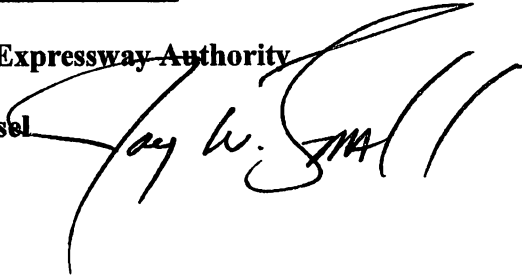


MATEER HARBERT, P.A.
225 East Robinson Street, Ste. 600
Orlando, Florida 32801
Telephone (407) 425-9044
Facsimile (407) 423-2016

MEMORANDUM

TO: The Board of the Central Florida Expressway Authority
FROM: Jay W. Small, Right of Way Counsel
Mateer Harbert, P.A.
DATE: September 22, 2015
RE: S.R. 528 Multi-Modal Corridor, Project 528-1240; Parcels 108/708;
Purchase Agreement



Mateer Harbert, P.A., right of way counsel, submits the attached real estate purchase agreement and requests that the Board of the Central Florida Expressway Authority ("CFX") execute the agreement to purchase Parcels 108/708 for the construction of the S.R. 528 Multimodal Corridor in Orange County, Project 528-1240.

The agreement is for the acquisition of right of way for the construction of a multimodal corridor from east of Orlando International Airport to the Orange/Brevard County line, including an intercity rail line to be constructed and maintained by All Aboard Florida, Inc. ("AAF").

Description and Background

Parcels 108 Part A and B and Parcel 708 comprise a partial taking of 3.37 acres from an abbreviated parent tract containing approximately 20.02 acres. The property was appraised by Woodward S. Hanson of Hanson Real Estate Advisors, Inc. Mr. Hanson opined to a value of \$330,890.00 for the land and improvements taken and a cost to cure, the basis for the initial written offer.

An existing retention pond will be affected by the taking. Eastern portions of the parent tract are located within compensating flood plain areas and wetlands. The initial offer was based on acquiring Parcel 108, containing about 2.56 acres, in fee simple and Parcel 808 containing about .81 acres, as a permanent slope easement. Parcel 808 extended along the north side of the retention pond on the remainder of the property.

Neo Land, LLC, made a counter-offer of \$660,194.80, exclusive of attorneys' fees and costs. It contended that the property's parent tract was worth \$3,250,000.00, based on a recent sale of the property, versus the amount estimated by CFX's appraiser, \$2,032,500.00. CFX's appraisal of the parent tract was lower than the property's assessed value of \$2,639,115.00.

The negotiated agreement changes the original acquisition. While there are legitimate justifications for CFX's estimate of value of the parent tract, the owner contended that parcel 808 was tantamount to a fee taking because it would have no remaining rights to use the servient estate. During negotiations, the owner agreed to convert Parcel 808 to a fee simple acquisition. Former Parcel 808 is now identified in the agreement as Parcel 108 B. During construction, the owner's retention pond has to be drained. Under the agreement, the owner will convey a long term temporary construction easement, Parcel 708, over the entire pond to allow it to be drained and so that construction machinery can circulate around the pond. Parcel 708 has no legal description and is identified conceptually by a sketch.

Subject to Board approval, we have negotiated an agreement to purchase the needed property for \$530,000.00, inclusive of attorneys' fees and costs. The owner's counsel will obtain an attorney's fee of \$30,000.00, approximately \$25,800.00 lower than the statutory attorneys' fee allowable under Chapter 73, Fla. Stat. (2015). This agreement will result in CFX avoiding additional fees and costs for its right of way counsel, avoids the risk of not acquiring title to the property in a timely manner, and avoids the potential liability for payment of additional attorneys' fees and costs for the owner. It will also will secure title to the one remaining parcel of property needed for the AAF project ahead of schedule. These changes to the acquisition will afford AAF and CFX greater flexibility during the construction phase of the project.

Requested Action

The owner's representative is physically located in Turkey, and he has signed the agreement without a notary. The agreement will be completely executed before the Board meeting. Right of way counsel requests that the Board approve the attached agreement for the acquisition of Parcels 108/708 in the amount of \$530,000.00.

Attachment

Real Estate Purchase Agreement for Parcels 108/708

PARCEL NO. 108/708
PROJECT 528-1240
S.R. 528 Multi-Modal Corridor

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into this 15 day of September, 2015 (the "Effective Date"), by and between NEO LAND, LLC, a Florida Limited Liability Corporation ("Owner"), whose address is 1031 W. Morse Blvd., Suite 350, Winter Park, FL 32789 and whose U.S. Taxpayer Identification Number is 47-4042321; and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, ("Authority"), whose address is 4974 ORL Tower Road, Orlando, FL 32807.

WITNESSETH:

WHEREAS, Owner is the fee simple owner of a certain parcel of real property located in Orange County, Florida (the "Property"), being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Authority desires to acquire the Property as right of way for future construction and maintenance of a Multi-Modal corridor along S.R. 528 and/or related facilities ("Project"), or for other appropriate and legally authorized uses, and the Authority is required by law to furnish same for such purpose; and

WHEREAS, the Authority desires to purchase from Owner the fee simple interest and a temporary construction easement in the Property; and

WHEREAS, Owner, under threat of condemnation, desires to sell to the Authority and the Authority desires to purchase from Owner the Property upon the terms and conditions herein below set forth.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Authority to Owner, the threat of the condemnation of the Property by the Authority, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the Authority and Owner hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Agreement to Buy and Sell.** Owner, under threat of condemnation, agrees to sell to the Authority and the Authority agrees to purchase from Owner the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

3. Purchase Price. The total Property to be purchased from Owner is three and 37/100ths acres (3.37) acres, more or less, and includes any and all site improvements (the "Property"). The Authority shall pay Owner for the Property and costs the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), and Thirty Thousand and 00/100 Dollars (\$30,000.00), as and for reasonable attorneys' fees (the "Purchase Price") which Purchase Price shall be paid by the Authority to Owner at Closing. The Purchase Price shall be paid by wire transfer of funds directly to the Kosta & Rotella, P.A. trust account as attorneys for Owner, subject to appropriate credits, adjustments and prorations as hereinbelow provided, and represents the full compensation to Owner for the Property and for any damages suffered by Owner and/or any adjoining property owned by Owner in connection with the transaction contemplated under this Agreement, including, without limitation, severance damages to Owner's remaining property, business damages, consequential damages, any other damages whatsoever, together with interest, if any.

