

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**Agenda**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**RIGHT-OF-WAY COMMITTEE**  
**March 25, 2015**  
**2:00 p.m.**  
**Room 107 (Pelican Conference Room)**

**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 – February 25, 2015 TAB A**  
Requesting approval of the 2/25/15 minutes. **Action Item.**

**4. S.R. 429 (VILLAGOMEZ-ARRIAGA) WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCEL 177 – David Shontz, Shutts & Bowen TAB B**  
Requesting the Committee's recommendation for Board approval of the proposed Mediated Settlement Agreement. **Action Item.**

**5. S.R. 429 (CRAVEY) / WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCEL 180 – David Shontz, Shutts & Bowen TAB C**  
Requesting the Committee's recommendation for Board approval of the proposed Mediated Settlement Agreement. **Action Item.**

**6. S.R. 429 (CRAVEY) / WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCEL 189 - David Shontz, Shutts & Bowen TAB D**  
Requesting the Committee's recommendation for Board approval of the proposed Mediated Settlement Agreement. **Action Item.**

**7. S.R. 429 (CRAVEY) / WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCEL 190 – David Shontz, Shutts & Bowen TAB E**  
Requesting the Committee's recommendation for Board approval of the proposed Mediated Settlement Agreement. **Action Item.**

**8. S.R. 429 (DUBEL) / WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL 237 - David Shontz, Shutts & Bowen TAB F**  
Requesting the Committee's recommendation for Board approval of the proposed purchase agreement. **Action Item.**

**CONTINUED ON PAGE 2**

## Agenda RIGHT-OF-WAY COMMITTEE March 25, 2015 Page 2

- |     |   |       |
|-----|---|-------|
| 9.  | <u><b>S.R. 429 (REINCO, INC.) / WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCEL 144 (HAITUS PAREL)</b></u> – <i>Trippe Cheek, Winderweedle, Haines, et. al.</i><br>Requesting the Committee's recommendation for Board approval of the proposed purchase agreement. <b>Action Item.</b>   | TAB G |
| 10. | <u><b>S.R. 429 (REVELL) / WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCEL 106/806</b></u> – <i>Trippe Cheek, Winderweedle, Haines, et. al.</i><br>Requesting the Committee's recommendation for Board approval of the proposed settlement. <b>Action Item.</b>  | TAB H |
| 11. | <u><b>S.R. 429 (REVELL) / WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCEL 107/807</b></u> – <i>Trippe Cheek, Winderweedle, Haines, et. al.</i><br>Requesting the Committee's recommendation for Board approval of the proposed settlement. <b>Action Item.</b>  | TAB I |
| 12. | <u><b>S.R. 429 / WEKIVA PARKWAY PROJECT (PROJECT 429-201 AND 429-202) UTILITY RELOCATION AGREEMENT WITH DUKE ENERGY</b></u><br><i>Trippe Cheek, Winderweedle, Haines, et. al.</i><br>Requesting the Committee's recommendation for Board approval of the proposed Addendum No. 1 to Utility Relocation Agreement. <b>Action Item.</b> | TAB J |
| 13. | <u><b>S.R. 528 – BEACHLINE PROJECT (PROJECT 528-1240) / (CONTRACT NUMBER 001099)</b></u> – <i>Linda Brehmer Lanosa, Deputy General Counsel</i><br>Requesting the Committee's recommendation for Board approval to authorize Task No. 1. <b>Action Item.</b>   | TAB K |
| 14. | <u><b>S.R. 528 – BEACHLINE PROJECT (PROJECT 528-1240) / (CONTRACT NUMBER 001092)</b></u> – <i>Linda Brehmer Lanosa, Deputy General Counsel</i><br>Requesting the Committee's recommendation for Board approval of the proposed amendment to contract with Hanson Real Estate Advisors. <b>Action Item.</b>                            | TAB L |
| 15. | <u><b>S.R. 528 – BEACHLINE PROJECT (PROJECT 528-1240) / (CONTRACT NUMBER 001111)</b></u> – <i>Linda Brehmer Lanosa, Deputy General Counsel</i><br>Requesting the Committee's recommendation for Board approval of the proposed Agreement with Mateer & Harbert, P.A. <b>Action Item.</b>  | TAB M |

**CONTINUED ON PAGE 3**

**Agenda  
RIGHT-OF-WAY COMMITTEE  
March 25, 2015  
Page 3**

16. **RIGHT OF WAY COMMITTEE BRIEFING** – *Frank Matthews, Hopping Green & Sams, P.A.* **TAB N**  
Discussion on Contract of Sale and Purchase dated November 11, 2013 between Suburban Land Reserve, Inc. and Farmland Reserve, Inc. **Discussion Item**
17. **OTHER BUSINESS**
18. **ADJOURNMENT**

This meeting is open to the public.

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

# Tab A



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY Right of Way Committee Meeting February 25, 2015

---

### Committee Members Present:

David May, Osceola County Representative, Committee Chair  
Brett Blackadar, Seminole County Representative  
Laurie Botts, City of Orlando Representative  
Sandy Minkoff, Lake County Representative

### Committee Members Not Present:

John Terwilliger, Orange County Representative (the designated substitute was not present)

### OOCEA Staff Present:

Joseph L. Passiatore, General Counsel  
Linda S. Brehmer-Lanosa, Deputy General Counsel  
Laura Kelley, Deputy Executive Director of Finance and Administration  
Joseph A. Berenis, Deputy Executive Director of Engineering, Operations  
Construction and Maintenance  
Glenn Pressimone, Director of Engineering  
Mimi Lamaute, Paralegal/Recording Secretary  
Michelle Maikisch, Director of Public Affairs and Communication

### Also Present:

Trippe Cheek, Winderwee, Haines, Ward & Woodman, P.A.  
David Shontz, Shutts & Bowen  
Deborah Keeter, Atkins  
Nathan Silva, Atkins  
Deborah Poindexter, Atkins  
Frank Matthews, Hopping Green & Sams  
Adrian B. Share, All Aboard Florida  
Rusty Roberts, All Aboard Florida  
Don Whyte, Deseret Ranches  
Jim Pratt, Burr Forman

### **Item 1: CALL TO ORDER**

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

---

**Item 2: PUBLIC COMMENT**

There were no Public Comments for Items 3-7. Public Comments for Item 8 were heard later in the meeting before the Committee addressed the item.

**Item 3: APPROVAL OF MINUTES**

Mr. Minkoff found a scrivener's error in the Minutes on the Motion portion on Page 3, Item 5. The Motion reads "The motion carried by a vote of 4 to 5 with AYE by voice vote." It should read "The motion carried by a vote of 4 to 1 with AYE by voice vote."

**A motion was made by Mr. Minkoff and seconded by Mr. Blackadar to approve the minutes of the January 28, 2015 meeting with the correction to the Motion made to read "4 to 1" as stated above. The motion carried unanimously with four committee members present and voting AYE by voice vote. Mr. Terwilliger was not present.**

**Item 4: S.R. 429 (MILLER) WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCEL 154**

Mr. Cheek is seeking the Committee's recommendation for Board approval of the proposed settlement for acquisition of Parcel 154. The settlement agreement is reflective of land value, business damages, attorneys' fees, and expert fees and costs.

Parcel 154 is a partial acquisition. The Property is currently improved with three manufactured homes, a pole barn/workshop and other related agricultural/rural residential type improvements. In addition, there are two businesses that operate on the property.

The estimated value of taking by CFX's appraiser, Chad G. Durrance of Durrance & Associates, Inc., as of February 10, 2014 is \$155,500 consisting of \$75,700 for the land taken, \$47,800 for improvements, \$32,000 for damages and net cost to cure.

The Property Owner's appraisal of the subject property was prepared by Rick Dreggors of Calhoun, Dreggors & Associates, Inc. who appraised the property at \$313,700 consisting of \$110,000 for the value of land, \$103,000 value of the improvements, \$48,900 in severance damages, plus an additional \$51,800 for the cost to cure.

CFX is also required to pay damage claims to two (2) businesses that operate on the property: Miller's Truck Repair and John F. Miller Jr. Trucking, Inc. Both companies have operated at the subject location for more than five (5) years. The business owners retained the firm of McGladrey, LLP to determine the value of the business. The business damage claims submitted by the business owners are summarized as follows: Miller's Repair \$46,000 and Miller Jr. Trucking \$102,000 for a total of \$148,000. The owner has submitted expert invoices in the

amount of \$30,000. The affected parties would also be eligible to receive relocation benefits estimated to be \$50,000. Attorney's fees in this case, if settled for the stated amount, would be approximately \$60,000.

In addition to the above settlement amounts, the Owner is entitled to business relocation benefits for both businesses. Miller Trucking has submitted a claim for \$27,990 and Miller Truck Repair submitted a claim for \$10,999.

Mr. Cheek informed the Committee that the Total Settlement Proposal of \$45,000 reflected on page 4 of the memo provided to the Committee is actually lower. The correct Total Settlement Proposal is \$438,989.

Mr. Minkoff requested that the names of the Property Owner's attorneys and experts be provided in future memos. The attorney representing the Miller's was Kent Hipp and McGladrey, LLP was the expert on business damages.

*Itemization of the settlement:*

Proposed settlement is \$438,989.00 consisting of: \$315,000 land value and business damages, \$60,000 statutory attorneys' fees, \$25,000 expert fees and costs, \$27,990 business relocation benefits for Miller Trucking, and \$10,999 business relocation benefits for Miller Truck Repair.

**A motion was made by Mr. Blackadar and seconded by Ms. Botts to recommend to the Board approval of the proposed settlement agreement with the revised amount of \$438,989 all-inclusive for the acquisition of Parcel 154. The motion carried unanimously with four committee members present and voting AYE by voice vote. Mr. Terwilliger was not present.**

**Item 5: S.R. 429 / WEKIVA PARKWAY PROJECT (PROJECT 429-201 AND 429-202) UTILITY RELOCATION AGREEMENT WITH DUKE ENERGY**

Mr. Cheek is requesting the Committee recommend Board approval of the Utility Relocation Agreement between Duke Energy Florida, Inc. and the CFX.

The design and construction of Project 429-201 and 429-202 require the relocation of a portion of Duke Energy's transmission and distribution facilities located within or near the Authority's limited access right-of-way line. Mr. Cheek provided the Committee with a map depicting the location.

The purpose of the Utility Relocation Agreement is to facilitate the relocation, identify the reimbursable expenses of Duke Energy, and coordinate the construction responsibilities of Duke Energy as it relates to the Authority's construction schedule for the Project. The Board has already approved the expenditure of the relocation costs.

Duke Energy asserts prescriptive rights for such facilities, the Authority argues that payment for the acquisition of replacement easement rights in areas where Duke Energy does not hold identifiable easement should be limited

to compensation for the value of the prescriptive right. Duke Energy has therefore agreed to pay for 35% of the acquisition costs associated with replacement easements for its transmission facilities. This percentage is based on the area where Duke Energy owns identifiable easement rights versus where it claims prescriptive rights. An analysis and Proration of the Easement Costs was provided to the Committee in their Agenda packages and is attached to as Exhibit A.

Duke Energy has estimated the actual cost to the Authority for relocation of Duke's facilities as not to exceed \$2,572,054.68. This estimate represents \$1,647,156.00 for relocation of Duke Energy's transmission facilities and \$924,898.68 for relocation of Duke Energy's distribution facilities. Should the actual costs exceed the above estimates by more than 10%, the Utility Relocation Agreement requires Duke Energy to submit a request for prior approval in writing, setting forth the amount of such additional costs and the changed conditions requiring the additional costs, and obtain the prior written agreement of the CFX before performing work, in order for CFX to become responsible for any additional reimbursement to Duke Energy for the additional amounts.

Duke agreed to pay for 35% of the acquisition costs associated with replacement easements for its transmission facilities. Discussion ensued regarding the calculations.

**A motion was made by Ms. Botts and seconded by Mr. Minkoff to recommend Board approval of the proposed Utility Relocation Agreement between Duke Energy and CFX in the amount not to exceed \$2,572,054.68. The motion carried unanimously with four committee members present and voting AYE by voice vote. Mr. Terwilliger was not present.**

**Item 6: S.R. 429 (KORUS ORCHID CORPORATION) / WEKIVA PARKWAY PROJECT / PROJECT 429-202 (PARCEL 120, PARTS A & B)**

Mr. Cheek is seeking the Committee's direction regarding the business damage claim made by the owner of Parcel 120, Korus Orchid Corporation. A resolution of the business damages claim has been negotiated through the process required by Section 73.015, Florida Statutes. Korus has agreed to accept the business damages evaluation prepared by CFX's business damages expert.

Mr. Cheek provided overhead pictures of the subject parcel. CFX has title to the property. Korus conducted a large and successful orchid nursery business on a 14.836-acre lot located in Apopka.

In accordance with the statute, Korus submitted a business damages claim to the Authority. Korus obtained two separate business damages experts: by J. Duke Parrish or Parrish & Parrish, CPA's, P.A., and Lloyd J. Morganstern of Morganstern Phifer & Messina. The owner's experts evaluated the business damages caused by the taking of the property to be as high as \$5,850,000.00.

CFX's expert, Les W. Eiserman of Clifton Larson Allen, LLP, reviewed the business damages claim. Mr. Eiserman agreed that Korus would in fact suffer significant business damages related to the taking. His evaluation was in the amount of \$3,611,000.

Korus agreed to accept CFX's business damages amount. Korus is entitled to its expert costs and attorney's fees in connection with the business damages claim and is seeking \$87,975.50 in expert costs.

Mr. May requested that Counsel provide the Committee with itemizations on all future requests for costs.

The Property Owner's attorney is Tom Callan. Discussion ensued as to estimated attorney's fees and amount of experts' fees and costs.

*Itemization of the Business Damages claim settlement:*

Business damages claim settlement amount is \$3,698,975.50 consisting of \$3,611,000.00 in damages and \$87,975.50 in experts' costs.

**A motion was made by Mr. Blackadar and seconded by Mr. Minkoff to recommend to the Board approval to direct counsel and staff to proceed with payment of the business damages claim in the amount of \$3,698,975.50 inclusive of expert costs, excluding attorney's fees. The motion carried unanimously with four committee members present and voting AYE by voice vote. Mr. Terwilliger was not present.**

**Item 7: S.R. 429 (WEKIVA PARKWAY PROJECT) / PROJECT 429-203, 429-204, 429-205 and 429-206**

Mr. Shontz is seeking the recommendation of the Right of Way Committee for Board approval of the proposed Second Addendum to Agreement for Engineering Expert Witness Consulting Services with Donald W. McIntosh Associates, Inc.

On October 10, 2013, the Engineering Expert Witness Consultant entered into an agreement to provide pre-litigation and litigation engineering consultation services. The contract price was limited to \$150,000.00. On September 11, 2014, an Addendum to the Agreement was approved for an additional increase of \$100,000.

The Engineering Expert Witness has eleven (11) assigned parcels in section 429-203. Mr. Shontz anticipates an additional \$15,000 per parcel for expert trial witness testimony and support for a total additional increase of \$165,000. Additionally, the engineering expert witness has eight (8) assigned parcels in sections 429-204, 205 and 206. Mr. Shontz's estimates a budget of \$35,000 to complete those remaining eight engineering reports and a budget of an additional \$15,000 per parcel for expert trial witness testimony and support for a total estimate of \$120,000.

This would bring the total remaining additional budget necessary to complete all the parcels assigned to this Engineering Expert Witness to \$320,000. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

**A motion was made by Ms. Botts and seconded by Mr. Blackadar to recommend to the Board approval of the proposed Second Addendum to Agreement for Engineering Expert Witness Consulting Services, with Donald W. McIntosh Associates, Inc. in the amount of \$200,000.00. The motion carried unanimously with four committee members present and voting AYE by voice vote. Mr. Terwilliger was not present.**

**Public Comment was now heard for the following item #8:**

Mr. Frank Matthews with the law firm of Hopping Green & Sams in Tallahassee, representing Farmland Reserve, Inc. and speaking for Suburban Land Reserve, Inc., addressed the Committee. He introduced Don Whyte representing Farmland Reserve, Inc, and Jim Pratt, representing Suburban Land Reserve, Inc, who were in the audience. They are here for informational purposes and are recommending to the Committee that the Purchase and Sale Agreement inspection period be extended. He provided a summation of the contract negotiations to date and explained the projects associated with this acquisition. He explained that it has been a cooperative effort for regional transportation purposes for both support of an interregional passenger rail and also regional improvements of the CFX system and the Osceola Parkway Extension. He suggested the respective appraisers meet to work out the differences in the appraisals and come back to the Committee with a more concise presentation.

**Item 8: S.R. 528 – BEACHLINE PROJEXT (PROJECT 528-1240) – SUBURBAN LAND RESERVE, INC. (“SLR”) & FARMLAND RESERVE, INC. (“FLR”)**

Mr. Passiatore explained the details and perspectives involved in this complicated transaction for the purchase of property south of SR 528 from Suburban Land Reserve and Farmland Reserve. He also described the appraisals by Hanson Real Estate Advisors, Inc. (appraiser for CFX) and the appraisals by Cantrell Real Estate, Inc. (appraisers for Farmland Reserve and Suburban Land Reserve). Price is just one the aspects of this matter. There are a lot of conditions precedent in the purchase agreement which will either have to be renegotiated or come to pass.

Mr. Passiatore explained that CFX policy requires that appraisal reports prepared on behalf of CFX be reviewed by a qualified Review Appraiser for conformance with the Uniform Standard of Profession Appraisal Practice. CFX has retained the services of William K. Hurt, Jr. of GAI Consultants as review appraiser to certify the Hanson appraisal. Mr. Hurt is in the process of reviewing the appraisal.

Mr. Passiatore explained that new legislation allows for condemnation by CFX for fixed guideways. Although condemnation is now permissible, there are certain aspects to consider before deciding to condemn. Condemnation is expensive but it's a decision that the Committee and the Board will have to ultimately decide.

The request before the Committee is whether to extend the inspection period until June 1 and give staff direction to bring back the purchase price to the ROW Committee when the certification of appraisals has been completed.

This will be the fourth time CFX has extended the inspection period and each time All Aboard Florida has waived the additional deposit required under the contract.

Committee member comments:

- Mr. Blackadar is requesting an executive summary with key points of this acquisition. Mr. Passiatore directed his attention to the cliff notes in the provided materials and will resend these notes to the entire Committee.
- Mr. May is requesting staff provide the Committee with a list on the overall concept and benefits of this contract, and the details of all the affected parties and/or projects (i.e. All Aboard Florida, expansion of S.R. 528, etc.).
- Ms. Botts is requesting clarification as to the 30% premium for "plottage increase for bilateral monopoly" referenced in Cantrell Real Estate, Inc.'s appraisal report. She also requested justification as to the items listed as compensable items on the letter dated November 3, 2014 from Hopping Green & Sams.
- Mr. Minkoff is requesting clarification on the remaining ownership rights of SLR and FLR on the existing SR 528 right-of-way. He also requested an explanation regarding the appraiser's assumption of fee simple ownership for this property. The appraisers need to review the rights the seller is retaining in their evaluation.

**A motion was made by Ms. Minkoff and seconded by Mr. Blackadar to recommend to the Board approval of the proposed Fourth Amendment to Contract of Sale and Purchase with Suburban Land Reserve, Inc. and Farmland Reserve, Inc. extending the inspection period to June 1, 2015 with no additional compensation. The motion carried unanimously with four committee members present and voting AYE by voice vote. Mr. Terwilliger was not present.**

**Item 9: OTHER BUSINESS**

*No other business was discussed.*

**Item 10: ADJOURNMENT**

Chairman May adjourned the meeting at 3:06 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 or 4974 ORL Tower Road, Orlando, FL 32807.*

# Tab B





*Founded 1910*

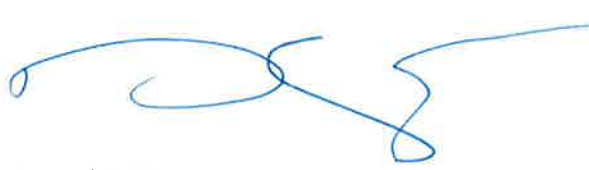
## **M E M O R A N D U M**

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

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

DATE: March 18, 2105

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 177  
Mediated Settlement Agreement

A handwritten signature in blue ink is located to the right of the "FROM:" line.

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee of the Mediated Settlement Agreement by and between the Central Florida Expressway Authority ("CFX") and Felipe Villagomez-Arriaga ("Owner") for the settlement of Parcel 177 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203.

### **DESCRIPTION AND BACKGROUND**

Parcel 177 is a partial taking totaling .691 acres with a remainder of 2.313 acres. The parent tract is improved with a 936 s.f. two bedroom/one bath manufactured home built in 1966. Additional improvements include a shell/dirt drive, field wire fencing, a metal shed and landscaping.

The CFX's appraisal of the property was prepared by David Hall of Bullard, Hall and Adams, Inc. The subject property is currently zoned A-1 (Citrus Rural District - Agricultural) with a Rural/Agricultural (R) future land use category. Mr. Hall concludes the highest and best use of the subject property is for rural residential development. Mr. Hall used the Sales comparison approach and had 5 land sales ranging from \$22,874 to \$30,021 per ac. and concluded a value of \$30,000 per ac.

The remainder property contains 2.313 acres of land and Mr. Hall opines that the remainder property will be damaged by 30% due to its proximity to the expressway in the after condition. Accordingly, Mr. Hall's total value conclusion is \$41,600 (\$20,800 land and \$20,800 damages).

Mr. Villagomez-Arriaga's appraisal of the subject property was prepared by Rick Dreggors of Calhoun, Dreggors & Associates, Inc. Mr. Dreggors argues that the area is transitioning from historical single family homes on larger acreage/agricultural uses to higher density residential neighborhoods and other uses. Mr. Dreggors argues the highest and best use of the subject property is for assemblage for a single family residential subdivision. Mr. Dreggors utilized the Sales comparison approach and had 7 land sales ranging from \$66,795.00 to \$159,025.00 per ac. and concluded a value of \$75,000.00 per ac. Additionally, Mr. Dreggors concluded severance damages to the remainder derived from the proximity to S.R. 429. Accordingly, Mr. Dreggors total value conclusion for Parcel 177 is \$160,300 (\$51,800 land and \$108,500 damages).

Parcel 177 was scheduled for a 4 - 5 day trial in May 2015. Per Court order, the parties held mediation on February 23, 2015. Notwithstanding numerous disagreements with the property owner's position, the parties were able to reach a resolution and entered into a Mediated Settlement Agreement, subject to Board approval. Under the Mediated Settlement Agreement, the CFX would pay Mr. Villagomez-Arriaga the sum of \$61,200, plus attorney's fees and experts costs. This would result in the CFX depositing an additional \$19,600 into the court registry (CFX receives a credit of \$41,600 previously deposited). Wilson & Garber, P.A. statutory attorney fee will be \$6,468.

A recommendation for approval by the Right-of-Way Committee is requested of the Mediated Settlement Agreement and is in the CFX's best interest. It will eliminate further risk and expenses that the CFX will ultimately incur for both sides if this matter were to proceed to a jury trial, as the CFX is responsible for the property owners attorney's fees and experts fees as set forth in Florida Statutes Chapter 73 and 74.

### **RECOMMENDATION**

We respectfully request that the Right-of-Way Committee recommend to the CFX Board the approval of the Mediated Settlement with a total settlement amount of \$61,200 in full settlement of all claims for compensation for the acquisition of Parcel 177.

### **ATTACHMENTS**

Exhibit "A" – Exhibits and Sketch of Subject Property  
ORLDOCS 13919908 1



AERIAL PHOTO  
PARCEL 177

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

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24, A DISTANCE OF 1336.19 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'39" WEST ALONG SAID WEST LINE, A DISTANCE OF 400.03 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 400 FEET OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°27'56" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 293.42 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 5919.58 FEET, A CHORD DISTANCE OF 100.88 FEET AND A CHORD BEARING OF SOUTH 08°05'30" EAST; THENCE DEPARTING SAID SOUTH LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°58'35", A DISTANCE OF 100.88 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 500 FEET OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID CURVE RUN SOUTH 89°27'56" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 308.04 FEET TO ITS INTERSECTION WITH THE AFORESAID WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°14'39" EAST ALONG SAID WEST LINE, A DISTANCE OF 100.01 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 0.691 ACRES, MORE OR LESS

**NOTE:**

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2846864 DATED 11/05/2012.

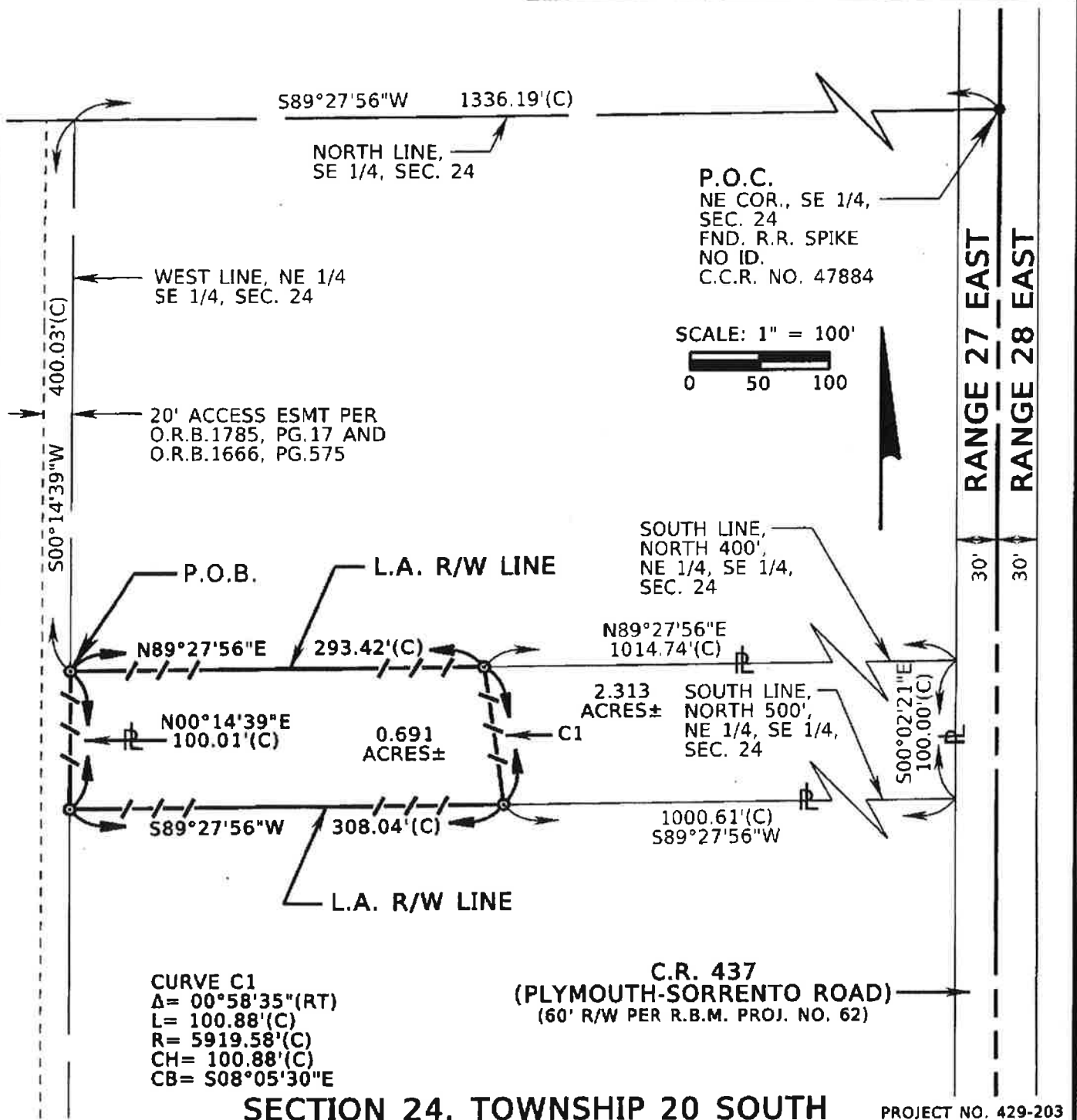
**LEGEND & ABBREVIATIONS**

CB	= CHORD BEARING	ID.	= IDENTIFICATION	P.I.	= POINT OF INTERSECTION	(R)	= RADIAL
C.C.R.	= CERTIFIED CORNER RECORD	I.R.	= IRON ROD	P.O.B.	= POINT OF BEGINNING	SEC.	= SECTION
CH	= CHORD LENGTH	L	= ARC LENGTH	P.O.C.	= POINT OF COMMENCEMENT	TINT	= TRUSTEES OF THE INTERNAL
COR.	= CORNER	L.A.	= LIMITED ACCESS	PROJ.	= PROJECT	W/	= WITH
(C)	= CALCULATED DISTANCE	LB	= LICENSED SURVEY BUSINESS	P.T.	= POINT OF TANGENCY	L	= PROPERTY LINE
D.B.	= DEED BOOK	LT	= LEFT	(P)	= PLAT	+	= SAME PROPERTY OWNER
ESMT	= EASEMENT	NO.	= NUMBER	R	= RADIUS	Δ	= DELTA (CENTRAL ANGLE)
EXIST.	= EXISTING	O.R.B.	= OFFICIAL RECORDS BOOK	R.B.M.	= ROAD BOND MAP	Δ	= CHANGE IN DIRECTION
FND.	= FOUND	P.C.	= POINT OF CURVATURE	RT	= RIGHT	---	= LIMITED ACCESS R/W LINE
FPC	= FLORIDA POWER CORPORATION	PG./PGS.	= PAGE / PAGES	R/W	= RIGHT OF WAY	---	= R/W LINE
(F)	= FIELD DISTANCE						

DATE	SEPTEMBER 16, 2013	CERTIFICATION OF AUTHORIZATION No. LB 1221	 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.  S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 177
DRAWN BY	M.ROLLINS				SCALE: N/A
CHECKED BY	S.WARE				SHEET 1 OF 2
BSA PROJECT NO.	EA111-11				
REVISION	BY	DATE			



BEARING STRUCTURE BASED ON THE NORTH LINE  
OF THE SOUTHEAST 1/4 OF SEC. 24-20-27, BEING  
S89°27'56"W, FLORIDA STATE PLANE COORDINATE  
SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



## SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION  
IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL  
STANDARDS" AS REQUIRED BY CHAPTER 31-17 FLORIDA  
ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027,  
FLORIDA STATUTES.

*W. E. Byrd* 5/16/13  
WILLIAM E. BYRD, S.M.  
LICENSE NUMBER 5442 DATE

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

CERTIFICATION OF AUTHORIZATION No. LB 1223

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

**SKETCH OF DESCRIPTION.**  
**THIS IS NOT A BOUNDARY SURVEY.**

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

**PARCEL**  
**177**

SCALE: 1"=100'

SHEET 2 OF 2

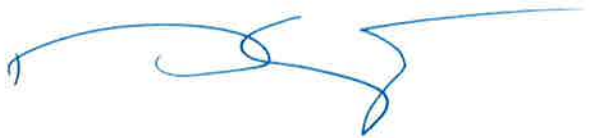
# Tab C



*Founded 1910*

## **M E M O R A N D U M**

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

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

DATE: March 18, 2015

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 180  
Mediated Settlement Agreement

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee of the Mediated Settlement Agreement by and between the Central Florida Expressway Authority ("CFX") and James V. Cravey ("Owner") for the settlement of Parcel 180 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203.

### **DESCRIPTION AND BACKGROUND**

Parcel 180 is a partial taking totaling 1.633 acres with a remainder of 3.27 acres. The parent tract is improved with a 1,739 s.f. three bedroom/two bath manufactured home built in 1998. Additional improvements on the parent tract include a 900 s.f. stable/storage building and a 320 s.f. covered storage area. This property is the homestead of Mr. James V. Cravey and Kimberly K. Cravey (spouse). Additionally, Mr. Cravey operates a Florida business entity on the subject property known as Jimmy's Custom Cabinetry LLC, which manufactures and sells custom doors.

The CFX's appraisal of the property was prepared by Chad Durrance of Durrance & Associates. The subject property is currently zoned A-2 (Farmland Rural District) with a Rural/Agricultural (R) future land use category. Mr. Durrance concluded the highest and best use of the subject property is for continued use of the existing improvements. Mr. Durrance used the Sales comparison approach and had 9 land sales ranging from \$17,100 to \$29,300 per ac. and concluded a value of \$22,500 per ac. Additionally, Mr. Durrance with the engineering assistance of Lee Moree, P.E. identified and valued the improvements within the taking, which included Wood fencing, barbed-wire fence, hog-wire fence, metal swing gate, and drive aisle totaling \$5,700.

The remainder property contains 3.27 acres of land with a slightly irregular shape and essentially the same residential improvements that existed prior to the taking. The remainder will require a cure to modify the graded road/driveway and fencing/gates. The net cost to cure is valued at \$17,000.

Additionally, in the after condition, the expressway travel lanes are setback from the remainder western property line approximately 95 feet and the manufactured home will be set back approximately 165 feet from the closest travel lane. The character of the subject property in the after has significantly changed from a rural-type setting, to an undeveloped acreage that is located proximate to an expressway. Therefore, Mr. Durrance estimated \$50,000 in damages to the remainder. Accordingly, Mr. Durrance's total value conclusion is \$109,400 (\$36,700 land, \$5,700 improvements and \$67,000 damages and cost to cure).

Mr. Cravey's appraisal of the subject property was prepared by Rick Dreggors of Calhoun, Dreggors & Associates, Inc. Mr. Dreggors argues that the area is transitioning from historical single family homes on larger acreage/agricultural uses to higher density residential neighborhoods and other uses. Mr. Dreggors argues the highest and best use of the subject property is for assemblage for a single family residential subdivision. Mr. Dreggors utilized the Sales comparison approach and had 7 land sales ranging from \$66,795.00 to \$159,025.00 per ac. and concluded a value of \$75,000.00 per ac. Additionally, Mr. Dreggors concluded severance damages to the remainder derived from the irregular shape and proximity to S.R. 429 in the after condition. Accordingly, Mr. Dreggors total value conclusion for Parcel 180 is \$343,300 (\$122,500 land, \$5,700 improvements, \$214,900 damages and cost to cure).

In addition to the appraised value of Parcel 180, counsel for the Cravey's asserted a business damage claim in the amount of \$43,212 arguing that Mr. Cravey will be forced to close as a result of the taking of Parcel 180 in that after the taking he will no longer have access to haul trash, circulation on the property will be severely impacted and the taking will destroy the business' modest profits. Accordingly, the Cravey's were seeking a total of \$386,512.00 for the taking of Parcel 180, inclusive of his business damage claim.

Parcel 180 was scheduled for a 5 day trial in April 2015. Per Court order, the parties held mediation on February 24, 2015. Notwithstanding numerous disagreements with the property owner's position, the parties were able to reach a resolution and entered into a Mediated Settlement Agreement, subject to Board approval. Under the Mediated Settlement Agreement, the CFX would pay Mr. Cravey the sum of \$170,000, which includes a waiver and withdrawal of the business damage claim, plus attorney's fees and experts costs. This would result in the CFX depositing an additional \$60,600 into the court registry (CFX receives a credit of \$109,400 previously deposited). Wilson & Garber, P.A. statutory attorney fee will be \$20,196.

A recommendation for approval by the Right-of-Way Committee is requested of the Mediated Settlement Agreement and is in the CFX's best interest. It will eliminate further risk and expenses that the CFX will ultimately incur for both sides if this matter were to proceed to a jury trial, as the CFX is responsible for the property owners attorney's fees and experts fees as set forth in Florida Statutes Chapter 73 and 74.



### **RECOMMENDATION**

We respectfully request that the Right-of-Way Committee recommend to the CFX Board the approval of the Mediated Settlement with a total settlement amount of \$170,000 in full settlement of all claims for compensation for the acquisition of Parcel 180.

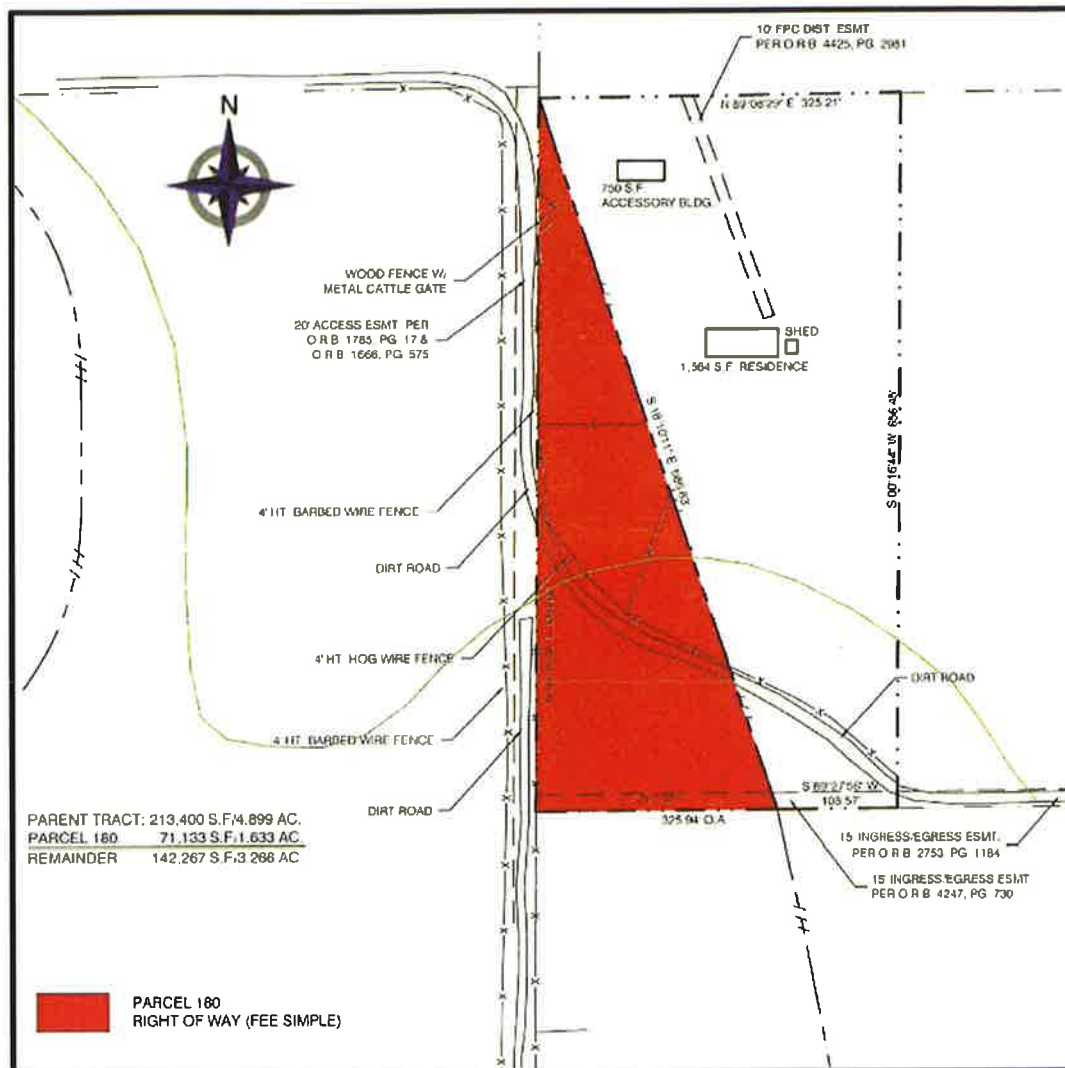
### **ATTACHMENTS**

Exhibit "A" – Exhibits and Sketch of Subject Property

ORLDOCS 13919844 1



## AERIAL MAP OF SUBJECT AREA

Taking Sketch**REMAINDER DESCRIPTION**

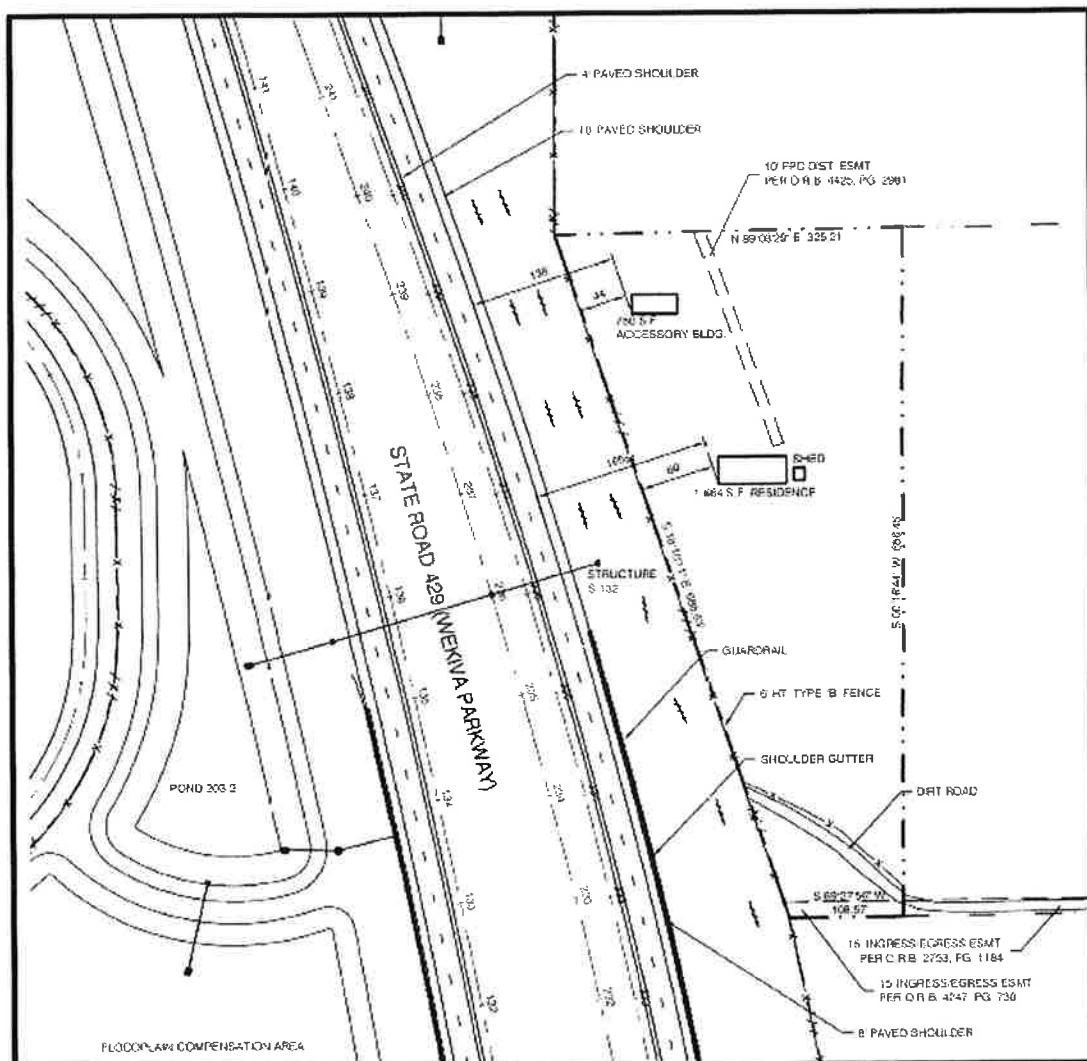
The remainder contains 3.266 acres of land, with a slightly irregular shape and essentially the same residential improvements that existed prior to the taking. However, the remainder will require a cure to modify the graded roadway/driveway and fencing/gates.

Within the acquisition area, the CFX will construct fencing adjacent to the remainder property line, sloped embankment, berm, roadside ditch and the new expressway. Adjacent to the southern 300 +/- feet of the remainder, the outside lane of State Road 429 (Wekiva Parkway) will be constructed with an 8-foot paved shoulder, a 3.5-foot concrete shoulder gutter and guardrail. The cross-sections show the back of shoulder gutter will be graded with a 6 percent slope for 13 feet (0.78 foot rise) then transition with a 3:1 slope to a roadside ditch. The ditch will have a 5-foot wide flat bottom and a 3:1 back slope to tie into the existing grade in the limited access right-of-way.

Adjacent to the central and northern areas of the remainder, the outside lane will be constructed with a 12-foot wide (10-foot paved, 2-foot stabilized) shoulder. The cross-sections show the back of shoulder will be graded with a 6:1 slope to a roadside ditch. The ditch will have a 5-foot wide flat bottom and will be graded with a 4:1 back slope to a 10-foot wide berm. The backside of the berm will be graded with a 3:1 slope to a second ditch that will accept runoff from the remainder. The ditch will have a 5-foot wide flat bottom and a 3:1 back slope to match the existing grade in the limited access right-of-way.

The outside edge of pavement will be 16-feet above existing grade, as measured from the new right-of-way line, near the southern remainder boundary. The outside edge of pavement will be near grade at the central portion of the remainder and about 6-feet below grade towards the northern remainder boundary. The expressway travel lanes are setback from the remainder western property line more than 95 feet and the manufactured residence will be setback about 165 feet from the closest travel lane.

### Remainder Sketch



**HIGHEST AND BEST USE (AFTER)**

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

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 24, A DISTANCE OF 1118.82 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 27'56" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 217.37 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°16'44" EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 654.62 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8117, PAGE 958, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE AND SAID SOUTH LINE RUN SOUTH 18°10'11" EAST, A DISTANCE OF 686.83 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 1.633 ACRES, MORE OR LESS

**NOTE:**

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2777365 DATED 07/11/2012.


