

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

***AMENDED Agenda**
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RIGHT-OF-WAY COMMITTEE
September 23, 2015
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** – August 26, 2015 **TAB A**
Requesting approval of the 8/26/15 minutes. **Action Item.**

4. **S.R. 528 (NEO LAND, LLC) BEACHLINE PROJECT (PROJECT 528-1240)**
PARCELS 108/708 – Jay W. Small, Mateer Harbert, P.A. **TAB B**
Requesting the Committee's recommendation for Board approval of the proposed negotiated purchase agreement. **Action Item.**

5. **S.R. 429 (HOLDER & STRITE CORPORATION) WEKIVA PARKWAY PROJECT**
(PROJECT 429-202) PARCELS 275 & 279 **TAB C**
Trippe Cheek, Winderweedle, Haines, et. al.
Requesting the Committee's recommendation for Board approval of the proposed statutory business damage counter-offer. **Action Item.**

6. **S.R. 528 - BEACHLINE PROJECT (PROJECT 528-1240)** - Deborah Keeter, Atkins **TAB D**
Condition Precedent to Conveyance of Rail Easement over the Existing SR 528
Right of Way to All Aboard Florida. **Info. Item**

7. **S.R. 429 (DURRANCE & ASSOCIATES, P.A.) WEKIVA PARKWAY PROJECT**
(PROJECTS 429-202, 203, 204, 205 & 206) - David A. Shontz, Shutts & Bowen **TAB E**
Requesting the Committee's recommendation for Board approval of the proposed Second Agreement for Appraisal Services in the amount of \$200,000. **Action Item.**

8. **S.R. 429 (PINEL & CARPENTER, INC.) WEKIVA PARKWAY PROJECT**
(PROJECTS 429-202, 203, 204, 205 & 206) - David A. Shontz, Shutts & Bowen **TAB F**
Requesting the Committee's recommendation for Board approval of the proposed Second Agreement for Appraisal Services in the amount of \$200,000. **Action Item.**

CONTINUED ON PAGE 2

***AMENDED Agenda
RIGHT-OF-WAY COMMITTEE
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9. **RIGHT OF WAY LEGAL COUNSEL – PROPOSED SUPPLEMENTAL AMENDMENT NO. 3 FOR SHUTTS & BOWEN, LLC CONTRACT NO. 000930**
David Shontz, Shutts & Bowen & Joe Passiatore, CFX **TAB G**
Review of proposed Supplemental Amendment to legal services contract with Shutts & Bowen, LLC for condemnation on Wekiva Parkway parcels. **Action Item.**
- *10. **S.R. 429 (TYSZKO) WEKIVA PARKWAY PROJECT (PROJECT 429-203)**
PARCEL 228 – *Sidney Calloway, Shutts & Bowen & Linda Brehmer Lanosa, CFX* **TAB H**
Requesting the Committee's recommendation for Board approval of an offer of judgment in the amount of \$81,240. **Action Item.**
11. **OTHER BUSINESS**
12. **ADJOURNMENT**

This meeting is open to the public.

Note: Any person who decides to appeal any decision made at this meeting will need record of the proceedings and for that purpose, may need to ensure that a verbatim record of the proceedings is made which includes the testimony any evidence upon which the appeal is to be based, per Florida Statute 286.0105.

MEETING NOTICE

Central Florida Expressway Authority RIGHT-OF-WAY COMMITTEE MEETING

DATE: September 23, 2015

TIME: 2:00 p.m.

LOCATION: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
CFX Boardroom

Members of the Right-of-Way Committee:

Sandy Minkoff, Lake County Representative, Committee Chair
John Terwilliger, Orange County Representative
Laurie Botts, City of Orlando Representative
Brett Blackadar, Seminole County Representative
Frank Raymond, Osceola County Representative

Section 286.015, 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 will need a record of the proceedings, and that, for such purpose, he 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.

Posted 9/5/2015 at CFX Administration Building

Tab A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY Right of Way Committee Meeting August 26, 2015

Committee Members Present:

Sandy Minkoff, Lake County Representative, Chairman
Frank Raymond, Osceola County Representative
John Terwilliger, Orange County Representative
Laurie Botts, City of Orlando Representative
Brett Blackadar, Seminole County Representative

CFX Staff Present:

Laura Kelley, Executive Director
Linda Lanosa, Deputy General Counsel
Michelle Maikisch, Chief of Staff/Chief of Public Affairs
Mimi Lamaute, Paralegal/Recording Secretary

Others Present:

Neil Newton, Seminole County
David Shontz, Shutts & Bowen
Trippe Cheek, Winderweedle, Haines, et al
Haylee O' Dowd, Winderweedle, Haines, et al
James Spoonhour, Lowndes Droskick Doster Kantor & Reed
Brendan Lynch, Lowndes Droskick Doster Kantor & Reed
Tom Callan, Callan Law Firm

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

A motion was made by Mr. Terwilliger and seconded by Ms. Botts to approve the minutes of the July 22, 2015 Right of Way Committee meeting as presented. The motion carried unanimously with five members present and voting AYE by voice vote.

Mr. Minkoff introduced Melanie Marsh in the audience. Ms. Marsh is the alternate for the Lake County Right of Way Committee representative.

For the benefit of new committee members Frank Raymond and Melanie Marsh, Deputy General Counsel Linda Brehmer Lanosa pointed out the requirements in FS Chapter 286, Public Records Act, Florida Code of Ethics and CFX Ethics Policy to which all CFX committee members must abide by. She provided copies of the relevant laws.

Ms. Lanosa also mentioned that the Board approved a change to the Committee Charter. Committee members no longer have to abstain from voting on matters directly impacting their respective jurisdictions. She also explained that the committee appointments are made by the commission of the respective jurisdictions or in accordance with their policies.

Item 4: S.R. 429 (HARVEY D. HOOD) WEKIVA PARKWAY PROJECT 429-203 - PARCEL 193

Mr. Shontz of Shutts & Bowen sought the Committee's recommendation for approval of a settlement for Parcel 193. This parcel is a little unusual in that the owners are unable to be located. Prineet Sharma, Esquire, was appointed by the Court as Attorney Ad Litem to represent the interests of the unnamed heirs to Harvey D. Hood and to handle the resolution of this parcel.

Mr. Sharma filed an Answer on behalf of the Hood Estate and conducted searches, but was unable to locate any living heirs. Mr. Sharma then reviewed and analyzed comparable sales and values of property in the area and analyzed the highest and best use. Based upon his analysis, Mr. Sharma offered to resolve the acquisition of Parcel 193 for \$6,000 or \$1,500 over the appraised value on behalf of CFX. As Attorney Ad Litem, Mr. Sharma is compensated on an hourly basis, pursuant to statute. His attorney's fees total \$6,985 for total settlement of Parcel 193 at \$12,985, inclusive of all fees and costs.

The committee members asked questions regarding Mr. Sharma's hourly rate and the investigation of the heirs, which were answered by Mr. Shontz.

A motion was made by Ms. Botts and seconded by Mr. Terwilliger to recommend to the CFX Board the approval of the proposed settlement agreement with a total settlement amount of \$12,985 in full settlement of all claims for compensation for the acquisition of Parcel 193. The motion carried unanimously with five members present and voting AYE by voice vote.

Item 5: S.R. 429 (DAVIS D/B/A BAY HILLS EQUESTRIAN CENTER) WEKIVA PARKWAY PROJECT 429-203 - PARCEL 197

Mr. Spoonhour of Lowndes Droskick Doster Kantor & Reed explained the circumstances of this settlement for business damages. Vickie Davis is a tenant on a portion of Parcel 197, which is owned by Hills Equestrian Center. Ms. Davis is represented by Kurt Ardaman of the Fishback Dominick law firm.

Ms. Davis originally submitted a business damage claim to CFX in the amount of \$616,345.78. CFX countered with an offer of \$30,000, exclusive of attorney and expert fees and costs. After a series of conversations with Mr. Ardaman, he and his client have agreed to a settlement of \$85,000 inclusive of attorney and expert fees/costs. This settlement is conditioned on payment by the end of September 2015.

Mr. Ardaman reserves the right to seek apportionment for Ms. Davis at the end of the valuation case, which is currently scheduled for trial in March 2016. The right to seek apportionment applies to the property owner (Project Orlando, LLC), the tenant and the three lenders with mortgages or other claims on the property.

At the time of Mr. Spoonhour's prior recommendation to the Right of Way Committee for approval of the initial offer of \$30,000, he estimated legal and expert fees through trial would run up to \$130,000. Currently the business damages claim is set for jury trial in April 2016. A settlement reached now will eliminate the need for this jury trial and be of significant cost savings to CFX in the long run, as well as avoiding the risk of a higher recovery at trial.

Mr. Spoonhour recommends approval of this settlement.

The committee members asked questions regarding the business damages claim and settlement, which were answered by Mr. Spoonhour.

A motion was made by Mr. Terwilliger and seconded by Mr. Raymond to recommend to the CFX Board the approval of the proposed settlement of \$85,000 inclusive of attorney and expert fees/costs for business damages claim with Vickie Davis relating to Parcel 197. The motion carried unanimously with five members present and voting AYE by voice vote.

Item 6: S.R. 29 (KORUS ORCHID CORPORATION) WEKIVA PARKWAY PROJECT 429-202 – PARCEL 120

Mr. Cheek of Winderweedle, Haines Ward & Woodman sought the Committee's recommendation for Board approval of a settlement with Korus Orchid Corporation for the acquisition of Parcels 120 Parts A and B for the construction of the S.R. 429 Wekiva Parkway Project 429-202.

This case involves the taking of a relatively new and quite financially successful orchid nursery, improved with state-of-the-art greenhouse and orchid nourishment systems. The owner has submitted two appraisals for this parcel in excess of \$6 million each for the real estate interest alone. The recommended settlement would conclude litigation and result in a savings of over \$4.7 million from the total amount of damages and compensation claimed by the owner and the owner's experts for the taking of this parcel.

Korus's property consists of approximately 14,836 acres on which it operated an orchid nursery business since early 2001. CFX is acquiring 8.216 acres through the middle of Korus's property, leaving a 4.793 acre remainder on the east side of the expressway and a 1.827 acre remainder on the west side. Mr. Cheek showed the location of the property on a map.

Korus qualified for, and the parties have resolved, business damages for this case. Korus submitted a business damage claim for \$5,850,000 and CFX filed a counteroffer in the amount of \$3,611,000. Korus accepted CFX's counteroffer and the Court entered partial Final Judgment in the amount of \$3,611,000 on March 19, 2015, thereby resolving the business damage claims, excluding attorneys' fees and costs.

The remaining issues in this case concern the value of the real estate claims including:

1. The value of the land taken
2. The value of the improvements taken
3. Severance damages to the remaining land, including the west 1.8 acre remainder and the east 4.973 acre remainder
4. Severance damages to the remaining improvements, including the Phase 1 greenhouses on the east remainder and the residence on the west remainder
5. Cost to implement a partial cure plan

Mr. Cheek provided a synopsis of CFX and Korus's appraisal opinions.

- CFX's appraisal of the property was prepared by Walter Carpenter of Pinel and Carpenter, Inc. at \$2,240,015
- Korus retained the services of two appraisers:
 - Rick Dreggors of Calhoun, Dreggors & Associates appraised the property at \$6,205,800
 - Dan DeRango of DeRango, Best & Associates appraised the property at \$6,400,022

The parties participated in court-required mediation on August 10, 2015 and entered into a Mediated Settlement Agreement pending CFX Right of Way Committee and Board approval. The parties have conditionally agreed to resolve the case in the amount of \$3,963,125.

The Mediated Settlement Agreement provides that the Court will retain jurisdiction to determine expert and attorney fees and costs in this case. Korus was unable to provide such information due to vacation schedules and other issues. With a trial date of October 26 and a Pre-Trial Conference of September 21, it was necessary to place this proposed settlement on the September 10 agenda for scheduling purposes and placement on the September agenda was a condition of the Mediated Settlement Agreement.

The Committee members asked questions regarding the damages, whether the residual property is usable, questions about property access, and whether a second appraisal was considered. These questions were answered by Mr. Cheek.

There was some discussion regarding the expert fees and costs which have not been submitted by Korus as of this date. There was discussion as to the remedies if the Committee and/or Board does not agree to the expert fees and costs. Korus' attorney, Mr. Thomas Callan addressed the Committee. He anticipates that the expert fees and costs will be submitted to CFX in a week or so.

Since placement on the September Board Meeting agenda is a condition of the Mediated Settlement Agreement, this matter must be considered by the Right of Way Committee today for Board approval on September 10.

Ms. Botts suggested that the Committee vote on the Mediated Settlement today subject to receipt of the expert fees and costs prior to the September 10 Board meeting. Mr. Callan consented to Ms. Bott's proposal.

A motion was made by Ms. Botts and seconded by Mr. Raymond to approve the Mediated Settlement for Parcel 197, subject to receipt of the breakdown of expert fees and costs by one week from today so that the information can be included in the September 10 Board meeting package for the Board's consideration for approval of the Mediated Settlement.

Mr. Minkoff expressed his reservations in this matter. He mentioned his dislike of the road design in this area and the fact that it split this business into parts. He also commented that he does not like the fact that we did not get a second appraisal when we were faced with a difference of appraisals. He is averse to paying twice the amount of our appraisal and thinks that sometimes a jury is better to decide a case like this.

Mr. Terwilliger commented that this is a typical lawyer settlement where you take the high and low appraisal and divide by two. He had a lengthy discussion with Mr. Cheek and he understands Mr. Cheek's reservations about trying this case in court. He doesn't think that going to trial will result in a lower settlement and on top of that, may result in additional costs on both sides. He is disappointed that in three weeks' time we could not get expert fees and costs.

Ms. Botts has had discussions with Mr. Cheek as well. She expressed concern about the design of the roadway and the fact that we have left a house right next to an expressway. She believes that the design should have been looked at more carefully in this situation.

Mr. Raymond also has spoken to Mr. Cheek. As to the damages, he doesn't know how we could have handled it differently. He recommends taking the settlement because it is financially prudent in terms of risk. It troubles him that we received an estimate from our appraiser that shows zero for damages and the other two appraisers show \$1.5 million and almost \$2 million.

The motion carried 4 to 1 with Mr. Raymond, Mr. Terwilliger, Ms. Botts and Mr. Blackadar voting AYE by voice vote and Mr. Minkoff voting NO by voice vote.

Mr. Minkoff requested that the draft minutes of the Right of Way Committee be sent to the Board prior to the September 10 Board meeting, for their information.

The breakdown on the expert fees and costs were received and sent to the Board and Right of way Committee via email, (attached).

Item 7: S.R. 429 (CALHOUN) WEKIVA PARKWAY PROJECT 429-203 – PARCEL 217

Deputy General Counsel Ms. Linda Brehmer Lanosa stated that at the May 27, 2015 meeting the Right of Way Committee approved an Offer of Judgment as to Parcel 217 in the amount of \$612,000, or \$102,000 above the appraised value of the property. Ms. Lanosa reported that the owners, William and Dessie Calhoun, have accepted the offer. This closes out full compensation for this parcel, excluding attorney's fees and costs.

(This item was presented for information only. No action was taken by the Committee.)

Item 8: OTHER BUSINESS

Ms. Lanosa presented information regarding two parcels located on Wekiva Parkway Project 429-203 and requested authorization to serve offers of judgment on these parcels to avoid additional liability for the owners' expert fees and costs. The case is set for trial on October 26, 2015.

Parcel 209

Owners: William H. Kelly, Sr. and Dorothy B. Kelly

Parcel 209 is a total taking of 0.2626 acres of unimproved property zoned A-1 (Citrus Rural District). The property was valued at \$1.40/sq. ft. or a total of \$16,000 by Walter Carpenter, Jr. with a date of valuation of July 31, 2014.

Parcel 221

Owner: William H. Kelly, Sr. as Trustee

Parcel 221 is a total taking of 11.523 acres of unimproved property zoned A-1 (Citrus Rural District) along the north side of West Kelly Park Road, west of Plymouth Sorrento Road in unincorporated Orange County. Mr. Carpenter appraised Parcel 221 with a highest and best use "to hold for future development with a reasonably probable demand for future neighborhood mixed-used commercial

development as the market dictates and utilities allow." Applying the comparable sales approach, Mr. Carpenter estimated the land value to be \$1.40/sq. ft. or \$703,000.

The owner's real estate appraiser, Martin Engelmann, Jr. valued Parcels 209 and 221 at \$8.25/sq. ft., comprising 513,380 sq. ft. for both parcels, for the sum of \$4.2 million as his opinion of value. His valuation conclusion is based upon using land sales transactions that occurred at fully completed highway interchanges, which he asserts are "comparable" to the subject parcels. The property owner Mr. Kelly, however has claimed in a written letter that he believes his vacant property is worth even more, i.e. \$10/sq. ft. which effectively totals approximately \$5.1 million.

Ms. Lanosa requested the Committee's recommendation for Board approval of offers of judgment as to Parcels 209 and 221 in the amount of \$2.00/sq. ft., or \$23,000 and \$1,004,000 respectively, excluding interest, attorney's fees, expert fees and costs or some other amount determined by the Committee to be in the best interest of the Authority.

The Committee members asked questions regarding the basis of the owner's appraisals, which were answered by Ms. Lanosa and David Shontz of Shutts & Bowen. Mr. Shontz also provided information regarding these parcels. He mentioned that the Chapman Parcel has similar issues and may impact the ruling on these two parcels.

A motion was made by Mr. Terwilliger and seconded by Ms. Botts to recommend Board approval to serve offers of judgment as to Parcels 209 and 221 in the amount of \$2.00/sq. ft., or \$23,000 and \$1,004,000 respectively, excluding interest, attorney's fees, expert fees and costs. The motion carried unanimously with five members present and voting AYE by voice vote.

Item 8: ADJOURNMENT

Chairman Minkoff adjourned the meeting at 3:06 p.m.

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.

Mimi Mederos-Lamaute

From: Darleen Mazzillo
Sent: Wednesday, September 02, 2015 3:34 PM
To: Frank.Raymond@osceola.org; John Terwilliger (John.Terwilliger@ocfl.net); Laurie Botts (laurie.botts@cityoforlando.net); Brett Blackadar (bblackadar@seminolecountyfl.gov); Sandy Minkoff; Marsh, Melanie
Cc: Linda Lanosa; Joseph Berenis; Joe Passiatore; Laura Kelley; Mimi Mederos-Lamaute; Brenda Carey; Fred Hawkins, Jr.; Jay Madara; Mayor Dyer; Michael Scheeringa; S. Scott Boyd; Teresa Jacobs; Walter A. Ketcham Jr.; Welton Cadwell
Subject: CFX R-O-W Committee Minutes
Attachments: 8-26-15 ROW Committee Minutes-draft.pdf; Korus Expert Fees and Costs.pdf

Right-of-Way Committee members,

Attached are the Draft Minutes of the August 26, 2015 CFX Right-of-Way Committee Meeting.

At that meeting the item for Parcel 120 (Korus Orchid Corp.) was approved subject to the receipt of the breakdown of expert fees and costs from Korus so that the information could be included in the September 10 Board meeting agenda package. We have received the breakdown on the expert fees and costs (attached).

In addition, the Committee directed that the draft R-O-W Committee minutes be sent to the CFX Board prior to the next Board meeting. Therefore, I have copied the Board members on this email.

This matter will be presented for approval under the Consent Agenda at the September 10 Board Meeting.

Darleen Mazzillo
Executive Assistant
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807
Phone: 407-690-5310
Fax: 407-690-5034
Email: Darleen.Mazzillo@CFXWay.com

PLEASE NOTE: Florida has a very broad public records law (F.S. 119). All e-mails to and from the Expressway Authority are kept as a public record. Your e-mail communications, including your e-mail address, may be disclosed to the public and media at any time.

Korus Orchid Real Estate Claim Experts Fees and Costs		
Client:		
Korus Orchid		
Case:		
2014-CA-4729-O Parcel 120		
Initial Date:		
March 19, 2015		
Prepared Date:		
September 2, 2015		
	Total Amount Due	
1. Robert Carr (Brandon Construction Co.)	\$11,270.00	Invoice Dated 8-7-15
2. Mike Grandey (IB&S)	\$2,850.00	Invoice Dated 3-16-15
3. Joshua Harris (Lakemont Group)	\$16,380.00	Invoice Dated 8-8-15
4. Jim Hall (VHB)	\$12,693.77	Invoice Dated 8-10-15
5. Richard Dreggors (Calhoun, Dreggors, & Associates)	\$63,954.00	Invoice Dated 8-7-15
6. Dan DeRango (DeRango, Best & Associates)	\$25,319.00	Invoice Dated 9-1-15
Callan Law Firm	\$1,865.89	
EXPERT TOTAL COSTS	\$134,332.66	

Korus Orchid Business Damage			
Summary of Costs			
Client: Korus Orchid			
Case: 2014-CA-2729-O; Parcel 120			
Initial Date: May 21, 2015			
Date: August 27, 2015			
	Total Business (Final)		
	Amount	Inv. #	Date
Sang N. Harris	\$22,500.00	113	
Chun K. Choi	\$5,250.00		3/3/15
Charles Cawthra	\$16,800.00		1/15/15
(Cawthra Consulting & Appraisals, Inc)			
Daniel Morris	\$10,221.75	193008B-1	2/10/15
(MEI Civil, LLC)			
Lloyd Morgenstern	\$40,671.25		1/27/15
(Morgenstern Phiifer & Messina, P.A.			
Duke Parrish	\$21,050.00	8781	9/15/14
(Parrish & Parrish)			
Rod W. Hollingsworth	\$4,100.00	INV15-1026	2/3/15
(Sun Bulb Company, Inc)			
Paul Linder	\$2,975.00		
(Griffin & Linder, P.A.)			
Robert Scott	\$20,812.50		
(Juris Corporation)	\$1,572.50	9667	2/3/14
	\$832.50	9675	3/4/14
	\$832.50	9680	3/27/14
	\$832.50	9682	4/24/14
	\$6,382.50	9694	7/31/14
	\$1,480.00	9703	9/19/14
	\$2,312.50	9705	10/16/14
	\$2,035.00	9711	12/2/14
	\$3,792.50	9718	2/3/15
	\$740.00	9725	3/10/15
	\$20,812.50	subtotal	
Experts Total:	\$144,380.50		
Callan Law Firm Costs	\$7,500.00		
TOTAL COSTS	\$151,880.50		

Exhibit 1



Brandon Construction Company
GENERAL CONTRACTORS, INC.

CGC 022908

555 Palm Harbor Blvd, Palm Harbor, FL 34683

P: (727)-784-6378

F: (727)-789-3498

INVOICE

February 2, 2015

Thomas P Callan
Callan Law Firm, PA
921 Bradshaw Terrace
Orlando, FL 32806

RE: Korus Orchid

Hourly Billing through 02/02/15

Date	Description	Position	Hours	Rate	Total
7/1/2014	Conference Call with Attorney	Principal	0.5	\$140.00	\$ 70.00
7/3/2014	Site Visit / Photo	Principal	5.0	\$140.00	\$ 700.00
7/3/2014	Meet With Owner	Principal	1.0	\$140.00	\$ 140.00
7/7/2014	Review Documents	Principal	2.5	\$140.00	\$ 350.00
7/9/2014	Take Offs, Cost of Reproduction	Principal	3.0	\$140.00	\$ 420.00
7/11/2014	Sub Calls/Research	Principal	2.0	\$140.00	\$ 280.00
7/14/2014	Conference Call With Team	Principal	0.5	\$140.00	\$ 70.00
7/22/2014	Take Offs, Cost of Reproduction	Principal	3.0	\$140.00	\$ 420.00
7/22/2014	Take Offs, Items In Take	Principal	1.5	\$140.00	\$ 210.00
7/29/2014	Permits/Fees, Research	Principal	2.0	\$140.00	\$ 280.00
9/26/2014	Sub Calls/Research	Principal	1.5	\$140.00	\$ 210.00
10/14/2014	Recap Cost of Reproduction	Principal	3.0	\$140.00	\$ 420.00
10/16/2014	Recap Items In Take	Principal	1.5	\$140.00	\$ 210.00
10/20/2014	Conference Call With Team	Principal	0.5	\$140.00	\$ 70.00
10/21/2014	Greenhouse Cost Research	Principal	2.0	\$140.00	\$ 280.00
10/31/2014	Site Visit / Field Notes - Robert	Principal	6.0	\$140.00	\$ 840.00
10/31/2014	Site Visit / Field Notes - David	Principal	6.0	\$140.00	\$ 840.00
11/8/2014	Review Drafts - David Brandon	Principal	1.0	\$140.00	\$ 140.00
11/13/2014	Conference Call With Team	Principal	1.5	\$140.00	\$ 210.00
11/28/2014	Draft to Attorney	Principal	0.5	\$140.00	\$ 70.00
12/1/2014	Conference Call with Attorney	Principal	0.5	\$140.00	\$ 70.00
12/2/2014	Conference Call With Team	Principal	1.0	\$140.00	\$ 140.00
12/11/2014	Review Documents	Principal	1.5	\$140.00	\$ 210.00
12/12/2014	Conference Call With Team	Principal	1.0	\$140.00	\$ 140.00
12/17/2014	Review Cure Plan	Principal	1.0	\$140.00	\$ 140.00
12/17/2014	Take Offs, Recap Cure	Principal	2.5	\$140.00	\$ 350.00
12/18/2014	Conference Call with Engineer	Principal	1.0	\$140.00	\$ 140.00
12/18/2014	Greenhouse Cost Updates	Principal	2.5	\$140.00	\$ 350.00
12/18/2014	Update Estimates	Principal	2.5	\$140.00	\$ 350.00
12/22/2014	Conference Call With Team	Principal	0.5	\$140.00	\$ 70.00
1/8/2015	Conference Call With Team	Principal	1.0	\$140.00	\$ 140.00
1/9/2015	Revisions to Attorney	Principal	1.5	\$140.00	\$ 210.00
			61.0		\$ 8,540.00

INVOICE**August 7, 2015**

Thomas P. Callan
Callan Law Firm, PA
921 Bradshaw Terrace
Orlando, FL 32806

RE: **Korus Orchid**
Hourly Billing including deposition

<u>Date</u>	<u>Description</u>	<u>Position</u>	<u>Hours</u>		<u>Rate</u>		<u>Total</u>
7/1/2014	Conference call with attorney	Principal	0.5	\$	140.00	\$	70.00
7/3/2014	Site visit/photo	Principal	5.0	\$	140.00	\$	700.00
7/3/2014	Meet with owner	Principal	1.0	\$	140.00	\$	140.00
7/7/2014	Review Documents	Principal	2.5	\$	140.00	\$	350.00
7/9/2014	Take offs, cost of reproduction	Principal	3.0	\$	140.00	\$	420.00
7/11/2014	Sub calls/research	Principal	2.0	\$	140.00	\$	280.00
7/14/2014	Conference call with team	Principal	0.5	\$	140.00	\$	70.00
7/22/2014	Take offs, cost of reproduction	Principal	3.0	\$	140.00	\$	420.00
7/22/2014	Take offs, Items in Take	Principal	1.5	\$	140.00	\$	210.00
7/29/2014	Permits/fees, research	Principal	2.0	\$	140.00	\$	280.00
9/26/2014	sub calls/research	Principal	1.5	\$	140.00	\$	210.00
10/14/2014	Recap cost of reproduction	Principal	3.0	\$	140.00	\$	420.00
10/16/2014	Recap items in take	Principal	1.5	\$	140.00	\$	210.00
10/20/2014	Conference call with team	Principal	0.5	\$	140.00	\$	70.00
10/21/2014	Greenhouse cost research	Principal	2.0	\$	140.00	\$	280.00
10/31/2014	Site visit/field notes - Robert	Principal	6.0	\$	140.00	\$	840.00
10/31/2014	Site visit/field notes - David	Principal	6.0	\$	140.00	\$	840.00
11/8/2014	Review drafts - David Brandon	Principal	1.0	\$	140.00	\$	140.00
11/13/2014	Conference call with team	Principal	1.5	\$	140.00	\$	210.00
11/26/2014	Draft to attorney	Principal	0.5	\$	140.00	\$	70.00

<u>Date</u>	<u>Description</u>	<u>Position</u>	<u>Hours</u>		<u>Rate</u>		<u>Total</u>
12/1/2014	Conference call with attorney	Principal	0.5	\$	140.00	\$	70.00
12/2/2014	Conference call with team	Principal	1.0	\$	140.00	\$	140.00
12/11/2014	Review Documents	Principal	1.5	\$	140.00	\$	210.00
12/12/2014	Conference call with team	Principal	1.0	\$	140.00	\$	140.00
12/17/2014	Review cure plan	Principal	1.0	\$	140.00	\$	140.00
12/17/2014	Take offs, recap cure	Principal	2.5	\$	140.00	\$	350.00
12/18/2014	Conference call with Engineer	Principal	1.0	\$	140.00	\$	140.00
12/18/2014	Greenhouse cost updates	Principal	2.5	\$	140.00	\$	350.00
12/18/2014	Update estimates	Principal	2.5	\$	140.00	\$	350.00
12/22/2014	Conference call with team	Principal	0.5	\$	140.00	\$	70.00
1/8/2015	Conference call with team	Principal	1.0	\$	140.00	\$	140.00
1/9/2015	Revisions to attorney	Principal	1.5	\$	140.00	\$	210.00
7/30/2015	Team meeting/Orlando	Principal	8.0	\$	140.00	\$	1,120.00
8/3/2015	Review Equip Appraisals	Principal	2.0	\$	140.00	\$	280.00
8/13/2015	Travel/Orlando	Principal	5.0	\$	140.00	\$	700.00
8/13/2015	Deposition	Principal	3.0	\$	210.00	\$	630.00
		Total	79.0			\$	11,270.00

Exhibit 2



P.O. Box 670
Apopka, FL 32704
407-889-4147
Fax 407-889-0453

"Serving the Agricultural Industry Since 1966"

www.imperialbuilders.com

March 16, 2015

Korus Orchids

Invoice for hours spent on project

6/12/14 Job site visits and estimates	5 hrs		
7/11/14 Reviews	2 hrs		
7/22/14 Job site visits and estimates	3 hrs		
8/28/14 Estimating	1 hrs		
10/14/14 Drafting estimates	2 hrs		
12/1/14 Meeting w/Callen and Dreggors	1 hrs		
1/8/15 Drafting proposal	2 hrs		
1/12/15 Re-drafting proposal/conference call	2.25 hrs		
1/16/15 Re-drafting proposal	<u>0.75</u> hrs		
	19 hrs. @ \$150	--	\$2,850.00

Exhibit 3

Lakemont Group

1749 Prospect Ave, Orlando, FL 32814

INVOICE

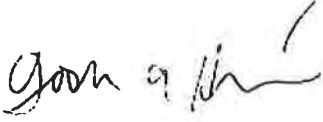
Invoice Number 1
Period Covered –
12/1/13 to 8/7/15

August 8, 2015

To: Thomas Callan
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806
Attn: Accounts Payable

DATES	DESCRIPTION	HOURS	RATE	AMOUNT
See Attached	Client: Korus Orchid Corporation Matter: (1750 Plymouth Sorrento Rd, Apopka FL) Meetings and calls with attorneys and clients and review of documents.	8.8	\$350.00	\$ 3,080.00
See Attached	Physical inspections of building and site and market area and corridor.	3.7	\$350.00	\$ 1,295.00
See Attached	Background research, preparation, and writing of Economic and Market Analysis of subject site and market.	34.3	\$350.00	\$ 12,005.00
	SUB TOTAL:			\$ 16,380.00
Expenses	None			\$ 0.00
	TOTAL DUE:			\$ 16,380.00
	Note: Hour Detail Sheet Attached			

Thank you very much for the opportunity to serve.


Joshua A. Harris, Ph. D., CAIA
Managing Partner
Lakemont Group

Payment Instruction via Check:

LAKEMONT GROUP
1749 PROSPECT AVE
ORLANDO, FL 32814

Hour Detail Sheet

Client: Korus Orchid Corporation

Matter: 1750 Plymouth Sorrento Rd, Apopka FL

Person	Date	Time	Description
JH	4/24/2014	1.4	meet with attorneys - Overview of client property, parts being taken
JH	5/1/2014	2.4	Review docs - Condemning Auth. Appraisals, descriptions on takings
JH	10/7/2014	1.6	site tour - View subject property, improvements and land
JH	10/15/2014	3.4	Background Econ Research - collect national/state/local data for report
TS	11/24/2014	2	Data collection - Sales volumes and trends of market area, regional impacts
JH	11/29/2014	2.1	market area tour - Visit and analyze sites/markets around SR429, SR417
JH	12/2/2014	1.5	meet with attorneys - Discuss before and after conditions, details for report
JH	12/10/2014	1.5	meet with Dreggors - Background data on SR429 and history of corridor
TS	1/8/2015	6.3	Data collection/graph creation - Create econ data charts (Section 2/3)
TS	1/9/2015	6.7	Data collection/graph creation - Create local market data charts (Section 1)
JH	1/16/2015	5.5	Report Writing - Draft language of final report
JH	1/16/2015	4.7	Report Writing - Draft language of final report
JH	1/28/2015	4.9	Report Writing - Draft language of final report
JH	2/10/2015	0.6	Call with attorneys - Discuss draft of report and potential additional scope
JH	7/26/2015	1.4	Review docs - Analyze appraisals prepared for Client (Dreggors/Derango)
JH	7/26/2015	0.8	Background Econ Research - Update data on market conditions, local/state
Total		46.8	

Payment Instruction via Check:

LAKEMONT GROUP
1749 PROSPECT AVE
ORLANDO, FL 32814

Exhibit 4



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. Thomas P. Callan
Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Invoice No: **<Draft>**
August 10, 2015
VHB Project No: 61842.00

Invoice Total \$12,693.77

Professional Planning Services for Callan Law/Korus Orchid Corp.

