# \*AMENDED Agenda CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT-OF-WAY COMMITTEE January 27, 2016 2:00 p.m.

## 1. CALL TO ORDER

#### 2. PUBLIC COMMENT

Pursuant to Florida Statute 286.0114 (2013) the Right of Way Committee will allow public comment on any matter either identified on this meeting agenda as requiring action, or anticipated to come before the Committee for action in reasonable proximity to this meeting. Speakers shall be limited to three minutes per person and the assignment of one person's time to another or designation of group spokesperson shall be allowed at the discretion of the Committee Chairman.

# **3. APPROVAL OF MINUTES** – November 20, 2015

TAB A

Requesting approval of the 11/20/15 minutes. Action Item.

# 4. S.R. 429 (ELLEN S. HARDGROVE AICP PLANNING CONSULTANT, INC.) WEKIVA PARKWAY (PROJECT 429-202, 203, 204, 205 AND 206)

TAB B

David Shontz, Shutts & Bowen

Requesting the Committee's recommendation for Board approval of the proposed Second Agreement for Engineering Expert Witness Consulting Services. **Action Item.** 

# 5. S.R. 429 (DONALD W. MCINTOSH ASSOCIATES, INC.) WEKIVA PARKWAY PROJECT (PROJECT 429-202, 203, 204, 205 AND 206)

TAB C

David Shontz, Shutts & Bowen

Requesting the Committee's recommendation for Board approval of the proposed Second Agreement for Engineering Expert Witness Consulting Services. **Action Item.** 

# 6. S.R. 429 (URBAN ECONOMICS, INCORPORATED) WEKIVA PARKWAY PROJECT (PROJECT 429-202, 203, 204, 205 AND 206)

TAB D

David Shontz, Shutts & Bowen

Requesting the Committee's recommendation for Board approval of the proposed Addendum to Agreement for appraisal services. **Action Item.** 

# 7. S.R. 429 (HENDERSON) WEKIVA PARKWAY PROJECT (PROJECT 429-202)

PARCEL 112 – Trippe Cheek, Winderweedle, Haines, et. al.

TAB E

Requesting the Committee's recommendation for Board approval of an Offer of Judgment. **Action Item.** 

# 8. S.R. 429 (HATCHER) WEKIVA PARKWAY PROJECT (PROJECT 429- 202)

PARCELS 113/713 - Trippe Cheek, Winderweedle, Haines, et. al.

TAB F

Requesting the Committee's recommendation for Board approval of an Offer of Judgment. **Action Item.** 

#### **CONTINUED ON PAGE 2**

# \*AMENDED Agenda RIGHT-OF-WAY COMMITTEE January 27, 2016 Page 2

9.	S.R. 429 (AMCO PROPERTY GROUP II, LLC) WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCEL 126 - Trippe Cheek, Winderweedle, Haines, et. al. Requesting the Committee's recommendation for Board approval of a proposed settlement. Action Item.	TAB G
10.	S.R. 429 (MERCED) WEKIVA PARKWAY PROJECT (PROJECT 420-204)  PARCEL 254 – Trippe Cheek, Winderweedle, Haines, et. al.  Requesting the Committee's recommendation for Board approval of attorney's fees and expert fees. Action Item.	ТАВ Н
11.	S.R. 429 (ACKLEY) WEKIVA PARKWAY PROJECT (PROJECT 429-204)  PARCEL 266 - Trippe Cheek, Winderweedle, Haines, et. al.  Requesting the Committee's recommendation for Board approval of attorney's fees for the representation of the tenant. Action Item.	TAB I
12.	S.R. 429 (HOLDER & STRITE) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCELS 275/279 - Trippe Cheek, Winderweedle, Haines, et. al. Requesting the Committee's recommendation for Board approval of the proposed settlement for claimed business damages. Action Item.	TAB J
13.	S.R. 429 (MCMAHAN) WEKIVA PARKWAY PROJECT (PROJECT 429-204)  PARCEL 303 - Trippe Cheek, Winderweedle, Haines, et. al.  Requesting the Committee's recommendation for Board approval of the proposed settlement. Action Item.	ТАВ К
14.	S.R. 429 (DIAZ-BORDON) WEKIVA PARKWAY PROJECT (PROJECT 429-203)  PARCEL 185 – Linda Brehmer Lanosa, CFX  Requesting the Committee's recommendation for Board approval of the proposed settlement. Action Item.	TAB L
15.	S.R. 429 (ORLANDO BELTWAY ASSOCIATES) WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCEL 235 - Linda Brehmer Lanosa, CFX Requesting the Committee's recommendation for Board approval of the proposed settlement. Action Item.	ТАВ М
16.	S.R. 429 (HUANG) WEKIVA PARKWAY PROJECT (PROJECT 429-203)  PARCEL 233 - Linda Brehmer Lanosa, CFX  Requesting the Committee's recommendation for Board approval of the proposed settlement. Action Item.	TAB N

# **CONTINUED ON PAGE 3**

# \*AMENDED Agenda RIGHT-OF-WAY COMMITTEE January 27, 2016 Page 3

17. S.R. 429 (PROJECT ORLANDO) WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCELS 197/897, 230, 257 AND 267 – James Spoonhour, Lowndes, Drosdick, et. al. and Joseph L. Passiatore, CFX Report on mediation for Parcels 197/897, 230, 257, and 267. (There are no backup materials for this item). Information/Action Item.

# 18. RIGHT OF WAY LEGAL COUNSEL - RENEWAL OF CONTRACTS

Consideration of VIP's Reverse Offer of Judgment. Action Item.

Joseph L. Passiatore, CFX
Renewal of Right of Way Counsel Contracts for a one year term with
Winderweedle, Haines, Ward and Woodman, P.A. (Contract Number 000427) and
Shutts & Bowen (Contract Number 000930). **Action Item.** 

TAB O

# \*19. S.R. 429 (VIP PROPERTIES) WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCEL 170 – Linda Brehmer Lanosa

TAB P

- OTHER BUSINESS
- 21. ADJOURNMENT

20.

#### This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Central Florida Expressway Authority at 407-690-5000.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5317 or by email at Iranetta.dennis@CFXway.com at least three business days prior to the event.

# MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY Right of Way Committee Meeting November 20, 2015

Location: CFX Boardroom

# Committee Members Present:

Sandy Minkoff, Lake County Representative, Chairman
Frank Raymond, Osceola County Representative
Bob Babcock, Orange County Representative (Alternate for Ann Caswell)
Laurie Botts, City of Orlando Representative
Brett Blackadar, Seminole County Representative

# **CFX Staff Present at Dais:**

Laura Kelley, Executive Director
Joseph L. Passiatore, General Counsel
Linda Brehmer Lanosa, Deputy General Counsel
Mimi Lamaute, Paralegal/Recording Secretary

# Item 1: CALL TO ORDER

The meeting was called to order at 2:00 p.m. by Chairman Minkoff.

# Item 2: PUBLIC COMMENT

There was no public comment.

# Item 3: APPROVAL OF MINUTES

Item 3 of the October 28th meeting minutes was amended as follows:

Action: A motion was made by Ms. Botts and seconded by Mr. Terwilliger Mr. Raymond to approve the minutes of the August 26, 2015 Right of Way Committee meeting as presented."

Action: A Motion was made by Ms. Botts and seconded by Mr. Blackadar to approve the minutes of the October 28, 2015 Right of Way Committee meeting minutes with the above identified correction.

Mr. Minkoff expressed his concern regarding the truncated minutes. Ms. Kelley explained that, per CFX Policy, the minutes are action based as requested and approved by the Board.

Vote: The motion carried 4 to 1 with Mr. Raymond, Mr. Blackadar, Mr. Babcock and Ms. Botts voting AYE by voice vote and Mr. Minkoff voting NAY.

# Item 4: S.R. 429 (MARTIN) WEKIVA PARKWAY (PROJECT 429-203) PARCEL 174

Mr. Shontz is requesting the Committee's recommendation for Board approval of a proposed settlement with Jackie D. Martin and Debora F. Martin, the Owners.

Mr. Shontz provided the Committee with a description of the property and background on the negotiations. Parcel 174 is a fee simple acquisition of 0.839 acres, more or less, taken as limited access right-of-way property.

A CFX appraisal was done by Mr. Hall with an estimated value of \$49,000 (land value \$25,200, severance damages attributable to the remainder \$19,600, improvements \$3,600 and cost to cure \$600). The property owners sought assistance in the valuation of the property from Rick Dreggors, but he did not finalize an appraisal report.

A settlement was negotiated in the amount of \$80,000, plus a reduced statutory attorney's fee, experts' fees, and costs totaling \$14,500.

The Committee asked several questions, which were answered by Mr. Shontz.

Action: A motion was made by Ms. Botts and seconded by Mr. Blackadar to recommend to the Board approval of the proposed settlement agreement in the amount of \$94,500 in full settlement of all claims for compensation in the acquisition of Parcel 174.

Vote: The motion carried unanimously with five members present and voting AYE by voice vote.

## Item 5: S.R. 429 (SPARKS) WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCEL 122

Mr. Cheek is seeking the Committee's approval for Board approval of a settlement with Randy and Mary Sparks, the Owners, for the acquisition of Parcel 122.

Mr. Cheek provided the Committee with a description of the property and background on the negotiations. Parcel 122 involves a partial taking from a 5.678 acre tract of land. CFX acquired 1.115 acres of land in fee simple.

CFX's appraisal of the property was prepared by Christopher D. Starkey of Integra Realty Resources-Orlando. His updated appraisal estimated that the amount of compensation owed to the landowner was \$92,400 (land taken \$30,100, improvements \$4,000 and severance damages \$58,300). The Owners' appraisal was done by Matthew P. Ray of Cantrell Ray Real Estate. Mr. Ray's valuation conclusions are summarized as follows:

Land Taken (1.115 acres)	\$ 44,600
Improvements	\$ 6,105
Severance Damage plus cure	<u>\$ 121,124</u>
Total Compensation	\$ 171,829

At mediation, the parties reached a proposed agreement in the amount not to exceed \$132,700. In addition, CFX would pay statutory attorneys' fees, expert fees and costs in an amount not to exceed \$64,627. Under the proposed settlement, CFX will not be responsible for constructing a wall, which is an estimated savings of \$38,800.

The Committee asked several questions, which were answered by Mr. Cheek. Staff explained that the statutory attorneys' fees, expert fees and costs in an amount not to exceed of \$64,627 is 10-15 percent less than the amount of the invoices.

Action: A motion was made by Mr. Blackadar and seconded by Mr. Babcock to recommend to the Board approval of the proposed settlement in the amount of \$197,327 in full settlement of all claims for the acquisition of Parcel 122.

Vote: The motion carried unanimously with five members present and voting AYE by voice vote.

# Item 6: S.R. 429 (CIPOLLONE) WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCEL 123

Mr. Cheek is seeking the Committee's recommendation for Board approval of a settlement with David Cipollone, the Owner, for the acquisition of Parcel 123.

Mr. Cheek provided the Committee with a description of the property and background on the negotiations. Parcel 123 involves a partial taking from a 5.185 acre tract of land. CFX acquired 0.661 acres of land in fee simple.

CFX's appraisal of the property was prepared by Christopher D. Starkey of Integra Realty Resources – Orlando. His revised appraisal estimated that the amount of compensation owed to the landowner was \$44,400.

The Owner retained the appraisal services of Matthew P. Ray of Cantrell Ray Real Estate, LLC. Mr. Ray's valuation conclusions are summarized as follows:

Land Taken (0.661 acres)	\$ 26,440
Improvements	\$ 10,345
Severance Damages plus cure	\$ 109,792
Total Compensation	\$ 146,577

The parties have reached a proposed settlement in the amount of \$110,000 to the landowner and a not-to-exceed amount of \$58,314 in expert fees, attorneys' fees and costs.

Action: A motion was made by Mr. Blackadar and seconded by Mr. Raymond to recommend to the Board approval of the proposed settlement in the amount of \$168,314 in full settlement of all claims for the acquisition of Parcel 123.

Vote: The motion carried unanimously with five members present and voting AYE by voice vote.

# Item 7: S.R. 429 (ORANGE COUNTY) WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCEL 150

Ms. Brehmer Lanosa explained this matter is a condemnation case involving Orange County. According to the updated Right of Way Committee Charter, there is no conflict in voting or discussing this item by the Orange County Committee representative.

Parcel 150 is a 35.38-acre taking from a 51.47-acre parent tract leaving two remainders totaling 16.09 acres. Ms. Brehmer Lanosa explained how Orange County acquired the property, provided the Committee with the description of Parcel 150 and explained the prior and current use of the parcel. The Committee was provided a handout with the locations of the parcels being discussed today attached as Exhibit "A."

CFX's appraisal of the property was prepared by Walter N. Carpenter, Jr. Mr. Carpenter's estimate of value is as follows:

Land (35.38 acres @ \$15,000/acre)	\$ 530,700
Improvements	\$ 3,900
Severance Damages	\$ 26,300
<b>Total Compensation</b>	\$ 560,900

Orange County, through Edward Chew, Senior Assistant County Attorney, countered at \$739,800 based upon a land value of \$20,000/acre. In the spirit of cooperation, Orange County made a counteroffer without ordering an appraisal report and without incurring the expense of expert fees and costs.

Discussion ensued as to how Orange County calculated their counteroffer.

Action: A motion was made by Ms. Botts and seconded by Mr. Babcock to recommend to the Board approval of the proposed settlement in the amount of \$739,800 for Parcel 150.

Vote: The motion carried unanimously with five members present and voting AYE by voice vote.

Item 8: S.R. 429 (TYSZKO) WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCEL 228

Ms. Brehmer Lanosa is requesting the Committee's recommendation for Board approval of a proposed settlement with Michael Tyszko, Owner.

Ms. Brehmer Lanosa provided the Committee with a description of the property and background on the negotiations. Parcel 228 is a partial taking of 0.1546 acres. Mr. Carpenter appraised the property on behalf of CFX and estimated the land value at \$23,575, plus \$7,665 for trees and sod, totaling \$31,240.

The Owner retained the appraisal services of Martin Engelmann, Jr. Mr. Engelmann's estimate of value is below:

Land Taken	\$ 97,700	
Severance Damages plus cure	\$ 108,000	
Total Compensation	\$ 206,000	

The parties are willing to settle full compensation at \$136,883. CFX has incurred \$42,000, based on internal invoices and according to a recent report from Shutts & Bowen. Expert fees are \$65,487, costs are \$10,561 for a total about \$76,048 in costs that CFX has incurred. The Owner has provided invoices from his experts in the amount of \$86,209.98, but is willing to accept \$77,588.98.

The Committee asked several questions, which were answered by Ms. Brehmer Lanosa. Discussion ensued as to what the cost would be to try this case. A comparison of costs and fees incurred in CFX previously tried cases and estimates of taking for this parcel to trial was provided to the Committee, attached as Exhibit "B."

Mr. Blackadar expressed his concerns regarding the values in the settlement. Mr. Minkoff, also expressed his concern in the values and the difference in the amount of the settlements due to the threat of trial.

Action: A motion was made by Mr. Babcock to recommend to the Board approval of the proposed settlement in the amount of \$136,883.00 plus attorney's fees in the amount of \$34,862.19 and expert fees, expert costs and costs in the amount of \$77,588.98.

Vote: The Motion died for lack of a second.

A question was asked whether a formal motion to deny was required and Mr. Passiatore indicated that was not necessary since the settlement could not be presented to the Board without Committee approval. Therefore, the matter will remain pending.

# Item 9: S.R. 429 (KELLY) WEKIVA PARKWAY PROJECT (PROJECT 429- 203) PARCELS 209/221

In response to Mr. Minkoff's request, Ms. Brehmer Lanosa provided the Committee with a synopsis of the trial regarding Parcel 209/221.

Ms. Brehmer Lanosa explained this was tried by Shutts & Bowen. This matter consisted of two different parcels 221/209 that have been combined for the purpose of trial. These parcels are for a retention pond and are underneath the interchange. The Owner's attorney claimed was that since these parcels were under the interchange they should have been valued as though they were interchange properties or corner properties.

Ms. Brehmer Lanosa explained the comparison of opinions of value by the appraisers.

CFX's appraised value was \$719,000; the Owner's appraisal value was \$4,240,000; and Owner wanted \$5,133,807. Ms. Brehmer Lanosa explained the settlement negotiations.

The Trial consisted of 12 jurors and 2 alternate jurors. It was scheduled for 5 days but there were 7 days of trial. There was a site visit. CFX called 2 expert witnesses and 1 fact witness. The Owner called 3 expert witnesses, 2 fact witnesses, and the owner.

The Committee commented on eminent domain cases that have previously gone to trial victoriously. There was also discussion on the discrepancy between CFX's appraisals and the Owners' appraisal.

The Committee discussed having CFX appraisers present an item on a future committee agenda regarding their appraisal methods.

(This Item was presented for informational purposes. No action by the Committee was taken.)

This item was heard out of order.

# item 11: S.R. 414 - MAITLAND AVENUE EXTENSION PROJECT (PROJECT 414-211) (JOHN LAND APOPKA EXPRESSWAY) CASE NO. 2006-CA-006250-O -PARCEL 406

Mr. Passiatore chronicled the history of the Doerr v. CFX matter which commenced in 2006 from the Maitland Boulevard Extension Project. The Fifth District Court ruled in favor of CFX but certified the question about excessive litigation to the Florida Supreme Court.

The Florida Supreme Court remanded this matter back to the trial court for a decision as to exactly how much time the property owners' lawyers actually had to invest or expend in order to rebut the "excessive litigation" in this case.

Mr. Milian of Broad & Cassel, the Right of Way Counsel in this matter, provided the Committee with additional history. Fixel & Willis ("Fixel") is the law firm representing the property owners. Mr. Milian explained the two options to consider: 1) CFX could attempt to schedule a mediation in order to attempt to settle the remaining issue; or 2) CFX could hire experts and schedule an evidentiary hearing.

The Committee asked several questions, which were answered by Mr. Milian and Mr. Passiatore.

Outside Counsel will contact Fixel to propose a mediation or attempt settlement in this matter and come back to the Committee with the results.

(This Item was presented for informational purposes. No action by the Committee was taken.)

# Item 10: S.R. 528 – BEACHLINE PROJECT (PROJECT 528-1240)

Ms. Kelley updated the Committee regarding the General Engineering Consultant (GEC) letters declaring certain parcels surplus, which was before the Committee last month. The GEC letters were received on time. The bond counsel letter, which was a condition precedent, was also received. These documents were forwarded to the Florida Department of Transportation. CFX expects to receive FDOT's approval in the next two weeks.

(This Item was presented for informational purposes. No action by the Committee was taken.)

# Item 12: OTHER BUSINESS

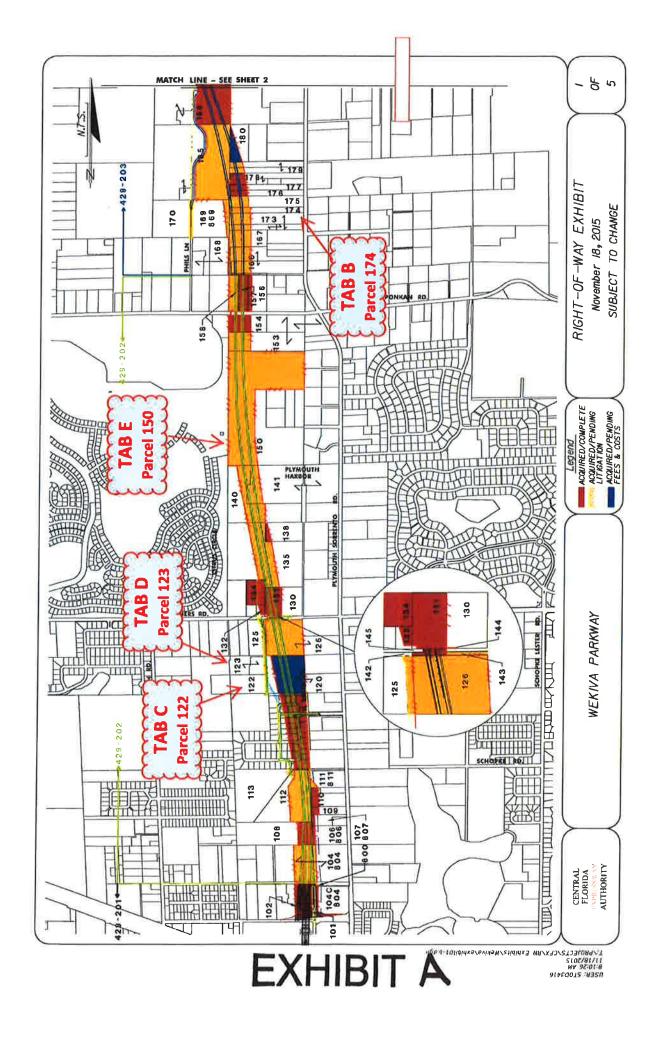
The Chairman reminded Osceola and Seminole Counties that names for their designated substitutes needed to be provided.

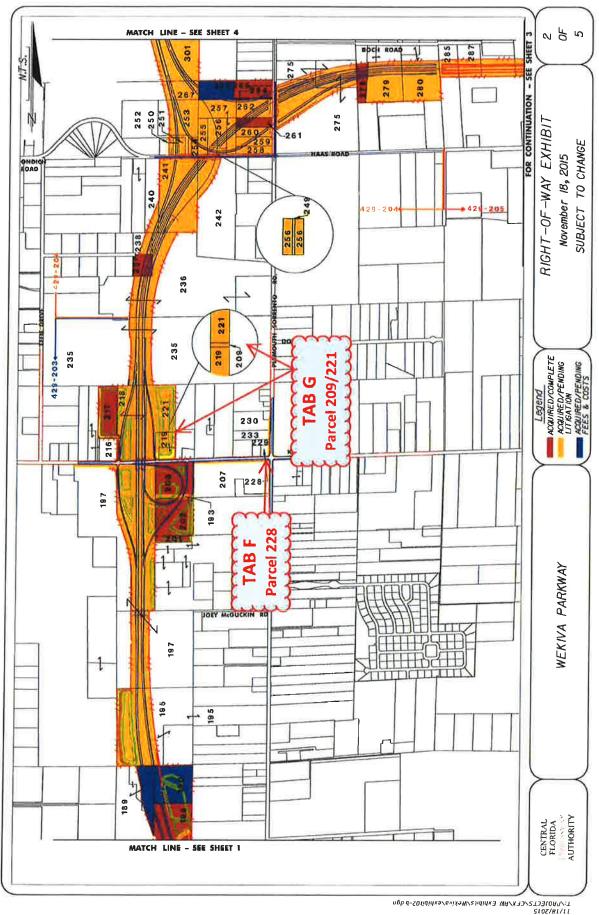
Mr. Passiatore advised the Committee that it is the Board's preference that all CFX Committee members file Financial Disclosure Form 1. This codification to the Ethics Policy will be on the December board meeting agenda.

## Item 13: ADJOURNMENT

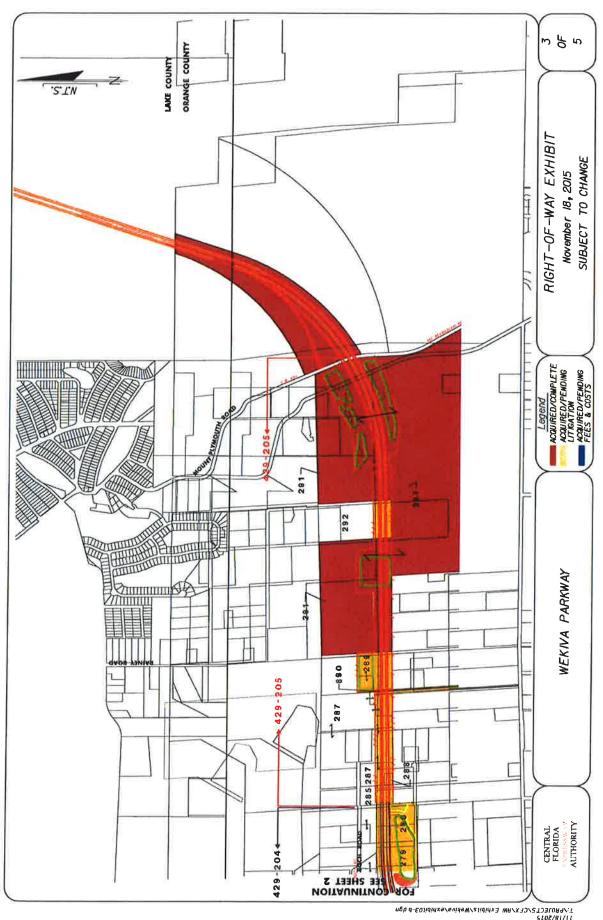
Chairman Minkoff adjourned	the meeting at 3	meeting at 3:36 p.m.	
Minutes approved on	. 2	2015.	

Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at publicrecords@CFXWay.com or 4974 ORL Tower Road, Orlando, FL 32807.

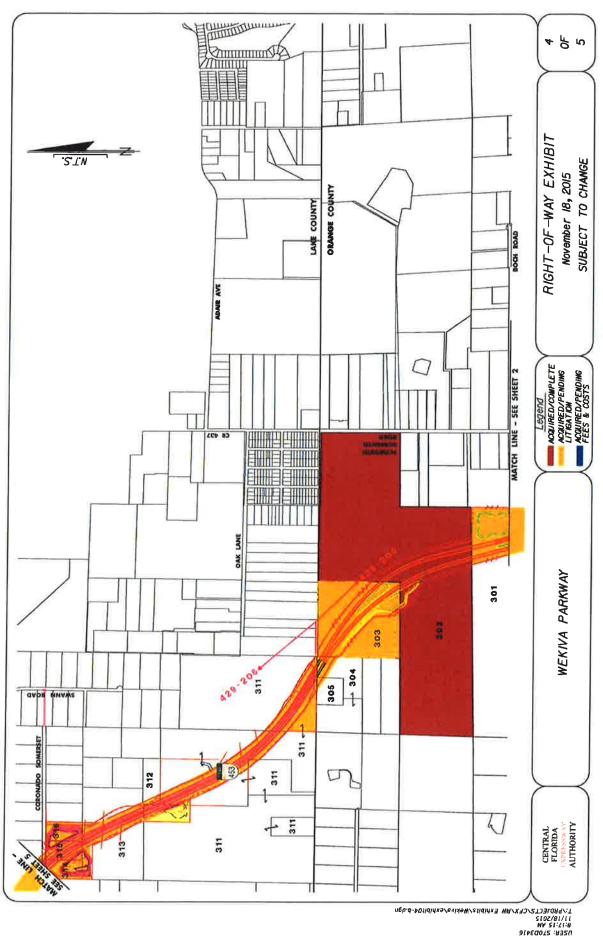


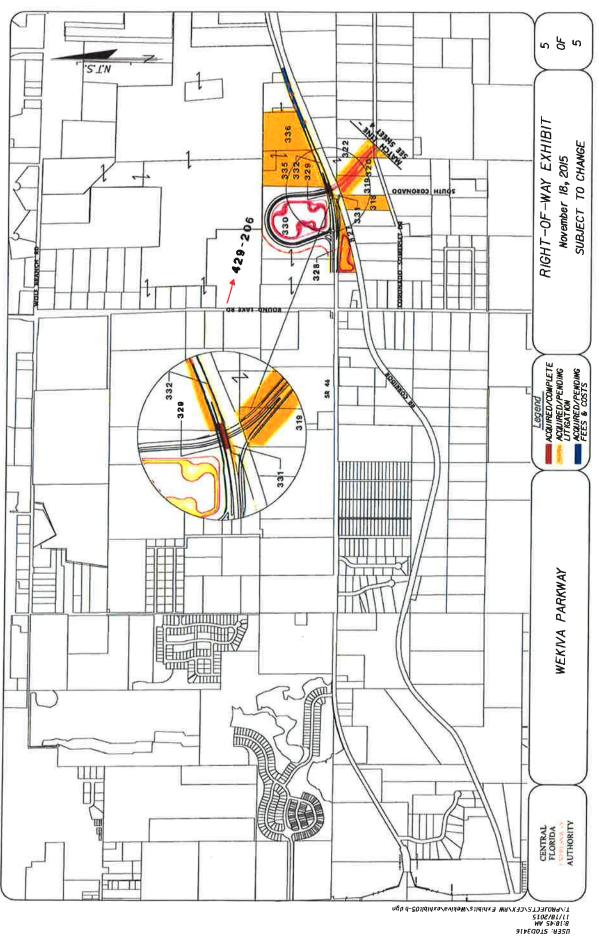


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1./PROJECTS/CFX/RW Exhibits/Wekiva/exhibit03-b dgn 11/18/2015 USER: Stodaa16 USER: Stodaa16





## Linda Lanosa

From:

David A. Shontz <dshontz@shutts.com>

Sent:

Friday, November 20, 2015 12:43 PM

To:

Linda Lanosa

Cc:

Sidney C. Calloway; Josee L. Goodwin; Mary E. Farmer

Subject:

RE: Revised Costs 209 and 221

Linda,

Parcel 219 and 228 fees and costs are as follows:

219

Fees **Experts**  \$273,777

\$103,808 \$24,300

401,885

Costs

<u> 228</u> Fees Experts

Costs

\$40,992 \$65,487

\$10,561

<MFarmer@shutts.com>

Subject: Revised Costs 209 and 221

Linda,

Please find set forth below the fees and costs breakdown for the Kelly parcels 209 and 221:

Attorney's Fees

\$211,189.50

Experts' Fees

\$138,806.67

Costs

\$ 23,551.08

Total

\$373,547.25

David A. Shontz

Partner

# **Shutts & Bowen LLP**

300 South Orange Avenue, Suite 1000 | Orlando, FL 32801

Direct: (407) 835-6722 | Fax: (407) 849-7273

E-Mail Biography V-Card Website

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EXHIBIT B



# MEMORANDUM

TO:

Central Florida Expressway Authority Right-of-Way Committee Members

FROM:

David A. Shontz, Esq., Right-of-Way Counsel

DATE:

November 30, 2015

RE:

Ellen S. Hardgrove AICP Planning Consultant, Inc., Second Agreement for Land

Planning Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204,

429-205, and 429-206

Recommendation for approval is sought from the Central Florida Expressway Authority Right-of-Way Committee for the attached Second Agreement for Land Planning Services by Ellen S. Hardgrove AICP Planning Consultant, Inc., ("Land Planning Expert Witness Consultant") to perform land planning services and litigation support services for the Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206.

#### **BACKGROUND/DESCRIPTION**

On July 26, 2013, the Land Planning Expert Witness Consultant entered into an Agreement to provide pre-litigation, litigation appraisal and expert witness services for the Wekiva Parkway Project with a limit of \$100,000. The attached Second Agreement will replace the original Agreement and its two Addenda to comply with the restriction prohibiting issuance of Addenda after two (2) years from the effective date of the original Agreement contained in paragraph 6.1 "Term of Agreement."

The land planning expert witness consultant is within the projected budget of \$100,000 for all land planning reports for the assigned parcels, plus post-order of taking expert witness litigation services. The land planning expert witness consultant has completed reports for all assigned parcels and provided testimony for pre-order of taking and order of taking purposes. Additionally, the land planning expert witness has provided litigation support for a number of parcels. The remaining work to be provided by the land planning expert witness consultant includes expert witness and litigation support services, which includes rebuttal reports, depositions testimony, trial preparation and expert witness testimony at trial. Several of the parcels assigned to Ellen S. Hardgrove are set for trial in the next 90 days. Accordingly, this

request for a second agreement is to allow the land planning expert witness consultant to continue to support the CFX for trial preparation and as an expert witness post order of taking. Recommendation for approval of the attached Second Agreement with an upset amount of \$100,000.00 is requested to allow Ellen S. Hardgrove to continue to provide consultation and litigation services for completion of the Wekiva Parkway Project. All invoices submitted pursuant to the Second Agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

# REQUESTED ACTION

It is respectfully requested that the Right-of-Way Committee recommend to the CFX Board approval of the terms of the Second Agreement for Land Planning Expert Witness Consulting Services and authorize execution of the Second Agreement in the amount of \$100,000.00 to allow continuation of services by Ellen S. Hardgrove related to anticipated litigation costs for the Wekiva Parkway Project.

#### ATTACHMENT

Second Agreement for Land Planning Expert Witness Consulting Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206.

ORLDOCS 14385424 1

# SECOND AGREEMENT FOR LAND PLANNING EXPERT WITNESS CONSULTING SERVICES FOR WEKIVA PARKWAY

PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206

THIS SECOND AGREEMENT is effective this \_\_\_\_ day of \_\_\_\_\_, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Ellen S. Hardgrove AICP Planning Consultant, Inc. ("Land Planning Expert Witness Consultant"), whose business address is 315 Ivanhoe Boulevard NW, Orlando, Florida 32804.

#### WITNESSETH:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Central Florida Expressway Authority, desires to employ the Land Planning Expert Witness Consultant to provide land planning expert witness consulting services as described herein; and

WHEREAS, the Land Planning Expert Witness Consultant is licensed, qualified, willing and able to perform the land planning expert witness consulting services required on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Client and the Land Planning Expert Witness Consultant do hereby agree as follows:

# ARTICLE 1 - SERVICES TO BE PROVIDED BY THE LAND PLANNING EXPERT WITNESS CONSULTANT

# 1.1 Land Planning Expert Witness Consulting Services

The Land Planning Expert Witness Consultant agrees to perform land planning expert witness consulting services for Wekiva Parkway Projects 429-202, 429-203, 429-204, 426-205 and 429-206. It is understood and agreed that the performance of the land planning expert witness consulting services requires the expertise of an individual land planner and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Land Planning Expert Witness Consultant of Record leaves the Land Planning Expert Witness Consultant's employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Land Planning Expert Witness Consultant of Record so that the services shall be rendered without interruption or shall require the Land Planning Expert Witness Consultant to appoint a different individual as the Land Planning Expert Witness Consultant of Record. If the Agreement is assigned to another land planning firm, payment shall be made to the Land Planning Expert Witness Consultant for all services rendered. Payment for land planning expert witness consulting services shall be made in accordance with the compensation schedule set forth in Exhibit A.

The Land Planning Expert Witness Consultant of Record shall prepare and deliver a color copy of the land planning report(s) and the report(s) in electronic format to David A. Shontz, Esquire, at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Land Planning Expert Witness Consultant shall commence work on the land planning report(s) immediately and shall perform the work in the most expeditious manner and shall complete the land planning report(s) within the specified timeframe, which the Land Planning Expert Witness Consultant acknowledges is reasonable. Upon the request from the Client, the Land Planning Expert Witness Consultant shall provide a progress report which shall advise as to the status of the services to be performed by the Land Planning Expert Witness Consultant.

It is agreed and understood that all services rendered under this Agreement, and any Addenda hereto, are at the direction of the Client, and, as such, all communications and documents of any kind are privileged work product and shall not be provided to any person unless directed by the Client.

The Land Planning Expert Witness Consultant shall consult with the Client regarding services to be performed by the Land Planning Expert Witness Consultant at such time(s) as may be mutually convenient for the parties to this agreement. The Land Planning Expert Witness Consultant shall initiate such consultations whenever the Land Planning Expert Witness Consultant needs legal advice on any aspect of the land planning report to be furnished under this Agreement.

### 1.2 Litigation Support Services

If requested by the Client, the Land Planning Expert Witness Consultant of Record shall personally testify under oath as an expert witness on behalf of the Central Florida Expressway Authority in any judicial proceeding involving any land planning expert witness consulting work performed under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as Exhibit A and shall include such reasonable time as may be required for re-inspection of the property, revising the land planning report, participation in pretrial conferences with the Client, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

#### 1.3 Sub-consultants

The Land Planning Expert Witness Consultant shall have the right, with the prior written consent of the Client, to employ other firms or individuals to serve as sub-consultants in connection with the Land Planning Expert Witness Consultant's performance of any services. Upon the written request of the Client, which may be made with or without cause, the Land Planning Expert Witness Consultant agrees to terminate promptly the services of any sub-consultant and to replace promptly each such terminated sub-consultant with a qualified firm or individual approved by the Client.

The Client shall have no liability or obligation to the sub-consultants hereunder. The Central Florida Expressway Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the sub-consultants, to pay a specific amount directly to a sub-consultant. In such event, the Land Planning Expert Witness Consultant agrees any such payments shall be treated as a direct payment to the Land Planning Expert Witness Consultant's

account. Sub-consultant fees shall be invoiced at cost with no additional markup applied by the Land Planning Expert Witness Consultant.

# 1.4 Land Planning Expert Witness Consultant's Standards of Performance

The Land Planning Expert Witness Consultant shall use professional standards of performance to perform all services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Client. The Land Planning Expert Witness Consultant has represented that it is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute and acknowledges that the Client has relied on such representations. By executing this Agreement, the Land Planning Expert Witness Consultant agrees that the Land Planning Expert Witness Consultant will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

# 1.5 Land Planning Expert Witness Consultant's Obligation to Correct Errors or Omissions

The Land Planning Expert Witness Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Land Planning Expert Witness Consultant. The Land Planning Expert Witness Consultant shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Land Planning Expert Witness Consultant.

#### 1.6 Non-Exclusive Rights

The rights granted to the Land Planning Expert Witness Consultant hereunder are non-exclusive, and the Client reserves the right to enter into agreements with other land planning expert witness consultants to perform land planning expert witness consulting services, including without limitation, any of the services provided for herein.

# 1.7 Land Planner Expert Witness Consultant's Compliance with Laws and Regulations

The Land Planning Expert Witness Consultant and its employees and sub-consultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"). The Land Planning Expert Witness Consultant shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Land Planning Expert Witness Consultant to render its services hereunder.

## 1.8 Land Planner Expert Witness Consultant is not Client's Agent

The Land Planning Expert Witness Consultant is not authorized to act as the Client's agent and shall have no authority, expressed or implied, to act for or bind the Client. The Land Planning Expert Witness Consultant is not authorized to act as the agent of the Central Florida Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Central Florida Expressway Authority.

# 1.9 Reduced Scope of Services

The Client shall have the right, by written notice to the Land Planning Expert Witness Consultant, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Land Planning Expert Witness Consultant will be paid in accordance with the compensation schedule set forth in the attached Exhibit A for any time spent in connection with the reduced services. The Land Planning Expert Witness Consultant shall not be entitled to any anticipated profit as a result of the reduced scope of services.

#### **ARTICLE 2 - TIME**

- 2.1 The date for commencement of the Land Planning Expert Witness Consultant Services (described in Article 1.1) is the effective date of this Agreement. The date for commencement of the Litigation Support Services (described in Article 1.2) is the date such services are required by the Client.
- 2.2 The Due Date for the delivery of the land planning report(s) shall be included in an Addendum. By executing an Addendum, the Land Planning Expert Witness Consultant acknowledges that the Due Date is both realistic and achievable, and that the report(s) will be completed by that time.
- 2.3 If, at any time prior to completion of the services, the Land Planning Expert Witness Consultant determines that the services are not progressing sufficiently to meet the Due Date, the Land Planning Expert Witness Consultant shall immediately notify the Client's Representative in writing and shall provide a description of the cause of the delay, the effect on the scheduled Due Date and the recommended action to meet the Due Date.
- 2.4 No extensions of time shall be granted unless in writing and approved by the Client's Representative. Any requests for extensions shall be in writing explaining in detail why such extension is necessary and shall be made at least seven (7) days prior to the Due Date to be extended.

#### **ARTICLE 3 - PAYMENT**

#### 3.1 When Payment is to be made by the Client

All payments made pursuant to this Agreement will be paid to the Land Planning Expert Witness Consultant by the Client only after payment by the Central Florida Expressway Authority to the Client. Payment for services rendered by any sub-consultants shall be paid to the Land Planning Expert Witness Consultant and the Land Planning Expert Witness Consultant

shall be fully responsible for making payment to any sub-consultant retained by the Land Planning Expert Witness Consultant. The Land Planning Expert Witness Consultant acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Central Florida Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Land Planning Expert Witness Consultant's services on behalf of the Central Florida Expressway Authority and, although the Client will direct the services hereunder, including making payment for the services, it shall assume no liability or responsibility for any payment due hereunder.

# 3.2 Compensation for Consultation Services

It is expressly agreed and understood that the Land Planning Expert Witness Consultant shall be paid for all pre-condemnation consultation services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice; provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

# 3.3 Compensation For Land Planning Expert Witness Consulting Services

It is expressly agreed and understood that the Land Planning Expert Witness Consultant shall be paid for satisfactorily performed land planning expert witness consulting services in accordance with the compensation schedule set forth on **Exhibit A**. No payment shall be made for land planning expert witness consulting services until after the receipt of the land planning report(s) by the Client. Once a final land planning report(s) has been provided to the Client, the Central Florida Expressway Authority shall pay all invoices for land planning expert witness consulting services within forty-five (45) days after receipt of the invoice.

The Land Planning Expert Witness Consultant shall receive compensation in accordance with **Exhibit A** for services performed in connection with the modification or preparation of any supplement or update to any land planning report furnished under this agreement if (1) the property has been materially altered since the initial land planning (i.e., fire or act of God), (2) the boundaries of the property to be acquired have been revised, or (3) if requested by the Client for any other reason not the fault of the Land Planning Expert Witness Consultant.

The Land Planning Expert Witness Consultant shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any land planning report furnished under this agreement if (1) applicable principles of law require the modification on or supplementing of such land planning report, (2) material omissions, inaccuracies, or defects in the land planning report are discovered, or (3) the Land Planning Expert Witness Consultant receives or becomes aware of relevant additional information in existence prior to the date the Land Planning Expert Witness Consultant signed the report.

# 3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Land Planning Expert Witness Consultant shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice, provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

#### 3.5 Invoices

The Land Planning Expert Witness Consultant shall submit detailed invoices to the Client for all services rendered. The Land Planning Expert Witness Consultant represents and warrants that all billable hours and rates furnished by the Land Planning Expert Witness Consultant to the Client shall be accurate, complete and current as of the date of this Agreement or the Addendum. The Client shall forward such invoices to the Central Florida Expressway Authority for payment as provided herein.

The Client shall notify the Land Planning Expert Witness Consultant in writing of any objection to the amount of such invoice, together with the Client's determination of the proper amount of such invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Central Florida Expressway Authority shall promptly pay the Land Planning Expert Witness Consultant the amount so determined, less any amounts previously paid with respect to such monthly invoice.

#### 3.6 Right to Withhold Payment

The Client or the Central Florida Expressway Authority shall have the right to withhold payment on any invoice in the event that the Land Planning Expert Witness Consultant is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Land Planning Expert Witness Consultant.

## 3.7 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of One Hundred Thousand Dollars (\$100,000.00), without an Addendum to this Agreement that shall be approved by the Central Florida Expressway Authority. It shall be the responsibility of the Land Planning Expert Witness Consultant to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the One Hundred Thousand Dollars (\$100,000.00) upset limit so that Client may timely present the necessary Addendum to the Central Florida Expressway Authority.

## **ARTICLE 4 - LIQUIDATED DAMAGES**

## 4.1 Land Planning Reports

If the Land Planning Expert Witness Consultant fails to submit any land planning report by the Due Date the Land Planning Expert Witness Consultant will be assessed one percent (1%) of the lump sum amount for such report per calendar day for the first seven (7) calendar days the land planning report is delayed. If the Land Planning Expert Witness Consultant submits the draft or final land planning report more than seven (7) calendar days after the Due Date the Land Planning Expert Witness Consultant will be assessed two percent (2%) of the lump sum for such report per calendar day thereafter, until the land planning report is received by the Client.

## 4.2 Responses, Modifications, or Corrections

The Client will notify the Land Planning Expert Witness Consultant of any modifications, corrections or additional services that, in the sole discretion of the Client, are determined to be necessary. All modifications, corrections, or additional services shall be completed within five (5) calendar days after the request is made by the Client. Once the Land Planning Expert Witness Consultant completes the requested modifications, corrections or additional services, the Land Planning Expert Witness Consultant shall submit a revised land planning report to the Client.

The revised land planning report shall be reviewed within five (5) calendar days for compliance with the requested modifications, corrections or additional services and a final report submitted to the Client within three (3) calendar days of such review.

## **ARTICLE 5 - RECORDS**

# 5.1 Maintenance of Records

The Land Planning Expert Witness Consultant shall maintain complete and accurate records relating to all services rendered by Land Planning Expert Witness Consultant and any sub-consultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Client. Records and invoices for services shall include all of the information required in order to determine the Land Planning Expert Witness Consultant's monthly hours for each employee rendering services hereunder, and shall identify the services rendered by each employee in a manner acceptable to the Client.

## 5.2 Records Availability and Audit

All of the Land Planning Expert Witness Consultant's records relating to services shall, upon reasonable notice by the Client, be made available to the Client, and the Client shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Land Planning Expert Witness Consultant's records. Production of such records by the Land Planning Expert Witness Consultant shall not constitute promulgation and shall retain in the Land Planning Expert Witness Consultant all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Land Planning Expert Witness

Consultant has overstated its hours of service, per diem or hourly rates for any month, the amount of any overcharge paid as a result of an overstatement shall forthwith be refunded by the Land Planning Expert Witness Consultant to the Central Florida Expressway Authority with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Client's notice to the Land Planning Expert Witness Consultant of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Land Planning Expert Witness Consultant's statement for that month, the entire reasonable expense of the audit shall be borne by the Land Planning Expert Witness Consultant. The Land Planning Expert Witness Consultant shall retain all records and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Client of the final invoice for the services to which the records relate.

