

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING August 14, 2014

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### Board Members Present:

Commissioner S. Scott Boyd, Orange County  
Commissioner Welton G. Cadwell, Lake County  
Commissioner Brenda Carey, Seminole County  
Mayor Buddy Dyer, City of Orlando  
Mayor Teresa Jacobs, Orange County  
Walter A. Ketcham, Jr.

### Board Member Participating by Phone:

Commissioner Fred Hawkins, Jr., Osceola County

### Non-Voting Advisor Absent:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

### 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 10:55 a.m. by Chairman Welton Cadwell.

## PUBLIC COMMENT

There were no comments from the public.

## APPROVAL OF MINUTES

**A motion was made by Mayor Dyer and seconded by Commissioner Boyd to approve the minutes of the July 10, 2014 Board Meeting. The motion carried unanimously with six members of the Board present and voting AYE by voice vote and Commissioner Hawkins voting AYE via phone.**

## **APPROVAL OF CONSENT AGENDA**

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

### **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)
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:
  - 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

Commissioner Carey had questions regarding Consent Agenda items #6, #8, #12, #13 & #15. Robert Simon of Winderweedle, Haines, Ward & Woodman addressed #6 and #8. David Shontz of Shutts & Bowen answered the questions for #12 and #13.



Regarding #15, Commissioner Carey expressed her concern regarding an inconsistency in the closing date from the original contract that was not addressed in the First Amendment. She also asked if they expect to make the August 15 date for title commitment and survey. Steve Zucker of Shutts and Bowen explained that the First Amendment did not address the 6/30/14 closing date because it was done on April 24. The Second Amendment extends the closing date to 12/31/14. They anticipate a Third Amendment to extend the August 15 title commitment and survey dates.

Board members requested that more comprehensive information be provided for Consent Agenda items in the future.

**A motion was made by Mayor Jacobs and seconded by Commissioner Boyd to approve the Consent Agenda as presented. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Hawkins voting AYE by phone.**

#### **DISCUSSION OF RULES OF PROCEDURE FOR BOARD MEETINGS**

Over the past month General Counsel Joseph Passiatore has worked with attorneys from the City and Counties to prepare draft Rules of Procedure for Board Meetings.

Attorney Jo Thacker of Broad and Cassel went over the proposed Rules of Procedure for Board Meetings.

There was discussion regarding the circumstances when a Board member should be allowed to participate in the Board meetings by telephone. The Board members made the following recommendations for amendments:

- Allow participation by telephone when the absence is due to scheduling conflicts or illness.
- A Board member may only participate by telephone and vote on Authority matters where a quorum is physically present.
- Allow telephone participation to 2 or 3 times a year.

It was also suggested to amend the Rules for the Board meetings to begin at 9:00 a.m. instead of 9:30 a.m.

**A motion was made by Mayor Dyer and seconded by Mr. Ketcham to approve the Rules of Procedure for Board Meetings as amended above. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Hawkins voting AYE by phone.**

#### **APPROVAL OF REAL ESTATE AND PURCHASE AGREEMENT FOR THE SALE OF SURPLUS PARCEL NOS. 148, 149 & 150 (PARTIAL) TO ASBURY THEOLOGICAL SEMINARY**

Attorney Jere Daniels of Winderweedle, Haines, Ward & Woodman presented the Real Estate and Purchase Agreement for the sale of surplus property to Asbury Theological Seminary for the Board's approval. The Right of Way Committee reviewed and recommended this transaction for approval on July 15, 2014. The property became surplus following the realignment of the SR 408/SR 417 Interchange. The surplus property is adjacent to the Asbury Theological Seminary. The purchase price is \$1,985,000.

Commissioner Carey expressed her concern that all non-profit organizations were not given the opportunity to bid on this property. (See "Other Business/Board Member Comments (3)" for additional comments by Commissioner Carey.) Mayor Jacobs voiced her concern that the surplus property policy has no requirement that the purchaser retain ownership of the property for a period of time. Chairman Cadwell, Commissioner Carey and Mayor Jacobs agreed that the surplus property policy should be amended regarding surplus property purchases by non-profit organizations.

Counsel for Ashbury, Kevin Kelly stated that the Seminary intends to use the property to expand their campus. He asked for a vote today, since the discussions were initiated under the current procedures. When asked if his client would be amenable to a restrictive covenant, he stated that he believes that his client would be agreeable.

**A motion was made by Commissioner Carey and seconded by Commissioner Boyd to continue this item to the next board meeting and to come back with an amendment that reflects the discussion today. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Hawkins voting AYE by phone.**

**CONSIDERATION OF ADOPTION OF RECOMMENDED ORDER IN LANE CONSTRUCTION BID PROTEST**

General Counsel Joseph Passiatore explained the issues and procedures followed in the bid protest by Lane Construction for the S.R. 528 Airport Mainline Plaza Demolition and Ramp Plaza Construction (Project 528-405).

Attorney Denise Hammond of Wright, Fulford, Moorhead & Brown reported that the Hearing Officer recommended that Lane's protest be dismissed.

**A motion was made by Mayor Jacobs and seconded by Commissioner Carey to accept the Hearing Officer's Recommended Final Order. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Hawkins voting AYE by phone.**

**APPROVAL OF CONTRACT WITH SOUTHLAND CONSTRUCTION CORP. FOR S.R. 528 AIRPORT MAINLINE PLAZA DEMOLITION AND RAMP PLAZA CONSTRUCTION PROJECT NO. 528-405**

**A motion was made by Mayor Jacobs and seconded by Mayor Dyer to award the contract to Southland Construction for Project No. 528-405. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Hawkins voting AYE by phone.**

**OTHER BUSINESS/BOARD MEMBER COMMENT**

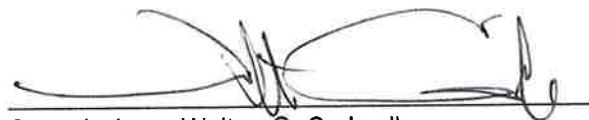
- 1) Mayor Jacobs will not be able to attend the September 11 Board meeting due to a scheduling conflict and will most likely not be able to participate by phone.

**A motion was made by Mayor Jacobs and seconded by Commissioner Boyd to authorize staff to determine whether we can move the next Board meeting to accommodate Mayor Jacob's calendar while still accommodating the rest of the Board members' calendars. The motion carried unanimously with six members present and voting AYE by voice vote and Commissioner Hawkins voting AYE by phone.**

- 2) There was discussion regarding changing the date of the Board meetings because the monthly financial data will not be available by the second Thursday of the month. **By consensus, staff was directed to evaluate moving the Board meetings to the third Thursday of the month.**
- 3) Commissioner Carey requested that staff look into the Policy Regarding Disposition of Excess Lands, in particular the section relating to the sale of surplus property to non-profit organizations, and come back to the Board with amendments as soon as possible.
- 4) Commissioner Boyd mentioned that Lake County is working on a sector plan that butts up against Southwest Orange County. He asked Commissioner Cadwell to talk to the Lake County Commission about a potential road project that would connect to Highway 27 which could benefit both counties.

#### **ADJOURNMENT**

There being no further business to come before the Board, the Chairman adjourned the meeting at 11:55 a.m.

  
Commissioner Welton G. Cadwell  
Chairman  
Central Florida Expressway Authority

  
Darleen Mazzillo  
Recording Secretary/Executive Assistant  
Central Florida Expressway Authority

Minutes approved on Sept. 11, 2014.

*Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at [publicrecords@CFXWay.com](mailto:publicrecords@CFXWay.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](http://www.expresswayauthority.com)*

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## AGENDA CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING

August 14, 2014

Board Meeting will begin following the conclusion of 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 –** *Joseph Passiatore, Esq., General Counsel and Jo Thacker, Esq., Broad and Cassel*

Action Item

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

Action Item

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

Action Item

4. **APPROVAL OF CONTRACT WITH SOUTHLAND CONSTRUCTION CORP. 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*

Action Item

**F. OTHER BUSINESS / BOARD MEMBER COMMENT**

**G. ADJOURNMENT**

This meeting is open to the public.

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

## EXHIBIT "A"

## 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)
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## **ENGINEERING**

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# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

28. Approval of Construction Contract Modifications on the following contracts:

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- 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)

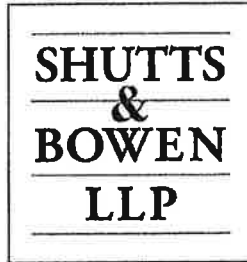
## **FINANCE/ACCOUNTING**

33. Authorization for disposal of inventory items



## **CONSENT AGENDA ITEM**


**#1**



*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

A handwritten signature in dark ink is located to the right of the "FROM:" line, extending from the "FROM:" line down towards the "DATE:" line.

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

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

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	 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8564	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 216
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE		S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
BSA PROJECT NO.	EA11-11			SHEET 2 OF 3
REVISION	BY	DATE		

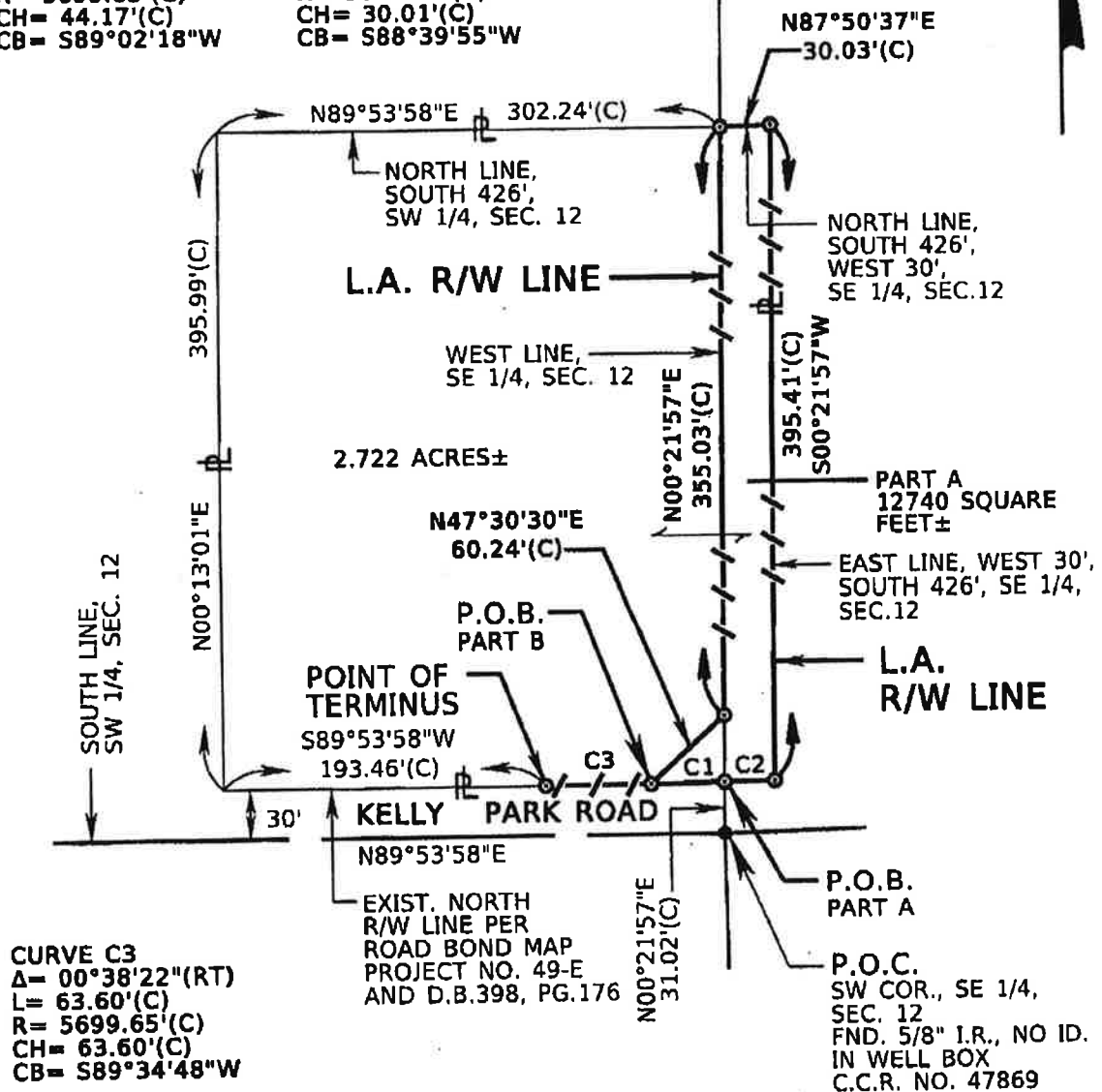
BEARING STRUCTURE BASED ON THE SOUTH LINE  
OF THE SOUTHWEST 1/4 OF SEC. 12-20-27, BEING  
N89°53'58"E, FLORIDA STATE PLANE COORDINATE  
SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

**CURVE C1**  
Δ= 00°26'38"(RT)  
L= 44.17'(C)  
R= 5699.65'(C)  
CH= 44.17'(C)  
CB= S89°02'18"W

**CURVE C2**  
Δ= 00°18'06"(RT)  
L= 30.01'(C)  
R= 5699.65'(C)  
CH= 30.01'(C)  
CB= S88°39'55"W

SCALE: 1" = 100'

0 50 100



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 55-17, FLORIDA  
ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027,  
FLORIDA STATUTES.

