



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 4**

**DATE:** January 12, 2022

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager  
Real Estate Management Division *MTC*

**FROM:** Stephanie Williamson, Senior Acquisition Agent *SW/MTC*  
Real Estate Management Division

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

**DIVISION:** **Real Estate Management Division**  
**Phone: (407) 836-7090**

**ACTION REQUESTED:** Approval and execution of Right of Entry and Access Agreement between Se'Belle Smith Dymmek, Smith Dymmek, LLC, and Orange County, and authorization to disburse funds to pay the recording fees, and to record the instrument.

**PROJECT:** Big Sand Lake Drawdown  
  
District 1

**PURPOSE:** To provide right of entry to place two temporary pumps, intake and discharge piping.

**ITEMS:** Right of Entry and Access Agreement  
(Parcel 701ROE)  
Cost: Donation  
Size: 7,068 square feet

**BUDGET:** Account No.: 1079-068-2437-3148

**FUNDS:** \$401 Payable to Orange County Comptroller  
(for recording fees)

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Environmental Protection Division

**REMARKS:** To provide a right of entry for a project that will reduce the potential water quality issues associated with inundated drain fields, septic tanks, and berm and swales and to reduce navigation hazards related to submerged docks. This project includes the placement of two temporary pumps, intake, and discharge piping. This project is being conducted at the request of and funded by the Big Sand Lake Municipal Service Taxing Unit.

JAN 25 2022

THIS INSTRUMENT PREPARED  
BY AND RETURN TO:

A. KURT ARDAMAN, ESQUIRE  
FISHBACK DOMINICK  
1947 LEE ROAD  
WINTER PARK, FLORIDA 32789

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**RIGHT OF ENTRY AND ACCESS AGREEMENT**

**THIS RIGHT OF ENTRY AND ACCESS AGREEMENT** ("Agreement") is entered into this \_\_\_ day of JAN 25 2022, 202\_ (the "Effective Date") by and between SE'BELLE SMITH DYMMEK, as to an undivided  $\frac{3}{4}$  interest and SMITH DYMMEK, LLC, as to an undivided  $\frac{1}{4}$  interest whose address is Post Office Box 421059, Kissimmee, Florida 34742 ("Dymmek"), and ORANGE COUNTY, a political subdivision of the State of Florida whose address is Post Office Box 1393, Orlando, Florida 32802-1393 (the "County"). Dymmek and County may each be referred to herein as a "Party" and collectively as "Parties".

**RECITALS:**

**WHEREAS**, Dymmek is the fee simple owner of lands in Orange County, Florida with tax parcel identification numbers 11-24-28-0000-00-003 and 11-24-28-0000-00-004 (collectively the "Property"), a portion of which Property is needed for the County's Big Sand Lake Drawdown Project which Project is described by the County on the attached Exhibit "1" ("Project"); and

**WHEREAS**, the County needs and has requested that Dymmek provide for the County's use of a portion of the Property for the Project which portion of the Property is particularly described and identified on the attached Exhibit "2" ("Staging Area"); and

**WHEREAS**, Dymmek is willing to grant to the County access and a right of entry onto the Staging Area for the limited purpose of the staging of pumps, tanks, and ancillary equipment for the Project's lake drawdown activities, provided the terms, conditions, and provisions of this Agreement are met; and

**WHEREAS**, County and Dymmek wish to confirm that the Project will not interfere with the Florida Department of Transportation ("FDOT") Beyond the Ultimate Project, FDOT's work required to comply with that certain Off System Project Agreement executed by the County on April 23, 2019 and by FDOT on May 3, 2019 ("Off System Agreement") for the Big Sand Lake Outfall project and widening of Turkey Lake Road, a copy of which Off System Agreement is attached hereto as Exhibit "3" which project is provided for therein and is referred to as the "Big Sand Lake Outfall Project"; and that certain Stipulated Order of Taking and Final Judgment by and between FDOT and Dymmek dated August 28, 2020, as amended ("SOTFJ") recorded under Doc #20200460317 of the Public Records of Orange County, Florida; and

**WHEREAS**, in lieu of monetary compensation to be paid by the County to Dymmek for Dymmek entering into this Agreement, the County and Dymmek have agreed on the provisions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the above Recitals, the provisions herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and agreed, the County and Dymmek agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as material provisions of this Agreement by reference.

2. **Right of Entry.** Dymmek hereby grants to the County and the County's agents, consultants, officers, contractors, and elected and appointed officials temporary access and right of entry onto the Staging Area in connection with the Project for the limited purpose of the staging of pumps, tanks, and ancillary equipment for the lake drawdown activities for the period of time described in the Project. The County shall use good faith efforts to commence the Project within sixty (60) days after the Effective Date. The Project shall be completed no later than February 24, 2023. The rights provided to the County under this Agreement constitute a license and do not constitute an easement or other interest in real property.

3. **Indemnification and Property Restoration.** Neither Party to this Agreement shall be deemed to assume any liability for the acts, omissions, and/or negligence of the other Party. County, to the extent permitted by applicable law, does hereby covenant and agree to defend, release, indemnify, and hold Dymmek harmless from and against any and all claims, suits, judgments, damages, losses, and expenses (including reasonable attorneys' fees and costs), or demands arising from injuries or death of persons and damage to property resulting from the County's exercise of its rights under this Agreement, to the extent caused by the negligent or wrongful act or omission of any employee of the County while acting within the scope of the employee's office or employment under circumstances in which the County, if a private person, would be liable to the claimant, in accordance with the general laws of Florida. Nothing in this Agreement shall be deemed to be a waiver of the provisions and protections provided in Section 768.28, Florida Statutes, or of the County's sovereign immunity (except to the extent provided in Section 768.28, Florida Statutes), and, notwithstanding anything in this Agreement to the contrary, under no circumstances shall County be liable to Dymmek under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability. Further, on or before completion of the Project, but in no event later than February 24, 2023, the County, at the County's cost, shall restore the Property and Staging Area to the same or better condition existing prior to the County's construction activities except to the extent improvements required by the Big Sand Lake Outfall Project and the SOTFJ have been made which improvements the County will preserve intact.

4. **County Assurances.** The County agrees not to interfere with, block, damage, or prevent and hereby expressly agrees to and approves the ditch/County drainage easement crossings described in the SOTFJ as they exist as of the Effective Date and as to be constructed and improved by FDOT pursuant to the Off System Agreement and SOTFJ, including

the Ditch Crossing as described in the SOTFJ to be located within the cross-hatched area shown on Page 3 of Exhibit "2". The County agrees that once the FDOT completes its work as required by the SOTFJ and the Off System Agreement, the County's Environmental Protection Division's ("EPD's") contractor will maintain, repair, and replace (as needed) the ditch/County drainage easement crossings as described in the SOTFJ such that ingress, egress, and access for the Property as contemplated in the SOTFJ remain open, functional, and useable continuously and without interruption for all purposes. To the extent the County or the work related to the Project damages the ditch/County drainage easement crossings or the Valencia Drainage Canal or outfalls, EPD or EPD's contractor or consultant shall inspect, repair, and replace such damage within thirty (30) days of such damage. In the event the ditch/County drainage easement crossings need to be widened, improved, or enhanced ("Improvements") beyond what is required by the SOTFJ or Off System Agreement, the County agrees to allow such at Dymmek's expense. To the extent permits, permit modifications, and/or approvals are required for the work, obligations, and matters contemplated within this Agreement, the County confirms such have been obtained and, if not obtained as of the Effective Date, the County, at the County's cost, shall obtain such to ensure the provisions in this Agreement are carried out. Funds from the Big Sand Lake MSTU will be used to pay for contractors and construction, engineering, and inspection consultants required to perform EPD's inspection, maintenance, repair, and replacement obligations set forth in this Section.

5. **Fees and Costs.** The County agrees to pay Dymmek's attorneys' fees and costs in connection with the negotiation and drafting of this Agreement in an amount not to exceed \$15,000.00, which shall be paid within ten (10) days after EPD's receipt of an invoice or invoices documenting the actual attorneys' fees and costs incurred.

6. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation relating to this Agreement shall be in Orange County, Florida.

b. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, personal representatives, successors and assigns. Other than the County's right of entry under Section 2 which expires as set forth in Section 2, this Agreement shall remain in full force and effect unless thereafter terminated by mutual written agreement of the Parties.

c. **Entire Agreement; Amendment; Non-Waiver; Interpretation; Prevailing Party.** This Agreement, the Exhibits attached hereto and the agreements and documents referred to herein contain the final and entire agreement between the Parties hereto with respect to the matters contemplated by this Agreement and are intended to be an integration of all prior negotiations and understandings between the Parties related to the Project. Dymmek and County shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change, amendment, or modification of this Agreement shall be valid or binding, unless the same is in writing and signed by and exchanged between the Parties. No waiver of any provision of this Agreement shall be valid or effective unless in writing and signed by the Party against which it is sought to be enforced. Failure or delay of or by a Party to

enforce any provision herein shall not constitute a waiver by such Party. Both Parties have equally been involved in the drafting of this Agreement and neither this Agreement nor any provisions contained herein shall be construed or interpreted more or less favorably to either Party based on drafting. In the event of litigation between the Parties with respect to matters contemplated by this Agreement, each Party shall be responsible for its own attorney's fees and costs except as provided herein.

d. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

e. Effective Date. The effective date of this Agreement (the "Effective Date") shall be the date it is last executed and delivered by Dymmek and the County, and such date shall be inserted on the first page hereof.

f. Recording. This Agreement shall be recorded by either Party in the Public Records of Orange County, Florida, at the County's expense.

(SIGNATURE PAGES TO FOLLOW)

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

Signed, sealed and delivered  
in the presence of:

  
(Witness Signature)

SADIE DYMMEK  
(Witness Print Name)

  
(Witness Signature)

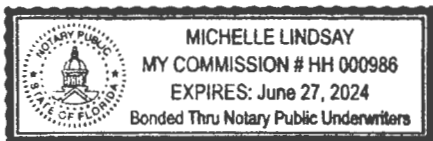
Michelle Lindsay  
(Witness Print Name)

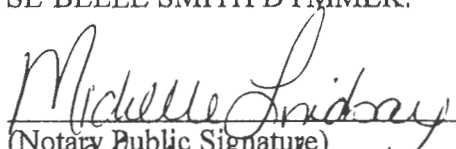
"DYMMEK"

  
SE'BELLE SMITH DYMMEK

STATE OF FLORIDA:  
COUNTY OF Orange :

The foregoing instrument was acknowledged before me by means of physical presence  
this 3<sup>rd</sup> day of December, 2021, by SE'BELLE SMITH DYMMEK.




  
(Notary Public Signature)

Michelle Lindsay  
(Notary Public Print Name)

My Commission Expires:

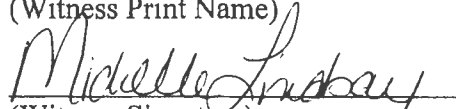
Personally Known ☒ OR Produced Identification ☐  
Type of Identification: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

  
(Witness Signature)

SADIE DYMMEK

(Witness Print Name)

  
(Witness Signature)

Michelle Lindsay  
(Witness Print Name)

"DYMMEK"

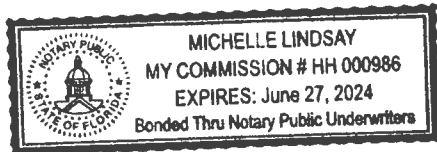
SMITH DYMMEK, LLC, a Florida  
limited liability company

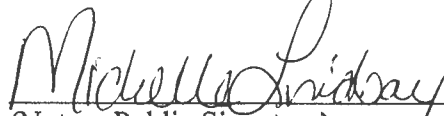
  
By: SE'BELLE SMITH DYMMEK,  
Manager

STATE OF FLORIDA:

COUNTY OF Orange:

The foregoing instrument was acknowledged before me by means of physical presence  
this 3rd day of December, 2021, by SE'BELLE SMITH DYMMEK, as Manager of  
Smith Dymmek, LLC, a Florida limited liability company, on behalf of the company.



  
(Notary Public Signature)  
Michelle Lindsay  
(Notary Public Print Name)  
My Commission Expires:

Personally Known ✓ OR Produced Identification \_\_\_\_\_

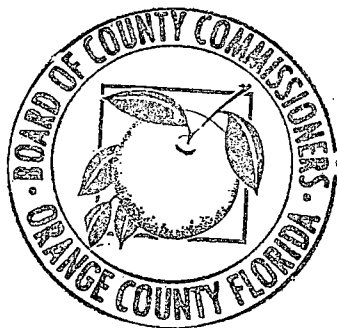
Type of Identification: \_\_\_\_\_



"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County  
Commissioners



By: Bryan. Brooks

17 Jerry Demings  
Orange County Mayor

Date: 25 January 2022

ATTEST: Phil Diamond, CPA, County Comptroller  
Clerk of the Board of County Commissioners

By: Noelia Perez  
for Deputy Clerk

Print Name: Noelia Perez

## **EXHIBIT “1”**

### **(“Project”)**

Big Sand Lake is experiencing water levels reaching an elevation that is a cause of concern for the surrounding properties, many of which are private residences. The Orange County Environmental Protection Division, on behalf of the Big Sand Lake Advisory Board, proposes a temporary mechanical drawdown to alleviate the high water levels in Big Sand Lake for a period not to exceed one (1) year from commencement of the drawdown. The purpose of this project is to reduce the potential water quality issues associated with inundated drain fields, septic tanks, berm and swales; and to reduce navigation hazards related to submerged docks. This project includes placement of two temporary pumps, intake and discharge piping, and a dammed section of the receiving channel.

