

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING

August 14, 2014

Board Meeting will begin following the conclusion of the 9:00 a.m. Board Workshop

Meeting Location: CFX Boardroom
4974 ORL Tower Road, Orlando, FL 32807

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to Rule 1-1.011, the governing Board for CFX has set aside at least 15 minutes at the beginning of each regular meeting for citizens to speak to the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the matter of public interest is on the Board's agenda, but excluding pending procurement issues. Each speaker shall be limited to 3 minutes.

C. APPROVAL OF MINUTES – Board Meeting July 10, 2014 Action Item

D. APPROVAL OF CONSENT AGENDA Action Item

E. REGULAR AGENDA ITEMS

1. **DISCUSSION OF RULES OF PROCEDURE FOR BOARD MEETINGS –** Action Item
Joseph Passiatore, Esq., General Counsel and Jo Thacker, Esq., Broad and Cassel

2. **APPROVAL OF REAL ESTATE AND PURCHASE AGREEMENT FOR THE** Action Item
SALE OF SURPLUS PARCEL NOS. 148, 149 & 150 (PARTIAL) TO ASBURY
THEOLOGICAL SEMINARY – Jere Daniels, Esq., Winderwee, Haines, Ward
& Woodman

3. **CONSIDERATION OF ADOPTION OF RECOMMENDED ORDER IN LANE** Action Item
CONSTRUCTION BID PROTEST – Joseph Passiatore, Esq., General Counsel
and Denise Hammond, Esq., Wright Fulford Moorhead & Brown

4. **APPROVAL OF CONTRACT WITH SOUTHLAND CONSTRUCTION CORP.** Action Item
FOR S.R. 528 AIRPORT MAINLINE PLAZA DEMOLITION AND RAMP PLAZA
CONSTRUCTION PROJECT NO. 528-405; CONTRACT NO. 001004
(CONTRACT AMOUNT \$38,708,813.52) – Joseph Berenis, Deputy Executive
Director

F. OTHER BUSINESS / BOARD MEMBER COMMENT

G. ADJOURNMENT

This meeting is open to the public.

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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 and evidence upon which the appeal is to be based.

CONSENT AGENDA August 14, 2014

LEGAL

1. Approval of Stipulated Final Judgment with Robert and Adis Strier for acquisition of Parcel 216, Wekiva Parkway Project 429-203 (Settlement Amount \$144,600)
2. Approval of Stipulated Final Judgment with Milford Kirkland for acquisition of Parcel 201, Wekiva Parkway Project 429-203 (Settlement Amount \$170,500)
3. Approval of settlement with Marvin E. and Carol G. Faircloth for acquisition of Parcel 109, Wekiva Parkway Project 429-202 (Settlement amount: \$86,119.50)
4. Approval of Real Estate Purchase Agreement with David J. Martin for acquisition of Parcel 125, Wekiva Parkway Project 429-202 (Purchase amount: \$4,400)
5. Approval of Settlement with George Arendt for acquisition of Parcel 157 (Parts A & B), Wekiva Parkway Project 429-202 (Settlement amount: \$177,000)
6. Approval of Settlement with Stephen H. and Susan Griffith for acquisition of Parcel 110, Wekiva Parkway Project 429-202 (Settlement amount: \$194,370)
7. Approval of Settlement with Jeffrey Monson for acquisition of Parcel 131 (Parts A & B), Wekiva Parkway Project 429-202 (Settlement amount: \$388,774)
8. Approval of Settlement with Mary L. Harvey and Donald Churaman for acquisition of Parcel 134 (Parts A, B & C), Wekiva Parkway Project 429-202 (Settlement amount: \$238,846)
9. Approval of Settlement with Thomas Ward Klinker for acquisition of Parcel 132 (Parts A, B & C), Wekiva Parkway Project 429-202 (Settlement amount: \$207,500)
10. Approval to execute and record Quit-Claim Deed and Easements between CFX, Orange County and FDOT related to joint use pond at Lake Underhill and Goldenrod Roads (No cost to CFX other than nominal recording fees not to exceed \$300)
11. Approval of Agreement for Appraisal Services with Urban Economics Incorporated for consulting services related to railroad property valuation for the Wekiva Parkway Projects 429-204, 429-205 and 429-206 (Agreement amount: Not-to-exceed \$100,000)
12. Approval of Addendum to Agreement for Appraisal Services with Bullard, Hall & Adams for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Addendum amount: \$150,000)
13. Approval of Addendum to Agreement for Appraisal Services with Durrance & Associates, P.A. for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Addendum amount: \$150,000)

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14. Approval of Increase in Contract Amount with Lowndes, Drosdick, Kantor & Reed, P.A. for acquisition of Parcel Nos. 197, 230, 257 & 267, Wekiva Parkway, Project 429-203 (Contract Increase of \$100,000)
15. Approval of Second Amendment to Contract for Sale and Purchase of Rail Line Easements between All Aboard Florida and Central Florida Expressway Authority
16. Approval of Second Amendment to Contract of Sale and Purchase between Suburban Land Reserve, Inc., Farmland Reserve, Inc. and Central Florida Expressway Authority
17. Approval of Drainage Easement Agreement between Greenway Park DRI, LLC and Central Florida Expressway Authority

ENGINEERING

18. Approval of contract renewal with The Balmoral Group, LLC for Misc. Design Consultant Services - Contract No. 000819 (Contract amount: Not-to-exceed \$750,000)
19. Approval of contract renewal with WBQ Design and Engineering, Inc. for Misc. Design Consultant Services - Contract No. 000817 (Contract amount: Not-to-exceed \$750,000)
20. Approval of Supplemental Agreement No. 3A with Reynolds, Smith & Hills, Inc. for post design services - Project 417-304 (Agreement amount: \$96,882.01)
21. Approval of Supplemental Agreement No. 9 with Dewberry/Bowyer Singleton for post design services on S.R. 528 Airport Mainline Plaza Demolition and Ramp Plaza Construction - Project 528-405 (Agreement amount: Not-to-exceed \$405,453)

CONSTRUCTION/MAINTENANCE

22. Authorization to award contract to Whiteleaf, LLC d/b/a Traffic Solutions for Systemwide Pavement Striping Improvements and Upgrades - Project 599-620 (Contract amount: \$502,197.40)
23. Approval of contract renewal with Kisinger Campo & Associate Corp. for bridge inspection services - Contract No. 000848 (Agreement amount: 150,000)
24. Approval of contract renewal with Southern Aquatic Management, Inc. for aquatic vegetation control - Contract No. 001003 (Contract amount: \$148,520)
25. Authorization to advertise for Landscape Maintenance Services on S.R. 528, S.R. 429, S.R. 414 and CFX Headquarters - Contract No. 001050
26. Authorization to advertise for Misc. Construction Engineering and Inspection Services - Contract No. 001054
27. Authorization to advertise for Construction Coordination and Independent Assurance Services for the I-4/S.R. 408 Ultimate Interchange - Contract No. 001055
28. Approval of Construction Contract Modifications on the following contracts:

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- a) Contract No. 599-728 McShea Contracting, LLC (\$11,007.00)
- b) Contract No. 417-304 Southland Construction, Inc. (\$69,322.21)
- c) Contract No. 417-110 Masci General Contractor, Inc. \$106,842.21
- d) Contract No. 429-518 Traffic Control Devices, Inc. (\$114,343.23)

29. Approval to advertise for John Young Parkway Administration Building Roof Replacement - Contract No. 001056

TOLL OPERATIONS

30. Approval to purchase 100,000 sticker type transponders from TransCore, LP (Purchase price: \$795,000)
31. Approval of Supplemental Agreement No. 14-01 with TransCore, LP for System Hardware Maintenance - Contract No. 000178 (Agreement amount: \$635,706)

BUSINESS DEVELOPMENT

32. Approval of increase in contract amount with The W Group Consulting Firm, LLC for business development management services on Contract No. 001009 (Agreement amount: \$47,650)

FINANCE/ACCOUNTING

33. Authorization for disposal of inventory items

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
July 10, 2014

Board Members Present:

Commissioner S. Scott Boyd, Orange County
Mayor Buddy Dyer, City of Orlando
Commissioner Welton G. Cadwell, Lake County
Commissioner Fred Hawkins, Jr., Osceola County
Mayor Teresa Jacobs, Orange County
Walter A. Ketcham, Jr.
Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise (Non-voting Member)

Board Member Participating by Phone:

Commissioner Brenda Carey, Seminole County

Staff Present:

Joseph A. Berenis, Deputy Executive Director
Joseph L. Passiatore, General Counsel
Darleen Mazzillo, Recording Secretary/Executive Assistant

CALL TO ORDER

The meeting was called to order at 9:30 a.m. by Deputy Executive Director Joseph Berenis. Mr. Berenis welcomed everyone to the first meeting of the Central Florida Expressway Authority.

OPENING REMARKS

Senator Andy Gardiner, Senator David Simmons and Representative Bryan Nelson, whose vision led to the creation of the Central Florida Expressway Authority, gave opening remarks.

OPENING REMARKS BY BOARD MEMBERS

The Board Members provided their remarks.

**DISCUSSION AND ELECTION OF INTERIM BOARD CHAIRMAN, VICE-CHAIRMAN AND SECRETARY
TREASURER**

General Counsel Joseph Passiatore explained that it is the Board's prerogative as to the term of the initial slate of officers. He offered three options for the Board's consideration: 1) elect officers for this meeting only, 2) elect officers for a definite or indefinite term and 3) no elections today.

A motion was made by Mayor Jacobs and seconded by Commissioner Boyd to hold interim elections today and to hold elections again after all three gubernatorial appointments are made. The motion carried unanimously with six members present and voting AYE by voice vote and with Commissioner Carey voting AYE by phone.

Chairman

Nominations were made for Walter Ketcham and Mayor Dyer as Chairman. The nominations failed for lack of majority votes.

There was discussion regarding Mr. Ketcham's right to serve on the CFX Board. Mr. Passiatore has reviewed the new statute and his opinion is that Mr. Ketcham may sit as a CFX Board member pending his appointment by the Governor or the Governor's selection of someone to replace him. Mr. Passiatore also addressed his communication with the Governor's Office regarding this matter.

Commissioner Cadwell was nominated by Mayor Jacobs. **By unanimous vote, Commissioner Cadwell was elected Chairman of the Central Florida Expressway Authority.**

Vice-Chairman

Commissioner Boyd was nominated by Walter Ketcham for Vice-Chairman. **By unanimous vote, Commissioner Boyd was elected Vice-Chairman of the Central Florida Expressway Authority.**

Secretary/Treasurer

Commissioner Carey was nominated by Mayor Jacobs for Secretary/Treasurer. **By unanimous vote, Commissioner Carey was elected Secretary/Treasurer.**

PUBLIC COMMENT

Ms. Sally Baptiste voiced her opposition to tolls and lack of public trust. She requested to make a 60 minute presentation at the next Board meeting regarding highway gridlock and regionalism.

APPROVAL OF MINUTES OF JUNE 9, 2014 BOARD MEETING

A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to approve the minutes of the June 9, 2014 OCEA Board Meeting. The motion carried unanimously with six members of the Board present and voting AYE by voice vote and Commissioner Carey voting AYE via phone.

APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval (Exhibit A):

1. Adoption of Resolution of necessity for the acquisition of Parcel 254 for the construction of the Wekiva Parkway, Project 429-204
2. Adoption of Resolution of necessity for the acquisition of Parcel 256 for the construction of the Wekiva Parkway, Project 429-204
3. Adoption of Resolution of necessity for the acquisition of Parcel 275 for the construction of the Wekiva Parkway, Project 429-204
4. Adoption of Resolution of necessity for the acquisition of Parcel 279 for the construction of the Wekiva Parkway, Project 429-204
5. Approval of Contract Award to Stantec Consulting Services, Inc. for Construction Management (Contract No. 001033)
Contract Value: Not-to-Exceed \$3,000,000
6. Approval of Agreement with Trustwave Holdings, Inc. for Compliance Validation Services for Payment Card Industry Data Security Standard
Agreement Value: \$86,932.36
7. Approval of Supplemental Agreement No. 7A with Dewberry Engineers, Inc. d/b/a Dewberry Bowyer-Singleton for Post Design Services on S.R. 417/Boggy Creek Road Interchange Phase III (Project 417-301)
Agreement Value: \$152,199.00
8. Approval for Disposal of Inventory Items

Commissioner Carey had questions regarding Consent Agenda items #5 and #7. Those two item were pulled for discussion.

A motion was made by Mayor Dyer and seconded by Commissioner Boyd to approve the Consent Agenda with the exception of items #5 and #7. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Carey voting AYE by phone.

Consent Agenda item #5

Commissioner Carey asked questions about the selection process and contract terms for the project. Mr. Ben Dreiling, Director of Construction and Maintenance, answered Commissioner Carey's questions.

A motion was made by Mayor Dyer and seconded by Mayor Jacobs to approve Consent Agenda item #5. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Carey voting AYE by phone.

Consent Agenda item #7

Commissioner Carey asked questions regarding the supplemental agreement. Mr. Dreiling provided the information.

A motion was made by Mayor Dyer and seconded by Commissioner Hawkins to approve Consent Agenda item #7. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Carey voting AYE by phone.

ADOPTION OF RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ACCEPTING TRANSFER OF ASSETS AND OBLIGATIONS OF THE FORMER ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY AND ADOPTING "CFX" AS ITS OFFICIAL SURNAME

General Counsel Joseph Passiatore presented a Resolution accepting transfer of assets and obligations of the former Orlando-Orange County Expressway Authority to the Central Florida Expressway and adopting "CFX" as its official surname.

A motion was made by Mayor Jacobs and seconded by Commissioner Boyd to adopt the Resolution as presented. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Carey voting AYE by phone.

DRAFT RULES OF PROCEDURE FOR BOARD MEETINGS

Mr. Passiatore explained that staff has drafted Rules of Procedure for Board Meetings consistent with the provisions of SB 230 and the nine-member makeup of the new Board. The purpose is to provide an orderly process to conduct business and facilitate open exchange of ideas among Board members and the public.

By consensus, the Board members directed Mr. Passiatore to work with the county attorneys to develop Rules of Procedures for Board Meetings and to bring it back next month for the Board's consideration.

REVIEW OF COMMITTEE CHARTERS

The Board members expressed their opinions regarding committee structure. It was suggested that outside expertise, such as appropriate county and city personnel, serve on the committees. Some Board members were not in favor of Board members serving on the committees. It was also suggested that an approach other than committee structure be considered.

Mr. Ketcham brought up the fact that a Right-of-Way Committee meeting is scheduled for July 15. Mr. Passiatore stated that until new committee rules are established by the CFX Board, we will continue to operate under the current structure.

Staff was directed to bring back suggestions for committee structures at the next meeting.

REVIEW OF FY 2015 BUDGET

Interim CFO Lisa Lumbard presented the draft Fiscal Year 2015 Operations, Maintenance & Administration Budget for the Board's review and comment. Staff proposes having a workshop next month to explain the budget in more detail.

Ms. Lumbard began with an explanation of the budget process and cost centers. She noted that, since our fiscal year began on July 1, we are operating under last year's budget until a new budget is approved.

The proposed budget totals \$63,383,108, which is \$1,753,400 or 2.8% over the last fiscal year.

Ms. Lumbard explained the cost increases over the prior year.

The Goldenrod Extension Project is a non-system project. It was built through a partnership with the City of Orlando, Orange County, GOAA and OOCEA. The net revenues are returned on a pro-rata basis to the partners on an annual basis. The total operations and maintenance expense budget is \$352,763. The total revenue budget is \$1,240,000.

The debt service ratio for this budget is 1.91. Our planning target is 1.6. Board policy is 1.45. Bond covenants state we must maintain a 1.2 debt service ratio.

This item was presented for information only. No action was taken. The budget will be brought back to the Board at a workshop next month.

ADOPTION OF RESOLUTION AND REVISED EXPENDITURE CONTROL POLICY

Ms. Lumbard requested the Board's adoption of a Resolution amending the Expenditure Control Policy, which establishes the protocol for issuance of checks, wire transfers and debits.

A motion was made by Mayor Jacobs and seconded by Commissioner Boyd to adopt the Resolution amending the Expenditure Control Policy as presented. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Carey voting AYE by phone.

EXECUTIVE DIRECTOR SEARCH

Deputy Executive Director Laura Kelley requested that the Board authorize staff to begin the selection process for a search firm as a first step in hiring for the Executive Director position.

The Board Members were in agreement with Ms. Kelley's request and also proposed that we discuss the qualifications and selection process as part of the workshop next month.

A motion was made by Mayor Dyer and seconded by Mayor Jacobs to move forward with the process to select a search firm for the Executive Director position. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Carey voting AYE by phone.

OTHER BUSINESS/BOARD MEMBER COMMENT

Mayor Jacobs mentioned that the Authority has a strict set of rules concerning Board members who are running for political office. It appears that she is the only one running for office at this time.

Commissioner Boyd mentioned that it is his personal procedure to meet at his Orange County office with anyone from the public that requests a meeting with him.

Mayor Dyer's preference would be to schedule workshops before, during or after the monthly Board meetings. The other Board members were in agreement and preferred the cutoff to be noon, if possible.

ADJOURNMENT

The meeting adjourned at approximately 11:15 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

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@oocea.com or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, video tapes of Board meetings commencing July 25, 2012 are available at the CFX website, www.expresswayauthority.com

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

RULES OF PROCEDURE FOR BOARD MEETINGS

Part I - General

1-1.001 **Organization.** Pursuant to Section 348.754(2)(m), Florida Statutes, these Rules of Procedure are approved by the governing Board of the Central Florida Expressway Authority (the "Board") and shall govern all proceedings of the Board except to the extent they may be inconsistent with Florida law in which case Florida law shall govern.

1-1.002 **Purpose.** The purpose of these Rules is to provide for the smooth and orderly functioning of the business of the Board of the Central Florida Expressway Authority and to facilitate an open exchange of ideas among Board members and between Board members and the public. Board members shall at all times observe and comply with the provisions of Florida's Government in the Sunshine Law, s. 286.011 Florida Statutes.

These rules shall not grant additional grounds or standing to challenge an action of the Board or Authority other than those grounds already existing in constitutional, statutory or case law.

1-1.003 **Definitions.**

1. Authority shall mean the Central Florida Expressway Authority or "CFX" as created by Florida Statutes Chapter 348 Part III, Sections 348.751 et. seq.

The Authority is legally classified as an independent special district under Chapter 189, F.S., and is listed as such by the Department of Economic Opportunity. Although the Authority is designated as an "agency of the State" in its Enabling Act, it is not an executive branch agency. Instead it is designated as an "agency of the State" because it shares certain powers conferred by law on other state governmental bodies.

2. Board shall mean the governing body of the Authority, consisting of nine (9) members in accordance with Section 348.753(3), Florida Statutes.
3. Chairman shall mean the member of the Board elected by the Board to serve as Chairman. The Chairman shall be the presiding officer at all meetings of the Authority except that in the Chairman's absence, the

Vice Chairman shall preside. The Chairman shall have all rights and privileges while he/she is presiding (e.g. the right to

make motions, second motions, speak and vote), without relinquishing the chair.

4. Vice-Chairman shall mean the member of the Board elected by the Board to serve as Vice-Chairman. The Vice-Chairman shall preside at all meetings when the Chairman is not present or unable to serve.
5. Secretary shall mean the member of the Board elected by the Board to serve as Secretary. The Secretary may appoint an Executive Assistant who is an employee of the Authority to assist in the preparation and execution of documents and records.
6. The Treasurer shall mean the member of the board elected by the Board to serve as Treasurer. The Treasurer shall give a report each meeting as to the expenditures of the Authority.
7. The Executive Director of Florida Turnpike Enterprise is a non-voting advisor to the Board.

1-1.004 **Membership & Terms of Office.** Membership and terms on the Board shall be as prescribed by Section 348.753(3) Florida Statutes.

Should the Chairman resign from Board services, become incapacitated or otherwise have his or her term expire; and the seat filled by another; the Vice-Chairman will assume the position of Chairman until a special election for Chairman is held at the first meeting following the expiration of the Chairman's term. If the Vice-Chairman, Secretary or Treasurer is elected Chairman, then an election shall be held for that position's successor.

The elected successor(s) will fill the unexpired portion of the term and be eligible for reappointment to a full term at the discretion of the Board at the regular elections in January.

1-1.005 **Officers – Term of Officers.** Officers for the position of Chairman, Vice-Chairman and Secretary and Treasurer shall be elected by nomination and majority vote annually at the regular meeting held in January. The inaugural slate of officers shall be elected for a term until January, 2015 or such shorter term as the Board deems appropriate, after which the annual terms shall be in effect.

1-1.006 **Meetings.**

1. Regular Meetings

The Board shall meet once each month, on the second Thursday of the month at 9:30 a.m. so long as there is business to conduct. All regular meetings shall be held at the Authority's offices at 4974 ORL Tower Road, Orlando, Florida 32807. The date, time and place of meetings may be changed by the Board from time to time provided the notice requirements set forth below have been satisfied.

2. Special and Emergency Meetings

Special and Emergency Meetings may be called by (1) the Chairman at his/her discretion or (2) in the absence or incapacity of the Chairman by the Vice Chairman or (3) by any five (5) or more Board members during a Board meeting or (4) at the discretion of the Executive Director upon a request from a Board member.

1-1.007 **Notice.**

1. Notice Required for Regular and Special Meetings or Hearings

- A. Written notice of regular and special meetings or hearings shall be electronically mailed to each Board member at least seven (7) days prior to the meeting date. A copy of such notice shall be prominently displayed in the Authority offices and shall also be given by the Authority to the appropriate persons at Orange County, Lake County, Osceola County, Seminole County and at the City of Orlando to be displayed in a prominent place in the various County Administration Buildings and at Orlando City Hall at least seven (7) days prior to the meeting. In addition, notices shall be electronically mailed to all persons who, at least fourteen (14) days prior to such mailing, have requested advance notice of Authority proceedings.
- B. In addition, pursuant to Section 189.015, Florida Statutes, the Authority shall publish a schedule of its regular meetings which shall be filed in January of each year with Orange, Lake, Osceola, Seminole Counties and the City of Orlando. The schedule shall be published annually in January in a newspaper of general paid circulation in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall appear in a newspaper that is published at least five (5) days a week and be one of general interest and readership in the community and not one of limited subject matter.

2. Form of Notice for Regular and Special Meetings or Hearings

The notice for regular and special meetings or hearings shall state:

- (1) The date, time and place of the meeting.

- (2) A brief description of the purpose of the meeting and the business to be transacted.

3. Notice for Emergency Meetings or Emergency Hearings

By their very nature, Emergency Meetings and Emergency Hearings may preclude advance notice. However, reasonable efforts (electronic mail, telephone, fax and hand delivery) shall be made to notify all Board members in advance of the Emergency Meeting or Emergency Hearing. Reasonable efforts shall also be made prior to Emergency Meeting to provide notice by issuing press releases and to give notice to persons who have requested advance notice of Authority meetings by electronic mail. The notice requirements in 1-1.007(1) and (2) above shall not apply to Emergency Meetings or Emergency Hearings. If practicable, notices shall be posted at Authority offices, the Orange, Lake, Osceola and Seminole County Administration Buildings and Orlando City Hall. Following an Emergency Meeting or Emergency Hearing the Authority shall forward to all persons entitled to receive notice of regular, annual and special meetings a notice of the date, time and place of the Emergency Meeting or Emergency Hearing, a statement explaining why it was held and the action taken. All actions taken at an Emergency Meeting or Emergency Hearing are void unless ratified by the Board at the next regular meeting.

1-1.008

Agendas for Regular and Special Meetings or Hearings.

1. Advance Preparation Required

An agenda for each regular and special meeting or hearing shall be prepared by the Authority sufficiently in advance of the meeting or hearing to ensure that an electronic copy of the agenda may be received seven (7) days before the meeting by all Board members and any person who has requested a copy and pays the reasonable cost thereof, if any.

2. Agenda Items

A. The Executive Director shall be responsible for preparing the agenda. Any Board member with an item to be placed on an agenda shall provide the item in writing, together with any backup information, to the Executive Director no later than 12:00 Noon on the eighth calendar day preceding the Board meeting. Such items shall be placed on the next upcoming meeting agenda unless the Board member agrees to a postponement or to withdraw the item. The Executive Director shall provide the Board members a reminder via electronic mail of the deadline date for the agenda items.

B. The Executive Director or any Board member may add an item to an agenda that has been made available to Board members and the

public no later than noon on the third business day prior to the meeting date. The Executive Director shall provide an amended agenda electronically to the Board members and all persons who, at least fourteen (14) days prior to such mailing, have requested advance notice of Authority proceeding by close of business on that same day.

3. Form of Agenda

The agenda shall list the items to be resolved at the meeting, in the order in which they are to be considered. For good cause stated, items may be taken out of order with the approval of the Chairman or presiding officer. The form of agenda shall be substantially as follows, subject to change from time to time by the Board:

DATE, TIME AND PLACE OF MEETING LOCATION

- (1) Call to order
- (2) Public Comment
- (3) Review and approval of Minutes of Preceding Meeting
- (4) Approval of Consent Agenda
- (5) Regular Agenda: Separate Motion
- (6) Public Hearing
- (7) Chairman's Report
- (8) Treasurer's Report
- (9) Executive Director's Report
- (10) Board member Comment

Notice that the meeting is open to the public and that any person who decides to appeal any decision made at the meeting will need a record of the proceedings and that for such purpose, may need to ensure that a verbatim record of the proceedings is made which record includes testimony and evidence upon which the appeal is to be based per Florida Statutes 286.0105.

1-1.009 Authority Board Meeting Minutes

The Executive Assistant of the Authority shall keep the official minutes of the Authority, transcribe them into writing and have them

approved at the next subsequent meeting. The minutes shall indicate who made each motion and how each Board member voted.

The minutes of each meeting of the Authority, when approved, shall be the original and controlling record of the meeting. Before being submitted for approval, staff shall provide the Board members a draft copy in advance of the next scheduled meeting.

1-1.010

Quorum and Voting.

A quorum at any meeting shall require the physical presence of at least five Board members. A quorum shall be required for the conducting of all official business. The vote of the majority of the members present at a meeting where a quorum exists (with at least five members casting an affirmative vote) shall be necessary for any action taken by the Authority. A Board member may only appear by telephone and vote on Authority matters where a quorum is physically present and the absence is due to extraordinary circumstances such as illness. In the event the absence is due to a scheduling conflict, the Board, at its sole discretion, shall determine whether the absent Board member may participate. In the event there is not unanimous consensus on whether the Board member may participate, due to a scheduling conflict, an affirmative vote of five (5) members shall be necessary to allow the Board member to participate. The participating absent Member must be able to hear all participants in the meeting and be heard by all participants.

A. Voice Votes; Roll Call Votes. Except as provided otherwise in this Section, all votes shall be taken by an “aye” or “no” vote (voice vote) unless it is determined by the Chairman or a Board member that a roll call vote would be in order.

1. A Roll call vote shall be taken by alphabetical order, with the Chairman voting last.

2. When a roll call vote is called, after the Chairman has made clear the motion, the clerk shall be directed to call the roll; no member shall be entitled to speak on the motion, nor shall any motion be in order until such roll call is completed and the result announced by the Chairman.

B. Proper Voting. All voice votes shall be taken requesting those in favor to say “aye” and those opposed to say “no.” A vote requesting those in favor to say “aye” and those opposed “like sign” (meaning “aye”) shall not be used.

C. Regardless of the number of Board members voting, an affirmative vote of five (5) members of the Board shall be required to pass any agenda item, F.S. 348.753(4)(a).

D. *Abstentions.* Neither the Chairman nor any other Board member who is present at any meeting of the Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any decision, ruling, or act, and a vote shall be recorded for each such Board member present, except when, with respect to any such member, there is or appears to be a possible conflict of interest, in which case the Board member shall comply with Section 112.3143 of Florida Statutes or other applicable law.

1-1.011 Public Comment.

The right to be heard and the right to public input is hereby endorsed and adopted as follows: Any citizen has the right to appear before the Board on a non-agenda item or an agenda item for the presentation, adjustment or determination of an issue, matter or request within the Board's authority and jurisdiction, so far as the orderly conduct of public business permits. Matters shall be reasonably scheduled for the convenience of the general public, so that the public may know when a matter has been scheduled. Each speaker shall be limited to three minutes unless otherwise extended by the Chairman. The provisions of this subsection, however, shall not be construed to supersede, supplement, or modify any citizen participation process established in state law for public hearings before the Board, such as the procedures for quasi-judicial hearings. Nor shall the provisions of this subsection be used to avoid, supersede or modify the Authority's procurement rules, including, but not limited to, the "protest process" and the "black-out period."

The Authority's staff is directed to prepare the appropriate forms for a Public Comment Request by citizens which forms shall be made available both on the Authority's internet website and in the lobby area outside the Board's meeting room.

Speakers must be courteous and non-disruptive. If a person continues disruptive behavior after being asked to stop, the Chairman may take appropriate action.

1-1.012 Committees of the Board.

The Board may create standing committees for specific areas of the Authority. The policies, procedures and appointment method shall be approved by the Board when a standing committee is created.

Part II - Motions

1-1.013 Motions To Be Stated by the Chairman

No motion or resolution shall be adopted until the motion or resolution, in substance, is stated by the Chairman.

1-1.014 Main Motion.

A main motion shall be a motion whose introduction brings business before the Board. A second is required.

1-1.015 Motion to Amend.

If a member feels that the main motion might be more acceptable in another way, other than the way presented, the member may amend in either of the two ways presented:

A. By consent of the members. The Chairman, or another member through the Chairman, may ask if certain changes may be made to the motion. If there are no objections from the members, the motion will stand as changed (amended). If there are no objections, the second shall remain. (“No objection” implies that the person seconding the motion agrees.) The main motion shall then be as it was changed (or amended by general consent). If there is an objection from any member, a second to the amendment shall be required and a vote taken. There may be discussion to the amendment at that time, and an affirmative vote of five members shall be required to pass the amendment.

B. Formal Amendment. An amendment may be presented formally by moving to amend the motion in some way (e.g., insert, add words or paragraph, strike out words or paragraph, or strike out and insert words or paragraphs). If it is in the form of a formal motion to amend, a second shall be required and discussion shall follow on the amendment. If an amendment passes by an affirmative vote of five members, the main motion shall be the motion as amended. If it fails, the motion shall be the motion as it was before the amendment was presented.

1-1.016 Call the Question (Previous Question) or Motion to End Discussion/Debate.

A member of the Board may “call the question” (a motion to end debate) when it is clear that further discussion is unnecessary. A second is required, and no discussion may be allowed on this motion. An affirmative vote of five members shall be required to pass this motion.

1-1.017 Motion to Reconsider.

If in the same meeting new information or changed situations make it appear that a different result might reflect the will of the Board, a member may move to reconsider the vote. A motion to reconsider may be applied to a vote that was either affirmative or negative and shall propose no specific change in a decision, but simply propose that the motion be reopened for discussion and re-vote. The motion to reconsider may be

made by any member of the prevailing side of the vote. A second shall be required, and there may be discussion as to the reasons for reconsidering. An affirmative vote of five members shall be required to pass this motion.

1-1.018 Motion to Rescind.

A. Generally. If a Board member wishes to annul an action taken at a previous meeting, the motion to rescind may be used, subject to the restrictions in this rule. A request to annul an action by a Board member is required to be noticed and placed on an agenda. The Board member making this request shall make a motion to rescind and a second is required. Discussion can go into the merits of the motion involved in rescinding. Once the previous action is rescinded by an affirmative vote of five members, the question of whether a further motion and vote is needed will depend on the circumstances.

1-1.019 Point of Order.

A member may call for a point of order if he/she believes that the Chairman has failed to notice a breach in the Rules. This point of order shall require the Chairman to make a ruling on the question involved. The General Counsel, or his/her designee in his/her absence, shall serve as parliamentarian and shall advise and assist the Chairman and the Board on matters of Board procedure.

1-1.020 Recess.

A recess may be taken as it appears on the agenda or at any time by the Chairman when he/she deems it advisable, or by a motion from a member. If the motion is made by a member, a second shall be required and an affirmative vote of five members is required.

Part III - Amendment, Review and Effective Date

1-1.021 Robert's Rules.

The rules contained in the 11th edition of Robert's Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with these Rules of Procedure for Board meetings, special rules of order the Board may adopt, and the laws of the State of Florida.

1-1.022 Amendments and Revisions.

These rules may be amended or revised by an affirmative vote of five (5) or more members of the Board at a regular or special meeting.

1-1.023 Review.

The Board shall institute a review of the rules at least every two years.

1-1.024 Effective Date, Repeal and Codification.

These Rules of Procedure shall be effective upon adoption, and shall be codified as Chapter 1-1 of the Authority's permanent rules.

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.

Winter Park Office
329 Park Avenue North - Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
FAX (407) 645-3728

MEMORANDUM

To: Central Florida Expressway Authority Board
From: Jere F. Daniels, Jr., Right of Way Counsel
Subject: Proposed Sale of Surplus Property to Asbury Theological Seminary;
Approximately 16.567 Acres, Valencia College Lane, Orange County, Florida;
SR 408 - Projects 101 & 301; SR 417 - Project 102; Surplus Parcel Nos. 148, 149 &
150 (Partial);
\$1,985,000.00.
Date: July 18, 2014

We are requesting the Central Florida Expressway Authority Board (the "Board") approve the Real Estate Sale and Purchase Agreement (the "Agreement") for the sale of the Central Florida Expressway Authority's (the "Authority" or "Authority's") referenced Surplus Parcel Nos. 148, 149 & 150 (Partial) to Asbury Theological Seminary, ("Purchaser"). A copy of the proposed Agreement is attached hereto for your review.

The Authority's Right-of-Way Committee reviewed this matter at their July 15, 2014 meeting and recommended the Board approve the Agreement.

DESCRIPTION OF PROPERTY:

The land is designated for sale as SR 408 - Projects 101 & 301; SR 417 - Project 102; Surplus Parcel Nos. 148, 149 & 150 (Partial) (the "Property") and was formerly right of way for SR 408 and SR 417. The Property became surplus following the realignment of the SR 408 and SR 417 interchange. The Property consists of approximately 16.567 acres of vacant land located along the north right of way line for Valencia College Lane, to the west of the right of way of SR 417 in east Orange County. A sketch and legal description of the Property are attached as Exhibit "A" to the Agreement.

SUMMARY OF CONTRACT TERMS:

Purchase Price:	\$1,985,000.00
Deposit:	\$198,500.00 - the Deposit has been received and is being

held in escrow by Winderweedle, Haines, Ward &
Woodman, P.A.

Inspection Period: Ninety (90) days after the Authority's Approval Date.

Closing Date: Within thirty (30) days after expiration of the Inspection
Period.

BACKGROUND:

The Orlando-Orange County Expressway Authority ("OOCEA") determined that the Property is not within the current operating right-of-way limits of SR 408 or SR 417, and that the Property is non-essential for present or future construction, operation, maintenance of the expressway system and is Surplus Property available for sale in accordance with Section 6.02 e. of the OOCEA Policy Regarding Disposition of Excess Lands (the "OOCEA Policy"). (Note that this memorandum has been drafted based on the assumed application of the prior OOCEA Policy to the current transaction.) As such, the OOCEA Board previously declared the Property as Surplus Property on May 22, 2013.

Section 6.04 and 6.07 of the OOCEA Policy provide that Surplus Property may be sold to a non-profit organization by negotiated sale when deemed by the Authority Board to be in the public interest. The Purchaser is a Kentucky non-profit corporation doing business in Florida.

As set forth in Section 6.05 of the OOCEA Policy, an appraisal report (the "Appraisal") for the Property was prepared by Pinel & Carpenter, Inc. and is dated June 4, 2014. The Appraisal placed the market value of the Property as of January 14, 2014 at \$1,985,000.00, based on the sales comparison approach, estimating the market value to be \$2.75 per square foot (16.567 acres = 721,659 square feet). The cost of the Appraisal was paid by the Purchaser. The Purchase Price in the Agreement is the market value set forth in the Appraisal.

GENERAL CONTRACT TERMS:

The Agreement is subject to final approval by the Authority Board (the "Approval Date"). During the Inspection Period, the Purchaser has the right to enter upon the Property for the purposes of making soil tests, site studies and surveys, including, but not limited to environmental assessments or audits; however entry must not damage the Property or interfere with the Authority's use or occupancy thereof. Purchaser expressly acknowledges and agrees that the Property is to be conveyed by the Authority and accepted by Purchaser "AS-IS".

The Authority, at Purchaser's expense, will order and deliver to Purchaser an ALTA owner's title commitment issued by a title insurance company selected by the Authority committing to insure Purchaser's title in the Property in the amount of the Purchase Price.

The Purchaser, at its own expense, may obtain a survey (the "Survey") of the Property within forty (40) days after the Effective Date of the Agreement. If obtained, Purchaser will provide a copy of the Survey to the Authority within five (5) days of its receipt thereof.

The Authority will prepare and pay for the cost of preparation of the Special Warranty Deed and lien and possession affidavit to be issued at closing. The Purchaser will pay all other closing costs including the cost of the Survey, the cost of the Appraisal, the owner's title insurance premium, the title search cost, the cost of recording the Special Warranty Deed, all costs associated with Purchaser's financing of the Property, and any costs of Purchaser's due diligence of the Property.

REQUESTED ACTION:

We are requesting the Board follow the Right-of-Way Committee recommendation and approve the Agreement.

Attachment: Real Estate Sale and Purchase Agreement (w/ Exhibit "A" - Sketch & Legal Description)

SR 408 – PROJECTS 101 & 301
SR 417 – PROJECT 102
SURPLUS PARCEL NOS. 148, 149 & 150 (Partial)

REAL ESTATE SALE AND PURCHASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2014, between ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, with an address of 4974 ORL Tower Road, Orlando, Florida 32807, (the "Authority") and ASBURY THEOLOGICAL SEMINARY, a Kentucky non-profit corporation, having an address of 204 N. Lexington Avenue, Wilmore, Kentucky 40390 (the "Purchaser").

RECITALS:

Authority is the fee simple owner of certain parcels of real property located in Orange County, Florida, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"). The Authority has determined that the Property is non-essential for present or future construction, operation or maintenance of the expressway system and is Surplus Property available for sale in accordance with the Authority's Policy Regarding the Disposition of Excess Lands as set for in the Authority's Permanent Policies and Rules. Purchaser desires to purchase the Property and the Authority has determined that the sale of the Property to the Purchaser, together with all tenements, hereditaments and appurtenances relating thereto or associated therewith (hereinafter sometimes collectively referred to as the "Property"); upon the terms and conditions hereinbelow set forth, is in the best interest of the public and the Authority.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by Purchaser to 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 Purchaser 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 Sell and Purchase the Property.** Subject to the terms and conditions contained herein, Authority agrees to sell to the Purchaser and Purchaser agrees to purchase from the Authority the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.
3. **Purchase Price.** The purchase price (the "Purchase Price") to be paid by the Purchaser to the Authority for the Property shall be One Million Nine Hundred Eighty-Five Thousand and no/100 Dollars (\$1,985,000.00). On or before delivery of this executed Agreement to the Authority, Purchaser shall deposit in escrow with the Authority's right of way counsel,

Winderweedle, Haines, Ward & Woodman, P.A. (the "Escrow Agent") the sum of One Hundred Ninety-Eight Thousand Five Hundred and 00/100 Dollars (\$198,500.00) (the "Deposit") by check or wire transfer of funds payable to "Winderweedle, Haines, Ward & Woodman, P.A. Trust Account". The Deposit shall be held in escrow until paid to the applicable party or applied to the Purchase Price at closing pursuant to the terms of this Agreement and shall be non-refundable except as provided hereinbelow. The balance of the Purchase Price in the amount of One Million Seven Hundred Eighty-Six Thousand Five Hundred and 00/100 Dollars (\$1,786,500.00) shall be paid by the Purchaser to the Authority at closing by cashier's check or by wire transfer of funds, subject to appropriate credits, adjustments and prorations as hereinbelow provided.

4. **Title.**

(a) Authority, at Purchaser's expense, shall order and deliver to Purchaser an ALTA owner's title commitment (the "Commitment") at the minimum promulgated rate by Florida law issued by Fidelity National Title Insurance Company (the "Title Company") committing to insure Purchaser's title in the Property in the amount of the Purchase Price. The Commitment shall be provided to Purchaser on or before the thirtieth (30th) day after the Approval Date of this Agreement. Purchaser shall have thirty (30) days from that date within which to examine the Commitment (the "Title Examination Period") and to notify Authority in writing as to any objections to any matters which are set forth in the Commitment which would render title unmarketable ("Title Defects"), provided, however, that Purchaser shall not have the right to object to any matter set forth on **Exhibit "B"** attached hereto and incorporated here (the "Permitted Exceptions"), it being acknowledged by Purchaser that if Purchaser acquires the Property, Purchaser shall take title subject to said Permitted Exceptions. For purposes of this Section "marketability" shall be determined in accordance with Florida law. If Purchaser does not give such a written notice of Title Defects within said thirty (30) day period, then Purchaser shall be conclusively deemed to have accepted the status of title, and Purchaser waived any right to object to the status of Authority's title. If the title is unmarketable or uninsurable and Purchaser has timely notified Authority of its objections, the Authority shall have ninety (90) days from said notice (the "Title Cure Period") within which to cure the designated Title Defects, and the Closing Date shall be extended as necessary up to thirty (30) days to allow such cure. Upon the Title Defects being timely cured, the Authority shall so notify Purchaser in writing (the "Cure Notice"). If Authority is unwilling or unable to timely cure the designated Title Defects, Authority shall so notify Purchaser in writing within the Title Cure Period, upon which the Purchaser may accept the title as-is or within ten (10) days of receipt of such notice from the Authority notify the Authority of the termination of this Agreement. Upon such a termination notice, the Authority shall promptly cause the Deposit to be refunded to Purchaser and in the absence of such termination notice, the Purchaser shall be deemed to have accepted title as-is. Upon such a termination, Purchaser and Authority shall be released, as to one another, of all further obligations hereunder (except obligations expressly surviving termination of this Agreement pursuant to the terms hereof).

(b) Without limiting anything contained herein, it is expressly acknowledged and agreed that the Special Warranty Deed conveying the Property shall not convey, and the title insurer shall not insure against the Authority's Permitted Exception of rights of ingress, egress, light, air and view to, on, across or over State Roads 417 or 408.

(c) At Closing, Authority shall provide the Title Company and Purchaser with any such affidavits as may be necessary to delete the standard exceptions, except for property taxes. The Title Policy to be issued by the Title Company shall be delivered to Purchaser promptly after Closing, subject only to the Permitted Exceptions and any other title exceptions or conditions of title provided for under the terms and conditions of this Agreement.

5. **Survey.** Purchaser, at Purchaser's expense, may obtain a survey of the Property (the "Survey") within thirty (30) days after the Approval Date. If obtained, Purchaser shall provide a copy of the Survey to Authority within five (5) days of Purchaser's receipt thereof. The Survey shall be prepared by a surveyor licensed by the State of Florida and shall be certified to Authority, Purchaser, the Authority's attorneys, and the Title Company as being prepared in accordance with the minimum technical standards as set forth in the Florida Administrative Code. It is expressly acknowledged that the Survey shall depict the existence of any controlled-access or limited-access line between the Authority's property and the Property, and same shall not be deemed a Title Defect nor survey encroachment. Purchaser shall, within the time allowed to examine title, examine the Survey and notify Authority in writing if the Survey shows any overlaps and/or material encroachments or any other matters which would render title unmarketable or prohibit Purchaser's intended use of the Property (hereinafter referred to as the "Survey Objections"). The Survey Objections shall be treated in the same manner as objections based on Title Defects as provided in section 4 above. If Purchaser fails to give written notice of any Survey Objections within the Title Examination Period, then the Survey shall be deemed acceptable to Purchaser. If no Survey is obtained, the Title Policy shall be issued containing the standard survey exception.

6. **Inspections; Condition of Property.**

(a) Purchaser shall have ninety (90) days after the Approval Date (the "Inspection Period"), to determine, in Purchaser's sole and absolute discretion, that the Property is suitable and satisfactory to Purchaser. During the Inspection Period, Purchaser and/or its representatives shall have the right to enter upon the Property for the purposes of making soil tests, site studies, visual inspections and surveys; provided, however, such entry shall be coordinated with the Authority and shall not unreasonably damage the Property or interfere with Authority's or any third party's use or occupancy of the Property. Purchaser shall repair any damage occurring as a result of such activities and restore the Property to substantially the condition it was in immediately prior to Purchaser's entry thereon. All such entries onto the Property shall be at the sole risk and expense of Purchaser and Authority shall have no liability for any injuries or damages sustained by Purchaser or any of Purchaser's agents or contractors or any other third parties. Purchaser agrees to indemnify and hold Authority harmless from any and all loss, claim, action, demand or liability which may arise against the Authority or the Property arising directly or indirectly out of Purchaser's exercise of its rights pursuant to this Paragraph 6(a), including any damage to the Property. The foregoing indemnities shall survive the expiration or termination of this Agreement. If Purchaser elects to not proceed with the purchase of the Property, Purchaser shall notify Authority in writing within the Inspection Period that Purchaser elects to cancel this Agreement (the "Cancellation Notice"), and thereupon the Deposit shall be promptly refunded to Purchaser and this Agreement shall automatically terminate and be null and void, and neither party hereto shall have any further liability or obligation hereunder, except those expressly surviving the termination or expiration of this Agreement. In the event

Purchaser shall fail to provide Authority with the Cancellation Notice within the Inspection Period, Purchaser shall be deemed to have waived Purchaser's right to cancel this Agreement and shall not be entitled to a refund of the Deposit except in the event of a default by Authority under this Agreement as set forth in Paragraph 11(a).

