

**MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION,
FLORIDA’S TURNPIKE ENTERPRISE
AND
ORANGE COUNTY, FLORIDA**

This MEMORANDUM OF AGREEMENT (the “Agreement”) is made and entered into by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA’S TURNPIKE ENTERPRISE, an executive agency of the State of Florida (the “Department”), and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the “County”) (the Department and the County may be referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

A. The Department is authorized by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System and to cooperate with local governments in the development of a statewide transportation system and individual components of the system.

B. The Department’s Florida Turnpike Enterprise (“Enterprise”) is authorized by Section 338.2216, Florida Statutes, to plan, develop, own, acquire, construct, improve, maintain, operate, and manage the Florida Turnpike System; and to cooperate and contract with other public entities for such purposes.

C. The County is authorized by Chapters 125 and 336 to own, construct, operate, and maintain the county road system roads located within the geographical boundaries of Orange County, Florida, and to enter into agreements with other governmental agencies for performance of the other agencies’ authorized functions.

D. The Enterprise owns and operates the Florida Turnpike (SR 91), a limited access highway that is part of the Florida Turnpike System.

E. The County operates Taft Vineland Road located near milepost 253 of SR 91 within the boundaries of Orange County, Florida.

F. The Department’s adopted work program includes two (2) projects on and connecting SR 91 and Taft Vineland Road in Orange County, Florida: 1) construction of a new partial interchange on SR 91 and Taft Vineland Road at milepost 253, and widening of Taft Vineland Road from Oak Crossing Road to General Drive, as described in the Department’s Five-Year Adopted Work Program as Financial Project Number (FPN) 444980-1 (“Project-1”); and 2) widening of Taft Vineland Road from just west of Orange Blossom Trail (US 441) to Oak Crossing Road, as described in the Department’s Five-Year Adopted Work Program as FPN 444980-3, and as also known by the County as Capital Improvement Plan Number 3037 (“Project-2”). (Project-1 and Project-2 may be referred to collectively in this Agreement as the “Projects”).

G. To ensure the most effective utilization of public resources and to facilitate the construction of the Projects, the Parties agreed to establish this Agreement to coordinate various aspects of the Projects.

H. It is the intent of the Parties to cooperate and coordinate their efforts and resources to minimize the costs of construction, maintenance, and other project-related matters as the Department expands and improves its transportation system and facilities in Orange County.

AGREEMENT

In consideration of the mutual covenants and promises contained in this Agreement, the Parties agree that the Recitals are true, correct, and incorporated by reference herein, and further agree as follows:

1. **Representations of the County.**

a. To the knowledge of the County, the execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the County is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

b. All consents, waivers, approvals and other governmental actions required to be taken in order for the County to enter into this Agreement have been received by the County.

2. **Representations of the Department.**

a. To the knowledge of the Department, the execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the Department is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

3. **Department Responsibilities.** Subject to the timely performance by the County of its obligations under this Agreement:

a. The Department has prepared construction plans for Project-1 (“Project-1 Plans”) which are on file with both the County and the Department. Project-1 generally includes, among other things, widening of Taft Vineland Road from one (1) lane in each direction to two (2) lanes in each direction from Oak Crossing Road to General Drive, adding a truck parking lot, which is a parking lot dedicated to the use of trucks on and off SR 91, at the northwest corner of Taft Vineland Road and SR 91 (the “Truck Parking Lot”), adding three (3) new ramps (a northbound off-ramp from SR 91 to Taft Vineland Road, a southbound on-ramp from Taft Vineland Road eastbound to SR 91, and a southbound on-ramp from Taft Vineland Road westbound to SR 91, collectively the “Ramps”), and adding paint to the existing Taft Vineland Road bridges over SR 91.

b. The Department will procure construction services for the Projects in accordance with the procurement processes available to the Department, it being understood by the Parties that the Department will let Project-1 and Project-2 to a single construction contract.

c. The Department will construct the Projects within the existing Department right-of-way, the existing County right-of-way, the additional right-of-way being acquired by the Department for Project-1 under this Agreement, the additional right-of-way being acquired by the County for Project-2 under this Agreement, and the Local Right-of-Way Contribution Parcel (defined in Section 4.d, below), in accordance with the terms and conditions of a construction contract anticipated to be advertised by the Department on July 10, 2026 (“Advertisement Date”). The Department may adjust the Projects’ schedules as necessary and will provide reasonable notice to the County. Such adjustments shall not require an amendment to this Agreement.

d. The Department will utilize the County’s Local Share (referred to in Section 4.a., below) to pay for the costs of the Projects in accordance with the terms of the Locally Funded Agreement (defined in Section 4.a., below).

e. The Department will administer the work so that the Projects are constructed in accordance with the Project-1 Plans and the Project-2 Plans (defined in Section 4.b., below), and their respective specifications as approved by the Department. The Department will administer the construction and construction engineering and inspection work for the Projects. The Department shall not be responsible for any costs associated with aesthetic enhancements to structures, roadway elements, or landscaping beyond what is in the Project-1 Plans and Project-2 Plans.

f. The Department will obtain, at its own expense, all applicable regulatory permits required for Project-1.

g. The Department shall be responsible for permit compliance during construction of the Projects.

h. The Department will notify the County’s construction project manager in writing and invite the County to attend the semi-final inspection prior to the final acceptance of the Projects by the Department. The County will be given the opportunity to concur with satisfactory completion of final punch list items for portions of the Projects that will be owned and/or maintained by the County. The Department’s construction project manager shall coordinate with and provide notice to the County’s construction project manager to attend construction meetings throughout the construction phase of the Projects.

i. Upon the final acceptance of the Projects by the Department, the Department will furnish the County with final construction as-builts and any shop drawings related to the Projects.

j. Upon the final acceptance of the Projects by the Department, the Department will own, operate and maintain, at its sole cost, all areas of the Projects for which maintenance responsibility is assigned to the Department as depicted on Exhibit “A” (as such exhibit may later

be amended), in accordance with the Department's standard schedules for maintenance. The Department's responsibilities will include:

1. All roadway features, fencing and gates, pavement striping, safety devices, lighting, and ground-mounted signage.
2. All drainage features that fall within the Department's right-of-way (ROW) except those specified in Section 4.m., below.
3. All portions of the Enterprise ITS system located within the interchange at Taft Vineland Road and SR 91, and along Taft Vineland Road.
4. The Ramps.
5. The Truck Parking Lot.
6. All retaining walls and the retaining wall on the south side of Taft Vineland Road and east of Oak Crossing Road that leads to the new southbound on-ramp from Taft Vineland Road to SR 91.
7. The painting applied to the existing Taft Vineland Road bridges over SR 91 (754169 & 754170) as shown in the Project-1 Plans.
8. Underdeck lighting and pier protection underneath the existing Taft Vineland Road bridges over SR 91 (754169 & 754170).

The Department will notify the County at least forty-eight (48) hours prior to performing any routine or periodic maintenance on any portions of the Projects on County ROW (or which require entry upon County ROW) for which maintenance responsibility is assigned to the Department under this Agreement.

k. The Department will acquire all necessary ROW for Project-1 in accordance with the Department's procedures.

l. Upon final acceptance of the Projects by the Department, the Department will, in accordance with Department procedure, convey by Quit Claim Deed to the County, Parcel 108 (depicted on Exhibit "B" to this Agreement), subject to the Department's limited access ROW, which thereafter the County will own and operate for County purposes. Nothing in this paragraph will affect the Parties' allocation of maintenance responsibilities as otherwise provided in this Agreement.

m. Upon final acceptance of the Projects by the Department, the County will assist the Department in securing a modification to any environmental regulatory permits issued for the Projects.

n. The Department shall include the following paragraph as part of, and in addition to the other terms in, Subarticle 7-13.2 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants, as amended, applicable to the Projects:

“The Commercial General Liability Insurance shall name Orange County, Florida as an additional insured with the same terms, conditions, and language as specified in Subarticle 7-13.2.”

o. The Department shall include the following paragraph as part of, and in addition to the other terms in, Subarticle 7-12.1 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants, as amended, applicable to the Projects:

“The Contractor shall indemnify and hold harmless Orange County, Florida, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction Contract.”

p. Upon final acceptance of the Projects by the Department , the traffic control signal equipment at the following locations will be owned by the Department:

1. The intersection of Bachman Road and Taft Vineland Road.
2. The intersection of Taft Vineland Road and the new southbound SR 91 entrance ramp.

