

BCC Mtg. Date: April 25, 2017

This instrument prepared by and after
recording return to:

Linda Loomis Shelley
Buchanan Ingersoll & Rooney PC
101 N Monroe Street, Suite 1090
Tallahassee, FL 32301

Project: Sunbridge PD

Tax Parcel I.D. No(s):

10-24-32-0000-00-004, 06-24-32-0000-00-001, 25-23-31-0000-00-001,
36-23-31-3849-00-060, 36-23-31-0000-00-007, 36-23-31-3849-08-000,
36-23-31-3849-09-000, 36-23-31-3849-07-000, 36-23-31-3849-05-000,
36-23-31-3849-00-010, 36-23-31-3849-02-000, 36-23-31-0000-00-003,
36-23-31-0000-00-006, 36-23-31-3849-00-040, 36-23-31-3849-00-050,
36-23-31-3849-00-020, 31-23-32-0000-00-002, 31-23-32-0000-00-005,
36-23-31-3849-06-000, 36-23-31-0000-00-002, 06-24-32-0000-00-017,
31-23-32-3859-00-008, 36-23-31-3849-00-030, 32-23-32-0000-00-001,
25-23-31-0000-00-003, 18-24-32-0000-00-004, 06-24-32-0000-00-019.

**TRANSPORTATION AGREEMENT
FOR SUNBRIDGE PARKWAY (From Dowden Road to
Osceola County Line)**

**THIS TRANSPORTATION AGREEMENT FOR SUNBRIDGE
PARKWAY** (the "**Agreement**"), effective as of the latest date of execution (the
"**Effective Date**"), is made and entered into by and among **TAVISTOCK EAST
HOLDINGS, LLC** ("**Applicant**"), a Florida limited liability company, 6900
Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827, on behalf of all owners of
real property which is subject to this Agreement, and **ORANGE COUNTY**, a
charter county and political subdivision of the State of Florida whose mailing
address is P.O. Box 1393, Orlando, Florida 32802-1393 ("**County**"). The
Applicant and County may sometimes be referred to collectively as the "**Parties.**"

SUBURBAN LAND RESERVE, INC., a Utah corporation, 79 S Main Street, Suite 500, Salt Lake City, UT 84111, individually and as the duly authorized representative of other owners of real property within the Sunbridge Planned Development, hereby consents to and joins in this Agreement, and is referred to collectively herein as the “**Owners.**”

WITNESSETH:

WHEREAS, Applicant is under contract to be the fee simple owner of certain real property, as shown in the project location map identified as Exhibit “A,” and as more particularly described on Exhibit “B” (legal description and sketch of description), both of which are attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, Farmland Reserve, Inc., a Utah non-profit corporation, Central Florida Property Holdings 100, LLC, a Florida limited liability company, Central Florida Property Holdings 200, LLC, a Florida limited liability company (collectively “FRI”), and Suburban Land Reserve, Inc., (“SLR”) are the current fee simple owners of the Property (“**Owners**”) and by execution of the attached Acknowledgement, Joinder and Consent have recognized the Applicant’s rights to purchase, develop and pursue entitlements on the Property; and

WHEREAS, Applicant is developing a portion of the Property as a large-scale master planned community including residential, office, industrial, retail and

hotel uses to be known as the Sunbridge Planned Development (“**Sunbridge PD**”);
and

WHEREAS, Applicant submitted a Road Term Sheet to the County which outlined the major components of its obligations and responsibilities relating to Sunbridge Parkway and such Road Term Sheet was approved by the County as part of its deliberations on the Sunbridge PD rezoning on November 29, 2016; and

WHEREAS, Applicant is willing to convey or cause the conveyance of certain portions of the Property to County in return for credits against transportation impact fees (“**Impact Fee Credits**”) to be paid in the future in connection with the Sunbridge PD; and

WHEREAS, Applicant is willing to construct those Segments of Sunbridge Parkway identified in Section 4 below and associated stormwater facilities within the Property (referred to and defined herein as the “**Improvements**”) in return for Impact Fee Credits; and

WHEREAS the Orange County Engineer has declared that portions of Sunbridge Parkway are impact fee eligible; and

WHEREAS, construction of the Improvements by Applicant and conveyance of road right-of-way, ponds and associated easements (“**ROW&E**”) will serve the health, safety, and general welfare of the public; and

WHEREAS, County and Applicant desire to set forth certain terms, conditions, and agreements between the parties as to the construction of the Improvements, design, engineering and permitting of the Improvements, and conveyance of the ROW&E to County.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Applicant and County (the “Parties”) agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Preliminary Design Study. Applicant shall fund and conduct a single preliminary design study (“PDS”) for Segments 2, 3a, 3b, and 4 of Sunbridge Parkway pursuant to the scope of services attached hereto and incorporated herein as Exhibit “C.” The Applicant shall receive transportation impact fee credits for the actual, reasonable, County-approved cost incurred for the PDS, which is currently estimated to be \$451,312.45.

Upon request by Applicant, the County is not requiring Applicant to conduct a PDS for Segment 1. The PDS process requires collection and analysis of environmental data. It is not necessary to include Segment 1 within the PDS because this Segment is wholly contained within the former International

Corporate Park of Development of Regional Impact (“ICP DRI”) and therefore the environmental attributes of that portion of the Property have already been extensively analyzed and are subject to existing permits issued by the County (Orange County CAI Permit No. 10-010 and Extension Request through 6/23/17) and the South Florida Water Management District (SFWMD Conceptual Permit No. 48-02172-P and Extension Request through 10/11/18). In addition, this Property is subject to the County’s Environmental Land Stewardship Program, which has gone through an extensive public engagement and hearing process.

Section 3. Improvements Included Within This Agreement. For purposes of this Agreement, the Parties agree that the Improvements include only the Segments of Sunbridge Parkway referenced in Section 4.A, below, and associated stormwater facilities relating to the Segments.

Section 4. Sunbridge Parkway Design, Permitting and Construction. Upon completion of the PDS by Applicant and acceptance of the PDS by the County, Applicant will deliver road designs and proceed to permit and construct Sunbridge Parkway within the segments depicted on Exhibit “E,” attached hereto and incorporated herein (the “Segments,” and each a “Segment”).

A. The Segments are as follows:

- i. Segment 1 – Design as 4-lane Urban, construct as 4- lane Urban
(except as noted in Section 4.C. below)

- ii. Segment 2 – Initially Design as 2-lane Rural, initially construct as 2- lane Rural
- iii. Segment 3a – Initially Design as 2-lane Rural, initially construct as 2- lane Rural
- iv. Segment 3b – Design as 2-lane Rural, construct as 2-lane Rural
- v. Segment 4 – Design as 2-lane Rural, construct as 2-lane Rural

Due to the uncertainty of timing of urban development and the potential for premature construction of utility and stormwater systems, the Applicant shall initially design, engineer, permit and construct Segments 2 and 3a as two lane rural segments. The Applicant shall thereafter design, engineer, permit and reconstruct the applicable rural section to an urban section when an application is submitted for a Preliminary Subdivision Plan (“PSP”) adjacent to the relevant Segment 2 or Segment 3a (the “Urban Section Trigger”), with the reconstruction of such Segment being completed prior to the issuance of a Certificate of Completion (“**C of C**”) for the subdivision improvements. Alternatively, the Applicant shall be responsible for the additional cost that the County would incur when reconstructing the two lane rural sections to two lane urban sections, as part of the expansion to four lane urban sections.

In the event Applicant reconstructs Segment 2 or Segment 3a or Applicant pays for the additional cost that the County would incur when reconstructing the

two lane rural sections to two lane urban sections as part of the County's expansion to four lane urban sections, the Applicant shall also provide a design for four-laning the relevant Segment(s) as four lane urban sections. The four-lane design for each of Segment 2 and 3a shall be commenced by Applicant within ninety (90) days of its receipt of notice from the County that the volume to capacity ratio based on actual traffic counts on the applicable Segment exceeds eighty (80) percent. Applicant shall submit design plans to County at 30%, 60%, 90%, 100% and Final design completion for County approval. The Applicant shall complete the design within fifteen (15) months of receipt of the notice provided by County pursuant to this paragraph.

If the County proceeds with construction of Segments 2 or 3a from two lane rural to four lane urban prior to the Urban Section Trigger, then, within one hundred eighty (180) days after the decision to proceed is made, the County shall develop and provide to Applicant, in County's reasonable discretion, an estimate of the expected costs and expenses to be incurred in connection with the construction and provide Applicant with written notice of such estimate. If the Applicant affirmatively accepts the County's estimate, Applicant shall, with ninety (90) days of acceptance, provide evidence satisfactory to the County that reimbursement of the County's costs and expenses will be made. If the Applicant does not affirmatively accept the County's estimate with in thirty (30) days, the parties

agree to meet in good faith to negotiate. If the parties are unable to resolve their disagreement within thirty (30) days, County shall be entitled to obtain at least three (3) bids, accepting bids only from qualified and responsive construction contractors, select the bid from the lowest responsive and responsible bidder, and notify Applicant in writing of the bid selection by providing Applicant copies of the itemized bids and bid selection. Applicant shall within ninety (90) days of receipt of the notice of bid selection, provide evidence satisfactory to the County that reimbursement of the County's costs and expenses will be made.

B. Within 180 days of the approval of this Agreement, the Applicant shall submit final construction plans for Segment 1 for permitting to the County. Within 180 days of approval of permits for Segment 1, the Applicant shall present a construction contract to the County pursuant to Section 7 below. Upon County's approval of each such construction contract, the Applicant shall commence the applicable construction within 180 days.

C. The Applicant, at its option, may initially construct Segment 1 as a 2-lane Urban segment. In such instance, the Applicant shall be required to complete construction of the remaining two lanes not later than the development threshold identified in Exhibit "J," attached hereto and incorporated herein. The Applicant shall commence construction of the expansion of Segment 1 from two lane urban

to four lane urban within 180 days of the County's approval of the construction permits.

D. Within 180 days of the County's approval of the PDS, the Applicant shall submit proposals for the DEP Work for Segments 2, 3a, 3b, and 4 to the County pursuant to Section 5 below. Within 180 days of the approval of the DEP Work for Segments 2, 3a, 3b and 4, the Applicant shall submit final construction plans for Segments 2, 3a, 3b, and 4 for permitting to the County. Within 180 days of approval of permits for Segments 2, 3a, 3b and 4, the Applicant shall present a construction contract for one or more Segments to the County pursuant to Section 7 below. Upon County's approval of said construction contract, the Applicant shall commence construction within 180 days.

E. Notwithstanding the above, the provisions of Section 16 below allow modification of the timing requirements of subsections 4B and 4D above.

F. Impact fee credits for the four-lane design of Segments 2 and 3a shall be based upon the applicable excess capacity percentages shown in Exhibit "F," attached hereto and incorporated herein, which are exclusive of the upgrades to Segments 2 and 3a from two lane rural to two lane urban described in Subsection 4.A above.

Section 5 . Design, engineering and permitting of the Improvements.

Applicant shall design, engineer, and permit (“**DEP Work**”) the Improvements, subject to review and approval by County.

A. The scope of the DEP Work shall be as set forth in the scope of services document attached hereto as Exhibit “G” and incorporated herein by this reference.

i. It shall be the responsibility of the Applicant to obtain all applicable permits, except that County, at its election, may be a co-applicant where reasonable and preferable to County.

ii. All required mitigation for the Segments shall be the sole responsibility of Applicant.

B. Each design contract for any one or more of the Segments shall be subject to County review and approval.

i. The Applicant has selected Donald W. McIntosh Associates, Inc. as the design and engineering consultant for Segment 1 and the County has approved the choice of the firm selected by Applicant. For all other Segments, the Applicant shall obtain at least three (3) proposals from design consultants and sub-consultants pre-qualified to perform work for the Florida Department of Transportation (“FDOT”) under applicable FDOT regulations and guidelines (Group 3.1 and 3.2 for highway design roadway, and Group 4 for highway design

bridges, or the relevant prequalifications for a sub-consultant's area of work, as applicable). The choices of the prime and sub-consultants selected by Applicant are subject to County approval.

ii. Each design contract shall clearly identify an individual lead consultant acceptable to County who shall serve as project manager ("PM") and be the primary point of contact for, and be required to coordinate with, County staff throughout the design process. The PM shall be solely responsible for all communications to and coordination with any and all consultants and sub-consultants.

iii. Each design contract shall designate County as a 3rd party beneficiary to all plans and electronic media associated with the Improvements.

iv. Plans for each Segment shall all be subject to County review and approval. Submission of insufficient plans may result in delays and/or County may refuse to accept such submissions for review.

C. The design of the Improvements shall address drainage requirements. The location of the ponds for both the initial and ultimate design of the roads shall be a component of the PDS.

i. Drainage facilities ("Ponds or individually, a "Pond") shall be conveyed to County as fee simple or easement interests, at County's option.

ii. Any Pond intended to be used jointly by the parties shall remain as property of Applicant, who shall enter into a separate recorded joint-use pond agreement with County that establishes Applicant's obligation to maintain such joint-use pond(s) to County standards.

D. Applicant and County shall cooperate in establishment of a municipal service benefit unit ("MSBU") or other assessment mechanism acceptable to the County to address lighting and landscaping requirements.

E. Applicant shall submit design plans to County at 30%, 60%, 90%, 100%, and Final design completion for review and approval.

F. Costs for the DEP Work shall initially be the responsibility of Applicant, subject to eligibility for Impact Fee Credits, as defined further in this Agreement. The anticipated costs of the DEP Work shall be reviewed for approval by the County following completion of the PDS, and as part of the County's review of each design contract, and as part of negotiations regarding an amendment to this Agreement, as contemplated in Subsection 5.H, below, if necessary.

G. If updates to the DEP Work are needed after the County has accepted the DEP Work completed by Applicant, the update will be the responsibility of the County, unless such changes are requested or initiated by Applicant or required as

a result of changes in Applicant's design, engineering, or permitting of the Sunbridge Parkway.

H. The conditions that will be included in the Florida Department of Transportation permit for the railroad grade crossing located within Segment 2 of the Sunbridge Parkway are unknown at the time this Agreement will be approved. The Parties agree that it may be necessary to amend this Agreement to address the design, engineering and permitting provisions herein, as well as the Total Estimated Cost of Improvements (as defined in Section 10, below), and requirements for ROW&E conveyances, once those conditions are finalized. Any decision by County to enter into any such amendment may be made by County in its reasonable discretion.

Section 6. Reimbursement for costs of DEP Work. Subject to the following provisions of this Section 6, County agrees to reimburse Applicant with Impact Fee Credits only for a portion of the actual, reasonable, incurred costs of the DEP Work as follows:

A. Promptly upon County's acceptance of the final plans pursuant to the DEP Work for any Segment, completion of all required mitigation by Applicant for a Segment, and issuance of all necessary permits for the Improvements of such Segment, County shall credit to the account of Applicant, for purposes of Article IV of Chapter 23 of the Orange County Code and any successor code provisions

(the “Impact Fee Ordinance”), an amount of transportation impact fee credits to which Applicant is entitled under the Impact Fee Ordinance, as further detailed in Section 6.B below.

B. Except as set forth in the immediately following sentence, the Applicant will be responsible without reimbursement by Impact Fee Credits for the design, engineering, permitting and mitigation costs associated with the Segments and for the first two lanes of all other on-site roads within the Sunbridge PD. Notwithstanding the foregoing, the parties agree that 43.8% of the DEP Work costs for Segments 2 and 3a as a four lane urban section shall be impact fee eligible. For information only, such percentage is based on the Segment 2 and 3a excess capacity available to the County weighted by Segment length. The calculation is based on the capacities set forth in attached Exhibit “F.”

C. Credits shall be awarded in an amount equal to 43.8% of approved actual, reasonable, costs of the DEP Work for Segments 2 and 3a as a four lane urban section incurred by Applicant, including amounts approved for requested change orders that do not exceed 10% of the cost of the DEP Work, individually or cumulatively. Requested change orders that amount to more than 10% of the cost of the DEP Work, individually or cumulatively, shall require approval by the BCC.

D. Such Impact Fee Credits may only be used within Sunbridge PD or transportation impact fee zone 3.

E. As transportation impact fees become payable from time to time in connection with the Sunbridge PD, and if so instructed by Applicant, County shall deduct such amounts payable from Applicant's account.

F. For purposes of the foregoing, County shall make deductions from Applicant's account from time to time only upon receipt of written direction from Applicant (or from such person or entity to whom Applicant expressly may assign this authority, in writing, in the future, or to whom Applicant has expressly assigned this authority by separate written instrument) to effect the particular deduction.

G. Nothing herein shall prevent Applicant from assigning transportation impact fee credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time.

Section 7. Construction of the Improvements. Applicant shall be responsible for construction of the Improvements.

A. For each construction contract for any one or more of the Segments, Applicant shall obtain at least three (3) bids from qualified contractors acceptable to County. County must approve the awarding of each bid.

B. Each scope of the construction work shall be substantially consistent with the outcome of the PDS.

Applicant shall be responsible to obtain all applicable permits, except that County at its election may be a co-applicant where reasonable and preferable to County.

C. Each construction contract shall be subject to County review and approval.

i. Each construction contract shall clearly identify Applicant's project manager ("PM"), who shall serve as the primary point of contact for, and be required to coordinate with, County staff throughout the construction process. The PM shall be solely responsible for all communications to and coordination with any and all contractors and sub-contractors.

ii. County shall be designated as a 3rd party beneficiary to each contract.

iii. Prior to commencement of construction of any Segment(s), Applicant shall provide payment and performance bonds satisfactory to County for the costs of the Improvements to be made in such Segment(s), together with a rider to such bonds identifying County as a dual-obligee.

D. Any required temporary construction easements, right-of-way utilization permits, and/or rights of entry shall be the responsibility of Applicant.

Section 8. Inspection, acceptance by County.

A. County shall have the right to inspect work on the Improvements throughout the duration of construction. County shall have the authority to request any construction or construction materials testing for any work on the Improvements. The cost of laboratory testing routinely performed on the job site or subsequent to samples typically retrieved from the job site shall be borne by the County, except for testing which is regularly called for in the County's Technical Provisions to be provided by the Contractor. Concrete and Soil-Cement mix design and groundwater testing costs shall be borne by the Contractor. The Record Laboratory is the testing laboratory contracted by the County. Only results of testing by the Record Laboratory shall be considered in evaluating the Contractor's compliance with contract requirements.

B. Upon completion of construction of each Segment, County shall conduct a final inspection and upon approval of the applicable Improvements and Applicant's compliance with all attendant requirements, shall issue a certificate of completion ("C of C") for the Improvements.

C. Prior to issuance of the C of C, Applicant shall also deliver to the County a one year maintenance surety covering all Improvements constructed, such surety to be in form of a letter of credit or cash as acceptable to County. From the date of completion until such time as the Improvements are accepted for

maintenance by the County, Applicant shall be responsible for maintaining such, at its expense, to County standards as set forth in Chapter 34, Orange County Code, including landscaping, irrigation, and other improvements within the road right-of-way.

D. Upon any failure by Applicant to complete construction of any Segment or part thereof in accordance with the development thresholds identified in Exhibit “J” attached hereto and incorporated herein, in addition to any other remedies under the law and/or this Agreement, if the final approved plans are not sufficient for County to proceed with construction, Applicant shall immediately pay to County, in the form of cash or a letter of credit acceptable to County, an amount equal to 120% of the anticipated costs to amend the plans to County standards.

Section 9. Indemnification and Insurance.

A. Indemnification. The Owners/Applicant agree, on behalf of itself, its agents, contractors, successors and assigns, that it shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all liabilities, claims, damages, losses, costs and expenses (including attorneys’ fees) or obligations of any kind including without limitation environmental assessments, evaluations, remediation, fines, penalties and clean-up costs asserted against the County and

arising out of or resulting from the performance of the construction activities, excepting those acts or omissions arising out of the sole negligence of the County provided that any such liability, claim, damage, loss, cost or expense:

- i. Is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the construction activities themselves) including the loss of use resulting therefrom, and
- ii. Is caused in whole or part by an act or omission relating to the construction of the Improvements by the Owners/Applicant, its agents or employees, or any contractor employed by the Owners/Applicant, or anyone directly or indirectly employed by the Owners/Applicant or its contractor(s), their subcontractors, or anyone for whose acts any of them may be liable;
- iii. Is caused in whole or in part by any discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials related in any way to the construction activities related to the construction of the Improvements;

Provided, however, if this Agreement or any underlying contract for construction of any Improvements is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the contractors to defend, indemnify or hold harmless the County, its officers, and employees shall be limited to an obligation to indemnify and hold harmless to

the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractors and persons employed or utilized by the contractors in the performance of the construction activities.

The indemnification provision contained herein shall survive the termination of this Agreement.

B. Insurance. Prior to commencing construction of any portion of the Improvements and throughout the course of construction of the Improvements, the Owners/Applicant or its agents and contractors, shall procure and maintain insurance with such limits and terms as specified in the following Schedule of Limits (see below):

(i) Workers' compensation insurance with statutory workers' compensation limits and no less than the limits specified in the Schedule of Limits for Employer's Liability with a waiver of subrogation in favor of the County its employees and officials.

(ii) Commercial general liability insurance for all operations including, but not limited to contractual, products and completed operations and personal injury with limits of not less than the limits specified in the Schedule of Limits per occurrence and an aggregate limit of at least twice the per occurrence limit.

(iii) Business automobile liability insurance for all owned, hired, or non-owned vehicles with limits of not less than the limits specified in the Schedule of Limits per occurrence.

(iv) Professional Liability (errors and omissions) for engineering design in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

(v) Contractors pollution liability insurance including remediation and monitoring expense for all construction operations with limits of not less than One Million Dollars and 00/100 (\$1,000,000.00) per occurrence.

Schedule of Limits:

<u>Contract Amount</u>	<u>Workers' Comp/ Employers' Liability</u>	<u>General Liability</u>	<u>Automobile Liability</u>
Up to \$10 million	Statutory/\$500,000	\$1,000,000	\$1,000,000
\$10 - \$20 million	Statutory/\$1,000,000	\$5,000,000	\$5,000,000
Over \$20 million	To be determined by the County		

The Owners/Applicant shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified above and shall furnish to the County evidence of such insurance prior to commencement of construction. The County shall be specifically named (scheduled) as an additional insured on all policies except for workers'

compensation coverage. All coverage shall be primary and not contributory with any insurance or self-insurance maintained by the County. All coverage shall be primary and not contributory with any insurance or self-insurance maintained by the County. The Owners/Applicant shall provide the County notice of any material change, cancellation, non-renewal of any policy required herein at least thirty (30) days prior to the occurrence thereof.

Section 10. Reimbursement for costs of construction; Change orders.

Promptly upon County's issuance of a C of C for a Segment, County shall credit to the account of Applicant, for purposes of Article IV of Chapter 23 of the Orange County Code and any successor code provisions (the "Impact Fee Ordinance"), an amount of transportation impact fee credits to which Applicant is entitled under the Impact Fee Ordinance for such Segment, as detailed in this Section 10, below.

A. For each Segment, Impact Fee Credits shall be granted for the excess capacity percentage above and beyond what is required to accommodate the impacts of development of the Sunbridge PD, as reflected on Exhibit "D" attached hereto and incorporated herein, for the Sunbridge Parkway. Credits for each Segment shall be calculated by multiplying the actual, reasonable approved costs incurred for construction for such Segment by the excess capacity percentage reflected on Exhibit "D."

B. The total estimated cost of constructing the Improvements, including the cost of the DEP Work and construction, is \$30,177,084 (“**Total Estimated Cost of Improvements**”). The actual construction costs may vary based upon adjustments made as a result of the PDS, the DEP Work, and final construction.

C. Once a final construction contract is approved by the County, change orders that individually or cumulatively exceed 10% of the Total Estimated Cost of Improvements shall require approval by the Board of County Commissioners.

D. Such transportation impact fee credits may only be used within the Sunbridge PD or transportation impact fee zone 3.

E. As impact fees become payable from time to time in connection with the Sunbridge PD, and if so instructed by Applicant, County shall deduct such amounts payable from Applicant’s account.

F. For purposes of the foregoing, County shall make deductions from Applicant’s account from time to time only upon receipt of written direction from Applicant (or from such person or entity to whom Applicant expressly may assign this authority, in writing, in the future) to effect the particular deduction.

G. Nothing herein shall prevent Applicant from assigning transportation impact fee credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time.

H. The County will allow impact fee credits authorized for Monument Parkway as contained in Account (TCA) #200 and the ICP Interchange to be used for development within any portion of the Sunbridge PD.

Section 11. Conveyance of ROW&E to County by Applicant.

A. *ROW&E Defined.* For purposes of this Agreement, “**Road ROW**” shall include lands necessary for construction of Sunbridge Parkway, as follows: Segments 1, 2, and 3a as four lane urban roads, calculated as a minimum of 145 feet in width, and Segments 3b and 4 as four lane rural roads, calculated as a minimum of 160 feet in width (regardless if the actual right-of-way required for the Segments is less wide). For purposes of this Agreement, “**Ponds**” shall include lands necessary for the detention, retention and treatment of stormwater from Sunbridge Parkway, as such lands are identified by the DEP Work. For purposes of this Agreement, “**Easements**” shall include all easements necessary for the construction, maintenance and/or operation of Sunbridge Parkway, as identified by the DEP Work, including without limitation temporary and permanent easements for construction, conveyance, drainage, landscaping, shared Ponds if any, and other multi-purpose uses, as needed. For purposes of this Agreement, “**ROW&E**” shall include Road ROW, Ponds and Easements.

B. *Timing for conveyance.* Prior to County approval of the initial plat for the Sunbridge PD, Applicant shall convey or cause the conveyance to County of

marketable fee title to Road ROW, easement interests in all Easements, and Ponds in fee or by easement at County's election.

C. *Procedure.* Conveyances shall be by special warranty deed or easement, as applicable. All conveyances shall be free and clear of all liens and encumbrances, except for matters of record acceptable to County, if any. Applicant shall pay all costs associated with the conveyances, including all recording fees and documentary stamps related to such conveyances. Ad valorem taxes in connection with the conveyances shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Applicant to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Applicant for the year of conveyance.

D. *Title Policy.* No less than thirty (30) days prior to any conveyance, Applicant shall deliver to County, at Applicant's sole cost and expense, a commitment to issue an Owners' Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owners' Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days of any conveyance.

E. *Value of Road ROW and Ponds; Entitlement to Impact Fee Credits.*

The value of the Road ROW and Ponds to be conveyed in fee by Applicant to County has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time.

The Parties hereby agree that the value of the Road ROW and any Ponds conveyed in fee to be conveyed by Applicant to County in return for Impact Fee Credits is an agreed-upon fair market value of \$27,840.31 per acre, or fraction thereof, and a total estimated acreage of 158.68 acres, is estimated to be \$4,417,700. The estimate of Impact Fee Credits that will be allocated for the Road ROW and Ponds conveyed in fee is \$2,103,559. This calculation is based on 100% of the Road ROW value for the third and fourth lanes of Segments 2, 3b, and 4. Because development of Sunbridge PD will require a portion of the four lane capacity on Segment 3a, the Impact Fee Credits for Segment 3a will be calculated based on the number of Sunbridge PD trips in excess of the two lane capacity divided by the capacity increase associated with four laning that Segment.