(b) Purchaser acknowledges and agrees that Authority is affording Purchaser full and complete access to the Property for the purpose of making any and all tests, inspections, or evaluations thereof as desired by Purchaser, including, but not limited to any environmental assessments or audits deemed advisable by Purchaser, and that Purchaser has inspected the Property to the extent desired by Purchaser. Purchaser expressly acknowledges and agrees that the Property and the Premises are to be conveyed by Authority and accepted by Purchaser in "AS IS" and "WHERE IS" condition, and that neither the Authority nor any officer, director, stockholder, employee, agent, representative, or other person or entity whatsoever, on behalf of the Authority, has made or does make hereby any warranty, representation, statement, guarantee, assertion or opinion, written or oral, express or implied, about or concerning the Property or the Premises, or about or concerning the physical condition thereof or for any use or purpose, or any similar matter, except as set forth in the Special Warranty Deed from the Authority. Should Purchaser need to perform a Phase II environmental study and analysis, Purchaser shall notify Authority in writing on or before the ninetieth (90th) day of the Inspection Period, and the Inspection Period, solely as to matters addressed in such Phase II, shall be extended day for day as needed to complete the Phase II environmental study and analysis up to a maximum of thirty (30) days. Purchaser covenants and agrees that the acceptance by Purchaser of the Property in "AS IS" and "WHERE IS" condition and without any representation or warranty of any kind or nature whatsoever by the Authority, except as set forth in the Special Warranty Deed from the Authority, was and is a material part of the consideration bargained for by Authority, and that Purchaser's agreements in such regard were and are a material inducement for Authority to enter into and perform this Agreement. Purchaser hereby covenants and agrees that, except as set forth in the Special Warranty Deed from the Authority, Purchaser does and shall assume any and all risks concerning the Property, and the physical condition and characteristics thereof, and any defects or problems concerning the Property, whether patent or latent, known or unknown.

(c) Authority does not have any present, actual knowledge of any contamination of the Property, of environmental permits, of notices of environmental violation or of environmental civil or criminal proceedings involving the Property. Notwithstanding paragraph 6(b) above, if Purchaser's environmental audit of the property indicates the actual presence of environmental contamination, Purchaser shall promptly provide the Authority a copy of such audit report and the Authority shall have fifteen (15) days after receipt of same to notify Purchaser whether the Authority elects to clean up such contamination and/or obtain an assessment of the cost and the estimated time to clean up the contamination and deposit a sum equal to that cost in a trust. Should the estimated time for cleanup extend beyond one hundred eighty (180) days after the Approval Date, or if Authority fails to either clean up or deposit the cost of cleanup, Purchaser shall have the option upon written notice to Authority to terminate this Agreement and receive a refund of the deposit and Purchaser and Authority shall be relieved from all obligations under this Agreement except those expressly surviving termination. If Purchaser does not terminate this Agreement, Purchaser shall be deemed to have waived its right to terminate this Agreement and closing shall be held (i) on Closing Date (as hereinafter defined), or (ii) if Authority initiates cleanup, twenty (20) days after the date that Authority has

provided Purchaser with an engineer's certification that the contamination cleanup has been completed, whichever is later. If Purchaser proceeds to closing, Purchaser shall accept the Property "AS IS" and "WHERE IS", except as set forth in the Special Warranty Deed from the Authority, in accordance with the terms and conditions of Paragraph 6(b) above.

(d) In the event the parties do not close on the purchase of the Property because of Purchaser's default hereunder, within seven (7) days after the termination or expiration of this Agreement, Purchaser shall deliver to Authority copies of all tests, reports, surveys, environmental audits and other audits relating to the Property which have been prepared by, on behalf of, or for Purchaser without any warranty or representation on the part of Purchaser.

7. **Closing.** The Closing shall take place within thirty (30) days after expiration of the Inspection Period, unless otherwise extended in accordance with the terms herein, on a date and time mutually agreeable to both parties (the "Closing Date"). Closing shall be held at the offices of Winderweede, Haines, Ward & Woodman, P.A., 329 North Park Avenue, 2nd Floor, Winter Park, Florida 32789, or at such other place as the Purchaser and Authority shall agree. Notwithstanding the foregoing, closing may be by mail and/or overnight courier.

8. **Closing Documents.** The Authority shall prepare and convey title to the Property by Special Warranty Deed, free and clear of all encumbrances and liens of whatsoever nature, except taxes for the year of closing, zoning, public utility easements and other Permitted Exceptions. The Authority shall also deliver to the Purchaser a lien and possession affidavit at closing sufficient to satisfy the requirements of Section 627.7842(1)(b) and (c), Florida Statutes, and such other documents as may be reasonably requested in advance in writing.

9. **Closing Costs; Prorations.** The Authority shall prepare and pay for the cost of preparation of the Special Warranty Deed and the lien and possession affidavit to be issued at closing. Purchaser shall pay all costs of the recording of the deed (including documentary stamp taxes, if any); the cost of preparation of the survey and other costs of Purchaser's due diligence of the Property; all costs, if any, related to Purchaser's financing of the property (including all costs related to any note and mortgage obtained by Purchaser, any lender charges or fees, documentary stamps, intangible taxes and recording fees); and the premium for the title policy to be issued at closing. Purchaser has previously paid the cost of the Authority's appraisal. The Parties shall each pay their own attorney's fees. Real property taxes and assessments on the Property, if any, shall be prorated as of the date of closing. Purchaser has engaged real estate agents and/or brokers for this prospective transaction under a separate agreement dated November 11, 2013. Purchaser shall pay any and all commissions owed to any brokers, agents, or representatives thereof engaged by Purchaser, and the Authority shall have no responsibility to pay any such commissions.

10. **Delivery of Possession; Risk of Loss.** Purchaser shall be given possession on the Closing Date. If any improvements located on the Property at the time of the execution of this Agreement are damaged by fire or other casualty prior to closing (other than through the fault of Purchaser, its employees, contractors or agents) and can be restored to substantially the same condition within a period of thirty (30) days after such destruction occurs, Authority shall promptly notify Purchaser in writing if it elects to restore the improvements and, if so, shall

promptly restore same at Authority's cost, and the Closing Date shall be extended accordingly. If the Authority elects not to restore the improvements or if such restoration cannot be completed within said period of time, Authority shall so notify Purchaser and Purchaser shall have the option of either (i) terminating this Agreement, and upon return of the Deposit neither of the parties shall have any further obligation hereunder, or (ii) proceeding to closing and accepting the condition of the Property without a reduction in the Purchase Price, but with an assignment of any available insurance proceeds. All risk of loss prior to closing shall be borne by Authority, except to the extent of Purchaser's liability for damage to the Property caused by Purchaser, its employees, agents or contractors.

11. **Failure of Performance.**

(a) On the part of Authority: In the event of a default by Authority under this Agreement, then as Purchaser's sole remedy hereunder, Purchaser may terminate this Agreement and recover a refund of the Deposit. Purchaser expressly waives any and all other remedies, legal or equitable, including any action for damages.

(b) On the part of Purchaser: In the event of a default by Purchaser under this Agreement, then Authority, shall have the right to immediately claim and be paid the Deposit.

12. **No Recording.** Neither this Agreement nor any record or memorandum thereof shall be recorded in the Public Records of any county in the State of Florida. Recording of this Agreement or any of the terms and provisions hereof, or any record or memorandum thereof by Purchaser shall, at the option of Authority, immediately constitute a material breach and default by Purchaser hereunder, and grounds for termination of the Agreement by Authority.

13. **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, 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
Attn: General Counsel
4974 ORL Tower Road
Orlando, Florida 32807
Telephone: (407) 690-5000
E-mail: passiatorej@oocea.com

With a copy to: WINDERWEEDLE, HAINES, WARD & WOODMAN,
P.A.
Attn: Jere F. Daniels, Jr., Esq.
329 North Park Avenue, 2nd Floor
Winter Park, Florida 32789
Telephone: (407) 423-4246

Facsimile: (407) 645-3728
E-mail: jdaniels@whww.com

Purchaser:

ASBURY THEOLOGICAL SEMINARY
Attn: Bryan Blankenship or successor
204 N. Lexington Avenue
Wilmore, Kentucky 40390
Telephone: (859) 858-2280
E-mail: bryan.blankenship@asburyseminary.edu

With copies to:

MAURY L. CARTER & ASSOCIATES, INC.
Attn: Daryl M. Carter & John A. Evans
3333 S. Orange Avenue, Suite 200
Orlando, Florida 32806
Telephone: (407) 581-6205
Facsimile: (407) 422-3155
E-mail: dcarter@maurycarter.com
jevans@maurycarter.com

and

KELLYLAW, P.A.
Attn: Kevin P. Kelly
17 N. Summerlin Ave., Suite 200
Orlando, Florida 32801
Telephone: (407) 545-4386
E-mail: Kevin@KellyJuris.com

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. Notice and delivery given by or to the attorney representing any party shall be as effective as if given by or to that party.

14. **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. To be effective, any amendment to this Agreement shall be in writing and executed by Purchaser 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 a duplicate original or part thereof, 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. Purchaser 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. Purchaser and Authority acknowledge that this Agreement was prepared after substantial negotiations between the parties and this Agreement shall not be interpreted against either party solely because such party or its counsel drafted the Agreement. The parties hereto agree that 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.

15. **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.

16. **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.

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

18. **Design, Location and Funding Disclosure.** Purchaser acknowledges that (i) the design and location of any contemplated or proposed roadway systems or access scenarios to or from the Property are not guaranteed; and (ii) funding may not be completed for any such proposed roadway systems.

19. **Effective Date; Approval 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 Purchaser execute this Agreement. It is specifically acknowledged and agreed that this Agreement is subject to final approval by the Authority's Right of Way Committee and Board of Directors. This Agreement shall be presented to the Right of Way Committee and Authority Board at their next regularly scheduled respective meetings occurring no earlier than ten (10) days after receipt by Authority or Escrow Agent of this Agreement executed by Purchaser and, if applicable, the Appraisal and a review appraiser's certification certifying the proposed sale price as reasonable. The date of the Authority Board's final approval of this Agreement, as set forth in written notice from Authority to Purchaser, shall be deemed the "Approval Date". If this Agreement is not approved by the Authority Board within sixty (60)

days of Purchaser's delivery to the Authority of a copy of the Agreement executed on behalf of Purchaser, the Agreement shall be terminated and, upon return of Deposit to Purchaser, the Parties shall have no further obligations or liabilities hereunder except those expressly surviving termination of this Agreement.

20. **Escrow.** If directed by Purchaser, the Escrow Agent shall promptly deposit all funds received by it in an interest-bearing money market account established at a federally insured bank. Any interest in the Deposit shall be payable to the party to whom the Deposit is to be disbursed by the Escrow Agent under the terms of this Agreement. Failure of clearance of funds shall not excuse performance by the Purchaser. The Escrow Agent agrees to comply with the provisions of this Agreement insofar as the Escrow Agent is involved, and the Escrow Agent is expressly authorized to make disbursements and debits as contemplated by this Agreement. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or Authority of items subject to escrow, unless such misdelivery shall be due to willful breach of Agreement or gross negligence on the part of the Escrow Agent. In the event of doubt as to its duties or liabilities, the Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may interplead the Deposit and deposit all of the monies then held pursuant to this Agreement with any court of competent jurisdiction, and upon notifying Authority and Purchaser, all liability on the part of the Escrow Agent under this Agreement shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. Authority and Purchaser agree that the status of Authority's counsel as Escrow Agent under this Agreement does not disqualify said counsel from representing Authority in connection with this transaction and in any disputes that may arise between Authority and Purchaser, or any other party, concerning this transaction, including any dispute or controversy with respect to the Deposit.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year above written.

WITNESSES:

"PURCHASER"

ASBURY THEOLOGICAL
SEMINARY

Name: _____

By: _____
Name _____

Date: _____

Name: _____

Tax ID # 610445823

WITNESSES:

Name: _____

Name: _____

"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: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM FOR
EXECUTION BY A SIGNATORY OF
THE CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

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

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408 - PROJECTS 101 & 301
SR 417 - PROJECT 102
PARCELS 148, 149 & 150 (PARTIAL)

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTH HALF (1/2) OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 24, THENCE N00°32'56"W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24 FOR 103.19 FEET TO A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF VALENCIA COLLEGE LANE AS SHOWN ON THE ORANGE COUNTY RIGHT-OF-WAY MAP, C.I.P. NUMBER 5029, DATED 01/20/12, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°56'08"W ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE FOR 443.45 FEET TO A POINT ON THE EXISTING WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 408 AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT 75008-6410-101; THENCE ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE FOR THE FOLLOWING TEN (10) COURSES: RUN N39°39'52"E FOR 90.98 FEET; THENCE N13°52'56"E FOR 543.83 FEET; THENCE N20°40'24"E FOR 175.79 FEET; THENCE N21°35'15"E FOR 379.77 FEET; THENCE N12°29'50"E FOR 103.88 FEET; THENCE S89°51'55"E FOR 18.97 FEET; THENCE N00°32'56"W FOR 82.11 FEET; THENCE N03°57'17"W FOR 420.75 FEET; THENCE N00°33'08"W FOR 159.00 FEET; THENCE N09°00'38"E FOR 270.54 FEET; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE RUN S82°16'37"E FOR 192.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST; THENCE SOUTH ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2005.00 FEET AND A CHORD BEARING OF S06°03'30"E, THROUGH A CENTRAL ANGLE OF 31°14'18" FOR 1093.15 FEET; THENCE S67°08'00"W FOR 121.01; THENCE S16°10'19"E FOR 72.76 FEET TO THE POINT OF INTERSECTION OF THE EXISTING EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 408 AND THE EXISTING WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 417 AS SHOWN ON AFORESAID ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP; THENCE ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 408 FOR THE FOLLOWING FOUR (4) COURSES: RUN S02°17'36"W FOR 254.02 FEET; THENCE S02°10'45"W FOR 385.23 FEET; THENCE S11°43'39"W FOR 245.13 FEET; THENCE S11°27'12"E FOR 51.53 FEET TO A POINT ON AFORESAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF VALENCIA COLLEGE LANE; THENCE N89°56'08"W ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE FOR 148.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.567 ACRES, MORE OR LESS.

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY ALONG THE FOLLOWING DESCRIBED LINE:

SEE SHEET 2 FOR CONTINUATION

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Noah Catha
Noah Catha, PSM
Professional Surveyor and Mapper
Florida Certificate No. 6873

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Date: 07/03/2013
Scale: N/A
Job No.:
F.B.: N/A
Drawn By: NC
Ckd. By: JVC
Sheet 1 of 3

ENSR of Surveys and Maps Incorporated 02-41/10, Survey Parcel Map

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408 - PROJECTS 101 & 301
SR 417 - PROJECT 102
PARCELS 148, 149 & 150 (PARTIAL)

ESTATE: FEE SIMPLE

CONTINUED FROM SHEET 1

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 24, THENCE $N00^{\circ}32'56''W$ ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24 FOR 103.19 FEET TO A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF VALENCIA COLLEGE LANE AS SHOWN ON THE ORANGE COUNTY RIGHT-OF-WAY MAP, C.I.P. NUMBER 5029, DATED 01/20/12; THENCE $N89^{\circ}56'08''W$ ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE FOR 443.45 FEET TO A POINT ON THE EXISTING WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 408 AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT 75008-6410-101; THENCE ALONG SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE FOR THE FOLLOWING TEN (10) COURSES: RUN $N39^{\circ}39'52''E$ FOR 90.98 FEET; THENCE $N13^{\circ}52'56''E$ FOR 543.83 FEET; THENCE $N20^{\circ}40'24''E$ FOR 175.79 FEET; THENCE $N21^{\circ}35'15''E$ FOR 379.77 FEET; THENCE $N12^{\circ}29'50''E$ FOR 103.88 FEET; THENCE $S89^{\circ}51'55''E$ FOR 18.97 FEET; THENCE $N00^{\circ}32'56''W$ FOR 82.11 FEET; THENCE $N03^{\circ}57'17''W$ FOR 420.75 FEET; THENCE $N00^{\circ}33'08''W$ FOR 159.00 FEET; THENCE $N09^{\circ}00'38''E$ FOR 270.54 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE RUN $S82^{\circ}16'37''E$ FOR 192.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST; THENCE SOUTH ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2005.00 FEET AND A CHORD BEARING OF $S06^{\circ}03'30''E$, THROUGH A CENTRAL ANGLE OF $31^{\circ}14'18''$ FOR 1093.15 FEET; THENCE $S67^{\circ}08'00''W$ FOR 121.01; THENCE $S16^{\circ}10'19''E$ FOR 72.76 FEET TO THE POINT OF INTERSECTION OF THE EXISTING EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 408 AND THE EXISTING WESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 417 AS SHOWN ON AFORESAID ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, SAID POINT BEING THE POINT OF TERMINATION.

20-11-2013 11:27

20-11-2013 11:27

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Date: 07/03/2013

Scale:

Job No.:

F.B.: N/A

Drawn By: MC

Ckd. By: MC

Sheet 2 of 3

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408 - PROJECTS 101 & 301
SR 417 - PROJECT 102
PARCELS 148, 149 & 150 (PARTIAL)

LEGEND

R = RADIUS
Δ = DELTA
L = ARC LENGTH
CB = CHORD BEARING
NT = NON-TANGENT
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINATION
SEC. = SECTION
L.A. = LIMITED ACCESS
R/W = RIGHT OF WAY
COR. = CORNER
O.R. = OFFICIAL RECORDS
PG. = PAGE(S)
PROJ. = PROJECT

Note:
The bearings shown hereon are based on the
East Line of the Southwest 1/4 of Section 24,
Township 22 South, Range 30 East.,
Bearing N00°32'56"W.

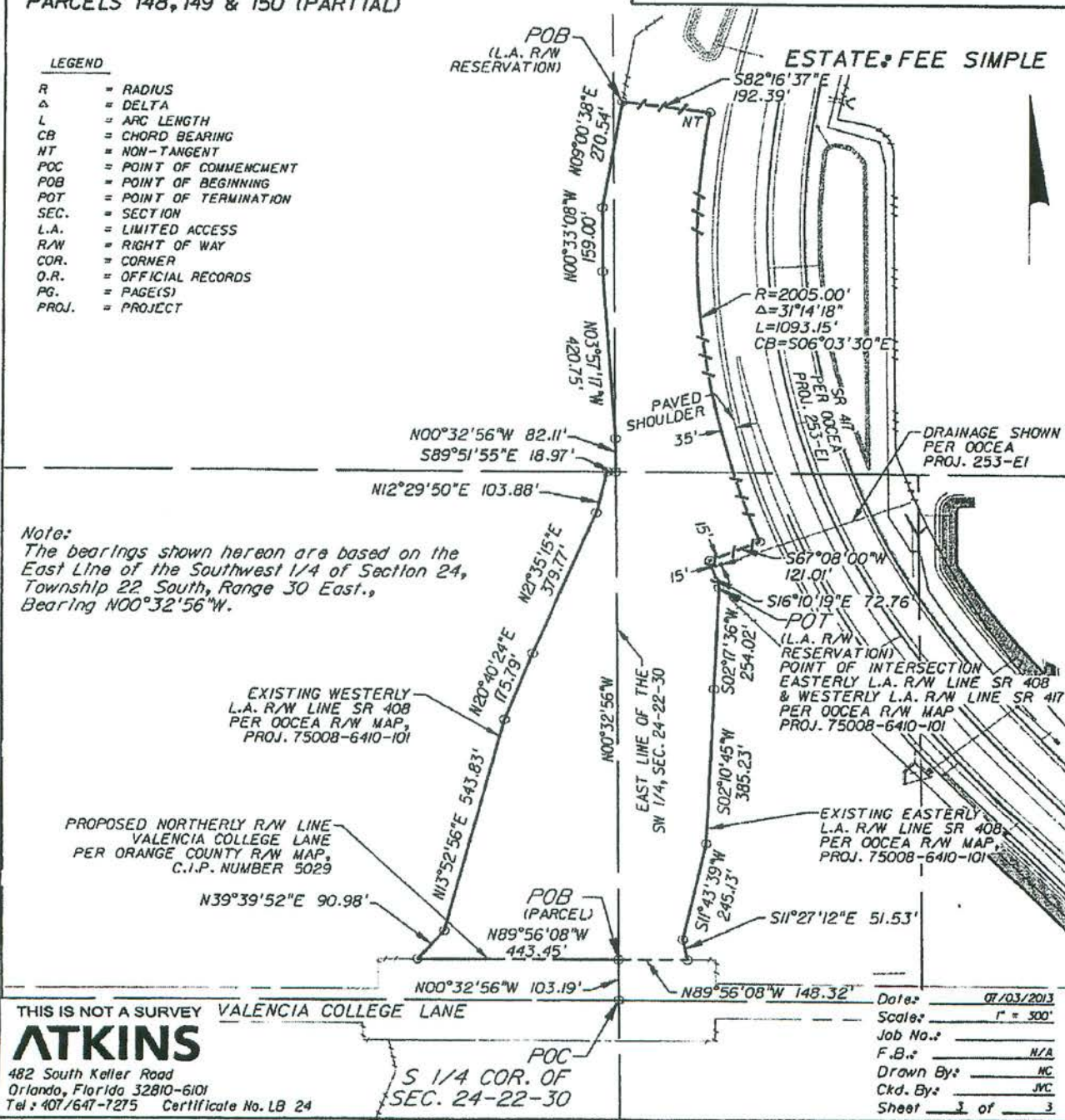


EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.

2. The Special Warranty Deed conveying the Property shall not convey, and the title insurer shall not insure rights of ingress, egress, light, air and view to, on, across or over State Roads 417 or 408.

**BID PROTEST FOR THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY,
FORMERLY KNOWN AS, ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT NO. 528-405
CASE NO. BP 2014-01**

**LANE CONSTRUCTION COMPANY,
Petitioner**

v.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY, f/k/a
ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY,
Respondent**

and

**SOUTHLAND CONSTRUCTION COMPANY
Intervenor**

_____ /

RECOMMENDED FINAL ORDER

THIS MATTER having come before the Hearing Officer on Protestor, LANE CONSTRUCTION COMPANY'S ("Lane") Notice of Protest of Intent to Award Contract by Respondent, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, f/k/a ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY ("the Authority") to Intervenor SOUTHLAND CONSTRUCTION COMPANY ("Southland"), and having heard and reviewed the submittals of the parties, the evidence at the hearing, and argument of counsel, and being otherwise duly advised in the premises, the Hearing Officer makes the following Recommended Final Order:

Procedural History/Jurisdiction

On or about May 23, 2014, Lane filed its Notice of Protest to the Authority's May 20, 2014 Notice of Intent to Award Contract to Southland. Thereafter, on or about June 2, 2014,

Lane filed its Formal Statement of Written Protest, detailing the factual and legal bases of its protest. On June 23, 2014, Earnest DeLoach, Jr. was appointed to serve as hearing officer ("the Hearing Officer") and preside over these proceedings pursuant to section 1-3.002.1(5) of the Authority's Bid Protest Procedures.

Via electronic mail conference, the parties agreed to waive the rule requiring commencement of the hearing within ten (10) days of the hearing officer's appointment, and instead scheduled the evidentiary hearing to take place on July 17, 2014 at the Authority's headquarters. A Case Management Order was issued by the Hearing Officer establishing the deadlines for submittal of position papers, witness and exhibit lists, and general hearing logistics. All position papers and witness and exhibits lists were timely filed. The parties entered into a Prehearing Stipulation, establishing 34 uncontested facts relevant to the protest hearing.

On July 15, 2014, a final Prehearing Telephone Conference was held with all of the parties in order to discuss any final preliminary matters. The hearing commenced as scheduled on July 17, 2014. Once it became clear that the hearing could not be completed by day's end, the parties agreed to adjourn and reconvene the hearing on July 22, 2014. The hearing concluded after the additional day of testimony, and the parties were permitted to submit written closing arguments no later than close of business July 28, 2014. On July 25, 2014 Southland filed a Request for Hearing Officer Notice or Alternatively, Motion to Admit into Record. After allowing all parties an opportunity to be heard on the matter, the Hearing Officer issued an Order denying the motion on July 28, 2014. All parties submitted their respective written closing arguments to the Hearing Officer on July 28, 2014.

Findings of Fact

The following are facts either stipulated by the parties as not in dispute prior to the commencement of the hearing, or findings arrived at by the Hearing Officer based on the presentation of evidence at the hearing:

On February 28, 2014, the Authority issued an Invitation to Bid ("ITB") for a project known as S.R. 528 Airport Mainline Toll Plaza Demolition and Ramp Plaza Construction, Project No. 528-405, Contract No. 001004 (the "Project"). The Authority provided Instructions to Bidders, setting forth the various requirements for Bidders submitting bids for the Project, including, but not limited to, a deadline of 1:30 pm, April 8, 2014 for submittal of bids for consideration. [Southland's bid did not include any documentation of its good faith efforts to comply with the Authority's Minority and Women owned Business Enterprises ("MWBE") utilization goals. Prince Contracting, Middlesex Corporation, Lane, and Sema Construction, Inc. submitted Good Faith Effort documents with their bids.]

The Authority maintains a time clock that is used for stamping incoming bids and shows the date and time the bid is received. On April 8, 2014, the Authority's Manager of Procurement, Robert Johnson, and Contract Coordinator, Diane McClary, were present at the Authority lobby front desk to receive the bid submissions for the Project. Five of the bids submitted were stamped with times prior to 1:30pm. The time stamp on Southland's bid was 1:31 p.m; 1 minute late. At the time, a Southland representative argued that its bid was not late because the clock used by the Authority was inaccurate when compared to both the time on the Southland representative's cell phone, and the time recorded by a website commonly used for verification of accurate time. Mr. Johnson refused to open the late bids.

On April 15, 2014, the AUTHORITY held a pre-award meeting and named Conalvias as the lowest Bidder in the Bid Opening Minutes. On April 18, 2014, Conalvias asked and was given permission to withdraw its bid due to a significant computational error. Subsequently, the Authority staff recommended award to Lane as the next lowest responsive Bidder. On April 22, 2014, the Authority held a pre-award meeting with Lane, and issued a Notice of Intent to Award to Lane on April 23, 2014.

Also on April 23, 2014, Daniel Carr, a principal for Southland met with Authority Director of Procurement Claude Miller, to demonstrate the discrepancy between the clock used by the Authority to stamp and receive bids and various other independent time keeping devices. Mr. Miller refused to reverse the Authority's prior decision to reject Southland's bid. Lane was not given notice of this meeting, and did not attend. Contemporaneously, when Authority Interim Executive Director Joseph Berenis, learned of the concern with the clock, he decided the Authority would acquire an Atomic Clock to insure better time accuracy. At that time, Mr. Berenis did not see fit to direct Authority personnel to open Southland's bid.

On April 25, 2014, Southland submitted a Notice of Protest to the Authority contending that the Authority's stamp clock was inaccurate and that its bid had, in fact, been timely submitted. Southland did not submit a Formal Written Statement of Protest at any time. On April 30, 2014, Mr. Berenis issued a Recommended Resolution by Mutual Agreement ("the Resolution") asserting Southland's bid was timely and should be considered.

Based on the Resolution, on April 30, 2014, the Authority issued a Public Meeting Notice for a second Bid Opening Meeting scheduled to take place on May 5, 2014. On May 1, 2014, Lane submitted a Notice of Protest to the Authority in which Lane objected to the Authority's consideration of Southland's Notice of Protest and the May 5, 2014 Bid Opening Meeting. On

May 4, 2014, Lane submitted a second Notice of Protest to the Authority, and by letter of the same date, requested a meeting with Authority officials.

On May 5, 2014, Lane officials arrived at the Authority offices and met with Mr. Miller regarding its objections to the Authority's intention to open Southland's bid. Southland was not given notice of this meeting and did not attend. The Authority cancelled the May 5, 2014 Bid Opening Meeting, but on May 12, 2014, the Authority re-noticed the Bid Opening Meeting, this time to take place on May 15, 2014. On May 13, 2014, Lane sent a letter to the Authority objecting to the May 15, 2014 Bid Opening Meeting.

Over Lane's objection and without Authority Board approval of the Resolution, the Authority held a Public Meeting on May 15, 2014 and opened both Southland's bid and Hubbard's bid. Thereafter, on May 20, 2014 the Authority issued a Notice of Intent to Award to Southland. On May 23, 2014, Lane filed a Notice of Protest, and on June 2, 2014, its Formal Statement of Written Protest.

The Authority publicly noticed the Authority Board meeting scheduled for June 9, 2014. Consent Agenda Item #27 on the Board's meeting agenda was "Approval of Resolution by Mutual Agreement in regard to Bid Protest by Southland Construction for S.R. 528 Airport Mainline Toll Plaza Demolition and Ramp Plaza Construction." On June 5, 2014, Lane requested, via letter to the Authority, that Consent Agenda Item #27 be removed from the Board meeting agenda. Though removed from the Consent Agenda to allow for discussion and debate by Lane, the Board unanimously ratified the Resolution by Mutual Agreement. Thereafter, on June 23, 2014 the Order Appointing Hearing Officer was executed by the Authority interim executive director.

Standard of Review

As with nearly every other matter of import in this case, the parties do not agree as to the correct standard of review to be applied by the Hearing Officer.¹ While there appears to be consensus for application of the “preponderance of the evidence” standard of proof, Lane looks to a standard of review emphasizing violations of Authority rules or policies leading to eroding public confidence in an open, and unbiased procurement process, Southland and Lane, on the other hand, prefer a standard that underscores deference to the procuring agency’s discretion in the absence of fraud or illegality. All are, to some extent, correct and for purposes of this matter, I will look to portions of both standards.

As suggested by Lane, the first question to be determined in this matter is whether the Authority’s actions to open Southland’s bid and issue a notice of intent to award it the subject contract was contrary to the agency’s governing statutes, the agency’s rules or policies, or the solicitation specifications, and whether such violation was clearly erroneous, contrary to competition, or an abuse of discretion (i.e., arbitrary or capricious). §120.57(3)(f), *Florida Statutes* (2013); see also, *Sunshine Towing Broward, Inc. v. Department of Transportation*, 2010 WL 1417770 (DOAH April 6, 2010). To deem an agency decision “clearly erroneous”, the reviewer must be satisfied that the challenged finding is “without support of any substantial evidence, is clearly against the weight of the evidence”, or that the law has been misapplied to the facts of the case. *Holland v. Gross*, 89 So. 2d 255, 258 (Fla. 1956). A procuring agency’s action will be taken as “contrary to competition” where it (a) creates the appearance of or opportunity for favoritism; (b) erodes public confidence that contracts are awarded equitably and

¹ I have no doubt the parties agree that the hearing was to be conducted as a *de novo* proceeding and that the Hearing Officer’s decision should be based on evidence of the type “as would be relied upon by reasonable, prudent persons in the conduct of their affairs.” *Authority Procedure for Resolution of Protests*, section 3-1.002.1(5).

economically; (c) causes the procurement process to be genuinely unfair or unreasonably exclusive; or (d) is unethical, dishonest, illegal or fraudulent. *Id.* Finally, Courts have defined an “arbitrary” action as one taken without thought, reason or rationality, and a “capricious” action as one not supported by facts or logic or that is despotic. *Agrico Chemical Company v. Department of Environmental Regulation*, 553 So. 2d 759, 763 (Fla. 1st DCA 2007).

The Authority and Southland are also correct, however, that the ultimate question for the hearing officer’s determination, is whether, even in light of a potentially inexplicable, and/or irreconcilable violations of agency procedures, the Authority acted in good faith, made bona fide efforts to comply with all applicable rules, and whether the Authority committed any actual misconduct, favoritism, prejudice or discrimination in its decision making. *See generally, Wester v. Belote*, 138 So. 2d (Fla. 1931); *Liberty County v. Baxter’s Ashpalt and Concrete*, 421 So. 2d 505, 507 (Fla. 1982)².

Discussion

Lane’s Standing

Southland and the Authority contend that Lane may not advance any challenge to the underlying rationale to award the subject contract to Southland, unless and until it shows its bid to be free of the defects it alleges against Southland’s submittal. According to the Authority and Southland, absent such showing, Lane lacks standing to bring the instant protest. *Intercontinental Properties, Inc. v. State of Florida Department of Health and Rehabilitation Services*, 606 So. 2d 380 (Fla. 3d DCA 1992). For the identical reason I find that the alleged

² In *Wester*, the Florida Supreme Court made its finding in the context of a taxpayer’s attempt to enjoin the procuring governmental entity to retract a contract already awarded. Though slightly factually dissimilar to the present case, I believe the reasoning of the decision to be of significant persuasive effect here.

material variances regarding Southland's bid do not require its rejection (see full discussion below), Lane's bid *faux pas* (alleged unbalanced contingent bid items, an initialed document performed by one other than the apparent signatory, and a self-reported error in the aspirational MWBE Utilization Form) are equally eligible for excusal and/or rehabilitation pursuant to the Authority's waiver discretion. As has been often (justifiably) quipped in this case: what's good for the goose, is good for the gander.³

Jurisdictional Challenges

A. Southland's Notice of Protest was timely pursuant to Authority rules

Lane raises various jurisdictional challenges to Southland's April 25, 2014 Notice of Protest. First, Lane contends that Southland's Notice of Protest was untimely because it was not submitted within 7 days of the first public advertisement of the ITB, pursuant to Section 3-1.001.1 of the Authority's Procedure for Resolution of Protests ("PRP"). As was stated at the hearing by counsel for all parties, the PRP provides multiple "access points" for dissatisfied bidders' challenge of the bid process. In this matter, the parties' dispute regarding the correct "access point" has been limited to the alternatives of sections 3-1.001.1 and 3.1-002.1.

The section championed by Lane, 3-1.001.1, provides an avenue for appeal for "any person claiming to be adversely affected by the requirements, specifications, project plans or other materials" with respect to an ITB. Lane surmises that because Southland's Notice of Protest concerned itself solely with the Authority's questioned interpretation of the "1:30pm local Orlando time" – a bid submission requirement, and not any deficiencies with Lane's bid (an

³ Derived from, "what's sauce for the goose is sauce for the gander". An idiom of British, American and Australian usage suggesting that if a particular behavior is acceptable for one person, it should also be acceptable for another person.

argument to which neither the Authority or Southland object), - section 3-1.001.1 establishes the time frame for the timely filing of Southland's Notice of Protest. The parties have stipulated that the first date of advertising of the ITB was February 28, 2014, and that Southland's Notice of Protest was filed on April 25, 2014. Following Lane's reasoning, then, Southland's Notice of Protest was untimely because it wasn't filed by March 7, 2014, constituting a waiver of Southland's right to challenge the Authority's decision to reject its bid.

Southland contends, however, that PRP section 3-1.002.1 – that controlling the Protest of Intent to Award Contract – is the appropriate standard against which the timeliness of Southland's Notice of Protest should be judged. I agree. As such, Southland's April 25, 2014 Notice of Protest of the Authority's April 23, 2014 Notice of Intent to Award Contract to Lane was timely, falling within 3-1.002.1's 7 – day filing deadline as measured from the date of the Notice of Intent to Award Contract May 20, 2014. This conclusion is founded on the following three observations.

First, Lane is correct that section 3-1.001.1 of the Bid Protest Procedures confines itself exclusively to potential challenges to bid requirements and specifications, and that section 3-1.002.1 concerns itself with a claimed “omission, error, or incorrect evaluation or scoring” of the potential protestor's bid proposal. While Lane argues 3-1.002.1's failure to mention with specificity a challenge to the possible incorrect weighing of ITB bid requirements to a protestor's rejected bid, as proper under the section, I find that the broad nature of the “an omission, error, mistake, incorrect evaluation or scoring” language upon which a protestor under 3-1.002.1 might base such a challenge certainly does not exclude an attack on the Authority's potential misapplication of ITB requirements and possible erroneous designation of a bid as unresponsive. Had Southland alleged the Authority erroneously concluded there was no bid bond or evidence

of licensure with its bid – both of which all acknowledge as bid requirements on which a determination of unresponsiveness could rest – I believe Southland would certainly be justified in bringing a protest pursuant to 3-1.002.1 challenging the “error, mistake or incorrect evaluation” regarding responsiveness of its bid submittal. Because the subject of Southland’s Notice of Protest – whether or not Southland’s bid was timely – is an issue germane to the responsiveness of its bid, its protest sits squarely within the auspices of 3-1.002.1’s subject matter jurisdiction. Southland protest of timeliness is rightfully measured against the standards established by that of 3-1.002.1, and not section 3-1.001.1.

Second, and alternatively, the Authority’s evidence concerning regarding the “absurdity” of applying the guidelines of 3-1.001.1 to the current case (or in my opinion to either of the alternate hypothetical “unresponsiveness” scenarios contemplated above), while harshly stated, is nonetheless accurate. Following Lane’s argument that Southland’s challenge of the Authority’s interpretation of “1:30pm local Orlando time” would have to be brought within 7 days of its first notice of the bid requirement would mean that Southland would have had to have known the Authority’s clock was inaccurate and that it would be victimized by said inaccuracy *more than a month before it actually happened.* It is implausible and would be the epitome of draconian to penalize Southland and remove any chance it might have at rectifying an error regarding the Authority’s bid requirements by suggesting Southland should have foreseen in early March 2014 the potential for the coming calamity in the Authority lobby in early April 2014 and protested the then non-applied, as yet non-contextual, static rule regarding the timely submission of bids on this Project.

Finally, the testimony of Authority General Counsel Joe Passiatore regarding his reasoning for the determination that Southland’s bid protest was timely complied with and

promotes the Authority's philosophy to exercise fairness and equity in providing an avenue for redress to potentially aggrieved bidders. Having been provided no evidence to the contrary by Lane, I find the Authority's acceptance of Southland's Notice of Protest, and Mr. Passiatore's articulated rational undergirding the same, to be a good faith interpretation by the Authority of its bid protest rules.

B. Southland was a "person" as contemplated by Authority bid protest rules

Lane contends that even if its Notice of Protest was timely, Southland had no standing to bring the protest because it fails to meet the definition of "person" as described in section 3-1.005 of the PRP. In doing so, Lane limits its reading to the portion of the rule defining a "person" with standing to bring a protest as one who "timely submitted a proposal". Because, according to Lane, Southland did not submit its bid timely (the very essence of both Southland's original Notice of Protest and the Lane's subsequent Notice of Protest), Southland was not a "person" having standing to challenge the Authority's initial decision to reject Southland's bid as untimely.

I must reject this argument, and merely reference my above-discussion of absurd reasoning and draconian results as basis. Additionally, the testimony of Authority General Counsel Joe Passiatore was, again, at worst persuasive and at best all but dispositive, on this issue.

C. Southland was properly excused from the requirement to submit a Written Protest

Lane advances an alternate theory challenging the Authority's jurisdiction to consider Southland's April 25, 2014 Notice of Protest. According to paragraph 3 of section 3-1.002.2 of the PRP, within ten days of the filing of the Notice of Protest, the disgruntled bidder must file a

formal written statement of protest specifying the facts underlying the claimed omission, error or mistake giving rise to the appeal and the legal support for the sought after relief. According to the PRP, the failure to timely file the formal statement of protest divests the Authority of jurisdiction to hear the appeal, and is considered a waiver of the right to challenge the Notice of Intent to Award Contract. Pursuant to paragraph 19 of the parties' July 17, 2014 Prehearing Stipulation, it is undisputed that Southland did not submit a formal written statement of protest. As such, Lane contends Southland waived its protest rights.

Confined to reading paragraph 3 of the section in isolation, I might be inclined to agree. But as Southland's position statement points out, the Authority, exercising its powers under paragraph 4 of the section, resolved the protest by mutual resolution *prior to Southland's deadline to file the formal written statement of protest*, effectively excusing Southland's obligation to make the otherwise mandatory filing. Pursuant to the cited rule, Southland's formal written statement of protest was to be filed no later than May 5, 2014 – the tenth day following its April 25, 2014 Notice of Protest. It has been stipulated, however, that the Authority's Interim Director issued a Recommend Resolution by Mutual Agreement on April 30, 2014 – five days before Southland's deadline to file a formal written statement of protest. It would have been moot for Southland to make an additional filing pursuant to paragraph 3 following the Authority's invocation of the resolution by mutual agreement procedure under paragraph 4.⁴

The Authority's decision to open Southland's bid

⁴ Apart from jurisdiction, Lane also implicitly objects to Southland's lack of formal written statement of protest because under the procedure for protest of a notice of intent to award contract, the formal statement is the first document the protestor is obligated to serve on the proposed contract awardee (in this case, Lane). While sympathetic of the great efforts Lane had to exert to learn of the protest, the basis on which it was brought, and even the Resolution (Lane's first formal notice that the intended award of the disputed contract was in jeopardy was the April 30, 2014 Notice of Public Meeting to open Southland's bid), both Southland and the Authority complied with the filing and notice requirements – imperfect they may be – of section 3-1.002.1.

As stated earlier, the proper rubric for analysis of the propriety of a public entity's discretionary procurement decision is espoused by *Liberty County v. Baxter's Asphalt and Concrete, Inc.*, 421 So. 2d 505 (Fla. 1982). Under *Liberty*, a public entity acts improperly if the protested action is contrary to the public body's rules, policies or bid specifications **and** the action is clearly erroneous, contrary to competition or an abuse of discretion. *Id.* at 507. (emphasis added). Lane has failed to meet its evidentiary threshold to establish that the Authority's decision to investigate, acknowledge, and correct the inaccuracy of its clock and accordingly, correct the decision to reject Southland's bid – a decision stemming directly from the clock inaccuracy violated Authority rules and constituted an abuse of Authority discretion.

First, there was no evidence presented that tended to so much as even suggest that the decision by the Authority to open Southland's "late" bid was a violation of an established – express or implied – policy, rule or specification. The testimony of Authority Director of Procurement Claude Miller that he deferred to those Authority officials who made the initial decision to accept or reject bids, and that later, when faced with evidence of the inaccuracy of the clock, also refused to open Southland's bid, is not in any way determinative of the question of the reasonableness of the decision to open the bid. Mr. Miller's explanation of the Authority chain of command and executive flow chart included not only the roles and discretion of those in the procurement department who thought it proper to reject Southland's bid, but also that of the Authority's General Counsel, Interim Executive Director, and eventually the Board itself – all of whom acted, pursuant to Authority bid protest procedure, to undo the earlier rejections of Southland's bid. In other words, the reversal of the rejection of Southland's bid was not contrary to, but consistent with, Authority rules.

Additionally, the decision to open the bid was neither clearly erroneous, contrary to competition, nor an abuse of decision. The overwhelming evidence submitted at the hearing (and to some extent, stipulated by the parties) was that the Authority found its official clock for the acceptance of timely bids was neither calibrated to its own computer system, so-called “cell phone” time, or the atomic clock. In fact, it was revealed that prior to this incident, the official clock had never been checked for accuracy. Lane’s reliance on Federal procurement protest cases in support of its contention that the decision of the procurement officer accepting bid is determinative as to the timeliness of the bid are distinguishable.⁵

In *Swinerton & Walberg Co.*, B-242077 (Comp. Gen.), 91-1 CPD, the procurement officer, after confirming the correct local time telephonically, rejected a bid on this basis that it was untimely. The hearing officer did not disturb the decision to reject the bid as untimely, even after a showing by the protestor that the telephonic time report relied upon by the procurement officer was not synchronized to the National Institute of Standards and Technology, because it believed it would be unreasonable to expect the procurement officer to both verify the agency’s clock and verify the source of verification for the clock (the telephonic report). Here, there is no evidence that the time clock used by the Authority was ever calibrated to any external standard, and much less on the day of bid opening, prior to the opening of the bids.

Additionally, the testimony of Authority General Counsel Passiatore regarding the decision to open Southland’s bid clearly extols rather than offends the principles of fairness and competition that are the foundation of public procurement.

⁵ In its position statement, Southland argues that these cases are inapplicable and irrelevant. But having cited no authority that might preclude my reliance on these cases, I will look to them for their persuasive, though not controlling, effect.

Finally, I am persuaded that the Authority was well within its broad discretion to open Southland's bid, even had it not first determined the official clock was inaccurate, as was the case in *Hewitt Contracting Co., Inc. v. Melbourne Regional Airport Authority*, 528 So. 2d 122 (Fla. 5th DCA 1988)(upholding agency's exercise of discretion to "waive the irregularity" of lateness, and open bid received ten minutes after the advertised bid time).

Based on the foregoing, and in the absence of evidence of any violation of agency rules or commission of illegality or anti-competitive motives, the Authority's decision to open Southland's bid will not be disturbed. That being said . . .