4. **County Responsibilities.** As conditions to the Department’s responsibilities under this Agreement:

a. Pursuant to the terms of a locally funded agreement (the “Locally Funded Agreement”) to be entered into between the Department and the County contemporaneous with this Agreement, the County shall contribute the “Local Share” (as that term is defined in the Locally Funded Agreement), which will constitute the funding to be provided by the County for the Projects. Timely performance by the County of its obligation to contribute the Local Share to the Department is a material condition to the Department’s performance under this Agreement. If the County fails to timely contribute the Local Share to the Department in accordance with the terms of the Locally Funded Agreement, the Department may terminate this Agreement, which termination shall only be effective if the County has failed to contribute the Local Share to the Department in accordance with the terms of the Locally Funded Agreement within thirty (30) calendar days after the Department’s notice of termination.

b. The County has prepared construction plans for Project-2 (“Project-2 Plans”), which are on file with both the County and the Department. Project-2 generally includes, among other things, widening of Taft Vineland Road from one (1) lane in each direction to two (2) lanes

in each direction with a divided median, pedestrian facilities, and a closed stormwater drainage system approximately 600 feet west of US 441 to Oak Crossing Road. The County shall provide Project-2 Plans to the Department a minimum of thirty (30) calendar days prior to the Advertisement Date to support the construction advertisement of the Projects.

c. The County will provide all necessary documentation required for Plans Processing as set forth in the most current version of the Florida Department of Transportation Design Manual, specifically, section 131.1.1(4) and section 131.1.1(6) for Project-2.

d. No later than sixty (60) calendar days following the execution of this Agreement, the County shall contribute to the Department via County deed in substantially the same form as shown in Exhibit “C” to this Agreement, for no compensation, the following parcel (the “Local Right-of-Way Contribution Parcel”), for utilization by the Department, its employees, consultants, and contractors in designing, constructing, operating, and/or maintaining the Projects:

1. Parcel 100, consisting of 0.583 acres +/-.

The conveyance of the Local Right-of-Way Contribution Parcel shall be accomplished in accordance with all applicable federal and state laws, but without the use of any federal funds.

e. The County shall not use any federal funds to provide or transfer the Local Right-of-Way Contribution Parcel to the Department. Receipt or use of federal funds by the County in acquiring or transferring any portion of the Local Right-of-Way Contribution Parcel or providing any funding for the Projects shall be deemed to be receipt and use of federal funds by the County. The receipt of federal funds by the County for use in acquiring or transferring the Local Right-of-Way Contribution Parcel, or otherwise for use in connection with the Projects, shall constitute a material alternation of this Agreement and the Department shall have the right at its discretion to terminate this Agreement.

f. The County acknowledges that its conveyance of the Local Right-of-Way Contribution Parcel to the Department under this Agreement is done voluntarily, and the County waives any eminent domain rights including, but not limited to, any claims for compensation or reimbursement of fees and costs.

g. The County, through this Agreement, grants perpetual permission to the Department and its consultants and contractors (at no cost to the Department, its consultants, or contractors) to enter upon, over, through, under, across, and to occupy those areas identified as 800A and 800B, as shown in Exhibit “D” to this Agreement, for purposes of clearing, excavating, constructing, accessing, maintain, and operating drainage features within 800A and 800B.

h. The County will obtain, at its own expense, all applicable regulatory permits required for Project-2.

i. The County acknowledges that construction of the Projects will partially occur in the County’s ROW. The County grants the Department, its consultants, and contractors (at no cost to the Department, its consultants, or contractors), for the duration of the Projects, the right to enter

upon, over, through, under, across, and to occupy County ROW for the purpose of constructing the Projects as more fully described in the Project-1 Plans and Project-2 Plans. The County agrees that no separate County construction and/or ROW permits need to be obtained for these purposes.

j. The County grants the Department, its consultants, and contractors (at no cost to the Department, its consultants, or contractors) the right to enter upon, over, through, under, across, and to occupy the County's ROW for the purposes of operating and maintaining all areas of Project-1 and Project-2 for which maintenance responsibility is assigned to the Department as depicted on Exhibit "A" to this Agreement (as such exhibit may later be amended). The County agrees that no separate County ROW permit is required for these purposes.

k. The County grants the Department and contractors (at no cost to the Department or contractors) the right to perform detours on County roadways as shown in the Project-1 Plans for work on Bachman Road and Rocket Boulevard. The County agrees that no separate County construction and/or ROW permits are needed for these purposes.

l. Upon final acceptance of the Projects by the Department, the County shall operate and maintain, at its sole cost, all areas of the Projects for which maintenance responsibility is assigned to the County as depicted on Exhibit "A" (as such exhibit may later be amended). The County's responsibilities will include:

1. All roadway features, fencing and gates, pavement striping, safety devices, sidewalks, lighting, landscaping and ground-mounted signage.
2. All roadway features for the existing Taft Vineland Road bridges over SR 91 (754169 & 754170).

m. Upon final acceptance of the Projects by the Department, the County shall operate and maintain the drainage pipes and structures, at its sole cost, for all areas of the Projects for which maintenance responsibility is assigned to the County as depicted on Exhibit "A" (as such exhibit may later be amended) and Exhibit "E" (as such exhibit may later be amended).

n. It is understood by the Parties that all traffic and pedestrian signalization control system equipment and components at the locations listed in Section 3.p., above, shall be operated and maintained by the County in accordance with the terms and conditions of the then current traffic signal maintenance compensation agreement (TSMCA) between the Department and the County.

o. Upon final acceptance of the Projects by the Department, the County shall own, operate and maintain the traffic and pedestrian signalization control system equipment and components at the intersection of Satellite Blvd and Taft Vineland Road.

p. The County shall perpetually maintain all portions of the Projects under this Agreement, for which it has maintenance responsibility in good repair and working order in accordance with the Project-1 Plans and Project-2 Plans and the standards and requirements of the Department generally applicable to work on Department ROW (as may be amended), and in a

manner which will not interfere with the convenient, safe, and continuous use of SR 91 and other Department facilities thereto. If any portion of the Projects for which the County has maintenance responsibility is damaged such that it is not structurally stable or presents a safety hazard to the public, it shall be repaired to a safe condition in a timely manner.

1. For any routine or periodic maintenance activities on any portion of the Projects on County ROW if impacting Department ROW, and on any portion of the Projects on Department ROW for which maintenance responsibility is assigned to the County under this Agreement, the County shall submit to the Department a maintenance plan detailing the means and methods for accomplishing repairs in accordance with all Department standards, procedures, and specifications. This maintenance plan must be submitted to Enterprise's Maintenance Office at least forty-eight (48) hours in advance of the planned maintenance work and approved by the Department prior to commencing any maintenance or repair activities (this requirement shall not be construed to limit the County's responsibility for taking immediate action to protect the traveling public in the event any portion of the Projects maintained by the County is determined to pose an imminent safety threat). It is hereby agreed by the Parties that neither the granting of permission to access Department ROW nor the County's use or occupancy of Department ROW shall operate to create or vest any property right to or in the County. For any maintenance activities that will require a lane closure on SR 91 or impact traffic on SR 91, the County must provide a signed and sealed Maintenance of Traffic Plan and lane closure analysis to the Department for its review and approval prior to commencing such maintenance activities.
2. Maintenance work performed by the County on the Department's ROW shall only be performed by qualified and/or experienced contractors or by County staff while meeting Department standards, the selection of which is subject to review and approval by the Department, and shall be subject to the requirements of this Agreement generally applicable to work in Department ROW, including the requirements for advance notice of work to be performed, maintenance of traffic, workmanlike performance, erosion and pollution control, environmental requirements, avoidance of damage to Department facilities, public safety, hours of operation, and lane closures. Maintenance work that includes reconstruction of any portions of the Projects shall be subject to all provisions of this Agreement applicable to the initial construction of the Projects.
3. Unless otherwise agreed to by the Department in a separate writing, improvements constructed as part of the Projects for which the County is responsible for maintenance shall be maintained to the same dimensions as originally constructed. The County shall not cause or permit any liens or encumbrances to attach to any portion of Department ROW.