WILLIAM E. BYRD, JR. 1/18/13 DATE  
LICENSE NUMBER 5442

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

CERTIFICATION OF AUTHORIZATION No. LB 1321

**BOWLER SINGLETON**  
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

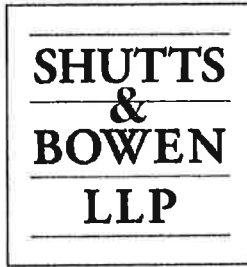
PARCEL  
216

SCALE: 1"=100'

SHEET 3 OF 3

## **CONSENT AGENDA ITEM**

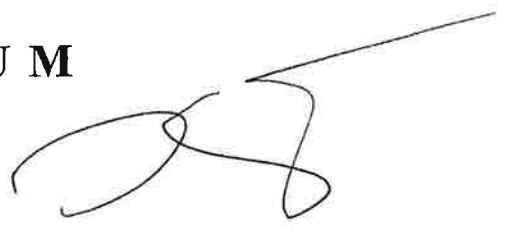
**#2**



*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.D. = 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  
L.B. = 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) SEC. = RADIAL  
TITF = SECTION  
W/ = TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND  
P.L. = WITH  
P.L. = PROPERTY LINE  
S.P.O. = SAME PROPERTY OWNER  
D.C.A. = DELTA (CENTRAL ANGLE)  
C.I.D. = CHANGE IN DIRECTION  
L.A.R.W. = LIMITED ACCESS R/W LINE  
R.W. = R/W LINE

DATE NOVEMBER 18, 2013		CERTIFICATION OF AUTHORIZATION No. LB 3221		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						SHEET 1 OF 4	
REVISION BY DATE		S.WARE 01/13/2014					

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


**LEGAL DESCRIPTION:**

**PART B**

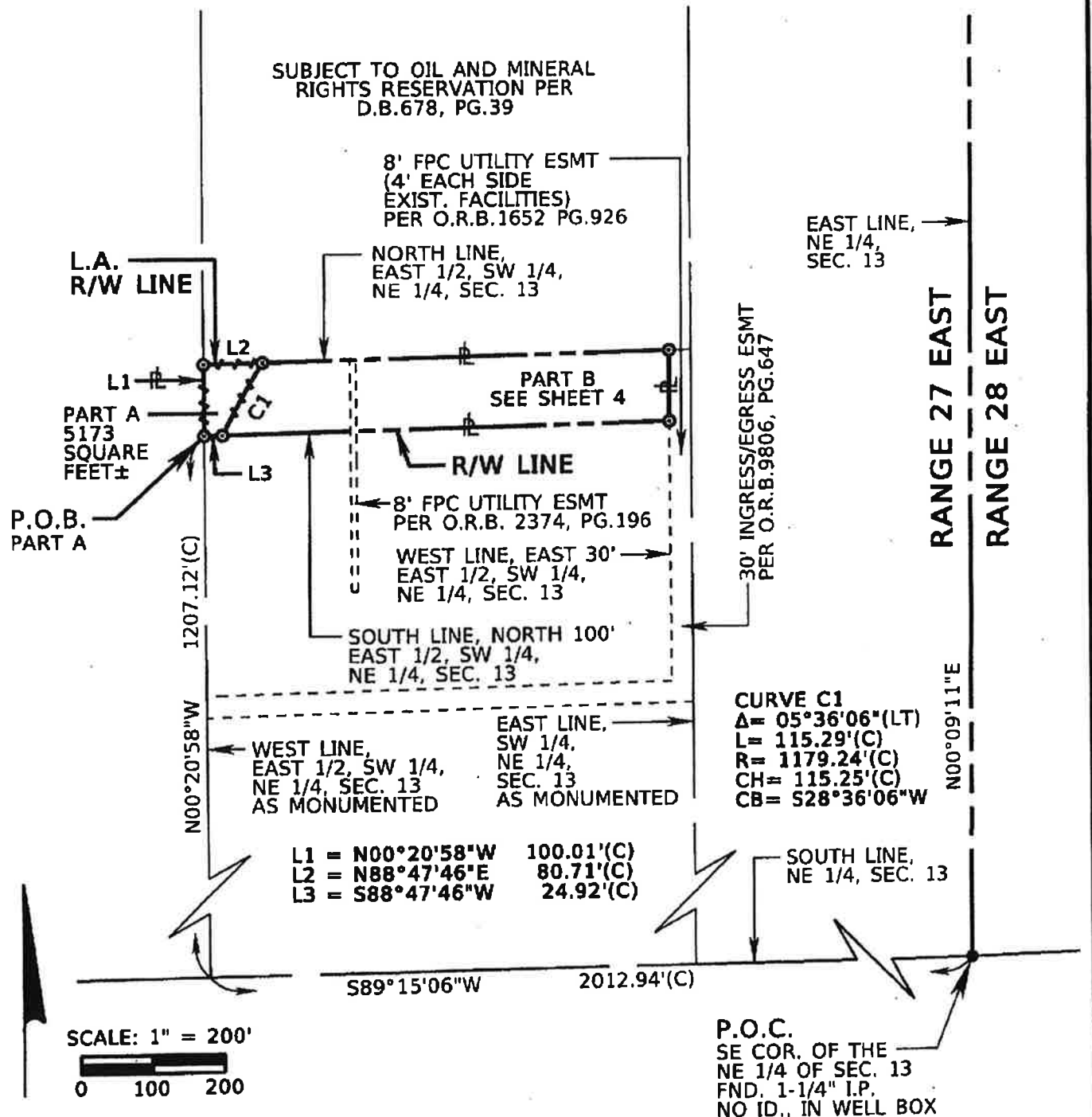
A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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		 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 201
DRAWN BY		M.ROLLINS				
CHECKED BY		S.WARE			S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
BSA PROJECT NO.		EA111-J1				
REVISE SECTION BREAKDOWN		S.WARE		01/13/2014	SHEET 2 OF 4	
REVISION		BY				

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.

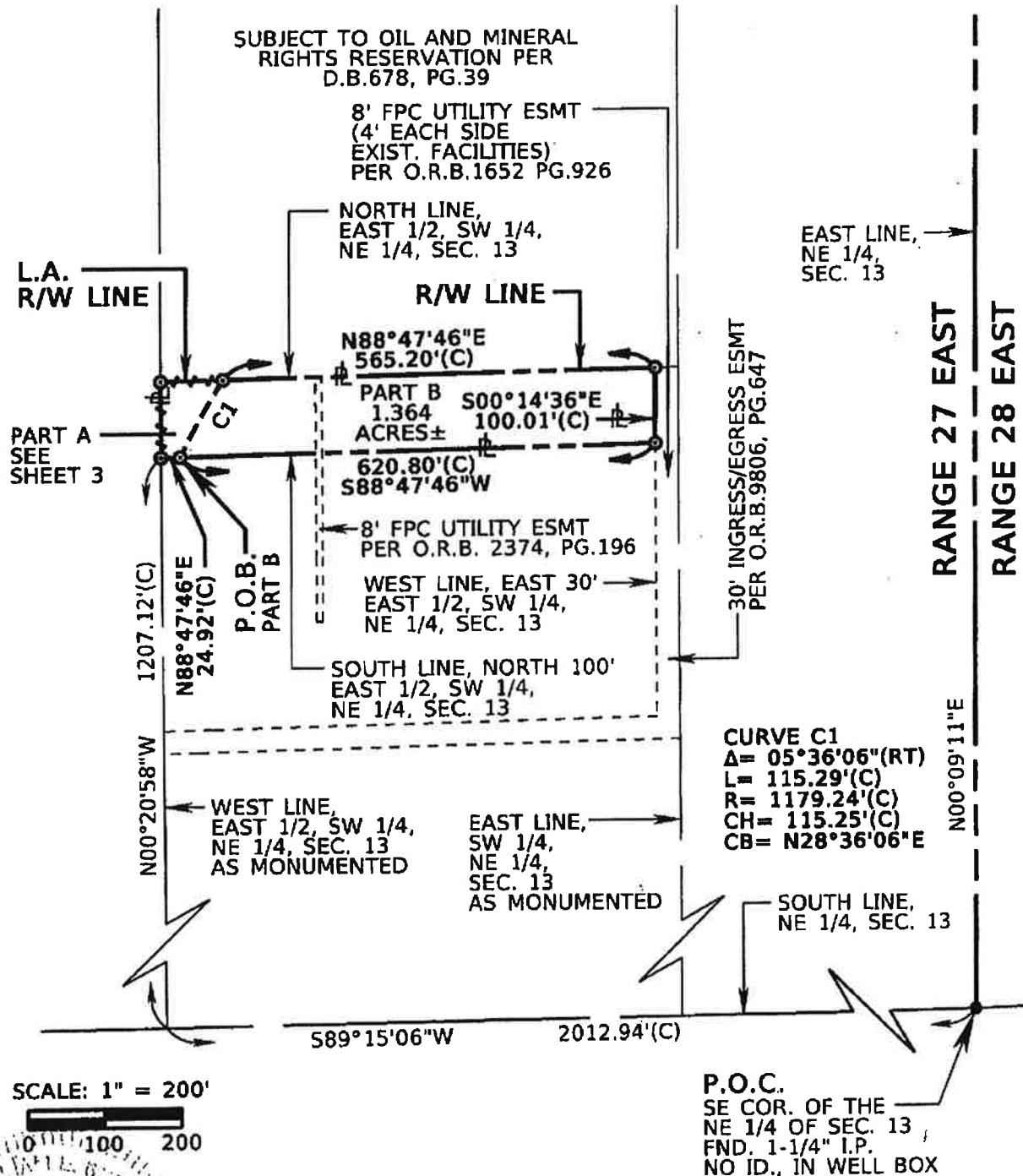


SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST

PROJECT NO. 429-203

DATE	NOVEMBER 18, 2013	CERTIFICATION OF AUTHORIZATION No. 18 2221	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: 1"=200'
CHECKED BY	S.WARE			SHEET 3 OF 4
BSA PROJECT NO.	EA11-J1	520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-849-8664		
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.



I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 61-17, 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 THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF AUTHORIZATION No. LB 1221

**BS** BOWYER SINGLETON

520 SOUTH MAGNOLIA AVENUE  
ORLANDO, FLORIDA 32801  
(407) 843-5120  
FAX 407-649-8864

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

## **CONSENT AGENDA ITEM**


**#3**

**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





PARCEL 109  
Faircloth  
Aerial Site Map

 PARCEL 109 (17 1962 00)  
CITY EAST BOUNDARY OF TAP: ARLA



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

## **CONSENT AGENDA ITEM**


**#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**

**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:**

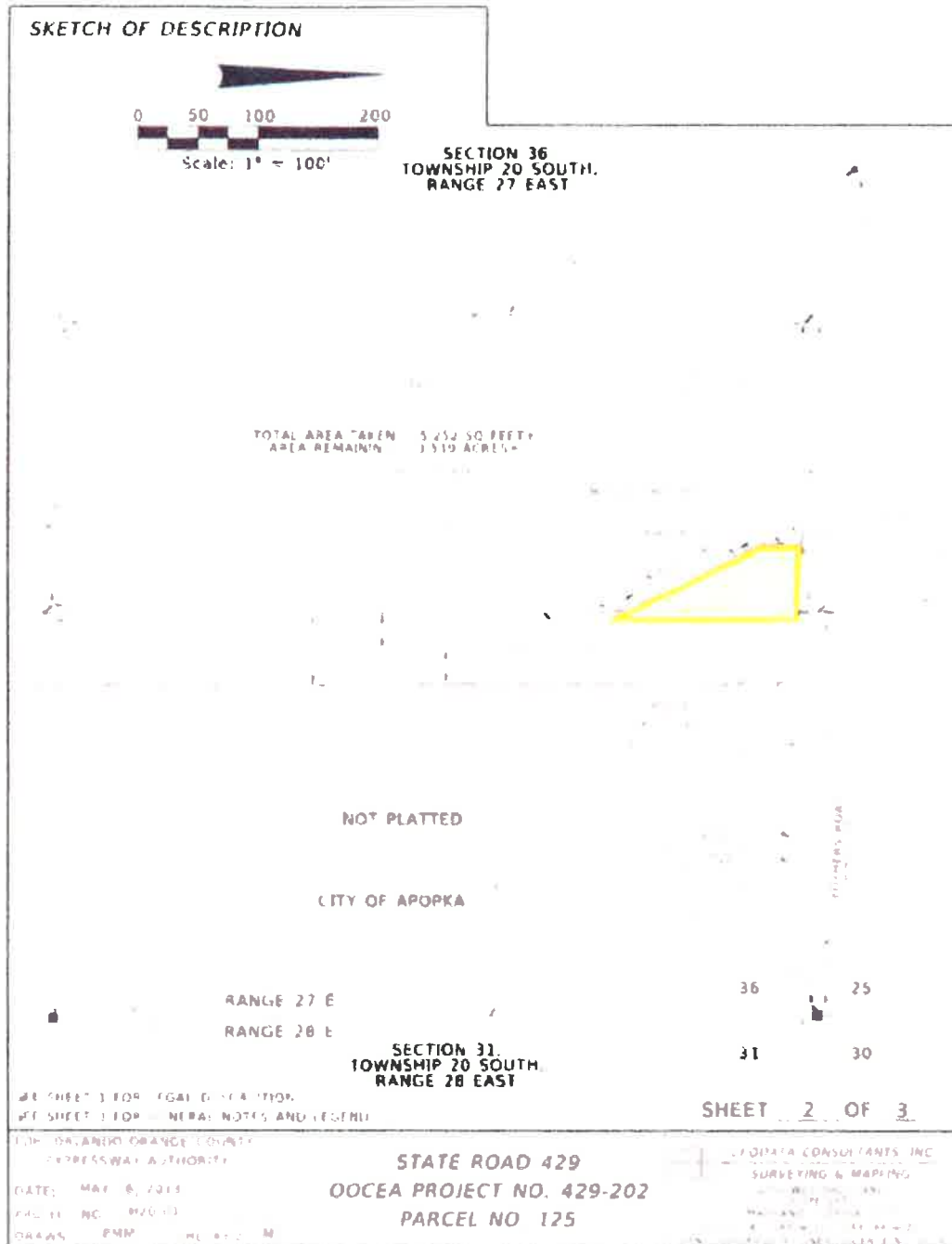
The proposed settlement was recommended for Board approval by the Right of Way Committee at the July 15, 2014 meeting. We respectfully request the Board's approval of the proposed Real Estate Purchase Agreement with a purchase price of \$4,400.00 in full settlement of all claims for compensation for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

**ATTACHMENTS:**

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



## Parcel 125 Sketch



**PURCHASE AGREEMENT**

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

**Seller: David J. Martin**

**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:

**I. Description of Property**

(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.

**II. PURCHASE PRICE**

**(a) Real Property**

Land	1.	\$	<u>3,600.00</u>
Improvements	2.	\$	<u>800.00</u>
Real Estate Damages	3.	\$	<u>0.00</u>
(Severance/Cost-to-Cure)			

<b>Total Real Property</b>	<b>4.</b>	<b>\$</b>	<b><u>4,400.00</u></b>
----------------------------	-----------	-----------	------------------------

<b>(b) Total Personal Property</b>	<b>5.</b>	<b>\$</b>	<b><u>0.00</u></b>
------------------------------------	-----------	-----------	--------------------

**(c) Fees and Costs**

Attorney Fees	6.	\$	<u>0.00</u>
Appraiser Fees	7.	\$	<u>0.00</u>


<b>Total Fees and Costs</b>	<b>9.</b>	<b>\$</b>	<b><u>0.00</u></b>
-----------------------------	-----------	-----------	--------------------

<b>(d) Total Business Damages</b>	<b>10.</b>	<b>\$</b>	<b><u>0.00</u></b>
-----------------------------------	------------	-----------	--------------------

<b>(e) Total of Other Costs</b>	<b>11.</b>	<b>\$</b>	<b><u>0.00</u></b>
---------------------------------	------------	-----------	--------------------

List: \_\_\_\_\_

<b>Total Purchase Price (Add Lines 4, 5, 9, 10 and 11)</b>		<b>\$</b>	<b><u>4,400.00</u></b>
--	--	-----------	------------------------

(f) Portion of Total Purchase Price to be paid to Seller by Expressway Authority at Closing		\$	<u>4,400.00</u>
---	--	----	-----------------

(g) Portion of Total Purchase Price to be paid to Seller by Expressway Authority upon surrender of possession		\$	<u>0.00</u>
---	--	----	-------------

### 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**

 4-25-14  
Signature Date

David J. Martin  
Type or print name

**Buyer: Orlando-Orange County Expressway Authority**

BY:  5/29/14  
Signature Date

JOSEPH A. BURRIS  
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 \_\_\_\_\_





Orlando-Orange County Expressway Authority

**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

By: David J Martin

type or print name and title

Date 4-28-14

**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

## 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 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 471, FLORIDA STATUTES, AND IS IN ACCORDANCE WITH CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO RULES AND REGULATIONS SHOWN HEREON.

