

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**Agenda**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**RIGHT-OF-WAY COMMITTEE**  
**September 4, 2014 (rescheduled from 9/8)**  
**8:30 a.m.**  
**Room 107**

**1. CALL TO ORDER**

**2. PUBLIC COMMENT**

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

**3. APPROVAL OF MINUTES – August 5, 2014**

Requesting approval of the 8/5/14 minutes. **Action Item.**

**TAB A**

**4. S.R. 429 – PARCEL 801 / WEKIVA PARKWAY PROJECT (CONNELLY) PROJECT**  
**429-201 – Rob Simon, Winderweedle, Haines, et. al., P.A.**

Requesting the Committee's recommendation for Board approval of the proposed settlement. **Action Item.**

**TAB B**

**5. S.R. 429 - PARCELS 104 (PART C) AND 804 / WEKIVA PARKWAY PROJECT**  
**(PAK) PROJECT 429-201 - Rob Simon, Winderweedle, Haines, et. al., P.A.**

Requesting the Committee's recommendation for Board approval of the proposed settlement. **Action Item.**

**TAB C**

**6. PROPERTY ACQUISITION & DISPOSITION PROCEDURES MANUAL**

Joseph L. Passiatore, CFX

Consideration of revision to Property Acquisition & Disposition Procedures Manual regarding Disposition of Excess Lands. **Action Item.**

**TAB D**

**7. OTHER BUSINESS**

**8. ADJOURNMENT**

# Tab A

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY Right of Way Committee Meeting August 5, 2014

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### Committee Members Present:

Walter A. Ketcham, Jr., Chairman  
George M.D. Hart, Jr., Orange County Representative  
Board Member, Vacant

### OOCEA Staff Present:

Joseph L. Passiatore, General Counsel  
Regla "Mimi" Lamaute, Paralegal/Recording Secretary  
Jeff Marshall Grainger, Sr. Communications Coordinator

### Also Present:

Deborah Keeter, Atkins  
Deborah Poindexter, Atkins  
Nathan Silva, Atkins  
Rob Simon, Winderweedle, Haines, Ward & Woodman, P.A.  
Tracy de Lemos, Winderweedle, Haines, Ward & Woodman, P.A.  
David Shontz, Shutts & Bowen

### Item 1: CALL TO ORDER

The meeting was called to order at 12:00 noon by Chairman Ketcham.

### Item 2: PUBLIC COMMENT

There was no public comment.

### Item 3: APPROVAL OF MINUTES

A motion was made by Mr. Ketcham and seconded by Mr. Hart to approve the minutes of the July 15, 2014 Right of Way Committee meeting as presented. The motion carried with two members present and voting AYE by voice vote.

**Item 4: S.R. 429 / PARCEL 110 – WEKIVA PARKWAY PROJECT (GRIFFITH) PROJECT 429-202**

Discussion ensued as to the amount of details Right of Way Counsel is able to provide the Committee in memos describing the settlements.

Ms. De Lemos addressed the Committee regarding the proposed settlement. 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 in Orange County.

CFX's appraisal of the property was by Mr. Chad G. Durrance of Durrance & Associates, P.A. Mr. Durrance estimated the value of the Taking to be \$53,600.00. Relocation and replacement housing benefits are not involved in this taking. Counsel explained the severance damages and rationale for the settlement amount.

CFX would pay the Owners the sum of \$153,000.000. In addition, CFX would pay statutory attorneys' fees and expert fees in the amount of \$41,370.00 in accordance with Florida Statutes.

A motion was made by Mr. Hart and seconded by Mr. Ketcham to recommend to the Board 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. The motion carried with two members present and voting AYE by voice vote.

**Item 5: S.R. 429 - PARCEL 131 (PARTS A & B) / WEKIVA PARKWAY PROJECT (MANSON) PROJECT 429-202**

Ms. De Lemos explained that the Taking is a whole take of approximately 3.455 acres of land located along the north side of Yothers Road. The Property is currently improved with three manufactured homes. Two of the three manufactured homes are owned by the Owner, Jeffrey Manson. The third manufactured home is owned by Eric and Michelle Monson and is not included in this settlement.

CFX's appraisal of the property was prepared by Mr. Stephen J. Matonis of Integra Realty Resources-Orlando. Mr. Matonis estimated the value of Taking to be \$222,800.00.

In addition to the value of the Taking, the Owner is entitled to a replacement housing purchase additive in the amount of \$112,500.00 in order to purchase a decent, safe, and sanitary replacement dwelling pursuant to the Uniform Relocation Assistance Act.

CFX would pay the Owner, Jeffrey Monson, the sum of \$330,000.00, less a portion of the good faith deposit. CFX would pay statutory attorneys' fees and expert fees in the amount of \$58,774.00.

Discussion ensued as to the moving expenses and relocation costs that will be incurred by CFX for the owner and the tenants of the property.

A motion was made by Mr. Ketcham and seconded by Mr. Hart to recommend to the Board approval of the proposed settlement in the amount of \$388,774.00 in settlement of all claims for compensation for Parcel 131. The motion carried with two members present and voting AYE by voice vote.

**Item 6: S.R. 429 – PARCEL 157 (PARTS A & B) / WEKIVA PARKWAY PROJECT (ARENDT) PROJECT 429-202**

Ms. De Lemos explained the terms of the settlement. The Taking is a whole take consisting of approximately 2.563 acres of land located along the north side of Ponkan Road.

CFX's appraisal of the property was prepared by Mr. David K. Hall of Bullard, Hall and Adams, Inc. Mr. Hall estimated the value of the taking to be \$94,000.00.

CFX would pay the Owner the sum of \$150,000.00, less its good faith deposit of \$97,900. CFX would pay statutory attorneys' fees and expert fees in the amount of \$27,000.00 in accordance with Florida Statutes. The Owner would be eligible to receive relocation and replacement housing benefits. However, this settlement will reduce the owner's replacement housing purchase additive from \$75,748.76 to \$23,648.76.

A motion was made by Mr. Ketcham and seconded by Mr. Hart to recommend to the Board 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 (Part A & B). The motion carried with two members present and voting AYE by voice vote.

**Item 7: OTHER BUSINESS**

**A. S.R. 429 – PARCEL 185 / WEKIVA PARKWAY PROJECT (DIAZ) PROJECT 429-203**

Mr. Passiatore and Mr. Shontz explained the litigation strategy and cost avoidance decision for acquiring this particular parcel.

Mr. Shontz outlined the proposed stipulation. CFX's appraisal of the property was by Mr. Chad G. Durrance of Durrance & Associates, P.A. Mr. Durrance estimated the value of the Taking to be \$750,000.

CFX would increase its good faith deposit by 6 to 7 percent, increasing its deposit with the Court registry from \$50,000 to \$80,000.

The Committee is in accordance with the proposal.

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B. Mr. Passiatore informed the Committee that at the next Board meeting the Board will consider restructuring Board Committees, including the Right of Way Committee.

**Item 8: ADJOURNMENT**

Chairman Ketcham adjourned the meeting at 12:44 p.m.

*Pursuant to the Florida Public Records Law and OOCEA 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.*


# Tab B

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

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

**MEMORANDUM**

**TO: Central Florida Expressway Authority Right of Way Committee**

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

**DATE: August 25, 2014**

**RE: S.R. 429 Wekiva Parkway, Project 429-201; Parcel 801 (Connelly)  
Real Estate Purchase Agreement**

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Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation of approval of a Real Estate Purchase Agreement between Patrick R. Connelly (the "Owner") and the Central Florida Expressway Authority ("CFX") for the acquisition of Parcel 801 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-201.

**DESCRIPTION and BACKGROUND:**

Parcel 801 is a vacant tract that consists of approximately 1,025 square feet of land located at the southwest corner of Plymouth Sorrento Road and Southfork Drive in unincorporated Orange County, Florida. The Taking is for perpetual easement rights. The Property is zoned A-1, Agricultural by Orange County. The future land use designation is Rural/Agricultural and is within the Rural Service Area and Joint Planning Area with the City of Apopka. There are no improvements located within the Taking. See attached Exhibit "A."

CFX's appraisal of Parcel 801 was prepared by Mr. Richard MacMillan of The Appraisal Group of Central Florida, Inc. with a date of value of June 5, 2014. Mr. MacMillan estimated the value of Parcel 801 to be \$4,900.00 inclusive of damages to the remainder, if any. Mr. MacMillan concluded that the Property's highest and best use as vacant is for assemblage with the adjacent 5.920 acre tract of land to the south. A copy of the appraisal was provided to the Owner.

The parties have been participating in negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcel 801. 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 Owner the sum of \$5,000.00 in full settlement of all claims for compensation



Central Florida Expressway Authority Right of Way Committee  
S.R. 429 Wekiva Parkway, Project 429-202; Parcel 801 (Connelly)  
August 25, 2014  
Page 2 of 2

for the acquisition of Parcel 801. A copy of the Purchase Agreement is attached hereto as Exhibit "B."

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 801. 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 landowner's compensation as provided by Florida Statutes §73.091 and §73.092.

