

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AMENDED AGENDA
RIGHT OF WAY COMMITTEE MEETING
January 17, 2024
2:00 p.m.**

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

A. CALL TO ORDER

B. PUBLIC COMMENT

Pursuant to Section 286.0114, Florida Statutes and CFX Rule 1-1.011, the Right of Way Committee provides for an opportunity for public comment at the beginning of each regular meeting. The Public may address the Committee on any matter of public interest under the Committee's authority and jurisdiction, regardless of whether the matter is on the Committee'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 Committee members in advance of the meeting.

C. APPROVAL OF NOVEMBER 15, 2023 RIGHT OF WAY COMMITTEE MEETING MINUTES (action item)

D. AGENDA ITEM

1. CFX-DUKE ENERGY UTILITY RELOCATION AGREEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND DUKE ENERGY FLORIDA, LLC

PROJECT NO.: 538-235 POINCIANA PARKWAY EXTENSION

Marcos R. Marchena, Esq., Shareholder, Marchena and Graham, P.A. (action item)

2. RESOLUTION DECLARING PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE CONVEYANCE AND SELLING TO THE CITY OF APOPKA, FLORIDA

PROJECT NO.: 429-205, PARCEL: 291 (PORTION) – Robert Mallett, Esq., of Counsel, Nelson Mullins, P.A. (action item)

E. OTHER BUSINESS

F. ADJOURNMENT

(CONTINUED ON PAGE 2)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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 Malaya.Bryan@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.

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Right of Way Committee Meeting
November 15, 2023

Committee Members Present:

Mindy Cummings, Orange County Representative, Chairman
Laurie Botts, City of Orlando Representative
Brian Sheahan, Lake County Representative
Juan Diaz, Citizen Representative
Paul Satchfield, Osceola County Representative
Tad Calkins, alternate for John Denninghoff, Brevard County Representative
Christopher Murvin, Citizen Representative
Jean Jreij, Seminole County Representative

Committee Member Not Present:

John Denninghoff, Brevard County Representative

CFX Staff Present:

Laura Newlin Kelly, Associate General Counsel
Michelle Maikisch, Executive Director
Angie Tubbs, Recording Secretary

Item A: CALL TO ORDER

The meeting was called to order at 2:00 p.m. by Chairman Cummings. Recording Secretary, Angie Tubbs, called the roll and announced there was a quorum.

Item B: PUBLIC COMMENT

There was no public comment.

Item C: APPROVAL OF SEPTEMBER 20, 2023 RIGHT OF WAY COMMITTEE MEETING MINUTES

A motion was made by Ms. Botts and seconded by Mr. Sheahan to approve the September 20, 2023 minutes.

Vote: The motion carried unanimously with all seven (7) Committee members present voting AYE by voice vote. One (1) member, Alternate Committee Member Tad Calkins was not present.

Alternate Committee Member Tad Calkins, Brevard County Representative joined the meeting at 2:03 p.m.

Item D.1: MEDIATED SETTLEMENT AGREEMENT BETWEEN WHISPERING PINES PLANTATION. LLC AND CENTRAL FLORIDA EXPRESSWAY AUTHORITY PROJECT: STATE ROAD 528

Mr. Richard Milian with Nelson Mullins Riley and Scarborough, LLP, provided the Committee with an overview of the proposed Mediated Settlement Agreement between Whispering Pines Plantation LLC and Central Florida Expressway Authority. Mr. Milian recommended the Committee approve the settlement agreement as presented.

The Committee members asked questions, which were answered by Mr. Milian.

A motion was made by Mr. Satchfield and seconded by Mr. Murvin to recommend to the Board, approval of the Mediated Settlement Agreement between Whispering Pines Plantation LLC and the Central Florida Expressway Authority, subject to any minor or clerical modifications or revisions approved by the General Counsel or designee.

Vote: The motion carried unanimously with all eight (8) Committee members present voting AYE by voice vote.

Item E: OTHER BUSINESS

There was no other business.

Item F: ADJOURNMENT

Chairman Cummings adjourned the meeting at approximately 2:18 p.m.

Minutes approved on _____, 2024

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



MARCHENA AND GRAHAM, PA

**976 LAKE BALDWIN LANE, SUITE 101
ORLANDO, FLORIDA 32814
TELEPHONE (407) 658-8566
TELECOPIER (407) 281-8564
WEBSITE: www.mgfir.com**

**MARCOS MARCHENA
MMARCHENA@MGFIRM.COM**

MEMORANDUM

TO: CFX Right-of-Way Committee Members

FROM: Marcos R. Marchena, Esq., Right-of-Way Counsel *MM*
Marchena and Graham, P.A.

DATE: January 17, 2024

SUBJECT: CFX- Duke Energy Utility Relocation Agreement between the Central Florida Expressway Authority and Duke Energy Florida, LLC
Project No.: 538-235 Poinciana Parkway Extension

BACKGROUND

In connection with the construction of the Poinciana Parkway Extension project ("SR 538 Extension Project"), the Central Florida Expressway Authority staff has identified the need to relocate certain utilities facilities located in parcels that will be needed for the proposed right of way of the SR 538 Extension Project. One of the utilities requiring relocation of facilities is Duke Energy Florida, LLC ("Duke Energy"). A map depicting the existing and proposed utility corridor is attached hereto as Attachment "A".

The Central Florida Expressway Authority ("CFX") entered into a Utility Engineering Agreement with Duke Energy in August 2021 pursuant to which Duke Energy performed a preliminary study and engineering analysis to determine the work required to relocate Duke Energy's transmission lines to accommodate the SR 538 Extension Project. The work performed by Duke Energy under the Utility Engineering Agreement also determined an estimated budget for the utility relocation.

An agreement has been negotiated with Duke Energy to carry out the work identified under the Utility Engineering Agreement. The terms, pursuant to which Duke Energy will carry out the work, are established in the proposed CFX-Duke Utility Relocation Agreement attached hereto as Attachment "B" ("Agreement").

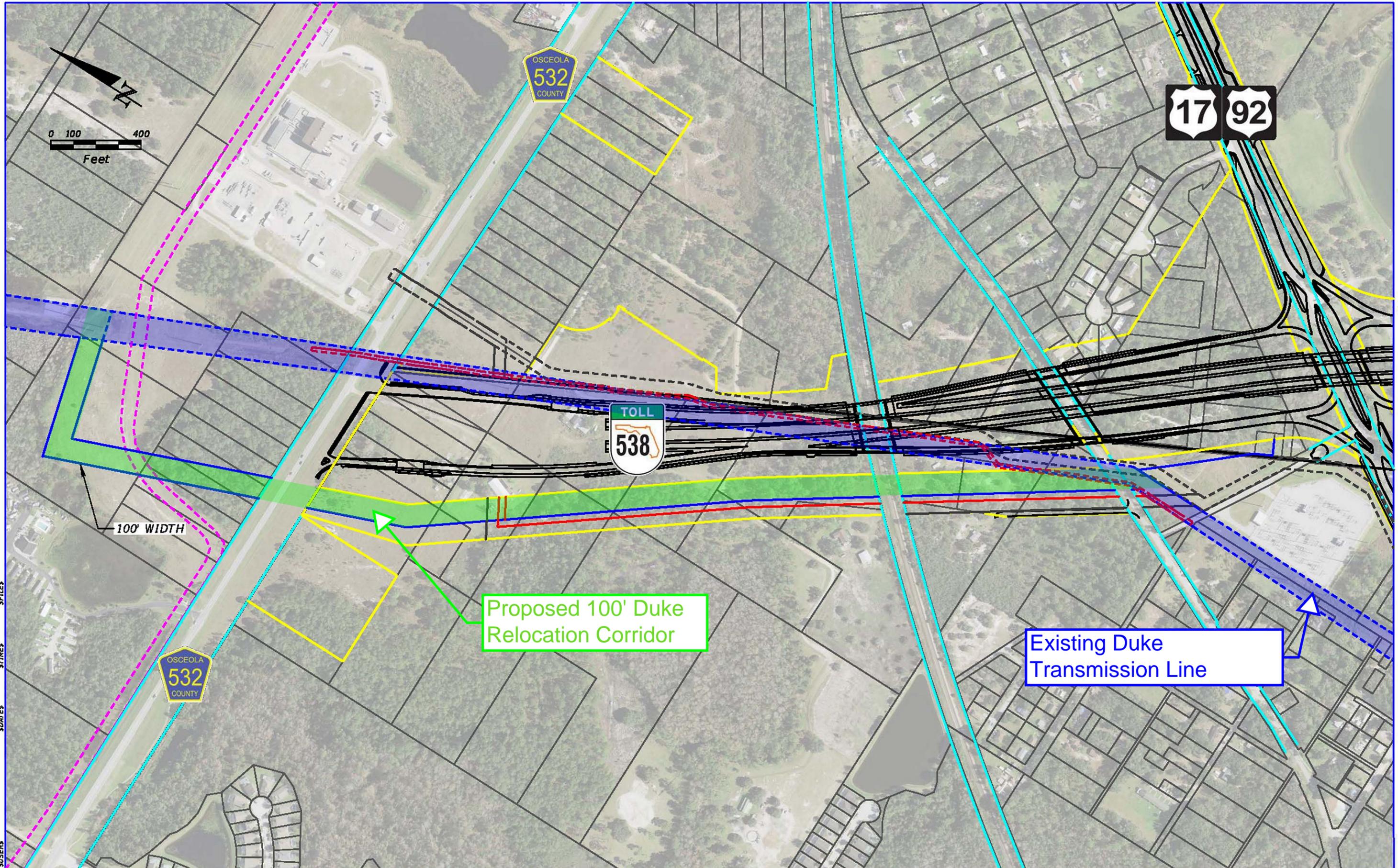
Pursuant to the terms of the Agreement, CFX will be responsible for funding the costs of relocation of the utilities, which are currently estimated to be \$7,500,000 ("Estimated Relocation Costs"). The Estimated Relocation Costs include the cost to finalize the engineering, secure the permits and construct the relocated utilities. There are certain long lead items, including custom poles that Duke Energy will order only upon receipt of funding from CFX. Additionally, CFX will be responsible for securing the easement interests over the relocated utility corridor and granting an easement to Duke Energy prior to Duke's construction of the relocated utilities in the proposed utility corridor.

REQUEST

A recommendation by the Right-of-Way Committee for CFX Board approval of the CFX-Duke Utility Relocation Agreement between CFX and Duke Energy Florida, LLC for the SR 538 Extension Project in the form attached, subject to minor or clerical modifications or revisions approved by counsel.

ATTACHMENTS

- A. Map of Utility Relocation
- B. CFX-Duke Utility Relocation Agreement



Proposed 100' Duke Relocation Corridor

Existing Duke Transmission Line

100' WIDTH

\$USERS
\$DATES
\$TIMES
\$FILES

REVISIONS	
DATE	DESCRIPTION

SR 538 Poinciana Parkway Extension	
ROAD NO. SR 538	PROJECT NO. 538-234/235/235A



ATTACHMENT "A"
MAP OF UTILITY RELOCATION

SHEET NO.

ATTACHMENT "B"

CFX-DUKE ENERGY UTILITY RELOCATION AGREEMENT

This Utility Relocation Agreement ("Agreement") is entered into this 8th day of February, 2024, between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose address is 4874 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 3300 Exchange Place NP2C, Lake Mary, FL 332746 ("Duke Energy"). This Agreement is for:

AGREEMENT BY DUKE ENERGY TO PERFORM CONSTRUCTION SERVICES AND BY CFX TO REIMBURSE DUKE ENERGY

1. Duke Energy will perform engineering, permitting and construction services in coordination with the CFX concerning the CFX's proposed "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 (the "Project"), in order to relocate the existing electric transmission line facilities affected by the Project.
2. CFX agrees to reimburse Duke Energy for all of the direct out-of-pocket costs and expenses incurred by Duke Energy associated with the relocation, construction and installation of the 69kV ICB Transmission Line and 230kV ICD (double circuit) Transmission Line.

SCOPE OF WORK AND SCHEDULE

This project consists of the relocation of the 69kV ICB and 230kV ICD (double circuit) Transmission Lines (the "Facilities") to support the construction of the Project. The Facilities include Transmission facilities only, Distribution facilities, if applicable, are not included.

- Duke Energy will relocate the existing 69kV ICB Line within the US 17-92 right of way, within an easement granted by CFX and within the limited access right of way.
- Duke Energy will relocate the existing 230kV ICD (double circuit) Line from Duke Energy's existing easement(s) to similar replacement easement(s) provided by CFX.

Duke Energy and CFX previously entered into that certain Utility Engineering Agreement dated September 9, 2021, for the purpose of coordinating the performance of certain design and engineering services required for the relocation of the Facilities and existing Duke Energy easements ("Engineering Agreement"). The Duke Energy provided document Response to Request for Information (RRFI) dated August 2022, attached hereto as Exhibit "A" and incorporated herein by reference, provides for the specific details of scope and schedule (the "Relocation" or the "Relocation Work").

3. Subject to the limitations of the terms and conditions of this Agreement, CFX agrees to reimburse Duke Energy for the actual costs of the Engineering and Relocation of Transmission facilities and structures. At this time, it is estimated that the actual costs associated will be \$7,500,000.00 (the "Estimate"). CFX and Duke Energy agree that CFX will be responsible for reimbursing Duke Energy and that the total actual cost of Engineering and Relocation will not exceed one hundred twenty (120%) percent of the original estimate of \$7,500,000.00 without prior written approval by the CFX. Duke Energy is not responsible for events beyond its control that could not reasonably be anticipated, and which could not be avoided with the exercise of due diligence at the time of occurrence. The amount of \$7,500,000.00 must be paid in full by CFX before Duke Energy may commence any Relocation Work or start the procurement of materials. Procurement of all Relocation Work materials by Duke Energy may take up to twelve (12) months before any Relocation Work may proceed.
4. Duke Energy may submit a final invoice to CFX for payment of all Engineering and Relocation costs in excess of the Estimate within approximately six (6) months of Duke Energy's completion of the Engineering and Relocation. CFX shall deliver payment of the final invoice amount in full to Duke Energy within sixty (60) days of CFX's receipt of said final invoice.
5. In the event that the amount of \$7,500,000.00 exceeds the final total actual costs incurred by Duke Energy for the Relocation Work, within approximately eight (8) months of Duke Energy's completion of the Engineering and Relocation, Duke Energy shall return the amount of the excess in full to CFX.
6. CFX shall acquire or condemn the necessary replacement easement(s), and convey to Duke Energy in a form mutually acceptable to Duke Energy and CFX, covering the approved location(s) within the necessary adjacent properties as agreed by the parties and which are reflected in the attached Exhibit "B", incorporated herein by reference. Said replacement easement(s) is/are required to provide Duke Energy with the necessary easement rights to complete the Relocation in order to accommodate the Project. The condition and characteristics of the replacement easement(s) must satisfy Duke Energy's requirements. CFX will transfer the permanent replacement easement(s) interests to Duke Energy prior to Duke Energy undertaking any Relocation Work. Within ninety (90) days of the removal of the Facilities from the existing Duke Energy easements, Duke Energy shall execute and record a release of easements interests in the existing Duke Energy easements in a form mutually agreed upon between Duke Energy and CFX.
7. Duke Energy shall apply for any and all Permits that are reasonably required for the relocation, installation, construction and operation of the Facilities in the replacement easements in accordance with Exhibit "B" and the Facilities located within the FDOT right of way in a timely manner. "Permits" shall mean all permits, approvals, licenses, authorizations, and development entitlements of or from all governmental authority(ies), including, without limitation, the water management district, the Florida Department of Environmental Protection, and the Florida Department of Transportation, consents from all

private parties with rights of consent or approval required to construct, operate and maintain the Facilities.

8. Each party may, directly or through a contracted service provider, observe the excavation and construction of the Relocation Work or the Project to ensure compliance with the terms of this Agreement. Either party may request the other party and shall be entitled to receive periodic updates on the progress of the Relocation Work and the Project.
9. Project Manager. Duke Energy and CFX will each designate a project manager to perform the duties of such Party under this Agreement not otherwise expressly reserved to the governing body of such Party (individually referred to herein as the “Project Manager” or collectively as the “**Project Manager**”). The initial Project Manager for the Duke Energy shall be Kevin Lanigan (“**Duke Energy Project Manager**”). The initial Project Manager for CFX shall be David Falk (“**CFX Project Manager**”). Either Party may designate a replacement Project Manager by written notice in accordance with Section 14 hereof. Notwithstanding the foregoing, the Duke Energy Project Manager and CFX Project Manager may elect to delegate in writing certain roles, rights and responsibility of the Duke Energy Project Manager and CFX Project Manager to individuals within Duke Energy or CFX, respectively.
10. Duke Energy shall, within sixty (60) days of receiving the Permits, the replacement easements interests from CFX, payment of the Estimate in full by CFX in conformance with Paragraph 3 above, procurement of all Relocation Work materials, and formal notice from CFX requesting Duke Energy commence the Relocation Work, commence the Relocation Work. The Relocation Work shall be completed no later than twelve (12) months after the Relocation Work commences unless (i) completion of the Relocation Activities in a timely manner are delayed or otherwise detrimentally impacted by the actions of CFX, in which case the Completion Deadline shall be extended day for day for the duration of the delay or detrimental impact resulting from CFX’s actions (ii) otherwise extended in writing by the mutual consent of the Parties, or (iii) the delay is caused by events that are beyond the parties’ reasonable control, including adverse weather, hurricanes, tornadoes, pandemic, war, any act of war, strike, lockout, or other labor disturbance (“Completion Deadline”). Duke Energy shall be responsible for conducting the Relocation Work in good order and repair in accordance with the Construction Plans, all applicable Permits, and the terms and conditions of this Agreement. Duke Energy shall coordinate the Relocation Work with the other two utility companies that will be relocating other utility facilities in easements adjacent or near to the existing easements and the new easements. Duke Energy shall notify CFX in writing at least ten (10) business days prior to the commencement of relocation, installation and construction of the Facilities in the new easements and shall coordinate with CFX throughout the construction of the Facilities in order to avoid or minimize any potential impacts, delays, disruptions, impairment or impediment to the construction of the Project.

MISCELLANEOUS PROVISIONS

11. 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.
12. 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. In any such action, the parties waive any right to jury trial.
13. 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 law.
14. 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 US certified mail, return receipt requested, overnight next day courier service, facsimile, email transmission or by delivery in person.

CFX: Central Florida Expressway Authority
Attn: Glenn M. Pressimone
4974 ORL Tower Road
Orlando, Florida 32807
Telephone: (407) 690-5321
Fax No.: (407) 690-5011
Email address: Glenn.Pressimone@CFXWay.com

With a copy to: Central Florida Expressway Authority
Attn: Counsel
4974 ORL Tower Road
Orlando, Florida 32807
Telephone: (407) 690-5000
Email address: LNK@cfxway.com

Duke Energy: Duke Energy Florida, LLC d/b/a Duke Energy
Attn: Kevin Lanigan
3300 Exchange Place, NP2C
Lake Mary, FL 32746
Telephone No.: (504)495-0422
Email address: Kevin.Lanigan@duke-energy.com

With a copy to: Shantel Ocampo, Esq.
Counsel
452 E. Crown Point, WG13
Winter Garden, Florida 34787
Telephone No.: (407)905-3380
Email address: shantel.ocampo@duke-energy.com

Duke Energy Florida, LLC d/b/a Duke Energy
Attn: Shamalini Waeen
3300 Exchange Place, NP04
Lake Mary, FL 32746
Telephone No.: (561)281-8296
Email address: Shamalini.Waeen@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.

15. Outages for the Relocation Work may be limited in time or availability and cannot be guaranteed by Duke Energy.
16. All of CFX's operations, activities and equipment used within Duke Energy's right-of-way and/or easement beneath or in proximity to any of Duke Energy's electrical facilities shall, at all times:
 - a. Be in strict compliance with Duke Energy's current Transmission ROW Guidelines/Restrictions for Florida; and
 - b. Be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act of 1971 (OSHA), and OSHA Crane Construction Standards for Power Line Safety, Sections 1926.1408 & .1409.
17. 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.
18. In consideration of payment for and completion of the Relocation Work, CFX and Duke Energy mutually release and hold harmless the other from any and all prior claims - actual, perceived or threatened, regarding the Relocation Work prior to the date of this Agreement. This release and hold harmless does not release the parties from any claims under this Agreement or for the Relocation Work itself.

[REMAINDER LEFT BLANK INTENTIONALLY, SIGNATURE PAGES TO FOLLOW]

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: Phillip R. Thomas

Print name: Phillip R. Thomas

Title: General Manager, Transmission Engineering - FL

Date: 1/3/2024

APPROVED
By Shantel W. Ocampo at 11:25 am, Jan 02, 2024

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: _____

Title: _____

Date: _____

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

Marchena and Graham, P.A.

By: _____

Marcos Marchena

Poinciana Parkway (SR538) Extension to CR532

Detail Project Number: F21047101 & F21047102

PACKAGE TYPE:

Response to Request for Information (RRFI)

RRFI PACKAGE AUTHOR:

Transmission Line Engineering

WORK PACKAGE TYPE:

Transmission Line Electrical Construction

RRFI RELEASED:

August 2022

DIVISION STRUCTURE

WORK PACKAGE TYPE:	Response to Request for Information (RRFI)
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DIVISIONS & CONTENTS

DIVISION 1: PROJECT INFORMATION

- DEF Transmission Line Work Package Information

DIVISION 2: PROJECT DRAWINGS

- Work Plan Drawings
- RGB's (NOTE: 90% Drawings included in this package)

DIVISION 3: FRAMING & ASSEMBLY DRAWINGS

- Applicable Standards Sheets (Listed on Division Cover Page)

DIVISION 4: EASEMENTS & PERMITS

- Easement Lists & Restrictions
- Road Permits
- Rail Permits
- Environmental Permits

DIVISION 5: ADDITIONAL INFORMATION

- Use Guidelines for Encroachments Involving Transmission Easements
- Utility Relocation Agreement

CAPITAL PROJECT INFORMATION					
Project Name:	Poinciana Parkway (SR538) Extension to CR532				
Requested ISD:	TBD	Proj:	ICB: F21047102 ICD: F21047101	WO:	ICB: 42545809 ICD: 42545812
CMI Date:	TBD	OU:	TRMP	BU:	50226
Submitted By:	Duke Energy	County:		Polk & Osceola	
Date Submitted:	August 2022	Line Code(s):		ICB: ICB-2A, ICLW-1A ICD: ICD-1, ICD2-2A	

Introduction:

This response for the Request for Information Package (RRFI) is provided to the Central Florida Expressway Authority (CFX) as was designated by the Utility Engineering Agreement entered into on September 9, 2021 by Duke Energy, LLC and the Central Florida Expressway Authority.

1. Description of Work

1.1. Project Location

This project is in Poinciana Florida (Polk County and Osceola County) between the DEF Citrus Center 530 Substation and DEF Intercession City Plant 166 Substation.

1.2. Detail Scope Statement

This package is specific to Duke Energy transmission line facilities only and does not include Duke Energy distribution facilities.

This project consists of the relocation of the 69kV ICB and 230kV ICD (double circuit) Transmission Lines to support the construction of an extension to the Poinciana Parkway (SR 538) toll road.

The ICB Line is a single circuit Line, while the ICD Line is a double circuit Line. The existing structure configurations will be maintained for both circuits.

This project will maintain the existing circuit ratings, wire types, and wire configuration.

ICB Line (Refer to the Work Plan Drawing -001)

- The proposed alignment for the 69kV ICB Line will remove a segment of the Line that runs north along the US 17-92 road to make space for the proposed roadway extension.
- Remove approximately 1,700 feet of three (3) phase conductor and ground wire and fourteen (14) structures along US 17-92.
- Install approximately 2,200 feet of three (3) phase conductors and ground wire and ten (10) structures.
- Extend the alignment north from Str. ICB-27A (to remain) to proposed structure ICB-24.
- This new alignment will then run northwest along the proposed SR 538 road for approximately 500 feet to the new structure ICB-23, and cross over the proposed Ramp D1, SR 538 EB, SR 538 WB, and Ramp C1 to structure ICB-22. The crossing occurs between the main roadway station 405+00 and 406+00. The proposed location for pole ICB-22 is within the limited access right of way.
- The alignment will continue to run east across the proposed Pond 200 and will tap back into the existing line near structure ICB-21 located on the US 17-92 road.
- ICB structures ICB-29, ICB-30, ICB-31, ICB-32, and ICB-33 located along US 17-92 road will be replaced in-kind and shifted laterally to the proposed limited access right-of-way line to avoid conflict with proposed underground utilities. At this proposed location, the proposed twelve (12) feet shared use path will require modifications to accommodate. There is a possibility to mitigate conflicts with these poles if modification to the proposed underground utilities are made to accommodate the existing poles.

Structure Installations: 69kV ICB Line

Str #	Type	Height (feet)	Class	Wood/Steel/Concrete	Foundation Type
ICB-21	21280	90	ENG	Steel	DE – Concrete BF
ICB-22	21280	115	ENG	Steel	DE – Concrete BF
ICB-23	21280	115	ENG	Steel	DE – Concrete BF
ICB-24	21280	90	ENG	Steel	DE – Concrete BF
ICB-28A	21280	90	ENG	Steel	DE – Concrete BF
ICB-29	21444i	115	9.3Kip	Concrete	DE – Rock BF
ICB-30	21444i	115	9.3Kip	Concrete	DE – Rock BF
ICB-31	21444i	110	9.4Kip	Concrete	DE – Rock BF
ICB-32	21444i	105	9.5Kip	Concrete	DE – Rock BF
ICB-33	21444i	90	9.8Kip	Concrete	DE – Rock BF

DE – Direct-embed, BF – Backfill, ENG – Engineered Pole

Structure Removals: 69kV ICB Line

Str #	Type	Height AGL (feet)	Class	Wood/Steel/Concrete
ICB-21	21444i	60	11.4Kip	Concrete
ICB-22	21444i	60	11.4Kip	Concrete
ICB-23	21444i	60	11.4Kip	Concrete
ICB-24	21444i	60	11.4Kip	Concrete
ICB-25	21444i	65	11.4Kip	Concrete
ICB-26	21444i	65	11.4Kip	Concrete
ICB-27	21480i	70	16.0Kip	Concrete
ICB-28	21444i	75	11.4Kip	Concrete
ICB-28A	21480i	70	16.0Kip	Concrete
ICB-29	21444i	115	9.3Kip	Concrete
ICB-30	21444i	115	9.3Kip	Concrete
ICB-31	21444i	110	9.4Kip	Concrete
ICB-32	21444i	105	9.5Kip	Concrete
ICB-33	21444i	90	9.8Kip	Concrete

ICD Line (Refer to the Work Plan Drawing -001 & 002)

- The proposed alignment for the 230kV ICD Line will shift approximately 4,700 feet west of its existing location to remediate any conflicts with the proposed SR 538 Roadway and ramps. The Line will be located within the proposed 100 feet easement provided by CFX.
- Remove approximately 4,700 feet of three (3) phase conductor and fiber ground wire of double circuit line and six (6) poles.
- Install approximately 5,300 feet of three (3) phase conductor and fiber ground wire for double circuit line and nine (9) poles.

- Extend the alignment West from existing structure ICD-6 (to remain) to new structure ICD-6A.
- The new alignment will run Southeast toward existing structure ICD-13 (to remain) gradually moving closer to the existing alignment.
- The new alignment will re-utilize the existing structures ICD-6 and ICD-13.