11-11-2013  
I, [Signature], 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 &amp; MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE (407) 660-2322 FAX 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

## Page 1 of 1

SECTION 36,  
TOWNSHIP 20 SOUTH,  
RANGE 27 EAST

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

125

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

N03°21'13"W 32 96'(C)

R/W LINE

133-2-15

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

1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

P.O.B.

NO 5/8 IRC  
LB 6724 -  
N. 38' W (F)  
K3 1/2 CM

PLS 2511  
N 0.25'W(F)

NE CORB

SECTION 30  
END 6"  
BROKEN WITH  
NO IDENTIFI

NO IDENTIFI  
N 159229  
E 47678  
FND

NO IDENTIFI  
0 36'S 0 0  
CCR

[Downloaded from ascelibrary.org by University of California, San Diego on 06/09/15](#)

9

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02

LAND

CITY OF APOPKA

RANGE 27 E

RANGE 28 E

SECTION 31,  
TOWNSHIP 20 SOUTH,  
RANGE 28 EAST

SHEET 2 OF 3

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



## SURVEYING & MAPPING

2700 WESTHALL LANE  
SUITE 127

SUITE 137  
MAITLAND, FLORIDA 32751

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

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:

W. J. Jenkins  
Witness:  
Natlynn Jenkins  
Printed Name:

By: David J. Martin  
David J. Martin

T. J. Martin  
Witness:  
Irene Martin  
Printed Name:

SIGNATURE PAGE CONTINUES

**Exhibit "C"**

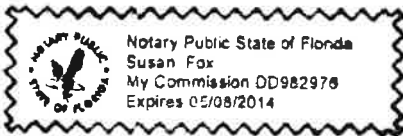
**STATE OF FLORIDA**

**Page 2 of 7**

**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



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 1592253 8508  
E 174136 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  
DRB 813 PG 268 & 275

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

FND 4" X 4" CM  
W/ CAP ILLEGIBLE  
188 N 0.03 E (F)

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

589°21'07" W 252.49 (F)

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)

151.21 (C)

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

479.62 (C)

60.00 (F)

10.00 (F)

30.00 (F)

30.00 (F)

30.00 (F)

30.00 (F)

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30.00 (F)

30.00 (F)

30.00 (F)

30.00 (F)

30.00 (F)

30.00 (F)

NOT PLATTED

CITY OF APOPKA

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

S LINE OF N 30  
OF NE 1/4  
APPROXIMATE  
CITY LIMITS LINE

P.O.C.  
NE CORNER OF  
SECTION 36 20 27  
FND 6" X 6" 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" X 6" CM  
NO IDENTIFICATION  
CCR 85451

RANGE 27 E

RANGE 28 E

503°29'20" E 2646.26 (F)

SECTION 31,  
TOWNSHIP 20 SOUTH,  
RANGE 28 EAST

E LINE OF NE 1/4

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

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(C)	= CALCULATED	LA	= LIMITED ACCESS
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		W/	= WITH

## GENERAL NOTES:

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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.
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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		PMM	06/13/2013	<small>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 COMPLY WITH THE FLORIDA STATUTES AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS. IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE, AS REQUIRED BY CHAPTER 173 OF THE FLORIDA STATUTES, SURVEYOR'S SIGNATURE AND NOTARIAL PUBLIC SEAL.</small>  <small>FLORIDA LICENSED SURVEYOR No. 4990</small>	DATE
REVISION		BY	DATE		DATE
FOR, ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429 OOCEA PROJECT NO. 429-202 PARCEL NO. 125		 <b>GEODATA CONSULTANTS, INC.</b> SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE (407) 660-2322 FAX 660-8223 LAND SURVEYOR BUSINESS LICENSE NO. 6556	
DATE MAY 16, 2013					
PROJECT NO.: H20-01					
DRAWN: PMM CHECKED: JMS					

Exhibit "C"

Page 5 of 7



COMPOSITE EXHIBIT "B"  
SHEET 1 of 3



Exhibit "C"

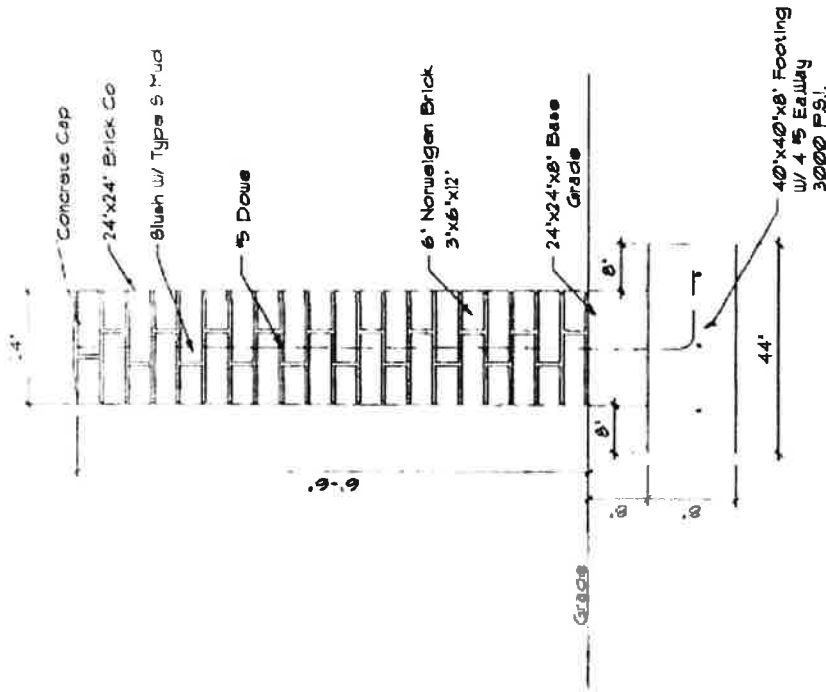
Page 6 of 7



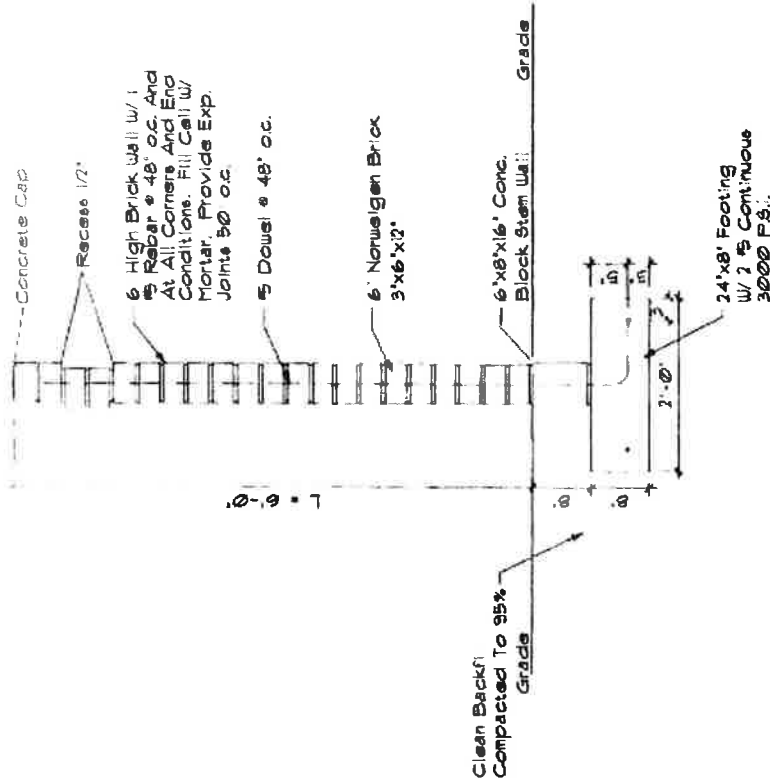
COMPOSITE EXHIBIT "B"  
SHEET 2 of 3

# Exhibit "C"

Page 7 of 7



BRICK COLUMN DETAIL  
Scale: 1/4" = 1'-0"



BRICK WALL DETAIL  
Scale: 1/4" = 1'-0"

brick wall for:  
SEMA CONSTRUCTION A-1

The  
**Wayne Corp.**

Oviedo, Florida 32765  
(407) 946-8167

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 135 UTMIMATE 108 NOMINAL MPH WIND ZONE

## **CONSENT AGENDA ITEM**


**#5**

**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 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







## **CONSENT AGENDA ITEM**


**#6**

**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

# **CONSENT AGENDA ITEM**


**#7**

**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:**

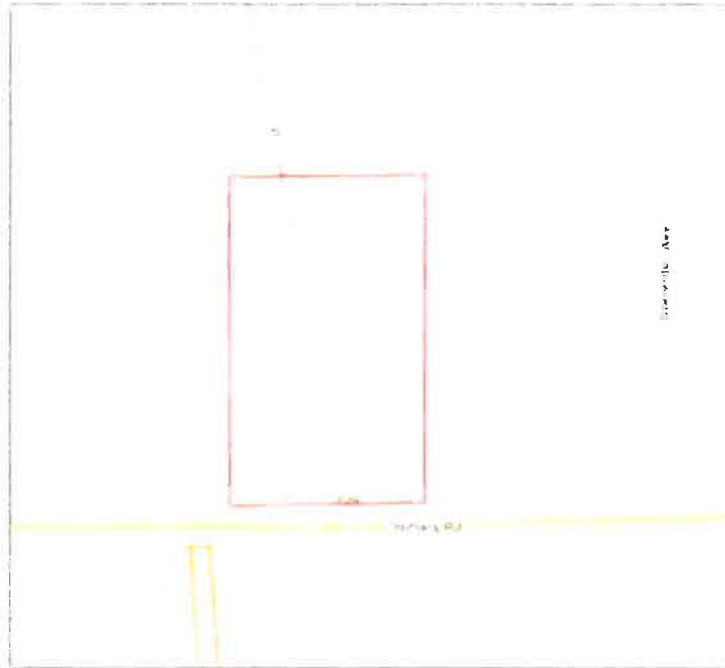
The proposed settlement was recommended for Board approval by the Right of Way at the August 5, 2014 meeting. We respectfully request the Board's approval of the proposed settlement in the amount of \$388,774.00 in full settlement of all claims for compensation for the acquisition of Parcel 131 (Parts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