**RECOMMENDATION:**

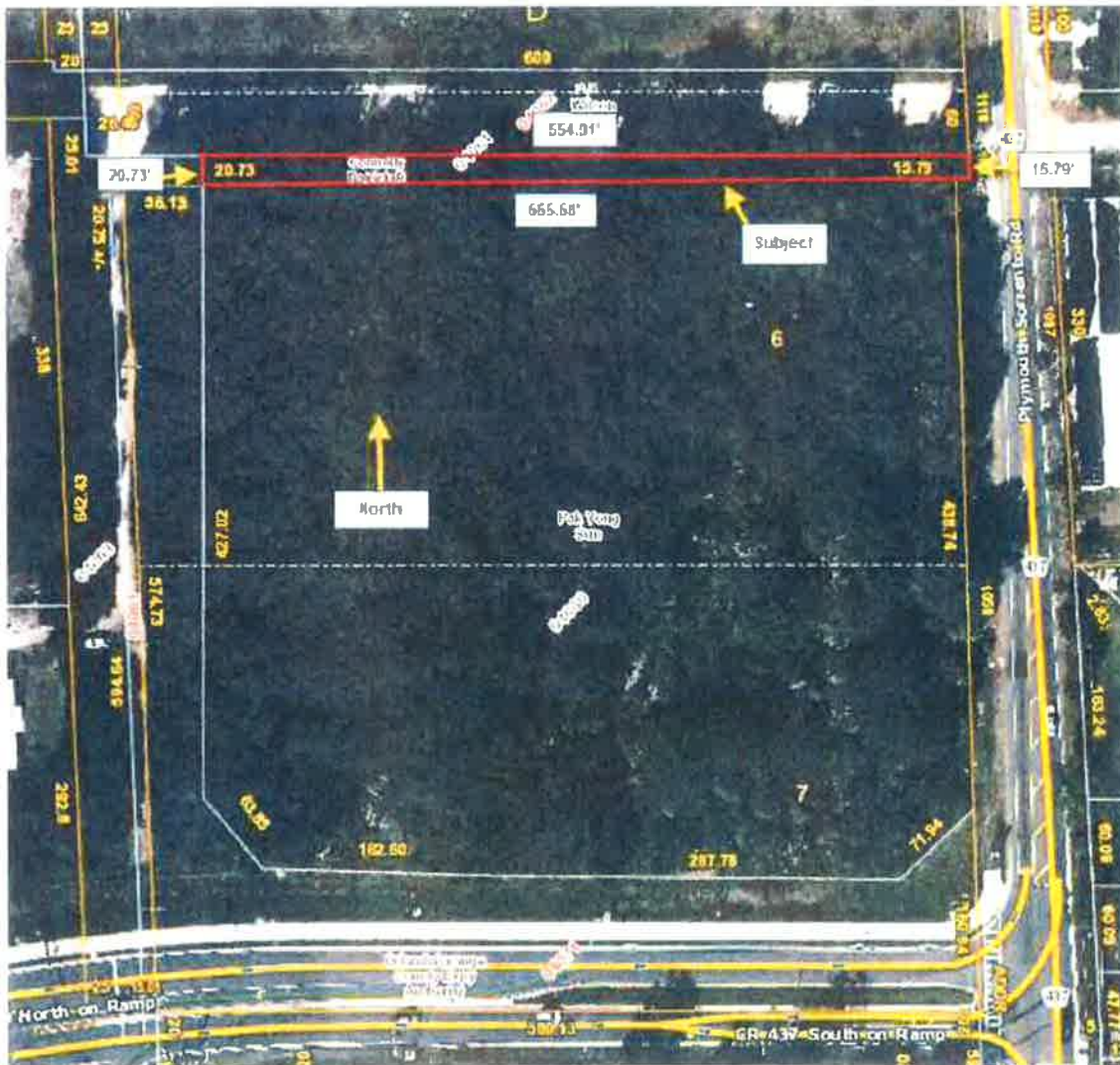
We respectfully request that the Right of Way Committee recommend CFX Board approval of the proposed settlement in the amount of \$5,000.00 in full settlement of all claims for compensation for the acquisition of Parcel 801.

**ATTACHMENTS:**

Exhibit A - Aerial of Parcel 801  
Exhibit B - Purchase Agreement

Parcel: 801  
Project: 429-201

Aerial of Subject with Property Dimensions





**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: Patrick R. Connelly**

Patrick R Connelly 8/22/14  
Signature Date

Patrick R Connelly  
Type or print name

**Buyer: Central Florida Expressway Authority**

BY [Signature] 8/22/14  
Signature Date

[Signature]  
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 CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
Legal Counsel:

By \_\_\_\_\_

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

### **"EXPRESSWAY AUTHORITY"**

#### **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

By \_\_\_\_\_

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

Title \_\_\_\_\_

Central Florida Expressway Authority

**ADDENDUM TO PURCHASE AGREEMENT**

PROJECT: 429 - 201  
STATE ROAD NO: 429  
PROJECT NAME: Wekiva Parkway  
COUNTY: Orange  
PARCEL NO: 801

This is an addendum to the Purchase Agreement attached hereto and made a part hereof between, **Patrick R. Connelly**, Seller, and **The Central Florida 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

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

1. Funds in the amount of \$5,000.00 shall be made payable to Patrick R. Connelly

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

**Seller(s): Patrick R. Connelly**

Patrick R Connelly  
Signature  
By: Patrick R. Connelly  
Type or print name and title

8/22/14  
Date

**Buyer: The Central Florida Expressway Authority**

Joseph A. Brennan  
Signature  
Print Name: Joseph A Brennan  
Title: VP Executive

8/25/14  
Date

ORLANDO ORANGE COUNTY  
EXPRESSWAY AUTHORITY  
STATE ROAD 429  
PROJECT NO. 429-201

PARCEL NO. 801  
PURPOSE: PERMANENT EASEMENT  
ESTATE: PERMANENT EASEMENT

### LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LOT 6, BLOCK D, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BROKEN 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 02°14'21" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 615.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 60 FEET OF THE SOUTH 675.45 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°52'35" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 82.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°52'35" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°07'25" WEST, A DISTANCE OF 20.28 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 730 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE SOUTH 89°36'47" WEST ALONG SAID SOUTH LINE OF THE NORTH 730 FEET, A DISTANCE OF 50.00 FEET TO A POINT ON THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 AS RECORDED IN OFFICIAL RECORDS BOOK 9982, PAGE 2019 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE OF THE NORTH 730 FEET, RUN NORTH 00°07'25" EAST ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 20.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,025 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: DECEMBER 12, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429  
OOCEA PROJECT NO. 429-201  
PARCEL NO. 801



GEODATA CONSULTANTS, INC.  
SURVEYING & MAPPING  
1349 SOUTH INTERNATIONAL PARKWAY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE (407) 732-6965  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

## Page 2 of 3

LAND SURVEYOR BUSINESS LICENSE NO 6556



# SKETCH OF DESCRIPTION

EXHIBIT "A"

Page 3 of 3

## LEGEND AND ABBREVIATIONS

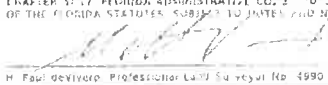

(C)	= CALCULATED	NO.	= NUMBER
(F)	= FIELD	ORB	= OFFICIAL RECORDS BOOK
CCR	= CERTIFIED CORNER RECORD	PB	= PLAT BOOK
CM	= CONCRETE MONUMENT	PG	= PAGE
DB	= DEED BOOK	PGS	= PAGES
FND	= FOUND	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
LA	= LIMITED ACCESS	R/W	= RIGHT OF WAY
		SQ	= SQUARE
		SR	= STATE ROAD

## 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 WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 02°14'21" 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. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND/OR RIGHT-OF-WAY RECORDS. THE SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
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		PMM	02/05/2014	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 11, FLORIDA ADMINISTRATIVE CODE, SUBJECT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO JUDICIAL AND NOTARIAL PUBLIC HEARINGS.	 2-5-2014
REVISED PER COMMENTS		PMM	01/27/2014		
REVISION		BY	DATE		
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: DECEMBER 27, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS		STATE ROAD 429 OOCEA PROJECT NO. 429-201 PARCEL NO. 801		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 SOUTH INTERNATIONAL PARKWAY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 LAND SURVEYOR BUSINESS LICENSE NO. 6556	


# Tab C

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

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

**MEMORANDUM**

**TO: Central Florida Expressway Authority Right of Way Committee**

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

**DATE: August 25, 2014**

**RE: S.R. 429 Wekiva Parkway, Project 429-201; Parcels 104 (Part C) and 804 (Pak)  
Real Estate Purchase Agreement**

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Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation of approval of a Real Estate Purchase Agreement between Yong Sun Pak and Byung Sook Pak (the "Owners") and the Central Florida Expressway Authority ("CFX") for the acquisition of Parcels 104 (Part C) and 804 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-201.

**DESCRIPTION and BACKGROUND:**

Parcel 104 (Part C) is a vacant, hiatus tract that consists of approximately 0.137 acres of land located along the western side of Plymouth Sorrento Road, approximately 15 feet south of Southfork Drive in unincorporated Orange County, Florida. Parcel 804 is a vacant tract that consists of approximately 0.523 acres of land located at the northwest corner of Plymouth Sorrento Road and Connector Drive in unincorporated Orange County, Florida. The Taking includes perpetual easement rights. The Property is zoned A-1, Agricultural by Orange County. The future land use designation is Rural/Agricultural and is within the Rural Service Area and Joint Planning Area with the City of Apopka. There are no improvements located within the Taking. See attached Composite Exhibit "A."

CFX's appraisal of Parcel 104 (Part C) was prepared by Mr. Richard MacMillan of The Appraisal Group of Central Florida, Inc. with a date of value of September 28, 2008. Parcel 104 (Part C) is a hiatus tract that resulted from a previous acquisition by CFX in 2009 for the John Land Apopka Expressway (Phase II) Project. For purposes of this appraisal, Mr. MacMillan based the date of value on the appraisal prepared in 2008 for the original acquisition. Mr. MacMillan estimated the value of Parcel 104 (Part C) to be \$10,900.00 inclusive of damages to the remainder, if any. Mr. MacMillan concluded that the Property's highest and best use as vacant is for commercial use. A copy of the appraisal was provided to the Owners.

Central Florida Expressway Authority Right of Way Committee  
S.R. 429 Wekiva Parkway, Project 429-202; Parcels 104 (Part C) & 804 (Pak)  
August 25, 2014  
Page 2 of 2

CFX's appraisal of Parcel 804 was prepared by Mr. Richard MacMillan of The Appraisal Group of Central Florida, Inc. with a date of value of June 5, 2014. Mr. MacMillan estimated the value of Parcel 804 to be \$108,300.00 inclusive of damages to the remainder, if any. Mr. MacMillan concluded that the Property's highest and best use as vacant is for commercial use. A copy of the appraisal was provided to the Owners.

The parties have been participating in negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcels 104 (Part C) and 804. 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 \$150,000.00 in full settlement of all claims for compensation for the acquisition of Parcels 104 (Part C) and 804. A copy of the Purchase Agreement is attached hereto as Exhibit "B."

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 Parcels 104 (Part C) and 804. 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:**

We respectfully request that the Right of Way Committee recommend CFX Board approval of the proposed settlement in the amount of \$150,000.00 in full settlement of all claims for compensation for the acquisition of Parcels 104 (Part C) and 804.