4. The County's performance of its maintenance responsibilities for the portions of the Projects located on Department ROW are subject to periodic inspection by the Department, at the Department's sole discretion. If the Department reasonably determines that the County's performance of its maintenance responsibilities is not completed in accordance with the provisions of this Agreement, then the Department may cause the needed maintenance to be performed at the County's sole cost and expense as further set forth in this paragraph. If the needed maintenance is not required to avoid or correct an imminent risk of injury to persons or property, the Department will provide written notification to the County of such maintenance at least thirty (30) calendar days in advance of performing maintenance work for which the County is responsible. If the County does not perform the required maintenance within such period, the Department, within its reasonable discretion, may: (1) provide the County with written authorization granting additional time to the County to complete such maintenance; or (2) perform such maintenance in accordance with this Agreement at the County's sole cost and expense (in which case, the Department shall provide the County with an invoice for the actual costs incurred by the Department and the County shall pay the invoice within sixty (60) calendar days of the date of the invoice)

5. The County shall be solely responsible for any damages to Department real property, any surrounding property, real estate, vehicles, pedestrians, or other persons or things occurring as a result of its operation or maintenance activities, at no expense to the Department. In addition, the County will be solely responsible for clean-up or restoration required to correct any environmental or health hazards that may result from its maintenance operations, at no expense to the Department. The County shall not store any hazardous materials within the Department ROW.

The provisions of this paragraph shall survive the expiration or termination of this Agreement.

Remainder of page intentionally left blank

5. General Emergency Maintenance Responsibilities

In addition to each Party’s specific maintenance responsibilities as outlined in Section 3 (Department) and Section 4 (County), the Parties agree to the following general maintenance responsibilities:

a. During an emergency situation as declared by either Party, both Parties have access to the drainage pipes and structures shown in Exhibit “E” to perform any necessary repairs needed to eliminate risks to life, safety, or property. Both Parties agree to coordinate after the repairs are completed to document the work performed and identify any costs incurred by either Party and reimbursement of the cost incurred.

b. During an emergency situation as declared by either Party, both Parties have access to the maintenance limits as defined in this Agreement and in the attached Exhibit “A” to perform any necessary repairs needed to eliminate risks to life, safety, or property. Both Parties agree to coordinate after the repairs are completed to document the work performed and identify any costs incurred by either Party and reimbursement of the cost incurred

6. Miscellaneous

a. Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both Parties.

b. Any notice or other document which either Party is required to give or deliver to the other under the terms of this Agreement shall be given in writing and delivered personally or sent to:

TO DEPARTMENT:

Executive Director
Florida’s Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

With a copy to:

Chief Counsel
Florida’s Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

TO COUNTY:

Orange County Administrator
Orange County
P.O. Box 1393
Orlando, FL 32802-1393

With a copy to:

County Attorney
Orange County
P.O. Box 1393
Orlando, FL 32802-1393

c. The Department may cancel this Agreement for refusal of the County to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the County in conjunction with this Agreement.

d. Nothing in this Agreement shall prevent the Parties from entering into third party agreements that require third parties to assist the Parties with their obligations under this Agreement; provided, however, such third-party agreements shall not in any manner relieve the Parties of their obligations under this Agreement. Neither the Department nor the County shall be obligated or liable hereunder to any person or entity not a party to this Agreement. This Agreement confers no rights on any third party and shall not create any other third-party beneficiary under this Agreement, nor shall this Agreement authorize anyone not a Party to this Agreement to maintain a suit against the Department or the County pursuant to the terms of this Agreement.

e. Upon request, the County will (at no cost to the Department, its consultants, or contractors) enter into any additional agreement(s) as may be necessary for the Department to perform the work required for the Projects to otherwise effectuate the terms of this Agreement.

f. The requirements of Section 339.135(6)(a), Florida Statutes, are incorporated into this Agreement:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.”

g. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

h. No waiver by either Party of any failure by the other Party to timely perform any of its obligations under this Agreement, shall be construed as a waiver of any succeeding failure of the defaulting Party to perform or as a waiver of the defaulting Party’s obligations under this Agreement.

i. Nothing in this Agreement shall constitute a waiver by either Party of its sovereign immunity for any damages claimed by third parties, nor shall anything included herein be construed as consent by the County or the Department to be sued by third parties in any matter arising out of this Agreement.

j. To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, each Party shall indemnify and hold harmless the other Party, including the Party's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Party and persons employed or utilized by the each Party in the performance of this Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's or the County's sovereign immunity.

k. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

l. THE COUNTY AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

m. This Agreement shall be binding upon the Parties, their successors and assigns. The County may not assign any of its rights or obligations under this Agreement.

n. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute solely between the Parties arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

o. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last signed by a Party.

ORANGE COUNTY, FLORIDA
a political subdivision of the State
of Florida

**FLORIDA DEPARTMENT OF
TRANSPORTATION, FLORIDA'S
TURNPIKE ENTERPRISE**

By: _____
Jerry L. Demings
Orange County Mayor

By: _____
Nicola Liquori
Executive Director and CEO
Florida's Turnpike Enterprise

Date: _____

Date: _____

(SEAL)

Legal Review (Department)

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

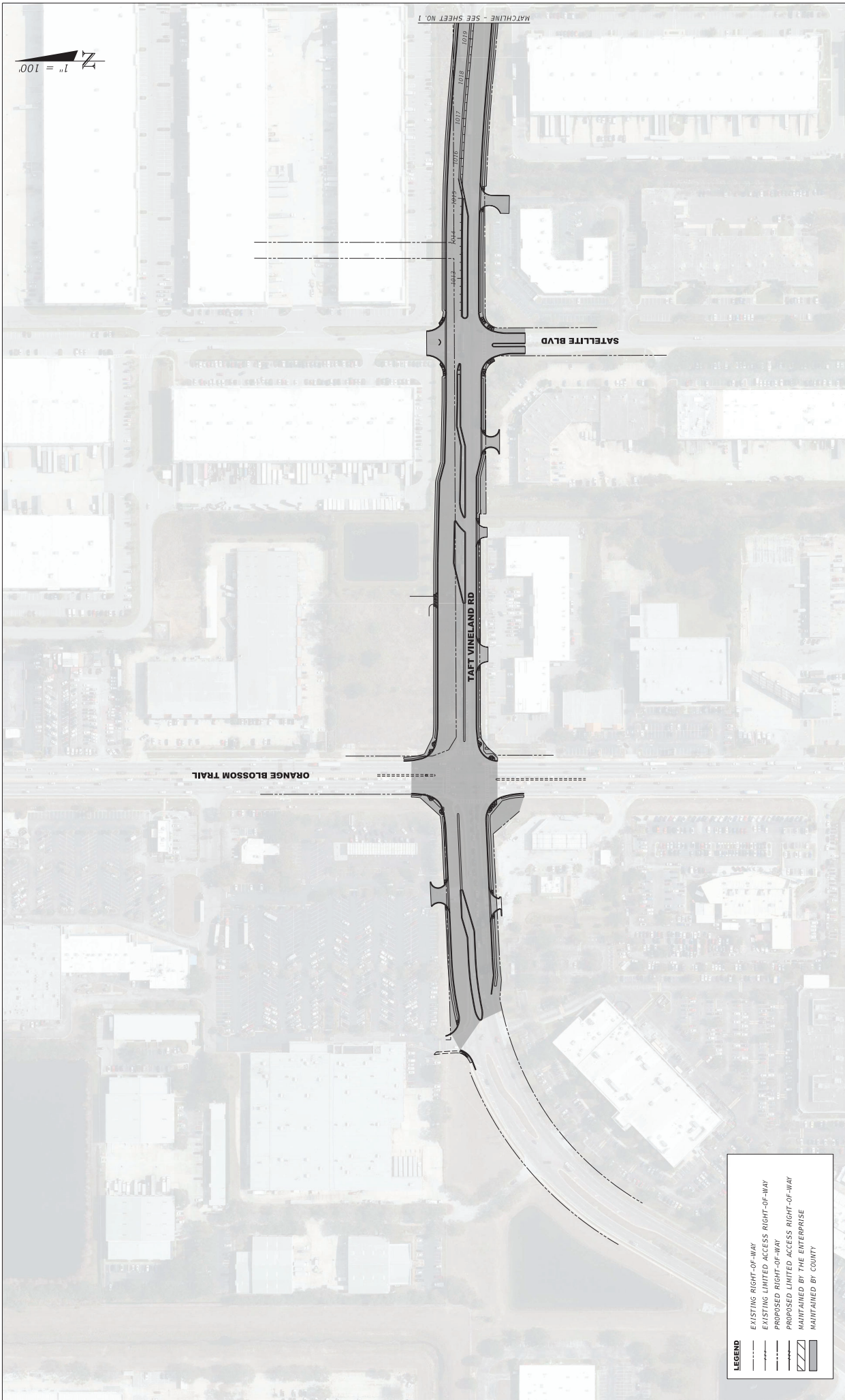
By: _____
Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