4. Authority's Right of Inspection.

(a) Right of Inspection. The Authority shall at all times prior to the scheduled date of Closing have the privilege of going upon the Property with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which the Authority, in its discretion, deems necessary or desirable to determine the suitability of the Property for its intended uses thereof. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property. The Authority may, in its sole discretion and at its sole cost and expense, have the Property tested, surveyed and inspected to determine if the Property contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants. As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superfund or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). The Authority may obtain a hazardous waste report prepared by a registered engineer, which report, if obtained, shall be satisfactory to the Authority in its sole discretion. In the event the Authority determines that said report is not satisfactory, the Authority may terminate this Agreement, both parties thereby being relieved of all further obligations hereunder, other than obligations which, by the express terms of this Agreement, survive the Closing or the termination of this Agreement.

(b) Termination. In the event Authority elects to exercise its right to terminate this Agreement pursuant to the provisions of Section 4(a) hereof, such election must be exercised by providing written notice of the election to Owner (the "Termination Notice"), which Termination Notice must be timely provided (pursuant to the Notices provisions in Section 11 hereof) prior to the then-scheduled date of Closing.

(c) Indemnification. Subject to limitations provided in Statute 768.28, Florida Statutes, Authority hereby agrees to indemnify and hold harmless Owner against all claims,

demands, and liabilities, including but not limited to attorneys' fees, or non-payment of services rendered to or for Authority, or damages or injuries to persons or property, or the Property, arising out of Authority's inspection of the Property, and not resulting from the wrongful acts or omissions of Owner or Owner's agents. Notwithstanding anything to the contrary set forth in this Agreement, the agreement to indemnify and hold Owner harmless in this Section 4(c) shall survive the Closing or any earlier termination of this Agreement as provided herein. The grant of indemnity in this Section shall include all actions undertaken by Authority or Authority's employees, agents, or consultants. In the event Authority terminates this Agreement during the inspection period Authority shall repair any damage to the Property resulting from Purchaser's inspection activities. In the event this Agreement is not terminated pursuant to the preceding provisions of this Section 4, as to all of Authority's access to and inspections of the Property occurring subsequent to the expiration of the time period for inspection and prior to the Closing the preceding provisions of this Section 4, including the indemnification provisions, shall remain in full force and effect, and shall survive the termination of this Agreement.

5. **Evidence of Title.** Within fifteen (15) days of the Effective Date of this Agreement, the Authority shall, at the Authority's sole cost and expense, obtain, and provide to Owner, a commitment from First American Title Insurance Company for a policy of Owner's Title Insurance (the "Commitment"). Copies of all documents constituting the exceptions referred to in the Commitment shall be attached thereto. The Commitment shall bind the title company to deliver to the Authority a policy of Owner's Title Insurance which shall insure the Authority's title to the Property in an amount equal to the Purchase Price. The Authority shall have Ten (10) days from the date of receipt of the latter of the Commitment or the Survey (as defined below) to examine same and notify Owner of any defects, a defect being a matter which would render title unmarketable or is otherwise unacceptable to the Authority. Owner shall have thirty (30) days from receipt of notice of the title defect within which to remove such defect(s), and if Owner is unsuccessful in removing same within said time period, the Authority shall have the option of: (i) accepting title as it then is; or (ii) terminating this Agreement, whereupon each party shall then be released of all further obligations hereunder. Owners agree that it will, if title is found to be unmarketable or otherwise unacceptable to the Authority, use its best efforts to correct the defect(s) in title within the time period provided therefor. In the event any of the foregoing time periods extend beyond the Closing Date, the Closing Date shall extend accordingly at the Authority's option. Those matters set forth on Exhibit "B" attached hereto and incorporated herein by reference, together with title exceptions listed in the Commitment and accepted in writing by the Authority, shall be deemed and collectively referred to herein as the "Permitted Exceptions". Authority shall take title to the Property subject to the Permitted Exceptions. At Closing, the Authority shall pay the premium for the Owner's Title Insurance Policy to be issued.

6. **Survey.** The Authority shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the "Survey"). Any Survey shall be performed and certified to the Authority and the title company issuing the Commitment in accordance with applicable law, statutes and regulations and shall have located thereon all matters listed in the Commitment which are capable of being shown on a survey. Any survey exceptions or matters not acceptable to the Authority shall be treated as title exceptions. The surveyor shall provide certified legal descriptions and sketches of said descriptions delineating

the Property into various portions of right of way and the legal descriptions will be included in the deed as an additional description of the Property conveyed by Owners.

7. Closing Date and Closing Procedures and Requirements.

(a) Closing Date. The closing of the purchase and sale contemplated under this Agreement (the "Closing") shall be held on or before sixty (60) days after the Effective Date or such earlier date selected by the Authority by providing not less than ten (10) days' written notice to Owner (the "Closing Date"), at the offices of the Authority, or the Authority's attorney, or any other place which is mutually acceptable to the parties.

(b) Conveyance of Title. At the Closing, Owner shall execute and deliver to the Authority a Special Warranty Deed, in the form and content attached hereto as Exhibit "C" and incorporated herein by reference, conveying fee simple marketable record title to the Property to the Authority, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances whatsoever except for Permitted Exceptions and other title exceptions to which Authority has not objected or which Authority has agreed to accept subject to pursuant to Sections 5. In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Owner, such mortgage, lien or encumbrance shall, at the Authority's election, be satisfied and paid with the proceeds of the Purchase Price.

(c) Temporary Construction Easement. At the Closing, Owner shall execute and deliver to the Authority a Temporary Construction Easement over the portion of the existing water retention area and abutting berm width that is not within the Property being acquired in fee by the Authority, in the form and content attached hereto as Exhibit "D." If Owner, its contractors, agents, successors or assigns modify the shape of the retention pond prior to commencement of construction of the Project, then the Temporary Construction Easement shape shall follow the modified pond shape and berm width.

