### **FINAL - Utility Assessment Package**

### Neptune Road PD&E

FPID: N/A PS:

ETDM:

Federal Aid Project Number: N/A

### Prepared for:



Osceola County, Florida
Department of Transportation and Transit
1 Courthouse Square, Suite 3100
Kissimmee, FL 34741

September 2019

Prepared by:



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#### 1.0 INTRODUCTION

Osceola County (County) is conducting a Project Development and Environment (PD&E) Study for the proposed widening of Neptune Road from Partin Settlement Road to US 192. The build alternative will consist of widening Neptune Road to a 4-lane divided roadway with premium bicycle and pedestrian facilities (i.e., bike lanes, multiuse path(s), and/or sidewalks) where feasible. The location and limits of the area of study can be seen in **Figure 1**.

Figure 1: Neptune Road PD&E Location Map



#### 1.1 PURPOSE OF THIS UTILITIES ASSESSMENT PACKAGE

This utilities assessment package has been assembled to provide information on existing and planned utilities on Neptune Road from Partin Settlement Road to US 192 PD&E project. This package contains information on the names of utility companies, survey denoting the location of major existing facilities, the description of each utility identified, project coordination efforts, and information on the cost of relocation.

### 2.0 UTILITY OWNERS/PROVIDERS

The Utility Agency/Owners (UAOs) in the study area were determined using a variety of sources. First, a Sunshine 811 Design Ticket was completed to identify the utility providers and operators registered with the locate service. Survey services were performed as a part of the project data collection. The project was visited with the surveyed information, and field investigations and observations were all made. All above ground utility features, including poles, hydrants, valve boxes, manholes, etc. were noted and

verified with the utility providers and operators during the coordination process for the project. The final source of data collection was from past FDOT and/or County plans, including the Osceola County Neptune Road Phase 2 & 3 Plans (CIP # 4331/4334). A list of the UAOs and related contacts identified on the project are summarized in **Table 1.** 

Table 1: Summary of Utility Providers

	Utility Agency/Owner	Contact	Address
1.	AT&T Corporation	Greg Jacobson	6015 Benjamin Road, Suite 306
	(buried fiber)	(813) 342-0512	Tampa, FL 33634
2.	Florida Public Utilities	Gary Hardy	1705 7TH ST SW
	(distribution gas)	863-224-3786	Winter Springs, FL 33880
3.	City of St. Cloud	Veronica Miller	1300 9th Street
	(water/wastewater/reuse)	(407) 957-7265	St. Cloud, FL 34769
4.	Charter Communications	Marvin Usry	3767 All American Blvd
	(CATV/phone/fiber)	(407) 532-8509	Orlando, Fl. 32810
5.	Florida Gas Transmission	Joe Sanchez	2405 Lucien Way, Suite 200
	(30", 24" & 20" trans. pipeline)	(407) 838-7171	Maitland, FL 32751
6.	TOHO Water Authority	George Eversole	101 N. Church St.
	(water/wastewater/reuse)		Kissimmee, FL 34741
7.	CenturyLink	Ty Leslie	33 North Main Street
	(phone/fiber)	(407) 814-5293	Winter Garden, FL 34787
8.	Osceola County Traffic	Rick Cole	3850 Old Canoe Creek Rd.
	(fiber/traffic)	(407) 742-0623	St. Cloud, FL 34769
9.	Summit Broadband	Aaron Pickle	4558 SW 35th Street, Suite 100
	(phone/fiber)	(321) 356-2995	Orlando, FL 32811
10.	KUA-Electric	Felix Escobar	1701 West Carroll Street
	(distribution electric)	(407) 933-7777	Kissimmee, FL 34741
11.	KUA-Transmission	Jeff Santos	1701 West Carroll Street
	(transmission electric)		Kissimmee, FL 34741
12.	OUC-Electric	Vince Montgomery	6003 Pershing Ave., Orlando, FL
	(distribution electric)	407-434-4149	32822
13.	OUC-Transmission	Dan Slack	6003 Pershing Ave., Orlando, FL
	(transmission electric)	407-434-4125	32822
14.	AT&T Distribution	Alan Reynolds	5100 Steyr Street
	(phone)	(407) 351-8180	Orlando, FL 32819

#### 2.1 EXISTING/PLANNED UTILITIES

All of the utility providers and operators were contacted in June 1, 2019 and were provided conceptual plans and alternatives for review. Copies of these coordination letters can be found in **Appendix 1**. Based on the conceptual plans, they were asked to assist in locating and identifying their existing and planned facilities within the area of study. They were also asked to provide an estimated cost for relocation of their facilities. Through mark-ups and/or verbal descriptions, most utility providers or operators provided information on the location and type of existing facilities and information on the planned facilities anticipated in the future. At the time of utility contact efforts, none of the UAOs indicated any future planned facilities or upgrades to existing facilities within the project limits. The responses from the utility

providers are found in **Appendix 2**. A description of the existing facilities and associated relocation costs are outlined in **Table 2**.

**Table 2:** Summary of Existing Utilities

Utility Agency/Owner	General Description of Facilities		
<ol> <li>AT&amp;T Corporation (buried fiber)</li> </ol>	2-2" conduit in 10-foot easement in Turnpike right-of-way.		
<ol><li>Florida Public Utilities (distribution gas)</li></ol>	2.5" distribution gas main from Franklin Street to US 192.		
<ol><li>City of St. Cloud (water/wastewater/reuse)</li></ol>	Water mains up to 12", force mains up to 8", and reclaimed water east of Sugar Can Drive.		
4. Charter Communications (CATV/phone/fiber)	Aerial CATV/phone/fiber on power company pole lines with buried service drops throughout the project.		
5. Florida Gas Transmission (30", 24", & 20" trans. pipeline)	30", 24", & 20" natural gas pipeline crosses Neptune Road east of Betsy Ross Lane. Pipelines are located in an easement.		
6. TOHO Water Authority (water/wastewater/reuse)	Water main, force main, and sewer mains from Partin     Settlement Road to Cross Prairie Parkway.		
7. CenturyLink (phone/fiber)	<ul> <li>Aerial phone on power company pole lines throughout the project.</li> <li>Buried fiber optic cable along Neptune Road throughout the project limits.</li> </ul>		
8. Osceola County Traffic (fiber/traffic)	No Response-Signal facilities at intersections of Neptune Road and Partin Settlement Road and Old Canoe Creek Road.		
<ol><li>9. Summit Broadband (phone/fiber)</li></ol>	No response		
10. KUA-Electric (distribution electric)	Distribution electric lines underbuilt on the existing transmission poles with distribution mid-span poles.		
11. KUA-Transmission (transmission electric)	69 kV transmission line located along the south side of Neptune Road from Partin Settlement Road to west of Florida's Turnpike.		
12. OUC-Electric (distribution electric)	Distribution electric lines are located on the north side of Neptune Road from the Florida's Turnpike to US 192. The distribution lines are located on distribution poles and not underbuilt on transmission facilities.		
13. OUC-Transmission (transmission electric)	OUC-Transmission maintains 69kV transmission lines on the south side of Neptune Rd from Florida's Turnpike to east of Betsy Ross Lane, where the transmission line crosses to the north side of Neptune Rd and continues to US 192.		
14. AT&T Distribution (phone)	<ul> <li>Buried fiber on the north side of Neptune Road from James Haven Road to Neptune Middle School.</li> <li>Buried fiber at the intersection of Neptune Road and SR 192.</li> </ul>		

#### 3.0 POTENTIAL UTILITY COSTS AND RELOCATION SCHEDULES

Utility relocation cost and relocation schedules were closely considered when developing the project alternatives and typical sections. This section will outline potential utility relocation cost and relocation schedule details for each UAO. **Table 3** summarizes general relocation costs of the facilities identified in Section 2.0 and an overview of relocation schedule constraints. UAOs were contacted and asked to provide general relocation costs for the facilities located on the project. If unit cost information was not provided by the UAO, information on relocation costs for similar facilities from previous FDOT and County projects were utilized in the analysis.

#### 4.0 UTILITY MITIGATION AND AVOIDANCE

Once the utility data was collected, all the information was compiled and evaluated for potential conflicts with the proposed project typicals and alignment alternatives being evaluated. Major utility facilities and utilities located in easements were noted during development of alternatives. The following are the major facilities identified on the project:

- OUC-Transmission: 69 kV transmission electric lines
- KUA-Transmission: 69 kV transmission electric lines
- Florida Gas Transmission (FGT): 30-inch, 24-inch, & 20-inch natural gas pipelines

The Kimley-Horn Team met with both transmission electric UAOs to discuss the project and identify special conditions and construction constraints for consideration on Neptune Road design alternatives. Utilizing the information provided by the UAOs and the surveyed transmission pole locations, alignments that minimized impacts to the existing transmission running lines were considered to reduce required relocations. Self-supporting, or "dead-end", poles were also identified since they are the costliest to relocated. Proposed typical sections were reviewed to verify levels of excavation required near existing poles that will not be directly impacted. Minutes from the meetings are included in **Appendix 2** of this package.

Survey and natural gas pipeline data from the National Pipeline Mapping System on FGT's 30-inch, 24-inch, 20-inch pipelines were reviewed and considered for alignments west of the Florida's Turnpike. The following was considered while developing the proposed alignment and typical section crossing FGT's pipeline:

- FGT's specified width clear of walls, structures, piers, culverts, and standing bodies of water
- Proposed embankment over 2 feet greater than existing conditions requires FGT approval
- Lowering the existing grade over the pipelines requires FGT approval

Due to the nature of the existing conditions throughout the project corridor, it is anticipated that the widening of Neptune Road will impact a number of the existing utility facilities on the project. The extent of the widening, anticipated right-of-way (ROW) acquisition, and related improvements are shown on the project conceptual alternatives KMZ files prepared for the County and included with the project documents. Measures should be taken during the design phase of the project to minimize impacts to the existing utilities to the fullest extent possible. If impacts are unavoidable, design alternatives would be reviewed to allow for relocation of impacted facilities in a manner that minimizes cost to the UAO and disruption to their customers.

 Table 3: Summary of Utility Relocation Costs and Schedule

Utility Agency/Owner	<b>General Relocation Cost</b>	Relocation Schedule Constraints
Florida Public Utilities	• 2.5" GM: \$30 / LF	Osceola County Utility Permit
(distribution gas)	• 4" GM: \$40 / LF	Osceola County Othicy Fermit
City of St. Cloud (water/wastewater/reuse)	<ul> <li>4" Mains: \$20 / LF</li> <li>6" Mains: \$40 / LF</li> <li>8" Mains: \$55 / LF</li> <li>12" Mains: \$70 / LF</li> </ul>	Osceola County Utility Permit     FDEP permitting
Charter Communications (CATV/phone/fiber)	<ul><li>Aerial Cable: \$50 / LF</li><li>Buried Cable: \$100 / LF</li></ul>	<ul> <li>Osceola County Utility Permit</li> <li>Agreements for Joint Pole Use Facilities</li> <li>Transmission relocations must occur first</li> </ul>
Florida Gas Transmission (30", 24", & 20" trans. pipeline)	<ul> <li>24" GM: \$2,500 / LF</li> <li>30" GM: \$3,000 / LF</li> <li>Hot Tap Conn. \$1 Million/EA</li> </ul>	<ul> <li>Osceola County Utility Permit/Agmt</li> <li>Federal Energy Regulatory Committee         Permit (12-18-month duration)</li> <li>Small outage window in spring and fall to         complete relocation</li> </ul>
TOHO Water Authority (water/wastewater/reuse)	<ul> <li>4" Mains: \$20 / LF</li> <li>6" Mains: \$40 / LF</li> <li>8" Mains: \$55 / LF</li> <li>12" Mains: \$70 / LF</li> </ul>	<ul><li>Osceola County Utility Permit</li><li>FDEP permitting</li></ul>
CenturyLink (phone/fiber)	<ul><li>Aerial Cable: \$50 / LF</li><li>Buried Cable: \$100 / LF</li></ul>	<ul> <li>Osceola County Utility Permit</li> <li>Agreements for Joint Pole Use Facilities</li> <li>Transmission relocations must occur first</li> </ul>
Osceola County Traffic (fiber/traffic)	Buried Cable: \$100 / LF	Component set to roadway plans
Summit Broadband (phone/fiber)	<ul><li>Aerial Cable: \$50 / LF</li><li>Buried Cable: \$100 / LF</li></ul>	<ul> <li>Osceola County Utility Permit</li> <li>Agreements for Joint Pole Use Facilities</li> <li>Transmission relocations must occur first</li> </ul>
KUA-Electric (distribution electric)	• \$10K / Pole	<ul><li>Osceola County Utility Permit</li><li>Transmission relocations must occur first</li></ul>
KUA-Transmission (transmission electric)	• \$100K / Pole	<ul> <li>Osceola County Utility Permit</li> <li>6-month lead time to procure transmission poles</li> <li>Small outage window in spring and fall to complete relocation</li> </ul>
OUC-Electric (distribution electric)	• \$10K / Pole	<ul><li>Osceola County Utility Permit</li><li>Transmission relocations must occur first</li></ul>
OUC-Transmission (transmission electric)	• \$150K / Pole	<ul> <li>Osceola County Utility Permit</li> <li>6-month lead time to procure transmission poles</li> <li>Small outage window in spring and fall to complete relocation</li> </ul>
AT&T Distribution (phone)	<ul><li>Aerial Cable: \$50 / LF</li><li>Buried Cable: \$100 / LF</li></ul>	<ul> <li>Osceola County Utility Permit</li> <li>Agreements for Joint Pole Use Facilities</li> <li>Transmission relocations must occur first</li> </ul>

#### 5.0 JOINT RIGHT-OF-WAY ACQUISITION

Due to the nature of the proposed roadway typical sections being studied, substantial ROW acquisition is anticipated on the project. In an effort to reduce utility relocations and overall ROW costs for the County, we have discussed options for utilities to share costs with the County to acquire additional ROW in lieu of relocations. These discussions are outlined in the minutes from coordination meetings and are included in **Appendix 2**. This joint participation in ROW acquisition can be beneficial for UAOs with major facilities that have considerable construction or scheduling constraints. The transmission electric facilities and FGT's pipeline fall in this category. These major facilities have very high relocation costs, lengthy and more extensive permitting schedules, long lead time on materials and utility contractors, and short windows for service outages to make final connections and completing relocations. These are significant factors of utility relocations that could potentially impact the overall project schedule. We will work with the County and UAOs as conceptual alternatives are developed to determine if joint ROW acquisition is a viable option. If alternatives are developed that offer opportunity to include joint ROW acquisition, the project design schedule will need to include additional time for legal reviews of appraisals and/or any agreements between the County and the UAO.

### 6.0 UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (UWHCA)

With potential utility relocations and associated costs outlined in Section 4.0 of this package, this section will discuss which UAOs who are likely to enter into UWHCA with the County to have their relocations completed by the roadway Contractor. Benefits of have utility relocations completed by UWHCA include advantages in construction phasing, improved coordination of construction activities, and potential reduction in delay claims. UAOs on this project that are likely to enter into a UWHCA with the County include TOHO Water Authority (TWA) and the City of St. Cloud. Both TWA and the City of St. Cloud have existing potable water and wastewater facilities on the project that will be impacted by the proposed roadway improvements. The degree of impacts anticipated will need to be determined and quantified during the design phase of the project. Once the project moves into the design phase, utility coordination with TWA and the City will need to occur to discuss details of entering into an agreement with the County and utility design schedule.

#### 7.0 UTILITY EASEMENTS

Based on information from existing right-of-way maps, surveyed information collected for the project, and coordination with the UAOs, several utilities are located in easements along the project. Utility providers that have facilities identified in easements include AT&T Corporation, Florida Gas Transmission, Orlando Utilities Commission distribution and transmission, Kissimmee Utility Authority distribution and transmission, and communication facilities under-built on the existing power poles. **Table 4** outlines companies that have been identified as having potential easements, or easement rights, on the project. Easement information and documentation compiled for the project is located in **Appendix 4**. Utility coordination should be performed during the design phase of the project to clearly identify all utility easements and potential reimbursable relocations on the project.

**Table 4:** Summary of Utility Easements

Utility Agency/Owner	General Easement Description
KUA-Electric	<ul> <li>Transmission and distribution mainline are located in easements along the south side of Neptune Road on numerous parcels between Partin Settlement Road to west of Florida's Turnpike.</li> <li>Service poles and various roadway crossings are located in easements along the north side of Neptune Road on numerous parcels.</li> </ul>
OUC-Electric	Transmission and distribution mainline are located in easements along the south side and north side of Neptune Road on numerous parcels between west of Florida's Turnpike to US 192.
Florida Gas Transmission	• 75-foot easement for 30", 24", & 20" pipelines crossing Neptune Road east of Betsy Ross Lane.
AT&T-Distribution	Aerial facilities attached to power poles will have joint pole use rights on all power poles located in easements.
AT&T - Corporation	10-foot easement located in Turnpike right-of-way.
Charter Communications	Aerial facilities attached to power poles will have joint pole use rights on all power poles located in easements.
CenturyLink	Aerial facilities attached to power poles will have joint pole use rights on all power poles located in easements.
Summit Broadband	Aerial facilities attached to power poles will have joint pole use rights on all power poles located in easements.

Since relocations of utility facilities located in easements would likely be eligible for reimbursement, all measures will be taken to avoid impacting facilities identified in lands of compensable interest. Utility coordination should be performed during the final design phase of the project to clearly identify all utility easements and potential reimbursable relocations on the project.

## Appendix 1 Utility Coordination

### **David Ledgerwood**

From: David Ledgerwood

**Sent:** Saturday, June 01, 2019 12:55 PM

**To:** gtjacobson@att.com; seriksson@pea-inc.net; ar2916@att.com;

michel.t.leslie@centurylink.com; marvin.usryjr@charter.com; vmiller@stcloud.org; joseph.e.sanchez@energytransfer.com; rpelham@tohowater.com; DSlack@ouc.com;

Felix Escobar; JHill@FPUC.com

**Subject:** Neptune Rd from Partin Settlement to SR 192 PD&E - Utility Submittal

This contact is being done completely electronically, but if you need anything in a hard copy format or an electronic copy of the plans, please let me know.

Road: Neptune Road County: Osceola

Description: PD&E Study of Neptune Rd from Partin Settlement to SR 192

Inwood Consulting Engineers has been selected to represent the Osceola County Public Works (OCPW) in utility coordination between the Department and your agency on the above referenced project. Please address all correspondence, verbal and written to Inwood.

In an effort to better coordinate the selection of corridor alternatives and their impact on utilities, I am providing for your review aerial concept plans that are presently being considered by OCPW. Pdf's of the Neptune Road PD&E Study corridor are located on the Inwood SharePoint site for your use.

You can access the Inwood ftp site by clicking the following link:

Neptune Rd PD&E Utility Submittal

I am requesting you to provide/prepare a rough cost estimate for relocation of your facilities (per mile basis is acceptable), indicating the impact you anticipate with your facilities. Also, please mark-up and return one (1) set of maps indicating the location, size and type, etc., of your existing and proposed facilities. The mark-up should also identify all known **EASEMENTS** or other lands of ownership rights. If your company does not have any facilities within the project limits, you may respond to this email stating this fact. This information will need to be returned by **June 28, 2019**.

Thank you for your cooperation. OCPW will make sure the information, which you have furnished, will be considered prior to establishing future corridor(s). Please feel free to contact me should you have any questions regarding the project or need any additional information.

Thank you.

David Ledgerwood, PE
UTILITY COORDINATOR
INWOOD CONSULTING ENGINEERS

3000 Dovera Dr., Suite 200, Oviedo, Fl 32765

Office: 407-971-8850 Fax: 407-971-8955 Cell: 407-625-9808

dledgerwood@inwoodinc.com

### Appendix 2

**Utility Responses and Meeting Minutes** 

**AT&T Corporation** 





Engineering Office - Orlando

6000 Metro West Blvd.

Suite 201

Orlando, FL 32835-7631 Phone: (407) 578-8000 Fax: (407) 578-7300

Email: seriksson@pea-inc.net

June 4, 2019

**Inwood Consulting Engineers** Attn: Mr. David Ledgerwood 3000 Dovera Drive, Suite 200 Oviedo, Fl. 32765 (407) 971-8850

Proposed Neptune Widening from Partin Settlement to US 192 Osceola County

AT&T Corp Long Line (Transmission) has a high capacity fiber optic cable located in an AT&T Corp 10' easement in the NB median of The Florida Turnpike and within the above project limits. AT&T records have been reviewed and based on Plans received on 06/03/2019 Involvement is anticipated with proposed construction at this time. Please forward update plans to this office as they become available. If you a have any questions please call this office at 407-578-8000.

Sincerely

Stefan Erikssen

Assistant Project Engineer Representing AT&T, Inc.

SGE/CM 19-01-001

Cc: G. Jacobson (AT&T Corp)

### seriksson@pea-inc.net

From:

JACOBSON, GREGORY T < gj1529@att.com>

Sent:

Monday, June 3, 2019 8:40 AM

To:

'seriksson@pea-inc.net'

Cc:

'John Mann'

Subject:

FW: Neptune Rd from Partin Settlement to SR 192 PD&E - Utility Submittal

Greg Jacobson Sr Tech Project Manager 6015 Benjamin Rd Suite 306 Tampa, FL 33634 Office 813-505-1807 E-Mail gj1529@att.com

From: David Ledgerwood <dledgerwood@inwoodinc.com>

Sent: Saturday, June 01, 2019 12:55 PM

To: JACOBSON, GREGORY T <gj1529@att.com>; seriksson@pea-inc.net; REYNOLDS, ALAN <ar2916@att.com>;

michel.t.leslie@centurylink.com; marvin.usryjr@charter.com; vmiller@stcloud.org;

joseph.e.sanchez@energytransfer.com; rpelham@tohowater.com; DSlack@ouc.com; Felix Escobar

<FESCOBAR@kua.com>; JHill@FPUC.com

Subject: Neptune Rd from Partin Settlement to SR 192 PD&E - Utility Submittal

This contact is being done completely electronically, but if you need anything in a hard copy format or an electronic copy of the plans, please let me know.

Road: Neptune Road County: Osceola

Description: PD&E Study of Neptune Rd from Partin Settlement to SR 192

Inwood Consulting Engineers has been selected to represent the Osceola County Public Works (OCPW) in utility coordination between the Department and your agency on the above referenced project. Please address all correspondence, verbal and written to Inwood.

In an effort to better coordinate the selection of corridor alternatives and their impact on utilities, I am providing for your review aerial concept plans that are presently being considered by OCPW. Pdf's of the Neptune Road PD&E Study corridor are located on the Inwood SharePoint site for your use.

You can access the Inwood ftp site by clicking the following link: Neptune Rd PD&E Utility Submittal

I am requesting you to provide/prepare a rough cost estimate for relocation of your facilities (per mile basis is acceptable), indicating the impact you anticipate with your facilities. Also, please mark-up and return one (1) set of maps indicating the location, size and type, etc., of your existing and proposed facilities. The mark-up should also identify all known EASEMENTS or other lands of ownership rights. If your company does not have any facilities within the project limits, you may respond to this email stating this fact. This information will need to be returned by June 28, 2019.



### PLANS OF PROPOSED NEPTUNE ROAD WIDENING

### FROM PARTIN SETTLEMENT TO SR 192

LENGTH OF PROJECT

BEGIN PROJECT STA. LIN. FT. MILES 33+60.00

END PROJECT STA. 240+08.00

20648 NOTE: LENGTH OF PROJECT IS BASED ON & SURVEY.

### INDEX OF WIDENING PLANS

SHEET

DESCRIPTION

2 - 5 6 - 35

KEY SHEET PROJECT LAYOUT PLAN SHEETS

Preliminary



FRED HAWKINS, JR. CHERYL GRIEB BRANDON ARRINGTON PEGGY CHOUDHRY VIVIANA JANER DON FISHER

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS VICE CHAIRWOMAN OF THE BOARD OF COUNTY COMMISSIONERS COUNTY COMMISSIONER COUNTY COMMISSIONER COUNTY COMMISSIONER COUNTY MANAGER

ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO: KIMLEY-HORN AND ASSOCIATES, INC. L. FREDERICK BURKETT, P.E. 189 SOUTH ORANGE AVENUE ORLANDO, FLORIDA 32803

PLANS PREPARED BY:

### Kimley » Horn

Kimley-Horn and Associates, Inc.

189 SOUTH ORANGE AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 TEL: (407) 898-1511 FAX: (407) 894-4791 CERTIFICATE OF AUTHORIZATION No. 696

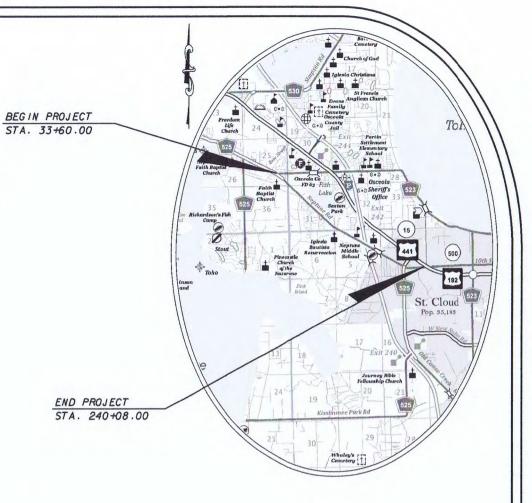
ROADWAY PLANS ENGINEER OF RECORD: L. FREDERICK BURKETT, P.E.

P.E. NO .: 45825

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS DATED 2018-2019. AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2018, AS AMENDED BY CONTRACT DOCUMENTS. APPLICABLE DESIGN STANDARDS MODIFICATIONS:

FOR DESIGN STANDARDS MODIFICATIONS CLICK ON "DESIGN STANDARDS" AT THE FOLLOWING WEB SITE: HTTP://WWW.DOT.STATE.FL.US/RDDESIGN/

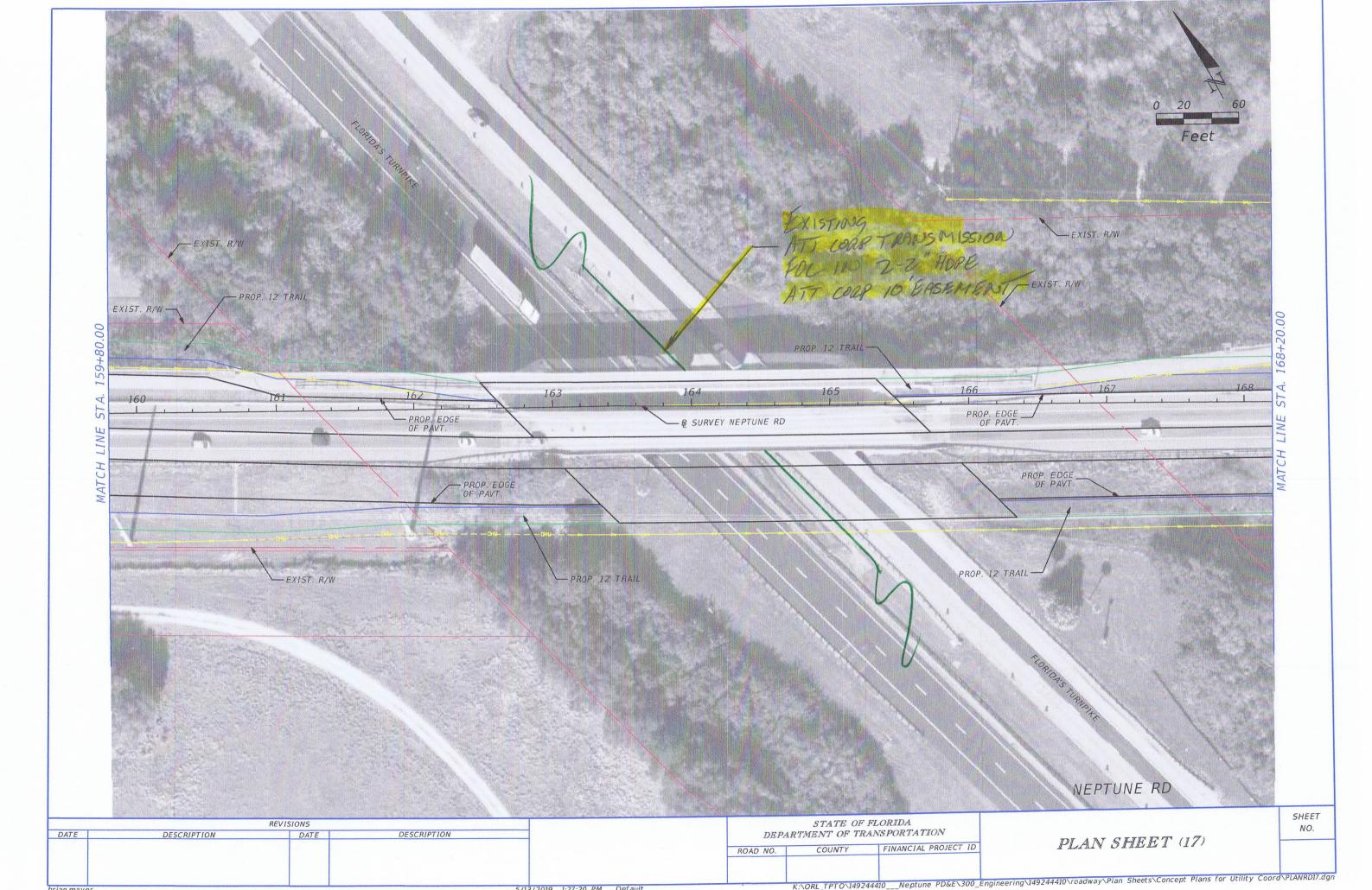
NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.



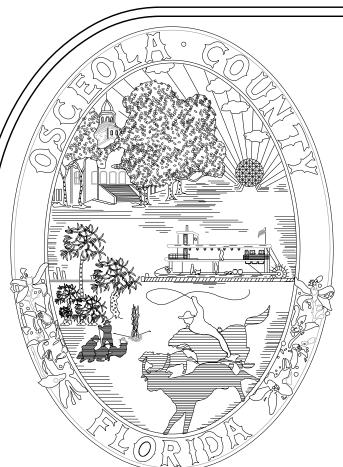
THIS COPY TO BE MARKED AND RETURNED TO THE ENGINEERING USING THE FOLLOWING COLOR CODE:

> RED - TO BE REMOVED **GREEN - TO REMAIN** BROWN - PROPOSED

AT&T CORPORATION



Florida Public Utilities



### PLANS OF PROPOSED NEPTUNE ROAD WIDENING

### FROM PARTIN SETTLEMENT TO SR 192

LENGTH OF PROJECT

BEGIN PROJECT STA. LIN. FT. MILES END PROJECT STA.

33+60.00 20648 240+08.00 NOTE: LENGTH OF PROJECT IS BASED ON & SURVEY.

### INDEX OF WIDENING PLANS

SHEET DESCRIPTION KEY SHEET 2 - 5 PROJECT LAYOUT 6 - 35 PLAN SHEETS



Preliminary

### OSCEOLA COUNTY PUBLIC WORKS

FRED HAWKINS, JR. CHERYL GRIEB BRANDON ARRINGTON PEGGY CHOUDHRY VIVIANA JANER DON FISHER

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS VICE CHAIRWOMAN OF THE BOARD OF COUNTY COMMISSIONERS COUNTY COMMISSIONER COUNTY COMMISSIONER COUNTY COMMISSIONER COUNTY MANAGER

ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO: KIMLEY-HORN AND ASSOCIATES, INC. L. FREDERICK BURKETT, P.E.
189 SOUTH ORANGE AVENUE
SUITE 1000 ORLANDO, FLORIDA 32803

PLANS PREPARED BY:

### **Kimley** »Horn

### Kimley-Horn and Associates, Inc.

189 SOUTH ORANGE AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 TEL: (407) 898-1511 FAX: (407) 894-4791 CERTIFICATE OF AUTHORIZATION No. 696

ROADWAY PLANS ENGINEER OF RECORD: L. FREDERICK BURKETT, P.E.

P.E. NO.: <u>45825</u>

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS DATED 2018-2019, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2018, AS AMENDED BY CONTRACT DOCUMENTS. APPLICABLE DESIGN STANDARDS MODIFICATIONS:

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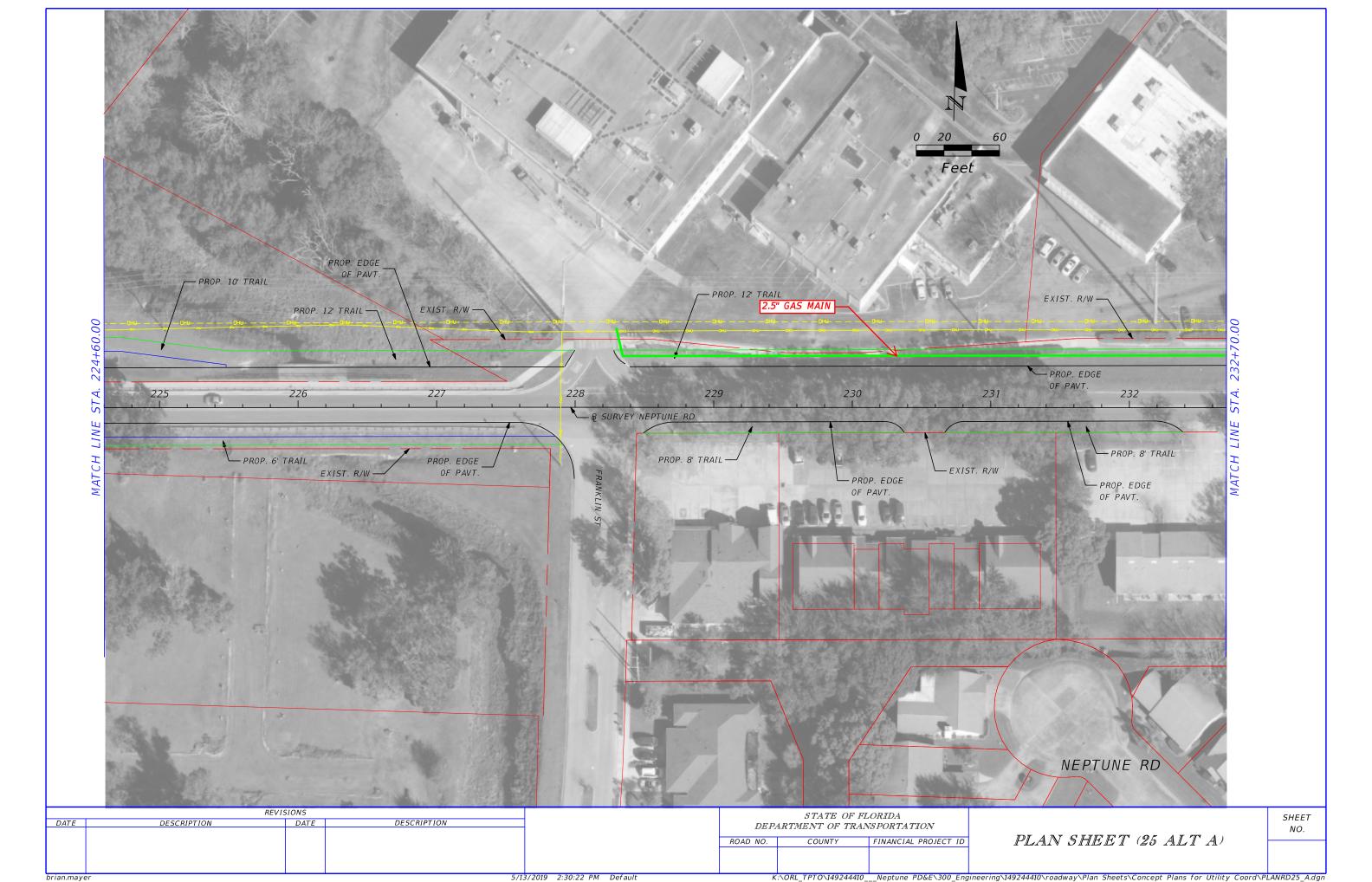
NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

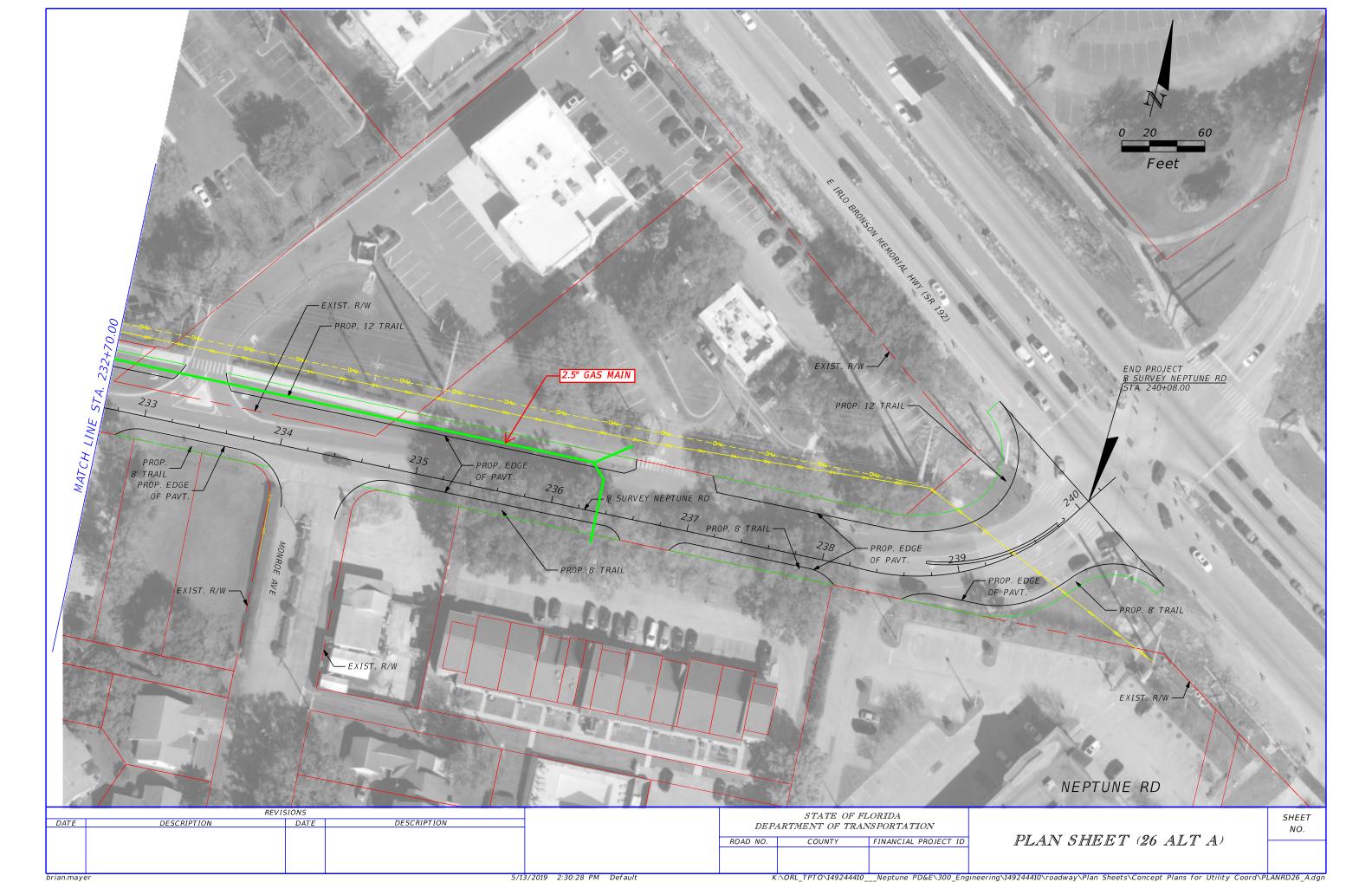
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> THIS COPY TO BE MARKED AND RETURNED TO THE ENGINEERING USING THE FOLLOWING COLOR CODE:

> > RED - TO BE REMOVED **GREEN - TO REMAIN BROWN - PROPOSED**

FLORIDA PUBLIC UTILITIES





City of St. Cloud



# PLANS OF PROPOSED NEPTUNE ROAD WIDENING

### FROM PARTIN SETTLEMENT TO SR 192

LENGTH OF PROJECT

BEGIN PROJECT STA.