The Authority Recommended Resolution by Mutual Agreement

Notwithstanding the appropriateness of the ultimate decision to open Southland's bid, the Authority was in clear violation of its own rules regarding its premature implementation and after the fact ratification of the recommended resolution of mutual agreement. The clear and unambiguous language of paragraph 4, section 3-1.002.1 of the PRP demands that any recommend resolution reached under the section be "presented to the Authority Board for its evaluation and action" ... "[a]t the earlier of the next regularly scheduled meeting of the Board, or a special meeting called for such purpose". The resolution was executed by the Authority's Interim Director on April 30, 2014, and was ratified on June 9, 2014. During the portion of his testimony explaining the timeline and reasoning of the Authority's actions with regard to Southland's April 23, 2014 Notice of Protest, Authority General Counsel mentioned that the Authority Board "only meets once a month." There was no evidence presented that the Board *did not* meet in May 2014, and therefore no evidence that the June 9, 2014 Board meeting was the earliest or "next regularly scheduled meeting" following the issuance of the April 30, 2014 resolution. Rather, the Board's May 2014 meeting would have been the appropriate meeting for

presentation and evaluation of the Resolution.⁶ To present the Resolution to the Board for the first time at its June 2014 meeting, rather than its May 2014 meeting, was a violation of the clear dictates of the section 3-1.002.1, paragraph 4 of the PRP.

Alternatively, even if the June 9, 2014 meeting was the “next regularly scheduled meeting of the Board” following execution of the Resolution (perhaps there was no regularly scheduled Board meeting in May 2014, and the Board chose not to convene a special meeting dedicated to evaluating the Resolution?), it was still a violation of section 3-1.002.1, paragraph 4 of the PRP for the Authority to execute the proposed action described in the Resolution and seek ratification after the fact. Respectfully, the arguments of the Authority, both in its position statement and through the testimony of Mr. Passiatore, that prior approval and later ratification of the Resolution are virtually identical in substance and effect and/or are common practice for other myriad Authority actions, is unconvincing. At the time the Resolution was presented to the Board, the Authority leadership already designated Southland as preliminarily responsive, and the low bidder. Had it sought and received approval of its Resolution *before* opening Southland’s bid – consistent with the letter of the applicable written procedure, and the spirit of the overarching philosophy of transparency and openness attendant to public procurement - the Board may well have reached a different conclusion without the taint of an already pre-determined outcome permeating the proceeding.

The Authority has argued in its position paper that it could have, through its procurement department, exercised its discretion administratively to open Southland’s bid in the absence of a protest by Southland. While not a question of law before the hearing officer, I agree. The above

⁶ The Authority did not offer any procedural or logistical reasoning as to why the Resolution could not have been presented at the Authority Board’s May 2014 meeting.

analysis, relevant case law, not to mention the testimony of Interim Executive Director Joseph Berenis that the decision was made by the Authority to purchase an Atomic Clock before receipt of Southland's Notice of Protest, coalesce to convince me that the Authority *could have* waived the irregularity of lateness *sua sponte*. The Authority, however, did not choose this method to bring about the now disputed result. In fact, when I asked Authority officials why a determination to open Southland's bid wasn't made contemporaneous with the decision to purchase a new Atomic Clock, there was no ready answer. Once committed to the long and more demanding terrain of resolution by mutual agreement to reach its destination, the Authority may not now wax poetic about the shorter, primrose path of administrative discretion it could have traveled to now avoid the now realized treacherous hills and berms of the course it chose (or that chose it).

Put bluntly, no matter how practical, efficient, and cogent the argument to open and evaluate Southland's bid *before* Board approval was attained, the relevant governing rules simply do not allow it. Again, according to section 3-1.002.1, paragraph 4 of the PRP, the Resolution – the entire Resolution; not just a specific, possible potentiality after performance of certain “administrative” acts - had to be ratified or rejected by the Board sooner rather than later. Reaching this conclusion, however, does not resolve the issue.

As discussed earlier, *Liberty County v. Baxter's Asphalt and Concrete, Inc.*, 421 So. 2d 505 (Fla. 1982) enunciates the 2 part calculus to be applied when reviewing a procuring agency's actions regarding bid solicitation and selection. A public entity acts **improperly** if the protested action is contrary to the public body's rules, policies or bid specifications **and** the action is clearly erroneous, contrary to competition or an abuse of discretion. *Id.* at 507. (emphasis added). As stated above, the decision to act on the Resolution without first seeking Board

authorization was “contrary to the public body’s rules”. Now we turn to the question of whether the rule violation was also “clearly erroneous, contrary to competition or an abuse of discretion.” Because there was insufficient evidence to support a finding of clear error or abuse of discretion, I will confine my discussion to the “contrary to competition” element.

As set forth earlier, a procuring agency’s action will be taken as “contrary to competition” where it (a) creates the appearance of or opportunity for favoritism; (b) erodes public confidence that contracts are awarded equitably and economically; (c) causes the procurement process to be genuinely unfair or unreasonably exclusive; or (d) is unethical, dishonest, illegal or fraudulent. *Sunshine Towing Broward Inc., Department of Transportation*, Case No. 06-2451 BID (DOAH 2006). The weight of the evidence presented in the present case regarding the opening and evaluation of Southland’s bid prior to the Board’s authorization of the Resolution does not support a finding of a genuinely unfair or exclusive procurement process or that the disputed decision was itself unethical. Inexact adherence to procurement protest procedures are conceivably the very thing, however, that could give the appearance of a playing field tilted in favor of some, and cause potential bidders and the public at large to question the sanctity of the procurement/bid protest process. Lane’s testimonial and documentary showing, and well-reasoned argument, makes a sufficient showing that the Authority’s actions were contrary to competition; specifically, Lane’s denial of procedural due process as claimed in its Formal Written Statement of Protest.

There must be more than passing consideration given to the potential affect of Lane’s likely attendance and participation at a presentation to the Board of the unexercised Resolution. At the June 9, 2014 meeting where the Resolution was finally and actually submitted, for approval *ex post facto* Lane’s representatives were successfully able to argue for the removal of

the matter from the “consent agenda”, allowing for a full airing of the issues undergirding the Resolution. As such, it does not tempt credulity to assume Lane’s possible effectiveness at the Board’s prospective vetting of Southland’s bid being opened (absent knowledge of the contents of the bid), as opposed to its retrospective consideration of the question (while possessed of all of the devilish details).⁷ To deny Lane the opportunity to appear at an earlier meeting of the Board, for the sake of expediency or convenience to the Authority raises the specter of favoritism toward Southland. As such, there is competent evidence that the Board’s late ratification of the premature action on the Resolution was contrary to competition.

Responsiveness of Southland’s Bid

Lane contends that even if the decision to open Southland’s bid was a reasonable exercise of Authority discretion, Southland’s bid should not have been rejected due to multiple material irregularities violative of ITB and/or other Authority rules: failure to provide a CD containing an electronic version of the bid; failure to initial every page of the bid; failure to fully execute the minority/women business enterprise (“M/WBE”) Utilization Summary “P-6” form; failure to certify handwritten changes to bid item 400-10; that bid item 400-10 was materially unbalanced failure to present with its bid; and, lack of documentation of Southland’s good faith efforts to comply with the bid’s MWBE goals. The Authority and Southland contend that even if the bid inaccuracies amount to “irregularities”, they are immaterial and therefore subject to waiver pursuant to section 15.1 of the ITB (“The Authority also reserves the right to waive all informalities not involving price, time or changes to the work and to negotiate Contract terms

⁷ When the hearing officer posed the question to Authority General Counsel Joe Passiatore, he answered that there was no appreciable difference in presenting the Board the issue of Southland’s late bid in isolation versus presenting the question to the Board with the added knowledge that Southland was the lowest responsive, responsible low bidder and that staff was recommending award of the contract to Southland because the fact that Southland filed a protest at all suggested they were the low bidder. I respectfully disagree with his opinion.

with the successful bidder.”). After a review of the evidence presented, Lane has not presented a satisfactory case for rejection of the Southland’s bid based on any of the alleged bid inconsistencies. Though the basis for the failure to these challenges amount to variations on the same theme, I will discuss them individually.

A. Failure to include CD

There was no competent substantial evidence submitted by Lane to support its contention that Southland’s bid was missing the requisite CD containing the electronic version of its bid. Lane representatives testified that they did not see the CD at the bid opening – far from the requisite “preponderance of the evidence” showing that it was, in fact missing. Additionally, a photo copy of the CD was included with the Southland bid package materials provided in anticipation of the hearing⁸. Finally, even had the CD been absent, Authority officials testified that the CD was primarily a convenience for Authority personnel when evaluating bids, and was a minor irregularity. I agree. Even if omitted, such an irregularity would not rise to the level of a material variance with the Authority’s discretion to waive because it did not give Southland a competitive advantage over Lane. *Sun Art Painting Corporation v. Palm Beach County School Board*, Case No. 10-0376 BID (DOAH 2010).

B. Failure to initial all pages of bid

Lane has alleged that Southland’s failure to initial all pages of the bid documents, as prescribed by the ITB, is a material irregularity requiring rejection of the bid. The authority Lane cites for this proposition, however, speaks to the failure to *affix a signature where directed on the bid form* – not the inclusion of initials – as the basis for rendering a bid unresponsive.

⁸ To its credit, Lane raised this matter in its initial protest papers, but upon receipt of the photocopy of the CD, did not pursue the matter vigorously at the hearing.

Trinity Services Group, Inc. v. Dept. of Corrections, 1998 WL 930101 (Fla. Div. of Admin. Hrgs., November 30, 1998). When asked about the importance of initials on the bid pages, Authority officials explained that the practice was primarily to make sure the pages of a bid by a particular bidder could be reunited in the event they were accidentally lost or separated from the bid – again, a convenience for the Authority (and a courtesy to the bidder). In the absence of evidence that the failure to initial the pages constituted a competitive advantage to Southland, the irregularity is not material and subject to waiver by the Authority.⁹

C. Incomplete P-6 Form

In its position paper and at the hearing, Lane points out the “blanks” left on Southland’s P-6 form, omitting requested information concerning the aggregate amount of all anticipated work to be subcontracted by Southland, the total dollar value of anticipated MWBE work and the MWBE percentage of the total project. Ms. Ivanetta Dennis, the Authority Business Development Director, testified that of the three discrepancies, only one – the total intended sublet amount - was even slightly significant because it was a tool she could use as a point of comparison to the reported intended MWBE participation. Ms. Dennis did not, however, consider its absence at the bid juncture material. While Lane questioned whether or not the missing anticipated sublet information might impair the Authority’s ability to insure Southland did not violate the 50% total sublet ceiling imposed by the Instructions to Bidders, other Authority officials did not share Lane’s consternation over the impact of the missing information on this portion of the bid evaluation, remarking that the information was easily obtainable and capable of verification during the pre-award phase. As such, the weight of the evidence suggests

⁹ Lane has offered Southland’s time savings by not initialing every page as an example of a competitive advantage gained by Southland over Lane, but submitted no competent evidence regarding the amount of time saved by Southland’s non-compliance, or the amount of time expended by Lane pursuant to comply with this “requirement”.

that the items left blank on Southland's P-6 for were not material in nature and were subject to the proper exercise of the Authority's waiver discretion.

D. Handwritten changes to bid

The parties agree that Southland's total bid price was presented differently on Southland's hard and electronic bid forms. Pursuant to Authority procedure, in the event of such conflict, the hard bid is to control (Instructions to Bidders, Section 9.8). On the hard form, Lane struck through the original price of its bid item 400-10 and indicated via handwriting a new amount roughly \$3 million less than the original, reducing its total bid price by the approximate same amount. Authority officials testified they were able to read, understand and interpret the interlineations and verified authentication of the amendments by the initials identified to the right of the strike through. Furthermore, there was no indication that Southland did not make or intend the changes to the hard copy of the bid. The weight of the evidence, then, indicated that the written amendments were initialed and ratified by Southland. Lane's claim of material irregularity in this instance must fail.

E. Unbalanced Items

Lane claims that the amended price for Southland's bid item 400-10 (\$300,000.00) was materially unbalanced when compared to the Engineer's estimate (\$1.5million) for the same item, necessitating rejection of Southland's bid. According to section V(7)(a) of the Authority's Procurement Procedures Manual, an unbalanced item "is one that is at least 50% above or below the unit shown in the Engineer's Estimate," but goes on to say, "the 'unbalanced' determination does not apply to lump sum items or items not considered a 'major item of work'".

Here, while basic arithmetic illustrated Southland's \$300,000.00 price for the specific line item was more than 50% below the Engineer's estimate, there was unrefuted competent, substantial evidence offered by Authority officials that the subject line item – pre cast architectural panels - was both a lump sum item and not considered a "major item of work". Consequently, the line item was excluded from the unbalanced analysis argued by Lane. Lane fails, therefore, to carry its burden on this item.

F. Failure to comply with MWBE "Good Faith Effort"

Evidence adduced at the hearing made clear that the MWBE participation component of the subject contract was an aspirational goal, and by no means a quota. According to the plain language of the ITB, the utilization goal on the Project was to be 15%. In the event bidders were unable to satisfy the 15% goal, they were directed to submit Good Faith Effort documentation elucidating their attempts to comply with the goal. It was conceded that none of the bidders, including Southland, met the 15% MWBE goal, and that Southland did not submit Good Faith Efforts ("GFE") documentation.

Lane contends the GFE evidence was to be submitted with the parties' original bids, and that the failure to do so would render the bid unresponsive. The clear and unambiguous language of section 11.2 of the Instructions to Bidders mandates the "MWBE Utilization Summary (page P-6) be submitted with the bid." The section goes on to say that "the apparent successful bidder will be required to submit a completed Utilization Form (page P-7)" at the pre-award meeting." After listing what items are to be included with the P-7 submission, the section concludes by requiring the submission of GFE documentation in the event the MWBE objective

could not be reached by the presumptive contract awardee. There is no language in the ITB or Instructions to Bidders that make inclusion of GFE documents with the bid submittal mandatory.

Lane officials expressed an interpretation of the section 11.2 of the Instructions to Bidders that, in their eyes, compelled GFE documentation with the bid. I see no rational basis for such a reading. Additionally, Authority Business Development Director Iranetta Dennis testified she was very familiar with both the Invitation to Bidder MWBE language and the practice of the Authority relative to the receipt and consideration of GFE evidence and made clear GFE documents are not required to be submitted until the pre-award meeting. Evidence of contradictory language in section 13 of the Authority's Business Development Policy (appearing to require GFE documentation be provided with the bid) was surprising, but not determinative on this issue for 2 reasons. First, there was no evidence presented that any bidders, including Lane, ever read or relied on the language in the Business Development Policy prior to preparing their bids. Second, and more importantly, Authority Procurement Director Claude Miller testified that in the event of a conflict between the ITB and the Business Development Policy, the ITB would control.

Finally, the Authority correctly points out that it is empowered to partially or completely waive any Project MWBE requirements, including GFE evidence submission. In fact, Lane admitted documents relative to a prior Authority contract for which Southland was the successful contract awardee despite having not achieved the MWBE participation objective and *never submitting any GFE documentation*.¹⁰ The Authority waived the omission.

¹⁰ The project was identified as "SR 429/Schofield Road Interchange" by an Authority witness during cross examination by Southland.

Based on the foregoing, there is no basis to overturn Authority's intent to award the subject contract to Southland on the basis of Southland's as-yet submitted MWBE utilization GFE documentation.

Conclusions of Law

After two days of testimony and argument, reams of documentary evidence, and months of argument¹¹, two things leap out as scintillatingly clear: 1) the record is replete with multiple examples of confusing and inconsistent Authority written rules and procedures and various illustrations of Authority personnel practices incongruent with policy and directive; and, 2) the record is simultaneously starkly vacant of any badges of fraud, or scintilla illegality, bad faith, or discrimination. As such, constrained by the extraordinarily high standard established by *Wester v. Belote*, 138 So. 2d (Fla. 1931) and *Liberty County v. Baxter's Ashpalt and Concrete*, 421 So. 2d 505, 507 (Fla. 1982), Lane's bid protest must fail. The rather clumsy manner in which the Authority stumbled to what, in the end, was a reasonable procurement decision (that is, one explainable, defensible, and consistent with tenets of good faith and transparency to the bidders and fiscal responsibility to the public) may call for many internal discussions about future Authority bid practices, but it does not give rise to an anti-competitive result to Lane. As such, I recommend Lane's protest be dismissed.

DONE AND ENTERED this 1st day of August, 2014


/s/ Earnest DeLoach, Jr.
Earnest DeLoach, Jr., Esq., Hearing Officer

¹¹ The attorneys are to be commended for their exemplary work and professionalism on behalf of their respective clients throughout this proceeding.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: August 4, 2014

RE: Award of Contract for
S.R. 528 Airport Mainline Toll Plaza Demolition and Ramp Plaza Construction
Contract No. 001004; Project No. 528-405

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on April 8, 2014, for the referenced project. A Notice of Award of the Contract to The Lane Construction Corporation was posted on April 23, 2014. A bid protest was filed by Southland Construction, Inc., on April 25, 2014, contending that its bid should not have been declared late because the log in clock used by the Authority was incorrect and its bid should have been opened with the other bids on April 8. After reviewing the protest, the Authority's Interim Executive Director, with the concurrence of General Counsel, agreed with Southland and executed a Resolution by Mutual Agreement as provided for in the Authority's Procedure for Resolution of Protests. The agreement stipulated that the Procurement Department would open bids from Southland Construction, Inc., and Hubbard Construction Company whose bid was also declared late. After being properly noticed, those bids were opened and recorded on May 15, 2014, at 1:30 p.m. A bid protest was then filed by Lane Construction Corporation, on May 23, 2014, contending that Southland Construction, Inc.'s bid was late and non-responsive. The Protest Hearing was held on July 17th and 22nd. On August 1, 2014, the Hearing Officer, issued the Final Recommended Order dismissing Lane's protest.

Final bid results were as follows:

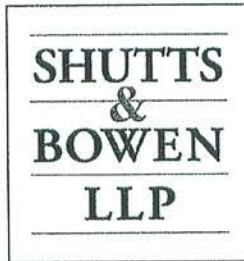
	<u>Bidder</u>	<u>Bid Amount</u>
1.	Southland Construction, Inc.	\$38,708,813.52
2.	The Lane Construction Corporation	\$39,519,484.38
3.	SEMA Construction, Inc.	\$41,333,333.00
4.	The Middlesex Corporation	\$42,478,748.30
5.	Hubbard Construction Company	\$44,157,928.04
5.	Prince Contracting, LLC	\$49,596,500.00

The Engineer's Estimate for this project is \$36,030,071.15.

A sixth bid from Conalvias USA, LLC, was opened on April 8 and was announced as the apparent low bid. Subsequent to the opening, Conalvias requested and was granted approval to withdraw its bid due to a bidding error which would have created a significant hardship and financial loss if the award had been made.

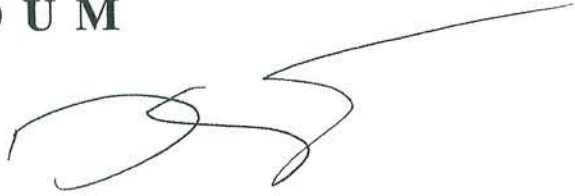
The Procurement Department has evaluated the bids and has determined the bid from Southland Construction, Inc. (Southland), to be responsible and responsive to the bidding requirements. Award of the contract to Southland in the amount of \$38,708,813.32 is recommended contingent upon final execution of the contract by both parties.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance
Contract File
Consent Agenda 8/14



Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority Board
FROM: David A. Shontz, Esq., Right-of-Way Counsel 
DATE: July 23, 2014
RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 216
Settlement/Stipulated Final Judgment

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Board for a settlement to be consummated with a Stipulated Final Judgment between Robert and Adis Strier (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 216 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203. This settlement was recommended by the Right-of-Way Committee for Board approval.

DESCRIPTION AND BACKGROUND

Parcel 216 is a limited access fee taking consisting of a 30-foot deep strip taking along the entire east property line including a corner clip totaling 12,740 square feet from the parent tract consisting of 3.014± acres. The property is located at the northwest corner of the intersection of the Wekiva Parkway and Kelly Park Road, and is improved with a 1,778 s.f. single family residence and related accessory buildings including two metal storage sheds, a 1,200 s.f. concrete block/metal frame warehouse, and a small frame goat barn. This property is the homestead of Mr. and Mrs. Strier. Additionally, the Striers operate two home businesses out of the property including a computer repair and book reselling business.

The CFX's appraisal of the property was prepared by Walter Carpenter of Pinel & Carpenter. Mr. Carpenter estimated the value of the taking to be \$66,475 (Land \$35,035, Improvements \$11,410, Cost to Cure \$20,030). Mr. Carpenter determined the highest and best use of the subject property is as a future neighborhood mixed-use commercial development.

A Stipulated Order of Taking was entered on May 30, 2014 as to Parcel 216. The good faith estimate of value was deposited on June 6, 2014, and title to Parcel 216 passed to the CFX. The parties have conditionally agreed to a settlement to be consummated through a Stipulated

Final Judgment. Under the settlement, the CFX would pay the Owners the sum of \$120,000, plus attorney's fees and all expert costs in the amount of \$24,600, and a waiver of any and all business damages claims. The property owners argued they have lived on the property for over 13 years and intend on remaining in the home. Additionally, the owners argue that Mr. Carpenter found no severance damages by determining a future commercial use. Furthermore, the Striers' home will abut an elevated expressway ramp and unattractive fencing. The owners argued additional valuation of the price per acre, some additional value to the improvements, severance damages for their home being located next to a 22-foot elevated ramp, 23 feet from the east property line, and the additional monies attributable to the cost to cure.

A recommendation for approval by the Board is requested of the proposed settlement and is in the CFX's best interest. It will eliminate further risk and unnecessary expenses that the CFX will ultimately incur if it is required to litigate a continuing condemnation action to acquire Parcel 216. Additionally, if the CFX agrees to the proposed settlement, the Owners will disclaim any claim for business damages relating to the taking.

Finally, a continuing condemnation action will subject the CFX to additional attorneys fees and costs as well as additional experts fees and costs which the CFX would be responsible for as part of the landowners compensation as provided by Florida Statutes §73.091 and §73.092.

RECOMMENDATION

We respectfully request that the CFX Board approve the settlement with a total settlement amount of \$144,600 in full settlement of all claims for compensation for the acquisition of Parcel 216.

ATTACHMENTS

Exhibit "A" – Sketch of Subject Property

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5/8" IRON ROD WITH NO IDENTIFICATION IN WELL BOX MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 00° 21' 57" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 31.02 FEET TO ITS INTERSECTION WITH THE EXISTING NORTH RIGHT OF WAY LINE OF KELLY PARK ROAD, AS SHOWN ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 49-E AND PER DEED BOOK 398, PAGE 176 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5699.65 FEET, A CHORD DISTANCE OF 44.17 FEET AND A CHORD BEARING OF SOUTH 89° 02' 18" WEST; THENCE DEPARTING SAID WEST LINE RUN WESTERLY ALONG SAID EXISTING RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 26' 38", A DISTANCE OF 44.17 FEET; THENCE DEPARTING SAID CURVE AND SAID RIGHT OF WAY LINE RUN NORTH 47° 30' 30" EAST, A DISTANCE OF 60.24 FEET TO AN INTERSECTION WITH SAID WEST LINE OF THE SOUTHEAST QUARTER; THENCE NORTH 00° 21' 57" EAST ALONG SAID WEST LINE, A DISTANCE OF 355.03 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTH 426 FEET OF THE WEST 30 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE DEPARTING SAID WEST LINE RUN NORTH 87° 50' 37" EAST ALONG SAID NORTH LINE, A DISTANCE OF 30.03 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST 30 FEET OF THE SOUTH 426 FEET OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00° 21' 57" WEST ALONG SAID EAST LINE, A DISTANCE OF 395.41 FEET TO ITS INTERSECTION WITH AFORESAID NORTH RIGHT OF WAY LINE OF KELLY PARK ROAD; SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5699.65 FEET, A CHORD DISTANCE OF 30.01 FEET AND A CHORD BEARING OF SOUTH 88° 39' 55" WEST; THENCE DEPARTING SAID EAST LINE RUN WESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 18' 06", A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 12,740 SQUARE FEET, MORE OR LESS

NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2770464 DATED 07/03/2012.

LEGEND & ABBREVIATIONS

CB = CHORD BEARING
C.C.R. = CERTIFIED CORNER RECORD
CH = CHORD LENGTH
COR. = CORNER
(C) = CALCULATED DISTANCE
O.B. = DEED BOOK
ESMT = EASEMENT
EXIST. = EXISTING
FND. = FOUND
FPC = FLORIDA POWER CORPORATION
(F) = FIELD DISTANCE

ID. = IDENTIFICATION
I.R. = IRON ROD
L. = ARC LENGTH
L.A. = LIMITED ACCESS
LB. = LICENSED SURVEY BUSINESS
LT. = LEFT
NO. = NUMBER
O.R.B. = OFFICIAL RECORDS BOOK
P.C. = POINT OF CURVATURE
PG./PGS. = PAGE / PAGES

P.I. = POINT OF INTERSECTION
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PROJ. = PROJECT
P.T. = POINT OF TANGENCY
(P) = PLAT
R. = RADIUS
R.B.M. = ROAD BOND MAP
RT. = RIGHT
R/W. = RIGHT OF WAY

(R) = RADIAL
SEC. = SECTION
TITF = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
W/ = WITH
L. = PROPERTY LINE
S. = SAME PROPERTY OWNER
Δ = DELTA (CENTRAL ANGLE)
+ = CHANGE IN DIRECTION
--- = LIMITED ACCESS R/W LINE
--- = R/W LINE

DATE	NOVEMBER 18, 2013	 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-849-8664	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY. S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 216
DRAWN BY	M.ROLLINS			SCALE: N/A
CHECKED BY	S.WARE			
BSA PROJECT NO.	EA11-J1			
REVISION	BY	DATE		SHEET 1 OF 3

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
LIMITED ACCESS RIGHTS ONLY
ESTATE: FEE SIMPLE


LEGAL DESCRIPTION:

PART B

ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND KELLY PARK ROAD, ALONG THE FOLLOWING DESCRIBED LINE, LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5/8" IRON ROD WITH NO IDENTIFICATION IN WELL BOX MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 00° 21' 57" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 31.02 FEET TO ITS INTERSECTION WITH THE EXISTING NORTH RIGHT OF WAY LINE OF KELLY PARK ROAD AS SHOWN ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 49-E AND PER DEED BOOK 398, PAGE 176 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5699.65 FEET, A CHORD DISTANCE OF 44.17 FEET AND A CHORD BEARING OF SOUTH 89° 02' 18" WEST; THENCE DEPARTING SAID WEST LINE RUN WESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 26' 38", A DISTANCE OF 44.17 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5699.65 FEET, A CHORD DISTANCE OF 63.60 FEET AND A CHORD BEARING OF SOUTH 89° 34' 48" WEST; THENCE CONTINUE WESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 38' 22", A DISTANCE OF 63.60 FEET TO THE POINT OF TERMINUS.

LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

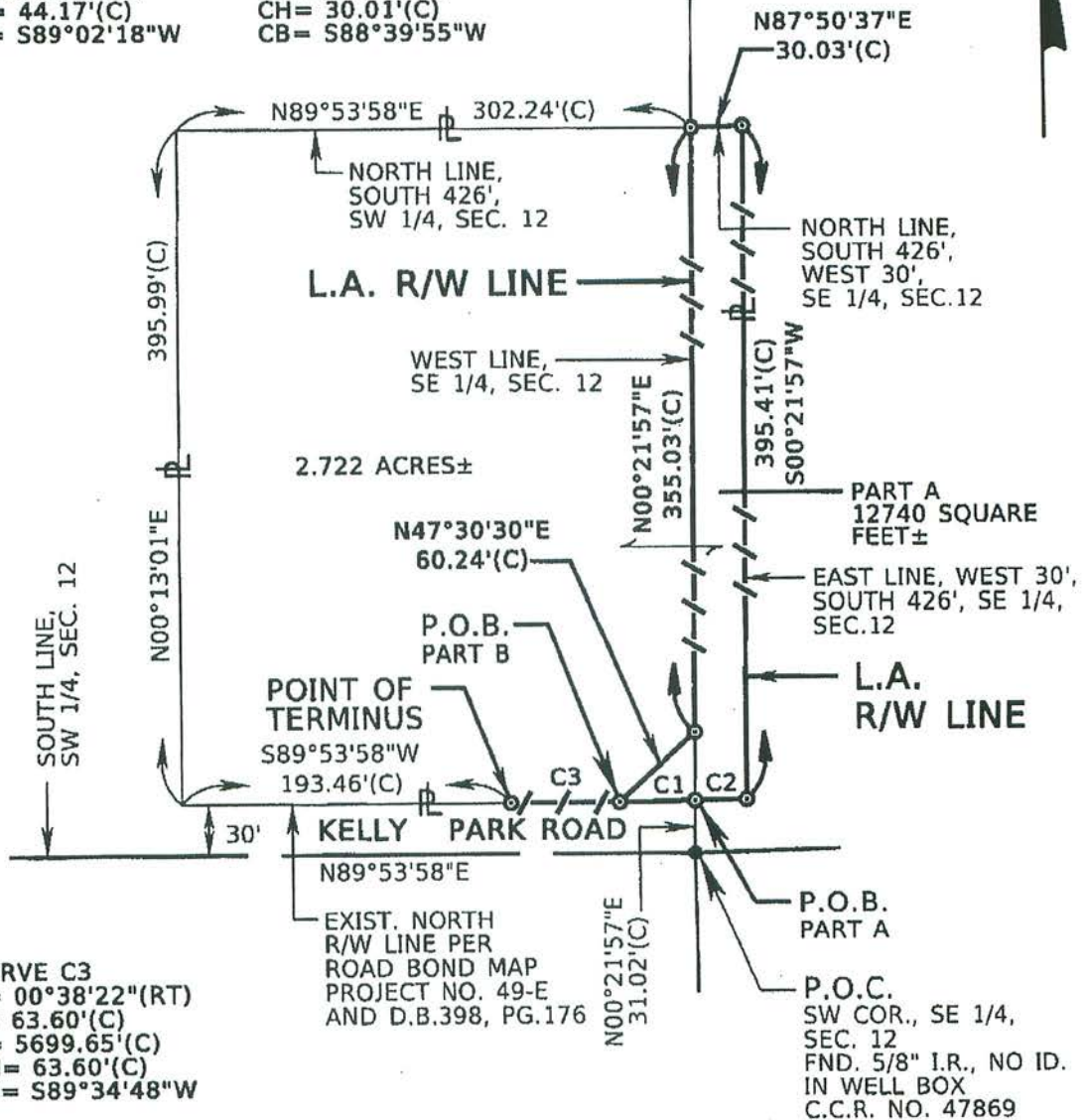
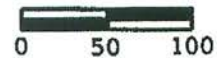
DATE	NOVEMBER 18, 2013	CERTIFICATION OF AUTHORIZATION No. LB 1221	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 216
DRAWN BY	M.ROLLINS	 BOWYER SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664		
CHECKED BY	S.WARE			
BSA PROJECT NO.	EA11-11			
REVISION	BY		DATE	
			SCALE: N/A	SHEET 2 OF 3

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SEC. 12-20-27, BEING N89°53'58"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

CURVE C1
 $\Delta = 00^\circ 26' 38''$ (RT)
 $L = 44.17'$ (C)
 $R = 5699.65'$ (C)
 $CH = 44.17'$ (C)
 $CB = S89^\circ 02' 18''$ W

CURVE C2
 $\Delta = 00^\circ 18' 06''$ (RT)
 $L = 30.01'$ (C)
 $R = 5699.65'$ (C)
 $CH = 30.01'$ (C)
 $CB = S88^\circ 39' 55''$ W

SCALE: 1" = 100'



CURVE C3
 $\Delta = 00^\circ 38' 22''$ (RT)
 $L = 63.60'$ (C)
 $R = 5699.65'$ (C)
 $CH = 63.60'$ (C)
 $CB = S89^\circ 34' 48''$ W

SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William E. Byrd, P.S.
 WILLIAM E. BYRD, P.S.
 LICENSE NUMBER 5442
 DATE 11/18/13

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF AUTHORIZATION No. LB 1221



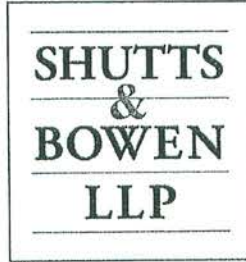
SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL
 216

SCALE: 1"=100'

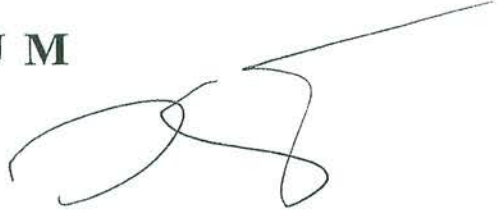
SHEET 3 OF 3



Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority Board
FROM: David A. Shontz, Esq., Right-of-Way Counsel
DATE: July 23, 2014
RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 201
Settlement/Stipulated Final Judgment



Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Board for a settlement to be consummated with a Stipulated Final Judgment between Milford Kirkland (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 201 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203. This settlement was recommended by the Right-of-Way Committee for Board approval.

DESCRIPTION AND BACKGROUND

Parcel 201 is a whole taking totaling 1.428 acres and is improved with a 1,439 s.f. single family residence. The subject property is located near the intersection of Plymouth Sorrento Rd. and Kelly Park Rd. This property is the homestead of Mr. Kirkland.

The CFX's appraisal of the property was prepared by Walter Carpenter of Pinel & Carpenter. Mr. Carpenter estimated the value of the taking to be \$117,070 (Land \$37,070, Improvements \$80,000).

The parties entered into a Joint Motion for a Stipulated Order of Taking which was entered by Judge Kest on May 30, 2014. The good faith estimate of value was deposited with the Court Registry on June 6, 2014, at which time title to the property passed to the CFX.

The parties have conditionally accepted a settlement to be consummated through a Stipulated Final Judgment. Under the settlement, the CFX would pay the Owners the sum of \$156,800, plus attorney's fees, appraisal costs and engineering costs totaling \$13,700. The property owner argued additional valuation of the price per acre and some additional value to the improvements.

An approval by the Board is requested of the proposed settlement and is in the CFX's best interest. It will eliminate further risk and unnecessary expenses that the CFX will ultimately incur if it is required to litigate a condemnation action to acquire Parcel 201.

Finally, a continuing condemnation action will subject the CFX to additional attorneys fees and costs as well as additional experts fees and costs which the CFX would be responsible for as part of the landowners compensation as provided by Florida Statutes §73.091 and §73.092.

RECOMMENDATION

We respectfully request that the CFX Board approve the settlement totaling \$170,500 in full settlement of all claims for compensation for the acquisition of Parcel 201.

ATTACHMENTS

Exhibit "A" – Sketch of Subject Property

ORLDOCS 13539798 1

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1-1/4" IRON PIPE WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°15'06" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2012.94 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°20'58" WEST ALONG SAID WEST LINE, A DISTANCE OF 1207.12 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 100 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°20'58" WEST ALONG SAID WEST LINE, A DISTANCE OF 100.01 FEET TO A POINT ON THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID WEST LINE RUN NORTH 88°47'46" EAST ALONG SAID NORTH LINE, A DISTANCE OF 80.71 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1179.24 FEET, A CHORD DISTANCE OF 115.25 FEET AND A CHORD BEARING OF SOUTH 28°36'06" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°36'06", A DISTANCE OF 115.29 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE NORTH 100 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID CURVE RUN SOUTH 88°47'46" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 24.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 5173 SQUARE FEET, MORE OR LESS

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2770311 DATED 07/02/2012

LEGEND & ABBREVIATIONS

CB = CHORD BEARING
C.C.R. = CERTIFIED CORNER RECORD
CH = CHORD LENGTH
COR. = CORNER
(C) = CALCULATED DISTANCE
D.B. = DEED BOOK
ESMT = EASEMENT
EXIST. = EXISTING
FND. = FOUND
FPC = FLORIDA POWER CORPORATION
(F) = FIELD DISTANCE

ID. = IDENTIFICATION
I.R. = IRON ROD
L. = ARC LENGTH
L.A. = LIMITED ACCESS
LB = LICENSED SURVEY BUSINESS
LT = LEFT
NO. = NUMBER
O.R.B. = OFFICIAL RECORDS BOOK
P.C. = POINT OF CURVATURE
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P.I. = POINT OF INTERSECTION
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PROJ. = PROJECT
P.T. = POINT OF TANGENCY
(P) = PLAT
R = RADIUS
R.B.M. = ROAD BOND MAP
RT = RIGHT
R/W = RIGHT OF WAY

(R) = RADIAL
SEC. = SECTION
TIFF = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
W/ = WITH
X = PROPERTY LINE
Δ = SAME PROPERTY OWNER
Δ = DELTA (CENTRAL ANGLE)
+ = CHANGE IN DIRECTION
--- = LIMITED ACCESS R/W LINE
--- = R/W LINE

DATE NOVEMBER 18, 2013		CERTIFICATION OF AUTHORIZATION No. LB 1221		SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.		PARCEL 201	
DRAWN BY M.ROLLINS		 BOWYER SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664		S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA		SCALE: N/A	
CHECKED BY S.WARE							
BSA PROJECT NO. EA11-J1							
REVISE SECTION BREAKDOWN		S.WARE		01/13/2014		SHEET 1 OF 4	
REVISION		BY		DATE			

EXHIBIT "A"

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART B

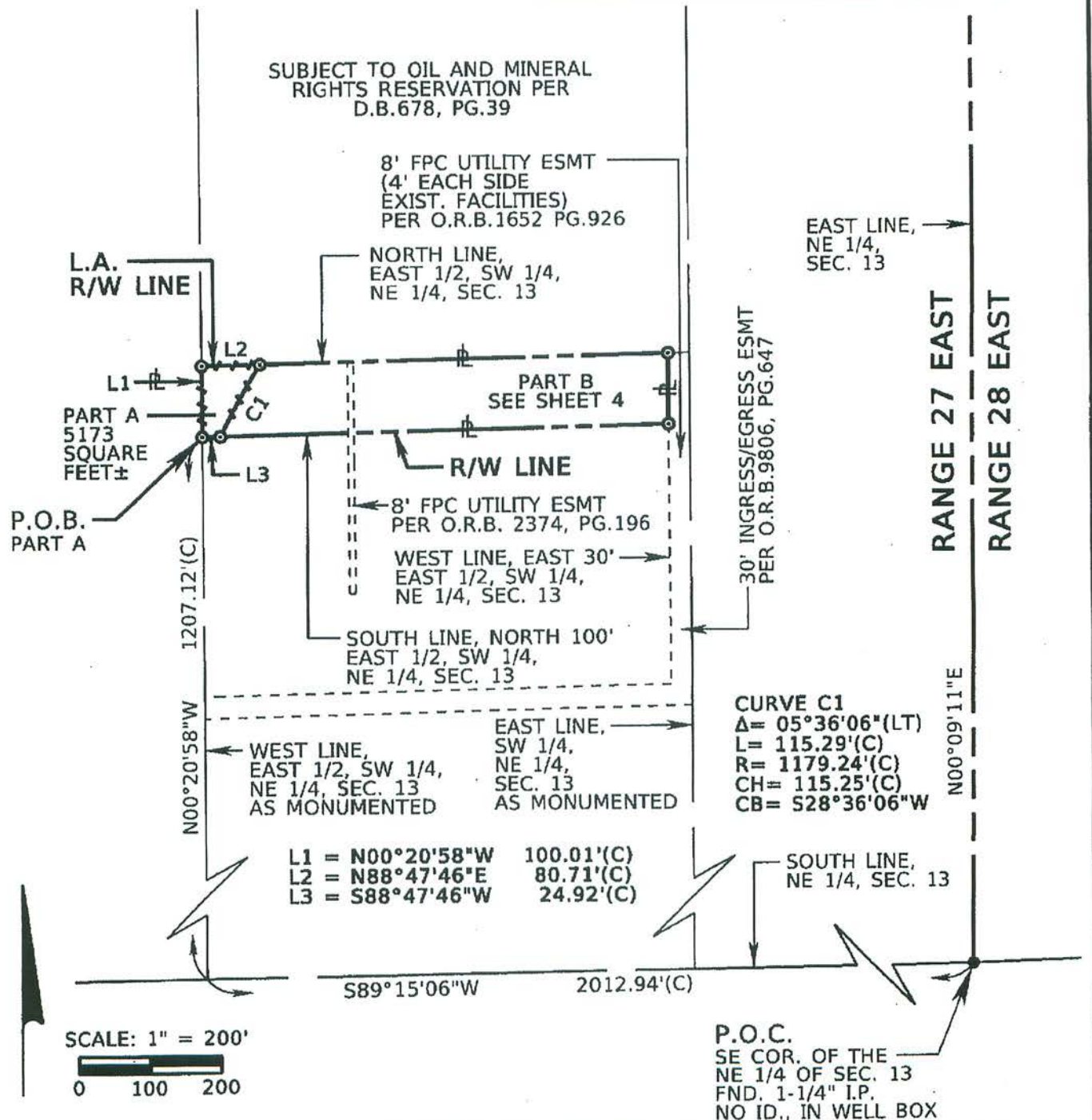
A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1-1/4" IRON PIPE WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°15'06" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2012.94 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°20'58" WEST ALONG SAID WEST LINE, A DISTANCE OF 1207.12 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 100 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID WEST LINE RUN NORTH 88°47'46" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 24.92 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1179.24 FEET, A CHORD DISTANCE OF 115.25 FEET AND A CHORD BEARING OF NORTH 28°36'06" EAST; THENCE DEPARTING SAID SOUTH LINE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°36'06", A DISTANCE OF 115.29 FEET TO A POINT ON THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID CURVE RUN NORTH 88°47'46" EAST ALONG SAID NORTH LINE, A DISTANCE OF 565.20 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 30 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'36" EAST ALONG SAID WEST LINE, A DISTANCE OF 100.01 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE NORTH 100 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID WEST LINE RUN SOUTH 88°47'46" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 620.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.364 ACRES, MORE OR LESS


DATE	NOVEMBER 18, 2013	 <p>CERTIFICATION OF AUTHORIZATION No. LB 1321 BOWYER SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664</p>	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 201
DRAWN BY	M.ROLLINS		S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
CHECKED BY	S.WARE			
BSA PROJECT NO.	EA11-J1			
REVISE SECTION BREAKDOWN	S.WARE	01/13/2014		SHEET 2 OF 4
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE EAST LINE
OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING
N00°09'11"E, FLORIDA STATE PLANE COORDINATE
SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

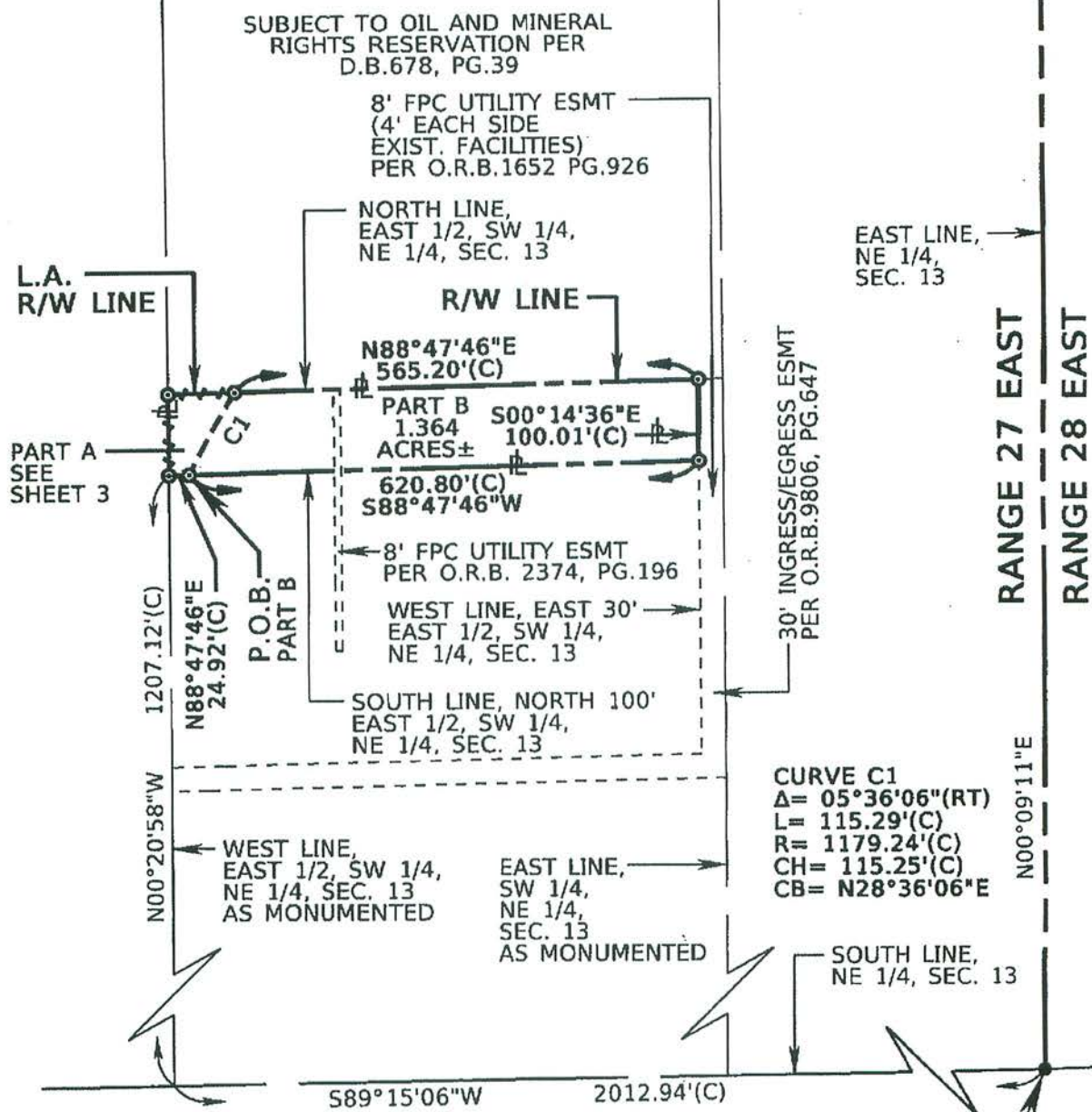


SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST

PROJECT NO. 429-203

DATE	NOVEMBER 18, 2013	CERTIFICATION OF AUTHORIZATION No. LB 3231	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 201
DRAWN BY	M.ROLLINS	 BOWYER SHINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: 1"=200'
CHECKED BY	S.WARE			SHEET 3 OF 4
BSA PROJECT NO.	EA11-J1			
REVISE SECTION BREAKDOWN	S.WARE	01/13/2014		
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE EAST LINE
OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING
N00°09'11"E, FLORIDA STATE PLANE COORDINATE
SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SCALE: 1" = 200'



SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION
IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL
STANDARDS" AS REQUIRED BY CHAPTER 51-17 FLORIDA
ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027,
FLORIDA STATUTES.