The size and location of all Road ROW as depicted on the attached Exhibit “E” are approximate, although the final size and location shall be substantially similar to that shown on Exhibit “E” and will be finalized during the DEP Work. Size and location of Ponds and Easements shall also be determined during the DEP Work. Exhibit “E” includes a depiction of Sunbridge Parkway as shown

in the final Sunbridge Planned Development / Regulating Plan approved by the County on November 29, 2016. The dimensions and location for a particular component of the ROW&E shall be finalized by County and Applicant prior to County approval of the Preliminary Subdivision Plan or Development Plan (“PSP/DP”) that includes the ROW&E, and shall be in full compliance with this Agreement. County and Applicant agree that the legal descriptions used to convey the ROW&E to County may be revised based upon final engineering.

F. *Environmental Audit.* No less than thirty (30) days prior to conveyance, Applicant shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the ROW&E. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Applicant shall submit to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the ROW&E, one of the following events shall occur: (i) Applicant shall remediate the ROW&E to County’s satisfaction prior to the conveyance; or (ii) Applicant and County shall

negotiate and enter into a separate agreement whereby Applicant shall pay the full cost of remediation; or (iii) County may terminate this Agreement at its option.

G. *Compliance with Section 286.23, Florida Statutes.* Applicant shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

Section 12. Transportation Impact Fee Credits for Conveyances of Road ROW and Ponds Conveyed in Fee. For purposes of this Agreement, the impact fee eligible road is Sunbridge Parkway.

Promptly upon County's approval of any environmental assessments and title commitment required under Section 11, and upon approval and acceptance of the special warranty deed, County shall credit on its books to the account of Applicant, for purposes of Article IV of Chapter 23 of the Orange County Code and any successor code provisions (the "Impact Fee Ordinance"), the aforementioned amount of transportation impact fee credits to which Applicant is entitled under the Impact Fee Ordinance for Road ROW and Ponds conveyed in fee, as calculated in Section 11E above. Such transportation impact fee credits may only be used in Sunbridge PD or transportation impact fee zone 3. Thereafter, as impact fees become payable from time to time in connection with the Sunbridge PD, and if so instructed by Applicant, County shall deduct such amounts payable from Applicant's account.

For purposes of the foregoing, County shall make deductions from Applicant's account from time to time only upon receipt of written direction from Applicant (or from such person or entity to whom Applicant expressly has assigned or may in the future assign this authority, in writing, in the future) to effect the particular deduction.

Nothing herein shall prevent Applicant from assigning transportation impact fee credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time.

Section 13. Dowden Road and IWS Right-of-Way

If the County determines that right-of-way and/or ponds and easements for Dowden Road or IWS Road, as shown on Exhibit "E," within Sunbridge PD are needed to complete a network connection to the west prior to the time development in that portion of the Sunbridge PD has taken place, the County has the right to require dedication upon reasonable notice to Applicant, provided that an agreement has been executed which secures the right-of-way and funding to complete either Dowden to SR 417 or IWS to Moss Park Road.

Impact Fee Credits for conveyance of either Dowden Road or IWS right-of-way, and/or ponds and easements shall be determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time. Conveyances

shall be completed in a manner substantially consistent with the processes set forth in Section 11, above.

Section 14. Good Faith Negotiations Required.

Developer will negotiate in good faith with landowners whose property is necessary to construct Innovation Way South from Sunbridge Parkway to Moss Park Road and thereby provide an east-west interconnection between Sunbridge PD and Moss Park Road. A separate agreement will be required to provide details for funding, timing, right-of-way acquisition, design, permitting, construction, cost allocations and impact fee credits for IWS.

Section 15. Coordination With Adjacent Development Required.

Prior to any PSP or DP adjacent to Camino Reale, as depicted on attached Exhibit "E," the Applicant shall document to the County reasonable coordination efforts for the access points as depicted in the Sunbridge PD-RP. A separate agreement will be required to provide details for funding, timing, right-of-way acquisition, design, permitting, construction, cost allocations and impact fee credits for Camino Reale access.

Subsequent to the construction of any portion Section 2 of Sunbridge Parkway, the County shall have the ability to require conveyance of right-of-way for a two-lane connection to Camino Reale as generally depicted on Exhibit E. The County shall not require conveyance until after Camino Reale has an approved

regulatory plan, term sheet, and Road Network Agreement that addresses the timing of infrastructure and development, including restrictions regarding the amount of development that can occur on a single access point prior to the completion of Innovation Way South, west to State Road 417.

Section 16. Orange County Gun Range. The County is the owner of property located at 14500 Wewahootee Rd. Orlando, Florida 32832, on which the Orange County Gun Range is located. The Applicant has entered into a School Mitigation Agreement for Capacity Enhancement (“CEA”) with the School Board of Orange County, Florida (“**School Board**”), which was approved at the November 1, 2016 meeting of the School Board. Due to the proximity of the property to the Orange County Gun Range, the School Board has established an Excluded Area on the property, which prohibits the location of any school within one mile of the Orange County Gun Range or any location west of the railroad tracks.

Due strictly to this restriction, the Applicant reserves the reasonable right to delay the PDS, DEP Work, and/or construction of any segment of Sunbridge Parkway only until such time that the gun range provisions of the Excluded Area in the CEA are waived, modified or satisfied.

Section 17. Vested Trips for Sunbridge PD. The Sunbridge PD is vested for 70,673 annual average daily net external vehicle trips. These vested trips are

based on a calculation of an originally vested 82,000 trips for the International Corporate Park Development of Regional Impact (ICP DRI), less the 11,327 annual average daily net external vehicle trips assigned to development within the former ICP DRI, now known as the ICP PD. The 70,673 may be “spread” within the Sunbridge PD, and trips between the former ICP DRI and Innovation Way East will not be considered to be external trips in the calculation of trips. An application for a new or amended vested certificate rights is not required to validate the vested rights to the 70,673 trips.

A. Upon completion of each Segment, the Sunbridge PD shall be vested for the peak hour, peak directional Sunbridge PD trips shown in Exhibit “D” (Excess Capacity Calculation) along the specific section of Sunbridge Parkway. These trips are in addition to the current vesting of 70,673 annual average daily net external trips, as they are intended to reflect a combination of internal and external traffic through buildout of the Sunbridge PD. In the event that the monitoring studies conclude that the Sunbridge PD impact exceeds or is expected to exceed total vested trips, the Sunbridge PD may be required to mitigate additional impacts.

B. Applicant shall conduct monitoring of gross daily trip-end generation in accordance with Exhibit “H,” attached hereto and incorporated herein.

C. In assessing transportation impacts for projects impacting roads that are also impacted by the Sunbridge PD, the County shall consider the vested trips of the Sunbridge PD as committed trips on those roads.

Section 18. Lake Mary Jane Alliance Commitments.

A. The connection of any road within Sunbridge PD, including but not limited to Sunbridge Parkway, to Lake Mary Jane Road, as shown on Exhibit “I,” attached hereto and incorporated herein, or to any road within the Lake Mary Jane Rural Settlement that connects to Lake Mary Jane Road, shall be prohibited.

B. There shall be no public access to or use by the general public of the existing private road shown on the attached Exhibit “I” as TM Ranch Driveway, provided, in the event of a declared emergency, TM Ranch Driveway may be temporarily used for emergency ingress or egress and Capri Road may be used and maintained for agricultural pursuits and purposes, consistent with the current usage.

C. Applicant will not propose any crossings of Roberts Island Slough as shown on attached Exhibit “I” to connect the portion of Camino South identified as CS-1 on the attached Exhibit “I” to Sunbridge Parkway. The road ingress and egress to and from CS-1 will be from Lake Mary Jane Road.

D. There will be no roads connecting parcel CS-2, as shown on the attached Exhibit “I” to any roads within the Lake and Pine Estate section within

the Lake Mary Jane Settlement, located along the southwestern boundary of the Camino South parcel. Any ingress or egress by road to said parcel CS-2 shall only occur via direct connection to the Sunbridge Parkway. Access over the Roberts Island Slough shall be permitted in connection with ingress and egress to and from CS-2 and for Sunbridge Parkway as depicted on Exhibit "I".

Section 19. Utilities. This agreement does not address utility requirements. Applicant shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

Section 20. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Applicant: Tavistock East Holdings, LLC
Attention: James Zboril, President
6900 Tavistock Lakes Blvd, Suite 200
Orlando, FL 328927

As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosaline Ave
Orlando, FL 32802-1393

With a copy to: Orange County Community, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, FL 32839-9205
Orlando, Florida 32839-9205

As to Owners: Suburban Land Reserve, Inc.
Central Property Holdings 100, LLC
Central Property Holdings 200, LLC
Attention: R. Steven Romney
79 South Main St., Suite 500
Salt Lake City, UT 84111

With copies to: Vivien Monaco
Burr & Forman, LLP
200 South Orange Ave, Suite 800
Orlando, FL 32801

Loyal Hulme
Kirton McConkie
50 East South Temple, Suite 400
Salt Lake City, UT 84111

And: Farmland Reserve, Inc.
Attn: E. Erik Johnson
79 South Main Street, Suite 1000
Salt Lake City, UT 84111

Section 21. Covenants Running with the Land. This Agreement shall run with the Property and shall be binding upon, and shall inure to the benefit and

burden of, the heirs, legal representatives, successors, and assigns of the Applicant and the Owners and to any person, firm, corporation, or other entity that may become a successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Sections 6, 10 and 12 to instruct County to make deductions from Applicant's transportation impact fee account shall remain with Applicant unless expressly assigned in writing to another by Applicant.

Section 22. Recordation of Agreement. An executed original of this Agreement shall be recorded, at Applicant's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

Section 23. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 24. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 25. Further Documentation. The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 26. Limitation of Remedies. County and Applicant expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

A. *Limitations on County's remedies.* Upon any failure by Applicant or any Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- i. action for specific performance or injunction; or
- ii. the right to set off, against the amounts of impact fees to be credited in favor of Applicant under this Agreement, (A) any amounts due to County from Applicant or any Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by Applicant or any Owner, but which Applicant, or such Owner has failed or refused to do when required; or
- iii. the withholding of development permits and other approvals or permits in connection with the Sunbridge PD and/or the Property; or
- iv. any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the ROW&E or any other portion of the Property as County may lawfully elect.

B. *Limitations on Applicant's remedies.* Upon any failure by County to perform its obligations under this Agreement, Applicant shall be limited strictly to only the following remedies:

- i. action for specific performance; or
- ii. action for injunction; or
- iii. action for declaratory judgment regarding the rights and obligations of Applicant; or
- iv. any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Section 27. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

Section 28. Counterparts. This Agreement and any amendment(s) may be executed in up to three counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Section 29. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of each party hereto.

Section 30. Entire Agreement. This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreement, understandings, representations, and statements, oral or written, are merged into this Agreement.

Section 31. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation hereof. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

Section 32. Disclaimer of Third Party Beneficiaries. Except as stated below, this Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective

representatives, heirs, successors, and assigns. The Parties acknowledge that Owners, by virtue of their ownership of the Property, are third-party beneficiaries of this Agreement.

Section 33. Survival. The obligations of this Agreement to convey ROW&E shall survive termination of this Agreement.

Section 34. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement

Section 35. Termination; Effect of Annexation. This Agreement shall remain in effect so long as the Property remains in unincorporated Orange County, Florida, unless the Parties terminate it in writing. If any portion of the Property is proposed to be annexed into a neighboring municipality, and out of the unincorporated areas, County may, in its sole discretion, terminate this Agreement upon notice to the Applicant and the Owners.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below, but effective as of the Effective Date.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

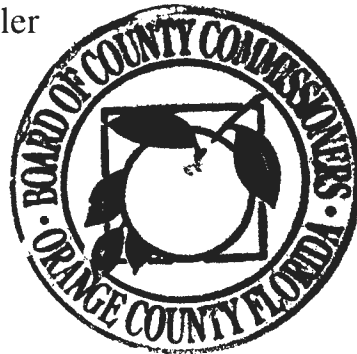
By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 5.1.17

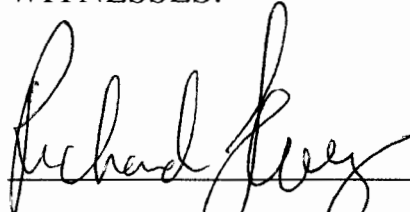
ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

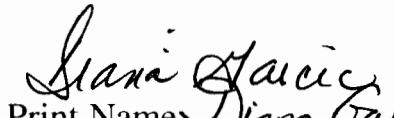
By: *Craig A. Stopyra*
for Deputy Clerk

Printed name: Craig A. Stopyra



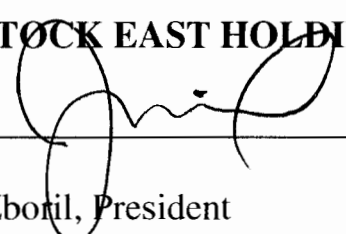
WITNESSES:


Print Name: RICHARD LEVEY


Print Name: Diana Garcia

“APPLICANT”

TAVISTOCK EAST HOLDINGS, LLC

By: 

James Zboril, President

Date: 4-6-17

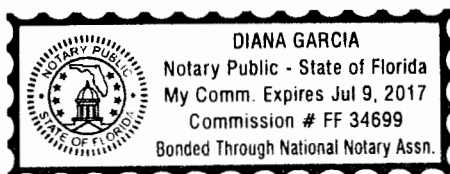
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by James Zboril, the President of Tavistock East Services, LLC, on behalf of the company, who is known by me to be the person described in herein and who executed the foregoing, this 17 day of April, 2017. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of April, 2017.


Notary Public



Print Name: Diana Garcia

My Commission Expires: 07-09-2017

JOINDER AND CONSENT OF SUBURBAN LAND RESERVE, INC.

Suburban Land Reserve, Inc., a Utah corporation, for itself and on behalf of all other owners of real property within the Sunbridge Planned Development, hereby joins in and consents to the Agreement as a "joinder" party for the express purpose of acknowledging and agreeing to the terms contained in this Agreement.

Signed, witnessed, executed and acknowledged on this 3rd day of April, 2017.

WITNESSES:

SUBURBAN LAND RESERVE, INC.
A Utah Corporation

Mallory Turner
Print Name: Mallory Turner

David Cannon
Print Name: David Cannon

By: R. Steven Romney
Name: R. Steven Romney
Title: President
Date: 4/3/2017

STATE OF UTAH
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me by R. Steven Romney, the President of Suburban Land Reserve, Inc., on behalf of the corporation, who is known by me to be the person described in herein and who executed the foregoing, this 3rd day of April, 2017. He/she is personally known to me ~~or has produced~~ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of April, 2017.



Mallory Turner
Notary Public

Print Name: Mallory Turner

My Commission Expires: 06/23/2018

ACKNOWLEDGMENT, JOINDER, AND CONSENT

THIS ACKNOWLEDGMENT, JOINDER, AND CONSENT ("Acknowledgment") dated as of the Effective Date (the "Effective Date" is the date of the last signature hereto), is made by CENTRAL FLORIDA PROPERTY HOLDINGS 100, LLC, a Florida limited liability company ("CFPH 100"); CENTRAL FLORIDA PROPERTY HOLDINGS 200, LLC, a Florida limited liability company ("CFPH 200") (collectively, "CFPH 100 and 200"); FARMLAND RESERVE, INC., a Utah non-profit corporation ("FRI"); and SUBURBAN LAND RESERVE, INC., a Utah corporation ("SLR"), in favor of ORANGE COUNTY, a charter county and political subdivision of the State of Florida (the "County").

This Acknowledgment is made with reference to the following facts:

A. FRI is the current fee simple owner, but not the developer, of a majority of that certain real property located in Orange County, Florida commonly referred to as Innovation Way East (the "FRI IWE Property"), and that certain real property commonly referred to as Camino Reale South (the "Camino South Property"). FRI is not in the land development business and is not a developer.

B. CFPH 100 and 200 is the current fee simple owner, but not the developer, of the southwest portion of that certain real property located in Orange County, Florida commonly referred to as Innovation Way East (the "CFPH 100 and 200 IWE Property").

C. SLR is the current fee simple owner of certain real property located in Orange County, Florida commonly referred to as ICP ("SLR ICP Property"). Collectively, the FRI IWE Property, the Camino South Property, the CFPH 100 and 200 IWE Property, and the SLR ICP Property are referred to herein as the "Property."

D. Pursuant to a purchase and sale agreement SLR has obtained the rights to purchase the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property and the rights to perform any actions necessary to entitle and develop such property, subject to the fulfillment of certain conditions.

E. SLR does hereby state that SLR has granted to Tavistock East Holdings, LLC, a Florida limited liability company ("Tavistock"), its rights to purchase, entitle, and develop the Property, including the FRI IWE Property and the CFPH 100 and 200 IWE Property, pursuant to a separate agreement between Tavistock and SLR.

F. FRI and CFPH 100 and 200 understand and SLR does hereby state that, under certain conditions being met, including those set forth in a separate written agreement between SLR and Tavistock, SLR (i) will grant to Tavistock its rights to purchase the Property, and (ii) has authorized Tavistock to perform certain actions necessary to entitle, encumber, and develop the Property pursuant to a separate agreement between Tavistock and SLR.

G. FRI and CFPH 100 and 200 understand and acknowledge that Tavistock and/or SLR will be required to enter into certain agreements with the County to entitle, encumber, and obtain approvals to develop the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property, respectively, prior to Tavistock's purchase of such properties, and that such agreements, including the Transportation Agreement for Sunbridge PD ("Transportation Agreement"), may apply to and affect the Property while FRI and CFPH 100 and 200 are the fee simple owners of their respective properties.

H. SLR understands and acknowledges that the authorization that SLR has granted to Tavistock to entitle, encumber, and develop the Property, pursuant to a separate agreement between Tavistock and SLR, will require Tavistock to enter into agreements with the County, including the Transportation Agreement, to entitle and obtain approvals for the Property, and that such agreements may apply to and affect the SLR ICP Property, the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property while SLR, FRI, and CFPH 100 and 200 are the respective fee simple owners of such property, including, but not limited to the requirement to convey easements over certain designated portions of such property necessary for construction of Sunbridge Parkway (the "ROW&E") and other roads at certain designated times.

I. Due to FRI, CFPH 100 and 200, and SLR's current ownership of and existing rights in the Property, the County desires that SLR, CFPH 100 and 200, and FRI acknowledge, join in, and consent to the Transportation Agreement between the County and Tavistock.

NOW THEREFORE SLR, CFPH 100 and 200, and FRI, as applicable, hereby state the following:

1. FRI and CFPH 100 and 200 Acknowledgment, Joinder, and Consent. FRI and CFPH 100 and 200 acknowledge that SLR has a current and existing right to purchase, develop, and pursue entitlements on the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property, respectively, which includes the right to pursue and finalize the Transportation Agreement, which will apply to and affect such properties. FRI and CFPH 100 and 200 join and consent to the Transportation Agreement solely for the purposes of (i) consenting to have the Transportation Agreement recorded in the Public Records of Orange County, Florida upon their respective properties, such that it will encumber, run with title to, and create a servitude upon the Property, and (ii)

agreeing to convey any ROW&E located within the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property to the applicable governing entity, SLR or its successor in title prior to the time such conveyances are required pursuant to the Transportation Agreement so that SLR or Tavistock, or their respective successors in title, can perform under the Transportation Agreement, which conveyance(s) will be consistent with the rights obtained by SLR, or its successor in title, from FRI and CFPH 100 and 200 referenced herein in Recital D.

2. SLR Acknowledgment, Joinder, and Consent. SLR acknowledges that Tavistock has conditionally obtained from SLR its current and existing right to purchase, develop, and pursue entitlements on the Property, which includes the right to pursue and finalize the Transportation Agreement, and agrees to convey any ROW&E to the applicable governing entity, Tavistock, or its successor in title, or to the County, as may be applicable, prior to the time such conveyances are required under the Transportation Agreement, which conveyance(s) will be consistent with the rights obtained by Tavistock from SLR referenced herein in Recital E. SLR consents to having the Transportation Agreement recorded in the Public Records of Orange County, Florida upon its respective properties, such that it will encumber, run with title to, and create a servitude upon the Property.

[SIGNATURES ON FOLLOWING PAGES]

Signed, witnessed, executed, and acknowledged by the parties as set forth below.

FARMLAND RESERVE, INC.,
a Utah non-profit corporation

By: [Signature]
Name (Print): K. Erik Jacobsen
Its: Pres

Date: 3/30/17

STATE OF Florida

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 30th day of March, 2017, by K. Erik Jacobsen, as President of Farmland Reserve, Inc., a Utah non-profit corporation, on behalf of the corporation. He is ☒ personally known to me or ☐ produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 30th day of March, 2017.

[Affix Notary Seal]



Debra Lynn Justesen
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF901844
Expires 9/3/2019

Debra Lynn Justesen
Signature of Notary

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: *R. Steven Romney*
Name (Print): R. Steven Romney
Its: President
Date: 4/3/2017

STATE OF UTAH

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 3rd day of April, 2017, by R. Steven Romney, President of Suburban Land Reserve, Inc., a Utah corporation, on behalf of the corporation. He is _____ personally known to me or produced _____ as ~~identification.~~

WITNESS my hand and official seal in the State and County last aforesaid this 3rd day of April, 2017.

[Affix Notary Seal]



Mallory Turner
Signature of Notary

CENTRAL FLORIDA PROPERTY
HOLDINGS 100, LLC

a Florida limited liability company

By: [Signature]
Name (Print): K. Erik Jacobsen
Its: Pres

Date: 3/30/17

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 30th day of March, 2017, by K. Erik Jacobsen, as Manager of Central Florida Property Holdings 100, LLC, a Florida limited liability company, on behalf of the company. He is ☒ personally known to me or ☐ produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 30th day of March, 2017.

[Affix Notary Seal]



Debra Lynn Justesen
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF901844
Expires 9/3/2019

Debra Lynn Justesen
Signature of Notary

CENTRAL FLORIDA PROPERTY
HOLDINGS 200, LLC

a Florida limited liability company

By: [Signature]
Name (Print): K. Erik Jacobsen
Its: [Signature]
Date: 3/30/17

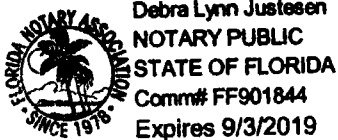
STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 30th day of March, 2017, by K. Erik Jacobsen, as Manager of Central Florida Property Holdings 200, LLC, a Florida limited liability company, on behalf of the company. He is ✓ personally known to me or produced as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 30th day of April, 2017.

[Affix Notary Seal]



Debra Lynn Justesen
Signature of Notary

List of Exhibits to Transportation Agreement

A Project Location Map

B Legal description of Property

C PDS Scope of Services

D Excess Capacity Calculation

E Sunbridge Parkway Segments Map

F Four Lane Design Excess Capacity

G DEP Work Scope of Services

H Biennial Monitoring Process for External Trips

I Lake Mary Jane Road Exhibit

J Development Thresholds

Exhibit A
Project Location Map
(1 page)

KEY



LAKES



ADJOINING CONSERVATION
+ PRESERVED LANDS



PROPOSED ROADWAYS



SUNBRIDGE

ORLANDO



KISSIMMEE

ST. CLOUD

TITUSVILLE

CAPE CANAVERAL

BUCK LAKE

LAKE

LAKE
WHIPPOORWILL

LAKE HART

MOSS PARK

LAKE
MARY JANE

ROBERT'S
ISLAND
SLOUGH

SPLIT OAK

ISLE OF
PINE
PRESERVE

OSCEOLA PARKWAY

LAKE
AJAY

FELLS
COVE

CYRILS DRIVE

SR 528

DOWDEN ROAD

WEWAHOOTEE ROAD

INNOVATION WAY SOUTH

TURKEY CREEK

HAL SCO
PRESERV

Exhibit B
Legal Description of Property
(15 pages)

SUNBRIDGE (Orange County)
(ICP, Camino Reale "110' Strip, and IWE (West of CPA Line) Less all CFX ROW)
CEA Agreement, APF Agreement, TRG List, CPA Application,
Reg. Plan Application and the RAC Application
(Prepared by DWMA)
September 10, 2016

DESCRIPTION:

PARCEL A:

That portion of Section 1, Township 24 South, Range 31 East, and a portion of Section 6, Township 24 South, Range 32 East, Orange County, Florida, more particularly described as follows:

Commence at the Northwest corner of Section 6, Township 24 South, Range 32 East; thence run North 89 degrees 57 minutes 33 seconds East along the North line of said Section 6, a distance of 300.00 feet to the point of intersection with the East line of an O.U.C. Railroad Right of Way Easement as recorded in Official Records Book 3307, Page 2154 (Official Records Book 3590, Page 355), Public Records of Orange County, Florida; thence run South 00 degrees 02 minutes 17 seconds West along the East line of said O.U.C. Railroad Right of Way Easement a distance of 1203.04 feet to the POINT OF BEGINNING; thence departing said Right of Way Easement line run South 16 degrees 05 minutes 22 seconds East, a distance of 1530.10 feet; thence run South 00 degrees 02 minutes 17 seconds West a distance of 1309.07 feet to the point of intersection with the centerline of Wewahootee Road; thence run South 89 degrees 39 minutes 56 seconds West along said centerline of Wewahootee Road a distance of 2867.66 feet to the point of intersection with the Easterly line of the aforementioned O.U.C. Railroad Right of Way as recorded in Official Records Book 3307, Page 2154 (Official Records Book 3590, Page 355); thence run North 41 degrees 09 minutes 44 seconds East along the Easterly line of said O.U.C. Railroad Right of Way a distance of 3673.80 feet to the POINT OF BEGINNING.

Together with easement rights for the benefit of Parcel A:

Master Drainage System Easement recorded May 5, 1987 in Official Records Book 3884, Page 433, Public Records of Orange County, Florida.

PARCEL B

(CONSISTING OF NORTHWEST PARCEL, NORTHEAST PARCEL, CENTER PARCEL, SOUTHEAST PARCEL, SOUTHWEST PARCEL AND TRACT 8 PARCEL)

NORTHWEST PARCEL:

A parcel of land located in Section 25, Township 23 South, Range 31 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at Southeast corner of said Section 25; thence North 00° 02' 15" West, 315.07 feet to the Point of Beginning, said point being on the Northerly right of way line of State Road 528 (Bee Line Expressway) as shown on an Orlando - Orange County Expressway Authority Right of Way Map, Section 1.1 - 1.2, 75002 - 3501; thence the following courses and distances along said Northerly right of way line, South 78° 27' 52" West, 1320.50 feet; thence North 89° 33' 17" West, 1263.28 feet; thence South 89° 45' 47" West, 2878.58 feet to a point on the West line of said Section 25; thence leaving said Northerly right of way line, run North 00° 14' 09" East along said West line 2600.49 feet to the West 1/4

corner of said Section 25; thence continue along said West line, North 00° 16' 31" East, 2654.65 feet to the Northwest corner of said Section 25; thence leaving said West line, run North 89° 52' 15" East along the North line of said Section 25 a distance of 2656.50 feet to the North 1/4 corner of said Section 25; thence continue along said North line, North 89° 54' 29" East, 2750.01 feet to the Northeast corner of said Section 25; thence leaving said North line, run South 00° 05' 21" East along the East line of said Section 25 a distance of 2656.64 feet to the East 1/4 corner of said Section 25; thence continue along said East line, South 00° 02' 15" East, 2342.69 feet to the Point of Beginning.