Date: _____

Legal Review (County)

EXHIBIT "A"



1" = 100'

MATCHLINE - SEE SHEET NO. 1

TAFT VINELAND RD

SATELLITE BLVD

ORANGE BLOSSOM TRAIL

LEGEND	
	EXISTING RIGHT-OF-WAY
	EXISTING LIMITED ACCESS RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	PROPOSED LIMITED ACCESS RIGHT-OF-WAY
	MAINTAINED BY THE ENTERPRISE
	MAINTAINED BY COUNTY

WANTMAN GROUP, INC.
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

**EXHIBIT A: MAINTENANCE & LIMITS
OF RESPONSIBILITY EXHIBIT**

SHEET
NO.

2

1" = 100'

MATCHLINE - SEE SHEET NO. 1

BEGIN RETAINING WALL



ROCKET BLVD

POND

LEGEND

- EXISTING RIGHT-OF-WAY
- - - EXISTING LIMITED ACCESS RIGHT-OF-WAY
- · - · - · PROPOSED RIGHT-OF-WAY
- · - · - · MAINTAINED BY THE ENTERPRISE
- ▨ MAINTAINED BY THE COUNTY

SHEET NO.

3

EXHIBIT A: MAINTENANCE & LIMITS OF RESPONSIBILITY EXHIBIT

WANTMAN GROUP, INC.
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

Cassidy, McCalla 5/1/2026

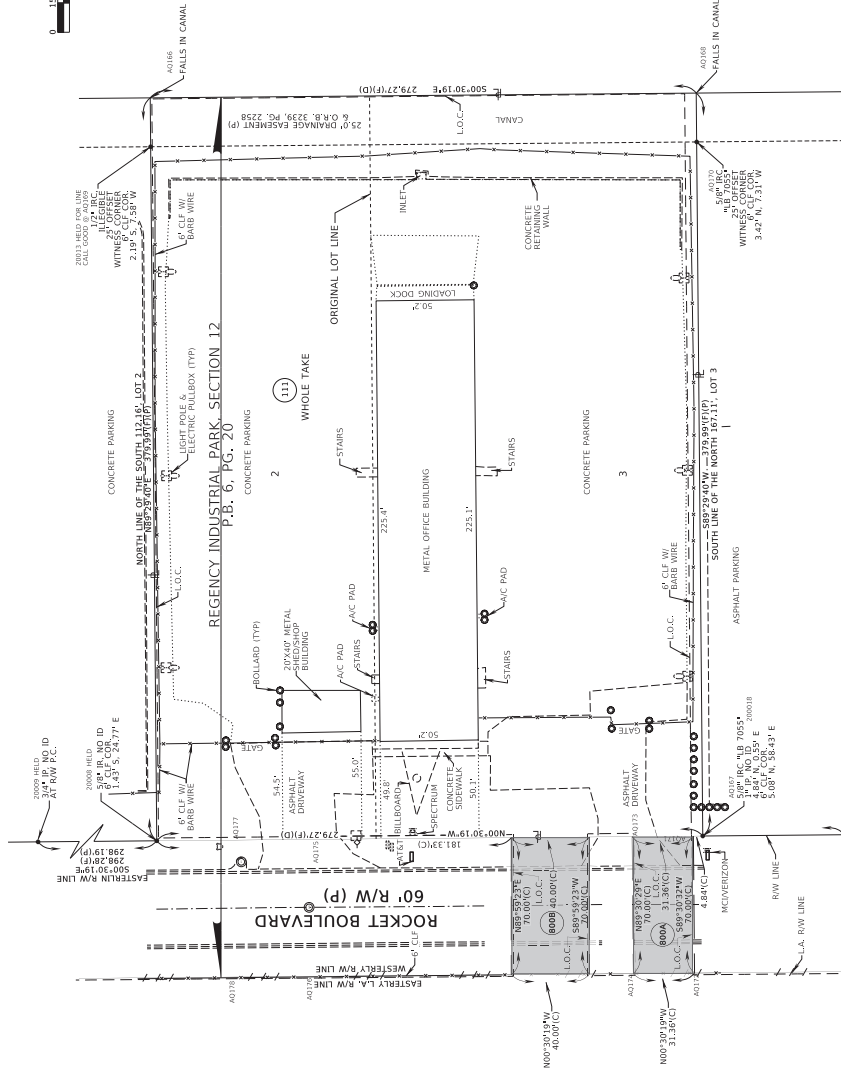
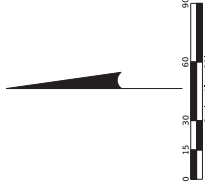
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EXHIBIT "B"

EXHIBIT "D"

SECTION 11, TOWNSHIP 24 SOUTH, RANGE 29 EAST



SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE)(S.R. 91)
 R/W VARIES PER FLORIDA STATE TURNPIKE AUTHORITY
 SUNSHINE STATE PARKWAY PROJECT NO. 2 R/W MAP
 CONTRACT 11.2, DATED 01/11/1962

LEGEND:



ROW PERMISSION FROM COUNTY TO
 DEPARTMENT FOR DRAINAGE PURPOSES

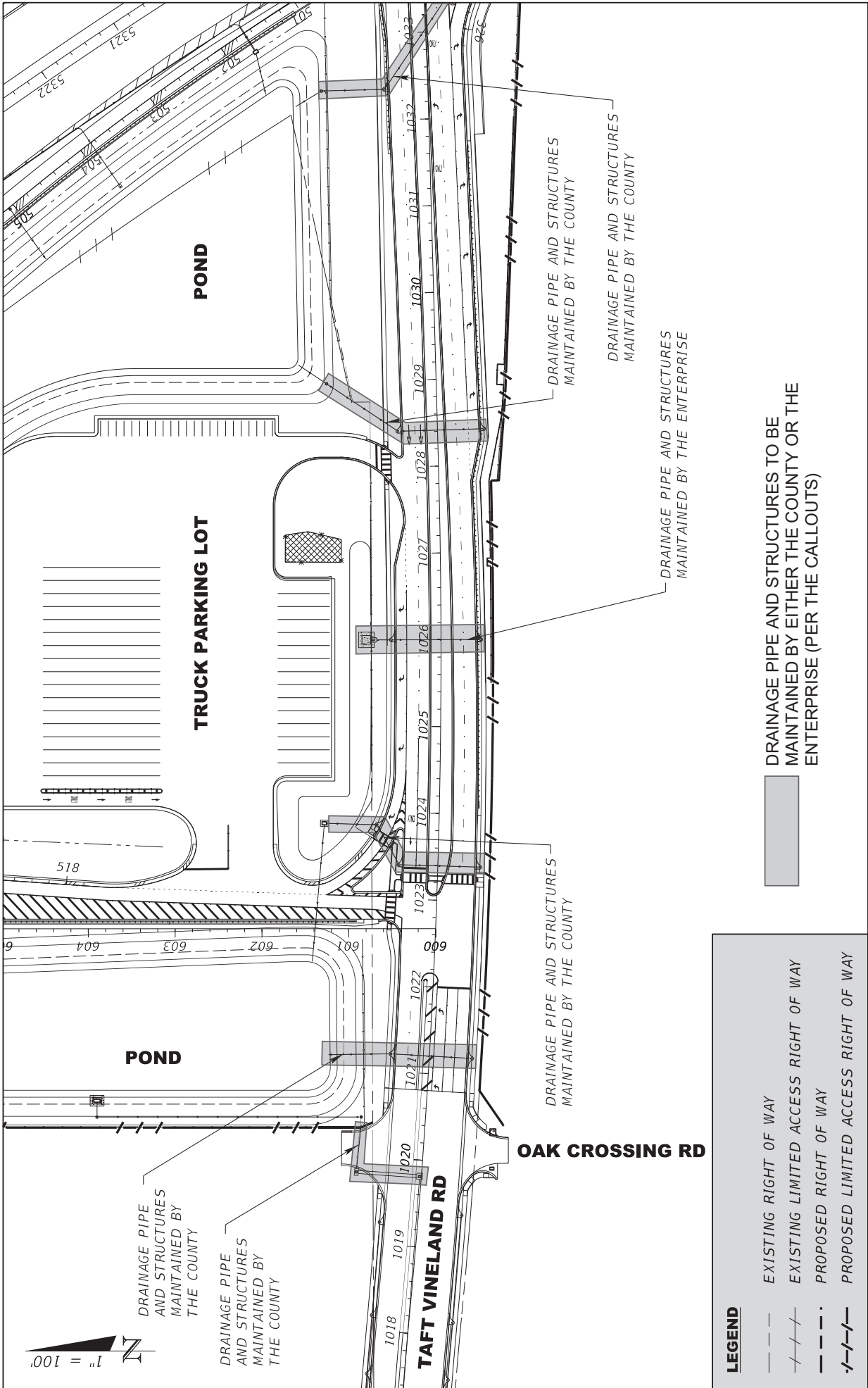
EXHIBIT "D" SHEET 1 OF 1

THIS MAP IS NOT A SURVEY
 DETAIL SHEET

S.R. 91 NEW INTERCHANGE ON TURNPIKE MAINLINE AT TAFT VINELAND ROAD

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING		APPROVED BY: [Signature]	DATE: 4/20/22
	SECTION N/A		PREPARED BY: [Signature]	DATE: 03/02/23
ORANGE COUNTY		FED. PROJ. N/A	DATE: 03/02/23	DATE: 03/02/23
STATE ROAD NO. 91		CHECKED BY: [Signature]	DATE: 03/02/23	DATE: 03/02/23
F.P. NO. 444980-1-32-01		SCALE: 1" = 30'		SHEET 10 OF 15

EXHIBIT “E”



<p>EXHIBIT E: STORMWATER DRAINAGE INTERFACE</p>	<p>WANTMAN GROUP, INC. 2035 VISTA PARKWAY WEST PALM BEACH, FL 33411</p>	<p>5/1/2026 4:47:43 PM Exhibit E Drainage</p>	<p>SHEET NO. 1</p>
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LOCALLY FUNDED AGREEMENT

This LOCALLY FUNDED AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA’S TURNPIKE ENTERPRISE, an executive agency of the State of Florida (the “Department”), and Orange County, a charter county and political subdivision of the State of Florida (the “County”) (the Department and the County may be individually referred to as a “Party” and collectively as the “Parties”).

RECITALS

A. The Department is authorized to enter into agreements with governmental entities that wish to aid in any Department project or project phase in the Department’s adopted work program in accordance with Section 339.12, Florida Statutes.

B. The Department’s adopted work program includes two (2) projects on and connecting SR 91 and Taft Vineland Road in Orange County, Florida: 1) construction of a new partial interchange on SR 91 and Taft Vineland Road at milepost 253, and widening of Taft Vineland Road from Oak Crossing Road to General Drive, as described in the Department’s Five-Year Adopted Work Program as Financial Project Number (FPN) 444980-1 (“Project-1”); and 2) widening of Taft Vineland Road from just west of Orange Blossom Trail (US 441) to Oak Crossing Road, as described in the Department’s Five-Year Adopted Work Program as FPN 444980-3, and as also known by the County as Capital Improvement Plan Number 3037 (“Project-2”). (Project-1 and Project-2 may be referred to collectively in this Agreement as the “Projects”).

C. The Parties have entered into that certain Memorandum of Agreement, of even date (the “Project Agreement”), pursuant to which, among other things, the County has agreed to provide funding specified herein for the Projects, the Department has agreed to administer the construction of the Projects, and to memorialize the ownership, operations, and maintenance for the improvements to be constructed for the Projects.

AGREEMENT

In consideration of the mutual covenants and promises contained in this Agreement, the Parties agree that the Recitals are true, correct, and incorporated by reference herein, and further agree as follows:

SECTION 1 OBLIGATIONS OF THE DEPARTMENT

1.1 In accordance with the terms of the Project Agreement, the Department is responsible for the preparation of all design, construction plans and specifications, and right-of-way acquisition for Project-1. Additionally, the Department will provide construction services and associated CEI services for the Projects in accordance with the procurement processes available to the Department, it being understood by the Parties that the Department will let Project-1 and

Project-2 to a single construction contract. The limits of the Projects are shown on Exhibit “A” to this Agreement.

1.2 The Department will utilize the County’s Local Share (defined in Section 2.3, below) to pay the costs of the Projects as set forth in Table 1 (Section 2.4, below) and Table 2 (Section 2.8, below).

1.3 The Department is responsible for the lump sum cost for the proposed Left Turn Bay (proposed left turn lanes on Taft Vineland Road eastbound leading to the new southbound on-ramp to SR 91) and the proposed Traffic Signal (proposed signal installation, including mast arms, mast arms hardware, pedestrian signals, cabinets, detection, fiber connection and power service at the intersection of Satellite Boulevard and Taft Vineland Road) towards Project-2 as shown in Table 1 (Section 2.4, below) and Exhibit “B”.

SECTION 2 OBLIGATIONS OF THE COUNTY

2.1 In accordance with the terms of the Project Agreement, the County is responsible for preparation of all design, construction plans and specifications, and right-of-way acquisition for Project-2, and the contribution of the Local Share as defined in the Project Agreement and this Agreement.

2.2 The Projects are anticipated to be advertised on July 10, 2026 (“Advertisement Date”). The Department may adjust the schedule of the Projects as necessary and will provide reasonable notice to the County. Such adjustments shall not require an amendment to this Agreement. The County shall not use any federal funds to provide County’s Local Share to the Department.

2.3 The County agrees that it will, at least twenty-one (21) calendar days prior to Advertisement Date by the Department for bids on the construction contract for the Projects, furnish the Department an advance deposit in the amount of Fifteen Million Eight Hundred Twenty-Six Thousand and Two Hundred Seventeen and 00/100 Dollars (\$15,826,217.00) to the Department, which will constitute the funding to be provided by the County for the Projects as set forth in this Agreement (the “Local Share”). The Local Share is the sum of Table 1 and Table 2.