WILLIAM E. BYRD, P.S.M.
LICENSE NUMBER 5442
DATE 1/21/2014

NOT VALID WITHOUT THE SIGNATURE AND
THIS ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF AUTHORIZATION No. 18 1231

BOWYER
SINGLTON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
201

SCALE: 1"=200'


SHEET 4 OF 4

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**

M E M O R A N D U M

TO: Central Florida Expressway Authority Board Members

FROM: Robert L. Simon, Jr., Right of Way Counsel 
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: July 24, 2014

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 109
Recommendation of Approval for Settlement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement with Marvin E. Faircloth and Carol G. Faircloth (the "Owners"), for the acquisition of Parcel 109 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202.

DESCRIPTION and BACKGROUND:

The Taking consists of approximately 0.430 acres of land within a 1.965 acre parent tract located along the west side of Plymouth Sorrento Road, approximately 1,200 feet north of Southfork Drive in unincorporated Orange County. The Property is zoned A-1, Agricultural by Orange County. The future land use designation is rural/agricultural and lies within the Rural Service Area and Joint Planning Area with the City of Apopka. The Property is currently improved with a single-family residence containing approximately 1,228 square feet of gross living area that was constructed in 1979. See attached Exhibit "A."

CFX's appraisal of the property was prepared by Mr. Richard K. MacMillan of The Appraisal Group of Central Florida, Inc., with a date of value of March 21, 2014. Mr. MacMillan estimated the value of the Taking to be \$51,300.00. Mr. MacMillan concluded that the Property's highest and best use as vacant is as a single-family homesite. The Owners were provided with a copy of CFX's appraisal.

The parties have been participating in settlement negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcel 109. The parties have conditionally agreed to the following settlement terms, subject to Right of Way Committee recommendation and final CFX Board approval:

Central Florida Expressway Authority Board Members
S.R. 429 Wekiva Parkway, Project 429-202; Parcel 109 (Faircloths)
July 24, 2014
Page 2 of 2

CFX would pay the Owners, Marvin E. Faircloth and Carol G. Faircloth, the sum of \$75,000.00. CFX would also pay statutory attorneys' fees and expert fees in the amount of \$11,119.50 in accordance with Florida Statutes §73.092(1)(a) and §73.091(1).

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorney's fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the landowners' compensation as provided by Florida Statutes §73.091 and §73.092. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case. The proposed settlement will resolve all pending matters in this case, including the property owners' attorneys fees and expert costs.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the July 15, 2014 meeting. We respectfully request the Board's approval of the proposed settlement in the amount of \$86,119.50 in full settlement of all claims for compensation for the acquisition of Parcel 109.



ATTACHMENT:

Exhibit A-Sketch of Subject Property



Plymouth Sorrento Rd

PARCEL 109
Faircloth
Aerial Site Map

 PARCEL 109 (+/- 1.985 ac)
 EAST BOUNDARY OF TAKE AREA




DONALD W. MCINTOSH
ASSOCIATES, INC.
CIVIL ENGINEERING AND PLANNING SERVICES


NOTE: AERIAL IMAGE OBTAINED IN DIGITAL
FORMAT FROM THE ORANGE COUNTY PROPERTY
APPRAISER EFFECTIVE JANUARY 2012.

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 Board Members

FROM: Robert L. Simon, Jr., Right of Way Counsel
Winderweedle, Haines, Ward & Woodman, P.A. 

DATE: July 24, 2014

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 125 (David Martin)
Real Estate Purchase Agreement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a Real Estate Purchase Agreement between David J. Martin (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 125 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202.

DESCRIPTION and BACKGROUND:

The Taking consists of approximately 5,252 square feet of land within a 3.64 acre parent tract in Orange County. The Property is zoned A-1, Citrus Rural District, which provides for residential and agricultural uses. The future land use designation is rural. The parent tract is improved with a single-family residence and associated residential site improvements. The site improvements impacted by the Taking include trees, heavy underbrush and field fencing. See attached Exhibit "A."

CFX's appraisal of the property was prepared by Mr. Stephen J. Matonis of Integra Realty Resources-Orlando, with a date of value of September 11, 2013. Mr. Matonis estimated the value of the Taking to be \$4,400.00. Mr. Matonis concluded that the Property's highest and best use as vacant is to hold it for future residential development. The Owner was provided with a copy of CFX's appraisal.

The parties have been participating in negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcel 145. The parties have conditionally accepted a Real Estate Purchase Agreement ("Purchase Agreement"), subject to Right of Way Committee recommendation and final CFX Board approval. Under the Purchase Agreement, CFX would pay the Owners the sum of \$4,400.00.

Central Florida Expressway Authority Board Members
S.R. 429 Wekiva Parkway, Project 429-202; Parcel 125 (David J. Martin)
July 24, 2014
Page 2 of 2

Acceptance of the proposed Real Estate Purchase Agreement is recommended and is in CFX's best interest. It will eliminate further risk and unnecessary expenses that CFX will ultimately incur if it is required to file a condemnation action to acquire Parcel 125. Filing a condemnation action will subject CFX to additional attorneys' fees and costs as well as additional expert fees and costs, which CFX would be responsible for as part of the landowners' compensation as provided by Florida Statutes §73.091 and §73.092.

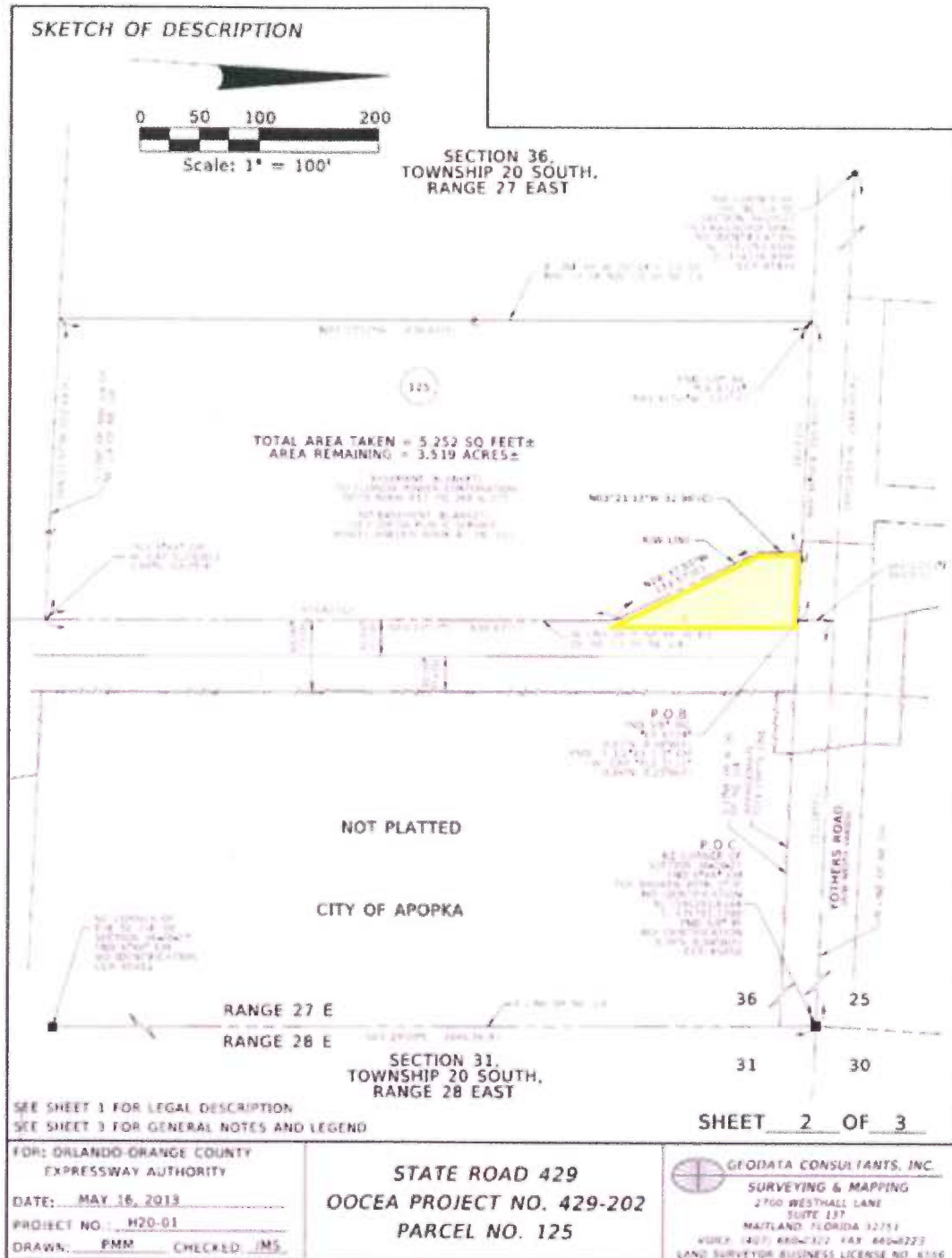
RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the July 15, 2014 meeting. We respectfully request the Board's approval of the proposed Real Estate Purchase Agreement with a purchase price of \$4,400.00 in full settlement of all claims for compensation for the acquisition of Parcel 125.

ATTACHMENTS:

Exhibit A-Sketch of Subject Property
Exhibit B-Real Estate Purchase Agreement

Parcel 125 Sketch



Buyer: The Orlando-Orange County Expressway Authority (“Expressway Authority”)

Expressway Authority and Seller hereby agree that Seller shall sell and Expressway Authority shall buy the following described property pursuant to the following terms and conditions:

(a) Estate being purchased: ☒ Fee Simple ☐ Permanent Easement ☐ Temporary Easement ☐ Leasehold

(b) Real property described as: See Attached Exhibit "A".

(c) Personal property: None.

(d) Outdoor advertising structure(s) permit number(s): N/A

Buildings, structures, fixtures and other improvements owned by others: N/A
 These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

(a) Real Property

	Land	1.	\$ 3,600.00
	Improvements	2.	\$ 800.00
	Real Estate Damages	3.	\$ 0.00
	(Severance/Cost-to-Cure)		
	Total Real Property	4.	\$ 4,400.00
(b)	Total Personal Property	5.	\$ 0.00
(c)	Fees and Costs		
	Attorney Fees	6.	\$ 0.00
	Appraiser Fees	7.	\$ 0.00
		Fees(s) 8.	\$
	Total Fees and Costs	9.	\$ 0.00
(d)	Total Business Damages	10.	\$ 0.00
(e)	Total of Other Costs	11.	\$ 0.00

List: _____

Total Purchase Price	(Add Lines 4, 5, 9, 10 and 11)	\$	4,400.00
(f)	Portion of Total Purchase Price to be paid to Seller by Expressway Authority at Closing	\$	4,400.00
(g)	Portion of Total Purchase Price to be paid to Seller by Expressway Authority upon surrender of possession	\$	0.00

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Expressway Authority. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Expressway Authority. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Expressway Authority to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Expressway Authority for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Expressway Authority by conveyance instrument(s) acceptable to Expressway Authority.
- (h) Seller and Expressway Authority agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: _____

- (j) Seller and Expressway Authority agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**, if applicable.

IV. Closing Date

The closing will occur no later than sixty (60) days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Expressway Authority.

☒ There is an addendum to this agreement. Page 4 is made a part of this agreement

☐ There is not an addendum to this agreement

VI. Seller and Expressway Authority hereby acknowledge and agree that their signatures as Seller and Expressway Authority below constitute their acceptance of this agreement as a binding real estate contract.

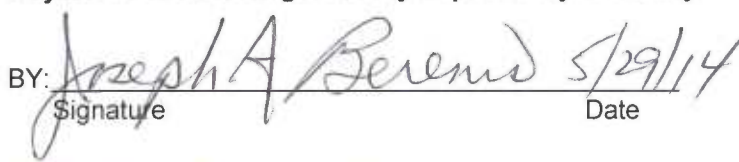
This Agreement is subject to final agency acceptance by Expressway Authority pursuant to Section 119.0711, *Florida Statutes* (2013) ("Final Agency Acceptance") after Right of Way Committee and Expressway Authority Board Approval. Notwithstanding anything in this Agreement to the contrary, the Closing shall not occur prior to thirty (30) days from the date this Agreement is executed and delivered by Owners and Expressway Authority to allow public review of the transaction contemplated by this Agreement. Final Agency Acceptance shall be evidenced by the signature of Expressway Authority in **Section VII** of this agreement.

Seller: David J. Martin

 4-28-14
Signature Date

David J. Martin
Type or print name

Buyer: Orlando-Orange County Expressway Authority

BY:  5/29/14
Signature Date

JOSEPH A. BERENIS
Type or print name

VII. FINAL AGENCY ACCEPTANCE

The Expressway Authority has granted Final Agency Acceptance this _____ day of _____, 20____.

WITNESSES:

Print Name: _____

Print Name: _____

APPROVED AS TO FORM FOR EXECUTION BY A
SIGNATORY OF THE ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
Legal Counsel:

By _____

Date: _____

"EXPRESSWAY AUTHORITY"

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

A body politic and corporate, and an agency of the state,
under the laws of the State of Florida,

By: _____

Print Name: _____

Title: _____

ADDENDUM TO PURCHASE AGREEMENT

PROJECT: 429 – 202
 STATE ROAD NO.: 429
 PROJECT NAME: Wekiva Parkway
 COUNTY: Orange
 PARCEL NO.: 125

This is an addendum to the Purchase Agreement attached hereto and made a part hereof between, **David J. Martin**, Seller, and **The Orlando-Orange County Expressway Authority ("Expressway Authority")**, Buyer, for the use and benefit of the Expressway Authority, for the above-referenced project.

1. Buyer and Seller agree all fees, costs and/or business damage claims are included in this Purchase Agreement.
2. Buyer shall construct a Wall along the property's frontage on Yothers Road in the approximate location as depicted in red on the attached Exhibit "B". The Wall shall be appurtenant to the Wall which is described in the Temporary Right of Entry attached hereto as Exhibit "C". After construction of the Wall, entry upon the Seller's property shall be at the approximate location of the current driveway. If Seller chooses to install a gate or other security mechanism at the entry to the property along Yothers Road, it shall be at the Seller's own cost and responsibility. Upon completion of the Wall, Buyer shall have no obligation or responsibility associated with the Wall, including, but not limited to its maintenance, replacement or inspection.

Funds shall be made payable and will be issued according to the Seller and/or their representatives:

1. Funds in the amount of \$4,400.00 shall be made payable to David J. Martin.

IN WITNESS WHEREOF, the parties have caused these present to be executed in their respective names.

Seller(s): David J. Martin

Signature [Signature]
 By: David J. Martin
 Type or print name and title

4-28-14
 Date

Buyer: The Orlando-Orange County Expressway Authority

Signature _____
 Print Name: _____
 Title: _____

 Date

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-202

PARCEL NO. 125
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT WITH 1" IRON PIPE, TOP BROKEN AND NO IDENTIFICATION; THENCE SOUTH 89°10'54" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 721.18 FEET TO A POINT ON THE WEST LINE OF THE EAST 60 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.03 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 30 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°21'13" EAST ALONG SAID WEST LINE, A DISTANCE OF 151.21 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 28°37'55" WEST, A DISTANCE OF 133.57 FEET TO A POINT; THENCE NORTH 03°21'13" WEST, A DISTANCE OF 32.96 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE NORTH 89°10'54" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 57.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,252 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 125



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

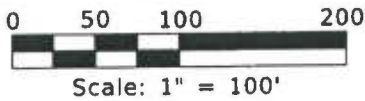
SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SECTION 36,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST

NW CORNER OF
THE NE 1/4 OF
SECTION 36-20-27
FND RAILROAD SPIKE
NO IDENTIFICATION
N: 1592293.8508
E: 474136.9390
CCR 85449

E LINE OF W 20' OF E 1/2 OF
NW 1/4 OF NE 1/4 OF NE 1/4

N03°12'52"W 630.01'(F)

125

TOTAL AREA TAKEN = 5,252 SQ FEET±
AREA REMAINING = 3.519 ACRES±

EASEMENT (BLANKET)
TO FLORIDA POWER CORPORATION
ORB 813, PG 268 & 275

50' EASEMENT (BLANKET)
TO FLORIDA PUBLIC SERVICE
MISCELLANEOUS BOOK 41, PG 331

FND 5/8" IRC
"LB 6724"
N03°12'52"W, 1.01'(F)

S LINE OF NW 1/4 OF
NE 1/4 OF NE 1/4

FND 4"x4" CM
W/ CAP ILLEGIBLE
1.88"N, 0.03'E(F)

N03°21'13"W 32.96'(C)

R/W LINE

N28°37'55"W
133.57'(C)

N89°10'54"E 250.92'(F)

S89°10'54"W 2644.50'(F)

479.62'(C)

60.00'(F)(D)

30.00'(F)(D)

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30.00'(F)(D)

503°21'13"E 630.83'(F)

W LINE OF E 60' OF W 1/2
OF NE 1/4 OF NE 1/4

P.O.B.

FND 5/8" IRC

"LB 6724"

0.61"N, 0.38"W(F)

FND 3 1/2"x3 1/2" CM

W/ CAP "PLS 2511"

0.86"N, 0.25"W(F)

S LINE OF N 30'

OF NE 1/4

APPROXIMATE

CITY LIMITS LINE

721.18'(C)

721.18'(C)

721.18'(C)

721.18'(C)

721.18'(C)

721.18'(C)

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721.18'(C)

721.18'(C)

721.18'(C)

721.18'(C)

NOT PLATTED

CITY OF APOPKA

NE CORNER OF
THE SE 1/4 OF
SECTION 36-20-27
FND 6"x6" CM
NO IDENTIFICATION
CCR 85451

RANGE 27 E

RANGE 28 E

E LINE OF NE 1/4

503°29'20"E 2646.26'(F)

SECTION 31,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST

36

25

31

30

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 125



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	N:	= NORTHING
(F)	= FIELD	NO.	= NUMBER
CCR	= CERTIFIED CORNER RECORD	IL	= PROPERTY LINE
CM	= CONCRETE MONUMENT	PG	= PAGE
E:	= EASTING	PGS	= PAGES
FND	= FOUND	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
IR	= IRON ROD	R/W	= RIGHT OF WAY
IRC	= IRON ROD AND CAP	SQ	= SQUARE
		W/	= WITH

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 89°10'54" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED MARCH 19, 2013 (REVISED MARCH 27, 2013), FILE NO. 2037-2833235, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

REVISED PER COMMENTS
REVISION

PMM 06/13/2013
BY DATE

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 MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5117, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deViverra, Professional Land Surveyor No. 4990

DATE

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 125



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

TOTAL AREA TAKEN = 5,252 SQ FEET±
AREA REMAINING = 3.519 ACRES±

EASEMENT (BLANKET)
TO FLORIDA POWER CORPORATION
ORB 813, PG 268 & 275
50' EASEMENT (BLANKET)
TO FLORIDA PUBLIC SERVICE
MISCELLANEOUS BOOK 41, PG 331

NW CORNER OF
THE NE 1/4 OF
SECTION 36-20-27
FND RAILROAD SPIKE
NO IDENTIFICATION
N: 1592253.8508
E: 474136.9390
CCR 85449

FND 5/8" IRC
"LB 6724"
N03°12'52"W, 1 01'(F)

N03°21'13"W 32.96'(C)

R/W LINE

N28°37'55"W
133.57'(C)

P.O.B.
FND 5/8" IRC
"LB 6724"
0.61'N, 0.38'W(F)
FND 3 1/2"X3 1/2" CM
W/ CAP "PLS 2511"
0.86'N, 0.25'W(F)

O.C.

NE CORNER OF
SECTION 36-20-27
FND 6"x6" CM
TOP BROKEN WITH 1" IP
NO IDENTIFICATION
N: 1592291.6144
E: 476781.1709
FND 5/8" IR
NO IDENTIFICATION
0.36'S, 0.04'W(F)
CCR 85450

NE CORNER OF
THE SE 1/4 OF
SECTION 36-20-27
FND 6"X6" CM
NO IDENTIFICATION
CCR 85451

RANGE 27 E

RANGE 28 E

SECTION 31,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 125



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137
MAITLAND, FLORIDA

MAITLAND, FLORIDA 32751
(407) 660-3333 FAX: 660-8

VOICE: (407) 660-2322 FAX: 660-8223
AND SURVEYOR BUSINESS LICENSE NO. 65

LAND SURVEYOR BUSINESS LICENSE NO. 6556

Exhibit "C"

TEMPORARY RIGHT OF ENTRY

Page 1 of 7

This **TEMPORARY RIGHT OF ENTRY AGREEMENT** ("Agreement") is made this 5 day of March 2014, by **DAVID J. MARTIN**, a single person, ("Grantor"), whose address is 3100 Yothers Road, Apopka, Florida 32712, to and in favor of the **ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**, a public corporation of the state of Florida ("OOCEA"), whose address is 4974 ORL Tower Road, Orlando, Florida 32807-1684, as Grantee.

For and in consideration of \$10.00, other valuable consideration and the benefits accruing to Grantor, the receipt and sufficiency of which consideration is hereby acknowledged, Grantor does give, grant, bargain, and convey to OOCEA, its employees, agents, engineers, contractors, assigns and other representatives, a non-exclusive irrevocable right and license to enter upon, over, under, and through that certain eastern portion of Grantor's property from and along the westernmost right of way line as depicted on the attached Exhibit "A" extending ten (10) feet west thereof ("Grantor Property"), as may be necessary or desirable for the construction and installation of an approximate six (6) foot (or at such other height as may be permitted by the applicable jurisdiction) brick wall and appurtenances related thereto similar to the example attached hereto as Composite Exhibit "B" ("Wall"). This right of entry shall include, but shall not be limited to, the right to enter upon, over, under, and through Grantor's Property, to trim, cut, or remove trees, bushes, undergrowth and other obstructions or improvements as necessary or desirable in connection with the construction and installation of the Wall, and all other rights and privileges reasonably necessary or convenient for Grantee's enjoyment and use of the foregoing right of entry for the purposes described above and in furtherance of the provisions set forth herein. This right of entry shall commence upon the date hereof and terminate upon completion of the Wall. Further, it is agreed and acknowledged that OOCEA is under no obligation to construct the Wall unless and until all necessary property owners, in OOCEA's sole and absolute discretion, have executed and delivered to OOCEA similar temporary right of entry agreements. Also, it is agreed and acknowledged that upon completion of the Wall, Grantee shall have no obligation or responsibility associated with the Wall, including, but not limited to, its maintenance, replacement, or inspection.

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

WITNESSES:

Walter Jenkins
Witness:
Nalynn Jenkins
Printed Name:

By: David J. Martin
David J. Martin

Tina Martin
Witness:
Tina Martin
Printed Name:

SIGNATURE PAGE CONTINUES

Exhibit "C"

Page 2 of 7

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5, day of march,
2014 by David J. Martin. He is personally known to me or has produced personally known
as identification and did did not take an oath.

(Notary Seal)



Susan Fox

NOTARY PUBLIC

Susan Fox

Printed Notary Name

Commission Number and Expiration: 05/08/2014

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	N:	= NORTHING
(F)	= FIELD	NO.	= NUMBER
CCR	= CERTIFIED CORNER RECORD	PL	= PROPERTY LINE
CM	= CONCRETE MONUMENT	PG	= PAGE
E:	= EASTING	PGS	= PAGES
FND	= FOUND	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
IR	= IRON ROD	R/W	= RIGHT OF WAY
IRC	= IRON ROD AND CAP	SQ	= SQUARE
		W/	= WITH

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 89°10'54" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED MARCH 19, 2013 (REVISED MARCH 27, 2013), FILE NO. 2037-2833235, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

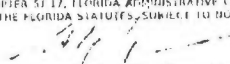

REVISED PER COMMENTS REVISION		PMM BY	06/13/2013 DATE	I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5512, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.  11 Paul deVivero, Professional Land Surveyor No. 4990	7-11-2013 DATE
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: MAY 16, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS		STATE ROAD 429 OOCEA PROJECT NO. 429-202 PARCEL NO. 125		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (407) 660-2322 FAX: 660-8223 LAND SURVEYOR BUSINESS LICENSE NO. 6556	

Exhibit "C"

Page 5 of 7



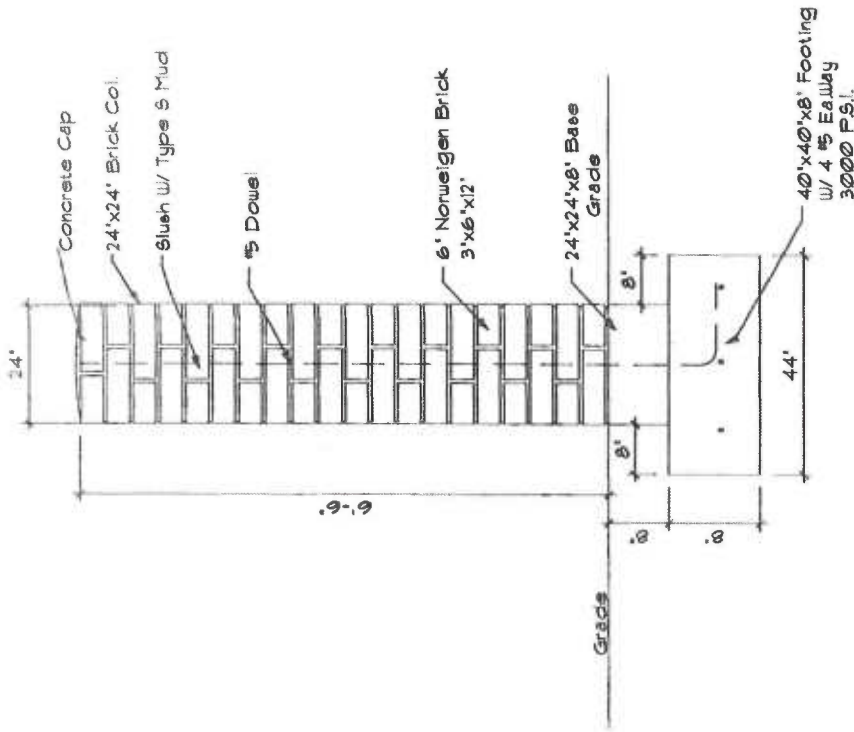
COMPOSITE EXHIBIT "B"
SHEET 1 of 3

Exhibit "C"

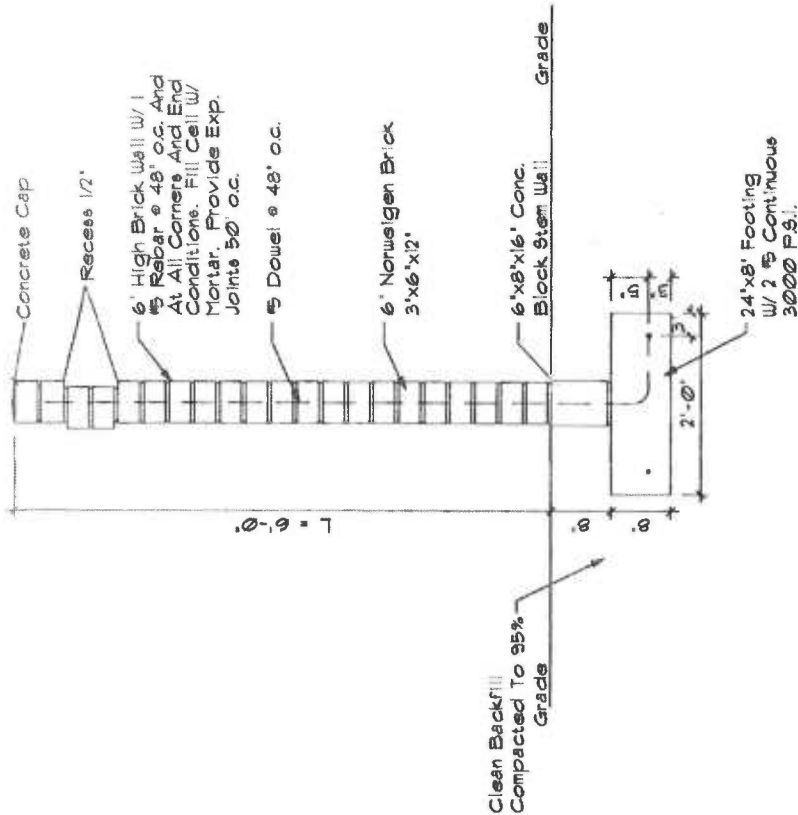
Page 6 of 7



COMPOSITE EXHIBIT "B"
SHEET 2 of 3



BRICK COLUMN DETAIL
Scale: $\frac{3}{4}$ " = 1'-0"



BRICK WALL DETAIL
Scale: $\frac{3}{4}$ " = 1'-0"

brick wall for:
SEMA CONSTRUCTION
A-1

STRUCTURAL NOTES
IMPORTANCE/USE FACTOR #1, WIND EXPOSURE B
BUILDING CATEGORY II

THIS STRUCTURE HAS BEEN DESIGNED TO MEET OR EXCEED
THE MINIMUM REQUIREMENTS FOR THE 2010 FLORIDA BUILDING
CODE FOR 139 ULTIMATE, 108 NOMINAL MPH WIND ZONE

The
Wayne Corp.


Oviedo, Florida 32765
(407) 948-8167

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**

M E M O R A N D U M

TO: Central Florida Expressway Authority Board Members

FROM: Robert L. Simon, Jr., Right of Way Counsel 
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: July 24, 2014

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 157 (Parts A & B) (George Arendt) - Recommendation of Approval for Settlement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement with George Arendt (the "Owner"), for the acquisition of Parcel 157 (Parts A & B) (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway. Project 429-202.

DESCRIPTION and BACKGROUND:

The Taking is a whole take consisting of approximately 2.563 acres of land located along the north side of Ponkan Road, approximately 1,100 feet west of Plymouth Sorrento Road, in Orange County. The Property is zoned A-1, Agricultural District, by Orange County. The future land use designation is rural/agricultural. The Property is currently improved with a single-family home constructed in 1974 containing approximately 832 square feet, a 14" x 42" barn containing approximately 588 square feet that was converted into an efficiency apartment, shell/dirt drive, six-foot wood privacy fence, miscellaneous animal pens, a well, septic system and landscaping. See attached Exhibit "A."

CFX's appraisal of the property was prepared by Mr. David K. Hall of Bullard, Hall & Adams, Inc., with a date of value of December 4, 2012. Mr. Hall estimated the value of the Taking to be \$94,000.00. Mr. Hall concluded that the Property's highest and best use as vacant is for residential development. An updated appraisal was prepared by Mr. Hall on November 22, 2013 with a date of value of November 14, 2013. Mr. Hall estimated the value of the Taking to be \$97,900.00 and concluded that the Property's highest and best use as vacant is for residential development. Mr. Hall prepared another update on May 5, 2014 with a date of value of April 21, 2014. Mr. Hall estimated the value of the Taking to be \$97,900.00 and concluded that the Property's highest and best use as vacant is for residential development.

CFX filed its eminent domain action on March 31, 2014.

Central Florida Expressway Authority Board Members
S.R. 429 Wekiva Parkway, Project 429-202; Parcel 157 (Parts A & B) (George Arendt)
July 24, 2014
Page 2 of 2

The parties have been participating in settlement negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcel 157 (Parts A & B). The parties have conditionally agreed to the following settlement terms, subject to Right of Way Committee recommendation and final CFX Board approval:

CFX would pay the Owner, George Arendt, the sum of \$150,000.00. CFX would pay statutory attorneys' fees and expert fees in the amount of \$27,000.00 in accordance with Florida Statutes §73.092(1)(a) and §73.091(1).

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorney's fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the landowner's compensation as provided by Florida Statutes §73.091 and §73.092. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case. The proposed settlement will resolve all pending matters in this case, including the property owner's attorneys fees and expert costs.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the August 5, 2014 meeting. We respectfully request the Board's approval of the proposed settlement in the amount of \$177,000.00 in full settlement of all claims for compensation for the acquisition of Parcel 157 (Parts A & B).

ATTACHMENT:

Exhibit A-Sketch of Subject Property




AERIAL PHOTO
PARCEL 157

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**

M E M O R A N D U M

TO: Central Florida Expressway Authority Board Members

FROM: Robert L. Simon, Jr., Right of Way Counsel 
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: July 24, 2014

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 110 (Stephen H. & B. Susan Griffith) - Recommendation of Approval for Settlement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement with Stephen H. Griffith and B. Susan Griffith (the "Owners"), for the acquisition of Parcel 110 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202.

DESCRIPTION and BACKGROUND:

The Taking consists of approximately 0.999 acres of land within a 3.573 acre parent tract located along the west side of Plymouth Sorrento Road, between Yothers/Lester Road and Orange Blossom Trail (US Hwy 4441) in Orange County. The Property is zoned A-1, Citrus Rural District, by Orange County. The future land use designation is rural/agricultural. The parent tract is currently improved with a two-story residence constructed in 1930 containing approximately 1,708 square feet, a metal warehouse, storage shed, abandoned greenhouses, fencing, gates and other site improvements. The improvements within the Taking include portions of the abandoned greenhouses which will be partially severed by the Taking and fencing. See attached Exhibit "A."

CFX's appraisal of the property was prepared by Mr. Chad G. Durrance of Durrance & Associates, P.A., with a date of value of February 10, 2014. Mr. Durrance estimated the value of the Taking to be \$53,600.00. Mr. Durrance concluded that the Property's highest and best use as vacant is for residential use. The Owners were provided with a copy of CFX's appraisal.

CFX filed its eminent domain action on May 29, 2014. The Order of Taking hearing is currently scheduled for August 27, 2014.

The parties have been participating in settlement negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcel 110. The parties have conditionally

Central Florida Expressway Authority Board Members
S.R. 429 Wekiva Parkway, Project 429-202; Parcel 110 (Stephen H. & B. Susan Griffith)
July 24, 2014
Page 2 of 2

agreed to the following settlement terms, subject to Right of Way Committee recommendation and final CFX Board approval:

CFX would pay the Owners, Stephen H. and B. Susan Griffith, the sum of \$153,000.00. CFX would pay statutory attorneys' fees and expert fees in the amount of \$41,370.00 in accordance with Florida Statutes §73.092(1)(a) and §73.091(1).

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorney's fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the landowners' compensation as provided by Florida Statutes §73.091 and §73.092. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case. The proposed settlement will resolve all pending matters in this case, including the property owners' attorneys fees and expert costs.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the August 5, 2014 meeting. We respectfully request the Board's approval of the proposed settlement in the amount of \$194,370.00 in full settlement of all claims for compensation for the acquisition of Parcel 110.

ATTACHMENT:

Exhibit A-Sketch of Subject Property




AERIAL MAP OF SUBJECT

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**

M E M O R A N D U M

TO: Central Florida Expressway Authority Board Members

FROM: Robert L. Simon, Jr., Right of Way Counsel 
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: July 24, 2014

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 131 (Parts A & B) (Monson)
Recommendation of Approval for Settlement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement with Jeffrey Monson (the "Owner"), for the acquisition of Parcel 131 (Parts A & B) (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Central Florida Expressway Authority ("CFX") took Parcel 131 (Parts A & B) on July 18, 2014 through a Stipulated Order of Taking.

DESCRIPTION and BACKGROUND:

The Taking is a whole take consisting of approximately 3.455 acres of land located along the north side of Yothers Road, approximately 1,000 feet west of its intersection with Plymouth Sorrento Road, in unincorporated Orange County. The Property is zoned A-1, Citrus Rural District, by Orange County. The future land use designation is rural/agricultural. The Property is currently improved with three manufactured homes ranging in size from 896 to 1,716 square feet of heated area, five sheds that range in size from 96 to 700 square feet, hog wire fencing, two gated entrances along Yothers Road, an above ground swimming pool and a covered baseball batting cage. See attached Exhibit "A."

CFX's appraisal of the property was prepared by Mr. Stephen J. Matonis of Integra Realty Resources-Orlando, with a date of value of September 11, 2013. Mr. Matonis estimated the value of the Taking to be \$222,800.00. Mr. Matonis concluded that the Property's highest and best use as vacant is to hold the property for residential development. The Owner was provided with a copy of CFX's appraisal.

CFX filed its eminent domain action on March 31, 2014.

The parties have been participating in settlement negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcel 131 (Parts A & B). The parties have

Central Florida Expressway Authority Board Members
S.R. 429 Wekiva Parkway, Project 429-202; Parcel 131 (Parts A & B) (Jeffrey Monson)
July 24, 2014
Page 2 of 2

conditionally agreed to the following settlement terms, subject to Right of Way Committee recommendation and final CFX Board approval:

CFX would pay the Owner, Jeffrey Monson, the sum of \$330,000.00, less its good faith deposit of \$222,800.00. CFX would pay statutory attorneys' fees and expert fees in the amount of \$58,774.00 in accordance with Florida Statutes §73.092(1)(a) and §73.091(1).

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorney's fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the landowner's compensation as provided by Florida Statutes §73.091 and §73.092. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case. The proposed settlement will resolve all pending matters in this case, including the property owner's attorneys fees and expert costs.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way at the August 5, 2014 meeting. We respectfully request the Board's approval of the proposed settlement in the amount of \$388,774.00 in full settlement of all claims for compensation for the acquisition of Parcel 131 (Parts A & B).

ATTACHMENT:

Exhibit A-Sketch of Subject Property

Tax Map



Aerial Map



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**

M E M O R A N D U M

TO: Central Florida Expressway Authority Board Members

**FROM: Robert L. Simon, Jr., Right of Way Counsel
Winderweedle, Haines, Ward & Woodman, P.A.**



DATE: July 24, 2014

**RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 134 (Parts A, B & C)
Recommendation of Approval for Settlement**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement with Mary L. Harvey and Donald Churaman (the "Owners"), for the acquisition of Parcel 134 (Parts A, B & C) (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202.

DESCRIPTION and BACKGROUND:

The Taking consists of approximately 1.55 acres of land within a 3.69 acre parent tract located along the north side of Yothers Road and west of its intersection with Plymouth Sorrento Road in unincorporated Orange County. The Property is zoned A-1, Citrus Rural District, by Orange County. The future land use designation is rural/agricultural. The Property is currently improved with a single-family residence constructed in 1930 containing approximately 1,814 square feet of heated living area, a carport containing approximately 500 square feet, a storage barn containing approximately 500 square feet, a screened porch containing approximately 300 square feet, a greenhouse containing approximately 140 square feet, landscaping consisting of grass and trees, hog wire fencing and one metal gate. See attached Exhibit "A."

CFX's appraisal of the property was prepared by Mr. Stephen J. Matonis of Integra Realty Resources-Orlando, with a date of value of September 11, 2013. Mr. Matonis estimated the value of the Taking to be \$92,600.00. Mr. Matonis concluded that the Property's highest and best use as vacant is to hold the property for future residential development. The Owners were provided with a copy of CFX's appraisal.

CFX filed its eminent domain action on April 24, 2014.

The parties have been participating in settlement negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcel 134 (Parts A, B & C). The parties

Central Florida Expressway Authority Board Members
S.R. 429 Wekiva Parkway, Project 429-202; Parcel 134 (Parts A, B & C)
July 24, 2014
Page 2 of 2

have conditionally agreed to the following settlement terms, subject to Right of Way Committee recommendation and final CFX Board approval:

CFX would pay the Owners, Mary Harvey and Donald Churaman, the sum of \$113,200.00 for the Taking and the sum of \$85,600.00 for the approximate 2.14 acre remainder tract. CFX would also pay statutory attorneys' fees and expert fees in the amount of \$40,046.00 in accordance with Florida Statutes §73.092(1)(a) and §73.091(1).

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorney's fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the landowners' compensation as provided by Florida Statutes §73.091 and §73.092. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case. The proposed settlement will resolve all pending matters in this case, including the property owners' attorneys fees and expert costs.

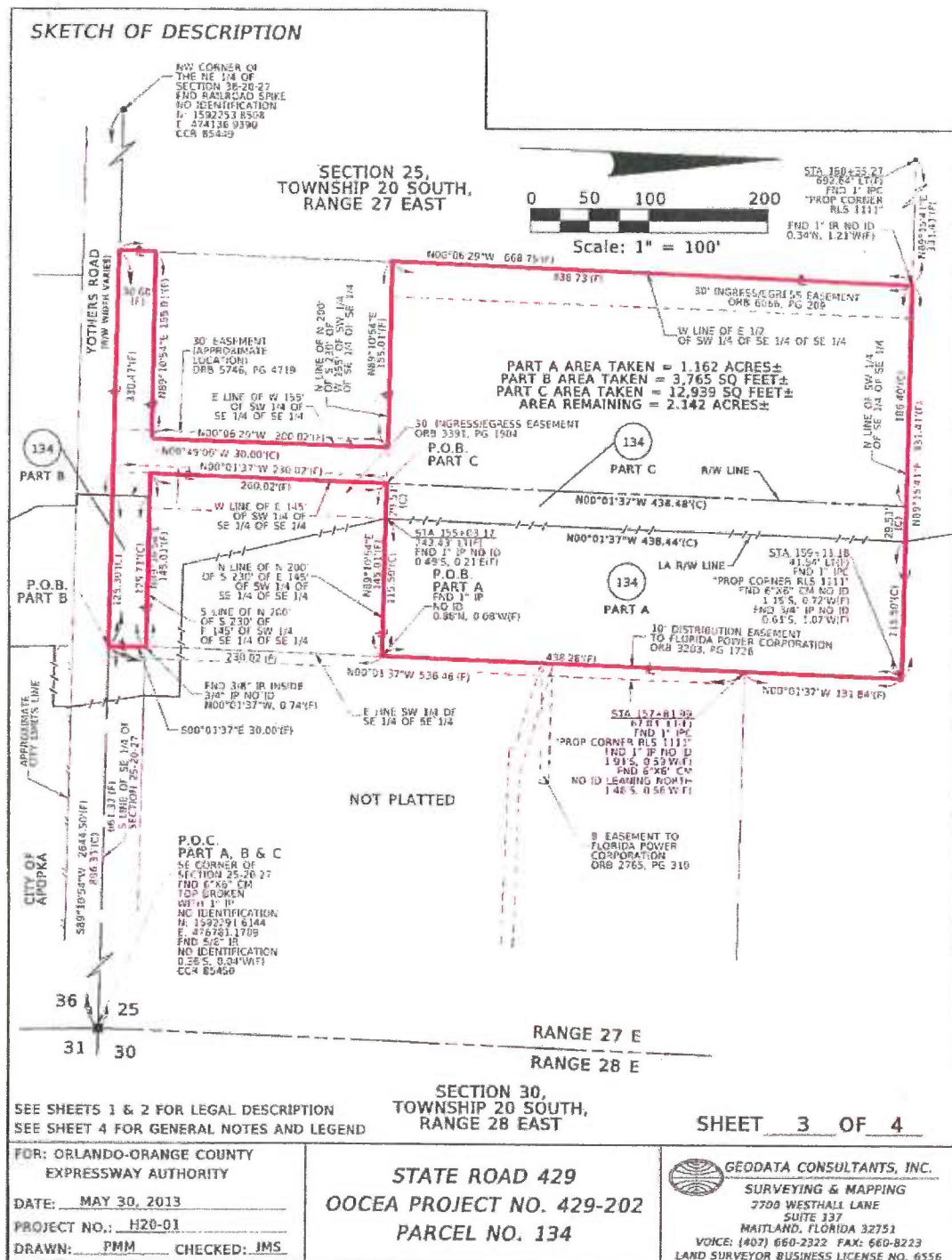
RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the July 15, 2014 meeting. We respectfully request the Board's approval of the proposed settlement in the amount of \$238,846.00 in full settlement of all claims for compensation for the acquisition of Parcel 134 (Parts A, B & C).

