

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**Agenda**  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**RIGHT-OF-WAY COMMITTEE**  
**May 25, 2016**  
**2:00 p.m.**

**1. CALL TO ORDER**

**2. PUBLIC COMMENT**

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

**3. APPROVAL OF MINUTES – April 27, 2016**

Requesting approval of the 04/27/16 minutes. **Action Item.**

**TAB A**

**4. S.R. 429 (ALI AND ROBERTS) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL 262 – David Shontz, Shutts & Bowen**

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

**TAB B**

**5. S.R. 429 (ACKLEY) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCELS 262, 266 AND 866 – Trippe Cheek, Winderweede, Haines, et. al.**

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

**TAB C**

**6. S.R. 429 (GRESS) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL 304 – David Shontz, Shutts & Bowen**

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

**TAB D**

**7. S.R. 429 (LEWIS) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL 305 – David Shontz, Shutts & Bowen**

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

**TAB E**

**8. S.R. 453 (CSX TRANSPORTATION, INC.) WEKIVA PARKWAY PROJECT (PROJECT 429-206) PARCEL 827/727 – David Shontz, Shutts & Bowen**

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

**TAB F**

**9. S.R. 408 / EAST-WEST EXPRESSWAY PROJECT (PROJECT 101) SURPLUS PARCEL 1-141 – Linda Brehmer Lanosa, CFX**

Requesting the Committee's recommendation for Board approval of the request for release of Phosphate, Minerals, and Metals and Petroleum Rights located at S.R. 408 and Chickasaw Trail. **Action Item.**

**TAB G**

**(CONTINUED ON PAGE 2)**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## Agenda RIGHT-OF-WAY COMMITTEE May 25, 2016 Page 2

10. **S.R. 429 / WEKIVA PARKWAY PROJECT (PROJECT 429-202, 203, 204, 205 AND 206)** – *Trippe Cheek, Winderweedle, Haines, et. al.* **TAB H**  
Requesting the Committee's recommendation for Board approval of the proposed Addendum to Amended Agreement for appraisal services by Bullard, Hall & Adams, Inc. **Action Item.**
11. **S.R. 429 / WEKIVA PARKWAY PROJECT (PROJECT 429-202, 203, 204, 205 AND 206)** – *Trippe Cheek, Winderweedle, Haines, et. al.* **TAB I**  
Requesting the Committee's recommendation for Board approval of the proposed Addendum to Amended Agreement for appraisal services by Durrance & Associates, P.A. **Action Item.**
12. **S.R. 429 / WEKIVA PARKWAY PROJECT (PROJECT 429-202, 203, 204, 205 AND 206) & S.R. 408 WIDENING, 4078/417 INTERCHANGE PROJECT 408-253F** **TAB J**  
*Trippe Cheek, Winderweedle, Haines, et. al.*  
Requesting the Committee's recommendation for Board approval of the proposed Addendum to Agreement for Engineering Expert Witness Services by Donald W. McIntosh Associates, Inc. **Action Item.**
13. **REAL ESTATE AUDIT** – *Joseph L. Passiatore, CFX* **TAB K**  
CFX's Internal Auditor, Protiviti, Real Estate Internal Audit Report.  
**Informational Item.**
14. **S.R. 429 (HATCHER) WEKIVA PARKWAY PROJECT (PROJECT 429- 202) PARCELS 113 (PARTS A & B) / 713** **TAB L**  
*Trippe Cheek, Winderweedle, Haines, et. al.*  
Summary of trial. **Informational Item.**
15. **OTHER BUSINESS**
16. **ADJOURNMENT**

This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Central Florida Expressway Authority at 407-690-5000.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5317 or by email at [Iranetta.dennis@CFXway.com](mailto:Iranetta.dennis@CFXway.com) at least three business days prior to the event.



# Tab A

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
Right of Way Committee Meeting  
April 27, 2016  
Location: CFX Boardroom

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Committee Members Present:

Sandy Minkoff, Lake County Representative, Chairman  
Frank Raymond, Osceola County Representative  
Ann Caswell, Orange County Representative  
Laurie Botts, City of Orlando Representative  
Jean Jreij, Seminole County Representative  
Christopher Murvin, Citizen Representative  
Brendon Dedekind, Citizen Representative

CFX Staff Present at Dais:

Laura Kelley, Executive Director  
Joseph L. Passiatore, General Counsel  
Mimi Lamaute, Paralegal/Recording Secretary

**Item 1: CALL TO ORDER**

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

**Item 2: PUBLIC COMMENT**

There was no public comment.

**Chairman's Comments**

Chairman Minkoff introduced the newly appointed Citizen Representatives, Mr. Murvin and Mr. Dedekind and welcomed them to the Committee. Each Committee member introduced themselves.

Mr. Minkoff advised the Committee that before them was an amended Right of Way Committee Charter which was approved at the April 14, 2016 Board Meeting, attached hereto as Exhibit A. The amendment allows each gubernatorial Board appointee to nominate a Citizen Representative to each of the Committees and revises the quorum accordingly.

Chairman Minkoff described his reason for switching to E-PASS and informed the Committee that CFX is engaged in a campaign to build E-PASS membership.

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**Item 3: APPROVAL OF MINUTES**

**Action:** A motion was made by Ms. Botts and seconded by Mr. Raymond to approve the March 23, 2016 Right of Way Committee minutes as presented.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 4: S.R. 429 (HORNE, J. D. - TRUST) WEKIVA PARKWAY PROJECT (PROJECT 429-203)  
PARCEL 175**

Mr. Shontz provided the Committee with the description and background of the parcel.

CFX retained the services of Walter N. Carpenter, Jr., MAI/CRE, of Pinel & Carpenter, Inc., who estimated value of the 1.524 acres being taken at \$15,000 per acre or \$22,860. Mr. Carpenter's analysis found no damages to the remainder property.

Although the Owners have not finalized their appraisal report, Kent Hipp, counsel for the property owners, argued the land value should be \$40,000 per acre, and the remainder has suffered damages of 50%. Mr. Hipp argued that the CFX's own appraisers for the immediate parcel to the south and two parcels to the north were similarly valued. Mr. Hall on behalf of the CFX appraised parcels 174 and 177 for \$30,000 per acre and 30% damages. Additionally, Mr. Hall also appraised parcel 178 for \$30,000 per acre and 50% damages.

The parties were able to reach an agreement in full settlement of all claims for compensation by the property owners in the amount of \$100,000, plus reduced experts' fees of \$5,000, plus statutory attorney's fees totaling \$25,456.20.

Questions were asked by the Committee regarding the amount of the remainder suffered damages of 50%. Mr. Shontz explained the damages to this property, the damages suffered and assessed to the neighboring parcels by CFX appraisers and the CFX study by a group of appraisers for the taking of the parcels for the Wekiva Project. The Committee commented on the above and the fact that this was the Owners homestead for many years.

**Action:** A motion was made by Ms. Botts and seconded by Ms. Caswell to recommend to the Board approval of the proposed mediated settlement agreement in the amount of \$130,456.20 in full settlement of all compensation claims and apportionment, statutory attorney's fees and costs, and experts' fees and costs for Parcel 175.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 5: S.R. 429 (HORNE, J. D. - TRUST) WEKIVA PARKWAY PROJECT (PROJECT 429-203)  
PARCEL 207**

Mr. Shontz seeks the recommendation of the Right of Way Committee for Board approval of a negotiated settlement between Ernest L. Home and Karen H. Morris, as Successor Co-Trustees of the J.D. and Kathleen L. Home Trust (the "Owners"). He provided the Committee with the description and background of the parcel.

CFX retained the appraisal services of Walter N. Carpenter, Jr., MAI, CRE, of Pinel & Carpenter, Inc.. Mr. Carpenter opined the total compensation due for the taking of Parcel 207 is \$198,750.

Although the Owners have not completed their appraisal report, Kent Hipp counsel for the property owner argued that based upon an executed sales contract for the remainder property with Publix in the amount of \$6.50 s.f. and other comparable sales the total value of the taking should be \$329,926 (\$283,426 land, improvements \$21,500, and cost to cure \$25,000).

The parties were able to reach a negotiated settlement in the amount of \$270,189 in full settlement of all claims for compensation by the property owners, plus reduced expert fees of \$8,000, plus statutory attorney's fees of \$23,574.87 for a total compensation of \$301,763.87.

The Committee asked several questions, which were answered by Mr. Shontz.

**Motion:** A motion was made by Mr. Raymond and seconded by Mr. Jreij to recommend to the Board approval of the proposed settlement agreement in the amount of \$301,763.87 in full settlement of all compensation claims and apportionment, statutory attorney's fees and costs, and experts' fees and costs for Parcel 207.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 6: S.R. 429 (RIGSBY) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL  
240**

Mr. Shontz seeks the recommendation of the Right of Way Committee for Board approval of the proposed mediated settlement between Stephen Lee Rigsby and Mark Lane Rigsby (the "Owners"). He provided the Committee with a description and the background of the parcel.

CFX's retained the appraisal services of David K. Hall, ASA, of Bullard, Hall & Adams, Inc. Mr. Hall opined the total compensation due for the taking of Parcel 240 is \$208,000 (\$59,800 land and improvements, \$144,000 damages and \$4,200 cost to cure).

The Owners retained the appraisal services of Richard C. Dreggors, GAA, of Calhoun, Dreggors & Associates, who estimated the value of the taking to be \$290,500 (\$70,300 land, \$15,400 improvements, \$200,600 damages and \$4,200 cost to cure).

During mediation, the parties were able to reach a settlement in the amount of \$239,500 as full settlement of all claims for compensation by the property owner, plus statutory attorney's fees totaling \$10,395, plus reduced expert fees and costs totaling \$41,227.

**Action:** A motion was made by Ms. Botts and seconded by Mr. Raymond to recommend to the Board approval of the proposed settlement agreement in the amount of \$239,500 in full settlement of all compensation claims and apportionment, statutory attorney's fees and costs, and experts' fees and costs for Parcel 240.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 7: S.R. 429 (GGH 10) WEKIVA PARKWAY PROJECT (PROJECT 429-202) PARCEL 140**

Haylee O'Dowd of Winderwee, Haines Ward & Woodman, P.A. presented this item in Mr. Cheek's absence. She seeks the Right of Way Committee's recommendation for Board approval to serve an Offer of Judgment to GGH 10, LLC ("Landowner") for Parcel 140 in the amount of \$50,000.

Ms. O'Dowd provided the Committee with a description and the background on the parcel. The property is a vacant piece of land that had previously been excavated by the Acme Recycling Corporation and used for a clay pit, and then subsequently as a land clearing debris disposal facility. Soil borings from a level 2 contamination impact assessment indicate landfill debris (mostly wood, tree trunks, asphalt, tires and concrete) between two and eight feet deep covering most of the property. It appears that there is no physical access to the property, as Bailey Hill Road ends approximately 600 feet east of the southeast corner of the property. The Landowner would therefore have to rely on obtaining either an implied easement or statutory easement of necessity across the adjoining property.

CFX initially retained the services of Craig Ebaugh with Bledsoe & Ebaugh, LLC, to appraise the property. Mr. Ebaugh concluded that, due to the subject's marginal land characteristics and lack of physical access, development potential was questionable. This resulted in a total compensation estimate of \$30,400.

Chad Durrance of Durrance & Associates updated Mr. Ebaugh's appraisal to the date of taking for CFX. Mr. Durrance's compensation estimate considered additional cost information to remediate the site and to acquire and construct access to the site, including removal of a much greater amount of debris than was originally estimated. Due to the uncertainty of access and the costs associated with establishing and constructing access, he determined that the property was worth \$500 per acre. Mr. Durrance's estimate is summarized as follows:

Value of Part Taken (4.943 acres)	\$2,500.00
Severance Damages to Remainder (5.6 acres)	<u>\$1,500.00</u>
Total Compensation	\$4,000.00

The Landowner has retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors' compensation estimate is summarized as follows:

Value of Part Taken	\$148,200
Severance Damages to Remainder	<u>\$167,500</u>
Total Compensation	\$313,900

On April 12, 2016 mediation was conducted without a successful resolution.

CFX has previously deposited, with the Clerk of Court, \$30,400 as its good faith estimate of value. Therefore, if an offer of judgment of \$50,000 is accepted, CFX will have to pay an additional \$19,600 to resolve this case, in addition to attorney's fees and costs.

The Committee asked questions, which were answered by Ms. O'Dowd.

**Action:** A motion was made by Ms. Caswell and seconded by Mr. Murvin to recommend to the Board approval to serve an Offer of Judgment in the amount of \$50,000 for Parcel 140.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 8: S.R. 429 (PLYMOUTH HARBOR, LLC) WEKIVA PARKWAY PROJECT (PROJECT 429-202)**  
**PARCEL 141**

Ms. O'Dowd seeks the Right of Way Committee's recommendation for Board approval of a settlement with Plymouth Harbor, LLC ("Landowner"), for the acquisition of Parcel 141. She provided a description and background of the parcel.

CFX retained the appraisal services of Chad Durrance of Durrance & Associates to appraise the property. Mr. Durrance's valuation estimate is summarized as follows:

Value of the Part Taken - 3.24 acres	\$140,600
Severance Damages to the 21-acre remainder	<u>\$214,400</u>
CFX's Total Compensation Estimate	\$355,000

The Landowner retained the appraisal services of Grant Austin with American Valuation, Inc. Mr. Austin's compensation estimate is summarized as follows:



Value of Part Taken	\$ 274,000
Severance Damages to Remainder	<u>\$1,258,535</u>
Landowner's Total Compensation Estimate	\$1,561,035

The Landowner agreed to accept CFX's proposal to resolve this case for a total of \$931,100. The terms of the settlement proposal are summarized as follows:

Compensation to Landowner	\$700,000
Attorney's fees	\$126,100
Expert fees	<u>\$105,000</u>
Total Settlement	\$931,100

The Committee asked questions, which were answered by Ms. O'Dowd.

**Action:** A motion was made by Mr. Jreij and seconded by Mr. Murvin to recommend to the Board approval of the proposed settlement agreement in the amount of \$931,100 in full settlement of all compensation claims, statutory attorney's fees and costs, and experts' fees and costs for Parcel 141.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 9: S.R. 429 (DUKE ENERGY) WEKIVA PARKWAY PROJECT (PROJECT 429-205) PARCEL 291**

Ms. O'Dowd seeks the Right of Way Committee's recommendation for Board approval of the Utility Relocation Agreement and authorization for the Executive Director to execute the Utility Relocation Agreement between Duke Energy Florida, LLC ("Duke Energy") and the Central Florida Expressway Authority for relocation of Duke Energy's Transmission facilities in the S.R. 429-205 corridor, Parcel 291 ("Project").

The design and construction of the Project requires the relocation of a portion of Duke Energy's transmission facilities located within or near CFX's limited access right-of-way line. 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 CFX's construction schedule for the Project.

Duke Energy has estimated the actual cost to CFX for relocation of Duke's transmission facilities as not to exceed \$1,977,550.63. 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.

The estimates provided by Duke Energy incorporated into the Utility Relocation Agreement were reviewed by CH2MHill and determined to be within a reasonable range.

The Committee members made comments and asked questions, which were answered by Ms. O'Dowd, Mr. Passiatore and Glenn Pressimone, CFX's Director of Engineering.

**Action:** A motion was made by Ms. Botts and seconded by Mr. Raymond to recommend to the Board approval of the proposed Utility Relocation Agreement in the amount not to exceed \$1,977,550.63 and authorization for the Executive Director to execute the Utility Relocation Agreement between Duke Energy Florida, LLC and CFX.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 10: S.R. 429 (MEGA GNG, LLP) WEKIVA PARKWAY PROJECT (PROJECT 429-203) PARCEL 232**

Mr. Passiatore explained this parcel is being handled by Ms. Brehmer Lanosa in order to mitigate some of the expenses from outside counsel. He will present the item in her absence.

Parcel 232 is a strip and corner clip taking consisting of 7,407 square feet along the south border of the parent tract and the southwest corner. The property is located on the northeast corner of Plymouth Sorrento Road and West Kelly Park Road.

Walter N. Carpenter, Jr., MAI, CRE, appraised the property. Mr. Carpenter estimated the value of Parcel 232 as of June 6, 2014 as follows:

Value of Land Taken (7,407 sf @ \$2/sf)	\$14,800
Improvements (740-ft chain link fence, sod)	\$11,680
Severance Damages	0
Cost to Cure	<u>\$5,490</u>
Total	\$31,970

After consulting with Dan K. Richardson, PhD, MAI, AI-GRS, and John M. Donaldson of JMD Engineering, Inc., the owner, Mega GNG, demanded the following:

Value of Land Taken (7,407 sf (a) \$6.48/sf)	\$48,000
Improvements (740-ft chain link fence, sod)	\$30,670
Severance Damages	0
Cost to Cure	<u>\$ 9,773</u>
Total	\$88,000
Total Request for Expert Fees and Costs and	

Attorney's Fees and Costs All Inclusive	<u>\$22,414</u>
Inclusive total	\$110,414

The parties reached a proposed settlement in the amount of \$59,000 resolving all claims for compensation from the Owner from the taking of Parcel 232, including severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment, if any.

**Action:** A motion was made by Mr. Raymond and seconded by Ms. Caswell to recommend to the Board approval of the proposed settlement agreement in the amount of \$59,000 in full settlement of all compensation including severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment, if any for Parcel 232.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 11: S.R. 414 – (DOERR TRUST) MAITLAND AVENUE EXTENSION PROJECT (PROJECT 414-211) CASE NO. 2006-CA-006250-O / PARCEL 406**

Mr. Passiatore explained this is the last parcel in the Maitland Avenue Extension Project. He introduced Mr. Richard Milian of Broad & Cassel who represented CFX in this matter. Mr. Milian is requesting the Committee's recommendation for Board approval of a mediated settlement agreement of attorney's fees and experts costs arising from the acquisition of Parcel 406. He provided the Committee with the case background, the history of the District Court appeals in the case, a review of the Florida Supreme Court's rulings and details of Doerr's claims.

He is requesting approval of the proposed settlement agreement (attached as Exhibit B) in the amount of \$1,500,000 in full and final settlement of all attorneys' fees and expert fees in this matter.

The Committee members made comments and asked questions, which were answered by staff and Mr. Milian.

**Action:** A motion was made by Mr. Raymond and seconded by Ms. Botts to recommend to the Board approval of the proposed mediated settlement agreement in the amount of \$1,500,000 in full settlement of all attorneys' fees and expert fees in Parcel 406.

**Vote:** The motion carried unanimously with seven members present and voting AYE by voice vote.

**Item 12: OTHER BUSINESS**

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**S.R. 429 (HMF LLC) WEKIVA PARKWAY PROJECT (PROJECT 429-204) PARCEL 301**

Mr. Passiatore reported that David Shontz from Shutts & Bowen filed an Order of Taking for Parcel 301. Glenn Pressimone, CFX's Director of Engineering testified at the hearing for the necessity of that Parcel. This Parcel involves more than the right-of-way, it is also a sizable retention pond. The property owner contested the order of taking and introduced testimony by a drainage engineer claiming that CFX had not shown a necessity for a pond of that size. The trial court entered the Order of Taking and the property owner appealed that decision to the 5<sup>th</sup> District Court of Appeals. The 5<sup>th</sup> District Court of Appeals has affirmed the trial Court's order. The court has denied the property owner's request for attorney's fees.

**Item 13: ADJOURNMENT**

Mr. Minkoff adjourned the meeting at approximately 3:51 p.m.

Minutes approved on \_\_\_\_\_, 2016.

*Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at [publicrecords@CFXWay.com](mailto:publicrecords@CFXWay.com) or 4974 ORL Tower Road, Orlando, FL 32807.*

**A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY AMENDING ITS  
RIGHT OF WAY COMMITTEE CHARTER  
TO ADD CITIZEN REPRESENTATIVES**

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola and Seminole counties; and

WHEREAS, CFX possesses the power of eminent domain in order to acquire real property to expand and operate the expressway system; and

WHEREAS, CFX has created a Right of Way Committee to advise its Board on all real property acquisition and disposition matters to come before its Board;

WHEREAS, the governing Board wishes to add up to three (3) citizen representatives to the Committee, as may be nominated by the Board's gubernatorial appointed members.

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following amendments are hereby adopted by the governing Board:

Section 1: The Right of Way Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative and a designated substitute to serve in their absence, appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative and a designated substitute to serve in their absence, appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.



6. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. Committee members should have experience in Florida eminent domain matters or possess sufficient experience in property acquisition and disposition.

Section 2. Chairman Selection. The Right of Way Committee will be chaired on an annual, rotating basis beginning on September 11, 2014, in the following order:

Osceola County Representative  
Lake County Representative  
Orange County Representative  
City of Orlando Representative  
Seminole County Representative  
One of Citizen Representatives

The Right of Way Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 3. Quorum. If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of eight members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of seven members and a quorum shall be four members present. If only one appointment is made the Committee shall consist of six members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Section 4. The revised Charter is adopted in its entirety as Exhibit "A".

Section 5. This Resolution shall become effective upon adoption.

ADOPTED this 14<sup>th</sup> day of April 2016.

ATTEST:

  
Darleen Mazzillo  
Executive Assistant

  
Welton G. Cadwell  
Chairman

Approved as to form and legality:


  
Joseph L. Passiatore  
General Counsel



EXHIBIT "A"  
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD  
RIGHT OF WAY COMMITTEE CHARTER**

**PURPOSE**

The Right of Way Committee's primary function is to assist the Authority Board in fulfilling its responsibilities by providing oversight and control of the property acquisition and disposition process.

The Right of Way Committee shall oversee and assist the Central Florida Expressway Authority right of way activities. Delegation of authority for right of way acquisition activities recognizes the practical need to conduct negotiations for property acquisition, business damage claims and other matters pertinent to real estate transactions in confidence until such time as a settlement is reached.

**RESPONSIBILITIES**

The Right of Way Committee is responsible for conducting reviews and associated recommendations to the Board regarding property acquisition negotiations, proposed settlements, review of condemnation proceedings and mediation, and other matters related to acquisition negotiations and settlements.

**ORGANIZATION**

The Right of Way Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative and a designated substitute to serve in their absence, appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative and a designated substitute to serve in their absence, appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
6. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.



Committee member appointments may not be delegated. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have experience in Florida eminent domain matters or possess sufficient experience in property acquisition and disposition.

#### **CHAIRMAN SELECTION**

The Right of Way Committee will be chaired on an annual, rotating basis beginning on September 11, 2014, in the following order:

Osceola County Representative  
Lake County Representative  
Orange County Representative  
City of Orlando Representative  
Seminole County Representative  
One of Citizen Representatives

The Right of Way Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

#### **SUPPORT STAFF**

The Central Florida Expressway Authority General Counsel's office and Right of Way Counsel shall serve as advisors to the Committee. The Authority General Counsel's office shall provide support to the Committee and may retain independent consultants to assist in the conduct of Authority responsibilities, subject to the Authority's procurement policy and budget.

#### **CONDUCT OF BUSINESS**

The Right of Way Committee shall conduct business in accordance with the Central Florida Expressway Authority Property Acquisition and Disposition Procedures Manual.

#### **MEETINGS**

The Right of Way Committee shall meet as required to review negotiations and provide guidance to General Counsel, acquisition staff and consultants. Meetings may be called by the Executive Director, General Counsel or the Right of Way Committee Chair.

Public notice shall be provided in accordance with state law.

An agenda will be prepared by General Counsel and provided in advance to members, along with appropriate briefing materials.

Committee recommendations for right of way acquisition and disposition shall be submitted to the Board for approval. Draft Committee meeting minutes and any other Committee recommendations shall be submitted to the Authority Board for information and/or approval.

#### **QUORUM**

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of eight members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of seven

members and a quorum shall be four members present. If only one appointment is made the Committee shall consist of six members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL  
CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

ORLANDO ORANGE COUNTY  
EXPRESSWAY AUTHORITY,

Petitioner,

CASE NO. 2006-CA-006250-O

VS.