**EXHIBIT “2”**  
**(“Staging Area”)**

## Sketch of Description

### DESCRIPTION:

A portion of the Southeast 1/4 of Section 11, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 11, Township 24 South, Range 28 East, Orange County, Florida being a found 4"x4" concrete monument with no identification as shown on Florida Department of Transportation Right of Way map, F.P. No. 242484 7, Section 75280 and recorded as Certified Corner Record document number 106073 thence along the East line of the Southeast 1/4 of said Section 11 North 00°25'25" West, a distance of 2,715.07 feet to the Northeast corner of the Southeast 1/4 of said Section 11 being a found 6"x6" concrete monument with a 3/4" iron pipe in the center and no identification as shown on said right of way map and recorded as Certified Corner Record document number 074102; thence South 89°25'21" West along the North line of the Southeast 1/4 of said Section 11, a distance of 132.44 feet to the Westerly Right of Way line of Turkey Lake Road per Orange County Right of Way Map Contract No. Y8-849B as shown on said Florida Department of Transportation Right of Way Map; thence along said Right of Way line the following two (2) courses and distances: South 27°33'00" West a distance of 283.07 feet to the beginning of a non-tangent curve concave Westerly and having a radius of 900.34 feet; thence from a tangent bearing of South 36°35'41" West, run Southwesterly along the arc of said curve, through a central angle of 11°27'36", an arc distance of 180.08 feet, said curve having a chord bearing South 42°19'29" West to the West Right of Way line of Turkey Lake Road per aforementioned Florida Department of Transportation Right of Way map; thence along said West Right of Way line South 48°03'17" West, a distance of 307.32 feet; thence South 48°01'30" West, a distance of 175.49 feet; thence North 41°58'30" West, a distance of 5.00'; thence South 48°01'30" West, a distance of 10.00 feet; thence South 41°58'30" East, a distance of 5.00 feet; thence South 48°01'30" West, a distance of 116.88 feet; thence North 41°58'30" West, a distance of 5.00 feet; thence South 48°01'30" West, a distance of 10.00 feet; thence South 41°58'30" East, a distance of 5.00 feet; thence South 48°01'30" West, a distance of 50.29 feet to the Northerly line of a 60 foot wide ditch easement per Deed Book 455, Page 495, of the Public Records of Orange County, Florida and the POINT OF BEGINNING; thence along said Northerly line North 56°15'48" West, a distance of 469.32 feet; thence departing said Northerly line North 33°44'12" East, a distance of 15.00 feet; thence South 56°15'48" East, a distance of 473.14 feet to said Westerly right of way line; thence along said Westerly right of way line South 48°01'30" West, a distance of 15.48 feet to POINT OF BEGINNING. Containing 7,068 square feet more or less.

PREPARED FOR:  
GEOSYNTEC CONSULTANTS, INC.; ORANGE COUNTY, FLORIDA

### NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING NORTH 00°25'25" WEST.
2. THIS SKETCH AND LEGAL DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS IS NOT A SURVEY.



THIS DOCUMENT HAS BEEN DIGITALLY  
SIGNED AND SEALED BY:

Eric E Cain  
Digitally signed by Eric E  
Cain  
Date: 2021.04.29 14:34:05  
-04'00'

ERIC E. CAIN  
FLORIDA PROFESSIONAL SURVEYOR &  
MAPPER LS 7131

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENT.



ECHO UES, INC.  
CERTIFICATION OF AUTHORIZATION 8184  
400 STATE ROAD 434, SUITE 1024  
OVIEDO, FLORIDA 32765  
888.778.ECHO | [www.echoues.com](http://www.echoues.com)

DATE: 04/29/2021

PROJECT NUMBER: 21-371

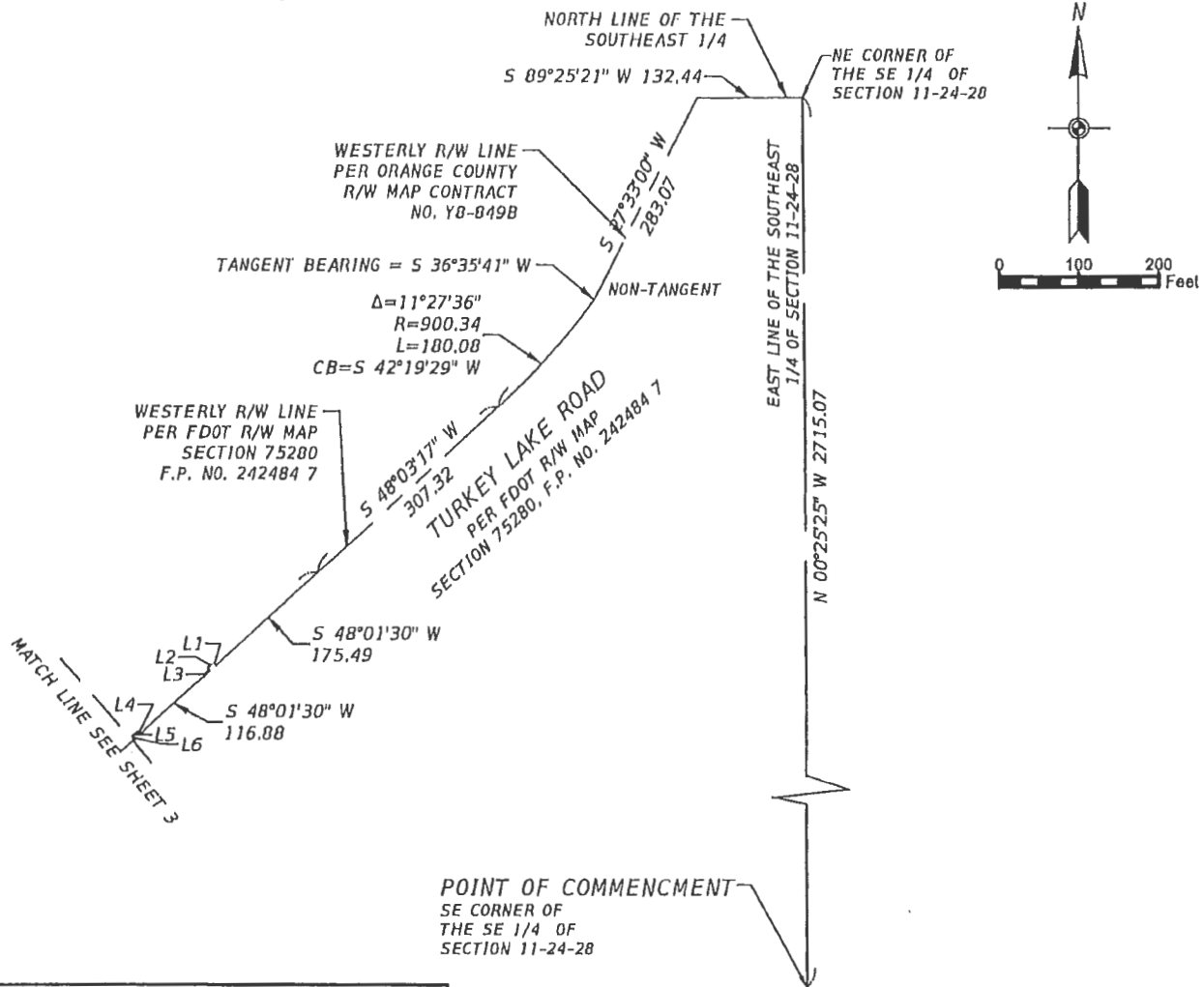
OFFICE: JLG

CHECKED: EC

SCALE:  
N/A

SHEET 01 OF 03

## Sketch of Description



Line Table

Line #	Direction	Length
L1	N 41° 58' 30" W	5.00
L2	S 48° 01' 30" W	10.00
L3	S 41° 58' 30" E	5.00
L4	N 41° 58' 30" W	5.00
L5	S 48° 01' 30" W	10.00
L6	S 41° 58' 30" E	5.00
L7	S 48° 01' 30" W	50.29

## ABBREVIATIONS:

R/W= RIGHT OF WAY  
 $\Delta$  = DELTA  
 R= RADIUS  
 L= LENGTH  
 CB= CHORD BEARING  
 FDOT= FLORIDA DEPARTMENT OF TRANSPORTATION

THIS IS NOT A SURVEY

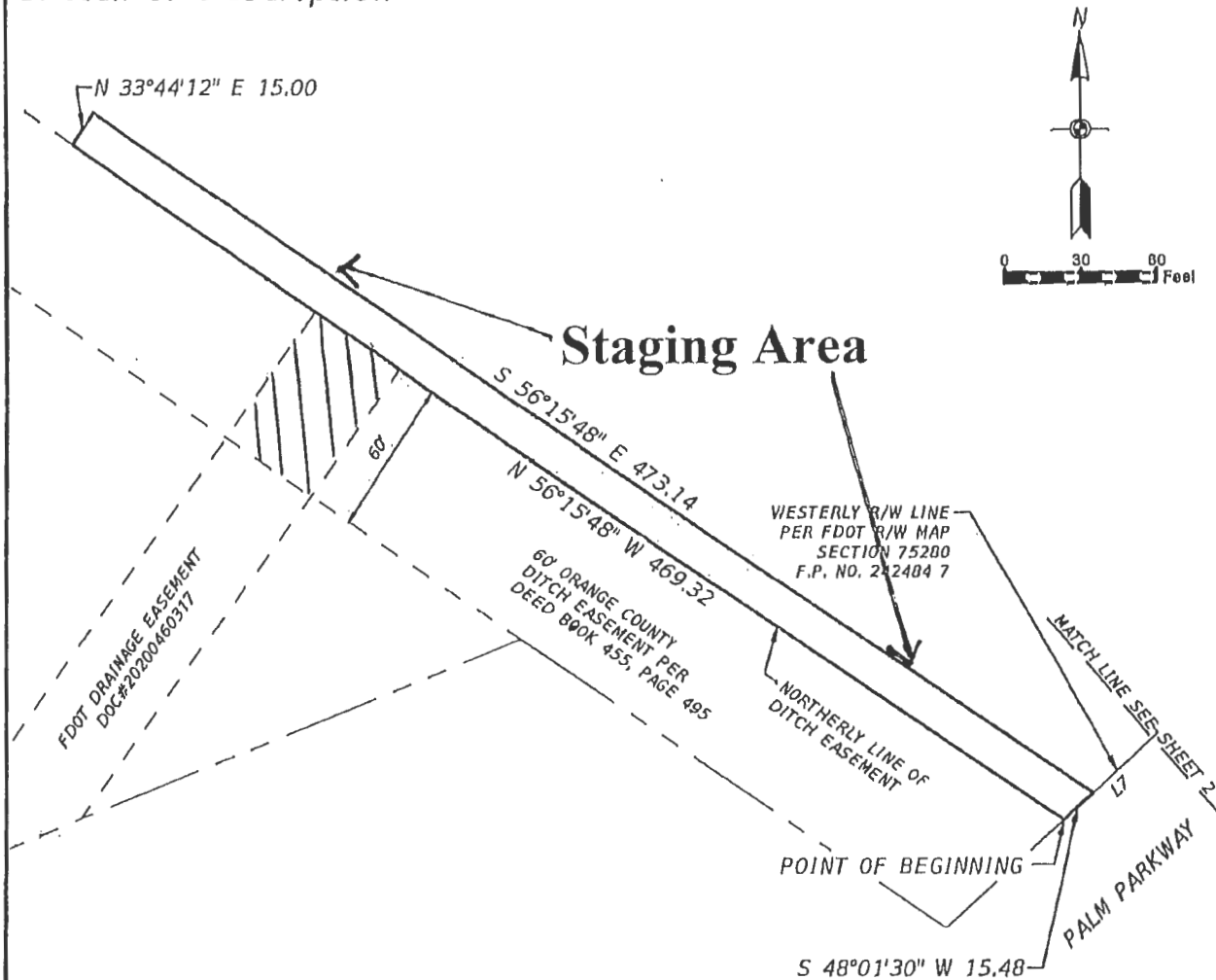


ECHO UES, INC.  
 CERTIFICATION OF AUTHORIZATION 8104  
 400 STATE ROAD 434, SUITE 1024  
 OVIEDO, FLORIDA 32765  
 888.778.ECHO | [www.echoues.com](http://www.echoues.com)

DATE: 04/29/2021  
 PROJECT NUMBER: 21-371  
 OFFICE: JLG  
 CHECKED: EC

SCALE:  
 1"=200'  
 SHEET 02 OF 03

# Sketch of Description



## ABBREVIATIONS:

R/W= RIGHT OF WAY  
 Δ = DELTA  
 R= RADIUS  
 L= LENGTH  
 CB= CHORD BEARING  
 FDOT= FLORIDA DEPARTMENT OF TRANSPORTATION

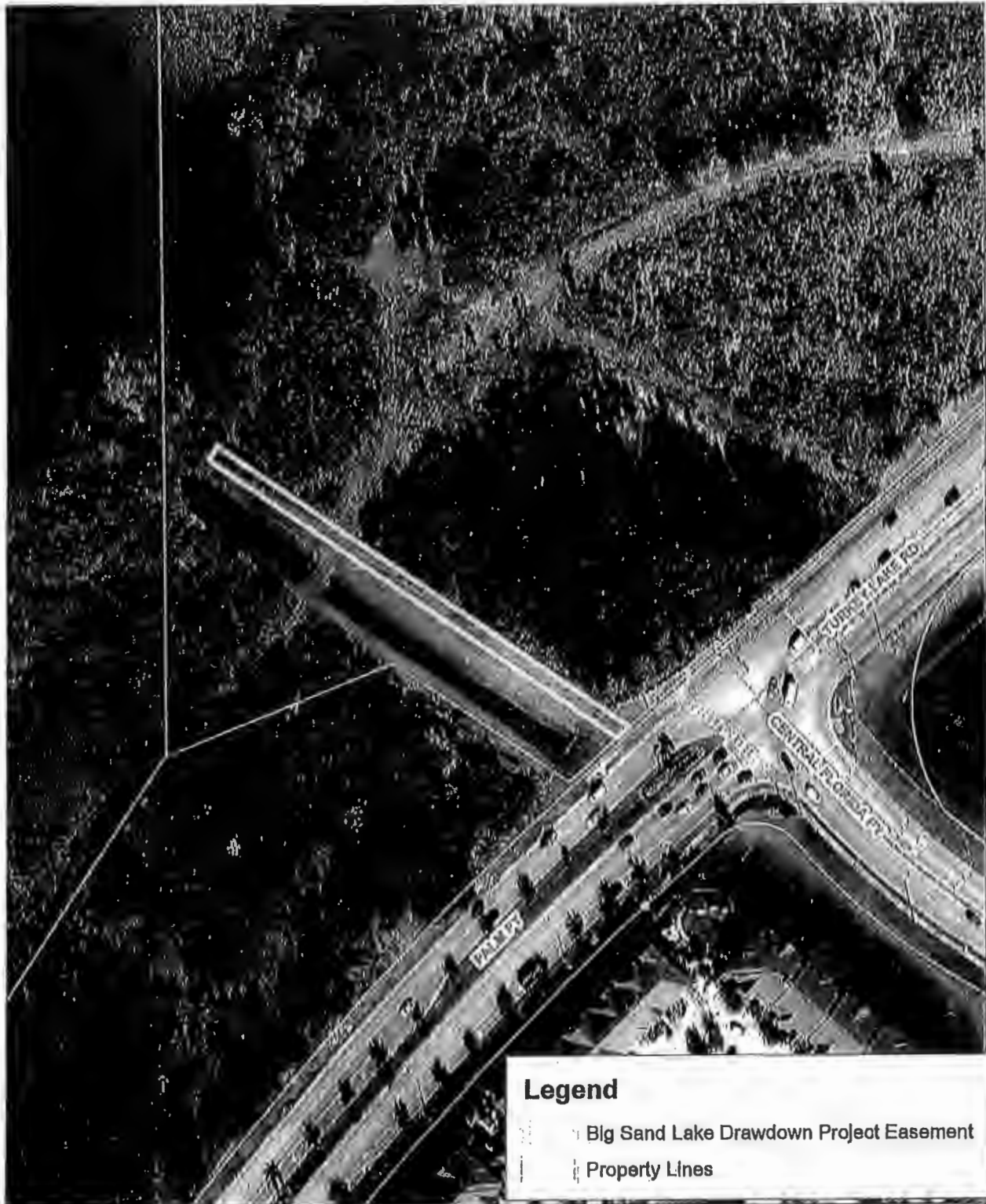
THIS IS NOT A SURVEY



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 CERTIFICATION OF AUTHORIZATION 0104  
 400 STATE ROAD 434, SUITE 1024  
 OVIEDO, FLORIDA 32765  
 888.770.ECHO | [www.echoues.com](http://www.echoues.com)

DATE: 04/29/2021  
 PROJECT NUMBER: 21-371  
 OFFICE: JLG  
 CHECKED: EC

SCALE:  
 1"=60'  
 SHEET 03 OF 03



**EXHIBIT “3”**  
**(“Off System Agreement”)**



APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

BCC Mtg. Date: April 23, 2019

OFF SYSTEM PROJECT AGREEMENT  
Between  
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
("FDOT" or "Department")  
and  
ORANGE COUNTY, FLORIDA, a charter county  
and political subdivision of the State of Florida  
("LOCAL GOVERNMENT")

WHEREAS, the State of Florida Legislature has approved and mandated the FDOT to complete the various projects included in the FDOT's Work Program; and

WHEREAS, included in the FDOT Work Program are Project Numbers FM 242484-7-52-01, 444315-1-52-01, 441113-1-52-01, and 242484-8-52-01, Interstate 4 (I-4) Beyond the Ultimate located in Orange County, Florida, a project partially off and partially on the State Highway System; and

WHEREAS, the parties agree that it is in the best interest of each party for the FDOT to undertake and to complete all aspects of the project, including, but not limited to, right of way acquisition, utility relocation, construction, construction inspection, permitting, post design services and other associated tasks.

