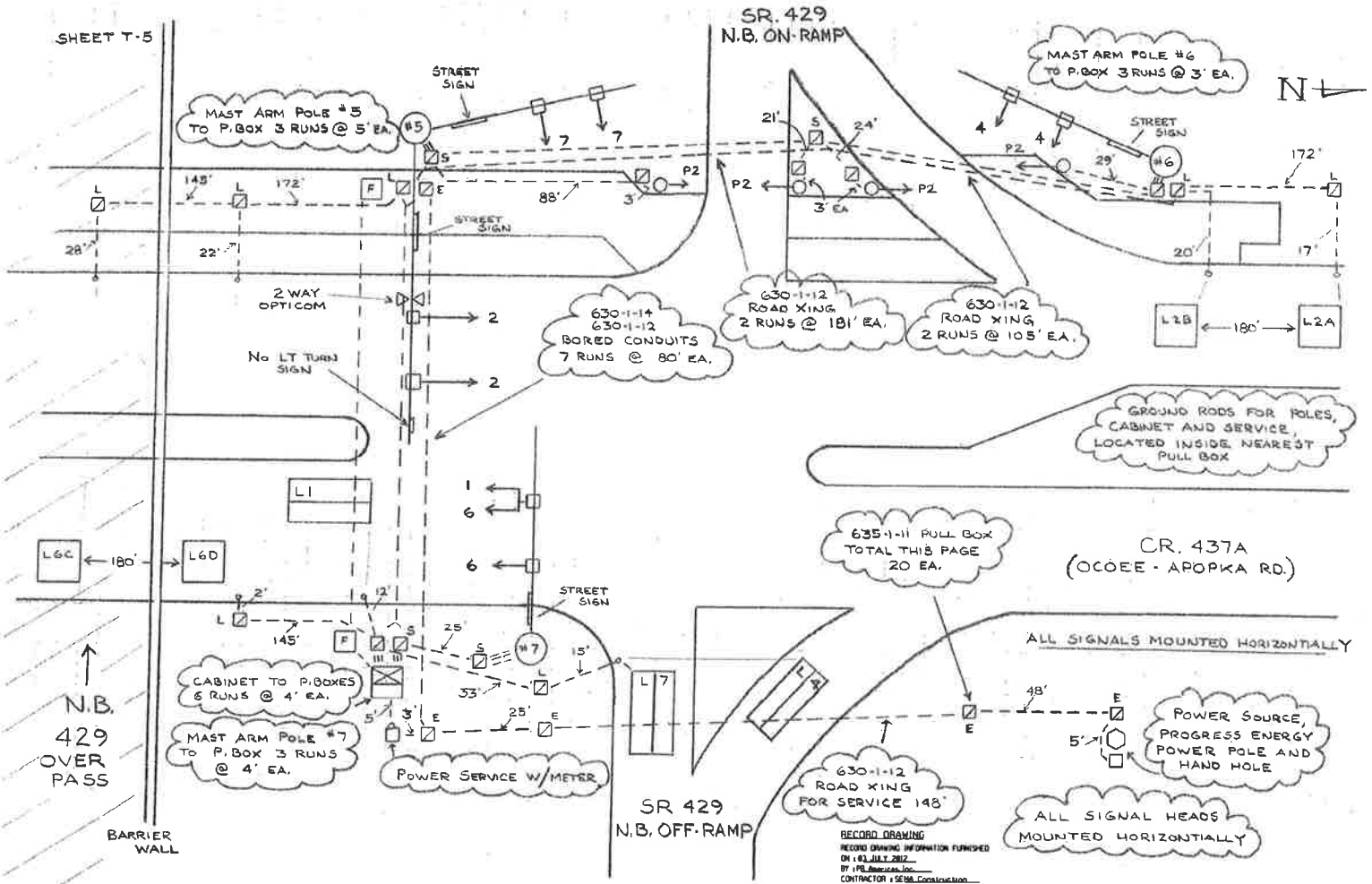
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ROAD NO. 429 PROJECT NO. 429-200A



SIGNALIZATION PLAN SHEET
CR 437A (OCOCHEE-APOPKA RD)
AT RAMPS B AND C

SHEET NO. T-5

SHEET T-5



MAST ARM POLE #5
TO P. BOX 3 RUNS @ 5' EA.

MAST ARM POLE #6
TO P. BOX 3 RUNS @ 3' EA.

CABINET TO P. BOXES
6 RUNS @ 4' EA.

MAST ARM POLE #7
TO P. BOX 3 RUNS @ 4' EA.

630-1-14
630-1-12
BORED CONDUITS
7 RUNS @ 80' EA.

630-1-12
ROAD XING.
2 RUNS @ 181' EA.

630-1-12
ROAD XING.
2 RUNS @ 105' EA.

635-1-11 FULL BOX
TOTAL THIS PAGE
20 EA.

CR. 437A
(OCOE - APOKA RD.)

ALL SIGNALS MOUNTED HORIZONTALLY

POWER SOURCE,
PROGRESS ENERGY
POWER POLE AND
HAND HOLE

ALL SIGNAL HEADS
MOUNTED HORIZONTALLY

630-1-12
ROAD XING
FOR SERVICE 148'

RECORD DRAWING
RECORD DRAWING INFORMATION FURNISHED
ON 10 JULY 2012
BY P&M Associates, Inc.
CONTRACTOR & SEMA Construction


03540 AM P:\0205042000-4s-Built-Signals-T-5.dwg

**CONSENT AGENDA ITEM
#14**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: August 17, 2021

SUBJECT: Approval of Second Contract Renewal with Day Communications, Inc.
for Public Outreach Education and Communications Consultant Services
Contract No. 001299

Board approval is requested for the second renewal of the referenced contract with Day Communications, Inc. in the amount of \$1,450,000.00 for one year beginning on January 1, 2022 and ending December 31, 2022. The original contract was for three years with two one-year renewals.

The work to be performed includes development and execution of marketing strategies and public outreach and communications to support CFX and E-PASS products.

Original Contract	\$3,138,000.00
Supplemental Agreement No. 1	\$ 360,000.00
First Renewal	\$1,240,000.00
Second Renewal	<u>\$1,450,000.00</u>
Total	\$6,188,000.00

This contract is a component of projects included in the Five-Year Work Plan and the OM&A Budget.

Reviewed by: Angela Melton
Angela Melton
Director of Public Outreach
and Communications


Michelle Maikisch (Aug 27, 2021 12:02 EDT)
Michelle Maikisch

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001299**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 9th day of September 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and DAY COMMUNICATIONS, INC., a Florida corporation, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated September 13, 2018, (collectively, the “Original Agreement”), with a Notice to Proceed date of December 14, 2017, whereby CFX retained the Consultant to perform public outreach education and communications consultant services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term.** CFX and Consultant agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on January 1, 2022 and end on December 31, 2022 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term.** The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement, in an amount up to \$1,450,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures.** This Renewal 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.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

DAY COMMUNICATIONS, INC.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2021 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001299**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT (“Renewal Agreement”), is made and entered into this 13th day of August 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and DAY COMMUNICATIONS, INC., a Florida corporation, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated September 13, 2018, (collectively, the “Original Agreement”), with a Notice to Proceed date of December 14, 2017, whereby CFX retained the Consultant to perform public outreach education and communications consultant services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Consultant agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on January 1, 2021 and end on December 31, 2021 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement, in an amount up to \$1,240,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal 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.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

DAY COMMUNICATIONS, INC.

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: *Amanda Day*
Print Name: Amanda Day
Title: President

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.09.11 09:28:07 -0400
Aneth Williams, Director of Procurement

ATTEST:  (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

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

By: *Nicole Petersen*
Print Name: Nicole Petersen

By: *Woody Rodriguez*
Diego "Woody" Rodriguez, General Counsel

By: *Kelli Majorie*
Print Name: Kelli Majorie

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PUBLIC OUTREACH EDUCATION AND COMMUNICATIONS CONSULTANT
SERVICES
CONTRACT NO. 001299
SUPPLEMENTAL AGREEMENT NO. 1**

This Supplemental Agreement No. 1 (“Supplemental Agreement”) is entered into this 13th day of August 2020, by and between Central Florida Expressway Authority (“CFX”) and Day Communications, Inc. (“Consultant”).

WITNESSETH:

WHEREAS, CFX and the Consultant on January 1, 2018, entered into an agreement (“the Contract”) whereby CFX retained the Consultant to provide public outreach education and communications consultant services; and

WHEREAS, CFX has determined it necessary to add additional funding for continued public outreach education and communication services.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the additional funding at a not-to-exceed cost of \$360,000.00.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements and amendments made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.09.11 09:27:08 -04'00'
Director of Procurement

DAY COMMUNICATIONS, INC.

By: Amanda Day
Print Name: Amanda Day
Title: President



Attest: Kayla B Mitchell
Title: Notary Public

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

By: Woody Rodriguez
Diego "Woody" Rodriguez, General Counsel

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
DAY COMMUNICATIONS, INC.**

**PUBLIC OUTREACH EDUCATION AND
COMMUNICATIONS CONSULTANT SERVICES**

CONTRACT NO. 001299

**CONTRACT DATE: DECEMBER 14, 2017
CONTRACT AMOUNT: \$3,138,000.00**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, AND POTENTIAL CONFLICT
DISCLOSURE FORM**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, AND
POTENTIAL CONFLICT DISCLOSURE FORM**

**PUBLIC OUTREACH EDUCATION AND
COMMUNICATIONS CONSULTANT SERVICES**

CONTRACT NO. 001299

DECEMBER 2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-19
EXHIBIT "A"	SCOPE OF SERVICES	A-1 to A-3
EXHIBIT "B"	METHOD OF COMPENSATION	B-1 to B-2
EXHIBIT "C"	POTENTIAL CONFLICT DISCLOSURE FORM	C-1 to C-6

**PUBLIC OUTREACH EDUCATION AND
COMMUNICATIONS CONSULTANT SERVICES
Contract No. 001299**

This Contract is made this 14th day of December 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and DAY COMMUNICATIONS, INC., a Florida corporation, registered and authorized to do business in the State of Florida, whose principal address is 501 S. New York Avenue, Suite 200, Winter Park, Florida 32789 hereinafter "the CONTRACTOR."

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform public outreach education and communications consultant services and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about October 09, 2017, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years days from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or

related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Initial Contract Term is \$3,138,000.00.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the

CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

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

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

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

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

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

5. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR

shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "C."**

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Agreement.

7. **DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES**

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises (“D/MBEs”) and Women’s Business Enterprises (“WBEs”). Under CFX’s program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX’s contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR’s invoices, and shall be in a form reasonably acceptable to CFX.

8. **CONTRACTOR INSURANCE**

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor’s activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 Commercial General Liability: Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

8.3 **Workers' Compensation Insurance:** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 **Unemployment Insurance:** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

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

8.6 **Information Security/Cyber Liability Insurance:** If a data breach is possible, the Contractor shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate
- Technology Products E&O – \$1,000,000 (**Only applicable for Vendors supplying technology related services and or products**)
- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

Information Security/Cyber Liability Insurance written on a “claims-made” basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

8.7 **Commercial Crime Insurance:** If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

8.8 Fiduciary Liability Insurance: If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per claim and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

9. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss; and
- (ii) all workplace laws, regulations, and posting requirements; and
- (iii) all professional laws, rules, regulations, and requirements; and
- (iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

10. INDEMNITY

CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

10.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

10.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

10.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

10.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

10.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

10.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

13. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

14. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the individuals listed below, hereinafter "Key Personnel."

Name and Title of Key Personnel

Amanda Day – Project Manager/Account Service
Katherine Davis – Sr. Marketing Specialist
Vanessa Torline – Media Buyer and Marketing Specialist
Dori Madison – Communication Specialist

and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the RFP and Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, are listed above and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws

and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees and the subcontractors listed below.

List of Subcontractors

Lure Design •	Study Hall Research •	Don Tracy •	Jay Kossoff •
Doverwood •	SalterMitchell •	Judy Tracy•	Laughing Samurai •
Right Brain Media •	Sara Brady PR •	Net Conversion •	Promote Live •
Varga Market Research •	Push Button Productions•	Right Creative•	Selman Design •
Jessica Adams Marketing •			

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

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFXs Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX’s Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The

Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

20. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

22. APPLICABLE LAW; VENUE

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due

to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract; and

26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

28. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

28. ASSIGNMENT

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

29. E-VERIFY

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

30. APPROPRIATION OF FUNDS

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

31. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Joe Passiatore, General Counsel

CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Angela Melton

CONTRACTOR: DAY COMMUNICATIONS, INC.
501 S. New York Ave., Suite 200
Winter Park, Florida 32789
Attn: Amanda Day

32. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Method of Compensation

Exhibit "C" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 14, 2017.

ACCEPTED AND AGREED TO BY:

DAY COMMUNICATIONS, INC.

By: Amah Day
President



ATTEST: Amah Day, Secretary (Seal)
Title

DATE: 1/18/18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

Print Name: Aneeth Williams

Date: 2/6/18

Approved as to form and execution for the use and reliance by CFX only.

Joseph Florio
General Counsel for CFX

EXHIBIT A
SCOPE OF SERVICES
PUBLIC OUTREACH EDUCATION AND
MARKETING CONSULTANT SERVICES

1.0 DESCRIPTION

1.1 The Central Florida Expressway Authority (CFX) requires the services of a Public Outreach Education and Marketing Consultant (Consultant) to provide innovative communication and marketing services which will enhance the operations and image of CFX. Specific areas of services required consist of, but are not necessarily limited to, communication planning and implementation, marketing services, advertising services, public relations support, preparation of collateral, media assets, market research and project planning, coordination and implementation.

1.2 CFX has established the following goals and objectives for its communication and marketing program including:

- Increase public awareness of CFX's expressways and programs
- Communicate the benefits of using the CFX system and transponders
- Reach out to local communities with information about CFX programs and services
- Increase communication and outreach to minority communities
- Manage ongoing market research to determine customer profile, needs, and expectations
- Manage the CFX's image campaign for CFX programs and services
- Develop and coordinate media buys for all applicable channels and other materials typical to a comprehensive long term communication and marketing program
- Increase the CFX's reach through social media platforms.
- Participate in ever evolving website development for cutting edge communication
- Development and production of Agency annual reports
- Increase distribution channels

Anticipated projects include, but are not limited to, the following:

- PSA Campaigns
- Electronic Transponder Marketing
- Customer Loyalty Programs
- Customer Surveys
- Customer Communication and outreach

The Consultant shall make available the personnel, facilities, supplies, materials and resources, necessary to enable the CFX to achieve its communication and marketing goals. The Consultant shall work closely with CFX staff in providing the support services included in this project scope as directed by the CFX. The Consultant shall be responsible to ensure that sufficient staff or other resources are available to service multiple projects in progress concurrently.

- 1.3 CFX does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the Consultant is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other consultants or CFX staff.

2.0 CONSULTANT SERVICES

- 2.1 The Consultant shall provide qualified professional, technical and support personnel to perform the work and provide the technical expertise and resources required by the CFX to support CFX's communication and marketing program through task orders. CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein. As used in the context of this Scope of Services, support shall be defined to include advising, informing, suggesting, evaluating, reviewing and quality assurance, recommending and planning the entire range of activities associated with communication and marketing. Attending and preparing for project meetings, in addition to providing reports and ROI reports, to support CFX communication and marketing efforts. All work subcontracted by the Consultant shall be specifically authorized and approved in advance by CFX through task orders.

- 2.2 Specific responsibilities of the Consultant shall include, but are not necessarily limited to: developing long range strategic plans, marketing plans; developing and producing advertisements; developing and producing media for communication channels; coordinating media buys and campaigns; developing video concepts, writing scripts and producing videos; developing and producing computer generated and/or slide presentations; development, production of agency annual reports; writing news articles for various publications; developing social media strategy; and providing photographic services.

3.0 SPECIAL TASKS ALLOWANCE

Special tasks may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No special tasks shall begin without prior written authorization to the Consultant to perform the work.

4.0 COMPENSATION

Compensation to the Consultant will be made in accordance with Exhibit B, Method of Compensation. The Consultant shall pay all applicable sales tax charged by outside

vendors/ sub-consultants for goods/services purchased by the Consultant in the performance of its responsibilities under the Contract. Any such sales tax paid by the Consultant will be reimbursed by CFX. However, CFX is exempt from sales tax billed directly.

5.0 TERM OF CONTRACT AND RENEWAL OPTIONS

Work shall commence upon issuance of the written Notice to Proceed from CFX's Manager of Communication. The term and renewals options shall be as specified in the Contract.

END OF SCOPE OF SERVICES

EXHIBIT B
METHOD OF COMPENSATION
PUBLIC OUTREACH EDUCATION AND MARKETING CONSULTANT SERVICES
CONTRACT NO. 001299

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the Consultant for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract through task orders.

2.0 COMPENSATION

For the satisfactory completion of the services outlined in the Scope of Services, the Consultant will be paid up to a total not-to-exceed amount of \$3,138,000.00 for a three (3) year term. The total amount shall consist of an amount for fixed labor rates of \$2,838,000.00 as quantified in Attachment "1" to this Exhibit. An Allowance for Printing, Expenses, and Media Buys of \$300,000.00 has been set aside to be used as needed to be determined. Consultant will assist CFX with direct procurement media and printing services by providing quotes, proposals and estimate of such services. Consultant shall provide detailed estimates at the onset of each assignment. All expenditures from the Allowance will require specific authorization by CFX before any costs are incurred by the Consultant and paid by CFX. Subcontractor fees for printing and expenses as authorized by CFX, will be passed through the Consultant at cost. Authorized media buys through the consultant will be paid for from the Allowance and passed through the Consultant to CFX at cost with no additional fees (percentage of buy) included.

- 2.1 In general, payment will be made to the Consultant not more than once monthly unless otherwise agreed to by CFX prior to the start of an authorized work assignment. The Consultant shall prepare and submit an invoice to CFX in a format acceptable to CFX. The invoice shall be submitted in duplicate. The Consultant shall have a documented invoice procedure.
- 2.2 CFX has a Purchasing Card Program (PCP) and an EFT wire transfer system in addition to the normal checking process. The Consultant may select at its convenience the appropriate method of payment and coordinate with CFX the payment of the invoices. CFX highly recommends the use of the PCP or the EFT method for the payment of invoices.
- 2.3 Payment for work completed by the Consultant and accepted by CFX under the Allowance for Printing, Expenses and Media Buys will be made not more than once monthly unless otherwise agreed to by CFX prior to the start of an authorized work assignment. No work paid for under the Allowance shall be

performed until written authorization is given, or forwarded via email, to the Consultant by CFX. Any amounts remaining in the Allowance upon completion and acceptance of the project remain the property of CFX and the Consultant acknowledges that it has no entitlement to the remaining funds.

- 2.4 The Consultant shall promptly pay all subcontractors their proportionate share of payment received from CFX.
- 2.5 CFX reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by CFX. Any and all such payments previously withheld shall be released and paid to Consultant promptly when the work is subsequently satisfactorily performed.

3.0 PROJECT CLOSEOUT

The Consultant shall permit CFX to perform, or have performed, a final audit of the records of the Consultant and any or all of its subcontractors to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under the Contract are subsequently properly disallowed by CFX because of accounting errors or charges not in conformity with the Contract, the Consultant agrees that such disallowed amounts are due CFX upon demand. Further, CFX shall have the right to deduct from any payment due the Consultant an amount sufficient to satisfy any amount due and owing CFX by the Consultant under the Contract. Final payment to the Contract will be adjusted for audit results. All media, graphic content and creative assets produced and used for CFX will be the property of CFX and assets will be given in digital form to CFX on an annual basis without additional costs associated.


END OF SECTION

**CONSENT AGENDA ITEM
#15**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Son Nguyen
Risk Manager 

DATE: September 1, 2021

SUBJECT: Approval of Cyber Insurance Policy with
Homeland Insurance Company of New York (Homeland)


In order to obtain insurance on its assets, CFX utilizes an independent insurance broker, HUB Florida Public Risk, Inc. (HUB) for advice and the solicitation and evaluation of proposals for insurance coverage. CFX's current cyber insurance policy with Chubb/ACE American Insurance company (Chubb) expires on October 1, 2021.

HUB marketed CFX's insurance package to Chubb along with: AIG, Ascot, At Bay, AWAC, Beazley, Brit, CFC/Lloyds, Coalition, Corvus, Emergin, Homeland, Hiscox, Ironshore, Philadelphia, Homeland, RSUI, Scottsdale, Somp/Endurance, Tokio Marine, Travelers, Volante Global, and Zurich.

Twenty carriers declined to offer a quote as it did not fit within their various underwriting requirements based on recent ransomware attacks and the volatility of the current cyber market. Chubb offered a renewal, at the same premium, with less coverage. Homeland and Volante Global were the other two carriers that provided a quote.

Board approval is requested to accept HUB's recommendation for cyber insurance with Homeland in a not to exceed amount of \$80,000.00 (which will allow for possible increases or additional product premiums during the policy year) for the coverage period of October 1, 2021 to October 1, 2022.

This policy is included in the OM&A Budget.

Reviewed by: 
Lisa Lumbard
Chief Financial Officer

Executive Summary Cyber Liability Renewal

Central Florida Expressway Authority

Presented: August 25, 2021

Effective: October 1, 2021



Submitted by:

Jim Duncan, CPCU / Samuel Rogers, CPCU / Karen Samuels

HUB Public Risk
1560 Orange Ave., Suite 750
Winter Park, FL

850-205-0265
jim.duncan@hubinternational.com



Executive Summary

HUB Public Risk offers the following Executive Summary and Marketing Results for renewal of your Cyber Liability policy.

2021 Insurance Marketplace for Cyber Liability

In 2020, insurers experienced a spike in ransomware events and massive increase on the dollar impact of these events. While ransomware affects all industries, insurers are managing their exposures in certain hard-hit industry verticals. The Public Sector accounted for 11.6% of reported ransomware losses.

Given these events, the cyber market has gone from hardening to historically hard. Overall, insurers are managing the limits(capacity) they deploy, increasing self-insured retentions, and underwriting more thoroughly and technically. This includes the removal or limitation of previously negotiated coverage.

The following are key developments that the cyber market has experienced:

- Record ransomware activity escalates carrier concerns
- Higher claims trending for ransomware and related business interruption costs
- Historical spike in ransomware attacks with public entity exposure growing by 50%
- Carrier profitability outlook continues to deteriorate in 2021
- Malware increased 358% in 2020
- Phishing attacks account for more than 80% of reported security incidents
- Next Gens supply chain attacks grew 420%
- SolarWinds supply chain cyber event
- Increase in silent cyber – cyber risk that is neither expressly covered nor excluded in insurance policies
- Carriers managing limit deployment by reducing limits, sub-limiting coverages and adding co-insurance provisions

Due to this market outlook, HUB Public Risk has been working with CFX staff since March to prepare for increases in premium, limitations in coverage and making sure internal controls are in place to protect CFX operations and make CFX more attractive to alternate insurers.

Chubb, the current insurer for CFX, announced that they would only be able to offer the following renewal terms:

- Reduced limits from \$5,000,000 to \$1,000,000
- Increase retention from \$50,000 to \$200,000
Increase waiting periods for Business income claims from 8 hours to 18 and 24
- Adding exclusions for loss of tech support, government shutdown, solar winds Orion, and Microsoft exchange vulnerabilities.

In addition to Chubb, HUB’s specialty team approached the following markets:

Tokio Marine	Philadelphia	AIG
Beazley	Ironshore	Zurich
CFC / Lloyds	AWAC	Travelers
Corvus	Sompo/Endurance	Ascot
At Bay	Coalition	RSUI
Hiscox	Brit	Scottsdale
Resilience / Homeland	Emergin	Volante Global

2021 Renewal Results –

Three carriers offered terms. Chubb offered premium at \$23,764 with greatly reduced limits, higher retention and reduced coverage. Resilience / Homeland offer the best terms which are outlined below, including being able to maintain the same limits as 2020. Volante Global offered in indication that was double that of Resilience.

Homeland Insurance Company of New York (Non-admitted) A.M. Best Rating A+ (XV)

Description of Coverage	2020 Expiring Premium	Proposed Premium
Cyber Liability	\$27,305.00	\$76,155.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Coverage/Limits

Description	Expiring Limit	Proposed Limit
Policy Aggregate Limit of Liability	\$5,000,000	\$5,000,000

Covered Costs	Expiring Limit of Liability	Proposed Limit of Liability
Response	\$5,000,000	\$5,000,000
Data Recovery	\$5,000,000	\$5,000,000
Hardware Replacement	Not addressed	\$1,000,000
Reward	Not addressed	\$100,000

Covered Loss	Expiring Limit of Liability	Proposed Limit of Liability
Insured		
From Security Failure	\$5,000,000	\$5,000,000
From System Failure	\$5,000,000	\$5,000,000
From Intentional Shutdown	\$5,000,000	\$5,000,000
Vendor Interruption		
From Vendor Security Failure	\$250,000	\$1,000,000
From Vendor System Failure	\$250,000	\$1,000,000
Extortion	\$5,000,000	\$5,000,000
Reputation	Included	\$1,000,000
Telephone Fraud	\$100,000	\$100,000
Cryptojacking	Excluded	\$100,000
Social Engineering	\$100,000	\$100,000
Invoice Manipulation	\$100,000	\$100,000
Transfer Fraud	\$100,000	\$100,000
Covered Liability		
Data Network	\$5,000,000	\$5,000,000
Bodily Injury	Excluded	\$100,000
Regulatory	\$5,000,000	\$5,000,000
Merchant Services	\$5,000,000	\$5,000,000
Media	\$5,000,000	\$5,000,000

Retentions	Expiring	Proposed
Each Incident or Claim	\$50,000	\$250,000


CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

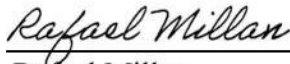
DATE: August 12, 2021


SUBJECT: Approval of Purchase Order to SHI International Corp. for Microsoft Office 365 and Microsoft Dynamics Licenses

Board approval is requested to issue a purchase order to SHI International Corp. in the amount of \$730,711.71 for Microsoft Office 365 and Microsoft Dynamics licenses. This price is in accordance with State of Florida Term Contract #43230000-15-02 and Sourcewell-Technology Catalog Solutions Contract #091419-SHI.

The purchase of the licenses will be used to support Operations Software Update.

This purchase is included in the Five-Year Work Plan and the OM&A Budget.

Reviewed by: 
Rafael Millan
Director of IT



Jim Greer

**CONSENT AGENDA ITEM
#17**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

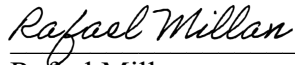
DATE: August 20, 2021

SUBJECT: Approval of Purchase Order to Oracle America, Inc. for Database Software Licenses Update and Support

Board approval is requested to issue a purchase order to Oracle America, Inc. in the amount of \$118,408.79 to continue product support and upgrades for various database software licenses for a one-year period from November 15, 2021 to November 14, 2022.

Oracle America, Inc. has been designated as a single source provider for these services.

This purchase is included in the OM&A Budget.

Reviewed by: 
Rafael Millan
Director of IT


Jim Greer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: August 24, 2020

VENDOR NAME: ORACLE AMERICA INC
VENDOR ADDRESS: PO BOX 71028
Chicago, IL 60694-1028

The software purchased from this vendor is currently used as the database platform for CFX Toll Collection System on both the main Host and backup Host servers as well as on all legacy servers located in the plazas. The software support is purchased directly from the software manufacturer and it includes new software versions, security updates, bug fixes and technical support for troubleshooting problems at no additional cost. Without this maintenance we would be unable to address any potential bug, security vulnerability or problem with the software. Since Oracle is the manufacturer, only they can make modifications to their proprietary software, so there is no other vendor that can provide this support to us.

Jim Greer

Jim Greer

Chief of Technology/Operations

Signature of Procurement Director: *Aneth Williams*

Date: 8/24/2020

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

WWW.CFXWAY.COM 

CONSENT AGENDA ITEM

#18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

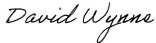
FROM: Aneth Williams 
Director of Procurement

DATE: August 27, 2021


SUBJECT: Approval of Space/Use Agreement with Greater Orlando Aviation Authority (GOAA) for Office Space Rental for Visitor Toll Pass
Contract No. 001831

Board approval is requested to enter into an agreement with GOAA in the amount of \$60,132.50. The agreement will be from October 1 2021 to September 30, 2022. This Agreement supports the Visitor Toll Pass Program at the Orlando International Airport.

This Agreement is included in the OM&A Budget.

Reviewed by: 

David Wynne
Director of Toll Operations



Jim Greer

SPACE/USE AGREEMENT

THE GREATER ORLANDO AVIATION AUTHORITY, hereinafter referred to as "Authority," by its execution hereof, hereby authorizes the following person or entity, hereinafter referred to as "Company" to conduct business at Orlando International Airport, hereinafter referred to as "the Airport," for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Company** The name, address and telephone numbers of the Company hereunder are as follows:

Company:

Name:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY		
Address:	4974 ORL Tower Road		
	Orlando, Florida 32807		
Contact:	David Wynne, Director of Toll Operations		
Telephone:	407-690-5000	Fax:	407-690-5011
Cell phone:		Other:	
E-mail:	David.Wynne@CFXWay.com		

Financial Billing Contact(s):

Name:	Michael Carlisle, Director of Accounting & Finance		
Address:	4974 ORL Tower Road, Orlando, Florida 32807		
Telephone:	407-690-5361	Fax:	407-690-5031
Cell phone:		Other:	
E-mail:	Michael.Carlisle@CFXWay.com		

24 Hour Emergency Contacts – Minimum of 2 Contacts Required

Name & Title:	David Wynne, Director of Toll Operations		
Address:	4974 ORL Tower Road, Orlando, Florida 32807		
Telephone:	407-690-5000	Fax:	407-690-5011
Cell phone:	407-509-5007	Other:	
E-mail:	David.Wynne@CFXWay.com		

Name & Title:	Fred Nieves, Manager of E-PASS and Plaza Operations		
Address:	4974 ORL Tower Road, Orlando, Florida 32807		
Telephone:	407-690-5142	Fax:	407-690-5011
Cell phone:	407-948-5126	Other:	
E-mail:	Fred.Nieves@CFXWay.com		

Insurance Contact

Name & Title:	Son Nguyen, Risk Manager		
Address:	4974 ORL Tower Road, Orlando, Florida 32807		
Telephone:	407-690-5376	Fax:	407-690-5031
Cell phone:		Other:	
E-mail:	Son.Nguyen@CFXWay.com		

2. Space to be Occupied

Company is authorized to use the space at the Airport described in Paragraph A-1 of Attachment A.

3. Consideration-Space Rental

In consideration for the rights granted hereunder by Authority, Company hereby agrees to pay to Authority monthly, in advance, on the first (1st) day of each calendar month during the term hereof, the sum shown in Paragraph A-2 of Attachment A plus any and all sales or use taxes due thereon. Authority reserves the right to make adjustments to the rental due hereunder annually, effective October 1, upon written notice and, at any other time upon at least thirty (30) days prior written notice to Company; provided, however, Company reserves the right to terminate this Agreement upon thirty (30) days written notice of receipt of any such increase in the rental due, by notifying the Authority in writing of such intention.

All payments due hereunder shall be remitted to the Chief Financial Officer, Greater Orlando Aviation Authority, One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399; without demand, set-off or deduction.

In the event that the term of this Agreement shall commence or end on any day other than the first and last day, respectively, of a calendar month such consideration due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof.

4. Term

This Agreement is effective, from the Effective Date (as defined in Paragraph A-3 of Attachment A), to permit use or occupancy for the period stated in Paragraph A-3 of Attachment A, as the initial term (the "Initial Term"), and shall automatically renew after the expiration of each preceding term for an Additional Term of twelve months commencing on the date of expiration of the prior term, unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, either party hereto shall have the right to terminate this Agreement prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days prior written notice of its intention to do so.

5. Amount of Insurance Required

Commercial general liability, automobile liability, and workers compensation and employer's liability insurance is required to be carried by Company under subparagraphs J (1) and J (2) hereof. The amounts of coverage are specified in Paragraph A-4 of Attachment A.

6. Security Deposit

The amount of the security deposit to be held subject to the provisions of Paragraph S hereof is shown in Paragraph A-5 of Attachment A. **N/A**

7. Turn-In Fee

The amount of the non-refundable turn-in fee to be held subject to the provisions of Paragraph T hereof is shown in Paragraph A-6 of Attachment A. **N/A**

8. Utility and Service Charges

Except as otherwise expressly shown in Paragraph A-7 of Attachment A, Company shall be responsible for all utility and service charges.

9. Additional Terms and Conditions

Company does hereby further agree to abide by all of the Terms and Conditions attached hereto. Special terms and conditions are shown in Paragraph A-8 of Attachment A.

10. Amendments

Amendments to this Agreement may be made by a revision of Attachment A and executing a numbered and dated Letter of Amendment.

ATTACHMENT A

A-1. Space to be Occupied

Refer to Exhibit "A" to Attachment A.

A-2. Space Rental Charge

Refer to Exhibit "B" to Attachment A.

A-3. Term

The Initial Term of use and occupancy permitted under this Agreement will commence on **October 1, 2021** (the "Effective Date") and expire on **September 30, 2022**.

A-4. Insurance Requirements

In accordance with Authority's policy and procedures the minimum coverage required is:

Automobile liability	\$1,000,000 or \$5,000,000 if AOA access required.
Commercial General Liability	\$1,000,000 or \$5,000,000 if AOA access required.
Workers Compensation	As required by the laws of Florida.
Employer's Liability	Not less than \$100,000 "each accident", \$500,000 "disease-policy limit" and \$100,000 "disease-policy – each employee"

Evidence of current coverage is to be kept on file with the Authority or its designated agents.

A-5. Amount of Security Deposit

Refer to Exhibit "B" to Attachment A.

A-6. Amount of Turn-In Fee

Refer to Exhibit "B" to Attachment A.

A-7. Utility & Service Charges

Utility/Service	Company	Authority	Comments
Electricity		✓	Service provided by Authority and included in the terminal rental rate.
Telephone	✓		Company responsibility.
Water		✓	Service provided by Authority and included in the terminal rental rate.
Sewer		✓	Service provided by Authority and included in the terminal rental rate.
Janitorial		✓	Service provided by Authority and included in the terminal rental rate.
Trash Removal		✓	Service provided by Authority and included in the terminal rental rate.
Pest Control		✓	Service provided by Authority and included in the terminal rental rate.

The Utility and Service Charges provided by Authority shall mean those areas in the Terminal. Space at the Airport, but not in the Terminal that are leased hereunder are not be included in services provided by Authority.

A-8. Special Conditions

1. The use permitted hereunder is for office space and storage of Company's merchandise and supplies.
2. Notwithstanding any other provisions in this agreement, the security deposit is waived.

TERMS AND CONDITIONS

A. Maintenance of Assigned Space

Company accepts the space, if any, assigned under Attachment A hereof, hereinafter referred to as "Assigned Space," in its present condition, "as is". Notwithstanding the obligations set forth in Paragraph A-7 of Attachment A hereof, Company shall be responsible to maintain and repair the Assigned Space and to keep the Assigned Space in good, clean and attractive condition. Unless expressly included in the rates specified in Attachment A, Company shall promptly pay or reimburse Authority for the cost of any and all maintenance, replacement and repair which may be required to restore or repair the Assigned Space and any of its fixtures, equipment and mechanical systems as a result of the neglect by, or loss or damage caused by, Company or any of its officers, employees, agents, invitees or licensees, or which otherwise results from Company's use or occupancy of the Assigned Space, reasonable use and wear excepted. Authority shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Assigned Space and the fixtures, equipment and mechanical systems located therein, and the term of this Agreement shall not be extended nor shall there be any abatement of the sums payable to Authority hereunder by reason thereof. The performance of maintenance and repair by the Authority shall in no event be construed as a waiver of the Company's duty to maintain and repair as herein provided. Notwithstanding the foregoing, Authority shall provide pest control and janitorial service to the Assigned Space. Company shall reimburse Authority for the fees and charges associated with such services within thirty (30) days after receipt of an invoice therefor from Authority. Unless Authority's written approval has been first obtained in each instance, Company shall not post any signs in the Assigned Space or at the Airport which are in public view, nor shall Company make any alterations, additions, decorations, improvements, or structural changes in or to the Assigned Space, or alter the point of supply of any utilities therein.