Professional Services Thru August 01, 2015

Professional Personnel

	Hours	Rate	Amount	
Principal 1	22.00	250.00	5,500.00	
Technical/Professional 07	32.50	125.00	4,062.50	
Technical/Professional 05	23.00	125.00	2,875.00	
Technical/Support 5	1.00	95.00	95.00	
Totals	78.50		12,532.50	
Total Labor				12,532.50

Reimbursable Expenses

Postage & Delivery			.51	
Printing			160.76	
Total Reimbursables			161.27	161.27

Total this Invoice **\$12,693.77**

Billings to Date

	Current	Prior	Total
Labor	12,532.50	0.00	12,532.50
Expense	161.27	0.00	161.27
Totals	12,693.77	0.00	12,693.77



101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 08/1/15
Project No.: 61842.00
Project Title: Callan Law/Korus Orchid ED

HALL

12/09/2013	0.5 hrs.	Client meeting
12/19/2013	0.5 hrs.	Client coordination
01/17/2014	1.0 hrs.	Review draft
12/26/2013	0.5 hrs.	Client coordination
01/21/2014	1.0 hrs.	Direct report
05/01/2014	1.0 hrs.	Client meeting
05/05/2014	0.5 hrs.	Client coordination
05/09/2014	1.5 hrs.	Team meeting
07/23/2014	1.0 hrs.	Team meeting
07/25/2014	1.0 hrs.	Team meeting with bus damages
11/13/2014	2.0 hrs.	Team meeting
12/02/2014	2.0 hrs.	Team meeting
01/13/2014	2.0 hrs.	Direct revisions
01/14/2015	1.0 hrs.	Review client comments
01/15/2015	1.0 hrs.	Direct report
01/19/2015	0.5 hrs.	Team coordination; revise report
01/20/2015	3.0 hrs.	Team coordination; revise report
01/23/2015	1.0 hrs.	Client coordination
07/16/2015	1.0 hr.	Client coordination

SHANNON

11/13/2014	2.5 hrs.	Eminent domain meeting at attorney's office
11/24/2014	1.0 hrs.	Report preparation
11/26/2014	1.0 hrs.	Report preparation
12/02/2014	3.5 hrs.	Attended meeting at Callan Law to assess variable alternatives for the taking and updated all GIS maps in DPA



101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 08/1/15
Project No.: 61842.00
Project Title: Callan Law/Korus Orchid ED

12/03/2014	5.5 hrs.	DPA
07/16/15	2.5 hrs.	Reviewed updated appraisals provided by Dreggors, revisions made to reports.
07/30/15	7.0 hrs.	Revisions to Korus Orchid DPA and meeting with Dreggors, DeRango, Morris, Carr, Callan, etc.

HUGHES

01/05/2015	5.0 hrs.	Reviewed draft DPA and map exhibits; began revising maps and report
01/07/2015	1.5 hrs.	Continued work on completing DPA report
01/08/2015	6.0 hrs.	Completed report and map revisions; sent to J. Hall for review
01/14/2015	2.0 hrs.	Revised report per comments received from team appraiser
01/23/2015	1.0 hrs.	Complete additional revisions per comments received from appraiser; send to project team for review.

WANG

08/20/2013	5.0 hrs.	Assembled data and graphics for development potential analysis
08/22/2013	3.0 hrs.	Assembled data and graphics for development potential analysis
08/23/2013	1.5 hrs.	Drafted elements of development potential analysis
08/28/2013	3.5 hrs.	Assembled graphics and drafted elements of development potential analysis
11/22/2013	1.0 hrs.	Updated DPA draft
12/05/2013	1.0 hrs.	Conducted real estate analysis for development potential analysis
01/23/2014	2.0 hrs.	Revised development potential analysis

JACKOWSKI

05/29/2013	1.0 hrs.	Project set up and administration
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Postage - VHB Billing Backup Report

Project Number: 61842.00

Period: 201309

Shipment Date	Quantity	Total Cost
8/15/2013 12:00 PM	1	\$0.46
	Total:	\$0.46

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61842.00

Period: 201309

Date	Location	Job Type	User	Total
8/22/2013	White Plains, NY	OSS LASER PRINTING	LWANG	\$1.43
			Total	\$1.43



Archimedia Solutions Group - VHB Billing Backup Report
125 Liberty Street #301
Danvers, MA 01923

Project Number: 61842.00

Period: 201413

Date	Location	Job Type	User	Total
12/3/2014	Orlando FL	BW Laser Printing	kateshannon	\$3.21
12/2/2014	Orlando FL	Sm Fmt Color Printing	kateshannon	\$28.63
12/3/2014	Orlando FL	Sm Fmt Color Printing	kateshannon	\$18.12
			Total	\$47.96



Archimedia Solutions Group - VHB Billing Backup Report
125 Liberty Street #301
Danvers, MA 01923

Project Number: 61842.00

Period: 201406

Date	Location	Job Type	User	Total
5/9/2014	Orlando FL	Sm Fmt Color Printing	EHUGHES	\$26.63
		Total		\$26.63



Archimedia Solutions Group - VHB Billing Backup Report
125 Liberty Street #301
Danvers, MA 01923

Project Number: 61842.00

Period: 201505

Date	Location	Job Type	User	Total
4/17/2015	Orlando FL	B/W Laser Printing	katieshannon	\$1.16
4/17/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$4.26
			Total	\$5.42



Archimedia Solutions Group - VHB Billing Backup Report
125 Liberty Street #301
Danvers, MA 01923

Project Number: 61842.00

Period: 201508

Date	Location	Job Type	User	Total
7/21/2015	Orlando FL	B/W Laser Printing	katieshannon	\$0.78
7/16/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$27.69
7/21/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$35.17
7/22/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
Total				\$64.71

Exhibit 5

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

August 7, 2015

PREPARED FOR MEDIATION

Thomas P. Callan, Esq.
c/o Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

RE: Owner: Korus Orchid Corp.
Project: Wekiva Parkway
Parcel No.: 120
County: Orange

INVOICE

Meetings/conferences with owner's representative and experts, sales research/analysis, inspect subject property, review depreciation rates for improvements, review/verify sales, review engineering issues, review contractor's costs and cure concepts, review valuation issues, review documents from experts, review expert reports, review/write report, finalize appraisal.

Abrams:	9.00 Hrs. x \$150/Hr.	=	\$ 1,350	
Thomas:	123.75 Hrs. x \$150/Hr.	=	18,562	
Dreggors:	92.25 Hrs. x \$225/Hr.	=	<u>20,756</u>	
Subtotal				\$40,668

Preparation of updated appraisal report.

Thomas:	53.25 Hrs. x \$150/Hr.	=	\$7,987	
Dreggors:	24.50 Hrs. x \$225/Hr.	=	<u>5,512</u>	
Subtotal				\$13,499

Prepare for and attend deposition.

Thomas:	21.75 Hrs. x \$150/Hr.	=	\$3,262	
Dreggors:	29.00 Hrs. x \$225/Hr.	=	<u>6,525</u>	
Subtotal				\$ 9,787
Total				\$63,954

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393
affiliated with Calhoun, Collister & Parham, Inc. of Tampa

OWNER	KORUS ORCHID CORP.	COURTNEY ABRAMS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	120	
COUNTY	ORANGE	

01/05/15	MEETING WITH RICK TO REVIEW LAND SALES; RESEARCH/ANALYSIS OF SALES; WORKED ON WRITE-UPS/EXHIBITS; ANALYSIS OF PD DOCUMENTS.	5.50
01/06/15	ANALYSIS OF SALES; DISCUSS SALES WITH ASSOCIATE.	<u>3.50</u>
	TOTAL HOURS	9.00

OWNER	KORUS ORCHID CORP.	PAUL THOMAS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	120	
COUNTY	ORANGE	

07/23/14	PREPARE FOR AND ATTEND TEAM MEETING WITH TOM CALLAN AND OTHER EXPERTS TO DISCUSS CASE AND INFORMATION NEEDED.	2.50
08/05/14	PROPERTY INVESTIGATION REGARDING FDOT REPORTS, ZONING, SIZE, OCPA; INSPECTION WITH DAN MORRIS.	6.75
08/06/14	LAND SALES RESEARCH IN ORANGE COUNTY.	4.50
08/07/14	CONTINUE LAND SALES RESEARCH.	5.00
09/26/14	CONTINUE LAND SALES RESEARCH.	4.50
10/20/14	CONTINUE LAND SALES ANALYSIS.	5.00
10/22/14	LAND SALES RESEARCH IN SEMINOLE COUNTY.	4.75
11/12/14	CONTINUED LAND SALES RESEARCH.	5.50
11/13/14	INSPECTION OF LAND SALES.	5.75
12/01/14	REVIEW PROPOSED CURE AND IMPACT ON PROPERTY.	2.00
12/02/14	CONTINUE LAND SALES RESEARCH.	4.00
12/19/14	CONTINUE LAND SALES RESEARCH.	4.50
12/20/14	REVIEW OF COST ESTIMATES BY ROBERT CARR; BEGIN ANALYSIS.	5.00
01/05/15	ASSIST RICK DREGGORS WITH PRELIMINARY BEFORE ANALYSIS.	5.50
01/06/15	CONTINUE TO ASSIST RICK DREGGORS WITH BEFORE ANALYSIS.	4.75
01/07/15	CONTINUE BEFORE ANALYSIS; MEETING WITH RICK TO REVIEW.	5.50
01/08/15	CONTINUE ANALYSIS; DISCUSS COST ESTIMATES WITH ROBERT CARR AND MIKE GRANDEY.	5.00
01/09/15	CONTINUE BEFORE ANALYSIS.	5.50
01/12/15	ASSIST RICK DREGGORS WITH AFTER ANALYSIS.	4.75

OWNER	KORUS ORCHID CORP.	PAUL THOMAS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	120	
COUNTY	ORANGE	

01/13/15	ASSIST RICK DREGGORS WITH PREPARATION OF REPORT.	5.00
01/14/15	CONTINUE WITH PREPARATION OF REPORT.	5.25
01/19/15	ASSIST RICK DREGGORS WITH FINAL ANALYSIS.	5.50
01/20/15	ASSIST RICK DREGGORS WITH FINAL ANALYSIS AND REPORT.	4.75
01/21/15	ASSIST WITH PREPARATION OF REPORT.	5.00
01/22/15	EXHIBITS AND EDITS TO REPORT.	3.50
01/23/15	PREPARE EXHIBITS AND ASSIST WITH PREPARATION OF REPORT.	<u>4.00</u>
	SUBTOTAL HOURS	123.75
03/17/15	FILE REVIEW; MEETING WITH RICK DREGGORS.	0.50
06/08/15	REVIEW AND ANALYZE EXPRESSWAY AUTHORITY SALES.	4.50
06/09/15	CONTINUE ANALYSIS OF EXPRESSWAY AUTHORITY SALES.	4.00
06/11/15	CONTINUE REVIEW ON CARPENTER SALES.	4.50
06/12/15	FUNCTIONAL OBSOLESCENCE DAMAGE STUDY.	4.25
06/15/15	CONTINUE DAMAGE STUDY.	5.00
06/16/15	CONTINUE WORK ON DAMAGE STUDY.	4.75
06/17/15	WORK ON DAMAGE STUDY; INSPECTION OF INDUSTRIAL RENT COMPARABLES.	5.00
06/22/15	PREPARATION OF APPRAISAL REPORT.	4.75
06/23/15	PREPARATION OF APPRAISAL REPORT.	4.50
06/24/15	ASSIST RICK ON FINALIZING APPRAISAL REPORT.	4.00
06/25/15	CONTINUE TO ASSIST RICK ON FINALIZING APPRAISAL REPORT.	4.50
06/26/15	EDIT AND REVIEW REPORT.	<u>3.00</u>

OWNER	KORUS ORCHID CORP.	PAUL THOMAS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	120	
COUNTY	ORANGE	

SUBTOTAL HOURS	53.25
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07/27/15	ASSIST RICK DREGGORS WITH UPCOMING DEPOSITION.	4.50
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07/28/15	ASSIST WITH PREPARATION FOR TRIAL AND DEPOSITION.	4.75
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07/29/15	ASSIST RICK DREGGORS WITH UPCOMING TRIAL AND DEPOSITION.	4.25
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07/30/15	PREPARE FOR AND ATTEND TEAM MEETING TO DISCUSS UPCOMING TRIAL.	4.50
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08/04/15	CONTINUE DEPOSITION PREPARATION.	<u>3.75</u>
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SUBTOTAL HOURS	21.75
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TOTAL HOURS	198.75
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OWNER	KORUS ORCHID CORP.	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	120	
COUNTY	ORANGE	

05/30/13	MEETING WITH OWNER'S REPRESENTATIVE; MEET WITH OWNERS ON SITE AND REVIEW TAKING AND IMPACTS.	2.50
05/01/14	MEETING WITH OWNER'S REPRESENTATIVE AND LAND PLANNER TO REVIEW HISTORY OF PARKWAY AND EFFECT ON THE AREA.	1.25
05/09/14	PREPARE FOR AND MEET WITH EXPERTS TO REVIEW OUR SCOPE OF WORK AND DEADLINES.	2.00
05/19/14	INSPECT SUBJECT AT THE SITE; MEETING WITH OWNER AND BUSINESS DAMAGE EXPERT.	1.75
05/22/14	CONFERENCE WITH CONTRACTOR.	0.75
05/29/14	CONFERENCE WITH OWNERS; REVIEW NEED FOR OTHER EXPERTS.	0.50
07/08/14	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW GREENHOUSE EXPERT PRELIMINARY OPINIONS.	0.50
07/10/14	REVIEW SURVEY FOR SUBJECT.	0.50
07/21/14	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW DEADLINES.	0.50
07/23/14	MEETING WITH OWNER'S REPRESENTATIVE AND EXPERTS; CONFERENCE WITH ASSOCIATE ON OUR SCOPE OF WORK AND COORDINATION WITH OTHER EXPERTS.	1.25
07/25/14	MEETING WITH EXPERTS; CONFERENCE CALL WITH ENGINEER TO REVIEW CURE PLANS FOR REMAINDER.	1.25
08/28/14	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW DEPRECIATION RATES FOR SUBJECT IMPROVEMENTS.	0.75
10/07/14	PREPARE FOR AND INSPECT SUBJECT WITH EXPERTS; REVIEW CURE OPINIONS AND IMPACTS OF THE TAKING.	2.25

OWNER	KORUS ORCHID CORP.	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	120	
COUNTY	ORANGE	

10/13/14	PREPARE FOR AND MET WITH EXPERTS TO REVIEW POSSIBLE CURES AND HIGHEST AND BEST USE OF REMAINDER.	2.75
11/14/14	REVIEW SCOPE OF WORK FOR OUR ASSIGNMENT.	1.75
12/01/14	MEETING WITH MIKE GRANDY AT IBS, REVIEW COST AND DEPRECIATION ANALYSIS FOR THE SUBJECT IMPROVEMENTS; REVIEW WITH OWNER'S REPRESENTATIVE; CONFERENCE WITH ENGINEERING; PREPARE FOR MEETING.	5.50
12/02/14	PREPARE FOR MEETING WITH EXPERTS AND OWNER'S; REVIEW RCN WITH OWNER; REVIEW CURE DESIGN WITH OWNER AND EXPERTS.	4.75
12/12/14	REVIEW CURE DIAGRAMS; CONFERENCE WITH OWNER'S REPRESENTATIVE; CONFERENCE WITH CONTRACTOR.	1.50
12/16/14	REVIEW CURE DIAGRAM; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.25
12/17/14	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING VALUATION OF LAND; CONFERENCE WITH ENGINEER AND CONTRACTOR REGARDING CURE AND COSTS; REVIEW LAND SALES.	3.25
12/22/14	REVIEW ENGINEERING ISSUES; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.25
01/05/15	CONFERENCE WITH OWNER'S REPRESENTATIVE; ASSIST WITH LAND SALES RESEARCH/ANALYSIS; REVIEW CONTRACTOR'S COSTS.	5.75
01/06/15	REVIEW COSTS DATA AND CURE CONCEPTS.	4.50
01/07/15	REVIEW VALUATION ISSUES; CONFERENCE/REVIEW DOCUMENTS FROM EXPERTS; MEETING WITH ASSOCIATE TO REVIEW; CONFERENCE WITH OWNER'S REPRESENTATIVE.	4.25
01/08/15	PREPARE FOR AND PARTICIPATE IN CONFERENCE CALL WITH EXPERTS.	1.25

OWNER	KORUS ORCHID CORP.	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	120	
COUNTY	ORANGE	

01/12/15	REVIEW EXPERT REPORTS; CONFERENCE WITH ASSOCIATE; CONFERENCE WITH OWNER'S REPRESENTATIVE; INSPECT LAND SALES.	6.25
01/13/15	BEGIN REPORT REVIEW AND PREPARATION.	4.75
01/14/15	REVIEW/WRITE REPORT; CONFERENCE WITH EXPERTS.	3.25
01/15/15	REVIEW/WRITE REPORT; REVIEW SALES.	4.25
01/16/15	REVIEW/WRITE REPORT; REVIEW SALES DATA.	1.75
01/19/15	REVIEW/WRITE REPORT.	2.25
01/21/15	REVIEW/WRITE APPRAISAL.	5.75
01/22/15	REVIEW/WRITE APPRAISAL.	6.00
01/23/15	REVIEW APPRAISAL AND ADDENDA; FINALIZE APPRAISAL.	<u>4.50</u>
	SUBTOTAL HOURS	92.25

03/17/15	FILE REVIEW; MEETING WITH ASSOCIATE.	1.00
05/28/15	CONFERENCE WITH EXPERTS, LATER CONFERENCE WITH OWNER'S REPRESENTATIVE	1.75
06/01/15	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE; REVIEW APPLICABILITY OF SALES COMPARISON APPROACH AND GREENHOUSE SALES OF CFX AND OTHERS.	1.25
06/04/15	CONFERENCE WITH OWNER'S REPRESENTATIVE; MEETING WITH ASSOCIATE TO REVIEW OUR SCOPE OF WORK AND DAMAGE ANALYSIS.	2.75
06/10/15	REVIEW INFORMATION ON FUNCTIONAL OBSOLESCENCE FROM GREENHOUSE EXPERT; REVIEW WITH ASSOCIATE.	0.75
06/16/15	PREPARE FOR AND MEET WITH OWNERS TO REVIEW HIGHEST AND BEST USE OF REMAINDER.	1.75

OWNER	KORUS ORCHID CORP.	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	120	
COUNTY	ORANGE	

06/18/15	ANALYSIS OF OBSOLESCENCE FOR REMAINING GREENHOUSE; MEETING WITH ASSOCIATE TO REVIEW.	1.25
06/23/15	REVIEW/WRITE REPORT; MEETING WITH ASSOCIATE TO REVIEW.	2.75
06/24/15	ANALYSIS OF AFTER VALUE; ASSIST WITH REPORT PREPARATION.	2.25
06/25/15	REVIEW/WRITE REPORT.	6.75
06/26/15	REVIEW/WRITE REPORT.	<u>2.25</u>
	SUBTOTAL HOURS	24.50
07/27/15	PREPARE FOR DEPOSITION.	0.75
07/29/15	CONTINUE TO PREPARE FOR DEPOSITION; PREPARE FOR MEETING.	1.50
07/30/15	PREPARE FOR AND MEET WITH EXPERT TO REVIEW/PREPARE FOR DEPOSITIONS.	3.25
08/03/15	CONFERENCE WITH OWNER'S REPRESENTATIVE AND EXPERTS.	0.75
08/04/15	PREPARE FOR DEPOSITION; MEET WITH OWNER'S REPRESENTATIVE; REVIEW OUR FILE.	5.75
08/05/15	PREPARE FOR DEPOSITION; RE-INSPECT SALES.	6.75
08/06/15	PREPARE FOR AND ATTEND DEPOSITION.	10.25
	SUBTOTAL HOURS	<u>29.00</u>
	TOTAL HOURS	145.75

Exhibit 6

DERANGO, BEST & ASSOCIATES

PROFESSIONAL REAL ESTATE APPRAISERS, ADVISORS & CONSULTANTS
1601 EAST AMELIA STREET, ORLANDO, FLORIDA 32803

INVOICE

September 1, 2015

Federal Tax ID #59-3541451

Mr. Thomas Callan
Thomas P. Callan, PA
921 Bradshaw Terrace
Orlando, Florida 32806

DB&A File No. 15-202

For Professional Services Rendered Concerning:

Appraisal of: Parcel 120 (A & B) of the Central Florida Expressway Authority SR 429 Wekiva Parkway Extension Project Korus Orchid Corporation located at 1750 Plymouth Sorrento Road, Apopka, Orange County, Florida.

Gross Fee: \$25,319.00

Payable to:

DeRango, Best & Associates
1601 East Amelia Street
Orlando, Florida 32803

Thank you for the opportunity to be of service.

Mr. Tom Callan
September 1, 2015
Page 2

Detail of Hourly Billings: Parcel #120 (A & B)
Central Florida Expressway Authority SR 429 Wekiva Parkway Extension Project - Korus Orchid Corporation
DeRango, Best & Associates

Date	Services Performed	Performed By	Hours Spent	Billing Rate	Total \$	Running Total \$
06-Feb-15	Discuss case with TC, look up property data	DRD	0.75	\$ 275.00	\$ 206.25	\$ 206.25
13-Feb-15	Initial review of appraisals by R, Dreggors and P&C	DRD	2.00	\$ 275.00	\$ 550.00	\$ 756.25
16-Feb-15	Cont. Initial review of appraisals by R, Dreggors and P&C	DRD	3.00	\$ 275.00	\$ 825.00	\$ 1,581.25
17-Feb-15	Research data in reviewed Appraisals	DRD	2.50	\$ 275.00	\$ 687.50	\$ 2,268.75
18-Feb-15	Review of additional Expert Reports (Both sides)	DRD	4.00	\$ 275.00	\$ 1,100.00	\$ 3,368.75
19-Feb-15	Review of additional Expert Reports (Both sides)	DRD	2.00	\$ 275.00	\$ 550.00	\$ 3,918.75
07-May-15	Phone discussions with R Dreggors and T Callan	DRD	0.75	\$ 275.00	\$ 206.25	\$ 4,125.00
08-May-15	Site Visit and inspect nearby comparables	DRD	6.00	\$ 275.00	\$ 1,650.00	\$ 5,775.00
08-Jun-15	Research land comparables and nursery sales and listing data	DRD	8.00	\$ 275.00	\$ 2,200.00	\$ 7,975.00
09-Jun-15	Prep. File Memos for Review Reports and Research	DRD	5.00	\$ 275.00	\$ 1,375.00	\$ 9,350.00
10-Jun-15	Research Nursery Costs from UF sources and other sources	DRD	3.00	\$ 275.00	\$ 825.00	\$ 10,175.00
15-Jun-15	Prepare for meeting and review work to date	DRD	2.75	\$ 275.00	\$ 756.25	\$ 10,931.25
17-Jun-15	Team Meeting @ Callan office. Research to follow up	DRD	3.00	\$ 275.00	\$ 825.00	\$ 11,756.25
19-Jun-15	Follow up site visit and neighborhood inspect	DRD	3.00	\$ 275.00	\$ 825.00	\$ 12,581.25
22-Jun-15	Preparation of diminution study and spreadsheet	DRD	7.00	\$ 275.00	\$ 1,925.00	\$ 14,506.25
8/22-8/26	Preparations of background information and research for appraisal report	JR	10.00	\$ 125.00	\$ 1,250.00	\$ 15,756.25
29-Jun-15	Initial Review of draft report, meet with JR	DRD	2.00	\$ 275.00	\$ 550.00	\$ 16,306.25
17-Jul-15	Meet with DRD and revise draft	JR	3.00	\$ 125.00	\$ 375.00	\$ 16,681.25
20-Jul-15	Revise initial report	DRD	2.50	\$ 275.00	\$ 687.50	\$ 17,368.75
21-Jul-15	Review and revisions to Report. Research and Confirmations	DRD	3.50	\$ 275.00	\$ 962.50	\$ 18,331.25
23-Jul-15	Final review and edits to Report	DRD	1.00	\$ 275.00	\$ 275.00	\$ 18,606.25
24-Jul-15	Finalize Report and send to TC	DRD	0.33	\$ 275.00	\$ 90.75	\$ 18,697.00
27-Jul-15	Admin work in file. Begin preparations for deposition	DRD	2.00	\$ 275.00	\$ 550.00	\$ 19,247.00
27-Jul-15	Review and research for deposition	DRD	3.00	\$ 275.00	\$ 825.00	\$ 20,072.00
28-Jul-15	Discussions with Other Experts	DRD	3.00	\$ 275.00	\$ 825.00	\$ 20,897.00
30-Jul-15	Prepare for and attend team meeting for Korus case @ TC office	DRD	3.00	\$ 275.00	\$ 825.00	\$ 21,722.00
31-Jul-15	Begin research on issues discussed at team meeting	DRD	3.00	\$ 275.00	\$ 825.00	\$ 22,547.00
05-Aug-15	Research concerning highest and best use issues. Direct confirm sales data	DRD	3.00	\$ 275.00	\$ 825.00	\$ 23,372.00
06-Aug-15	Review of issues raised in WC deposition. Phone call with TC and RD	DRD	2.50	\$ 275.00	\$ 687.50	\$ 24,059.50
07-Aug-15	Discuss deposition with TC and prepare research for deposition	DRD	2.00	\$ 275.00	\$ 550.00	\$ 24,609.50
10-Aug-15	Review billing and discuss mediation	DRD	1.50	\$ 275.00	\$ 412.50	\$ 25,022.00
12-Aug-15	Discuss Mediation with TC	DRD	0.33	\$ 275.00	\$ 90.75	\$ 25,112.75
31-Aug-15	Finalize Billings and Close File	DRD	0.75	\$ 275.00	\$ 206.25	\$ 25,319.00
Total Hourly Billings			99.16		\$	25,319.00

Tab B

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

MEMORANDUM

TO: Central Florida Expressway Authority Right of Way Committee

FROM: Jay W. Small, Right of Way Counsel
Mateer Harbert, P.A.

DATE: September 9, 2015

RE: S.R. 528 Multi-Modal Corridor, Project 528-1240; Parcel 108/708;
Purchase Agreement

Mateer Harbert, P.A., serves as right of way counsel to the Central Florida Expressway Authority ("CFX") for the acquisition of right of way for the construction of a multimodal corridor from east of Orlando International Airport to the Orange/Brevard County line, including an intercity rail line to be constructed and maintained by All Aboard Florida, Inc. ("AAF"). We have negotiated an agreement with Neo Land, LLC, to purchase Parcels 108 Part A and Part B and Parcel 708, and are submitting this memorandum and recommendation concerning that agreement.

Description and Background

Parcels 108 Part A and B and Parcel 708 comprise a partial taking of 3.37 acres from an abbreviated parent tract containing approximately 20.02 acres. The property was appraised by Woodward S. Hanson of Hanson Real Estate Advisors, Inc., and land planning and engineering services were provided by Kelly, Collins & Gentry, Inc. The date of valuation is June 1, 2015. Mr. Hanson reached an opinion of value of the land taken and damages to the remainder in the amount of \$330,890.00, which provided the basis for the initial written offer.

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

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

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

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

Recommendation

We request that the Right of Way Committee recommend that the Board approve the terms of the negotiated settlement and the purchase agreements, copies of which are attached hereto as referenced below.

Attachments

1. Sketch of Description Parcels 108 Part A and Part B;
2. Conceptual Sketch of Temporary Construction Easement; and,
3. Real Estate Purchase Agreement.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 108 PART A
PURPOSE: LIMITED ACCESS RIGHT-OF-WAY
ESTATE: FEE SIMPLE**

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

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

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

Containing 2.56 acres, more or less.

LEGEND:

(C) = Calculated
(D) = Deed
(M) = Measured
(P) = Plat
O.R.B. = Official Records Book
Pg. = Page
R = Radius
L = Length of curve (arc distance)
C = Chord distance
Delta = central angle
CB = Chord Bearing
ID = Identification
/ = Line Not To Scale
PID = Parcel Identification Number
S.R. = State Road
CFX = Central Florida Expressway Authority
R/W = Right-of-Way
C = Centerline
// = Limited Access Right-of-way line
PC = Point of Curvature
PT = Point of Tangency
PCC = Point of Compound Curvature
PRC = Point of Reverse Curvature
(NT) = Non Tangent
CM = Concrete Monument
--- = section line
--- = 1/4 section line

Surveyors Notes

1. Bearings and distances depicted hereon are relative to the North American Datum of 1983/ Adjustment of 2011 (NAD83/11) and are expressed in the Florida State Plane Coordinate System (FSPCS), Florida East Zone (901), US Survey Foot, based on the north line of Lot 3, International Corporate Park, according to the plat thereof recorded in Plat Book 67 at Page 56 of the Public Records of Orange County, Florida as being North 89° 33' 17" West. The average combined scale factor is 0.999939
2. The lands described and depicted hereon were not abstracted by this firm for rights-of-way, easements, ownership or other Instruments of record.
3. This legal description and sketch is not valid without the signature and original raised seal of the signing Florida registered surveyor and mapper.
4. The location and configuration of the lands described and depicted hereon were provided by the client.
5. This legal description and sketch may have been reduced in size by reproduction.
6. A Commitment for Title Insurance prepared by First American Title Insurance Company, Dated November 24, 2014, file number NCS-586539BMI-ORL was reviewed by this firm. Schedule B-II exceptions, if any, that can be plotted are shown hereon.

I hereby certify that this legal description and sketch is correct to the best of my knowledge and belief. I further certify that this legal description and sketch meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes. Subject to notes and notations shown hereon.

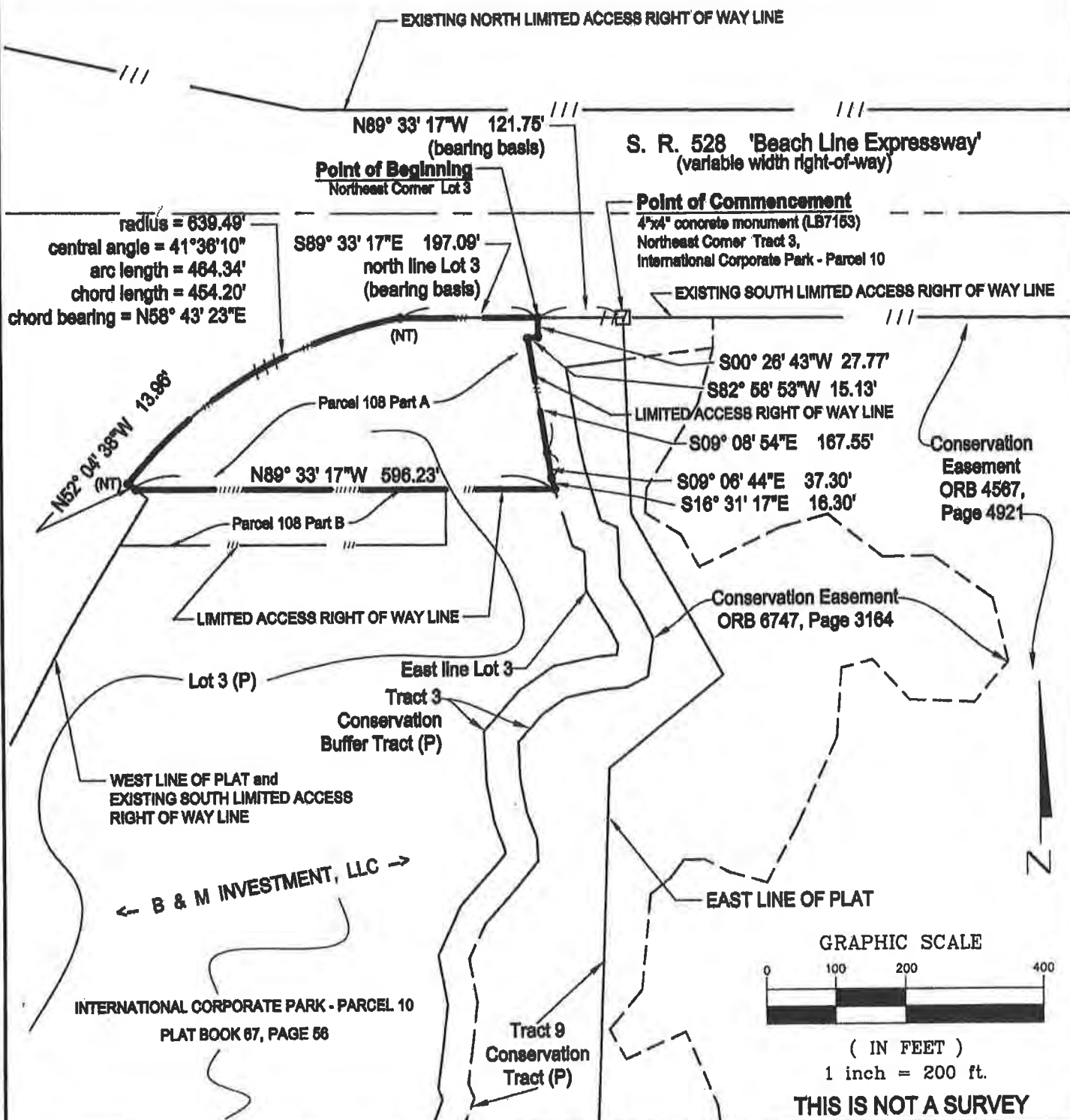
Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 08/29/2015	 Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932		REVISIONS	
DRAWN BY: PEW	AMEC JOB No.: 6374130684			DATE	BY
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240				
				DRAWING NAME: CFX - Neo Land - d11.dwg	

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 108 PART A
PURPOSE: LIMITED ACCESS RIGHT-OF-WAY
ESTATE: FEE SIMPLE**



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

LEGAL DESCRIPTION and SKETCH

SHEET 2 OF 2

DESIGNED BY: HNTB

DATE: 08/29/2015



Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200

Orlando, FL 32801 USA

Phone: (407) 622-7670

Certificate of Authorization Number LB-0007932

DRAWN BY: PEW

AMEC JOB No.: 6374130684

APPROVED BY: RMJ

CFX PROJECT No.: 528-1240

REVISIONS

DATE BY

DRAWING NAME: CFX - Neo Land - Btl.dwg

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 108 PART B
PURPOSE: LIMITED ACCESS RIGHT-OF-WAY
ESTATE: FEE SIMPLE**

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

Commence at a 4"x4" concrete monument (PRM LB7153) marking the Northeast Corner of Tract 3 of said plat, lying on the existing south Limited Access Right of Way line of State Road 528 per Orlando Orange County Expressway Authority Right-of-Way Map, International Corporate Park Interchange; thence run North 89°33'17" West, along said existing south Limited Access Right of Way line and north line of said plat, a distance of 121.75 feet; to the northeast corner of Lot 3; thence run South 00°26'43" West, along the east line of said Lot 3, a distance of 27.77 feet; thence run South 82°58'53" West, along the east line of said Lot 3, a distance of 15.13 feet; thence run South 09°08'54" East, along the east line of said Lot 3, a distance of 167.55 feet; thence run South 09°06'44" East, along the east line of said Lot 3, a distance of 37.30 feet; thence run South 16°31'17" East, along the east line of said Lot 3, a distance of 18.30 feet; thence departing said east line, run North 89°33'17" West, a distance of 156.26 feet for the Point of Beginning; thence run South 00°26'43" West, a distance of 80.00 feet; thence run North 89°33'17" West, a distance of 462.60 feet to the west line of said plat and said existing south Limited Access Right of Way line; thence run North 30°44'53" East, along said west line and said existing south Limited Access Right of Way line, a distance of 77.87 feet; thence run North 52°04'38" West, along said west line and said existing south Limited Access Right of Way line, a distance of 20.99 feet; thence departing said existing south Limited Access Right of Way line, run South 89°33'17" East, a distance of 439.97 feet to the Point of Beginning.