**ATTACHMENT:**

Exhibit A-Sketch of Subject Property



Tax Map



Aerial Map





## **CONSENT AGENDA ITEM**

**#8**

**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 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.

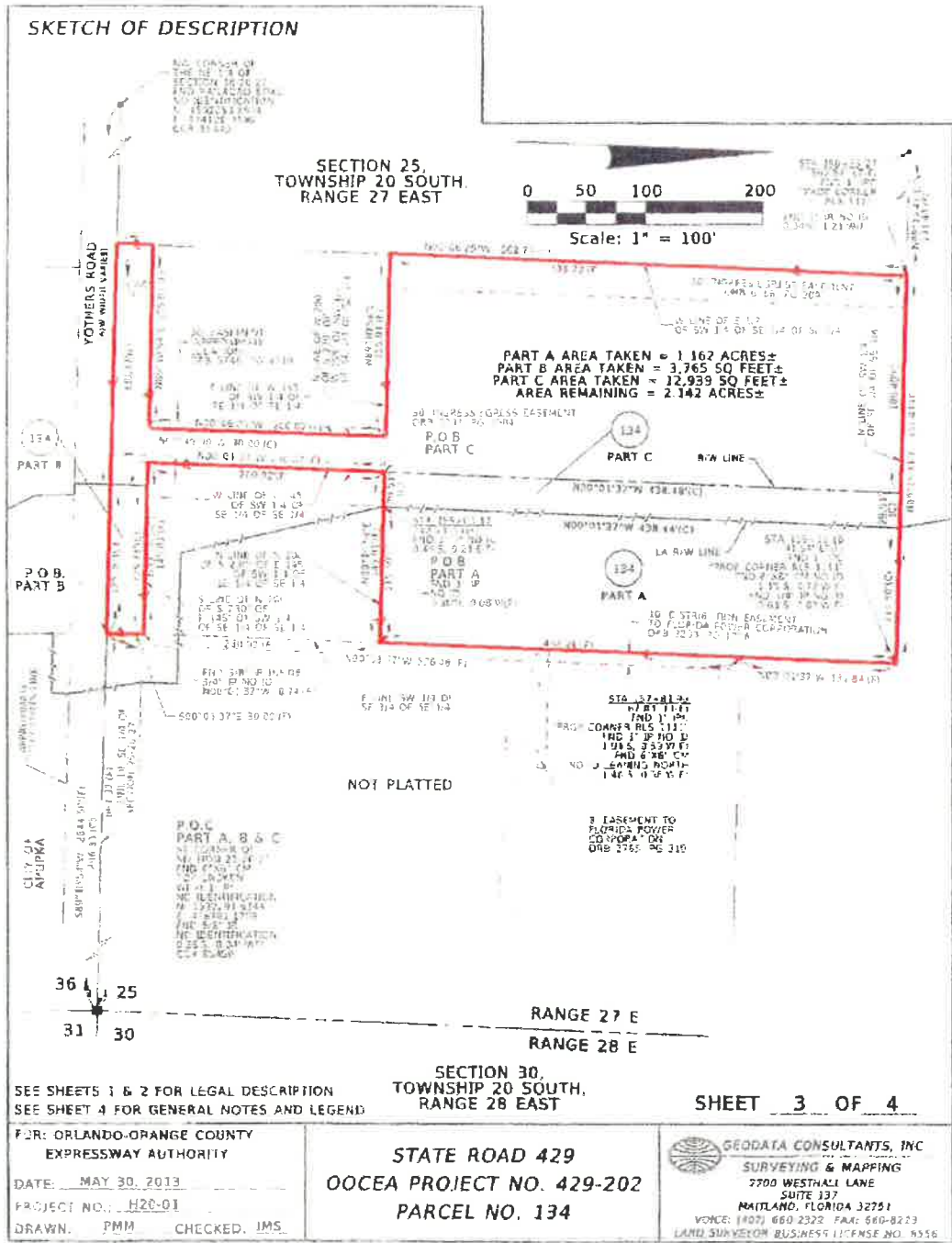
**RECOMMENDATION:**

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



## **CONSENT AGENDA ITEM**


**#9**

**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 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.

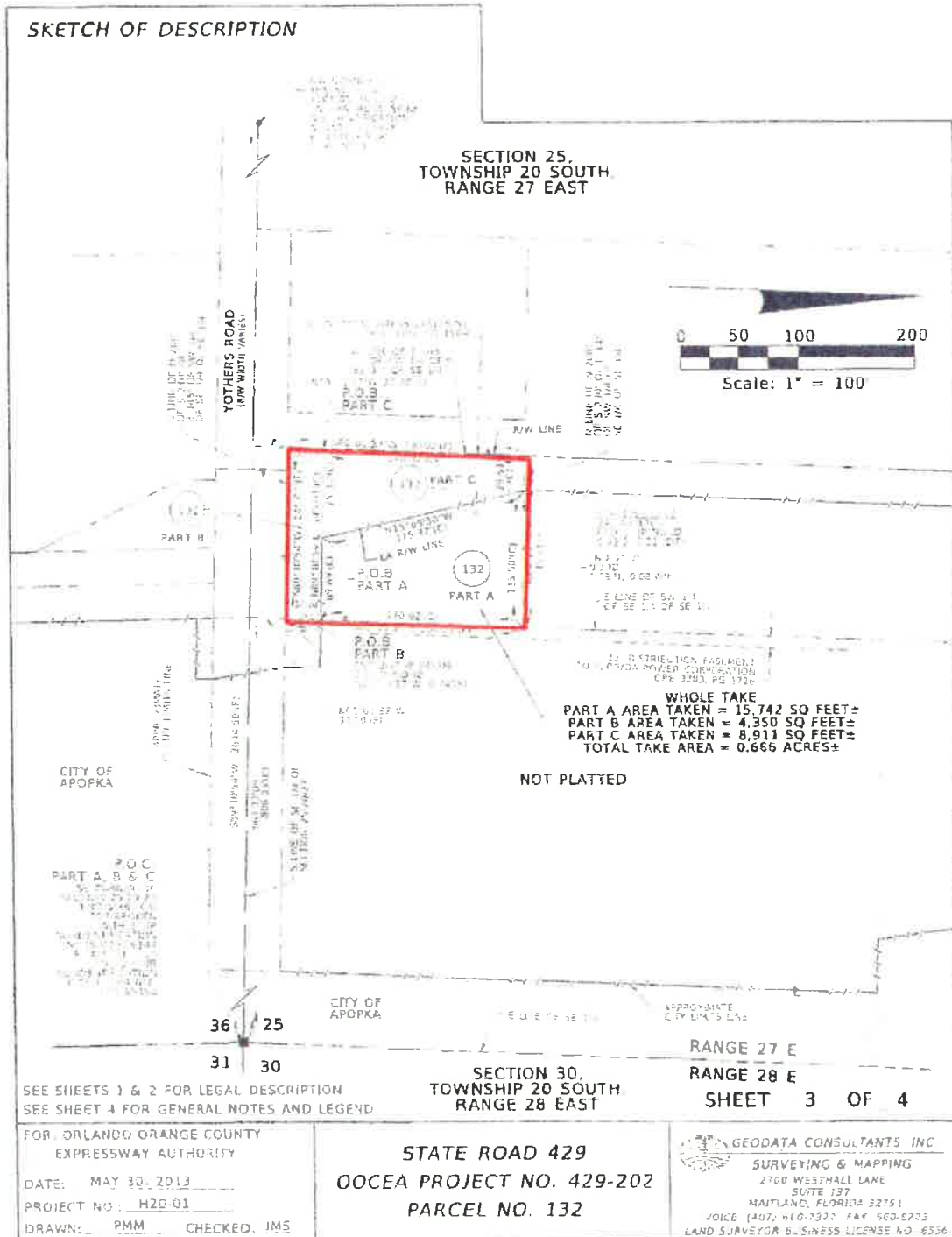
**RECOMMENDATION:**

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

## Parcel 132 Sketch





## **CONSENT AGENDA ITEM**

**#10**



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



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/YS  
Ckd. By: MC  
Sheet 1 of 2

14-448-2812 (5/17)

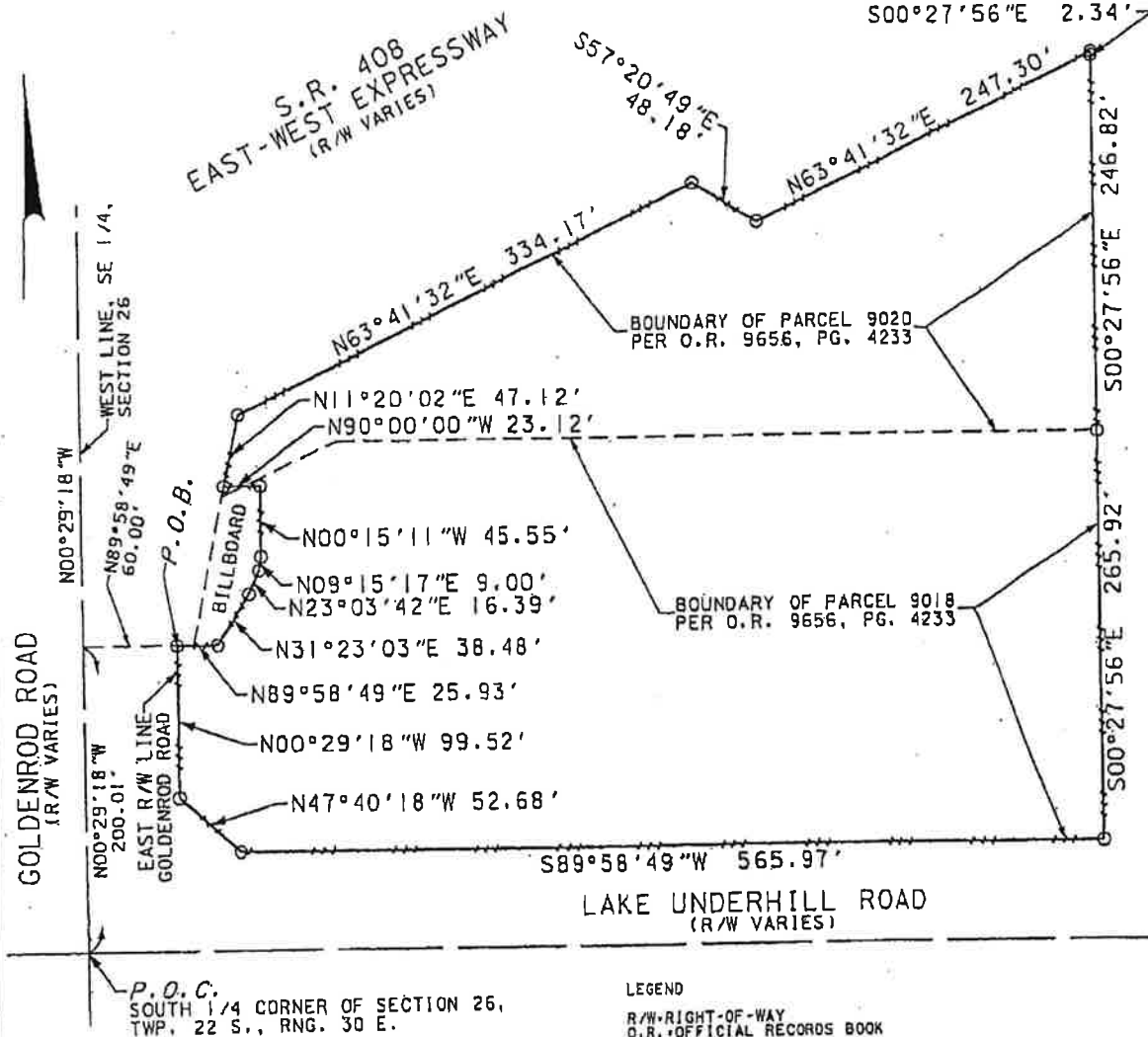
Ver: 11/5/01 Ver: 0005/01/09 Proj: 253D/Easements/NOB/Pond B Rev: 1/01

# 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



## 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

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.

Date: 03/14/12  
Scale: 1" = 100'  
Job No.:  
F.B.: N/A  
Drawn By: NPC, 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:

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

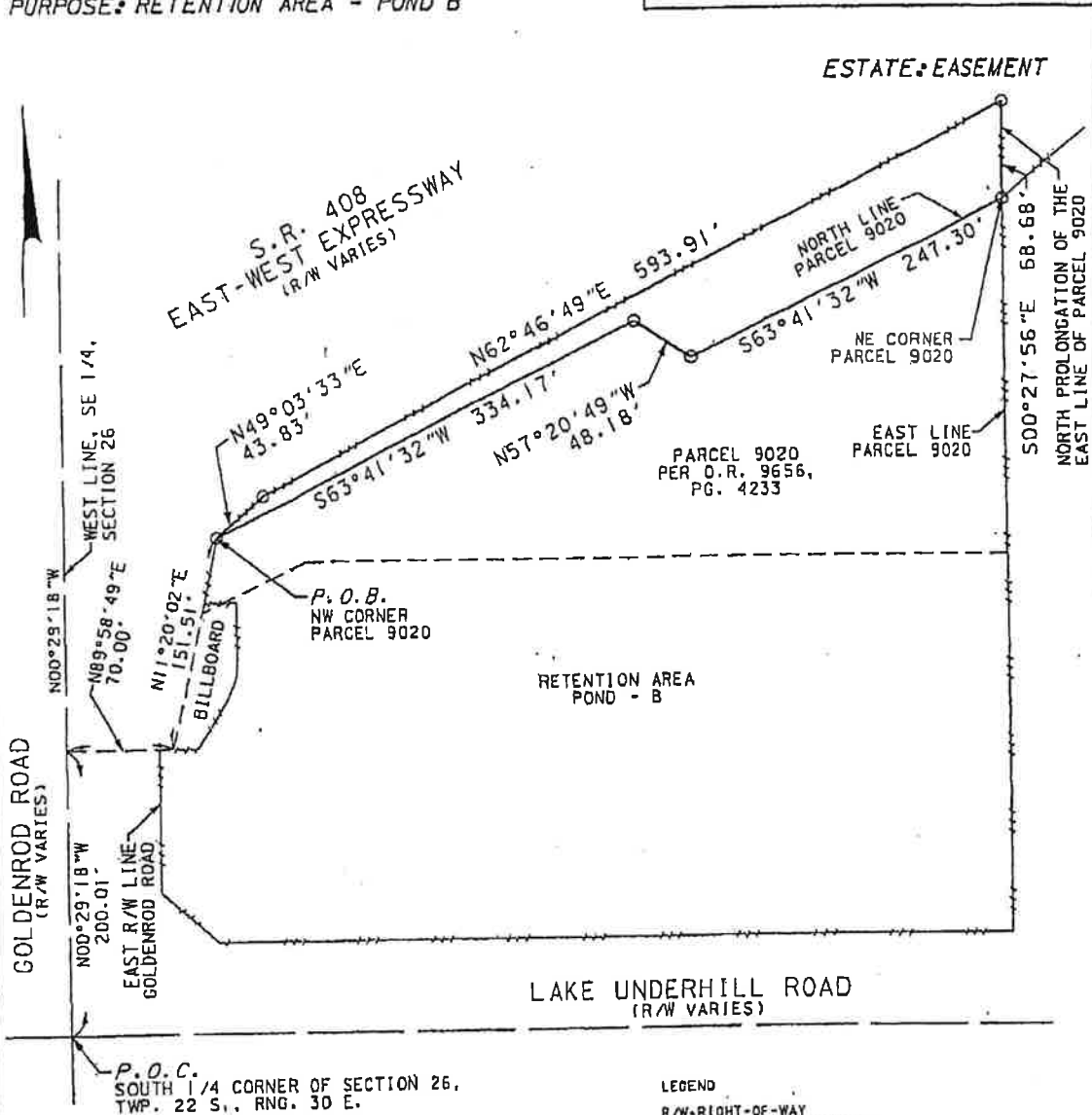
J. Vance Carper, Jr. PSM  
Professional Surveyor and Mapper  
Florida Certificate No. 3598

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

Date: 04/18/12  
Scale: N/A  
Job No.:  
F.B.#: N/A  
Drawn By: HFC  
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



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

## 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

Dates: 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) 690-5000 • FAX (407) 690-5011 • 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").

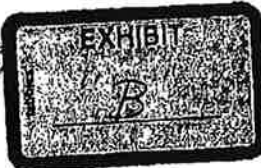
In accordance with Section 3 (iii) of the Quit-Claim Deed and Easement Agreement ("OOCEA Agreement") executed March 4, 2008 between the OOCEA and County and recorded at OR Book 9656, Page 4233 of the Public Records of Orange County, Florida, OOCEA hereby requests that County convey to OOCEA, at no cost, 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  
JACK



WNS, P.E.  
a  
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) OOCBA 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 OOCBA 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) OOCBA 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 OOCBA will endeavor in good faith to meet that completion date.
- 4) OOCBA 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. OOCBA and County acknowledge that the form of the easement to FDOT shall be subject to review and approval by FDOT.
- 5) OOCBA will be responsible for maintenance of the Expanded Pond in accordance with OOCBA'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 OOCBA (the "County Landscape Plans") but County shall clearly delineate the area of any landscaping installed by County in the County's easement area.
- 6) OOCBA 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. OOCBA 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. OOCBA shall have no obligations or liabilities whatsoever with respect to such billboard and County shall release, indemnify and hold harmless OOCBA 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 OOCEA, 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.