PARCEL NOS: 406

FUSCAN RIDGE, LLC, et al.,

Respondents.

MEDIATED SETTLEMENT AGREEMENT

At a mediation conference held on February 12, 2016, the parties reached the following Settlement Agreement:

1. The parties reach an agreement, and Central Florida Expressway Authority (CFX) will pay the total sum of **One Million Five Hundred Dollars (\$1,500,000.00)** in full and final settlement of all pending claims against CFX in the above styled cause of action, including, but not limited to, all attorneys fees and costs at the trial level and the District Court of Appeal and Supreme Court levels.
2. This agreement is subject to the approval of the CFX Right-of-Way Committee and the governing Board for CFX, which will be recommended for approval.
3. This Agreement contains all of the agreements of the parties relating to the resolution of any and all pending claims.
4. Subject to all approvals, Counsel for Petitioner and Respondent will jointly submit to the Court for signature a mutually approved proposed Stipulated Order Awarding Attorney Fees & Taxing Costs as soon as practical hereafter, and in any event within thirty (30) days after all approvals. This proposed Stipulated Order Awarding Attorney Fees & Taxing Costs shall

EXHIBIT B

EXHIBIT 6



incorporate, include and set forth all provisions of this agreement except this final paragraph. If either party fails to join in the submittal of this proposed Stipulated Order Awarding Attorney Fees & Taxing Costs to the court after all approvals within this time period, the other party may ask the court to enter an order incorporating, including, and setting forth these provisions, which shall not be objected to.


DATED this 12<sup>th</sup> day of February, 2016.




Richard N. Millian, Esquire  
Florida Bar No.: 0729256  
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[dtyree@broadandcassel.com](mailto:dtyree@broadandcassel.com)  
Broad and Cassel  
390 North Orange Avenue  
Suite 1400  
Orlando, FL 32801  
Telephone: (407) 839-4200  
Facsimile: (407) 425-8377  
Attorney for Petitioner



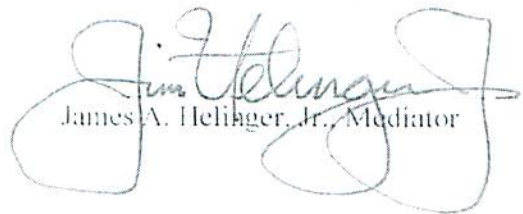
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Attorneys for Respondent



Name Printed: Joseph L. Passintore  
For Central Florida Expressway Authority



James C. Hauser, Esquire  
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750 Live Oak Street  
Maitland, Florida 32751  
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James A. Helinger, Jr., Mediator



# Tab B



## MEMORANDUM


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

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

DATE: May 11, 2016

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 262  
Proposed Mediated Settlement Including Fees and Costs

CLIENT-MATTER NO.: 19125.0146

A handwritten signature in blue ink, appearing to be "DS", is written over the "FROM" and "DATE" lines.

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee of a proposed mediated settlement between Hafeez R. Ali and Vonney Roberts, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 262 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-204.

### **DESCRIPTION AND BACKGROUND**

Parcel 262 ("Subject Property") is a fee simple acquisition of 4.786 acres, more or less, comprising a whole taking of property located on the west side of Plymouth Sorrento Road and north of Ondich Road in Orange County, Florida. The property is improved with a 1,988 square foot manufactured home built in 1987, several sheds, a well, irrigation system and perimeter fencing. The property is encumbered by a 20-foot wide ingress/egress easement along its northern boundary, benefitting surrounding properties to the north and west.

The Property is zoned A-1, Citrus Rural District by Orange County which provides for primarily residential/agricultural uses, and for which future development is uncertain. The future land use designation is R, Rural/Agricultural, by Orange County. The highest and best use of the property as vacant was determined to be for residential use. The highest and best use as improved is the continued use of the existing improvements.

The CFX's appraisal of the property was prepared by Chad Durrance, MAI, of Durrance & Associates. Mr. Durrance used a sales comparison approach to estimate the land and residential improvements of the Subject Property. In estimating the land value of the Subject Property, Mr. Durrance used seven (7) vacant comparable sales with an adjusted range of

\$24,000 to \$29,300 per acre, with a concluded value of \$27,500 per acre. Thus, Mr. Durrance opined the land value of the Subject Property is \$131,500.

Mr. Durrance researched the market for sales of comparable improved properties to estimate the value of the improvements, and utilized four (4) comparable sales indicating a price per square foot ranging from \$53 to \$89. Mr. Durrance opined the improvements for the Subject Property at \$88 per square foot of living area, or \$43,500. Adding the previous land value of \$131,500, Mr. Durrance opines the total value of the Subject Property to be \$175,000.

Bradley J. Pierson of Pierson Appraisal Group prepared the appraisal report for the Respondents. Based upon information from land planner Dale Laughner, Mr. Pierson opined it is reasonably probable the Subject Property would be annexed into the City of Apopka and rezoned for a greater density use or for use as an Adult Living Facility, which was the intent of the Respondents, and developed alone or by assemblage with adjoining properties. Mr. Pierson opines the highest and best use of the Subject Property as vacant is for future assisted living facility (ALF) development or high density residential development. The highest and best use as improved would be for an interim use of the improvements until re-development took place.

Mr. Pierson utilized three (3) comparable land sales ranging in value from \$64,893 to \$146,444 per acre, arriving at a valuation of \$100,000 per acre for the Subject Property or \$478,600 plus the easement area abutting the north of the property at 60% of the land value or \$17,665 to arrive at a total land value for the land taken of \$496,265. Mr. Pierson utilized the Cost Approach to value the improvements (new) at \$136,065, less depreciation of \$33,045, or a total value of the improvements of \$103,020. Mr. Pierson opines the total value of the land and improvements is \$599,285.

Counsel for the Respondents had noticed the matter for trial, but a trial date was not yet scheduled when the parties agreed to mediate this matter. During mediation, the parties were able to reach a settlement in the amount of \$249,000 as full settlement of all claims for compensation by the property owner, plus statutory attorney's fees totaling \$21,925.20, plus reduced expert fees and costs totaling \$30,000.00. Additionally, as a condition of the Mediated Settlement Agreement, the Respondents agreed to resolve any and all apportionment claims with respect to Parcel 262, and further agreed to waive any apportionment claim for their interest in an easement on an adjoining property (Parcel 266). David A. Holloway, counsel for the Respondents, advised Right-of-Way Counsel on March 15, 2016, that the apportionment issues related to the easement on Parcel 262 had been resolved. Mr. Holloway agreed to a reduced fee of \$3,500 for supplemental attorney's fees and costs related to the resolution of the apportionment issue.

For the above-cited reasons, Right-of-Way counsel requests a recommendation for approval of the mediated settlement in the amount of \$249,000, plus attorney's fees and costs and experts fees and costs totaling \$55,425.20, which is in the CFX's best interest. Settlement of the underlying claim, apportionment issues, and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 262.

## **RECOMMENDATION**

We respectfully request that the Right-of-Way Committee recommend to the CFX Board the approval of the proposed settlement agreement with a total settlement of \$304,425.20 in full settlement of all claims for compensation and apportionment in the acquisition of Parcel 262, including all statutory and supplemental attorney's fees and costs and all experts' fees and costs.

## **ATTACHMENTS**

- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Photographs of the Subject Property and Area
- Exhibit "C" – Mediated Settlement Agreement – Parcel 262
- Exhibit "D" – Experts Invoices

ORLDOCS 14608410 1

## LEGAL DESCRIPTION

PARCEL 262

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8615, PAGE 4918, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS THE NORTH 337.86 FEET THEREOF AND ALSO LESS THE EAST 30.00 FEET FOR ROAD PURPOSES.


MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG THE EAST LINE OF SAID SECTION 1 NORTH 00 DEGREES 07'20" WEST 663.42 FEET; THENCE SOUTH 89 DEGREES 10'25" WEST 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PLYMOUTH SORRENTO ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 00 DEGREES 07'20" WEST 326.54 FEET; THENCE SOUTH 89 DEGREES 03'09" WEST 639.36 FEET; THENCE SOUTH 00 DEGREES 02'02" WEST 325.39 FEET; THENCE NORTH 89 DEGREES 10'25" EAST 640.23 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 4.786 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

12/18/13  
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 12/18/13	<b>URS</b> URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

**EXHIBIT "A"**



# SKETCH OF DESCRIPTION

PARCEL 262

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

## LEGEND

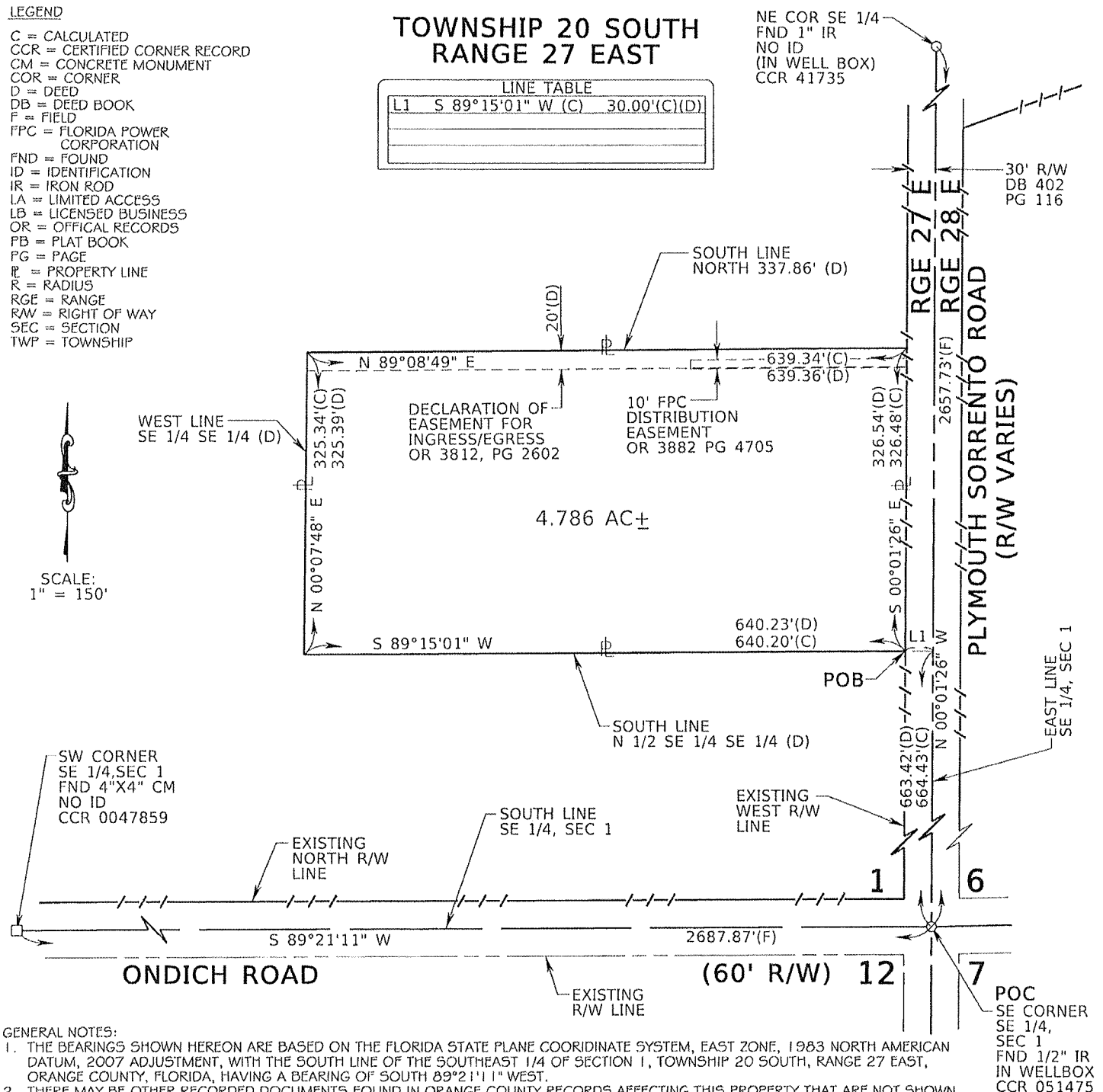
C = CALCULATED  
CCR = CERTIFIED CORNER RECORD  
CM = CONCRETE MONUMENT  
COR = CORNER  
D = DEED  
DB = DEED BOOK  
F = FIELD  
FPC = FLORIDA POWER CORPORATION  
FND = FOUND  
ID = IDENTIFICATION  
IR = IRON ROD  
LA = LIMITED ACCESS  
LB = LICENSED BUSINESS  
OR = OFFICIAL RECORDS  
PB = PLAT BOOK  
PG = PAGE  
PL = PROPERTY LINE  
R = RADIUS  
RGE = RANGE  
RAW = RIGHT OF WAY  
SEC = SECTION  
TWP = TOWNSHIP

## TOWNSHIP 20 SOUTH RANGE 27 EAST

LINE TABLE		
L1	S 89°15'01" W (C)	30.00'(C)(D)

NE COR SE 1/4  
FND 1" IR  
NO ID  
(IN WELL BOX)  
CCR 41735

SCALE:  
1" = 150'



## 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 SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" 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 27, 2012, FILE NO. 2037-2857129 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

POC  
SE CORNER  
SE 1/4,  
SEC 1  
FND 1/2" IR  
IN WELLBOX  
CCR 051475

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OCEA PROJECT NO: 429-204

**URS**

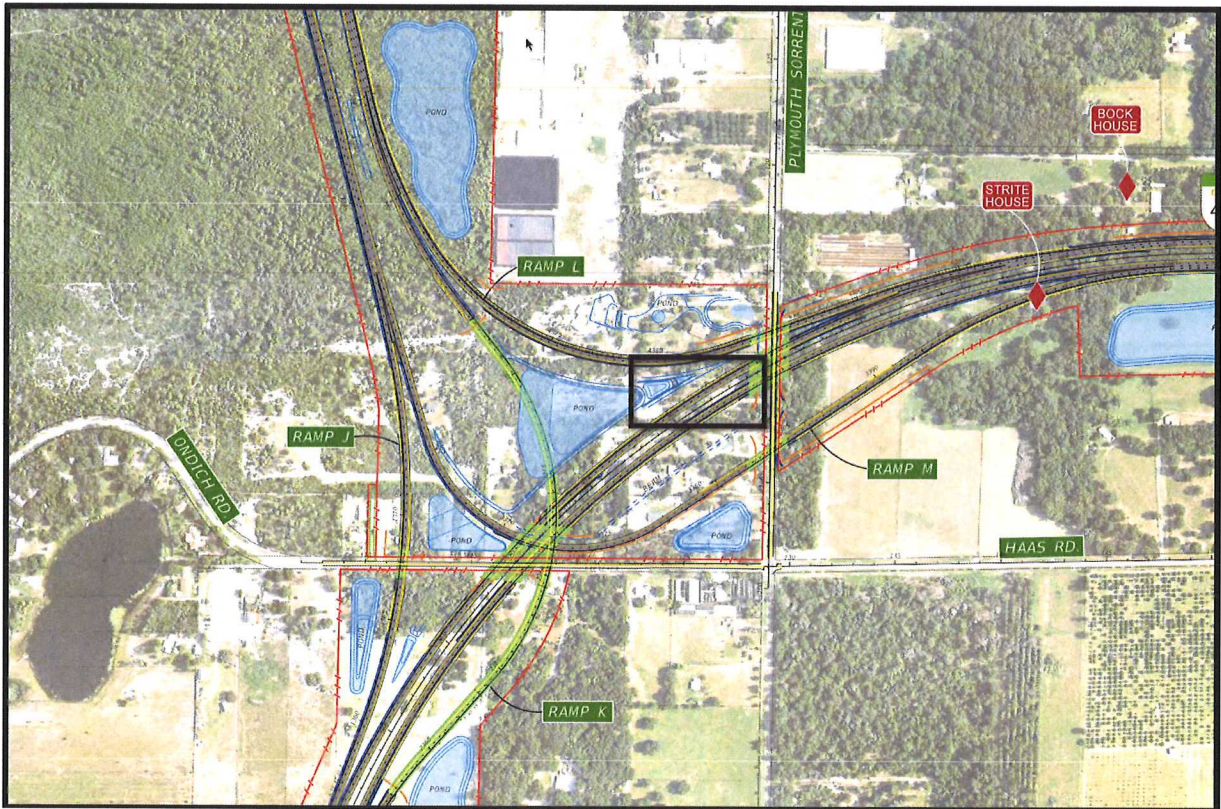
URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

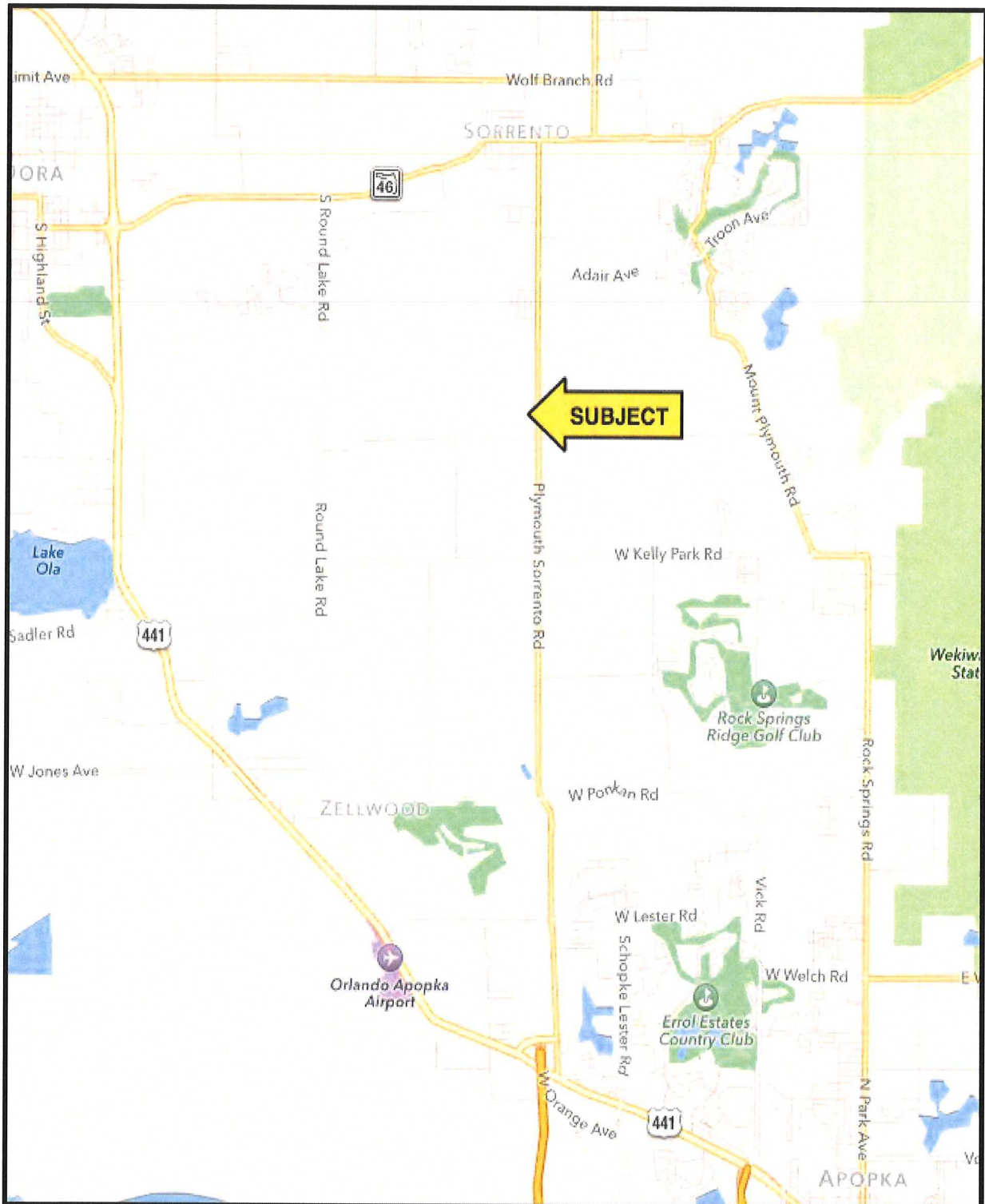
REVISIONS:

SHEET: 2 OF 2

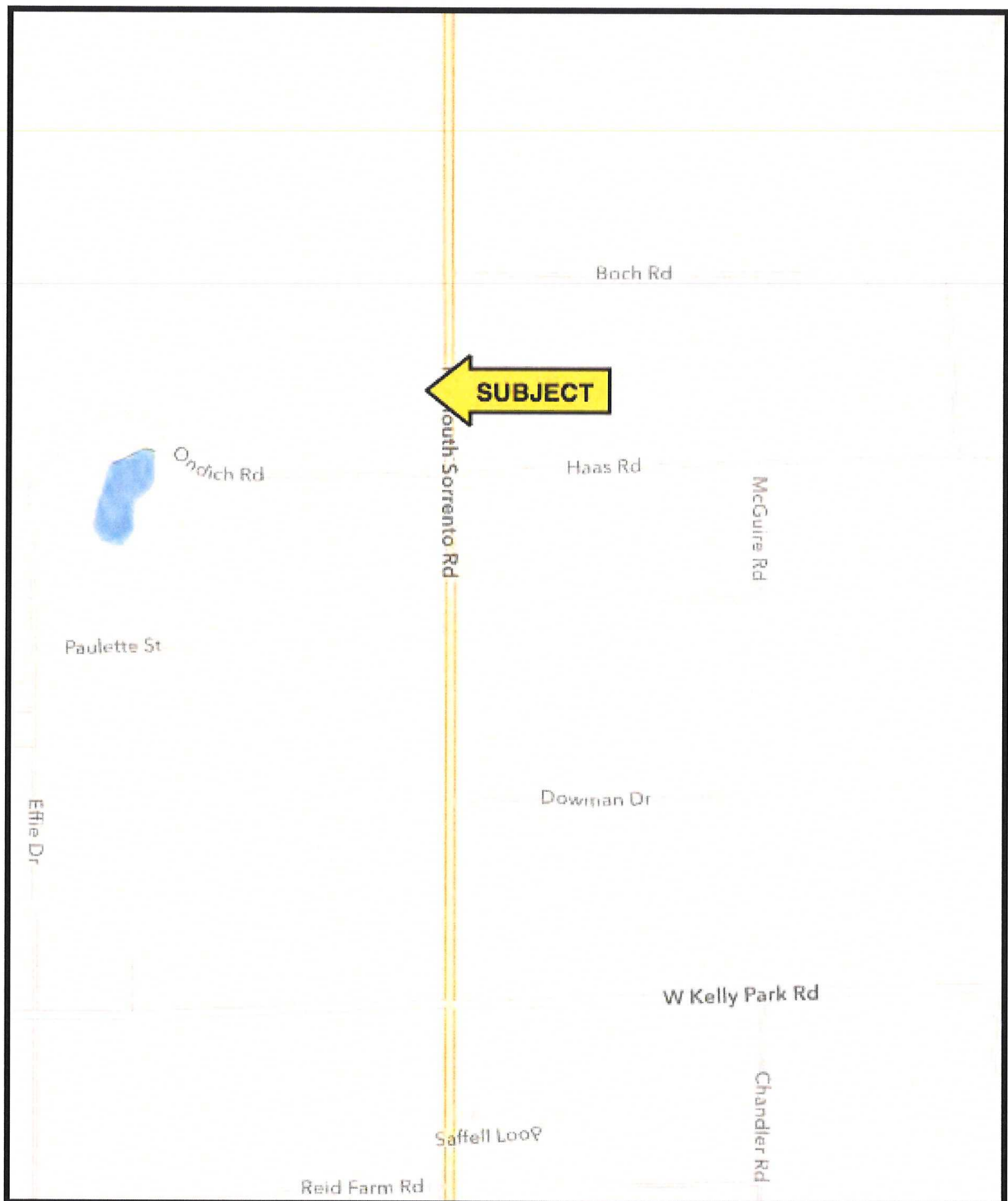


The proposed design of the Wekiva Parkway improvements in the area of the subject property is shown below.