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

Containing 0.81 acres, more or less.

LEGEND:

(C) = Calculated
(D) = Deed
(M) = Measured
(P) = Plat
O.R.B. = Official Records Book
Pg. = Page
R = Radius
L = Length of curve (arc distance)
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PRC = Point of Reverse Curvature
(NT) = Non Tangent
CM = Concrete Monument
—— = section line
—— = 1/4 section line

Surveyors Notes

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Robert M. Jones, PLS

Florida Surveyor and Mapper, License No. LS-0004201

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		LEGAL DESCRIPTION and SKETCH		SHEET 1 OF 2	
DESIGNED BY: HNTB	DATE: 08/29/2015	 Amec Foster Wheeler Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Certificate of Authorization Number LB-0007932	REVISIONS		
DRAWN BY: PEW	AMEC JOB No.: 6374130684		DATE	BY	
APPROVED BY: RMJ	CFX PROJECT No.: 528-1240		DRAWING NAME: CFX - Neo Land - Ball.dwg		

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 108 PART B
PURPOSE: LIMITED ACCESS RIGHT-OF-WAY
ESTATE: FEE SIMPLE

EXISTING NORTH LIMITED ACCESS RIGHT OF WAY LINE

N89° 33' 17"W 121.75'
(bearing basis)

S. R. 528 'Beach Line Expressway'
(variable width right-of-way)

Point of Commencement

4"x4" concrete monument (LB7153)
Northeast Corner Tract 3,
International Corporate Park - Parcel 10

EXISTING SOUTH LIMITED ACCESS RIGHT OF WAY LINE

radius = 639.49'
central angle = 41°36'10"
arc length = 484.34'
chord length = 454.20'
chord bearing = N58° 43' 23"E

S89° 33' 17"E 197.09'
north line Lot 3
(bearing basis)

(NT)

Parcel 108 Part A

S00° 26' 43"W 27.77'

S82° 58' 53"W 15.13'

LIMITED ACCESS RIGHT OF WAY LINE

S09° 08' 54"E 167.55'

Conservation
Easement
ORB 4567,
Page 4921

S09° 06' 44"E 37.30'

S16° 31' 17"E 16.30'

Conservation Easement
ORB 6747, Page 3164

(NT)

S89° 33' 17"E 439.97'

Parcel 108 Part B

N89° 33' 17"W 462.60'

S00° 26' 43"W 80.00'

Point of Beginning

LIMITED ACCESS RIGHT OF WAY LINE

Lot 3 (P)

East line Lot 3

Tract 3
Conservation
Buffer Tract (P)

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

← B & M INVESTMENT, LLC →

INTERNATIONAL CORPORATE PARK - PARCEL 10
PLAT BOOK 67, PAGE 58

N89° 33' 17"W
156.28'

EAST LINE OF PLAT

Tract 9
Conservation
Tract (P)

GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.

THIS IS NOT A SURVEY

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DESIGNED BY: HNTB

DATE: 08/29/2015

DRAWN BY: PEW

AMEC JOB No.: 6374130684

APPROVED BY: RMJ

CFX PROJECT No.: 528-1240

LEGAL DESCRIPTION and SKETCH



Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200

Orlando, FL 32801 USA

Phone: (407) 622-7670

Certificate of Authorization Number LB-0007932

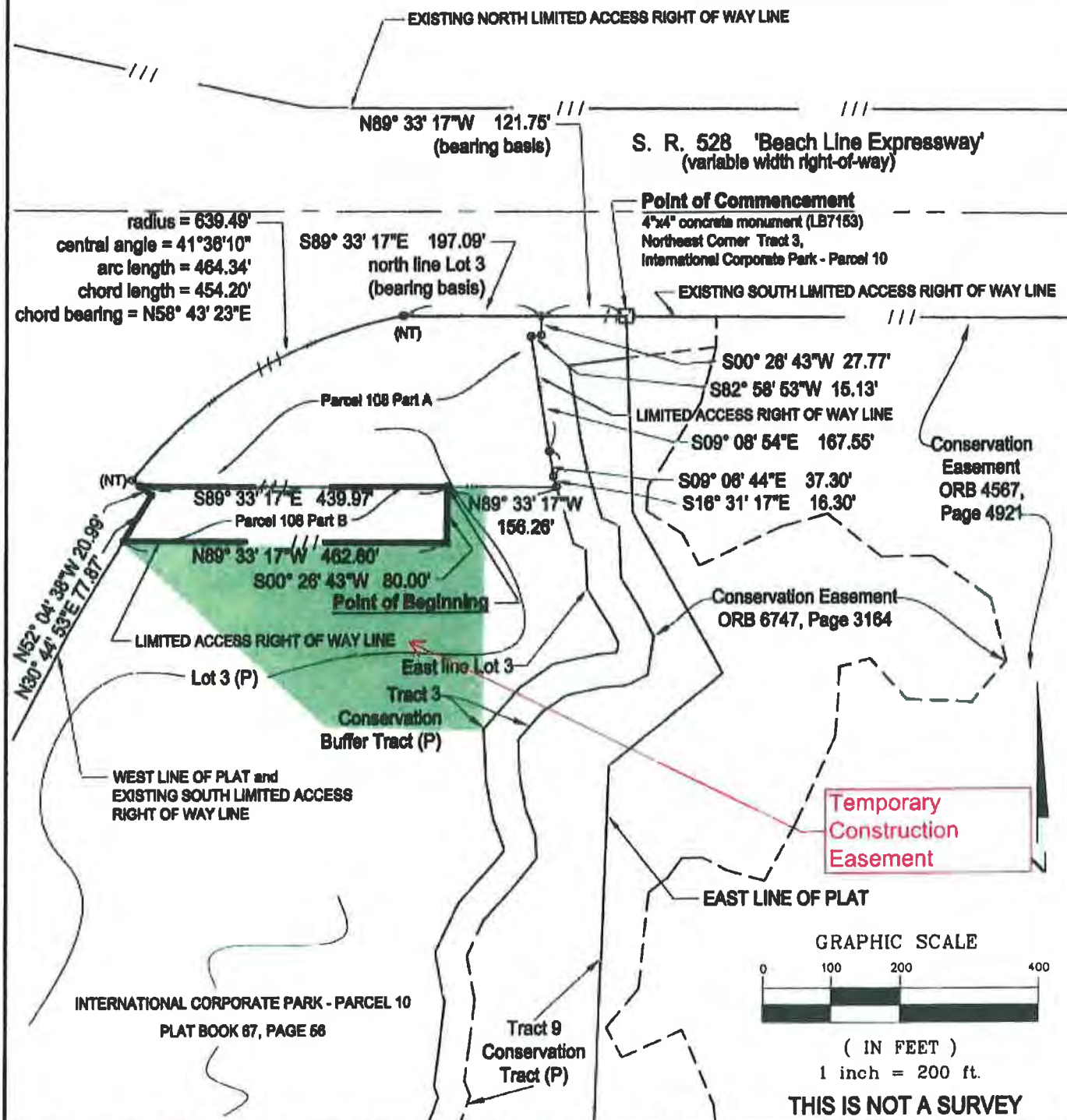
SHEET 2 OF 2

REVISIONS

DATE BY

DRAWING NAME: CFX - No Land - Bell.dwg

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 708
PURPOSE: Temporary Construction Easement
ESTATE: Estate Easement



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 DESIGNED BY: HNTB
 DRAWN BY: PEW
 APPROVED BY: RMJ

DATE: 08/29/2015
 AMEC JOB No.: 6374130684
 CFX PROJECT No.: 528-1240

LEGAL DESCRIPTION and SKETCH

AMEC Foster Wheeler Environment & Infrastructure, Inc.
 75 East Amelia Street, Suite 200
 Orlando, FL 32801 USA
 Phone: (407) 622-7570
 Certificate of Authorization Number LB-0007932

SHEET 2 OF 2

REVISIONS	
DATE	BY

DRAWING NAME: CFX - New Land - Ball.dwg

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

REAL ESTATE PURCHASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

4. **Authority's Right of Inspection.**

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

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

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

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

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

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

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

7. Closing Date and Closing Procedures and Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Defaults.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE NEXT PAGE IS THE SIGNATURE PAGE

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

WITNESSES:

Print Name: _____

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____

“OWNER”

NEO LAND, LLC, a Florida
Limited Liability Corporation

By: _____
Kadir Aydin, as Authorized Member

Date: _____

“AUTHORITY”

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

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

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

MATEER & HARBERT, P.A.

By: _____

Date: _____

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

By: _____
General Counsel

Date: _____

SCHEDULE OF EXHIBITS

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

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Project 528-1240
Parcel No.: 108

Part A

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

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

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

Containing 2.56 acres, more or less.

Together, with

Part B

The following described property:

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

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

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

Containing 0.81 acres, more or less.

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

EXHIBIT "B"
PERMITTED EXCEPTIONS
Neo Land

NONE

EXHIBIT "C"

FORM – SPECIAL WARRANTY DEED

**Project 528-1240
Parcel 108**

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

NEO LAND, LLC, a Florida
Limited Liability Corporation

WITNESSES:

Print Name: _____

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

Print Name: _____

STATE OF _____
COUNTY OF _____

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

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My commission expires: _____

Exhibit "A" to Special Warranty Deed

Project 528-1240
Parcel No.: 108

Part A

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

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

Containing 2.56 acres, more or less.

Together, with

Part B

The following described property:

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Containing 0.81 acres, more or less.

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EXHIBIT "D"

Project 528-1240
Parcel 708

TEMPORARY CONSTRUCTION EASEMENT

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

RECITALS:

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

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

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

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

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

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement.

2. **Grant of Temporary Construction Easement.** Grantor hereby grants, bargains, sells, conveys and declares a non-exclusive temporary construction easement for the benefit of Grantee, Grantee's successors and assigns, and their respective employees, agents, contractors,

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

Print Name: _____

Print Name: _____

"OWNER"

NEO LAND, LLC, a Florida Limited Liability Corporation

By: _____

Print Name: _____

Its: _____

STATE OF _____
COUNTY OF _____

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

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My commission expires: _____

JOINDER AND CONSENT OF MORTGAGEE

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

**FIRST COMMERCIAL BANK OF
FLORIDA**

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

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

(Signature of Notary Public)

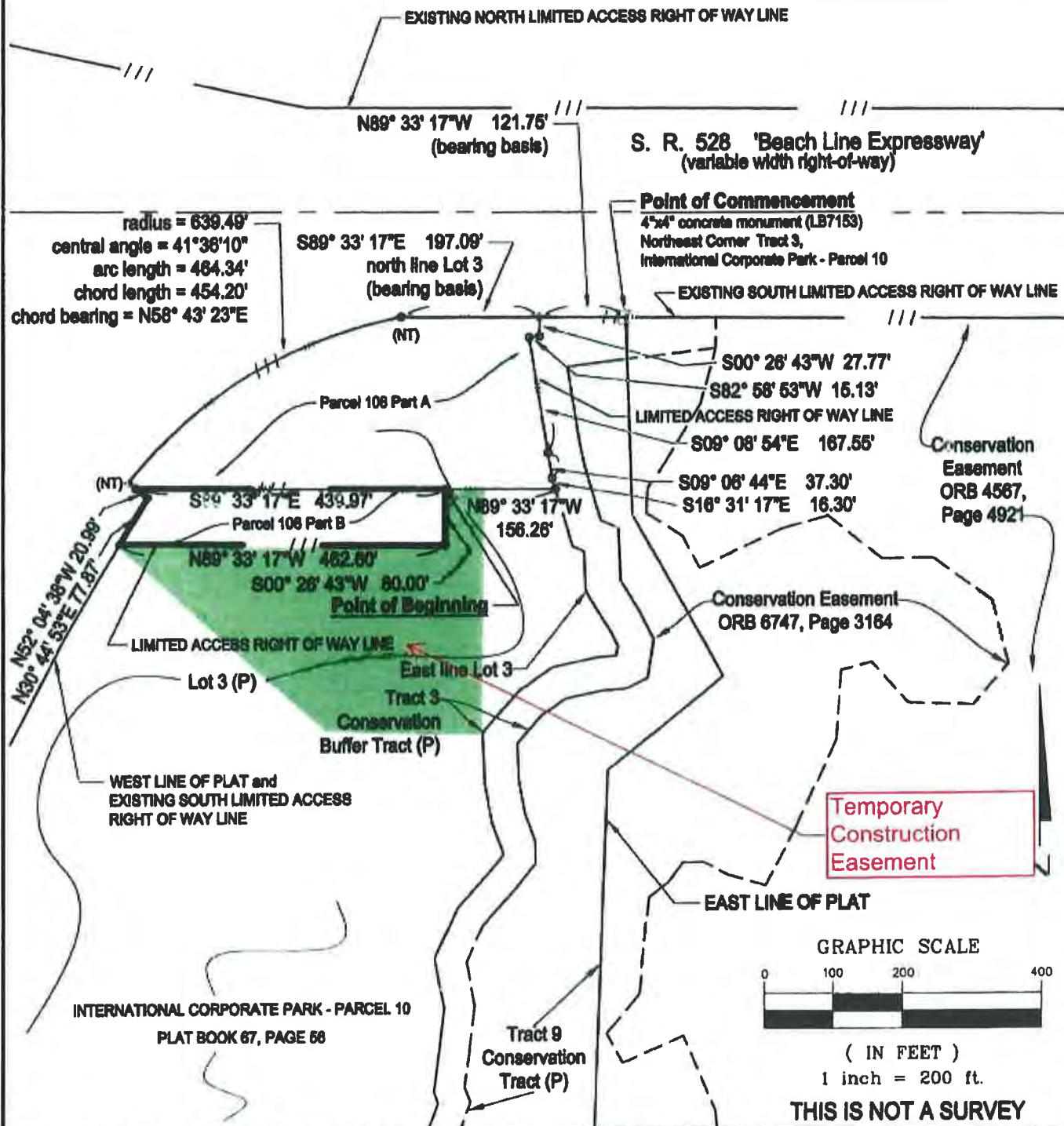
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My commission expires: _____

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 708
PURPOSE: Temporary Construction Easement
ESTATE: Estate Easement



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 DESIGNED BY: HNTB
 DRAWN BY: PEW
 APPROVED BY: RMJ

DATE: 08/29/2015
 AMEC JOB No.: 6374130684
 CFX PROJECT No.: 528-1240

LEGAL DESCRIPTION and SKETCH

Amec Foster Wheeler Environment & Infrastructure, Inc.
 75 East Amelia Street, Suite 200
 Orlando, FL 32801 USA
 Phone: (407) 622-7570
 Certificate of Authorization Number LB-0007932

SHEET 2 OF 2

REVISIONS

DATE BY

DRAWING NAME: CFX - Noe Land - Full.dwg

Exhibit "A" to Temporary Construction Easement

EXHIBIT "E"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

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

FROM: NEO LAND, LLC, a Florida Limited Corporation

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

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

Name	Address	Percentage of Ownership
_____	_____	

_____	_____	

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

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

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

[SIGNATURE AND NOTARY ON NEXT PAGE]

SELLER

**NEO LAND, LLC, a Florida
Limited Liability Corporation**

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

STATE OF _____
COUNTY OF _____

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

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

Exhibit "A" to Disclosures of Interests in Real Property

Project 528-1240
Parcel No.: 108

Part A

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

Containing 2.56 acres, more or less.

Together, with

Part B

The following described property

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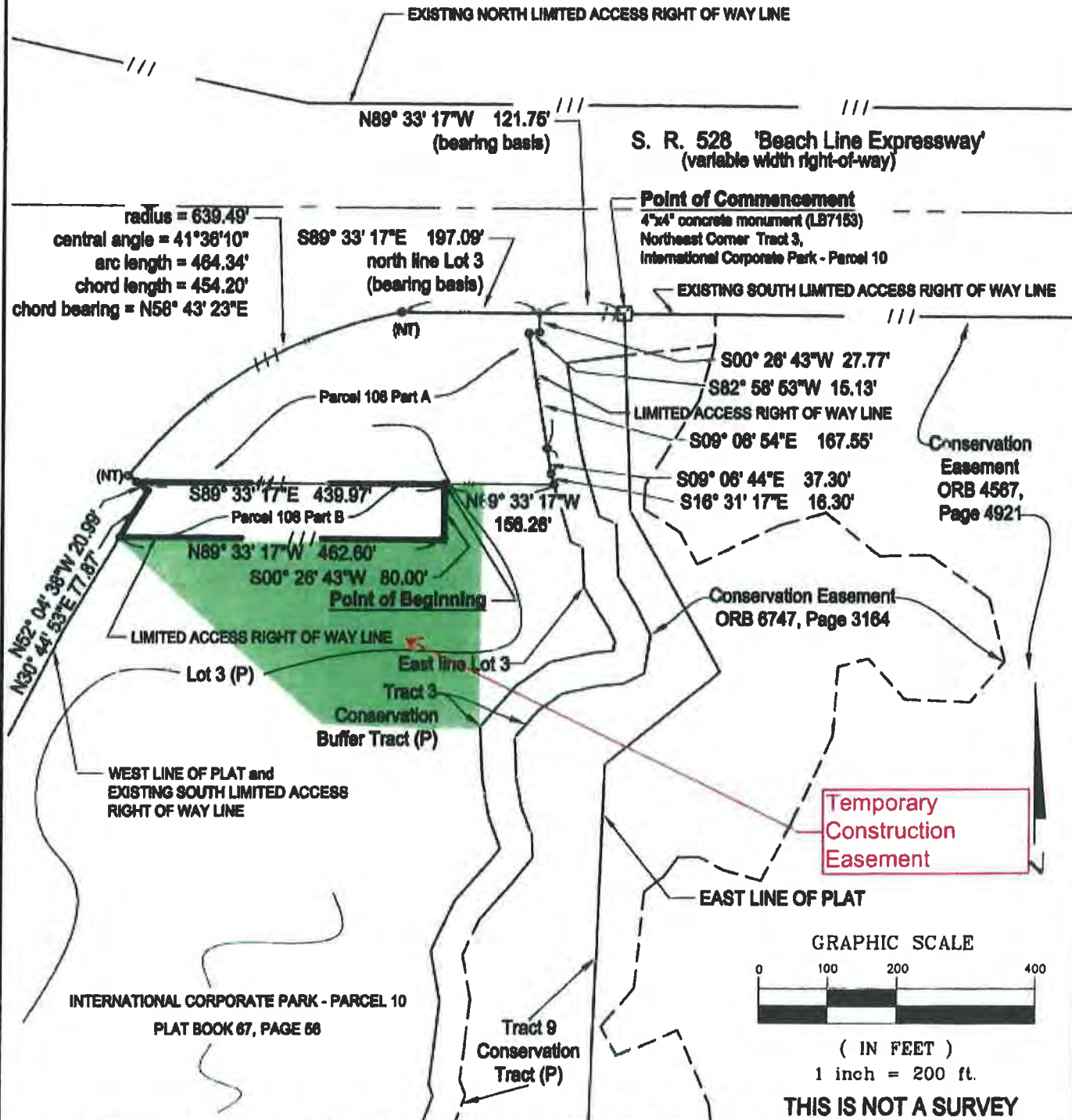
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line, distance of 77.87 feet; thence run North 52°04'38" West, along said west line and said existing south Limited Access Right of Way line, distance of 20.99 feet; thence departing said existing south Limited Access Right of Way line, run South 89°33'17"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

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**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**
STATE ROAD 528
PROJECT No. 528-1240
PARCEL No. 708
PURPOSE: Temporary Construction Easement
ESTATE: Estate Easement



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 DESIGNED BY: HNTB
 DRAWN BY: PEW
 APPROVED BY: RMJ

DATE: 08/29/2015
 AMEC JOB No.: 6374130684
 CFX PROJECT No.: 528-1240

LEGAL DESCRIPTION and SKETCH
 Amec Foster Wheeler Environment & Infrastructure, Inc.
 75 East Amelia Street, Suite 200
 Orlando, FL 32801 USA
 Phone: (407) 522-7570
 Certificate of Authorization Number LB-0007932

SHEET 2 OF 2
REVISIONS
 DATE BY
 DRAWING NAME: CFX - New Land - Ball.dwg

EXHIBIT "F"

NOTICE OF APPROVAL AND ACCEPTANCE

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

"AUTHORITY"

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

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

STATE OF FLORIDA
COUNTY OF ORANGE

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

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No. _____

My commission expires: _____

NOTES: PDS HNTB

K# 000850

429-202

Post Design Multiplier

Labor	100.00%
Overhead	144.74%
Subtotal	244.74%
Operating Margin	29.37%

Original Contract Amount

Total Burdened	\$2,894,946.59
Raw Labor	\$1,056,125.86
Multiplier	2.74
Direct Expenses	\$43,107.65
Expenses % of Raw Labor	0.04
50% of Expense % of Raw Labor	0.02
<u>Post Design Multiplier</u>	2.76

429-202

K# 000850

Post Design Multiplier

Labor	100.00%
Overhead	
Subtotal	100.00%
Operating Margin	

Original Contract Amount

Total Burdened	
Raw Labor	
Multiplier	#DIV/0!
Direct Expenses	
Expenses % of Raw Labor	#DIV/0!
50% of Expense % of Raw Labor	#DIV/0!
<u>Post Design Multiplier</u>	#DIV/0!

PDS

K# 000850

429-202

Post Design Multiplier

Labor	100.00%
Overhead	
Subtotal	100.00%
Operating Margin	

Original Contract Amount

Total Burdened	
Raw Labor	
Multiplier	#DIV/0!
Direct Expenses	
Expenses % of Raw Labor	#DIV/0!
50% of Expense % of Raw Labor	#DIV/0!
<u>Post Design Multiplier</u>	#DIV/0!

429-202

K# 000850

Post Design Multiplier

Labor	100.00%
Overhead	
Subtotal	100.00%
Operating Margin	

Original Contract Amount

Total Burdened	
Raw Labor	
Multiplier	#DIV/0!
Direct Expenses	
Expenses % of Raw Labor	#DIV/0!
50% of Expense % of Raw Labor	#DIV/0!
<u>Post Design Multiplier</u>	#DIV/0!

NOTES:

PDS

HNTB

K# 000850

429-202

Post Design Multiplier

Labor	100.00%
Overhead	144.74%
Subtotal	244.74%
Operating Margin	29.37%

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Total Burdened	\$2,894,946.59
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Direct Expenses	\$43,107.65
Expenses % of Raw Labor	0.04
50% of Expense % of Raw Labor	0.02
<u>Post Design Multiplier</u>	2.76



Invoice

Date	Invoice #
9/8/2015	6383

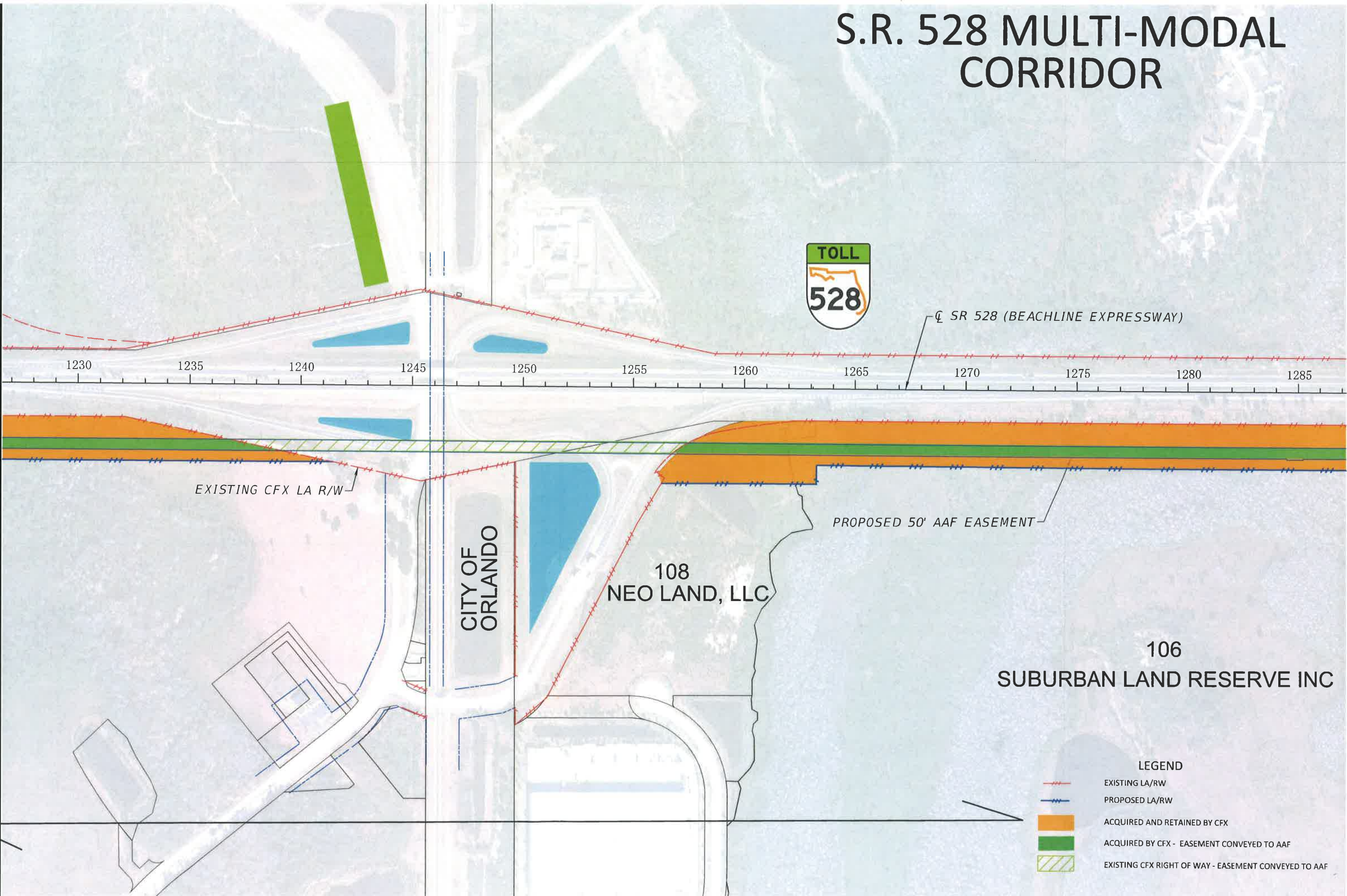
1031 CROWN PARK CIR
WINTER GARDEN, FL 34787

Bill To
CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL TOWER RD ORLANDO, FL 32801

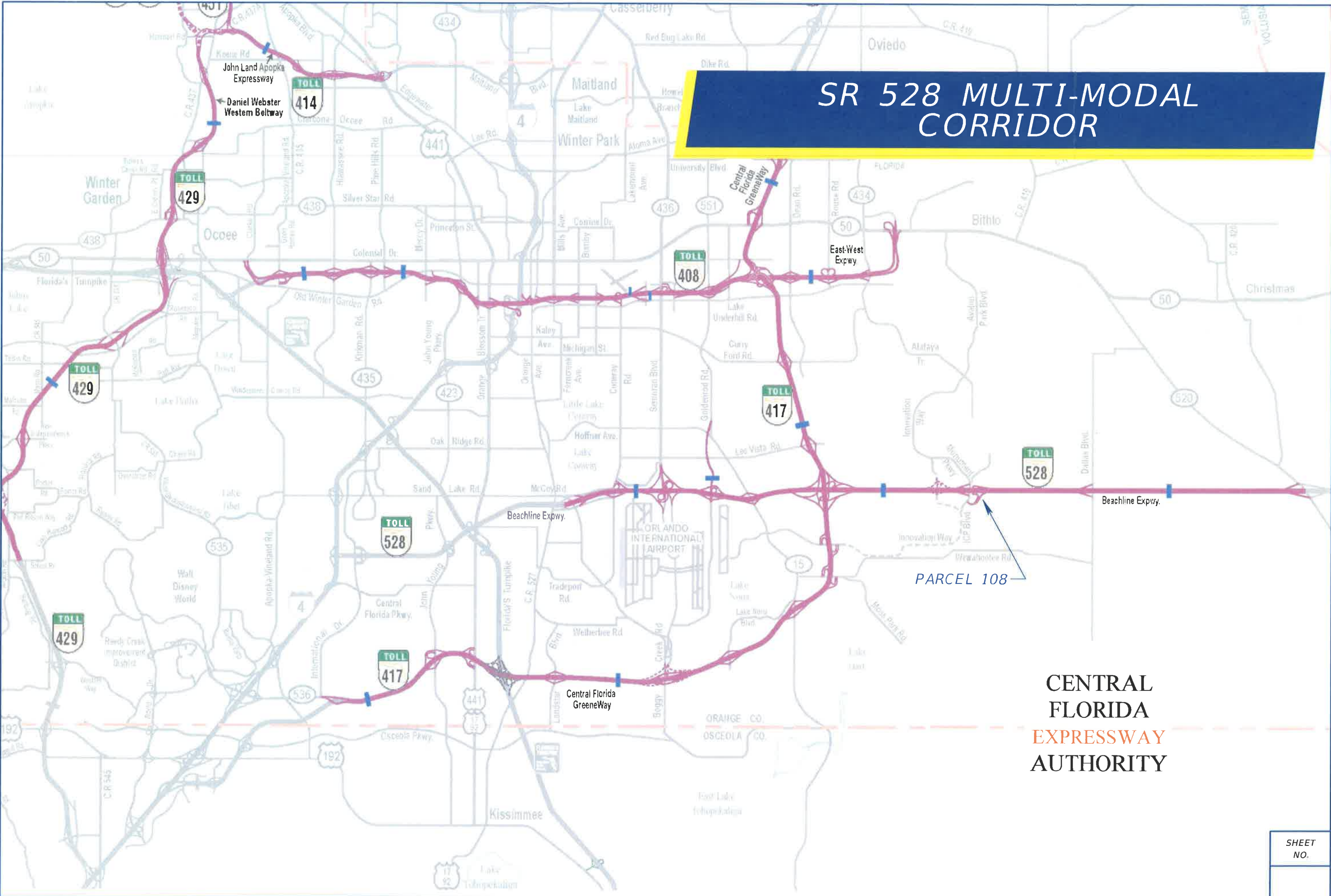
Ship To
WORK ORDER #004

P.O. Number	Contract Number	Terms	Start Date	Completion Date
001128		Per Contract	9/8/2015	9/8/2015
Quantity	Item Code	Description	Price Each	Amount
1,500	OCCW4	6' HEIGHT (WITH NO TOP RAIL - NO BARBED WIRE)	10.70	16,050.00T
138	OCCW42	2-1/2" TERMINALS FOR 6' HEIGHT	25.00	3,450.00T
16	OCCW38	3" POST FOR 6' HEIGHT	25.00	400.00T
		EXEMPT	0.00%	0.00
Please remit to above address.			Total	\$19,900.00

S.R. 528 MULTI-MODAL CORRIDOR



SR 528 MULTI-MODAL CORRIDOR



CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY


SHEET
NO.

Tab C

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: September 9, 2015

RE: S.R. 429 Wekiva Parkway, Project 429-202: Parcels 275 & 279 –
Authorization for Statutory Business Damage Counter-Offer

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation for Board approval of a business damage counter-offer to be made pursuant to Florida Statute Section 73.015(2)(d), to the Holder & Strite Corporation ("Holder & Strite"). Holder & Strite is a company doing business on 429-202, Parcels 275 and 279.

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 for more than five (5) years prior to the condemnation action. Specifically, CFX has acquired 17.888 acres through the middle of Parcel 275, which originally contained 52.737 acres, leaving in a bisected western remainder of 7.691 acres and eastern remainder of 27.230 acres. This parcel is owned by Thomas J. Holder, Sr. as Trustee of the Sally R. Holder Credit Shelter Trust and the Thomas J. Holder, Sr. Family Trust. 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. Parcels 275 and 279 are adjoining properties and Holder & Strite conducts its farming activities over both properties, so these cases have been consolidated for trial.

CFX retained the services of Richard MacMillan to appraisal the real estate claims for both parcels. Mr. MacMillan estimated the value of the taking for Parcel 275 to be \$1,163,600.00 and for Parcel 279 to be \$344,500.00, for a total value of \$1,508,100.00 for the real estate claims. The landowners have not yet submitted an appraisal report for their real estate claims, and are not required to submit these reports under the Case Management Order until November 18, 2015. As these appraised amounts are for the real estate only, they do not include business damages. This information is being provided to the Committee for background purposes only.

The issue before the Committee today is whether to make a business damage counter-offer to Holder & Strite. The amount paid for business damages would be in addition to the amounts

sought for the real estate claims outlined above. Pursuant to Florida Statute Section 73.015(2), Holder & Strite served CFX with a business damage claim of \$553,795.00 (apportioned as \$390,914.00 for Parcel 275 and \$162,881.00 for Parcel 279). The statute authorizes, but does not require, CFX to make a business damage counter-offer. The failure to respond to the business damage offer is deemed a counter-offer of zero dollars for the purpose of computing attorneys fees under Section 73.092(1). If the business owner does not accept CFX's counter-offer, attorneys fees are based on a percentage of the betterment between CFX's offer and the amount recovered in settlement or at trial. If the business owner accepts CFX's business damage counter-offer, attorneys fees will be based on the factors set forth in Section 73.092(2), which considers the time involved, complexity of the case, amount of money at issue, and other factors.

The undersigned attorney believes that it is in the best interest of the Authority to make a business damage counter-offer in this case, in the interest of good faith negotiation, and to limit attorneys fees.

BUSINESS DAMAGE ANALYSIS:

As stated previously, Holder & Strite is a company that has conducted a hay bailing and cattle raising business on the subject properties for more than five years. Holder & Strite has alleged that the taking will negatively impact its 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 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 presented a claim for \$390,914.00 for Parcel 275 and \$162,881.00 for Parcel 279, for a total business damage claim of **\$553,795.00**. CFX retained the services of Les Eiserman, CPA from Cliften 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**.