ATTACHMENT:

Exhibit A-Sketch of Subject Property

Parcel 134 Sketch




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**

M E M O R A N D U M

TO: Central Florida Expressway Authority Board Members

FROM: Robert L. Simon, Jr., Right of Way Counsel 
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: July 24, 2014

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 132 (Parts A, B & C)
Recommendation of Approval for Settlement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement with Thomas Ward Klinker (the "Owner"), for the acquisition of Parcel 132 (Parts A, B & C) (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202.

DESCRIPTION and BACKGROUND:

The Taking is a whole take consisting of approximately 0.67 acres of land located along the north side of Yothers Road and west of Plymouth Sorrento Road in unincorporated Orange County. The Property is zoned A-1, Citrus Rural District, by Orange County. The future land use designation is rural/agricultural. The Property is currently improved with a single-family residence constructed in 1983 containing approximately 1,392 square feet of gross living area, an unfinished, detached garage and two outside storage sheds. See attached Exhibit "A."

CFX's appraisal of the property was prepared by Mr. Stephen J. Matonis of Integra Realty Resources-Orlando, with a date of value of September 11, 2013. Mr. Matonis estimated the value of the Taking to be \$90,500.00. Mr. Matonis concluded that the Property's highest and best use as vacant is to hold the property for future residential development. The Owner was provided with a copy of CFX's appraisal. In compliance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, the Owner would also be entitled to \$48,733.00 in replacement housing payment additive. The Owner is legally disabled and on a fixed Social Security income.

CFX filed its eminent domain action on April 3, 2014.

Central Florida Expressway Authority Board Members
S.R. 429 Wekiva Parkway, Project 429-202; Parcel 132 (Parts A, B & C)
July 24, 2014
Page 2 of 2

The parties have been participating in settlement negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcel 132 (Parts A, B & C). The parties have conditionally agreed to the following settlement terms, subject to Right of Way Committee recommendation and final CFX Board approval:

CFX would pay the Owner, Thomas Ward Klinker, the sum of \$189,000.00. CFX would pay statutory attorneys' fees and expert fees in the amount of \$18,500.00 in accordance with Florida Statutes §73.092(1)(a) and §73.091(1). The settlement would eliminate the Owner's entitlement to a replacement housing payment additive.

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorney's fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the landowner's compensation as provided by Florida Statutes §73.091 and §73.092. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case. The proposed settlement will resolve all pending matters in this case, including the property owner's attorneys fees and expert costs.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the July 15, 2014 meeting. We respectfully request the Board's approval of the proposed settlement in the amount of \$207,500.00 in full settlement of all claims for compensation for the acquisition of Parcel 132 (Parts A, B & C).

ATTACHMENT:

Exhibit A-Sketch of Subject Property



Suite 1400
390 NORTH ORANGE AVENUE
ORLANDO, FLORIDA 32801
PO BOX 4961 (32802-4961)
TELEPHONE (407) 839-4200
FACSIMILE (407) 425-8377
www.broadandcassel.com

MEMORANDUM

TO: **Central Florida Expressway Authority ("CFX")**
Attn: Darleen Mazzillo

FROM: Robert F. Mallett, L.L.C.

DATE: July 9, 2014

RE: CFX Board Meeting - August 14, 2014

Please place the following item on the CFX Board's Consent Agenda for its August 14, 2014, meeting:

S.R. 408 - Joint Use Ponds - Lake Underhill Road at Goldenrod Road -
Consent to the Execution of Quit-Claim Deed and Easements
Robert F. Mallett, L.L.C., Broad and Cassel
Agreement Amount: No fiscal impact other than nominal recording fees
(Not to Exceed \$300.00).

Request for CFX Board's approval to execute and record the Quit-Claim Deed and Easements, in the forms attached related to the joint use pond located at Lake Underhill and Goldenrod Roads, by and between Central Florida Expressway Authority, Orange County, and the Florida Department of Transportation. There is no compensation to be paid by any of the parties relating to this conveyance, with the only fiscal impact being the nominal recording costs.

These instruments were approved for execution by the Board of the Orlando-Orange County Expressway Authority, and were executed by its authorized representative; however, Orange County did not obtain approval for execution by its Board prior to the CFX transition.

Upon execution by all parties, the instruments will be recorded by the Central Florida Expressway Authority with the Orange County Comptroller.

Prepared by and Return to:
Robert F. Mallett, L.L.C.
Broad and Cassel
390 North Orange Ave., Suite 1400
Orlando, FL 32807

Lake Underhill Road, Goldenrod Road
To Chickasaw Trail

Tax Parcel ID Nos.: 26-22-30-0000-00-131, 26-22-30-0000-00-111

This deed constitutes a conveyance from a state agency to another agency or instrumentality of the state and is not subject to documentary stamp tax.
Department of Revenue Rule 12B-4.104(1), Florida Administrative Code.

QUIT-CLAIM DEED AND
EASEMENT AGREEMENT

THIS QUIT-CLAIM DEED AND EASEMENT AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 2014, by Orange County, a charter county political subdivision of the state of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 ("County") to Central Florida Expressway Authority, a body politic and corporate and an agency of the state established pursuant to Part V of Chapter 348, Florida Statutes, whose mailing address is 4974 ORL Tower Road, Orlando, Florida, 32807 ("CFX").

WITNESSETH:

WHEREAS, CFX and the State of Florida Department of Transportation ("FDOT") previously conveyed certain property more particularly described and referenced in that certain Quit-Claim Deed and Easement Agreement recorded at OR Book 09656, Page 04233 and 04217, respectively, Public Records of Orange County, Florida ("Existing Agreement"); and

WHEREAS, such conveyance from CFX to County was made subject to certain terms and conditions, and was solely for public storm water drainage purposes, including a drainage/retention system (the "Pond") built on the that portion of aforementioned conveyed property as described in Exhibit "A-1", attached hereto and incorporated herein, and on the property more particularly described in the attached and incorporated Exhibit "A-2" (Exhibits "A-1" and "A-2" are attached hereto as Composite Exhibit "A") (the lands described in composite Exhibit "A" shall be referred to collectively as the "Expanded Pond Property"); and

WHEREAS, CFX has notified County that improvement of State Road 408, and/or its interchanges or appurtenant improvements, requires expansion of the storm water capacity of the Pond, which CFX shall design, permit, and construct (the "Expanded Pond"); and

WHEREAS, in accordance with Section 3(iii) of the Existing Agreement, CFX has requested in writing, as detailed in the attached and incorporated Exhibit "B," that County convey at no cost to CFX that portion of the Expanded Pond Property described on Exhibit A-1, including the Pond and improvements thereon, with CFX simultaneously granting perpetual, nonexclusive drainage and retention easements on, over, and in the entirety of the Expanded Pond Property in favor of the County and the State of Florida Department of Transportation ("FDOT"), respectively; and

WHEREAS, the parties find this Agreement to be in the public interest.

NOW, THEREFORE, County does hereby remise, release, and quitclaim unto CFX and its assigns all of County's right, title, and interest in that portion of the Expanded Pond Property described on Exhibit A-1, said land and any improvements thereon being located in Orange County, Florida, to be used solely for public storm water drainage purposes of CFX, County, and FDOT, subject to the terms and conditions set forth herein.

THIS DEED AND CONVEYANCE OF PROPERTY IS GOVERNED BY THE FOLLOWING CONDITIONS:

1. CFX, at its sole cost and expense, has or shall design, permit, and construct the Expanded Pond in accordance with as-built plans labeled Drainage Details Pond B (Joint Use), Sheet No. 137 and 138 and dated and sealed August 10, 2010, prepared by Jacobs Engineering Group, Inc., for CFX as approved by the County, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference (the "Plans") so as to accommodate the storm water drainage requirements of County, CFX, and FDOT, including but not limited to the storm water drainage requirements of County's Lake Underhill Road project between Goldenrod Road and Chickasaw Trail in accordance with the Plans and the capacities set forth in the St. Johns River Water Management District ("SJRWMD") permit for each as of the date of the Plans. CFX will provide County and FDOT copies of any permits and/or modified permits received from regulatory agencies as well as drainage calculations for permitting the Expanded Pond. CFX has already provided a copy of its permit issued by the SJRWMD. Within thirty (30) days of its execution of this Agreement, CFX shall provide County with a permit modification application package with engineering information necessary for County to modify and/or transfer any existing permits for the Pond to CFX and shall cooperate with County as needed to obtain such modifications and/or transfer. CFX shall also assist in responding to any request for additional information ("RAI") from applicable agencies, including the St. Johns River Water Management District, as requested by County.

2. In conformance with the Plans:

(a) CFX shall construct the 36-inch and 48-inch diameter inflow pipes for County's Lake Underhill Road Project from the back of sidewalk up to and including the mitered end sections (MES), in accordance with the Plans; and

(b) CFX shall construct the outfall structure OCS-1 and two 14"x23" pipes up to the back of sidewalk as shown in the Plans. The locations and invert elevations of all pipes shall be as depicted in the Plans.

3. In connection with CFX's construction obligations regarding the Expanded Pond, County shall have the right, but not the obligation, to field-verify the locations and invert elevations of the outfall structure and MES to ensure conformance with the Plans.

4. CFX, at its sole cost and expense, shall be responsible for maintenance or repair of the Expanded Pond in accordance with CFX's standards of maintenance, including routine maintenance of landscaping placed in or around the Expanded Pond Property by the County as set forth in the "County Landscape Plan" as defined below. CFX shall not be responsible for repair of any damage to the land or improvements thereon caused by the County, FDOT or their respective employees, agents, contractors, tenants or licensees; provided the foregoing shall not relieve CFX from its maintenance or repair obligation with regard to the routine use of the Expanded Pond by the County and FDOT as contemplated herein. If CFX fails to so maintain, repair, replace, or reconstruct the Expanded Pond within thirty (30) days after written notice (or, in the event such maintenance or repair shall take more than thirty (30) days, if CFX shall fail to promptly commence such work and thereafter diligently pursue same to completion), then the County shall have the right, but not the obligation, to enter the Expanded Pond Property and perform such maintenance, repair, replacement, or reconstruction of the Expanded Pond, at the expense of CFX. Upon completion any such work by the County, County shall provide CFX with a detailed statement of the costs thereof together with copies of proof of such costs and CFX shall pay or reimburse County for such costs within sixty (60) days after receipt.

5. As a condition of this conveyance and simultaneously with the County's delivery of this Deed and Agreement, CFX shall execute and deliver to County and FDOT perpetual, nonexclusive drainage and retention easements on, over, and in the Expanded Pond in substantially the forms and content attached hereto and incorporated herein as Exhibits "D" and "E", respectively. The aforementioned easements shall be recorded in the Public Records of Orange County, Florida contemporaneously with and immediately after this Deed and Agreement.

6. After CFX's completion of construction of the Expanded Pond CFX shall notify County in writing and County shall thereafter have the right and authority to enter upon, construct, install, and maintain, as County may deem necessary, landscaping as generally described in the County Landscape Plan and a drainage ditch, pipe, system, or facilities in its easement area and County shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe, or facility, out of and away from easement granted to County; provided, however, that County shall coordinate with CFX as to any future construction in the County's easement area and such construction shall not interfere with CFX's normal operation or maintenance of the Expanded Pond and appurtenances thereto. County anticipates installing certain landscaping within its easement, as generally described and depicted on that certain Landscape Planting Plan

Stations 20+40 to 26+40 Orange County Public Works Project 5057 prepared by Landscape Designs Innovations Incorporated and sealed Sept. 26, 2011, as approved by CFX, attached hereto as Exhibit "F" and incorporated herein by reference (the "County Landscape Plan"). County, at its sole cost and expense, shall be responsible for maintenance or replacement of any landscaping installed by County other than as set forth on the County Landscape Plan.

7. CFX shall have the right to construct any future drainage facilities or appurtenances on the Expanded Pond Property as CFX may reasonably deem necessary; provided that such structures shall not interfere with the normal operation or maintenance of County's landscaping or drainage ditch, pipe, or facilities, and shall not be inconsistent with FDOT's easement rights.

8. County shall retain ownership of Parcel #1018, as more particularly described in the attached and incorporated Exhibit "G", at the southern boundary of the Pond and Expanded Pond; provided, however, CFX shall have access to and from the Expanded Pond Property over Parcel #1018.

9. County has entered into that certain Lease Agreement between County and Clear Channel Outdoor, Inc. ("Clear Channel"), effective as of January 1, 2010 and expiring at midnight on December 31, 2014 (the "Billboard Lease") for the billboard located on County-owned property immediately adjacent to the Expanded Pond as more particularly described in the attached and incorporated Exhibit "H" (the "Billboard Parcel"). County shall retain ownership of the Billboard Parcel and continue to enjoy the terms of the Billboard Lease including lease revenue and rights of access to the billboard. CFX shall have the right, but not the obligation, to fence the boundary line between the Expanded Pond Property and the Billboard Parcel. CFX shall provide Clear Channel and/or County, at their respective sole risk, access to the Billboard Parcel over the Expanded Pond Property via the driveway, access route, and gate locations depicted on CFX Exhibit "I" attached hereto and incorporated herein. CFX shall provide gates at least twenty feet (20') wide at the locations as depicted on Exhibit "I" and CFX, County, and/or Clear Channel shall maintain in-line locks on the gates so as to allow any of those parties to open said gates. County shall repair and restore, or cause Clear Channel to repair or restore, any damage to the Expanded Pond Property or improvements thereon caused by the exercise of such party's access rights granted hereunder. CFX shall have no obligations or liabilities whatsoever with respect to such billboard or any costs, claims, damages, or liabilities arising out of or related to the Billboard Lease, any future billboard lease or the billboard occupying the Billboard Parcel pursuant thereto. Each of County and CFX agrees to defend, indemnify, and hold harmless the other party, its officials, and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs, and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or of the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions, and/or negligence of the other party.

10. All easements and conditions contained in this Agreement shall be appurtenant to the lands described herein, shall run with said lands forever, and shall be binding upon, inure to the benefit of, and be enforceable by the legal representatives, successors, and assigns of the parties thereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

CFX

Central Florida Expressway
Authority, a body politic and
corporate and an agency of the state
of Florida.

Signed, sealed and delivered in
the presence of:

By:

Print name:

Print name: _____

Print name:

Title

Date: _____

(Signature of **TWO** Witnesses required by Florida Law)

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared _____ of the Central Florida Expressway Authority, a body politic and corporate and an agency of the state of Florida, well known by me to be, or who has produced _____ as identification, and did (did not) take an oath, the person described in and who executed the foregoing instrument and acknowledged before me that s/he executed the same.

Witness my hand and official seal this _____ day of _____,
20____.

(Notary Seal)

Notary Signature

Printed Notary Name
Notary Public in and for
the county and state aforesaid

My commission expires:

Consent

The State of Florida Department of Transportation hereby states that it has reviewed and consents to the foregoing agreement.

State of Florida Department
of Transportation

Witnesses:

By: _____
<Name>

<Print name>

<Print name>

Attest: _____
Executive Secretary

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ of _____, who is known by me to be the person described herein and who executed the foregoing, this ____ day of _____, 20__. S/he is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Notary Public

Print Name: _____

My Commission Expires: _____

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408, EAST-WEST EXPRESSWAY
PROJECT: 253D - DI
PURPOSE: RETENTION AREA - POND B

LIMITED ACCESS RIGHT-OF-WAY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A parcel of land lying in the Southeast Quarter (1/4) of Section 26, Township 22 South, Range 30 East, being more particularly described as follows:

Commence at the South Quarter (1/4) corner of said Section 26; thence N00°29'18"W along the West line of said Southeast Quarter for 200.01 feet; thence N89°58'49"E for 60.00 feet to a point on the east right-of-way line of Goldenrod Road as shown on the Orlando-Orange County Expressway Authority East-West Expressway Section 3 Right-of-Way Plans, dated 08/27/74, said point being the POINT OF BEGINNING; thence continue N89°58'49"E for 25.93 feet; thence N31°23'03"E for 38.48 feet; thence N23°03'42"E for 16.39 feet; thence N09°15'17"E for 9.00 feet; thence N00°15'11"W for 45.55 feet; thence N90°00'00"W for 23.12 feet to a point on the boundary of Parcel 9020 as described in that Quit-Claim Deed and Easement Agreement recorded in Official Records Book 9656, Page 4233 of the Public Records of Orange County, Florida; thence along the boundary of said Parcel 9020 for the following six (6) courses: run N11°20'02"E for 47.12 feet; thence N63°41'32"E for 334.17 feet; thence S57°20'49"E for 48.18 feet; thence N63°41'32"E for 247.30 feet; thence S00°27'56"E for 2.34 feet; thence continue S00°27'56"E for 246.82 feet to a point on the boundary of Parcel 9018 as described in said Quit-Claim Deed and Easement Agreement; thence along the boundary of said Parcel 9018 for the following four (4) courses: run S00°27'56"E for 265.92 feet; thence S89°58'49"W for 565.97 feet; thence N47°40'18"W for 52.68 feet to a point on the aforesaid east right-of-way line; thence N00°29'18"W along said east right-of-way line for 99.52 feet to the POINT OF BEGINNING.

Containing 5.309 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any SR 408 right-of-way property which may otherwise accrue to any property adjoining said right-of-way.

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

EXHIBIT

J. Vance Carper, Jr. PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Date: 03/14/12
Scale: N/A
Job No.:
F.B.: N/A
Drawn By: NPC, VS
Ckd. By: JVC
Sheet 1 of 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408, EAST-WEST EXPRESSWAY
PROJECT: 253D - DI
PURPOSE: RETENTION AREA - POND B

ESTATE: FEE SIMPLE

S00°27'56"E 2.34'

S.R. 408
EAST-WEST EXPRESSWAY
(R/W VARIES)

S57°20'49"E
48.18'

N63°41'32"E 247.30'

BOUNDARY OF PARCEL 9020
PER O.R. 9656, PG. 4233

N63°41'32"E 334.17'

N90°00'00"W 23.12

NOO° 15' 11" W 45.55

N09°15'17"E 9.00'

23°03'42"E 16.39'

41°23'03"E 38.48'

058' 49"E 25.93'

1°29'18"W 99.52'

147°40'18"W 52.68'

BOUNDARY OF PARCEL 9018
PER O.R. 9656, PG. 4233

S89°58'49"W 565.97'

LAKE UNDERHILL ROAD
(R/W VARIES)

P. O. C.
SOUTH 1/4 CORNER OF SECTION 26,
TWP. 22 S., RNG. 30 E.

LEGEND

R/W-RIGHT-OF-WAY
O.R.-OFFICIAL RECORDS BOOK
PG.-PAGE(S)
S.R.-STATE ROAD
P.O.C.-POINT OF COMMENCEMENT
P.O.B.-POINT OF BEGINNING
SEC.-SECTION
TWP.-TOWNSHIP
RNG.-RANGE
L.A.-LIMITED ACCESS
R/W-RIGHT-OF-WAY

Date: 03/14/12
Scale: 1" = 100'
Job No.:
F.B.: N/A
Drawn By: NPC, VS
Ckd. By: JVC
Sheet 2 of 2

THIS IS NOT A SURVEY
ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

NOTES:
1. BEARINGS ARE BASED ON THE WEST LINE OF
THE SOUTHEAST 1/4 OF SECTION 26,
TOWNSHIP 22, RANGE 30 EAST, ORANGE COUNTY,
FLORIDA, BEARING N00°29'18"W.

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408, EAST-WEST EXPRESSWAY
PROJECT: 253D - DI
PURPOSE: RETENTION AREA - POND B

ESTATE EASEMENT

LEGAL DESCRIPTION

A parcel of land lying in the Southeast Quarter (1/4) of Section 26, Township 22 South, Range 30 East, being more particularly described as follows:

Commence at the South Quarter (1/4) corner of said Section 26; thence N00°29'18"W along the West line of said Southeast Quarter for 200.01 feet; thence N89°58'49"E for 70.00 feet to a point on the east right-of-way line of Goldenrod Road as shown on the Orlando-Orange County Expressway Authority East-West Expressway Section 3 Right-of-Way Plans, dated 08/27/74; thence N11°20'02"E for 151.51 feet to the northwest corner of Parcel 9020 as described in that Quit-Claim Deed and Easement Agreement recorded in Official Records Book 9656, page 4233 of the Public Records of Orange County, Florida, said point being the POINT OF BEGINNING; thence N49°03'33"E for 43.83 feet; thence N62°46'48"E for 593.91 feet to a point on the north projection of the east line of said parcel 9020; thence S00°27'56"E along said north projection for 68.68 feet, to the northeast corner of said Parcel 9020; thence along the north line of said Parcel 9020 for the following three (3) courses: run S63°41'32"W for 247.30 feet; thence N57°20'49"W for 48.18 feet; thence S63°41'32"W for 334.17 feet to the POINT OF BEGINNING.

Containing 20,650 square feet, more or less.

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. L

EXHIBIT

A-2

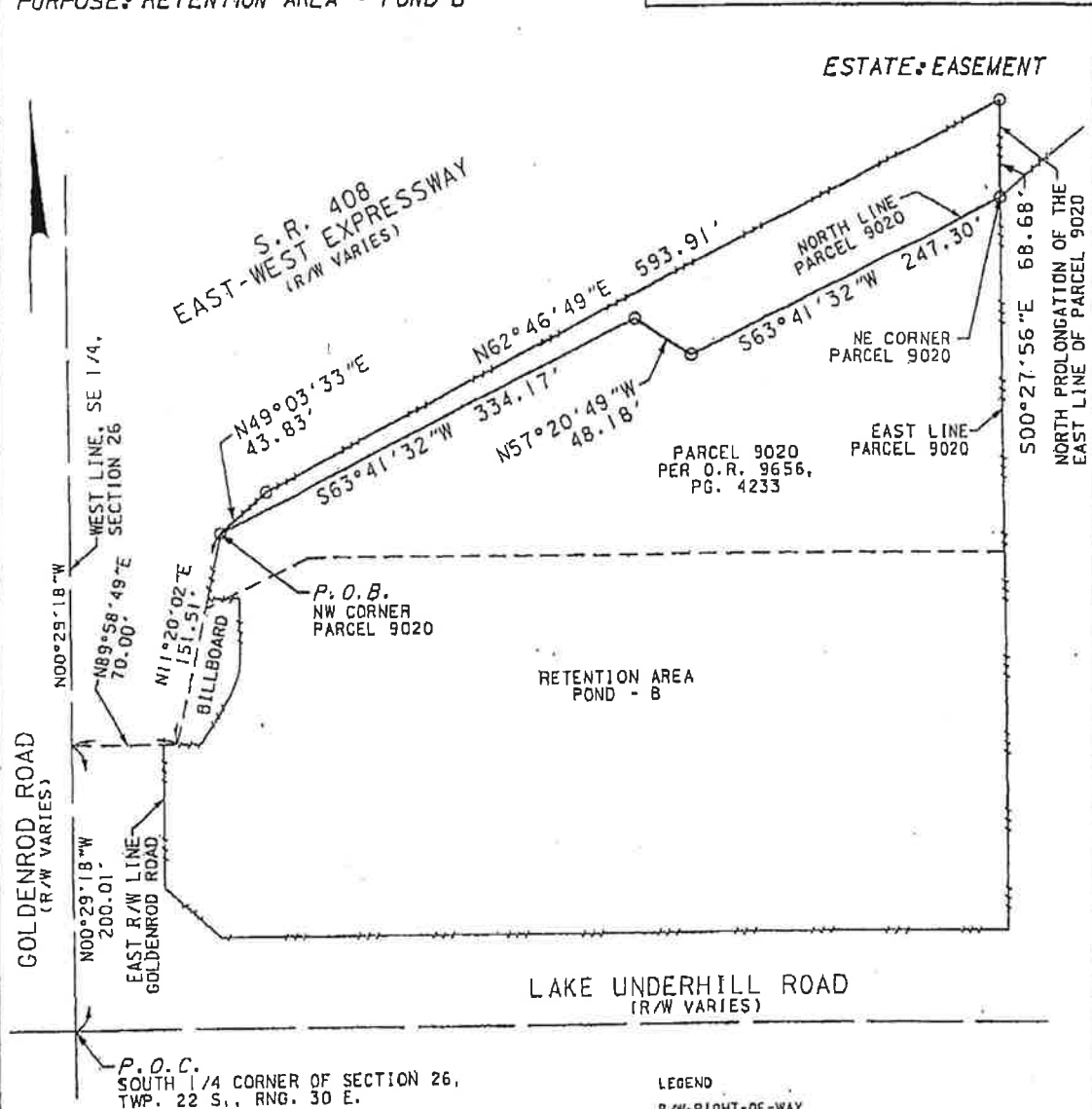
J. Vance Carper, Jr., PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Date: 04/18/12
Scale: N/A
Job No.:
F.B.#: N/A
Drawn By: HPC
Ckd. By: JVC
Sheet 1 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408, EAST-WEST EXPRESSWAY
PROJECT: 253D - DI
PURPOSE: RETENTION AREA - POND B



THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 22, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEARING $N00^{\circ}29'18''W$.

LEGEND

R/W - RIGHT-OF-WAY
O.R. - OFFICIAL RECORDS BOOK
PG. - PAGE(S)
S.R. - STATE ROAD
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
SEC. - SECTION
TWP. - TOWNSHIP
RNG. - RANGE
L.A. - LIMITED ACCESS
R/W - RIGHT-OF-WAY

Date: 04/18/12
Scale: 1" = 100'
Job No.:
F.B.: N/A
Drawn By: HPC
Ckd. By: JVC
Sheet 2 of 2



ORLANDO - ORANGE COUNTY

4974 ORL TOWER RD., ORLANDO, FLORIDA 32807
TELEPHONE (407) 690-3000 • FAX (407) 690-3011 • WWW.OOCEA.COM

November 1, 2010

Roberta Alfonso, Esq.
Orange County Attorney's Office
P.O. Box 1393
Orlando, FL 32802-1393

Re: Request for conveyance of Orange County interest in joint use pond
At S.R. 408, Lake Underhill Road and Goldenrod Road

Dear Ms. Alfonso:

The Orlando-Orange County Expressway Authority ("OOCEA") hereby confirms that it intends to expand and improve State Road 408 ("SR 408") as part of its 253D-D1 project ("SR 408 Project"). These improvements to SR 408 require expansion of the storm water capacity of the pond located at the northeast corner of the intersection of Lake Underhill Road and Goldenrod Road which is the subject of agreements among OOCEA, Orange County, Florida ("County"), and the State of Florida's Department of Transportation ("FDOT").

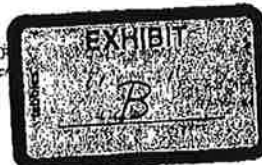
In accordance with Section 3 (iii) of the Quit-Claim Deed and Easement Agreement ("OOCEA Agreement") executed March 4, 2008 between the OOCEA and County and recorded at OR Book 9656, Page 4233 of the Public Records of Orange County, Florida, OOCEA hereby requests that County convey to OOCEA, at no cost, the land described in Exhibits "A" and "B" of the OOCEA Agreement, attached hereto for ease of reference and hereinafter collectively referred to as the "Pond." The Pond together with an additional parcel owned by OOCEA and more particularly described in the attached Exhibit "C" shall collectively be referred to as the "Expanded Pond." Pursuant to this request and in accordance with (i) said OOCEA Agreement, and (ii) that certain Public Purpose Quit Claim Deed and Easement Agreement executed March 4, 2008 between the State of Florida, by and through FDOT, and County ("FDOT Agreement") and recorded at OR Book 9656 Page 4217 of the Public Records of Orange County, Florida, OOCEA agrees that it is requesting this conveyance subject to the following understandings:

- 1) This letter sets forth the general understanding of the County and OOCEA with respect to this transaction; however, conveyance of the Pond and easements contemplated by this letter shall be pursuant to the terms and conditions of a Quit-Claim Deed and Easement Agreement between County and OOCEA, to be executed as soon as reasonably practicable after all necessary approvals of the County, FDOT and the OOCEA Board, which shall detail the parties' respective rights and obligations regarding the Expanded Pond. County, at County's sole cost and expense, shall prepare all legal descriptions and sketches of legal descriptions necessary for the Deed easement documents contemplated in this transaction, which legal descriptions and sketches of legal descriptions shall be subject to review and approval by FDOT and OOCEA, as applicable.

WALTER A. KETCHAM, JR.
Chairman

TANYA J. WILDER
Vice Chairman

MAJ
Sec



WNS, P.E.
ment of
for

RICHARD T. CROTTY
Ex Officio
Orange County

MICHAEL SNYDER, P.E.
Executive Director

November 1, 2010
Roberto Alfonso, Esq.
Page 2

- 2) OOCEA shall, at its cost, construct the Expanded Pond in accordance with those certain plans and specifications for Drainage Detail Pond B (Joint Use) dated August 10, 2010, prepared by Jacobs Engineering Group, Inc. for OOCEA and approved by the County (the "Plans") so as to accommodate the drainage needs of (a) the ultimate configuration for the S.R. 408 Project, (b) County's Lake Underhill Road project and (c) Goldenrod Road (State Road 551) in the capacities as provided in the St. Johns River Water Management District ("SJRWMD") permit for each as of the date of the Plans.
- 3) OOCEA will complete construction of the Expanded Pond concurrently with completion of the S.R. 408 Project which is estimated to be completed by December 2011, and OOCEA will endeavor in good faith to meet that completion date.
- 4) OOCEA will convey to both County and FDOT a perpetual, non-exclusive drainage and retention easement on, over, and in the Expanded Pond to accommodate the capacities in accordance with the Plans and the SJRWMD permit for each as of the date of the Plans. OOCEA and County acknowledge that the form of the easement to FDOT shall be subject to review and approval by FDOT.
- 5) OOCEA will be responsible for maintenance of the Expanded Pond in accordance with OOCEA's standards of maintenance but shall not be responsible in any manner whatsoever for County's landscaping, for maintaining or replacing any landscaping placed in or around the Expanded Pond by the County nor for any damage to the land or improvements thereon caused by the County, FDOT or their respective employees, agents, contractors, tenants or licensees. Without limiting the foregoing, County shall have the right to install five (5) trees as depicted on those certain plans and specifications prepared for County to be approved by OOCEA (the "County Landscape Plans") but County shall clearly delineate the area of any landscaping installed by County in the County's easement area.
- 6) OOCEA will provide County and FDOT copies of any permits and/or modified permits received from regulatory agencies as well as drainage calculations for permitting the Expanded Pond. OOCEA has already provided a copy of its permit issued by the SJRWMD.
- 7) County has recently entered into that certain Lease Agreement between County and Clear Channel Outdoor, Inc., effective as of January 1, 2010 and expiring at midnight on December 31, 2014 for the billboard located on County-owned property immediately adjacent to the Expanded Pond. County shall prepare a legal description excepting out the parcel on which the billboard is located and any necessary access thereto and County shall retain ownership of such property and continue to enjoy the terms of said lease including lease revenue and rights of access to the billboard. OOCEA shall have no obligations or liabilities whatsoever with respect to such billboard and County shall release, indemnify and hold harmless OOCEA with respect to any claims, costs, damages or loss related to the billboard or County's lease thereof.

November 1, 2010
Roberto Alfonso, Esq.
Page 3

Should you have any questions or comments regarding this, please contact Glenn Pressimone, P.E., of OOCBA, or our counsel, Robert F. Mallett, of the firm of Broad and Cassel.

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

By: 

Michael Snyder, P.E.
Executive Director

cc: Tim Laubach, Esquire, FDOT
Joseph L. Passiatore, Esquire
Joseph A. Berenis, P.E.
Glenn M. Pressimone, P.E.
Robert F. Mallett, L.L.C.

4872-7739-3159.1
RPM nn

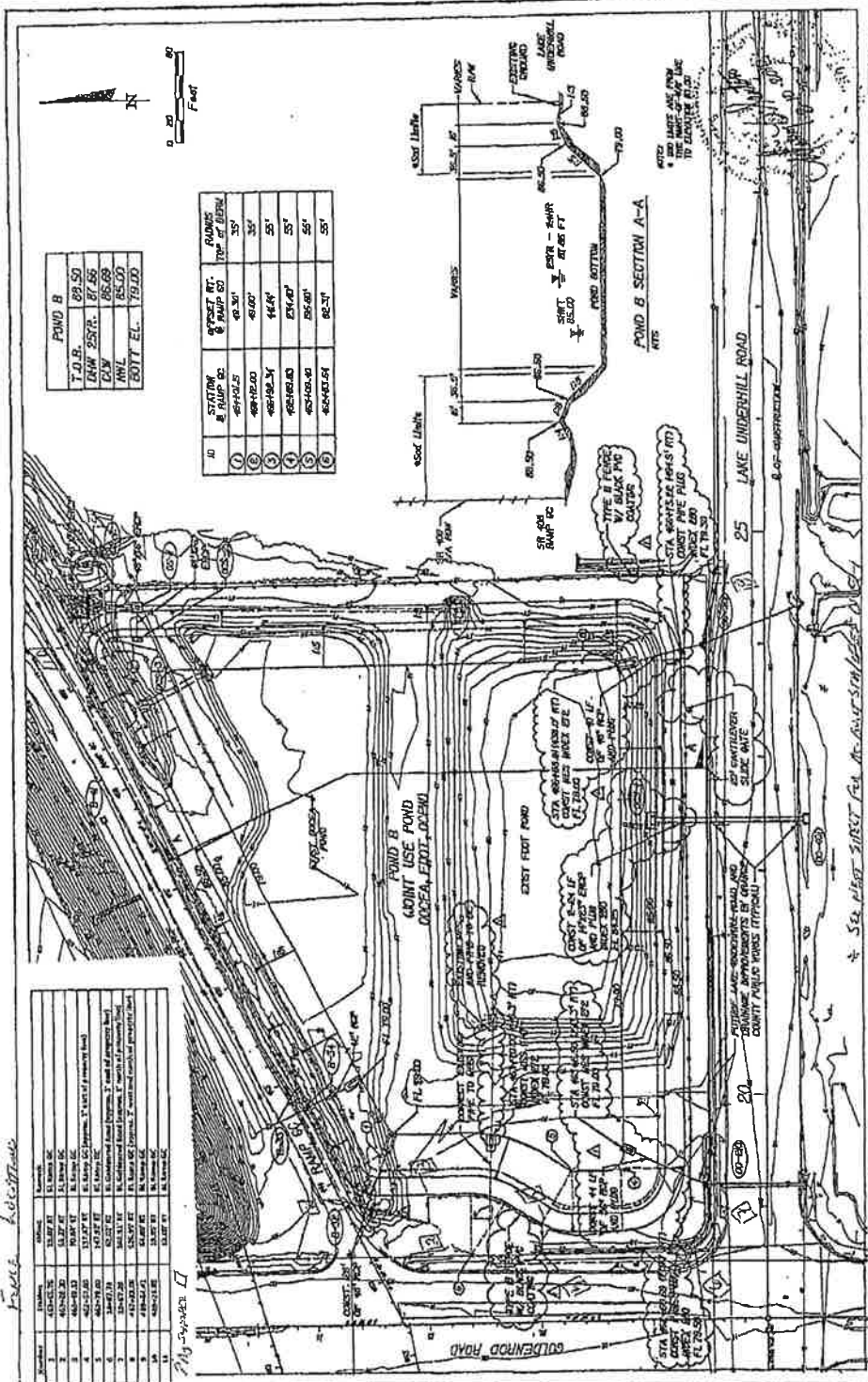
Free Estimate

Station	Station	Station	Station
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
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37	38	39	40
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45	46	47	48
49	50	51	52
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61	62	63	64
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97	98	99	100

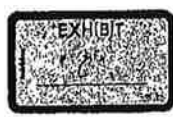
21/1/2022

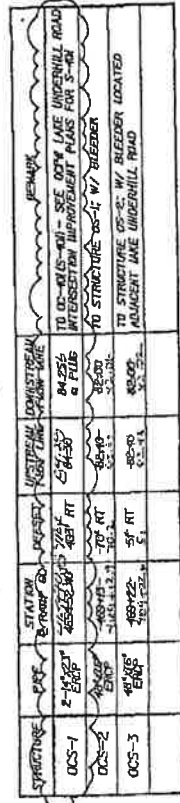
POND B	
T.O.B.	89.50
DNW 25%.	87.55
DNW	85.69
BNL	85.00
BOTT EL.	79.00

ID	STATION	POST RT.	POST RT.	POST RT.
1	48+12.5	48.50	48.50	55'
2	48+12.5	48.50	48.50	55'
3	48+12.5	48.50	48.50	55'
4	48+12.5	48.50	48.50	55'
5	48+12.5	48.50	48.50	55'
6	48+12.5	48.50	48.50	55'



DRAINAGE DETAILS POND B COUNT USE DETAIL	
SHEET NO. 137	PROJECT NO. 25 LAKE UNDERHILL ROAD
PREPARED BY JACOBS ENGINEERING GROUP, INC.	CHECKED BY JACOBS ENGINEERING GROUP, INC.
DESIGNED BY JACOBS ENGINEERING GROUP, INC.	DATE 02/10/22
DRAWN BY JACOBS ENGINEERING GROUP, INC.	SCALE AS SHOWN
PROJECT LOCATION 25 LAKE UNDERHILL ROAD	PROJECT NO. 25 LAKE UNDERHILL ROAD
PROJECT NAME 25 LAKE UNDERHILL ROAD	PROJECT NO. 25 LAKE UNDERHILL ROAD
PROJECT NO. 25 LAKE UNDERHILL ROAD	PROJECT NO. 25 LAKE UNDERHILL ROAD





NOTE:
THE COST OF GROUT FILL, FIREBLOCKS, SKIMCOATS WITH ASSOCIATED HARDWARE, PC PIPE AND FITTINGS, AND CONCRETE PAVING SHALL BE INCLUDED IN THE COST OF BUILT.

[illegible]

Prepared by and Return to:
Robert F. Mallett, L.L.C.
Broad and Cassel
390 North Orange Ave., Suite 1400
Orlando, FL 32807

Project: Lake Underhill Road
(Goldenrod Road to Chickasaw Trail)

NON-EXCLUSIVE DRAINAGE EASEMENT

THIS INDENTURE, made this ____ day of _____, A.D. 2014, by Central Florida Expressway Authority, a body politic and corporate, and an agency of the state established pursuant to Part V of Chapter 348, Florida Statutes, whose mailing address is 4974 ORL Tower Road, Orlando, Florida, 32807, GRANTOR, to ORANGE COUNTY, a charter county and a political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of one dollar (\$1.00) and other valuable considerations paid by GRANTEE, the receipt whereof are hereby acknowledged, does hereby give and grant to GRANTEE and its assigns a non-exclusive easement for drainage and landscaping purposes, including retention, accumulation, drainage, discharge, flowage, and passage of water and storm water as is or may from time to time occur or be generated from GRANTEE's property, with full authority to enter upon, construct, install, and maintain, as GRANTEE and its assigns may deem necessary, landscaping and a drainage ditch, pipe, or facility in, over, under, through, and upon the following described lands situate in Orange County, to-wit:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

a portion of

26-22-30-0000-00-131

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe, or facility, out of and away from the herein granted easement, and GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of GRANTEE's landscaping or drainage ditch, pipe, or facility.



Project: Lake Underhill Road
(Goldenrod Road to Chickasaw Trail)

IN WITNESS WHEREOF, GRANTOR has hereto set its hand on the day and year first
above written.

Central Florida Expressway Authority,
a body politic and corporate, and
an agency of the state, under the laws of the
State of Florida

Signed, sealed, and delivered
in the presence of:

Witness

Printed Name

Witness

Printed Name

BY: _____

Print Name

Title

Date: _____

(Signature of TWO Witnesses required by Florida Law)

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and
county aforesaid to take acknowledgements, personally appeared _____, of the
Central Florida Expressway Authority, a body politic and corporate, and an agency of the State, of
Florida, well known by me to be, or who has produced _____ as identification, and
did (did not) take an oath, the person described in and who executed the foregoing instrument and
s/he acknowledged before me that s/he executed the same.

Witness my hand and official seal this _____ day of _____, 20____.

(Notary Seal)

Notary Signature

Printed Notary Name
Notary Public in and for the county
and state aforesaid
My commission expires:

Prepared by and Return to:
Robert F. Mallett, L.L.C.
Broad and Cassel
390 North Orange Ave., Suite 1400
Orlando, FL 32807

Project: Lake Underhill Road
(Goldenrod Road to Chickasaw Trail)

NON-EXCLUSIVE DRAINAGE EASEMENT

THIS INDENTURE, made this ____ day of _____, A.D. 2014, by Central Florida Expressway Authority, a body politic and corporate, and an agency of the state established pursuant to Part V of Chapter 348, Florida Statutes, whose mailing address is 4974 ORL Tower Road, Orlando, Florida, 32807, GRANTOR, to State of Florida Department of Transportation, whose mailing address is 719 South Woodland Boulevard, DeLand, FL 32720, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of one dollar (\$1.00) and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, an easement for drainage purposes, including retention, accumulation, drainage, discharge, flowage, and passage of water and storm water as is or may from time to time occur or be generated from GRANTEE's property, with full authority to enter upon, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage ditch, pipe, or facility, to accommodate the storm water drainage requirements of Orange County, GRANTOR and GRANTEE, in accordance with those certain plans and specifications dated _____, 20__, prepared by _____ for GRANTOR and approved by the GRANTEE and incorporated herein by reference (the "Plans") and the capacities set forth in the St. Johns River Water Management District ("SJRWMD") permit for each as of the date of the Plans, over, under, and upon the following described lands situate in Orange County, to-wit:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

a portion of

26-22-30-0000-00-131

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe, or facility, out of and away from the herein granted easement, and the GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the drainage ditch, pipe, or facility.



IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by _____, its _____

Central Florida Expressway Authority,
a body politic and corporate, and
an agency of the state, under the laws of the
State of Florida

Signed, sealed, and delivered
in the presence of:

Witness

Printed Name

Witness

Printed Name

(Signature of TWO Witnesses required by Florida Law)

STATE OF _____
COUNTY OF _____

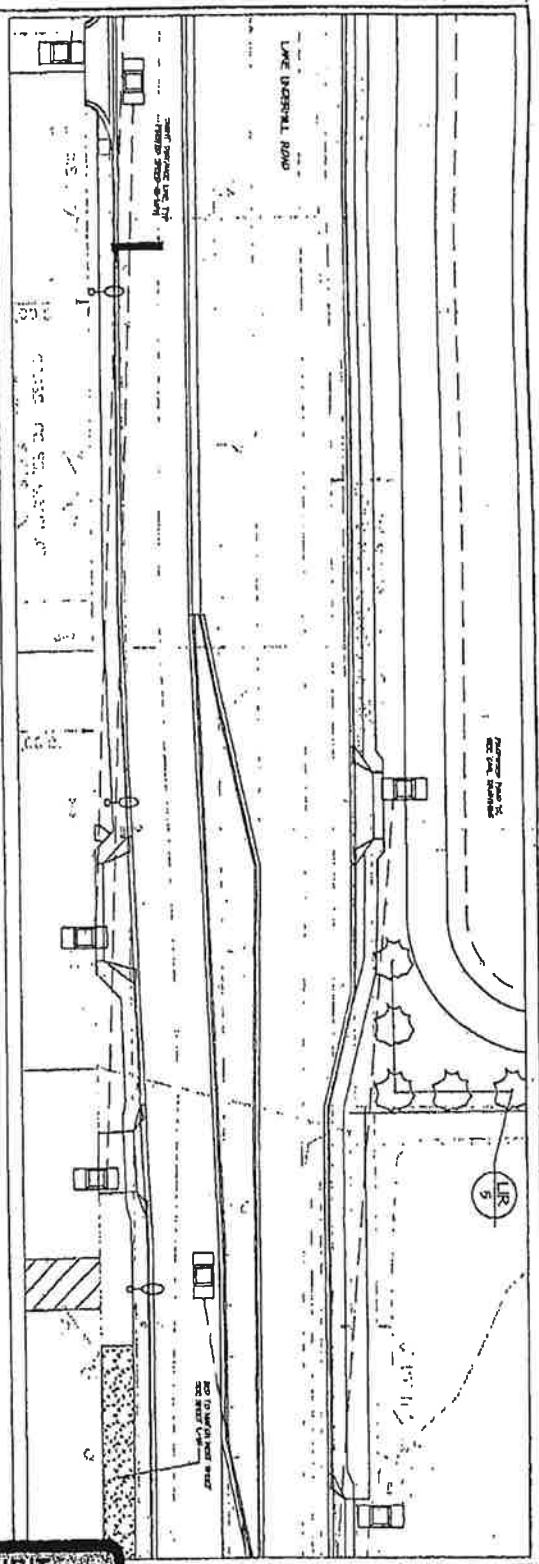
I HEREBY CERTIFY, that on this day of, before me personally appeared _____,
as _____ of the Central Florida Expressway Authority, a body politic and corporate,
and an agency of the state, by me known to be, or who has produced _____ as
identification, and did (did not) take an oath, the individual and officer described in and who executed the
foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such
officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and
the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this _____ day of _____, 20____.

