

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Resolution - Airspace Agreement and Addendum between the State of Florida Department of Transportation and Seminole County for the Construction and Maintenance of the Seminole Wekiva Trail-Pedestrian Underpass at State Road 434 (Douglas Avenue to Markham Woods Road).

**DEPARTMENT:** PUBLIC WORKS **DIVISION:** ENGINEERING

**AUTHORIZED BY:** W. Gary Johnson, P.E., Director **CONTACT:** Lenor Bromberg, P.E. EXT. 2094  
Jerry McCollum, P.E., County Engineer

**Agenda Date** 05-09-06 **Regular**  **Consent**  **Work Session**  **Briefing**   
**Public Hearing – 1:30**  **Public Hearing – 7:00**

**MOTION / RECOMMENDATION:**

Adopt Resolution and authorize the Chairman to execute the Airspace Agreement and Addendum with the Florida Department of Transportation for the construction and maintenance of the Seminole Wekiva Trail Pedestrian Underpass at State Road 434 (Douglas Avenue to Markham Woods Road).

District 3 – Commissioner Van Der Weide (Jerry McCollum, P.E.)

**BACKGROUND:**

The Florida Department of Transportation requires a Resolution adopted by the Board of County Commissioners along with an executed Airspace Agreement and Addendum for the construction and maintenance of the Seminole Wekiva Trail Pedestrian Underpass. The Seminole Wekiva Trail currently extends from State Road 436 to 0.5 mile west of Lake Markham Road. The placement of the underpass in the area of State Road 434 and Markham Woods Road is a critical transportation improvement that will provide a safe bicycle and pedestrian crossing.

Attachment: Resolution  
FDOT Airspace Agreement  
Addendum

Reviewed by: [Signature]  
Co Atty: [Signature]  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM: [Signature]  
CM: [Signature]  
File No. CPWE01

**RESOLUTION**

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 9th DAY OF May, A.D., 2006.**

**WHEREAS**, the State of Florida Department of Transportation and Seminole County desire to facilitate the Seminole Wekiva Trail Pedestrian Underpass Construction and Maintenance at State Road 434 and Markham Woods Road; and

**WHEREAS**, the placement of the underpass in this area is a critical transportation improvement and will provide viable bicycle and pedestrian transportation alternatives in accordance with the public policy of the State of Florida and the Seminole County Comprehensive Plan; and

**WHEREAS**, The State of Florida Department of Transportation requires Seminole County to execute and deliver to the State of Florida Department of Transportation an Airspace Agreement for the construction and maintenance of the Seminole Wekiva Trail Pedestrian Underpass (FPN 242031-2-A8{38}(58) 01).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Airspace Agreement for the Seminole Wekiva Trail Pedestrian Underpass (FPN 242031-2-A8{38}(58) 01).

**ADOPTED THIS 9th DAY OF May A. D., 2005.**

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY**

\_\_\_\_\_  
**MARYANNE MORSE, Clerk to the  
Board of County Commissioners in  
and for Seminole County, Florida.**

\_\_\_\_\_  
**Carlton D. Henley, Chairman**

LEASE AGREEMENT

ITEM/SEGMENT NO.: 77120-2501  
MANAGING DISTRICT: 5  
F.A.P. NO.: N/A  
STATE ROAD NO.: 434  
COUNTY.: Seminole  
PARCEL NO.: 800 (242031)

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and Seminole County

(hereinafter called the Lessee.)

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Property and Term. Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached and made a part hereof, for a term of 50 years beginning \_\_\_\_\_ and ending \_\_\_\_\_. This Lease may be renewed for an additional 50 years term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor 90 days advanced written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. Use. The leased property shall be used solely for the purpose of Construction & Maintenance of the Seminole-Wekiva Trail Pedestrian Underpass. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

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

3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of N/A plus tax, for each N/A of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Department of Transportation and shall be sent to N/A

\_\_\_\_\_. Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due

shall bear interest at the highest rate allowed by law from the due date thereof. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Improvements. No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District 5 of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenantable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. Maintenance. Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

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

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

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than N/A-Seminole Co. Self Insured (\$                                 ) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than                                 N/A                                 (\$                                 ) for property damage, or a combined coverage of not less than                                 N/A                                 (\$                                 ). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional named insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