**LEGEND & ABBREVIATIONS**

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

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

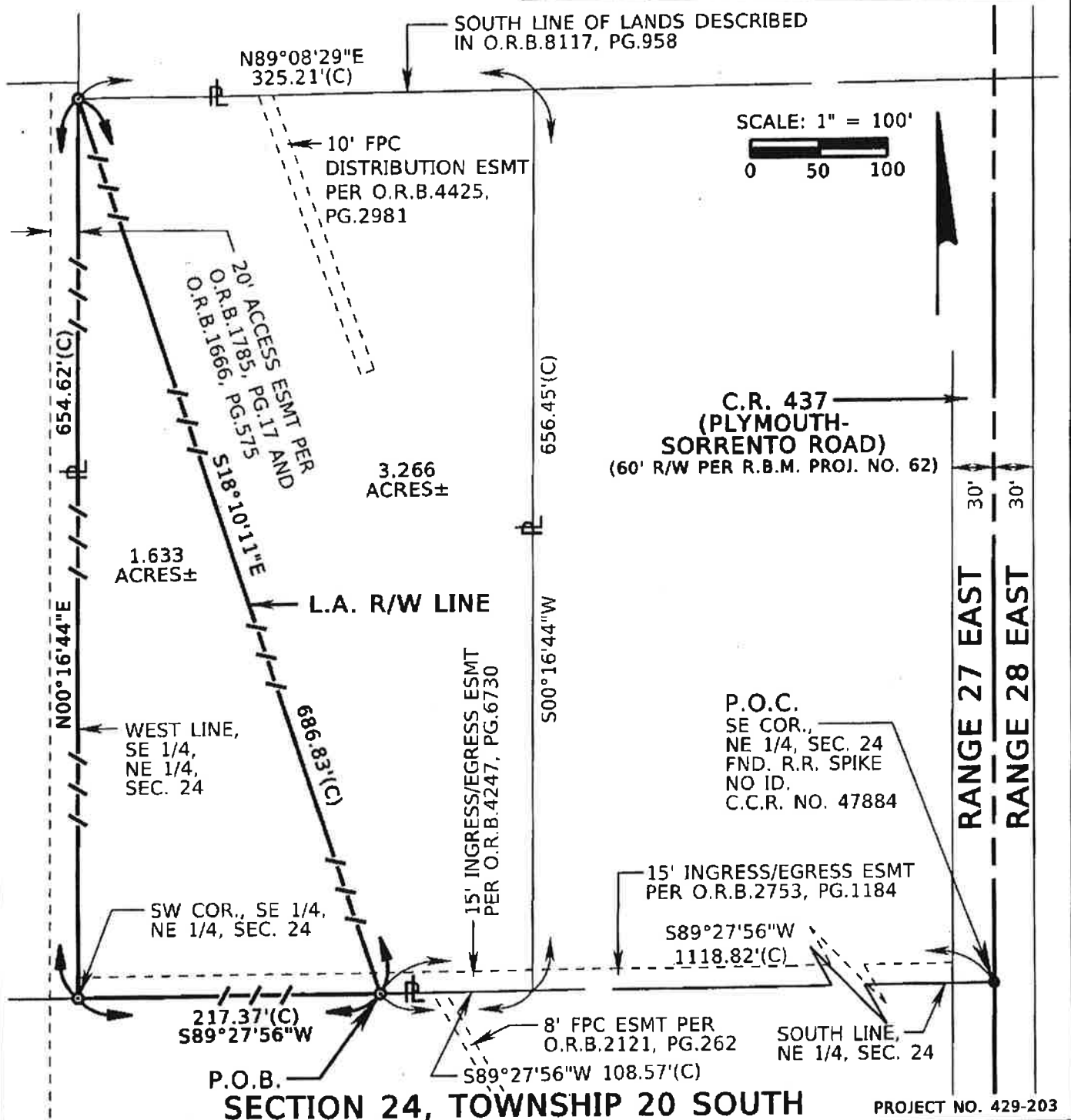
P.I. = POINT OF INTERSECTION  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
PROJ. = PROJECT  
P.T. = POINT OF TANGENCY  
(P) = PLAT  
R = RADIUS  
R.B.M. = ROAD BOND MAP  
RT = RIGHT  
R/W = RIGHT OF WAY

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

DATE		SEPTEMBER 16, 2013		CERTIFICATION OF AUTHORIZATION No. LB 1223		 <p><b>BOWYER SHINGLETON</b> 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664</p>	<b>SKETCH OF DESCRIPTION.</b> <b>THIS IS NOT A BOUNDARY SURVEY.</b>  S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	<b>PARCEL</b> <b>180</b>
DRAWN BY		M.ROLLINS		SCALE: N/A				<b>SHEET 1 OF 2</b>
CHECKED BY		S.WARE						
BSA PROJECT NO.		EALL-J1						
REVISION		BY		DATE				



BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SEC. 24-20-27, BEING S89°27'56"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



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

*William E. Byrd, S.M.*  
WILLIAM E. BYRD, S.M.  
LICENSE NUMBER: 5442  
DATE: 7/14/13

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

CERTIFICATION OF AUTHORIZATION No. LB 1221



**SKETCH OF DESCRIPTION.**  
**THIS IS NOT A BOUNDARY SURVEY.**

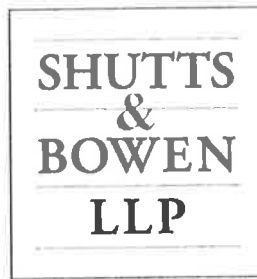
S.R. 429 (WEKIVA PARKWAY)  
ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY  
ORANGE COUNTY, FLORIDA

**PARCEL**  
**180**

SCALE: 1"=100'

SHEET 2 OF 2


# Tab D



*Founded 1910*

## MEMORANDUM

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

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

DATE: March 18, 2015

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 189  
Mediated Settlement Agreement

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee of the Mediated Settlement Agreement by and between the Central Florida Expressway Authority ("CFX") and Jack V. Cravey and Joyce A. Cravey ("Owner") for the settlement of Parcel 189 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203.

### **DESCRIPTION AND BACKGROUND**

Parcel 189 is a partial taking totaling 5.16 acres with a remainder of 15.067 acres. The parent tract is improved with a 3,083 s.f. four bedroom/three bath single family residence built in 1967 and additional construction in 1990 including a fireplace and attached two-car garage. Additional improvements situated near the primary residence include an in-ground pool/spa/bath house, two-level barn/workshop, stables/storage buildings, fencing/gates and related site improvements. Additional improvements located in the southwest portion of the remainder property include a 1,728 s.f. three bedroom/two bath double-wide manufactured home built in 1998 including related porches, carport, above-ground swimming pool with wood deck, storage sheds, fencing/gates and related site improvements. This property is the homestead of Mr. and Mrs. Cravey.

The CFX's appraisal of the property was prepared by Chad Durrance of Durrance & Associates. The subject property is currently zoned A-2 (Farmland Rural District) with a Rural/Agricultural (R) future land use category. Mr. Durrance concludes the highest and best use of the subject property is for continued use of the existing improvements. Mr. Durrance used the Sales comparison approach and had 9 land sales ranging from \$17,100 to \$29,300 per ac. and concluded a value of \$22,500 per ac. Mr. Durrance also had 6 improved sales to determine the



improvement value ranging from \$73.00 s.f. to \$96.00 s.f. The improvements located within the area of taking included the primary residence, barn/workshop, stable/storage buildings, well/septic, fencing, gates and related items.

The remainder property contains 15.067 acres of land and the taking eliminates the property's existing access via Hideaway Road. The remainder will require a cure consisting of demolishing and removing remaining severed improvements situated within the acquisition area. The cure will also re-establish perimeter barbed wire fencing and will re-grade the driveway connection to the new access road and install a swing gate. The cost to cure is estimated to be \$35,000.

Additionally, in the after condition, the expressway will be located adjacent to the remainder property and the character of the subject property in the after has significantly changed from a rural-type setting, to an undeveloped acreage that is located proximate to an expressway. Therefore, Mr. Durrance estimated \$100,000 in damages to the remainder. Accordingly, Mr. Durrance's total value conclusion is \$436,100 (\$116,100 land, \$185,000 improvements and \$135,000 damages and cost to cure).

Mr. and Mrs. Cravey's appraisal of the subject property was prepared by Rick Dreggors of Calhoun, Dreggors & Associates, Inc. Mr. Dreggors argues that the area is transitioning from historical single family homes on larger acreage/agricultural uses to higher density residential neighborhoods and other uses. Mr. Dreggors argues the highest and best use of the subject property is for assemblage for a single family residential subdivision. Mr. Dreggors utilized the Sales comparison approach and had 7 land sales ranging from \$66,795.00 to \$159,025.00 per ac. and concluded a value of \$75,000.00 per ac. Additionally, Mr. Dreggors concluded severance damages to the remainder derived from the irregular shape and proximity to S.R. 429 in the after condition. Accordingly, Mr. Dreggors total value conclusion for Parcel 189 is \$1,226,200 (\$387,000 land, \$35,400 improvements, \$803,800 damages and cost to cure).

Parcel 189 was scheduled for a 5 day trial in April 2015. Per Court order, the parties held mediation on February 20, 2015. Notwithstanding numerous disagreements with the property owner's position, the parties were able to reach a resolution and entered into a Mediated Settlement Agreement, subject to Board approval. Under the Mediated Settlement Agreement, the CFX would pay Mr. Cravey the sum of \$570,100, plus attorney's fees and experts costs. This would result in the CFX depositing an additional \$134,000 into the court registry (CFX receives a credit of \$436,100 previously deposited). Wilson & Garber, P.A. statutory attorney fee will be \$44,880.

A recommendation for approval by the Right-of-Way Committee is requested of the Mediated Settlement Agreement and is in the CFX's best interest. It will eliminate further risk and expenses that the CFX will ultimately incur for both sides if this matter were to proceed to a jury trial, as the CFX is responsible for the property owners attorney's fees and experts fees as set forth in Florida Statutes Chapter 73 and 74.

### **RECOMMENDATION**

We respectfully request that the Right-of-Way Committee recommend to the CFX Board

the approval of the Mediated Settlement with a total settlement amount of \$570,100 in full settlement of all claims for compensation for the acquisition of Parcel 189.

### **ATTACHMENTS**

Exhibit "A" – Exhibits and Sketch of Subject Property  
ORLDOCS 13919845 1



**AERIAL/SKETCH**

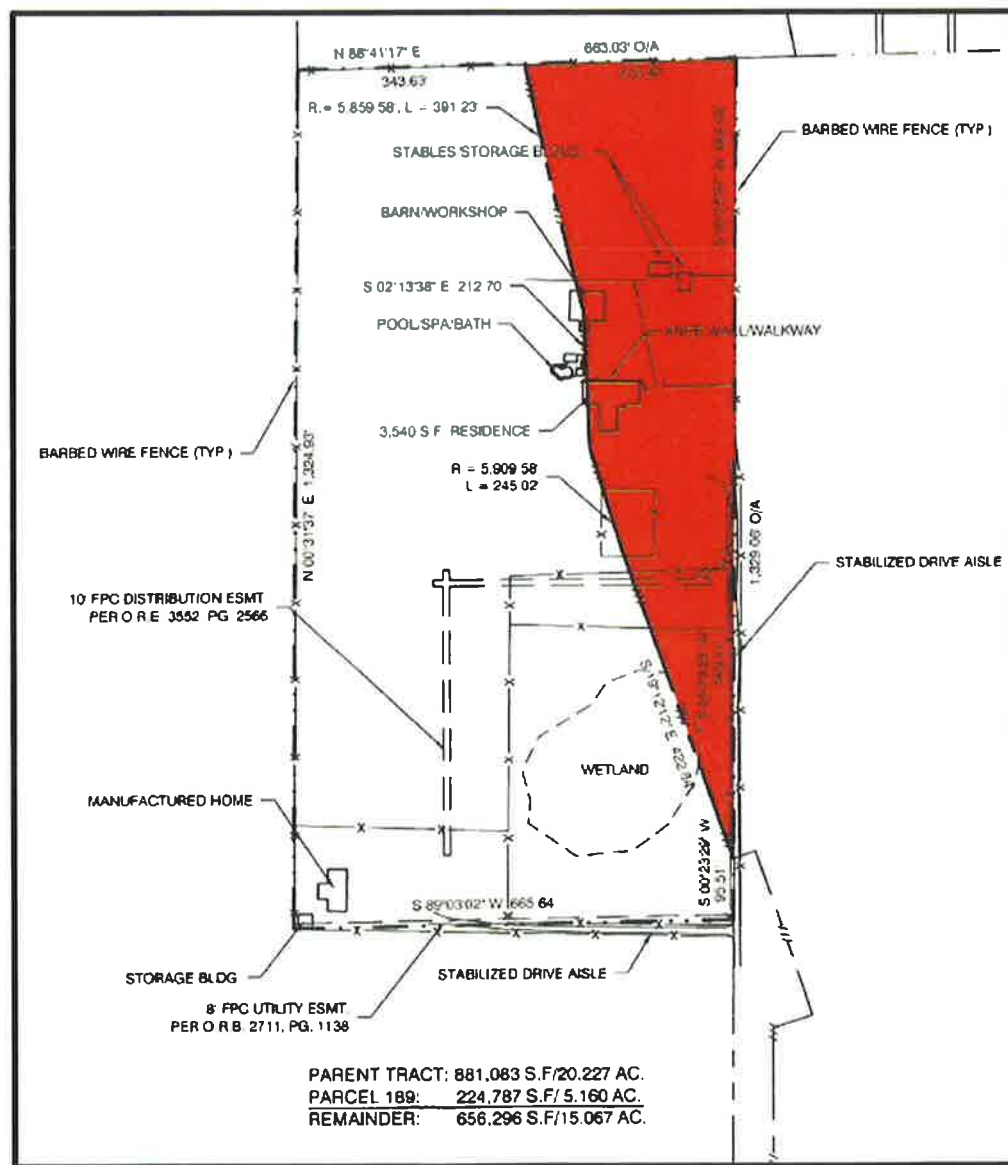
(Source: OCPAFL.org – 2014 Image Date)

Improvements

Improvements within the acquisition include the primary residence, barn/workshop, stable/storage buildings, well/septic, fencing, gates and related items situated in the northeasterly portion of the property. The contributory value of the affected site improvements is estimated to be \$185,000, as allocated in the Before Value.

Deducting the value of the part taken (land and improvements) from the Before Value results in a Remainder Value "As Part of the Whole", as summarized below.

Before Value	\$700,000
Part Taken (P. 189) – Land and Improvements	<u>\$301,100</u>
Remainder Value "As Part of the Whole"	\$398,900

Taking Sketch

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

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1/2" IRON ROD WITH NO IDENTIFICATION IN A WELL BOX MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 88° 41' 17" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1987.92 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00° 25' 37" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AS MONUMENTED AND OCCUPIED, A DISTANCE OF 664.08 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00° 23' 29" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AS MONUMENTED AND OCCUPIED, A DISTANCE OF 569.47 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 19° 12' 12" WEST, A DISTANCE OF 422.84 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5909.58 FEET, A CHORD DISTANCE OF 245.02 FEET AND A CHORD BEARING OF NORTH 18° 00' 55" WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 22' 33", A DISTANCE OF 245.03 FEET; THENCE DEPARTING SAID CURVE RUN NORTH 02° 13' 38" WEST, A DISTANCE OF 212.70 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5859.58 FEET, A CHORD DISTANCE OF 391.23 FEET AND A CHORD BEARING OF NORTH 12° 54' 05" WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 49' 34", A DISTANCE OF 391.30 FEET TO ITS INTERSECTION WITH AFORESAID NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE DEPARTING SAID CURVE RUN NORTH 88° 41' 17" EAST ALONG SAID NORTH LINE, A DISTANCE OF 319.40 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 5.160 ACRES, MORE OR LESS

**NOTE:**

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2777491 DATED 07/12/2012.

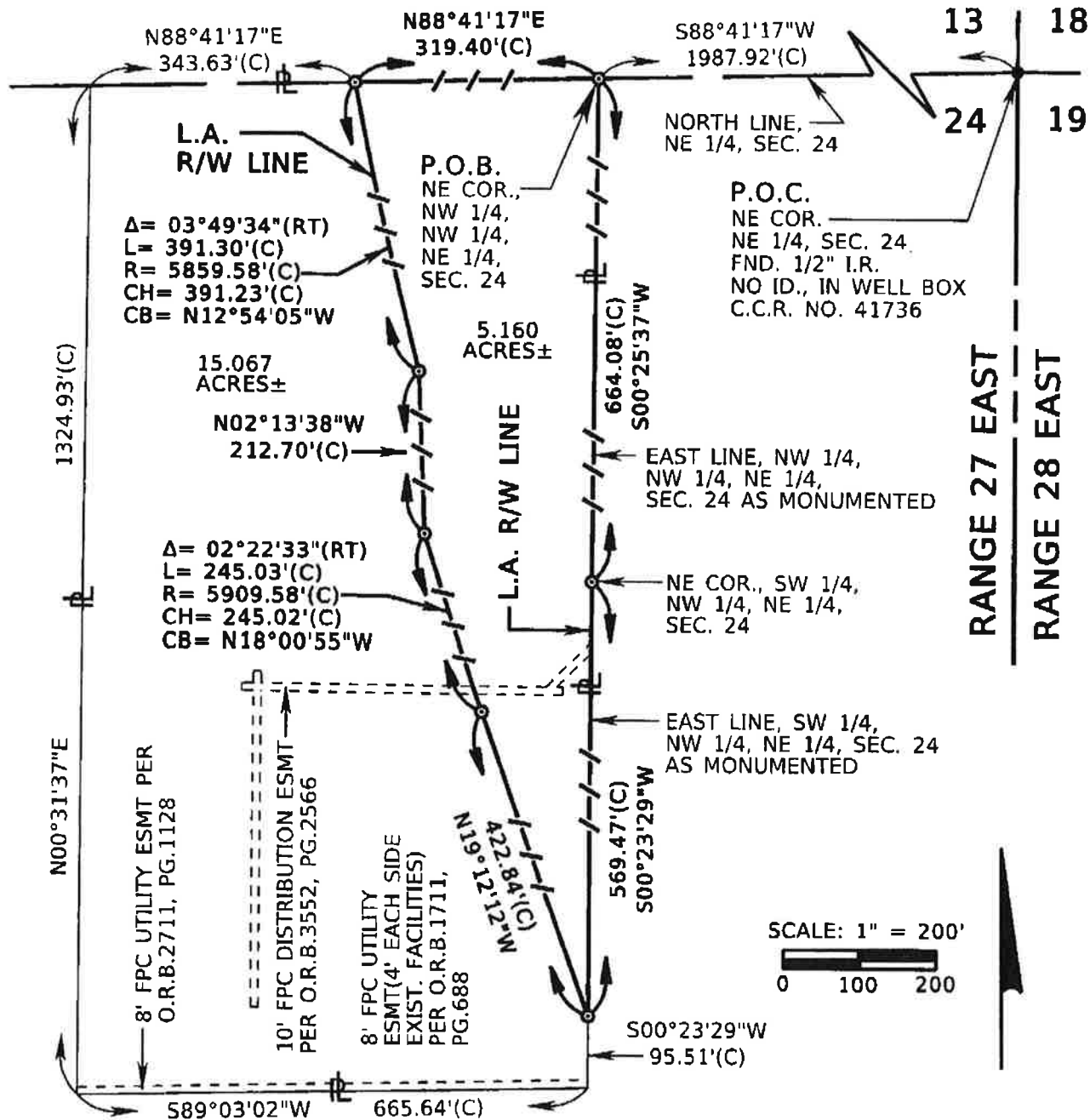
**LEGEND & ABBREVIATIONS**

CB	= CHORD BEARING	ID.	= IDENTIFICATION	P.I.	= POINT OF INTERSECTION	(R)	= RADIAL
C.C.R.	= CERTIFIED CORNER RECORD	I.R.	= IRON ROD	P.O.B.	= POINT OF BEGINNING	SEC.	= SECTION
CH	= CHORD LENGTH	L.	= ARC LENGTH	P.O.C.	= POINT OF COMMENCEMENT	TIFF	= TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
COR.	= CORNER	L.A.	= LIMITED ACCESS	PROJ.	= PROJECT	W/	= WITH
(C)	= CALCULATED DISTANCE	L.B.	= LICENSED SURVEY BUSINESS	P.T.	= POINT OF TANGENCY	R	= PROPERTY LINE
D.B.	= DEED BOOK	LT	= LEFT	(P)	= PLAT	Δ	= SAME PROPERTY OWNER
ESMT	= EASEMENT	NO.	= NUMBER	R	= RADIUS	Δ	= DELTA (CENTRAL ANGLE)
EXIST.	= EXISTING	O.R.B.	= OFFICIAL RECORDS BOOK	R.B.M.	= ROAD BOND MAP	⊙	= CHANGE IN DIRECTION
FND.	= FOUND	P.C.	= POINT OF CURVATURE	RT	= RIGHT	---	= LIMITED ACCESS R/W LINE
FPC	= FLORIDA POWER CORPORATION	PG./PGS.	= PAGE / PAGES	R/W	= RIGHT OF WAY	---	= R/W LINE
(F)	= FIELD DISTANCE						

DATE	SEPTEMBER 23, 2013	 CERTIFICATION OF AUTHORIZATION No. LB 1221 BOWLER SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	<b>SKETCH OF DESCRIPTION.</b> <b>THIS IS NOT A BOUNDARY SURVEY.</b>  S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	<b>PARCEL</b> <b>189</b>
DRAWN BY	M.ROLLINS			SCALE: N/A
CHECKED BY	S.WARE			SHEET 1 OF 2
BSA PROJECT NO.	EA21-11			
REVISION	BY	DATE		



BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 24-20-27, BEING S88°41'17"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



# SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 32-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

WILLIAM E. BYRD, S.M.  
LICENSE NUMBER 5442  
DATE 11/24/13

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

CERTIFICATION OF AUTHORIZATION No. LB 3221

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

SKETCH OF DESCRIPTION.  
THIS IS NOT A BOUNDARY SURVEY.

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

PARCEL  
189

SCALE: 1"=200'

SHEET 2 OF 2

# Tab E



*Founded 1910*


## MEMORANDUM

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

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

DATE: March 18, 2015

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 190  
Mediated Settlement Agreement



---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee of the Mediated Settlement Agreement by and between the Central Florida Expressway Authority ("CFX") and Jack V. Cravey, Joyce A. Cravey and James V. Cravey ("Owner") for the settlement of Parcel 190 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203.

### **DESCRIPTION AND BACKGROUND**

Parcel 190 is a partial taking totaling 7.138 acres with a remainder of 2.991 acres. The parent tract is land utilized as a hayfield with agricultural fencing and related gates as improvements.

The CFX's appraisal of the property was prepared by Chad Durrance of Durrance & Associates. The subject property is currently zoned A-2 (Farmland Rural District) with a Rural/Agricultural (R) future land use category. Mr. Durrance concludes the highest and best use of the subject property is for continued use of the existing improvements. Mr. Durrance used the Sales comparison approach and had 9 land sales ranging from \$17,100 to \$29,300 per ac. and concluded a value of \$22,500 per ac.

The remainder property contains 2.991 acres of land and Mr. Durrance opines that the remainder property will be highly irregular in shape, have no access and will be located adjacent to storm water retention ponds and the Wekiva Parkway. Accordingly, Mr. Durrance's total value conclusion is \$227,000 (\$160,600 land and \$66,400 damages).

The Cravey's appraisal of the subject property was prepared by Rick Dreggors of



Calhoun, Dreggors & Associates, Inc. Mr. Dreggors argues that the area is transitioning from historical single family homes on larger acreage/agricultural uses to higher density residential neighborhoods and other uses. Mr. Dreggors argues the highest and best use of the subject property is for assemblage for a single family residential subdivision. Mr. Dreggors utilized the Sales comparison approach and had 7 land sales ranging from \$66,795.00 to \$159,025.00 per ac. and concluded a value of \$75,000.00 per ac. Additionally, Mr. Dreggors concluded severance damages to the remainder derived from the irregular shape, proximity to S.R. 429 and lack of access in the after condition. Accordingly, Mr. Dreggors total value conclusion for Parcel 190 is \$768,100 (\$535,400 land, \$13,300 improvements, \$219,400 damages).

Parcel 190 was scheduled for a 5 day trial in May 2015. Per Court order, the parties held mediation on February 20, 2015. Notwithstanding numerous disagreements with the property owner's position, the parties were able to reach a resolution and entered into a Mediated Settlement Agreement, subject to Board approval. Under the Mediated Settlement Agreement, the CFX would pay Mr. Cravey the sum of \$345,000, plus attorney's fees and experts costs. This would result in the CFX depositing an additional \$118,000 into the court registry (CFX receives a credit of \$227,000 previously deposited). Wilson & Garber, P.A. statutory attorney fee will be \$38,940.

A recommendation for approval by the Right-of-Way Committee is requested of the Mediated Settlement Agreement and is in the CFX's best interest. It will eliminate further risk and expenses that the CFX will ultimately incur for both sides if this matter were to proceed to a jury trial, as the CFX is responsible for the property owners attorney's fees and experts fees as set forth in Florida Statutes Chapter 73 and 74.

### **RECOMMENDATION**

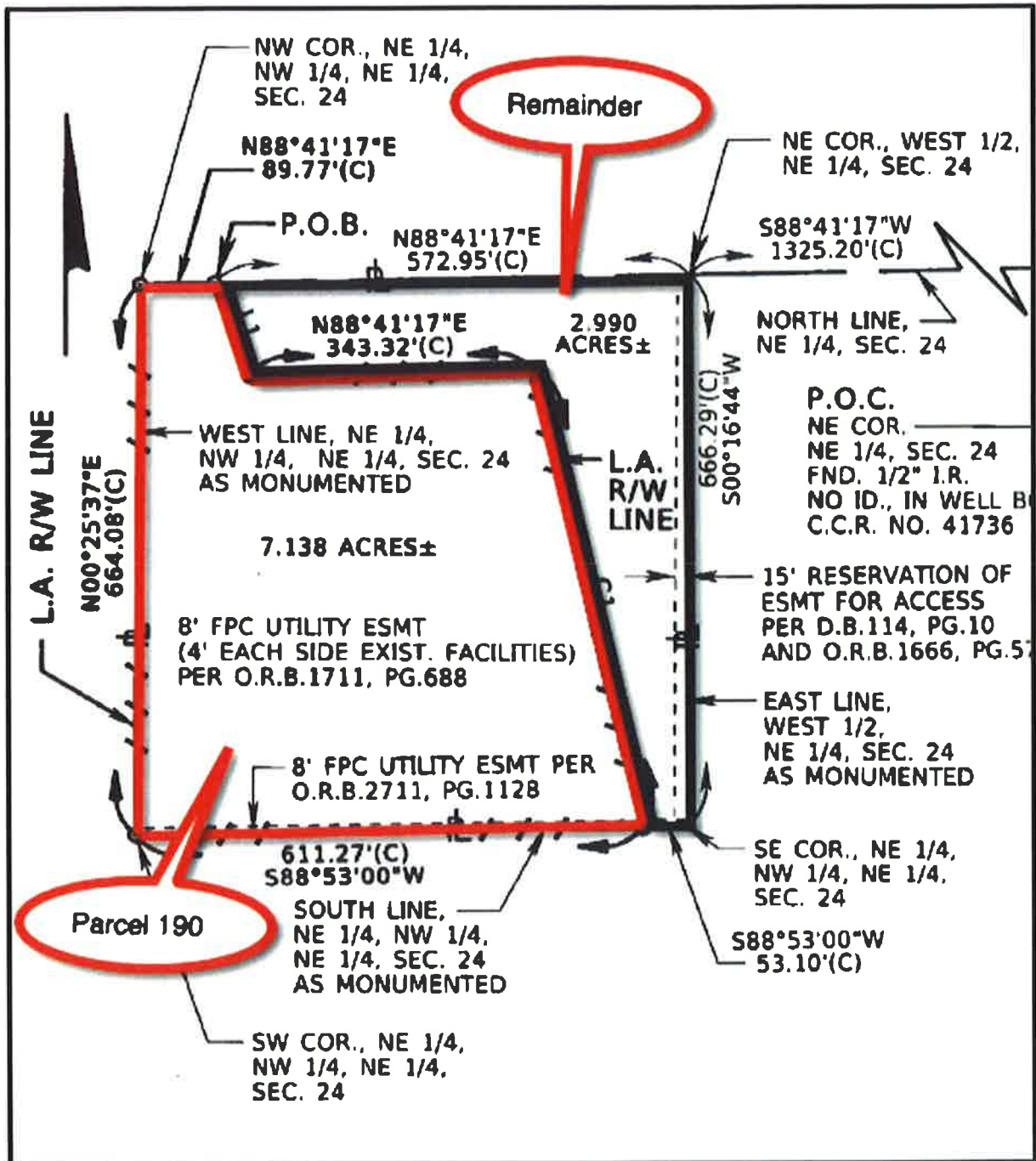
We respectfully request that the Right-of-Way Committee recommend to the CFX Board the approval of the Mediated Settlement with a total settlement amount of \$345,000 in full settlement of all claims for compensation for the acquisition of Parcel 190.

### **ATTACHMENTS**

Exhibit "A" – Exhibits and Sketch of Subject Property

ORLDOCS 13919906 1

## Taking Sketch

**REMAINDER DESCRIPTION**

The remainder will contain 2.991 acres of land, with a highly irregular shape, and will be adjacent to a stormwater retention pond and the expressway. *It is assumed access to the remainder has been severed by the taking and project.*

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

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1/2" IRON ROD WITH NO IDENTIFICATION IN A WELL BOX MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 88° 41' 17" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1898.15 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 20° 16' 40" EAST, A DISTANCE OF 119.34 FEET; THENCE NORTH 88° 41' 17" EAST, A DISTANCE OF 343.32 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 10961.16 FEET, A CHORD DISTANCE OF 565.71 FEET AND A CHORD BEARING OF SOUTH 13° 28' 51" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 57' 27", A DISTANCE OF 565.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID CURVE RUN SOUTH 88° 53' 00" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 611.27 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00° 25' 37" EAST ALONG SAID WEST LINE, A DISTANCE OF 664.08 FEET TO A POINT ON AFORESAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24; THENCE DEPARTING SAID WEST LINE RUN NORTH 88° 41' 17" EAST ALONG SAID NORTH LINE, A DISTANCE OF 89.77 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 7.138 ACRES, MORE OR LESS

**NOTE:**

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2777504 DATED 07/12/2012


**LEGEND & ABBREVIATIONS**

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

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

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

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

DATE	NOVEMBER 26, 2013	 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	<b>SKETCH OF DESCRIPTION.</b> THIS IS NOT A BOUNDARY SURVEY.	<b>PARCEL</b> <b>190</b>
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE		<b>S.R. 429 (WEKIVA PARKWAY)</b> <b>ORLANDO-ORANGE COUNTY</b> <b>EXPRESSWAY AUTHORITY</b> <b>ORANGE COUNTY, FLORIDA</b>	<b>SCALE: N/A</b>
BSA PROJECT NO.	EA11-J1			<b>SHEET 1 OF 2</b>
REVISION	BY		DATE	

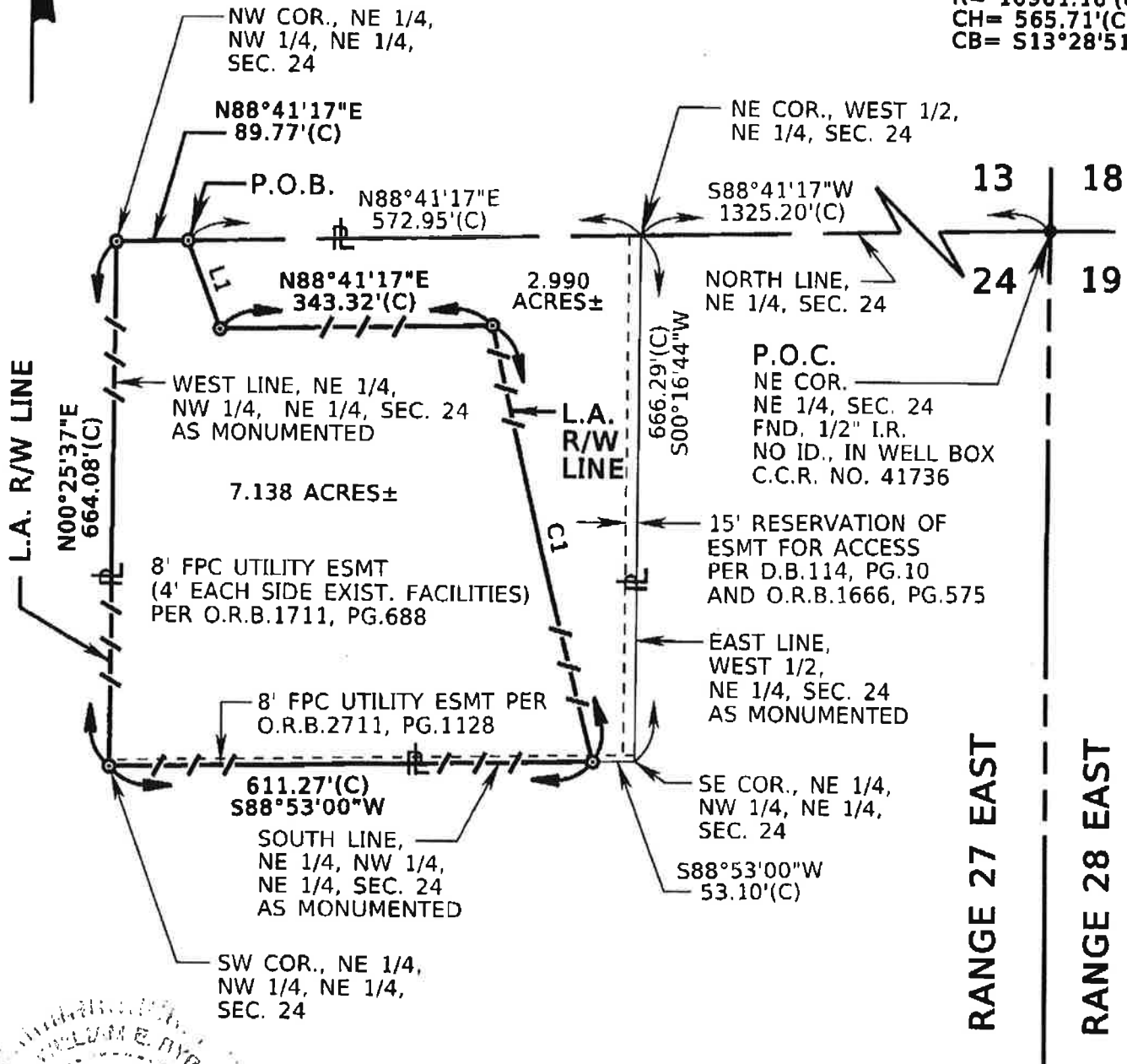
BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 24-20-27, BEING S88°41'17"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

SCALE: 1" = 200'



L1 = S20°16'40"E 119.34'(C)

CURVE C1  
 $\Delta = 02^\circ 57' 27''$  (LT)  
 $L = 565.77'$  (C)  
 $R = 10961.16'$  (C)  
 $CH = 565.71'$  (C)  
 $CB = S13^\circ 28' 51'' E$



SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 31-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

WILLIAM E. BYRD, P.S.M.  
 LICENSE NUMBER 5442  
 DATE 11/24/2013

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

CERTIFICATION OF AUTHORIZATION No. LB 1221

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

SKETCH OF DESCRIPTION.  
 THIS IS NOT A BOUNDARY SURVEY.

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

PARCEL  
 190

SCALE: 1"=200'

SHEET 2 OF 2

# Tab F



*Founded 1910*


## **M E M O R A N D U M**

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

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

DATE: March 18, 2015

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 237  
Settlement/Purchase Agreement

A handwritten signature in black ink, appearing to be "D. Shontz", is written over the "FROM:" line.

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee of a settlement to be consummated with a Purchase Agreement between Henry J. and Kathleen R. Dubel (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 237 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-204.

### **DESCRIPTION AND BACKGROUND**

Parcel 237 is a partial acquisition consisting of 2.345 acres with a remainder of .534 acres. The property is located in unincorporated Orange County at 3404 Paulette St, Apopka, FL. The improvements located within the taking include a 2,024 s.f. three bedroom/two bath single family residence build in 1979. Additional site improvements include field wire and no-climb fencing and cross fencing, 346 s.f. goat barn, 554 s.f. two-car carport and 292 s.f. chicken coop and landscaping. The property is zoned A-R (Agricultural-Residential District). This property is the homestead of Mr. and Mrs. Dubel.

The CFX's appraisal of the property was prepared by David Hall of Bullard, Hall and Adams, Inc. Mr. Hall estimated the value of the taking to be \$309,000 (Land \$70,400, Improvements \$210,200 and damages \$28,400). Comparable land sales of \$23,660 to \$30,021 per acre were utilized by Mr. Hall. Mr. Hall opined the subject property value is \$30,000 per acre. The taking results in a remainder that has a nominal value of \$100, resulting in the incurable damages of \$28,400.

Mr. and Mrs. Dubel are represented by Mark Natirboff and he has argued that the land should be valued at \$60,000 per acre, the improvements at \$130 s.f. and the landscaping installed by the Dubel's should also be paid by the CFX as part of the improvements.

Parcel 237 is scheduled for an Order of Taking hearing on April 6, 2015. Although the CFX disagrees with some issues raised by Mr. Natirboff, the parties were able to reach a settlement to purchase the whole parent tract (2.879 acres) contingent on Board approval for a total of \$417,000, plus attorney's fees totaling \$35,640 and expert fees totaling \$2,206.75 (\$988.00 appraiser – American Valuation, \$375.00 land planner – Karen Taylor, and \$843.75 engineer – Reggie Mesimer. Mr. and Mrs. Dubel and CFX entered into a proposed Purchase Agreement for a total of \$454,846.75, inclusive of all fees and costs.

A recommendation for approval by the Right-of-Way Committee is requested of the proposed purchase agreement and is in the CFX's best interest. It will eliminate further risk and unnecessary expenses that the CFX will ultimately incur if it is required to litigate a condemnation action to acquire Parcel 237.

### **RECOMMENDATION**

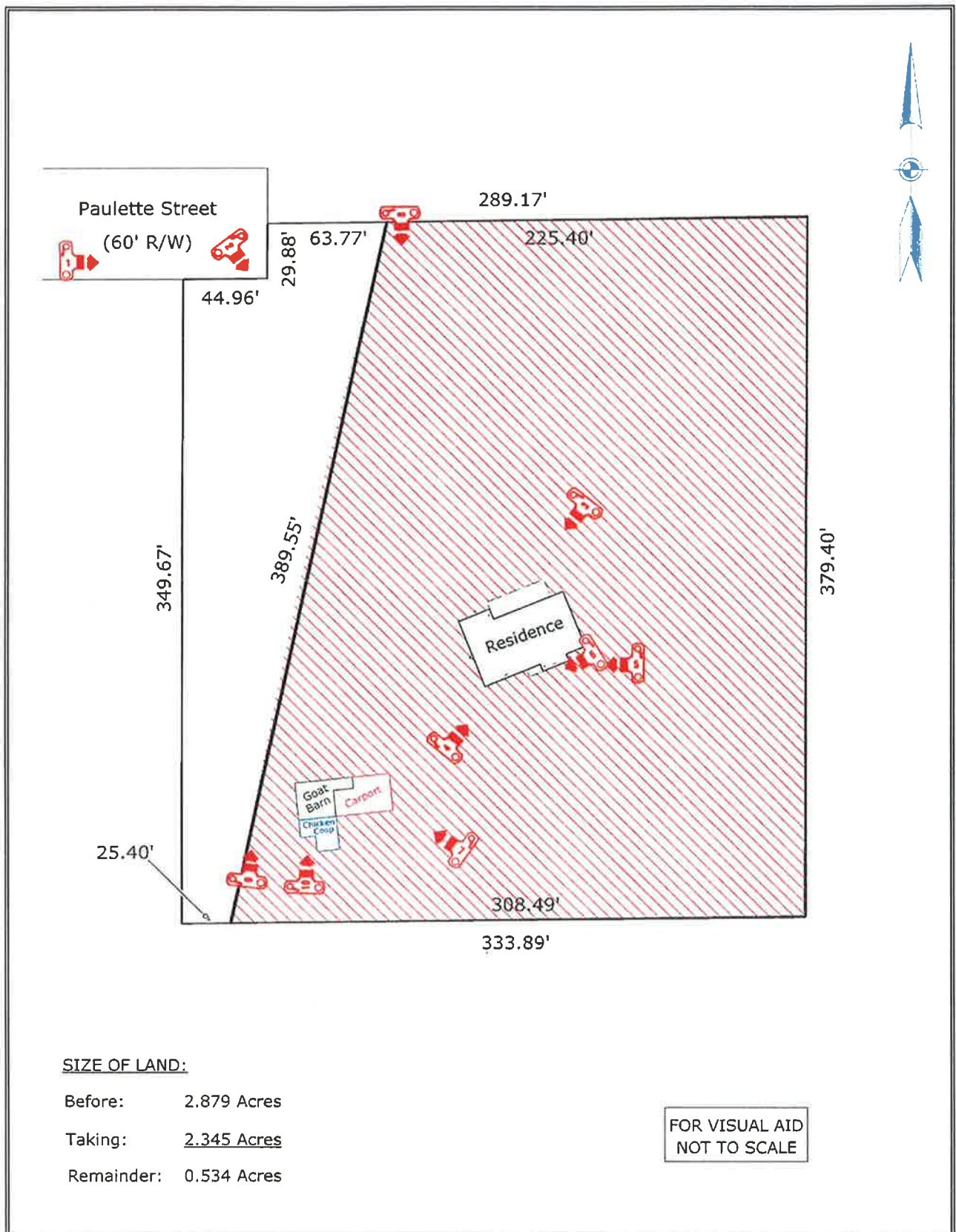
We respectfully request that the Right-of-Way Committee recommend to the CFX Board the approval of the proposed purchase agreement with a total settlement amount of \$454,846.75, inclusive of all fees and costs in full settlement of all claims for compensation for the acquisition of Parcel 237.

### **ATTACHMENTS**

Exhibit "A" – Sketch of Subject Property  
Exhibit "B" – Proposed Purchase Agreement

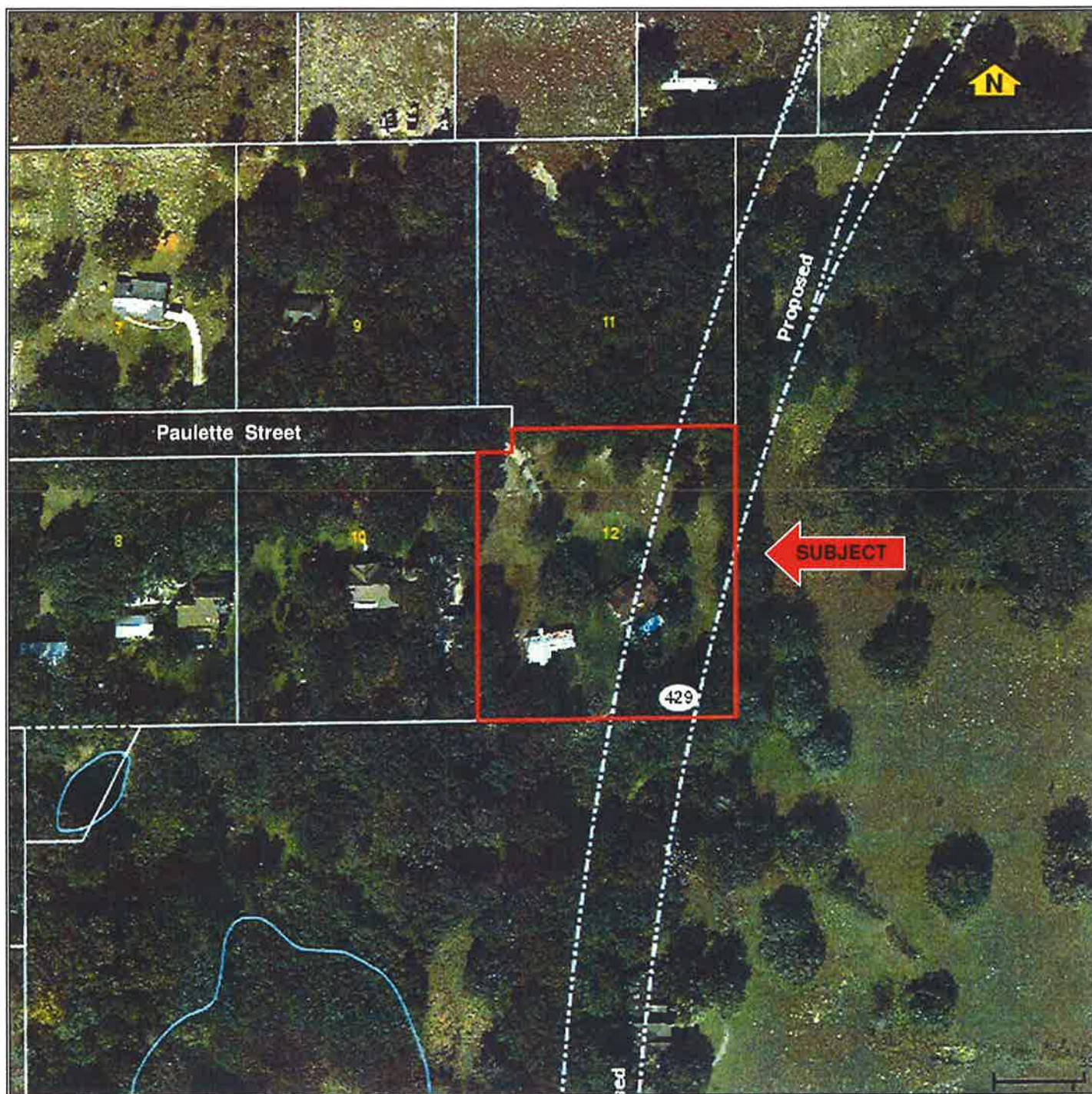
ORLDOCS 13919909 1





**PARCEL SKETCH  
PARCEL 237**





AERIAL PHOTO  
PARCEL 237

## LEGAL DESCRIPTION

PARCEL 237

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF LOT 12, EMERY SMITH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 22 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6176, PAGE 1203, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 4"x4" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 00°21'57" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2089.57 FEET TO A POINT ON THE SOUTH LINE OF SAID EMERY SMITH SUBDIVISION; THENCE DEPARTING SAID WEST LINE NORTH 89°17'11" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 262.37 FEET TO THE POINT OF BEGINNING AND A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 10°18'13" EAST, NORTHEASTERLY 389.55 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5,653.17 FEET, A CENTRAL ANGLE OF 03°56'53" AND A CHORD BEARING NORTH 12°16'39" EAST TO A POINT ON THE NORTH LINE OF SAID LOT 12; THENCE NORTH 89°19'11" EAST ALONG SAID NORTH LINE, A DISTANCE OF 225.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 00°02'23" EAST ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 379.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12 AND SAID SOUTH LINE OF EMERY SMITH SUBDIVISION; THENCE SOUTH 89°17'11" WEST ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 308.49 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 2.345 ACRES, MORE OR LESS.