(d) Conveyance of Possession. Title shall transfer as of the Closing Date and, on or before said Closing Date, Owner shall abandon and vacate the Property and shall remove all personal property not included in this transaction that Owner intends to remove from the Property and for which the Authority has not paid Owner as part of the Closing. Owner shall surrender possession of the Property to the Authority at the Closing free of any tenancies, sub-tenancies or encumbrances, except those listed on the Permitted Exceptions in Exhibit "B." or by separate agreement of the parties entered into prior to the Closing. Any personal property or fixtures left by Owner upon the Property after the Closing Date shall be presumed to be abandoned, and the Authority will have the right to remove and destroy such property or fixtures without any responsibility or liability to Owner for any damages or claims whatsoever.

(e) Prorating of Taxes and Assessments. Owner shall pay all taxes, assessments and charges applicable to the Property for the period of time prior to the Closing date. All such taxes, assessments and charges shall be prorated as of the Closing date. At Closing, Owner will pay to the Authority or the closing agent, by credit to the Purchase Price or otherwise, Owner's pro rata share of all taxes, assessments and charges as determined by the

Orange County Property Appraiser, the Orange County Tax Collector and/or other applicable governmental authority.

(f) Closing Costs. The Authority shall, at Closing, pay: (i) all real property transfer and transaction taxes and levies, including documentary stamps on the Statutory Warranty Deed delivered to the Authority hereunder, if any, relating to the purchase and sale of the Property; (ii) the cost of recording the Statutory Warranty Deed delivered hereunder; (iii) all costs pertaining to the title commitment, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements requested by the Authority, and all costs related to the issuance of the Commitment and a title insurance policy insuring title to the Property, should the Authority desire to obtain a title insurance policy on the Property; (iv) all of the costs and expenses associated with the Survey, should the Authority desire to obtain a Survey. All other costs incurred at Closing shall be borne by the parties in accordance with the custom and usage in Orange County, Florida.

(g) General Closing Documents. At Closing, the Owner shall sign a closing statement, an owner's affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes, and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA), an appropriate resolution authorizing the Owner to engage in the transaction, and such other documents as are necessary to complete the transaction. If, at the time of Closing, the Owner holds title to the Property in the form of a partnership, limited partnership, corporation, limited liability company, trust or any form of representative capacity whatsoever, then at Closing the Owner shall sign a Beneficial Interest Affidavit described in Section 286.23, Florida Statutes, as applicable (a copy of which is attached hereto as Exhibit "E").

8. Maintenance of Property. From and after the date hereof and until physical possession of the Property has been delivered to the Authority, Owner will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property or its use, and Owner will pay all taxes and assessments relative to the Property prior to the due date thereof. From and after the date hereof, Owner shall not offer to sell the Property to any other person or entity or enter into any verbal or written agreement, understanding, or contract relating to the sale or conveyance of the Property or any interest therein.

9. Warranties and Representations of Owners. To induce the Authority to enter into this Agreement and to purchase the Property, Owners, in addition to the other representations and warranties set forth herein, make the following representations and warranties, each of which is material and is being relied upon by the Authority and shall survive Closing;

(a) That Owners own fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions and

encumbrances, and there are no tenancy, rental or other occupancy agreements affecting the Property.

(b) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality, unless such action has been commenced by the Authority.

(c) Owners have the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Owners hereunder.

(d) Owners have no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance encumbering the Property or any covenants, conditions, restrictions, rights-of-way or easements which may affect the Property or any portion or portions thereof, and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way or easements.

(e) Owners have no knowledge that the Property has ever been used by previous owners and/or operators to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances. Owners have no knowledge of the Property having ever contained nor does it now contain either asbestos, PCB or other toxic materials, whether used in construction or stored on the Property, and Owners have not received a summons, citation, directive, letter or other communication, written or oral, from any agency or Department of the State of Florida or the U. S. Government concerning any intentional or unintentional action or omission on Owners' part which had resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances. Owners have no knowledge of any release of Hazardous Substances or notice of violation of any environmental law related to such operation.

(f) Owners have no knowledge of any anti-pollution, Environmental Laws, rules, regulations, ordinances, orders or directives which would hinder, prevent or substantially obstruct the Authority's use of the Property.

(g) Owners have no knowledge of any Hazardous Substances, pollutants, contaminants, petroleum products or by-products, asbestos or other substances, whether hazardous or not, on or beneath the surface of the Property, which Owners or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state or federal government or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.

(h) No person, firm or other legal entity other than the Authority has any right or option whatsoever to acquire the Property or any portion or thereof or any interest therein.

(i) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Owners of any provision of any agreement or other instrument to which Owners are a party or to which Owners may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Owners.

(j) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement; and will be true and correct as of the Closing Date.

(k) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which Owners have knowledge, Owners will immediately disclose same to the Authority when such knowledge is first available to Owners; and in the event of any change which may be deemed by the Authority to be materially adverse, the Authority may, at its election, terminate this Agreement.

10. Defaults.

(a) Owner Default. In the event that: (i) any of Owner's representations and warranties contained herein are not true and correct; or (ii) Owner fails to perform in any of Owner's covenants and agreements contained herein within the time performance specified herein; Authority may exercise the following rights and remedies: (i) Authority shall have the right to terminate this Agreement, in which event the obligations of the parties under this Agreement shall be terminated (other than obligations which, by the terms of this Agreement, expressly survive the termination of the Agreement) and this Agreement shall be null and void; or (ii) pursue an action for specific performance of this Agreement against Owner (Authority acknowledges it has waived any right to pursue an action for damages against Owner, in the event of a default by Owner); provided, however, that nothing contained in this subsection shall limit or prevent the Authority from exercising its power of eminent domain to acquire, by condemnation, title to the Property.