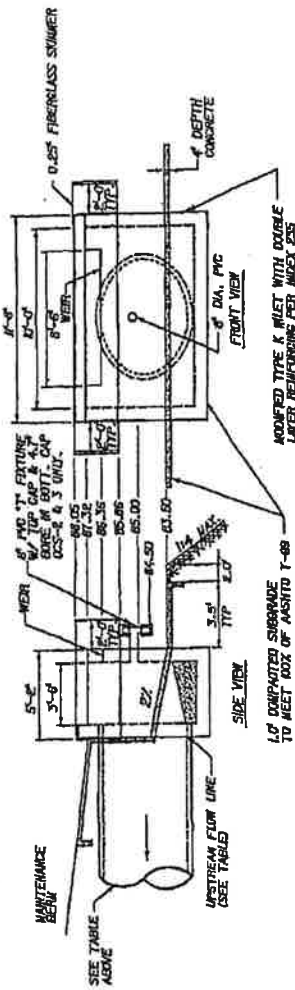
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BEM mm





PLAN

STRUCTURE	PIPE	STATUS	DESIGN	WATERWAY	CONSTRUCTION	REMARKS
DCS-1	2" 150' 150' 150'	2" 150' 150' 150'	2" 150' 150' 150'	2" 150' 150' 150'	2" 150' 150' 150'	TO 10'-0" (10'-0") - SEE COM. LANE FOR 5'-0" INTERSECTION IMPROVEMENT PLANS
DCS-2	2" 150' 150' 150'	2" 150' 150' 150'	2" 150' 150' 150'	2" 150' 150' 150'	2" 150' 150' 150'	TO STRUCTURE 10'-0" W/ REEDON
DCS-3	2" 150' 150' 150'	2" 150' 150' 150'	2" 150' 150' 150'	2" 150' 150' 150'	2" 150' 150' 150'	TO STRUCTURE 05'-0" W/ BLEEDER LOCATED ADJACENT LAKE UNDERHILL ROAD



POND B OCS-1, 2, & 3 - MODIFIED TYPE K DBI

**NOTE:** THE COST OF GROUT FILL, FIRE-RESIST SEAMERS WITH ASSOCIATED HARDWARE, PVC PIPE AND FITTINGS, AND OTHER PAYING SHALL BE INCLUDED IN THE COST OF BUILT-UP JOINTS.

SUM

[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

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

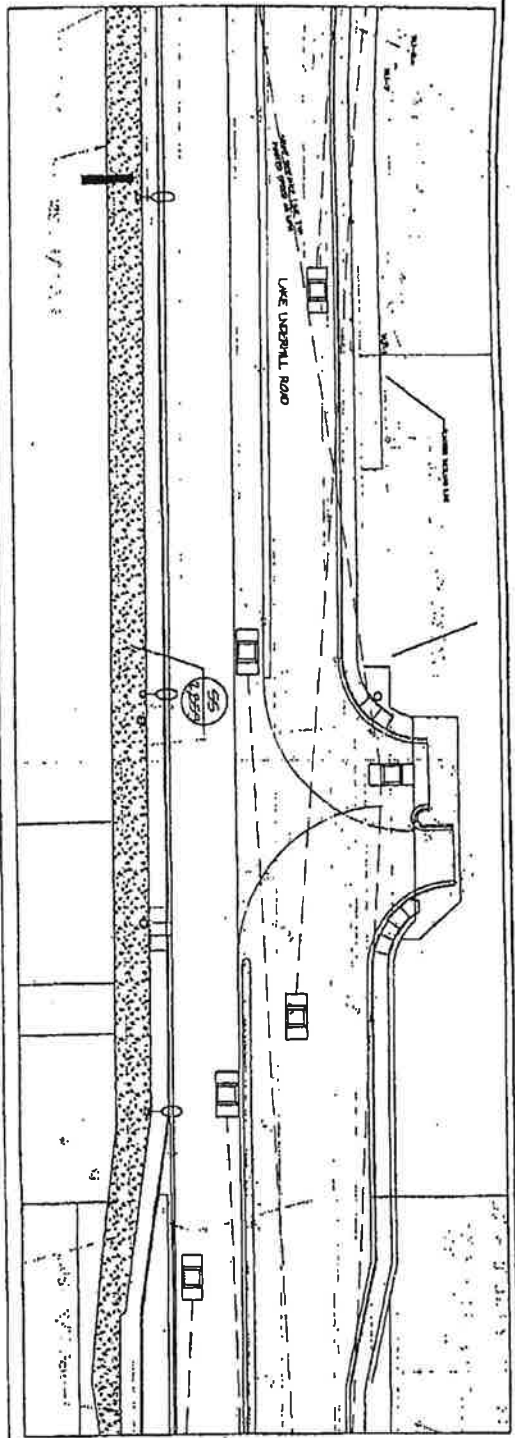
\_\_\_\_\_  
Printed Notary Name  
Notary Public in and for  
the county and state aforesaid  
My commission expires:



100

11-26-11  
SAB. Inc.

FILE: G:\Projects\04\0401&03 OTC\_LakeUnderRM\0401&03\_Len  
DATE: 2/2/2011 4:00:10 PM

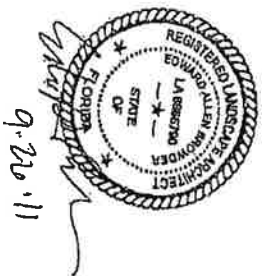


**NOTES**

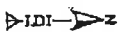
PLANTING SCHEDULE  
 PLANTING AND DESIGN SPEED IS 40 MPH

**LEGEND**

RIGHT DISTANCE LINE  
 EXISTING STREET LIGHT

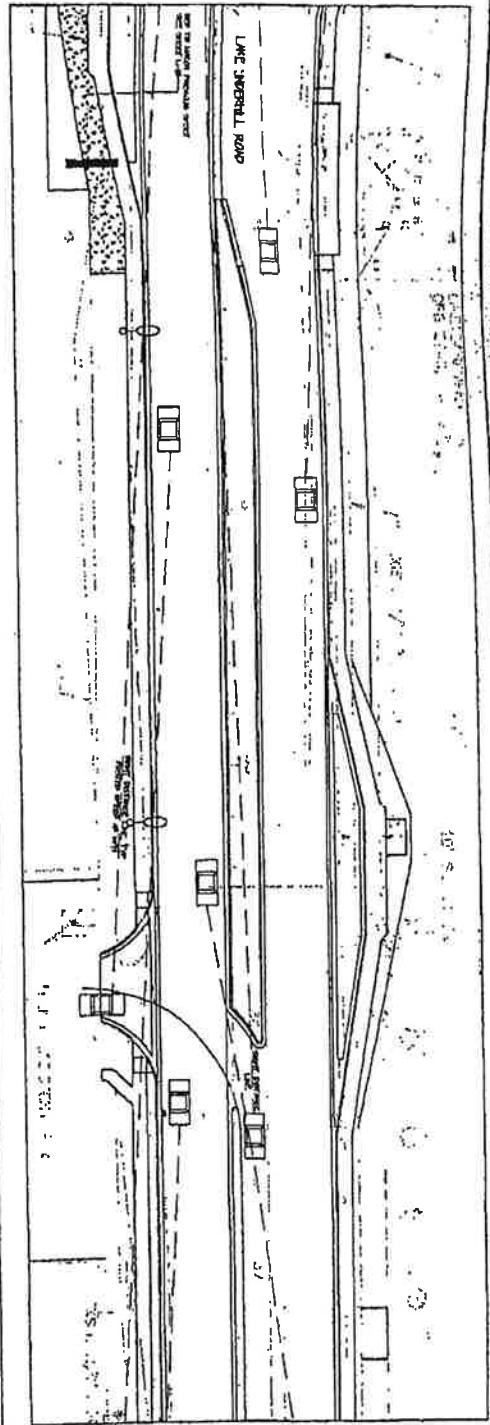


9-26-11



DATE 4/20/10	PROJECT PORT WORTH CHANNEL IMPROVEMENT	REVISIONS	DATE	DESCRIPTION
<div> <div> <p>Land Design Innovations          11111 North 1st Avenue, Suite 100          Fort Worth, Texas 76116          Phone: 817.336.1111          Fax: 817.336.1112          Email: info@landdesigninnovations.com</p> </div> <div> <p><b>ORANGE COUNTY PUBLIC WORKS</b></p> <p>REC. PROJECT NO. FLO 10</p> <p>LANDSCAPE ARCHITECT EDWARD ALLEN ROWNER REGISTERED STATE OF FLORIDA</p> <p>SOCR PROJECT NO. 5057</p> </div> <div> <p><b>LANDSCAPE PLANTING PLAN</b></p> <p>STATIONS 26+60 TO 27+20</p> </div> </div>				
SHEET NO.		DATE		
L-115		9/15/2011		





NOTES

FD-302a (Rev. 11-29-01)

POSTED AND DESIGN SPEED IS 45 MPH

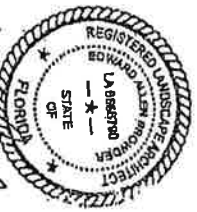
# LESEN

SEAT DISTANCE LINE

**EXISTING STREETLIGHT**



9-26-11



107A - N

[illegible]



**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°28'18" 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°58'49" EAST ALONG SAID NORTH LINE A DISTANCE OF 50.00 FEET TO A POINT ON A LINE 60.00 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°29'15" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 89.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47°40'18" EAST A DISTANCE OF 82.58 FEET TO A POINT ON A LINE 85.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 28; THENCE NORTH 89°58'49" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 58.97 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°27'54" EAST ALONG SAID EAST LINE A DISTANCE OF 16.00 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 889.81 FEET TO A POINT ON AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF GOLDENROD ROAD; THENCE NORTH 86°28'27" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 18.10 FEET TO A POINT; THENCE NORTH 00°29'18" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 43.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 8880 SQUARE FEET, MORE OR LESS.

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO SUPPLEMENT THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE SURVEYOR HAS NOT EXERCISED THE LAND SHOW HEREON FOR EXISTENCE AND OR RIGHT-OF-WAY RECORDS.
3. THE BEARING AND DISTANCE ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 30 EAST BEING NORTH 00°17'11" EAST.
4. UNLESS IT BECAME THE MONUMENT AND ORIGINAL BOUNDARY OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSE 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 Date: <u>JUNE 30, 2004</u> Project No: <u>CG2-08</u> Drawn: <u>WEB</u> Chk'd: <u>HPV</u>	<b>LEGAL DESCRIPTION</b> FOR <b>LAKE UNDERHILL ROAD</b> <b>AT GOLDENROD ROAD</b>	 <b>GRUBBS CONSULTING, INC.</b> SURVEYING & MAPPING 2708 VENTNAIL LANE SUITE 117 MIAMI, FLORIDA 33135 PHONE: (407) 875-2222 FAX: 845-3222 <small>Equal Opportunity Employer M/F/H/V</small>
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**SKETCH OF DESCRIPTION**  
**NOT A BOUNDARY SURVEY**  
**LAKE UNDERHILL ROAD AT GOLDENROD ROAD**  
**PARCEL: 1018**  
**PURPOSE: RIGHT OF WAY**  
**ESTATE: FEE SIMPLE**

**SCALE 1" = 100'**

**EAST - WEST EXPRESSWAY**

**GOLDENROD ROAD**

**WEST LINE, SE 1/4, SECTION 16**

**PARCEL 8020**  
1.786± ACRES

**EAST LINE, SW 1/4, SW 1/4, SE 1/4, SECTION 16**

**SOUTH LINE, N 1/4, SW 1/4, SW 1/4, SE 1/4, SECTION 16**

**SOUTHERLY RIGHT OF WAY LINE FOR OFFICIAL RECORDS BOOK 3446 PAGE 4413**

**POINT OF BEGINNING**

**PARCEL 8018**  
3.577± ACRES

**PARCEL 1018**  
8880± SQUARE FEET

**POINT OF COMMENCEMENT**  
SOUTH 1/4 CORNER SECTION 16  
TOWNSHIP 22 SOUTH, RANGE 30 EAST

**LAKE UNDERHILL ROAD**

**10-12-04**

## 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

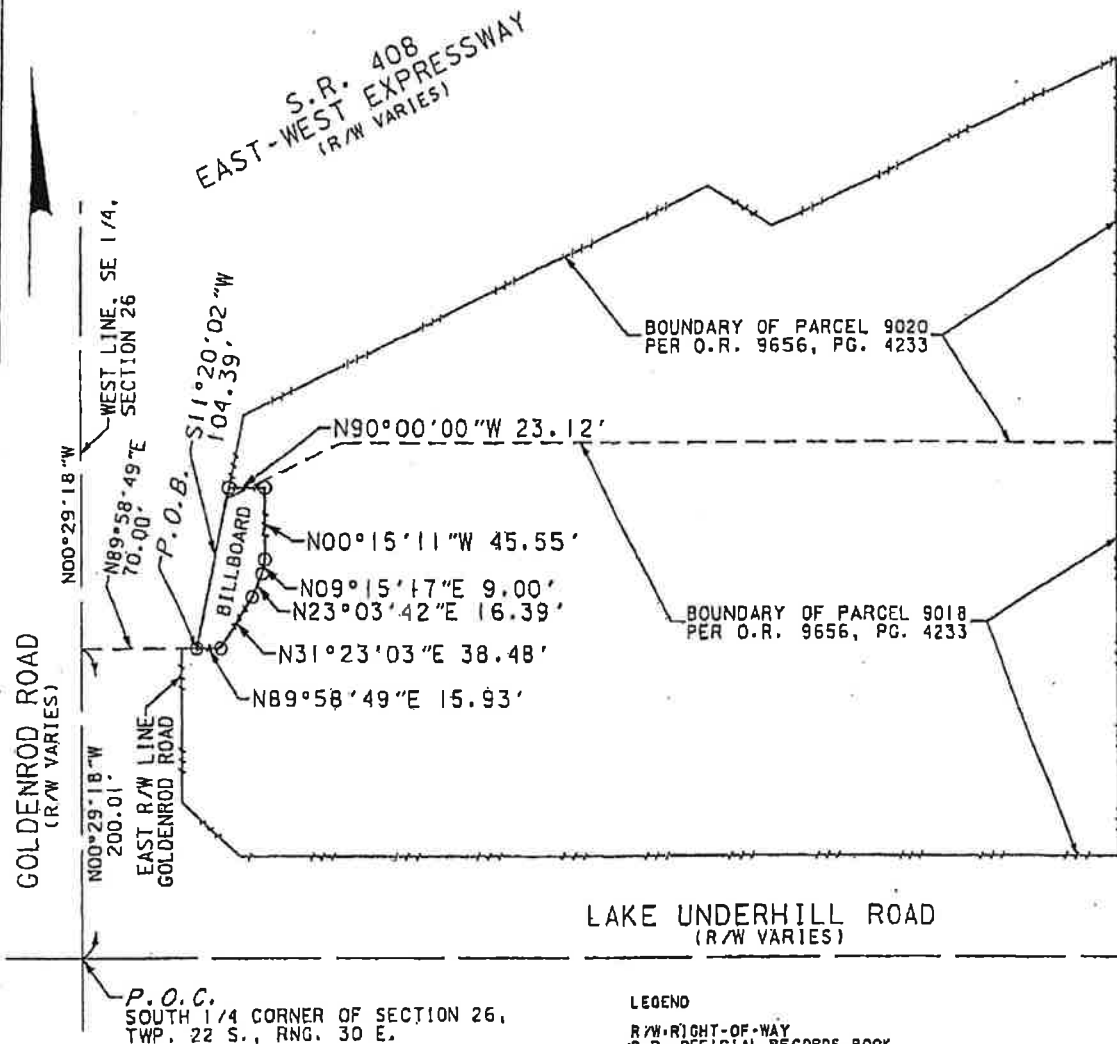
EXHIBIT

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: NPC, VS  
Ckd. By: JVC  
Sheet 1 of 2

# SKETCH OF DESCRIPTION



## 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

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.