**LOCATION MAP**



**LOCATION MAP**





**AERIAL**

(Source: OCPAFL.org – 2014 Image Date)





## ***AERIAL/SKETCH***

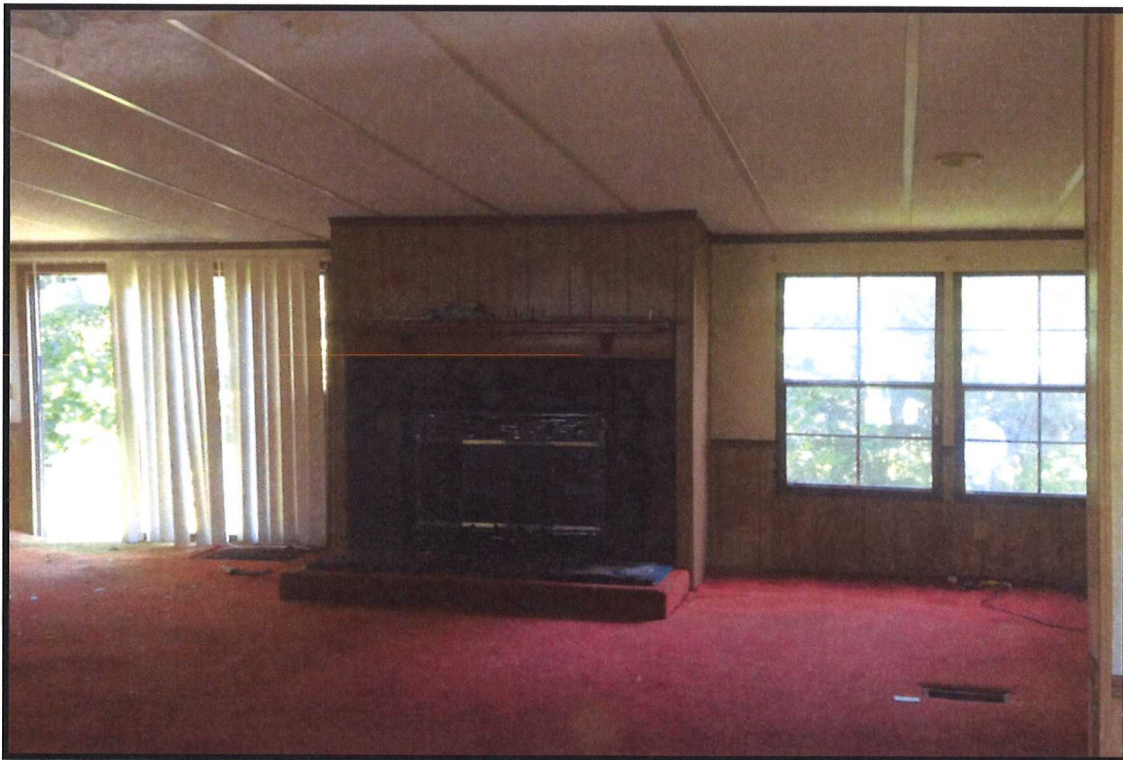


## ***BIRDS EYE/IMPROVEMENTS***





Northwesterly view of the manufactured residence. (Photo #1)



Interior view of residence (taken through window). (Photo #2)

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA  
CIRCUIT CIVIL DIVISION

CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY,

Petitioner,

v.

Case No.: 2015-CA-001150-O

Parcel: 262

HAFEEZ R. ALI, et al.

Respondents.

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**MEDIATED SETTLEMENT AGREEMENT**

At the Mediation Conference held on January 12, 2016, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondents, Hafeez R. Ali and Vonney Roberts, the sum of Two Hundred Forty-Nine Thousand Dollars exactly (\$249,000) in full settlement of all claims for compensation from Petitioner whatsoever, including statutory interest and all claims related to real estate and business damages, if any, but excluding attorney's fees and expert witness costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000). Within thirty days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondents, by deposit in the Registry of the Court or, in the event of no apportionment claim, by payment to the trust account of Respondents' attorney, the sum of Seventy-Four Thousand Dollars exactly (\$74,000), representing the difference between the total settlement sum referenced above and Petitioner's previous deposit in this case.

2. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Petitioner will pay to the trust account of Respondents' attorney the sum of Twenty-One Thousand Nine Hundred Twenty-Five Dollars and 20/100ths (\$21,925.20) in full settlement and satisfaction of all attorney's fees, including all fees related to monetary benefits, non-monetary benefits, and all law firm litigation costs in this case, but excluding supplemental proceedings related to apportionment, if any.

3. In addition to the above-referenced settlement sum and the above-referenced attorney's fees and law firm litigation costs, Petitioner will pay to the trust account of Respondents' attorney the sum of Thirty Thousand Dollars (\$30,000) in full settlement and satisfaction of all expert witness costs incurred by Respondents in this case.

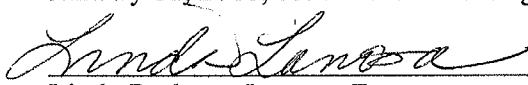
4. This Settlement Agreement is conditioned upon Respondents resolving any and all apportionment claims with respect to Parcel 262 within 60 days from the date of this Agreement. Upon the satisfaction or waiver by Respondents of the apportionment condition, this Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

5. Counsel for Petitioner and Respondents will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen days from the date of approval of this Settlement Agreement by the CFX Board.

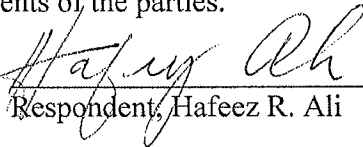
6. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board. Counsel and the CFX representative agree to recommend this Settlement Agreement to the ROW Committee and the CFX Board.

7. This Settlement Agreement includes full and complete satisfaction of Respondents' easement interest and apportionment claim in Parcel 266 owned by Warren and Wendy Ackley. Accordingly, Respondents hereby waive any apportionment claim to Parcel 266.

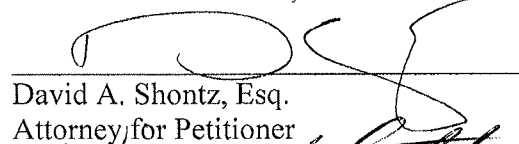
8. This Settlement Agreement, executed by the parties and their counsel on January 12, 2016, contains all of the agreements of the parties.



Linda Brehmer Lanosa, Esq.  
Deputy General Counsel  
on behalf of Petitioner, CFX




Respondent, Hafeez R. Ali



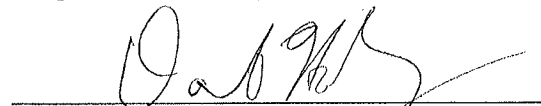
David A. Shontz, Esq.  
Attorney for Petitioner



William B. Smith, Esq.  
Circuit Court Mediator



Respondent, Vonney Roberts



David W. Holloway, Esq.  
Attorney for Respondents

**P**ierson **A**ppraisal **G**roup  
*Real Property Advisory, Eminent Domain Consultants*  
1635 Lakewood Drive South  
Lakeland, Florida 33813  
(863) 647-5570  
(863) 647-5009 Facsimile

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January 11, 2016

Re     Project Name: Wekiva Pkwy  
County: Orange  
Owner: Ali/Roberts  
Parcel: 262

**INVOICE FOR SERVICES RENDERED**

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1/9/15	Teleconference with Mr. Holloway re: Ali/Roberts Property. Reviewed Property appraiser information re: subject property. 6 hours @ \$195.00/hour
1/15/15	Received FDOT Appraisal Report - reviewed report, TC w/Mr. Holloway 7 hours @ \$195.00/hour
1/27/15	Site meeting with Dale Laughner re: highest and best use, development in the area and potential for the property. 5 hours @ \$195.00/hour
2/12/15	Reviewed all data and information pertaining to the Ali/Roberts Property, set up appraisal file, pilled all relevant internet data, phone conference with David Holloway & Dale Laughner re: parent tract issues and easement location and rights. 5 hours @ \$195.00/hour
3/13/15	Telephone conference with Dale Laughner re: highest and best use, other similar uses in Orange County. 1.5 hours @ \$195.00/hour
4/3/15	Received Preliminary Planning report, reviewed report, TC w/Dale Laughner, TC w/David Holloway 4.5 hours @ \$195.00/hour
4/6/15	Began sales research. 8 hours @ \$195.00/hour
4/7/15	Site re-inspection. Preparation for OT hearing 8 hours @ \$195.00/hour
4/8/15	Attend and testify at OT Hearing 4 hours @ \$195.00/hour

**EXHIBIT "D"**

4/9/15	Sales research, vacant residential/commercial land sales in Orange County. 8 hours @ \$195.00/hour
4/10/15	Sales research, TC w/Dale Laughner, TC w/David Holloway 8 hours @ \$195.00/hour
4/13/15	Sales research - Assisted Living Facilities - Vacant and Improved sales, locations and types of facilities. 8 hours @ \$195.00/hour
4/20/15	Sales inspections of all sales (Improved ALF and vacant) 8 hours @ \$195.00/hour
4/21/15	Meeting w/Mr. Holloway @ Seminole office 4 hours @ \$195.00/hour
4/22/15	Sales confirmation and sales write-up. 8 hours @ \$195.00/hour
4/24/15	Compiled sales data for properties purchased by the Central Florida Expressway Authority. Created map and mapped sales and Wekiva Parkway route 8 hours @ \$195.00/hour
6/11/15	Began preliminary appraisal writing with collection of sales and data. 8 hours @ \$195.00/hour
7/16/15	Continued sales research for both vacant residential and commercial sales. TC w/Dale Laughner re: Highest and best use 6 hours @ \$195.00/hour
7/20/15	TC w/Dale Laughner, TC w/David Holloway 1 hour @ \$195.00/hour
10/12/15	Continued appraisal writing. Report set-up, description of property, zoning and land use, reviewed neighborhood data and land valuation. TC w/Dale Laughner. 8 hours @ \$195.00/hour
10/30/15	Continued appraisal writing. TC w/David Holloway re: easement rights to be compensated for, potential development of the property 5 hours @ \$195.00/hour
12/1/15	Continued appraisal writing. Analysis of property as residential development of separate lots with common access road, possibility of ALF development. 8 hours @ \$195.00/hour
12/2/15	Property re-inspection 2 hours \$195.00/hour



12/3/15 Continued Appraisal writing. TC with David Holloway re: site analysis, highest & best use issues, condition of the existing home on the property  
8 hours @ \$195.00/hour

12/4/15 Continued appraisal writing. TC w/David Holloway.  
7 hours @ \$195.00/hour

12/7/15 Continued appraisal writing. Sent draft report to David Holloway.  
7 hours @ \$195.00/hour

12/8/15 TC w/David Holloway, completed appraisal report, made minor revisions sent report to Mr. Holloway.  
8 hours @ \$195.00/hour

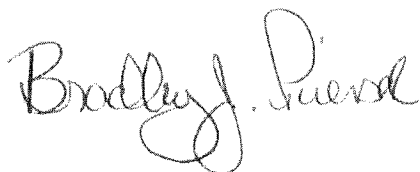
12/10/15 TC w/David Holloway re: mediation and exhibits for mediation. Reviewed file, reviewed DOT report, prepared land exhibit for mediation.  
5.5 hours @ \$195.00/hour

1/4/16 Mediation preparation meeting at Mr. Holloway's office. Reviewed of appraisal and sales, sales throughout the corridor area that impacted the market.  
3 hours @ \$195.00/hour

1/15-12/15 E-mail correspondence dates: 1/15/15, 1/28/15, 2/16/15, 3/4/15, 4/2/15, 4/5/15, 4/6/15, 4/7/15, 4/9/15, 4/30/15, 5/4/15, 5/8/15, 5/26/15, 6/22/15, 11/20/15, 11/22/15, 12/3/15, 12/6/15, 12/7/15, 12/8/15, 12/18/15  
4 hours @ \$195.00/hour

Totals for - Parcel 262 - Ali/Roberts

WORK COMPLETED BY	RATE	HOURS	TOTAL	
PRINCIPAL	\$195/hr	181.50	\$35,392.50	
ASSOCIATES	N/A	-0-	-0-	
Other Experts			-0-	
<b>TOTAL FOR APPRAISAL SERVICES RENDERED</b>				<b>\$35,392.50</b>



Bradley J. Pierson, State Certified General Appraiser RZ1977  
Pierson Appraisal Group, Inc.  
F.E.I.D. 59-3418505

<b><i>Ali / Roberts Case Time Sheet Parcel 262</i></b>	<b>All work by Dale Laughner</b>			
<b>Work Description</b>	<b>Time</b>	<b>Date</b>	<b>Rate \$185 / Hour</b>	<b>Invoice Amount</b>
Began work, TC with Mr. Pierson regarding entitlements and scheduling of meeting.	0.5	1/10/15		\$92.50
Established location of property, studied the Orange County property appraiser site record and map, studied surrounding area, TC with Mr. Pierson regarding location on the Apopka City line relative to agreement between Orange County and Apopka and received and reviewed Durrance appraisal.	3.25	1/16/15		\$601.25
Researched the location of the Orange County and Apopka Comprehensive Plan boundaries and approved projects in the area. Emails with Mr. Pierson regarding roads in the area.	2.5	1/18/15		\$462.50
Review FDOT appraisal and maps, research on FDOT property owned east of the site and north of the site.	1.25	1/20/2015		\$231.25
Research the location of Pine Plantation and the sales history, Orlando Sentinel news article and Kelly Park Crossing approval as a DRI. Emails with Mr. Pierson regarding the project. Prepare planning report.	1.75	1/22/15		\$323.75
Site meeting	5.0	1/27/15		\$925.00

Email, TC with Mr. Pierson, research Orange County Comprehensive Plan and prepare draft planning report.	2.25	1/27/15		\$416.25
Email with Mr. Pierson and prepare planning report. Acquire maps and aerals and copy of the Wekiva Protection Act, study State law regarding the protection of the Wekiva River basin and related regulations.	2.0	2/2/15		\$370.00
Research ALFs and study Kelly Park Crossings DRI, ADA.	3.0	2/6/15		\$555.00
Call to the City of Apopka regarding the Comprehensive Plan and to set a meeting. Acquire maps, aerals and the Wekiva Protection Act. Study State Statute. Email, TC with Mr. Pierson regarding parent track & easement rights. Research on regional recreation complex.	3.25	2/12/15		\$601.25
Study the Orange County Comprehensive Plan. Research the parcels condemned that were not necessary for construction of the Expressway. Research and study the Kelly Crossings DRI. Email to Mr. Pierson regarding buildout of the Kelly Park Crossing DRI/ADA.	2.0	2/16/15		\$370.00
Meet with planning staff at the City of Apopka.	2.25	2/24/15		\$416.25
Review draft planning report and transmit to Mr. Pierson.	0.50	2/26/15		\$92.50
Email with Mr. Hollow & Mr. Pierson, call with Mr. Pierson. Prepare planning report.	5.0	3/13/15		\$925.00

Prepare planning report.	1.5	3/24/15		\$277.50
Research the condemnation of sites not required for Wekiva Expressway construction, in a larger area.	3.50	3/25/15		\$647.50
Research the condemnation of sites not required in a larger area.	3.50	3/26/15		\$647.50
Email to Mr. Pierson regarding Alf locations and Kelly Park Crossing DRI. Research Pine Plantation project.	1.75	4/2/15		\$323.75
Email and call to Mr. Pierson regarding Alf locations. Research Orange County Land Development Code, study existing and planned sanitary sewer improvements.	2.0	4/3/15		\$370.00
Email to Mr. Pierson. Research the environmental makeup of wetland purchases as compared to the subject site. Market analysis of the general area.	3.0	4/4/15		\$555.00
Email to Mr. Pierson. Find other ALF sites. Call to Orange County Planning. Prepare planning report. Research Orange County and Apopka approved plan amendments.	4.25	4/6/15		\$786.25
Meeting with Apopka engineering staff regarding planned sanitary sewer improvements.	2.25	4/7/15		\$416.25
Email to Mr. Pierson. Research the Wekiva Protection Statute. Prepare planning report. Call to Orange County Planning Department and calls to Apopka planning regarding history of	5.25	4/8/15		\$971.25

entitlements.				
Email to Mr. Mr. Holloway. TC with Mr. Pierson, research, map of other approved sites in area.	2.25	4/10/15		\$416.25
Continue research on Kelly Crossings DRI / ADA regarding access, drive time, area required for housing in Apopka and Orange County according to the Kelly Park Crossing DRI/ADA schedule of development, prepare aerials and maps, research on ALF locations.	4.0	4/13/15		\$740.00
Prepare planning report and email to Mr. Pierson, continue analysis of the Orange County / Apopka Ordinance.	2.0	4/15/15		\$370.00
Research on ALFs. Study research prepared by Apopka regarding the history of approved plan amendments, rezoning, and annexations, prepare report, prepare maps. TC with Mr. Pierson regarding Apopka research and HBU and call to Apopka Planning.	3.0	4/16/15		\$555.00
Research the Orange County Interchange Plan and map and location of the area of the Wekiva River basin, research the Orange County Land Development Code. Research provisions of the Apopka Comprehensive Plan Land Use Element policies, study land use plan map designation changes at the Interchange at the Kelly Park Crossing DRI/ADA and evaluate mixed use development at and around the interchange.	1.75	4/17/15		\$323.75



Researched the Orlando Sentinel to find information regarding the Lawsuit on Kelly Park Crossings, prepare planning report, locate and study the dates of condemnation on properties east of the site.	2.75	4/19/15		\$508.75
Continue research on Properties condemned east of the property and properties condemned along the alignment of the Wekiva Expressway from Kelly Park Crossing to eastern terminus.	1.5	4/20/15		\$277.50
Meeting with Mr. Pierson, and Mr. Holloway, to review site maps.	1.75	4/21/15		\$325.75
Research unadopted plan amendment prepared for new Land Development code, calls to Apopka Planning prepare report, research on probability of annexation.	4.5	4/22/15		\$740.00
Call to Apopka Planning Department regarding research on rezonings and plan amendments in Apopka and northeast Orange County.	1.75	4/23/15		\$323.75
ALF research, rezoning and plan amendments in Orange County, State regulations regarding development in the Wekiva River basin. TC with the Orange County Planning Department staff.	1.75	4/24/15		\$323.75
Research Pine Plantation and the Expressway Authority condemnation of Parcels along the Expressway between	4.75	4/27/15		\$878.75

the Kelly Park Crossing to eastern terminus & Apopka service area for sanitary sewer expansion, call to Apopka utility engineering. Prepare draft planning report, aerials and maps.				
Email to Mr. Pierson regarding research on HBU, prepare planning report, study the entitlements of the Kelly Park Crossings DRI/ADA.	1.25	5/7/15		\$231.25
Continued analysis of the area required for the buildout of the Kelly Park Crossings project, analysis of the commercial, industrial and office square footage to be built and employees employed there.	4.0	5/10/15		\$740.00
Continue research on ALF, Call to the Apopka Planning Department, preparation of planning report.	3.0	5/11/2015		\$555.00
Research utilities to be provided by the Kelly Park Crossing DRI/ADA, prepare report, research into ALFs.	2.75	5/12/15		\$508.75
Field inspection, prepare report. Analysis of Kelly Park DRI, DO relative to future growth in the area and HRDP on the site.	3.25	5/13/15		\$601.25
Continue analysis of the Kelly Park Crossing DRI, DO as to size and impact in Orange County, Apopka and Lake County as to office building sizes (employees) and related homes to be built in the impact area. Same for retail and industrial uses.	3.75	5/14/15		\$693.75

Continued research on draft maps prepared by Apopka Planning.	1.25	5/15/15		\$231.25
Report preparation	3.0	5/19/15		\$555.00
Research on Adult Living Facilities, report preparation.	2.0	5/20/15		\$370.00
Research property purchases and ALF analysis. Report preparation.	6.0	5/11/15		\$1,110.00
<b>Hours</b>	123.5			
<b>Total</b>				<b>\$22,757.00</b>

**DAVID W. HOLLOWAY, P. A.**

**Apportionment Fees**

**CFX v. Ali/Roberts**

<b>Date</b>	<b>Initials</b>	<b>Description</b>	<b>Time</b>	<b>Rate</b>	<b>Amount</b>
4/6/15	DWH	emails from and to Kurt Bauerle, Esquire re appraisal	0.2	\$400	\$80.00
4/6/15	JR	email to Kurt Bauerle, Esquire	0.2	\$125	\$25.00
4/17/15	DWH	review file; determine percentage of good faith deposit possibly due easement holders; draft Order Granting Apportionment and Withdrawal of Funds	2	\$400	\$800.00
4/17/15	JR	email to Kurt Bauerle, Esquire	0.1	\$125	\$12.50
4/23/15	JR	follow up email to Kurt Bauerle, Esquire re proposed Order	0.2	\$125	\$25.00
4/28/15	DWH	office conference with JR	0.3	\$400	\$120.00
4/28/15	JR	telephone call to Kurt Bauerle, Esquire; receipt and review of email from Kurt Bauerle, Esquire; office conference with DWH	0.8	\$125	\$100.00
4/29/15	JR	revise Order Granting Apportionment and Withdrawal of Funds; email to Kurt Bauerle, Esquire	0.3	\$125	\$37.50
5/4/15	JR	review judicial calendaring system for Judge Kest; email to Kurt Bauerle, Esquire	0.4	\$125	\$50.00
1/12/16	DWH	telephone call with client re apportionment; contact Kurt Bauerle, Esquire	0.4	\$400	\$160.00
1/20/16	DWH	contact Kurt Bauerle, Esquire to discuss apportionment	0.1	\$400	\$40.00
1/27/16	DWH	review file and previous Order Granting Apportionment; calculate funds possibly due easement holders; research entitlement issues; telephone call to client; conversation with Kurt Bauerle, Esquire; email to Kurt Bauerle, Esquire	3.3	\$400	\$1,320.00
1/29/16	DWH	receipt and review of email from Kurt Bauerle, Esquire re apportionment of settlement proceeds	0.2	\$400	\$80.00
2/16/16	DWH	telephone call to client	0.5	\$400	\$200.00
2/17/16	DWH	telephone call from client re apportionment issues; email to David Shontz, Esquire	1.1	\$400	\$440.00
3/14/16	DWH	contact Kurt Bauerle, Esquire to discuss apportionment; set up conversation on March 15th	0.2	\$400	\$80.00
3/15/16	DWH	telephone call to client; telephone call and email to Kurt Bauerle, Esquire re sums to be paid easement holders	1.1	\$400	\$440.00
3/21/16	DWH	receipt and review of email from Kurt Bauerle, Esquire confirming apportionment amount; telephone call to client	0.5	\$400	\$200.00
<b>TOTAL</b>					<b>\$4,210.00</b>

# Tab C



**WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.**  
**329 Park Avenue North**  
**Second Floor**  
**Post Office Box 880**  
**Winter Park, Florida 32790-0880**  
**Telephone (407) 423-4246**  
**Facsimile (407) 645-3728**

**MEMORANDUM**

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

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

**DATE: May 11, 2016**

**RE: S.R. 429 Wekiva Parkway, Project 429-204; Parcels 262, 266 and 866 -  
Recommendation for Board Approval for Settlement of Attorney's Fees**

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Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Right of Way Committee's recommendation for Board approval of attorney's fees for the representation of Ryan Ackley ("tenant"), incurred in Parcels 262, 266 and 866 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-204. The Petition in Eminent Domain was filed on May 5, 2015.

**DESCRIPTION and BACKGROUND:**

**Parcel 262** is the subject of a separate memorandum submitted by the law firm of Shutts and Bowen. Warren and Wendy Ackley (the "Ackleys") have an easement interest in Parcel 266 for access purposes.