LIN. FT. MILES

END PROJECT STA.

33+60.00

20648

240+08.00

NOTE: LENGTH OF PROJECT IS BASED ON & SURVEY.

### INDEX OF WIDENING PLANS

SHEET

DESCRIPTION

2 - 5 6 - 35 KEY SHEET PROJECT LAYOUT

PROJECT LAYOU PLAN SHEETS

### OSCEOLA COUNTY PUBLIC WORKS

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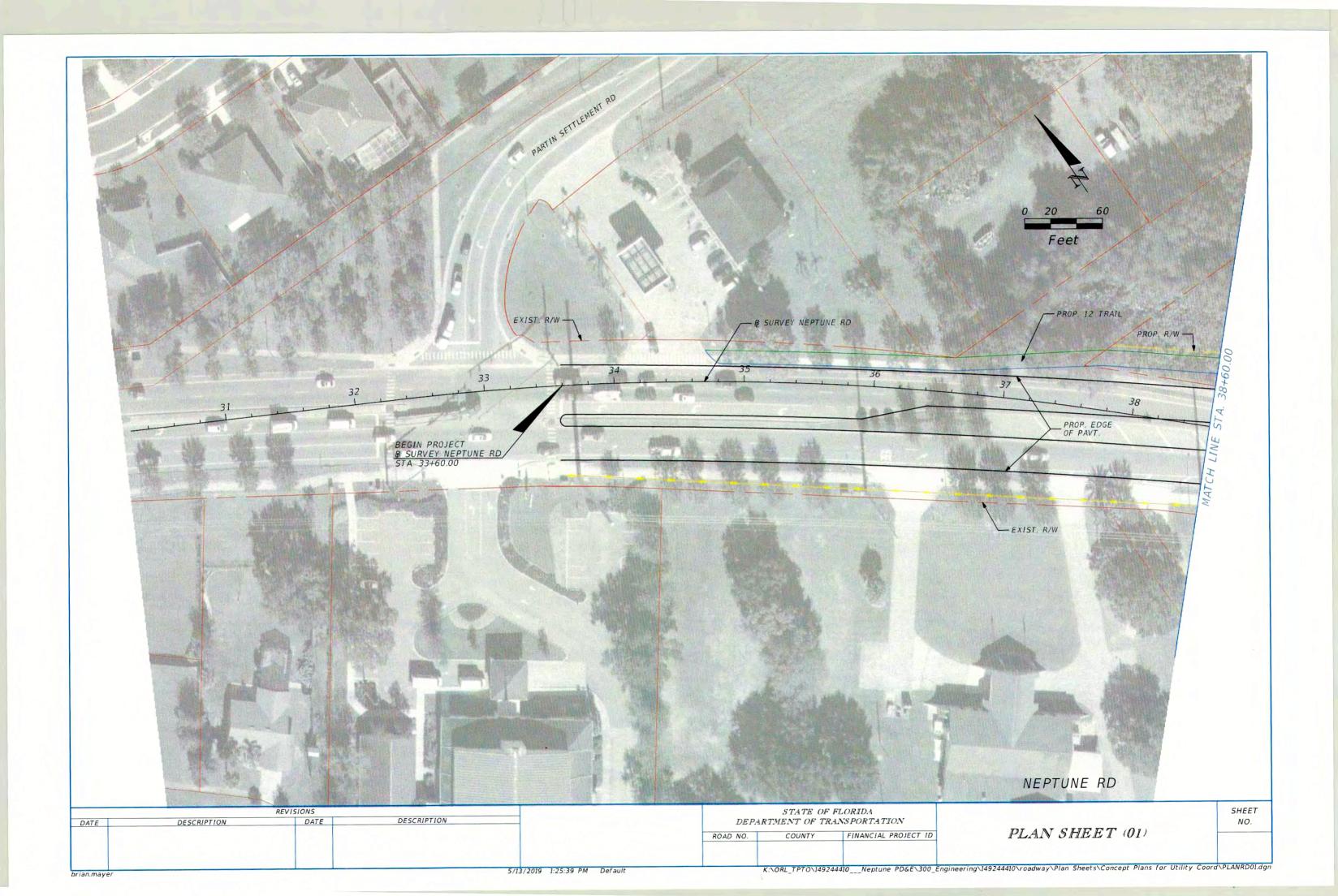
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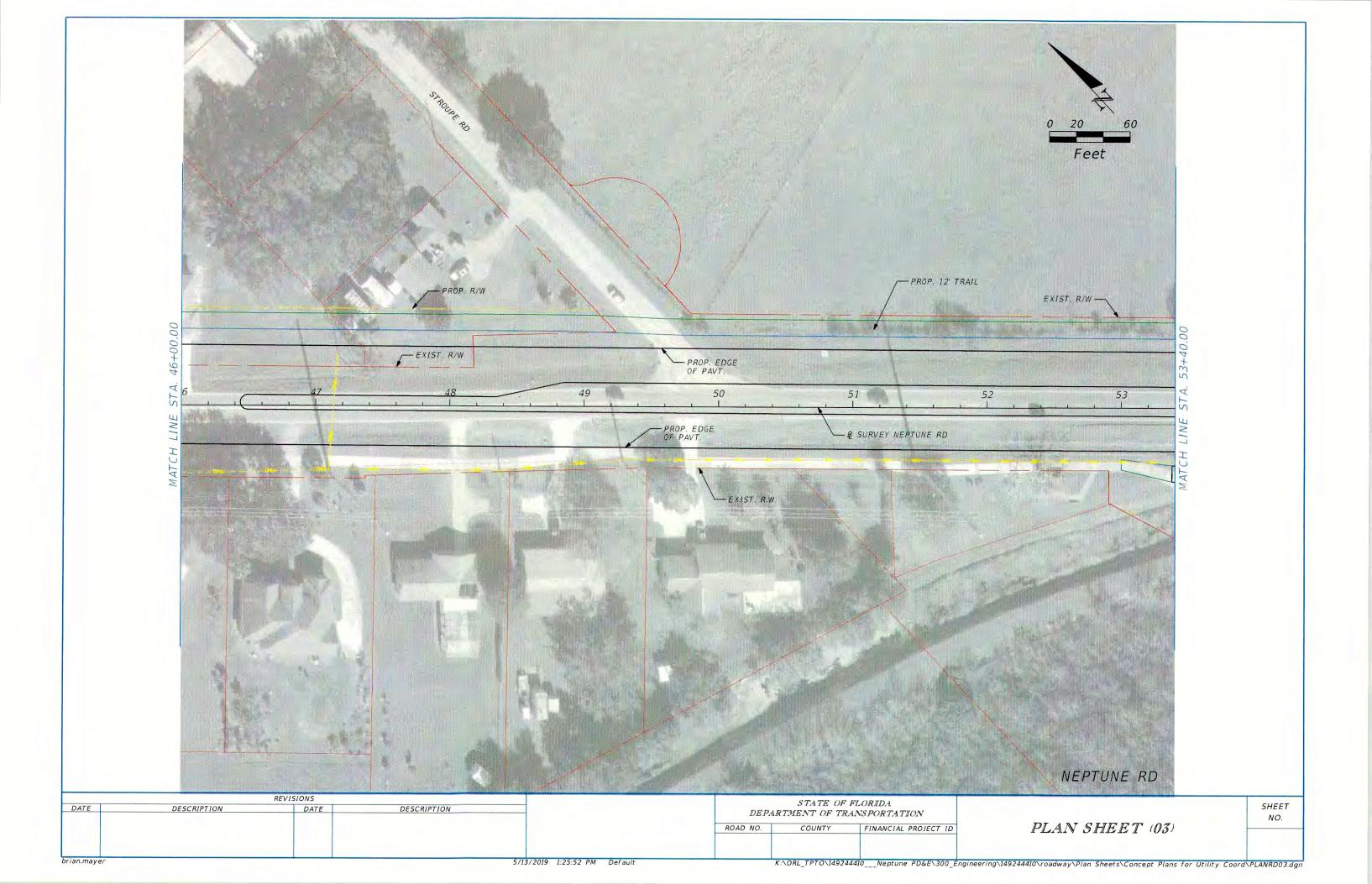
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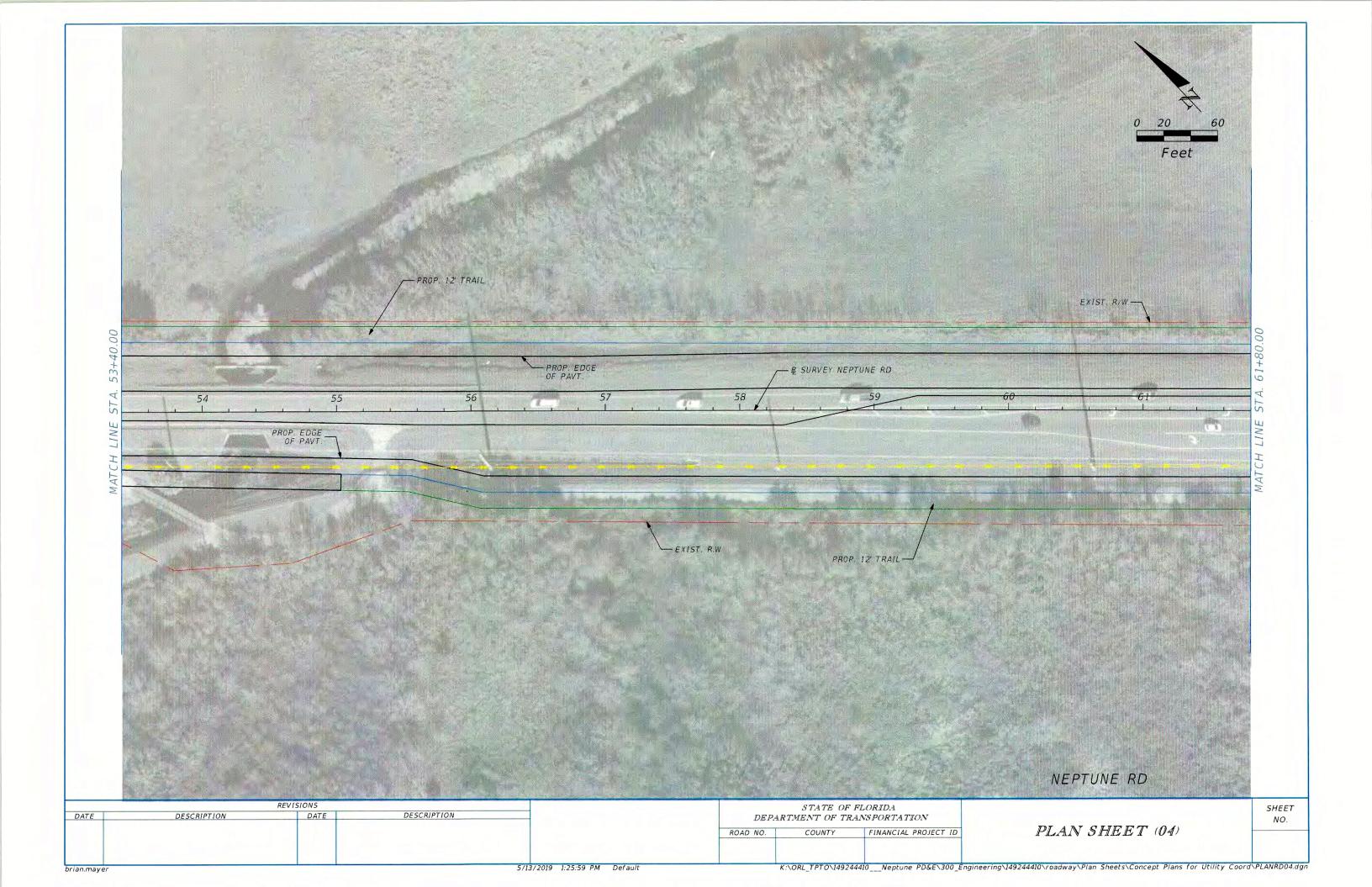
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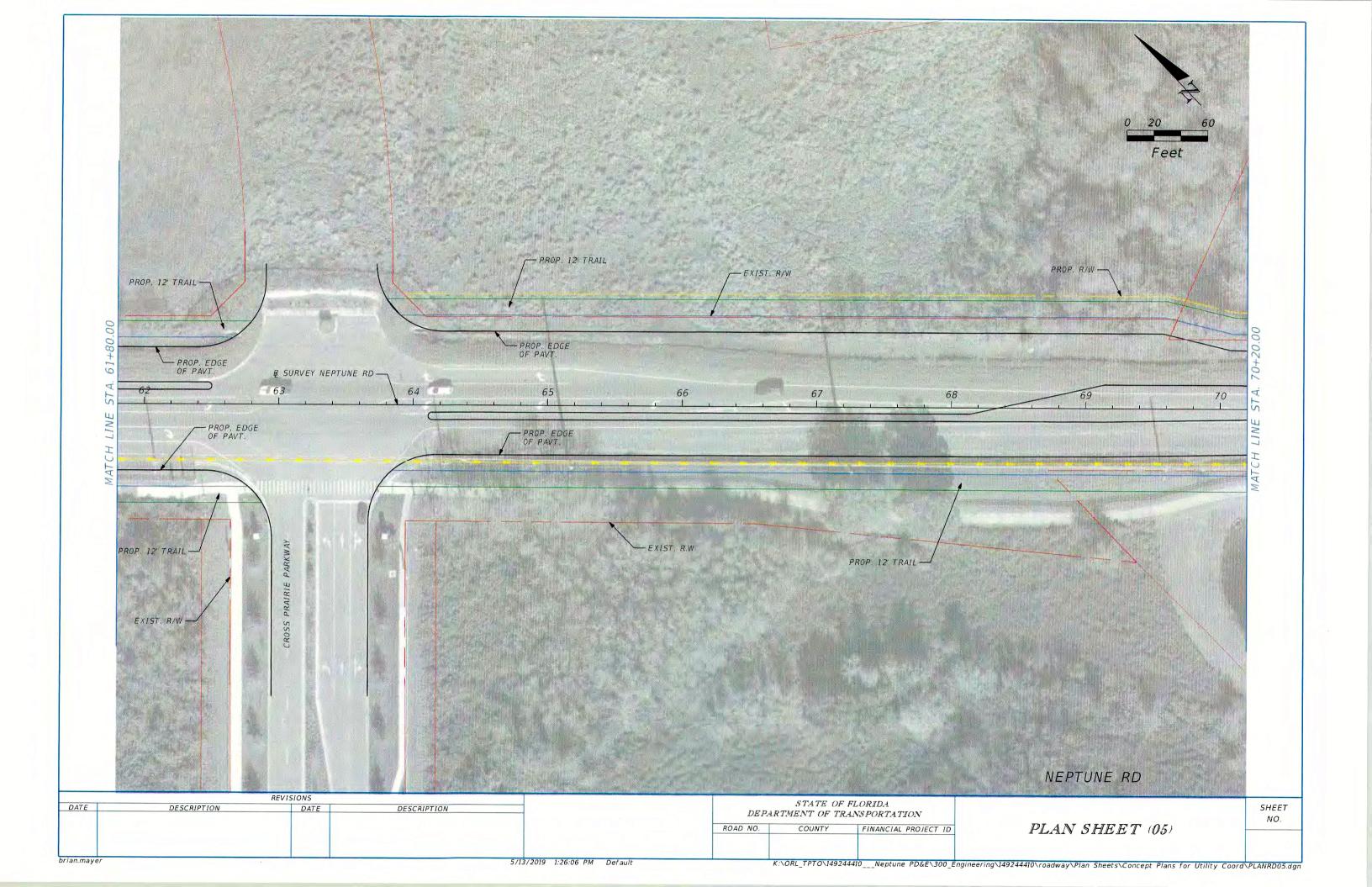
CITY OF ST. CLOUD