Date: 11/18/11

Scale: 1" = 100'

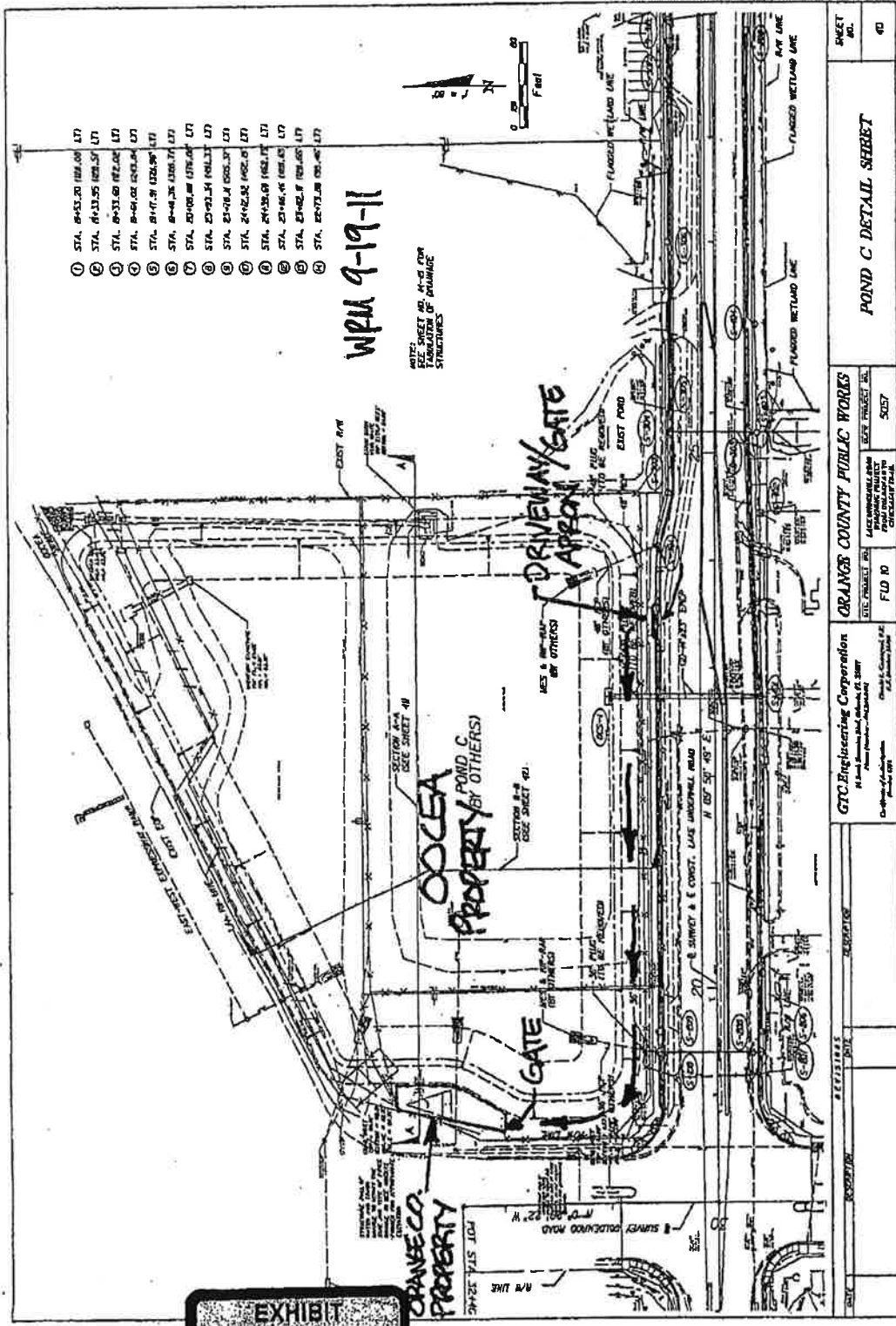
Job No.:

F.B.:

Drawn By: NPC/VS

Ckd. By: JC

Sheet 2 of 2



ORANGE COUNTY PUBLIC WORKS		POND C DETAIL SHEET		SHEET NO.	40
PROJECT NO.	5057	DATE	11/19/11	DESIGNED BY	WPA
PROJECT NO.	5057	DATE	11/19/11	CHECKED BY	WPA
PROJECT NO.	5057	DATE	11/19/11	APPROVED BY	WPA
PROJECT NO.	5057	DATE	11/19/11	DATE	11/19/11

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

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
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)

\_\_\_\_\_  
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"

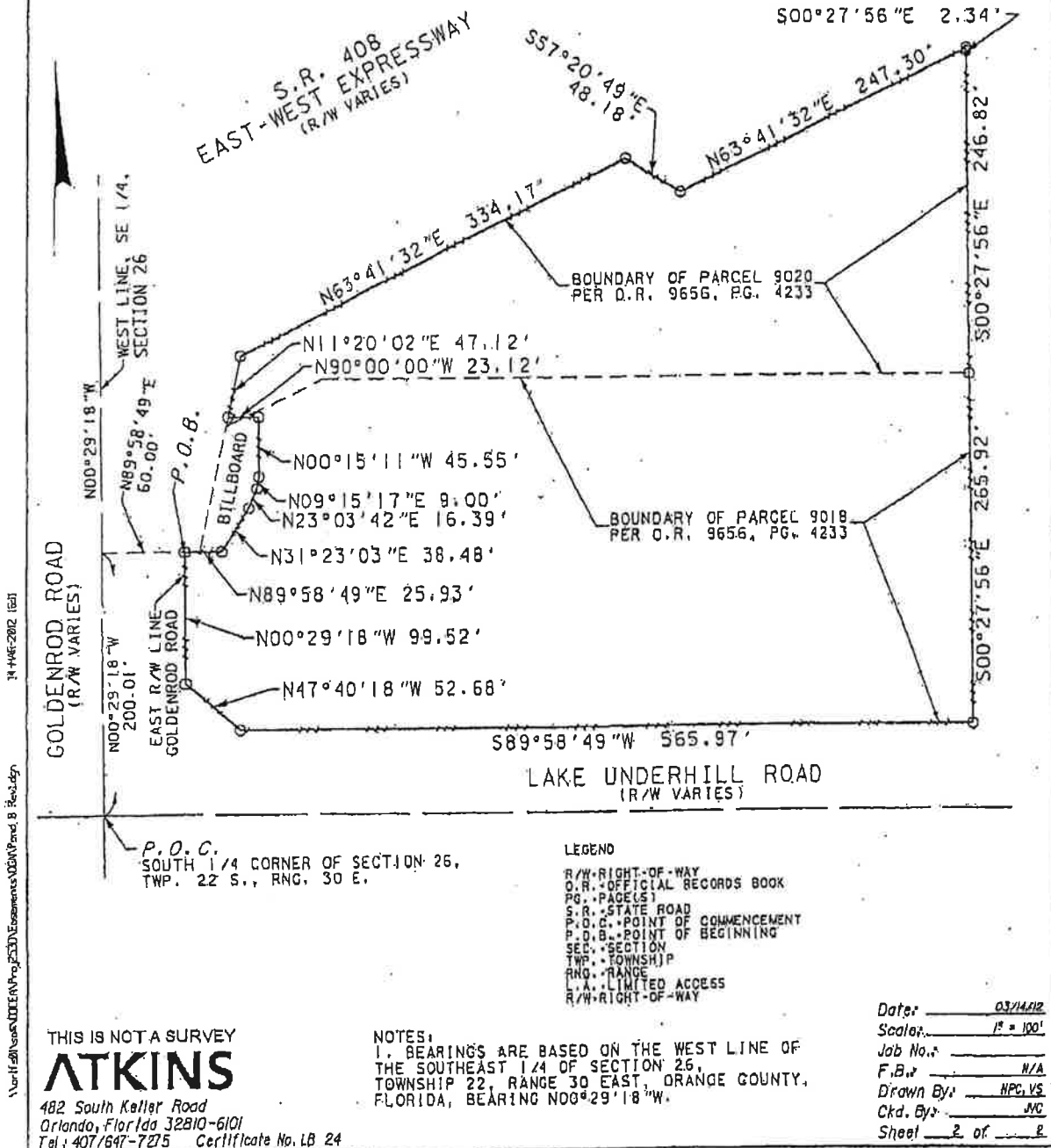
J. Vance Carper, Jr., PSM  
Professional Surveyor and Mapper  
Florida Certificate No. 3598

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: HPG/VS  
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  
LIMITED ACCESS RIGHT-OF-WAY



## SKETCH OF DESCRIPTION

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

ESTATE: EASEMENT

## LEGAL DESCRIPTION

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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°46'49"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. LB 24

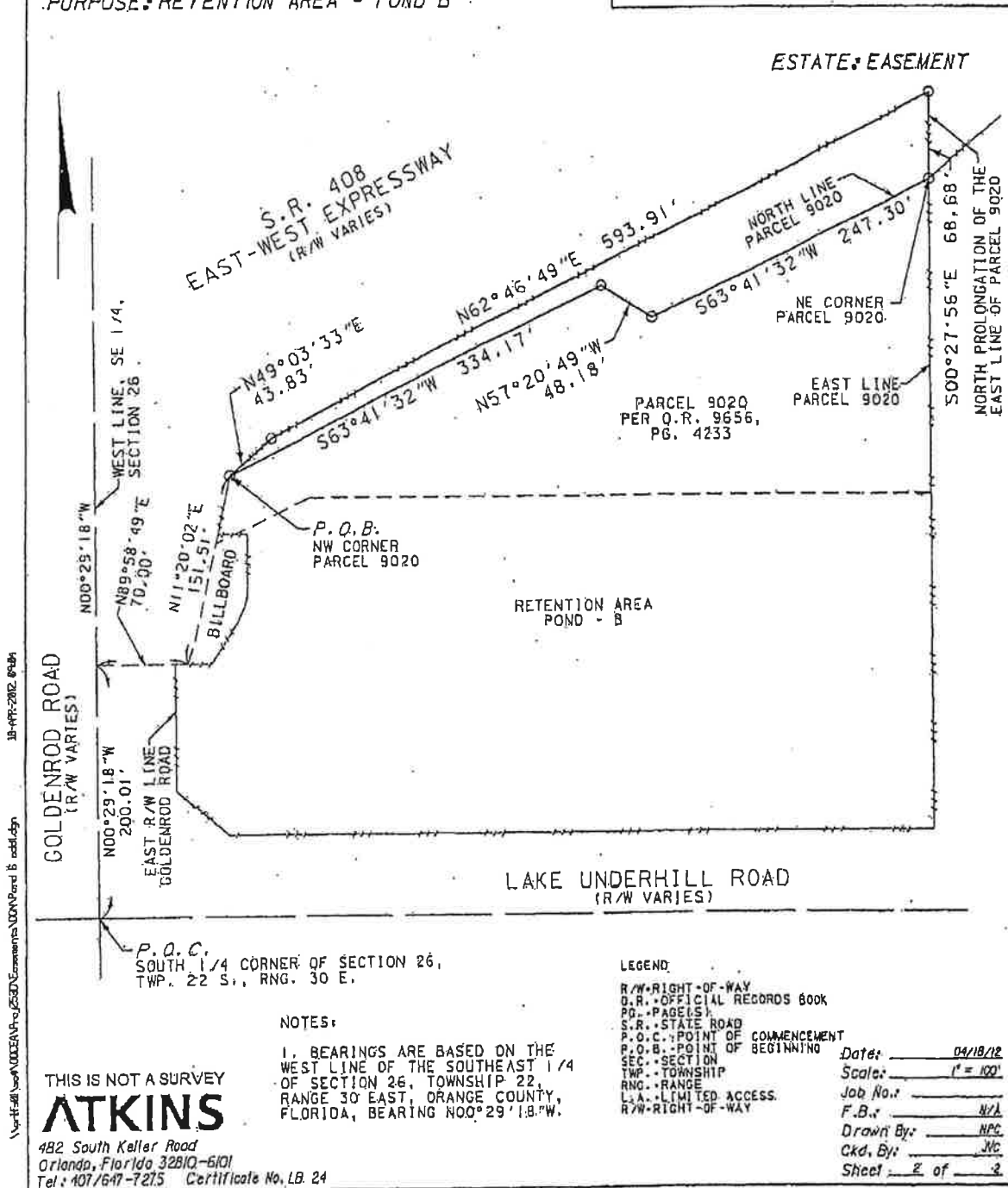
J. Vance Carper, Jr., PSM  
Professional Surveyor and Mapper  
Florida Certificate No. 3598

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: NPG  
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



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.