LESS AND EXCEPT A, B, C AND D AS SET FORTH BELOW:

A) ALAFAYA TRAIL EXTENSION (Official Records Book 8893, Page 1974)

All of that part of the Northwest 1/4 and the Southwest 1/4 of Section 25, Township 23 South, Range 31 East, Orange County, Florida lying within 60.00 feet left and right of the following described centerline:

Commence at the Northwest corner of the Northwest 1/4 of Section 25, Township 23 South, Range 31 East, Orange County, Florida; thence run S. 00° 17' 00" W. along the West line of the Northwest 1/4 of said Section 25 a distance of 263.92 feet for a Point of Beginning; thence departing said West line run S. 74° 33' 39" E. for a distance of 622.97 feet to the point of curvature of a curve concave Southwesterly having a radius of 1206.23 feet; thence run Southeasterly along the arc of said curve through a central angle of 74° 33' 39" a distance of 1569.70 feet to the point of tangency; thence run S. 00° 00' 00" E. tangent to said curve a distance of 703.56 feet to the point of curvature of a curve concave Northeasterly having a radius of 1206.23 feet; thence run Southeasterly along the arc of said curve through a central angle of 44° 30' 10" a distance of 936.90 feet to the point of tangency; thence run S. 44° 30' 10" E. tangent to said curve a distance of 255.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 1206.23 feet; thence run Southeasterly along the arc of said curve through a central angle of 44° 14' 56" a distance of 931.56 feet to the point of tangency; thence run S. 00° 15' 14" E. a distance of 144.58 feet to the end of said centerline. The right of way lines left and right of the above described centerline are intended to extend or shorten as necessary to terminate at the West line of the Northwest 1/4 of said Section 25.

B) That part of PARCEL 900 WATER RETENTION AREA POND NO. 1 (Official Records Book 8893, Page 1974) lying North of the Easterly prolongation of the South Right-of-way line of Parcel 1001A of Monument Parkway as described in Official Records Book 10042, Page 7271, Public Records of Orange County, Florida.

C) Lands conveyed to Orange County by General Warranty Deed recorded May 11, 2010 in Official Records Book 10042, Page 7271, Public Records of Orange County, Florida. (Monument Parkway)

D) Lands conveyed to the Central Florida Expressway Authority by Special Warranty Deed, recorded April 27, 2016 in Document #20160212591, Public Records of Orange County, Florida.

NORTHEAST PARCEL:

Tracts B, C and E, International Corporate Park, Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41, of the Public Records of Orange County, Florida; Together with an un-platted portion of Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the Northwest corner of said Section 31; thence North 89° 50' 52" East along the North line of said Section 31 a distance of 1759.72 feet; thence leaving said North line, run South 00° 09' 08" East, 277.78 feet to the Point of Beginning, being a point on the Southerly right of way line of State Road 528 (Bee Line Expressway) as shown on an Orlando - Orange County Expressway Authority Right of Way

Map, Section 1.1 - 1.2, 75002 - 3501; thence South 89° 33' 17" East along said Southerly right of way line 3191.50 feet; thence South 77° 36' 38" East along said Southerly right of way line 379.91 feet to a point on the East line of said Section 31; thence leaving said Southerly right of way line, run South 00° 09' 42" West along said East line 2180.32 feet to a point on the Northerly right of way line of Aerospace Parkway as shown on said plat of International Corporate Park, Phase One - Unit I; thence the following courses and distances along said Northerly right of way line, also being a point on a non-tangent curve concave Southerly, having a radius of 1347.24 feet, a central angle of 36° 56' 23" and a chord of 853.63 feet that bears North 86° 30' 03" West; thence leaving said East line, run along the arc of said curve a distance of 868.59 feet to the point of compound curvature of a curve to the left, having a radius of 1070.69 feet and a central angle of 2° 10' 46"; thence along the arc of said curve a distance of 40.73 feet to the point of reverse curvature of a curve to the right, having a radius of 50.00 feet and a central angle of 84° 25' 07"; thence along the arc of said curve a distance of 73.67 feet to the point of tangency; thence North 22° 43' 54" West, 22.15 feet; thence South 67° 16' 06" West, 118.00 feet; thence South 22° 43' 54" East, 22.15 feet to the point of curvature of a curve to the right, having a radius of 50.00 feet and a central angle of 84° 25' 07"; thence along the arc of said curve a distance of 73.67 feet to the point of reverse curvature of a curve to the left, having a radius of 1070.69 feet and a central angle of 6° 14' 50"; thence along the arc of said curve a distance of 116.74 feet to the point of reverse curvature of a curve to the right, having a radius of 3000.00 feet and a central angle of 6° 16' 38"; thence along the arc of said curve a distance of 328.67 feet to the point of compound curvature of a curve to the right, having a radius of 3771.72 feet and a central angle of 10° 25' 58"; thence along the arc of said curve a distance of 686.78 feet to the point of tangency; thence South 72° 08' 58" West, 153.55 feet to the point of curvature of a curve to the right, having a radius of 759.00 feet and a central angle of 9° 59' 11"; thence along the arc of said curve a distance of 132.29 feet to the point of tangency; thence South 82° 08' 09" West, 125.46 feet to the point of curvature of a curve to the left, having a radius of 841.00 feet and a central angle of 19° 58' 23"; thence along the arc of said curve a distance of 293.17 feet to the point of tangency; thence South 62° 09' 46" West, 125.47 feet to the point of curvature of a curve to the right, having a radius of 759.00 feet and a central angle of 9° 59' 11"; thence along the arc of said curve a distance of 132.29 feet to the point of tangency; thence South 72° 08' 58" West, 263.87 feet to the point of curvature of a curve to the right, having a radius of 3771.72 feet and a central angle of 13° 02' 44"; thence along the arc of said curve a distance of 858.77 feet to a point on the East boundary line of International Corporate Park Parcel 10, as recorded in Plat Book 67, Pages 56 through 58, of the Public Records of Orange County, Florida; thence leaving said curve and Northerly right of way line, run the following courses and distances along said East boundary line, North 21° 32' 39" East, 1243.02 feet; thence North 02° 04' 41" East, 1563.62 feet; thence North 50° 48' 16" East, 212.12 feet; thence North 29° 05' 08" West, 267.49 feet; thence North 01° 45' 25" West, 282.79 feet to the Point of Beginning.

LESS AND EXCEPT A, B, AND C AS SET FORTH BELOW:

A) LOT 17B (Official Records Book 8863, Page 3058) A parcel of land located in Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Begin at the Southeast corner of Tract B, per the plat of International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida, said point also being a point on the Northerly right of way line of Aerospace Parkway per said plat; thence North 29° 27' 50" West along the Easterly line of said Tract B a distance of 71.13 feet; thence leaving said Easterly line, run North 46° 52' 12" East, 94.06 feet; thence North 03° 15' 47" West, 95.34 feet; thence North 29° 18' 31" West, 96.26 feet; thence North 03° 27' 06" East, 14.24 feet; thence North 60° 09' 14" East, 387.28 feet; thence South 29° 44' 05" East, 35.23 feet; thence South 82° 38' 26" East, 93.95 feet; thence North 85° 31' 12" East, 60.47 feet; thence South 89° 21' 05" East, 271.59 feet; thence North 76° 59' 12" East, 36.24 feet; thence South 40° 50' 55" East, 30.90 feet; thence South 62° 10' 43" East, 48.20 feet; thence South 68° 26' 08" East, 43.11 feet; thence South 48° 44' 34" East, 62.59 feet; thence South 60° 51' 00" East, 59.07 feet to a point on said Northerly right of way line of Aerospace Parkway; thence the following courses and distances along said Northerly right of way line of Aerospace

Parkway, said point also being a point on a non-tangent curve concave Southeasterly, having a radius of 841.00 feet, a central angle of 19° 58' 23" and a chord of 291.69 feet that bears South 72° 08' 58" West; thence along the arc of said curve a distance of 293.17 feet to the point of tangency; thence South 62° 09' 46" West, 125.47 feet to the point of curvature of a curve to the right, having a radius of 759.00 feet and a central angle of 9° 59' 11"; thence along the arc of said curve a distance of 132.29 feet to the point of tangency; thence South 72° 08' 58" West, 263.87 feet to the point of curvature of a curve to the right, having a radius of 3771.72 feet and a central angle of 3° 43' 34"; thence along the arc of said curve a distance of 245.29 feet to the Point of Beginning.

B) Tract C, International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida.

C) Central Florida Expressway Authority Parcel 2 as described in Official Records Book 11029, Page 6496 of the Public Records of Orange County, Florida.

CENTER PARCEL:

A parcel of land located in the Southwest quarter of Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the Southwest corner of said Section 31; thence North 89° 57' 33" East along the South line of the Southwest 1/4 of said Section 31, a distance of 400.00 feet to the Point of Beginning, said point being on the East right of way line of a 400.00' Orlando Utilities Commission railroad right of way, as recorded in Official Records Book 3435, Page 2304 of the Public Records of Orange County, Florida; thence North 00° 04' 18" West, along said East right of way 1827.01 feet to the Southerly right of way line of Aerospace Parkway, per the plat of International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida; thence leaving said East right of way line, run the following courses and distances along said Southerly right of way line, North 89° 57' 30" East, 501.51 feet to the point of curvature of a curve to the left, having a radius of 3867.72 feet and a central angle of 17° 48' 33"; thence along the arc of said curve a distance of 1202.20 feet to the point of tangency; thence North 72° 08' 58" East, 149.25 feet to the Westerly boundary line of Lot 1, per said International Corporate Park Phase One - Unit I; thence leaving said Southerly right of way line, run the following courses and distances along said Westerly boundary line, South 23° 53' 08" West, 1160.22 feet; thence South 00° 08' 58" East, 997.50 feet to said South line of the Southwest 1/4 of Section 31; thence leaving said Westerly boundary line, run South 89° 57' 33" West along said South line, 1356.91 feet to the Point of Beginning.

LESS AND EXCEPT:

LOT 11 (Official Records Book 8863, Page 3384)

A parcel of land located in Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Begin at the intersection of the Southerly right of way line of Aerospace Parkway according to the Plat of International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida and the East right of way line of a 400.00 foot wide Orlando Utilities Commission railroad right of way per Official Records Book 3435, Page 2304 of the Public Records of Orange County, Florida; thence run North 89° 57' 30" East, along said Southerly right of way line 501.63 feet to the point of curvature of a curve to the left, having a radius of 3867.72 feet and a central angle of 0° 29' 04"; thence along the arc of said curve and Southerly right of way line a distance of 32.70 feet; thence leaving said curve and Southerly right of way line, run the following courses and distances along the wetland line as flagged by Glatting Jackson Kercher Anglin Lopez Rinehart, Inc. and

field location by Vanasse Hangen Brustlin, Inc., South 31° 02' 45" West, 41.15 feet; thence South 45° 31' 39" West, 38.41 feet; thence South 24° 39' 04" West, 26.59 feet; thence South 85° 33' 10" West, 60.83 feet; thence South 20° 19' 12" West, 38.84 feet; thence South 82° 00' 51" West, 41.68 feet; thence South 20° 38' 33" East, 49.51 feet; thence South 20° 29' 01" East, 34.88 feet; thence South 32° 23' 04" East, 36.10 feet; thence South 64° 36' 19" West, 55.63 feet; thence North 77° 20' 10" West, 37.93 feet; thence South 48° 51' 17" West, 69.83 feet; thence South 46° 54' 16" West, 37.00 feet; thence North 45° 21' 47" West, 65.33 feet; thence South 48° 06' 38" West, 20.87 feet; thence North 84° 09' 20" West, 22.19 feet; thence South 64° 15' 23" West, 26.32 feet; thence North 08° 00' 36" East, 41.67 feet; thence South 34° 05' 24" East, 21.88 feet; thence North 71° 04' 51" East, 25.11 feet; thence North 00° 40' 18" East, 34.32 feet; thence North 87° 06' 41" West, 31.97 feet; thence South 55° 25' 44" West, 28.10 feet; thence South 66° 42' 19" West, 47.39 feet; thence South 74° 06' 57" West, 79.87 feet to a point on the aforesaid East right of way line of a 400.00 foot wide Orlando Utilities Commission railroad right of way; thence leaving said Wetland line, run North 00° 03' 46" West, along said East right of way line 295.53 feet to the Point of Beginning.

SOUTHEAST PARCEL:

A parcel of land located in Section 6, Township 24 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Begin at the Northeast corner of said Section 6; thence South 00° 32' 57" East along the East line of said Section 6, a distance of 2654.81 feet to the East 1/4 corner of said Section 6; thence continue along said East line, South 00° 35' 47" East, 1311.44 feet to the centerline of Wewahootee Road; thence leaving said East line, run South 89° 39' 56" West, along said centerline of Wewahootee Road, 3324.79 feet to the East Boundary line of Correct Craft, Inc. as recorded in the Special Warranty Deed, Official Records Book 6091, Page 2523 of the Public Records of Orange County, Florida, and the East line of LOT 1, CORRECT CRAFT, as recorded in Plat Book 68, Pages 61 through 63, of said Public Records; thence leaving said centerline of Wewahootee Road, run North 00° 02' 17" East along said East boundary line and East line of said LOT 1, 3975.92 feet to the North line of said Section 6, thence leaving said East Boundary line, run North 89° 57' 33" East along said North line 636.81 feet to the North 1/4 corner of said Section 6; thence continue along the North line of said Section 6, North 89° 48' 12" East, 2646.20 feet to the Point of Beginning.

SOUTHWEST PARCEL:

Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Tract F, Tract G, Tract H, Tract I, and Tract J, International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41, of the Public Records of Orange County, Florida, together with additional land located in Section 1, Township 24 South, Range 31 East and Section 36, Township 23 South, Range 31 East Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the Northeast corner of said Section 36, said point also being on the West right of way line of a 400.00 feet Orlando Utilities Commission Railroad right of way, as recorded in the Official Records Book 3435, Page 2304, of the Public Records of Orange County, Florida; thence the following courses and distances along said West right of way line and the East line of said Section 36, run South 00° 07' 13" East, 533.10 feet to the Point of Beginning; also being a point on the Southerly right of way line of State Road 528 (Bee Line Expressway) as shown on an Orlando - Orange County Expressway Authority Right of Way Map, Section 1.1 - 1.2, 75002 - 3501; thence continue along said West right of way line and East line, South 00° 07' 13" East, 2123.46 feet to the East 1/4 corner of said Section 36; thence continue along said West right of way line and East line, South 00° 04' 18" East, 2922.70 feet to the Southeast corner of said Section 36; thence leaving said East line of Section 36 and the West right of way line, run the following courses and distances along the East line of said Section 1 and the West right of way line of

a 300.00 feet Orlando Utilities Commission Railroad right of way, as recorded in the Official Records Book 3590, Page 355, of the Public Records of Orange County, Florida, South 00° 02' 07" West, 343.69 feet to the point of curvature of a curve to the right, having a radius of 1990.00 feet and a central angle of 41° 06' 13"; thence leaving said East line of Section 1, run along the arc of said curve and West right of way line a distance of 1427.61 feet to the point of tangency; thence South 41° 13' 36" West, 3123.90 feet to the centerline of Wewahootee Road, as recorded in the Official Records Book 5761, Pages 3567-3602, of the Public Records of Orange County, Florida; thence leaving said West right of way line, run the following courses and distances along said centerline, South 89° 39' 56" West, 21.10 feet to the point of curvature of a curve to the left, having a radius of 400.00 feet and a central angle of 44° 01' 33"; thence along the arc of said curve a distance of 307.36 feet to the point of tangency; thence South 45° 38' 23" West, 1557.46 feet to the point of curvature of a curve to the right, having a radius of 400.00 feet, a central angle of 38° 11' 16"; thence along the arc of said curve a distance of 266.60 feet to a point on the South line of said Section 1; thence leaving said centerline of Wewahootee Road, run North 89° 50' 55" West along said South line 1199.62 feet to the Southwest corner of said Section 1; thence leaving said South line, run North 01° 53' 15" West along the West line of said Section 1 a distance of 2660.90 feet to the West 1/4 corner of said Section 1; thence continue along said West line, North 00° 46' 04" East, 2646.14 feet to the Northwest corner of said Section 1; thence North 88° 06' 44" West along the South line of said Section 36 a distance of 10.78 feet to the Southwest corner of said Section 36; thence North 00° 09' 05" East along the West line of said Section 36 a distance of 2923.13 feet to the West 1/4 corner of said Section 36; thence continue along said West line, North 00° 10' 56" East, 2412.09 feet to said Southerly right of way line of State Road 528 (Bee Line Expressway); thence leaving said West line of Section 36, run the following courses and distances along said Southerly right of way, North 89° 45' 47" East, 2879.03 feet; thence South 89° 33' 17" East, 1261.51 feet; thence South 77° 38' 56" East, 1328.23 feet to the Point of Beginning.

LESS AND EXCEPT A, B, C, D, E, AND F AS SET FORTH BELOW:

A) Limited Access Right of Way (Official Records Book 4282, Page 3520)

Commence at the Southeast corner of the Northeast 1/4 of Section 36, Township 23 South, Range 31 East, Orange County, Florida; thence N00°07'13"W along the East line of said Northeast 1/4, 1047.59 feet to the POINT OF BEGINNING, said point of beginning of a line of limited access and a point on a curve concave Northerly and having a radius of 482.42 feet; thence departing said East line on a chord bearing of N69°04'46"W run Northwesterly along the arc of said curve, through a central angle of 16°47'58", 141.45 feet; thence S79°13'57"W, 27.35 feet to the end of the line of limited access; thence continue S79°13'57"W, 50.29 feet to a point on the Southeasterly right-of-way line of I.C.P. Boulevard, also being a point on a curve concave Northerly and having a radius of 811.94 feet; thence on a chord bearing of N29°19'13"E run Northeasterly along the arc of said curve through a central angle of 14°08'57", 200.51 feet to the beginning of a line of limited access; thence S20°35'32"E, 77.64 to a point on a curve concave Northerly and having a radius of 382.42 feet; thence on a chord bearing of S67°23'14"E run Southeasterly along the arc of said curve, through a central angle of 13°24'54", 89.54 feet to a point on the aforesaid East line of the NE 1/4 of Section 36 and the end of the line of limited access; thence S00°07'13"E, along said East line, 103.17 feet to the POINT OF BEGINNING.

B) Pump Station (Official Records Book 5543, Page 2698)

A portion of the NE 1/4 of Section 36, Township 23 South, Range 31 East, Orange County, Florida, being a portion of the land described in a Special Warranty Deed recorded February 5, 1988 in Official Records Book 3955, Pages 3115 through 3131, of the Public Records of Orange County, Florida;

Being more particularly described as follows: BEGIN at the Southeast corner of Tract "J", INTERNATIONAL CORPORATE PARK, PHASE ONE-UNIT I, according to the plat thereof recorded in Plat Book 23, Pages 38 through 41, of the Public Records of Orange County, Florida, thence run S00°07'13"E along the East line of the Northeast quarter of said Section 36, (said East line also being the West line of a 400' wide Orlando Utilities Commission railroad right-of-way per Official Records Book 3435, Page 2304,

Public Records of Orange County, Florida), for a distance of 105.12 feet; thence, leaving said East line of said Northeast quarter and said West O.U.C. (Orlando Utilities Commission) right-of-way line, run S89°52'47"W, (non-radial), a distance of 131.63 feet to a point on a curve concave Northwesterly having a radius of 811.94 feet, said point also being on the Easterly right-of-way line of I.C.P. Boulevard, as shown on aforesaid Plat Book 23, Pages 38 through 41; thence run Northeasterly along the arc of said curve and along said Easterly right-of-way line for a distance of 94.04 feet through a central angle of 06°38'11", said curve having a chord length of 93.99 feet bearing N22°43'15"E, to the Southwest corner of aforesaid Tract "J", of said Plat Book 23, Pages 38 through 41; thence, leaving aforesaid curve and aforesaid Easterly right-of-way line of I.C.P. Boulevard, run along the South boundary of said Tract "J" for the following four (4) courses: run S70°35'50"E (radial), 19.81 feet; thence N89°52'47"E, 56.48 feet; thence N00°07'13"W, 25.12 feet; thence run N89°52'47"E, 20.00 feet to the POINT OF BEGINNING.

C) Retention/Detention Pond Area (Official Records Book 4282, Page 3520)

Commence at the Southeast corner of the Northeast 1/4 of Section 36, Township 23 South, Range 31 East, Orange County, Florida; thence N00°07'13"W along the East line of said Northeast 1/4, 677.59 feet to the POINT OF BEGINNING; Continue N00°07'13"W, 370.00 feet to a point on the Southerly right-of-way line of the Bee Line Expressway (S.R. 528) access road and being a point on a curve concave Northerly and having a radius of 482.42 feet; thence departing said East line on a chord bearing of N69°04'46"W run Northwesterly along the arc of said curve, through a central angle of 16°47'58", 141.45 feet; thence S79°13'57"W, 27.35 feet to a line of limited access and a point on a curve concave Northwesterly having a radius of 846.94 feet; thence on a chord bearing of S41°15'40"W run Southwesterly along the arc of said curve through a central angle of 14°43'36", 217.69 feet to the end of said line of limited access; thence S38°45'10"E, 323.44 feet; thence N89°52'47"E, 100.00 feet to the POINT OF BEGINNING.

D) That part of Aerospace Parkway and International Corporate Park Boulevard per said plat of International Corporate Park Phase One - Unit I, a public right of way lying in Section 36.

E) Tract J, International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida.

F) Central Florida Expressway Authority Parcel 1 as described in Official Records Book 11029, Page 6496 of the Public Records of Orange County, Florida.

TRACT 8 PARCEL:

TRACT 8, INTERNATIONAL CORPORATE PARK - PARCEL 10, as recorded in Plat Book 67, Pages 56 through 58, of the Public Records of Orange County, Florida.

TOGETHER WITH EASEMENT RIGHTS 1 THROUGH 13 FOR THE BENEFIT OF PARCEL B:

1. Reservations and Easements set forth in Warranty Deed recorded October 6, 1983 in Official Records Book 3427, Page 1809; and First Amendment recorded September 18, 1992 in Book 4462, Page 4935, Public Records of Orange County, Florida (Offsite);

2. Master Drainage System Easement recorded May 5, 1987 in Official Records Book 3884, Page 433, Public Records of Orange County, Florida;

3. Right of Way Agreement recorded June 24, 1987 in Official Records Book 3897, Page 4993; and as amended by First Amendment to Right of Way Agreement recorded August 20, 1991 in Official Records Book 4317, Page 4727, Public Records of Orange County, Florida;

4. Underground Utility and Drainage Easement recorded October 19, 1987 in Official Records Book 3929, Page 1912, Public Records of Orange County, Florida;
5. Underground Utility Easement recorded October 19, 1987 in Official Records Book 3929, Page 1923, Public Records of Orange County, Florida;
6. Easement recorded October 26, 1987 in Official Records Book 3931, Page 179, Public Records of Orange County, Florida (Offsite);
7. Department of Corrections Temporary Construction Easement recorded October 26, 1987 in Official Records Book 3931, Page 186, Public Records of Orange County, Florida (Offsite);
8. Right of Way Agreement recorded December 30, 1987 in Official Records Book 3946, Page 3172, Public Records of Orange County, Florida;
9. Temporary Construction Easement Agreement recorded December 30, 1987 in Official Records Book 3946, Page 3186, Public Records of Orange County, Florida;
10. Easement Agreement recorded May 28, 1999 in Official Records Book 5761, Page 3567, Public Records of Orange County, Florida;
11. Rights and easements set forth in Special Warranty Deed recorded September 20, 2000 in Official Records Book 6091, Page 2513, Public Records of Orange County, Florida;
12. Rights and easements set forth in Special Warranty Deed recorded September 20, 2000 in Official Records Book 6091, Page 2523, Public Records of Orange County, Florida; and
13. Easement Agreement recorded July 19, 2001 in Official Records Book 6305, Page 5872, Public Records of Orange County, Florida.

PARCEL C:

A TRACT OF LAND, BEING A PORTION OF LOT 1, INTERNATIONAL CORPORATE PARK PHASE ONE - UNIT I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGES 38 THROUGH 41, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°48'23" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1145.89 FEET; THENCE RUN NORTH 00°11'48" WEST, 639.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 21°11'40", AN ARC LENGTH OF 425.40 FEET, A CHORD LENGTH OF 422.98 FEET AND A CHORD BEARING OF NORTH 10°47'38" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 21°23'28" WEST, 24.06 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 68°36'32" WEST, 30.00 FEET; THENCE RUN SOUTH 29°50'29" WEST, 32.92 FEET; THENCE RUN SOUTH 89°50'29" WEST, 1015.88 FEET; THENCE RUN NORTH 01°52'18" EAST, 425.48 FEET; THENCE RUN NORTH 88°07'35" WEST, 232.71 FEET; THENCE RUN SOUTH 00°22'18" EAST, 64.23 FEET; THENCE RUN SOUTH 16°02'55" WEST, 153.31 FEET; THENCE RUN SOUTH 60°51'00" WEST, 93.12 FEET; THENCE RUN SOUTH 63°16'37" WEST, 107.36 FEET; THENCE RUN SOUTH 89°00'01" WEST, 143.24 FEET; THENCE RUN NORTH 66°41'16" WEST, 65.77 FEET; THENCE RUN SOUTH 85°59'18" WEST, 107.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 38.75 FEET, A CENTRAL ANGLE OF 60°29'27", AN ARC LENGTH OF 40.91 FEET, A CHORD LENGTH OF 39.04 FEET, AND A CHORD BEARING

OF SOUTH 55°44'35" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 25°29'51" WEST, 137.40 FEET; THENCE RUN SOUTH 89°50'29" WEST, 399.17 FEET TO A POINT LYING ON THE WEST LINE OF SAID LOT 1; THENCE RUN NORTH 23°53'33" EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 1115.92 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SPACE TRIANGLE PARKWAY; THENCE RUN NORTH 72°08'58" EAST, ALONG THE NORTH LINE OF SAID LOT 1 AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1070.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 1, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG SAID CURVE, HAVING A RADIUS OF 3867.72 FEET, A CENTRAL ANGLE OF 04°23'50", AN ARC LENGTH OF 296.84 FEET, A CHORD LENGTH OF 296.77 FEET, AND A CHORD BEARING OF NORTH 69°57'03" EAST; THENCE, NON-RADIAL TO SAID CURVE, RUN SOUTH 21°23'28" EAST, 1508.24 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION CONVEYED TO ORANGE COUNTY IN WARRANTY DEED RECORDED MARCH 6, 2009 IN OFFICIAL RECORDS BOOK 9839, PAGE 626, PUBLIC RECORD OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH EASEMENT RIGHTS GRANTED IN:

1) MASTER STORMWATER DRAINAGE AGREEMENT RECORDED MAY 5, 1987 IN OFFICIAL RECORDS BOOK 3884, PAGE 440, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;

2) BORROW PIT EASEMENT RECORDED MAY 5, 1987 IN OFFICIAL RECORDS BOOK 3884, PAGE 442; AS AFFECTED BY SECTION 9 OF THAT CERTAIN DEVELOPMENT AGREEMENT RECORDED SEPTEMBER 14, 2006 IN OFFICIAL RECORDS BOOK 8860, PAGE 3134, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;

3) DECLARATION OF CROSS EASEMENTS AND RESTRICTIONS RECORDED SEPTEMBER 14, 2006 IN OFFICIAL RECORDS BOOK 8860, PAGE 3101, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AND

4) CROSS EASEMENT AGREEMENT RECORDED MARCH 19, 2008 IN OFFICIAL RECORDS BOOK 9632, PAGE 3846, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND:

That part of Section 1, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of said Section 1; thence N00°08'02"W along the East line of the Southeast 1/4 of said Section 1 for a distance of 1218.30 feet to the POINT OF BEGINNING; thence S89°32'00"W, 2246.81 feet to the Southeasterly right-of-way line of a 300 foot wide Orlando Utilities Commission Railroad right-of-way, as recorded in Official Records Book 3471, Page 617, of the Public Records of Orange County, Florida; thence N41°08'54"E along said Southeasterly right-of-way line 147.13 feet to the centerline of Wewahootee Road, as recorded in Official Records Book 5761, Page 3567, of said Public Records; thence N89°32'00"E along said centerline 2149.73 feet to the aforesaid East line of the Southeast 1/4; thence S00°08'02"E along said East line 110.00 feet to the POINT OF BEGINNING.

