



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32802-1393

## Legislation Text

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**File #:** 25-834, **Version:** 1

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### Interoffice Memorandum

**DATE:** May 21, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** N/A

**FROM:** Ed Torres, M.S., P.E., LEED AP, Director, Utilities

**CONTACT:** Lindy A. Wolfe, P.E., LEED AP, Manager, Engineering Division

**PHONE:** 407-254-9918

**DIVISION:** Engineering Division

**ACTION REQUESTED:**

Approval and execution of Permission to Enter Orange County Property (Entry Agreement) by and between Orange County, Florida and Central Florida Expressway Authority to grant CFX access to Orange County property to demolish infrastructure surrounding an existing monitoring well that is impacting CFX improvements and is no longer needed by Orange County. District 1. (Engineering Division)

**PROJECT:** N/A

**PURPOSE:** The Central Florida Expressway Authority (CFX) is constructing a new limited-access tolled expressway connecting Orange and Lake Counties, the project is divided into three segments. Segment 3 improvements extend from the Orange/Lake County line to SR 429 in Orange County, and includes temporary traffic control; roadway and bridge widening; new ramps and tolling facilities; stormwater systems, signage and pavement markings; intelligent transportation system upgrades; and roadway lighting. Infrastructure surrounding an existing monitoring well on Orange County property is no longer needed and is affecting CFX improvements. This Agreement grants CFX and its contractor permission to access County property to remove the surrounding infrastructure while ensuring the monitoring well will remain accessible and operational.

The County Attorney's Office, Real Estate Management Division, and Risk Management Division have reviewed the agreement and find it acceptable as to form. Utilities Department staff recommend approval.

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**File #: 25-834, Version: 1**

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**BUDGET: N/A**

## **Permission to Enter Orange County Property (Entry Agreement)**

**THIS PERMISSION TO ENTER ORANGE COUNTY PROPERTY AGREEMENT** (the “**Agreement**”), effective as of the date of the last Party to execute below (the “**Effective Date**”), is made by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (“**County**”) and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“**CFX**”). County and CFX are individually referred to herein as a “Party” and collectively referred to as the “Parties.”

### **RECITALS**

**WHEREAS**, County is the owner of that certain real property located in unincorporated Orange County, Florida, containing approximately 0.04 acres, bearing Orange County Property Appraiser’s Parcel Identification number 29-23-27-0000-00-017 (the “**Property**”); and

**WHEREAS**, the Property is accessed by the adjacent County right of way known as Avalon Road (the “**Right of Way**”).

**WHEREAS**, CFX has requested permission from County to access the Property from the adjacent Right of Way and conduct demolition, relocation, and improvements in the Demolition Plans attached to and incorporated as **Exhibit “A”** (the “**Work**”) on the Property.

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree the foregoing Recitals are true and correct and hereby incorporate them into this Agreement by reference and further agree as follows:

### **AGREEMENT**

#### **1. Access**

a. County specifically authorizes CFX and its authorized agents, representatives, and contractors (collectively, the “**Entrants**”), to enter upon the Property from the Right of Way as set forth in Section 2 below, and under the terms and conditions of this Agreement to perform the Work.

b. The Entrants will coordinate access to the Property by contacting County’s representative by sending an e-mail to the following address: [Scott.Ruland@waterconservii.com](mailto:Scott.Ruland@waterconservii.com).

c. Heavy equipment storage and use are not expected, but, if they occur, Entrants must first obtain the prior written approval of the Director of County's Utilities Department ("**OCU Director**") who may proscribe reasonable limitations. Any heavy equipment use is restricted to the general location depicted on **Exhibit "A"** unless the OCU Director gives written authorization in another location.

d. This Agreement is intended and shall be construed only as a temporary license to enter and perform the Work and does not grant an easement, or create or confirm any ownership or possessory interest in any portion of the Property.