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 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

3/25/14

DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 2

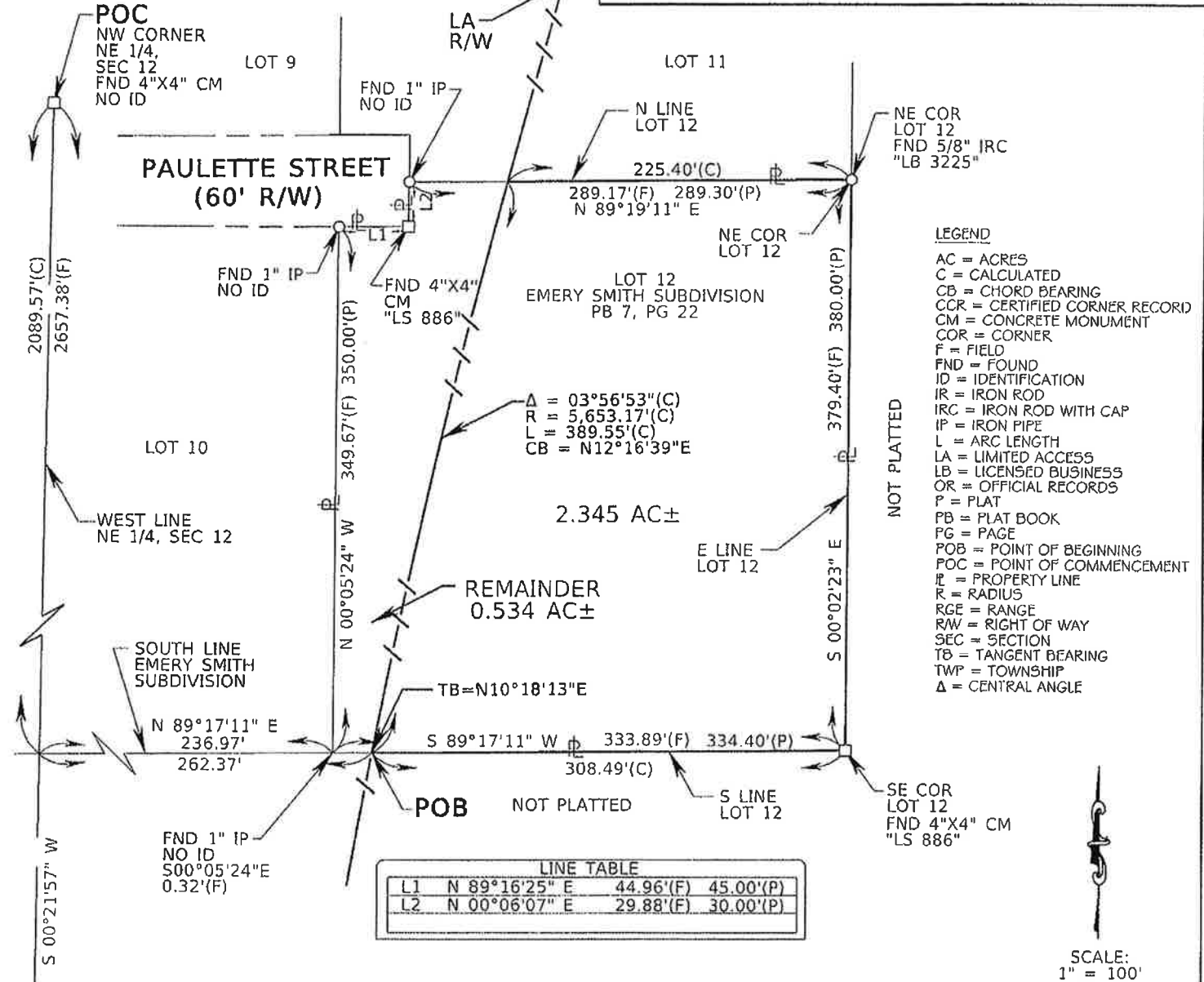
**EXHIBIT "A"**

# SKETCH OF DESCRIPTION

PARCEL: 237

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE



## TOWNSHIP 20 SOUTH, RANGE 27 EAST

### GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 00°21'57" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 19, 2012, FILE NO. 2037-2856892 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OCEA PROJECT NO: 429-204

SHEET: 2 OF 2

# PURCHASE AGREEMENT

PROJECT 429 - 204  
 STATE ROAD NO 429  
 PROJECT NAME Wekiva Parkway  
 COUNTY Orange  
 PARCEL NO 237

Seller: Henry J. and Kathleen R. Dubol

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

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

## I. Description of Property

- (a) Estate being purchased: ☒ Fee Simple ☐ Permanent Easement ☐ Temporary Easement ☐ Leasehold
- (b) Real property described as: See Attached Exhibit "A"
- (c) Personal property: None
- (d) Outdoor advertising structure(s) permit number(s): N/A

Buildings, structures, fixtures and other improvements owned by others: N/A

These items are NOT included in this agreement. A separate offer is being, or has been, made for these items.

## II. PURCHASE PRICE

### (a) Real Property

Land and Improvements	1	\$	417,000.00
Real Estate Damages (Severance/Cost-to-Cure)	2	\$	0.00

Total Real Property	3.	\$	<u>417,000.00</u>
---------------------	----	----	-------------------

(b) Total Personal Property	4.	\$	<u>0.00</u>
-----------------------------	----	----	-------------

### (c) Fees and Costs

Attorney Fees	5	\$	35,640.00
Appraiser Fees	6	\$	2,206.75

Fees (s)	7	\$	
----------	---	----	--

Total Fees and Costs	8.	\$	<u>37,846.75</u>
----------------------	----	----	------------------

(d) Total Business Damages	9.	\$	<u>0.00</u>
----------------------------	----	----	-------------

(e) Total of Other Costs	10.	\$	<u>0.00</u>
--------------------------	-----	----	-------------

List:

Total Purchase Price (Add Lines 3, 4, 8, 9 and 10)		\$	<u>454,846.75</u>
--	--	----	-------------------

(f) Portion of Total Purchase Price to be paid to Seller by Expressway Authority at Closing		\$	<u>0.00</u>
--	--	----	-------------

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



### III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Expressway Authority. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Expressway Authority. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in Section I of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Expressway Authority to Seller.
- (e) The property described in Section I of this agreement is being acquired by Expressway Authority for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender or account for the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Expressway Authority by conveyance instrument(s) acceptable to Expressway Authority.
- (h) Seller and Expressway Authority agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- (j) Seller and Expressway Authority agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**, if applicable.

### IV. Closing Date

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

### V. Typewritten or Handwritten Provisions

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

- ☒ There is an addendum to this agreement. Page 4 is made a part of this agreement.
- ☐ There is not an addendum to this agreement.

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

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

Seller: Henry J. and Kathleen R. Dubel

Buyer: Central Florida Expressway Authority

Henry J. Dubel 3/6/15  
Signature Date

BY Joseph A. Berenis 3/11/15  
Signature Date

Henry J. Dubel  
Type or print name

Joseph A. Berenis  
Type or print name

Kathleen R. Dubel 3/6/15  
Signature Date

Kathleen R. Dubel  
Type or print name

# VII. FINAL AGENCY ACCEPTANCE

The Expressway Authority has granted Final Agency Acceptance this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## WITNESSES:

## "EXPRESSWAY AUTHORITY"

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

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

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

By \_\_\_\_\_

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

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

Title \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Orange and Orange County Expressway Authority

ADDENDUM TO PURCHASE AGREEMENT

PROJECT 429 - 204  
 STATE ROAD NO 429  
 PROJECT NAME Wekiva Parkway  
 COUNTY Orange  
 PARCEL NO 237

This is an addendum to the Purchase Agreement attached hereto and made a part hereof between, Henry J and Kathleen R Dubel 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
- 2 This acquisition is a whole take

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

- 1 Funds in the amount of \$ \_\_\_\_\_ shall be made payable to \_\_\_\_\_

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

Seller(s): Henry J. Dubel Kathleen R. Dubel

[Signature] [Signature]

Date

3/6/15

By \_\_\_\_\_  
 Type or print name and title

Buyer: The Central Florida Expressway Authority

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

Date \_\_\_\_\_

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

KRD The total Amount of \$454,846.75  
KRD Shall be paid to the Law offices of  
KRD D. Mark Natirboff, PA, Trust Account  
 The Mortgage shall be paid out of the  
 Trust Account



## LEGAL DESCRIPTION

PARCEL 237

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF LOT 12, EMERY SMITH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 22 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6176, PAGE 1203, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 4"x4" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 00°21'57" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2089.57 FEET TO A POINT ON THE SOUTH LINE OF SAID EMERY SMITH SUBDIVISION; THENCE DEPARTING SAID WEST LINE NORTH 89°17'11" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 262.37 FEET TO THE POINT OF BEGINNING AND A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 10°18'13" EAST, NORTHEASTERLY 389.55 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5,653.17 FEET, A CENTRAL ANGLE OF 03°56'53" AND A CHORD BEARING NORTH 12°16'39" EAST TO A POINT ON THE NORTH LINE OF SAID LOT 12; THENCE NORTH 89°19'11" EAST ALONG SAID NORTH LINE, A DISTANCE OF 225.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 00°02'23" EAST ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 379.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12 AND SAID SOUTH LINE OF EMERY SMITH SUBDIVISION; THENCE SOUTH 89°17'11" WEST ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 308.49 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 2.345 ACRES, MORE OR LESS.

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 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

  
RUSSELL J. MARKS, PSM NO. 5623

DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

3/25/14

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 1 OF 2

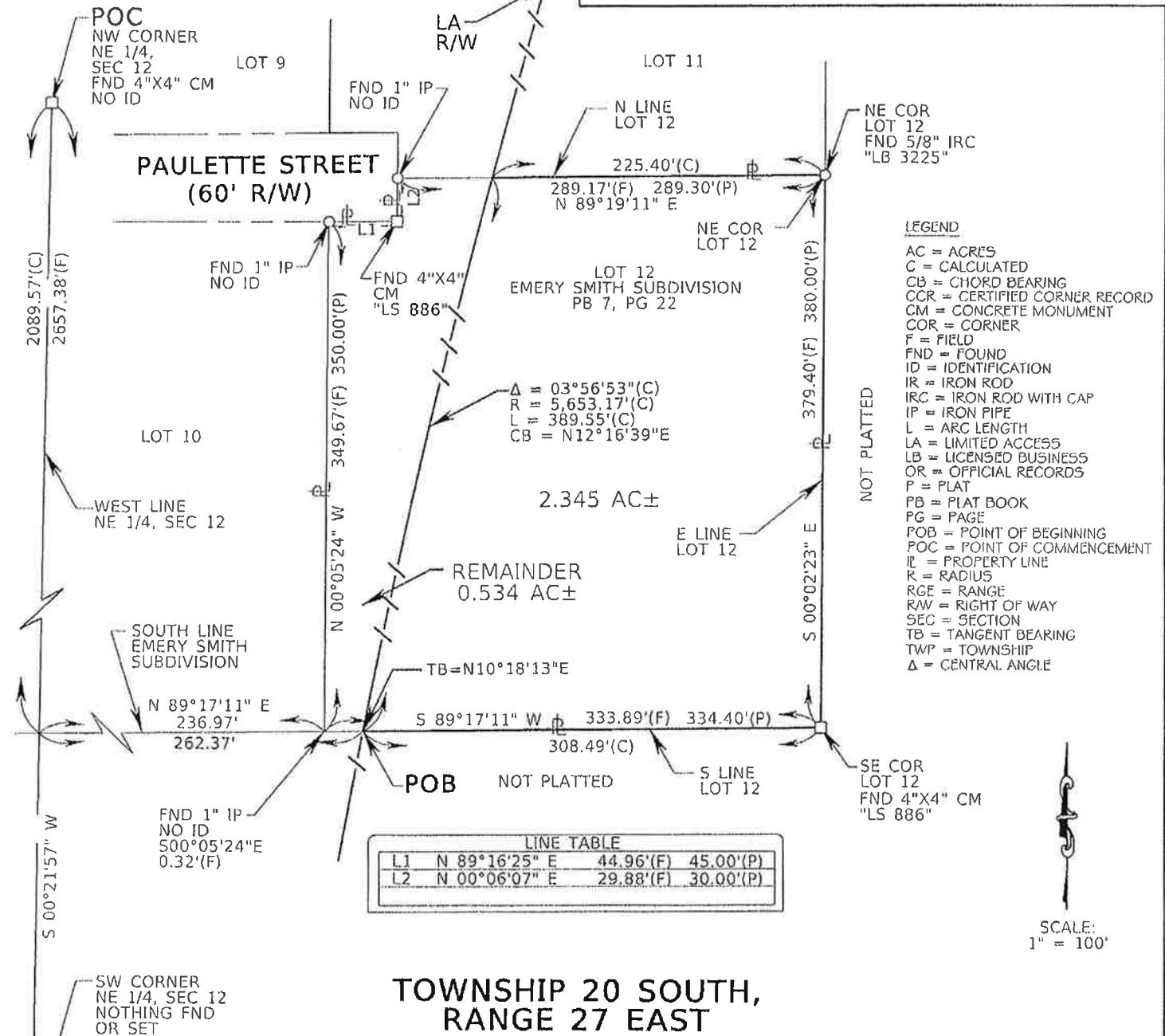
**EXHIBIT "A"**

# SKETCH OF DESCRIPTION

PARCEL: 237

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE



## GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 00°21'57" WEST.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
- ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 19, 2012, FILE NO. 2037-2856892 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

**URS**

URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: SMP

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

SHEET: 2 OF 2


# Tab G

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

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

**M E M O R A N D U M**

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

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

**DATE: March 17, 2015**

**RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 144 (Hiatus Parcel) -  
Recommendation of Approval for Settlement**

---

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation of approval of a settlement with Reinco, Inc., (the "Owner"), for the acquisition of Parcel 144 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Central Florida Expressway Authority ("CFX") took Parcel 144 on July 23, 2014 through a Stipulated Order of Taking.

**DESCRIPTION and BACKGROUND:**

Parcel 144 is a total taking of a narrow strip of land that is considered to be a "hiatus parcel," located within the existing right-of-way of Yothers Road, in Orange County, Florida. Reinco, Inc., a dissolved Florida corporation, is the owner of record. The property contains an area of 0.069 acres, or 3,000 square feet. It is contiguous to property zoned A-1, Citrus Rural District, which provides for agricultural uses. The future land use designation is rural/agricultural.

CFX's appraisal of the property was prepared by Stephen J. Matonis of Integra Realty Resources-Orlando, with a date of value of September 12, 2013. Since the adjoining property is improved with three single-family residences, the reasonable use of the subject property was considered to be similar. Therefore, Mr. Matonis used the "across the fence" valuation technique to appraise this property. This methodology assumes that the subject property is typical to the adjoining property use. Based on this assumption, the appraiser developed a unit of value for the adjoining property, and then applied this unit of value to the subject property.

Mr. Matonis used the sales comparison approach to consider the price of other low density residential homes in close proximity to the subject. After considering four (4) comparable sales that ranged in an adjusted sales price of \$28,800 per acre to \$37,505 per acre, Mr. Matonis reconciled on a value of \$30,000 per acre for the subject property.

Mr. Matonis further opined that the existing use of the land as a public right-of-way for Yothers Road already encumbered 95% of the fee owner's "bundle of rights." Legally, the property could not be assembled because the remaining contiguous lots would not have an alternative access. Therefore, the owner would only be entitled to 5% of the per acre value of the property. Mr. Matonis concluded that the amount of compensation owed for the subject property was \$100, calculated as follows: .069 acres x \$30,000 per acre x 5% = \$103 (\$100 rounded).

As stated previously, the subject property is owned by Reinco, Inc., a Florida corporation that was voluntarily dissolved as of June 25, 1982. Although a diligent search and inquiry was conducted, the principals, directors, officers, agents or other persons claiming by, through, or under Reinco, Inc. could not be located. Accordingly, Reinco, Inc. was served with notice of the eminent domain action by publication pursuant to §73.031, *Florida Statutes*. Given the dissolution of the corporation and that a representative could not be located, the Court, pursuant to §607.1405(5), *Florida Statutes*, appointed Prineet Sharma as the attorney ad litem to represent the landowner's interest in this matter.

#### **EXPERT AND ATTORNEY FEES:**

CFX retained the services of Stephen J. Matonis of Integra Realty Resources-Orlando. CFX compensated Mr. Matonis a total of \$3,500.00 to appraise the subject property. Payment was based on a negotiated flat-fee rate whereby Mr. Matonis also appraised several other properties in the same vicinity, and could spread out certain costs over several parcels. The landowner did not have a corresponding expert invoice for this service.

Lastly, as described above, Mr. Prineet Sharma was appointed as the landowner's attorney ad litem. Mr. Sharma is entitled to recover attorney's fees and has agreed to be paid a negotiated fee of \$2,000.00.

Counsel has reviewed the rates, hours and amount sought by the owner's experts and paid to CFX's experts and believes them to be reasonable.

#### **PROPOSED SETTLEMENT:**

The parties have reached a proposed settlement in the amount of \$3,000, inclusive of attorney's fees and costs, for the acquisition of Parcel 144. The proposed settlement requires CFX to pay \$1,000 for the landowner's interest and \$2,000 to Mr. Sharma for attorney's fees, less the good faith amount of \$200 that was previously deposited into the Registry of the Court pursuant to the Stipulated Order of Taking, leaving a remaining balance of \$2,800. There are no appraisal fees or other expert fees for the landowner in this case. As part of the settlement, CFX will be required to deposit the remaining balance of \$2,800 into the Registry of the Court within thirty (30) days of the entry of a Stipulated Final Judgment.

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorney's fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the landowner's compensation as provided by §73.091 and §73.092, *Florida Statutes*. Acceptance of the proposal

will eliminate further risk and unnecessary expenses for CFX in this case. The proposed settlement will resolve all pending matters in this case, including the property owner's attorneys fees and expert costs.

**RECOMMENDATION:**

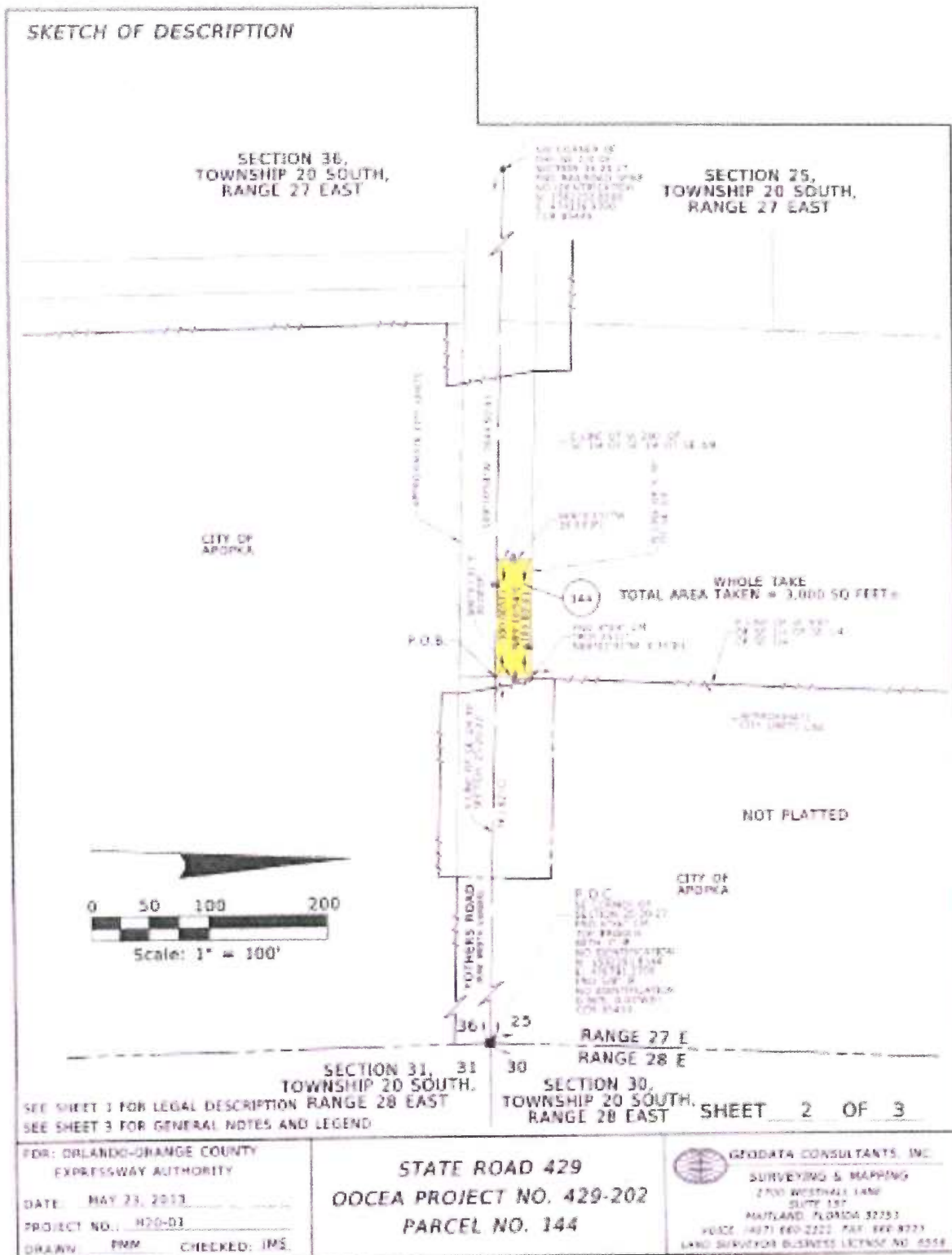
We respectfully request that the Right of Way Committee recommend CFX Board approval of the proposed settlement in the amount of \$3,000.00 in full settlement of all claims for compensation for the acquisition of Parcel 144.

**ATTACHMENT:**

Exhibit A-Sketch of Subject Property

Exhibit B-Map Depicting Location of Property





**Wekiva Parkway - Section 429-202(1A) Parcel 144**  
**Yothers Rd. Hiatus Parcel**  
**Apopka, Florida**



## Market Area Map



Wekiva Parkway - Section 429-202(1A) Parcel 144




# Tab H

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

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

**M E M O R A N D U M**

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

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

**DATE: March 17, 2015**

**RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcels 106/806 (Charles and Marian Revell) - Recommendation for Approval for Settlement**

---

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's approval of a settlement with Charles and Marian Revell (the "Owners"), for the acquisition of Parcels 106/806 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Central Florida Expressway Authority ("CFX") took Parcels 106/806 on September 18, 2014 through a Stipulated Order of Taking.

**DESCRIPTION and BACKGROUND:**

Parcels 106/806 involve a partial taking from a 4.696 acre tract of land located along the west side of Plymouth Sorrento Road, approximately 250 feet north of Southfork Drive, in unincorporated Orange County. CFX acquired 18,388 square feet, or 0.422 acres, of land in fee simple (Parcel 106) and an additional 16,584 square feet, or 0.381 acres, of land (Parcel 806) as a permanent easement primarily for utility relocation. CFX's appraisal of the property was prepared by Richard K. MacMillan of the Appraisal Group of Central Florida, Inc., with a date of value of March 21, 2014. Mr. MacMillan estimated that the amount of compensation owed to the landowner was \$89,600.00, based on the following analysis.

The Property is zoned A-1, Citrus Rural District, by Orange County. The future land use designation is R-Rural/Agricultural (1 unit/10 acres). The Property is currently improved with a single-family residence that was constructed in 1988, containing 1,803 square feet of gross living area. In addition, site improvements related to the current residential usage include fencing, a septic tank and drain field, well, landscaping, a metal utility building, irrigation, concrete driveway and sidewalk. Mr. MacMillan concluded that the Property's highest and best use "as if vacant" would be for a single-family residential homesite or agricultural use. The property "as improved" would have a highest and best use for the existing single-family residential use.

To determine land value, Mr. MacMillan used the Sales Comparison Approach and considered four vacant land sales ranging from \$21,795.00 per acre to \$33,505.00 per acre. Mr. MacMillan ultimately reconciled on a value of \$30,000.00 per acre. This resulted in a finding of \$140,880.00 for the total land value of the subject property, and a compensation claim of \$23,600.00 for the value of the land taken (\$30,000 per acre x 0.422 acres in Parcel 106 *plus* \$30,000 per acre x 0.381 acres property x 95% for Parcel 806).

Mr. MacMillan used three comparable sales that were improved with a single-family residence to determine the value of the subject "as improved." The three sales ranged in value from \$217,500.00 to \$268,600.00. The most weight was placed on the sales which were most recent and located closest to the subject. Mr. MacMillan reconciled on an "as-improved" value of \$260,000.00 for the subject property.

The most significant issue in this case is the degree to which the remainder property will be affected by the taking. The proposed acquisition will reduce the subject parent tract from 4.696 acres to 4.274 acres, of which 16,584 square feet will be encumbered by an easement to provide for relocation of Duke Energy power poles and transmission lines. The remainder property will have 331.62 feet of frontage along the limited access right of way of State Road 429. At the subject property, the Expressway is comprised of three southbound lanes including the exit ramp to the connector road to the south. The top of the guardrail at the south property line is approximately 16½ feet above natural grade at the right-of-way/fence line with approximately 11 feet of exposed retaining wall, and at the north property line, the top of the guardrail is approximately 11½ feet above natural grade. A north facing exit sign will be located over the southbound exit lane near the northwest property corner. The Expressway and bridge will be lit and a drainage swale will run parallel to the north 230 feet of the fence line. Mr. MacMillan determined that the proposed taking will have an adverse influence on the remainder improvements by diminishing their rural character. The distance of the residence to the proposed limited access right of way will be approximately 370 feet. The appraiser analyzed data which showed a decrease in value ranging from 20% to 38% for properties adjacent to a limited access right of way. Based on this analysis, the appraiser concluded that the site will have a 25% diminution in value caused by proximity to the expressway. This creates severance damages in the amount of \$58,100.00.

In addition, Mr. MacMillan appraised the value of the improvements located within the area of take. In Parcel 106, the part taken includes 227 linear feet of field fence with two strands of barbed wire and one strand of electrified wire, 156 linear feet of 4 inch field fence with one strand of electrified wire, and 18,300 square feet of pasture grass. Parcel 806 contains an additional 57 feet of 4 inch field fence. These improvements were valued at a total of \$3,900.00.

The remainder will require a cure to reestablish the well and other items necessary to restore function to the remainder improvements. The net cost to cure has been estimated to be \$3,900.00. This results in a total compensation estimate for Parcels 106 and 806 of \$89,600.00, as summarized below:

	<b>Parcel 106</b>	<b>Parcel 806</b>	<b>Total</b>
<b>Land</b>	\$12,700.00	\$10,900.00	\$23,600.00
<b>Improvements</b>	\$ 3,700.00	\$ 300.00	\$ 4,000.00
<b>Severance Damage</b>	\$58,100.00	\$ 0.00	\$58,100.00
<b>Net Cost to Cure</b>	\$ 3,900.00	\$ 0.00	\$ 3,900.00
<b>Total Compensation</b>	\$78,400.00	\$11,200.00	<b>\$89,600.00</b>

---

The Owners, Mr. and Mrs. Revell, retained the services of appraiser Gary Pendergast from Florida Real Estate Analysts, Inc. Mr. Pendergast consulted with Ed Williams, of Williams Development Services, Inc., to assist in the highest and best use analysis and to identify damages that are a direct result of the taking. Parcel 106 is currently under the jurisdiction of Orange County, which has designated the property for rural land use and has an Agricultural zoning, which allows a density of 1 unit per 10 acres. However, Mr. Williams noted that the property is located one lot from the City of Apopka boundary to the south. The owners of that lot have indicated their willingness to annex into the City. Annexation into the City would allow the property to be developed with additional home sites up to 3.5 dwelling units per acre.

Mr. Pendergast concluded that the highest and best use of the property "as vacant" is for single family residential use. The highest and best use "as improved" is for continued use of the residential improvements. He estimated that the value of the land "as vacant" is \$211,300, based on a \$45,000 per acre land value (4.696 acres x \$45,000 per acre). This is based on his comparable sales analysis that considered four vacant land sales ranging in price from \$32,805 per acre to \$50,000 per acre. Mr. Pendergast estimated the value of the land "as-improved" to be \$285,000, based on comparable sales that ranged in value from \$235,000 to \$370,000. Mr. Pendergast, relying on the "after" analysis of Ed Williams, damaged the remainder property by 50%, to yield \$122,400 in severance damages, plus an additional \$4,100 for cost to cure, mostly related to fencing. This results in a total value for the part taken and damages of **\$166,700**, as summarized below:

	<b>Parcel 106</b>	<b>Parcel 806</b>	<b>Total</b>
<b>Land</b>	\$ 19,000.00	\$16,300.00	\$ 35,300.00
<b>Improvements</b>	\$ 4,600.00	\$ 300.00	\$ 4,900.00
<b>Severance Damage</b>	\$122,400.00	\$ 0.00	\$122,400.00
<b>Net Cost to Cure</b>	\$ 4,100.00	\$ 0.00	\$ 4,100.00
<b>Total Compensation</b>	\$150,400.00	\$16,300.00	<b>\$166,700.00</b>

## **EXPERT AND ATTORNEY FEES:**

The Revells retained the appraisal services of Gary Pendergast, of Florida Real Estate Analysts, Inc. Mr. Pendergast submitted an invoice for 73.50 hours at \$180.00 per hour, for a total fee request of \$13,230.00. During negotiations, Mr. Pendergast agreed to accept \$11,300.00 for his services. CFX retained the services of Richard MacMillan, of The Appraisal Group of Central Florida, Inc. CFX compensated Mr. MacMillan a total of \$13,750.00 to appraise the subject property. Payment was based on a negotiated flat-fee whereby Mr. MacMillan also appraised several other properties in the same vicinity, and could spread out certain costs over several parcels. Mr. MacMillan was initially retained to appraise Parcel 106 only. Before the completion of the appraisal for Parcel 106, an easement (Parcel 806) was added to the Taking primarily for the purpose of relocating the utility poles. With the addition of Parcel 806, Mr. MacMillan was required to appraise the additional easement area, include it in his appraisal and update the appraisal to a current date of value. The total compensation paid to Mr. MacMillan includes payment for both Parcels 106 and 806.

The Revells also retained the land planning services of Ed Williams, of Williams Development Services Inc. Mr. Williams submitted an invoice for 15.8 hours at \$250.00 per hour, for a total fee request of \$3,950.00. During negotiations, Mr. Williams agreed to accept \$3,350.00 for his services. Because of the proximity of the Property to the boundary of the City of Apopka and the complexity of potential developmental rights in the City as opposed to the County, CFX retained the services of Donald W. McIntosh Associates, Inc. ("DWMA") to prepare a Site Evaluation report. DWMA submitted invoices for approximately 113 hours of time ranging from \$85.00 to \$300.00 per hour and \$6.23 in reimbursable expenses. The total compensation paid to DWMA for its services was \$20,907.48.

Additionally, CFX retained the services of Speer Construction, LLC to estimate the costs of the improvements within the area of take and to estimate the costs of establishing a partial severance damage cure for the remainder parcel. CFX compensated Speer Construction, LLC at an hourly rate of \$100.00 per hour for a total amount of \$1,000.00 for its services. The landowner did not have a corresponding expert invoice for this service.

Lastly, the landowners retained the legal services of Joe Hanratty, of the law firm of Forman Hanratty & Montgomery. Mr. Hanratty would be entitled to recover \$14,223.00 based on the standard "betterment" payment provided for in §73.092(1)(c), *Florida Statutes*, which provides for attorneys to receive 33% of the difference between the final written offer and the amount of the settlement or final judgment. However, Mr. Hanratty agreed to accept \$12,962.00 for his services in this case.

Counsel has reviewed the rates, hours and amount sought by the owner's experts and paid to CFX's experts and believes them to be reasonable.

## SETTLEMENT PROPOSAL:

The parties have been participating in settlement negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcels 106/806 and expert fees and costs. The parties have conditionally agreed to the following settlement terms, subject to Right of Way Committee recommendation and final CFX Board approval:

<b>Total Settlement Proposal for Parcels 106/806</b>	
Charles and Marian Revell (landowners):	\$132,700.00
Gary Pendergast (appraiser):	11,300.00
Ed Williams (land planner):	3,350.00
<u>Joe Hanratty (attorneys fees):</u>	<u>12,962.00</u>
<b>Total</b>	<b>\$160,312.00</b>

In sum, CFX would pay compensation to the Owners, Charles and Marian Revell, \$132,700.00, less its good faith deposit of \$89,600.00, leaving a remaining balance of \$43,100.00 to be paid at this time. CFX would also pay statutory attorneys' fees and expert fees in the amount of \$27,612.00 in accordance with §73.092(1)(a) and §73.091(1), *Florida Statutes*.

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

## RECOMMENDATION:

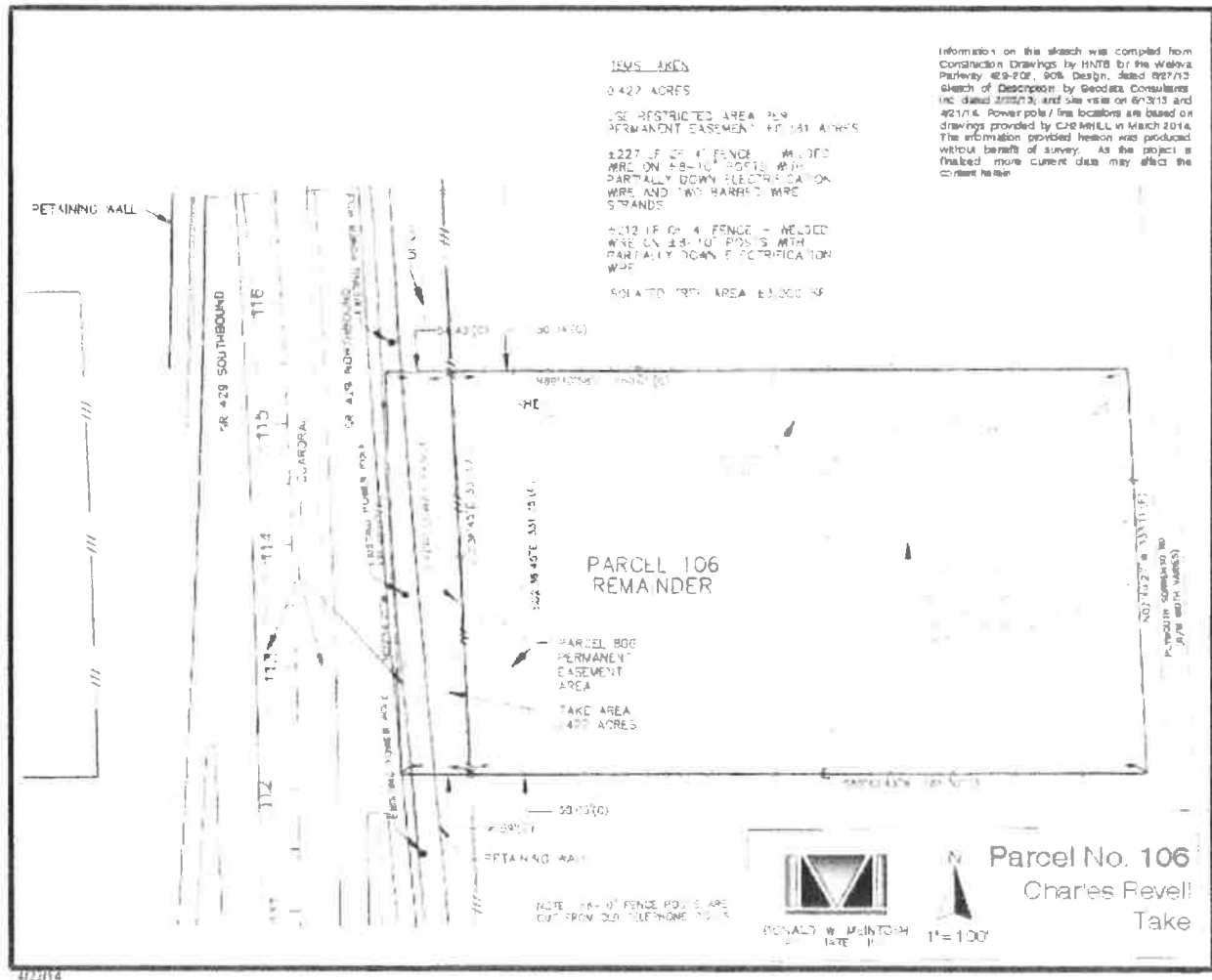
We respectfully request that the Right of Way Committee recommend CFX Board approval of the proposed settlement in the amount of \$160,312.00 in full settlement of all claims for compensation for the acquisition of Parcels 106/806.

## ATTACHMENTS:

- Exhibit A - Sketch of Subject Property
- Exhibit B - Map Depicting Location of Property



Sketch of parent tract and area of taking



**EXHIBIT "A"**




# Tab I

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

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

**M E M O R A N D U M**

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

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

**DATE: March 17, 2015**

**RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcels 107/807 (Glen Revell) -**  
**Recommendation for Approval for Settlement**

---

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's approval of a settlement with Glen M. Revell (the "Owner"), for the acquisition of Parcels 107/807 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Central Florida Expressway Authority ("CFX") took Parcels 107/807 on September 18, 2014 through a Stipulated Order of Taking.

**DESCRIPTION and BACKGROUND:**

Parcels 107/807 involve a partial taking from a 1.747 acre tract of land located along the west side of Plymouth Sorrento Road, approximately 1,130 feet north of Southfork Drive, in unincorporated Orange County. CFX acquired 10,250 square feet, or 0.235 acres, of land in fee simple (Parcel 107) and an additional 9,552 square feet, or 0.219 acres, of land (Parcel 807) as a permanent easement primarily for utility relocation. CFX's appraisal of the property was prepared by Richard K. MacMillan of the Appraisal Group of Central Florida, Inc., with a date of value of March 21, 2014. Mr. MacMillan estimated that the amount of compensation owed to the landowner was \$76,300.00, based on the following analysis.

The Property is zoned A-1, Citrus Rural District, by Orange County. The future land use designation is R-Rural/Agricultural (1 unit/10 acres). The Property is currently improved with a manufactured single-family residence that was constructed in 1993, containing 728 square feet of gross living area, plus 200 square feet of porch area. In addition, there are site improvements related to the current residential usage, including a 1,242 square foot barn, cattle pen, 548 square foot barn/utility structure, chicken coop, perimeter post and wire fencing, a septic tank and drain field, a well, landscaping and irrigation. Mr. MacMillan concluded that the Property's highest and best use "as if vacant" would be for a single-family residential homesite or agricultural use. The property "as improved" would have a highest and best use for the existing single-family residential use.

To determine land value, Mr. MacMillan used the Sales Comparison Approach and considered four vacant land sales ranging from \$21,795.00 per acre to \$33,505.00 per acre. Mr. MacMillan ultimately reconciled on a value of \$30,000.00 per acre. This resulted in a finding of \$52,410.00 for the total vacant land value of the subject property, and a compensation claim for \$13,400.00 for the value of the land taken (\$30,000 per acre x 0.235 acres for Parcel 107 *plus* \$30,000 per acre x 0.219 acres x 95% of the fee for Parcel 807).

Mr. MacMillan used three comparable sales improved with a single-family residence to determine the value of the subject "as improved." The three sales ranged in value from \$78,500.00 to \$97,200.00. The most weight was placed on the sales which were most recent and located closest to the subject. Mr. MacMillan reconciled on an "as-improved" value of \$90,000.00 for the subject property.

In addition, Mr. MacMillan appraised the value of the improvements located within the area of take. In Parcel 107, the part taken includes 145 square feet of the wooden storage shed, 345 feet of various types of fencing, a portion of the water line with 4 sprinklers, and 10,000 square feet of pasture grass. These improvements are valued at \$3,400.00. Additional improvements are located within Parcel 807, including portions of the shed, a farm gate, a wire cage structure, chicken coop, fencing and part of the drainfield. Mr. MacMillan values the improvements on Parcel 807 at \$10,500.00.

The most significant issue in this case is the degree to which the remainder property will be affected by the taking. The proposed acquisition will reduce the subject parent tract by 13.5%, plus another 14% of the remainder will be encumbered with a new permanent utility easement for Duke Energy power poles and transmission lines. The remainder property, previously rural in character, will now front the new Wekiva Parkway, which will contain five lanes transitioning to six lanes near the remainder. The new road will be elevated between 11½ feet to 29 feet above the existing ground elevation. There will also be a retaining wall near the subject, with between 7.5 feet and 20 feet of exposed wall. The roadway construction will include parts of the new expressway, a large retaining wall, drainage swale, and lighted exit sign.

In addition to being generally affected by the elevated roadway, the taking of Parcel 807 will also impact a portion of the septic tank drainfield. As a result, the property is no longer operable or useful as a residential home site. Mr. John Speer of Speer Construction provided a "cost to cure" estimate to relocate the drainfield. Since the cost to cure would be higher than the remainder value, the appraiser concluded that the remaining improvements except for the perimeter fencing and gates should be razed. Mr. Speer estimated the cost of razing the improvements to be \$11,800.00. Thus, the highest and best use of the site will change as a result of the proposed acquisition, and will now be valued as vacant single-family residential property (as opposed to improved). The property, as vacant, will be adversely affected by the presence of the expressway. Mr. MacMillan analyzed data which showed a decrease in value ranging from 20% to 38% for properties adjacent to a limited access right of way. Based on this analysis, the appraiser concluded that the site will have a 35% diminution in value caused by proximity to the expressway. This creates severance damages in the amount of \$49,000.00 (\$13,600.00 for Parcel 107, and \$35,400.00 for Parcel 807, including the cost of demolition).

This results in a total compensation estimate by Richard MacMillan for Parcels 107 and 807 of **\$76,300.00**, as summarized below:

	<b>Parcel 107</b>	<b>Parcel 807</b>	<b>Total</b>
<b>Land</b>	\$ 7,100.00	\$ 6,300.00	\$13,400.00
<b>Improvements</b>	\$ 3,400.00	\$10,500.00	\$13,900.00
<b>Severance Damage</b>	\$13,600.00	\$35,400.00	\$49,000.00
<b>Total Compensation</b>	\$24,100.00	\$52,200.00	<b>\$76,300.00</b>

The Owner, Mr. Glen Revell, retained the services of appraiser Gary Pendergast from Florida Real Estate Analysts, Inc. Mr. Pendergast consulted with Ed Williams, of Williams Development Services, Inc., to assist in the highest and best use analysis and to identify damages that are a direct result of the taking. Mr. Pendergast concluded that the highest and best use of the property “as vacant” is for single-family residential use. The highest and best use “as improved” is for continued use of the residential and agricultural improvements. He estimated that the value of the land “as vacant” is \$78,400.00, based on a \$45,000.00 per acre land value (1.747 acres x \$45,000 per acre). This is based on his comparable sales analysis that considered four vacant land sales ranging in price from \$32,805.00 per acre to \$50,000.00 per acre. Mr. Pendergast estimated the value of the land “as-improved” to be \$110,000.00 before the taking, based on comparable sales that ranged in value from \$77,000.00 to \$120,000.00. Mr. Pendergast’s appraisal of the value of the improvements within the area of taking is nearly identical to CFX’s appraisal.

Mr. Pendergast analyzed the value of the property after the taking and, after relying on the cure estimates of Mr. Williams, similarly found that the highest and best use after the taking would be to demolish the existing improvements and market the property for residential use. Relying on the “after” analysis of Ed Williams, Mr. Pendergast damaged the remainder property by 50% because of proximity to the expressway, to yield \$29,300.00 in severance damages, plus an additional \$15,000.00 to demolish the improvements. This results in a total value for the part taken and damages of **\$95,700.00**, as summarized below:<sup>1</sup>

	<b>Parcel 107</b>	<b>Parcel 807</b>	<b>Total</b>
<b>Land</b>	\$10,600.00	\$ 9,400.00	\$20,000.00
<b>Improvements</b>	\$ 3,500.00	\$10,500.00	\$14,000.00
<b>Severance Damage*</b>	\$23,500.00	\$38,200.00	\$61,700.00
<b>Total Compensation</b>	\$37,600.00	\$58,100.00	<b>\$95,700.00</b>

<sup>1</sup>The severance damage allocation between Parcels 107 and 807 is approximate, since the landowner’s appraisal report did not separately allocate the amount of damages between Parcels 107 and 807 in the same manner as CFX’s appraisal report. The “total” severance damage amount is correct and straight from the landowner’s report.