**Parcel 266** involves a partial taking of 4.707 acres of land from a 5.157 acre property, leaving a .450 acre remainder. **Parcel 866** is a permanent easement over 600 square feet of property. The subject is located along Plymouth Sorrento Road in unincorporated Orange County, and is improved with a 2,750 square foot residence, as well as a mobile home. The property was owned by Warren and Wendy Ackley, and the mobile home was owned by the Ryan Ackley, a tenant on the property.

The Board approved a settlement in this case in the amount of \$726,770.00 on June 11, 2015. Included within that settlement was a payment of attorneys fees to Kurt Bauerle from the law firm of Harris Harris Bauerle Ziegler & Lopez, P.A., for Mr. Bauerle's representation of Warren and Wendy Ackley. The attorney fee payment in the amount of \$55,770, was based on the statutory betterment between the amount of the first offer to Warren and Wendy Ackley and the final settlement amount.

At the time of the settlement approval, Mr. Bauerle's attorneys fees for his representation of Ryan Ackley were not included in the settlement proposal. This attorney fee information was

not received until after settlement approval. Mr. Bauerle is requesting \$9,750 for his representation of Ryan Ackley's tenancy interest and interest in the mobile home, (as well as his Parcel 262 representation discussed below). The value of the mobile home was not included in the first offer, and was valued in a letter addendum for \$29,000.

In addition, Mr. Bauerle represented the Ackleys' interest in Parcel 262, the settlement of which is before this Committee under a separate memorandum prepared by the law firm of Shutts and Bowen. The Ackleys were the owners of an easement interest for cross-access purposes in Parcel 262. Compensation for easement interests are generally determined in post-judgment apportionment proceedings, for which attorneys fees are provided under Section 73.092(2), Florida Statutes, which awards attorneys fees based on factors such as time and effort put into the case (as opposed to betterment). Mr. Bauerle negotiated a resolution with the Landowners' counsel in Parcel 262 regarding the Ackleys' easement interest, thus eliminating the need for an apportionment hearing on this issue.

Counsel has reviewed the amount sought by Mr. Bauerle and believes it to be reasonable.

**RECOMMENDATION:**

We respectfully request that the Right of Way Committee recommend CFX Board approval of the proposed attorney fee payment in the amount of \$9,750.00 to Kurt Bauerle to compensate him for his services in representing the tenant, Ryan Ackley, in Parcels 266 and 866 and for the Ackleys' easement interests in Parcel 262.

**ATTACHMENTS:**

Sketch of Subject Property  
Order of Taking, including Sketch, on Parcel 262

## LEGAL DESCRIPTION

PARCEL 266

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

THAT PART OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3815, PAGE 1298 AND OFFICIAL RECORDS BOOK 4694, PAGE 1298, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE, NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 990.97 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 337.86 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SOUTHEAST 1/4; THENCE, DEPARTING SAID EAST LINE, SOUTH 89°08'49" WEST ALONG SAID SOUTH LINE A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD AND THE POINT OF BEGINNING; THENCE, DEPARTING SAID EXISTING WEST LINE, CONTINUE SOUTH 89°08'49" WEST ALONG SAID SOUTH LINE A DISTANCE OF 1308.69 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE, DEPARTING SAID SOUTH LINE, NORTH 00°17'04" EAST ALONG SAID WEST LINE A DISTANCE OF 337.93 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 337.86 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE, DEPARTING SAID WEST LINE, NORTH 89°08'49" EAST ALONG SAID NORTH LINE A DISTANCE OF 96.06 FEET; THENCE, DEPARTING SAID NORTH LINE SOUTH 59°23'50" EAST A DISTANCE OF 183.70 FEET; THENCE, NORTH 59°36'28" EAST A DISTANCE OF 126.25 FEET; THENCE, NORTH 81°45'02" EAST A DISTANCE OF 261.15 FEET TO A POINT ON THE WEST LINE OF THE EAST 715.21 FEET OF SAID NORTH 337.86 FEET; THENCE, DEPARTING SAID NORTH LINE, SOUTH 00°01'26" EAST ALONG SAID WEST LINE A DISTANCE OF 317.89 FEET; THENCE, DEPARTING SAID WEST LINE, NORTH 89°08'49" EAST A DISTANCE OF 685.28 FEET TO A POINT ON SAID EXISTING WEST RIGHT OF WAY LINE; THENCE, SOUTH 00°01'26" EAST ALONG SAID EXISTING WEST LINE A DISTANCE OF 20.00 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 4.707 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

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 1/05/15		<b>URS</b> URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 1 OF 3

## LEGAL DESCRIPTION

PARCEL 866

PURPOSE: PERMANENT EASEMENT

ESTATE: PERMANENT EASEMENT

THAT PART OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1,  
TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE  
LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3815, PAGE 1298 AND OFFICIAL  
RECORDS BOOK 4694, PAGE 1298, PUBLIC RECORDS OF ORANGE COUNTY,  
FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1,  
TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 1/2" IRON ROD IN WELLBOX AS NOW  
EXISTS); THENCE, NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST  
1/4, A DISTANCE OF 990.97 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH  
337.86 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4;  
THENCE, DEPARTING SAID EAST LINE, SOUTH 89°08'49" WEST ALONG SAID SOUTH LINE  
A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF  
PLYMOUTH SORRENTO ROAD AND THE POINT OF BEGINNING; THENCE, DEPARTING SAID  
SOUTH LINE, NORTH 00°01'26" WEST ALONG SAID EXISTING WEST LINE A DISTANCE  
OF 20.00 FEET; THENCE, DEPARTING SAID EXISTING WEST LINE, NORTH 89°08'49" EAST  
A DISTANCE OF 30.00 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHEAST 1/4;  
THENCE, SOUTH 00°01'26" EAST ALONG SAID EAST LINE A DISTANCE OF 20.00 FEET  
TO A POINT ON SAID SOUTH LINE; THENCE, DEPARTING SAID EAST LINE, SOUTH  
89°08'49" WEST ALONG SAID SOUTH LINE A DISTANCE OF 20.00 FEET TO THE POINT  
OF BEGINNING.

CONTAINING 600 SQUARE FEET, MORE OR LESS.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 1/05/15		<b>URS</b> URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 2 OF 3

# SKETCH OF DESCRIPTION

PARCEL 266

PURPOSE: LIMITED ACCESS RIGHT OF WAY

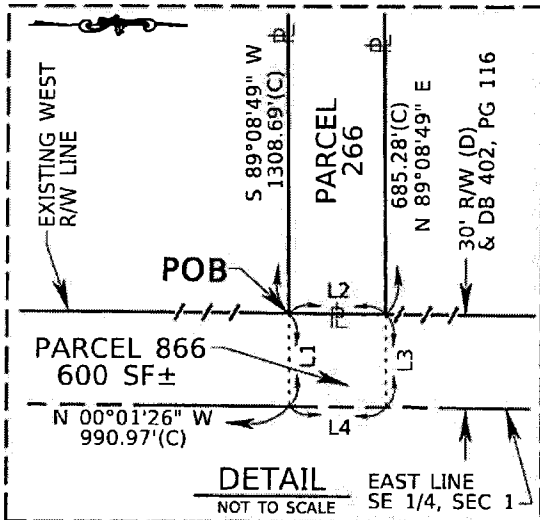
ESTATE: FEE SIMPLE

PARCEL 866

PURPOSE: PERMANENT EASEMENT

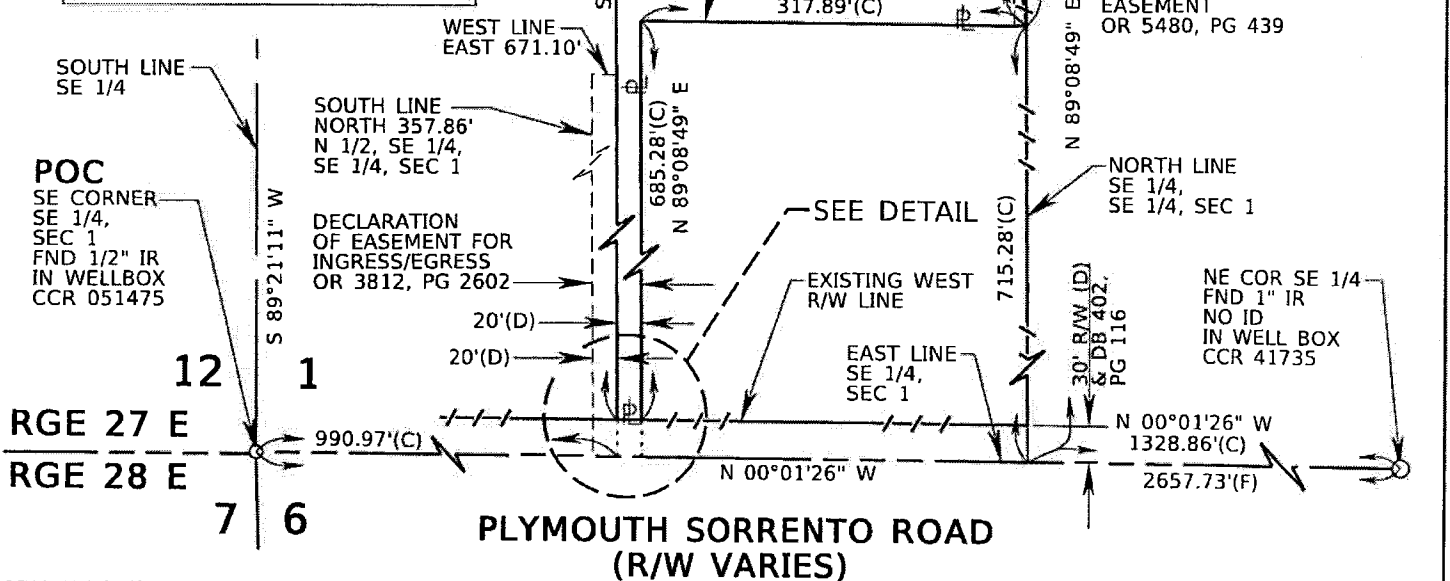
ESTATE: PERMANENT EASEMENT

## TOWNSHIP 20 SOUTH RANGE 27 EAST



### LINE TABLE

L1	S 89°08'49" W	30.00'(C)
L2	S 00°01'26" E	20.00'(C)
L3	N 89°08'49" E	30.00'(C)
L4	N 00°01'26" W	20.00'(C)



SCALE:  
1" = 150'

### LEGEND

C = CALCULATED  
CCR = CERTIFIED CORNER RECORD  
CM = CONCRETE MONUMENT  
COR = CORNER  
D = DEED  
DB = DEED BOOK  
F = FIELD  
FND = FOUND  
FPC = FLORIDA POWER CORPORATION  
ID = IDENTIFICATION  
IR = IRON ROD  
LA = LIMITED ACCESS  
LB = LICENSED BUSINESS  
OR = OFFICIAL RECORDS  
PB = PLAT BOOK  
PG = PAGE  
PL = PROPERTY LINE  
R = RADIUS  
RGE = RANGE  
RW = RIGHT OF WAY  
SEC = SECTION  
TWP = TOWNSHIP

### 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 SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" 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 "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 3, 2013, ORDER NO. 4380360 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 1/05/15

DRAWN BY: DJK

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: 3 OF 3



**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA**

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

Petitioner,

v.

HAFEEZ R. ALI, et al.,

Respondents.

---

FILED IN OPEN COURT

4-8-15  
Clerk, Cir. Ct., Orange Co. FL

By 

CASE NO.: 2015-CA-001150-O

Parcel 262

Subdivision 39

**ORDER OF TAKING AS TO PARCEL 262**

THIS CAUSE came on to be heard by the Court, and it appearing that proper notice was first given to all Respondents and to all persons having or claiming any equity, lien, or other interest in or to the real property described in the Petition that the Petitioner would apply to this Court on the 8<sup>th</sup> day of April, 2015, for an Order of Taking, and the Court being fully advised in the premises, upon consideration, it is therefore:

**ORDERED AND ADJUDGED:**

1. That this Court has jurisdiction of this action, of the subject property, and the parties to this cause.

2. That the pleadings in this cause are sufficient, and the Petitioner is properly exercising its delegated authority.

3. That the Declaration of Taking filed in this cause by the Petitioner was made in good faith, and based upon a valid appraisal.

**DOC # 20150177430 B: 10901 P: 9347**

04/10/2015 10:33 AM Page 1 of 6

Rec Fee: \$0.00

Deed Doc Tax: \$0.00

Mortgage Doc Tax: \$0.00

Intangible Tax: \$0.00

Martha O. Haynie, Comptroller

Orange County, FL

Ret To: ORANGE COUNTY CLERK OF COURT

ERECORD

4. That upon the payment of the deposit hereinafter specified into the Registry of this Court, the right, title or interest specified in the Petition as described herein shall vest in the Petitioner, as attached as **Exhibit "A."**

5. That the good faith deposit amount to be deposited in the Registry of the Court within twenty (20) days is **ONE HUNDRED SEVENTY-FIVE THOUSAND, ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$175,170.00)** consisting of the good faith deposit amount of \$175,000, plus a \$170.00 clerk's fee.

6. That the deposit of money will secure the persons lawfully entitled to compensation, as will be determined ultimately by final judgment of the Court, or otherwise settled.

7. That the Court reserves jurisdiction to enforce the terms of this Order of Taking.

**DONE AND ORDERED** in Orlando, Orange County, Florida this 8 day of April, 2015.

  
JOHN MARSHALL KEST  
Circuit Judge

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court this 8<sup>th</sup> day of April, 2015, by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorneys/interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System.

  
Judicial Assistant

**SERVICE LIST**  
**PARCEL 262**

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*Attorneys for Respondent,  
Beal Bank, SSB*

PSP/MRC Debt Portfolio S-1, L.P.,  
a Delaware limited partnership  
c/o THE CORPORATION TRUST  
COMPANY, Registered Agent  
Corporation Trust Center  
1209 Orange Street  
Wilmington, DE 19801

Unknown Tenants and Other Parties in  
Possession  
Address Unknown

Unknown Parties with Interest in the Property  
Address Unknown

ORLDOCS 13963209 1

**LEGAL DESCRIPTION**

PARCEL 262  
 PURPOSE: LIMITED ACCESS RIGHT OF WAY  
 ESTATE: FEE SIMPLE

THAT PART OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1,  
 TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING  
 THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8615, PAGE 4918,  
 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE  
 PARTICULARLY DESCRIBED AS FOLLOWS:

"A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4  
 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY,  
 FLORIDA. LESS THE NORTH 337.86 FEET THEREOF AND ALSO LESS THE EAST  
 30.00 FEET FOR ROAD PURPOSES.

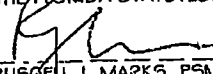
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG  
 THE EAST LINE OF SAID SECTION 1 NORTH 00 DEGREES 07'20" WEST 663.42 FEET;  
 THENCE SOUTH 89 DEGREES 10'25" WEST 30.00 FEET TO THE WEST RIGHT-OF-WAY  
 LINE OF PLYMOUTH SORRENTO ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE  
 NORTH 00 DEGREES 07'20" WEST 326.54 FEET; THENCE SOUTH 89 DEGREES 03'09"  
 WEST 639.36 FEET; THENCE SOUTH 00 DEGREES 02'02" WEST 325.39 FEET; THENCE  
 NORTH 89 DEGREES 10'25" EAST 640.23 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 4.786 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, FPM NO. 5623

DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 12/18/13	<b>URS</b> URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		SHEET: 1 OF 2
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		

**EXHIBIT "A"**



# SKETCH OF DESCRIPTION

PARCEL 262

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

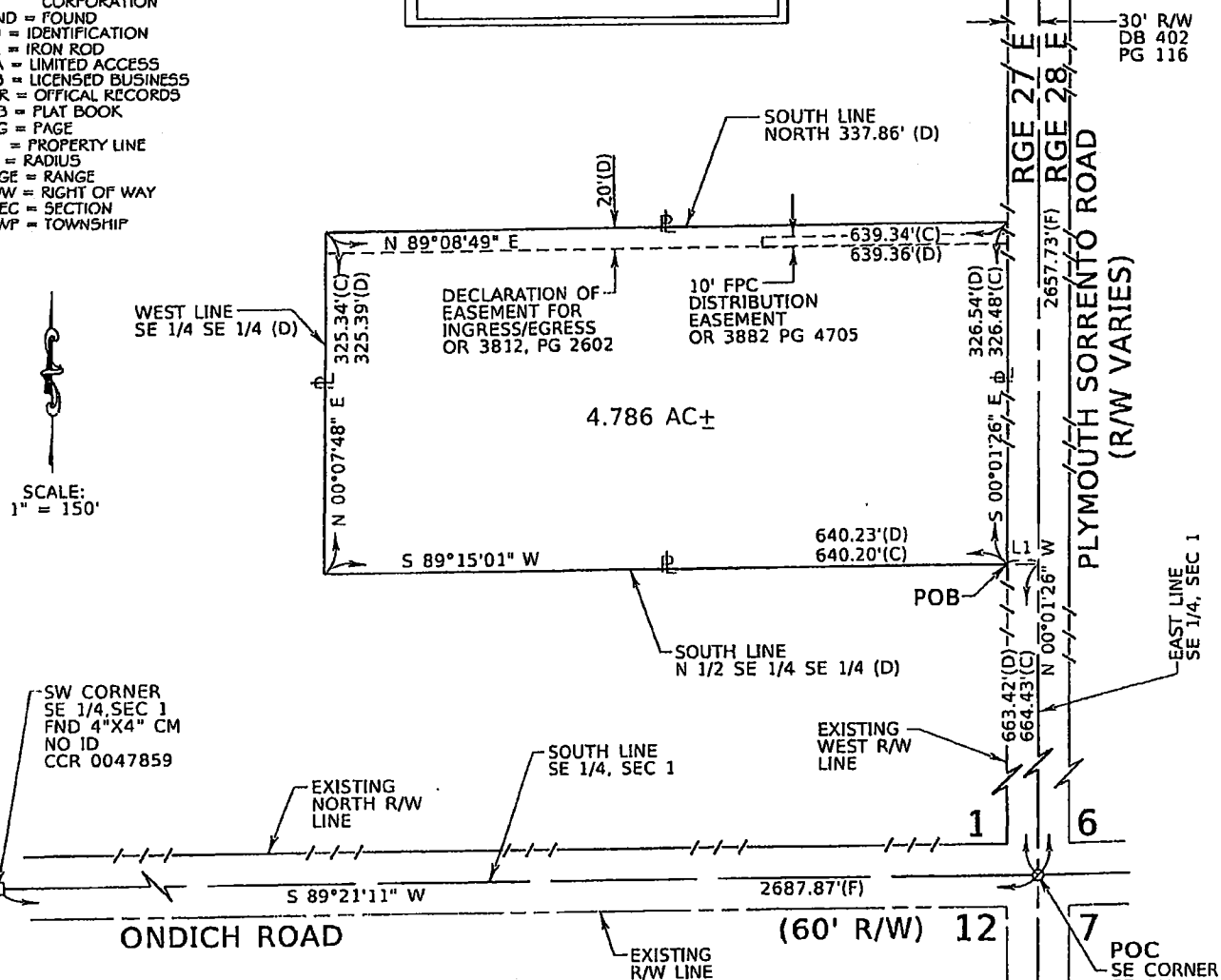
## LEGEND

C = CALCULATED  
 CCR = CERTIFIED CORNER RECORD  
 CM = CONCRETE MONUMENT  
 COR = CORNER  
 D = DEED  
 DB = DEED BOOK  
 F = FIELD  
 FPC = FLORIDA POWER CORPORATION  
 FND = FOUND  
 ID = IDENTIFICATION  
 IR = IRON ROD  
 LA = LIMITED ACCESS  
 LB = LICENSED BUSINESS  
 OR = OFFICIAL RECORDS  
 PB = PLAT BOOK  
 PG = PAGE  
 PL = PROPERTY LINE  
 R = RADIUS  
 RGE = RANGE  
 R/W = RIGHT OF WAY  
 SEC = SECTION  
 TWP = TOWNSHIP

## TOWNSHIP 20 SOUTH RANGE 27 EAST

LINE TABLE		
L1	S 89°15'01" W (C)	30.00'(C)(D)

NE COR SE 1/4  
 FND 1" IR  
 NO ID  
 (IN WELL BOX)  
 CCR 41735



## 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 SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" 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 27, 2012, FILE NO. 2037-2857129 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

POC  
 SE CORNER  
 SE 1/4,  
 SEC 1  
 FND 1/2" IR  
 IN WELLBOX  
 CCR 051475

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

**URS**

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

REVISIONS:

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OCEA PROJECT NO: 429-204

SHEET: 2 OF 2

# Tab D



## MEMORANDUM


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

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

DATE: May 11, 2016

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 304  
Proposed Settlement Including Fees and Costs

CLIENT-MATTER NO.: 19125.0160

A handwritten signature in blue ink, appearing to be "D. Shontz", is written over the right side of the memorandum header.

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee of a negotiated settlement between Jacqueline Gress aka Jacqueline Lewis-Gress and Roy Gress, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 304 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-204.

### DESCRIPTION AND BACKGROUND

Parcel 304 (Part A) is the fee simple acquisition of 1.613 acres and Parcel 304 (Part B) is the fee simple acquisition of 6,119 square feet from a parent tract totaling 19.460 acres located south of the Lake County/Orange County line in Orange County, Florida. The subject property is the homestead of Mr. and Mrs. Gress, and is improved with a single family residence of 1,224 square feet and a 552 square foot barn/accessory building. The Property is zoned A-1, Citrus Rural District, by Orange County, with a future land use of R, Rural/Agricultural, by Orange County (maximum of one dwelling unit per 10 acres). Mr. Carpenter concluded a highest and best use of the property is for continued use as a rural residential/agricultural site.

The CFX's appraisal of the property was prepared by Walter N. Carpenter, Jr., of Pinel & Carpenter, Inc. Mr. Carpenter used five (5) comparable land sales ranging in size from 5.10 acres to 35.04 acres, with prices ranging from \$12,842 to \$28,431 per acre (and \$0.29 to \$0.65 per square foot), to estimate the land value of the Subject Property. Mr. Carpenter opined the land value of the parent tract at \$19,000 per acre.

Mr. Carpenter also used three (3) comparable improved sales ranging in size from 6.06 acres to 20.39 acres, with prices ranging from \$17,165 per acre to \$41,500 per acre (and \$0.39 to

\$0.95 per square foot), to estimate the improved value of the parent tract at \$0.65 per square foot. Thus, Mr. Carpenter opines the value of the part taken at \$19,000 per acre or \$33,326. The depreciated replacement value of the metal gate is \$270, for a total of land and improvements taken of \$33,600.

Due to the proximity of the Wekiva Parkway and the Parkway bridge, Mr. Carpenter opines the remainder will be impacted by 20%, creating damages of \$58,680. Thus the total value of the taking is \$92,540 (\$33,600 land, \$58,680 damages, and \$260 cost to cure).

The Respondents are represented by Rachael Crews of GrayRobinson. Although the Gresses have not finalized their appraisal report, Mrs. Crews retained Rick Dreggors, appraiser, Bill Tipton, Jr., engineer, and Jim Hall, land planner. Based upon the experts' opinions, counsel for the property owner argued other comparable sales indicate land values up to \$51,400 per acre, additional severance damages to the remainder, greater value to the improvements and a cost to cure due to the access road to the property in the after condition.

The parties were able to reach a negotiated settlement in the amount of \$230,000 in full settlement of all claims for compensation by the property owners, plus reduced expert fees of \$15,350, plus statutory attorney's fees of \$45,361.80.

For the above-cited reasons, Right-of-Way counsel requests a recommendation for approval of the negotiated settlement in the amount of \$230,000, plus attorney's fees and costs and experts fees and costs totaling \$60,711.80, which is in the CFX's best interest. Settlement of the underlying claim, and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 304.

### **RECOMMENDATION**

We respectfully request that the Right-of-Way Committee recommend to the CFX Board the approval of the proposed settlement agreement with a total settlement of \$290,711.80 in full settlement of all claims for compensation in the acquisition of Parcel 304, including all statutory attorney's fees and costs and all experts' fees and costs.

