RESOLUTION
of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding
AUTHORIZATION TO ENTER INTO
AIRSPACE LEASE WITH FLORIDA DEPARTMENT OF TRANSPORTATION
FOR WILDWOOD AVENUE BRIDGE OVER INTERSTATE 4

Resolution No. 2010-M-83

WHEREAS, Orange County, a charter county and political subdivision of the State of Florida, pursuant to its home rule power, has authority to lease real property for public purposes; and

WHEREAS, Orange County intends to construct a bridge spanning Interstate 4 within the area described in the State of Florida Department of Transportation Airspace Agreement ("Airspace Agreement") attached hereto and made a part hereof by this reference; and

WHEREAS, the purpose of said bridge is to connect the Wildwood Area Road Network (Street B) on either side of Interstate 4, which the Orange County Board of County Commissioners (the "Board") declares to be in the public interest; and

WHEREAS, the Florida Department of Transportation ("FDOT") requires that Orange County, as a condition of receiving permission to construct and maintain the bridge on FDOT's right-of-way, must enter into a lease of the airspace the bridge is to occupy.
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

1. The Board hereby determines (i) that design, construction, and maintenance of the Wildwood Area Road Network (Street B) bridge over Interstate 4 will provide a necessary connection for the Wildwood Area Road Network (Street B), which will extend from International Drive over Interstate 4 to Palm Parkway and ultimately to Apopka Vineland Road, and (ii) that the bridge, and corresponding roadway network it provides, is in the public interest.

2. The Board hereby determines that it is in the public interest to enter into the Airspace Agreement with FDOT in order to secure permission to construct and maintain the bridge over Interstate 4.

3. The Board hereby directs the County Mayor to execute the Airspace Agreement on behalf of Orange County and to transmit it to FDOT for execution along with a certified copy of this Resolution.

4. This Resolution shall become effective upon its adoption by the Board.

ADOPTED this ___ day of NOV 2 3 2010, 2010.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: [Signature]
Richard T. Crotty
Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners
By: [Signature]
Deputy Clerk
AIRSPACE AGREEMENT

ITEM/SEGMENT NO: 75280-2413
MANAGING DISTRICT: Five
F.A.P. No.: 7528-413 (Fed. Div. No. 3)
STATE ROAD No.: 400(I-4)
COUNTY.: Orange
PARCEL NO.:  

THIS AGREEMENT, made this __________ day of __________, _________, between Orange County, a Charter County and Political Subdivision of the State of Florida (Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida (State).

WITNESSETH:

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway’s established gradeline, lying with the approved right of way limits on a Federal Aid System, to be accomplished pursuant to an airspace agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of State Road 400 (I-4) which includes the property described in Exhibit “A,” attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace above or below gradeline of the property described in Exhibit “A,” attached and made a part hereof for the following purpose: Construction, operation, repair and maintenance of a bridge over I-4 for pedestrian and vehicle traffic.

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set
forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. **Premises** The premises hereto are true and correct and form an integral part of this Agreement.

2. **Term** The Department does hereby lease unto Lessee the airspace above or below gradeline of the property for a period of See Addendum beginning with the date of this Agreement. One renewal of this Agreement may be made for (See Addendum). However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed in any way grant an interest in the property lying below said airspace.

3. **Rent**

   a. Lessee shall pay to the Department as rent each ☐ month, ☐ quarter, ☐ year on or before the first day of each rent payment period, __N/A__ plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee’s violation of a term or condition of this Agreement.

   b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

   c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: N/A

   d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

   e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.
4. **Use, Occupancy, and Maintenance**

   a. The Lessee shall be responsible for developing and operating the airspace as set forth herein.

   b. The Lessee’s proposed use of the airspace is as follows: Construction, operation, repair, and maintenance of a bridge over I-4 for pedestrian and vehicle traffic.

   c. The general design for the use of the airspace, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the airspace in relation to the highway facility are set forth in composite Exhibit “B” attached hereto and by this reference made a part hereof. In addition, said composite Exhibit “B” also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit “B.”

   d. Any change in the authorized use of the airspace or revision in the design or construction of the facility described in Exhibit “B” shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

   e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

   f. Lessee, at Lessee’s sole cost and expense, shall maintain the facility to occupy the airspace so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.
g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the airspace shall not adversely affect the use, safety, appearance, or enjoyment of the highway by smoke, fumes, vapors, odors, droppings, or any other objectionable discharges or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the airspace, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the airspace.

k. Lessee shall not occupy, use, permit, or suffer the airspace, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the airspace under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. **Indemnification.** To the extent provided by the provisions of Florida Statute 768.28, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during
the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department’s failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Note: No longer required for local governments.