#### ARTICLE 6 - TERM OF AGREEMENT AND TERMINATION

# 6.1 Term of Agreement

Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis until each assigned parcel is completed. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

#### 6.2 Termination

This Agreement and/or any exhibit hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, Land Planning Expert Witness Consultant will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Land Planning Expert Witness Consultant. The Land Planning Expert Witness Consultant shall be paid for the services satisfactorily performed by the Land Planning Expert Witness Consultant if the land planning report(s) has been provided to the Client. If the land planning report(s) has not been provided to the Client, the Land Planning Expert Witness Consultant shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Land Planning Expert Witness Consultant shall deliver or otherwise make available to the Client all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Land Planning Expert Witness Consultant or its sub-consultants in performing services under this Agreement, whether completed or in process. The Land Planning Expert Witness Consultant shall have no entitlement to recover anticipated profit for services or other work not performed.

#### **ARTICLE 7 - CONFIDENTIALITY**

Unless otherwise required by law, the Land Planning Expert Witness Consultant shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third person, firm or organization, any information generated by the Land Planning Expert Witness Consultant or received from the Client, concerning the services rendered by the Land Planning Expert Witness Consultant or any sub-consultant pursuant to this Agreement.

#### **ARTICLE 8 - MISCELLANEOUS PROVISIONS**

#### 8.1 Notices

All notices required to be given hereunder shall be in writing and shall be given by United States mail, postage prepaid addressed to the parties' representatives at the address set forth in **Exhibit A**. Electronic mail, instant messaging, or facsimile shall NOT be considered notice as required hereunder.

# 8.2 Change of Address

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

#### 8.3 Jurisdiction

Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both the Client and the Land Planning Expert Witness Consultant. The parties hereby agree that process may be served by United States Mail, postage prepaid, addressed to the Client's Representative, with a copy to the Client, or the Land Planning Expert Witness Consultant's Representative as defined in **Exhibit A**. The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

#### 8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

#### 8.5 Transfers and Assignments

The Land Planning Expert Witness Consultant shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Land Planning Expert Witness Consultant with a third party) or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Land Planning Expert Witness Consultant, and their respective successors and assigns.

#### 8.6 Member Protection

No recourse shall be had against any member, officer, employee or agent, as such, past, present or future, of the Client or the Central Florida Expressway Authority, either directly or indirectly, for any claim arising out of this Agreement or the services rendered pursuant to it, or for any sum that may be due and unpaid. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Client or the

Central Florida Expressway Authority member, officer, employee or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement for the services rendered pursuant to it, or for the payment for or to the Client or the or the Central Florida Expressway Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

#### 8.7 Conflict of Interest

Except with the Client's knowledge and written consent, the Land Planning Expert Witness Consultant and Sub-consultants shall not undertake services when it would reasonably appear that such services could compromise the Land Planning Expert Witness Consultant's judgment or prevent the Land Planning Expert Witness Consultant from serving the best interests of the Client. Except with the Client's knowledge and written consent, the Land Planning Expert Witness Consultant shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be acquired or condemned by the Central Florida Expressway Authority for the projects collectively known as the State Road 429 Wekiva Parkway Project, which for the purpose of this Agreement shall be defined by the Client at a later date and as such roadway is modified from time to time. Client reserves the right to raise such conflict unless that right is specifically waived by the Central Florida Expressway Authority.

# 8.8 Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

## 8.9 Amendment

This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement. No services shall be performed until such services are provided for in an Amendment or Addenda and executed by both parties.

#### 8.10 No Third-Party Beneficiaries

No person, except for the Central Florida Expressway Authority, shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party, other than the Central Florida Expressway Authority, is intended or implied by the execution of this Agreement. It is agreed and understood between the services rendered hereunder shall be for the benefit of the Central Florida Expressway Authority and the Central Florida Expressway Authority is entitled to rely upon the land planning report(s) prepared hereunder.

## 8.11 Land Planning Expert Witness Consultant Contractual Authorization

Land Planning Expert Witness Consultant represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which Land Planning Expert Witness Consultant is bound, or any judgment, decree or order of any court.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:	SHUTTS & BOWEN LLP
	By:
Witness Signature	David A. Shontz, Esquire
	Legal Counsel to the Central Florida
D' 1NT	Expressway Authority
Printed Name	
Witness Signature	
Printed Name	
I Inted Name	
	ELLEN S. HARDGROVE AICP
	PLANNING CONSULTANT, INC.
	i Branding Consolliant, and
	By:
Witness Signature	Ellen S. Hardgrove
Printed Name	
W/'C' an at was	
Witness Signature	
Printed Name	

# EXHIBIT A

# Client's Representative

Shutts & Bowen LLP David A. Shontz, Esquire 300 South Orange Avenue, Suite 1000 Orlando, Florida 32801

# Land Planning Expert Witness Consultant's Representative

Ellen S. Hardgrove AICP
Planning Consultant, Inc.
Ellen S. Hardgrove
315 Ivanhoe Boulevard NW
Orlando, Florida 32804

This Exhibit A includes the following which shall be attached hereto and made a part hereof:

Land Planning Expert Witness Consultant's Compensation Schedule including all Billable Rates. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

**Principal Planner** 

\$185 per Hour

ORLDOCS 14385272 1



# MEMORANDUM

TO:

Central Florida Expressway Authority Right-of-Way Committee Members

FROM:

David A. Shontz, Esq., Right-of-Way Counsel

DATE:

November 30, 2015

RE:

Donald W. McIntosh Associates, Inc., Second Agreement for Engineering Expert

Witness Consulting Services for Wekiva Parkway Project Numbers 429-202, 429-

203, 429-204, 429-205, and 429-206

Recommendation for approval is sought from the Central Florida Expressway Authority Right-of-Way Committee for the attached Second Agreement for Engineering Expert Witness Consulting Services by Donald W. McIntosh Associates, Inc., ("Engineering Expert Witness Consultant") to perform engineering consulting services and litigation support services for the Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206.

## **BACKGROUND/DESCRIPTION**

On October 10, 2013, the Engineering Expert Witness Consultant entered into an Agreement to provide pre-litigation, litigation appraisal and expert witness services for the Wekiva Parkway Project with a limit of \$150,000. The limit was increased by an additional \$100,000 under the terms of the Addendum to Agreement for Engineering Expert Witness Consulting Services dated September 11, 2014. The limit was increased by an additional \$200,000 with the execution of the Second Addendum of Engineering Expert Witness Consulting Services on March 12, 2015. The attached Second Agreement will replace the original Agreement and its two Addenda to comply with the restriction prohibiting issuance of Addenda after two (2) years from the effective date of the original Agreement contained in paragraph 6.1 "Term of Agreement."

The engineering expert witness consultant is within the current budget of \$450,000 for all engineering expert reports for the assigned parcels, plus post-order of taking expert witness litigation services. The engineering expert witness consultant has completed reports for all assigned parcels, worked closely with appraisers and other expert witnesses to analyze issues arising from the acquisition of various parcels through eminent domain, and provided testimony

for pre-order of taking and order of taking purposes. Additionally, the engineering expert witness has provided litigation support for a number of parcels. The remaining work to be provided by the engineering expert witness consultant includes expert witness and litigation support services, which includes rebuttal reports, deposition testimony, trial preparation and expert witness testimony at trial. Several of the parcels assigned to McIntosh Associates are set for trial in the next 90 days. Accordingly, this request for a second agreement is to allow the engineering expert witness consultant to continue to support the CFX for trial preparation and as an expert witness post order of taking. Recommendation for approval of the attached Second Agreement with an upset amount of \$150,000.00 is requested to allow McIntosh Associates to continue to provide consultation and litigation services for completion of the Wekiva Parkway Project. All invoices submitted pursuant to the Second Agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

# REQUESTED ACTION

It is respectfully requested that the Right-of-Way Committee recommend to the CFX Board approval of the terms of the Second Agreement for Engineering Expert Witness Consulting Services and authorize execution of the Second Agreement in the amount of \$150,000.00 to allow continuation of services by McIntosh Associates related to anticipated litigation costs for the Wekiva Parkway Project.

#### ATTACHMENT

Second Agreement for Engineering Expert Witness Consulting Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206.

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# SECOND AGREEMENT FOR ENGINEERING EXPERT WITNESS CONSULTING SERVICES FOR WEKIVA PARKWAY PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206

THIS SECOND AGREEMENT is effective this \_\_\_ day of \_\_\_\_\_, 201\_, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Donald W. McIntosh Associates, Inc. ("Engineering Expert Witness Consultant"), whose business address is 2200 Park Avenue North, Winter Park, Florida 32789.

## WITNESSETH:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Central Florida Expressway Authority, desires to employ the Engineering Expert Witness Consultant to provide engineering expert witness consulting services as described herein; and

WHEREAS, the Engineering Expert Witness Consultant is licensed, qualified, willing and able to perform the engineering expert witness consulting services required on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Client and the Engineering Expert Witness Consultant do hereby agree as follows:

# ARTICLE 1 - SERVICES TO BE PROVIDED BY THE ENGINEERING EXPERT WITNESS CONSULTANT

#### 1.1 Engineering Expert Witness Consulting Services

The Engineering Expert Witness Consultant agrees to perform engineering expert witness consulting services for Wekiva Parkway Projects 429-202, 429-203, 429-204, 426-205 and 429-206. It is understood and agreed that the performance of the engineering expert witness consulting services requires the expertise of an individual engineer and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Engineering Expert Witness Consultant of Record leaves the Engineering Expert Witness Consultant's employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Engineering Expert Witness Consultant of Record so that the services shall be rendered without interruption or shall require the Engineering Expert Witness Consultant to appoint a different individual as the Engineering Expert Witness Consultant of Record. If the Agreement is assigned to another engineering firm, payment shall be made to the Engineering Expert Witness Consultant for all services rendered. Payment for engineering expert witness consulting services shall be made in accordance with the compensation schedule set forth in Exhibit A.

The Engineering Expert Witness Consultant of Record shall prepare and deliver a color copy of the engineering report(s) and the report(s) in electronic format to David A. Shontz, Esquire, at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Engineering Expert Witness Consultant shall commence work on the engineering report(s) immediately and shall perform the work in the most expeditious manner and shall complete the engineering report(s) within the specified timeframe, which the Engineering Expert Witness Consultant acknowledges is reasonable. Upon the request from the Client, the Engineering Expert Witness Consultant shall provide a progress report which shall advise as to the status of the services to be performed by the Engineering Expert Witness Consultant.

It is agreed and understood that all services rendered under this Agreement, and any Addenda hereto, are at the direction of the Client, and, as such, all communications and documents of any kind are privileged work product and shall not be provided to any person unless directed by the Client.

The Engineering Expert Witness Consultant shall consult with the Client regarding services to be performed by the Engineering Expert Witness Consultant at such time(s) as may be mutually convenient for the parties to this agreement. The Engineering Expert Witness Consultant shall initiate such consultations whenever the Engineering Expert Witness Consultant needs legal advice on any aspect of the engineering report to be furnished under this Agreement.

# 1.2 Litigation Support Services

If requested by the Client, the Engineering Expert Witness Consultant of Record shall personally testify under oath as an expert witness on behalf of the Central Florida Expressway Authority in any judicial proceeding involving any engineering expert witness consulting work performed under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as Exhibit A and shall include such reasonable time as may be required for re-inspection of the property, revising the engineering report, participation in pretrial conferences with the Client, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

#### 1.3 Sub-consultants

The Engineering Expert Witness Consultant shall have the right, with the prior written consent of the Client, to employ other firms or individuals to serve as sub-consultants in connection with the Engineering Expert Witness Consultant's performance of any services. Upon the written request of the Client, which may be made with or without cause, the Engineering Expert Witness Consultant agrees to terminate promptly the services of any sub-consultant and to replace promptly each such terminated sub-consultant with a qualified firm or individual approved by the Client.

The Client shall have no liability or obligation to the sub-consultants hereunder. The Central Florida Expressway Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the sub-consultants, to pay a specific amount directly to a sub-consultant. In such event, the Engineering Expert Witness Consultant agrees any such payments shall be treated as a direct payment to the Engineering Expert Witness Consultant's account. Sub-consultant fees shall be invoiced at cost with no additional markup applied by the Engineering Expert Witness Consultant.

# 1.4 Engineering Expert Witness Consultant's Standards of Performance

The Engineering Expert Witness Consultant shall use professional standards of performance to perform all services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Client. The Engineering Expert Witness Consultant has represented that it is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute and acknowledges that the Client has relied on such representations. By executing this Agreement, the Engineering Expert Witness Consultant agrees that the Engineering Expert Witness Consultant will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

# 1.5 Engineering Expert Witness Consultant's Obligation to Correct Errors or Omissions

The Engineering Expert Witness Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Engineering Expert Witness Consultant. The Engineering Expert Witness Consultant shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Engineering Expert Witness Consultant.

# 1.6 Non-Exclusive Rights

The rights granted to the Engineering Expert Witness Consultant hereunder are non-exclusive, and the Client reserves the right to enter into agreements with other engineering expert witness consultants to perform engineering expert witness consulting services, including without limitation, any of the services provided for herein.

# 1.7 Engineering Expert Witness Consultant's Compliance with Laws and Regulations

The Engineering Expert Witness Consultant and its employees and sub-consultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"). The Engineering Expert Witness Consultant shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Engineering Expert Witness Consultant to render its services hereunder.

# 1.8 Engineering Expert Witness Consultant Is Not Client's Agent

The Engineering Expert Witness Consultant is not authorized to act as the Client's agent and shall have no authority, expressed or implied, to act for or bind the Client. The Engineering Expert Witness Consultant is not authorized to act as the agent of the Central Florida Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Central Florida Expressway Authority.

## 1.9 Reduced Scope of Services

The Client shall have the right, by written notice to the Engineering Expert Witness Consultant, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Engineering Expert Witness Consultant will be paid in accordance with the compensation schedule set forth in the attached Exhibit A for any time spent in connection with the reduced services. The Engineering Expert Witness Consultant shall not be entitled to any anticipated profit as a result of the reduced scope of services.

#### **ARTICLE 2 - TIME**

- 2.1 The date for commencement of the Engineering Expert Witness Consultant Services (described in Article 1.1) is the effective date of this Agreement. The date for commencement of the Litigation Support Services (described in Article 1.2) is the date such services are required by the Client.
- 2.2 The Due Date for the delivery of the engineering report(s) shall be included in an Addendum. By executing an Addendum, the Engineering Expert Witness Consultant acknowledges that the Due Date is both realistic and achievable, and that the report(s) will be completed by that time.
- 2.3 If, at any time prior to completion of the services, the Engineering Expert Witness Consultant determines that the services are not progressing sufficiently to meet the Due Date, the Engineering Expert Witness Consultant shall immediately notify the Client's Representative in writing and shall provide a description of the cause of the delay, the effect on the scheduled Due Date and the recommended action to meet the Due Date.
- 2.4 No extensions of time shall be granted unless in writing and approved by the Client's Representative. Any requests for extensions shall be in writing explaining in detail why such extension is necessary and shall be made at least seven (7) days prior to the Due Date to be extended.

#### **ARTICLE 3 - PAYMENT**

#### 3.1 When Payment Is To Be Made By The Client

All payments made pursuant to this Agreement will be paid to the Engineering Expert Witness Consultant by the Client only after payment by the Central Florida Expressway Authority to the Client. Payment for services rendered by any sub-consultants shall be paid to the Engineering Expert Witness Consultant and the Engineering Expert Witness Consultant shall be fully responsible for making payment to any sub-consultant retained by the Engineering Expert Witness Consultant. The Engineering Expert Witness Consultant acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Central Florida Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Engineering Expert Witness Consultant's services on behalf of the Central Florida Expressway Authority and,

although the Client will direct the services hereunder, including making payment for the services, it shall assume no liability or responsibility for any payment due hereunder.

#### 3.2 Compensation for Consultation Services

It is expressly agreed and understood that the Engineering Expert Witness Consultant shall be paid for all pre-condemnation consultation services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice; provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

#### 3.3 Compensation For Engineering Expert Witness Consulting Services

It is expressly agreed and understood that the Engineering Expert Witness Consultant shall be paid for satisfactorily performed engineering expert witness consulting services in accordance with the compensation schedule set forth on **Exhibit A**. No payment shall be made for engineering expert witness consulting services until after the receipt of the engineering report(s) by the Client. Once a final engineering report(s) has been provided to the Client, the Central Florida Expressway Authority shall pay all invoices for engineering expert witness consulting services within forty-five (45) days after receipt of the invoice.

The Engineering Expert Witness Consultant shall receive compensation in accordance with **Exhibit A** for services performed in connection with the modification or preparation of any supplement or update to any engineering report furnished under this agreement if (1) the property has been materially altered since the initial engineering (i.e., fire or act of God), (2) the boundaries of the property to be acquired have been revised, or (3) if requested by the Client for any other reason not the fault of the Engineering Expert Witness Consultant.

The Engineering Expert Witness Consultant shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any engineering report furnished under this agreement if (1) applicable principles of law require the modification on or supplementing of such engineering report, (2) material omissions, inaccuracies, or defects in the engineering report are discovered, or (3) the Engineering Expert Witness Consultant receives or becomes aware of relevant additional information in existence prior to the date the Engineering Expert Witness Consultant signed the report.

#### 3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Engineering Expert Witness Consultant shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice, provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

#### 3.5 Invoices

The Engineering Expert Witness Consultant shall submit detailed invoices to the Client for all services rendered. The Engineering Expert Witness Consultant represents and warrants that all billable hours and rates furnished by the Engineering Expert Witness Consultant to the Client shall be accurate, complete and current as of the date of this Agreement or the Addendum. The Client shall forward such invoices to the Central Florida Expressway Authority for payment as provided herein.

The Client shall notify the Engineering Expert Witness Consultant in writing of any objection to the amount of such invoice, together with the Client's determination of the proper amount of such invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Central Florida Expressway Authority shall promptly pay the Engineering Expert Witness Consultant the amount so determined, less any amounts previously paid with respect to such monthly invoice.

#### 3.6 Right to Withhold Payment

The Client or the Central Florida Expressway Authority shall have the right to withhold payment on any invoice in the event that the Engineering Expert Witness Consultant is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Engineering Expert Witness Consultant.

#### 3.7 Total Payments Not To Exceed

All payments made pursuant to this Agreement shall not exceed a total of Two Hundred Thousand Dollars (\$200,000.00), without an Addendum to this Agreement that shall be approved by the Central Florida Expressway Authority. It shall be the responsibility of the Engineering Expert Witness Consultant to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Two Hundred Thousand Dollars (\$200,000.00) upset limit so that Client may timely present the necessary Addendum to the Central Florida Expressway Authority.

#### **ARTICLE 4 - LIQUIDATED DAMAGES**

#### 4.1 Engineering Reports

If the Engineering Expert Witness Consultant fails to submit any engineering report by the Due Date, the Engineering Expert Witness Consultant will be assessed one percent (1%) of the lump sum amount for such report per calendar day for the first seven (7) calendar days the engineering report is delayed. If the Engineering Expert Witness Consultant submits the draft or final engineering report more than seven (7) calendar days after the Due Date, the Engineering Expert Witness Consultant will be assessed two percent (2%) of the lump sum for such report per calendar day thereafter, until the engineering report is received by the Client.

#### 4.2 Responses, Modifications, or Corrections

The Client will notify the Engineering Expert Witness Consultant of any modifications, corrections or additional services that, in the sole discretion of the Client, are determined to be necessary. All modifications, corrections, or additional services shall be completed within five (5) calendar days after the request is made by the Client. Once the Engineering Expert Witness Consultant completes the requested modifications, corrections or additional services, the Engineering Expert Witness Consultant shall submit a revised engineering report to the Client.

The revised engineering report shall be reviewed within five (5) calendar days for compliance with the requested modifications, corrections or additional services and a final report submitted to the Client within three (3) calendar days of such review.

#### **ARTICLE 5 - RECORDS**

#### 5.1 Maintenance of Records

The Engineering Expert Witness Consultant shall maintain complete and accurate records relating to all services rendered by Engineering Expert Witness Consultant and any subconsultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Client. Records and invoices for services shall include all of the information required in order to determine the Engineering Expert Witness Consultant's monthly hours for each employee rendering services hereunder, and shall identify the services rendered by each employee in a manner acceptable to the Client.

#### 5.2 Records Availability and Audit

All of the Engineering Expert Witness Consultant's records relating to services shall, upon reasonable notice by the Client, be made available to the Client, and the Client shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Engineering Expert Witness Consultant's records. Production of such records by the Engineering Expert Witness Consultant shall not constitute promulgation and shall retain in the Engineering Expert Witness Consultant all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Engineering Expert Witness Consultant has overstated its hours of service, per diem or hourly rates for any month, the amount of any overcharge paid as a result of an overstatement shall forthwith be refunded by the Engineering Expert Witness Consultant to the Central Florida Expressway Authority with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Client's notice to the Engineering Expert Witness Consultant of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Engineering Expert Witness Consultant's statement for that month, the entire reasonable expense of the audit shall be The Engineering Expert Witness borne by the Engineering Expert Witness Consultant. Consultant shall retain all records and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Client of the final invoice for the services to which the records relate.

#### ARTICLE 6 - TERM OF AGREEMENT AND TERMINATION

#### 6.1 Term of Agreement

Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis until each assigned parcel is completed. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

#### 6.2 Termination

This Agreement and/or any exhibit hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, the Engineering Expert Witness Consultant will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to the Engineering Expert Witness Consultant. The Engineering Expert Witness Consultant shall be paid for the services satisfactorily performed by the Engineering Expert Witness Consultant if the engineering report(s) has been provided to the Client. If the engineering report(s) has not been provided to the Client, the Engineering Expert Witness Consultant shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Engineering Expert Witness Consultant shall deliver or otherwise make available to the Client all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Engineering Expert Witness Consultant or its sub-consultants in performing services under this Agreement, whether completed or in process. The Engineering Expert Witness Consultant shall have no entitlement to recover anticipated profit for services or other work not performed.

#### **ARTICLE 7 - CONFIDENTIALITY**

Unless otherwise required by law, the Engineering Expert Witness Consultant shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third person, firm or organization, any information generated by the Engineering Expert Witness Consultant or received from the Client, concerning the services rendered by the Engineering Expert Witness Consultant or any sub-consultant pursuant to this Agreement.

#### **ARTICLE 8 - MISCELLANEOUS PROVISIONS**

#### 8.1 Notices

All notices required to be given hereunder shall be in writing and shall be given by United States mail, postage prepaid addressed to the parties' representatives at the address set forth in **Exhibit A**. Electronic mail, instant messaging, or facsimile shall NOT be considered notice as required hereunder.

#### 8.2 Change of Address

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

#### 8.3 Jurisdiction

Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both the Client and the Engineering Expert Witness Consultant. The parties hereby agree that process may be served by United States Mail, postage prepaid, addressed to the Client's Representative, with a copy to the Client, or the Engineering Expert Witness Consultant's Representative as defined in **Exhibit A**. The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

#### 8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

#### 8.5 Transfers and Assignments

The Engineering Expert Witness Consultant shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Engineering Expert Witness Consultant with a third party) or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Engineering Expert Witness Consultant, and their respective successors and assigns.

#### 8.6 Member Protection

No recourse shall be had against any member, officer, employee or agent, as such, past, present or future, of the Client or the Central Florida Expressway Authority, either directly or indirectly, for any claim arising out of this Agreement or the services rendered pursuant to it, or for any sum that may be due and unpaid. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Client or the Central Florida Expressway Authority member, officer, employee or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement for the services rendered pursuant to it, or for the payment for or to the Client or the or the Central Florida Expressway Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

#### 8.7 Conflict of Interest

Except with the Client's knowledge and written consent, the Engineering Expert Witness Consultant and Sub-consultants shall not undertake services when it would reasonably appear that such services could compromise the Engineering Expert Witness Consultant's judgment or prevent the Engineering Expert Witness Consultant from serving the best interests of the Client. Except with the Client's knowledge and written consent, the Engineering Expert Witness Consultant shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be acquired or condemned by the Central Florida Expressway Authority for the projects collectively known as the State Road 429 Wekiva Parkway Project, which for the purpose of this Agreement shall be defined by the Client at a later date and as such roadway is modified from time to time. Client reserves the right to raise such conflict unless that right is specifically waived by the Central Florida Expressway Authority.

#### 8.8 Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

#### 8.9 Amendment

This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement. No services shall be performed until such services are provided for in an Amendment or Addenda and executed by both parties.

#### 8.10 No Third-Party Beneficiaries

No person, except for the Central Florida Expressway Authority, shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party, other than the Central Florida Expressway Authority, is intended or implied by the execution of this Agreement. It is agreed and understood between the parties that the services rendered hereunder shall be for the benefit of the Central Florida Expressway Authority and the Central Florida Expressway Authority is entitled to rely upon the engineering report(s) prepared hereunder.

#### 8.11 Engineering Expert Witness Consultant Contractual Authorization

The Engineering Expert Witness Consultant represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which the Engineering Expert Witness Consultant is bound, or any judgment, decree or order of any court.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:		SHUTTS & BOWEN LLP	
		By:	
Witness Signature		David A. Shontz, Esquire  Legal Counsel to the Central Florida  Expressway Authority	
Printed Name			
Witness Signature			
withess Signature			
Printed Name			
		DONALD W. McINTOSH ASSOCIATES, INC.	
Witness Signature		By:	
Printed Name			
Witness Signature	:		
Printed Name	:		

#### **EXHIBIT A**

#### Client's Representative

**Engineering Expert Witness Consultant's Representative** 

Shutts & Bowen LLP David A. Shontz, Esquire 300 South Orange Avenue, Suite 1000 Orlando, Florida 32801 Donald W. McIntosh Associates, Inc. Donald W. McIntosh 2200 Park Avenue North Winter Park, Florida 32789

This **Exhibit** A includes the following which shall be attached hereto and made a part hereof:

Engineering Expert Witness Consultant's Compensation Schedule including all Billable Rates. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

Please see attached Hourly Rate Schedule, Effective June 1, 2007

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## HOURLY RATE SCHEDULE EFFECTIVE JUNE 1, 2007

PERSONNEL CLASSIFICATION	HOURLY RATE
Principal	\$300.00
Engineering Department Director	\$265.00
Survey Department Director	\$240.00
Planning Department/Entitlements Director	\$250.00
Associate	\$210.00
Senior Engineering Project Manager	\$210.00
Senior Survey Project Manager	\$195.00
Sr. Reg. Engineer; Eng. Project Manager	\$190.00
Survey Project Manager	\$175.00
Registered Engineer	\$170.00
Registered Surveyor	\$170.00
GIS Administrator	\$150.00
Computer System/GIS Manager	\$150.00
Engineer III	\$150.00
Engineer II	\$140.00
Engineer I	\$130.00
Senior Planner	\$120.00
Senior Design Technician	\$115.00
Design Technician	\$100.00
Assistant Planner	\$100.00
Survey Technician	\$100.00
Construction Services Director	\$135.00
Construction Observer	\$100.00
Researcher	\$105.00
Draftsman	\$80.00
Project Manager Assistant	\$85.00
Clerical/Runner	\$60.00
Survey Crew	\$155.00
GPS Survey Crew	\$275.00
Pickup/Delivery	\$40.00

Expenses shall be billed at actual cost to DWMA with no multiplier and shall include all identifiable out of pocket expenses.



### MEMORANDUM

TO: Central Florida Expressway Authority Right-of-Way Committee Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: November 30, 2015

RE: Urban Economics Incorporated, Addendum to Agreement for Appraisal Services for

Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206

Recommendation for approval is sought from the Central Florida Expressway Authority Right-of-Way Committee for the attached Addendum to the Agreement for Appraisal Services by Urban Economics Incorporated ("Appraiser") to perform appraisal services and litigation support services for the Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206.

#### BACKGROUND/DESCRIPTION

On August 14, 2014, the Appraiser entered into an Agreement to provide pre-litigation, litigation appraisal and expert witness services for the Wekiva Parkway Project with a limit of \$100,000. The original agreement contemplated the appraisal and support services related to only to a limited railroad property acquisition. The Appraiser is now being requested to provide appraisal reports for at least two additional parcel acquisitions which are pending rescheduling for trial in the near future. As a result of these new assignments, it is requested the Right-of-Way Committee recommend approval of the Addendum to the Agreement for Appraisal Services to allow the Appraiser to prepare appraisal reports for immediate use at trial, as well as provide litigation support services including testimony under oath as an expert witness on behalf of the Central Florida Expressway Authority.

The Appraiser is within the current budget of \$100,000 for all appraisal reports for the previously assigned parcels, plus providing testimony for pre-order of taking and order of taking purposes. The requested Addendum of \$150,000 will allow the Appraiser to prepare appraisal reports for the two trial parcels, as well as providing funding for rebuttal reports, deposition testimony, trial preparation and expert witness testimony at trial. Accordingly, this request for an Addendum to the Agreement is to allow the Appraiser to continue to support the CFX for trial

preparation and as an expert witness post order of taking. Recommendation for approval of the attached Addendum with an upset amount of \$150,000.00 is requested to allow the Appraiser to continue to provide consultation and litigation services for completion of the Wekiva Parkway Project. All invoices submitted pursuant to the Second Agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

#### REQUESTED ACTION

It is respectfully requested that the Right-of-Way Committee recommend to the CFX Board approval of the Addendum to the Agreement for Appraisal Services with Urban Economics Incorporated, and authorize execution of the Addendum in the amount of \$150,000.00 to allow continuation of services by Urban Economics Incorporated related to anticipated litigation costs for the Wekiva Parkway Project.

#### **ATTACHMENT**

Addendum to Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206.

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## ADDENDUM TO AGREEMENT FOR APPRAISAL SERVICES FOR WEKIVA PARKWAY PROJECT NUMBERS 429-202, 429-203, 429-204, 429-205, AND 429-206

THIS AGREEMENT is effective this \_\_\_\_\_ day of \_\_\_\_\_\_, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, and Urban Economics Incorporated ("Appraiser"), whose business address is 810 South Sterling Avenue, Tampa, Florida 33609.

WHEREAS, the Appraiser and Client have entered into an agreement for appraisal services dated August 14, 2014; and

WHEREAS, pursuant to the terms set forth in the Agreement for Appraisal Services dated August 14, 2014, payments made to the Appraiser shall not exceed an upset limit of One Hundred Thousand Dollars (\$100,000.00) without an addendum; and

WHEREAS, the Appraiser has notified the Client that the Appraiser will reach the One Hundred Thousand Dollar (\$100,000.00) upset limit; and

WHEREAS, the Client desires that the Appraiser continue to furnish it with appraisal services, and the Appraiser represents that he is fully qualified to perform such services and will furnish such services personally;

NOW, THEREFORE, the Client and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

## ARTICLE 1 - Upset Limit is increased by One Hundred Fifty Thousand Dollars (\$150,000.00)

All payments made pursuant to this Addendum to the Agreement for Appraisal Services dated August 14, 2014, shall not exceed a total of One Hundred Fifty Thousand Dollars (\$150,000.00). It shall be the responsibility of the Appraiser to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the One Hundred Fifty Thousand Dollar (\$150,000.00) upset limit.

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#### **ARTICLE 2 - Payment**

Payment for all other services shall be made in accordance with the Agreement for Appraisal Services dated August 14, 2014.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:	SHUTTS & BOWEN LLP	
	By:	
Witness Signature	David A. Shontz, Esquire Legal Counsel to the Central Florida	
Terri L. Martin	Expressway Authority	
Printed Name		
Witness Signature		
Mary Ellen Farmer		
Printed Name	URBAN ECONOMICS INCORPORATED	
Witness Signature	By:Michael A. McElveen, MAI	
Printed Name		
Witness Signature		
Printed Name		
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WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A. 329 Park Avenue North **Second Floor** Post Office Box 880 Winter Park, Florida 32790-0880 Telephone (407) 423-4246 Facsimile (407) 645-3728

#### **MEMORANDUM**

To: Central Florida Expressway Authority Right of Way Committee

James Edward Cheek, III, Right of Way Counsel Winderweedle, Haines, Ward & Woodman, P.A. FROM:

DATE: January 12, 2016

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcels 112 (Parts A & B)/712

Recommendation for Board Approval of Offer of Judgment

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation of Board approval to serve an Offer of Judgment to Cynthia J. Henderson and Robert S. Henderson ("the Hendersons" or "Owners") for Parcels 112 and 712. CFX filed its eminent domain action on December 4, 2013. The Court entered an Order of Taking on February 12, 2014.

#### **DESCRIPTION and BACKGROUND:**

The subject property is a triangular flat lot located on Plymouth Sorrento Road, in unincorporated Orange County, Florida. The parent tract contains 14.076 acres of land area. CFX is acquiring approximately 7.5 acres, leaving a 6.4 acre remainder. The property is improved with a single family residence which will not located within the taking area, but which will be approximately 87 feet from the limited access right of way line after the taking.

CFX retained the services of Mr. David Hall, ASA with Bullard, Hall & Adams Inc. to appraise the property. The subject property is improved with a 1,703 square foot two (2) story single family residence that was built in 1967, as well as other associated residential improvements. The subject property is zoned A-1 Citrus Rural (agricultural) by the City of Apopka. Mr. Hall concludes that the highest and best use, as improved, is continued single family residential use, as the property does not currently have developable access.

The comparable land sales reflect a range of value of \$18,029.00 to \$30,021.00 per acre of land area. Mr. Hall concluded to a fee simple market value estimate of \$27,000.00 per acre, or \$380,100.00 for the total parent tract land value. The contributory value of the building improvements was estimated to be \$166,900.00. This resulted in an estimated market value conclusion for the parent tract of \$547,000.00. The value of the land taken was estimated to be \$206,500.00, and the contributory value of the improvements in the taking were estimated to be \$12,300.00. All site improvements in the temporary construction easement will be replaced during construction at no cost to the property owners.

The rear of the residence on the subject property is 87.5 feet from the new limited access line. The view from the residence will be a large retention pond and elevated roadway. A bridge will be constructed over the pond adjacent to the property. The subject taking does not directly impact any of the building improvements, however, due to functional obsolescence, Mr. Hall opined that there was a fifty percent (50%) reduction in value to the remainder improvements. These valuation conclusions are summarized as follows:

Value of Part Taken	\$ 218,800
Damages, Incurable	\$ 175,400
Cost to Cure	\$ 1,000
Total Compensation Parcel 112	\$ 395,200
Value for Parcel 712	\$ 300
<b>Total Compensation Parcels 112 and 712</b>	\$ 395,500

The owners have retained the appraisal services of is Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors opined that the highest and best use of the subject property is for a residential subdivision. He considers 6 sales that are approved for residential subdivisions. These sales range in value from \$72,000 - \$157,000 per acre. He further notes that the landowners contend that sometime in 2006, they were offered \$60,000 per acre plus a new home valued at \$300,000.00 for a proposed subdivision. Mr. Dreggors concludes on a "before" value of \$70,000 per acre. Mr. Dreggors further notes that if the property had developable access (i.e. 50 foot-wide access), the property would be worth \$100,000 per acre. In addition, Mr. Dreggors determined that the remainder property is no longer suitable for a residential subdivision due to its reduced size and proximity to the expressway. He therefore concludes that, in the "after condition" the property is worth \$30,000.00 per acre, minus another 50% for severance damages due to proximity to the expressway. Mr. Dreggors valuation conclusions are summarized as follows:

Value of Part Taken	\$ 547,80	0
Damages, Incurable	\$ 452,50	0
Cost to Cure	\$ 1,00	0
Total Compensation Parcel 112	\$ 989,00	0
Value for Parcel 712	\$ 50	0
<b>Total Compensation Parcels 112 and 712</b>	\$1,001,80	0

#### **OFFER OF JUDGMENT:**

Mediation was conducted on January 6, 2016 without a successful resolution. This case is scheduled to go to trial during the October 16, 2016 trial docket. It is requested that this ROW Committee recommend Board approval to authorize service of an Offer of Judgment. Offers of Judgment are authorized in eminent domain actions under §73.032, Florida Statutes, which provides that if a defendant rejects an Offer of Judgment and the verdict or judgment is less than the amount of that offer, the court shall not award any costs incurred by the defendant after the date the offer was rejected.

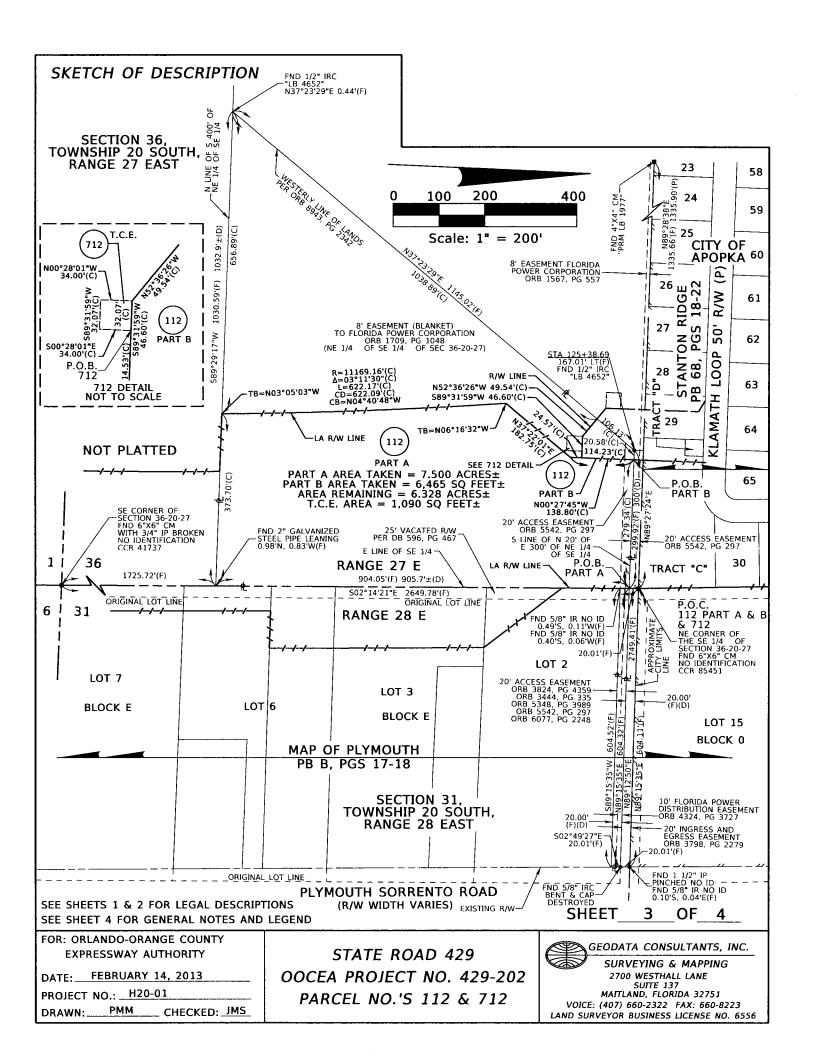
The undersigned counsel seeks the ROW Committee's recommendation of Board approval to serve an Offer of Judgment in the amount of \$650,000.00. CFX has already deposited \$385,700.00 as its good faith estimate of value. Therefore, if the offer of judgment is accepted, CFX will have to pay an additional \$264,300.00 to resolve this case.

#### **RECOMMENDATION:**

The undersigned counsel respectfully requests that the Right of Way Committee recommend CFX Board approval for service of an Offer of Judgment in the amount of \$650,000.00 to fully resolve the landowners' interest in this case.

#### **ATTACHMENTS:**

Sketch of Subject Property







# Central Florida Expressway Authority Right of Way Committee January 27, 2016

# Recommendation for Approval of Service of Offer of Judgment

S.R. 429 Wekiva Parkway

Project 429-202

Parcels 112/712



# **Aerial Photo**



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY** 





### CENTRAL FLORIDA EXPRESSWAY AUTHORITY



# Subject Property - Pool/Barn







We respectfully request that the Right of Way Committee recommend CFX Board approval of service of an Offer of Judgment in the amount of \$650,000.00 for Parcels 112/712.

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A. 329 Park Avenue North **Second Floor** Post Office Box 880 Winter Park, Florida 32790-0880 Telephone (407) 423-4246 Facsimile (407) 645-3728

#### **MEMORANDUM**

To: Central Florida Expressway Authority Right of Way Committee

James Edward Cheek, III, Right of Way Counsel Winderweedle, Haines, Ward & Woodman, P.A. FROM:

January 12, 2016 DATE:

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcels 113 (Parts A & B)/713

Recommendation for Board Approval of Offer of Judgment

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation of Board approval to serve an Offer of Judgment to Bruce Hatcher ("Owner") for Parcel 113 Part A & B. CFX filed its eminent domain action on December 4, 2013. The Court entered an Order of Taking on February 10, 2014.

#### **DESCRIPTION and BACKGROUND:**

The subject property is a triangular flag lot located on Plymouth Sorrento Road, in unincorporated Orange County, Florida. The parent tract contains 14.462 acres of land area. The Parcel 113 acquisition is a taking of approximately .282 acres of land and Parcel 713 taking is approximately .025 acres. Parcel 713 is a temporary construction easement that will allow a connection between a proposed new cul-de-sac and the remainder driveway.

CFX retained the services of Mr. David Hall, ASA with Bullard, Hall & Adams Inc., to appraise the property. The subject property is improved with a 1,680 square foot single family residence that was built in 1991, along with other associated improvements. The subject property is zoned A-1 Citrus Rural (agricultural) by the City of Apopka. Mr. Hall concludes that the highest and best use, as improved, is for continued single family residential development.

To determine value, Mr. Hall considered four comparable land sales that ranged in value from \$18,029.00 to \$30,021.00 per acre. Mr. Hall concluded a fee simple market value estimate of \$27,000.00 per acre, or \$390,500.00 for the total parent tract land value. The residence and related site improvements total \$213,100, for a total parent tract value in the "before condition" of \$603,600.00. The value of the land taken was estimated to be \$7,700.00 and the contributory value of the improvements in the taking were estimated to be \$4,700.00. All site improvements in the temporary construction easement will be replaced during construction at no cost to the property owners.

The remainder residence is 220 feet from the new limited access right of way line and 440 feet to the main line of the Wekiva Parkway. Mr. Hall opines that the market would recognize a 10% reduction in value to the remainder improvements due to functional obsolescence, for a total severance damage estimate of \$66,700.00. These valuation conclusions are summarized as follows:

Value of Part Taken	\$ 12,400
Damages, Incurable	\$ 66,700
Cost to Cure	\$ 2,100
Total Compensation Parcel 113	\$ 81,200
Value for Parcel 713	\$ 300
<b>Total Compensation Parcels 113 and 713</b>	\$ 81,500

The owners have retained the appraisal services of is Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors opined that the highest and best use of the subject property is for a residential subdivision. He considers six comparable sales that are already approved for residential subdivisions. These sales range in value from \$72,000 - \$157,000 per acre. He also considered the landowners' assertion that in 2006, they were offered \$1,000,000 for the property, or \$62,000 per acre. Mr. Dreggors concludes on a "before" value of \$70,000.00 per acre. This yields a total of \$24,300.00 for the value of the land and improvements taken. Mr. Dreggors further notes that if the property had developable access (i.e. 50 foot-wide access), the property would be worth \$100,000 per acre.

Because CFX is acquiring such a small amount of property in this case, the difference between the parties regarding the value of the land and improvements is not significant. Rather, the most substantial issue in this case is the severance damages. Despite the fact that CFX is only acquiring about a quarter of an acre, the landowner is claiming severance damages in the amount of \$756,200.00. These severance damages are the result of Mr. Dreggor's opinion that the property is no longer suitable for a residential subdivision in the "after" condition, thus dropping the value of the property from \$70,000 per acre to \$30,000 per acre, minus another 30% in damages for proximity to the expressway. Mr. Dreggors' valuation conclusions are summarized as follows:

Value of Part Taken	\$ 24,300
Damages, Incurable	\$ 756,200
Cost to Cure	\$ 2,100
Total Compensation Parcel 113	\$ 782,600
Value for Parcel 713	\$ 500
<b>Total Compensation Parcels 113 and 713</b>	\$ 783,100

#### OFFER OF JUDGMENT

Mediation was conducted on January 8, 2016 without a successful resolution. This case is scheduled to go to trial during the April 25, 2016 trial docket. It is requested that this ROW Committee recommend Board approval to authorize service of an Offer of Judgment. Offers of

Judgment are authorized in eminent domain actions under §73.032, Florida Statutes, which provides that if a defendant rejects an Offer of Judgment and the verdict or judgment is less than the amount of that offer, the court shall not award any costs incurred by the defendant after the date the Offer was rejected.