AND:

A parcel of land within the Southeast 1/4 of Section 1, Township 24 South, Range 31 East, Orange County, Florida, lying South of the centerline of Wewahootee Road, and lying Northwesterly of the Northwest right-of-way line of a 300 foot wide Orlando Utilities Commission Railroad right-of-way, as

recorded in Official Records Book 3471, Page 617, of said Public Records, more particularly described as follows:

Commence at the South 1/4 corner of said Section 1; thence N00°16'08"W along the West line of the Southeast 1/4 of said Section 1 for a distance of 1056.39 feet to said Northwest right-of-way line of a 300 foot wide Orlando Utilities Commission Railroad right-of-way and the POINT OF BEGINNING; thence continue N00°16'08"W along said West line 204.81 feet to the centerline of said Wewahootee Road and a point on a non-tangent curve concave Southeasterly having a radius of 400.00 feet and a chord bearing of N74°23'53"E; thence Northeasterly along said centerline and the arc of said curve through a central angle of 30°43'36" for a distance of 214.51 feet to the point of tangency; thence N89°45'41"E along said centerline 25.70 feet to said Northwesterly right-of-way line; thence S41°08'54"W along said Northwesterly right-of-way line 347.84 feet to the POINT OF BEGINNING.

AND:

That part of the land described below lying Westerly of the following described line:

Commence at the Southwest corner of the Southeast 1/4 of Section 8, Township 24 South, Range 32 East; thence N89°46'01"E, along the South line of said Southeast 1/4 a distance of 175.57 feet to the POINT OF BEGINNING; thence departing said South line run N09°15'45"W, a distance of 6739.67 feet; thence N42°56'37"E, 1411.00 feet; thence N28°40'16"W, 1796.62 feet; thence N19°50'33"E, 1955.48 feet; thence N01°28'36"E, 1129.65 feet; thence N33°23'35"E, 923.57 feet; thence N79°28'20"E, 1623.18 feet; thence N29°46'06"E, 1397.71 feet; thence N48°04'07"E, 1962.60 feet to the South right-of-way line of the Martin Anderson Beachline Expressway (SR 528) as recorded in Official Records Book 1533, Page 371, of the Public Records of Orange County, Florida and the POINT OF TERMINATION.

That part of Sections 32, 33 and 34, Township 23 South, Range 32 East; all of Sections 5, 7 and 8, Township 24 South, Range 32 East; that part of Sections 4, 6, 9 and 18, Township 24 South, Range 32 East, all lying in Orange County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Section 5; thence run N00°34'58"W, along the West line of the Southwest 1/4 of said Section 5 for a distance of 1333.50 feet to the POINT OF BEGINNING; thence continue N00°34'58"W along said West line, 1311.44 feet to the West 1/4 corner of said Section 5; thence N00°33'01"W along the West line of the Northwest 1/4 of said Section 5 for a distance of 2655.00 feet to the Northwest corner of said Section 5; thence N00°00'52"W along the West line of the Southwest 1/4 of said Section 32 for a distance of 2928.81 feet to the West 1/4 corner of said Section 32; thence N00°09'33"E along the West line of the Northwest 1/4 of said Section 32 for a distance of 2199.52 feet to the South right-of-way line of the Martin Anderson Beachline Expressway (SR 528) as recorded in Official Records Book 1533, Page 371, of the Public Record of Orange County, Florida; thence run the following seven (7) courses along said South right-of-way line: S77°35'21"E, 948.51 feet; thence N00°28'04"E, 61.26 feet; thence N78°29'36"E, 1328.78 feet; thence S89°34'41"E, 8325.62 feet; thence N89°16'47"E, 1078.27 feet; thence S00°49'55"E, 299.60 feet; thence N89°22'29"E, 180.67 feet to the centerline of the Econlockhatchee River and Reference Point A; thence Southerly along said centerline 18,672 feet more or less to a point which bears S15°55'50"W, 16,115.43 feet from said Reference Point A, said point being on the South line of the Southwest 1/4 of said Section 9; thence S89°53'19"W along said South line 2068.95 feet to the Southwest corner of said Section 9; thence S89°46'01"W along the South line of the Southeast 1/4 of said Section 8 for a distance of 2643.34 feet to the South 1/4 corner of said Section 8; thence S89°45'58"W along the South line of the Southwest 1/4 of said Section 8 for a distance of, 2657.52 feet to the Northeast corner of said Section 18; thence S00°04'46"W along the East line of the Northeast 1/4 of said Section 18 for a distance of 2373.19 feet to the centerline of the Disston Canal; thence run the following five (5) courses along said centerline: thence S24°55'59"W, 1234.87 feet to the point of curvature of a curve concave Northwesterly having a radius of 140.00 feet and a chord bearing of S51°12'01"W; thence Southwesterly along the arc of said curve through a central angle of 52°32'03"

for a distance of 128.37 feet to the point of tangency; thence S77°28'02"W, 3885.21 feet; thence S77°56'38"W, 914.16 feet; thence S58°14'24"W, 16.45 feet to the West line of the Southwest 1/4 of said Section 18; thence N00°00'08"W along said West line, 1938.09 feet to the West 1/4 corner of said Section 18; thence N00°07'29"W along the West line of the Northwest 1/4 of said Section 18 for a distance of, 498.15 feet to the Southwest corner of lands described in Official Records Book 4268, Page 1042, of said Public Records (City of Cocoa, Florida - Well Site Number 21); thence run the following three (3) courses along the South, East and North lines of said lands: N89°52'31"E, 450.00 feet; thence N00°07'29"W, 450.00 feet; thence S89°52'31"W, 450.00 feet to the West line of the Northwest 1/4 of said Section 18; thence N00°07'29"W along said West line, 1300.01 feet to the Southwest corner of said lands described in Official Records Book 4268, Page 1042, of said Public Records (City of Cocoa, Florida - Well Site Number 20); thence run the following three (3) courses along the South, East and North lines of said lands: N89°52'32"E, 450.00 feet; thence N00°07'28"W, 450.00 feet; thence S89°49'58"W, 449.95 feet to the West line of the Southwest 1/4 of said Section 7; thence N00°03'11"W, along said West line 2612.89 feet to the West 1/4 corner of said Section 7; thence N00°05'32"W along the West line of the Northwest 1/4 of said Section 7 for a distance of, 2655.69 feet to the Northwest corner of said Section 7; thence N00°08'02"W along the West line of the Southwest 1/4 of said Section 6 for a distance of 1328.30 feet to the centerline of the Wewahootee Grade; thence N89°32'00"E along said centerline, 721.40 feet; thence N89°44'57"E along said centerline, 1299.99 feet; thence N89°39'59"E, along said centerline 3324.43 feet to the POINT OF BEGINNING;

Less and Except the Central Florida Expressway Authority right-of-way Parcel A and Parcel B, as described in Official Records Book 11029, Page 6485, of the Public Records of Orange County, Florida.

Less and Except the following five City of Cocoa, Florida - Well Sites as described in Official Records Book 1012, Page 220, of the Public Records of Orange County, Florida:

Well Site "K"

Commencing at the Southwest corner of Section 5, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of said Section 5, a distance of 1337.28 feet (N00°34'58"W, 1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Easterly along the said centerline a distance of 3832 feet (N89°34'02"E, 1449.20 feet and N89°36'27"E, 2382.74 feet measured) to the POINT OF BEGINNING; thence continuing along said centerline a distance of 208.71 feet (N89°36'27"E, 208.71 feet measured); thence Southerly at a right angle to said centerline a distance of 308.71 feet (S00°23'33"E, 308.71 feet measured); thence Westerly parallel to said centerline a distance of 208.71 feet (S89°36'27"W, 208.71 feet measured); thence Northerly at a right angle to said centerline a distance of 308.71 feet (N00°23'33"W, 308.71 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "L"

Commencing at the Southwest corner of Section 5, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of Section 5, a distance of 1337.28 feet (N00°34'58"W, 1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Easterly along the said centerline a distance of 1450 feet (N89°34'02"E, 1449.20 feet measured) to the POINT OF BEGINNING; thence continuing along said centerline a distance of 208.71 feet (N89°36'27"E, 208.71 feet measured); thence Southerly at a right angle to said centerline a distance of 308.71 feet (S00°23'33"E, 308.71 feet measured); thence Westerly parallel to said centerline a distance of 208.71 feet (S89°36'27"W, 208.71 feet measured); thence Northerly at a right angle to said centerline a distance of 308.71 feet (N00°23'33"W, 308.71 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "M"

Commencing at the Southeast corner of Section 6, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the East line of Section 6, 1337.28 feet (N00°34'58"W, 1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Westerly along the said centerline a distance of 1180 feet (S89°39'59"W, 1179.67 feet measured) to the POINT OF BEGINNING; thence Southerly at a right angle to the Wewahootee Grade centerline a distance of 247.56 feet (S00°21'33"E, 244.31 feet measured); thence Westerly parallel to the said centerline a distance of 147.56 feet (S89°38'27"W, 147.56 feet measured); thence Northerly and at a right angle to said centerline a distance of 247.56 feet (N00°21'33"W, 244.37 feet measured) to the centerline of said grade; thence Easterly along the said centerline a distance of 147.56 feet (N89°39'59"E, 147.56 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "N"

Commencing at the Southeast corner of Section 6, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the East line of Section 6 a distance of 1337.28 feet (N00°34'58"W, 1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Westerly along the said centerline a distance of 3180 feet (S89°39'59"W, 3179.05 feet measured) to the POINT OF BEGINNING; thence Southerly at a right angle to the Wewahootee Grade centerline a distance of 247.56 feet (S00°21'33"E, 245.19 feet measured); thence Westerly parallel to the said centerline a distance of 147.56 feet (S89°38'27"W, 147.56 feet measured); thence Northerly and at a right angle to said centerline a distance of 247.56 feet (N00°21'33"W, 245.26 feet measured) to the centerline of said Grade; thence Easterly along the said centerline a distance of 147.56 feet (N89°44'57"E, 2.19 feet measured and N89°39'59"E, 145.37 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "O"

Commencing at the Southwest corner of Section 6, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of Section 6 a distance of 1326.04 feet (N00°08'02"W, 1328.30 feet measured) to an intersection with the centerline of Wewahootee Grade and the POINT OF BEGINNING; thence Easterly along said centerline a distance of 147.56 feet (N89°32'00"E, 147.56 feet measured); thence Southerly parallel to the West line of said Section 6, a distance of 247.56 feet (S00°08'02"E, 246.64 feet measured); thence Westerly parallel to the centerline of Wewahootee Grade a distance of 147.56 feet (S89°38'27"W, 147.56 feet measured) to the West line of said Section 6; thence Northerly along said West line a distance of 247.56 feet (N00°08'02"W, 246.36 feet measured) to the POINT OF BEGINNING.

Less and Except the following City of Cocoa, Florida - Well Site described in Order of Taking recorded in Official Records Book 4268, Page 1042, of the Public Records of Orange County, Florida:

Well Site #22:

Commence at the Northwest corner of Section 18, Township 24 South, Range 32 East, Orange County, Florida, and run S00°31'23"W, along the West line of said Section 18, a distance of 2160.40 feet (S00°07'29"E, 2160.40 feet measured); thence run S89°28'37"E a distance of 1135.60 feet (N89°52'31"E, 1136.01 feet measured); thence run S29°49'23"E a distance of 967.57 feet (S30°28'15"E, 967.23 feet measured) to the POINT OF BEGINNING; thence run S00°37'10"W a distance of 331.58 feet (S00°01'42"E, 331.58 feet measured); thence run S89°22'50"E a distance of 450.00 feet (N89°58'18"E, 450.00 feet measured); thence run N00°37'10"E a distance of 450.00 feet (N00°01'42"W, 450.00 feet measured); thence run N89°22'50"W a distance of 450.00 feet (S89°58'18"W, 450.00 feet measured); thence run S00°37'10"W a distance of 118.42 feet (S00°01'42"E, 118.42 feet measured) to the POINT OF BEGINNING.

Containing 4698.369 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

CAMINO REALE PROPERTY
2015 BOUNDARY SURVEY

DESCRIPTION:

That part of Sections 13 and 24, Township 24 South, Range 31 East, and part of Sections 18, 19 and all of Sections 29, 30, 31 and 32, Township 24 South, Range 32 East, Orange County, Florida, described as follows:

Beginning at the Southeast corner of Section 19, Township 24 South, Range 32 East, Orange County, Florida; thence S89°57'12"W along the South line of said Section 19 a distance of 3146.18 feet; thence run North 05°38'25" East, 1169.63 feet to a 1/2" iron rod with cap marked "LB 6915", Atlantic Surveying, Inc.; thence run North 14°52'28" West, 929.69 feet to a 1/2" iron rod with cap marked "LB 6915"; thence run North 13°48'56" West, 1202.80 feet to a 1/2" iron rod with cap marked "LB 6915"; thence run North 13°44'26" West, 756.42 feet to a 1/2" iron rod with cap marked "LB 6915"; thence run North 16°50'12" West, 1520.28 feet to a 1/2" iron rod with cap marked "LB 6915"; thence continue North 16°50'12" West, 808.08 feet more or less to the centerline of Disston Canal; thence the following two (2) courses along the centerline of said canal: S77°53'03"W, 914.16 feet; thence S58°10'49"W a distance of 16.44 feet to the East line of the East 3/4 of Section 13, Township 24 South, Range 31 East, Orange County, Florida; thence S00°03'15"E along said East line, 4.89 feet to the centerline of said canal; thence the following three (3) courses along said centerline: S71°45'51"W, 58.70 feet; thence S57°53'24"W, 3455.41 feet; thence S57°54'36"W, 251.71 feet to the Easterly right-of-way line of Lake Mary Jane Road; thence S38°49'00"E along said Easterly right-of-way line a distance of 1241.35 feet; thence leaving said Easterly right-of-way line, N59°35'32"E a distance of 733.87 feet; thence S38°48'28"E a distance of 600.00 feet; thence S59°35'32"W a distance of 733.87 feet to aforesaid Easterly right-of-way line of Lake Mary Jane Road and a point of curve concave Westerly having a radius of 623.69 feet and a chord bearing of S06°44'28"E; thence run along said right-of-way line and the arc of said curve through a central angle of 64°08'00" an arc distance of 698.12 feet; thence S25°19'32"W a distance of 830.98 feet to a point of curve concave Easterly having a radius of 1382.70 feet and a chord bearing of S13°22'02"W; thence run along the arc of said curve through a central angle of 23°55'00" an arc distance of 577.17 feet; thence S01°24'32"W a distance of 241.08 feet; thence leaving said right-of-way, N89°59'04"E a distance of 780.24 feet; thence S01°24'32"W a distance of 360.11 feet to the South line of the East 1/2 of Section 24, Township 24 South, Range 31 East, Orange County, Florida; thence N89°59'04"E a distance of 1697.74 feet to the Southeast corner of said East 1/2 of Section 24; thence S00°12'49"E along the West line of Section 30, Township 24 South, Range 32 East, Orange County, Florida, a distance of 2658.18 feet to the West 1/4 corner of said Section 30; thence S00°12'49"E a distance of 2658.18 feet to the Northwest corner of Section 31, Township 24 South, Range 32 East, Orange County, Florida; thence S00°09'36"E a distance of 2671.73 feet to the West 1/4 corner of said Section 31; thence S00°15'37"E a distance of 2841.08 feet to the Southwest corner of said Section 31; thence S89°38'46"E a distance of 2655.16 feet to the South 1/4 corner of said Section 31; thence S89°38'08"E a distance of 2654.78 feet to the Southeast corner of said Section 31; thence S89°38'47"E a distance of 2654.90 feet to the South 1/4 corner of Section 32, Township 24 South, Range 32 East, Orange County, Florida; thence S89°37'50"E a distance of 2654.88 feet to the Southeast corner of said Section 32; thence

N00°21'48"W a distance of 2924.84 feet to the East 1/4 corner of said Section 32; thence N00°21'48"W a distance of 2658.95 feet to the Northeast corner of said Section 32; thence N00°11'51"W a distance of 2658.94 feet to the East 1/4 corner of Section 29, Township 24 South, Range 32 East, Orange County, Florida; thence N00°11'51"W a distance of 2658.94 feet to the Northeast corner of said Section 29; thence S89°59'09"W a distance of 2649.16 feet to the North 1/4 corner of said Section 29; thence S89°59'09"W a distance of 2649.16 feet to the POINT OF BEGINNING;

LESS:

That part of Sections 18 and 19, Township 24 South, Range 32 East, Orange County, Florida, described as City of Cocoa Well Field Sites #31, #32 and #33, recorded in Official Records Book 4874, Page 1504, 1505 and 1506, Public Records of Orange County, Florida, more particularly described as follows:

City of Cocoa Well Field Site #31 is described as follows: Begin at the concrete monument marking the Northwest corner of said Section 19 and run South 00°29'34" West, along the West line of the Northwest 1/4 of said Section 19, a distance of 433.00 feet to an iron rod; thence South 89°30'26" East perpendicular to said West line, a distance of 450.04 feet to an iron rod; thence North 00°29'34" East parallel to said West line of the Northwest 1/4, a distance of 450.00 feet to an iron rod; thence North 89°30'26" West perpendicular to said West line of the Northwest 1/4, a distance of 450.00 feet to an iron rod on the West line of the Southwest 1/4 of aforesaid Section 18; thence South 00°37'50" West, along the West line of said Southwest 1/4, a distance of 17.00 feet to the POINT OF BEGINNING.

AND LESS:

City of Cocoa Well Field Site #32 is described as follows: Commence at a concrete monument marking the Northwest corner of said Section 19, and run South 00°29'34" West, along the West line of the Northwest 1/4 of said Section 19, a distance of 1199.38 feet; thence South 31°55'11" East, a distance of 496.61 feet to an iron rod, the POINT OF BEGINNING; thence North 89°22'50" West, a distance of 100.00 feet to an iron rod; thence South 00°37'10" West, perpendicular to the first course of this description, a distance of 450.00 feet to an iron rod; thence South 89°22'50" East, parallel to the first course of this description, a distance of 450.00 feet to an iron rod; thence North 00°37'10" East perpendicular to the first course of this description, a distance of 450.00 feet to an iron rod; thence North 89°22'50" West parallel to the first course of this description, a distance of 350.00 feet to the POINT OF BEGINNING.

AND LESS:

City of Cocoa Well Field Site #33 is described as follows: Commence at the concrete monument marking the Northwest corner of said Section 19, and run South 00°29'34" West along the West line of the Northwest 1/4 of said Section 19, a distance of 1199.38 feet; thence South 31°55'11" East, a distance of 496.61 feet to a point on the North line of City of Cocoa Well Field Site #32; thence North 89°22'50" West, along said North line a distance of 100.00 feet to the Northwest corner of said Site #32; thence South 00°37'10" West, along the West line of said Site #32 a distance of 450.00 feet to the Southwest corner of said Site #32; thence South 89°22'50" East,

along the South line of said Site #32, a distance of 450.00 feet to the Southeast corner of said Site #32; thence South 00°37'10" West, a distance of 170.52 feet; thence South 44°22'50" East, a distance of 424.26 feet; thence South 00°37'10" West, a distance of 323.73 feet; thence South 44°22'50" East a distance of 432.40 feet to an iron rod, the POINT OF BEGINNING; thence South 89°22'50" East a distance of 450.00 feet to an iron rod; thence South 00°37'10" West, perpendicular to the first course of this description, a distance of 450.00 feet to an iron rod; thence North 89°22'50" West parallel to the first course of this description, a distance of 450.00 feet to an iron rod; thence North 00°37'10" East perpendicular to the first course of this description, a distance of 450.00 feet to the POINT OF BEGINNING.

AND LESS: 76 ACRE SITE

That part of Sections 29 and 30, Township 24 South, Range 32 East, Orange County, Florida, described as follows:

Begin at the Northeast corner of said Section 30; thence N89°59'27"W along the North line of said Section 30 for a distance of 790.24 feet; thence S00°00'33"W, 2273.27 feet; thence S89°59'27"E, 789.46 feet; thence S89°57'05"E, 666.06 feet; thence N00°02'55"E, 2273.27 feet to the North line of the aforesaid Section 29; thence N89°57'05"W along said North line for a distance of 666.85 feet to the POINT OF BEGINNING.

Containing 3076.036 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

THE FOLLOWING RECIPROCAL EASEMENTS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND HAVE NOT BEEN SURVEYED.

TOGETHER WITH EASEMENT RIGHTS GRANTED IN AGREEMENT GRANTING RECIPROCAL EASEMENTS FOR DRAINAGE, UTILITIES, INGRESS, AND EGRESS BY AND BETWEEN CAMINO REALE PROPERTIES, LLC AND FARMLAND RESERVE, INC. RECORDED DECEMBER 23, 2009 IN OFFICIAL RECORDS BOOK 9979, PAGE 8989, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Exhibit C
PDS Scope of Services
(14 pages)

Sunbridge Parkway Preliminary Design Study
Scope of Services – Expedited Version – Private Ownership of Future Road Corridor
Assumed Project Duration – 12 months

1.0 Administration

1.1 Notice to Proceed Meeting

The Consultant shall attend a Notice to Proceed Meeting with County representatives, where relevant project information will be provided by the County, along with procedures for administering the contract.

1.2 Project Status Meetings

The Consultant shall attend periodic meetings (up to six (6)) with the Orange County Project Manager and staff to discuss project progress and status, upcoming events and activities. The purpose of these meetings is to maintain clear communication between the County and the Project Team. The Consultant shall prepare and distribute meeting minutes following each of these meetings.

1.3 Project Management/Supervision (May or may not be included per Applicant's determination)

The Consultant shall coordinate and manage the efforts of the Consulting Team in throughout the duration of the Preliminary Design Study. Management shall include solicitation of proposals, review of invoices, schedule management and coordination of deliverables.

1.4 PDS Project Schedule

The Consultant shall prepare and submit a detailed project schedule for the project identifying major tasks, their duration and tasks relationships.

1.5 Monthly Invoices (Progress reports)

The Consultant shall provide monthly progress reports to Orange County summarizing the effort expended to date by the Consulting Team.

1.6 Quality Assurance/Quality Control

The Consultant shall implement a Quality Assurance/Quality Control program for review of documents produced by the Consultant and by other Consulting Team members for consistency with this Scope of Services and internal consistency.

1.7 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Project Schedule

1.8 Pay Items

Not included

2.0 Public Involvement

The public involvement element of this project is a primary component distinguishing this project from a roadway design project. The purpose of the public involvement element is to get the community involved in the project development and decision-making process, so that the County can develop a project that not only meets the transportation needs of the area, but is also supported by the community it is intended to serve. Therefore, the Consultant shall conduct the following public involvement activities throughout the project.

2.1 Public Involvement Plan Not included

2.2 Coordination Meetings

The Consultant shall coordinate and conduct one (1) initial meeting or telephone call and one (1) follow-up telephone call with the following local and state organizations to inform them of the project and solicit their input:

- South Florida Water Management District (SFWMD)
- Orange County Utilities Department (OCU)
- Orange County Environmental Protection Department (OCEPD)
- Osceola County Community Development Department (Osceola)
- United States Fish & Wildlife Service (USFWS)
- Army Corps of Engineers, (ACOE)
- Florida Department of Environmental Protection (FDEP)
- Florida Fish & Wildlife Conservation Commission (FFWCC)
- Orange County Public Schools (OCPS)
- Orange County Fire Rescue (OCFR)
- Central Florida Expressway Authority (CFX)
- Florida Department of Transportation (FDOT)
- Florida's Turnpike Enterprise (FTE)
- Orlando Utilities Commission (OUC)
- Florida Gas Transmission (FGT)
- TECO Peoples Gas (TECO)

Consultant shall prepare minutes for each meeting or telephone call and provide copies to Orange County.

2.3 Small Group Meetings (Up to two)

The Consultant shall prepare for and participate in up to two (2) Small Group Meetings, to be conducted on an as needed basis at the discretion of Orange County. County staff shall facilitate any required Small Group Meeting and the Consultant shall prepare the requisite exhibits.

- 2.4 Updated Mailing List
Orange County shall prepare an initial mailing list and Consultant shall update and maintain the mailing list throughout the project duration based on information received from Orange County.
- 2.5 Newsletters
Orange County shall provide a newsletter template and Consultant shall update and distribute up to four (4) such newsletters, subject to Orange County approval prior to distribution.
- 2.6 Website Creation / Maintenance (Orange County)
Orange County shall create and maintain the project website. Consultant shall provide website content as requested by Orange County.
- 2.7 Advertisements / News Releases
Orange County shall provide templates for all required advertisements and/or news releases and Consultant shall prepare and publish up to three (3) such advertisements and/or news releases, which are subject to Orange County approval prior to publication.
- 2.8 Public Information Meetings
The Consultant shall prepare for and conduct one (1) public information meeting as described below.
- Recommended Concept Public Meeting - Following identification of a recommended improvement concept, the Consultant shall coordinate and conduct a Recommended Concept Public Meeting. The purpose of this meeting is to present the project team's draft recommended improvement concept to the public for review and comment prior to presenting to the Local Planning Agency (LPA), and the Board of County Commissioners (BCC). County staff shall present the recommended improvement concept to the public in a formal PowerPoint presentation and script prepared by Orange County. Orange County shall distribute a comment form to the meeting participants. The comment form shall be designed to elicit information from the public relevant to the road improvement being considered.