(b) Authority Default. In the event either party breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, Owner, in its sole discretion, shall be entitled to: (i) exercise any and all rights and remedies available to it at law and in equity, including without limitation, the right of specific performance; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

11. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal



Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

Authority:

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director
Telephone: (407) 690-5000
Facsimile: (407) 690-5011

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000
Facsimile: (407) 690-5011

With a copy to:

Jay W. Small
MATEER HARBERT, P.A.
225 East Robinson Street, Ste. 600
Orlando, Florida 32801
Telephone (407) 425-9044
Facsimile (407) 423-2016

Owner:

NEO LAND, LLC
1031 W. Morse Blvd., Suite 350
Winter Park, Florida 32789

With a copy to:

Lawrence M. Kosto
KOSTO & ROTELLA, P.A.
619 East Washington Street
Orlando, Florida 32801
Telephone (407) 425-3456
Facsimile (407) 423-9002

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

12. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such



amendment is in writing and executed by Owner and the Authority. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Owner and the Authority do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The parties hereto agree that the exclusive venue for any legal action authorized hereunder shall be in the courts of Orange County, Florida. **TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.**

13. **Survival of Provisions.** Other than as specified to the contrary in Section 10 above, all covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

14. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

15. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration or bankruptcy, at trial or on appeal.

16. **Waiver of Jury Trial.** OWNER AND THE AUTHORITY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

17. **Radon Gas.** Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

18. **Conditional Acceptance.** Owners hereby acknowledge and agree that the Authority's execution hereof and acceptance of the terms and provisions hereof constitute a conditional acceptance and agreement. Notwithstanding anything to the contrary contained herein, it is expressly acknowledged and agreed that, pursuant to Section 119.07(6)(n), Florida Statutes, as amended from time to time, this Agreement shall be subject to the final approval and acceptance by the Authority's Board, in its sole discretion, and shall be accepted or rejected by said Board on or before ninety-five (95) days after the Effective Date of this Agreement (the "Acceptance Date"). In the event of Acceptance, the Authority shall notify Owners in writing within fifteen (15) days after the Board meeting at which the Agreement was accepted by executing and delivering the Notice of Approval and Acceptance in the form attached hereto as **Exhibit "F"**. Provided this Agreement is timely accepted by the Authority, this Agreement shall continue in full force and effect, subject to the terms and provisions hereof. In the event the Authority shall fail to accept this Agreement on or before the Acceptance Date, this Agreement shall be deemed rejected. If this Agreement is rejected or deemed rejected by the Authority, this Agreement shall automatically be null and void and of no further force or effect and the parties shall be released from all further obligations and liabilities hereunder. Owner hereby expressly acknowledges and agrees that Owners have made and entered into this Agreement in consideration of the Authority's covenant to conditionally accept this Agreement subject to final acceptance by the Authority, in its sole discretion, in accordance with the terms and conditions herein set forth.

19. **Design, Location and Funding Disclosure.** In accordance with Section 5-5.025 of the Central Florida Expressway Authority Property Acquisition & Disposition Procedures Manual, Owner acknowledges that: (i) the design and location of any contemplated or proposed roadway systems or access scenarios are not guaranteed unless otherwise specified therein; (ii) funding has not been completed for the subject project; and (iii) this Agreement may be subject to funding by a CFX bond issue or other applicable sources. Nothing included in this Section, including acknowledgement that funding has not as of the Effective Date of this Agreement been completed and that funding may be by a bond issue or other sources, shall operate to extend the scheduled date of Closing, or any other timeline dates in this Agreement.

20. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either the Authority or Owner executes this Agreement.

21. **Release of Authority.** By execution of this Agreement, Owner acknowledges and agrees that as of the date of Owner's execution and delivery of the deed, Owner shall thereby remise, release, acquit, satisfy, and forever discharge the Authority, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Owner ever had, then have, or which any personal representative, successor, heir or assign of Owner, thereafter can, shall or may have, against the Authority, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Owner's conveyance of the Property to the Authority or the applicable project, including, without limitation, any claim for loss of access, air, light or view to Owner's remaining property, or other severance damages to Owner's remaining property, business damages, consequential damages, or any other damages, all from the beginning of the



world to the day thereof. A covenant shall be contained in the deed acknowledging Owner's agreement to the foregoing, in which event if there is any conflict between the terms of the covenant and the deed and the terms of this Section, the terms of the covenant in the deed shall control.

22. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed an offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

23. **Indemnifications Regarding Brokers, Finders, Etc.** Owner represents and warrants to Authority, and Authority likewise represents and warrants to Owner, that they have neither dealt with, nor negotiated with, any broker, sales person or finder in connection with the sale of the Property to Authority, and each Party hereto agree to indemnify and hold the other Party harmless from any and all claims, demands, causes of action or other liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred in defending against any claims arising from or pertaining to any other brokerage commission, fees, costs, or other expenses which may be claimed by any broker, sales person or entity arising out of any actions of Authority (as to the indemnity obligations of Authority) or arising out of any actions of Owner (as to the indemnity obligations of Owner).

24. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida. The venue for all legal proceedings arising out of this Agreement shall be exclusively in the Circuit Court in and for Orange County, Florida.

25. **Waiver/Time.** The waiver of any breach of any provision hereunder by Authority or Owner shall not be deemed to be a waiver of any proceeding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday, or federal holiday, the period shall run until the end of the next day which is neither a Saturday, Sunday or federal holiday. Any time period of five (5) days or less specified herein shall not include Saturdays, Sundays or federal holidays. Where used herein, the term "business days" shall be those days other than Saturdays, Sundays or federal holidays.

26. **Representation by Counsel.** Authority and Seller are both represented in this transaction by counsel. This Agreement shall not be construed more or less favorably against either party, regardless of which party may be deemed the drafter hereof.

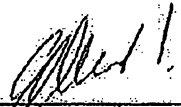
27. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same Agreement.

THE NEXT PAGE IS THE SIGNATURE PAGE



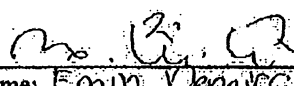
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

WITNESSES:


Print Name: ESIN HIZAL

Print Name: _____

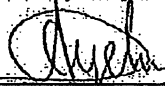
WITNESSES:


Print Name: Emin Demiregulle

Print Name: _____

"OWNER"

NEO LAND, LLC, a Florida
Limited Liability Corporation

By:  KADIR AYDIN
Kadir Aydin, as Authorized Member

Date: 15th September, 2015

"AUTHORITY"

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a body
politic and corporate, and an agency of the
state, under the laws of the State of Florida.