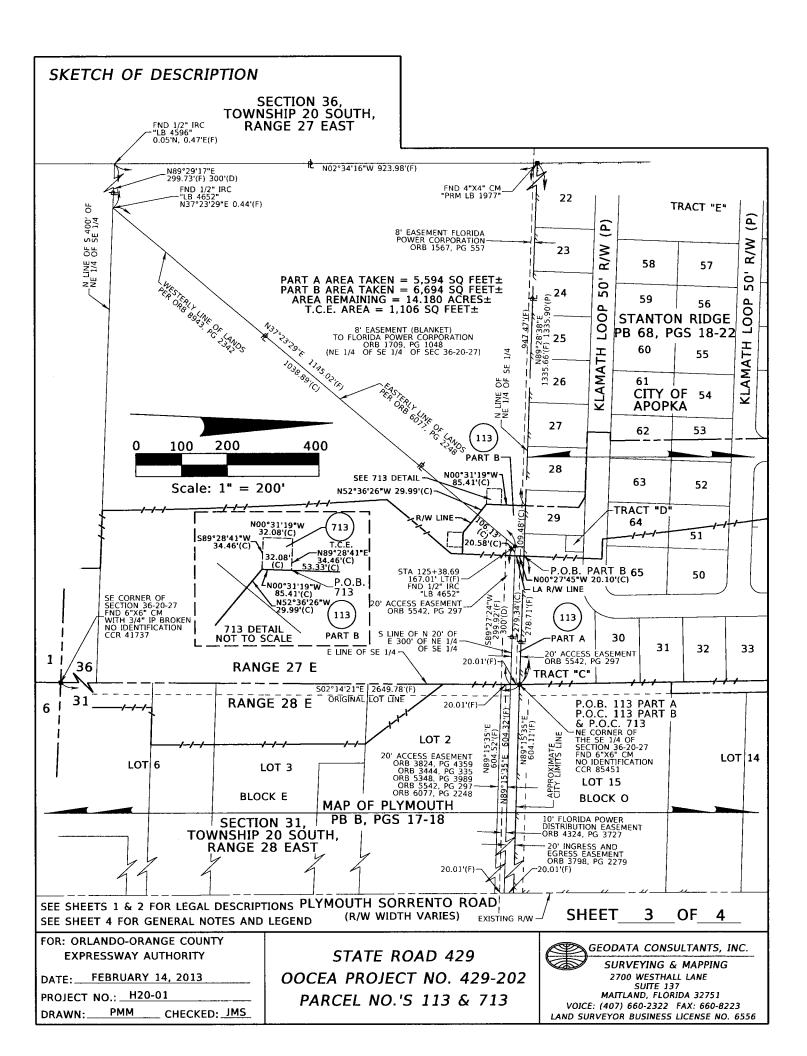
The undersigned counsel seeks the ROW Committee's recommendation of Board approval to serve an Offer of Judgment in the amount of \$200,000.00. CFX has already deposited \$75,300.00 as its good faith estimate of value. Therefore, if the offer of judgment is accepted, CFX will have to pay an additional \$124,700.00 to resolve this case.

#### **RECOMMENDATION:**

The undersigned counsel respectfully requests that the Right of Way Committee commend CFX Board approval for service of an Offer of Judgment in the amount of \$200,000.00 to fully resolve the landowners' interest in this case.

#### **ATTACHMENTS:**

Sketch of Subject Property







# Central Florida Expressway Authority Right of Way Committee January 27, 2016

# Recommendation for Approval of Service of Offer of Judgment

S.R. 429 Wekiva Parkway

Project 429-202

Parcels 113/713



# **Aerial Photo**



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY** 



# Subject Property - Residence



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

We respectfully request that the Right of Way Committee recommend CFX Board approval of service of an Offer of Judgment in the amount of \$200,000.00 for Parcels 113/713.

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A. 329 Park Avenue North **Second Floor Post Office Box 880** Winter Park, Florida 32790-0880 Telephone (407) 423-4246 Facsimile (407) 645-3728

#### **MEMORANDUM**

To: Central Florida Expressway Authority Right of Way Committee

James Edward Cheek, III, Right of Way Counsel Winderweedle, Haines, Ward & Woodman, P.A. FROM:

January 12, 2016 DATE:

S.R. 429 Wekiva Parkway, Project 429-202; Parcel 126 Part A, B & C-RE:

Recommendation of Approval of Settlement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation for approval of a settlement with Amco Property Group II, LLC, for Parcel 126, Part A, B & C (the "Taking" or "Property"), which was acquired for construction of the S.R. 429 Wekiva Parkway, Project 429-204. An Order of Taking was entered on July 10, 2015.

#### **DESCRIPTION and BACKGROUND:**

Parcel 126 involves a partial taking of 9.586 acres from a 14 acre property, leaving a 4.8 acre remainder. The property is comprised of two contiguous tax parcels, each improved with a Both tax parcels are owned and managed by Amco Property Group II, single family residence. LLC ("Amco" or "Owner"). CFX is basically acquiring the western tax parcel in its entirety, and leaving most of the eastern tax parcel. Amoo purportedly purchased the property with an intention of developing it as a residential subdivision. Amco submitted to the City of Apopka a request to develop the property as a 35 unit subdivision called Blackstone Reserve.

CFX's appraisal of the property was prepared by Walter Carpenter of Pinel & Carpenter. Mr. Carpenter estimated that the value of the taking and damages totaled \$696,175.00 on November 1, 2013. This amount was deposited in the Court Registry on July 10, 2014 as CFX's good faith deposit.

Mr. Carpenter's appraisal report is based on a value of \$50,000 per acre and 30% severance damages to the 4.795 acre remainder. The report finds that the highest and best use of the property is for low-density residential development, and considers development of the property to be near term, with the existing residences utilized as rentals until final plans are approved. To determine land value, Mr. Carpenter relies on three comparable sales, one of which has an adjusted per acre value of \$79,000.00. He concludes that the value of the parent tract is \$972,000, and the value of the part taken is \$624,300.

Mr. Carpenter's severance damage analysis considers an Impact Adjacent Study that indicates that a limited access expressway can impact the value of residential sites located in close proximity from 0%-58.7%. In the instant case, the remainder will be located adjacent to the Wekiva Parkway and suffer a reduction in size of 66%. Mr. Carpenter concluded that severance damages to the remainder were 30%.

Amco has retained the appraisal services of Rick Dreggors, whose preliminary valuation was substantially higher than CFX's offer. Since a trial order has not yet been entered in this case, appraisal reports are not yet due from the landowners. However, Amco has submitted a compensation claim of \$1,289,450.00 for this property, in addition to expert fees and costs. Mr. Dreggors considered five comparable sales ranging in value from \$75,308 per acre to \$157,712 per acre, and reconciled on a value of \$85,000 per acre. One of the comparable sales considered by Mr. Dreggors, which had a value of \$79,000 per acre, was also considered by Mr. Carpenter. In addition, Mr. Dreggors determined that the 4.705 acre remainder suffered 60% severance damages based on a change in highest and best use from a residential subdivision to one single family home site.

The landowners have indicated a willingness to resolve this case for \$1,000,000.00, exclusive of attorney's fees. This value is based on a land value of \$75,000 per acre, and severance damages in the amount of 50%. Landowner's counsel, Kent Hipp and Nicholas Dancaescu, from Gray Robinson, P.A, would thereby be entitled to attorney's fees in the amount of \$100,262.00 based on statutory betterment.

In addition, the landowners retained the appraisal services of Rick Dreggors from Calhoun, Dreggors & Associates, Inc. Mr. Dreggors submitted a claim for \$17,674.00, but is willing to accept \$15,300. The firm of Tipton Associates Incorporated submitted a claim in the amount of \$787.50, but is willing to accept \$700.00. Finally, Rahenkamp Design Group, Inc., requested \$8,388.90 for engineering services, and is willing to accept \$7,500.00. Thus, expert fees can be resolved for \$23,500.00 (down from \$26,850.40).

Counsel has reviewed the amounts sought by the owners' experts and paid to CFX's experts and believes them to be reasonable.

A summary of the proposed settlement is as follows:

Compensation to Owner	\$ 1,000,000.00
Attorneys fees (statutory based on betterment)	100,262.00
Expert Fees	23,500.00
<b>Total Compensation</b>	\$ 1,123,762.00

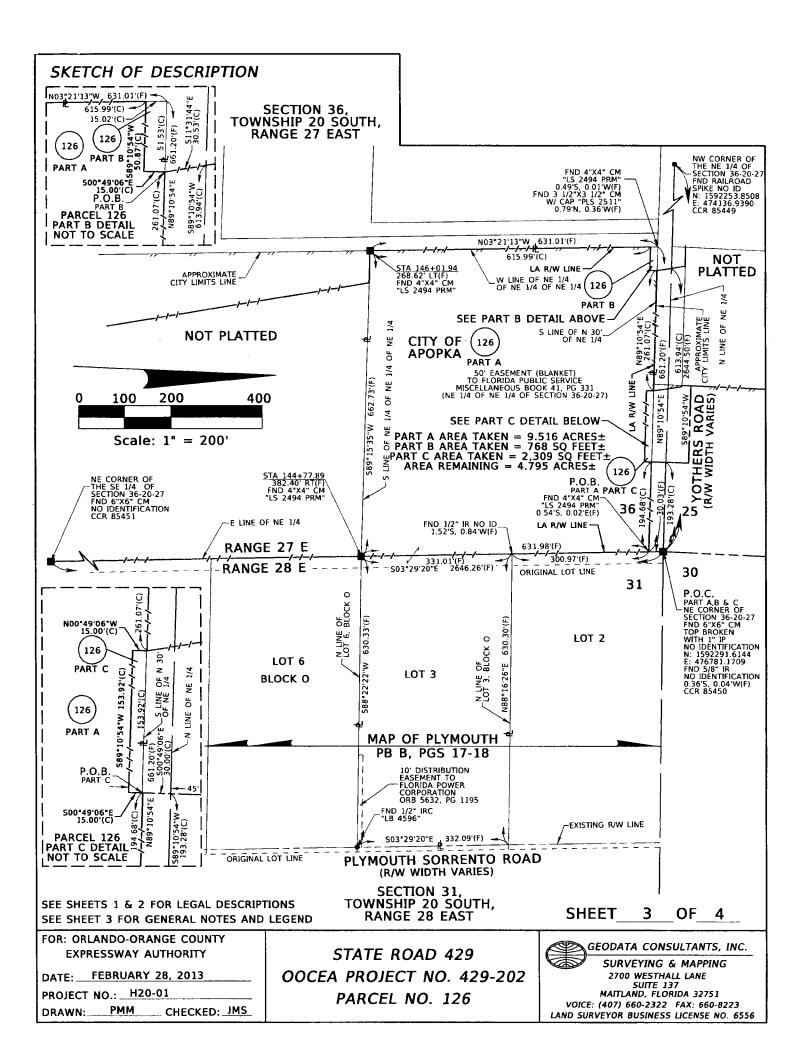
In addition to the above settlement proposal, there were two displaced tenants who were entitled to make a relocation claim under the Uniform Relocation Act. A moving claim of \$2,650.00 and a rental assistance claim of \$26,355.00 were paid to Makram Nasr and Dina Zaki. The relocation component of this case is considered resolved.

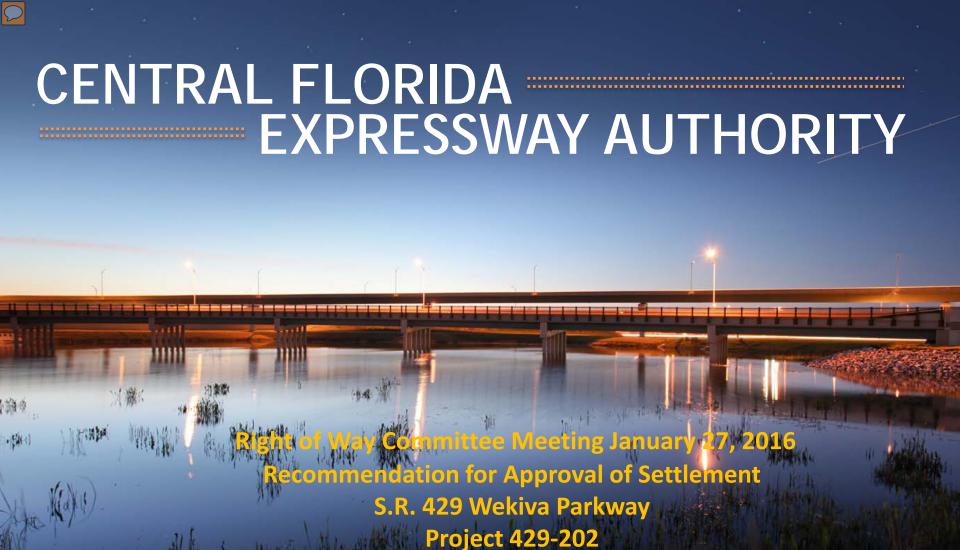
#### **RECOMMENDATION:**

The undersigned counsel hereby requests this Committee's approval in the amount of \$1,123,762.00 in full settlement of all compensation claims, attorneys' fees, and expert fees for Parcel 126.

#### **ATTACHMENT:**

Sketch of Subject Property





Parcel 126



### Central Florida Expressway Authority Right of Way Committee January 27, 2016

# Recommendation for Approval of Settlement in the Amount of \$1,123,762.00



## Aerial Photograph





## The Residence 3002 Yothers Road









## The Residence 1830 Plymouth Sorrento Road





## Aerial Photo - Acquisition



We respectfully request that the Right of Way Committee recommend CFX Board approval of the settlement in the amount of \$1,123,762.00 for Parcel 126.

## WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A. 329 Park Avenue North Second Floor Post Office Box 880 Winter Park, Florida 32790-0880 Telephone (407) 423-4246 Facsimile (407) 645-3728

#### **MEMORANDUM**

To: Central Florida Expressway Authority Right of Way Committee

FROM: James Edward Cheek, III, Right of Way Counsel

Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **January 12, 2016** 

RE: S.R. 429 Wekiva Parkway, Project 429-204; Parcel 254

Recommendation of Approval for Attorney Fee Settlement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation for approval of a settlement for attorneys fees related to the acquisition of Parcel 254 on S.R. 429 Wekiva Parkway, Project 429-204. An Order of Taking was entered on June 23, 2015.

#### **DESCRIPTION and BACKGROUND:**

Parcel 254 is a total taking of a .76 acre piece of property located along Ondich Road in unincorporated Orange County. The property is improved with a 3,140 square foot residence and other associated residential improvements. Compensation to the property owner has been resolved and the primary issue is resolution of the property owner's attorney's fees and expert costs.

CFX's appraisal of the property was prepared by David Hall of Bullard, Hall & Adams, Inc. Mr. Hall issued a final appraisal report with a date of value of January 22, 2015, in the amount of \$336,200.00. This amount was deposited in the Court Registry as CFX's good faith deposit.

Since a trial order was not entered in this case, appraisal reports did not become due from the landowners. However, the Merceds retained the services of Rick Dreggors, whose preliminary valuation was substantially higher than CFX's offer. The Merceds have submitted a compensation claim of \$596,000.00 for this property, in addition to seeking federal relocation assistance.

Pursuant to calculations and findings made under the Uniform Relocation Act, the amount of compensation offered in CFX's appraisal report resulted in the landowners qualifying for a Supplementary Replacement Housing Payment, or Purchase Additive. A purchase additive is necessary in cases whether the current price of available comparable replacement dwellings is greater than the acquisition amount paid for the landowner's property.

The amount of compensation offered in CFX's appraisal resulted in the landowners being paid \$309,500 as a Purchase Additive, \$4,976.78 in incidental costs, and \$2,450.00 in moving costs, for a total relocation benefit of \$316,926.78.

The landowner is willing to accept CFX's appraised value in this case along with the Purchase Additive offered by CFX's acquisition agents.

The landowner retained the legal services of Kent Hipp and Nicholas Dancaescu, from Gray Robinson, P.A. Landowner has incurred legal fees in excess of \$85,000.00 in this case, but is willing to accept \$73,000.00.

The landowners also retained the appraisal services of Calhoun, Dreggors & Associates, Inc. An invoice has been submitted for appraisal services in the amount of \$9,543.00. This includes 5.0 hours at \$75.00 per hour for a researcher, 22.50 hours at \$125.00 per hour for Kevin Eaton, 18.75 hours at \$150.00 per hour for Courtney Abrams and 15.75 hours at \$225.00 per hour for Richard Dreggors. However, during settlement negotiations, Mr. Dreggors agreed to accept \$8,500.00 for his firm's services related to this parcel.

CFX retained the appraisal services of David Hall of Bullard, Hall & Adams, Inc. Mr. Hall has submitted invoices in a total amount of \$11,070.00 to appraise the subject property. This includes 37.5 hours at \$150.00 per hour for appraisers, 21 hours at \$40.00 per hour for administrative assistance, and a flat fee of \$4,500.00 for an appraisal update. Mr. Hall also appraised other properties in the same vicinity, and spread out certain costs over several parcels.

Counsel has reviewed the amounts sought by the owners' experts and paid to CFX's experts and believes them to be reasonable.

#### **RECOMMENDATION:**

This Committee's approval is sought for the payment of \$73,000.00 for attorney's fees and \$8,500.00 for expert fees, for a total of \$81,500.00. These payments will resolve all claims for compensation for the acquisition of Parcel 254. No approvals are necessary for the land compensation or relocation aspects of this parcel.

#### **ATTACHMENT:**

Exhibit A-Sketch of Subject Property

#### SKETCH OF DESCRIPTION

PARCEL 254

PURPOSE: LIMITED ACCESS RIGHT OF WAY

**ESTATE: FEE SIMPLE** 



#### TOWNSHIP 20 SOUTH, **RANGE 27 EAST**

LINE TABLE			
L1	N 00°17'04" E	30.00'(C)	
L2	5 89°21'11" W	110.01'(C)	
L3	N 89°18'06" E	110.02'(C)	

#### LEGEND

C = CALCULATED

CCR = CERTIFIED CORNER RECORD

CM = CONCRETE MONUMENT

COR = CORNER

D = DEED

DB = DEED BOOK

F = FIELD

FIELD

FOR EXAMPLE OF THE PROPERTY O

FND = FOUND

ID = IDENTIFICATION

IR = IRON ROD
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICAL RECORDS

PB = PLAT BOOK
PG = PAGE
PC = PROPERTY LINE
R = RADIUS

R = RADIUS
RGE = RANGE
RW = RIGHT OF WAY
SEC = SECTION
TITTF = THE INTERNAL IMPROVEMENT TRUST FUND

(R/W VARIES TWP = TOWNSHIP NORTH LINE, S 1/2, SE 1/4, SW 1/4, SE 1/4, SEC 1 L3 WEST LINE, EAST 110' SE 1/4 SW 1/4 (D) RD D Q Q 94 .40 O EAST LINE, SE 1/4 300. SW 1/4 (D) SORRENT 0.760 AC+ GE G  $\propto$ SE CORNER -SE 1/4, SEC 1 FND 1/2" IR IN WELLBOX SW CORNER SE 1/4,SEC 1 FND 4" X 4" CM S00°17'04"W NO ID **PLYMO** CCR 0047859 N00°17 CCR 051475 **SUBJECT** TO T.I.I.T.F. EXISTING NORTH DB 873. R/W LINE 6 1343.94'(C) S 89°21'11" W 2687.87'(F) 7 (60' R/W) 12 ONDICH ROAD SOUTH LINE SE 1/4, SEC 1-

GENERAL NOTES:

GENERAL NOIES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORIDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.

2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN

ON THIS SKETCH OF DESCRIPTION. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN

**OBTAINING SCALE DATA** OBTAINING SCALE DATA.

A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED OCTOBER 5, 2012, FILE NO. 2037-2832527 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 12/18/13	URS URS CORPORATION REVISIONS:	
DRAWN BY: DJK	JOB NO:	SUITE 245 ORLANDO, FL 32801-1949	
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204	PH (407) 422-0353 LICENSED BUSINESS NO. 6839 SHEET: 2 OF 2	







### Central Florida Expressway Authority Right of Way Committee January 27, 2016

# Recommendation for Approval of Attorney's Fees and Expert Fees Settlement in the Amount of \$81,500.00



## **Aerial Photo**





## The Residence



We respectfully request that the Right of Way Committee recommend CFX Board approval of the attorney's fees and expert fees settlement in the amount of \$81,500.00 for Parcel 254.

## WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A. 329 Park Avenue North Second Floor Post Office Box 880 Winter Park, Florida 32790-0880 Telephone (407) 423-4246 Facsimile (407) 645-3728

#### **MEMORANDUM**

To: Central Florida Expressway Authority Right of Way Committee

FROM: James Edward Cheek, III, Right of Way Counsel Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **January 12, 2016** 

RE: S.R. 429 Wekiva Parkway, Project 429-204; Parcels 266 and 866 -

Recommendation for Board Approval for Settlement of Attorney's Fees

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation for Board approval of attorney's fees for the representation of Ryan Ackley ("tenant"), incurred in Parcels 266 and 866 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-204. The Petition in Eminent Domain was filed on May 5, 2015.

#### **DESCRIPTION and BACKGROUND:**

**Parcel 266** involves a partial taking of 4.707 acres of land from a 5.157 acre property, leaving a .450 acre remainder. **Parcel 866** is a permanent easement over 600 square feet of property. The subject is located along Plymouth Sorrento Road in unincorporated Orange County, and is improved with a 2,750 square foot residence, as well as a mobile home. The property was owned by Warren and Wendy Ackley, and the mobile home was owned by the Ryan Ackley, a tenant on the property.

The Board approved a settlement in this case in the amount of \$726,770.00 on June 11, 2015. Included within that settlement was a payment of attorneys fees to Kurt Bauerle from the law firm of Harris Bauerle Ziegler & Lopez, P.A., for Mr. Bauerle's representation of Warren and Wendy Ackley. The attorney fee payment in the amount of \$55,770, was based on the statutory betterment between the amount of the first offer to Warren and Wendy Ackley and the final settlement amount.

At the time of the settlement approval, Mr. Bauerle's attorneys fees for his representation of Ryan Ackley were not included in the settlement proposal. This attorney fee information was not received until after settlement approval. Mr. Bauerle is requesting \$9,750 for his representation of Ryan Ackley's tenancy interest and interest in the mobile home. The value of the mobile home was not included in the first offer, and was valued in a letter addendum for \$29,000.

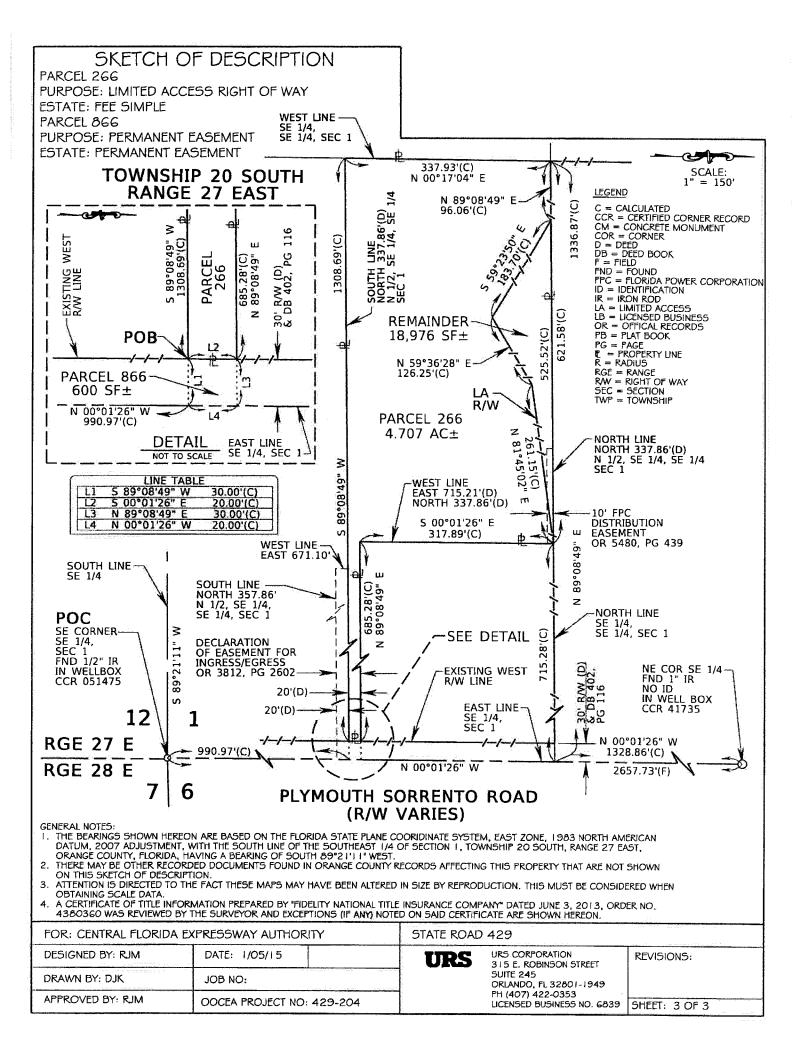
Counsel has reviewed the amount sought by tenant's counsel and believes it to be reasonable.

#### **RECOMMENDATION:**

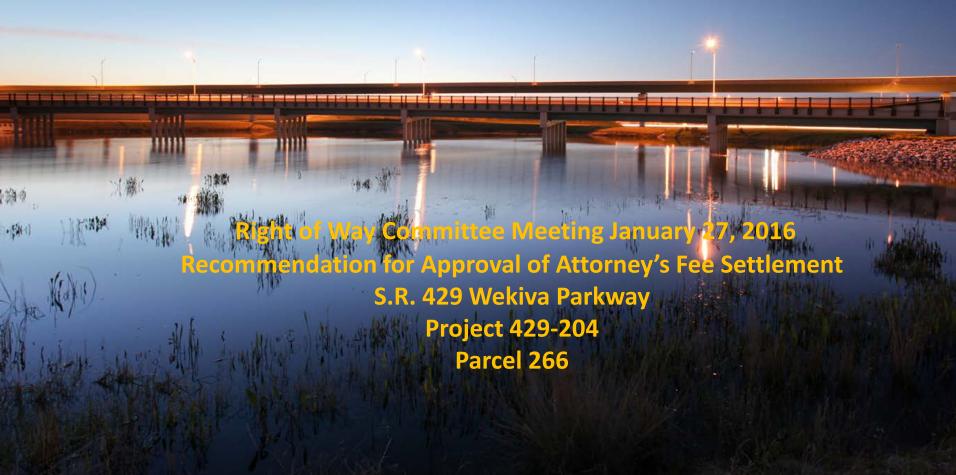
We respectfully request that the Right of Way Committee recommend CFX Board approval of the proposed attorney fee payment in the amount of \$9,750.00 to Kurt Bauerle to compensate him for his services in representing the tenant, Ryan Ackley, in Parcels 266 and 866.

#### **ATTACHMENTS:**

Sketch of Subject Property









### Central Florida Expressway Authority Right of Way Committee January 27, 2016

# Recommendation for Approval of Attorney's Fee Settlement in the Amount of \$ 9,750.00



## **Aerial Photo**





### The Manufactured Home



We respectfully request that the Right of Way Committee recommend CFX Board approval of the attorney's fee payment in the amount of \$9,750.00 for Parcel 266.

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

#### **MEMORANDUM**

To: Central Florida Expressway Authority Right of Way Committee

FROM: James Edward Cheek, III, Right of Way Counse

Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **January 12, 2016** 

RE: S.R. 429 Wekiva Parkway, Project 429-204: Parcels 275 & 279

Authorization for Approval of Settlement with Holder & Strite

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation for Board approval of a settlement with Holder & Strite Corporation regarding the claimed business damages related to the taking of Parcels 275 and 279 for the Wekiva Parkway Project 429-202.

#### **DESCRIPTION and BACKGROUND:**

This case involves the taking of approximately 28 acres of property used in the hay farming and cattle raising business conducted by Holder & Strite. Specifically, CFX has acquired 17.888 acres through the middle of Parcel 275, which originally contained 52.737 acres, leaving in a bisected northern remainder of 7.691 acres and southern remainder of 27.230 acres. This parcel is owned by Thomas J. Holder, Sr. as a trustee. Additionally, CFX acquired 10.311 acres from Parcel 279, which originally contained 14.14 acres, leaving a 3.829 acre remainder. This property is owned by Adelpha Howell. The real estate value for both Parcels have been appraised by CFX's appraiser at for \$1,508,100.00.

Holder & Strite is a tenant on both properties, and conducts its farming activities on both properties. This corporation retained the legal counsel of Maguire Lassman, P.A., who retained Thomas Durkee, CPA, from the firm of Averett Warmus Durkee, P.A., to analyze its business damage claims. Holder & Strite asserted business damage claims in the amount of \$553,796.00 (apportioned as \$390,914.00 for Parcel 275 and \$162,881.00 for Parcel 279).

Mr. Durkee determined that the taking will negatively impact the business in several ways, including (1) the loss of the ability to move tractors, trailers, and other farm equipment from the storage area to the southern hay fields via internal roads; (2) the loss of the ability to move the hay bales and rolls from the fields to the covered hay storage barn using internal roads; (3) loss of the ability to move cattle to different grazing fields through internal roads; (4) increased time and costs to travel using public roads; (5) lost security; (6) loss of easy access and circulation for customers;

(7) overall loss of efficiency and maneuverability caused by the bisection of the properties. Holder & Strite further claimed a right to relocation expenses under the Uniform Relocation Act, and may have further claims as tenants to the real estate portion of this case.

CFX retained the services of Les Eiserman, CPA from Clifton Larson Allen LLP, who estimated that business damages in this case were \$55,627.00 for Parcel 275 and \$23,178.00 for Parcel 279, supporting a total business damage counter-offer of \$78,805.00, which this Committee approved previously.

On November 11, 2015, Holder & Strite served an Offer of Judgment in the amount of \$99,999.99 (the maximum allowed pursuant to Florida Statute §73.032(3)). This Offer was not all inclusive, and expressly excluded all moving and relocation related damages. While there is some question as to whether an offer containing such an exception complies with the Offer of Judgment statute, opposing counsel has filed a Notice of Withdrawal of the Offer of Judgment and has offered to resolve the total interests of Holder & Strite, including relocation claims, in the amount of \$125,000.00. If this settlement proposal is not approved, opposing counsel will refile its Offer of Judgment.

Considering the complexity of the claims presented and the high costs of expert fees to further litigate the claims involved, the undersigned counsel recommends approving settlement in this amount.

#### **EXPERT and ATTORNEY FEES:**

The owners have retained the legal services of Harold Lassman, Esquire, of the firm Maguire Lassman, P.A. Attorneys fees based on a betterment between CFX's business damage counter-offer and the proposed settlement offer would total  $$15,245.00 ($125,000.00 - $78,805.00 = $46,195.00 \times 33\% = $15,245.00)$ .

The owners have also retained the services of Tom Durkee, CPA, from the accounting firm of Averett, Warmus and Durkee to prepare the business damage reports. Mr. Durkee submitted invoices in the amount of \$30,283.50, but is willing to accept \$27,255.00 (for both 275 & 279).

The other expert fees incurred by the business owner in the instant case are intertwined with the real estate claims that remain pending. Cawthra Consulting & Appraisals, so far, has a total invoice amount of \$13,800.00 for 275 and 279. He has apportioned half of this invoice (\$6,900.00) to the business damage claims. After negotiations, he has agreed to accept \$6,210.00 for his services in this part of the case. Ed Williams has apportioned \$2,800.00 of his time to the business damage portion of this case. After negotiations, he has agreed to accept \$2,520.00.

#### **Summary of Settlement Proposal:**

Total	\$176,230.00
Ed Williams	2,520.00
Cawthra Consulting & Appraisals	6,210.00
Averett, Warmus & Durkee	27,255.00
Maguire Lassman, P.A.	15,245.00
Holder and Strite	\$125,000.00

#### **RECOMMENDATION:**

We respectfully request that the Right of Way Committee recommend CFX Board approval of a settlement with Holder & Strite on Parcels 275 and 279 in the total amount of \$176,230.00.



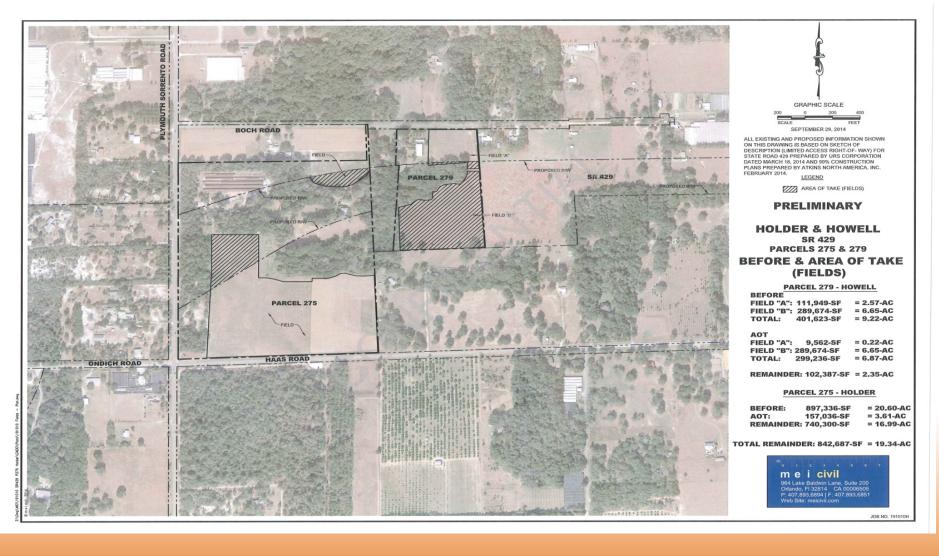




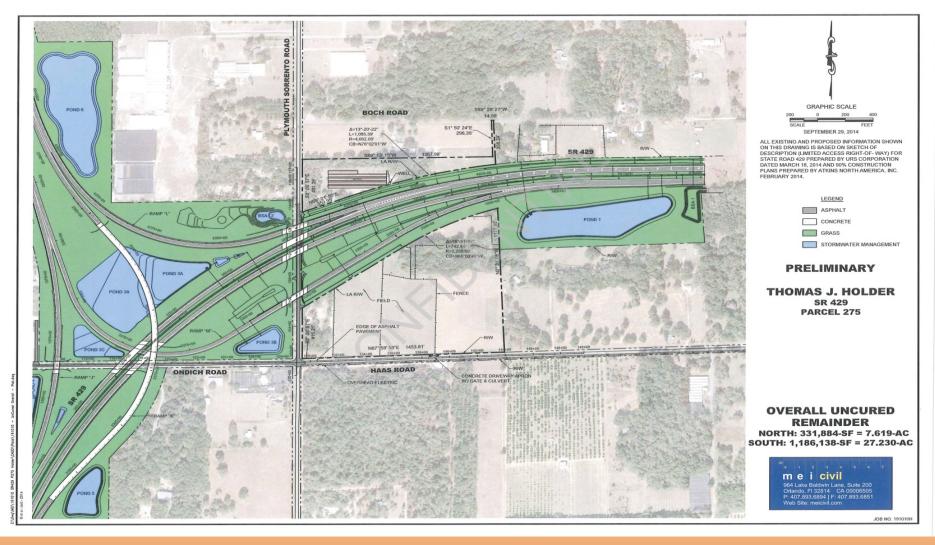
### Central Florida Expressway Authority Right of Way Committee January 27, 2016

## Recommendation for Approval of Settlement with Holder & Strite











## **Business Damage Valuations**

Parcel 275 & 279	CFX	Strite & Holder
Special Purpose Trade Fixtures	\$25,425.00	\$25,425.00
Special Process Systems	\$25,250.00	\$25,250.00
Moveable Personal Property (adjusted)	-	\$424,920.00
D&R Relocation Cost	\$28,130.00	-
Improvements to the leasehold (clearing and preparing the land)	_	\$78,200.00
Total Business Damages	\$78,805.00	\$553,795.00

## \*\*\*\* RECOMMENDATION

We respectfully request that the Right of Way Committee recommend CFX Board approval of settlement in the amount of \$125,000.00, exclusive of fees and costs, with Holder & Strite.

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A. 329 Park Avenue North Second Floor **Post Office Box 880** Winter Park, Florida 32790-0880 Telephone (407) 423-4246 Facsimile (407) 645-3728

#### **MEMORANDUM**

To: Central Florida Expressway Authority Right of Way Committee

James Edward Cheek, III, Right of Way Counsel Winderweedle, Haines, Ward & Woodman, P.A FROM:

DATE: January 12, 2016

RE: S.R. 429 Wekiva Parkway, Project 429-204; Parcel 303 Part A, B & C-

**Recommendation of Approval of Settlement** 

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation for approval of a settlement with William Raymond McMahan, Aneeta McMahan Morton and Sylvia Delorias M. McKelvy, for their fee interest in Parcel 303, Part A, B & C, which was acquired for the construction of S.R. 429 Wekiva Parkway, Project 429-204. A Stipulated Order of Taking was entered on this Parcel on June 11, 2015.

#### **DESCRIPTION and BACKGROUND:**

Parcel 303 is a total taking of property that is approximately 44 acres, located off Oak Lane, just west of Plymouth Sorrento Road in Orange County, Florida. The property is currently vacant, and is owned jointly by William Raymond McMahan, Aneeta McMahan Morton and Sylvia Delorias M. McKelvy.

CFX's appraisal of the property was prepared by David Hall of Bullard, Hall & Adams, The updated appraisal report finds that the highest and best use of the property is for rural residential development, with a maximum development potential of three lots. To determine land value, Mr. Hall relies on three comparable sales that have an unadjusted per acre value of \$25,416 per acre to \$26,607 per acre. After adjusting for differences in size, topography and zoning, he arrives at a per acre value of \$20,000.00 per acre for the subject, which yields a total value of \$745,700.00.

The landowners have retained the appraisal services of Rick Dreggors, whose preliminary valuation was substantially higher than CFX's offer. Since a trial order has not yet been entered in this case, appraisal reports are not yet due from the landowners. However, the landowners have submitted a compensation claim of \$1,311,600.00 for this property, in addition to expert fees and costs. Mr. Dreggors considered five comparable sales ranging in value from \$24,682.00 per acre to \$40,120.00 per acre, and reconciled on a value of \$30,000.00 per acre.

The landowners have indicated a willingness to resolve this case for \$1,050,000.00, or just under \$24,000.00 per acre, exclusive of attorney's fees. As CFX has already deposited \$681,200.00 as its good faith estimate of value, this would leave a balance of \$368,800.00 to be paid to the landowners for their fee interest.

Under this settlement proposal, landowner's counsel, Kent Hipp from Gray Robinson, P.A, would be entitled to attorneys fees in the amount of \$112,200.00 based on statutory betterment.

In addition, the landowners retained the appraisal services of Rick Dreggors from Calhoun, Dreggors & Associates, Inc. Mr. Dreggors submitted a claim for \$16,900.00, but, after negotiations, is willing to accept \$15,000.00. The firm of Tipton Associates Incorporated submitted a claim in the amount of \$1,800.00, but, after negotiations, is willing to accept \$1,500.00. Finally, Rahenkamp Design Group, Inc., requested \$9,200.00 for engineering services, and is willing to accept \$9,000.00. Thus, expert fees can be resolved for \$25,500.00.

Counsel has reviewed the amounts sought by the owners' experts and paid to CFX's experts and believes them to be reasonable.

A summary of the proposed settlement is as follows:

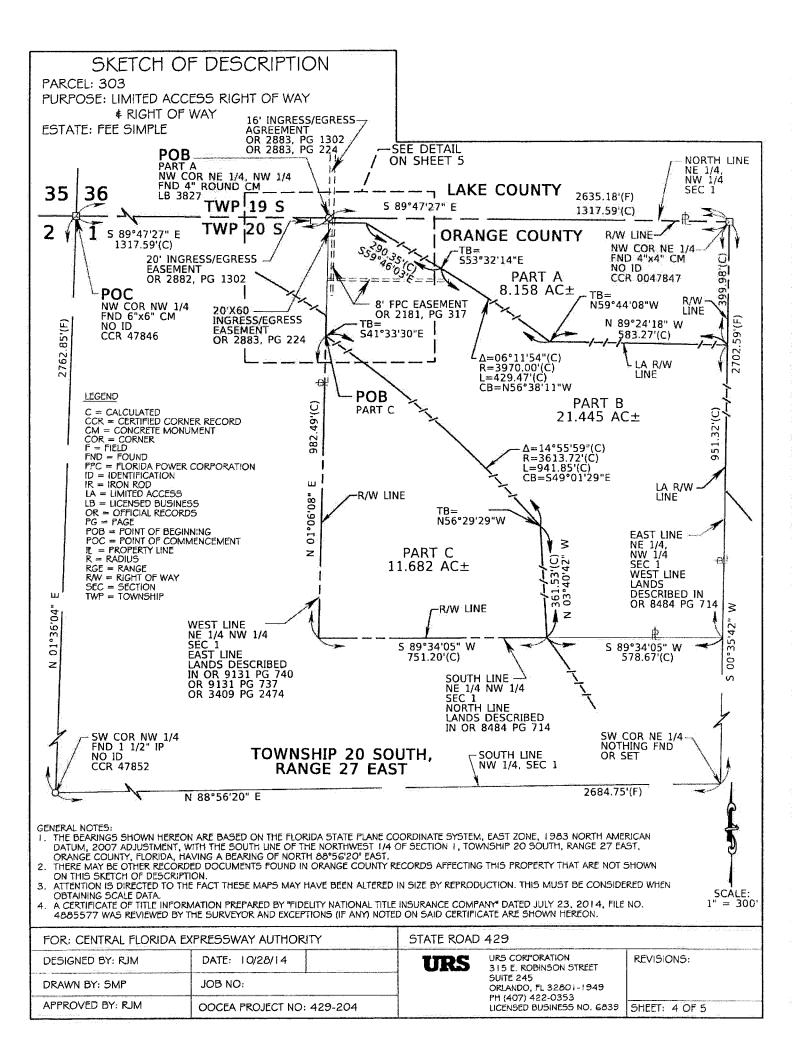
Total Compensation	\$ 1,187,700.00
Expert Fees	25,500.00
Attorneys fees (statutory based on betterment)	112,200.00
Compensation to Owner	\$ 1,050,000.00

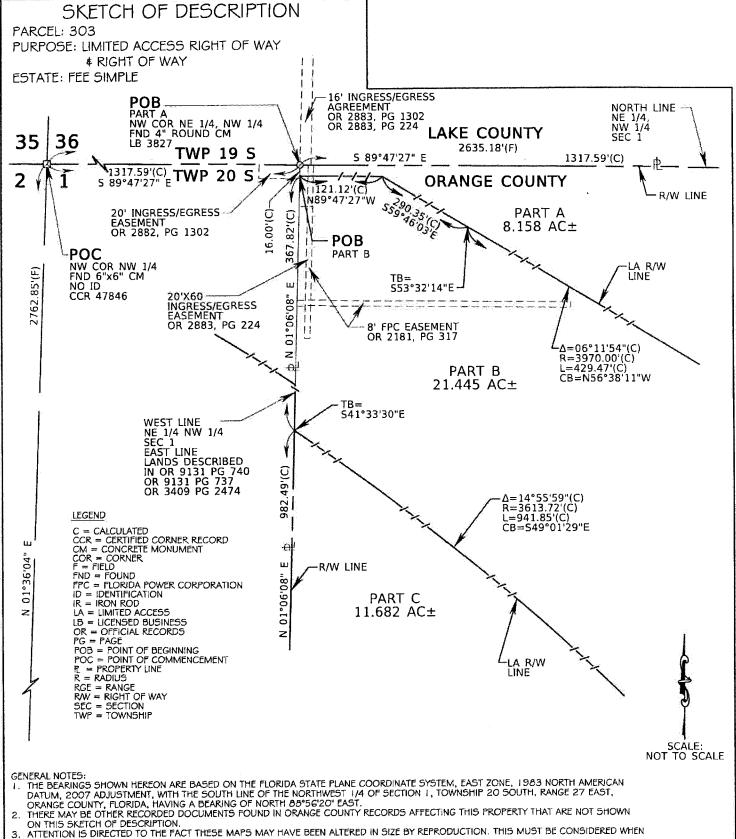
#### **RECOMMENDATION:**

The undersigned counsel hereby requests this Committee's approval in the amount of \$1,187,700.00 in full settlement of all compensation claims, attorneys' fees, and expert fees for Parcel 303.

#### **ATTACHMENT:**

Sketch of Subject Property

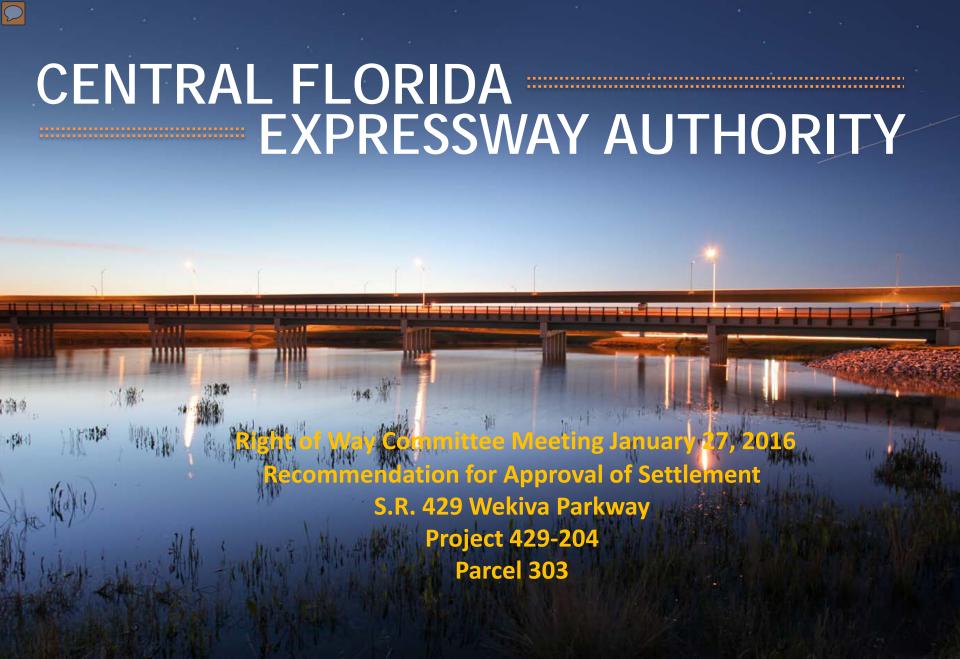




3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE OF REPRODUCTION. THIS MIDST BE CONSIDERED WILL OBTAINING SCALE DATA.

4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JULY 23, 2014, FILE NO. 485577 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA	A EXPRESSWAY AUTHORITY	STATE ROAD 429		
DESIGNED BY: RJM	DATE: 10/28/14	URS	UR5 CORPORATION 3   5 E. ROBINSON STREET	REVISIONS:
DRAWN BY: SMP	JOB NO:		SUITE 245 ORLANDO, FL 32801-1949	oc. and oc. an
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		PH (407) 422-0353 LICENSED BUSINESS NO. 6839	SHEET: 5 OF 5





# Central Florida Expressway Authority Right of Way Committee January 27, 2016

# Recommendation for Approval of Settlement in the Amount of \$1,187,700.00



# **Aerial Photo**



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY** 



# Looking East Along Oak Lane and Looking South







# Looking South at the Access Easement



We respectfully request that the Right of Way Committee recommend CFX Board approval of the settlement in the amount of \$ 1,187,700.00 for Parcel 303.