6. **Insurance** Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than Orange County self-insured ($0.00) for bodily injury or death to anyone person or any number of persons in any one occurrence and not less than Orange County self-insured ($0.00) for property damage, or a combined coverage of not less than Orange County self-insured ($0.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least thirty (30) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department as additional named insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. **Termination**

a. This Agreement may be terminated by either party without cause upon (See Addendum) days prior written notice to the other party.
b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice. In the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.

c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee’s failure to comply with the foregoing notice provision may result in the Department’s refusal to renew the Agreement.

d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.

e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee’s expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.

f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose or is abandoned.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages or any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee’s loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages
flowing from adjacent properties owned or leased by Lessee as a result of Lessee’s loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee’s loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

9. Miscellaneous

a. The airspace and lessee’s rights under this Agreement shall not be transferred, assigned, or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix “C”) and 49 CFR Part 21, Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the ground of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 15 CFR Part 8, Subpart A.

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee’s own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.
d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. 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. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

[SIGNATURES APPEAR ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: __________________________
   District Secretary

Name: ____________________________

Attest: ____________________________

Name/Title: __________________________

Legal Review:

______________________________
District Counsel

Name: ____________________________
COUNTY

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: ____________________________
   Richard T. Crotty
   Orange County Mayor

Date: ____________________________

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

By: ____________________________
   Deputy Clerk
ADDENDUM

1. All improvements shall be designed and constructed in accordance with construction plans and specifications approved by the Department and consistent with the requirements of the Department and, if necessary, the Federal Highway Administration. Said plans shall include an appropriate plan for maintenance of traffic. The Lessee shall assure that a load rating is submitted on any vehicular bridges prior to the final submission of the structure plans for Department review. Structures shall not be opened to traffic until the Lessee has a signed and sealed final bridge load rating that meets the requirements for all Florida legal loads completed.

2. Lessee shall have the affirmative responsibility to locate all existing utilities, both arterial and underground. All of the utility locations shall be represented on the construction plans, including plan view and cross-sections. All utility conflicts shall be fully resolved directly with the applicable utility. Lessee shall be obligated to design around any utility installation for which the conflict cannot be resolved. If Lessee desires to relocate existing utilities to accommodate Lessee’s facilities, the Lessee shall be responsible for making all arrangements directly with the affected utility, including, but not limited to, obtaining an FDOT utility permit for each utility to be relocated. Lessee acknowledges that any relocation will be subject to the voluntary cooperation of the utility and Lessee may have to bear the expense of the relocation.

3. The work performed may require authorization, under the Clean Water Act, by the U.S. Environmental Protection Agency for storm water discharges from construction sites. Lessee is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the bridge. This Airspace Agreement shall constitute the existence of a sufficient interest for Lessee to obtain all permits in Lessee’s name.

4. The Department shall appoint and authorize a single individual to serve as the Department’s representative to coordinate and manage the Department review of Lessee activities pursuant to this Agreement. The individual shall have the authority to act on behalf of the Department in all matters relative to this Agreement, and his or her approval shall be binding on the Department. Lessee shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work. The representative for this project is as follows: Mark Robinson (386-943-5727). Lessee shall provide the Department with a contact name and phone number for reporting deficiencies that may be discovered during the service life of the structure. Lessee’s contact is as follows: Public Works Director, Mark Massaro (407-836-7971) or County Engineer, Joe Kunkel (407-836-7973).
5. Lessee shall perform all required testing associated with the design and construction of the necessary improvements in accord with Department standards and requirements. Lessee shall, as directed by the Department representative, procure independent assurance testing. Said testing results shall be provided to the Department representative. The Department shall have the right, but not the obligation, to perform such independent testing from time to time during the course of the construction.

6. Lessee shall utilize only a Department pre-qualified prime contractor ("Contractor") and a Department qualified construction engineering and inspection firm ("CEI") to perform the work.

7. Lessee shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the Department; provided, however, in the event of an emergency, Lessee shall immediately make any necessary changes and notify the Department after the modifications.