Structure Installations: 230kV ICD Line

Str #	Type	Height (feet)	Class	Wood/Steel/Concrete	Foundation Type
ICD1-6A	31280	140	ENGR	Steel	Drilled Pier
ICD2-6A	31280	140	ENGR	Steel	Drilled Pier
ICD-7	32206	135	ENGR	Steel	DE – Concrete BF
ICD1-8	31280	125	ENGR	Steel	DE – Concrete BF
ICD2-8	31280	125	ENGR	Steel	DE – Concrete BF
ICD-9	32206	110	ENGR	Steel	DE – Concrete BF
ICD-10	32206	110	ENGR	Steel	DE – Concrete BF
ICD-11	32206	110	ENGR	Steel	DE – Concrete BF
ICD-12	32206	110	ENGR	Steel	DE – Concrete BF

DE – Direct-embed, BF – Backfill, ENG – Engineered Pole

Structure Removals: 230kV ICD Line

Str #	Type	Height AGL (feet)	Class	Wood/Steel/Concrete
ICD1-7	32206	120	ENG	Steel
ICD1-8	32206	135	ENG	Steel
ICD1-9	32206	135	ENG	Steel
ICD1-10	32206	120	ENG	Steel
ICD1-11	32206	120	ENG	Steel
ICD1-12	32206	120	ENG	Steel

2. Contingencies and Assumptions

The contents of this RRFI Package are pending further site and subsurface investigation to determine precise height, embedment depth, and foundation type for the proposed structures.

Pending information include soil borings, SUE’s, drainage revisions, final finish grade elevations, and completion of the roadway design (current version is 90%).

Structure relocations and replacement will require easement acquisitions, railroad permitting, municipality permitting, environmental permitting, earthwork, grading, clearing, and subsurface utility explorations.

3. Procurement of Material

This project will require a period of twelve (12) months of material procurement. Procurement will not be initiated until the ratification of a Utility Relocation Agreement (URA) (refer to draft copy included), easements/right-of-entry agreements are completed and proper access to each proposed pole location is obtained. The twelve (12) month duration is based on the current manufacturing lead time for material. Lead times may vary at the time the material order is placed which could impact this duration. All materials must conform to Duke Energy Florida's standards and requirements.

4. Construction

This project will require a period of ten (10) months to construct. The construction shall be completed in accordance with Duke Energy Florida's transmission line requirements and specifications. This duration may vary due to the ability to obtain the required system outages to accommodate the construction. Prior to initiating the coordination to obtain construction resources Duke Energy must inspect and approve the proposed one hundred (100) feet wide easement corridor.

5. Estimated Cost

The preliminary estimated cost for the scope of work described in this RRFI is \$7.5 million.

In the event that future costs to perform this work changes or the scope of work changes, this preliminary estimated cost will require adjustment.

6. Central Florida Expressway Authority (CFX) Action Items

- CFX to provide Duke Energy proposed one hundred (100) feet wide easement to accommodate this Request. The easement area must satisfy the following criteria:
 - 1) Elevated such that water does not accumulate.
 - 2) Flat grade; Less than 1:6 slope.
 - 3) Clear of vegetation, such as trees, tree stumps, brush over twelve (12) inches.
- CFX to obtain and / or provide permission and vehicle access to each proposed pole location for the ICD Line to perform subsurface investigations.
- CFX provide permission to place proposed pole ICB-22 and conductors within the proposed Limited Access right of way.

DIVISION 2: PROJECT DRAWINGS

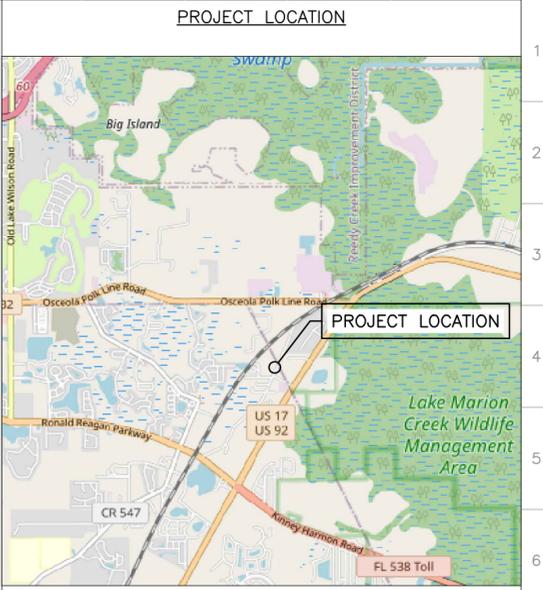
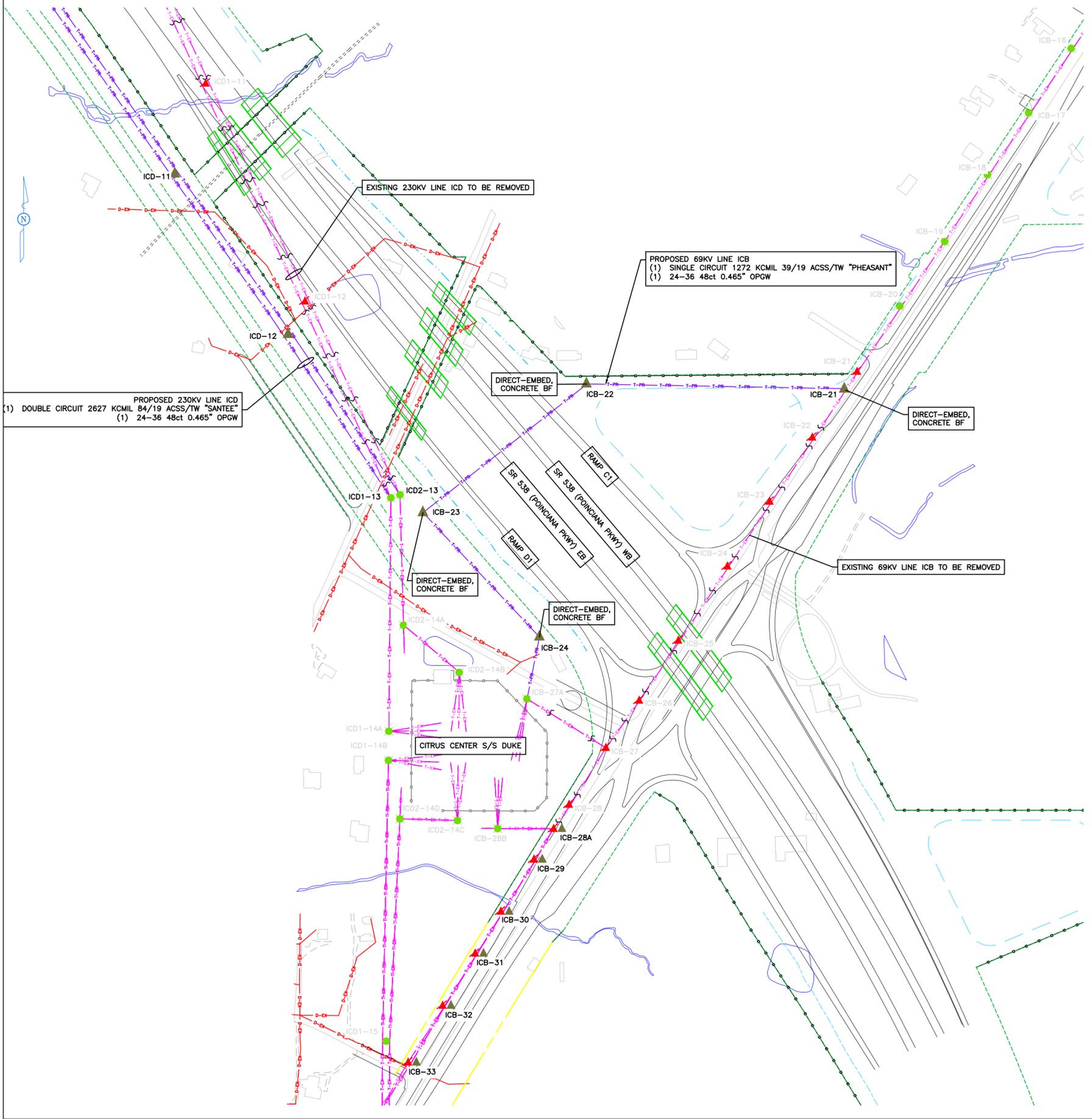
- **Work Plan Drawing(s)**
- **RGB's (90%)**

MAXIMO WO#: 42545809/42545812
 DETAILED PROJECT#: F21047101/F21047102
 OPERATING UNIT: TRMP
 TLN CREW AREA:
 TBD
 COUNTY: POLK & OSCEOLA
 ONE LINE SEGMENT: ICB-2A, ICLW-1A, ICD-1, ICD2-2A
 TLN NAME:
 69KV ICB & 230KV ICD
 ENGINEER: DOUGLAS REED
 CONTACT#: (407) 942-9471
 PROJECT MANAGER: SHAHMALINI WAEEN
 CONTACT#: (561) 281-8296
 COORDINATES:
 28° 15' 9.6500" N
 81° 33' 15.9930" W
 SITE ADDRESS:
 6807 S ORANGE BLOSSOM TRAIL,
 DAVENPORT, FL 33896
 NEARBY HOSPITAL ADDRESS:
 Z MEDICAL CENTER
 7810 LAKE WILSON RD,
 DAVENPORT, FL 33896

JOB NOTES:
 1. THERE IS A TOTAL OF (5) SINGLE-POLE STEEL AND (5) CONCRETE STRUCTURES PROPOSED FOR THE ICB LINE, AND (9) STEEL POLES PROPOSED FOR THE ICD LINE.
 2. THERE IS A TOTAL OF (14) STRUCTURES TO BE REMOVED ON THE ICB LINE, AND (6) TO BE REMOVED ON THE ICD LINE.
 3. FOUNDATIONS FOR THE 69KV ICB STRUCTURES ARE ASSUMED TO CONSIST OF (10) DIRECT-EMBED FOUNDATIONS - (5) THAT ARE 40FT DEEP, AND (5) THAT ARE 20FT DEEP.
 4. FOUNDATIONS FOR THE 230KV ICD STRUCTURES ARE ASSUMED TO CONSIST OF (2) 10FT DIA., 50FT DEEP DRILLED PIER FOUNDATIONS. THE REMAINING (7) STRUCTURES ARE DIRECT EMBEDDED - (5) THAT ARE 45FT DEEP, AND (2) THAT ARE 50FT DEEP.

PROPOSED 230KV LINE ICD
 (1) DOUBLE CIRCUIT 2627 KCMIL 84/19 ACSS/TW "SANTEE"
 (1) 24-36 48ct 0.465" OPGW

PROPOSED 69KV LINE ICB
 (1) SINGLE CIRCUIT 1272 KCMIL 39/19 ACSS/TW "PHEASANT"
 (1) 24-36 48ct 0.465" OPGW



PROPOSED STRUCTURES TO BE INSTALLED

LINE-STR #	TYPE	AGH (FT)	MATERIAL	FOUNDATION
ICB-21	21280	90	STEEL	DIRECT EMBED
ICB-22	21280	115	STEEL	DIRECT EMBED
ICB-23	21280	115	STEEL	DIRECT EMBED
ICB-24	21280	90	STEEL	DIRECT EMBED
ICB-28A	21280	90	STEEL	DIRECT EMBED
ICB-29	21444i	115	CONCRETE	DIRECT EMBED
ICB-30	21444i	115	CONCRETE	DIRECT EMBED
ICB-31	21444i	110	CONCRETE	DIRECT EMBED
ICB-32	21444i	105	CONCRETE	DIRECT EMBED
ICB-33	21444i	90	CONCRETE	DIRECT EMBED
ICD1-6A	31280	140	STEEL	DRILLED PIER
ICD2-6A	31280	140	STEEL	DRILLED PIER
ICD-7	32206	135	STEEL	DIRECT EMBED
ICD1-8	31280	125	STEEL	DIRECT EMBED
ICD2-8	31280	125	STEEL	DIRECT EMBED
ICD-9	32206	75	STEEL	DIRECT EMBED
ICD-10	32206	65	STEEL	DIRECT EMBED
ICD-11	32206	80	STEEL	DIRECT EMBED
ICD-12	32206	80	STEEL	DIRECT EMBED

EXISTING STRUCTURES TO BE REMOVED

LINE-STR #	TYPE	AGH (FT)	MATERIAL	FOUNDATION
ICB-21	21444i	60	CONCRETE	DIRECT EMBED
ICB-22	21444i	60	CONCRETE	DIRECT EMBED
ICB-23	21444i	60	CONCRETE	DIRECT EMBED
ICB-24	21444i	60	CONCRETE	DIRECT EMBED
ICB-25	21444i	65	CONCRETE	DIRECT EMBED
ICB-26	21444i	65	CONCRETE	DIRECT EMBED
ICB-27	21480i	70	CONCRETE	DIRECT EMBED
ICB-28	21444i	75	CONCRETE	DIRECT EMBED
ICB-28A	21480i	70	CONCRETE	DIRECT EMBED
ICB-29	21444i	115	CONCRETE	DIRECT EMBED
ICB-30	21444i	115	CONCRETE	DIRECT EMBED
ICB-31	21444i	110	CONCRETE	DIRECT EMBED
ICB-32	21444i	105	CONCRETE	DIRECT EMBED
ICB-33	21444i	90	CONCRETE	DIRECT EMBED
ICD-7	32206	120	STEEL	DIRECT EMBED
ICD-8	32206	135	STEEL	DIRECT EMBED
ICD-9	32206	135	STEEL	DIRECT EMBED
ICD-10	32206	120	STEEL	DIRECT EMBED
ICD-11	32206	120	STEEL	DIRECT EMBED
ICD-12	32206	120	STEEL	DIRECT EMBED

LEGEND (SOME OR ALL OF THESE SYMBOLS MAY BE USED)

HYDROLOGY	T-EX REMOVE TRANSMISSION	EXISTING TRANSMISSION POLE
DRAIN RIGHT-OF-WAY	T-EX EXISTING TRANSMISSION	DISTRIBUTION POLE
FENCE	T-PR PROPOSED TRANSMISSION	INSTALL POLE
GAS LINE	D-EX DISTRIBUTION	REMOVE POLE
EDGE OF PROPOSED ROAD	INSTALL GUYING ANCHOR	CONDUCTOR CHANGE
RIGHT-OF-WAY	EXISTING GUYING ANCHOR	AIR BREAK SWITCH
RAILROAD TRACKS	REMOVE GUYING ANCHOR	

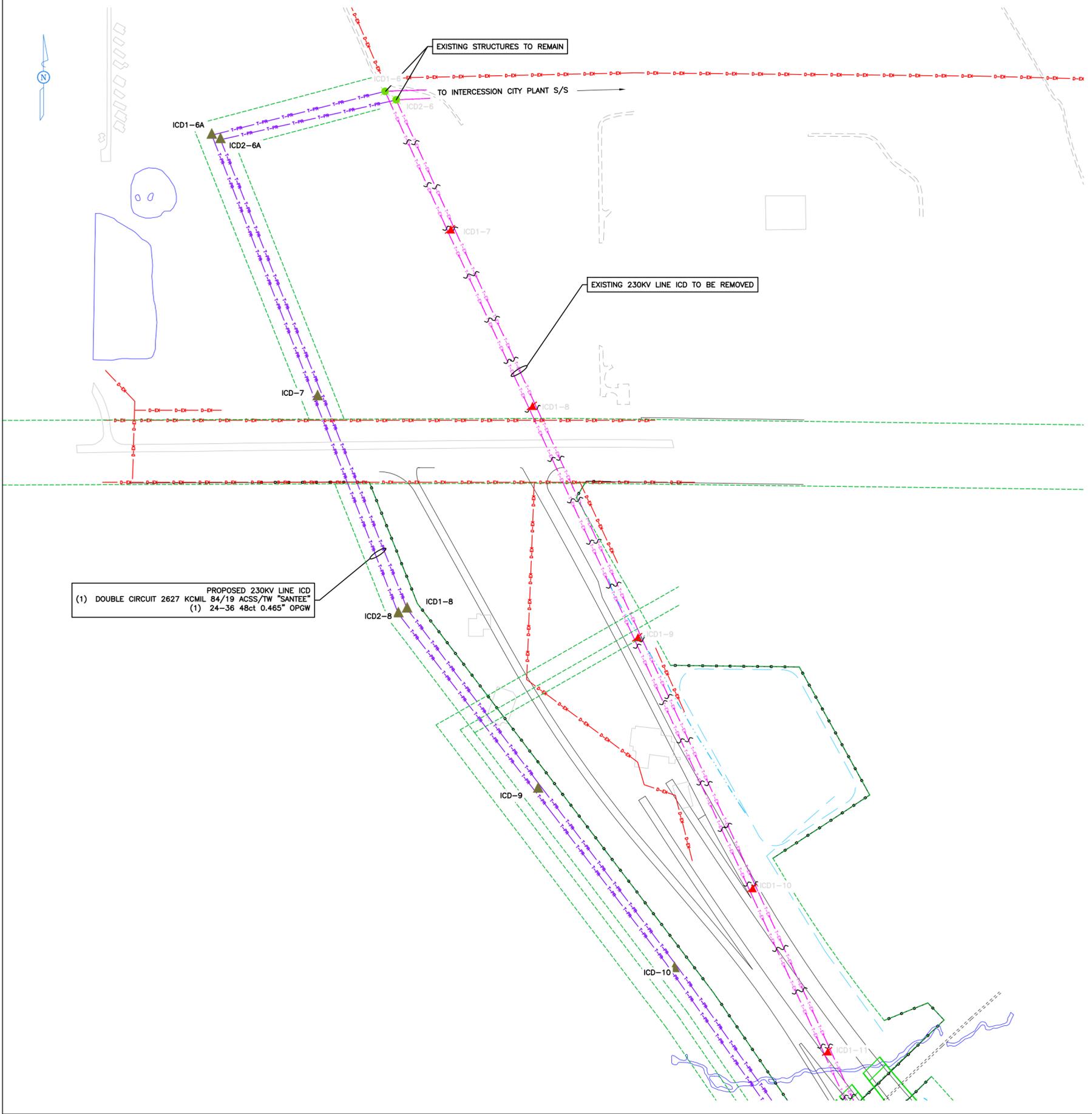
DUKE ENERGY

8/16/22 DATE
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 H: NTS NTS SCALE
 MG DRAWN MG TECH
 JC CHECK BH ENGR
 1 OF 1 SHEET DWG. 001

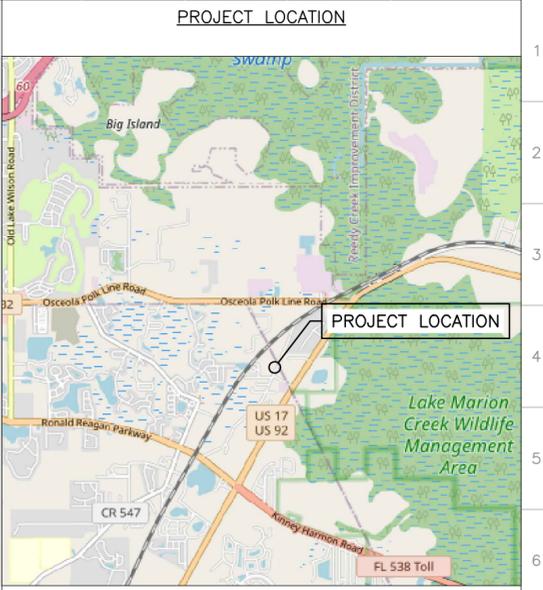
LINE ENGINEERING
 WORK PLAN DRAWING
 69KV ICB, AND 230KV ICD
 POINCIANA PARKWAY EXTENSION

MAXIMO WO#: 42545809/42545812
 DETAILED PROJECT#: F21047101/F21047102
 OPERATING UNIT: TRMP
 TLN CREW AREA:
 TBD
 COUNTY: POLK & OSCEOLA
 ONE LINE SEGMENT: ICB-2A, ICLW-1A, ICD-1, ICD2-2A
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PROPOSED 230KV LINE ICD
 (1) DOUBLE CIRCUIT 2627 KCML 84/19 ACSS/TW "SANTEE"
 (1) 24-36 48ct 0.465" OPGW



PROPOSED STRUCTURES TO BE INSTALLED

LINE-STR #	TYPE	AGH (FT)	MATERIAL	FOUNDATION
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ICB-32	21444i	105	CONCRETE	DIRECT EMBED
ICB-33	21444i	90	CONCRETE	DIRECT EMBED
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ICB-23	21444i	60	CONCRETE	DIRECT EMBED
ICB-24	21444i	60	CONCRETE	DIRECT EMBED
ICB-25	21444i	65	CONCRETE	DIRECT EMBED
ICB-26	21444i	65	CONCRETE	DIRECT EMBED
ICB-27	21480i	70	CONCRETE	DIRECT EMBED
ICB-28	21444i	75	CONCRETE	DIRECT EMBED
ICB-28A	21480i	70	CONCRETE	DIRECT EMBED
ICB-29	21444i	115	CONCRETE	DIRECT EMBED
ICB-30	21444i	115	CONCRETE	DIRECT EMBED
ICB-31	21444i	110	CONCRETE	DIRECT EMBED
ICB-32	21444i	105	CONCRETE	DIRECT EMBED
ICB-33	21444i	90	CONCRETE	DIRECT EMBED
ICD-7	32206	120	STEEL	DIRECT EMBED
ICD-8	32206	135	STEEL	DIRECT EMBED
ICD-9	32206	135	STEEL	DIRECT EMBED
ICD-10	32206	120	STEEL	DIRECT EMBED
ICD-11	32206	120	STEEL	DIRECT EMBED
ICD-12	32206	120	STEEL	DIRECT EMBED

LEGEND (SOME OR ALL OF THESE SYMBOLS MAY BE USED)

— (Blue) —	HYDROLOGY	-T-EX- (Green)	REMOVE TRANSMISSION	● (Green)	EXISTING TRANSMISSION POLE
- - - (Blue)	DRAIN RIGHT-OF-WAY	-T-EX- (Pink)	EXISTING TRANSMISSION	○ (Green)	DISTRIBUTION POLE
— (Black) —	FENCE	-T-PR- (Purple)	PROPOSED TRANSMISSION	▲ (Green)	INSTALL POLE
— (Green) —	GAS LINE	-D-EX- (Red)	DISTRIBUTION	● (Red)	REMOVE POLE
— (Black) —	EDGE OF PROPOSED ROAD	- - - (Black)	INSTALL GUYING ANCHOR	▲ (Red)	CONDUCTOR CHANGE
— (Cyan) —	RIGHT-OF-WAY	— (Black) —	EXISTING GUYING ANCHOR	▲ (Black)	AIR BREAK SWITCH
- - - (Black)	RAILROAD TRACKS	- - - (Black)	REMOVE GUYING ANCHOR		

DUKE ENERGY

8/16/22 DATE
 V: NTS NTS SCALE
 H: MG MG
 DRAWN TECH
 JC CHECK BH ENGR

LINE ENGINEERING
 WORK PLAN DRAWING
 69KV ICB, AND 230KV ICD
 POINCIANA PARKWAY EXTENSION

1 OF 1 SHEET DWG. 002

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

CONTRACT PLANS

**SR 538 (POINCIANA PARKWAY) SEGMENT 2
(FROM CR 532 TO US 17/92)**

STATE ROAD NO. 538

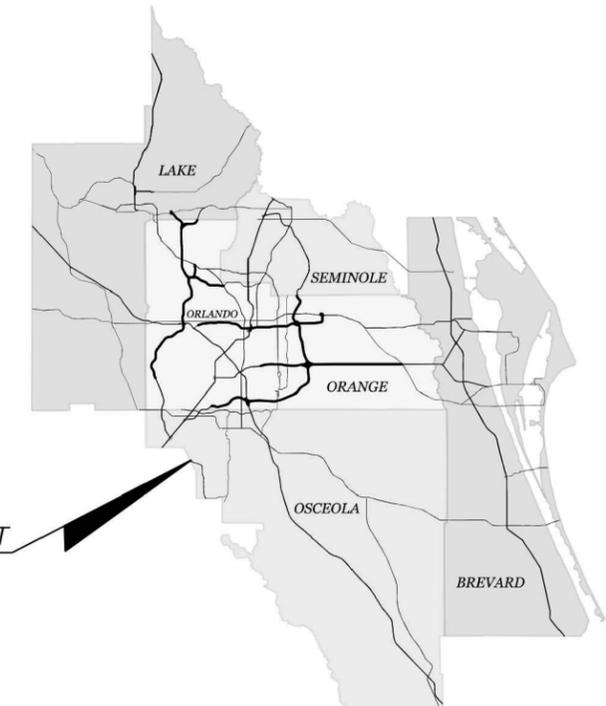
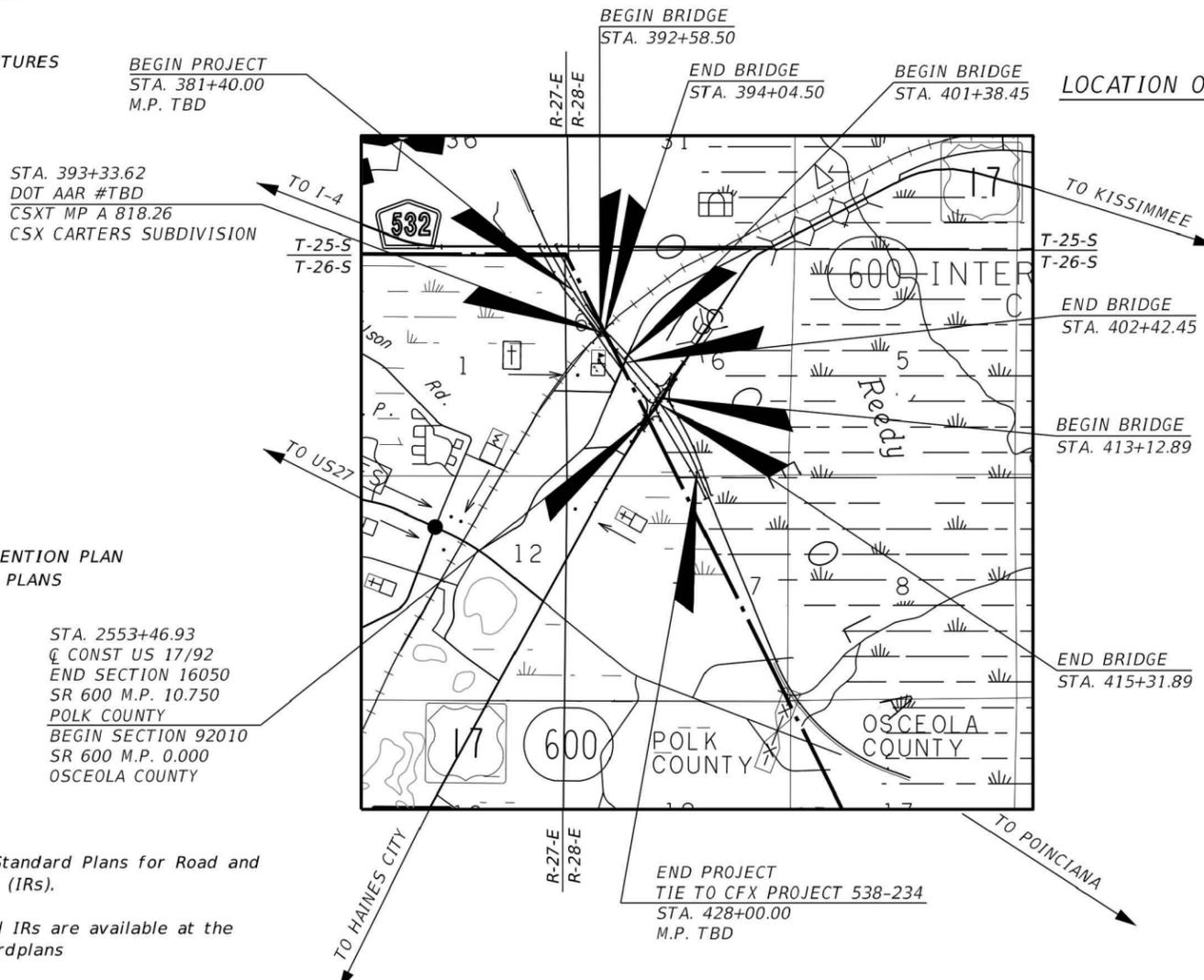
CFX PROJECT NUMBER 538-235