### **ATTACHMENTS**

Exhibit "A" – Sketch of the Subject Property  
Exhibit "B" – Photographs of the Subject Property and Area  
Exhibit "C" – Experts Invoices

ORLDOCS 14694296 1

## LEGAL DESCRIPTION

PARCEL 304

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

### PART A

THAT PART OF GOVERNMENT LOT 4 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9131, PAGE 740, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1317.59; THENCE DEPARTING SAID NORTH LINE SOUTH 01°06'18" WEST ALONG THE EAST LINE OF THE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°06'18" WEST ALONG SAID EAST LINE A DISTANCE OF 297.69 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE DEPARTING SAID EAST LINE, FROM A TANGENT BEARING OF NORTH 57°02'41" WEST NORTHWESTERLY 174.39 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3669.72 FEET, A CENTRAL ANGLE OF 02°43'22" AND A CHORD BEARING OF NORTH 58°24'22" WEST TO A POINT OF TANGENCY; THENCE NORTH 59°46'03" WEST, A DISTANCE OF 246.15 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2882, PAGE 1295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°27'14" EAST ALONG SAID EAST LINE, A DISTANCE OF 87.68 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 89°47'27" EAST A DISTANCE OF 298.66 FEET; THENCE SOUTH 59°46'03" EAST A DISTANCE OF 7.99 FEET; THENCE SOUTH 89°47'27" EAST A DISTANCE OF 60.66 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 423 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.613 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

11/6/2014  
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 423	
DESIGNED BY: RJM	DATE: 11/06/14	<b>URS</b> URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		SHEET: 1 OF 4
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		

**EXHIBIT "A"**



## LEGAL DESCRIPTION

PARCEL 304  
PURPOSE: RIGHT OF WAY  
ESTATE: FEE SIMPLE

### PART B

THAT PART OF GOVERNMENT LOT 4 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9131, PAGE 740, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1317.59 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 01°06'18" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE NORTH 89°47'27" WEST A DISTANCE OF 60.66 FEET; THENCE NORTH 59°46'03" WEST A DISTANCE OF 7.99 FEET; THENCE NORTH 89°47'27" WEST A DISTANCE OF 298.66 FEET TO A POINT ON THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2882, PAGE 1295; THENCE NORTH 00°27'14" EAST ALONG SAID EAST LINE A DISTANCE OF 16.00 FEET TO A POINT ON SAID NORTH LINE OF SECTION 1; THENCE DEPARTING SAID EAST LINE SOUTH 89°47'27" EAST ALONG SAID NORTH LINE A DISTANCE OF 366.49 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE DEPARTING SAID NORTH LINE SOUTH 01°06'18" WEST ALONG SAID EAST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6119 SQUARE FEET, MORE OR LESS.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 11/06/14

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

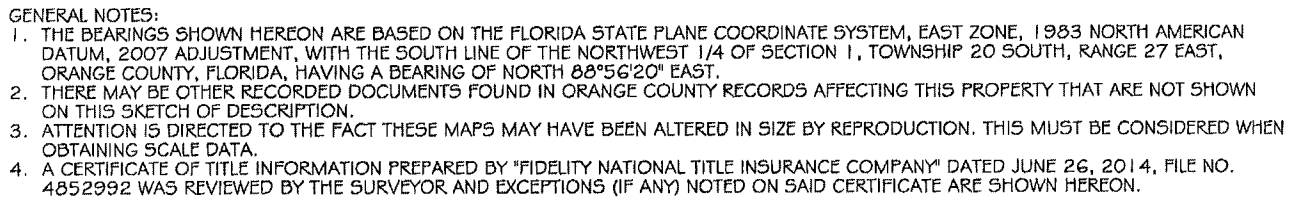
**URS**


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

REVISIONS:

SHEET: 2 OF 4

PARCEL: 304  
PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY			STATE ROAD 429		
DESIGNED BY: RJM	DATE: 11/06/14		 URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:	
DRAWN BY: DJK	JOB NO:				
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 3 OF 4	

PARCEL: 304  
PURPOSE: LIMITED ACCESS RIGHT OF WAY  
§ RIGHT OF WAY

NORTH LINE  
NW 1/4  
SEC 1

35 | 36

2 1 S 89°47'27" E  
951.10'(F)  
951.08'(D)

POC  
NW COR NW 1/4  
FND 6"x6" CM  
NO ID  
CCR 47846

EAST LINE OF LANDS  
DESCRIBED IN  
OR 2882, PG 1295

2762.85'(F)

N 01°36'04" E

### LEGEND

C = CALCULATED  
CCR = CERTIFIED CORNER RECORD  
CM = CONCRETE MONUMENT  
COR = CORNER  
F = FIELD  
FND = FOUND  
FPC = FLORIDA POWER CORPORATION  
ID = IDENTIFICATION  
IR = IRON ROD  
LA = LIMITED ACCESS  
LB = LICENSED BUSINESS  
OR = OFFICIAL RECORDS  
PG = PAGE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PL = PROPERTY LINE  
R = RADIUS  
RGE = RANGE  
RAW = RIGHT OF WAY  
SEC = SECTION  
TWP = TOWNSHIP

15' FPC  
DISTRIBUTION  
EASEMENT  
OR 3261,  
PG 884

20' INGRESS/EGRESS  
EASEMENT  
OR 2882, PG 1302

LAKE COUNTY

2635.18'(F)

ORANGE COUNTY

L-PART B  
6119 SF±

-15' INGRESS/EGRESS  
EASEMENT  
OR 2701, PG 1522  
OR 3031, PG 952  
OR 2882, PG 1295 &  
OR 2895, PG 983

PART A  
1.613 AC±

**POB**  
PART A  
PART B

EAST LINE  
NW 1/4,  
NW 1/4  
SEC 1

WEST  
BOUNDARY  
OF LANDS  
DESCRIBED  
IN OR 4789,  
PG 1882

$$\begin{aligned}\Delta &= 02^{\circ}43'22''(\text{C}) - \\ R &= 3669.72'(\text{C}) \\ L &= 174.39'(\text{C}) \\ \text{CB} &= \text{N}58^{\circ}24'22''\text{W}\end{aligned}$$


TB=N 57°02'41"

SCALE;  
NOT TO SCALE

**TOWNSHIP 20 SOUTH,  
RANGE 27 EAST**

GENERAL NOTES:

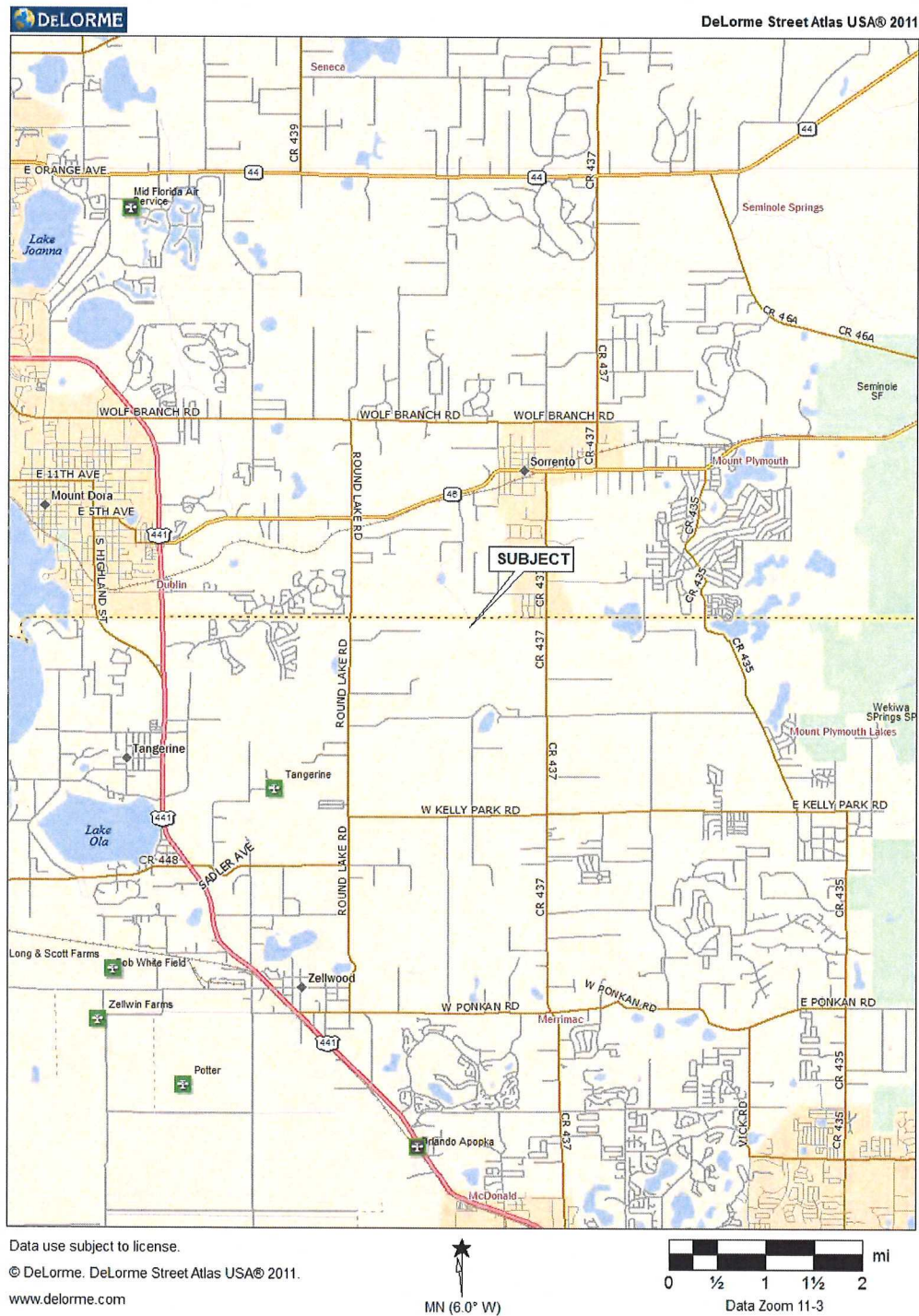
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 88°56'20" EAST.
2. THERE 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 "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 26, 2014, FILE NO. 4852992 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 11/06/14		 URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 4 OF 4

PARCEL NO.: 304  
OWNER: JACQUELINE LEWIS-GRESS AND ROY J. GRESS  
PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-204  
CITY/COUNTY: ORANGE

12

## LOCATION MAP



14-070  
COPYRIGHT 2014, PINEL & CARPENTER, INC.

**EXHIBIT "B"**



PARCEL NO.: 304

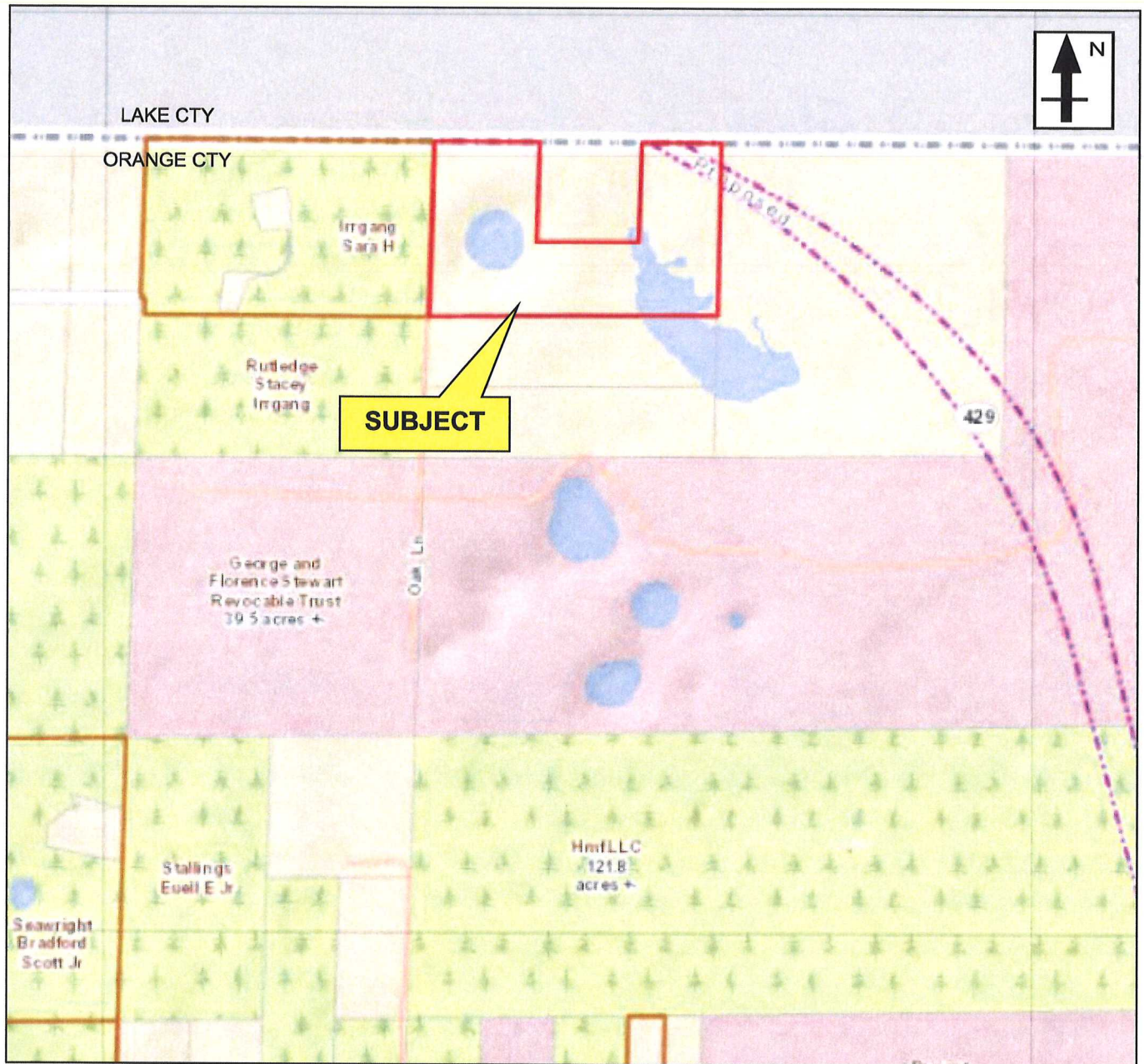
13

OWNER: JACQUELINE LEWIS-GRESS AND ROY J. GRESS

PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-204

CITY/COUNTY: ORANGE

## TAX MAP



*Approximate Representation  
Source: Orange County Property Appraiser*



PARCEL NO.: 304

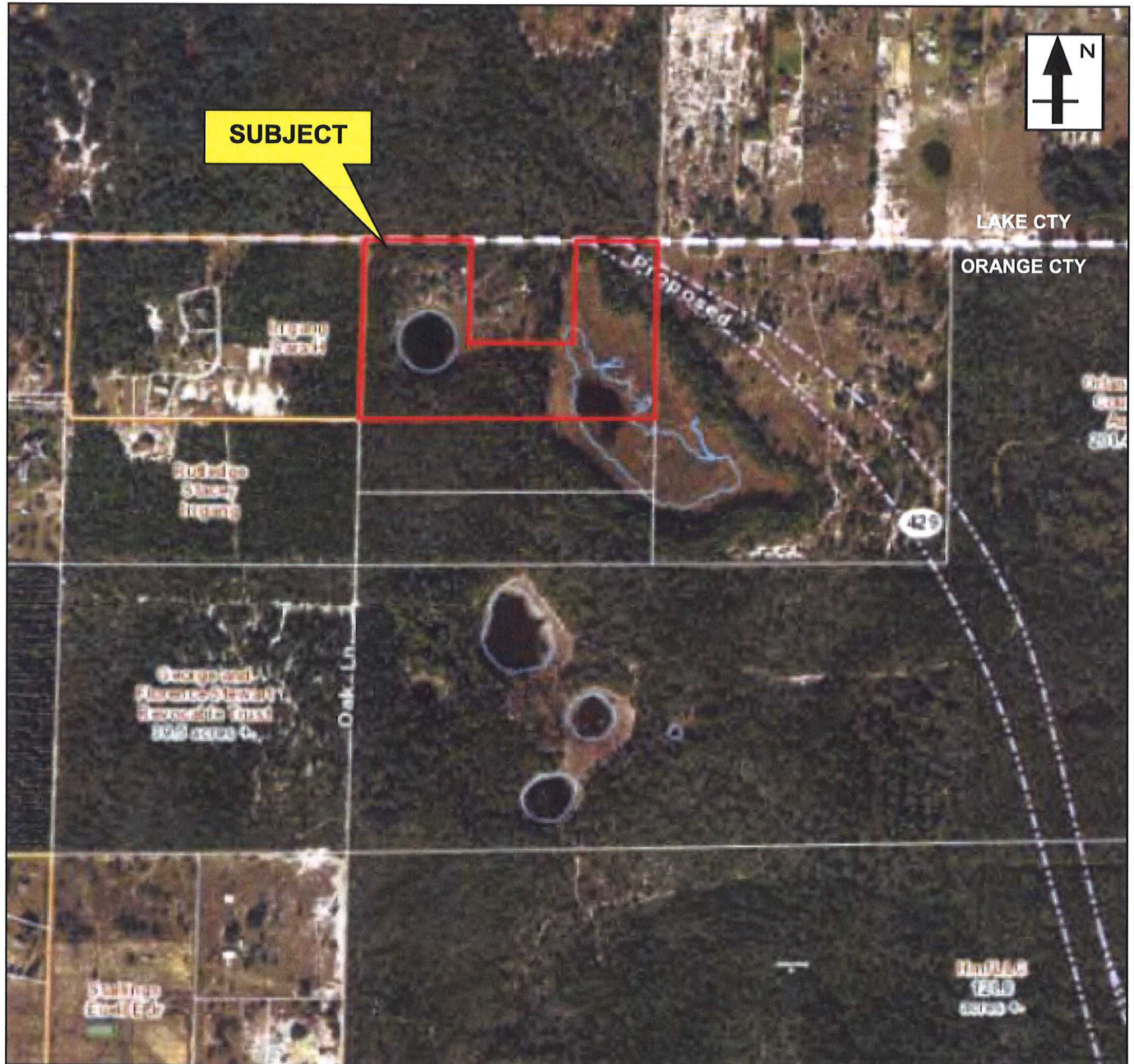
14

OWNER: JACQUELINE LEWIS-GRESS AND ROY J. GRESS

PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-204

CITY/COUNTY: ORANGE

## AERIAL PHOTOGRAPH



*Approximate Representation*  
*Source: Orange County Property Appraiser*



PARCEL NO.: 304

15

OWNER: JACQUELINE LEWIS-GRESS AND ROY J. GRESS

PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-204

CITY/COUNTY: ORANGE

### **SUBJECT PHOTOGRAPHS**

Photos taken 08/08/2014



Access to subject property, looking west along unpaved road.



View of the northeastern access easement, looking north from gate to northern access easement

PARCEL NO.: 304

16

OWNER: JACQUELINE LEWIS-GRESS AND ROY J. GRESS

PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-204

CITY/COUNTY: ORANGE



View of the driveway to the subject residence on the left, unpaved road on the right



View of the subject residence looking at the eastern and northern elevations



PARCEL NO.: 304

17

OWNER: JACQUELINE LEWIS-GRESS AND ROY J. GRESS

PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-204

CITY/COUNTY: ORANGE



View of the northeast corner of the subject residence



View of the western elevation of the subject residence

PARCEL NO.: 304

25

OWNER: JACQUELINE LEWIS-GRESS AND ROY J. GRESS

PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-204

CITY/COUNTY: ORANGE



View southeast of approximate location of taking parcel.



Marker denoting the eastern boundary of the acquisition for right of way as seen from the eastern assess easement at the northern access easement.





# Invoice

Please remit to:

**Vanasse Hangen Brustlin, Inc.**

101 Walnut Street, PO Box 9151 | Watertown, MA 02471

617.924.1770 F 617.924.2286

Kent Hipp, Esq.  
GrayRobinson  
301 E. Pine Street, Suite 1400  
Orlando, FL 32801

Invoice No: **<Draft>**  
February 24, 2016  
VHB Project No: 62245.00

**Invoice Total \$3,071.46**

Professional Planning Services for Eminent Domain Servies - Jacqueline Lewis-Gress & Roy Gress

## Professional Services Thru February 13, 2016

### Professional Personnel

	Hours	Rate	Amount
Principal 1	2.00	250.00	500.00
Technical/Professional 06	.50	125.00	62.50
Technical/Professional 05	19.50	125.00	2,437.50
Totals	22.00		3,000.00
<b>Total Labor</b>			<b>3,000.00</b>

### Reimbursable Expenses

Printing	71.46
<b>Total Reimbursables</b>	<b>71.46 71.46</b>

**Total this Invoice \$3,071.46**

### Billings to Date

	Current	Prior	Total
Labor	3,000.00	0.00	3,000.00
Expense	71.46	0.00	71.46
<b>Totals</b>	<b>3,071.46</b>	<b>0.00</b>	<b>3,071.46</b>



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

**Project Number: 62245.00**

**Period: 201505**

<b>Date</b>	<b>Location</b>	<b>Job Type</b>	<b>User</b>	<b>Total</b>
4/24/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
			<b>Total</b>	<b>\$1.07</b>



## Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301  
Danvers, MA 01923

Project Number: 62245.00

Period: 201506

Date	Location	Job Type	User	Total
5/20/2015	Orlando FL	B/W Laser Printing	katieshannon	\$1.03
5/18/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$2.14
5/20/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$60.72
			<b>Total</b>	<b>\$63.89</b>

**STATEMENT OF WORK ACCOMPLISHED**  
**LEWIS-GRESS ROW, WEKIVA PKWY.**  
**4-465.1**

<u>Invoice No.</u>	<u>Date</u>	<u>Amount</u>
15293	01-10-13	1,350.00
15331	03-07-13	450.00
15714	04-14-15	5,977.50
15738	06-04-15	2,222.43
15752	07-07-15	1,012.50
TOTAL AMOUNT DUE:		11,012.43



## Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 15293

January 10, 2013

Page number 1

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.  
Gray Robinson  
P.O. Box 3068  
Orlando, FL 32802-3068

Professional Services for the period ended December 31, 2012

---

Project 4465:1 Parcel

**Professional Services**

---

Chief Engineer/Planner

Hours	Rate	Amount
6.00	\$225.00	\$1,350.00
Services Total		<u>\$1,350.00</u>
Charges Subtotal		<u>\$1,350.00</u>
<b>Invoice Total</b>		<b><u>\$1,350.00</u></b>





## Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number: 15331**

March 07, 2013

Page number 1

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.  
Gray Robinson  
P.O. Box 3068  
Orlando, FL 32802-3068

Professional Services for the period ended February 28, 2013

Project 4465:1 Parcel

### **Professional Services**

Chief Engineer/Planner

<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
2.00	\$225.00	\$450.00
Services Total		<u>\$450.00</u>
Charges Subtotal		<u>\$450.00</u>
<b>Invoice Total</b>		<b><u>\$450.00</u></b>

<u>Outstanding Invoices</u>	<u>Number</u>	<u>Date</u>	<u>Amount</u>
Invoice	15293	1/10/2013	\$1,350.00
<b>Total Unpaid Invoices</b>			<b><u>\$1,350.00</u></b>
<b>Balance Due</b>			<b><u>\$1,800.00</u></b>



# Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 15714

April 14, 2015

Page number 1

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.  
Gray Robinson  
P.O. Box 3068  
Orlando, FL 32802-3068

Professional Services for the period ended March 31, 2015

Project 4465:1 Parcel

## **Professional Services**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Chief Engineer/Planner	25.50	\$225.00	\$5,737.50
Engineer/Planner/Sr. Analyst	1.50	\$135.00	\$202.50
Services Total			<u>\$5,940.00</u>