**ATTACHMENTS:**

Composite Exhibit A - Aerial of Parcels 104 (Part C) and 804  
Exhibit B - Purchase Agreement

Parcel: 1040  
Project: 429-201

2008 Aerial of Subject with Property Dimensions





Parcel: 804  
Project: 429-201

Aerial of Subject with Property Dimensions



PROJECT: 429 – 201  
STATE ROAD NO.: 429  
PROJECT NAME: Wekiva Parkway  
COUNTY: Orange  
PARCEL NO.: 104(Part C) and 804

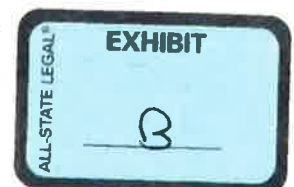
**Buyer: The Central Florida Expressway Authority ("Expressway Authority")**

## I. Description of Property

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

**(a) Real Property**

- |                             |   |                      |
|-----------------------------|---|----------------------|
| <b>Total Purchase Price</b> | (Add Lines 4, 5, 9, 10 and 11)  | <b>\$ 150,000.00</b> |
| (f)                         | Portion of Total Purchase Price to be paid to Seller by Expressway Authority at Closing                   | <b>\$ 0.00</b>       |
| (g)                         | Portion of Total Purchase Price to be paid to Seller by Expressway Authority upon surrender of possession | <b>\$ 0.00</b>       |



### 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: Yong Sun Pak and Byung Sook Pak**

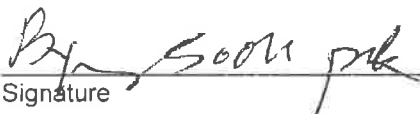
**Buyer: Central Florida Expressway Authority**

Signature  Date 8-8-2014

BY:  Date 8/11/14

Yong Sun Pak  
Type or Print Name

JOSEPH A BERENS, P.E.  
Type or print name

Signature  Date 8-8-2014

Byung Sook Pak  
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 CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
Legal Counsel:

By \_\_\_\_\_

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

**"EXPRESSWAY AUTHORITY"**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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

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

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

Title: \_\_\_\_\_

**ADDENDUM TO PURCHASE AGREEMENT**

PROJECT: 429 – 201  
STATE ROAD NO.: 429  
PROJECT NAME: Wekiva Parkway  
COUNTY: Orange  
PARCEL NO.: 104 (Part C) and 804

This is an addendum to the Purchase Agreement attached hereto and made a part hereof between, **Yong Sun Pak and Byung Sook Pak**, Seller, and **The Central Florida Expressway Authority ("Expressway Authority")**, Buyer, for the use and benefit of the Expressway Authority, for the above-referenced project.

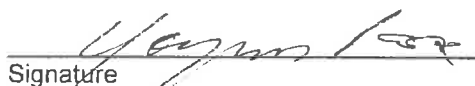
1. Buyer and Seller agree all fees, costs and/or business damage claims are included in this Purchase Agreement.

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

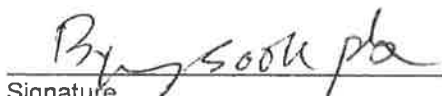
1. Funds in the amount of \$150,000 shall be made payable to Yong Sun Pak and Byung Sook Pak.

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

**Seller(s): Yong Sun Pak and Byung Sook Pak**

  
\_\_\_\_\_  
Signature  
By: Yong Sun Pak  
Type or print name and title

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
By: Byung Sook Pak  
Type or print name and title

  
\_\_\_\_\_  
Date

**Buyer: The Central Florida Expressway Authority**

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

ORLANDO ORANGE COUNTY  
EXPRESSWAY AUTHORITY  
STATE ROAD 429  
PROJECT NO. 429-201

PARCEL NO. 104 PART C  
PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF T.L. SMITH ROAD (PLATTED SORRENTO AVENUE)(VACATED PER DEED BOOK 596, PAGE 467 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA) AS SHOWN ON THE MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BROKEN 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, NO IDENTIFICATION; THENCE SOUTH 89°54'05" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 15.01 FEET TO A POINT ON THE EAST LINE OF THE WEST 40 FEET OF T.L. SMITH RIGHT OF WAY (VACATED PER DEED BOOK 596, PAGE 467 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 02°14'21" WEST ALONG SAID EAST LINE, A DISTANCE OF 594.64 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 730 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°36'47" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 10.01 FEET TO A POINT ON THE FORMER EAST RIGHT OF WAY LINE OF THE AFORESAID T.L. SMITH ROAD; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 02°14'21" EAST ALONG SAID FORMER EAST RIGHT OF WAY LINE, A DISTANCE OF 594.72 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SOUTHWEST 1/4; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°54'05" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 10.01 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 5,947 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429**  
**OOCEA PROJECT NO. 429-201**  
**PARCEL NO. 104 & 804**



GEODATA CONSULTANTS, INC.  
SURVEYING & MAPPING  
1349 SOUTH INTERNATIONAL PARKWAY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY  
EXPRESSWAY AUTHORITY  
STATE ROAD 429  
PROJECT NO. 429-201

PARCEL NO. 804  
PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LOTS 6 AND 7, BLOCK D, MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 THROUGH 18 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BROKEN 6"X6" CONCRETE MONUMENT WITH A 3/4" IRON PIPE, NO IDENTIFICATION; THENCE NORTH 02°14'21" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 615.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 60 FEET OF THE SOUTH 675.45 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°52'35" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 82.01 FEET TO A POINT ON THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429 AS RECORDED IN OFFICIAL RECORDS BOOK 9982, PAGE 2019 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°07'25" WEST ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 20.73 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 730 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 89°36'47" EAST ALONG SAID SOUTH LINE OF THE NORTH 730 FEET, A DISTANCE OF 50.00 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE OF THE NORTH 730 FEET, RUN SOUTH 00°07'25" WEST, A DISTANCE OF 476.26 FEET TO A POINT ON AFORESAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE; THENCE RUN THE FOLLOWING THREE COURSES ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE; THENCE NORTH 88°09'58" WEST, A DISTANCE OF 8.52 FEET TO A POINT; THENCE NORTH 40°24'00" WEST, A DISTANCE OF 63.85 FEET TO A POINT; THENCE NORTH 00°07'25" EAST, A DISTANCE OF 427.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.523 ACRES, MORE OR LESS

SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

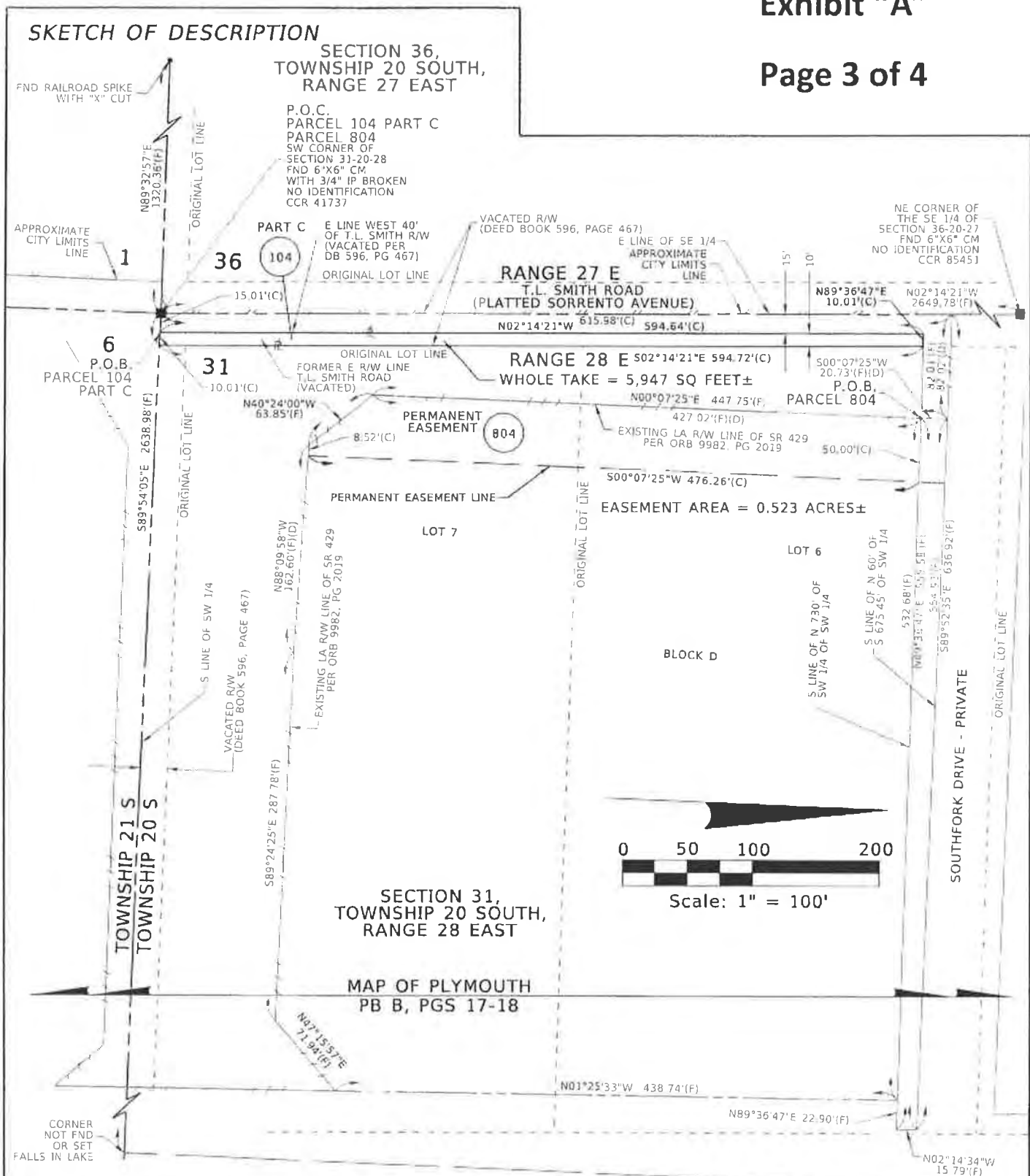
PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429  
OOCEA PROJECT NO. 429-201  
PARCEL NO. 104 & 804



GEODATA CONSULTANTS, INC.  
SURVEYING & MAPPING  
1349 SOUTH INTERNATIONAL PARKWAY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965  
LAND SURVEYOR BUSINESS LICENSE NO. 6556



SEE SHEET 1 & 2 FOR LEGAL DESCRIPTIONS  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: MAY 16, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429  
OOCEA PROJECT NO. 429-201  
PARCEL NO. 104 & 804



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY  
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965

LAND SURVEYOR BUSINESS LICENSE NO. 6556

# SKETCH OF DESCRIPTION

Exhibit "A"

Page 4 of 4

## LEGEND AND ABBREVIATIONS

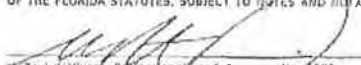
(C)	= CALCULATED	NO.	= NUMBER
(F)	= FIELD	ORB	= OFFICIAL RECORDS BOOK
CCR	= CERTIFIED CORNER RECORD	PB	= PLAT BOOK
CM	= CONCRETE MONUMENT	PG	= PAGE
DB	= DEED BOOK	PGS	= PAGES
FND	= FOUND	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
LA	= LIMITED ACCESS	R/W	= RIGHT OF WAY
		SQ	= SQUARE
		SR	= STATE ROAD

## 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 EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 02°14'21" 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. PARCEL 104 PART C - A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED MAY 16, 2013 (REVISED JUNE 7, 2013), ORDER NO. 4395477, 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.  
  