CONTRACT PLANS COMPONENTS

- ROADWAY PLANS
- SIGNING AND PAVEMENT MARKING PLANS
- SIGNALIZATION PLANS
- INTELLIGENT TRANSPORTATION SYSTEM (ITS) PLANS
- LIGHTING PLANS
- STRUCTURES PLANS (NOT INCLUDED)
- TOLL FACILITIES PLANS

INDEX OF ROADWAY PLANS

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2	SIGNATURE SHEET
3-7	SUMMARY OF PAY ITEMS
8-12	DRAINAGE MAP
13	INTERCHANGE DRAINAGE MAP
14	EXISTING DRAINAGE STRUCTURES
15	FLOOD DATA
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35-46	SUMMARY OF DRAINAGE STRUCTURES
47-49	PROJECT LAYOUT
50-51	PROJECT CONTROL
52-53	GENERAL NOTES
54-70	ROADWAY PLAN
71	ROADWAY PLAN & PROFILE
72-119	ROADWAY PROFILE
120-123	BACK OF SIDEWALK PROFILE
124-135	RAMP TERMINAL DETAILS
136-141	TRANSITION DETAILS
142-146	INTERSECTION ISLAND
147-209	DRAINAGE STRUCTURES
210-213	POND DETAILS
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218-227	POND SOIL SURVEY
228-245	POND CROSS SECTIONS
246	CROSS SECTION PATTERNS
247	ROADWAY SOIL SURVEY
248-257	MUCK DELINEATION PLAN
258	DEBRIS DELINEATION PLAN
259-394	CROSS SECTIONS
395-396	STORMWATER POLLUTION PREVENTION PLAN
397-438	TEMPORARY TRAFFIC CONTROL PLANS
439-466	UTILITY ADJUSTMENT
SQ-1-SQ-25	SUMMARY OF QUANTITIES



LOCATION OF PROJECT

- CENTRAL FLORIDA EXPRESSWAY AUTHORITY
GOVERNING BOARD
- | | |
|-------------------|---|
| BUDDY DYER | CHAIRMAN, CITY OF ORLANDO MAYOR |
| SEAN PARKS | VICE CHAIRMAN, LAKE COUNTY REPRESENTATIVE |
| JERRY DEMINGS | TREASURER, ORANGE COUNTY MAYOR |
| BRANDON ARRINGTON | OSCEOLA COUNTY REPRESENTATIVE |
| LEE CONSTANTINE | SEMINOLE COUNTY REPRESENTATIVE |
| VICTORIA SIPLIN | ORANGE COUNTY REPRESENTATIVE |
| JAY MADARA | GOVERNOR'S APPOINTEE |
| CURT SMITH | BREVARD COUNTY REPRESENTATIVE |
| RALPH MARTINEZ | GOVERNOR'S APPOINTEE |
| CHRISTOPHER MAIER | GOVERNOR'S APPOINTEE |

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2019-2020 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs: IR _____

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, JULY 2019 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

**ROADWAY PLANS
ENGINEER OF RECORD:**

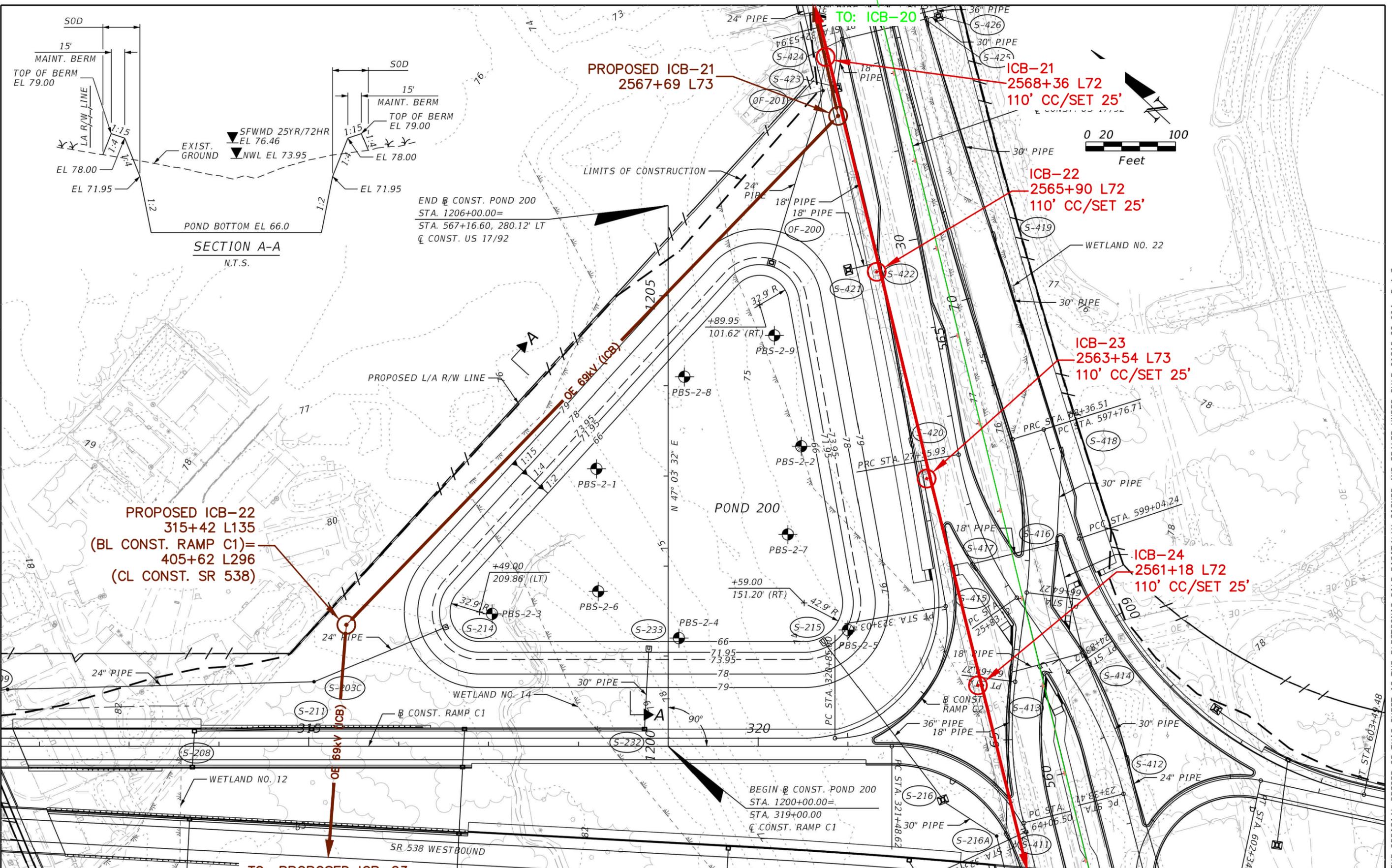
ROBERT B. JAMIESON, P.E.
P.E. NO.: 63980
GAI CONSULTANTS, INC.
618 EAST SOUTH STREET - SUITE 700
ORLANDO, FL 32801
CONTRACT NO.: 001648
VENDOR NO.: F251260999-003

CFX PROJECT MANAGER:

WILL HAWTHORNE, PE

**90% SUBMITTAL
JAN. 28, 2022**

FISCAL YEAR	SHEET NO.
22	1



DATE	DESCRIPTION	DATE	DESCRIPTION

DAVID R. VERLANDER, P.E.
P.E. LICENSE NUMBER 81420
GAI CONSULTANTS, INC.
618 E. SOUTH STREET - SUITE 700
ORLANDO, FL 32801

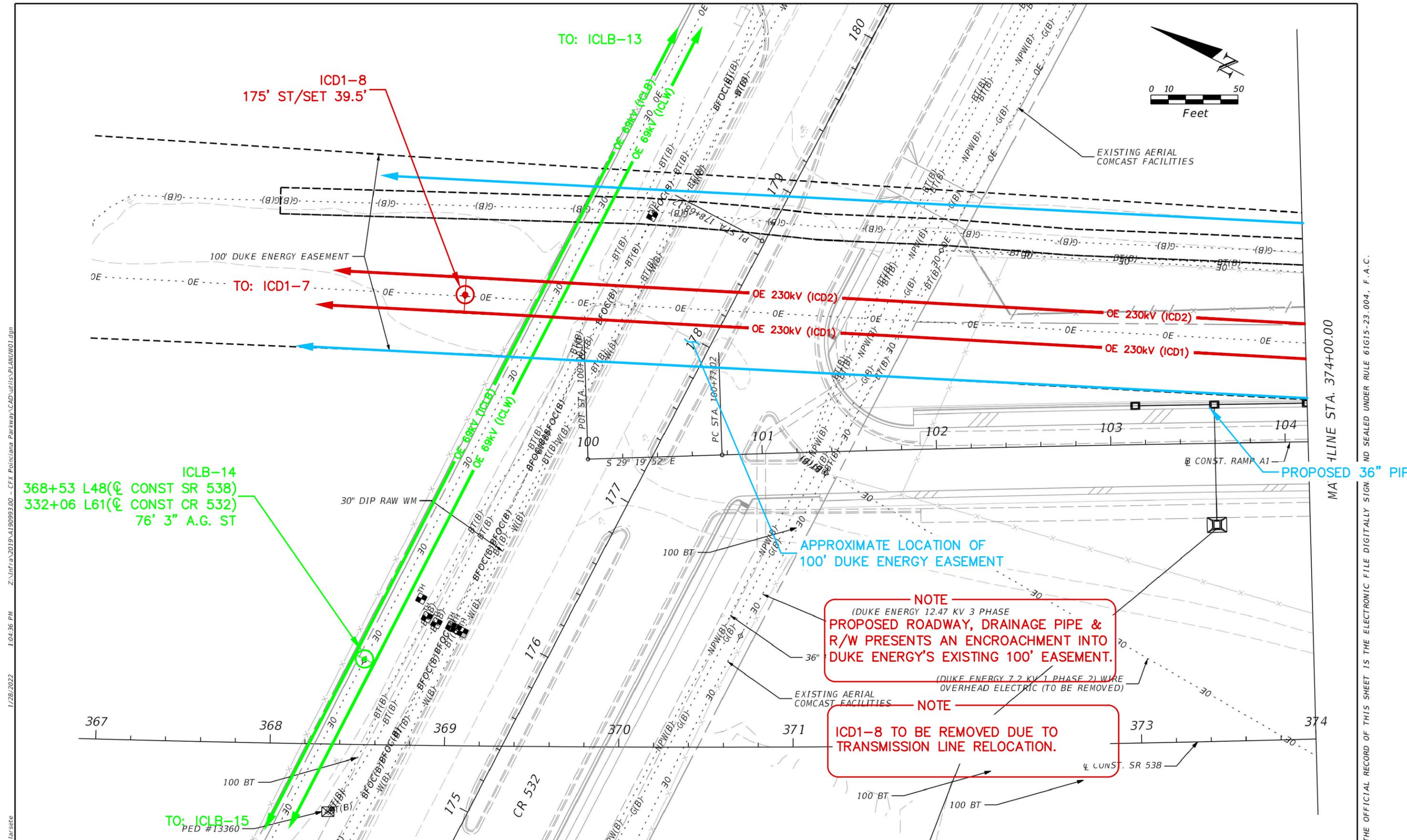
SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

TO: ICB-26	POND DETAILS	SHEET NO.
		211

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REVISIONS		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION

ROBERT B. JAMIESON, P.E.
 P.E. LICENSE NUMBER 63980
 GAI CONSULTANTS, INC.
 618 E. SOUTH STREET - SUITE 700
 ORLANDO, FL 32801

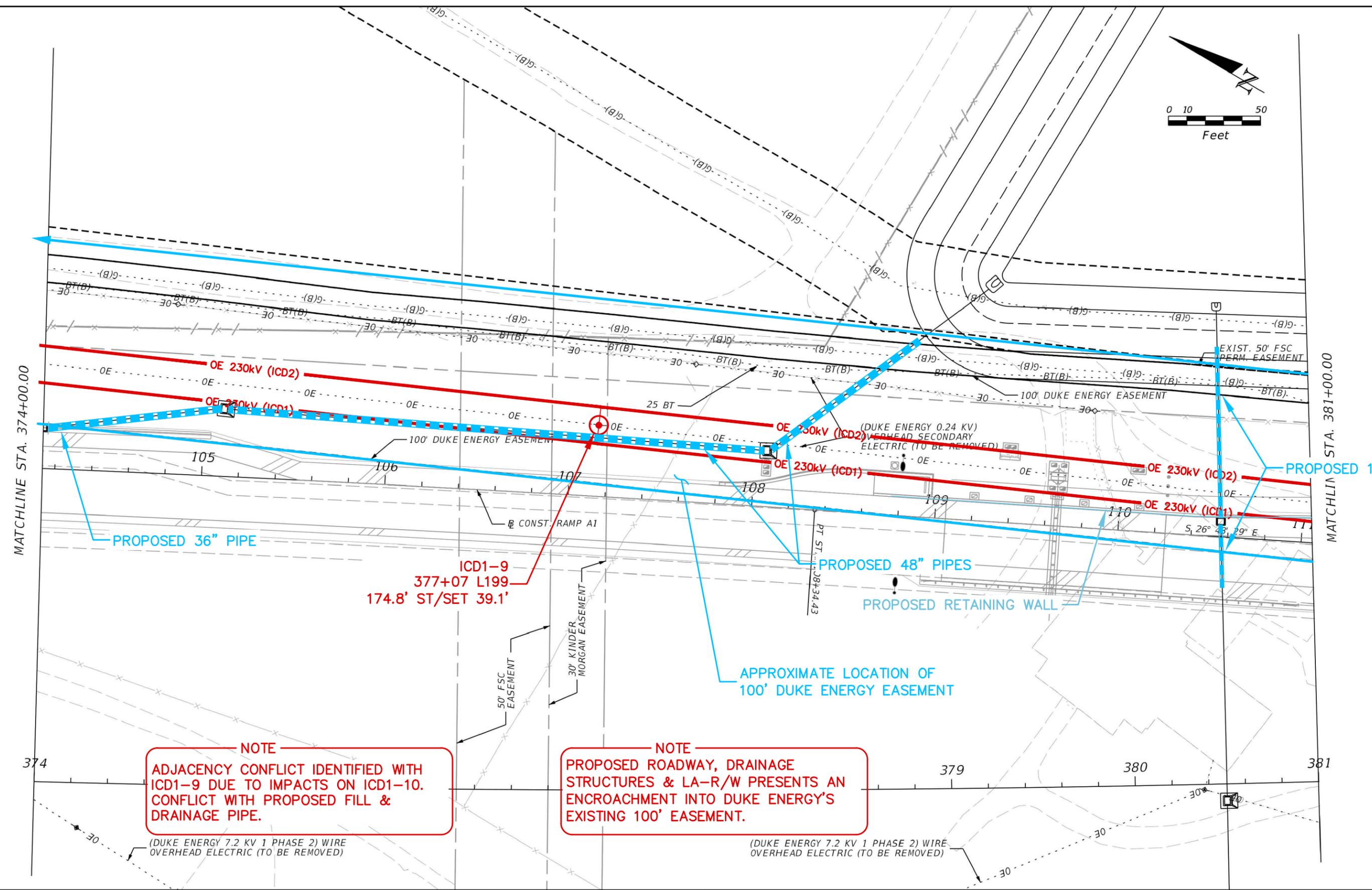
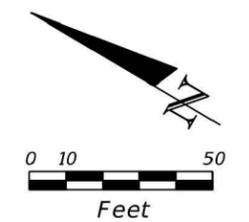
SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235



UTILITY ADJUSTMENT
SHEET (1)

SHEET NO.
 440

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NOTE
 ADJACENCY CONFLICT IDENTIFIED WITH ICD1-9 DUE TO IMPACTS ON ICD1-10. CONFLICT WITH PROPOSED FILL & DRAINAGE PIPE.

NOTE
 PROPOSED ROADWAY, DRAINAGE STRUCTURES & LA-R/W PRESENTS AN ENCROACHMENT INTO DUKE ENERGY'S EXISTING 100' EASEMENT.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ROBERT B. JAMIESON, P.E.
 P.E. LICENSE NUMBER 63980
 GAI CONSULTANTS, INC.
 618 E. SOUTH STREET - SUITE 700
 ORLANDO, FL 32801

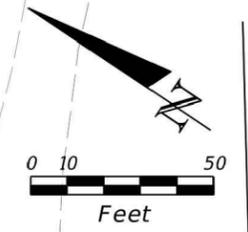
SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO. SR 538	PROJECT NO. 538-235

**CENTRAL
 FLORIDA
 EXPRESSWAY
 AUTHORITY**

**UTILITY ADJUSTMENT
 SHEET (2)**

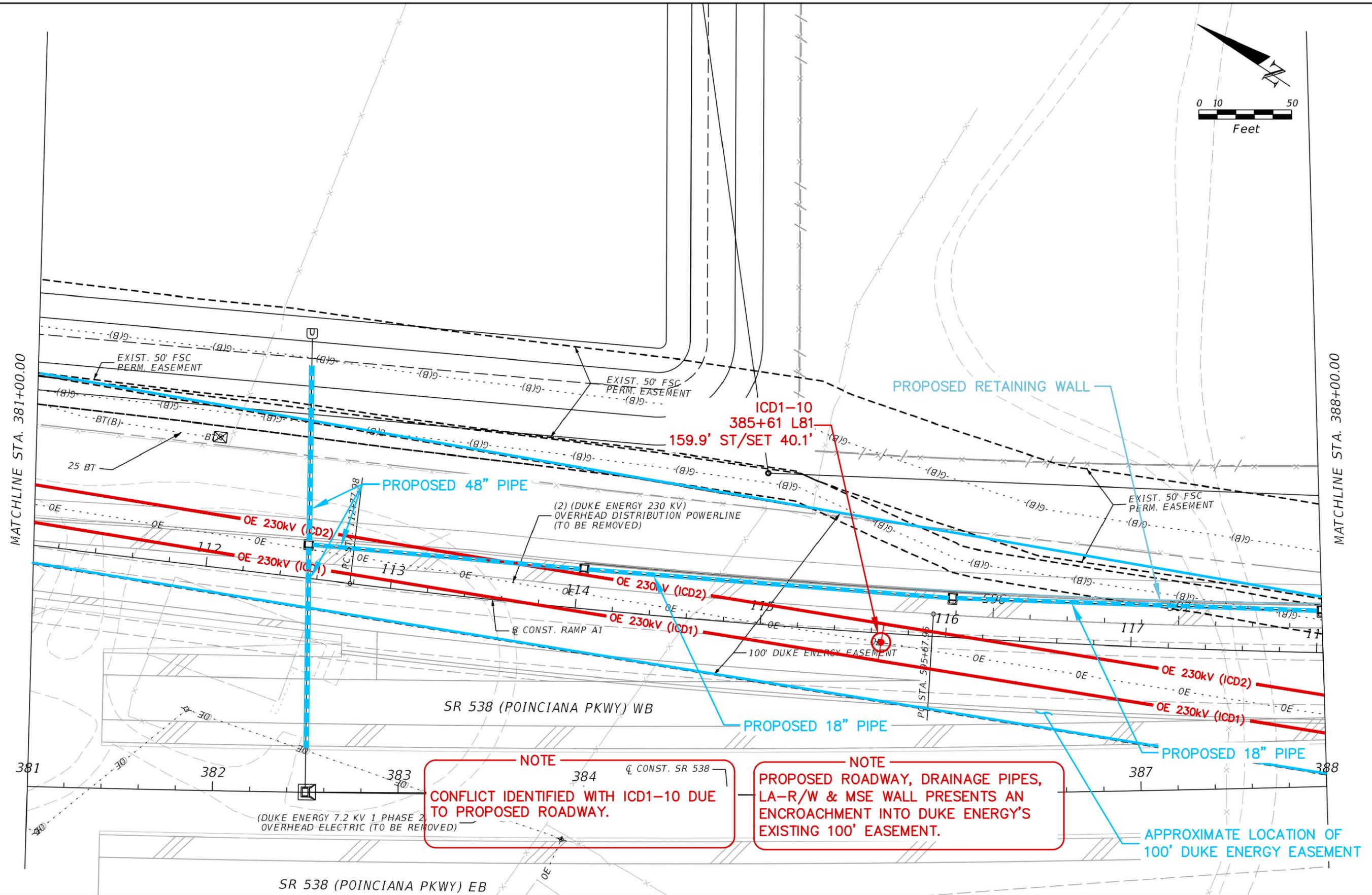
SHEET NO.
 441

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MATCHLINE STA. 381+00.00

MATCHLINE STA. 388+00.00



ICD1-10
385+61 L81
159.9' ST/SET 40.1'

NOTE
 CONFLICT IDENTIFIED WITH ICD1-10 DUE TO PROPOSED ROADWAY.

NOTE
 PROPOSED ROADWAY, DRAINAGE PIPES, LA-R/W & MSE WALL PRESENTS AN ENCROACHMENT INTO DUKE ENERGY'S EXISTING 100' EASEMENT.

APPROXIMATE LOCATION OF 100' DUKE ENERGY EASEMENT

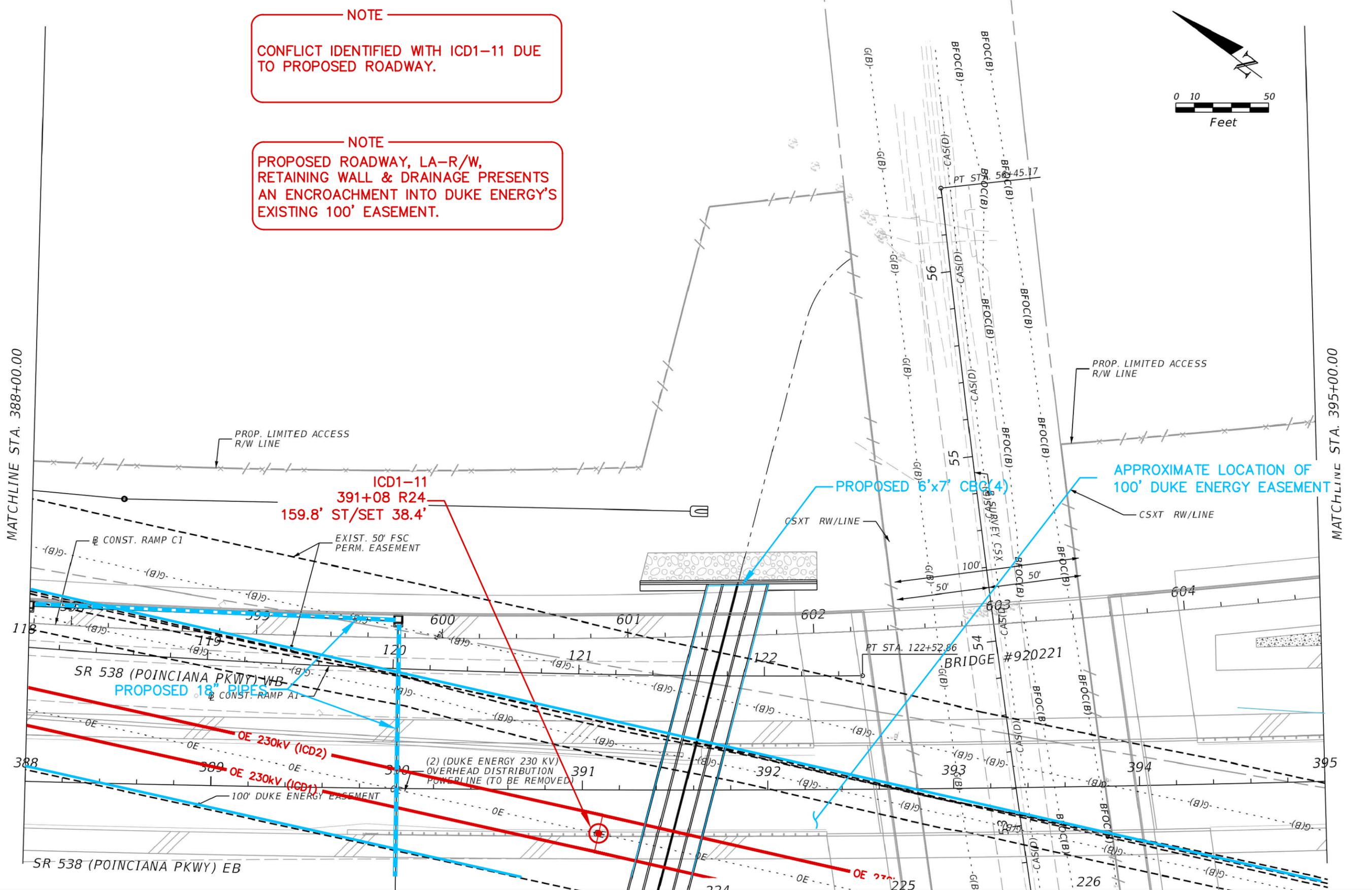
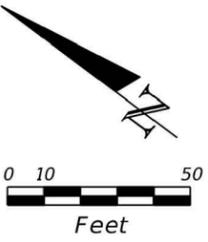
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS				ROBERT B. JAMIESON, P.E. P.E. LICENSE NUMBER 63980 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	SR 538 EXTENSION CR 532 TO US 17/92			UTILITY ADJUSTMENT SHEET (3)	SHEET NO. 442
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	PROJECT NO.			
				SR 538	538-235				

NOTE
 CONFLICT IDENTIFIED WITH ICD1-11 DUE TO PROPOSED ROADWAY.

NOTE
 PROPOSED ROADWAY, LA-R/W, RETAINING WALL & DRAINAGE PRESENTS AN ENCROACHMENT INTO DUKE ENERGY'S EXISTING 100' EASEMENT.