B. Company's Property

Any and all property belonging to, or brought onto the Airport by, Company or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of Company. Subject to Authority's right of approval as set forth in Paragraph A hereof, Company may place and install trade fixtures and other personal property in the Assigned Space for use in connection with its operations hereunder, and the same shall be and remain the property of Company. Company shall, however, be responsible for the cost of repairing any damage to the Assigned Space or any other improvements of Authority which are caused by the removal of any such trade fixtures and personal property. Notwithstanding the foregoing, however, if Company shall at any time be in default hereunder, then Authority shall have the benefit of any statutory liens on Company's property located in the Assigned Space which are available to it under the laws of the State of Florida, and Company shall not remove or permit the removal of any of such property until all amounts secured by such liens have been paid and all other defaults under this Agreement have been cured.

C. Authority's Right to Enter

Authority and its designated agents shall have the right to enter the Assigned Space at any reasonable time after reasonable prior notice to the Company if feasible under the circumstances, for inspection, maintenance, repair, attending to emergencies or any other reasonable purpose.

D. Utilities

Unless expressly provided otherwise herein, Company shall be responsible for obtaining and paying for all utilities (including, without limitation, electricity, water, sewer, and telephone) used or consumed in the Assigned Space.

E. Access

Company and its officers, employees, agents and invitees shall, subject to the reasonable rules and regulations of the Authority, have the right of ingress and egress to and from the Assigned Space.

F. Taxes and Assessments

Company shall pay, on or before the due date established therefor, all taxes, assessments (including, without limitation, storm water utility charges) and impact fees which are levied against or in connection with the Assigned Space, Company's interest therein and the property and improvements of Company for the term hereof or attributable to Company's activities at the Assigned Space or at the Airport. If the term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Agreement commences on a date other than the first day of such tax year, Company shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days that the Assigned Space was leased to tenants (excluding any tenant performing a governmental, municipal or public purpose or function or which uses the Assigned Space exclusively for literary, scientific, religious or charitable purposes) during such tax year. If this Agreement is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Company shall pay a percentage of the assessment calculated by dividing the number of days this Agreement was in effect during that assessment period by the total number of days in the assessment period. Company's obligations under this Paragraph F shall survive the expiration or earlier termination of this Agreement. Nothing contained herein shall be construed as a release or waiver on the part of Authority, as a political subdivision of the State of Florida and the City of Orlando ("City"), or on the part of the City, of the right to assess, levy or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which they, or either of them, may lawfully impose on the business or property of Company.

G. Rules and Regulations

Company covenants and agrees to observe and comply with all reasonable rules and regulations of Authority which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport and the use of its facilities. Company further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly-constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to Company, the Assigned Space or the Airport. Company agrees to pay or reimburse Authority for any fines which may be assessed against Authority as a result of the violation by Company of any applicable security regulation at the Airport, which payment shall be made by Company within fifteen (15) days from receipt of Authority's invoice for such amount and documentation showing that payment of such fine is Company's responsibility hereunder.

H. Indemnification

To the extent permitted by law under Section 768.28, Florida Statutes, Company shall indemnify, defend and hold completely harmless Authority, the City and the members (including, without limitation, all members of the governing board of Authority, the Orlando City Council and the advisory committees of each), officers, agents and employees of each, (the "Indemnified Parties") from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities (including statutory liability and liability under Workers' Compensation Laws), and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and Attorneys' Fees) which may be incurred by, charged to or recovered from any of the foregoing (a) arising directly or indirectly out of the use, occupancy or maintenance of the Assigned Space, including any Improvement thereto, or Company's operations at the Airport or in connection with any of Company's rights and obligations contained in this Agreement, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises as a result of any act or omission on the part of the Company or its officers, partners, employees, agents, contractors, subcontractors, or licensees, regardless of where the damage, injury or death occurred, unless such claim, suit, demand, judgment, loss, cost, fine, penalty, damage, liability or expense was proximately caused solely by Indemnified Parties' negligence or by the joint negligence of Authority the Indemnified Parties and any person other than Company or Company's officers, partners, employees, agents, contractors,

subcontractors, licensees or invitees or (b) arising out of the failure of Company to keep, observe or perform any of its obligations under this Agreement. Authority shall give Company reasonable notice of any suit or claim for which indemnification will be sought under this Paragraph H and allow Company or its insurer to compromise and defend the same to the extent of its interests (subject to the Authority's right to approve any proposed settlement, which approval shall not be unreasonably withheld) and reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this Paragraph H, Company shall use counsel reasonably acceptable to Authority. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Company's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, F.S.

The foregoing provisions of this Paragraph H are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which Authority otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by Company under this Agreement.

I. Waiver of Damage

Company hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Assigned Space or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of Authority or its officers, agents, employees, subcontractors or suppliers.

J. Insurance Requirements

Company shall, at its own cost and expense, purchase and maintain throughout the term of this Agreement the following insurance:

(1) Automobile liability insurance (any auto, including owned autos, non-autos and hired autos), and Commercial general liability insurance (including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury coverage, as applicable), protecting Company, the Greater Orlando Aviation Authority and the City of Orlando, and the members (including, without limitation, members of Authority Board and the City Council, and members of the citizens advisory committees of each), officers, agents and employees of each, all of whom shall be named as additional insureds, from and against any and all liabilities arising out of or relating to Company's use or occupancy of, or the conduct of its operations on, the Assigned Space and any improvements thereto, and on the Airport, in such form and with such Company or companies as the Authority may reasonably approve, with a combined single limit (or its equivalent) per occurrence of not less than the amount set forth in Paragraph 5 hereof, with a deductible in accordance with the Authority's policies and procedures in effect from time to time or otherwise reasonably acceptable to the Authority, with a waiver of any right of subrogation that the insurer may have against the Authority and the City, with contractual liability coverage for Company's covenants to and indemnification of the Authority and the City under this Agreement, and with the insurance Company obligated to use counsel reasonably acceptable to the Authority in carrying out its obligations to the Authority and the City. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance Authority may possess, including any self-insured retention or deductible Authority may have, and that any other insurance Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance. Notwithstanding the foregoing, Company may elect to self-insure its automobile liability insurance and commercial general liability insurance coverage, and shall provide evidence of such self-insurance to the Authority; and

(2) Workers compensation insurance as required by the laws of Florida; provided, however, that Company may self-insure its workers compensation liability, if in compliance with Florida law. Employers Liability coverage is also required with limits of liability not less than \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease-each employee. At least three (3) businessdays prior to the commencement of the term of this Agreement and at least thirty (30) days prior to the expiration of any policy or policies theretofore provided hereunder by Company, Company shall cause a certificate or certificates of insurance to be furnished to Authority evidencing all such coverage, and such certificate shall provide that the policy or policies will not be cancelled nor the limits thereunder be materially changed without first providing at least thirty (30) days' written notice thereof to Authority.

K. Assignment and Subletting

Company shall not assign this Agreement or any of the rights granted to it hereunder or sublet the Assigned Space or any portion thereof without the prior express written consent of Authority in each instance, which may be granted or withheld in the Authority's sole discretion.

L. Default

In the event that Company shall fail to remit any payment due to Authority under Paragraph 3 hereof, or shall fail to submit any financial report required to be submitted in connection therewith, within five (5) days after the same shall become due, or in the event that Company or any of its officers, employees, agents, invitees or licensees violates any other term, covenant or condition of this Agreement and such violation continues or reoccurs after Authority has given written notice thereof to Company, the Authority shall have the right to declare the entire balance of the consideration due to Authority under Paragraph 3 of this Agreement due and payable forthwith; or Authority may elect to terminate this Agreement and resume possession of the Assigned Space, thereafter using the same for its own purposes without having to account to Company therefor; or Authority may elect to retake possession of and relet the Assigned Space as agent for the Company, collecting and applying the proceeds first, toward the payment of all costs and expenses incurred in connection with such reletting, and next, toward the payment of any consideration and other charges due Authority under this Agreement, in which event Company shall be responsible for paying any deficiency to Authority. In addition, Authority shall have any and all other rights or remedies available to it as a landlord under the applicable laws of the State of Florida by reason of any such default. Company hereby expressly waives any notice of default from Authority as a prerequisite to surrender of possession of the Assigned Space, including, without limitation, the three-day notice provided for under Section 83.20, Florida Statutes.

M. End of Term

At the end of the term or upon the earlier termination of this Agreement, Company shall deliver to Authority possession of the Assigned Space and all of the fixtures and equipment of Authority in their original condition in all respects, reasonable use and wear excepted, and Company agrees to reimburse Authority for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition; provided, however, in the event Company has caused any alterations or improvements to be made to the Assigned Space, including but not limited to the addition, relocation or removal of partitions and doorways (which such alterations or improvements shall be made at Company's cost and only with the prior express written approval of Authority in each instance), the Authority may elect, with respect to each such alteration or improvement, to accept it as it was at the time it was made or constructed, reasonable use and wear excepted, or to require the same to be restored to its original condition at Company's expense.

N. Holding Over

It is agreed that if Company, or any assignee or sublessee thereof, shall continue to occupy the Assigned Space after the termination of this Agreement (including a termination under Paragraph M hereof) without the prior written consent of Authority, then such tenancy shall be a tenancy-at-sufferance, the Authority shall be entitled to double the monthly rent specified in Paragraph 3 hereof, and acceptance by Authority of any sums after any such termination shall not constitute a renewal of this Agreement or a

consent to such occupancy, nor shall it waive Authority's right of re-entry or any other right available to it under the laws of Florida or the provisions of this Agreement.

O. Costs and Attorneys' Fees

To the extent permitted by law under Section 768.28, Florida Statutes, in the event that Authority elects to engage the services of an attorney to collect any sums due hereunder from Company, or in the event the Authority is the prevailing party in any action to enforce any provision of this Agreement or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, Company shall reimburse Authority for all reasonable costs, attorneys' fees and all other actual expenses incurred by the Authority in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses. In the event that the Company requests any amendment or change to this Agreement or the Authority's consent to any assignment hereof or subletting hereunder, Company shall pay the Authority's legal fees and costs associated therewith, including attorneys', paralegals' and legal support personnel fees, costs and expenses.

P. Notice

Any notice permitted or required to be given to Company hereunder shall be in writing and delivered either by electronic mail, or by hand, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the address contained in Paragraph 1 of this Agreement or such other address as Company may, by written notice, direct from time to time. Any notice permitted or required to be given to Authority hereunder shall be in writing and delivered either by electronic mail, or by hand to the Office of the Chief Executive Officer, Orlando International Airport, Orlando, Florida, provided Company obtains a written acknowledgment of receipt therefor from Authority, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Greater Orlando Aviation Authority
Attention: Chief Executive Officer
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

All notices required or permitted to be given to the Company hereunder shall also be in writing and delivered to it by courier service providing a written record of the date of delivery or United States certified mail, postage prepaid, return receipt requested addressed to:

Central Florida Expressway Authority
Attention: David Wynne
4974 ORL Tower Road
Orlando, Florida 32807

Either party may change its address for purposes of this paragraph by written notice similarly given.

Q. Sums Paid by Authority

If Authority has paid any sum or sums or has incurred any obligation or expense which Company has agreed to pay or reimburse Authority for, or if Authority is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of Company to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional rent due hereunder and Company shall reimburse Authority therefor promptly upon demand.

R. Interest on Sums Due Authority

Any sums payable by Company to Authority under any provision of this Agreement which are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date the same became due and payable until paid.

S. Security Deposit

If a security deposit is required under Paragraph 6 hereof, it is based on a minimum of three (3) months' rent and taxes as applicable. Company shall deposit such sum with Authority upon execution of this Agreement, and such sum shall be retained by Authority as security for the faithful performance of Company's obligation hereunder and under all other agreements between the Company and Authority and all other obligations owed to Authority. At Authority's discretion, this amount may be increased or decreased based on Company's payment history. Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Company, or to the cost of restoring the Assigned Space or its furnishings, fixtures or equipment to their original condition, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, Company shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Company's failure to do so within five (5) days after its receipt of such demand shall constitute a default under this Agreement. Following termination of this Agreement, any unapplied portion of the security deposit shall be returned to Company, without interest, within sixty (60) days. The Authority will not pay interest on any security deposit. The Authority reserves the right to increase the amount required for the security deposit in connection with any adjustment to space rental as contemplated in Paragraph 3 hereof.

T. Turn-in Fee

Under Paragraph 7 hereof, Company shall deposit such sum with the Authority upon execution of this Agreement, and such sum shall be retained by the Authority as a non-refundable turn-in fee to cover the cost of painting, patching and cleaning the floor covering (carpet or tile) within the Assigned Space. The amount of such turn-in fee will be computed by Authority's Maintenance Department based on a per square foot cost and shall be non-refundable.

U. Brokerage Commissions

Unless expressly provided otherwise herein, Company warrants that no real estate commission is payable by Authority to any person or entity in connection with this Agreement, and to the extent permitted by law under Section 768.28, Florida Statutes, Company does hereby agree to indemnify, defend and hold completely harmless Authority from and against any and all liabilities, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) incurred by Authority as a result of any claims therefor.

V. Authority's Reserved Rights

(1) Authority reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Space and to grant necessary utility easements therefor.

(2) Authority reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Company for loss of business or damages of any nature whatsoever to Company occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the Authority or its employees, agents

or contractors, and (b) to establish such fees and charges for the use of the Airport by Company and all others as Authority may deem advisable.

(3) Company covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, Company shall promptly consent in writing to such modifications.

W. Discrimination Not Permitted

(1) **General Civil Right Provisions.** Company agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Company transfers its obligation to another, the transferee is obligated in the same manner as Company. This provision obligates Company for the period during which the property is owned, used or possessed by the Company and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

(2) **Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company"), agrees as follows:

i. **Compliance with Regulations:** The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

ii. **Nondiscrimination:** The Company, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

iii. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Company of the Company's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

iv. **Information and Reports:** The Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Aviation Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Company will so certify to the Aviation Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

v. **Sanctions for Noncompliance:** In the event of the Company's or a contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Aviation Authority

will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Company under the contract until the Company complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

vi. **Incorporation of Provisions:** The Company will include the provisions of subparagraphs one through six, above, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Company will take action with respect to any subcontract or procurement as the Aviation Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the Aviation Authority to enter into any litigation to protect the interests of the Aviation Authority. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.

(3) Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- ii. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iv. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- v. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- ix. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq)

X. Federal Aviation Administration Requirements

(1) Company shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(2) Authority reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Assigned Space, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

(3) Company expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Assigned Space in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) Company agrees to require any lights in the Assigned Space to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.

(5) Company expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Assigned Space which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(6) Company agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

(7) The Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR, Part 23, Subpart F. The Company also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and to cause those businesses to similarly include the statements in further agreements.

Y. Foreign Trade Zone Requirements

If the assigned space is located within a building that is actively used for Foreign Trade Zone business, Company further covenants and agrees that it will be bound by the provisions of the applicable Tariff governing the operation of Foreign Trade Zone #42, including all changes and addenda thereto or reissues thereof, which such tariff is by reference made a part hereof.

Z. Hazardous Materials

(1) **Definitions** As used herein, the following terms shall have the meanings hereinafter set forth:

i. **"Environmental Laws"** shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

ii. **"Hazardous Materials"** shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), and any successor statutes, as same may be amended from time to time, or pursuant to Chapters 376 and 403, Florida Statutes and any successor statutes, as same may be amended from time to time; any "hazardous waste" listed pursuant to Section 403.72, Florida Statutes, and any successor statutes, as same may be amended from time to time, or any waste which conforms to the criteria for hazardous material adopted by the Authority; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Authority's rules and regulations.

iii. **"Release"** when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

(2) **Company's Agreement** Company agrees that neither it nor its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport; provided that Company may use such substances as are customarily used in aviation so long as such use is in strict compliance with all applicable Environmental Laws and the Authority's rules and regulations.

(3) **Environmental Indemnity** To the extent permitted by law under Section 768.28, Florida Statutes, Company shall indemnify, defend and hold harmless the Authority and the City from and against any and all loss, damage, cost or expense (including attorneys fees) arising during or after the term of this Agreement as a result of or arising from (i) a breach by Company of its obligations contained in subparagraph Z(2) above, or (ii) any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of Company, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees.

(4) **Environmental Audit** Upon reasonable notice to Company, the Authority may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of Company's operations in the leased space or originating from the Company's leased space to determine whether Company has breached its obligations under subparagraph Z(2) above. Company shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Company.

AA. **Miscellaneous**

(1) the paragraph headings contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(2) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for Company's right to possession of the Assigned Space, the rights granted under this Agreement are non-exclusive.

(3) Except as expressly prohibited herein, the provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

(4) Time is expressed to be of the essence of this Agreement.

(5) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(6) No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of Company hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of Authority's Board and members of Authority's citizens advisory committees), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefor or otherwise, or any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

(7) Company represents and warrants to Authority that, to the best of its knowledge, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Authority has any material interest, either directly or indirectly, in the business of Company to be conducted hereunder.

(8) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. This Agreement may be altered or amended only by written instrument executed by both parties hereto.

(9) As required by Florida law, Authority hereby includes the following notifications as part of this Agreement:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

PUBLIC ENTITY CRIMES: Section 287.133(2)(a), Florida Statutes, provides that:

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

(10) Company hereby consents to the jurisdiction of the courts of the State of Florida and of the Federal District Court for the Middle District of Florida with respect to any action instituted by the Authority and arising against Company under this Agreement, and waives any objection which Company may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Company. Company further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Company under this Agreement.

(11) **Tax Exempt Status of the Authority's Revenue Bonds:** Company agrees to promptly comply with any applicable provisions of any federal tax statute, and all regulations or other binding authority promulgated or decided thereunder, as required to permit the Authority's capital expansion projects to be planned and constructed by the Authority with revenue bonds the interest on which is generally exempt from federal income taxation, other than any applicable individual or corporate alternative minimum taxes (and other than during any period while such revenue bonds are held by a "substantial user" of the projects financed by such revenue bonds or a "related person" to a "substantial user"), including, without limitation, the execution by Company and delivery to the Authority on the date of execution of this Agreement of an election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport System in the Tax Election Form, attached hereto as Exhibit "C." Such exhibit shall be deemed to be a part of this Agreement and shall be binding upon Company, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

By: _____

By: _____
Phillip N. Brown, A.A.E.
Chief Executive Officer

Date: _____, 2021

ATTEST:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____, 2021

Date: _____, 2021

OR

Reviewed and Approved by CFX Legal
08/26/2021

WITNESSES:

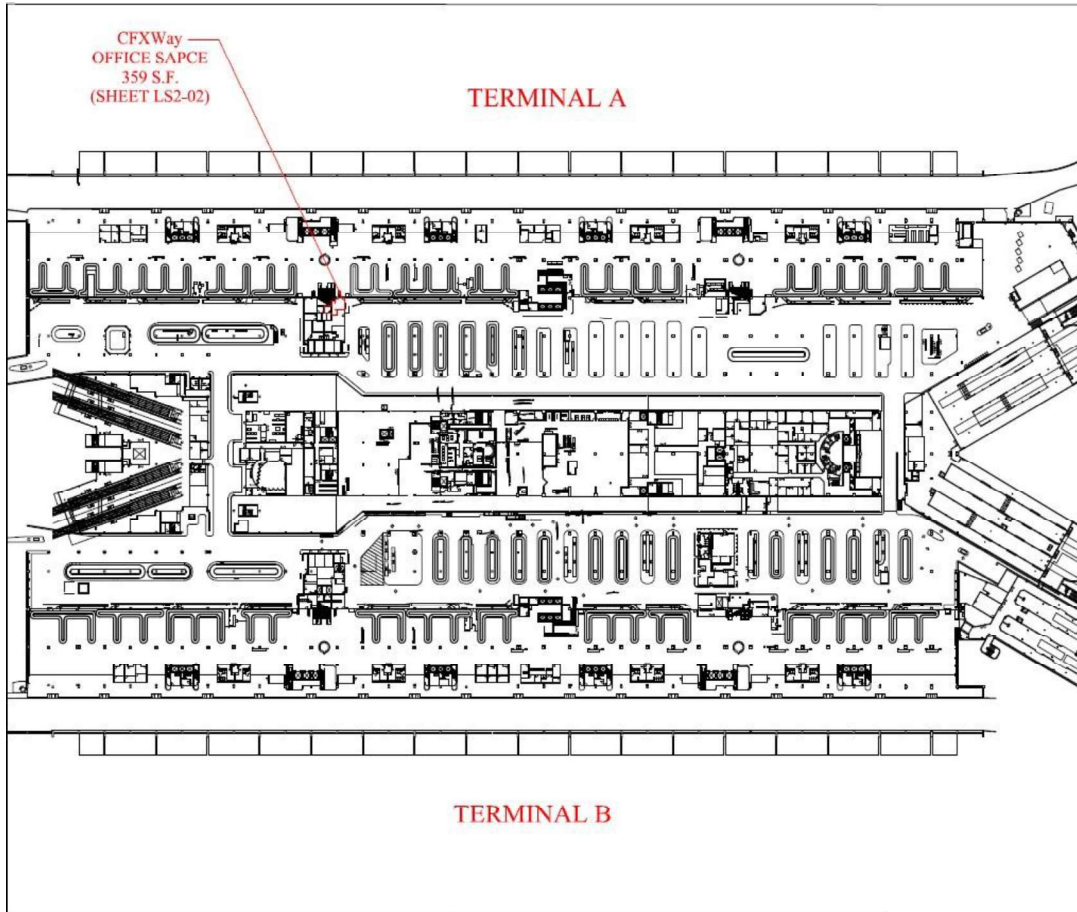
Printed Name: _____

Date: _____, 2021

Printed Name: _____

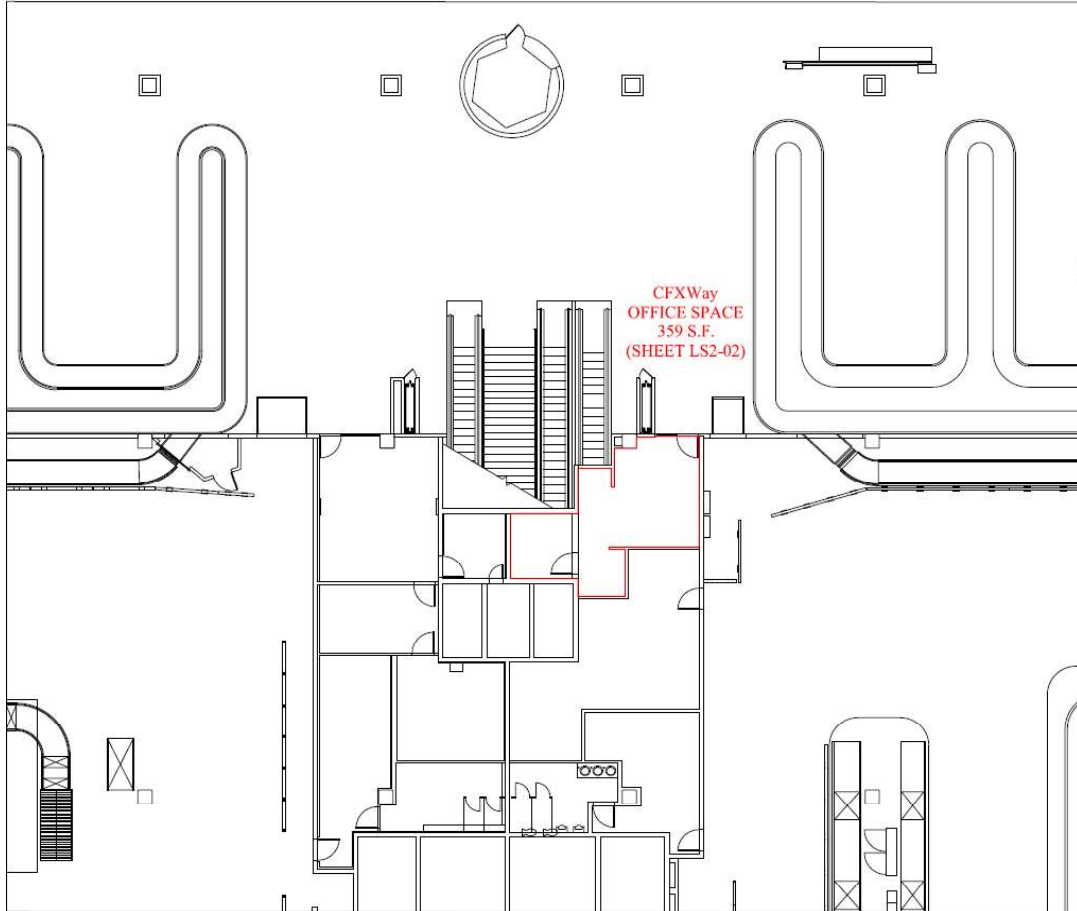
Date: _____, 2021

EXHIBIT "A"
SPACE TO BE OCCUPIED




ORLANDO INTERNATIONAL AIRPORT
LANDSIDE LEVEL 2
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
OFFICE SPACE
SCALE: 1" = 150'-0"
SCHENKEL SHULTZ ARCHITECTURE
drawn: DM
checked: AF
date: 12-03-20
comm. no.: 2001703

EXHIBIT A
LS2-01



ORLANDO INTERNATIONAL AIRPORT

LANDSIDE LEVEL 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

OFFICE SPACE

SCALE: 1/16" = 1'-0"

SCHENKELSHULTZ
ARCHITECTURE

drawn: CM
checked: AR
date: 12-03-20
comm. no.: 2021703

EXHIBIT A
LS2-02

EXHIBIT "B"
SPACE RENTAL CHARGE

<u>Location</u>	<u>Class</u>	<u>Sales Tax</u>	<u>SF</u>	<u>Rate Per SF</u>	<u>Twelve Month Rate</u> (Applicable sales tax not included)	<u>Monthly Rate</u> (Applicable sales tax not included)
Level 2, A Side NTLS.ZNC.02.2645	IV	N/A	359	\$167.50	\$60,132.50	\$5,011.04

A-2 SPACE RENTAL CHARGE

TWELVE MONTH TERM: \$60,132.50

MONTHLY: \$5,011.04

A-5 SECURITY DEPOSIT: **N/A**

A-6 AMOUNT OF TURN-IN FEE: **N/A**

EXHIBIT "C"
TAX ELECTION FORM

ELECTION BY LESSEE, SERVICE CONTRACTOR, MANAGEMENT CONTRACTOR OR OTHER CONTRACTING PARTY (THE "CONTRACTING PARTY")

DESCRIBED IN I.R.C. §142 (b) (1) (B) NOT TO CLAIM DEPRECIATION OR AN INVESTMENT CREDIT WITH RESPECT TO SUCH PROPERTY

1. Description of Property:

New and expanded Airline Terminal Facilities at Orlando International Airport, excluding only the equipment, trade fixtures and leasehold improvements which Contracting Party represents and warrants will be paid for with its own funds and not reimbursed by the Aviation Authority, such equipment, trade fixtures and leasehold improvements to be described on Schedule "A", executed by Contracting Party and the Aviation Authority and attached to this election promptly following completion of the Contracting Party's work.

2. Name, Address and Taxpayer Identification Number of the Contracting Party:

Taxpayer Identification Number: _____

3. Name, Address and Taxpayer Identification Number of the Issuing Aviation Authority

Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32837-4399

Taxpayer Identification Number: 59-1696799

The Property was constructed with tax exempt bonds, therefore, the Contracting Party understands that this Election is irrevocable, and that this Election is binding on all successors in interest under the Contract regardless of whether the obligations issued to provide the Property remain outstanding. Furthermore, the Contract, and any publicly recorded document recorded in lieu of such Contract, states that neither the Contracting Party nor any successor in interest under the Contract may claim depreciation or an investment credit with respect to the Property.

In addition, Contracting Party agrees that it shall not use any portion of the Premises for office space or alternatively (and subject to the terms of its Contract with the Greater Orlando Aviation Authority), shall limit its use of any portion of such Property for such office space so that no more than a de minimis amount (not

more than five percent (5%), if any, of the functions to be performed in such office space will not be directly related to the day-to-day operations either at the Property or more generally at Orlando International Airport. Contracting Party agrees that this provision shall be binding upon any assignees, sublessees or other successors in interest.

The Issuing Aviation Authority is being provided with a copy of this Election concurrent with its execution. In addition, the Issuing Aviation Authority and the Contracting Party will retain copies of this Election in their respective records for the entire term of the Contract.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Printed Name _____


Title _____

**CONSENT AGENDA ITEM
#19**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: August 17, 2021

SUBJECT: Approval of Second Contract Renewal with 4 Corner Resources, LLC for Information Technology Staffing Services Contract No. 001347

Board approval is requested for the second renewal of the referenced contract with 4 Corner Resources, LLC in the amount of \$650,000.00 for one year beginning on October 3, 2021 and ending October 2, 2022. The original contract was for three years with two one-year renewals.

This contract provides a pool of IT personnel.

Original Contract	\$2,063,000.00
Amendment No. 1	\$ 0.00
First Renewal	\$ 0.00
Second Renewal	<u>\$ 650,000.00</u>
Total	<u>\$2,713,000.00</u>

This contract is a component of projects included in the Five-Year Work Plan and the OM&A Budget.

Reviewed by: 

Rafael Millan
Director of IT



Jim Greer

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001347**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 9th day of September 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and 4 Corner Resources, LLC, hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, CFX and the Contractor entered into that certain Contract Agreement dated September 7, 2017, whereby CFX retained the Contractor to provide information technology staffing services; and

WHEREAS, pursuant to Article 2.10 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term.** CFX and Contractor agree to exercise the second renewal of said Original Agreement, which renewal shall begin on October 3, 2021 and end on October 2, 2022 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term.** The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement in an amount up to \$650,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures.** This Renewal 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.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

4 CORNER RESOURCES LLC

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on this
__ day of _____, 2021 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001347**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 10th day of September 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and 4 Corner Resources LLC, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, CFX and the Contractor entered into that certain Contract Agreement dated September 7, 2017, whereby CFX retained the Contractor to provide information technology staffing services; and

WHEREAS, pursuant to Article 2.10 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Original Agreement, which renewal shall begin on October 3, 2020 and end on October 2, 2021 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "B"** of the Original Agreement in an amount up to \$0.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal 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.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

4 CORNER RESOURCES LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *[Signature]*
Print Name: Peter Parebski
Title: Operations Manager

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.09.25 15:10:19 -04'00'
Aneth Williams, Director of Procurement

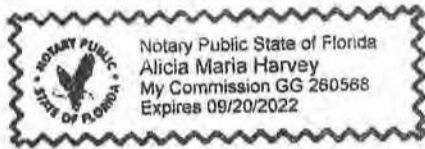
ATTEST:  Notary Public State of Florida
Alicia Maria Harvey
My Commission GG 260568
Expires 09/20/2022
Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 17th day of September, 2020 for its exclusive use and reliance.

By: *[Signature]*
Print Name: Sacey Haley

By: Woody Rodriguez Digitally signed by Woody Rodriguez
Date: 2020.09.22 08:30:52 -04'00'
Diego "Woody" Rodriguez, General Counsel

By: *[Signature]*
Print Name: Alicia Harvey



**AMENDMENT NO. 01 TO
CONTRACT NO. 001347**

This Amendment is made and entered this 27 day of October 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX", and 4 CORNER RESOURCES, LLC, registered and authorized to conduct business in the State of Florida, whose principal place of business is 135 E. Colonial Drive, Suite 200, Orlando, FL 32801, hereinafter "CONTRACTOR."

WITNESSETH:

2017 OCT 30 AM 11:57

WHEREAS, CFX and 4 CORNER RESOURCES, LLC, entered into a cooperative purchase agreement on September 7, 2017, referred to as Contract No. 001347;

WHEREAS, subsequent to the execution of the original Agreement, scrivener's errors were identified in the Agreement and the corresponding Pricing attachment;

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to amend the Agreement and the corresponding Pricing attachment; and

NOW, THEREFORE, the parties agree as follows:

1. The fourth paragraph within the recitals of the Agreement is hereby deleted in its entirety and replaced with the following:

"WHEREAS, on or about March 1, 2017, the CONTRACTOR entered an agreement with State of Florida Department of Management Services (DMS) under its Contract No. 80101507-SA-15-01 to provide substantially the same services as required by CFX; and,"

2. In the fifth and sixth paragraphs within the recitals, the term "City" is hereby deleted and replaced with "State".
3. The Pricing sheet attached to the Agreement is hereby deleted and replaced with the attached pricing sheet identified as Exhibit "A" hereto.

AREA INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this Amendment by their duly authorized signatures.

4 CORNER RESOURCES, LLC:

By: *[Signature]*

Print Name: Peter Porebski

Title: Operations Manager

Date: 10/24/17

ATTEST: *[Signature]* (Seal)



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *[Signature]*
Director of Procurement

Print Name: Aneth Williams

Date: 11/2/17

Approved as to form and execution, only.

[Signature]
General Counsel for the CFX

2017 OCT 30 AM 11:58

2017 OCT 5 PM 3:44

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
4 CORNER RESOURCES, LLC**

INFORMATION TECHNOLOGY SERVICES

CONTRACT NO. 001347

**CONTRACT DATE: September 7, 2017
CONTRACT AMOUNT: \$2,063,000.00**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
INFORMATION TECHNOLOGY SERVICES
CONTRACT NO. 001347**

This Contract is made this 7th day of September, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and 4 CORNER RESOURCES, LLC, 135 E. Colonial Drive, Suite 200, Orlando, FL 32801, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Central Florida Expressway Authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide information technology services; and,

WHEREAS, on or about November 15, 2016, the CONTRACTOR entered an agreement with State of Florida Department of Management services (DMS) under its Contract No. 973-561-10-1 to provide substantially the same services as required by CFX; and,

WHEREAS, a Request for Proposals seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with DMS for substantially the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by the City; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in its contract with the City, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX

2. CONTRACT TERM AND AMOUNT

The term of the Contract will be three (3) years beginning October 3, 2017. There shall be two (2) renewal options of one year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the initial three-year Contract terms. The Contract amount shall not exceed \$2,063,000.00 during the term.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with DMS.

4. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's contract with the City with additional coverage as required below. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Contract. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements. Additional coverage shall be as follows:

4.1 **Comprehensive Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

4.2 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

4.3 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such policy or policies shall be carried without deductible, without co-insurance, and shall (a) include CFX, and such other parties CFX shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations, (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

5. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall take all reasonable precautions in the performance of the services and shall cause its employees, agents and subcontractors to do the same.

5.1 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and

5.2 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

5.3 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

6. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, agents, CONTRACTOR's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees). CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

7. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. Thereafter, CONTRACTOR shall follow CFX's instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
(407) 690-5000
PublicRecords@CFXWay.com

8. MEDIA RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, without first notifying CFX and securing its consent in writing.

9. PERMITS, LICENSES, ETC.

Throughout the term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

10. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. To the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

11. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

12. SUBLETTING AND ASSIGNMENT

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

13. DISPUTES AND TERMINATION

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 7 days notice for convenience or 10 days notice for cause.

14. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

15. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

16. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

17. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

18. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

18.1 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

18.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

19. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX. This Contract was awarded by the CFX Board of Directors at its meeting on ~~July 14, 2016~~ ^{S.P.} ~~September 7, 2017~~

IN WITNESS WHEREOF, the authorized signatures named below have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

2017 OCT 5 PM 3:44

4 CORNER RESOURCES, LLC

By: [Signature]
Operations Manager
Title

Attest: [Signature] (Seal)

Date: 10/2/17

Approved as to form and execution, only.

[Signature]
General Counsel for CFX



2017 OCT 5 PM 3:44

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
INFORMATION TECHNOLOGY SERVICES
CONTRACT NO. 001347**

**ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS**

The undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes Chapter 112.313 and Sections 348.753, and 104.31 as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the CFX Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

4 CORNER RESOURCES, LLC

By: _____



Signature

Print Name: Peter Porebski


Title: Operations Manager

**CONSENT AGENDA ITEM
#20**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: August 23, 2021

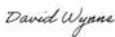
SUBJECT: Approval of First Contract Renewal with inContact, Inc.
for Contact Center as a Service (CCaaS) Platform
Contract No. 001665

Board approval is requested for the first renewal of the referenced contract with inContact, Inc. in the amount of \$600,000.00 for one year beginning on November 1, 2021 and ending October 31, 2022. The original contract was for one year with two one-year renewals.


The work to be performed includes CCaaS to support E-PASS operations.

Original Contract	\$ 597,250.00
Amendment No. 1	\$ 3,350.00
First Renewal	\$ 600,000.00
Total	<u>\$1,200,600.00</u>

This contract is included in the Five-Year Work Plan and the OM&A Budget.

Reviewed by: 

David Wynne
Director of Toll Operations



Jim Greer

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001665**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT (“Renewal Agreement”), is made and entered into this 9th day of September 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and inContact, a Utah State Corporation, registered and authorized to do business in the State of Florida, hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, CFX and the Contractor entered into that certain Contract Agreement dated June 11, 2020, (collectively, the “Original Agreement”), with a Notice to Proceed date of November 1, 2020, whereby CFX retained the Contractor to provide CCaaS services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on November 1, 2021 and end on October 31, 2022 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with Software Subscriptions of the Original Agreement, in an amount up to \$600,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal 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.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

inCONTACT, INC.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2021 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

NICE inContact

ADDENDUM TO SERVICE CONTRACT ("ADDENDUM")

The following modifies the Service Contract, Q-86094 last dated 6/20/2020, (the "Contract"), entered into by CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Customer"), located at 4974 ORL Tower Road, Orlando, FL, 32872 and inContact, Inc. ("inContact"), located at 75 West Towne Ridge Parkway, Tower 1, Salt Lake City, UT, 84070. Unless specifically stated herein, any capitalized terms used in this Addendum shall have the same meaning as is assigned to it in the Contract.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Contract is amended as follows:

- The following items are hereby added to the Order:

NETWORK CONNECTIVITY NRC

Item	Quantity	Net Unit Price	Total
IPSec - SETUP	1.00	\$500.00	\$500.00
NICE inContact CXone SIP Connectivity over Internet - SETUP	140.00	\$10.00	\$1,400.00
NETWORK CONNECTIVITY NRC TOTAL:			\$1,900.00

NETWORK CONNECTIVITY MRC

Item	Quantity	Net Unit Price	Total
IPSec	1.00	\$50.00	\$50.00
NICE inContact CXone SIP Connectivity over Internet	140.00	\$10.00	\$1,400.00
NETWORK CONNECTIVITY MRC TOTAL:			\$1,450.00

NICE inContact

Product Descriptions Schedule

NETWORK CONNECTIVITY NRC

IPSec - SETUP

- Setup fee to establish VPN connectivity from NICE inContact location to Customer location
- Billed as a one time (non-recurring) charge

NICE inContact CXone SIP Connectivity over Internet - SETUP

- Required one-time setup fee with the selection of SIP Trunking Standard.

NETWORK CONNECTIVITY MRC

IPSec

- CXone Customer VPN on premise site connectivity
- Billed per contracted rate and quantity

NICE inContact CXone SIP Connectivity over Internet

- Dedicated trunk between a customer's site/agent and the inContact platform over the public internet. 1 SIP trunk required per concurrent call.

NICE inContact

Service Contract

Customer: CENTRAL FLORIDA EXPRESSWAY AUTHORITY **Address:** 4974 ORL TOWER RD **Quote Number:** Q-86094
Contact: Steven Vess **City:** ORLANDO **Term:** 12 months
Phone: 8017155340 **State:** FL **Payment Terms:** 45 days
Email: steven.vess@incontact.com **Zip:** 32807 **Currency:** U.S. Dollar

Software Subscriptions

NICE inContact CXone Subscriptions					
Product	Quantity	List Price	Disc. (%)	MRC	Total MRC
ACD / IVR (per Configured User)	140.00	\$150.00	39.00	\$91.50	\$12,810.00
Additional Configured Universal Port (beyond 1 port included)	20.00	\$75.00	35.00	\$48.75	\$975.00
Additional Active Storage (per GB)	1.00	\$7.50	70.00	\$2.25	\$2.25
Long Term Storage (per GB)	1.00	\$0.10	0.00	\$0.10	\$0.10
Long Term Storage Retrieval (per GB)	1.00	\$1.38	0.00	\$1.38	\$1.38
Workforce Optimization Pro (per Configured User)	140.00	\$70.00	35.00	\$45.50	\$6,370.00
Screen Recording Pro (per Configured User)	140.00	\$15.00	35.00	\$9.75	\$1,365.00
Automated Speech Recognition (per Minute)	1.00	\$0.05	25.00	\$0.04	\$0.04
Interaction Analytics Pro (per Configured User)	140.00	\$36.00	35.00	\$23.40	\$3,276.00
Email (per Configured User)	30.00	\$8.00	30.00	\$5.60	\$168.00
Feedback Mgt IVR Channel (per Agent)	140.00	\$5.00	25.00	\$3.75	\$525.00
Feedback Mgt VoC Platform Fee	1.00	\$500.00	25.00	\$375.00	\$375.00
Feedback Mgt VoC (per Agent)	140.00	\$25.00	25.00	\$18.75	\$2,625.00
CXsuccess Premier Package	1.00	\$3,000.00	0.00	\$3,000.00	\$3,000.00
Customer Dynamics Essentials (per Configured User)	140.00	\$15.00	30.00	\$10.50	\$1,470.00
NICE inContact CXone Subscriptions TOTAL:					\$32,962.77

Minimum Monthly Commitment:

USD 24,721

Professional Services

Implementation & Training					
Product	Quantity	List Price	Disc. (%)	Price	Total Price
CXone with User Hub	1.00	\$0.00	0.00	\$0.00	\$0.00
Workforce Optimization Pro Implementation	1.00	\$13,000.00	35.00	\$8,450.00	\$8,450.00
Screen Recording Pro Implementation	1.00	\$4,000.00	35.00	\$2,600.00	\$2,600.00
Workforce Management Pro Training	1.00	\$6,500.00	25.00	\$4,875.00	\$4,875.00
Quality Management Pro Training	1.00	\$6,500.00	25.00	\$4,875.00	\$4,875.00
Feedback Mgt VoC Implementation (Includes 1 Channel + 1 Survey)	1.00	\$25,000.00	58.00	\$10,500.00	\$10,500.00
Customer Dynamics Essentials Team Implementation	1.00	\$7,500.00	30.00	\$5,250.00	\$5,250.00
Automated Speech Recognition Implementation	1.00	\$5,000.00	30.00	\$3,500.00	\$3,500.00
Email Implementation	1.00	\$1,000.00	35.00	\$650.00	\$650.00
Interaction Analytics Pro: Implementation	1.00	\$2,500.00	35.00	\$1,625.00	\$1,625.00
Interaction Analytics Pro – Professional Services - Customer Success Program	1.00	\$5,500.00	35.00	\$3,575.00	\$3,575.00
Interaction Analytics Pro – Training	1.00	\$6,500.00	20.00	\$5,200.00	\$5,200.00
Corporate Professional Services Implementation	1.00	\$34,000.00	35.00	\$22,100.00	\$22,100.00
25 Menu Options DTMF Navigation	2.00	\$2,000.00	30.00	\$1,400.00	\$2,800.00
50 Point of Contact Based Routing	2.00	\$1,000.00	30.00	\$700.00	\$1,400.00
Corporate Onboarding Package	1.00	\$10,000.00	30.00	\$7,000.00	\$7,000.00
ACD Training: Core	1.00	\$6,500.00	20.00	\$5,200.00	\$5,200.00
Implementation & Training TOTAL:					\$89,600.00

Network Connectivity

Monthly Network Connectivity Subscriptions					
Product	Quantity	List Price	Disc. (%)	Price	Total Price
Local Number [US]	4.00	\$5.00	0.00	\$5.00	\$20.00
Domestic Toll Free Number [US]	3.00	\$1.00	0.00	\$1.00	\$3.00

MAX Integrated Softphone	140.00	\$0.00	0.00	\$0.00	\$0.00
Monthly Network Connectivity Subscriptions TOTAL:					\$23.00

Network Connectivity Setup & Activation

Product	Quantity	List Price	Disc. (%)	Unit Price	Total Price
Local Number [US] - SETUP	4.00	\$1.00	0.00	\$1.00	\$4.00
Local Number Activation [US]	1.00	\$100.00	0.00	\$100.00	\$100.00
Domestic Toll Free Number [US] - SETUP	3.00	\$1.00	0.00	\$1.00	\$3.00
Domestic Toll-Free Activation	3.00	\$10.00	0.00	\$10.00	\$30.00
Telecom Porting Fee	4.00	\$20.00	0.00	\$20.00	\$80.00
Network Connectivity Setup & Activation TOTAL:					\$217.00

Monthly Loop Quote Subscriptions

Product	Location	NPA-NXX	Carrier	Quantity	Unit Price	Total Price
ICLC MPLS Port		407-690	ATT	1	\$404.00	\$404.00
Monthly Loop Quote Subscriptions TOTAL:						\$404.00

Loop Quote Setup & Activation

Product	Location	NPA-NXX	Carrier	Quantity	Unit Price	Total Price
ICLC MPLS Port - Setup		407-690	ATT	1	\$250.00	\$250.00
Loop Quote Setup & Activation TOTAL:						\$250.00

This Service Contract is governed by the NICE inContact Standard Terms of Use ("Terms") accessible at NICEinContact.com/Terms; additional terms or conditions included in a purchase order or similar document are not accepted. NICE inContact will perform the Services listed in this Service Contract, including all Schedules attached hereto, which are incorporated by reference. Corresponding product descriptions accessible at [NICEinContact.com/Terms/Product Descriptions](http://NICEinContact.com/Terms/Product%20Descriptions).

The Service Term will begin on the first day of the calendar month after the earlier of: (i) the Go-Live Date, or (ii) One Hundred Twenty (120) days after Customer signs below, and will automatically renew for up to two (2) additional one (1) year terms unless either Party gives written notice of non-renewal at least thirty (30) days before expiration of the then-current Service Term. At the expiration of the final Service Term renewal, the Parties will negotiate in good faith for renewal of a Service Term beginning three (3) months before expiration of a Service Term. If the Parties cannot reach agreement on the business terms for renewal of the Service Term, then, the Term shall renew on a month to month basis with an increase of Twenty-Five percent (25%) in Software Services rates at expiration of the Service Term until either Party gives thirty day (30) written notice of non-renewal of the Service Term. Notice of termination must be sent by Customer to inContact at Contract-Unsubscribe@inContact.com. Notice of termination via alternate methods shall not constitute notice. Notwithstanding the foregoing, any and all responsibilities and obligations of Customer to pay pursuant to the terms of this Service Contract are contingent upon an annual budget appropriation by the Board of Commissioners of Customer. The parties agree that in the event funds are not appropriated, this Service Contract may be terminated, which termination shall be deemed a termination for Cause and shall be effective upon Customer providing written notice to NICE InContact of such termination.

Either Party may terminate this Agreement for Cause by delivering written notice of such Cause to the other Party, with such termination being effective thirty (30) days after receipt of the notice of termination, unless cured within such thirty (30) day period. In the event Customer terminates this Service Contract or any Services for convenience, without Cause, prior to the end of the then-current Service Term, or in the event of termination for Cause by NICE inContact for Customer's failure to comply with any material obligation of this Agreement (including Customer's failure to make payments within the approved payment terms), Customer agrees to pay early termination charges including: (i) all MRC and NRC for Services provided; (ii) the Minimum Technology MRC, multiplied by the number of months remaining in the then-current Service Term; (iii) any early termination fees or costs incurred by NICE InContact related charges from underlying carriers or vendors for cancellation of the underlying Services; and (iv) any credits, discounts, or waived installation or expedition costs that had been applied to Customer's account (collectively "Early Termination Charges"). Such Early Termination Charges shall not apply in the event of Customer's termination for Cause or Notice of Service Term non-renewal. Notice of Service Term non-renewal or termination must be sent to Contract-Unsubscribe@NICEinContact.com; notice of non-renewal or termination via alternate methods shall not constitute notice.

MRC charges will be based on the quantities and rates herein but may vary according to actual usage of the Services, subject to the Minimum Technology MRC. Each billing period, Customer will pay the greater of: (i) charges for Services actually used; or (ii) the Minimum Technology MRC. NRC accrue and will be invoiced upon Customer's signature below or as otherwise provided herein. The Minimum Technology MRC begins on the first day of the Service Term and may not be postponed because of a delay in implementation of Services unless due solely to NICE inContact. Upon renewal of any Service Term, and upon written notice, rates for Services may be increased by a rate not to exceed five percent (5%), and rates for telephony/data connectivity may be increased or decreased per prevailing market rates. Unless otherwise indicated herein, charges for all Services, charges, surcharge fees, and taxes are due in U.S. Dollars before the Past Due Date. "Past Due Date" means payments shall be made in accordance with Prompt Payment Act, but in no event later than 60 days from the invoice date, provided any such invoice is addressed to CFX's Director of Procurement. Past Due balances are subject to a late charge equal to the lesser of: (a) one-and-one-half percent (1.5%) per month, compounded; or (b) the maximum rate allowed by applicable law. Payments will be applied first to late charges and related expenses, then to Past Due amounts, and then to the current invoice. Written notice of an invoice dispute must be received by the Past Due Date or such invoice will be deemed to be correct and binding. NICE inContact will make reasonable efforts to notify Customer verbally and in writing prior to such suspension or disconnection. Customer agrees to pay all reasonable costs and expenses associated with the collection of Past Due Balances, including attorneys' fees, expenses, court costs, and service charges. MRC begin at the Go-Live Date and will be pro-rated in the Go-Live month. Customer may assert exemption from taxes or fees by providing an exemption certificate to NICE inContact.

NICE inContact DOES NOT OFFER 911, E911, 999, OR OTHER EMERGENCY SERVICES. For more information, please see NICEinContact.com/terms/911.

Contract Terms

For clarity, mutually agreed negotiated terms in the Service Contract will take precedence of the Standard Terms of Use if there is a conflict.

Amendments to Service Contract.

No modification alteration or amendment to this Service Contract, or the Terms of Use shall be binding upon Customer or NICE InContact until such modification, alteration or amendment is reduced to writing and executed by all Parties hereto.

Payment Information on Account

Customer agrees to remit payments via ACH, wire transfer, check by phone or check.

Advance Payment

1. Within forty-five (45) days from Customer's signature, Customer shall remit USD 45,033.50 via wire transfer as advance payment toward future charges.

Public Records

Customer understands and acknowledges that Customer is a public agency required to comply with Chapter 119, Florida Statute governing the release of public records. To the extent a public record is not otherwise deemed exempt, Customer shall be required to disclose any such public records upon request.

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

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

Governing Law. This Service Contract shall be governed by and construed in accordance with the law of the State of Florida. Jurisdiction and venue for any dispute arising under this Service Contract will be exclusive to the state and federal courts seated in Orange County, Florida.

Each of the undersigned represents that they are duly authorized to execute this Service Contract on behalf of the Party he or she represents.



My Agent of Record is:



Customer:

inContact, Inc.

:

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

Sign: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.06.18 09:49:43 -04'00'

Name (Print): _____

Title: _____

Date: _____

Sign: Daniel G. Lloyd DocuSigned by:
684254B5F047405

Name (Print): Daniel G. Lloyd

Title: Corporate General Counsel

Date: 6/12/2020

Diego "Woody"
Rodriguez Digitally signed
by Diego "Woody"
Rodriguez Date: 2020.06.17
17:00:28 -04'00'

Sign: Ray Langhaim DocuSigned by:
5A02F65B4B744A...

Name (Print): Ray Langhaim

Title: CFO

Date: 6/12/2020

NICE inContact CXone Subscriptions

ACD / IVR (per Configured User)

- 1 User License - Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- 1 Universal Port (\$75 value) – Used for IVR
- Call Monitoring
- Virtual queue
- Agent Scripting
- Text to Speech
- Call conferencing (long distance charges apply)
- Monitor, Coach, and Barge functionality

Additional features and services included with this contract:

- 1 GB of storage per BU for recordings, prompts, scripts, messages, and files. Additional charges may apply for more storage
- If Call Recording per User is selected, customer will get 1 GB of storage per seat
- Contact Center all-inclusive reporting
- IVR programming toolset
- Capability for CTI and Connectivity (Standard, Encrypted, VPN, FTP, SFTP, Web Service, and HTML Connector)
- 24 x 7 Network Operations Center monitoring
- Redundant servers in Software as a Service model
- Standard technical support
- Product maintenance and enhancement releases
- inContact University with the latest eLearning product courses
- Online documentation and help

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/ACDIVR

Additional Configured Universal Port (beyond 1 port included)

- Universal Port in excess of port included with seat
- Used for IVR and Voice

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Additional Active Storage (per GB)

- Storage and management of recordings, prompts, scripts, messages, and files
- Billed per GB beyond the included 1GB of storage used
- Applies to storage from inContact platform recorder and inContact WFO recorder

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Long Term Storage (per GB)

- Provides cost-effective long-term storage for data archiving requirements
- Billed per GB stored
- Key product features & components:
 - Lower data storage costs by eliminating the need to implement and maintain a separate storage infrastructure for long-term storage requirements
 - Seamless data transfer from short-term to long-term storage
 - Auto purge data when it is no longer needed by defining 'time to live' based on the type of data stored
 - Scalable cloud infrastructure
 - State-of-the-art data encryption technology

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Long Term Storage Retrieval (per GB)

- Provides metadata-based search capabilities to locate and retrieve data from long-term storage
- Billed per GB retrieved
- Key product features & components:
 - Comprehensive metadata search capabilities for easy retrieval
 - Move files to active storage for analysis, audits, and other needs
 - Time for files to remain in active storage can be specified during retrieval

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Workforce Optimization Pro (per Configured User)

- Combines CXone Quality Management (which encompasses Audio Recording) and CXone Workforce Management. Identify the right agents and interactions for evaluation as well as capture feedback and share across peers and groups. Includes audio recording,

encryption, as well as search and playback of recorded interactions. Provides forecasting, scheduling, and schedule adherence management as well as shift bidding and time off management.

- Configured Users are billed based on the highest number of active users set up on the platform, associated with this product item, at any one time during the month.
- Key product features:
 - Form Designer
 - Evaluation
 - Calibration
 - Dispute
 - Coaching
 - Dashboards
 - Quality Planner
 - Audio Recording (total or %-based)
 - Search
 - Playback
 - Encryption
 - Forecasting and Scheduling
 - Shift Bidding
 - Time Off Management
 - Real-time adherence dashboard
 - Historical adherence report
 - 1 GB of storage included per user

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/WFO

Screen Recording Pro (per Configured User)

- Provides capture of screen activity on the agent desktop while the agent handles a phone interaction. (Screen recording must be associated with voice recording.)
- Configured Users are billed based on the highest number of active users set up on the platform, associated with this product item, at any one time during the month.
- Key product features:
 - Screen Recording (total or %-based)
 - Search
 - Playback
 - Encryption

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/WFO

Automated Speech Recognition (per Minute)

- Automated Speech Recognition (ASR) allows callers to use their voice to provide input to the IVR to determine routing and other information
- Billed at a per minute model
- Key product features & components:
 - Multiple languages
 - Direct speech recognition
 - Ability to recognize numbers, alpha numeric input, dates, and digits
 - Custom grammars for custom speech input

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Interaction Analytics Pro (per Configured User)

- A robust text analytics tool that automatically analyzes every voice, chat, and email interaction and gives customers detailed, quantifiable, actionable insights
- Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- Key product features & components:
 - Automatic analysis of every voice, email, and chat interaction
 - Automatic topic, category and trend discovery
 - Sentiment analysis
 - Integrated WAV Player and 100% call transcription
 - Keyword, phrase, and entity search
 - Powerful filtering capabilities
 - Multi-tenant, scalable cloud platform
 - Fully integrated with inContact ACD and SSO

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Analytics

Email (per Configured User)

- Email allows agents to be able to accept and respond to incoming and emails from customers.
- Configured Users are billed based on the highest number of users configured for an email skill in the platform at any one time during the month
- Key product features & components:
 - Email functionality can receive communications directly from the customer's email solution and send out responses using inContact's secure gateway
 - Email can be enhanced using custom scripting tools in inContact's Studio application

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Feedback Mgt IVR Channel (per Agent)

- Provides ability to survey via IVR
- Billed monthly per the contracted quantity and rate
- Key product features & components:
 - Ability to Survey Via IVR Channel
 - Ability to skip invitation based on touch rules

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Satmetrix

Feedback Mgt VoC Platform Fee

- Platform provides omnichannel customer surveys that deliver in-depth analytics and benchmarking capabilities
- Billed monthly per the contracted quantity and rate
- Key product features & components:
 - Ability to trigger Post Interaction Surveys Via (IVR, Email, SMS, Web Intercepts, Chat) depending on channel(s) purchased
 - For products outside of the inContact portfolio you will need to purchase or build a connector
 - Open API's allow for quick connections to existing solutions
 - Unlimited Named Users
 - 1 Power user is included
 - No Channels included. Channels must be purchased separately

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Satmetrix

Feedback Mgt VoC (per Agent)

- Provides omnichannel customer surveys that deliver in-depth analytics and benchmarking capabilities.
- Minimum 50 agent licenses must be purchased.
- Billed monthly per the contracted quantity and rate
- Key product features & components:
 - No channels included. Must purchase channel(s) separately
 - Ability to survey via the following channels: (IVR, Email, SMS, Web Intercepts, Chat) depending on channel(s) implemented
 - 30 responses per agent across all channels per month.
 - Overage rate of \$1.00 per response beyond 30 included.
 - Workflows to perform and measure follow-up actions
 - Ability to share dashboards and send PDF reports
 - Provides out-of-box advanced VoC analytics

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/Satmetrix

CXsuccess Premier Package

- Self-service via online Customer Community
- 7x24x365 Technical Support via phone and online service site
- Priority case handling
- Up to five customer resources authorized to work with NICE inContact Services, and receive notifications to distribute to the organization
- Designated experienced Technical Account Manager provides guidance, advocacy, best practice sharing and assistance in achieving business objectives
- Up to 16 total engagement hours per month. Additional TAM available (for broader geography or time zone coverage) by purchasing another success package that includes the level of TAM desired.
- TAMs are available M-F during normal business hours for your primary time zone
- On-site TAM visits may be scheduled at \$2,500/day plus travel and expenses
- Project-driven professional services are available at a rate of \$250/hr. for large-scope projects requiring an extended services engagement
- Three on-demand hours per month with an option to purchase additional time at a rate of \$75 per 15 minutes (expire at the end of the month)
- Live webinars and NICE inContact University e-learning courses (free of charge)
- Training at NICE inContact locations or your location at standard rates

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Customer Dynamics Essentials (per Configured User)

- Environment for a call center integration with Microsoft Dynamics CRM
- Configured Users are billed based on the highest number of active users set up on the platform at any one time during the month. This includes Admin users.
- Features include:
 - Basic Screenpop
 - Click 2 Call
 - Call Memorialization functionality for supported version of Microsoft Dynamics CRM and Microsoft Dynamics 365

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms and NICEinContact.com/terms/CustomerDynamics

Implementation & Training

CXone with User Hub

- Customer will be implemented on a "User Hub" cluster

Workforce Optimization Pro Implementation

- Implementation and setup of CXone Workforce Optimization
- Billed as a one time (non-recurring) charge
- Implementation includes:
 - Implementation manager who oversees the project from start to finish
 - Business requirements session and documentation
 - Initial System Configuration
 - User acceptance testing
 - Go live support
 - 2 weeks of Post Go Live Support

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Screen Recording Pro Implementation

- Implementation and overview of CXone Screen Recording
- Billed as a one time (non-recurring) charge
- Implementation includes:
 - Implementation manager who oversees the project from start to finish
 - Business requirements session
 - Initial System Configuration
 - Application Overview
 - User acceptance testing
 - Go live support
 - 2 weeks of Post Go Live Support

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Workforce Management Pro Training

- Remote: instructor led training
- Training on the CXone WFM Pro platform to create forecasts, create schedules, agent schedule management and system administration.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra

Quality Management Pro Training

- Remote: instructor led training
- Training on the CXone QM Pro platform to create custom QM forms, search for and evaluate calls, pull data for analysis, and calibrate for consistency.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra
- Maximum of 12 participants

The use of this product is governed by additional terms found online at NICEinContact.com/terms/GeneralSoftwareTerms

Feedback Mgt VoC Implementation (Includes 1 Channel + 1 Survey)

- Implementation of CXone Feedback Mgt for either of IVR, Email, SMS, Web Intercepts, Chat
- Billed as a one-time (non-recurring) charge
- Implementation includes:

- Setup of a single survey on one channel
- Configuring Alerts, Notifications & Escalation workflows
- Set up 2 dashboards
- Provide 3 hours of training for Power Users on how to use and navigate the system
- Power Users should complete the NPX platform training prior

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://www.niceincontact.com/terms/GeneralSoftwareTerms)

Customer Dynamics Essentials Team Implementation

- Team implementation package for the Essentials Integration
- Billed as a one time (non-recurring) charge
- Implementation includes:
 - Dedicated Project Lead
 - Click 2 Call default Accounts, Contacts, or Leads
 - Screen Pop default Accounts, Contacts, or Leads
 - CRM Multi-Entity search
 - 1 unique Screen Pop workflow
 - Activity logging for inbound and outbound calls
 - Chat activity created

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://www.niceincontact.com/terms/GeneralSoftwareTerms)

Automated Speech Recognition Implementation

- Implementation of Automated Speech Recognition (ASR) to enable callers to use their voice to provide input to the IVR to determine routing and other information
- Billed as a one time (non-recurring) charge
- Implementation includes:
 - Up to 10 ASR Actions/Utterances that captures voice responses
 - Recognition based on common phrases native to the platform or a custom grammar file provided by the customer
 - Natural Language speech recognition NOT supported
 - Phrases containing alpha and numeric characters should be 5 or less for optimal performance

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://www.niceincontact.com/terms/GeneralSoftwareTerms)

Email Implementation

- Package to configure and implement Email functionality within inContact platform
- Billed as a one time (non-recurring) charge
- Includes:
 - One email script to support one email skill.
 - Email scripts/skills includes:
 - Automated email received response
 - inContact dot-com email addresses provided to customer to be embedded into their existing website
 - Integration to a custom database or CRM not included

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://www.niceincontact.com/terms/GeneralSoftwareTerms)

Interaction Analytics Pro: Implementation

- Billed as a one time (non-recurring) charge
- 6-10 hours of Implementation services including:
 - initial survey designed to identify customer's primary business case
 - analytics platform and application implementation/turn-up
 - company profile config
 - initial training

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://www.niceincontact.com/terms/GeneralSoftwareTerms)

Interaction Analytics Pro – Professional Services - Customer Success Program

- Delayed 30 days from completion of training to allow clients exposure to the tool
- Up to 12 hours of remote, structured PPE assistance with categorization, company profile, dashboards, and other customizations designed to support the customer's defined business case
- 4 hours of Q&A with PPE
- 1 hour per month Customer Success check-in session with PPE for first three months - post engagement
- Additional PPE days are available at cost

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://www.niceincontact.com/terms/GeneralSoftwareTerms)

Interaction Analytics Pro – Training

- Required Functional eLearnings (3 hours)
- Two day instructor led training engagement building upon eLearning, designed to teach the customer how to use the application to support their business case (i.e., actually setting up a custom category designed to find a particular insight, setting up a topic designed to find certain data, etc.); training will be more consultative.

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://www.niceincontact.com/terms/GeneralSoftwareTerms)

Corporate Professional Services Implementation

INCLUDES

- **100 seats** (\$100 per additional seat)
- **Designated Implementation Manager (SME)**
- **Post go-live stabilization and support** of an estimated two weeks as agreed upon by project stakeholders.
- **Up to 120 Project Hours**** to customize business solution. Project hours may include, but are not limited to, collaboration and consultation to determine business needs and requirements; Implementation of documented solution; Completion of NICE inContact quality assurance and production deployment tests. ****Project hours expire if not used within 6 months.**

DOES NOT INCLUDE:

- Products outside of ACD (Chat/Email/ASR/SMS, etc...)
- Integration or CRM Driven Screenpop
- PS Onsite
- OnBoarding

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://www.niceincontact.com/terms/GeneralSoftwareTerms)

25 Menu Options DTMF Navigation

- For use with base ACD Implementation Packages, 1 is mandatory on every quote
- Base implementation packages are: Workgroup, Corporate, Enterprise, Enterprise Plus
- Adds 25 menu options for navigation in your call flow
- Billed as a one time (non-recurring) charge

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://www.niceincontact.com/terms/GeneralSoftwareTerms)

50 Point of Contact Based Routing

- For use with base ACD Implementation Packages, 1 is mandatory on every quote
- Base implementation packages are: Workgroup, Corporate, Enterprise, Enterprise Plus
- Adds 50 Point of Contacts
- A Point of Contact is an access point to route various channel types (voice, email, chat, SMS, social) in your contact routing
- Billed as a one time (non-recurring) charge

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://www.niceincontact.com/terms/GeneralSoftwareTerms)

Corporate Onboarding Package

- Billed per package as a one time (non-recurring) charge
- Package includes:
 - 3 days with the Onboarding Manager onsite during go-live
 - 4 weeks of remote support with the Onboarding Manager, averaging 4 hours per week
 - Partnering with managers, supervisors, administrators every step of the way during initial use of the inContact technology
 - Achieving objectives and success metrics throughout engagement
 - Ensure proficiency during real world use
 - Assisting you to build and analyze reports
 - Travel and accommodations are extra

The use of this product is governed by additional terms found online at [NICEinContact.com/terms/GeneralSoftwareTerms](https://www.niceincontact.com/terms/GeneralSoftwareTerms)

ACD Training: Core


- Classroom: instructor led training
- Learn how to manage the inContact ACD platform including individual courses on Central Administration, Agent functions, and Reporting.
- Estimated training duration - 2 days
- Billed per course as a one time (non-recurring) charge
- Travel and accommodations are extra

**CONSENT AGENDA ITEM
#21**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: August 17, 2021

SUBJECT: Approval of Second Contract Renewal with Ace Transportation Systems, LLC
d/b/a Ace Wrecker Service, LLC for Rapid Incident Scene Clearance (RISC)
Services
Contract No. 001346

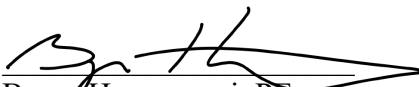
Board approval is requested for the second renewal of the referenced contract with Ace Wrecker Service, LLC in the amount of \$10,000.00 for one year beginning on February 1, 2022 and ending January 31, 2023. The original contract was for three years with two one-year renewal options.

The work to be performed includes RISC services on CFX's system.

Original Contract	\$49,500.00
First Renewal	\$ 0.00
Second Renewal	<u>\$10,000.00</u>
Total	\$59,500.00

This contract is included in the OM&A Budget.

Reviewed by:


Bryan Homayouni, PE
Manager of Traffic Operations


Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001346**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 9th day of August 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Ace Transportation Systems, LLC d/b/a Ace Wrecker Services, LLC hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on February 2, 2018, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Contractor to provide rapid incident scene clearance services on CFX system.

WHEREAS, the Parties seek to renew the Initial CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on February 1, 2022 and end on January 31, 2023 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$10,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal 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.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

**ACE TRANSPORTATION SYSTEMS, LLC
DBA ACE WRECKER SERVICES, LLC**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on this
___ day of _____, 2021 for its exclusive use
and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001346**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT (“Renewal Agreement”), is made and entered into this 10th day of December 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Ace Transportation Systems, LLC d/b/a Ace Wrecker Services, LLC hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on February 2, 2018, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Contractor to provide rapid incident scene clearance services on CFX system.

WHEREAS, the Parties seek to renew the Initial CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

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

1. **Recitals.** The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term.** CFX and Contractor agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on February 1, 2021 and end on January 31, 2022 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term.** The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$0.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement.** All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures.** This Renewal 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.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

ACE TRANSPORTATION SYSTEMS, LLC
DBA ACE WRECKER SERVICES, LLC

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: *Scotty Crockett*
Print Name: Scotty Crockett
Title: COO

By: **Aneth Williams** Digitally signed by Aneth Williams
Date: 2020.12.30 09:49:08 -05'00'
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this 30th day of December, 2020 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: *Woody Rodriguez*
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

COOPERATIVE PURCHASE AGREEMENT

2018 JAN 16 AM 10:23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

**ACE TRANSPORTATION SYSTEMS, LLC D/B/A
ACE WRECKER SERVICES, LLC**

RAPID INCIDENT SCENE CLEARANCE (RISC) SERVICES

CONTRACT NO. 001346

CONTRACT DATE: February 1st, 2018
CONTRACT AMOUNT: \$49,500.00

**COOPERATIVE PURCHASE AGREEMENT, FDOT STATE
STANDARD WRITTEN AGREEMENT NO. BE451, CFX
EXHIBIT "C", AND FORMS**

**COOPERATIVE PURCHASE AGREEMENT, FDOT STATE STANDARD
WRITTEN AGREEMENT NO. BE451, CFX EXHIBIT "C", AND FORMS**

RAPID INCIDENT SCENE CLEARANCE (RISC) SERVICES

CONTRACT NO. 001346

DECEMBER 2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
COOPERATIVE PURCHASE AGREEMENT	1 to9
FDOT STATE STANDARD WRITTEN AGREEMENT NO. BE451	
State Contract	1 to8
Exhibit "A" – Scope of Services	A-1 to A-7
Attachment A – State of Florida Open Roads Policy Agreement (revised Jan. 2014)	A-8 to A-12
Attachment B – Events, Crashes or Traffic Incidents* Utilizing the Services of the Recovery Vendor for Rapid Incident Scene Clearance	A-13
Attachment C - Equipment and Vehicle Requirements	A-14 to A-16
Standard Contract Terms and Conditions	A-17 to A-27
Exhibit "B" - Method of Compensation	B-1 to B-3
Exhibit "C" - Proposer's Areas of Coverage	C-1
CFX'S EXHIBIT "C" – CONTRACTOR'S AREAS OF COVERAGE	CFX C-1 to CFX C-2

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
RAPID INCIDENT SCENE CLEARANCE (RISC) SERVICES
CONTRACT NO. 001346**

This Agreement is made this 1 day of February 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter "CFX," and Ace Transportation Systems, LLC d/b/a Ace Wrecker Services, LLC, whose address is 5601 S. Orange Blossom Trail, Orlando, Florida 32839, hereinafter "CONTRACTOR" or "Vendor," who is duly authorized to conduct business in the State of Florida.