## EXPERT AND ATTORNEY FEES:

Mr. Revell retained the appraisal services of Gary Pendergast, of Florida Real Estate Analysts, Inc. Mr. Pendergast submitted an invoice for 65.25 hours at \$180.00 per hour, for a total fee request of \$11,745.00. During negotiations, Mr. Pendergast agreed to accept \$9,980.00 for his services. CFX retained the services of Richard MacMillan, of The Appraisal Group of Central Florida, Inc. CFX compensated Mr. MacMillan a total of \$13,750.00 to appraise the subject property. Payment was based on a negotiated flat-fee whereby Mr. MacMillan also appraised several other properties in the same vicinity, and could spread out certain costs over several parcels. Mr. MacMillan was initially retained to appraise Parcel 107 only. Before the completion of the appraisal for Parcel 107, an easement (Parcel 807) was added to the Taking primarily for the purpose of relocating the utility poles. With the addition of Parcel 807, Mr. MacMillan was required to appraise the additional easement area, include it in his appraisal and update the appraisal to a current date of value. The total compensation paid to Mr. MacMillan includes payment for both Parcels 107 and 807.

Mr. Revell also retained the land planning services of Ed Williams, of Williams Development Services Inc. Mr. Williams submitted an invoice for 15 hours at \$250.00 per hour, for a total fee request of \$3,750.00. During negotiations, Mr. Williams agreed to accept \$3,200.00 for his services. Because of the proximity of the Property to the boundary of the City of Apopka and the complexity of potential developmental rights in the City as opposed to the County, CFX retained the services of Donald W. McIntosh Associates, Inc. ("DWMA") to prepare a Site Evaluation report. DWMA submitted invoices for approximately 150 hours of time ranging from \$85.00 to \$300.00 per hour and \$6.23 in reimbursable expenses. The total compensation paid to DWMA for its services was \$26,490.00.

Additionally, CFX retained the services of John Speer from Speer Construction, LLC to provide cost estimates for the items within the taking as well as a cost to cure the improvements on the remainder. CFX compensated Speer Construction, LLC an hourly rate of \$100.00 per hour for a total amount of \$1,600.00 for its services. The landowner did not have a corresponding expert invoice for this service.

Lastly, the landowner retained the legal services of Joe Hanratty, of the law firm of Forman Hanratty & Montgomery. Mr. Hanratty would be entitled to recover \$4,389.00 based on the standard "betterment" payment described in §73.092(1)(c), *Florida Statutes*, which provides for attorneys to receive 33% of the difference between the final written offer and the amount of the settlement or final judgment ( $\$89,600.00 - \$76,300.00 = \$13,300.00 \times .33 = \$4,389.00$ ). However, Mr. Hanratty agreed to accept \$3,236.00 for his services in this case.

Counsel has reviewed the rates, hours and amount sought by the owner's experts and paid to CFX's experts and believes them to be reasonable.



## SETTLEMENT PROPOSAL:

The parties have been participating in settlement negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcels 107/807 and expert fees and costs. The parties have conditionally agreed to the following settlement terms, subject to Right of Way Committee recommendation and final CFX Board approval:

<b>Total Settlement Proposal for Parcel 107/807</b>	
Glen M. Revell (landowner):	\$ 89,600.00
Gary Pendergast (appraiser):	9,980.00
Ed Williams (land planner):	3,200.00
Joe Hanratty (attorneys fees):	3,236.00
<b>Total</b>	<b>\$106,016.00</b>

In sum, CFX would pay compensation to the Owner, Glen M. Revell, \$89,600.00, less its good faith deposit of \$76,300.00, leaving a remaining balance of \$13,300.00 to be paid at this time. CFX would also pay statutory attorneys fees and expert fees in the total amount of \$16,416.00 in accordance with §73.092(1)(a) and §73.091(1), *Florida Statutes*.

In addition to the above settlement amount, the Owner is entitled to relocation benefits. The Owner has submitted a claim for \$1,800.00 in relocation benefits for the expense of having to relocate personal property out of the area of acquisition. This payment is in addition to any payment received as it relates to the acquisition.

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

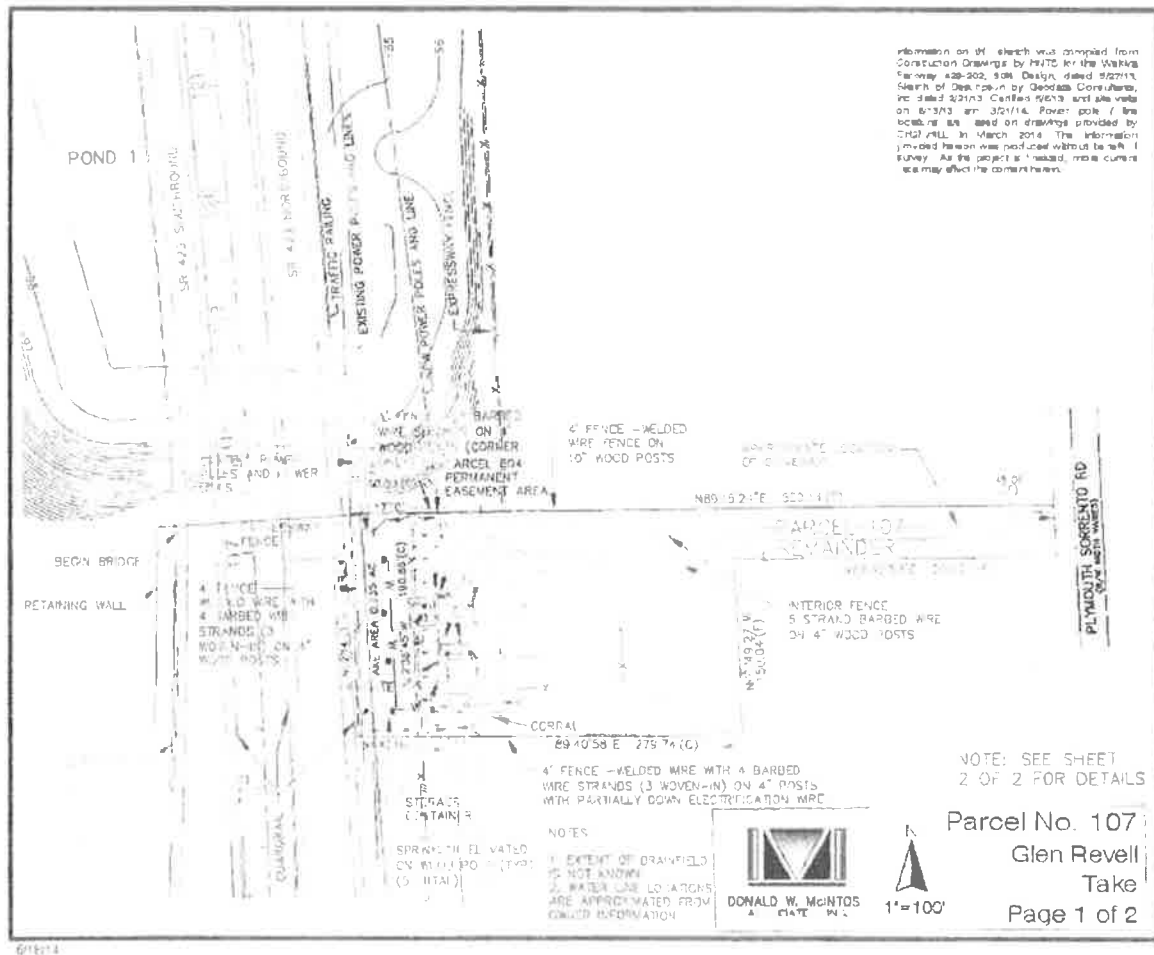
## RECOMMENDATION:

We respectfully request that the Right of Way Committee recommend CFX Board approval of the proposed settlement in the amount of \$106,016.00 in full settlement of all claims for compensation for the acquisition of Parcels 107/807.

## ATTACHMENTS:

- Exhibit A - Sketch of Subject Property
- Exhibit B - Map Depicting Location of Property

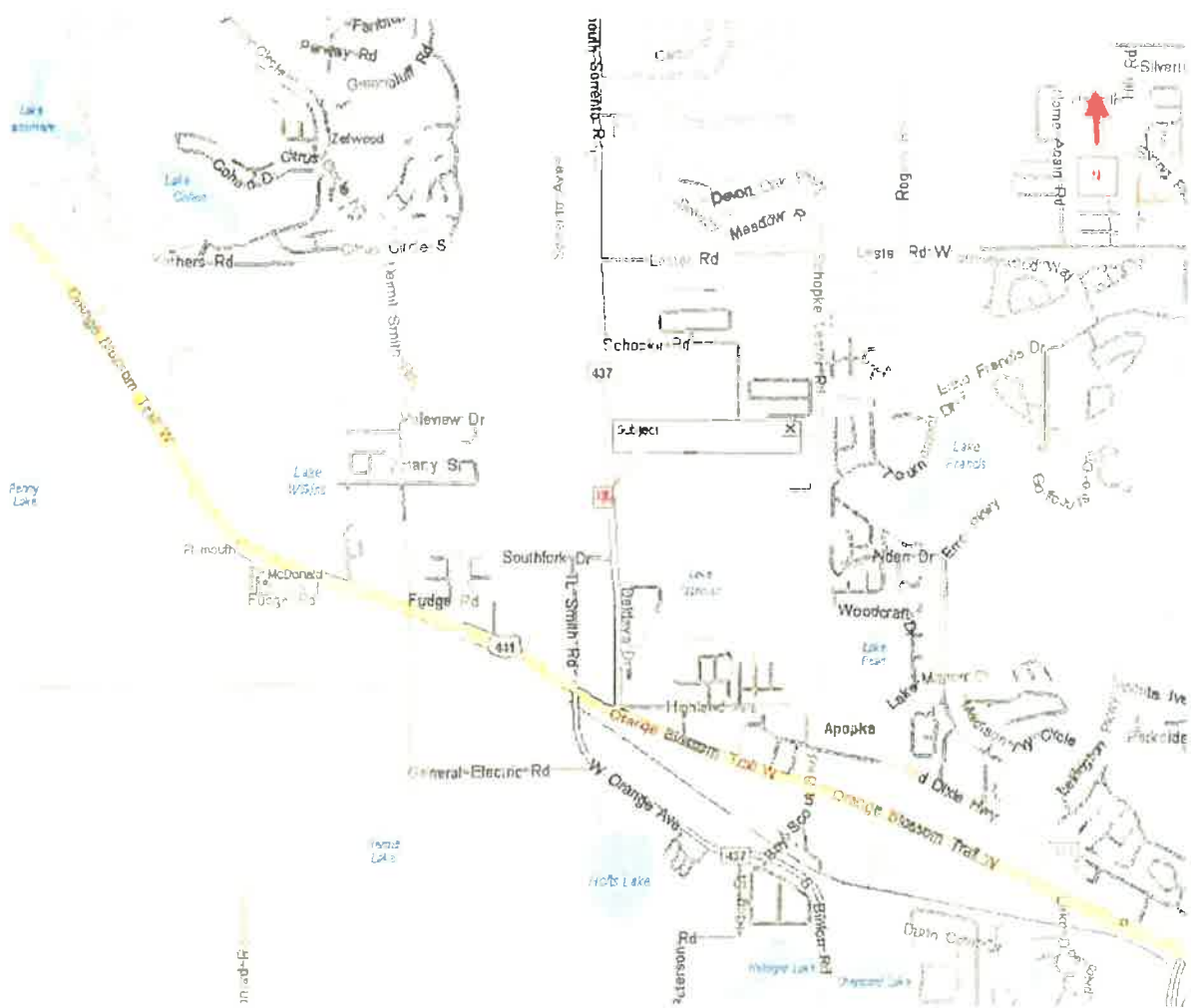
Sketch of parent tract and area of taking (1 of 2)



Sketch of parent tract and area of taking (2 of 2)



## Subject Location Map




# Tab J

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

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

**M E M O R A N D U M**

**To:** Central Florida Expressway Authority Right of Way Committee  
**From:** James Edward Cheek, III, Right of Way Counsel   
**Subject:** Addendum No. 1 to Utility Relocation Agreement between CFX and Duke Energy Florida, Inc. for relocation of Duke Energy's Transmission and Distribution Facilities for CFX Project 429-201 and Wekiva Parkway Project 429-202  
**Date:** March 17, 2015

---

This Committee's recommendation for Central Florida Expressway Authority Board approval of Addendum No. 1 to Utility Relocation Agreement ("Addendum") between Duke Energy Florida, Inc. ("Duke Energy") and the Central Florida Expressway Authority ("Authority") for relocation of Duke Energy's Transmission and Distribution facilities along the S.R. 429-201 and 429-202 corridor (the "Project") is sought. A copy of the proposed Addendum is attached for your review.

**BACKGROUND**

As presented to this Committee in connection with its previous approval of the Utility Relocation Agreement, the design and construction of the Project require the relocation of a portion of Duke Energy's transmission and distribution facilities located within or near the Authority's limited access right-of-way line for S.R. 429-201 and 429-202. The purpose of the Utility Relocation Agreement is to facilitate the relocation, identify the reimbursable expenses of Duke Energy, and coordinate the construction responsibilities of Duke Energy as it relates to the Authority's construction schedule for the Project.

When Duke Energy's facilities that must be relocated for the Project are located in a valid identifiable easement, the Authority is required to pay for the acquisition of replacement easements, as well as the relocation of these facilities. In the present circumstances, a portion of Duke Energy's transmission facilities are not located within an identifiable easement. Although Duke Energy asserts prescriptive rights for such facilities, the Authority argues that payment for the acquisition of replacement easement rights in areas where Duke Energy does not hold identifiable easements should be limited to compensation for the value of the prescriptive right. Duke Energy has therefore agreed to pay for 35% of the acquisition costs associated with replacement easements for its transmission facilities. This percentage is based on the area where

Duke Energy owns identifiable easement rights versus where it claims prescriptive rights. The Authority is otherwise responsible for reimbursing Duke Energy for its relocation costs associated with the Project. These relocation costs include engineering costs, construction costs, materials, labor, equipment, etc.

The Utility Relocation Agreement identifies Duke's reimbursable cost estimates for both the transmission and distribution facilities. The Authority will be responsible for its share of the actual costs associated with the relocation, as identified in the agreement.

After the Utility Relocation Agreement was submitted for approval, Duke Energy determined that an additional transmission pole needed to be relocated. After verification by the Authority's consultants, the Addendum was drafted to address the additional pole relocation. The addendum also revises the Utility Relocation Agreement to clarify the elements of engineering analysis to be done for transmission relocation, and further states the actual (as opposed to estimated) date that relocation activities began.

#### **REQUESTED ACTION**

It is respectfully requested that the Right of Way Committee recommend that the Board members (1) approve the terms of Addendum No. 1 to Utility Relocation Agreement between Duke Energy and the Authority; and (2) authorize the Executive Director to execute the Addendum No. 1 to Utility Relocation Agreement following satisfactory review by legal counsel.

#### **ATTACHMENT**

Addendum No. 1 to Utility Relocation Agreement with Exhibits



Prepared By and Return to:  
James Edward Cheek, III  
Winderweedle, Haines, Ward &  
Woodman, P.A.  
P.O. Box 880  
Winter Park, Florida 32790-0880

### **ADDENDUM NO. 1 TO UTILITY RELOCATION AGREEMENT**

This Addendum No. 1 to Utility Relocation Agreement ("Addendum") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between the Central Florida Expressway Authority, a body politic and corporate, and an agency of the state, under the laws of the State of Florida ("CFX"), and Duke Energy Florida, Inc. d/b/a Duke Energy ("Duke Energy").

### **RECITALS**

WHEREAS, CFX and Duke Energy have previously agreed to the terms of a Utility Relocation Agreement related to the areas and expenses of relocation of certain utilities in the S.R. 429-201 and S.R. 429-202 corridor; and

WHEREAS, after CFX and Duke Energy agreed to the language of the Utility Relocation Agreement, it was determined that an additional Duke Energy Transmission pole, identified as EP 354, would also need to be relocated, and the parties desire to have their written agreement include the relocation of EP 354 and the easement needed for the relocated EP 354; and

WHEREAS, CFX and Duke Energy wish to agree to refine the language of the Utility Relocation Agreement to more closely describe the engineering analysis to be done for Duke Energy's transmission facilities; and

WHEREAS, CFX and Duke Energy further agree that the language of the Utility Relocation Agreement accurately reflect the date on which relocation construction activities actually began as contemplated; and

WHEREAS, the parties agree that this Addendum, together with the Utility Relocation Agreement ("Agreement") dated \_\_\_\_\_, 2015, sets forth all terms, conditions, provisions and obligations of the parties and supersedes any earlier agreements, writings or other arrangements as to the matters within its scope. In the event of a conflict or inconsistency between the Agreement (including any exhibits or attachments thereto) and this Addendum, the terms, conditions and provisions of this Addendum shall govern and control. Except as otherwise set forth below, all other terms, conditions and provisions of the Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, CFX and Duke Energy agree as follows:

1. The recitals above are reaffirmed and incorporated herein by reference.
2. Paragraphs 2a., 2c. and 2h. of the Utility Relocation Agreement shall be and hereby are amended to read as follows:

**Paragraph 2a. shall be revised to read:**

The engineering analysis and preparation of engineering plans for the relocation or adjustment of the existing overhead Duke Energy transmission facilities within the limits of the S.R. 429, CFX Project 429-201 and Wekiva Parkway Project 429-202, which shall include the relocation of portions of the Eustis-Plymouth 69kV transmission poles EP 333, 353, 354 and 359 thru 372.

**Paragraph 2c. shall be revised to read:**

The engineering analysis for Duke Energy's transmission facilities will also include soil borings, soil thermal properties and subsurface utility exploration.

**Paragraph 2h. shall be revised to read:**

The performance of the relocation construction activities scoped under this Agreement. The relocation construction activities scoped under this Agreement will start March \_\_\_, 2015 and will be performed in accordance with the Utility Work Schedules attached hereto as Exhibit "C."<sup>1</sup>

3. The legal description for the easement associated with EP 354 is attached hereto as Exhibit "1."

**[SIGNATURE PAGE FOLLOWS]**

---

<sup>1</sup> Exhibit C has been revised to include an updated Utility Work Schedule for Distribution. The Utility Work Schedules attached to this Addendum as Exhibit C will replace the Utility Work Schedules attached to the Agreement.

DUKE ENERGY FLORIDA, INC. d/b/a DUKE ENERGY

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

Print name: \_\_\_\_\_

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

Print name: \_\_\_\_\_

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

Prepared and Approved By:

\_\_\_\_\_

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

Received By:

\_\_\_\_\_

General Counsel

PARCEL ID: 282106717215070

DESCRIPTION: UTILITY EASEMENT

A PARCEL OF LAND LYING WITHIN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA, SAID PARCEL ALSO BEING A PORTION OF LOT 7, BLOCK O OF MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 AND 18, ORANGE COUNTY, FLORIDA RECORDS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**BEGIN** AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THENCE NORTH 03°35'44" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 148.28 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°54'59" EAST, A DISTANCE OF 75.14 FEET; THENCE SOUTH 03°35'44" EAST, A DISTANCE OF 148.28 FEET, TO THE SOUTH LINE OF LOT 7, BLOCK O; THENCE SOUTH 89°54'59" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 75.14 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 0.241 ACRES, MORE OR LESS.


NOTES:

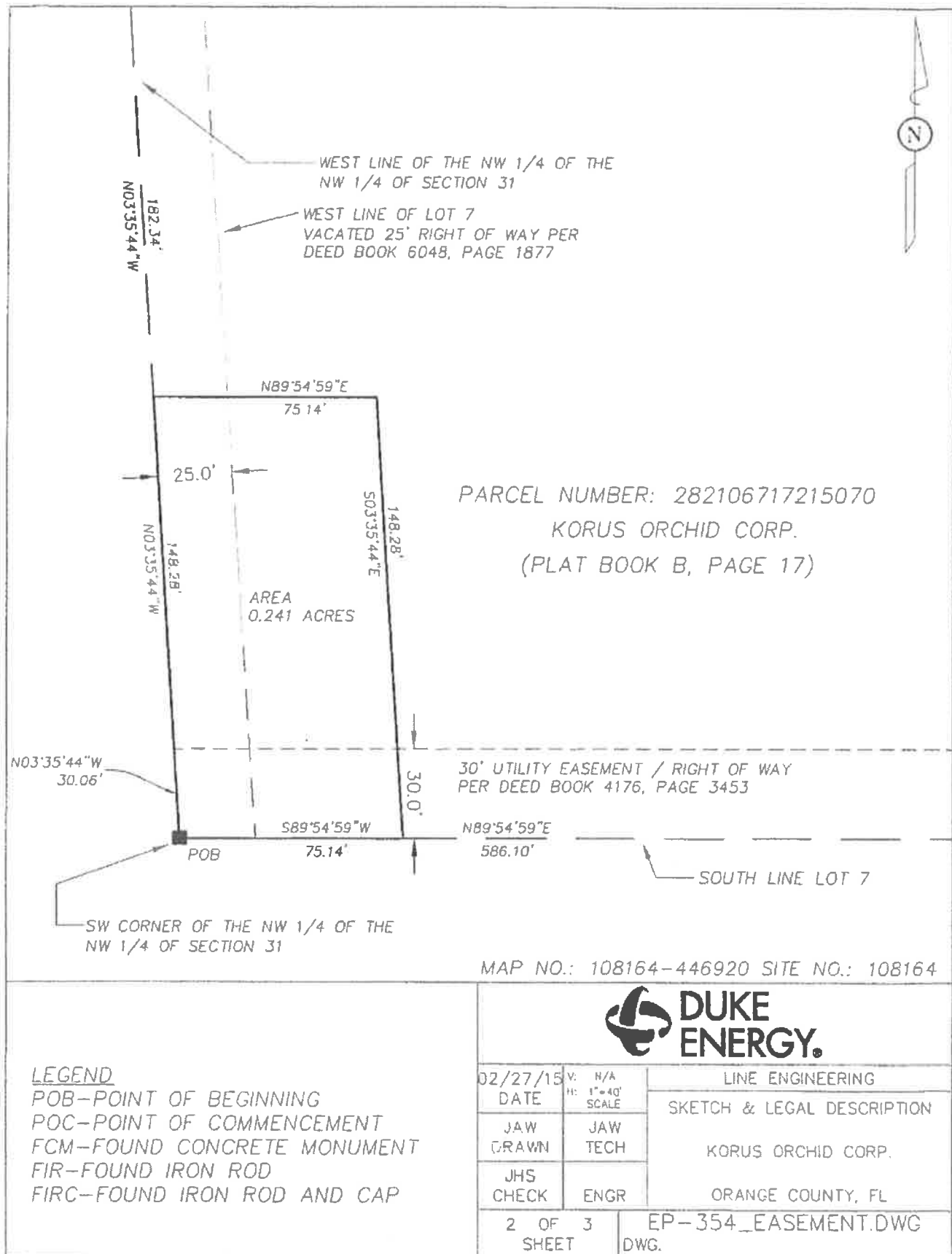
1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983, CORS 1996.
2. NO ABSTRACT OR TITLE SEARCH WAS PERFORMED BY ESP ASSOCIATES, P.A., THERE MAY BE OTHER MATTERS OF PUBLIC RECORD THAT AFFECT OWNERSHIP AND/OR RIGHTS.
3. THIS IS NOT A SURVEY.
4. REFERENCE: ORANGE COUNTY OFFICIAL RECORDS PLAT BOOK B, PAGE 17

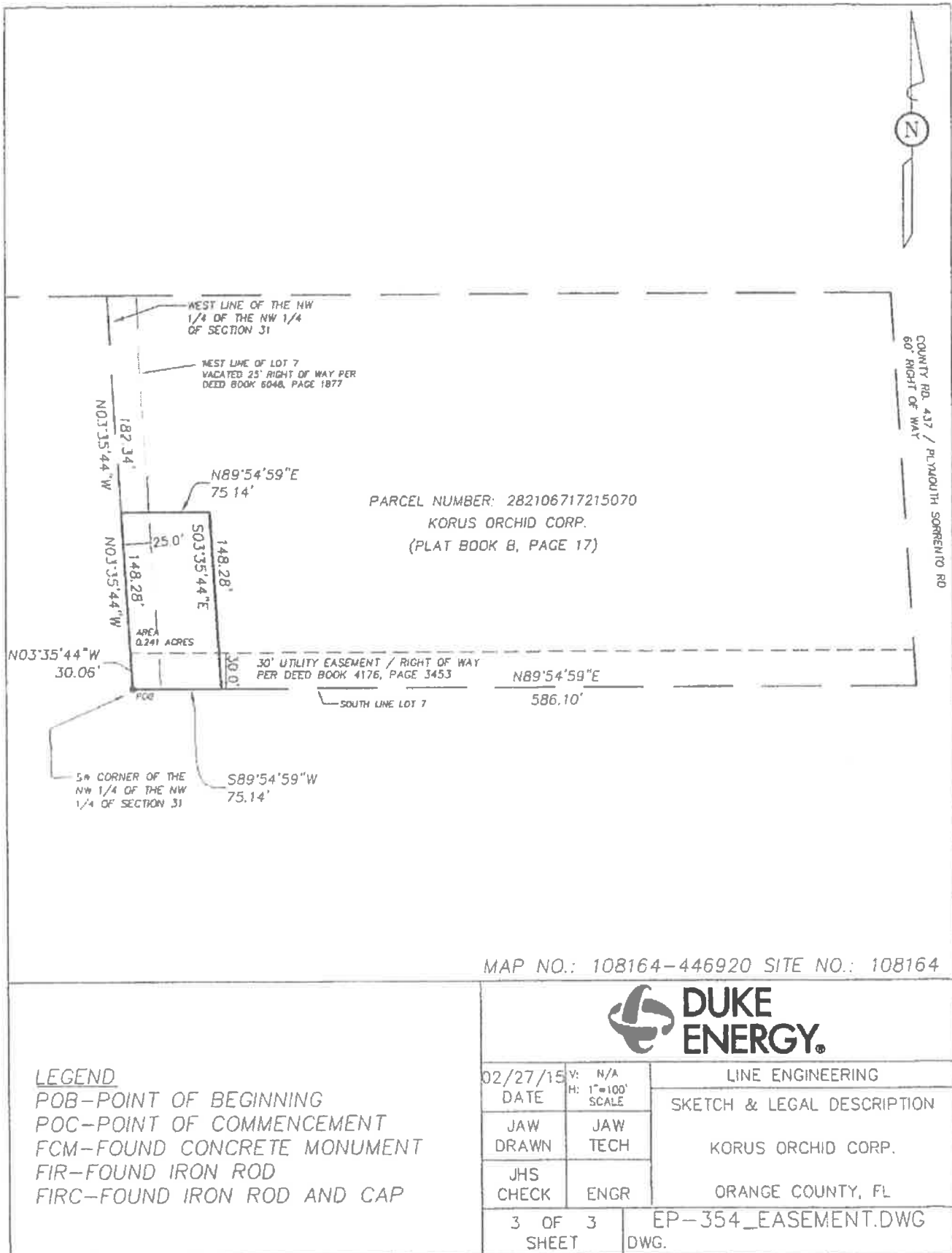
  
JEFFREY H. SPOTA  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. LS 5793

PREPARED BY:  
ESP ASSOCIATES, P.A.  
5455 W. WATERS AVE. STE 210  
TAMPA, FL 33634  
CERTIFICATE OF AUTHORIZATION NO. LB 7343

MAP NO.: 108164-446920 SITE NO.: 108164

 <b>DUKE ENERGY.</b>		
02/27/15 DATE	V. N/A H. 1"=40' SCALE	LINE ENGINEERING
JAW DRAWN	JAW TECH	SKETCH & LEGAL DESCRIPTION
JHS CHECK	ENGR	KORUS ORCHID CORP.
1 OF 3 SHEET		ORANGE COUNTY, FL
		EP-354_EASEMENT.DWG DWG.





# **Duke Energy Distribution**



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
UTILITY WORK SCHEDULE

UTILITIES  
2/26/2015  
Page 1 of 13

Project Title: Wekiva Parkway, 429-202		County Road Number	
State Road No: 429		City Road	
		Project No: 429-202	
UTILITY AGENCY/OWNER (UAO): Duke Energy Florida, Inc. (Distribution)			
A.	Summary of Utility Work and Execution		

NON-CONSTRUCTION ITEMS	ESTIMATED CALENDAR DAYS	CONSTRUCTION ITEMS	ESTIMATED CALENDAR DAYS
Preliminary	60	Prior to CFX Project Construction	0
Material Procurement	30	During CFX Project Construction	302
Right-of-way Acquisition		Total	302
Other	30		
Total	120		



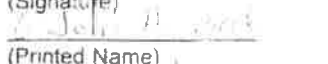
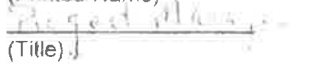
This document has been developed as a method for a Utility Agency/Owner (UAO) to transmit to the Central Florida Expressway Authority, the Highway Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this CFX project. The following data is based on CFX preliminary construction plans dated February 2014. Any deviation by the CFX or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by the CFX of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the CFX in writing prior to starting, stopping, resuming, or completing work.

During the project, the UAO shall locate their facilities within 48 hours of notice to their Representative Douglas Buxton Telephone Number, 863-241-8865

This UAO's Field Representative is BOB BIBIK Telephone Number, 863-241-3940

This document is a printout of an CFX form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changed reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document."

No changes to forms document  
Appendix "Changes to Forms Document" is attached \_\_\_\_\_ Number of Attachment Pages

<b>Authorized Utility Agent:</b>  (Signature) Douglas Buxton (Printed Name) Project Manager (Title)	2/26/2015	<b>Acceptance by CFX:</b>  (Signature)  (Printed Name)  (Title)	2/26/15 (Date)
--	-----------	---	-------------------

Project Title: Wekiva Parkway, 429-202		County Road Number
State Road No: 429		City Road
		Project No: 429-202
<b>UTILITY AGENCY/OWNER (UAO): Duke Energy Distribution of Florida, Inc. (Distribution)</b>		
B.	<b>Special Conditions / Constraints</b>	
1	Facilities locates to be done through State One Cal of Florida (1-800-423-4770). Duke Energy Distribution Corporation locates are done by Central Locate Services (352-343-8770)	
2	Any bracing or holding of this UAO's poles will require 10 days advance written notice via email to Michael.Edkin@pgnmail.com and will be pending the availability of resources (equipment and workforce). Holding/bracing of poles may not be possible at all locations due to truck accessibility with regards to the proposed slope change.	
3	The CFX or its' contractor to provide in areas immediately adjacent to construction cleared, grubbed, staked and finished grade staked, as well as stationing as required for, and prior to, installation of Duke Energy Distribution facilities (final grade stakes will not be needed when final grade is within 1ft of natural ground). This would include all work prior to road construction. Stakes with finished grade, proposed structures and centerline of proposed pipes (with inverse) required, as described on the dependent activities, prior to start of Duke Energy Distribution Distribution work.	
4	In most cases when Joint-Use tenants (CATV/phone/fiber/etc) are underbuilt to Duke Energy Distribution facilities, the poles will be topped (above the joint user) when the distribution activities are complete. The pole(s) will be removed within 30 days of contact by either the Joint-User, CFX, and/or its roadway contractor that the Joint-users activities are complete.	
5	Duke Energy Distribution requires 120 days from the start of construction by the road contractor to design and schedule work, secure construction resources and receive material required for the project. These additional days have been added to the NON CONSRUCTION ITEMS .	
6	All normal relocation activities performed by this utility will be done during its regular working hours. No night time relocation activities involving energized conductors will be performed, with the exception of outage restoration or other such emergency work.	
7	All new electric service rquired by CFX or its contractor will be required to conform to this UAO's "Requirements for Electric Services and Meter Installation" (latest edition).	
9	Duke Energy Distribution requires approved CFX permit 6 weeks prior to start of construction.	
10	Work estimated in "Consecutive Calendar Days" are assumed to be non-inclement weather days. Duke Energy Distribution's resources can also be affected by weather not directly contacting the Central Florida region as the company supplies support to other utility companies in surrounding areas and states.	
11	Per OSHA standards, Road Contractor may not work within 10' of energized conductors. Duke Energy Distribution WILL NOT cover energized lines to allow contractor to encroach on the 10' limit.	

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
UTILITY WORK SCHEDULE

UTILITIES  
2/24/2015  
Page 3 of 12

Project Title: Wekiva Parkway, 429-202		County Road Number		
State Road No: 429		City Road		
		Project No: 429-202		
UTILITY AGENCY/OWNER (UAO): DUKE Energy of Florida, Inc. (Distribution)				
C.	Disposition of Facilities (List All Existing & Proposed) on Project:			
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFF SET TO BASELINE FROM	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUTIVE CALENDAR DAYS
SR 429				
FROM 95+00 171' RT. TO 98+00 171' RT.  ALL DUKE ENERGY 12,470v DISTRIBUTION TRANSMISSION UNDERBUILT FACILITIES	TO REMAIN	N/A	N/A	N/A
AT 97+38, 171' RT.  WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES	PH 1	1
FROM 98+00 171' RT. TO 125+13 131' RT.  ALL DUKE ENERGY 12,470v DISTRIBUTION TRANSMISSION UNDERBUILT FACILITIES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH I	28
AT 101+35, 120' RT.  WOOD POLE & APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED	PH I	1
FROM 101+35, 120' RT. TO 101+64 150' RT.  120/240V O.E. & B.E. DISTRIBUTION LINE AND APPURTENANCES	O.E. TO BE REMOVED, B.E. EQUIPMENT & APPURTENANCES TO REMOVED, CONDUCTOR TO BE PLACED OUT OF SERVICE IN PLACE	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED	PH 1	1

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
UTILITY WORK SCHEDULE**

UTILITIES  
2/24/2015  
Page 4 of 12

AT 105+22, 215' LT.  WOOD POLE & APPURTENANCES	TO REMAIN	N/A	N/A	N/A
AT 105+60, 195' RT.  WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED	PH 1	1
AT 105+60, 195' RT. TO 105+64 208' LT.  12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT W/6" PVC CONDUIT@ A MINIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	14
AT 105+60, 195' RT. TO 105+64, 208' LT.  12,470V & 120/240V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
AT 105+60, 230' LT.  WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED	PH 1	1
FROM 104+83, 195' LT. TO 105+43, 215' LT.  12,470V & 120/240V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED	PH 1	1

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
UTILITY WORK SCHEDULE

UTILITIES  
2/24/2015  
Page 5 of 12

FROM 105+60, 232' LT. TO 108+06, 235' LT.  12,470V & 120/240V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED, EASEMENTS EXECUTED AS REQUIRED	PH 1	3
FROM 105+60, 215 LT. TO 108+53, 220 LT.  12,470V & 120/240V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
FROM 115+22, 180' RT. TO 118+15, LA R/W+ 1' RT.  12,470V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	3
AT 124+68, LA R/W +1' RT.  WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED	PH 1	1
FROM 124+73, 126' RT. TO 124+68, LA R/W+ 1' RT.  120/240V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	1

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
UTILITY WORK SCHEDULE

UTILITIES  
2/24/2015  
Page 6 of 12

FROM 125+25, 142' RT. TO 125+65, R/W+ 1' LT.  120/240V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	1
FROM 125+25, R/W+1' RT. TO 125+25, R/W+ 1' LT.  12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT W/6" PVC CONDUIT@ A MINIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	14
FROM 137+95, 240+ RT. TO 138+85, LA R/W+ 1' LT.  120/240V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	1
FROM 137+95, 240' RT. TO 138+14, R/W+ 1' LT.  12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT W/6" PVC CONDUIT@ A MINIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	14
FROM 149+68, 01' RT. TO 151+95, 01' RT.  12,470V B.E. CONDUCTOR	TO BE REMOVED	LOCATES, PERMITS, REPLACEMENT FACILITES ENERGIZED, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED	PH 1	1

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
UTILITY WORK SCHEDULE

UTILITIES  
2/24/2015  
Page 7 of 12

FROM 152+30, 125' RT. TO 153+43, 145' RT.  12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
FROM 152+75, 170' LT. TO 157+03, 45' RT.  12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
FROM 179+23, 55' RT. TO 181+35, LA R/W +1' RT.  12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
FROM 202+99, 24' LT. TO 205+90, LA R/W + RT.  12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
AT 205+90, 195' LT.  WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED	PH 1	1



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
UTILITY WORK SCHEDULE

UTILITIES  
2/24/2015  
Page 8 of 12

AT 205+90, 215' RT.  WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED	PH 1	1
AT 205+90, 195' LT.  WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED	PH 1	1
FROM 205+90, 195' LT. TO 205+90, 220' RT.  12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
FROM 205+90, 195' LT. TO 205+90, 220' RT.  12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 6" PVC CONDUIT W/6" PVC CONDUIT@ A MINIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	14
FROM 205+90, 105' RT. TO 205+55, 155' RT.  12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
UTILITY WORK SCHEDULE

UTILITIES  
2/24/2015  
Page 9 of 12

FROM 205+90, 180' LT. TO 211+42, 143' LT.  12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
FROM 205+90, 217' LT. TO 209+83, 188' LT.  12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, LA R/W STAKED	PH 1	3
FROM 212+82, R/W +1' LT. TO 213+95, 05' RT., 02' RT.  12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED, EASEMENTS EXECUTED AS REQUIRED	PH 1	2
CONNECTOR ROAD				
FROM 66+02, 177' LT. TO 71+90, 130' LT.  12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 6" PVC CONDUIT WITH 6" PVC SPARE CONDUIT@ A MINIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	15

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
UTILITY WORK SCHEDULE

UTILITIES  
2/24/2015  
Page 10 of 12

STANTON RIDGE				
FROM 126+90 133' LT. TO 138+53, 77' LT.  ALL 12,470 & 120/240 B.E. CONDUCTOR & APPURTENANCES WITHIN STANTON RIDGE SUBDIVISON WITHIN LA R/W	ALL APPURTENANCES TO REMOVED, CONDUCTOR TO BE REMOVED OR PLACED OUT OF SERVICE IN PLACE	N/A	N/A	30
FROM C/L CONST. SR 429 118+15, LA R/W +1' LT. TO C/L KIOWA AVE 101+00, 87' LT.  12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 2" PVC CONDUIT @ A MINIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	30
FROM C/L KIOWA AVE 101+80, 15' LT. TO C/L KIOWA AVE 114+95, 243' LT.  12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" PVC CONDUIT @ A MINIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	30
BELGIAN ST				
FROM 61+42, 33' LT. TO 65+75, 30' LT.  12,470 B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT @ A MINIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	14
FROM 59+35, 33' LT. & 25' RT. TO 61+42, 33' LT. & 25' RT 120/240 B.E. CONDUCTOR	APPURTENANCES TO REMOVED, CONDUCTOR TO BE PLACED OUT OF SERVICE IN PLACE	LOCATES, PERMITS	PH 1	5
FROM 61+42, 27' LT. & 27' RT. TO 65+75, 27' LT. & 27' RT. 12,470 B.E. CONDUCTOR	TO REMAIN	N/A	N/A	0

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
UTILITY WORK SCHEDULE

UTILITIES  
2/24/2015  
Page 11 of 12

YOTHERS RD				
FROM 117+20, 17' LT. TO 118+52, 17' LT.  12,470V & 120/240v O.E & APPURTENANCES	TO REMAIN	N/A	N/A	N/A
AT 117+44, 17' LT.  WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	1
AT 117+60, 17' LT.  WOOD POLE & APPURTENANCES	TO BE INSTALLED	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	1
FROM 118+52, 17' LT. TO 118+95 17' LT.  12,470V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS	PH 1	1
FROM 117+44, 17' LT. TO 119+05, 145' RT.  12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT @ A MINIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	7
FROM 117+44, 17' LT. TO 118+70, 25' RT.  12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT @ A MINIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	7

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
UTILITY WORK SCHEDULE

UTILITIES  
2/24/2015  
Page 12 of 12

FROM 117+60, 17' LT. TO 125+98, 22' RT.  12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 6" PVC CONDUIT W/2 6" SPARE PVC CONDUITS @ A MINIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	21
FROM 119+05, 145' RT. TO 124+77 23' RT.  12,470V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS	PH 1	5
FROM 119+95 17' LT. TO 119+95 27' RT.  12,470V O.E. DISTRIBUTION LINE AND APPURTENANCES	TO BE REMOVED	LOCATES, PERMITS, JOINT USE TENANTS	PH 1	1
FROM 124+77, 23' RT. TO 131+50, 23' RT. 12,470V O.E. & APPURTENANCES	TO REMAIN	N/A	N/A	N/A
ACCESS ROAD				
FROM 214+23, 27' LT. TO 200+45, 20' RT.  12,470V B.E. CONDUCTOR	TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT @ A MINIMUM DEPTH OF 36"	LOCATES, PERMITS, R/W & GRADE STAKED	PH 1	7

# **Duke Energy Transmission**

**Orlando Orange County Expressway Authority  
UTILITY WORK SCHEDULE**

Project Title: <u>Wekiva Parkway, 429-202</u>		County Road Number: <u>n/a</u>	
State Road No.: <u>429</u>		City Road: <u>n/a</u>	
		Project Number: <u>429-202</u>	
<b>UTILITY AGENCY/OWNER (UAO): Duke Energy - Transmission</b>			
<b>A.</b>	<b>Summary of Utility Work and Execution</b>		
<u>NON-CONSTRUCTION ITEMS</u>	<u>ESTIMATED CALENDAR DAYS</u>	<u>CONSTRUCTION ITEMS</u>	<u>ESTIMATED CALENDAR DAYS</u>
Preliminary	<u>90</u>	Prior to OOCEA Project Construction	<u>0</u>
Material Procurement	<u>120</u>	During OOCEA Project Construction	<u>42</u>
Right-of-Way Acquisition	<u>-</u>	Total	<u>42</u>
Other	<u>60</u>		
<b>Total</b>	<b><u>270</u></b>		

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the Orlando-Orange County Expressway Authority, the Highway Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this OOCEA project. The following data is based on OOCEA 100% preliminary design plans dated 2/28/2014. Any deviation by the OOCEA or its Contractor from the plans, as provided, may render this work schedule null and void. Upon notification by OOCEA of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the OOCEA in writing prior to starting, stopping, resuming, or completing work.

During the project, the UAO shall locate their facilities within 48 hours of notice to their

Representative Ed Burkot, Telephone Number (407) 942-9453.

This UAO's Field Representative is Luis Huerfano, Telephone Number (407)-942-9683.

This document is a printout of an OOCEA form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".

☒ No changes to forms document.