2.4 The portion of the Local Share as shown in Table 1 below represents the County’s contribution for the full payment of the estimated construction cost for Project-2, plus allowances minus the lump sum construction costs by the Department for the traffic signal and the left turn bay, (the “Escrow Funding Portion”). The Department will utilize the Escrow Funding Portion for payment of the construction costs for Project-2.

Table 1 Escrow Funding Portion				
Component	Project	Description	Responsible Party	Contribution Amount
Construction	444980-3-52-01	Construction cost for Project-2	County	\$15,532,470.00
Left Turn Bay	444980-3-52-01	Lump sum construction costs within the geographical limits of Project-2	Department	-\$410,000*
Traffic Signal	444980-3-52-01	Lump sum construction costs within the geographical limits of Project-2.	Department	-\$785,000*
Escrow Funding Portion of County's Local Share				\$14,337,470
*Amount reflects the Department's responsibility to bear the lump sum cost for the associated component and does not represent a reimbursement or payment obligation by the Department to the County.				

2.5 If the accepted bid amount relating to FPN 444980-3-52-01 (“Project-2 Bid Amount”) is in excess of the contribution amount by the County for the construction component of Project-2 noted in Table 1 above (“County Contribution Amount”), the Department shall coordinate with the County on this item, and then the County will provide an additional deposit within twenty-one (21) calendar days of notification from the Department or prior to posting of the accepted bid, whichever is earlier, so that the County Contribution Amount is equal to the Project-2 Bid Amount. The Department will notify the County as soon as it becomes apparent the Project-2 Bid Amount is in excess of the County Contribution Amount. However, failure of the Department to so notify the County shall not relieve the County from its obligation to pay for its full participation on final accounting as provided herein below. If the County cannot provide the additional deposit within twenty-one (21) calendar days, a letter must be submitted to and approved by the Department’s project manager indicating when the additional deposit will be made. The County understands the request and approval of the additional time could delay the Projects, and additional costs may be incurred due to a delay of the Projects.

2.6 If the Project-2 Bid Amount is less than the County Contribution Amount, the Department will refund the amount that the County Contribution Amount exceeds the Project-2 Bid Amount if such refund is requested by the County in writing.

2.7 Should modifications or changes to bid items occur that increase the County’s share of the total construction costs for Project-2, the County will be notified by the Department accordingly. The County agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the Department is sufficient to fully fund its share of the total construction costs for Project-2. The Department shall notify the County as soon as it becomes apparent the actual construction costs for Project-2 will overrun the award amount. However, failure of the Department to so notify the County shall not relieve the County

from its obligation to pay for its full participation during the Projects and on final accounting as provided herein below. Funds due from the County during the Projects not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes (F.S.).

2.8 The portion of the Local Share as shown in Table 2 below represents the County’s contribution for payment of other costs related to the Projects (the “Non-Refundable Funding Portion”). The Department may utilize the Non-Refundable Funding Portion for payment of the costs of the Projects as noted in Table 2. The Non-Refundable Funding Portion will not be subject to reductions or increases at any time and will not be refundable.

Table 2 Non-Refundable Funding Portion				
Component	Project	Description	Responsible Party	Contribution Amount
CEI	444980-1-62-01	CEI costs for Project-2	County	\$1,438,747.00
Construction	444980-1-52-01	Construction costs for sidewalk on Bachman Road within the geographical limits of Project-1	County	\$50,000.00
Non-Refundable Funding Portion of County’s Local Share				\$1,488,747.00

2.9 If the actual cost of the components shown in Table 2 are less than associated contribution amounts provided by the County, the excess will be applied to other phases on the Projects.

2.10 The County shall designate a construction project manager who shall have the authority to approve cost increases to Project-2 not to exceed ten percent (10%) of the County Contribution Amount. Cost increases exceeding ten percent (10%) of the County Contribution Amount will require approval by the County’s board of county commissioners. Nothing in this paragraph shall affect the County’s obligations as provided in Section 2.7, above.

2.11 In the event that the Department, in coordination with the County, approves a proposal by the contractor for Voluntary Acceleration as outlined in Subarticle 4-3.10 of the Department’s Standard Specifications for Road and Bridge Construction, relating to the Projects, then the County shall, within thirty (30) calendar days of written notice by the Department, contribute additional funds equal to twenty percent (20%) of the payment amount agreed to by the Department and the contractor established in a supplemental agreement for the proposal. Note the additional funds from the County in this section shall be subject to Section 2.10, above.

SECTION 3 FINANCIAL PROVISIONS

3.1 The requirements of Section 339.135(6)(a), Florida Statutes, are incorporated into this Agreement: “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 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.”

3.2 The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the contractor. The Department considers the Projects complete when the final payment has been made to the contractor, not when the construction work is complete. All project cost records and accounts shall be subject to audit by a representative of the County for a period of three (3) years after final close out of the Projects. The County will be notified of the final cost. Both Parties agree that in the event the final accounting of total construction costs for Project-2 pursuant to the terms of this Agreement is less than the total deposits to date for the County Contribution Amount, a refund of the excess will be made by the Department to the County. If the final accounting is not performed within three hundred and sixty (360) days, the County is not relieved from its obligation to pay.

3.3 In the event the final accounting of total construction costs for Project-2 is greater than the total deposits to date for the County Contribution Amount, the County will pay the additional amount within forty (40) calendar days from the date of the invoice from the Department. The County agrees to pay interest at a rate as established pursuant to Section 55.03, F. S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

3.4 The payment by the County of the Escrow Funding Portion of the County’s Local Share will be made directly to the Department for deposit, as provided in attached Three Party Escrow Agreement between the County, the Department, and the State of Florida, Department of Financial Services, Division of Treasury, attached hereto as Attachment “1.” Funds can be wired to the Department using the account codes below:

For the Escrow Funding Portion:
Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78,
Financial Project: 444980-3-52-01

If the payment of the Escrow Funding Portion of the County’s Local Share is in the form of a check, the check must be forwarded to:

Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

3.5 The payment by the County of the Non-Refundable Funding Portion of the County’s Local Share will be made directly to the Department for deposit. Funds can be wired to the Department using the account codes below:

For the Non-Refundable Portion:
Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78
Financial Project: 444980-1-52-01 & 444980-1-62-01

If the payment of the Non-Refundable Portion of the County’s Local Share is in the form of a check, the check must be forwarded to:

Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

Funds received from the County will be deposited into a master escrow account with the Florida Department of Financial Services, Division of Treasury, Bureau of Collateral Management.

**SECTION 4
COMMENCEMENT AND TERMINATION OF AGREEMENT**

4.1 This Agreement shall be effective as of the date last signed by a Party and shall terminate upon the earlier of the mutual written consent of the Parties or three hundred sixty (360) days after final payment has been made to the Department’s consultants and contractors for work on the Projects. Notwithstanding any termination, terms which by express terms and context are intended to survive the performance, termination, or expiration of this Agreement shall so survive.

**SECTION 5
MISCELLANEOUS PROVISIONS**

5.1 Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both Parties.

5.2 Any notice or other document which either Party is required to give or deliver to the other under the terms of this Agreement shall be given in writing and delivered personally or sent to:

TO DEPARTMENT:

Executive Director
Florida’s Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

With a copy to:

Chief Counsel
Florida’s Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

TO COUNTY:

Orange County Administrator
Orange County
P.O. Box 1393
Orlando, FL 32802-1393

With a copy to:

County Attorney
Orange County
P.O. Box 1393
Orlando, FL 32802-1393

5.3 This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in the Circuit Court in and for Leon County, Florida.

5.4 Nothing herein shall be construed to create any third-party beneficiary rights in any person not a party to this Agreement or waive the Parties’ respective sovereign immunity protections against claims by third parties.