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of [CFX];" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide rapid incident scene clearance services on the Central Florida Expressway System as defined under Section 348.752(5) of Florida Statutes; and

WHEREAS, on or about November 3, 2017, and pursuant to Section 287.042(16)(a), the CONTRACTOR entered into an agreement with the State of Florida, Department of Transportation, hereinafter "State," to provide the same services as required by CFX; and

WHEREAS, pursuant to Article XII(O) of CFX's Procurement Policy, competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with the State Department of Transportation Agreement No. BE451, for the same services to be provided hereunder; and

WHEREAS, the above-referenced Contract is attached hereto and consists of the following:

Item	Page No.	Description
State Contract	Page 1 to 8	Standard Written Agreement No. BE451
Exhibit "A"	A-1 to A-7	Scope of Services Rapid Incident Scene Clearance (RISC) for District 5
Attachment A	A-8 to A-12	State of Florida Open Roads Policy Agreement (revised Jan. 2014)

Item	Page No.	Description
Attachment B	A-13	Events, Crashes or Traffic Incidents* Utilizing the Services of the Recovery Vendor for Rapid Incident Scene Clearance
Attachment C	A-14 to A-16	Equipment and Vehicle Requirements
	A-17 to A-27	Standard Contract Terms and Conditions
Exhibit "B"	B-1 to B-3	Method of Compensation
Exhibit "C"	C-1	Proposer's Areas of Coverage

and

WHEREAS, CFX has decided to contract with CONTRACTOR for the performance of the services described herein under substantially the same terms and conditions previously negotiated by the State; and

WHEREAS, the CONTRACTOR agrees to provide the services under substantially the same terms and conditions as included in the above-referenced Contract, and such additional terms and conditions as detailed below.

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. RECITALS

The recitals are true and corrected and incorporated herein as terms.

2. ADOPTION OF THE STATE CONTRACT

The parties adopt the terms and conditions in the CONTRACTOR's existing contract with the State Department of Transportation Agreement No. BE451, including Exhibits "A," "B", and "C" and Attachments A, B, and C, by reference as though set forth fully herein, hereinafter referred to as the "State Contract", subject to the substitutions or revisions described below.

2.1 References to "Florida Department of Transportation" and "Department" in the State Contract shall be replaced with the "Central Florida Expressway Authority," except in Exhibit "A," paragraph 1.1.

2.2 References to "Director" in the State Contract shall be replaced with "CFX Chief of Technology/Operations."

2.3 References to "Contract Manager" in the State Contract shall be replaced with the "Manager of Traffic Operations."

2.4 References to "District 5", "The District", and "District" in the State Contract shall be replaced with the "Central Florida Expressway Authority."

2.5 References to “Comptroller” in the State Contract shall be replaced with the “Chief Financial Officer.

2.6 Section 2, entitled “TERM,” on page 2 of the State Contract, shall be replaced in its entirety, including subsections 2A, 2B, and 2C, with the following:

2. TERM. This Agreement shall be effective for an initial term of three (3) years from the date of the Notice to Proceed, and shall continue, unless sooner terminated as provided hereunder with the option to extend the Agreement for up to two (2) additional one-year periods each by mutual written consent of both parties. The options to renew are at the sole discretion and election of CFX. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the Contract Term.

2.7 The first sentence of Subsection 3.A. on page 2 of the State Contract shall be revised by removing the text marked by strikeouts as follows:

3. COMPENSATION AND PAYMENT

A. Payment shall be made only after receipt and approval of goods and services, ~~unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes.~~

2.8 The first sentence of Subsection 3.F. on page 3 of the State Contract shall be revised by removing the text marked by strikeouts and adding the underlined text as follows:

3. COMPENSATION AND PAYMENT

F. If a payment is not available within forty-five (45) ~~(40)~~ days, a separate interest penalty as established pursuant to Section 218.74215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor.

2.9 Subsections 3.G. and 3.H. on page 3 of the State Contract shall be deleted.

2.10 The references to “Legislature” in the State Contract on page 4, subsection 3.J., and page A-27, paragraph 45, shall be replaced with “the CFX Board.”

2.11 At the end of Subsection 5.A., under Section 5 entitled “COMPLIANCE WITH LAWS,” the Custodian of Public Records contact information shall be deleted and replaced with:

CFX Records Management Department
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Phone: 407-690-5000
e-mail: publicrecords@cfxway.com

2.12 The reference to “the State” in Subsections 5.J. and 5.K. on page 7 of the State Contract shall be replaced with “CFX.”

2.13 The following subsections shall be inserted after Subsection 5.L.

M. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term “fee” shall also include brokerage fee, however denoted.

N. CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX’s Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

2.14 The following subsection shall be inserted after Subsection 7.A. on page 7 of the State Contract:

B. If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX’s Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

2.15 On Page A-1 of Exhibit “A” entitled “Scope of Services,” the second sentence of Subsection 1.3 shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

1.3 This agreement and RISC funding will be limited to use on CFX limited access highways. ~~Other non limited access highways will be considered on a case by case basis and must be approved by the Department’s State Traffic Engineer.~~ See section 8.3 for the list of roadways that are included in the District’s RISC Program.

2.16 On page A-1 of Exhibit “A” entitled “Scope of Services,” Subsection 2.1 shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

2.1 CFX ~~The District~~ shall grant to a towing and recovery company (hereinafter “Vendor”) a nonexclusive privilege to provide RISC Services, for those events, crashes or traffic incidents described in Attachment “B”, on that portion of CFX’s ~~the District’s~~ roadway system selected by CFX. ~~selected by the Vendor.~~

2.17 On page A-2 of Exhibit “A” entitled “Incident Response Requirements,” Subsection 4.2 shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

4.2 The Vendor shall be available to provide these services on a twenty-four (24) hours a day, seven (7) days a week basis, and to provide the arrival status of their personnel and equipment upon request by the investigating law enforcement personnel and/or CFX’s designated representative ~~the District’s Regional Traffic Management Center.~~ The Vendor shall provide CFX ~~the District~~ with a telephone number at which the Vendor can be contacted at all times. Under no circumstances will answering services be allowed. ~~Phone numbers for the FDOT Traffic Management Center or FHP Regional Communications Center will be provided to the vendor upon acceptance of this agreement by both parties.~~

2.18 On page A-2 of Exhibit “A” entitled “Incident Response Requirements,” Subsection 4.3 shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

4.3 TIME IS OF THE ESSENCE IN THIS CONTRACT. Upon the FHP or CFX’s ~~the District’s~~ request for RISC services, the Vendor shall provide CFX ~~the District~~ or FHP an estimated arrival time. The Vendor will not transfer calls for recovery services to another Vendor. In the event the Vendor is unable to respond, the Vendor **must** notify the requestor. The Vendor will be rotated to the bottom of the rotation list and the next Vendor on the list will be contacted to respond. ~~If no Vendors within the local~~

~~service area are able to respond, the next closest vendor from another service area may be called.~~

2.19 On page A-3 of Exhibit “A” entitled “Incident Response Requirements,” Subsection 4.4 shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

4.4 Notification – The vendor shall notify CFX’s designated representative and the FDOT Traffic Management Center ~~or FHP Regional Communications Center~~ at the following points:

- a. When the Vendor is en route to the incident scene.
- b. When the Vendor arrives at the incident scene.
- c. When the Vendor is given the Notice to Proceed.
- d. When all travel lanes are cleared.
- e. Stoppage and restart times, if RISC recovery operations be ~~are~~ halted by Fire Rescue, FHP, local law enforcement or CFX ~~the Department~~ authorized representative.

2.20 On page A-4 of Exhibit “A” entitled “Incident Response Requirements,” Subsection 8.3 shall be revised by adding the underlined text, removing the text marked by strikeouts, and replacing the table with the table below as follows:

This agreement covers Rapid Incident Scene Clearance by the Vendor for those segments of the following limited access highways, interchanges, and ramps ~~and other approved roadway segments~~, under the jurisdiction and operational control of CFX ~~the District~~ and approved ~~selected~~ by the Vendor. Other areas in and outside CFX boundaries may be added at any time as the need arises or in order to correspond with CFX jurisdictional growth.

Roadway	County
S.R. 408	Orange: 22 miles
S.R. 414	Orange: 9 miles
S.R. 417	Orange: 32 miles
S.R. 429	Orange: 31 miles
S.R. 451	Orange: 2 miles
S.R. 453	Orange and Lake: 2 miles
S.R. 528	Orange: 23 miles
Goldenrod Extension	Orange: 2.46 miles

2.21 On page A-4 of Exhibit “A” entitled “Incident Response Requirements,” the reference to “Exhibit ‘C’ ” shall be replaced with “CFX’s Exhibit ‘C.’ ”

2.22 On page A-7 of Exhibit “A,” Section 12 entitled “Contract Term” shall be deleted.

2.23 On page A-7 of Exhibit "A," Section 16 entitled "Myfloridamarketplace Transaction Fee" shall be deleted.

2.24 On page A-7 of Exhibit "A," Section 12 entitled "Contract Term" shall be deleted.

2.25 On pages A-20, A-26 and A-27 in the Standard Contract Terms and Conditions, Section 14 entitled "Transaction Fee," Section 15 entitled "Invoicing and Payment," Section 39 entitled "Leases and Installment Purchases," and Section 43 entitled "Cooperative Purchasing" shall be deleted.

2.26 On page B-3 of Exhibit "B" entitled "Method of Compensation," Section 7 entitled "Compensation" shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

7. COMPENSATION. The Vendor shall not provide services that exceed the Fiscal Year contract amount(s) without an approved Amendment from CFX ~~the Department~~.

2.27 Exhibit "C" entitled "Proposer's Areas of Coverage" shall be replaced with CFX's Exhibit "C" entitled "Contractor's Areas of Coverage."

3. ADDITIONAL TERMS REQUIRED BY CFX

3.1 SERVICES TO BE PROVIDED. The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Agreement in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract. Work shall be conducted within the geographic bounds as outlined in the Contractor's Areas of Coverage attached as **CFX's Exhibit "C"** which is hereby adopted and made part of this Contract as completely as if incorporated herein.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

3.2 CONTRACT AMOUNT. The Contract Amount for the Initial Contract Term is Forty-Nine Thousand Five Hundred Dollars (\$49,500.00). The Contractor shall be responsible for keeping track of the amount remaining in the Contract. CFX is under no obligation to pay the Contractor any sum that exceeds the Contract Amount.

3.3 LAWS OF FLORIDA; VENUE. This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida.

3.4 ENTIRE AGREEMENT. It is agreed that neither party has made any statement, promise or agreement, nor taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or in any way that modifies, carries, alters, enlarges or invalidates any provision hereof.

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

APPROVED BY:

2018 JAN 25 AM 8:56

**ACE TRANSPORTATION SYSTEMS, LLC
DBA ACE WRECKER SERVICES, LLC**

By: _____

Scotty Crockett

Scotty Crockett

Print Name and Title

Attest: _____

Linda S. Casselman (Seal)

Date: _____

1-19-18



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

[Signature]

Director of Procurement

Approved as to form and execution, only.

Joseph J. Rossiniere
General Counsel for CFX

EXHIBITS AND ATTACHMENTS

State Contract	Page 1 to 8	Standard Written Agreement No. BE451
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Exhibit "C"	C-1	Proposer's Areas of Coverage
CFX's Exhibit C	CFX C-1 to CFX C-2	Contractor's Areas of Coverage

FDOT
STATE STANDARD WRITTEN
AGREEMENT NO. BE451

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No. BE451
Financial Project I.D. 440030-1-82-01
F.E.I.D. No.: F822132552-001
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: ITN-DOT-16-17-5003-RISC
DMS Catalog Class No.: 78141505

BY THIS AGREEMENT, made and entered into this day of 11/3/2017 | 2:03 PM EDT by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Ace Transportation Systems, LLC DBA Ace Wrecker Services, LLC, of 5601 S. Orange Blossom Trail, Orlando, Florida 32839 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. **SERVICES AND PERFORMANCE**

- A. In connection with Rapid Incident Scene Clearance (RISC) for District 5, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the
Director of Transportation Operations

2. TERM

A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or June 30, 2020, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by June 30, 2020 or date of termination, whichever occurs first.

Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor

will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees.
VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.

- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

No general liability insurance is required.

The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$300,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$150,000.00 each occurrence, for the services to be rendered in accordance with this Agreement

The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$_____.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

No Bond is required.

Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E CERTIFICATION.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

A The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

- (1) Keep and maintain public records required by the Department to perform the service.
- (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 5

386-943-5000

D5prcustodian@dot.state.fl.us

Florida Department of Transportation

District 5 - Office of General Counsel

719 South Woodland Boulevard

Deland, FL 32720

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendorlist.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Ace Transportation Systems, LLC DBA Ace Wrecker
Services, LLC
Name of Vendor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY:

Authorized Signature

Scotty Crockett
(Print/Type)

Title: Manager

BY:

DocuSigned by:
Alan E. Hyman
Authorized Signature

Alan E. Hyman, P.E.
(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:

DocuSigned by:

Michelle Sloan

Procurement Office

LEGAL REVIEW

DocuSigned by:

Ryan Mathis

2018 JAN 15 AM 10:24

EXHIBIT "A"
SCOPE OF SERVICES
RAPID INCIDENT SCENE CLEARANCE (RISC) FOR DISTRICT FIVE

1. PROJECT OBJECTIVE

- 1.1 In an effort to provide the traveling public of the State of Florida a cost effective, high quality, transportation infrastructure, the Florida Department of Transportation (hereinafter "Department") has implemented the "Open Roads Policy" attached hereto as Attachment "A" for Quick Clearance for Safety and Mobility to make travel in Florida safer and more efficient. Consistent with the Open Roads Policy, District Five has adopted an innovative clearance strategy by implementing the Rapid Incident Scene Clearance (RISC) Program in order to significantly reduce the time it takes to clear major highway incidents and truck crashes.
- 1.2 Towing regulations for heavy-duty wreckers currently used in Florida were developed decades ago. Heavy trucks hauling larger loads now require specialized equipment and skilled operators to quickly remove them after an incident. This contract provides an incentive to clear wreckage and open roads as quickly as possible. This contract does not eliminate the current Class "C" (Heavy -duty) wrecker class that will continue to be utilized to remove trucks and busses that are disabled.
- 1.3 This agreement and RISC funding will be limited to use on limited access highways. Other non-limited access highways will be considered on a case-by-case basis and must be approved by the Department's State Traffic Engineer. See section 8.3 for the list of roadways that are included in the District's RISC Program.

2. GENERAL DESCRIPTION

- 2.1 The District shall grant to a towing and recovery company (hereinafter "Vendor") a nonexclusive privilege to provide RISC Services, for those events, crashes or traffic incidents described in Attachment "B", on that portion of the District's roadway system selected by the Vendor.
- 2.2 The Vendor agrees to provide the professional incident clearance and vehicle recovery services in accordance with the terms and conditions described herein and in compliance with all Florida Highway Patrol (hereinafter "FHP") local city and county police officers, and Florida Department of Transportation Rules and Regulations, all local city and county Rules and Regulations, and applicable provisions of the Florida Administrative Code and Motor Vehicle Statutes.

The Vendor's relationship to the District is that of an independent contractor authorized to perform incident scene clearance and vehicle recovery services on the District's roadway system in strict compliance with the terms and conditions contained herein.
- 2.3 Should the District determine that the Vendor under this agreement is unable to assist, perform, or provide adequate services or equipment, the District reserves the right to utilize additional services or equipment from any available source. The District also reserves the right to modify the designated limits of responsibility of the Vendor at any time.
- 2.4 The Vendor and all their operators, employees and subcontractors shall cooperate and comply with the guidance of the FHP or District authorized representatives pertaining to scene safety and traffic control.

3. **GENERAL REQUIREMENTS**

- 3.1 The Vendor shall perform all work in accordance with Department Specifications (including all Supplemental Specifications and Special Provisions in the Specification Workbook), FY 2016 *Design* Standards and Manual of Uniform Traffic Control Devices (MUTCD).
Internet locations:
FDOT Design Standards:
<http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>
MUTCD: http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm
- 3.2 Proper health and safety measures will be taken to insure safety for the traveling public, Department employees, Vendor employees, and subcontractor employees.
- 3.3 The owner(s) of heavy duty recovery companies applying for RISC vendor status shall submit a copy of the FDLE background investigation, per Florida Administrative Code 15b-9.003(2)(b), prior to final contract acceptance. Fees associated with the background investigation shall be the responsibility of the vendor.

4. **INCIDENT RESPONSE REQUIREMENTS**

- 4.1 The Vendor shall respond to FHP, and/or District requests for vehicle recovery and clearance services as soon as possible but no later than **fifteen (15)** minutes from the FHP or the Department's authorized representative initial contact with Vendor requesting RISC activation. The Vendor acknowledges that time is of the essence and shall arrive with the two Recovery Wreckers and the Recovery Support Vehicle with required equipment, and materials as specified in Attachment "C", and with all necessary traffic control devices at the incident site within **one hour (60 minutes)** from the time RISC activation is requested in order to qualify for RISC incentive payments. The 60 minute time frame begins with initial call to the Vendor. If the selected vendor has not responded within 15 minutes of the initial call, the next available Vendor will be contacted. The need for additional trucks and heavy equipment shall be jointly determined at the incident scene by the Department authorized representative or Asset Maintenance Contractor, FHP, local law enforcement and the Vendor's representatives. The need for the additional trucks and heavy equipment described herein shall not increase the time required by the Vendor to perform services.
- 4.2 The Vendor shall be available to provide these services on a **twenty-four (24) hours** a day, **seven (7) days** a week basis, and to provide the arrival status of their personnel and equipment upon request by the investigating law enforcement personnel and/or the District's Regional Traffic Management Center. The Vendor shall provide the District with a telephone number at which the Vendor can be contacted at all times. Under no circumstances will answering services be allowed. Phone numbers for the FDOT Traffic Management Center or FHP Regional Communications Center will be provided to the vendor upon acceptance of this agreement by both parties.
- 4.3 **TIME IS OF THE ESSENCE IN THIS CONTRACT.** Upon the FHP or the District's request for RISC services, the Vendor shall provide the District or FHP an estimated arrival time. The Vendor will not transfer calls for recovery services to another Vendor. In the event the Vendor is unable to respond, the Vendor **must** notify the requestor. The Vendor will be rotated to the bottom of the rotation list and the next Vendor on the list will be contacted to respond. If no Vendors within the local service area are able to respond, the next closest vendor from another service area may be called.

The response time specified herein shall be strictly enforced. Failure to respond to a call for RISC services or arrive at the incident site within the time required and with all necessary materials and equipment as specified herein will result in non-payment of the incentive feature. Failure to respond after the Vendor has agreed to the request for RISC implementation shall be considered a breach of this Contract.

- 4.4 Notification – The vendor shall notify the FDOT Traffic Management Center or FHP Regional Communications Center at the following points:
- a. When the Vendor is en-route to the incident scene.
 - b. When the Vendor arrives at the incident scene.
 - c. When the Vendor is given the Notice to Proceed.
 - d. When all travel lanes are cleared.
 - e. Stoppage and restart times, if RISC recovery operations be halted by Fire Rescue, FHP, local law enforcement or the Department authorized representative.

5. **TERMINATION**

- 5.1 The District reserves the right in its sole discretion to terminate this agreement for breach of a term of this agreement, upon **thirty (30)** days written notice to the Vendor by certified mail.
- 5.2 The District reserves the right to terminate this agreement at any time, for any reason, upon **sixty (60)** days prior written notice by certified mail.
- 5.3 Change of ownership or termination of the Vendor's business shall be grounds for immediate termination of this agreement.

6. **INDEMNITY**

- 6.1 The Vendor shall indemnify and hold harmless the District, the FHP, their officials, officers, employees, consultants and agents from and against any and all liabilities, claims, injuries, damages, penalties, actions, suits, losses, costs expenses and attorneys' fees for Vendor's tortious conduct resulting from or arising out of District requests for vehicle recovery services or incident scene clearance on the District's roadway system.

7. **MISCELLANEOUS**

- 7.1 This is a non-exclusive agreement. The District intends to allow other companies to perform vehicle recovery and incident scene clearance on a rotation basis within the area being serviced by the Vendor. Initially, assignment within a rotation shall be based on contract execution date with the Vendor having the earlier contract execution date given the first roadway incident scene clearance. Once a Vendor performs rapid scene clearance services, the Vendor will be placed at the bottom of the rotation. New Vendors added to the rotation will always be added to the bottom of the rotation even though another Vendor may have already performed services as the rotation existed at the time of contract execution. In some instances, there may be only one Vendor in a given service area and there would not be a rotation list. The one Vendor would receive all RISC calls for that area until such time as another vendor(s) was contracted with to provide services in that service area. The rotation list shall be managed by the FHP and/or the Department, at the discretion of the FHP.
- 7.2 If the Vendor is contacted by a party other than FHP or the District to provide the services described herein in the District, the Vendor shall notify the District of the request prior to responding. Failure to do so will automatically cause the Vendor to forfeit the performance

payments contained in Exhibit “B”, Method of Compensation. However, the Vendor would be eligible for the performance payments if the Vendor was authorized by FHP or the District prior to responding.

7.3 The Vendor or any of its operators or employees will not provide any gratuities, commissions, kick-backs or complimentary services of any kind to any District, FHP, or local law enforcement officials, officers, employees, consultants or agents.

7.4 Vendor agrees to provide copies of their itemized invoice to the Department and FHP for review and use.

7.5 Vendor must take photographs both prior to and subsequent to scene cleanup. Photos must be detailed in showing lane blockage and affected traffic from the incident scene.

8. RECOVERY AREAS

8.1 The District may review the recovery area boundaries periodically to ensure that level of service in each area is consistent with the quick clearance goals stated in the Open Roads Policy.

8.2 Recovery wrecker companies need not be located within the area boundaries, but they must mobilize and respond to calls within the indicated response time.

8.3 This agreement covers Rapid Incident Scene Clearance by the Vendor for those segments of the following limited access highways, interchanges, ramps and other approved roadway segments, under the jurisdiction and operational control of the District and selected by the Vendor.

DESCRIPTION	COUNTY
I-95 / SR 9	FLAGLER: 19 miles in length
	VOLUSIA: 46 miles in length
	BREVARD: 73 miles in length
I-75 / SR 93	MARION : 38 miles in length
	SUMTER: 30 miles in length
I-4/SR 400	VOLUSIA: 28 miles in length
	SEMINOLE: 7 miles in length*
	ORANGE: 7 miles in length*
	OSCEOLA: 8 miles in length

*Section of I-4 Ultimate (MM 72 to MM 98) is omitted from this roadway section.

8.4 From the roadway described in 8.3, the Vendor has selected to provide services for those areas described in Exhibit “C”. The Investigating Law Enforcement Officer or FDOT representative can allow additional response time (arrival to scene with all 3 pieces of contract required equipment) for a vendor who is responding to a RISC activation outside of his originally contracted area.

9. VENDOR REQUIREMENTS AND QUALIFICATIONS

- 9.1 The ultimate equitable owner/owners of the wrecker company shall be required to submit documentary proof showing previous experience and extensive knowledge in working Heavy Duty Towing and Recovery business. Vendor shall be in good standing on the FHP wrecker rotation list. The project description, dates, photos and locations of successfully completed projects shall be submitted with the Vendor's proposal. Award of the contract will be contingent on the demonstrated experience, knowledge and quality of work.
- 9.2 If the Vendor's primary place of business is located within a county or municipality that requires by local ordinance, an occupational license, said license must be maintained for the term of the Agreement.
- 9.3 The Vendor is required to abide by all local ordinances for wrecker providers within the county they are working RISC activations.
- 9.4 The Vendor must comply with all Rules and Statutes and provide evidence of current and valid insurance coverage required by the State of Florida and by the FHP Authorized Wrecker Program.
FHP Policy# 17.02
FSS 321.051
FAC Rule 15B-9
Vendor shall be subject to the standard rules and policies already established by the FHP. Suspensions from towing rotation list will be grounds for removal from the RISC contract.
- 9.5 The Vendor must maintain current and up to date CDL driving records, employment records and training records on all Operators and make them available for inspection by the FHP, local law enforcement, and Florida Department of Transportation or their authorized representatives.
- 9.6 The Vendor shall be proficient and able to demonstrate "Expedited Roadway Clearance Practices" and "Incident Scene Safety" including:
- Single lane uprighting of loaded tractor trailers.
 - Relocation of loaded, overturned, tractor trailers from travel lanes.
- 9.7 The Vendor shall be, or become, proficient and able to demonstrate such proficiency in the following areas within the time frames specified in 10.1.
- Setting up incident scene Traffic Control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
 - The mitigation of accidental discharges of motor vehicle fluids, per the Florida Guidelines.
- 9.7 The RISC Vendor agrees that upon activation of the RISC contract, the responsible party, unless otherwise directed by the Investigating Law Enforcement Officer can request towing of the damaged vehicle(s) to a location of their choice with the understanding that they will be charged for the tow at the rate established by the county or FHP where the incident occurred.

10. QUALIFICATIONS, TRAINING AND CERTIFICATION OF VENDOR'S OPERATORS

10.1 Within sixty (60) days of the execution of this agreement or sixty (60) days of their hiring date, all lead Wrecker Operators and/or Recovery Personnel shall:

1. Complete Intermediate Maintenance of Traffic (MOT) training from a certified Department approved training agency. It is recommended that support personnel involved in the recovery effort also complete the Intermediate MOT training from a certified Department approved training agency. Recovery operators and support personnel shall also complete the FDOT MOT Training Course for Incident Responders, which is available online at:

- <http://wbt.dot.state.fl.us/ois/MOTTIRCBT/index.htm>

*NOTE: At least one member of wrecker/recovery personnel, certified in Intermediate MOT, must be on-scene at all times throughout the entirety of any RISC event. No work will be issued prior to completion and submittal of the Course Completion Certificate to The Department.

2. Receive instruction, training and if applicable, examination in each of the following specialized recovery wrecker operator services:

- Heavy Duty Wrecker Operations
- Ultra Heavy Wrecker and Recovery Practices
- Hazardous Materials Awareness

This training shall be conducted by state and/or industry recognized and approved instructors.

3. Have knowledge and understanding of the following policies/procedures:

- Traffic Incident Management Practices including:
 1. The Florida "Open Roads" policy
 2. The Florida "Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo)

10.2 Within one hundred twenty days (180) days of the execution of this agreement, or their hiring date, ALL wrecker/recovery personnel shall complete the 4-hour SHRP-2 Training certification under the instruction of a FHWA certified SHRP-2 Trainer.

11. AREAS WITH NO AVAILABLE 'RISC' VENDORS

It is anticipated that there may be areas in which the Department does not have under contract a RISC Vendor or times when a Vendor or Vendors for an area are unavailable to respond to a request for services. In such situations the Department reserves the right to contact any available RISC Vendor. The Department or FHP will attempt to call the Vendor whose facilities appear to be closest to the incident. Such Vendor shall be eligible for performance payment under paragraphs 2.2 and 2.3 of Exhibit "B" provided the Vendor is able to respond immediately with the two required recovery units and recovery support vehicles as referenced in Attachment "C" within the arrival time agreed upon by the department designee and the vendor provided all travel lanes are open within 90 minutes after the notice to proceed is given by FHP and/or the Department authorized representative. The Vendor should also be eligible to receive any additional performance payments provided the contract times are met.

12. **CONTRACT TERM**

The term of the agreement will be from the date of contract execution through thirty-six (36) months.

13. **VENDOR PERFORMANCE**

The Department will evaluate the Vendor's performance following each incident and will maintain such evaluations for use in administering this contract and in future contract renewal awards.

14. **ADDITIONAL VENDORS**

The District reserves the right to add new Vendors to provide services in accordance with this contract at such time as the prospective Vendor is able to provide the District with documentary proof of compliance with the requirements and qualifications specified herein.

15. **PAYMENT OF TOLLS**

The Vendor's attention is directed to the fact that the Vendor will be required to pay tolls, as applicable to the general public.

16. **MYFLORIDAMARKETPLACE TRANSACTION FEE**

This procurement is subject to the MyFloridaMarketPlace transaction fee, pursuant to Rule 60A-1.031, Florida Administrative Code (F.A.C.).

Attachment A

State of Florida

OPEN ROADS POLICY AGREEMENT

(Revised January 2014)

Quick Clearance for Safety and Mobility

This Open Roads Policy Agreement (Agreement) is entered into between the Florida Highway Patrol (FHP) and the Florida Department of Transportation (FDOT) and establishes a policy for FHP and FDOT personnel to expedite the removal of vehicles, cargo, and debris from roadways on the State Highway System to restore, in an **URGENT MANNER**, the safe and orderly flow of traffic following a motor vehicle crash or other traffic incident on Florida's roadways.

Whereas, public safety is the highest priority and must be maintained on Florida's roadways before, during, and after traffic incidents; and

Whereas, the quality of life in the State of Florida is heavily dependent upon the free movement of people, vehicles, and all types of commerce, and FHP and FDOT share the responsibility for achieving and maintaining the degree of order necessary to make this free movement possible; and

Whereas, traffic incidents account for approximately twenty-five percent of non-recurring congestion and the impacts on commerce can be minimized with sound traffic incident management practices by responding agencies; and

Whereas, nationally, it is estimated that five fire personnel, twelve police officers, and sixty tow truck operators are killed in struck-by incidents each year, and governmental entities have the responsibility to do whatever is reasonable to reduce the risks to responders; and

Whereas, secondary crashes pose safety risks to incident responders and all motorists; and

Whereas, the expeditious clearance of traffic incidents promotes safety, and that vehicle removal, move-over laws, and quick clearance policies minimize exposure and the potential for secondary crashes; and

Whereas, it is understood that damage to vehicles or cargo or both may occur as a result of clearing the roadway on an urgent basis. While reasonable attempts to avoid such damage shall be taken, the priority of responders is to safely restore traffic to normal conditions because traffic incident related congestion has an enormous cost to society. This cost is significantly greater than the salvage value of an already damaged vehicle and its cargo.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Roadways will be cleared of damaged vehicles, spilled cargo, and debris as soon as it is safe to do so. Reasonable attempts will be made to avoid unnecessary damage to vehicles and cargo in the process of clearing the roadway.

2. The following operating standards are based on the philosophy that the State Highway System will not be closed or restricted any longer than is absolutely necessary following a traffic crash or other roadway traffic incident.

3. Florida Highway Patrol Operating Standards:

a. Members of FHP who respond to the scene of traffic incidents will make clearing the travel portion of the roadway a high priority. When an investigation is required, it will be conducted in as expedient a manner as possible considering the severity of the incident. Non-critical portions of the investigation may be delayed until lighter traffic conditions allow completion of those tasks. FHP will close only those lanes absolutely necessary to safely conduct the investigation. FHP will coordinate with FDOT representatives to set up appropriate traffic control, establish alternate routes, expedite the safe movement of traffic at the scene, and restore the roadway to normal conditions as soon as possible.

b. Whenever practical, damaged vehicles on access-controlled roadways will be removed to off ramps, accident investigation sites, or other safe areas for completion of investigations to reduce delays. Tow truck operators will be requested as soon as it is evident that they will be needed to clear the roadway. FHP will assure that all authorized tow operators have met established competency levels and that the equipment is of appropriate size, capacity, and design to meet all standards of the State of Florida.

c. FHP will not unnecessarily cause any delay in reopening all or part of a roadway to allow a company to dispatch its own equipment to off-load cargo or recover a vehicle or load that is impacting traffic during peak traffic hours or creating a hazard to the public. FHP and FDOT will cooperate in planning and implementing clearance operations in the most safe and expeditious manner, to include the use of FDOT's Rapid Incident Scene Clearance (RISC) Procedure Number 750-030-020 when and where appropriate.

4. Florida Department of Transportation Operating Standards:

a. When requested by FHP or any other emergency response agency, FDOT will respond and deploy resources to major traffic incidents 24 hours a day, 7 days per week. Each FDOT District will develop and implement response procedures to meet the goal of providing initial traffic control within **30 minutes** of notification during the assigned working hours of each maintenance yard, and **60 minutes** after hours.

b. FDOT, in coordination with FHP, will upgrade traffic controls, determine detour routes, and discuss clearance strategies. When requested, FDOT will provide temporary traffic controls to ensure a safe work zone for all responders and the motoring public.

c. FDOT, in cooperation with FHP, will determine and deploy the necessary heavy equipment and manpower to reopen the roadway if there is a delay in clearing the travel lanes, or if the task is beyond the capabilities of the tow truck operator on scene. If cargo or spilled loads [non-hazardous] are involved, FDOT will make every effort to assist in the relocation of the materials in the shortest possible time, using whatever equipment necessary. All such materials or any vehicles relocated by FDOT will be moved the minimum practical distance to eliminate traffic hazards.

d. FDOT personnel will document all hours and equipment used for traffic control, roadway clearance, and debris clean up. FDOT will place traffic control devices at the scene should any damaged vehicles or cargo remain on the shoulder adjacent to the travel lanes for removal at a later time.

5. FDOT and FHP will continually work together to ensure that the needs of motorists on state roadways are being met in the most professional, safe, and efficient manner.

6. FHP and FDOT will evaluate and continually update and modify their operating policies, procedures, rules, and standards to assure they are consistent with this Agreement.

7. FHP, together with FDOT, will research, evaluate, and conduct training in the most advanced technologies, equipment, and approved methods for the documentation and investigation of crash or traffic incident scenes. FHP, using these techniques, will prioritize the investigative tasks that impede traffic and reopen travel lanes upon completion of such tasks that must be conducted in order to minimize impeding traffic.

8. Roadways will be cleared as soon as possible. It is the **goal** of all agencies that **all incidents be cleared from the roadway within 90 minutes of the arrival of the first responding officer**. This goal is made with the understanding that more complex scenarios may require additional time for complete clearance.

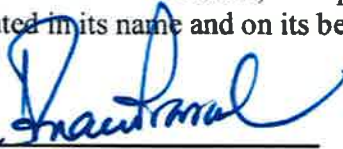
9. This Agreement applies to the impacts of roadway traffic incidents and does not apply to closures that are necessary for the furtherance of motorists' safety such as those undertaken for high winds, flooding, ice, fog, smoke, or other circumstance.

10. FHP and FDOT will actively solicit and enlist other state, county, and local agencies, political subdivisions, industry groups, and professional associations to endorse this Agreement for the State of Florida.

11. FHP will be responsible for calling a meeting with FDOT in July of each year to review this policy, and make changes as necessary.

12. With the mutual agreement of both parties, this policy agreement may be terminated on an agreed upon date without penalty to either party.


In witness whereof, each party to this Agreement has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative.