PARCEL 804 - THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND/OR RIGHT-OF-WAY RECORDS. THE SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
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 & 2 FOR LEGAL DESCRIPTIONS  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

REVISED PER COMMENTS		PMM	02/05/2014	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 31-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND EXPLANATIONS SHOWN HEREON.   Paul deVivero, Professional Land Surveyor No. 5990
REVISED PER COMMENTS		PMM	01/27/2014	
REVISED PER COMMENTS		PMM	06/13/2013	
REVISION		BY	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. 429-201 PARCEL NO. 104 & 804		GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 SOUTH INTERNATIONAL PARKWAY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 LAND SURVEYOR BUSINESS LICENSE NO. 6556

# Tab D

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**ORLANDO-ORANGE-COUNTYCENTRAL FLORIDA**  
**EXPRESSWAY AUTHORITY**

**PROPERTY ACQUISITION & DISPOSITION**  
**PROCEDURES MANUAL**

**2013**

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APPROVED  
By The Orlando-Orange  
County Expressway Board  
December 12, 2013  
To be presented to the  
CFX Board for approval  
9/11/14

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## TABLE OF CONTENTS

	Page
Part 1: INTRODUCTION.....	1
5-1.01 Purpose.....	1
5-1.02 Statement of Policy.....	1
5-1.03 <del>OOCEACFX</del> .....	1
Part 2: ORGANIZATION AND COORDINATION.....	1
5-2.01 General Organization .....	1
5-2.02 <del>OOCEACFX</del> Board Oversight.....	2
5-2.03 Right of Way Committee.....	2
5-2.04 Executive Director and General Counsel.....	3
5-2.05 Right of Way Services .....	3
5-2.06 Contract Services.....	4
5-2.061 Right of Way Legal Counsel.....	4
5-2.062 Acquisition Coordinator.....	5
5-2.063 Consultants.....	5
Part 3: CONSULTANT OPERATIONS .....	6
5-3.01 General Requirements .....	6
5-3.02 Consultant Selection and Contracts .....	6
Part 4: PROPERTY ACQUISITION PROCEDURES.....	7
5-4.01 Right of Way Determinations .....	7
5-4.02 Title, Ownership, and Tenant Information .....	7
5-4.021 Negotiated Acquisition .....	7
5-4.03 Appraisals .....	8
5-4.031 Appraisal Reports .....	8
5-4.032 Appraisal Review.....	8
5-4.033 Review Appraiser's Certification.....	8
5-4.04 Acquisition .....	8
5-4.041 Negotiation.....	8
5-4.042 Settlement Justification .....	9
5-4.043 Documentation of Negotiations.....	9

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
5-4.044 Settlements and Closings .....	9
5-4.05 Eminent Domain Proceedings .....	10
5-4.06 Property Management .....	10
5-4.061 Inventory and Inspection.....	10
5-4.062 Interim Use/Extended Possession.....	10
5-4.063 Repairs and Maintenance .....	10
5-4.064 Sale of Improvements. ....	10
5-4.07 Acquisition and Disposition Records and File Maintenance.....	10
5-4.071 Records to be Maintained.....	10
5-4.072 Identification of Parcels .....	11
5-4.073 Delivery of Acquisition and Disposition Records .....	11
Part 5: ADVANCE ACQUISITION .....	11
5-5.01 Planning for Advance Acquisition .....	11
5-5.011 Planning Program .....	11
5-5.012 Funding Analysis .....	11
5-5.02 Determination of Need for Advance Acquisition .....	<del>124</del>
5-5.021 Review by Right of Way Committee.....	<del>124</del>
5-5.022 Projected Budget.....	<del>134</del>
5-5.023 Recommendation by Right of Way Committee .....	<del>134</del>
5-5.024 Advance Right of Way Pre-Acquisition .....	13
5-5.025 Negotiation for Advance Acquisition .....	13
5-5.026 Advance Acquisition by Eminent Domain .....	13
5-5.027 Retention of Consultants by Right of Way Legal Counsel .....	13
Part 6: POLICY REGARDING THE DISPOSITION OF EXCESS LANDS .....	13
5-6.01 Purpose and Authority .....	13
5-6.02 Definitions .....	13
5-6.03 Determination of Excess Property .....	14
5-6.04 Procedure for Disposition .....	14

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
5-6.05 Appraisals .....	15
5-6.06 Public Sales.....	16
5-6.07 Negotiated Sales.....	18
5-6.08 Exchanges of Property.....	19
5-6.09 Closing.....	19
5-6.10 Sale to Adjacent Owner where Sale is Inequitable .....	20
5-6.11 Costs of Sale .....	20
Part 7: POLICY REGARDING THE RELEASE OF LIMITED ACCESS LINES.....	21
5-7.01 Purpose and Authority .....	21
5-7.02 Determination of Impact of Release.....	21
5-7.03 Valuation Process.....	21
5-7.04 Negotiated Release.....	21
5-7.05 Release of Claims.....	22
5-7.06 Closing and Recording of Release .....	22

## **Part 1: INTRODUCTION**

### **5-1.01 Purpose**

The ~~Orlando-Orange-County~~Central Florida Expressway Authority (OOCEACFX) Property Acquisition and Disposition Procedures Manual ("Manual") is intended to provide recommended procedures to OOCEACFX employees and consultants for (i) obtaining necessary rights of way, easements and other property rights for roadway improvement projects and other projects for which OOCEACFX may be authorized to acquire such property rights and (ii) disposing of property rights deemed available for disposal by OOCEACFX. The Manual is intended for use in all projects for which OOCEACFX is the acquiring agency, unless the project is required by law or contract to be governed by Florida Department of Transportation procedures or other procedures.

This Manual and the guidelines presented herein are official OOCEACFX policy and shall provide the basic structure for conducting right of way and other property acquisition and disposition efforts for OOCEACFX authorized projects. Notwithstanding the foregoing, where deemed in the best interest of OOCEACFX and the public, subject to approval by the OOCEACFX Board, the OOCEACFX may waive the procedures set forth herein in a particular circumstance; provided that such waiver shall not be in conflict with state or federal law.

### **5-1.02 Statement of Policy**

The policy of OOCEACFX shall be to acquire all properties in fee simple, easement, or other property interest deemed to be necessary for the implementation of an authorized project. If acquisition of only part of a property would leave its owner with an uneconomic remnant, OOCEACFX will consider acquisition of the entire property. It is further the policy of OOCEACFX that every property owner shall receive full, just and adequate compensation for the property, in accordance with the laws of the State of Florida. OOCEACFX shall attempt to negotiate in good faith to obtain a voluntary purchase from the property owner which may include providing non-monetary consideration as compensation for the property interests acquired.

### **5-1.03 OOCEACFX**

Chapter 348, Part III, Florida Statutes provides authority for OOCEACFX to acquire property and to exercise the right and power of eminent domain for acquiring rights of way and other properties for OOCEACFX purposes. Moreover, other statutes, including, without limitation, Chapter 369, Part III, provide authority for OOCEACFX to acquire property for other purposes.

## **Part 2: ORGANIZATION AND COORDINATION**

### **5-2.01 General Organization**

OOCEACFX is organized into several operating divisions under the direction of the OOCEACFX Board and the Executive Director. A standing Right of Way Committee provides oversight and control of the property acquisition and disposition process.

### **5-2.02 OOCEACFX Board Oversight**

The OOCEACFX Board has sole and final responsibility for all decisions related to project approval and authorization, expenditure of funds, consultant selection and contracting, property purchases, settlements, and authorization of eminent domain proceedings. OOCEACFX delegates certain authorities and responsibilities to the Executive Director who in turn authorizes various OOCEACFX staff or consultants to conduct the day-to-day operations, including right of way acquisition. In relation to right of way acquisition, the OOCEACFX Board shall approve the following actions:

1. Approval of preliminary PD&E documents, alignment and right of way plans, design documents and construction and project cost estimates.
2. Authorization to initiate right of way acquisition activities.
3. Authorization of right of way acquisition services including appraisals, review appraisals, acquisition consultants, and other right of way contractors.
4. Authorization to initiate eminent domain proceedings.

OOCEACFX delegates authority to the Executive Director, or the Executive Director's designee, to make purchase offers, negotiate settlements, approve mediation and condemnation settlements, execute purchase agreements and decide other matters pertaining to property acquisition and settlements for projects approved by OOCEACFX, provided, however, that the property acquisition process is conducted in accordance with the policies and procedures set forth in this Manual. The Right of Way Committee shall oversee and direct OOCEACFX's delegation of this authority.

OOCEACFX's delegation of authority for right of way acquisition activities recognizes the practical need to conduct negotiations for property acquisition, business damage claims and other matters pertinent to real estate transactions in confidence until such time as a settlement is reached. This need is recognized in Section 119.0711, Florida Statutes which exempts "...all appraisals, other reports relating to value, offers, and counteroffers..." from public disclosure until execution of a valid option contract or conditional acceptance of a written offer to sell by OOCEACFX, subject to final OOCEACFX Board approval.

### **5-2.03 Right of Way Committee**

A standing Right of Way Committee is appointed by OOCEACFX to oversee and direct the right of way acquisition process. The purpose of the Right of Way Committee is to provide a forum for review and approval of property acquisition negotiations, proposed settlements, review of condemnation proceedings and mediation, and other matters related to acquisition negotiations and settlements. The Right of Way Committee is composed of two (2) OOCEACFX Board Members and a resident of Orange County selected and appointed by the OOCEACFX Board that serves on an annual basis. Two members of the Right of Way Committee must be

physically present at a meeting to constitute a quorum necessary to conduct business of the Right of Way Committee. During right of way acquisition projects, the Right of Way Committee shall meet as required to review negotiations and provide direction to the acquisition staff and consultants. OOCEACFX General Counsel shall also attend Right of Way Committee meetings and shall serve as an advisor to the Right of Way Committee.

#### **5-2.04 Executive Director and General Counsel**

The Executive Director is responsible for the daily operations of the OOCEACFX. The Executive Director has delegated the authority and responsibility for right of way acquisition. The Executive Director or the Deputy Executive Director of Engineering and Operations are authorized to execute purchase and other agreements related to property acquisition or disposition.

The OOCEACFX General Counsel is responsible for, among other things, advising the OOCEACFX Board on legal matters, supervising OOCEACFX outside counsel, Right of Way Legal Counsel and the Acquisition Coordinator.

#### **5-2.05 Right of Way Services**

Without limiting anything herein, the Executive Director has specifically designated responsibility to conduct the routine and day-to-day functions of the property acquisition and disposition process to OOCEACFX staff or consultants, including through the Acquisition Coordinator and Right of Way Legal Counsel, subject to oversight by the General Counsel's office, the Right of Way Committee and the OOCEACFX Board as provided herein. These specific responsibilities include, without limitation:

1. Approval of property acquisition plans, subject to final authorization by the OOCEACFX.
2. Approval of consultant work scope for right of way appraisals, appraisal reviews and acquisition after approval of consultant selection.
3. Authorization of specific work items as called for in the consultant contract, including authorization of appraisals, business damage assessment reports, special studies relating to property acquisition impacts and valuation, environmental studies and mitigation, relocation payments and other special services which may be called for in the consultant contract.
4. Authority to negotiate settlements or purchase agreements to acquire property above appraised value when such actions are adequately justified, subject to final approval by the Right of Way Committee and OOCEACFX Board.
5. Authority to mediate cases prior to eminent domain valuation trials, settlement at mediation being subject to final approval by the Right of Way Committee and OOCEACFX Board.