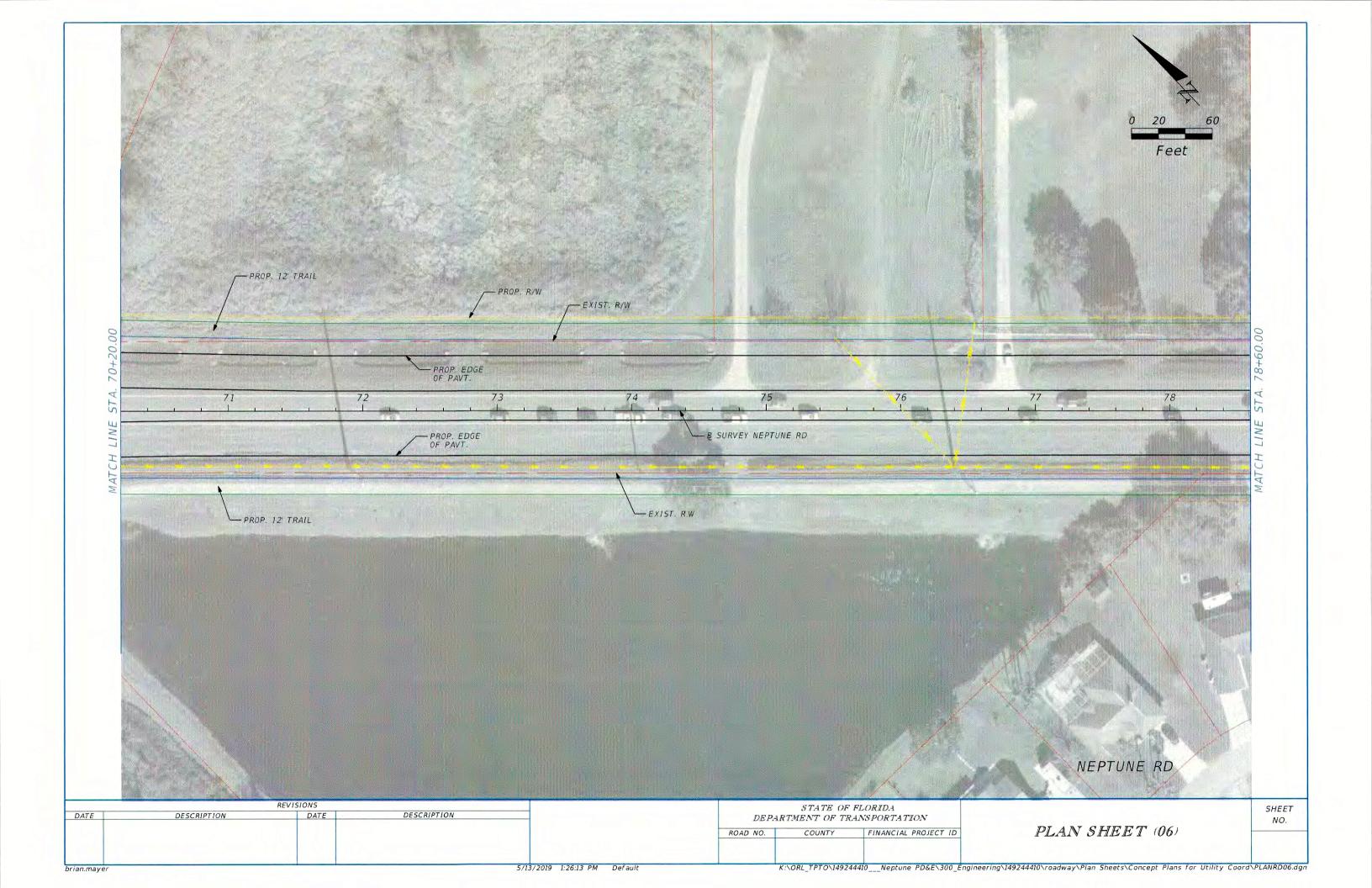


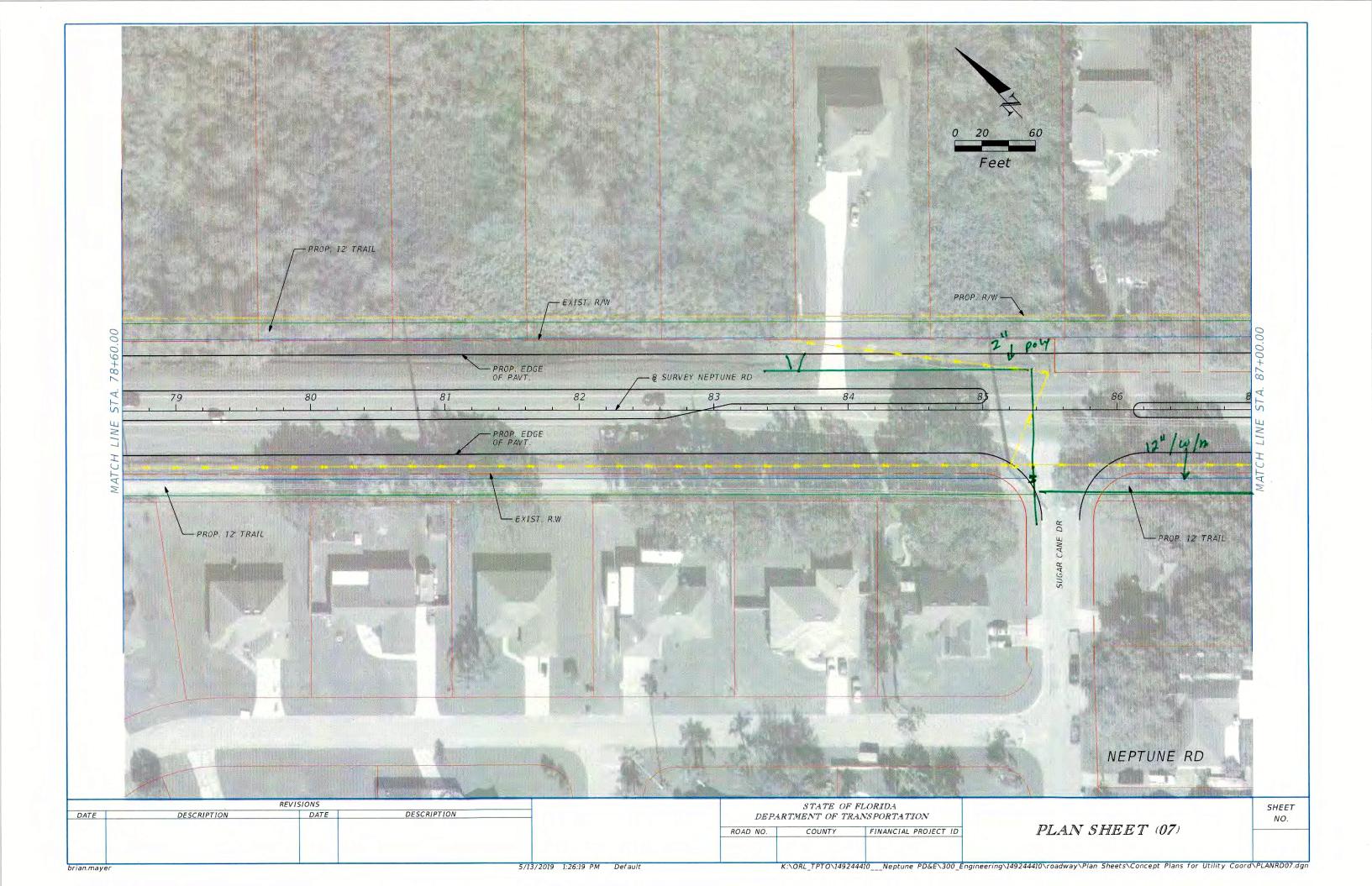




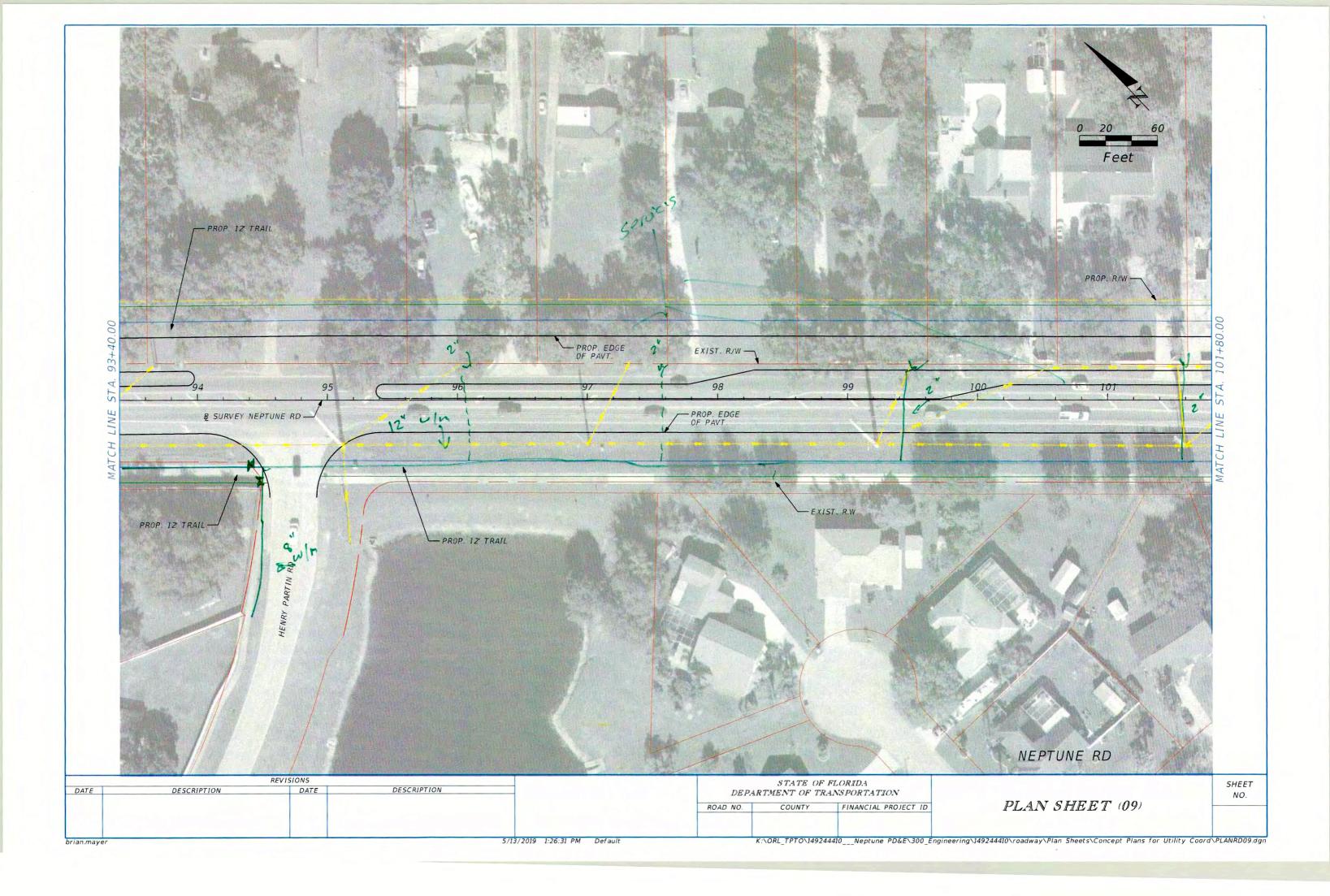


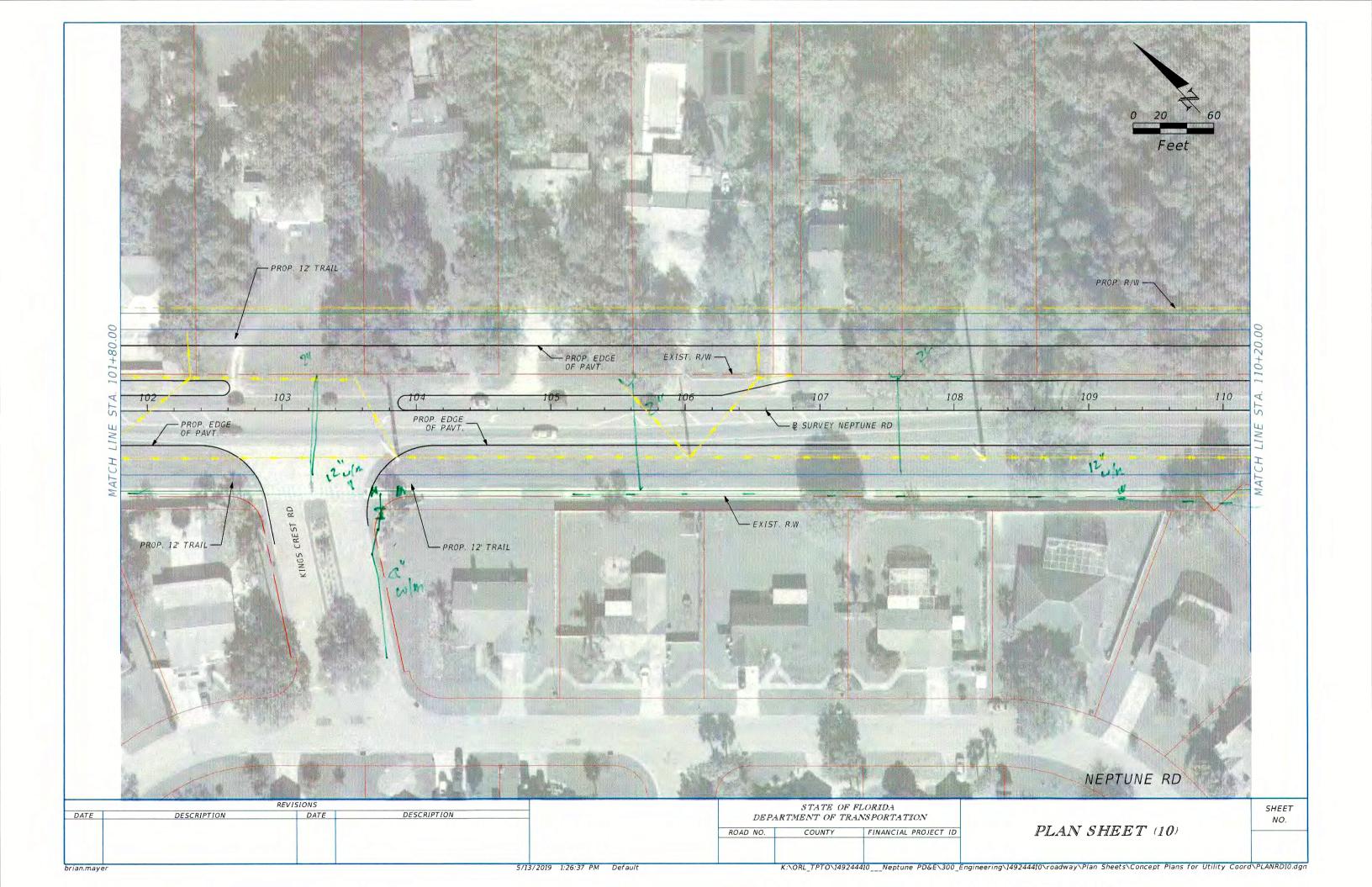


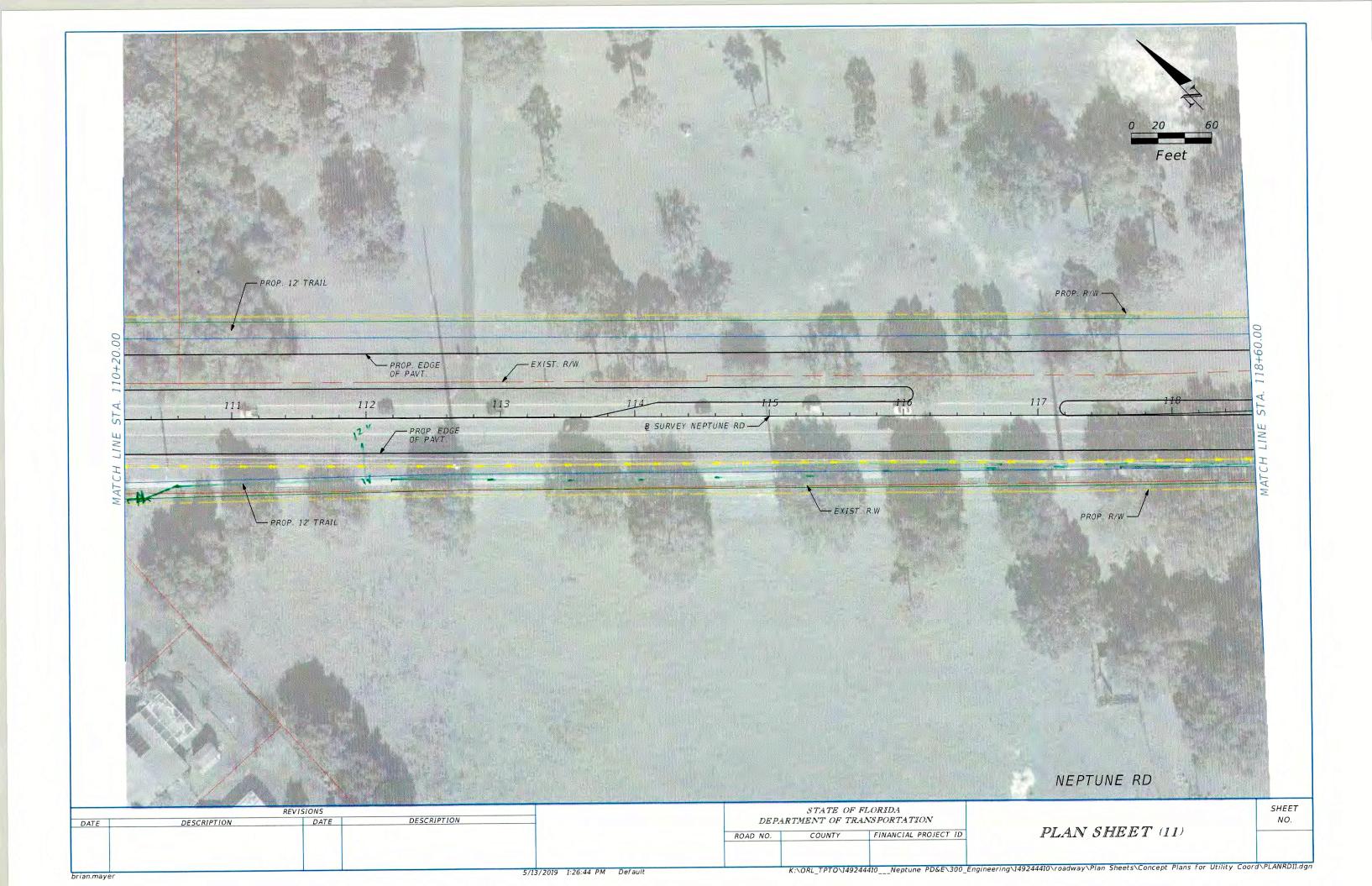


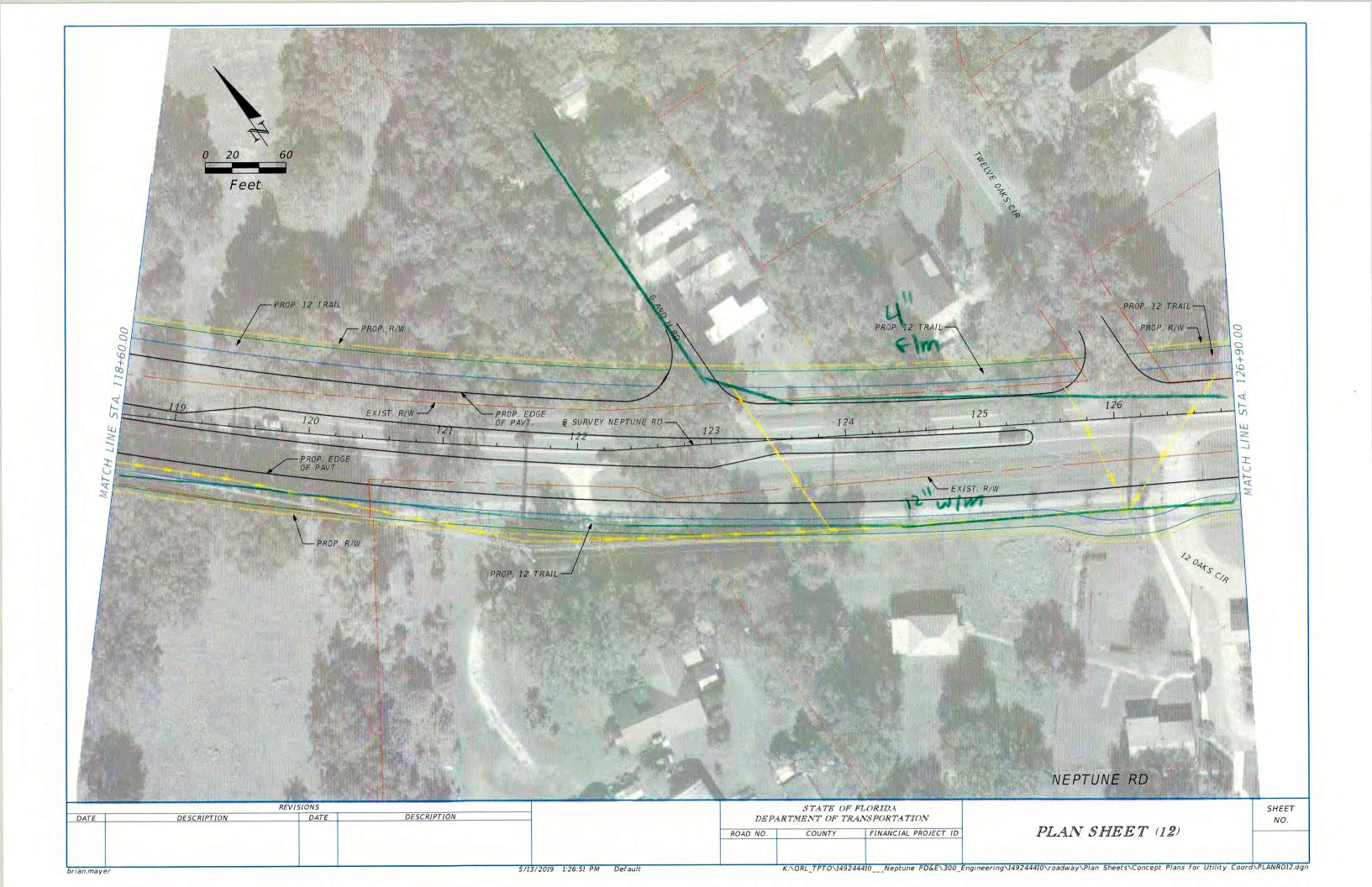


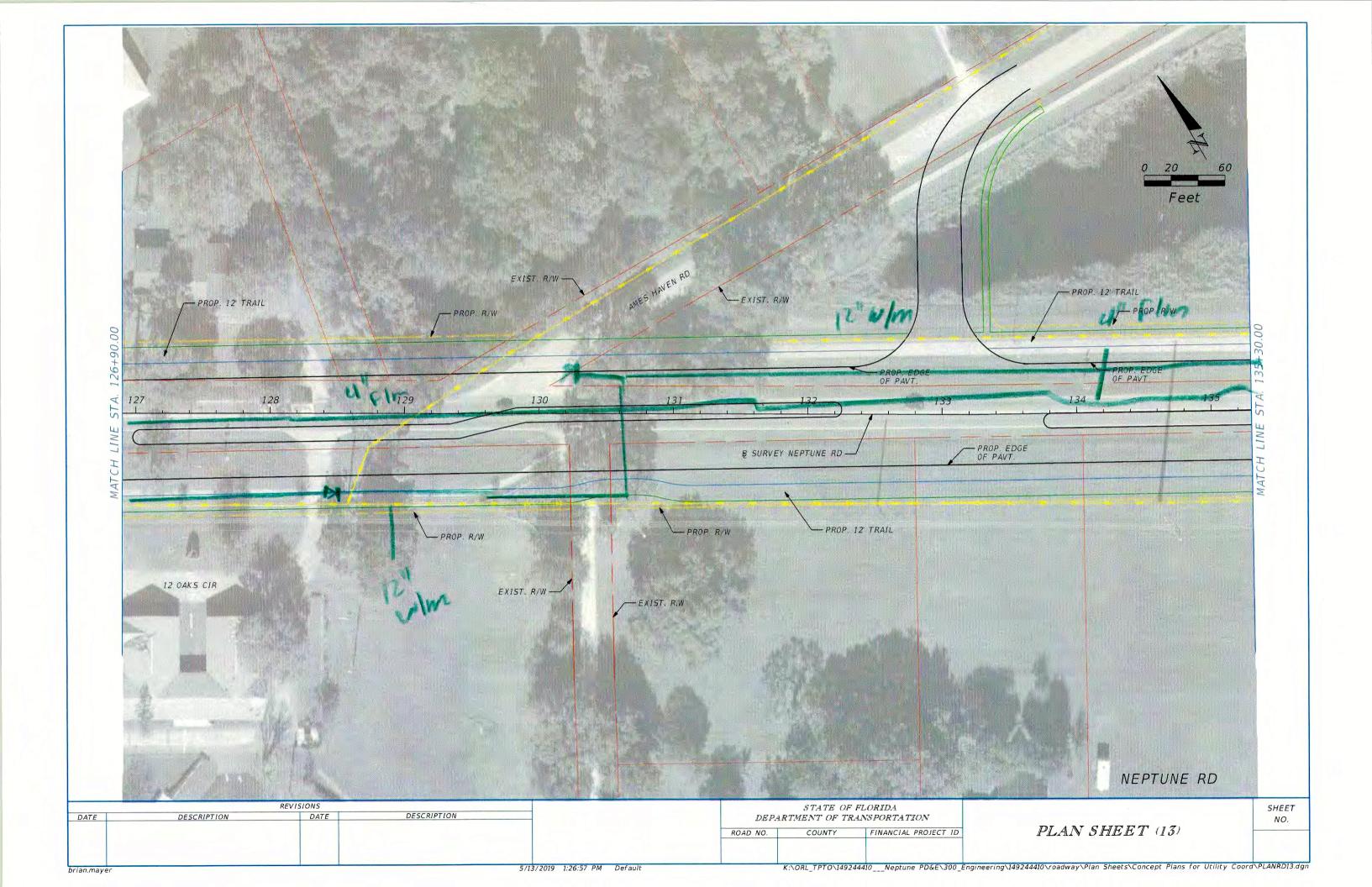


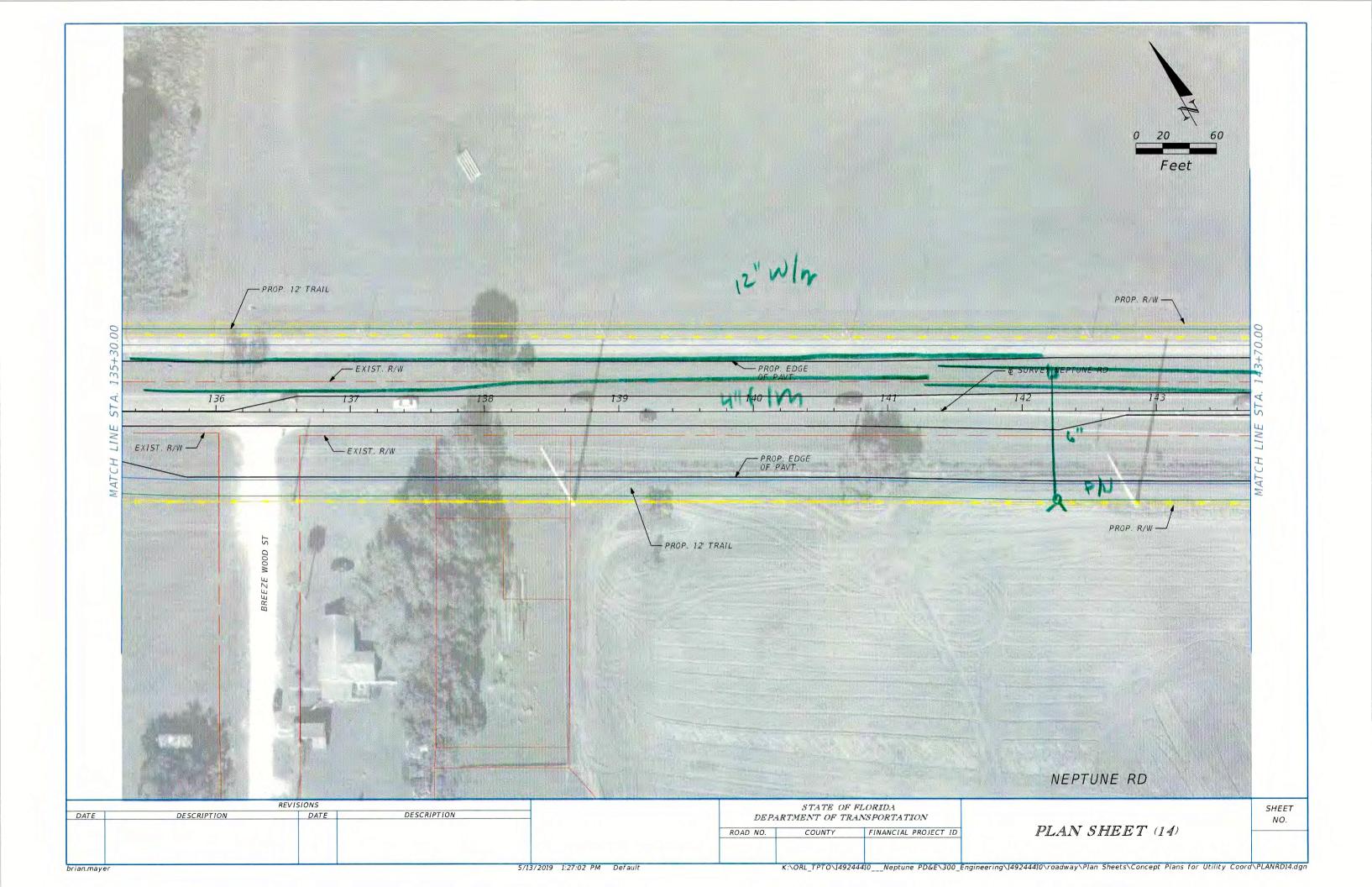


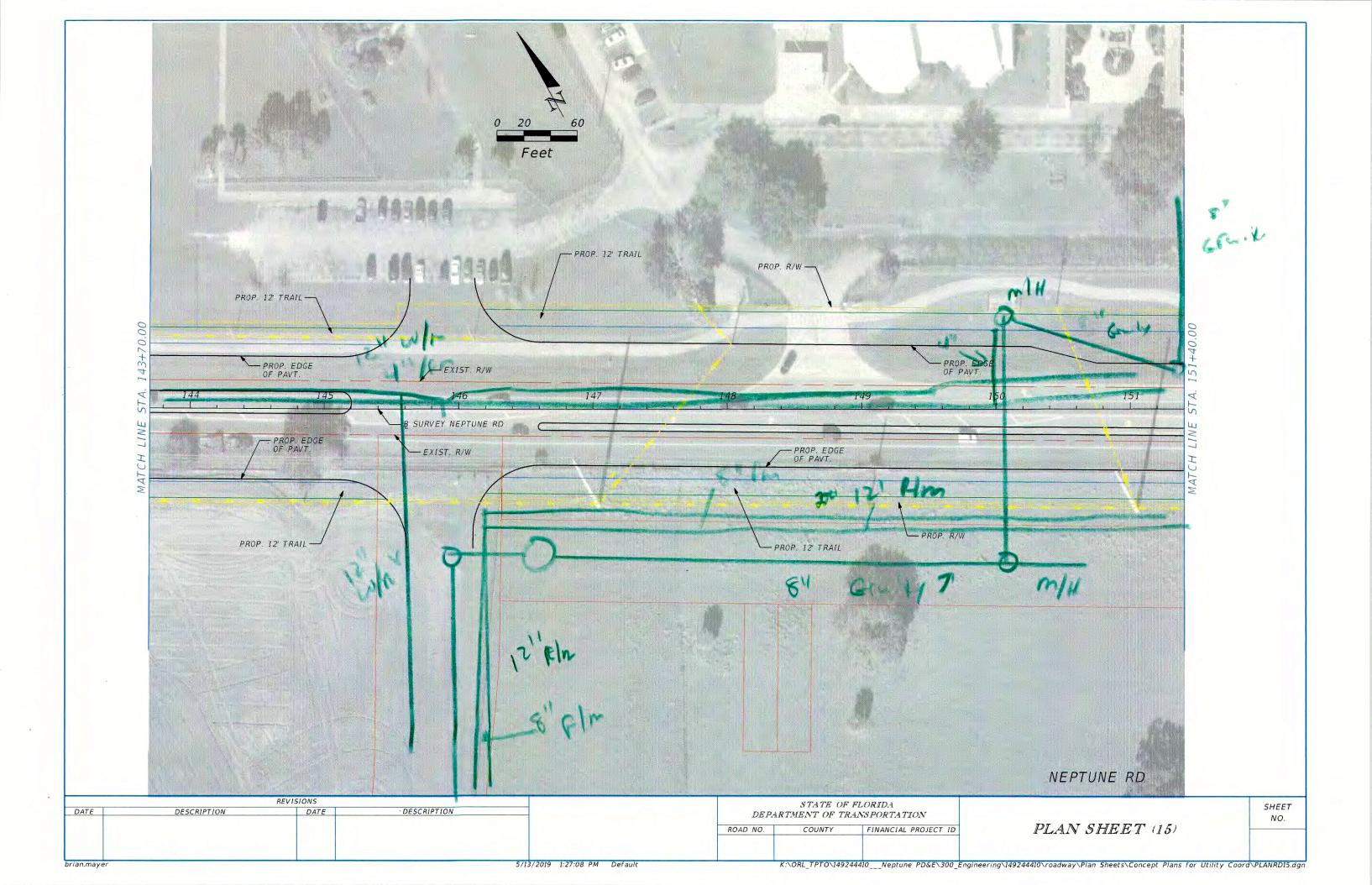


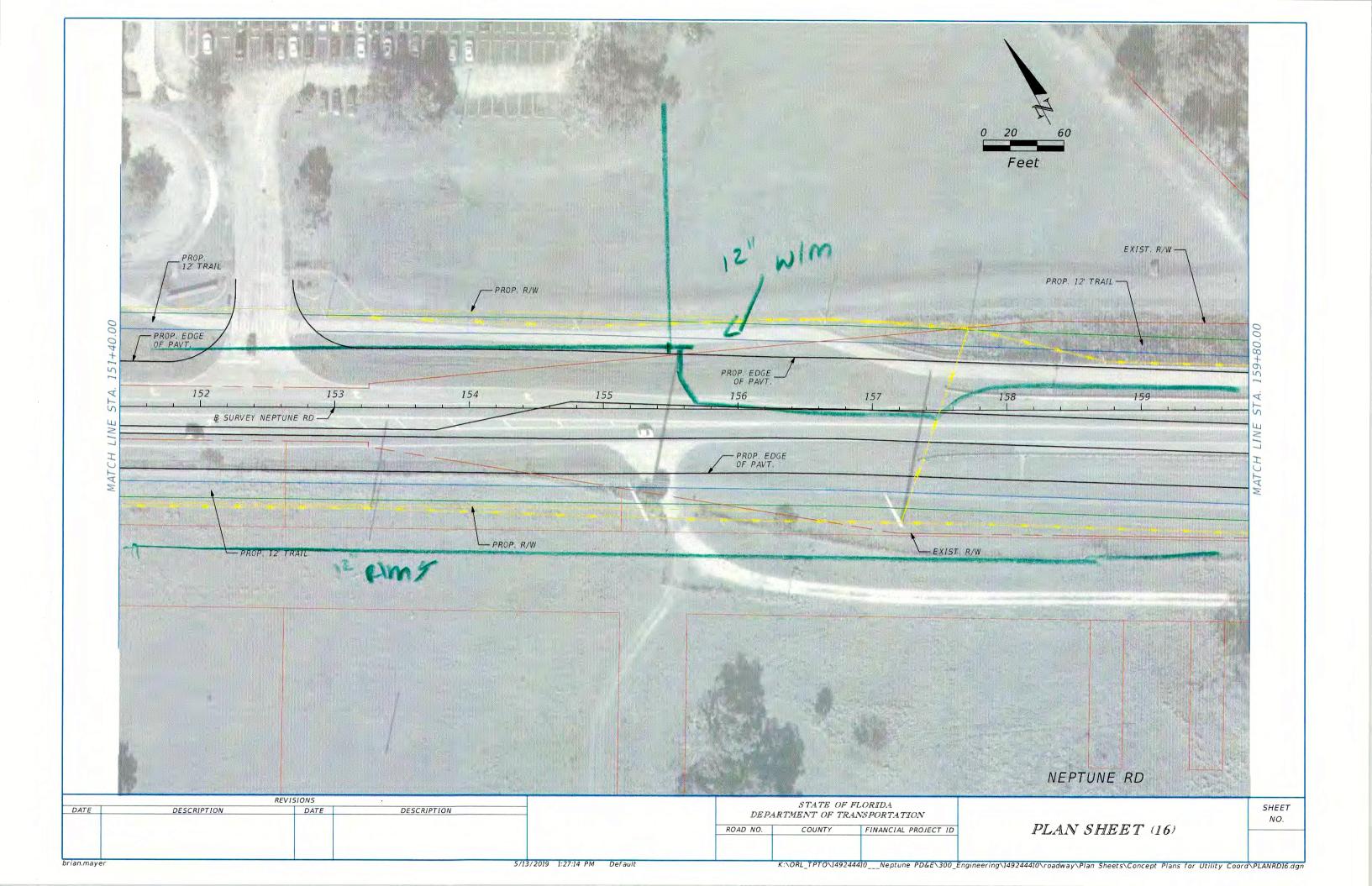


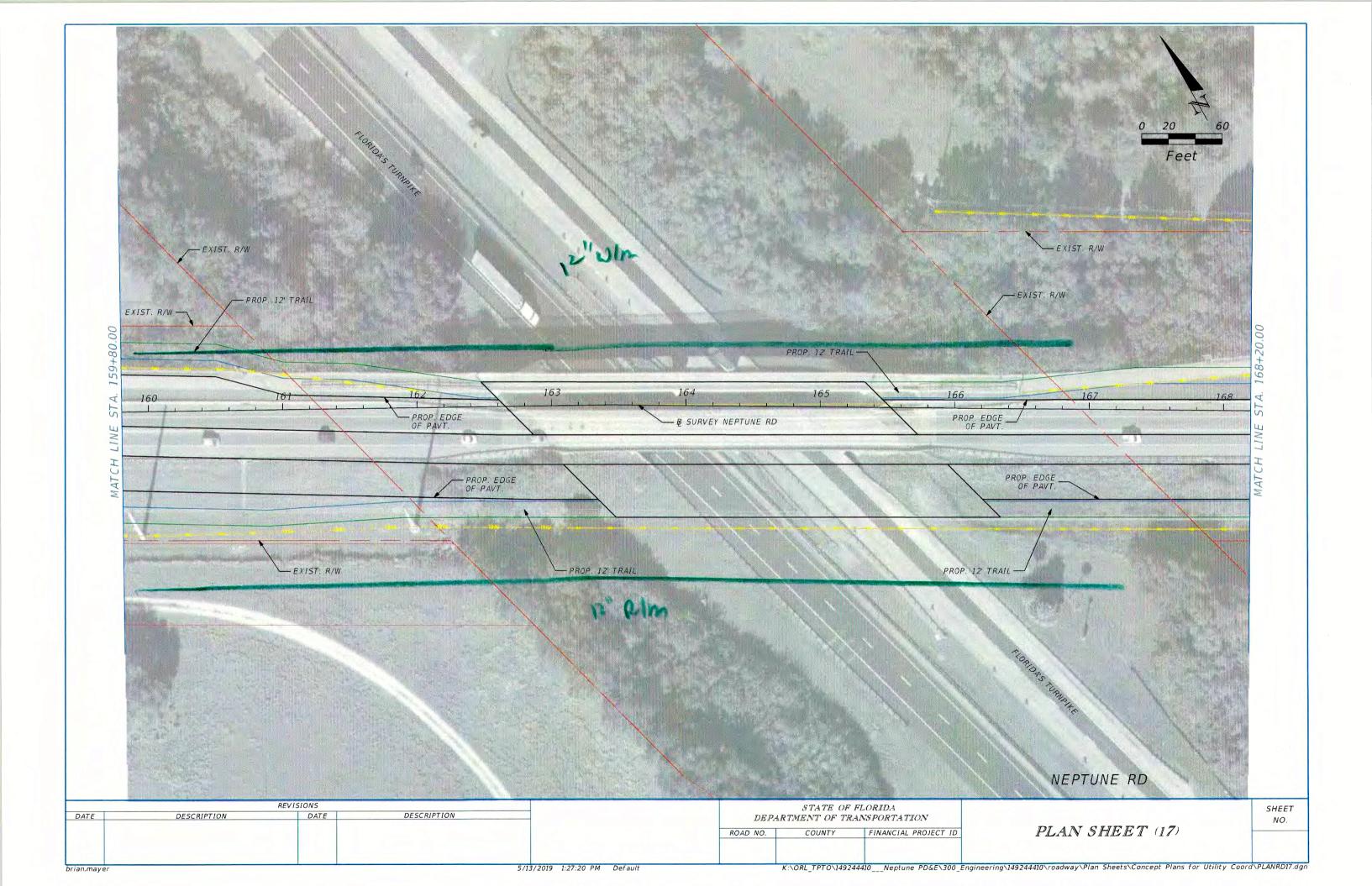


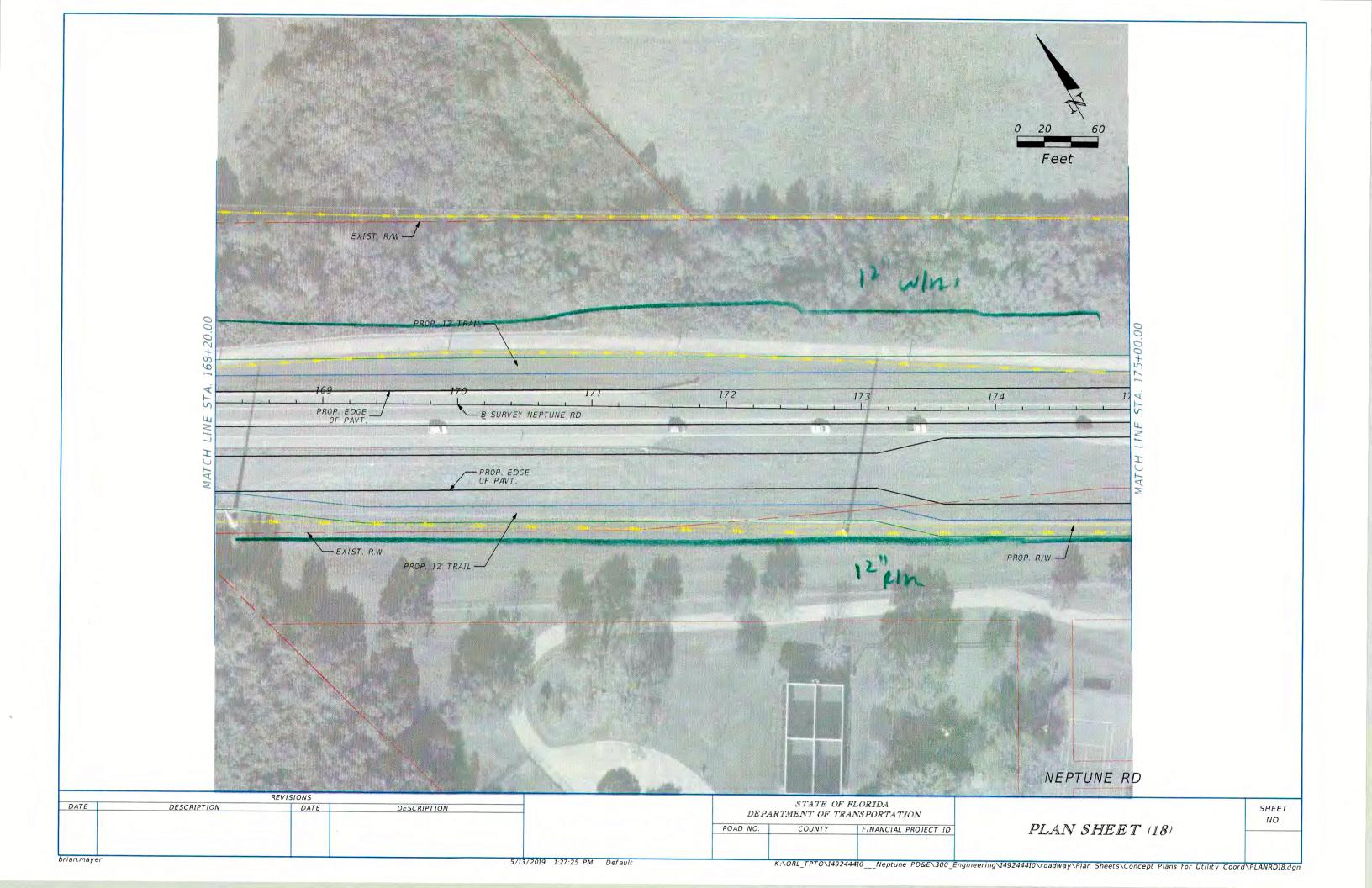


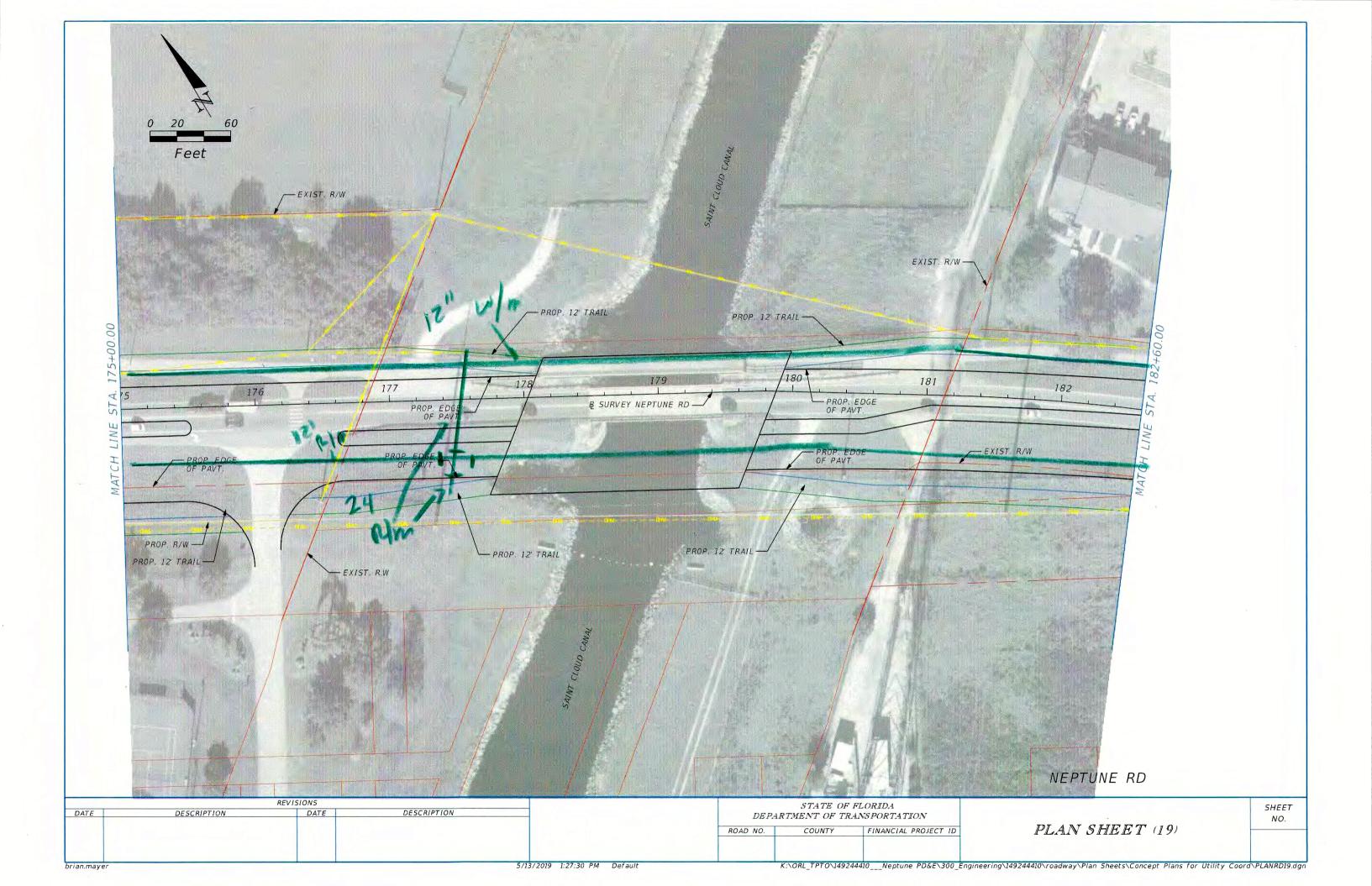


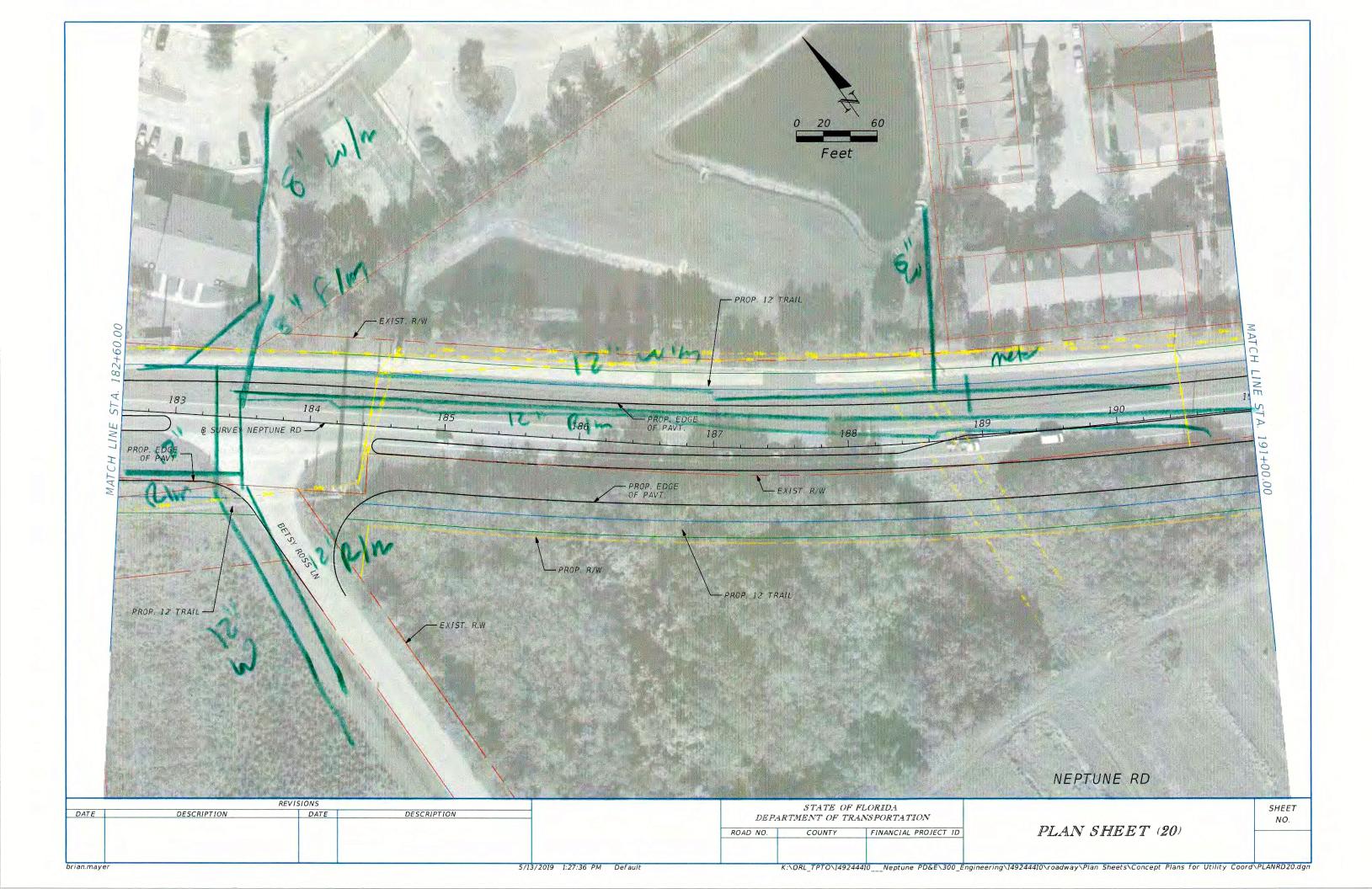


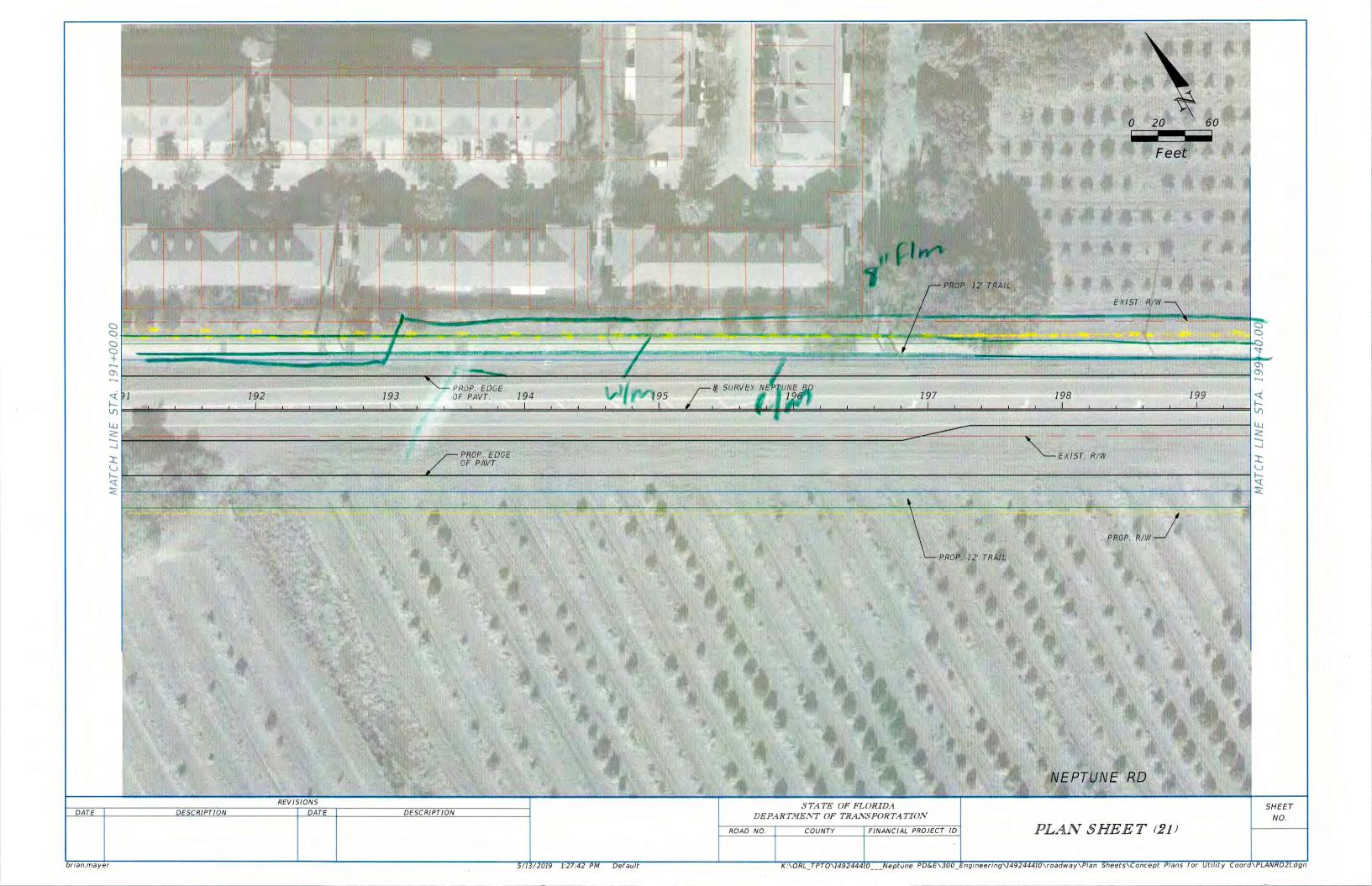


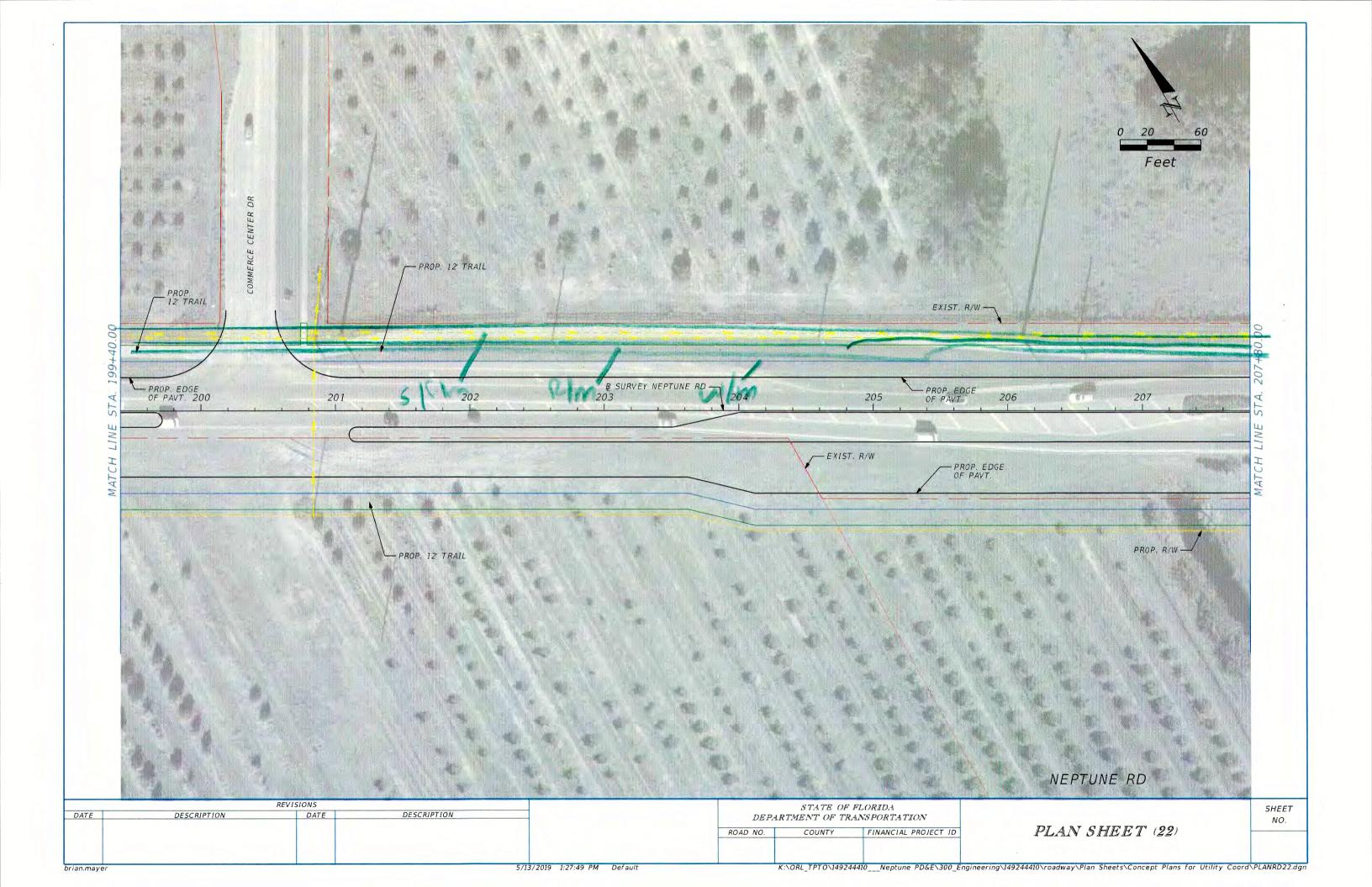


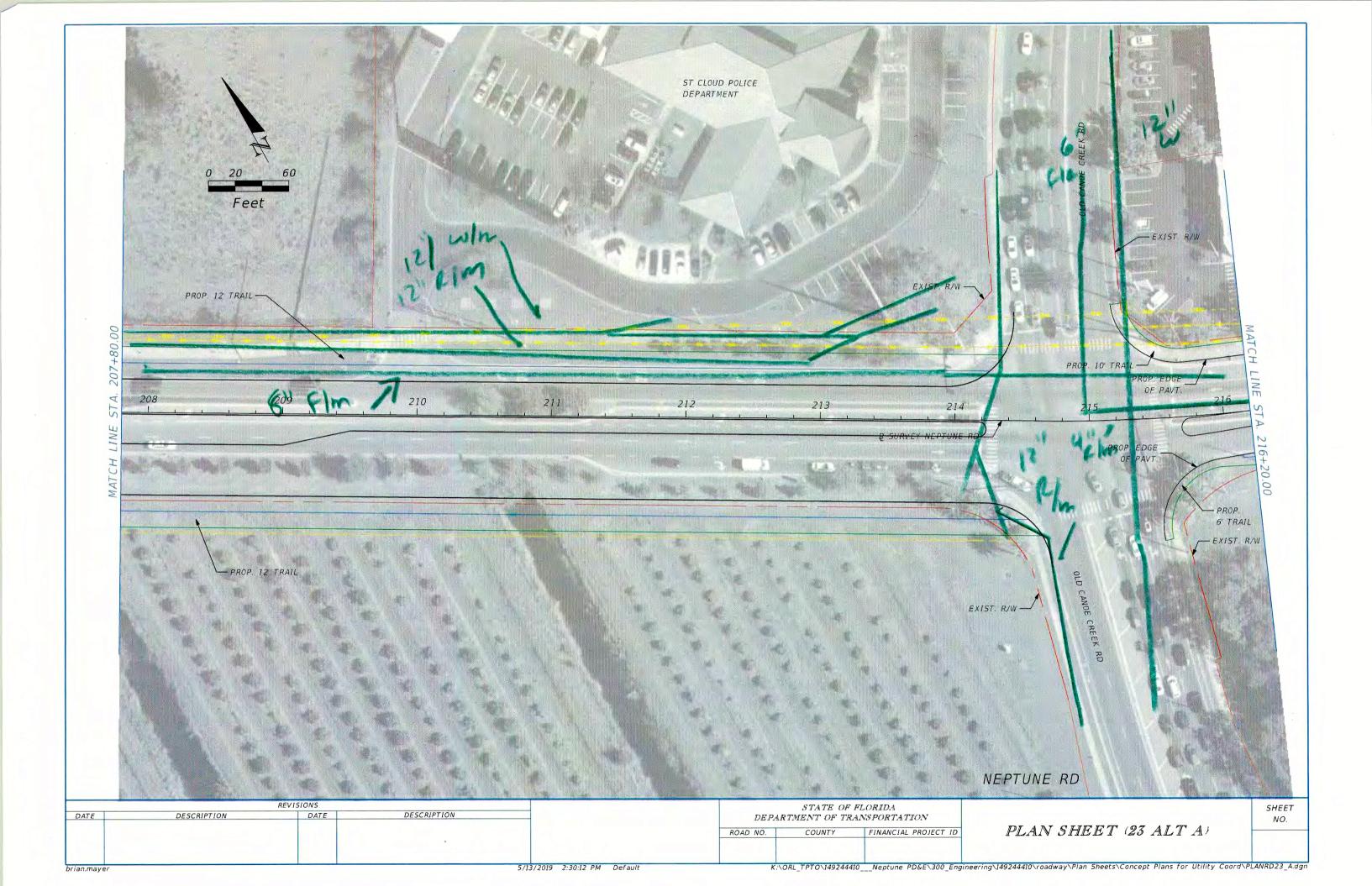


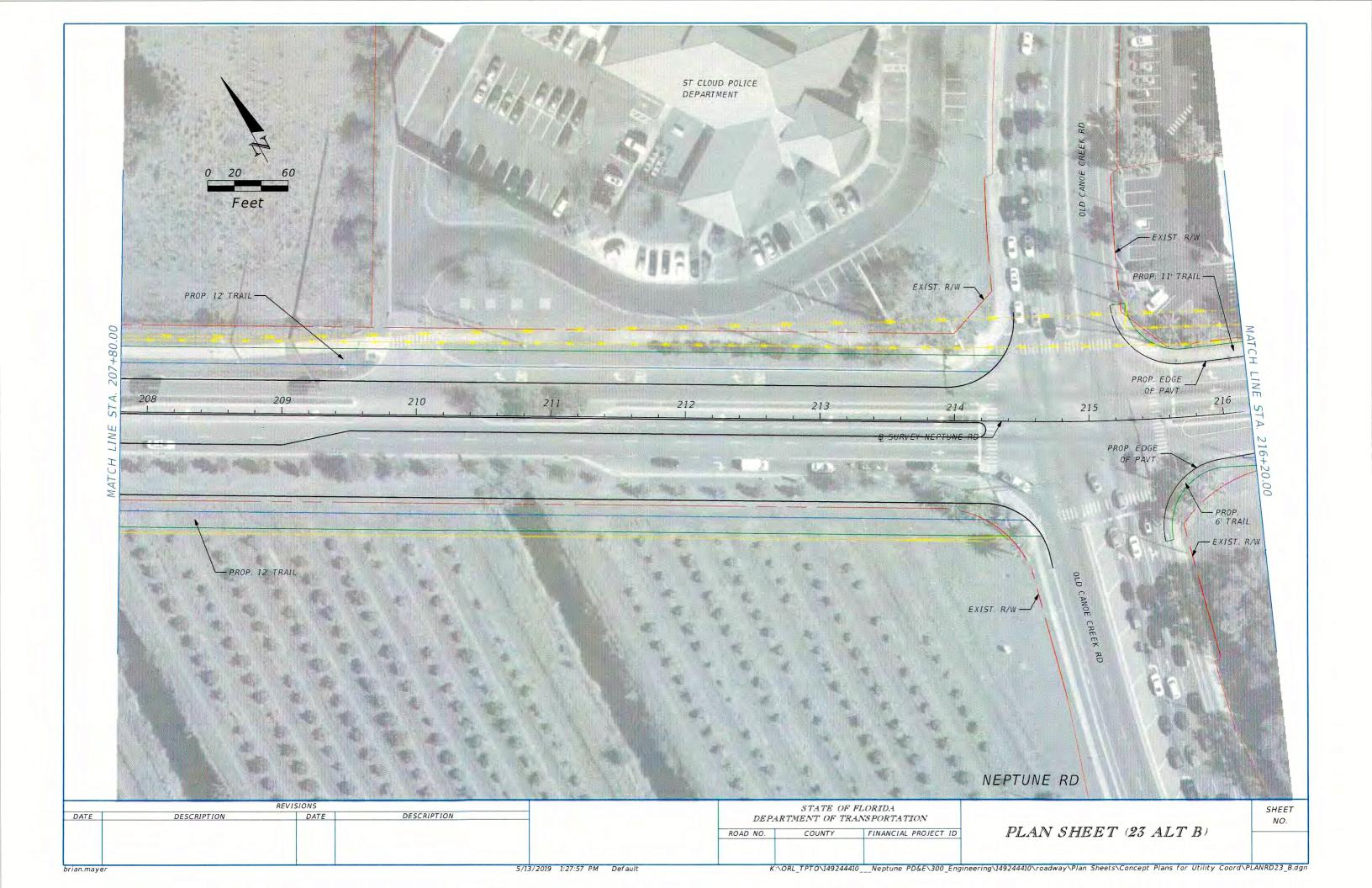


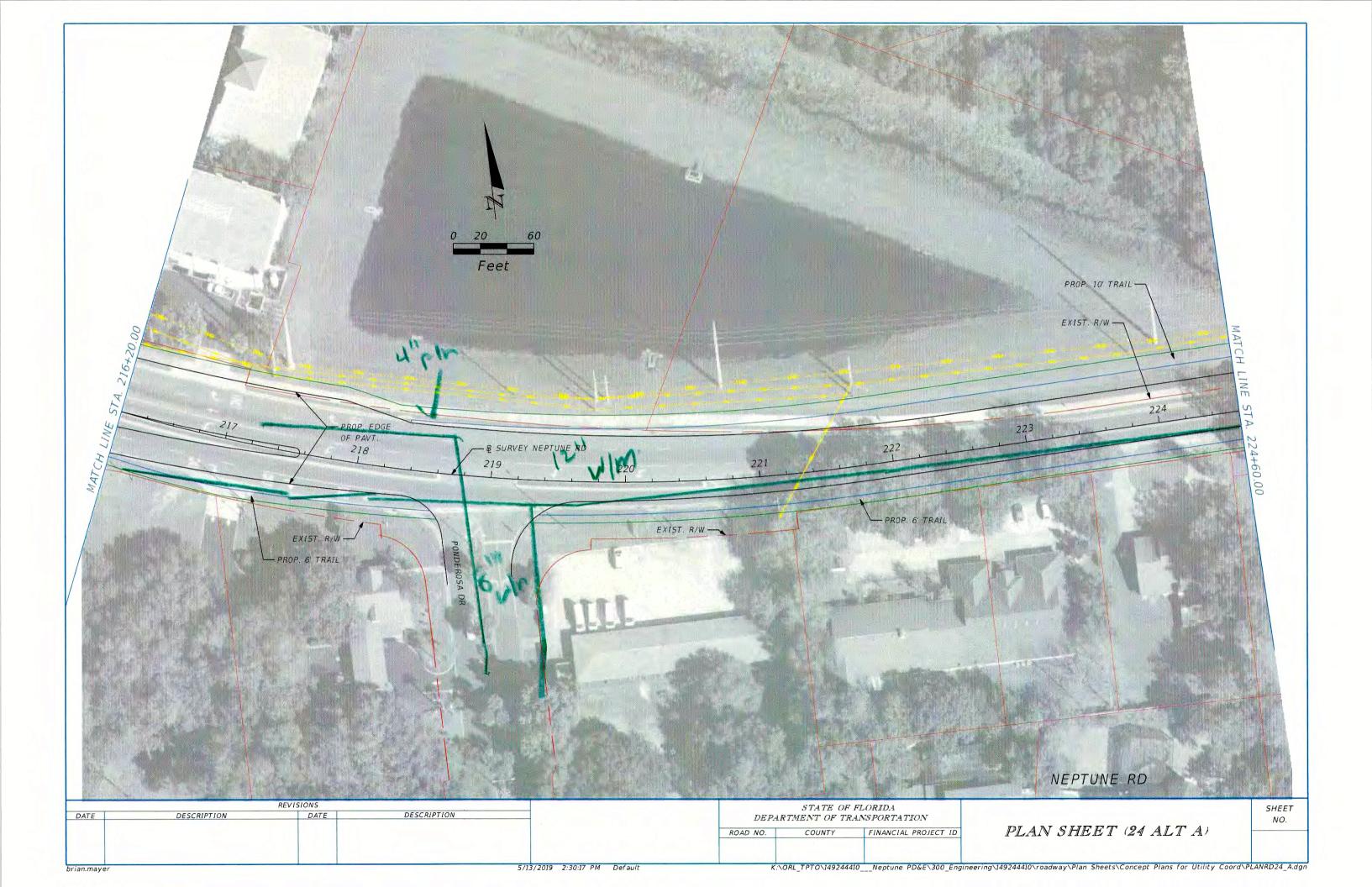


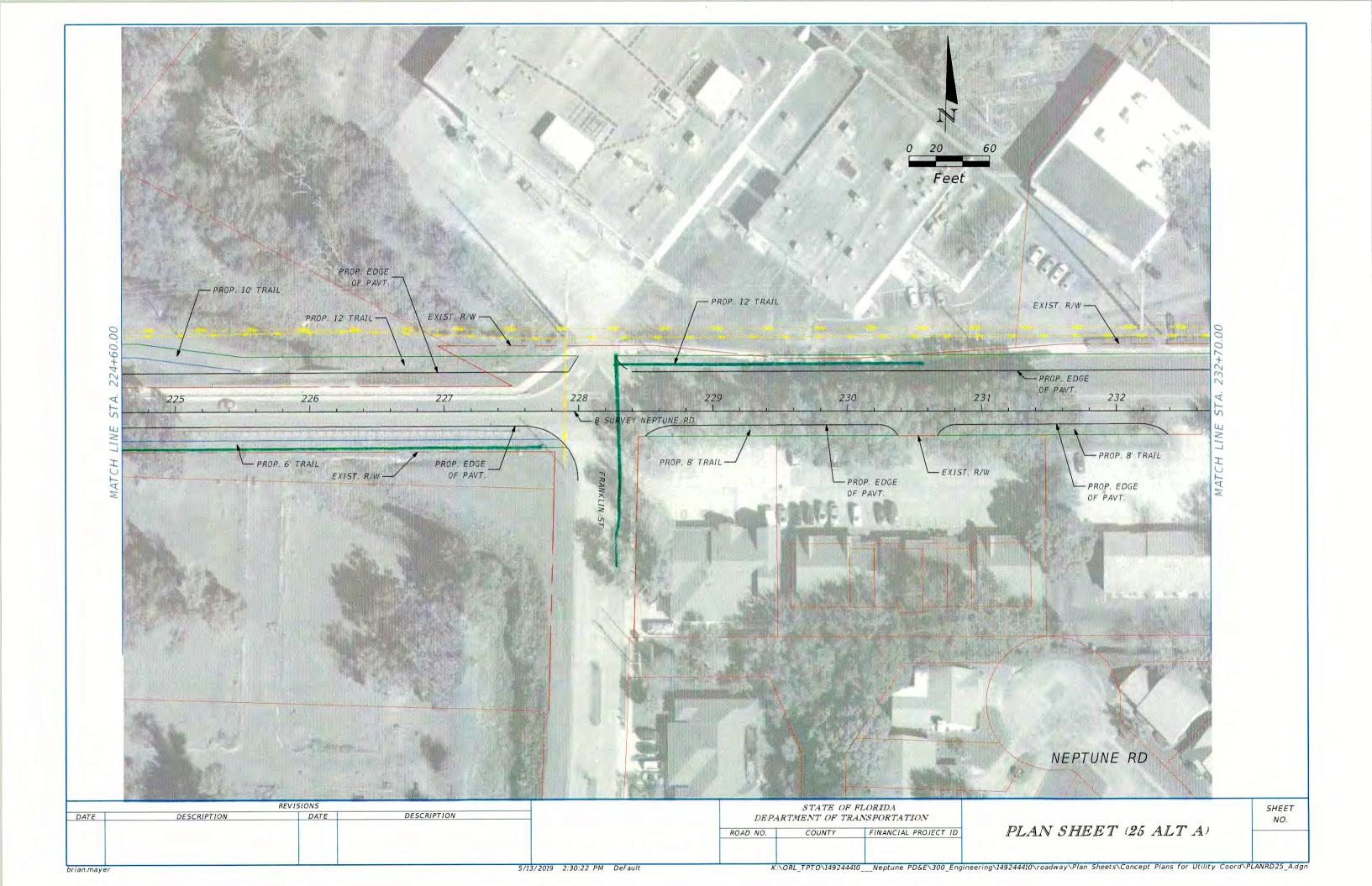


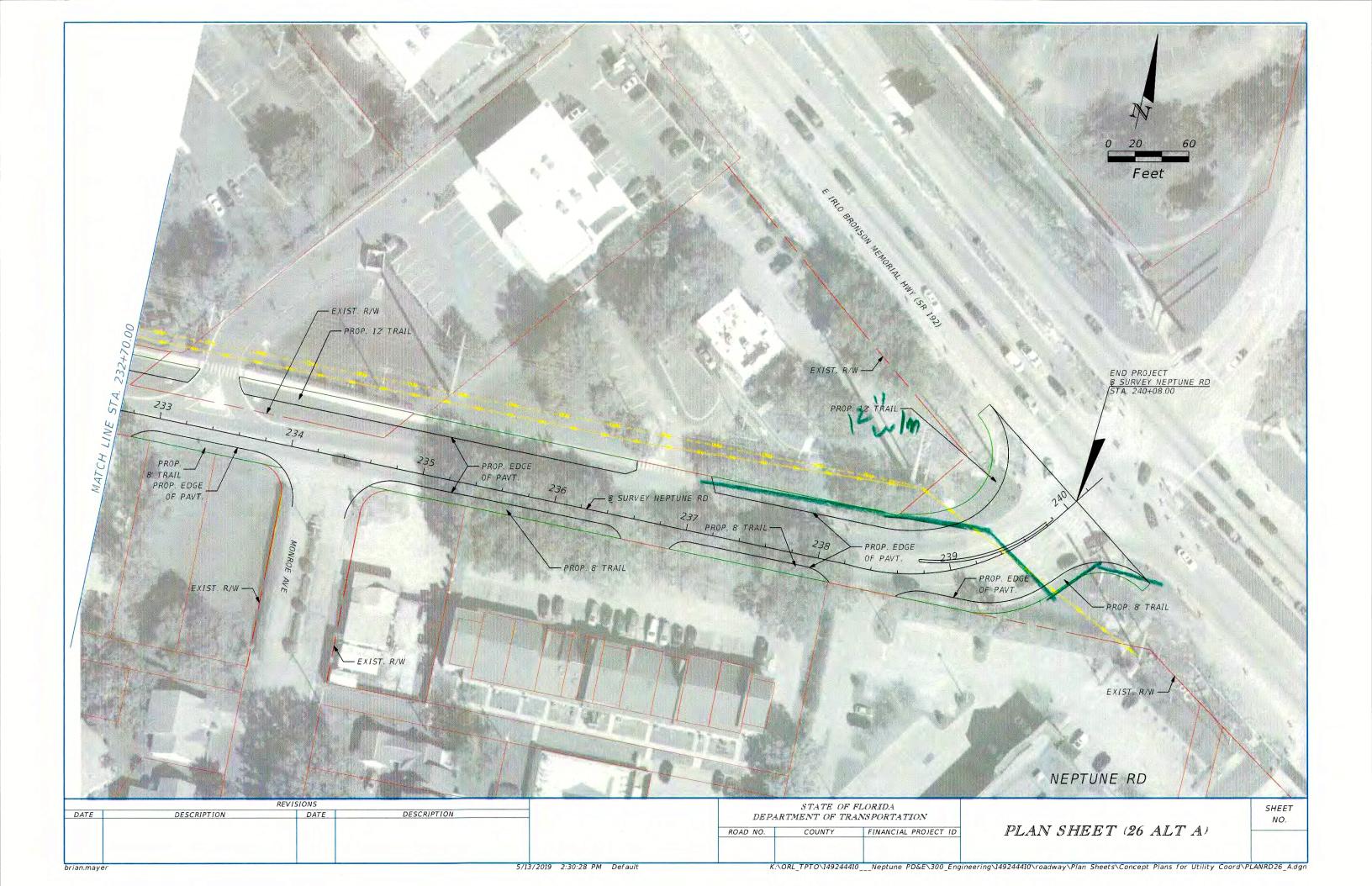




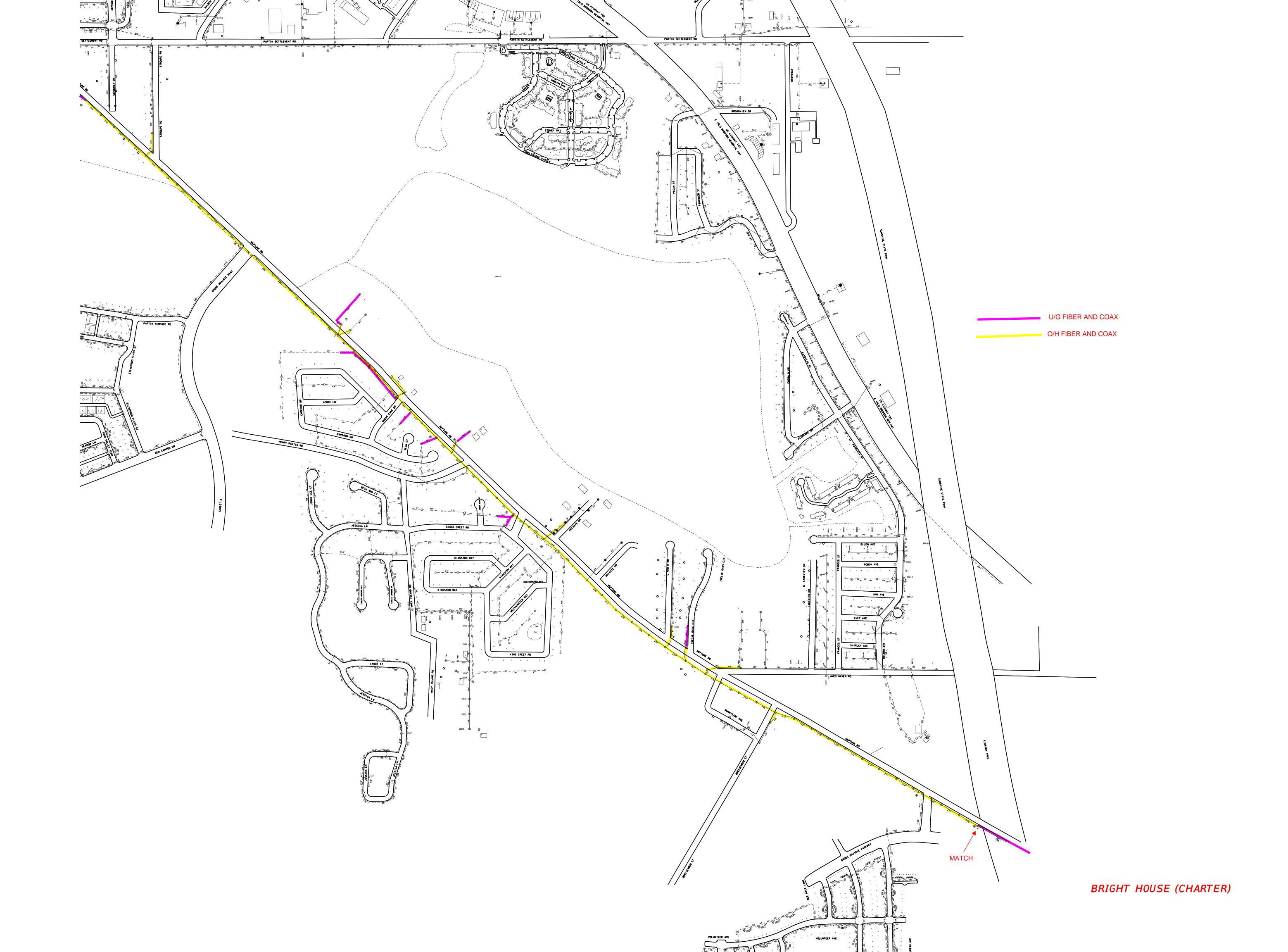


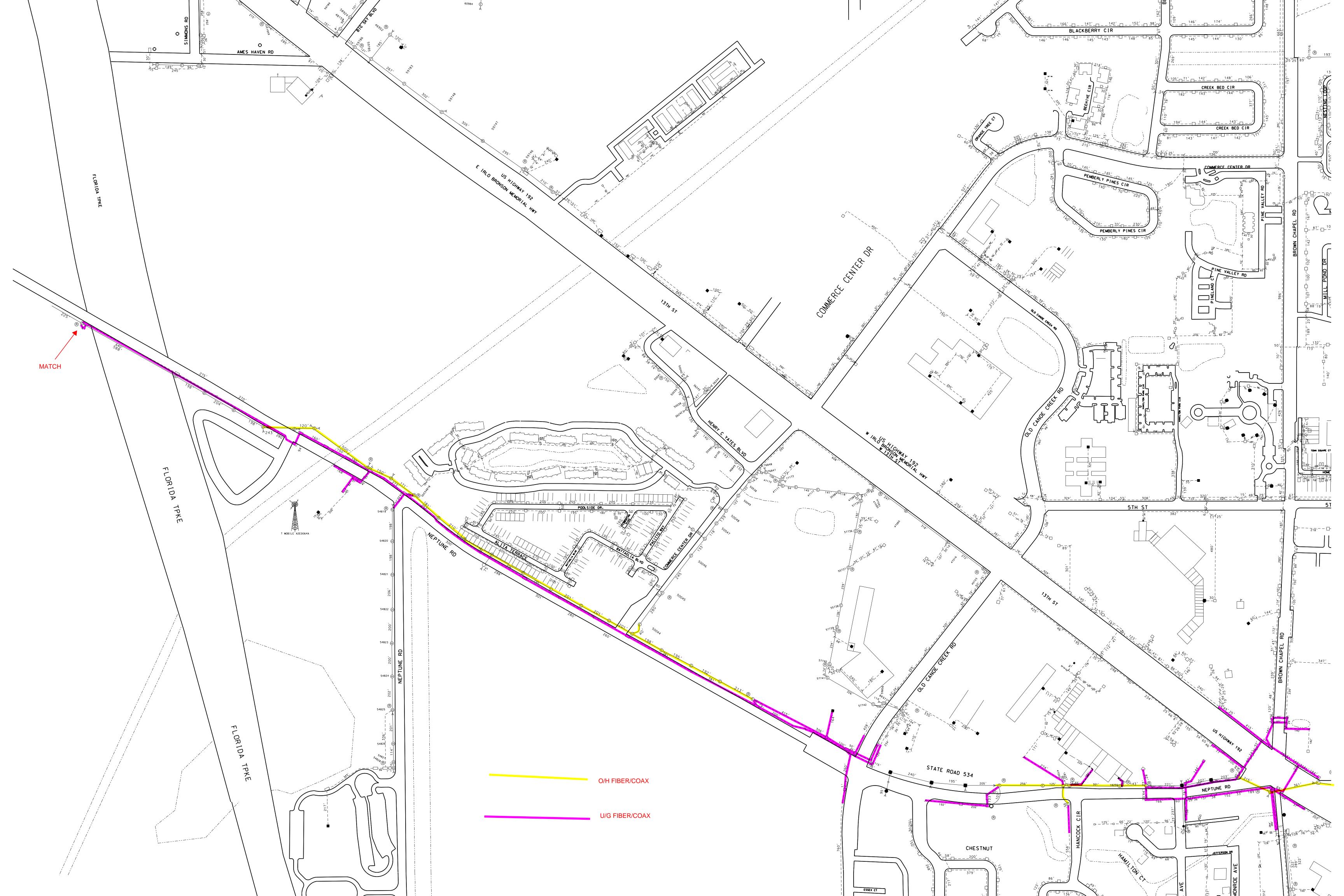




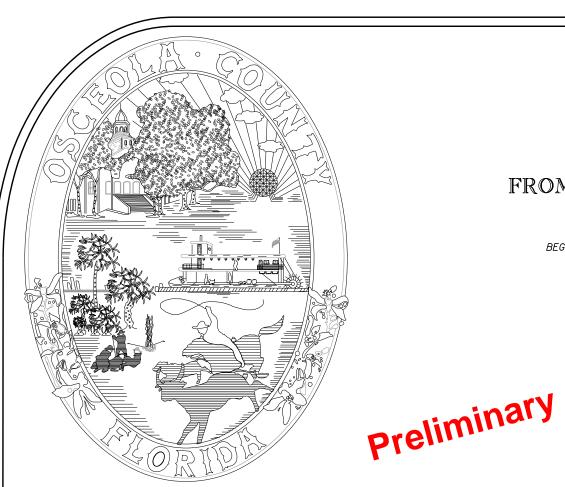


**Bright House Networks (Charter)** 





Florida Gas Transmission



# PLANS OF PROPOSED NEPTUNE ROAD WIDENING

## FROM PARTIN SETTLEMENT TO SR 192

LENGTH OF PROJECT

240+08.00

BEGIN PROJECT STA. LIN. FT. MILES END PROJECT STA.

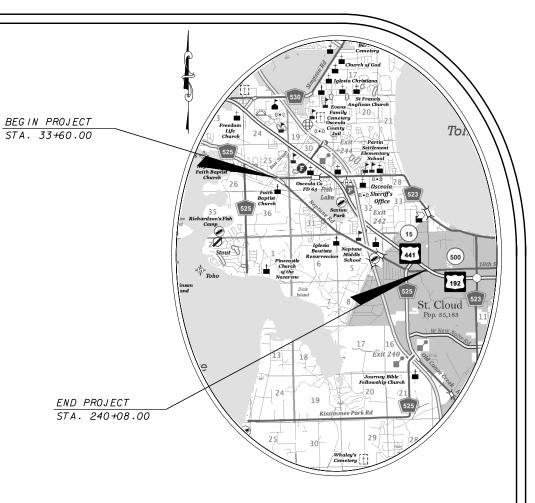
33+60.00 20648 3.911

NOTE: LENGTH OF PROJECT IS BASED ON & SURVEY.