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND
LEGALITY FOR USE AND RELIANCE
BY THE CENTRAL FLORIDA
EXPRESSWAY AUTHORITY:

MATEER & HARBERT, P.A.

By: _____

Date: _____

RECEIVED AND REVIEWED BY THE OFFICE OF
GENERAL COUNSEL, CENTRAL FLORIDA
EXPRESSWAY AUTHORITY:

By: _____
General Counsel

Date: _____

SCHEDULE OF EXHIBITS

EXHIBIT	DESCRIPTION
A	Legal Description - The Property
B	Schedule - Permitted Exceptions
C	Form - Special Warranty Deed
D	Temporary Construction Easement
E	Form - Beneficial Interest Affidavit
F	Notice of Approval and Acceptance



EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Project 528-1240
Parcel No.: 108

Part A

A parcel of land lying in Section 31 Township 23 South, Range 32 East, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK - PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3, for the Point of Beginning; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 596.23 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 52°04'38" West, along said west line and said existing south Limited Access Right of Way line, a distance of 13.96 feet to a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve, along said west line and said existing south Limited Access Right of Way line, having a radius of 639.49 feet, a central angle of 41°36'10", a chord length of 454.20 feet bearing North 58°43'23" East, an arc distance of 464.34 feet; thence run South 89°33'17" East, non-tangent to said curve and along the north line of said plat and said existing south Limited Access Right of Way line, a distance of 197.09 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way.

Containing 2.56 acres, more or less.

Together, with

Part B

The following described property:

A parcel of land lying in Section 31 Township 23 South, Range 32 East, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK - PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 156.26 feet for the Point of Beginning; thence run South 00°26'43" West, a distance of 80.00 feet; thence run North 89°33'17" West, a distance of 462.60 feet to the west line of said plat and said existing south Limited Access Right of Way

line; thence run North 30°44'53" East, along said west line and said existing south Limited Access Right of Way line, distance of 77.87 feet; thence run North 52°04'38" West, along said west line and said existing south Limited Access Right of Way line, distance of 20.99 feet; thence departing said existing south Limited Access Right of Way line, run South 89°33'17" East, a distance of 439.97 feet to the Point of Beginning.

Containing 0.81 acres, more or less.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way.



EXHIBIT "B"
PERMITTED EXCEPTIONS
New Land

NONE



EXHIBIT "C"

FORM - SPECIAL WARRANTY DEED

Project 528-1240

Parcel 108

This deed has been executed and delivered under threat of condemnation and/or in settlement of condemnation proceedings affecting the property described herein and is not subject to documentary stamp tax. See, Department of Revenue Rules 12B-4.013(4) and 12B-4.014(14), F.A.C; and see, Florida Department of Revenue v. Orange County, 620 So.2d 991 (Fla. 1993)

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed the _____ day of _____, 2015 by NEO LAND, LLC, a Florida Limited Company ("Owner"), whose address is _____, hereinafter referred to as "Grantor," to **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose tax identification number is 59-1021557, and whose mailing address is 4974 ORL Tower Road, Orlando, FL 32807, hereinafter referred to as "Grantee",

WITNESSETH that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situated, lying and being in Orange County, Florida to-wit:

Parcel Identification No.: 31-23-32-3859-00-030

SEE ATTACHED EXHIBIT "A" (the "Property")

TOGETHER WITH all right of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

SUBJECT TO those exceptions listed on **EXHIBIT "B"** attached hereto and incorporated herein by this reference, but this reference shall not act to reimpose any of the same.

SUBJECT TO as the ad valorem and real estate taxes for the calendar year 2015 and all subsequent years.

TO HAVE AND TO HOLD the same, in fee simple forever.

AND Grantor covenants that Grantor will covenant and defend title to the Property hereby conveyed against the lawful claims and all persons claiming by, through, or under Grantor but against no others.



AND by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee and Grantee's successors and assigns of and from all, and all manner of, action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantor ever had, now has, then has, or which any personal representative, successor, heir or assign of Grantor, hereafter can, shall or may have, against Grantee, and/or Grantee's successors and assigns, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantor's conveyance of the subject property to Grantee, or the Grantee's or its successors' or assigns' development of the Property, including, without limitation, any claim for loss of access, air, light or view to, from or across Grantor's remaining property, severance damages to Grantor's remaining property, business damages, consequential damages, or any other damages, both before and after the date of this instrument.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

NEO LAND, LLC, a Florida
Limited Liability Corporation

WITNESSES:

Print Name: Esin HIZAL

Print Name: Emin Demiregille

By: [Signature]
Printed Name: KADIR AYDIN
Title: AUTHORIZED MEMBER
Date: 15th September, 2015

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____ of NEO LAND, LLC, a Florida limited liability corporation, the _____, on behalf of the Company. He/She is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My commission expires: _____



Exhibit "A" to Special Warranty Deed

Project 528-1240
Parcel No. 108

Part A

A parcel of land lying in Section 31, Township 23 South, Range 32 East, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK - PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3, for the Point of Beginning; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 596.23 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 52°04'38" West, along said west line and said existing south Limited Access Right of Way line, a distance of 13.96 feet to a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve, along said west line and said existing south Limited Access Right of Way line, having a radius of 639.49 feet, a central angle of 41°36'10", a chord length of 454.20 feet bearing North 58°43'23" East, an arc distance of 464.34 feet; thence run South 89°33'17" East, non-tangent to said curve and along the north line of said plat and said existing south Limited Access Right of Way line, a distance of 197.09 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way.

Containing 2.56 acres, more or less.

Together, with

Part B

The following described property:

A parcel of land lying in Section 31, Township 23 South, Range 32 East, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK - PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 156.26 feet for the Point of Beginning; thence run South 00°26'43" West, a distance of 80.00 feet; thence run North 89°33'17" West, a distance of 462.60 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 30°44'53" East, along said west line and said existing south Limited Access Right of Way

line, distance of 77.87 feet; thence run North $52^{\circ}04'38''$ West, along said west line and said existing south Limited Access Right of Way line, distance of 20.99 feet; thence departing said existing south Limited Access Right of Way line, run South $89^{\circ}33'17''$ East, a distance of 439.97 feet to the Point of Beginning.