## **Reimbursable Expense**

	<b>Amount</b>
Cadd/Computer	<u>\$37.50</u>
Reimbursable Total	<u>\$37.50</u>
Charges Subtotal	<u>\$5,977.50</u>
<b>Invoice Total</b>	<b><u>\$5,977.50</u></b>

<u>Outstanding Invoices</u>	<u>Number</u>	<u>Date</u>	<u>Amount</u>	
Invoice	15293	1/10/2013	\$1,350.00	
Invoice	15331	3/7/2013	\$450.00	
<b>Total Unpaid Invoices</b>				<b><u>\$1,800.00</u></b>
<b>Balance Due</b>				<b><u>\$7,777.50</u></b>



# Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number: 15738**

June 04, 2015

Page number 1

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.  
Gray Robinson  
P.O. Box 3068  
Orlando, FL 32802-3068

Professional Services for the period ended June 30, 2015

Project 4465:1 Parcel

## **Professional Services**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Chief Engineer/Planner	8.00	\$225.00	\$1,800.00
Engineer/Planner/Sr. Analyst	2.50	\$135.00	\$337.50
Services Total			<u>\$2,137.50</u>

## **Reimbursable Expense**

	<b>Amount</b>
Cadd/Computer	\$37.50
Tolls	\$6.43
Personal Car Mileage	\$41.00
Reimbursable Total	<u>\$84.93</u>

Charges Subtotal \$2,222.43

**Invoice Total** **\$2,222.43**

<u>Outstanding Invoices</u>	<u>Number</u>	<u>Date</u>	<u>Amount</u>
Invoice	15293	1/10/2013	\$1,350.00
Invoice	15331	3/7/2013	\$450.00
Invoice	15714	4/14/2015	\$5,977.50

**Total Unpaid Invoices** **\$7,777.50**

**Balance Due** **\$9,999.93**



# Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number: 15752**

July 07, 2015

Page number 1

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.  
Gray Robinson  
P.O. Box 3068  
Orlando, FL 32802-3068

Professional Services for the period ended June 30, 2015

Project 4465:1 Parcel

## Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
4.50	\$225.00	\$1,012.50
Services Total		\$1,012.50
Charges Subtotal		\$1,012.50
<b>Invoice Total</b>		<b>\$1,012.50</b>

Outstanding Invoices	Number	Date	Amount
Invoice	15293	1/10/2013	\$1,350.00
Invoice	15331	3/7/2013	\$450.00
Invoice	15714	4/14/2015	\$5,977.50
Invoice	15738	6/4/2015	\$2,222.43
<b>Total Unpaid Invoices</b>			<b>\$9,999.93</b>
<b>Balance Due</b>			<b>\$11,012.43</b>

**STATEMENT OF WORK ACCOMPLISHED**  
**LEWIS-GRESS ROW, WEKIVA PKWY.**  
**4-465.1**

Invoice No. 15293, January 10, 2013 - \$1,350.00

11/29/12	William E. Tipton, Jr. (WTJ) reviewed plans and information from attorney (1.0 hour)
12/05/12	WTJ downloaded and reviewed additional information from attorney (1.5 hours)
12/17/12	WTJ reviewed information for team meeting (1.0 hour)
12/20/12	WTJ attended team meeting with clients at attorney's office (2.5 hours)

Invoice No. 15331, March 7, 2013 - \$450.00

02/28/13	William E. Tipton, Jr. (WTJ) reviewed additional information from attorney, meeting with Rick Dreggors regarding title work and survey update needed per title work (2.0 hours)
----------	---

Invoice No. 15714, April 14, 2015 - \$5,977.50

05/01/14	William E. Tipton, Jr. (WTJ) reviewed plans to determine height of road above remainder parcel for attorney (0.5 hours)
03/11-12/15	WTJ reviewed plans and appraisal from the Central Florida Expressway (6.0 hours)
03/20/15	WTJ reviewed plans to evaluate after access for team meeting (3.0 hours)
03/23/15	WTJ reviewed plans and addressed client's questions for team meeting, attended team meeting at attorney's office (5.0 hours)
03/25-27/15	WTJ worked on draft letter report and drawings, evaluated after access based upon owner's concerns (9.0 hours)
03/26/15	Daniel N. Tipton (DNT) created Autoturn runs for the vehicles requested by the owner on the plan sheet for the new access road (1.5 hours)
03/31/15	WTJ continued work on draft letter report and drawings (2.0 hours)

Invoice No. 15738, June 4, 2015 - \$2,222.43

04/09/15	Daniel N. Tipton (DNT) created additional Auto-turn runs for additional vehicles, revised vehicles to align with existing remaining roadway (2.5 hours)
04/13/15	William E. Tipton, Jr. (WTJ) attended site meeting with Rick Dreggors (4.0 hours)
05/18/15	WTJ prepared and sent summary email of engineering and cure issues to project team (2.0 hours)
05/20/15	WTJ attended team meeting at attorney's office (2.0 hour)



**STATEMENT OF WORK ACCOMPLISHED**  
**LEWIS-GRESS ROW, WEKIVA PKWY.**  
**4-465.1**

Invoice No. 15752, July 7, 2015 - \$1,012.50

06/01/15	William E. Tipton, Jr. (WTJ) worked on Access Road 1 cure plan for stipulated Order of Taking (1.0 hour)
06/03/15	WTJ reviewed 100% plans provided by Central Florida Expressway attorney, corresponded with client's attorney, prepared Access road 1 cure plan based upon new 100% plans for Central Florida Expressway (3.5 hours)

# Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

**PREPARED FOR MEDIATION**

January 8, 2016

Kent L. Hipp Esq.  
c/o GrayRobinson, P.A.  
301 E. Pine Street, Suite 1400  
Orlando, FL 32803

**RE: Owner: Lewis-Gress**  
**Project: Wekiva Parkway**  
**Parcel No.: 304**  
**County: Orange**

## INVOICE

Inspect subject property, meeting with owners and experts, review access and land size areas for the subject property, review titlework regarding same, conferences with owner's representative regarding highest and best use of the property before the taking, research/analysis of land sales, research/analysis of improved home sales, analysis of sales, meeting with experts and owner's representative to review our findings, review information regarding access easement for the Parkway contractor, analysis and review of the value of an easement, conference with owner's representative to review.

Abrams Schmidt:	22.25 Hrs. x \$175/Hr. =	\$3,894
Dreggors:	22.00 Hrs. x \$275/Hr. =	<u>6,050</u>
<b>Total</b>		<b>\$9,944</b>

Thank you,

Richard C. Dreggors, GAA  
President

RCD/ddp

**728 West Smith Street • Orlando, Florida 32804**  
**Tel (407) 835-3395 • Fax (407) 835-3393**

<b>OWNER</b>	<b>LEWIS-GRESS</b>	<b>COURTNEY ABRAMS SCHMIDT</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>304</b>	
<b>COUNTY</b>	<b>ORANGE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
03/13/15	REVIEW OF FILE/SUBJECT DATA; REVIEW/ANALYSIS OF CONDEMNOR APPRAISAL; ANALYSIS OF CARPENTER SALES.	3.50
03/24/15	REVIEW NOTES FROM MEETING; REVIEW MAP SHOWING ACCESS.	1.25
04/10/15	PREPARE FOR SITE INSPECTION.	0.50
04/13/15	PREPARE FOR SITE INSPECTION; INSPECTED SUBJECT PROPERTY AND MET WITH OWNERS.	1.75
05/15/15	RESEARCH LAND SALES.	2.25
05/18/15	RESEARCH/ANALYSIS OF SALES; CONFERENCE CALL WITH ENGINEER; ANALYSIS OF DAMAGES; REVIEW OF ENGINEER'S ANALYSIS; PREPARE FOR MEETING WITH CLIENTS.	4.75
05/19/15	ANALYSIS OF SALES; RAN PRELIMINARY NUMBERS; ANALYSIS OF DAMAGES; CONFERENCE WITH RICK TO PREPARE FOR MEETING; PREPARE EXHIBITS FOR MEETING.	3.50
05/20/15	PREPARE FOR MEETING; MEETING WITH EXPERTS AND OWNERS.	3.00
09/03/15	PREPARE EXHIBITS FOR OWNER'S REPRESENTATIVE; MEETING WITH RICK TO REVIEW.	<u>1.75</u>
	<b>TOTAL HOURS</b>	<b>22.25</b>

<b>OWNER</b>	<b>LEWIS-GRESS</b>	<b>RICHARD C. DREGGORS, GAA</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>304</b>	
<b>COUNTY</b>	<b>ORANGE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
11/27/12	REVIEW INFORMATION ON THE SUBJECT PARCEL; CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.75
12/20/12	PREPARE FOR AND MEET WITH OWNER AND EXPERTS TO BECOME FAMILIAR WITH FAMILY OWNERSHIPS/USES AND REVIEW TAKING.	1.25
01/02/13	REVIEW SURVEY FOR SUBJECT.	0.50
01/03/13	REVIEW EASEMENTS PROVIDED BY OWNER REGARDING ACCESS.	1.25
01/24/13	REVIEW ADDITIONAL TITLEWORK REGARDING ACCESS; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.00
02/28/13	MEETING WITH ENGINEER; CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW SURVEYS AND EASEMENTS.	1.00
04/21/14	CONFERENCE WITH OWNER'S REPRESENTATIVE TO DISCUSS PRELIMINARY OPINIONS ON HIGHEST AND BEST USE OF THE SUBJECT PARCEL.	0.75
04/22/14	REVIEW INFORMATION ON THE SUBJECT PARCEL FROM OWNER'S REPRESENTATIVE.	0.25
03/09/15	REVIEW AND CONFERENCE WITH OWNER'S REPRESENTATIVE TO PREPARE FOR MEETING.	1.25
03/23/15	REVIEW CFX APPRAISAL; PREPARE FOR AND MEET WITH OWNERS TO REVIEW VALUATION ISSUES AND SCOPE OF WORK.	3.75
04/13/15	PREPARE FOR AND INSPECT SUBJECT; MEET WITH OWNERS TO DISCUSS TAKING.	1.50
05/15/15	REVIEW INFORMATION TO PREPARE FOR MEETING; MEETING WITH ASSOCIATE TO PREPARE FOR MEETING.	1.50
05/20/15	PREPARE FOR AND MEET WITH OWNERS TO REVIEW OUR PRELIMINARY FINDINGS.	4.25

<b>OWNER</b>	<b>LEWIS-GRESS</b>	<b>RICHARD C. DREGGORS, GAA</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>304</b>	
<b>COUNTY</b>	<b>ORANGE</b>	

<i><b>DATE</b></i>	<i><b>TYPE OF SERVICE</b></i>	<i><b>HOURS</b></i>
09/03/15	PREPARE AND REVIEW ADDITIONAL DOCUMENTS FOR CFX.	0.75
12/04/15	REVIEW INFORMATION ON THE ACCESS EASEMENT NEEDED BY CFX CONTRACTOR.	0.50
12/08/15	REVIEW INFORMATION WE HAVE RECEIVED FROM CFX; CONFERENCE WITH ENGINEER; ANALYSIS OF TWO YEAR TCE VALUES FOR HAUL ROAD; CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW.	<u>1.75</u>
	<b><i>TOTAL HOURS</i></b>	<b>22.00</b>



# Tab E



## MEMORANDUM

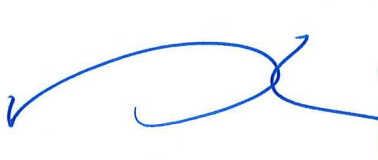
TO: Central Florida Expressway Authority  
Right-of-Way Committee Members

CLIENT-MATTER NO.: 19125.0182

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

DATE: May 11, 2016

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 305  
Proposed Settlement Including Fees and Costs

A handwritten signature in blue ink, appearing to be "D. Shontz", is written over the "FROM" and "DATE" lines.

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee of a negotiated settlement between Thomas Lewis, (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 305 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-204.

### DESCRIPTION AND BACKGROUND

Parcel 305 (Part A) is the fee simple acquisition of 1,548 square feet, more or less, and Parcel 305 (Part B) is the fee simple acquisition of 0.213 acres from a parent tract totaling 5.019 acres located south of the Lake County/Orange County line in Orange County, Florida. The subject is the homestead of Mr. Lewis, and is improved with a two-story 2,344 square foot single family residence. The property is zoned A-1, Citrus Rural District, by Orange County, with a future land use designation of R, Rural/Agricultural.

The CFX's appraisal of the property was prepared by Chad Durrance, of Durrance & Associates. Mr. Durrance opined the highest and best use of the property is for continued use of the existing residential improvements. Mr. Durrance used eight (8) comparable land sales ranging in size from 2.81 acres to 10.82 acres, with prices ranging from \$24,000 to \$29,300 per acre to arrive at an estimate of the land value of the Subject Property of \$25,000 per acre.

Mr. Durrance also used four (4) comparable improved sales ranging in size from 2.40 acres to 5.12 acres, with prices ranging from \$217,000 to \$295,000 (and \$94 to \$114 per square foot of living area), to estimate the improved value of the parent tract at \$125,000 land value and \$134,500 improvements for a total of \$260,000. Thus, Mr. Durrance opines the value of the part

taken of 0.249 acres at \$25,000 per acre or \$6,200, and the improvements at \$1,500, for a total of land and improvements taken of \$7,700.

The remainder home will be 310 feet from the Wekiva Parkway right-of-way, and adjacent to the Parkway bridge. Due to the proximity of the expressway, Mr. Durrance opines the remainder will be damaged by 28.6%. Thus, Mr. Durrance opines the market value of the subject taking to be \$82,700, consisting of \$6,200 for land, \$1,500 for improvements, and \$75,000 for damages to the remainder.

Mr. Lewis is represented by Rachael Crews, of GrayRobinson. Although Mr. Lewis has not completed his appraisal report, Mrs. Crews retained Rick Dreggors for the appraisal, Bill Tipton, Jr., for engineering, and Jim Hall for land planning. Based upon the experts' input, Mrs. Crews argued other comparable sales indicate land values up to \$50,000 per acre, additional severance damages to the remainder, greater value to the improvements and a cost to cure due to the access road to the property in the after condition.

The parties were able to reach a negotiated settlement in the amount of \$135,000 in full settlement of all claims for compensation by the property owners, plus reduced expert fees of \$12,600, plus statutory attorney's fees of \$17,259.

For the above-cited reasons, Right-of-Way counsel requests a recommendation for approval of the negotiated settlement in the amount of \$135,000, plus attorney's fees and costs and experts fees and costs totaling \$29,859, which is in the CFX's best interest. Settlement of the underlying claim, and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 305.

### **RECOMMENDATION**

We respectfully request that the Right-of-Way Committee recommend to the CFX Board the approval of the proposed settlement agreement with a total settlement of \$164,859 in full settlement of all claims for compensation in the acquisition of Parcel 305, including all statutory attorney's fees and costs and all experts' fees and costs.

### **ATTACHMENTS**

Exhibit "A" – Sketch of the Subject Property  
Exhibit "B" – Photographs of the Subject Property and Area  
Exhibit "C" – Experts Invoices

ORLDOCS 14694334 1

## LEGAL DESCRIPTION

PARCEL 305

PURPOSE: LIMITED ACCESS RIGHT OF WAY  
ESTATE: FEE SIMPLE

### PART A

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1,  
TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING  
THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5923, PAGE 4943,  
PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION  
1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO  
IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE  
NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 951.10 FEET TO A POINT  
ON THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK  
2882, PAGE 1295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;  
THENCE DEPARTING SAID NORTH LINE SOUTH 00°27'14" WEST ALONG SAID  
BOUNDARY LINE A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUE SOUTH 00°27'14" WEST ALONG SAID BOUNDARY LINE, A  
DISTANCE OF 87.68 FEET; THENCE DEPARTING SAID BOUNDARY LINE NORTH  
59°46'03" WEST A DISTANCE OF 34.86 FEET; THENCE NORTH 30°13'57" EAST  
A DISTANCE OF 31.00 FEET; THENCE NORTH 14°46'03" WEST A DISTANCE OF  
21.21 FEET; THENCE NORTH 30°13'57" EAST A DISTANCE OF 26.46 FEET;  
THENCE SOUTH 89°47'27" EAST A DISTANCE OF 7.29 FEET TO THE POINT OF  
BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO,  
FROM OR ACROSS ANY STATE ROAD 453 RIGHT OF WAY PROPERTY WHICH MAY  
OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1548 SQUARE FEET, 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, PGM NO. 5623

10/28/2014  
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 10/28/14

**URS**

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

REVISIONS:

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

SHEET: 1 OF 4

**EXHIBIT "A"**

## LEGAL DESCRIPTION

PARCEL 305

PURPOSE: RIGHT OF WAY

ESTATE: FEE SIMPLE

### PART B

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5923, PAGE 4943, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 951.10 FEET TO A POINT ON THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2882, PAGE 1295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE SOUTH 00°27'14" WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID BOUNDARY LINE NORTH 89°47'27" WEST A DISTANCE OF 7.29 FEET; THENCE SOUTH 30°13'57" WEST A DISTANCE OF 26.46 FEET; THENCE SOUTH 14°46'03" EAST A DISTANCE OF 21.21 FEET; THENCE SOUTH 30°13'57" WEST A DISTANCE OF 31.00 FEET; THENCE NORTH 64°38'25" WEST A DISTANCE OF 202.92 FEET TO SAID NORTH LINE; THENCE SOUTH 89°47'27" EAST ALONG SAID NORTH LINE A DISTANCE OF 214.30 FEET TO SAID BOUNDARY LINE; THENCE SOUTH 00°27'14" WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9261 SQUARE FEET, MORE OR LESS.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 10/28/14

**URS**

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

REVISIONS:

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

SHEET: 2 OF 4



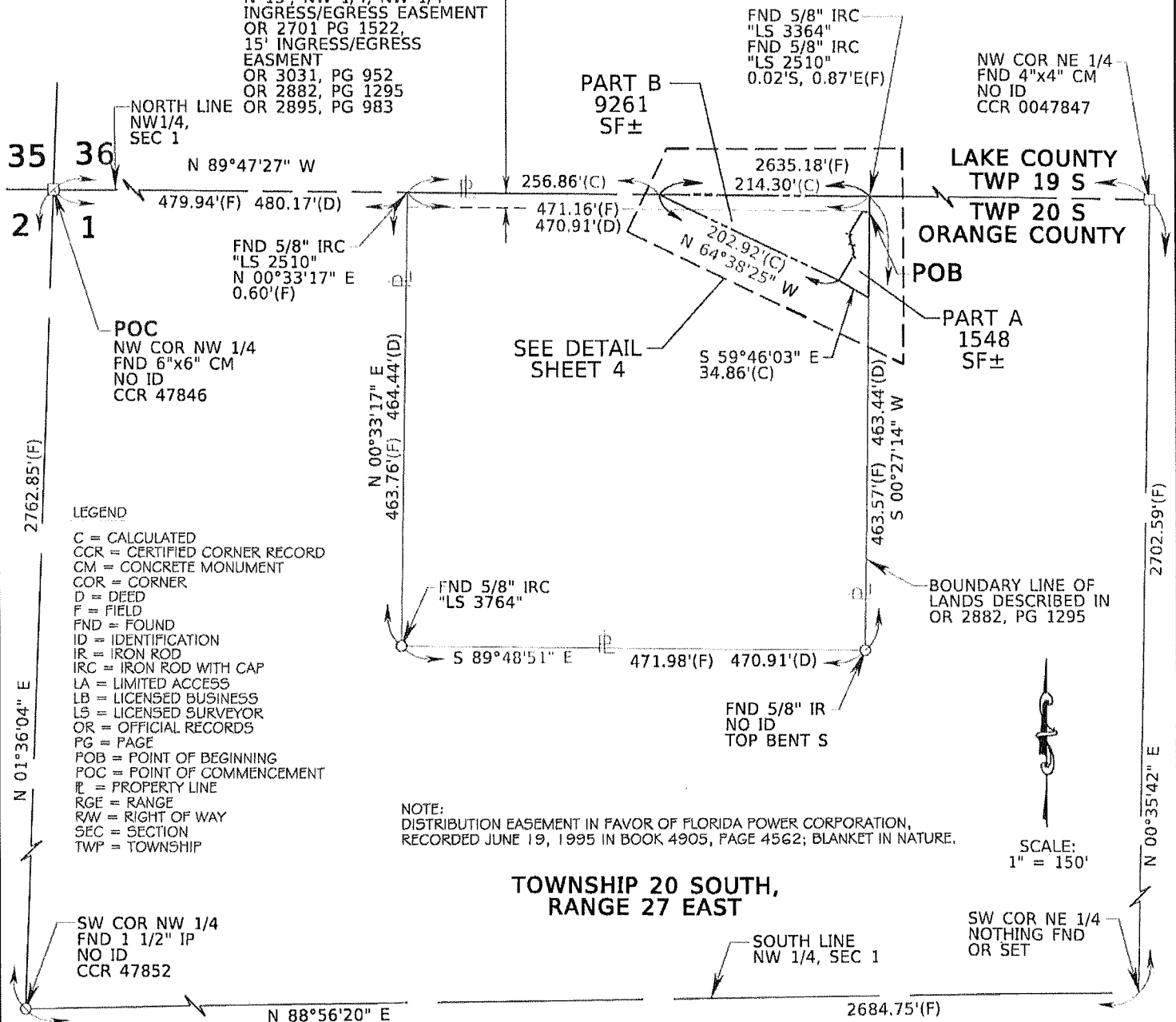
# SKETCH OF DESCRIPTION

PARCEL: 305

PURPOSE: LIMITED ACCESS RIGHT OF WAY  
 & RIGHT OF WAY

ESTATE: FEE SIMPLE

N 15', NW 1/4, NW 1/4  
 FPC DISTRIBUTION EASEMENT  
 OR 3261 PG 884  
 N 15', NW 1/4, NW 1/4  
 INGRESS/EGRESS EASEMENT  
 OR 2701 PG 1522,  
 15' INGRESS/EGRESS  
 EASEMENT  
 OR 3031, PG 952  
 OR 2882, PG 1295  
 OR 2895, PG 983



## 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 SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 88°56'20" EAST.
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 "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 26, 2014, FILE NO. 4653006 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 10/28/14

**URS**

URS CORPORATION  
 315 E. ROBINSON STREET  
 SUITE 245  
 ORLANDO, FL 32601-1949  
 PH (407) 422-0353  
 LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OCEA PROJECT NO: 429-204