The Consultant shall provide exhibits for display at meetings and shall be mounted on foam board unless otherwise directed by the County. Exhibits shall be plotted in color or black and white as appropriate. Exhibits shall include maps on an aerial photography base and typical sections and detail sketches.

The Consultant shall conduct all preparations for the meetings for the County and shall ensure an adequate number of Consultant personnel are present. Orange County shall make arrangements for the meeting room rental and setup, and ensure that adequate directional signs are placed on the meeting grounds to direct

participants to the meeting room. Orange County shall have the PowerPoint presentation and all meeting materials in final format ready for review and approval by County staff no later than two weeks prior to the scheduled public meeting. Orange County shall document all comments received and questions addressed at the meetings and shall prepare written responses to all questions not adequately addressed at the meetings.

2.10 Local Planning Agency Work Session and Public Hearing

The Consultant shall provide all support necessary for the County to conduct one (1) work session and one (1) public hearing on the recommended improvement concept. The County shall prepare a PowerPoint presentation and script for the LPA Public Hearing.

2.11 Board of County Commissioners Public Hearing

The Consultant shall provide all support necessary for the County to conduct one (1) Final Public Hearing on the recommended improvement concept. The County shall prepare a PowerPoint presentation and script for the BCC Public Hearing.

2.12 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Updated Mailing List
- Newsletters
- Web Page Content
- Advertisements & News Releases
- Public Information Meeting Materials
 - Exhibits
 - PowerPoint Presentations
- Local Planning Agency Work Session Presentation
- Local Planning Agency Public Hearing PowerPoint Presentation
- Board of County Commissioners Public Hearing PowerPoint Presentation

2.13 Pay Items

3.0 Data Collection

Immediately upon receipt of the notice to proceed, the Consulting Team shall begin collecting the engineering, drainage, hydraulic, and environmental data necessary to develop and evaluate a recommended improvement concept. The Consultant shall utilize information gathered in previous engineering reports and/or other existing right-of-way documentation.

3.1 Aerial Photography / Base Maps

The Consultant shall utilize the latest publically available Orange County aerial photography to prepare color 1"=100' and 1"=50' scale base maps. These maps shall be used to present the master drainage basins (1"=100'), the recommended improvement concept (1"=50'), and right-of-way requirements (1"=50').

The Consultant shall prepare color aerial photography on standard 22 x 34 inch sheets with appropriate title blocks, which shall be suitable for public display. Color aerial imaging shall be used to present the overall project concept and the final recommended improvement concept to the public at the various public meetings. The Consultant shall also provide to the County in digital format on CD-ROM.

3.2 Existing Roadway Characteristics
Not included

3.3 Traffic Data
Orange County shall provide to the Consultant existing and projected traffic data from either previously prepared Innovation Way traffic studies or the Orange County Comprehensive Plan. Utilizing the traffic data supplied by the County, the Consultant shall establish the basic design requirements for the roadway typical section, a typical detail for major and minor intersection improvements. The Consultant shall summarize the traffic data and analysis activities in a report to be included in the Preliminary Design Study Report.

3.3.1 Traffic Counts
Not included

3.3.2 Traffic Factors
Not included

3.3.3 Design Traffic Projections (MetroPlan Orlando OUATS Model)
Using the adopted travel forecasts from the Orange County Comprehensive Plan, the Consultant shall prepare opening year and design year travel forecasts for the Sunbridge Parkway study segment for Build conditions.

The design traffic shall be used to establish the basic design requirements for the roadway typical section and each intersection. Using the design traffic, the Consultant shall perform an operational analysis of each of the identified intersections to establish the minimum required lane geometry (including queue lengths) needed to adequately serve the projected turning movements.

3.3.4 Crash Data
Not included

3.3.5 Design Traffic Technical Memorandum
Not included

3.3.6 Design Traffic Engineering Report

The Consultant shall prepare a detailed *Design Traffic Engineering Report* describing the traffic data collection effort, forecasts and analysis. The report shall contain tabulations of all data collected, warrant analyses where appropriate, and recommendations as to traffic control methods and turn lane geometry for specific intersections. The draft *Design Traffic Engineering Report* shall be submitted for review prior to scheduling the Recommended Concept Public Meeting. The final *Design Traffic Engineering Report* shall be summarized in and appended to the Sunbridge Parkway Preliminary Design Study.

3.4 Utilities

The Consultant shall identify any existing and proposed utilities, which may influence location and design consideration, including but not limited to the following:

- Overhead: transmission lines, microwave towers, etc.
- Underground: water, gas, sanitary sewer, force mains, power and telephone cables, as identified by an underground utility locating service.

The Consultant shall coordinate with utilities to:

- 1) Make them aware of the project at the conceptual level. (All information provided to each utility shall be documented as noted below.)
- 2) Obtain information on proposed utility construction.

The Consultant shall map and document this information in the Utility Section of the ***Preliminary Design Study Report***, which shall summarize how the existing utilities shall influence location and design considerations.

3.5 Bridges and Structures

Not included

3.6 Transportation Plans

Not included

3.7 Existing Multimodal Accommodations and Services

Not included

3.8 Soil Survey and Geotechnical Data

The Consultant shall review existing soil maps and available geotechnical information for the study area. Preliminary borings should be conducted along the recommended alignment (20-foot deep approximately every 600 l.f.) to determine seasonal groundwater levels and in areas of the alignment that have a probability of having significant depths of unsuitable materials.

The Consultant shall also perform one soil boring to a depth of 15 feet for each proposed stormwater retention pond site.

The results of the geotechnical data collection activities shall be mapped and documented in a Geotechnical Report, which shall be summarized in and appended to the ***Preliminary Design Study Report***. This section shall document existing data and boring results, and shall contain preliminary recommendations relevant to the project.

3.9 Environmental Site Assessment

The Consultant shall conduct a Contamination Screening Evaluation Report (CSER) for the properties affected by the recommended alignment. The Environmental Site Assessment shall be mapped and documented in a CSER report, which shall be summarized in and appended to the ***Preliminary Design Study Report***.

3.10 Land Use / Development Plans

Orange County shall provide to the Consultant, and the Consultant shall consider in the preparation of the Preliminary Design Study, any Regulating Plan, Land Use Plan, Preliminary Subdivision Plan or Development Plan that could potentially influence the determination of a recommended improvement concept for Sunbridge Parkway.

3.11 Cultural Facilities

Not included

3.12 Archaeological and Historic Features

The Consultant shall review federal, state and local sources to identify recorded historical and archaeological sites within the study area, which shall include the proposed right-of-way, all proposed stormwater facilities and a 100-foot buffer on all sides of the proposed right-of-way and stormwater facilities. Utilizing this information, the Consultant shall map all sites that may influence the location and evaluation of alternative improvement concepts. This information shall be documented in the Cultural Resource Section of the Sunbridge Parkway Preliminary Design Study Report.

3.13 Hydrologic and Natural Features

The Consultant shall review existing information to identify significant hydrologic and natural features found within the study area. The Consultant shall document offsite and bypass drainage features occurring within the study corridor. The Consultant shall supplement documented information with field reviews of the study area. Information to be documented shall, at a minimum, include the following:

- Wetlands
- Conservation Areas
- Mitigation Sites
- Water Quality
- Floodplains and Floodways
- Drainage Outfalls

The Consultant shall also collect corridor-wide permit-related information on environmental resource permits, dredge and fill permits, water quality permits, or stormwater discharge permits. This activity shall include identifying and coordinating with all applicable permitting agencies, as well as identifying all existing permits and their conditions.

3.14 Threatened and Endangered Species

The Consultant shall review existing information to determine the potential presence of threatened or endangered plant and animal species within the study area. The Consultant shall supplement documented information with field reviews of the study area. The Consultant shall document in report and map format, in the ***Preliminary Design Study Report***, all information that may influence the location and evaluation of the recommended improvement concept.

3.15 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Color Aerial Base Map
- Design Traffic Engineering Report
- Geotechnical Reports and Maps
- Environmental Site Assessment Report
- Cultural Resource Assessment Survey
- Hydrologic & Natural Features Report
- Threatened & Endangered Species Report
- Maps:
 - Existing and Proposed Utilities
 - Hazardous Materials Areas
 - Land Use & Development Plans
 - Archaeological & Historical Sites
 - Hydrologic & Natural Features
 - Threatened & Endangered Species
 - Critical & Strategic Habitat
 - Wildlife Corridors

3.16 Pay Items

Not included

4.0 Right-of-Way Engineering Projects (Right-of-Way Identification Maps)

4.1 Right-of-Way Mapping Not Included

4.2 Parcels

4.2.1 Review of Title Work

The Consultant shall obtain and review Ownership and Encumbrance Reports in support of property and right-of-way surveys for each parcel anticipated to be conveyed to Orange County as a road right-of-way parcel or stormwater management parcel and shall show all known encumbrances on the Legal Descriptions and Parcel Sketches.

4.2.2 Legal Descriptions and Parcel Sketches

The Consultant shall prepare for each right-of-way parcel and stormwater management parcel to be conveyed to Orange County via warranty deed a Legal Description and Sketch in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes. Such legal descriptions and sketches shall be appropriately tied to existing physical monuments and section corners. Closure reports shall be provided for all legal descriptions.

4.2.3 Parcel Staking for Appraisal Not included

4.3 Topographic Maps

The Consultant shall utilize the latest publically available Orange County aerial topographic and/or LiDAR surveys, or best available topographic surveys where available, to prepare the required topographic maps, 1" = 100' scale. In addition, the Consultant shall provide elevations along the centerline of the recommended alignment (approximately every 100 feet) to confirm the base topography. The Consultant shall utilize the topographic survey and centerline elevations to evaluate the horizontal alignment of the recommended improvement concept such that it may be developed to its recommended configuration with due consideration to applicable engineering criteria.

4.4 Minimization of Compensable Impacts Not included

4.5 Changes to Documents during Right-of-Way Acquisition Not included

4.6 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Legal Descriptions and Sketches
- Topographic Maps
- Orange County Field & Computation Books
- Raw Field Data

4.7 Pay Items
Not included

5.0 Corridor Analysis Documentation
Consultant shall prepare a Characteristics of the Study Area report which provides a summary of the data collected for each item in Section 3.0.

5.1 Deliverables
Characteristics of the Study Areas report

5.2 Pay Items
Not included

6.0 Improvement Development
The Consultant shall perform the following tasks to develop and analyze the recommended improvement concept. The Consultant shall document in the **Sunbridge Parkway Preliminary Design Study** the design criteria utilized in the analysis process for roadway and drainage improvement concepts.

6.1 Typical Sections
Based on the **Design Traffic Engineering Report**, drainage considerations and other available information, the Consultant shall consider alternative typical sections and shall evaluate these alternatives using criteria that shall include but not be limited to access management, right-of-way requirements, offsite and bypass drainage systems and traffic volumes. The analysis shall be documented in the **Sunbridge Parkway Preliminary Design Study** and submitted to the County with a recommendation of viable typical sections.

6.2 Access Management Determination
The Consultant shall determine the proper access classification and standard to be applied to the project and coordinated with the County's access management regulations.

6.3 Develop Alignment Improvement Concept
The Consultant shall develop a recommended improvement concept based on review and analysis of collected data related to the project.

6.4 Analyze Improvement Concept
The Consultant shall analyze the benefits and impacts associated with the recommended improvement concept. The results of the analysis of the

recommended improvement concept shall be documented in the Preliminary Design Study Report and shall include:

- Compensable Impacts Analysis
Not included
- Cost Analysis
The Consultant shall develop engineering design and construction cost estimates for the recommended improvement concept. The Consultant shall provide the County with a Right-of-Way Impacts Estimation Package. Right-of-way cost estimates shall be provided by the County and shall include property values and damages. The cost estimates provided by the County shall be based on the information in the Right-of-Way Impacts Estimation Package.
- Conceptual Drainage Analysis
The Consultant shall perform a preliminary drainage analysis of the recommended improvement concept to determine the potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. This analysis shall also address off-site and bypass systems within the corridor including the sizing of closed systems. Pond locations shall be evaluated for each basin for the recommended improvement concept. Pond site evaluations shall require coordination with the property owner to determine the owner's preferred location within the property. The evaluation shall also consider permitability, avoidance of wetland and floodplain impacts, outfall availability, hydraulics and County standards with regards to the pond slopes and configuration. The findings shall be documented in a Pond Siting Report that shall be appended to the ***Preliminary Design Study Report***.
- Community (social-economic) Impact Analysis
Not included
- Computer Enhanced Photographs
Not included
- Wetland Impacts
The Consultant shall estimate the acres of wetlands impacted by the recommended alignment and identify potential mitigation strategies, including costs.
- Flood Plain Impacts
The Consultant shall estimate the extent of flood plain encroachment for the recommended improvement concept and identify potential floodplain compensation alternatives and costs.

- **Critical and Strategic Habitat Impact**
The Consultant shall evaluate potential impacts to any identified critical and strategic habitat area resulting from the recommended improvement concept. This includes a Conceptual Mitigation Plan, if applicable.
- **Wildlife Corridor Impact**
The Consultant shall evaluate potential impacts to any identified wildlife corridors resulting from the recommended improvement concept. This includes recommendations for wildlife crossings, if applicable.
- **Threatened & Endangered Species Impacts**
The Consultant shall quantify/qualify the potential impacts to threatened and endangered species and habitats associated with the recommended alignment and shall identify potential mitigation strategies and costs. The Consultant shall coordinate with regulatory agencies to identify permitability of impacts of the recommended alignment to Threatened and Endangered Species.
- **Archaeological and Historic Feature Impacts**
The Consultant shall evaluate potential impacts to any identified archaeological or historical features resulting from the recommended improvement concept. This includes a Conceptual Management Plan, if applicable.
- **Contaminated Sites Impacted**
The Consultant shall identify the location and known extent of potential contaminated sites for the recommended improvement and shall recommend whether a Phase II Environmental Site Assessment is necessary to determine whether modifications are warranted.
- **Geotechnical Analysis**
The Consultant shall evaluate the suitability of the soil underlying the recommended alignment for roadway and pond construction.

6.5 Alternatives Comparison Matrix
Not included

6.6 Deliverables
Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Typical Sections
- Access Management Map
- Alignment Map
- Cost Analysis of Recommended Improvement Concept
- Conceptual Drainage Analysis and Pond Siting Report
- Wetlands Impact Analysis
- Floodplain Impact Analysis

- Critical and Strategic Habitat Impact Analysis
- Wildlife Corridor Impact Analysis
- Threatened and Endangered Species Impact of Analysis
- Archaeological and Historical Feature Impact Analysis
- Contaminated Site Impact Analysis
- Geotech Impact Analysis

6.7 Pay Items
Not included

7.0 Recommended Improvement Concept Evaluation

The Consultant shall refine the final recommended improvement concept to finalize the major elements of the project. These refinements shall include estimating the final recommended right-of-way limits, pond locations, cost and other major features needed to advance the project to the subsequent design phase. Impacts that are not quantifiable shall be documented in the ***Preliminary Design Study Report***.

7.1 Preliminary Design Study Report

One primary document entitled the ***Sunbridge Parkway Preliminary Design Study Report*** shall be prepared. This document shall record all public involvement activities analysis efforts, and the final recommendation. A report outline shall be submitted to the County for review and approval prior to initiating documentation. It shall contain summaries and recommendations pertaining to the recommended improvement concept and potential impacts associated with it. The Consultant shall prepare the draft ***Preliminary Design Study Report*** documenting all activities leading to and including all comments received from the public to that point, and the selection of the recommended improvement concept. The Consultant shall finalize the ***Preliminary Design Study Report***.

The ***Preliminary Design Study Report*** shall, at a minimum, contain the following information in the body of the report (including maps as appropriate):

- Public Involvement – Provided by Orange County
- Existing Conditions
- Conformance with Transportation and Long Range Plans
- Geotechnical Considerations
- Environmental Site Assessment Issues
- Hydrologic and Natural Features
- Threatened and Endangered Species
- Recommended Improvement Concept Narrative
- Recommended Improvement Concept Map

In addition, the ***Preliminary Design Study Report*** shall include the following as appendices or as separate volumes of the report:

- Geotechnical Report
- Environmental Site Assessment Report
- Pond Siting Report

7.2 Cost Estimates and Final Design Schedule
Not included

7.3 Final Recommended Improvement Concept Map
The Consultant shall prepare a Recommended Improvement Concept Map that shall graphically depict the location of the roadway alignment and the proposed improvements prior to the Recommended Concept Public Meeting. The map shall be prepared in a strip-map format at a scale of 1" = 50'. The Recommended Improvement Concept Map shall show the location of median openings (identified as to full or directional), lane configurations, pedestrian/bicycle facilities, potential pond/mitigation/flood plain compensation sites, utility strips, privacy walls and any other project elements identified for inclusion in the final design of the roadway. If deviations from the proposed typical sections are proposed in specific areas (such as reductions in lane widths, modification to border areas, etc.), they shall be clearly identified on the Recommended Improvement Concept Map

The Consultant shall submit a Final Recommended Improvement Concept Map with the Final ***Preliminary Design Study Report***.

The draft and final submittals of the ***Preliminary Design Study Report*** with Executive Summary shall include final Recommended Improvement Concept Maps formatted onto 11-inch X 17-inch sheets at a scale of 1" = 100'.

7.4 Deliverables
Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Draft, updated draft, and final Preliminary Design Study Report (including 11" X 17" maps)
- Recommended Improvement Concept Map, drafts and final

TABLE OF DELIVERABLES

- Preliminary Design Study Report 4 Copies/1 Disc
- Final Report 4 Copies/1 Disc

7.5 Pay Items
Not included

Exhibit D

Excess Capacity Calculation

(1 page)

Exhibit D - Excess Capacity Calculation

Segment	Adopted LOS	GSV	PHPD Trips			Sunbridge Capacity Consumed	Excess Capacity Available to County
			Project	Non- Project	Total		
						%	%
Segment 1	E	1,785	1,312	745	2,057	73.5%	26.5%
Segment 2	E	924	914	749	1,663	98.9%	1.1%
Segment 3a	E	924	1,153	1,118	2,271	124.8%	-24.8%
Segment 3b	E	1,640	1,153	1,118	2,271	70.3%	29.7%
Segment 4	E	1,640	1,153	1,118	2,271	70.3%	29.7%

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Exhibit E
Sunbridge Parkway Segments Map
(1 page)

Exhibit E

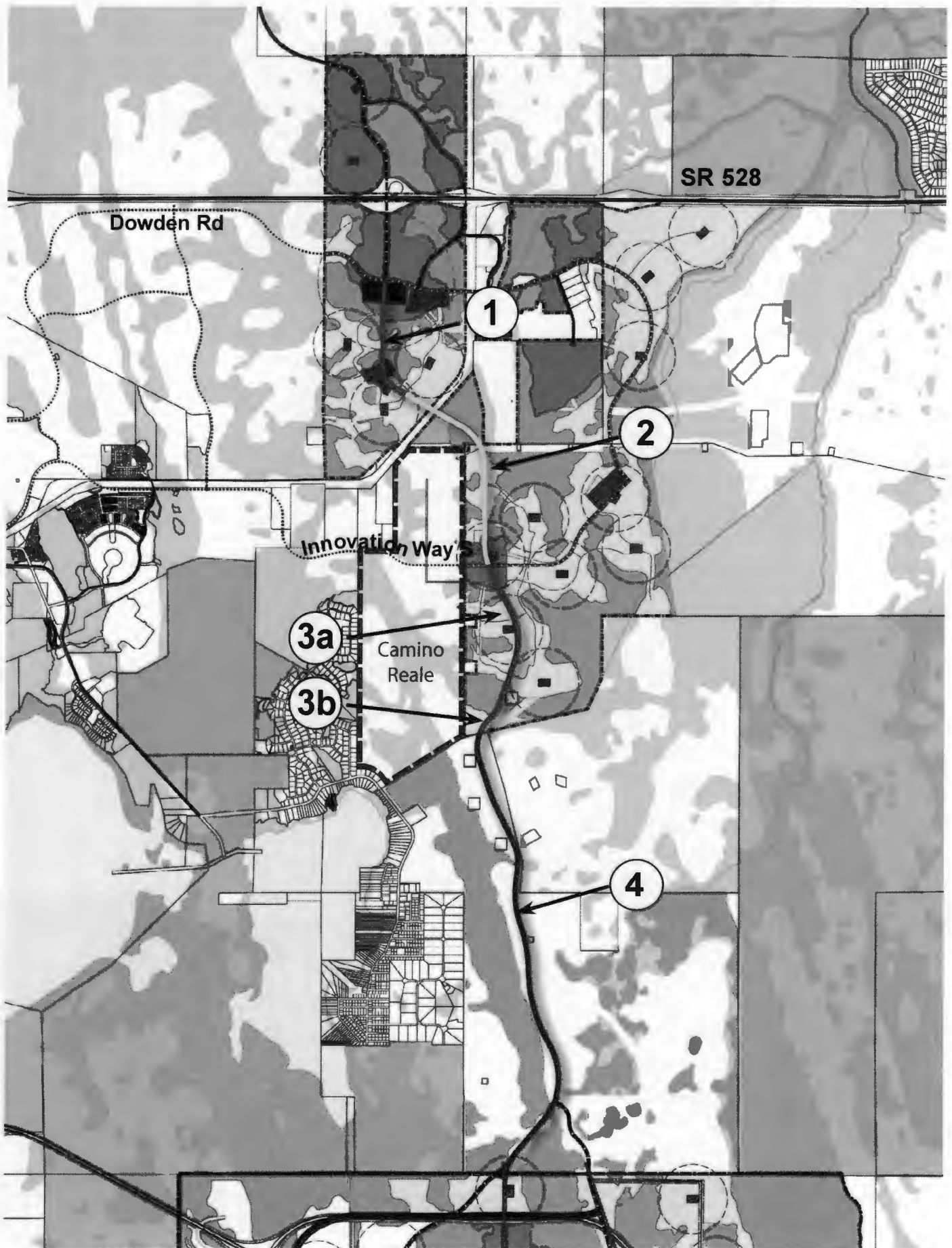


Exhibit F
Four Lane Design Excess Capacity
(1 page)

Exhibit F - Four-Lane Design Excess Capacity

Segment	Length (Feet)	Adopted LOS	GSV	PHPD Trips			Sunbridge Capacity Consumed	Excess Capacity Available to County
				Project	Non- Project	Total		
Segment 2	8,215	E	1,785	914	749	1,663	51.2%	48.8%
Segment 3a	4,954	E	1,785	1,153	1,118	2,271	64.6%	35.4%
Aggregate Total	13,169						56.2%	43.8%

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Exhibit G
DEP Work Scope of Services
(43 pages)

Exhibit G
Project Name
(Project Limits)
(Approximate Length)

Final Engineering Design
Scope of Services

The Consultant shall provide final engineering design and construction plan preparation for the above referenced project. The Consultant shall perform those engineering services required to prepare a complete set of contract documents (plans and specifications) as described elsewhere herein.

The Consultant shall use the design concepts provided in the _____ *Preliminary Design Study* as approved by the Board of County Commissioners. The Consultant shall perform the required engineering services utilizing all the applicable materials and data collected and provided in the _____ Preliminary Design Study process.

The Consultant's Engineer-of-Record shall sign and seal a certification on the plans stating that the design has been prepared in accordance with the State of Florida Manual of Uniform Standards for Design, Construction, and Maintenance for Streets and Highways. Plans shall be accurate, legible and completed in accordance with the Florida Department of Transportation (FDOT) Roadway Plans Preparation Manual and the Florida Department of Transportation Roadway and Traffic Design Standards latest English Units edition, in effect at the time of the Notice to Proceed, as modified herein. The Consultant shall utilize his/her best engineering judgment, practices and principles in performing the work.

The Consultant is to prepare plans for the construction of _____ lanes for _____ from _____ to _____. Special treatment and/or additional lanes at major intersections, and widening of crossroads up to 600 feet in each direction shall be provided as identified in the _____ *Preliminary Design Study*. The Consultant shall also be responsible for proper tie in of all crossroads to the existing condition with respect to grading and drainage.

The lump sum fee and man-hour requirements shall be presented utilizing forms in Exhibit B. A general Project Schedule shall be attached to the fee proposal as Exhibit C.

The tasks included in this Scope of Services can be generally grouped into the following nine primary categories:

1. Administration
2. Public Information
3. Design and Plans Preparation
4. Permitting
5. Right-of-Way Engineering

6. Design Surveys
7. Geotechnical Services
8. Railroad Coordination
9. Post Design Services

This Scope of Services addresses each task within these elements and serves to further define specific requirements. The Consultant shall submit all required deliverables and provide specific services (with the exception of Post Design Services) within ____ days (inclusive of four-week review periods by County for review of progress submittals) upon written authorization from the COUNTY.

1.0 Administration

1.1 Notice to Proceed Meeting

The Consultant will prepare for and attend a Notice to Proceed Meeting with the Orange County Project Manager and staff. At this meeting, Orange County staff and key members of the Consulting team shall set the final parameters for the project and formally initiate final design.

1.2 Project Meetings

The appropriate members of the Consulting team shall attend periodic meetings (up to ____ (____)) with the Orange County Project Manager and staff to discuss project progress and status, technical issues, and upcoming events and activities. The purpose of these meetings is to maintain clear communication between the County and the Project Team. The Consultant shall prepare and distribute meeting minutes following each of these meetings.

1.3 Project Management and Supervisions

Project Management and Supervision shall be included as a percentage of manhours for each primary categories listed above except for Administration and Post Design Services

1.4 Final Design Project Schedule

The Consultant shall prepare and submit a detailed project schedule prior to the Notice to Proceed Meeting for completion of final design and plans preparation identifying major tasks, their duration and tasks relationships. All deliverables shall be identified as milestones on the schedule. This schedule will utilize the Orange County Standard Roadway Project Schedule format on MS Project. The Consultant shall submit an updated design project schedule as directed by the Orange County Project Manager.

1.5 Cost Estimates and Construction Schedule

The Consultant shall prepare and submit a detailed engineer's cost estimate for construction of the project at each 60%, 90%, and final submittal. The Consultant shall also provide an estimate of construction time at the 90% and final submittals.

Note: If no bid is within +/- 10 % of the Engineer's estimate, the Consultant will prepare a revised estimate, re-evaluate the construction plans, evaluate the bids and submit

a report that summarizes this information. This report will include recommendations for revisions to the construction documents, if needed. This report shall be prepared at no cost to the County.

1.6 Utility Coordination

The Consultant shall coordinate with all utility providers within the project limits by furnishing plans at the 30%, 60%, 90%, 100% and final review stages to the utilities for review, confirmation of utility location and relocation purposes. The development of the roadway plans shall incorporate and consider the input provided by each utility. The Consultant shall coordinate with all utilities to ensure that the final design considers all existing and proposed utilities. As part of each progress submittal Consultant shall provide a list of all utilities that have been provided copies of the construction plans, and the dates the plans were delivered to each Utility. Consultant shall also provide a summary of the response received from each Utility.