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

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

9. Miscellaneous.

a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon Sixty ( 60 ) days prior written notice to the other party.

b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

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

d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

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

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

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to:

Mr. Todd Hammerle, P.E., Operations Engineer; 715 South Woodland Blvd.,  
Deland, Florida 32720

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Lessee (Company Name, if applicable)

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

By: \_\_\_\_\_

District Secretary

\_\_\_\_\_  
Print Name

Attest: \_\_\_\_\_

Name/Title: \_\_\_\_\_

LEGAL REVIEW:

\_\_\_\_\_  
District Counsel

\_\_\_\_\_  
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY

\_\_\_\_\_  
**MARYANNE MORSE**, Clerk to the  
Board of County Commissioners in and  
for Seminole County, Florida.

\_\_\_\_\_  
**CARLTON HENLEY**, Chairman

For the use and reliance of Seminole  
County only. Approved as to legal  
sufficiency for Seminole County, Florida

As authorized for execution by the  
Board of County Commissioners at their  
regular meeting of \_\_\_\_\_,  
2006.

\_\_\_\_\_  
County Attorney

Airspace Agreement for the construction and maintenance of the Seminole-  
Wekiva Trail Pedestrian Underpass at State Road 434 from Douglas  
Avenue to Markham Woods Road LAP Project No. 242031-2-A8 {38} {58}-  
01).

ADDENDUM

This is an Addendum to that certain Lease Agreement between SEMINOLE COUNTY

and The State of Florida Department of Transportation dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof  
pursuant to Paragraph 9 (b) of said Agreement:

See Attached Addendum

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Lessee (Company Name, if applicable)  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title:  
\_\_\_\_\_  
Attest: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title:  
\_\_\_\_\_

By: \_\_\_\_\_  
District Secretary  
\_\_\_\_\_  
Print Name  
Attest: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
LEGAL REVIEW:  
\_\_\_\_\_  
District Counsel  
\_\_\_\_\_  
Print Name



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY

\_\_\_\_\_  
**MARYANNE MORSE**, Clerk to the  
Board of County Commissioners in and  
for Seminole County, Florida.

For the use and reliance of Seminole  
County only. Approved as to legal  
sufficiency for Seminole County, Florida

\_\_\_\_\_  
**CARLTON HENLEY**, Chairman

As authorized for execution by the  
Board of County Commissioners at their  
regular meeting of \_\_\_\_\_,  
2006.

\_\_\_\_\_  
County Attorney

Addendum for the construction and maintenance of the Seminole-Wekiva  
Trail Pedestrian Underpass at State Road 434 from Douglas Avenue to  
Markham Woods Road LAP Project No. 242031-2-A8 {38} {58}-01).