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#### 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)

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

(Corporate 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:

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 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

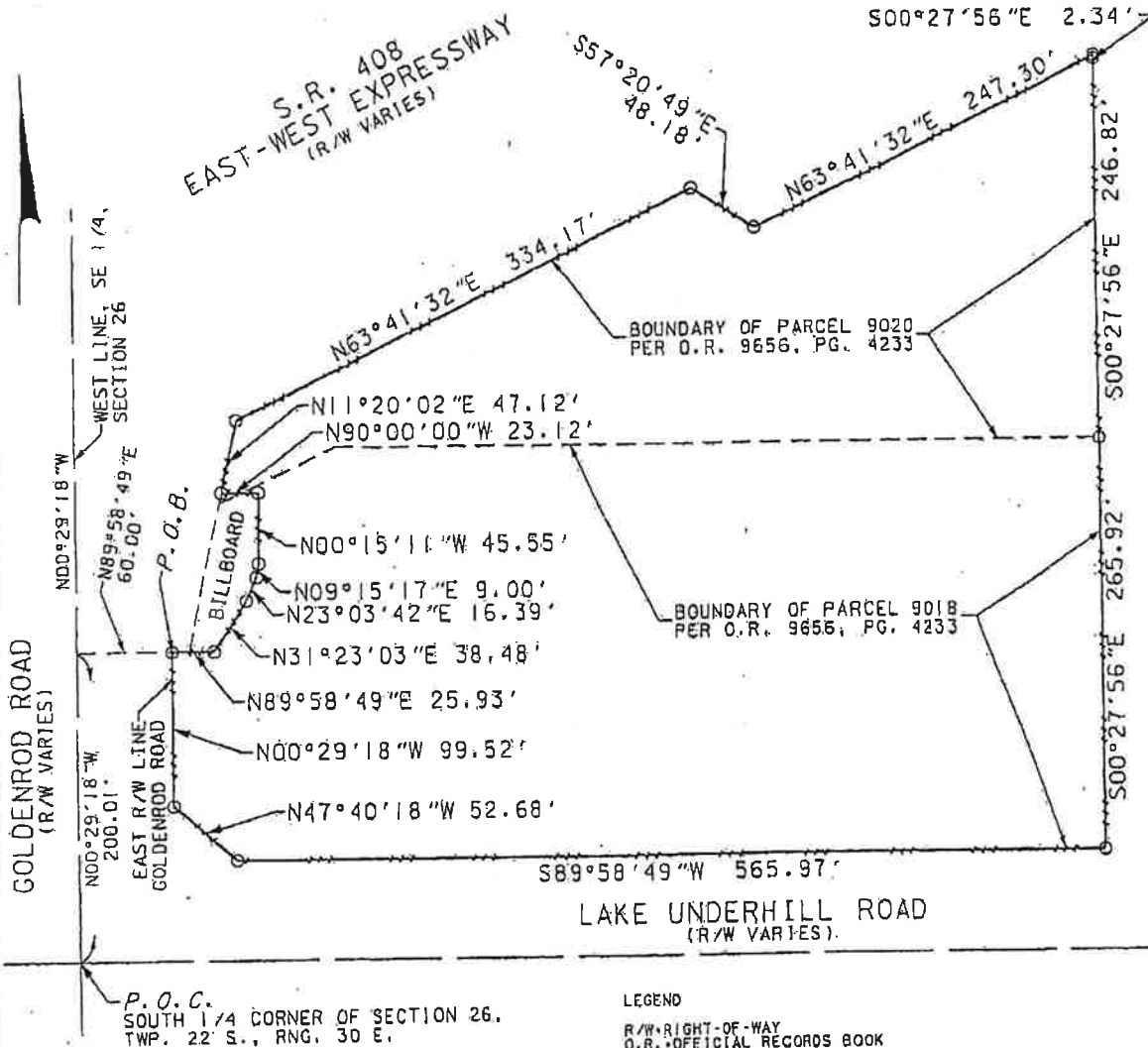
Date: 03/14/12  
Scale: N/A  
Job No.:  
F.B.: N/A  
Drawn By: NPC, VS  
Ckd. By: JVC  
Sheet 1 of 2



# 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  
SEC.: SECTION  
TWP.: TOWNSHIP  
RNG.: RANGE  
L.A.: LIMITED ACCESS  
R/W: 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

## 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: NPS/VS  
Ckd. By: JC  
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:

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°46'49"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. LB 24

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

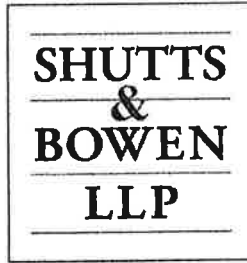
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER

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



## **CONSENT AGENDA ITEM**


**#11**



*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

A handwritten signature in black ink is located to the right of the "FROM:" line, overlapping the "DATE:" and "RE:" lines.

---

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

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# **CONSENT AGENDA ITEM**


**#12**



*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 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

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_

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

**BULLARD HALL & ADAMS, INC.**

By: \_\_\_\_\_

David K. Hall



## **CONSENT AGENDA ITEM**


**#13**



*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.**


## **CONSENT AGENDA ITEM**

**#14**

# 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.

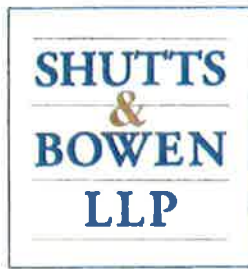
Under this contract, Lowndes, Drosdick is providing legal services to the Authority regarding the condemnation acquisition of the referenced parcels owned by Project Orlando, LLC. These four parcels are currently scheduled for an Order of Taking proceeding on September 8, 2014. General Counsel and the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

## **CONSENT AGENDA ITEM**

**#15**





*Founded 1910*

MEMORANDUM

TO: Members of the Board  
Central Florida Expressway Authority

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

A handwritten signature in dark ink, appearing to be "J.F.Z.", is written over the text "Shutts &amp; 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


## **CONSENT AGENDA ITEM**

**#16**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## 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

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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.

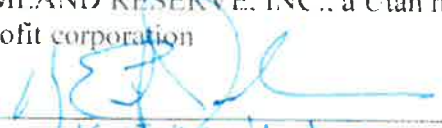
SELLER

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

## **CONSENT AGENDA ITEM**

**#17**

## 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 15<sup>th</sup> 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:\_\_\_\_\_

Signed, sealed and delivered in the presence of the following witnesses:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**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.

**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: \_\_\_\_\_

(Signature of Notary Public)

Print Name of Notary Public \_\_\_\_\_  
 Notary Public, State of Florida \_\_\_\_\_  
 Commission No.: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

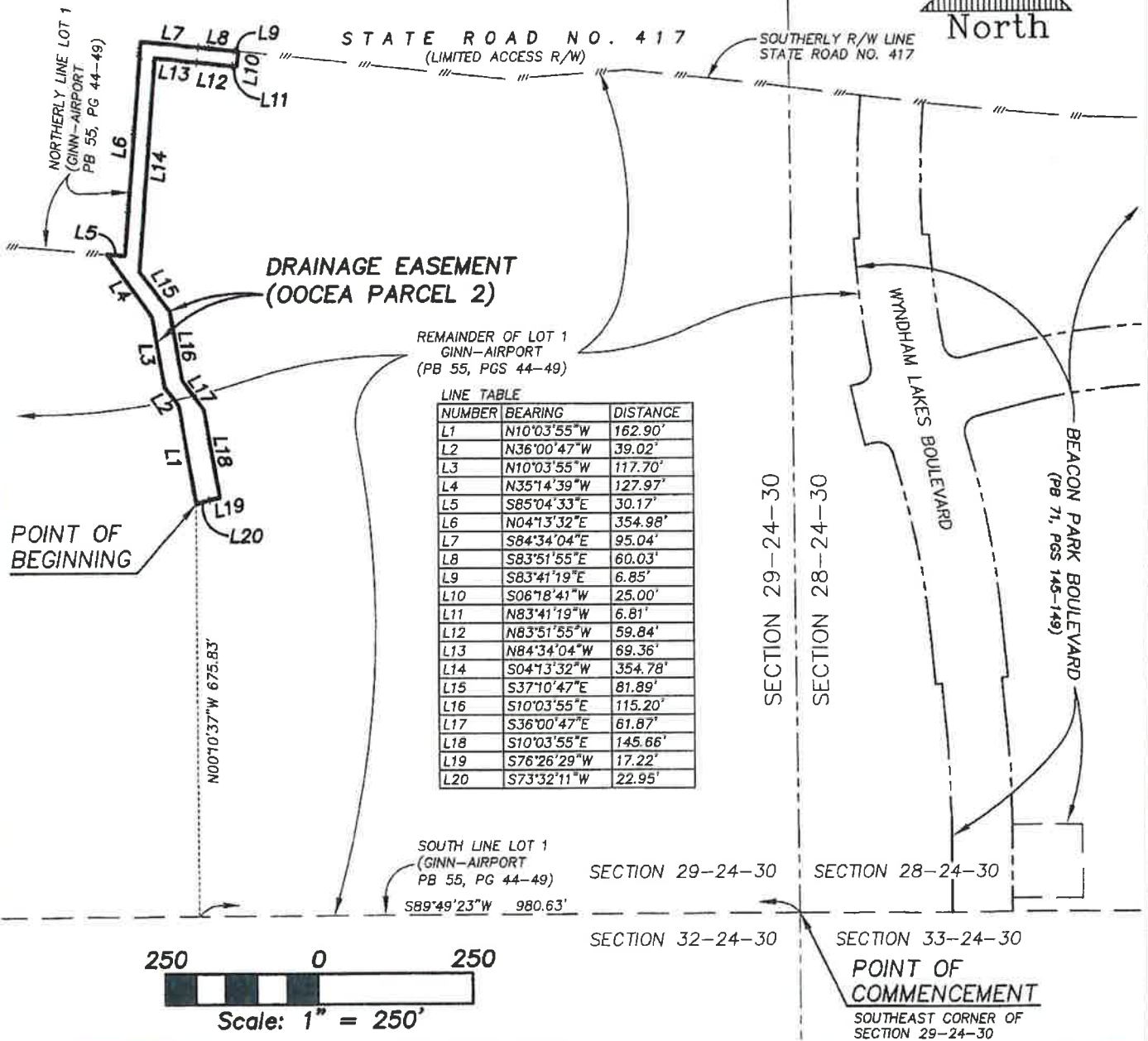
**EXHIBIT "A-1"**

**DRAINAGE EASEMENT TRACT**

**[See Attached CS#10-210 – 2 pages]**

# SKETCH OF DESCRIPTION

(SEE SHEET 2 FOR DESCRIPTION, LEGEND & NOTES)



PREPARED FOR:

**Greenway Park DRI, LLC**

GREENWAY PARK - DRAINAGE EASEMENT (OOCEA PARCEL 45-831)

01/23/14	JP	REVISED DRAINAGE EASEMENT (13079)
11/18/10	PH	ADD PARCEL LABELS, NOTE, AND AREA
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. Gerson 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: PH/JP	CHECKED BY: RLC	JOB NO.	SCALE	SHEET 2
DATE: 9/13/10	DATE: 9/13/10	28108.0523	N/A	OF 2

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]**



**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.



## **CONSENT AGENDA ITEM**

**#18**

# 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

## **CONSENT AGENDA ITEM**

**#19**

# 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


# **CONSENT AGENDA ITEM**

**#20**

# 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

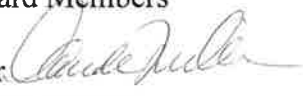
## **CONSENT AGENDA ITEM**

**#21**

# 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



## **CONSENT AGENDA ITEM**

**#22**

# 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:

	<b><u>Bidder</u></b>	<b><u>Bid Amount</u></b>
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

## **CONSENT AGENDA ITEM**

**#23**

# 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

## **CONSENT AGENDA ITEM**

**#24**

# 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


## **CONSENT AGENDA ITEM**

**#25**

# 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




# **CONSENT AGENDA ITEM**

**#26**

# 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


## **CONSENT AGENDA ITEM**

**#27**

# 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


## **CONSENT AGENDA ITEM**

**#28**

# 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
<b>TOTAL</b>					<b>(\$87,830.23)</b>		

\* 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
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DECREASE THE FOLLOWING PAY ITEMS:

Work Order Allowance	(\$10,000.00)
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Allowance for Disputes Review Board	<u>(\$ 5,000.00)</u>
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	(\$15,000.00)
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**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
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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
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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 ½" Avg. Depth)	(\$1,694.73)
Milling Exist Asph. Pav't (2 ¼" 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
--	-------------

**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**

<b><u>TOTAL AMOUNT FOR PROJECT 417-110</u></b>	<b><u>\$106,842.21</u></b>
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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)**


# **CONSENT AGENDA ITEM**

**#29**

# 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

## **CONSENT AGENDA ITEM**

**#30**

# 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

## **CONSENT AGENDA ITEM**

**#31**



# 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

32.

# 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

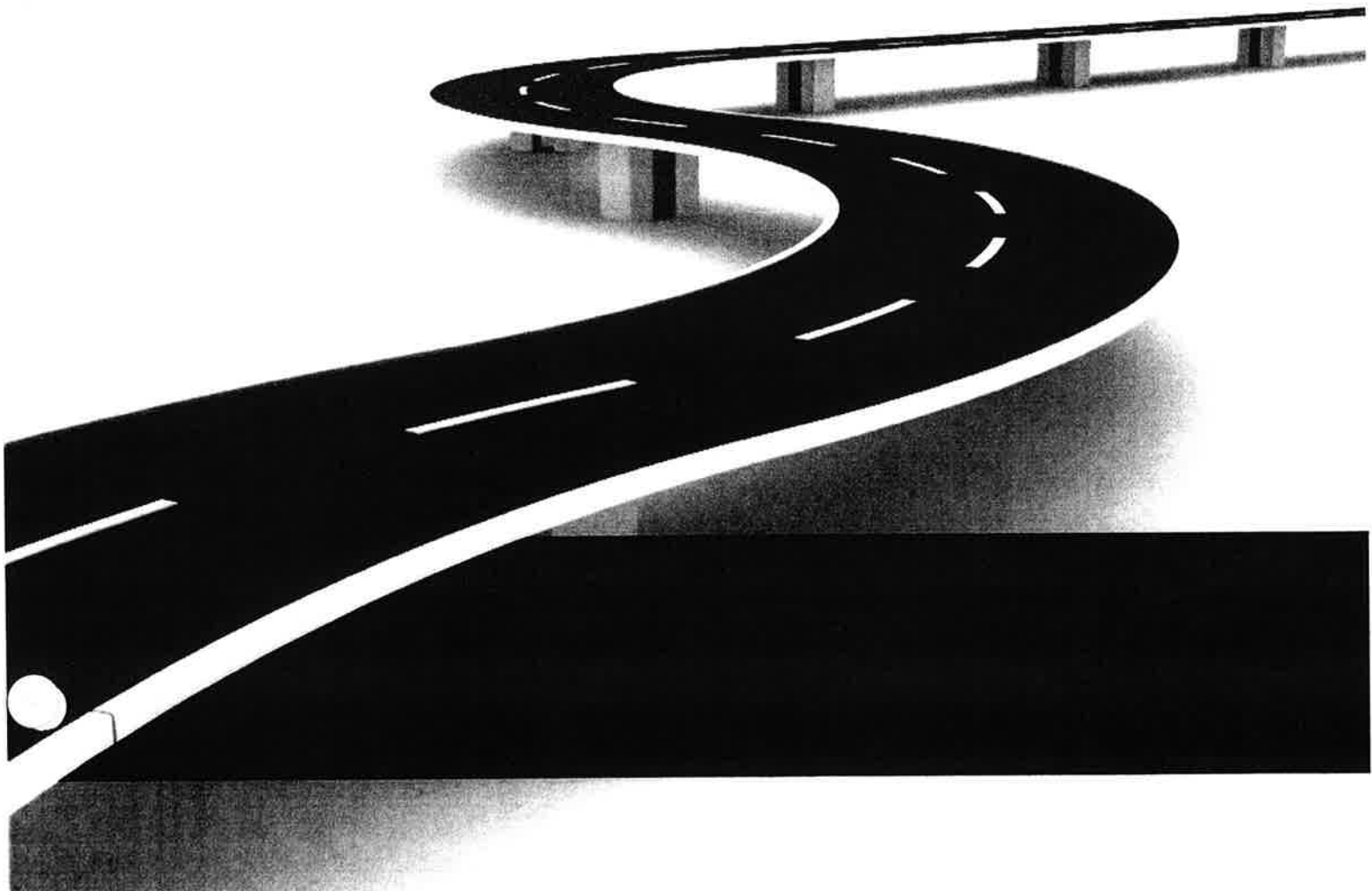
On November 20, 2013, Contract No. 001009 was executed with The W Group Consulting Firm, LLC, in the amount of \$47,650.00 to provide business development management services. The selection of The W Group was made using the competitive sealed proposal process as detailed in the Procurement Procedures 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 \$68,0000.00. 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				
<b>Outreach Need(s):</b> <b>Target Audience(s):</b> <b>Goal(s):</b> <b>Objective(s):</b>				
Date	Location	Partners	Outreach Tools	Notes