5.5 This Agreement shall be binding upon the Parties, their successors and assigns.

5.6 If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

5.7 THE COUNTY AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

5.8 This Agreement may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

5.9 The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last signed by a Party.

ORANGE COUNTY, FLORIDA
a political subdivision of the State
of Florida

**FLORIDA DEPARTMENT OF
TRANSPORTATION, FLORIDA'S
TURNPIKE ENTERPRISE**

By: _____
Jerry L. Demings
Orange County Mayor

By: _____
Nicola Liquori
Executive Director and CEO
Florida's Turnpike Enterprise

Date: _____

Date: _____

(SEAL)

Legal Review (Department)

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

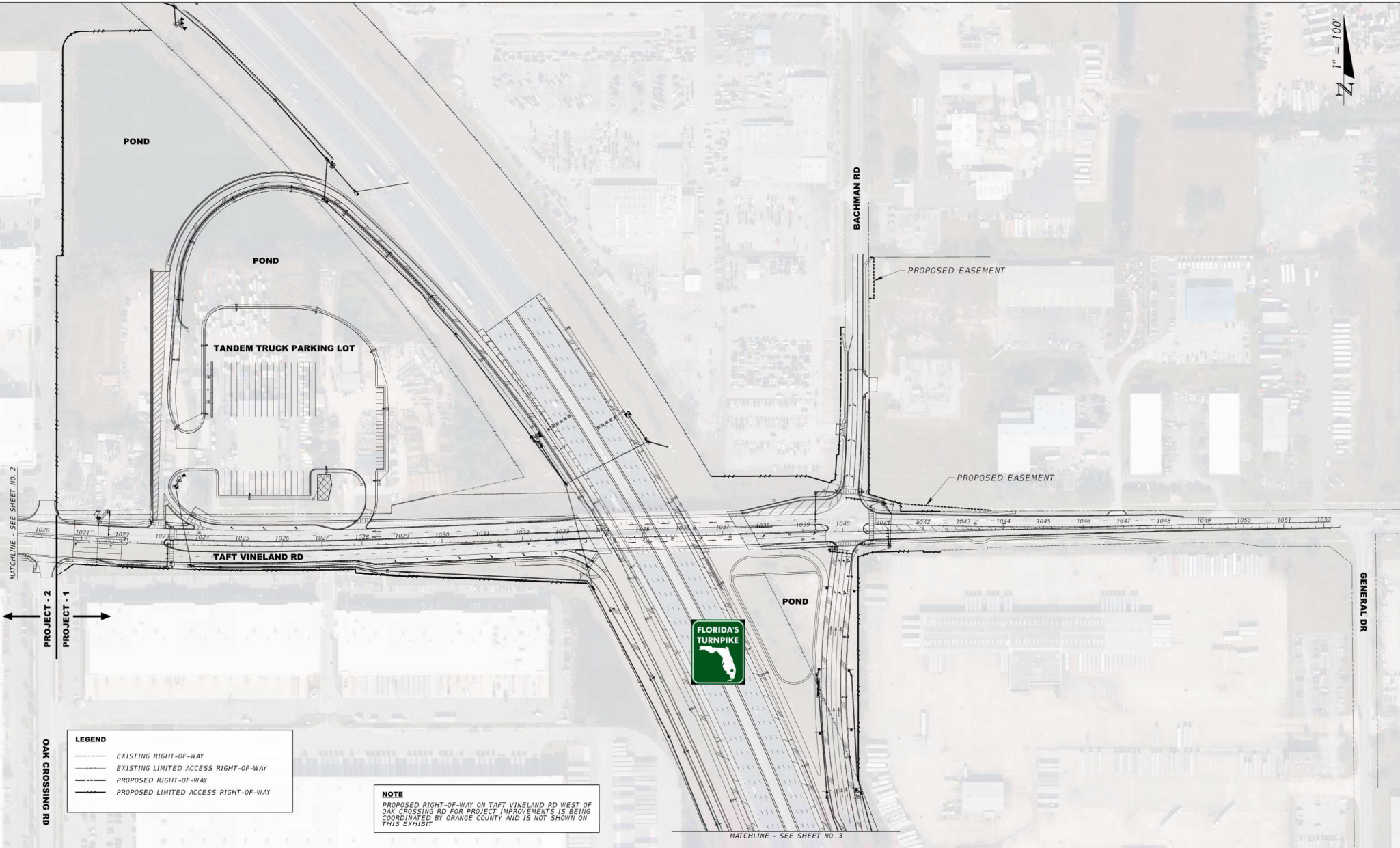
By: _____
Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

Date: _____

Legal Review (County)

EXHIBIT “A”



MATCHLINE - SEE SHEET NO. 2

PROJECT - 2
PROJECT - 1

OAK CROSSING RD

- LEGEND**
- EXISTING RIGHT-OF-WAY
 - EXISTING LIMITED ACCESS RIGHT-OF-WAY
 - PROPOSED RIGHT-OF-WAY
 - PROPOSED LIMITED ACCESS RIGHT-OF-WAY

NOTE
 PROPOSED RIGHT-OF-WAY ON TAFT VINELAND RD WEST OF OAK CROSSING RD FOR PROJECT IMPROVEMENTS IS BEING COORDINATED BY ORANGE COUNTY AND IS NOT SHOWN ON THIS EXHIBIT

MATCHLINE - SEE SHEET NO. 3

PROPOSED EASEMENT

PROPOSED EASEMENT

GENERAL DR

EXHIBIT A: LOCAL FUNDING AGREEMENT

SHEET NO.

1



- LEGEND**
- — — — — EXISTING RIGHT-OF-WAY
 - — — — — EXISTING LIMITED ACCESS RIGHT-OF-WAY
 - — — — — PROPOSED RIGHT-OF-WAY
 - — — — — PROPOSED LIMITED ACCESS RIGHT-OF-WAY

NOTE
PROPOSED RIGHT-OF-WAY ON TAFT VINELAND RD WEST OF OAK CROSSING RD FOR PROJECT IMPROVEMENTS IS BEING COORDINATED BY ORANGE COUNTY AND IS NOT SHOWN ON THIS EXHIBIT

MATCHLINE - SEE SHEET NO. 1

EXHIBIT A: LOCAL FUNDING AGREEMENT

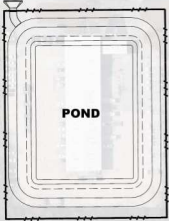
SHEET NO.
2

1" = 100'