SHEET DESCRIPTION

1 KEY SHEET
2 - 5 PROJECT LAYOUT
6 - 35 PLAN SHEETS



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CERTIFICATE OF AUTHORIZATION No. 696

ROADWAY PLANS ENGINEER OF RECORD:	L. FREDERICK BURKETT, P.
DATE:	

P.E. NO.: 45825

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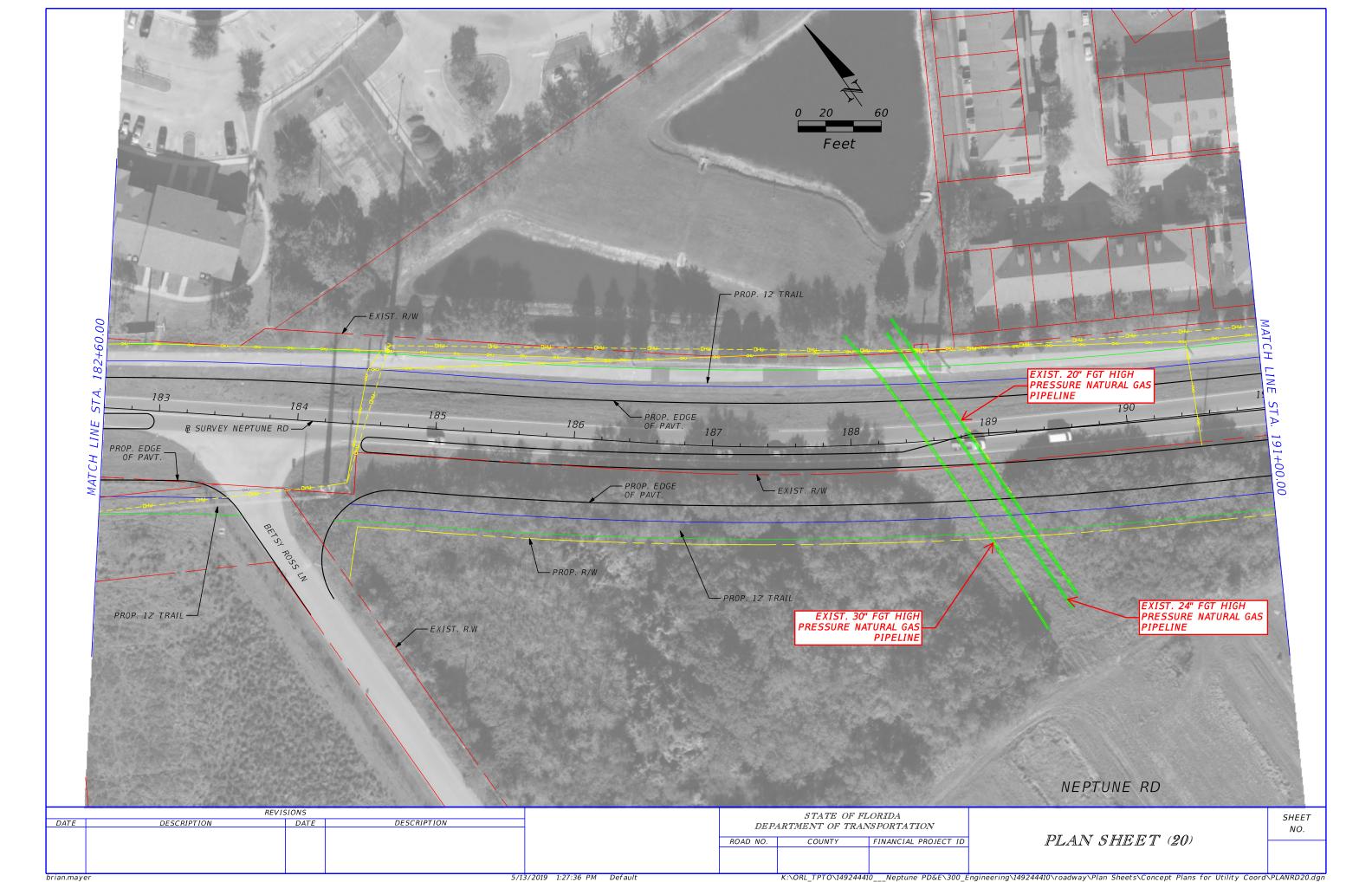
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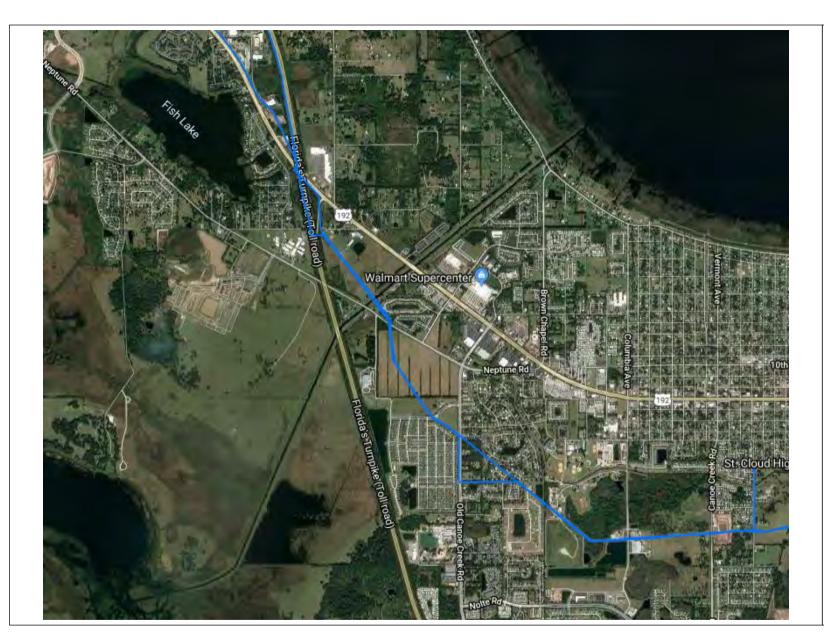
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FLORIDA GAS TRANSMISSION





#### Legend

- Gas Transmission Pipelines
- Hazardous Liquid Pipelines

Pipelines depicted on this map represent gas transmission and hazardous liquid lines only. Gas gathering and gas distribution systems are not represented.

This map should never be used as a substitute for contacting a one-call center prior to excavation activities. Please call 811 before any digging occurs.

Questions regarding this map or its contents can be directed to npms@dot.gov.

Projection: Geographic

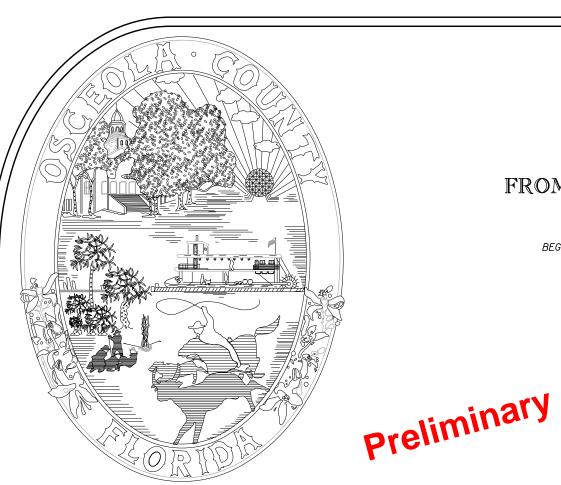
Datum: NAD83

Map produced by the Public Viewer application at www.npms.phmsa.dot.gov

Date Printed: Aug 26, 2019



**TOHO Water Authority** 



# PLANS OF PROPOSED NEPTUNE ROAD WIDENING

## FROM PARTIN SETTLEMENT TO SR 192

LENGTH OF PROJECT

BEGIN PROJECT STA. LIN. FT. MILES END PROJECT STA.