☐ Appendix "Changes to Forms Document" is attached. ☐ Number of Attachment Pages: \_\_\_\_\_

<p><b>Authorized Utility Agent:</b></p> <p><u>Ed Burkot</u>      <u>5-30-2014</u></p> <p>(Signature)      (Date)</p> <p><u>Ed Burkot</u></p> <p>(Printed Name)</p> <p><u>Senior Engineer</u></p> <p>(Title)</p>	<p><b>Acceptance by OOCEA</b></p> <p><u>[Signature]</u>      <u>10/17/14</u></p> <p>(Signature)      (Date)</p> <p><u>G. John Hornbush</u></p> <p>(Printed Name)</p> <p><u>Project Manager</u></p> <p>(Title)</p>
---	---

K:\CONST\DOCUMENTS\UWS WPD

**Orlando Orange County Expressway Authority  
UTILITY WORK SCHEDULE**

Project Title: Wekiva Parkway	County Road Number:
State Road No.: 429	City Road:
Project Number: 429-202	
<b>UTILITY AGENCY/OWNER (UAO): Duke Energy - Transmission</b>	
<b>B.</b>	<b>Special Conditions / Constraints</b>
<p>1) Notifications to DUKE ENERGY-TRANSMISSION:</p> <p>a. Any temporary bracing or holding of DUKE ENERGY-TRANSMISSION poles—existing, temporary or new (not in service)—required for OOCEA construction will require 30-working-days' advance notice to the DUKE ENERGY-TRANSMISSION Field Representative. Also, when OOCEA roadway contractor is excavating near or around DUKE ENERGY-TRANSMISSION facilities, they shall send notification to the UAO Field representative to arrange for a field meeting, and evaluation of work procedures.</p> <p>b. When requesting outages, the OOCEA and their roadway contractor must follow the following guidelines:</p> <p>i. DUKE Energy Transmission requires 21-days' lead time for any requested outage for any transmission line; total, start-to-finish, duration for each requested outage is required, along with daily time frames.</p> <p>ii. In cases where multiple transmission lines are impacted by the project, DUKE ENERGY-TRANSMISSION will only allow one circuit out of service at any given time.</p> <p>iii. If at any time a de-energized line will need to be placed back into service, such as a system emergency (e.g. hurricane, loss of another transmission line, and/or extreme load, etc.) DUKE ENERGY-TRANSMISSION will ask the roadway contractor, within a two-hour period, to shut down any construction that would restrict DUKE ENERGY-TRANSMISSION construction crews from placing the de-energized line back into service.</p> <p>iv. Typically, any de-energizing of any DUKE ENERGY-TRANSMISSION lines can only occur during the following time periods: October 1st to November 15th, and March 1st to April 15th. Any additional required de-energized time periods needed throughout the project will need to be coordinated with either the UAO Field or Project Representative.</p> <p>v. De-energized time periods can NOT exceed a two week duration; a new request is required if additional outage time is needed.</p> <p>vi. DUKE ENERGY-TRANSMISSION can NOT guarantee that the roadway contractor will get the approval for the outage; it is the roadway contractor's responsibility to follow up with the UAO Field representative. If for any reason the outage was approved but can't be accomplished, then DET will reserve the right to cancel the outage with 2-hours' notice in advance.</p> <p>2) When doing any work or task under or near any DET facilities, all equipment shall be properly grounded.</p> <p>3) All proposed structures are to be placed so that there will be no encroachment into the OSHA-determined buffer zone(s) of any existing DET conductors.</p> <p>4) Any relocation of existing or proposed DET facilities that are required to accommodate roadway construction will require notice sufficient to cover analysis, design, material logistics &amp; mobilization/demobilization.</p> <p>5) Upon completion of any or all of this utility's relocations—as described in this approved Utility Work Schedule—any additional relocation of this utility's newly installed system that is required due to deviation by the OOCEA or its roadway contractor from the plans as provided to this utility will be done at the expense of the OOCEA. Upon notification of such change, this utility will proceed with the design and construction of the additional relocation within the standard work schedule of this utility.</p> <p>6) The OOCEA roadway contractor is prohibited from stacking material (soils, fill dirt, gravel, etc.) under or near energized overhead power lines.</p> <p>7) When the OOCEA roadway contractor is excavating around DUKE ENERGY-TRANSMISSION facilities, they shall provide at least a 15-foot horizontal clearance to the facility; if this cannot be met, a notification must be sent to the UAO Field representative to arrange for a field meeting.</p> <p>8) Existing light pole shown on sheet L-12, at approximately Connector Road station 66+25 R30, to be removed or relocated at least 10' east. Also, proposed light pole at approximately Connector Road station 66+70 L65 to be relocated at least 10' east.</p> <p>9) Relocation of transmission structures require an easement to be obtained by the OOCEA from the connector road at the south to approximately station 124+80, as shown on DUKE ENERGY-TRANSMISSION RGB markups of roadway design plans.</p> <p>10) All DUKE ENERGY-TRANSMISSION line relocations described on this document will be done with one mobilization of construction crew and is dependent upon completion of the obtaining of easements described in Special condition number 9 above by the OOCEA, on ability to obtain soil borings for affected structures, and on clearing and grubbing of easements described in Special Condition number 9 above by the OOCEA or its contractor. Completion of the relocation of DUKE ENERGY-TRANSMISSION facilities described herein require at a minimum 6 months of time after the ability to obtain soil borings (permission of landowner and cleared route to soil boring sites), and at a minimum of 3 months after obtaining all easements and the clearing and grubbing of those easements, if soil borings have been obtained at least 3 months prior to obtaining easements.</p> <p>11) Proposed 12' wide stabilized pond access road, at approximately 125+20 R85 to 134+80 R230, to be redesigned out of DUKE ENERGY-TRANSMISSION easement. Also, proposed 8 inch PVC RWM and 6 inch PVC FM in this same area to be redesigned out of DUKE ENERGY-TRANSMISSION easement.</p>	

K:\CONST\DOCUMENT\UWS.WPD



**Orlando Orange County Expressway Authority  
UTILITY WORK SCHEDULE**

Project Title: Wekiva Parkway		County Road Number:		
State Road No.: 429		City Road:		
		Project Number: 429-202		
<b>UTILITY AGENCY/OWNER (UAO): Duke Energy-Transmission</b>				
<b>C.</b>	<b>Disposition of Facilities (List All Existing &amp; Proposed) on Project:</b>			
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUTIVE CALENDAR DAYS
91+46 R178; EP-376; 75' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
93+52 R173; EP-375; 75' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
95+47 R175; EP-374; 75' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
97+52 R170; EP-373; 75' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
98+20 R170; EP-366	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
99+80 R163; EP-372; 65' ST; EMBEDDED 20'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
101+09 R235; EP-365	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
101+65 R151; EP-371; 80' ST ; EMBEDDED 15'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
103+58 R140; EP-370; 75' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1

K:\CONST\DOCUMENT\UWS.WPD

**Orlando Orange County Expressway Authority  
UTILITY WORK SCHEDULE**

Project Title: Wekiva Parkway		County Road Number:		
State Road No.: 429		City Road:		
		Project Number: 429-202		
UTILITY AGENCY/OWNER (UAO): Duke Energy-Transmission				
104+91 R233; EP-364	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
105+57 R129; EP-369 75' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
107+49 R119; EP-368; 80' ST; EMBEDDED 16'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
108+97 R174; EP-363	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
109+64 R108; EP-367; 75' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
111+48 R99; EP-366; 80' ST; EMBEDDED 15'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
113+02 R170; EP-362	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
113+66 R91; EP-365; 80' ST; EMBEDDED 15'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
115+63 R90; EP-364; 75' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
117+03 R164; EP-361	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
117+89 R93; EP-363; 75' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1

K:\CONST\DOCUMENT\UWS.WPD

**Orlando Orange County Expressway Authority  
UTILITY WORK SCHEDULE**

Project Title: Wekiva Parkway		County Road Number:		
State Road No.: 429		City Road:		
		Project Number: 429-202		
UTILITY AGENCY/OWNER (UAO): Duke Energy-Transmission				
120+31 R101; EP-362; 75' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
122+32 R109; EP-361; 75' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
124+26 R122; EP-360; 80' ST; EMBEDDED 16'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
124+60 R127; EP-360	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
126+27 R138; EP-359; 75' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
126+47 R140; EP-359	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
129+02 R169; EP-358; 80' ST; EMBEDDED 16'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
131+66 R200; EP-357; 80' ST; EMBEDDED 16'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
134+30 R242; EP-356; 80' ST; EMBEDDED 16'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
136+97 R284; EP-356; 80' ST; EMBEDDED 16'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
139+11 R320; EP-354; 80' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
139+02 R315; EP-354	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2

K:\CONST\DOCUMENT\UWS.WPD

**Orlando Orange County Expressway Authority  
UTILITY WORK SCHEDULE**


Project Title: Wekiva Parkway		County Road Number:		
State Road No.: 429		City Road:		
		Project Number: 429-202		
UTILITY AGENCY/OWNER (UAO): Duke Energy-Transmission				
139+62 R61; EP-353; 75' WD; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
140+12 L216; EP-352; 80' ST; EMBEDDED 16'	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1
140+12 L225; EP-352	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
140+54 L448; EP-361; 70' WD EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
190+77 L232; EP-337; 70' ST; EMBEDDED 12'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
194+40 L220; EP-336; 65' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
198+10 L217; EP-335; 65' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
201+85 L214; EP-334; 65' WD; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	N/A	0
205+55 L221; EP-333	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8,9,10,11	Prior to construction	2
205+81 L215; EP-333; 80' WD; EMBEDDED 12'	OH TRANSMISSION STRUCTURE & ANCHORS WITHIN ROAD R/W TO BE REMOVED	NONE	Prior to construction	1
206+51 L217; EP-333 STUB A; WD	OH TRANSMISSION STRUCTURE TO BE REMOVED	NONE	Prior to construction	1

K:\CONST\DOCUMENT\UWS.WPD

# Tab K

MEMORANDUM

TO: Right of Way Committee Members

FROM:  Linda Brehmer Lanosa, Deputy General Counsel

DATE: March 18, 2015

RE: Cooperative Purchase Agreement with Kelly, Collins & Gentry, Inc.,  
for Right of Way Support Services, Contract No. 001099  
**Request for Approval to Authorize Task No. 1 for Services related to the  
Acquisition of Four Parcels for the Rail Corridor South of State Road 528  
to be used by All Aboard Florida**

Background

At the Board's direction, staff is working towards acquiring property to be used, in part, for intercity passenger rail for All Aboard Florida. The corridor includes nine (9) separate parcels, including property owned by BalBay Realty Ltd, Carlsbad Orlando LLC, Mattamy (Jacksonville) Partnership, and B and M Investment LLC, along with Suburban Land Reserve, Inc., and Farmland Reserve, Inc. A map of the project with the names of the owners of the parcels, along with the names of the owners within a half mile of the project is attached.

With the creation of the Central Florida Expressway Authority ("the Authority"), the Authority has the option to acquire property for fixed guideways through eminent domain proceedings. In order to prepare appraisal reports that are appropriate for condemnation, it is necessary to retain a land planner and related experts.

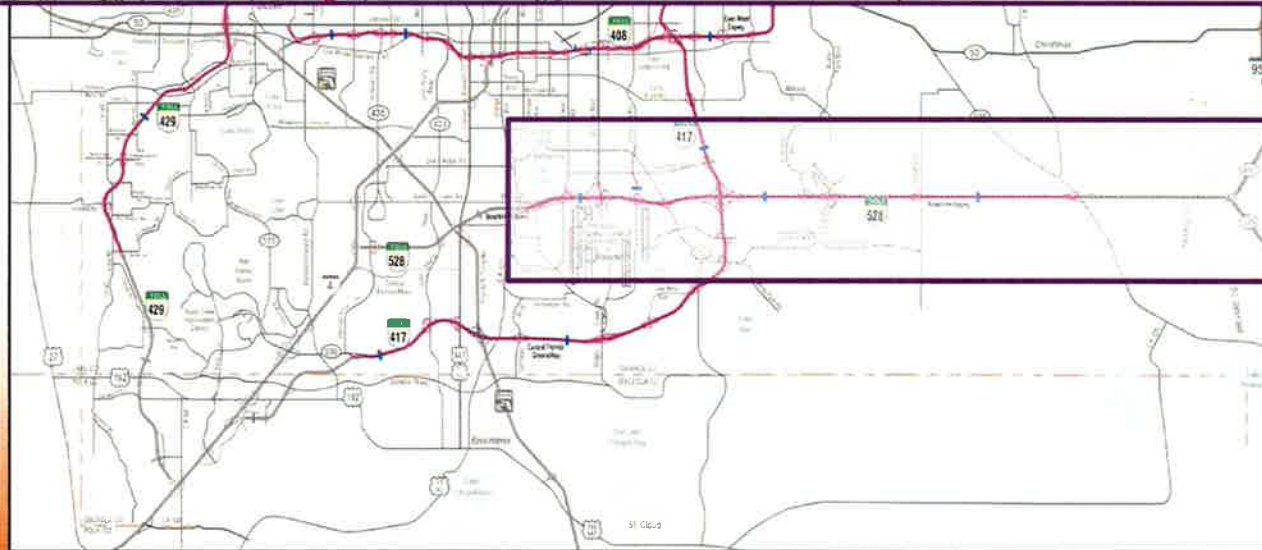
Request

Approval is requested to authorize the first work order under the existing contract with Kelly, Collins & Gentry, for land planning, engineering support services and wetland support services involving the acquisition of the parcels owned by BalBay Realty Ltd, Carlsbad Orlando LLC, Mattamy (Jacksonville) Partnership, and B and M Investment LLC. Attached, as backup, are copies of the following:

1. Map of S.R. 528 with Names of Property Owners,
2. Proposed Scope of Services in the not-to-exceed amount of \$39,726,
3. Proposal for subconsultant services for wetland delineation in the amount of \$25,000,
4. Contract with Kelly, Collins & Gentry, Inc., Contract No. 001099.



# SR 528 Overview



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**Central Florida Expressway Authority**  
**SR 528 - All Aboard Florida**

**Fee Owners Directly Impacted**

Farmland Reserve, Inc.  
City of Orlando  
Mattamy (Jacksonville) Partnership  
Suburban Land Reserve, Inc.  
Orlando Utilities Commission

BalBay Realty Ltd  
B an M Investment LLC  
Carlsbad Orlando LLC  
American Telephone and Telegraph Company

---

**Owners Within 1/2 mile of Project**

**Notes:**

- 1) This was compiled from the Orange County Property Appraiser site
- 2) Easement holders and parcels listed as "Confidential" are not included

2014-2 IH BORROWER L P  
7-ELEVEN INC  
ABAD VINCENT  
ABOALSHAMAT TALAL ABDULLAH K  
ADHARSINGH ERROL  
ADVANTAGE OPCO LLC  
AGGARWAL RAGHVENDRA  
AI CHIEH-TZU  
ALBIN GLENN O  
ALBIN GROUP  
ALDEA ADAM  
ALFONSO ANA A  
ALLEN FRANKLIN T  
ALLEN HORACE  
ALLUMS JASON D  
ALUMNI PARTNERS II LLC  
AMERICAN TELEPHONE AND TELEGRAPH CO  
ANDREW DAVID R  
ANDUJAR IVAN JR  
ANG MANUEL  
ANTONIEWSKI WALTER J CO-TR  
ARBAIZA ZOILA P  
AWAN SHAIMA  
AZWELL ELAINE T  
AZWELL ELAINE T  
B AND M INVESTMENT LLC  
BAEZ NANCY S  
BURSLIE BLAKE L  
CAH 2014-2 BORROWER LLC  
CAILLES RIZALITO  
CAILLES RIZALITO C  
CALHOUN TRELLIS  
CALO-PATINO ASUNCION  
CALVO JORGE ANTONIO  
CANEP A DAISY C  
CARDENAS JIMENEZ ISABEL  
CARDER JEFFREY  
CARLSBAD ORLANDO LLC  
CARROLL EDWARD  
CASPERSEN MICHAEL WILLIAMS  
CASTILLO AIXA  
CASTLES BARBARA A  
CASTRO ELIESER JR  
CASTRO ELIESER SR  
CASTRO RAYMUNDO

BAL BAY REALTY LTD  
BALBIN SERGIO  
BANCO POPULAR NORTH AMERICA  
BANKOWSKI STANLEY  
BANSAL DEEPAK  
BARCELO ERIK  
BARKLEY CHARLES H  
BARREDO ALFREDO B  
BASHAR RONALD W  
BATSON WINTY  
BAUER TIMOTHY J  
BELLAND PAUL R  
BEYOND THE SENSES INC  
BLAKE BERYL ESTATE  
BLAKELY JIMMY C  
BLODGETT JOHN  
BOGNER NORBERT  
BONAVENTURE MENEZES REVOCABLE TRUST  
BORGES JOSE R  
BOWEN AVIA  
BOWEN JESSYRIAH  
BRIAN WARNER LLC  
BRIDENBAUGH DANIEL M  
BROCK ALBERT C JR  
BROOKS ALEX  
BRYANT JOHN P  
BURKETT ROY H  
CROMER HUGH DONALD  
CRUZ CESAR F  
CRV BEACHLINE LP  
CYRIL ALLY  
DANG ANH  
DANK REVOCABLE LIVING TRUST  
DARATO CECILIA J  
DARROW MICHAEL  
DARVILLE ENOCH WINFIELD  
DATADEEN GANESH P  
DATADEEN SHIVKUMAR  
DAVIS ROGER A  
DAVYDOV VLADIMIR  
DAVYDOVA MARIYA  
DAWSON ALIX  
DE GUZMAN SHARON ROSE  
DEHAAN FRANKLIN  
DEL ROSARIO MARGARITA



**Owners Within 1/2 mile of Project**

CCAV HOLDINGS LLC	DELBRUGGE NORA L 1/2 INT
CERES HOLDINGS INC	DELGADO CARLOS
CHAMBERS WILLIAM S	DELVALLE REINALDO
CHEN AMY	DEONARINE DAYANESHWAR
CHEN JENG-JEN	DEUTSCHE BANK NATIONAL TRUST CO TRUSTEE
CHEN SON-SOU	DI SALVO BARBARA A
CHIODO RUSSELL S	DIAZ JULIO R DAVILA
CHOICE HOMES OF FLORIDA LLC	DINDAYAL THAKURDYAL
CHOWDHRY PARVEEN K	DITGES JOCELYNE S
CINTRON WALTER	DOBBINS RADONDA
CIRRINCIONE DANIEL J	DOBBINS RADONDA
CITY OF COCOA	DOLCI CAPE ORLANDO LLC
CITY OF ORLANDO	DORE TAJINERE E
CITY OF ORLANDO/GOAA	DOT/STATE OF FLORIDA
CLARK SHANE M	DUBOIS DIANNE T
CLARKE EAN LAURIE	DUMORNAY MARC E
COCHRAN RAY C	DURANTE NANCY P
COLETTI STEVE	DUVAL CARLISLE
COLINDRES HUGO	EAGLE FL I SPE LLC
COLON LUIS E	EKLEBERRY RICHARD D TR
CONFIDENTIAL	ENTRADA JULIAN
COOK CHRISTOPHER C	EVANS BROCK
COOKE HAROLD A	EVANS FRANK E
CORREA JIMMY	EXPRESS CAR OF FLORIDA CORP
CORRERO DOMINIC F JR	FARMLAND RESERVE INC
CRAIG TOMMY	FEDERAL HOME LOAN MORTGAGE CORP
CRAWFORD LEO	FELICIANO RAMON S
CREEK KEVEN L	FERGUSON JAMES C
CROFTON WILLIAM M	FERGUSON LOWELL T
FERGUSON MELISA D	HEIR JASPAL SINGH
FIGUEROA JOSE C	HELEN RYAN TRUST
FIZER CHARLES S IV	HELEN S MCINTIRE TRUST
FLEMING TRAVIS LEE	HENRY VERNON
FLORENCE L FELLOWS TRUST	HERMANN MICHAEL D
FLORES GERARDO	HERRERA CARLOS
FLYNN RONALD E	HIGGINS JOHN
FLYNN RONALD ELLIS	HILL HUBERT E ESTATE
FORDE CLOVIS A	HILL THOMAS C III
FRANCIS JOEL	HILL WALTER R JR
FROEHLICH EDWIN F III	HINKEL HEIDI
FUENTES CIRO	HISER EDWARD G
FUENTES WALTER I	HO HENRIETTA
FURMAN JESSICA DENAE	HOLLINGER JAMES L
GAISANO ALEXANDER S	HOLMES TIMOTHY A
GALAINI WILLIAM	HOO SEAN
GALEANO NISHA M	HOUSER KIMBERLEY
GANGOO CHRISTOPHER H	HOWARD RANDY
GARABETTIAN HRATCH	HUA LIFAN
GASTLEY LLOYD	HUANG ROBERT C K
GEIGER JOHN DAVID	HUME ELTON
GENTILE JOHN	IBRAHIM SAMIR BESTAWROUS
GIST DAVID S	I-CON SYSTEMS INDUSTRIES LLC
GMGC VENTURES LLC	IRIZARI EVELYN A
GOBIN LYNETTE	JACOB EDGAR
GODERIS ROB	JAMES DALE G
GOLODETZ DEBORAH S	JESSIE WILLIE
GOMEZ JUAN A	JOHNSON DARRELL SR
GONG BO	JOHNSON THOMAS H JR
GORDON DAVID K	JONES BONNIE J
GOREN INVESTMENTS LLC	JONES GEORGE D
GRACEY JORGE HUMBERTO	JONES J DANIEL TR
GRAY JOHN G	JOSEPH AND DENISE BELTON TRUST
GUMBS NARVIN	KALAM Z DENNIS
HACHEY RONALD J	KALIKAPERSAUD JENNIFER

Owners Within 1/2 mile of Project

HACKADAY T L  
HAHN MARK JASON  
HAILEY PAUL WILLIAM  
HALIM SHAH AHMAD  
HALL KENNETH W JR  
HALLIGAN GERALD  
HAMILTON H BALDWIN  
HARMON MICHAEL RYAN TR  
HARRIS EVERALD A  
HARTENSTINE JANETTE M  
HART-MCNAIR CYNTHIA ELAINE  
HAZELTINE LLC  
KORENKOV ALEXANDER  
KORNS CHARLES  
KURBIKOFF PETER A  
LACKEY RUSSELL B  
LAGUNA GILBERT  
LAKE FOREST PROPERTIES LLC  
LANGLEY PAUL T JR  
LANPHEAR JUDITH  
LASHLEY RICHARD  
LE KIA  
LEE CONNIE  
LESLIE JAMES F JR  
LEWIN JONATHAN  
LIN H C  
LINCOLN INTERNATIONAL CORP PARK PROPERTY  
OWNERS ASSN INC  
LOPEZ RAYMOND M  
LOVERA AGUSTIN  
LT LLC  
LUCZAJ JOSEPH  
LUNDY KATHY TERAN  
MADISON BRAD L  
MAGUNDAYAO ARMANDO P  
MAHASE TIMNI  
MALCOLM ROY L  
MALDONADO FELICITA  
MALDONADO JUAN M  
MANGUAL CORUJO HECTOR M  
MARTINEZ ROSARIO  
MASON BARBARA K  
MASSARO LAWRENCE J  
MATOS ABEL  
MATOS JOSEPH  
MATTAMY (JACKSONVILLE) PARTNERSHIP  
MAYUR KUMUDINI  
MCCOLLOUGH BRIAN DAVID  
MCINTIRE AMANDA MARIE  
MCINTIRE ROBERT L  
MCINTIRE ROBERT L JR  
MCINTIRE TIMOTHY L SR  
MCINTIRE TIMOTHY LEE JR  
MCINTIRE TIMOTHY LEE SR  
MELO JANEL  
MIDY JEAN-ALBERT  
MILLA ISAIAS  
MILLER MICHAEL T  
MITCHELL GARY P  
ORLANDO/ORANGE COUNTY EXPY AUTHORITY  
ORTEZ MARVIN S  
PAGALA EUSEBIO H  
PAGUIO NILO V  
PASTRANA MANUEL A

KAPINGA GERMAIN  
KAZIM MONSOOR A  
KENNEDY LAWRENCE T JR  
KENNY NICHOLE  
KESOL LLC  
KHAN SYAD  
KHOJAH ZAINAB MOHAMMEDNAJI J  
KHUSIAL VENODE  
KING PAUL S  
KISER KENNETH ROBERT  
KITSCH JOHN  
KO YU-HSIEN  
MITTAN GARY O  
MOCKINGBIRD ORLANDO LLC  
MOHABIR ANDREW  
MOHAMMED SHARIFFA  
MOLINA JULIO  
MONDESIR EVANS J  
MONTANEZ HECTOR L  
MONTANEZ HECTOR L SR  
MOORE WILLIAM J JR  
MORETTI CHRISTOPHER  
MORGAN MARK  
MORRIS ANITA O  
MORRIS CHARLES J  
MORRIS DOREEN  
  
MORRIS ROBERT H II  
MOSS PARK PROPERTIES LTD  
MOXAM NOVLETTE E  
MULLER INVESTMENTS LLC  
MUNGALSINGH STEVEN R  
MUNICH STEVEN  
MUNOZ WILSON  
MUNZIAL ERNEST J  
NADAL ROBERT A  
NARAIN TOOLSIEDAI TRUST  
NARCOOSSEE COMMERCE PARK CONDOMINIUM ASSN INC  
NARCOOSSEE PLACE LLC  
NEGRON SERGIO R  
NGUYEN AN THI  
NGUYEN CHRISTOPHER PHUONG  
NGUYEN HUNG TRAN  
NGUYEN NGHIEM  
NGUYEN PHUONG D  
NGUYEN THANH C  
NGUYEN THONG  
NGUYEN UYEN T  
NICHIE TIMOTHY  
NICOLOSI RAYMOND A  
NONA BUSINESS CENTER LLC  
NOPLIS JIMMIE D  
NOVOA HECTOR A  
NUESA CARLO  
NUVIEW IRA INC  
OFF LEASE ONLY INC  
ONEILL GLEN M  
OPRZEDEK WESLEY  
ORANGE COUNTY BCC  
SIDAVONG KHAMPA  
SIERRA CONSTRUCTION GROUP LLC  
SINGH KRISHNA  
SINGH KRISHNA D  
SINGH MANDIP

**Owners Within 1/2 mile of Project**

PATEL PANKAJKUMAR	SIZEMORE JOHNNY G
PAYUYO AGRIPIA F	SMACKET LLC
PEEPLES TROY	SMITH CHARLIE M
PENG BONNA	SMITH GLEN ARTHUR
PEREZ ORLANDO	SMITH JAMES E JR
PEROTTO DONALD V	SMITH W ROGER
PERRY JOSEPH C	SMITHWICK EDWIN W
PERSAUD JAMES	SOME PATRICE MALIDOMA
PERSAUD KHEMRAJ	SOOKDEO HUSAN B TR
PIECORA ACQUISITIONS INC	SOSA KIMBERLY
PITER ALAN	SOTOMAYOR BALTAZAR E
POOL RICK A	SOUTHERN BELL TELEPHONE AND TELEGRAPH
POORAN RAMNARACE	SPC HOMES INC
POWDER CYNTHIA F	SPRADLING SEVERO S
PPF LINCOLN ICP LAND LLC	ST JOHN AMANDA LAUREL
PPF LINCOLN ICP LLC	ST JOHNS RIVER WATER MGT DISTRICT
PRICE DAVID B	STEPHENSON DONALD W
PRIETO MANUEL	STOCKWELL MICHAEL E
PROBERT BRETT	STOUT STEVE
PROCTER MARY Y	SUBIJANO RUDY L
PRYSLAK MICHAEL JOSEPH TRUST	SUBURBAN LAND RESERVE INC
PUBLIX SUPER MARKETS INC	SUTHERLAND EAN
QUEVEDO MARVEL	T LANE HOLDINGS LLC
QUIAMBAO CHARLES P	TARPON IV LLC
RAFARIN INC	TAYLOR DENISE J
RAGBIR PARTAP ROMEO	TELFORD LAWRENCE G
RAGHUNANDAN HAROLD A	TELFORD LEROY
RAMCHARAN RABINDRANATH	TERUEL XAVIER
RAMJAS RAJINDRA	THAYER HEIDI H
RAMJEAWAN RAJINDRA ROBBY	THOMAS PIERCY A
RAMJEAWAN RUDRANATH	THOMAS SHAKIMA
RANDALL TEENA M	THOMPSON DOUGLAS L
RANGER DRAINAGE DISTRICT	TICHY KEN
RAYMOND DOUGLAS S	TIITE/DNR REC & PARKS
REAGAN BERNICE	TOLIMA-K9 LLC
REAL PROPERTY HOLDING-BUILDER PORTFOLIO LLC	TON NGUYET
REARDON JAMES E	TONCHUK PAUL RAY
REGISTER RAY	TOOLSIE BESHAM
RENEE NICOLE PEREZ AND ALEJANDRO PEREZ REVOCABLE TRUST	TORRES GUILLERMO
REYES JUAN	TRAN BETTY BICH
REYES JUAN R	TRAN QUANG NGOC
REYES LUIS	TRAN TRINH NGOC
	ZINNATO RONALD W



March 18, 2015

Central Florida Expressway Authority  
4974 Orl Tower Road  
Orlando, Florida 32807

Attn: Linda Brehmer Lanosa, Deputy General Counsel

Re: All Aboard Florida - SR 528 / Beachline Project

**Land Planning / Engineering Support Services**

Dear Ms. Lanosa:

Enclosed please find a scope of services / manhour summary to provide land planning / engineering support services for the above referenced project. Also, included is a scope/fee proposal for a general contractor to provide limited support as required.

As is indicated on the task description column, we will prepare a land planning report that addresses as applicable the various issues of concern to the right of way consultant appraiser. We will invoice on an hourly basis with a cost not to exceed subject to the attached fees as outlined.

As large vacant tracts of land, the subject properties are likely to contain jurisdictional wetlands and possibly other ecological constraints that may affect development potential. This proposal does not include services to investigate those issues due to time constraints, however, they may become necessary to the appraisal process.

We appreciate the opportunity to assist you with this project. If you have any questions, please do not hesitate to call.

Respectfully Submitted,

KELLY, COLLINS & GENTRY, INC.

Hal Collins, Jr., P.E.  
Principal

enclosures

Q:\11\Projects\CFX\All Aboard Florida\Scope\Lanosa 031813 let.wpd

**APPRAISAL CONSULTANT SERVICES  
DETAILS OF COSTS AND FEES BY PARCEL**

**PARCEL - Bal Bay Realty Ltd.**

**LAND PLANNING / ENGINEERING SUPPORT SERVICES: Kelly, Collins & Gentry, Inc.**

SECTION NUMBER: 75280

PROJECT NAME: All Aboard Florida

DATE: March 18, 2015

TASK DESCRIPTION	CHIEF ENGINEER	SENIOR ENGINEER	SENIOR ENGINEERING TECHNICIAN	SENIOR PLANNER
Site Inspection	2			2
Code Research/Physical Site Characteristics			2	4
Local Government Coordination				2
Highest and Best Use Support				2
Planning Analysis				6
Construction Plan Review/Doc Review	2			
Driveway and Access Analysis				
Parking and On-site Circulation Analysis				
Drainage Patterns/Impacts				
Utility Availability/Impacts	2			2
Extraordinary Development Costs				
Grading & Topography	2			
Parcel Sketches	2		12	
After Condition Plan	2		8	
Cured Remainder Plan	2		4	
Cost to Cure Quantities				
Parcel Analysis Summary	2			6
Meetings, Client / Team Coordination	4			4
<b>TOTAL MANHOURS</b>	20	0	26	28

Hourly Rate	\$184.96	\$155.51	\$74.11	\$121.48
Job Class. Subtotal	\$3,699.20	\$0.00	\$1,926.86	\$3,401.44

<b>ENGINEERING SUPPORT SERVICES:</b>	<b>\$5,626.06</b>
<b>PLANNING SUPPORT SERVICES:</b>	<b><u>\$3,401.44</u></b>
<b>TOTAL:</b>	<b>\$9,027.50</b>

**APPRAISAL CONSULTANT SERVICES  
DETAILS OF COSTS AND FEES BY PARCEL**

**PARCEL - Mattamy Homes**

**LAND PLANNING / ENGINEERING SUPPORT SERVICES: Kelly, Collins & Gentry, Inc.**

SECTION NUMBER: 75280

PROJECT NAME: All Aboard Florida

DATE: March 18, 2015

TASK DESCRIPTION	CHIEF ENGINEER	SENIOR ENGINEER	SENIOR ENGINEERING TECHNICIAN	SENIOR PLANNER
Site Inspection	2			2
Code Research/Physical Site Characteristics			2	4
Local Government Coordination				2
Highest and Best Use Support				2
Planning Analysis				6
Construction Plan Review/Doc Review	2			
Driveway and Access Analysis				
Parking and On-site Circulation Analysis				
Drainage Patterns/Impacts				
Utility Availability/Impacts	2			2
Extraordinary Development Costs				
Grading & Topography	2			
Parcel Sketches	2		12	
After Condition Plan	2		8	
Cured Remainder Plan	2		4	
Cost to Cure Quantities				
Parcel Analysis Summary	2			6
Meetings, Client / Team Coordination	4			4
<b>TOTAL MANHOURS</b>	20	0	26	28

Hourly Rate	\$184.96	\$155.51	\$74.11	\$121.48
Job Class. Subtotal	\$3,699.20	\$0.00	\$1,926.86	\$3,401.44

<b>ENGINEERING SUPPORT SERVICES:</b>	<b>\$5,626.06</b>
<b>PLANNING SUPPORT SERVICES:</b>	<b><u>\$3,401.44</u></b>
<b>TOTAL:</b>	<b>\$9,027.50</b>

**APPRAISAL CONSULTANT SERVICES  
DETAILS OF COSTS AND FEES BY PARCEL**

**PARCEL - Carlsbad Orlando**

**LAND PLANNING / ENGINEERING SUPPORT SERVICES: Kelly, Collins & Gentry, Inc.**

SECTION NUMBER: 75280

PROJECT NAME: All Aboard Florida

DATE: March 18, 2015

TASK DESCRIPTION	CHIEF ENGINEER	SENIOR ENGINEER	SENIOR ENGINEERING TECHNICIAN	SENIOR PLANNER
Site Inspection	2			2
Code Research/Physical Site Characteristics			2	4
Local Government Coordination				2
Highest and Best Use Support				2
Planning Analysis				6
Construction Plan Review/Doc Review	2			
Driveway and Access Analysis				
Parking and On-site Circulation Analysis				
Drainage Patterns/Impacts				
Utility Availability/Impacts	2			2
Extraordinary Development Costs				
Grading & Topography	2			
Parcel Sketches	2		12	
After Condition Plan	2		8	
Cured Remainder Plan	2		4	
Cost to Cure Quantities				
Parcel Analysis Summary	2			6
Meetings, Client / Team Coordination	4			4
<b>TOTAL MANHOURS</b>	20	0	26	28

Hourly Rate	\$184.96	\$155.51	\$74.11	\$121.48
Job Class. Subtotal	\$3,699.20	\$0.00	\$1,926.86	\$3,401.44

<b>ENGINEERING SUPPORT SERVICES:</b>	<b>\$5,626.06</b>
<b>PLANNING SUPPORT SERVICES:</b>	<b><u>\$3,401.44</u></b>
<b>TOTAL:</b>	<b>\$9,027.50</b>

**APPRAISAL CONSULTANT SERVICES  
DETAILS OF COSTS AND FEES BY PARCEL**

**PARCEL - B & M**

**LAND PLANNING / ENGINEERING SUPPORT SERVICES: Kelly, Collins & Gentry, Inc.**

SECTION NUMBER: 75280

PROJECT NAME: All Aboard Florida

DATE: March 18, 2015

TASK DESCRIPTION	CHIEF ENGINEER	SENIOR ENGINEER	SENIOR ENGINEERING TECHNICIAN	SENIOR PLANNER
Site Inspection	2			2
Code Research/Physical Site Characteristics			2	4
Local Government Coordination				2
Highest and Best Use Support				2
Planning Analysis				6
Construction Plan Review/Doc Review	2			
Driveway and Access Analysis				
Parking and On-site Circulation Analysis				
Drainage Patterns/Impacts				
Utility Availability/Impacts	2			2
Extraordinary Development Costs				
Grading & Topography	2			
Parcel Sketches	2		12	
After Condition Plan	2		8	
Cured Remainder Plan	2		4	
Cost to Cure Quantities				
Parcel Analysis Summary	2			6
Meetings, Client / Team Coordination	4			4
<b>TOTAL MANHOURS</b>	20	0	26	28

Hourly Rate	\$184.96	\$155.51	\$74.11	\$121.48
Job Class. Subtotal	\$3,699.20	\$0.00	\$1,926.86	\$3,401.44

<b>ENGINEERING SUPPORT SERVICES:</b>	<b>\$5,626.06</b>
<b>PLANNING SUPPORT SERVICES:</b>	<b><u>\$3,401.44</u></b>
<b>TOTAL:</b>	<b><u>\$9,027.50</u></b>





# W.D. RICHARDI, INC.

(407) 894-6976  
(407) 895-1753 FAX

P.O. BOX 140631 • ORLANDO, FL 32814

## APPRAISAL CONSULTANT SERVICES DETAILS OF COSTS AND FEES BY PARCEL

General Contractor Support Services: W.D. Richardi, Inc.

PROJECT NAME: All Aboard Florida

DATE: March 18, 2015

PARCEL DESCRIPTION	GENERAL CONTRACTOR (HOURS)	RATE	TOTAL
Bal Bay Realty Ltd.	8	\$113.00	\$904.00
Mattamy Homes	8	\$113.00	\$904.00
Carlsbad Orlando	8	\$113.00	\$904.00
B & M	8	\$113.00	\$904.00
<b>TOTAL MANHOURS</b>	32		\$3,616.00

### Scope of Work

Miscellaneous Improvements in Taking  
Minor Cost to Cure  
Site Inspection  
Coordination with KCG/Appraiser/CFX

To be billed hourly with the cost not to exceed.

WDR

COMMERCIAL • RESIDENTIAL • INDUSTRIAL  
STATE CERTIFIED GENERAL CONTRACTOR # CGC000646

March 19, 2015

Central Florida Expressway Authority  
4974 Orl Tower Road  
Orlando, Florida 32807

Attn: Linda Brehmer Lanosa  
Deputy General Counsel

Re: All Aboard Florida  
SR 528 / Beachline Project

**Wetland Resource Subconsultant Support Services**

Dear Ms. Lanosa:

This proposal is for Lotspeich & Associates, Inc. to provide wetland resource services for the above referenced project.

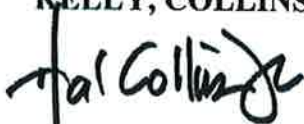
Bal Bay	\$7,500
Mattamy Homes	\$7,500
Carlsbad Orlando	\$10,000

Services to be billed hourly with the cost not to exceed.

We appreciate the opportunity to assist you with this project. If you have any questions, please do not hesitate to call.

Respectfully Submitted,

KELLY, COLLINS & GENTRY, INC.




Hal Collins, Jr., P.E.  
Principal

Q:\11Projects\CFX\All Aboard Florida\Scope\Lotspeich Proposal 031915.wpd

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: January 27, 2015

RE: Authorization to Execute Cooperative Purchase Agreement with  
Kelly, Collins & Gentry, Inc., for Right of Way Support Services  
Contract No. 001099

Board approval is requested to execute an agreement with Kelly, Collins & Gentry, Inc. (KCG) in the not-to-exceed amount of \$300,000.00 for an initial three-year term to provide right of way support services including land planning, engineering, site development, surveying, landscape, cost to cure, and specialty services such as sign specialists, personal property appraisers, general contractors and other specialists as needed.

This will be a cooperative purchase (piggyback) agreement based on a contract between KCG and FDOT District 5 (Contract No. DNE23) for the same services which will allow us to take advantage of the favorable rates already negotiated by FDOT.

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
COOPERATIVE PURCHASE AGREEMENT  
RIGHT OF WAY SUPPORT SERVICES  
CONTRACT NO. 001099**

This Contract is made this 12<sup>th</sup> day of February, 2015, between the CENTRAL FLORIDA COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and KELLY, COLLINS & GENTRY, INC., hereinafter the CONTRACTOR:

**WITNESSETH:**

**WHEREAS**, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

**WHEREAS**, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

**WHEREAS**, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide right of way support services as detailed in the Scope of Services included in the CONTRACTOR's contract with FDOT; and,

**WHEREAS**, on or about June 18, 2012, the CONTRACTOR entered into an agreement with the Florida Department of Transportation (FDOT) under its Contract No. DNE23 to provide the same services as required by the AUTHORITY; and,

**WHEREAS**, a Request for Proposals seeking qualified contractors to perform such services for the AUTHORITY was not required because the CONTRACTOR has an existing contract with FDOT for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by FDOT; and,

**WHEREAS**, the CONTRACTOR agrees to provide the services under the same terms and conditions as included in its contract with FDOT, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below;

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

## **1. SERVICES TO BE PROVIDED**

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by the AUTHORITY.

## **2. CONTRACT TERM AND TERMINATION**

The term of the Contract will be three (3) years from the Notice to Proceed issued by the AUTHORITY. There shall be two renewal options of 1 year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the initial three-year Contract Term.

Termination shall be according to the CONTRACTOR's agreement with FDOT.

## **3. COMPENSATION FOR SERVICES**

The Contract amount for the initial Contract term will be \$300,000.00. Compensation shall be in accordance with the Method of Compensation included in the CONTRACTOR's contract with the FDOT.

## **4. CONTRACTOR INSURANCE**

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's contract with FDOT. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance. The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

## **5. INDEMNITY**

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, agents, CONTRACTOR's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its

subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees). CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees.

## **6. PUBLIC RECORDS**

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

## **7. PRESS RELEASES**

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, without first notifying AUTHORITY and securing its consent in writing.

## **8. PERMITS, LICENSES, ETC.**

Throughout the term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

## **9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

CONTRACTOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. The CONTRACTOR acknowledges that it has read, and to the extent applicable, acknowledges that it will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will by reference be made a part of this Contract as though set forth in full.

#### **10. NONDISCRIMINATION**

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

#### **11. SUBLETTING AND ASSIGNMENT**

CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

#### **12. PREVAILING PARTY ATTORNEY'S FEES**

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures

of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and AUTHORITY shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.



### **13. OTHER SEVERABILITY**

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

### **14. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

### **15. RELATIONSHIPS**

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

### **16. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

16.1 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

16.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

### **17. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by the Authority's Board of Directors at its meeting on February 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Director of Procurement

KELLY, COLLINS & GENTRY, INC.,

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

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

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_ (Seal)

Approved as to form and execution, only.

\_\_\_\_\_  
General Counsel for the AUTHORITY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**

375-030-12  
PROCUREMENT  
OGC - 06/11  
Page 1 of 2

Contract No. DNE23  
FDOT Financial ID No.(s) 241068-1-4B-XX

Appropriation Bill Number(s)/Line Item Number(s) for  
1st year of contract, pursuant to s. 216.313, F.S. N/A

(required for contracts in excess of \$5 million)

F.A.P. No. TBD

THIS AGREEMENT, made and entered into this 18<sup>TH</sup> day of JUNE 2012, by and  
(This date to be entered by DOT only)  
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the  
Department and Kelly, Collins & Gentry, Inc.  
(F.E.I.D. No. F593343303) of 1700 N. Orange Avenue, Suite 400, Orlando, Florida 32804

authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement, Terms**, dated June, 2011 which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:

are incorporated by reference and made a part of this Agreement.

**1. SERVICES AND PERFORMANCE**

- A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with  
Continuing Services Contract for Right of Way and Appraisal Support
- B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be 1700 N. Orange Ave., Suite 400, Orlando, FL 32804

**2. TERM**

- A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 5 year term from the date of execution of this Agreement, whichever occurs first.
- B. Check applicable terms
- ☐ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's \_\_\_\_\_ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within \_\_\_\_\_ months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment of Supplemental Agreement.
- ☒ The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's Director or Designee, and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within 60 months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed \$5,000,000.00.
- ☐ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's \_\_\_\_\_ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within \_\_\_\_\_ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is \_\_\_\_\_ months.

3. **INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the Standard Professional Services Agreement Terms is 250,000.00.

4. **SUBCONTRACTS**

The following subconsultants are authorized under this Agreement in accordance with Section 7.A. of the

**Standard Professional Services Agreement Terms:**

Lotspeich & Associates, Inc.; W. D. Richardi, Inc.; Speer Construction, LLC; Cornerstone Land Surveying, Inc.;  
The Spivey Group, Inc.; Computer Graphics Studio, Inc.; Gulf Atlantic Consultants, Inc.; Fred B. La Due & Associates, Inc.;  
Carr, Riggs & Ingram, LLC; RC Development Group, Inc.; Timothy Gaus, A1A, LLC; David Lee Constantine LLC;  
Land Resource Design Group, Inc.; Leftwich Consulting Engineers, Inc.

5. **COMPENSATION**

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof.

6. **MISCELLANEOUS**

A. Reference in this Agreement to Director will mean the Director of Transportation Development

B. The services provided herein ☒ do ☐ do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.

C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A- 6 : Exhibit "A", Scope of Services

Page B-1 through Page B- 8 : Exhibit "B", Method of Compensation

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Kelly, Collins & Gentry, Inc.

Name of Consultant

BY: Harold Collins

Authorized Signature

Harold H. Collins, Jr.

(Print/Type)

Title: V. President

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

BY: Frank J. O'Dea

For

Frank J. O'Dea, P.E.

(Print/Type)

Title: Director of Transportation Development

**FOR DEPARTMENT USE ONLY**

APPROVED:

Michelle Sloan

Professional Services Unit

LEGAL REVIEW:

Michael J. ...  
General Counsel Office

**State of Florida Department of Transportation  
STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS  
June, 2011**

**1. SERVICES AND PERFORMANCE**

- A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.
- B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- C. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.
- D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.  
  
In the event that the Consultant and the Department are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by the Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department for such additional amounts as the consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work.
- E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.
- G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.

- H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.
- I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. **TERM:**

- A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

- B. In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Department will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

3. **COMPENSATION:**

- A. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.

- B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.
- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on the project, and all other records of the Consultant and subconsultants considered necessary by the Department for a proper audit of project costs.
- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- G. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.
- J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

- K. The Department, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department will require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. **INDEMNITY AND INSURANCE:**

- A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

The parties agree that 1% of the total compensation to the Consultant for performance of this Agreement is the specific consideration from the Department to the Consultant for the Consultant's indemnity agreement.

- B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.
- C. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.
- D. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

5. **COMPLIANCE WITH LAWS:**

- A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.
- B. Chapter 337.162 Florida Statutes applies as follows:



- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.
  - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.
  - (3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.
- C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- D. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- E. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- F. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.
- G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.

- J. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

6. **TERMINATION AND DEFAULT**

- A. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:
- (1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
  - (2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
  - (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department. The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.
- C. If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (1) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. **ASSIGNMENT AND SUBCONTRACTORS**

- A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of the Department.
- B. The Consultant must state in all subcontracts that services performed by any such subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.
- C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises  
12425 28th Street North  
Suite 300  
St Petersburg, Florida 33716

**8. MISCELLANEOUS**

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. There are no understandings or agreements except as herein expressly stated.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Consultant:
  - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and
  - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**9. TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- E. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  2. cancellation, termination or suspension of the contract, in whole or in part.
- H. **Incorporation or Provisions:** The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. **Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. **Participation by Disadvantaged Business Enterprises:** The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**Continuing Services Contract for Right of Way and Appraisal Support**  
**Financial Project ID No. 241068-1-4B-XX**

**I PURPOSE:**

The Consultant shall provide to the Florida Department of Transportation (FDOT), District 5 hereinafter called "Department," on an as needed basis, certain services in support of appraisal and related right of way activities as further described in Section II, Services, below.

**II SERVICES:**

The Consultant shall provide all required right of way support service, including, but not limited to Professional Land Planning Service, Engineering Services, Site Development Services; Environmental Services, Surveying Services, Landscape Service, Cost to Cure and Specialty Services such as Sign Specialists, Personal Property Appraisers (including Mobile Home), general contractors, and any other specialists as needed.

The Consultant shall interact with local government agencies to identify pending or proposed government regulations that may impact land values within the project area and maintain information on pending zoning or land use changes within the project corridor area.

The Consultant's final work product shall be provided to the Department's Contract Fee Appraiser no later than two weeks prior to the scheduled submission date of each parcel.

The Consultant shall provide any one or more of the services described below for each work order subsequently issued/identified by the Department (including Litigation Services). The Consultant may also be required to provide other services determined by the Department to be necessary to support appraisal, negotiation or litigation by the Department.

**A. ZONING**

1. Determine and verify zoning designations for each parcel with appropriate government entity.
2. Determine and verify status of parcel prior to and after the Department's acquisition with respect to:
  - a. Existing and pending variance applications
  - b. Legal con-conformities
  - c. Illegal non-conformities
  - d. Any previous or pending zoning applications, or conditional use applications.