## **2. Term**

a. CFX requested entry to the Property on or about April 30, 2025 ("Early Entry") and County agreed to such Early Entry on the condition that CFX caused its contractor to add County and City of Orlando (the "**City**") as additional insured at that time. As a result, the Parties agree that upon execution of this Agreement, all terms and conditions of this Agreement relate back to the Early Entry date.

b. This Agreement will remain in effect from Early Entry until the earliest of the following occurs: (i) March 31, 2027 or (ii) upon notification from CFX that all Work is completed and the Property is restored in accordance with Section 3 below (the "**Term**"). CFX may request to extend the Term of the Agreement by sending the County written notice indicating CFX's desire to extend the Term ("**Term Extension**") at least sixty (60) days prior to the Term's initial expiration. Through its execution of this Agreement, the Orange County Board of County Commissioners hereby delegates limited signature authority to the OCU Director so that the OCU Director may approve or reject CFX's written notice to extend the Term and to provide a Term Extension, which shall be executed by the OCU Director and an authorized representative of CFX so long as such extension does not change or alter the terms and conditions herein. After the expiration of the Term or any subsequent Term Extension(s) of this Agreement, any entry onto the Property will require an amendment to this Agreement.

c. If CFX materially breaches any term of this Agreement, County shall notify CFX in writing. The notice shall describe in sufficient detail the nature of the breach. If within two (2) days of receipt of such notification, CFX has not cured or, if such breach is not capable of being cured within said two (2) day period, commenced to cure the breach to County's reasonable satisfaction, County may unilaterally terminate this Agreement, effective upon CFX's receipt of written notification of intent to terminate.

## **3. Property Restoration**

No later than two (2) months after completion of the Work, CFX shall restore the Property as depicted in Exhibit A to the satisfaction of County or County's representative. Restoration of County's Property shall be equal or superior to its present condition as nearly as may be reasonably be possible. County or County's representative shall have the right to inspect the Property upon notification from CFX of the completion of the Work and restoration of the Property.

**4. Regulatory Compliance**

CFX will ensure that the Work is performed in compliance with all applicable laws, rules and regulations, and will obtain all permits necessary for the conduct of the Work. CFX will locate utilities on the Property prior to storage of any heavy equipment on the Property and ensure that no damage to said utilities occurs.

**5. Indemnification**

a. CFX shall fully indemnify, defend and hold harmless County from and against any and all claims, suits, damages, liabilities, judgments, fines, attorneys' fees, penalties, losses, costs or expenses ("**Claim**") caused by the Work, provided that CFX shall have no obligation to indemnify or hold harmless County against that portion of any Claim to the extent caused by or resulting from the negligence or willful misconduct of County. This Section 5 shall survive any termination or cancellation of this Agreement.

**6. Assumption of Defense**

In connection with any indemnity by CFX, CFX shall have the right to assume and take over the defense of any Claim against County and engage attorneys approved by County, which approval shall not be unreasonably delayed or withheld, to represent all parties in connection therewith, at CFX's sole cost and expense.

**7. Insurance**

During the Term of this Agreement, CFX will ensure all contractors performing Work on the Property purchase insurance from and maintain such general liability and automobile insurance with limits of not less than \$1,000,000 per occurrence and workers' compensation insurance or self-insurance as required by Florida Statutes chapter 440. All such insurance or self-insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by County or City. In the event CFX subcontracts any part or all of its operations as described or related in any way to this Agreement, CFX shall require its subcontractor(s) to acquire and maintain workers' compensation, automobile and general liability insurance coverage in such amounts as described in this Agreement. CFX will ensure all contractors performing Work on the Property shall include County and City as additional insureds on the subcontractor's general liability insurance policy.

**8. CFX Property**

All equipment related to the Work remain the property of CFX. County agrees not to remove or otherwise destroy any equipment without CFX's permission, which will not be unreasonably withheld.

**9. Limitation of Liability**

County makes no representations about the condition of the Property. This Agreement is conditioned upon CFX's use of the Property "AS IS" and "WITH ALL FAULTS." CFX and the Entrants will enter upon the Property at their own risk, and County shall not be held responsible

or liable for injury, damage, or loss incurred by CFX or any Entrants arising out of or in connection with activities under this Agreement.

**10. No Admission of Liability**

The Parties agree that nothing contained in this Agreement shall be construed as an admission of liability with respect to the matters set forth in this Agreement. Nothing herein shall be construed to waive either County's or CFX's sovereign immunity protections or the limitations of liability established under Florida law, including those limitations established in Section 768.28, Florida Statutes.

**11. No Partnership**

Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, or of partnership, or joint venture, or of any other association between County and CFX.

**12. Notices**

Any notice, request, direction, instruction, payment or other communication required or permitted to be made or given by any Party hereto shall be in writing to the addresses set forth below or to such other address as the recipient may designate in writing to all Parties and shall be (i) delivered in person, (ii) sent registered or certified mail, return receipt requested, or (iii) sent Federal Express, USPS Express Mail, UPS or other overnight delivery service with delivery confirmation.