(Notary Seal)

Notary Signature

Printed Notary Name
Notary Public in and for
the county and state aforesaid
My commission expires:

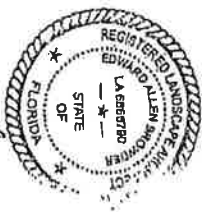


NOTES

PLAN 1/8"=1'-0" (1/8"=1'-0")
 PLOTTED AND DESIGN SPEED IS 45 MPH

LEGEND

SHEET DISTANCE LINE
 DISTANCE STREET LIGHT



1"=10'

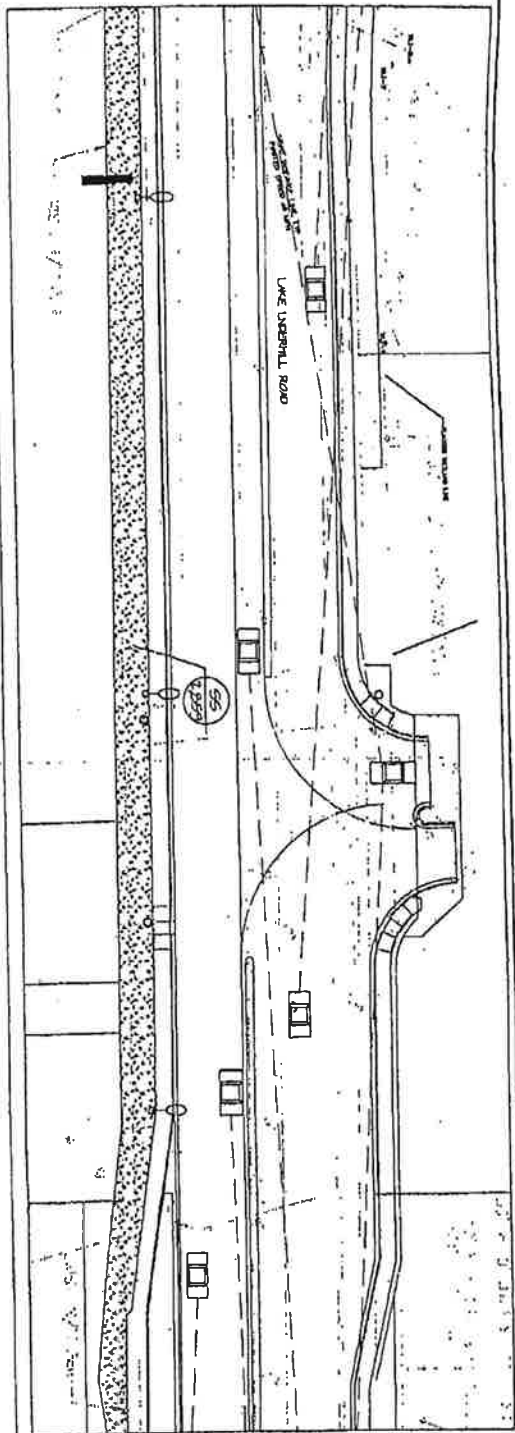
Ed A. Shover
 9-26-11

DATE	REVISIONS	DATE	DESCRIPTION
1/24/10	1		ISSUED FOR CONSTRUCTION
3/7/11	2		REVISED TO SHOW CHANGES

ORANGE COUNTY PUBLIC WORKS

LANDSCAPE PLANTING PLAN
 STATIONS 20+40 TO 26+40





NOTES

PA 14500-1-50-A

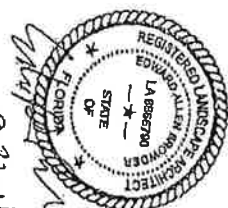
POSTED AND DESIGN SPEED IS 45 MPH

LEGEND

STREET DISTANCE LINE



EXISTING STREET LIGHT



N
111 A

DATE		REVISIONS		Landscape Architecture		ORANGE COUNTY PUBLIC WORKS		LANDSCAPE PLANTING PLAN		SHEET NO.	
4/22/10		DATE		PROJECT NO.		PROJECT NO.		STATIONING 26+00 TO 27+20		L-115	
PROJECT NAME		DATE		PROJECT NO.		PROJECT NO.		STATIONING 26+00 TO 27+20		L-115	
PROJECT NAME		DATE		PROJECT NO.		PROJECT NO.		STATIONING 26+00 TO 27+20		L-115	

DATE	THROW TIME	SWIM TIME	SWIM	SWIM	SWIM
10/10/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/11/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/12/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/13/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/14/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/15/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/16/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/17/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/18/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/19/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/20/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/21/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/22/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/23/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/24/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/25/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/26/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/27/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/28/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/29/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/30/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00
10/31/2008	1:00:00	1:00:00	1:00:00	1:00:00	1:00:00

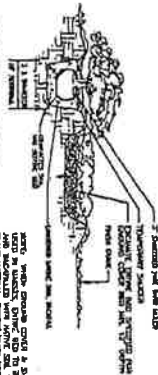
[illegible]

Age in	Year	Lat	Shore
1964	Laurel, Vermont (11 miles seaward of Mt.)	44°	11
1964	Laurel, Vermont (11 miles seaward of Mt.)	44°	11
1964	Laurel, Vermont (11 miles seaward of Mt.)	44°	11
1964	Laurel, Vermont (11 miles seaward of Mt.)	44°	11

Age in	Year	Lat	Shore
1964	Laurel, Vermont (11 miles seaward of Mt.)	44°	11
1964	Laurel, Vermont (11 miles seaward of Mt.)	44°	11
1964	Laurel, Vermont (11 miles seaward of Mt.)	44°	11
1964	Laurel, Vermont (11 miles seaward of Mt.)	44°	11

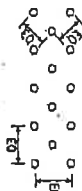
SP
BY
ON
CR
BY
CCH
EC
STO
GTS

STOCKS UP/ST
FED RES HIK
HKS STOCKS RISE
CUTS CLOSING
CUTS FEAR FALL
FALLS IN BUSINESS
CONFIDENCE FALLS
BANK REPLY MIXED
DO CLOSING
STANDING FIVE-SEVEN STOCK MARKET
GAINS CLOSING

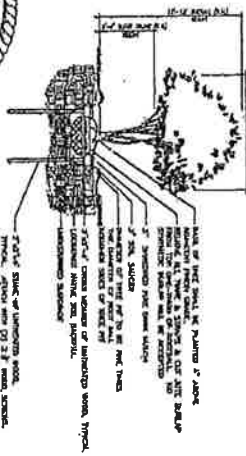


THE END

NOTE: WITH GROUPS OVER 10, SEATING ARE USED IN QUARTS, DINING, AND TO BE DISBURSED AND RECALLED WITH ANOTHER SET TO RECORD PLANT MATERIAL, EXCEPT WHEN SPECIFIED.



NOTES ON CONTRIBUTORS



NOTE - STEEL TOWERED TRUSS STAKES ARE QUANTIFIED FOR WOOD PILES.

PM 145033-1-50-a

DATE		REVISIONS		L and D Seal, Incorporated 10000 1st Avenue San Diego, CA 92126 Tel: (619) 591-1111 Fax: (619) 591-1112	
PROJECT		PNC		ORANGE COUNTY PUBLIC WORKS	
SUBMITTER'S PROJECT NUMBER		0000000000		PLANT MATERIALS AND SCHEDULES	
SUBMITTER'S COMPANY ADDRESS		FLO 10		USE ORANGE COUNTY STANDARD SPECIFICATIONS FOR PLANT MATERIALS	
		FLO 10		S057	
				L-140	

SCHEDULE "A"
LAKE UNDERHILL ROAD AT GOLDENROD ROAD
PARCEL: 1018
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 28; THENCE NORTH 00°12'18" WEST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 28 A DISTANCE OF 200.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 100.00 FEET OF SAID SOUTHEAST 1/4 OF SECTION 28; THENCE NORTH 89°25'49" EAST ALONG SAID NORTH LINE A DISTANCE OF 50.00 FEET TO A POINT ON A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 28 AND THE EASTERLY RIGHT OF WAY LINE OF GOLDENROD ROAD; THENCE SOUTH 00°29'18" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 99.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47°40'18" EAST A DISTANCE OF 32.50 FEET TO A POINT ON A LINE 35.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 28; THENCE NORTH 89°04'49" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 543.97 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28; THENCE SOUTH 00°27'56" EAST ALONG SAID EAST LINE A DISTANCE OF 15.00 FEET TO A POINT ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 28 AND THE NORTHERLY RIGHT OF WAY LINE OF LAKE UNDERHILL ROAD; THENCE SOUTH 89°58'49" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 533.51 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF GOLDENROD ROAD; THENCE NORTH 88°28'27" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 15.10 FEET TO A POINT; THENCE NORTH 00°29'18" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 40.48 FEET TO THE POINT OF BEGINNING.

-CONTAINING 9880 SQUARE FEET, MORE OR LESS.

GENERAL NOTES:

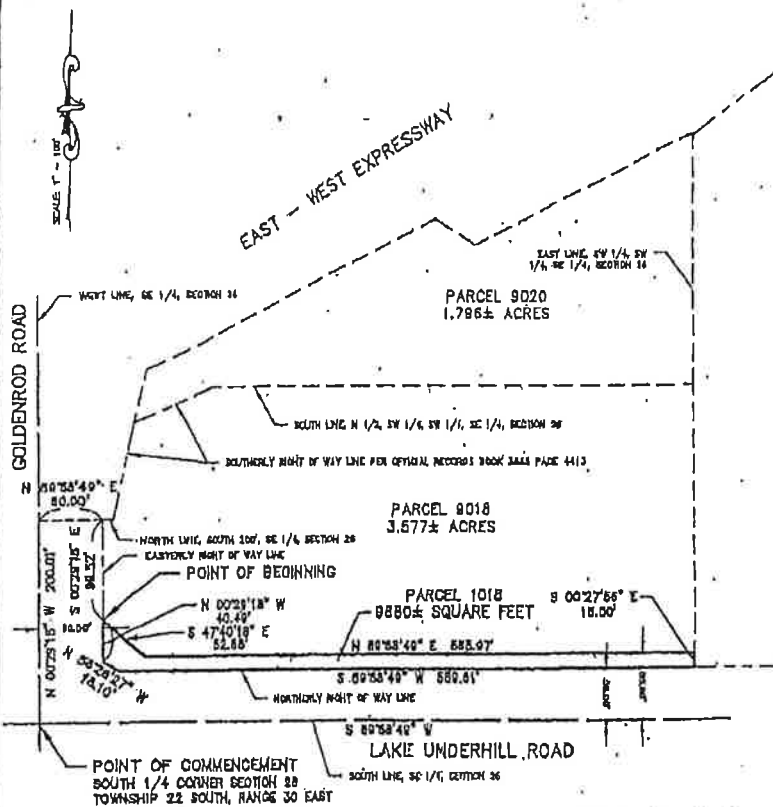
1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A SURVEY.
2. THE SURVEYOR HAS NOT APPROVED THE LINES SHOWN HEREIN FOR EASEMENTS AND OR RIGHT-OF-WAY RECORDS.
3. THE BEARINGS WERE MEASURED ON THE BASE OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 30 EAST BEING NORTH 00°12'18" EAST.
4. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RANDED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
5. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

PAGE 1 OF 2

For ORANGE COUNTY REVISION Date: JUNE 30, 2004 07/25/2004 Project No.: 002-08 Drawn: WEB Chkd: HPV		LEGAL DESCRIPTION FOR LAKE UNDERHILL ROAD AT GOLDENROD ROAD	 GEORGIA CONSULTANTS, INC. SURVEYING & MAPPING 3708 YANTHILL LANE SUITE 111 ATLANTA, GEORGIA 30328 PHONE: (404) 512-8228 FAX: 540-8228 Local Surveys: Surveys Since 1938
---	--	---	--



SKETCH OF DESCRIPTION
 NOT A BOUNDARY SURVEY
 LAKE UNDERHILL ROAD AT GOLDENROD ROAD
 PARCEL: 1018
 PURPOSE: RIGHT OF WAY
 ESTATE: FEE SIMPLE



PAGE 2 OF 2

Fort ORANGE COUNTY Date: JUNE 30, 2004 Project No.: 007-05 Drawn: WFB Chkd: HJV	REVISIONS: 01/14/2004 06/17/2004 10-12-04	GEORGINA CONSULTANTS, INC. SURVEYING & MAPPING 8709 VENTHILL LANE SUITE 107 MOUNTAIN VIEW, FLORIDA 32754 PHONE: (407) 889-2525 FAX: 840-4222 E-mail: info@georginaconsultants.com
--	--	---

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land lying in the Southeast Quarter (1/4) of Section 26, Township 22 South, Range 30 East, being more particularly described as follows:

Commence at the South Quarter (1/4) corner of said Section 26; thence N00°29'18"W along the West line of said Southeast Quarter for 200.01 feet; thence N89°58'49"E for 70.00 feet to a point on the boundary of Parcels 9018 and 9020 as described in that Quit-Claim Deed and Easement Agreement recorded in Official Records Book 9656, Page 4233 of the Public Records of Orange County, Florida, said point also being a point along the Orlando-Orange County Expressway Authority's Limited Access Right-of-Way, and said point also being the POINT OF BEGINNING; thence departing said boundary of Parcels 9018 and 9020, run along said Limited Access Right-of-Way for the following six (6) courses: continue N89°58'49"E for 15.93 feet; thence N31°23'03"E for 38.48 feet; thence N23°03'42"E for 16.39 feet; thence N09°15'17"E for 9.00 feet; thence N00°15'11"W for 45.55 feet; thence N90°00'00"W for 23.12 feet; to a point on aforesaid boundary of Parcels 9018 and 9020; thence S11°20'02"W along said boundary for 104.39 feet to the POINT OF BEGINNING.

Containing 2768 square feet, more or less.

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel. 407/647-7275 Certificate No. LB 24

EXHIBIT

J. Vance Carper, Jr. PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Date: 11/18/11

Scale: N/A

Job No.: _____

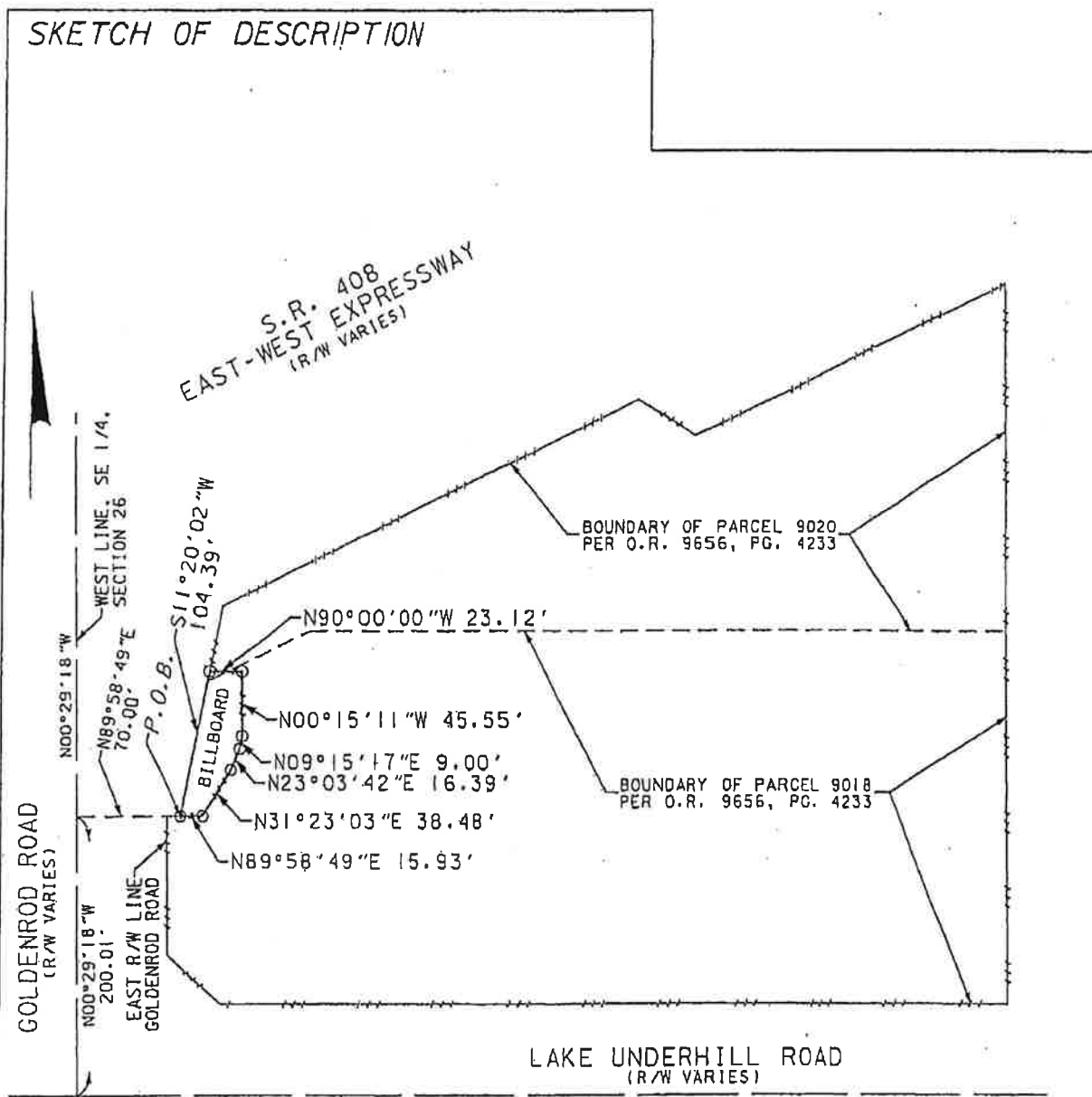
F.B.: N/A

Drawn By: HPC, VS

Ckd. By: JVC

Sheet 1 of 2

SKETCH OF DESCRIPTION



LEGEND

R/W - RIGHT-OF-WAY
O.R. - OFFICIAL RECORDS BOOK
PG. - PAGE(S)
S.R. - STATE ROAD
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
SEC. - SECTION
TWP. - TOWNSHIP
RNG. - RANGE
L.A. - LIMITED ACCESS
R/W - RIGHT-OF-WAY

NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 22, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEARING N00°29'18"W.

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Date: 11/18/11
Scale: 1" = 100'
Job No.:
F.B.: N/A
Drawn By: HPC/V5
Ckd. By: JC
Sheet 2 of 2

Prepared by and Return to:
Robert F. Mallett, L.L.C.
Broad and Cassel
390 North Orange Ave., Suite 1400
Orlando, FL 32807

Project: Lake Underhill Road
(Goldenrod Road to Chickasaw Trail)

NON-EXCLUSIVE DRAINAGE EASEMENT

THIS INDENTURE, made this ____ day of _____, A.D. 2014, by Central Florida Expressway Authority, a body politic and corporate, and an agency of the state established pursuant to Part V of Chapter 348, Florida Statutes, whose mailing address is 4974 ORL Tower Road, Orlando, Florida, 32807, GRANTOR, to ORANGE COUNTY, a charter county and a political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of one dollar (\$1.00) and other valuable considerations paid by GRANTEE, the receipt whereof are hereby acknowledged, does hereby give and grant to GRANTEE and its assigns a non-exclusive easement for drainage and landscaping purposes, including retention, accumulation, drainage, discharge, flowage, and passage of water and storm water as is or may from time to time occur or be generated from GRANTEE's property, with full authority to enter upon, construct, install, and maintain, as GRANTEE and its assigns may deem necessary, landscaping and a drainage ditch, pipe, or facility in, over, under, through, and upon the following described lands situate in Orange County, to-wit:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

a portion of

26-22-30-0000-00-131

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe, or facility, out of and away from the herein granted easement, and GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of GRANTEE's landscaping or drainage ditch, pipe, or facility.

Project: Lake Underhill Road
(Goldenrod Road to Chickasaw Trail)

IN WITNESS WHEREOF, GRANTOR has hereto set its hand on the day and year first above written.

Central Florida Expressway Authority,
a body politic and corporate, and
an agency of the state, under the laws of the
State of Florida

Signed, sealed, and delivered
in the presence of:

Witness

Printed Name

Witness

Printed Name

(Signature of TWO Witnesses required by Florida Law)

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared _____, of the Central Florida Expressway Authority, a body politic and corporate, and an agency of the State, of Florida, well known by me to be, or who has produced _____ as identification, and did (did not) take an oath, the person described in and who executed the foregoing instrument and s/he acknowledged before me that s/he executed the same.

Witness my hand and official seal this _____ day of _____, 20____.

(Notary Seal)

BY: _____

Print Name

Title

Date: _____

Notary Signature

Printed Notary Name
Notary Public in and for the county
and state aforesaid
My commission expires:

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408, EAST-WEST EXPRESSWAY
PROJECT: 253D - DI
PURPOSE: RETENTION AREA - POND B

LIMITED ACCESS RIGHT-OF-WAY

LEGAL DESCRIPTION

A parcel of land lying in the Southeast Quarter (1/4) of Section 26, Township 22 South, Range 30 East, being more particularly described as follows:

Commence at the South Quarter (1/4) corner of said Section 26; thence N00°29'18"W along the West line of said Southeast Quarter for 200.01 feet; thence N89°58'49"E for 60.00 feet to a point on the east right-of-way line of Goldenrod Road as shown on the Orlando-Orange County Expressway Authority East-West Expressway Section 3 Right-of-Way Plans, dated 08/27/74, said point being the POINT OF BEGINNING; thence continue N89°58'49"E for 25.93 feet; thence N31°23'03"E for 38.48 feet; thence N23°03'42"E for 16.39 feet; thence N09°15'17"E for 9.00 feet; thence N00°15'11"W for 45.55 feet; thence N90°00'00"W for 23.12 feet to a point on the boundary of Parcel 9020 as described in that Quit-Claim Deed and Easement Agreement recorded in Official Records Book 9656, Page 4233 of the Public Records of Orange County, Florida; thence along the boundary of said Parcel 9020 for the following six (6) courses: run N11°20'02"E for 47.12 feet; thence N63°41'32"E for 334.17 feet; thence S57°20'49"E for 48.18 feet; thence N63°41'32"E for 247.30 feet; thence S00°27'56"E for 2.34 feet; thence continue S00°27'56"E for 246.82 feet to a point on the boundary of Parcel 9018 as described in said Quit-Claim Deed and Easement Agreement; thence along the boundary of said Parcel 9018 for the following four (4) courses: run S00°27'56"E for 265.92 feet; thence S89°58'49"W for 565.97 feet; thence N47°40'18"W for 52.68 feet to a point on the aforesaid east right-of-way line; thence N00°29'18"W along said east right-of-way line for 99.52 feet to the POINT OF BEGINNING.

Containing 5.309 acres, more or less.

Together with all rights of Ingress, egress, light, air, and view to, from or across any SR 408 right-of-way property which may otherwise accrue to any property adjoining said right-of-way.

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

EXHIBIT

"A"

J. Vance Corper, Jr., P.S.M.
Professional Surveyor and Mapper
Florida Certificate No. 3598

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

Date: 03/14/12
Scale: N/A
Job No.:
F.B.: N/A
Drawn By: HPC, VS
Ckd. By: JVC
Sheet 1 of 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408, EAST-WEST EXPRESSWAY
PROJECT: 253D - DI
PURPOSE: RETENTION AREA - POND B

Section 26
TWP. 22 S., RNC. 30 E.

Goldenrod Road
(R/W VARIES)

East-West Expressway
(S.R. 408)
(R/W VARIES)

Lake Underhill Road
(R/W VARIES)

Parcel 9018
PER O.R. 9656, PG. 4233

Parcel 9020
PER O.R. 9656, PG. 4233

Boundary Lines:

- N00°29'18"W 200.01'
- N89°58'49"E 60.00'
- N00°15'11"W 45.55'
- N09°15'17"E 9.00'
- N23°03'42"E 16.39'
- N31°23'03"E 38.48'
- N89°58'49"E 25.93'
- N00°29'18"W 99.52'
- N47°40'18"W 52.68'
- S89°58'49"W 565.97'
- N63°41'32"E 334.17'
- N11°20'02"E 47.12'
- N90°00'00"W 23.12'
- S57°20'49"E 48.18'
- N63°41'32"E 247.30'
- S00°27'56"E 246.82'
- S00°27'56"E 265.92'
- S00°27'56"E 2.34'

Legend:

- R/W = RIGHT-OF-WAY
- B.C. = BOUNDARY CORNER

R/W, RIGHT-OF-WAY
O.R., OFFICIAL RECORDS BOOK
PG., PAGE(S)
S.R., STATE ROAD
P.O.C., POINT OF COMMENCEMENT
P.D.B., POINT OF BEGINNING
SEC., SECTION
TWP., TOWNSHIP
RNG., RANGE
L.A., LIMITED ACCESS
R/W, RIGHT-OF-WAY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

NOTES:
1. BEARINGS ARE BASED ON THE WEST LINE OF
THE SOUTHEAST 1/4 OF SECTION 26,
TOWNSHIP 22, RANGE 30 EAST, ORANGE COUNTY,
FLORIDA, BEARING N00°29'18"W.

Date: 03/14/12
Scale: 1" = 100'
Job No.:
F.B.: N/A
Drawn By: HPC, VS
Ckd. By: JVC
Sheet 2 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408, EAST-WEST EXPRESSWAY
PROJECT: 253D - DI
PURPOSE: RETENTION AREA - POND B

ESTATE: EASEMENT

LEGAL DESCRIPTION

A parcel of land lying in the Southeast Quarter (1/4) of Section 26, Township 22 South, Range 30 East, being more particularly described as follows:

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Containing 20,650 square feet, more or less.

THIS IS NOT A SURVEY

ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

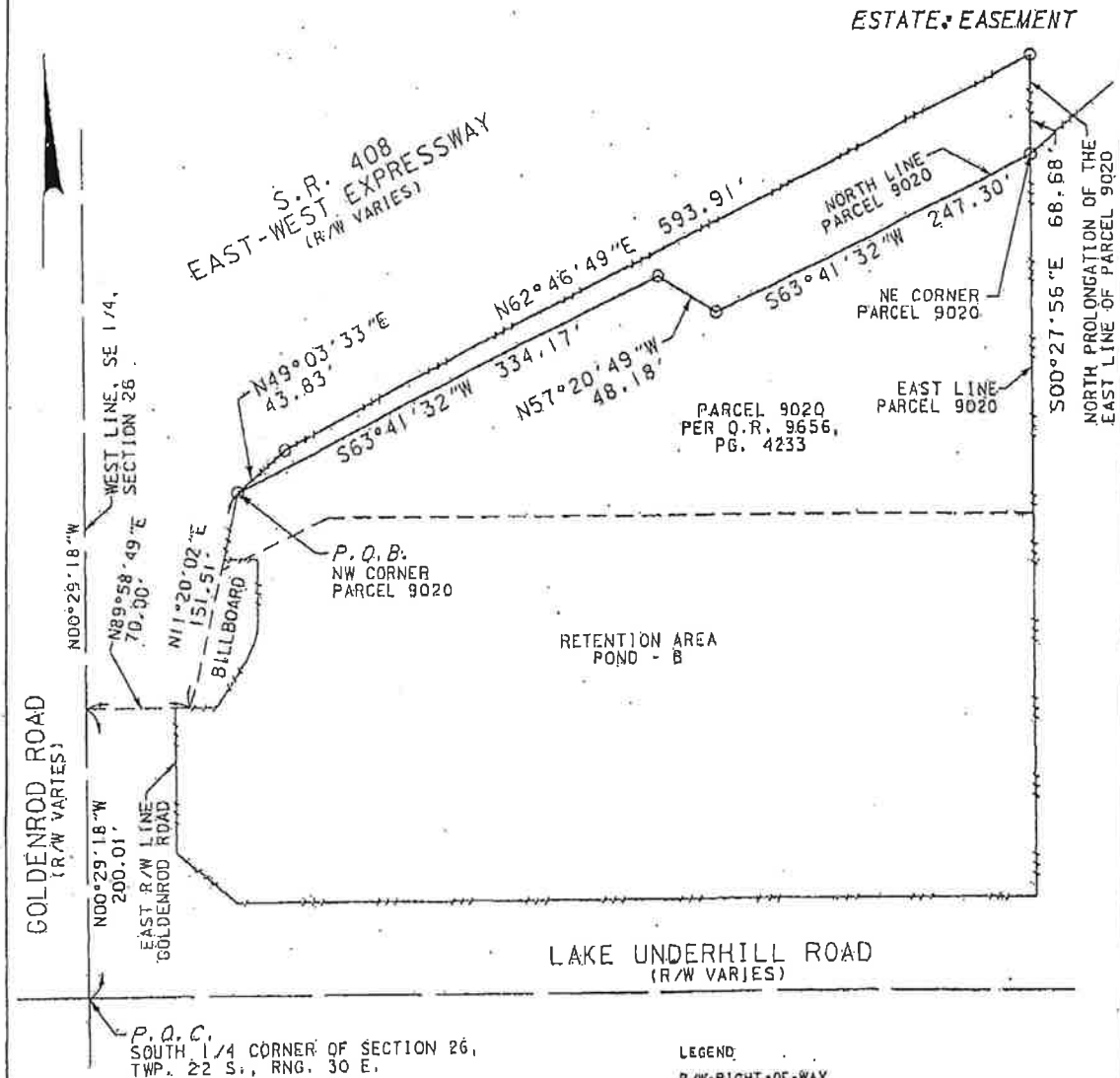
J. Vance Carper, Jr. PSM
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LICENSED SURVEYOR AND MAPPER

Date: 04/18/12
Scale: N/A
Job No.:
F.B.: N/A
Drawn By: HPC
Ckd. By: MC
Sheet 1 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408, EAST-WEST EXPRESSWAY
PROJECT: 253D - DI
PURPOSE: RETENTION AREA - POND B



NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 22, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEARING N00°29'18"W.

LEGEND:

R/W - RIGHT-OF-WAY
O.R. - OFFICIAL RECORDS BOOK
P.O. - PAGE(S)
S.R. - STATE ROAD
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
SEC. - SECTION
TWP. - TOWNSHIP
RNG. - RANGE
L.A. - LIMITED ACCESS
R/W - RIGHT-OF-WAY

Date: 04/18/12
Scale: 1" = 100'
Job No.:
F.B.: N/A
Drawn By: MPC
Ckd. By: JVC
Sheet: 2 of 2

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ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

13-449-2812 04/04

Verifail\Users\K00251\Projects\253D\Drawings\N00N\Parcel B add.dgn

Prepared by and Return to:
Robert F. Mallett, L.L.C.
Broad and Cassel
390 North Orange Ave., Suite 1400
Orlando, FL 32807

Project: Lake Underhill Road
(Goldenrod Road to Chickasaw Trail)

NON-EXCLUSIVE DRAINAGE EASEMENT

THIS INDENTURE, made this _____ day of _____, A.D. 2014, by Central Florida Expressway Authority, a body politic and corporate, and an agency of the state established pursuant to Part V of Chapter 348, Florida Statutes, whose mailing address is 4974 ORL Tower Road, Orlando, Florida, 32807, GRANTOR, to State of Florida Department of Transportation, whose mailing address is 719 South Woodland Boulevard, DeLand, FL 32720, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of one dollar (\$1.00) and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, an easement for drainage purposes, including retention, accumulation, drainage, discharge, flowage, and passage of water and storm water as is or may from time to time occur or be generated from GRANTEE's property, with full authority to enter upon, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage ditch, pipe, or facility, to accommodate the storm water drainage requirements of Orange County, GRANTOR and GRANTEE, in accordance with those certain plans and specifications dated _____, 20__, prepared by _____ for GRANTOR and approved by the GRANTEE and incorporated herein by reference (the "Plans") and the capacities set forth in the St. Johns River Water Management District ("SJRWMD") permit for each as of the date of the Plans, over, under, and upon the following described lands situate in Orange County, to-wit:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

a portion of

26-22-30-0000-00-131

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe, or facility, out of and away from the herein granted easement, and the GRANTOR, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the drainage ditch, pipe, or facility.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by _____, its _____.

Central Florida Expressway Authority,
a body politic and corporate, and
an agency of the state, under the laws of the
State of Florida

Signed, sealed, and delivered
in the presence of:

Witness

Printed Name

Witness

Printed Name

By: _____

Printed Name

Title

(Corporate Seal)

(Signature of **TWO** Witnesses required by Florida Law)

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY, that on this day of, before me personally appeared _____,
as _____ of the Central Florida Expressway Authority, a body politic and corporate,
and an agency of the state, by me known to be, or who has produced _____ as
identification, and did (did not) take an oath, the individual and officer described in and who executed the
foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such
officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and
the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this _____ day of _____, 20____.

(Notary Seal)

Notary Signature

Printed Notary Name
Notary Public in and for
the county and state aforesaid
My commission expires:

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408, EAST-WEST EXPRESSWAY
PROJECT: 253D - DI
PURPOSE: RETENTION AREA - POND B

LIMITED ACCESS RIGHT-OF-WAY

LEGAL DESCRIPTION

A parcel of land lying in the Southeast Quarter (1/4) of Section 26, Township 22 South, Range 30 East, being more particularly described as follows:

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Containing 5.309 acres, more or less.

Together with all rights of Ingress, egress, light, air, and view to, from or across any SR 408 right-of-way property which may otherwise accrue to any property adjoining said right-of-way.

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ATKINS

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"A"

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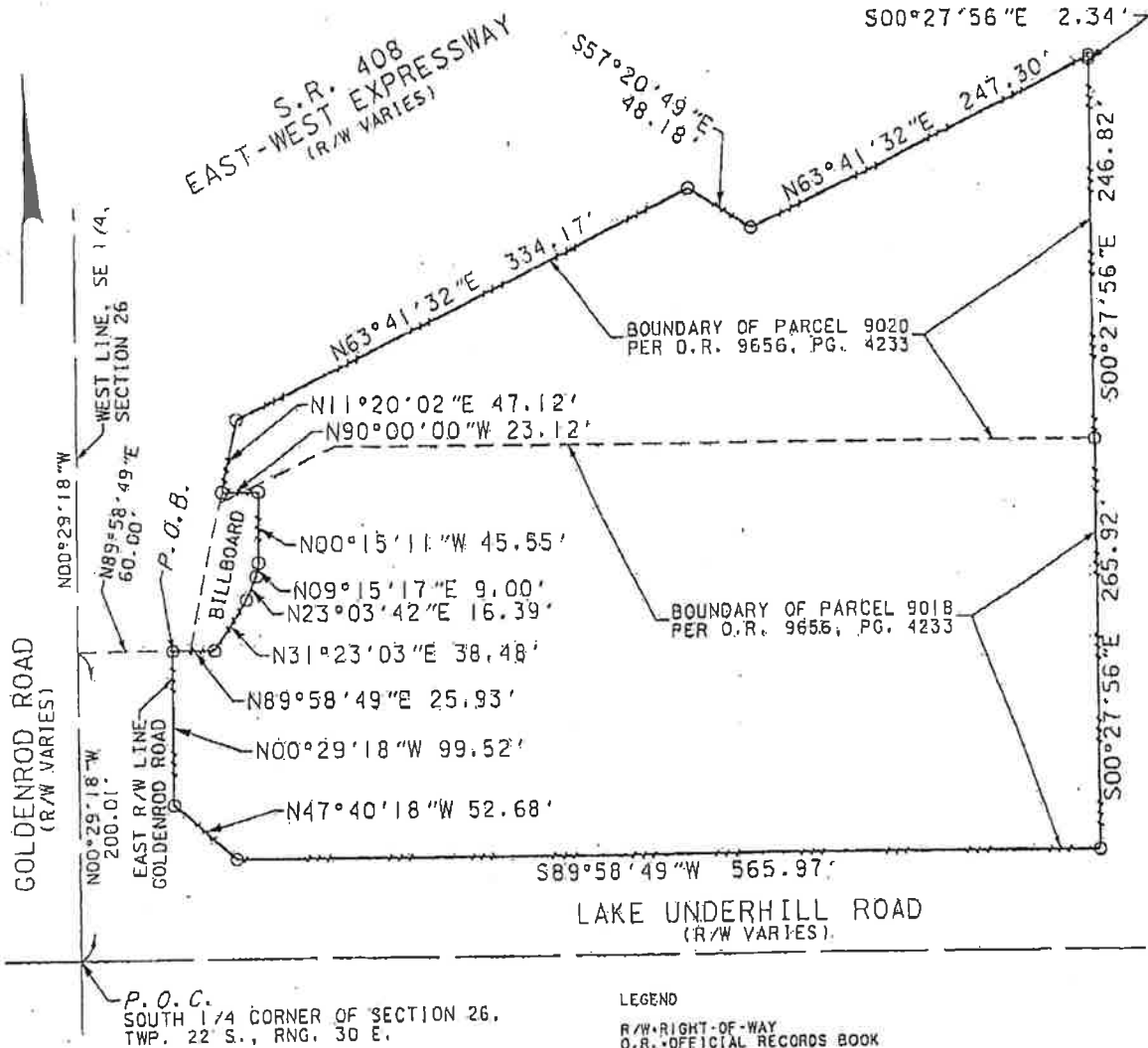
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Date: 03/14/12
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F.B.: N/A
Drawn By: NPC, VS
Ckd. By: JVC
Sheet 1 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408, EAST-WEST EXPRESSWAY
PROJECT: 253D - D1
PURPOSE: RETENTION AREA - POND B

LIMITED ACCESS RIGHT-OF-WAY



LEGEND

R/W - RIGHT-OF-WAY
O.R. - OFFICIAL RECORDS BOOK
PG. - PAGE(S)
S.R. - STATE ROAD
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
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TWP. - TOWNSHIP
RNG. - RANGE
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R/W - RIGHT-OF-WAY

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ATKINS

482 South Keller Road
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NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 22, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEARING N00°29'18"W.

Date: 03/14/12
Scale: 1" = 100'
Job No.:
F.B.: N/A
Drawn By: MPC/VS
Ckd. By: MC
Sheet 2 of 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408, EAST-WEST EXPRESSWAY
PROJECT: 253D - DI
PURPOSE: RETENTION AREA - POND B

LEGAL DESCRIPTION

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Drawn By: NPC
Ckd. By: JC
Sheet 1 of 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 408, EAST-WEST EXPRESSWAY
PROJECT: 253D - DI
PURPOSE: RETENTION AREA - POND B

GOLDENROD ROAD
(R/W VARIES)

WEST LINE, SE 1/4, SECTION 26

N00°29'18"W 200.01'

EAST R/W LINE GOLDENROD ROAD

N00°29'18"W 70.00'

N89°58'49"E 151.51'

BILLBOARD

P.O.C. SOUTH 1/4 CORNER OF SECTION 26, TWP. 22 S., RNG. 30 E.

S.R. 408 EAST-WEST EXPRESSWAY (R/W VARIES)

N49°03'33"E 43.83'

N62°46'49"E 593.91'

NORTH LINE PARCEL 9020

S63°41'32"W 247.30'

NE CORNER PARCEL 9020

EAST LINE PARCEL 9020

S00°27'56"E 58.68'

NORTH PROLONGATION OF THE EAST LINE OF PARCEL 9020

S63°41'32"W 334.17'

N57°20'49"W 48.18'

PARCEL 9020 PER O.R. 9656, PG. 4233

P.O.B. NW CORNER PARCEL 9020

RETENTION AREA POND - B

LAKE UNDERHILL ROAD (R/W VARIES)

LEGEND

BOUNDARY OF PARCEL 9020

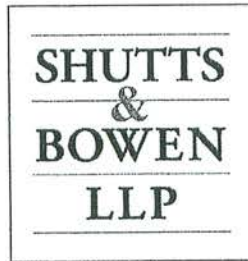
R/W-RIGHT-OF-WAY
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Ckd. By: JVC
Sheet 2 of 2

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ATKINS

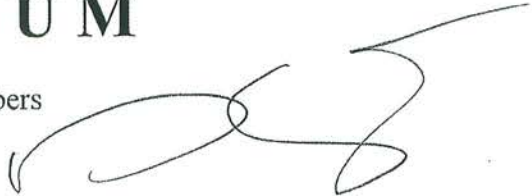
482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275. Certificate No. LB 24



Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority Board Members
FROM: David A. Shontz, Esq., Right-of-Way Counsel
DATE: July 15, 2014
RE: Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-204, 429-205 and 429-206



Approval of an Agreement for Appraisal Services by Urban Economics Incorporated ("Appraiser") to provide consulting services related to railroad property valuation for the Wekiva Parkway Project Numbers 429-204, 429-205 and 429-206 is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Agreement for Appraisal Services is attached for your review.

BACKGROUND/DESCRIPTION

The contract price is limited to \$100,000.00 or less. Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis until each assigned parcel is completed. The services to be provided by the Appraiser are pre-condemnation consultation services and advice to Shutts & Bowen regarding valuation of railroad properties in the acquisition of properties for construction of the Wekiva Parkway project and any such other advice, as requested. If requested by Shutts & Bowen, litigation support services to be provided by the Appraiser include testimony under oath as an expert witness on behalf of the Central Florida Expressway Authority in any judicial proceeding involving any work performed under the Agreement. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Agreement for Appraisal Services and authorize execution of the Agreement. Agreement Value: \$100,000.00

ATTACHMENT

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

ORLDOCS 13523686 1

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

THIS AGREEMENT is effective this ____ day of July, 2014, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Urban Economics Incorporated ("Appraiser"), whose business address is 810 South Sterling Avenue, Tampa, Florida 33609.

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 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 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 One Hundred Thousand Dollars (\$100,000.00), without an Addendum to this Agreement that shall be approved by the Central Florida Expressway Authority. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the client prior to reaching the One Hundred Thousand Dollars (\$100,000.00) upset limit so that Client may timely present the necessary Addendum to the Central Florida Expressway Authority.

ARTICLE 4- LIQUIDATED DAMAGES

4.1 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 its 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. 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 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.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this 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

URBAN ECONOMICS INCORPORATED

By: _____

Michael A. McElveen, MAI

EXHIBIT A

Client's Representative

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

Appraiser's Representative

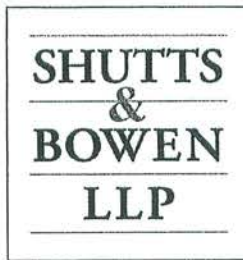
Michael A. McElveen, MAI
Urban Economics Incorporated
810 South Sterling Avenue
Tampa, Florida 33609

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.)

Name	Position/Expertise	Labor Rate
Michael A. McElveen, MAI, CCIM	Real Estate Appraiser	\$275 per hour
Michael Linebaugh	Real Estate Appraiser	\$150 per hour
Brian Brown	Real Estate Appraiser	\$135 per hour
Econometrics	Economist	\$150 per hour
Charles Gibbons	GIS Analyst	\$135 per hour
Rita Paschke	Office Manager	\$65 per hour

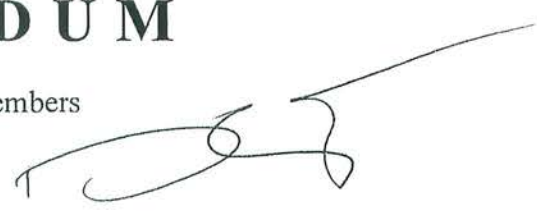
ORLDOCS 13517363 1



Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority Board Members
FROM: David A. Shontz, Esq., Right-of-Way Counsel
DATE: July 23, 2014
RE: Addendum to Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206

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

Approval of an Addendum to Agreement for Appraisal Services by Bullard Hall & Adams, Inc. ("Appraiser") to perform appraisal services for the Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206 is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Addendum to Agreement for Appraisal Services is attached for your review.

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 ("the Agreement"). The original contract price was limited to \$200,000.00 (the "upset limit"). The Appraiser has notified Shutts & Bowen LLP that the Appraiser will reach the \$200,000.00 upset limit. Approval of the attached Addendum will increase the upset limit by an additional \$150,000.00. The increase is necessary to allow the Appraiser to continue to provide pre-condemnation consultation services, appraisal services and litigation support services for the Wekiva Parkway Project. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Addendum to Agreement for Appraisal Services and authorize execution of the Addendum. Addendum Value: \$150,000.00.

ATTACHMENT

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

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

THIS AGREEMENT is effective this _____ day of August, 2014, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, and Bullard Hall & Adams, Inc. ("Appraiser"), whose business address is 1144 Pelican Bay Drive, Daytona Beach, Florida 32119.

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

Witness Signature

Terri L. Martin

Printed Name

Witness Signature

Mary Ellen Farmer

Printed Name

By: _____

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

Witness Signature

Printed Name

Witness Signature

Printed Name

By: _____

David K. Hall

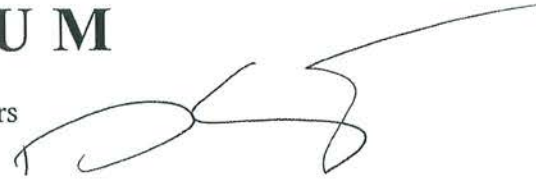
BULLARD HALL & ADAMS, INC.



Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority Board Members
FROM: David A. Shontz, Esq., Right-of-Way Counsel
DATE: July 23, 2014
RE: Addendum to Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206



Approval of an Addendum to Agreement for Appraisal Services by Durrance & Associates, P.A. ("Appraiser") to perform appraisal services for the Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206 is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Addendum to Agreement for Appraisal Services is attached for your review.

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 ("the Agreement"). The original contract price was limited to \$200,000.00 (the "upset limit"). The Appraiser has notified Shutts & Bowen LLP that the Appraiser will reach the \$200,000.00 upset limit. Approval of the attached Addendum will increase the upset limit by an additional \$150,000.00. The increase is necessary to allow the Appraiser to continue to provide pre-condemnation consultation services, appraisal services and litigation support services for the Wekiva Parkway Project. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Addendum to Agreement for Appraisal Services and authorize execution of the Addendum. Addendum Value: \$150,000.00.