Florida law allows a business owner to receive "the probable damage to such business which the denial of the use of the property so taken may reasonably cause." § 73.071(3)(b), Fla. Stat. (2014). The Florida Supreme Court has held that this statute, "does not require the calculation of business damages by one mechanically applied, one-size-fits-all formula which would not produce proper results. For an ongoing business,...business damages are inherently fact-intensive." While the Legislature did not define precisely what constitutes business damages, "there is absolutely no indication that it intended this statute to be construed as allowing business damages for lost profits only." *System Component Corp. v. FDOT*, 14 So. 3d 967 (Fla. 2009). The Florida Supreme Court noted that case law has identified at least three types of business damages: (1) lost profits, (2) moving / relocation expenses, and (3) loss of goodwill. However, the Court further stated that business damages are not limited to only these categories. The Court also recognized three approaches to valuing a business: (1) the income approach (based

on current and future revenue stream discounted to a total present value), (2) market-based approach (based on comparable businesses existing in the market), and (3) the asset-based approach (the value based on total assets net liabilities). The Court noted that the asset approach was most commonly used to value businesses that are not profitable.

In the subject case, the Holder & Strite business has not been profitable since its inception in 2010. The negative cash flow from operations for the 5 year period ending December 31, 2014 totals \$285,271.00, and was negative by approximately \$27,000.00 to \$100,000.00 per year during this period. Since the business has not operated at a profit, both business damage experts valued the business using the asset approach.

Holder & Strite asserts that even though its business does not currently operate at a profit, the business enhances the value of the land, has an asset based value, and the Company planned to achieve profitability in the future. It is Holder & Strite's position that the business cannot operate effectively, sufficiently or profitable on the land remaining after the taking because of the reduced size of the parcels and other inefficiencies. Holder & Strite has therefore concluded that the damage to the business includes the entire value of the farming business located on the site.

Holder & Strite's asserted business damages primarily consist of the value of (1) special purpose trade fixtures, (2) special process systems, (3) moveable personal property, and (4) improvements made to the leasehold. By far the largest component of its damages is the value of its personal property, which is estimated at \$579,834.00 (this amount was then adjusted downward to account for the fact the personal property is also used on another 6 acre tract not at issue in this litigation). Holder & Strite also analyzed the cost to move this personal property, with the estimated Disconnect & Reconnect Cost (D&R Cost) to be \$28,130.00. The D&R cost is not included in the damage claim asserted by Holder & Strite.

CFX's business damage valuation expert accepts, for the purposes of this counter-offer, several of Holder & Strite's calculations where the cost to redo the analyses would exceed the value of the actual claim. However, CFX's business damage report does not accept, and does not include, certain elements of the claims asserted by Holder & Strite. Most significantly, CFX's business damage counter-offer compensates the business only the disconnect and reconnect (D&R) costs associated with the moveable personal property, and not the value of the personal property itself. Furthermore, CFX's proposed counter-offer does not include the value of the leasehold improvements (i.e. the value associated with clearing and preparing the land), as this is implicitly included in the real estate value appraised by Richard MacMillan, and should be asserted as an apportionment claim, if at all.

The parties' business damage valuations are summarized below as follows:

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
Disconnect & Reconnect (D&R) 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 the proposed statutory business damage counter-offer to Holder & Strite in the amount of \$78,805.00 for Parcels 275 and 279, or such other and further action that this Committee deems appropriate.

ATTACHMENTS:

Holder & Strite Business Damage Reports
 Les Eiserman Business Damage Report
 Cawthra Summary Appraisal Report
 MEI Civil Engineering Report
 Parcel Sketches

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

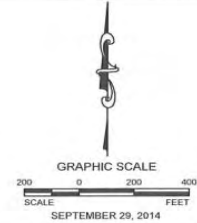
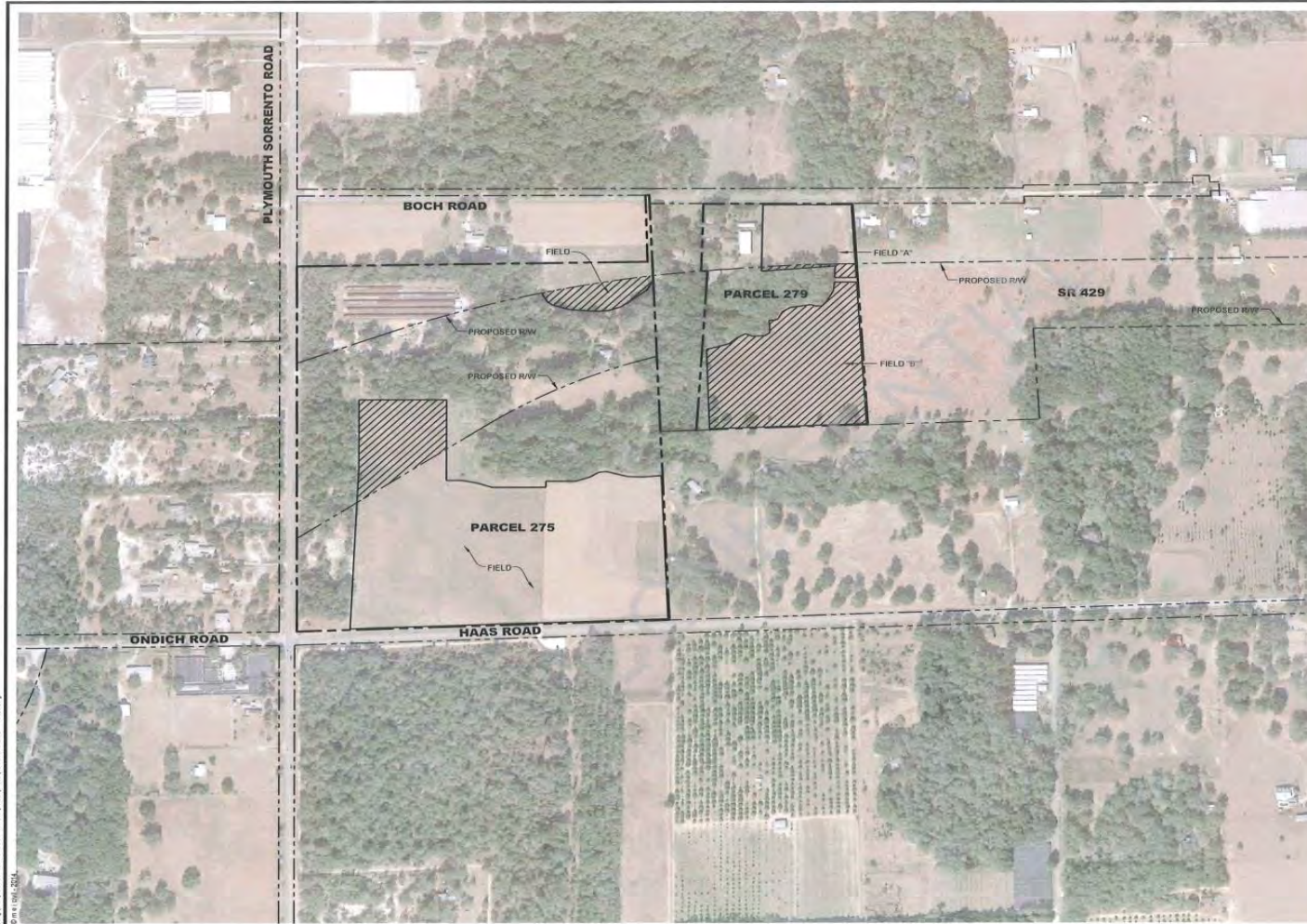
Right of Way Committee Meeting September 23, 2015
Recommendation for Approval of Statutory Business Damage Counter Offer
S.R. 429 Wekiva Parkway
Project 429-202
Parcels 275 and 279
Offer



**Central Florida Expressway Authority
Right of Way Committee
September 23, 2015**

**Recommendation for Approval of
Statutory Business Damage Counter Offer**

**S.R. 429 Wekiva Parkway
Project 429-202
Parcels 275 and 279**



ALL EXISTING AND PROPOSED INFORMATION SHOWN ON THIS DRAWING IS BASED ON SKETCH OF DESCRIPTION (LIMITED ACCESS RIGHT-OF-WAY) FOR STATE ROAD 429 PREPARED BY URS CORPORATION DATED MARCH 18, 2014 AND 90% CONSTRUCTION PLANS PREPARED BY ATKINS NORTH AMERICA, INC. FEBRUARY 2014.

LEGEND

AREA OF TAKE (FIELDS)

PRELIMINARY

**HOLDER & HOWELL
SR 429
PARCELS 275 & 279
BEFORE & AREA OF TAKE
(FIELDS)**

PARCEL 279 - HOWELL

BEFORE
FIELD "A": 111,949-SF = 2.57-AC
FIELD "B": 289,674-SF = 6.65-AC
TOTAL: 401,623-SF = 9.22-AC

AOT
FIELD "A": 9,562-SF = 0.22-AC
FIELD "B": 289,674-SF = 6.65-AC
TOTAL: 299,236-SF = 6.87-AC

REMAINDER: 102,387-SF = 2.35-AC

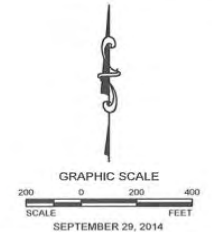
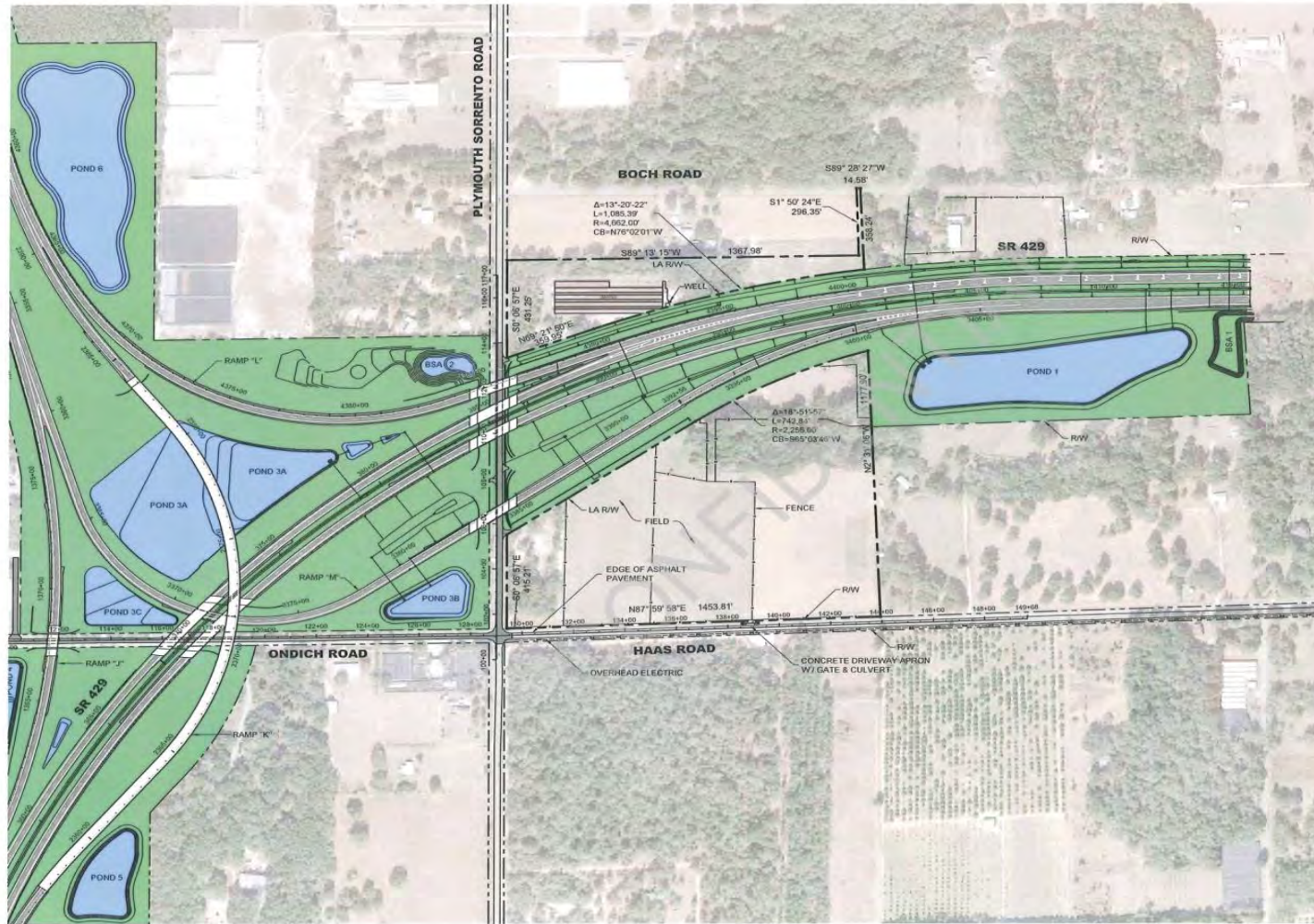
PARCEL 275 - HOLDER

BEFORE: 897,336-SF = 20.60-AC
AOT: 157,036-SF = 3.61-AC
REMAINDER: 740,300-SF = 16.99-AC

TOTAL REMAINDER: 842,687-SF = 19.34-AC



JOB NO. 191010H



ALL EXISTING AND PROPOSED INFORMATION SHOWN ON THIS DRAWING IS BASED ON SKETCH OF DESCRIPTION (LIMITED ACCESS RIGHT-OF-WAY) FOR STATE ROAD 429 PREPARED BY URS CORPORATION DATED MARCH 18, 2014 AND 90% CONSTRUCTION PLANS PREPARED BY ATKINS NORTH AMERICA, INC. FEBRUARY 2014.

- LEGEND**
- ASPHALT
 - CONCRETE
 - GRASS
 - STORMWATER MANAGEMENT

PRELIMINARY
THOMAS J. HOLDER
SR 429
PARCEL 275

OVERALL UNCURED REMAINDER
NORTH: 331,884-SF = 7.619-AC
SOUTH: 1,186,138-SF = 27.230-AC

m e i civil
964 Lake Baldwin Lane, Suite 200
Orlando, FL 32814 CA 0006505
P: 407.893.6894 | F: 407.893.6851
Web Site: meicivil.com

JOB NO. 191010H

250mg/1000/191010 36429 275 meicivil/2014/191010 - Uncured Remainder - Preliminary
© me i civil 2014



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 the proposed statutory business damage counter-offer in the amount of \$78,805.00 for Parcels 275 and 279.

Tab D

MEMORANDUM

To: Right-of-Way Committee
Central Florida Expressway Authority

From: Deborah D. Keeter 
Atkins

Date: September 9, 2015

Re: Central Florida Expressway Authority's SR 528 Multi-Modal Corridor
Condition Precedent to Conveyance of Rail Easement Over the Existing S.R. 528 Right of Way
to All Aboard Florida - INFORMATIONAL ITEM

Part of the rail easement needed by All Aboard Florida runs through CFX's existing S.R. 528 right of way as shown by Exhibit A. Before an easement over CFX's existing S.R. 528 can be conveyed, the property must be declared as surplus in accordance with the provisions of Part 6 of CFX's Property Acquisition & Disposition Procedures Manual.

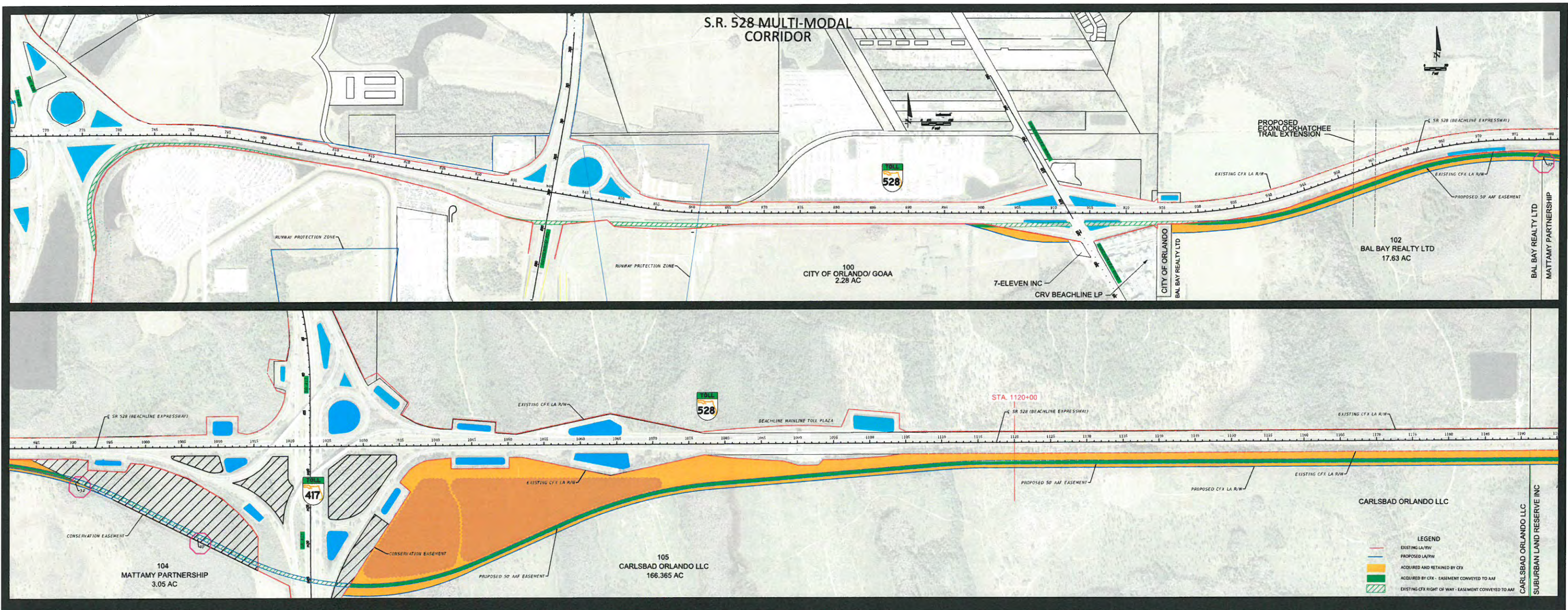
To declare property as surplus, it is necessary to obtain a determination that the property is not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes. In addition, because the property is subject to the Lease Purchase Agreement with the Florida Department of Transportation, CFX must file a certified stating that CFX is not in default of any covenants or provisions of the Master Resolutions with the Junior and Senior Bond Holders, and in the opinion of the General Consulting Engineers, CFX is in compliance with the applicable Sections of the Master Resolutions with the Junior and Senior Bond holders. Moreover, the CFX must adopt a resolution.

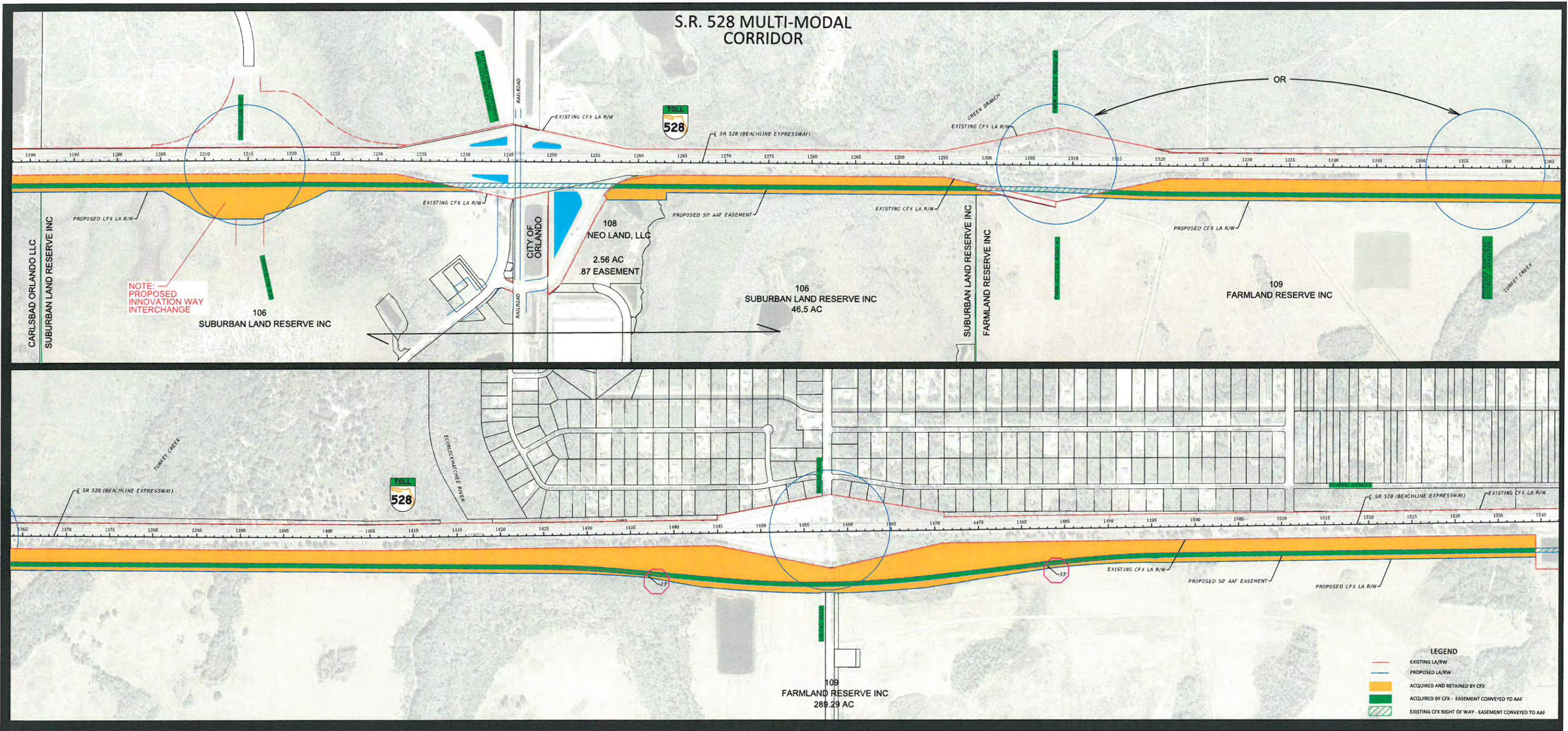
This matter will be brought to you at the October right of way meeting for your consideration.

SR 528 MULTI-MODAL CORRIDOR

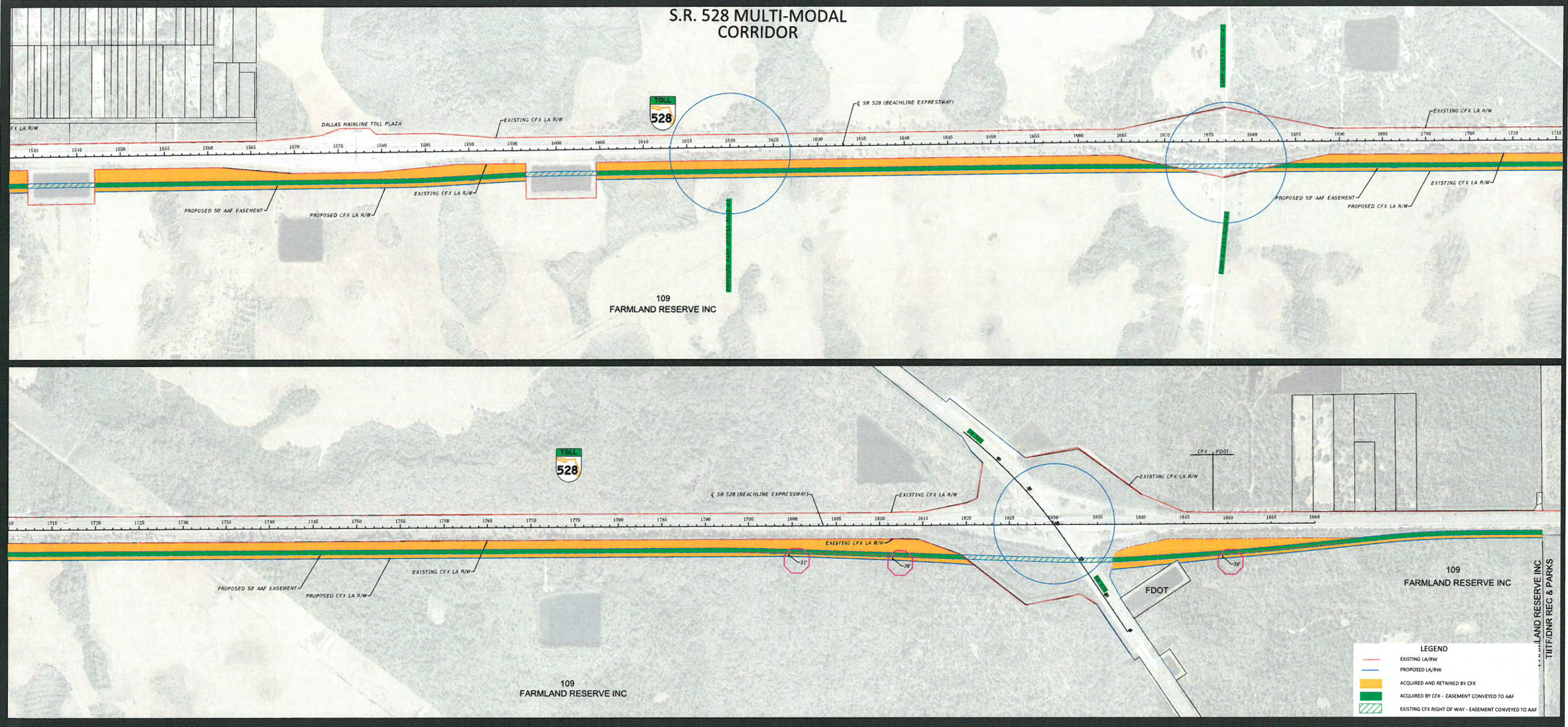
CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

SHEET
NO.





S.R. 528 MULTI-MODAL CORRIDOR



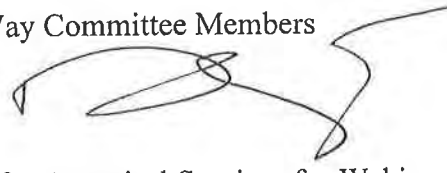
Tab E



Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority Right-of-Way Committee Members
FROM: David A. Shontz, Esq., Right-of-Way Counsel
DATE: September 9, 2015
RE: Durrance & Associates, P.A., Second Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206

A handwritten signature in black ink is written over the "FROM:" and "DATE:" lines of the memorandum.

Recommendation for approval is sought from the Central Florida Expressway Authority Right-of-Way Committee for the attached Second Agreement for Appraisal Services by Durrance & Associates, P.A. ("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 May 9, 2013, the Appraiser entered into an Agreement to provide pre-litigation and litigation appraisal services for the Wekiva Parkway Project with a limit of \$200,000. This Agreement was amended by the First Addendum, dated August 14, 2014 (adding an additional \$150,000). The attached Second Agreement will replace the original Agreement and its August 14, 2014 Addendum 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 appraiser is within the projected budget of \$350,000 for all appraisal reports for the 15 assigned parcels, plus post-order of taking expert witness litigation services. The appraiser has completed all appraisal reports for 13 parcels or 39 appraisal reports (first offer appraisal report, updated appraisal report for Order of Taking hearing, updated appraisal report for date of deposit/post-OT). Additionally, the appraiser has completed two of three appraisal reports for the remaining 2 parcels or 4 appraisal reports, with 2 date of deposit reports to be completed post OT. Upon completion of the 2 date of deposit/updated reports, that will conclude all appraisal work for order of taking purposes. The remaining work to be provided by the appraiser 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 Durance & Associates are set for trial over the coming 12 months. Accordingly, this request for a second 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 Second Agreement with an upset amount of \$200,000.00 is requested to allow the Appraiser to continue to provide consultation, appraisal 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 Appraisal Services and authorize execution of the Second Agreement in the amount of \$200,000.00 to allow continuation of services by Durance & Associates, P.A., related to anticipated litigation costs for the Wekiva Parkway Project.

ATTACHMENT

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

**SECOND AGREEMENT FOR APPRAISAL SERVICES FOR WEKIVA
PARKWAY PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206**

THIS SECOND AGREEMENT is effective this _____ day of _____, 2015, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Durrance & Associates, P.A. ("Appraiser"), whose business address is 300 South Hyde Park Avenue, Suite 201, Tampa, Florida 33606.

WITNESSETH:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Central Florida Expressway Authority, desires to employ the Appraiser to provide appraisal services as described herein; and

WHEREAS, the Appraiser is licensed, qualified, willing and able to perform the appraisal services required on the terms and conditions hereinafter set forth.

WHEREAS, the Central Florida Expressway Authority has given public notice of the appraisal services to be rendered pursuant to this Second Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Client and the Appraiser do hereby agree as follows:

ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER

1.1 Pre-Condemnation Consultation Services

If requested by the Client, the Appraiser agrees to provide pre-condemnation consultation services and advice regarding the effect of any proposed taking and any such other advice, as requested. Payment for such pre-condemnation consultation services shall be made in accordance with the compensation schedule set forth in Exhibit A, or for a negotiated flat fee.

1.2 Appraisal Services

The Appraiser agrees to perform appraisal services for each parcel of property that is described in an Addendum to this Agreement. Each Addendum shall set forth the Appraiser of Record, the street address (or other description) of the property to be appraised, and the Due Date for each appraisal report(s). It is understood and agreed that the performance of the appraisal services requires the expertise of an individual appraiser 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 Appraiser of Record leaves the Appraiser'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 Appraiser of Record so that the services shall be rendered without interruption or shall require the Appraiser to appoint a different individual as the Appraiser of Record. If the Agreement

is assigned to another appraisal firm, payment shall be made to the Appraiser for all services rendered.

The Appraiser of Record shall personally appraise each parcel identified in the Addendum and prepare and deliver six (6) color copies and one (1) electronic version of the appraisal report(s) to David A. Shontz, Esq. at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Appraiser shall commence work on the appraisal report(s) immediately and shall perform the work in the most expeditious manner and shall complete the appraisal report(s) within this timeframe, which the Appraiser acknowledges is reasonable. Upon the request from the Client, the Appraiser shall provide a progress report which shall advise as to the status of the services to be performed by the Appraiser. Any appraisal report provided hereunder shall be considered a draft appraisal report until such time as the area of taking has been surveyed and a certified legal description provided to the Appraiser. The Appraiser agrees and understands that it is to provide a draft appraisal report by the Due Date set forth in the Addendum, regardless of whether a certified legal description of the taking area has been provided.

It is agreed and understood that all services rendered under this Agreement and 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 Appraiser shall consult with the Client regarding services to be performed by the Appraiser, at such time(s) as may be mutually convenient for the parties to this agreement. The Appraiser shall initiate such consultations whenever the Appraiser is in doubt as to whether an element of property is real or personal property or needs legal advice on any aspect of the appraisals to be furnished under this Agreement.

1.3 Litigation Support Services

If requested by the Client, the Appraiser 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 property appraised under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as **Exhibit A**, or for a negotiated flat fee, and shall include such reasonable time as may be required for re-inspection of the property, updating the Appraiser's valuation, participation in pretrial conferences with the Client, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

1.4 Subconsultants

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

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

1.5 Appraiser's Standards of Performance

The Appraiser shall follow the Uniform Standards of Appraisal Practice (USPAP) to the extent such standards are consistent with the rules on the admissibility of evidence of value under the eminent domain laws of Florida. The Appraiser 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 Appraiser 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 Appraiser agrees that the Appraiser will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

1.6 Appraiser's Obligation to Correct Errors or Omissions

The Appraiser 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 Appraiser. The Appraiser shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Appraiser.

1.7 Non-Exclusive Rights

The rights granted to the Appraiser hereunder are nonexclusive, and the Client reserves the right to enter into agreements with other Appraisers to perform appraisal services, including without limitation, any of the services provided for herein.

1.8 Appraiser's Compliance with Laws and Regulations

The Appraiser and its employees and subconsultants 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 Appraiser 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 Appraiser to render its services hereunder.

1.9 Appraiser is not Client's Agent

The Appraiser 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 Appraiser 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.

1.10 Reduced Scope of Services

The Client shall have the right, by written notice to the Appraiser, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Appraiser 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 Appraiser 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 Pre-condemnation Consultation Services (described in Article 1.1) is the effective date of this Agreement. The date for commencement of the Appraisal Services (described in Article 1.2) is the effective date of each Addendum for service. The date for commencement of the Litigation Support Services (described in Article 1.3) is the date such services are required by the Client.

2.2 The Due Date for the delivery of the appraisal report(s) shall be included in each Addendum. By executing an Addendum, the Appraiser 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 Appraiser determines that the services are not progressing sufficiently to meet the Due Date, the Appraiser 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 Appraiser by the Client only after payment by the Central Florida Expressway Authority is received by the Client. Payment for services rendered by any subconsultants shall be paid to the Appraiser and the Appraiser shall be fully responsible for making payment to any subconsultant retained by the Appraiser. The Appraiser 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 Appraiser'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 Pre-Condemnation Consultation Services

It is expressly agreed and understood that the Appraiser shall be paid for all pre-condemnation consultation services in accordance with the compensation schedule set forth in Exhibit A, or for a negotiated flat fee, 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 Appraisal

It is expressly agreed and understood that the Appraiser shall be paid for satisfactorily performed appraisal services set forth in each Addendum to this Agreement, for each parcel appraised hereunder in accordance with the compensation schedule set forth on Exhibit A, or for a negotiated flat fee. No payment shall be made for appraisal services until after the receipt of the appraisal report(s) by the Client. Once a final appraisal report(s) has been provided to the Client, invoices for appraisal services shall be paid within forty-five (45) days after receipt of the invoice.

The Appraiser shall receive compensation in accordance with Exhibit A, or the negotiated flat fee, for services performed in connection with the modification or preparation of any supplement or update to any appraisal report furnished under this agreement if (1) there is a significant delay (i.e., more than sixty (60) days) between the date of valuation and the date of acquisition of any parcel, (2) the property has been materially altered since the appraisal (i.e., fire or act of God), (3) the boundaries of the

property to be acquired have been revised, or (4) if requested by the Client for any other reason not the fault of the Appraiser.