6. Approval of payment requests for right of way purchases and other purposes authorized herein.
7. Day-to-day management of the right of way work effort, including review of progress, schedule and cost adherence, and approval of technical products.
8. Coordination of right of way activities with other OOCEACFX divisions (Planning, Design, Construction, Finance) and consultants.
9. Coordination of acquisition and condemnation activities with OOCEACFX Right of Way Legal Counsel, the Right of Way Acquisition Coordinator and/or designated brokers and consultants.
10. Participation in design plan reviews.
11. Coordination of property disposition activities with OOCEACFX Right of Way Legal Counsel.
12. Such other responsibilities as the Executive Director may assign to staff or consultants with the approval of the Right of Way Committee.

The property acquisition process shall be monitored by the Right of Way Committee, and all actions resulting in final settlement of property acquisition or disposition matters shall be reviewed with and reported to the Committee and the Executive Director prior to execution of agreements, subject to final approval by the OOCEACFX Board.

#### **5-2.06 Contract Services**

OOCEACFX may select consultants to providing various right of way services as required by the complexity and magnitude of the property acquisition program being undertaken. The following types of consultant services may be used, depending on the nature of the acquisition program.

**5-2.061 Right of Way Legal Counsel** - The OOCEACFX Right of Way Legal Counsel will be selected by OOCEACFX. The Right of Way Legal Counsel shall be responsible for all legal matters pertaining to the property acquisition process, subject to oversight by the General Counsel's office and the Right of Way Committee. Specific responsibilities and authority include the following, without limitation.

1. Obtaining and processing title search, ownership and encumbrance reports and other due diligence information as required for both engineering and property acquisition purposes, including, without limitation, those reports specified in Section 5-2.05, paragraph 3 above.
2. Preparing of all legal instruments and documents required for right of way acquisition, including, without limitation, purchase and settlement agreements, option agreements, satisfactions of mortgages, release instruments, deeds, easements, and other documents deemed necessary and proper for each transaction.

3. Closing property purchases and obtaining title insurance.
4. Preparing, filing and prosecuting eminent domain proceedings, upon approval by OOCEACFX.
5. Negotiating property acquisitions.
6. Conducting property disposition activities.

**5-2.062 Acquisition Coordinator** - The Acquisition Coordinator provides the technical work associated with property acquisition projects, assists with pre-condemnation negotiations and property disposition. The Acquisition Coordinator reports to the General Counsel's office and Right of Way Committee and may be a consultant selected by OOCEACFX. The Acquisition Coordinator services may be performed by a firm or individual or as part of the OOCEACFX's General Consulting Engineering Contract. Responsibilities of the Acquisition Coordinator include, without limitation:

1. Assisting in the development of work programs.
2. Conducting pre-condemnation negotiations for property acquisition subject to supervision of the General Counsel's office.
3. Assisting Right of Way Legal Counsel in the preparation and submittal of interim progress reports, negotiation reports, recommended settlement actions and recommendations for initiation of eminent domain proceedings to the Executive Director and Right of Way Committee.
4. Conducting property disposition activities subject to the supervision of the General Counsel's office.
5. Accepting and executing the Review Appraiser's Certification and making statutory first written offers to property owners at appraised value.

**5-2.063 Consultants** - OOCEACFX may elect to utilize the services of qualified technical consultants during the property acquisition process. Technical consultant services required for an acquisition program may include, without limitation, the following.

1. Property Appraisal and Appraisal Review
2. Acquisition/Negotiation/Right of Way Coordination
3. Business Damage Assessment and Report Preparation
4. Relocation and Advisory Services as OOCEACFX may elect from time to time
5. Eminent Domain Support
6. Property Management



7. Environmental Consulting
8. Land Use and Planning Consulting

### **Part 3: CONSULTANT OPERATIONS**

#### **5-3.01 General Requirements**

Consultants engaged in right of way services and real property acquisition and disposition services shall be selected in accordance with OOCEACFX policies and procedures for consultant selection described in this section, however, in the event of any direct conflict with OOCEACFX procurement policies, the policies and procedures set forth in the procurement policy shall prevail. It is the policy of OOCEACFX to provide the maximum opportunity to qualified individuals and businesses to provide goods and services to OOCEACFX, consistent with appropriate quality at the most reasonable cost.

Consultants shall be technically qualified to perform the right of way services, shall have the proper business and professional licenses and registrations and shall meet OOCEACFX's requirements for insurance coverage. Consultant responsibilities, scope of services and compensation shall be specified in a written contract approved by OOCEACFX. The consultant shall provide adequate, qualified personnel to accomplish the scope of services and to staff its offices during normal hours of operation. The consultant will provide ongoing project management personnel necessary to coordinate, plan, direct and control the assignment and all customary administrative services.

#### **5-3.02 Consultant Selection and Contracts**

OOCEACFX's Board shall approve the selection of the Acquisition Coordinator and Right of Way Legal Counsel. At the request of the General Counsel's office, OOCEACFX may solicit proposals for consultants, including the Acquisition Coordinator and Right of Way Legal Counsel. OOCEACFX's Board has designated the Right of Way Committee to evaluate proposals and make recommendations to the Board for approval of such consultants.

General Counsel's office may confer with the Right of Way Committee and Right of Way Legal Counsel from time to time to determine what type of consultant services are required to accomplish right of way and real property acquisition and disposition services. The General Counsel's office may acquire such services through direct negotiations with qualified consultants, or the General Counsel's office may authorize and designate Right of Way Legal Counsel to retain sub-consultants necessary to perform such services, subject to the following.

1. Each such consultant or sub-consultant shall negotiate a written contract setting forth the scope of services and compensation. The scope of services shall define the responsibilities of the consultant, the scope of work to be performed, the resultant deliverables and requirements,

invoicing procedures, and authorizations required. The contract shall be authorized by the OOCEACFX Board.

2. Approval of the OOCEACFX Board shall be obtained for any consultant or sub-consultant contract fee anticipated to exceed \$25,000.

#### **Part 4: PROPERTY ACQUISITION PROCEDURES**

This section provides an outline of the property acquisition process as it relates to OOCEACFX's property acquisition program. The outline is not meant to be an all encompassing description of the responsibilities and duties; rather it is meant as a general guide to the process.

**5-4.01 Right of Way Determinations** The following shall be prepared or obtained for OOCEACFX, if available:

1. Maps depicting preferred corridors and/or routes;
2. Right of Way maps;
3. Parcel sketches;
4. Legal description of parcels to be acquired;
5. Property interest(s) to be acquired; and,
6. Project background reports and data.

**5-4.02 Title, Ownership, and Tenant Information** - Right of Way Legal Counsel is responsible for securing title search and title information. Upon commencement of property acquisition activities, the General Counsel's office will oversee:

1. The provision of maps, plans, legal descriptions and parcel sketches, and the obtaining of updated title information for the parcels in the project area;
2. Development of a list of property owners by parcel number; and,
3. Identification of parcels that may be appropriate for early acquisition and/or acquisition as total takes through negotiation or eminent domain and the commencement of negotiations.

**5-4.021 Negotiated Acquisition** – Notwithstanding anything to the contrary contained in this Manual, the Right of Way Committee and OOCEACFX Board may authorize obtaining property in advance of completing its acquisition procedures, provided that any negotiated purchase price of the property obtained is based on a reasonable determination of the fair market value of the property as established by an appraisal. In determining whether early acquisition is appropriate with respect to any such property, the Right of Way Committee and OOCEACFX may consider, without limitation, savings and planning efficiencies which result from the early acquisition, any

efforts to develop or improve the property, any proposed or pending sale of the property, any potential business damage claims, or any other circumstance that establishes that early acquisition of the property is in the best interest of the OOCEACFX.

#### **5-4.03 Appraisals**

**5-4.031 Appraisal Reports** – It is the policy of OOCEACFX that any and all appraisals used in the acquisition of property rights reflect the fair market value of the property or rights to be acquired, including any severance damages, less special benefits accruing to the property. Appraisals shall be prepared by qualified appraisers and shall conform to the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation. All appraisers will be selected on the basis of their experience, demonstrated quality of work, licensing and reputation. Appraisers must be qualified to give expert testimony in support of their value estimates in the event of eminent domain proceedings. Appraisals shall be certified to OOCEACFX.

Where deemed appropriate by the General Counsel's office and the Right of Way Committee, OOCEACFX may agree upon a single OOCEACFX/landowner appraiser to perform an appraisal certified to both parties, may accept an appraisal prepared for a landowner by an OOCEACFX-approved appraiser meeting the standards set forth herein or may accept an appraisal prepared by any appraiser deemed acceptable to Right of Way Legal Counsel and the Right of Way Committee based on the appraiser's experience, quality of work and reputation. OOCEACFX may also negotiate a proposed settlement or purchase price subject to confirmation by an appraisal performed in accordance with these policies.

**5-4.032 Appraisal Review** - The appraisal report(s) prepared on behalf of OOCEACFX will be reviewed by a qualified Review Appraiser for conformance with the Uniform Standards of Professional Appraisal Practice and to further assure that all compensable items have been included in the appraisal report. The review shall include a thorough check of all mathematical calculations, a review of the completeness of the appraisal, and a review of the reasonableness of the appraiser's conclusions.

**5-4.033 Review Appraiser's Certification** - The Review Appraiser's written report will certify that the appraisal report conforms to the Uniform Standards of Appraisal Practice and that the value estimate is either reasonable or unreasonable. The Review Appraiser shall document in writing that he or she has reviewed each appraisal report prepared on behalf of OOCEACFX.

#### **5-4.04 Acquisition**

**5-4.041 Negotiation** – In accordance with 73.015, *Florida Statutes*, each property owner should be given full information as to the acquisition, the necessity of the proposed improvement and the potential impact of the improvement on the subject parcel. OOCEACFX may seek donation of rights of way where appropriate or may negotiate property exchanges or non-monetary consideration for acquisition of property interests.

Property acquisition negotiations are conducted under the supervision of the General Counsel's office. Staff or consultant negotiators may be assigned to specific parcels, depending on the

perceived difficulty of the negotiations, number of parcels involved in the assignment, and other factors as appropriate.