ATTACHMENT

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

ORLDOCS 13540767 1

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

THIS AGREEMENT is effective this _____ day of August, 2014, 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.

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

Witness Signature

Terri L. Martin

Printed Name

Witness Signature

Mary Ellen Farmer

Printed Name

By: _____

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

Witness Signature

Printed Name

Witness Signature

Printed Name

By: _____

Chad G. Durrance, President

DURRANCE & ASSOCIATES, P.A.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

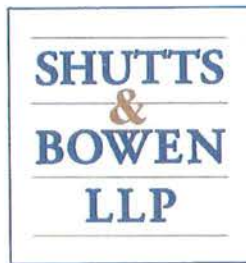
DATE: July 29, 2014

RE: Approval of Increase in Contract Amount
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Acquisition of Wekiva Parkway Parcels 197, 230, 257 and 267
Project No. 429-203; Contract No. 000929

Board approval is requested to increase the amount of the referenced contract with Lowndes, Drosdick, Doster, Kantor & Reed, P.A. (Lowndes Drosdick) by \$100,000.00. The new contract amount will be \$300,000.00.

Under this contract, Lowndes, Drosdick is providing legal services to the Authority regarding the condemnation acquisition of the referenced parcels owned by Project Orlando, LLC. These four parcels are currently scheduled for an Order of Taking proceeding on September 8, 2014. General Counsel and the Director of Engineering have been very satisfied with the legal services provided by the firm to date.


cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Joe Passiatore, General Counsel
Contract File



Founded 1910

MEMORANDUM

TO: Members of the Board
Central Florida Expressway Authority

FROM: Right-of-Way Counsel
Shutts & Bowen LLP 

DATE: August 6, 2014

RE: Second Amendment to Contract for Sale and Purchase of Rail Line Easements

The Authority previously approved and entered into a Contract for Sale and Purchase of Rail Line Easements (the "Contract") with All Aboard Florida - Operations LLC ("AAF") for the right to use certain real property of the Authority, and certain real property contemplated to be acquired by the Authority, along S.R. 528 for use exclusively for intercity passenger rail. The Contract sets forth certain timelines for AAF to inspect the real property, cause the property to be surveyed, obtain a commitment for a title policy, provide written notice of any objections to the title commitment, and establishes an outside date by which all conditions precedent to closing must have occurred or been waived.

On April 24, 2014, the Authority and AAF entered into a First Amendment to Contract for Sale and Purchase of Rail Line Easements whereby the dates in the Contract were extended for AAF's Inspection Period, for AAF to obtain the Title Commitment and Survey, and for AAF to provide Initial Notice of any objections to the Title Commitment. Since that time, to no fault of any of the parties, certain actions related thereto were put in abeyance pending the outcome of Senate Bill 230 creating the Central Florida Expressway Authority.

AAF has now requested a Second Amendment to Contract for Sale and Purchase of Rail Line Easements (the "Second Amendment") whereby the dates in the Contract would be further extended for AAF's Inspection Period (to September 1, 2014, subject to AAF's right of entry agreements with the owners of real property contemplated to be acquired by the Authority), for AAF to obtain the Title Commitment and Survey (to August 15, 2014), for AAF to provide Initial Notice of any objections to the Title Commitment (to September 1, 2014) and to extend outside date by which all conditions precedent to closing must have occurred (to December 31, 2014).

It is recommended the Board approve the Second Amendment and authorize its execution by the Chairman.

cc: Joseph Passiatore, General Counsel
Joseph Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Administration and Finance

Consent Agenda 08/14/14

SECOND AMENDMENT TO
CONTRACT FOR SALE AND PURCHASE OF RAIL LINE EASEMENTS

THIS SECOND AMENDMENT TO CONTRACT FOR SALE AND PURCHASE OF RAIL EASEMENTS (the "Second Amendment") is effective as of June 26, 2014 (the "Amendment Effective Date"), by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, as successor in interest to the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes (the "Authority" or "Seller") and All Aboard Florida – Operations LLC, a Delaware limited liability company ("AAF" or the "Buyer" and collectively with the Authority referred to as the "Parties").

RECITALS:

WHEREAS, Seller and Buyer heretofore entered into that certain Contract of Sale and Purchase of Rail Line Easements dated as of its Effective Date (the "Agreement"); and

WHEREAS, Seller and Buyer desire to amend the Agreement in certain respects; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

AGREEMENTS:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Second Amendment in their entirety.
2. Definitions. Capitalized terms used but otherwise not defined herein shall have the meaning ascribed to such terms in the Agreement.
3. Inspection Period. The extension of the Inspection Period (as defined in Section 5(b) of the Agreement) to September 1, 2014 is hereby ratified. The first sentence of Section 5(b) of the Agreement is hereby amended to read as follows:

"Subject to its rights of entry onto the Ranch Property and Additional Property as set forth in Section 5(a) above, Buyer shall have a period commencing as of the Effective Date and terminating on September 1, 2014 (the "Inspection Period"), in which to determine, in Buyer's sole discretion, whether the OOCEA Property and the Ranch Property is suitable to Buyer."

4. Outside Closing Date. The extension of the Outside Closing Date (as defined in Section 6 of the Agreement) to December 31, 2014 is hereby ratified. The second sentence of Section 6 of the Agreement is hereby amended to read as follows:

"However, absent the written consent of Buyer and Seller, the Closing Date shall not be later than December 31, 2014 (the "Outside Closing Date") and should the Conditions Precedent not have occurred or been waived by the Outside Closing Date, then this Contract may be terminated as provided in Paragraph 11."

5. Title Commitment. The first sentence of Section 8(a) of the Agreement is hereby amended to read as follows:

“By August 15, 2014, Buyer shall obtain, at Buyer’s expense, and deliver to Seller an ALTA commitment for the Title Policy (the “Title Commitment”) issued on behalf of First American Title Insurance Company (“Title Company”) to insure the easement rights set forth in the Easement.”

6. Survey. The third sentence of Section 8(a) of the Agreement is hereby amended to read as follows:

“By August 15, 2014, Buyer may, at Buyer’s expense, cause the OOCEA Property and Ranch Property to be surveyed by a Florida licensed surveyor (the “Survey”).”

7. Initial Notice. The first sentence of Section 8(a)(i) of the Agreement is hereby amended to read as follows:

“Buyer shall have until September 1, 2014 to examine the Title Commitment, the Exception Documents and the Survey, and in which to give Seller written notice (the “Initial Notice”) of objections which render Seller’s title unsuitable or less than good and marketable to convey the easement rights set forth in the Easement in the OOCEA Property and the Ranch Property.”

8. Waiver. In consideration for this Second Amendment, both Seller and Buyer unconditionally waive any right to claim or assert that the other has not timely and fully performed and observed all obligations accrued to date under the Agreement.

9. References to the Orlando – Orange County Expressway Authority. All references to the “Orlando – Orange County Expressway Authority” or “OOCEA” in the Agreement, as amended, shall hereafter be deemed to refer to the Central Florida Expressway Authority.

10. Ratification. Except as herein amended, the Agreement is hereby ratified and affirmed in its entirety by Seller and Buyer.

11. Counterparts; Email Signatures. This Second Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of such counterparts shall constitute one amendment. To facilitate execution of this Second Amendment, Seller and Buyer may execute and exchange by e-mail as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, this Second Amendment has been duly executed by the Buyer and Seller as of the respective dates indicated below.

BUYER

ALL ABOARD FLORIDA- OPERATIONS
LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Date executed by Buyer: _____, 2014

SELLER

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, as successor in interest to the
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY, a body
corporate and politic existing pursuant to
Chapter 348, Florida Statutes

By: _____
Name: _____
Title: _____

Date executed by Seller: _____, 2014


APPROVED AS TO FORM AND
LEGALITY

By: _____
Name: _____
Title: _____

Date executed by Legal _____, 2014

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM:  Joseph L. Passiatore, General Counsel

DATE: August 5, 2014

SUBJECT: Second Amendment of Contract of Sale and Purchase Agreement

The Agreement concerns CFX's potential purchase of the Southerly 200' of land owned by Suburban Land Reserve, Inc. and Farmland Reserve, Inc. adjacent to existing S.R. 528 right of way.

The attached Second Amendment extends the time from August 10, 2014 to September 10, 2014 to facilitate Sellers' response to title objections and also extends CFX's Inspection period to December 31, 2014.

General Counsel and Right of Way Counsel recommend approval.

JLP/ml
Attachment

**SECOND AMENDMENT TO
CONTRACT OF SALE AND PURCHASE**

THIS SECOND AMENDMENT TO CONTRACT OF SALE AND PURCHASE ("Amendment") is effective as of _____, 2014 ("Amendment Effective Date"), by and between SUBURBAN LAND RESERVE, INC., a Utah corporation ("SLR"), and FARMLAND RESERVE, INC., a Utah not-for-profit corporation ("FRI" and, together with "SLR," the "Seller") and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, as successor to the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body corporate and politic existing pursuant to Chapter 348, Florida Statutes (the "Buyer").

RECITALS:

WHEREAS, Seller and Buyer heretofore entered into that certain Contract of Sale and Purchase dated as of November 11, 2013 (the "Agreement"); and

WHEREAS, Seller and Buyer amended the Agreement by virtue of that certain First Amendment to Contract of Sale and Purchase dated April 24, 2014.

WHEREAS, Seller and Buyer desire to amend the Agreement to further extend the Inspection Period; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

AGREEMENTS:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Amendment in their entirety.
2. Definitions. Capitalized terms used but otherwise not defined herein shall have the meaning ascribed to such terms in the Agreement.
3. Due Diligence Period. The Inspection Period (as defined in Section 5(b) of the Agreement) hereby extended until 5:00 P.M. (New York, NY time) on December 31, 2014. This extension of the Inspection Period is not intended to, and shall not be deemed to, extend any other date or deadline prescribed by the Agreement, except the deadlines in Section 4(a) relating to delivery of the Additional Deposit of Five Thousand and 00/100 Dollars (\$5,000.00) and Section 5(b) relating to Buyer's obtaining MAI Appraisals of the Property. The extension of the Inspection Period shall not extend the Outside Closing Date described in Section 6 of the Agreement which shall remain June 30, 2015.
4. Title Commitment. Buyer delivered the Initial Notice (pursuant to Section 8(a)(i) of the Agreement) on June 10, 2014. Section 8(a)(ii) of the Agreement is amended to extend to September 10, 2014 the deadline for Seller to furnish notice to Buyer of whether Seller will attempt to cure or elect not to cure any objection identified in the Initial Notice.

5. References to the Orlando – Orange County Expressway Authority. All references to the “Orlando – Orange County Expressway Authority” or “OOCEA” in the Agreement, as amended, shall hereafter be deemed to refer to the Central Florida Expressway Authority.

6. Ratification. Except as herein amended, the Agreement is hereby ratified and affirmed in its entirety by Seller and Buyer. In consideration for this Amendment, Buyer unconditionally waives any right to claim or assert that Seller has not timely and fully performed and observed all obligations accrued to date under the Agreement.

7. Counterparts; Email Signatures. This Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of such counterparts shall constitute one Amendment. To facilitate execution of this Amendment, Seller and Buyer may execute and exchange by e-mail as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the Amendment Effective Date.

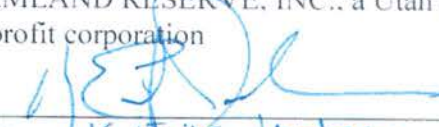
SELLER

SUBURBAN LAND RESERVE, INC., a
Utah corporation

By: _____
Name: _____
Title: _____

Date executed by SLR: _____, 2014

FARMLAND RESERVE, INC., a Utah not-
for-profit corporation

By: 
Name: K. Erik Jacobsen
Title: President

Date executed by FRI: 7-9, 2014

BUYER

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, as successor in interest to the
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY, a body
corporate and politic existing pursuant to
Chapter 348, Florida Statutes

By: _____
Name: _____
Title: _____

Date executed by Buyer: _____, 2014


APPROVED AS TO FORM AND
LEGALITY

By: _____
Name: _____
Title: _____

Date executed by Legal
_____, 2014

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM:  Joseph L. Passiatore, General Counsel

DATE: August 4, 2014

SUBJECT: Drainage Easement Agreement between Greenway Park DRI, LLC and Central Florida Expressway Authority

Board approval of the attached Drainage Easement Agreement between Greenway Park DRI, LLC and CFX is requested. Greenway Park is requesting that CFX terminate its current easement in exchange for a new drainage easement. The current drainage easement was acquired by CFX in 1991 for the SR 417 Project.

Currently CFX's pond discharges through the Southern Connector drainage easement to a wetland. The request is to abandon the current easement and use a pipe outfall system to convey the pond discharge into the same wetland.

CFX will retain an easement interest over the proposed pipe outfall system. Greenway Park DRI, LLC or the property owners association will have primary maintenance responsibility for the new drainage easement/pipe outfall system.

At the July 15th Right of Way Committee meeting the Committee recommended the Board approve the Drainage Easement Agreement and authorize the Deputy Executive Director to execute.

Staff is requesting Board approval.

JLP/ml
Attachment

Prepared By and Return To:

Sara W. Bernard, P.A.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____, 2014 (the “**Effective Date**”) by and between **GREENEWAY PARK DRI, LLC**, a Florida limited liability company, whose mailing address is 9801 Lake Nona Road, Orlando, Florida 32827 (“**Grantor**”), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and an agency of the state, under the laws of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 (“**Grantee**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, Grantor is the owner of (i) that certain real property being more particularly described in **Exhibit “A-1”** attached hereto and incorporated herein by this reference (the “**Drainage Easement Tract**”), and (ii) that certain real property being more particularly described in **Exhibit “A-2”** attached hereto and incorporated herein by this reference (the “**Conservation Tract**”) (the Drainage Easement Tract and the Conservation Tract shall be collectively referred to as the “**Drainage Easement Areas**”); and

WHEREAS, Grantee is the owner of that certain real property being described in **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**CFX Pond Parcel**”); and

WHEREAS, Grantee obtained a permanent drainage easement (the “**Original Drainage Easement**”) over certain lands owned by Grantor, as successor in interest to James Forest Lawson, individually, and Harry S. Scott, as Trustee for the Robert M. Lawson Trust under the Agreement of August 26, 1991, being more particularly described as follows: (i) that certain real property, being more particularly described in **Exhibit “C-1”** attached hereto and incorporated herein by this reference, under that certain Stipulated Order of Taking recorded November 1, 1991 in Official Records Book 4341, Page 4110, in the Public Records of Orange County, Florida, and (ii) that certain real property, being more particularly described in **Exhibit “C-2”** attached hereto and incorporated herein by this reference, under that certain Final Judgment of Compensation and Title recorded May 7, 1993 in Official Records Book 4559, Page 1290, in the

Public Records of Orange County, Florida (collectively, the “**Original Drainage Easement Area**”); and

WHEREAS, Grantor has requested that Grantee terminate the Original Drainage Easement in exchange for a new drainage easement over the Drainage Easement Areas upon such terms as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of 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, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of New Drainage Easement.** Grantor does hereby grant and convey to Grantee, its successors and assigns, a perpetual, nonexclusive easement on, upon, over, under, across and through the Drainage Easement Areas for ingress, egress, access, use, construction, maintenance, repair and replacement of drainage pipes, lines or appurtenant facilities (collectively, the “**Drainage Facilities**”) for the benefit of the Central Florida Greenway (S.R. 417) and appurtenant Grantee properties and improvements (including the CFX Pond Parcel), as currently permitted and draining, for stormwater conveyance purposes into the Conservation Tract in accordance with all applicable governmental permits, approvals, and requirements and all applicable laws, rules and regulations, ordinances and the Approved Plans (as defined herein) (the “**New Drainage Easement**”).

As a condition precedent to release of the Original Drainage Easement as provided in Section 3 below, Grantor, at Grantor’s expense, shall cause all the Drainage Facilities to be constructed and installed within the Drainage Easement Areas in accordance with those certain plans prepared by Donald W. McIntosh Associates, Inc. under Job Number 28108 for Greenway Park Parcel 2 Phase 1, dated September 9, 2013 as revised February 11, 2014 and any subsequent revision (the “**Approved Plans**”). As a condition of the termination and release of the Original Drainage Easement, Grantee and/or its engineers, at no cost or expense to Grantor, shall have the right to inspect the construction of the Drainage Facilities in the Drainage Easement Areas to confirm that they have been completed in accordance with the Approved Plans. Grantor shall provide Grantee written notice of completion of the Drainage Facilities whereupon Grantee shall have a period of thirty (30) days after receipt of said notice of completion to inspect the Drainage Facilities and provide to Grantor written notice of acceptance. In the event Grantee fails to provide such written notice of acceptance within said 30-day period, Grantee shall be deemed to have accepted the Drainage Facilities and shall be required to terminate and release the Original Drainage Easement in accordance with Section 3 below. In the event Grantee does not approve the Drainage Facilities, Grantee shall provide timely written notice to Grantor specifying in detail those matters which do not conform to the Approved Plans, whereupon Grantor shall cause any such deficiencies to be corrected and the process for approval as outlined above shall be repeated until approved or deemed approved by Grantee.

3. **Termination and Release of Original Drainage Easement.** Upon the completed Drainage Facilities being approved or deemed approved by Grantee in accordance with the terms and conditions of Section 2 above, Grantee shall execute and record in the Public Records of Orange County, Florida, a termination and release of the Original Drainage Easement in the form and content set forth in Exhibit "D" attached hereto and incorporated herein by this reference.

4. **Right of Future Relocation.** Grantor, at its expense, shall have the right from time to time to relocate all or any portion of the Drainage Easement Tract, or the Conservation Tract, together with any and all Drainage Facilities lying therein, as it deems necessary so long as such relocation does not unreasonably interfere with or disrupt the stormwater conveyance purposes set forth in Section 2 above. During the term of this Agreement, Grantee hereby consents to any such request to relocate provided that (i) the New Drainage Easement (or portions thereof), as so relocated, shall provide Grantee with substantially the same size, quality and capacity of drainage rights as existed prior to such relocation, (ii) Grantor shall pay for any expenses incurred in the relocation of the New Drainage Easement (either in whole or in part) in compliance with all governmental permits, approvals, and requirements, (iii) there shall be no material interruption with Grantee's conveyance of stormwater drainage from Central Florida Greenway (S.R. 417) and appurtenant Grantee properties and improvements (including the CFX Pond Parcel) through the Drainage Easement Tract to the Conservation Tract, and (iv) Grantor shall deliver to Grantee an amendment to this Agreement together with a legal description for the new drainage easement area(s) to be granted to Grantee and those portions of the existing drainage easement areas (or portions thereof) to be released by Grantee. After execution of such amendment the rights of Grantee shall automatically extend and fully apply to such relocated easement area to the same extent as they applied prior to such relocation of the Drainage Easement Areas (or applicable portions thereof), and subject to all of the conditions for relocation being satisfied, the rights of Grantee as to those portions being released from the New Drainage Easement shall be released and immediately revert to the Grantor, its successors and assigns.

5. **Repair and Maintenance.**

(a) At Grantee's cost and expense, Grantee agrees to repair, replace and maintain all drainage facilities and improvements located within the Original Drainage Easement in good condition and working order until such time as they are removed by Grantor. In the event any obligations of Grantee under this subparagraph (a) is not performed by Grantee, either Grantor or a property owners' association (the "**POA**"), shall have the right (but not the obligation) to deliver written notice to Grantee setting forth the maintenance deficiencies whereupon Grantee shall have a period of fifteen (15) days to remedy the deficiencies (or twenty-four (24) hours in case of emergency). In the event the deficiencies are not remedied in a commercially reasonable fashion within such fifteen (15) day period, or within such twenty-four (24) hour period in case of emergency, Grantor or the POA, as applicable, shall have the right (but not the obligation) to undertake all reasonably necessary repair, replacement or maintenance itself and recover from Grantee the reasonable and actual, third party out-of-pocket fees, costs and expenses incurred in connection therewith

(b) At Grantor's cost and expense, Grantor shall repair, replace and maintain the Drainage Facilities constructed and installed within the Drainage Easement Areas in good condition and working order and otherwise in accordance with the Approved Plans. In the event any obligations of Grantor under this subparagraph (b) is not performed by Grantor, either Grantee or the POA shall have the right (but not the obligation) to deliver written notice to Grantor setting forth the maintenance deficiencies whereupon Grantor shall have a period of fifteen (15) days to remedy the deficiencies (or twenty-four (24) hours in case of emergency). In the event the deficiencies are not remedied in a commercially reasonable fashion within such fifteen (15) day period, or within such twenty-four (24) hour period in case of emergency, Grantee or the POA, as applicable, shall have the right (but not the obligation) to undertake all reasonably necessary repair, replacement or maintenance itself and recover from Grantor the reasonable and actual, third party out-of-pocket fees, costs and expenses incurred in connection therewith. Grantor may assign its rights and obligations under this subparagraph (b) to any property owner association, municipality, district or other governmental authority ("**Permitted Assignee**"), whereupon Grantor shall be released from all obligations and liabilities hereunder except for any obligations or liabilities arising prior to the effective date of such assignment.

6. **Insurance.** At all times during Grantee's access to the Drainage Easement Areas for purposes set forth herein, Grantee, on behalf of itself and/or any contractors performing work for Grantee, shall maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted herein. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor as an additional insured in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor.

7. **Obligations.** Any rights granted hereunder shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not knowingly discharge into or within the Drainage Easement Areas, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

8. **Beneficiaries of Easement Rights/Binding Effect.** The easements set forth in this Agreement shall be easements appurtenant to the Drainage Easement Areas for the benefit and use of Grantee, its successors and assigns and each of their, agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), and shall be binding upon the Drainage Easement Areas and shall be a covenant running with title to the Drainage Easement Areas. The easements hereby created and granted include the creation of all incidental rights reasonably necessary for the use and enjoyment of the Drainage Easement Areas for the purpose expressly set forth in Section 2 above.

9. **No Public Dedication.** Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Drainage Easement Areas or any other property in connection with the exercise of Grantee's rights hereunder.

11. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Orange County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

12. **Notices.** Any notices which may be permitted or required hereunder shall be in writing, and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando time) to the addresses listed below or to such other addresses as a Party may from time to time designate by written notice in accordance with this paragraph:

To Grantor: Greeneway Park DRI, LLC
9801 Lake Nona Road
Orlando, Florida 32827
Attention: James L. Zboril, President

and

With a copy to: Greeneway Park DRI, LLC
9801 Lake Nona Road
Orlando, Florida 32827
Attention: Michelle Rencoret, General Counsel

and

With a copy to: Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Sara W. Bernard, P.A.

To Grantee: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attention: Joe Passiatore, General Counsel

13. **Use of Easement Area.** It is acknowledged and agreed that the easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Drainage Easement Areas in any manner that does not impair the functioning of the Drainage Facilities and is not inconsistent with the easement rights created herein.

14. **Attorneys' Fees.** Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Any judgment or decree rendered in any such actions or proceedings shall include the award of attorneys' fees, costs, and expenses, as just described. The terms of this section shall survive the termination of this Agreement.

15. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida. Venue for any proceeding brought hereunder shall be Orange, County, Florida. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantee, Grantor, and their respective successors and assigns. The rights, privileges and easements granted and conveyed hereunder shall be a burden upon the Drainage Easement Areas and exist for the benefit of and shall run with title to the applicable property.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year set forth below.

"GRANTOR"

Signed, sealed and delivered in the presence of the following witnesses:

GREENEWAY PARK DRI, LLC,
a Florida limited liability company

Print Name:_____

By:_____
James L. Zboril, President

Print Name:_____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by James L. Zboril, as President of **GREENEWAY PARK DRI, LLC**, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

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

WITNESSES:

Signed, sealed and delivered in the presence of the following witnesses:

Print Name: _____

Print Name: _____

“GRANTEE”

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

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, as _____ 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. She/He is personally known to me or has produced _____ identification.

(Signature of Notary Public)

Print Name of Notary Public
Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

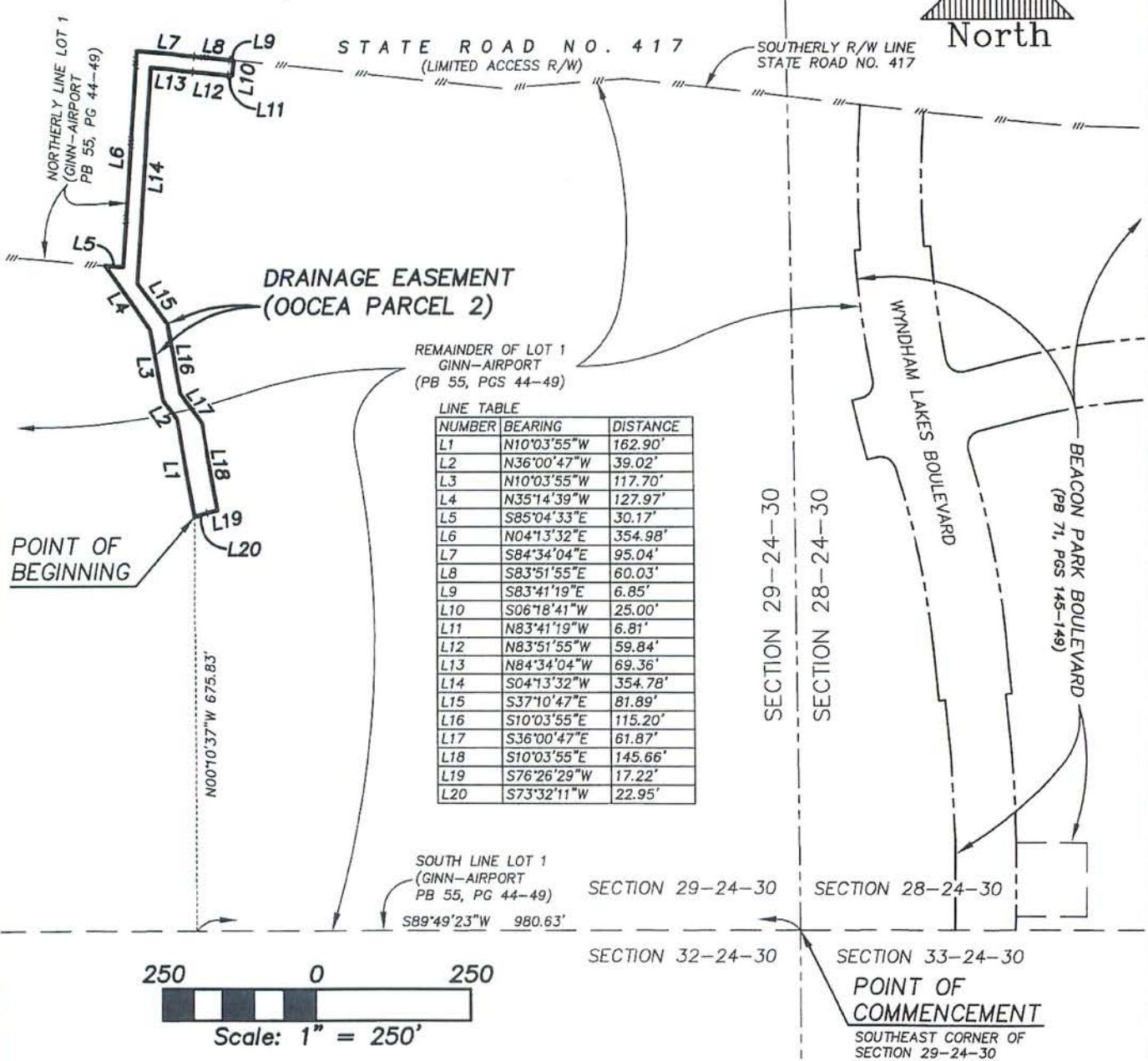
EXHIBIT "A-1"

DRAINAGE EASEMENT TRACT

[See Attached CS#10-210 – 2 pages]

SKETCH OF DESCRIPTION

(SEE SHEET 2 FOR DESCRIPTION, LEGEND & NOTES)



PREPARED FOR:		01/23/14	JP	REVISED DRAINAGE EASEMENT (13079)
Greenway Park DRI, LLC		11/18/10	PH	ADD PARCEL LABELS, NOTE, AND AREA
GREENWAY PARK - DRAINAGE EASEMENT (OOCEA PARCEL 45-831)		DATE	BY	DESCRIPTION
		REVISIONS		
DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068 CERTIFICATE OF AUTHORIZATION NO. LB68		DONALD W. MCINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. LB68 Rocky L. Garson January 24, 2014 Florida Registered Surveyor and Mapper Certificate No. 4285 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.		
DRAWN BY: PH	CHECKED BY: RLC	JOB NO.	SCALE	SHEET
DATE: 9/13/10	DATE: 9/13/10	28108.0523	1"=250'	1
				OF 2

SKETCH OF DESCRIPTION

(SEE SHEET 1 FOR SKETCH)

DESCRIPTION:

That part of LOT 1, GINN - AIRPORT, according to the plat thereof, as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, described as follows:

Commence at the Southeast corner of said Section 29; thence S89°49'23"W along the South line of said Lot 1 for a distance of 980.63 feet; thence departing said South line run N00°10'37"W, 675.83 feet to the POINT OF BEGINNING; thence N10°03'55"W, 162.90 feet; thence N36°00'47"W, 39.02 feet; thence N10°03'55"W, 117.70 feet; thence N35°14'39"W, 127.97 feet to the Northerly line of the aforesaid Lot 1 and the Southerly right-of-way line of State Road 417; thence run the following courses along said Northerly and Southerly lines: S85°04'33"E, 30.17 feet; thence N04°13'32"E, 354.98 feet thence S84°34'04"E, 95.04 feet; thence S83°51'55"E, 60.03 feet; thence S83°41'19"E, 6.85 feet; thence departing said Northerly line of Lot 1 and the Southerly right-of-way line of State Road 417, run S06°18'41"W, 25.00 feet; thence N83°41'19"W, 6.81 feet; thence N83°51'55"W, 59.84 feet; thence N84°34'04"W, 69.36 feet; thence S04°13'32"W, 354.78 feet; thence S37°10'47"E, 81.89 feet; thence S10°03'55"E, 115.20 feet; thence S36°00'47"E, 61.87 feet; thence S10°03'55"E, 145.66 feet; thence S76°26'29"W, 17.22 feet; thence S73°32'11"W, 22.95 feet to the POINT OF BEGINNING.

Containing 0.620 acres (26,997 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the South line of Lot 1, according to the plat of GINN - AIRPORT (Plat Book 55, Pages 44-49) as being S89°49'23"W (per plat).
- This easement is being created to replace a portion of the Drainage Easement Parcel 45-831 described in the Stipulated Order of Taking recorded in Official Records Book 4341, Page 4110, Public Records of Orange County, Florida.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

SECTION 29-24-30	SECTION, TOWNSHIP, RANGE
R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PGS	PAGES
L1	LINE NUMBER (SEE TABLE)

PREPARED FOR:

Greeneway Park DRI, LLC

GREENEWAY PARK - DRAINAGE EASEMENT (OOCEA PARCEL 45-831)



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>PH/JP</u>	CHECKED BY: <u>RLC</u>	JOB NO. <u>28108.0523</u>	SCALE <u>N/A</u>	SHEET <u>2</u>
DATE: <u>9/13/10</u>	DATE: <u>9/13/10</u>			OF <u>2</u>

SL12989

EXHIBIT "A-2"

CONSERVATION TRACT

That certain conservation area owned by **GREENEWAY PARK DRI, LLC**, a Florida limited liability company, abutting and lying immediately South of the Drainage Easement Tract

EXHIBIT "B"

CFX POND PARCEL

That certain stormwater pond tract owned by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and an agency of the state, under the laws of the State of Florida, lying Northwest of the Drainage Easement Tract and within the limited access right of way known as Central Florida Greenway (S.R. 417)

EXHIBIT "C-1"

ORIGINAL DRAINAGE EASEMENT AREA

**PERMANENT DRAINAGE EASEMENT – PORTION OF PARCEL 45-831
AS DESCRIBED IN OFFICIAL RECORDS 4341, PAGE 4110**

DESCRIPTION:

Commence at a 6"x6" concrete monument marking the Southeast corner of the Southeast 1/4 of said Section 29; thence run North 00°05'31" West along the East line of said Southeast 1/4 a distance of 1358.39 feet to a point; thence departing said East line run North 83°38'26" West a distance of 362.10 feet; thence run South 85°56'12" West a distance of 202.36 feet; thence run North 82°54'48" West a distance of 500.43 feet; thence run South 04°42'03" West a distance of 340.00 feet for a POINT OF BEGINNING; thence run South 84°36'02" East a distance of 297.12 feet; thence run South 16°20'13" West a distance of 540.00 feet; thence run North 73°39'47" West a distance of 50.00 feet; thence run North 16°20'13" East a distance of 479.41 feet; thence run North 84°36'02" West a distance of 286.35 feet; thence run North 05°23'58" East a distance of 35.00 feet; thence run South 84°36'02" East a distance of 50.00 feet; thence run North 04°42'03" East a distance of 15.00 feet to the POINT OF BEGINNING.

EXHIBIT "C-2"

ORIGINAL DRAINAGE EASEMENT AREA

PERMANENT DRAINAGE EASEMENT – PARCEL 45-831 (PART 3)
AS DESCRIBED IN OFFICIAL RECORDS 4559, PAGE 1290

DESCRIPTION:

Commence at the Southeast corner of the Southeast 1/4 of said Section 29; thence N00°05'31"W along the East line of said Southeast 1/4 for 1358.39 feet; thence departing said East line N83°00'32"W for 262.16 feet; thence S86°10'15"W for 202.23 feet; thence N83°14'24"W for 445.29 feet; thence N83°23'24"W for 60.03 feet; thence N84°05'33"W for 95.04 feet; thence S04°42'03"W for 340.00 feet to the POINT OF BEGINNING; thence S84°36'02"E for 297.12 feet; thence S16°20'13"W for 540.00 feet; thence N73°39'47"W for 50.00 feet; thence N16°20'13"E for 479.41 feet; thence N84°36'02"W for 286.35 feet; thence N05°23'58"E for 35.00 feet; thence S84°36'02"E for 50.00 feet; thence N04°42'03"E for 15.00 feet to the POINT OF BEGINNING.

EXHIBIT "D"

TERMINATION AND RELEASE OF ORIGINAL DRAINAGE EASEMENT

Prepared By and Return To:

Sara W. Bernard, P.A.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

TERMINATION AND RELEASE OF DRAINAGE EASEMENT

THIS TERMINATION AND RELEASE OF DRAINAGE EASEMENT (the “**Termination**”) is made effective as of this _____ day of _____, 2014 (the “**Effective Date**”) by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and an agency of the state, under the laws of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 (“**CFX**”) to and in favor of **GREENEWAY PARK DRI, LLC**, a Florida limited liability company, whose mailing address is 9801 Lake Nona Road, Orlando, Florida 32827 (“**Greeneway**”).

WITNESSETH:

WHEREAS, CFX obtained a permanent drainage easement (the “**Easement**”) over certain lands owned by Greeneway, as successor in interest to James Forest Lawson, individually, and Harry S. Scott, as Trustee for the Robert M. Lawson Trust under the Agreement of August 26, 1991, being more particularly described as follows: (i) that certain real property, being more particularly described in **Exhibit “A-1”** attached hereto and incorporated herein by this reference, under that certain Stipulated Order of Taking recorded November 1, 1991 in Official Records Book 4341, Page 4110, in the Public Records of Orange County, Florida, and (ii) that certain real property, being more particularly described in **Exhibit “A-2”** attached hereto and incorporated herein by this reference, under that certain Final Judgment of Compensation and Title recorded May 7, 1993 in Official Records Book 4559, Page 1290, in the Public Records of Orange County, Florida (collectively, the “**Drainage Easement Area**”); and

WHEREAS, Greeneway has requested that CFX terminate the Easement in exchange for a new drainage easement over that certain area as more specifically set forth in that certain Drainage Easement Agreement recorded _____ in Official Records Book _____, Page _____, in the Public Records of Orange County, Florida (the “**Agreement**”); and

WHEREAS, CFX has approved the completed Drainage Facilities (as defined in the Agreement); and

WHEREAS, CFX is desirous of releasing and terminating the Easement.

NOW, THEREFORE, for and in consideration of 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 Greeneway and CFX, Greeneway and CFX do hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. CFX represents that it is the sole holder of the Easement and that it has not made any assignment, transfer, encumbrance, conveyance, or other disposition of any interest in the Easement to any party.
3. CFX does hereby release, convey, remise, acquit, terminate, vacate and forever abandon all of its right, title, and interest in and to the Easement and any drainage improvements constructed within the Drainage Easement Area. There are no other easements or easement areas being released or terminated hereby other than the Easement and Drainage Easement Area as expressly stated herein.

[SIGNATURE CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, CFX has executed this Termination as of the day and year set forth above.

WITNESSES:

“CFX”

Signed, sealed and delivered in the presence of the following witnesses:

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

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, as _____ 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. She/He is personally known to me or has produced _____ identification.

(Signature of Notary Public)

Print Name of Notary Public
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A-1"

DRAINAGE EASEMENT AREA

PERMANENT DRAINAGE EASEMENT – PORTION OF PARCEL 45-831
AS DESCRIBED IN OFFICIAL RECORDS 4341, PAGE 4110

DESCRIPTION:

Commence at a 6"x6" concrete monument marking the Southeast corner of the Southeast 1/4 of said Section 29; thence run North 00°05'31" West along the East line of said Southeast 1/4 a distance of 1358.39 feet to a point; thence departing said East line run North 83°38'26" West a distance of 362.10 feet; thence run South 85°56'12" West a distance of 202.36 feet; thence run North 82°54'48" West a distance of 500.43 feet; thence run South 04°42'03" West a distance of 340.00 feet for a POINT OF BEGINNING; thence run South 84°36'02" East a distance of 297.12 feet; thence run South 16°20'13" West a distance of 540.00 feet; thence run North 73°39'47" West a distance of 50.00 feet; thence run North 16°20'13" East a distance of 479.41 feet; thence run North 84°36'02" West a distance of 286.35 feet; thence run North 05°23'58" East a distance of 35.00 feet; thence run South 84°36'02" East a distance of 50.00 feet; thence run North 04°42'03" East a distance of 15.00 feet to the POINT OF BEGINNING.

EXHIBIT "A-2"

DRAINAGE EASEMENT AREA

PERMANENT DRAINAGE EASEMENT – PARCEL 45-831 (PART 3)
AS DESCRIBED IN OFFICIAL RECORDS 4559, PAGE 1290

DESCRIPTION:

Commence at the Southeast corner of the Southeast 1/4 of said Section 29; thence N00°05'31"W along the East line of said Southeast 1/4 for 1358.39 feet; thence departing said East line N83°00'32"W for 262.16 feet; thence S86°10'15"W for 202.23 feet; thence N83°14'24"W for 445.29 feet; thence N83°23'24"W for 60.03 feet; thence N84°05'33"W for 95.04 feet; thence S04°42'03"W for 340.00 feet to the POINT OF BEGINNING; thence S84°36'02"E for 297.12 feet; thence S16°20'13"W for 540.00 feet; thence N73°39'47"W for 50.00 feet; thence N16°20'13"E for 479.41 feet; thence N84°36'02"W for 286.35 feet; thence N05°23'58"E for 35.00 feet; thence S84°36'02"E for 50.00 feet; thence N04°42'03"E for 15.00 feet to the POINT OF BEGINNING.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 29, 2014

RE: Renewal of Contract No. 000819 with
The Balmoral Group, LLC, for
Miscellaneous Design Consultant Services (SSBE)

Board approval is requested for the first of two optional renewals of the referenced contract with The Balmoral Group, LLC (Balmoral), for a one year period, beginning December 9, 2014, and ending on December 8, 2015, in the not-to-exceed amount of \$750,000.00. This renewal does not change the terms and conditions of the original contract executed in 2011 which was awarded to Balmoral under the Authority's Small Sustainable Business Enterprise Program administered by the Business Development Department.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Glenn Pressimone, Director of Engineering
Iranetta Dennis, Director of Business Development
Contract File

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 29, 2014

RE: Renewal of Contract No. 000817 with
WBQ Design and Engineering, Inc., for
Miscellaneous Design Consultant Services (SSBE)

Board approval is requested for the first of two optional renewals of the referenced contract with WBQ Design and Engineering, Inc. (WBQ), for a one year period, beginning December 8, 2014, and ending on December 7, 2015, in the not-to-exceed amount of \$750,000.00. This renewal does not change the terms and conditions of the original contract executed in 2011 which was awarded to WBQ under the Authority's Small Sustainable Business Enterprise Program administered by the Business Development Department.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Glenn Pressimone, Director of Engineering
Iranetta Dennis, Director of Business Development
Contract File

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 29, 2014

RE: Approval of Supplemental Agreement No. 3A
Reynolds, Smith & Hill, Inc., for S.R. 417/Florida's Turnpike Interchange
Project No. 417-304; Contract No. 000747

Board approval is requested for the referenced supplemental agreement with Reynolds, Smith & Hills, Inc., in the amount of \$96,882.01 for post design services. These services will include shop drawing reviews, attendance at construction meetings, site visits, load ratings and responding to the contractor's requests for information.

This Supplemental Agreement will be a continuation of an agreement previously approved by the Authority for this project.


Original Contract Amount	\$2,800,000.00
Amount of Previous Adjustments	\$ 372,929.73
Amount of This Adjustment (Post Design Services)	<u>\$ 96,882.01</u>
Total Revised Contract Amount	\$3,269,811.74

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Glenn Pressimone, Director of Engineering
Contract File

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 29, 2014

RE: Supplemental Agreement No. 9 with Dewberry/Bowyer Singleton
Project No. 528-405, Contract No. 000980
S.R. 528 Airport Mainline Plaza Demolition and Ramp Plaza Construction

Board approval is requested for Supplemental Agreement No. 9 with Dewberry/Bowyer Singleton for post design services for the referenced project. Services will include shop drawing reviews, attendance at construction meetings, site visits, and responding to the contractor's requests for information.

This Supplemental Agreement, for a fee not-to-exceed \$405,453.00 will be a continuation of an agreement previously approved by the Authority for this project.

Original Contract Amount	\$4,000,000.00
Amount of Previous Adjustments	\$2,251,995.30
Amount of This Adjustment	<u>\$ 405,453.00</u>
Total Revised Contract Amount	\$6,657,448.30

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Glenn Pressimone, Director of Engineering
Contract File

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 29, 2014

RE: Award of Contract for
Systemwide Pavement Striping Improvements and Upgrades
Contract No. 001012; Project No. 599-620

In accordance with the Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on June 9, 2014, for the referenced project. Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. Whiteleaf, LLC dba Traffic Solutions	\$502,197.40
2. Oglesby Construction, Inc.	\$592,137.25
3. Traffic Control Products of Florida, Inc.	\$1,076,552.86

The Engineer's Estimate for this project is \$1,153,100.29.

The Procurement Department has evaluated all bids and has determined the bid from Whiteleaf, LLC dba Traffic Solutions (Whiteleaf) to be responsible and responsive to the bidding requirements. Award of the contract to Whiteleaf in the amount of \$502,197.40 is recommended contingent upon final execution of the contract by both parties.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance
Contract File

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 29, 2014

RE: Renewal of Agreement with
Kisinger Campo & Associates Corp., for
Bridge Inspection Services - Contract No. 000848

Board approval is requested for the second and final renewal of the referenced contract with Kisinger Campo & Associate Corp. (KCA), in the amount of \$150,000.00. The renewal period will be from November 15, 2014, to November 14, 2015, at the same hourly rates currently being charged by KCA under the original contract executed in 2011.

This will be a continuation of a cooperative purchase (piggyback) agreement based on a contract (C-9396) between Florida Department of Transportation and KCA for the same fee schedule and services being provided for District 5 for bridge inspections.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance
Contract File

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 29, 2014

RE: Renewal of Contract No. 001003 with
Southern Aquatic Management, Inc. for
Aquatic Vegetation Control


Board approval is requested for the first of two optional renewals of the referenced contract with Southern Aquatic Management, Inc., for a one year period, beginning October 7, 2014, in the amount of \$148,520.00. Work under this contract includes application of aquatic herbicide to control the growth of all emergent and floating aquatic and wetland vegetation within the ponds along S.R. 408, S.R. 417, S.R. 528, S.R. 429, and S.R. 414. This renewal does not change the terms and conditions of the original contract executed in 2013.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance
Contract File

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 29, 2014

RE: Authorization to Advertise for Bids
S.R. 528, S.R. 429, S.R. 414 and Headquarters Building Landscape Maintenance -
Contract No. 001050

Board authorization is requested to advertise for bids from qualified and certified contractors to perform routine maintenance of landscape improvements at Authority toll facilities and right of way locations along S.R. 528 (Beachline Expressway including the Goldenrod Road Toll Plaza), S.R. 429 (Daniel Webster Western Beltway), S.R. 414 (John Land Apopka Expressway) and the Authority's Administration and Operations Center (Headquarters Building). The services will include landscape and turf maintenance, mowing, fertilizer application, insect/disease control, aquatic weed control, tree pruning, tree removal, watering, edging, mulching, irrigation system maintenance and litter removal. The initial contract term will be three years with 2 one year renewals at the Authority's option.