## ADDENDUM

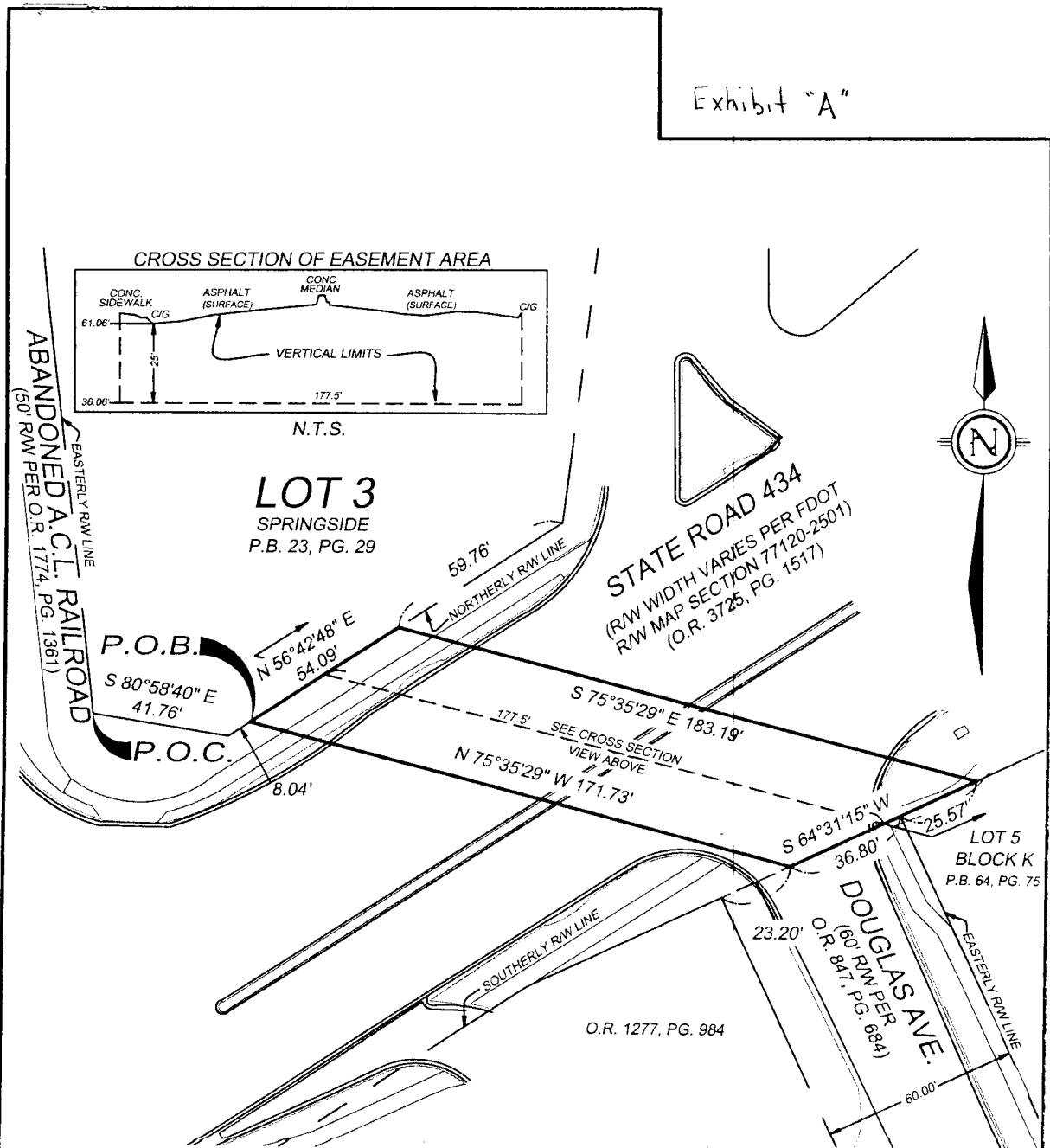
This is an Addendum to that certain Airspace Agreement between SEMINOLE  
           COUNTY and The State of Florida Department of Transportation dated the  
day of                   , 200   . In addition to the provisions contained in said Agreement, the  
following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (d)  
of said Agreement:

1. All improvements shall be designed and constructed in accordance with construction plans and specifications approved by DEPARTMENT and consistent with the requirements of the DEPARTMENT and, if necessary, the Federal Highway Administration. Said plans shall include an appropriate plan for maintenance of traffic. The Lessee shall assure that a load rating is submitted on any vehicular bridges prior to the final submission of the structure plans for Department review. Structures shall not be opened to traffic until the Lessee has a signed and sealed final bridge load rating that meets the requirements for all Florida legal loads completed.
2. Lessee shall have the affirmative responsibility to locate all existing utilities, both arterial and underground. All of the utility locations shall be represented on the construction plans, including plan view and cross-sections. All utility conflicts shall be fully resolved directly with the applicable utility. Lessee shall be obligated to design around any utility installation for which the conflict cannot be resolved. If Lessee desires to relocate existing utilities to accommodate Lessee's facilities, the Lessee shall be responsible for making all arrangements directly with the affected utility, including, but not limited to, obtaining an FDOT utility permit for each utility to be relocated. Lessee acknowledges that any relocation will be subject to the voluntary cooperation of the utility and Lessee may have to bear the expense of the relocation.
3. The work performed may require authorization, under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. Lessee is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the bridge. This Airspace Agreement shall constitute the existence of a sufficient interest for Lessee to obtain all permits in Lessee's name.
4. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT's representative to coordinate and manage the DEPARTMENT review of Lessee activities pursuant to this Agreement. The individual shall have the authority to act on behalf of the DEPARTMENT in all matters relative to this Agreement and his or her approval shall be binding on the DEPARTMENT. Lessee shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work. The representative for this project is as follows: Todd Hammerle, P.E., Operations  
Engineer. Lessee shall provide the Department with a contact name and phone number for reporting deficiencies that may be discovered during the service life of the structure. Lessee's contact is as follows: Jerry McCollum, P.E., County Engineer.