SHEET: 3 OF 4

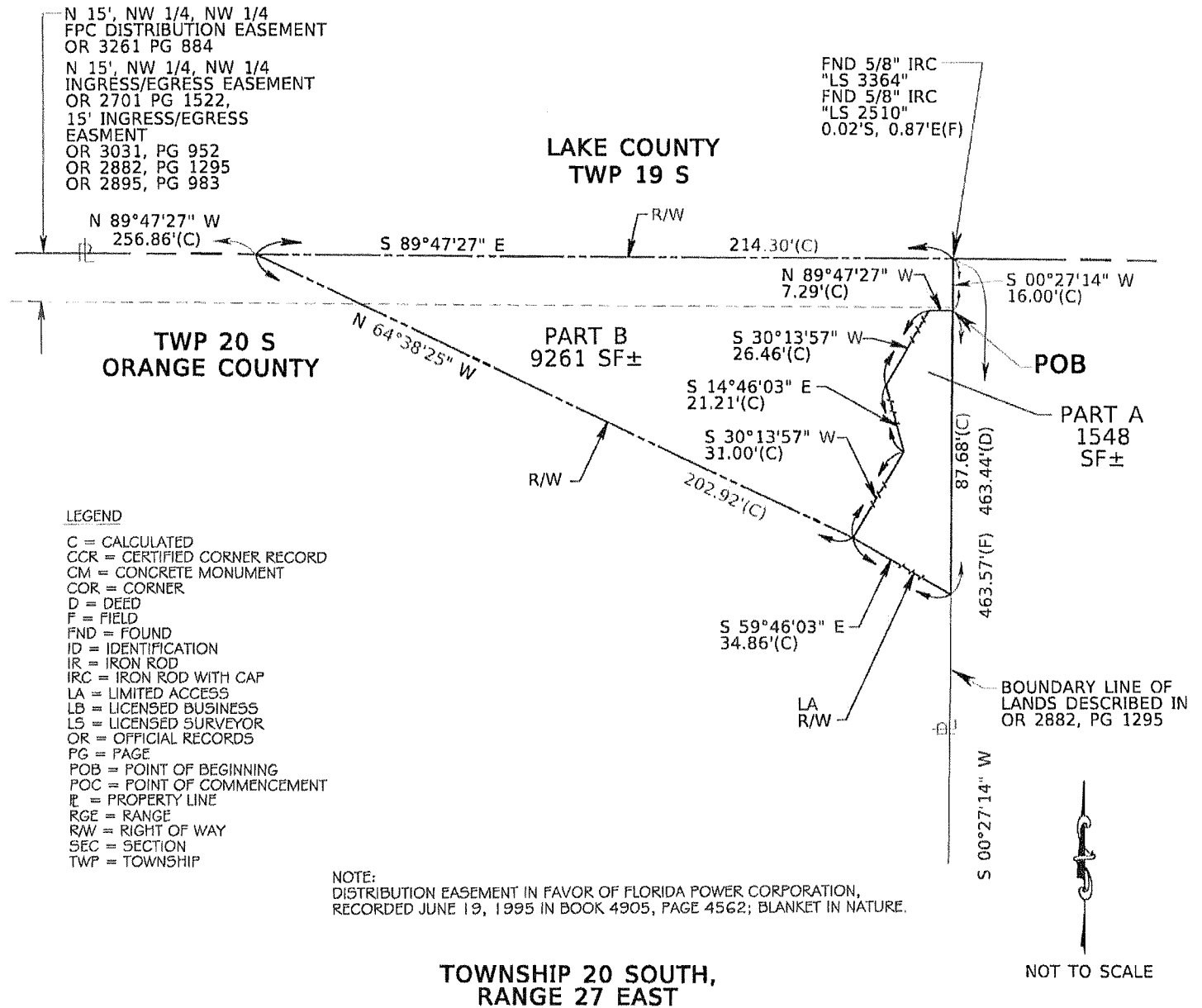
# SKETCH OF DESCRIPTION

PARCEL: 305

PURPOSE: LIMITED ACCESS RIGHT OF WAY

± RIGHT OF WAY

ESTATE: FEE SIMPLE



## 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 SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 88°56'20" EAST.
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 "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 26, 2014, FILE NO. 4853006 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 10/28/14

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

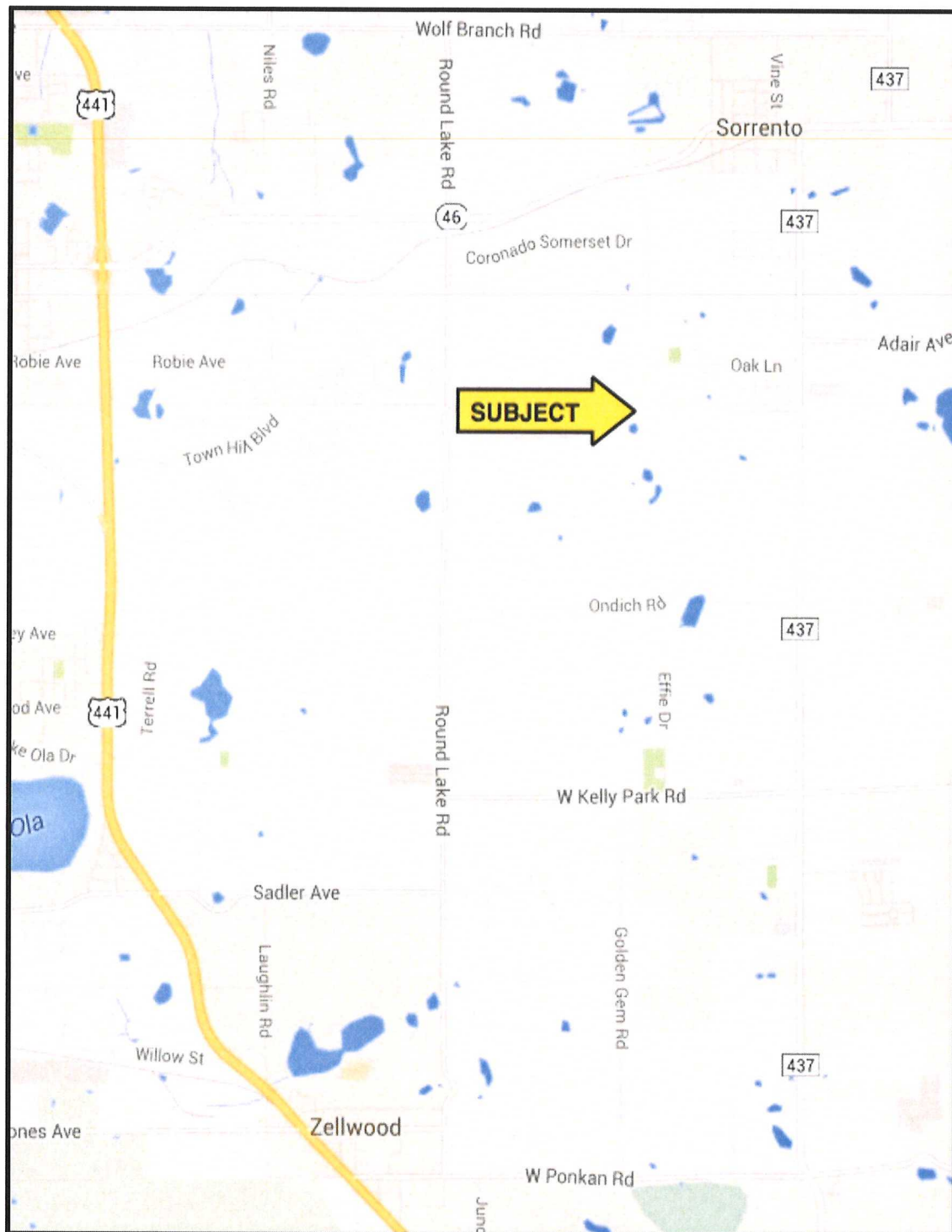
OCEA PROJECT NO: 429-204

**URS**

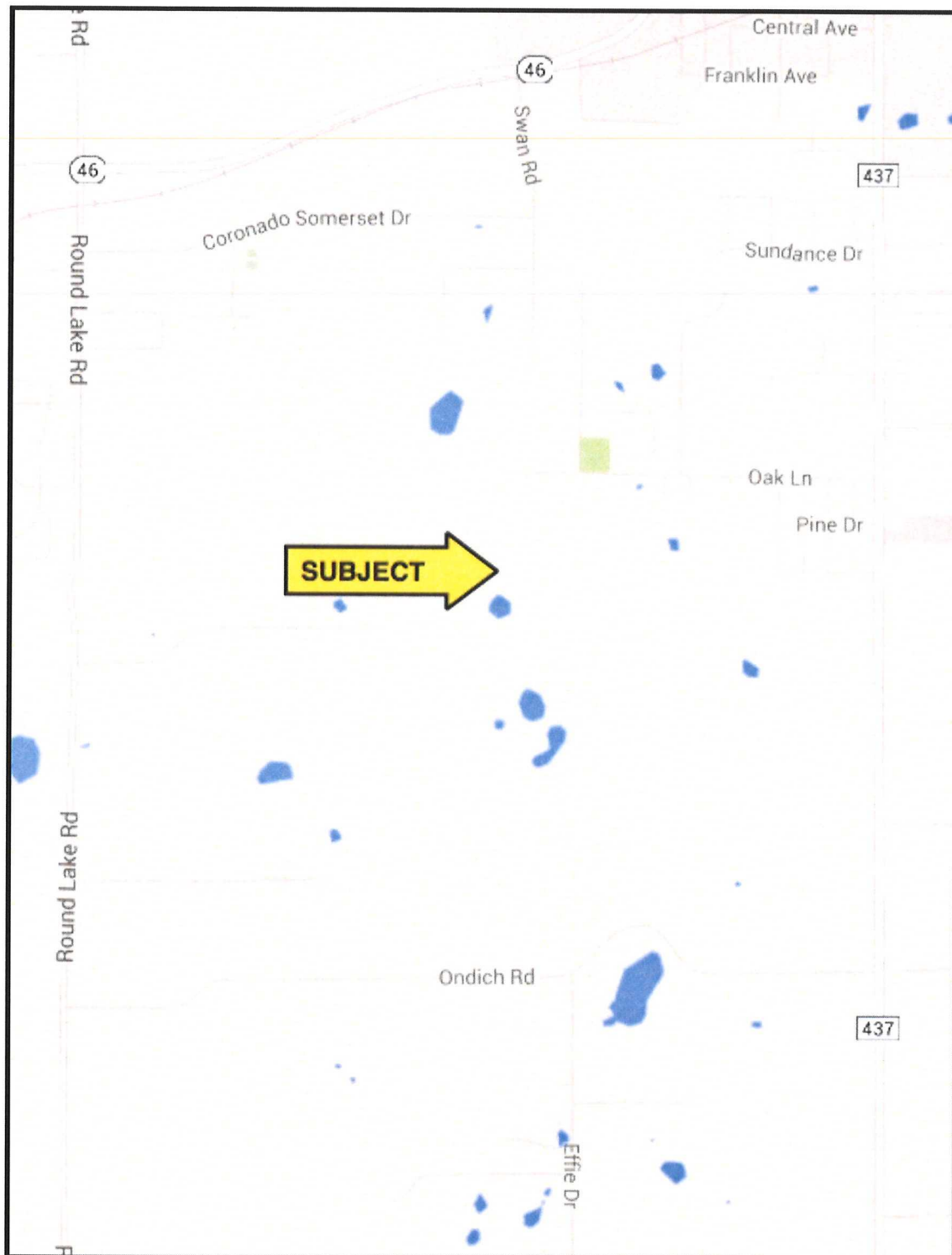
URS CORPORATION  
315 E. ROBINSON STREET  
SUITE 245  
ORLANDO, FL 32801-1949  
PH (407) 422-0353  
LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 4 OF 4



## **LOCATION MAP**



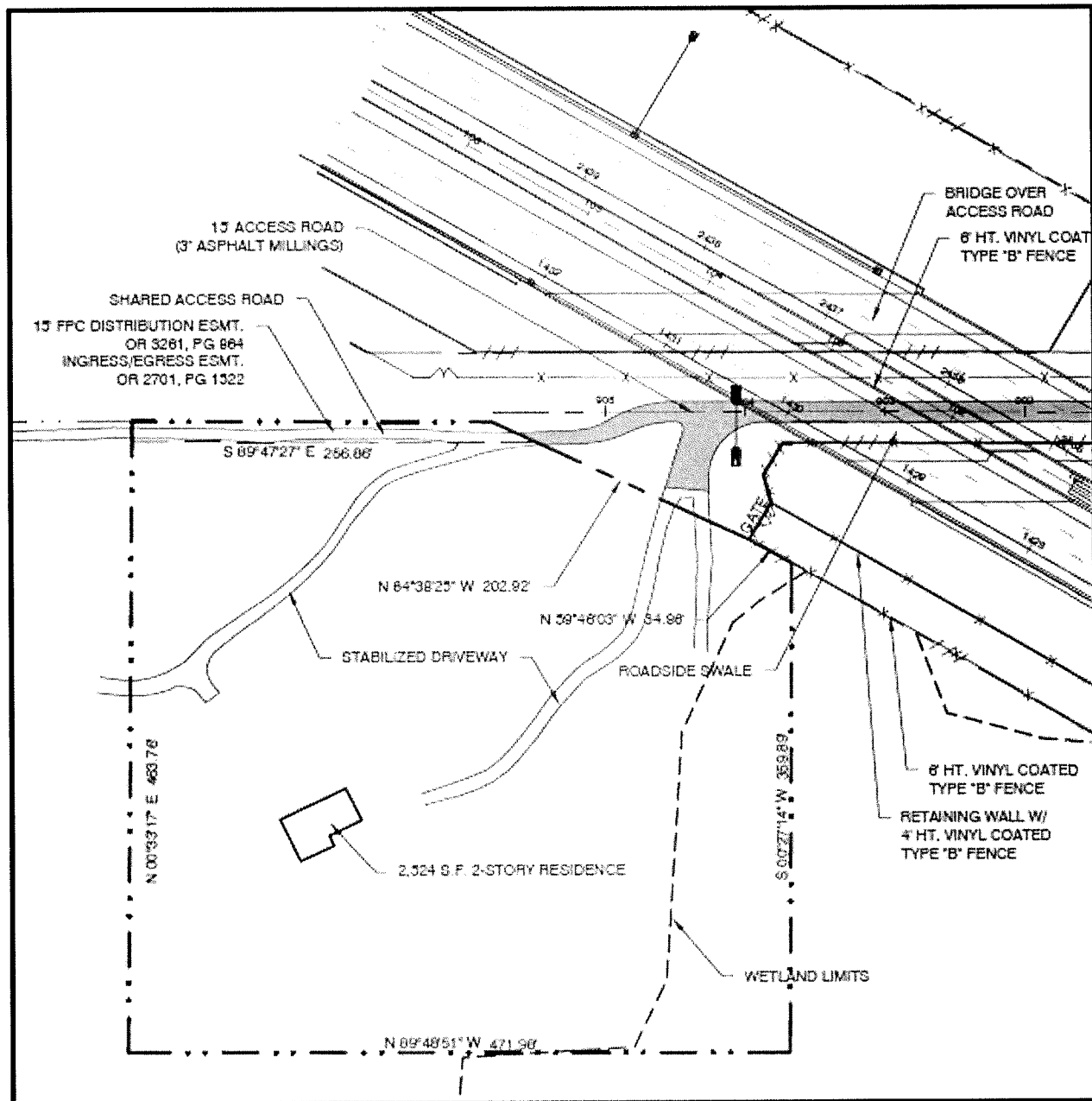
**LOCATION MAP**





***BIRD'S EYE VIEW***





State Road 429 (Wekiva Parkway), within this section, will be constructed as a six-lane divided limited-access highway. The construction plans show the proposed roadway will be constructed with depressed center medians utilized for stormwater storage. The proposed roadway will have an open drainage system consisting of roadside swales that will direct stormwater runoff from the roadway to ditch bottom inlets and convey it to drainage retention areas, constructed with the roadway project, that will treat and attenuate stormwater prior to discharging.

This section of the roadway project includes an interchange with Ramp K that will connect the Wekiva Parkway to State Road 46 in Lake County. The construction plans show an elevated bridge will be constructed adjacent to the remainder to maintain access from the public right-of-way. The bridge will have a minimum span of 67 feet and a minimum vertical clearance of 16.5 feet over the access road. The proposed access road alignment will be located 21 feet



Northerly view of the single-family home. (Photo #1)



View of the stabilized driveway connection. (Photo #2)

# Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

February 24, 2016

Kent L. Hipp Esq.  
c/o GrayRobinson, P.A.  
301 E. Pine Street, Suite 1400  
Orlando, FL 32803

**RE:   Owner:       Lewis**  
**Project:       Wekiva Parkway**  
**Parcel No.:   305A & B**  
**County:       Orange**

## INVOICE

Meeting with owner and experts, review taking, review easements and titlework for subject, review valuation issues, inspect subject property, review subject plans and documents.

Researcher:	2.50 Hrs. x \$ 75/Hr. =	\$ 187
Abrams:	20.50 Hrs. x \$175/Hr. =	3,586
Dreggors:	10.75 Hrs. x \$275/Hr. =	<u>2,957</u>
<b>Total</b>		<b>\$6,730</b>

Thank you,

Richard C. Dreggors, GAA  
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804  
Tel (407) 835-3395 • Fax (407) 835-3393

EXHIBIT "C"

<b>OWNER</b>	<b>LEWIS</b>	<b>RESEARCHER</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>305A &amp; B</b>	
<b>COUNTY</b>	<b>ORANGE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
09/20/13	RESEARCH COMPARABLE SALES.	0.75
09/23/13	CONTINUE RESEARCH OF COMPARABLE SALES.	1.25
09/24/13	CONTINUE RESEARCH OF COMPARABLE SALES.	<u>0.50</u>
	<b>TOTAL HOURS</b>	<b>2.50</b>

<b>OWNER</b>	<b>LEWIS</b>	<b>COURTNEY ABRAMS</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>	<b>305A &amp; B</b>	
<b>COUNTY</b>	<b>ORANGE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
03/13/15	REVIEW OF FILE/SUBJECT DATA; REVIEW/ANALYSIS OF DURRANCE'S APPRAISAL/SALES.	3.00
04/10/15	PREPARE FOR SITE INSPECTION.	0.50
04/13/15	PREPARE FOR SITE INSPECTION; INSPECTED SUBJECT PROPERTY AND MET WITH OWNERS.	1.75
05/15/15	RESEARCH LAND SALES	3.75
05/18/15	RESEARCH/ANALYSIS OF SALES; CONFERENCE CALL WITH ENGINEER; ANALYSIS OF DAMAGES; REVIEW OF ENGINEER'S ANALYSIS.	4.00
05/19/15	ANALYSIS OF SALES; CONFERENCE WITH RICK TO PREPARE FOR MEETING; RAN PRELIMINARY NUMBERS; PREPARED EXHIBITS FOR MEETING.	3.75
05/20/15	PREPARE FOR MEETING; MEETING WITH EXPERTS AND OWNERS.	2.75
09/03/15	PREPARE EXHIBITS FOR OWNER'S REPRESENTATIVE; MEETING WITH RICK TO REVIEW EXHIBITS.	<u>1.00</u>
	<b>TOTAL HOURS</b>	<b>20.50</b>



<b>OWNER</b>	<b>LEWIS</b>	<b>RICHARD C. DREGGORS, GAA</b>
<b>PROJECT</b>	<b>WEKIVA PARKWAY</b>	
<b>PARCEL(S)</b>		
<b>COUNTY</b>	<b>ORANGE</b>	

<b>DATE</b>	<b>TYPE OF SERVICE</b>	<b>HOURS</b>
12/21/12	PREPARE FOR AND MEET WITH OWNER AND EXPERTS TO BECOME FAMILIAR WITH FAMILY OWNERSHIPS/USES AND REVIEW TAKING.	1.50
01/07/13	REVIEW EASEMENTS FOR SUBJECT REGARDING ACCESS.	0.25
01/24/13	REVIEW TITLEWORK REGARDING ACCESS; CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.75
03/23/15	PREPARE FOR AND MEET WITH OWNERS TO REVIEW VALUATION ISSUES AND SCOPE OF WORK.	0.75
04/13/15	PREPARE FOR AND INSPECT SUBJECT; MEET WITH OWNERS TO DISCUSS TAKING.	1.75
05/19/15	REVIEW INFORMATION TO PREPARE FOR MEETING; MEETING WITH ASSOCIATE TO PREPARE FOR MEETING.	1.25
05/20/15	PREPARE FOR AND MEET WITH OWNERS TO REVIEW OUR PRELIMINARY FINDINGS.	4.00
07/30/15	REVIEW SUBJECT PLANS AND OTHER DOCUMENTS.	<u>0.50</u>
	<b>TOTAL HOURS</b>	<b>10.75</b>



# Invoice

Please remit to:

**Vanasse Hangen Brustlin, Inc.**

101 Walnut Street, PO Box 9151 | Watertown, MA 02471

617.924.1770 F 617.924.2286

Kent Hipp, Esq.  
GrayRobinson  
301 E. Pine Street, Suite 1400  
Orlando, FL 32801

Invoice No: <Draft>  
February 24, 2016  
VHB Project No: 62337.00

<b>Invoice Total</b>	<b>\$319.53</b>
----------------------	-----------------

Professional Planning Services for Lewis Property

**Professional Services Thru February 13, 2016**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Principal 1	1.00	250.00	250.00	
Technical/Professional 06	.50	125.00	62.50	
Totals	1.50		312.50	
<b>Total Labor</b>				<b>312.50</b>

**Reimbursable Expenses**

Printing			7.03	
<b>Total Reimbursables</b>			<b>7.03</b>	<b>7.03</b>

<b>Total this Invoice</b>	<b>\$319.53</b>
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**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	312.50	0.00	312.50
Expense	7.03	0.00	7.03
<b>Totals</b>	<b>319.53</b>	<b>0.00</b>	<b>319.53</b>



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

**Project Number: 62337.00**

**Period: 201508**

<b>Date</b>	<b>Location</b>	<b>Job Type</b>	<b>User</b>	<b>Total</b>
7/1/2015	Orlando FL	Large Format Bond Plot (SQ FT)	PSalazar	\$6.39
			<b>Total</b>	<b>\$6.39</b>

**STATEMENT OF WORK ACCOMPLISHED**  
**LEWIS-GRESS ROW, WEKIVA PKWY.**  
**4-465.1**

<u>Invoice No.</u>	<u>Date</u>	<u>Amount</u>
15293	01-10-13	1,350.00
15331	03-07-13	450.00
15714	04-14-15	5,977.50
15738	06-04-15	2,222.43
15752	07-07-15	1,012.50
TOTAL AMOUNT DUE:		11,012.43



## Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 15293

January 10, 2013

Page number 1

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.  
Gray Robinson  
P.O. Box 3068  
Orlando, FL 32802-3068

Professional Services for the period ended December 31, 2012

---

Project 4465:1 Parcel

**Professional Services**

---

Chief Engineer/Planner

Hours	Rate	Amount
6.00	\$225.00	\$1,350.00
Services Total		<u>\$1,350.00</u>
Charges Subtotal		<u>\$1,350.00</u>
Invoice Total		<u><b>\$1,350.00</b></u>





# Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number: 15331**

March 07, 2013

Page number 1

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.  
Gray Robinson  
P.O. Box 3068  
Orlando, FL 32802-3068

Professional Services for the period ended February 28, 2013

Project 4465:1 Parcel

**Professional Services**

Chief Engineer/Planner

Hours	Rate	Amount
2.00	\$225.00	\$450.00
Services Total		<u>\$450.00</u>
Charges Subtotal		<u>\$450.00</u>
<b>Invoice Total</b>		<b><u>\$450.00</u></b>

Outstanding Invoices	Number	Date	Amount
Invoice	15293	1/10/2013	\$1,350.00

**Total Unpaid Invoices** **\$1,350.00**

**Balance Due** **\$1,800.00**



# Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 15714

April 14, 2015

Page number 1

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.  
Gray Robinson  
P.O. Box 3068  
Orlando, FL 32802-3068

Professional Services for the period ended March 31, 2015

Project 4465:1 Parcel

## **Professional Services**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Chief Engineer/Planner	25.50	\$225.00	\$5,737.50
Engineer/Planner/Sr. Analyst	1.50	\$135.00	\$202.50
Services Total			<u>\$5,940.00</u>

## **Reimbursable Expense**

	<b>Amount</b>
Cadd/Computer	<u>\$37.50</u>
Reimbursable Total	<u>\$37.50</u>
Charges Subtotal	<u>\$5,977.50</u>
<b>Invoice Total</b>	<b><u>\$5,977.50</u></b>

<u>Outstanding Invoices</u>	<u>Number</u>	<u>Date</u>	<u>Amount</u>	
Invoice	15293	1/10/2013	\$1,350.00	
Invoice	15331	3/7/2013	\$450.00	
<b>Total Unpaid Invoices</b>				<b><u>\$1,800.00</u></b>
<b>Balance Due</b>				<b><u>\$7,777.50</u></b>



# Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number: 15738**

June 04, 2015

Page number 1

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.  
Gray Robinson  
P.O. Box 3068  
Orlando, FL 32802-3068

Professional Services for the period ended June 30, 2015

Project 4465:1 Parcel

## Professional Services

Chief Engineer/Planner

Engineer/Planner/Sr. Analyst

Hours	Rate	Amount
8.00	\$225.00	\$1,800.00
2.50	\$135.00	\$337.50
Services Total		\$2,137.50