If to County:                      Orange County Real Estate Management  
   400 E. South Street, 5th Floor  
   Orlando, FL 32802  
   Attn: Manager

with a copy to:                      Orange County Utilities Department  
   9150 Curry Ford Road  
   Orlando, FL 32825  
   Attn: Director

If to CFX:                              Chief of Infrastructure  
   CFX  
   4974 ORL Tower Road  
   Orlando, Florida 32807

with a copy to:                      Deputy General Counsel  
   CFX  
   4974 ORL Tower Road  
   Orlando, Florida 32807

**13. Applicable Law**

This Agreement and its attachments will be governed by and construed under and in accordance with the laws of the State of Florida. The Parties consent and agree that Orange County, Florida, shall be the exclusive, proper and convenient venue for any legal proceeding in federal or state court relating to this Agreement, and each Party hereby waives any defense, whether asserted by motion or pleading, that Orange County is an improper or inconvenient venue.

**14. Entire Agreement**

This Agreement contains the entire agreement of the Parties with respect to CFX's access to the Property as provided herein. Any other agreements, whether oral or written, regarding CFX's access to the Property are terminated as of the Effective Date.

**15. Modifications**

This Agreement will not be modified or amended in any respect except by written agreement by the Parties in the same a manner as this Agreement is executed.

**16. Authority**

Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

**17. Third Party Beneficiary**

There are no intended or unintended third-party beneficiaries of this Agreement.

**[REMAINDER OF PAGE LEFT BLANK;  
SIGNATURES FOLLOW ON PAGES 6-7]**

Project: CFX ROE Conserv II Property

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed as of the day and year first written above.



**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: Bryan W. Brooks  
for Jerry L. Demings  
Orange County Mayor

Date: 17 June 2025

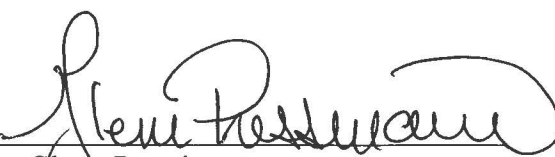
ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: Jennifer Lara-Kumete  
Deputy Clerk

Print: Jennifer Lara-Kumete

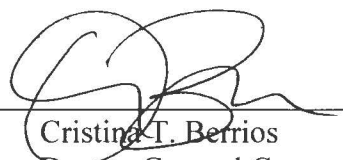


**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By:   
Glenn Pressimone  
Chief of Infrastructure

Date: May 14, 2025

Reviewed and approved as to form for the  
exclusive reliance of CFX:

By:   
Cristina T. Berrios  
Deputy General Counsel

Date: May 14, 2025

**Exhibit “A”**

**Demolition Plans**

*[See attached eight (8) pages]*

CFX SR 516 from Lake/Orange County Line to SR 429

Project 516-238

Scope of Work and Anticipated Schedule within WC-II Parcel

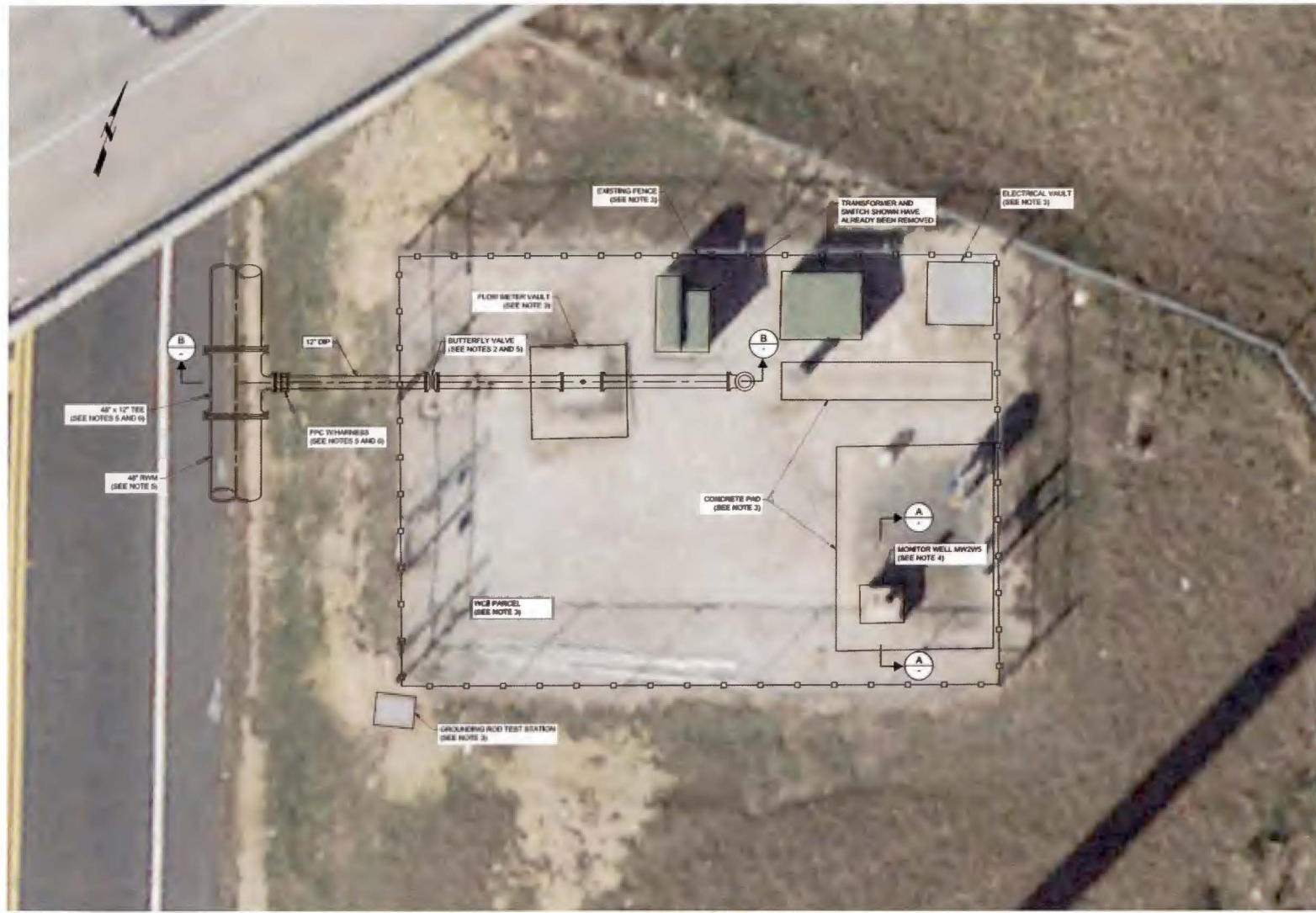
- 1) Demolition Work, Duration 2-4 Weeks; Begin May 1: (See PDF Page 2)
  - a. Removal of Utility Transformers (Complete by Utility)
  - b. Removal of electrical vault (See General Note 3)
  - c. Removal of flow meter vault (See General Note 3)
  - d. Removal of concrete slab, partial, leaving portion at monitoring well (See General Note 4)
  - e. Removal of existing fence and gate (See General Note 3)
- 2) Improvement Work (Fencing for Utility Easement Access), Duration 1 week, Completes December 2026: (See PDF Page 5)
  - a. Easement access to be maintained at all times during construction.
  - b. Fencing of Easement access to follow completion of roadway work.
  - c. Securing monitoring well during access with temporary fence can be accommodated if necessary. It would be desirous to complete permanent fence once all CFX improvements are completed in area.
- 3) CFX Improvements: See PDF pages 5, 6 and 7), Duration of 15 Months, Begin June 2025, Completes September 2026.
  - a. Partial: Bridge foundation, Endwall, Approach Slab, MSE Wall (See PDF Page 5 for highlighted plan area of project improvements portion on parcel)
  - b. Bridge foundation (See PDF Page 6 for highlighted plan area of project pile improvements portion on parcel)
  - c. MSE Wall (See PDF Page 7 for highlighted plan area of project MSE Wall improvements portion on parcel)

Proj Date: 12/11/2022

FILE NAME: D01.dwg

PROJECT NO: 202027

LAST SAVED BY: ADB



DEMOLITION PLAN  
SCALE: 1"=4'

GENERAL NOTES:

1. ALL COORDINATION WITH WSC SHALL BE CONTRACTOR DIRECTLY CONTACTING MR. BOB MERRIF, WSC MAINTENANCE CHIEF VIA TELEPHONE (407) 254-2087.
2. WSC SHALL CONFIRM EXISTING ISOLATION VALVE IS CLOSED PRIOR TO ANY WORK COMMENCING. CONTRACTOR SHALL NOT OPERATE EXISTING ISOLATION VALVE.
3. EXISTING FACILITIES SHALL BE DEMOLISHED AND DISPOSED OF BY CONTRACTOR. ITEMS INCLUDE BUT ARE NOT LIMITED TO FENCING AND GATES, CONCRETE SLAB AND LID, CRUSHED ROCK, CONCRETE VAULTS, COMPONENTS REMAINING WITHIN THE VAULTS, DRAINING SYSTEM, ETC.
4. SHUT OUT CONCRETE SLAB AROUND BASE OF CONCRETE PEDESTAL, 4 SIDES, CUT AS CLOSE TO PEDESTAL AS POSSIBLE.
5. A PORTION OF THE 48" PIPING WILL NEED TO BE DRAINED PRIOR TO REMOVAL OF THE BPP AND PFC AND SUBSEQUENT CAPPING/PLUGGING OF THE TEE. SEE DED DRAIN PLAN.
6. AFTER 48" PIPING HAS BEEN DRAINED, REMOVE PFC AND HARNESSES, CAP OR PLUG 12" TEE OUTLET. RESTRAINED. DO NOT BACKFILL PRIOR TO COORDINATING WITH WSC TO REFILL 48" PIPING. VISUALLY CONFIRM THAT CAP OR PLUG IS LEAKTIGHT AT NORMAL WATER CONSERV II SYSTEM OPERATING PRESSURE.