5. Lessee shall perform all required testing associated with the design and construction of the necessary improvements in accord with DEPARTMENT standards and requirements. Lessee shall, as directed by the DEPARTMENT representative, procure independent assurance testing. Said testing results shall be provided to the DEPARTMENT representative. The DEPARTMENT shall have the right, but not the obligation, to perform such independent testing from time to time during the course of the construction.
6. Lessee shall utilize only a DEPARTMENT pre-qualified prime contractor ("Contractor") and a DEPARTMENT qualified construction engineering and inspection firm ("CEI") to perform the work.
7. Lessee shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by DEPARTMENT; provided, however, in the event of an emergency, Lessee shall immediately make any necessary changes and notify DEPARTMENT after the modifications.
8. DEPARTMENT may request and shall be granted a conference with Lessee and at Lessee's option, Lessee's CEI Firm, to discuss any part of the work that DEPARTMENT determines to be inconsistent with the previously approved design plans or the Department's specifications. After such a meeting, if DEPARTMENT determines that construction activities are being performed inconsistent with these standards, the parties will follow the following process: (1) DEPARTMENT will notify Lessee of its determination of inconsistency, specifying the inconsistencies, (2) within seven days of such notification, Lessee will develop a proposed corrective action with a time frame for accomplishing same, (3) Lessee will monitor the corrective action and provide DEPARTMENT status reports at such intervals as are reasonable based on the corrective action undertaken, (4) DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action, (5) if DEPARTMENT determines the corrective action is not being done sufficiently, it shall notify Lessee in writing that the operation will cease within seventy-two hours and (6) Lessee will stop all work within such seventy-two hours until an acceptable resolution is reached. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.
9. Lessee shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the work so that the safe and efficient movement of the traveling public is maintained. Lessee is further obligated to make such changes to the maintenance of traffic plan as may be necessary. During construction, Lessee shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, the DEPARTMENT's Standard Specifications for Road and Bridge construction, the DEPARTMENT's Design Standards, and the DEPARTMENT's Plans Preparation Manual as those sources may be amended from time to time. Lessee may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the road improvements.

10. Construction shall be completed within one year of the date of issuance of the execution of this Agreement.
11. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by Lessee.
12. Upon completion of the work in accord with the Plans, Lessee shall furnish a set of "as-built" plans certified by the Engineer that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, or otherwise conform to or meet generally accepted professional practices. In addition, Lessee shall, at such time, provide the DEPARTMENT with such other construction records from the project as the DEPARTMENT may request (such as pile driving records, bridge load rating records, density log book, etc.).
13. In the event contaminated soil is encountered by the Lessee or anyone within the DEPARTMENT right of way, the Lessee shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the Lessee of any required action related thereto.
14. Lessee shall be the owner and maintainer of any improvements. The Lessee shall be responsible for having any bridge structures inspected by qualified inspectors per Florida Statutes. These inspections are to be recorded in the Department's bridge inventory database (currently Pontis). The Lessee shall be responsible for a post-construction inspection of any bridge structure by a qualified inspector that is also recorded in the Department's bridge inventory database.

Exhibit "A"



**LEGEND:**

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- P.B. PLAT BOOK
- PG. PAGE
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- PLS/PSM PROFESSIONAL SURVEYOR AND MAPPER
- LB CERTIFICATE OF AUTHORIZATION NUMBER
- O.R. OFFICIAL RECORDS BOOK
- C/G CURB AND GUTTER
- CONC. CONCRETE
- N.T.S. NOT TO SCALE

**MAP OF DESCRIPTION**

**THIS IS NOT A SURVEY**

SHEET 1 OF 2

**DESCRIPTION ON SHEET 2 OF 2**

PREPARED FOR:  
SEMINOLE COUNTY SCALE: 1"=40'  
DATE: SEPTEMBER 8, 2005  
PROJECT #: 03-0108.000  
DESIGN: D'WH CHECKED: FMH

THIS MAP OF DESCRIPTION IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE & ORIGINAL RAISED SEAL.  
*Allen L. Quicke*  
Allen L. Quicke DATE  
PROFESSIONAL SURVEYOR AND MAPPER #6481  
STATE OF FLORIDA