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO:

Right of Way Committee Members

FROM:

Linda S. Brehmer Lanosa, Deputy General Counsel Kinds

DATE:

January 14, 2016

RE:

Central Florida Expressway Authority v. Pedro Diaz Bordon, Victoria Lyn Diaz,

Case No. 2014-003636-O, Project: 429-203, Parcel 185

Address: 3407 Phils Lane Apopka, Florida

#### **INTRODUCTION**

This case is set for trial on the February 15, 2016 docket in front of Judge Kest. The case was mediated on December 14, 2015, and the parties reached a proposed settlement subject to approval by the Right of Way Committee and the Board of the Central Florida Expressway Authority ("CFX").

#### **CFX'S APPRAISED VALUE OF PARCEL 185**

Parcel 185 is total taking of 20.34 acres with a date of value of August 19, 2014. The property is improved with a one-story single-family ranch-style home with three bedrooms, two baths and 2786 square feet. There is a detached two-car garage, a car/storage building with room to accommodate five vehicles, a barn/workshop, horse stables, and other site improvements. The property is zoned A-1 (Citrus Rural District) with a future land use of R for Rural/Agricultural.

Chad Durrance, MAI, appraised the property on behalf of CFX. According to Mr. Durrance, the highest and best use of the property is for continued use of the existing improvements. Using the comparable sales methodology, Mr. Durrance relied upon sales ranging in unit price from \$17,100 to \$29,300 per acre. Given that date of value, location, and other factors, Mr. Durrance estimated the fee simple market value of the land at \$25,000 an acre for a total of \$508,500. He valued the improvements at \$241,500. The total value of the property taken was estimated to be \$750,000.

#### OWNER'S APPRAISAL REPORT, EXPERT FEES, ATTORNEY FEES, AND COSTS

In contrast, the owner's real estate appraiser, Richard C. Dreggors, GAA, concluded that the highest and best use of the property as vacant would be for assemblage for a single-family residential subdivision. The highest and best use of the property as improved would be for continued use of the home as incorporated into a lower density residential subdivision either as an independent home or a community facility. Based on that highest and best use, Mr. Dreggors valued Parcel 185 at \$75,000 per net acre. With 19.47 net acres, the value of the land totaled

Project: 429-203, Parcels 185

Page 2 of 2

\$1,460,300. He valued the improvements said \$265,100 based upon \$95 per square foot. The value of Parcel 235 totaled \$1,725,400. Mr. Dreggor's then estimated the land value using the cost approach and came up with a value of \$1,889,900. Reconciling the two approaches, he valued the property at \$1,750,000.

In addition to compensation for the land taken, the owners requested the following expert fees and costs:

Calhoun Dreggors and Associates	\$32,074
Other Experts (see attached)	\$47,473
Costs and Other Charges	\$ 6,051
Total	\$85,598

Regarding attorney's fees, the owner's attorney is entitled to 33% of any benefit up to \$250,000 plus 25% of any benefit between \$250,000 and \$1 million. The statutory attorney's fee for a monetary benefit of \$1 million is \$270,000.

#### **ANALYSIS**

The biggest difference between the two estimates of value is the value of the land. Mr. Durrance valued the property at \$25,000 per acre; whereas, Mr. Dreggors valued the property at \$75,000 per net acre. At mediation, the owners provided a Uniform Residential Appraisal Report dated November 15, 2006, indicating that the property was valued at \$1,525,000.

During the mediation, both parties compromised and tentatively reached an all-inclusive settlement agreement of \$1,395,000 for full compensation for the property taken, attorney's fees, expert fees, interest, and costs. The settlement agreement is not broken down into components. Nevertheless, the settlement agreement could be allocated for the purpose of analysis as follows. Assuming the sum of \$1,195,000 is for the land, the statutory attorney's fee on the benefit of \$445,000 is \$131,250, leaving \$68,750 for expert fees and costs.

#### **RECOMMENDATION**

We request the Committee's recommendation for Board approval of a settlement in the amount of \$1,395,000 in full settlement of all claims of compensation from CFX including business damages, interest, attorney's fees, expert fees, costs, and any other claim.

# IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

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

CASE NO: 2014-CA-003636-O

**Subdivision 39** 

Petitioner,

Parcel 185

VS.

PEDRO DIAZ BORDON, VICTORIA LYN DIAZ, et al.

Respondents.	

#### MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on December 14, 2015, followed by further settlement discussions, the parties reached the following Settlement Agreement ("Agreement"):

- 1. Petitioner will pay to Respondents, PEDRO DIAZ BORDON AND VICTORIA LYN DIAZ ("Respondents") the sum of One Million Three Hundred Ninety-Five Thousand Dollars (\$1,395,000), in full settlement of all claims for compensation from Petitioner resulting from the taking of Parcel 185, including severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim. The compensation paid pursuant to this Agreement is subject to lawful apportionment claims, if any.
- 2. Petitioner is entitled to a credit in the amount of Eight Hundred Thousand Dollars (\$800,000), which sum was previously deposited in the Registry of the Court in this case by Petitioner.
- 3. Petitioner will pay Respondent the balance due of Five Hundred Ninety-Five Thousand Dollars (\$595,000), within twenty (20) days of the actual date of receipt by Petitioner's counsel of a conformed copy of a Stipulated Final Judgment in this case executed by the Court.
- 4. The parties acknowledge and agree that Agreement is contingent upon the approval of the Central Florida Expressway Authority ("CFX") Right of Way ("ROW") Committee and the CFX Board of Directors ("CFX Board").
  - 5. The parties further acknowledge and agree that the settlement of the

instant case shall be communicated to Court along with the parties' joint request that the instant case be continued and removed from the Court's trial jury docket now scheduled for February 15, 2016...

- 6. Counsel for Petitioner and Respondent will jointly submit to the Court for signature a mutually approved Stipulated Final Judgment in this matter as soon as practicable after the approval of this Agreement by the CFX Board.
- 7. This Agreement resolves all Respondents' compensation claims of any nature whatsoever arising from the taking of Parcel 185, including severance damages, business damages, tort damages, interest, attorney's fees and cost, expert fees, and costs.

costs.	1/1
Sindi Buling Landon	e last day executed below contain(s) all the
Linda Brehenn Lanosa, Esq. Central Florida Expressway Authority	Pedro Diaz Bordon, Owner
Date: Dec. 15,2015	Date: Dean le 15 2015 Victoria Lyn Diaz, Owner
Sidney Calloway, Esq. for Central Florida Expressway Authority	J. Christia Wilson, Esq., for Owner
Date: Deemles 15,2015	Date: 12 15 (15

Larry Watson, Mediator



LOCATION MAP

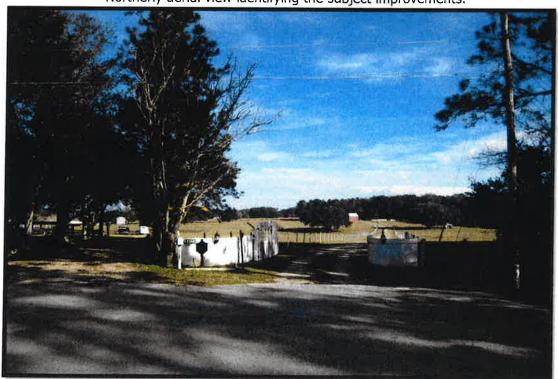


AERIAL/SKETCH

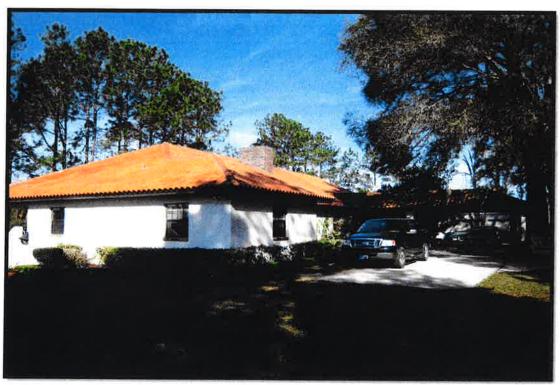
(Source: OCPAFL.org – 2014 Image Date)



Northerly aerial view identifying the subject improvements.



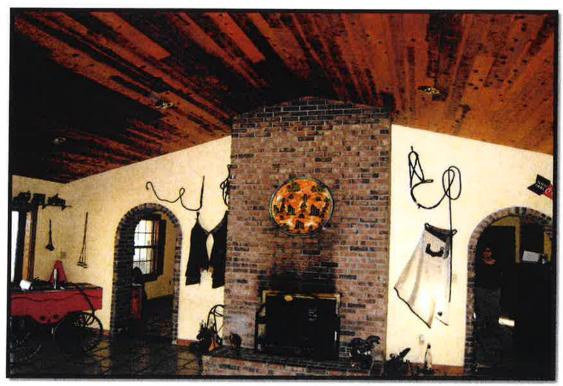
Northerly view of the entrance to the property from Phils Lane. (Photo #1)



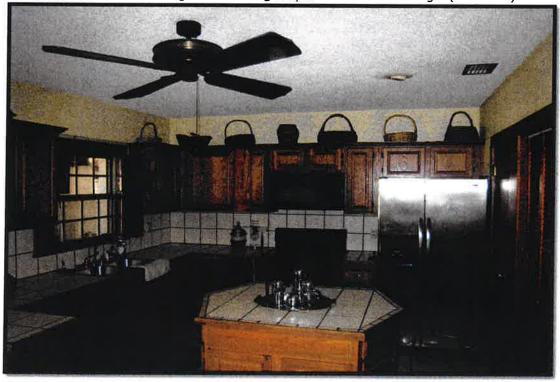
Northwesterly view of the subject residence. (Photo #2)



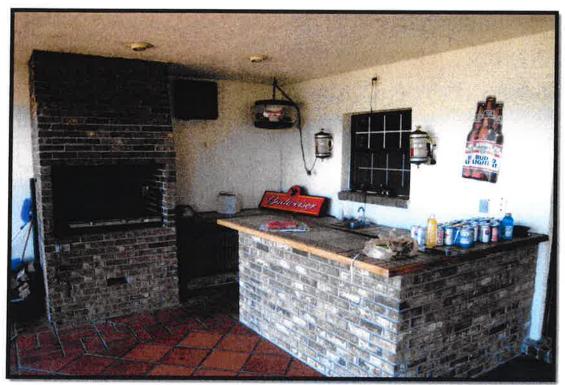
Northeasterly view of the subject residence. (Photo #3)



Interior view of living area showing fireplace and wood ceilings. (Photo #4)



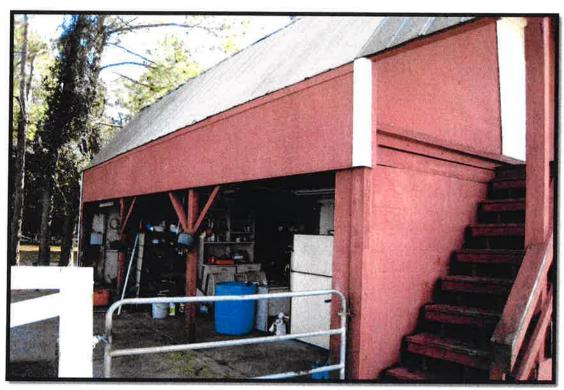
Interior view of the kitchen area. (Photo #5)



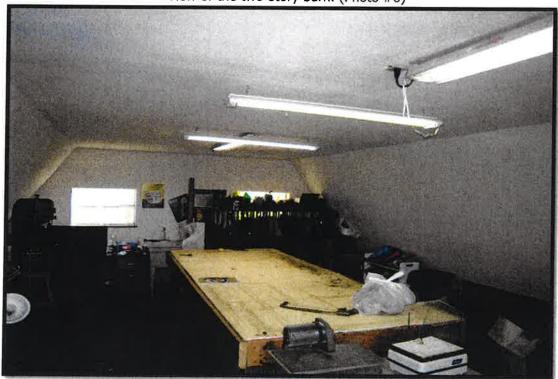
View of wet bar and built-in barbeque within the rear porch. (Photo #6)



View of the detached two-car garage. (Photo #7)



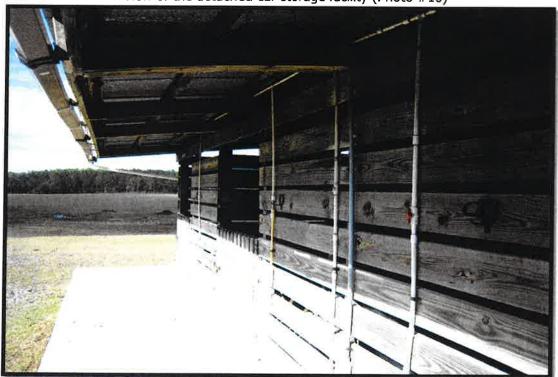
View of the two-story barn. (Photo #8)



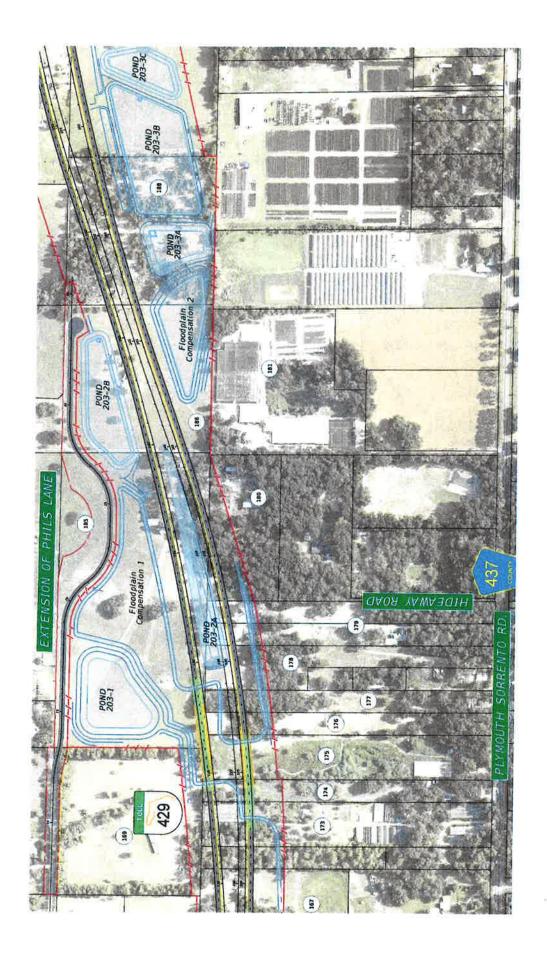
Interior view of the second level of the barn. (Photo #9)



View of the detached car storage facility (Photo #10)

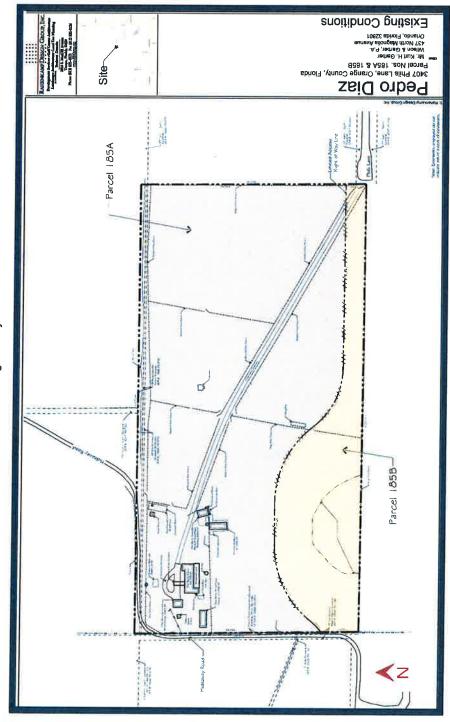


View of the stable building. (Photo #11)



PROPERTY SURVEY

Parcel No. 185 Wekiva Parkway Orange County



Central Florida Expressway Authority v. Diaz State Road 429 (Wekiva Parkway)/Parcel No. 185

#### J.C. Wilson & Associates, P.A.

437 N. Magnolia Avenue Orlando, Florida 32801 Statement of Costs

CFX vs. Diaz IC#4540 Parcel 185 Costs incurred as of December 11, 2015

#### A. Expert Charges

Calhoun & l	Dreggors	ě	TBD	\$32,074
Michael Rud	dd & Associates, LLC Statement dated 07/23/15		\$ 11,061.25	
McCree Ger	neral Contractors Statement dated 11/30/15		8,188.75	5
СРН	Statement dated 11/5 0/15		0,100170	
	Statement dated 02/16/15		4,229.27	7
	Statement dated 12/11/15		380.00	)
Madden Mo	orhead & Glunt, Inc.			
	Statement dated 04/03/15		5,573.05	7100.11
PGA Title, I	nc.			
	Statement dated 07/07/14		56.25	
PEER				
	Statement dated 12/07/15		6,909.72	
Rahenkamp	Design Group			
	Statement dated 12/09/15		9,548.04	

#### **Total Expert Charges**

# B. Court Reporter Charges

Orange Legal, Inc.

Invoice No. 149135/149456 46.80 Invoice No. 152378 117.86

164.66

	Phipps reporting, Inc.				
	Invoice No. 19574	101.56			
	Invoice No. 19589	136.78			
	Invoice No. 19496	136.38			
	Invoice No. 26317	31.66			
	Invoice No. 24996	103.07			
	Invoice No. 26317	95.00	604.45		
	Total Court Reporting Charg	ges			769.11
C.	<b>Exhibit Preparation Charges</b>				
	Aerial Cartographics of America, Inc.				
	Invoice No. 190345	97.85	97.85		
	Central Florida Expressway Authority				
	Invoice No. 0114	13.50			
	Invoice No. 0819	62.50	76.00		
	Triangle Reprographics				
	Statement dated 03/26/02	29.84	29.84		
	The Presentation Group				
	Invoice No. 144335	2.74			
	Invoice No. 144347	4.11			06
	Invoice No. 153893	3.20			
	Invoice No. 172242	2.66			
	Sales Order 13001	1,704.11			
	(Durrance Depo)				
	Sales Order 13023	975.56		90	
	(Newton Depo)		2,692.38		
	Ricoh USA, Inc.	*			
	Invoice No. L2414050223	49.68			
	Invoice No. L2414060178	20.98	70.66		
	Thomson Reuters				
	Invoice No. 829483891	291.83	291.83	-	

## D. Miscellaneous Charges

Copy Charges	1,795.50
Federal Express Charges	2.76 -
Long Distance Charges	4.56
Mileage Charges	6.15
Postage Charges	213.92 -

### **Total Miscellaneous Charges**

**Total Costs Incurred** 

2,022.89

\$ 85,597.95

\$51.996.89·

#### Calhoun, Dreggors & Associates, Inc.

Real Estate Appraisers & Consultants

December 14, 2015

J. Christy Wilson, III, Esq. c/o J.C. Wilson & Associates, P.A. 437 North Magnolia Avenue Orlando, FL 32801-1524

RE:

Owner:

Diaz

Project:

Wekiya Parkway

Parcel No.: 185

County:

Orange

#### INVOICE

Meetings with owner's representative and experts, review taking issues, inspect subject property, review impacts to remainder, conferences with experts, meeting with owner, meeting with City of Winter Garden, meeting with City of Apopka land planning staff, review assemblage of land in the area, review CFX rebuttal reports, review highest and best use, sales research/analysis, review sales, inspect sales, proofread/write report.

Eaton:

 $17.75 \text{ Hrs.} \times $125/\text{Hr.} =$ 

\$ 2,219

Abrams:

79.50 Hrs. x \$175/Hr, =

13,912

Dreggors: Subtotal

 $38.25 \text{ Hrs.} \times \$275/\text{Hr.} =$ 

10,519 \$26,650

Preparation and attend deposition, analysis of project impacts (blight).

Abrams:

 $3.50 \, \text{Hrs.} \times \$175/\text{Hr.} =$ 

\$ 612

Dreggors:

17.50 Hrs. x \$275/Hr. =

4,812

Subtotal

Total

Thank you,

Richard C. Dreggors, GAA President

RCD/ddp

OWNER DIAZ PROJECT **WEKIVA PARKWAY** PARCEL(S) COUNTY 185 ORANGE

KEVIN EATON

AND.	EVELOR EXCLUSIVE	MONTH:
05/28/14	PREPARED FOR MEETING WITH OWNER'S REPRESENTATIVE.	0.50
05/29/14	PREPARED FOR AND ATTENDED MEETING WITH OWNER'S REPRESENTATIVE; WORKED ON MAP OF O/OCEA VALUES; REVIEWED O/OCEA UPDATED APPRAISAL.	1.25
06/09/14	REVIEWED O/OCEA UPDATED APPRAISAL AND MAPPED VALUES ON PROJECT MAP.	0.75
07/30/14	PREPARED FOR AND ATTENDED CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; UPDATED AERIAL OF SUBJECT, CFX VALUES AND REVIEWED SURVEY.	1.75
08/01/14	REVIEWED CFX UPDATED REPORTS, SURVEY AND CORRESPONDED WITH CONTRACTOR REGARDING SCOPE OF WORK.	1.75
09/18/14	PRO-RATA SHARE OF RESEARCH OF LAND SALES PURCHASED FOR SUBDIVISION DEVELOPMENT.	1.00
09/19/14	PRO-RATA SHARE OF LAND SALES RESEARCH AND CREATED A SUMMARY GRID OF SALES.	1.50
09/22/14	PRO-RATA SHARE OF LAND SALES RESEARCH AND CREATED A SUMMARY GRID OF SALES.	1.00
09/24/14	PRO-RATA SHARE OF WORK ON WRITE-UPS OF SUBDIVISION LAND SALES.	1.50
09/26/14	PRO-RATA SHARE OF VERIFICATION OF SALES; CONTINUED WORK ON SALES RESEARCH AND WRITE-UP OF SALES.	1.75
09/28/14	PRO-RATA SHARE OF VERIFICATION OF SALES; CONTINUED WORK ON SALES RESEARCH AND WRITE-UP OF SALES.	0.75
09/29/14	PRO-RATA SHARE OF SALE VERIFICATIONS.	1.75
09/30/14	PRO-RATA SHARE OF VERIFICATION OF LAND SALES AND WORKED ON SALE WRITE-UPS.	0.75
10/01/14	PRO-RATA SHARE OF ADDITIONAL SALES RESEARCH AND REVIEWED WITH RICK.	0.75

Dec. 14. 2015 2:40PM Law Office of Jeffrey Hickman

No. 3171 P. 4

OWNER DIAZ KEVIN EATON
PROJECT WEKIVA PARKWAY
PARCEL(S) 185
COUNTY ORANGE

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10/02/14	PRO-RATA SHARE OF LAND SALES RESEARCH AND RESEARCHED ADDITIONAL DOCUMENTS FOR SALES; MET WITH RICK TO REVIEW.	0.50
10/03/14	PRO-RATA SHARE OF LAND SALES RESEARCH AND RESEARCHED ADDITIONAL DOCUMENTS FOR SALES; MET WITH RICK TO REVIEW.	0.50
	TOTAL HOURS	17.75

OWNER DIAZ **PROJECT WEKIVA PARKWAY** PARCEL(S) COUNTY 185 **ORANGE** 

#### **COURTNEY ABRAMS SCHMIDT**

-			7.000
	internal i	William enthances	. Walter
	08/21/14	UPDATE SALES RESEARCH; REVIEW OF FILE AND SUBJECT INFORMATION; PREPARE FOR SITE INSPECTION.	4.00
	08/25/14	INSPECTED SUBJECT PROPERTY; RESEARCH SALES; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	2.75
	08/28/14	MARKET DATA RESEARCH; ANALYSIS OF CURRENT RESIDENTIAL DEVELOPMENT PERMITS NEAR SUBJECT PROPERTY.	2.00
	09/04/14	RESEARCH/ANALYSIS OF SALES.	4.00
	09/24/14	ANALYSIS OF SALES; MEETING WITH RICK TO REVIEW; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.75
	09/29/14	ANALYSIS OF COMPARABLE DESIGNED SUBDIVISIONS; ANALYSIS OF SALES.	3.50
	10/01/14	ANALYSIS OF ASSEMBLAGES; ASSIST WITH APPRAISAL.	3.50
	12/09/14	RESEARCH IMPROVED SALES; ASSISTED WITH APPRAISAL; WORKED ON EXHIBITS FOR REPORT.	5.00
	12/11/14	ASSISTED WITH APPRAISAL; SALES ANALYSIS.	· 2.25
	12/23/14	ASSISTED WITH APPRAISAL; ANALYSIS OF DEPRECIATION RATES FOR COST APPROACH.	2.50
	01/05/15	MEETING WITH RICK TO DISCUSS SALES/RCN ESTIMATE.	1.00
		ANALYSIS OF DEPRECIATION; ASSISTED WITH APPRAISAL.	3.75
	01/20/15	REVIEW OF WETLAND REPORT; ASSISTED WITH APPRAISAL.	1.00
	02/25/15	CONFERENCE CALL WITH EXPERTS.	1.00
	03/24/15	CONFERENCE CALL WITH ENGINEER AND OWNER'S REPRESENTATIVE; REVIEW OF RCN ESTIMATE WITH RICK; CONFERENCE CALL WITH CONTRACTOR.	2.50

OWNER DIAZ COURTNEY ABRAMS SCHMIDT
PROJECT WEKIVA PARKWAY
PARCEL(S) 185
COUNTY ORANGE

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08/07/15	SALES RESEARCH; ANALYSIS OF COMPENSATION; WORK ON EXHIBITS FOR MEETING:	2.75
08/10/15	PREPARED FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE.	3.00
10/23/15	WORKED ON IMPROVED SALE WRITE-UPS AND EXHIBITS; ASSIST WITH APPRAISAL.	4.25
10/29/15	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE; UPDATE EXHIBITS BASED ON MEETING.	3.50
10/30/15	UPDATE INFORMATION BASED ON MEETING; REVIEW OF DOCUMENTS PROVIDED BY OWNER'S REPRESENTATIVE.	2.25
11/09/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.50
11/14/15	PREPARE FOR SALE INSPECTIONS; INSPECTED SALES; VERIFIED SALES; WORKED ON WRITE-UPS; RESEARCHED LAND SALES UTILIZED TO BACK OUT VALUE OF HOME; ASSISTED WITH APPRAISAL; WORKED ON ADDENDA.	6.00
11/17/15	VERIFIED SALES; ASSIST WITH APPRAISAL; WORKED ON ADDENDA; CONFERENCE CALL WITH LAND PLANNER.	2.00
11/18/15	ANALYSIS OF IMPROVED SALES; MEETING WITH RICK TO REVIEW; PREPARE FOR INSPECTIONS; WORK ON WRITE-UPS; VERIFY NEW SALES; ANALYSIS OF BEFORE LAND SALE ENTITLEMENTS.	6.00 *
11/19/15	INSPECTED ADDITIONAL SALES; VERIFY SALES; ASSIST WITH APPRAISAL; ANALYSIS OF LAND SALES USED TO EXTRACT VALUE OF IMPROVEMENTS.	3.50
11/20/15	VERIFY SALES; ASSIST WITH APPRAISAL.	2.75
	ASSIST WITH APPRAISAL; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; CONFERENCE CALL WITH LAND PLANNER.	2.00
11/24/15	ASSIST WITH APPRAISAL; WORK ON ADDENDA.	1.50
11/47/10	ACCIOT MILITAL LA MOUNT AND MILITARY	LINDA.

OWNER DIAZ COURTNEY ABRAMS SCHMIDT PROJECT WEKIVA PARKWAY PARCEL(S) 185
COUNTY ORANGE

phésalet <sub>a</sub>	#80356# \$100 \$00 \$00 \$00 \$00 \$00 \$10 \$10 \$10 \$1	HORNER S
	SUBTOTAL	79.50
11/30/15	MEETING WITH RICK TO REVIEW FILE AND PREPARE FOR DEPOSITION.	1.50
12/10/15	REVIEW LAND PLANNING REPORT; CONFERENCE CALL WITH LAND PLANNER; ASSISTED WITH APPRAISAL.	2.00
	SUBTOTAL	3.50
	TOTAL HOURS	83.00

OWNER DIAZ
PROJECT WEKIVA PARKWAY
PARCEL(S) 185
COUNTY ORANGE

#### RICHARD C. DREGGORS, GAA

	· · · · · · · · · · · · · · · · · · ·	
APRILEY.	TWEE GEOTIMEES.	losalant),
05/05/14	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE AND EXPERTS; REVIEW TAKING ISSUES AND SCOPE OF WORK.	2.00
05/12/14	PREPARE FOR AND MEET AT SITE WITH EXPERTS; INSPECT AREA OF THE TAKING; REVIEW IMPACTS TO REMAINDER.	1.00
05/29/14	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE; REVIEW SCOPE OF WORK; CONFERENCE WITH SURVEYOR; CONFERENCE WITH PLANNER.	1.00
07/29/14	MEETING WITH ASSOCIATE TO PREPARE FOR MEETING WITH PLANNER; CONFERENCE WITH LAND PLANNER.	1.00
07/30/14	MEETING/CONFERENCE WITH EXPERTS TO DISCUSS HIGHEST AND BEST USE AND SCOPE OF WORK/CURES FOR REMAINDER WHERE NEEDED.	0.75
08/25/14	INSPECT SUBJECT; MET WITH OWNER; CONFERENCE WITH OWNER'S REPRESENTATIVE.	2.00
09/03/14	MEETING WITH CITY OF WINTER GARDEN TO REVIEW NEW SALES AND DEVELOPMENT IN THE AREA.	1.00
09/09/14	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW/PREPARE FOR MEETING WITH EXPERTS.	0.50
09/11/14	MEETING WITH EXPERTS; REVIEW STATUS OF LAND PLANNING AND OTHER REPORTS/ANALYSIS; MEETING WITH CITY OF APOPKA LAND PLANNING STAFF.	0.75
09/17/14	REVIEW ASSEMBLAGE OF LAND IN AREA; CONFERENCE WITH KURT GARBER REGARDING DEADLINES AND UTILITY COSTS NEEDED FROM ENGINEER.	0.75
09/24/14	MEETING WITH ASSOCIATE TO REVIEW RESEARCH TO DATE.	0.50
10/02/14	REVIEW SALES WITH ASSOCIATE.	0.50
10/03/14	REVIEW SALES WITH ASSOCIATE.	0.75

OWNER DIAZ PROJECT **WEKIVA PARKWAY** PARCEL(S) COUNTY

185

**ORANGE** 

RICHARD C. DREGGORS, GAA

19990		Harald
12/19/14	CONFERENCE WITH PLANNER ON STATUS OF THEIR REPORT.	0.25
01/05/15	MEETING WITH ASSOCIATE TO REVIEW SUBJECT RCN.	0.75
01/26/15	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE TO DISCUSS CFX REBUTTAL REPORTS.	0.25
02/10/15	REVIEW HIGHEST AND BEST USE OF SUBJECT PARCELS AND ADJOINING PARCELS; CONFERENCE WITH KLEPZIG OWNERS.	0.75
02/11/15	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING REBUTTAL REPORTS AND DEADLINES.	0.75
02/25/15	CONFERENCE WITH OWNER'S REPRESENTATIVE AND EXPERT/OWNER ATTORNEY OF NEARBY PARCEL.	0.50
03/24/15	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE AND ENGINEER; REVIEW SALES DATA; REVIEW RCN WITH ASSOCIATE.	1.25
08/05/15	INSPECT SALES AND PREPARE FOR MEETING.	4.00
08/10/15	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW RESULTS OF OUR RESEARCH AND REMAINING SCOPE OF WORK.	1.50
10/22/15	ANALYSIS OF SALES; CONFERENCE WITH PLANNER; MEETING WITH ASSOCIATE TO REVIEW.	1.75
10/23/15	REVIEW INFORMATION ON THE EFFECT OF THE WEKIVA PARKWAY LEGISLATION FROM 2004 IN THE MT. DORA PAPER.	0,,25
10/29/15	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES.	1.25
11/18/15	ASSIST WITH HOME SALES RESEARCH AND ANALYSIS; MEETING WITH ASSOCIATE TO REVIEW.	1.75
11/20/15	INSPECT SALES WITH OWNER'S REPRESENTATIVE; PREPARE FOR DEPOSITION.	4.25
11/22/15	PROOFREAD/WRITE REPORT.	3.75

OWNER DIAZ RICHARD C. DREGGORS, GAA
PROJECT WEKIVA PARKWAY
PARCEL(S) 185
COUNTY ORANGE

L. Making	unantesa francisco	, s. pakuma i
11/23/15	READ/WRITE/EDIT REPORT.	2.75
•	SUBTOTAL	38,25
11/29/15	PREPARE FOR DEPOSITION.	7.25
11/30/15	PREPARE FOR AND ATTEND DEPOSITION.	4.75
12/01/15	REVIEW INFORMATION FOR THE BLIGHT ANALYSIS.	2.00
12/07/15	REVIEW INFORMATION ON THE HISTORY OF THE WEKIVA PARKWAY FOR OUR BLIGHT ANALYSIS.	1.75
12/10/15	REVIEW LAND PLANNING REPORT; CONFERENCE PLANNER; EDIT OUR APPRAISAL.	1.25
12/11/15	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW STATUS OF BLIGHT ANALYSIS.	0.50
22	SUBTOTAL	17.50
	TOTAL HOURS	55.75





#### INVOICE - No. 124

Inception (May 2014) thru December 1, 2015

#### PARCEL 185 ALTA/ACSM Survey

Pedro Diaz Victoria Lyn Diaz c/o J. C. Wilson & Associates, P.A. attn: Diane Smith

\*Via Email\*

dsmith@wilsonassociatespa.com

Project Name:

PARCEL 185

For professional services in connection with the preparation of a boundary and topographic survey for the above referenced project. Including the research of the public records, review of survey by others, field surveying and mathematical breakdown of the NE ¼ and the SE ¼ of Section 24-20-27, the detail location and confirmation of all fencing, all manmade improvements, gates, Hideaway Road location, well and access rights. Location of the parole evidence of boundary line occupation and determination of Deed corners. Review S.R. 429 (Wekiva Parkway) Right of Way Maps and Taking documents verifying the acreage and delineate on final map of survey. Preparation of a final survey drawing depicting all the above mentioned improvements and access rights preparation and review prior to scheduled deposition and duces tecum/report preparation.

Staff Person	Hours	Rate	Total
Professional Land Surveyor	12hrs	\$87.50/hr	\$1050.00
Field Survey Crew (Robotic/ATV)	40hrs	\$95.00/hr	\$3800.00
CAD/Survey Technician	72hrs	\$65.00/hr	\$4680.00
Prep/Expert Witness for Court	17.50hrs	\$87.50/hr	\$1531.25
TOTAL FEE:			\$11,061.25

#### PLEASE MAKE CHECKS PAYABLE TO:

MICHAEL RUDD & ASSOCIATES, LLC. 1210 BAHAMA DRIVE ORLANDO, FLORIDA 32806

Should you have any questions concerning this invoice please do not hesitate to contact me, my cell is 407-342-0676.

Thank you for this opportunity to have served you.

MICHAEL RUDD & ASSOCIATES, LLC – 1210 BAHAMA DRIVE – ORLANDO, FLORIDA 32806 WEB: WWW.michaeltrudd.com – email: Michael@michaeltrudd.com – phone 342-0676

#### REGEIVED ORLANDO, FL JUL 23 2014

#### INVOICE

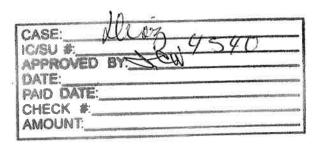
July 23, 2014

WILSON & GARBER, P.A.

HOLD

PARCEL 185
Pedro Diaz-Bordon
Victoria Lyn Diaz
c/o. Kurt Garber, Wilson & Garber, P.A.
attn: Diane Smith

\*Email\*



Project Name: PARCEL 185

For professional services in connection with the preparation of a boundary and topographic survey for the above referenced project. Including the research of the public records, review of survey by others, field surveying and mathematical breakdown of the NE ¼ and SE ¼ of Section 24-20-27, the detail location and confirmation of all fencing, all manmade improvements, gates, Hideaway Road location, well and access rights. Location of the parole evidence of boundary line occupation and determination of Deed corners. Review S.R. 429 (Wekiva Parkway) Right of Way Maps and Taking documents verifying the acreage and delineate on final map of survey. Preparation of a final survey drawing depicting all the above mentioned improvements and access rights.

Staff Person	Hours	<u>Rate</u>	<u>Total</u>
Professional Land Surveyor	12 hours	\$ 87.50/hr.	1050.00
Field Survey Crew (Robotic/ATV)	40 hours	\$ 95.00/hr.	3800.00
CAD /Survey Technician	72 hours	\$ 65.00/hr.	4680.00
Administrative	4 hours	\$ 40.00/hr.	160.00
<u>Totals</u>			\$9,690.00

Out of pocket expenses (maps, plats, reproduction, etc.) est.

55.00

TOTAL FEE

\$9,745.00

PLEASE MAKE CHECKS PAYABLE TO:

MICHAEL T. RUDD 1210 BAHAMA DRIVE ORLANDO, FLORIDA 32806

Thank you for this privilege of serving you....

Should you have any questions concerning this invoice please do not hesitate to contact me, my cell is 407-342-0676.

JUL 23 2014

July 23, 2014 WILSON & GARBER, P.A.

Wekiva Parkway – SR 429 PARCELS 177, 180, 185, 186,188 & HARPER Expert Witness Services

c/o. Kurt Garber, Wilson & Garber, P.A.

attn: Diane Smith

\*Email\*

CASE: Wolfer Cooks
IC/SU #:
APPROVED BY: WIND
DATE: PAID DATE: 4/9/15
CHECK #: 1844
AMOUNT: 29704

Project Name:

**Expert Witness** 

For professional services in connection with the preparation of Expert Witness efforts for the 4785 above referenced Project. Including but not limited to preparation for Deposition, attending Deposition, preparing for Trial and attending trial.

 Staff Person
 Hours
 Rate
 Total

 Professional Land Surveyor
 20 hours
 @ \$ 87.50/hr.
 1,750.00

 Administrative
 28 hours
 @ \$ 40.00/hr.
 1,1120.00

 Totals
 \$2,870.00

Out of Pocket Expenses (reproduction etc. etc.)

\$100.64

TOTAL FEE

\$ 2,970.64

PLEASE MAKE CHECKS PAYABLE TO:

MICHAEL T. RUDD 1210 BAHAMA DRIVE ORLANDO, FLORIDA 32806 WE!1

Thank you for the privilege of serving you....

Should you have any questions concerning this invoice please do not hesitate to contact me, my cell is 407-342-0676.



McCree General Contractors and Architects 500 E. Princeton St. Orlando, FL 32803

Invoice ID Invoice Date Job Number 14-657-60-001 11/30/2015 14-657-60

To: J. Christy Wilson, III Wilson and Garber P.A. 437 N. Magnolla Avenue Orlando FL 32801

Job Location:

OCEA vs. Diaz Parcel #185 3407 Phil Lane Apopka FL 32712

Consulting services to date - 2/25/2015

Date	Description	Professional	Position	Hours	Rate	Amount
6/12/2014	Agreement Review	Patricia Theis	Project Expeditor	1	\$60.00	\$60.00
6/12/2014	Check out County Impact fees	Richard McCree, Sr.	Principal	0.5	\$250.00	\$125,00
8/1/2014	Review County Fees	Patricia Theis	Project Expeditor	1	\$60.00	\$60,00
8/4/2014	Discuss estimate requirement w/Christy	Richard McCree, Sr.	Principal	1	\$250.00	\$250.00
8/4/2014	Print plans & Enlarge	Victor Phan	CADD OPERATOR	0.5	\$65.00	\$32.50
8/5/2014	Review Billing	Patricla Theis	Project Expeditor	0.5	\$60.00	\$30.00
8/6/2014	Go to site to view properties; take photos	Richard McCree, Sr	Principal	2	\$250.00	\$500.00
8/7/2014	Photographs	Patricia Theis	Project Expeditor	0.5	\$60.00	\$30.00
8/7/2014	View property interior; take photos	Richard McCree, Sr.	Principal	2	\$250.00	\$500.00
8/8/2014	Photographs	Richard McCree, Sr.	Principal	0.25	\$250.00	\$62.50
8/12/2014	Review Billing	Patricia Theis	Project Expeditor	1	\$60.00	\$60.00
8/13/2014	Review on estimate	Patricla Theis	Project Expeditor	1	\$60.00	\$60.00
8/13/2014	Work on estimate	Richard McCree, Sr.	Principal	0.5	\$250.00	\$125.00
8/14/2014	Estimating	Jeanna Ertle	Estimator	2.5	\$135.00	\$337.50
8/15/2014	Estimating	Jaanne Ertle	Estimator	2.75	\$135.00	\$371.29
8/18/2014	Estimating	Richard McCree, Sr.	Principal	1	\$250,00	\$250.00
8/19/2014	Review estimates	Richard McCree, Sr	Principal	0.5	\$250.00	\$125.00
8/21/2014	Estimating	Richard McCree, Sr	Principal	2	\$250.00	\$500.00
8/22/2014	Raview estimate	Patricia Theis	Project Expeditor	1	\$60.00	\$60.00
8/25/2014	Review and complete estimate	Richard McCree, Sr.	Principal	1	\$250.00	\$250.00
8/30/2014	Update estimate	Richard McCree, Sr.	Principal	1.5	\$250.00	\$375.00
8/31/2014	Review estimate	Richard McCree, 5r	Principal	1.5	\$250 00	\$375.00
9/16/2014	Finalize & print final estimate	Richard McCree, Sr.	Principal	0.5	\$250,00	\$125.00
9/18/2014	Review estimate	Richard McCree, Sr.	Principal	0.5	\$250.00	\$125.00
9/25/2014	Review Billing	Patricia Theis	Project Expeditor	0,5	\$60.00	\$30,00
10/8/2014	Review estimate	Richard McCree, Sr	Principal	1	\$250.00	\$250.00
11/21/2014 1	Update estimate.	Richard McCree, Sr.	Principal	1	\$250.00	\$250.00
11/21/2014 (	Review files / update billing	Patricia Theis	Project Expeditor	0.5	\$60.00	\$30.00
1/21/2015	Review and update billing	Patricia Theis	Project Expeditor	0.5	\$60.00	\$30.00
2/16/2015	Review and update billing	Richard McCree, Sr	Principal	1	\$250.00	\$250.00
2/16/2015	Review and update billing	Patricia Theis	Project Expeditor	1	\$60,00	\$60.00
3/23/2015	Conference Call	Richard McCree, Sr	Principal	0,5	\$250.00	\$125.00
3/24/2015	Conference Call	Richard McCree, Sr.	Principal	1	\$250.00	\$250.00
11/22/2015	Conference Call	Richard McCree, Sr.	Principal	0.5	\$250.00	\$125.00
11/23/2015	Conference Call	Richard McCree, Sr.	Principal	1	\$250.00	\$250.00
11/24/2015 F	repare for Deposition	Richard McCree, Sr	Principal	1	\$250.00	\$250.00
L1/30/2015 F	Prepare for Deposition	Richard McCree, Sr.	Principal	2	\$250.00	\$500.00
12/1/2015	Peposition	Richard MCree, Sr. Copies, Magge, Misc	Principal	2	\$250.00	\$500.00 \$500.00

Cost to Date:

\$8,188.75

Submitted By:

Richard T. McCree, Sr.



### Invoice

J. Wilson

February 16, 2015

Wilson & Garber, PA 437 N. Magnolia Ave. Project No: Invoice No:

W8308 91997

Orlando, FL 32801

Pedro Diaz adv. OOCEA Parcel 185 Environmental Consulting

Professional Services through February 15, 2015

**Professional Personnel** 

	Hours	Rate	Amount
Principal Environmental Scientist	17.50	145.00	2,537.50
Environmental Scientist	2.25	90.00	202.50
GIS Analyst	7.50	100.00	750.00
Clerical II	1.25	55.00	68.75
Lead Environmental Scientist	2.00	100.00	200.00
Principal Environmental Scientist	2.25	150.00	337.50
Clerical II	1.50	60.00	90.00
	34.25		4,186.25

4,186.25 **Total Labor** 

**Unit Billing** 

2014 Mileage Black&White 8.5X11 Color Copies 8.5X11

13.02 8.40 21.60

43,02

43.02

**Total Units** 

Total this Invoice

\$4,229.27

Please see attached sheets for services provided.

CPH, Inc.