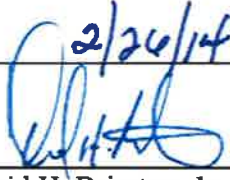
By: 
Ananth Prasad, P.E.
Secretary
Florida Department of Transportation

By: 
Julie L. Jones
Executive Director
Florida Department of Highway Safety and
Motor Vehicles

Date: 1-31-14

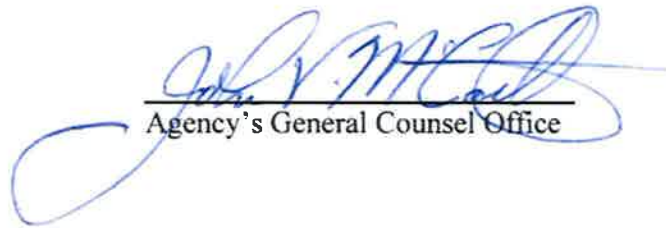
Date: 2/26/14

Legal Review:


By: 
Col. David H. Brierton, Jr.
Director
Florida Highway Patrol

Date: 2/17/14

Reviewed By:


Agency's General Counsel Office

2018 JAN 16 AM 10:28

ATTACHMENT "B"

EVENTS, CRASHES OR TRAFFIC INCIDENTS* UTILIZING THE SERVICES OF THE RECOVERY VENDOR FOR RAPID INCIDENT SCENE CLEARANCE

- A. Tractor Trailer Combinations (DOT Class 8)
 - Rollover blocking one or more travel lanes
 - Multiple truck crash
 - Lost Load on or affecting the travel lanes
 - Load Shifted on or affecting a travel lane
 - Lost tandems or split trailer on or affecting a travel lane
 - Truck fire with tires burned off or cargo spilled
 - Major impact with or on top of a barrier wall, guard rail or with a bridge support.

- B. Trucks over 16,000 lbs. (DOT Class 5, 6 & 7)
 - Rollover blocking one or more travel lanes
 - Lost load on or affecting the travel lanes
 - Load shifted on or affecting a travel lane
 - Truck fire with tires burned off or cargo spilled
 - Major impact with or on top of a barrier wall, guard rail or with a bridge support.

- C. Motor Homes and Motor Coaches (DOT Class 5 and 6)
 - Rollover blocking one or more travel lanes
 - Fire with tires burned off
 - Major impact with or on top of a barrier wall, guard rail or with a bridge support

- D. Busses (16 passenger or more, DOT Class 6, 7 & 8)
 - Rollover blocking one or more travel lanes
 - Fire with tires burned off or burned luggage on the roadway
 - Major impact with or on top of a barrier wall, guard rail or with a bridge support

- E. Aircraft
 - Any incident involving an aircraft effecting the travel lanes

- F. Large yacht type boats

- G. Mobile Homes, Modular Homes, or Modular Buildings

Note: In addition, any complex or extended incident where vehicles cannot be easily towed from the scene or are creating a hazard to traffic may be candidates for using the "Vendor" as directed by the District.

*Includes but not limited to

Rapid Incident Scene Clearance (RISC) for District Five ATTACHMENT "C"

Equipment and Vehicle Requirements

The Vendor shall be required to submit to the Department documentary proof of current ownership or lease of the following equipment having the minimum capacity, size and number listed below:

A. Initial Response (required equipment):

Recovery Wrecker Requirements (Company Owned/or leased)

One 50-Ton (Heavier) Hydraulic, extendable, fixed boom, ultra heavy duty recovery wrecker with a boom structural rating (TEMA or SAE) of 100,000 lbs. A minimum of two planetary winches with a manufacturers rating of 50,000 lbs. each and 200 ft. of 3/4" cable. The boom shall extend a minimum of 150" beyond the tailgate. The boom shall elevate to a working height of 21 ft. The truck chassis shall be a minimum of 62,000 lbs gross vehicle weight (GVW). The unit shall be equipped with an under reach tow unit with a capacity of 50,000 lbs. The truck chassis must be designed for or reinforced for severe service. The drive line shall also be severe service and geared for the low end, high torque applications frequently required for quick clearance and relocation of loaded, wrecked heavy trucks - in some cases while they are still overturned. The wrecker shall be stocked with the additional tools, equipment and material listed in Section D of this attachment.

AND

One 35 ton capacity rotator type heavy duty wrecker or extendable boom, with the same capacity or greater. The Vendor may request to substitute a mobile crane for the rotator. To be considered, the mobile crane must be equipped for truck crash recovery with the tool supplies and rigging as established in this agreement. State of Florida crane operator certification is required. The Department reserves the right to approve or reject the request to substitute a crane for the rotator wrecker.

NOTE: ONE OF THE ON-SCENE WRECKERS SHALL BE A ROTATOR.

AND

One Recovery Support Vehicle with an enclosed or utility body and a roof mounted DOT approved MUTCD Type B arrow board. The Support Vehicle shall be stocked with MUTCD traffic control devices (signs, sign stands and cones etc.) and the additional tools, equipment and material listed in Section E of this attachment.

*Note: The support vehicle as specified shall be purchased or acquired and placed into service within sixty (60) days from execution of this agreement.

**B. Additional Trucks and Heavy Equipment Requirements:
(Company Owned/or leased)**

- 1 ea. Heavy-duty *skid steer loader* with bucket, broom, and fork attachments
- 1 ea. *Tilt bed, hydraulic, lowboy semi-trailer* (Landoll or equivalent) with a 35 ton capacity, 48 ft. bed and a 20,000 lb. winch with 75 ft. of 5/8" cable
- 1 ea. Tandem axle *tractor* with a sliding fifth wheel
- 1 ea. Rubber tired, articulated, heavy construction *end loader* with a minimum 2 yard bucket (when loaded on the lowboy trailed the combined height must not exceed 13ft.-6in.)
- 2 ea. 20-yard dumpsters (including ability to transport them to scene.)

C. Subcontracted Service Providers

The Vendor shall provide proof of an existing account in good standing with a local company to provide the following services. These services must have the means to respond to a major incident scene 24 hours per day/7 days per week in one hour or less.

- A **Maintenance of Traffic** (MOT) Contractor that can provide and set up MUTCD and FDOT approved work zone traffic controls including a Worksite Traffic Supervisor.
- A **Disposal Company** that can deliver to the scene of an incident dumpsters or hoppers for crash debris, fire debris and or spilled non-hazardous cargo.
- A **Vacuum or Suction Service** for off loading or recovering spilled grains, powders, plastic pellets, etc.
- A **Trucking or Transport company** that can provide dump, refrigerator or flat bed trucks and trailers.
- A **Construction Crane Rental Company** with 50 ton and larger mobile cranes.
- A source of bulk sand available 24 Hours a day, 7 days a week.

D. Items Required on Recovery Wreckers

Each Recovery Wrecker shall carry the following tools, supplies and rigging:

- Alloy (grade #8) chain: 2 ea. 3/8"x 10', 2 ea. 5/8"x 10' and 4 ea. 1/2"x 10'
- Two pair (4), wide profile, 50 ton, nylon recovery straps
- Four heavy duty snatch blocks (working load matched to the wrecker)
- Various hooks, clevis' and chokers (matched to the wrecker capacity)
- 1 ea. High Pressure air cushion (24"x24") with control module and hose
- 4 ea. 4-foot, hardwood timbers (4"x6")
- 8 ea. 2-foot, hard wood cribbing (4"x4")
- 1 ea. Extension ladder (20ft)
- 1 ea. 36" bolt cutters
- 2 ea. BC Fire extinguishers (10 lbs.)
- 1 ea. Long handle axe
- 2 ea. Long handle shovels (flat blade)
- 2 ea. Long handle shovels (round blade)
- 2 ea. Street brooms
- 4 ea. Wheel chocks
- 1 ea. 5 ft. Pike bar
- 1 ea. Crow bars (36")
- 1 ea. Sledge hammer (10-12 lbs)
- 2 ea. Large capacity trash cans or bagsters
- 1 ea. Hydraulic jack (20 ton)
- 1 ea. Plug/spill kits, fully stocked
- Angle iron or aluminum, wide flange various lengths
- 1 ea. Complete brake release kit: (hand tools, hoses, glad hands, numerous fittings and brake caging bolts)
- 2 ea. Heavy duty, Industrial flashlights
- 12 ea. Thirty-six (36) inch, 12lb. reflectorized traffic cones stamped with the FDOT certified product number
- 4 Dozen 30-minute highway flares
- 120 lbs. or 30 gal. of oil dry or approved absorbent
- 50 ft. of rope (1/2")
- 4 ea. load binders, transport chains and cheater pipe
- 1 ea. Tarpaulin (20 ft x 20 ft.)
- Digital camera or cell phone camera with a minimum of 5 megapixels.
- 2 ea. Rolls of duct tape

- 2 ea. Sewer drain or inlet covers (mud flaps acceptable)
- 1 ea. Complete mechanics hand tool set
- 1 ea. Complete first-aid kit

E. Items required in the Recovery Support Vehicle

- 60 ea. Thirty-six (36) inch, 12lb. reflectorized traffic cones stamped with the FDOT certified product number
- 4 ea. Fabric, MUTCD approved Incident Mgt. Warning signs
- 4 ea. Portable sign stands for 48" warning signs (see above)
- 1 ea. Gas powered cut-off saw
- 4 ea. 500-watt Auxiliary flood lights w/stands
- 1 ea. Portable air compressor
- 1 ea. Air impact wrench with sockets
- 1 ea. Air powered metal chisel
- 1 ea. Acetylene/Oxygen cutting torch
- 2 ea. Bolt cutters (36")
- 2 ea. Long handle shovels (flat blade)
- 2 ea. Long handle shovels (round blade)
- 2 ea. Aluminum or plastic coal or grain shovels
- 4 ea. Street brooms
- 1 ea. Adjustable drum moving dolly
- 2 ea. Hand trucks
- 1 ea. Pallet puller
- 1 ea. Dock plate with clamps
- 2 ea. Large Tarpaulins (20 ft. x 20 ft.)
- 12 Dozen 30-minute Highway flares
- 200 lbs. or 50 gals. of oil dry or approved absorbent
- 1 Roll of rubber floor runner (36" wide)
- 10 lbs. of 16D nails
- 10 softwood 2x4 studs
- 2 Rolls of heavy duty (80 gauge) stretch wrap with dispenser
- 4 Rolls of duct tape
- 10 load binders and securement chain for a 30 ton load
- 1 Case of heavy duty, 55 gallon trash bags
- 1 Roll of heavy gauge visqueen plastic sheeting
- 1 ea. Complete first-aid kit
- 4 ea. pallets of filled dry sandbags (approximately 200 1/2-filled standard woven plastic sandbags)
- (2) 50 lb containers of Asphalt Cold Patch or Aquaphalt.

*Note: Substitutions of comparable performance/capacity may be allowed with approval of FDOT D5 TIM Program Manager.

These tools, supplies and material are required as a minimum. It is expected that a professional recovery wrecker operation will supplement this list with all items needed to operate in a safe and efficient manner. All equipment must be maintained and in safe, good working order throughout the term of this contract.

The "Vendor" grants the Florida Department of Transportation, and the Florida Highway Patrol the right to inspect the vehicles and equipment, or those of any subcontractor, upon request during normal business hours to establish or confirm that the Company is in compliance with the terms of this Agreement.

STANDARD CONTRACT TERMS AND CONDITIONS

The following form PUR 1000 is a standard contract terms form that the Department includes in all procurements, except that paragraphs 5, 11, 19, 20, 22, 23, 25, 26, 27, 29, 31, 35, 40, 41, and 42 do not apply to this Request for Proposal. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the procurement documents. That substance located elsewhere continues to apply regardless of this exception paragraph.

State of Florida PUR 1000

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
- ~~5. Additional Quantities.~~
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
- ~~11. Transportation and Delivery.~~
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
- ~~19. Indemnification.~~
- ~~20. Limitation of Liability.~~
21. Suspension of Work.
- ~~22. Termination for Convenience.~~
- ~~23. Termination for Cause.~~
24. Force Majeure, Notice of Delay, and No Damages for Delay.
- ~~25. Changes.~~
26. Renewal.
- ~~27. Purchase Order Duration.~~
28. Advertising.
- ~~29. Assignment.~~
30. Antitrust Assignment
- ~~31. Dispute Resolution.~~
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
- ~~35. Insurance Requirements.~~
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
- ~~40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).~~
- ~~41. Products Available from the Blind or Other Handicapped.~~
- ~~42. Modification of Terms.~~
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(14) and (15) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional

prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

~~5. **Additional Quantities**. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.~~

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

~~**11. Transportation and Delivery**. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB-Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor~~

~~suspension.~~

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dliis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

~~**19. Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees,~~

~~partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.~~

~~Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.~~

~~The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.~~

20. Limitation of Liability. ~~For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.~~

~~Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.~~

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to

any additional compensation.

~~**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.~~

~~**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A 1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.~~

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

~~**25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the~~

~~general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.~~

~~**26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.~~

~~**27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill these orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.~~

~~Purchase orders for a one time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.~~

~~Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.~~

~~The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.~~

~~Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.~~

~~Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.~~

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service

representative.

~~**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.~~

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

~~**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.~~

~~Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.~~

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

~~**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.~~

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

~~**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.~~

~~**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed~~

~~to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.~~

~~**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.~~

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT "B"
METHOD OF COMPENSATION

1. **BILLING VEHICLE OWNERS**

The Vendor agrees to seek compensation for actual vehicle recovery and towing services performed pursuant to this agreement solely from the owner of the vehicle or their insurance provider. The Vendor agrees that no claim for compensation will be made against the District, the Florida Highway Patrol, local law enforcement or its employees or agents for any recovery or towing services.

2. **PERFORMANCE PAYMENTS**

The Vendor shall be eligible for payment under paragraph 2.1 or 2.2, but not both, provided certain requirements are met. Payment under paragraph 2.3 shall only be made if performance payment is made under paragraph 2.2 and the additional trucks and heavy equipment were mobilized at the request of the Department.

2.1 In the event the Vendor mobilizes and arrives at the crash scene at the District's request with the traffic control devices and recovery equipment, as specified in Attachment "C", within one hour, unless additional arrival time has been granted for out of area/zone response by the District and recovery services are not necessary or another towing and recovery firm hired or engaged by the vehicle owner is allowed by FHP, local law enforcement, and the District incident managers to complete the clearance of the incident and towing of the vehicles, the District agrees to pay a Flat Rate **Service payment** of **\$600.00**. Once a "notice to proceed" is given to the Vendor to commence actual performance of removal and clearance services, the Vendor is not eligible for payment under this paragraph 2.1.

2.2 The Department agrees to pay the Vendor a Flat Rate **Emergency Response and Mobilization payment** of **\$2,500** when services were authorized by the Department, FHP or local law enforcement.

To qualify for the Emergency Response and Mobilization payment the Vendor must:

- Have responded to the incident scene with all requested recovery, clearance and traffic control equipment and necessary personnel **within one hour** from the official notification by the FDOT, FHP or local law enforcement, unless additional arrival time has been granted for out of area/zone response by the District.

AND

- Have completed the removal and clearance of all crash scene vehicles, cargo, debris and non-hazardous vehicle fluids from **all travel lanes** and **opened** to traffic **within 90 minutes** after the Notice to Proceed by FHP, local law enforcement or a Department authorized representative.

Note: The documented "notice to proceed" and "all lanes open" times recorded at the Traffic Management Center (TMC), FHP Communications Center or local law enforcement communications center will be used to verify the request for emergency response and mobilization payment. If needed, the final clean up and removal of wreckage and debris shall be coordinated with the District, FHP or local law enforcement and may be postponed until the operation will have a minimal impact on traffic.

- 2.3 Upon approval of the Investigating Law Enforcement Officer, or the district designee, the District agrees to pay for a Flat Rate **Additional Trucks and Heavy Equipment Response and Mobilization payment**, of **\$600** for the additional Trucks and Heavy Equipment listed in Attachment "C".

This payment will apply for response and mobilization of the equipment in Attachment "C" when not used in the recovery effort. The cost of bringing this additional equipment will not be billed to insurance companies by the Vendor.

The vendor may qualify for the additional equipment mobilization payment of \$600 in addition to the initial response mobilization payment of \$600 shown in 2.1 above, if the RISC vendor arrives on-scene within the required time frames and is not utilized for incident recovery.

- 2.4 **Once the additional equipment is placed into service in the recovery effort at the incident scene, the above "Additional Trucks and Heavy Equipment Response and Mobilization payment" will be increased to \$1,000 and the use may be billed to the insurance companies by the Department as part of the RISC incident. \$1,000 is the maximum payment available in section. 2.3 Exhibit B.**
- 2.5 The FHP Regional Communications Center, any applicable local law enforcement agency communication center, or the Department Traffic Management Center will note all times as related to the RISC implementation and operation.

3. **FORFEITURE OF PERFORMANCE PAYMENTS**

No performance payment shall be made to the Vendor under paragraph 2.2 and 2.3 of this Exhibit "B" if the Vendor has not completed their work and all travel lanes are not open to traffic **ninety (90) minutes** after the notice to proceed.

If the Vendor was ordered to stop their roadway clearance activity by Fire Rescue, FHP, local law enforcement or the Department authorized representative, the Vendor will not be penalized for the time they were delayed. This extended time must be documented by the authorized representative of the District or incident commander at the incident scene. The vendor should ensure that both the time of the work stoppage and the restart time are recorded in the incident log (event chronology).

4. **LIQUIDATED DAMAGES**

If the Vendor has not completed the removal and clearance of the vehicles, non-hazardous cargo, debris and vehicle fluids after three hours from the Notice to Proceed, and all travel lanes are not open to traffic as a result, a flat rate of **\$600** can be assessed against the Vendor at the discretion of the authorized representative of the District. An additional **\$600** will be assessed for each additional hour or **\$10 per minute** it takes the Vendor to completely open the roadway to traffic.

Exemptions to the Liquidated Damages Provisions:

Incidents involving trucks hauling a Hazardous Material cargo that by direction of the Department authorized representative require special precautions. Incidents involving damage to the roadway infrastructure that prohibit reopening the travel lanes.

5. **BILLING**

The Vendor shall bill the Department for services rendered only upon receipt of a **Confirming Letter of Authorization (LOA)** issued by the Department following completion of services. The Department's LOA shall identify the location where services were authorized to be performed, the services to be compensated, and the rate to be paid as set forth in this agreement. The Vendor's invoice shall reference the services being billed and the LOA number.

6. **INVOICES**

The Vendor agrees to provide the District with copies of all invoices billed to insurance companies of vehicles involved in RISC activation.

All elements of a RISC activation shall be completely documented by the Vendor. This shall include photographs, time of day, lanes blocked, and duration of incident.

7. **COMPENSTATION**

The Vendor shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department.

8. **FINANCIAL CONSEQUENCES**

If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department. Financial Consequences for unsatisfactory performance are referenced in Section 6B of the Standard Written Agreement, Form No. 375-040-19. Payment will not be made to the Vendor until the products have been delivered and/or the specified services have been satisfactorily performed and accepted by the Department.

EXHIBIT "C"
PROPOSER'S AREAS OF COVERAGE

(Check the box(es) to indicate the highway segment(s) your firm will cover)

Roadway	County	From	To	Approx. Distance	Selected Zones
I-75	Sumter	Hernando/Sumter County line (MM305.5)	CR 470 (Exit 321)	16 miles	<input type="checkbox"/>
I-75	Sumter	CR470 (Exit 321)	Sumter/Marion Co line (MM 335.6)	15 miles	<input type="checkbox"/>
I-75	Marion	Sumter/Marion Co line (MM335.6)	US 27 (Exit 354)	18 miles	<input type="checkbox"/>
I-75	Marion	US 27 (Exit 354)	Marion/Alachua County line (MM373.8)	20 miles	<input type="checkbox"/>
I-4	Osceola/ Orange	Polk/Osceola Co Line (MM57.6)	Kirkman Rd/SR 435 (I-4 Ultimate Project Limit) (Exit 75A)	16 miles	<input checked="" type="checkbox"/>
I-4	Seminole/ Volusia	SR 434 (I-4 Ultimate Project Limit) (Exit 94)	Saxon Blvd (Exit 111 A/B)	13 miles	<input checked="" type="checkbox"/>
I-4	Volusia	Saxon Blvd (Exit 111 A/B)	US 92 (Exit 129)	18 miles	<input type="checkbox"/>
I-4/I-95	Volusia	US 92 (Exit 129)	SR 400 at Andros Isles Blvd	4 miles	<input type="checkbox"/>
(Combined Zone)		LPGA Blvd (Exit 265)	SR 421/Dunlawton Blvd (Exit 256)	9 miles	<input type="checkbox"/>
I-95	Flagler	St. Johns/Flagler County line (MM297)	Flagler/Volusia County line – Old Dixie Highway (Exit 278)	19 miles	<input type="checkbox"/>
I-95	Volusia	Flagler/Volusia County line – Old Dixie Highway (Exit 278)	LPGA Blvd (Exit 265)	13 miles	<input type="checkbox"/>
I-95	Volusia	SR 421/Dunlawton Blvd (Exit 256)	Volusia/Brevard County line (MM232.5)	24 miles	<input type="checkbox"/>
I-95	Brevard	Volusia/Brevard County Line (MM 232.5)	SR 528/Beachline Expressway (MM205.5)	27 miles	<input type="checkbox"/>
I-95	Brevard	SR 528/Beachline Expressway (MM205.5)	SR 518/Eau Gallie Blvd (MM183.5)	22 miles	<input type="checkbox"/>
I-95	Brevard	SR 518/Eau Gallie Blvd (MM183.5)	Brevard/Indian River County line (MM160)	24 miles	<input type="checkbox"/>

Note: All zone limits that end/begin at an interchange will include all interstate exit and entrance ramps associated with the identified interchange.

*Zones may be changed, at the discretion of the District, to insure the highest level of efficiency in responding to, and clearing, RISC incidents.

**CFX'S EXHIBIT "C" –
CONTRACTOR'S AREAS OF
COVERAGE**

CFX'S EXHIBIT "C"

CONTRACTOR'S AREAS OF COVERAGE

Roadway	County	From	To	Approx. Distance
S.R. 408	Orange	Interchange Florida's Turnpike near S.R. 50 west at Clarke Road	Interchange with SR 50 east of Alafaya Trail	22 miles There are four mainline and 22 ramp toll plazas.
S.R. 414 a/k/a John Land Apopka Expressway	Orange	US 441 / Orange Blossom Trail	US 441 near Plymouth Sorrento Road	9 miles Out of the total 9 miles, 3 miles are part of the dual route with SR 429 (SR 429/414). There is one mainline plaza and four ramp plazas.
S.R. 417 a/k/a Central Florida GreeneWay	Orange	The interchange with International Drive near SR 535, running east, south of the Orlando International Airport,	and turning north to the Seminole/Orange County line,	32 miles There are four mainline and 26 ramp plazas on this roadway. The portions of SR 417 north of the Seminole/Orange County line and south of International Drive are owned and operated by the Florida Department of Transportation (FDOT).

Roadway	County	From	To	Approx. Distance
S.R. 429 a/k/a Daniel Webster Western Beltway	Orange	Seidel Road north	Mount Plymouth Road	31 miles (Of the total 31 miles, 3 miles are part of the dual route with SR 414 (SR 429/414)) There are two mainline plazas, two mainline gantries and 12 ramp plazas. + The portion of SR 429 from south of Seidel Road to I-4 is owned and operated by FDOT.
S.R. 451	Orange	north of SR 414	US 441 near Vick Road	2 miles There are no mainline or ramp plazas.
S.R. 453	Orange and Lake	SR 429	SR 46 in Lake County	2 miles SR 453 is expected to open in summer of 2018. There is one mainline gantry.
S.R. 528 a/k/a Martin B. Anderson Beachline Expressway	Orange	Boggy Creek Road / McCoy Road in the west	SR 520 in the east	23 miles There are two mainline and ten ramp facilities (includes two ramp rebate gantries). The portions of SR 528 east and west of CFX's jurisdiction are owned and operated by the FDOT.
Goldenrod Extension	Orange	Lee Vista Blvd. South	Cargo Road North	2.46 miles There is 1 mainline plaza.

Note 1. December 2017 - While CFX's jurisdiction includes; Orange, Brevard, Lake, Osceola, and Seminole Counties; only Orange County has active limited access highways, interchanges, and ramps online. It is anticipated that additional limited access highways, interchanges, and ramps will become active and online within Lake County during the first half of 2018. Dates for future expansion within Brevard, Seminole, and Osceola are currently unavailable.


<https://www.cfxway.com/wp-content/uploads/2016/06/CFX-System-Map-2016.pdf>

**CONSENT AGENDA ITEM
#22**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: August 17, 2021

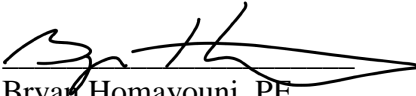
SUBJECT: Approval of Second Contract Renewal with Johnson's Wrecker Service, Inc.
for Rapid Incident Scene Clearance (RISC) Services
Contract No. 001383

Board approval is requested for the second renewal of the referenced contract with Johnson's Wrecker Service, Inc. in the amount of \$10,000.00 for one year beginning on February 2, 2022 and ending February 1, 2023. The original contract was for three years with two one-year renewal options.

The work to be performed includes RISC services on CFX's system.

Original Contract	\$49,500.00
First Renewal	\$13,000.00
Second Renewal	<u>\$10,000.00</u>
Total	\$72,500.00

This contract is included in the OM&A Budget.

Reviewed by: 
Bryan Homayouni, PE
Manager of Traffic Operations


Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001383**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 9th day of September 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Johnson’s Wrecker Service, Inc. hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on February 2, 2018, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Contractor to provide rapid incident scene clearance services on CFX system.

WHEREAS, the Parties seek to renew the Initial CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on February 2, 2022 and end on February 1, 2023 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$10,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal 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.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

JOHNSON'S WRECKER SERVICE, INC.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on this
___ day of _____, 2021 for its exclusive use
and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001383**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 10th day of December 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Johnson's Wrecker Service, Inc. hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on February 2, 2018, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide rapid incident scene clearance services on CFX system.

WHEREAS, the Parties seek to renew the Initial CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on February 2, 2021 and end on February 1, 2022 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$13,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal 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.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

JOHNSON'S WRECKER SERVICE, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DocuSigned by:
By: Darrell Johnson, Jr
Print Name: Darrell Johnson Jr.
Title: Vice President

By: Aneth Williams
Digitally signed by Aneth Williams
Date: 2021.02.01 07:49:23 -05'00'
Aneth Williams, Director of Procurement



Sheryl L. Bradley
Notary Public
State of Florida
Comm# HH059523
Expires 11/2/2024

ATTEST: Sheryl Bradley
Seminole County FL 1/27/21
Secretary or Notary
If Individual, furnish two witnesses:

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: _____
Print Name: _____

By: Diego "Woody" Rodriguez
Digitally signed by Diego "Woody" Rodriguez
Date: 2021.01.30 15:42:28 -05'00'
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

2018 JAN 12 PM 2:12

COOPERATIVE PURCHASE AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

JOHNSON'S WRECKER SERVICE, INC.

RAPID INCIDENT SCENE CLEARANCE (RISC) SERVICES

CONTRACT NO. 001383

CONTRACT DATE: February 2nd, 2018

CONTRACT AMOUNT: \$49,500.00

**COOPERATIVE PURCHASE AGREEMENT, FDOT STATE
STANDARD WRITTEN AGREEMENT NO. BE458, CFX
EXHIBIT "C", AND FORMS**

**COOPERATIVE PURCHASE AGREEMENT, FDOT STATE STANDARD
WRITTEN AGREEMENT NO. BE458, CFX EXHIBIT "C", AND FORMS**

RAPID INCIDENT SCENE CLEARANCE (RISC) SERVICES

CONTRACT NO. 001383

DECEMBER 2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
COOPERATIVE PURCHASE AGREEMENT	1 to9
FDOT STATE STANDARD WRITTEN AGREEMENT NO. BE458	
State Contract	1 to 8
Exhibit "A" – Scope of Services	A-1toA-7
Attachment A – State of Florida Open Roads Policy Agreement (revised Jan. 2014)	A-8 to A-12
Attachment B – Events, Crashes or Traffic Incidents* Utilizing the Services of the Recovery Vendor for Rapid Incident Scene Clearance	A-13
Attachment C - Equipment and Vehicle Requirements	A-14 to A-16
Standard Contract Terms and Conditions	A-17 to A-27
Exhibit "B" - Method of Compensation	B-1 to B-3
Exhibit "C" - Proposer's Areas of Coverage	C-1
CFX'S EXHIBIT "C" – CONTRACTOR'S AREAS OF COVERAGE	CFX C-1 to CFX C-2

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
RAPID INCIDENT SCENE CLEARANCE (RISC) SERVICES
CONTRACT NO. 001383**

This Agreement is made this 2 day of FEBRUARY 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter "CFX," and Johnson's Wrecker Service, Inc., whose address is 500 Wilmer Ave., Orlando, Florida 32808, hereinafter "CONTRACTOR" or "Vendor," who is duly authorized to conduct business in the State of Florida.

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of [CFX];" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide rapid incident scene clearance services on the Central Florida Expressway System as defined under Section 348.752(5) of Florida Statutes; and

WHEREAS, on or about October 31, 2017, and pursuant to Section 287.042(16)(a), the CONTRACTOR entered into an agreement with the State of Florida, Department of Transportation, hereinafter "State," to provide the same services as required by CFX; and

WHEREAS, pursuant to Article XII(O) of CFX's Procurement Policy, competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with the State Department of Transportation Agreement No. BE458, for the same services to be provided hereunder; and

WHEREAS, the above-referenced Contract is attached hereto and consists of the following:

Item	Page No.	Description
State Contract	Page 1 to 8	Standard Written Agreement No. BE458
Exhibit "A"	A-1 to A-7	Scope of Services Rapid Incident Scene Clearance (RISC) for District 5
Attachment A	A-8 to A-12	State of Florida Open Roads Policy Agreement (revised Jan. 2014)

Item	Page No.	Description
Attachment B	A-13	Events, Crashes or Traffic Incidents* Utilizing the Services of the Recovery Vendor for Rapid Incident Scene Clearance
Attachment C	A-14 to A-16	Equipment and Vehicle Requirements
	A-17 to A-27	Standard Contract Terms and Conditions
Exhibit "B"	B-1 to B-3	Method of Compensation
Exhibit "C"	C-1	Proposer's Areas of Coverage

and

WHEREAS, CFX has decided to contract with CONTRACTOR for the performance of the services described herein under substantially the same terms and conditions previously negotiated by the State; and

WHEREAS, the CONTRACTOR agrees to provide the services under substantially the same terms and conditions as included in the above-referenced Contract, and such additional terms and conditions as detailed below.

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. RECITALS

The recitals are true and corrected and incorporated herein as terms.

2. ADOPTION OF THE STATE CONTRACT

The parties adopt the terms and conditions in the CONTRACTOR's existing contract with the State Department of Transportation Agreement No. BE458, including Exhibits "A," "B", and "C" and Attachments A, B, and C, by reference as though set forth fully herein, hereinafter referred to as the "State Contract", subject to the substitutions or revisions described below.

2.1 References to "Florida Department of Transportation" and "Department" in the State Contract shall be replaced with the "Central Florida Expressway Authority," except in Exhibit "A," paragraph 1.1.

2.2 References to "Director" in the State Contract shall be replaced with "CFX Chief of Technology/Operations."

2.3 References to "Contract Manager" in the State Contract shall be replaced with the "Manager of Traffic Operations."

2.4 References to "District 5", "The District", and "District" in the State Contract shall be replaced with the "Central Florida Expressway Authority."

2.5 References to “Comptroller” in the State Contract shall be replaced with the “Chief Financial Officer.

2.6 Section 2, entitled “TERM,” on page 2 of the State Contract, shall be replaced in its entirety, including subsections 2A, 2B, and 2C, with the following:

2. TERM. This Agreement shall be effective for an initial term of three (3) years from the date of the Notice to Proceed, and shall continue, unless sooner terminated as provided hereunder with the option to extend the Agreement for up to two (2) additional one-year periods each by mutual written consent of both parties. The options to renew are at the sole discretion and election of CFX. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the Contract Term.

2.7 The first sentence of Subsection 3.A. on page 2 of the State Contract shall be revised by removing the text marked by strikeouts as follows:

3. COMPENSATION AND PAYMENT

A. Payment shall be made only after receipt and approval of goods and services, ~~unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes.~~

2.8 The first sentence of Subsection 3.F. on page 3 of the State Contract shall be revised by removing the text marked by strikeouts and adding the underlined text as follows:

3. COMPENSATION AND PAYMENT

F. If a payment is not available within forty-five (45) ~~(40)~~ days, a separate interest penalty as established pursuant to Section 218.74215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor.

2.9 Subsections 3.G. and 3.H. on page 3 of the State Contract shall be deleted.

2.10 The references to “Legislature” in the State Contract on page 4, subsection 3.J., and page A-27, paragraph 45, shall be replaced with “the CFX Board.”

2.11 At the end of Subsection 5.A., under Section 5 entitled “COMPLIANCE WITH LAWS,” the Custodian of Public Records contact information shall be deleted and replaced with:

CFX Records Management Department
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Phone: 407-690-5000
e-mail: publicrecords@cfxway.com”

2.12 The reference to “the State” in Subsections 5.J. and 5.K. on page 7 of the State Contract shall be replaced with “CFX.”

2.13 The following subsections shall be inserted after Subsection 5.L.

M. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term “fee” shall also include brokerage fee, however denoted.

N. CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX’s Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

2.14 The following subsection shall be inserted after Subsection 7.A. on page 7 of the State Contract:

B. If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX’s Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

2.15 On Page A-1 of Exhibit “A” entitled “Scope of Services,” the second sentence of Subsection 1.3 shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

1.3 This agreement and RISC funding will be limited to use on CFX limited access highways. ~~Other non limited access highways will be considered on a case by case basis and must be approved by the Department’s State Traffic Engineer.~~ See section 8.3 for the list of roadways that are included in the District’s RISC Program.

2.16 On page A-1 of Exhibit “A” entitled “Scope of Services,” Subsection 2.1 shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

2.1 CFX ~~The District~~ shall grant to a towing and recovery company (hereinafter “Vendor”) a nonexclusive privilege to provide RISC Services, for those events, crashes or traffic incidents described in Attachment “B”, on that portion of CFX’s ~~the District’s~~ roadway system selected by CFX. ~~selected by the Vendor.~~

2.17 On page A-2 of Exhibit “A” entitled “Incident Response Requirements,” Subsection 4.2 shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

4.2 The Vendor shall be available to provide these services on a twenty-four (24) hours a day, seven (7) days a week basis, and to provide the arrival status of their personnel and equipment upon request by the investigating law enforcement personnel and/or CFX’s designated representative ~~the District’s Regional Traffic Management Center.~~ The Vendor shall provide CFX ~~the District~~ with a telephone number at which the Vendor can be contacted at all times. Under no circumstances will answering services be allowed. ~~Phone numbers for the FDOT Traffic Management Center or FHP Regional Communications Center will be provided to the vendor upon acceptance of this agreement by both parties.~~

2.18 On page A-2 of Exhibit “A” entitled “Incident Response Requirements,” Subsection 4.3 shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

4.3 TIME IS OF THE ESSENCE IN THIS CONTRACT. Upon the FHP or CFX’s ~~the District’s~~ request for RISC services, the Vendor shall provide CFX ~~the District~~ or FHP an estimated arrival time. The Vendor will not transfer calls for recovery services to another Vendor. In the event the Vendor is unable to respond, the Vendor **must** notify the requestor. The Vendor will be rotated to the bottom of the rotation list and the next Vendor on the list will be contacted to respond. ~~If no Vendors within the local~~

~~service area are able to respond, the next closest vendor from another service area may be called.~~

2.19 On page A-3 of Exhibit “A” entitled “Incident Response Requirements,” Subsection 4.4 shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

4.4 Notification – The vendor shall notify CFX’s designated representative and the FDOT Traffic Management Center ~~or FHP Regional Communications Center~~ at the following points:

- a. When the Vendor is en route to the incident scene.
- b. When the Vendor arrives at the incident scene.
- c. When the Vendor is given the Notice to Proceed.
- d. When all travel lanes are cleared.
- e. Stoppage and restart times, if RISC recovery operations be are halted by Fire Rescue, FHP, local law enforcement or CFX ~~the Department~~ authorized representative.