8. The Department may request and shall be granted a conference with Lessee and, at Lessee’s option, Lessee’s CEI firm, to discuss any part of the work that the Department determines to be inconsistent with the previously approved design plans or the Department’s specifications. After such a meeting, if the Department determines that construction activities are being performed inconsistent with these standards, the parties will follow the following process: (1) the Department will notify Lessee of its determination of inconsistency, specifying the inconsistencies; (2) within seven days of such notification, Lessee will develop a proposed corrective action with a time frame for accomplishing same; (3) Lessee will monitor the corrective action and provide the Department with such status reports at such intervals as are reasonable based on the corrective action undertaken; (4) the Department may, but is not obligated to, review independently the progress of the corrective action; (5) if the Department determines the corrective actions is not being done sufficiently, it shall notify Lessee in writing that the operation will cease within seventy-two hours and (6) Lessee will stop all work within such seventy-two hours until an acceptable resolution is reached. If the Department determines a condition exists which threatens the public’s safety, the Department may, at its discretion, issue an immediate stop work order.

9. Lessee shall have the continuous obligation to monitor the maintenance of traffic and construction operations during the course of the work so that the safe and efficient movement of the traveling public is maintained. Lessee is further obligated to make such changes to the maintenance of traffic plan as may be necessary. During construction, Lessee shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the project area in accordance with
the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, the Department’s Standard Specifications for Road and Bridge Construction, the Department’s Design Standards, and the Department’s Plans Preparation Manual as those sources may be amended from time to time. Lessee may assign the responsibility of this paragraph to the Contractor or its CEI for the construction of the road improvements.

10. Construction shall be completed within two years of the date of issuance of the execution of this Agreement.

11. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the state’s right, title and interest in the land to be entered upon and used by Lessee.

12. Upon completion of the work in accord with the Plans, Lessee shall furnish a set of “as-built” plans certified by the Engineer that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, or otherwise conform to or meet generally accepted professional practices. In addition, Lessee shall, at such time, provide the Department with such other construction records from the project as the Department may request (such as pile driving records, bridge load rating records, density log book etc.).

13. In the event contaminated soil is encountered by the Lessee or anyone within the Department right of way, the Lessee shall immediately cease work and notify the Department. The Department shall coordinate with the appropriate agencies and notify the Lessee of any required action related thereto.

14. Lessee shall be the owner and maintainer of any improvements. The Lessee shall be responsible for having any bridge structures inspected by qualified inspectors per Florida Statutes. These inspections are to be recorded in the Department’s bridge inventory database (currently Pontis). The Lessee shall be responsible for a post-construction inspection of any bridge structure by a qualified inspector that is also recorded in the Department’s bridge inventory database.
15. Notwithstanding anything contained in the Agreement to the contrary, the term of the 
Agreement shall be perpetual unless terminated earlier pursuant to the provisions of this 
Addendum Section 1.

In the event the Department initiates any transportation project that could impact the 
facilities constructed pursuant to this Agreement, the Department will notify Lessee of 
the initiation of the project and provide Lessee with the opportunity to provide input into 
the project development and project design efforts of the Department. The Lessee and 
the Department agree to work together through these processes with the goal of 
minimizing any negative impacts to said facilities; however, nothing herein shall be 
deemed to prevent the Department from ultimately exercising its discretion as to the 
planning, design, construction, operation and maintenance of transportation facilities. In 
the event those efforts do not result in an agreed approach to the Department’s project 
and the Department determines that Lessee’s use conflicts with the transportation project, 
the Department may terminate this agreement no earlier than six (6) months after 
providing written notice of intent to terminate.

During the six month period, Lessee will have a final opportunity to propose to 
modifications to Lessee’s use to eliminate the conflict. Lessee’s proposal shall be in 
writing and shall provide sufficient information for the Department to determine that the 
proposed modification eliminates the conflict. In the event Lessee does not provide 
sufficient information or the Department determines that in the Department’s sole 
judgment, the conflict is not sufficiently eliminated, the Department shall notify the 
Lessee in writing the Agreement will be terminated effective the later of the end of the 
original six month period of three (3) months from this subsequent notice.

16. Notwithstanding anything contained in the Agreement to the contrary, no rental payment 
shall be required during the term of this Agreement.