**B. COMPREHENSIVE LAND USE REQUIREMENT**

1. Determine and verify comprehensive land use for each parcel with the local Planning Department.
2. Determine and verify use of property before the Department's acquisition for conformance with comprehensive land use plan.
3. Determine and verify use of property after acquisition for conformance with use plan.

**C. CONCURRENCY**

1. Obtain concurrency ordinances from both municipal and county governmental entities.
2. Determine and verify concurrence ordinance provisions before the Department's acquisition.
3. Determine and verify the change in concurrency ordinance effect after the Department's acquisition.

**D. IMPACT FEES**

1. Determine and verify the change in impact fees by parcel after the Department's acquisition, if different from prior to the acquisition.
2. Provide a complete breakdown by category of all impact fees applicable to the parcel.

**E. ENVIRONMENTAL REGULATIONS**

1. Investigate the current environmental regulations from the appropriate federal, state, municipal, county and regulatory agencies.
2. Determine and verify the effect of environmental regulations on a parcel by parcel basis prior/subsequent to the Department's acquisition.
3. Determine any special items related to the cost to cure estimate with regard to factors related to environmental regulation.

**F. SITE INSPECTION**

Inspect subject parcel site with Department's real property appraiser and business damage expert, as required.

**G. PARKING LOT DESIGN**

1. Evaluate the parking design of the subject property before the Department's

acquisition in the following areas:

- a. Potential number of spaces (designated parking)
- b. Configuration
- c. Adherence to applicable zoning
- d. Adherence to applicable parking design standards
- e. Encroachments on existing right of way, if applicable
- f. Investigate leases, easements, and restrictions and cross parking agreements including recorded joint-use agreements and platted out parcels

2. Design parking after the Department's acquisition to provide the greatest utilization of parking, as minimum, the Consultant shall evaluate the following:

- a. Compliance with zoning
- b. Compliance with applicable parking design standards (ADA requirements)
- c. Consultation(s) with the real property appraiser of proposed parking re-configuration(s)
- d. Consultations with the business damage expert in order to assess business damage effects of proposed parking reconfiguration(s)
- e. Potential number of spaces (designated)
- f. Investigate leases, easements, and restrictions and cross parking agreements.

#### H. SITE ACCESS (INGRESS AND EGRESS REQUIREMENTS)

1. Based on alternative cost to cure scenarios, evaluate site access requirements for compatibility with proposed cures.
2. Evaluate what kinds of driveways are permitted subsequent to Right of Way acquisition. Driveway location must be compatible with access management policies. (Chapter 14-96, 14-87 and any district access management implementation plans.)

#### I. BUILDING FLOOR PLANS AND STRUCTURE DESIGN

1. If primary parcel structures are to be affected by the Department's proposed right of way, provide a drawing to scale for the improvements prior to the Department's acquisition.
2. Provide a drawing to scale of the primary improvements of the subject parcel after the Department's acquisition, as provided for in the final cure scenario.

#### J. SITE DRAINAGE DESIGN

1. Adequacy of the existing on site drainage ponds after the Department's Right of Way Acquisition.



2. Alternative on site locations for ponds if existing is not adequate.
3. Adequacy of the Department's drainage system to accommodate off site drainage, if 1 or 2 above are not feasible or cost effective.

**K. ON-SITE TRAFFIC STUDIES**

1. Provide a written analysis of the on site traffic circulation pattern and parking utilization prior to the Department's acquisition.
2. Formulate, analyze, and select an on site traffic circulation pattern scenario after the Department's acquisition. The selected scenario shall be discussed and coordinated with the Department's real property appraiser and/or business damage expert.

**L. COST TO CURE ESTIMATE**

In conjunction with the Department's Real Property Appraiser the consultant shall select the most feasible cure for the subject parcel by evaluating, as a minimum, each of the following areas:

1. Zoning
2. Land Use Requirements
3. Impact Fees
4. Concurrency
5. Environmental Regulations
6. Parking Design Standards
7. Site Drainage Design
8. Building Floor Plans and Structural Design
9. Deed Restrictions
10. Easements
11. Access Driveway Locations
12. Cross Parking Arrangements
13. Local building codes
14. Topography
15. Grade changes (check possible cost to cure when right of entries are not obtained for blending of roadway).
16. General Contractor's bid for providing cost to cure.

**M. SPECIALTY ESTIMATES**

1. Building Improvement
  - a. Reproduction /Replacement by a Licensed General Contractor
  - b. Demolition
  - c. Salvage Value

d. Move on site

2. Furniture, Fixtures and Equipment

- a. Cost to move (or remove) on site
- b. Reproduction/replacement cost
- c. Depreciated reproduction/replacement cost
- d. Salvage value

3. Site Improvements, e.g., lights, landscaping, walls

- a. Cost to move
- b. Reproduction/replacement cost
- c. Depreciated reproduction/replacement cost
- d. Salvage value

**N. SURVEYING AND MAPPING SERVICES**

- 1. Creation of Photo-realistic “before” and “after” photography of the project and individual parcels using imaging. Resolution will be at least 1200 x 1200 pixels.
- 2. Preparation of scaled vertical type aerials consisting of two views per 24” x 36” FDOT plan sheet at 1:100 SCALE (unless otherwise requested by FDOT) showing the new versus the old Right of Way line locations.
- 3. Superimposing the new constructions plans over the aerials and production of “after” views to show photo-realistic changes and additions including the proposed road widening, medians, sidewalks, pavement markings, and car. Existing curb cuts will be connected.
- 4. Review any “cost to cure” or other diagrams provided by the FDOT or its experts that may require a visual aid to be provided by you.
- 5. Show the redesign of the curb cuts, drainage, parking, and buildings in subsequent versions of the photos when directed by FDOT.

**O. LITIGATION AND SUPPORT SERVICES**

Litigation services may include, but are not limited to, the following:

- 1. Pre-trial or pre-hearing preparation.
- 2. Participation in mediation proceedings.
- 3. Preparation of court exhibits.
- 4. Attendance at depositions, pre-trial hearings, or other court hearing.
- 5. Appearance at Order of Taking hearings or trials.
- 6. Any other services deemed necessary by the assigned attorney to successfully

litigate and defend the Department's position in court.

P. MEETINGS AND REVIEWS

III. PROVISIONS OF WORK

A. COMPUTER SERVICES

1. The Consultant shall be authorized to use computer programs of the Department.
2. Computations based on computer programs other than the Department's must conform to the Department's general format. (See the Department's "Roadway and Bridge Plans Preparation Manual".)

B. COMPUTER-AIDED DRAFTING & DESIGN (CADD)

1. The use of CADD is permitted for the performance of services required in connection with this project.
2. If CADD is utilized, the deliverable material shall be provided to the level of quality by the Department's "Plans Preparation Manual" and Intergraph Roadway Procedure Manual (CADD)." All files shall be in a form which is compatible with the Department's Intergraph CADD system. All digitized plans and computer files shall be accomplished using the Department's symbol and notation format.

IV. LITIGATION AND SUPPORT SERVICES

If notified in writing by the Department, the Consultant agrees to enter into a separate expert witness contract to provide litigation support services on parcels requested by the Department.

EXHIBIT "B"  
METHOD OF COMPENSATION

**Continuing Services Contract for Right of Way and Appraisal Support  
Financial Project ID No. 241068-1-4B-XX**

**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the Consultant for the services described in Exhibit "A" Scope of Services, and the method by which payments will be made.

This is a Continuing Services Contract subject to Department periodic review, approval, and satisfaction with the Consultant's performance. This contract may be terminated by the Department at any time in accordance with Section 6, Termination and Default, (page 6 of 9) of the Standard Professional Services Agreement Terms, dated June 2011.

The DEPARTMENT shall request Consultant services on an as-needed basis. There is no guarantee that any or all of the services described in Exhibit "A" of this Agreement will be assigned during the term of this Agreement. Further, the Consultant is providing these services on a non-exclusive basis. The DEPARTMENT may, at its option, elect to have any of the services set forth herein performed by other consultants or DEPARTMENT staff.

**2.0 COMPENSATION**

For satisfactory completion of services authorized under this Agreement, the DEPARTMENT will pay the CONSULTANT a Total Maximum Limiting Amount not to exceed \$5,000,000.00. This is a task assignment type agreement. The DEPARTMENT will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each project assigned under this agreement. The DEPARTMENT will confirm funds availability prior to issuing a task work order to the CONSULTANT.

The total amount of this agreement is expected to be funded by multiple appropriations. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Therefore, it is agreed that the CONSULTANT shall not be obligated to perform services nor incur costs which would result in exceeding the amount established for each assignment, nor will the DEPARTMENT be obligated to reimburse the CONSULTANT for costs or make fee payments in excess of currently established funding. The DEPARTMENT will provide written authorization through supplemental amendments when appropriations for subsequent fiscal years are available for this project.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the amount established for each assignment to complete authorized services.

Changes to the amounts established for each work assignment shall require a supplemental amendment to the assignment. The CONSULTANT shall not be obligated to perform services nor incur costs which would result in exceeding the amount established for each assignment, nor will the DEPARTMENT be obligated to reimburse the CONSULTANT for costs or make fee payments in excess of the total funding established for each assignment, except when such amount is increased by a supplemental amendment.

At the Department's option additional financial project numbers and associated funding may be added and authorized by task work order execution contingent upon legislative appropriation and budget approval.

When federal funds are to be utilized, the Department will provide the Consultant written authorization for each Task Work Order subsequent to Federal Highway Administration (FHWA) approval.

The following firms are subject to a contract fee limit up to but less than \$250,000.00 for the term of the Agreement: Lotspeich & Associates, Inc.; W. D. Richardi, Inc.; Speer Construction, LLC; Cornerstone Land Surveying, Inc.; The Spivey Group, Inc.; Computer Graphics Studio, Inc.; Gulf Atlantic Consultants, Inc.; Fred B. La Due & Associates, Inc.; Carr, Riggs & Ingram, LLC; RC Development Group, Inc.; Timothy Gaus, AIA, LLC; David Lee Constantine LLC; Land Resource Design Group, Inc. This contract fee limitation may be removed at such time as the subconsultant firm submits an FDOT approved overhead audit performed by an independent CPA. It is the responsibility of the prime consultant to ensure that this limitation is adhered to.

At such time as each firm obtains a DEPARTMENT approved audited overhead rate, an amendment may be issued to remove this limitation to its participation in this agreement.

## **2.1 Summary of Compensation:**

Fees for each task work order will be negotiated either as a lump sum amount (fixed price), a limiting amount (cost reimbursement), or as a combination lump sum and limiting amount. Where lump sum amounts are established, fees will be negotiated in accordance with Section 2.2. Where limiting amount fees are established, compensation will be in accordance with Section 2.2. Compensation for direct expense costs may be included in task work order fees, in accordance with Section 2.2.

This Agreement does not involve the purchase of Tangible Personal Property, as defined in Section 273.02 Florida Statutes.

## **2.2 Details of Compensation:**

In the event that federal funds are utilized on a task work order, Operating Margin will be established as a lump sum compensation element (fixed fee).

## LUMP SUM AMOUNTS

For task work order compensation elements established as lump sum, the Department may compensate the Consultant in accordance with one or more of the following methods of payment.

### Basic Services (LS-2):

The Consultant will receive progress payments for these services based on the percentage of services that have been completed and accepted by the Department during the billing period.

### Fixed Fee (when direct labor is a limiting amount; LS-12):

In the event that federal funds are utilized on a task work order, operating margin will be established as a lump sum compensation element (fixed fee). The Consultant will receive progress payments based on the percentage provided for operating margin in Table 4 of Section 5.0. Payments will be the tabulated percentage applied to approved direct labor (unburdened). Any balance remaining upon completion and approval of project services will be due at that time.

## LIMITING AMOUNTS

For the following elements which are established as limiting amounts, the Department will compensate the Consultant for all reasonable, allocable and allowable costs incurred in the categories defined below. The reasonableness, allocability and allowability of reimbursements sought under this Agreement are expressly made subject to the terms of this Agreement; Federal Acquisition Regulations; Office of Management and Budget Circulars A-21, A-87, A-102, and A-110; and any pertinent Federal and State law.

### Salary Related Costs (LA3):

Subject to the established limiting amount, the Consultant will receive progress payments for direct salaries and wages for time/work effort expended by personnel in the performance of authorized work during the billing period, at the contract rates established in Table 5 of Section 5.0.

Administrative overhead and fringe benefit costs will be applied to approved salary and wage costs at the combined overhead rate provided in Table 5 of Section 5.0.

Operating Margin will be applied to approved direct salary costs at the rate provided in Table 5A of Section 5.0.

The Consultant will receive compensation for allowable Facilities Capital Cost of Money (FCCM) in association with salaries. FCCM will be calculated as a percentage of chargeable direct salaries and wages, at the rate provided in Table 5 of Section 5.0.

The Consultant will be compensated for direct expenses in association with

salaries. Direct Expenses will be calculated as a percentage of chargeable direct salaries and wages, exclusive of premium overtime, at the rates provided in Table 5 of Section 5.0.

Salary Related Costs when Fixed Fee is Lump Sum (LA-3):

Subject to the established limiting amount, the Consultant will receive progress payments for direct salaries and wages for time/work effort expended by personnel in the performance of authorized work during the billing period, at the contract rates established in Table 5 of Section 5.0.

Administrative overhead and fringe benefit costs will be applied to approved salary and wage costs at the combined overhead rate provided in Table 5 of Section 5.0.

The Consultant will receive compensation for allowable Facilities Capital Cost of Money (FCCM) in association with salaries. FCCM will be calculated as a percentage of chargeable direct salaries and wages, at the rate provided in Table 5 of Section 5.0.

The Consultant will be compensated for direct expenses in association with salaries. Direct Expenses will be calculated as a percentage of chargeable direct salaries and wages, exclusive of premium overtime, at the rates provided in Table 5 of Section 5.0.

Basic Services (Loaded Billing Rates (LA-4):

Subject to the established limiting amount, the CONSULTANT will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No Multipliers will be applied to these rates. Payment for such services will be based on approved time incurred during the billing period.

Survey Services (Loaded Billing Rates (LA-4):

Subject to the established limiting amount, the CONSULTANT will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No Multipliers will be applied to these rates. Payment for such services will be based on approved time incurred during the billing period.

### **3.0 INVOICING PROCEDURE**

The Consultant will be eligible for progress payments under this agreement at intervals not less than monthly or when individual tasks or mileposts defined in this agreement are completed or reached.

Invoices for this Agreement will be prepared by the Consultant and submitted to the Department on DOT Form 375-030-05E or 375-030-05B, or will be submitted through the Department's Computerized Invoice Transmission System, at the option of the

DEPARTMENT. The invoices will be submitted in quintuplicate and will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Consultant will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project, the total direct vehicle expense, the total miscellaneous direct expense, and total subconsultant cost charged to the project.

Monthly, at the time of invoice submittal, the Consultant will report subconsultant payments through the Department's Equal Opportunity Reporting System on the Internet. Failure to submit a properly completed report may be cause for rejection of the invoice. Within thirty days after receipt of final payment, the Consultant will submit a final subconsultant payment report. The Consultant will pay all subconsultants their proportionate share of payments received from the Department within thirty days of the Consultant's receipt of payment from the Department.

The Department will render a decision on the acceptability of services within five working days of receipt of either the services or invoice, whichever is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be released and paid to the Consultant promptly when work is subsequently performed.

#### **4.0 PROJECT CLOSEOUT**

##### **4.1 Final Audit**

If requested, the Consultant will permit the Department to perform an audit of the records of the Consultant and any or all subconsultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under this Agreement are subsequently properly disallowed by the Department because of accounting errors or charges not in conformity with this Agreement, the Consultant agrees that such disallowed costs are due to the Department upon demand. Further, the Department will have the right to deduct from any payment due the Consultant under any other contract any amount due the Department.

##### **4.2 Certificate of Completion**

A Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference.



Upon execution of the Certificate of Completion, the Consultant will either submit a termination invoice for an amount due or a refund for the overpayment, provided the net difference is not zero.

## 5.0 COMPENSATION RATES

The following tables are provided for definition of contractual rates. Table numbers not listed are not included in this document.

Table 4	SALARY MULTIPLIERS
Table 5	UNLOADED HOURLY RATES
Table 6	LOADED BILLING RATES

Table 4 SALARY MULTIPLIERS	
These rates are fixed and not subject to audit adjustment during the term of the agreement.	
CONSULTANT	OPERATING MARGIN %
Kelly, Collins & Gentry, Inc.	32%
Lotspeich & Associates, Inc.	25%
Leftwich Consulting Engineers, Inc.	32%

Table 5 UNLOADED HOURLY RATES				
<b>A. Multipliers for Rates</b>				
The rates for overhead, expense, and FCCM are fixed and not subject to audit adjustment during the term of the agreement.				
CONSULTANT	OVERHEAD	FCCM	EXPENSE	OPERATING MARGIN
Kelly, Collins & Gentry, Inc.	182.75%	0.113%	7.37%	32%
Lotspeich & Associates, Inc.	172.58%	N/A	10.72%	25%
Leftwich Consulting Engineers, Inc.	200.86%	9.854%	0.35%	32%

<b>B. Contract Rates</b>		
<b>CONSULTANT</b>	<b>JOB CLASS</b>	<b>RATE</b>
Kelly, Collins & Gentry, Inc.	Chief Engineer	\$57.40
	Project Manager	\$45.19
	Senior Engineer	\$48.26
	Senior Planner	\$37.70
	Senior Designer	\$31.86
	Senior Engineering Technician	\$23.00
	Secretary/Clerical	\$25.53
Lotspeich & Associates, Inc.	Senior Specialist	\$39.90
	Project Manager	\$43.27
	Environmental Specialist	\$24.49
	GIS Specialist	\$25.25
	CADD Technician	\$23.85
	Contract Coordinator	\$23.58
	Secretary/Clerical	\$22.05
Leftwich Consulting Engineers, Inc.	Principal/Chief Engineer	\$120.00
	Senior Engineer	\$50.48
	Engineer	\$35.00
	Project Manager	\$38.46

Table 6  
LOADED BILLING RATES

No multipliers will be added to the following rates.

<b>CONSULTANT</b>	<b>ITEM</b>	<b>UNIT</b>	<b>Rate</b>
Speer Construction, LLC	Principal/General Contractor	Hour	\$100.00
W.D. Richardi, Inc.	Principal/General Contractor	Hour	\$113.00
	Principle Associate/General Contractor	Hour	\$55.00
	Associate/General Contractor	Hour	\$55.00
Cornerstone Land Surveying, Inc.	Principle P.S.M.	Hour	\$85.00
	Associate Drafting	Hour	\$60.00
	Field Crew	Hour	\$95.00
The Spivey Group, Inc.	Principle Appraiser	Hour	\$150.00
	Associate Appraiser	Hour	\$100.00
	Staff Researcher	Hour	\$60.00
Computer Graphics Studio, Inc.	Principle	Hour	\$85.00
	Associate	Hour	\$65.00
Gulf Atlantic Consultants, Inc.	Primary Appraiser	Hour	\$125.00
	Associate/Assistant Appraiser	Hour	\$55.00
Fred B. La Due & Associates, Inc.	Principle Appraiser	Hour	\$140.00
	Associate Appraiser	Hour	\$85.00

Table 6  
LOADED BILLING RATES

No multipliers will be added to the following rates.


CONSULTANT	ITEM	UNIT	Rate
Carr, Riggs & Ingram, LLC	Managing Director	Hour	\$150.00
	Managing Consultant	Hour	\$150.00
RC Development Group, Inc.	Petroleum/Construction Expert	Hour	\$150.00
Timothy Gaus, AIA, Inc.	Principle Architect	Hour	\$150.00
David Lee Constantine LLC	Principle Planning/Consulting	Hour	\$150.00
Land Resource Design Group, Inc.	Principle Landscape Architecture	Hour	\$145.00

# Tab L

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Right of Way Committee Members

FROM:  Linda Brehmer Lanosa, Deputy General Counsel

DATE: March 18, 2015

RE: Amendment to Existing Agreement with Hanson Real Estate Advisors, Inc., for Appraisal Services for Parcels Located in S.R. 528/Beachline Project 528-1240 Contract 001092  
**Request for Additional Funds for Services related to the Acquisition of Four Parcels for the Rail Corridor South of State Road 528 to be used by All Aboard Florida**

---

### Background

At the Board's direction, staff is working towards acquiring property to be used, in part, for intercity passenger rail for All Aboard Florida. The corridor includes nine (9) separate parcels, including properties owned by BalBay Realty Ltd, Carlsbad Orlando LLC, Mattamy (Jacksonville) Partnership, and B and M Investment LLC, along with Suburban Land Reserve, Inc., and Farmland Reserve, Inc. A map of the project with the names of the owners of the parcels, along with the names of the owners within a half mile of the project is attached.

With the creation of the Central Florida Expressway Authority ("the Authority"), the Authority has the option to acquire property for fixed guideways through eminent domain proceedings. In order to prepare appraisal reports that are appropriate for condemnation, it is necessary for Mr. Hanson to review all of the available data and information to determine full compensation for the properties to be acquired.

### Request

Approval is requested to authorize an amendment to the existing contract with Hanson Real Estate Advisors, Inc., for additional funds in order to prepare condemnation appraisal reports for the properties owned by BalBay Realty Ltd, Carlsbad Orlando LLC, Mattamy (Jacksonville) Partnership, and B and M Investment LLC. Attached, as backup, are copies of the following:

1. Proposed Scope of Services for the additional services in the not-to-exceed amount of \$125,000.00 for services for four (4) parcels owned by BalBay Realty Ltd, Carlsbad Orlando LLC, Mattamy (Jacksonville) Partnership, and B and M Investment LLC,
2. Existing Contract No. 001092.

HANSON REAL ESTATE ADVISORS, INC  
2233 Second Street • Fort Myers, Florida 33901

Linda Brehmer Lanosa, Esq.  
Deputy General Counsel  
Central Florida Expressway  
4974 ORL Tower Road  
Orlando, Florida 32807

Re: Proposal for Professional Services  
Project: SR 528/ All Aboard Florida  
County: Orange County, Florida

Ms. Lanosa:

The purpose of this correspondence is to provide you a proposal to provide real property appraisal services in regards to the assignment (the Assignment) referenced above. The Assignment consists of three phases: 1) Appraisal services, 2) Litigation support (up to and through an Order of Taking Hearing), and 3) Litigation support (from date of OT Hearing up to and through the date of trial).

Phase 1 (Appraisal Services): Hanson Real Estate Advisors, Inc. (the Appraiser) shall provide CFX (the Client and the Intended User of the appraisal reports) three original copies of appraisal reports for each of the properties identified in the table provided below. The purpose of the appraisal is to estimate the amount due the owner of each of the properties, by reason of the acquisition by CFX of a portion of the properties. The Assignment elements include:

1. Client: The client is the Central Florida Expressway.
2. Intended User of the Appraisal: Central Florida Expressway.
3. Intended Use of the Appraisal: Condemnation.
4. Type of Value to be estimated: Market value.
5. Property Interest to be appraised: Fee simple, subject to noted exceptions.
6. Effective Date of the Opinions and Conclusion: Current, date of inspection.

CFX shall provide to the Appraiser, the professional services of a land planning expert and civil engineer (the Consultants). The Consultants shall provide the Appraiser a separate land planning report for each property. The land planning report shall contain a general, yet complete, description of the parent tract before the taking, the part to be acquired or taken, and the remaining lands after the taking. The planning report shall identify any and all improvements located within the part taken. The Consultants shall be responsible for any and all matters pertaining to the development of remedial plans pertaining to the restoration of storm-water management facilities, or other property features that may be affected by the proposed acquisition or taking area.

Phase 2 (Litigation Support – Order of Taking): Litigation support services include, without limitation, those services that are provided after the completion and delivery of the appraisal reports, referenced above, and up to and through the date an Order of Taking Hearing is completed, in the event such hearing is necessary and takes place. Typically, this includes preparation for and attendance at an Order of Taking Hearing for each property. Preparation includes attendance at office conferences, telephonic conferences, or additional services deemed necessary by the client.

Phase 3 (Litigation Support – Civil Trial): Litigation support services include, without limitation, those services that are provided after the Order of Taking Hearing, referenced above, and up to and through the date a civil trial is completed, in the event such civil trial is necessary and takes place. Typically, this includes preparation for and attendance at an Order of Taking Hearing for each property. Preparation includes attendance at office conferences, telephonic conferences, or additional services deemed necessary by the client.

Compensation: The table, below, includes information pertaining to the amount that the Appraiser shall be paid by CFX for services rendered. The cost estimates pertaining to Phase 2 and Phase 3 are “not-to-exceed-figures.” Because neither the amount of time nor the tasks may be required for are known, at this time, the Appraiser proposes a time-and-expense method of compensation, with total compensation not to exceed those amounts identified within the table.

<u>Parcel Number</u>	<u>Property Owner</u>	<u>Phase 1 (Appraisal)</u>	<u>Phase 2 (Litigation A)</u>	<u>Phase 3 (Litigation B)</u>
Phase 1	Bal Bay Realty, Ltd.	\$25,000	\$5,000	\$7,500
Phase 2	Mattamy Partnership	\$15,000	\$5,000	\$7,500
Phase 3	Carlsbad Orlando LLC	\$25,000	\$5,000	\$7,500
Phase 4	B&M Investment LLC	<u>\$10,000</u>	<u>\$5,000</u>	<u>\$7,500</u>
Total		\$75,000	\$20,000	\$30,000

If you have any questions regarding this correspondence or if I may be of assistance in any way, please do not hesitate to contact me at your earliest convenience.

Respectfully submitted,

Woodward S. Hanson, MAI, CRE, CCIM, FRICS  
 State Cert. Gen. REA1003  
[whanson@hrea.com](mailto:whanson@hrea.com)

**AGREEMENT FOR APPRAISAL SERVICES FOR PARCELS  
LOCATED IN S.R. 528/BEACHLINE PROJECT 528-1240  
Contract 001092**

**THIS AGREEMENT** is effective this 13<sup>th</sup> day of January, 2015, by and between the Central Florida Expressway Authority ("Client"), whose business address is 4974 ORL Tower Road, Orlando, Florida 32807 and Hanson Real Estate Advisors, Inc. ("Appraiser"), whose business address is 2233 Second Street, Fort Myers, Florida 33901.

**WITNESSETH:**

**WHEREAS**, the Client desires to employ the Appraiser to provide appraisal services as described herein; and

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

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

**ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER**

**1.1 Pre-Condemnation Consultation Services**

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

**1.2 Appraisal Services**

An appraisal is to be furnished for the southerly 200' immediately contiguous to the current S.R. 528 right of way as currently owned by:

Bal Bay Realty LTD – Orange County (OC) Tax ID 31-23-31-0000-00-001  
Mattamy (Jacksonville) Partnership (OC) Tax ID 32-23-31-0000-00-001 &  
32-23-31-1952-23-001  
Carlsbad Orlando, LLC (OC) Tax ID 32-23-31-0000-00-002  
B & M Investment LLC (OC) Tax ID 31-23-32-3859-00-030

**1.3 Appraiser of Record**

The Appraiser of Record shall be Woodward S. Hanson who will personally appraise each parcel identified and prepare and deliver six (6) color copies of the Bal Bay Realty and Carlsbad appraisal report(s) to Joseph L. Passiatore, General Counsel at



Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807 by February 2, 2015. The due date for Mattamy and B & M Investment parcels shall be February 16, 2015.

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

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

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

#### **1.4 Subconsultants**

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

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

#### **1.5 Appraiser's Standards of Performance**

The Appraiser shall follow the Uniform Standards of Appraisal Practice (USPAP) to the extent such standards are consistent with the rules on the admissibility of evidence

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

#### **1.6 Appraiser's Obligation to Correct Errors or Omissions**

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

#### **1.7 Non-Exclusive Rights**

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

#### **1.8 Appraiser's Compliance with Laws and Regulations**

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

#### **1.9 Appraiser is not Client's Agent**

The Appraiser is not authorized to act as the Client's agent and shall have no authority, expressed or implied, to act for or bind the Client.

### **ARTICLE 2- TIME**

**2.1** The due date for delivery of the Bal Bay and Carlsbad appraisals shall be no later February 2, 2015. The due date for the Mattamy and B & M Investment appraisals shall be February 16, 2015.

**2.2** If, at any time prior to completion of the services, the Appraiser determines that the services are not progressing sufficiently to meet the Due Date, the Appraiser shall immediately notify the Client in writing and shall provide a description of the cause of the delay, the effect on the scheduled Due Date and the recommended action to meet the Due Date.

**2.3** No extensions of time shall be granted unless in writing and approved by the Client. Any requests for extensions shall be in writing explaining in detail why such extension is necessary and shall be made at least seven (7) days prior to the Due Date to be extended.

### **ARTICLE 3— PAYMENT**

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

All payments made pursuant to this Agreement will be paid to the Appraiser by the Client. Payment for services rendered by any subconsultants may be paid to the Appraiser and the Appraiser shall be fully responsible for making payment to any subconsultant retained by the Appraiser.

#### **3.2 Compensation for Appraisal Services Provided**

It is expressly agreed and understood that the Appraiser shall be paid for satisfactorily performed appraisal services set forth in this Agreement, for each parcel appraised hereunder in accordance with the compensation schedule set forth on **Exhibit A**. No payment shall be made for appraisal services until after the receipt of the appraisal report(s) by the Client. Once a final appraisal report(s) has been provided to the Client, invoices for appraisal services shall be paid within forty-five (45) days after receipt of the invoice. Each appraisal shall be paid at a rate of \$12,500.00 upon delivery of each parcel report. The last one to be paid \$12,499.99.

#### **3.3 Invoices**

The Appraiser shall submit detailed invoices to the Client for all services rendered. The Appraiser represents and warrants that all billable hours and rates furnished by the Appraiser to the Client shall be accurate, complete and current as of the date of this Agreement.

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

### **3.4 Right to Withhold Payment**

The Client shall have the right to withhold payment on any invoice in the event that the Appraiser is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Appraiser.

### **3.5 Total Payments not to Exceed**

All payments made pursuant to this Agreement shall not exceed a total of Forty Nine Thousand Nine Hundred Ninety Nine Dollars (\$49,999.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Forty Nine Thousand Nine Hundred Ninety Nine Dollars (\$49,999.00) upset limit.

## **ARTICLE 4 – LIQUIDATED DAMAGES**

### **4.1 Responses, Modifications, or Corrections**

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

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

## **ARTICLE 5 - RECORDS**

### **5.1 Maintenance of Records**

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

### **5.2 Records Availability and Audit**

All of the Appraiser's records relating to services shall, upon reasonable notice by the Client, be made available to the Client, and the Client shall have the right from time

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

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

### **6.1 Term of Agreement**

Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis until each assigned parcel is completed. No Addenda shall be issued after two (2) years from the effective date of this Agreement. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

### **6.2 Termination**

This Agreement and/or any addenda hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, Appraiser will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Appraiser. The Appraiser shall be paid for the services satisfactorily performed by the Appraiser up until the notice of termination.

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

## **ARTICLE 7- CONFIDENTIALITY**

Unless otherwise required by law, the Appraiser shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third

person, firm or organization, any information generated by the Appraiser or received from the Client, concerning the services rendered by the Appraiser or any subconsultant pursuant to this Agreement.

## **ARTICLE 8- MISCELLANEOUS PROVISIONS**

### **8.1 Notices**

All notices required to be given hereunder shall be in writing and shall be given by United States mail, postage prepaid addressed to the parties' representatives at the address set forth in **Exhibit A**. Neither instant messaging nor facsimile shall be considered notice as required hereunder.

### **8.2 Change of Address**

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

### **8.3 Jurisdiction**

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

### **8.4 Governing Law**

The Agreement shall be governed by the laws of Florida.

### **8.5 Transfers and Assignments**

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

#### **8.6 Member Protection**

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

#### **8.7 Entire Agreement**

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

#### **8.8 Amendment**

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

#### **8.9 No Third-Party Beneficiaries**

No person shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party is intended or implied by the execution of this Agreement. It is agreed and understood between the services rendered hereunder shall be for the benefit of the Central Florida Expressway Authority and its successors and assigns.

#### **8.10 Appraiser Contractual Authorization**

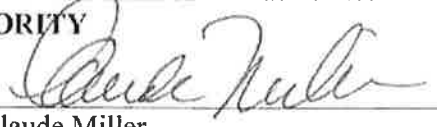
Appraiser represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate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

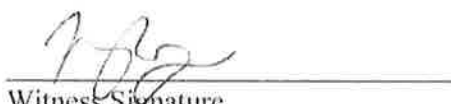
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

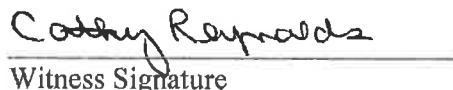
Approved by CFX Legal

  
Joseph L. Passiatore, General Counsel


**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By:   
Claude Miller  
Director of Procurement  
Central Florida Expressway Authority

  
Witness Signature  
Nelson Taylor  
Printed Name

  
Witness Signature  
Cathy Reynolds  
Printed Name

**HANSON REAL ESTATE ADVISORS,  
INC.**

By:   
Woodward S. Hanson, President

RECEIVED  
CONTRACTS DEPT

cas 1/13/15  
SIGNATURE / DATE



**EXHIBIT A**

**Client's Representative**

Central Florida Expressway Authority  
Mr. Joseph L. Passiatore  
4974 ORL Tower Road  
Orlando, Florida 32807

**Appraiser's Representative**

Hanson Real Estate Advisors, Inc.  
Mr. Woodward S. Hanson, President  
2233 Second Street  
Ft. Myers, Florida 33901-3021

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


\$49,999 for all parcels, to be paid in accordance with the schedule set forth in Section 3.2 herein.

**Tab M**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Right of Way Committee Members

FROM:  Linda Brehmer Lanosa, Deputy General Counsel

DATE: March 19, 2015

RE: Authorization to Execute Cooperative Purchase Agreement with Mateer & Harbert, P.A., for Right of Way Legal Counsel Support Services Contract No. 001111

### Background

At the Board's direction, staff is working towards acquiring property to be used, in part, for intercity passenger rail for All Aboard Florida. The corridor includes nine (9) separate parcels, including properties owned by BalBay Realty Ltd, Carlsbad Orlando LLC, Mattamy (Jacksonville) Partnership, and B and M Investment LLC, along with Suburban Land Reserve, Inc., and Farmland Reserve, Inc. A map of the project with the names of the owners of the parcels, along with the names of the owners within a half mile of the project is attached.

With the creation of the Central Florida Expressway Authority ("the Authority"), the Authority has the option to acquire property for fixed guideways through eminent domain proceedings. In order to prepare for condemnation, it is necessary to retain legal counsel to provide right of way acquisition services.

### Request

Approval is requested to execute an agreement with Mateer & Harbert in the not-to-exceed amount of \$975,000 for an initial three-year term to provide right-of-way counsel services. The proposed scope of services, attached hereto, is for the acquisition of four parcels owned by BalBay Realty Ltd, Carlsbad Orlando LLC, Mattamy (Jacksonville) Partnership, and B and M Investment LLC.

This will be a cooperative purchase (piggyback) agreement based on a contract between Mateer & Harbert and Orange County School Board for the same services, which will allow CFX to take advantage of the favorable rates already negotiated by the Orange County School Board. The response to the RFP was originally submitted by Wilson, Garber & Small, P.A., as a joint-ventured response with Swann, Hadley, Stump, Dietrich & Spears. The eminent domain portion of the contract was then transferred from Wilson, Garber & Small to Mateer & Harbert, P.A., when Jay W. Small, Esq., moved to the latter firm. An excerpt of the contract between Mateer & Harbert (formerly Wilson, Garber & Small) with the School Board is attached hereto.

In addition to the express terms in the contract, the cooperative purchase agreement includes the following cost containment strategies:

- CFX will receive a five percent (5%) discount for payment of invoices within thirty (30) days of receipt.
- CFX will receive an additional five percent (5%) volume discount for annual attorneys and paralegal fees in excess of \$250,000.00 per year.
- Mateer & Harbert will not bill CFX for more than one attorney to prepare for and attend depositions. It will not bill for more than one attorney and paralegal at trial. It will not bill for multiple attorneys to attend hearings or mediation. It will not bill for joint attorney conferences or meetings.
- Pre-condemnation consultation will be billed at transactional rates until General Counsel directs that counsel initiate condemnation proceedings.

Attached, as backup, are copies of the following:

1. Proposed Scope of Services for legal services in the not-to-exceed amount of \$975,000, and
2. Excerpt of the Existing Contract with the Orange County School Board.



A T T O R N E Y S   A T   L A W

ORLANDO • OCALA

**JAY W. SMALL**  
**E-MAIL ADDRESS**  
jsmall@mateerharbert.com

**DIRECT LINE**  
**(407) 377-6174**

March 19, 2015

Ms. Linda Brehmer Lanosa, Esq.  
Central Florida Expressway Authority  
Deputy General Counsel  
4974 ORL Tower Road  
Orlando, FL 32807

Re.: Central Florida Expressway Authority – All Aboard Florida Right of Way  
Acquisition.

Dear Ms. Brehmer Lanosa:

Thank you for your consideration of Mateer Harbert as condemnation counsel for the Central Florida Expressway Authority ("CFX") in connection with the All Aboard Florida ("AAF") project. Mateer Harbert has the experience to provide legal representation to CFX in all real estate and condemnation matters related to this project. Mateer Harbert is committed to providing CFX with the finest legal representation available, in a timely manner, and at a reasonable cost.

Mateer Harbert is prepared to provide services to CFX based on the same terms and conditions as exist under Mateer Harbert's agreement with the School Board of Orange County and Orange County Public Schools, a copy of which is attached as Exhibit "A" to this proposal. You will recall that we earlier discussed that this contract was awarded as part of an RFP process initiated by the District. The RFP combined all real estate services in one lot. For purposes of the proposal, the agreement was signed by Swann Hadley Stump Dietrich & Spears, P.A., which was a joint respondent to the RFP, with us. That firm provides real estate transactional services, and Mateer Harbert provides the eminent domain services detailed in the fee schedule.

CFX needs to acquire right of way for the construction of the AAF transportation facilities on the south side of the existing S.R. 528 right of way. The approximate project length is from the west side from Narcoossee Rd. to S.R. 520. You asked for a scope of services for Mateer Harbert's representation of CFX for the right of way acquisitions. Based on the information you provided at the meeting our two meetings and in the right of way ("ROW") tracking sheet attached as Exhibit "B" the primary focus of the scope of services relates to the parcels of property identified in the table below.

<u>Parcel Owner(s)</u>	<u>ROW</u>
Bal Bay Brunetti Realty	17.7 Acres
Mattamy Partnership (Randal Park)	3.1 Acres
Carlsbad Orlando, LLC	166.7 Acres
B&M Investment, LLC	3.1 Acres

Based on our meeting of March 16, 2015, and a review of the draft restricted appraisal reports for Bal Bay Brunetti Realty, Mattamy Partnership, Carlsbad Orlando, LLC, and B&M Investment, LLC, scope of services will involve the following phases: (1) preliminary counseling before CFX makes an initial pre-suit statutory offer; (2) pre-order of take and order of take hearing legal services; and (3) post-order of taking, pretrial legal services, and trial. A general description of specific tasks identified in each of these phases follows.

**I. Pre-condemnation counseling before CFX makes an initial pre-suit statutory offer.**

This phase includes, but is not limited to, the following:

- Provide an opinion regarding public purpose and necessity;
- Review all enabling statutory legislation and easement agreements between CFX and AAF;
- Coordinate with CFX staff and consultants production of preliminary expert witness reports and appraisals;
- Attend all CFX client meetings, meetings with counsel, consultants, staff and right of way committee;
- Coordinate, as directed by CFX staff and consultants, negotiations with property owners; and,
- Perform due diligence, and as directed by CFX staff, prepare, if necessary, all documents, and instruments of conveyance for voluntary pre-suit acquisitions.

At your request, included in this phase is a budget item for legal services to review the existing easement agreements between CFX and AAF to determine whether they pose any necessity or public purpose issues. Since you have advised us that it may be necessary to renegotiate these agreements, include in this phase of the budget are legal services for this work.

**II. Pre-order of take and order of take legal services.**

It is anticipated that services provided in this phase will consist of the following:

- Preparation of all pre-suit notices;
- Preparation of resolution(s) of necessity;
- Assure compliance with all conditions precedent to filing condemnation suit;
- Negotiation with property owners as directed by CFX staff;
- Coordinate delivery of updated expert witness reports;
- Prepare all expert and trial witnesses for order of take hearing; and,
- File condemnation suit, schedule order of take hearing, and attend order of take hearing.

**III. Post-order of taking, pretrial, and trial legal services.**

During this phase, Mateer Harbert will provide the following services:

- Initiate and complete discovery;
- Factual investigation, review of owners' appraisal and expert witnesses reports;
- Pre-trial discovery;
- Prepare for and attend mediation;
- Prepare factual and expert witnesses for deposition and trial;
- Attendance at right client meetings; and,
- Represent CFX at trial and through post-trial hearings.

We have allocated the estimated budget among these three phases below.

<u>PHASE</u>	<u>AMOUNT</u>
I.	\$225,000.00
II.	\$175,000.00

**MATEER HARBERT**

Ms. Linda Brehmer Lanosa, Esq.

March 19, 2015

Page 4

III.

\$500,000.00

Because of the limited amount of information provided with respect to the project and the inability to determine at this time the significant legal issues which may arise before the filing of an order of take hearing or before trial, the scope of services does not include representing CFX in any appellate proceedings. In addition, because of the limited amount of information we have reviewed in preparing this proposed budget, we have tried to provide a "worst case" scenario estimate of potential fees and costs for legal services. The total of all phases above is \$900,000.00. Because of the limited information we have received concerning the specific parent tracts, takings, and impacts on the remainders, we have estimated a contingency of \$75,000.00 in additional legal fees and costs. The dollar amounts allocated to each phase above include attorneys' fees and costs, such as trial exhibits, court reporter fees, and chargeable firm costs. It is unlikely that we will have to try each parcel, but we have nevertheless attempted to estimate the costs of separate trials for budgeting purpose.

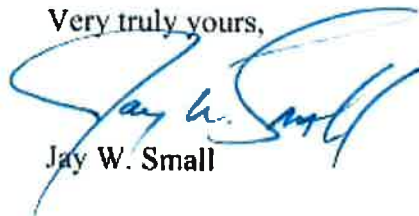
It is assumed, for the purposes of this budget, that the court will order separate valuation trials for each parcel. If parcels are settled pre-suit or early during the litigation, the costs of legal services for these phases will be significantly lower. Although there is a potential that the court will order separate trials, depending on how the facts and legal theories of each case develop, we will try to consolidate valuation trials among the parcels to contain legal fees and costs.

In preparing this proposal, we have not reviewed right of way maps, construction plans, surveys, due diligence reports concerning the physical conditions the parcels, project correspondence, agreements between CFX and AAF, or legal memoranda. If additional facts become known to use during the scope of our representation, this proposal may be subject to change.

Resumes of the attorneys who will work on this matter are enclosed as composite Exhibit "C." Mateer Harbert is committed to containing litigation costs whenever possible, and our practice has been, and will continue to be, to avoid overstaffing cases, but rather to staff cases with attorneys and paralegals only as appropriate.

If I can provide you with any additional information, please do not hesitate to contact me.

Very truly yours,



Jay W. Small

JWS:mfy



**MATEER HARBERT**

Ms. Linda Brehmer Lanosa, Esq.

March 19, 2015

Page 5

cc.: Joseph Passiatore, Esq., (w/enclosures.)

4817-7463-7090, v. 1



**Exhibit A**

**Agreement**

**By and Between**

**The School Board of Orange County, Florida**

**and**

**Swann Hadley Stump Dietrich & Spears, P.A.**

**for**

**Legal Services, Lot 1, "Real Estate"**

This Agreement is made as of the June 26, 2013 by and between The School Board of Orange County, Florida, a political subdivision of the State of Florida, located at 445 West Amelia Street, Orlando, FL 32801 (hereinafter referred to as "School Board") and, Swann Hadley Stump Dietrich & Spears, P.A., a Florida corporation, located at: 1031 W. Morse Blvd., Suite 350, Winter Park, Florida 32789, hereinafter referred to as "the LAW FIRM").

**WITNESSETH:**

**WHEREAS**, SCHOOL BOARD desires to obtain professional legal services; and

**WHEREAS**, the LAW FIRM has the staff and expertise to provide specific legal services to SCHOOL BOARD; and,

**WHEREAS**, the LAW FIRM has been selected through a public competitive bidding procurement process to provide certain legal services to SCHOOL BOARD;

**NOW THEREFORE**, for good and valuable consideration and the mutual promises contained herein, the parties agree as follows:

**ARTICLE 1 - DEFINITIONS**

The following definitions of terms associated with this Agreement are provided to establish a common understanding between both parties to this Agreement, as to the intended application, interpretation, and usage of terms in connection with this Agreement.

"**AGREEMENT**" refers to the executed Agreement by and between SCHOOL BOARD and the LAW FIRM.

"**AMENDMENT**" means a written document authorized by the parties to this Agreement which, when executed by both parties, sets forth any changes to that certain scope of professional services ("**Services**"), attached hereto as "Exhibit A" and incorporated herein by reference, that contemplates a change in the Services, work, and materials to be provided and performed by the LAW FIRM pursuant to this Agreement, sets forth the basis of compensation due to the LAW FIRM, and sets forth the time period and/or schedule for performance and completion thereof.

"**CONFIDENTIALITY**" For purposes hereof, "confidential information" shall mean any non-public information of the other party that is designated as confidential, or that the receiving party knew or reasonably should have known was confidential because it derives independent value from not being generally known to the public. Confidential information shall not include any information which: (a) a party can demonstrate was rightfully in its possession prior to the date of disclosure to it by the other party; (b) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of a party; (c) a party has developed independently without reference to any confidential information of the other party; (d) a party can demonstrate such information came into its possession from a third-party who had a bona fide right to make such information available; or (e) is subject to the Florida Public Records Law, Chapter 119, Florida Statutes or any other information required to be disclosed by a valid court order or agency of government.