NOW THEREFORE,

1. The parties agree that the FDOT will act on behalf of the LOCAL GOVERNMENT to undertake and to complete Project Numbers FM #242484-7-52-01 and FM #242484-8-52-01, generally described as the design and reconstruction of the State Road 400 / Interstate 4 (I-4) Beyond the Ultimate Project and Project Numbers FM #444315-1-52-01 and FM #441113-1-52-01, which are being constructed as a phased approach to the larger BtU projects, hereinafter "Project". The Project shall include the design and construction of the off-system improvements generally described in the Scope of Services, Composite Exhibit "A", attached hereto and all other tasks associated with or arising out of the tasks listed therein. The LOCAL GOVERNMENT will cooperate with and will support the FDOT's work efforts in these regards. The FDOT, in collaboration with LOCAL GOVERNMENT, will have final decision authority with respect to the design of the Project.

2. The LOCAL GOVERNMENT will, through the passage of a formal resolution by its Board of County Commissioners, consent to and authorize the FDOT to act on behalf of, for the benefit of, and in the name of the LOCAL GOVERNMENT, to further do all acts necessary, specifically the construction of improvements in the name of the State of Florida, Department of Transportation for the benefit of the LOCAL GOVERNMENT, including acquiring all necessary right of way, securing all environmental and regulatory permits, acquiring all necessary easements and temporary construction easements, and rights of entry associated with and necessary for the Project. The rights of entry and any temporary construction easements, shall continue in full force and effect throughout the period of time that the construction of the Project is ongoing and shall expire upon completion.

3. To the extent necessary, the LOCAL GOVERNMENT hereby appoints the FDOT as its agent for purposes of the right of way acquisition services under section 337.403(1), Florida Statutes. The LOCAL

GOVERNMENT agrees to cooperate with the FDOT in the acquiring of right of way. The parties agree to meet on a periodic basis, as mutually determined to be necessary, during the acquisition process. The Department will acquire the real property interests associated with Orange County roadways for the benefit of the LOCAL GOVERNMENT in the name of the LOCAL GOVERNMENT.

4. The parties hereto acknowledge that the LOCAL GOVERNMENT is the owner of some of the underlying property necessary for the project and acknowledges that the right of way and the improvements and structures to be located within the right of way, are and will remain under the ownership and control of the LOCAL GOVERNMENT and that the FDOT will not have any ownership interest in the right of way, improvements, or structures located thereon. Notwithstanding the requirements hereof, maintenance during construction of the Project shall be the responsibility of the FDOT and its contractor. All damage caused by FDOT to existing infrastructure which is not contemplated by the construction shall be repaired to equal or better condition.

5. The parties understand and agree that the FDOT and the LOCAL GOVERNMENT shall cooperate with and keep each other well informed of the work efforts and progress hereunder. The FDOT shall have the authority with to make all decisions relating to, and including the need for, change orders and supplemental Agreements associated with the design and construction contract for the Project; provided that FDOT shall consult with the LOCAL GOVERNMENT prior to making any such decision and shall accommodate the LOCAL GOVERNMENT'S reasonable requests.

6. All payment and performance bonds shall be issued in the name of the FDOT. For any part of the Project not located on the State Highway System, all warranties, if any, shall be made in name of and for the benefit of the LOCAL GOVERNMENT. All warranties for work on the State Highway System shall be in the name of the FDOT.

7. The FDOT shall require its Contractor to provide insurance as required by the FDOT construction contract specifications.

8. Upon completion of the Project, but prior to the issuance of the Notice of Final Acceptance, FDOT shall submit to the LOCAL GOVERNMENT written notice that:

- A.
  1. Project Contract Document requirements have been met.
  2. Work has been inspected for compliance with Project Contract Documents.
  3. Work has been completed in accordance with Project Contract Documents.
  4. Equipment and systems have been tested in the presence of LOCAL GOVERNMENT'S representative and are operational.
  5. All minor deficiencies have been corrected or completed and the Project is ready for final inspection.
  6. All operation and maintenance manuals have been submitted and are acceptable including As-Builts.

7. Project record documents are complete and submitted.

B. Upon completion, the FDOT shall issue a Notice of Final Acceptance to the Department's contractor with a copy of said notice being provided to the LOCAL GOVERNMENT.

10. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the Project is completed by the FDOT. The FDOT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

11. The FDOT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes that are associated with the Project and that are made or received by the LOCAL GOVERNMENT in conjunction with this Agreement.

12. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the LOCAL GOVERNMENT to enter into this Agreement or to undertake the Project, the LOCAL GOVERNMENT will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

13. The LOCAL GOVERNMENT shall initiate and prosecute to completion all proceedings or actions necessary to enable the LOCAL GOVERNMENT to provide any necessary funds, if any, for completion of the Project, including, but not limited to, entering into a Locally Funded Agreement with the FDOT.

14. It is understood that the FDOT's participation in said Project is subject to:

- a. ) Legislative approval of the FDOT's appropriation request in the work program year that the Project is scheduled;
- b. ) Availability of funds based on the following limitations:
  - i. ) The FDOT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the FDOT's funding for this Project is in multiple years, funds approved from the Department's Comptroller must be received every year prior to costs being incurred.
  - ii. ) In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of §339.135(6)(a), Fla. Stat. are hereby incorporated: The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year but any contract so made shall be executory

only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

15. The FDOT and the LOCAL GOVERNMENT acknowledge and agree to the following:

- a) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and
- b) The LOCAL GOVERNMENT shall expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term and require contractors to do the same with subs.

16. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

17. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this Agreement. Unless otherwise notified in writing, notices shall be sent to the following:

To LOCAL GOVERNMENT:

Orange County  
Public Works Director  
4200 S. John Young Parkway  
Orlando, Florida 32839

To the FDOT:

State of Florida, Department of Transportation  
Loreen C. Bobo, P.E., Director of Transportation Development  
719 South Woodland Boulevard  
DeLand, FL 32720

18. No modification of this Agreement shall be binding on the Parties unless reduced to writing and signed by a duly authorized representative of the Parties.

19. In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

20. The individual identified as the person to receive notice hereunder shall have the authority to act on

behalf of and to bind the LOCAL GOVERNMENT and the FDOT, respectively, as to all determinations required to be made under the terms of this Agreement.

To LOCAL GOVERNMENT:

Orange County  
Public Works Director  
4200 S. John Young Parkway  
Orlando, Florida 32839

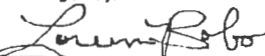
To the FDOT:

State of Florida, Department of Transportation  
Loreen C. Bobo, P.E., Director of Transportation Development  
719 South Woodland Boulevard  
DeLand, FL 32720

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

DocuSigned by:



By: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

Date: 5/3/2019 | 6:08 PM EDT

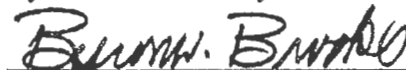
DocuSigned by:

**Daniel McDermott**

FDOT Legal Review

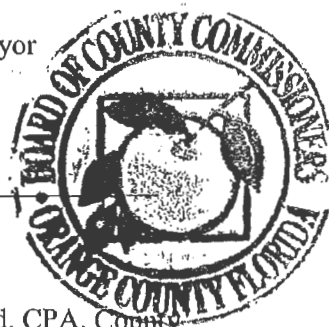
**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners




By: Jerry L. Demings,  
Orange County Mayor

Date: APR 28 2019



ATTEST: Phil Diamond, CPA, County  
Comptroller as Clerk of the Board  
Of County Commissioners

By:



Deputy Clerk

**Katie Smith**

Printed Name

**Exhibit "A"**  
**Scope of Services**  
**FM#242484-7-52-01**

FDOT has committed to performing the construction on LOCAL GOVERNMENT roadways to widen/reconstruct, harmonize and to connect the LOCAL GOVERNMENT'S roadways to the FDOT's Project for I-4 Beyond the Ultimate (I-4 BtU) Segment 2 using federal funding for Project Number FM 242484-7-52-01 from west of Central Florida Parkway to west of Kirkman Road located in Orange County, Florida.

The I-4 BtU Segment 2 project will require work on the following LOCAL GOVERNMENT roadways: Turkey Lake Road, Central Florida Parkway (CFP), Westwood Boulevard, West Entrance Drive and Sand Lake Road/SR 482. The anticipated scope for each roadway is described below:

- **Turkey Lake Road** - Widening and reconstruction to accommodate additional turn lanes at Central Florida Parkway (herein "CFP") and to add through lanes for approximately 2,000 feet to the south of Sand Lake Road. Reconstruction to reduce median and lane widths to accommodate I-4 improvements between CFP and Sand Lake Road. Milling and resurfacing of unreconstructed portions between CFP and Sand Lake Road. Signals will be constructed at the intersections with CFP, Florida Hospital, Westgate Entrance, Ramp from Sand Lake Road, and Sand Lake Road. **Exhibit A-1 through A-5.**
- **Central Florida Parkway** - Reconstruction of the corridor from Turkey Lake Road to Westwood Boulevard including reconstruction of the existing ramps from CFP to I-4 and construction of new ramps to I-4. Signals will be constructed at the intersections with I-4 Westbound Ramps, I-4 Eastbound Ramps, and Westwood Boulevard. **Exhibit A-6A.**
- **Westwood Boulevard** - Widening and resurfacing to accommodate additional turn lanes at the CFP intersection. A signal will be constructed at the intersection with West Entrance Drive. **Exhibit A-6B.**
- **West Entrance Drive** - Reconstruction to accommodate ramps from I-4/SR 528 interchange which are in conflict with the existing bridge. The vertical grade will be reversed with SR 528 and West Entrance Drive will now be under SR 528 rather than over SR 528. This will necessitate demolition of an elevated portion of the roadway on the Orange County Convention Center property and reconfiguration of the affected surface network servicing the Convention Center's West Building, including the pedestrian signal for the Convention Center building entrance. Details for the upgrades will be addressed in a separate agreement. **Exhibit A-7.**
- **Sand Lake Road/SR 482** – Widening and reconstruction from west of Turkey Lake Road to International Drive, including within the limits of the I-4 interchange. The interchange configuration is also being modified and will be configured as a Diverging Diamond interchange, which will involve reconstruction of all the ramp terminals at I-4. The existing westbound left turn at Turkey Lake Road will be replaced with a loop ramp connecting to Turkey Lake Road with a signalized intersection approximately 2,000 feet south of Sand Lake Road. Signals will be constructed at each of the two mainline crossovers, and at the intersection with International Drive. This construction will be performed under the separate

FM 444315-1-52-01. **Exhibit A-8.**

- **Big Sand Lake Drainage System -**
  - Subject to the conditions set forth below as “Conditions for Construction of New Drainage System”, the Department will incorporate into the Department’s Project the construction of a New Drainage System from Big Sand Lake to West of Westwood Boulevard, as is described in the attached Exhibit “C”, herein referred to as “New Drainage System”. The New Drainage System as described in Exhibit “C” generally consists of 48” reinforced concrete pipes and structures to be constructed with lower invert elevations (relative to existing) to mitigate the elevated water levels experienced in Big Sand Lake after heavy rainfall events.
  - The cost to construct the New Drainage System is estimated to be \$268,000.
  - The Department will construct the New Drainage System, subject to the Conditions for Construction of New Drainage System, in accordance with plans and permit(s) provided by LOCAL GOVERNMENT. Upon completion of construction, the Department will turn over to LOCAL GOVERNMENT as built plans for New Drainage System.
  - The cost to construct the New Drainage System will be off-set against the Department’s cost of acquisition of real estate interests from LOCAL GOVERNMENT for the Department’s Project. The off-set of the cost will be a part of the real estate closing for the LOCAL GOVERNMENT’S parcels.
  - Conditions for Construction of New Drainage System must be completely satisfied on or before May 15, 2019, time being of the essence, and must include:
    - LOCAL GOVERNMENT must secure a South Florida Water Management District Permit to allow construction of the New Drainage System, including the right to affect Big Sand Lake; and
    - LOCAL GOVERNMENT must secure a permit or other written authorization to influence and to convey stormwater into and through Valencia Water Control District; and
    - LOCAL GOVERNMENT must produce a final set of signed and sealed plans and specifications produced by a pre-qualified Department engineer of record that are acceptable to the Department; and
    - LOCAL GOVERNMENT must certify that all right of way necessary to construct the New Drainage System, including any easements necessary, all subordinations, and all other documents or instruments necessary to be able to certify that right of way is clear as determined by the Department.
    - If all Conditions for Construction of New Drainage System are not met on or before May 15, 2019, time being of the essence, then Department’s obligation to construct the New Drainage System will be considered released.
    - If all Conditions for Construction of New Drainage System are not met on time, time being of the essence, the Department may elect to construct certain, limited components of the New Drainage System that will allow LOCAL GOVERNMENT to construct on its own at a later date without having to construct the system under I-4 or other parts of the Department’s Project.
- **Mast Arm Upgrades -** LOCAL GOVERNMENT has requested to upgrade multiple strain pole structures located at intersections directly impacted by the Department’s



Project to mast arm structures. Subject to funding availability, the Department agrees to design and to remove the strain poles and to replace them with mast arms and to include said work as a part of the Department's Project. Funding for the upgrades will be addressed in a separate Aesthetics Agreement.