Containing 0.81 acres, more or less.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way.



EXHIBIT "D"

Project 528-1240
Parcel 708

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made effective as of this _____ day of _____, 2015, by NEO LAND, LLC, a Florida Limited Company, whose address is _____ (the "Grantor"), for the benefit of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, FL 32807, its successors and assigns, and any future owner or easement holder constructing the AAF Railroad, as defined herein, (the "Grantee");

RECITALS:

WHEREAS, Grantee was created by Part III, Chapter 348, *Florida Statutes*, and charged with constructing, holding, improving, maintaining and operating a tolled road network in Orange County, Florida, known as the Central Florida Expressway Authority System (the "System"); and

WHEREAS, the Authority desires to acquire the Property as right of way for future construction and maintenance of a Multi-Modal corridor along S.R. 528 and/or related facilities ("Project"), or for other appropriate and legally authorized uses, and the Authority is required by law to furnish same for such purpose; and

WHEREAS, Grantor is the fee simple owner of certain real property located in Orange County, Florida, more particularly depicted on Exhibit "A," attached hereto and incorporated herein by reference (the "Temporary Construction Easement Area"), which Temporary Construction Easement Area is located at or adjacent to the Project; and

WHEREAS, Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a non-exclusive temporary construction easement over, under, upon and through the Temporary Construction Easement Area, all in accordance with the terms and conditions provided herein;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Grantor does hereby covenant and agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement.
2. **Grant of Temporary Construction Easement.** Grantor hereby grants, bargains, sells, conveys and declares a non-exclusive temporary construction easement for the benefit of Grantee, Grantee's successors and assigns, and their respective employees, agents, contractors,

subcontractors, independent contractors, and licensees (the "Temporary Construction Easement") over, under, upon and through the Temporary Construction Easement Area.

3. **Purpose of Temporary Construction Easement.** The purpose of the Temporary Construction Easement shall be to permit Grantee, through itself, its employees, agents, contractors, subcontractors, and independent contractors, to enter upon the Temporary Construction Easement Area to access and construct the Project and as is otherwise necessary or convenient to construct the Project, including, without limitation, the construction, placement, repair, renovation, replacement, any other improvements associated with the Project and to drain Grantor's existing retention pond together with the privileges and rights herein granted. For the full enjoyment of the rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions reasonably interfering with the location, construction, and maintenance of the Project and, as necessary or convenient, of importing fill or changing the grade within the easement area, provided Grantee restores such grade prior to the expiration or termination of this easement. To the extent permitted by law and subject to any applicable sovereign immunity, the Grantee shall indemnify and hold harmless the Grantor from and any against any and all damage or loss arising out of the construction activities of the Grantee and/or its contractors, agents and assigns within the Temporary Construction Easement Area. The Grantor further grants to Grantee the reasonable right to enter upon the adjoining lands of the Grantor for the purposes of exercising the rights herein granted. By way of clarification, Grantor acknowledges that it may reconfigure or modify its existing retention pond before the Project is constructed. Exhibit "A" depicts the general location of the existing retention pond. It is the intent of this Easement that the Temporary Construction Easement Area shall mean the pond and berm width in existence at the time of Project construction.

4. **Incidental Rights.** The Temporary Construction Easement herein granted and conveyed by the Grantor to the Grantee shall specifically include, but shall not be limited to, the right of Grantee, its employees, agents, contractors, subcontractors, and independent contractors: (a) to patrol, inspect, alter, improve, maintain, repair, rebuild, and remove all or any part of the improvements consistent with the terms of this Agreement; (b) to trim, cut, or remove trees, bushes, undergrowth and other obstructions or improvements that negatively impact the Project; (c) to enter onto any portion of Grantor's real property necessary for Grantee to exercise the rights granted in this Agreement, upon reasonable notice to Grantor; and (d) all other rights and privileges reasonably necessary or convenient for Grantee's enjoyment and use of the foregoing Temporary Construction Easement for the purposes described above and in furtherance of the provisions set forth herein.

5. **Use of Temporary Construction Easement Area.** The Temporary Construction Easement is non-exclusive, and nothing in this Indenture shall limit Grantor's present or future use of the Temporary Construction Easement Area, including, without limitation, the Grantor's development and construction of improvements of any type thereon or the further reduction or change in grading of the retention pond that is located on the Temporary Construction Easement Areas; provided, however, the Grantee may not change the grade of the Temporary Construction Easement Area in any manner or make any other modifications to the Temporary Construction Easement Area that negatively impacts the integrity and functionality of the Project or any other improvements associated therewith. Grantor may reconfigure the subject

retention pond, and accordingly the Grantor agrees to diligently pursue any and all necessary permit modifications with the Army Corps of Engineers and/or S. Florida Water Management District or other actions necessary to obtain and/or maintain compliance with such permits within the bounds of Grantor's property.

6. **Term of Easement.** The term of the easement granted herein shall begin on the date first written above and end on the earlier of December 31, 2026 or five (5) years from the date that Grantee commences construction of the anticipated improvements on Grantee's adjoining land.

7. **Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Florida. The venue for all legal proceedings arising out of this Agreement shall be exclusively in the Circuit Court in and for Orange County, Florida.

8. **Covenants Run With the Land.** The Temporary Construction Easement granted herein and any other terms and conditions of this Indenture are hereby declared and shall hereinafter be deemed to be covenants running with the Temporary Construction Easement Area and shall be binding upon and inure to the benefit of Grantor and Grantee, and each of their heirs, administrators, executors, personal representatives, successors and assigns.

9. **Grantor's Representations and Covenants.** Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the Temporary Construction Easement Area, (b) that Grantor has full right and lawful authority to grant and convey the easements, rights and privileges described herein to Grantee, (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of said easements, rights and privileges described herein, and (d) that Grantor shall obtain the joinder and consent of any mortgage or lien encumbering the Temporary Construction Easement Area. Grantor covenants not to interfere with the Project or any other improvements or activities associated therewith, now existing or in the future, nor allow any use or uses that will prevent or unreasonably restrict Grantee's ingress and egress to the Temporary Construction Easement Area as described herein, or otherwise impair Grantee's enjoyment of the rights granted herein.