"The LAW FIRM" means Swann Hadley Stump Dietrich & Spears, P.A. , authorized to conduct business in the State of Florida, offering professional Services hereunder which has executed this Agreement, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the legal Services, work and materials including any sub-consultant, required under the covenants, terms and provisions contained in this Agreement and any and all Amendments thereto.

"FUNDS" shall mean payment made by SCHOOL BOARD to The LAW FIRM.

"OCPS" shall mean Orange County Public Schools.

"PARTIES" shall mean the parties entering into this Agreement, SCHOOL BOARD and The LAW FIRM respectively.

"SERVICES" shall mean the professional services as set forth and required, pursuant to the Agreement and described in further detail on "Exhibit A" attached hereto and incorporated herein by reference.

## **ARTICLE 2 - AMENDMENTS AND MODIFICATIONS**

No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

## **ARTICLE 3 - TERM AND TERMINATION**

This Agreement shall be effective for an initial term commencing on June 26, 2013, and shall continue through June 25, 2016, unless sooner terminated as provided hereunder with the option to extend the Agreement for up to two (2) additional one-year periods each by mutual written consent of both parties.

If any deficiency occurs during the term of this Agreement caused by the LAW FIRM, the LAW FIRM shall have ten (10) days to correct the deficiency. Deficiencies must be corrected within ten (10) days; otherwise a recommendation will be made to SCHOOL BOARD for immediate cancellation. Upon cancellation hereunder, SCHOOL BOARD may pursue any and all legal remedies as provided herein and by law.

SCHOOL BOARD, reserves the right to terminate this Agreement, at any time and for any reason, upon giving sixty (60) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, SCHOOL BOARD will be relieved of all obligations under said contract. SCHOOL BOARD will be required to pay to the LAW FIRM only that amount of the contract actually performed to the date of termination. Access to any and all work papers or work product will be provided to SCHOOL BOARD after the Termination of the contract.

the LAW FIRM will have the option to terminate the contract upon written notice to the Senior Director of Procurement Services. Such notice must be received at least sixty (60) days prior to the effective date of termination.

Cancellation of contract by the LAW FIRM may result in removal from future solicitations for a period of three years.

## **ARTICLE 4 - BILLING**

The LAW FIRM shall submit monthly billing for each particular matter. Payment will be satisfied pursuant to the provision of Article 5 hereunder. Invoices should provide a concise summary of each entry which will sufficiently describe the particular entry. The LAW FIRM shall record and bill time in one-tenth of an hour increments (or every six minutes). SCHOOL BOARD shall reserve the right request additional documentation for any charge and the parties may agree to delete, strike or waive any disputed charges submitted. SCHOOL BOARD also reserves the right to request new invoicing be submitted, if necessary, at no additional charge.

Expenses related to the matters handled by the LAW FIRM shall be reimbursed by SCHOOL BOARD, except that there shall NOT be reimbursement for any of the following: POSTAGE, LONG DISTANCE

**CHARGES, FAX TRANSMISSIONS, SCANNING and/or MEALS.**

The LAW FIRM may request that payments be made directly to the service provider. However, in order for SCHOOL BOARD to process direct payments, service providers must be registered OCPS vendors. Reimbursement of expenses will be made only in the exact amounts incurred by the the LAW FIRM without any mark up or multipliers and will require submittal of receipts in support of the expenses. Photocopying charges will be reimbursed at the rate of ten cents (\$0.10) per page. Expenses over the amount of \$500.00 will require prior authorization from the General Counsel. Expenses incidental to travel outside of Orange County will be compensated at the State of Florida per diem rate.

**ARTICLE 5 - PAYMENT**

SCHOOL BOARD agrees to provide Funds for the Agreement as outlined in "Exhibit B." Payments shall be made on or about forty-five (45) days after SCHOOL BOARD's receipt of invoice. SCHOOL BOARD shall pay these fees to the LAW FIRM for services rendered as outlined in "Exhibit B" which includes all direct charges, indirect charges and reimbursable expenses, if any. SCHOOL BOARD, through its General Counsel, reserves the right to contest any charge or charges including a request for greater clarification and detail on any line item submitted for payment. The parties agree that SCHOOL BOARD reserves the sole right to determine if any discrepancies in billing practices or invoices are significant. If deemed significant, SCHOOL BOARD unilaterally reserves the right to terminate the Agreement pursuant to the termination provisions contained in this Agreement.

**ARTICLE 6 - AVAILABILITY OF FUNDS**

The obligations of SCHOOL BOARD under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and SCHOOL BOARD.

**ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the LAW FIRM shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be adjusted to exclude any significant sums should SCHOOL BOARD determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to an outside LAW FIRM. SCHOOL BOARD shall exercise its rights under this "Certificate" within one year following final payment.

**ARTICLE 8 - PERSONNEL**

The LAW FIRM represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of SCHOOL BOARD.

All of the services required herein under shall be performed by the LAW FIRM or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services.

Any changes in the Principal Lawyer position must be made known to SCHOOL BOARD' representative as soon as it is reasonably possible. The LAW FIRM agrees to work closely with SCHOOL BOARD to ensure that the work and cooperation between the two organizations is efficient and mutually productive to both parties.

Fingerprinting (Jessica Lunsford Act): the LAW FIRM and any of his employees performing services hereunder shall comply with any and all applicable requirements of the Jessica Lunsford Act which provides in pertinent part in Section 1012.465, Florida Statutes, that:

Except as provided in s. 1012.467 or s. 1012.468 (Florida Statutes), non-instructional school district employees or contractual personnel who are permitted access on school

grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32 (Florida Statutes). Contractual personnel shall include any vendor, individual, or entity under contract with the school board.

The cost of screening any applicable personnel shall be borne by the LAW FIRM. Key LAW FIRM personnel, as identified by the parties, may apply for any identification badges as issued by OCPS to other vendors to allow key LAW FIRM employees access to SCHOOL BOARD and OCPS facilities. Note that membership in the Florida Bar or any other Bar does not confer access to OCPS facilities nor is there any current exception for attorneys under the Jessica Lunsford Act.

#### **ARTICLE 9 - FEDERAL AND STATE TAX**

SCHOOL BOARD is exempt from Federal Tax and State Tax for Tangible Personal Property. SCHOOL BOARD will sign an exemption certificate submitted by the LAW FIRM. The LAW FIRM shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with SCHOOL BOARD, nor shall the LAW FIRM be authorized to use SCHOOL BOARD' Tax Exemption Number in securing such materials.

The LAW FIRM shall be responsible for payment of its own FICA and Social Security benefits with respect to this Contract, as well as any other applicable taxes.

#### **ARTICLE 10 - DOCUMENTATION AND REPORTING**

In the performance of this Agreement, the LAW FIRM shall maintain books, records and accounts of all activities in compliance with standard accounting procedures and for all activities outlined in "Exhibit A," as attached. Also, LAW FIRM shall maintain and produce for inspection any public records, including those for matters regarding litigation, created or produced on behalf of the SCHOOL BOARD and subject to the provisions of Chapter 119, Florida Statutes.

#### **ARTICLE 11 – INSURANCE**

SCHOOL BOARD in its sole discretion, reserves the right to require all such appropriate and applicable insurance, and in the minimum amounts, as described herein:

The Law firm shall obtain and maintain in full force and effect throughout the initial Term and any Renewal Term, with a reputable insurance carrier qualified to do business in the state or states in which the Premises are located and having a rating of not less than "A" from A.M. Best & Company. Insurance coverage shall consist of the following:

General Liability Insurance in amounts of not less than One Million Dollars (\$1,000,000) for injury to any one person and One Million Dollars (\$1,000,000) for property damage. All policies of insurance shall be written on a per occurrence basis. All such insurance policies shall, to the extent permitted under applicable law, provide that (a) the policies shall not be cancelled nor shall any material change be made therein without at least ten (10) days prior written notice to Orange County Public School (SCHOOL BOARD) and (b) SCHOOL BOARD is to be named as an additional insured party with respect to Respondent activities.

Worker's Compensation Insurance: The Law firm shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440 including Employers Liability limits of \$500,000 per accident for bodily injury, \$500,000 per employee for bodily injury by disease and \$500,000 policy limit for bodily injury by disease. The Law firm shall require all subcontractors to maintain such insurance during the life of this Contract.

Professional Liability Insurance: The Law firm shall maintain during the life of this Contract and for five years after expiration of contract a professional liability limit of \$1,000,000.00.

All such insurance policies shall, to the extent permitted under applicable law, provide that (a) the policies shall not be cancelled nor shall any material change be made therein without at least ten (10) days prior written notice to Orange County Public School (OCPS) and (b) OCPS is to be named as an additional insured party with respect to Respondent activities.

All policies required by this contract, with the exception of Professional Liability and Workers' Compensation, or unless specific approval is given by OCPS Risk Management, are to be written on an occurrence basis, shall name Orange County School Board as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers' Compensation, shall agree to waive all rights of subrogation against Orange County School Board.

Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Orange County School Board Risk Management (445 W. Amelia Street, Orlando, FL 32801. Attn. Risk Mgmt) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by OCPS Risk Management before the Law firm will be allowed to commence or continue work. All certificates will reference the contract, bid, project or job number on the certificate. All insurance carriers listed on the certificate must have their corresponding AM Best carrier ID listed.

#### **ARTICLE 12 - TIME OF ESSENCE**

Time is of the essence concerning the performance of all terms and conditions of this Agreement.

#### **ARTICLE 13 - STANDARD OF CARE AND DISCLOSURE OF PROFESSIONAL MISCONDUCT**

In providing Services under this Agreement, the LAW FIRM will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice by SCHOOL BOARD, the LAW FIRM will correct those Services not meeting such a standard. LAW FIRM agrees to notify SCHOOL BOARD in writing of ANY members of the firm that may be reprimanded, suspended, disbarred or otherwise disciplined by the Florida Supreme Court during the course of this Agreement.

#### **ARTICLE 14 - INDEMNIFICATION**

The LAW FIRM shall indemnify and hold harmless SCHOOL BOARD, its officers, agents, and employees harmless from and against all claims, suits, actions, damages and/or cause of action which may arise from any negligent act or omission of the LAW FIRM, its agents, servants, or employees as a result of the performance of services under this Contract, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Contract shall be deemed to affect the rights, privileges and immunities of SCHOOL BOARD as set forth in Section 768.28, Florida Statutes.

#### **ARTICLE 15 - SUCCESSORS AND ASSIGNS**

SCHOOL BOARD and the LAW FIRM each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither SCHOOL BOARD nor the LAW FIRM shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of SCHOOL BOARD, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than SCHOOL BOARD and the LAW FIRM.

#### **ARTICLE 16 - GOVERNING LAW AND REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary and arising out of the Agreement will have its venue in the Ninth Judicial Circuit Court for Orange County

and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 17 - CONFLICTS OF INTEREST**

The LAW FIRM represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The LAW FIRM further represents that no person having any interest shall be employed for said performance. The LAW FIRM shall promptly notify SCHOOL BOARD in writing by certified mail through the SCHOOL BOARD General Counsel of all potential conflicts of interest for any prospective business association, interest or other circumstances which may influence or appear to influence the LAW FIRM's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstances, the nature of work that the LAW FIRM may undertake and request an opinion of SCHOOL BOARD as to whether the association, interest or circumstance would, in the opinion of SCHOOL BOARD, constitute a conflict of interest if entered into by the LAW FIRM. SCHOOL BOARD agrees to notify the LAW FIRM of its opinion by certified mail within 30 calendar days of receipt of notification by the LAW FIRM. If, in the opinion of SCHOOL BOARD, the prospective business association, interest or circumstance would not constitute a conflict of interest by the LAW FIRM, SCHOOL BOARD shall so state in the notification and the LAW FIRM shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to SCHOOL BOARD by the LAW FIRM under the terms of this Contract. If SCHOOL BOARD in its sole discretion determines that there is a conflict, the LAW FIRM shall not enter into or terminate the Contract with the business associate.

The LAW FIRM shall also notify SCHOOL BOARD in writing, through the SCHOOL BOARD General Counsel of any potential conflicts regarding the representation of the SCHOOL BOARD or OCPS and any other clients the LAW FIRM may represent. The disclosure and ability to waive or not waive any conflicts shall be at the sole discretion of the SCHOOL BOARD and pursuant to any professional rules of conduct promulgated by either the Supreme Court or the Florida Bar governing potential or actual conflicts.

#### **ARTICLE 18 - INDEPENDENT CONSULTANT RELATIONSHIP**

The LAW FIRM is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of SCHOOL BOARD. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the LAW FIRM's sole direction, supervision, and control. The LAW FIRM shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the LAW FIRM's relationship and the relationship of its employees to SCHOOL BOARD shall be that of an independent contractor and not as employees or agents of SCHOOL BOARD. The LAW FIRM does not have the power or authority to bind SCHOOL BOARD in any promise, agreement or representation other than specifically provided for in this Agreement or as otherwise agreed upon in writing by the parties.

Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the parties or any affiliate thereof, or to provide any party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other party.



#### **ARTICLE 19 - ARREARS**

The LAW FIRM shall not pledge SCHOOL BOARD's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. The LAW FIRM further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

#### **ARTICLE 20 - DISCLOSURE OF OWNERSHIP OF DOCUMENTS**

The party receiving Confidential Information will not at any time disclose to any person or entity (including, without limitation, any member of the media) or use for its own benefit or the benefit of anyone, confidential information of the other party without the prior written consent of said party. Neither party shall be liable for disclosure of confidential information if made in response to a valid order of a court, authorized agency of government, or in compliance with Chapter 119, Florida Statutes.

#### **ARTICLE 21 - CONTINGENT FEES**

The LAW FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the LAW FIRM to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the LAW FIRM, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract

#### **ARTICLE 22 - ACCESS AND AUDITS**

The LAW FIRM shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least seven (7) years after completion of this Contract. SCHOOL BOARD or its duly authorized representatives shall have access to such books, records, and documents as required in this section for the purpose of inspection, audit, excerpts and transcription during normal business hours, at SCHOOL BOARD's cost, upon five (5) days written notice

#### **ARTICLE 23 - NONDISCRIMINATION**

The LAW FIRM warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age or national origin

#### **ARTICLE 24 - SURVIVAL**

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. The insurance and indemnity provisions set forth in the Agreement shall survive the termination of the Agreement.

#### **ARTICLE 25 - AUTHORITY TO REPRESENT**

The LAW FIRM hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct business and that it will, at all times, conduct its business activities in a reputable and ethical manner.

#### **ARTICLE 26 - COMPLIANCE WITH LAWS**

The LAW FIRM agrees to comply with all laws, codes, rules, and regulations bearing on the conduct of work, including those of the Federal, State, and local agencies having jurisdiction.

#### **ARTICLE 27 - SEVERABILITY**

If any terms or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 28 - NAMES; TRADEMARKS**

The LAW FIRM shall acquire no rights under the Agreement to, and shall not use, the name of SCHOOL BOARD, OCPS, or the name of "Orange County Public Schools" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "SCHOOL BOARD Marks") in any of the LAW FIRM's advertising, publicity or promotion; to express or imply any endorsement by SCHOOL BOARD or Orange County Public Schools of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited ) without the prior review and written approval by SCHOOL BOARD, except as expressly permitted herein. No advertisement, publication or other use of SCHOOL BOARD Marks shall be published or otherwise promulgated by the LAW FIRM without SCHOOL BOARD's prior inspection and written approval. This clause shall survive the expiration or sooner termination of the Agreement.

#### **ARTICLE 29 - NON-EXCLUSIVE AGREEMENT**

The parties understand and agree this Agreement is a non-exclusive agreement and the parties hereto may participate in other comparable programs to and from any other person or entity.

#### **ARTICLE 30 - ENTIRETY OF AGREEMENT**

SCHOOL BOARD and the LAW FIRM agree that this Agreement and any documents made a part thereof, sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 31 - OTHER CONDITIONS**

Legal Authority: It is understood that those signing this Agreement have the legal authority to enter into binding Agreements.

Terms and Conditions: This Agreement contains all the terms and conditions agreed upon by the Parties. Items incorporated by reference are physically attached hereto. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto.

#### **ARTICLE 32 - NOTICE**

All formal notices, proposed changes and determinations between the parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by certified United States mail, postage prepaid, to the parties at the contact information listed below:

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**  
Office of Legal Services  
Attn: General Counsel for OCPS  
445 W Amelia Street, Ninth Floor

Swann Hadley Stump Dietrich & Spears, P.A.  
Attn: Stuart Buchanan

1031 W. Morse Blvd., Suite 350

Orlando, FL 32801

Winter Park, Florida 32789

IN WITNESS WHEREOF, SCHOOL BOARD has made and executed this Agreement and Swann Hadley Stump Dietrich & Spears, P.A. in association with Broad and Cassel has made and executed this Agreement on the day and year above written.

Swann Hadley Stump Dietrich & Spears, P.A.

WITNESS:

By

Rhonda Powell 5-29-14  
Name & Title (Type or Print) Date

For: Swann Hadley Stump Dietrich & Spears, P.A.

Stuart Buchanan  
Authorized Representative Signature

Stuart Buchanan 5-29-14  
Name & Title (Type or Print) Date

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA:

ATTEST

By

Nila A. Anderson 8/21/14  
Name & Title (Type or Print) Date

Michael Eugene  
Authorized Representative Signature

Michael Eugene, Chief Operations Officer

8/21/14  
Date

Reviewed by:

Woody Rodriguez  
SCHOOL BOARD General Counsel

8/15/14  
Date

**Fee Schedule**

**REAL ESTATE TRANSACTIONAL SERVICES:**

Proposed Hourly Rate for the Principal Attorney/Senior Attorney	\$200.00
Proposed Hourly Rate for Associates	\$160.00
Proposed Hourly Rate for Paralegals	\$85.00

**EMINENT DOMAIN SERVICES:**

Proposed Hourly Rate for the Principal Attorney/Senior Attorney	\$225.00
Proposed Hourly Rate for Associates	\$160.00
Proposed Hourly Rate for Paralegals	\$85.00

### **Scope of Services**

The LAW FIRM will provide professional legal services on a case-by-case basis relating to:

- Public real estate transactions
- Telephone consultations with District staff including appraisers, hired experts, third party claims adjusters or advisors
- Hire and retain consultants such as appraisers, land use experts, etc. with General Counsel approval
- Review proposed real estate contracts and agreements, as requested
- Assist with negotiations for the acquisition of real property, as requested
- Issue title opinions for real property subject to lease to the Orange County School Board by the Orange County School Board Leasing Corporation
- Provide legal opinions, as needed, on developing legislative issues or cases relevant to the acquisition of property by governmental agencies
- Provide representation before administrative boards or political bodies, as necessary
- Initiate and represent the Orange County School Board in eminent domain proceedings, as needed
- Provide estimated fees and costs for each case assigned to the law firm, upon request
- Provide no less than quarterly reporting to the General Counsel on pending matters



# CERTIFICATE OF LIABILITY INSURANCE

SWANN-1 OP ID: KAWA

DATE (MM/DD/YYYY)

05/19/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018 Brown & Brown of FL Inc	<b>CONTACT</b> NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
<b>INSURED</b> SWANN & HADLEY, STUMP, DIETRICH & SPEARS, P A 1031 W MORSE BLVD STE 350 WINTER PARK, FL 32789	<b>E-MAIL</b> ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A: American Economy</b>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
<b>NAIC #</b> 19690		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners	X	02BP84879950	11/06/13	11/06/14	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		02BP84879950	11/06/13	11/06/14	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					
DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Orange County School Board Risk Management is listed as Additional Insured Designated Person or Organization per form BP7057.							

**CERTIFICATE HOLDER****CANCELLATION**

ORCOSC1

Orange County School Board  
Risk Management  
445 West Amelia St  
Orlando, FL 32801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.





**HNTB**
**AAF Right-of-Way (ROW) Tracking Sheet**  
*(excludes ROW acquisition needs at Stations)*
**Last Update**  
**5-Mar-15**

#	Description/ Parcel Owner	TOTAL ROW/ Easement	"Ball in Court"
		acres	
<b>1</b>	<b>GOAA</b>		
	Vehicle Maintenance Facility	79.3	AMEC
	AAF Rail Line Easement	20.9	AMEC
	AAF Rail Line Slope & Drainage Easement	19.8	AMEC
	AAF Air Rights	3.0	AMEC
<b>2</b>	<b>Cargo Road Exit Ramp (From CFX to GOAA)</b>	0.2	CFX/AAF
<b>3</b>	<b>AAF Lease Area Within CFX R/W (CFX to AAF)</b>	60.0	HNTB/CFX
<b>4</b>	<b>Narcoosse Exit Ramp (From GOAA to CFX)</b>	1.3	Atkins
<b>5</b>	<b>City of Orlando Pond</b>	0.0	AAF / HNTB
<b>6</b>	<b>Bal Bay Brunetti Realty (Includes AT&amp;T road but excludes hut)</b>	17.6	Atkins
	AT&T Parcel	0.1	AAF / HNTB
<b>7</b>	<b>Mattamy Partnership (Randal Park) (includes Duke Energy Easement)</b>	3.1	Atkins/HNTB
<b>8</b>	<b>Carlsbad Orlando LLC -Brunetti (Includes Orange county easement)</b>	166.7	Atkins/HNTB
<b>9</b>	<b>OUC Rail line</b>	0.1	Atkins/HNTB
<b>10</b>	<b>B&amp;M Investment LLC- Mujdat Guler (Excludes Stormwater mitigation)</b>	3.1	Atkins
<b>11</b>	<b>Suburban Land Reserve Inc (in OOCEA Portion)</b>	46.5	Atkins
<b>12</b>	<b>Farmland Reserve Inc (in OOCEA Portion)</b>	270.0	Atkins
	Farmland Reserve Inc (Drainage ponds at Dallas Toll)	10.0	Atkins
<b>13</b>	<b>FDOT Lease Area</b>	TBD	HNTB
<b>14</b>	<b>Palmetto Avenue Parcels- SW quadrant of SR 528/I-95 IC</b>	3.3	
	1.Canaveral Groves	0.0	AAF
	1A. Bugala	0.2	AAF
	2.Brevard County	0.1	AAF
	3 Brevard County	0.1	AAF
	3A- Brevard County (Palmetto Ave ROW and Drainage easement)	0.4	AAF
	4.Wuesthoff/Adam Storck	0.2	AAF
	5.Morin	0.6	AAF
	6.Ashby	1.7	AAF



**Parcel #2: Cargo Road Exit Ramp:**

- 1.) Cargo Road Exit Ramp (From CFX to GOAA) ..... 0.23 acres

**Action Items:**

- 1.) Atkins to review Sketches and Legal Descriptions ..... Due Date: 3.12.2015  
2.) CFX to determine surplus ..... Due Date: 3.15.2015  
3.) AAF to appraise parcel ..... Due Date: 4.15.2015

**Location:**



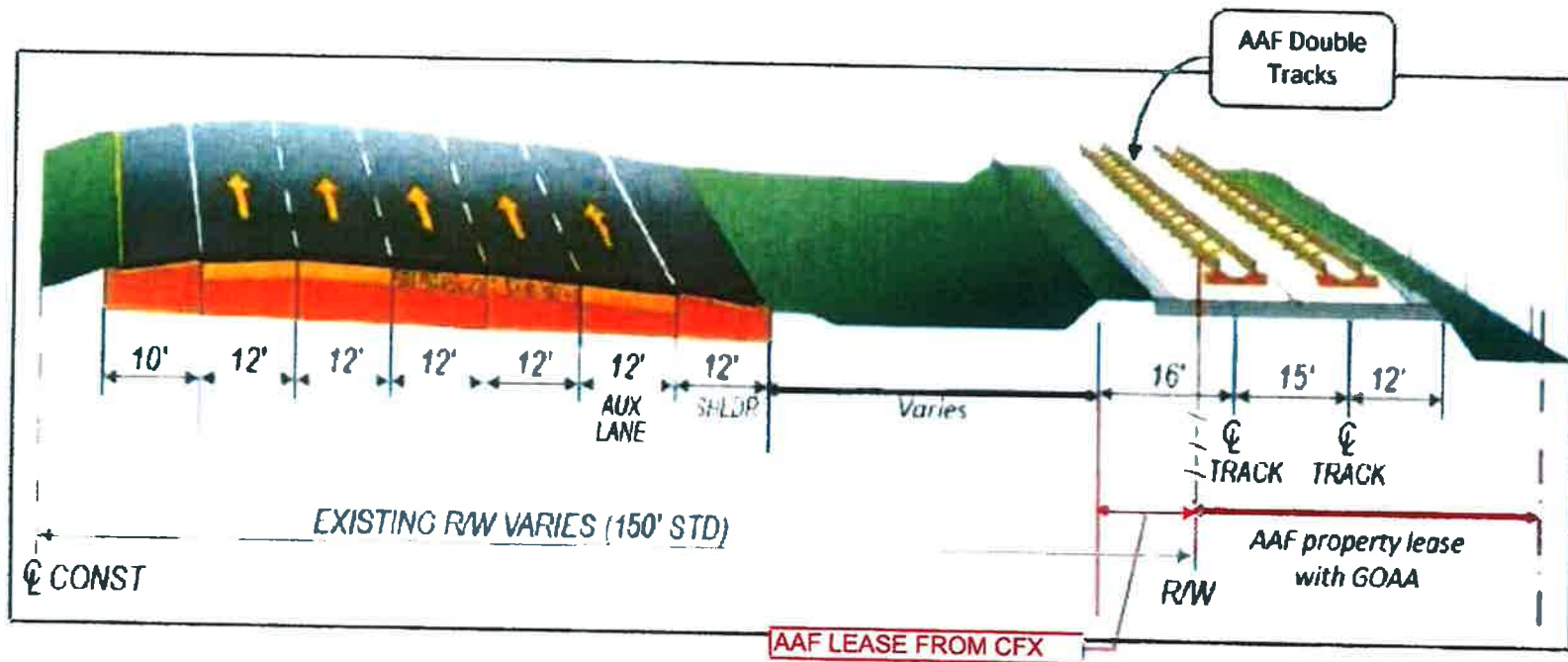
**Parcel #3: AAF Lease Area within CFX ROW:**

- 1.) AAF Lease Area within CFX ROW (CFX to AAF) ..... 60.0 acres

**Action Items:**

- 1.) HNTB to provide AAF PE02 plans & DGN files to CFX/Atkins ..... Due Date: 3.23.2015
- 2.) HNTB and CFX to meet on Lease boundary ..... Due Date: 3.30.2015

**Location:** From SR 436 to SR 520 (shown below applies west of SR 417)





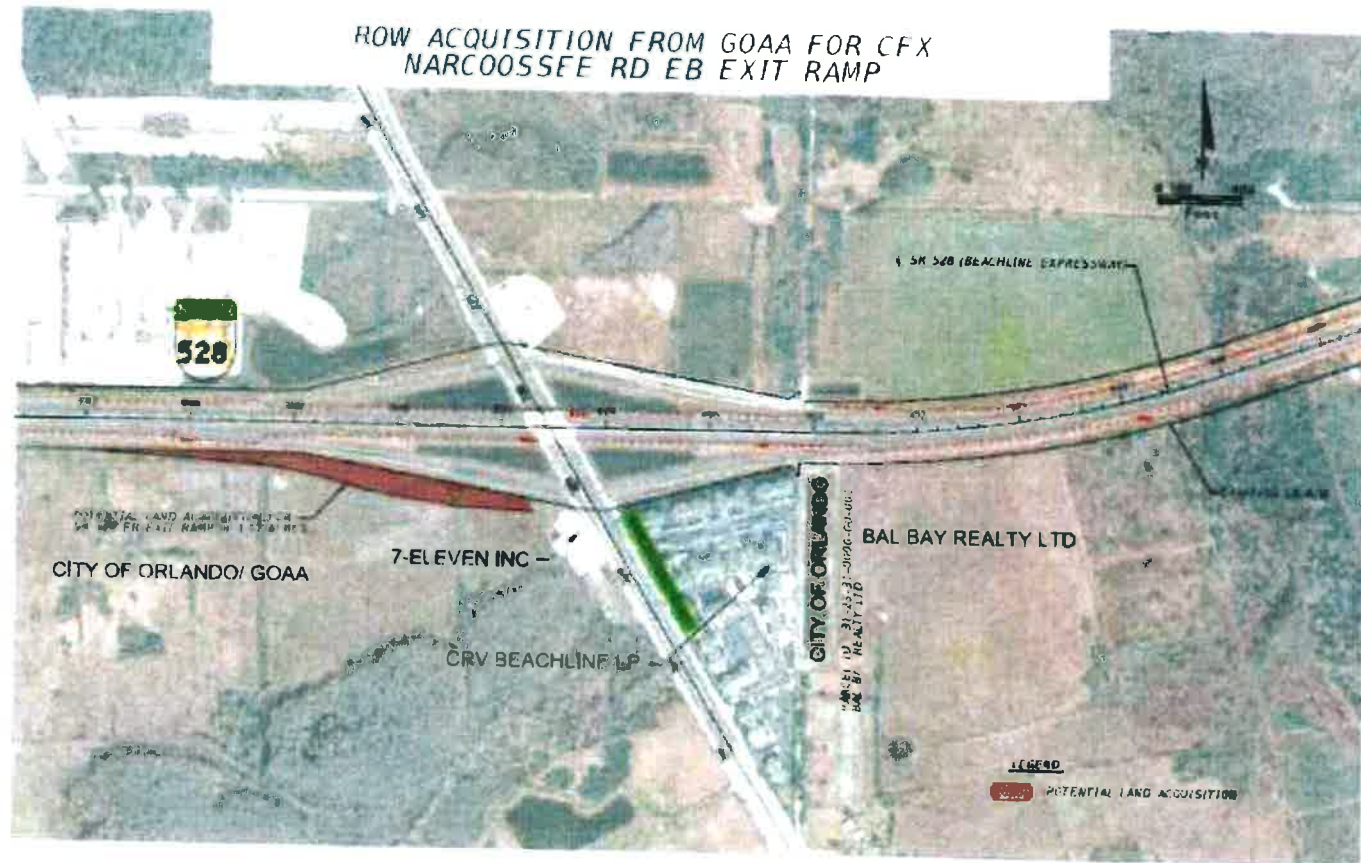
**Parcel #4: Narcoossee Exit Ramp**

- 1.) Narcoossee Exit Ramp (From GOAA to CFX) .....1.3 to 3.3 acres

**Action Items:**

- 1.) HNTB, CFX and Atkins to meet on ramp design and border width ..... Due Date :3.19.2015  
2.) AAF to appraise parcel ..... Due Date: 4.15.2015

**Location:**



Parcel #5: City of Orlando Pond

1.) City of Orlando Pond..... 0.01 acres

Action Items:

- 1.) AAF to meet with City of Orlando..... Due Date: TBD
- 2.) AAF to obtain appraisal for property..... Due Date: TBD

Location:





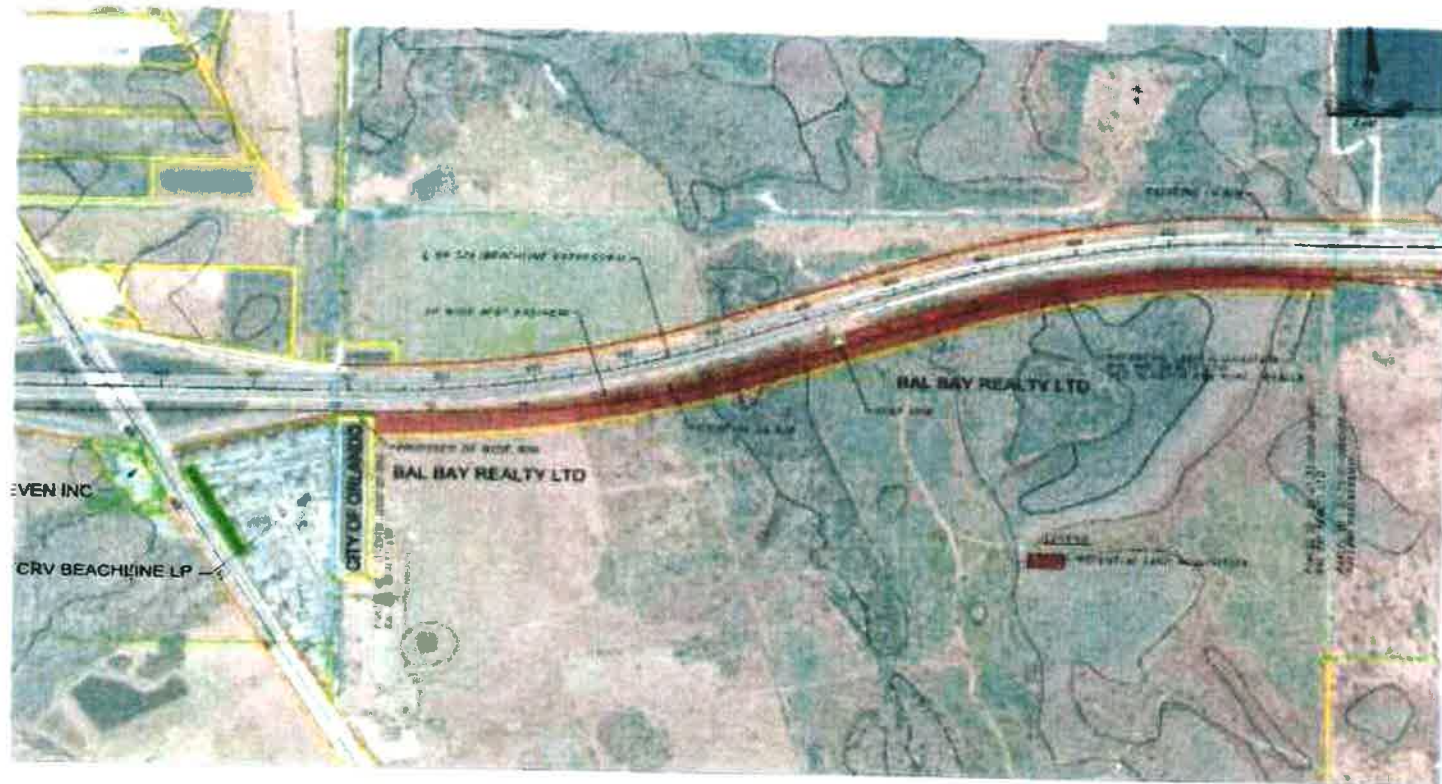
**Parcel #6: Bal Bay Brunetti Realty**

- 1.) Bal Bay Brunetti Realty (Includes AT&T road but excludes hub)..... 17.6 acres

**Action Items:**

- 1.) Atkins reviewing AMEC's 3<sup>rd</sup> round of sketches and legal descriptions..... Due Date: 3.12.2015

**Location:**



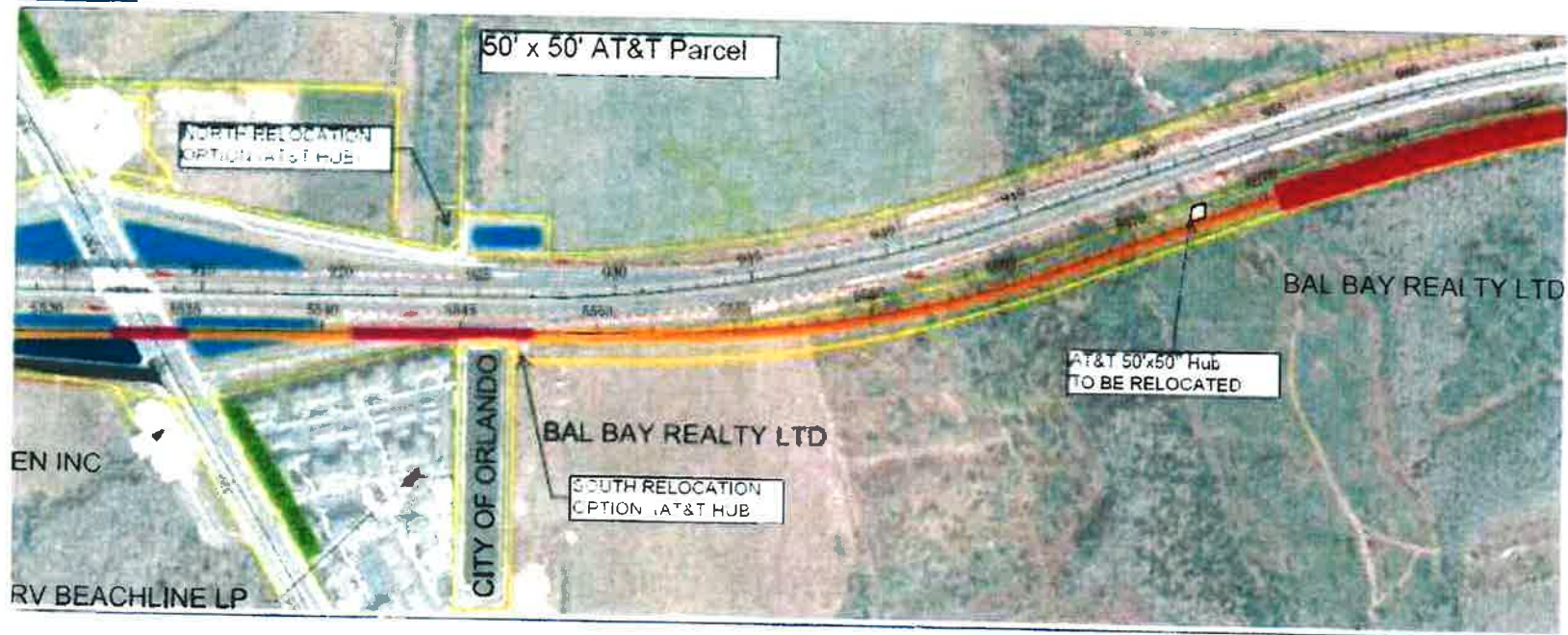
**Parcel #6.1: AT&T Parcel:**

- 1.) AT&T Parcel .....0.06 ac

**Action Items:**

- 1.) AAF/HNTB to continue coordination with AT&T for relocation options ..... Due Date: 3.12.2015  
2.) HNTB to provide American Title with AT&T north parcel information..... Due Date: 3.09.2015

**Location:**





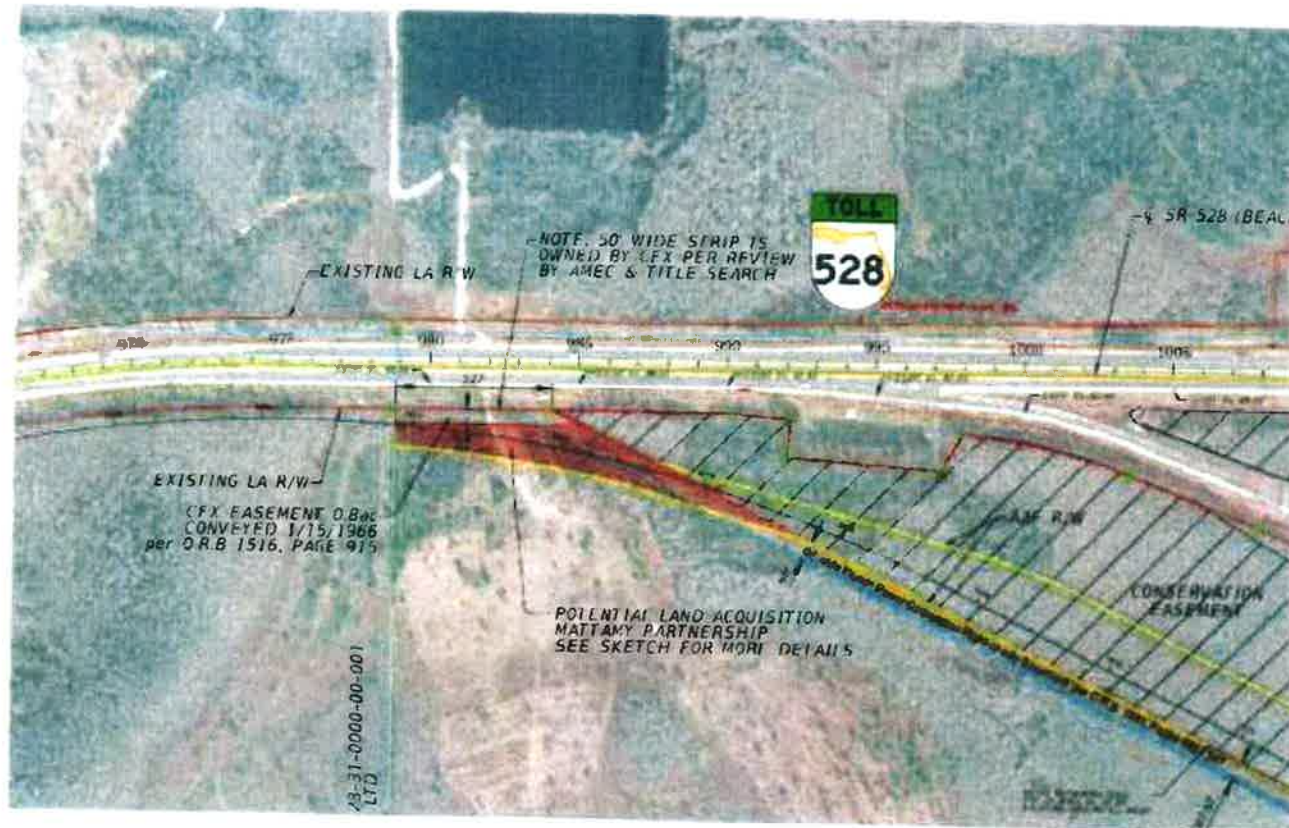
**Parcel #7: Mattamy Partnership**

- 1.) Mattamy Partnership (Randal Park) (includes Duke Energy Easement) ..... 3.1 acres

**Action Items:**

- 1.) Atkins reviewing 3<sup>rd</sup> round of sketches and legal descriptions from AMEC ..... Due Date: 3.12.2015  
2.) AAF/HNTB to meet with Duke Energy to address easement issues..... Due Date: 3.23.2015

**Location:**



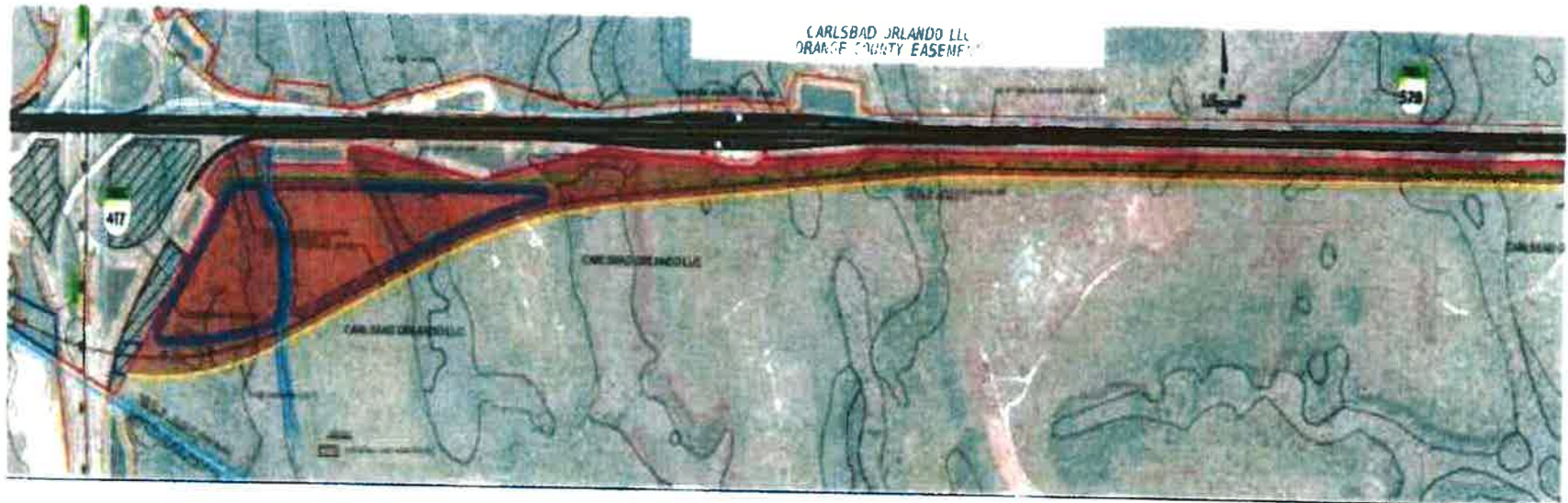
**Parcel #8: Carlsbad Orlando LLC - Brunetti**

- 1.) Carlsbad Orlando LLC - Brunetti (Includes Orange County Easement) ..... 166.7 acres

**Action Items:**

- 1.) Atkins reviewing 3<sup>rd</sup> round of sketches and legal descriptions from AMEC..... Due Date: 3.12.2015
- 2.) HNTB to contact Orange county on Water Easement..... Due Date: 3.12.2015
- 3.) HNTB to continue coordination with CFX/Atkins with design information supporting the need for Floodplain Compensation ponds. .... Due Date: 3.16.2015

**Location:**





**Parcel #9: OUC Rail Line**

- 1.) OUC Rail Line ..... 0.1 acres

**Action Items:**

- 1.) Atkins to provide OUC RR and FGT Gas line agreements permits to determine AAF requirements .....
- 2.) HNTB to develop air rights and permanent easement requirements to be included in te AAF overall easement documents with CFX..... Due Date: TBD - See #3

**Location:**



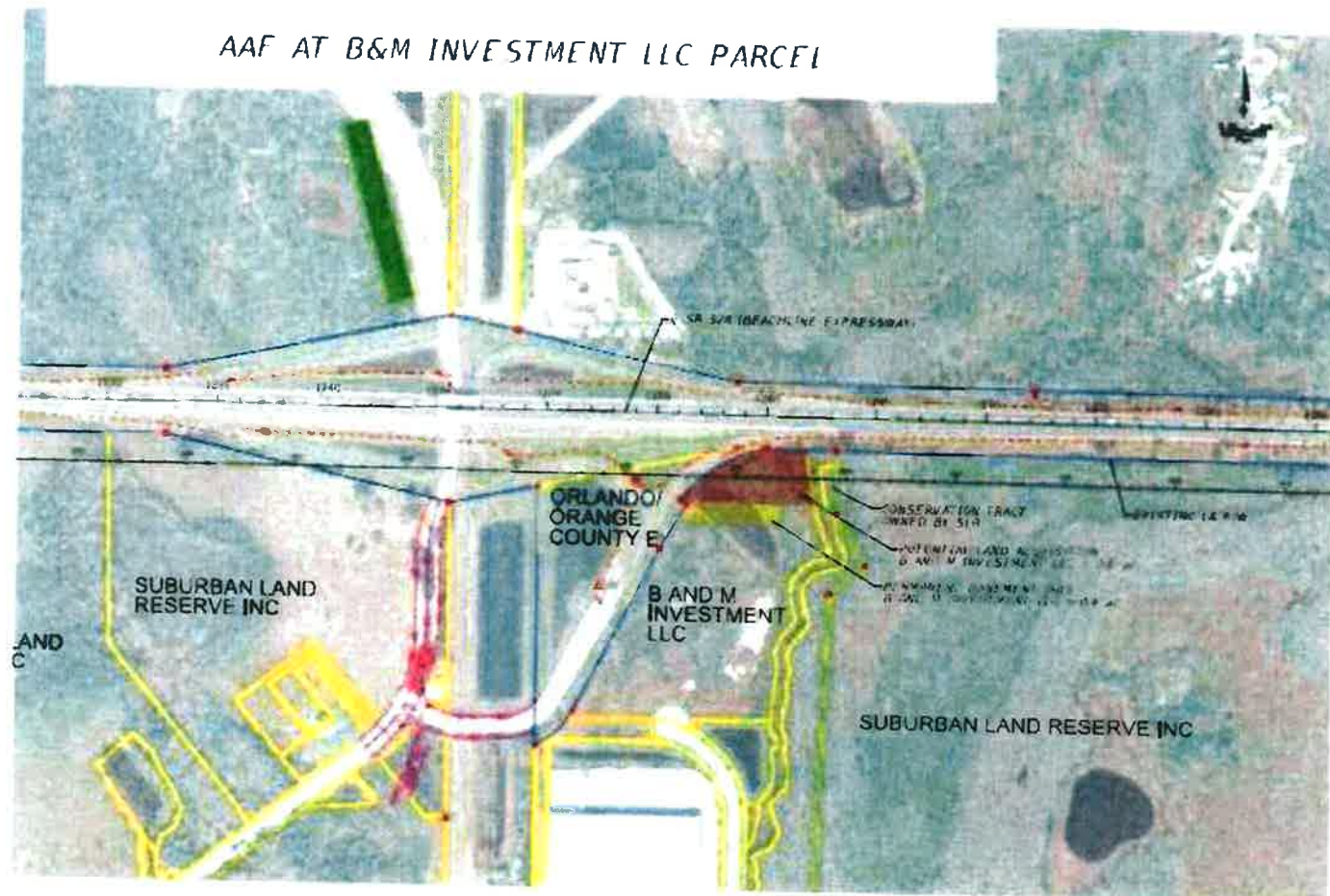
**Parcel #10: B&M Investment LLC-Mujdat Guler**

- 1.) B&M Investment LLC-Mujdat Guler (Excludes Stormwater mitigation)..... 3.1 acres

**Action Items:**

- 1.) Atkins reviewing 3<sup>rd</sup> round of sketches and legal descriptions from AMEC..... Due Date: 3.12.2015

**Location:**





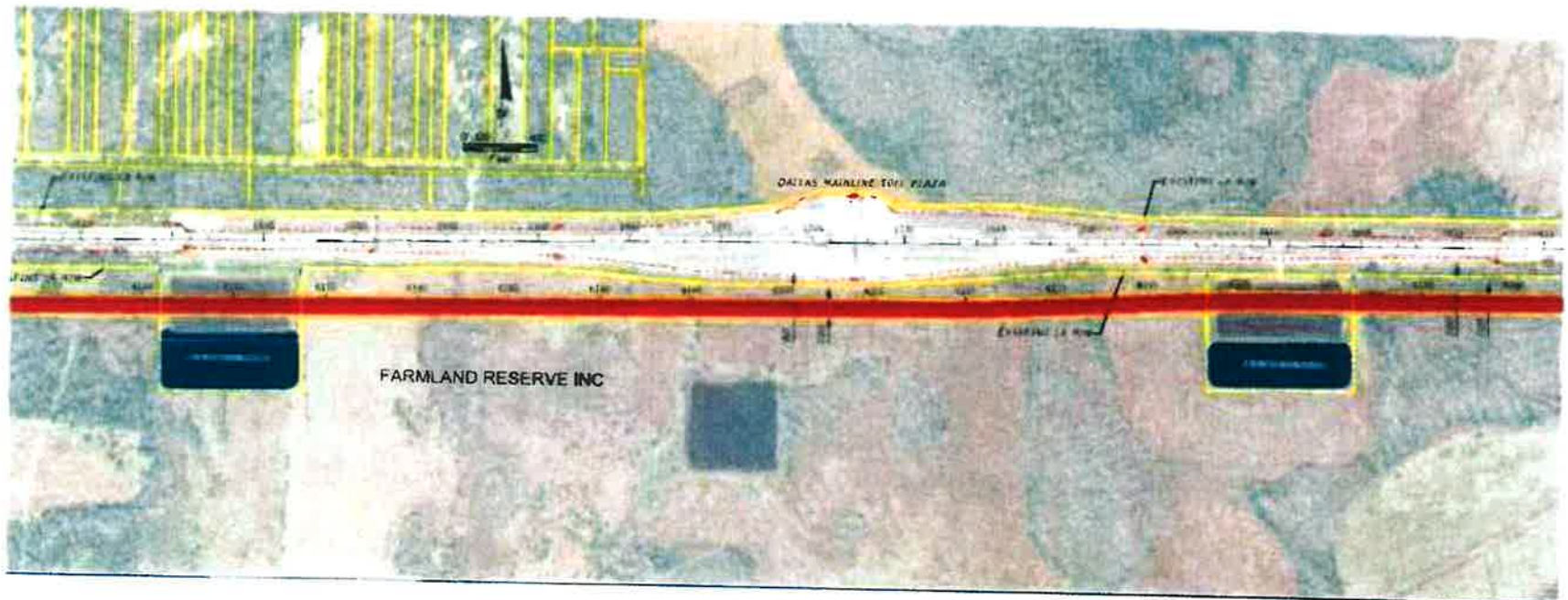
Parcel #11&12: Suburban Land Reserve Inc. & Farmland Reserve Inc.