The Appraiser shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any appraisal report furnished under this agreement if (1) applicable principles of law with respect to the valuation of the property require the modification on or supplementing of such appraisal, (2) material omissions, inaccuracies, or defects in the appraisal report are discovered such that the appraisal report must be reviewed by the Review Appraiser more than twice, or (3) the Appraiser receives or becomes aware of relevant additional appraisal information in existence prior to the date the Appraiser signed the report.

3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Appraiser shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A**, or the negotiated flat fee, 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 Appraiser shall submit detailed invoices to the Client for all services rendered. The Appraiser represents and warrants that all billable hours and rates furnished by the Appraiser 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 to the Client and then Client shall forward the payment to the Appraiser as provided herein.

The Client shall notify the Appraiser 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 Client for the Appraiser 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 Appraiser is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Appraiser.

3.7 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of Two Hundred Thousand and NO/100 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 Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the client prior to reaching the Two Hundred Thousand and NO/100 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 Appraisal Reports

If the Appraiser fails to submit either any appraisal report by the Due Date the Appraiser 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 appraisal report is delayed. If the Appraiser submits the draft or final appraisal report more than seven (7) calendar days after the Due Date the Appraiser will be assessed two percent (2%) of the lump sum for such report per calendar day thereafter, until the appraisal report is received by the Client.

4.2 Responses, Modifications, or Corrections

The Client or the Client's designated Review Appraiser will notify the Appraiser of any modifications, corrections or additional services that, in the sole discretion of the Review Appraiser, 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 Review Appraiser. Once the Appraiser completes the requested modifications, corrections or additional services, the Appraiser shall submit a revised appraisal report to the Client

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

ARTICLE 5 - RECORDS

5.1 Maintenance of Records

The Appraiser shall maintain complete and accurate records relating to all services rendered by Appraiser 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 Appraiser'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 Appraiser'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 Appraiser's records. Production of such records by the Appraiser shall not constitute promulgation and shall retain in the Appraiser all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Appraiser 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 Appraiser 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 Appraiser of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Appraiser's statement for that month, the entire reasonable expense of the audit shall be borne by the Appraiser. The Appraiser 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.

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, Appraiser will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Appraiser. The Appraiser shall be paid for the services satisfactorily performed by the Appraiser if the appraisal report(s) has been provided to the Client. If the appraisal report(s) has not been provided to the Client, the Appraiser shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Appraiser 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 Appraiser or its subconsultants in performing services under this Agreement, whether completed or in process. The Appraiser shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7- CONFIDENTIALITY

Unless otherwise required by law, the Appraiser 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 Appraiser or received from the Client, concerning the services rendered by the Appraiser or any subconsultant 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**. Neither electronic mail, instant messaging, nor facsimile shall 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 Appraiser. 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 Appraiser'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 Appraiser shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Appraiser 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 Appraiser, 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 consent, the Appraiser and Subconsultants shall not undertake services when it would reasonably appear that such services could compromise the Appraiser's judgment or prevent the Appraiser from serving the best interests of the Client. Except with the Client's knowledge and consent, the Appraiser shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be condemned by the Central Florida Expressway Authority for the projects which are collectively known as the S.R. 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 appraisal report(s) prepared hereunder.

8.11 Appraiser Contractual Authorization

Appraiser 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 Appraiser is bound, or any judgment, decree or order of any court.

[The remainder of this page intentionally left blank]

[Signatures on Following Pages]

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

SHUTTS & BOWEN LLP

Attest:

Witness Signature

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

By: _____

David A. Shontz, Esq.
Legal Counsel to the Central
Florida Expressway Authority

DURRANCE & ASSOCIATES, P.A.

By: _____

Chad G. Durrance, President

EXHIBIT A

Client's Representative

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

Appraiser's Representative

Chad G. Durrance, President
Durrance & Associates, P.A.
300 South Hyde Park Avenue, Suite 201
Tampa, Florida 33606

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

Appraiser's Compensation Schedule including all Billable Rates is as follows.
(The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

Principal	\$215/hr.
Senior Appraiser	\$190/hr.
Associate Appraiser	\$145/hr.
Researcher Staff	\$95/hr.

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Item 7 – Tab E

Durrance Original Agreement

**AGREEMENT FOR APPRAISAL SERVICES FOR WEKIVA PARKWAY
PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206**

THIS AGREEMENT is effective this 9th day of May, 2013, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Durrance & Associates, P.A. ("Appraiser"), whose business address is 300 South Hyde Park Avenue, Suite 201, Tampa, Florida 33606.

WITNESSETH:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Orlando-Orange County Expressway Authority, desires to employ the Appraiser to provide appraisal services as described herein; and

WHEREAS, the Appraiser is licensed, qualified, willing and able to perform the appraisal services required on the terms and conditions hereinafter set forth.

WHEREAS, the Orlando-Orange County Expressway Authority has given public notice of the appraisal services to be rendered pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Client and the Appraiser do hereby agree as follows:

ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER

1.1 Pre-Condemnation Consultation Services

If requested by the Client, the Appraiser agrees to provide pre-condemnation consultation services and advice regarding the effect of any proposed taking and any such other advice, as requested. Payment for such pre-condemnation consultation services shall be made in accordance with the compensation schedule set forth in Exhibit A, or for a negotiated flat fee.

1.2 Appraisal Services

The Appraiser agrees to perform appraisal services for each parcel of property that is described in an Addendum to this Agreement. Each Addendum shall set forth the Appraiser of Record, the street address (or other description) of the property to be appraised, and the Due Date for each appraisal report(s). It is understood and agreed that the performance of the appraisal services requires the expertise of an individual appraiser 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 Appraiser of Record leaves the Appraiser'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 Appraiser of Record so that the services shall be rendered without interruption or shall require the Appraiser to appoint a different individual as the Appraiser of Record. If the Agreement

is assigned to another appraisal firm, payment shall be made to the Appraiser for all services rendered.

The Appraiser of Record shall personally appraise each parcel identified in the Addendum and prepare and deliver six (6) color copies of the appraisal report(s) to David A. Shontz, Esq. at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Appraiser shall commence work on the appraisal report(s) immediately and shall perform the work in the most expeditious manner and shall complete the appraisal report(s) within this timeframe, which the Appraiser acknowledges is reasonable. Upon the request from the Client, the Appraiser shall provide a progress report which shall advise as to the status of the services to be performed by the Appraiser. Any appraisal report provided hereunder shall be considered a draft appraisal report until such time as the area of taking has been surveyed and a certified legal description provided to the Appraiser. The Appraiser agrees and understands that it is to provide a draft appraisal report by the Due Date set forth in the Addendum, regardless of whether a certified legal description of the taking area has been provided.

It is agreed and understood that all services rendered under this Agreement and 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 Appraiser shall consult with the Client regarding services to be performed by the Appraiser, at such time(s) as may be mutually convenient for the parties to this agreement. The Appraiser shall initiate such consultations whenever the Appraiser is in doubt as to whether an element of property is real or personal property or needs legal advice on any aspect of the appraisals to be furnished under this Agreement.

1.3 Litigation Support Services

If requested by the Client, the Appraiser of Record shall personally testify under oath as an expert witness on behalf of the Orlando-Orange County Expressway Authority in any judicial proceeding involving any property appraised under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as Exhibit A, or for a negotiated flat fee, and shall include such reasonable time as may be required for re-inspection of the property, updating the Appraiser's valuation, participation in pretrial conferences with the Client, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

1.4 Subconsultants

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

The Client shall have no liability or obligation to the subconsultants hereunder. The Orlando-Orange County Expressway Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the subconsultants, to pay a specific amount directly to a subconsultant. In such event, the Appraiser agrees any such payments shall be treated as a direct payment to the Appraiser's account. Subconsultant fees shall be invoiced at cost with no additional markup applied by the Appraiser.

1.5 Appraiser's Standards of Performance

The Appraiser shall follow the Uniform Standards of Appraisal Practice (USPAP) to the extent such standards are consistent with the rules on the admissibility of evidence of value under the eminent domain laws of Florida. The Appraiser 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 Appraiser 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 Appraiser agrees that the Appraiser will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

1.6 Appraiser's Obligation to Correct Errors or Omissions

The Appraiser 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 Appraiser. The Appraiser shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Appraiser.

1.7 Non-Exclusive Rights

The rights granted to the Appraiser hereunder are nonexclusive, and the Client reserves the right to enter into agreements with other Appraisers to perform appraisal services, including without limitation, any of the services provided for herein.

1.8 Appraiser's Compliance with Laws and Regulations

The Appraiser and its employees and subconsultants 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 Appraiser 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 Appraiser to render its services hereunder.

1.9 Appraiser is not Client's Agent

The Appraiser 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 Appraiser is not authorized to act as the agent of the Orlando-Orange County Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Orlando-Orange County Expressway Authority.

1.10 Reduced Scope of Services

The Client shall have the right, by written notice to the Appraiser, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Appraiser 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 Appraiser 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 Pre-condemnation Consultation Services (described in Article 1.1) is the effective date of this Agreement. The date for commencement of the Appraisal Services (described in Article 1.2) is the effective date of each Addendum for service. The date for commencement of the Litigation Support Services (described in Article 1.3) is the date such services are required by the Client.

2.2 The Due Date for the delivery of the appraisal report(s) shall be included in each Addendum. By executing an Addendum, the Appraiser 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 Appraiser determines that the services are not progressing sufficiently to meet the Due Date, the Appraiser 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 Appraiser by the Client only after payment by the Orlando-Orange County Expressway Authority is received by the Client. Payment for services rendered by any subconsultants shall be paid to the Appraiser and the Appraiser shall be fully responsible for making payment to any subconsultant retained by the Appraiser. The Appraiser acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Orlando-Orange County Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Appraiser's services on behalf of the Orlando-Orange County 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 Pre-Condemnation Consultation Services

It is expressly agreed and understood that the Appraiser shall be paid for all pre-condemnation consultation services in accordance with the compensation schedule set forth in Exhibit A, or for a negotiated flat fee, 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 Appraisal

It is expressly agreed and understood that the Appraiser shall be paid for satisfactorily performed appraisal services set forth in each Addendum to this Agreement, for each parcel appraised hereunder in accordance with the compensation schedule set forth on Exhibit A, or for a negotiated flat fee. No payment shall be made for appraisal services until after the receipt of the appraisal report(s) by the Client. Once a final appraisal report(s) has been provided to the Client, invoices for appraisal services shall be paid within forty-five (45) days after receipt of the invoice.

The Appraiser shall receive compensation in accordance with Exhibit A, or the negotiated flat fee, for services performed in connection with the modification or preparation of any supplement or update to any appraisal report furnished under this agreement if (1) there is a significant delay (i.e., more than sixty (60) days) between the date of valuation and the date of acquisition of any parcel, (2) the property has been materially altered since the appraisal (i.e., fire or act of God), (3) the boundaries of the

property to be acquired have been revised, or (4) if requested by the Client for any other reason not the fault of the Appraiser.

The Appraiser shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any appraisal report furnished under this agreement if (1) applicable principles of law with respect to the valuation of the property require the modification on or supplementing of such appraisal, (2) material omissions, inaccuracies, or defects in the appraisal report are discovered such that the appraisal report must be reviewed by the Review Appraiser more than twice, or (3) the Appraiser receives or becomes aware of relevant additional appraisal information in existence prior to the date the Appraiser signed the report.

3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Appraiser shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A**, or the negotiated flat fee, 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 Appraiser shall submit detailed invoices to the Client for all services rendered. The Appraiser represents and warrants that all billable hours and rates furnished by the Appraiser 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 Orlando-Orange County Expressway Authority for payment to the Client and then Client shall forward the payment to the Appraiser as provided herein.

The Client shall notify the Appraiser 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 Orlando-Orange County Expressway Authority shall promptly pay the Client for the Appraiser 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 Orlando-Orange County Expressway Authority shall have the right to withhold payment on any invoice in the event that the Appraiser is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Appraiser.

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 Orlando-Orange County Expressway Authority. It shall be the responsibility of the Appraiser 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 Orlando-Orange County Expressway Authority.

ARTICLE 4- LIQUIDATED DAMAGES

4.1 Appraisal Reports

If the Appraiser fails to submit either any appraisal report by the Due Date the Appraiser 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 appraisal report is delayed. If the Appraiser submits the draft or final appraisal report more than seven (7) calendar days after the Due Date the Appraiser will be assessed two percent (2%) of the lump sum for such report per calendar day thereafter, until the appraisal report is received by the Client.

4.2 Responses, Modifications, or Corrections

The Client or the Client's designated Review Appraiser will notify the Appraiser of any modifications, corrections or additional services that, in the sole discretion of the Review Appraiser, 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 Review Appraiser. Once the Appraiser completes the requested modifications, corrections or additional services, the Appraiser shall submit a revised appraisal report to the Client

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

ARTICLE 5 - RECORDS

5.1 Maintenance of Records

The Appraiser shall maintain complete and accurate records relating to all services rendered by Appraiser 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 Appraiser'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 Appraiser'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 Appraiser's records. Production of such records by the Appraiser shall not constitute promulgation and shall retain in the Appraiser all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Appraiser 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 Appraiser to the Orlando-Orange County 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 Appraiser of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Appraiser's statement for that month, the entire reasonable expense of the audit shall be borne by the Appraiser. The Appraiser 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. No Addenda shall be issued after two (2) years from the effective date of this Agreement. 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, Appraiser will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Appraiser. The Appraiser shall be paid for the services satisfactorily performed by the Appraiser if the appraisal report(s) has been provided to the Client. If the appraisal report(s) has not been provided to the Client, the Appraiser shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Appraiser 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 Appraiser or its subconsultants in performing services under this Agreement, whether completed or in

process. The Appraiser shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7- CONFIDENTIALITY

Unless otherwise required by law, the Appraiser 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 Appraiser or received from the Client, concerning the services rendered by the Appraiser or any subconsultant 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**. Neither electronic mail, instant messaging, nor facsimile shall 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 Appraiser. 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 Appraiser'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 Appraiser shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Appraiser 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 Appraiser, 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 Orlando-Orange County 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 Orlando-Orange County 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 Orlando-Orange County 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 consent, the Appraiser and Subconsultants shall not undertake services when it would reasonably appear that such services could compromise the Appraiser's judgment or prevent the Appraiser from serving the best interests of the Client. Except with the Client's knowledge and consent, the Appraiser shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be condemned by the Orlando-Orange County Expressway Authority for the projects which are collectively known as the S.R. 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 Orlando-Orange County 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 Orlando-Orange County 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 Orlando-Orange County 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 Orlando-Orange County Expressway Authority and the Orlando-Orange County Expressway Authority is entitled to rely upon the appraisal report(s) prepared hereunder.

8.11 Appraiser Contractual Authorization

Appraiser 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 Appraiser 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:


Witness Signature

Mary Ellen Farmer
Printed Name


Witness Signature

Terri L. Martin
Printed Name


Witness Signature


Melissa Spies
Printed Name


Witness Signature

Joseph H. Pinzivalli
Printed Name

SHUTTS & BOWEN LLP

By:


David A. Shontz, Esq.
Legal Counsel to the Orlando-Orange
County Expressway Authority

DURRANCE & ASSOCIATES, P.A.

By:


Chad G. Durrance, President

EXHIBIT A

Client's Representative

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

Appraiser's Representative

Chad G. Durrance, President
Durrance & Associates, P.A.
300 South Hyde Park Avenue, Suite 201
Tampa, Florida 33606

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

- ☐ Appraiser's Compensation Schedule including all Billable Rates is as follows. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

Principal	\$215/hr.
Senior Appraiser	\$190/hr.
Associate Appraiser	\$145/hr.
Researcher Staff	\$95/hr.

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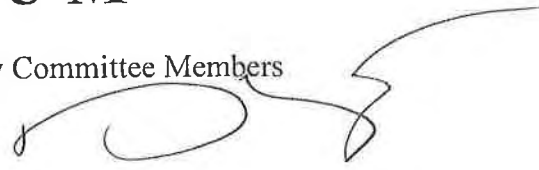
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MEMORANDUM

TO: Central Florida Expressway Authority Right-of-Way Committee Members
FROM: David A. Shontz, Esq., Right-of-Way Counsel
DATE: September 9, 2015
RE: Pinel & Carpenter, Inc., Second 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 Second Agreement for Appraisal Services by Pinel & Carpenter, Inc., ("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 May 9, 2013, 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 \$200,000. This Agreement was amended by the First Addendum, dated March 5, 2014 (adding an additional \$150,000), and the Second Addendum, dated November 13, 2014 (adding an additional \$200,000). 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 appraiser is within the projected budget of \$510,000 for all appraisal reports for the 27 assigned parcels, plus post-order of taking expert witness litigation services, as set forth in the October 23, 2014 memorandum to this committee. The appraiser has completed all appraisal reports for 19 parcels or 57 appraisal reports (first offer appraisal report, updated appraisal report for Order of Taking hearing, updated appraisal report for date of deposit/post-OT). Additionally, the appraiser has completed two of the three appraisal reports for the remaining 9 parcels or 18 appraisal reports, with 9 date of deposit reports to completed post OT. Furthermore, the appraiser

was assigned 1 additional parcel to provide appraisal/expert witness services since the initial budget project in October of 2014. Upon completion of the 9 date of deposit/updated reports, that will conclude all appraisal work for order of taking purposes. The remaining work to be provided by the appraiser 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 Pinel & Carpenter are set for trial in the next 90 days. Accordingly, this request for a second 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 Second Agreement with an upset amount of \$200,000.00 is requested to allow the Appraiser to continue to provide consultation, appraisal 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 Appraisal Services and authorize execution of the Second Agreement in the amount of \$200,000.00 to allow continuation of services by Pinel & Carpenter, Inc., related to anticipated litigation costs for the Wekiva Parkway Project.

ATTACHMENT

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

**SECOND AGREEMENT FOR APPRAISAL SERVICES FOR WEKIVA
PARKWAY PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206**

THIS SECOND AGREEMENT is effective this _____ day of _____, 2015, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Pinel & Carpenter, Inc. ("Appraiser"), whose business address is 824 North Highland Avenue, Orlando, Florida 32803.

WITNESSETH:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Central Florida Expressway Authority, desires to employ the Appraiser to provide appraisal services as described herein; and

WHEREAS, the Appraiser is licensed, qualified, willing and able to perform the appraisal services required on the terms and conditions hereinafter set forth.

WHEREAS, the Central Florida Expressway Authority has given public notice of the appraisal services to be rendered pursuant to this Second Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Client and the Appraiser do hereby agree as follows:

ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER

1.1 Pre-Condemnation Consultation Services

If requested by the Client, the Appraiser agrees to provide pre-condemnation consultation services and advice regarding the effect of any proposed taking and any such other advice, as requested. Payment for such pre-condemnation consultation services shall be made in accordance with the compensation schedule set forth in Exhibit A, or for a negotiated flat fee.

1.2 Appraisal Services

The Appraiser agrees to perform appraisal services for each parcel of property that is described in an Addendum to this Agreement. Each Addendum shall set forth the Appraiser of Record, the street address (or other description) of the property to be appraised, and the Due Date for each appraisal report(s). It is understood and agreed that the performance of the appraisal services requires the expertise of an individual appraiser 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 Appraiser of Record leaves the Appraiser'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 Appraiser of Record so that the services shall be rendered without interruption or shall require the Appraiser to appoint a different individual as the Appraiser of Record. If the Agreement

is assigned to another appraisal firm, payment shall be made to the Appraiser for all services rendered.

The Appraiser of Record shall personally appraise each parcel identified in the Addendum and prepare and deliver six (6) color copies and one (1) electronic version of the appraisal report(s) to David A. Shontz, Esq. at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Appraiser shall commence work on the appraisal report(s) immediately and shall perform the work in the most expeditious manner and shall complete the appraisal report(s) within this timeframe, which the Appraiser acknowledges is reasonable. Upon the request from the Client, the Appraiser shall provide a progress report which shall advise as to the status of the services to be performed by the Appraiser. Any appraisal report provided hereunder shall be considered a draft appraisal report until such time as the area of taking has been surveyed and a certified legal description provided to the Appraiser. The Appraiser agrees and understands that it is to provide a draft appraisal report by the Due Date set forth in the Addendum, regardless of whether a certified legal description of the taking area has been provided.

It is agreed and understood that all services rendered under this Agreement and 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 Appraiser shall consult with the Client regarding services to be performed by the Appraiser, at such time(s) as may be mutually convenient for the parties to this agreement. The Appraiser shall initiate such consultations whenever the Appraiser is in doubt as to whether an element of property is real or personal property or needs legal advice on any aspect of the appraisals to be furnished under this Agreement.

1.3 Litigation Support Services

If requested by the Client, the Appraiser 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 property appraised under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as Exhibit A, or for a negotiated flat fee, and shall include such reasonable time as may be required for re-inspection of the property, updating the Appraiser's valuation, participation in pretrial conferences with the Client, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

1.4 Subconsultants

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

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

1.5 Appraiser's Standards of Performance

The Appraiser shall follow the Uniform Standards of Appraisal Practice (USPAP) to the extent such standards are consistent with the rules on the admissibility of evidence of value under the eminent domain laws of Florida. The Appraiser 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 Appraiser 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 Appraiser agrees that the Appraiser will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

1.6 Appraiser's Obligation to Correct Errors or Omissions

The Appraiser 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 Appraiser. The Appraiser shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Appraiser.

1.7 Non-Exclusive Rights

The rights granted to the Appraiser hereunder are nonexclusive, and the Client reserves the right to enter into agreements with other Appraisers to perform appraisal services, including without limitation, any of the services provided for herein.

1.8 Appraiser's Compliance with Laws and Regulations

The Appraiser and its employees and subconsultants 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 Appraiser 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 Appraiser to render its services hereunder.

1.9 Appraiser is not Client's Agent

The Appraiser 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 Appraiser 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.

1.10 Reduced Scope of Services

The Client shall have the right, by written notice to the Appraiser, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Appraiser 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 Appraiser 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 Pre-condemnation Consultation Services (described in Article 1.1) is the effective date of this Agreement. The date for commencement of the Appraisal Services (described in Article 1.2) is the effective date of each Addendum for service. The date for commencement of the Litigation Support Services (described in Article 1.3) is the date such services are required by the Client.

2.2 The Due Date for the delivery of the appraisal report(s) shall be included in each Addendum. By executing an Addendum, the Appraiser 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 Appraiser determines that the services are not progressing sufficiently to meet the Due Date, the Appraiser 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 Appraiser by the Client only after payment by the Central Florida Expressway Authority is received by the Client. Payment for services rendered by any subconsultants shall be paid to the Appraiser and the Appraiser shall be fully responsible for making payment to any subconsultant retained by the Appraiser. The Appraiser 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 Appraiser'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 Pre-Condemnation Consultation Services

It is expressly agreed and understood that the Appraiser shall be paid for all pre-condemnation consultation services in accordance with the compensation schedule set forth in Exhibit A, or for a negotiated flat fee, 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 Appraisal

It is expressly agreed and understood that the Appraiser shall be paid for satisfactorily performed appraisal services set forth in each Addendum to this Agreement, for each parcel appraised hereunder in accordance with the compensation schedule set forth on Exhibit A, or for a negotiated flat fee. No payment shall be made for appraisal services until after the receipt of the appraisal report(s) by the Client. Once a final appraisal report(s) has been provided to the Client, invoices for appraisal services shall be paid within forty-five (45) days after receipt of the invoice.

The Appraiser shall receive compensation in accordance with Exhibit A, or the negotiated flat fee, for services performed in connection with the modification or preparation of any supplement or update to any appraisal report furnished under this agreement if (1) there is a significant delay (i.e., more than sixty (60) days) between the date of valuation and the date of acquisition of any parcel, (2) the property has been materially altered since the appraisal (i.e., fire or act of God), (3) the boundaries of the

property to be acquired have been revised, or (4) if requested by the Client for any other reason not the fault of the Appraiser.

The Appraiser shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any appraisal report furnished under this agreement if (1) applicable principles of law with respect to the valuation of the property require the modification on or supplementing of such appraisal, (2) material omissions, inaccuracies, or defects in the appraisal report are discovered such that the appraisal report must be reviewed by the Review Appraiser more than twice, or (3) the Appraiser receives or becomes aware of relevant additional appraisal information in existence prior to the date the Appraiser signed the report.

3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Appraiser shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A**, or the negotiated flat fee, 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 Appraiser shall submit detailed invoices to the Client for all services rendered. The Appraiser represents and warrants that all billable hours and rates furnished by the Appraiser 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 to the Client and then Client shall forward the payment to the Appraiser as provided herein.

The Client shall notify the Appraiser 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 Client for the Appraiser 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 Appraiser is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Appraiser.

3.7 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of Two Hundred Thousand and NO/100 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 Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the client prior to reaching the Two Hundred Thousand and NO/100 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 Appraisal Reports

If the Appraiser fails to submit either any appraisal report by the Due Date the Appraiser 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 appraisal report is delayed. If the Appraiser submits the draft or final appraisal report more than seven (7) calendar days after the Due Date the Appraiser will be assessed two percent (2%) of the lump sum for such report per calendar day thereafter, until the appraisal report is received by the Client.

4.2 Responses, Modifications, or Corrections

The Client or the Client's designated Review Appraiser will notify the Appraiser of any modifications, corrections or additional services that, in the sole discretion of the Review Appraiser, 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 Review Appraiser. Once the Appraiser completes the requested modifications, corrections or additional services, the Appraiser shall submit a revised appraisal report to the Client

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

ARTICLE 5 - RECORDS

5.1 Maintenance of Records

The Appraiser shall maintain complete and accurate records relating to all services rendered by Appraiser 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 Appraiser'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 Appraiser'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 Appraiser's records. Production of such records by the Appraiser shall not constitute promulgation and shall retain in the Appraiser all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Appraiser 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 Appraiser 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 Appraiser of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Appraiser's statement for that month, the entire reasonable expense of the audit shall be borne by the Appraiser. The Appraiser 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.

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, Appraiser will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Appraiser. The Appraiser shall be paid for the services satisfactorily performed by the Appraiser if the appraisal report(s) has been provided to the Client. If the appraisal report(s) has not been provided to the Client, the Appraiser shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Appraiser 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 Appraiser or its subconsultants in performing services under this Agreement, whether completed or in process. The Appraiser shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7- CONFIDENTIALITY

Unless otherwise required by law, the Appraiser 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 Appraiser or received from the Client, concerning the services rendered by the Appraiser or any subconsultant 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. Neither electronic mail, instant messaging, nor facsimile shall 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 Appraiser. 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 Appraiser'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 Appraiser shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Appraiser 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 Appraiser, 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 consent, the Appraiser and Subconsultants shall not undertake services when it would reasonably appear that such services could compromise the Appraiser's judgment or prevent the Appraiser from serving the best interests of the Client. Except with the Client's knowledge and consent, the Appraiser shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be condemned by the Central Florida Expressway Authority for the projects which are collectively known as the S.R. 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 appraisal report(s) prepared hereunder.

8.11 Appraiser Contractual Authorization

Appraiser 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 Appraiser is bound, or any judgment, decree or order of any court.

[The remainder of this page intentionally left blank]

[Signatures on Following Pages]

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

SHUTTS & BOWEN LLP

Attest:

Witness Signature

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

By: _____

David A. Shontz, Esq.
Legal Counsel to the Central
Florida Expressway Authority

PINEL & CARPENTER, INC.

By: _____

Walter Carpenter

EXHIBIT A

Client's Representative

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

Appraiser's Representative

Walter Carpenter
Pinel & Carpenter, Inc.
824 North Highland Avenue
Orlando, Florida 32803

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

Appraiser's Compensation Schedule including all Billable Rates is as follows.
(The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

MAI/Partner	\$275/hr.
Senior Staff Appraiser	\$150 to \$200/hr.
Associate Appraiser	\$110 to \$140/hr.
Researcher Staff	\$80/hr.

ORLDOCS 14204275 2

Item 8 – Tab F

Pinel & Carpenter Agreement for Appraisal Services, Addendum and Second Addendum

**AGREEMENT FOR APPRAISAL SERVICES FOR WEKIVA PARKWAY
PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206**

THIS AGREEMENT is effective this 9th day of May, 2013, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Pinel & Carpenter ("Appraiser"), whose business address is 824 North Highland Avenue, Orlando, Florida 32803.

WITNESSETH:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Orlando-Orange County Expressway Authority, desires to employ the Appraiser to provide appraisal services as described herein; and

WHEREAS, the Appraiser is licensed, qualified, willing and able to perform the appraisal services required on the terms and conditions hereinafter set forth.

WHEREAS, the Orlando-Orange County Expressway Authority has given public notice of the appraisal services to be rendered pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Client and the Appraiser do hereby agree as follows:

ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER

1.1 Pre-Condemnation Consultation Services

If requested by the Client, the Appraiser agrees to provide pre-condemnation consultation services and advice regarding the effect of any proposed taking and any such other advice, as requested. Payment for such pre-condemnation consultation services shall be made in accordance with the compensation schedule set forth in Exhibit A, or for a negotiated flat fee.

1.2 Appraisal Services

The Appraiser agrees to perform appraisal services for each parcel of property that is described in an Addendum to this Agreement. Each Addendum shall set forth the Appraiser of Record, the street address (or other description) of the property to be appraised, and the Due Date for each appraisal report(s). It is understood and agreed that the performance of the appraisal services requires the expertise of an individual appraiser 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 Appraiser of Record leaves the Appraiser'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 Appraiser of Record so that the services shall be rendered without interruption or shall require the Appraiser to appoint a different individual as the Appraiser of Record. If the Agreement

is assigned to another appraisal firm, payment shall be made to the Appraiser for all services rendered.

The Appraiser of Record shall personally appraise each parcel identified in the Addendum and prepare and deliver six (6) color copies of the appraisal report(s) to David A. Shontz, Esq. at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Appraiser shall commence work on the appraisal report(s) immediately and shall perform the work in the most expeditious manner and shall complete the appraisal report(s) within this timeframe, which the Appraiser acknowledges is reasonable. Upon the request from the Client, the Appraiser shall provide a progress report which shall advise as to the status of the services to be performed by the Appraiser. Any appraisal report provided hereunder shall be considered a draft appraisal report until such time as the area of taking has been surveyed and a certified legal description provided to the Appraiser. The Appraiser agrees and understands that it is to provide a draft appraisal report by the Due Date set forth in the Addendum, regardless of whether a certified legal description of the taking area has been provided.

It is agreed and understood that all services rendered under this Agreement and 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 Appraiser shall consult with the Client regarding services to be performed by the Appraiser, at such time(s) as may be mutually convenient for the parties to this agreement. The Appraiser shall initiate such consultations whenever the Appraiser is in doubt as to whether an element of property is real or personal property or needs legal advice on any aspect of the appraisals to be furnished under this Agreement.

1.3 Litigation Support Services

If requested by the Client, the Appraiser of Record shall personally testify under oath as an expert witness on behalf of the Orlando-Orange County Expressway Authority in any judicial proceeding involving any property appraised under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as Exhibit A, or for a negotiated flat fee, and shall include such reasonable time as may be required for re-inspection of the property, updating the Appraiser's valuation, participation in pretrial conferences with the Client, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

1.4 Subconsultants

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

The Client shall have no liability or obligation to the subconsultants hereunder. The Orlando-Orange County Expressway Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the subconsultants, to pay a specific amount directly to a subconsultant. In such event, the Appraiser agrees any such payments shall be treated as a direct payment to the Appraiser's account. Subconsultant fees shall be invoiced at cost with no additional markup applied by the Appraiser.

1.5 Appraiser's Standards of Performance

The Appraiser shall follow the Uniform Standards of Appraisal Practice (USPAP) to the extent such standards are consistent with the rules on the admissibility of evidence of value under the eminent domain laws of Florida. The Appraiser 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 Appraiser 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 Appraiser agrees that the Appraiser will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

1.6 Appraiser's Obligation to Correct Errors or Omissions

The Appraiser 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 Appraiser. The Appraiser shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Appraiser.

1.7 Non-Exclusive Rights

The rights granted to the Appraiser hereunder are nonexclusive, and the Client reserves the right to enter into agreements with other Appraisers to perform appraisal services, including without limitation, any of the services provided for herein.

1.8 Appraiser's Compliance with Laws and Regulations

The Appraiser and its employees and subconsultants 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 Appraiser 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 Appraiser to render its services hereunder.

1.9 Appraiser is not Client's Agent

The Appraiser 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 Appraiser is not authorized to act as the agent of the Orlando-Orange County Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Orlando-Orange County Expressway Authority.

1.10 Reduced Scope of Services

The Client shall have the right, by written notice to the Appraiser, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Appraiser 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 Appraiser 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 Pre-condemnation Consultation Services (described in Article 1.1) is the effective date of this Agreement. The date for commencement of the Appraisal Services (described in Article 1.2) is the effective date of each Addendum for service. The date for commencement of the Litigation Support Services (described in Article 1.3) is the date such services are required by the Client.

2.2 The Due Date for the delivery of the appraisal report(s) shall be included in each Addendum. By executing an Addendum, the Appraiser 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 Appraiser determines that the services are not progressing sufficiently to meet the Due Date, the Appraiser 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 Appraiser by the Client only after payment by the Orlando-Orange County Expressway Authority is received by the Client. Payment for services rendered by any subconsultants shall be paid to the Appraiser and the Appraiser shall be fully responsible for making payment to any subconsultant retained by the Appraiser. The Appraiser acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Orlando-Orange County Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Appraiser's services on behalf of the Orlando-Orange County 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 Pre-Condemnation Consultation Services

It is expressly agreed and understood that the Appraiser shall be paid for all pre-condemnation consultation services in accordance with the compensation schedule set forth in **Exhibit A**, or for a negotiated flat fee, 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 Appraisal

It is expressly agreed and understood that the Appraiser shall be paid for satisfactorily performed appraisal services set forth in each Addendum to this Agreement, for each parcel appraised hereunder in accordance with the compensation schedule set forth on **Exhibit A**, or for a negotiated flat fee. No payment shall be made for appraisal services until after the receipt of the appraisal report(s) by the Client. Once a final appraisal report(s) has been provided to the Client, invoices for appraisal services shall be paid within forty-five (45) days after receipt of the invoice.