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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS	
DATE	DESCRIPTION

ROBERT B. JAMIESON, P.E.
 P.E. LICENSE NUMBER 63980
 GAI CONSULTANTS, INC.
 618 E. SOUTH STREET - SUITE 700
 ORLANDO, FL 32801

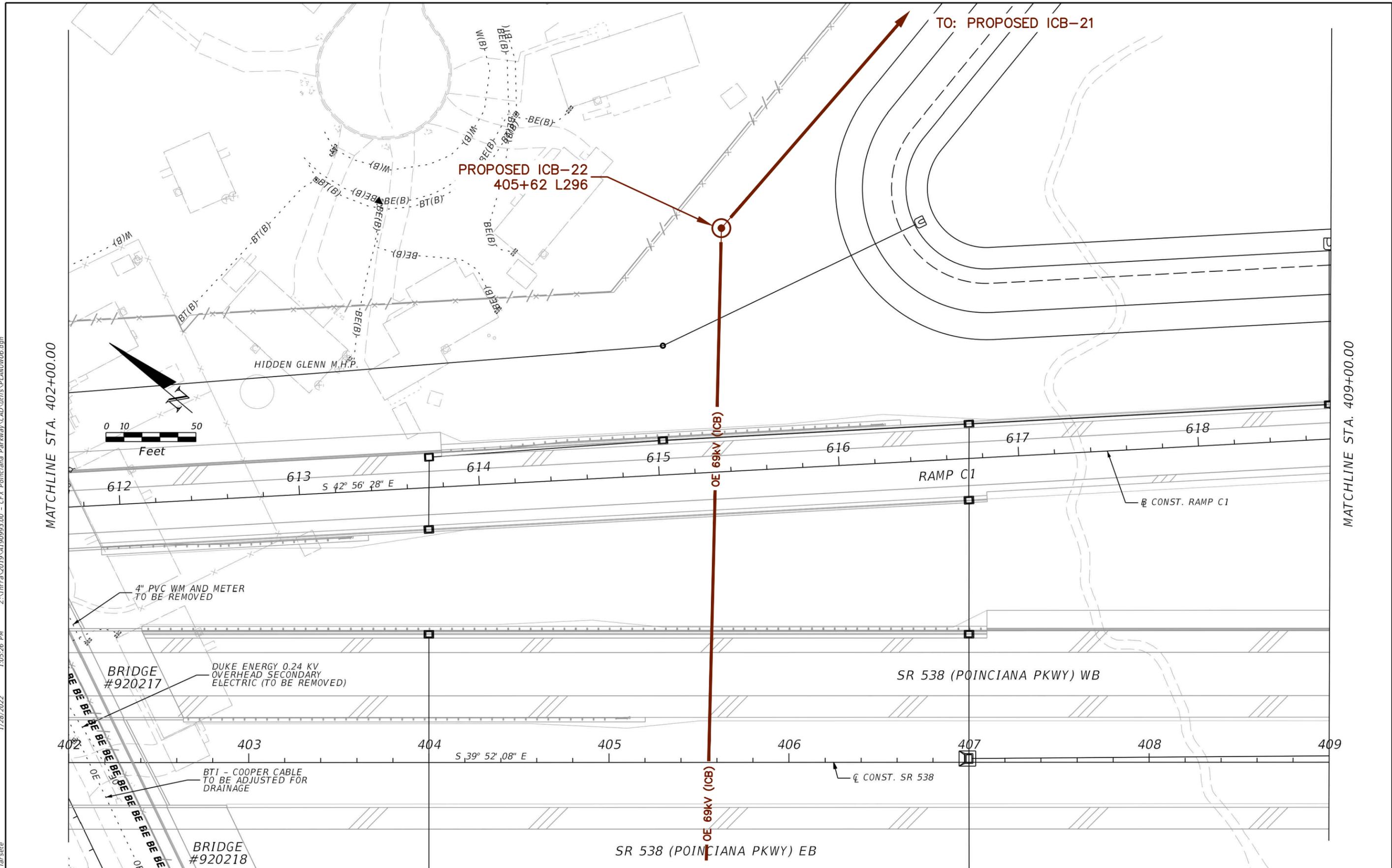
SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235



**UTILITY ADJUSTMENT
 SHEET (4)**

SHEET NO.
443

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ROBERT B. JAMIESON, P.E.
P.E. LICENSE NUMBER 63980
GAI CONSULTANTS, INC.
618 E. SOUTH STREET - SUITE 700
ORLANDO, FL 32801

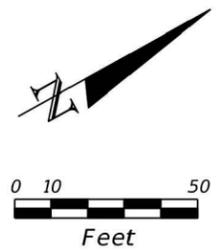
SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235



UTILITY ADJUSTMENT
SHEET (6)

SHEET NO.
445

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



ICB-39
2530+47 L72
115' ST/SET 25'

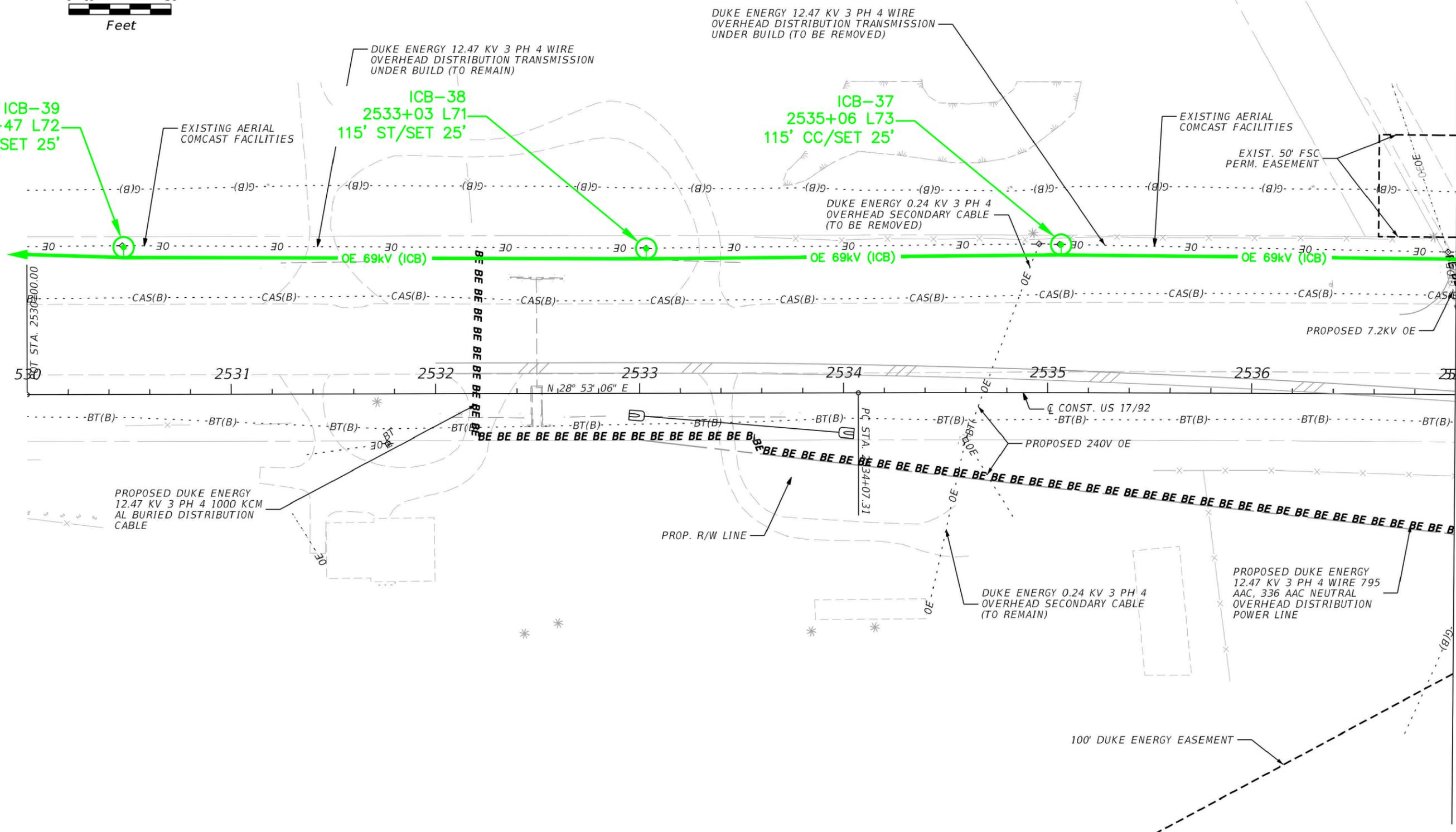
ICB-38
2533+03 L71
115' ST/SET 25'

ICB-37
2535+06 L73
115' CC/SET 25'

TO: ICB-40

MATCHLINE STA. 537+00.00

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ROBERT B. JAMIESON, P.E.
P.E. LICENSE NUMBER 63980
GAI CONSULTANTS, INC.
618 E. SOUTH STREET - SUITE 700
ORLANDO, FL 32801

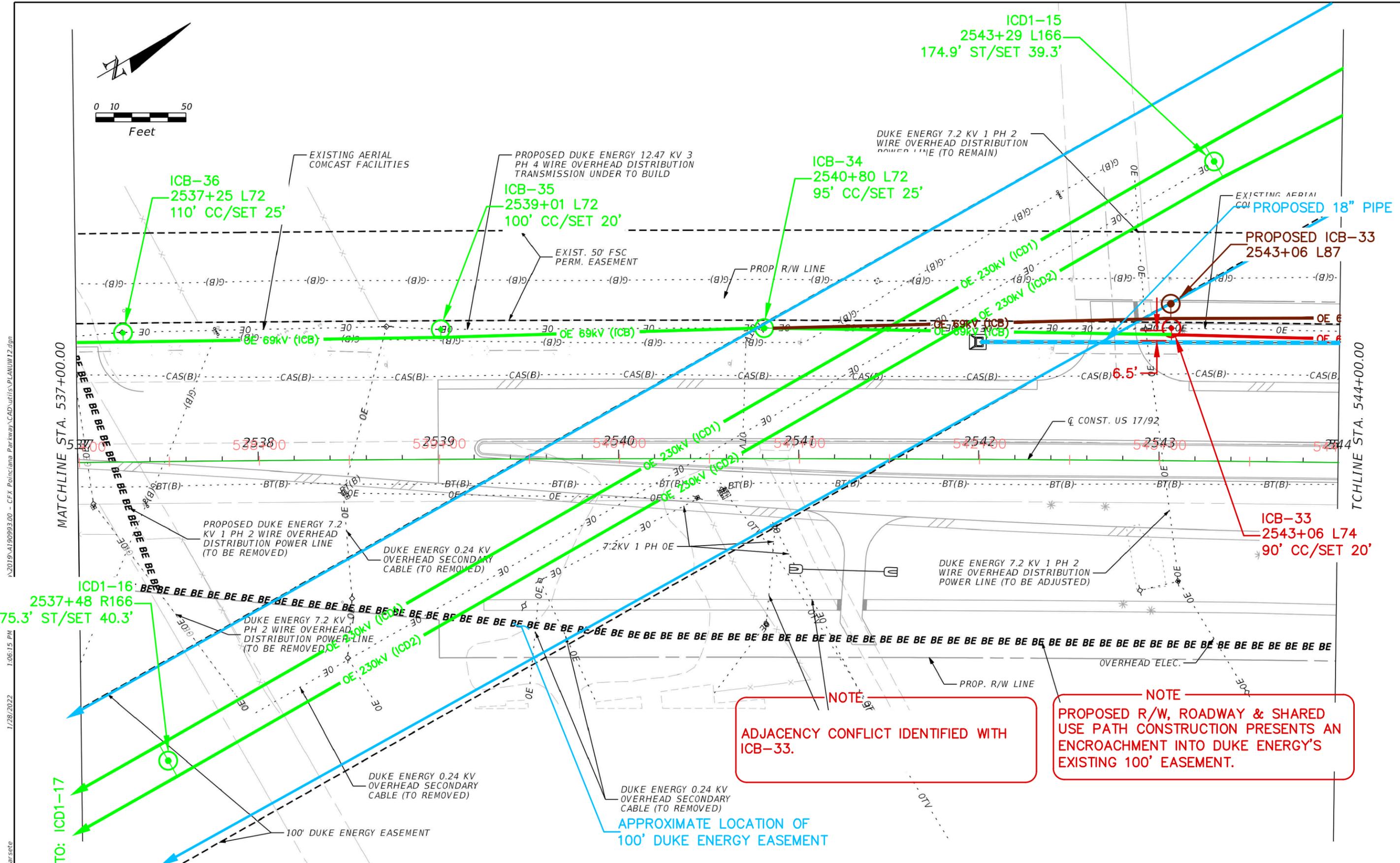
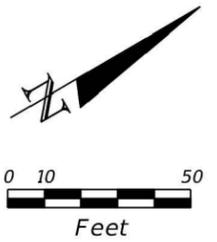
SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235



UTILITY ADJUSTMENT
SHEET (11)

SHEET NO.
449

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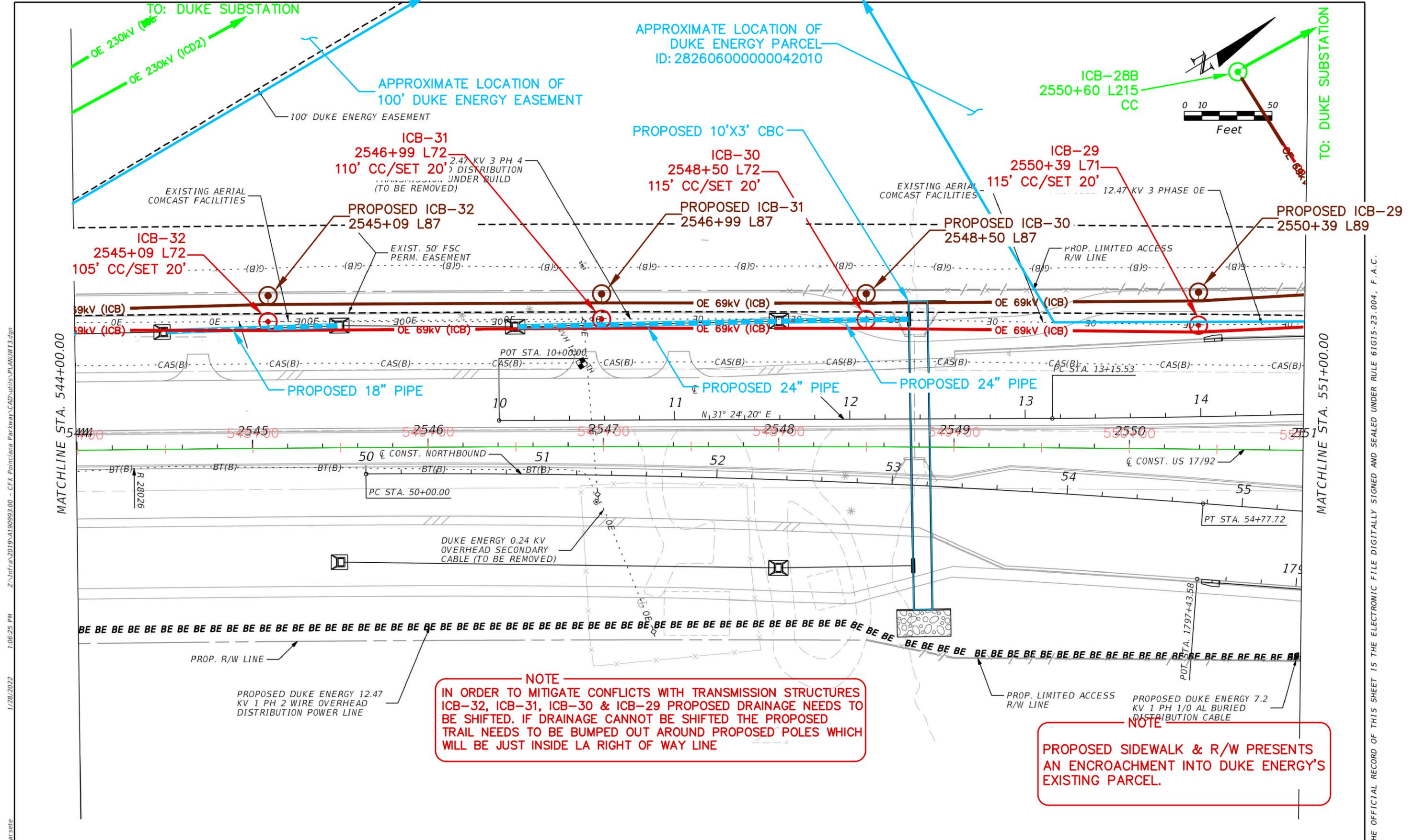
NOTE
 ADJACENCY CONFLICT IDENTIFIED WITH ICB-33.

NOTE
 PROPOSED R/W, ROADWAY & SHARED USE PATH CONSTRUCTION PRESENTS AN ENCROACHMENT INTO DUKE ENERGY'S EXISTING 100' EASEMENT.

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REVISIONS		REVISIONS		ROBERT B. JAMIESON, P.E. P.E. LICENSE NUMBER 63980 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	SR 538 EXTENSION CR 532 TO US 17/92		CENTRAL FLORIDA EXPRESSWAY AUTHORITY	UTILITY ADJUSTMENT SHEET (12)		SHEET NO. 450
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	PROJECT NO.				
					SR 538	538-235				



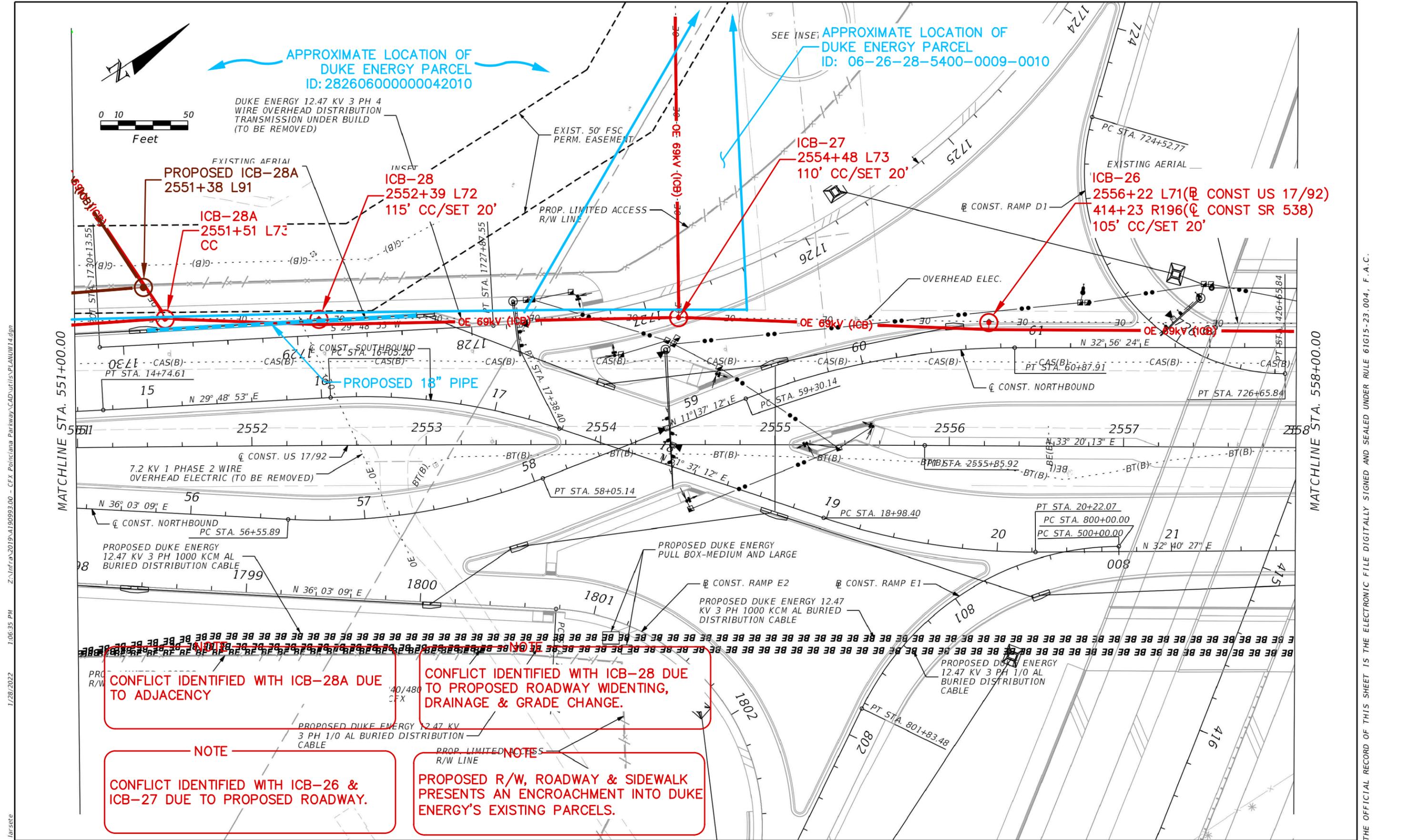
NOTE
 IN ORDER TO MITIGATE CONFLICTS WITH TRANSMISSION STRUCTURES ICB-32, ICB-31, ICB-30 & ICB-29 PROPOSED DRAINAGE NEEDS TO BE SHIFTED. IF DRAINAGE CANNOT BE SHIFTED THE PROPOSED TRAIL NEEDS TO BE BUMPED OUT AROUND PROPOSED POLES WHICH WILL BE JUST INSIDE LA RIGHT OF WAY LINE

NOTE
 PROPOSED SIDEWALK & R/W PRESENTS AN ENCROACHMENT INTO DUKE ENERGY'S EXISTING PARCEL.

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REVISIONS				ROBERT B. JAMIESON, P.E. P.E. LICENSE NUMBER 63980 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	SR 538 EXTENSION CR 532 TO US 17/92			UTILITY ADJUSTMENT SHEET (13)	SHEET NO. 451
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	PROJECT NO.			
					SR 538	538-235			



APPROXIMATE LOCATION OF DUKE ENERGY PARCEL
ID: 28260600000042010

SEE INSET APPROXIMATE LOCATION OF DUKE ENERGY PARCEL
ID: 06-26-28-5400-0009-0010

DUKE ENERGY 12.47 KV 3 PH 4 WIRE OVERHEAD DISTRIBUTION TRANSMISSION UNDER BUILD (TO BE REMOVED)

EXISTING AERIAL PROPOSED ICB-28A 2551+38 L91

ICB-28A 2551+51 L73 CC

ICB-28 2552+39 L72 115' CC/SET 20'

ICB-27 2554+48 L73 110' CC/SET 20'

ICB-26 2556+22 L71 (CONST US 17/92) 414+23 R196 (CONST SR 538) 105' CC/SET 20'

PROPOSED 18" PIPE

CONFLICT IDENTIFIED WITH ICB-28A DUE TO ADJACENCY

CONFLICT IDENTIFIED WITH ICB-28 DUE TO PROPOSED ROADWAY WIDENING, DRAINAGE & GRADE CHANGE.

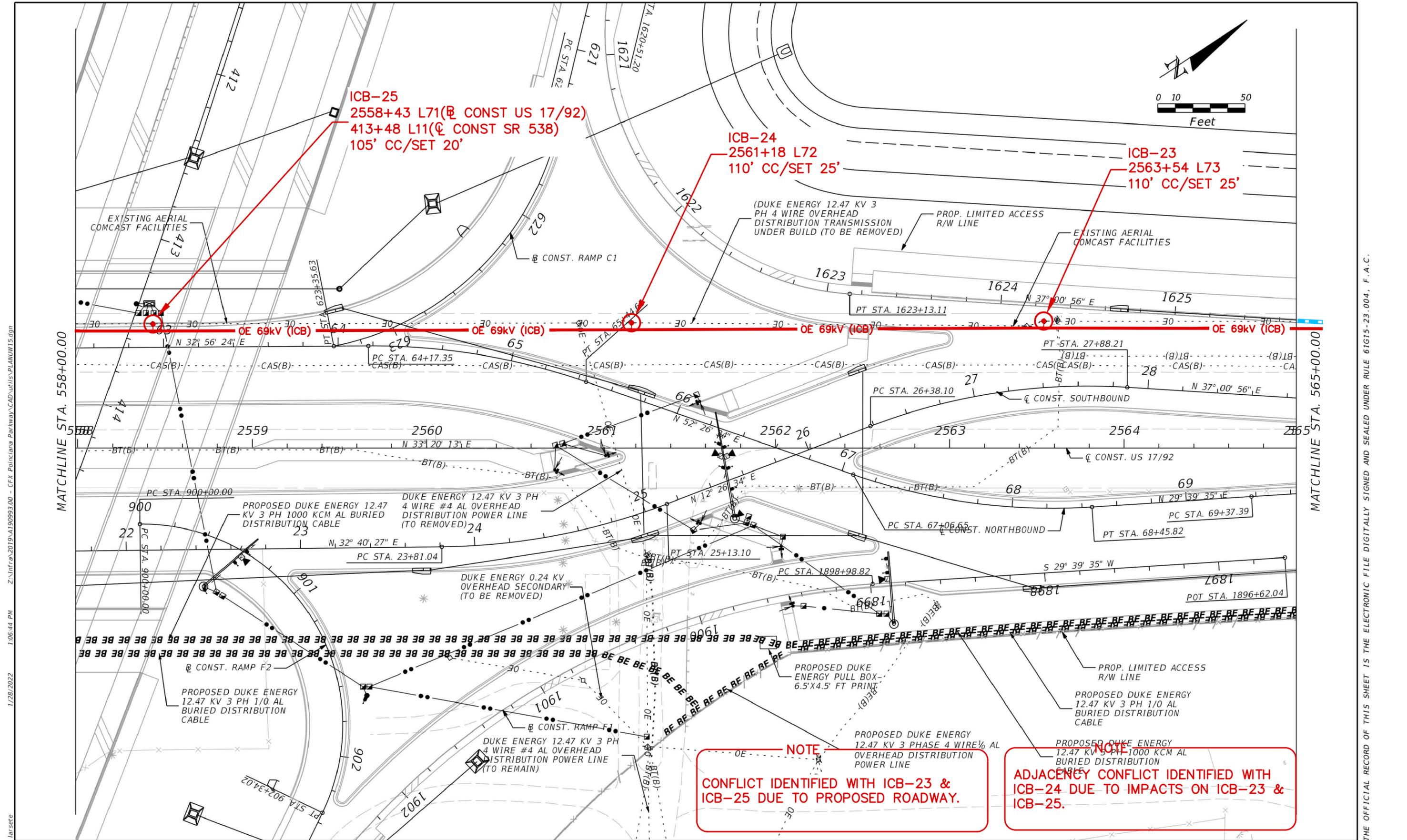
NOTE
CONFLICT IDENTIFIED WITH ICB-26 & ICB-27 DUE TO PROPOSED ROADWAY.

NOTE
PROPOSED R/W, ROADWAY & SIDEWALK PRESENTS AN ENCROACHMENT INTO DUKE ENERGY'S EXISTING PARCELS.

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	PROJECT NO.				
					SR 538	538-235				



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NOTE
 CONFLICT IDENTIFIED WITH ICB-23 & ICB-25 DUE TO PROPOSED ROADWAY.

NOTE
 ADJACENCY CONFLICT IDENTIFIED WITH ICB-24 DUE TO IMPACTS ON ICB-23 & ICB-25.