The Consultant shall conduct timely on-going utility coordination efforts to ensure timely receipt of design information from the various utilities. The Consultant shall hold utility coordination meetings at Orange County Public Works at 60%, 90% and at 100% plans as necessary, and shall furnish the most recent project schedule to the utility companies. The Consultant shall prepare and distribute the meeting minutes following each of these meetings.

The Consultant shall prepare a utilities conflict matrix and resolve all utility conflicts prior to submitting final plans. No utilities shall be in conflict with any proposed roadway improvements.

The consultant shall be responsible to coordinate with utility companies to identify any unrecorded or prescriptive easements. Said information shall be communicated to Orange County appraisal/right-of-way acquisition staff.

1.7 Progress Review Meetings

The Consultant shall conduct a progress review meeting at the request of Orange County at the 30%, 60%, 90%, and bid package review stages with Orange County. The purpose of the meetings will be for the Consultant and County's staff to discuss the project design issues such as constructability, utility coordination, right-of-way requirements, and any other applicable issues.

1.8 Coordination with project stakeholders

The Consultant shall coordinate the 30%, 60%, 90%, and 100% plans review submittals and obtain comments directly from the following Orange County Divisions: Engineering, Traffic Engineering, Roads and Drainage, Highway Construction, Stormwater, and any other required coordination with any other Department and/or Division of Orange County. Also, any required coordination related to the design with any other city or county should be handled by the Consultant.

1.9 Quality Assurance/Quality Control

The Consultant shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products. These reviews shall be performed for all work products prior to their being submitted to the County for review or use. Work effort for QA/QC reviews shall be addressed as part of the work effort for each Pay Item as identified elsewhere herein.

1.10 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Final design project Schedule
- Construction Time Estimate
- Cost Estimate
- Utility Conflict Matrix

1.11 Pay Item

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary:

- Administration

2.0 Public Information

The purpose of the public information element is to keep the community advised of the project status. Therefore, the Consultant will conduct the following public information activities throughout the project.

2.1 Small Group Meetings

The Consultant shall be available to conduct up to _____ () meetings with organizations interested in the final design. These meetings/presentations may be made to informal homeowners groups, formal homeowner associations or other formal organizations. The Consultant will be responsible for all presentation and handout materials, as identified in the Table of Deliverables.

2.2 Newsletters

The Consultant shall prepare and distribute project newsletters at the following three (3) milestones during the design:

1. Within two weeks of the Notice to Proceed
2. At the start of the right-of-way acquisition process
3. When the project is advertised for bids

The newsletters shall be printed in color on 8 ½ inch X 11 inch sheets in a format acceptable to the County. Sufficient copies of each edition shall be printed by the Consultant to provide 110% of the addressees on the mailing list at each mailing. The newsletters will be sent to each entry included in the data base mailing list. Newsletters shall be mailed as First Class mail. Those newsletters not mailed will be distributed as needed through small

group meetings and workshops. The Project Manager, the Chief Engineer of the Engineering Design Section and the Manager of the Transportation Planning Division must approve all final newsletter proofs prior to final printing.

2.3 Web Page Update / Maintenance

The Consultant shall provide updated information for the Orange County website during the design phase of the project. The information shall be provided to Orange County within three (3) weeks of the Notice to Proceed being issued to the Consultant, and shall be installed on the Orange County web page by Orange County staff. The information shall be in Microsoft word or PDF format. The information shall be consistent with the county template.

The Consultant shall provide updated information as necessary throughout the design process, but at a minimum concurrently with the issuance of project newsletters. The web site file shall also be updated to reflect the results of the bid process and at the issuance of the Notice to Proceed to the Contractor.

2.4 Mailing List

The County shall provide the Consultant with the final mailing list that was used for the _____ Preliminary Design Study, and with a current list of property owners and their addresses. The list shall contain all homeowners/property owners located within the study corridor as determined by the County. The Consultant shall review the two lists and shall combine them to create the initial mailing list for the final design process. The County shall provide the Consultant with an updated list of homeowners/property owners prior to the mailing of each newsletter. The Consultant shall update the mailing list with the information provided by the County prior to mailing the newsletters. The Consultant shall also expand the initial mailing list throughout the duration of the project to include any person or institution expressing an interest in the project, potential permitting or review agencies, elected and appointed officials in the area, community leaders, and media representatives.

2.5 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Small group meeting presentations materials and handouts
- Newsletters
- Initial web site information and periodic updates

2.6 Pay Item

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary:

- Public Involvement

3.0 Design and Plans Preparation

The Consultant shall prepare the Final Roadway Plans Package. This work effort includes the roadway design needed to provide complete construction plans and specifications for the project with sufficient information to allow for constructing, permitting and right-of-way acquisitions. These plans are for the use of the Contractor to bid and build the project and for Orange County to ensure the project is built as designed and to specifications. The Consultant shall provide 30%, 60%, 90% and 100% progress review submittals, in both full size (22 inches x 34 inches) and half size (11 inches x 17 inches) formats. All text shall be clear and legible on both the full size and half size plans. Full size and half size plans shall identify the scale of the drawing in both numerical and graphic formats. All references to scale hereafter refer to the scale on the full size (22 inches x 34 inches) format. Each submittal shall contain the information items listed in the appropriate Orange County Progress Review Submittal checklist. A copy of the appropriate checklist shall accompany each submittal with a certification signed by the Consultant's Project Manager certifying that the submittal completely addresses the required items as listed on the check list. Each review submittal shall include documentation of the internal Quality Assurance and Quality Control review conducted by the Consultant. The Consultant shall complete designs required for all aspects of the project as specifically described herein.

Final bid documents shall be submitted in both hard copy, as specified elsewhere herein, and electronic format in accordance with the standards established by the Orange County Purchasing and Contracts Division.

3.1 Roadway Design

The Consultant shall complete all design analysis, studies, and geotechnical investigations as required to complete the roadway design of the project. This effort shall include, but not be limited to the following areas.

3.1.1 Design Analysis

The Consultant shall design the geometrics for the project using the design standards that are most appropriate, with the proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, access management, to be consistent with the alignment and typical sections, the type of construction and other design parameters identified and described in the _____ Preliminary Design Study (PDS). The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, cross slopes, borders, side slopes and ditches, lane transitions, superelevation, features of intersections and interchanges, and limited access points. The geometric design developed by the Consultant shall be the engineering solution to a given problem and not merely an adherence to minimum County, ASHTO and/or FDOT standards.

Changes to the alignment as shown on the _____ PDS shall be limited to that necessary to address project requirements not previously identified and must be approved by the County.

The Consultant shall prepare a Typical Section Package that shall include information sufficient for the County to approve overall elements of the roadway improvements related to the typical section. Significant variations along a corridor, or multiple affected roadways, may require multiple typical sections. Information to be included in the typical section package shall include the following elements with dimensions as appropriate: lanes, medians, profile grade point(s), cross-slopes (all elements as appropriate), curb type, shoulders, sidewalk placement relative to curb (or edge of pavement), centerline of construction, right of way, easements, clearing and grubbing limits, and side slopes or retaining walls as appropriate. Other elements to be provided in the package include: type of (but not necessarily thickness of) subgrade stabilization, base course, structural course and friction course (for concrete pavement the concrete is shown in lieu of the latter two items); design speed, recommended posted speed, and traffic volumes (opening and design year).

The Consultant shall review the typical sections presented in the _____ Preliminary Design Study and inform the County of any concerns they may have regarding these sections. The Consultant shall then prepare a Typical Section Package addressing the proposed section(s) for the mainline (including bridges if applicable) as well as all side streets. The Consultant shall also prepare a Roadway Design Criteria Package utilizing the basic design parameters recommended in the PDS Report. This criteria package shall address such items as Roadway Classification, Design Vehicle, Design Year, Design Speed, Horizontal Alignment, Vertical Alignment, Cross Section elements, MOT concept etc. The Typical Section and Roadway Design Packages shall be submitted to the County for review and approval prior to commencing any work for the 30% design and plans packages.

The Consultant shall prepare a Pavement Design Package in accordance with FDOT's Flexible Pavement Design Manual. The Consultant shall determine the twenty-year Equivalent Single-Axle Loads based on traffic counts and projections, including truck traffic. The Consultant shall review the traffic data provided by the Preliminary Design Study and shall obtain additional data as necessary to support the pavement design. The Consultant shall also determine the pavement structural number necessary to withstand the projected traffic loads. The pavement design shall include calculation of the thickness of each layer of the pavement structure based on the appropriate layer structural coefficients. The Consultant shall utilize Superpave (SP) Asphalt Concrete or Type S Asphalt Concrete as directed by the County. For designs using Superpave Asphalt Concrete, Consultant shall determine the type of asphalt binder, traffic level, and nominal maximum aggregate size for each pavement layer, and shall show this information on the typical sections. All Superpave Asphalt designs shall specify that fine graded mixes shall be used. Soils and traffic loading data used as input for the design shall be included in the package. The Pavement Design Package shall be submitted to the County for review and approval with the 30% Plans Package.

3.1.2 Roadway Design Documentation and Computation Book

The Consultant shall submit all design notes; design calculations and computations in book form to document the decisions and conclusions reached during the development of the construction plans. The Consultant shall also submit a quantity computation book that provides a breakdown of the quantity calculations and pay items necessary to construct the project.

3.2 Drainage Design

The Consultant shall finalize the design of the drainage and stormwater management systems. The _____ PDS has identified _____ recommended potential stormwater management ponds for the roadway. The Consultant shall verify the number and location of pond sites needed to appropriately meet the needs of the project.

3.2.1 Drainage Analysis

The Consultant shall finalize the drainage design for the project including underdrain as necessary using the design standards that are applicable for the appropriate water management district and County standards. The final stormwater management system shall be consistent with the concepts identified and described in the _____ PDS, unless otherwise approved by the County. The final drainage design shall consider and address property impacts in accordance with section 5.4 of this scope of work.

3.2.2 Design Documentation and Drainage Calculations

The Consultant shall submit a Drainage Design Documentation Report containing all design notes and computations to document the decisions and conclusions reached during the development of the stormwater management systems including geotechnical investigations and reports. The Consultant shall also submit signed and sealed drainage calculations for the project.

3.2.3 Bridge Hydraulics Report (BHR)

The Consultant shall prepare a Bridge Hydraulics Report (BHR) for all bridges crossing over a water body including bridge and box culvert widening and replacement. This report shall address hydrology, Hydraulics, deck drainage and scour. The outcome of the scour analysis shall be reflected in the Bridge Hydraulics Recommendation Sheet discussed in detail under section 3.4.27.3 of this scope.

3.3 Structural Design

3.3.1 Bridge Concept Report (BCR)

The Consultant shall review the recommendations in the PDS Report, and prepare and evaluate design alternatives for all bridge structures. The Consultant shall provide the County with acceptable justification for Consultant's selection of superstructure, substructure and retaining wall types from the list below. Selection of viable alternatives shall be site specific and agreed upon by the County. Consultant shall coordinate with all utilities to ensure alternatives accommodate all affected existing and proposed utilities.

3.3.1.1 Superstructure Alternatives

The Consultant shall evaluate at a minimum two separate superstructure types for possible development during final design. Whenever span configurations allow, a concrete and a steel alternative shall be evaluated. Each superstructure type shall be developed to the point of beam size selection and spacing to allow for a constructability and cost analysis to be performed.

3.3.1.2 Static System Alternatives

The Consultant shall evaluate multiple span arrangements and configurations to determine feasibility of each system with regards to substructure requirements and placement, superstructure depths and profile requirements, and possible right of way and traffic impacts.

3.3.1.3 Substructure Foundation Alternatives

The Consultant shall evaluate at a minimum two separate substructure types for possible development during final design. Whenever soil conditions allow, a shallow and a deep alternative shall be evaluated. Each substructure type shall be developed to the point of pile and/or footing size selection and spacing to allow for constructability and cost analysis to be performed.

3.3.1.4 Retaining Wall Alternatives

The Consultant shall evaluate the potential utilization of conventional (non-proprietary) walls and proprietary wall systems. Cost analysis and recommended foundation designs for the evaluated systems shall be prepared and submitted to the County for review and selection of the wall system(s) to be implemented in the final design.

3.3.2 Bridge Design

3.3.2.1 Bridge Geometrics

Bridge geometrics shall be developed in accordance with the roadway design

3.3.2.2 Structure Design Analysis

The bridge design shall include all components of the structure as well as the approach slabs and erosion protection for bridge approaches and embankments. The Consultant shall submit to the County all reports and design calculations prepared during the development of the plans. The design calculations submitted shall adequately address the complete design of all bridge components and retaining walls. These calculations shall be neatly and logically presented on 8-1/2" X 11" paper (where possible) and shall be signed and sealed by a Florida registered professional engineer. A cover sheet indexing the contents of the calculations shall be included and

the engineer shall sign and seal that sheet. These structure design calculations shall include, but not be limited to the following:

Superstructure design, pile capacity computations (vertical and horizontal), end bent design, intermediate bent design, pier design, pre-stressed concrete beam design, steel beam design, geometric data, quantities and tabulation, cost estimates and quantity computation book backup.

3.3.2.3 Load Rating

The Consultant shall complete a bridge load rating for inventory and operating conditions for design and Florida Legal Load configurations.

3.3.2.4 Bridge Number Identification

The Consultant shall complete a Bridge Number Request form and submit it to the FDOT District 5 Structures and Facilities Engineer for processing. The resulting Bridge Identification Number(s) shall be included in the Structures Plan package.

3.3.3 Retaining Wall Design

The Consultant shall provide all necessary design effort required to produce a complete set of construction documents for a conventional retaining wall system. The Consultant shall also determine appropriate Proprietary Wall types from the FDOT proprietary wall standards to the extent necessary to finalize the wall plans as described herein for proprietary wall systems. Retaining walls are anticipated at the following locations:

At the County's option, the Consultant shall obtain project specific retaining wall drawings from proprietary wall companies and incorporate these drawings into the contract document.

[Add locations here]

3.3.4 Critical Temporary Retaining Wall Design

A critical temporary retaining wall is defined as a wall required during the construction stage only to protect existing facilities during excavation operations, when other construction methods such as benching or sloping are not practical. These walls may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging, or other similar systems are commonly used. In such cases, the Consultant is responsible for designing and detailing the wall in the set of contract plans.

Critical temporary retaining walls are anticipated to be required at the following locations:

[Add locations here]

3.3.5 Miscellaneous Highway Related Structures

The Consultant shall design miscellaneous Highway Related Structures. This work effort includes the design analysis and associated plan preparation needed to prepare a complete set of contract plans and other necessary documents pursuant to the County criteria and the FDOT Plans Preparation Manuals.

- 3.3.5.1 Box Culverts – The Consultant shall provide the structural design for all box culverts (new and/or existing). Existing box culverts that are hydraulically adequate shall be structurally evaluated to determine whether it is appropriate to extend or replace the structure. Applicable FDOT Box Culvert standards shall be evaluated and incorporated to the extent possible.

Box culverts are anticipated at the following locations:

[Add locations here]

- 3.3.5.2 Overhead Sign Structures – The Consultant shall provide the design of sign structures for overhead cantilever and overhead truss sign assemblies and the associated foundation design. Applicable FDOT Overhead Sign Structure standards shall be evaluated and incorporated to the extent possible.

Overhead Sign Structures are anticipated at the following locations:

[Add locations here]

- 3.3.5.3 Traffic Mast Arms/Mono Tubes/Trusses – The Consultant shall provide the design of traffic mast arms/mono tube/trusses and the associated foundation design for signalized intersections. Applicable FDOT Standard pole and arm configurations shall be evaluated and incorporated to the extent possible.

Mast Arms/Mono Tube/ Trusses are anticipated at the following locations:

[Add locations here]

3.4 Roadway Construction Plans

The Consultant shall prepare final construction plan sheets, notes and details to include, all sheets necessary to convey the intent and scope of the project for the purposes of construction. The plan sheets shall be assembled in the following order:

1. Cover Sheet
2. General Notes

3. Standard Drawings and Details
4. Summary of Pay Items
5. Drainage Map
6. Typical Sections
7. Summary of Quantities
8. Summary of Drainage Structures
9. Survey Control Sheets
10. Plan and Profile Sheets
11. Intersection Details
12. Drainage Structure Cross Section
13. Box Culvert Plans
14. Pond Details and Cross Sections
15. Flood Plain Compensation Area Details
16. Environmental Considerations Plans/Mitigation Plans
17. Geotechnical Soil Survey
18. Cross Sections
19. Erosion Control Plans
20. Miscellaneous Details
21. Screen Wall Plans
22. Maintenance of Traffic Plans
23. Utility Adjustment Plans
24. Signing and Pavement Marking Plans
25. Signalization Plans
26. Landscape Plans
27. Structure Plans

3.4.1 Cover Sheet

The County will provide a standard County cover sheet in AutoCAD format to the Consultant. The Consultant shall complete the cover sheet with the information applicable to the project.

3.4.2 General Notes

The County shall provide a standard general notes sheet in AutoCAD format to the Consultant. The Consultant shall review and modify the general notes as required for this project.

3.4.3 Standard Drawings and Details

The Consultant shall include standard drawings and details as required for this project, including:

1. Supplementary details shall be provided for superelevation transitions. Profiles shall be shown for the profile grade line and the outside edge of each driving lane. Elevations shall be shown at 25 foot intervals, at grade breaks for the profile grade line, each lane profile on the graphical profile and on a superelevation table.
2. Details for all non-standard structures not covered elsewhere.

3. Standard details provided by Orange County, e.g., driveways, man hole rim and cover, etc.

3.4.4 Summary of Pay Items

The Consultant shall include all pay items and quantities that are required for this project. Pay items shall be based on FDOT pay items, but may be amended by the County. The necessary pay items and quantities shall be shown on the summary of pay items sheet. The summary of pay items with quantities shall be submitted no later than the 60% plans

3.4.5 Drainage Map

Drainage maps shall be developed at 1" = _____ (200)' scale on current black and white aerial photography provided by the Consultant for the entire length of the project. Ponds should be shown in their entirety.

3.4.6 Typical Sections

Upon approval of the Typical Section Package, the Consultant shall prepare the typical section sheets including the mainline, bridges (if applicable) and side streets with all applicable details added to the sections. These sheets shall also include other miscellaneous details necessary to construct the project. The details shall include but are not limited to milling and resurfacing, non-standard superelevation transitions, etc.

3.4.7 Summary of Quantities

The Consultant shall prepare a summary of quantities sheet in accordance with FDOT Basis of Estimates Manual showing individual summaries including but not limited to guardrail, fence, turnouts, sodding, ditch pavement, side drains, underdrains, and earthwork.

3.4.8 Summary of Drainage Structures

The Consultant shall prepare a table listing all proposed or modified drainage structures on the project. The structures shall be listed by structure number in numerical order. Cross drains and storm sewer structures shall be tabulated by structure number, providing the station, side (left/right), size, type, length and incidental quantities appropriate for the pipe material contained in the plans.

3.4.9 Survey Control Sheets

See Section 6.3.

3.4.10 Plan and Profile Sheets

The plan and profile sheets shall be developed for (street names) _____, _____, _____, and _____, and conform to the following requirements:

1. Plan and profile sheets shall be prepared at a scale of 1"=20' horizontal and 1"=2' vertical, and oriented such that north is shown to the top or right side of each sheet.
2. All stationing shall be positive and shall proceed from south to north or from west to east.
3. Existing features including existing utilities shall be shown with dashed lines and proposed or design features shall be shown with solid lines. Vertical utility locations verified in the field shall be shown on the profile.
4. Locations, dimensions and types of existing and proposed driveways shall be shown.
5. The plans shall show the names of all intersecting streets and shall identify the station and angle of the intersection of the centerlines.
6. Each plan and profile sheet shall show two readily accessible benchmarks to establish vertical control.
7. Horizontal control points shall be shown at all Points of Curvature, Points of Tangency, and Points of Intersection. Horizontal control points shall also be shown for Points on Curve or Points on Line such that the maximum spacing between control points is 600 feet or less.
8. All property lines and improvements located within 25 feet of the right-of-way or limits of construction, whichever extent is greater, shall be shown on the plan view.
9. Existing and proposed elevations shall be shown on the profile at even hundred foot stations and at all Points of Vertical Intersection on the Profile Grade Line. Proposed elevations shall be shown at 25-foot intervals along vertical curves and at Points of Vertical Curvature and Points of Vertical Tangency.
10. The following information shall be given for each horizontal curve on the centerline of construction and the center line of right-of-way:
 1. Curve Number
 2. P.I. Station
 3. Delta in degrees, minutes and seconds
 4. Degree of Curve
 5. Tangent length
 6. Arc length
 7. Radius
 8. P.C. Station
 9. P.T. Station
 10. Superelevation rate
11. Percent of slope for profile grade lines, ditch flow lines, and all drainage pipes where not shown on the drainage details.
12. Plan and profile sheets shall be provided for all side street improvements extending more than 50 feet from the right-of-way of the main project alignment.

13. Plan and profile sheets shall be provided for all drainage outfalls extending more than 50 feet from the right-of-way of the main project alignment.
14. No separate profile sheets will be allowed unless approved by the County.
15. Driveway horizontal geometry shall conform to County standards. Profiles shall be shown for all driveways.
16. Submittal of 60% construction plans and 90% right-of-way maps shall only show the centerline of construction. Baseline of survey shall not be shown. All locations and offsets shall be based on centerline of construction.

3.4.11 Intersection Details

The Consultant shall prepare intersection detail sheets for the intersections of (street names) _____ and _____, _____. Intersection sheets shall show all necessary details and geometric controls/access management features, including, turn lanes, special drainage and grading. Intersection details shall be drawn at a scale of 1" = 10'. Spot elevations shall be shown along pavement lane lines and curb returns at 10 foot intervals and at all grade breaks. Profiles for all radius returns shall be included with the detail of each intersection.

3.4.12 Drainage Structure Cross Sections

The Consultant shall prepare drainage structure cross sections for all pipes crossing under the roadway. Drainage structure sheets shall show the drainage structures, location, offsets not covered by template/standard index sheets, cross section, flow line elevations of all weirs or slots, top of grates, culverts and top of manhole elevations, pipe slopes, and similar data.

3.4.13 Box Culverts (If Required)

Details shall be provided for box culverts showing all dimensions, critical elevations and all reinforcing steel. Major box culverts may be included in the bridge plans portion of the construction plans.

3.4.14 Pond Details and Cross Sections

Pond detail sheets shall be provided showing a plan view of each pond at a scale acceptable to the County. Typical sections of each pond shall be shown for at least two axes of the pond. Each pond shall have cross sections to accurately depict the pond configuration. Details shall be provided for all control structures. Boring locations shall be shown on the plan view and soil boring logs shall be plotted on the pond cross sections.

3.4.15 Flood Plain Compensation Area Details and Cross Sections

Detail sheets shall be provided showing a plan view of each flood plain compensation area at a scale acceptable to the County. Typical sections of each area shall be shown for at least two axes of the area. Each flood plain compensation

area shall have cross sections to accurately depict the compensation area configuration. Boring locations shall be shown on the plan view and soil boring logs shall be plotted on the cross sections.

3.4.16 Environmental Consideration Plans (Dredge and Fill Sketches)

The consultant shall develop Environmental Consideration Plans, at a scale acceptable to the County, including necessary notes and details, as part of the contract plans necessary to secure applicable permits. The objectives of the plans are to depict wetland and upland buffer locations and impacts. The plans shall provide, at a minimum, wetland and upland buffer locations, impact areas, limits of construction, and limits of the project. The objective of the plans are to provide unencumbered details of wetland and buffer impacts including remaining wetland and upland buffers that would be preserved throughout construction.

3.4.16.1 Mitigation Plans

Once a mitigation plan has been reviewed and approved by the County, the Consultant shall be responsible for coordinating the proposed mitigation plan with the environmental agencies and for preparing the wetland mitigation plan to be included as a part of the Environmental Resource Permit application and to be included in the final construction documents.

Wetland mitigation area detail sheets shall be provided showing a plan view of each mitigation area at a scale acceptable to the County. Typical sections of each mitigation area shall be shown for at least two axes of each mitigation area. Planting zones shall be shown and dimensioned on the plan view with elevations shown on both the plan view and the cross sections. Each wetland mitigation area shall have cross sections to accurately depict the configuration of the mitigation area suitable for construction purposes. Plantings shall be listed in a table giving the common and scientific name of each species, the size of the plantings, and the number of each size of each species to be planted in each zone. Planting details, as necessary, shall also be provided. Soil boring locations shall be plotted on the plan views. Soil boring logs shall be plotted on mitigation area cross-sections or other acceptable location.

3.4.17 Geotechnical Soil Survey

The Consultant shall prepare soil survey sheets, which depicts the various types of soils encountered within the project limits, classification, mechanical properties, and recommended usage of those soils. The soil survey sheets shall include the following information at a minimum:

- Narrative description of each soil type with its engineering characteristics
- Supplemental soils investigations, such as muck probes

3.4.18 Cross Sections

Cross sections sheets shall include the following information at a minimum for roadways, lateral ditches, ponds, flood compensation areas and mitigation areas.

1. Unless otherwise approved by the County, the horizontal scale shall be 1" = 10' and the vertical scale shall be 1" = 5'.
2. The elevation grid shall be labeled on both left and right sides of each section.
3. The station shall be shown to the right each section.
4. Existing ground, structures, drainage conduits and utilities shall be shown as dashed lines and designed or proposed features shall be shown as solid lines.
5. End areas in square feet for earthwork cut and fill shall be shown. End areas for unsuitable materials shall be identified.
6. Existing ground shall be shown at least 25 feet outside the proposed rights-of-way lines, easements or limits of construction, whichever is further.
7. Existing buildings, structures, or drainage facilities shall be shown within the limits of the cross section as described in Item 6 above.
8. Section stationing shall increase from the bottom of the sheet to the top. When more than one row of sections are placed on a sheet, the stationing shall increase from bottom to top and from left to right.
9. The existing ground elevation at the centerline, design profiles and ditches shall be shown on each section.
10. Cross sections shall be shown at intervals not exceeding 50 feet. Additional intermediate cross sections shall be shown as necessary to provide supplementary information at bridges, box culverts, intersections, side streets, railroads, etc. Additional cross sections as negotiated on a project-by-project basis may be necessary to support right-of-way acquisition basis.
11. Cross section sheets shall be provided for all side street improvements extending more than 50 feet from the right-of-way line of the main project alignment.
12. Soil boring information, including encountered and estimated seasonal high groundwater levels shall be shown on all applicable cross sections.
13. Horizontal and vertical location of unsuitable soils.
14. The Consultant shall prepare driveway profiles for each driveway within the limits of construction, including side streets. Driveway profiles shall be drawn on the cross section sheets at the stations where they occur. These profiles shall show existing and proposed grade lines. Grades of proposed driveways shall conform to Orange County policies and procedures and Florida Department of Transportation Standard Indexes.