7. AT COMPLETION OF ALL DEMOLITION WORK, FENCE ENTIRE PERIMETER OF VIC'S EASEMENT FOR MONITOR WELL MW2W5. SEE D04 FENCING PLAN.
8. CONTRACTOR ACTIVITY SHALL NOT PROHIBIT VICS ACCESS TO THE MONITOR WELL FOR TADMS WEEKLY LEVEL READINGS.
9. CONTRACTOR MUST EXECUTE RIGHT OF ENTRY (ROE) AGREEMENT PRIOR TO PERFORMING WORK WITHIN THE PARCEL. CONTACT MR. MARK REELER, WATER RECLAMATION DIVISION MANAGER, ORANGE COUNTY UTILITIES, VIA TELEPHONE (407) 254-8765.



KEY MAP

This sheet details  
demolition work  
necessary for Utility WC  
II Parcel

SCALE



APPROVED FOR CONSTRUCTION  
PLANS

DESIGNED  
DAPHADE  
DRAWN  
ADB  
CHECKED  
DMP  
DATE  
DECEMBER 2022



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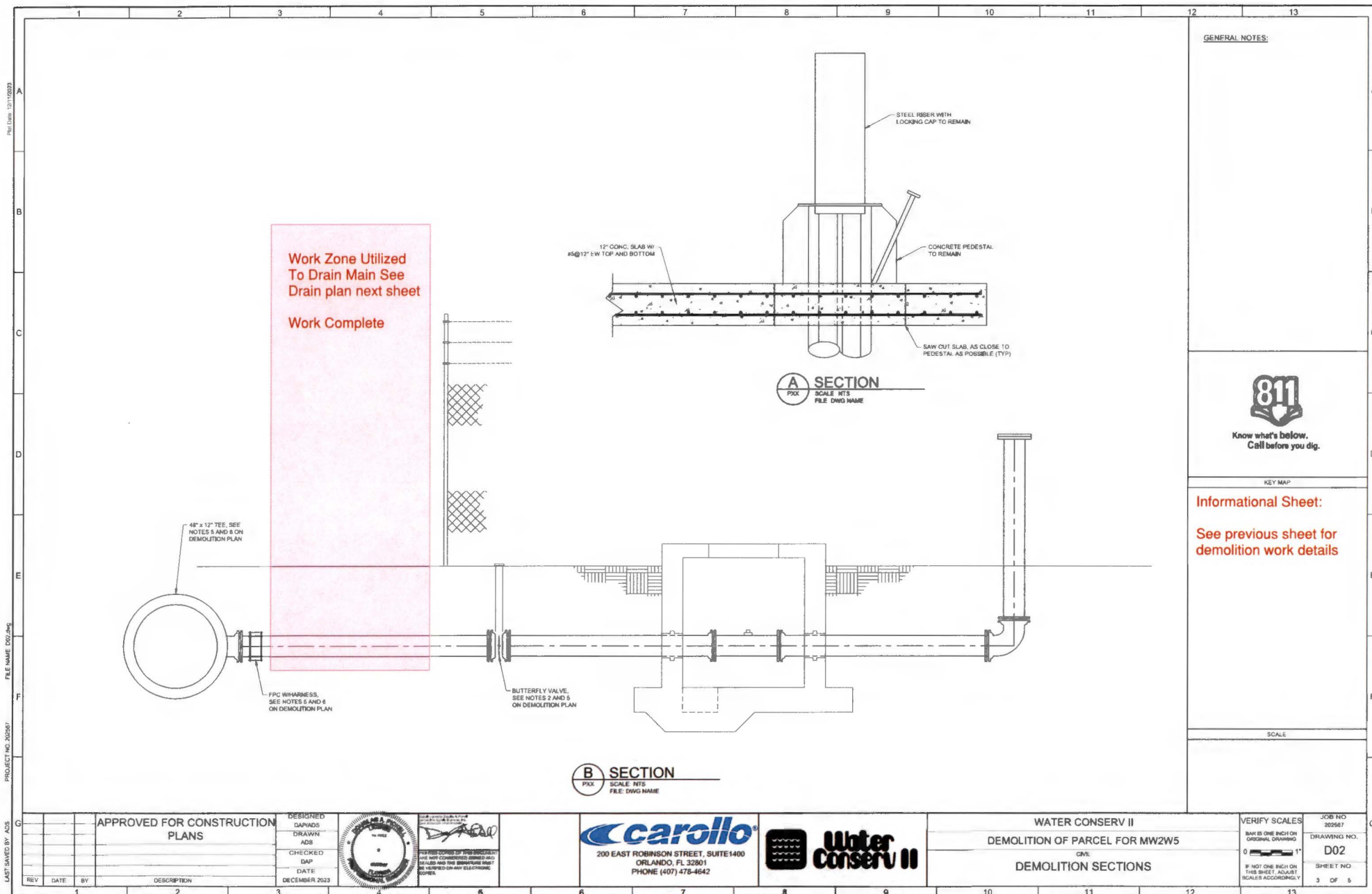
**carollo**  
200 EAST ROBINSON STREET, SUITE 1400  
ORLANDO, FL 32801  
PHONE (407) 478-4942