The competitive sealed bids process will be used for this procurement as detailed on the Procurement Procedures Manual.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction & Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance
Contract File

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 29, 2014

RE: Authorization to Advertise
Miscellaneous Construction Engineering and Inspection (CEI) Services
Contract No. 001054

Authorization is requested to advertise for Letters of Interest from professional consultants to provide a resource pool of qualified professional, technical and administrative CEI personnel for future roadway, bridge, toll plaza and intelligent transportation systems projects awarded by the Authority. These services will be provided on an as-needed, per project basis as directed by the Authority.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance
Contract File

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 29, 2014

RE: Authorization to Advertise for
Construction Coordination and Independent Assurance Consultant
I-4/S.R. 408 Ultimate Interchange
Contract No. 001055

Board authorization is requested to advertise for Letters of Interest from professional consultants to provide Construction Coordination and Independent Assurance (CCIA) services as the Authority's representative to the Florida Department of Transportation's team responsible for the successful construction management of the I-4 Ultimate Improvements Project. The services to be provided by the CCIA consultant will generally include activities associated with the construction of the I-4/S.R. 408 interchange including: attendance at meetings; reviewing and processing submittals; construction engineering oversight; construction contract administration; scheduling; maintenance of traffic; utility/environmental coordination; and keeping CFX staff updated on project schedule and upcoming activities.

The term of the contract will be 5 years with time extensions as necessary to coincide with the completion of the project which is anticipated to take approximately 6½ years from the notice to proceed.

Selection of a consultant will be in accordance with the approved Procurement Policy and Procedures. A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiations. Once the final cost has been negotiated, Board approval to award the contract will be requested.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance
Contract File

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

FROM:  Ben Dreiling, P.E.
Director of Construction and Maintenance

DATE: July 29, 2014

RE: Consent Agenda Item
Construction Contract Modifications

Authorization is requested to execute the following Construction Contract Modifications. Supporting detailed information for each proposed Construction Contract Modification is attached.

Contract No.	Name	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) August 2014	Total Amount (\$) to Date*	Time Increase or Decrease
599-728	McShea Contracting, LLC	Retroreflective Pavement Markers Replacement	70,276.40	0.00	(11,007.00)	59,269.40	0
417-304	Southland Construction, Inc.	SR 417 / Turnpike Interchange	30,876,393.69	506,499.03	(69,322.21)	31,313,570.51	0
417-110	Masci General Contractor, Inc.	SR 417 Widening, Curry Ford Rd. to Lake Underhill Rd.	10,109,586.09	0.00	106,842.21	10,216,428.30	+ 3
429-518	Traffic Control Devices, Inc.	John Land Apopka Expressway ITS Phase II	4,192,950.00	17,026.50	(114,343.23)	4,095,633.27	0
TOTAL					(\$87,830.23)		

* Includes Requested Amount for current month.

BD/cb/ek

cc: Joe Berenis, P.E.

The following is a proposed Construction Contract Modification along with the detailed information:

Contract 599-728: Retroreflective Pavement Markers Replacement
McShea Contracting, LLC
SA 599-728-0814-01

Quantity Adjustments for Completed Pay Items

The Authority wishes to adjust quantities for completed pay items in the Contract. This will adjust the contract quantities to reflect the actual authorized quantities installed under the Contract.

INCREASE THE FOLLOWING PAY ITEM:

Retroreflective Pavement Markers	\$ 3,993.00
----------------------------------	-------------

DECREASE THE FOLLOWING PAY ITEMS:

Work Order Allowance	(\$10,000.00)
----------------------	---------------

Allowance for Disputes Review Board	<u>(\$ 5,000.00)</u>
-------------------------------------	----------------------

	(\$15,000.00)
--	---------------

TOTAL AMOUNT FOR PROJECT 599-728

(\$ 11,007.00)

Contract 417-304: SR 417 / Turnpike Interchange
Southland Construction, Inc.
SA 417-304-0814-03

E-Pass Logos – Landstar Signs

This change is as requested by the Authority. The E-Pass logos on four signs for the Landstar Road exit were detailed by the plans to be within the area of the main sign panel. The Authority's standard is for the logo to be installed by separate panel above the main panel. The requested change occurred prior to the fabrication of the sign panels which resulted in this change being accommodated at no cost to the Authority.

Turnpike Traffic Shifts and Tapers

RFI 035 sought clarification to overbuild limits specified on PS 439 for the Turnpike shoulders and to accommodate the traffic shift towards the median for the outside widening. The RFI adjusted the limits of both the northbound and southbound shoulders overbuild to effectively lengthen the traffic shift taper lengths.

ADD THE FOLLOWING ITEM:

Turnpike TCP Shift Tapers Additional Overbuild	\$23,400.23
--	-------------

SR 417 TCP Shoulder Overbuild

RFI 029 was initiated seeking clarification to the requirements of overbuild along the shoulders of 417 to accommodate the planned traffic shifts. The plans failed to depict the required overbuild prior to shifting of traffic. To avoid a cost increase of adding shoulder overbuild, the Authority explored ways to avoid the traffic shift. The shift could be avoided with adjustments to the permanent work related to drainage. The eliminated traffic shift then accommodated a reduction of mill and resurfacing along SR 417. Increased costs of this change relate to original drainage structures that had already been furnished as well as shoulder pavement repairs at locations of drainage structure installation at the adjusted locations. Overall, there is an estimated net decrease in the work required.

ADD THE FOLLOWING ITEM:

SR 417 TCP Adjustment	\$19,267.06
-----------------------	-------------

INCREASE THE FOLLOWING ITEMS:

Manholes (P-8) (<10')	\$7,274.08
Concrete Pipe Culvert (SS)(Class III)(18")	\$933.93

DECREASE THE FOLLOWING ITEMS:

Removal of Existing Concrete Pavement	(\$147.71)
Milling Exist Asph. Pav't (1 1/2" Avg. Depth)	(\$1,694.73)
Milling Exist Asph. Pav't (2 1/4" Avg. Depth)	(\$9,448.13)
Superpave Asph. Conc. (TL C)(PG 76-22)(1.5" & 5")	(\$49,275.62)
Asph. Conc. Friction Course (3/4") (FC-5) (PG 76-22)	(\$27,311.68)
Shoulder Gutter, Concrete	(\$654.91)
Rumble Strips (Ground-in) (16" Min. Width)	(\$1,469.27)
Retro-reflective Pavement Marker	(\$138.50)
Preformed Tape, HP, Yellow, Solid, 6"	(\$6,959.84)
Preformed Tape, HP, White/Blk. Contrast, Solid, 9"	(\$4,572.17)
Preformed Tape, HP, White/Blk. Contrast, Skip, 9"	(\$2,861.98)

Sub-Total: 417 TCP Shoulder Overbuild	(\$77,059.47)
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Type B Stabilization, LBR 20 (12" Thick)

The (4,194) SY decrease of Type B Stabilization, LBR 40 (12" thick) is consistent with the requirements of Article 7.3.2.1, Error in Plan Quantity, which stipulates when a plan quantity is in error by 5% or \$5,000, then the plan quantity will be adjusted. The variance is attributed to stabilization beneath moment slabs not being required.

DECREASE THE FOLLOWING ITEMS:

Type B Stabilization, LBR 40 (12" Thick)	(\$13,001.40)
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Auger Cast Piles, Low Strength Cement Grout Pay Adjustment

Article 455-43 for low strength cement grout requires a pay reduction when grout compressive strengths are less than 10% from specified. Three lots failed by less than 10%, therefore, pay adjustments are required.

ADD THE FOLLOWING ITEM:

ACP Low Compressive Strength Pay Adjustment	(\$1,659.24)
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Adjustment to Authority and FTE Splicing Details

This change is as requested by the Authority. On 4/2/14 the CEI transmitted to the Contractor field adjustments to PS IT-12, IT-38, FO-21, FO-30 and FO-31. The red lines adjusted the splicing connection between the FTE fiber and the Authority fiber.

DECREASE THE FOLLOWING ITEMS:

Fiber Optic Splice Enclosure (72 Splice) (F&I)	(\$835.25)
Fiber Optic Fusion Splice	(\$83.54)
ITS Fiber Optic Con. (Install) (Splice)	(\$83.54)
	(\$1,002.33)

TOTAL AMOUNT FOR PROJECT 417-304

(\$69,322.21)

**Contract 417-110: SR 417 Widening, Curry Ford Rd. to Lake Underhill Rd.
Masci General Contractor, Inc.
SA 417-110-0814-001**

Emergency Roadway Repairs for Multiple Base Failures on 5/2/14 – 5/5/14

This change is requested by the Authority. Emergency roadway repairs were necessary at multiple locations due to base failures caused by high moisture content in the existing base and subgrade materials in the inside and outside lanes on northbound SR 417 from STA 398+50 to 403+35. The scope of work under this contract includes only milling and resurfacing in the existing lanes. Due to high moisture content in the existing base and subgrade, the existing base failed causing subsequent pavement failure in the new pavement following the milling and resurfacing operations in this area. Emergency repairs were made as directed by the CEI over multiple days in a manner attempting to minimize the overall impact to expressway customers. This necessitated a temporary patch placed during the day on 5/2 which was removed and repaired in a permanent manner on the nights of 5/4 and 5/5. Minor maintenance on the temporary patch was required on 5/3. Permanent repairs included fully removing the base material and a portion of the compromised subgrade material and replacing with aggregate base and asphalt. The Contractor's schedule was impacted by this extra work. The mainline milling and resurfacing activities are on the critical path and the Contractor was actively pursuing these activities at the time of these incidents. The Contractor planned to work on critical path milling and paving activities on 5/2, 5/4 and 5/5 and is therefore entitled to a 3 calendar day time extension in association with the extra work performed.

ADD THE FOLLOWING ITEM:

Emergency Roadway Repairs on 5/2/14 – 5/5/14	\$78,413.20
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Emergency Roadway Repairs for Multiple Base Failures on 5/19/14 and 5/20/14

This change is requested by the Authority. Emergency roadway repairs were necessary due to base failures caused by high moisture content in the existing base and subgrade materials in the outside shoulder on northbound SR 417 from STA 370+60 to 372+10 which is carrying traffic in a temporary configuration in accordance with the traffic control plans. The scope of work under this contract includes only milling and resurfacing in the existing lanes and overbuild on the existing shoulder. Due to high moisture content in the existing base and subgrade, the existing base failed causing subsequent pavement failure in the new pavement following the milling and resurfacing operations in this area. Emergency repairs were made as directed by the CEI in a manner attempting to minimize the overall impact to Expressway customers. Permanent repairs included fully removing the base material and a portion of the compromised subgrade material and replacing with aggregate base and asphalt.

ADD THE FOLLOWING ITEM:

Emergency Roadway Repairs on 5/19/14 and 5/20/14	\$28,429.01
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Increase Contract Time 3 Calendar Days

<u>TOTAL AMOUNT FOR PROJECT 417-110</u>	<u>\$106,842.21</u>
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Contract 429-518: John Land Apopka Expressway ITS Phase II
Traffic Control Devices, Inc.
SA 429-518-0814-02

Quantity Adjustments for Completed Pay Items

The Authority wishes to adjust quantities for completed Pay Items in this contract. This will adjust the contract quantities to reflect the actual field measured quantities installed throughout the contract.

INCREASE THE FOLLOWING PAY ITEMS:

Fiber Optic Splice Enclosure (72 Splice) (F&I)	\$1,164.00
Small Fiber Optic Pull Box (F&I)	\$1,920.00
Fiber Optic Conduit (2-1" HDPE/SDR 11) (Trench or Plow)	\$2,813.50
Fiber Optic Conduit (2-2" HDPE/SDR 11) (Trench or Plow)	\$6,050.55
Fiber Optic Conduit (4" PVC w/ 2-1" HDPE/SDR 11) (Trench or Plow)	\$1,607.20
Fiber Optic Patch Panel (12 Port) (F&I)	\$770.00
Conductors (F&I) (Insulated) (#6)	\$281.00
Conductors (F&I) (Insulated) (#2)	\$1,641.82
Conduit (F&I) (Underground) (2" Schedule 40 PVC)	\$5,415.70
Cable Anti-Theft Device, Existing Conduit (F&I)	<u>\$892.50</u>
	\$22,556.27

DECREASE THE FOLLOWING PAY ITEMS:

Miscellaneous Asphalt Pavement	(\$294.00)
Directional Bore (F&I)	(\$3,335.00)
Geolocation of ITS Equipment and Infrastructure	(\$11,465.00)
Fiber Optic Cable (12-Strand Fiber) (F&I)	(\$3,613.05)
Fiber Optic Cable (72-Strand Fiber) (F&I)	(\$7,501.95)
Fiber Optic Conduit (6" BSP w/ 4-1" HDPE/SDR 11) (Directional Bore)	(\$13,102.80)
Fiber Optic Conduit (6" Split BSP Sleeve) (Trench or Plow)	(\$1,472.00)
Conductors (F&I) (Insulated) (#1/0)	(\$68.67)
Conductors (F&I) (Insulated) (#2/0)	(\$60.75)
Conduit (F&I) – Surface Mount (2" RGS)	(\$2,849.00)
Allowance for Disputes Review Board	(\$9,000.00)
Work Order Allowance	(\$83,305.28)
Cable Anti-Theft Device, New Conduit (F&I)	<u>(\$832.00)</u>
	(\$136,899.50)

TOTAL AMOUNT FOR PROJECT 429-518

(\$114,343.23)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 4, 2014

RE: Authorization to Advertise
John Young Parkway Administration Building Roof Replacement
Contract No. 001056

Board authorization is requested to advertise for bids for a Contractor to replace the roof at the John Young Parkway Administration Building. An inspection of the roof has revealed that the existing roof is beyond its serviceable life, our Maintenance Department has determined roof replacement to be the corrective action necessary. The work has a cost estimate of \$80,000.

cc: Joseph A. Berenis, Deputy Executive Director, Engineering, Operations, Maintenance & Construction
Laura Kelley, Deputy Executive Director, Finance and Administration
Ben Dreiling, Director of Construction and Maintenance
Contract File
Consent Agenda 8/14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 29, 2014

RE: Approval to Purchase Transponders

Board approval is requested to purchase 100,000 sticker type transponders from TransCore, LP for \$795,000.00. The unit cost per transponder (\$7.95) is the price TransCore charges Florida's Turnpike Enterprise and includes shipping cost. The purchase of these units is necessary to replenish our stock of this type of transponder.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Administration and Finance
Dave Wynne, Director of Toll Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: July 29, 2014

RE: Approval of Supplemental Agreement No. 14-01
TransCore, L.P., for
System Hardware Maintenance (SHM-01)
Contract No. 000178

The referenced contract with TransCore includes maintenance of toll collection system hardware, maintenance of violation enforcement system (VES) cameras and an allowance for the purchase of spare parts. It also includes a provision requiring TransCore to provide support to the Authority to install and maintain new equipment as toll lanes and collection points are added to the system.

Board approval is requested for Supplemental Agreement No. 14-01 to the referenced Contract in the not-to-exceed amount of \$635,706.00 based on a quote from TransCore that has been reviewed and approved by staff. Under the supplemental agreement TransCore will furnish and install toll equipment at the new Boggy Creek Road Ramp Toll Plazas constructed at the interchange with S.R. 417 as part of Project No. 417-301C.

Contract Amount:	\$5,947,862.57
This Adjustment	<u>\$ 635,706.00</u>
New Contract Amount:	\$6,583,568.57

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction & Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Dave Wynne, Director of Toll Operations
Contract File

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: Aug 4, 2014

RE: Increase in Contract Amount with
The W Group Consulting Firm, LLC for
Business Development Management Consultant Services; Contract No. 001009

On November 20, 2013, Contract No. 001009 was executed with The W Group Consulting Firm, LLC, in the amount of \$47,650.00 to provide business development management services. The selection of The W Group was made using the competitive sealed proposal process as detailed in the Procurement Procedures Manual. Since the value of the contract was less than \$ 50,000.00, Board approval was not required in accordance with the Procurement Policy.

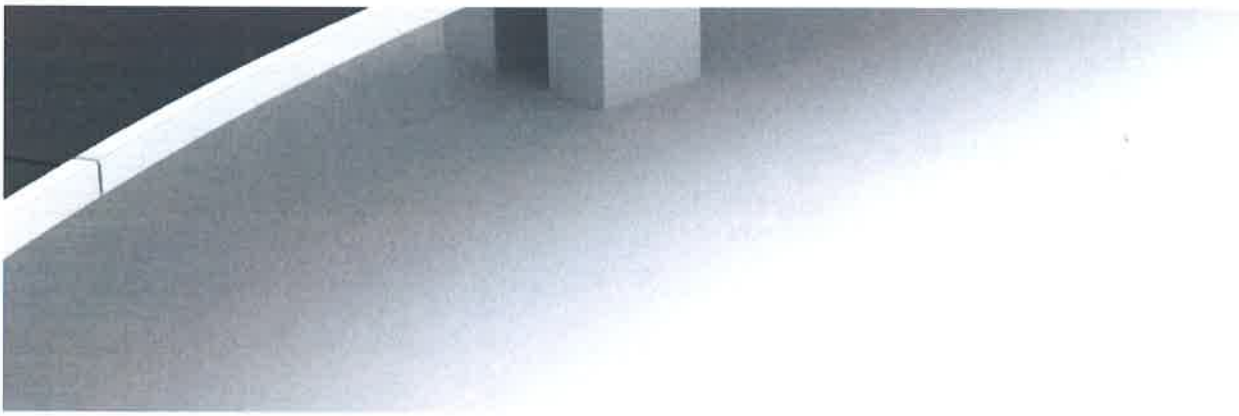
A request is being made to increase the aforementioned contract amount by \$20,350.00; this dollar amount is captured in fiscal year 2015. The new contract amount will now exceed \$50,000.00 and Board approval of the Supplemental Agreement No. 1 is required, which will bring the new Contract amount to \$68,000.00. The additional amount is necessary to provide assistance to the Business Development Office in an effort to engage business stakeholders within our expanded county jurisdictions (Seminole, Lake, and Osceola) and initiate the attached Strategic Outreach Plan (Attachment 1) that will build on CFX's vision to "*Cultivate local small, minority and women-owned businesses with the necessary resources to become effective viable businesses in our community.*" The outreach plan will assist the Business Development Office to extend support and facilitate engagement activities associated with business inclusion and awareness of CFX's procurement opportunities. Our goal is to strengthen coordination and build capacity.

Orange County and City of Orlando are included in this plan as a point of reference.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Iranetta Dennis, Director of Business Development
Contract File
Consent Agenda 8/14

Central Florida Expressway Authority
2014 SMALL BUSINESS PROPOSED STRATEGIC OUTREACH PLAN





PURPOSE

Community, Connectivity and Commerce

Building on the Central Florida Expressway Authority's vision to "Cultivating local small, minority and women-owned businesses with the necessary resources to become effective viable businesses in our community". This Outreach Strategic Plan is intended to serve as a guide for the Outreach programming for the Central Florida Expressway Authority. It is a document that will be reviewed and updated by the Business Development Director.

GOALS

Strengthening coordination and building capacity by:

- Improve public awareness, and accurate understanding of the Central Florida Expressway Authority's mission, goals and accomplishments.
- Initiate strategic outreach plan to support newly added County's (Seminole, Lake, and Osceola) to the Authority's Business Development Programming.
- Increase collaboration and increase synergy with the Central Florida Expressway Authority and small business groups.

OBJECTIVES

Establish outreach program to provide guidance and focus for outreach and communication efforts.

- Develop and enhance communication tools to reach the small business community
- Encourage face-to-face interactions with small businesses
- Take opportunity to visibly promote the Central Florida Expressway Authority
- Establish specialized partnerships with counties within the Central Florida Expressway Authority.
- Increase partnering activities with small business community groups to further stewardship.
- Solicit new ways of collaborating in order to achieve mutual goals and objectives

TARGET AUDIENCE

Small, minority and/or women owned business enterprises:

- That is domiciled within Orange County, the City of Orlando, Lake County, Seminole County or Osceola County.
- Businesses providing services in the area(s):

General Road Construction	Engineering
Bridge Building/Improvements	Environmental
Land Building Surveys	Maintenance
Architectural	Custodial
Professional Services	



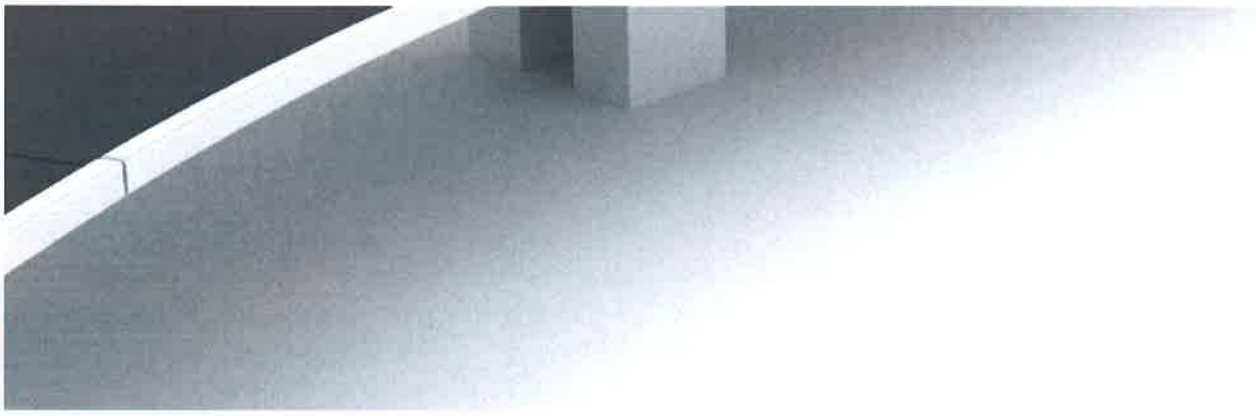
OUTREACH STRATEGIES

Build new business relationships through networking and specialized partnerships with minority, women and small business groups that support Minority and Women Business Enterprise (MWBE) and small business inclusion in the solicitation of bids.

- Work with small businesses and MWBE focused groups in attempt to recruit business participation in the Central Florida Expressway Authority RFP's/bids.
- Participate in stakeholder events and/or meetings with new member stakeholders.
- Emphasize the importance of being a certified minority, women and/or Disadvantage business enterprise with Orange County, City of Orlando and/or Florida Department of Transportation for subcontracting opportunities.
- Facilitate meetings with small business groups, and key stakeholders to develop stakeholder buy-in that will be incorporated into a comprehensive outreach plan
- Assess the effectiveness of this Outreach Plan by monitoring business participation.
- Create and maintain a listing of MWSBEs for Business Development communication, updates and notifications.
- Utilize other media, as appropriate, likely to inform potential businesses of bid opportunities in such minority and small business focused media.
- Share the Central Florida Expressway Authority's Outreach efforts with other interested businesses and organizations.
- Develop tracking tool for outreach activities
- Develop photo gallery database to be included in internal and external communications

TRACKING TOOL

OUTREACH SCHEDULE FY14				
Outreach Need(s): Target Audience(s): Goal(s): Objective(s):				
Date	Location	Partners	Outreach Tools	Notes



OUTREACH ACTIVITIES

Activities include but not limited to the following:

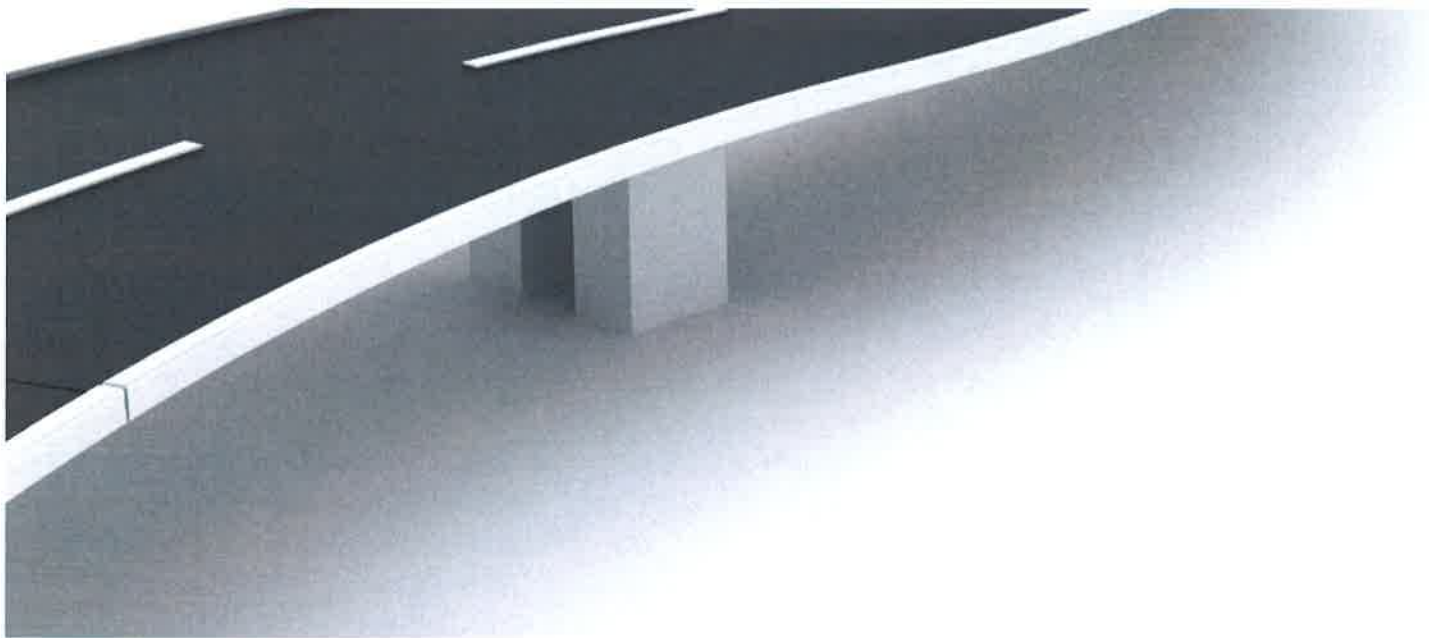
- Identify Business Stakeholders
- Obtain Contact Information
- Engagement Communications (ie. phone calls, email, in-person meetings)
- Identifying primary points of contact
- Scheduling meetings
- Follow up meetings and communications

Points of discussion with primary contacts include but not limited to:

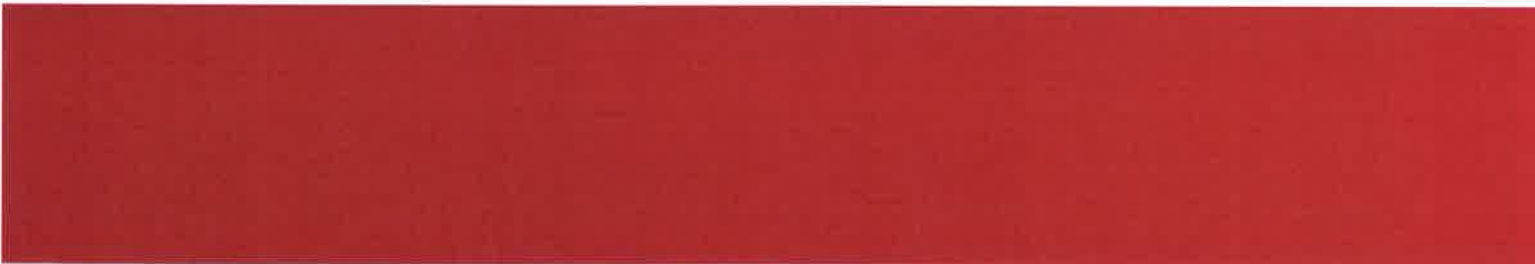
- Mission and values of the Central Florida Expressway Authority
- Changes and updates within new structure
- Outline and memorialize resource partnership (where appropriate and applicable)
- Discuss potential participation in stakeholder events along media opportunities for the purposes of raising awareness.

OUTCOMES AND IMPACTS

- Increased awareness of agency changes, program offerings and requirements for doing business with the Central Florida Expressway Authority.
- Increased leverage of resources through strategic partnerships and community coalition networks.
- Increased registration enrollment of small businesses in the Small Sustainable Business Enterprise (SSBE) and Micro Contracts Program.
- Strengthening the capacity of local small businesses.



SEMINOLE COUNTY



SEMINOLE COUNTY BUSINESS STAKEHOLDERS

BUSINESSES LEAGUES, TRADE GROUPS AND CHAMBER OF COMMERCE – 501(c) 6

A business league is an association of persons having some common business interest, the purpose of which is to promote such common interest and not to engage in a regular business of a kind ordinarily carried on for profit.

Chambers of commerce and boards of trade are organizations of the same general type as business leagues. They direct their efforts at promoting the common economic interests of all commercial enterprises in a trade or community, however.

STAKEHOLDER (S)

Seminole County Regional Chamber of Commerce
Oviedo – Winter Springs Regional Chamber of Commerce
Casselberry Chamber of Commerce
Greater Sanford Regional Chamber of Commerce

BUSINESS FOCUSED COLLABORATIVES – 501(c) 3

Collaborative approach to small business development with the ability to leverage resources and skills providing access to business assistance organizations for local entrepreneurs.

STAKEHOLDER (S)

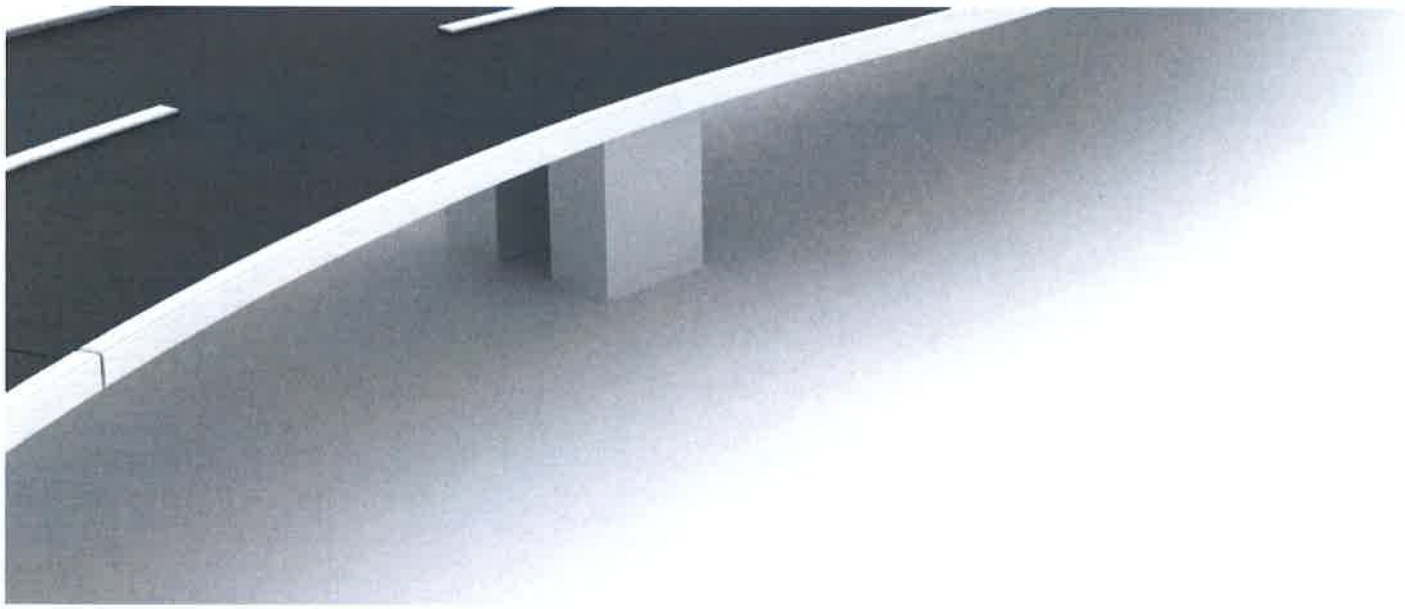
Seminole State College Small Business Development Center
Central Florida Partnership

GOVERNMENT STAKEHOLDERS

Governmental entities, agencies or departments whose mission is to aid businesses start, build and grow their businesses.

STAKEHOLDER (S)

Seminole County Economic Development Division
U.S. Small Business Administration



LAKE COUNTY



LAKE COUNTY BUSINESS STAKEHOLDERS

BUSINESSES LEAGUES, TRADE GROUPS AND CHAMBER OF COMMERCE – 501(c) 6

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STAKEHOLDER (S)

Astor Area Chamber of Commerce
East Lake County Chamber of Commerce
Lake Eustis Area Chamber of Commerce
Lady Lake Area Chamber of Commerce
Leesburg Area Chamber of Commerce
Mount Dora Chamber of Commerce
Northeast Lake Chamber of Commerce
South Lake Chamber of Commerce
Tavares Chamber of Commerce
Umatilla Chamber of Commerce

BUSINESS FOCUSED COLLABORATIVES – 501(c) 3

Collaborative approach to small business development with the ability to leverage resources and skills providing access to business assistance organizations for local entrepreneurs.

STAKEHOLDER (S)

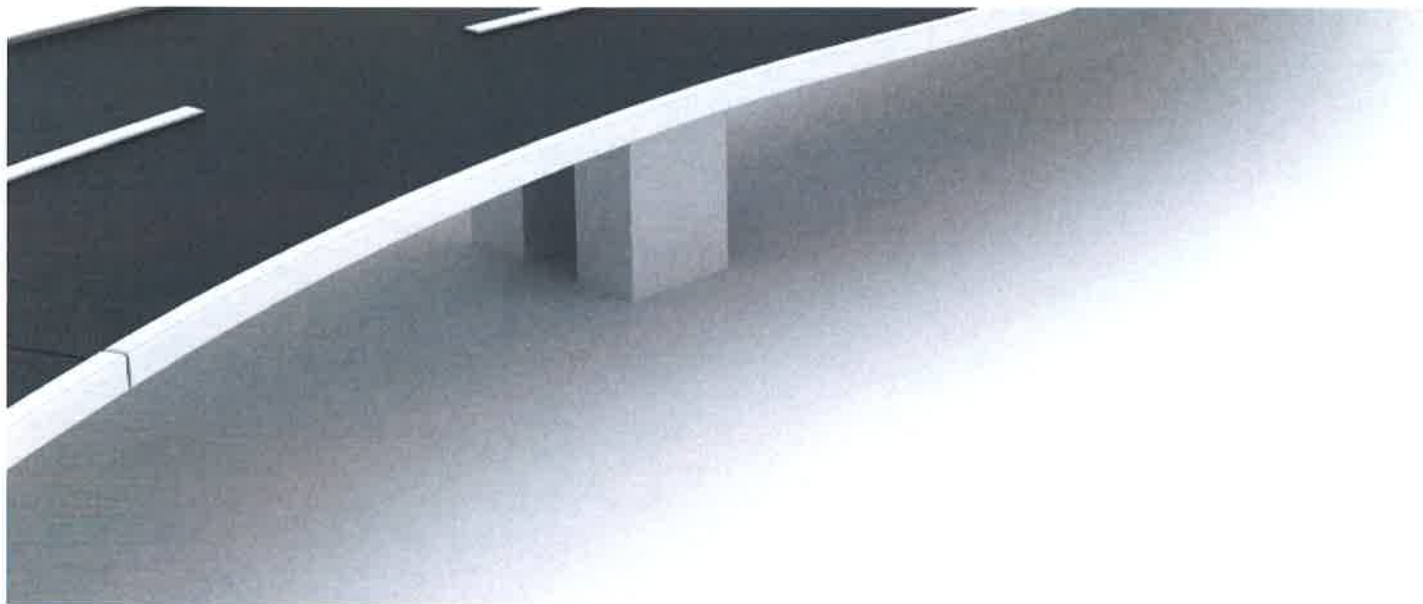
Lake-Sumter State College Business Incubator
Central Florida Partnership

GOVERNMENT STAKEHOLDERS

Governmental entities, agencies or departments whose mission is to aid businesses start, build and grow their businesses.

STAKEHOLDER (S)

Lake County Economic Development Division
U.S. Small Business Administration



CITY OF ORLANDO



CITY OF ORLANDO BUSINESS STAKEHOLDERS

BUSINESSES LEAGUES, TRADE GROUPS AND CHAMBER OF COMMERCE – 501(c) 6

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STAKEHOLDER (S)

Orlando Regional Chamber of Commerce

East Orlando Chamber of Commerce

BUSINESS FOCUSED COLLABORATIVES – 501(c) 3

Collaborative approach to small business development with the ability to leverage resources and skills providing access to business assistance organizations for local entrepreneurs.

STAKEHOLDER (S)

Central Florida Partnership

GOVERNMENT STAKEHOLDER

Governmental entities, agencies or departments whose mission is to aid businesses start, build and grow their businesses.

STAKEHOLDER (S)

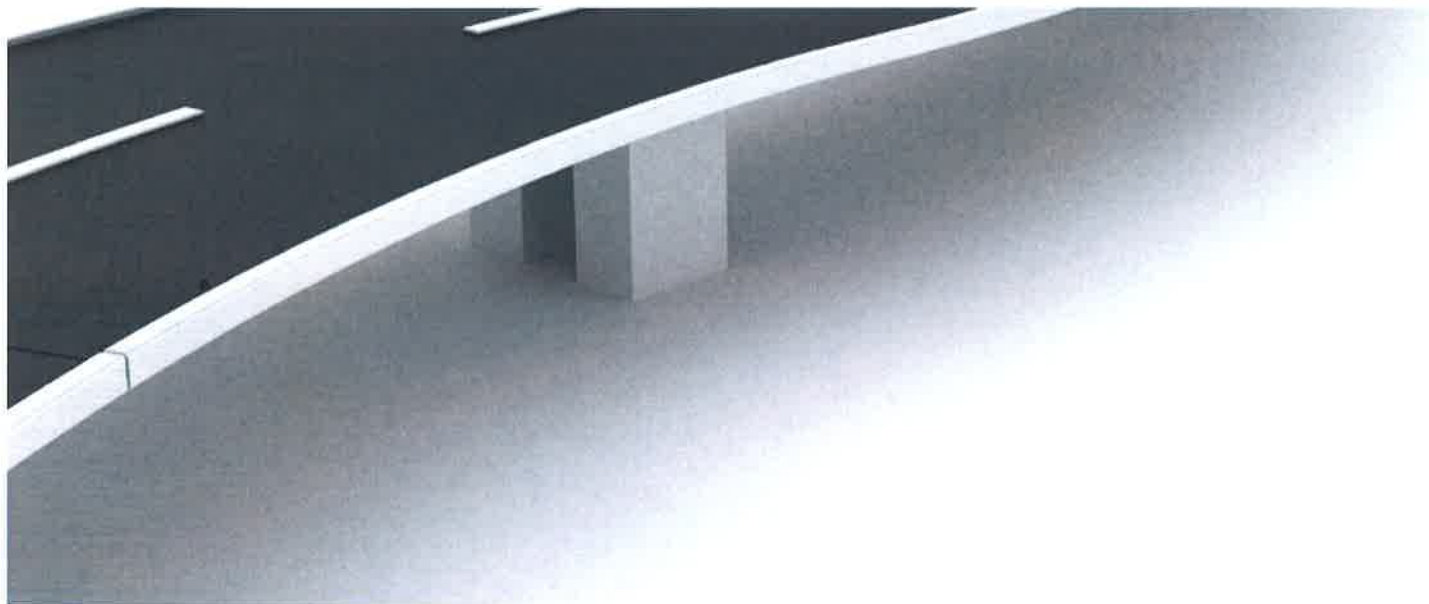
Mayor's Business Assistance Team

The Blueprint

Orlando Main Street

The Downtown Development Board

U.S. Small Business Administration



ORANGE COUNTY



ORANGE COUNTY BUSINESS STAKEHOLDERS

BUSINESSES LEAGUES, TRADE GROUPS AND CHAMBER OF COMMERCE – 501(c) 6

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STAKEHOLDER (S)

National Association of Women Business Owners (NAWBO)
National Association of Minority Contractors (NAMC)
Florida Minority Supplier Development Council (FMSDC)
National Black MBA Association of Central Florida (NBMBA)
African American Chamber of Commerce of Central Florida
Apopka Chamber of Commerce
Asian American Chamber of Commerce
Caribbean Chamber of Commerce
Central Florida Disability Chamber of Commerce
Haitian American Chamber of Commerce
Hispanic Chamber of Commerce of Metro Orlando
LGBT Chamber of Commerce
Oviedo-Winter Springs Regional Chamber of Commerce
Puerto Rican Chamber of Commerce
West Orange County Chamber of Commerce
Winter Park Chamber of Commerce

BUSINESS FOCUSED COLLABORATIVES – 501(c) 3

Collaborative approach to small business development with the ability to leverage resources and skills providing access to business assistance organizations for local entrepreneurs.

STAKEHOLDER (S)

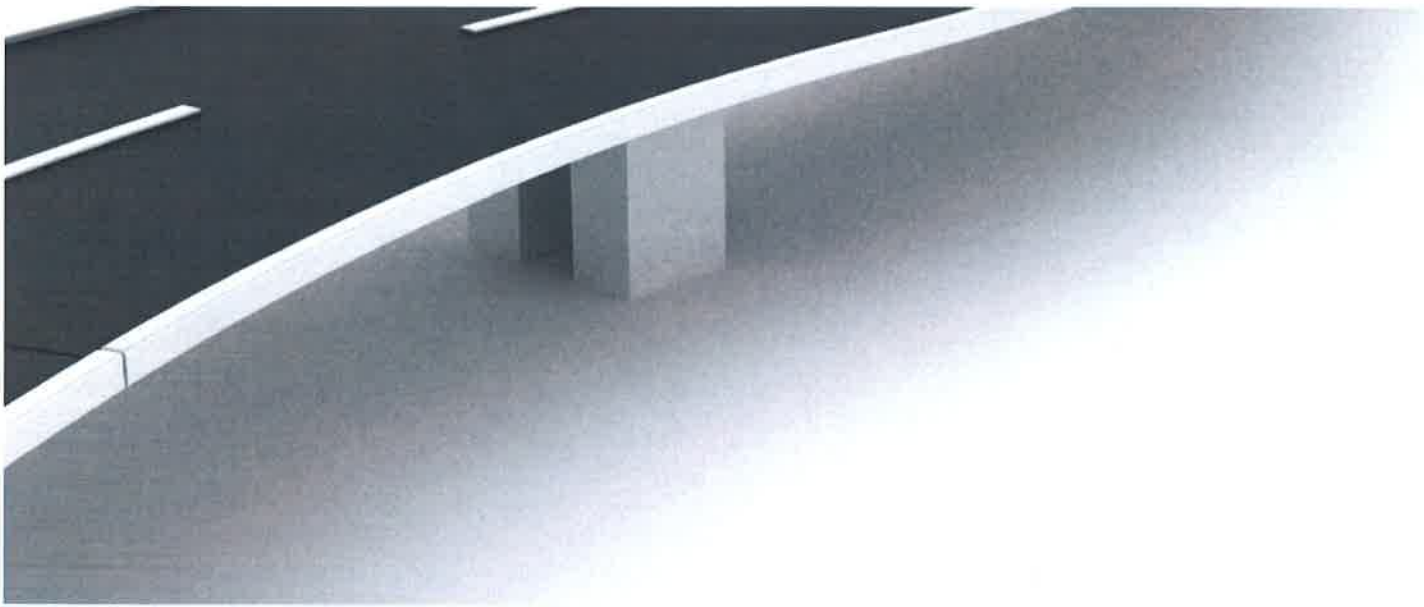
National Entrepreneur Center
Greater Orlando Business Leadership Network
SCORE Orlando
UCF Business Incubator Program
UCF Small Business Development Center

GOVERNMENT STAKEHOLDER

Governmental entities, agencies or departments whose mission is to aid businesses start, build and grow their businesses.

STAKEHOLDER (S)

Orange County Vendor Services
U.S. Small Business Administration



OSCEOLA COUNTY



OSCEOLA COUNTY BUSINESS STAKEHOLDERS

BUSINESSES LEAGUES, TRADE GROUPS AND CHAMBER OF COMMERCE – 501(c) 6

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STAKEHOLDER (S)

Kissimmee/Osceola Chamber of Commerce

Small Business Area Council

St. Cloud Greater Osceola Chamber of Commerce

Hispanic Business Council

BUSINESS FOCUSED COLLABORATIVES – 501(c) 3

Collaborative approach to small business development with the ability to leverage resources and skills providing access to business assistance organizations for local entrepreneurs.

STAKEHOLDER (S)

Central Florida Partnership

GOVERNMENT STAKEHOLDER

Governmental entities, agencies or departments whose mission is to aid businesses start, build and grow their businesses.

STAKEHOLDER (S)

Osceola County Economic Development Division

U.S. Small Business Administration

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Board Members
Central Florida Expressway Authority

FROM: Lisa Lumbard, Interim Chief Financial Officer

DATE: July 28, 2014

RE: Disposal of Inventory



Staff requests authorization to dispose of equipment items that are broken and/or are no longer of use to the Authority using the services of Southeastern Data.

Actual/Est Acquire Date	Item	Cost/Est Cost	Asset Tag Number	Location
2005	UPS Battery System ¹	\$15,527.00	7025	Independence

¹This is a pair of large surge protector/battery backups for the revenue collecting system at the plaza.

CC: Joe Berenis, Deputy Executive Director
Consent Agenda 8/14