## **Scope of Services**

### **FM#242484-8-52-01**

FDOT has committed to performing the construction on LOCAL GOVERNMENT roadways to widen/reconstruct, harmonize, and to connect the LOCAL GOVERNMENT'S roadways to the FDOT's Project for I-4 Beyond the Ultimate (I-4 BtU) Segment 1B using federal funding for Project Number FM 242484-8-52-01 from east of SR 522 (Osceola Parkway) to west of Central Florida Parkway, located in Orange County, Florida.

The I-4 BtU Segment 1B project will require work on the following LOCAL GOVERNMENT roadways: Daryl Carter Parkway, CR 535, Palm Parkway, Vineland Road, Meadow Creek Drive, Hotel Plaza Boulevard, Winter Garden Vineland Road, CR 435, Central Florida Parkway, and Vinings Way Boulevard. The anticipated scope for each roadway is described below

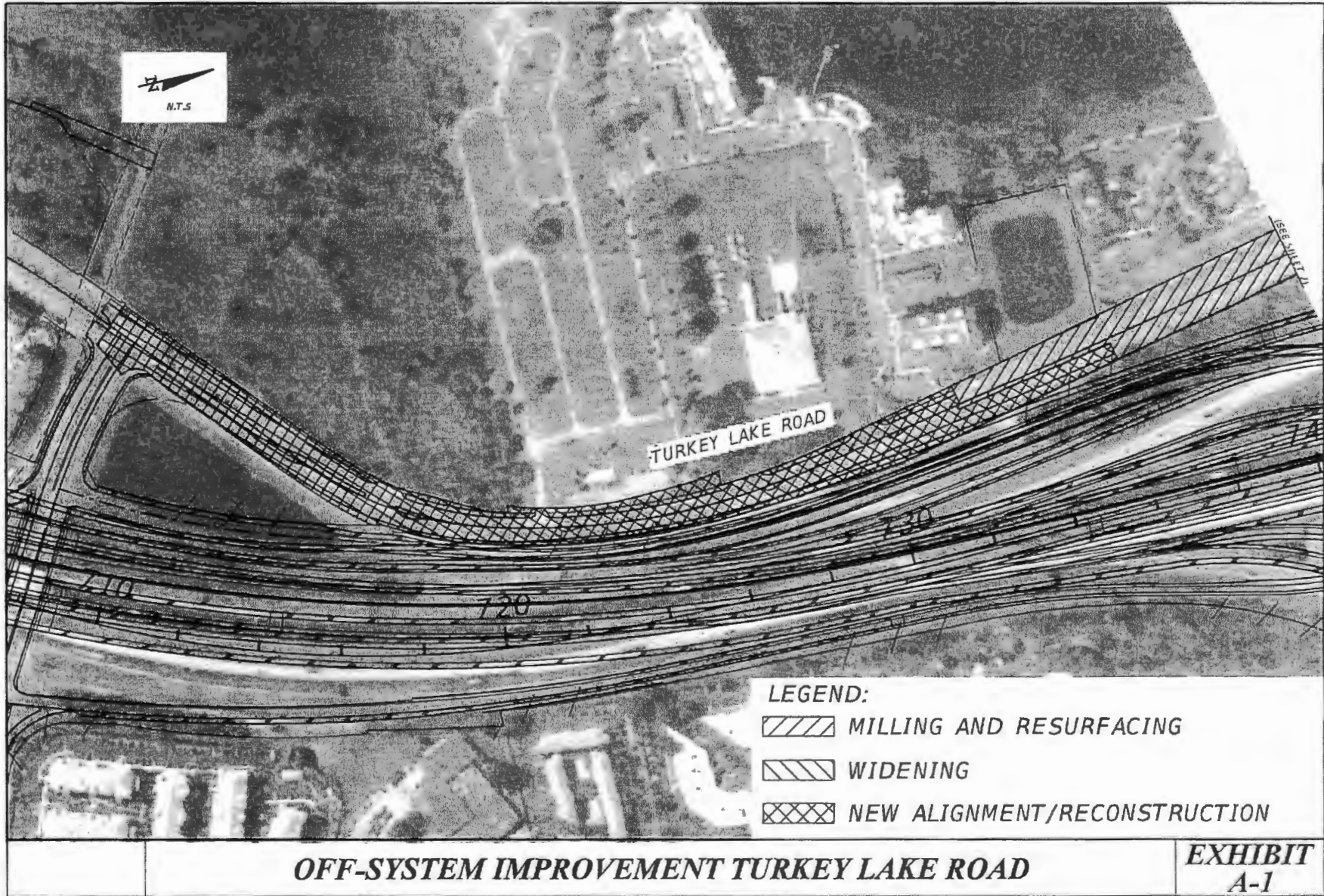
- **Daryl Carter Parkway- Over I-4 from Palm Parkway to Regency Village Drive** - Daryl Carter Parkway will be converted to a Divergent Diamond Interchange. Existing curb lines and median along Daryl Carter Parkway will be revised requiring some widening of the bridge approaches. Sidewalk and bike lane will be included on the bridge over I-4. I-4 eastbound exit and entrance ramps as well as a westbound I-4 exit ramp will be constructed as part of the Interim Daryl Carter Interchange Project (FPN 441113-1-52-01). The westbound on-ramp will be constructed with FM #242484-8-52-01. Two traffic signals will be constructed at the intersection of the ramps connecting to Daryl Carter Parkway. Additional drainage pipe and structures will be installed in areas of pavement widening. Daryl Carter Parkway will be milled and resurfaced within the project limits. Limited Access right of way will be modified as a part of the Project. **Exhibit A-9.**
- **CR 535 from a point approximately 840 feet N. of I-4 to Palm Parkway** - CR 535 will be reconstructed with three, 11-foot lanes in each direction, dual left turn lanes at Hotel Plaza and a right turn lane at Palm Parkway. CR 535 northbound will be grade separated at the intersection of Hotel Plaza Blvd. Improvements include a 7-foot bikeway or a 12-foot multi-use trail, sidewalks, closed drainage system, signage, and traffic signals at Hotel Plaza and Palm Parkway. FDOT will take ownership and maintenance responsibilities for CR 535 from just north of the I-4 interchange to Palm Pkwy, CR 435 from Palm Pkwy to Vinings Way Blvd, 2 intersections (at Palm Pkwy and at Vinings Way Blvd), and will construct

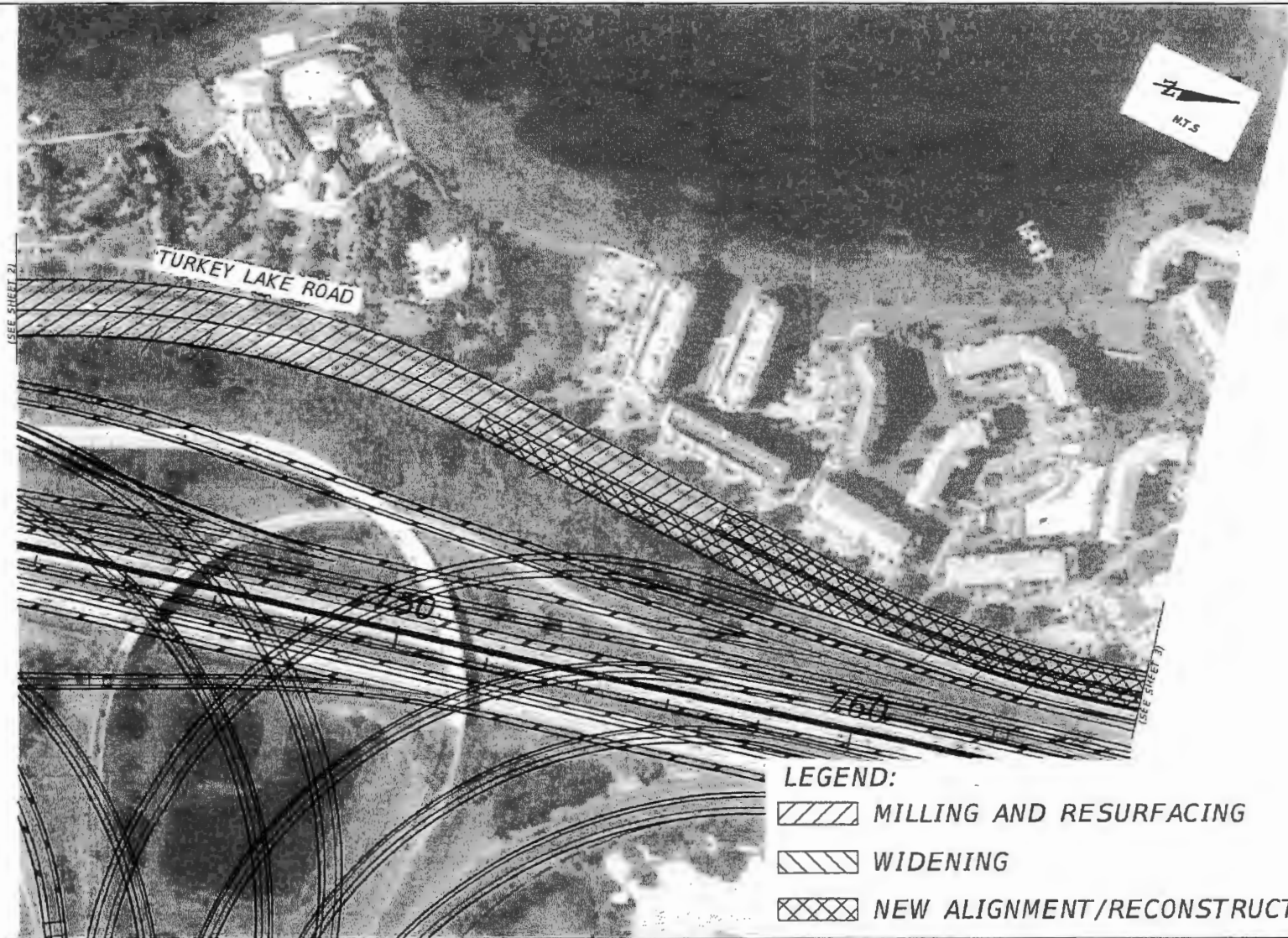
the “jug-handle.” The jurisdictional responsibility of portions of CR 535 and CR 435 will be transferred upon completion of the Project. Exhibit A-10.

- **Palm Parkway from CR 535 to a point approximately 1750 feet east** - Palm Parkway will be reconstructed to two, 12 foot lanes in each direction with dual right turn lanes at CR 535 and an eastbound U-Turn along Palm Parkway. Improvements include sidewalks, curb and gutter, closed drainage system, and a traffic signal at CR 535. **Exhibit A-11.**
- **Vineland Avenue from SR 535 to Mulberry Court** - Vineland Avenue will be reconstructed with two, 12-foot lanes in each direction. In addition, two westbound to southbound lanes will be grade separated at SR 535. Improvements include signage, closed drainage system, retaining walls, and a traffic signal at CR 535. **Exhibit A-12.**
- **Meadow Creek Drive from Walgreens Entrance to SR 535 Intersection** - Meadow Creek Drive will be widened in the eastbound direction to provide an additional lane approaching the SR 535 intersection. The project includes reconstructed curbing, sidewalk and drainage improvements in the eastbound direction. **Exhibit A-13.**
- **Hotel Plaza Blvd. from B Resort Entrance to CR 535** - Hotel Plaza Blvd will be reconstructed with two, 12-foot lanes in each direction. All three lanes at SR 535 will be right turn only. In addition, two eastbound to northbound lanes will be grade separated at the overpass at CR 535. Improvements include sidewalks, curb and gutter, closed drainage system, retaining walls and a traffic signal at CR 535. **Exhibit A-14.**
- **Winter Garden-Vineland Road from West of Grand Cypress Blvd to CR 535** - Winter Garden-Vineland Rd will be reconstructed with two, 12-foot lanes in each direction. Eastbound improvements include two right turn lanes at CR 535, one left turn lane at Grand Cypress Blvd and three through lanes at CR 535, Westbound improvements include two left turn lanes and one right turn at Grand Cypress Blvd. Improvements include sidewalks, closed drainage system, signage, and a traffic signal at CR 535. **Exhibit A-15.**
- **CR 435 from CR 535 to N. of Vinings Way Blvd.** - CR 435 will be reconstructed with three, 11-foot lanes in the southbound direction along with one southbound left turn lane at Vinings Way Blvd. Northbound improvements include four, 11-foot through lanes at the CR 535 / Palm Parkway intersection and two left turn lanes at Vinings Way Blvd. Improvements include a 7-foot bikeway or 12-foot

multi-use trail, sidewalks, closed drainage system, signage and traffic signals at Vinings Way Boulevard. **Exhibit A-16.**

- **Central Florida Parkway from Turkey Lake to Westwood Blvd.** - Central Florida Parkway improvements includes a one lane westbound to I-4 westbound flyover bridge and intersection improvements at eastbound Central Florida Parkway and entrance ramp to westbound I-4. Improvements also include signage and closed drainage system. **Exhibit A-17.**
- **Vinings Way Blvd. from CR 435 to Treasure Cay Lane** - Vinings Way Boulevard will be realigned to the north and will be constructed with two lanes in each direction with curb and gutter and drainage improvements. **Exhibit A-18.**
- **Mast Arm Upgrades** - LOCAL GOVERNMENT has requested to upgrade multiple strain pole structures located at intersections directly impacted by the Department's Project to mast arm structures. Subject to funding availability, the Department agrees to design and to remove the strain poles and to replace them with mast arms and to include said work as a part of the Department's Project. Funding for the upgrades will addressed in a separate Aesthetics Agreement.