- 1.) Suburban Land Reserve Inc. & Farmland Reserve Inc. (In OOCEA Portion) .....46.5 acres & 280.0 acres & 9.95 acres for ponds.

Action Items:

- 1.) Atkins reviewing 3<sup>rd</sup> round sketches and legal descriptions from AMEC. .... Due Date: 3.12.2015

Location: Entire Ranch (SLR & FRI) properties – Shown below are the two pond expansions within FRI





# Leslie A. Evans

## Bar and Court Admissions:

- Admitted to Bar (2014)

## Education:

- Wake Forest University (J.D., 2014)
- Articles Editor, *Journal of Business and Intellectual Property Law* (2013 – 2014)
- Florida State University (B.S., Economics, summa cum laude, 2010)
- Florida State University (B.S., Finance, summa cum laude, 2010)

## Professional Activities:

- The Florida Bar
- Orange County Bar Association

## Practice Areas:

- Real Estate & Land Development
- Corporate & Business
- Health Care

Attorney



Email: [levans@mateerharbert.com](mailto:levans@mateerharbert.com)

# Melissa J. Battles

## Bar and Court Admissions:

- Admitted to Florida Bar 2007

## Education:

- University of Florida, 2006 (J.D., cum laude)
- Journal of Law and Public Policy (2005-06)
- University of Central Florida, 2003 (B.A., Political Science)

## Professional Activities:

- The Florida Bar
- American Bar Association
- Orange County Bar Association
- Central Florida Association for Women Lawyers
- University of Central Florida Alumni Association
- Leadership Orlando, Class 76
- Mayor's City Academy 2008

## Practice Areas:

- Corporate & Business
- Real Estate & Land Development
- Health Care

Attorney



Email: [mbattles@mateemharbert.com](mailto:mbattles@mateemharbert.com)

# Matthew J. Brown

## Bar and Court Admissions:

- The Florida Bar
- Orange County Bar Association
- Kiwanis Club of Central Orlando - Current Vice President/President Elect
- Orlando Jaycees/Orlando Junior Chamber of Commerce - Past Board Member

## Education:

- Stetson University College of Law (J.D. with Honors 1998)
- University of Central Florida (B.A., Economics 1995)

## Professional Activities:

- Worked in family construction business during high school and undergrad
- Former Prosecutor

## Practice Areas:

- Real Estate & Property
- Corporate & Business Law
- Contracts
- Civil Litigation
- Construction Law

Attorney



Email: [mbrown@mateerharbert.com](mailto:mbrown@mateerharbert.com)

# Thomas R. Harbert

Attorney

## Bar and Court Admissions:

- Admitted to bar, 1987, Georgia
- 1988, U.S. District Court, Northern District of Georgia
- 1989 Florida and U.S. District Court, Middle District of Florida

## Education:

- Vanderbilt University (B.A., 1984)
- Emory University (J.D. 1987)

## Professional Activities:

- Orange County and American Bar Associations
- The Florida Bar
- State Bar of Georgia

## Practice Areas:

- Banking
- Corporate & Business
- Real Estate & Land Development



Email: [tharbert@mateerharbert.com](mailto:tharbert@mateerharbert.com)



# James R. Lussier

Attorney

## Bar and Court Admissions:

- U.S. District Court, Middle District of Florida
- Eleventh Circuit Court of Appeals
- American Bar Association
- Orange County Bar Association
- The Florida Bar

## Education:

- Bishop Moore High School, Orlando (1970)
- University of Notre Dame (B.A., 1974)
- University of Florida (J.D., 1982)

## Professional Activities:

- Orange County Bar Association (Chairperson, Young Lawyers Committee, 1986 - 1987)
- Orange County Bar Association Intellectual Property Committee
- The Florida Bar (Eminent Domain Committee, 1992 - present)
- American Bar Association (Intellectual Property Section)
- Orlando Board of Zoning Adjustment (Chair, 2001 - 2002)
- City of Orlando Public Art Advisory Board (2013)
- Downtown Arts District, Inc. (Director/Officer, 2002 - present)
- Downtown Orlando Partnership (President, 1997)
- Central Florida Theatre Alliance (Founding Board Member)
- University of Central Florida Downtown Center Marketing Committee (1999 - 2002)
- Mayor's Task Forces (Diversity, 1992; Anti Rave Ordinance 1998)

## Practice Areas:

- Appellate Practice
- Condemnation
- Construction Law
- Corporate & Business
- Intellectual Property (trademarks & copyrights)
- Media & Entertainment
- Arbitrator
- Real Estate & Land Development



Email: [jlussier@mateerharbert.com](mailto:jlussier@mateerharbert.com)

# Jay W. Small

Attorney

## Bar and Court Admissions:

- U.S. District Court, Middle District of Florida (1988 - present)
- U.S. Court of Appeals for the Eleventh Circuit (2000 - present)
- American Bar Association (1986 - present)
- Orange County Bar Association (1986 - present)
- The Florida Bar (1986 - present)

## Education:

- University of Florida (B.A., 1982, with honors)
- University of Florida (J.D., 1985, with honors)

## Professional Activities:

- Chairman of the Orange County Bar Association Real Property Committee (2013 - present)
- The Florida Bar (Eminent Domain Committee, 1992 - present)
- Foundation for Seminole County Public Schools (2013 - present)
- The Florida Bar (Real Property and Land Use Section, 1995 - present)
- American Bar Association (Litigation Section, 1988 - present)
- American Bar Association (Real Property Section, 2013 - present)
- Association of Eminent Domain Professionals
- AV rated by Martindale-Hubbe
- Best Lawyer's in America since 2007
- Orlando's Best Lawyers since 2007
- Consumer Member, Florida Real Estate Appraisal Board (2003 - 2009)
- Vice-Chairman, Florida Real Estate Appraisal Board (2004 - 2005)
- Chairman, Florida Real Estate Appraisal Board (2006 - 2007)

## Publications and Seminars:

- Lecturer and author, Severance Damages, CLE-International, Tampa, Florida (October 2013)
- Lecturer, Condemnation and the Real Estate Appraiser, Pasco County Board of Realtors (September 2013)
- Author, "Valuation of Property During Abnormal Market Conditions", East Florida Chapter of the Appraisal Institute (July 2011)

## Practice Areas:

- Condemnation and Property Rights
- Litigation
- Land Use and Zoning
- Administrative
- Ad Valorem Tax Valuation



Email: [jsmall@mateerharbert.com](mailto:jsmall@mateerharbert.com)

**Tab N**

## **MEMORANDUM**

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

**FROM:** Suburban Land Reserve, Inc. (“SLR”) and Farmland Reserve, Inc. (“FRI”)

**DATE:** March 18, 2015

**RE:** Contract for Sale and Purchase dated November 11, 2013 between SLR and FRI, as Sellers, and Central Florida Expressway Authority (“CFX”), as successor to Orlando – Orange County Expressway Authority, as Buyer (the “Contract”)

**Context of Contract.** Understanding the context in which we negotiated the Contract, and all of the considerations the Contract addressed, is essential to determining CFX's best interests. The following are critical contextual points:

1. The Authority approached FRI and SLR about acquiring a strip, generally, about 200' wide and adjoining the southern boundary of the Beachline ("Super Corridor") largely because the Authority did not want the All Aboard Florida ("AAF") facilities to go within the existing Beachline.
2. The Authority's staff resisted AAF's request to put the train in the existing Beachline, explaining that SLR and FRI have claims that their (or their predecessors') original conveyance of the Beachline right-of-way (which we understand was made for no consideration) restricts use of that right-of-way to vehicle trips. Accordingly, in consideration for the \$12,000,000 purchase price, SLR and FRI also agreed to release those claims.
3. The Contract allows CFX for \$12,000,000 to acquire in a single transaction a nearly continuous corridor measuring approximately 12 miles long and without the substantial expenses of multiple eminent domain proceedings. The Contract also gives CFX the ability to extend more than 200' south of the Dallas Boulevard Interchange to avoid condemning homes and the higher value properties to the north.
4. For the \$12,000,000 purchase price, FRI is also allowing CFX and AAF to remain at grade over two roads belonging to FRI and used for business operations (rather than requiring construction of expensive flyovers over those roads).
5. Because, by our then estimate, SLR's and FRI's conveyance of the Super Corridor would save AAF over \$300,000,000, we included in the Contract requirements for AAF to

invest a small portion of those savings into transportation projects to benefit the entire region.

**Contract Contingencies Advance Regional Transportation Projects.** The primary contingencies prescribed by the Contract ("Contingencies"), and the current status of those Contingencies, are as follows:

1. **OPE Funding Agreement.** The Contract is contingent upon securing funding for the Osceola Parkway Extension ("OPE") and for lengthening the OPE into the "Northeast District".

**STATUS:** FRI, AAF and FDOT have negotiated an agreement providing \$70,000,000 in funding for the OPE as follows: \$12,000,000 from FRI and SLR (so that they will not keep their proceeds under the Contract, but will contribute them to the OPE); \$25,000,000 from AAF; and \$33,000,000 from FDOT. The terms of this agreement have been finalized, and it is in process of being signed. FDOT's contribution was appropriated in its 2014 budget. (The lengthening of the OPE was approved by the CFX merger bill in the 2014 legislation.) However, because AAF will not make its contribution until AAF closes with CFX, in order to satisfy this contingency we are recommending simultaneous closings of both the Contract and AAF's agreement with CFX.

2. **CFX Master Plan Requirements.** The Contract is contingent on CFX's revising its long-term master plan to reflect the OPE and the Northeast District Connector. (The Northeast District Connector is a proposed limited access road connecting the Osceola County Expressway System to the Beachline east of the Innovation Way/Beachline Interchange.)

**STATUS:** Even though this has not yet been done, we understand CFX is in the process of gathering information in preparation for modifying its master plan.

3. **Corridor Task Force.** The Contract is contingent on the creation by the Governor of a Task Force for planning transportation corridors from the Cocoa and Melbourne areas westward.

**STATUS:** The East Central Florida Corridor Task Force was created on November 1, 2013 by virtue of Executive Order 13-319. The Task Force's final report was delivered to the Governor's office on December 1, 2014, and recommends:

- a. Development of SR 528 into a multimodal, multiuse supercorridor;
- b. Develop a multimodal corridor along the Orange/Osceola County line; and
- c. Extend Osceola Expressway Authority's planned Northeast Connector to SR 528. (All of which recommendations are advanced by the Contract.)

4. **Interchange Agreement.** The Contract is contingent on execution of the Innovation Way/Beachline Interchange Agreement.

**STATUS:** On June 12, 2014, CFX, Orange County, and SLR entered into a certain Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement ("Interchange Agreement"). Pursuant to the Interchange Agreement, the County and SLR have delivered a total of \$17,750,000, which CFX is holding.

5. Sector Plan. The Contract is contingent on FRI and Osceola County signing an agreement for processing a Sector Plan over FRI property in Osceola County.

**STATUS:** Osceola County and FRI are moving forward with the sector plan--which is scheduled to be transmitted to the Florida DEO on April 20<sup>th</sup>.

The Contingencies numbered 1, 3, 4, and 5 are either satisfied or have such substantial progress made toward satisfaction that it is reasonable to expect that they will be satisfied prior to the Outside Closing Date under the Contract. The Contingency number 2 is in the sole control of CFX and is likely also in process.

Even though the Interchange Agreement has been signed and funded, construction of the interchange is also contingent on performance of the Contract. The Interchange Agreement provides that, until the Super Corridor is conveyed to CFX pursuant to the Contract, ***"...OOCEA [now CFX] shall have no obligation to award the Successful Bid and Commence Construction. If those conveyances have not occurred by June 30, 2015, then any Party shall have the right to terminate this Agreement by delivering written notice of termination to the other Parties."***

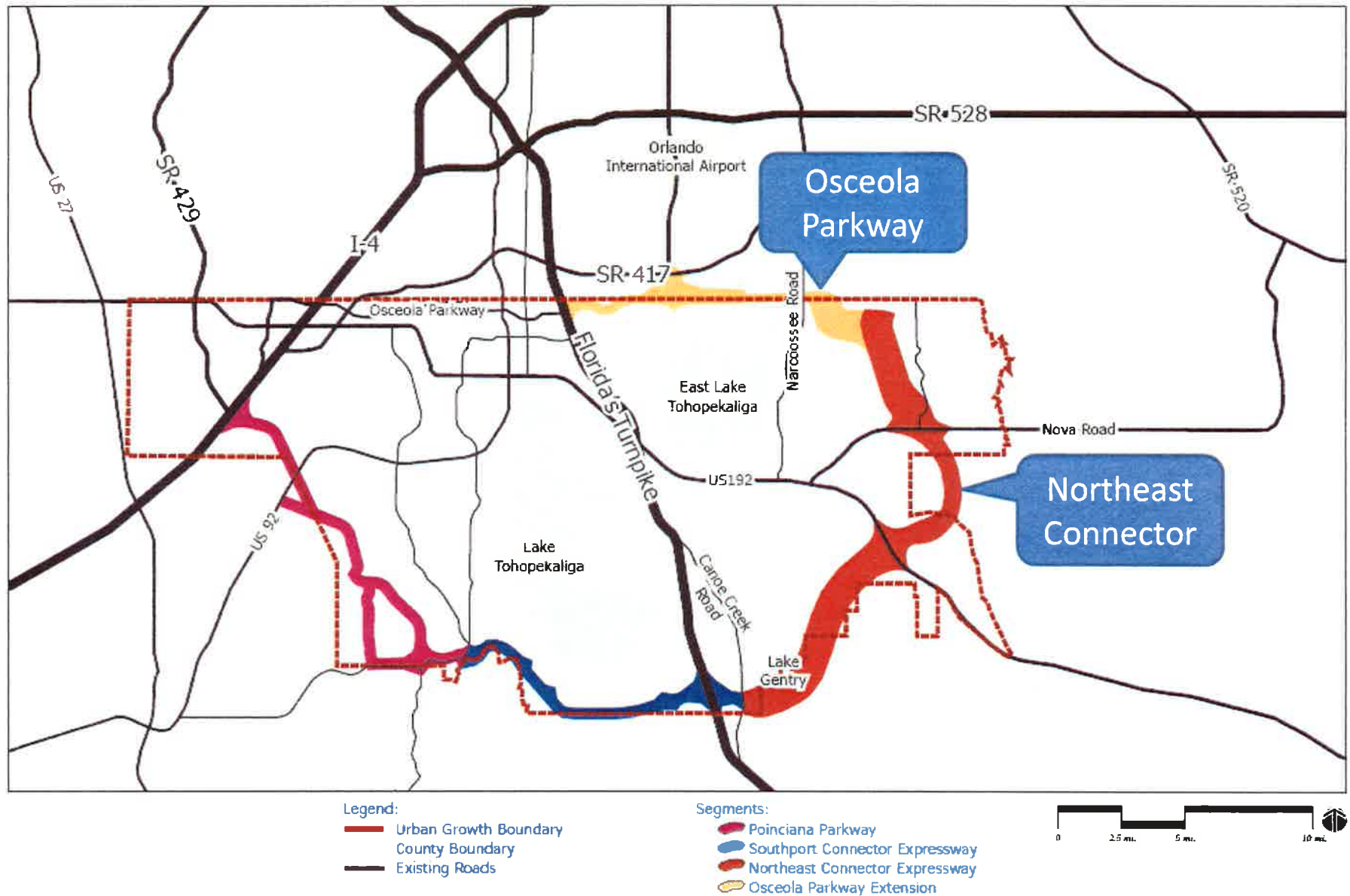
**The Contract Benefits Multiple Regional Efforts.** As a result, performance of the Contract has advanced, and termination of the Contract will disrupt, multiple transportation projects and long-term transportation master planning efforts in the East Central Florida region. Those projects and planning efforts consist of the following:

- The recommended transportation corridors of the Governor's East Central Florida Corridor Task Force;
- The Northeast District Element to the Osceola County Comprehensive Plan;
- The pending North Ranch Sector Plan Application submitted by Osceola County and FRI;
- All Aboard Florida's Intercity Rail Project;
- The Osceola Parkway Extension;
- The Innovation Way/Beachline Interchange; and, of course
- The CFX "Beachline Super Corridor".



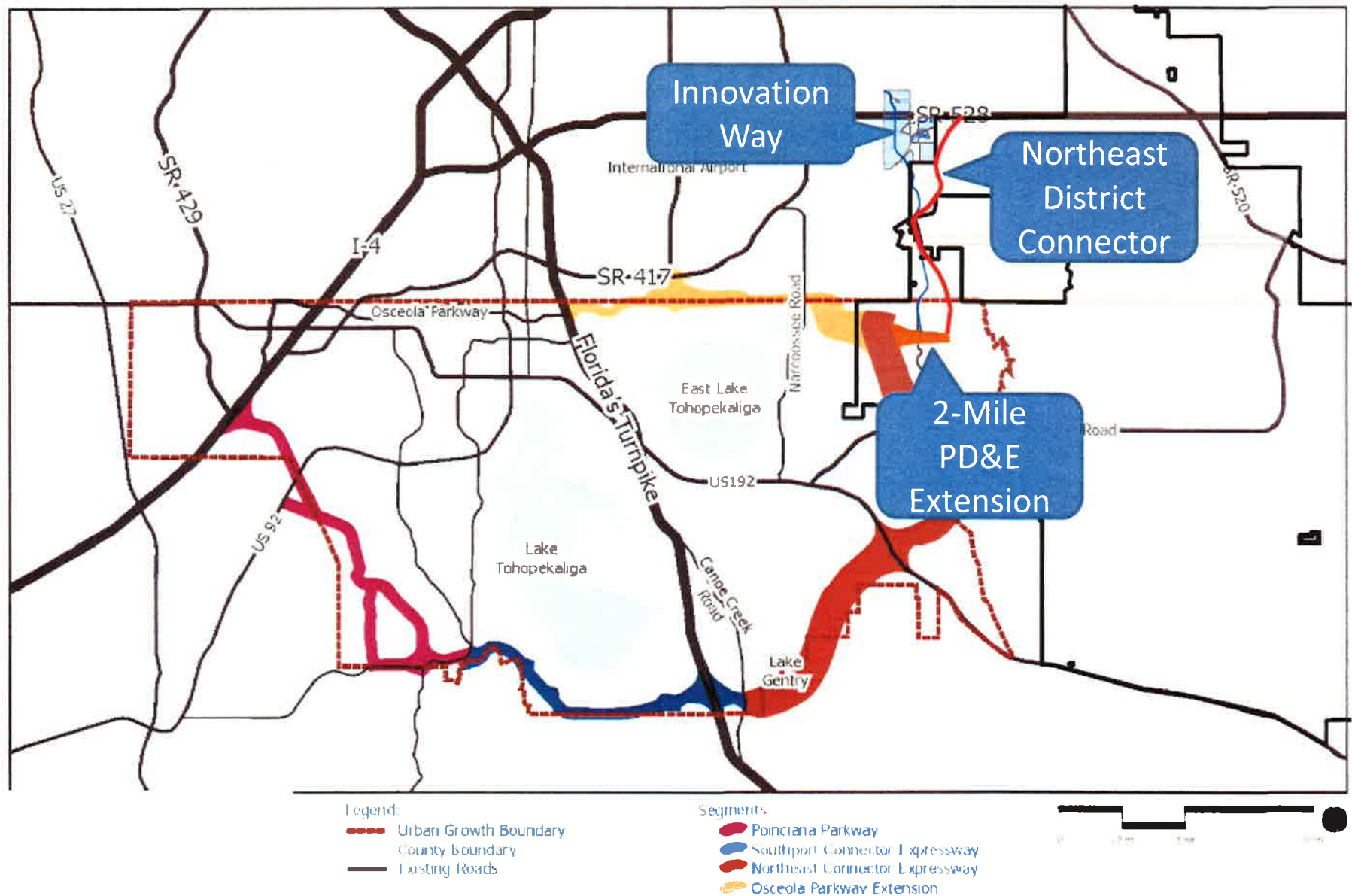


# OCX 2040 Master Plan

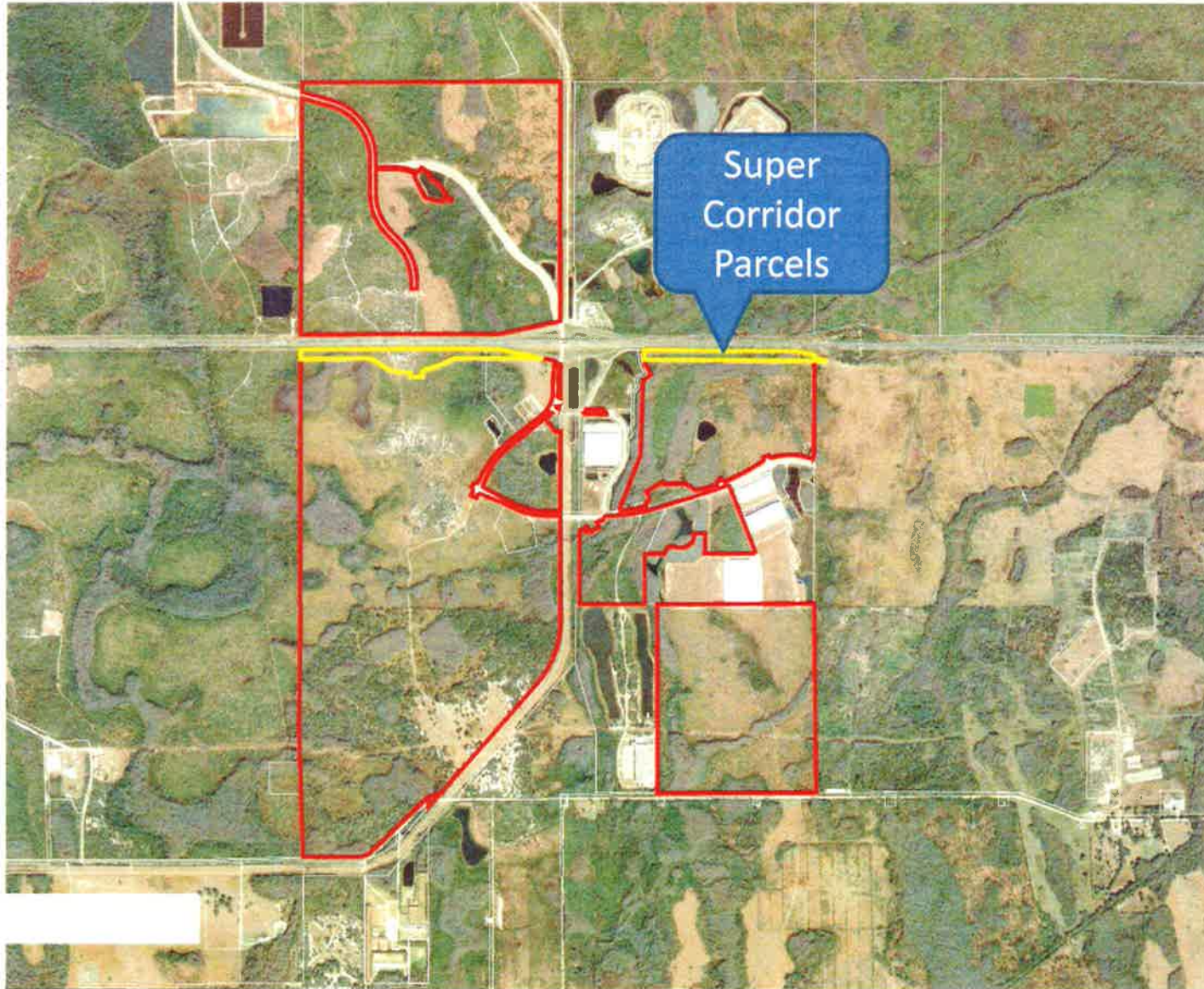




# Additional Roadways

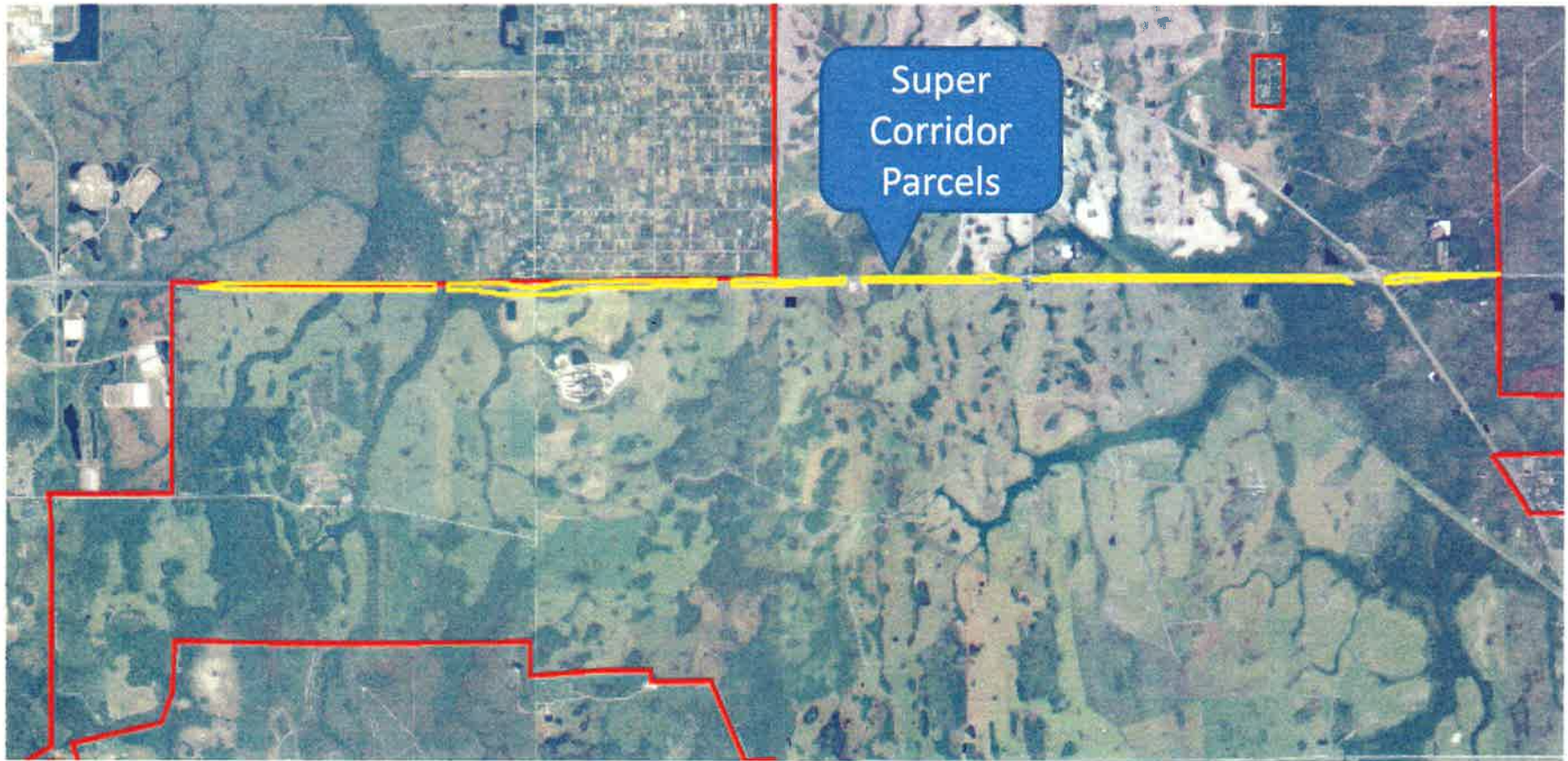


# Suburban Land Reserve Property



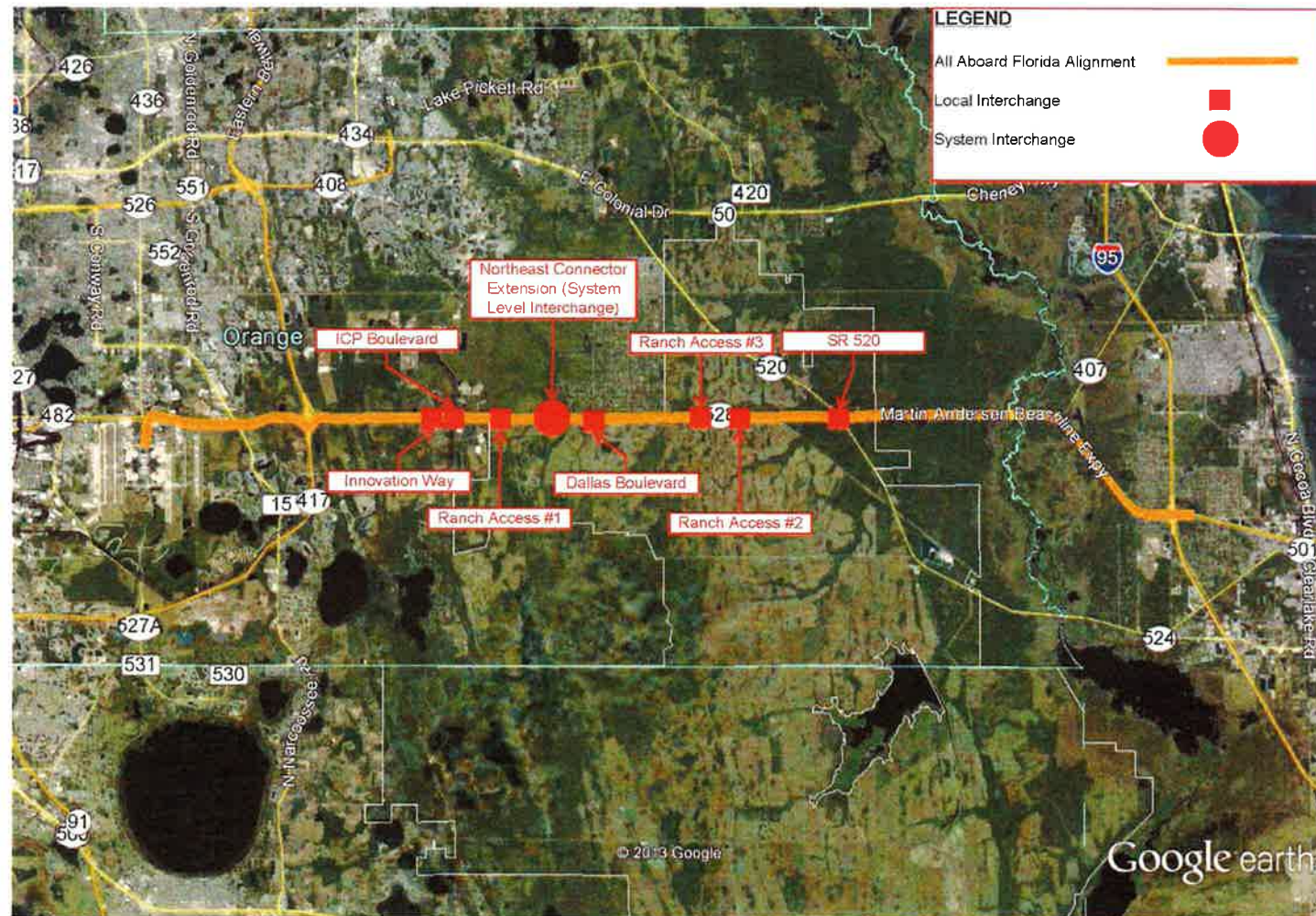


# Farmland Reserve Property





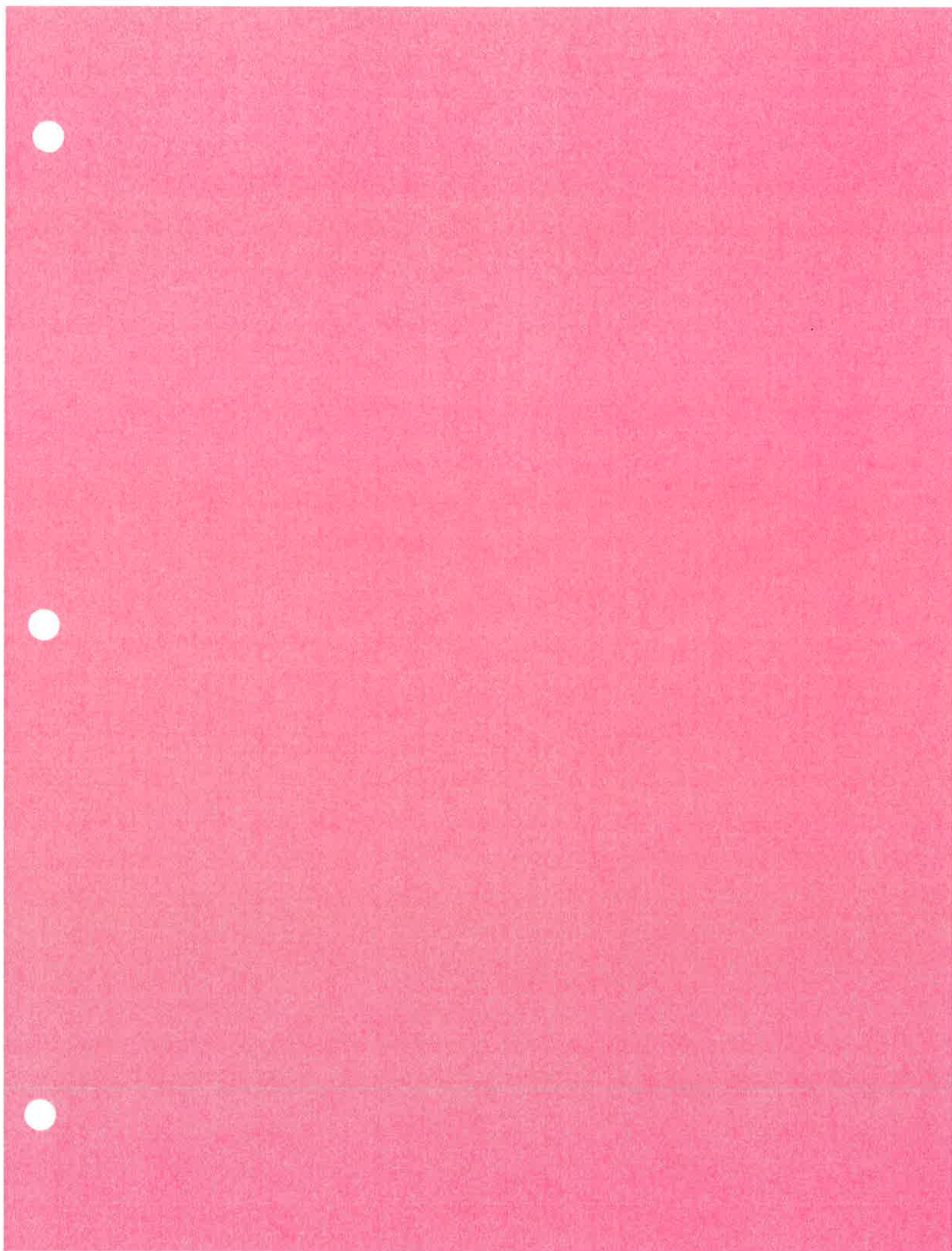
# SLR/FRI Beachline Interchanges

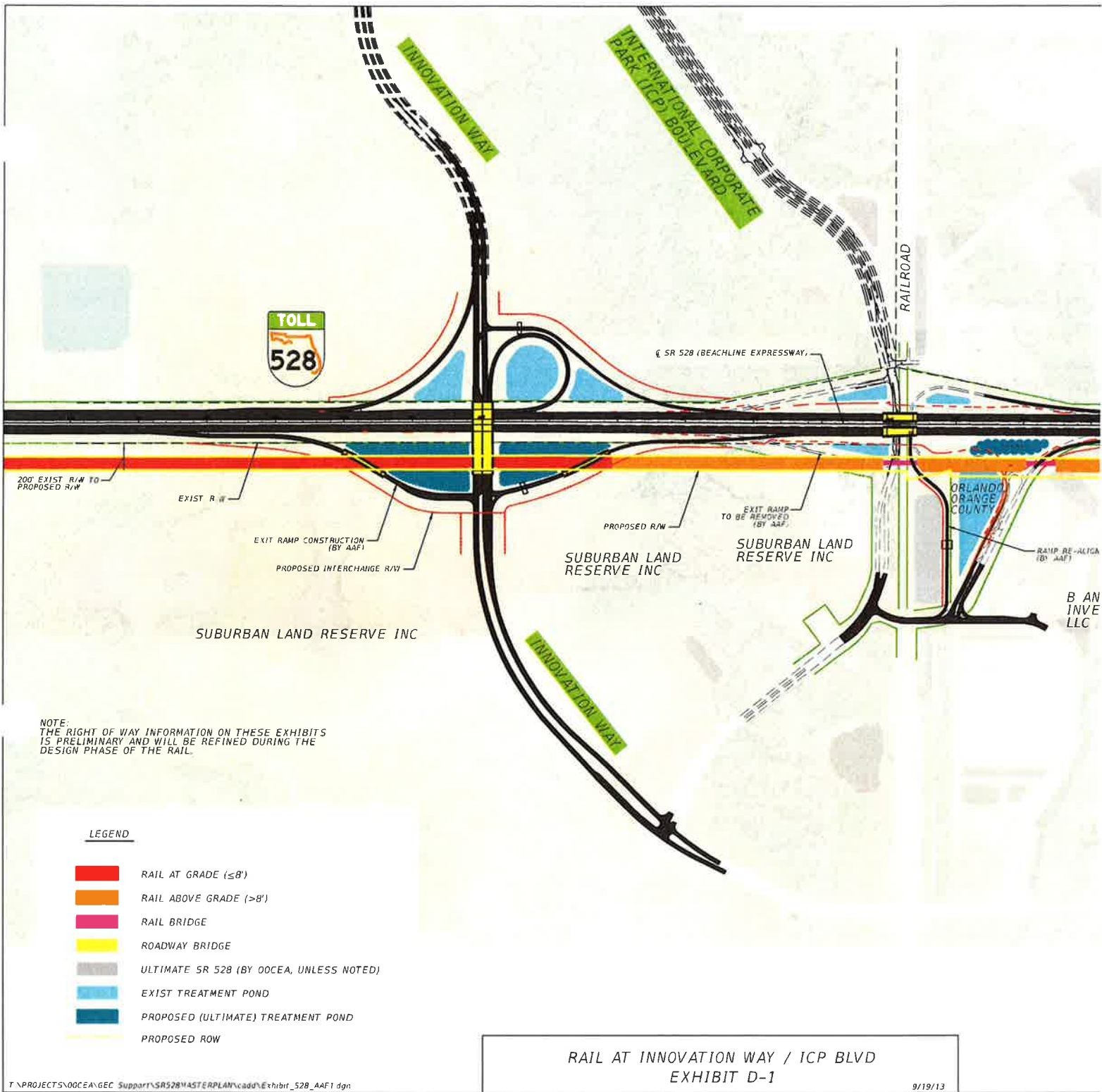


Google earth









NOTE:  
THE RIGHT OF WAY INFORMATION ON THESE EXHIBITS  
IS PRELIMINARY AND WILL BE REFINED DURING THE  
DESIGN PHASE OF THE RAIL