2.20 On page A-4 of Exhibit “A” entitled “Incident Response Requirements,” Subsection 8.3 shall be revised by adding the underlined text, removing the text marked by strikeouts, and replacing the table with the table below as follows:

This agreement covers Rapid Incident Scene Clearance by the Vendor for those segments of the following limited access highways, interchanges, and ramps and other approved roadway segments, under the jurisdiction and operational control of CFX the District and approved selected by the Vendor. Other areas in and outside CFX boundaries may be added at any time as the need arises or in order to correspond with CFX jurisdictional growth.

Roadway	County
S.R. 408	Orange: 22 miles
S.R. 414	Orange: 9 miles
S.R. 417	Orange: 32 miles
S.R. 429	Orange: 31 miles
S.R. 451	Orange: 2 miles
S.R. 453	Orange and Lake: 2 miles
S.R. 528	Orange: 23 miles
Goldenrod Extension	Orange: 2.46 miles

2.21 On page A-4 of Exhibit “A” entitled “Incident Response Requirements,” the reference to “Exhibit ‘C’ ” shall be replaced with “CFX’s Exhibit ‘C.’ ”

2.22 On page A-7 of Exhibit “A,” Section 12 entitled “Contract Term” shall be deleted.

2.23 On page A-7 of Exhibit "A," Section 16 entitled "Myfloridamarketplace Transaction Fee" shall be deleted.

2.24 On page A-7 of Exhibit "A," Section 12 entitled "Contract Term" shall be deleted.

2.25 On pages A-20, A-26 and A-27 in the Standard Contract Terms and Conditions, Section 14 entitled "Transaction Fee," Section 15 entitled "Invoicing and Payment," Section 39 entitled "Leases and Installment Purchases," and Section 43 entitled "Cooperative Purchasing" shall be deleted.

2.26 On page B-3 of Exhibit "B" entitled "Method of Compensation," Section 7 entitled "Compensation" shall be revised by adding the underlined text and removing the text marked by strikeouts as follows:

7. COMPENSATION. The Vendor shall not provide services that exceed the ~~Fiscal Year~~ contract amount(s) without an approved Amendment from CFX ~~the Department~~.

2.27 Exhibit "C" entitled "Proposer's Areas of Coverage" shall be replaced with CFX's Exhibit "C" entitled "Contractor's Areas of Coverage."

3. ADDITIONAL TERMS REQUIRED BY CFX

3.1 SERVICES TO BE PROVIDED. The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Agreement in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract. Work shall be conducted within the geographic bounds as outlined in the Contractor's Areas of Coverage attached as **CFX's Exhibit "C"** which is are hereby adopted and made part of this Contract as completely as if incorporated herein.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

3.2 CONTRACT AMOUNT. The Contract Amount for the Initial Contract Term is Forty-Nine Thousand Five Hundred Dollars (\$49,500.00). The Contractor shall be responsible for keeping track of the amount remaining in the Contract. CFX is under no obligation to pay the Contractor any sum that exceeds the Contract Amount.


3.3 LAWS OF FLORIDA; VENUE. This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida.

3.4 ENTIRE AGREEMENT. It is agreed that neither party has made any statement, promise or agreement, nor taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or in any way that modifies, carries, alters, enlarges or invalidates any provision hereof.

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

APPROVED BY:


JOHNSON'S WRECKER SERVICE, INC.

By:  V.P.
Darrell Johnson Jr
Print Name and Title

Attest:  (Seal)

Date: January 12, 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Approved as to form and execution, only.


General Counsel for CFX

2018 JAN 12 PM 2:12

EXHIBITS AND ATTACHMENTS

State Contract	Page 1 to 8	Standard Written Agreement No. BE458
Exhibit "A"	A-1 to A-7	Scope of Services Rapid Incident Scene Clearance (RISC) for District 5
Attachment A	A-8 to A-12	State of Florida Open Roads Policy Agreement (revised Jan. 2014)
Attachment B	A-13	Events, Crashes or Traffic Incidents* Utilizing the Services of the Recovery Vendor for Rapid Incident Scene Clearance
Attachment C	A-14 to A-16	Equipment and Vehicle Requirements
	A-17 to A-27	Standard Contract Terms and Conditions
Exhibit "B"	B-1 to B-3	Method of Compensation
Exhibit "C"	C-1	Proposer's Areas of Coverage
CFX's Exhibit C	CFX C-1 to CFX C-2	Contractor's Areas of Coverage

FDOT
STATE STANDARD WRITTEN
AGREEMENT NO. BE458

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: BE458

Financial Project I.D.: 440030-1-82-08

F.E.I.D. No: F59-1635639

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.:

Procurement No.: ITN-DOT-16-17-5003-RISC
(required for contracts in excess of \$5 million)

D.M.S. Catalog Class No.: 78141505

BY THIS AGREEMENT, made and entered into this day of 10/31/2017 | 1:01 PM EDT, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Johnson's Wrecker Service, Inc. of 580 Wilmer Avenue, Orlando FL. 32808 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

A. In connection with Rapid Incident Scene Clearance (RISC) for District 5

the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.

B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).

C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.

D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.

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

F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof, and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

Director of Transportation Operations

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or June 30, 2020, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by June 30, 2020 or date of termination, whichever occurs first.

Other: See Exhibit "A"

- B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

No general liability insurance is required.

The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ 300,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 150,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$ _____.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

No Bond is required.

Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

- E. **CERTIFICATION.** With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

- A. The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:
- (1) Keep and maintain public records required by the Department to perform the service.
 - (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
 - (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**District 5 Florida Department of Transportation, District 5 -
Office of General Counsel, 719 South Woodland
Blvd., Deland, FL 32720, (386) 943-5000,
D5prcustodian@dot.state.fl.us**

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.

(3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B. Select the appropriate box:
 - The following provision is not applicable to this Agreement:
 - The following provision is hereby incorporated in and made a part of this Agreement: It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471
 - The following provision is hereby incorporated in and made a part of this Agreement: It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826
(800)643-8459
 - This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

375,040-15
PROCUREMENT
OSC - CM12
Page 2 of 5

- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- I. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- J. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement: Exhibit "A" - Scope of Services, including form PUR1000; Exhibit "B" Method of Compensation; Exhibit "C" Proposers Area of Coverage
- M. Other Provisions:
Sections 8G, and 8I are hereby deleted

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Johnson's Wrecker Service, Inc.

Name of Vendor

BY: *Darrell Johnson, JR*
Authorized Signature

Darrell Johnson, JR
(Print/Type)

Title: Vice President

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: *Alan E. Hyman*
Authorized Signature

Alan E. Hyman, P.E.
(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED: *Michelle Sloan*
Procurement Office

LEGAL REVIEW: *Juan Maffei*

EXHIBIT "A"
SCOPE OF SERVICES
RAPID INCIDENT SCENE CLEARANCE (RISC) FOR DISTRICT FIVE

1. PROJECT OBJECTIVE

- 1.1 In an effort to provide the traveling public of the State of Florida a cost effective, high quality, transportation infrastructure, the Florida Department of Transportation (hereinafter "Department") has implemented the "Open Roads Policy" attached hereto as Attachment "A" for Quick Clearance for Safety and Mobility to make travel in Florida safer and more efficient. Consistent with the Open Roads Policy, District Five has adopted an innovative clearance strategy by implementing the Rapid Incident Scene Clearance (RISC) Program in order to significantly reduce the time it takes to clear major highway incidents and truck crashes.
- 1.2 Towing regulations for heavy-duty wreckers currently used in Florida were developed decades ago. Heavy trucks hauling larger loads now require specialized equipment and skilled operators to quickly remove them after an incident. This contract provides an incentive to clear wreckage and open roads as quickly as possible. This contract does not eliminate the current Class "C" (Heavy -duty) wrecker class that will continue to be utilized to remove trucks and busses that are disabled.
- 1.3 This agreement and RISC funding will be limited to use on limited access highways. Other non-limited access highways will be considered on a case-by-case basis and must be approved by the Department's State Traffic Engineer. See section 8.3 for the list of roadways that are included in the District's RISC Program.

2. GENERAL DESCRIPTION

- 2.1 The District shall grant to a towing and recovery company (hereinafter "Vendor") a nonexclusive privilege to provide RISC Services, for those events, crashes or traffic incidents described in Attachment "B", on that portion of the District's roadway system selected by the Vendor.
- 2.2 The Vendor agrees to provide the professional incident clearance and vehicle recovery services in accordance with the terms and conditions described herein and in compliance with all Florida Highway Patrol (hereinafter "FHP") local city and county police officers, and Florida Department of Transportation Rules and Regulations, all local city and county Rules and Regulations, and applicable provisions of the Florida Administrative Code and Motor Vehicle Statutes.

The Vendor's relationship to the District is that of an independent contractor authorized to perform incident scene clearance and vehicle recovery services on the District's roadway system in strict compliance with the terms and conditions contained herein.
- 2.3 Should the District determine that the Vendor under this agreement is unable to assist, perform, or provide adequate services or equipment, the District reserves the right to utilize additional services or equipment from any available source. The District also reserves the right to modify the designated limits of responsibility of the Vendor at any time.
- 2.4 The Vendor and all their operators, employees and subcontractors shall cooperate and comply with the guidance of the FHP or District authorized representatives pertaining to scene safety and traffic control.

3. **GENERAL REQUIREMENTS**

- 3.1 The Vendor shall perform all work in accordance with Department Specifications (including all Supplemental Specifications and Special Provisions in the Specification Workbook), FY 2016 *Design* Standards and Manual of Uniform Traffic Control Devices (MUTCD).

Internet locations:

FDOT Design Standards:

<http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>

MUTCD: http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm

- 3.2 Proper health and safety measures will be taken to insure safety for the traveling public, Department employees, Vendor employees, and subcontractor employees.
- 3.3 The owner(s) of heavy duty recovery companies applying for RISC vendor status shall submit a copy of the FDLE background investigation, per Florida Administrative Code 15b-9.003(2)(b), prior to final contract acceptance. Fees associated with the background investigation shall be the responsibility of the vendor.

4. **INCIDENT RESPONSE REQUIREMENTS**

- 4.1 The Vendor shall respond to FHP, and/or District requests for vehicle recovery and clearance services as soon as possible but no later than **fifteen (15)** minutes from the FHP or the Department's authorized representative initial contact with Vendor requesting RISC activation. The Vendor acknowledges that time is of the essence and shall arrive with the two Recovery Wreckers and the Recovery Support Vehicle with required equipment, and materials as specified in Attachment "C", and with all necessary traffic control devices at the incident site within **one hour (60 minutes)** from the time RISC activation is requested in order to qualify for RISC incentive payments. The 60 minute time frame begins with initial call to the Vendor. If the selected vendor has not responded within 15 minutes of the initial call, the next available Vendor will be contacted. The need for additional trucks and heavy equipment shall be jointly determined at the incident scene by the Department authorized representative or Asset Maintenance Contractor, FHP, local law enforcement and the Vendor's representatives. The need for the additional trucks and heavy equipment described herein shall not increase the time required by the Vendor to perform services.
- 4.2 The Vendor shall be available to provide these services on a **twenty-four (24) hours** a day, **seven (7) days** a week basis, and to provide the arrival status of their personnel and equipment upon request by the investigating law enforcement personnel and/or the District's Regional Traffic Management Center. The Vendor shall provide the District with a telephone number at which the Vendor can be contacted at all times. Under no circumstances will answering services be allowed. Phone numbers for the FDOT Traffic Management Center or FHP Regional Communications Center will be provided to the vendor upon acceptance of this agreement by both parties.
- 4.3 **TIME IS OF THE ESSENCE IN THIS CONTRACT.** Upon the FHP or the District's request for RISC services, the Vendor shall provide the District or FHP an estimated arrival time. The Vendor will not transfer calls for recovery services to another Vendor. In the event the Vendor is unable to respond, the Vendor **must** notify the requestor. The Vendor will be rotated to the bottom of the rotation list and the next Vendor on the list will be contacted to respond. If no Vendors within the local service area are able to respond, the next closest vendor from another service area may be called.

The response time specified herein shall be strictly enforced. Failure to respond to a call for RISC services or arrive at the incident site within the time required and with all necessary materials and equipment as specified herein will result in non-payment of the incentive feature. Failure to respond after the Vendor has agreed to the request for RISC implementation shall be considered a breach of this Contract.

- 4.4 Notification – The vendor shall notify the FDOT Traffic Management Center or FHP Regional Communications Center at the following points:
- a. When the Vendor is en-route to the incident scene.
 - b. When the Vendor arrives at the incident scene.
 - c. When the Vendor is given the Notice to Proceed.
 - d. When all travel lanes are cleared.
 - e. Stoppage and restart times, if RISC recovery operations be halted by Fire Rescue, FHP, local law enforcement or the Department authorized representative.

5. **TERMINATION**

- 5.1 The District reserves the right in its sole discretion to terminate this agreement for breach of a term of this agreement, upon **thirty (30)** days written notice to the Vendor by certified mail.
- 5.2 The District reserves the right to terminate this agreement at any time, for any reason, upon **sixty (60)** days prior written notice by certified mail.
- 5.3 Change of ownership or termination of the Vendor's business shall be grounds for immediate termination of this agreement.

6. **INDEMNITY**

- 6.1 The Vendor shall indemnify and hold harmless the District, the FHP, their officials, officers, employees, consultants and agents from and against any and all liabilities, claims, injuries, damages, penalties, actions, suits, losses, costs expenses and attorneys' fees for Vendor's tortious conduct resulting from or arising out of District requests for vehicle recovery services or incident scene clearance on the District's roadway system.

7. **MISCELLANEOUS**

- 7.1 This is a non-exclusive agreement. The District intends to allow other companies to perform vehicle recovery and incident scene clearance on a rotation basis within the area being serviced by the Vendor. Initially, assignment within a rotation shall be based on contract execution date with the Vendor having the earlier contract execution date given the first roadway incident scene clearance. Once a Vendor performs rapid scene clearance services, the Vendor will be placed at the bottom of the rotation. New Vendors added to the rotation will always be added to the bottom of the rotation even though another Vendor may have already performed services as the rotation existed at the time of contract execution. In some instances, there may be only one Vendor in a given service area and there would not be a rotation list. The one Vendor would receive all RISC calls for that area until such time as another vendor(s) was contracted with to provide services in that service area. The rotation list shall be managed by the FHP and/or the Department, at the discretion of the FHP.
- 7.2 If the Vendor is contacted by a party other than FHP or the District to provide the services described herein in the District, the Vendor shall notify the District of the request prior to responding. Failure to do so will automatically cause the Vendor to forfeit the performance

payments contained in Exhibit “B”, Method of Compensation. However, the Vendor would be eligible for the performance payments if the Vendor was authorized by FHP or the District prior to responding.

- 7.3 The Vendor or any of its operators or employees will not provide any gratuities, commissions, kick-backs or complimentary services of any kind to any District, FHP, or local law enforcement officials, officers, employees, consultants or agents.
- 7.4 Vendor agrees to provide copies of their itemized invoice to the Department and FHP for review and use.
- 7.5 Vendor must take photographs both prior to and subsequent to scene cleanup. Photos must be detailed in showing lane blockage and affected traffic from the incident scene.

8. RECOVERY AREAS

- 8.1 The District may review the recovery area boundaries periodically to ensure that level of service in each area is consistent with the quick clearance goals stated in the Open Roads Policy.
- 8.2 Recovery wrecker companies need not be located within the area boundaries, but they must mobilize and respond to calls within the indicated response time.
- 8.3 This agreement covers Rapid Incident Scene Clearance by the Vendor for those segments of the following limited access highways, interchanges, ramps and other approved roadway segments, under the jurisdiction and operational control of the District and selected by the Vendor.

DESCRIPTION	COUNTY
I-95 / SR 9	FLAGLER: 19 miles in length VOLUSIA: 46 miles in length BREVARD: 73 miles in length
I-75 / SR 93	MARION : 38 miles in length SUMTER: 30 miles in length
I-4/SR 400	VOLUSIA: 28 miles in length SEMINOLE: 7 miles in length* ORANGE: 7 miles in length* OSCEOLA: 8 miles in length

*Section of I-4 Ultimate (MM 72 to MM 98) is omitted from this roadway section.

- 8.4 From the roadway described in 8.3, the Vendor has selected to provide services for those areas described in Exhibit “C”. The Investigating Law Enforcement Officer or FDOT representative can allow additional response time (arrival to scene with all 3 pieces of contract required equipment) for a vendor who is responding to a RISC activation outside of his originally contracted area.

9. VENDOR REQUIREMENTS AND QUALIFICATIONS

- 9.1 The ultimate equitable owner/owners of the wrecker company shall be required to submit documentary proof showing previous experience and extensive knowledge in working Heavy Duty Towing and Recovery business. Vendor shall be in good standing on the FHP wrecker rotation list. The project description, dates, photos and locations of successfully completed projects shall be submitted with the Vendor's proposal. Award of the contract will be contingent on the demonstrated experience, knowledge and quality of work.
- 9.2 If the Vendor's primary place of business is located within a county or municipality that requires by local ordinance, an occupational license, said license must be maintained for the term of the Agreement.
- 9.3 The Vendor is required to abide by all local ordinances for wrecker providers within the county they are working RISC activations.
- 9.4 The Vendor must comply with all Rules and Statutes and provide evidence of current and valid insurance coverage required by the State of Florida and by the FHP Authorized Wrecker Program.
FHP Policy# 17.02
FSS 321.051
FAC Rule 15B-9
Vendor shall be subject to the standard rules and policies already established by the FHP. Suspensions from towing rotation list will be grounds for removal from the RISC contract.
- 9.5 The Vendor must maintain current and up to date CDL driving records, employment records and training records on all Operators and make them available for inspection by the FHP, local law enforcement, and Florida Department of Transportation or their authorized representatives.
- 9.6 The Vendor shall be proficient and able to demonstrate "Expedited Roadway Clearance Practices" and "Incident Scene Safety" including:
- Single lane uprighting of loaded tractor trailers.
 - Relocation of loaded, overturned, tractor trailers from travel lanes.
- 9.7 The Vendor shall be, or become, proficient and able to demonstrate such proficiency in the following areas within the time frames specified in 10.1.
- Setting up incident scene Traffic Control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
 - The mitigation of accidental discharges of motor vehicle fluids, per the Florida Guidelines.
- 9.7 The RISC Vendor agrees that upon activation of the RISC contract, the responsible party, unless otherwise directed by the Investigating Law Enforcement Officer can request towing of the damaged vehicle(s) to a location of their choice with the understanding that they will be charged for the tow at the rate established by the county or FHP where the incident occurred.

10. QUALIFICATIONS, TRAINING AND CERTIFICATION OF VENDOR'S OPERATORS

10.1 Within sixty (60) days of the execution of this agreement or sixty (60) days of their hiring date, all lead Wrecker Operators and/or Recovery Personnel shall:

1. Complete Intermediate Maintenance of Traffic (MOT) training from a certified Department approved training agency. It is recommended that support personnel involved in the recovery effort also complete the Intermediate MOT training from a certified Department approved training agency. Recovery operators and support personnel shall also complete the FDOT MOT Training Course for Incident Responders, which is available online at:

- <http://wbt.dot.state.fl.us/ois/MOTTIRCBT/index.htm>

*NOTE: At least one member of wrecker/recovery personnel, certified in Intermediate MOT, must be on-scene at all times throughout the entirety of any RISC event. No work will be issued prior to completion and submittal of the Course Completion Certificate to The Department.

2. Receive instruction, training and if applicable, examination in each of the following specialized recovery wrecker operator services:
 - Heavy Duty Wrecker Operations
 - Ultra Heavy Wrecker and Recovery Practices
 - Hazardous Materials Awareness

This training shall be conducted by state and/or industry recognized and approved instructors.

3. Have knowledge and understanding of the following policies/procedures:
 - Traffic Incident Management Practices including:
 1. The Florida "Open Roads" policy
 2. The Florida "Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo)

10.2 Within one hundred twenty days (180) days of the execution of this agreement, or their hiring date, ALL wrecker/recovery personnel shall complete the 4-hour SHRP-2 Training certification under the instruction of a FHWA certified SHRP-2 Trainer.

11. AREAS WITH NO AVAILABLE 'RISC' VENDORS

It is anticipated that there may be areas in which the Department does not have under contract a RISC Vendor or times when a Vendor or Vendors for an area are unavailable to respond to a request for services. In such situations the Department reserves the right to contact any available RISC Vendor. The Department or FHP will attempt to call the Vendor whose facilities appear to be closest to the incident. Such Vendor shall be eligible for performance payment under paragraphs 2.2 and 2.3 of Exhibit "B" provided the Vendor is able to respond immediately with the two required recovery units and recovery support vehicles as referenced in Attachment "C" within the arrival time agreed upon by the department designee and the vendor provided all travel lanes are open within 90 minutes after the notice to proceed is given by FHP and/or the Department authorized representative. The Vendor should also be eligible to receive any additional performance payments provided the contract times are met.

12. CONTRACT TERM

The term of the agreement will be from the date of contract execution through thirty-six (36) months.

13. VENDOR PERFORMANCE

The Department will evaluate the Vendor's performance following each incident and will maintain such evaluations for use in administering this contract and in future contract renewal awards.

14. ADDITIONAL VENDORS

The District reserves the right to add new Vendors to provide services in accordance with this contract at such time as the prospective Vendor is able to provide the District with documentary proof of compliance with the requirements and qualifications specified herein.

15. PAYMENT OF TOLLS

The Vendor's attention is directed to the fact that the Vendor will be required to pay tolls, as applicable to the general public.

16. MYFLORIDAMARKETPLACE TRANSACTION FEE

This procurement is subject to the MyFloridaMarketPlace transaction fee, pursuant to Rule 60A-1.031, Florida Administrative Code (F.A.C.).

Attachment A

State of Florida

OPEN ROADS POLICY AGREEMENT
(Revised January 2014)

Quick Clearance for Safety and Mobility

This Open Roads Policy Agreement (Agreement) is entered into between the Florida Highway Patrol (FHP) and the Florida Department of Transportation (FDOT) and establishes a policy for FHP and FDOT personnel to expedite the removal of vehicles, cargo, and debris from roadways on the State Highway System to restore, in an **URGENT MANNER**, the safe and orderly flow of traffic following a motor vehicle crash or other traffic incident on Florida's roadways.

Whereas, public safety is the highest priority and must be maintained on Florida's roadways before, during, and after traffic incidents; and

Whereas, the quality of life in the State of Florida is heavily dependent upon the free movement of people, vehicles, and all types of commerce, and FHP and FDOT share the responsibility for achieving and maintaining the degree of order necessary to make this free movement possible; and

Whereas, traffic incidents account for approximately twenty-five percent of non-recurring congestion and the impacts on commerce can be minimized with sound traffic incident management practices by responding agencies; and

Whereas, nationally, it is estimated that five fire personnel, twelve police officers, and sixty tow truck operators are killed in struck-by incidents each year, and governmental entities have the responsibility to do whatever is reasonable to reduce the risks to responders; and

Whereas, secondary crashes pose safety risks to incident responders and all motorists; and

Whereas, the expeditious clearance of traffic incidents promotes safety, and that vehicle removal, move-over laws, and quick clearance policies minimize exposure and the potential for secondary crashes; and

Whereas, it is understood that damage to vehicles or cargo or both may occur as a result of clearing the roadway on an urgent basis. While reasonable attempts to avoid such damage shall be taken, the priority of responders is to safely restore traffic to normal conditions because traffic incident related congestion has an enormous cost to society. This cost is significantly greater than the salvage value of an already damaged vehicle and its cargo.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Roadways will be cleared of damaged vehicles, spilled cargo, and debris as soon as it is safe to do so. Reasonable attempts will be made to avoid unnecessary damage to vehicles and cargo in the process of clearing the roadway.

2. The following operating standards are based on the philosophy that the State Highway System will not be closed or restricted any longer than is absolutely necessary following a traffic crash or other roadway traffic incident.

3. Florida Highway Patrol Operating Standards:

a. Members of FHP who respond to the scene of traffic incidents will make clearing the travel portion of the roadway a high priority. When an investigation is required, it will be conducted in as expedient a manner as possible considering the severity of the incident. Non-critical portions of the investigation may be delayed until lighter traffic conditions allow completion of those tasks. FHP will close only those lanes absolutely necessary to safely conduct the investigation. FHP will coordinate with FDOT representatives to set up appropriate traffic control, establish alternate routes, expedite the safe movement of traffic at the scene, and restore the roadway to normal conditions as soon as possible.

b. Whenever practical, damaged vehicles on access-controlled roadways will be removed to off ramps, accident investigation sites, or other safe areas for completion of investigations to reduce delays. Tow truck operators will be requested as soon as it is evident that they will be needed to clear the roadway. FHP will assure that all authorized tow operators have met established competency levels and that the equipment is of appropriate size, capacity, and design to meet all standards of the State of Florida.

c. FHP will not unnecessarily cause any delay in reopening all or part of a roadway to allow a company to dispatch its own equipment to off-load cargo or recover a vehicle or load that is impacting traffic during peak traffic hours or creating a hazard to the public. FHP and FDOT will cooperate in planning and implementing clearance operations in the most safe and expeditious manner, to include the use of FDOT's Rapid Incident Scene Clearance (RISC) Procedure Number 750-030-020 when and where appropriate.

4. Florida Department of Transportation Operating Standards:

a. When requested by FHP or any other emergency response agency, FDOT will respond and deploy resources to major traffic incidents 24 hours a day, 7 days per week. Each FDOT District will develop and implement response procedures to meet the goal of providing initial traffic control within **30 minutes** of notification during the assigned working hours of each maintenance yard, and **60 minutes** after hours.

b. FDOT, in coordination with FHP, will upgrade traffic controls, determine detour routes, and discuss clearance strategies. When requested, FDOT will provide temporary traffic controls to ensure a safe work zone for all responders and the motoring public.

c. FDOT, in cooperation with FHP, will determine and deploy the necessary heavy equipment and manpower to reopen the roadway if there is a delay in clearing the travel lanes, or if the task is beyond the capabilities of the tow truck operator on scene. If cargo or spilled loads [non-hazardous] are involved, FDOT will make every effort to assist in the relocation of the materials in the shortest possible time, using whatever equipment necessary. All such materials or any vehicles relocated by FDOT will be moved the minimum practical distance to eliminate traffic hazards.

d. FDOT personnel will document all hours and equipment used for traffic control, roadway clearance, and debris clean up. FDOT will place traffic control devices at the scene should any damaged vehicles or cargo remain on the shoulder adjacent to the travel lanes for removal at a later time.

5. FDOT and FHP will continually work together to ensure that the needs of motorists on state roadways are being met in the most professional, safe, and efficient manner.

6. FHP and FDOT will evaluate and continually update and modify their operating policies, procedures, rules, and standards to assure they are consistent with this Agreement.

7. FHP, together with FDOT, will research, evaluate, and conduct training in the most advanced technologies, equipment, and approved methods for the documentation and investigation of crash or traffic incident scenes. FHP, using these techniques, will prioritize the investigative tasks that impede traffic and reopen travel lanes upon completion of such tasks that must be conducted in order to minimize impeding traffic.

8. Roadways will be cleared as soon as possible. It is the **goal** of all agencies that **all incidents be cleared from the roadway within 90 minutes of the arrival of the first responding officer**. This goal is made with the understanding that more complex scenarios may require additional time for complete clearance.

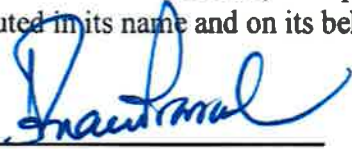
9. This Agreement applies to the impacts of roadway traffic incidents and does not apply to closures that are necessary for the furtherance of motorists' safety such as those undertaken for high winds, flooding, ice, fog, smoke, or other circumstance.

10. FHP and FDOT will actively solicit and enlist other state, county, and local agencies, political subdivisions, industry groups, and professional associations to endorse this Agreement for the State of Florida.

11. FHP will be responsible for calling a meeting with FDOT in July of each year to review this policy, and make changes as necessary.

12. With the mutual agreement of both parties, this policy agreement may be terminated on an agreed upon date without penalty to either party.

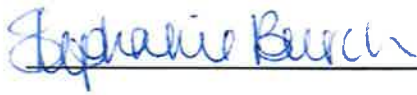
In witness whereof, each party to this Agreement has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative.


By: 
Ananth Prasad, P.E.
Secretary
Florida Department of Transportation

By: 
Julie L. Jones
Executive Director
Florida Department of Highway Safety and
Motor Vehicles

Date: 1-31-14

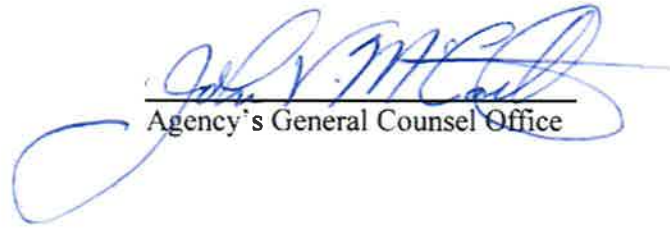
Date: 2/26/14

Legal Review:


By: 
Col. David H. Brierton, Jr.
Director
Florida Highway Patrol

Date: 2/17/14

Reviewed By:


Agency's General Counsel Office

ATTACHMENT "B"

EVENTS, CRASHES OR TRAFFIC INCIDENTS* UTILIZING THE SERVICES OF THE RECOVERY VENDOR FOR RAPID INCIDENT SCENE CLEARANCE

- A. Tractor Trailer Combinations (DOT Class 8)
 - **Rollover blocking one or more travel lanes**
 - **Multiple truck crash**
 - **Lost Load on or affecting the travel lanes**
 - **Load Shifted on or affecting a travel lane**
 - **Lost tandems or split trailer on or affecting a travel lane**
 - **Truck fire with tires burned off or cargo spilled**
 - **Major impact with or on top of a barrier wall, guard rail or with a bridge support.**

- B. Trucks over 16,000 lbs. (DOT Class 5, 6 & 7)
 - **Rollover blocking one or more travel lanes**
 - **Lost load on or affecting the travel lanes**
 - **Load shifted on or affecting a travel lane**
 - **Truck fire with tires burned off or cargo spilled**
 - **Major impact with or on top of a barrier wall, guard rail or with a bridge support.**

- C. Motor Homes and Motor Coaches (DOT Class 5 and 6)
 - **Rollover blocking one or more travel lanes**
 - **Fire with tires burned off**
 - **Major impact with or on top of a barrier wall, guard rail or with a bridge support**

- D. Busses (16 passenger or more, DOT Class 6, 7 & 8)
 - **Rollover blocking one or more travel lanes**
 - **Fire with tires burned off or burned luggage on the roadway**
 - **Major impact with or on top of a barrier wall, guard rail or with a bridge support**

- E. Aircraft
 - **Any incident involving an aircraft effecting the travel lanes**

- F. Large yacht type boats

- G. Mobile Homes, Modular Homes, or Modular Buildings

Note: In addition, any complex or extended incident where vehicles cannot be easily towed from the scene or are creating a hazard to traffic may be candidates for using the "Vendor" as directed by the District.

*Includes but not limited to

Rapid Incident Scene Clearance (RISC) for District Five ATTACHMENT "C"

Equipment and Vehicle Requirements

The Vendor shall be required to submit to the Department documentary proof of current ownership or lease of the following equipment having the minimum capacity, size and number listed below:

A. Initial Response (required equipment):

Recovery Wrecker Requirements (Company Owned/or leased)

One 50-Ton (Heavier) Hydraulic, extendable, fixed boom, ultra heavy duty recovery wrecker with a boom structural rating (TEMA or SAE) of 100,000 lbs. A minimum of two planetary winches with a manufacturers rating of 50,000 lbs. each and 200 ft. of ¾" cable. The boom shall extend a minimum of 150" beyond the tailgate. The boom shall elevate to a working height of 21 ft. The truck chassis shall be a minimum of 62,000 lbs gross vehicle weight (GVW). The unit shall be equipped with an under reach tow unit with a capacity of 50,000 lbs. The truck chassis must be designed for or reinforced for severe service. The drive line shall also be severe service and geared for the low end, high torque applications frequently required for quick clearance and relocation of loaded, wrecked heavy trucks - in some cases while they are still overturned. The wrecker shall be stocked with the additional tools, equipment and material listed in Section D of this attachment.

AND

One 35 ton capacity rotator type heavy duty wrecker or extendable boom, with the same capacity or greater. The Vendor may request to substitute a mobile crane for the rotator. To be considered, the mobile crane must be equipped for truck crash recovery with the tool supplies and rigging as established in this agreement. State of Florida crane operator certification is required. The Department reserves the right to approve or reject the request to substitute a crane for the rotator wrecker.

NOTE: ONE OF THE ON-SCENE WRECKERS SHALL BE A ROTATOR.

AND

One Recovery Support Vehicle with an enclosed or utility body and a roof mounted DOT approved MUTCD Type B arrow board. The Support Vehicle shall be stocked with MUTCD traffic control devices (signs, sign stands and cones etc.) and the additional tools, equipment and material listed in Section E of this attachment.

*Note: The support vehicle as specified shall be purchased or acquired and placed into service within sixty (60) days from execution of this agreement.

**B. Additional Trucks and Heavy Equipment Requirements:
(Company Owned/or leased)**

- 1 ea. Heavy-duty *skid steer loader* with bucket, broom, and fork attachments
- 1 ea. *Tilt bed, hydraulic, lowboy semi-trailer* (Landoll or equivalent) with a 35 ton capacity, 48 ft. bed and a 20,000 lb. winch with 75 ft. of 5/8" cable
- 1 ea. Tandem axle *tractor* with a sliding fifth wheel
- 1 ea. Rubber tired, articulated, heavy construction *end loader* with a minimum 2 yard bucket (when loaded on the lowboy trailed the combined height must not exceed 13ft.-6in.)
- 2 ea. 20-yard dumpsters (including ability to transport them to scene.)

C. Subcontracted Service Providers

The Vendor shall provide proof of an existing account in good standing with a local company to provide the following services. These services must have the means to respond to a major incident scene 24 hours per day/7 days per week in one hour or less.

- A **Maintenance of Traffic (MOT)** Contractor that can provide and set up MUTCD and FDOT approved work zone traffic controls including a Worksite Traffic Supervisor.
- A **Disposal Company** that can deliver to the scene of an incident dumpsters or hoppers for crash debris, fire debris and or spilled non-hazardous cargo.
- A **Vacuum or Suction Service** for off loading or recovering spilled grains, powders, plastic pellets, etc.
- A **Trucking or Transport company** that can provide dump, refrigerator or flat bed trucks and trailers.
- A **Construction Crane Rental Company** with 50 ton and larger mobile cranes.
- A source of bulk sand available 24 Hours a day, 7 days a week.