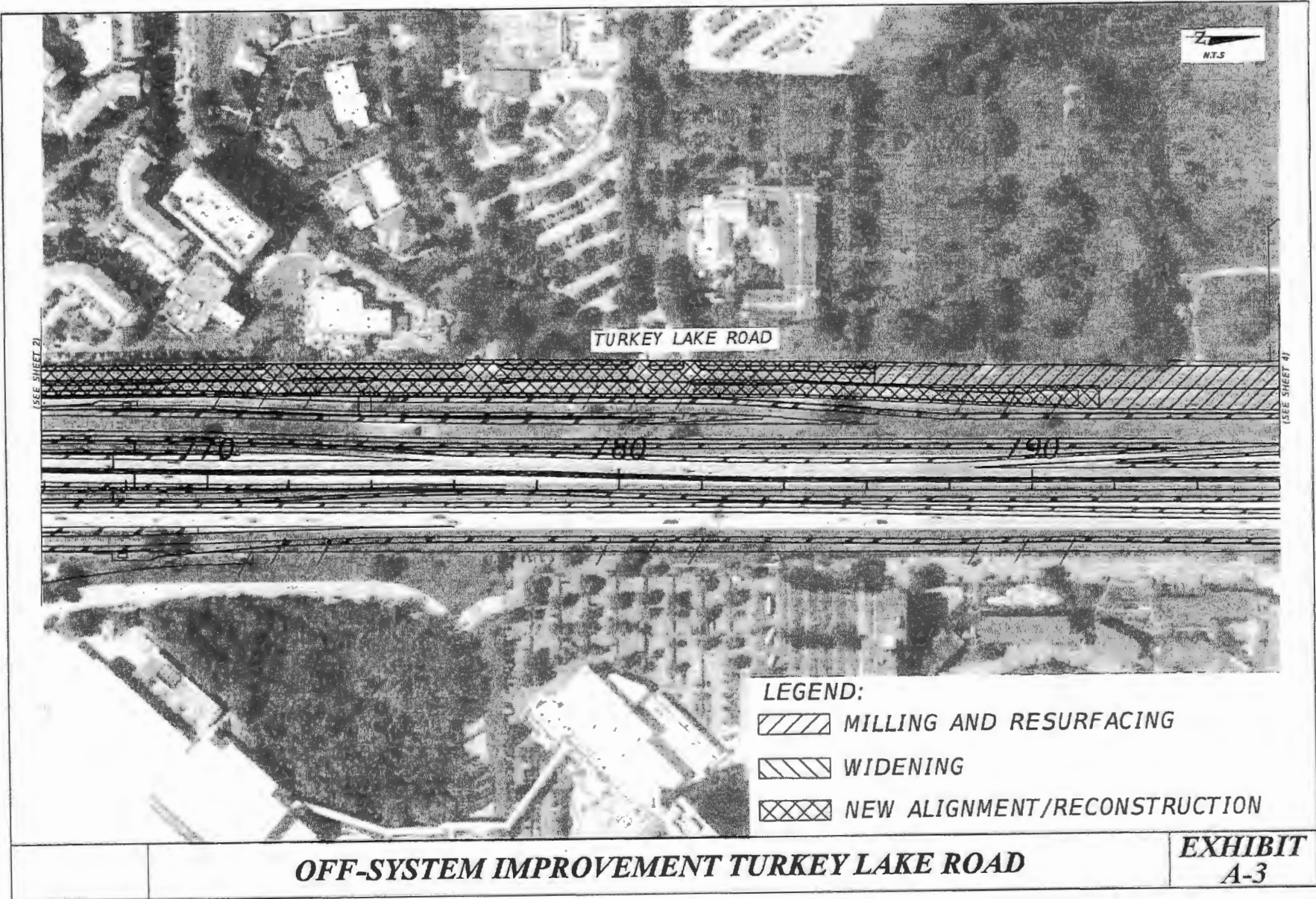


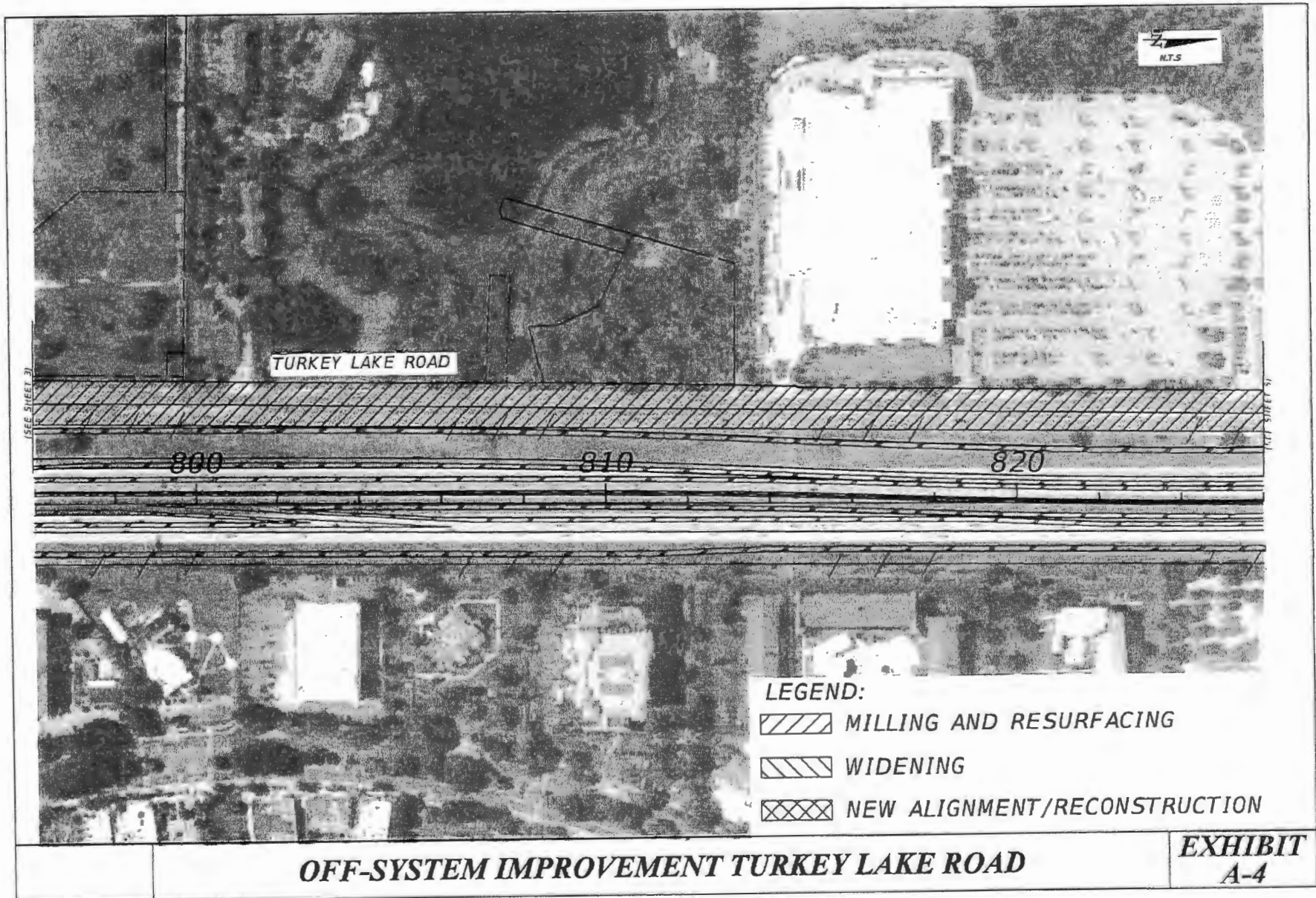


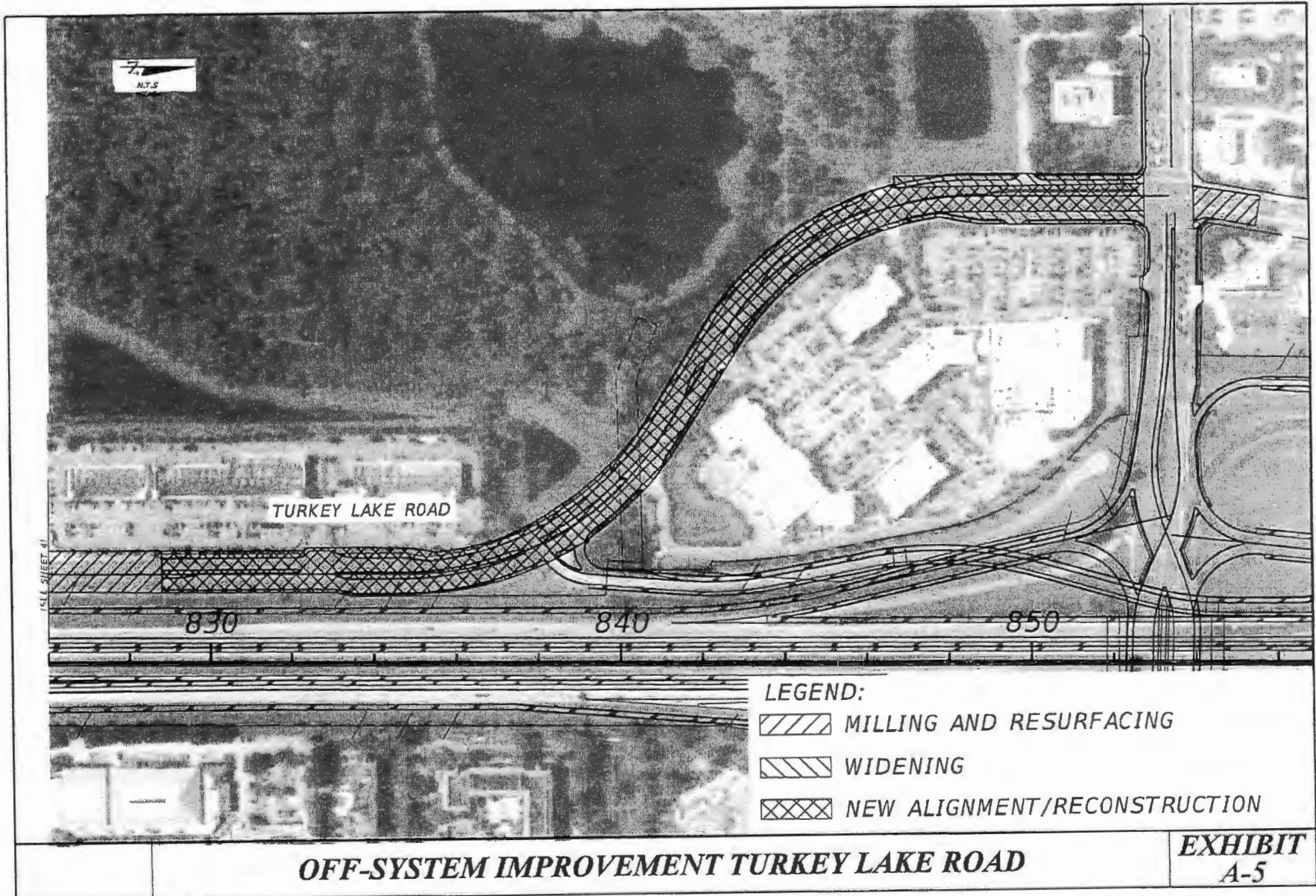
**OFF-SYSTEM IMPROVEMENT TURKEY LAKE ROAD**