3.4.19 Erosion Control Plans

The Consultant shall develop Erosion Control details, at a scale acceptable to the County, including necessary notes and details, as part of the contract plans necessary to secure applicable permits. The objectives of the erosion control plans are to prevent erosion where construction activities are occurring, prevent pollutants from mixing with storm water and prevent pollutants from being discharged by trapping them on-site. The construction documents shall provide stormwater pollution prevention plans (SWPPP) to be paid for as a lump sum item.

3.4.20 Miscellaneous Details

Any details not included elsewhere in the plan set shall be shown here.

3.4.21 Screen Wall Plans

The Consultant shall evaluate the project relative to screen wall placement and/or replacement and make recommendations in accordance with the County's "Screen Wall Policy."

Areas that may require new walls include the following locations:

(List potential locations)

Any other locations identified in the Preliminary Design Study

The County will make the final determination if new walls will be included in the project. All new walls shall be placed within the public right-of-way, unless otherwise directed by the County.

Existing walls along the corridor which may require adjustment or replacement due to project impacts include the following:

(List potential locations)

Any other locations identified in the Preliminary Design Study

The County shall provide an electronic copy of its standard wall detail sheet to the Consultant. The Consultant shall review, modify and supplement the County's standard wall detail sheet as necessary to provide all necessary plans and details for all screen walls (new or adjusted) along the corridor. Consultant shall determine that the detail sheet and any necessary modifications meet all current standards and the requirements of the project. The consultant shall sign and seal the detail sheet. Plans shall include depiction of walls on plan and profile sheets and cross section sheets; notes on plan and profile sheets, general construction and foundation notes, structural details and wall finishing notes and details.

3.4.22 Maintenance of Traffic Plans

The Consultant shall prepare plan sheets, notes and details to move vehicular and pedestrian traffic during all phases of construction. The maintenance of traffic plans shall include construction phasing of _____ (including side streets), ingress and egress to existing properties, temporary signing and pavement markings, temporary signals, and detour routes. Additional sheets such as cross sections, profiles, drainage structures, retaining wall details and sheet piling may be necessary to ensure implementation of the maintenance of traffic plan and will be provided by the Consultant. The plan sheets will be developed at 1" = ____' scale. The construction documents shall provide for Maintenance of Traffic to be paid for as a lump sum item.

3.4.23 Utility Adjustment Plans/Roadway Lighting Coordination

The Consultant shall prepare separate plan and profile sheets showing proposed new or relocated facilities by others. These plans shall be prepared based on information provided by the utility companies.

Consultant shall coordinate with the applicable power companies to arrange for a lighting design to be prepared in accordance with agreements between the County and the power companies. Consultant shall coordinate the design of the lighting (performed by the power company) with the design of the roadway improvements and landscaping. Consultant shall show the location of the street lights provided by the power company on the Utility Adjustment Plans.

3.4.24 Signing and Pavement Marking Plans

The Consultant shall prepare plan sheets at a scale of 1"=____' for the entire length of the project, including side streets, showing pavement markings and signage to be installed on the project. Pavement markings and signs shall conform to the *Manual on Uniform Traffic Control Devices*. Signing and Marking Plans shall include, but not be limited to, the following: General Note sheet(s), summary of Pay Items sheets, Plan sheet(s), and Special Marking Detail sheet(s), as needed.

3.4.25 Signalization Plans

The Consultant shall prepare plan sheets, notes and details to include, but not be limited to, the following: Intersection Signalization Plan sheets at 1" = 20' scale, General Note sheet(s), Summary of Pay Items sheet(s), Pole Mast Arm Detail sheet(s), Foundation Details sheet(s) and special detail sheet(s) and soil boring data, as needed. The signalization plans will include overhead and pole mounted lighted street signs and signal support structures and required foundations. Florida Department of Transportation standard foundation designs shall be used where applicable. The sign support structures will be aesthetically compatible with the County's current lighted sign standards. This project will involve _____ signals at _____, _____, _____ and _____, which shall be interconnected, with _____ to the (provide compass direction) and _____ to the (provide compass direction). The County will provide all available traffic data. The Consultant shall provide additional traffic data as necessary for these intersections. Span wire signal designs are not acceptable. All signals shall be mast arm/mono tube/truss design as appropriate and approved by the County.

3.4.26 Landscape Plans

Consultant shall provide landscape plans prepared by a registered Landscape Architect. The plans shall identify the location and type of plant materials to be installed. Unless otherwise directed by the County, plantings shall be limited to trees of a species that will not require irrigation after maturity. Species and location shall be coordinated with clear zone requirements, sight distance requirements, proposed signage, ground conditions, streetlight locations, billboard locations, and utility conflicts and clearance. The location of the streetlights shall also be shown

on the landscaping plans to ensure there are no conflicts between the streetlights and existing trees to remain or proposed trees. The landscape plans shall also include General Notes and Details and a summary of Pay Items sheet (s).

Design shall be based on a landscaping construction budget not to exceed \$75,000 per mile of total project length.

3.4.27 Structural Plans

The Consultant shall prepare plan sheets, notes and details to include all drawings referenced in the submittal checklist.

3.4.27.1 Bridge Structure Plans Package

Upon approval of the BCR, the Consultant shall prepare a Structure Plans Package for each bridge structure included in the project. This work includes the effort needed to prepare a complete set of Structure Plans pursuant to all applicable County criteria and the FDOT Plans Preparation Manuals. The structural concept shall represent the recommended structure type presented in the BCR as approved by the County.

3.4.27.2 Wall Control Drawings

3.4.27.2.1 The Consultant shall prepare control drawings for all permanent walls required. These drawings shall provide vertical and horizontal alignments, wall lengths, and details for any special features that need to be provided. Barriers, architectural treatments, etc., are considered to be special features.

3.4.27.2.2 For conventional wall designs, the Consultant shall prepare drawings and specifications needed to supplement the control drawings. Appropriate FDOT standard drawings may be used if applicable.

3.4.27.3 Bridge Hydraulic Recommendation Sheet

The Consultant shall furnish and complete the Bridge Hydraulics Recommendation Sheet for all bridges over water and applicable box culvert systems. For information on the preparation of this sheet, see the FDOT Drainage Manual, (March 2010). The Consultant is responsible for the design of erosion protection for bridge approaches and embankments.

3.4.27.4 Retaining Wall Plans

This task includes the effort necessary for the preparation of a complete set of Retaining Wall Drawings to include Plan and Elevation, Reinforcement Details (if required) and Special Details. The Plans shall be prepared pursuant to the County standards and the FDOT Plans Preparation Manuals.

3.4.27.5 Critical Temporary Retaining Wall Plans

This task includes the effort necessary for the preparation of a complete set of Critical Temporary Retaining Wall Drawings to include Plan and Elevation, Reinforcement Details (if required) and Special Details. The Plans shall be prepared pursuant to the County standards and the FDOT Plans Preparation Manuals.

3.4.27.6 Miscellaneous Highway Related Structures

This task includes the effort necessary for the preparation of a complete set of Drawings to include Plan and Elevation, Reinforcement Details (if required) and Special Details for any miscellaneous highway related structures not covered elsewhere herein, including box culverts, overhead sign structures traffic signal mast arms, mono tubes and trusses. The Plans shall be prepared pursuant to the County standards and the FDOT Plans Preparation Manuals.

3.5 Progress Review Submittals

All submittals shall be accompanied by documentation of the Quality Assurance/Quality Control reviews in accordance with Section 1.7 herein. Submittals shall conform to the requirements outlined in the Orange County Progress Review Submittal checklist incorporated herein by reference. A copy of the checklist certified by the Consultant's Project Manager in accordance with Section 1.7 herein. Submittals shall conform to the requirements outlined in the Orange County Progress Submittal checklist. A copy of the checklist certified by the Consultant's Project Manager in accordance with Section 3.0 herein shall accompany each submittal.

The Consultant shall submit construction plans to the County for review at the 30%, 60%, 90%, 100% and final completion stages. The 30% roadway plans and the 30% bridge plans shall be separate submittals. A 60% bridge plan submittal is not required.

All County comments or questions on previous submittals, and any additional direction received from County must be addressed. Responses to the comments submitted by the reviewers should be addressed in writing and distributed to all reviewers. Cost estimates are required per section 1.5.

3.6 Specifications

The Consultant shall provide a complete bid package that includes: Schedule of Prices and complete set of Technical Provisions and Special Provisions for the project. The Schedule of Prices, Technical and Special Provisions shall be provided in MS Word format, which meet County requirements, as well as in any other electronic format required in accordance with the standards established by the Orange County Purchasing and Contracts Division. The Special Provisions shall clearly identify the responsible entity for each permit condition in each regulatory permit.

3.7 Electronic Design and Topography

The Consultant shall provide electronic Design and Topography files to the County in Microstation DGN format and Autodesk DWG file format at each review submittal and as requested by the County. Orange County recommends using the Microstation SAVE AS

command available in Microstation V8 software when converting DGN files to DWG file format.

3.8 Bid Package

The Consultant will prepare a draft and a final bid packages for construction. Orange County will provide the Consultant with a master reference document. The bid package shall include, but are not limited to the following documents:

- Project Information Sheet
- Location Map
- Scope of Work
- Engineer's Estimate
- Index of Plan Sheets
- Part D Schedule of prices (In Word Format)
- Part G Special provisions
- Index of Technical Provisions
- Part H Technical Provisions
- Permits
- Construction Plans
- Bid Check List

3.9 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Drainage Design Documentation Report
- Roadway Design Criteria Package
- Typical Section Package
- Pavement Design Package
- Bridge Hydraulics Report (BHR)
- 30% Bridge Plans
- 30%, 60%, 90%, and 100% Construction Plans and Engineer's Cost Estimate
- Bridge Concept Report
- Final Construction Plans and Engineer's Cost Estimate
- Roadway Design Documents and Computation Book
- Quantity Computation Book
- Draft Schedule of Prices Technical and Special Provisions
- Final Schedule of Prices Technical and Special Provisions
- Final Electronic Design and Topography Files
- Electronic Bid Document Package
- Load Rating (Form or Report)
- Environmental Consideration Plans
- Mitigation Plans

- Alum Treatment Facility Plans
- Draft Bid Package
- Final Bid Package
- Subcontracting Opportunities per Contract Section IV G-2.
- Direct Purchases per Contract Section IV G-3.

3.10 Pay Items

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary.

- Drainage Design Documentation Report
- Bridge Hydraulics Report (BHR)
- 30% Bridge Plans
- Roadway Design Criteria, Typical Section and Pavement Design Packages
- 30%, 60%, 90%, 100% Construction Plans
- Bridge Concept Report
- Final Construction Plans
- Design Notes and Computations Book
- Quantity Computation Book
- Draft Technical and Special Provisions
- Final Technical and Special Provisions
- 30%, 60%, 90%, 100% and Final Engineer's Cost Estimate
- Electronic Bid Document Package
- Final Electronic Design and Topography Files
- Load Rating (Form or Report)
- Environmental Consideration Plans
- Mitigation Plans
- Alum Treatment Facility Plans
- Draft Bid Package
- Final Bid Package

4.0 Permitting

The Consultant will prepare all applications and other submittals and provide all environmental services necessary to obtain all permits including Environmental Resource Permits, Army Corps of Engineers Permits, FDOT connection permits, N.P.D.E.S. permit package, Florida Fish and Wildlife Conservation Commission, dewatering permits, and any other permits that may be necessary for the construction of the proposed improvements. The Consultant will pay for all permit application fees from out of pocket expenses. The construction plans package shall not be considered complete until all required permits have been received.

4.1 Environmental Permitting

4.1.1 Agency Coordination

The Consultant shall coordinate the environmental permitting effort with the Orange County Project Manager and Public Works Environmental Project

Manager. The Consultant shall notify the County Project Manager and Orange County Public Works Environmental Project Manager of all meetings with regulatory agencies to coordinate attendance by County staff. The Consultant shall submit meeting minutes and provide copies of all permit-related correspondence. In addition, the Consultant shall coordinate with County staff for any information, which may be relevant to the project design. This coordination shall take place prior to any regulatory meetings.

4.1.2 Wetland Delineation and Agency Field Review

The Consultant shall conduct identify and wetlands in accordance with all applicable State and Federal Regulations. The Consultant shall conduct and coordinate field investigations as necessary with County staff and with the appropriate regulatory agencies. The consultant shall provide meeting minutes and field notes to County Environmental Project Manager.

4.1.3 Wetland Mitigation (Limiting Amount)

If wetland impacts cannot be avoided, the Consultant shall coordinate with the County and investigate mitigation alternatives including the following, as appropriate:

- Payment to DEP/WMD per acre of wetlands impacted as defined in CH 373.4137 FS
- Monetary participation in regional offsite mitigation area (ROMA) and/or a permitted mitigation bank
- Creation/restoration/preservation on private or County owned lands

The Consultant shall coordinate with County personnel prior to approaching any environmental permitting or review agency. In the event that physical creation, restoration or preservation is the only feasible alternative to offset wetland impacts, the Consultant shall collect all of the data and information necessary to prepare alternative mitigation concepts. The alternative mitigation concepts may be presented to the permitting agencies and commenting agencies that are processing or reviewing a permit application for this project.

Prior to selection of a final mitigation site, the Consultant will provide as necessary and evaluate the following, in the development of alternative mitigation concepts:

- Wetland jurisdictional determination for each proposed site
- Preliminary geotechnical and survey data to substantiate each design alternative
- Construction and ROW cost estimations for each proposed site
- Contamination Screening Evaluation for each site
- Coordination of alternative sites with the County and affected environmental agencies

The Consultant shall prepare and submit a written Alternative Wetland Mitigation Concepts Report, listing potential sites with justifications for those recommended and non-recommended. The County shall review this report and make the final determination as to the recommended mitigation alternative.

4.1.4 Threatened and Endangered Species (Limiting Amount)

The Consultant shall review the PDS to familiarize himself with the location and extent of any protected species (plant and animal species listed by state and federal agencies as threatened, endangered or species of special concern) identified by the PDS.

The Consultant shall also:

- Review occurrence records, GIS Data Bases, and other records from the U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FFWCC) and any other generally accepted source for the potential presence of protected species.
- Conduct qualitative site reviews of the project area to verify the presence of protected species and/or critical habitats.
- Conduct quantitative population surveys for those protected species confirmed within the project area following methodologies approved by the USFWS, FFWCC, or other regulatory agencies having jurisdiction.
- Prepare a Protected Species Management Alternatives Report which shall discuss the results of preliminary species evaluations and population surveys, regulations affecting each species, potential effect of the project upon each species, potential impacts to the project and a discussion of available and acceptable management alternatives.
- Prepare a final Protected Species Management Plan, which shall be suitable for submittal to the appropriate State and Federal review agencies. This shall address specific Management approaches to be used to address unavoidable impacts. It shall include all additional investigations, maps or other documentation needed to support permitting of the unavoidable impacts.
- Update the Threatened and Endangered Species Survey and Management Plan which shall be performed 90 days prior to the start of construction.
- Gopher Tortoise Live Capture and Off-Site Relocation
 - The Consultant shall provide a Registered Gopher Tortoise agent certified to survey, permit, and relocate by both mechanical and bucket trapping.
 - The Consultant shall perform the following:
 - Coordination with the FFWCC, backhoe operator, recipient site representative, and the County to schedule excavation, relocation of gopher tortoises.
 - Provide personnel and equipment (including a hydraulic backhoe and operator) necessary to excavate gopher tortoise burrows and

- live capture gopher tortoises from the area proposed for development.
- Transport the gopher tortoises to an approved long-term protected, off-site location (recipient site) for release. Payment of the recipient site fees will be responsibility of the County.
- Prepare and submit to the FFWCC an Off-Site Gopher Tortoise Relocation After Action Report.

4.2 Other Permitting Agencies

The Consultant shall be responsible for obtaining all other permits required to construct the proposed improvements. These permits may include FDOT, CFX, SHPPO, FAA, GOAA, FDEP, FFWCC, FWS, dewatering permits, etc. The Consultant is responsible for coordination with these agencies early on to confirm the permitting process and the agency's criteria. This shall also include preparation of all necessary documents to secure the permit.

4.3 Preparation and Submittal

The Consultant shall prepare and submit all necessary permits. All permit packages shall be provided to the County for review and comment prior to submittal. It is anticipated that permit preparation shall include one or more Requests for Additional Information (RAI) from the permitting agencies. In addition, the Consultant shall prepare a N.P.D.E.S. Stormwater Pollution Prevention Plan, which will satisfy the requirements, at the time the permit application is submitted, of the FDEP. The Stormwater Pollution Prevention Plan shall be included in the Technical Provisions.

4.4 Renewals and Extensions

Permit fee renewals and extensions, as necessary, shall be paid for under Post Design Services.

4.5 Additional Permit Requirements (Limiting Amount)

Consultant shall conduct surveys and prepare legal descriptions and sketches and survey drawings as necessary to address permit conditions. These shall include the following as necessary:

- Conservation/mitigation easements
- Sovereign/submerged lands leases/easements

4.6 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Water Management District/ACOE Permit Package
- Alternative Wetland Mitigation Concepts Report
- FDOT Permit Application Package(s)
- N.P.D.E.S. Stormwater Pollution Prevention Plan Package
- Special Permit Documents (Surveys)

- Threatened and Endangered Species Reports and After Action Report (if applicable)
- Site Evaluation Report and FDEP Contaminated Groundwater Permit (if applicable)

4.7 Pay Items

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary:

- Water Management District/ACOE Permit Package
- Alternative Wetland Mitigation Concepts Report (if applicable)
- FDOT Permit Application Package(s)
- N.P.D.E.S. Stormwater Pollution Prevention Plan Package
- Permit(s) Issuance
- Special Permit Documents (Survey) Limiting Amount
- Threatened and Endangered Species Reports and After Action Report (if applicable)
- Site Evaluation Report and FDEP Contaminated Groundwater Permit (if applicable)

5.0 Right-of-Way Engineering for Survey Projects

Right-of-Way Engineering services shall begin immediately upon issuance of the Notice to Proceed by the County, and shall be conducted on an expedited schedule. The County will provide the Consultant with title searches on each parcel identified on the Parcel Identification Map as furnished by the County. The title work will be provided to the Consultant at the Notice to Proceed meeting. All survey work shall meet the requirements of Chapter 472, Florida Statutes and Chapter 5J-17, Florida Administrative Code.

The Consultant shall not deviate from the alignment and right-of-way limits per from the Scope of Services as provided by the County. Any deviations must be justified by the Consultant and approved by the Project Manager.

5.1 Right-of-Way Mapping

Consultant shall prepare right-of-way maps/miscellaneous surveys for the entire project area at a scale of 1" = 40' on half size (11 inches x 17 inches) or at a scale approved by the Project Manager. Right-of-way mapping services shall conform to the most current version (at the time of the Notice to Proceed) of the Orange County Procedures for Right-of-Way Engineering, a copy of which will be provided to the Consultant. The Consultant shall analyze each proposed acquisition to identify the appropriate property interest to be acquired (fee simple right-of-way, drainage easement, fill slope easement, temporary construction easement, temporary demolition easement, etc.). The Consultant shall submit 30%, 60%, 90% and 100% progress review submittals of the right-of-way maps in 11 inches x 17 inches formats, as well as electronic copies in AutoCAD and PDF format as requested by the County.

Each submittal of right-of-way maps/miscellaneous surveys, legal descriptions and parcel sketches shall implement the information items listed in the appropriate Orange County Procedures for Right-of-Way Engineering checklist. A copy of the appropriate checklist shall accompany each submittal with a certification signed by the Consultant's Project Manager and the Surveyor of

Record certifying that the submittal completely addresses the required items as listed on the checklist.

Prior to submittal of the 60% right-of-way maps, the baseline of survey and/or the centerline of construction shall be the same line and approved by the Project Manager. From that time on, only the centerline of construction shall be shown on the right-of-way maps/miscellaneous surveys and construction plans, if required.

Consultant shall update and modify legal descriptions and parcel sketches, right-of-way maps/miscellaneous surveys and construction plans in a timely manner to reflect changes in proposed acquisitions resulting from right-of-way acquisitions, negotiations and litigation. After approval of the 100% right-of-way maps/miscellaneous surveys modifications shall be addressed in accordance with Section 5.5.

5.2 Parcels

5.2.1 Review of Title Work

The Consultant shall review the title work provided by the County, supplemental surveys and investigations performed by the Consultant and/or other record information. The size, location, and dimensions of each parent tract, parcel and property interest and encumbrances (easements, leases, etc.) shall be determined by the Consultant from this review. This information shall be shown on the right-of-way maps/miscellaneous surveys and parcel sketches, as appropriate. Recorded and Unrecorded easements shall be shown to the extent they can be identified and located on the right-of-way maps/miscellaneous surveys and parcel sketches.

5.2.2 Legal Descriptions and Parcel Sketches

Consultant shall have a licensed Professional Surveyor and Mapper prepare legal descriptions and parcel sketches for each parcel as necessary in accordance with the previously described Orange County Procedures for Right-of-Way Engineering. A draft of each legal description and parcel sketch for every parcel shall be submitted prior to the 90% right-of-way maps, if required. If any parcels are added or modified prior to the 100% right-of-way map submittal, the Consultant shall submit the legal descriptions and sketches of the modified parcels with revisions to the right-of-way maps showing the modifications. The signed and sealed final Parcel Sketches and Legal Descriptions shall be submitted upon request by the County for use in parcel acquisitions, but not later than with the submittal of the 100% Right-of-Way Map.

5.2.3 Parcel Staking for Appraisal (If Required)

The Consultant shall have a licensed Professional Surveyor and Mapper stake the limits of acquisition on each parcel in preparation for appraisals. The timing and method of marking the acquisition limits shall be as directed by the Project Manager.

5.3 Right-of-Way Surveys, Alignment and Monumentation

The Consultant shall have a licensed Professional Surveyor and Mapper conduct field surveys to supplement the field survey data obtained during the Preliminary Design Study (PDS) and provided to the Consultant. All survey information shall conform to the most current version of the Orange County Procedures for Right-of-Way Engineering, and shall be recorded in a cross section field book that has 10 columns by 10 rows per inch on both pages supplied by the Consultant. The field book remains the property of the County, and must be submitted with the Final Right-of-Way Map/miscellaneous surveys and be Signed and Sealed. When a data collector is used, the

Consultant shall submit a paper copy of the raw data files and coordinate data files bound in a book, together with the electronic copy on a disk. All Right-of-Way computations shall be documented in a Right-of-Way Computation Book, which shall be submitted to the Project Manager with the Survey Field Notes, State Plane Coordinate file, adjusted bench run and Final Right-of-Way Maps/miscellaneous surveys.

Consultant shall have a licensed Professional Surveyor and Mapper monument the center line of construction at stations that are not more than 600 feet apart and at all P.C.'s, P.T.'s, side street intersections, and changes in direction. Stationing shall be marked in the field. Similar monumentation and markings shall be provided at all side streets to 150 feet beyond the limits of the topographic survey or at other locations as approved by the Project Manager. The centerlines of construction shall be referenced to permanent monumentation located outside the limits of construction at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than 600 feet apart. Horizontal control, as stated above shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and shall be shown on the final right-of-way maps/miscellaneous surveys.

5.4 Minimization of Compensable Impacts (If Required)

The Consultant shall coordinate with Orange County Right of Way Acquisition Section as early as possible in the design phase of the project to review the design corridor and make the necessary revisions to the design to minimize compensable impacts to private properties. The Consultant shall also identify and evaluate alternatives to right-of-way acquisition (e.g., retaining walls instead of fill slope easements, closed drainage system instead of ditch systems, etc.) to determine the most cost effective way to meet the project needs.

The Consultant shall perform the following services during this phase:

- Meet as necessary with the Orange County Right of Way Acquisition Section and property owners.
- Perform site inspections of properties together with the Orange County Right of Way Acquisition Section as may be necessary to evaluate the potential for minimization of compensable impacts. Coordinate with the Orange County Right of Way Acquisition Section to identify compensable impacts and evaluate cost effective ways to reduce compensable impacts to the greatest extent possible.
- Consult with the Orange County Right of Way Acquisition Section during the design process and fully address any right-of-way review comments provided.

During this phase the Consultant and the County shall inspect affected properties in the field to determine the extent of compensable impacts on each parcel, and whether such impacts can be reduced in a cost-effective manner. The Consultant shall at a minimum consider site access, onsite drainage, onsite parking, onsite utilities, including septic systems, and any other existing facilities impacted by the proposed improvements. This effort shall include meetings with property owners to obtain their input on the configuration of the proposed improvements in those cases where various options exist. The Consultant shall modify the design, where possible, to minimize the number and extent of such compensable impacts, and to accommodate the property owner preferences where appropriate.

The Consultant shall document the above-described investigations and their findings and recommendations. This work should occur early in the design process and prior to completion of 60% plans.

Consultant shall meet with all property owners where the proposed right-of-way exceeds the limits shown on the Right-of-Way Identification Maps prepared during Phase I.

5.5 Changes to Documents during Right-of-Way Acquisition

There shall be a limiting amount in this contract to cover work required due to right-of-way acquisition or other developments. This work shall include, but not limited to changes to construction plans (beyond the normal design process as agreed to by the County), right-of-way maps, legal descriptions and parcel sketches. It will also include staking parcels at the County's request (in addition to the parcel staking for appraisals), attendance at Order of Taking Hearings, Mediations and Settlement Conferences, and responding to questions posed by the County from property owners and property owners' representatives and experts. This work may be required at any time during the contract at the request of the County. It will be billed on an hourly basis, as approved by the Project Manager. The limiting amount shall include hourly rates for the consultant and all applicable sub-consultants including, but not limited to, surveyor, drainage engineer and environmental staff.

5.6 Deliverables

Work to be completed under this section shall require the following items to be delivered and accepted by the County:

- Right-of-Way Maps (30%, 60%, 90%, 100%, and Final)/miscellaneous surveys
- Parcel Legal Descriptions and Sketches (Draft and Final) (If Required)
- Right-of-Way Survey Field Books and electronic AutoCAD and PDF files.
- Right-of-Way Computation Book (Raw Data Files, Coordinate data files, Benchmarks, etc.)
- Parcels staked for appraisal
- Updated/Modified documents during right-of-way acquisition
- Book and Page number where the final Right-of-Way Maps were recorded in the Orange County Comptroller Office Public Records (Required, to be Recorded and paid by Consultant)
- All of the above items must be in an acceptable Orange County format approved by the Project Manager. Hardcopies and electronic submittals will be certified where required and approved by the Project Manager.