33+60.00 20648 3.9II 240+08.00

NOTE: LENGTH OF PROJECT IS BASED ON ₺ SURVEY.

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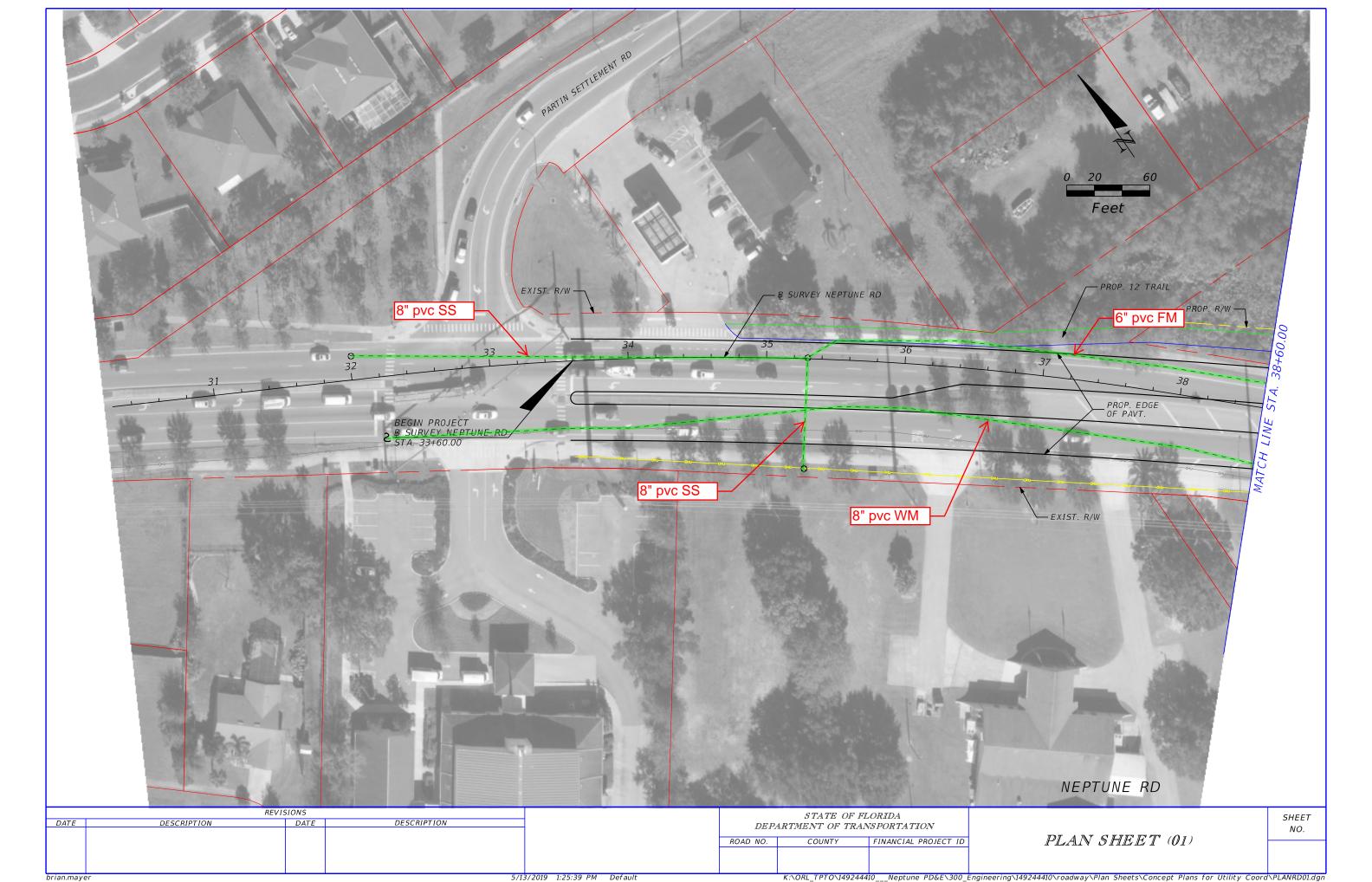
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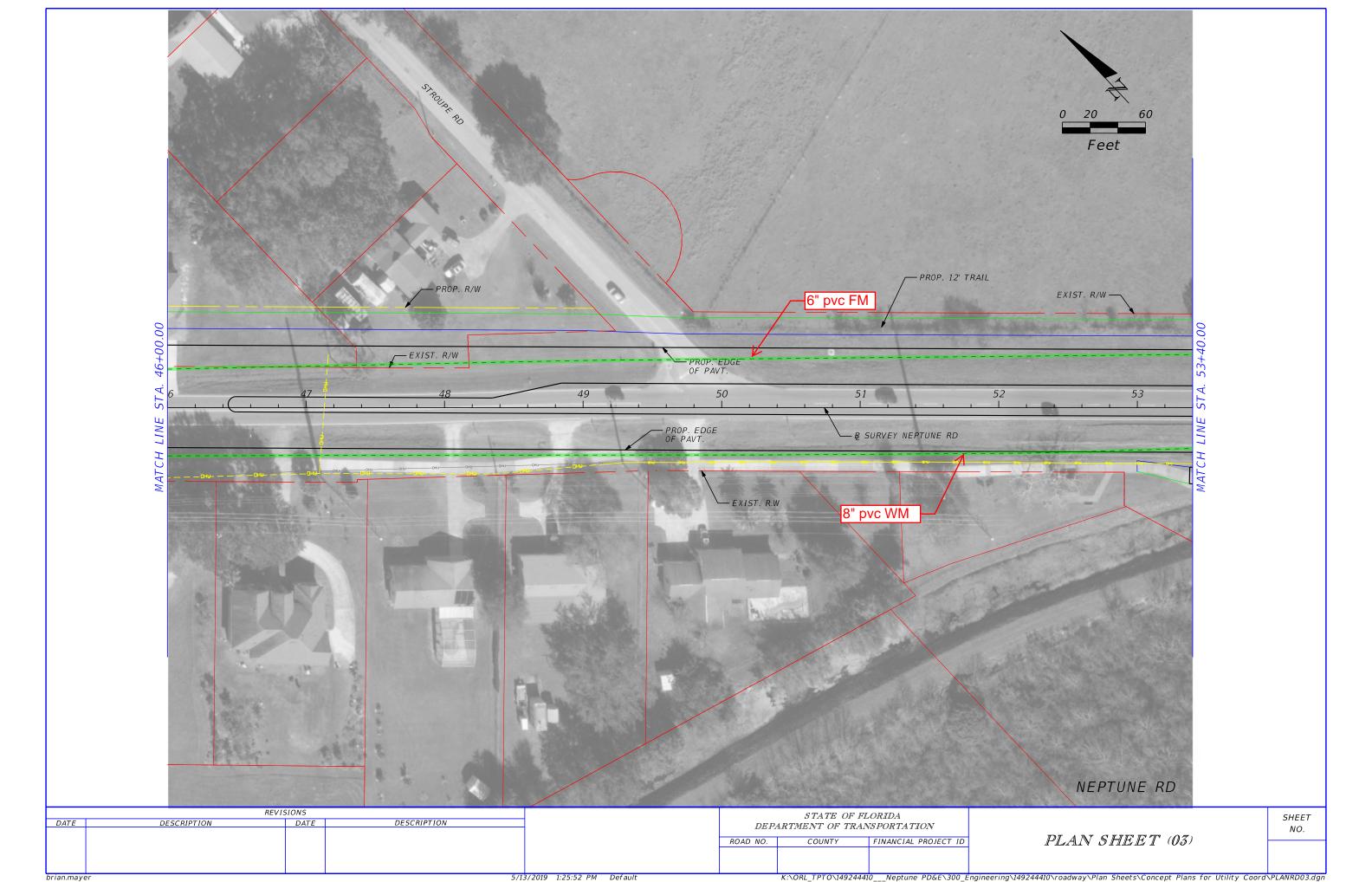
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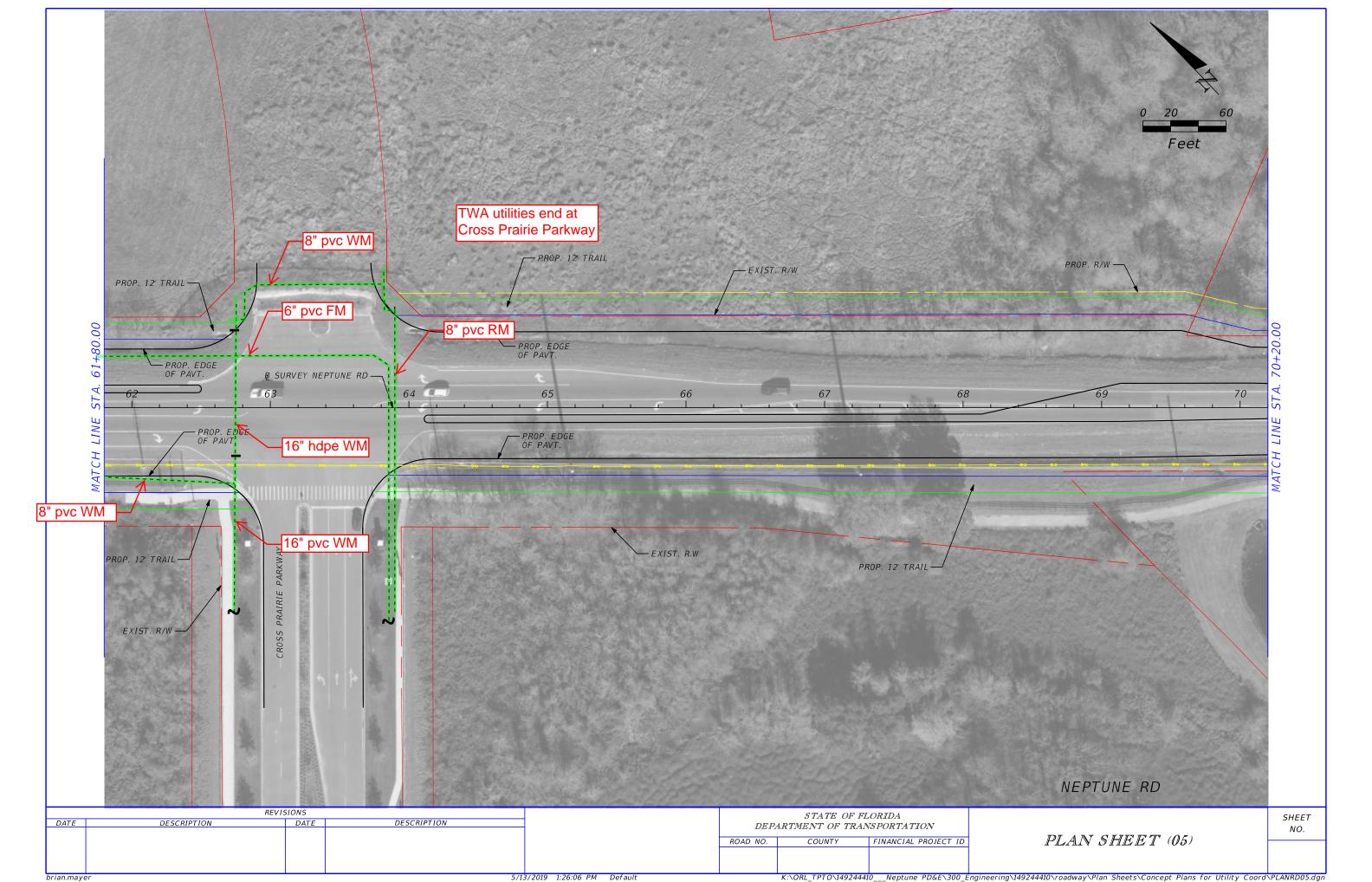
**TWA MARK-UPS 7/17/19** 











CenturyLink



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## FROM PARTIN SETTLEMENT TO SR 192

LENGTH OF PROJECT

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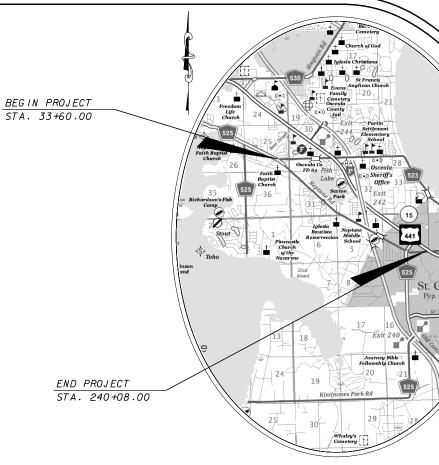
*33+60.00 20648 3.9II 240+08.00* 

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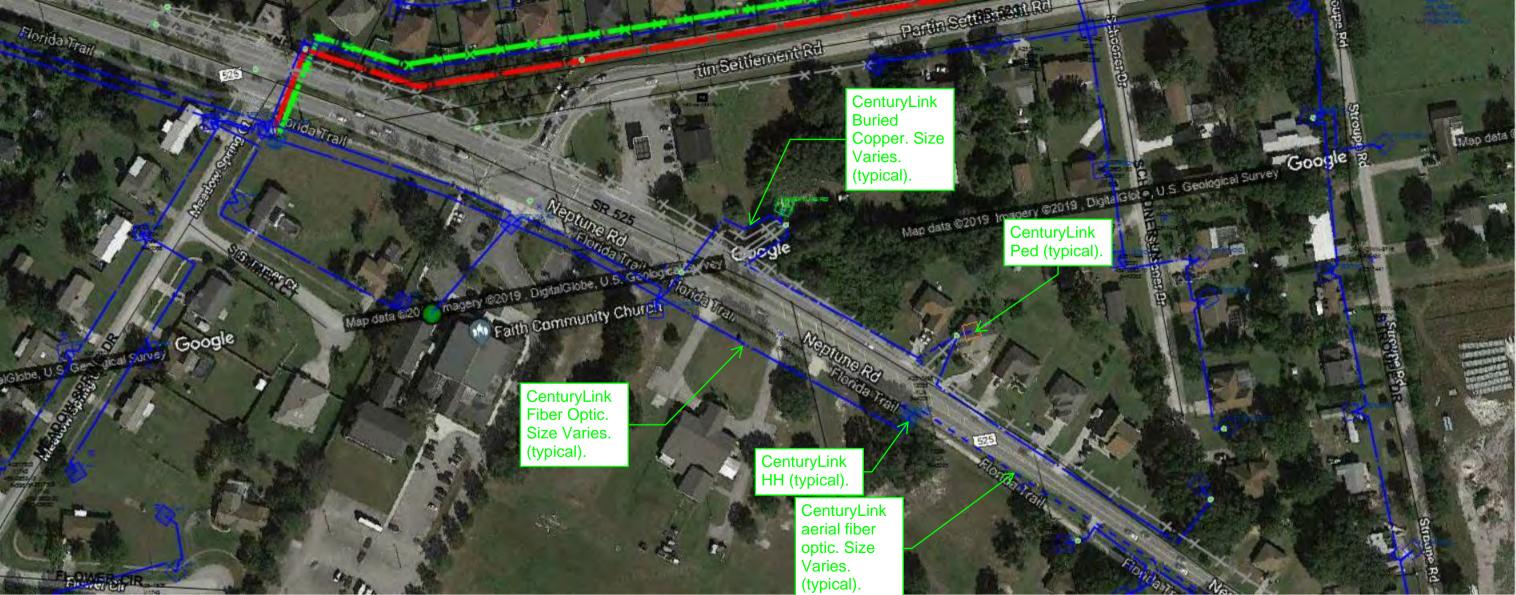
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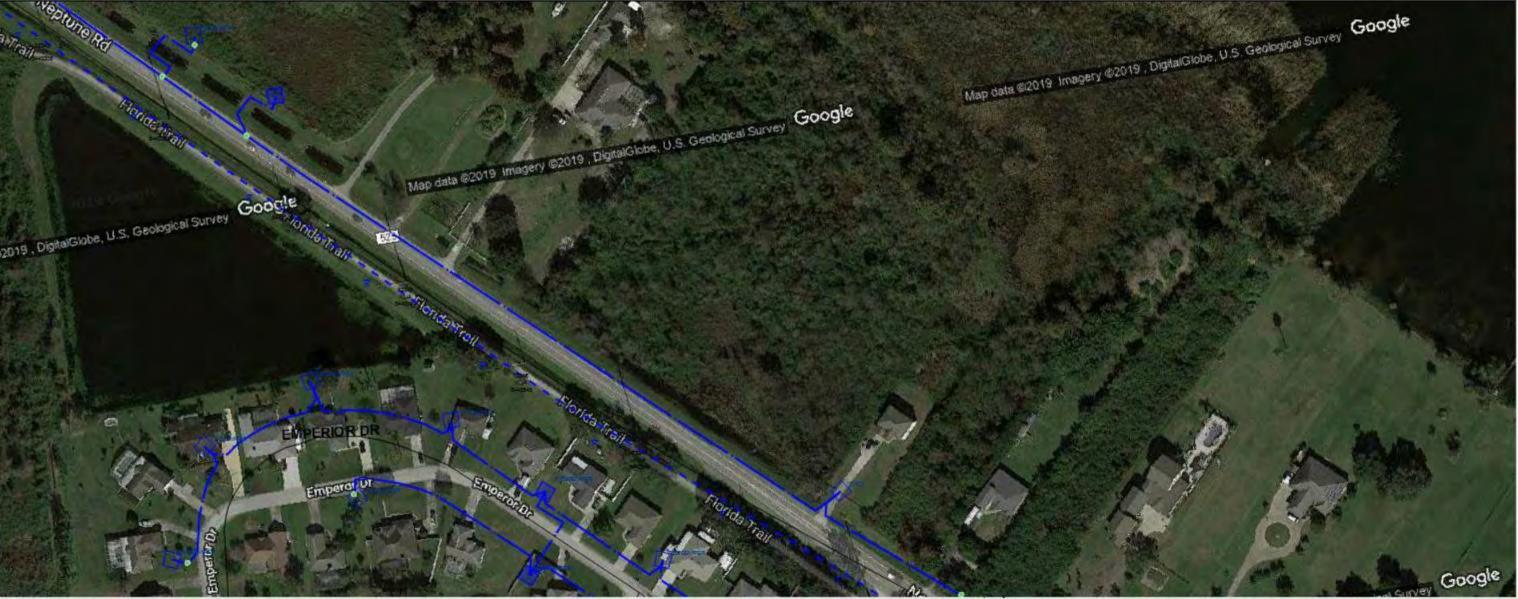
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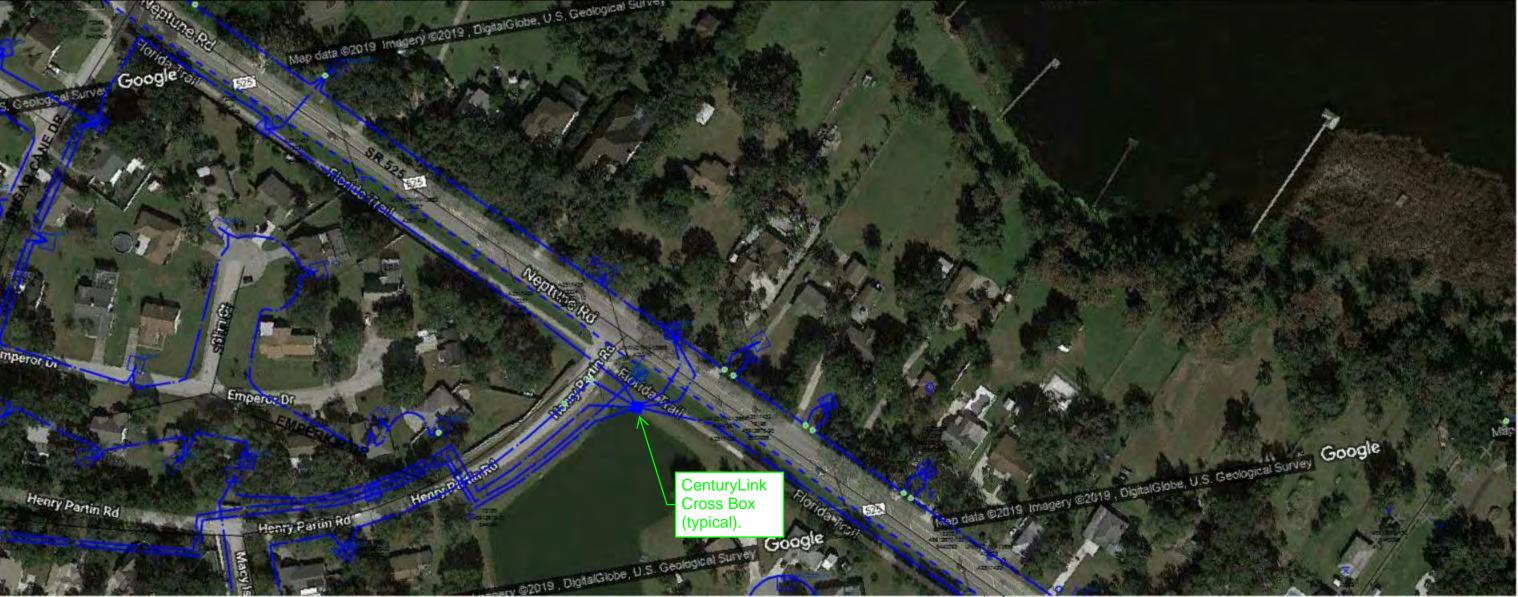
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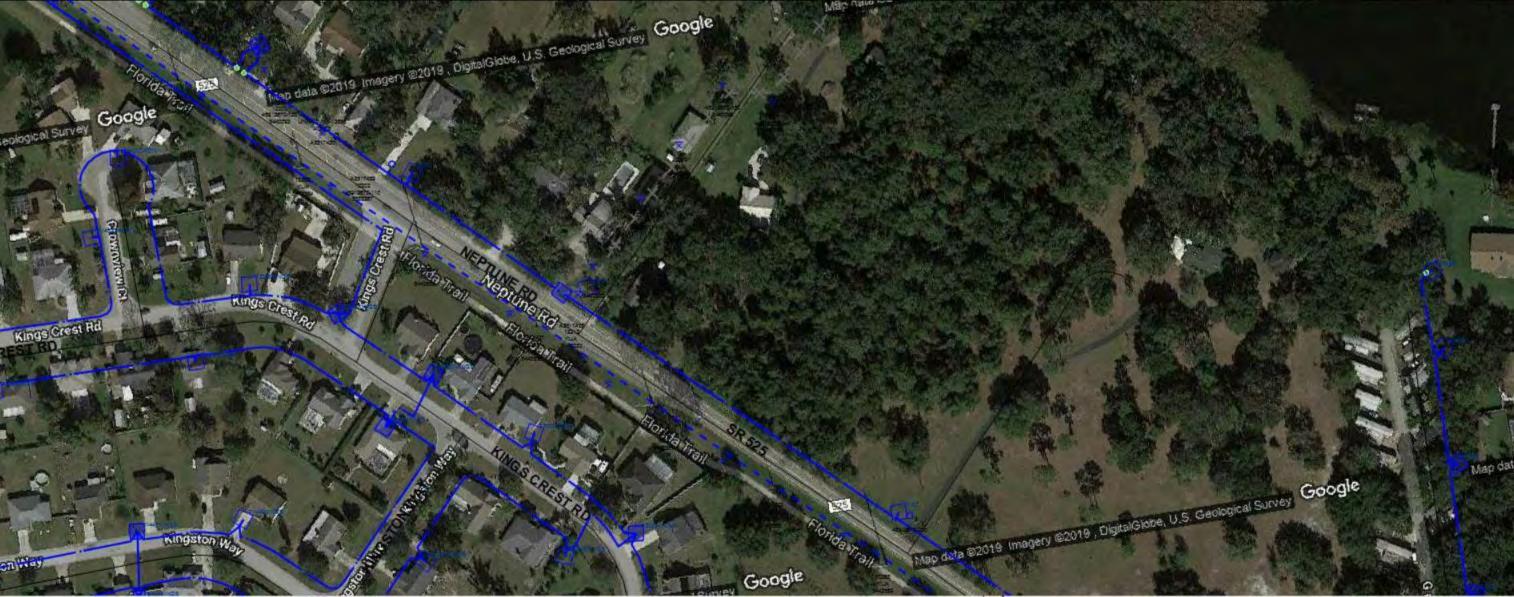


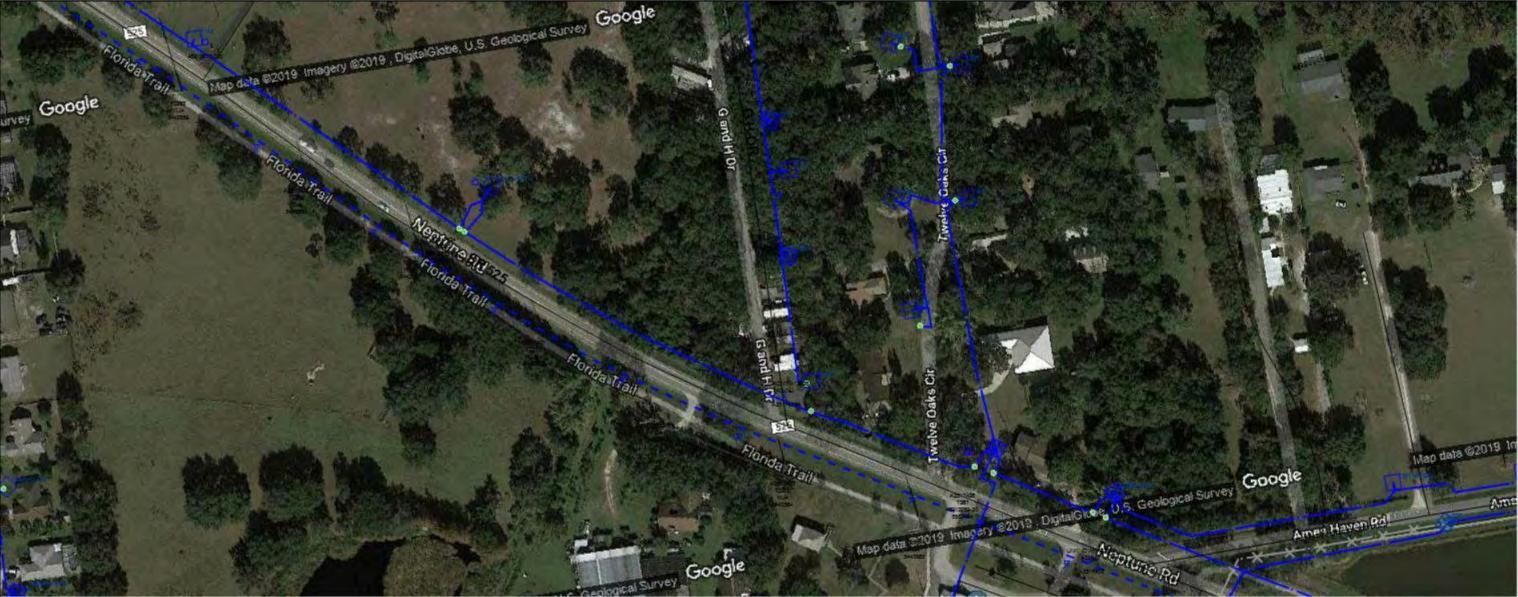


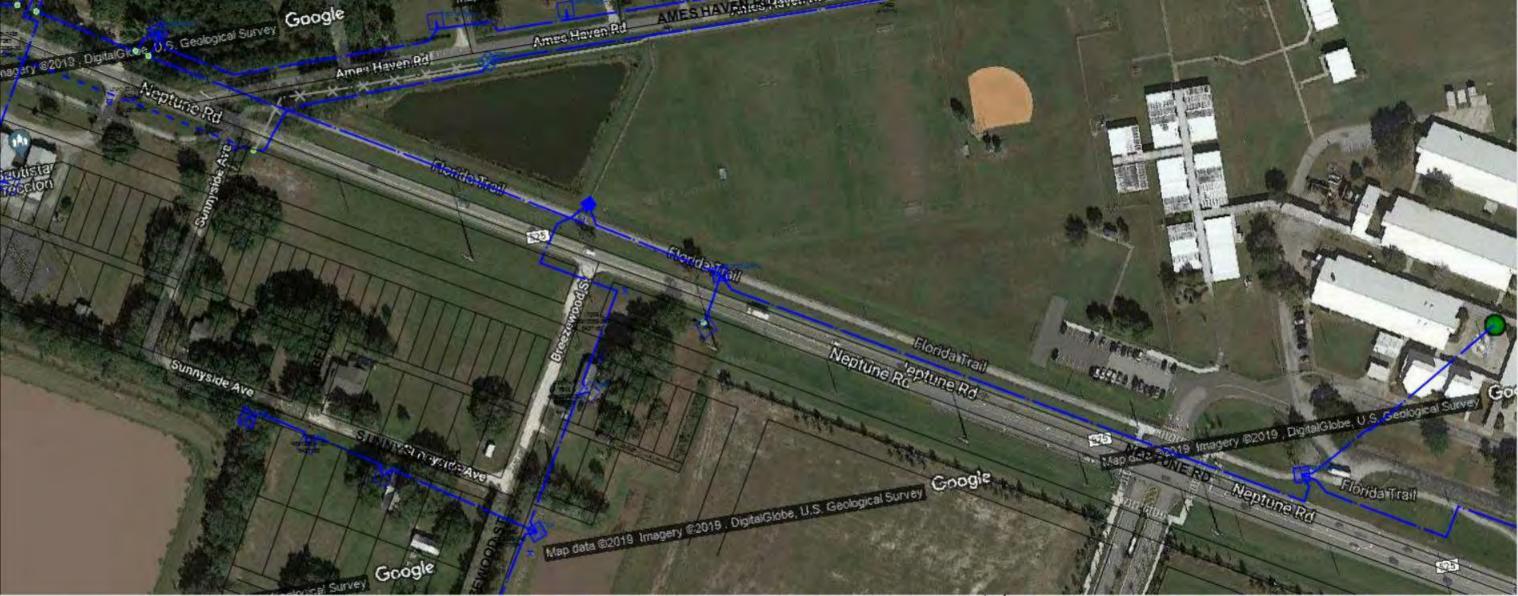


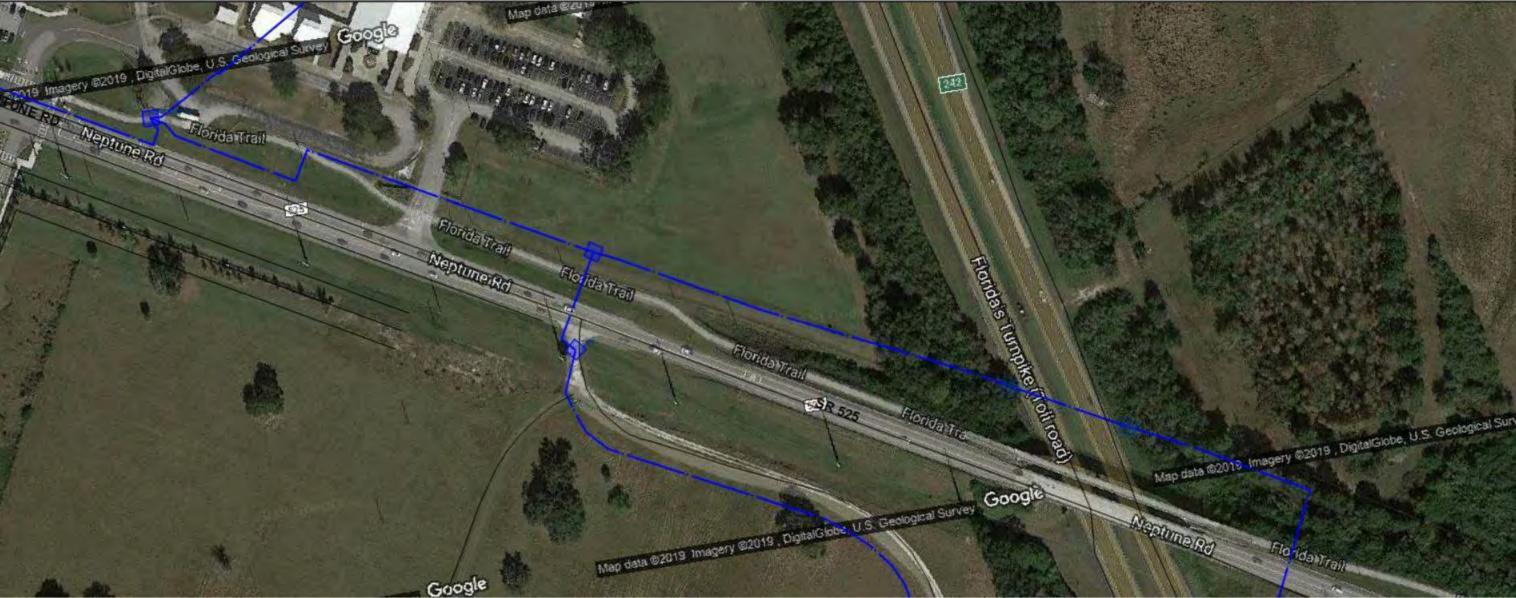




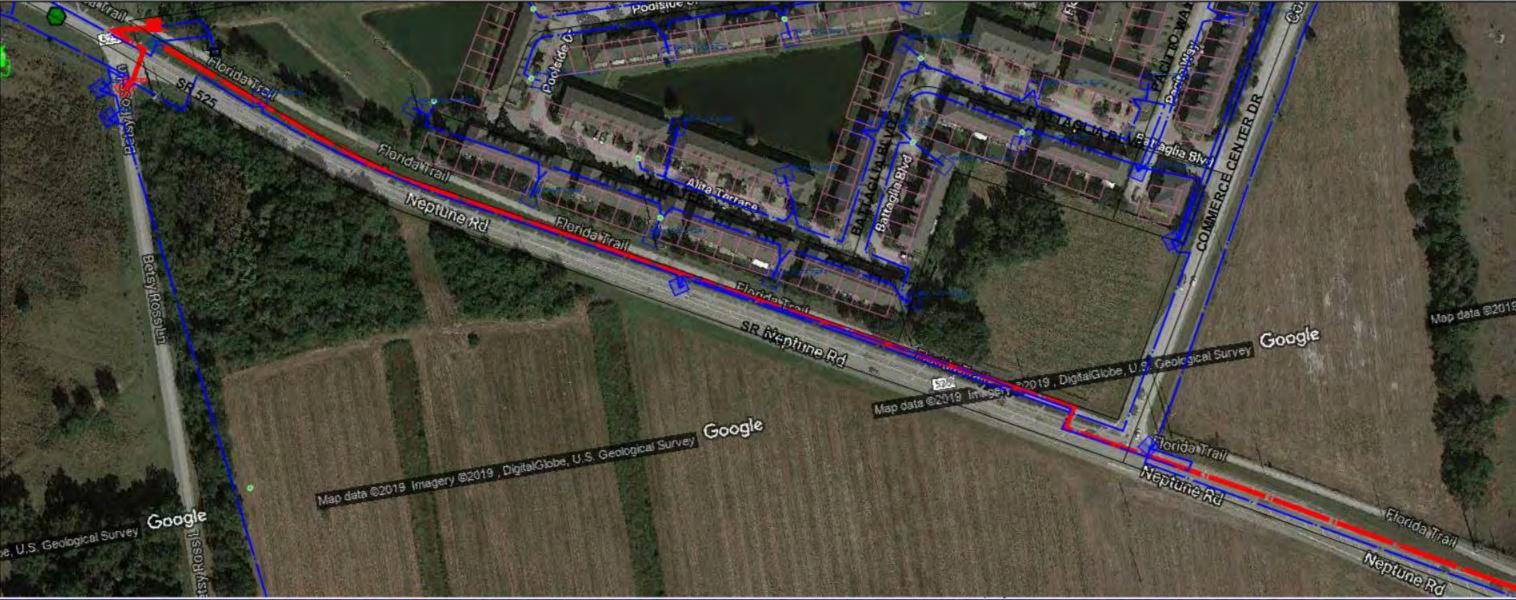


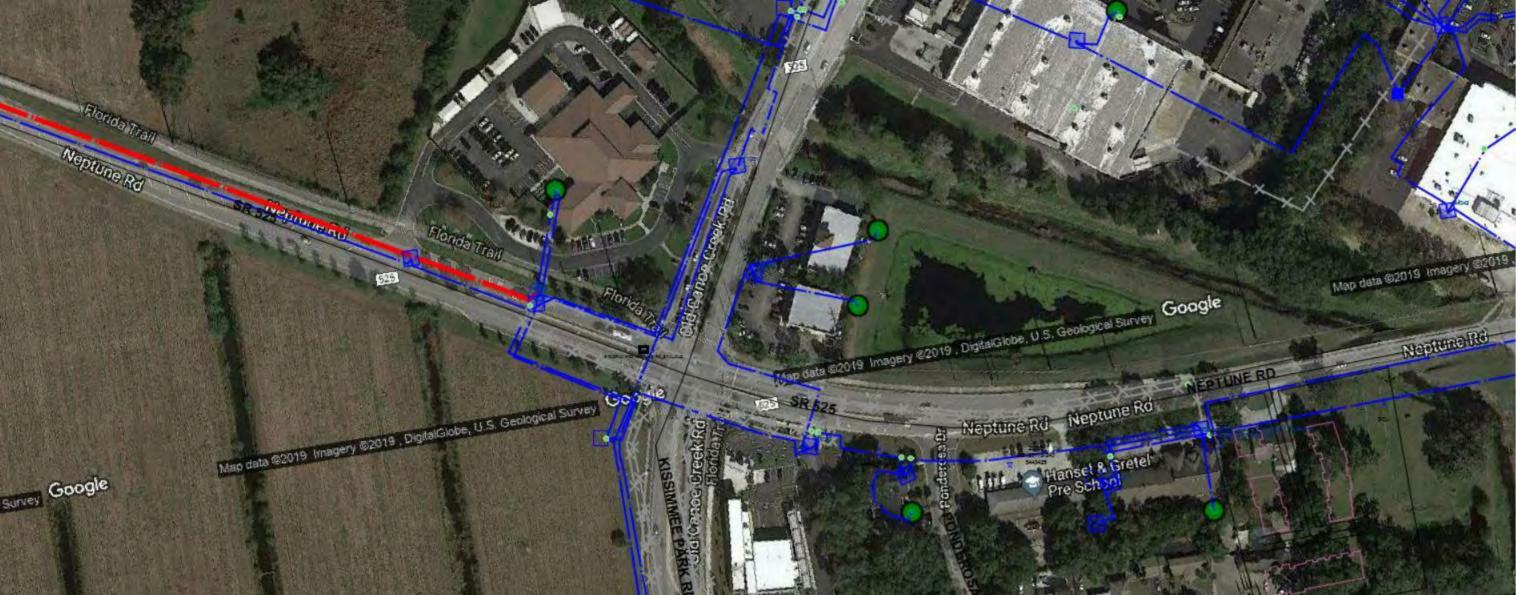


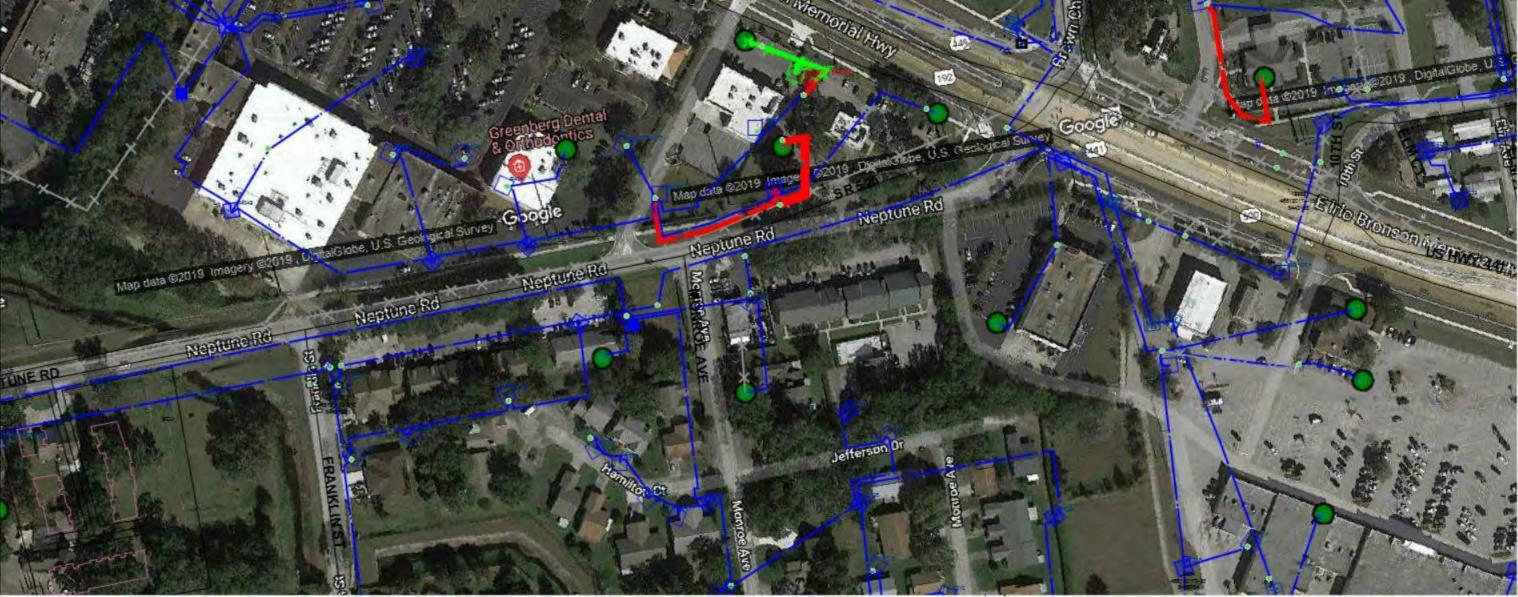












# Osceola County Traffic (No Response)

Summit Broadband (No Response)