The Appraiser shall receive compensation in accordance with **Exhibit A**, or the negotiated flat fee, for services performed in connection with the modification or preparation of any supplement or update to any appraisal report furnished under this agreement if (1) there is a significant delay (i.e., more than sixty (60) days) between the date of valuation and the date of acquisition of any parcel, (2) the property has been materially altered since the appraisal (i.e., fire or act of God), (3) the boundaries of the

property to be acquired have been revised, or (4) if requested by the Client for any other reason not the fault of the Appraiser.

The Appraiser shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any appraisal report furnished under this agreement if (1) applicable principles of law with respect to the valuation of the property require the modification on or supplementing of such appraisal, (2) material omissions, inaccuracies, or defects in the appraisal report are discovered such that the appraisal report must be reviewed by the Review Appraiser more than twice, or (3) the Appraiser receives or becomes aware of relevant additional appraisal information in existence prior to the date the Appraiser signed the report.

3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Appraiser shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A**, or the negotiated flat fee, 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 Appraiser shall submit detailed invoices to the Client for all services rendered. The Appraiser represents and warrants that all billable hours and rates furnished by the Appraiser 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 Orlando-Orange County Expressway Authority for payment to the Client and then Client shall forward the payment to the Appraiser as provided herein.

The Client shall notify the Appraiser 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 Orlando-Orange County Expressway Authority shall promptly pay the Client for the Appraiser 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 Orlando-Orange County Expressway Authority shall have the right to withhold payment on any invoice in the event that the Appraiser is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Appraiser.

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 Orlando-Orange County Expressway Authority. It shall be the responsibility of the Appraiser 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 Orlando-Orange County Expressway Authority.

ARTICLE 4- LIQUIDATED DAMAGES

4.1 Appraisal Reports

If the Appraiser fails to submit either any appraisal report by the Due Date the Appraiser 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 appraisal report is delayed. If the Appraiser submits the draft or final appraisal report more than seven (7) calendar days after the Due Date the Appraiser will be assessed two percent (2%) of the lump sum for such report per calendar day thereafter, until the appraisal report is received by the Client.

4.2 Responses, Modifications, or Corrections

The Client or the Client's designated Review Appraiser will notify the Appraiser of any modifications, corrections or additional services that, in the sole discretion of the Review Appraiser, 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 Review Appraiser. Once the Appraiser completes the requested modifications, corrections or additional services, the Appraiser shall submit a revised appraisal report to the Client

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

ARTICLE 5 - RECORDS

5.1 Maintenance of Records

The Appraiser shall maintain complete and accurate records relating to all services rendered by Appraiser 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 Appraiser'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 Appraiser'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 Appraiser's records. Production of such records by the Appraiser shall not constitute promulgation and shall retain in the Appraiser all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Appraiser 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 Appraiser to the Orlando-Orange County 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 Appraiser of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Appraiser's statement for that month, the entire reasonable expense of the audit shall be borne by the Appraiser. The Appraiser 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. No Addenda shall be issued after two (2) years from the effective date of this Agreement. 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, Appraiser will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Appraiser. The Appraiser shall be paid for the services satisfactorily performed by the Appraiser if the appraisal report(s) has been provided to the Client. If the appraisal report(s) has not been provided to the Client, the Appraiser shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Appraiser 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 Appraiser or its subconsultants in performing services under this Agreement, whether completed or in

process. The Appraiser shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7- CONFIDENTIALITY

Unless otherwise required by law, the Appraiser 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 Appraiser or received from the Client, concerning the services rendered by the Appraiser or any subconsultant 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. Neither electronic mail, instant messaging, nor facsimile shall 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 Appraiser. 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 Appraiser'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 Appraiser shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Appraiser 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 Appraiser, 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 Orlando-Orange County 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 Orlando-Orange County 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 Orlando-Orange County 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 consent, the Appraiser and Subconsultants shall not undertake services when it would reasonably appear that such services could compromise the Appraiser's judgment or prevent the Appraiser from serving the best interests of the Client. Except with the Client's knowledge and consent, the Appraiser shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be condemned by the Orlando-Orange County Expressway Authority for the projects which are collectively known as the S.R. 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 Orlando-Orange County 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 Orlando-Orange County 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 Orlando-Orange County 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 Orlando-Orange County Expressway Authority and the Orlando-Orange County Expressway Authority is entitled to rely upon the appraisal report(s) prepared hereunder.

8.11 Appraiser Contractual Authorization

Appraiser 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 Appraiser 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:



Witness Signature

Mary Ellen Farmer

Printed Name



Witness Signature

Terri L. Martin

Printed Name



Witness Signature

Gencie Everfield

Printed Name




Witness Signature

JODY BASS

Printed Name

SHUTTS & BOWEN LLP

By:



David A. Shontz, Esq.
Legal Counsel to the Orlando-Orange
County Expressway Authority

PINEL & CARPENTER

By:



Walter Carpenter

EXHIBIT A

Client's Representative

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

Appraiser's Representative

Walter Carpenter
Pinel & Carpenter
824 North Highland Avenue
Orlando, Florida 32803

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

- ☐ Appraiser's Compensation Schedule including all Billable Rates is as follows. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

MAI/Partner	\$275/hr.
Senior Staff Appraiser	\$150 to \$200/hr.
Associate Appraiser	\$110 to \$140/hr.
Researcher Staff	\$80/hr.

**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 5th day of March, 2014, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, and Pinel & Carpenter, Inc. ("Appraiser"), whose business address is 824 North Highland Avenue, Orlando, Florida 32803.

WHEREAS, the Appraiser and Client have entered into an agreement for appraisal services dated May 9, 2013; and

WHEREAS, pursuant to the terms set forth in the Agreement for Appraisal Services dated May 9, 2013, payments made to the Appraiser shall not exceed an upset limit of Two Hundred Thousand Dollars (\$200,000.00) without an addendum; and

WHEREAS, the Appraiser has notified the Client that the Appraiser will reach the Two Hundred Thousand Dollar (\$200,000.00) 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 May 9, 2013, 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.

[The remainder of this page left blank intentionally]

ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Agreement for Appraisal Services dated May 9, 2013.

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

Terri L. Martin
Witness Signature

By: [Signature]
David A. Shontz, Esquire
Legal Counsel to the Orlando-Orange
County Expressway Authority

Terri L. Martin
Printed Name

Mary Ellen Farmer
Witness Signature

Mary Ellen Farmer
Printed Name

PINEL & CARPENTER, INC.

Joanne Budzinski
Witness Signature

By: [Signature]
Walter N. Carpenter Jr., President

Joanne Budzinski
Printed Name

Gencie Overfield
Witness Signature

Gencie Overfield
Printed Name

**SECOND 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 13th day of November, 2014, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, and Pinel & Carpenter, Inc. ("Appraiser"), whose business address is 824 North Highland Avenue, Orlando, Florida 32803.

WHEREAS, the Appraiser and Client have entered into an agreement for appraisal services dated May 9, 2013; and

WHEREAS, pursuant to the terms set forth in the Agreement for Appraisal Services dated May 9, 2013, payments made to the Appraiser shall not exceed an upset limit of Two Hundred Thousand Dollars (\$200,000.00) without an addendum; and

WHEREAS, the Appraiser and Client have entered into an addendum to the agreement for appraisal services dated March 5, 2014, which increased the upset limit by One Hundred Fifty Thousand Dollars (\$150,000.00); and

WHEREAS, the Appraiser has notified the Client that the Appraiser will reach the total upset limit of Three Hundred Fifty Thousand Dollars (\$350,000.00); 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 Two Hundred Thousand Dollars (\$200,000.00)

All payments made pursuant to this Second Addendum to the Agreement for Appraisal Services dated May 9, 2013, shall not exceed a total of Two Hundred Thousand Dollars (\$200,000.00). 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 Two Hundred Thousand Dollar (\$200,000.00) upset limit.

[The remainder of this page left blank intentionally]

ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Agreement for Appraisal Services dated May 9, 2013, and the First Addendum to the Agreement dated March 5, 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

Terri L. Martin
Witness Signature

Terri L. Martin
Printed Name

Mary Ellen Farmer
Witness Signature

Mary Ellen Farmer
Printed Name

Gencie Overfield
Witness Signature

Gencie Overfield
Printed Name

Joanne Budzinski
Witness Signature

Joanne Budzinski
Printed Name

By: [Signature]
David A. Shontz, Esquire
Legal Counsel to the Central Florida
Expressway Authority

PINEL & CARPENTER, INC.

By: [Signature]
Walter N. Carpenter Jr., President

Tab G

AGREEMENT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
SHUTTS & BOWEN LLP**

RIGHT-OF-WAY COUNSEL SERVICES

CONTRACT NO. 000930

**CONTRACT DATE: FEBRUARY 27, 2013
CONTRACT AMOUNT: \$2,535,000.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**AGREEMENT, SCOPE OF SERVICES, TECHNICAL
PROPOSAL AND PRICE PROPOSAL**

**AGREEMENT, SCOPE OF SERVICES, TECHNICAL PROPOSAL AND PRICE
PROPOSAL
FOR
RIGHT-OF-WAY COUNSEL SERVICES**

CONTRACT NO. 000930

February 2013

Members of the Board

**Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member**

Executive Director

Max Crumit, P.E.

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**AGREEMENT
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 000930**

THIS AGREEMENT ("Agreement") is entered into as of February 27, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida 32807 ("AUTHORITY"), and SHUTTS & BOWEN LLP ("COUNSEL").

WITNESSETH:

WHEREAS, the AUTHORITY desires to retain the services of competent and qualified legal counsel to provide right-of-way counsel services on an as-needed basis;

WHEREAS, on December 15, 2012, the AUTHORITY issued a Request for Proposals for Right-of-Way Counsel Services;

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on February 6, 2013, the Board of Directors of the AUTHORITY at its meeting held on February 27, 2013, selected COUNSEL to serve as Right-of-Way Counsel; and

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to the AUTHORITY according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the AUTHORITY and COUNSEL agree as follows:

SECTION 1. SERVICES. The AUTHORITY does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to AUTHORITY right-of-way matters as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A."

SECTION 2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE.

(a) Although the AUTHORITY currently anticipates using the services of COUNSEL, the AUTHORITY provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide the AUTHORITY under this Agreement.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. The AUTHORITY designates the AUTHORITY's General Counsel or Assistant General Counsel as the AUTHORITY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define the AUTHORITY's policy and decisions pertinent to the work covered by this Agreement. The AUTHORITY may, from time to time, notify

COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

SECTION 3. RESPONSIBILITIES OF COUNSEL.

(a) COUNSEL agrees to timely provide the professional services and facilities required by the Scope of Services and to assist the AUTHORITY in other areas of responsibility as deemed necessary by the AUTHORITY.

(b) COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

(c) COUNSEL designates David A. Shontz, as the primary attorney to provide services to the AUTHORITY and will be assisted from time to time by other members of the firm, as he deems appropriate to the needs of the particular activity.

(d) COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

(e) It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

(f) COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

SECTION 4. PAYMENT FOR SERVICES AND BILLING.

(a) In consideration of the promises and the faithful performance by COUNSEL of its obligations, the AUTHORITY agrees to pay COUNSEL an amount not-to-exceed \$2,535,000.00 based on the hourly rates attached hereto in the Price Proposal. AUTHORITY will not provide a retainer and there will be no increase in the rates during the three year term of the agreement.

(b) Reimbursable expenses shall be paid in addition to the payment due under subsection (a) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to the AUTHORITY's policies and procedures, including those for travel expenses:

(1) Reasonable expenses of transportation, when traveling outside of Orlando, pursuant to Section 112.061, Florida Statutes.

(2) COUNSEL will be reimbursed for the following out-of-pocket expenses, but only at cost and only to the extent they are incurred directly in connection with the Scope of Services: court reporters, deposition transcripts, exhibits.

COUNSEL will also be reimbursed for monthly computer research charges, provided that such costs are documented and provided that if such monthly amount is anticipated to exceed \$400, that COUNSEL will first obtain permission from the General Counsel's Office to exceed such amount.

COUNSEL will not be reimbursed for expenses such as telecopy, local telephone, internal word processing, data processing, courier or other service that would be deemed to be part of your firm's overhead expenses. However, COUNSEL will notify the General Counsel's Office of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

(3) Express approval by the AUTHORITY's Board is required before the retention of consultants equal to or in excess of \$25,000. Written authorization from the General Counsel's Office is required for consultant or expert contracts less than \$25,000.

SECTION 5. GENERAL TERMS AND PAYMENT.

(a) COUNSEL shall have a documented invoice procedure and shall invoice the AUTHORITY as designated by the AUTHORITY. The AUTHORITY will pay COUNSEL within thirty (30) days of receipt of a valid invoice.

(b) COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

SECTION 6. OWNERSHIP OF DOCUMENTS. All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of the AUTHORITY after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into any subcontracts.

SECTION 7. TERM. This Agreement shall become effective on the date first written above and, unless earlier terminated as provided for herein, shall run for a term of three (3) years, with two one-year renewals at the AUTHORITY's option. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by COUNSEL are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Contract Term.

SECTION 8. CONFLICT OF INTEREST. COUNSEL hereby certifies that no officer, agent or employee of the AUTHORITY has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of COUNSEL,

and that no such person shall have any such interest at any time during the term of this Agreement.

SECTION 9. NO ASSIGNMENT. The parties fully understand and agree that the professionalism and specialization involved in serving as Right-of-Way Counsel is of paramount importance and that this Agreement would not be entered into by the AUTHORITY except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of the AUTHORITY.

SECTION 10. AMENDMENT. No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the Scope of Services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

SECTION 11. LOSS OF ESSENTIAL LICENSE. The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more Key Personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give the AUTHORITY the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of the AUTHORITY whether the affected member of COUNSEL's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

SECTION 12. INDEPENDENT CONTRACTOR. COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within this Agreement or the Scope of Services be construed to create a joint venture, association, or partnership by or among the AUTHORITY and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of the AUTHORITY for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of the AUTHORITY nor bind the AUTHORITY in any manner.

SECTION 13. INSOLVENCY. If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that the AUTHORITY may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

SECTION 14. INSURANCE. COUNSEL, at its own expense, shall keep and maintain at all times during the term of this Agreement:

(a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars (\$1,000,000) per occurrence.

(b) Workers' Compensation Coverage as required by Florida law.

COUNSEL shall provide the AUTHORITY with properly executed Certificate(s) of Insurance forms on all the policies of insurance and renewals thereof in a form(s) acceptable to the AUTHORITY. The AUTHORITY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies licensed and authorized to do business under the laws of the State of Florida and having a financial rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

SECTION 15. ALTERNATIVE DISPUTE RESOLUTION. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

SECTION 16. WAIVER. The failure of the AUTHORITY to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of the AUTHORITY's right to strictly enforce such terms and conditions thereafter.

SECTION 17. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For the AUTHORITY:

Mr. Joseph Passiatore, General Counsel
Ms. Dyana Petro, Assistant General Counsel
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For COUNSEL:

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

SECTION 18. TERMINATION. The AUTHORITY may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

(a) immediately discontinue all services affected (unless the notice directs otherwise); and

(b) deliver to the AUTHORITY all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

SECTION 19. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT. COUNSEL shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, COUNSEL agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 20. SEVERABILITY. Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

SECTION 21. ENTIRE AGREEMENT. It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.


SECTION 22. PUBLIC ENTITY CRIMES. COUNSEL hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in §287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

SECTION 23. RIGHTS AT LAW RETAINED. The rights and remedies of the AUTHORITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 24. APPLICABLE LAW; VENUE. This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on February 27, 2013.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

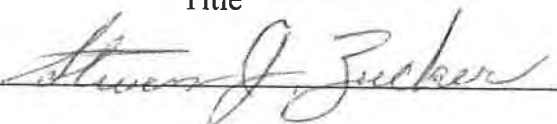
Print Name: Claude Miller

SHUTTS & BOWEN LLP

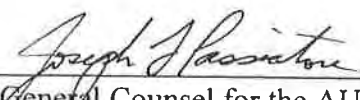
By: 

Print Name: KENNETH WRIGHT

Partner
Title

ATTEST:  (Seal)

Approved as to form and execution, only.


General Counsel for the AUTHORITY

SCOPE OF SERVICES RIGHT-OF-WAY COUNSEL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials that may be required by the Authority. Services are non-exclusive and shall apply to those future right-of-way matters not currently assigned to other counsel. Services to be performed by Counsel include, but are not limited to, the following:

1. Working with and under the supervision of the Authority's General Counsel's office and Right-of-Way Committee to provide right-of-way, real estate and eminent domain services as needed by the Authority.
2. Coordinating with the Authority's right-of-way acquisition agent(s), project engineers, appraisers, planning consultants and other Authority consultants to plan and effectuate right of way easements and other property interests required for future Authority projects.
3. Coordinating with the Authority's right of way acquisition agent(s), to negotiate voluntary contract purchases and settlements of right of way acquisition.
4. Handling all aspects of real estate due diligence, including title review, survey review, appraisal review and environmental assessment review. Counsel shall provide real estate closing services for purchases and sales of property.
5. Coordinating as needed with other right-of-way or eminent domain counsel designated by the Authority.
6. Coordinating surplus property contract negotiations and closings with the Authority's real estate broker(s) and land agent(s).
7. Reporting regularly to the Authority's Right-of-Way Committee and on an as-needed basis to the Authority Board.
8. Providing input on project budgets and cash flow as requested by the Authority.
9. Coordinating with the designated communications and public records officers to respond to real estate and right-of-way related public records inquiries.
10. Providing additional services related to real estate or right-of-way matters as from time to time may be requested and authorized by the Authority.

End of Scope of Services

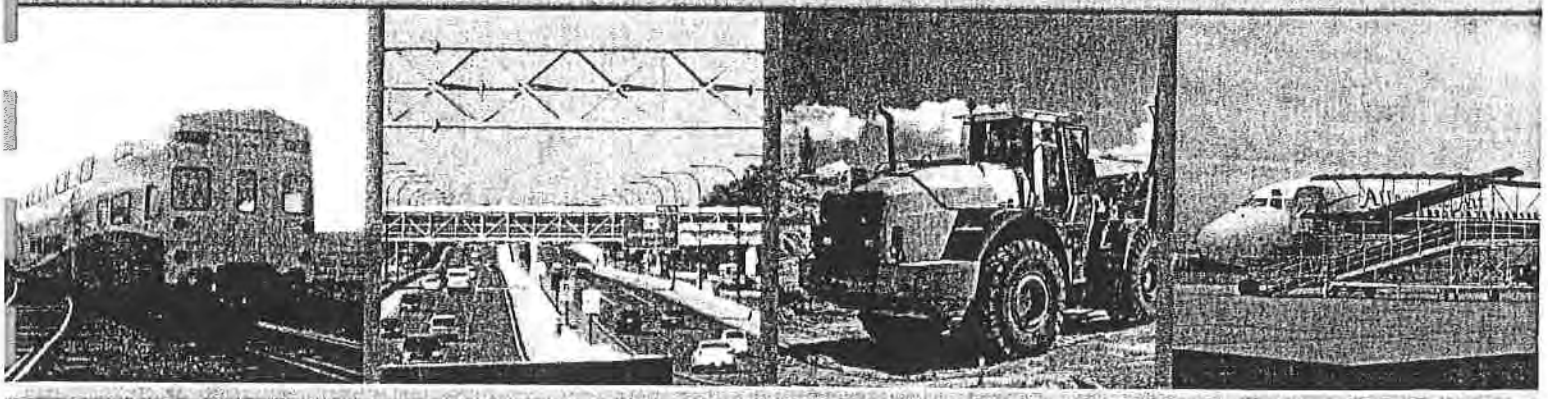
**Orlando-Orange County
Expressway Authority**

Technical Proposal
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 000930
January 10, 2013

Submitted by:

**SHUTTS
&
BOWEN
LLP**

300 South Orange Avenue
Suite 1000
Orlando, Florida 32801
407-423-3200



KENNETH W. WRIGHT
Partner
(407) 835-6911 Direct Telephone
(407) 423-3200 Main Telephone

E-MAIL ADDRESS:
kwright@shutts.com

January 10, 2013

VIA HAND DELIVERY

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Mr. Claude Miller
Director of Procurement

Re: **TRANSMITTAL LETTER**
*Formal Submittal for Right-of-Way Counsel Services for the Orlando-Orange
County Expressway Authority
Contract No. 000930*

Dear Mr. Miller:

Shutts & Bowen LLP and the undersigned hereby provide this transmittal letter and the following information in accordance with Section 3.1.A of the Orlando-Orange County Expressway Authority's ("Authority") Proposal Submittal Requirements for Contract No. 000930:

Name of Firm: **Shutts & Bowen LLP**

Name/Title of Individual with Responsibility for this Response and to Whom Matters Regarding the Response Should be Directed:

Kenneth W. Wright, Partner

Mailing Address: **300 S. Orange Avenue, Suite 1000, Orlando, Florida 32801**

Telephone, Fax Number and E-Mail Address of Firm's Primary Contact:

**(407) 423-3200 (office)
(407) 835-6911 (direct office)
(407) 849-7272 (fax)
(407) 256-7457 (cell)
kwright@shutts.com**

Brief Narrative of the Firm's Qualifications to Provide Right-of-Way Counsel Services to the Authority:

As set more fully set forth in Shutts & Bowen LLP's narrative in response to Section 3.1.B relative to experience of the firm, Shutts & Bowen has been representing condemning authorities in excess of 20+ years for projects that include roadways, railways, pipelines, airports, schools and other government projects.

Shutts & Bowen is uniquely qualified to provide the Authority with Right-of-Way Counsel services in that our experience allows us to work with the Authority in every facet of the eminent domain process including project planning, project financing, project development, environmental assessment, project design, relocation of utilities, project permitting, pre-eminent domain right-of-way acquisition activities, advance acquisition, post right-of-way acquisition and litigation activities.

Shutts & Bowen will utilize its vast experience to work with the Authority and its engineers, project managers, environmental consultants, appraisers, CPA's and other members of the team.

We look forward to the opportunity to become an integral part of the eminent domain team for the Authority.

Sincerely yours,

SHUTTS & BOWEN LLP

Kenneth W. Wright

DAS/tm

Enclosures (original technical proposal, six copies, one CD ROM)

cc: David A. Shontz, Esq.

C:\NRPortbl\ORLDOCS\DIS\12763045_1.DOCX

EXPERIENCE OF SHUTTS & BOWEN LLP (3.1.B)

Description of Right-of-Way Counsel Services (3.1.B)

Shutts & Bowen LLP has extensive experience throughout the State of Florida representing condemning authorities in acquisition of properties via eminent domain for projects that include roadways, railways, pipelines, airports, schools and other government projects. Shutts & Bowen's attorneys have extensive experience in representing condemning authorities that include:

- Florida Department of Transportation
- Sanford Airport Authority
- Seminole County
- Tampa Bay Water
- St. Pete College
- Hillsborough Area Regional Transportation Authority
- Orlando-Orange County Expressway Authority
- Broward County Aviation Authority
- School Board of Miami-Dade
- City of Sunny Isle, FL
- South Florida Regional Transportation Authority
- Florida Attorney General

Shutts & Bowen is capable of providing right-of-way counsel services to the Authority that include but are not limited to, pre-condemnation planning related to engineering, environmental analyses, design, title examination, appraisal, offers to purchase, negotiations for acquisition, residential and business relocation, and advance acquisitions. Additionally, Shutts & Bowen routinely works with project managers, right-of-way managers, project engineers, appraisers, review appraisers, CPA's, business damage experts, surveyors and other consultants to ensure the success of the project.

Shutts & Bowen also provides counsel services that include post right-of-way activities and litigation related to negotiation and preparation of documents for driveway locations, median or curb cuts, drainage modifications and other non-monetary issues. Shutts & Bowen also routinely prepares and files "quick take" Petitions for Eminent Domain to acquire the necessary property to construct the project, including litigation of valuation issues through and including Trial and Appellate level work. Shutts & Bowen has also successfully defended inverse condemnation suits filed against its various condemning authority clients.

Shutts & Bowen has the full range of experience from project planning through trial for acquisition of property via eminent domain. This will assist the Authority in effectively and efficiently planning, acquiring the necessary property and constructing projects.

Shutts & Bowen LLP's last five (5) engagements as right-of-way counsel (3.1.B.1)

1. Sanford Airport Authority
2. Florida Department of Transportation
3. City of Sunny Isle, FL
4. School Board of Miami-Dade
5. Broward County Aviation Authority

Shutts & Bowen LLP's experience serving as right-of-way counsel for past three (3) years (3.1.B.2)

Shutts & Bowen served as outside real estate counsel/right-of-way counsel for the Florida Department of Transportation ("FDOT") in its \$150,000,000.00 acquisition from CSX Transportation, Inc. ("CSXT") of the real estate constituting a 61 mile-long portion of the CSXT "A-Line" for use by the commuter rail system known as SunRail. The transaction provided for CSXT to reserve an easement to run its freight trains with aspects of the joint usage subject to a Central Florida Operating and Management Agreement. Shutts & Bowen assisted FDOT staff and surveyors in obtaining surveys of the corridor and worked with FDOT in reviewing the thousands of title insurance documents, surveys for reconciliation, in excess of a thousand agreements pertaining to third party use of the corridor, over 300 vesting deeds, and valuation maps.

Shutts & Bowen LLP serves as General Counsel, including Eminent Domain counsel for the Sanford Airport Authority ("SAA"). In the most recent three years (of the ten years of eminent domain representation of the SAA), Shutts & Bowen has assisted in the acquisition of all parcels associated with two (2) separate runway expansion projects, including acquisition of all parcels for noise mitigation in and around the airport. Shutts & Bowen works under the supervision of Larry Dale, President and CEO of the SAA in addition to the Board of Directors for the SAA. Shutts & Bowen regularly coordinates with the SAA, its engineers, appraisers, land planners, contractors, review appraisers, environmental consultants, surveyors and related experts. Shutts & Bowen reports on a regular basis to the SAA Board regarding the status of each project and the necessary acquisitions.

Shutts & Bowen's role as eminent domain counsel for the SAA includes handling all aspects of real estate due diligence, including title review, survey review, appraisal review and environmental review. Additionally, Shutts & Bowen has successfully negotiated with property owners in pre-suit scenarios and provided the necessary real estate closing services for the purchases of property for the SAA. Furthermore, Shutts & Bowen regularly coordinates with the SAA to respond to real estate and right-of-way related public records requests. Shutts & Bowen further filed the necessary Petitions in eminent domain to acquire via a "quick take" procedure the necessary property in order to meet the construction deadlines for each of the runway expansion projects. After the acquisition of all necessary property for each respective project,

Shutts & Bowen continued to litigate to conclusion the remaining valuations issues for each parcel.

Shutts & Bowen serves as Eminent Domain counsel for the City of Sunny Isle, FL. Shutts & Bowen assisted the City of Sunny Isle with the acquisition of property for public parks and public parking for the Town Center off of Sunny Isles Boulevard. Shutts & Bowen further assisted the City of Sunny Isle, FL with acquisition of submerged lands in order to construct an Emergency Bridge between 172nd Street and 174th Street for an alternative evacuation north-south route for pedestrians and emergency vehicles.

Shutts & Bowen served as Eminent Domain counsel for the School Board of Miami-Dade for acquisition of land for various school expansion projects.

Description of any disciplinary action (3.1.B.3)

Shutts & Bowen has no material pending or threatened proceedings against it.

EXPERIENCE OF ATTORNEYS ASSIGNED (3.1.C)

Brief resume' of the professional experience and qualifications of each attorney and professional staff (3.1.C.1.a)

David A. Shontz

David Shontz is a partner in Shutts & Bowen's Orlando Business Litigation Practice Group. He represents governmental entities, corporations and individuals throughout the state. He focuses on eminent domain, complex civil litigation (plaintiff and defense), environmental contamination litigation and serves as outside general counsel for corporations. The Sanford Airport Authority and the Orlando-Orange County Expressway Authority are among the entities to which he has lent his expertise on eminent domain and condemnation procedures.

Mr. Shontz has a comprehensive knowledge of various industries in Florida, including real estate, construction, energy companies and distribution companies. He has handled condemning authority eminent domain projects for the past 10 years as an attorney. Additionally, Mr. Shontz has represented numerous property owners in eminent domain cases and inverse condemnation matters. Additionally, he has helped resolve disputes over developments, environmental contamination and business contracts.

Before joining Shutts & Bowen, Mr. Shontz worked for 10 years as a litigation paralegal focusing on eminent domain/condemnation. In this capacity, he helped represent the Orlando-Orange County Expressway Authority for the acquisition of parcels for portions of SR 429.

Mr. Shontz is a graduate of the University of Central Florida and a Barry University School of Law graduate. Mr. Shontz serves on the Board of Advisors for Barry University School of Law and is very active in various community organizations throughout Central Florida.

Ken W. Wright

Kenneth Wright is a partner at the Orlando office with extensive experience in government law, land use and transportation issues. He is the current Chairman of the Florida Fish and Wildlife Conservation Commission. Mr. Wright also currently serves as a Trustee on the Board of Directors for Hubbs Sea World Research Institute.

Mr. Wright was formerly general counsel to the Orlando-Orange County Expressway Authority and is currently general counsel for the Orlando-Sanford Airport Authority. His broad range of professional experience and public service also includes serving on the East Central Florida Regional Planning Council and on the board of the Orlando-Sanford Airport Authority, which he also chaired. He is past chair for eight years of the Florida Environmental Regulation Commission.

Mr. Wright often represents clients before government entities at the local and state levels, including commissions and regulatory agencies. This involves work on a wide

variety of issues, such as zoning, environmental and other public policy concerns. Mr. Wright is a Cumberland School of Law graduate.

Michael J. Grindstaff

Michael J. ("Micky") Grindstaff is a partner in Shutts & Bowen's Orlando office and leader of its Real Estate Practice Group. Since 1982, Mr. Grindstaff's practice of law has been concentrated in the areas of real estate transactions, land use and development. He has handled numerous transactions involving the acquisition, zoning, permitting, development and sale of retail shopping centers, mixed-use developments, residential subdivisions, multi-family apartment complexes, office buildings and Development of Regional Impact (DRIs). He has negotiated and prepared sophisticated acquisition, sale, lease, financing, easement and land use related documentation. In addition, Mr. Grindstaff has handled many real estate related litigation matters including condemnations, title disputes, ad valorem taxation disputes, and zoning and land use litigation.

Mr. Grindstaff is the current chairman of University of Central Florida Board of Trustees, a former chairman and member of the Orange County Planning and Zoning Commission and a former member of the Orange County Board of Zoning Adjustment. His civic involvement through the years extend to numerous other boards and organizations. Mr. Grindstaff graduated Cum Laude from the Walter F. George School of Law, Mercer University.

Robert Savill

Robert A. "Bob" Savill is a partner in Shutts & Bowen's Orlando Real Estate Department. He has more than 35 years of experience representing a diverse variety of clients -government agencies, lending institutions and developers- in complex real estate transactions. Mr. Savill's practice has led him to be instrumental in all areas of commercial real estate, including title examination, survey review, document drafting and third party agreements.

Mr. Savill was the lead attorney representing the Florida Department of Transportation in the SunRail Project. He coordinated all of the legal activities involved in the title documentation of the project and delivered to the client on schedule.

Mr. Savill served as an Army lawyer from 1967-1971 with the rank of Captain in the U.S. Army Judge Advocate General's Corp. He graduated from Indiana University School of Law.

Scott Glass

Scott Glass is a partner in Shutts & Bowen's Orlando office where he focuses his practice on government law, land use and zoning, and land use related litigation. He is Florida Bar Board Certified in City, County and Local Government Law.

With more than 25 years of experience, Mr. Glass is recognized in the region for confronting tough legal issues with a focused approach. He has advised large public entities such as the Orlando-Orange County Expressway Authority, the City of Orlando, and the Orange County Utilities Commission. He has also advised smaller municipalities such as West Melbourne and the City of Winter Park. He counsels government clients on issues ranging from public records and the Government in the Sunshine Act, to interlocal agreements dealing with annexation, utility service areas, and coordinated development.

In addition to his work involving the public sector, Mr. Glass represents private clients ranging from individuals to national companies in real estate, construction and general commercial matters. He holds a law degree from the University of Virginia.

Sidney Calloway

Mr. Calloway is a partner and co-chair of Shutts & Bowen Government Law Practice Group. His prominent expertise as lead trial counsel for both public agencies and private sector clients encompasses jury trial litigation in cases involving land use and zoning, eminent domain, CERCLA, telecommunications and construction defects. He has been recognized by Florida Super Lawyers for his trial skills and professional expertise in the area of Civil Litigation Defense.

He has worked with condemning authorities throughout the state in the acquisition of properties through eminent domain. Among them: Florida Department of Transportation, South Florida Regional Transportation Authority, Broward County, Miami-Dade County School Board and the Florida Attorney General.

Mr. Calloway served on the Florida Transportation Commission from 2001 through 2009. He is former Chair of the Greater Fort Lauderdale Chamber of Commerce and currently chairs the Chamber's Committee on Transportation & Infrastructure. He is a former adjunct professor at the University of Miami Law School Litigation Skills Department. Mr. Calloway is also a Florida Supreme Court certified circuit civil court mediator. He has a J.D. from Washington University/St. Louis and is a member of the American Bar Association.

Eric Adams

Mr. Adams is a partner in Shutts & Bowen's Tampa office where he practices in the firm's Litigation Practice Group. He focuses on four primary litigation areas: construction, real estate, intellectual property and commercial.

Mr. Adams has extensive experience in eminent domain and inverse condemnation matters, as well as easement and property boundary disputes. He has represented Tampa Bay Water, St. Pete College, and Hillsborough Area Regional Transportation Authority among others, in the acquisition of projects via eminent domain. He has worked with owners, developers, builders, and Community Development Districts (CDDs) on dispute matters. His real estate litigation experience includes involvement in the Pinecastle Jeep Range cases in Orange County, Florida.

Mr. Adam's academic credentials include a J.D. from Florida State University, a BBA from Marshall University in Economics and Spanish. He also completed course work at the University of Oxford, England, and the University of Valencia, Spain.

Brett Renton

Mr. Renton is an associate in Shutts & Bowen's Orlando office where he practices in the firm's Business Litigation Practice Group. Mr. Renton serves as Deputy General Counsel for the Sanford Airport Authority and regularly assists in Eminent Domain acquisitions for the Airport.

Mr. Renton obtained his J.D. from Florida State University and a B.A. in Business Administration and B.S. in Advertising from the University of Florida.