D. Items Required on Recovery Wreckers

Each Recovery Wrecker shall carry the following tools, supplies and rigging:

- Alloy (grade #8) chain: 2 ea. 3/8"x 10', 2 ea. 5/8"x 10' and 4 ea. 1/2"x 10'
- Two pair (4), wide profile, 50 ton, nylon recovery straps
- Four heavy duty snatch blocks (working load matched to the wrecker)
- Various hooks, clevis' and chokers (matched to the wrecker capacity)
- 1 ea. High Pressure air cushion (24"x24") with control module and hose
- 4 ea. 4-foot, hardwood timbers (4"x6")
- 8 ea. 2-foot, hard wood cribbing (4"x4")
- 1 ea. Extension ladder (20ft)
- 1 ea. 36" bolt cutters
- 2 ea. BC Fire extinguishers (10 lbs.)
- 1 ea. Long handle axe
- 2 ea. Long handle shovels (flat blade)
- 2 ea. Long handle shovels (round blade)
- 2 ea. Street brooms
- 4 ea. Wheel chocks
- 1 ea. 5 ft. Pike bar
- 1 ea. Crow bars (36")
- 1 ea. Sledge hammer (10-12 lbs)
- 2 ea. Large capacity trash cans or bagsters
- 1 ea. Hydraulic jack (20 ton)
- 1 ea. Plug/spill kits, fully stocked
- Angle iron or aluminum, wide flange various lengths
- 1 ea. Complete brake release kit: (hand tools, hoses, glad hands, numerous fittings and brake caging bolts)
- 2 ea. Heavy duty, Industrial flashlights
- 12 ea. Thirty-six (36) inch, 12lb. reflectorized traffic cones stamped with the FDOT certified product number
- 4 Dozen 30-minute highway flares
- 120 lbs. or 30 gal. of oil dry or approved absorbent
- 50 ft. of rope (1/2")
- 4 ea. load binders, transport chains and cheater pipe
- 1 ea. Tarpaulin (20 ft x 20 ft.)
- Digital camera or cell phone camera with a minimum of 5 megapixels.
- 2 ea. Rolls of duct tape

- 2 ea. Sewer drain or inlet covers (mud flaps acceptable)
- 1 ea. Complete mechanics hand tool set
- 1 ea. Complete first-aid kit

E. Items required in the Recovery Support Vehicle

- 60 ea. Thirty-six (36) inch, 12lb. reflectorized traffic cones stamped with the FDOT certified product number
- 4 ea. Fabric, MUTCD approved Incident Mgt. Warning signs
- 4 ea. Portable sign stands for 48" warning signs (see above)
- 1 ea. Gas powered cut-off saw
- 4 ea. 500-watt Auxiliary flood lights w/stands
- 1 ea. Portable air compressor
- 1 ea. Air impact wrench with sockets
- 1 ea. Air powered metal chisel
- 1 ea. Acetylene/Oxygen cutting torch
- 2 ea. Bolt cutters (36")
- 2 ea. Long handle shovels (flat blade)
- 2 ea. Long handle shovels (round blade)
- 2 ea. Aluminum or plastic coal or grain shovels
- 4 ea. Street brooms
- 1 ea. Adjustable drum moving dolly
- 2 ea. Hand trucks
- 1 ea. Pallet puller
- 1 ea. Dock plate with clamps
- 2 ea. Large Tarpaulins (20 ft. x 20 ft.)
- 12 Dozen 30-minute Highway flares
- 200 lbs. or 50 gals. of oil dry or approved absorbent
- 1 Roll of rubber floor runner (36" wide)
- 10 lbs. of 16D nails
- 10 softwood 2x4 studs
- 2 Rolls of heavy duty (80 gauge) stretch wrap with dispenser
- 4 Rolls of duct tape
- 10 load binders and securement chain for a 30 ton load
- 1 Case of heavy duty, 55 gallon trash bags
- 1 Roll of heavy gauge visqueen plastic sheeting
- 1 ea. Complete first-aid kit
- 4 ea. pallets of filled dry sandbags (approximately 200 1/2-filled standard woven plastic sandbags)
- (2) 50 lb containers of Asphalt Cold Patch or Aquaphalt.

*Note: Substitutions of comparable performance/capacity may be allowed with approval of FDOT D5 TIM Program Manager.

These tools, supplies and material are required as a minimum. It is expected that a professional recovery wrecker operation will supplement this list with all items needed to operate in a safe and efficient manner. All equipment must be maintained and in safe, good working order throughout the term of this contract.

The "Vendor" grants the Florida Department of Transportation, and the Florida Highway Patrol the right to inspect the vehicles and equipment, or those of any subcontractor, upon request during normal business hours to establish or confirm that the Company is in compliance with the terms of this Agreement.

STANDARD CONTRACT TERMS AND CONDITIONS

The following form PUR 1000 is a standard contract terms form that the Department includes in all procurements, except that paragraphs 5, 11, 19, 20, 22, 23, 25, 26, 27, 29, 31, 35, 40, 41, and 42 do not apply to this Request for Proposal. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the procurement documents. That substance located elsewhere continues to apply regardless of this exception paragraph.

State of Florida PUR 1000

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
- ~~5. Additional Quantities.~~
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
- ~~11. Transportation and Delivery.~~
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
- ~~19. Indemnification.~~
- ~~20. Limitation of Liability.~~
21. Suspension of Work.
- ~~22. Termination for Convenience.~~
- ~~23. Termination for Cause.~~
24. Force Majeure, Notice of Delay, and No Damages for Delay.
- ~~25. Changes.~~
26. Renewal.
- ~~27. Purchase Order Duration.~~
28. Advertising.
- ~~29. Assignment.~~
30. Antitrust Assignment
- ~~31. Dispute Resolution.~~
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
- ~~35. Insurance Requirements.~~
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
- ~~40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).~~
- ~~41. Products Available from the Blind or Other Handicapped.~~
- ~~42. Modification of Terms.~~
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(14) and (15) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional

prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

~~5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.~~

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

~~11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor~~

~~suspension.~~

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. ~~The Contractor shall be fully liable for the actions of its agents, employees,~~

~~partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.~~

~~Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.~~

~~The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.~~

20. Limitation of Liability. ~~For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.~~

~~Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.~~

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to

any additional compensation.

~~**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.~~

~~**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.~~

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

~~**25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the~~

~~general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.~~

~~**26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.~~

~~**27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.~~

~~Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.~~

~~Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.~~

~~The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.~~

~~Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.~~

~~Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.~~

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service

representative.

~~**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.~~

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

~~**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.~~

~~Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.~~

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

~~**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.~~

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

~~**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.~~

~~**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed~~

to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. ~~The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.~~

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT "B"
METHOD OF COMPENSATION

1. **BILLING VEHICLE OWNERS**

The Vendor agrees to seek compensation for actual vehicle recovery and towing services performed pursuant to this agreement solely from the owner of the vehicle or their insurance provider. The Vendor agrees that no claim for compensation will be made against the District, the Florida Highway Patrol, local law enforcement or its employees or agents for any recovery or towing services.

2. **PERFORMANCE PAYMENTS**

The Vendor shall be eligible for payment under paragraph 2.1 or 2.2, but not both, provided certain requirements are met. Payment under paragraph 2.3 shall only be made if performance payment is made under paragraph 2.2 and the additional trucks and heavy equipment were mobilized at the request of the Department.

2.1 In the event the Vendor mobilizes and arrives at the crash scene at the District's request with the traffic control devices and recovery equipment, as specified in Attachment "C", within one hour, unless additional arrival time has been granted for out of area/zone response by the District and recovery services are not necessary or another towing and recovery firm hired or engaged by the vehicle owner is allowed by FHP, local law enforcement, and the District incident managers to complete the clearance of the incident and towing of the vehicles, the District agrees to pay a Flat Rate **Service payment** of **\$600.00**. Once a "notice to proceed" is given to the Vendor to commence actual performance of removal and clearance services, the Vendor is not eligible for payment under this paragraph 2.1.

2.2 The Department agrees to pay the Vendor a Flat Rate **Emergency Response and Mobilization payment** of **\$2,500** when services were authorized by the Department, FHP or local law enforcement.

To qualify for the Emergency Response and Mobilization payment the Vendor must:

- Have responded to the incident scene with all requested recovery, clearance and traffic control equipment and necessary personnel **within one hour** from the official notification by the FDOT, FHP or local law enforcement, unless additional arrival time has been granted for out of area/zone response by the District.

AND

- Have completed the removal and clearance of all crash scene vehicles, cargo, debris and non-hazardous vehicle fluids from **all travel lanes** and **opened** to traffic **within 90 minutes** after the Notice to Proceed by FHP, local law enforcement or a Department authorized representative.

Note: The documented "notice to proceed" and "all lanes open" times recorded at the Traffic Management Center (TMC), FHP Communications Center or local law enforcement communications center will be used to verify the request for emergency response and mobilization payment. If needed, the final clean up and removal of wreckage and debris shall be coordinated with the District, FHP or local law enforcement and may be postponed until the operation will have a minimal impact on traffic.

- 2.3 Upon approval of the Investigating Law Enforcement Officer, or the district designee, the District agrees to pay for a Flat Rate **Additional Trucks and Heavy Equipment Response and Mobilization payment**, of **\$600** for the additional Trucks and Heavy Equipment listed in Attachment "C".

This payment will apply for response and mobilization of the equipment in Attachment "C" when not used in the recovery effort. The cost of bringing this additional equipment will not be billed to insurance companies by the Vendor.

The vendor may qualify for the additional equipment mobilization payment of \$600 in addition to the initial response mobilization payment of \$600 shown in 2.1 above, if the RISC vendor arrives on-scene within the required time frames and is not utilized for incident recovery.

- 2.4 **Once the additional equipment is placed into service in the recovery effort at the incident scene, the above "Additional Trucks and Heavy Equipment Response and Mobilization payment" will be increased to \$1,000 and the use may be billed to the insurance companies by the Department as part of the RISC incident. \$1,000 is the maximum payment available in section. 2.3 Exhibit B.**
- 2.5 The FHP Regional Communications Center, any applicable local law enforcement agency communication center, or the Department Traffic Management Center will note all times as related to the RISC implementation and operation.

3. **FORFEITURE OF PERFORMANCE PAYMENTS**

No performance payment shall be made to the Vendor under paragraph 2.2 and 2.3 of this Exhibit "B" if the Vendor has not completed their work and all travel lanes are not open to traffic **ninety (90) minutes** after the notice to proceed.

If the Vendor was ordered to stop their roadway clearance activity by Fire Rescue, FHP, local law enforcement or the Department authorized representative, the Vendor will not be penalized for the time they were delayed. This extended time must be documented by the authorized representative of the District or incident commander at the incident scene. The vendor should ensure that both the time of the work stoppage and the restart time are recorded in the incident log (event chronology).

4. **LIQUIDATED DAMAGES**

If the Vendor has not completed the removal and clearance of the vehicles, non-hazardous cargo, debris and vehicle fluids after three hours from the Notice to Proceed, and all travel lanes are not open to traffic as a result, a flat rate of **\$600** can be assessed against the Vendor at the discretion of the authorized representative of the District. An additional **\$600** will be assessed for each additional hour or **\$10 per minute** it takes the Vendor to completely open the roadway to traffic.

Exemptions to the Liquidated Damages Provisions:

Incidents involving trucks hauling a Hazardous Material cargo that by direction of the Department authorized representative require special precautions. Incidents involving damage to the roadway infrastructure that prohibit reopening the travel lanes.

5. **BILLING**

The Vendor shall bill the Department for services rendered only upon receipt of a **Confirming Letter of Authorization (LOA)** issued by the Department following completion of services. The Department's LOA shall identify the location where services were authorized to be performed, the services to be compensated, and the rate to be paid as set forth in this agreement. The Vendor's invoice shall reference the services being billed and the LOA number.

6. **INVOICES**

The Vendor agrees to provide the District with copies of all invoices billed to insurance companies of vehicles involved in RISC activation.

All elements of a RISC activation shall be completely documented by the Vendor. This shall include photographs, time of day, lanes blocked, and duration of incident.

7. **COMPENSTATION**

The Vendor shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department.

8. **FINANCIAL CONSEQUENCES**

If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department. Financial Consequences for unsatisfactory performance are referenced in Section 6B of the Standard Written Agreement, Form No. 375-040-19. Payment will not be made to the Vendor until the products have been delivered and/or the specified services have been satisfactorily performed and accepted by the Department.

EXHIBIT "C"
PROPOSER'S AREAS OF COVERAGE

(Check the box(es) to indicate the highway segment(s) your firm will cover)

Roadway	County	From	To	Approx. Distance	Selected Zones
I-75	Sumter	Hernando/Sumter County line (MM305.5)	CR 470 (Exit 321)	16 miles	<input type="checkbox"/>
I-75	Sumter	CR470 (Exit 321)	Sumter/Marion Co line (MM 335.6)	15 miles	<input type="checkbox"/>
I-75	Marion	Sumter/Marion Co line (MM335.6)	US 27 (Exit 354)	18 miles	<input type="checkbox"/>
I-75	Marion	US 27 (Exit 354)	Marion/Alachua County line (MM373.8)	20 miles	<input type="checkbox"/>
I-4	Osceola/Orange	Polk/Osceola Co Line (MM57.6)	Kirkman Rd/SR 435 (I-4 Ultimate Project Limit) (Exit 75A)	16 miles	<input checked="" type="checkbox"/>
I-4	Seminole/Volusia	SR 434 (I-4 Ultimate Project Limit) (Exit 94)	Saxon Blvd (Exit 111 A/B)	13 miles	? <input checked="" type="checkbox"/>
I-4	Volusia	Saxon Blvd (Exit 111 A/B)	US 92 (Exit 129)	18 miles	<input type="checkbox"/>
I-4/I-95	Volusia	US 92 (Exit 129)	SR 400 at Andros Isles Blvd	4 miles	<input type="checkbox"/>
(Combined Zone)		LPGA Blvd (Exit 265)	SR 421/Dunlawton Blvd (Exit 256)	9 miles	<input type="checkbox"/>
I-95	Flagler	St. Johns/Flagler County line (MM297)	Flagler/Volusia County line – Old Dixie Highway (Exit 278)	19 miles	<input type="checkbox"/>
I-95	Volusia	Flagler/Volusia County line – Old Dixie Highway (Exit 278)	LPGA Blvd (Exit 265)	13 miles	<input type="checkbox"/>
I-95	Volusia	SR 421/Dunlawton Blvd (Exit 256)	Volusia/Brevard County line (MM232.5)	24 miles	<input type="checkbox"/>
I-95	Brevard	Volusia/Brevard County Line (MM 232.5)	SR 528/Beachline Expressway (MM205.5)	27 miles	<input type="checkbox"/>
I-95	Brevard	SR 528/Beachline Expressway (MM205.5)	SR 518/Eau Gallie Blvd (MM183.5)	22 miles	<input type="checkbox"/>
I-95	Brevard	SR 518/Eau Gallie Blvd (MM183.5)	Brevard/Indian River County line (MM160)	24 miles	<input type="checkbox"/>

Note: All zone limits that end/begin at an interchange will include all interstate exit and entrance ramps associated with the identified interchange.

*Zones may be changed, at the discretion of the District, to insure the highest level of efficiency in responding to, and clearing, RISC incidents.

**CFX'S EXHIBIT "C" –
CONTRACTOR'S AREAS OF
COVERAGE**

CFX'S EXHIBIT "C"

CONTRACTOR'S AREAS OF COVERAGE

Roadway	County	From	To	Approx. Distance
S.R. 408	Orange	Interchange Florida's Turnpike near S.R. 50 west at Clarke Road	Interchange with SR 50 east of Alafaya Trail	22 miles There are four mainline and 22 ramp toll plazas.
S.R. 414 a/k/a John Land Apopka Expressway	Orange	US 441 / Orange Blossom Trail	US 441 near Plymouth Sorrento Road	9 miles Out of the total 9 miles, 3 miles are part of the dual route with SR 429 (SR 429/414). There is one mainline plaza and four ramp plazas.
S.R. 417 a/k/a Central Florida GreeneWay	Orange	The interchange with International Drive near SR 535, running east, south of the Orlando International Airport,	and turning north to the Seminole/Orange County line,	32 miles There are four mainline and 26 ramp plazas on this roadway. The portions of SR 417 north of the Seminole/Orange County line and south of International Drive are owned and operated by the Florida Department of Transportation (FDOT).

Roadway	County	From	To	Approx. Distance
S.R. 429 a/k/a Daniel Webster Western Beltway	Orange	Seidel Road north	Mount Plymouth Road	31 miles (Of the total 31 miles, 3 miles are part of the dual route with SR 414 (SR 429/414)) There are two mainline plazas, two mainline gantries and 12 ramp plazas. + The portion of SR 429 from south of Seidel Road to I-4 is owned and operated by FDOT.
S.R. 451	Orange	north of SR 414	US 441 near Vick Road	2 miles There are no mainline or ramp plazas.
S.R. 453	Orange and Lake	SR 429	SR 46 in Lake County	2 miles SR 453 is expected to open in summer of 2018. There is one mainline gantry.
S.R. 528 a/k/a Martin B. Anderson Beachline Expressway	Orange	Boggy Creek Road / McCoy Road in the west	SR 520 in the east	23 miles There are two mainline and ten ramp facilities (includes two ramp rebate gantries). The portions of SR 528 east and west of CFX's jurisdiction are owned and operated by the FDOT.
Goldenrod Extension	Orange	Lee Vista Blvd. South	Cargo Road North	2.46 miles There is 1 mainline plaza.

Note 1. December 2017 - While CFX's jurisdiction includes; Orange, Brevard, Lake, Osceola, and Seminole Counties; only Orange County has active limited access highways, interchanges, and ramps online. It is anticipated that additional limited access highways, interchanges, and ramps will become active and online within Lake County during the first half of 2018. Dates for future expansion within Brevard, Seminole, and Osceola are currently unavailable.


<https://www.cfxway.com/wp-content/uploads/2016/06/CFX-System-Map-2016.pdf>

**CONSENT AGENDA ITEM
#23**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: August 20, 2021

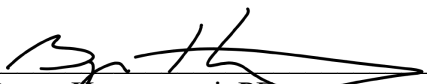
SUBJECT: Approval of Purchase Order to Temple, Inc. for
SpeedLane Pro Sensors for the Traffic Monitoring Station Replacement Project
Project No. 599-564

Board approval is requested to issue a purchase order to Temple, Inc. in the amount of \$496,350.00 for seventy-five SpeedLane Pro sensors. These devices will replace the current detection radars which are no longer being serviced or repaired by the manufacturer.

Temple, Inc. has been designated as a sole source provider for these devices.

This purchase is included in the Five-Year Work Plan.

Reviewed by:


Bryan Homayouni, PE
Manager of Traffic Operations


Glenn Pressimone, PE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: August 20, 2021

Vendor Name: Temple, Inc.
P.O. Box 2066 / 50 Davis Street
Decatur, AL 35602

The following is a list of reasons to use Standardization as a basis for pricing with this Vendor:

Temple Inc. is the sole source provider for Houston Radar, LLC's product and services in the state of Florida. The SpeedLane Pro manufactured by Houston Radar and distributed by Temple provides a cost effective and competitive alternative to the current Traffic Monitoring Station detection devices deployed on the CFX system. CFX has evaluated the Houston Radar product in comparison with the current Traffic Monitoring Station hardware. The results of the evaluation were detailed in a report which suggest Standardization is warranted. Deployment of this product can be done through seamless integration and operation within our existing Expressway system and will improve the reliability and maintainable performance of the system.

Temple, Inc. is the sole source provider for the Houston Radar Speed Lane Pro product in the state of Florida. It is recommended to purchase the equipment through Temple, Inc.



Bryan Homayouni, P.E.
Manager of Traffic Operations

Signature of Director of Procurement: _____



E.

Reports

E.1.

Chairman's Report

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

E.2.

Treasurer's Report

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: August 26, 2021 *MC*

RE: July 2021 Financial Reports

Attached please find the July 2021 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING JULY 31, 2021 AND YEAR-TO-DATE**

	FY 22 MONTH ACTUAL	FY 22 MONTH BUDGET	FY 22 YEAR-TO-DATE ACTUAL	FY 22 YEAR-TO-DATE BUDGET	FY 22 YEAR-TO-DATE VARIANCE	FY 22 YEAR-TO-DATE % VARIANCE	FY 21 - 22 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	\$ 50,965,938	\$ 42,957,159	\$ 50,965,938	\$ 42,957,159	\$ 8,008,779	18.6%	47.7%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	109,266	173,728	109,266	173,728	(64,462)	-37.1%	-78.0%
TRANSPONDER SALES	186,133	75,945	186,133	75,945	110,188	145.1%	177.0%
OTHER OPERATING	12,232	7,383	12,232	7,383	4,849	65.7%	-3.6%
INTEREST	534,735	196,704	534,735	196,704	338,030	171.8%	-23.6%
MISCELLANEOUS	65,706	63,454	65,706	63,454	2,251	3.5%	5.8%
TOTAL REVENUES	\$ 51,874,010	\$ 43,474,374	\$ 51,874,010	\$ 43,474,374	\$ 8,399,635	19.3%	44.7%
O M & A EXPENSES							
OPERATIONS	\$ 2,609,214	\$ 2,756,353	\$ 2,609,214	\$ 2,756,353	\$ 147,139	5.3%	-2.2%
MAINTENANCE	167,743	188,435	167,743	188,435	20,692	11.0%	2.4%
ADMINISTRATION	477,540	512,519	477,540	512,519	34,979	6.8%	-7.4%
OTHER OPERATING	-	-	-	-	-	-	-
TOTAL O M & A EXPENSES	\$ 3,254,497	\$ 3,457,307	\$ 3,254,497	\$ 3,457,307	\$ 202,810	5.9%	-2.7%
NET REVENUES BEFORE DEBT SERVICE	\$ 48,619,512	\$ 40,017,067	\$ 48,619,512	\$ 40,017,067	\$ 8,602,445	21.5%	49.6%
COMBINED NET DEBT SERVICE	\$ 18,048,572	\$ 18,048,671	\$ 18,048,572	\$ 18,048,671	\$ 99	0.0%	-1.7%
NET REVENUES AFTER DEBT SERVICE	\$ 30,570,940	\$ 21,968,396	\$ 30,570,940	\$ 21,968,396	\$ 8,602,545	39.2%	116.1%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2021
FOR THE MONTH ENDING JULY 31, 2021 AND YEAR-TO-DATE**

	<u>FY 2022 ACTUAL</u>	<u>FY 2022 BUDGET</u>	<u>VARIANCE</u>	<u>FY 22 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 2,609,214	\$ 2,756,353	\$ 147,139	5.3%
Maintenance	167,743	188,435	20,692	11.0%
Administration	477,540	512,519	34,979	6.8%
Other Operating	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total O M & A	\$ 3,254,497	\$ 3,457,307	\$ 202,810	5.9%
 Capital Expenditures				
Operations	\$ -	\$ 4,167	\$ 4,167	100.0%
Maintenance	-	-	-	0.0%
Administration	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>
Total Capital Expenditures	\$ -	\$ 4,167	\$ 4,167	100.0%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the One Month Ending July 31, 2021**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	48,878	55,539	6,661	11.99%
Image Review	103,281	111,005	7,724	6.96%
Special Projects	8,000	18,503	10,503	56.76%
Information Technology	134,270	159,850	25,579	16.00%
E-PASS Service Center	1,557,573	1,610,931	53,358	3.31%
Business Relations	10,028	11,991	1,964	16.38%
Public Outreach/Education	1,878	3,365	1,486	44.18%
Subtotal CFX	\$1,863,909	\$1,971,185	\$107,275	5.44%
Plazas	745,305	789,335	44,030	5.58%
Subtotal Toll Facilities	\$745,305	\$789,335	\$44,030	5.58%
Total Operations Expenses	\$2,609,214	\$2,760,520	\$151,306	5.48%



**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the One Month Ending July 31, 2021**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	80,561	88,307	7,746	8.77%
Traffic Operations	81,377	94,324	12,947	13.73%
Routine Maintenance	5,804	5,804	0	0.00%
Total Maintenance Expenses	<u><u>\$167,743</u></u>	<u><u>\$188,435</u></u>	<u><u>\$20,692</u></u>	<u><u>10.98%</u></u>



**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the One Month Ending July 31, 2021**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	2,042	2,417	375	15.50%
Administrative Services	142,969	146,525	3,557	2.43%
Communications	43,529	51,192	7,663	14.97%
Human Resources	17,081	20,297	3,216	15.85%
Supplier Diversity	12,845	14,526	1,681	11.57%
Accounting	83,165	88,376	5,211	5.90%
Construction Administration	4,409	4,948	539	10.89%
Risk Management	48,263	50,236	1,974	3.93%
Procurement	42,612	48,228	5,616	11.64%
Legal	45,920	50,768	4,848	9.55%
Internal Audit	0	0	0	0.00%
525 Magnolia	5,894	4,945	(949)	-19.19%
Engineering	5,029	5,436	407	7.49%
Records Management	23,783	24,624	841	3.42%
Grand Total Expenses	<u><u>\$477,540</u></u>	<u><u>\$512,519</u></u>	<u><u>\$34,978</u></u>	<u><u>6.82%</u></u>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING JULY 31, 2021 AND YEAR-TO-DATE**

	FY 22 YEAR-TO-DATE ACTUAL	FY 22 YEAR-TO-DATE BUDGET	FY 22 YEAR-TO-DATE VARIANCE	FY 21 YEAR-TO-DATE ACTUAL	FY 21 YEAR-TO-DATE BUDGET	FY 21 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 50,965,938	\$ 42,957,159	\$ 8,008,779	\$ 34,515,649	\$ 20,500,000	\$ 14,015,649	\$ (6,006,870)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	109,266	173,728	(64,462)	495,905	479,833	16,072	(80,534)
TRANSPONDER SALES	186,133	75,945	110,188	67,200	72,650	(5,450)	115,638
OTHER OPERATING	12,232	7,383	4,849	12,689	6,814	5,875	(1,026)
INTEREST	534,735	196,704	338,030	699,763	500,000	199,763	138,267
MISCELLANEOUS	65,706	63,454	2,251	62,090	61,929	161	2,090
TOTAL REVENUES	\$ 51,874,010	\$ 43,474,374	\$ 8,399,635	\$ 35,853,296	\$ 21,621,226	\$ 14,232,070	\$ (5,832,435)
O M & A EXPENSES							
OPERATIONS	\$ 2,609,214	\$ 2,756,353	\$ 147,139	\$ 2,666,843	\$ 2,922,931	\$ 256,088	\$ (108,949)
MAINTENANCE	167,743	188,435	20,692	163,751	166,238	2,487	18,205
ADMINISTRATION	477,540	512,519	34,979	515,907	527,419	11,512	23,467
OTHER OPERATING	-	-	-	-	-	-	-
TOTAL O M & A EXPENSES	\$ 3,254,497	\$ 3,457,307	\$ 202,810	\$ 3,346,501	\$ 3,616,588	\$ 270,087	\$ (67,277)
NET REVENUES BEFORE DEBT SERVICE	\$ 48,619,512	\$ 40,017,067	\$ 8,602,445	\$ 32,506,795	\$ 18,004,638	\$ 14,502,157	\$ (5,899,712)
COMBINED NET DEBT SERVICE	\$ 18,048,572	\$ 18,048,671	\$ 99	\$ 18,362,884	\$ 18,348,816	\$ 14,068	\$ (13,969)
NET REVENUES AFTER DEBT SERVICE	<u>\$ 30,570,940</u>	<u>\$ 21,968,396</u>	<u>\$ 8,602,545</u>	<u>\$ 14,143,911</u>	<u>\$ (344,178)</u>	<u>\$ 14,488,089</u>	<u>\$ (5,885,544)</u>

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING JULY 31, 2021 AND YEAR-TO-DATE

	FY 22 MONTH ACTUAL	FY 21 MONTH ACTUAL	FY 21 - 22 SAME MONTH COMPARISON	FY 22 YEAR-TO-DATE ACTUAL	FY 21 YEAR-TO-DATE ACTUAL	FY 21 - 22 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 50,965,938	\$ 34,515,649	\$ 16,450,289	\$ 50,965,938	\$ 34,515,649	\$ 16,450,289
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	109,266	495,905	(386,639)	109,266	495,905	(386,639)
TRANSPONDER SALES	186,133	67,200	118,933	186,133	67,200	118,933
OTHER OPERATING	12,232	12,689	(457)	12,232	12,689	(457)
INTEREST	534,735	699,763	(165,028)	534,735	699,763	(165,028)
MISCELLANEOUS	65,706	62,090	3,616	65,706	62,090	3,616
TOTAL REVENUES	\$ 51,874,010	\$ 35,853,296	\$ 16,020,714	\$ 51,874,010	\$ 35,853,296	\$ 16,020,714
O M & A EXPENSES						
OPERATIONS	\$ 2,609,214	\$ 2,666,843	\$ (57,629)	\$ 2,609,214	\$ 2,666,843	\$ (57,629)
MAINTENANCE	167,743	163,751	3,992	167,743	163,751	3,992
ADMINISTRATION	477,540	515,907	(38,367)	477,540	515,907	(38,367)
OTHER OPERATING	-	-	-	-	-	-
TOTAL O M & A EXPENSES	\$ 3,254,497	\$ 3,346,501	\$ (92,004)	\$ 3,254,497	\$ 3,346,501	\$ (92,004)
NET REVENUES BEFORE DEBT SERVICE	\$ 48,619,512	\$ 32,506,795	\$ 16,112,717	\$ 48,619,512	\$ 32,506,795	\$ 16,112,717
COMBINED NET DEBT SERVICE	\$ 18,048,572	\$ 18,362,884	\$ (314,312)	\$ 18,048,572	\$ 18,362,884	\$ (314,312)
NET REVENUES AFTER DEBT SERVICE	<u>\$ 30,570,940</u>	<u>\$ 14,143,911</u>	<u>\$ 16,427,029</u>	<u>\$ 30,570,940</u>	<u>\$ 14,143,911</u>	<u>\$ 16,427,029</u>

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

E.3.

Executive Director's Report

**THE EXECUTIVE DIRECTOR'S REPORT
WILL BE PROVIDED PRIOR TO THE
BOARD MEETING**

F.

Regular Agenda Items

F. 1.



Central Florida Expressway Authority Board Update

September 9, 2021



WEKIWA PARKWAY

Completing Central Florida's Beltway



KEY

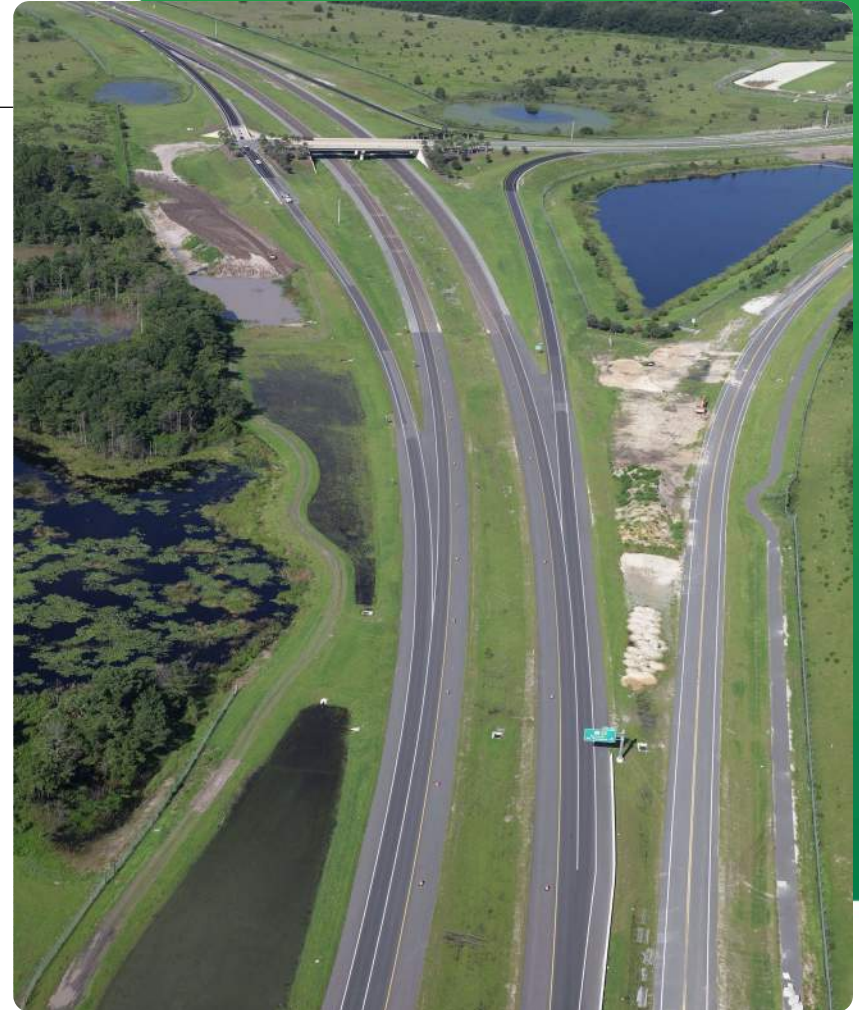
- FDOT Section
- CFX Section



Project Overview



- \$1.6 billion completion of Central Florida's beltway
- 25-mile toll road (13 miles open)
- \$500 million non-tolled road improvements:
 - Upgrading State Road (S.R.) 46 in Lake and Seminole Counties.
 - Moved part of County Road 46A (C.R. 46A) out of the state forest.
 - Building parallel service roads in east Lake and Seminole Counties.
 - 10 miles of multi-use trails
- 2018: CFX completed last sections (total 10 miles)
- Positive economic impact: Nearly 36,000 jobs (direct & indirect)
- All electronic tolling



Conservation Goals

The Wekiva Parkway has helped to protect the area's natural resources in the following ways:

- Set aside of 3,400 acres of land for conservation.
- Building three wildlife bridges and a new longer, higher-profile bridge over the Wekiva River
 - Providing nearly 1.5 miles of safe passage under travel lanes for animals.
- Elevating portions of parkway to reduce vehicle collisions with animals.
- Installing special wildlife fencing and jump-outs so animals that wander into the corridor can easily return to their habitat.
- Placing bat houses that will house roughly 1,200 bats each in strategic locations.



WEKIVA PARKWAY

Completing Central Florida's Beltway



2022

2022

2022

2023

FDOT/TPK SECTIONS
• Indicates Design Build

CFX SECTIONS



Lake Apopka

Section 6

Lake & Seminole Counties

State Road 46 from State Road 429 to west of Longwood Markham Road

WEKIVA PARKWAY



- Largely replacing S.R. 46 with elevated parkway
- Parallel, non-tolled, service roads for local travel
- Three higher, longer bridges over the Wekiva River
 - National Wild and Scenic River
 - Florida Outstanding Waterway
- Three other wildlife crossing bridges

2021 Milestones:

- Substantial completion of the Wekiva River bridges
- This Fall: All traffic shifts back onto S.R. 46 service roads



Fast Facts:

Length: 6 miles
Construction Cost: \$238 million
Construction Start: October 2017
Project Completion: Early 2022

Section 7A

Seminole County

State Road 46 from west of Longwood Markham Road to Orange Boulevard

WEKIVA PARKWAY



- Elevated parkway and non-tolled, parallel service roads for local trips
- Slip ramps to enter and exit the parkway
- Four roundabouts to enhance safety under the parkway
- Lighting: For safety under bridges and on roundabout approaches
- Landscaping will be established after construction is complete

2021 Milestone:

- Aug. 25: Traffic moved onto new stretch of the eastbound S.R. 46 service road and part of the new Glade View Drive roundabout



Fast Facts:

Length: 3.5 miles

Construction Cost: \$108 million

Construction Start: April 2018

Project Completion: Fall 2022

Section 7B

Seminole County

State Road 46 from Orange Boulevard to Wayside Drive-Oregon Street

WEKIVA PARKWAY



Fast Facts:

Length: 1.3 miles

Construction Cost: \$18 Million

Construction Start: July 2019

Project Completion: Spring 2022

- Widening S.R. 46 to six lanes within the existing right of way
 - Goal: Reduce congestion and enhance safety
- Installing street lighting and medians
- Enhanced pedestrian and cyclist safety:
 - 7-foot bike lanes
 - 10-foot sidewalk on the south side
 - 5- to 6-foot sidewalk on the north side

2021 Milestone:

- September: Move traffic onto new outside lanes to allow median work

Section 8

Seminole County

State Road 429 from Orange Boulevard to East of Rinehart Road

WEKIWA PARKWAY



Fast Facts:

Length: 2.63 miles

Construction Cost: \$255 Million

Construction Start: December 2018

Project Completion: Spring 2023

- Connects to Interstate 4 (I-4) and S.R. 417, completing Central Florida's beltway
- New urban interchange will provide access to and from International Parkway
 - Will replace the existing S.R. 417 ramps at International Parkway
- Includes improvements to the general use lanes on the I-4 mainline
- Aesthetic walls and other features
- Replacing or widening more than 20 bridges

2021 Milestones:

- Bridge work progresses at I-4 / S.R. 417

WELCOME

Transportation and the Central Florida Expressway Authority (CFX), thank you for your interest in the Wekiva Parkway design and construction projects. The cooperative effort between these agencies and the Florida's Turnpike Enterprise.

ect to SR 417, completing the beltway around Central Florida, while helping to protect the natural resources surrounding the Wekiva River. This estimated of non-toll road improvements including:

- in Lake and Seminole Counties
 - change in Mount Dora
 - SR 45 so wildlife can move more safely between habitats
 - ice roads parallel to the parkway in part of east Lake and Seminole Counties
 - ong portions of the parkway in east Lake and Seminole counties
- en to traffic. The entire Wekiva Parkway is scheduled to be open to traffic in 2023.

chedule. Please use and schedules are subject to change to a list of variables

IN MAP

Details.