17. Notwithstanding anything contained in the Agreement to the contrary, Lessee is 
permitted to self-insure in lieu of the insurance requirements provided in Section 6 of the 
Agreement. Lessee shall provide the Department written proof of said self insurance 
upon request.
Exhibit A
SKETCH OF DESCRIPTION

STREET & BRIDGE
AERIAL PARCEL
PURPOSE: AERIAL RIGHTS

LEGAL DESCRIPTION

AN AERIAL PARCEL FOR ROAD AND BRIDGE PURPOSES OVER AND ABOVE THAT PORTION OF STATE ROAD 400 (INTERSTATE 4) LYING IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BOTTOM PLANE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A 6" X 6" CONCRETE MONUMENT WITH 3/4" IRON PIPE HAVING NO IDENTIFICATION AT THE WEST QUARTER CORNER OF SAID SECTION 14, THENCE NORTH 89'27"31" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 14 A DISTANCE OF 1,317.69 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 400 AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 75280-2413, THENCE SOUTH 38'37"35" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 579.38 FEET TO THE POINT OF BEGINNING, HAVING AN ELEVATION OF 160.00 FEET; THENCE SOUTH 51'21"11" EAST DEPARTING SAID RIGHT-OF-WAY LINE A DISTANCE OF 400.00 FEET TO A POINT ON THE CENTERLINE OF AFOREMENTIONED STATE ROAD 400, HAVING AN ELEVATION OF 161.00 FEET; THENCE CONTINUE SOUTH 51'21"11" EAST A DISTANCE OF 400.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED STATE ROAD 400, HAVING AN ELEVATION OF 160.00 FEET; THENCE SOUTH 38'37"35" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 170.00 FEET TO A POINT, HAVING AN ELEVATION OF 160.00 FEET; THENCE NORTH 51'21"11" WEST DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 400.00 FEET TO A POINT ON THE CENTERLINE OF AFOREMENTIONED STATE ROAD 400, HAVING AN ELEVATION OF 161.00 FEET; THENCE CONTINUE NORTH 51'21"11" WEST A DISTANCE OF 400.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED STATE ROAD 400, HAVING AN ELEVATION OF 160.00 FEET; THENCE NORTH 38'37"35" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING; THE TOP PLANE OF THE VERTICAL SPACE OF SAID EASEMENT SHALL BE 70.00 FEET ABOVE SAID ELEVATIONS CITED FOR THE BOTTOM PLANE; ALL AFOREMENTIONED ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AS PUBLISHED BY ORANGE COUNTY PUBLIC WORKS DEPARTMENT - SURVEY SECTION, BENCHMARK "L-685-002", HAVING AN ELEVATION OF 124.552 FEET. AND BENCHMARK "L-685-004", HAVING AN ELEVATION OF 108.447 FEET.

CONTAINING 3.122 ACRES MORE OR LESS.

SURVEYORS NOTES:

1. Survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. Bearings shown hereon are based on the North line of the South half of Section 14 as being N89°27'31"E (assumed).
3. This sketch is not a survey.

CERTIFIED TO: FLORIDA DEPARTMENT OF TRANSPORTATION

I CERTIFY THAT THIS SKETCH MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 81537-8 FLORIDA ADMINISTRATIVE CODE PURSUANT TO FLORIDA STATUTE 472.021

BY: ROBERT D. SEARS P.S.W. FLORIDA REGISTRATION NO. 4283
LEGAL DESCRIPTION

FENTON STREET BRIDGE
SUPPORT AND MAINTENANCE PARCELS A, B, AND C

EASEMENTS FOR SUPPORT AND MAINTENANCE OF A BRIDGE WITHIN THOSE PORTIONS OF STATE ROAD 400 (INTERSTATE 4) LYING IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT A 6" X 6" CONCRETE MONUMENT WITH 3/4" IRON PIPE HAVING NO IDENTIFICATION AT THE WEST QUARTER CORNER OF SAID SECTION 14, THENCE NORTH 89°27'31" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 14 A DISTANCE OF 1,317.69 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 400 AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 75280–2412; THENCE SOUTH 38°37'35" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 579.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 51°21'11" EAST DEPARTING SAID NORTHERLY RIGHT–OF–WAY LINE A DISTANCE OF 205.00 FEET TO A POINT; THENCE SOUTH 38°37'35" WEST A DISTANCE OF 170.00 FEET TO A POINT; THENCE NORTH 51°21'11" WEST A DISTANCE OF 205.00 FEET TO A POINT ON THE NORTHERLY RIGHT–OF–WAY LINE OF AFOREMENTIONED STATE ROAD 400; THENCE NORTH 38°37'35" EAST ALONG SAID NORTHERLY RIGHT–OF–WAY LINE A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 34,850 SQUARE FEET MORE OR LESS.