If during the course of negotiations, certain factors or conditions concerning the property were not known or not evident at the time of valuation, proper consideration and weight should be given to these matters, and they should be brought to the attention of the Right of Way Committee, which may request a reappraisal of the property or may authorize an administrative settlement or agreement based on the facts submitted by the negotiator.

**5-4.042 Settlement Justification** – The negotiator may present counteroffers to the Right of Way Committee and shall present proposed negotiated purchase or settlement agreements for consideration by the Right of Way Committee for recommendation to the OOCEACFX Board and then to the OOCEACFX Board for final approval.

Settlement memoranda shall be prepared for all recommended acquisition settlements. The memoranda will document the basis for settlements and specifically point out the facts and circumstances justifying the settlement.

**5-4.043 Documentation of Negotiations** - The negotiator shall maintain accurate, written records of all negotiations, including:

1. Persons contacted.
2. Potential settlement terms discussed with landowners before and after any first written offer.
3. Written offers and counteroffers.
4. Results of the discussions.
5. Any other data pertinent to the negotiation and settlement of the parcel.
6. Copies of written contact records shall be maintained in the negotiators working file, in chronological order, so that the negotiation process can be readily reviewed throughout the acquisition program.

**5-4.044 Settlements and Closings** - Upon reaching a negotiated settlement with the property owner in the form of a signed agreement, the negotiator will:

1. Provide a statement of justification for the settlement and a recommendation to accept or reject the agreement to the Right of Way Committee and OOCEACFX Board.
2. Upon final approval of the settlement agreement, submit the agreement to the Executive Director for execution reflecting final approval by OOCEACFX.

Closing services shall be performed by the Right of Way Legal Counsel who shall be responsible for recording of the executed deed and other documents. The Right of Way Legal Counsel shall provide copies of the closing statement, deed, title insurance policy and other pertinent closing documents to the OCEACFX's designated custodian of records.

#### **5-4.05 Eminent Domain Proceedings**

Before initiating a condemnation action as to any property interest, Right of Way Legal Counsel shall consult with the General Counsel's office and Right of Way Committee and shall act in accordance with Chapter 73 and 74, *Florida Statutes*.

The Right of Way Committee shall have the authority to approve initial offers of compensation in any amount deemed to be in the best interest of the OCEACFX and shall have the authority to approve any terms deemed necessary to obtain a Stipulated Order of Taking of the property to be acquired.

Right of Way Legal Counsel, with oversight from General Counsel's office, is responsible for negotiating settlement agreements achieved after the filing of eminent domain proceedings, and will be responsible for securing approvals of such settlements, through the Right of Way Committee and OCEACFX Board. If a settlement agreement cannot be reached, the Right of Way Legal Counsel will be responsible for obtaining a final verdict as to compensation to be paid for the property interests to be acquired.

#### **5-4.06 Property Management**

**5-4.061 Inventory and Inspection** - OCEACFX staff or consultants will inspect the property and coordinate post-acquisition maintenance and/or disposition of buildings and personal property acquired and shall maintain records documenting same.

**5-4.062 Interim Use/Extended Possession** - In certain instances, OCEACFX may acquire a property in advance of the construction schedule and may authorize an interim use of the property. All interim uses shall be approved by the Right of Way Committee.

**5-4.063 Repairs and Maintenance** - As required, the OCEACFX may authorize contractors to clear properties, mow and clean, affect building repairs, board and secure vacant structures, and undertake other ongoing maintenance activities as may be dictated. Properties will be maintained in a safe and secure manner.

**5-4.064 Sale of Improvements** - Sale of improvements for removal or salvage may be authorized when it is in the best interest of OCEACFX to affect such a sale, and when project schedules permit such actions. Sale of improvements will be conducted in compliance with Florida law and appropriate bond documents related to the expressway project.

#### **5-4.07 Acquisition and Disposition Records and File Maintenance**

**5-4.071 Records to be Maintained** - In accordance with Chapter 119, Florida Statutes, and existing **OOCEACFX** policy, files documenting property acquisition and disposition shall be established and maintained at **OOCEACFX** headquarters. Individual files for each parcel should be established by assigned parcel number. Original documents pertaining to property acquisition and disposition are to be included in the parcel file when available.

The available documents and records to be maintained by **OOCEACFX** for each parcel are identified on checklists, Forms 1-3: 1) Real Estate Acquisition Closing Binder Checklist for Non-Litigation Parcels; 2) Real Estate Acquisition Closing Binder Checklist for Litigation Parcels; and, 3) Real Estate Sale Closing Binder Checklist for Surplus Parcels. The documents and records identified on the Checklists are not intended to be exhaustive but represent the most common documents involved in **OOCEACFX**'s property acquisition and disposition activities. On a parcel by parcel basis, Right of Way Legal Counsel shall include other documents used and available that may be particular to the parcel acquisition and disposition activity. The Checklists should be revised by **OOCEACFX** staff on a regular basis to maintain complete parcel records and are not intended to be included as part of this Manual.

**5-4.072 Identification of Parcels** - At the beginning of a new project requiring the acquisition of right of way, the Acquisition Coordinator shall develop a master list of parcels to be acquired, identified by parcel number, and shall provide the list to the **OOCEACFX** Records Custodian. From time to time during the project, the list shall be revised to reflect changes in the parcels that are to be acquired. **OOCEACFX** records shall be documented by memo if parcels are identified as no longer necessary for acquisition for the project.

**5-4.073 Delivery of Acquisition and Disposition Records** - Right of Way Legal Counsel shall deliver the complete parcel file to the **OOCEACFX** Records Custodian no later than six (6) months from the date of final parcel activity. This deadline may be extended as necessary by General Counsel's office upon written request.

## **Part 5: ADVANCE ACQUISITION**

It is expressly found and declared by **OOCEACFX** that, in certain circumstances, it is necessary and appropriate for **OOCEACFX** to obtain or acquire rights of way or other property interests prior to the time that funding for an **OOCEACFX** authorized project is finalized ("Advance Acquisition"). The purpose of this section is to set forth the policies and procedures whereby **OOCEACFX** may authorize and implement such advance acquisition of rights of way or other property interests.

### **5-5.01 Planning for Advance Acquisition**

**5-5.011 Planning Program** - In conjunction with its annual and long-range transportation planning and budgeting programs, **OOCEACFX** may consider opportunities to acquire or reserve rights of way or property rights in advance of the date when the total funding for a particular project will be available.

**5-5.012 Funding Analysis** - As a part of its review of opportunities for advance acquisition of rights of way and property interests, staff shall prepare an analysis of potential funding sources,

both public and private, to defray all costs of such advance acquisition pending total funding for the applicable project.

#### **5-5.02 Determination of Need for Advance Acquisition**

**5-5.021 Review by Right of Way Committee** - As far in advance of any particular project as is practical, the Right of Way Committee may review all available information relating to the project, to determine whether Advance Acquisition is appropriate with respect to the project or any portion thereof. In making such determination, the Right of Way Committee shall consider, without limitation, the following factors:

1. The likelihood that property values in the proposed project route will substantially appreciate prior to the anticipated date for construction and that savings will result from a program for Advance Acquisition.
2. Savings and planning efficiencies which would result from Advance Acquisition in conjunction with other ~~OOCEACFX~~ projects and/or coordination with planning or improvement projects by other governmental agencies.
3. The potential for future development within the proposed project corridor or area which would conflict with or impede the proposed project.
4. Environmental considerations which may support advance acquisition of right of way.
5. The availability of additional and alternative funding sources for advance right of way acquisition, including, without limitation, the commitments of financial support and/or right of way donations by other governmental bodies or private entities.
6. The necessity to acquire additional property and/or right of way to preserve availability of previously acquired or donated rights and/or rights of way.
7. Other financial savings and logistical benefits achieved by advance acquisition of right of way.
8. The impact, if any, of acquiring rights of way not in accordance with guidelines from the Federal Highway Administration or other applicable federal agency and the necessity, if applicable, of obtaining a waiver to any such guidelines.
9. Express authorizations by law or agreement for acquisition of property interests in advance of ~~OOCEACFX~~ funding of a related expressway project.

**5-5.022 Projected Budget** - To assist the Right of Way Committee in its determination as to whether advance acquisition of Right of Way is appropriate for any project, staff or consultant personnel shall prepare a projected time schedule for the Advance Acquisition program. The time schedule shall include a proposed estimate of costs of such Advance Acquisition and the revenues and funds which are or will be available for such acquisition prior to full funding of any particular project.

**5-5.023 Recommendation by Right of Way Committee** - The Right of Way Committee shall recommend to **OOCEACFX** whether a particular project is appropriate for Advance Acquisition. Based upon such recommendation, **OOCEACFX** may authorize the Advance Acquisition program for a particular project.

**5-5.024 Advance Right of Way Pre-Acquisition** - Upon approval by **OOCEACFX**, staff or consultant personnel shall commence any additional pre-acquisition activities required by Part 4 of this Manual.

**5-5.025 Negotiation for Advance Acquisition** - Where applicable, a proposed purchase agreement shall contain provisions that (i) funding has not been completed for the subject project and that the contract is subject to funding by an **OOCEACFX** bond issue or other applicable sources, (ii) the design and location of any contemplated or proposed roadway systems or access scenarios are not guaranteed unless otherwise expressly provided, and (iii) **OOCEACFX** shall be released from any other claims by the landowner relating to the property acquisition and/or the applicable project, including, without limitation, claims for loss of access, air, light or view or other severance, business and consequential damages.

**5-5.026 Advance Acquisition by Eminent Domain** - To the extent that **OOCEACFX** has actual funds available and budgeted, and upon authorization by **OOCEACFX** to proceed with condemnation, the Right of Way Legal Counsel, at the direction of the General Counsel's office, may institute eminent domain proceedings for potentially necessary rights of way for any project prior to the date when the total proceeds for a particular project are available.

**5-5.027 Retention of Consultants by Right of Way Legal Counsel** - It is acknowledged that it may be necessary for Right of Way Legal Counsel to employ consultants for the acquisition process and the attendant eminent domain proceedings. Right of Way Counsel, with the supervision of General Counsel's office, shall be authorized to employ such consultants as may be required to assist in the acquisition process and eminent domain proceedings, if applicable, subject to the requirements of 5-3.02. Such consultants may include, but are not limited to, appraisers, engineers, land planners, market consultants or others who may be required to testify as expert witnesses in required judicial proceedings.

## **Part 6: POLICY REGARDING THE DISPOSITION OF EXCESS LANDS**

### **5-6.01 Purpose and Authority.**

The purpose of this policy is to establish a procedure for disposition of excess real property unnecessary or unsuitable for the **OOCEACFX**'s use. **OOCEACFX** is authorized by Florida Statutes, Section 348.754, to implement all necessary procedures incident to the creation and maintenance of the expressway system.