**EXHIBIT  
A-2**

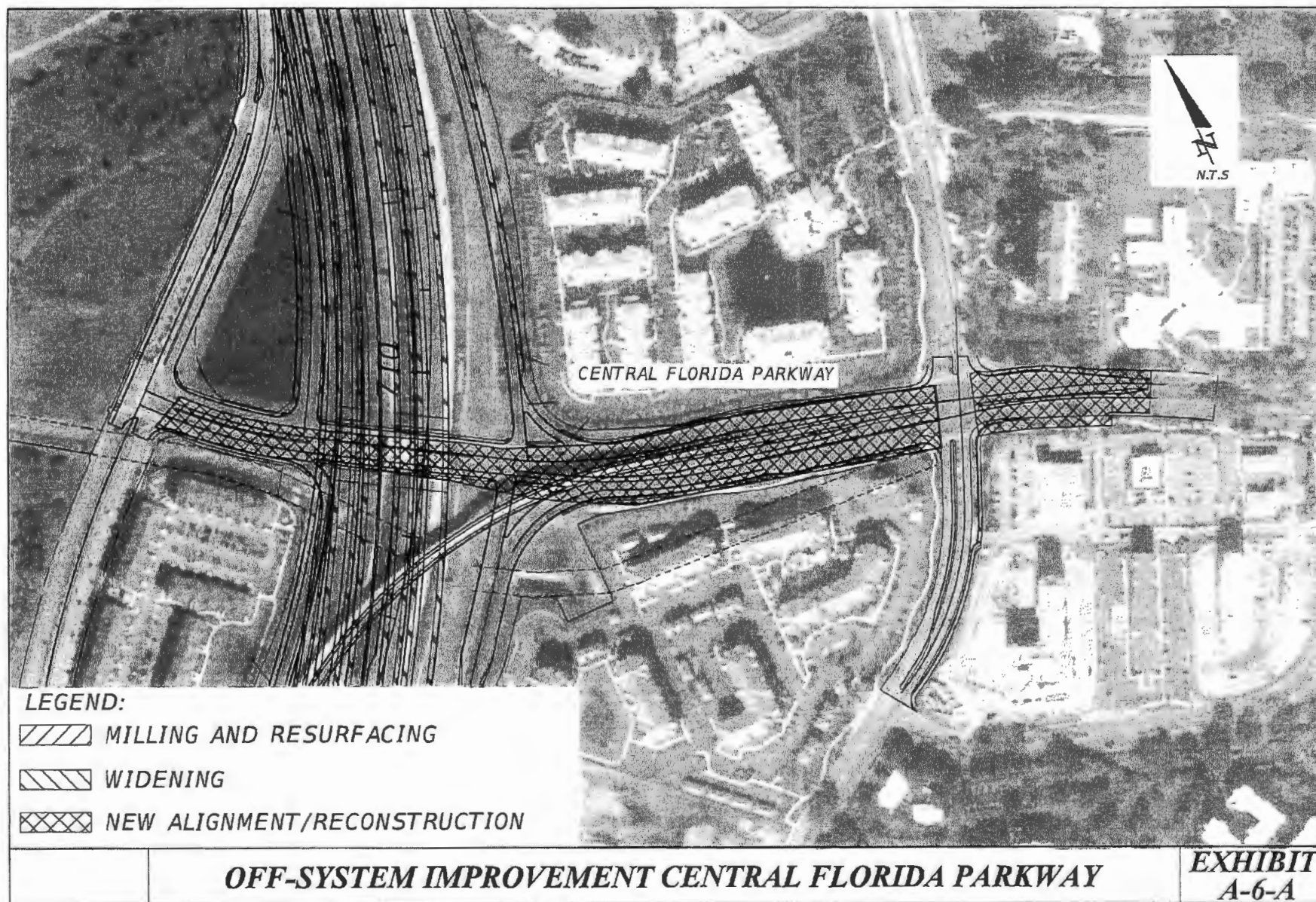




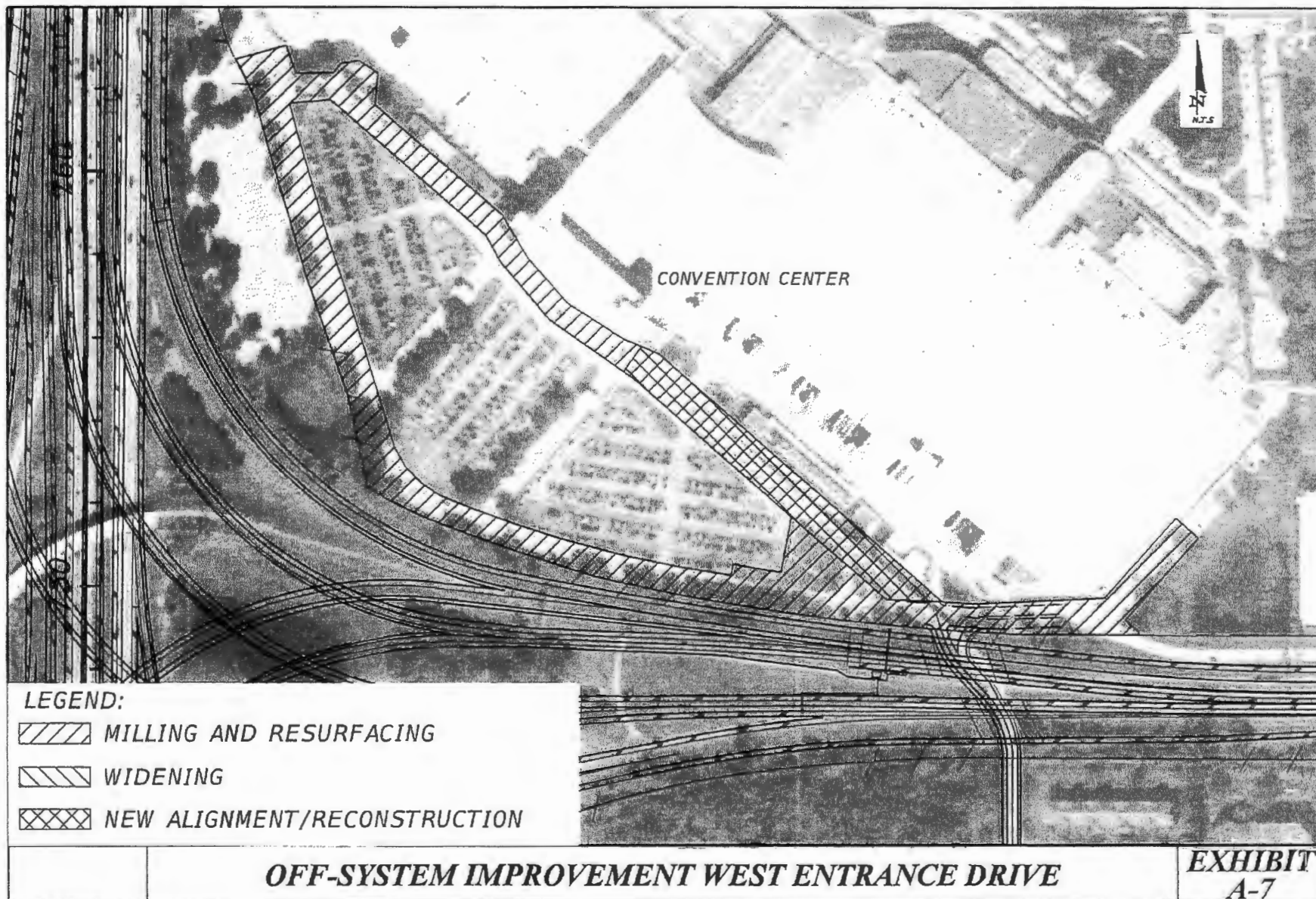




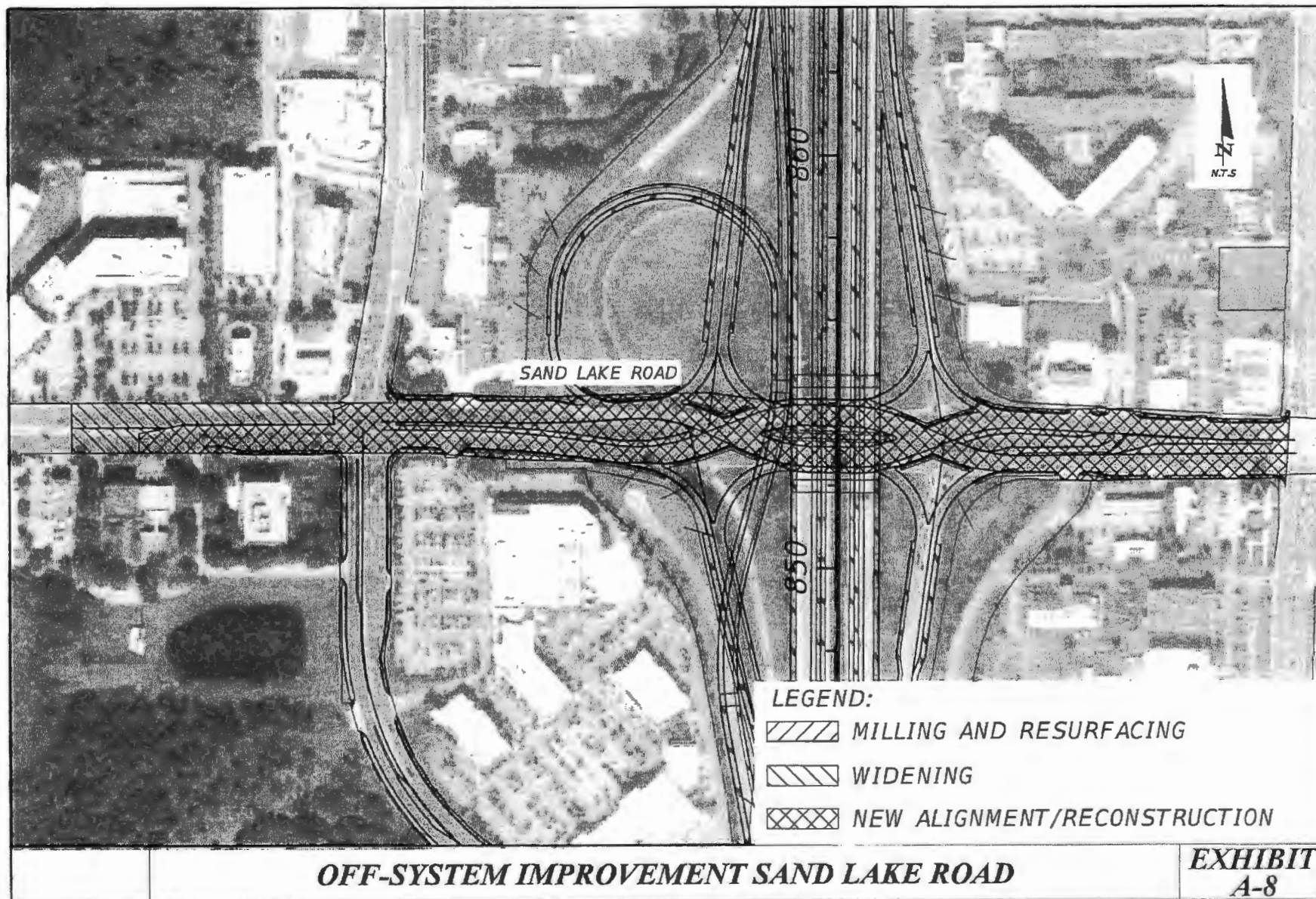


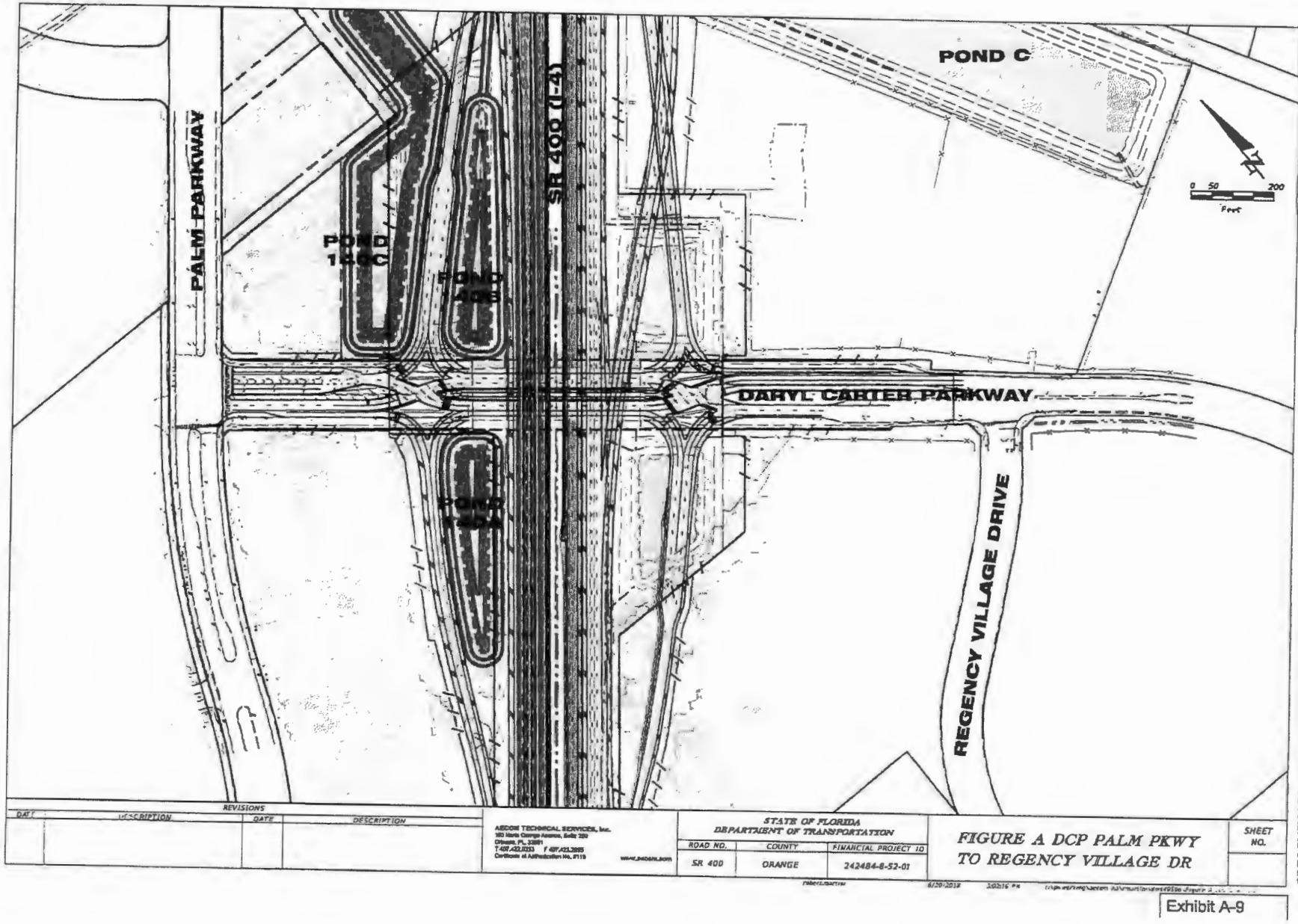


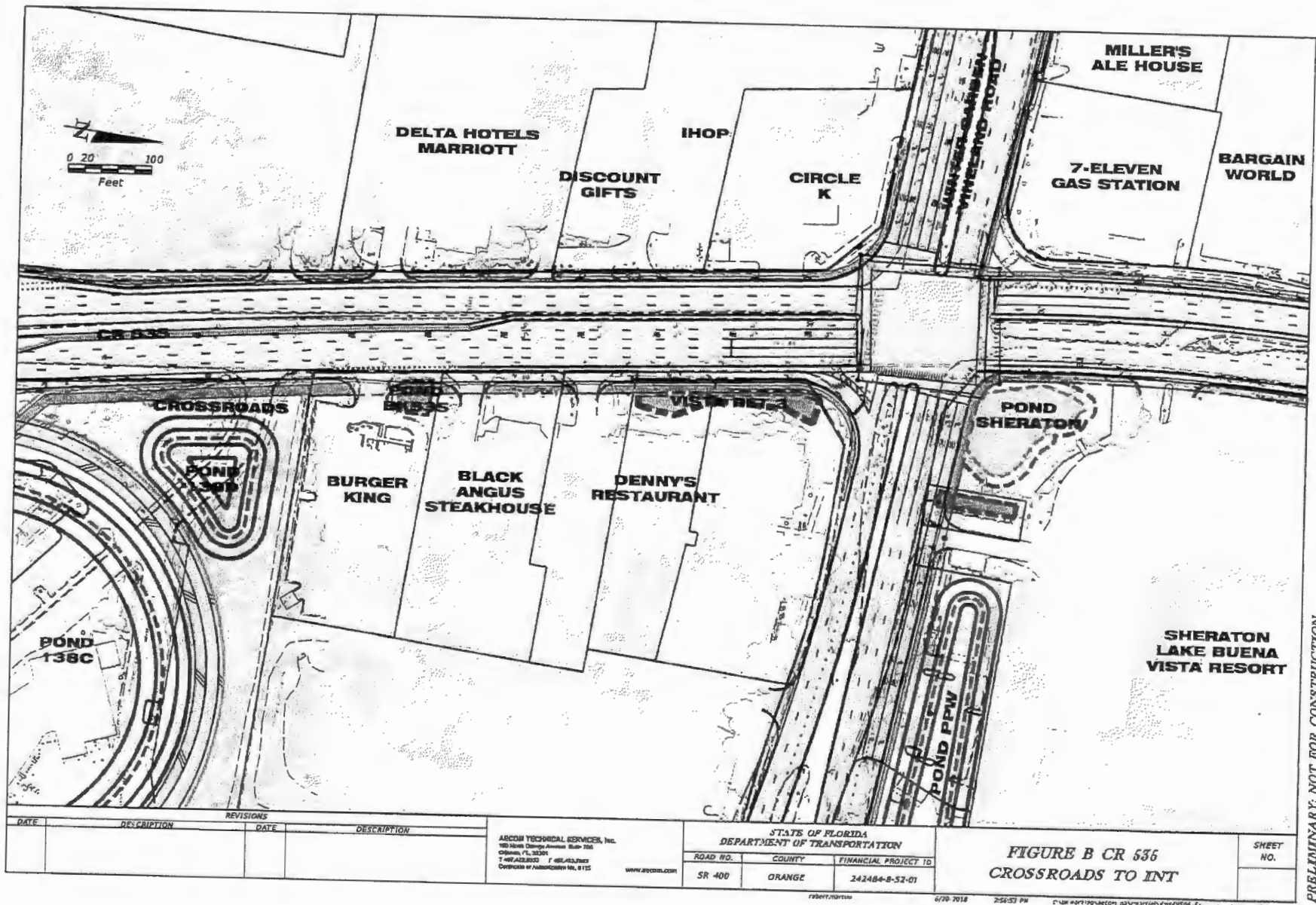












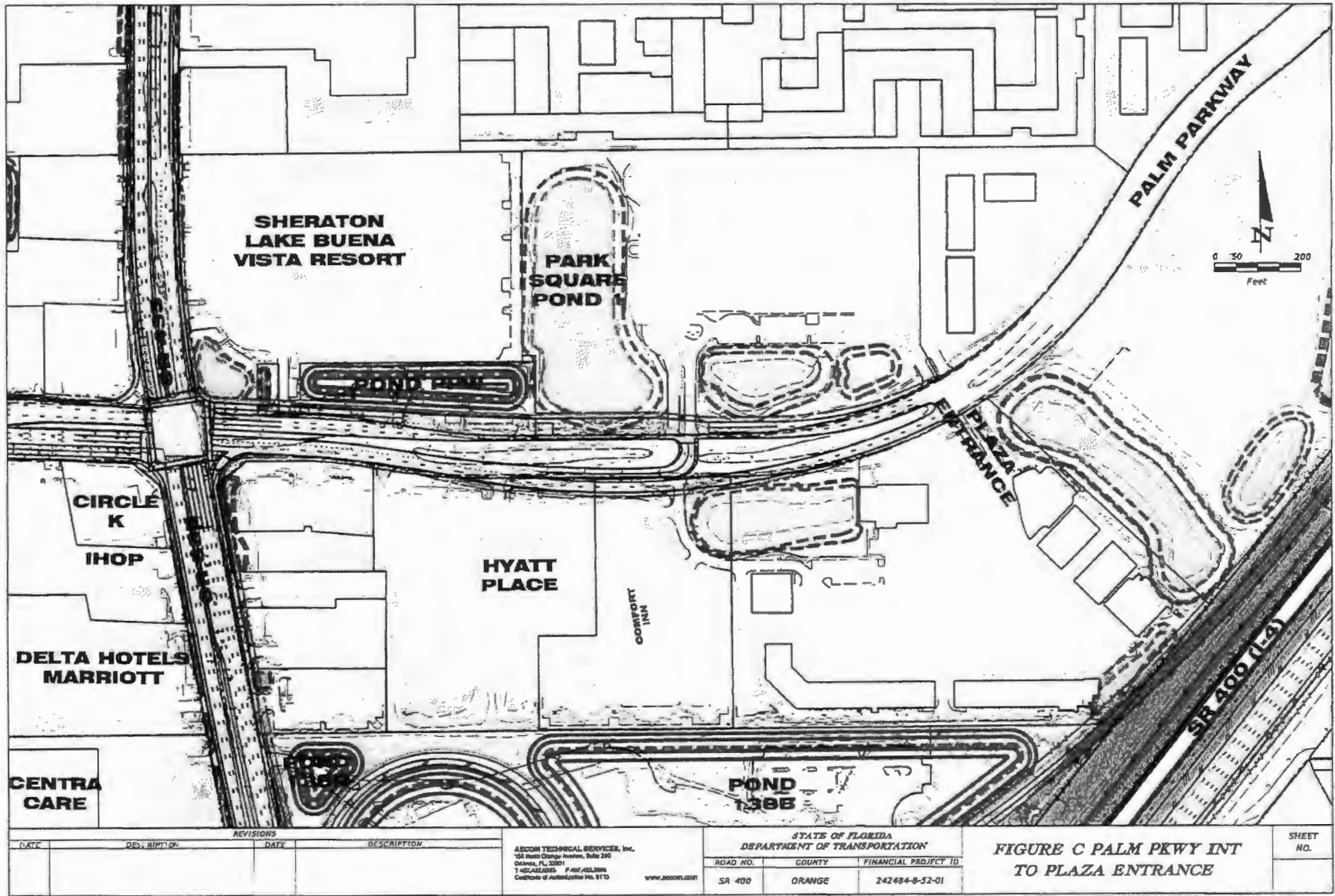
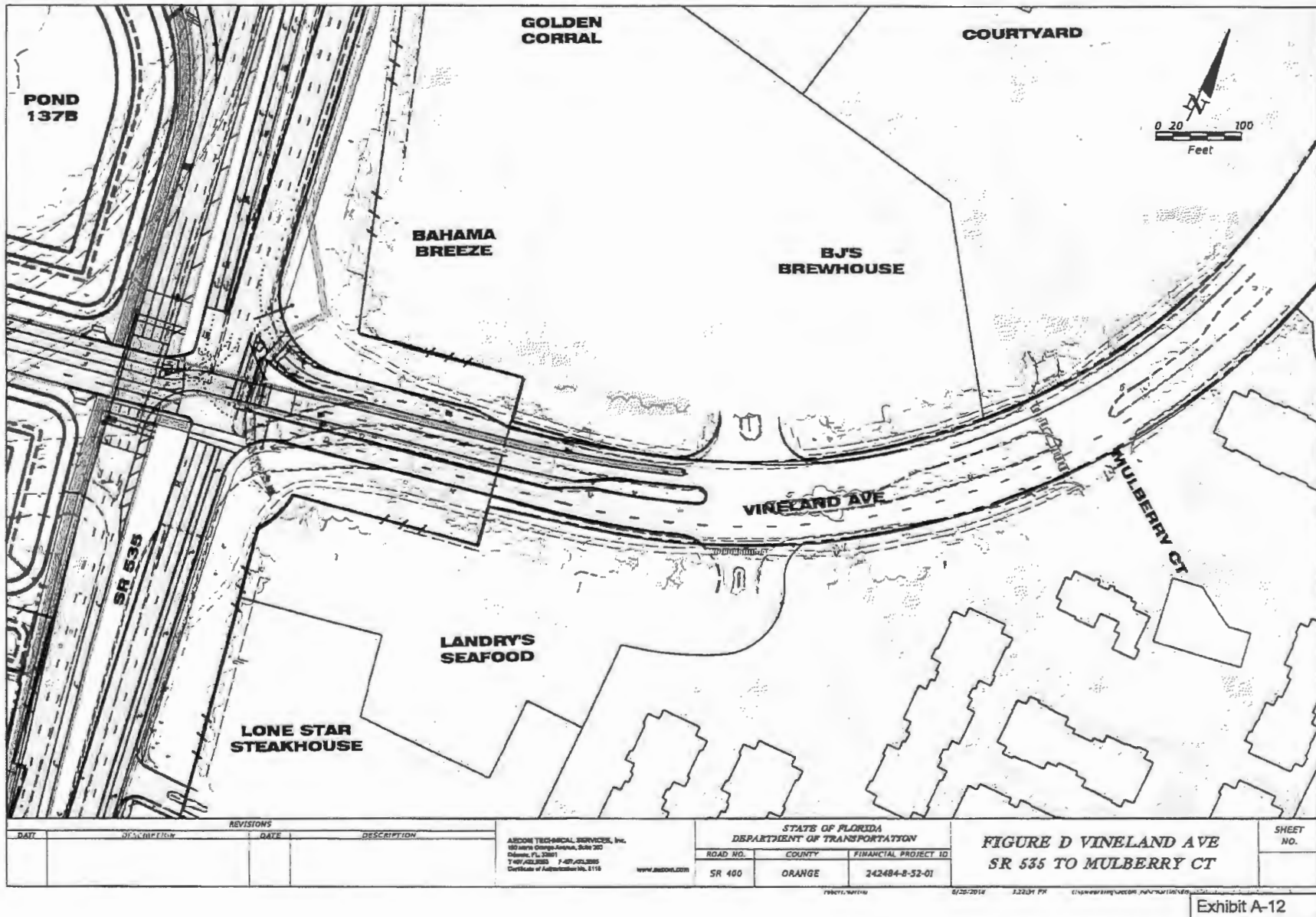


Exhibit A-11

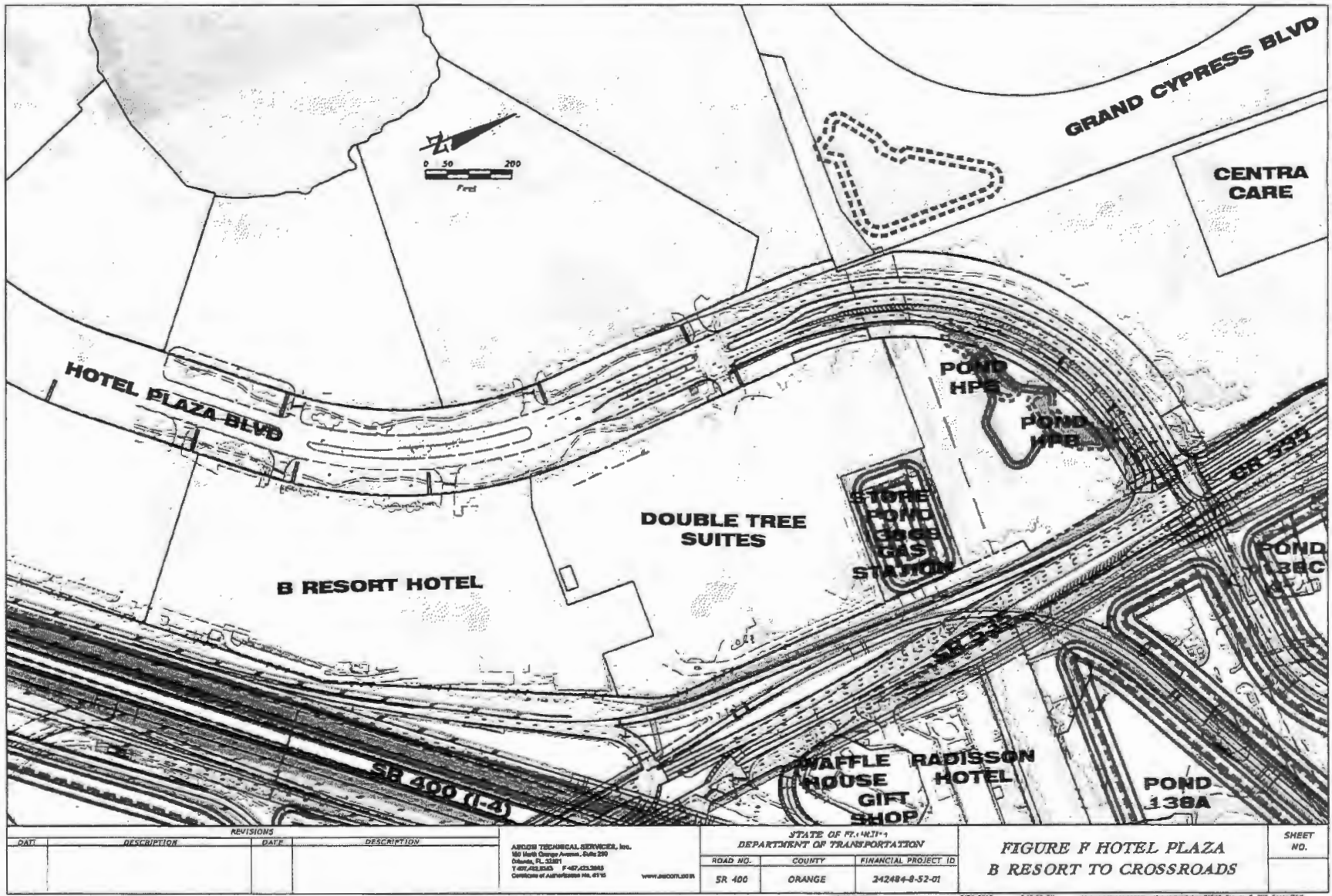
PRELIMINARY: NOT FOR CONSTRUCTION











REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ARJON TECHNICAL SERVICES, Inc.  
100 North Orange Avenue, Suite 200  
Orlando, FL 32801  
Y 407.423.8543 F 407.423.8885  
Certificate of Authorization No. 0176  
www.arjon.com

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 400	ORANGE	242484-S-52-01

FIGURE F HOTEL PLAZA B RESORT TO CROSSROADS	

SHEET NO.