Michele M. Champion

Mrs. Champion is a paralegal in Shutts & Bowen's Orlando office where she practices in the firm's Real Estate Practice Group. She has more than 20 years of experience in complex residential and commercial real estate transactions. She has handled hundreds of right-of-way acquisition closings and assisted with numerous eminent domain procedures for Seminole County and for the Sanford Airport Authority. Her current duties include document preparation, title examination and closings of multi-million dollar commercial real estate transactions. She attended college at Young Harris College, Young Harris, Georgia.

***Outline of the proposed function of each individual in the proposed engagement
(3.1.C.1.b)***

The proposed function of each individual set forth above is as follows:

David A. Shontz:	Lead Eminent Domain Counsel
Kenneth Wright:	Environmental/Land Use Issues
Micky Grindstaff:	Real Estate/Land Use Issues
Robert Savill:	Real Estate/Title Issues
Scott Glass:	Real Estate/Land Use Issues
Sidney Calloway:	Assist with Eminent Domain cases
Eric Adams:	Assist with Eminent Domain cases

***Accessibility and availability of each individual during the course of the engagement
(3.1.C.1.c)***

David A. Shontz and Kenneth Wright will be the primary points of contact and the others will be available as needed. Mr. Shontz and Mr. Wright will be regularly accessible and available to the Authority for scheduled and/or impromptu meetings and coordination.

Office location to which the individual is assigned (3.1.C.1.d)

David A. Shontz:	Orlando office
Kenneth Wright:	Orlando office
Micky Grindstaff:	Orlando office
Robert Savill:	Orlando office
Scott Glass:	Orlando office
Eric Adams:	Tampa office
Sidney Calloway:	Ft. Lauderdale office

List of at least three references for toll/transportation, or other governmental agencies of a similar structure (3.1.C.2.a.b.)

Ananth Prasad
Secretary of Transportation
Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399
Business Phone: (850) 414-4100
Mobile Phone: (850) 509-0186

Larry Dale
President & CEO
Sanford Airport Authority
1200 Red Cleveland Boulevard
Sanford, FL 32733
Business Phone: (407) 585-4002
Mobile Phone: (407) 314-3580

Bryant Applegate, Esq.
County Attorney
Seminole County Government
1101 E. First Street
Sanford, FL 32771
Business Phone: (407) 665-7257
Mobile Phone: (703) 727-5259

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APPROACH TO ASSIGNMENT (3.1.D)

Shutts & Bowen's approach to servicing the Authority as a client to ensure that high quality services are provided in an effective and efficient manner begins with understanding the Authority's needs and goals. It would be natural to assume that the Authority desires to plan, design, acquire property and construct its projects in the most efficient and cost effective means. Shutts & Bowen has experience in providing the necessary services to accomplish these goals.

Shutts & Bowen would create an Orlando-Orange County Expressway Authority team that would handle on a day-to-day basis the eminent domain and real estate needs of the Authority. This team would be comprised of David A. Shontz as lead counsel for the eminent domain matters, Bob Savill as counsel for real estate/title issues, Ken Wright as counsel for environmental/land use issues, Micky Grindstaff for real estate/land use issues and Scott Glass for real estate/land issues. Mr. Shontz, would be assisted, as needed, by Eric Adams and Sidney Calloway for eminent domain matters. In addition to the lead attorneys listed above, we would also provide associate attorneys and paralegals as part of the Authority team. The associates and paralegals would be provided work as necessary for the most cost-effective means to accomplish the necessary work to service the Authority.

Based upon our experience, below is an outline of the various areas that Shutts & Bowen stands ready to assist the Authority:

- I. Pre-Suit Activities
 - A. Project planning -- Planning Design & Engineering Studies
 - B. Pond Location Studies
 - C. Preliminary and Final Design - Construction Plans
 - D. Right-of-Way Maps
 - E. Surveys
 - F. Title work
 - G. Environmental analysis
 - H. Permitting
 - I. Appraisals
 - J. Offers to Purchase
 - K. Negotiations for acquisition
 - L. Relocation benefits for residential and businesses
 - M. Relocation of Utilities
 - O. Advance Acquisition

Coordination of pre-suit activities by Shutts & Bowen with the Authority and the Authority's consultants is essential to avoid any potential delays in projects or result in additional severance damages and/or business damages and increased right-of-way costs that could have been avoided. Value engineering is a consideration for the Authority to review each necessary parcel to be acquired to creatively analyze each taking to minimize potential severance damage/special damages/business damage claims by the property owners, which ultimately will reduce the acquisition costs for the Authority. These issues include but are not limited to, pond

and water retention locations, drainage, elevation, access issues, circulation issues, median issues, driveway issues, easements and many other matters. The coordination with the design engineers is essential prior to the completion of 60% design plans, as it becomes very difficult for the plans to be modified to eliminate problems created by design without disrupting project schedules.

Communication is one of the most essential elements in managing a cost effective and efficient project. Shutts & Bowen would request the project manager or right-of-way manager for a kick-off meeting at the initiation of the acquisition phase of a project. The meeting would include project manager, staff, consultant engineering design, appraisers, review appraisers, CPA's, other business damage experts, surveyors, drainage engineer, environmental consultant and others associated with the project.

To the extent additional counsel for the Authority is participating in the various projects, Shutts & Bowen stands ready to openly communicate with said counsel and work with them to create a cohesive integration and not duplicate work to minimize costs for the Authority. Shutts & Bowen believes it is important to include all counsel for a project in meetings, particularly in the Pre-Suit activities in order to ensure these strategies are properly communicated for post-suit work.

All phases of the project would be reviewed and all participants encouraged to address potential problems and concerns related to design, survey, environmental, right-of-way mapping, title, legal descriptions, conveyance instruments, drainage issues, appraisal issues, business damage issues, and project schedules relating to acquisition, relocation, demolition and construction.

Shutts & Bowen would conduct a field review of the project, address status of completion of right-of-way maps, plans, project resolutions, acquisition notices to the property owners and business owners, schedules for offers, available time for negotiation, intended plans and schedule for relocation of both residential and business displacements, planned dates for initiation of eminent domain and construction.

Some additional considerations for potential cost savings could be incentive first-offers in an effort to increase settlements pre-suit and decrease property owner attorney fees.

II. Post-Suit

- A. Petition, Notice of Lis Pendens, Declaration of Taking, Summons, Constructive Service, Motion to Regulate Service of Pleadings and Papers, Publication
- B. Order of Taking
- C. Apportionment Issues
- D. Discovery – paper and depositions
- E. Experts
- F. Analysis of compensation claims by property owner

- G. Negotiation
- H. Mediation
- I. Trial

Shutts & Bowen's experience as to the success of the condemning authority's presentation of its valuation case both in mediation and trial is directly related to the quality of the experts retained. Accordingly, to the extent permitted by the Authority, Shutts & Bowen would prefer to have some input on the experts retained for each case. This is important for two reasons; the first is to retain experts that are going to be competent, responsive, cost effective and an excellent testifying witness. Secondly, the quality of the expert retained is most important in the impression on a jury at trial. Shutts & Bowen's management and coordination of case experts is essential to success in valuation cases.

David Shontz and Ken Wright will be available for work group sessions, scheduled meetings and impromptu discussions. The additional assigned attorneys to the Authority work will make themselves available on an as needed basis for these same meetings.

M/WBE Participation (3.1.E)

Shutts and Bowen has been unable to locate a local lawyer or law firm certified by Orange County, Florida, as an M/WBE with eminent domain experience. Shutts and Bowen is willing to work with any M/WBE firm the Authority might recommend with such experience.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

- ☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- ☒ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE

- ☐ The undersigned firm has had no litigation or any projects in the last five (5) years.

OR

- ☒ The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

Shutts & Bowen LLP

COMPANY NAME

AUTHORIZED SIGNATURE

Kenneth W. Wright

NAME (PRINT OR TYPE)

Partner

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

**Attachment of Potential Conflicts of Interest of Property Owners in the Path of the
Authority's Project**

1. Rochelle Holdings XIII, LLC (Kelly Park Rd.) Palmer (Parcel 200)
2. Project Orlando LLC (Kelly Park Rd.) Palmer (Parcel 197)
3. Rochelle Holdings XIV LLC (Parcel 226)
4. Project Orlando LLC (Chaudoin Hills) Palmer (Parcel 257)

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Attachment of Summary and Disposition of individual cases of litigation in Florida during
the past five (5) years

Roberto Verzura v. Harris J. Koroglu and Shutts & Bowen, In the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, Case No. 10-53331 CA (02).

Alleged wrongful repossession of a vehicle. Settled.

Germaine Rodriguez v. Alette Rodz, A/K/A Alette Del Pozo Rodz, individually, and Shutts & Bowen LLP, In the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, Case No. 07-07181 CA (20).

Alleged malpractice relating to a partnership agreement. Settled.

Real Estate Investment Group LLC and Terranova Investments of Miami, Inc. v. Shutts & Bowen, LLP, In the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, Case No. 11-00151 CA (25)

Alleged malpractice relating to a title insurance claim. Settled.

Miracle Marketplace, LLC v. Richard Caspanello, a/k/a Rick Caspanello, an individual; Robert Caspanello, a/k/a Bob Caspanello, and individual; Elizabeth Caspanello, f/k/a Elizabeth Mckinley Caspanello, an individual; Diane J. Zelmer, Esq., an individual; Edward J. O'Sheehan, Esq. an individual; Edmund T. Henry, Esq., an individual; John H. Dannecker, Esq., In the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, Case No. 10-44002 CA 21.

Alleged fraudulent lien filed by client. Settled.

Venra Medical Associates, LLC v. Shutts & Bowen, LLP, and James A. Farrell, Esquire, In the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida, Case No. 502010CA009983XXXXMBAG.

Alleged malpractice relating to business agreement. Case stayed.

CDS Holdings I, Inc. and CDS Holdings II, Inc. v. Shutts & Bowen, LLP, In the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, Case No. 08-38518 CA 09.

Alleged malpractice relating to real estate litigation. Pending.

Johnny Jackson et al. v. Raul Alberto Puig and Shutts & Bowen LLP et al., In the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, Case No. 09-84861 CA 15.

Alleged malpractice relating to condominium construction. Pending.

FDIC, as Receiver for Metro Bank v. Shutts & Bowen LLP, William F. Smith, Sanchez-Medina, Gonzalez & Quesada, United States District Court for the Southern District of Florida, Case No. 10-23166-civ-Huck.

Alleged malpractice relating to a failed loan. Settled.

Instituto de Prevision Militar v. Liebler, Gonzalez & Portuondo, P.A., and Shutts & Bowen, LLP, In the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, Case No. 10-58211 CA 08.

Alleged malpractice relating to securities litigation. Pending.

*Saphyre Redford v. Noble Ventures, Adriane Maidenbaum, Feinberg, Carla Kathleen Alexander, Bank of America, Turnberry Condominium Association, Comptroller of Palm Beach, Sharon Bock, Secretary of State of Corporations, Florida Chief Financial Officer, "John Does 1-5", Mary-Jo Cadillac, Cadillac Holdings LLC, Sanford N. Reinhard, Steven Freitfertig, Andrew Greene CPA, Municipal Laour [Sic] Unions, Attorney General for the State of Florida, Shutts & Bowen, and Royal Caribbean Cruises, Ltd., In the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida, Case No. 502010CA11594XXXXMBAO (Defendant, Shutts & Bowen LLP)

In The District Court of Appeal Fourth District of Florida, Appeal No.: 4D10-5040
Supreme Court of Florida, Case No.: SC10-2516

*Saphyre Redford A/K/A Crystal Biton, and Danielle Biton v. Sybil Rappaport Trust; Mystic Pointe Marina Condominium Association, Inc.; Sanford Reinhard, P.A.; Sanford Reinhard, Individually; The Florida Department of Revenue; HSBC Bank USA; U.S. Distributors, Inc.; Agency for Health Care Administration; Department of Banking and Finance; Department of Business and Professional Regulation; Department of Environmental Protection; Department of Children and Family Services F/K/A Health and Rehabilitative Services; Department of Highway Safety and Motor Vehicles; Department of Labor and Employment Security; Secretary of State; Department of Transportation; Division of Worker's Compensation; Royal Caribbean Cruise LTD; a Liberian Corporation, Denise Kelly; et al., In the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida, Case No. 10-28722 CA (31)

(Defendants, Jean-Charles Dibbs, Corporation Company of Miami, Shop Tour Television International Corp., Walley Properties, Inc., Espresso Management, Inc., and Shutts & Bowen LLP)

In The District Court of Appeal Third District of Florida, Appeal No.: 3D10-2526 (Respondent, LEGACY BANK OF FLORIDA)

Frivolous ProSe Action. Dismissed

Corporation Company of Miami, a Florida Corporation v. Great Lakes Transportation Holding LLC D/B/A Metro Cars, a Michigan limited liability company, A. Gregory Eaton, a citizen of the State of Michigan; and Daniel Ret, a citizen of the State of Michigan, United States District Court for the Southern District of Florida, West Palm Beach Division, Case No. 9:12-cv-80502-DMM.

Counterclaim in a collection action. Pending.

Jeffrey Lauffer, an individual v. W.S. Marketing, Inc. a Florida Corporation, John Johnson, Individually; Shutts & Bowen, LLP, a Florida Limited Liability Partnership; and Gary Kompothecras, Individually, In the Circuit Court of the Twelfth Judicial Circuit, in and for Sarasota County, Florida, Case No. 2012-CA-0265

Claim by opposing party for alleged civil conspiracy. Pending.

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**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
RIGHT-OF-WAY COUNSEL SERVICES
CONTRACT NO. 000930**

**ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS**

If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

Shutts & Bowen LLP

Company Name
By: _____
Title: Partner

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM**

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that

Shutts & Bowen LLP

does:

Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

Proposer's Signature

Date



David A. Shontz

Partner



Founded 1910

300 South Orange Avenue, Suite 1000
Orlando, Florida 32801
dshontz@shutts.com
T: 407-835-6722

PRACTICE AREAS

Litigation

Eminent Domain
Inverse
Condemnation

INDUSTRIES

Automotive
Construction
Energy
Real Estate

BAR ADMISSIONS

The Florida Bar

COURT ADMISSIONS

U.S. Supreme Court
U.S. District Court for
the Middle District of
Florida.
U.S. Court of
Appeals, Eleventh
Circuit

A Fortune 100 energy firm and a \$6 billion real estate investment trust are two companies for which David A. Shontz has helped resolve disputes. For those involved in real estate, construction, insurance, and general commercial contracts, Mr. Shontz works in and out of court to negotiate agreements. He is a member of the Business Litigation Practice Group in the Orlando office and represents companies throughout the state.

EXPERIENCE

Mr. Shontz represents both corporations and individuals in trial and in negotiations out of court. He focuses on complex civil litigation (plaintiff and defense) and commercial litigation involving contracts, insurance coverage disputes, construction and eminent domain.

He works with companies in various industries throughout the State of Florida, including real estate developers and owners, construction contractors, energy companies, auto dealers and others. For these and other businesses, he has helped resolve disputes over construction defects, environmental contamination, development issues and business contracts. He also works with a local airport authority on eminent domain issues.

RECOGNITION

- Martindale-Hubbell A-V Preeminent Rated
- Named Orlando's Top Lawyers as published in *Orlando Home & Leisure* 2012

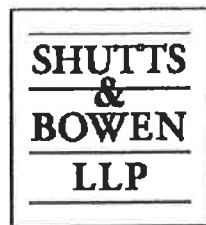
BACKGROUND

Before joining Shutts & Bowen, Mr. Shontz worked for 10 years as a litigation paralegal focusing on eminent domain/condemnation and various types of litigation. He helped represent hundreds of property owners throughout Florida against condemning authorities, including the Florida Department of Transportation, Orange County, Seminole County and the City of Orlando. His experience in eminent domain also includes assisting the Orlando/Orange County Expressway Authority in filing and litigating eminent domain cases on behalf of the condemning authority.

EDUCATION

- Barry University School of Law, J.D., 2002
- University of Central Florida, B.A., Legal Studies, 1998

David A. Shontz (cont.)



Founded 1910

AFFILIATIONS

- Association of Eminent Domain Professionals
- Orange County Bar Association
- Board of Advisors, Barry University School of Law



Kenneth W. Wright

Partner



Founded 1910

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Orlando, Florida 32801
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PRACTICE AREAS

Government Law
Land Use & Zoning
Public Finance
Environmental
Litigation

INDUSTRIES

Real Estate
Governmental
Entities
Manufacturing
Energy

BAR ADMISSIONS

The Florida Bar

Kenneth Wright has been called to lead groups that shape statewide environmental policy and regional development. Mr. Wright presently serves as Vice-Chairman of the Florida Fish and Wildlife Conservation Commission, appointed for a five (5) year term. Mr. Wright also currently serves as a Trustee on the Board of Directors for Hubbs Sea World Research Institute. He is past chair for eight (8) years of the Florida Environmental Regulation Commission. Mr. Wright also served on the East Central Florida Regional Planning Council and also served eight (8) years on, and chaired the board for, the Orlando Sanford Airport Authority, which oversees the Orlando/Sanford International Airport. Mr. Wright served as general counsel to the Orlando-Orange County Expressway Authority. Mr. Wright has a broad base of experience from which to evaluate and resolve client problems. Mr. Wright is a partner in the Orlando office and serves as Co-Chairman of the firm's Government Relations Practice Group.

EXPERIENCE

Having worked in government law, land use, public finance and transportation, Mr. Wright has a strong background in issues ranging from public sector litigation to land acquisition. He currently focuses on government relations, land use/environmental law, and administrative and regulatory law. Mr. Wright often represents clients before government entities at the local and state levels, including commissions and regulatory agencies. This involves work on a wide variety of issues, such as zoning, environmental and other public policy concerns.

PROFESSIONAL & CIVIC ACTIVITIES

Mr. Wright is active in both local and state politics. During the 2000 presidential election challenge, Mr. Wright represented George W. Bush and Dick Cheney.

EDUCATION

- Cumberland School of Law, J.D., 1974
- University of South Florida, B.S., Political Science, 1970

AFFILIATIONS

- Florida Fish and Wildlife Conservation Commission, Vice Chairman
- East Central Florida Regional Planning Council
- Florida Environmental Regulations Commission, Chairman
Metro Plan Orlando

Kenneth W. Wright (cont.)

Founded 1910

- Orlando-Sanford Airport Authority, Board Member & Past Chairman





Michael J. Grindstaff

Partner

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**SHUTTS
&
BOWEN
LLP**

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PRACTICE AREAS

Land Use & Zoning
Real Estate

INDUSTRIES

Real Estate

BAR ADMISSIONS

The Florida Bar

Michael J. ("Micky") Grindstaff is a partner in Shutts & Bowen's Orlando office and leader of its Real Estate Practice Group. Since 1982, Mr. Grindstaff's practice of law has been concentrated in the areas of real estate transactions, land use and development. He has handled numerous transactions involving the acquisition, zoning, permitting, development and sale of retail shopping centers, mixed-use developments, residential subdivisions, multi-family apartment complexes, office buildings and Development of Regional Impact (DRIs). He has negotiated and prepared sophisticated acquisition, sale, lease, financing, easement and land use related documentation. In addition, Mr. Grindstaff has handled many real estate related litigation matters including condemnations, title disputes, ad valorem taxation disputes, landlord/tenant disputes, mortgage foreclosures, receiverships, and zoning and land use litigation. He has also been intensely involved in several comprehensive and substantial loan work-out matters, representing both developers and institutional lenders.

CIVIC INVOLVEMENT

Mr. Grindstaff's civic involvement includes: Current Chairman of University of Central Florida ("UCF") Board of Trustees; Appointment by former Senator Mel Martinez as past statewide Chairman and Member of Federal Judicial Nominating Committee (four years); Former Chairman and Member of the Orange County Planning and Zoning Commission (five years); Former Member of the Orange County Board of Zoning Adjustment; Past Trustee, Orlando Science Center (four years); Past Chairman and Current Director of the University of Central Florida Foundation (ten years); Past Director, University of Central Florida Athletic Association; Past Director, UCF Alumni Association; Past Chairman, President and Vice President of Executive Committee, UCF Golden Knights Club, Inc.; UCF Alumni Trustee (Lifetime Member).

RECOGNITION

- Martindale Hubbell A-V *Preeminent* Rated
- *Chambers USA: America's Leading Lawyers for Business*, selected for inclusion in Real Estate: Zoning/Land Use in 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012
- *The Best Lawyers in America®*, selected for inclusion in Real Estate Law in 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013; Litigation and Real Estate Law 2012, 2013
- *Florida Trend's Florida Legal Elite*, selected for inclusion in 2006, 2007, 2008, 2009, 2010, 2011, 2012

Michael J. Grindstaff (cont.)

- *Florida Super Lawyers*, selected for inclusion in Real Estate in 2007, 2008, 2009, 2010, 2011, 2012
- *Orlando's Best Lawyers*, 2006, 2007, 2008, 2009, 2010, 2011, 2012
- *WHO'SWHOLEGAL - The International Who's Who of Real Estate Lawyers*, 2011, 2012

EDUCATION

- Walter F. George School of Law, Mercer University, J. D., *cum laude*, 1982
- University of Central Florida, B.S.B.A., 1978

AFFILIATIONS

- Chair, University of Central Florida Board of Trustees
- Member, Board of Directors of Dr. Phillips Center for the Performing Arts
- Federal Judicial Nominating Commission, Past Statewide Chairman and Member
- Orange County Planning and Zoning Commission, past Chairman
- Orange County Board of Zoning Adjustment, past Member
- Orlando Science Center, past Trustee
- UCF College of Business Hall of Fame
- University of Central Florida Foundation, Past Chairman
- University of Central Florida Athletic Association, Past Director
- UCF Alumni Association, past Director
- UCF Golden Knights Club, Inc.; Past Chairman, President and Vice President
- UCF Alumni; Trustee, Lifetime Member



Robert A. Savill

Partner

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Founded 1910

PRACTICE AREAS
Real Estate

BAR ADMISSIONS
The Florida Bar

Robert A. "Bob" Savill is a partner in Shutts & Bowen's Orlando Real Estate Department. He has practiced in the areas of real estate lending and real estate transactions for more than 35 years, first in Indianapolis, Indiana where he represented substantial lending clients, as well as local developers engaged in shopping center, office, apartment, warehouse and other real estate developments.

Since 1984, Mr. Savill has continued his real estate lending and real estate transactions practice in Orlando where he has represented leading institutional lending clients, homebuilding companies, and real estate developers involved with a variety of properties including citrus groves.

Mr. Savill has assisted foreclosure counsel by handling deed in lieu of foreclosure transactions on various commercial projects including subdivision land, apartments, office buildings, and shopping centers. He has also counseled banking officers in the disposition of commercial Real Estate Owned.

Mr. Savill served as an Army lawyer from 1967-1971 with the rank of Captain in the U.S. Army Judge Advocate General's Corp.

RECOGNITION

- Martindale-Hubbell AV Rated

EDUCATION

- Indiana University School of Law, Bloomington, J.D., with distinction, 1966
- Indiana University, Bloomington, B.S., Business, 1963

AFFILIATIONS

- Orange County Bar Association



Scott A. Glass

Partner

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PRACTICE AREAS

Government Law
Administrative Law

INDUSTRIES

Governmental Entities
Energy
Real Estate
Construction

BAR ADMISSIONS

The Florida Bar
Maryland Bar (1985 -
1991, Inactive)

Scott Glass is a partner in Shutts & Bowen's Orlando office where he focuses his practice on government law, land use and zoning, and land use related litigation. He is Florida Bar Board Certified in City, County and Local Government Law.

Having served as both an elected official and a city attorney, Mr. Glass understands how local government works. His perspective is important in his practice. It allows him to anticipate problems and communicate with elected officials and staff to avoid them. His business background and his creditors' rights work for the Resolution Trust Corporation and numerous banks and other lenders during the 1980s and 1990s add to his practice. Working through both economic downturns and upturns has positioned Mr. Glass to counsel his clients, both public and private, through the legal challenges that each presents.

With more than 25 years of experience, Mr. Glass is recognized in the region for confronting tough legal issues with a focused approach. He has advised large public entities such as the Orlando-Orange County Expressway Authority, the City of Orlando, and the Orange County Utilities Commission. He has also advised smaller municipalities such as West Melbourne and the City of Winter Park. He counsels government clients on issues ranging from public records and the Government in the Sunshine Act, to interlocal agreements dealing with annexation, utility service areas, and coordinated development.

In addition to his work involving the public sector, Mr. Glass represents private clients ranging from individuals to national companies in real estate, construction and general commercial matters. Mr. Glass has frequently appeared before state and local government boards to gain approvals for development or general business. He was a charter member of the Baltimore Bankruptcy Bar Association in the mid-1980s and previously focused his practice on creditors' rights, loan workouts, bankruptcy litigation, and general corporate and commercial issues.

BACKGROUND

Prior to joining Shutts & Bowen, Mr. Glass was a Senior Assistant City Attorney with the City of Orlando, where he practiced in the Land Development and Transactions Section. He is a former City Commissioner in the City of Ocoee, Florida, and served on the Florida Public School Construction Study Commission. He formerly practiced in Baltimore, Maryland and Washington, D.C.

Scott A. Glass (cont.)

Founded 1910

Mr. Glass frequently speaks at industry seminars. Topics include the Public Records Act and Government in the Sunshine Law, government takings, private property rights and the Harris Act, quasi-judicial hearings, concurrency and First Amendment issues in land use regulation. He also taught Urban Land Use Law to graduate students at the University of Central Florida School of Health and Public Administration.

EDUCATION

- University of Virginia, J.D., 1985
- Towson State University, B.S., *magna cum laude*, 1981

AFFILIATIONS

- Transportation & Expressway Authority Membership of Florida, Inc. (TeamFL) – Member
- TeamFL Helping Advance Neighborhoods, Kids & Schools, Inc. (THANKS) – President
- Environmental and Land Use Law Section, Florida Bar – Member
- Local Government Law Section, Florida Bar - Member
- West Orange Chamber of Commerce – Member
- Bridgewater Middle School Dads Committee – Member
- Orange County Redistricting Commission – Former Member
- City of Ocoee Code Enforcement Board – Former Member
- City of Ocoee Police Advisory Board – Former Member



Sidney C. Calloway

Partner



Founded 1910

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PRACTICE AREAS

Government Law
Litigation

INDUSTRIES

Governmental Entities
Real Estate
Telecommunications

BAR ADMISSIONS

The Florida Bar

COURT ADMISSIONS

U.S. District Courts,
Southern & Middle
Districts of Florida
U.S. Court of
Appeals, 11th Circuit

Sidney Calloway is a partner and Co-Chair of Shutts & Bowen Government Law Practice Group. His prominent expertise as lead trial counsel for both public agencies and private sector clients encompasses jury trial litigation experience in cases involving land use and zoning, eminent domain, CERCLA, telecommunications and construction defects. He has been recognized by *Florida Super Lawyers* for his trial skills and professional expertise in the area of Civil Litigation Defense. Mr. Calloway is also a past President of the T.J. Reddick Bar Association, a former adjunct professor at the University of Miami Law School, Litigation Skills Department, and former chair of a Florida Bar Grievance Committee for the 17th Judicial Circuit. He is also a Florida Supreme Court certified circuit civil court mediator.

AFFILIATIONS

Mr. Calloway served on the Florida Transportation Commission from 2001 through 2009. He also served on the State Commission on Legislative Reform of Judicial Administration. In 2010, the Delta Sigma Theta sorority presented Mr. Calloway with its Distinguished Service Award. In 2008, Onyx Magazine awarded Mr. Calloway the Onyx Award for community service. In 2007, the Urban League of Broward County presented Mr. Calloway with its Margaret Roach Humanitarian Award. Mr. Calloway is a member of the Regional Business Alliance. He is former Chair of the Greater Fort Lauderdale Chamber of Commerce and currently chairs the Chamber's Committee on Transportation & Infrastructure. In June, 2011, Mr. Calloway completed almost nine years of public service as a member of the Board of Directors for the Early Learning Coalition of Broward County, where he also served as Vice-Chair and Treasurer of that organization. Mr. Calloway also formerly served on the Board of Directors of the Urban League of Broward County, the City of Fort Lauderdale Economic Development Advisory Board, and the Fort Lauderdale NAACP.

EDUCATION

- Washington University/St. Louis, J.D., 1988
- Florida State University, B.A., 1985

AFFILIATIONS

- American Bar Association
- Broward County Bar Association





Sidney C. Calloway (cont.)

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- National Bar Association
- American Association for Justice
- Leadership Florida





Eric S. Adams

Partner

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PRACTICE AREAS

Aviation
Eminent Domain
Inverse
Condemnation
Intellectual Property
Litigation
Real Estate

INDUSTRIES

Cargo/Port Services
Defense
Insurance

BAR ADMISSIONS

The Florida Bar

COURT ADMISSIONS

U.S. District Court for
the Northern, Middle
and Southern
Districts of Florida
U.S. Court of
Appeals, 11th Circuit

When it comes to finance and commerce, Eric S. Adams speaks the language of his clients. With his accounting experience and economics degree, Mr. Adams understands the issues that affect businesses. He is a partner in Shutts & Bowen's Tampa office where he practices in the firm's Litigation Practice Group. He focuses on four primary litigation areas: construction, real estate, intellectual property and commercial.

CONSTRUCTION LITIGATION

In the construction industry, Mr. Adams works with owners, contractors, and insurers to address disputes. He has extensive experience with design, defect, delay, and insurance coverage aspects of construction litigation, as well as issues related to the interplay of liability between architects, engineers, and contractors. Mr. Adams' construction litigation efforts include hurricane-related moisture-intrusion cases, as well as litigation involving Florida Building Commission product approval, large public works projects, and coastal residential tower projects involving complicated product and insurance coverage issues.

REAL ESTATE LITIGATION

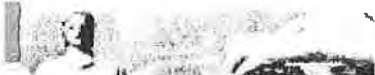
In real estate, Mr. Adams works with owners, developers, builders, and Community Development Districts (CDDs) on dispute matters. He also has extensive experience in eminent domain and inverse condemnation matters, as well as easement and property boundary disputes. Mr. Adams' real estate litigation experience includes involvement in the Pinecastle Jeep Range cases in Orange County, Florida.

INTELLECTUAL PROPERTY LITIGATION

Both individuals and businesses have turned to him for cases involving copyrights, trademarks and patents. He has litigated matters involving trade secrets and other intellectual property, while also helping to enforce or to defend the enforcement of non-competition agreements. Mr. Adams' intellectual property litigation experience includes representing builders in copyright cases, centering around alleged home design infringement.

COMMERCIAL LITIGATION

Business torts and director and officer liability are two areas where Mr. Adams serves his general business clients. He also represents them in insurance cases and against charges involving Florida and federal Racketeer Influenced and Corrupt Organizations (RICO) Act, among other areas.



RECOGNITION

- Martindale Hubbell A-V Rated
- *Florida Trend's Florida Legal Elite*, selected for inclusion: 2006, 2007, 2008, 2009, 2010, 2011, 2012
- *Florida Super Lawyers*, selected for inclusion: 2008, 2009, 2010, 2011, 2012
- *Best Lawyers in America*, selected for inclusion, Commercial Litigation 2013

REPORTED OPINIONS

- Kraft Co., Inc. v. J & H Marsh & McLennan of Florida, Inc., 2006 WL 1876995 (M.D.Fla.2006)
- Marsh U.S.A., Inc. v. Walpole, Inc., 2005 WL 2372006 (M.D.Fla. 2005)
- Healthcare Parking Systems of America, Inc. v. Midili and Hospital Parking Remedies, Inc., 853 So. 2d 418 (Fla. 2d DCA 2003)
- Martin v. Mentor Corp., 142 F.Supp.2d 1346 (M.D.Fla. 2001)
- Hunt Ridge at Tall Pines, Inc. v. Hall, 766 So.2d 399 (Fla. 2d DCA 2000)
- Sutherlund ex rel. Sutherland v. Pell, 738 So.2d 1016 (Fla. 2d DCA 1999)
- Kinney v. University Community Hospital, Inc., 718 So.2d 183 (Fla. 2d DCA 1998)
- Spinelli v. Capital One Bank, 2009 WL 700705 (M.D. Fla. March 14, 2009)

BACKGROUND

Mr. Adams served as an accountant with Coopers & Lybrand (now Price Waterhouse Coopers), before joining Shutts & Bowen.

EDUCATION

- Florida State University, J.D., *cum laude*, 1996
- Marshall University, B.B.A., *magna cum laude*, Economics & Spanish, 1992
- University of Oxford (Christ Church) England, 1990
- University of Valencia, Spain, 1991

AFFILIATIONS

- American Bar Association
- Hillsborough County Bar Association
- Bay Area Legal Services, Board of Directors (2003 - 2007)
- Big Brothers Big Sisters of Tampa, Inc., Board of Directors (2002 - 2006)
- Tampa Connection, Board of Directors (2005 to present), Secretary (2006), Vice Chair (2007), and Chair (2008)



Brett R. Renton

Associate

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PRACTICE AREAS

Aviation
Construction
Creditors' Rights and
Bankruptcy
Eminent Domain
Inverse
Condemnation
Environmental
Equine Law
Government Law
Litigation

BAR ADMISSIONS

The Florida Bar

COURT ADMISSIONS

U.S. Court of
Appeals, Eleventh
Circuit
U.S. District Court for
the Middle District of
Florida

Brett Renton is an attorney in Shutts & Bowen's Business Litigation Practice Group in Orlando. Mr. Renton represents both corporations and individuals in trial and in negotiations out of court. His practice focuses on several areas including complex and commercial litigation, construction liens and construction defect litigation, eminent domain litigation, Landlord-Tenant eviction and damage actions, and collection and damage cases. Mr. Renton works with companies and individuals in various industries throughout the State of Florida, including real estate developers, shopping plaza owners, construction contractors, architects and others. Mr. Renton also serves as the Deputy General Counsel to a local airport authority.

EDUCATION

- Florida State University College of Law, J.D., *cum laude*, 2007
- University of Florida, B.A., Business Administration, *cum laude*, 2004
- University of Florida, B.S., Advertising, 2004

AFFILIATIONS

- Orange County Bar Association, Young Lawyers Section Board Member, 2012-2014
- Florida Citrus Sports Association, Bowl Team Scout Committee and Military Affairs Committee





Michele M. Champion

Real Estate Paralegal

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Michele Champion attended college at Young Harris College, Young Harris, Georgia (1969-1971).

Since 1978, Ms. Champion has worked in the real estate field at financial institutions, savings and loans and law firms. Her real estate paralegal career began in 1984 and her experience is in both residential and commercial transactions. She has prepared loan and closing documents, reviewed and prepared title commitments and policies, conducted survey reviews, attended and conducted closings and performed corporate searches. She is knowledgeable in handling matters generally necessary to complete a real estate transaction.