PARCEL B

COMMENCING AT A 6" X 6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE HAVING NO IDENTIFICATION AT THE WEST QUARTER CORNER OF SAID SECTION 14, THENCE NORTH 89°27'31" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 14 A DISTANCE OF 1,317.69 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 400 AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 75280–2412; THENCE SOUTH 38°37'35" WEST ALONG SAID NORTHERLY RIGHT–OF–WAY LINE A DISTANCE OF 579.38 FEET TO A POINT; THENCE SOUTH 51°21'11" EAST DEPARTING SAID NORTHERLY RIGHT–OF–WAY LINE A DISTANCE OF 395.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 51°21'11" EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 38°37'35" WEST A DISTANCE OF 170.00 FEET TO A POINT; THENCE NORTH 51°21'11" WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 38°37'35" EAST A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,700 SQUARE FEET MORE OR LESS.
SKETCH OF DESCRIPTION
STREET B BRIDGE
MAINTENANCE AND SUPPORT PARCELS
PURPOSE: MAINTENANCE AND SUPPORT

PARCEL C

COMMENCING AT A 6" X 6" CONCRETE MONUMENT WITH 3/4" IRON PIPE HAVING NO IDENTIFICATION AT THE WEST QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 89°27'31" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 14 A DISTANCE OF 1,317.69 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 400 AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 75280-2413; THENCE SOUTH 38°37'35" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 579.38 FEET TO A POINT; THENCE SOUTH 51°21'11" EAST DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 595.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 51°21'11" EAST A DISTANCE OF 205.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED STATE ROAD 400; THENCE SOUTH 38°37'35" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 170.00 FEET TO A POINT; THENCE NORTH 51°21'11" WEST DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 205.00 FEET TO A POINT; THENCE NORTH 38°37'35" EAST A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 34,850 SQUARE FEET MORE OR LESS.
SKETCH OF DESCRIPTION
STREET B BRIDGE
AERIAL PARCEL
PURPOSE: AERIAL RIGHTS

P.O.C.
RECOVERED 6"X6" CONCRETE
MONUMENT WITH 3/4" IRON PIPE
(NO IDENTIFICATION) WEST 1/4
CORNER SECTION 14, 24, 28

N LINE OF THE SOUTH 1/2 OF SECTION 14
1317.69' N89°27'31"E
4001.21' N89°27'31"E

P.O.B.
EL = 160.00

170.00' N38°37'35"E

9.63'
EL = 160.00

LEGEND:
EL = ELEVATION
R/W = RIGHT OF WAY
P.O.B = POINT OF BEGINNING
P.O.C = POINT OF COMMENCEMENT
C = CENTERLINE

STATE ROAD 400
R/W MAP SECTION 75380-2415

SCHEMATIC OF DESCRIPTION
STATE ROAD 400
R/W MAP SECTION 75380-2415

SEARS SURVEYING COMPANY
1160 Solano Avenue
Winter Park, Florida 32789 (407) 645-1332
Florida Licensed Business No. 5736
SKETCH OF DESCRIPTION
STREET B BRIDGE
MAINTENANCE AND SUPPORT PARCELS
PURPOSE: MAINTENANCE AND SUPPORT

P.O.C.
RECOVERED 8"x8" CONCRETE MONUMENT WITH 3/4" IRON PIPE (NO IDENTIFICATION) WEST 1/4 CORNER SECTION 14-24-28
N LINE OF THE SOUTH 1/2 OF SECTION 14
1317.69' N89°27'31"E
4001.21' N89°27'31"E

LEGEND:
= ELEVATION
R/W = RIGHT OF WAY
P.O.B = POINT OF BEGINNING
P.O.C = POINT OF COMMENCEMENT
= CENTERLINE

LINE TABLE

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CONSTRUCTION PLANS FOR
WILDWOOD AREA ROAD NETWORK (STREET B)
DISTRICT NO. 1
ORANGE COUNTY, FLORIDA

PHASE II

BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 44+92.29 F Construction
& SURVEY PALM PARKWAY

BEGIN BRIDGE
STA. 120+40.00 % CONST STREET B

END BRIDGE
STA. 124+60.00 % CONST STREET B

PROJECT LENGTH IS BASED ON CONSTRUCTION

LENGTH OF PROJECT

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CERTIFICATION TO PLANS


BOARD OF COUNTY COMMISSIONERS

RICHARD F. DOTTREY, MAJORITY
S. SCOTT BONJIE, DISTRICT 1
FRED BRUNNER, DISTRICT 2
LORI CRUZ, DISTRICT 3
UMIA STEWART, DISTRICT 4
DALE SEGAL, DISTRICT 5
TITANYN HOOKE RUSSELL, DISTRICT 6
MARK V. BARGARD, P.E., PUBLIC WORKS DIRECTOR

Date: May 1, 2023