Exhibit A-14

PRELIMINARY, NOT FOR CONSTRUCTION

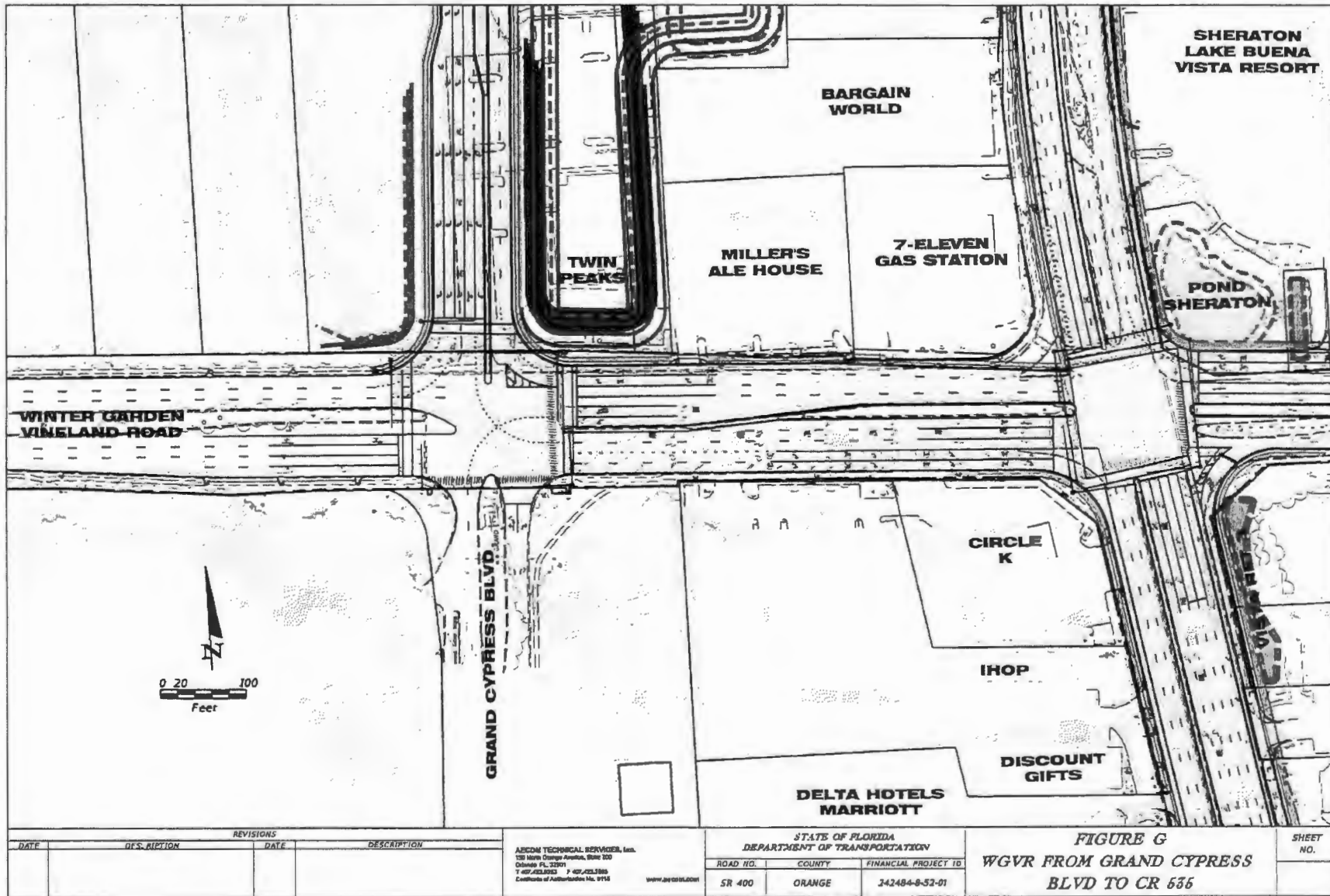
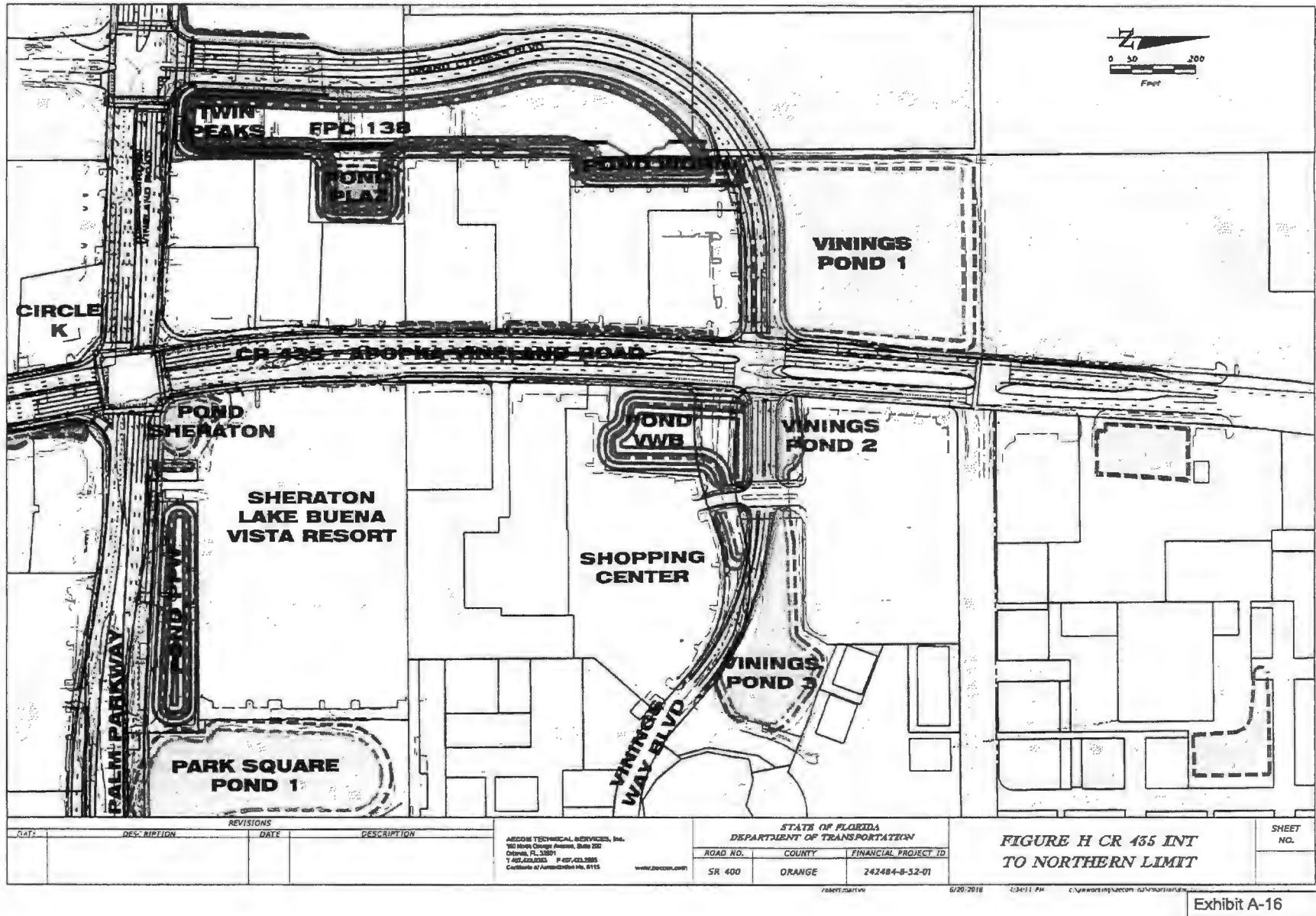
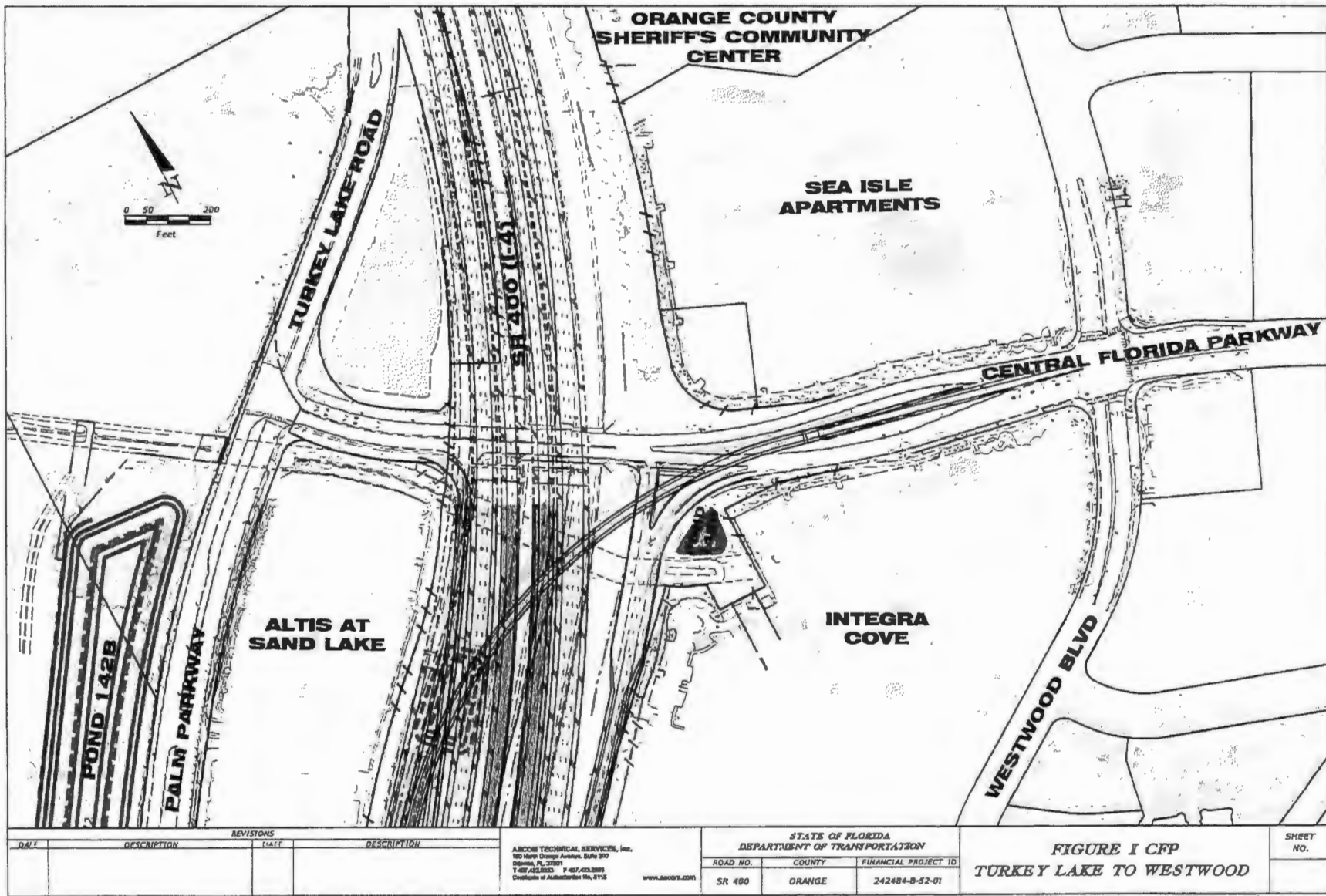


Exhibit A-15

PRELIMINARY: NOT FOR CONSTRUCTION





PRELIMINARY: NOT FOR CONSTRUCTION

Exhibit A-17



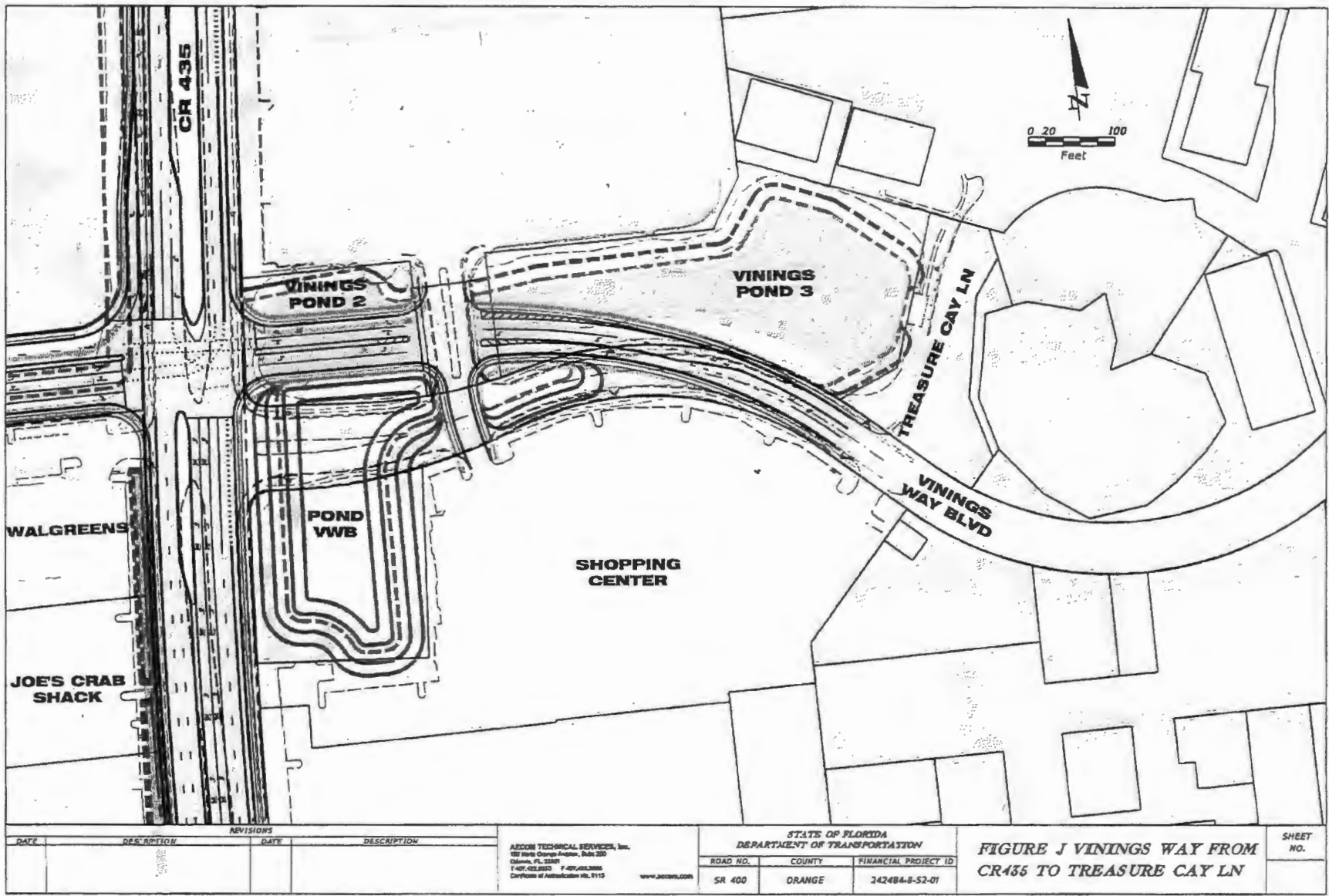


Exhibit A-18

PRELIMINARY; NOT FOR CONSTRUCTION

OFF-SYSTEM IMPROVEMENT BIG SAND LAKE PROPOSED OUTFALL



## Certificate Of Completion

Envelope Id: F32F6A2F14584404B05171A9071E4D7C

Status: Completed

Subject: Please DocuSign: Off System Project Agreement with Orange County (I-4 Beyond the Ultimate Proje...

Contract Number (ex. C9A12, optional):

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional):

Office (contact Procurement If add is needed):

Local Programs

Source Envelope:

Document Pages: 31

Signatures: 2

Certificate Pages: 2

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Teresa Hutson

605 Suwannee Street

MS 20

Tallahassee, FL 32399-0450

Teresa.Hutson@dot.state.fl.us

IP Address: 156.75.68.7

## Record Tracking

Status: Original

5/3/2019 1:44:14 PM

Holder: Teresa Hutson

Teresa.Hutson@dot.state.fl.us

Location: DocuSign

## Signer Events

Daniel McDermott

Daniel.McDermott@dot.state.fl.us

Senior Attorney

FL DOT

Signing Group: D5 General Law Legal Group

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## Signature

DocuSigned by:

Daniel McDermott

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Signature Adoption: Pre-selected Style

Using IP Address: 156.75.68.38

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Viewed: 5/3/2019 3:50:43 PM

Signed: 5/3/2019 3:50:53 PM

Loreen Bobo

loreen.bobo@dot.state.fl.us

District 5 Director of Transportation Development

Florida Department of Transportation

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

DocuSigned by:

Loreen Bobo

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Signed: 5/3/2019 6:08:41 PM

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp



## Carbon Copy Events

Gigi Jones  
gigi.jones@dot.state.fl.us  
Florida Department of Transportation  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

## Status

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## Timestamp

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Kim Kipp  
kim.kipp@dot.state.fl.us  
Florida Department of Transportation  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

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Lisa Buscher  
lisa.buscher@dot.state.fl.us  
Holly Lopenski  
holly.lopenski@dot.state.fl.us  
Allison Godwin  
allison.godwin@dot.state.fl.us  
Teresa Hutson  
Teresa.Hutson@dot.state.fl.us  
Precious Johnson  
Precious.Johnson@dot.state.fl.us  
Local Program Coordinator  
Florida Department of Transportation  
Signing Group: D5 Local Government Agreements  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
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## Signature

## Timestamp

### Envelope Summary Events

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Signing Complete  
Completed

## Status

Hashed/Encrypted  
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Security Checked

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5/3/2019 6:08:42 PM

## Payment Events

## Status

## Timestamps

### Under Ordinance Approval

Elizabeth R. Johnson 1-6-22  
Controlling Agency Approval Signature Date

NOH Coors 1/6/22  
Fiscal Approval Signature Date

Printed Name \_\_\_\_\_

**Orange County Comptroller:**  
**Recording fee: \$401.00**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JAN 25 2022