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
PRICE PROPOSAL
RIGHT-OF-WAY COUNSEL SERVICES - CONTRACT NO. 000930

ITEM NO.	QUANT.	UNIT	CLASSIFICATION	HOURLY RATE	TOTAL COST
1	3,000	MANHOURS	SENIOR PARTNER	\$ 300.00	\$ 900,000.00
2	3,000	MANHOURS	SENIOR ASSOCIATE	\$ 250.00	\$ 750,000.00
3	3,000	MANHOURS	JUNIOR ASSOCIATE	\$ 200.00	\$ 600,000.00
4	3,000	MANHOURS	PARALEGAL	\$ 95.00	\$ 285,000.00
TOTAL PROPOSAL AMOUNT					\$ 2,535,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Right of Way Counsel Services

13 NOV 14 PM 12:58

Contract No: 000930

This Supplemental Agreement No. 1 entered into this 13th day of November, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), 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. The Authority has determined it necessary to increase the Agreement amount by \$2,500,000.00 in order to continue the required services to completion, and
2. The Counsel hereby agrees to the increase in the Agreement amount, and
3. The Authority and Counsel agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Agreement except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the 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. 1 is necessary to fund the continuation of the required services to completion.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Right of Way Counsel Services

Contract No.: 000930


Cost: \$2,500,000.00

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

SHUTTS & BOWEN, LLP

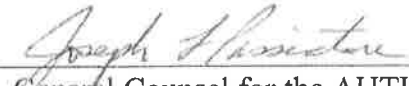
By: 
KENNETH W. WRIGHT
Print Name

Title: PARTNER

Witness: Diana Hockman

Date: Nov 19, 2014


Approved as to form and execution, only.


General Counsel for the AUTHORITY

RECEIVED
CONTRACTS DEPT
CES 11/21/14
SIGNATURE / DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board
FROM:  Joseph L. Passiatore, General Counsel
DATE: October 29, 2014
SUBJECT: First Supplemental Agreement to Shutts & Bowen Contract

On February 27, 2013 CFX entered into a contract with Shutts & Bowen wherein the firm agreed to provide right of way services to the Authority for a three year period with the option for two one year renewals.

The upset limit in the contract was for an amount of \$2,535,000 which amount was based on the attached Scope of Services and Price Proposal submitted as part of the request for proposal process. As of this time the contract's initial cap has been almost fully utilized.

There are several reasons why the contract balance has been depleted. To begin with, as is shown on the spreadsheet, the original budget was for legal services only. The bulk of the work performed by Shutts has been acquiring right of way through condemnation for the Wekiva Parkway. The firm has acquired 35 parcels in Section 203 and has initiated the process for acquisition of another 44 parcels in Sections 204, 205 & 206.

The condemnation process requires the services of land appraisers who in turn require the services of engineers and land planners. Shutts has utilized the services of five different appraisal firms and one review appraiser firm on this project. These services are provided pursuant to contracts between the firm and the appraisers in order to preserve the work product privilege. The Authority approves the contracts and authorizes the original caps and any supplemental amounts, but the privity is between the firm and the expert. Accordingly, billings for these services are run through the right of way counsel contract and booked against the cap for the firm's legal services.

To date, the amount of appraisal/expert invoices for Wekiva booked against and paid from the Shutts' contract is \$1,182,407.07.

To date, the amount billed and paid for legal services and costs on the Wekiva project is \$1,318,871.10. Thus, if one evaluates the amount expended strictly for Wekiva legal services versus the initial cap the contract is actually slightly under budget. Roughly speaking, contract duration is at 55% and legal service/costs for Wekiva are at 52%.

However, in addition to the appraisal billings, there are three other reasons why the contract now requires additional funding:

- (1) in addition to the Wekiva project, there have been significant legal expenses arising out of the All Aboard Florida and Innovation Way Interchange projects which could not have been anticipated at the time the contract was entered into back in February of 2013;
- (2) the Authority agreed in the Wekiva Interlocal Agreement with FDOT that the project would be federalized resulting in additional legal services on the project; and
- (3) subsequent to entry of the Shutts' contract, the Authority decided to apply for a TIFIA loan which funding requires accelerated acquisition in order to meet the loan's deadline for the road to be in operation and open to the public. This last factor requires acquisition of the 204, 205 & 206 parcels by July 2015.

Based upon all of the above, especially considering the fact that the appraisal billings will continue to be assessed against the cap set forth in the legal services contract and that the need for continuing legal services on the Wekiva and All Aboard projects will continue, I recommend that an additional two million five hundred thousand dollars (\$2,500,000) be authorized for the right of way services contract with Shutts & Bowen, CFX Contract #000930.

Finally, at its October 22, 2014 meeting, the Right of Way Committee directed that all future appraisal assignments be negotiated on a flat fee basis unless there are extenuating circumstances unique to certain parcels which justify an hourly rate method of compensation. In addition, I have instructed Shutts to provide me with monthly updates on their fees and expert costs so that costs will be more closely monitored. Lastly, all future assignments will be given via written task authorization with separate caps included for each assignment. I believe that with these procedures in place we will be better able to track our legal expenses on these important projects.

ACTION REQUESTED: Based on the above, staff requests authorization for execution of Supplemental Agreement No. 1 to Contract No. 000930 Right of Way Counsel Services with Shutts & Bowen, LLP.

JLP/ml

Enclosures (Supplemental Agreement No. 1, Shutts & Bowen Right of Way Counsel Services Agreement #000930 and Shutts & Bowen Parcel Assignment)

cc: Joe Berenis, CFX
Laura Kelley, CFX
Ken Wright, Esq., Shutts & Bowen, LLP

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

November 21, 2014

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

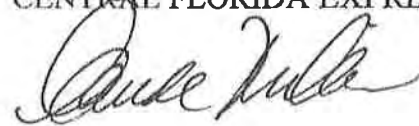
Re: Right-of-Way Counsel Services
Contract No. 000930
Supplemental Agreement No. 1

Dear Mr. Shontz:

Enclosed for your file is one (1) fully executed copy of the referenced supplemental agreement. If you have any questions you can contact me at 407-690-5371.

Sincerely,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Claude Miller
Director of Procurement

Attachment

cc: Joe Passiatore

Contract: 000930 - RIGHT OF WAY COUNSEL

Contract total: 5,035,000.00

Contractor: 00378 - SHUTTS & BOWEN, LLP

<u>Doc #</u>	<u>Doc Date</u>	<u>New End Date</u>	<u>Amount</u>	<u>New Contract Total</u>	<u>Create CO</u>
3729	11/26/2014	02/26/2016	2,500,000.00	5,035,000.00	No

Description: SUPPLEMENTAL AGREEMENT NO. 1

the 1990s, the number of people in the UK with a mental health problem has increased by 50% (Mental Health Foundation 2000).

There is a growing awareness of the need to address the needs of people with mental health problems in the community. The UK government has set out a strategy for mental health care (Department of Health 1999) and the World Health Organization has published a strategy for mental health care (World Health Organization 1993). Both strategies emphasize the need to provide a range of services to meet the needs of people with mental health problems in the community.

One of the key challenges in providing mental health care in the community is how to ensure that services are accessible to all who need them. This is particularly true for people with severe mental health problems, who often have difficulties in accessing services. One way to address this challenge is to provide services in the community, rather than in hospital. This approach has been shown to be effective in reducing the need for hospitalization and improving the quality of life for people with mental health problems (Mental Health Foundation 2000).

Another key challenge is how to ensure that services are tailored to the needs of individual people. This is particularly true for people with severe mental health problems, who often have complex needs. One way to address this challenge is to provide a range of services, including therapy, medication, and social support. This approach has been shown to be effective in improving the quality of life for people with mental health problems (Mental Health Foundation 2000).

There are a number of factors that can influence the effectiveness of mental health services in the community. These include the availability of resources, the quality of the services, and the involvement of the community. It is important to consider all of these factors when planning and implementing mental health services in the community.

In conclusion, there is a growing awareness of the need to address the needs of people with mental health problems in the community. The UK government and the World Health Organization have both set out strategies for mental health care that emphasize the need to provide a range of services to meet the needs of people with mental health problems in the community. One of the key challenges is how to ensure that services are accessible to all who need them. Another key challenge is how to ensure that services are tailored to the needs of individual people.

There are a number of factors that can influence the effectiveness of mental health services in the community. These include the availability of resources, the quality of the services, and the involvement of the community. It is important to consider all of these factors when planning and implementing mental health services in the community.

In conclusion, there is a growing awareness of the need to address the needs of people with mental health problems in the community. The UK government and the World Health Organization have both set out strategies for mental health care that emphasize the need to provide a range of services to meet the needs of people with mental health problems in the community. One of the key challenges is how to ensure that services are accessible to all who need them. Another key challenge is how to ensure that services are tailored to the needs of individual people.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Right of Way Counsel Services

Contract No: 000930

This Supplemental Agreement No. 2 entered into this 31st day of December, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), 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. The Authority desires a reduction in Counsel's hourly rates for Senior Partner and Senior Associate, and
2. Counsel hereby agrees to a reduction in the hourly rate for Senior Partner from \$300.00 per hour to \$250.00 per hour, and for Senior Associate from \$250.00 per hour to \$200.00 per hour effective January 1, 2015, and
3. The Authority and Counsel agree that this Supplemental Agreement No.2 shall not alter or change in any manner the force and effect of the Agreement except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the 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. 2 is necessary to reduce the hourly rates for Senior Partner and Senior Associate.

SUPPLEMENTAL AGREEMENT NO. 2


Contract Name: Right of Way Counsel Services

Contract No.: 000930

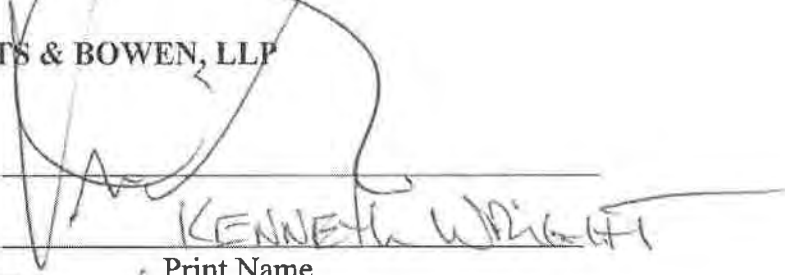
Cost: \$0.00

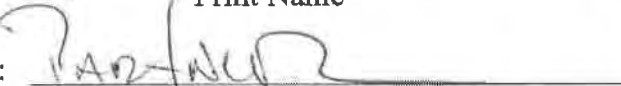
This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

SHUTTS & BOWEN, LLP

By: 
KENNETH WRIGHT
Print Name

Title: 

Witness: 

Date: 1-7-15

Supplementals Post

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Contract: 000930 - RIGHT OF WAY COUNSEL

Contract total: 5,035,000.00

Contractor: 00378 - SHUTTS & BOWEN, LLP

<u>Doc #</u>	<u>Doc Date</u>	<u>New End Date</u>	<u>Amount</u>	<u>New Contract Total</u>	<u>Create CO</u>
3744	01/20/2015	02/26/2016	0.00	5,035,000.00	No

Description: SUPPLEMENTAL AGREEMENT NO. 2
REDUCTION TO COUNSEL'S
HOURLY PAY RATE FOR SENIOR
PARTNER AND SENIOR ASSOCIATE
EFFECTIVE JANUARY 1, 2015
SR. PARTNER FROM \$300.00 TO
\$250.00
SR. ASSOCIATE FROM \$250.00 TO
\$200.00



Founded 1910

KENNETH W. WRIGHT
Member Florida Bar
(407) 835-6911 Direct Telephone
(407) 849-7272 Direct Facsimile

E-MAIL ADDRESS:
kwright@shutts.com

December 19, 2014

VIA U.S. MAIL

Joseph L. Passiatore, Esq.
General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

22 DEC 14 PM 1:14

Re: **Right-of-Way Counsel Services**
Contract No. 000930
Our File Number: 19125.082

Dear Joe:

Pursuant to your request, Shutts & Bowen LLP has agreed to reduce its hourly rates for Right-of-Way Counsel services in the above-referenced contract. Our modified rates beginning January 1, 2015 will be as follows:

Partners	\$250.00/hour.
Associates	\$200.00/hour.
Paralegal	\$95.00/hour.

We value our relationship with the CFX and look forward to continuing our role as Right-of-Way Counsel.

If you have any questions regarding the above, please do not hesitate to call my office.

Sincerely yours,

SHUTTS & BOWEN LLP

Kenneth W. Wright


DAS/tm
ORLDOCS 13776110 1

Tab H

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Right of Way Committee Members

FROM: Sidney Calloway, Esquire
Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: September 17, 2015

RE: *Central Florida Expressway Authority v. Michael Tyszko, et al.*
Case No. 2014-003641-O, Project: 429-203, **Parcel 228**
Owner: Michael Tyszko
Address: 3001 West Kelly Park Road, Apopka, Florida

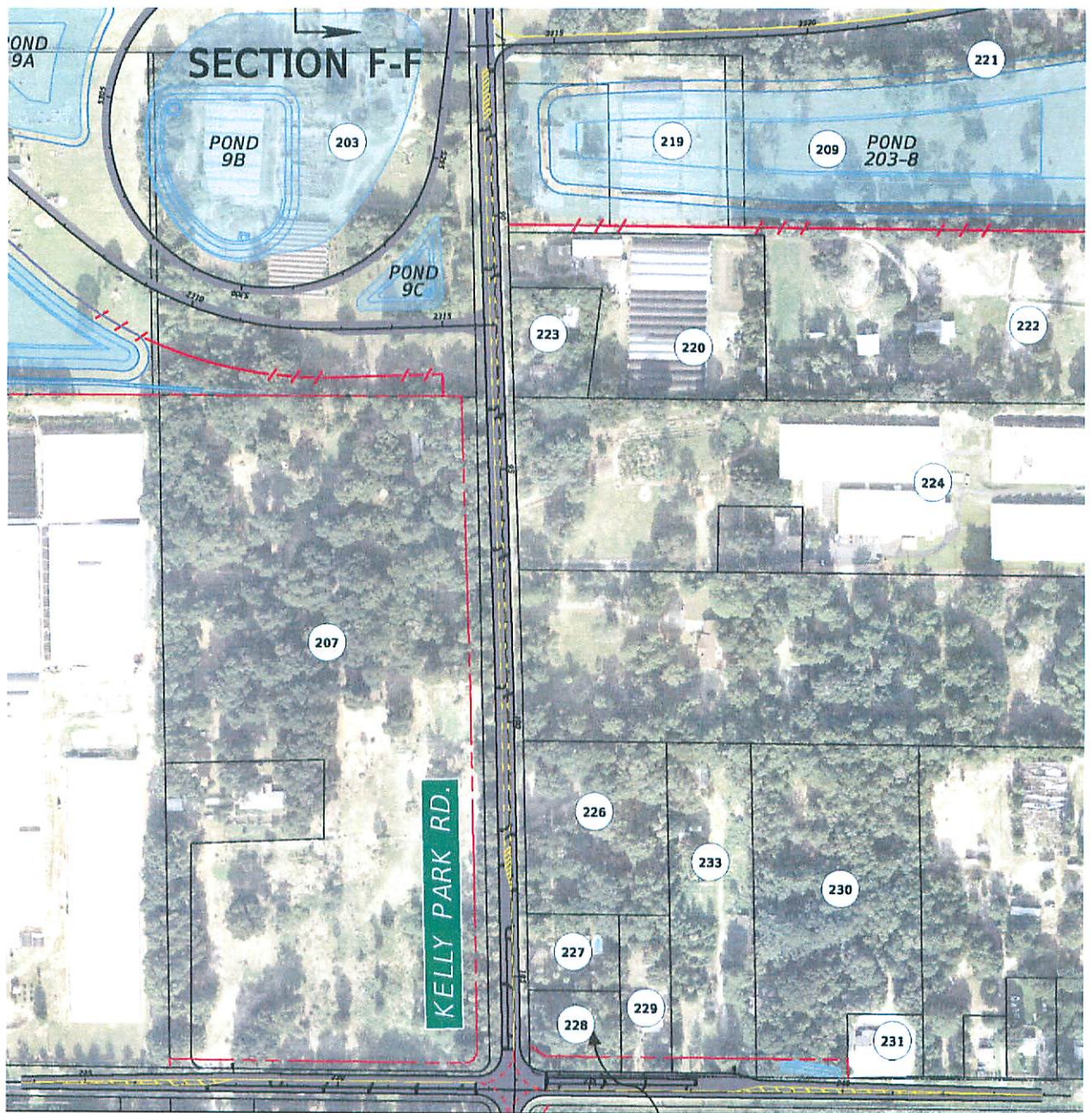
INTRODUCTION

This case is set for trial on the November 23, 2015 docket in front of Judge Kest. The case was mediated on September 16, 2015, but impassed after a full day of negotiations between the parties.

We would like to serve an offer of judgment. Section 73.032 of the Florida Statutes allows a condemning authority to serve an offer of judgment (Offer) in an eminent domain case. The purpose of the offer is to shift liability for expert fees and costs. If the judgment obtained is equal to or less than the offer of judgment, the trial court is prohibited from awarding costs incurred by the property owner after the date the offer of judgment was rejected. The Offer would have no applicability if it is less than the judgment obtained.

APPRAISED VALUE OF PARCEL 229

Parcel 228 is a partial taking of 0.1546 acres (6,735 sq. ft.) of property zoned A-1 (Citrus Rural District) along the northeast corner of Plymouth Sorrento Road and West Kelly Park Road in Apopka as shown in the map below. Mr. Carpenter appraised Parcel 228 with a highest and best use in the short-term for continued residential use, with a “reasonably probable use to hold until demand for future neighborhood commercial development permits.” Applying the comparable sales approach, Mr. Carpenter estimated the land value to be **\$3.50/sq. ft. or \$23,575**, plus \$7,665 for trees and sod, totaling **\$31,240.**

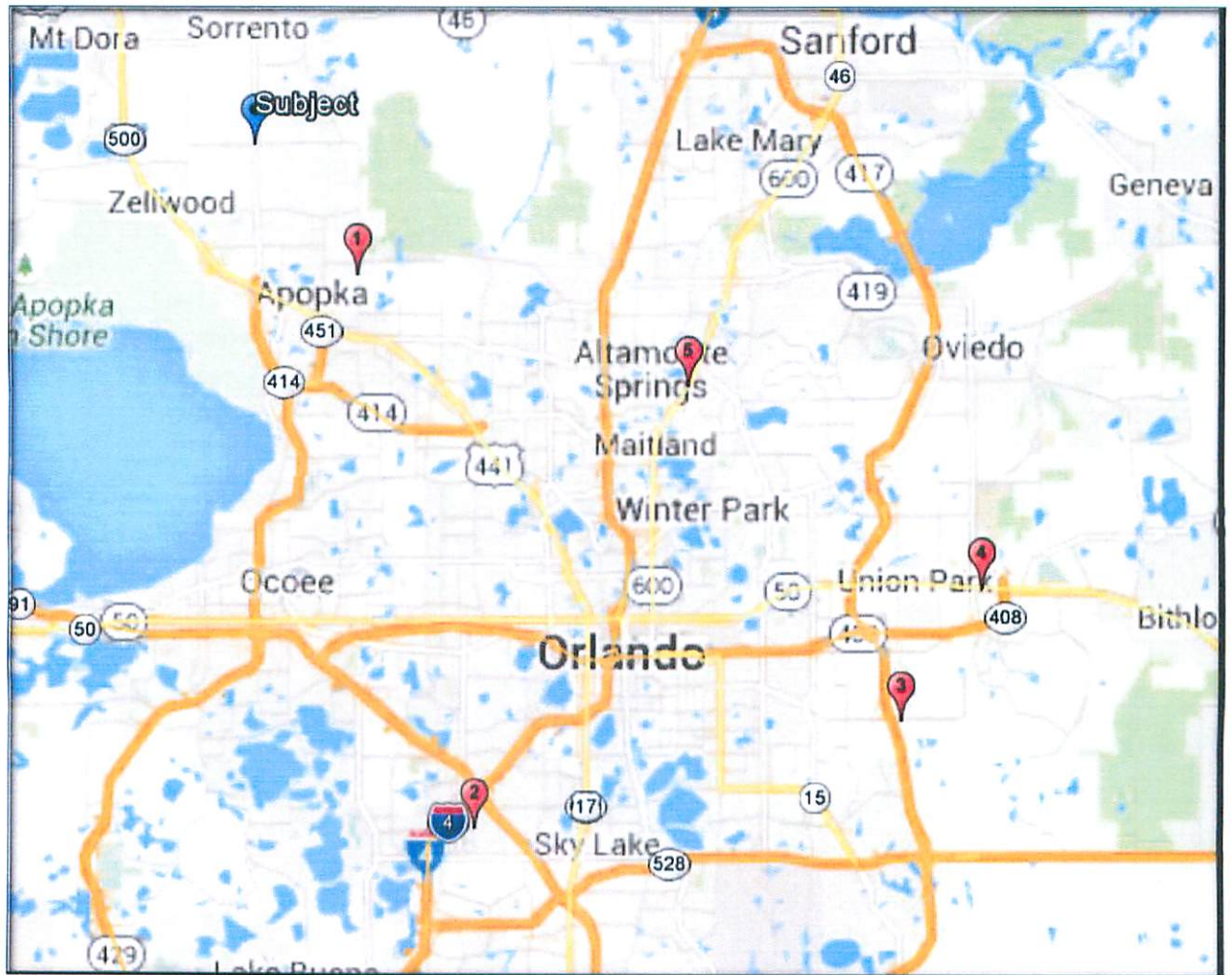


Subject Property

OWNER'S APPRAISAL REPORT

The owner's real estate appraiser, Martin Engelmann, Jr., MAI, valued Parcel 228 at \$14.50/sq. ft., or **\$97,700** for the land taken. His valuation conclusion is based upon using land sales transactions that occurred at fully completed highway interchanges, as shown in the map below, which he asserts are "comparable" to the subject parcels. In addition, Mr. Engelmann

added \$108,000 in severance damages due to the reduction in size from 0.6806 acres to 0.526 acres, for a total estimated value of **\$206,000.**



REQUEST

We request the Committee's recommendation for Board approval of an offer of judgment as to Parcel 228 in the amount of **\$81,240**, respectively, or some other amount determined by the Committee to be in the best interest of the Authority.



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

RIGHT OF WAY MEETING
SEPTEMBER 23, 2015

PROPOSED OFFER OF JUDGMENT
AS TO PARCEL 228



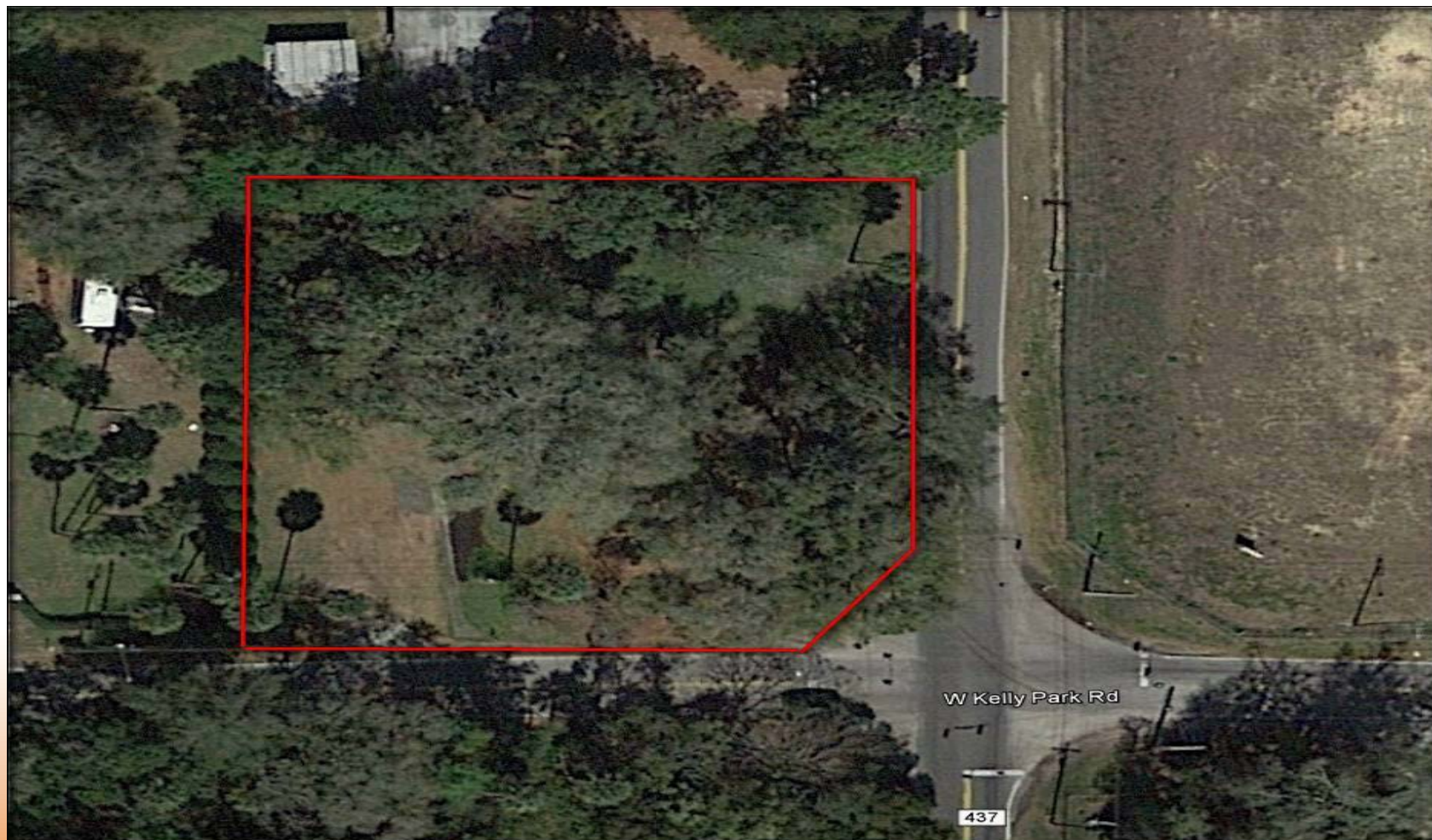
Subject Property



Approximate Representation
Source: Orange County Property Appraiser



Aerial View of Subject Parent Tract



Subject Photos



View Looking East on Kelly Park Road



View Looking West on Kelly Park Road



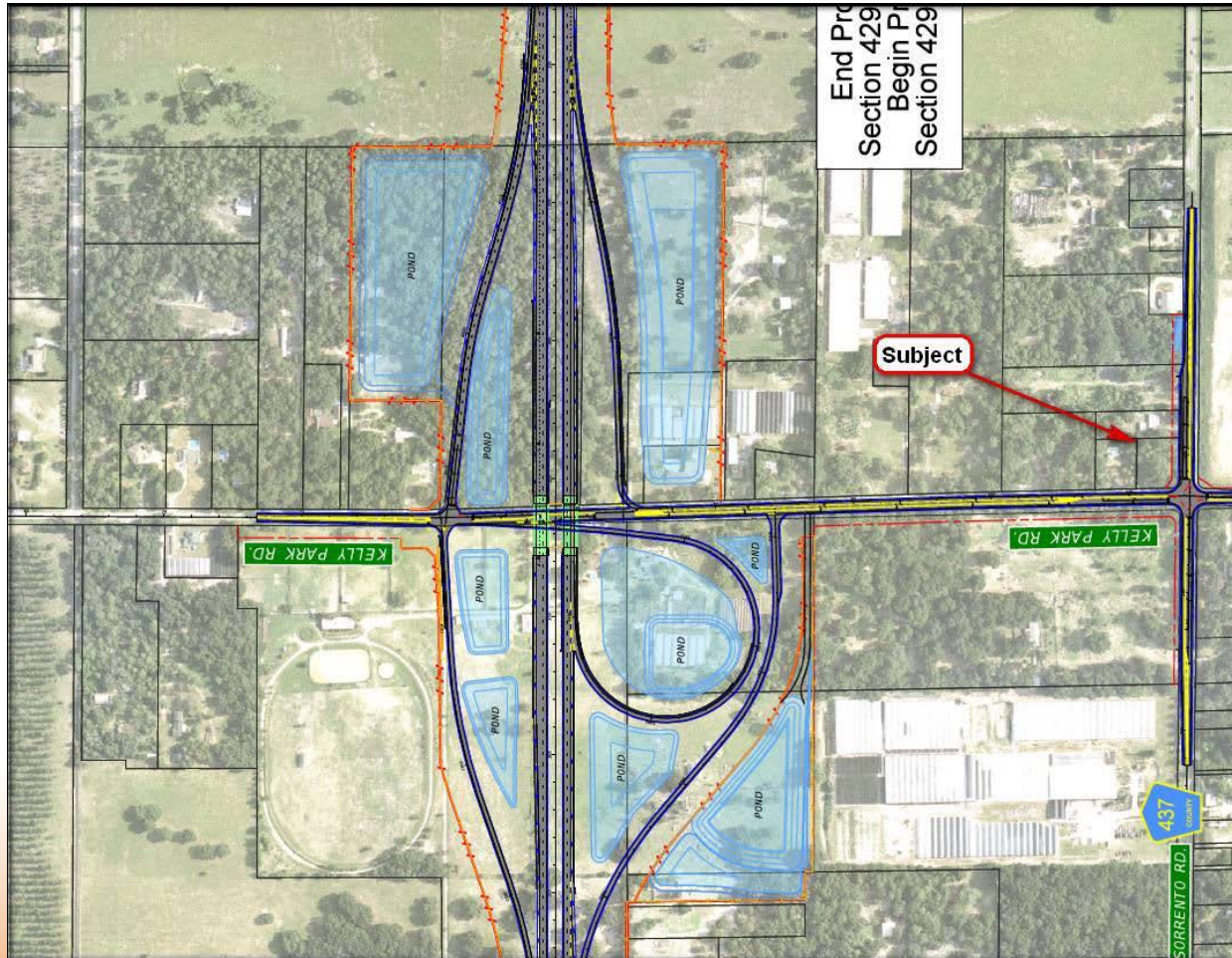
View Looking North on Plymouth Sorrento Road



View Looking South on Plymouth Sorrento Road

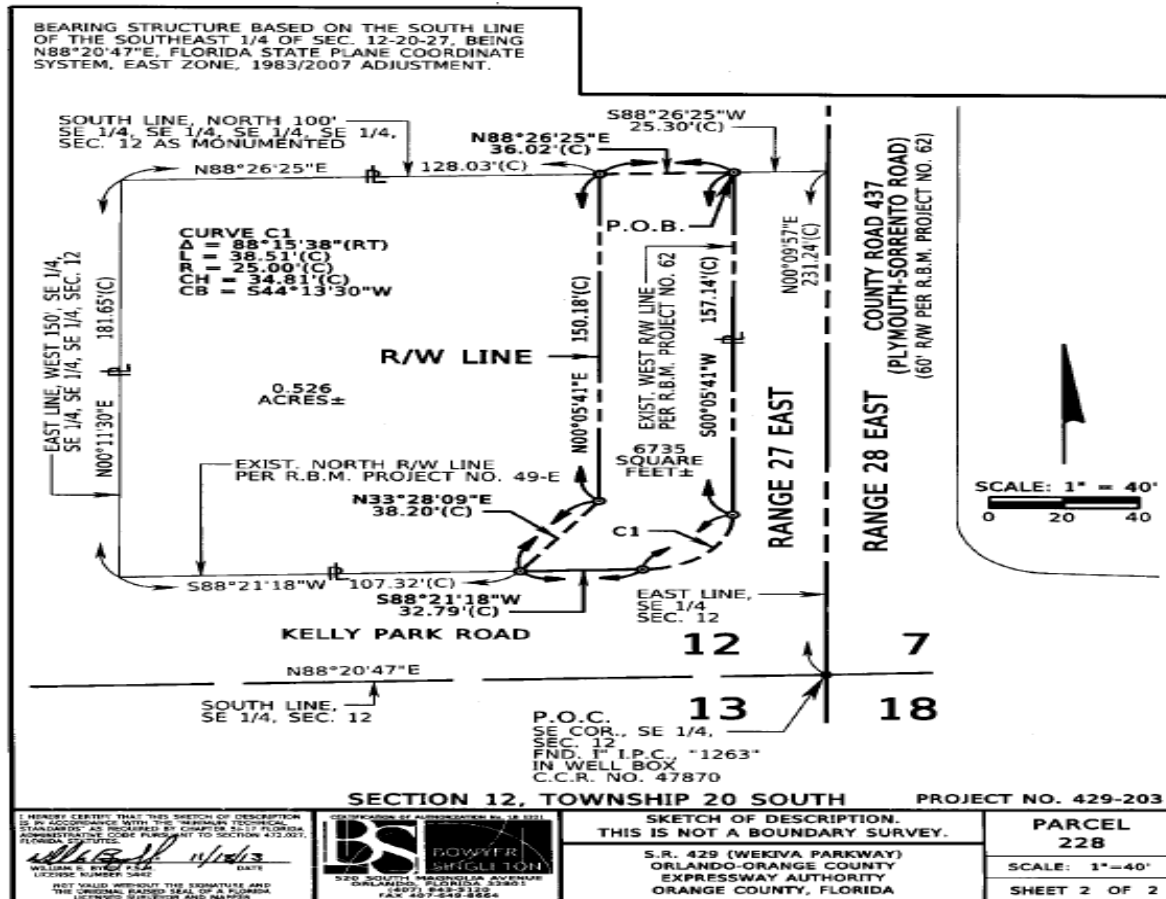


Construction Plans





Parcel 228 (0.1546 acres)





Appraisal Comparison

Parcel 120	Carpenter	Engelmann
Part taken (6,735 sq. ft.)	@ \$3.50/ sq. ft. = \$23,575	@ \$14.50/ sq. ft. = \$97,700
Improvements Taken (Trees and Sod)	\$ 7,665	\$0
Costs to Cure	\$0	\$0
Damages to Remainder	\$0	\$108,000 (Diminution in Size)
Total Real Estate Claim	\$31,240	\$206,000



Recommendation

- Approve an offer of judgment for Parcel 228 in the amount of \$81,240, or as determined by the ROW Committee, excluding interest, attorney's fees, expert fees, and costs.