5.7 Pay Items

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary:

- Right-of-Way Maps (30%, 60%, 90%, 100%, and Final)/miscellaneous surveys.
- Parcel Legal Descriptions and Sketches (Draft and Final) (If Required).
- Right-of-Way Survey Field Books and electronic AutoCAD files.
- Right-of-Way Computation Book (Raw Data Files, Coordinate Data Files, benchmarks, Etc.)
- Parcels staked for appraisal
- Changes to documents during right-of-way acquisition (Limiting Amount)
- Subsurface Utility Locations
- Boring Locations
- Recordation of Right-of-Way Maps with the Orange County Comptroller Office (Required, to be Recorded and paid by Consultant)

6.0 Design Survey Services for Major Survey Projects

The Consultant shall have a licensed Professional Surveyor and Mapper conduct field surveys as necessary to support the design of the project. These surveys shall include, but not be limited to, horizontal and vertical control surveys and topographic surveys of the roadway alignment and adjacent areas and retention ponds, mitigation areas, wetland, jurisdictional limits, environmentally sensitive areas, flood plain compensation areas, or other areas where information is needed to support the design and permitting of the project.

Controlled aerial photography or other data collection methods may be used to collect topographic information as approved by the Project Manager. When aerial photography is used the Consultant shall provide all necessary control and shall document the setting of targets and collection of other control information as required above.

All such survey information will be recorded in a cross section field book that has 10 columns by 10 rows per inch on both pages supplied by the Consultant. The field book remains the property of the County, and must be submitted with the Final Construction Plans, if required. When a data collector is used, the Consultant shall submit a paper copy of the raw data files and coordinate data files bound in a book, together with an electronic copy on a disk.

All survey work shall meet the requirements of Chapter 472, Florida Statutes, and Chapter 5J-17, Florida Administrative Code, and shall provide sufficiently detailed information to meet the design requirements of the project. Survey data shall be sufficient to establish drainage basins, address localized drainage issues within and adjacent to the project limits, and include all areas as necessary to address project design considerations.

6.1 Horizontal Control and Monumentation

Consultant shall monument the center line of construction at each 600-foot station and at all P.C.'s, P.T.'s, side street intersections, and changes in direction. Stationing shall be marked in the field. Similar monumentation and markings shall be provided at all side streets to one hundred fifty (150) feet beyond the limits of the topographic survey. The center line of construction shall be referenced to permanent monumentation located outside the limits of construction at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than six hundred (600) feet apart. Horizontal control shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and either shown graphically or in tabulation format on the Right of Way Maps/miscellaneous surveys and Survey Control Sheet(s).

6.2 Vertical Control and Monumentation

All vertical control shall be based on NAVD 1988 datum, and shall be established from at least two (2) Orange County benchmarks. Permanent benchmarks shall be set outside the limits of construction. The location of benchmarks shall be approximately 600 feet apart and coordinated with the design such that a minimum of two benchmarks are identified on each sheet of the construction plans. Features that may be moved/adjusted in the future (e.g., utility poles, fire hydrants, etc.) shall not be used for benchmarks. Preferred locations include, but not limited to concrete drop inlets, concrete curb inlets, concrete headwalls, etc. or other permanent structures as approved by the County Surveyor or his/her agent.

6.3 Survey Control Sheet(s)

Consultant shall prepare Survey Control Sheet(s) for inclusion in the Construction plans. The survey control sheet(s) shall identify and show the location and type of all horizontal control points, reference points (three (3) outside of proposed right-of-way limits) and benchmarks. Details shall be included as necessary to clarify the relationship of monumentation and project control lines. The survey control sheet(s) shall be signed and sealed by a Professional Surveyor and Mapper registered in the State of Florida, and shall conform to the requirements of Chapter 5J-17 of the Florida Administrative Code. The Survey Control Sheet(s) shall also include, but not limited to the following:

- The complete centerline alignment data, including beginning of survey station, all curve data, P.C.'s, P.T.'s, side street intersections, changes of directions, all intermediate control point stations, and end of survey station must be shown. All control points must be identified as to type of material set and/or found at each respective point.
- All section lines, all quarter section lines, (and all quarter-quarter section lines when pertinent) must be shown with the station where their intersection with the centerline or baseline of survey occurs, a distance from the nearest corner to the centerline, and bearings and distances to all corners. The type of corner, found or set, shall be spelled out or identified by a legend.
- Centerline data will be referenced to State Plane Coordinate System, and labeled on the Survey Control Sheet(s) using North American Datum of 1983/1990 adjustment (NAD83/90) East Zone and shown on the Survey Control Sheet(s) either in tabular format or placed on the survey alignment.
- All Centerline Control points shall have a minimum of 3 reference points outside the limits of construction and shall be shown on the Survey Control Sheet(s).
- All Benchmarks shall be shown both in graphic and note form on the Survey Control Sheet(s).

6.4 Vertical Data

Vertical data shall be of sufficient accuracy to support the development of profiles and/or cross sections at intervals not exceeding 50 feet, including, but not limited to the main line roadway, side streets, drainage ways, retention ponds, etc. Check cross sections shall be measured at appropriate intervals, but no less than every 1,000 feet.

6.5 Pay Items

- Design Survey
- Design Survey Field Books and/or raw data files hard copies and electronic copies
- Design survey Computation Book
- Subsurface utility locations
- Boring locations

6.6 Deliverables

- Design Survey
- Design Survey Field Books and/or raw data files hard copies and electronic copies
- Design Survey Computation Book

- Subsurface utility locations
- Boring locations

7.0 Geotechnical Services

The Consultant shall be responsible for a complete geotechnical investigation. All work performed by the Consultant shall be in general accordance with the Florida Department of Transportation Soils and Foundation Handbook and other applicable standards, or as otherwise described in this scope of services. Any changes regarding geotechnical standards, policies and procedures shall be discussed on a project-by-project basis. The Consultant shall be responsible for obtaining any permits needed to perform the work. The County will assist in obtaining property owner permission to perform the necessary geotechnical fieldwork.

7.1 Data Collection

The Consultant shall review printed literature including topographic maps, county agricultural maps, aerial photographs (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field investigations, the Consultant shall review U.S.G.S., S.C.S and potentiometric maps to identify areas with problematic soil and groundwater conditions.

7.2 Roadway

The Consultant shall be responsible for coordination of all geotechnical related fieldwork activities. The Consultant shall retain all samples until Final Plans are submitted.

- 7.2.1 A preliminary roadway exploration shall be performed before the 30% plans submittal. The preliminary roadway exploration will be performed and results provided to assist in setting roadway grades and locating potential problem areas. Boring frequency shall be one every ____ feet. Borings shall be of sufficient depth to determine seasonal high water elevation and other critical geotechnical features. The preliminary auger borings shall be surveyed for use in the final design.

Pavement cores shall be obtained in areas to be milled and resurfaced, and specifically at the following locations:

-

- 7.2.2 The final roadway exploration shall include one auger boring every 200 feet to a depth of 5 feet. The borings shall be extended to 20 feet every 600 feet along the roadway. Boring depths shall be adjusted to accommodate roadway cuts and utility excavations. Additional _____ borings or muck probes shall be performed in suspected muck areas to evaluate the extent of organic soils.

Standard Penetration Test (SPT) borings shall be performed every 400 feet in high fill embankment areas (i.e., fill greater than about 10 feet). SPT boring depths shall be to 1.5 times the fill height. Undisturbed samples of

compressible materials such as muck, peat, clay or silt shall be obtained for use in consolidation testing for settlement analysis.

Routine soil classification shall be performed on representative samples obtained from the borings. These tests typically include grain size analysis, percent fines, Atterberg limits, organic content and moisture content. Additional bulk samples of representative soils encountered along the alignment shall be collected for Limerock Bearing Ratio (LBR) and corrosion testing. All laboratory testing and classification shall be performed in accordance with applicable AASHTO or ASTM standards.

7.3 Stormwater Systems

The Consultant shall evaluate subsurface conditions in proposed stormwater systems. For stormwater ponds, two auger borings to a depth of 20 feet below the bottom of the proposed pond elevation shall be performed per acre of pond. One field permeability test per acre of pond shall also be provided. One auger boring to a depth of 20 feet shall be performed every 500 feet for exfiltration trenches and treatment swales. One field permeability test or Double Ring Infiltrometer (DRI) test shall be performed every 500 feet.

Two auger borings per acre shall be performed in proposed floodplain compensation areas and mitigation areas to a depth below the proposed lowest elevation in those areas.

The Consultant shall provide an analysis of stormwater volume recovery through infiltration or background see page analysis as required.

7.4 Structures

SPT borings shall be performed at bridge structures to evaluate foundation alternatives. Borings shall be performed at end bent and intermediate bent locations. Borings for intermediate bents shall be no further apart than one every ____ feet. Borings shall be of sufficient depth to determine a bearing layer for pile foundations and are expected to be ____ feet deep. SPT borings shall be sampled on two-foot centers to 10 feet and at five-foot centers thereafter to the termination depth.

7.5 Special Geotechnical Investigations

This shall include box culverts, signals, overhead signs and retaining walls. A minimum of two SPT borings shall be performed to a depth of 30 feet at each box culvert location. Box culverts are anticipated at the locations listed in Section 3.3.5.1.

Borings shall also be drilled to a depth of 30 feet at the mast arm pole locations listed in Section 3.3.5.3.

SPT borings shall be performed 40 feet deep at each overhead cantilever or truss sign location. Overhead signs are anticipated at the locations listed in Section 3.3.5.2.

SPT borings shall be performed every 200 feet along retaining wall alignments to a depth equal to 2 times the wall height. The borings shall be sampled on two-foot centers to ten

feet and at five-foot centers thereafter to the termination depth. Retaining walls are anticipated at the locations listed in Section 3.3.3 and 3.3.4.

7.6 Contamination Evaluation

The Consultant shall determine the location and extent of soil and groundwater contamination within the project limits, and shall avoid or minimize impacts to contaminated areas to the extent possible.

7.6.1 Contamination Screening Evaluation Report (CSER)

The Contamination Screening Evaluation Report prepared during the Preliminary Design Study shall be updated as requested by the County. The update is intended to obtain and review the most current information about potential contamination impact sites identified in the PDS and to identify any new sites not identified in the original report. The methodology to be used to update the report shall be compatible to that used in the Preliminary Design Study.

7.6.2 Preliminary Contamination Assessment (PCA)

The Consultant shall perform Preliminary Contamination Assessment on sites identified in the Contamination Screening Report as MEDIUM or HIGH risk for contamination impacts. Soil and groundwater samples shall be obtained from those sites and tested for the presence of contaminant of concern as identified in the report. Based on the PDS, the following sites shall be investigated:

-

The Preliminary Contamination Assessment investigations shall be performed in such a manner as to detect the contaminants of concern identified in the Contamination Screening Evaluation Report. For petroleum-impacted sites, auger borings with Organic Vapor Analyzer soil screening shall be performed at locations where contamination is most likely. A laboratory shall test soil samples with high Organic Vapor Analyzer readings. Groundwater samples shall be obtained and analyzed for the contaminants of concern using testing protocols approved by the Florida Department of Environmental Protection. If appropriate, geophysical methods such as Ground Penetrating Radar or Magnetometer surveys shall be performed to look for unknown buried fuel storage tanks or other buried objects of concern such as sumps, pits, etc. All field and sampling activities shall conform to Florida Department of Environmental Protection requirements. A Florida Department of Health approved laboratory shall perform all laboratory analyses. Prior to drilling any borings or installing/obtaining groundwater samples, the location of underground utilities shall be determined and sampling locations cleared in accordance with local regulations.

The County shall assist the Consultant in obtaining access onto private property as necessary to conduct the Preliminary Contamination Assessments.

The approximate area of potential construction contamination impacts shall be crosshatched on the plan view of the roadway and labeled as "Approximate Limits of Potential Contamination Area." The following issues shall be addressed in the plans, details and/or specifications:

- Type of contamination.
- Specific Contractor responsibilities (dewatering, disposal of contaminated soils, etc).
- Special permitting requirements and constraints.

7.7 Geotechnical Reports

7.7.1 Roadway Soil Survey Report

The Consultant shall submit a preliminary Roadway Soil Survey Report with the 60% plans and a final report with the 90% plans. The preliminary and final Roadway Soil Survey Reports shall include the following:

- Copies of U.S.C.G.S and S.C.S. maps with project limits shown.
- A report of tests sheet (i.e. Roadway Soil Survey sheet) that summarizes the laboratory test results, the soil stratification (i.e., soils grouped into layers of similar materials) and construction recommendations relative to FDOT Standard Indices 500 and 505.
- Data interpretation and analysis including a Design LBR, seasonal high groundwater levels for roadway base clearance, aquifer parameters for stormwater systems and volume recovery analysis, limits of unsuitable material and removal recommendations, magnitude and time rate of embankment settlement, calculation of factor of safety for embankment slope stability, and embankment construction recommendations.
- Determination of seasonal high water shall consider proposed improvements impacting existing hydrological features, and identifying impacts to adjacent properties, including existing septic systems.
- An Appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

7.7.2 Bridge Foundation Report

The Consultant shall submit preliminary and final Bridge Foundation Reports. The preliminary Bridge Foundation Report shall include the following:

- Copies of the U.S.G.S. and S.C.S. maps with project limits shown.
- Summary of structure background data, U.S.G.S., S.C.S., geologic and potentiometric data.

- Data interpretation and analysis including soil and rock classification, design groundwater level for structures, evaluation and selection of foundation alternatives such as spread footings, pre-stressed concrete piling, steel H and pipe piles and drilled shafts.
- Soil D_{50} values for scour calculations.
- Soil and/or water corrosion data for substructure environmental classification.
- An Appendix which includes SPT boring profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available) and any other pertinent information.

The detailed analysis and basis for the selected foundation alternative shall include the following:

- For pile and drilled shaft foundations, provide graphs of ultimate axial soil resistance versus tip elevations. Scour resistance and/or downdrag (negative skin friction) shall be calculated, if applicable.
- Provide the design soil profile(s), including the soil model/type of each layer and all soil-engineering properties required to run the FBPIER computer program. Review lateral analysis of the selected foundation for geotechnical compatibility.
- Bearing capacity for shallow foundations (including soil bearing capacity, minimum footing width, and minimum embedment depth) shall be given.
- The maximum driving resistance anticipated for pile foundations shall be estimated.
- Settlement analysis of foundation systems shall be provided.

In addition to the information included in the preliminary Bridge Foundation Report, the final Bridge Foundation Report shall include the following:

- A detailed analysis of the foundation system selected in the BCR, including test pile lengths, scour resistance, downdrag, minimum tip elevation, etc.
- Recommendations for foundation installation, or other site preparation soils-related construction considerations.
- Special provisions required for construction that are not addressed in the FDOT Standard Specifications.

7.7.3 Miscellaneous Structure Foundation Report

The Consultant shall prepare a Miscellaneous Structure Foundation Report to cover traffic signal and sign supports, box culverts and walls. The report shall include the following:

- Copies of U.S.C.G.S. and S.C.S maps with project limits shown.
- A summary of structure background data, U.S.G.S., S.C.S, geologic and potentiometric data.
- Data interpretation and analysis including design soil profiles(s) that include the soil model/type of each layer and all soil properties required for foundation design, lateral earth pressure coefficients, estimated differential and total (long term and short term) settlements, wing wall stability evaluation, external stability of conventional and retained earth wall systems, soil parameters used in analysis for retained earth wall systems and minimum soil reinforcement lengths versus wall heights, sheet pile wall analysis, and a review of the design for geotechnical compatibility and constructability.
- Recommendations for foundation installation, or other site preparation soils related construction considerations.
- An Appendix which includes SPT boring profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, and any other pertinent information.

7.7.4 Contamination Screening Report

The updated Contamination Screening Report shall identify all potential contamination impact sites and shall rank them with their risk potential. A discussion of the available information about the contamination issues at each site shall be provided. Recommendations for further Preliminary Contamination Assessment evaluation shall be made. The report shall follow the format outlined in Chapter 22 of the FDOT Preliminary Design and Environment Manual.

7.7.5 Preliminary Contamination Assessment Report

The Preliminary Contamination Assessment Report shall fully describe the contamination concerns at each site, and shall discuss the sampling and testing methodologies used and the findings. The following information shall be presented in the report:

- Site location map on an aerial photo background
- Background information relative to known or suspect contamination issues (e.g., plume maps, groundwater flow direction maps, etc.)
- Sampling and testing locations map
- Sampling and testing results
- Conclusions relative to contamination impacts affecting the project, including potential costs during construction

7.8 Deliverables

- Roadway Soil Survey Report (Preliminary and Final)

- Bridge Foundation Report (Preliminary and Final)
- Miscellaneous Structures Foundation Report
- Updated Contamination Screening Evaluation Report
- Preliminary Contamination Assessment Report

7.9 Pay Items

- Fieldwork, lab analysis and engineering
- Roadway Soil Survey Report (Preliminary and Final)
- Bridge Foundation Report (Preliminary and Final)
- Miscellaneous Structures Foundations Report
- Updated Contamination Screening Evaluation Report
- Preliminary Contamination Assessment Report

8.0 Railroad Coordination

This project includes (expansion of an existing at-grade railroad crossing **or** (grade separated railroad crossing) **or** (a new railroad crossing) with the _____ Railroad. The Consultant will be responsible for all coordination with the _____ Railroad, including preparation of all documentation as necessary to secure the FDOT railroad crossing permit and/or Railroad agreements. The following activities may be necessary:

- Confirmation of railroad criteria as may affect the project.
- Coordinate signal interconnects with Railroad.
- Meetings and miscellaneous coordination with the _____ Railroad and existing utilities within the railroad right-of-way.
- Preparation of studies as may be necessary to support the project design (at-grade crossing versus grade-separated, reference Florida Administrative Code Section 14-57).
- FDOT permit application preparation and follow-up as necessary where applicable.
- Inclusion of agreement conditions into plans, specifications and/or technical provisions.
- Pipeline and/or wireline crossing agreements.

Orange County shall execute permits and agreements and shall pay any fees associated therewith. It is anticipated the _____ Railroad will prepare the design of all facilities to be owned by the Railroad.

8.1 Deliverables

- FDOT permit application.

8.2 Pay Items

- FDOT permit application.
- Railroad coordination.

9.0 Post Design Services

- **Shop Drawing Review**

The Consultant shall provide engineering services to complete a shop drawing review for bridge and structural component submittals.

- **Construction Administration**

The Consultant shall provide engineering services during the construction of the project as requested by the County. The Consultant may be required to attend a Pre-Bid Construction Meeting and the Pre-Construction Conference.

- **Modification of Final Construction Plans**

Consultant shall update and modify the final Construction Plans as may be necessary to reflect changes in proposed improvements identified after submittal of the 100% plans. The consultant shall provide signed and sealed copies of the updated final construction plans. Additional signed and sealed copies of the final construction plans, or portions thereof, shall be provided during the completion of the right-of-way acquisition process, as requested by the County. Plans may require revisions until the completion of the right-of-way acquisition process.

- **Permit Renewals and Extensions**

Consultant will be responsible for renewals and extensions of the permits as requested by the County.

- **Pay Items**

- Post Design Services

TABLE OF DELIVERABLES

1.0 Administration

<i>Final Design Project Schedule – Paper, Digital File & pdf File</i>	<i>3/1/1 Copies</i>
<i>Construction Time Estimate – Paper, Digital File & pdf File</i>	<i>3/1/1 Copies</i>
<i>Workshop Review Meeting Minutes Paper & pdf file</i>	<i>1/1 Copies</i>

2.0 Public Involvement

<i>Public Involvement Plan – Paper, Digital File & pdf File</i>	<i>3/1/1 Copies</i>
<i>Small Group Meeting Materials</i>	<i>As required</i>

3.0 Design and Plans Preparation

<i>Preliminary Drainage Calculations – Paper & Digital pdf File</i>	<i>3/1 Copies</i>
<i>Final Drainage Calculations (Signed & Sealed & pdf File)</i>	<i>3/1 Copies</i>
<i>Roadway Design Criteria Package (Paper & pdf File)</i>	<i>3/1 Copies</i>
<i>Typical Section Package (Paper & pdf File)</i>	<i>3/1 Copies</i>
<i>Pavement Design Package (Paper & pdf File)</i>	<i>3/1 Copies</i>
<i>30%, 60%, 90% & 100% Cost/Engineers Estimate – Paper Copies</i>	<i>3</i>
<i>Final Cost/Engineers Estimate – Paper, Digital File & pdf File)</i>	<i>3/1/1 Copies</i>
<i>Design Notes and Computation Book</i>	<i>3 Copies</i>
<i>Quantity Computation Book</i>	<i>3 Copies</i>
<i>Draft Schedule of Prices and Technical and Special Provisions – Paper & MS Word File</i>	<i>3/1 Copies</i>
<i>Final Schedule of Prices Technical and Special Provisions – Paper & MS Word File</i>	<i>3/1 Copies</i>
<i>Electronic Bid Document Package</i>	<i>1 Copy</i>
<i>Final Electronic Design and Topography files (ACAD 2010 & Microstation)</i>	<i>1 Copy</i>
<i>Environmental Consideration Plans-Paper, Digital File & pdf File</i>	<i>3/1/1 Copies</i>
<i>Draft Bid Package – Paper, Digital file</i>	<i>3/1 Copies</i>
<i>Final Bid Package – Paper, Digital File, pdf File</i>	<i>3/1/1 Copies</i>

3.0 A - Construction Plans

<i>30% Submittal – Paper, Half Sized</i>	<i>1/10 Copies</i>
<i>60% Submittal – Paper, Half Sized</i>	<i>4/19 Copies</i>
<i>90% Submittal – Paper, Half Sized</i>	<i>4/18 Copies</i>
<i>100% Submittal – Paper, Half Sized</i>	<i>4/18 Copies</i>

3.0 B - Final Construction Plans

<i>Hard Copy – Paper, Half Sized</i>	<i>25 Copies</i>
<i>Hard Copy – Paper, Half Sized (Signed and Sealed)</i>	<i>3 Copies</i>

Digital Files – AutoCAD 2010, Microstation & pdf Files

1 Copy each

4.0 Permitting

<i>Water Management District/ACOE Permit Package (Paper & pdf File)</i>	1 Copy
<i>Alternatives Wetland Mitigation Concepts Report (Paper & pdf File)</i>	1/1 Copy
<i>RCID Permit Application Package(s) (Paper & pdf File)</i>	1 Copy
<i>N.P.D.E.S. Pollution Prevention Plan (Paper & pdf Files)</i>	3/1 Copies
<i>Special Permit Documents (signed and scaled surveys). If required</i>	3 Copies
<i>Site Evaluation Report (Paper & pdf File)</i>	1/1 Copy

5.0 Right-of-Way Engineering

<i>Sample Format (with list of parcels for each)</i>	1 Copy/Format
<i>Draft Sketches and Legal Descriptions</i>	3 Copies
<i>Final Sketches and Legal Descriptions (Signed and Sealed) (Hard copy, Digital)</i>	7 Copies/Parcel
<i>Right-of-Way Survey Field Books</i>	Original Books
<i>Raw Data Files – Paper & Digital File</i>	3/1 Copies
<i>Right-of-Way Computation Book</i>	1 Copies
<i>Parcels Staked in Field for Appraisal</i>	2 Time/Parcel
<i>Minimization Of Compensable Impacts Report (Paper & pdf File)</i>	3/1 Copies
<i>Updated/Modified Sketches and Legal Descriptions</i>	7 Copies/Parcel

5.0 A - Preliminary Right-of-Way Maps

<i>30% Submittal – Paper, 11” X 17” Sized</i>	1/3 Copies
<i>60% Submittal – Paper, 11” X 17” Sized</i>	1/3 Copies
<i>90% Submittal – Paper, 11” X 17” Sized</i>	1/3 Copies
<i>100% Submittal – Paper, 11” X 17” Sized</i>	1/3 Copies

5.0 B - Final Right-of-Way Maps

<i>Hard Copy – Paper, 11” X 17” Sized (Signed and Sealed)</i>	3 Copies
<i>Digital Files – AutoCAD 2016 & pdf Files</i>	1 Copy each

5.0 - Updated/Modified Right-of-Way Maps (Each Modification Cycle)

<i>Hard Copy – Paper, 11” X 17” Sized</i>	3 Copies
<i>Hard Copy – Paper, 11” X 17” Sized (Signed & Sealed)</i>	3 Copies

6.0 Design Survey Services

<i>Design Survey Field Books (Signed and Sealed) Books</i>	All
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Original Books

Raw Data Files – Paper & Digital File

1/1 Copy

Design Survey Computation Book

1 Copy

7.0 Geotechnical Services

Final Preliminary Roadway Soil Survey Report (including ponds and swales)

3 Copies

Roadway Soil Survey Report (including ponds and swales)(S & S)

3 Copies

Miscellaneous Structure Foundation Report

3 Copies

Updates Contamination Screening Report

3 Copies

Preliminary Contamination Assessment Report

3 Copies

Box Culvert Report (If Required) (Signed & Sealed)

3 Copies

Mast Arm Signal Pole Report (Signed & Sealed)

3 Copies

Retaining Walls Report (Signed & Sealed)

3 Copies

Exhibit H

**Biennial Monitoring Process for External
Trips**

(1 page)

Exhibit H – Biennial Monitoring Process

- A. Developer will commence biennial monitoring of the gross daily trip-end generation potential for all approved building permits five years following the effective date of the Sunbridge PD-RP. The gross trip-end generation calculations shall be based upon the then current Trip Generation Manual as published by the Institute of Transportation Engineers and presented in a ledger format, clearly indicating the gross trip end generation potential for all approved building permits, to the County. In the event the biennial reporting ledger indicates more than 70,673 gross daily trip ends are being generated by development within the Sunbridge PD-RP, the Owners shall prepare a monitoring study to refine site-specific trip end generation potential and internalization rates of the development. The scope of the monitoring study shall: 1) quantify total daily and peak hour traffic volumes entering and departing Sunbridge PD; 2) quantify the proportion of peak hour traffic using roadways with access to Sunbridge PD; and 3) quantify internal and external trip end generation of the occupied development. The methodology for the monitoring shall be approved in advance by the County Transportation Planning Division, and the results of the monitoring shall be provided to the County.
- B. In the event the monitoring study indicates fewer than 63,606 (90% of 70,673) annual average daily net external vehicle trips are being generated by development within the Sunbridge PD-RP, exclusive of other development within the geographic area encompassed by the Sunbridge PD-RP, the Owners and the County shall agree to the time period or development threshold at which another monitoring study shall be completed.
- C. In the event annual monitoring indicates that more than 63,606 annual average daily net external vehicle trips are being generated by development within the Sunbridge PD-RP, exclusive of other development within the geographic area encompassed by the Sunbridge PD-RP, the Owners shall commence negotiations with the County and thereafter enter into a concurrency agreement with the County to mitigate the impacts of development of the Sunbridge PD-RP beyond the vested 70,673 net external trips on the external roadway network.

Exhibit I

Lake Mary Jane Road Exhibit

(1 page)

Exhibit J

Development Thresholds

(1 page)

Exhibit J - Development Thresholds

Needed Improvement	Approximate Percentage of Buildout Development Program	Annual Average Daily Net External Vehicle Trip Ends Generated
Sunbridge Parkway to Innovation Way South (Segments 1 and 2)	25%	25,498
Sunbridge Parkway from Innovation Way South to Osceola County (Segments 3a, 3b, and 4)	31%	32,474
Widen Sunbridge Parkway Segment 1 from 2LU to 4LU	40%	40,800