Notwithstanding anything provided herein, the disposition or conveyance of any property acquired after May 11, 2006, by OOCEACFX through eminent domain shall be made in accordance with the provisions of Section 73.013, Florida Statutes.

#### **5-6.02 Definitions.**

- a. **Excess Property.** Real property, of any monetary value, located outside of the current operating Right of Way limits of OOCEACFX not currently needed to support existing expressway facilities as determined by staff. Excess Property may include excess property with economic value created when design or construction requirements change after acquisition. Excess Property may or may not be needed for future expressway purposes.
- b. **Expressway Facility/Expressway Facilities.** Any and all lands, fixtures, improvements, roadways and toll plazas which may be constructed, operated or maintained in whole or in part with OOCEACFX funds.
- c. **Inequitable Sale.** A sale of Surplus Property which would unfairly or unjustly affect an adjacent property owner's ultimate or present use of the owner's property to the extent that the property owner is or will be hindered or prevented from full use of such property.
- d. **OOCEACFX's Standard Written Contract.** An agreement for sale and purchase of Surplus Property made between a potential purchaser and OOCEACFX being materially in OOCEACFX's standard form and content which contains the terms of the sale.
- e. **Surplus Property.** Excess Property declared by OOCEACFX's Board to no longer be essential to, or have any present or future use or purpose for OOCEACFX and the Expressway Facility.

#### **5-6.03 Determination of Excess Property.**

The OOCEACFX Board may from time to time, direct the Executive Director or the Right of Way Committee to review property holdings of OOCEACFX to determine if Excess Property exists. The Board shall determine whether Excess Property is essential for present or future construction, operation or maintenance of an Expressway Facility or essential for OOCEACFX purposes. A determination that Excess Property is non-essential shall be made by a resolution of the Board. If a parcel of property is determined to be non-essential, it will be designated as Surplus Property. If the Surplus Property is subject to a Lease Purchase Agreement with the Florida Department of Transportation (the "FDOT") then OOCEACFX shall file with the FDOT a certificate signed by the Chairman of the Board stating that (1) OOCEACFX is not in default of any covenants or provisions of the Master Resolutions with the Junior and Senior Bond Holders, and (2) in the opinion of the General Consulting Engineers, OOCEACFX is in compliance with the applicable Sections of the Master Resolutions with the Junior and Senior Bond Holders.

#### **5-6.04 Procedure for Disposition.**

After the Board has determined a parcel of property is Surplus Property, ~~OOCEACFX~~ may, but is not required to, dispose of the Surplus Property in the following manners. In determining whether to dispose of Surplus Property, the Board may consider, but is not limited to considering, the current market conditions and whether the cost to dispose of the Surplus Property outweighs the price which may be obtained from the sale of the Surplus Property. ~~OOCEACFX~~ may sell less than a fee simple interest in Surplus Property. Surplus Property may be sold to, or exchanged with, private entities and persons. When deemed by the ~~OOCEACFX~~ Board to be in the public interest, ~~OOCEACFX~~ may also sell, give or exchange Surplus Property to or with another ~~public or quasi-public entity or a charitable or other non-profit organization governmental entity~~.

- a. Surplus Property Valued Under \$25,000. Where Surplus Property has an estimated value of less than \$25,000, as set forth in a written good-faith estimate by ~~OOCEACFX~~'s appraisal consultant or other qualified agent selected by the Right of Way Committee, the Board shall choose one of the following procedures for the disposition of such Surplus Property:
  - (1) Public sale as provided in 5-6.06 below; or
  - (2) Negotiated sale as provided in 5-6.07 below.
- b. Surplus Property Valued Over \$25,000. Where Surplus Property has an estimated value greater than \$25,000, it shall be disposed of by public sale as provided in 5-6.06 below.
- c. Inequitable Sales. Where the sale of Surplus Property would be an Inequitable Sale, regardless of the value of the property, the Surplus Property may be sold to an adjacent affected property owner by a negotiated sale. If more than one adjacent property owner desires to purchase the property, it shall be sold by a public sale. Without limiting anything else contained in this policy, if no adjacent property owner desires to purchase the property, then the Authority may elect to dispose of such land by public sale, negotiated sale, exchange, donation or any other manner contemplated in this policy. Nothing in this paragraph is intended to eliminate the requirements of subparagraphs 5-6.04 (a) or (b) above.
- d. Surplus Property Sold to a Public/Non-Profit Governmental Entity. If Surplus Property is to be sold to another ~~public or quasi-public entity, or a charitable or other non-profit organization governmental entity~~, it may be disposed of by a negotiated sale.
- e. Surplus Property Given to a Public/Non-Profit Entity. If Surplus Property is to be given to a ~~public or quasi-public entity, or a charitable or other non-profit organization, governmental entity~~ the Board shall determine if the gift of the Surplus Property is appropriate under all of the circumstances.

Notwithstanding a. through f. above, upon recommendation of the Right of Way Committee and Executive Director, and where deemed in the best interest of OOCEACFX and the public, the Board may waive the procedures for disposition of Surplus Property in a particular circumstance. Such waiver shall be by Board resolution. Without limiting anything contained herein, to maximize revenues to OOCEACFX, OOCEACFX may market its surplus property, including through marketing and/or listing with a licensed real estate broker or brokers approved by the Board.

#### **5-6.05 Appraisals.**

Except as provided herein, prior to closing on the sale or exchange of Surplus Property, OOCEACFX shall obtain an appraisal. If deemed appropriate by OOCEACFX, in light of all the circumstances, the appraisal may be in the form of a summary or letter appraisal confirming the proposed transaction price is a reasonable market price. Appraisal costs shall be payable by the purchaser of any Surplus Property.

If the sale of Surplus Property is initiated by OOCEACFX, an appraisal shall be obtained by OOCEACFX prior to closing on a sale or exchange of any Surplus Property and the purchaser shall pay for the appraisal cost at closing. If a prospective purchaser solicits OOCEACFX regarding the purchase of Surplus Property, the prospective purchaser shall be responsible for obtaining and paying for an appraisal prepared by an appraiser selected and approved by OOCEACFX. Where deemed appropriate by General Counsel's office and the Right of Way Committee, OOCEACFX may accept an appraisal prepared for a landowner by an OOCEACFX approved appraiser meeting the standards set forth in Section 5-4.03 of this Manual. Appraisal costs shall be payable by the purchaser of the Surplus Property. If a prospective purchaser solicits OOCEACFX regarding the purchase of Surplus Property and provides an approved appraisal but is subsequently not the highest bidder or proposer at a public sale, the successful bidder shall reimburse the cost of the approved appraisal which shall be paid to the original prospective purchaser as a condition to the purchase of the Surplus Property.

If Surplus Property valued at \$25,000 or less is sold by a negotiated sale, a formal appraisal does not need to be obtained provided that OOCEACFX shall obtain a written good-faith estimate by OOCEACFX's appraisal consultant that the property value does not exceed \$25,000. However, the OOCEACFX Board, General Counsel's office, or Right of Way Legal Counsel may require an appraisal for Surplus Property valued at less than \$25,000 if it is determined a formal appraisal is appropriate under the circumstances. An appraisal shall not be dated more than ninety (90) days prior to the date of the sale.

#### **5-6.06 Public Sales.**

In order to sell Surplus Property by public sale, OOCEACFX shall utilize either the bid or proposal procedures set forth below:

##### **Bid Procedure:**

- a. OOCEACFX shall advertise the sale, including at a minimum an advertisement in a newspaper of general circulation in the area where the

property is located, and shall post the advertisement on OOCEACFX's internet web site. The advertisement shall state the date, time and place of the proposed auction, bid due date, bid opening or other method of buyer and price selection. The advertisement shall briefly describe the property, the minimum bid amount, and the location of where to obtain additional information. The advertisement shall run in the newspaper at least one (1) day, which must occur at least fourteen (14) calendar days prior to the date of the public sale. At the election of OOCEACFX, more notice may be afforded, but not less. OOCEACFX shall reserve the right to reject any or all bids, to request and consider additional information from any bidder and to waive minor irregularities and technical defects in any bid.

- b. The public sale shall be held at OOCEACFX offices or such other place designated by OOCEACFX.
- c. The public sale shall be in sealed bid, auction format, or such other method determined by OOCEACFX and shall be conducted by a designated representative of OOCEACFX.
- d. OOCEACFX may at its option establish a minimum bid amount of not less than the appraised value of the property; however, the Right of Way Committee may determine, subsequent to a public sale where the minimum bid is not obtained, that a lower bid will be accepted.
- e. Upon OOCEACFX's notice of the successful bid, the successful bidder shall be required to place a deposit in the amount of ten percent (10%) of the purchase price (the "Deposit") in an escrow account designated by OOCEACFX within five (5) business days after such notice. The Deposit shall be refundable pursuant to the terms of the OOCEACFX's standard written contract only in the event OOCEACFX does not proceed to execute and/or close on a contract for sale of the subject property or, if after executing the contract, the purchaser determines within the inspection period not to proceed with the purchase of the property. Full payment of the purchase price shall be made to OOCEACFX at closing in either a cashier's check, money order, or other non-cancelable instrument.

**Proposal Procedure:**

- f. The OOCEACFX may solicit proposals (Request for Proposals) for purchase of OOCEACFX property. OOCEACFX shall advertise the Request for Proposals, including at a minimum an advertisement in a newspaper of general circulation in the area where the property is located and shall post the advertisement on OOCEACFX's internet web site. The advertisement shall briefly describe the property and where to obtain additional information. The advertisement shall run in the newspaper at least one (1) day, which must occur at least fourteen (14) calendar days

prior to the date the proposals are due. At the election of OOCEACFX, more notice may be afforded, but not less.

- g. The Request for Proposals shall constitute an invitation to submit offers to purchase and does not constitute an offer by OOCEACFX to sell any property. All sales are subject to execution and OOCEACFX Board approval of a written contract materially in OOCEACFX's standard form. OOCEACFX shall reserve the right to negotiate modifications to any offer that it deems acceptable, to reject any or all offers, to request and consider additional information from any submitter, and to waive minor irregularities and technical defects in any proposal. OOCEACFX shall reserve the right to seek new proposals or offers when it determines that it is in its best interest to do so. OOCEACFX also reserves the right not to pursue sales of any specific properties identified in the Request for Proposals.
- h. The proposals shall be opened on a date specified in the Request for Proposals at the OOCEACFX offices, or such other place designated by OOCEACFX, by a designated representative of OOCEACFX. OOCEACFX shall respond to all proposals by a date specified in the Request for Proposals. Upon OOCEACFX's notice of acceptance of an offer, the potential buyer shall be required to place a deposit in the amount of ten percent (10%) of the purchase price (the "Deposit") in an escrow account designated by OOCEACFX within five (5) business days after such notice. The Deposit shall be refundable pursuant to the terms of the OOCEACFX's standard written contract only in the event OOCEACFX does not proceed to execute and/or close on a contract for sale of the subject property or, if after executing the contract, the purchaser determines within the inspection period not to proceed with the purchase of the property. Full payment of the purchase price shall be made to OOCEACFX at closing in either a cashier's check, money order, or other non-cancelable instrument.
- i. As a condition precedent to OOCEACFX's obligation to sell any property listed in a Request for Proposal, all proposals to purchase such property will be subject to an appraisal to confirm that the offer is a reasonable market offer. The appraisal shall be paid for by the buyer of the property.
- j. Any successful proposer shall enter into the OOCEACFX's standard written contract. Should a successful proposer fail to enter into the OOCEACFX's standard written contract within the time specified in the Request for Proposal, or the OOCEACFX's standard written contract, then the proposer shall be deemed to have abandoned the proposal and the Authority may, but shall not be obligated to, pursue a transaction with any other potential proposers.