10. **Recording.** This Agreement shall be recorded in the Public Records of Orange County, Florida, at the Grantee's sole cost and expense.

[SIGNATURE(S) ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the date and year first written above.

WITNESSES:

Print Name: ESD HIZAL

Print Name: Emm Demingville

"OWNER"

NEO LAND, LLC, a Florida Limited Liability Corporation

By: KADIR ADIGAL

Its: AUTHORIZED MEMBER

15th, September 2015

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____ of NEO LAND, LLC, a Florida Limited Liability Corporation. He / She is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My commission expires: _____

JOINDER AND CONSENT OF MORTGAGEE

The undersigned, **FIRST COMMERCIAL BANK OF FLORIDA**, as the holder and owner of that certain Mortgage with Absolute Assignment of Leases and Rents, Security Agreement, and Fixture Filing recorded in Official Records Book 8963, Page 4367, Public Records of Orange County, Florida (the "Mortgage"), does hereby join and consent to the preceding Temporary Construction Agreement given by **NEO LAND, LLC**, a Florida Limited Liability Corporation in favor of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida.

**FIRST COMMERCIAL BANK OF
FLORIDA**

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____ of First Commercial Bank of Florida. He/She is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My commission expires: _____



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 628
PROJECT No. 528-1240
PARCEL No. 706
PURPOSE: Temporary Construction Easement
ESTATE: Estate Easement

EXISTING NORTH LIMITED ACCESS RIGHT OF WAY LINE

N89° 33' 17"W 121.75' (bearing base)

S. R. 628 'Beach Line Expressway' (variable width right-of-way)

Point of Commencement
4" x 4" concrete monument (L97183)
Northeast Corner: Tract 3, International Corporate Park - Parcel 10

EXISTING SOUTH LIMITED ACCESS RIGHT OF WAY LINE

radius = 639.49'
central angle = 41° 38' 10"
arc length = 484.34'
chord length = 454.20'
chord bearing = N58° 43' 23"E

S89° 33' 17"E 197.00'
north line Lot 3 (bearing base)

Parcel 108 Part A

Parcel 108 Part B

S90° 28' 43"W 27.77'
S82° 58' 53"W 16.13'
LIMITED ACCESS RIGHT OF WAY LINE
S09° 08' 54"E 167.55'
S09° 08' 44"E 37.30'
S18° 31' 17"E 16.30'

Conservation Easement ORB 4587, Page 4921

Conservation Easement ORB 8747, Page 3164

Point of Beginning

Lot 3 (P)

East 1/2 Lot 3

Tract 3 Conservation Buffer Tract (P)

WEST LINE OF PLAT and EXISTING SOUTH LIMITED ACCESS RIGHT OF WAY LINE

INTERNATIONAL CORPORATE PARK - PARCEL 10
PLAT BOOK 87, PAGE 64

Tract 9 Conservation Tract (P)

Temporary Construction Easement

EAST LINE OF PLAT

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 200 ft.

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DESIGNED BY: HNTB DATE: 08/29/2015
DRAWN BY: PEW AMEC JOB No.: 6374130884
APPROVED BY: RMJ CFX PROJECT No.: 528-1240

LEGAL DESCRIPTION and SKETCH
Amec Foster Wheeler Environment & Infrastructure, Inc.
15 East Andrus Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 822-7370
Certificate of Authorization No. 12-0001822

SHEET 2 OF 2
REVISIONS
DATE BY
11/11/2015 RMJ
11/11/2015 RMJ
11/11/2015 RMJ

Exhibit "A" to Temporary Construction Easement

EXHIBIT "E"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO: _____, Chairman, CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the state, under
the laws of the State of Florida

FROM: NEO LAND, LLC, a Florida Limited Corporation

SUBJECT: Project 528-1240, Parcel 108/708 as more particularly described in Exhibit "A"
attached hereto and the Temporary Construction Easement depicted on Exhibit "B" attached
hereto (hereinafter the "Property")

Please be advised that the undersigned, after diligent search and inquiry, hereby states under
oath, and subject to the penalties for perjury, that the name and address of each person having a
legal or beneficial interest in the Property as of the ____ day of _____, 2015 is as follows:

Name	Address	Percentage of Ownership
_____	_____	
_____	_____	

I swear and affirm that the information furnished herein is accurate as of the date hereof,
and I agree to promptly disclose any changes in the information contained herein, or any errors
in such information.

This disclosure is made under oath and I understand I am subject to penalties for perjury
for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a
conveyance of the Property to the Central Florida Expressway Authority.

[SIGNATURE AND NOTARY ON NEXT PAGE]



SELLER

NEO LAND, LLC, a Florida
Limited Liability Corporation

By: _____

Printed Name: KASIE AYON

Title: AUTHORIZED MEMBER

Date: 15th September, 2015

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as _____ of NEO LAND, LLC, a Florida Limited Liability Corporation. He / She is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My commission expires: _____

Exhibit "A" to Disclosures of Interests in Real Property

Project 528-1240
Parcel No.: 108

Part A

A parcel of land lying in Section 31 Township 23 South, Range 32 East, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK - PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3, for the Point of Beginning; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 396.23 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 52°04'38" West, along said west line and said existing south Limited Access Right of Way line, a distance of 13.96 feet to a non-tangent curve concave to the southeast; thence run northeasterly along the arc of said curve, along said west line and said existing south Limited Access Right of Way line, having a radius of 639.49 feet, a central angle of 41°36'10", a chord length of 454.20 feet bearing North 58°43'23" East, an arc distance of 464.34 feet; thence run South 89°33'17" East, non-tangent to said curve and along the north line of said plat and said existing south Limited Access Right of Way line, a distance of 197.09 feet to the Point of Beginning.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way.

Containing 2.56 acres, more or less.