**Kissimmee Utility Authority** (Distribution/Transmission)



3660 Maguire Blvd., Suite 200, Orlando, FL 32803 I P: 407-898-1511 I www.kimley-horn.com

Date: October 29, 2018

To: All Attendees

From: David Ledgerwood, PE – Inwood Consulting Engineers

Re: Neptune Road PD&E Study – KUA Electric Meeting (held on 10/23/18)

CC: File

The purpose of the meeting was to discuss the scope of the project including current corridor alternatives anticipated, potential impacts to existing KUA Electric utilities, and other utility concerns/requirements relating to the Osceola County Neptune Road PD&E Study. Following an overview of the project history and current scope, KUA Electric provided information on their existing facilities, general design and construction requirements for their transmission poles, and specific areas of concern. The following outlines the items discussed:

#### **Existing KUA-Transmission Facilities**

- KUA-Transmission maintains 69kV transmission lines on the south side of Neptune Road from Partin Settlement Road to west of Florida's Turnpike, where the system connects OUC Transmission facilities.
  - The transmission portion of the pole line was rebuilt approximately 5 years ago and utilizes concrete and steel transmission poles.
  - At that time, it cost approximately \$2.5 million to partially rebuild the transmission pole line from Partin Settlement Road to the Florida's Turnpike.
- Distribution electric and aerial communication lines are also present and under-built on KUA-Transmission's pole line and on older mid-span wood poles.
- Portions of the transmission and distribution facilities are located in easements.
- Transmission pole bases are 3-4 feet in diameter and approximately 25 feet deep (direct buried).
- Recent requests for approval to de-energize the transmission line have proven to be difficult and typically approved only for short periods at off-peak yearly windows.

#### **General Discussion**

- KUA coordinated with Osceola County on previous design phase of the project.
  - o KUA easement information was provided to the County.
  - Jeff will forward easement information and as-builts of the pole line to David. (provided on 10/23/18)
- KUA would seek reimbursement for relocation of any facilities located within existing easements.
  - Joint pole users would also potentially be eligible for reimbursement.
- Any excavation near transmission poles would need to be reviewed by KUA to confirm integrity of pole line during construction activities.
- Concrete back-filled foundations for transmission poles requiring relocation, would remain after existing
  pole has been removed. Gravel back-filled foundations can be removed. Existing poles that are concrete
  backfilled will be cut off below finished grade.
- Alternatives must provide longitudinal access to the pole line and not just at pole locations.
- Pavement design for the multi-use trail must account for larger KUA equipment for accessing poles.
- Relocated poles would require 6.5 feet from the future right-of-way line to the center of the new pole. This is to ensure KUA can properly maintain the line and does not have aerial encroachments on private property.
- Installation of new transmission poles would require 20 feet horizontal separation from existing transmission poles during installation, depending on site constraints and limitations.



3660 Maguire Blvd., Suite 200, Orlando, FL 32803 I P: 407-898-1511 I www.kimley-horn.com

- KUA would discuss options of potentially sharing costs with the County to acquire additional right-of-way to avoid relocating existing poles.
- Jeff anticipates an 18-month schedule for the design, permitting, and construction of new pole line on the project.
- Jeff noted a buried fiber line that runs along the existing transmission pole line.
  - David stated that a formal utility coordination submittal would go out to all the UAOs on the project once alternative concept plans have been developed.

#### **End of Meeting**

Note: The information above reflects the author's understanding of the contents of the meeting. If any is interpretations or inaccuracies are included, please contact David Ledgerwood (407-971-8850) as soon as possible for resolution and revisions.



DATE: October 23, 2018

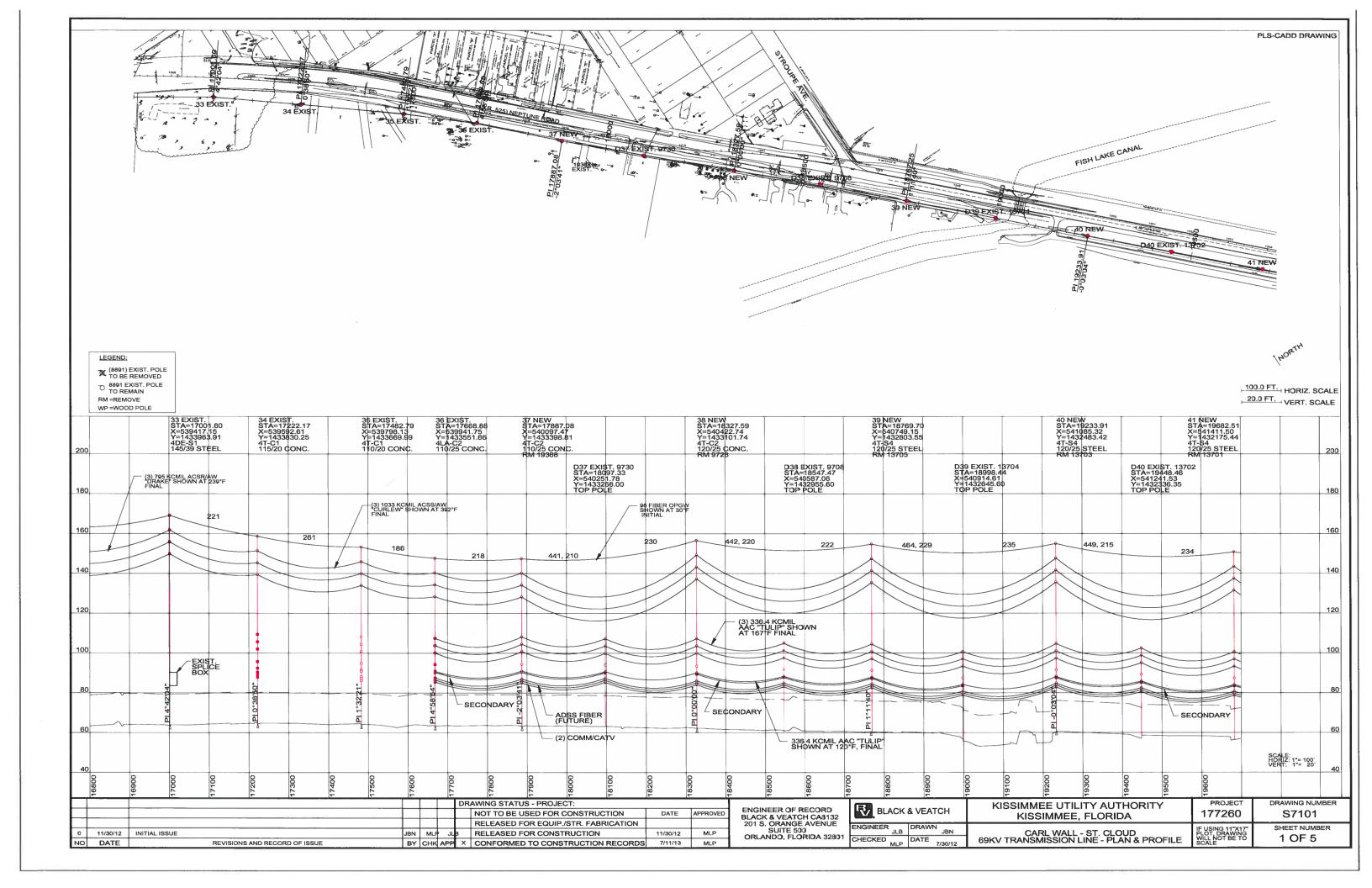
TIME: 1:00 PM

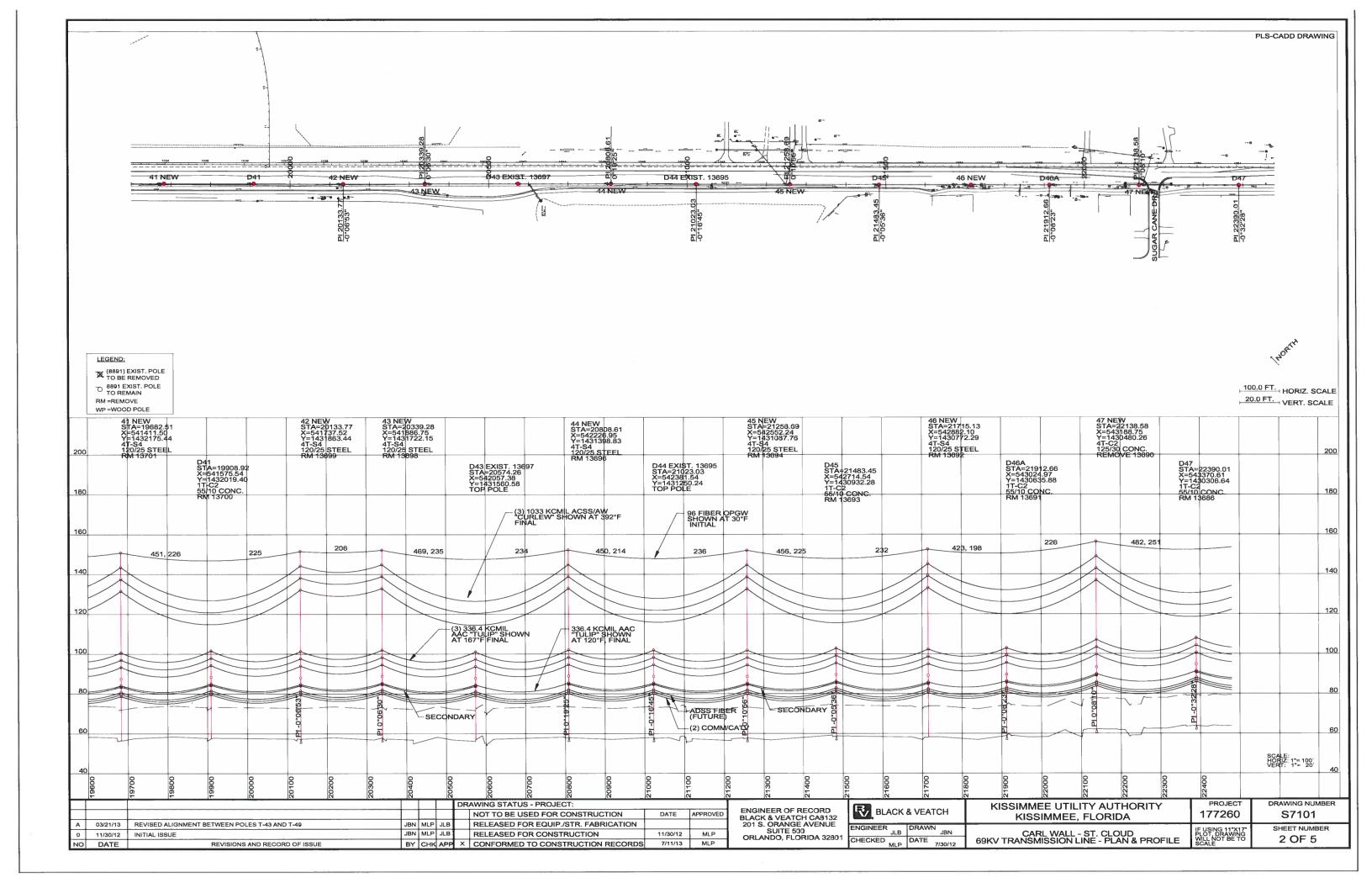
SIGN IN SHEET

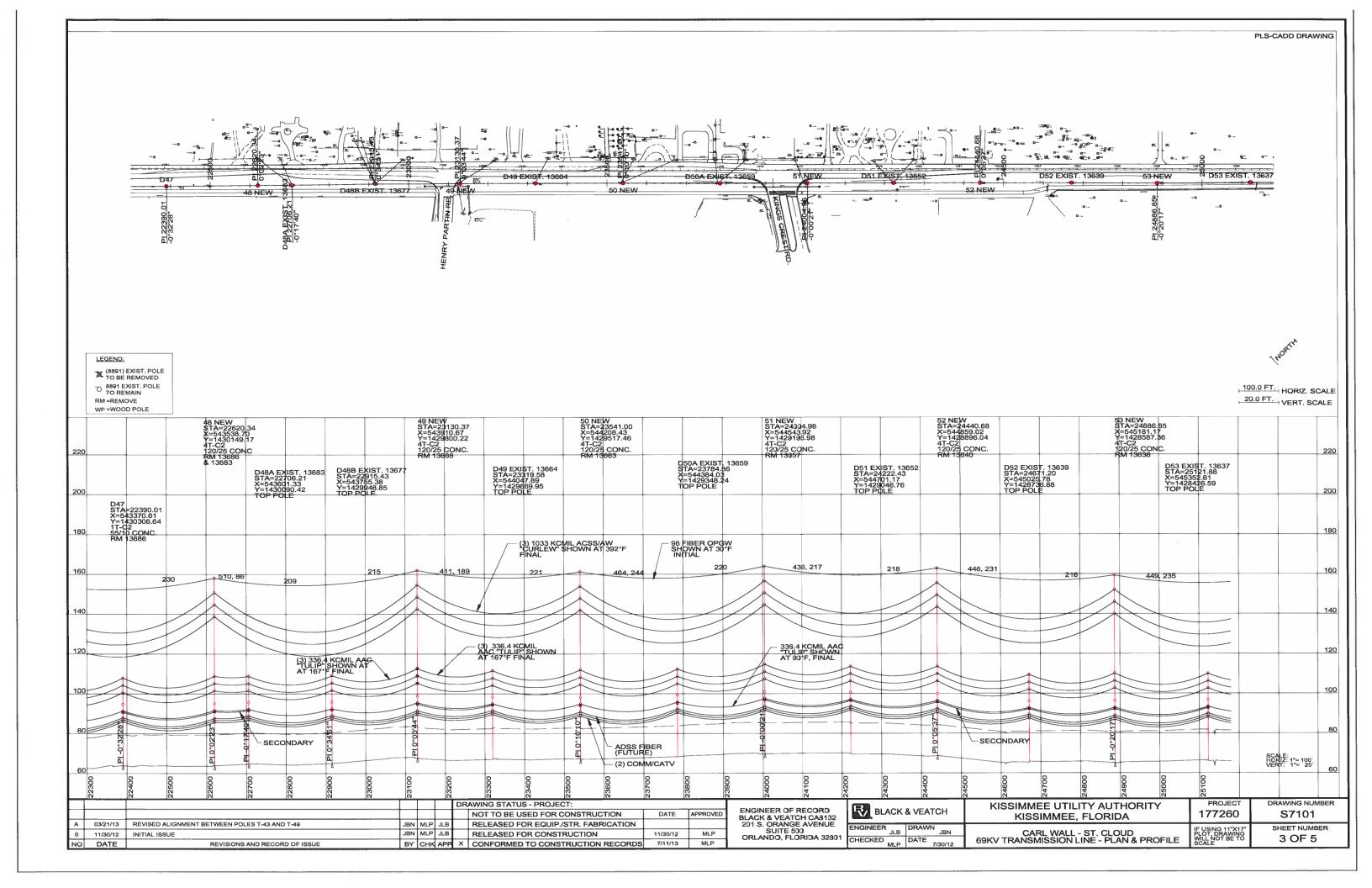
MEETING PURPOSE: Neptune Rd PD&E from Partin Settlement to US 192- KUA Meeting

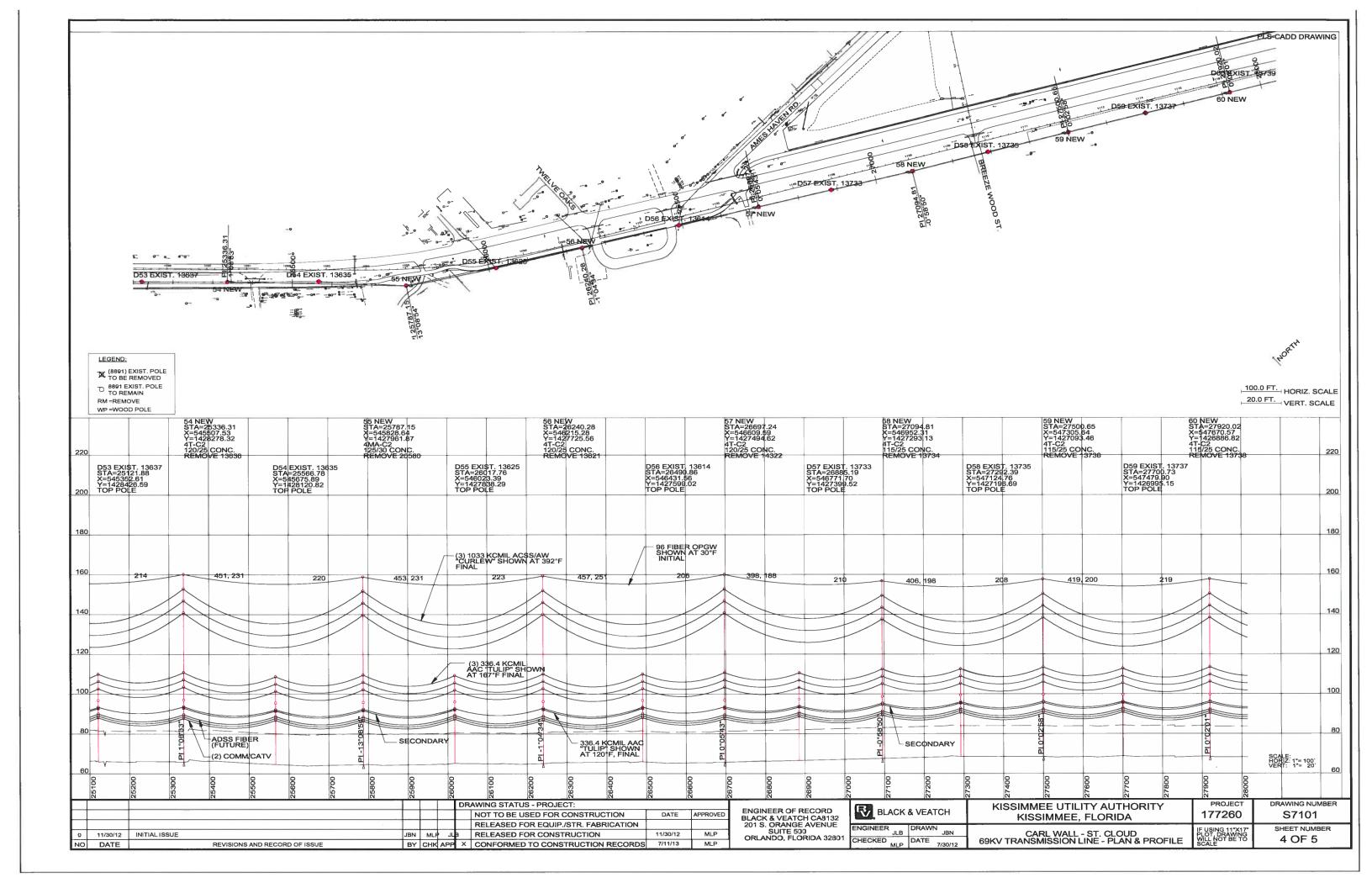
LOCATION: KUA Office: 1701 W Carroll Street, Kissimmee, FL 34741

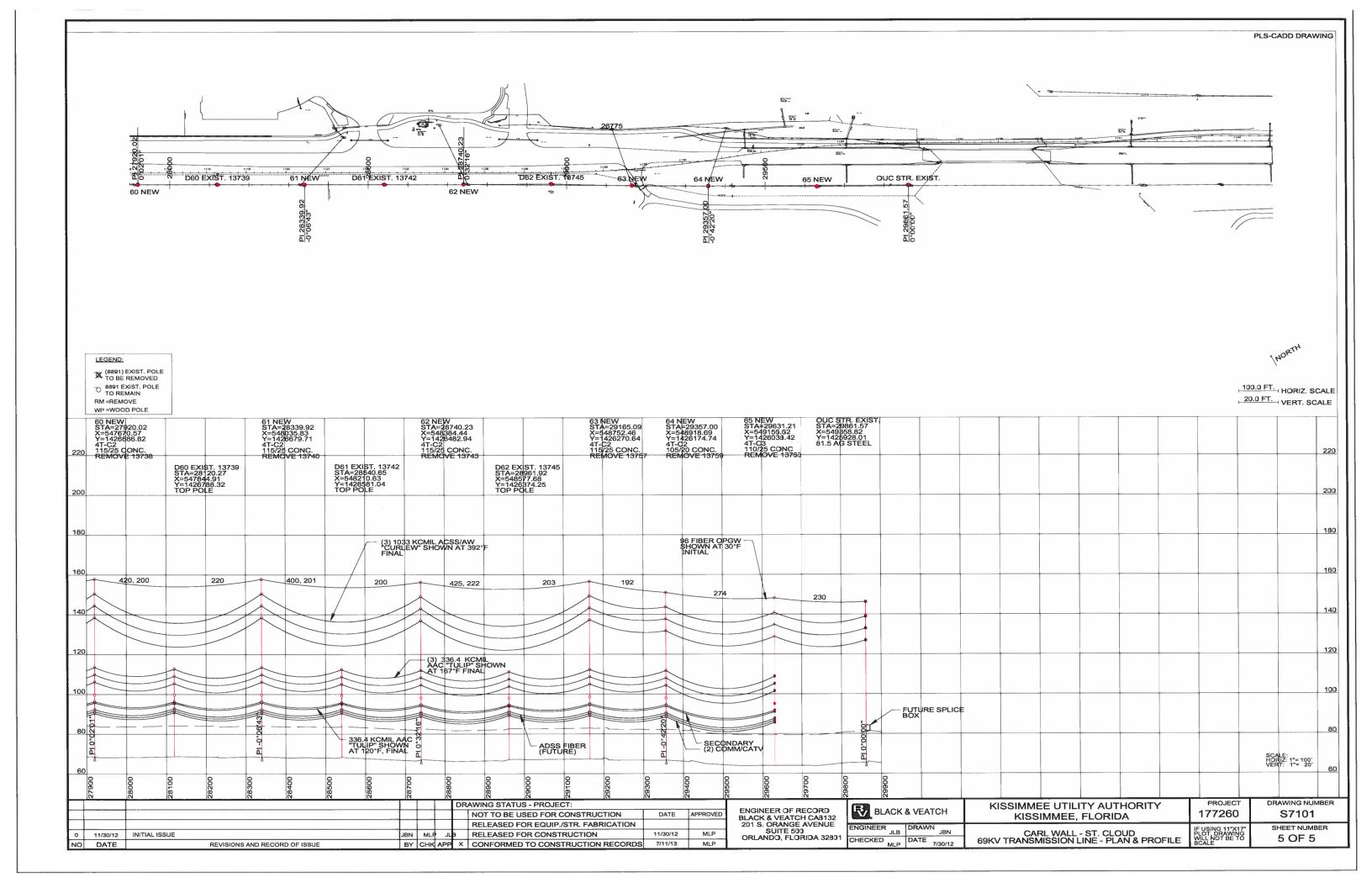
NAME	COMPANY	ADDRESS	PHONE	EMAIL
JOSH DEVRIES	OSCEOLA COUNTY- PM	1 COURTHOUSE SQUARE, SUITE 3100 KISSIMMEE, FL 34741	407-742-7813	JOSHUA.DEVRIES@OSCEOLA.ORG
CLIF TATE	KIMLEY-HORN PM	189 SOUTH ORANGE AVE., SUITE 1000, ORLANDO, FL 32801	407-427-1628	CLIF.TATE@KIMLEY-HORN.COM
FRED BURKETT	KIMLEY-HORN	189 SOUTH ORANGE AVE., SUITE 1000, ORLANDO, FL 32801	407 898 1511	FRED.BURKETT@KIMLEY-HORN.COM;
DAVID LEDGERWOOD	INWOOD-UC	3000 DOVERA DR. OVIEDO, FL 32765	407-971-8850	DLEDGERWOOD@INWOODINC.COM
JEFF SANTOS	KUA	1701 W CARROLL STREET, KISSIMMEE, FL 34741	407-933-7777	JSANTOS@KUA.COM
FELIX ESCOBAR	KUA	1701 W CARROLL STREET, KISSIMMEE, FL 34741	407-933-7777	FESCOBAR@KUA.COM











Orlando Utilities Commission (Distribution/Transmission)



3660 Maguire Blvd., Suite 200, Orlando, FL 32803 I P: 407-898-1511 I www.kimley-horn.com

Date: October 15, 2018

To: All Attendees

From: David Ledgerwood, PE – Inwood Consulting Engineers

Re: Neptune Road PD&E Study – OUC Electric Meeting (held on 10/1/18)

CC: File

The purpose of the meeting was to discuss the scope of the project including current corridor alternatives anticipated, potential impacts to existing OUC Electric utilities, and other utility concerns/requirements relating to the Osceola County Neptune Road PD&E Study. Following an overview of the project history and current scope, OUC Electric provided information on their existing facilities, general design and construction requirements for their transmission poles, and specific areas of concern. The following outlines the items discussed:

#### **Existing OUC-Transmission Facilities**

- OUC-Transmission maintains 69kV transmission lines on the south side of Neptune Road from Florida's Turnpike to east of Betsy Ross Lane, where the transmission line crosses over to the north side of Neptune Road and continues to the project study limits located at US 192.
  - The existing transmission line is approximately 4 years old and utilizes steel poles.
- Distribution electric and aerial communication lines are also present on the project, but do not appear to be under-built on OUC-Transmission's pole line.
- There are a number of "dead end poles" located on the project. The following locations were discussed at the meeting:
  - o One dead end pole located at OUC termination point west of the Florida's Turnpike.
  - o Two dead end poles located at Betsy Ross Lane.
  - o One dead end pole located on the west side of US 192.
- Dead end poles are installed on foundations approximately 7 feet in diameter and up to 40 feet deep, depending on pole design requirements.
- Portions of the transmission facilities located along the north side of Neptune Road west of US 192 are likely within an easement and/or old railroad right-of-way.
- OUC-Transmission is exploring various site locations for a new substation off of Neptune Road and east of the existing canal.
  - o Currently, OUC has not identified a location for the substation.

#### **Alternative Design Consideration**

- The location where OUC-Transmission facilities cross to the north side of Neptune Road is a "pinch point" for the roadway typical sections being considered.
  - o Relocation of one transmission pole will likely be required at this location.
- Any excavation near transmission poles would need to be reviewed by OUC to confirm integrity of pole line during construction activities.
- Foundations for transmission poles requiring relocation, would remain after existing pole has been removed.
- Relocation of OUC transmission poles will need to be considered in project design schedule.
  - o All poles are specifically engineered.
  - o Current lead time for procuring new poles is approximately 6 months.
  - OUC will not start engineering or ordering poles until right-of-way acquisition for the project is complete.



3660 Maguire Blvd., Suite 200, Orlando, FL 32803 I P: 407-898-1511 I www.kimley-horn.com

#### **General Discussion**

- KUA maintains transmission lines west of the Florida's Turnpike.
  - A separate utility meeting with KUA will be scheduled by the Kimley-Horn Team.
- Utility coordination submittals should go to Dan Slack.
  - o Identifying existing OUC easements and relocation cost will be requested with project Utility Submittal.

#### **End of Meeting**

Note: The information above reflects the author's understanding of the contents of the meeting. If any is interpretations or inaccuracies are included, please contact David Ledgerwood (407-971-8850) as soon as possible for resolution and revisions.



## **Meeting Sign-in Sheet**

### Neptune Road Project Development & Environment Study



Monday, October 1, 2018, 10:00 AM OUC – Pershing Office

Name - Please Print	Initials	Organization	Email
Daniel Slack	Dal	ouc	DSlack@ouc.com
Xama Joshi	(30)	ouc	XJoshi@ouc.com
Chuck Easterling	CE	ouc	CEasterling@ouc.com
Adonis Willis	Aw	ouc	AWillis@ouc.com
Mark Juneau	Mas	Black & Veatch	JuneauMG@bv.com
Kevin Mayer	Kh	Black & Veatch	MayerK@bv.com
lim Brooks		Black & Veatch	BrooksJL@bv.com
Nicole Walters	m	Black & Veatch	WaltersND@bv.com
Ioshua DeVries		Ósceola County	Joshua.Devries@Osceola.org
David Ledgerwood	The	Inwood	dledgerwood@inwoodinc.com
Fred Burkett	73/	Kimley-Horn	fred.burkett@kimley-horn.com
Clif Tate	CZ	Kimley-Horn	clif.tate@kimley-horn.com

### **AT&T Distribution**



## PLANS OF PROPOSED NEPTUNE ROAD WIDENING

#### FROM PARTIN SETTLEMENT TO SR 192

LENGTH OF PROJECT

BEGIN PROJECT STA. LIN. FT. MILES END PROJECT STA.

33+60.00 20648 240+08.00

NOTE: LENGTH OF PROJECT IS BASED ON & SURVEY.