REVISIONS	
DATE	DESCRIPTION

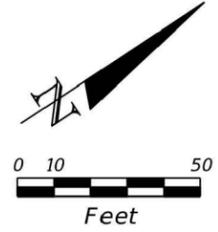
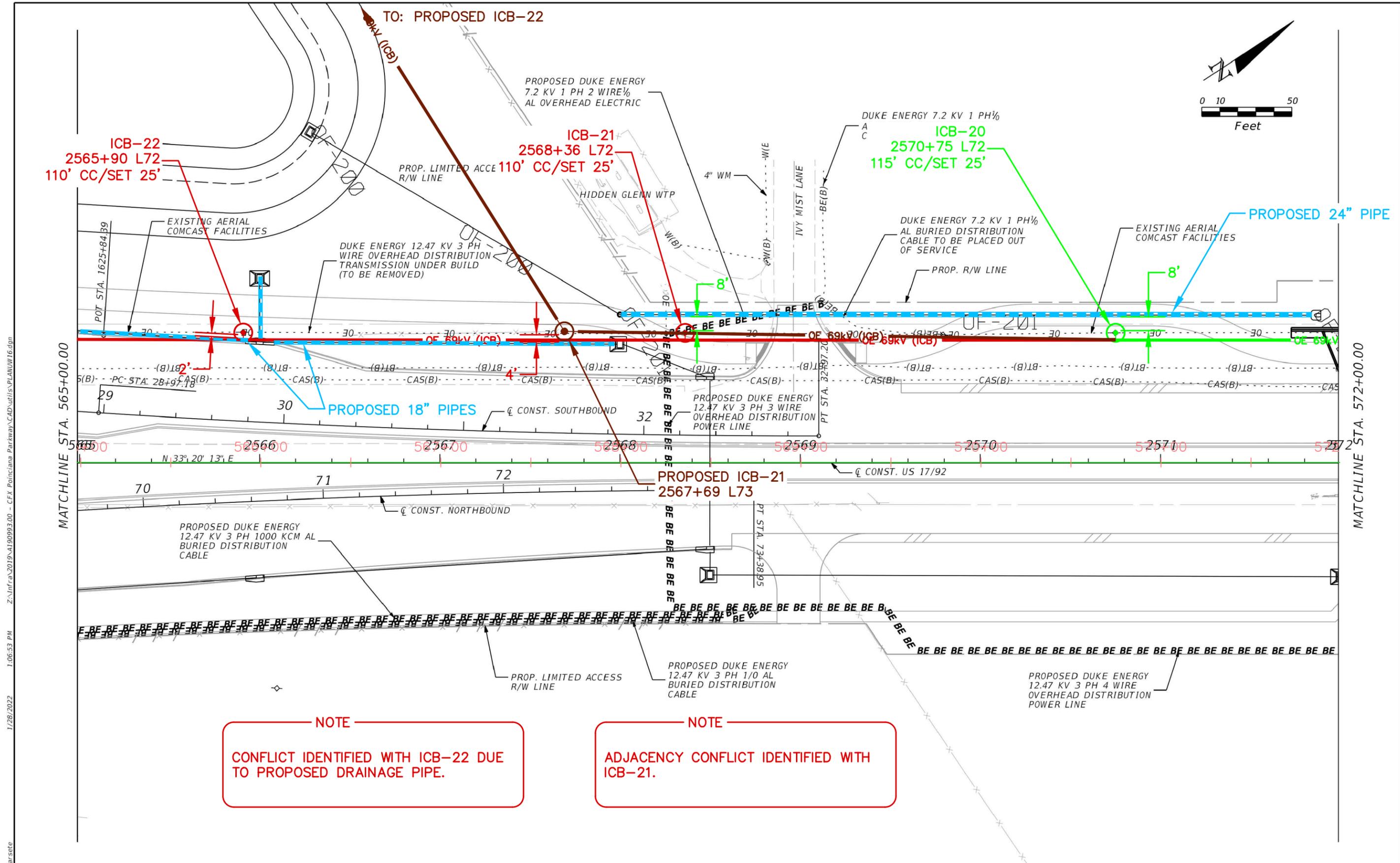
ROBERT B. JAMIESON, P.E.
 P.E. LICENSE NUMBER 63980
 GAI CONSULTANTS, INC.
 618 E. SOUTH STREET - SUITE 700
 ORLANDO, FL 32801

SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235



UTILITY ADJUSTMENT
SHEET (15)

SHEET NO.	453
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NOTE
 CONFLICT IDENTIFIED WITH ICB-22 DUE TO PROPOSED DRAINAGE PIPE.

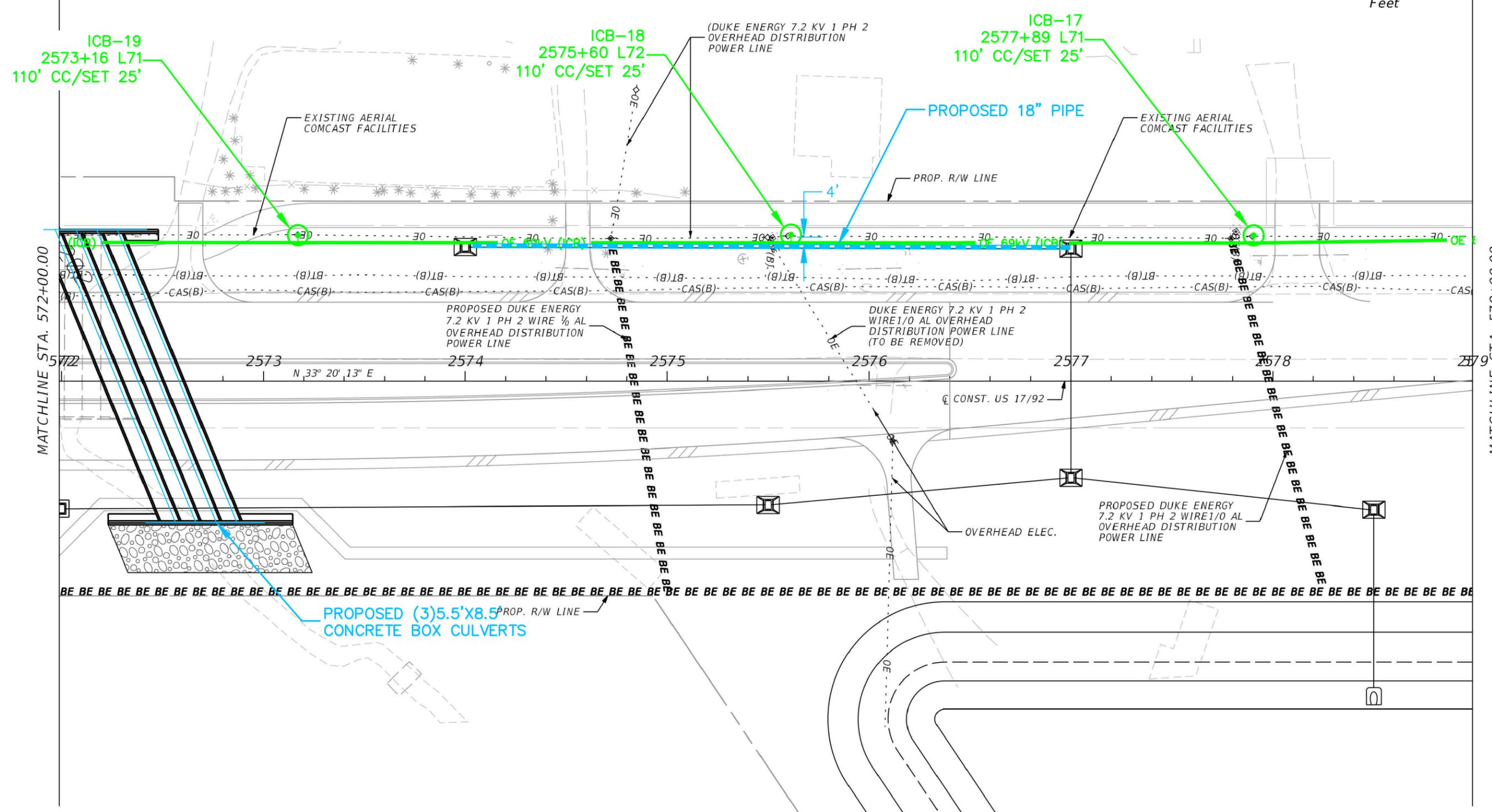
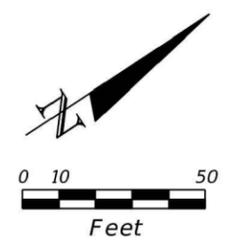
NOTE
 ADJACENCY CONFLICT IDENTIFIED WITH ICB-21.

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REVISIONS				ROBERT B. JAMIESON, P.E. P.E. LICENSE NUMBER 63980 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	SR 538 EXTENSION CR 532 TO US 17/92			UTILITY ADJUSTMENT SHEET (16)	SHEET NO. 454
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	PROJECT NO.			
				SR 538	538-235				

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MATCHLINE STA. 579+00.00

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ROBERT B. JAMIESON, P.E.
 P.E. LICENSE NUMBER 63980
 GAI CONSULTANTS, INC.
 618 E. SOUTH STREET - SUITE 700
 ORLANDO, FL 32801

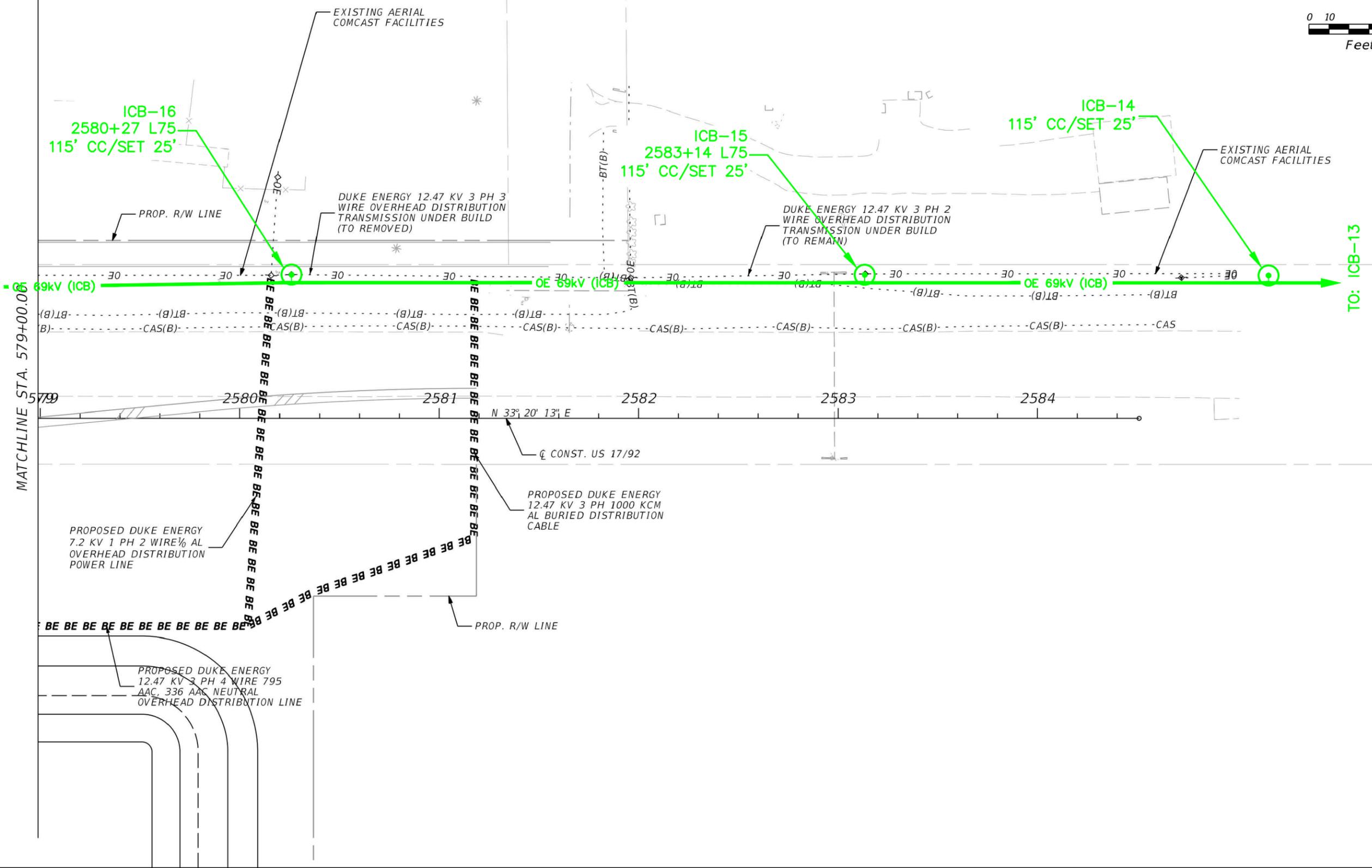
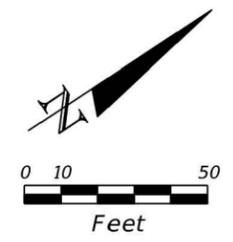
SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235



UTILITY ADJUSTMENT
SHEET (17)

SHEET NO.
 455

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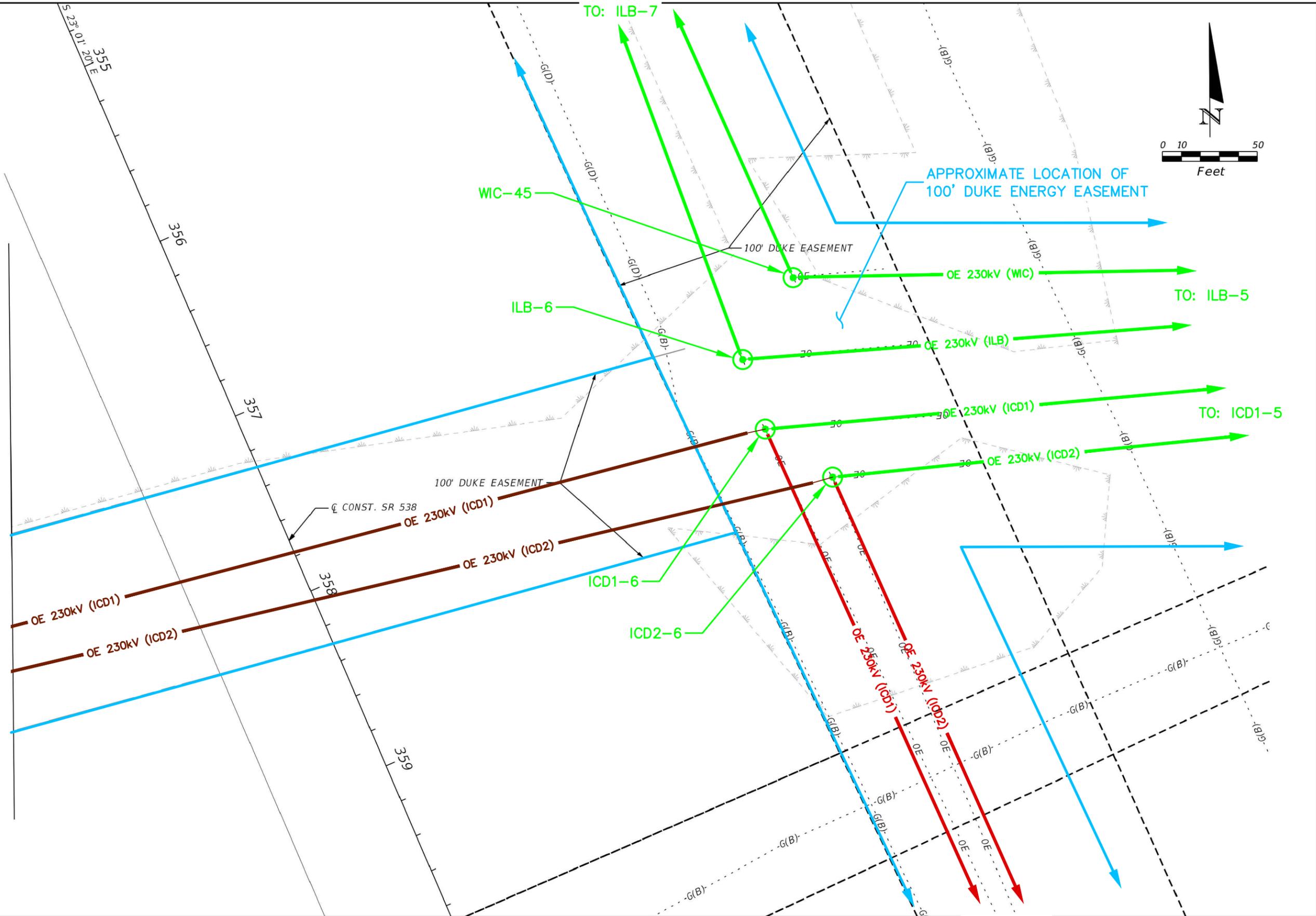
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REVISIONS				ROBERT B. JAMIESON, P.E. P.E. LICENSE NUMBER 63980 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	SR 538 EXTENSION CR 532 TO US 17/92		UTILITY ADJUSTMENT SHEET (18)	SHEET NO. 456
DATE	DESCRIPTION	DATE	DESCRIPTION					
					SR 538	538-235		

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MATCHLINE SEE SHEET 20



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ROBERT B. JAMIESON, P.E.
 P.E. LICENSE NUMBER 63980
 GAI CONSULTANTS, INC.
 618 E. SOUTH STREET - SUITE 700
 ORLANDO, FL 32801

SR 538 EXTENSION
 CR 532 TO US 17/92

ROAD NO.	PROJECT NO.
SR 538	538-235



TO: ICD1-7
UTILITY ADJUSTMENT
SHEET (19)

SHEET NO.
 457

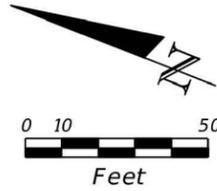
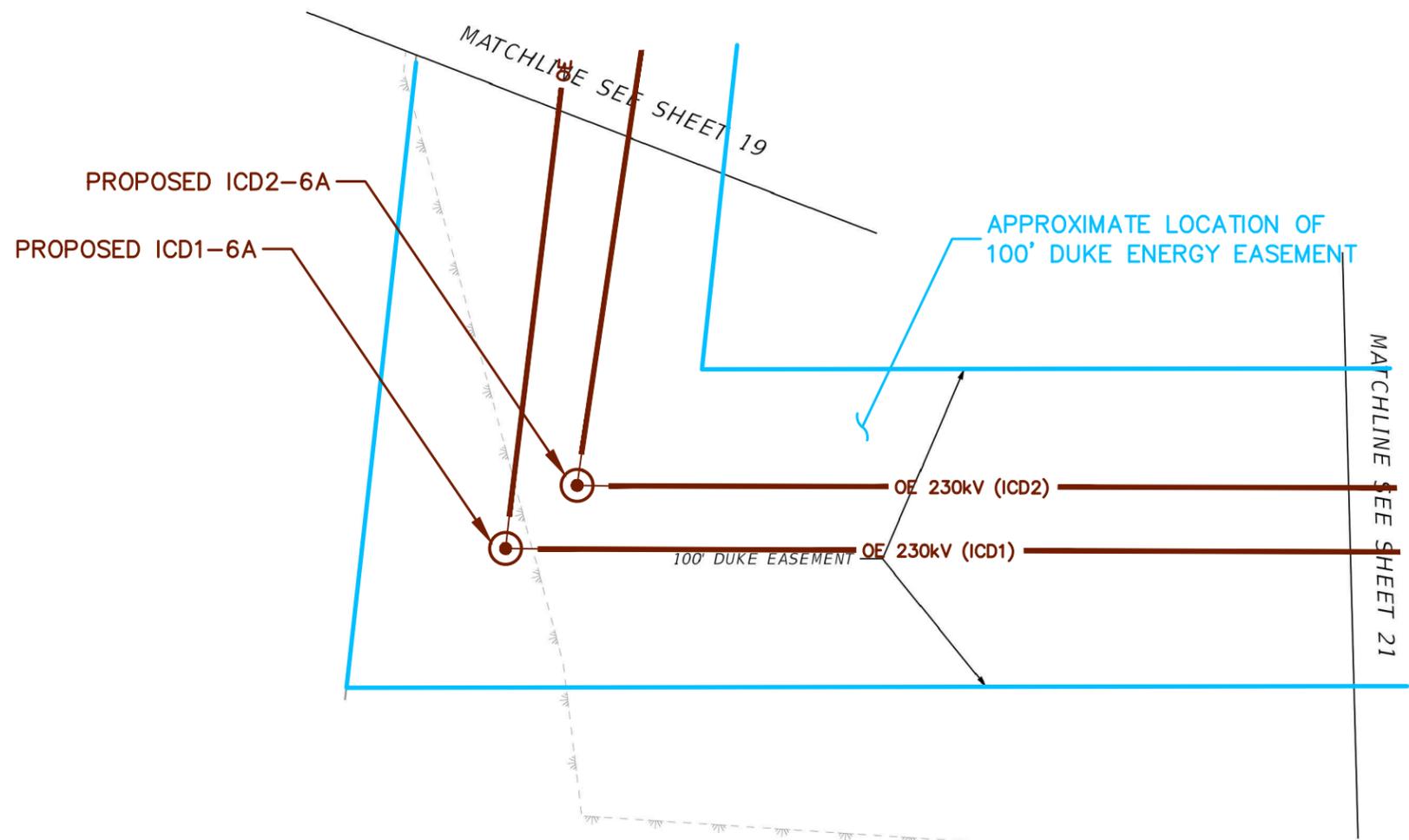
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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ROBERT B. JAMIESON, P.E
P.E. LICENSE NUMBER 63980
GAI CONSULTANTS, INC.
618 E. SOUTH STREET - SUITE 700
ORLANDO, FL 32801

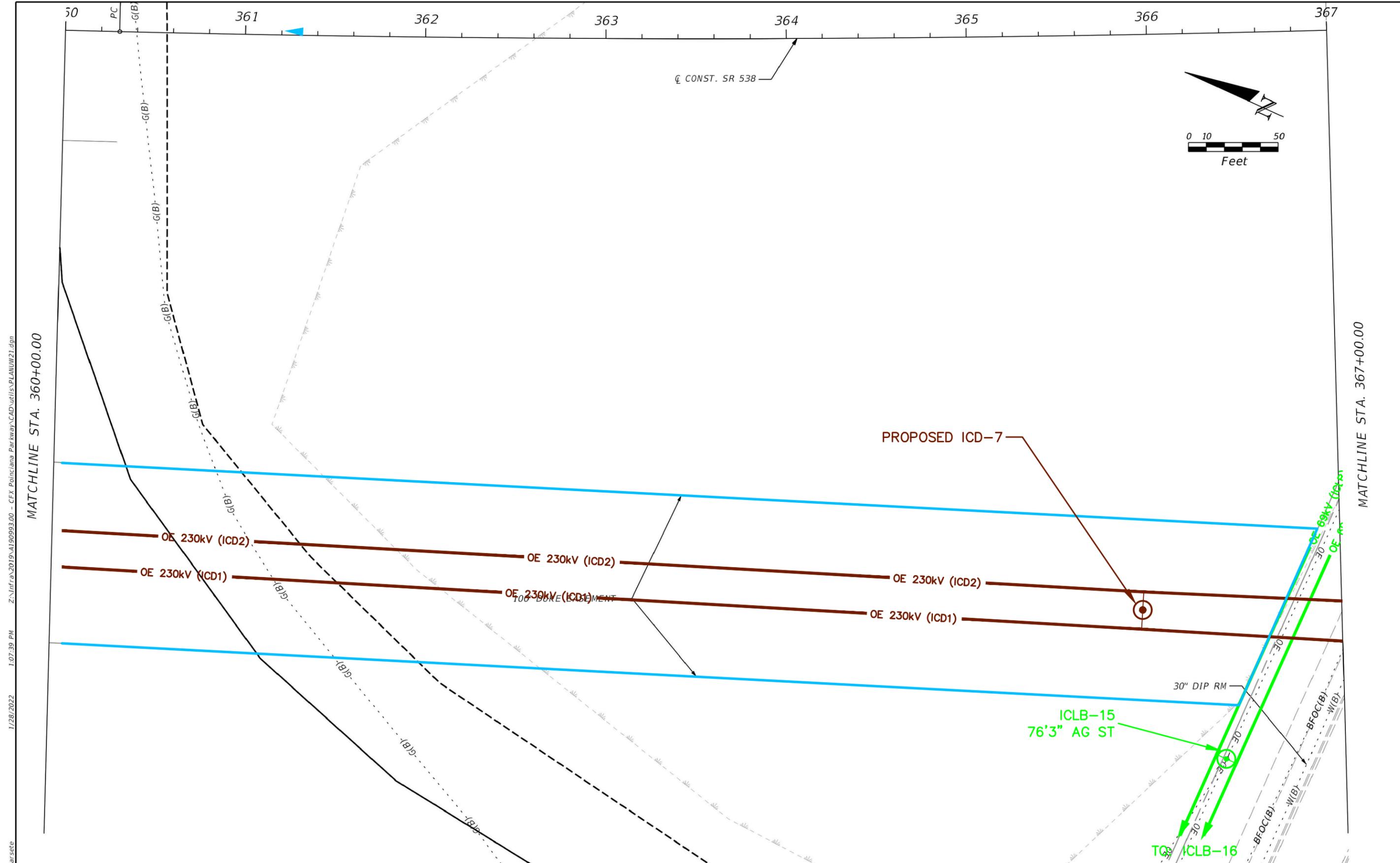
SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235



UTILITY ADJUSTMENT
SHEET (20)

SHEET NO.
458

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

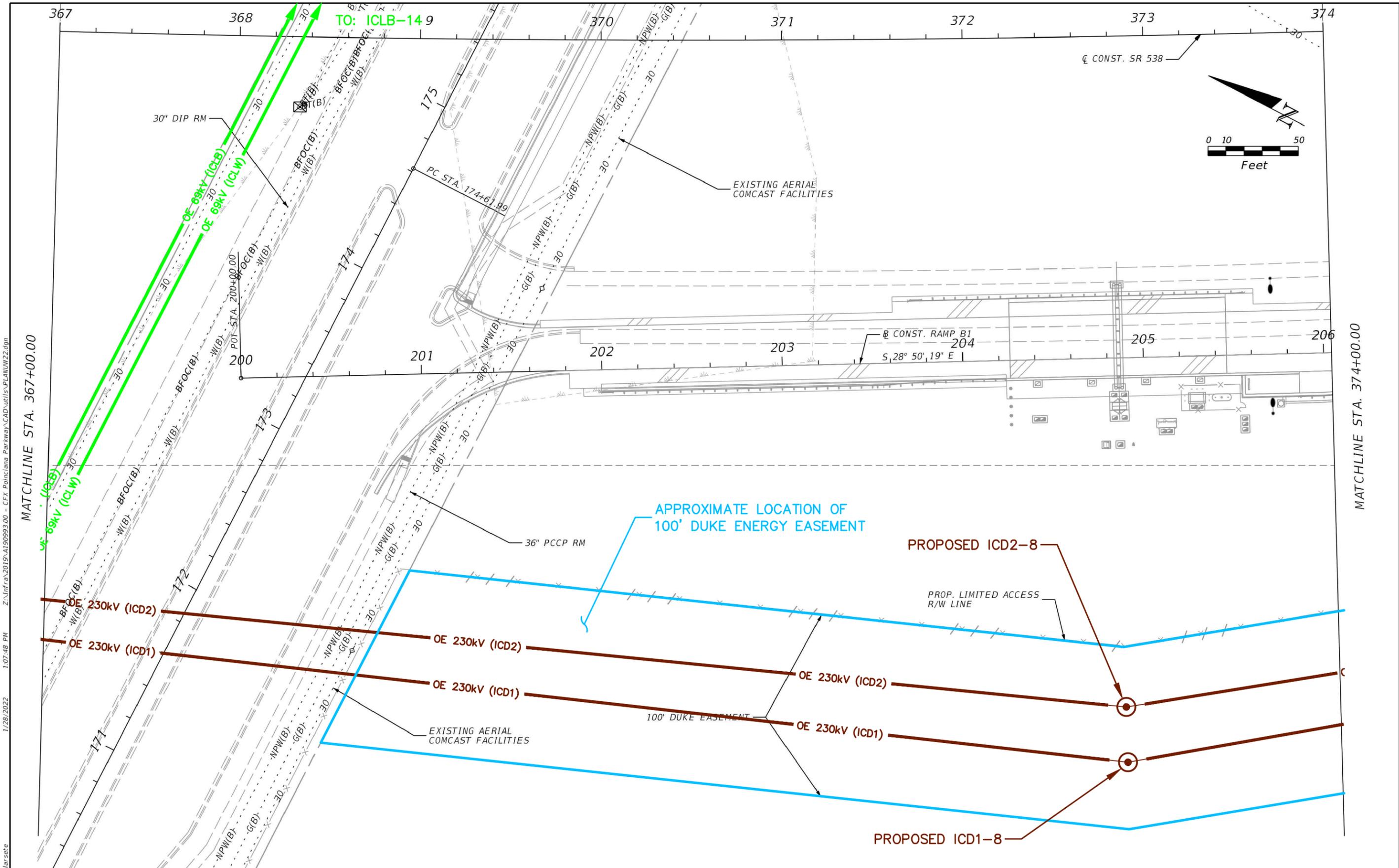
ROBERT B. JAMIESON, P.E.
 P.E. LICENSE NUMBER 63980
 GAI CONSULTANTS, INC.
 618 E. SOUTH STREET - SUITE 700
 ORLANDO, FL 32801

SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235



UTILITY ADJUSTMENT
SHEET (21)

SHEET NO.
 459



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

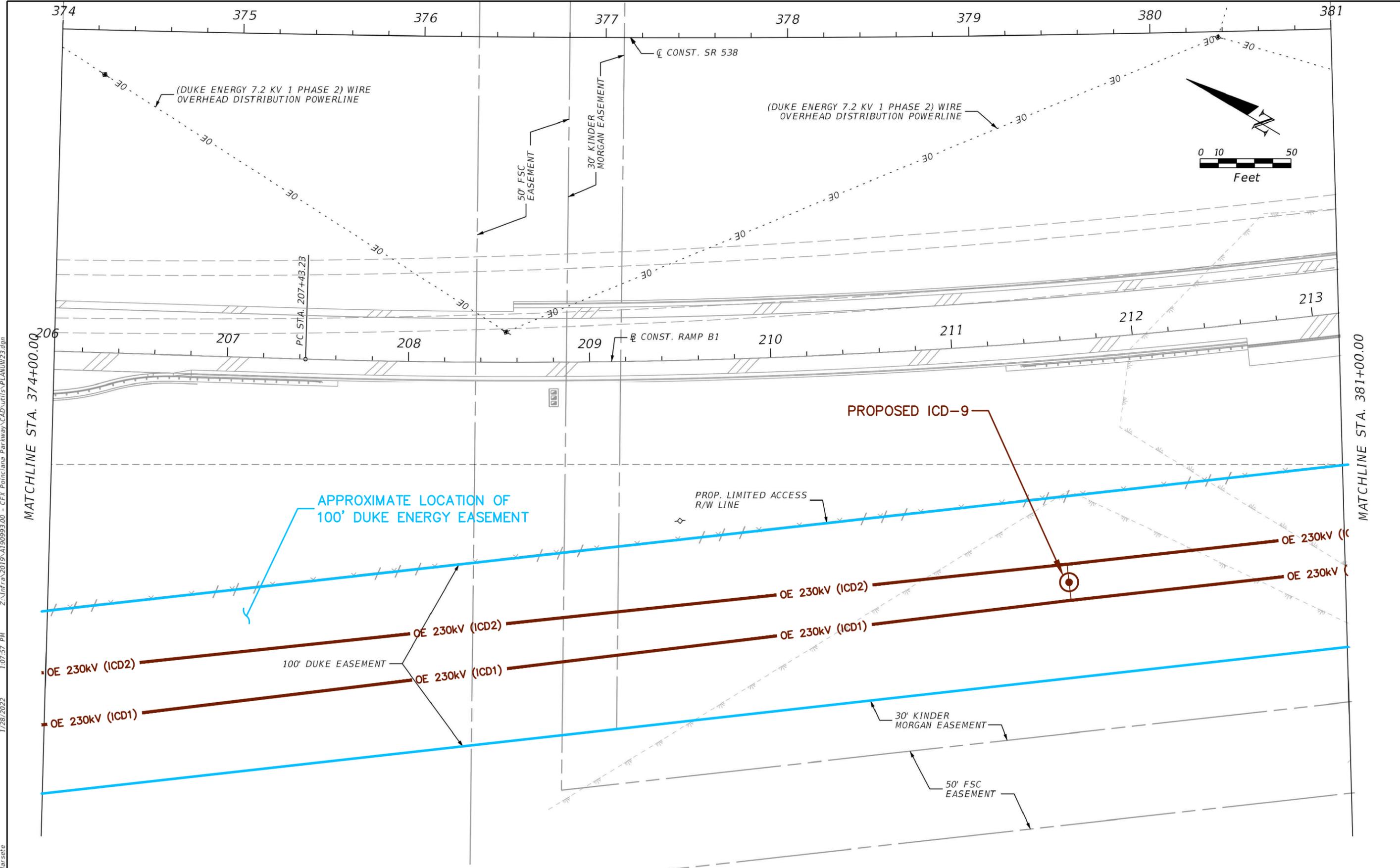
ROBERT B. JAMIESON, P.E.
 P.E. LICENSE NUMBER 63980
 GAI CONSULTANTS, INC.
 618 E. SOUTH STREET - SUITE 700
 ORLANDO, FL 32801

SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235



UTILITY ADJUSTMENT
SHEET (22)

SHEET NO.
 460



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ROBERT B. JAMIESON, P.E.
P.E. LICENSE NUMBER 63980
GAI CONSULTANTS, INC.
618 E. SOUTH STREET - SUITE 700
ORLANDO, FL 32801

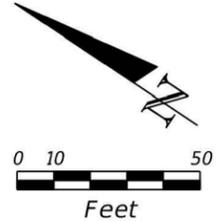
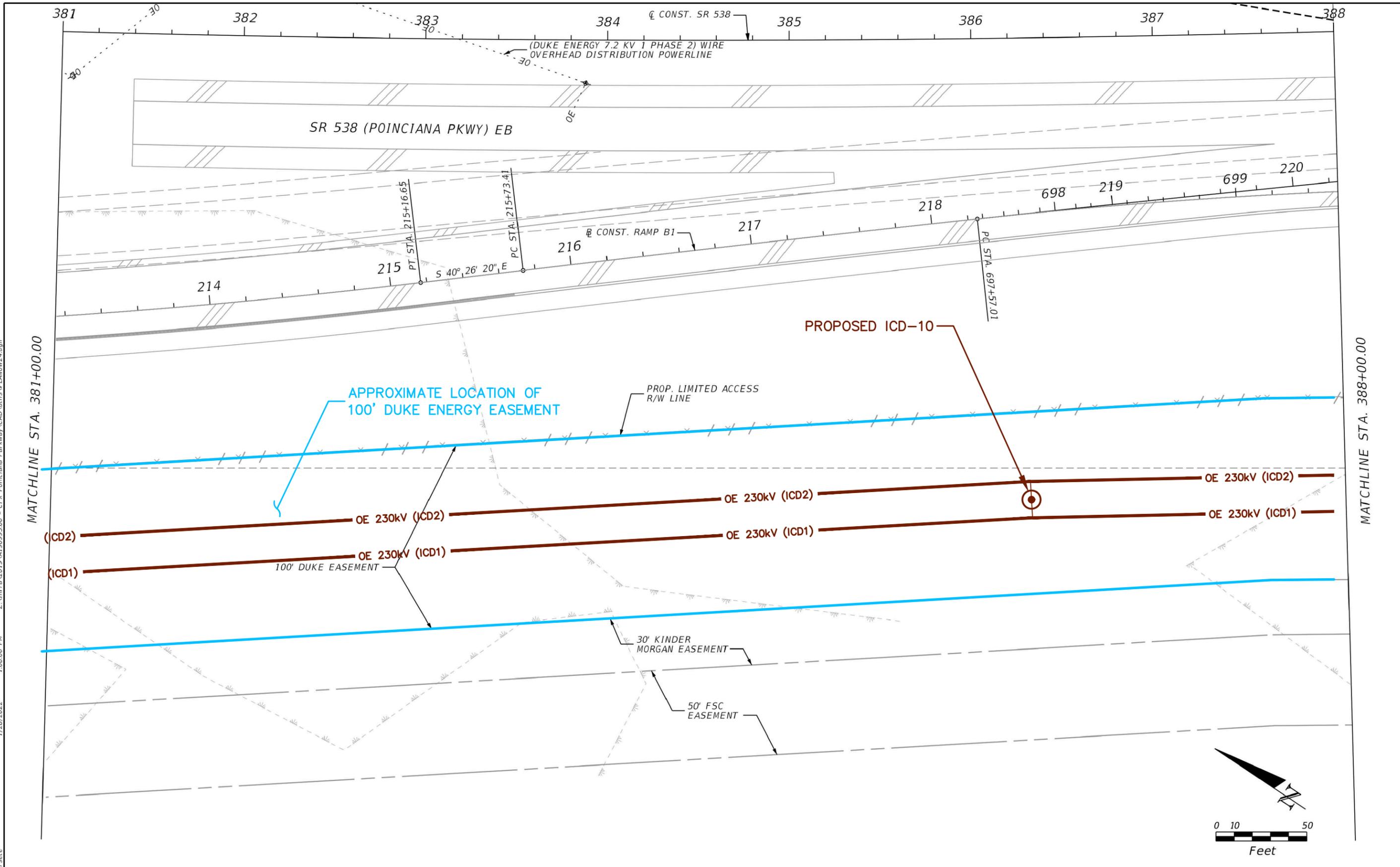
SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235



UTILITY ADJUSTMENT
SHEET (23)

SHEET NO.
461

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ROBERT B. JAMIESON, P.E.
P.E. LICENSE NUMBER 63980
GAI CONSULTANTS, INC.
618 E. SOUTH STREET - SUITE 700
ORLANDO, FL 32801

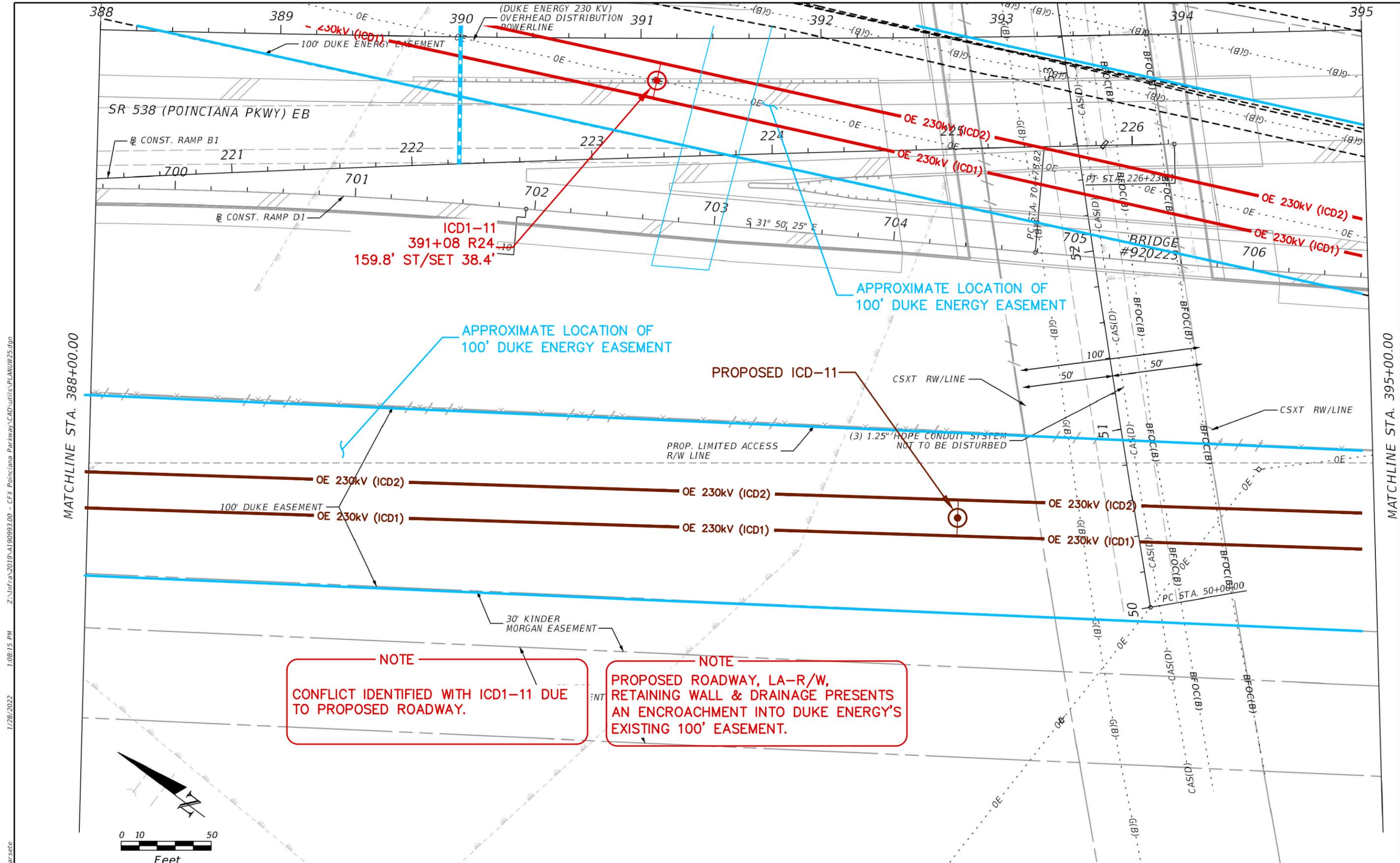
SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235



UTILITY ADJUSTMENT SHEET (24)

SHEET NO.
462

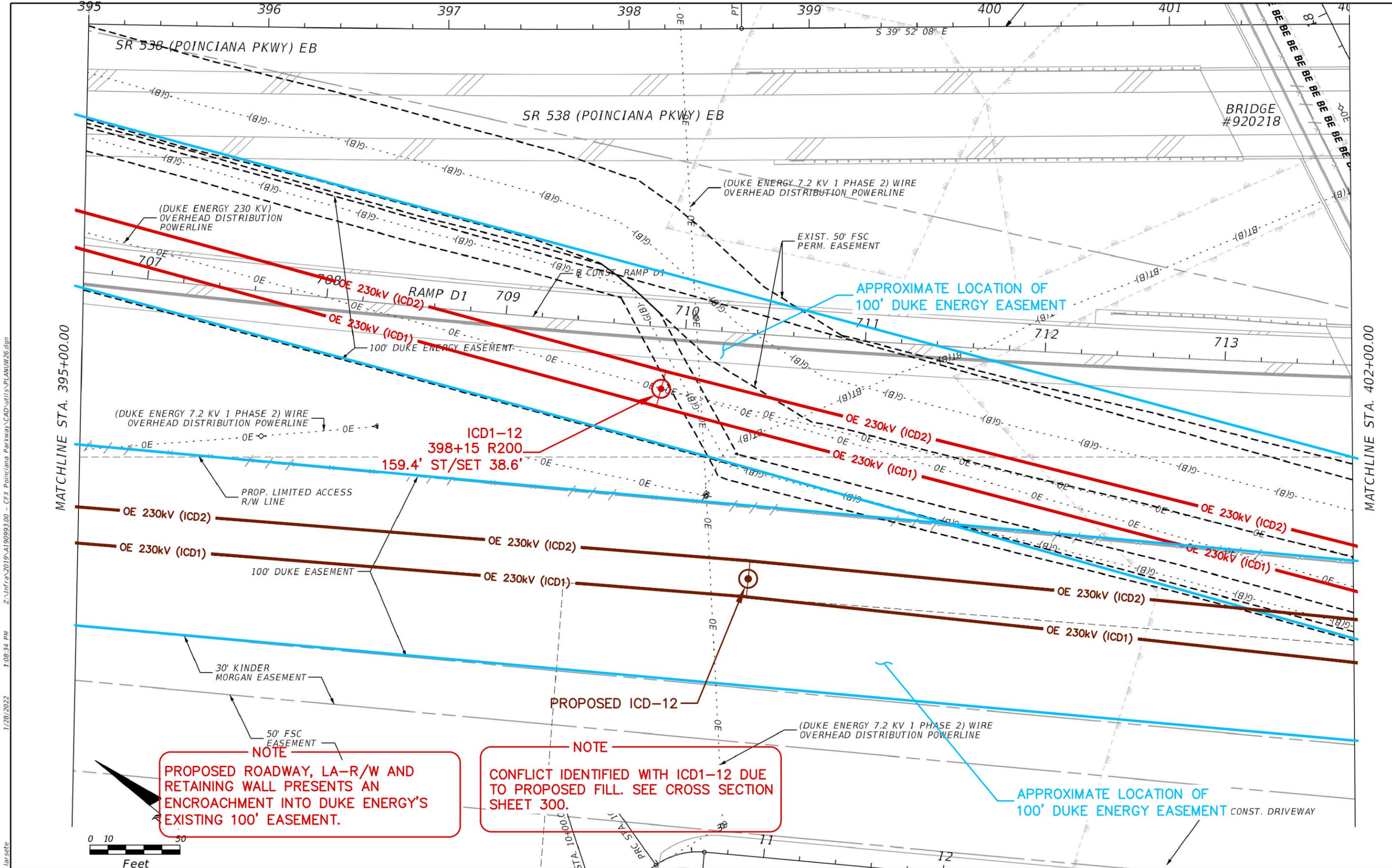
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REVISIONS		REVISIONS		ROBERT B. JAMIESON, P.E. P.E. LICENSE NUMBER 63980 GAI CONSULTANTS, INC. 618 E. SOUTH STREET - SUITE 700 ORLANDO, FL 32801	SR 538 EXTENSION CR 532 TO US 17/92		CENTRAL FLORIDA EXPRESSWAY AUTHORITY	UTILITY ADJUSTMENT SHEET (25)		SHEET NO. 463
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	PROJECT NO.				
					SR 538	538-235				



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NOTE
 PROPOSED ROADWAY, LA-R/W AND
 RETAINING WALL PRESENTS AN
 ENCROACHMENT INTO DUKE ENERGY'S
 EXISTING 100' EASEMENT.

NOTE
 CONFLICT IDENTIFIED WITH ICD1-12 DUE
 TO PROPOSED FILL. SEE CROSS SECTION
 SHEET 300.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ROBERT B. JAMIESON, P.E.
 P.E. LICENSE NUMBER 63980
 GAI CONSULTANTS, INC.
 618 E. SOUTH STREET - SUITE 700
 ORLANDO, FL 32801

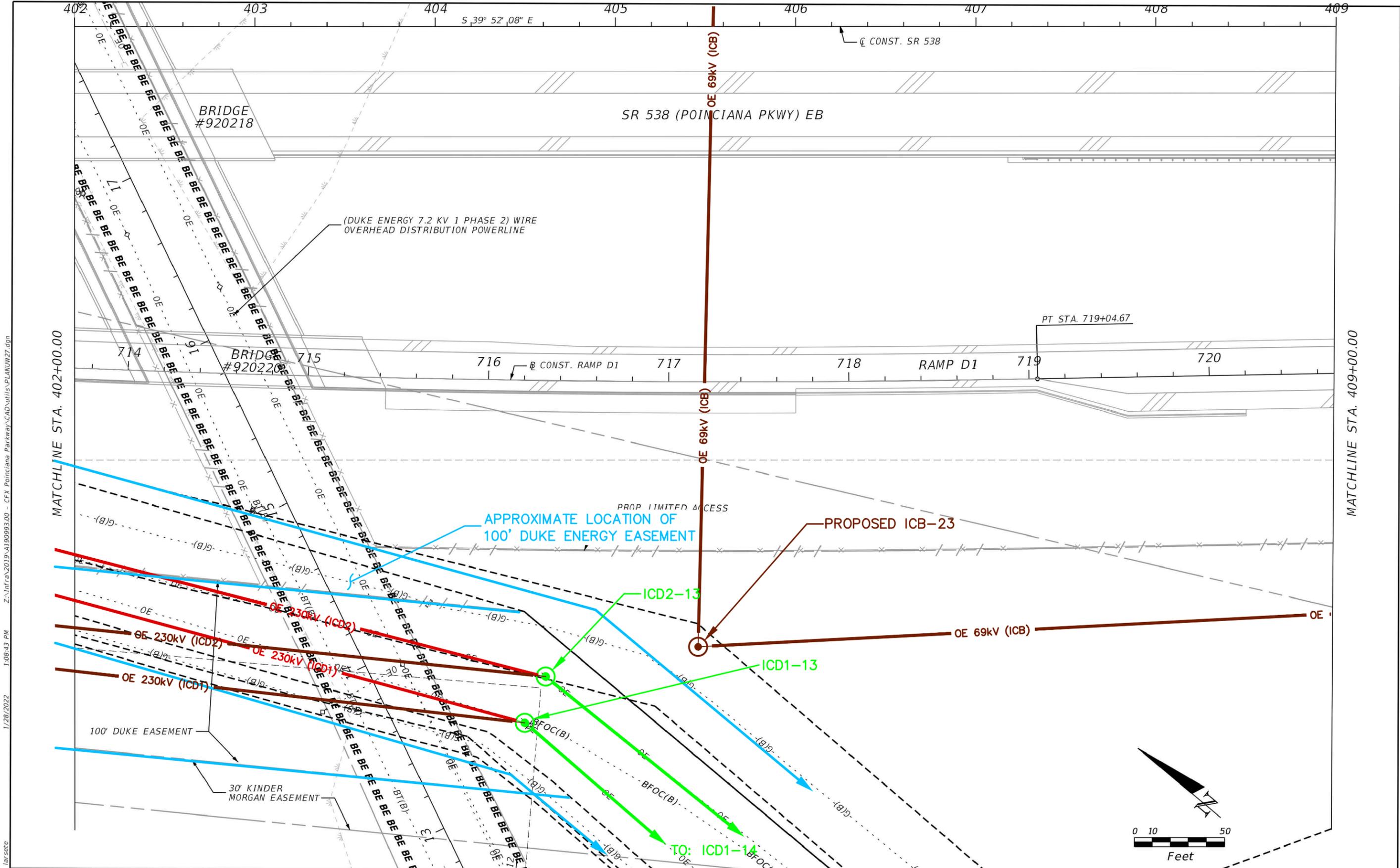
SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO. SR 538	PROJECT NO. 538-235



UTILITY ADJUSTMENT
SHEET (26)

SHEET
 NO.
 464

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ROBERT B. JAMIESON, P.E.
 P.E. LICENSE NUMBER 63980
 GAI CONSULTANTS, INC.
 618 E. SOUTH STREET - SUITE 700
 ORLANDO, FL 32801

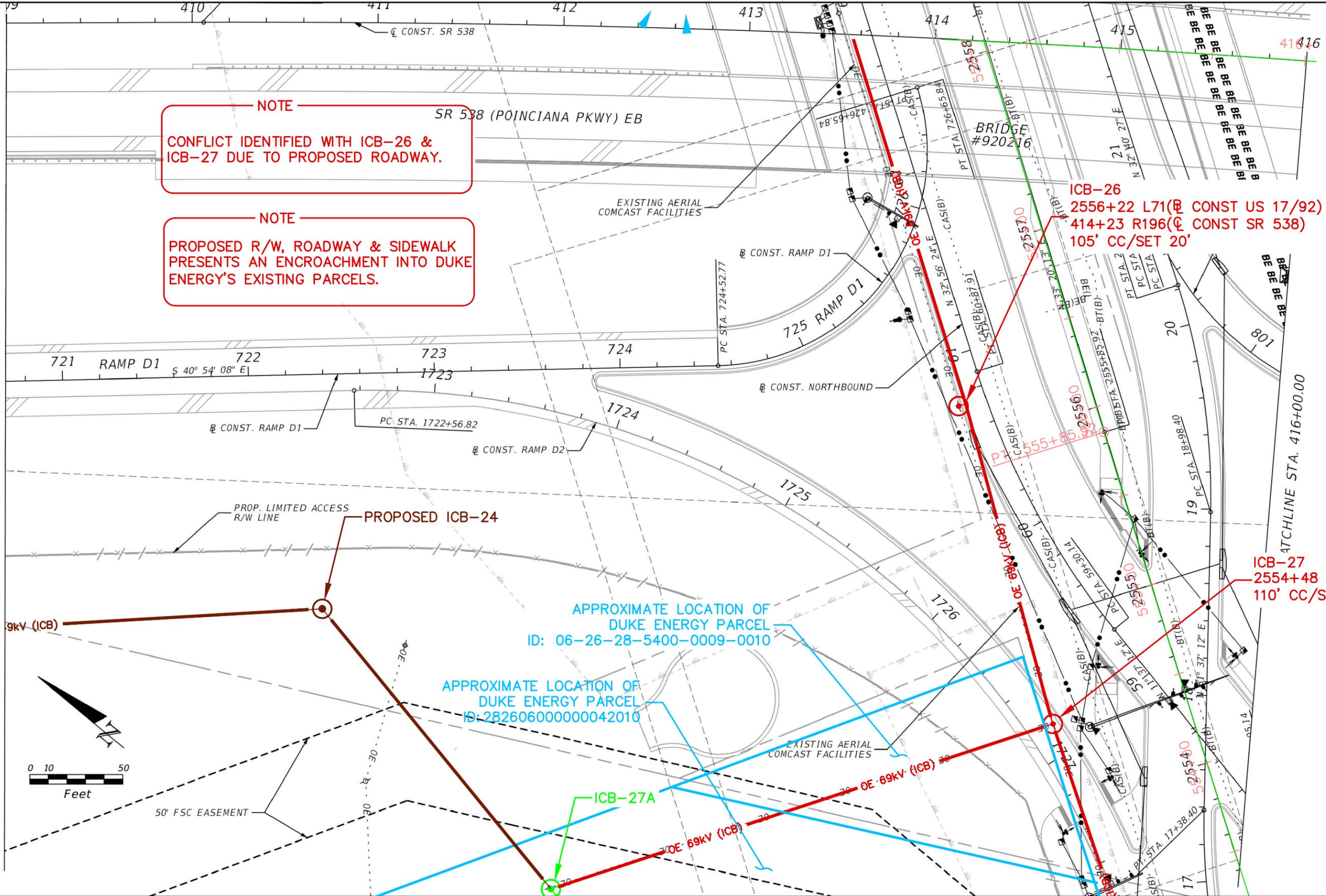
SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO.	PROJECT NO.
SR 538	538-235



UTILITY ADJUSTMENT
SHEET (27)

SHEET NO.
 465

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NOTE
 CONFLICT IDENTIFIED WITH ICB-26 & ICB-27 DUE TO PROPOSED ROADWAY.

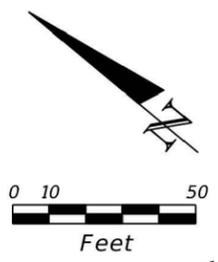
NOTE
 PROPOSED R/W, ROADWAY & SIDEWALK PRESENTS AN ENCROACHMENT INTO DUKE ENERGY'S EXISTING PARCELS.