**DRMP**  
ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS  
Phone: (407) 896-0594  
L.S. #2648  
1501 East Colonial Drive - Orlando, Florida 32807

LEGAL DESCRIPTION (THREE DIMENSIONAL EASEMENT):

Perimeter Boundary:

A portion of the right-of-way of State Road 434, according to FDOT right-of-way map section 77120-2501 and as recorded in Official Records Book 3725, Page 1517 of the Public Records of Seminole County, Florida, lying in Section 2, Township 21 South, Range 29 East and being more particularly described as follows:

Commence at the intersection of the easterly right-of-way line of the abandoned A.C.L. Railroad as recorded in Official Records Book 1774, Page 1361 of the public records of Seminole County, Florida, and the northerly right-of-way line of State Road 434 as shown on Florida Department of Transportation right-of-way map, Section 77120-2501 and recorded in Official Records Book 3725, Page 1517 of the public records of Seminole County, Florida; thence run South 80°58'40" East, along said northerly right-of-way line, a distance of 41.76 feet; thence run North 56°42'48" East, continuing along said northerly right-of-way line, a distance of 8.04 feet to the Point of Beginning; thence run North 56°42'48" East, continuing along said northerly right-of-way line, a distance of 54.09 feet; thence departing said northerly right-of-way line run South 75°35'29" East, a distance of 183.19 feet, to a point on the southerly right-of-way line of said State Road 434; thence run South 64°31'15" West, along said right-of-way line, a distance of 25.57 feet to the intersection of said southerly right-of-way line and the easterly right-of-way of Douglas Avenue, as recorded in Official Records Book 847, Page 684 of the public records of Seminole County Florida; thence continue South 64°31'15" West, along the westerly extension of said southerly right-of-way line, a distance of 36.80 feet; thence departing said westerly extension, run North 75°35'29" West, a distance of 171.73 feet to the aforementioned northerly right-of-way line of State Road 434 and the Point of Beginning.

The above described parcel containing 6,865.97 square feet, more or less.

Upper Boundary Limits:

All of the finished (paved/impervious) surface and natural ground surface encompassed by and enclosed within the imaginary vertical planes formed by and coincident with the sides of the Perimeter Boundary described above, the lowest point of which lies at an elevation of 61.06 feet.

Lower Boundary Limits:

An imaginary horizontal plane, which lies 25.00 feet below the lowest point of the Upper Boundary Limits (surface), referenced in the Upper Boundary Limits above, having an elevation of 36.06 feet, encompassed by and enclosed within the imaginary vertical planes formed by and coincident with the sides of the Perimeter Boundary described in Paragraph above.

Vertical Boundary Description:


All of that area (including natural elements and man-made items) lying between the Upper and Lower Boundary Limits, Referenced above, and encompassed by and enclosed within the imaginary vertical planes formed by and coincident with the sides of the Perimeter Boundary described above.

SURVEYOR'S NOTES:

- 1) Bearings shown hereon are based on the north right-of-way line of State Road 434 as being North 56°42'48" East, an assumed bearing.
- 2) This property is subject to encumbrances, easements, and restrictions, if any, of record.
- 3) No underground installations or improvements, including, but not limited to, buried cables, sub-surface utilities, foundations, footers, or burial sites were located except as shown.
- 4) No instruments of record reflecting ownership or encumbrances were provided, except as noted, nor did this surveyor abstract these lands.
- 5) This Map of Description does not constitute a boundary survey, as such.
- 6) Elevations described in this legal description and shown on the attached sketch of description are referenced to the National Geodetic Vertical Datum of 1929 (NGVD29), relative to surrounding survey benchmarks established by this firm.

**SKETCH ON SHEET 1 OF 2**

SHEET 2 OF 2

PREPARED FOR: SEMINOLE COUNTY  DATE: SEPTEMBER 8, 2005 PROJECT #: 03-0108.000 DESIGN: DWH CHECKED: FMH			 <b>DRMP</b> ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS Phone: (407) 896-0594 L.B. #2648 1505 East Colonial Drive - Orlando, Florida 32803
	10-18-05	REVISED PER FDOT COMMENTS	
	9-9-05	REVISED PER ORANGE COUNTY COMMENTS	
	DATE	REVISIONS	