Mamen Wheeravan

## **Environmental**

Amy Daly	19.75 hours	
08/07/14	0.50 hour	As requested by Christy Wilson and Kurt Garber attend meeting at
		Wilson Garber office.
08/08/14	0.50 hour	Initiate preparation of Preliminary Ecological Assessment Report as
		requested by counsel – research tree ordinance, karst areas, review
00144144	0.001	SJRWMD permit files on line, coordinate with GIS for graphics/figures
08/11/14	2.00 hours	Conduct field review as requested by counsel
08/12/14	0.25 hour	Organize photographs and field notes as requested by counsel
08/14/14	0.25 hour	Meeting with Christy Wilson at Wilson Garber office.
08/15/14	0.50 hour	Continue preparation of Preliminary Ecological Assessment Report as requested by counsel – research tree ordinance, karst areas, review SJRWMD permit files on line, coordinate with GIS for graphics/figures
09/11/14	0.25 hour	As requested by counsel obtain FDOT permit documents and plans from FDEP.
11/10/14	1.00 hour	As requested by counsel continue preparation of Preliminary Ecological Assessment Report
11/12/14	1.00 hour	As requested by counsel continue preparation of Preliminary Ecological Assessment Report
11/13/14	1.00 hour	conduct field review as requested by counsel
11/14/14	0.50 hour	As requested by counsel continue preparation of Preliminary Ecological
		Assessment Report
11/19/14	1.00 hour	As requested by counsel continue preparation of Preliminary Ecological Assessment Report
11/20/14	0.50 hour	As requested by counsel continue preparation of Preliminary Ecological Assessment Report
11/24/14	1.50 hours	As requested by counsel continue preparation of Preliminary Ecological Assessment Report
11/26/14	1.00 hour	As requested by counsel continue preparation of Preliminary Ecological Assessment Report
12/09/14	0.75 hour	Download documents from counsel and review documents
12/17/14	1.00 hour	Download documents from counsel and review documents
12/24/14	2.00 hours	As requested by counsel continue preparation of Preliminary Ecological
		Assessment Report
12/29/14	2.00 hours	As requested by counsel continue preparation of Preliminary Ecological Assessment Report
01/05/15	1.25 hours	As requested by counsel continue preparation of Preliminary Ecological Assessment Report
01/06/15	0.25 hour	Respond to counsel request regarding document preparation
02/13/15	0.75 hour	Respond to counsel request regarding document preparation
Richard Orth	7.5 hours	
08/08/14	0.75 hour	Initiate preparation of graphics for field and review as requested by
00/00/14	0.70 Hou	counsel.
08/11/14	2.25 hours	Initiate preparation of graphics for field and review as requested by counsel.
09/03/14	1.50 hours	Incorporate field assessment information onto graphics for the Preliminary Ecological Assessment Report as requested by counsel.
11/20/14	1.00 hour	Figure revisions from Amy Daly as requested by Counsel.
11/21/14	0.50 hour	Figure revisions from Amy Daly as requested by Counsel.
11/24/14	0.25 hour	Figure revisions from Amy Daly as requested by Counsel.

11/25/14 12/29/14	0.75 hour 0.50 hour	Figure revisions from Amy Daly as requested by Counsel. Figure revisions from Amy Daly as requested by Counsel.
<u>Aaron Moore</u> 12/30/14	2.00 hours 2.00 hours	Provide QA/QC of Preliminary Ecological Assessment as requested by counsel
Jennifer Coffey	2.75 hours	
09/11/14	0.75 hour	As requested by counsel obtain FDOT permit documents and plans from FDEP.
09/12/14	0.25 hour	As requested by counsel obtain FDOT permit documents and plans from FDEP.
12/29/14	0.25 hour	Assist with preparation of Preliminary Ecological Assessment Report as requested by counsel
01/05/15	0.75 hour	Assist with preparation of Preliminary Ecological Assessment Report as requested by counsel
01/07/15	0.25 hour	Assist Amy Daly as requested with responding to counsel request.
02/13/15	0.50 hour	Assist Amy Daly as requested with responding to counsel request.
David Scharr	2.25 hours	
12/15/14	1.75 hours	Provide QA/QC of Preliminary Ecological Assessment as requested by counsel
12/16/14	0.50 hour	Provide QA/QC of Preliminary Ecological Assessment as requested by counsel

## Reimbursable Expenses:

Copies 168 black & white @ 0.05/copy = \$8.40 36 color @ 0.60/copy = \$21.60

Mileage 23.25 miles @ 0.56/mile = \$13.02



Invoice

431 East Horatio Avenue Suite 260 Maitland, Fl. 32751

December 4, 2015

Invoice No:

015014.000 - 4

Wilson, Garber & Small, PA Attn: Mr. J. Christy Wilson, III 437 N. Magnolia Avenue Orlando, FL 32801-1524

Project

015014.000

Plymouth-Sorrento Road

Basis of Billing: Per Letter of Agreement dated 02/10/2015.

Status: See attached summary.

Invoice Period: November 7, 2015 - December 4, 2015

**Professional Services** 

		Hours	Rate	Amount
President		6.50	200.00	1,300.00
	Totals	6.50		1,300.00

**Total Labor** 

1,300.00

**Total this Phase** 

\$1,300.00

Total this Invoice

**\*** \$1,300.00

**Outstanding Invoices** 

Number	Date		Balance
1	2/25/2015		1,080.63
2	4/3/2015		4,169.12
3	4/27/2015		550.36
Total		*	5800.11

+ #7100.11 - Grand Jotal

Authorized By:

CHARLES MADDEN

## Sandy Hester

From:

Diane Smith

ent:

Thursday, February 12, 2015 10:25 AM

To:

Sandy Hester

Subject:

FW: Plymouth-Sorrento Road - Eminent Domain, Letter of Agreement

Please prepare a check to Madden for \$2,000.00 as a retainer. Charge it to 4784, 4785, 4844, 4540, 4782

Diane

From: Charlie Madden [mailto:Charlie@madden-eng.com]

Sent: Thursday, February 12, 2015 10:14 AM

To: Diane Smith

Subject: RE: Plymouth-Sorrento Road - Eminent Domain, Letter of Agreement

Thanks Diane!

Thanks, Charlie

Charles M. Madden, P.E.
President
Madden, Moorhead, & Glunt, Inc.
431 E. Horatio Ave., Ste 260
Maitland, FL 32751
(P) 407-629-8330
(F) 407-629-8336

charlie@madden-eng.com





From: Diane Smith [mailto:dsmith@WILSONGARBER.COM]

Sent: Thursday, February 12, 2015 10:09 AM

To: Charlie Madden

Subject: RE: Plymouth-Sorrento Road - Eminent Domain, Letter of Agreement

Today.

Diane



## Plymouth-Sorrento Road--Parcel 185

Service Providėd	Reviewed documents including DWI letter, RDG reports, appraisals and JPA agreement; Reviewed other Apopka annexations to address enclave issue and corresponded with David Moon and Eric Raasch; Completed site inspection of parcel and Plymouth Sorrento Road corridor; Drafted response letter to DWI for client review.	Utility map request; Orange County/Apopka JPA research.
te Service Provided by	Charles Madden, P.EPresident	Nicole Martin, Permitting Manager
Hours Hourly Rat	\$200.00	\$85.00
Ноигя	4.75	1.537
Date	2/15/2015	2/15/2015

\$1,080.63

INVOICE TOTAL



431 East Horatio Avenue Suite 260 Maitland, Fl. 32751 REGETVED ORLANDO, FL MAY 0 4 2015

WILSON & GARBER, P.A.

April 27, 2015 Invoice No:

015014.000 - 3

Wilson, Garber & Small, PA Attn: Mr. J. Christy Wilson, III 437 N. Magnolia Avenue Orlando, FL 32801-1524

Project

015014.000

Plymouth-Sorrento Road

Basis of Billing: Per Letter of Agreement dated 02/10/2015.

Status: Reviewed emails from Apopka regarding annexations; Project on hold until further direction from client.

### Invoice Period: March 28, 2015 - April 24, 2015

**Professional Services** 

	Hours	Rate	Amount	
President	2.75	200.00	550.00	
Totals	2.75		550.00	
Total Labor		8		550.00
	u 541	Total thi	s Phase	\$550.00
Reimbursable Expenses				
Copies			.30	
Total Reimbursables			.30	.30
Other Fees				
Administrative Fees			.06	
Total Other Fees			.06	.06
		Total thi	s Phase	\$.36
		Total this	Invoice	\$550.36

**Outstanding Invoices** 

Number	Date	Balance
1	2/25/2015	6,483.75
2	4/3/2015	4,169.12
Total		10,652.87

Authorized By: CHARLES MADDEN

CASE:
IC/SU #:
APPROVED BY
DATE:
PAID DATE:
PAID DATE:
SILYIS
CHECK #: 1870-7
AMOUNT: 5324.44



431 East Horatio Avenue Suite 260 Maitland, Fl. 32751



April 3, 2015 WILSON & GARBER, P.A. Invoice No: 015014.000 - 2

Wilson, Garber & Small, PA Attn: Mr. J. Christy Wilson, III 437 N. Magnolia Avenue Orlando, FL 32801-1524

Project

015014.000

Plymouth-Sorrento Road

Basis of Billing: Per Letter of Agreement dated 02/10/2015.

Status: Reviewed appraisals/comps for parcel 189; Follow up with Apopka regarding annexations; Conference call with client/appraiser complete.

Invoice Period: February 28, 2015 - March 27, 2015

**Professional Services** 

		Hours	Rate	Amount	
President		20.50	200.00	4,100.00	
	Totals	20.50		4,100.00	
	Total Labor				4,100.00
			Total this	Phase	\$4,100.00
Reimbursable Ex	penses				
Copies		Ale.	l.	57.60	
	Total Reimbursables	70		57.60	57.60
Other Fees		7	0		
Administrative	e Fees			11.52	
	Total Other Fees			11.52	11.52
			Total this	Phase	\$69.12
			Total this	Invoice	\$4,169.12

**Outstanding Invoices** 

 Number
 Date
 Balance

 1
 2/25/2015
 6,483.75

 Total
 6,483.75

Authorized By:

CHARLES MADDEN

CASE:
IC/SU #:
APPROVED BY
DATE:
PAID DATE:
CHECK #:
AMOUNT:



# Plymouth-Sorrento Road--Parcel 185

Date	Hours Hour	Hourly Rate	arly Rate Service Provided by	Service Provided
11/30/2015	2.00	\$200.00	\$200.00 Charles Madden, P.EPresident	Prepared for deposition.
12/1/2015	4.50	\$200.00	\$200.00 Charles Madden, P.EPresident	Attended deposition and followed up on assemblage examples and flood plain issues.

## CVOCCTO ED FLV PRIANDO, FLV AUG 17 2014

## PGA TITLE, INC. CUSTOMER INVOICE 115 TIMBERLACHEN CIRCLE, SUITE 2005 LAKE MARY, FL 32746

PHONE (407) 302-6681

FAX (407) 302-6684

DATE: 07/07/2014

TO: Barbara Karlsson

FILE#: HARPER

Ownership & Encumbrance Report

FILE(S)

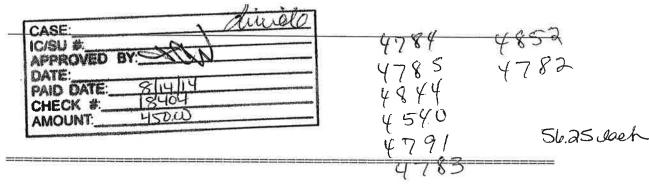
COUNTY

TOTAL

HARPER

Orange

\$ 450.00



TOTAL AMOUNT DUE:

\$ 450.00

## THANK YOU, PLEASE ORDER AGAIN!

NOTE: PLEASE INCLUDE ORDER NUMBER WITH PAYMENT.



## Professional Engineering Resources, Inc.

Engineering, Planning, Permitting

December 7, 2015

Mr. J. Christy Wilson, III Esquire Wilson Associates, P.A. 437 North Magnolia Avenue Orlando, FL 32801

RE:

Diaz adv. CFX

Parcel No. 185

Wekiva Parkway (SR 429) PEER Job No.: 14-1968

MOLD

Mr. Wilson:

Please find attached an PEER Invoice 14-1968.01 for Engineering services provided by Professional Engineering Resources, Inc. (PEER, INC.) for the above referenced case.

The fee charged by **Professional Engineering Resources**, **Inc.** for the services provided is expected to be paid by CFX.

I hope this invoice meets with your approval. If you have any questions, please do not hesitate to contact me.

Thank you for allowing **Professional Engineering Resources**, Inc. the opportunity to work with you on this case.

Paul V. Sherma, P.E.

P:\WPDOCS\2014 JOBS\1968\christy.BK!



## PEER INVOICE NUMBER 14 - 1968 .01

PROPERTY OWNER: Diaz

CLIENT: Wilson, Garber, P.A.

**DATE:** December 7, 2015

## **SECTION A - DESCRIPTION OF SERVICES:**

I. Paul V. Sherma, P. E.: Expert Witness

18.85 Hrs. X = 235.00 / hour = 4,429.75

II. Staz Guntek, Engineering Technician II

15.45 X \$150.00 / hour = \$2,317.50

III. Out - of - Pocket Expenses:

Photocopies	\$ 7.00
Index Sets	\$ 00.00
Laser Paper ( 11" x 17" )	\$ 18.00
Postage	\$ 00.00
Mileage	\$ 126.47
Report Covers and Combs	\$ 00.00
Photographs	\$ 00.00
Color Copies	\$ 11.00
-	

SUBTOTAL OUT-OF-POCKET EXPENSES \$ 162.47

TOTAL AMOUNT DUE

\$ 6,909.72



## PEER INVOICE NUMBER 14 -1968 .01

NAME: Paul V. Sherma POSITION: Expert Witness

<b>DATE</b>	DESCRIPTION	O. OF HOURS
5 - 07 - 14	Meeting with Mr. J. Christy Wilson, Mr. Kurt Garber, Mr. Ricand Mr. Mike Rudd	ek Dreggors 0.50
5 - 09 - 14	Review CFX Engineering Plans and Right of Way Map; Preparinformation for site inspection	0.50
5 - 12 - 14	Site inspection with Mr. J. Christy Wilson, Mr. Kurt Garber, Mr. Rick Dreggors; Mr. Mike Rudd and Mr. Eric Rahenkamp	1.00
6 - 23 - 14	Review fill, Review survey, Prepare for deposition	0.50
6 - 25 - 14	Had deposition taken	0.50
7 - 01 - 14	Review deposition transcript	0.25
7 - 30 - 14	Conference call with Mr. Kurt Garber, Mr. Rick Dreggors and Rahenkamp	l Mr. Eric 0.50
8 - 25 - 14	Coordinate with CADD Department; Fill calculations	1.00
9 - 13 - 14	Review information from Mr. Steve Semonich	0.25
9 - 19 - 14	Review transmittal from Mr, Robert Elmquist	0.10
9 - 23 - 14	Review information from Mr. Eric Rahenkamp	0.10
9 - 26 - 14	Review transmittal from Mr, Robert Elmquist	0.10
9 - 29 - 14	Review transmittal from Mr, Robert Elmquist	0.10
9 - 30 - 14	Prepare transmittal to Mr. Kurt Garber	0.25
10 - 21 - 14	Review transmittal from Mr. Richard McCree Sr.	0.10
10 - 27 - 14	Review CFX Engineering Plans; Review CFX Appraisal; Pre Exhibits; Coordinate with CADD Department; Review Surve Report	epare ey; Prepare 1.25

## PEER

10 - 29 - 14	Review CFX Engineering Plans; Review CFX Appraisal; Prepare Exhibits; Coordinate with CADD Department; Review Survey; Prepare Report	1.50
01 - 15 - 14	Review Report from Ms. Amy Daly	0.50
02 - 19 - 15	Telephone conference with Mr. Kurt Garber	0.25
11 - 23 - 15	Review Subponea	0.10
12 - 01 - 15	Prepare for deposition	2.00
12 - 02 - 15	Prepare for deposition; Had deposition taken	7.50
	TOTAL NO. OF HOURS	18.85



## PEER INVOICE NUMBER 14 - 1968.01

NAME: Staz Guntek

POSITION: Engineering Technician IV

DATE	<b>DESCRIPTION</b>	NO. OF HOURS
5 - 07 - 14	Prepare Exhibits for site meeting	0.50
5 - 14 - 14	Prepare Exhibits for site meeting	0.25
6 - 23 - 14	Plot survey	0.10
6 - 24 - 14	Print photographs	0.10
8 - 08 - 14	Prepare cross sections	0.50
8 - 14 - 14	Prepare cross sections	1.50
8 - 15 - 14	Prepare cross sections	3.50
10 - 27 - 14	Prepare Exhibits	5.00
10 - 29 - 14	Prepare Exhibits	1.50
11 - 23 - 15	Print information	1.00
12 - 01 - 15	Print plans for deposition	1.50
		-
	ТОТ	AL NO. OF HOURS 15.45

## Rahenkamp Design Group, Inc.

Invoice submitted to:

Mr. J. Christy Wilson, III J. C. Wilson & Associates, P. A. 437 North Magnolia Avenue Orlando, FL 32801

December 09, 2015

In Reference To: Job #14.092, OOCEA v. Pedro Diaz-Bordon and Victoria Lyn Diaz Project: Wekiva Parkway Parcel No. 185

### For Professional Services Rendered:

	Hours _	Fees
05/06/14 Meeting with Kurt Garber re: review of parent tract, access issues, collaboration with adjoining parcel owners, review of taking	0.80	180.00
05/12/14 Inspect subject property & surrounding neighborhood with Kurt Garber, Christy Wilson, Paul Sherma, Rick Dreggors & Mike Rudd	1.00	225.00
05/18/14 Review OOCEA appraisal report (Durrance & Associates)	0.40	90.00
06/19/14 Prepare base sheet per add title block information, surrounding parcels and aerials	1.00	95.00
06/23/14 Review survey plans prepared by Michael Rudd	0:20	8.40
06/24/14 Prepare ownership exhibit of subject parcel and surrounding parcels	0.20	19.00
06/26/14 Prepare Existing Conditions plan per add existing buildings, fences and driveways	0.60	57.00
06/27/14 Prepare Existing Conditions plan per add parent tract, Parcel 185A, Parcel 185B, existing Hideaway Road, easements, utilities, other existing improvements and associated labels	5.60	532.00
Research access easement to property per the Orange County Clerk of Court	0.40	16.80
07/24/14 Meeting with Kelsey Trujeque re: survey prepared by Michael T. Rudd for subject property	0.20	30.00
Review construction plans to determine extent of project	0.20	19.00

Development Services • Golf Course Architecture • Eminent Domain Landscape Architecture • Land Use Planning (J.CO)000343)

	Hours	Fees
07/24/14 Conversation with Steve Semonich re: absence of Limited Access Right of Way line in survey; conversation with Steve Semonich re: location of proposed roadway	0.20	8.40
07/25/14 Review FDOT construction plans to determine extent of project 07/28/14 Prepare Future Conditions plan per add northbound State Road 429, southbound State Road 429, striping, ponds, pertinent off site improvements and associated labels	0.40 2.60	38.00 247.00
Review Construction Plans and print applicable sheets for subject property	0.60	25.20
07/29/14 Print Existing Conditions plan; convert Existing Conditions plan to PDF	0.20	19.00
Research Future Land Use and zoning district regulations applicable to subject property	0.40	60.00
Review preliminary Existing & Future Conditions plans; review file in preparation for consultant meeting	0.40	90.00
Meeting with Kelsey Trujeque re: Existing and Future Conditions plans	0.20	30.00
07/30/14 Conference call with Rick Dreggors, Paul Sherma, Kurt Garber & Christy Wilson re: review of parent tract and taking(s), highest & best use issues, regulatory issues, potential annexation & density	0.40	90.00
Prepare Existing Conditions plan per add parent tract and existing improvements into Ownership Map	0.20	19.00
Meeting with Eric Rahenkamp and Steve Semonich re: Ownership Map, Existing Conditions plan and Future Conditions plan	0.20	24.00
Meeting with Eric Rahenkamp and Kelsey Trujeque re: Existing and Future Conditions plan preparation and theory of highest and best use	0.20	30.00
Meeting with Kelsey Trujeque re: preparation of Existing and Future Conditions master parent tract plans	0.20	30.00
07/31/14 Prepare Existing Conditions plan per add hatch and text to highlight acquisition when overlaid on aerial	0.60	57.00
08/04/14 Research extent of easements on and adjacent to property Research approvals for Kelly Park Crossing DRI; research regulations applicable to Wekiva Study Area	1.60 0.40	192.00 60.00
08/05/14 Telephone conversation with Bonnie Smith, City of Apopka Utilities Department re: utilities for subject property	0.20	8.40
Compose email to Bonnie Smith, City of Apopka Utilities Department re: utilities for subject property	0.20	8.40
Prepare tax map, aerial map, Future Land Use map and Zoning map	1.00	120.00
Prepare E-mail to Edith Torres with City of Apopka re: schedule meeting to discuss annexation of subject property	0.20	30.00
Research City of Apopka and Orange County regulations applicable to Wekiva Study Area and Wekiva Parkway Interchange Plan Area	0.40	60.00

		Hours	Fees
08/07/14	Conversation with Kyle Wilkes from Apopka Planning and Zoning Department re: Mixed Use zoning classification and obtaining Zoning classifications for recently annexed properties adjacent to subject property; compose email to Kyle Wilkes from Apopka Planning and Zoning Department re: parcel numbers for Zoning In Progress classification; prepare Telephone Conversation Report	<b>0.40</b>	48.00
	Research City of Apopka Comprehensive Plan and Land Development Code regulations pertinent to highest and best use of subject property; prepare for meeting with Dave Moon with City of Apopka	0.60	90.00
08/08/14	Prepare memo for utilities pertaining to subject property	0.20	8.40
	Prepare location map, Tax Map enlargement, Zoning	1.20	144.00
	enlargement, Future Land Use enlargement exhibits Prepare Job Meeting Report re: meeting with David Moon with City of Apopka	0.20	30.00
	Meeting with David Moon and Rogers Beckett with the City of Apopka re: highest and best use of subject property per annexation; review and obtain Kelly Park Crossing DRI documents and Wekiva Parkway Interchange Plan	1.00	150.00
08/11/14	Prepare Existing Conditions plan per add background masks to text	0.40	48.00
	Review Kelly Park Crossing Development Order	0.20	45.00
	Prepare Future Conditions plan per add 100 year flood line and associated labels	0.80	96.00
	Prepare Existing Conditions plan per add 100 year flood line and associated labels	0.80	96.00
08/12/14	Print Existing Conditions plan, Existing Conditions plan with aerial and exhibits for review	0.80	76.00
	Review City of Apopka/Orange County approved JPA Agreement and associated amendments; review Kelly Park Crossing DRI per annexation potential as proposed by David Moon with City of Apopka	0.40	60.00
	Print and convert plans into PDF format	0.20	19.00
08/27/14	Convert plans to PDF format; print Existing Conditions plan, Existing Conditions plan with aerial, Future Conditions plan and Future Conditions plan with aerial	0.80	76.00
	Conversation with Diane Smith from Wilson & Garber, P.A. re: finalizing plans	0.20	24.00
	Meeting with Kelsey Trujeque re: reducing PDF size to be sent via email	0.20	24.00
09/11/14	Meeting with Eric Rahenkamp re: water/sewer utilities and annexation alternatives	0.20	30.00
	Conference call with Kurt Garber and Eric Rahenkamp re: highest and best use	0.20	30.00

		Hours	Fees
09/11/14	Conference call with Rick Dreggors, Paul Sherma, Kurt Garber & Christy Wilson re: regulatory issues, highest & best use issues; conversation with Kurt Garber re: annexation issues, permissible	0.40	90.00
09/14/14	density Review Interlocal Agreement, First Amendment & Second Amendment; review Wekiva Parkway Interchange Plan	0.40	90.00
09/15/14	Conference call with Paul Sherma, Rick Dreggors, Kurt Garber & Christy Wilson re: annexation issues, highest & best use	0.20	45.00
09/23/14	Research access easements on southwest corner of property  Meeting with Eric Rahenkamp re: easements on southwest	1.40 0.40	168.00 48.00
09/26/14 09/30/14	corner of property Prepare Existing Conditions plan per add proposed conditions Prepare Northwest Small Area Plan and Enlargement exhibits	1.80 1.20	216.00 144.00
10/01/14	Research Orange County and City of Apopka school capacity data	0.40	60.00
	Research Orange County and City of Apopka school capacity data	0.20	30.00
	Dictate land planning report	2.40	360.00
02/04/15	Review summation prepared by Donald W. McIntosh Associates, Inc.	0.20	30.00
02/05/15	Review City of Apopka and Florida Statutes per annexation Conference call with Rick Dreggors, Courtney Abrams, Paul Sherma and Kurt Garber re: discuss report prepared by Donald	0.20 0.20	30.00 30.00
10/22/15	McIntosh Associates, Inc.  Meeting with Steve Semonich re: proposed highest and best use	0.20	24.00
11/09/15	Dictate land planning report	0.40	60.00
11/18/15	Dictate land planning report	1.80	270.00
	Dictate land planning report	4.40	660.00
11/20/15	Review Existing Conditions, Existing Conditions Proposed and exhibits per determine	0.40	48.00
44/00/45	Print Existing Conditions, Existing Conditions Proposed and exhibits	0.40	38.00
	Review file and prepare testimony for deposition Conference call with Charlie Madden & Christie Wilson re: annexation issues, enclave issues, deposition	1.40 0.60	315.00 135.00
	Dictate land planning report	6.40	960.00
	Review memo from Charles Madden re: assemblage and development issues	0.20	45.00
11/24/15	Contact Orange County Traffic & Transportation Department re: roadway status of Phil's Lane	0.60	72.00
	Meeting with Steve Semonich re: existing easements on property	0.20	24.00
44100145	Prepare testimony for deposition	0.20	45.00
	Review file; prepare for deposition	0.60	135.00
	Attend deposition at Christie Wilson's offices	4.60	1,035.00
	Update Existing Conditions and Future Conditions plans per updated client firm	0.20	19.00

	Hours	Fees
12/07/15 Dictate land planning report	0.80	120.00
Update Existing Conditions plan per increase legibility	0.80	96.00
12/08/15 Edit land planning report	0.40	90.00
12/09/15 Print and convert to PDF format Existing Conditions plan, Existing Conditions Proposed plan and exhibits	0.40	48.00
Edit & finalize land planning report	0.40	90.00
Total Professional Services:	65.00	\$9,283.00
For Expenses Incurred:		
B&W Xerox:		150.00
Color Xerox:		31.45
Travel:		83.59
Total Expenses:	<u> </u>	\$265.04
Total This Invoice:	· ·	\$9,548.04
Balance Now Due:	-	\$9,548.04



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JUL 0 2 2014

Kurt H. Garber, Esquire Wilson, Garber & Small, PA 437 N. Magnolia Avenue Orlando, FL 32801

WILSON & GARBER, P.A

## INVOICE

Invoice No.	Invoice Date	Job No.
149456	6/30/2014	167723
Job Date	Case	No.
6/25/2014	2014CA003698O	
	Case Name	
Orlando-Orange Co and Katie Reid, et	ounty Expressway Autho	ority vs. Darrel
	Payment Terms	
Net 30		

Michael T. Rudd- w/ exhibits		
Exhibit Charge - Scan Only	19.00 Pages	4.75
Exhibit Charge		20.00
Reference No. : 165658	TOTAL DUE >>>	\$24.75
Scanned and emailed Exhibits only. Exh Pet.B was an over sized scan.		
Payments may be made online at www.orangelegal.com.		
Thank you for your business!		
Room rates may be applicable when transcript is deferred; varies by location balances, net 30 days. Invoice cannot be adjusted after 30 days. Paymen lection, you agree to pay all collection costs and attorney fees.  10 1787 146.79  84 46.79		

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Tax ID: 59-2754282

46.80 46.80

> Job No. : 167723

**BU ID** 

: Central FL

Case No.

: 2014CA003698O

Case Name : Orlando-Orange County Expressway Authority

vs. Darrell and Katie Reid, et al.

Invoice No. : 149456

Invoice Date : 6/30/2014

Total Due : \$ 24.75

PAYMENT WITH	CREDIT CARD	AMEX VALERA VISA
Cardholder's Name		
Card Number:		
Exp. Date:	Phon	ne#:
Billing Address:		
Zip:	Card Security Co	ode:
Amount to Charge		
Cardholder's Signa	ture:	

To: Orange Legal, Inc. **633 East Colonial Drive** Orlando, FL 32803

## 71 407.898.4200 TOLL FRIT 800.275.7991 407.80R91-ANDO, FL JUL 24 2014

J. Christy Wilson, III, EsquireVILSON & GARBER, P.A. Wilson, Garber & Small, PA 437 N. Magnolia Avenue Orlando, FL 32801

## INVOICE

Invoice No.	Invoice Date	Job No.
152378	7/24/2014	171596
Job Date	Case	No.
7/18/2014	2014CA003641O	
	Case Name	
Central Florida Exp Strier	oressway Authority vs. R	obert Strier & Adis
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	TOTAL DUE >>>	\$942.95
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adjusted after 30 days. Payment not	contingent on client reimbursement. I E. U. L.	month on unpaid f turned over for
	adjusted after 30 days. Payment not CAS	TOTAL DUE >>>  rangelegal.com.  script is deferred; varies by location. Invoices will accrue interest at 1.5% per adjusted after 30 days. Payment not contingent on client reimbursement. It costs and attorney fees.  785, 4844  APPROVED BY  DATE PAID DATE PAID DATE PAID DATE PAID DATE

Tax ID: 59-2754282

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J. Christy Wilson, III, Esquire Wilson, Garber & Small, PA 437 N. Magnolia Avenue Orlando, FL 32801

Invoice No. : 152378

Job No.

Case No.

Strier & Adis Strier

: Central FL

**BU ID** 

Case Name : Central Florida Expressway Authority vs. Robert

: 2014CA003641O

: 171596

Invoice Date : 7/24/2014

Total Due : \$ 942.95

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## INVOICE

Invoice No.	Invoice Date	Job No.
149135	6/27/2014	167723
Job Date	Case	No.
6/25/2014	2014CA003698O	
	Case Name	
Orlando-Orange C and Katie Reid, et	ounty Expressway Autho	ority vs. Darrel
	Payment Terms	
Net 30		

	TOTAL DUE >>>	\$349.60
ASCII, Condensed	AMOUNT: 349.60 / 374.35	35.00
Paul Sherma	CHECK #: 19365 42:00 Pages	123.90
1 CERTIFIED COPY OF TRANSCRIPT OF:	PAID DATE: 7/3/14	
Delivery, Shipping and Handli		20.00
ASCII, Condensed	IC/SU #:	35.00
Michael T. Rudd	CASE: Wehing Phung Cases 16:00 Pages	135.70
1 CERTIFIED COPY OF TRANSCRIPT OF:		

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Thank you for your business!

bom rates may be applicable when transcript is deferred; varies by location. Invoices will accrue interest at 1.5% per month on unpaid balances, net 30 days. Invoice cannot be adjusted after 30 days. Payment not contingent on client reimbursement. If turned over for collection, you agree to pay all collection costs and attorney fees.

**Tax ID:** 59-2754282

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Invoice No. : 149135

: 167723 BU ID Job No. : Central FL

Case No. : 2014CA003698O

Case Name : Orlando-Orange County Expressway Authority

vs. Darrell and Katie Reid, et al.

Invoice Date : 6/27/2014

Total Due : \$ 349.60

PAYMENT WITH	CREDIT CARD	AMEX PARTER VISA	
Cardholder's Name:			
Card Number:			
Exp. Date: Phone#:			
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Zip:	Card Security Co	ode:	
Amount to Charge:			
Cardholder's Signat	ure:		

mit To: Orange Legal, Inc. **633 East Colonial Drive** Orlando, FL 32803

19574 7/1/2014 119 <b>Job Date Case No.</b> 6/18/2014 2014-CA-3592-0 <b>Case Name</b>
6/18/2014 2014-CA-3592-0
Casa Nama
Case Haille
Orlando-Orange County Expressway vs. Kenneth Gri

## Phipps Reporting

SE 3rd Avenue, Suite 2200, Ft. Landerdale, FL 33394

TEL: 888-811-3408 FAX: 561-290-1595 billing@phippsreporting.com • www.phippsreporting.com

ORLANDO, FL

JUL 21 2014

J. Christy Wilson Wilson & Garber, P.A. 437 N. Magnolia Avenue Orlando, FL 32801

WILSON & GARBER, P.A.

DEDOCITION TRANSCRIPT OF	X			
DEPOSITION TRANSCRIPT OF:  David Hall	74.00 Pages	<b>a</b>	4.25	214 50
	74.00 Pages	@	4.25	314.50
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Glenn Pressimone (\$44, 4540) 47.83	56.00 Pages	@	4.25	238.00
Deposition: First Hour			75.00	75.00
Deposition: Additional Hour(s) 4852	2.00 Hours	@	50.00	100.00
E-Litigation Package CASE:	1	7.0	35.00	35.00
Shipping and Handling CISU **			15.00	15.00
DATE:	TOTAL DUE >	·>>		\$812.50
101-CA-3658-O PAID DAYE: 7/29/14	-			,
201-CA-3636-O   CHECK #: 18381	-1			
2014-CA-3641-0 AMOUNT: 812.50/299775	<u> </u>			

Tax ID: 90-0628164

Phone: 407-843-4321 Fax:407-423-1505

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J. Christy Wilson Wilson & Garber, P.A. 437 N. Magnolia Avenue Orlando, FL 32801

Invoice No. : 19574
Invoice Date : 7/1/2014
Total Due : \$ 812.50

Due upon receipt

otal Due : \$812.

Remit To: Phipps Reporting, Inc.

100 S.E. Third Avenue

**Suite 2200** 

Fort Lauderdale, FL 33394

Job No.

: 11979

BU ID

: 2-Central

Case No.

: 2014-CA-3592-0

Case Name

: Orlando-Orange County Expressway vs.

Kenneth Grimm

Invoice No.	Invoice Date	Job No.
19589	6/30/2014	11980
Job Date	Case	No.
6/23/2014	2014-CA-3592-0	
	Case Name	
Orlando-Orange C	ounty Expressway vs. Ke	enneth Grimm
	Payment Terms	
Due upon receipt		

## Phipps Reporting

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JUL 18 2014

J. Christy Wilson Wilson & Garber, P.A. 437 N. Magnolia Avenue Orlando, FL 32801

WILSON & GARBER, P.A.

DEPOSITION TRANSCRIPT OF:	× ,x	×				
Scott Bear		35.00	Pages	@	4.25	148.7
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Debra Reddick		52.00	Pages	@ _	4.25	221.0
E-Litigation Package	*				35.00	35.00
DEPOSITION TRANSCRIPT OF:	4784,4785	),				
Deborah Poindexter	1. (01) 7.	-(/r) 54.00	Pages	@	4.25	229.50
Deposition: First Hour	1844, 45	401	22		75.00	75.00
Deposition: Additional Ho	ur(s) ( 1701 (	1782, 6.00	Hours	@	50.00	300.00
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		8 8 ×	× , 12	8		

Tax ID: 90-0628164

Phone: 407-843-4321 Fax:407-423-1505

Please detach bottom portion and return with payment.

J. Christy Wilson Wilson & Garber, P.A. 437 N. Magnolia Avenue Orlando, FL 32801

Invoice No. : 19589 Invoice Date : 6/30/2014

**Total Due** : \$ 1,094.25

Remit To: Phipps Reporting, Inc. 100 S.E. Third Avenue

**Suite 2200** 

Fort Lauderdale, FL 33394

Job No.

: 11980

BU ID

: 2-Central

Case No.

: 2014-CA-3592-0

Case Name

: Orlando-Orange County Expressway vs.

Kenneth Grimm

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		19	496		7/9/2014		11981
	IUL 16 201	Job	Date			Case No.	
TEL: 888-811-3408 FAX: 561-290-1595 billing@phippsreporting.com • www.phippsreporting.com	1000	6/24	/2014	201	14-CA-3592	-0	
BUTTER BUTTER	& GARB	ER, P.	1.	٠,	Case Name	e	
		Orlando-	Orange (	County	Expressway	vs. Kenne	th Grimm
J. Christy Wilson				Da	yment Ter	mc	
Wilson & Garber, P.A. 437 N. Magnolia Avenue CASE:					yment rei	1115	
Orlando, FL 32801 IC/SU #:		Due upo	n receipt				
APPROVED BY:	<del></del>						
DEPOSITION TRANSCRIPT OF: PAID DATE:							
Deborah Keeter CHECK #:_			32.00	Pages	@	4.25	136.0
E-Litigation Package	W	]				35.00	35.0
DEPOSITION TRANSCRIPT OF:	- 01						
Chad Durrance	784		86.00	Pages	@	4.25	365.5
E-Litigation Package	- C> e>					35.00	35.0
DEPOSITION TRANSCRIPT OF:	782						
Harry Collison	044		34.00	Pages	@	4.25	144.5
Deposition: First Hour	811					75.00	75.0
Deposition: Additional Hour(s)	370		5.00	Hours	@	50.00	250.0
E-Litigation Package	4540					35.00	35.0
Shipping and Handling	C					15.00	15.0
The state of the s			AT OT	L DUE	>>>		\$1,091.0
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AMOUNT: 100 L.C	And the State of t						

Tax ID: 90-0628164

Phone: 407-843-4321 Fax:407-423-1505

Please detach bottom portion and return with payment.

J. Christy Wilson Wilson & Garber, P.A. 437 N. Magnolia Avenue Orlando, FL 32801

Invoice No. : 19496 Invoice Date : 7/9/2014 **Total Due** : \$ 1,091.00

Remit To: Phipps Reporting, Inc. 100 S.E. Third Avenue

**Suite 2200** 

Fort Lauderdale, FL 33394

Job No.

: 11981

BU ID

: 2-Central

Case No.

: 2014-CA-3592-0

Case Name

: Orlando-Orange County Expressway vs.

Kenneth Grimm

Phipps Rep	porting	Invoice No.	Invoice Date	Job No.	
William Could be the second se		26317	4/15/2015	18200	
100 SE 3rd Avenue, Suite 2200	). Ft. Landerdale, FL 33394	Job Date Case No		No.	
TEL: 888-811-3408 billing@phippsreporting.com	FAX: 561-290-1595 www.phippsreporting.com	4/7/2015	2014-CA-3636-O		
	1 -1 -		Case Name		
paid 5/5/15		Central Florida Expressway Authority vs. Pedro Diaz-Bordon			
J. Christy Wilson Wilson & Garber, P.A.	1418691		Payment Terms		

437 North Magnolia Avenue Orlando, FL 32801

Due upon receipt

TAKEN BUT NOT TRANSCRIBED DEPOSITION OF:

Gary Pendergast

Deposition: Not Transcribed- First Hour

95.00 95.00 TOTAL DUE >>> \$95.00 AFTER 5/30/2015 PAY \$104.50

EST. Number of Pages: 50

Thanks for choosing Phipps Reporting!

Payment is not contingent upon client reimbursement. If an attorney is engaged to collect any unpaid amount you are responsible for the attorney's fees and all costs of collection. Any litigation to collect past due accounts shall be in Palm Beach County, Florida.

4852 31,67 4791 31,67 / 4540 31,66 /

(-) Payments/Credits:

95.00 0.00

(+) Finance Charges/Debits:

(=) New Balance:

\$0.00

July of

Tax ID: 90-0628164

Phone: 407-843-4321 Fax:407-423-1505

Please detach bottom portion and return with payment.

J. Christy Wilson Wilson & Garber, P.A. 437 North Magnolia Avenue Orlando, FL 32801

Invoice No.

26317

Invoice Date

4/15/2015

**Total Due** 

\$0.00

Job No.

18200

**BU ID** 

2-Central

Case No.

2014-CA-3636-O

Case Name

Central Florida Expressway Authority vs.

Pedro Diaz-Bordon

lemit To:

Phipps Reporting, Inc. 100 S.E. Third Avenue

**Suite 2200** 

Fort Lauderdale, FL 33394

## Phipps Reporting

100 SE 3rd Avenue, Suite 2200, Ft. Lauderdale, FL 33394

FAX: 561,290-1595 TEL: 888-811-3408 billing@phippsreporting.com + www.phippsreporting.com

APR 0 6 2015

WILSON & GARON, PAST DUE

Accounts Payable Wilson & Garber, P.A. 437 North Magnolia Avenue Orlando, FL 32801

## **STATEMENT**

Account No.	Date
F2619	4/2/2015

30 Days	60 Days
\$515.35	\$0.00
120 Days & Over	Total Due
\$0.00	\$515.35
	\$515.35 <b>120 Days &amp; Over</b>

Page 1 of 1

Invoice Date	Invoice No.	Balance	Job Date	Witness	Case Name
2/28/2015	24996	515.35	CASE: IC/SU #: APPROVEDATE: PAID DAT CHECK I	D BY:	Orlando-Orange County Expressway Authority vs. John Humason
				+1	,0

Tax ID: 90-0628164

Phone: 407-843-4321 Fax:407-423-1505

Please detach bottom portion and return with payment.

Accounts Payable Wilson & Garber, P.A. 437 North Magnolia Avenue Orlando, FL 32801

Account No. : F2619 Date : 4/2/2015

**Total Due** : \$ 515.35

Remit To: Phipps Reporting, Inc. 100 S.E. Third Avenue **Suite 2200** Fort Lauderdale, FL 33394

Phipps Reporting

JOSE 3rd Avenue, Suite 2200, Ft. Landerdale, FL 33394

TEL: 888-811-3408

FAX: 561-290-1595

billing@phippsreporting.com + www.phippsreporting.comDO, FL

MAY 04 2015

J. Christy Wilson Wilson & Garber, P.A. 437 North Magnolia Avenue Orlando, FL 32801

WILSON & GARBER, P.A.

	· · · · · · · · · · · · · · · · · · ·	
Invoice No.	Invoice Date	Job No.
26317	4/15/2015	18200
Job Date	Case	No.
4/7/2015	2014-CA-3636-O	
	Case Name	
Central Florida Exp	ressway Authority vs.	Pedro Diaz-Bordon
	Payment Terms	
Due upon receipt		

TAKEN BUT NOT TRANSCRIBED DEPOSITION OF:

Gary Pendergast

Deposition: Not Transcribed- First Hour

95.00

bits:

95.00

TOTAL DUE >>>

\$95.00

AFTER 5/30/2015 PAY

\$104.50

EST. Number of Pages: 50

Thanks for choosing Phipps Reporting!

Payment is not contingent upon client reimbursement. If an attorney is engaged to collect any unpaid amount you are responsible for the ttorney's fees and all costs of collection. Any litigation to collect past due accounts shall be in Palm Beach County, Florida.

CASE: IC/SIJ # APPROVED ATE PAID DATE: CHECK # AMOUNT

( Payments/Credits:

0.00 0.00

(+) Finance Ch

=) New Balar

\$95.00

Tax ID: 90-0628164

Phone: 407-843-4321 Fax:407-423-1505

Please detach bottom portion and return with payment.

J. Christy Wilson Wilson & Garber, P.A. 437 North Magnolia Avenue Orlando, FL 32801

Invoice No.

26317

Invoice Date

: 4/15/2015

**Total Due** 

: \$ 95.00

Remit To: Phipps Reporting, Inc. 100 S.E. Third Avenue

**Suite 2200** 

Fort Lauderdale, FL 33394

Job No.

: 18200

**BU ID** 

: 2-Central

Case No.

: 2014-CA-3636-O

Case Name

: Central Florida Expressway Authority vs.

Pedro Diaz-Bordon



## Aerial Cartographics of America, Inc.

Digital Mapping - Lamp - Helicopter LiDAR - Mobile LiDAR - Digital Orthophotography - HD Video

CASE:		
CASE: IC/SU #: APPROVED BY:	WY INV	DICE
DATE:	12-16	
PAID DATE:QU CHECK #:	18489	
AMOUNT:	187.78	

Ship Date 10/20/2014 Ref Job # 2012605,68 Ship By Client Pickup

Sold To:

Wilson & Garber, P.A. 437 North Magnolia Avenue ShipTo:

Wilson & Garber, P.A. 437 North Magnolia Avenue

Orlando, FL 32801

Christy Wilson P: 407-843-4321

F:

Orlando, FL 32801 Christy Wilson

P: 407-843-4321

F:

Order Date	Customer Order	Name	SP	Inv Date	lnv#
10/20/201		2013 Aerials	KG	10/21/201	190345

Qty Ordered	Description	Unit Price	Amount	
1	Color	\$475.00	\$475.00	1st
	Special	\$0.00	\$0.00	Add
	30" x 54" Mounted Print	\$0.00	\$0.00	Oth
	Color Balance	\$0.00	\$0.00	
		Sub Total:	\$475.00	
Qty Ordered	Description	Unit Price	Amount	
1	Color	\$175.00	\$175.00	1st
	Special	\$0.00	\$0.00	Add
	15" x 35" Mounted Print	\$0.00	\$0.00	Oth
	Color Balance	\$0.00	\$0.00	
		Sub Total:	\$175.00	
Qty Ordered	Description	Unit Price	Amount	
1	Color	\$85.00	\$85.00	1st
	Special	\$0.00	\$0.00	Add
	8" x 13" Mounted Print	\$0.00	\$0.00	Oth
	Color Balance	\$0.00	\$0.00	
		Sub Total:	\$85.00	

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Phone: 407-851-7880



## Aerial Cartographics of America, Inc.

Digital Mapping - Lamp - Helicopter LiDAR - Mobile LiDAR - Digital Orthophotography - HD Video

## INVOICE

Ship Date 10/20/2014

Ref Job # 2012605.68

Ship By Client Pickup

Sold To:

Wilson & Garber, P.A.

437 North Magnolia Avenue

Ship To:

Wilson & Garber, P.A.

437 North Magnolia Avenue

Orlando, FL 32801

Christy Wilson P: 407-843-4321

F:

Orlando, FL 32801

**Christy Wilson** 

P: 407-843-4321

F:

Order Date	Customer Order	Name		1.000230000	
	oustomer Order	Name	SP	Inv Date	Inv#
10/20/201		2013 Aerials	140	Discovery of the No.	27.0174.01
	1	2010 Actials	KG	10/21/201	190345

Item Total:

\$735.00

Discount:

\$0.00

Sales Tax:

\$47.78

Shipping:

\$0.00

**Grand Total:** 

\$782.78

IC 4782

FC4783

IC4784

JC9185

97.85

97.85

97.84

97.84

JC4791 97.85

JC4852 97.85

FC4540 97.85

IC4844 97.35

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Check Invoice: 190345 2 of 2

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Rd
ORLANDO, FL 32807

ORLANDO, FL 32807 (407)690-5000

RECEIVED ORLANDO, FL

JAN 20 2015

INVOICE 0114

Page 1 of 1

DATE	1/14/2015
ACCOUNT	114
AMT DUE	81.00

WILSON & GARBER 437 NORTH MAGNOLIA AVENUE ORLANDO, FL 32801-1524

WILSON & GARBER, P.A.