ICB-26
 2556+22 L71(℄ CONST US 17/92)
 414+23 R196(℄ CONST SR 538)
 105' CC/SET 20'

ICB-27
 2554+48 L73
 110' CC/SET 20'

APPROXIMATE LOCATION OF DUKE ENERGY PARCEL
 ID: 06-26-28-5400-0009-0010

APPROXIMATE LOCATION OF DUKE ENERGY PARCEL
 ID: 28260600000042010



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ROBERT B. JAMIESON, P.E.
 P.E. LICENSE N
 GAI CONSULTA
 618 E. SOUTH STREET - SUITE 700
 ORLANDO, FL 32801
TO: SUBSTATION

SR 538 EXTENSION CR 532 TO US 17/92	
ROAD NO. SR 538	PROJECT NO. 538-235



UTILITY ADJUSTMENT
SHEET (28)

SHEET NO.
 466

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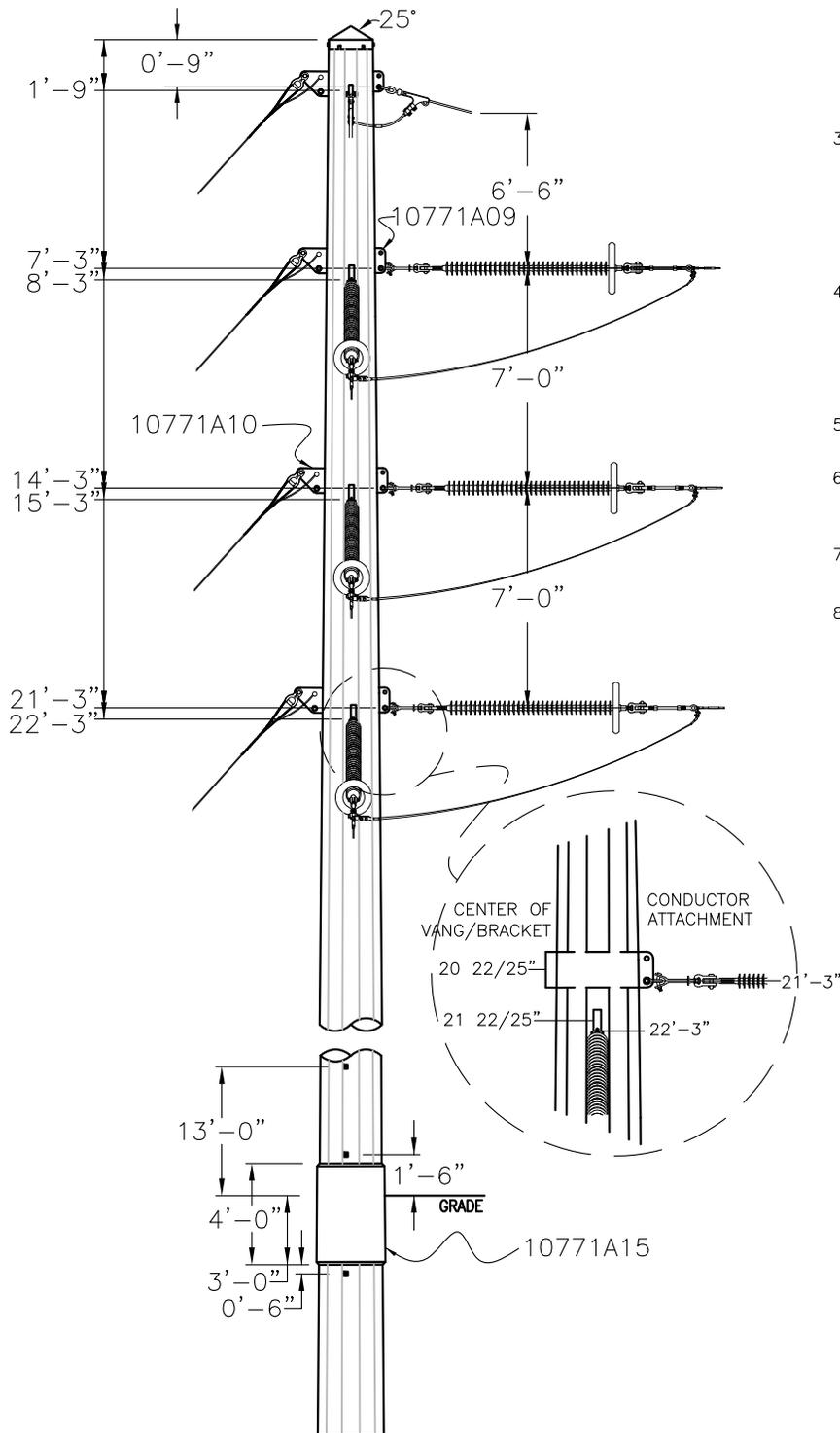
DIVISION 3: FRAMING & ASSEMBLY DRAWINGS

- **Framing (Assemblies)**

- 21280 – 115kV Single Circuit, Eng. Steel, Engineered Steel Dead-end, Large Angle
- 21444i - 115kV Single Circuit, Concrete, Vertical Tangent, Polymer Post Insulator
- 31280 – 230kV Single Circuit, Eng. Steel, Engineered Steel Dead-end, Large Angle
- 32206 – 230kV Double Circuit, Eng. Steel, Vertical Tangent with Braced Post Insulators

NOTES:

1. POLE MANUFACTURER'S DETAILS AND/OR ASSEMBLY DRAWINGS WILL BE FURNISHED SEPARATELY WITH WORK ORDERS.
2. STEEL POLE MANUFACTURER SHALL SUPPLY THE FOLLOWING:
 - OHG & CONDUCTOR VANGS - PER 10771A09
 - GUY VANGS (IF REQ) - PER 10771A10
 - GROUND SLEEVE-PER 10771A15
 - MISC HARDWARE/BOLTS
3. GROUNDING PER STANDARD 8001 AND INCLUSIVE OF
 - 9-2123-CONCRETE BACKFILL
 - 9-2010-OH LINE GROUNDING SPECIFICATION
 FOR BONDING GROUND CONNECTOR & #2 7-STRAND CU IS PROVIDED IN THE BILL OF MATERIALS.
4. 1/2" STAINLESS STEEL NUT SHALL BE WELDED TO STRUCTURE AT 1'-6" ABOVE GRADE, 13'-0" ABOVE GRADE AND 3'-6" BELOW GRADE. 3'-6" BELOW GRADE (GROUNDING NUT AT 13'-0" ABOVE GRADE FOR FIBER BOX BONDING).
5. GUYED STRUCTURES SHALL HAVE FLANGED SECTIONS RATHER THAN SLIP JOINTS.
6. WHEN ADDING CONICAL CAPS CONSIDER LOWERING ATTACHMENT POINT FOR THE STATIC VANGS TO ACCOMMODATE THE CONICAL CAP.
7. ADD 5/8" NUTS FOR DOWNLEAD CUSHION SUPPORTS (EVERY 5' PER DRAWING 6018) TO 15' ABOVE GRADE.
8. DIRECT EMBEDDED ENGINEERED STEEL POLES SHALL USE CONCRETE BACKFILL WITHOUT EXTERNAL ANODES (TABLE 3, TDP-STD-TRM-000113, SPS FOR TRANSMISSION POLE STANDARDS). EXCEPTIONS TO THIS STANDARD PRACTICE OF CONCRETE BACKFILL REQUIRE
 - APPROVAL OF LEAD ENGINEERS/MANAGEMENT
 - EXTERNAL MAGNESIUM BAG ANODES - PER 8017
 - SINGLE POLE GROUNDING FOR ROCK BACKFILL - PER 9-2122



ASSEMBLIES REQUIRED:	
DWG	DESCRIPTION
2015	CONDUCTOR W/O JUMPER SUPPORT
6001	OHG (1) STRAIN CLAMP
6002	OHG (2) STRAIN CLAMP
6007	FIBER SPLICE POINT
6009	FIBER LARGE ANGLE DEADEND
6018	DOWN LEAD CUSHIONS
6024	FIBER SPLICE BOX
7001	ANCHORS
7002	DOWN GUYS
8001	GROUNDING
8017	CATHODIC PROTECTION (SEE NOTE 7)
9065	SUSPENSION INSULATOR

STRUCTURE MARKERS PER STANDARD 1-1200

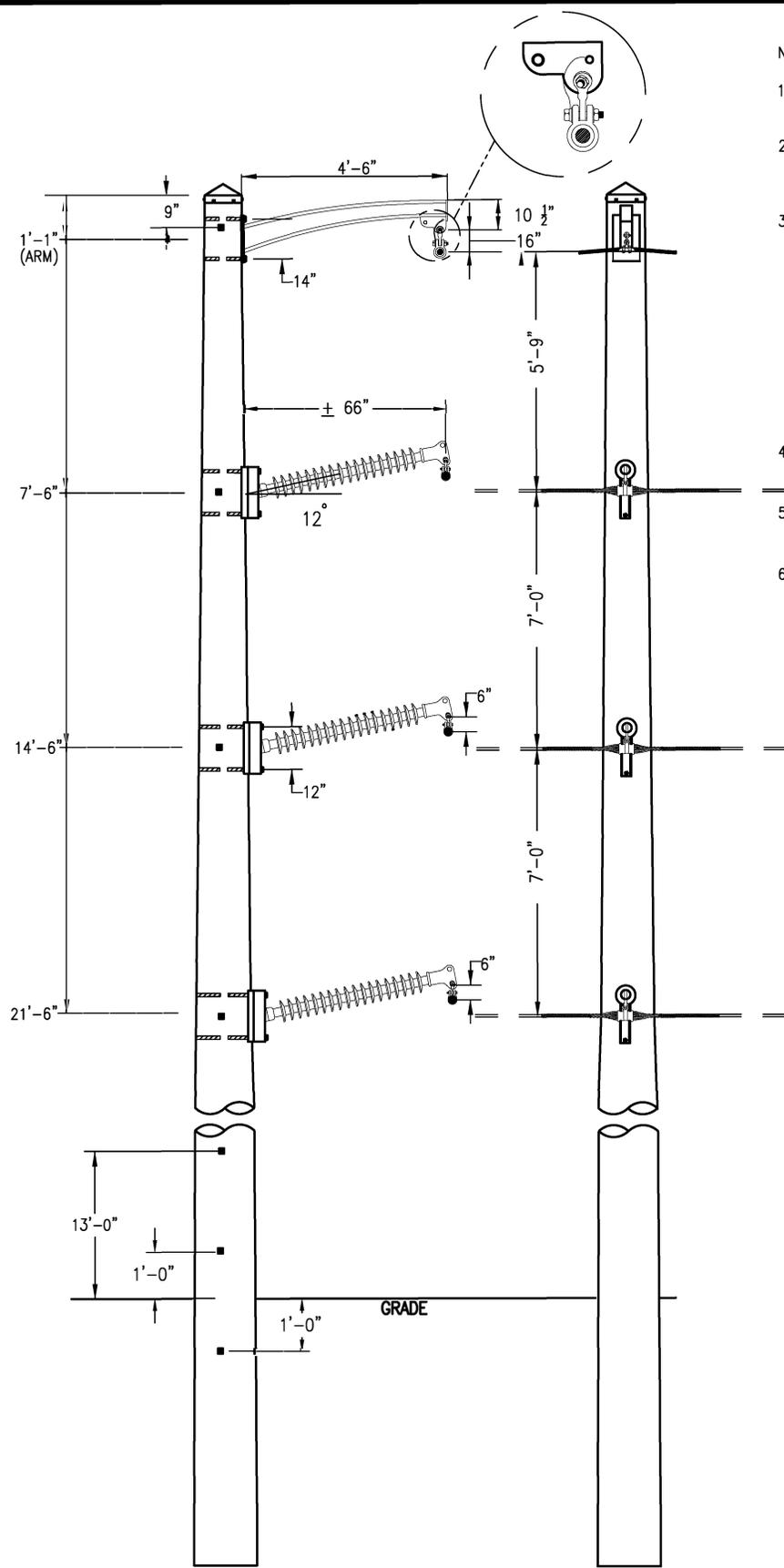
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**69/115KV SINGLE CIRCUIT
ENGINEERED STEEL DEADEND
LARGE ANGLE STRUCTURE
85' OR GREATER**

REV.#	REVISION DESCRIPTION	BY	DATE
0	CONVERTED TO NEW STANDARD.	JLL	08/17



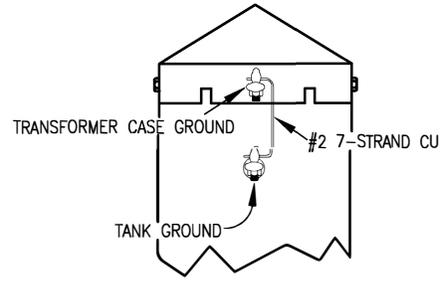
APPROVED	TV	SHEET
DATE	7/18	1 OF 1
SCALE=NTS	DWG.	21280



NOTES:

1. POLE MANUFACTURER'S DETAILS AND/OR ASSEMBLY DRAWINGS WILL BE FURNISHED SEPARATELY WITH WORK ORDERS.
2. GROUNDING PER STANDARD 8001 (INCLUSIVE OF 9-2122 & 9-2010). FOR BONDING, GROUND CONNECTOR & #2 7-STRAND IS PROVIDED IN THE BILL OF MATERIALS.
3. INSTALL TANK GROUNDS AT:
 - 0'-9" FROM TIP
 - 1'-0" ABOVE GRADE
 - 13'-0" ABOVE GRADE (FOR FIBER BOX BONDING)
 - 1'-0" BELOW GRADE

*ADD TANK GROUNDS AT GUY ATTACHMENT LOCATIONS WHEN GUYS ARE USED. GROUND ANCHORS PER 9-2520.
4. BOND OPGW/OHG TO THE ARM WITH #2 7-STRAND CU AS SHOWN IN THE DETAIL.
5. BOND CAP TO THE UPPER TANK GROUND WITH #2 7-STRAND CU.
6. REFER TO PEF21444i FOR DRILLING/INSERT DETAILS.



GROUND CONNECTOR & #2 7-STRAND CU SUPPLIED W/STRUCTURE
POLE CAP BONDING DETAIL

ASSEMBLIES REQUIRED:

DWG	DESCRIPTION
1008	CONDUCTOR AGS UNIT
4001	OHG AGS UNIT
4026	OHG SUPPORT ASSEMBLY
5001	OPGW AGS UNIT
8001	GROUNDING
9063	POST INSULATOR

STRUCTURE MARKERS PER STANDARD 1-1200

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REV.#	REVISION DESCRIPTION	BY	DATE
2	CORRECTED INSULATOR DWG REF FROM 9053 TO 9063	DM	10/18
1	CONVERTED TO NEW STANDARD.	FC	09/17

**69/115kV SINGLE CIRCUIT
 CONCRETE, VERTICAL TANGENT
 POLYMER POST INSULATOR
 STRUCTURE**

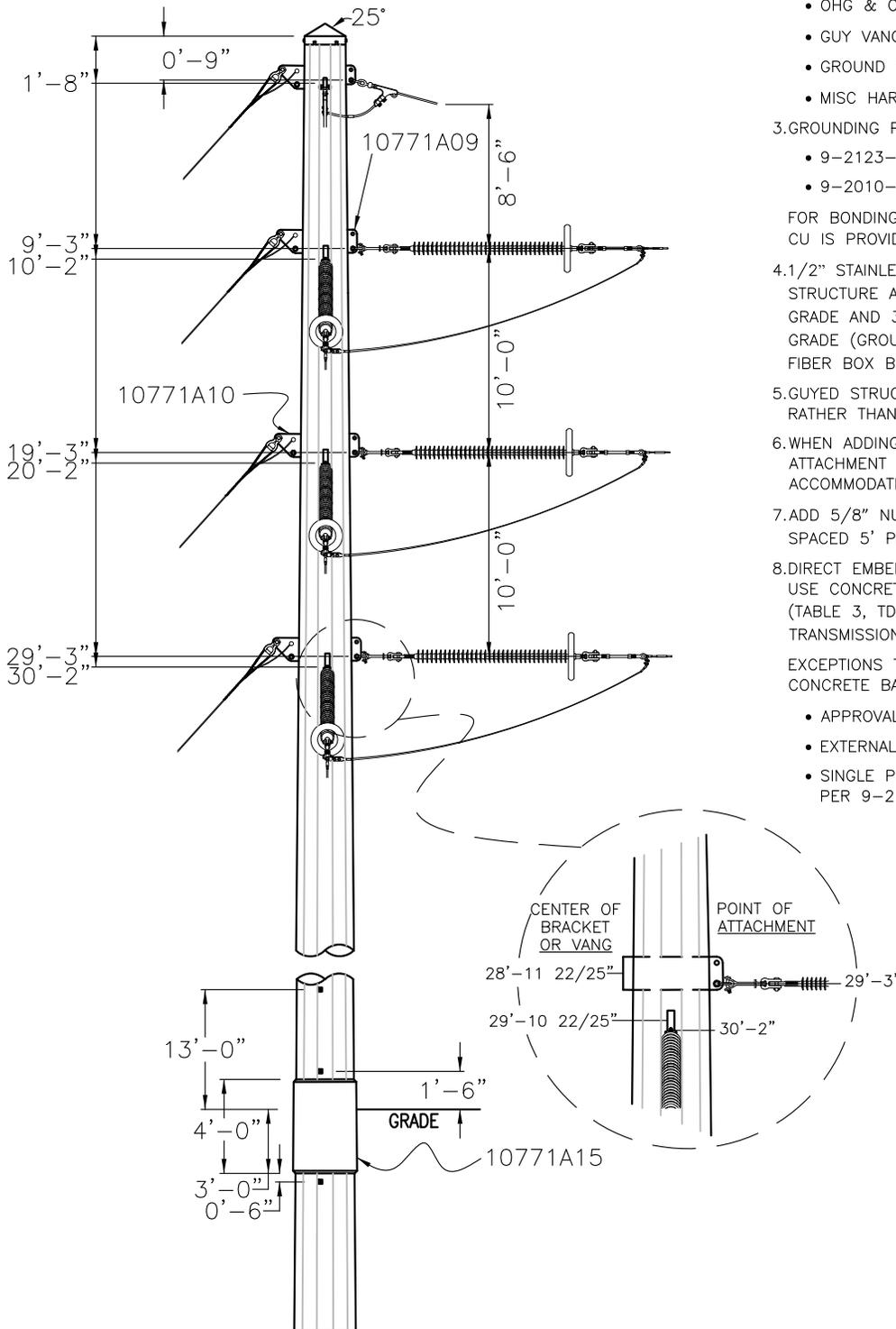
APPROVED	TV	SHEET
DATE	09/17	1 OF 1

DUKE ENERGY.

SCALE=NTS DWG. **21444i**

NOTES:

1. POLE MANUFACTURER'S DETAILS AND/OR ASSEMBLY DRAWINGS WILL BE FURNISHED SEPARATELY WITH WORK ORDERS.
 2. STEEL POLE MANUFACTURER SHALL SUPPLY THE FOLLOWING:
 - OHG & CONDUCTOR VANGS - PER 10771A09
 - GUY VANGS (IF REQ) - PER 10771A10
 - GROUND SLEEVE - PER 10771A15
 - MISC HARDWARE/BOLTS
 3. GROUNDING PER STANDARD 8001 AND INCLUSIVE OF
 - 9-2123-CONCRETE BACKFILL
 - 9-2010-OH LINE GROUNDING SPECIFICATION
 FOR BONDING GROUND CONNECTOR & #2 7-STRAND CU IS PROVIDED IN THE BILL OF MATERIALS.
 4. 1/2" STAINLESS STEEL NUT SHALL BE WELDED TO STRUCTURE AT 1'-6" ABOVE GRADE, 13'-0" ABOVE GRADE AND 3'-6" BELOW GRADE. 3'-6" BELOW GRADE (GROUNDING NUT AT 13'-0" ABOVE GRADE FOR FIBER BOX BONDING).
 5. GUYED STRUCTURES SHALL HAVE FLANGED SECTION RATHER THAN SLIP JOINTS.
 6. WHEN ADDING CONICAL CAPS CONSIDER LOWERING ATTACHMENT POINT FOR THE STATIC VANGS TO ACCOMMODATE THE CONICAL CAP.
 7. ADD 5/8" NUTS FOR DOWN LEAD CUSHION SUPPORT SPACED 5' PER DWG 6018 TO 15' ABOVE GRADE.
 8. DIRECT EMBEDDED ENGINEERED STEEL POLES SHALL USE CONCRETE BACKFILL WITHOUT EXTERNAL ANODES (TABLE 3, TDP-STD-TRM-000113, SPS FOR TRANSMISSION POLE STANDARDS).
- EXCEPTIONS TO THIS STANDARD PRACTICE OF CONCRETE BACKFILL REQUIRE
- APPROVAL OF LEAD ENGINEERS/MANAGEMENT
 - EXTERNAL MAGNESIUM BAG ANODES - PER 8017
 - SINGLE POLE GROUNDING FOR ROCK BACKFILL - PER 9-2122



ASSEMBLIES REQUIRED:	
DWG	DESCRIPTION
2013	CONDUCTOR W/O JUMPER SUPPORT
6001	OHG (1) STRAIN CLAMP
6002	OHG (2) STRAIN CLAMP
6007	FIBER SPLICE POINT
6009	FIBER LARGE ANGLE DEADEND
6018	DOWN LEAD CUSHIONS
6024	FIBER SPLICE BOX
7001	ANCHORS
7002	DOWN GUYS
8001	GROUNDING
9065	SUSPENSION INSULATORS

STRUCTURE MARKERS PER STANDARD 1-1200

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**230KV SINGLE CIRCUIT
ENGINEERED STEEL DEADEND
LARGE ANGLE STRUCTURE
85° OR GREATER**

REV.#	REVISION DESCRIPTION	BY	DATE
0	CONVERTED TO NEW STANDARD.	JLL	09/17



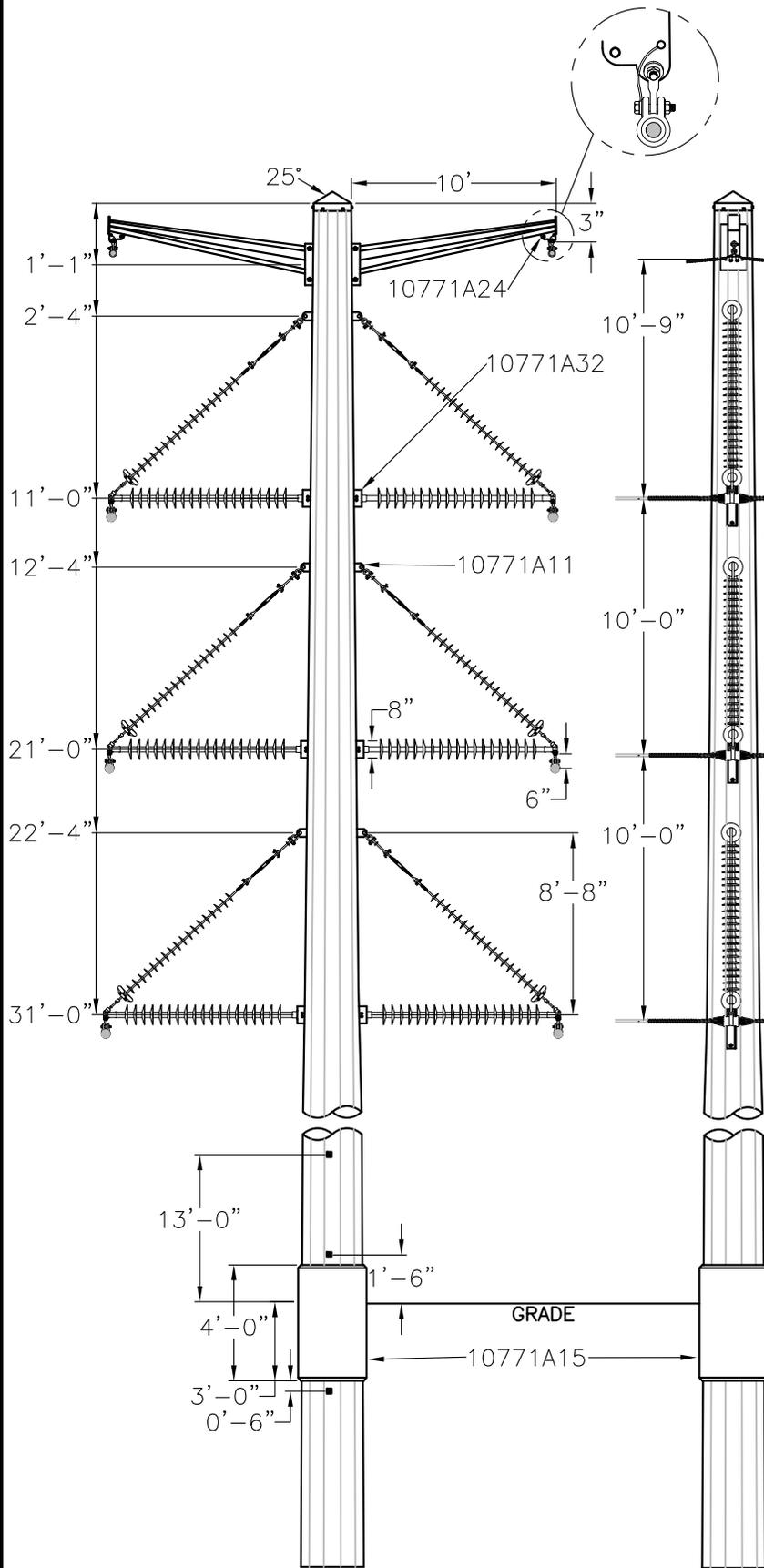
APPROVED	TV	SHEET
DATE	7/18	1 OF 1
SCALE=NTS	DWG.	31280

NOTES:

1. POLE MANUFACTURER'S DETAILS AND/OR ASSEMBLY DRAWINGS WILL BE FURNISHED SEPARATELY WITH WORK ORDERS.
2. STEEL POLE MANUFACTURER SHALL SUPPLY THE FOLLOWING:
 - MOUNTING BRACKETS - PER 10771A32
 - SUPPORT VANGS - PER 10771A11
 - ARM SUSPENSION PLATE - PER 10771A24
 - GROUND SLEEVE - PER 10771A15
 - MISC HARDWARE/BOLTS
3. GROUNDING PER STANDARD 8001 AND INCLUSIVE OF
 - 9-2123-CONCRETE BACKFILL
 - 9-2010-OH LINE GROUNDING SPECIFICATION
 FOR BONDING GROUND CONNECTOR & #2 7-STRAND CU IS PROVIDED IN THE BILL OF MATERIALS.
4. 1/2" STAINLESS STEEL NUT SHALL BE WELDED TO STRUCTURE AT 1'-6" ABOVE GRADE, 13'-0" ABOVE GRADE AND 3'-6" BELOW GRADE. 3'-6" BELOW GRADE (GROUNDING NUT AT 13'-0" ABOVE GRADE FOR FIBER BOX BONDING).
5. IF BUNDLED CONFIGURATION USED, INCREASE PHASE SEPARATION BY MINIMUM OF 18".
6. WHEN ADDING CONICAL CAPS CONSIDER LOWERING ATTACHMENT POINT FOR THE STATIC ARM VANGS TO ACCOMMODATE THE CONICAL CAP.
7. DIRECT EMBEDDED ENGINEERED STEEL POLES SHALL USE CONCRETE BACKFILL WITHOUT EXTERNAL ANODES (TABLE 3, TDP-STD-TRM-000113, SPS FOR TRANSMISSION POLE STANDARDS).