WATCHLINE - SEE SHEET NO. 1



ROCKET BLVD



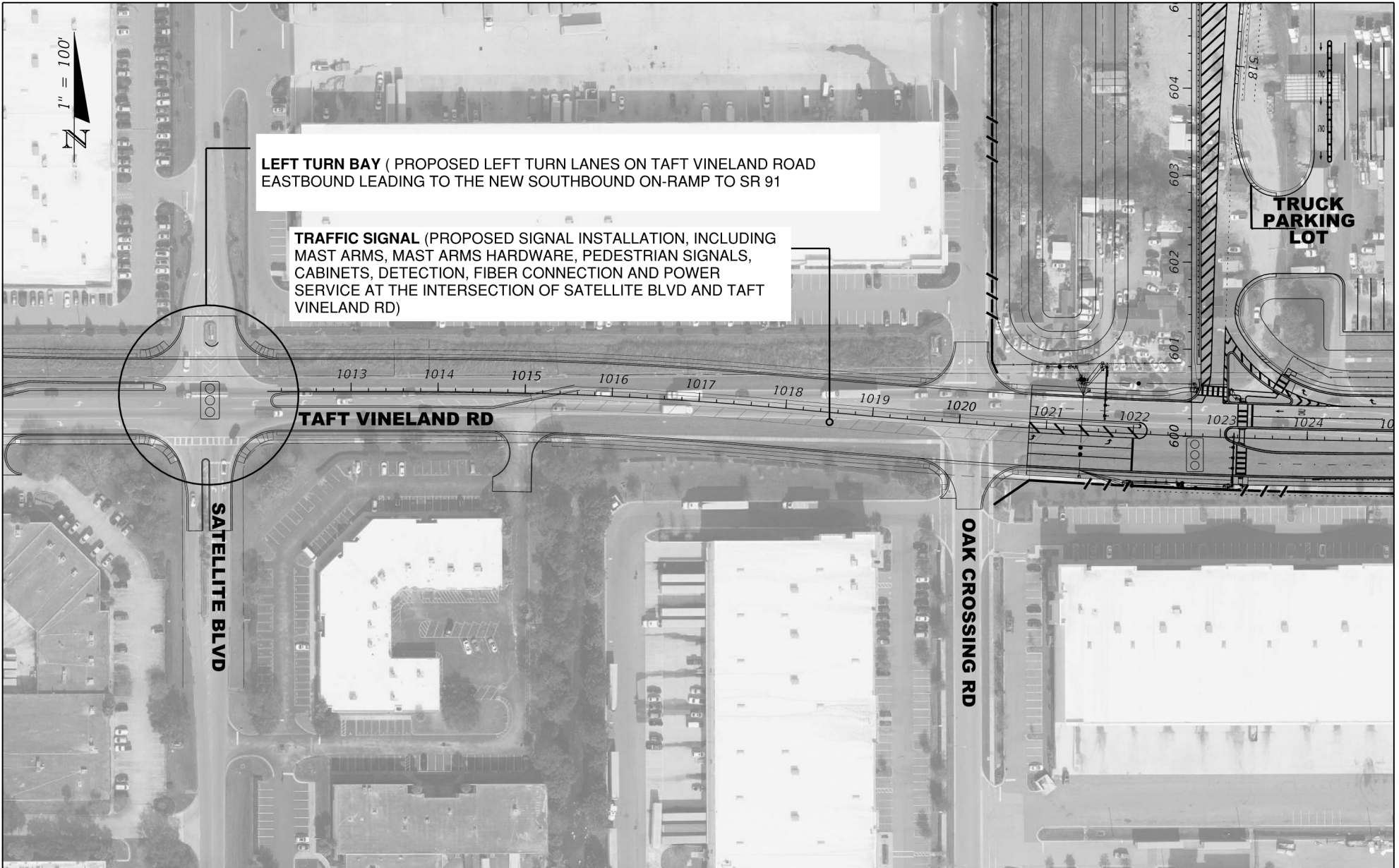
LEGEND	
	EXISTING RIGHT-OF-WAY
	EXISTING LIMITED ACCESS RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	PROPOSED LIMITED ACCESS RIGHT-OF-WAY

EXHIBIT A: LOCAL FUNDING AGREEMENT

SHEET NO.

3

EXHIBIT “B”



LEFT TURN BAY (PROPOSED LEFT TURN LANES ON TAFT VINELAND ROAD EASTBOUND LEADING TO THE NEW SOUTHBOUND ON-RAMP TO SR 91

TRAFFIC SIGNAL (PROPOSED SIGNAL INSTALLATION, INCLUDING MAST ARMS, MAST ARMS HARDWARE, PEDESTRIAN SIGNALS, CABINETS, DETECTION, FIBER CONNECTION AND POWER SERVICE AT THE INTERSECTION OF SATELLITE BLVD AND TAFT VINELAND RD)

TRUCK PARKING LOT

TAFT VINELAND RD

SATELLITE BLVD

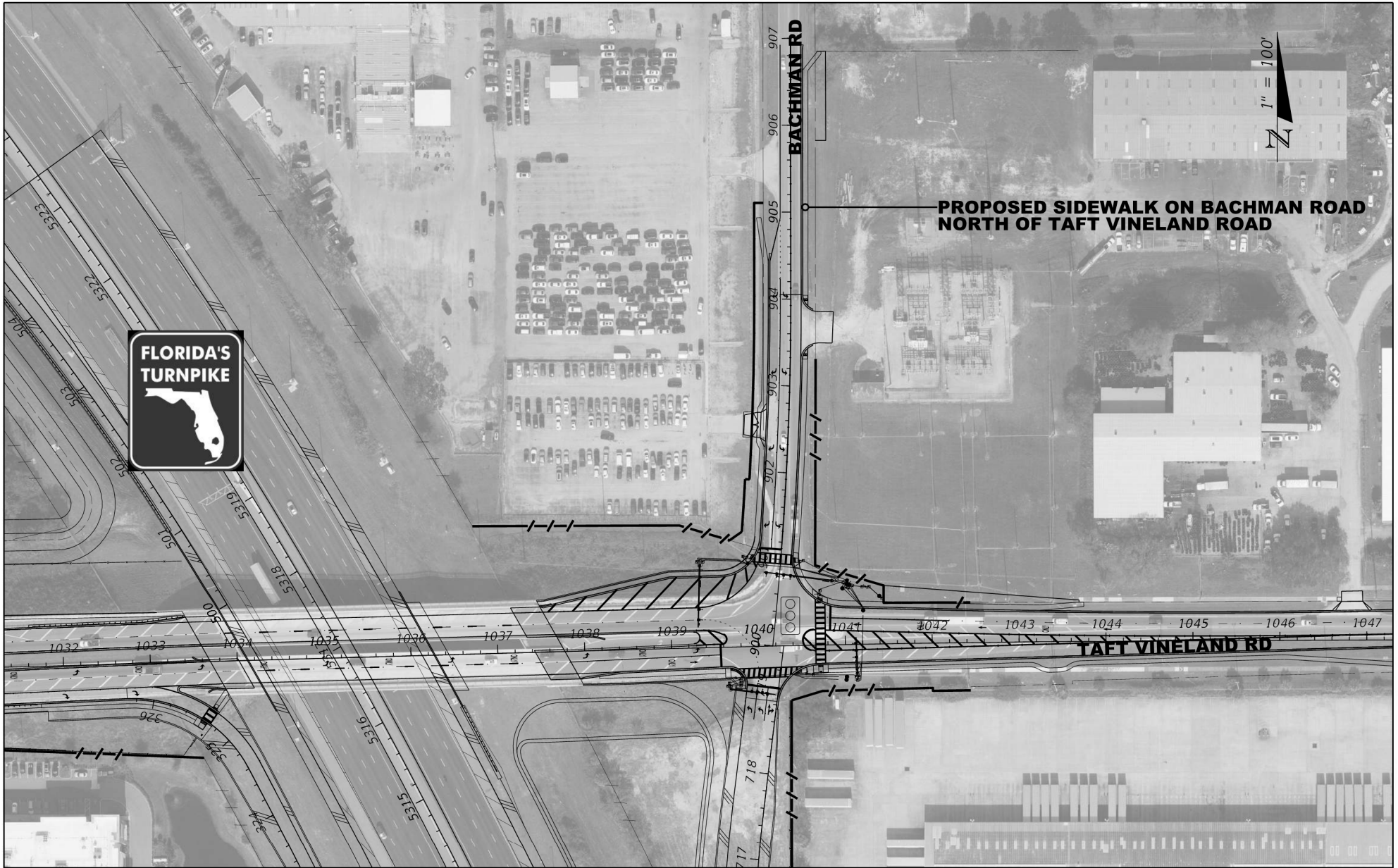
OAK CROSSING RD

WANTMAN GROUP, INC.
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

EXHIBIT B

SHEET NO.

1



**PROPOSED SIDEWALK ON BACHMAN ROAD
NORTH OF TAFT VINELAND ROAD**



WANTMAN GROUP, INC.
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

EXHIBIT B

SHEET NO.

2

ATTACHMENT “1”

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Orange County, a political subdivision of the State of Florida ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: WIDEN TAFT VINELAND RD FROM US441 TO OAK CROSSING RD IN ORANGE COUNTY

Project #: 444980-3-52-01

County: Orange

WHEREAS, FDOT and Participant desire to establish an escrow account for the Project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.
7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028

Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date