WATER CONSERV II  
DEMOLITION OF PARCEL FOR MW2W5  
ONL  
DEMOLITION PLAN

VERIFY SCALES  
BAR IS ONE INCH OR  
GRAPHIC EQUIVALENT  
0 1'  
IF NOT ONE INCH ON  
THIS SHEET, ADJUST  
SCALES ACCORDINGLY

JOB NO.  
202027  
DRAWING NO.  
D01  
SHEET NO.  
2 OF 5



# GENERAL NOTES:



Know what's below.  
Call before you dig.

KEY MAP

Informational Sheet:

See previous sheet for  
demolition work details

SCALE

APPROVED FOR CONSTRUCTION  
PLANS

DESIGNED  
DAPIDS  
DRAWN  
ADS  
CHECKED  
DAP  
DATE  
DECEMBER 2023



FOR THE RECORD OF THIS PROJECT, ALL WORK CONSTRUCTION, DEMOLITION, AND/OR REPAIRS MUST BE VERIFIED ON ANY ELECTRICAL POWER

**carollo**  
200 EAST ROBINSON STREET, SUITE 1400  
ORLANDO, FL 32801  
PHONE (407) 475-4642



WATER CONSERV II  
DEMOLITION OF PARCEL FOR MW2W5  
GNT:  
DEMOLITION SECTIONS

VERIFY SCALES  
BAR IS ONE INCH ON ORIGINAL DRAWING  
0 1'  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

JOB NO.  
202567  
DRAWING NO.  
D02  
SHEET NO.  
3 OF 5

PLOT DATE: 12/11/2023

FILE NAME: 021.dwg

PROJECT NO: 202567

LAST SAVED BY: ADS



APR 04/2023

FILE NAME: 003.dwg

PROJECT NO: 202567

LAST SAVED BY: AJS



**A PIPELINE DRAINAGE STRUCTURE**  
SCALE: NTS  
FILE: DWG NAME

**DRAIN PLAN**  
SCALE: NTS  
FILE: DWG NAME

**GENERAL NOTES:**

1. PIPELINE DRAINAGE STRUCTURE IS LOCATED APPROX. 1,400 LF SOUTH OF THE MW2W5 SITE
2. 48" R/W MUST BE DRAINED FROM 2 DIFFERENT LOCATIONS:  
"A" - PIPELINE DRAINAGE STRUCTURE  
"B" - MW2W5 SITE  
DRAIN COMPLETELY FROM "A" FIRST BEFORE STARTING TO DRAIN FROM "B".
3. CONTRACTOR SHALL NOT BEGIN ANY DRAINING ACTIVITIES UNTIL WSC HAS CONFIRMED THAT THE SECTION OF 48" R/W HAS BEEN ISOLATED. ONLY WSC SHALL OPERATE ISOLATION VALVES AT "A" AND "B" LOCATIONS. COORDINATE DIRECTLY WITH WSC. WSC REQUIRES A 48-HOUR NOTICE PRIOR TO ANY ACTIVITY.
4. IT IS ESTIMATED THAT 175,000 GALLONS WILL DRAIN FROM LOCATION "A" AND 48,000 GALLONS WILL DRAIN FROM LOCATION "B".
5. PUMP FROM LOCATION "A" DIRECTLY INTO WSC'S RIB CELL 7-01A. WATER DRAINED FROM LOCATION "B" MUST BE PUMPED INTO WATER TRUCKS AND HAULED TO WSC'S RIB SITE 7 FOR DISCHARGE TO RIB CELL 7-01A.
6. APPLICABLE TO BOTH LOCATIONS "A" AND "B", NO RECLAIMED WATER SHALL BE DISCHARGED OR SPILLED INTO THE ROADSIDE DRAINAGE SYSTEM OR ON SITE.
7. TOTAL ALLOWABLE TIME DURATION FROM WSC'S ISOLATION OF THE 48" R/W UNTIL CONTRACTOR COMPLETES INSTALLATION OF THE CAP OR PLUG ON THE 12" TEE OUTLET SHALL NOT EXCEED 10 HOURS. CONTRACTOR SHALL SEE PUMPS TO ENSURE THIS ALLOWABLE TIME IS NOT EXCEEDED.
8. CONTRACTOR MUST EXECUTE RIGHT OF ENTRY (ROE) AGREEMENT PRIOR TO PERFORMING WORK WITHIN THE RIB SITE. CONTACT MR. MARK KELLER, WATER RECLAMATION DIVISION MANAGER, ORANGE COUNTY UTILITIES, VIA TELEPHONE (407) 254-8705.



Know what's below.  
Call before you dig.

KEY MAP

**Informational Sheet:**  
Drain Plan Work  
Completed for access  
within County R/W  
without accessing parcel  
or rib site. Effluent  
discharged to CFX  
R/W.

SCALE

APPROVED FOR CONSTRUCTION  
PLANS

DESIGNED  
DRAWN  
ADD  
CHECKED  
DATE  
DECEMBER 2023

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**carollo**  
200 EAST ROBINSON STREET, SUITE 1400  
ORLANDO, FL 32801  
PHONE: (407) 478-4642

**Water Conserv II**

WATER CONSERV II  
DEMOLITION OF PARCEL FOR MW2W5  
CIVIL  
DRAIN PLAN

VERIFY SCALES  
SCALE IS ONE INCH ON ORIGINAL DRAWING  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

JOB NO.  
202567  
DRAWING NO.  
D03  
SHEET NO.  
4 OF 5



PLT: 12/15/2023

FILE NAME: COW.dwg

PROJECT NO: 30260

LAST SAVED BY: ADS



Contractor to maintain WC II access during life of project. Fencing to complete for easement at completion.

**GENERAL NOTES:**

1. INSTALL FENCE AND ACCESS GATE AT 8 INCHES INSIDE OF EASEMENT LINE.
2. ALL CORNER POSTS AND INTERMEDIATE POSTS TO BE BLACK IN COLOR, WEBBING TO BE 6-GAUGE BLACK VINYL COATED STANDARD HEIGHT 6 FEET, 3 STRANDS OF 12.5 GAUGE BARB WIRE AROUND ENTIRE PERIMETER.
3. OPENING SHALL BE 12 FEET WITH TWO 6-FOOT WIDE SWING GATES. MATCH SPECIFICATIONS IN NOTE 2.
4. REFER TO 'ROADWAY PLAN (2)' SR 429' FOR LOCATION OF EASEMENT.
5. CONTRACTOR ACTIVITY SHALL NOT PROHIBIT WCB'S ACCESS TO THE MONITOR WELL FOR TAKING WEEKLY WATER LEVEL READINGS.



Know what's below.  
Call before you dig.