Attn: B. Dlane Smith, FRP

Amount Paid

MAKE CHECKS PAYABLE TO THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

CENTRAL	FLORIDA	EXPRESSWAY AUTHORITY	

DESCRIPTION	- Interest of the second of th	AMOUNT
For Public Record Request dated December 17, 2014 Project 429-2030	38	
4.5 hrs @ \$18.00	. <del></del>	81.00
CASE: IC/SU #: APPROVED BY: DATE: PAID DATE: 1/20/15 CHECK #: 18583 AMOUNT: 81.00	Total Amount Due:	81.00
\3.5 <sup>0</sup>		
	PAYABLE UPON RECEIPT	81.00

Please Remit to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Rd
ORLANDO, FL 32807
(407)690-5000

437 North Magnolia Avenue Orlando, Florida 32801-1524

TELEPHONE 407-843-4321 · FACSIMILE 407-423-1505

December 17, 2014

VIA CERTIFIED MAIL, RETURN RECEIPT

Ms. Vicki McElroy,
Document Control Specialist/Contracts Coordinator
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE:

**PIR Request** 

**WEKIVA PARKWAY PROJECT NO. 429-203** 

Dear Ms. McElroy:

Pursuant to Florida Statutes §119.07, I request permission to inspect and to copy the following records of your agency:

Any documents whatsoever that constitute employment agreements or contracts or any modifications thereof between the Central Florida Expressway Authority or the Orlando/Orange County Expressway Authority and any company/individual to provide consulting or expert services related to the Wekiva Parkway Project No. 429-203, including but not limited to letters.

Any and all documents related in any way to any payments made by Shutts & Bowen, LLP, to The Consortium Group, or any other expert or consultant retained by or on behalf the Central Florida Expressway Authority or its predecessor in title the Orlando/Orange County Expressway Authority. These documents are included but not limited to any and all invoices submitted by Shutts & Bowen, LLP.

Pursuant to §119.07(2)(a), if any person who has custody of any public record within the scope of this request asserts an exemption under §119.07(2) or any other general or special law, state the basis of the exemption which that person contends to be applicable, including the statutory citation to the exemption. Further, pursuant to §119.07(2), state in writing and with particularity the reasons for the conclusion that the record is exempt.

Sincerely.

B. Diane Smith, FRP

Paralegal to J. Christy Wilson, III



## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Rd ORLANDO, FL 32807 (407)690-5000 INVOICE 0819

Page 1 of 1

DATE	8/19/2014	
ACCOUNT	0819	
AMT DUE	500.00	

WILSON & GARBER, P.A. 437 N. MAGNOLIA AVE. ORLANDO, FL 32801

Attn: Chrisy Wilson

Amount Paid

MAKE CHECKS PAYABLE TO THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

ORI ANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

ORLANDO ORANGE COUNTY EXPRE		
	DESCRIPTION	AMOUNT
Public Record Request - Appraisals  Breakdown of cost:  20 hrs @ \$25.00	RECEIVED ORLANDO, FL AUG 20 2014	500.00
paid 8/21/14 V#18418 \$500°	WILSON & GARBER, P.A.	
	Total Amount Due:	500.00
	CASE: Chira Cased - de ICANA APPRAIS BY: PAID DATE: CHECK &: AMOUNT:	wally
		62,50 va
	PAYABLE UPON RECEIPT	500.00

Please Remit to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4974 ORL Tower Rd ORLANDO, FL 32807 (407)690-5000

`riangle ▶ Reprographics, Inc.

465833

INVOICENC

85

03/

DATE

PAGE NO.

417 W. Gore Street • Orlando, FL 32806 • (407) 843-1492

OH ALON

CH2M HILL/ORLANDO ATTN.: ACCOUNTS PAYABLE

P. O. BOX 147009

GAINESVILLE, FL 32614-7009

225 E. ROBINSON ST. CH2M HILL/ORLANDO

ORLANDO, FL 32801-4322 w **x** − **a** ⊢ o

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SHIP	03/56/02		11X17 IES:	TTN: TOB#2				
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JOB/P.O. NUMBER	164990.02.E		XCC-11 # ORIG:					
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A 15% handling charge will be made on refarms and exchanges except those due to our error. Special Order supply leans may not be returned. The purchaser agrees to pay All costs of collection including a reasonable attoragy's fee. Past and accommon a reasonable attoragy's fee. Past and accommon a reasonable attoragy's fee. Past accommon

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DEL BY

DORIGINAL INVOICE

TOTAL DUE

DELIVERY CHANGE

29.84

. 00

1.67

.27

27.90

FUEL SURCHANGE

SUB TOTAL

## THE PRESENTATION GROUP

2702 E. Robinson Street Orlando, FL 32803 (407) 894-4760 phone (407) 895-4810 fax

SHIP VIA

Our Driver

QTY

RATE

0.00

2.00 6.50% DATE

6/21/2006

.....

Jeral Tax ID 59-3249956

Wilson, Garber & Small, P.A.

Invoice

**BILL TO** 

RECEIVEN
ORLANDO. FI

JUN 2 3 2000

144335

JOB NO

6-374

**AMOUNT** 

18.00

1.17

WILSON GARBER

Same

SHIP DATE

REP

437 N. Magnolia Avenue Orlando, FL 32801-1524 Attn: Diane Smith  P.O. NO. TERMS	
P.O. NO.	TERMS
Diane Smith	Due On Receipt

Diane Smith		Due Or	Receipt	FL3	6/19/2006
ITEM			DE:	SCRIPTION	
CS	Case Nan	ne/#: Crove	y/4785		
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Graphs, bubbles, charts and more - We can supply the tools to effectively present your case.

Terms are due upon receipt. Past due amounts will be charged 1.5% per month
finance charge. Where collection is required, debtors will pay all collection costs,
torney fees and court costs. Debtor consents to jurisdiction of the courts of
Orange County, Florida.

Total	\$19.17
Payments/Credits	\$0.00
Balance Due	\$19.17

### PRESENTATION GROUP

ORLANDO, FL

2702 E. Robinson Street Orlando, FL 32803 (407) 894-4760 phone (407) 895-4810 fax www.presentationgroup.com

DATE 6/21/2006

INVOICE NO.

144347

Jeral Tax ID 59-3249956

Invoice

JUN 23 2006 WILSON, GARBER & SMALL, P.A.

**BILL TO** 

Wilson, Garber & Small, P.A. 437 N. Magnolia Avenue Orlando, FL 32801-1524 Attn: Alexa Colombo

SHIP TO

Same

P.O. NC	D.	TERMS	REP	SHIP DATE	SH	IIP VIA		JOB NO	
Alexa Colo	mbo	Due On Receipt	FL3	6/20/2006	Oui	r Driver		6-392	
ITEM	DESCRIPTION						RATE	AMOUNT	
CS	Case Name/#: Jack Cravey						0.00	0.00	
COPC1 COPCC1	Color Copies 8.5 x 11-Quantity 1-50 Color Copies 8.5 x 14-Quantity 1-50						1.00 1.00	18.00 9.00	
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in the same					Te	otal	L	\$28.7	

Terms are due upon receipt. Past due amounts will be charged 1.5% per month finance charge. Where collection is required, debtors will pay all collection costs, torney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Payments/Credits \$0.00 **Balance Due** \$28.76



# THE PRESENTATION GROUP LITIBRTION SUPPORT

2707 E. Jefferson Street Orlando, FL 32803 (407) 859-3099 phone (407) 895-4810 fax www.presentationgroup.com

DATE

1/29/2007

eral Tax ID 59-3249956

### Invoice

**BILL TO** 

Wilson, Garber & Small, P.A. 437 N. Magnolia Avenue Orlando, FL 32801-1524 Attn: Alexa Colombo RECEIVED 1

153893

24.00

1.56

P.Q. I	NO	TERMS	REP	SHIP DATE	Sł	HIP VIA		JOB NO
Alexa Co	lombo	Due On Receipt	FL3	1/23/2007	Ou	r Driver		1-459
ITEM		DES	CRIPTION			QTY	RATE	AMOUNT
CS	Case Name/#: Maitland Ext./Multiple						0.00	0.00

CS Case Name/#: Maitland Ext./Multiple

COPCL1 Color Copies 11 x 17-Quantity 1-50
Orange County, FL Sales Tax

12 2.00
6.50%

Cravey ICA78A Craves IC/88 Cravey ICA78S mapo of new Diaz ICA5A0 proposed augment Hall IC 4791 proposed augment Hape ICA783 DIAZ ICA783 DI

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Terms are due upon receipt. Past due amounts will be charged 1.5% per month finance charge. Where collection is required, debtors will pay all collection costs, torney fees and court costs. Debtor consents to jurisdiction of the courts of orange County, Florida.

Total	\$25.56
Payments/Credits	\$0.00

**Balance Due** 

\$25.56



The Presentation Group, Inc. P.O. Box 536934 Orlando, FL 32853-6934

BRARINGS

Ph# 407-859-3099 Accounting Fax# 407-895-4810

DATE 4/7/2008 INVOICE NO. 172242

Federal Tax ID# 59-3249956

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Invoice

**BILL TO** Wilson, Garber & Small, P.A. 437 N. Magnolia Avenue

Orlando, FL 32801-1524 Attn: Alexa Colombo

SHIP TO		
Same		

	P.O. N	ıo.	TERMS	REP	SHIP DATE	SH	HP VIA		JOB NO		
	Alexa Col	exa Colombo Due On Receipt FL3 4/1/2008 O							4-013		
	ITEM		DE	SCRIPTION			QTY	RATE	AMOUNT		
	CS	Case Nam	e/#: Maitland Ext.					0.00	0.00		
	COPCL1		nies 11 x 17-Quantity 1-5 ounty, FL Sales Tax	0			10	2.00 6.50%	20.00 1.30		
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e)	4783	2.67									
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Total Terms are due upon receipt. Past due amounts will be charged 1.5% per month Payments/Credits

inance charge. Where collection is required, debtors will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

\$21.30 \$0.00 **Balance Due** \$21.30



Federal Tax ID 59-3249956

P.O. Box 536934

ORLAND Oclando, FL 32853-6934

(407) 859-3099 phone

NOV 3 () 201 (407) 895-4810 fax

www.presentationgroup.com

### **Delivery Receipt**

Date	Sales Order#
12/2/2015	13001

Bill To:				Ship To:				
J.C. Wilson & Assoc 437 N. Magnolia Avo Orlando, FL 32801-1	enue			Same				
P.O. NO.	TERMS	REP	S	HIP DATE		TIME		JOB#
Barbara Karlsson	Due On Receipt	FL3		12/3/2015		am		1115-202
Item	Descri	ption		Ordered		Rate		Amount
CSI	Case Reference: CFX/Diaz / I	C4540						0.00
IMGBB3 IMGBBC50	Blow Backs - Black & White Blow Backs - Color - 8.5 x 11				2,975 1,249		16 90	476.00 1,124.10
<u>(</u>	Subtotal							1,600.10
Imaging	Return Originals to Client - Documents x_2 flashdrives	IC/S API DA PAI CHI	SU #PRO	VED BY:	) [ A	2		0.00
Data is retained onsite for 30 days after job completion. No archive will be available after 30 days.  Subtotal							\$1,600.10	
						Sales Tax (6	.5%)	\$104.01
Signature Date _						Total		\$1,704.11



Federal Tax ID 59-3249956

P.O. Box 536934 Orlando, FL 32853-6934 (407) 859-3099 phone (407) 895-4810 fax www.presentationgroup.com

### **Delivery Receipt**

Date	Sales Order #
12/4/2015	13023

Bill To:								
	J.C. Wilson & Associates 437 N. Magnolia Avenue Orlando, FL 32801-1524			Same				
		<del></del>						
P.O. NO.	TERMS	REP	S	HIP DATE		TIME		JOB#
Barbara Karlsson	Due On Receipt	FL3		12/7/2015		am		1215-025
Item	Descri	ption		Ordered		Rate	A	Amount
CS COPL3 COPL17LIT COPC3 POPCL2 COPENLC COPDIV COPFOLDL COPDVDC	Case Reference: CFX/Diaz / I-Black & White Copies 8.5 x I Black & White - Litigation Cocolor Copies 8.5 x I I-Quantity Color Copies 11 x 17-Quantity Color - Large Prints/Oversized Redwelds Digital Copy - DVD Copy Subtotal	1-Litigation Level 3 opies 11 x 17 y 250+ y 51-250	OF D	REGEIVED RLANDO, EC 70 2015	1,777 22 326 74 27 23 2 1	0.16 0.22 0.96 2.00 5.00 0.66 3.00 30.00	5 0 0 0 0 0	0.00 284.32 5.50 293.40 148.00 135.00 13.80 6.00 30.00 916.02
Thank you for your business.						Subtotal		\$916.02
						Sales Tax (6.	5%)	\$59.54
jignature	ignature Date _					Total		\$975.56

THIS FORM IS USED ONLY TO ACKNOWLEDGE OUR CLIENT'S RECEIPT OF THEIR PRODUCT. THE INVOICE WILL BE MAILED SEPARATELY.



### RECEIVENVOICE ORLANDO, FL

MAY 28 2014

Invoice # Invoice Date: Due Date: Terms: Customer Code: Natl ID:

L2414050223 05/22/2014 06/21/2014 Net 30 Days L24-WGSM 4069

Ricoh USA, Inc. - Orlando, FL (407) 843-3600

Feder. D: 230334400

SHIP TO:

WILSON, GARBER & SMALL SON & GARBER, P. WILSON, GARBER & SMALL

437 N. MAGNOLIA AVE ORLANDO, FL 32801

437 N. MAGNOLIA AVE ORLANDO, FL 32801

Attn: Barbara Karlsson

Price using: STANDARD Price

Reference / Cas	se # 4540	Reference 2	Reference 2 Reference 3			Account N ERNE	Manager ST MOYER
Sales Order	Order Date	Ordered By	Quantity	Unit Price	Discou	nt	Extension
589 Colo	05/21/2014 V Copies D - Ho or 8.5x11 (Letter imum Order Ha	r) Copies	& GARBER 102.00 43.00 1.00	0.1200 0.8000 103.3600	-10	03.36	12.24 34.40 0.00

CASE:	DIAZ	
IC/SU #:	4540	
APPROVED	BY:	
DATE:	3/28/14	
PAID DATE	5/29/14	
CHECK #:_	18319	
AMOUNT:_	49,681796.80	

Valued Customer:

Due to increases in service costs, effective January 1, 2014 Ricoh reserves the right to charge a minimum fee of \$150 for all document outsourcing orders. This policy will allow us to continue to provide the quality and service you have come to expect from Ricon. We thank you for your business and appreciate your understanding the necessity of this policy.

		_		
Please	Pav	From	This	Invoice

Customer's duly authorized signature below is an agreement that the above-described work, project or deliverable has been received and accepted by Customer and Customer hereby agrees that such work, project or deliverable is complete and satisfactory for all purposes. Customer assures payment of this invoice when due. Interest at the rate of the lesser of 1.5% per month or the maximum rate permitted by law, will be charged on invoices not paid timely. Customer agrees to pay reasonable legal fees incurred in connection of past due accounts.

Taxable Sales:	46.64
Sales Tax:	3.04
Non-Taxable:	0.00
Postage:	0.00
Delivery:	0.00

**PAY THIS AMOUNT** 

49.68

THE PERSON SIGNING THIS INVOICE ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO

Received/Accepted by: {Print}

{Signature}

Date:

Please pay from this copy. The party named on this bill is held responsible for payment.

\$

**Payment From:** 

WILSON, GARBER & SMALL 437 N. MAGNOLIA AVE

ORLANDO, FL 32801

**Amount Enclosed** 

Invoice: L2414050223

Invoice Date: 05/22/2014 Due Date: 06/21/2014 Customer Code: L24-WGSM

natl id: 4069

Please Remit To: Ricoh USA, Inc.

Legal Document Services Southeast District - L24 P O Box 532545

Atlanta, GA 30353-2545

**PAY THIS** 

**AMOUNT** 49.68 Ricoh USA, Inc. - Orlando, FL (407) 843-3600

### INVOICE

RECEIVED

ORLANDO, FL

JUN 19 2014

Invoice # Invoice Date: Due Date: Terms: Customer Code: Natl ID:

L2414060178 06/19/2014 07/19/2014 Net 30 Days L24-WGSM

4069

BILL TO:

Fede. D: 230334400

WILSON, GARBER & SMALLSON & GARBER, P.A. 437 N. MAGNOLIA AVE 437 N. MAGNOLIA AVE

ORLANDO, FL 32801

SHIP TO:

WILSON, GARBER & SMALL

ORLANDO, FL 32801

Attn: Diane Smith

Price using: STANDARD Price Reference / Case # Reference 2 Reference 3 Account Manager House Account Sales Order Order Date Quantity **Unit Price** Extension Ordered By

SO-1406-0160 06/18/2014 Diane Smith - WILSON & GARBER

729 Prints w/o Assembly DVD - Duplication(s) 736

776.00 0.100020.0000 4.00

77.60 80.00

CASE: ICISU #: APPROVED BY: DATE: PAID DATE: CHECK #: AMOUNT:

Valued Customer.

Due to increases in service costs, effective January 1, 2014 Ricoh reserves the right to charge a minimum fee of \$150 for all document outsourcing orders This policy will allow us to continue to provide the quality and service you have come to expect from Ricoh. We thank you for your business and appreciate your understanding the necessity of this policy.

#### Please Pay From This Invoice

Customer's duly authorized signature below is an agreement that the above-described work, project or deliverable has been received and accepted by Customer and Customer hereby agrees that such work, project or deliverable is complete and satisfactory for all purposes. Customer assures payment of this invoice when due. Interest at the rate of the lesser of 1.5% per month or the maximum rate permitted by law, will be charged on invoices not paid timely. Customer agrees to pay reasonable legal fees incurred in connection of past due accounts.

AY THIS \$	167.84	Ļ
Delivery:	0.00	)
Postage:	0.00	)
Non-Taxable:	0.00	)
Sales Tax:	10.24	ŀ
axable Sales:	157.60	)
11 01		

THE PERSON SIGNING THIS INVOICE ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO

Received/Accepted by: {Print} S. MULLE

{Signature}

Date:

20.98 lack

Please pay from this copy. The party named on this bill is held responsible for payment.

**Payment From:** WILSON, GARBER & SMALL 437 N. MAGNOLIA AVE ORLANDO, FL 32801

**Amount Enclosed** 

Invoice: L2414060178 Invoice Date: 06/19/2014

Due Date: 07/19/2014 Customer Code: L24-WGSM

natl id: 4069

Please Remit To: Ricoh USA, Inc. Legal Document Services Southeast District - L24 P O Box 532545

Atlanta, GA 30353-2545

**PAY THIS** 

\$ AMOUNT 167.84

Account: WILSON & GARBER PA, ORLANDO FL (1000308885)

Date Range: April 01, 2014 - April 30, 2014

Report Format: Summary-Account by Client by User by Day

Producte: Westlaw, WestlawNext

Content Families: All Content Families

Database Time

Transactions

Docs/Lines

Connect Time

Standard Charge

Special Pricing Charge

Tax Amount

Total Cha

Account by Client by User by Day

TERMINISTER STATES					
	0.00 USD	050.00.50	DOS DOS DESCRIPTION OF THE PROPERTY OF THE PRO		Report Totals - Industrict
			*		Control of the second s
	3Sn 000	452,000,000	206.00 USD		Totals for Account 1000000888
452.00 USD	0.00 050	452.00 USD	OSH 00 B02	·	Totats for Coret ADMIN
	0.00 USE	452.00 USD	206,00 USD	OHRISTY (4372429)	Totals for User Name WILSON, CHRISTY (4372429)
	0.00 USD	297.85 USD	133,00 USD		Totals for Day 04/29/2014
	02000	2011031000	133,000,050		Todals for Included
					Day 0429/2014
Carling and Control	0.00 USE	160,17 USD	73,00 USD .		Totals for Day 04/14/2014
36017.050	0.00 0.50	08977.001	200189		Totals for included
				Y (473429)	User Name WILSON, CHRISTY (4372429)
					Client ADMIN
					Account: 1000308886

Date	Description	Amount
CC		xmount
02/18/2002	5 Copy Charges	1.00
09/03/2003		1.25
09/18/2003		0.50
03/03/2006	Copy Charges	0.75
04/11/2006		0.50
06/21/2006		0.25
06/27/2006		0.75
10/11/2006	Copy Charges	0.25
01/23/2007	Copy Charges	0.25
11/07/2007	Copy Charges	1.00
11/27/2007	Copy Charges	0.25
04/04/2008	Copy Charges	2.00
06/09/2010	Copy Charges  Copy Charges	0.25
10/26/2010		0.50
07/13/2011	Copy Charges	0.25
06/30/2012	Copy Charges	0.75
	Copy Charges	0.50
11/30/2012	Copy Charges	0.50
06/30/2013	Copy Charges	6.00
11/30/2013	Copy Charges	0.25
04/30/2014	Copy Charges	392.00
05/30/2014	Copy Charges	425.50
06/30/2014	Copy Charges	341.25
07/31/2014	Copy Charges	25.50
8/31/2014	Copy Charges	59.75
09/30/2014	Copy Charges	42.75
10/31/2014	Copy Charges	42.73
11/30/2014	Copy Charges	
12/31/2014	Copy Charges	14.25
01/31/2015	Copy Charges	3.25
03/31/2015	Copy Charges	37.00
04/30/2015	Copy Charges	91.25
05/31/2015	Copy Charges	18.00
06/30/2015	Copy Charges	23.25
07/31/2015	Copy Charges	4.25
08/31/2015	Copy Charges	6.25
09/30/2015	Copy Charges	16.75
10/31/2015	Copy Charges	5.75
11/30/2015	Copy Charges	15.00
11/30/2013	Copy Charges	207.00
	SubTotal CC	\$1,787.50
CLIENT		Ψ1,707.50
06/03/2015	Check # 18717 Dennis R. Klepzig and Jo Ann Klepzig; Disbursement for Final Proceeds for Apportionment Claim Parcel 185	100.00
	SubTotal CLIENT	\$100.00
COURT_REF		
07/03/2014	Check # 18360 Orange Legal, Inc.; Disbursement for Invoice #s 149135 & 149456	46.80 <b>(&gt;</b>
7/28/2014	Check # 18381 Phipps Reporting, Inc.; Disbursement for Invoice #s 11979 11980 11981	374.72 <b>×</b>
1/30/2014	Check # 18385 Orange Legal, Inc.; Disbursement for Invoice #152378	
4/09/2015	Check # 18665 Phipps Reporting, Inc.; Disbursement for Invoice #24996	117.86
5/05/2015	Check # 18691 Phipps Reporting, Inc.; Disbursement for invoice #s 26002 & 26317	103.07
		31.66
	SubTotal COURT_REPORTERS	\$674.11

Date	Description	Amount
OCUMENT	PREP	
/30/2006	Check # 13850 The Presentation Group, Inc.; Disbursement for Inv. #s 144235;143934;144347;144335;144330	6.85
02/15/2007	Check # 14257 The Presentation Group, Inc.; Disbursement for Invoice #153899;154231;154206;153893	3.20
04/24/2008	Check # 14966 The Presentation Group, Inc.; Disbursement for Inv. #s 172242; 172495; 172243	2.66
05/29/2014	Check # 18319 Ricoh USA, Inc.; Disbursement for Invoice #s L2414050150, L2414050222-50227	49.68
06/26/2014	Check # 18350 Ricoh USA, Inc.; Disbursement for Invoice #L2414060178	20.98 <b>X</b>
08/21/2014	Check # 18418 Central Florida Expressway Authority; Disbursement for Invoice #0819	62.50 X
10/23/2014	Check # 18489 Aerial Cartographics of America; Disbursement for Invoice #190345	97.85
01/20/2015	Check # 18583 Central Florida Expressway Authority; Disbursement for Invoice #0114	13.50
	SubTotal DOCUMENT_PREP	\$257.22
EXPERTS		
08/14/2014	Check # 18404 PGA Title, Inc.; Disbursement for File #Harper	56.25
02/12/2015	Check # 18614 Madden Moorhead & Glunt, Inc.; Disbursement for Retainer	400.00
04/09/2015	Check # 18664 Michael T. Rudd, PSM; Disbursement for Project Name: Expert Witness dated 7/23/14	495.11
05/14/2015	Check # 18707 Madden Moorhead & Glunt, Inc.; Disbursement for Partial Payment on 4/27 Statement	1,003.93
	SubTotal EXPERTS	\$1,955.29
FAX		
11/30/2015	Telecopier Charges	8.00
)	SubTotal FAX	\$8.00
FEDERAL_E		0.76 34
09/04/2014	Check # 18433 Federal Express; Disbursement for Invoice #2-760-30039	2.76
	SubTotal FEDERAL_EXPRESS	\$2.76
LONG_DISTA 10/02/2014	ANCE Check # 18467 Global Crossing Conferencing; Disbursement for Invoice #9034794990	4.56
10/02/2011	SubTotal LONG_DISTANCE	\$4.56
MILEAGE		
11/10/2010	Check # 16501 Beth Diane Smith; Disbursement for Reimbursement for travel to Apopka public meeting	2.86
04/04/2013	Check # 17653 Beth Diane Smith; Disbursement for Mileage Reimbursement	3.29
	SubTotal MILEAGE	\$6.15
MISCCOST	CL 1 // 11/70 / CVOM WILL I'I A C D' /D ' h Trival Dama again	29.84
05/07/2002	Check # 11170 to CH2M Hill; disbursement for: Diaz/Reimb Triangle Repro copies	
	SubTotal MISCCOST	\$29.84
ONLINE_RES 05/22/2014	SEARC Check # 18306 West Group Payment Center; Disbursement for	291.83
03/22/2011	SubTotal ONLINE RESEARCH	\$291.83
POS		
02/18/2002	1 Postage	0.57
05/08/2002	1 Postage	0.34
9/03/2003	1 Postage	4.42
09/18/2003	1 Postage	0.37
04/11/2006	Postage Charges	0.39
06/21/2006	Postage Charges	0.63
06/27/2006	Postage Charges	0.63

Date	Description		Amount
POS			
)/11/2006	Postage Charges		0.39
01/23/2007	Postage Charges		0.63
11/07/2007	Postage Charges		0.58
11/27/2007	Postage Charges		1.31
04/04/2008	Postage Charges		0.97
06/09/2010	Postage Charges		0.44
10/26/2010	Postage Charges		0.44
07/13/2011	Postage Charges		0.44
06/30/2012	Postage Charges		0.65
11/30/2012	Postage Charges		0.45
10/31/2013	Postage Charges		6.57
11/30/2013	Postage Charges		0.46
04/30/2014	Postage Charges		85.59
05/30/2014	Postage Charges	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	54.98
06/30/2014	Postage Charges		9.80
07/31/2014	Postage Charges		14.10
08/31/2014	Postage Charges		3.09
09/30/2014	Postage Charges		1.25
10/31/2014	Postage Charges		0.81
02/28/2015	Postage Charges		0.69
03/31/2015	Postage Charges		1.17
05/31/2015	Postage Charges		3.84
06/30/2015	Postage Charges		1.86
7/31/2015	Postage Charges		1.94
08/31/2015	Postage Charges		5.64
09/30/2015	Postage Charges		3.28
11/30/2015	Postage Charges		5.20
		SubTotal POS	\$213.92
REIMBURSI	EMENTS		
09/17/2014	Reimburse Advances		-1,072.08
09/17/2014	Reimburse Costs		-1,448.99
		SubTotal REIMBURSEMENTS	\$-2,521.07
Totals for Case	: IC4540 - Diaz (O/OCEA)	Disbursements:	5,331.18
		Credits:	-2,521.07

Net Balance:

\$2,810.11

1655-6050-7

FedEx Express Shipment Detail By Payor Type (Original)

opped off: Aug 04, 2014 Payor: Shipper

Cust. Ref.: IC 5124 Ref.#3:

Ref.#2:

Fuel Surcharge - FedEx has applied a fuel surcharge of 9.50% to this shipment.

Distance Based Pricing, Zone 8

Automation Tracking ID Service Type Package Type

Zone

**Packages** Rated Weight

Delivered

Svc Area

Signed by

FedEx Use

**USAB** 870909893981

N/A

Α1

FedEx Standard Overnight

FedEx Envelope 08

Aug 05, 2014 09:02

021657458/0000266/\_

**B.WATKINS** 

**Transportation Charge** 

Discount

Fuel Surcharge

**Total Charge** 

<u>Sender</u> **KURT H GARBER** WILSON GARBER & SMALL PA 437 N MAGNOLIA AVE ORLANDO FL 32801-1524 US

Recipient VICKY CORSBY CHASE HOME LINDY 201 N CENTARL AVE 31ST FLR PHOENIX AZ 85004 US

> 33.20 -6.97 12.00 2.49

Dropped off: Aug 14, 2014

Cust. Ref.: Dr. Carr - IC#5124

**Account Number Correction** 

Ref.#2:

USD \$40.72

Payor: Shipper Ref.#3: Fuel Surcharge - FedEx has applied a fuel surcharge of 9.50% to this shipment.

Distance Based Pricing, Zone 8

Automation Tracking ID Service Type Package Type Zone **Packages** 

Rated Weight

770833178606 FedEx Priority Overnight FedEx Envelope

08 N/A

Aug 15, 2014 09:05 Delivered Svc Area **A1** ned by **D.SIRAK** 000000000/0000252/\_ dEx Use

<u>Sender</u> Barbara Karlsson Wilson & Garber, PA 437 N. MAGNOLIA AVENUE

ORLANDO FL 32801 US

**Transportation Charge** Discount **Automation Bonus Discount** 

Fuel Surcharge **Total Charge** 

Recipient Vicky Crosby

Chase Home Lending 201 N. Central Avenue, 31st Fl PHOENIX AZ 85004 US

34.60 -7.27 -1.73 2.43

USD

Dropped off: Aug 21, 2014 Cust. Ref.: Galbreath, IC 5127 Ref.#2: Ref.#3: Payor: Shipper

Fuel Surcharge - FedEx has applied a fuel surcharge of 9.50% to this shipment.

INET

Distance Based Pricing, Zone 2

Tracking ID Service Type Package Type

Automation

770899016252 FedEx Priority Overnight FedEx Envelope

02 7<sub>one</sub> **Packages** 1 Rated Weight N/A Delivered

Svc Area **A5** Signed by **B.SHFAR** FedEx Use

Aug 22, 2014 10:23

000000000/0000186/\_

Sender Barbara Karlsson

Wilson & Garber, PA 437 N. MAGNOLIA AVENUE ORLANDO FL 32801 US

Transportation Charge Fuel Surcharge **Automation Bonus Discount** Discount **Total Charge** 

Recipient

Ms. Michelle Wilkinson County Attorneys Office, Lake 315 W. Main Street TAVARES FL 32778 US

-4.31 USD \$16.60 USD \$85.35

Picked up: Aug 20, 2014 Payor: Recipient

Cust. Ref.: RESOLUTIONS Ref.#3:

Ref.#2:

**Shipper Subtotal** 

Fuel Surcharge - FedEx has applied a fuel surcharge of 9.50% to this shipment.

Distance Based Pricing, Zone 2

Automation Tracking ID

ackages

**USAB** 803571073849

Service Type FedEx Priority Overnight Package Type FedEx Envelope 7one 02

Sender

VICKI MCELROY CENTRAL FLORIDA EXPRESS WAY 4974 ORL TOWER RD ORLANDO FL 32807-1684 US

Recipient DIANE SMITH WILSON GARBER 437 N MAGNOLIA AVE ORLANDO FL 32801 US

Continued on next page



\$28.03

20.50

1.44

-1.03



ed Weight

Delivered

Svc Area

Signed by

FedEx Use

N/A

Α1

.SMITH

023289303/0000186/\_

**Total Charge** 

**Account Number Invoice Number Invoice Date** Page 2-760-30039 1655-6050-7 5 of 5 Aug 26, 2014 Tracking ID: 803571073849 continued Transportation Charge 20.50 Aug 21, 2014 09:41 -4.31 Discount 4.00 Courier Pickup Charge Fuel Surcharge 1.92

> USD \$22.11 **Recipient Subtotal**

USD

\$22.11

USD \$107.46 **Total FedEx Express** 



1025 Eldorado Blvd Broomfield, CO 80021 6210 0010 LV RP 24 09252014 NNNNNY 01 004068 0014 WILSON GARBER & SMALL PA SANDRA HESTER 437 N MAGNOLIA AVENUE ORLANDO FL 32801-1524

 Invoice
 Page 1 of 4

 Billing Account Number
 0204896466

 Invoice Number
 9034794990

 Payment due on or before
 October 24, 2014

 Invoice Date
 September 24, 2014

How to reach Customer Care: Call 1-877-253-8353 Billing@Level3.com

Bill-At-A-Glance	
Previous Balance	241.33
Payments Received - Thank You!	(241.33) CR
Prior Period Adjustments	00.00
Balance	00.0

WILSON & COULT, P.A.

ORLANDO, PL

SEP 23 20%

Global Crossing Telecommunications Inc. is a Level 3 company

ENTERNIS

Total Current Charges 53.69

Total Amount Due USD 53.69

A SPRIONED BY:

ONTE 10/2/14

ONTE 18/4/67

AMOUNT SAM

36.48/8= 4.56 each

# News You Can Use

Please include the Invoice Number with your payment for prompt application to your account. Does your invoice contain more paper than you need? Request a one-page invoice by calling Customer Service at the number above. Customers outside of North America can reach Customer Service by dialing 1-877-253-8353 option 3.





	Page 4 of 4
Billing Account Number	0204896466
Invoice Date	September 24, 2014

Ca	nford	nco	Call	Detail
	mert	HICE	Call	Delali

WIL	GARBER & SMALL PA		Description	Units	Rate	Amount
0	# Ob-i		Ready-Access Bridging	159:00 Min	.10000	15.90
Conferen		(7)	Ready-Access Dial In	159:00 Min	.10000	15.90
30842315	1 SANDRA HESTER		Taxes			4.68
Date	Chairperson Phone		Surcharges		39	.00
SEP 15, 2	•		Conference Total			36.48
-			Conferencing Charges			31.80
Time	B 4773 )		Total Taxes			4.68
05:57 AM	MIN		Total Surcharges			.00
Lines :	Reference		Total WILSON GARBER &			36.48
6	READY ACCESS		SMALL PA			

CONFERENCING CHARGES	31.5	80
TOTAL TAXES	4.	68
TOTAL SURCHARGES	<u>.</u>	00
TOTAL CHARGES	36.	48

### **Sandy Hester**

om:

Diane Smith

Jent:

Thursday, September 11, 2014 4:40 PM

To:

Sandy Hester

Subject:

conference call

Before I forget, we have a conference call set up for Monday at 8:00 a.m. The charge should be divided equally between all the Wekiva cases.

B. Diane Smith, FRP Paralegal to J. Christy Wilson, III 437 North Magnolia Avenue Orlando, Florida 32801 407-843-4321 dsmith@wilsongarber.com

#### CHECK REQUEST

Diane Smith

Date: 11/8/10

Case: O/OCEA cases for Maitland extension

Client: Split equally
4782, 4784, 4785, 4844, 4540, 4791, 4847

File No.: 250 250 255 255

Need by: 11/10

Payable to: Diane Smith # Joba

Amount:
For: Travel to Apopka for public meeting - 40 miles

10/26/10

Check No.

#### CHECK REQUEST

Date: 3/21/13 3.20 3.20

Case: Hall IC 4791; Harper 4783; Cravey 4785, 4784, 4844; Diaz 4540 3.20

Client: See above

File No.: See above

Need by: april 5, 2013

Payable to: Diane Smith

Amount:
For: 35 miles to attend public meeting in Apopka

35 x.565=19.78

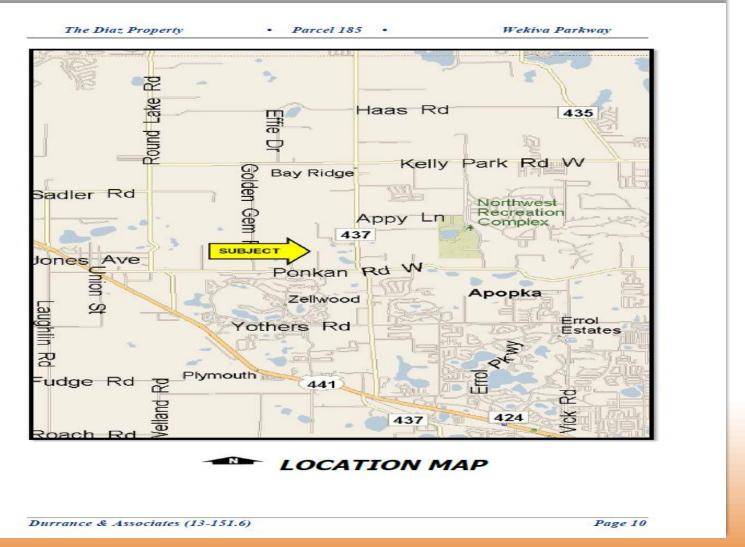
# CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Parcel 185
Proposed Settlement



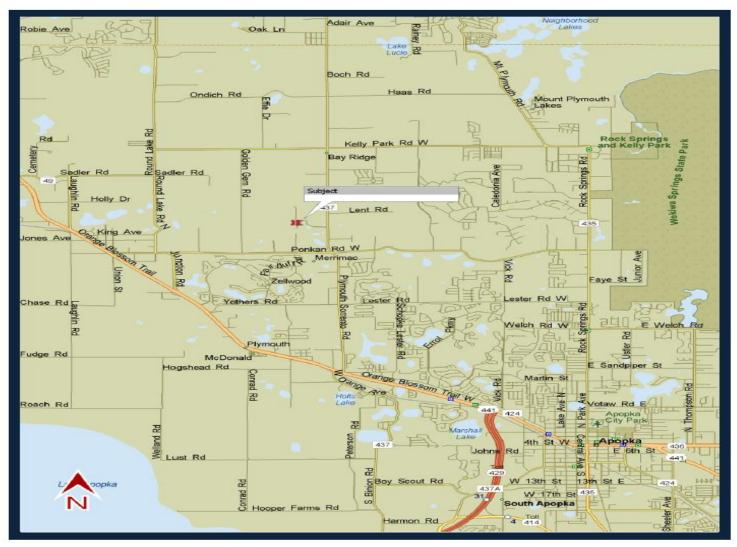
### Subject Property



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

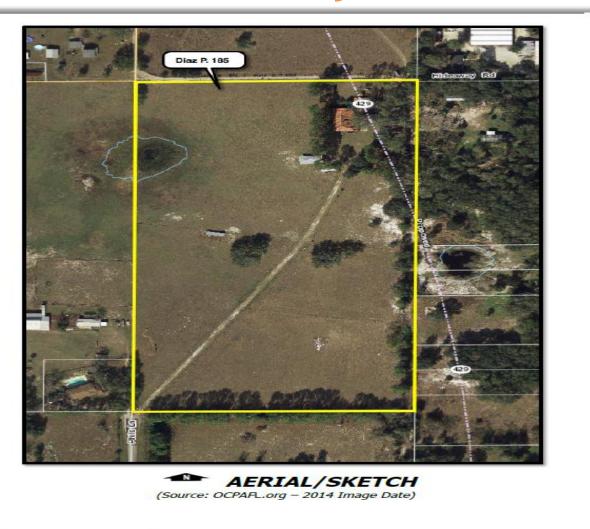


### **Location Map**





### Aerial View of Subject Parent Tract



Durrance & Associates (13-151.6)

Page 11



### Subject Photos



Northeasterly view of the subject residence. (Photo #3)



Northwesterly view of the subject residence. (Photo #2)

### \*\*\* Subject Photos





Northerly aerial view identifying the subject improvements.

Northerly view of the entrance to the property from Phils Lane. (Photo #1)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



### **Appraisal Comparison**

Parcel 185 (Total Take)	CFX (Durrance)	Owners (Dreggors)	
Land (20.34 acres)	@ \$25,000/ac. = \$508,500	@ \$75,000/net ac. = \$1,460,300	
Improvements (home, 2-car garage, 5-car storage area, etc.)	\$241,500	\$265,100	
Total for Land Taken	\$750,000	\$1,750,000	
Expert Fees and Costs		Dreggors       \$32,074         Others       \$47,473         Costs       \$6,051         Total       \$85,598	
Statutory Attorney's Fees		\$270,000	



Parcel 185 (Total Take)	CFX (Durrance)	Owners (Dreggors)	Proposed Settlement*
Total for Land Taken	\$750,000	\$1,750,000	\$1,195,000
Expert Fees and Costs		\$ 85,598	\$ 68,750
Statutory Attorney's Fees		\$ 270,000	\$ 131,250
Total		\$2,105,598	\$1,395,000

<sup>\*</sup>The breakdown is just an estimate



### Recommendation

Please recommend to the Board a settlement in the amount of \$1,395,000 for all compensation arising from the taking of Parcel 185, including severance damages, business damages, interest, attorney's fees expert fees, costs, and any other claim.

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### MEMORANDUM

TO:

Right of Way Committee Members

FROM:

Linda S. Brehmer Lanosa, Deputy General Course Kunda Slavanosa Glenn Pressimone Director of Engineering

Glenn Pressimone, Director of Engineering

DATE:

January 14, 2016

RE:

Central Florida Expressway Authority v. Orlando Beltway Associates, et al.

Case No. 2014-CA-003590-O, Project: 429-203, Parcel 235

Owner: Orlando Beltway Associates

Location: 5401 Effie Drive, Apopka, Florida 32712 Size of Land: Before: 118.094± gross/net acres

Taken:

 $10.643 \pm acres$ 

Western Remainder: 50.937 acres

Eastern Remainder: 56.513 acres

**Mediated Settlement Agreement** 

### LIST OF INDIVIDUALS WITH A BENEFICIAL INTEREST IN ORLANDO BELTWAY ASSOCIATES

Orlando Beltway Associates - Plymouth Sorrento, LLC, is a limited liability company consisting of over 40 different owners. In order to check for conflicts of interest, a list of the individuals with beneficial interest in the company and Parcel 235 is attached hereto as Exhibit A.

#### **INTRODUCTION**

Prior to the taking, Orlando Beltway Associates ("OBA") owned a large tract of property along the west side of Plymouth Sorrento Road and the east side of Effie Road consisting of 118.094 acres. By deposit made on June 6, 2014, the Central Florida Expressway Authority ("CFX") acquired 10.643 acres from OBA and bisected the property into two non-contiguous 50plus acre tracts.

#### SUMMARY OF CFX'S APPRAISAL REPORT

Walter N. Carpenter, Jr., MAI, CRE, was retained by CFX to appraise the property. He concluded that the highest and best use of the parent tract is currently for agricultural/residential use and to hold for future low-density residential development until demand permits. Using the comparable sales approach, Mr. Carpenter considered sales ranging from \$19,826 to \$78,969 per acre and estimated the market value of the parent tract and the part taken at \$60,000 per acre. As of June 6, 2014, Mr. Carpenter estimated the market value for Parcel 235 as follows:

Owner: Orlando Beltway Associates

Page 2 of 5

	AppraisedValue	
Land Taken	\$	638,600
(10.643 acres @ \$60,000/ac)		
Improvements	\$	0
Damages, Eastern Remainder	\$	508,640
(56.513 acres, 15% reduction)		
Damages, Western Remainder	\$	0
(50.937 acres)		
Cost to Cure	\$	0
<b>Total for Parcel 235</b>	\$1	,147,240

With respect to severance damages, the taking bisects the parent tract into two non-contiguous remainders. The eastern remainder will retain its access along Plymouth Sorrento Road, but will be reduced in size to  $56.513\pm$  gross acres and will have a depth of 2,057.51 to 2,091.52 feet between the eastern border along Plymouth Sorrento Road and the limited access right-of-way line of the Wekiva Parkway along its western border. The western remainder will be approximately 50.937 gross acres and will retain the same frontage along Effie Drive as it did before the taking.

Both remainders are within the City of Apopka's Wekiva Parkway Interchange Plan. The eastern remainder is designated as Transitional, which designation includes medium densities in the form of townhouses, apartments, condominiums and offices. The expected density in the Transitional District would accommodate between 5 to 15 dwelling units per acre depending on the location. In contrast, the western remainder is designated as Employment District, which incorporates industrial, large institutional, and office uses.

Based upon the proposed residential uses of the eastern remainder, Mr. Carpenter estimated the eastern remainder would incur severance damages of 15% of the value of the eastern remainder. Mr. Carpenter concluded that the western remainder would not experience severance damages because the uses would have a higher density and include mixed-used development, such as office and light industrial commercial, which uses would not be impacted by the proximity of the expressway.

### SUMMARY OF THE OWNERS' APPRAISAL REPORT, EXPERT FEES, ATTORNEY'S FEES AND COSTS

Mr. Dreggors was retained by OBA to appraise the property. The property is currently zoned RCE-2 (Rural Country Estate 2 District) and ZIP (Zoning in Progress) with a future land use of Rural/Agricultural. Mr. Dreggors noted that the property was annexed into the City of Apopka and is located within the City of Apopka's Wekiva Parkway Interchange Study Area

Owner: Orlando Beltway Associates

Page 3 of 5

within the Employment, Transition and Neighborhood Districts. The Employment District has a maximum density of up to 7.5 units per acre. The Transitional Area has a maximum density of up to 15 units per acre. The Neighborhood District has a maximum density of up to 5 units per acre. Mr. Dreggors concludes that the highest and best use of the property as vacant would be for residential development.