## **OUTREACH ACTIVITIES**

Activities include but not limited to the following:

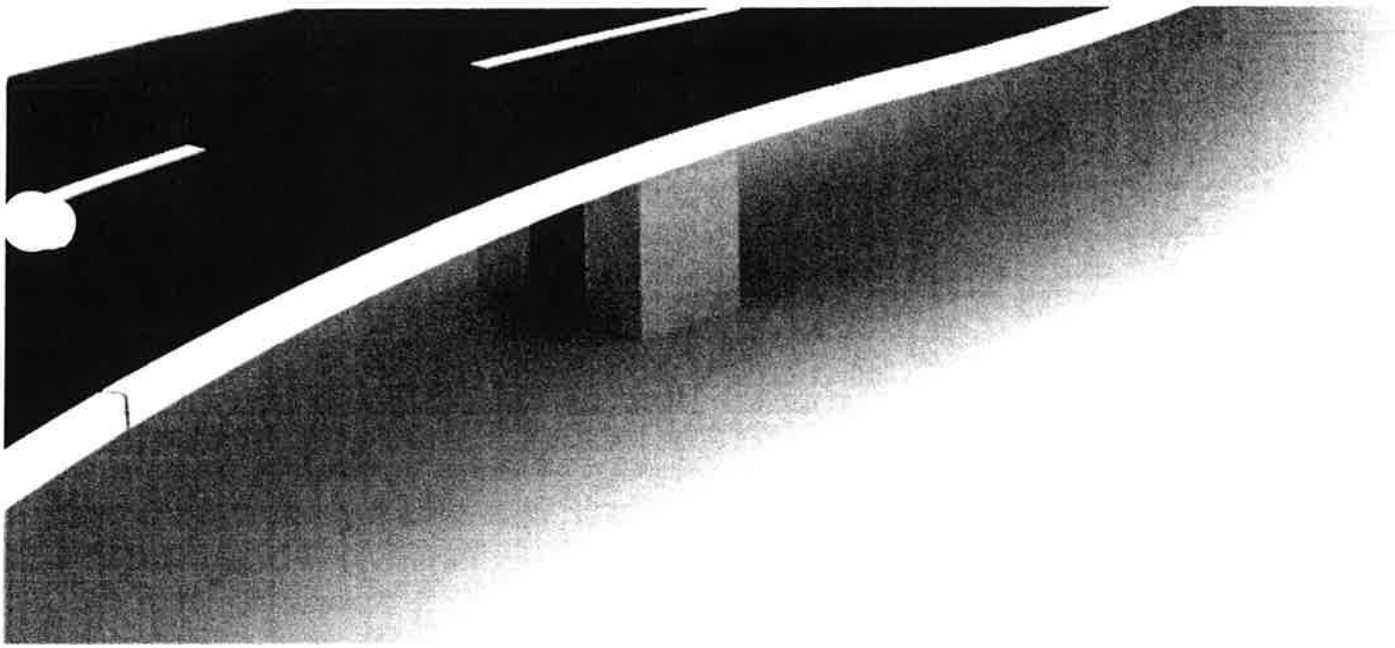
- Identify Business Stakeholders
- Obtain Contact Information
- Engagement Communications (ie. phone calls, email, in-person meetings)
- Identifying primary points of contact
- Scheduling meetings
- Follow up meetings and communications

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)**

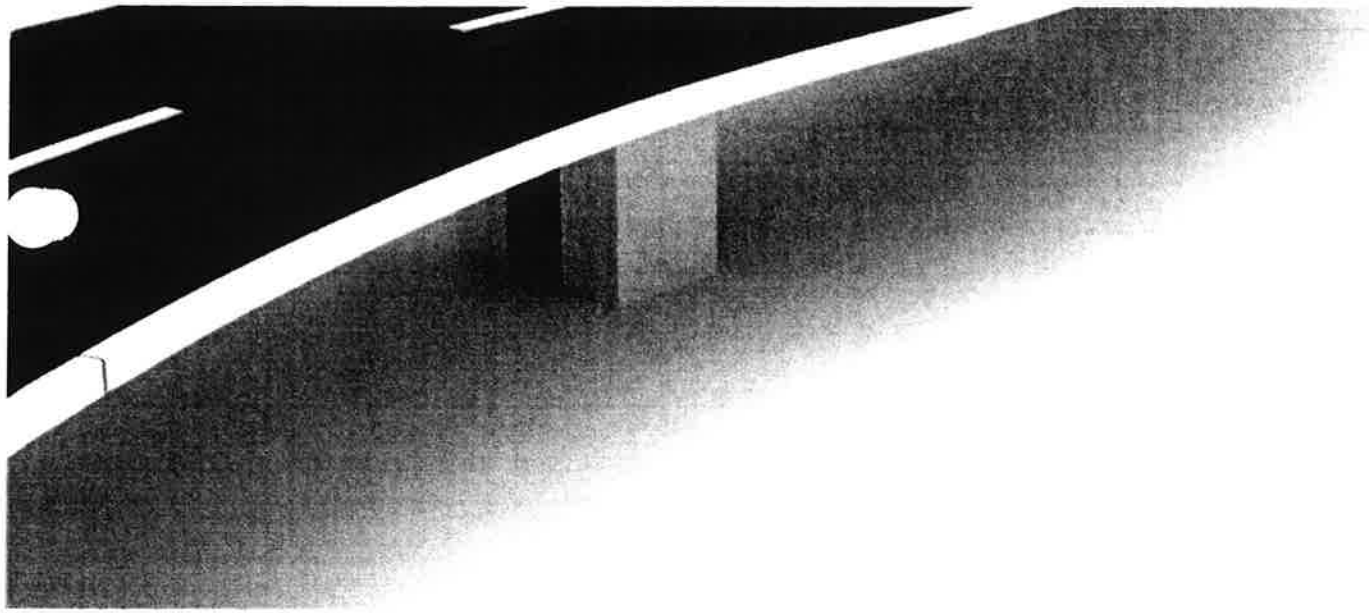
Seminole State College Small Business Development Center  
Central Florida Partnership

### **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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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)**

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
Matilla 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)**

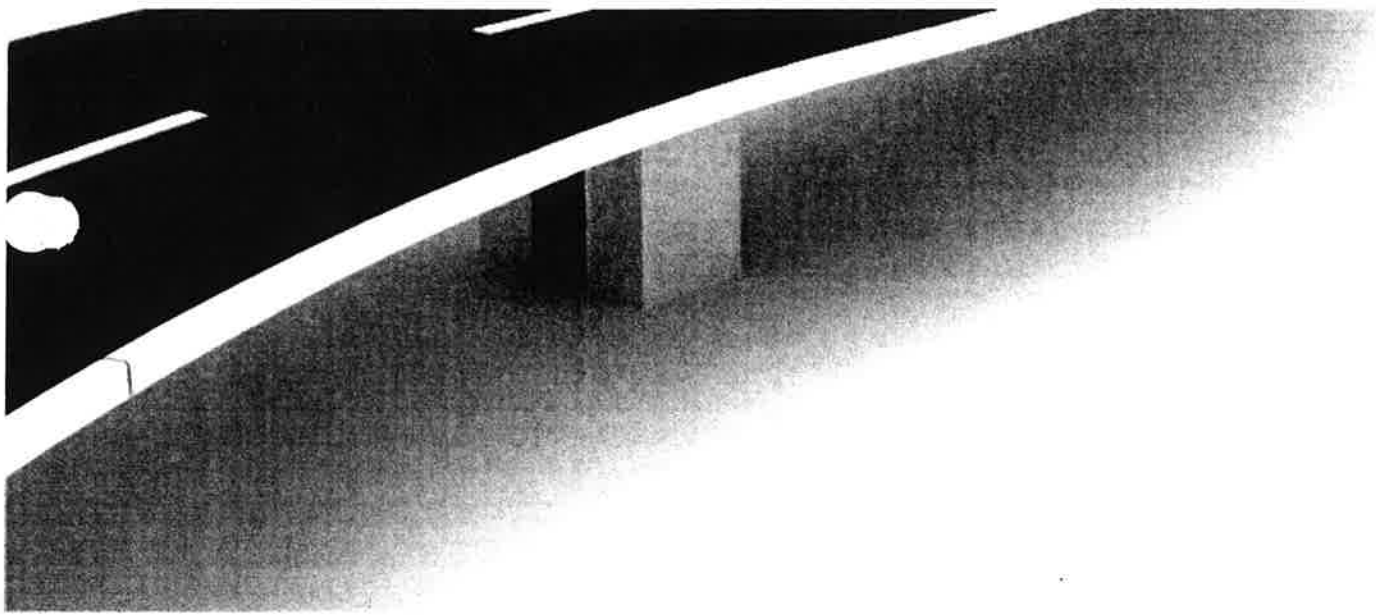
Lake-Sumter State College Business Incubator
Central Florida Partnership

### **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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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)

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
Maitland-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)

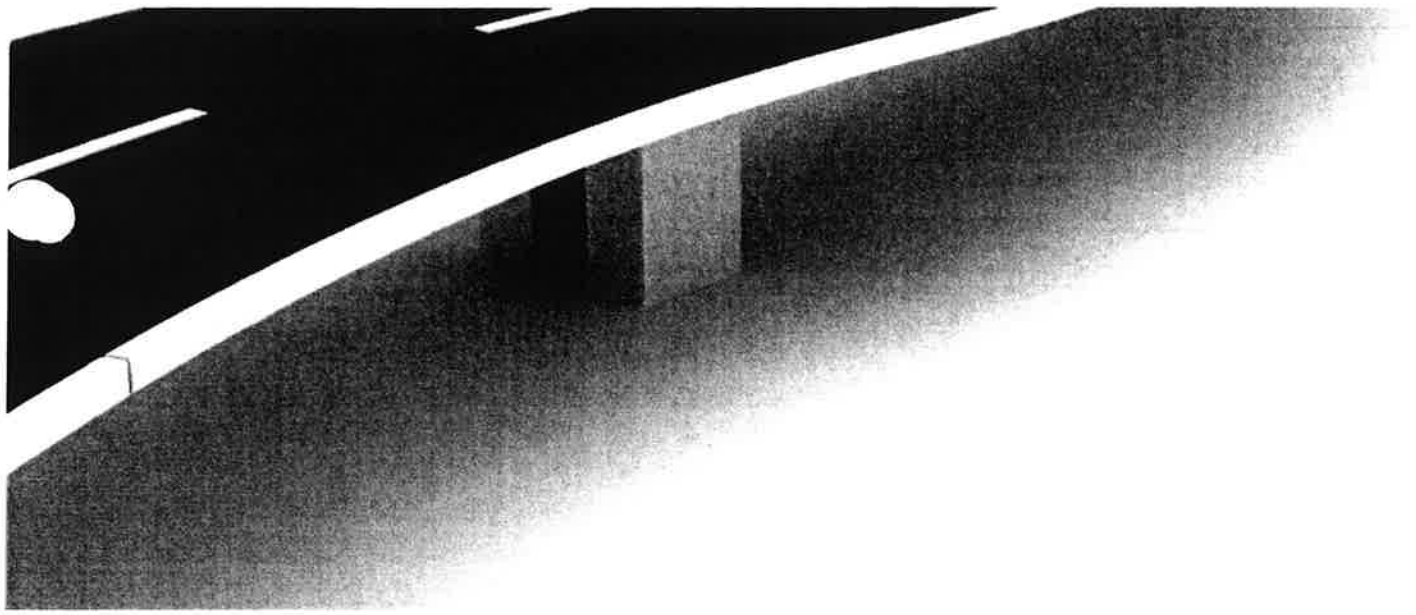
National Entrepreneur Center
Greater Orlando Business Leadership Network
SCORE Orlando
UCF Business Incubator Program
UCF Small Business Development Center

### GOVERNMENT STAKEHOLDER

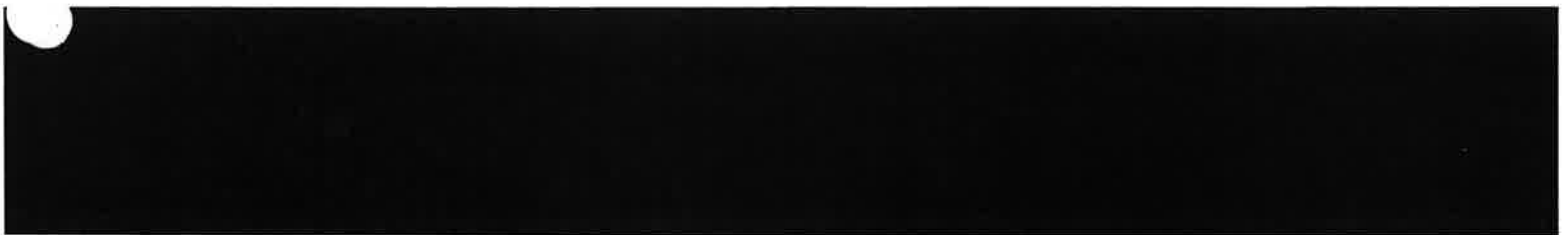
Governmental entities, agencies or departments whose mission is to aid businesses start, build and grow their businesses.

#### 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

33.

# 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 <sup>1</sup>	\$15,527.00	7025	Independence

<sup>1</sup>This 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