KEY MAP

This sheet details Fence to be completed for easement access to well

SCALE



**FENCING PLAN**  
SCALE: NTS  
FILE: COW.DWG

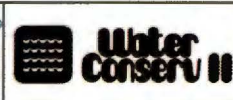
APPROVED FOR CONSTRUCTION  
PLANS

DESIGNED  
DAPADS  
DRAWN  
ADS  
CHECKED  
DAP  
DATE  
DECEMBER 2023



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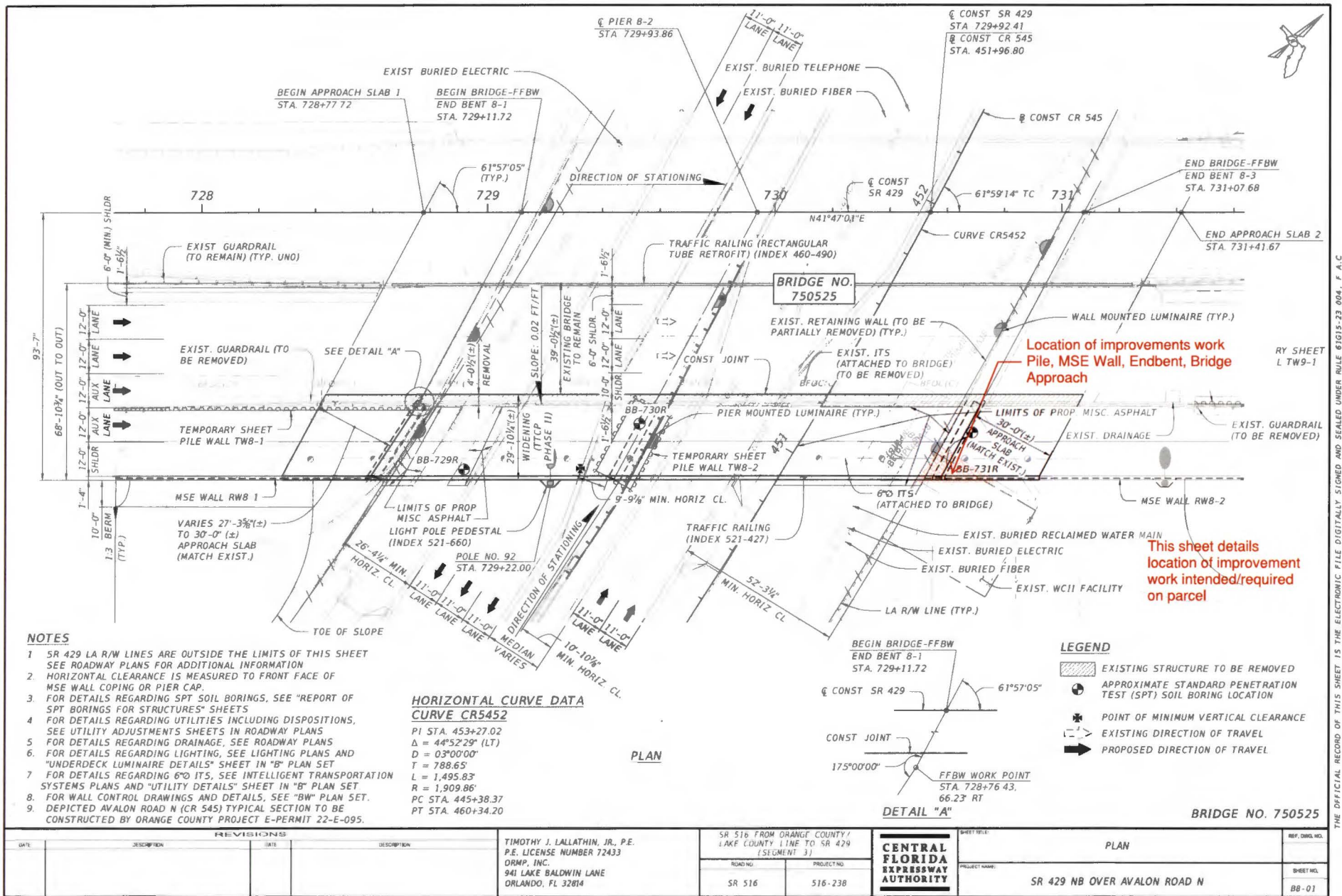
**carollo**  
200 EAST ROBINSON STREET, SUITE 1400  
ORLANDO, FL 32801  
PHONE (407) 478-6642



WATER CONSERV II  
DEMOLITION OF PARCEL FOR MW2W5  
CWE:  
FENCING PLAN

VERIFY SCALES  
BAR IS ONE INCH ON ORIGINAL DRAWING  
0 1' 1" 2' 3' 4' 5' 6' 7' 8' 9' 10' 11' 12' 13' 14' 15' 16' 17' 18' 19' 20'

JOB NO.  
202567  
DRAWING NO.  
D04  
SHEET NO.  
6 OF 6



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