According to Mr. Dreggors, the comparable sales range in price from roughly \$75,000 to \$160,000. Mr. Dreggors estimated the value of the land at \$80,000 per acre for a value of the parent tract of \$9,446,400. He estimated the value of Parcel 235 to be **\$5,700,100**, based upon the sum of the following:

	A	ppraised
	=	Value
Land Taken	\$	851,400
(10.643 acres @ \$80,000/ac)		
Improvements	\$	0
Damages, Eastern Remainder	\$2	2,034,400
(56.51 acres, 45% reduction)		
Damages, Western Remainder	\$2	2,814,300
(50.937 acres, valued at \$24,750,		
45% reduction)		
Cost to Cure	\$	0
<b>Total for Parcel 235</b>	\$5	5,700,100

Regarding severance damages, Mr. Dreggors concludes that there are negative impacts due to the taking, including the bisection of the property, inferior access, increased development costs, and proximity damages. The eastern remainder is now adjacent to an elevated expressway that will be 15 feet to 30 feet above the west side of the eastern remainder. The downward slope towards the east will exacerbate the height of the elevated expressway. The eastern remainder will have higher development costs on an overall basis. Mr. Dreggors concludes that there is a 45% reduction in value for the eastern remainder, thereby decreasing the value from \$80,000 to \$44,000 per acre.

Similarly, the western remainder is now adjacent to an elevated expressway that will be 4.5 feet to 17.5 feet above the elevation of the remainder. According to OBA, access to the western remainder has diminished. Before the taking, the western remainder had access from both Plymouth Sorrento Road and Effie Road. Now, the western remainder only has access from Effie Road. According to Mr. Dreggors, the diminished access of the western remainder after the taking limits the use of the western remainder to rural residential or agricultural uses. William E. Tipton, Jr., estimated the cost to improve Effie Drive at approximately \$478,500. He indicated that the storm water retention area would need to be located at the existing low point,

Owner: Orlando Beltway Associates

Page 4 of 5

which is approximately 500 feet south of the western remainder on a parcel of land not owned or controlled by OBA.

Consequently, Mr. Dreggors concludes that the western remainder has a highest and best use that will be limited to rural residential and suffer increased development costs. Mr. Dreggors then valued the western remainder with comparable sales ranging from \$39,000 to \$50,000, and estimated the value to be \$45,000 per acre. In addition to the lower per acre value of the western remainder, Mr. Dreggors added severance damages to the western remainder of 45%, resulting in a value of \$24,750 per acre.

#### **ANALYSIS**

The biggest issue in this case involved severance damages. Regarding the eastern remainder, Mr. Carpenter estimated severance damages at 15% or \$508,640 based upon \$60,000 per acre; whereas, Mr. Dreggors estimated severance damages at 45% or \$2,034,400 based upon \$80,000 per acre for the 56.51-acre remainder. Regarding the western remainder, Mr. Carpenter concluded there were no severance damages; whereas, Mr. Dreggors not only estimated severance damages to be 45% of the value of the 50.937-acre remainder, but also reduced the value of the land from \$80,000 per acre to \$45,000 per acre by finding that the highest and best use would be less intense in the after due to the more limited access from Effie Road. Mr. Dreggors estimated the severance damages to be \$2,814,300. The credibility of the experts and reasonableness of their opinions are issues of fact for the jury to decide, rather than questions of law.

In addition to full compensation to the owner for the property taken, CFX is liable for the owner's attorney's fees, expert fees, and costs. Pursuant to section 73.092 of the Florida Statutes, the owners' attorney's fee is based on 33% of any benefit up to \$250,000, plus 25% of any portion of the benefit between \$250,000 and \$1 million, plus 20% of any portion of the benefit exceeding \$1 million. With a first offer of \$1,147,240, and using OBA's estimate of value, the maximum monetary benefit is \$4,552,860, representing an attorney's fee award of \$82,500 plus \$187,500 plus \$710,572, for a total statutory attorney fee award of \$980,572, assuming the worst case scenario for CFX.

Regarding expert fees, OBA indicated that it had incurred expert fees and costs in the amount of \$50,000. CFX has received the following invoices:

Calhoun Dreggors & Associates	\$31,906
Tipton Associates Inc.	\$ 5,404
VHB (Jim Hall)	\$14,247
Total	\$51,557

In contrast, Pinel & Carpenter received approximately \$13,119 and the review appraiser billed approximately \$8,478.

Owner: Orlando Beltway Associates

Page 5 of 5

At the mediation on December 11, 2015, the parties reached a tentative mediated settlement agreement, subject to the approval of the Right of Way Committee on the CFX Board. Although the proposed settlement is not broken into components, a settlement in the amount of \$2,765,000 roughly represents full compensation to the owner of \$2.4 million, plus statutory attorney's fees of \$321,000, plus expert fees in the amount of \$45,000. Given that the total exposure to CFX in this case is approaching \$7 million, if not beyond depending on the ultimate trial positions and the cost of a trial, a resolution of roughly 40% of the amount demanded by the property owner is reasonable and prudent.

#### **REQUEST**

We request the Committee's recommendation for Board approval of a settlement in the amount of \$2,765,000, including severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim, subject to apportionment, if any.

#### **ATTACHMENTS**

Attached are copies of the following:

- A. List of the Individuals with a Beneficial Interest in Orlando Beltway or Parcel 235.
- B. Aerial of the Subject Property
- C. Construction Plans
- D. Mediated Settlement Agreement
- E. Invoices from the Owner's Experts

ROW Memo - LBL p235 Mediated Settlment v2.docx

#### PUBLIC DISCLOSURE AFFIDAVIT OF INTERESTS IN REAL PROPERTY

TO:

JOSEPH A. BERENIS, Deputy Executive Director

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and

corporate and an agency of the state, under the laws of the State of Florida

FROM:

ORLANDO BELTWAY ASSOCIATES - PLYMOUTH SORRENTO, LLC

SUBJECT:

Parcel 235 as more particularly described on EXHIBIT "A" attached to this

Disclosure (the "Property")

Please be advised that the undersigned, after diligent search and inquiry, 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 June 6, 2014 is as follows:

Name	Address	Percentage of Ownership
Mukesh B. Amin	671 E. Lehigh Dr. Deltona FL 32738	0.9900%
Jane F. Beougher	331 Pickering Court Longwood FL 32779-4524	1.9800%
James R. Brake & Fay C. Brake	1148 Royal Gardens Circle Lake Mary, FL 32746-1417	1.9800%
Patricia B. Burgoon	11 Dove Plum Road Vero Beach Fl. 32963	11.8800%
Richard R. Burgoon, Trustee	11 Dove Plum Road Vero Beach FL 32963	1.9800%
Preston W. & Carmen R. Colona	1125 Hall Lane Orlando FL 32809	5.9400%
W T Cox Jr. Martial Trust	PO Box 531002 Orlando, FL 32835	9.9000%
Thomas M. & Mary A. Dutko	214 Doverwood Road Fern Park FL 32730	0.9900%
Herman J. & Brenda C. Edwards	4513 Rock Hill Loop Apopka FL 32712-4798	0.9900%
NTC & Co/David C. Holder	PO Box 173859 Denver CO 80217-3859	1.9800%
Richard Ericson & Nancy J. Erlcson	6664 Woodview Court Downers Grove, IL 60516	1.9800%
Richard E. Hanna, Trustee	5445 Lake Jessamine Drive Orlando FL 32809	1.9800%



James W. Heavener	3300 University Blvd. Winter Park FL 32792	10.8900%
Sandra L. Robertson	136 N. Atlas Drive Apopka FL 32703	0.4950%
Grace M. Stephenson	473 Arrowmount Place Lake Mary FL 32746	0.4950%
Charles E. Hulbert	23332 Oak Prairie Circle Sorrento FL 32776	0.4950%
James L. Hulbert	2270 Coldstream Drive Winter Park FL 32792	0.4950%
James A. Lee & Alene M. Lee	650 Main Street Altamonte Springs FL 32701	1.9800%
Myra Lee Revocable Trust	54 Country Club Road Cocoa Beach FL 32931	1.9800%
David W. & Sharon I. Manning	241 Carolyn Drive Oviedo FL 32765-9217	1.9800%
Bruce D. & Nancy McAllister	1400 Green Cove Road Winter Park FL 32789	9.9000%
Louis C. Murray, Jr.	1123 Salerno Court Orlando, FL 32806	0.3300%
John V. Murray	1129 Old Eustis Road Mount Dora, FL 32757	0.3300%
Thomas J. Murray	1207 Sweetbriar Road Orlando, FL 32806	0.3300%
Josephine E. Swisher	1106 Cheetah Traił Winter Springs, FL 32708	0.3300%
Mary R. Santucci	74A Meadow Hills Road Barrington Hills, Illinois 60010	0.3300%
Stephen B. Murray	5800 Westmont Drive Plano, Texas 75093	0.3300%
Gaylin L. Olson	Box 357956 Gainesville, FL 32635	1.9800%
Prashant & Jaimini K. Patel	214 SW Palm Cove Drive Palm City FL 34990-4341	0.9900%
Peter V. Piacenti, Trustee	3050 Dee Street Apopka, FL 32703	1.9800%
Samuel H. Pinder, Jr.	160 N. Lake Triplet Lake Drive Casselberry FL 32707	1.9800%

NTC & CO/Wayne I Anderson	PO Box 1151 Apopka FL 32704-1151	1.9800%
Joseph F. Bert	1111 Douglas Avenue Altamonte Springs FL 32714	0.9900%
Charles J. Mitchell, Jr.	165 Spring Chase Circle Altamonte Springs FL 32714	3.9500%
David & Olena Pierce, Trustees	15227 Thoroughbred Lane Montverde FL 34756	1.0000%
NTC & CO/Joan H. Nohava	PO Box 173859 Denver CO 80217-3859	1.9800%
Donald C. Warzocha	2551 Sweetwater Country Club Drive Apopka, FL 32712	0.9900%
Evelyn J. Rider, Trustee	19020 Lake Swatara Drive Eustis FL 32736	1.9800%
Margaret B. Simonds, Trustee	649 Balmoral Road Winter Park FL 32789	1.9800%
Gracia M. Smith	1140 S. Orlando Avenue #J-8 Maitland, FL 32751	1.9800%
James H. & Rebecca A. Wade	5119 Mt. Plymouth Road Apopka FL 32712	1.9800%
James W. Heavener	3300 University Blvd. Winter Park FL 32792	0.5000%
Patrick M. Morley	342 Ololu Drive Winter Park FL 32789	0.500%

(Please see attached sheet for additional names, addresses and percentage of ownership.)

I swear and affirm that the information furnished in this Disclosure is accurate as of the date of the date first written above, and I agree to promptly disclose any changes in the information contained in this Disclosure, 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 (2014), in connection with a conveyance of the Property to the Central Florida Expressway Authority.

## [SIGNATURE AND NOTARY ON NEXT PAGE]

ORLANDO BELTWAY ASSOCIATES -PLYMOUTH SORRENTO, LLC

Date:

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before	e m	e this	5	_ da	y of
AUGUST, 2014, by Patrick Markey	, 8	as Man	pripa	mon	Sol
IOI WELANDO BELIWAY ASSOCIATES -PLYMOUTH	SOF	RENT	O, LA	C, wh	no is
personally known to me or has produced	as	identifi	ication	and	who
did/did not take an oath.					

(Signature of Notary Public)

(Typed name of Notary Public) Notary Public, State of Florida

Commission No.: EE036717

My commission expires: 10-24-2014

ORLDOCS 13548555 1

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly A. Massari
Commission # EE036717
Expires: OCT. 24, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY WEKIVA PARKWAY - PROJECT NO. 429-203 LIMITED ACCESS RIGHT OF WAY ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1/2" IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°09'5" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1325.55 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°46'43" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 2087.51 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°46'43" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 450.01 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2197.83 FEET, A CHORD DISTANCE OF 247.02 FEET AND A CHORD BEARING OF NORTH 06°51'52" EAST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°26'35", A DISTANCE OF 247.15 FEET TO THE POINT OF TANGENCY; THENCE NORTH 03°38'35" EAST, A DISTANCE OF 342.19 FEET; THENCE NORTH 00°21'25" WEST, A DISTANCE OF 342.19 FEET; THENCE NORTH 00°21'25" WEST, A DISTANCE OF 344.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1632.00 FEET, A CHORD DISTANCE OF 244.12 FEET AND A CHORD BEARING OF NORTH 01°58'26" WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°34'43", A DISTANCE OF 244.35 FEET; THENCE DEPARTING SAID CURVE RUN NORTH 89°11'19" EAST, A DISTANCE OF 1634 FEET; THENCE NORTH 00°48'41" WEST, A DISTANCE OF 39.94 FEET; THENCE NORTH 89°12'07" EAST, A DISTANCE OF 39.94 FEET; THENCE NORTH 89°12'07" EAST, A DISTANCE OF 39.94 FEET; THENCE NORTH 89°12'07" EAST, A DISTANCE OF 39.94 FEET; THENCE NORTH 89°12'07" EAST, A DISTANCE OF 7173.05 FEET AND A CHORD BEARING OF SOUTH 01°08'44" WEST, A DISTANCE OF 173.05 FEET AND A CHORD BEARING OF SOUTH 01°08'44" WEST, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'18", A DISTANCE OF 173.05 FEET TO THE POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2750.79 FEET TO A POINT ON A CURVE CONCAVE EASTERLY,

### CONTAINING 10.643 ACRES, MORE OR LESS

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

NOTE: THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2770601 DATED 07/03/2012

CH = CHORD LI COR = CORNER (C) = CALCULAT D.0. = DEED BOO ESIST = EASEMEN EXIST. = EXISTING FND. = FOUND	CORNER RECORD ENGTH  PED DISTANCE  OK  T  POWER CORPORATION	ID. SOURTPACATION  I.R. IRON ADD  I. ARC LENGTH  I.A. UNITED ACCESS  I.B. UCCRSCE SURVEY BUSINESS  I.T. LEFT  NO. MUMBER  O.R.B. OFFICIAL RECORDS BOOK  P.C. POINT OF CURVATURE  POLIPOS. PAGES  PAGES PAGES	P.I. POINT OF INTERSECTION SEC. P.O.B. POINT OF BEGINNING TITE P.O.C. POINT OF COMMENCEMENT PROJ. PROJECT P.T. POSHT OF TANGENCY P.T. POSHT OF TANGENCY R. RADNIS R.B.M. ROAD BOND MAP AT RIGHT RW RIGHT OF WAY	RADIAL SECTION TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITH PROFERTY UNE SAME PROPERTY OWNER DELTA ICENTERAL ANGLE) CHANGE IN DRECTION LIMITED ACCESS RAW UNE RWY LIME
DATE DRAWN BY CHECKED BY	MADLEINS S,WARE	CENTWICATION OF AUTHORIZATION No. 18 1211	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 235
BSA PROJECT NO.	\$All-li	BOWYER	S.R. 429 (WEKIVA PARKWAY)	233
		SINGHEIGH	ORLANDO-ORANGE COUNTY	SCALE: NA
SOUTH LINE, HORTH 1/2, SE 1/4, SEC.12	H.ROLLINS 1/03/2014	#20 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	ORANGE COUNTY, FLORIDA	SHEET 1 OF 3

LECEND & ARRESTIATIONS

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 12-20-27, BEING N89°12'36"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT. 365.93'(C) S00°0111"W 14' FPC ESMT PER O.R.B.1707, PG.947 IN WELL BOX N89°12'36"E N89°11'19"E -283.66'(C) NORTH LINE, — SE 1/4, SEC. 12 N89°12'07"E 387.68'(C) 240.00'(C) N89°11'19"E -2091.52'(C) N89°12'07"E N00°48'41"W —39.94'(C) CONTINUATIO 500°48'41"E 110.00'(C) 1/4, (C) N89°11'19"E --- 16,34'(C) S N06°15'48"W -245.47'(C) CURVE C1 Δ= 06°26'35"(LT) 1325. LINE, I L= 247.15'(C) R= 2197.83'(C) CH= 247.02'(C) C.R.437 -(PLYMOUTH-WEST LI SE 1/4, SORRENTO ROAD) CB= N06°51'52"E 10,643 ACRES± Q CURVE C2 A= 08°34'43"(RT) L= 244.35'(C) R= 1632.00'(C) CH= 244.12'(C) CB= N01°58'26"W 1171,39 **EAST** ίŊ 797.27'(C **PARENT** Ę R/W LINE 28 CURVE C3 \$\Delta = 03\cdot 00'18\cdot (LT)\$ \$L = 173.07'(C)\$ \$R = 3300.00'(C)\$ \$CH = 173.05'(C)\$ \$CB = 501\cdot 08'44\cdot W\$ 궫 R/W FOR N00°21'25"W 75.40'(C) -RANGE 500°21'25"E RANGI W"72'60°00S N03°38'35"E 342.19'(C) m SHEET CURVE C4 \$\Delta = 04\circ 32'18"(LT)\$ \$L= 217.89'(C)\$ \$R= 2750.79'(C)\$ \$CH= 217.84'(C)\$ \$CB= 507\circ 45'07"E SECTION 12, TOWNSHIP 20 SOUTH 588°46'43"W - 173.29'(C) SOUTH LINE, NORTH 1/2, SE 1/4, SEC. 12 107,451 **ACRES±** 588°46'43"W 30.01'(C) -SCALE: 1" = 200' P.O.B. 100 200 - 2057.50'(C) S88°46'43"W 1303.77'(C)<sup>1</sup> S89°33'08"W 450.01'(C) 588°46'43"W **PROJECT NO. 429-203** NOVEMBER 18, 2013 CERTIFICATION OF AUTHORIZATION No. LW 1221 SKETCH OF DESCRIPTION. PARCEL MAQUEINS THIS IS NOT A BOUNDARY SURVEY, S.WARE 235 BSA PROJECT NO. FA11-// BOWYER S.R. 429 (WEKIVA PARKWAY) SINGLETON **ORLANDO-ORANGE COUNTY** SCALE: 1'=200' 520 SOUTH MAGNOLIA AVENUE ORLANDO, PLORIDA 32801 (407) 843-5120 FAX 4D7-649-8664 **EXPRESSWAY AUTHORITY** SOUTH UNE, NORTH 1/2, SE 1/4, SEC.12 MACHINS **ORANGE COUNTY, FLORIDA** SHEET 2 OF 3

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 12-20-27, BEING N89°12'36"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT. SCALE: 1'' = 200'200 100 968.99'(C) N89°17'11"E 240.00'(C) N89°11'19"E 107.451 ACRES± CONTINUED FROM SHEET 2 N00°62'53"W S89°33'08"W 1303... SAUTHORIZATION NO. 1121 SKETCH OF DESCRIPTION OF MOTION AND AUTHORIZATION NO. 11211 SKETCH OF DESCRIPTION OF MOTION AND AUTHORIZATION NO. 11211 SKETCH OF DESCRIPTION OF MOTION AND AUTHORIZATION NO. 11211 SKETCH OF DESCRIPTION OF MOTION AND AUTHORIZATION NO. 11211 SKETCH OF DESCRIPTION OF MOTION AND AUTHORIZATION NO. 11211 SKETCH OF DESCRIPTION OF MOTION AND AUTHORIZATION NO. 11211 SKETCH OF DESCRIPTION OF MOTION **PROJECT NO. 429-203** SKETCH OF DESCRIPTION. **PARCEL** THIS IS NOT A BOUNDARY SURVEY. 235 S.R. 429 (WEKIVA PARKWAY) SCALE: 1"#200' SINGLETON ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY SHEET 3 OF 3 ORANGE COUNTY, FLORIDA

PARCEL NO.: PARCEL 235

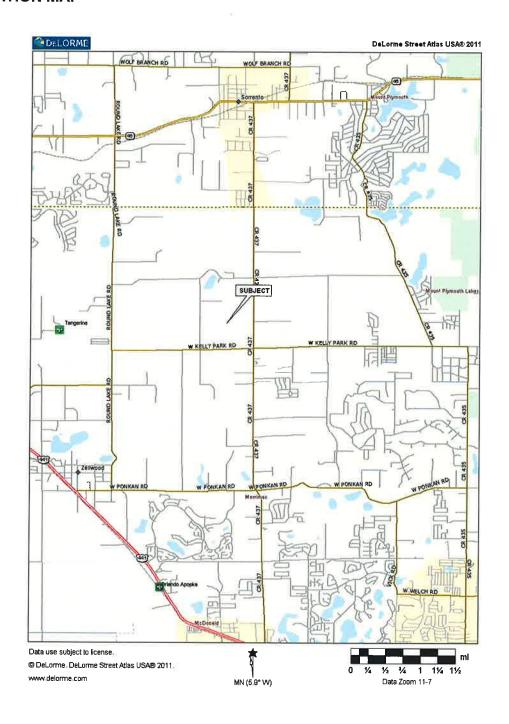
OWNER:

ORLANDO BELTWAY ASSOCIATES

PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203

CITY/COUNTY: ORANGE

## **LOCATION MAP**



PARCEL NO.: PARCEL 235

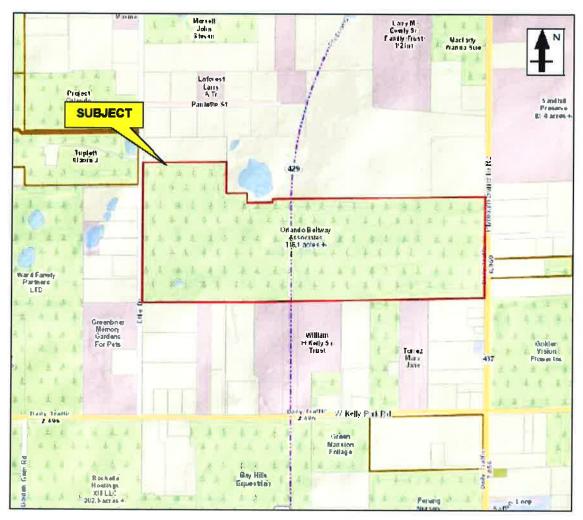
OWNER:

ORLANDO BELTWAY ASSOCIATES

PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203

CITY/COUNTY: ORANGE

### TAX MAP



Approximate Representation Source: Orange County Property Appraiser PARCEL NO.: PARCEL 235

OWNER: ORLANDO BELTWAY ASSOCIATES

PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203

CITY/COUNTY: ORANGE

### **AERIAL PHOTOGRAPH**



Approximate Representation Source: Orange County Property Appraiser

# **AERIAL PHOTOGRAPH**



# EXHIBIT C

# **PROPERTY SKETCH**

# Parcel No. 235 Wekiva Parkway Extension Project Orange County



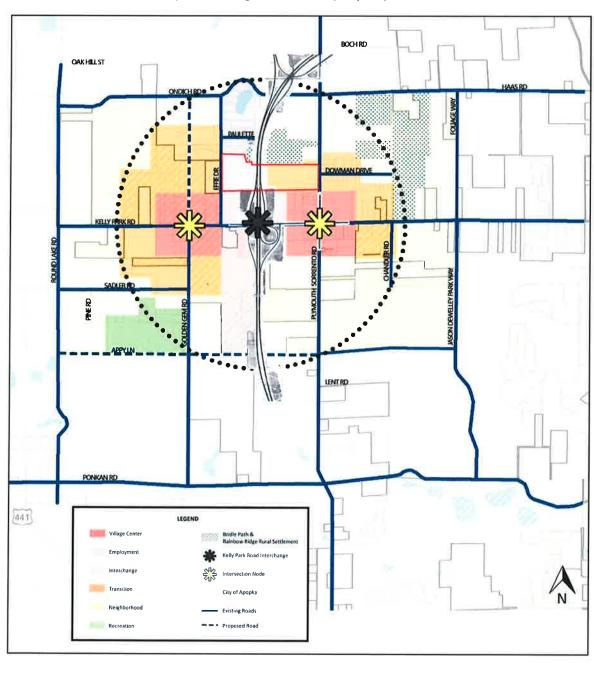


Figure 9: Wekiva Parkway Interchange Vision Plan (Map 15)

# IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

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

CASE NO: 2014-CA-003590-O

**Subdivision 39** 

Parcel 235

Petitioner,

VS.

ORLANDO BELTWAY ASSOCIATES-PLYMOUTH SORRENTO, LLC, et al,

Respondents.

# MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on December 11, 2015, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondent, **ORLANDO BELTWAY ASSOCIATES-PLYMOUTH SORRENTO**, **LLC**, ("Respondent") the sum of Two Million Seven Hundred Sixty-Five Thousands Dollars (\$2,765,000), in full settlement of all claims for compensation from Petitioner resulting from the taking of Parcel 235, including severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim, subject to apportionment, if any.

2. Petitioner is entitled to a credit in the amount of One Million One Hundred Forty-Seven Thousand Two Hundred Forty Dollars (\$1,147,240), which sum was

previously deposited in the Registry of the Court in this case by Petitioner.

3. Petitioner will pay Respondent the balance due of One Million Six Hundred Seventeen Thousand Seven Hundred Sixty Dollars (\$1,617,760), within twenty (20) days of the actual date of receipt by Petitioner's counsel of a conformed copy of the aforesaid Stipulated Final Judgment from the Court.

4. This Agreement is contingent upon the delivery of signed expert reports and the approval of the Central Florida Expressway Authority ("CFX") Right of Way ("ROW") Committee and the CFX Board of Directors.

5. Counsel for Petitioner and Respondent will jointly submit to the Court for signature a mutually approved Stipulated Final Judgment in this matter as soon as practicable after the approval of this mediated settlement agreement by the CFX Board.

6. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 235, such as severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any



other claim.	
7 This Agreement, dated	December 11, 2015, gontain(s), all the
Glenn Rressimone, Director, for Central Florida Expressway Authority	Charles J. Mitchell, Jr., for Owner Orlando Beltway Associates – Plymouth
Sinda Blanosa, Esq. for	Sorrento, LC  Kurl Bauerle, Esq., for
Central Florida Expressway Authority	Owner
Celeste F. Adorno, Esquire, Mediator	

# Calhoun, Dreggors & Associates, Inc.

Real Estate Appraisers & Consultants

December 9, 2015

Kurt T. Bauerle, Esq. c/o Harris Harris Bauerle Ziegler Lopez 1201 East Robinson Street Orlando, FL 32801

RE:

Owner:

**Orlando Beltway Associates** 

Project:

**Wekiva Parkway** 

Parcel No.: 235 County:

Orange

#### INVOICE

Review subject information, meetings with owners and land planner, review CFX report, land sales research/analysis, review land sales, meetings with owners' representative, damage analysis of remainders, conferences with owner's representative, review land planning report, conference with engineer, review/write appraisal report, review appraisals of nearby parcels.

LaBarre:

5.50 Hrs. x \$150/Hr. =

\$ 825

Abrams:

87.25 Hrs. x \$175/Hr. =

15,269

Dreggors:

57.50 Hrs. x \$275/Hr. =

15,812

Total

\$31,906

Thank you,

Richard C. Dreggors, GAA President

RCD/ddp



OWNER PROJECT PARCEL(S) COUNTY	ORLANDO BELTWAY ASSOC. WEKIVA PARKWAY 235 ORANGE	KIMBERLY LABARRE
DATE	TYPE OF SERVICE	HOURS
12/02/15	PREPARING SALE WRITE-UPS AND EXIVERIFYING LAND SALES.	HIBITS; <u>5.50</u>
	TOTAL HOURS	5.50

OWNER	ORLANDO BELTWAY ASSOC.	COURTNEY ABRAMS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	235	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
12/15/14	REVIEW OF FILE AND CONDEMNOR APPRAISAL; ANALYSIS OF SUBJECT INFORMATION AND SALES.	3.50
12/17/14	MEETING WITH RICK TO DISCUSS FILE AND ISSUES CONCERNING SUBJECT PROPERTY AND EXPERTS NEEDED TO COMPLETE ANALYSIS.	1.00
12/18/14	UPDATE SALES RESEARCH/ANALYSIS OF SALES.	5.25
01/19/15	PREPARE FOR MEETING WITH EXPERTS.	1.75
01/21/15	RESEARCH SUBJECT DOCUMENTS/MAPS; SALES ANALYSIS.	6.75
01/22/15	PREPARED EXHIBITS FOR REPORT; ASSIST WITH APPRAISAL.	5.50
01/23/15	ANALYSIS OF SALES; ASSIST WITH APPRAISAL.	5.75
02/04/15	REVIEW OF ENGINEERING REPORT.	0.75
02/09/15	ANALYSIS OF SALES.	4.25
02/11/15	PREPARE FOR MEETING WITH EXPERTS AND OWNER.	2.75
02/12/15	MEETING WITH RICK TO REVIEW UPCOMING MEETING WITH EXPERTS; PREPARE DOCUMENTS/EXHIBITS FOR MEETING.	4.25
02/13/15	ATTEND MEETING WITH EXPERTS AND OWNERS.	2.75
02/17/15	MEETING WITH RICK TO REVIEW OUR PRELIMINARY ANALYSIS.	1.25
03/10/15	MEETING WITH RICK TO REVIEW OUR DATA.	0.50
06/17/15	ASSISTED WITH APPRAISAL; REVIEW OF LAND PLANNING REPORT; REVIEW WITH RICK.	3.50
06/25/15	MEETING WITH RICK TO REVIEW DAMAGES; ASSIST WITH APPRAISAL.	5.75
06/26/15	INSPECTED SUBJECT PROPERTY; CONFERENCE CALL WITH ENGINEER.	3.00
06/27/15	ASSISTED WITH APPRAISAL.	3.50
06/29/15	ASSISTED WITH APPRAISAL.	2.75

OWNER PROJECT PARCEL(S) COUNTY	ORLANDO BELTWAY ASSOC. WEKIVA PARKWAY 235 ORANGE	COURTNEY ABRAMS
DATE	TVDE OF SERVICE	HOURS

DATE	TYPE OF SERVICE	HOURS
07/02/15	REVIEW OF LAND PLANNING REPORT; ASSISTED WITH APPRAISAL.	6.50
07/09/15	CONFERENCE CALL WITH LAND PLANNER; ANALYSIS OF DAMAGES.	3.75
07/20/15	MEETING WITH OWNER'S REPRESENTATIVE; DISCUSS IMPACTS TO THE REMAINDER.	1.00
08/25/15	PREPARE FOR AND CONFERENCE CALL WITH ENGINEER.	0.25
08/31/15	PREPARE FOR AND CONFERENCE CALL WITH LAND PLANNER.	0.50
09/10/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	0.75
12/01/15	CONFERENCE CALL WITH EXPERTS; MEETING WITH RICK TO DISCUSS DAMAGES.	1.50
12/02/15	PROOFREAD APPRAISAL; WORK ON SALE WRITE- UPS/EXHIBITS; PREPARE ADDENDA; VERIFY SALES; MEETING WITH RICK TO DISCUSS SALES AND DAMAGES.	6.75
12/08/15	PREPARE EXHIBIT FOR OWNER'S REPRESENTATIVE FOR MEDIATION; REVIEW WITH RICK.	1.75
	TOTAL HOURS	87.25

OWNER ORLANDO BELTWAY ASSOC. RICHARD C. DREGGORS, GAA

PROJECT WEKIVA PARKWAY
PARCEL(S) 235
COUNTY ORANGE

DATE	TYPE OF SERVICE	HOURS
06/20/13	REVIEW INFORMATION ON SUBJECT PROPERTY.	0.75
08/23/13	REVIEW DOCUMENTS IN FILE; PREPARE FOR MEETING WITH OWNERS; MEETING WITH OWNER AND LAND PLANNER.	2.25
03/18/14	REVIEW O/OCEA REPORT	3.25
03/28/14	ASSIST WITH LAND SALES RESEARCH; REVIEW LAND SALES.	2.25
04/01/14	REVIEW SALES; PREPARE FOR MEETING WITH OWNERS AND LAND PLANNER TO REVIEW O/OCEA APPRAISAL, SALES DATA AND IMPACTS TO REMAINDER.	1.75
04/02/14	PREPARE FOR AND MEET WITH OWNERS, LAND PLANNER AND OWNER'S REPRESENTATIVE; REVIEW OUR INITIAL RESEARCH, IMPACTS TO REMAINDER AND SCOPE OF WORK.	2.25
04/09/14	CONFERENCE WITH CHUCK MITCHELL REGARDING ANNEXATION OF SUBJECT.	0.25
12/17/14	ANALYSIS/REVIEW OF LAND SALES; MEETING WITH ASSOCIATE TO REVIEW.	1.25
02/12/15	MEETING WITH ASSOCIATE TO DISCUSS PREPARATION WITH MEETING WITH OWNERS; REVIEW SALES AND DAMAGE ANALYSIS OF NEARBY/SIMILAR PARCELS.	4.75
02/13/15	PREPARE FOR MEETING BY REVIEWING LAND SALES AND DAMAGE ANALYSIS OF OTHER PARCELS IN THE AREA; MEET WITH EXPERTS AND OWNER TO REVIEW RESULTS OF OUR INVESTIGATION.	5.25
02/17/15	REVIEW SALES; MEETING WITH ASSOCIATE TO REVIEW SUMMARY OF OUR FINDINGS.	2.25
03/10/15	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW INFORMATION; MEETING WITH ASSOCIATE AND FORWARDED INFORMATION TO OWNER'S REPRESENTATIVE.	1.25
03/16/15	ANALYSIS OF SALES/DAMAGES; CONFERENCE WITH OWNER'S REPRESENTATIVE.	2.75

OWNER ORLANDO BELTWAY ASSOC. RICHARD C. DREGGORS, GAA PROJECT WEKIVA PARKWAY

PARCEL(S) 235 COUNTY ORANGE

DATE	TYPE OF SERVICE	HOURS
03/17/15	ANALYSIS OF SALES/DAMAGES; CONFERENCE WITH OWNER'S REPRESENTATIVE.	3.00
03/18/15	CONFERENCE WITH OWNER'S REPRESENTATIVE; PROVIDE ADDITIONAL SALES AND ANALYSIS.	1.50
06/17/15	MEETING WITH ASSOCIATE; REVIEW SALES AND VALUATIONS.	1.25
08/27/15	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW PLANNING ISSUES AND PROJECT INFLUENCE.	0.50
08/31/15	CONFERENCE WITH PLANNER REGARDING PROJECT INFORMATION.	0.25
09/10/15	PREPARE FOR AND CONFERENCE WITH EXPERTS ON THE ACCESS TO WEST REMAINDER.	1.00
09/25/15	BEGIN REVIEW OF LAND PLANNING REPORT AND CALL ENGINEER TO DISCUSS ROADWAY COSTS.	0.75
12/01/15	REVIEW/WRITE REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE AND EXPERTS.	7.75
12/02/15	REVIEW/WRITE/EDIT REPORT; MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW.	6.75
12/04/15	REVIEW/EDIT REPORT.	1.25
12/08/15	REVIEW APPRAISALS OF NEARBY PARCELS BY PINEL AND CARPENTER; COMPARE TO THE SUBJECT PROPERTY.	1.00
12/09/15	REVIEW/ANALYSIS OF VALUE OF WEST REMAINDER IF LIMITED TO A SINGLE HOME.	2.25
	TOTAL HOURS	57.50

# STATEMENT OF WORK ACCOMPLISHED BELTWAY PARTNERS ROW – WEKIVA PKWY. 4-545.1

Invoice No.	<u>Date</u>	<u>Amount</u>
15707	03-12-15	3,829.27
15800	10-15-15	787.50
15833	12-08-15	787.50
TOTAL AMOU	5,404.27	

## STATEMENT OF WORK ACCOMPLISHED BELTWAY PARTNERS ROW – WEKIVA PKWY. 4-545.1

# Invoice No. 15707, March 12, 2015 - \$3,871.27

12/22/14	William E. Tipton, Jr. (WTJ) downloaded and reviewed information from the
	Central Florida Expressway (4.0 hours)
01/19-20/15	WTJ worked on draft letter report and drawings, conducted field review of
	existing conditions, continued work on draft letter report and drawing package,
	attended team meeting at attorney's office (9.0 hours)
01/27/15	WTJ worked on draft letter report and drawing package (2.0 hours)
02/13/15	WTJ attended team meeting at attorney's office (2.0 hours)

## Invoice No 15800, October 15, 2015 - \$787.50

08/25/15	William E. Tipton, Jr. (WTJ) reviewed documents to determine Effie Dr. ROW
	width and corresponded with team. (1.5 hours)
09/01/15	WTJ corresponded with George Shupp at Orange County regarding Effic Rd.
	ROW width, reviewed information from George and emailed to team (1.0 hour)
09/10/15	WTJ prepared for and attended team conference call regarding Effie Rd. ROW
	width and impacts to the west remainder (1.0 hour)

## Invoice No. 15833, December 8, 2015 - \$787.50

11/04-05/15	William E. Tipton, Jr. (WTJ) conducted additional review of required Effie Rd.
	improvements in the "after Condition", corresponded with Rick and Jim, attended
	team meeting at attorney's office (1.5 hours)
12/02/15	WTJ updated letter report per conference call with attorney and emailed to team
	(2.0 hours)



Invoice Number: 15707 February 28, 2015

Page number 1

Project 4545:

Beltway Partners ROW - Wekiva Pkwy

Gordon Harris, Esq. Harris, Harris, Bauerle et al. 1201 East Robinson Street Orlando, FL 32801

# Professional Services for the period ended February 28, 2015

Project	4545:1	Parcel 235		
Professional Services		1	Hours Ra	te Amount
Chief Engineer/Planner		er	17.00 \$225.0	\$3,825.00
			Services Total	\$3,825.00
Reimbu	rsable Expen	se		Amount
Tolls			6	\$4.27
			Reimbursable Total	\$4.27
			Charges Subtotal	\$3,829.27
		W)	Invoice Total	\$3,829.27

# Tipton Associates Incorporated 760 Maguire Blvd Orlando, FL 32803-

Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15800
October 15, 2015

October 15, 2013 Page number 1

Project 4545:

Beltway Partners ROW - Wekiva Pkwy

Gordon Harris, Esq. Harris, Harris, Bauerle et al. 1201 East Robinson Street Orlando, FL 32801

# Professional Services for the period ended September 30, 2015

Project	4545:1	Parcel 235					
Profession	onal Serv	rices			Hours	Rate	Amount
Chief En	Chief Engineer/Planner					\$225.00	\$787.50
					Services	Total _	\$787.50
					Charges Su	btotal _	\$787.50
					Invoice	Total	\$787.50
		Outstanding Invoices Invoice	Number 15707	Date 2/28/2015	Amount \$3,829.2	7	
				Tot	al Unpaid Inv	oices _	\$3,829.27
					Balance	e Due _	\$4,616.77

# **Tipton Associates Incorporated** 760 Maguire Blvd Orlando, FL 32803-Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number: 15833** December 08, 2015 Page number 1

Project 4545:

Beltway Partners ROW - Wekiva Pkwy

Gordon Harris, Esq. Harris, Harris, Bauerle et al. 1201 East Robinson Street Orlando, FL 32801

# Professional Services for the period ended December 04, 2015

Project	4545:1	Parcel 235					
Profession	nal Services				Hours	Rate	Amount
Chief Eng	Chief Engineer/Planner			3.50	\$225.00	\$787.50	
		2			Services	Total	\$787.50
					Charges Su	btotal _	\$787.50
					Invoice	Total _	\$787.50
	Out	standing Invoices	Number	Date	Amount		
		Invoice	15707	2/28/2015	\$3,829.2	7	
		Invoice	15800	10/15/2015	\$787.50	O	
				Tota	al Unpaid Inv	oices _	\$4,616.77
					Balance	Due _	\$5,404.27



# **Invoice**

Please remit to:

Vanasse Hangen Brustlin, Inc.

101 Walnut Street, PO Box 9151 | Watertown, MA 02471
617.924.1770 F 617.924.2286

Mr. Gordon Harris Harris Harris Bauerle Ziegler & Lopez 1201 E. Robinson Street Orlando, FL 32801 Invoice No: < Draft>

January 11, 2016

VHB Project No: 61911.00

Invoice Total \$14,246.65

PRofessional Planning Services for Orlando Beltway Associates

# Professional Services Thru January 02, 2016

#### **Professional Personnel**

	Hours	Rate	Amount
Principal 1	24.50	250.00	6,125.00
Technical/Professional 07	7.50	125.00	937.50
Technical/Professional 06	2.50	125.00	312.50
Technical/Professional 05	50.00	125.00	6,250.00
Totals	84.50		13,625.00

Total Labor 13,625.00

### Reimbursable Expenses

Printing 621.65

Total Reimbursables 621.65 621.65

Total this Invoice \$14,246.65

### **Billings to Date**

	Current	Prior	Total
Labor	13,625.00	0.00	13,625.00
Expense	621.65	0.00	621.65
Totals	14,246.65	0.00	14,246.65



Project Number: 61911.00 Period: 201405

Date	Location	Job Type	User	Total
4/25/2014	Orlando FL	B/W Laser Printing	EHUGHES	\$0.13
4/28/2014	Orlando FL	B/W Laser Printing	EHUGHES	\$8.44
4/25/2014	Orlando FL	Sm Fmt Color Printing	EHUGHES	\$1.07
4/28/2014	Orlando FL	Sm Fmt Color Printing	EHUGHES	\$5.35
4/29/2014	Orlando FL	Sm Fmt Color Printing	EHUGHES	\$2.14
			Total	\$17.13

**Printed on:** 1/11/2016 10:14:39 PM Page: 1 of 1



Project Number: 61911.00

Period: 201502

Date	Location	Job Type	User	Total
1/27/2015	Orlando FL	B/W Laser Printing	katieshannon	\$2.31
1/28/2015	Orlando FL	B/W Laser Printing	katieshannon	\$0.64
1/26/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
1/27/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
2/6/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$39.42
			Total	\$44.51

Printed on: 1/11/2016 10:08:30 PM



Project Number: 61911.00

Period: 201503

Date	Location	Job Type	User	Total
2/13/2015	Orlando FL	B/W Laser Printing	katieshannon	\$2.57
2/18/2015	Orlando FL	B/W Laser Printing	katieshannon	\$4.36
2/19/2015	Orlando FL	B/W Laser Printing	katieshannon	\$1.28
2/9/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
2/13/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$46.87
2/18/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$2.13
2/19/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$3.21
			Total	\$61.49

Printed on: 1/11/2016 10:08:45 PM



Project Number: 61911.00

Period: 201507

Date	Location	Job Type	User	Total
6/24/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$125.68
6/25/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$67.10
			Total	\$192.78

Printed on: 1/11/2016 10:09:34 PM Page: 1 of 1



Danvers, MA 01923

Project Number: 61911.00

Period: 201508

Date	Location	Job Type	User	Total
6/29/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$115.03
			Total	\$115.03

Printed on: 1/11/2016 10:09:52 PM



Danvers, MA 01923

Project Number: 61911.00

Period: 201510

Date	Location	Job Type	User	Total
8/24/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$66.03
			Total	\$66.03

Printed on: 1/11/2016 10:10:26 PM



Danvers, MA 01923

Project Number: 61911.00 Period: 201513

Date	Location	Job Type	User	Total
12/9/2015	Orlando FL	B/W Laser Printing	katieshannon	\$3.20
12/9/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$64.97
			Total	\$68.17

Printed on: 1/11/2016 10:11:02 PM Page: 1 of 1

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY





# Aerial of Subject Property

12

PARCEL NO.: PARCEL 235 OWNER: ORLANDO BE

ORLANDO BELTWAY ASSOCIATES

PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203

CITY/COUNTY: ORANGE

#### LOCATION MAP



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY** 

# \*\*\* Subject Photos





View of the parent tract looking northwest from the subject property's approximate southeast corner.

View of Plymouth Sorrento Road looking north from the parent tract's approximate southeast corner. The subject property is located on the left side of the photograph.

# \*\*\* Subject Photos





View of Plymouth Sorrento Road looking south from the parent tract's approximate northeast corner. The subject property is located on the right side of the photograph

View of the parent tract looking southwest from the subject property's approximate northeast corner at Plymouth Sorrento Road.

# \*\*\* Subject Photos



View of the parent tract's northern boundary looking west from the subject property's approximate northeast corner. The subject property is located on the left side of the photograph.



View of Effie Drive looking north from the parent tract's approximate southwest corner.

The subject property is located on the right side of the photograph.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



### **Construction Plans**

CFX v. Orlando Beltway Associates – Plymouth Sorrento, Ltd. Parcel No. 235/Wekiva Parkway, Orange County

#### **AERIAL PHOTOGRAPH**





# Appraisal Comparison

Parcel 235	CFX	Owners	
Part taken (10.643 acres)	@ \$60,000/ acre = \$638,600	@ \$80,000/ acre = \$851,400	
Damages, East Remainder	\$508,640	\$2,034,400	
Damages , West Remainder	0	\$2,814.300	
Total for Land Taken	\$1,147,240	\$5,700,100	
Expert Fees	Carpenter \$13,119	Dreggors \$31,906 Tipton \$ 5,404 Hall \$14,247	
Statutory Attorney's Fees		\$ 980,572	



Parcel 235	CFX	Owners	Owners (Estimated Breakdown)
Total for Land Taken	\$1,147,240	\$5,700,100	~\$2,400,000
Expert Fees	\$ 13,119	\$ 51,557	~\$ 45,000
Attorney's Fees		\$ 980,572	~\$ 320,000
Total		\$6,732,229	\$2,765,000



### Recommendation

Please recommend to the Board a settlement in the amount of \$2,765,000 for all compensation arising from the taking of Parcel 235, including severance damages, business damages, interest, attorney's fees expert fees, costs, and any other claim.