Together, with

Part B

The following described property

A parcel of land lying in Section 31 Township 23 South, Range 32 East, Orange County, Florida, being a portion of Lot 3 INTERNATIONAL CORPORATE PARK - PARCEL 10 according to the plat thereof as recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet, to the northeast corner of Lot 3; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 16.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 156.26 feet for the Point of Beginning; thence run South 00°26'43" West, a distance of 80.00 feet; thence run North 89°33'17" West, a distance of 462.60 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 30°44'53" East, along said west line and said existing south Limited Access Right of Way

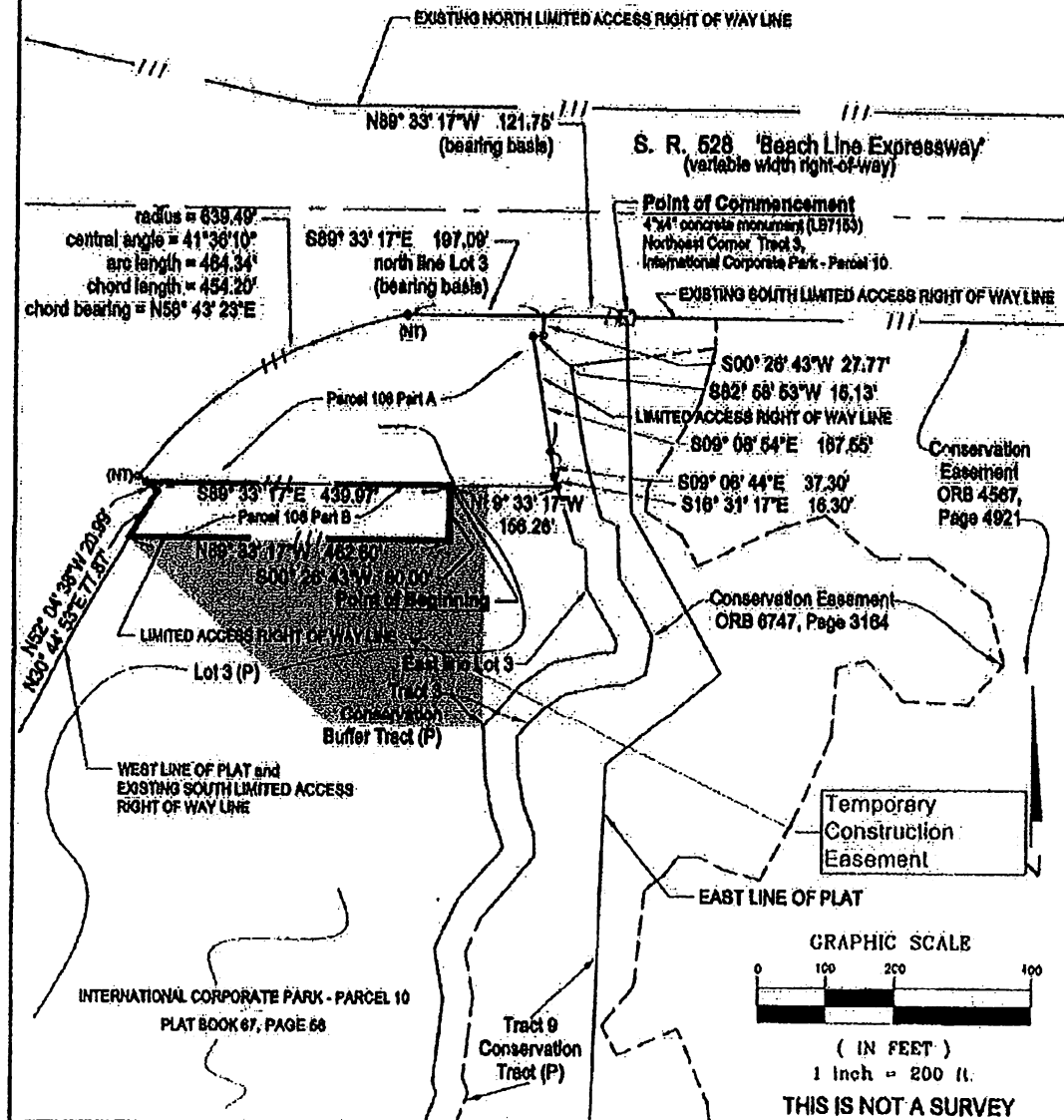
line, distance of 77.87 feet; thence run North 52°04'38" West, along said west line and said existing south Limited Access Right of Way line, distance of 20.99 feet; thence departing said existing south Limited Access Right of Way line, run South 89°33'17" East, a distance of 439.97 feet to the Point of Beginning.

Containing 0.81 acres, more or less.

Together with all rights of ingress, egress, light, air and view to, from or across any of the above described right-of-way property which may otherwise accrue to any property adjoining said right-of-way.



**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**
STATE ROAD 628
PROJECT No. 628-1240
PARCEL No. 708
PURPOSE: Temporary Construction Easement
ESTATE: Estate Easement



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 2 OF 2	
DESIGNED BY: HNTB	DATE: 08/29/2015	Amec Foster Wheeler Environment & Infrastructure, Inc.		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 0374130684	15 East Arvida Street, Suite 200		DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 628-1240	Orlando, FL 32801 USA			
		Phone: (407) 522-7310			
		Fax: (407) 522-7310			
		Cert. No. of Approval Number 18-0001992			

Exhibit "B" to Disclosures of Interests in real Property

(Handwritten signature)

EXHIBIT "P"

NOTICE OF APPROVAL AND ACCEPTANCE

Pursuant to the terms and conditions of Section 119.07(3)(n), Florida Statutes, the Central Florida Expressway Authority, a body politic and corporate and an agency of the state, under the laws of the State of Florida ("Authority"), on the day and date set forth hereinbelow has duly approved and accepted that certain Real Estate Purchase Agreement dated _____, 2015, by and between NBO LAND, LLC, a Florida Limited Liability Corporation, and the Authority.

"AUTHORITY"

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**, a body politic and corporate,
and an agency of the state, under the laws of
the State of Florida

By: _____
Printed Name: _____
Title: _____
Date: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this _____ day of _____
2015, by _____ as _____ of Central Florida Expressway
Authority, a body politic and corporate, and an agency of the state, under the laws of the State of
Florida, on behalf of the corporation. He / She is personally known to me or has produced
_____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No. _____

My commission expires: _____