EXCEPTIONS TO THIS STANDARD PRACTICE OF CONCRETE BACKFILL REQUIRE

 - APPROVAL OF LEAD ENGINEERS/MANAGEMENT
 - EXTERNAL MAGNESIUM BAG ANODES - PER 8017
 - SINGLE POLE GROUNDING FOR ROCK BACKFILL - PER 9-2122



STRUCTURE MARKERS PER STANDARD 1-1200

ASSEMBLIES REQUIRED:	
DWG	DESCRIPTION
1008	CONDUCTOR AGS UNIT
4001	OHG AGS UNIT
5001	OPGW AGS UNIT
8001	GROUNDING
8017	CATHODIC PROTECTION (SEE NOTE 7)
9071	BRACED POST INSULATOR

**230KV DOUBLE CIRCUIT
ENG. STEEL, VERTICAL TANGENT
BRACED POST INSULATOR
STRUCTURE**

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REV.#	REVISION DESCRIPTION	BY	DATE
3	ADJ. STATIC ARM TO SHOW CL OHG ATTACHMENT AT 3" FROM POLE TOP	DM	5/19
2	CORRECTED DIMS FOR OHG ARM CENTER ATTACHMENT AND DIST. TO TOP PHASE VANG.	DM	10/18



APPROVED	TLV	SHEET
DATE	7/18	1 OF 1
SCALE=NTS	DWG.	32206

DIVISION 4: EASEMENT AND PERMIT INFORMATION

- **Easement Lists & Restrictions**
 - Easements to be provided by CFX
- **Road Permit Required**
 - 69kV ICB Circuit:
 - US 17/92 Roadway Utilization Permit
 - 230kV ICD Circuit:
 - (1) crossing at Old Kissimmee Road
 - (1) crossing at CR 532 Osceola Polk Line Road
- **Rail Permit Required**
 - 230kV ICD Circuit:
 - (1) crossing of the Amtrak Stanford Subdivision railroad to relocate Transmission Line.
- **Environmental Permit Package**
 - Permit to be obtained by CFX

DIVISION 5: ADDITIONAL INFORMATION

- **Use Guidelines for Encroachments Involving Transmission Easements**
- **Utility Relocation Agreement**

USE GUIDELINES FOR ENCROACHMENTS INVOLVING TRANSMISSION EASEMENTS

Duke Energy has a property interest called an easement (or sometimes a right-of-way) in land that you own or are considering purchasing. This easement grants Duke Energy the right to use the easement area for purposes described in the easement document that is filed and recorded in the county's recorder office. This property interest stays with the land when it is bought and sold and generally is perpetual in duration. A series of easements often form a corridor in which the transmission facilities are located and access up and down the corridor is part of the reason Duke Energy obtains these rights.

Broadly stated, easements allow Duke Energy to use another person's property to construct, operate, maintain, repair, and replace electrical facilities for the transmission of high voltage power. The landowner may continue to use the easement area so long as the use is not inconsistent with the easement document or Duke Energy's use of the easement. Any incompatible use by the landowner is called an encroachment. Where an encroachment is under construction, Duke Energy will request that it be stopped and removed; where an encroachment is already installed, Duke Energy will request that it be removed. Where a landowner fails to cooperate, Duke Energy will seek legal recourse to remove the encroachment.

Electricity is a public service and subject to state and federal regulations with which Duke Energy must comply. Any use by the landowner that does or could create regulatory issues is an encroachment. Power lines in the transmission easement are uninsulated and electricity is a dangerous instrumentality. Any landowner use that increases the danger to the landowner, the public or Duke Energy in its use of the easement is also an encroachment.

Over years of designing, constructing, operating, repairing, upgrading and maintaining electric facilities in transmission easements, Duke Energy has developed an understanding of the types of uses by landowners that do, or potentially can, interfere with the easement's purposes and Duke Energy's ability to provide safe and reliable service. This guidance, which supersedes all prior versions, provides a brief overview of types of things that do, or can, interfere with Duke Energy's easement rights and thereby create encroachments.

This overview cannot address all possible situations and is intended to provide general guidance. Please contact the Asset Protection Specialist if you have additional questions or concerns about the use of the easements. Please discuss any proposed activity in the transmission easements with Duke Energy to avoid creating an encroachment or interference. The Asset Protection Specialist can assist and help avoid a subsequent need by the landowner to revise plans or remove obstructions from the easements. Engineering plans may be required by Duke Energy to fully understand any proposed use by the landowner.

By providing these guidelines, Duke Energy does not waive any rights it has in its easements or under the law. Duke Energy's concurrence that a proposed use does not constitute an interference with its easement rights does not mean that requirements of local, county, state or federal governments or other agencies with governing authority have been met.

The following are not permitted in Duke Energy's transmission easements as they interfere with Duke Energy's use of the easements for transmission of electricity by, among other things, interfering with full use the easement, interfering with existing facilities, interfering with access to the facilities, interfering with future expansion in the easement, increasing the danger to the public or those who may be required to work in the easement, creating regulatory violations and generally, making the transmission of electricity more dangerous, costly and/or unreliable: Examples include but are not limited to:

- Permanent or temporary structures and buildings, including for example, permanent or manufactured/mobile homes (and home additions and extensions), garages, sheds, satellite systems, intersections, cul-de-sacs, entrances, streets, swimming pools (any associated equipment and decking), playground equipment, graves, billboards, dumpsters, signs, wells, deer stands, retaining walls, septic systems or tanks (whether above or below ground).
- Mounding or stockpiling any material, such as spoils, dirt, logs, construction or building material, wrecked or disabled vehicles, (e.g. may create clearance and access issues and/or increases dangers in using the easement).
- Transformers, telephone/cable pedestals and associated equipment (unless specifically addressed in a joint use agreement), fire hydrants, manholes, water valves, water meters, backflow preventers & irrigation heads, (e.g. may increase the likelihood of safety hazards & access issues).

- Attachments to Duke Energy structures in the easement; (unless specifically addressed in a joint use agreement).
- Streets, roads, driveways, sewer/water lines, other utility lines or any underground facilities that run in parallel to the centerline in the easement or cross in one contiguous segment from outside edge of easement to opposing outside edge of easement, at any angle that is less than 30 degrees or greater than 90 degrees as measured from the centerline. No portion of such facility shall be located within 25 feet of Duke Energy's facilities (unless specifically addressed in a joint use agreement.)
- Fences or utilities that cross the easement in multiple segments in a non-continuous alignment from outside edge of easement to opposing outside edge of easement at any angle of less than 30 degrees or greater than 90 degrees as measured from the centerline. This generally creates an interference as the ability to access and utilize the full easement and reach facilities in the easement is substantially impaired. If a fence crosses the easement at an angle greater than or equal to 30 degrees and less than or equal to 90 degrees with the centerline, a gate (16 feet wide at each crossing) shall be installed by the landowner, per Duke Energy's specifications. Duke Energy will supply a lock. The landowner is required to install the Duke Energy lock on the gate to ensure access. The lock can be interlocked with the landowner's lock. Fences and gates that exceed 10 feet in height are prohibited because they create a clearance issue and are an interference. Fences that inhibit Duke Energy's access because they lack a gate that is at least 16 feet wide, interfere with Duke Energy's easement use.
- Grading (cuts or fill) in the easement that is closer than 25 feet to transmission facilities i.e. poles, towers, guys and anchors and/or slopes greater than 4:1 no matter where located or that otherwise change clearances or topography.
- Parking or lighting facilities which affect clearances, access or Duke Energy's ability to make full use of its easement.
- Placement of combustible materials and/or the purposeful burning of anything within the easement are inconsistent with electric facilities, the transmission of power and create safety hazards and system reliability issues.
- Any water feature in the easement, such as a detention and retention pond, stream or lake. Where a structure outside the easement causes erosion or directs storm water toward the easement or the electric facilities or access to or around the electric facilities, such structure will interfere with Duke Energy's use and must be altered to eliminate that effect.
- Incompatible vegetation above ground transmission lines - Vegetation within or outside of the transmission easement that will mature to a height or size that will pose a grow-in, fall-in, or blowing-together threat to the transmission conductor (typical maximum mature height greater than 15 feet within the transmission easement depending on location and voltage).
- Incompatible vegetation underground transmission lines - Vegetation within or outside of the transmission easement that is capable of posing a threat (e.g., root systems, etc.) to the underground transmission conductor by **a)** causing damage to the underground pipes / cables or **b)** reducing the moisture in the soil, thus altering the thermal properties of the surrounding soil / backfill and thereby negatively impacting the cable ampacity rating (typical maximum mature height within the easement - greater than 3 feet depending on location and voltage).
- Incompatible vegetation for safe and reliable operation and access on all transmission lines - Vegetation that will limit or block access, limit the safe and reliable operation, emergency restoration, or maintenance of the transmission facilities, limit the full use of the transmission easement for its intended purposes or vegetation which is typically within a horizontal distance of 25 feet of any Duke Energy facilities (towers, poles, guy wires, guy anchors, manholes, dip-poles, substation equipment, etc.).

As discussed, these guidelines are not exhaustive and there may be other interferences on a case-by-case basis depending on individual circumstances. Certain conditions such as line voltage, line criticality, frequency of required access and structure type may require heightened restrictions in the easements to provide safe and reliable service.

If you have additional questions or plan any activity not mentioned above, please contact customer service and ask for your local Transmission Asset Protection Specialist.

UTILITY RELOCATION AGREEMENT

This Utility Relocation Agreement ("Agreement") is entered into this ____ day of _____, 2021, between the Customer whose mailing address is _____ (the "Customer") and Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy, whose mailing address 3300 Exchange Place NP2C, Lake Mary, FL 332746 ("Duke Energy"). This Agreement is for:

AGREEMENT TO REIMBURSE DUKE ENERGY

1. Subject to the limitations of the terms and conditions of this Agreement, the Customer agrees to reimburse Duke Energy for the actual costs for the procurement of material and relocation/modification of Transmission facilities and structures ("Relocation Work"). At this time, it is estimated that the actual costs associated will be _____ ("Estimated Cost"). The Customer and Duke Energy agree that the Customer will be responsible for reimbursing Duke Energy and that the total actual cost of Engineering and Relocation will not exceed one hundred twenty (120%) percent of the original estimate of _____ without prior written approval by the Customer. Duke Energy is not responsible for events beyond its control that could not reasonably be anticipated and which could not be avoided with the exercise of due diligence at the time of occurrence. The estimated amount of _____ must be paid in full by the Customer before Duke Energy may commence any procurement of materials or Relocation Work. In the event that the amount of _____ ("Estimated Cost") exceeds the final total actual costs incurred by Duke Energy for the Relocation Work, Duke Energy shall return the amount of the excess in full to the Customer. **Duke Energy may submit a final invoice to the Customer for payment of all actual Engineering and Relocation costs in excess of the Estimated Cost within approximately six (6) months of Duke Energy's completion of the Relocation Work.** Customer shall deliver payment of the final invoice amount in full to Duke Energy within thirty (30) days of Customer's receipt of said final invoice.
2. The scope of the Duke Energy Florida Transmission Relocation Work is as follows:
 - a. Line code and voltage
 - b. Number and types of structures to be relocated/modified
 - c. Special conditions and conflicts
 - d. Outage plan
 - e. Coordination with customer facilities and other utilities

The Relocation Work described in this section shall be completed in conformance with the locations identified in the attached RGB plans dated _____, attached hereto as Exhibit "A" and incorporated herein by reference.

3. The Customer shall convey the necessary replacement easement(s), in Duke Energy's standard form, covering the approved location(s) within Customer's property and/or adjacent properties as agreed by the parties. Said replacement easement(s) is/are required to provide Duke Energy with the necessary easement rights to complete the Relocation in order to accommodate the Project. A copy of the necessary replacement easement form is, attached hereto as Exhibit "B" and incorporated herein by reference. The Customer shall deliver the fully executed and recorded replacement easement(s) to Duke Energy before Duke Energy may commence any procurement of materials or Relocation Work.

MISCELLANEOUS PROVISIONS

4. 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.
5. 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 _____ County, Florida. In any such action, the parties waive any right to jury trial.
6. 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 law.
7. 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 US certified mail, return receipt requested, overnight next day courier service, facsimile, email transmission or by delivery in person.

Customer:

Name of contact:

Telephone No.:

Email address: <mailto:Ty.Garner@dot.state.fl.us>

Duke Energy:

Duke Energy Florida, LLC, d/b/a Duke Energy

Name of contact:

Telephone No.:

Email address:

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.

8. Either the Customer or Duke Energy may terminate this Agreement at any time without penalty by giving the other party written notice at least thirty (30) days prior to the effective date of said termination; provided, however, that the termination shall not relieve the Customer of the responsibility to reimburse Duke Energy for costs incurred or services performed before the effective date of the termination.
9. Outages for the Relocation Work may be limited in time or availability and cannot be guaranteed by Duke Energy.
10. All of Customer's operations, activities and equipment used within Duke Energy's right-of-way and/or easement beneath or in proximity to any of Duke Energy's electrical facilities shall, at all times:
 - a. Be in strict compliance with Duke Energy's current Transmission ROW Guidelines/Restrictions for Florida; and
 - b. Be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act of 1971 (OSHA), and OSHA Crane Construction Standards for Power Line Safety, Sections 1926.1408 & .1409.
11. 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.
12. In consideration of payment for and completion of the Relocation Work, Customer and Duke Energy mutually release and hold harmless the other from any and all prior claims - actual, perceived or threatened, regarding the Relocation Work prior to the date of this Agreement. This release and hold harmless does not release the parties from any claims under this Agreement or for the Relocation Work itself.

[SIGNATURE PAGE TO FOLLOW]

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: Philip Thomas

Title: General Manager, Transmission Engineering - FL

Date: _____

Customer: _____

By: _____

Print name: _____

Title: _____

Date: _____



CFX Poinciana Parkway
ICB and ICD Transmission Lines Relocation
Osceola County, Florida
Project ID- F21047101
Site#: Land Unit: Project #:



EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the undersigned, successors, and assigns (GRANTOR herein), in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, grant and convey to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY** (GRANTEE herein) Post Office Box 14042, St. Petersburg, Florida 33733, its successors, assigns, the right, privilege and easement to construct, remove, reconstruct, operate, and maintain in perpetuity overhead or underground electric transmission and distribution lines and related facilities for providing electric energy services, (including, with respect to all grants herein, supporting structures, communication and other wires and fiber optics for monitoring and communicating regarding the electric energy service facilities only, guys, anchors, attachments and accessories desirable in connection therewith) all of which may be installed or constructed over, under, upon, across, through and within the following described lands in Osceola County, Florida, and referred to hereinafter as the Easement Area to wit:

See Exhibit "A", attached hereto, incorporated herein, and by this reference made a part hereof.

Tax Parcel Number(s): _____

Together with the right to construct, install, operate, utilize, patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines, systems and supporting structures (including poles) and related facilities, including the right to increase or decrease the number and type of supporting structures (including poles), wires and voltage, and to build, maintain and protect such roadways as may reasonably be required for these purposes.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric transmission and distribution lines, and related facilities, including (i) the right to trim, cut, remove, and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in GRANTEE's sole discretion, any tree standing outside the Easement Area which if felled or upon falling, could fall within five (5) feet of any conductor or other facility included within said Easement Area, and further including (ii) the right to relocate any listed or protected plant or animal species found within the Easement Area to another location within the Easement Area. As a result of said relocations, GRANTEE hereby agrees to restore the Easement Area to as near as practicable to the original condition.

GRANTOR covenants and agrees that no trees, buildings, structures, ponds, or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered more than two (2') feet.

GRANTOR shall have all other rights in and to said Easement Area not inconsistent with (i) GRANTEE's right to the safe and efficient operation and maintenance of said electric transmission and distribution lines, communications systems and related facilities, including clear, continuous access within the Easement Area, (ii) GRANTEE'S right-of-way utilization or encroachment guidelines, or (iii) any federal, state, or local laws, rules, or regulations; including, but not limited to, the right to utilize said Easement Area for (a) ingress and egress, (b) general farming, (c) construction, maintenance and travel over roads and streets across the Easement Area.

PROVIDED, HOWEVER, that as a condition precedent to the exercise of any such right other than ingress and egress, GRANTOR covenants and agrees to obtain from GRANTEE ((800) 700-8744, www.prgnprojectsolutions.com, or P.O. Box 14042, St. Petersburg, Florida 33733, Attention: Encroachment Agent) a prior written determination that the exercise of such right is not inconsistent with the safe and efficient operation and maintenance of said electric transmission and distribution lines or with any of the foregoing guidelines or laws.

GRANTOR warrants and covenants that they have the right to convey to GRANTEE this easement, and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of same.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hand and seal this _____ day of _____, 20____.

GRANTOR:

Central Florida Expressway Authority, a body politic and corporate, and an agency of the State under the laws of the State of Florida

ATTEST:

Signature

Print Name

Title

Signature

Print Name

Title

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Signature of First Witness

Print or Type Name of First Witness

Address of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

Address of Second Witness

State of _____)
County of _____) ss

CFX's mailing address:

(SEAL)

The foregoing Easement was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____ of the **Central Florida Expressway Authority, a body politic and corporate, and an agency of the State of Florida**, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL

Name:
Notary Public

Robert F. Mallett, L.L.C.
T: 407.669.4236
robert.mallett@nelsonmullins.com

390 North Orange Avenue, Suite 1400
Orlando, FL 32801
T: 407.669.4200 F: 407.425.8377
nelsonmullins.com

MEMORANDUM

TO: CFX Right of Way Committee Members

FROM: Robert F. Mallett, L.L.C.
Right-of-Way Counsel
Nelson Mullins Riley & Scarborough, LLP

DATE: January 10, 2024

SUBJECT: Request By The City of Apopka to Sell and Convey Vacant Land Owned by Central Florida Expressway Authority (“CFX”) Located at 6578 Mount Plymouth Road, Apopka, FL 32712, Parcel ID#05-20-28-0000-00-039 (the “Property”) Project: 429-205, Parcel 291 (Portion)

BACKGROUND

The City of Apopka (the “City”) has requested that CFX sell and convey to the City the above-referenced Property, consisting of approximately 75+/- acres of vacant land currently owned by CFX. The City intends to use the Property for a passive park with a conservation easement overlay.

The Property, as generally depicted on Exhibit “A” attached hereto, is a part of the land generally known as Pine Plantation as identified in the acquisition in connection with the Wekiva Parkway project pursuant to Section 369.317(6), F.S. In 2008, pursuant to funding and acquisition agreements with the Florida Department of Environmental Protection (“FDEP”), Orange County and the State, Orange County and CFX acquired that portion of the Pine Plantation lands lying south of Haas Road and identified by the parties for conservation acquisition. The Property, lying north of Haas Road, was not acquired at that time and was identified as being needed for the Wekiva Parkway right of way. CFX subsequently acquired the Property from Rockwood Groves, Inc. on December 28, 2012. While our firm did not handle that acquisition, we have been advised by CFX staff that the Property, together with the right of way needed for the Wekiva Parkway, was purchased via a voluntarily negotiated contract. The funds for the purchase came solely from CFX and no other agency was involved in the purchase of the Property or funding of that purchase. We have also been advised by staff that no other agency has indicated any interest or desire in acquiring the Property for conservation or any other purpose.

Pursuant to the CFX Property Acquisition, Disposition & Permitting Procedures Manual, CFX staff and CFX's General Engineering Consultant have reviewed the remaining Property and determined it is not needed to support existing Expressway Facilities. CFX's General Engineering Consultant has certified that the Property is not essential or needed for present or future construction, operation or maintenance of Expressway Facilities or for CFX purposes and that disposition of the Property would not impede or restrict the Expressway System.

Based upon discussions with the City, it is contemplated that CFX would sell the Property to the City for an amount equal to CFX's original costs incurred in acquisition of the Property.

REQUEST

A recommendation by the Right of Way Committee for CFX Board's approval of the Resolution Declaring the Property as Surplus and authorizing that the Property be sold to the City for an amount equal to CFX's original costs incurred in acquisition of the Property, in accordance with CFX standard property disposition procedures and subject to final approval of the final transaction by legal counsel.

ATTACHMENTS

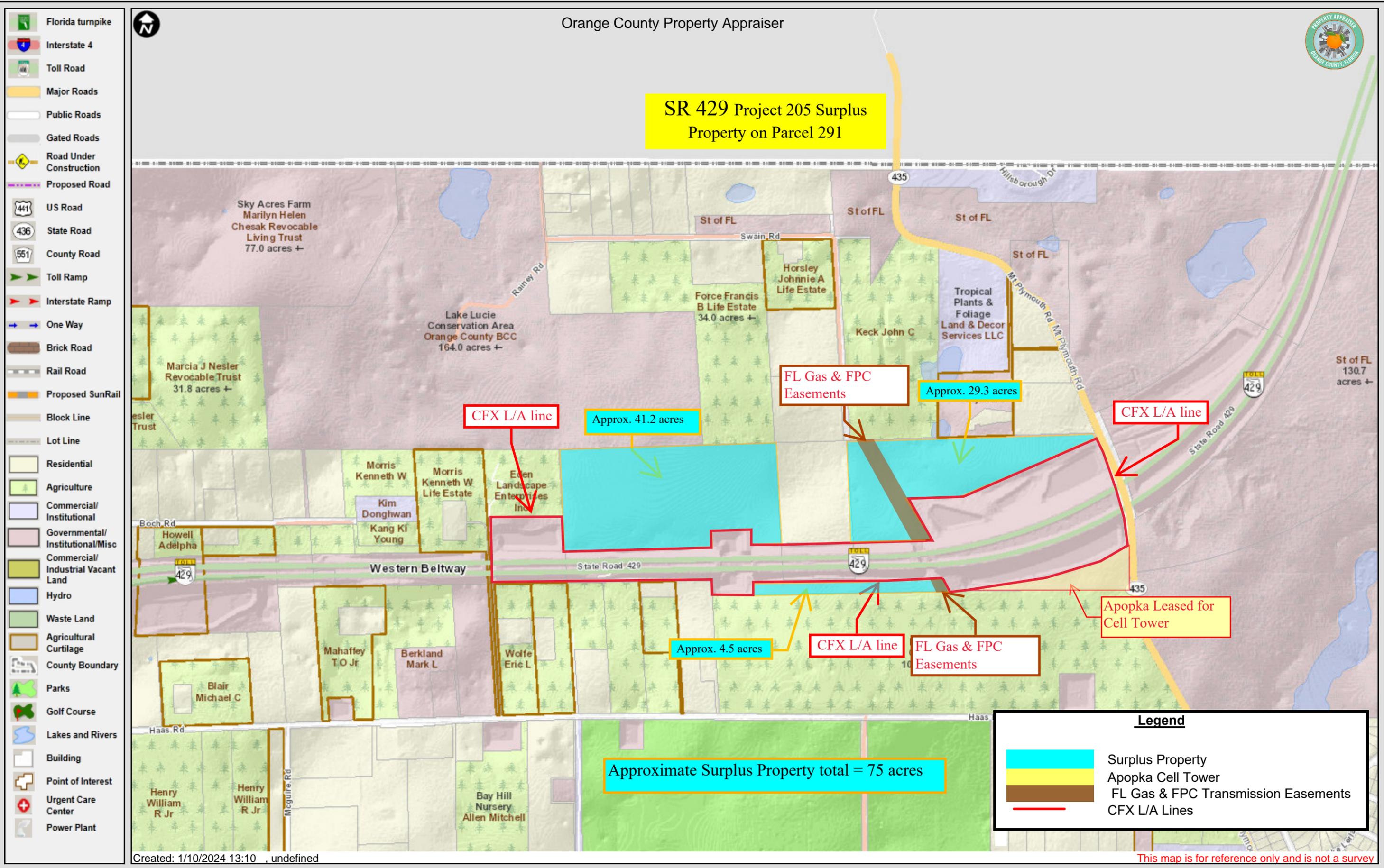
- A. Depiction of the Property
- B. Resolution Declaring the Property Surplus and authorizing sale to the City
- C. Certification of Property as non-essential from CFX General Engineering Consultant

ATTACHMENT "A"

Orange County Property Appraiser



**SR 429 Project 205 Surplus
Property on Parcel 291**



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

Legend

- Surplus Property
- Apopka Cell Tower
- FL Gas & FPC Transmission Easements
- CFX L/A Lines

ATTACHMENT "B"

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING SALE TO THE CITY OF APOPKA, FLORIDA

WHEREAS, the Central Florida Expressway Authority ("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 Property Acquisition, Disposition & Permitting Policy ("ROW Policy") and that certain Property Acquisition, Disposition & Permitting Procedures Manual ("ROW Manual"), which ROW Policy and ROW Manual provide for the disposal of real property unnecessary or unsuitable for CFX's use; and

WHEREAS, pursuant to the ROW Manual, where real 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 property to be "Surplus Property" through the adoption of a resolution and direct that the Surplus Property be sold; and

WHEREAS, CFX staff and its General Engineering Consultant have examined the Expressway Facilities for State Road ("SR") 429 in the proximity of 6578 Mount Plymouth Road, Apopka, FL 32712 Avenue and determined that the real property generally referred to as remainder Parcel 205-291 as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Property") is not needed to support existing Expressway Facilities; and

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

WHEREAS, the City of Apopka, Florida ("City") has requested that the CFX sell and convey the Property to the City for use as a passive park with conservation easement overlay; and

WHEREAS, the City intends to acquire funds to purchase the Surplus Property through an appropriation from the state legislature (the "Funding"); 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 authorizing that the

Property be sold to the City for use as a passive park under restriction of a conservation easement in terms and conditions mutually agreeable to CFX and the City; and

WHEREAS, the Property shall be sold to the City for an amount no less than CFX’s original costs incurred in acquisition of the Property, in accordance with the terms of the ROW Policy and the ROW Manual and subject to final approval of the final transaction by legal counsel.

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.
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 best interest of CFX and the public to sell and convey the Surplus Property to the City of Apopka, Florida, for use as a passive park under restriction of a conservation easement in terms and conditions mutually agreeable to CFX and the City.
4. CFX hereby finds it is in the best interest of CFX and the public for the Surplus Property to be sold for a minimum purchase price equal to CFX’s original costs incurred in acquisition of the Property.
5. CFX hereby authorizes the sale of the Property to the City, pursuant to the foregoing terms and conditions, in accordance with the terms of the ROW Policy and the ROW Manual and authorizes the Executive Director or the Executive Director’s designee to execute all documents necessary and appropriate to consummate the transaction with the City, subject to final approval by legal counsel.
6. In the event the City fails to secure the Funding by January 1, 2025, paragraph 5 of this Resolution shall be deemed null and void, and CFX reserves the right, through the adoption of a new resolution by the Board, to convey or sell the Surplus Property to another entity.

ADOPTED this _____ day of _____ 2024.

Mayor Jerry Demings, Chairman

ATTEST: Regla (“Mimi”) Lamaute
Manager of Executive & Board Services

Approved as to form and legality for the exclusive use and reliance of CFX.

Jo O. Thacker
Acting General Counsel

ATTACHMENT "C"



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

January 17, 2024

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

RE: SURPLUS PROPERTY
SR 429, Project 429-205
CFX Parcel 291 (Portion)

Dear Mr. Pressimone:

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

1. We have reviewed the limits of the parcel along SR 429 described in Exhibit A attached. In our opinion, we certify that the area described is no longer essential for the operation of the CFX system and selling of this parcel area, would not impede or restrict the current or future construction, operation or maintenance of the CFX System.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

A handwritten signature in blue ink that reads "R. Keith Jackson".

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Glenn Pressimone CFX (w/ enc.)
Jo Thacker (Acting General Counsel)