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### MEMORANDUM

TO:

CFX Right of Way Committee

FROM:

Linda S. Brehmer Lanosa, Deputy General Counsel Joseph A. Berenis, Chief of Infrastructure

DATE:

January 11, 2016

RE:

Central Florida Expressway Authority v. Chiu-Hsia Huang and Rong Tsai Wu,

Case No. 2014-CA-005261, Parcel 233

Location: East Side of Plymouth Sorrento Road, North of West Kelly Park Road,

at 5024 Plymouth Sorrento Road, Apopka, Florida

#### INTRODUCTION AND PROPERTY DESCRIPTION

Parcel 233 was mediated on January 7, 2015. Parcel 233 is a strip taking that runs along the front of the property, which is located on Plymouth Sorrento Road, just north of Kelly Park Road in Apopka. A map showing the general location of the property, aerials, photographs, and construction plans are attached hereto.

The taking is 36-feet deep and 165-feet wide, for a total area of 5,963 square feet. The strip taken reduces the size of the parent tract from 2.488 acres to 2.351 acres. The property is improved with two manufactured homes 1392 square feet and 500 square feet in size, both of which were built in 1973. Both manufactured homes are in poor condition. The owners do not live there.

The owners purchased the property in 2004 for \$70,000 and pay ad valorem taxes based upon an assessed value of roughly \$36,000 for the land or \$60,000 for the land and improvements. The property is zoned A-1 for Citrus Rural Agricultural District, with a future land use designation of Rural with a density of 1 unit per 10 acres.

#### SUMMARY OF CFX'S APPRAISAL REPORT

The Central Florida Expressway Authority ("CFX") retained Walter Carpenter, MAI, CRE, to appraise the property. He valued the property with a highest and best use to hold for future commercial as follows:

Range of Comparable Sales:	\$1.66 to \$6.48/sf
Value of Land Taken (5963 sf @ \$3/sf)	\$17,890
Improvements (231 If of 5' chain link fence plus	2,030
14' chain link gate, depreciated at 50%)	
Severance Damages	0
Cost to Cure (contributory value of fence)	3,020
Total	\$22,940

#### SUMMARY OF THE OWNERS' APPRAISAL REPORT, EXPERT FEES, ATTORNEY'S FEES AND COSTS

The owner's appraiser, Don K. Richardson, PhD, MAI, AI-GRS, appraised the property with a highest and best use of commercial and estimated the value as follows:

\$3.32 to \$8.34/sf
\$25,343
6,900
66,600
3,200
\$102,000
\$22,400
4,245
26,090
52,735
\$154,735

#### **ANALYSIS**

The largest difference in opinion between the appraisers involves the existence of severance damages. The owners' appraiser and engineer maintain that the value and use of the property in the after condition is diminished because the access to the property is within a right turn lane. They conclude that this poses a safety issue and diminishes the value of the property. In contrast, Mr. Carpenter determined that the property was not damaged as a result of the taking.

Second, the owners' appraiser estimated the value of the property to be over 40% greater than Mr. Carpenter's estimate, even though the appraisers utilized two of the same sales.

Regarding expert fees, Pinel and Carpenter charged \$12,152 for their appraisal report compared to \$22,400 for the owners' appraisal report. Landon, Moree & Associates and Speer Construction charged \$600 and \$475, respectively, compared to \$4,245 incurred by the owners.

At mediation, both parties comprised. Although the total proposed settlement is not broken down into components, the total could generally represent the sum of the following: \$53,000 to the owners (or \$30,000 above the deposit, but nearly half of the owner's estimate of value), \$22,000 for expert fees and costs (or a reduction of \$4,090 or about 20%), and \$10,000 for statutory attorney's fees.

#### **RECOMMENDATION**

CFX staff requests that the Right of Way Committee recommend to the Central Florida Expressway Authority Board a settlement in the amount of <u>\$85,000</u> for all compensation arising from the taking of Parcel 233, including severance damages, business damages, interest, attorney's fees, expert fees, costs, and any other claim.

#### **ATTACHMENTS**

Mediated Settlement Agreement General Location of Property Aerials of Property Photographs of Property Construction Plans Invoices from the Owners' Experts

- Dan K. Richardson, Ph.D., MAI
- JMD Engineering

### IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

a body politic and corporate, and an agency of	CASE NO: 2014-CA-005261
the state under the laws of the State of Florida	Subdivision 39
Petitioner,	Parcel 233
vs.	
CHIU-HSIA HUANG and RONG TSAI WU, et al,	
Respondents.	

#### MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on January 7, 2016, the parties reached the following Settlement Agreement:

- 1. Petitioner will pay to Respondents, CHIU-HSIA HUANG and RONG TSAI WU, ("Respondents") the sum of <u>Fire Thouse</u> and <u>Pero | 100</u>

  Dollars (\$ <u>85,000,00</u>), in full settlement of all claims for compensation from Petitioner resulting from the taking of Parcel 233, including severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim, subject to apportionment, if any.
- 2. Petitioner is entitled to a credit in the amount of Twenty-Two Thousand Nine Hundred Forty Dollars (\$22,940), which sum was previously deposited in the Registry of the Court in this case by Petitioner.
- 3. Petitioner will pay Respondent the balance due of Sixty Two Thorself (20) Dollars (\$\_102,000), within twenty (20) days of the actual date of receipt by Petitioner's counsel of a conformed copy of the aforesaid Stipulated Final Judgment from the Court.
- 4. This Agreement is contingent upon the approval of the Central Florida Expressway Authority ("CFX") Right of Way ("ROW") Committee and the CFX Board of Directors.
- 5. Counsel for Petitioner and Respondent will jointly submit to the Court for signature a mutually approved Stipulated Final Judgment in this matter as soon as practicable after the approval of this mediated settlement agreement by the CFX Board.

compensation arising from the taking of Parcel 233, such as severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim.

7. This Agreement, dated January 7, 2016, contain(s) all the agreements of the parties.

Central Florida Expressway Authority

Linda Brehmer Lanosa, Esq. for Central Florida Expressway Authority

Rong Tsai Wu, Owner

Celeste F. Adorno, Esquire,

Mediator

This Agreement resolves all claims whatsoever, including claims of

Meredith Delcamp, Attorney for Owner

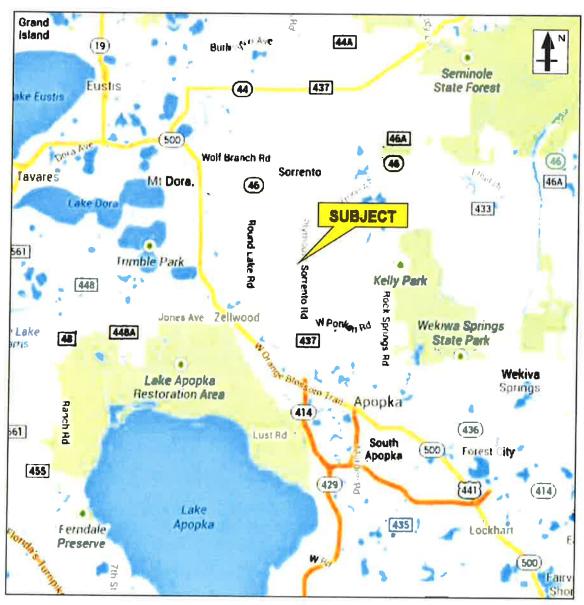
PARCEL NO.: 233

OWNER: HUANG AND WU

PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203

CITY/COUNTY: ORANGE

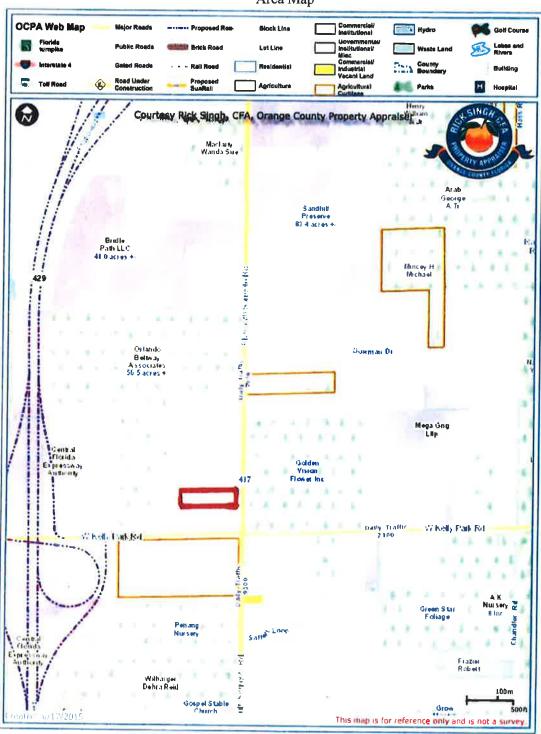
#### **LOCATION MAP**



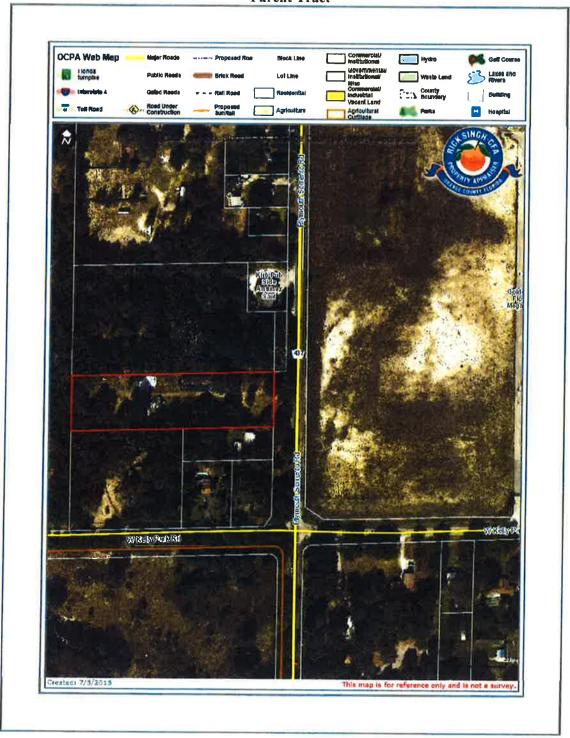
Approximate Representation Source: Google Maps

13-144 COPYRIGHT 2013, PINEL & CARPENTER, INC.

#### Area Map



### Aerial of Parcel 233 Parent Tract



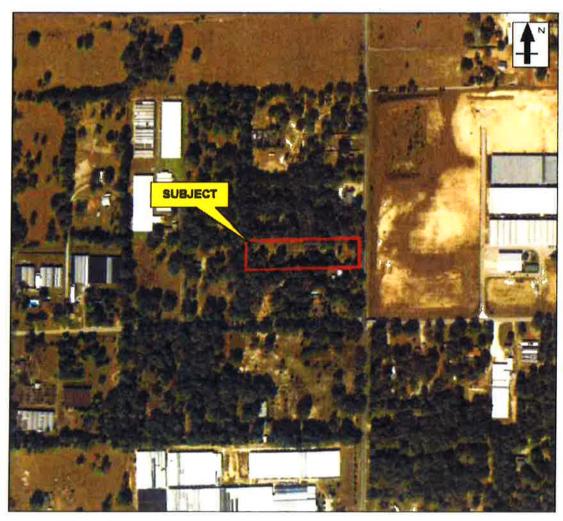
PARCEL NO.: 233

OWNER: HUANG AND WU

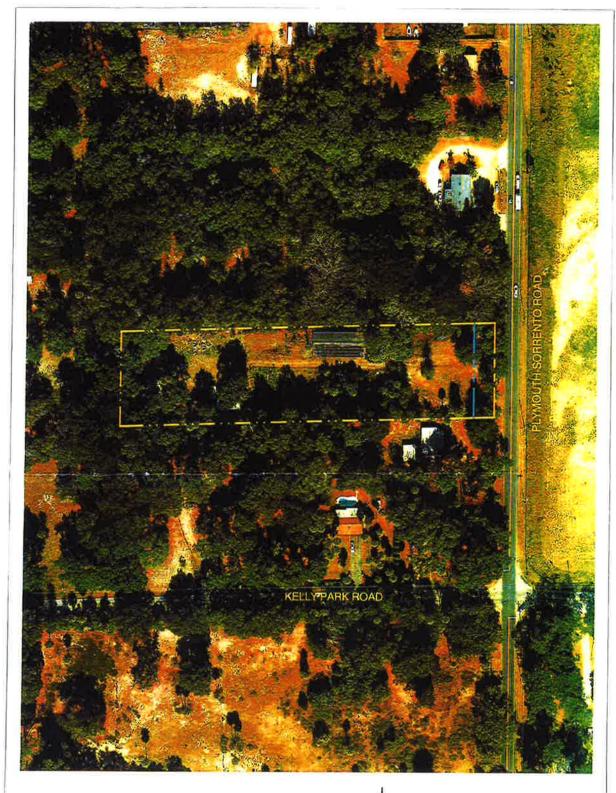
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203

CITY/COUNTY: ORANGE

#### **AERIAL PHOTOGRAPH**



Approximate Representation
Source Orange County Property Appraiser



BEFORE ACQUISITION
WEKIVA PARKWAY
HUANG
PARCEL 233





31522 U.S. 19 North Palm Marbor, Florida 34684 Phone: (727) 789-8010, Fax: (727) 787-4394 Toll Free: (800) 262-7880, WWW.LMAENGR.Com

LMA JOB: 663-01 233

#### SUBJECT PHOTOGRAPHS

Photo #1 - View Southwest at Northeast Corner; Photo taken by Dan K. Richardson on June 23, 2015



Photo #2 - View Northwest at southeast Corner; Photo taken by Dan K. Richardson on June 23, 2015



Photo #3 - View South at Unoccupied residence and trailer: Photo taken by Dan K. Richardson on June 23, 2015



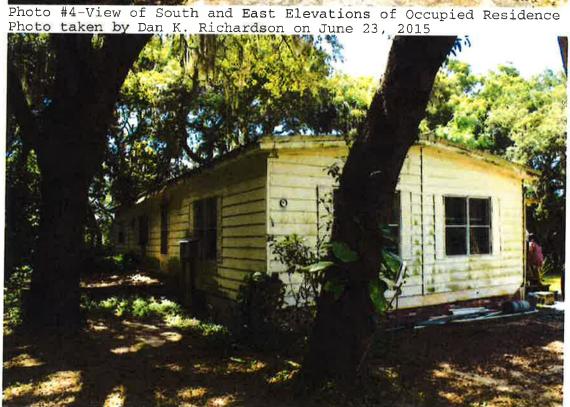
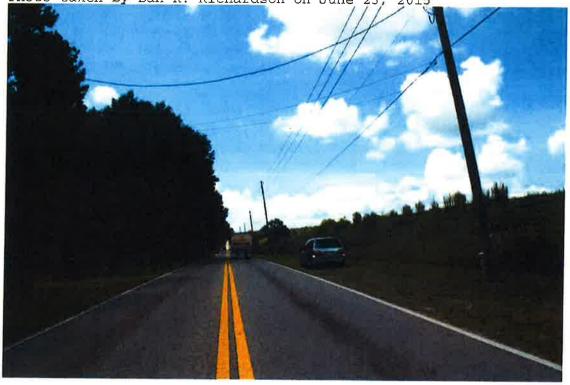


Photo #5 - View South Elevation of Greenhouse Photo taken by Dan K. Richardson on June 23, 2015



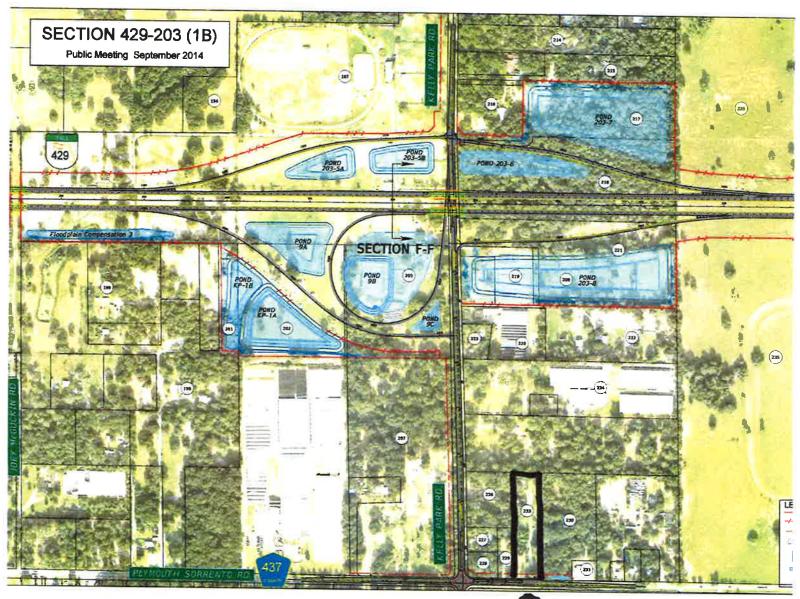
Photo #6-View Northbound Plymouth Sorrento Road-Subject at Left Photo taken by Dan K. Richardson on June 23, 2015



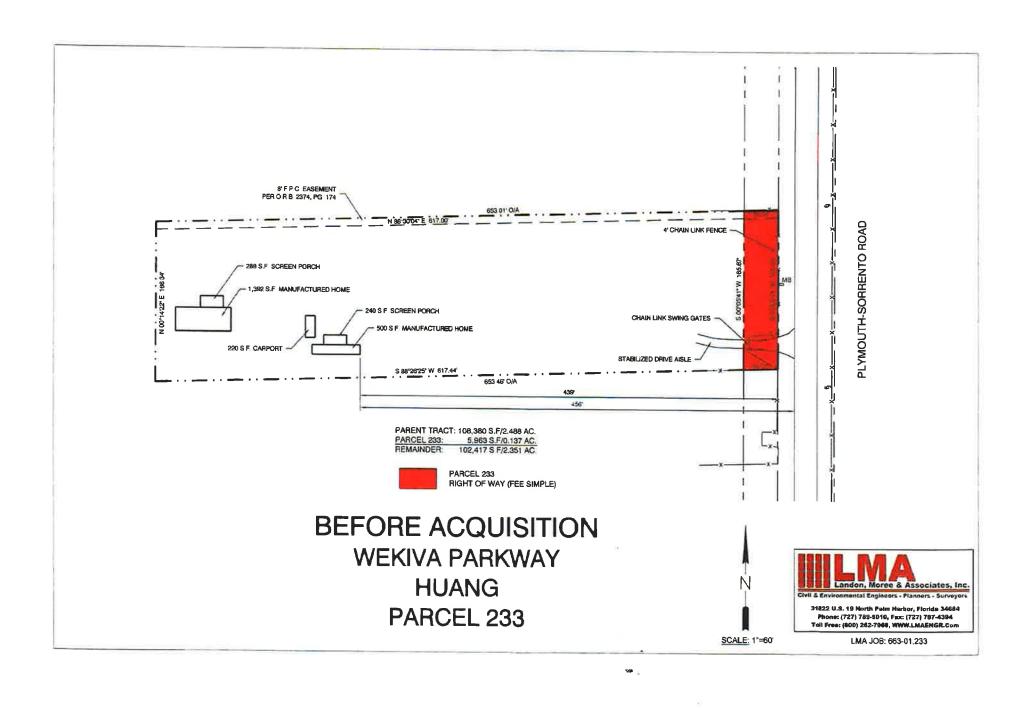


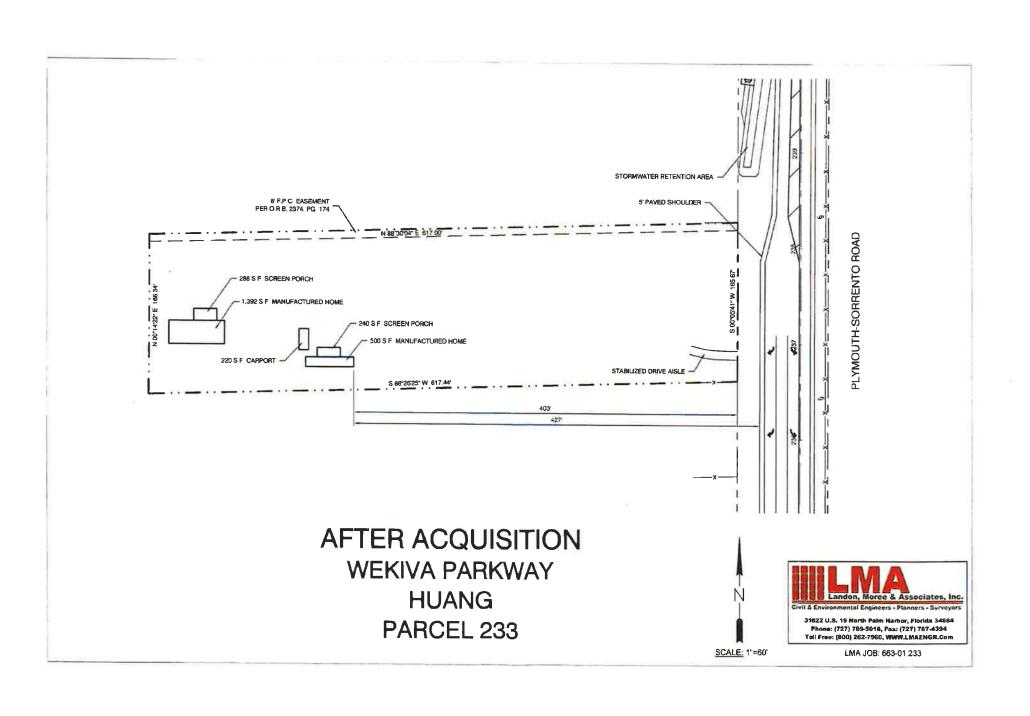






T Subject Property





#### INVOICE Huang& Wu October 2, 2015

Dan K. Richardson, PhD, MAI, AI-GRS R & W Enterprises, Inc. 2186 Coffee Pot Blvd. N.E. St. Petersburg, Florida 33704 TIN 59-1097321

**INVOICE NO. 15**-033

BUCHANAN INGERSOLL & ROONEY PC

ATTN: MEREDITH DELCAMP 501 E. KENNEDY BOULEVARD, SUITE 1700

TAMPA, FLORIDA 33602

2-OCTOBER-2015

NOTICE TO PROCEED: April 8, 2015 PROJECT TITLE: Central Florida

Expressway Authority

CASE NO.: 2014-CA-5261-O

CASE NAME: Huang/Wu

PARCEL NO.: 233

#### APPRAISAL SERVICES:

#### LABOR HOURS:

```
Principal Appraiser:
Establish Legal File(4/8/15) 1.50 hrs.@$200/hr. $
                                                                                                         300.00
 Review Orig & Upd Appraisal(4/9/15) 3.75 hrs.@$200/hr. $
                                                                                                         750.00
Review Comps & Sales (4/9/15) 1.50 hrs.@$200/hr. $ Prep & Teleconf w/Attys.(4/14/15) 2.00 hrs.@$200/hr. $
                                                                                                         300.00
                                                                                                         400.00
Search for Engineer (4/17/15) 0.50 hrs.@$200/hr. $
Review Road Plans (4/20/15) 2.25 hrs.@$200/hr. $
Assemble Regional Data(4/22/15) 1.50 hrs.@$200/hr. $
Research Neighborhood (4/23/15) 2.00 hrs.@$200/hr. $
                                                                                                         100.00
                                                                                                         450.00
                                                                                                         300.00
                                                                                                         400.00
Investigate Tax Information(4/27/15)1.50 hrs.@$200/hr. $
                                                                                                         300.00
Land Use Investigation (5/1/15)

Zoning Investigation (5/1/15)

Planning Overlay Info (5/1/15)

Research Tax Information(5/6/15)

Research Property History (5/6/15)

Research Subject Property (5/12/15)

Research Sales (5/13/15)

Loo hr. @$200/hr. $

Research Sales (5/13/15)

Research Sales (5/13/15)

3 50 hrs @$200/hr. $
                                                                                                         300.00
                                                                                                         200.00
                                                                                                         200.00
                                                                                                         200.00
                                                                                                         100.00
                                                                                                         200.00
Research Sales (5/13/15) 3.50 hrs.@$200/hr. $ Research Sales (5/21/15) 4.00 hrs.@$200/hr. $
                                                                                                         700.00
                                                               4.00 hrs.@$200/hr. $
                                                                                                         800.00
Research Utilities (5/27/15)
                                                                1.50 hrs.@$200/hr. $
                                                                                                         300.00
Subtotal Labor:
                                                              31.50 hrs.@$200/hr. $ 6,300.00
```

```
Principal Appraiser:

Contact Engineer(6/1/15)

Verify EA Sales Data (6/2/15)

Verify EA Sales Data (6/3/15)

Verify EA Sales Data (6/3/15)

1.75 hrs.@$200/hr.$

3.50 hrs.@$200/hr.$
 Principal Appraiser:
                                                                                               100.00
                                                                                               500.00
                                                                                               350.00
Research Sales (6/4/15)

Research Sales (6/10/15)

Research Sales (6/10/15)

Teleconf w/Atty.(6/11/15)

Contact Engineer (6/11/15)

Contact Property Owner (6/17/15)

0.50 hr. @$200/hr. $
0.50 hr. @$200/hr. $
                                                                                               700.00
                                                                                               700.00
                                                                                               50.00
                                                                                               200.00
                                                                                              100.00
Review Engineering Report(6/17/15) 1.50 hrs.@$200/hr. $
                                                                                              300.00
Review EA Sales Market Area(6/18/15)2.00 hrs.@$200/hr. $
                                                                                              400.00
Inspect,Measure&Photograph(6/23/15) 4.50 hrs.@$200/hr. $
                                                                                              900.00
   Subject Property & Neighborhood
Inspect Comparables &
   Market Area(6/24/15)
                                                          8.00 hrs.@$200/hr. $ 1,600.00
Draft Reg/Ngh Analysis(6/25/15)
                                                         4.50 hrs.@$200/hr. $
                                                                                            900.00
Verify Sales (6/26/15)
                                                         1.50 hrs.@$200/hr. $
                                                                                              300.00
Draft Subject Description(6/26/15) 2.50 hrs.@$200/hr. $
                                                                                              500.00

      Verify Sales (6/26/15)
      1.50 hrs.@$200/hr. $ 300.00

      Prep Sales Summaries(6/27/15)
      4.50 hrs.@$200/hr. $ 900.00

      Prep Maps & Exhibits(6/29/15)
      6.50 hrs.@$200/hr. $ 1,300.00

      Assemble Addenda(6/30/15)
      3.50 hrs.@$200/hr. $ 700.00

      Prep HBU Analysis (7/1/15)
      3.50 hrs.@$200/hr. $ 700.00

      Verify Sale (7/2/15)
      0.50 hr. @$200/hr. $ 100.00

Analyze Land Sales (7/2/15) 3.50 hrs.@$200/hr. $ 700.00 Draft Take Analysis (7/3/15) 1.50 hrs.@$200/hr. $ 300.00
Remainder Valuation & Cure (7/6/15) 4.50 hrs.@$200/hr. $ 900.00
Prep COV, TOC, Trans Let(7/7/15) 3.00 hrs.@$200/hr. $ 600.00
Assemble Appraisal (7/8/15)
                                                       6.00 hrs.@$200/hr. $ 1,200.00
Proof & Deliver Appraisal(7/9/15)
                                                         4.00 hrs.@$200/hr. $ 800.00
PAGE TWO - LABOR HOURS:
                                                      80.50 hrs.@$200/hr. $16,100.00
                                                      31.50 hrs.@$200/hr. $ 6,300.00 112.00 hrs.@$200/hr. $22,400.00
PAGE ONE - LABOR HOURS:
TOTAL LABOR HOURS:
EXPENSES:
                 Travel & Direct Expenses
```

TOTAL AMOUNT DUE THIS INVOICE:

Dan K. Retal

Dan K. Richardson, PhD, MAI, AI-GRS Cert Gen #RZ735 (Florida) DKR/BIR/15-033

\$22,400.00



Meredth Delcamp

Fowler White Boggs P.A.

501 E. Kennedy Blvd, Suite 1700

Tampa, Florida 33602

Invoice Date:

9/29/2015

Invoice Amount:

\$4,145.00

Project No: Project Name: FW-15-04

PARCEL 233

Please send payments to: JMD ENGINEERING, INC.

12773 FOREST HILL BLVD., SUITE 204

WELLINGTON, FL 33414

Invoice No:

FINAL BILL

Services through 9/29/2015

Federal Tax Id: 06-1663562

HOURLY

HOUNCI	
Description	Carrent Amount Due
PROFESSIONAL SERVICES	\$4,145.00
EXPENSES -	\$0.00
Subtotal	\$4,145.00
Total HOURLY	\$4,145.00

**TOTAL INVOICE \$4,145.00** 



#### LABOR AND EXPENSE DETAIL

Meredth Delcamp Fowler White Boggs P.A. 501 E. Kennedy Blvd, Suite 1700 Tampa, Florida 33602

Invoice No:

Final Bill

Invoice Date:

9/29/2015

Project No:

FW-15-04

Project Name:

PARCEL 233

#### HOURLY

HOUNET				
Task	Description	Hrs/Qty	Rate	Current Amount
PROFESSIONAL SERVICES	PRINCIPAL	18.50	\$190.00	\$3,515.00
	CAD TECH	7.0	\$90.00	\$630.00
TOTAL PROFESSION	IAL SERVICES	25.5 I	nrs	\$4,145.00
EXPENSES	OFFICE EXPENSE			\$0.00
	OTHER EXPENSES			\$0.00
TOTAL LABOR AND EXPENSE DETAIL			\$4,145.00	

This page is for informational purposes only. Please pay amount shown on cover page.

### Work Descriptions for John M. Donaldson

FW-15-04

#### Job Name

Date	Hours	Task	Work Description
2/20/2015	2.00	02	REVIEW DOCS
2/24/2015	2.00	02	ANALYSIS
3/11/2015	1.50	02	ANALYSIS
3/18/2015	1.50	02	ANALYSIS. COSTS
4/9/2015	1.00	02	DATA TO ATTY
5/19/2015	4.00	02	ANALYSIS. REPORT
5/28/2015	1.50	02	REPORT.COSTS REVISED.
6/11/2015	4.00	02	CONF CALL. REPORT. DW RESEARCH
6/17/2015	1.00	02	CONF CALL W/ ATTY APPRAISER
Hours:	18.50		

Total Hours: 18.50

### Work Descriptions for CADD TECHNICIAN

#### FW-15-04

#### Job Name

Dat	e Hours	Task	Work Description
3/19	9/2015 5.00	•	BC, AOT, ACDN
6/19	W2015 2.00	)	ADDITIONAL CAD
Total Ho	urs: 7.00	)	

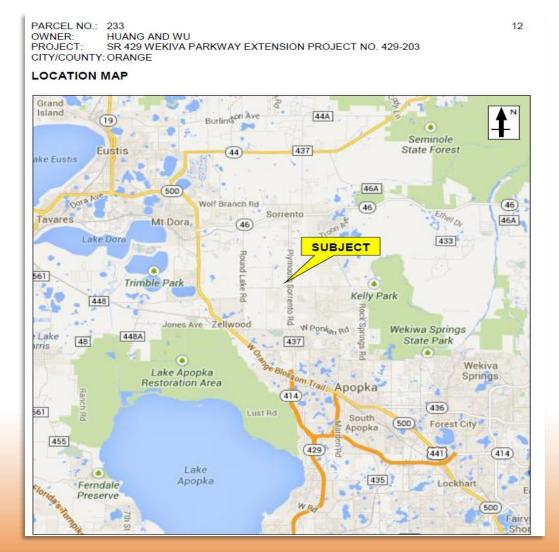
# CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Parcel 233
Proposed Settlement

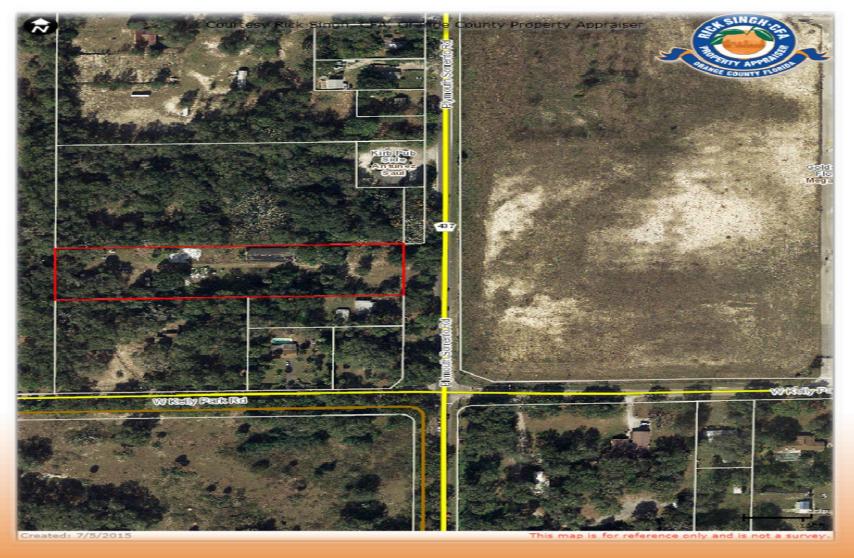


# Subject Property





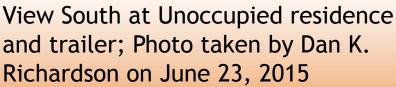
### Aerial View of Subject Parent Tract





# Subject Photos







View of South and East Elevations of Occupied Residence; Photo taken by Dan K. Richardson on June 23, 2015

# \*\*\* Subject Photos



View South Elevation of Greenhouse; Photo taken by Dan K. Richardson on June 23, 2015



View Northbound Plymouth Sorrento Road-Subject at Left; Photo taken by Dan K. Richardson on June 23, 2015

# \*\*\* Subject Photos



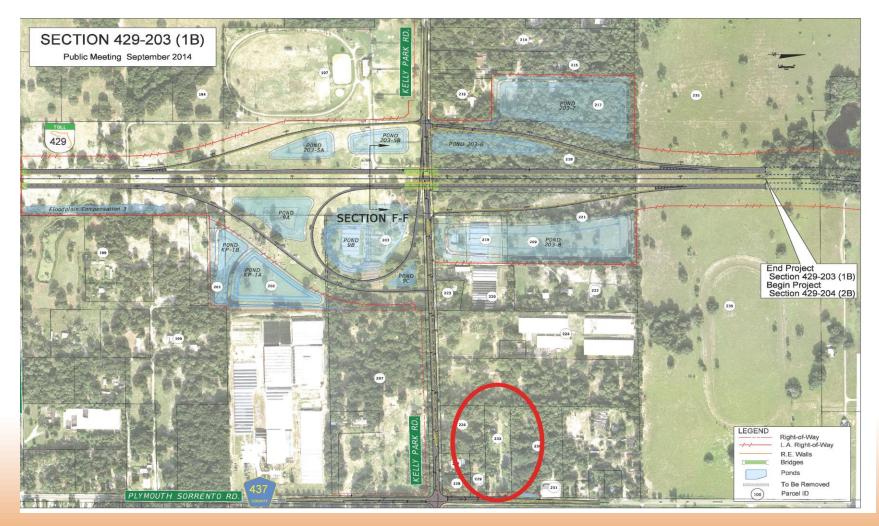


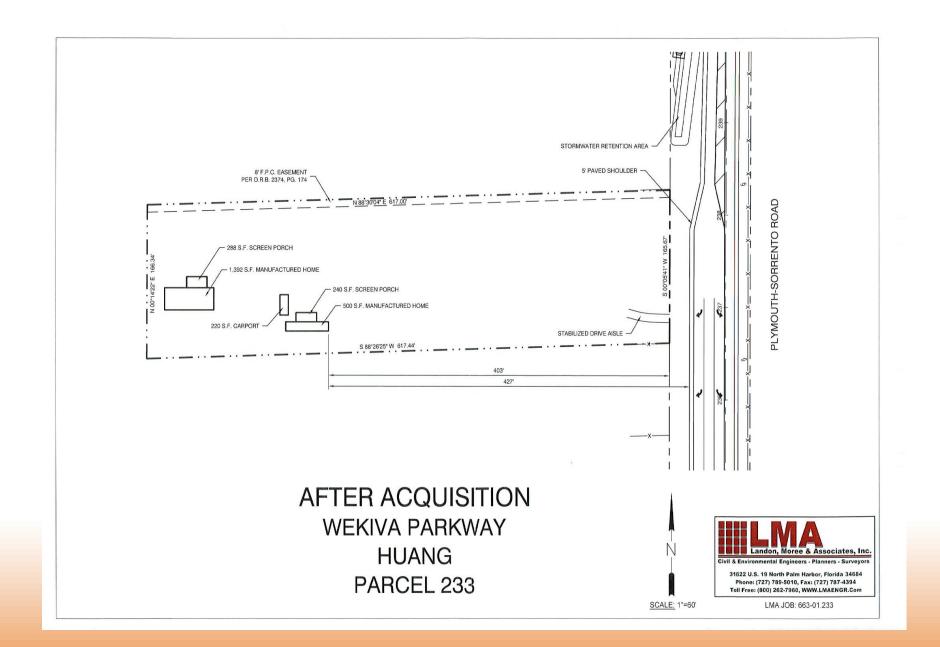
View East at 233 Take Area; Photo taken by Dan K. Richardson on June 23, 2015

View West at 233 Take Area; Photo taken by Dan K. Richardson on June 23, 2015



## **Construction Plans**







# **Appraisal Comparison**

Parcel 233	CFX (Carpenter)	Owners (Richardson)
Part taken (5,963 sq. ft.)	@ \$3.00/ sq. ft. = \$17,890	@ \$4.25/ sq. ft. = \$25,343
Improvements Taken (fence and gate)	\$ 2,030	\$6,900
Severance Damages	0	\$66,600
Costs to Cure	\$3,020	\$3,200
Total for Land Taken	\$22,940	\$102,000
Appraisal Fees Engineering, Planning Fees	\$12,152 \$ 1,075	\$ 22,400 \$ 4,245
Statutory Attorney's Fees		\$ 26,090
Total	\$36,167	\$154,735

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



## Settlement Proposal

Parcel 233)	CFX	Owners	Proposed Settlement*
Total for Land Taken	\$22,940	\$102,000	\$53,000
Appraisal, Engineering, Planning Fees	\$13,227	\$ 26,645	\$22,000
Statutory Attorney's Fees		\$ 26,090	\$10,000
Total	\$36,167	\$154,735	\$85,000



## Recommendation

Please recommend to the Board a settlement in the amount of \$85,000 for all compensation arising from the taking of Parcel 233, including severance damages, business damages, interest, attorney's fees expert fees, costs, and any other claim.

#### CENTRAL FLORIDA EXPRESSWAY AUTHORITY

#### **MEMORANDUM**

TO: Central Florida Expressway Authority Right of Way Committee

FROM: /// Joseph L. Passiatore, General Counsel

**DATE:** / January 20, 2016

SUBJECT: Winderweedle Haines Ward & Woodman, P.A. Contract Renewal

(Contract No. 000427), and Shutts & Bowen Contract Renewal (Contract

No. 000930)

Both the Winderweedle Haines Ward & Woodman, P.A. ("WHWW") and Shutts & Bowen ("Shutts") right of way legal counsel contracts are expiring on February 27, 2016. The Committee previously approved an extension of the WHWW contract until February 27, 2016 with no additional funding.

The Committee also approved a one year extension to the Shutts contract with additional six million dollars of funding. At its October 8th, 2015 meeting the CFX Board passed an interim measure which did not extend the Shutts contract, but authorized additional funding of two million dollars (\$2,000,000).

At this time our office is recommending a one year extension to each contract with additional funding of one million dollars (\$1,000,000) to the WHWW contract and four million dollars (\$4,000,000) to the Shutts contract.

This will carry each contract forward until February 27, 2017 by which time we would expect that significant progress will have been achieved in closing out the assigned parcels.

JLP/ml Attachments

cc: Claude Miller, Procurement



### CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Right of Way Counsel Services

Contract No: 000427

This Supplemental Agreement No. 2 entered into this \_\_\_ day of \_\_\_\_, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A., (the "Legal Consultant"), the same being supplementary to the Agreement between the aforesaid, dated August 8, 2007, for right of way counsel services, (the Contract").

- 1. CFX wishes to extend the term of the Contract to February 27, 2017, to complete the required services and increase in the Contract amount by \$1,000,000.00. Rates currently being paid to Legal Consultant shall remain unchanged.
- 2. Legal Counsel hereby agrees to the extension of the Contract term and the increase in the Contract amount.
- 3. CFX and Legal Counsel agree that this Supplemental Agreement No.2 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No.2; that acceptance of this Supplemental Agreement No.2 signifies Legal Consultant's waiver of all future rights for additional compensation which is not already defined herein.
- 4. This Supplemental Agreement No. 2 is necessary to extend the term of the Contract to completion of the required services and to provide additional compensation.

SUPPLEMENTAL AGREEMENT NO. 2
Contract Name: Right of Way Counsel Services
Contract No.: 000427
Amount of Changes to this document: \$1,000,000.00
This Supplemental Agreement No.2 entered into as of the day and year first written above.
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: Director of Procurement
Date:
Approved as to Form and Execution:
General Counsel for CFX
WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
Signature
Print Name:

Title:

### CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Right of Way Counsel Services

Contract No: 000930

This Supplemental Agreement No. 4 entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and SHUTTS & BOWEN, LLP (the "Counsel"), the same being supplementary to the contract between the aforesaid, dated February 27, 2013, for Right of Way Counsel Services, (the "Agreement").

- 1. CFX has determined it necessary to extend the term of the Contract to February 27, 2017, and to increase the Contract amount by \$4,000,000.00 in order to continue the required services to completion. Rates currently being paid to Counsel shall remain unchanged during the extension.
- 2. Counsel hereby agrees to the extension of the Contract term and the increase in the Contract amount.
- 3. CFX and Counsel agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No. 4 signifies Counsel's waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.
- 4. This Supplemental Agreement No. 4 is necessary to extend the term of the Contract and to provide additional compensation to completion of the required services.

Contract Name: Right of Way Counsel Services
Contract No.: 000930
Cost: \$4,000,000.00
This Supplemental Agreement No. 4 entered into as of the day and year first written above.
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By:  Director of Procurement
SHUTTS & BOWEN, LLP
By:
Print Name
Title:
Witness:
Date:
Approved as to form and execution, only.
General Counsel for CFX

SUPPLEMENTAL AGREEMENT NO. 4



January 19, 2016

25 JAW 16 PH12:56

Linda Brehmer Lanosa, Deputy General Counsel Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Re: Case No.:2014-CA-003698-O Parcel 170, VIP Properties, LLC

Dear Ms. Lanosa,

Please find enclosed the following:

- 1. Respondent's, VIP Properties, LLC, Notice of Serving Reverse Offer of Judgment
- 2. Respondent's, VIP Properties, LLC, Reverse Offer of Judgment for Parcel 170

If you have any questions please feel free to contact our office.

Very truly yours,

Stephanie Tate

Paralegal to Thomas P. Callan, Esq.

enclosures as stated

### IN THE NINTH CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

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

25 JAN 16 PK12:56

Division 39	

DARRELL D. REID and KATIE J. REID, ETC., et al.,

VS.

Petitioner.

Parcel No. 170 VIP Properties, LLC

CASE NO.: 2014-CA-003698-O

Respondents.

### RESPONDENT'S, VIP PROPERTIES, LLC, NOTICE OF SERVING REVERSE OFFER OF JUDGMENT

The Respondent, VIP PROPERTIES, LLC by and through its undersigned counsel, hereby gives Notice of Service of its Reverse Offer of Judgment.

#### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 19th day of January, 2016, a true and correct copy of the foregoing has been filed with the Florida Courts E-Filing Portal. I further certify that the foregoing document was sent to the following email addresses: dshontz@shutts.com; hmorlan@shutts.com; tmartin@shutts.com; mfarmer@shutts.com;

CALLAN LAW FIRM, P.A.

By: /s/ Thomas P. Callan
Thomas P. Callan, Esq.
Florida Bar No. 729050
921 Bradshaw Terrace
Orlando, FL 32806
Telephone: (407) 426-9141
Fax: (407) 426-0567
tcallan@callanlaw.com
efilings@callanlaw.com
dttorney for Respondent,
VIP Properties, LLC

### IN THE NINTH CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state under the laws of the State of Florida

CASE NO.: 2014-CA-003698-O

Subdivision 39

Parcel No. 170 VIP Properties LLC

Petitioner,

VS.

DARRELL D. REID and KATIE J. REID, ETC., et al.,

Respondents.

#### RESPONDENT'S, VIP PROPERTIES, LLC, REVERSE OFFER OF JUDGMENT FOR PARCEL 170

COMES NOW, Respondent, VIP PROPERTIES, LLC, by and through its undersigned counsels, serves this Reverse Offer of Judgment on Petitioner, ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, and states as follows:

- This Reverse Offer of Judgment is made to Petitioner pursuant to Section 73.032,
   Florida Statutes and the provisions of Rule 1.442, Florida Rules of Civil Procedure.
- 2. Respondent offers to have a judgment entered against it for the payment of compensation by Petitioner to the Respondent, in the total amount of \$62,000, which sum settles all pending claims between the parties in this condemnation action regarding Parcel 170, including interest, but exclusive of attorney's fees and costs.

CASE NO.: 2014-CA-003698-O

#### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 19th day of January, 2016, a true and correct copy of the foregoing was sent via U.S. mail to Central Florida Expressway Authority at 4974 ORL Tower Road, Orlando, Florida 32807. I further certify that the foregoing document was sent to the following email address: <a href="mailto:linda.lanosa@cfxway.com">linda.lanosa@cfxway.com</a>.

CALLAN LAW FIRM, P.A.

By: /s/ Thomas P. Callan
Thomas P. Callan, Esq.
Florida Bar No. 729050
921 Bradshaw Terrace
Orlando, FL 32806
Telephone: (407) 426-9141
Fax: (407) 426-0567
tcallan@callanlaw.com
efilings.clfpa@gmail.com
efilings@callanlaw.com
Attorney for Respondent,
VIP Properties, LLC