All potential bidders and proposers are placed on notice that OOCEACFX is a public agency and is subject to Chapter 119, *Florida Statutes*, regarding the disclosure of public records. Pursuant to Section 119.071(1)(b), *Florida Statutes*, sealed bids or proposals received by OOCEACFX are exempt from public disclosure until such time as the OOCEACFX provides notice of an intended decision or until thirty (30) days after the bids or proposals are opened, whichever is earlier, at which time all bids or proposals received by OOCEACFX shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Any language in a bid or proposal attempting to keep all or part of such bid or proposal confidential is of no force and effect and will be disregarded as contrary to Florida law.

#### **5-6.07 Negotiated Sales.**

A negotiated sale is a transaction between OOCEACFX and a prospective purchaser which occurs as a result of negotiations between OOCEACFX and the purchaser, and the sales price is decided through negotiation. In such circumstances, the parties will enter into an OOCEACFX's standard written contract. Upon execution of OOCEACFX's standard written contract, a prospective purchaser shall provide a deposit equal to ten percent (10%) of the sales price. The deposit shall be paid in a cashier's check, money order, or other non-cancelable instrument.

#### **5-6.08 Exchanges of Property.**

OOCEACFX may exchange Surplus Property for other real property. If a prospective purchaser of Surplus Property wishes to exchange a parcel of real property which has value to OOCEACFX (the "Exchange Property"), OOCEACFX may take title to the Exchange Property in exchange for the Surplus Property, provided the Board determines that acceptance of such Exchange Property is in the best interest of OOCEACFX and the public. Factors considered in such determination may include, without limitation, whether the Exchange Property is: (i) located in Orange County, Florida; (ii) contiguous to a current Expressway Facility; (iii) contiguous to a planned Expressway Facility; or (iv) located in an area which would serve an important function for OOCEACFX or OOCEACFX related project even if not contiguous to a current or planned Expressway Facility.

If the Board determines Surplus Property may be exchanged for Exchange Property, the exchange may be an equal exchange or, if the Exchange Property is worth less than the Surplus Property, the prospective purchaser shall pay the difference between the appraised value of the Exchange Property and the appraised value of the Surplus Property. However, if the Surplus Property is to be exchanged with a public entity or for a public purpose, the Board may agree to waive payment of the differential if deemed appropriate under all of the circumstances. In instances where the Exchange Property is appraised and/or is priced at a higher value than the Surplus Property, OOCEACFX shall follow its normal acquisition procedures to obtain such Exchange Property and the Surplus Property may be conveyed as partial consideration for the Exchange Property under such additional terms and conditions as deemed appropriate by OOCEACFX in light of all circumstances.

Notwithstanding anything contained herein, OOCEACFX may exchange property in connection with the settlement of eminent domain matters upon terms and conditions deemed acceptable to the Right of Way Committee and Board without complying with this exchange policy.

#### **5-6.09 Closing.**

Closing for the sale of all Surplus Property shall occur at either ~~OOCEACFX~~ offices, at the office of Right of Way Legal Counsel, or at such other agreed upon location. Closing shall occur as provided in ~~OOCEACFX~~'s standard written contract. All funds from the sale of Surplus Property shall be deposited into the System General Revenue Fund account.

Title to the Surplus Property shall be conveyed by a special warranty deed, "as-is" and "where-is", without abutters' right to the Expressway Facilities, subject to all matters of record and any matters set forth in the purchase and sale contract executed between ~~OOCEACFX~~ and the purchaser. ~~OOCEACFX~~ will execute an owner's affidavit for title insurance purposes if requested by the purchaser. If any structures are located on the Surplus Property, the purchaser shall receive a radon gas disclosure form which shall be executed by the purchaser.

If the purchaser fails to purchase the property as provided in the ~~OOCEACFX~~'s standard written contract, the purchaser shall forfeit the Deposit and ~~OOCEACFX~~ may proceed to sell the Surplus Property to other parties.

Unless otherwise specifically agreed by ~~OOCEACFX~~, no deed conveying surplus property shall be deemed to waive or release any limited-access line and the deed shall expressly state that ~~OOCEACFX~~ it is not conveying or restoring any other abutter's rights including, without limitation, any claims for air, light and view between the Surplus Property conveyed, any abutting property and ~~OOCEACFX~~'s property.

#### **5-6.10 Sale to Adjacent Owner where Sale is Inequitable.**

If Surplus Property is sold to an adjacent owner to avoid the occurrence of an otherwise Inequitable Sale, the adjacent property owner must provide ~~OOCEACFX~~ evidence of title to the adjacent property. Further, the adjacent property owner shall certify at closing that he holds title to the adjacent property.

#### **5-6.11 Costs of Sale.**

At the sale of any property hereunder, the purchaser shall pay all costs associated with the closing, including, but not limited to the following:

- a. Appraisal and review appraisal costs;
- b. Recording the deed and any closing documents;
- c. Title insurance (if provided under the ~~OOCEACFX~~ Sale Agreement);
- d. Prorated ad valorem taxes, if any;
- e. All survey and due diligence costs;
- f. Preparation of a legal description;

- g. Advertising for the public sale;
- h. All costs relating to buyers financing, if any;
- i. All costs of broker, attorneys or other consultants or contractors retained by the buyer; and,
- j. All other costs specified under the **OOCEACFX**'s standard written contract.

**OOCEACFX** shall prepare and bear the cost for all closing documents.

## **Part 7: POLICY REGARDING THE RELEASE OF LIMITED-ACCESS LINES**

### **5-7.01 Purpose and Authority.**

The purpose of this policy is to establish a procedure for the release or partial release of limited-access line rights held by **OOCEACFX** upon request by the owners of lands affected by such limited-access lines or other third-party applicants, and the determination that such release shall not materially affect or interfere with the use, operation, maintenance or future expansion of the expressway system.

### **5-7.02 Determination of Impact of Release.**

If an affected landowner or other third party desires the release or partial release of any limited-access line rights held by **OOCEACFX**, the requesting party shall submit such request in writing to the Executive Director or his designee. The requesting party shall also provide such surveys, plans, title reports or other information as may be reasonably requested by **OOCEACFX** to determine the nature and purpose of the proposed release. Upon receipt of any such request, **OOCEACFX** may review the request and the applicable limited-access line, or portion thereof, to determine whether the release would (i) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of any portion of the expressway system, (ii) otherwise impair traffic operations or public safety, or (iii) be prohibited by or conflict with any other laws, regulations, requirements, covenants or agreements binding upon **OOCEACFX**. If it is determined that the release would not result in any of the foregoing negative effects, **OOCEACFX** may, in its discretion, release the limited-access line or portion thereof in accordance with the policies and procedures set forth below.

### **5-7.03 Valuation Process.**

If **OOCEACFX** notifies an applicant of its willingness to release or partially release its rights in any limited-access line, except as otherwise provided herein, **OOCEACFX** shall obtain an appraisal report to determine the current fair market value of the release requested. If deemed appropriate by **OOCEACFX** in light of all the circumstances, the appraisal may be in the form of



a summary or letter appraisal confirming that the release price is a reasonable market price. Where deemed appropriate by Right of Way Legal Counsel and the Right of Way Committee, **OOCEACFX** may accept an appraisal prepared for a landowner by an **OOCEACFX**-approved appraiser meeting the standards set forth in the Section 5-4.03 of this Manual. Appraisal costs shall be payable by the purchaser of any release of any portion of a limited-access line.

In determining the proper consideration to be paid for the release or partial release of any limited-access line, **OOCEACFX** may consider not only the appraisal but also the price paid, or obligations incurred, by **OOCEACFX** in originally obtaining the limited-access line rights as well as such other facts and circumstances as deemed relevant by **OOCEACFX**.

#### **5-7.04 Negotiated Release.**

**OOCEACFX** may negotiate with the applicant for release or partial release of the subject limited-access line. The mutually agreed terms and conditions, including the consideration, if any, to be paid to **OOCEACFX** for the release or partial release of the subject limited-access line, shall be embodied in a written agreement subject to approval by the **OOCEACFX** Board. Without limiting anything herein, **OOCEACFX** may release or partially release a limited-access line in exchange for other property, agreements or consideration by the applicant or other parties other than the payment of money. **OOCEACFX** may also release limited-access lines in connection with the settlement of litigation.

#### **5-7.05 Release of Claims.**

Any release or partial release of a limited-access line shall be made without warranty or representation by **OOCEACFX** and shall be accepted "as is" by the applicant. In further consideration of **OOCEACFX**'s agreement to release or partially release any limited-access line, the applicant and any other affected landowner shall agree in writing to release and discharge **OOCEACFX** from all past, present and future claims or actions arising out of, or in any way connected with, the location or relocation of the limited-access line, including any claim for loss of access to any party's remaining property, business damages, severance damages or any other damages. The release or partial release of any limited-access line shall expressly state that it is not conveying or restoring any other abutter's rights including, without limitation, any claims for air, light and view between any abutting property and **OOCEACFX**'s property.

#### **5-7.06 Closing and Recording of Release.**

The closing of the release of limited-access line shall occur in accordance with the terms and conditions of the agreement between **OOCEACFX** and the applicant party. The applicant requesting such release shall pay all costs of the appraisal, title reports and surveys required, and all taxes, recording costs and fees of any nature relating to the release or the recording of the notice of release as provided herein. **OOCEACFX** shall prepare the notice of release to be recorded in the public records. Upon satisfaction of the terms and conditions of the agreement, including **OOCEACFX**'s receipt of full payment of the release price and related costs, if any, by cashier's check or wire transfer of immediately available funds, **OOCEACFX**'s Right of Way Legal Counsel shall arrange to record the notice of release in the public records evidencing the release or partial release of the limited-access line. The notice may contain such other terms and

| conditions of the agreement as ~~OOCEACFX~~ shall deem necessary or appropriate, including, without limitation, the release of claims and limitations of abutter's right as may be deemed necessary.