For more information:

Community Outreach Team

p: 407-710-5610

e: Info@wekivaparkway.com

w: www.wekivaparkway.com

[FB.com/WekivaParkway](https://www.facebook.com/WekivaParkway)

[@WekivaPKWYInfo](https://twitter.com/WekivaPKWYInfo)

LATEST NEWS

Click on text for details

June 30, 2020
Section 8: Overnight Ramp Closures Scheduled on S.R. 417

June 26, 2020
Section 7B: Detour for South Henderson Lane in Effect

June 23, 2020
Section 7A: Lane Closures Scheduled on S.R. 45

June 23, 2020
Section 8: Ramp Closure Scheduled on S.R. 45

June 19, 2020
Section 7B: Lane Closure Scheduled on South Henderson Lane

June 17, 2020
Section 7A: Nighttime Longwood Markham Road Lane Closures at S.R. 45

June 16, 2020
Section 8: Overnight Ramp Closures Scheduled on S.R. 417 at I-4

June 12, 2020
Section 7A: Traffic Shift Planned on S.R. 45

June 5, 2020
Section 8: Overnight Lane Closures Scheduled on I-4 and S.R. 417

PUBLIC MEETINGS - More than 80 Attend FDOT Section 7B Pre-construction Public Meeting

PROJECT DOCUMENTS

PRESENTATIONS

PRESS RELEASES - Florida Transportation Agencies Win 2019 Toll Excellence Award for Protection of Wildlife, Natural Resources During Wekiva Parkway Project

[All News](#)



F. 2.



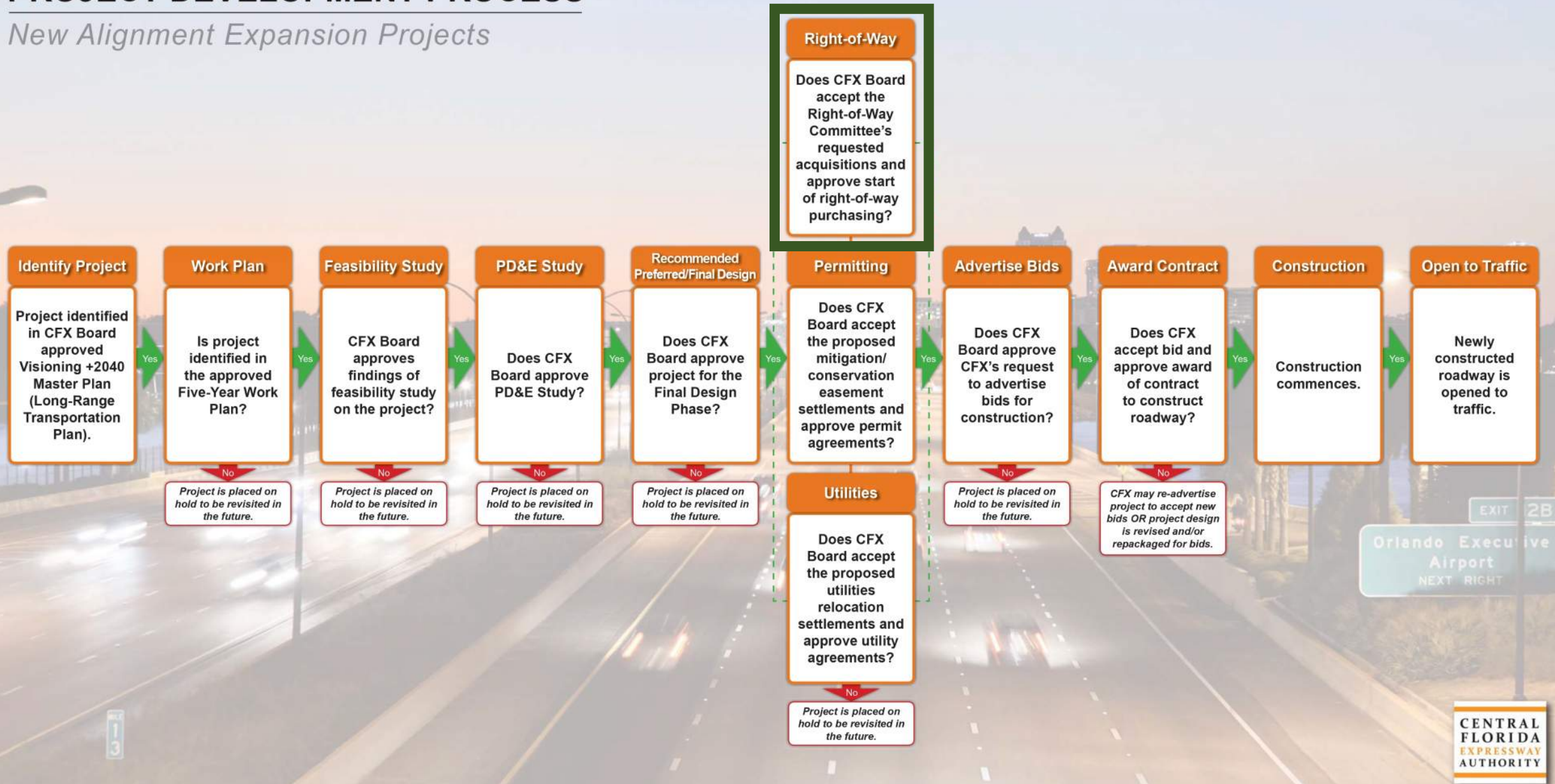
Advanced Right Of Way Acquisition Procedures

Woody Rodriguez, General Counsel

— September 9, 2021 —

PROJECT DEVELOPMENT PROCESS

New Alignment Expansion Projects



Right Of Way Manual – Advanced Acquisitions



Right of Way Committee and Governing Board Considerations

1. Current and Future Property Values
2. Savings and Planning Efficiencies
3. Future Development Impacts
4. Environmental Considerations

Right Of Way Manual – Advanced Acquisitions



5. Funding Opportunities
6. Corridor Preservation Opportunities
7. Opportunity for Waiver of Federal Requirements
8. Statutory Requirement



CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

THANK YOU!

F. 3.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of a white rectangular box with two horizontal orange bars, one above and one below the text. The text is arranged in four lines: 'CENTRAL' and 'FLORIDA' in black, 'EXPRESSWAY' in orange, and 'AUTHORITY' in black. The background of the entire image is a photograph of a multi-level highway interchange with concrete overpasses and a grassy embankment under a clear blue sky.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Florida Tax Collector Association Partnership

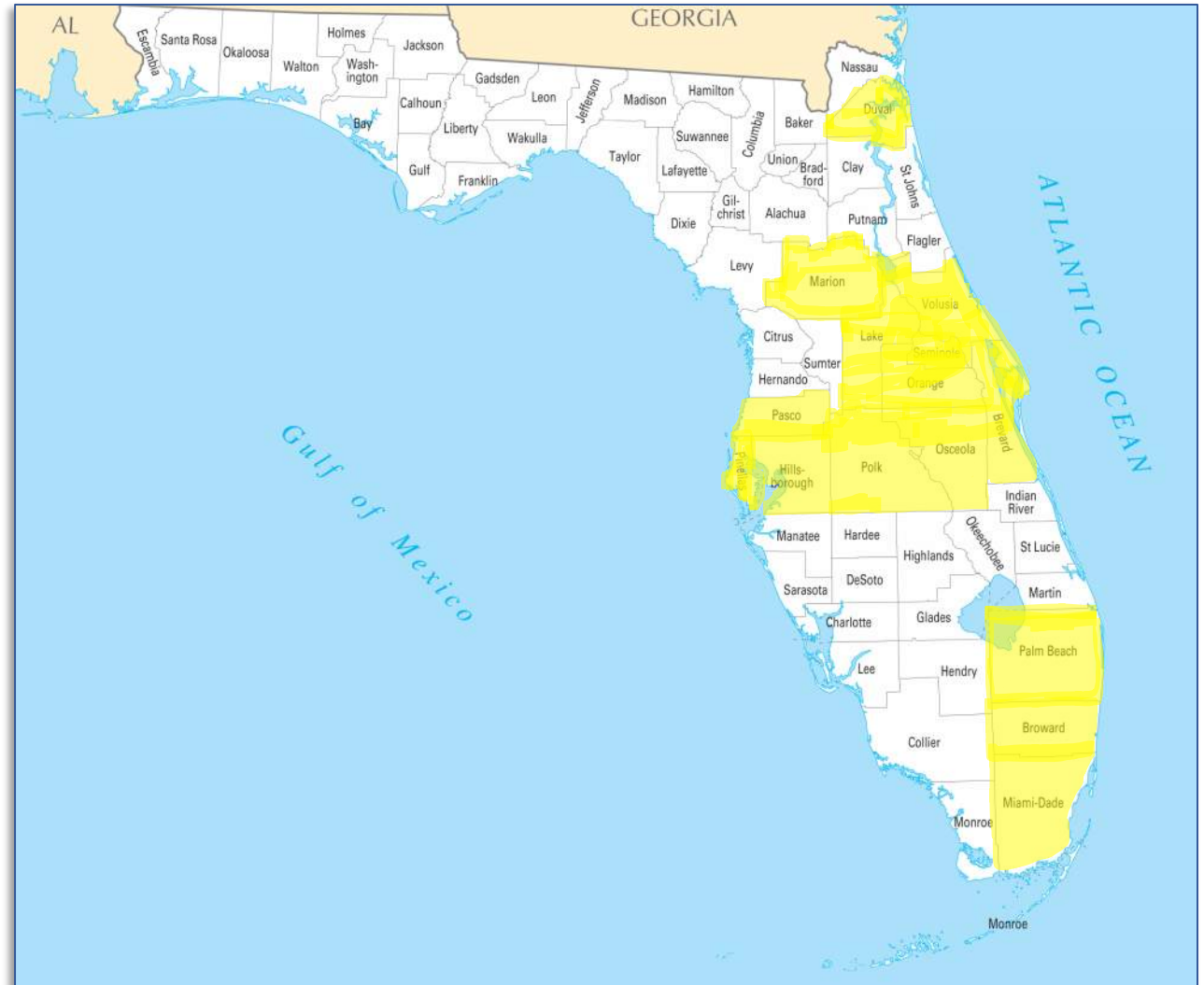
Laura Kelley, Executive Director

— September 9, 2021 —

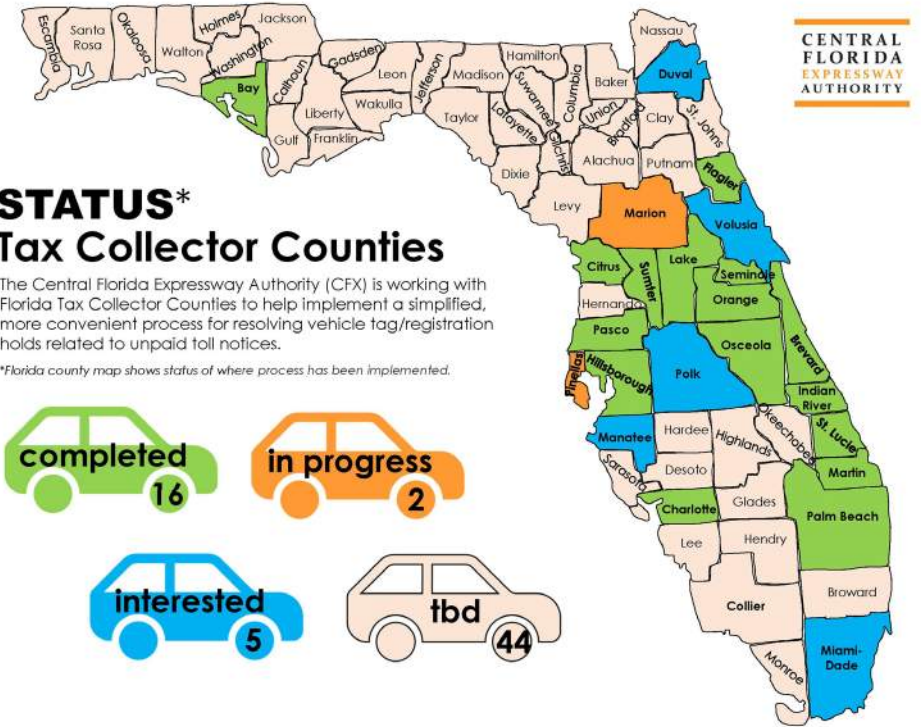
PARTNERSHIPS

Customer First Initiative

TOP 15 Counties
that have 90% of
Registration Holds




PARTNERSHIPS



F. 4.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of the words "CENTRAL", "FLORIDA", "EXPRESSWAY", and "AUTHORITY" stacked vertically in a bold, sans-serif font. The word "EXPRESSWAY" is highlighted in orange, while the other words are in black. The text is contained within a white rectangular box with thin orange horizontal bars above and below it.

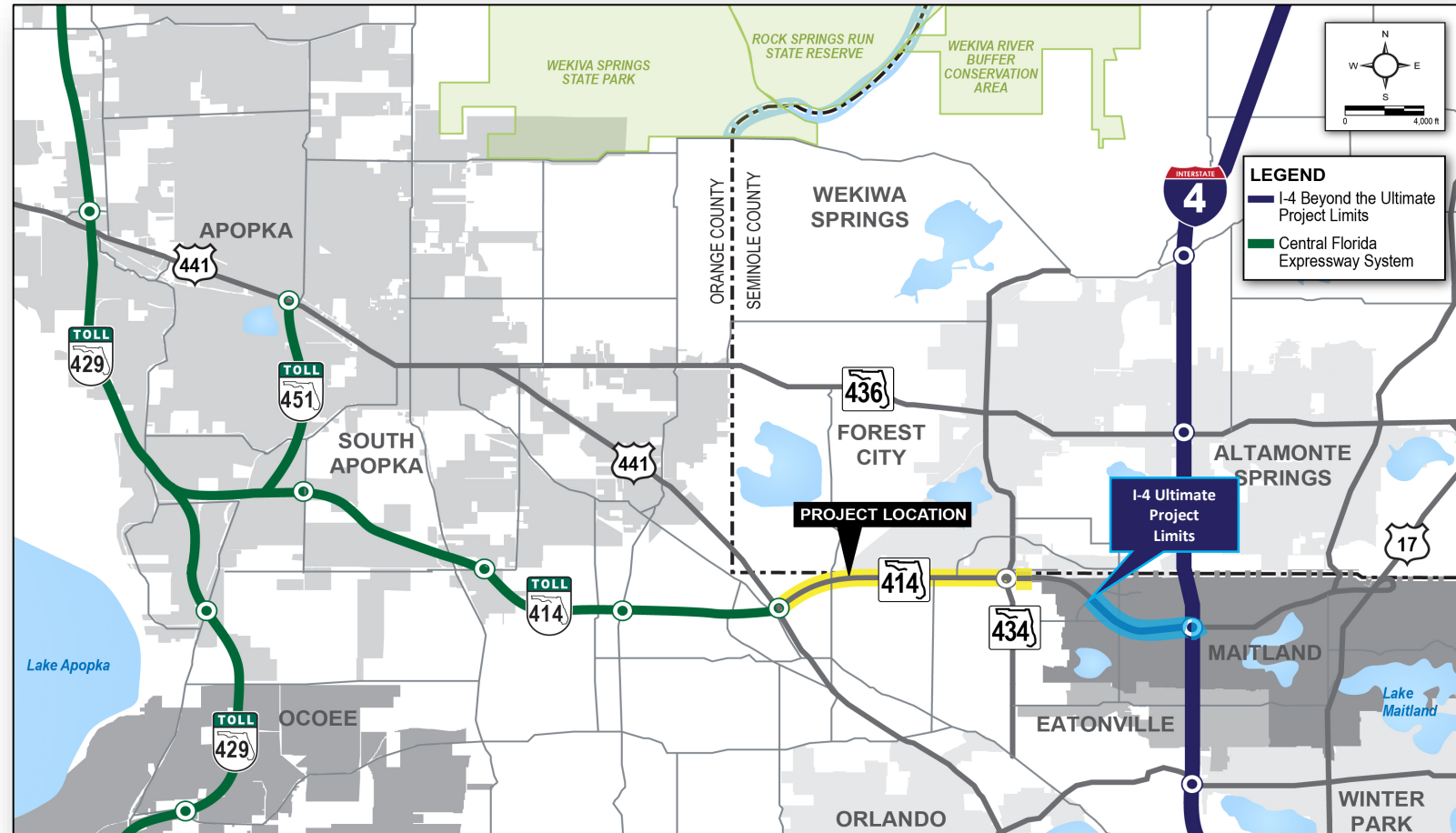
**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

The background of the slide is a photograph of a multi-level highway interchange. The concrete structures are light-colored, and the sky is a clear, bright blue. A grassy embankment is visible on the right side of the frame.

**State Road 414 Expressway Extension
Project Development and Environment Study**
Glenn Pressimone, PE, Chief of Infrastructure and
Sunserea Dalton, PE, Jacobs Engineering Group Inc.
— September 9, 2021 —

Project Background and Description

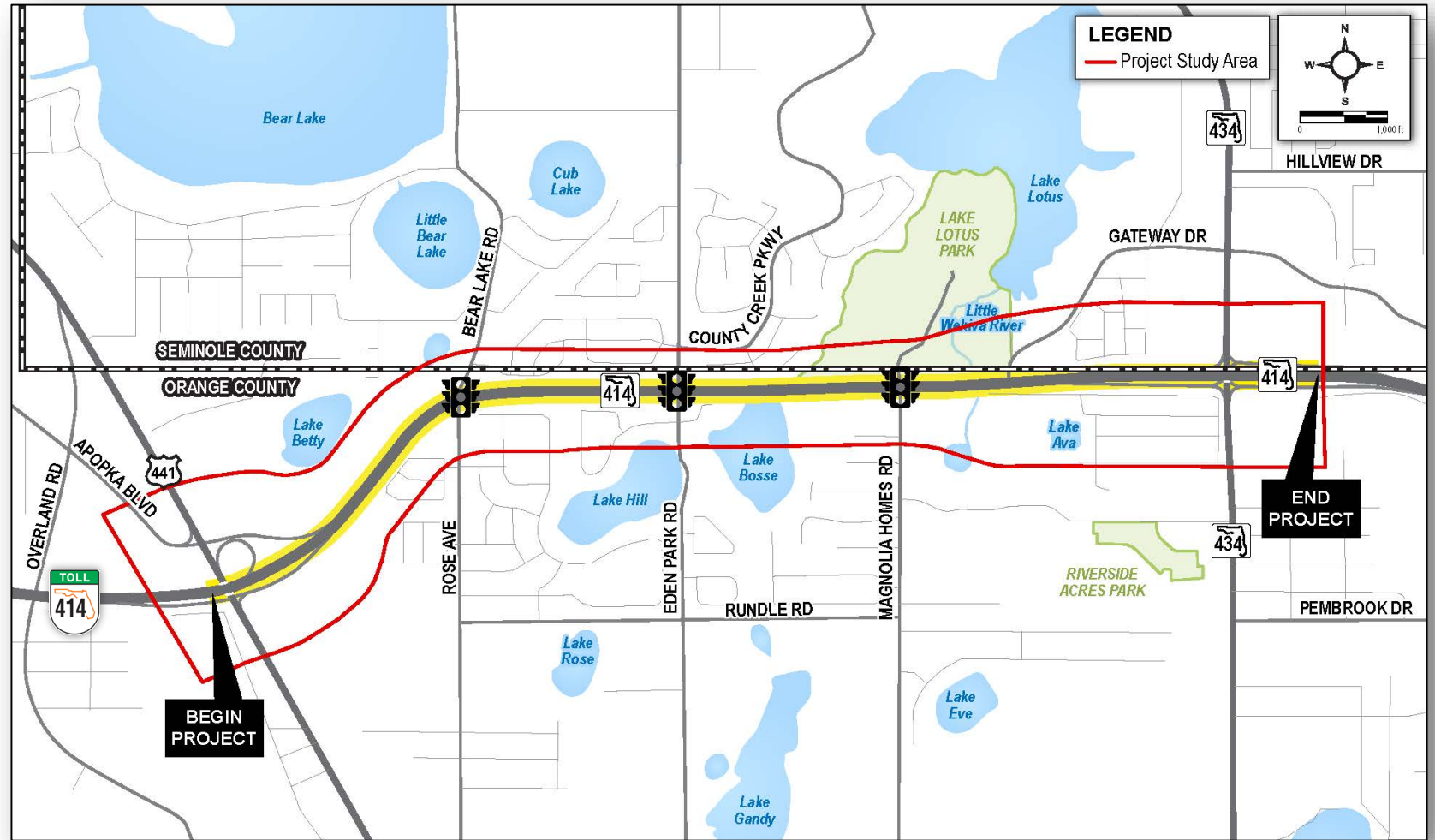
- SR 414 Reversible Express Lanes Schematic Technical Memorandum – 2019
- CFX Visioning + 2040 Master Plan – 2016
- CFX Five-Year Work Program FY2022-FY2026
- MetroPlan Orlando Transportation Improvement Program FY2021/22-FY2025/26



Project Location Map

Study Corridor

- From US 441 to SR 434
- 4-lane divided arterial
- Approximately 2.8 miles
- 3 existing signalized intersections
- 1 existing unsignalized intersection



Stakeholder Coordination



Public Involvement

Environmental & Project Advisory Group Meetings

- December 8, 2020: 30 Attendees
- August 31, 2021: 51 Attendees

Environmental Stewardship Committee

- October 10, 2020
- June 17, 2021
- August 19, 2021

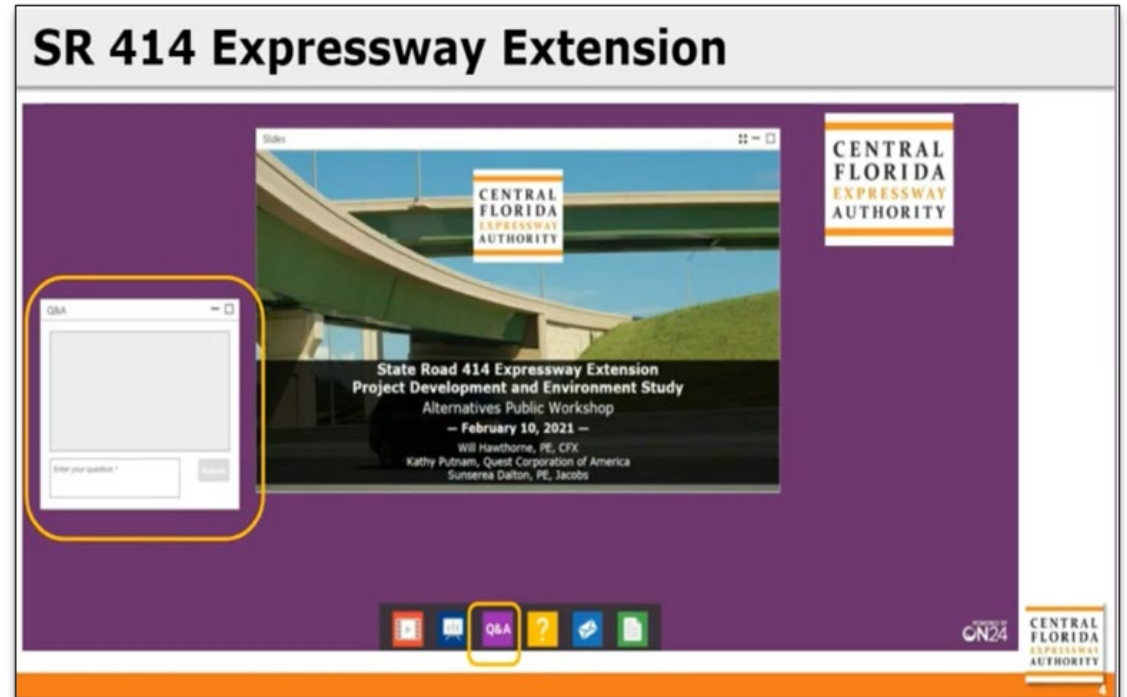
Public Meetings

- February 10, 2021: 104 Attendees

Public Hearing: October 28, 2021

Board Meetings

- December 9, 2020: MetroPlan Orlando (Factsheet)
- February 4, 2021: MetroPlan Orlando Municipal Advisory Committee



Source = Virtual Alternatives Public Workshop (QCA Office)

Key Input



Environmental and Project Advisory Groups

- ✓ *Maintain Lake Lotus Park access*
- ✓ *Minimize water quality impacts*
- ✓ *Evaluate expanded sidewalks or shared use path along Maitland Boulevard*
- ✓ *Evaluate geotechnical and archaeological issues at Lake Bosse bridge*
- ✓ *Minimize noise and environmental impacts*
- ✓ *Continue coordination with Orange County and FDOT for their proposed Regional Stormwater Treatment Facility*
- ✓ *Evaluate expanded signage for driver navigation*
- ✓ *Consideration for multimodal opportunities*
- ✓ *Consider lighting that reduces insect impacts*

Environmental Stewardship Committee

- ✓ *Erosion issues surrounding Little Wekiva Canal*
- ✓ *Minimize impacts to wetlands, surface waters and habitats, including Lake Bosse and Lake Lotus*
- ✓ *During design, consider additional bicycle enhancements, such as lighting*

Typical Sections Considered

Typical Section Option No.	Description	No. of Lanes on Expressway 	No. of Lanes on Maitland Blvd. 	Within Existing ROW	Daily Volume/Capacity Ratio (SR 414)	Minimizes Cost per Mile	Recommendation
1	2019 Existing	None	2 per direction	Yes	1.50	High	Not recommended
2	No-Build	None	3 per direction	Yes	1.25	High	Not recommended
3	Add 2 Elevated Express Lanes	1 per direction	2 per direction	Yes	1.20	Medium	Not recommended
4	Add 4 Elevated Express Lanes	2 per direction	2 per direction	Yes	0.95	Low	Preferred Typical Section
5	Add 2 Elevated Reversible Express Lanes	2 lanes reversible	2 per direction	Yes	1.13	Medium	Not recommended
6	Add Elevated Convertible Three Lanes with Movable Barrier	3 lanes convertible	2 per direction	Yes	1.14	Low	Not recommended
7	Add 2 Elevated Express Lanes and 2 At-Grade SR 414 lanes	1 per direction	3 per direction	Yes	1.06	Medium	Not recommended

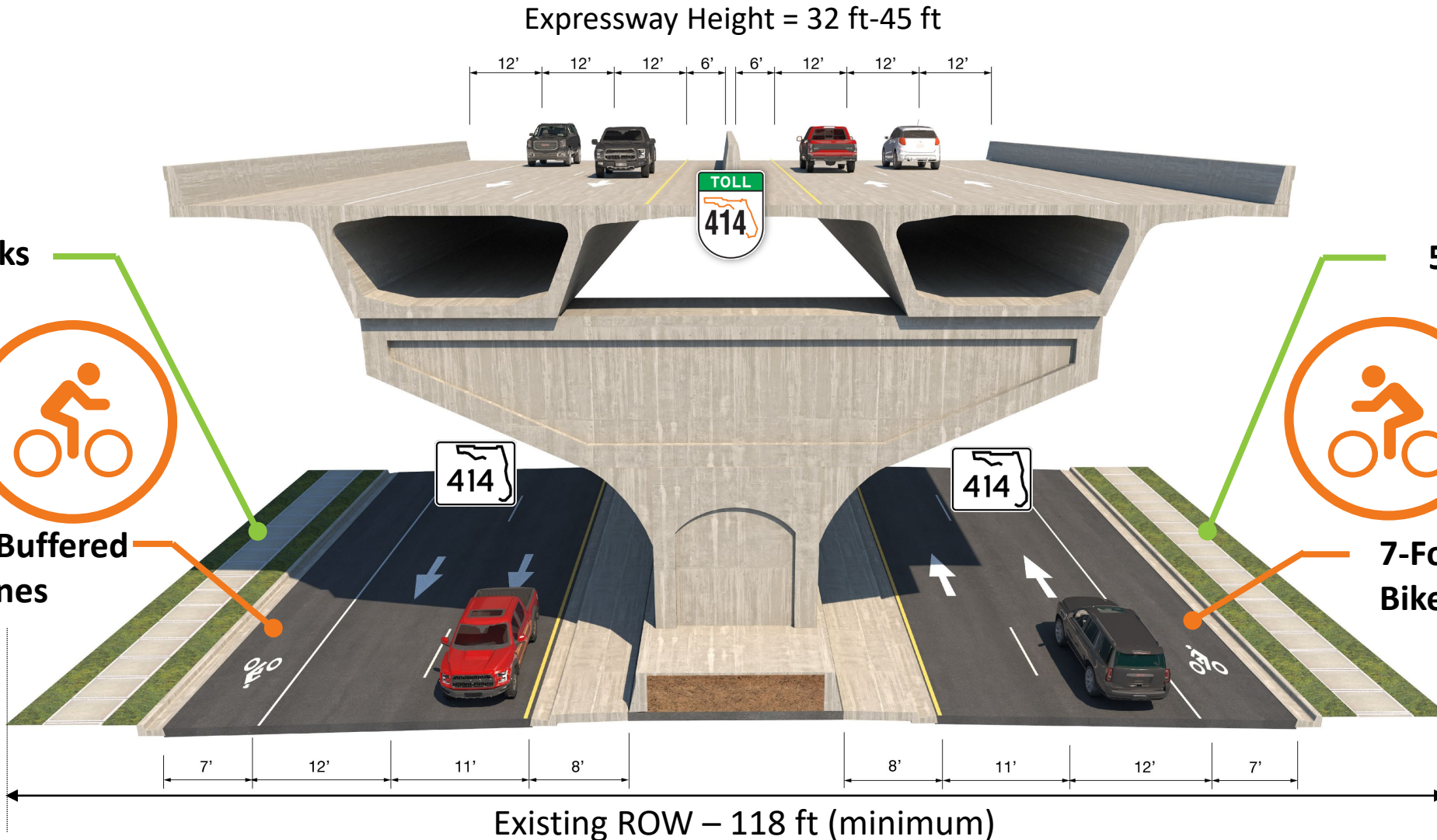
Preferred Alternative - Typical Section



5-Foot Sidewalks



7-Foot Buffered
Bike Lanes

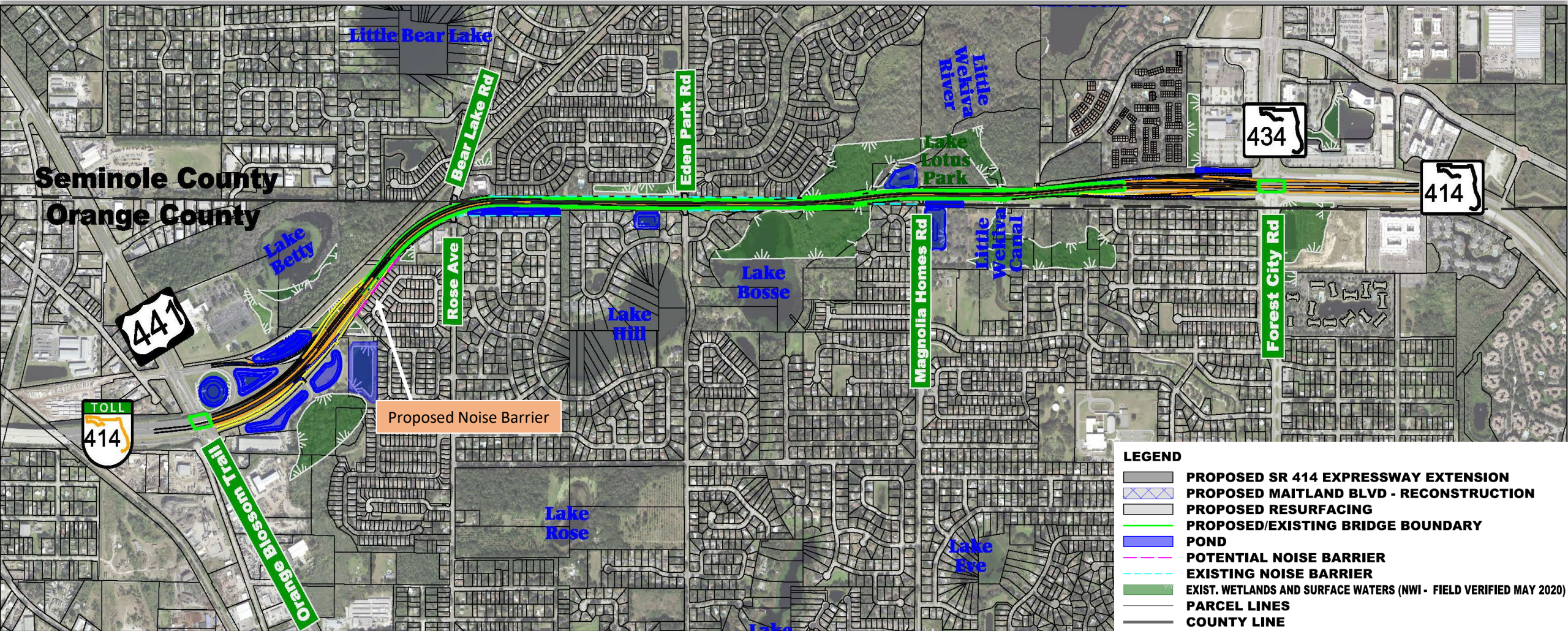


5-Foot Sidewalks



7-Foot Buffered
Bike Lanes

Preferred Alternative



Evaluation Matrix

Evaluation Factors		Preferred Alternative
SOCIAL	Residential Parcels Affected	0 parcels
	Non-Residential Parcels Affected	0 parcels
CULTURAL	Potential Effects to Historic/Archaeological Resources	None
NATURAL	Potential Jurisdictional Wetland Impacts (Acres)	1 acre
	Potential Jurisdictional Surface Water Impacts (Acres)	<0.5 acre
	Floodplain Impacts (acres)	<0.5 acre
	Potential Impacts to Federally/State Protected Species	No Adverse Effect
PHYSICAL	Impacted Noise Sensitive Sites (residences and trails)	47
	Potential Medium Risk Contamination Sites impacted	4
	Utilities relocated (No. of utility owners affected)	5
TOTAL PROJECT COSTS		\$373 Million

Subject to change, pending final design

Recommended Motion

Approval to move forward with a Public Hearing for the SR 414 Expressway Extension PD&E Study Preferred Alternative as presented.