#### INDEX OF WIDENING PLANS

SHEET DESCRIPTION KEY SHEET 2 - 5 PROJECT LAYOUT 6 - 35 PLAN SHEETS

### OSCEOLA COUNTY PUBLIC WORKS

FRED HAWKINS, JR. CHERYL GRIEB BRANDON ARRINGTON PEGGY CHOUDHRY VIVIANA JANER DON FISHER

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS VICE CHAIRWOMAN OF THE BOARD OF COUNTY COMMISSIONERS COUNTY COMMISSIONER COUNTY COMMISSIONER COUNTY COMMISSIONER COUNTY MANAGER

ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO: KIMLEY-HORN AND ASSOCIATES, INC. L. FREDERICK BURKETT, P.E. 189 SOUTH ORANGE AVENUE ORLANDO, FLORIDA 32803

PLANS PREPARED BY:

## **Kimley** »**Horn**

### Kimley-Horn and Associates, Inc.

189 SOUTH ORANGE AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 TEL: (407) 898-1511 FAX: (407) 894-4791 CERTIFICATE OF AUTHORIZATION No. 696

ROADWAY PLANS ENGINEER OF RECORD: L. FREDERICK BURKETT, P.E. P.E. NO.: 45825

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS DATED 2018-2019, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2018, AS AMENDED BY CONTRACT DOCUMENTS. APPLICABLE DESIGN STANDARDS MODIFICATIONS:

FOR DESIGN STANDARDS MODIFICATIONS CLICK ON "DESIGN STANDARDS" AT THE FOLLOWING WEB SITE: HTTP://WWW.DOT.STATE.FL.US/RDDESIGN/

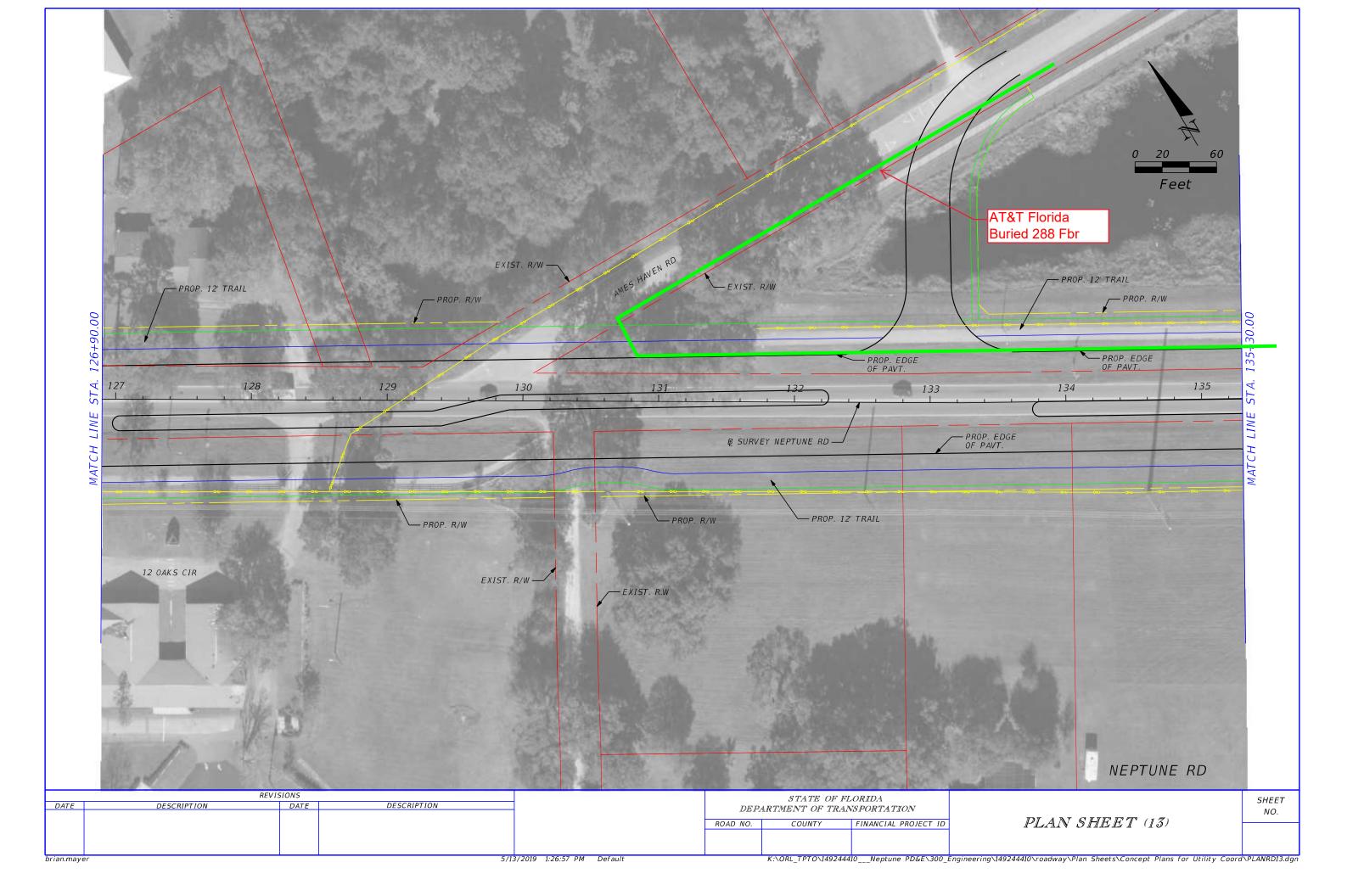
NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

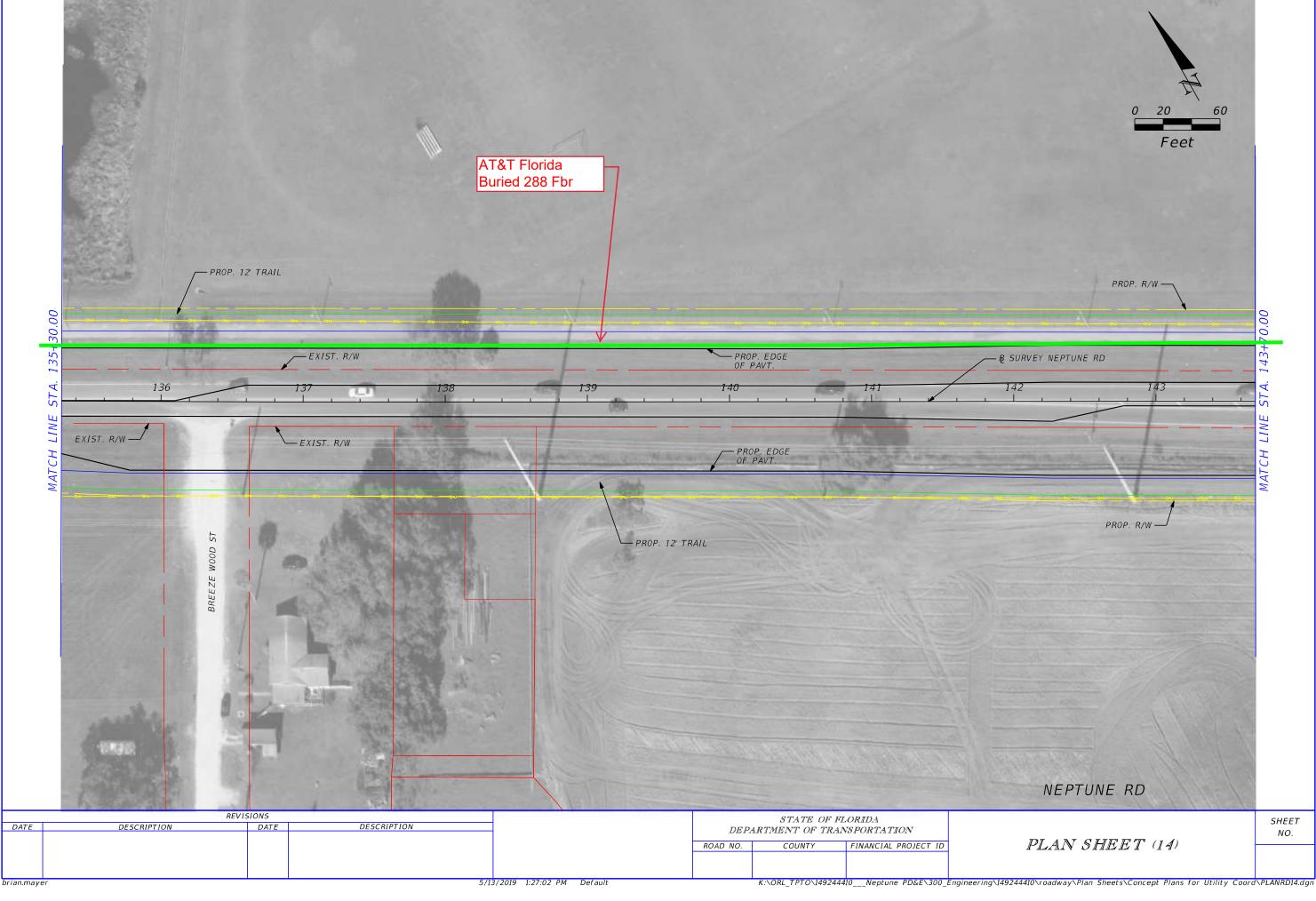


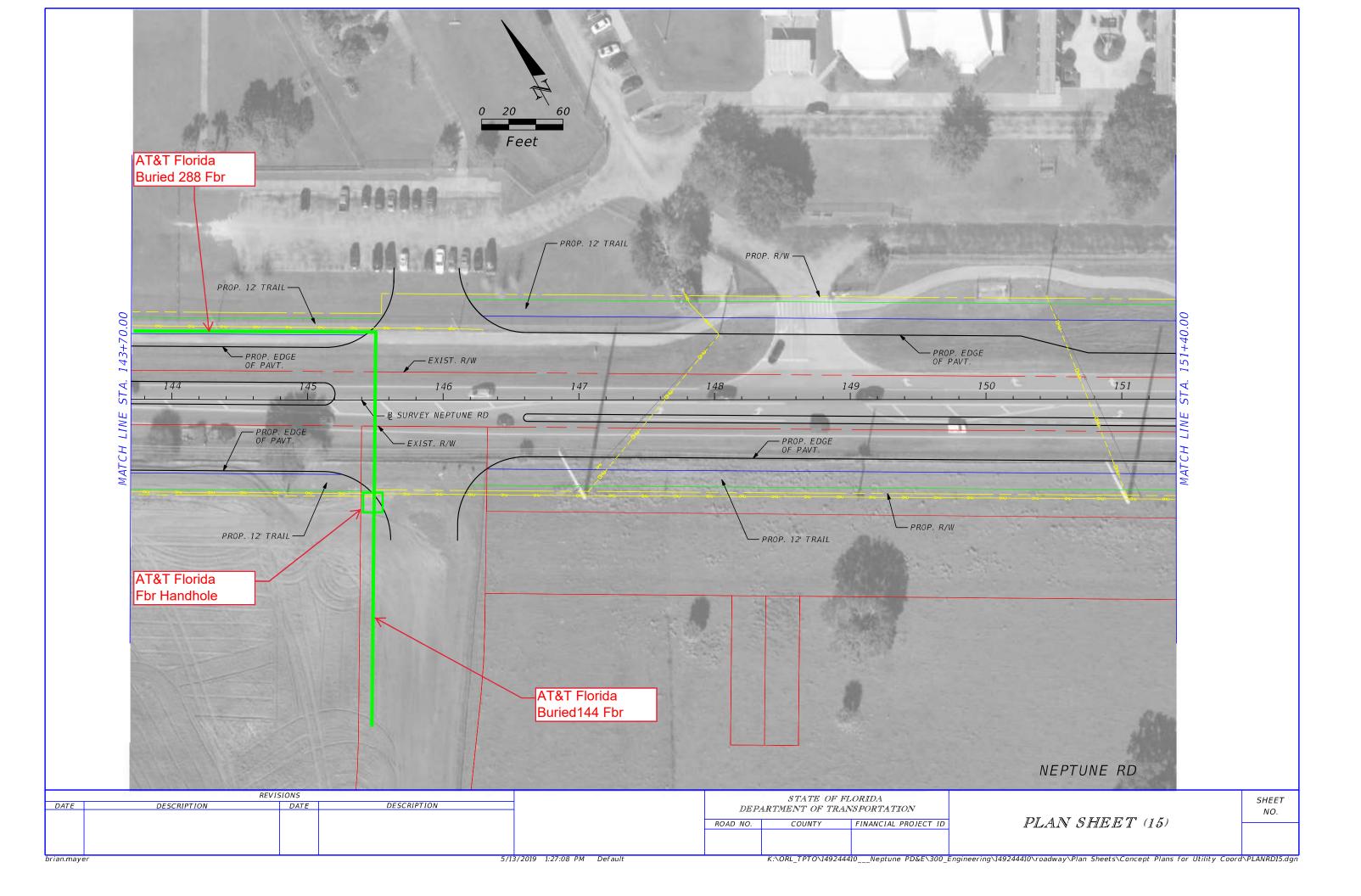
AT&T Florida **Preliminary Facility Markups** 

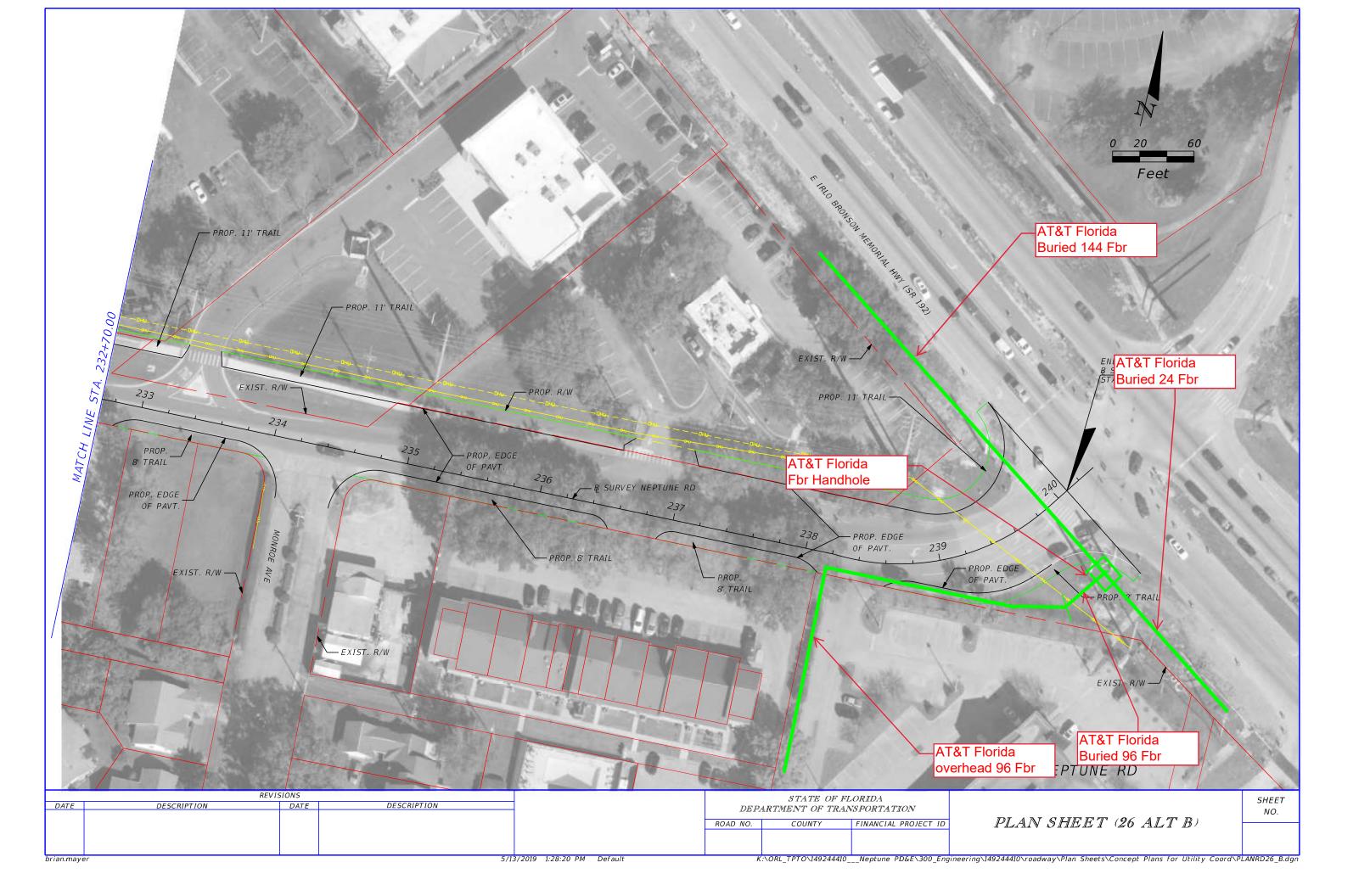
THIS COPY TO BE MARKED AND RETURNED TO THE ENGINEERING USING THE FOLLOWING COLOR CODE:

> RED - TO BE REMOVED GREEN - TO REMAIN BROWN - PROPOSED









## Appendix 3 Design Ticket

1/22/2018 IRTH One Call

NEPTUNE RD DESIGN TICKET-NO FIELD MARKING REQUIRED Ticket: 022804499 Rev:000 Taken: 01/22/18 10:57ET

State: FL Cnty: OSCEOLA GeoPlace: KISSIMMEE

CallerPlace: KISSIMMEE

Subdivision:

Address:

Street : NEPTUNE

Cross 1 : PARTIN SETTLEMENT

Within 1/4 mile: Y Cross 2 : US 192

Locat: LOCATE BOTH SIDES OF NEPTUNE ROAD STARTING FROM PARTIN SETTLEMENT ROAD HEADING SOUTH AND ENDING AT US 192.

:

Remarks: NEPTUNE RD DESIGN TICKET-NO FIELD MARKING REQUIRED

1/22/2018 10:57:40 AM OTC811 HAS DECLARED EXTRAORDINARY CIRCUMSTANCES

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOCOF PROVIDES THE ORIGINATOR OF
 THE DESIGN TICKET WITH A LIST OF SSOCOF MEMBERS IN THE VICINITY OF THE
 DESIGN PROJECT. SSOCOF DOES NOT NOTIFY SSOCOF MEMBERS OF THE RECEIPT BY
 SSOCOF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN
 ENGINEER TO CONTACT SSOCOF MEMBERS TO REQUEST INFORMATION ABOUT THE
 LOCATION OF SSOCOF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A
 DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA
 STATUTES, TO NOTIFY SSOCOF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT
 INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOCOF IN THE MANNER REQUIRED BY
 LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET
 NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN
 REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT
 CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY MANUAL \*\*\*

:

Grids : 2814A8118A 2814A8119C 2814A8119D 2814A8118B 2815A8120A Grids : 2815A8120B 2815A8121D 2815B8120B 2815B8120C 2815B8120D Grids 2815C8120D 2815D8119A : 2815C8119A 2815C8119B 2815C8120C Grids : 2815D8119B 2815D8119C 2815D8119D 2816A8121A 2816A8121B Grids : 2816B8121A 2816B8121B 2816B8121C 2816C8121B 2816C8121C Grids : 2816C8121D 2816D8120A 2816D8121C 2816D8121D

Work date: 01/22/18 Time: 11:01ET Hrs notc: 000 Category: 6 Duration: 30 DAYS

Due Date : 01/24/18 Time: 23:59ET Exp Date : 02/21/18 Time: 23:59ET

Work type: UNDERGROUND CONSTRUCTION Boring: U White-lined: N Ug/Oh/Both: U Machinery: Y Depth: 15 FT Permits: N N/A

Done for : FDOT

Company: INWOOD CONSULTING ENGINEERS Type: CONT

Co addr : 3000 DOVERA DR

Co addr2: SUITE 200

City : OVIEDO State: FL Zip: 32765

Caller : DAVID LEDGERWOOD Phone: 407-971-8850

BestTime: 7:30-5:30 Mobile : 407-625-9808 Fax : 407-971-8955

Email : DLEDGERWOOD@INWOODINC.COM

Submitted: 01/22/18 10:57ET Open: DAV Chan: WEB

Mbrs: ATTF01 CFLGAS CSC574 CVCFTV FG1442 FWS702 L3C900 LS1104 OC1586 OTC811

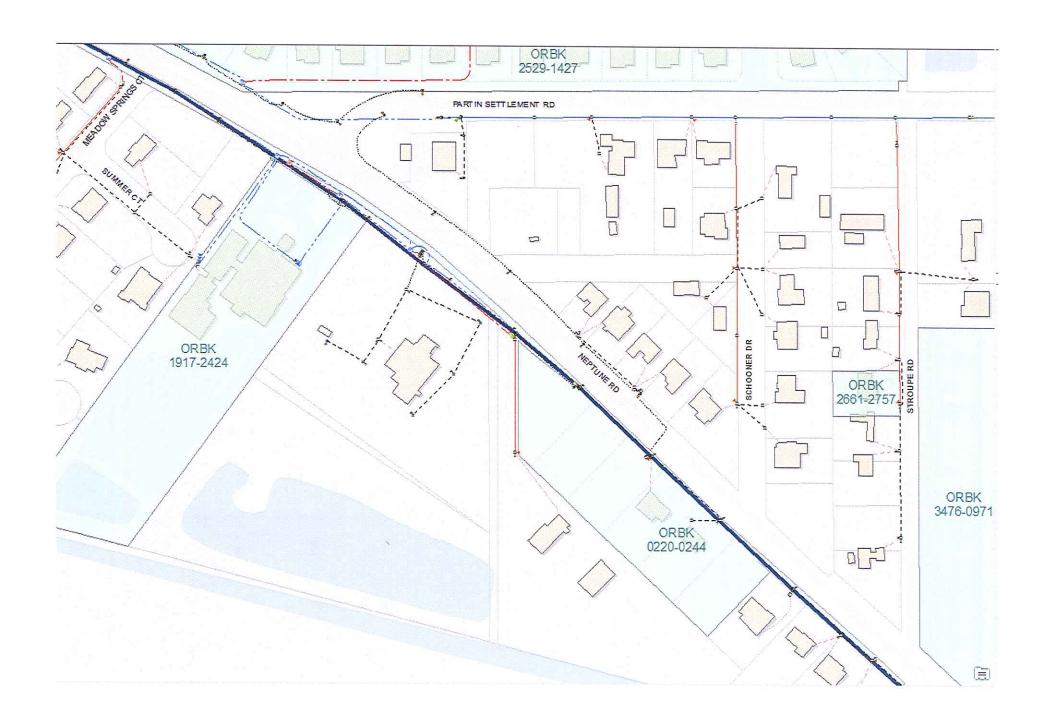
Mbrs : 0UC582 0UC613 SB2186 SBF02 UTI297

Service Area Code	Service Area Name	Contact	Phone Numbers	Utility Type
ATTF01	АТ Т	NANCY SPENCE	Day: (770) 918 - 5424	COMM/F.O.
CFLGAS	FLORIDA PUBLIC UTILITIES	GARY HARDY	Day: (863) 224 - 3786	GAS
CSC574	C/O ST CLOUD W/WW LINE SYSTEMS DIVISION	RICK MAURO	Day: (407) 957 - 7341	WATER/SEWER/RECLAIMED WTR
CVCFTV	CHARTER COMMUNICATIONS	MARVIN USRY JR	Day: (407) 532 - 8509 Alt: (407) 448 - 5506	CATV, PHONE LINES - FIBER
FG1442	FLORIDA GAS TRANSMISSION - DAVENPORT	JOSEPH E. SANCHEZ	Day: (407) 838 - 7171 Emerg: (407) 397 - 9230	GAS
FWS702	TOHO WATER AUTHORITY - ZONE 2	BUTCH LANAVILLE**	Day: (407) 518 - 2264 Alt: (407) 944 - 5000	WATER/SEWER/RECLAIMED WTR
L3C900	LEVEL 3 COMMUNICATIONS	NETWORK RELATIONS	Day: (877) 366 - 8344 x2	FIBER OPTIC
OC1586	OSCEOLA COUNTY TRAFFIC	RICK COLE	Day: (407) 343 - 7147	FIBER, TRAFFIC SIGNAL LIGHTS
OTC811	ORLANDO TELEPHONE COMPANY INC	JACK LEOPARD	Day: (407) 996 - 6297	FIBER AND TELEPHONE

1/22/2018 IRTH One Call

OUC582	ORLANDO UTILITIES COMMISSION - ELECTRIC	RONALD HAWKINS	Day: (407) 434 - 2569 Alt: (582) 613 - 1579	ELECTRIC
OUC613	ORLANDO UTILITIES COMMISSION - TRANSMISSION	USIC DISPATCH	Day: (800) 778 - 9140	TRANSMISSION AND FIBER
SBF02	A T & T/ DISTRIBUTION	DINO FARRUGGIO	Day: (561) 997 - 0240	TELEPHONE
UTI297	CENTURYLINK WINTER GARDEN	TY LESLIE	Day: (407) 814 - 5293	PHONE & FIBER OPTIC

## Appendix 4 Utility Easement Documents

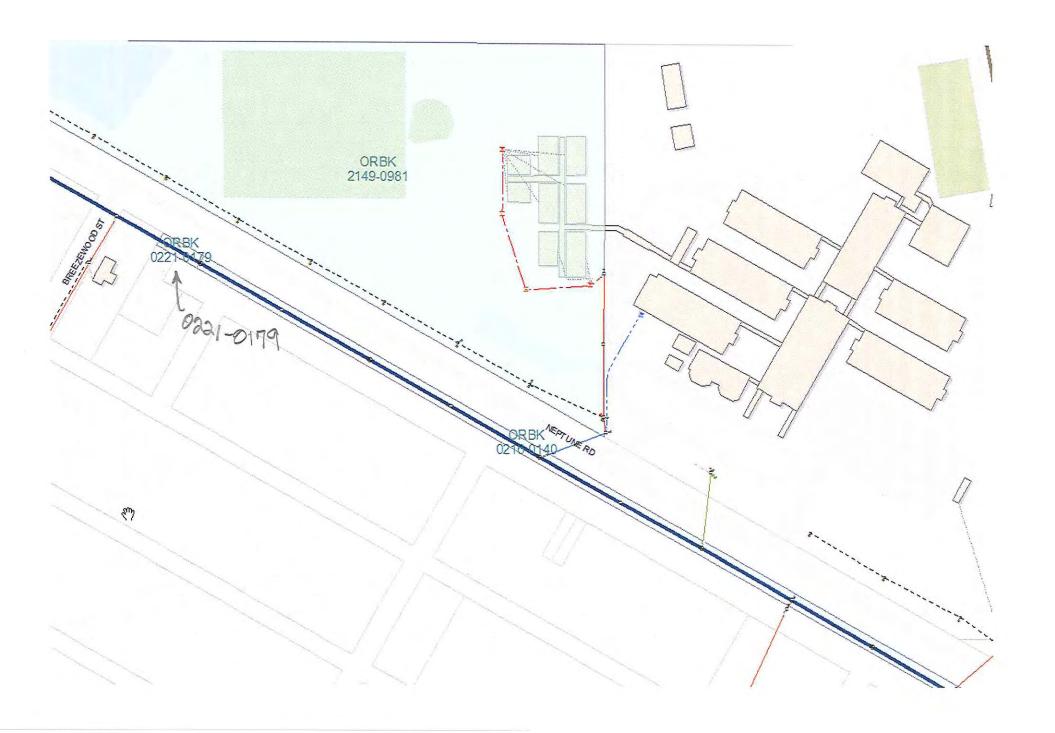


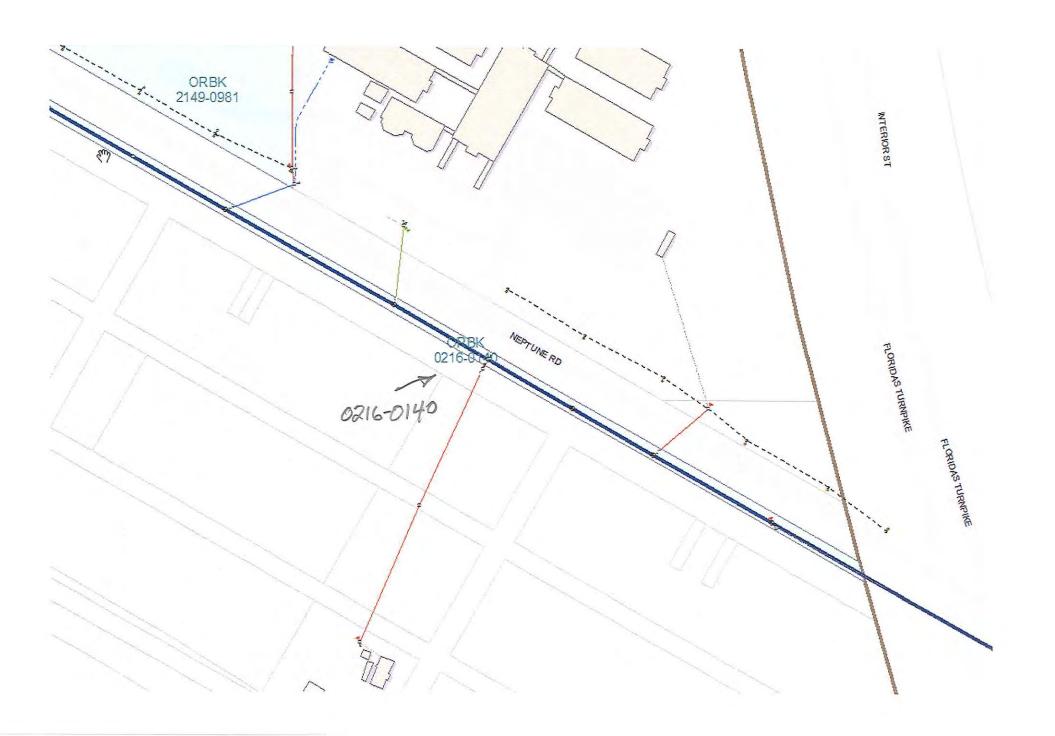












BK 1176

1716

PG

Instrument Prepared Dr: Florida Gas Transmission Company Mark Roby, Director Right of Way & Permits 1400 Smith Street Houston, Texas 77002

<u>Grantes:</u> Elorida Ges Transmission Company 1400 Smith Street Houston, Texas *17*002

> <u>Pipeline Easement</u> (Individual Grantor - Loop)

Tract No:

OSCE-8

File No:

FL\*KJ\*OSCE\*41X

### KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, WILLIAM P. BATTAGLIA and ROBERT E. BATTAGLIA, individually, whether one or more, hereinafter called the Grantor, being the owners of, or having an interest in, land situated in the County of Osceola, State of Florida, more fully described below, for the payment of Ten Dollars and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey, and warrant unto Florida Gas Transmission Company, a Delaware corporation, 1400 Smith Street, Houston, Texas 77002, hereinafter referred to as Grantee, and to its successors and assigns, the exclusive right, privilege and easement to construct, maintain, operate, inspect, repair, replace or remove up to a total of two pipelines, and appurtenances thereto, for the transportation of natural gas on, under, across and through a strip of land Fifty (50.00) feet in width across the following described tract of land, to-wit:

See Exhibit A attached.

Together with the temporary right to utilize additional land adjacent to the above-described tract as a temporary construction easement not more than forty (40.00) feet in width for purposes of temporary working space during initial construction of the pipeline, except, at road crossings, tile crossings or areas with unusual construction problems where extra work space may be utilized, as such temporary construction easement and extra work space areas are identified and illustrated on the attached Exhibit "B". It is understood and agreed the use of the temporary construction easement and extra work space areas shown on the attached Exhibit "B" will expire upon completion of construction and clean up activities or on July 1, 1995, whichever occurs first.

To Have and To Hold unto said Grantee, its successors and assigns, together with the right of ingress to and egress from the above-

Pipeline Easement Tract Number: OSCE-41X

Region fair Transmissi Augustes de Colos Parks

AND THE REST HERE

described fifty (50) feet wide strip of land for the purposes of constructing, operating, inspecting, repairing, maintaining, replacing or removing the pipelines and appurtenances of the Grantee located thereon, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip; provided, however, that Grantor shall neither impound water, construct, nor permit to be constructed, any building, structure or other improvement upon the easement strip which would directly interfere with Grantee's exercise of the rights hereby conveyed, including access to the easement strip, and the safe operation of its pipelines.

As further consideration for the payments made and to be made by Grantee hereunder, it is further agreed as follows:

- 1. That during construction, the Grantee will bury all line pipe and appurtenances thereto to provide a minimum cover of thirty-six inches (36"), except in rock where a minimum cover of twenty-four inches (24") will be provided, and except at canal crossings where a minimum cover of sixty (60') inches will be provided from the bottom of the canal to the top of a pipe.
- 2. That Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, unrepaired water courses, water impoundments, fences, or other improvements or property of Grantor caused by the construction, inspection, repair, replacement, removal, maintenance or operation of the Grantee's facilities on Grantor's land described above; provided, however, that the Grantee shall have the right from time to time after initial construction of the pipeline to reclear the easement strip by cutting and removing therefrom trees, brush and other obstructions that may, in Grantee's judgment and pursuant to regulatory mandates, interfere with Grantee's use of the easement strip hereunder.
- 3. That Grantee will restore the surface of all disturbed areas on Grantor's land to its original contour as nearly as practicable, the damage or disturbance to which shall have been occasioned by the construction, maintenance, operation, repair, inspection, replacement or removal of said pipeline under and through the above-described land.
- 4. That Grantee shall cause the topsell to be removed separately for the full width of the pipe trench to a depth of twenty-four (24") or the actual topsell depth, whichever is less, and to be replaced at the top of the backfill over the pipe trench.
- 5. That Grantee shall cause all rock excavated from the pipe trench across tillable land and having a diameter of three

inches (3") or more, which rock cannot be replaced in the pipe trench to a depth consistent with that of rock in adjacent lands unaffected by the pipeline construction, to be removed from the easement strip and Grantor's lands in a reasonable manner satisfactory to the Grantor.

- 6. That the Grantor represents that the above-described easement strip is not rented.
- 7. Grantee shall cause no above-ground appurtenances to be constructed on this easement, with the exception of mandatory safety and operational appurtenances and appurtenances otherwise deemed necessary for the safe and prudent operation of the pipeline, including, without limitation, cathodic test leads, pipeline markers and vent pipes for railroad and road crossings, which will be placed in fence lines or road right-of-way lines on the above-described land.
- 8. During construction activity, Grantee will either leave earthen plugs or backfill the open ditch sufficient to permit Grantor's livestock, vehicles, or farming equipment to cross over the ditch at reasonable locations.
- 9. Grantee shall indemnify and save Grantor harmless from and against all claims, demands, actions or suits in law or in equity (including costs and expenses incident thereto) for or on account of injury, damages, or loss to the person or property of Grantor or others caused by Grantee while constructing, maintaining, operating, repairing or removing Grantee's pipeline or that may be caused otherwise by Grantee in its exercise of the rights herein granted.
- 10. Grantee agrees to maintain the spoil area in a manner so as to provide Grantor turnarounds and in a manner that will not adversely affect the good husbandry practices of Grantor and will permit Grantor to irrigate, spray, cultivate, maintain, pick and harvest crops in accordance with good husbandry practices.
- 11. Grantee previously obtained an easement over the lands of the Grantor pursuant to the Final Judgment and the Order of Taking entered in the civil action in Osceola County under Law No. 2335, as such Order of Taking was recorded in Official Records Book 42, Page 213, of the Public Records of Osceola County, Florida; the aforesaid easement established pursuant to the foregoing being referred to hereinafter as the "Prior Easement." The easement and rights granted to Grantee hereunder shall supersede and replace in all respects the Prior Easement and the Grantee's rights thereunder. Upon execution and acceptance hereof, the Grantee acknowledges, covenants and agrees that the Prior Easement shall be terminated and no longer of any force or effect and Grantee

disclaims and conveys to Grantor all right, title and interest in and to the Prior Easement.

- Upon completion by Grantee of the installation of a new pipeline within the easement strip described on the attached Exhibit "A," the Grantee shall cause to be prepared and delivered to the Grantor a survey of the easement strip illustrating the location of the new pipeline and the location of the existing pipeline situated within the easement strip; such survey shall be certified to Grantor and prepared by a registered Florida surveyor in accordance with the minimum technical standards for surveys. In the event the Grantee fails to provide the aforesaid survey to Grantor within ninety (90) days after completion of installation of the new pipeline within the easement strip, the Grantor shall have the right to obtain such survey and Grantee shall pay to Grantor all costs incurred by Grantor for the survey, together with interest thereon at the rate of 18% per annum from the date the survey costs are incurred by Grantor. Any and all improvements installed and maintained by Grantee shall remain at all times located entirely within the 50' wide easement strip described on the attached Exhibit "A."
- 13. This instrument incorporates and describes all of the grants, undertakings, conditions and consideration of the parties. Grantor, in executing and delivering this instrument, represents that it has not relied upon any promises, inducements or representations of the Grantee or its agents or employees, except such as are set forth herein.
- 14. This instrument and the benefits and obligations herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- 15. Grantee may transfer its rights herein to subsidiary or parent companies, affiliates or parthers of Grantee for the uses described herein. Any other assignments shall require the approval of Grantor, which consent shall not be unreasonably withheld provided that such assignment is for the uses described herein.

Dated this 9th day of February	, 1994.
Witnesses:	Grantor:
Givily motter	Welling & Say
Print Name: BEVERLY MART	WILLIAM P. BATTAGLIA
A S	<i>;</i>
Cyclis. Len	-
Print Name: Cynthia E. Lewis	
Chricky martin	Kobert E. Battanhiz
Print Name: PEVERLY NIARI	ROBERT E. BATTAGLA
C - 1 9 9.	-
Cynthia E. L. E.	-
Print Name: Cynthia E. Lewis	-
INDIVIDUAL ACKNO	WLEDGEMENT CERTIFICATE
STATE OF FLORIDA COUNTY OF ORANGE	
	was acknowledged before me this 9th
	4, by WILLIAM P. BATTAGLIA. He is
personally known to me aximux as identification and did not	DECEMBER 1
personally known to me aximux as identification and did not	take an oath.
as identification and did not  OFFICIAL SEAL	take an oath.  Signature of Person Taking
as identification and did not  OFFICIAL SEAL  Cynthia Elaise Lowis My Commission Expires	take an oath.  Signature of Person Taking Acknowledgment Print Name: Cynthia Elaine Lewis
as identification and did not  OFFICIAL SEAL  Cynthia Elalae Lowis	take an oath.  Signature of Person Taking Acknowledgment Print Name: Cynthia Elaine Lewis Notary Public
as identification and did not  OFFICIAL SEAL  Cynthia Elaise Lowis  My Commission Expires Feb. 8, 1996	take an oath.  Signature of Person Taking Acknowledgment Print Name: Cynthia Elaine Lewis
as identification and did not  OFFICIAL SEAL  Cynthia Elaise Lewis  My Commission Expires  Feb. 8, 1996  Comm. No. CC 174118	take an oath.  Signature of Person Taking Acknowledgment Print Name: Cynthia Elaine Lewis Notary Public Serial No. (if any) CC 174118
official SEAL Cynthia Elaine Lewis My Commission Expires Feb. 8, 1996 Comm. No. CC 174118	take an oath.  Sigpature of Person Taking Acknowledgment Print Name: Cynthia Elaine Lewis Notary Public Serial No. (if any) CC 174118 My Commission Expires: Feb. 8, 1996
as identification and did not  OFFICIAL SEAL  Cynthia Elaise Lewis  My Commission Expires  Feb. 8, 1996  Comm. No. CC 174118	take an oath.  Sigpature of Person Taking Acknowledgment Print Name: Cynthia Elaine Lewis Notary Public Serial No. (if any) CC 174118 My Commission Expires: Feb. 8, 1996
official seal Cynthia Elaine Lowis My Commission Expires Feb. 8, 1996 Comm. No. CC 174118  INDIVIDUAL ACKNO	take an oath.  Sigpature of Person Taking Acknowledgment Print Name: Cynthia Elaine Lewis Notary Public Serial No. (if any) CC 174118 My Commission Expires: Feb. 8, 1996
official seal Cynthia Elaise Lowis My Commission Expires Feb. 8, 1996 Comm. No. CC 174118  INDIVIDUAL ACKNO STATE OF FLORIDA COUNTY OF ORANGE  The foregoing instrument day of February, 199	Signature of Person Taking Acknowledgment Print Name: Cynthia Elaine Lewis Notary Public Serial No. (if any) CC 174118 My Commission Expires: Feb. 8, 1996  WLEDGEMENT CERTIFICATE  was acknowledged before me this 9th 4, by ROBERT E. BATTAGLIA. He is
official seal Cynthia Elaise Lowis My Commission Expires Feb. 8, 1996 Comm. No. CC 174118  INDIVIDUAL ACKNO STATE OF FLORIDA COUNTY OF ORANGE The foregoing instrument	signature of Person Taking Acknowledgment Print Name: Cynthia Elaine Lewis Notary Public Serial No. (if any) CC 174118 My Commission Expires: Feb. 8, 1996  WLEDGEMENT CERTIFICATE  was acknowledged before me this 9th 4, by ROBERT E BATTAGLIA. He is
official seal Cynthia Elaise Lewis My Commission Expires Feb. 8, 1996 Comm. No. CC 174118  INDIVIDUAL ACKNO STATE OF FLORIDA COUNTY OF ORANGE  The foregoing instrument day of February 199 personally known to me grained as identification and did not	signature of Person Taking Acknowledgment Print Name: Cynthia Elaine Lewis Notary Public Serial No. (if any) CC 174118 My Commission Expires: Feb. 8, 1996  WLEDGEMENT CERTIFICATE  was acknowledged before me this 9th 4, by ROBERT E BATTAGLIA. He is
official Seal Cynthia Elaise Lewis My Commission Expires Feb. 8, 1996 Comm. No. CC 174118  INDIVIDUAL ACKNO STATE OF FLORIDA COUNTY OF ORANGE  The foregoing instrument day of February 199 personally known to me orxinaer	Signature of Person Taking Acknowledgment Print Name:Cynthia Elaine Lewis Notary Public Serial No. (if any) _CC 174118 My Commission Expires: Feb. 8, 1996  OWLEDGEMENT CERTIFICATE  was acknowledged before me this _9th_ 4, by ROBERT E BATTAGLIA. He is  signature of Person Taking
OFFICIAL SEAL  Cynthia Elaise Lewis  My Commission Expires  Feb. 8, 1996  Comm. No. CC 174118  INDIVIDUAL ACKNO  STATE OF FLORIDA  COUNTY OF ORANGE  The foregoing instrument day of February 199  personally known to me orxing as identification and did not  OFFICIAL SEAL  Cynthia Elaine Lewis  My Commission Expires  Feb. 8, 1996	Signature of Person Taking Acknowledgment Print Name:Cynthia Elaine Lewis Notary Public Serial No. (if any) _CC 174118 My Commission Expires: Feb. 8, 1996  OWLEDGEMENT CERTIFICATE  was acknowledged before me this _9th_ 4, by ROBERT E BATTAGLIA. He is stake an oath.  Signature of Person Taking Acknowledgment
official Seal Cynthia Elaiae Lowis My Commission Expires Feb. 8, 1996 Comm. No. CC 174118  INDIVIDUAL ACKNO STATE OF FLORIDA COUNTY OF ORANGE  The foregoing instrument day of Fabruary 199 personally known to me orxinate as identification and did not  Official Seal Cynthia Elaine Lowis My Commission Expires	Signature of Person Taking Acknowledgment Print Name:Cynthia Elaine Lewis Notary Public Serial No. (if any) _CC 174118 My Commission Expires: Feb. 8, 1996  OWLEDGEMENT CERTIFICATE  was acknowledged before me this _9th_ 4, by ROBERT E BATTAGLIA. He is  signature of Person Taking

Pipeline Baxement Tract Number: GSCS-41K

Witnesses:	Grantee:
2 21 - 3	PLORIDA GAS TRANSMISSION COMPANY
LAMON Cracken	By: Stochus
Print Name: Manny McCracken	Name: Carl D. Schulz
Mary Robinson	Title: Yice-President
Print Nee: Mary Robinson	Address: 1400 Smith Street
	Houston, TX 77002
L.	DWLEDGEMENT CERTIFICATE
STATE OF June	
COUNTY OF Harris	
of FLORIDA GAS TRANSMISSION behalf of the corporation.	1 was acknowledged before me this 1994, by Company, a Delaware corporation on the is personally known to me or has as identification and did (did
	Signature of Person Taking
	Acknowledgment Print Name: NADINE N DREPGER
	Notary Public Serial No. (if any)
	My Commission Expires: 4-96
	Surrent 95/2
R:\RMAL\0520\0-2476	
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Pipeline Hasement Tract Number: OSCH-41X

# EXHIBIT "A" (Pipeline Easement Tract Number: OSCE-41X)

An easement fifty (50) feet in width, extending over, under and across a tract of land in the SW 1/4 of Section 4, Township 26 South, Range 30 East, Osceola County, Florida, said tract being part of that property described in O.R. Book 351, Page 39, Osceola County, Florida; the boundaries of said fifty (50) feet wide easement being thirty-five (35) feet Easterly and fifteen (15) feet Westerly of the following described reference line:

Commence at the West 1/4 corner of said Section 4;

Thence S 89°59'09" E, along the North boundary of said SW 1/4, 259.13 feet to the Point of Beginning;

Thence S 39°01'42" E, 227.25 feet;

Thence S 00°55'32" W, 141.79 feet to the Northerly right of way line of Neptune Road and the terminus point of the herein described easement. The side lines of said easement are to be extended or shortened to meet at angle points and to terminate at the North boundary of the SW 1/4 of said Section 4 and the Northerly right of way line of Neptune Road.

The foregoing description constitutes the legal description of the fifty (50) feet wide easement granted to Grantee under the Pipeline Easement to which this Exhibit "A" is attached, and the easement strip shall not be modified or affected in any manner by the descriptions or illustrations set forth on the attached Exhibit "B."



PAGE 1723 1176 BOOK BONG AN ADDRONAL FORTY (40) FOOT WEG STEP ADVOINING AND PARALLEL. WITH THE WESTERLY BOX LINE OF THE ABONE DESCRIBED THERY PIEC (34) FOOT CASSINGLY, AND TANGENAM CONSTRUCTION FURSIDES TO REVENT BUCK TO DRUNTOR DEPORTS CONFLICTION.

CONFLICTION OF CONSTRUCTION. DWG. HO. 179-3 . 7.4 o. 7.4 o. 3.) DWADSHIP RIPRAIND BY CLEFT OR CLEHTS REPRESENTATIVE. If B POSSEL THEY ARE DODG OR LISTLEDING MEDORD OR UNKECHOED WHOM COULD AFFECT HE SUBLICE PROPERTY. NO SEARCH OF THE VIBILIC RECIONS WAS BEEN USEN WHO SPACE. Comment of the second AN EXAMPLE THANK THE TANK THE WORN, EXTENDED ONE, LINDER AN EXCHANGE A SOUTH, AND THE THE TANK THANK TO CLUMB WITH THE THE TANK THANK THANK THE THANK 1.) BEAUWAS SHOWN HEREON ARE BASED ON WEST DOUNDARY OF THE SW SECTION 4, TOWNSHIP 28 SOUTH, RANGE SO EAST, BEING & DOTO'DS 1111 ... Cerstruster Florida Gas Transmission Company PROPOSED PIPELINE CROSSING WILLIAM & ROBERT DATTAGLIA OSCEDLA COUNTY, FLORIDA Harden, Tone TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION: ZROPOSED EASEMENT 2.) FICLD WORK COMPLETED JULY 27, 1993. INTERIOR IMPROVEMENTS NOT LOCATED. CONTINUES TO 1 ACPT, WORT OF LEDS. SKETCH - NOT A SURVEY 1 EXTRA WORK SPACE: 4 į g Page ROTES 1 2 7 a CLA BLC \$ Min Ry Date POINT OF COMMENCEMENT POINT OF BEGINNING OFFICIAL RECORDS PROPERTY LINE Revised ensement widths 2-2 Ż CEMERLAG terior - Personal -11 SECTION NO. 4
TOWNSHIP 26 SOUTH - RANGE 30 EAST
OSCEOLA COUNTY, FLORIDA A ROBERT BATTAGLE OR 33 POS 19 ć P.O.B I HEREOY CRRITY THAT THE DESCRIPTION SKETCH REPRESENTED HEREON METTS THE RENUIREMENTS OF CAMPIER 21HH-B. FAC. FLA. REG. LAND SURVEYOR HO. 4600 HOT VALID UNITES ENDOSSED WITH SEAL SIE DETAL. " A" HORDI BOUNIVER OF SW 1/4 COOPER !!! And Market **\***Z\* STANK J. CO — EDGST. F.A.T. 20" PPFELINE CERTIFICATION REFERENCE LINE P.O.B. 3 8959'00' E 256.13 P.O.C. # 1/4 CORNEY REFION 4 WEST BOUNDARY SW 1/4

EXHIBIT "6"

22 813 9131 EBBI/EZ/01 00:=1 C-64/811/22/9681 0.00 TU

Bill Johnston

101 Church Steet 101 Church Steet 10 chimnen, Fla. 32741

## 6.2x 210 1AL 140

Ε	. A	5	E	M	E	Ν	T

	THIS INDENTURE, made the grand day of Na.
	1971, by and between H. D. PARTIN & SONS INC.
	of Osceola County, State of Florida, parties
4	of the first part, and the CITY OF KISSIMMEE, a municipal corporation, in Osceola County,
STAM	PS Florida, as party of the second part.
30 /	WITNESSETH: That for and in consideration of the sum of
ur TA	and other valuable considerations, in hand paid to the parties of the first
55/	part by the party of the second part, receipt whereof is hereby acknowledged, said parties of
	the first part do hereby grant, bargain, sell, convey and warrant to said party of the second
	part, its successors and assigns forever a right of way and easement of 16 feet in
	width with the right, privilege and authority to said party of the second part, its successors or
	assigns, to erect, construct, operate and mainfain a line or lines for the transmission of electric
	energy thereover for any and all purposes for which electric energy is now or may hereafter be
	used, with all necessary poles, towers, wires, cables, fixtures, and appliances, including guy-
-	wires, stubs, anchors and brace poles, and permitted telephone wire connections, through, over
	and upon the lands of the parties of the first part in Kissimmee, Osceola County, Florida, des-
	cribed as follows: to-wit: A strip of land, 8.0 ft., in width each side of the following described line: From the Northeast corner of Lot 8 of Block 4 of Toliga Manor,Unit C, as recorde in Plat Book 1, Page 193 of the Public Records of Osceola County, Florida, run N 29° 07' 30" E, 97.7 ft. to a point, 42.0 ft. off the Centerline of State Road No. 525,88id point being the Point of Beginning; run thence S 60° 52' 30" E, parallel to said Centerline to the intersection of said line and the Department of Transportation's Right of Way for the Sunshine State Parkway.
	together with the right of the party of the second part, its successors and assigns, to cut and
-	remove from said right of way16 feet wide as above described, any trees,
<u>.</u>	overhanging branches, or other obstructions which may endanger the safety or interfere with the
	operation and maintenance of said-transmission line and such fixtures and appliances, poles,
-	anchors and other appurtenances thereto, or any structure on said right of way; together with
	the privilege and right of ingress, egress and regress in and over the above described right of
	way 16 feet wide at any and all times for the purpose of patrolling the said
	transmission line, or repairing, building, renewing or adding poles or other fixtures and equip-
	CANCELLED  CANCELLED  HARRIS BATTE OF FLORIDA  HARRIS BATTATIE OF FLORIDA  HARRIS BATTATIE OF FLORIDA  OFFICIAL PROPERTY AFFA.

OSCIELA

STATE OF FLORIDA

APR-971

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CANCELLED
HAMRIS, UNDANIFICARIÓNERK
MISCEOLA COUNTYTAKEA.
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### BUOK 210 FALE 141

ment to said line, and the doing of anything necessary, useful or convenient for the full enjoy ment of the easement herein granted.

It is distinctly understood and agreed, however, between the parties hereto, their heirs, legal representatives, successors, or assigns, that when, as, and if said party of the second part should ever voluntarily abandon and remove from said 16 feet right of way the aforesaid transmission line, including all wires, poles, fixtures, equipment and appurtenances thereto, then in that event the right of way and easement herein granted shall automatically come to an end and cease to exist, all with the same effect as if this grant and conveyance had never been made.

The party of the second part shall be allowed during initial construction of the herein referred to electric line to deciate from the said right of way, if the same cannot be avoided. If any damage is caused by reason of this deviation, then the party of the second part shall pay to the party of the first part for the repairs caused by such deviation. This right to deviate by the party of the second part shall cease after the construction phase of the herein-before referred to electric line.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

(SEAL)

( SEAL

10000 E

7 11115

197/, before me perso	nally appeared	Henry O Partin	1 A Sens
ınd .		, to me well known and know	vn to me to
e the persons described in	and who executed	the foregoing Easement, and they	acknowledged
ne execution thereof to be	their free act and	deed for the uses and purposes the	rein mentioned
WITNESS m	y signature and of	icial seal at Kissimmee, inthe Co	unty of
Osceola and State of Florid	the day and ye	ar last aforesaid.	
	$\widetilde{\mathcal{C}}$	Notary Public, State of Flori	<i></i>
NOTARIAL SEAL)		Notary Public, State of Flori	da at Large
		My Commission Expires:  Notary Public, State of Florida at La	rge.
		My Commission Expires April 27, 19	
			, <u> </u>
			APR -6 I
			R -6 IS G.
		, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	PH 2
		1	EF 34
			<u>30</u>
ON THE LE DAY OF_	april A.	T COURT, OSCEOLA COUNTY, FLORID D. 19 <b>2</b> 77, RECORDED AT <b>&amp;: 3</b> 40	A )'
- CLOCK 12 M, IN BOO!	(1214 OFC	FFICIAL RELEADS, PAGE 140	

(E)

	V	
		E A S E M E N T
	•	THIS INDENTURE, made the 10 day of JUNE
	-	197/ , by and between <u>HEZEKIAH WALKER</u>
1		and
		of the first part, and the CITY OF KISSIMMEE, a municipal corporation; in Osceola County,
ST S	STAMPS 30	Florida, as party of the second part.
SUR	TAX_ST	AMPS  and other valuable considerations, in hand paid to the parties of the first
		part by the party of the second party receipt whereof is hereby acknowledged, said parties of
	· ·	the first part do hereby grant, bargain, sell, convey and warrant to said party of the second
		part, its successors and assigns forever, a right of way and easement of
~		width with the right, privilege and authority to said party of the second part, its successors or
		assigns, to erect, construct, operate and maintain a line or lines for the transmission of electric
		energy thereover for any and all purposes for which electric energy is now or may hereafter be
	-	used, with all necessary poles, towers, wires, cables, fixtures, and appliances, including guy-
		wires, stubs, anchors and brace poles, and permitted telephone wire connections, through, over
		and upon the lands of the parties of the first part in Kissimmee, Osceola County, Florida, des-
	٠.	cribed as follows: to-wit:
	-	A strip of land, 8.0 ft., in width each side of the following described line: From the Northwest Corner of Lot 5, of Block 4 of Toliga Manor, Unit C, as recorded in Plet Book 1, Page 193 of the Public Records of Osceola County, Florid Run N 29° 07' 30" E, 72.7 ft., to the Point of Beginning, said point being 67.0 ft., off of the Centerline of State Road No. 525; Run thence S 60° 52' 30" E, parallel to said Centerline, 100.0 ft., to the end of said Easement.
		together with the right of the party of the second part, its successors and assigns, to cut and
		remove from said right of way16feet wide as above described, any trees,
0		overhanging branches, or other obstructions which may endanger the safety or interfere with the
		operation and maintenance of said transmission line and such fixtures and appliances, poles,
		anchors and other appurtenances thereto, or any structure on said right of way; together with
		the privilege and right of ingress, egress and regress in and over the above described right of
		way 16 feet wide at any and all times for the purpose of patrolling the said
	•	transmission line, or repairing, building, renewing or adding poles or other fixtures and equip-
		CANCELLED  HARRISTS, STATE OF FLORIDA  STATE OF FLORIDA

ment to said line, and the doing of anything necessary, useful or convenient for the full enjoyment of the easement herein granted.

It is distinctly understood and agreed, however, between the parties hereto, their heirs, legal representatives, successors, or assigns, that when, as, and if said party of the second part should ever voluntarily abandon and remove from said way the aforesaid transmission line, including all wires, poles, fixtures, equipment and appurtenances thereto, then in that event the right of way and easement herein granted shall automatically come to an end and cease to exist, all with the same effect as if this grant and conveyance had never been made

The party of the second part shall be allowed during initial construction of the herein referred to electric line to deviate from the said right of way, if the same cannot be avoided. If any damage is caused by reason of this deviation, then the party of the second part shall pay to the party of the first part for the repairs caused by such deviation. This right to deviate by the party of the second part shall cease after the construction phase of the hereinbefore referred to electric line.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED

-IN THE PRESENCE OF:

# 800x 221 AU 181

STATE OF PLOKIDA )	
COUNTY OF OSCEOLA )	
THEREBY CERTIFY, that on this	10 day of June
1971 , before me personally appeared	
and Jean L' Walher	, to me well known and known to me to
be the persons described in and who executed th	e foregoing Easement, and they acknowledged
witness my signature and office of Elocida, the day and year	ial seal at Kissimmee, In the County of
(NOTARIAL SEAL)	Notary Public, State of Florida at-Large
	My Commission Expires: //- /8 - 7.3

FILED IN THE OFFICE OF CLECK OF CITCUIT COURT, OSCEPLA COUNTY, FLORIDATION THE ADDRESS OF THE ARRIS G. DANIEL, CLERK BY 124 A DOCUMENT OF THE ARRIS G. DANIEL, CLERK BY 124 A DOCUMENT OF THE ARRIS G. DANIEL, CLERK BY 124 A DOCUMENT OF THE ARRIS G. DANIEL, CLERK BY 124 A DOCUMENT OF THE ARRIS G. DANIEL, CLERK BY 124 A DOCUMENT OF THE ARRIS G. DANIEL, CLERK BY 124 A DOCUMENT OF THE ARRIS G. DANIEL, CLERK BY 124 A DOCUMENT OF THE ARRIS G. DANIEL, CLERK BY 124 A DOCUMENT OF THE ARRIS G. DANIEL, CLERK BY 124 A DOCUMENT OF THE ARRIS G. DANIEL OF THE AR

This instrument was prepared by:
Name Manuel R. Mollet uto
Address
\$510 Detby D?
Kissinner, FL 34744

CFN 2010159077
Bk 04051 Pss 0626 - 628; (3pss)
DATE: 10/21/2010 11:33:40 AM
MALCOM THOMPSON, CLERK OF COURT
OSCEDLA COUNTY
RECORDING FEES 27.00
DEED DOC 0.70

Return to:

Name Kissimmee Utility Authority
Address 1701 W. Carroll Street
Kissimmee FI 34741

#16316

Property Appraiser's Parcel Identification No. Rosa 630 - 00000 90000

EASEMENT DEED

(A nonprofit Floride Corporation)
Iglesia Bautista

THIS INDENTURE, made the 13+4 day of Au 60.57 , 20/0 by Resurrection de kissing er fu UTILITY AUTHORITY, a body politic, in Osceola County, Florida, Grantee.

### WITNESSETH:

That for and in consideration of the sum of \$10.00 DOLLARS and other valuable considerations, in hand paid to the Grantor by the Grantee, receipt whereof is hereby acknowledged, said Grantor does hereby grant, bargain, sell, convey and quitclaim to said Grantee, its successors and assigns forever, a right of way and easement with the right privilege and authority to said Grantee, its successors or assigns, to erect, construct, operate and maintain a line or lines for the transmission and/or fiber optic lines and/or any other purposes of the Grantee and all purposes for which said line or lines can be used without exceeding the boundaries of said right of way and easement thereover for any consistent with this right of way and easement with all necessary poles, towers, wires, cables, fixtures, and appliances, including the Grantor in Osceola County, Florida, described in Exhibit "A" attached hereto; together with the right of the Grantee, its successors and assigns, to cut and remove from said right of way as above described, any trees, overhanging branches, or other obstructions which may endanger the safety of interfere with the operation and maintenance of said transmission and/or structure on said right of way; together with the privilege and right of ingress, egress and regress in and over the above described right of way at any and all times for the purpose of patrolling the said transmission line, or repairing, building, for the full enjoyment of the easement herein granted.

Grantee will be responsible for, and will indemnify, save harmless and defend Grantor against and from all claims and suits for, and all liability loss or expense ensuing from, or incidental to or in connection with, damage to, or loss of any property against and from all claims and suits for, all liability, loss or expense arising out of, or incidental to or in connection with injury to or death of persons, including agents, servants, contractors, licensees, invitees, or employees of Grantor or Grantee, or any other person, if damage, loss, injury or death arise in any manner, directly or indirectly, out of, or incidental to, or in connection with the granting of this Easement, except when such losses and damages are due to the negligence of Grantor, his successors, assigns, lessees, licensees and agents, or third parties.

If this Easement terminates for any reason, Grantee will restore the land to its former condition upon the option of the Grantor including, leveling and filling earth, and removing any improvements placed on the Easement area.

"Grantor" is used for singular or plural as context requires.

IN WITNESS WHEREOF the said Grantor has caused these presents to be properly executed the day and year first above Signed, sealed and delivered in the presence of: NUBE H. MOLLETURO Witness Signature NUBE H. HOLLETURO JORGE BEL VALLE Printed name and Title JAINE V. CALBERON Witness Signature JAJHE V. CALDERON Printed name STATE OF FLORIDA COUNTY OF OSCEOLA THE FOREGOING INSTRUMENT was acknowledged before me this /3+4 day of role of who is to me or who as identification and who did (did not) take an oath. produced WITNESS my hand and official seal on this 13+4day of August \_, A.D. 20**00** My commission expires:

forms.doc

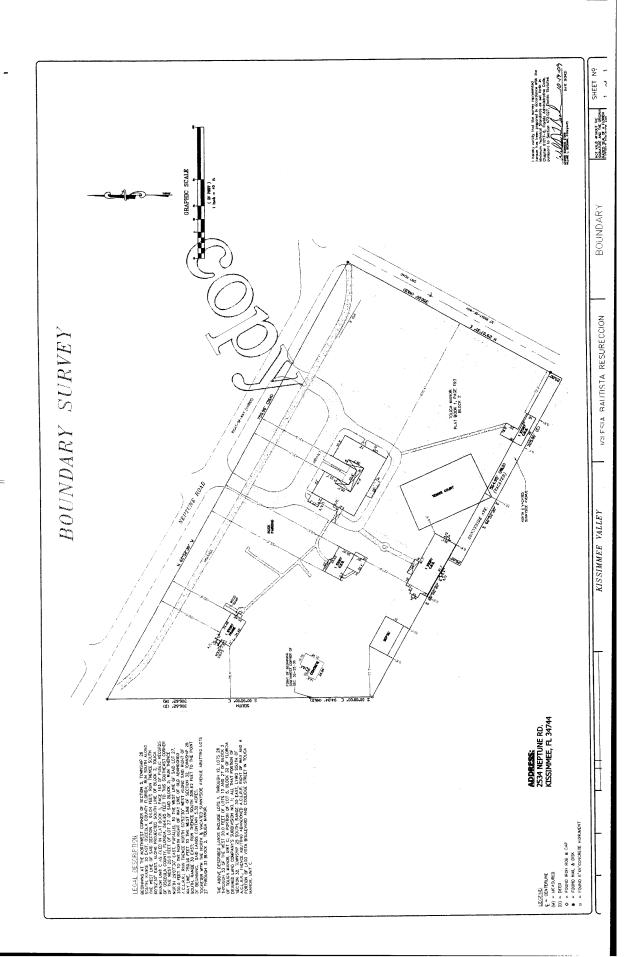
SEAL.

Manuel P. Molleturo

### EXHIBIT "A"

Beginning at the Northwest corner of Section 5, Township 26 South, Range 30 East, Osceola County, Florida; run South along the West line of said Section 5, 94.04 feet; run thence South 60°52'30" East, along projected South line of Block 2, Toliga Manor Unit C, as filed in Plat Book 1, Page 193 of the Public Records of Osceola County, Florida, 564.95 feet to the Southeast corner of the West 20.0 feet of Lot 27 of said Block 2; run thence North 29°07'30" East, parallel to the West line of said Lot 27, 350.0 feet to the North Right of way line of old abandoned A.C.L.R.R.; run thence North 60°52'30" West, along said Right of way line, 759.96 feet to the West line of Section 32, Township 25 South, Range 30 East; run thence South 306.62 feet to the Point of Beginning; together with the North ½ of vacated Sunnyside Avenue abutting subject property.

The above described lands include Lots 1 thru 12, Lots 28 thru 33 and the West 20.0 feet of Lots 13 and 27 of Block 2, of Toliga Manor, Unit C, a portion of Lot 5, Block 32 of Florida Drained Land Company's Subdivision No.1; all that portion of Section 32, Township 25 South, Range 30 East, lying South of A.C.I. R.R.; then abutting abandoned A.C.L. railroad Right of way; and a portion of Lago Vista Boulevard and Coolidge Street and Sunnyside Avenue in Toliga Manor, Unit C.



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E A S E M E N T
THIS INDENTURE, made the 5 day of Committee
19 7 2, by and between ANNA DEL VECCHIO (A Widow)
and City of Kissimmee of Osceola County, State of Florida, parties
of the first part, and the CITY OF KISSIMMEE, a municipal corporation, in Osceola County,
Florida, as party of the second part.
WITNESSETH: That for and in consideration of the sum of One Thousand
Dollars***********************************
part by the party of the second part, receipt whereof is hereby acknowledged, said parties of
the first part do hereby graph, bargain, sell, convey and warrant to said party of the second
part, its successors and assigns forever, a right of way and easement of see exhibit'B' feet in
width with the right, privilege and authority to said party of the second part, its successors or
assigns, to erect, construct, operate and maintain a line or lines for the transmission of electric
energy thereover for any and all purposes for which electric energy is now or may hereafter be
used, with all necessary poles, towers, wires, cables, fixtures, and appliances, including guy-
wires, stubs, anchors and brace poles, and permitted telephone wire connections, through, over
and upon the lands of the parties of the first part in Kissimmee, Osceola County, Florida, des-
cribed as follows: to-wit: From the Southeast corner of Section 31, T 25 S, R 30 E, Osceola County, Florida; run North, along the East line of said Section, 266.2 ft., to the Point of Beginning; run thence N 58° 22' W, 113.67 ft; run thence S 39° 11' W, 25.66 ft; run thence N 50° 49' W, 10.0 ft; run thence N 39° 11' E, 25.66 ft; run thence N 43° 16' W, 120.51 ft., to the West line of Del Vecchio lands; run thence N 32° 19' E, 16.52 ft; run thence S 43° 16' E, 127.54 ft; run thence S 58° 22' E, 106.74 ft; run thence South, 18.79 ft. to the Point of Beginning.
together with the right of the party of the second part, its successors and assigns, to cut and
remove from said right of way see exhibit "B" feet wide as above described, any trees,
overhanging branches, or other obstructions which may endanger the safety or interfere with the
operation and maintenance of said transmission line and such fixtures and appliances, poles,
anchors and other appurtenances thereto, or any structure on said right of way; together with
the privilege and right of ingress, egress and regress in and over the above described right of
way see exhibit "B" feet wide at any and all times for the purpose of patrolling the said
transmission line, or repairing, building, renewing or adding poles or other fixtures and equip
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### BCCK 239 PAGE 31

ment to said line, and the doing of anything necessary, useful or convenient for the full enjoyment of the easement herein granted.

It is distinctly understood and agreed, however, between the parties hereto, their heirs, legal representatives, successors, or assigns, that when, as, and if said party of the second part should ever voluntarily abandon and remove from said see exhibit "B" feet right of way the aforesaid transmission line, including all wires, poles, fixtures, equipment and appurtenances thereto, then in that event the right of way and easement herein granted shall automatically come to an end and cease to exist, all with the same effect as if this grant and conveyance had never been made.

The party of the second part shall be allowed during initial construction of the herein referred to electric line to deviote from the said right of way, if the same cannot be avoided. If any damage is caused by reason of this deviation, then the party of the second part shall pay to the party of the first part for the repairs caused by such deviation. This right to deviate by the party of the second part shall cease after the construction phase of the hereinbefore referred to electric line.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

vanna Vel vicchie (SEAL)
(SEAL)

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

Doroth angelo

2

800K 239 - PAGE - DISSIMMEE TIE LINE LASTICLE MEL VECCHIC LAG 6.

EXHIBIT B

Surveyed at Request of:

Dity of Midnimme

DATE WAR SCALE AND

William J. Johnston
REGISTERED LAND SURVEYOR CERT. No. 935
REGISTERED PROFESSIONAL ENGINEER CERT. No. 1379 P. D. Drawer Z

416 Nubbatte Street Phone 647-2179 /847-8243

Kissimmee, Liurida 12741

FILED IN THE OFFICE OF CLERK OF CIRCUIT COURT, OSCEOLA COUNTY, ELORIDO ON THE 14 DAY OF CLOCK M, IN BOOK 239 OF OFFICIAL RECORDS, PAGE HARRIS G. DANIEL, CLERK BY MUST RECORDS OF OFFICIAL RECORDS OFFICIAL

ed was prepared by: Derrick Builders 705 E. Oak St. Kissimmee, FL 34744

Klusimmee Utility Authority 1701 W. Carroll Street ee, FL 34741

LARRY WHALEY OSCEDLA COUNTY FLORIDA CLERK OF CIRCUIT COURT

CL 2001119112 BIW Date 08/15/2001 OR 1917/2424 Time 11:24:09 DOC STAMPS: 0.00

raise/s Parcel R262529314000150060

Easement Deed , by Taith THIS INDENTURE, made the 7 day of August ... , 200 1, by #aith Buptist hurch whose address is 1990 Neptune Rd Kissimmee R. hereinafter called the Grantor, and KISSIMMEE UTILITY AUTHORITY, a body politic, in Osceola County, Florida, Grantee.

### WITNESSETH:

That for and in consideration of the sum of \$10.00 DOLLARS and other valuable considerations, in hand paid to the Grantor by the Grantee, receipt whereof is hereby acknowledged, said Grantor does hereby grant, bargain, sell, convey and quitclaim to said Grantee, its successors and assigns forever, a right of way and easement with the right privilege and authority to said Grantee, its successors or assigns, to erect, construct, operate and maintain a line or lines for the transmission of electric energy thereover for any and all purposes for which electric energy is now or may hereafter be used, with all necessary poles, towers, wires, cables, fidures, and appliances, including guy wires, stubs, anchors and brace poles, and permitted telephone wire connections, through, over and upon the lands of the Grantor in Osceola County, Florida, described in Exhibit "A" attached hereto; together with the right of the Grantee, its successors and assigns, to cut and remove from said right of way as above described, any trees, overhanging branches, or other obstructions which may endanger the safety or interfere with the operation and maintenance of said transmission line and such fixtures end appliances, poles anchors and other appurtenances thereto, or any structure on said right of way; together with the privilege and right of ingress, egress and regress in and over the above described right of way at any and all times for the purpose of patrolling the said transmission line, or repairing, building, renewing or adding poles or other fixtures and equipment to said line, and the doing of anything necessary, useful or convenience for the full enjoyment of the easement herein granted.

Grantee will be responsible for, and will indemnify, save harmless and defend Grantor against and from all claims and suits for, and all liability loss or expense ensuing from, or incidental to or in connection with, damage to, or loss of any property of Grantor, Grantee, the agents, servants, licensees contractors, invitees or employees of either or any Person and indemnify against and from all claims and suits for, all liability, loss or expense arising out of, or incidental to or in connection with injury to or death of persons, including agents, servants, contractors, licensees, laytees, or employees of Grantor or Grantee, or any other person, if damage, loss, injury or death arise in any manner, directly evindirectly, out of, or incidental to, or in connection with the granting of this Easement, except when such losses and daynages are due to the sole negligence of Grantor.

If this Easement terminates for any reason, Grantee will restore the land to its former condition upon the option Grantor including, leveling end filling earth, and removing any improvements placed on the Easement area.

"Grantor" is used for singular or plural as context/requires.

IN WITNESS WHEREOF the said grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, spaintd and delivered in the presence of:	$\langle \langle () \rangle$
Just Warre	By: Ot Weigh
Witness Signature	Al Weiss Chairman Dealow Board
Printed name	Printed name and Pille
Bromby mccaple	Ву:
Witness Signature	
brandy m-corkle	
Printed name	Printed name and Title
STATE OF FLORIDA COUNTY OF OSCEOLA	
THE FOREGOING INSTRUMENT was acknown the second sec	is personally known to me or who has produced
	as identification and who did (did not) take an oath.
WITNESS my hand and official seal on this	7 day of <u>Hugust</u> , A.D. 200 / .
My commission expires:	11 Selone Bellebrew
MELOINE KILLEBREW	Notaly Public
SEAL Notary Public, State of Florida My comm. exp. Sept. 12, 2003	Meloine Killebian
COMM No COCCOCO	Printed or typed name

Comm. No. CC859833

•				
FROM: DERRICK BLD	PHONE NO. :	4079351813	Aug.	07 2001 11:36AM P2
	<u> </u>		-	22.00,7,72
ACCHESS:	Exhibit A 3	CI	2001110110	05 40454545
•	EARTOIC A	L.L.	2001119112	OR 1917/2425
This instrument Prepared by:	1			
Medica.				
Property Apprehiess Percel Identification (Folio) Number(s):	<u>.</u>			
SPACE ABOVE THIS LINE FOR PROCESS	ING DATA		- SPACE ABOVE THIS LINE FO	OR RECORDING DATA
Permit No.	- • · · ·			
State of Florida	\			(
County of	<b>\$</b>			
The undersigned hereby gives notice	that improvements w	ill be made to ce	enain real property, and	nd in accordance with section EMENT.
Legal description of property (include	-			11
Fl. 34744/Fla Drainlan		_		=
S.25 Deg W 998.84 Ft t	o N Line Par	tin Canal	. E Along Ca	nal 266.56 ft :
N 35 Deg E 924.77 Ft General description of improvements	New Sanctuar	y	Olig R/W 200.	
Owner Faith Baptist Chur	ch of Kissin	mee, Fl		/
Address 1990 Neptune Road,			=	
Owner's interest in site of the improve	•			
Fee Simple Title holder (if other than o	wner)			
Address Contractor Derrick Builders,				
Contractor Derrick Builders,	Inc.	oi-moo E	1 24744	<u>, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>
Address 705 E. Oak Street, Surety n/a	ste. D/ K18	Simmee, r	1 34/44	
Address	<del></del>		Amount of hand S	·
Any person making a loan for the cons			_Amount or bond a	
Namen/a_	bucken of the line	Overlients:		
Address				
Person within the State of Florida des	signated by owner	upon whom n	otices or other doc	cuments may be served as
provided by Section 713.13(1)(a)7., Flor	rida Statutes. 🔪			
Name Derrick Builders, In			<del></del>	
Address 705 E. Oak Street S			34744	
In addition to himself, owner designate				
of 705 E. Oak Street, St				
Expiration date of Notice of Commence date is specified).				
			1/5,	
Class a. Woodburg	<del></del>	Chad Y	Printed Signature of	F/A
HOTARY RUBBER STAMP SEAL	Loave re	tied upon the follow	/ / / /	Affiani Florida
Official Seal		and subscribed be	LUBE	day of MARCH
EVELYN KAY KOGER Notary Public, State of Florids My comm. expires February, 3, 2002	المحالات ا	2000	A .	usy of the first the death and the second
Comm. No. CE 713279 Personally Known GOR Produced Identification	II " Ciri	eline Wa	zy Koaer	
Type of I.O. Produced	Moint Sie	EUD .	NeKa Kan	00
	Printed Har	lary Signature	- ray ivey	

This instrument was prepared by:
Name Arthur J. Grant Lacerte Jr., Esq.
Address Kissimmee Utility Authority
1701 W. Carroll Street
Kissimmee, FL 34741

Return to:

Name Norman Smith

Brinson, Smith and Smith, PA Address 917 W. Emmett Street Kissimmee, FL 34741

Property Appraiser's Parcel Identification No. 3025303121000100A0



CFN 2007089668
Bk 03476 Pss 0971 - 973; (3pss)
DATE: 05/09/2007 02:39:01 PM
LARRY WHALEY, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES 27.00
DEED DOC 0.70

### EASEMENT DEED

**THIS INDENTURE**, made the 8<sup>th</sup> day of May, 2007, by DIVIRGILIO FAMILY PARTNERSHIP, LTD., hereinafter called the Grantor, and KISSIMMEE UTILITY AUTHORITY, a body politic, in Osceola County, Florida, whose address is 1701 W. Carroll Street, Kissimmee, Florida, 34741, hereinafter called the Grantee.

#### WITNESSETH:

That for and in consideration of the sum of \$10.00 DOLLARS and other valuable considerations, in hand paid to the Grantor by the Grantee, receipt whereof is hereby acknowledged, said Grantor does hereby grant, bargain, sell, convey and quitclaim to said Grantee, its successors and assigns forever, a right of way and easement with the right privilege and authority to said Grantee, its successors or assigns, to erect, construct, operate and maintain a line or lines for the transmission and/or distribution of electric energy, for the dissemination, without limitation, of general communications, data and/or other information useful to the Grantee and/or the general public and/or any other purposes of the Grantee for which said line or lines can be used without exceeding the boundaries of said fight of way or imposing a substantive burden on the Grantor's use and enjoyment of its lands and for any and all purposes for which electric energy is now or may hereafter be used, and for any and all other purposes of the Grantee consistent with this right of way and easement with all necessary poles, towers, wires, cables, fixtures, and appliances, including guy wires, stubs, anchors and brace poles, antennas (including without limitation wireless antennas), fiber optic, cable television and telephone wire conhections, through, over and upon the lands of the Grantor in Osceola County, Florida, described in Exhibit "A", attached hereto, together with the right of the Grantee, its successors and assigns, to cut and remove from said right of way as above described, any trees, overhanging branches, or other obstructions which may endanger the safety or interfere with the operation and maintenance of said line or lines and such fixtures and appliances, poles anchors and other appurtenances thereto, or any structure on said right of way; together with the privilege and right of ingress, egress and regress in and over the above described right of way at any and all times for the purpose of patrolling the said line or lines, or repairing, building, renewing or adding poles or other fixtures and equipment to said line or lines, and the doing of anything necessary, useful or convenient for the full enjoyment of the easement herein granted.

By acceptance hereof, Grantee will be responsible for, and will indemnify, save harmless and defend Grantor against and from all claims and suits for, and all liability loss or expense ensuing from, or incidental to or in connection with, damage to, or loss of any property of Grantor, Grantee, the agents, servants, licensees contractors, invitees or employees of either or any Person and indemnify against and from all claims and suits for, all liability, loss or expense arising out of, or incidental to or in connection with injury to or death of persons, including agents, servants, contractors, licensees, invitees, or employees of Grantor or Grantee, or any other person, if damage, loss, injury or death to persons and/or property arise due to the negligent and/or otherwise wrongful conduct of Grantee, in connection with the granting of this Easement, except when such losses, damages, injuries or deaths are due to the negligence and/or otherwise wrongful conduct of Grantor, his successors, assigns, lessees, licensees and agents, or third parties.

By acceptance hereof, Grantee agrees that If this Easement terminates for any reason, Grantee will restore the land to its former condition upon the option of Grantor, including leveling and filling earth, and removing any improvements placed on the Easement area.

"Grantor" is used for singular or plural as context requires.

(Signatures on following page)

IN WITNESS WHEREOF the said Grantor has caused these presents to be executed in its name, and, if applicable, its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

DIVIRGILIO FAMILY PARTNERSHIP, LTD.

Larence H. DiVirgilio, General Partner

Witness Signature

Printed/Name Darah

Witness Signature

**Printed Name** 

STATE OF FLORIDA COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 8th day of May, 2007, by Lawrence H. DeVirgilio, as General Partner on behalf of the DiVirgilio Family Partnership, Ltd.a Flordia limited partnership. He is personally known to me or has produced FDL+ DIG-528-36053-6 as identification.

My commission expires:

**SEAL** 

Sarah Diane 12 Name (typed, printed or stamped)

Commit DD0387779 mu (800)432-4254

Notary Public - State of Florida

# EXHIBIT "A" UTILITY EASEMENT

A parcel of land being a portion of Tract A, Fish Lake - Phase 1, according to the plat thereof, as recorded in Plat Book 12, Pages 151 & 152, of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract A, Fish Lake - Phase 1, according to the plat thereof, as recorded in Plat Book 12, Pages 151 & 152, of the Public Records of Osceola County, Florida; thence North 46°27'45" West along the Northeasterly right of way line of Neptune Road, a distance of 88.96 feet to the POINT OF BEGINNING; thence continue North 46°27'45" West along said Northeasterly right of way line, a distance of 40.00 feet; thence departing said Northeasterly right of way line, North 43°32'15" East, a distance of 80.03 feet; thence North 31°32'44" East, a distance of 154.39 feet; thence South 56°29'07" East, a distance of 50.00 feet; thence South 35°23'57" West, a distance of 161.35 feet; thence South 43°32'15" West, a distance of 80.03 feet to the POINT OF BEGINNING.

07-056-B.KUA.ParcelC

## Appendix 5

**Recommended Alternative Plans (Currently being Finalized)**