## Reimbursable Expense

Cadd/Computer

Tolls

Personal Car Mileage

	Amount
Cadd/Computer	\$37.50
Tolls	\$6.43
Personal Car Mileage	\$41.00
Reimbursable Total	\$84.93
Charges Subtotal	\$2,222.43
Invoice Total	\$2,222.43

Outstanding Invoices	Number	Date	Amount
Invoice	15293	1/10/2013	\$1,350.00
Invoice	15331	3/7/2013	\$450.00
Invoice	15714	4/14/2015	\$5,977.50

**Total Unpaid Invoices** \$7,777.50

**Balance Due** \$9,999.93



# Tipton Associates Incorporated

760 Maguire Blvd  
Orlando, FL 32803-  
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number: 15752**

July 07, 2015

Page number 1

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.  
Gray Robinson  
P.O. Box 3068  
Orlando, FL 32802-3068

Professional Services for the period ended June 30, 2015

Project 4465:1 Parcel

## Professional Services

Chief Engineer/Planner

Hours	Rate	Amount
4.50	\$225.00	\$1,012.50
Services Total		<u>\$1,012.50</u>
Charges Subtotal		<u>\$1,012.50</u>
<b>Invoice Total</b>		<b><u>\$1,012.50</u></b>

Outstanding Invoices	Number	Date	Amount
Invoice	15293	1/10/2013	\$1,350.00
Invoice	15331	3/7/2013	\$450.00
Invoice	15714	4/14/2015	\$5,977.50
Invoice	15738	6/4/2015	\$2,222.43
<b>Total Unpaid Invoices</b>			<b><u>\$9,999.93</u></b>
<b>Balance Due</b>			<b><u>\$11,012.43</u></b>

**STATEMENT OF WORK ACCOMPLISHED**  
**LEWIS-GRESS ROW, WEKIVA PKWY.**  
**4-465.1**

Invoice No. 15293, January 10, 2013 - \$1,350.00

11/29/12	William E. Tipton, Jr. (WTJ) reviewed plans and information from attorney (1.0 hour)
12/05/12	WTJ downloaded and reviewed additional information from attorney (1.5 hours)
12/17/12	WTJ reviewed information for team meeting (1.0 hour)
12/20/12	WTJ attended team meeting with clients at attorney's office (2.5 hours)

Invoice No. 15331, March 7, 2013 - \$450.00

02/28/13	William E. Tipton, Jr. (WTJ) reviewed additional information from attorney, meeting with Rick Dreggors regarding title work and survey update needed per title work (2.0 hours)
----------	---

Invoice No. 15714, April 14, 2015 - \$5,977.50

05/01/14	William E. Tipton, Jr. (WTJ) reviewed plans to determine height of road above remainder parcel for attorney (0.5 hours)
03/11-12/15	WTJ reviewed plans and appraisal from the Central Florida Expressway (6.0 hours)
03/20/15	WTJ reviewed plans to evaluate after access for team meeting (3.0 hours)
03/23/15	WTJ reviewed plans and addressed client's questions for team meeting, attended team meeting at attorney's office (5.0 hours)
03/25-27/15	WTJ worked on draft letter report and drawings, evaluated after access based upon owner's concerns (9.0 hours)
03/26/15	Daniel N. Tipton (DNT) created Autoturn runs for the vehicles requested by the owner on the plan sheet for the new access road (1.5 hours)
03/31/15	WTJ continued work on draft letter report and drawings (2.0 hours)

Invoice No. 15738, June 4, 2015 - \$2,222.43

04/09/15	Daniel N. Tipton (DNT) created additional Auto-turn runs for additional vehicles, revised vehicles to align with existing remaining roadway (2.5 hours)
04/13/15	William E. Tipton, Jr. (WTJ) attended site meeting with Rick Dreggors (4.0 hours)
05/18/15	WTJ prepared and sent summary email of engineering and cure issues to project team (2.0 hours)
05/20/15	WTJ attended team meeting at attorney's office (2.0 hour)



**STATEMENT OF WORK ACCOMPLISHED**  
**LEWIS-GRESS ROW, WEKIVA PKWY.**  
**4-465.1**

Invoice No. 15752, July 7, 2015 - \$1,012.50

06/01/15	William E. Tipton, Jr. (WTJ) worked on Access Road 1 cure plan for stipulated Order of Taking (1.0 hour)
06/03/15	WTJ reviewed 100% plans provided by Central Florida Expressway attorney, corresponded with client's attorney, prepared Access road 1 cure plan based upon new 100% plans for Central Florida Expressway (3.5 hours)

# Tab F



## MEMORANDUM

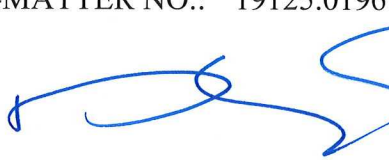
TO: Central Florida Expressway Authority  
Right-of-Way Committee Members

CLIENT-MATTER NO.: 19125.0196

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

DATE: May 11, 2016

RE: State Road 453 Wekiva Parkway, Project 429-206; Parcel 827/727  
Proposed Settlement Including Fees and Costs

A handwritten signature in blue ink, appearing to be "David A. Shontz", is written over the "FROM:" line and extends into the right margin.

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the recommendation of the Right-of-Way Committee of a negotiated settlement between CSX Transportation, Inc. (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 827 and Parcel 727 (the "Taking" or "Property") for the construction of State Road 453 Wekiva Parkway, Project 429-206.

### DESCRIPTION AND BACKGROUND

Parcel 827 is a permanent easement acquisition of 0.649 acres, and Parcel 727 is a temporary construction easement consisting of 4,945 square feet. The subject property is a railroad corridor located in Lake County. The subject larger parcel is a 0.96 mile long linear parcel that is 100 feet wide, extending from Round Lake Road to State Road 46 in east Lake County. The subject parcel contains a gross land area of 11.636 acres.

The CFX's appraisal of the property was prepared by Michael A. McElveen of Urban Economics Incorporated. Mr. McElveen used eleven (11) comparable land sales with prices ranging from \$22,042 to \$85,676 per acre, with Agricultural Land valued at \$29,000 per acre, Industrial Land value at \$48,000 per acre and Commercial Land valued at \$84,000, for an equal weighted land value of \$53,700 per acre. Mr. McElveen also considered six (6) instances where air rights were acquired at rates of 50% to 80% of the fee simple interest of the land value. The rights taken by Parcel 827 leave with the subservient estate the right to continue to use the parcel for its current use as a rail line in perpetuity and to locate utility lines in the easement. The permanent bridge pile will present a restriction on the use of the parcel and limit longitudinal use of the parcel. Based on the above considerations, Mr. McElveen opines the value of Parcel 827

at \$26,200. There are no improvements located within the permanent easement.

Additionally, CFX will encumber a nearly rectangular shaped portion of the remainder property with a temporary construction easement (TCE), identified as Parcel 727. The TCE is located near the center of Parcel 827 and will be used as a temporary retaining wall. The TCE contains 4.945 square feet or 0.114 acres. Parcel 727 was valued at \$2,100. Thus, the value of Parcel 827 of \$26,200, plus the TCE Parcel 727 of \$2,100 provides a total value of \$28,300 for the part taken.

The Respondent, CSX Transportation, has provided no appraisal report, instead basing its valuation of Parcel 827 and the TCE Parcel 727 upon its own experience in property purchases and sales. The Respondent has offered to resolve this matter for a total of \$29,480, or \$1,180 more than the CFX's appraised amount, which includes no claims for attorney's fees and costs or experts' fees and costs.

For the above-cited reasons, Right-of-Way counsel requests a recommendation for approval of the negotiated settlement in the amount of \$29,480, which is in the CFX's best interest. Settlement of the underlying claim, without additional fees and costs, will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 827 and TCE Parcel 727.

### **RECOMMENDATION**

We respectfully request that the Right-of-Way Committee recommend to the CFX Board the approval of the proposed settlement agreement with a total settlement of \$29,480 in full settlement of all claims for compensation in the acquisition of Parcel 827/727.

### **ATTACHMENTS**

Exhibit "A" – Sketch of the Subject Property

Exhibit "B" – Photographs of the Subject Property and Area

ORLDOCS 14656519 2

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 453  
PROJECT No. 429-206**

**PARCEL 827**

**PURPOSE: PERMANENT EASEMENT  
(ESTATE: PERMANENT EASEMENT)**

A parcel of land lying in the Southwest 1/4 of Section 26 and the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°17'01" West along the East line of said Southwest 1/4, a distance of 176.35 feet to a point on the Southerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5; thence departing said East line, run South 67°42'49" West along said Southerly right of way line, a distance of 391.72 feet to the POINT OF BEGINNING; thence continue South 67°42'49" West along said Southerly right of way line, a distance of 336.23 feet to a point on a non-tangent curve, concave to the Southwest, having a radius of 519.13 feet and a Central Angle of 18°37'43"; thence departing said Southerly right of way line, run Northwesterly along the Arc of said curve, a distance of 168.78 feet (Chord Bearing = North 75°30'13" West, Chord Distance = 168.04 feet) to the end of said curve and a point on the Northerly right of way line of said Rail Road and a point on a non-tangent curve to the left, concave Northwesterly, having a Radius of 5679.65 feet and a Central Angle of 00°50'50"; thence run along the said Northerly right of way line and the Arc of said curve, a distance of 83.98 feet (Chord Bearing = North 68°08'14" East, Chord Distance = 83.98 feet) to the point of tangency; thence continue along said Northerly right of way line North 67°42'49" East, a distance of 303.10 feet to a point on a non-tangent curve to the left, concave Northeasterly, having a radius of 927.39 feet and a Central Angle of 04°59'02"; thence, departing said Northerly right of way line, run Southeasterly along the Arc of said curve, a distance of 80.67 feet (Chord Bearing = South 29°31'27" East, Chord Distance = 80.64 feet) to the end of said curve; thence run North 67°42'49" East, a distance of 73.59 feet; thence run South 22°17'11" East, a distance of 20.00 feet to the POINT OF BEGINNING.

Less and except the following described parcel:

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°17'01" West along the East line of said Southwest 1/4, a distance of 176.35 feet to a point on the Southerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5; thence departing said East line, run South 67°42'49" West along said Southerly right of way line, a distance of 588.96 feet; thence, departing said Southerly right of way line, run North 22°17'11" West, a distance of 20.00 feet to the POINT OF BEGINNING; thence run South 67°42'49" West, a distance of 58.80 feet to a point on a non-tangent curve to the left, concave to the Southwest, having a radius of 592.22 feet and a Central Angle of 08°04'10"; thence run Northwesterly along the Arc of said curve, a distance of 83.41 feet (Chord Bearing = North 66°14'06" West, Chord Distance = 83.34 feet) to the end

of said curve; thence North  $67^{\circ}42'49''$  East, a distance of 109.34 feet to a point on a non-tangent curve to the left, concave Northeasterly, having a radius of 1049.47 feet and a Central Angle of  $03^{\circ}18'01''$ ; thence run Southeasterly along the Arc of said curve, a distance of 60.45 feet (Chord Bearing = South  $29^{\circ}13'30''$  East, Chord Distance = 60.44 feet) to the POINT OF BEGINNING.

Containing 0.649 acres, more or less.



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
STATE ROAD 453  
PROJECT No. 429-206**

**PARCEL 727**

**PURPOSE: TEMPORARY CONSTRUCTION EASEMENT  
(ESTATE: TEMPORARY EASEMENT)**

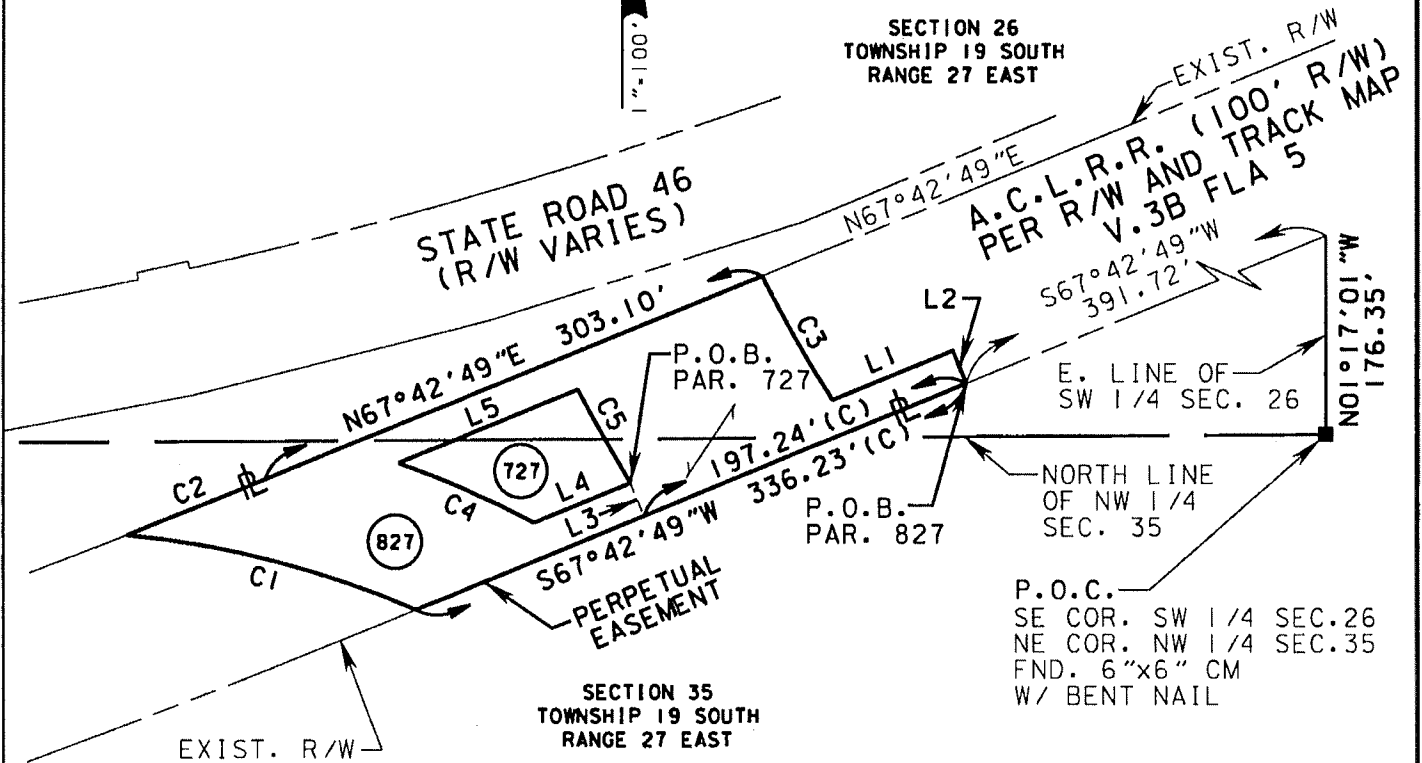
A parcel of land lying in the Southwest 1/4 of Section 26 and the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with a bent nail; thence run North 01°17'01" West along the East line of said Southwest 1/4, a distance of 176.35 feet to a point on the Southerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track Map V.3b Fla 5; thence departing said East line, run South 67°42'49" West along said Southerly right of way line, a distance of 588.96 feet; thence, departing said Southerly right of way line, run North 22°17'11" West, a distance of 20.00 feet to the POINT OF BEGINNING; thence run South 67°42'49" West, a distance of 58.80 feet to a point on a non-tangent curve to the left, concave to the Southwest, having a radius of 592.22 feet and a Central Angle of 08°04'10"; thence run Northwesterly along the Arc of said curve, a distance of 83.41 feet (Chord Bearing = North 66°14'06" West, Chord Distance = 83.34 feet) to the end of said curve; thence North 67°42'49" East, a distance of 109.34 feet to a point on a non-tangent curve to the left, concave Northeasterly, having a radius of 1049.47 feet and a Central Angle of 03°18'01"; thence run Southeasterly along the Arc of said curve, a distance of 60.45 feet (Chord Bearing = South 29°13'30" East, Chord Distance = 60.44 feet) to the POINT OF BEGINNING.

Containing 4945 square feet, more or less.

PARCEL: 827/727

SECTION 26 & 35  
TOWNSHIP 19 SOUTH  
RANGE 27 EAST



C1  
Δ - 18°37'43"(LT)  
L - 168.78'  
R - 519.13'  
C.B. - N75°30'13"W  
C.D. - 168.04'

C2  
Δ - 00°50'50"(LT)  
L - 83.98'  
R - 5679.65'  
C.B. - N68°08'14"E  
C.D. - 83.98'

C3  
Δ - 04°59'02"(LT)  
L - 80.67'  
R - 927.39'  
C.B. - S29°31'27"E  
C.D. - 80.64'

C4  
Δ - 08°04'10"(LT)  
L - 83.41'  
R - 592.22'  
C.B. - N66°14'06"W  
C.D. - 83.34'

C5  
Δ - 03°18'01"(LT)  
L - 60.45'  
R - 1049.47'  
C.B. - S29°13'30"E  
C.D. - 60.44'

L1 - N67°42'49"E  
73.59'(C)  
L2 - S22°17'11"E  
20.00'(C)  
L3 - N22°17'11"W  
20.00'(C)

L4 - S67°42'49"W  
58.80'(C)  
L5 - N67°42'49"E  
109.34'(C)

SEE SHEETS 1-3 OF 5 FOR LEGAL DESCRIPTION  
SEE SHEET 5 OF 5 FOR NOTES AND LEGEND  
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY  
PARCEL SKETCH

STATE ROAD 453  
(WEKIVA PARKWAY)

CENTRAL FLORIDA  
EXPRESSWAY  
AUTHORITY

SECTION 429-206 (2C)

			DRMP PROJECT NO. 12-0150.000	SHEET 4 OF 5	DATE: 05/28/14
			PAR. NUMBER	CWW 11/14	SCALE: 1" = 100'
			EASE. CHANGES	CWW 11/14	CHECKED: ALO
			PER COMMENTS	CWW 9/14	
REVISION	BY	DATE	REVISION	BY	DATE

SKETCH PREPARED BY

**DRMP**  
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS  
941 LAKE BALDWIN LANE  
ORLANDO, FLORIDA 32814  
(407) 896-0594  
L.B. No. 2648

PARCEL: 827/727

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4887241, DATED JULY 20, 2014.

**LEGEND:**

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD  
(C) = CALCULATED DATA  
C.B. = CHORD BEARING  
C.D. = CHORD DISTANCE  
COR. = CORNER  
CM = CONCRETE MONUMENT  
(D) = DEED DATA  
EASE. = EASEMENT  
EXIST. = EXISTING  
FND. = FOUND  
I.D. = IDENTIFICATION  
IP = IRON PIPE  
L = ARC LENGTH  
L.B. = LICENSED BUSINESS

OR = OFFICIAL RECORDS BOOK  
R = PROPERTY LINE  
PAR. = PARCEL  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
No. = NUMBER  
PG = PAGE  
R = RADIUS  
REQ. = REQUIRED  
R/W = RIGHT-OF-WAY  
SEC. = SECTION  
Δ = CENTRAL ANGLE

SEE SHEET 4 OF 5 FOR  
SKETCH OF DESCRIPTION

RIGHT OF WAY  
PARCEL SKETCH

STATE ROAD 453  
(WEKIVA PARKWAY)

CENTRAL FLORIDA  
EXPRESSWAY  
AUTHORITY

SECTION 429-206 (2C)

*Allen L. Quickel* 11/26/14  
ALLEN L. QUICKEL  
FLORIDA REGISTERED LAND SURVEYOR NO. 6481  
(NOT VALID UNLESS SIGNED AND SEALED)

PROJECT NO. 12-0150.000	SHEET 5 OF 5		DATE: 05/28/14
PAR. NUMBER	CWW	11/14	SCALE: 1" = 100'
EASE. CHANGES	CWW	11/14	CHECKED: ALO
PER COMMENTS	CWW	9/14	
REVISION	BY	DATE	DRAWN: BJP

SKETCH PREPARED BY  
 **DRMP**  
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS  
941 LAKE BALDWIN LANE  
ORLANDO, FLORIDA 32814  
(407) 896-0594  
L.B. No. 2648

Figure 6

CSX Tavares to Sorrento Railroad

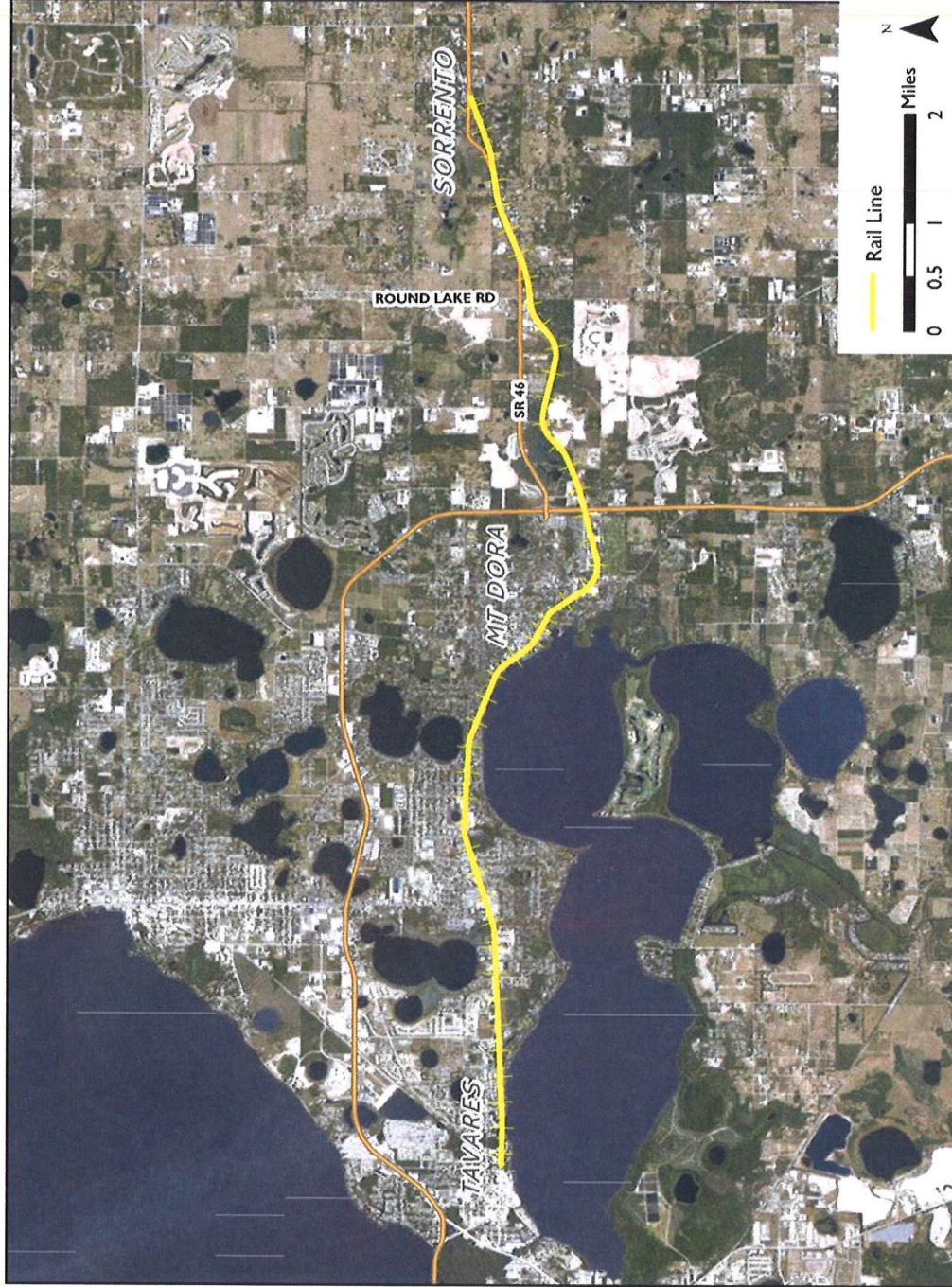




Figure 7

Larger Parcel

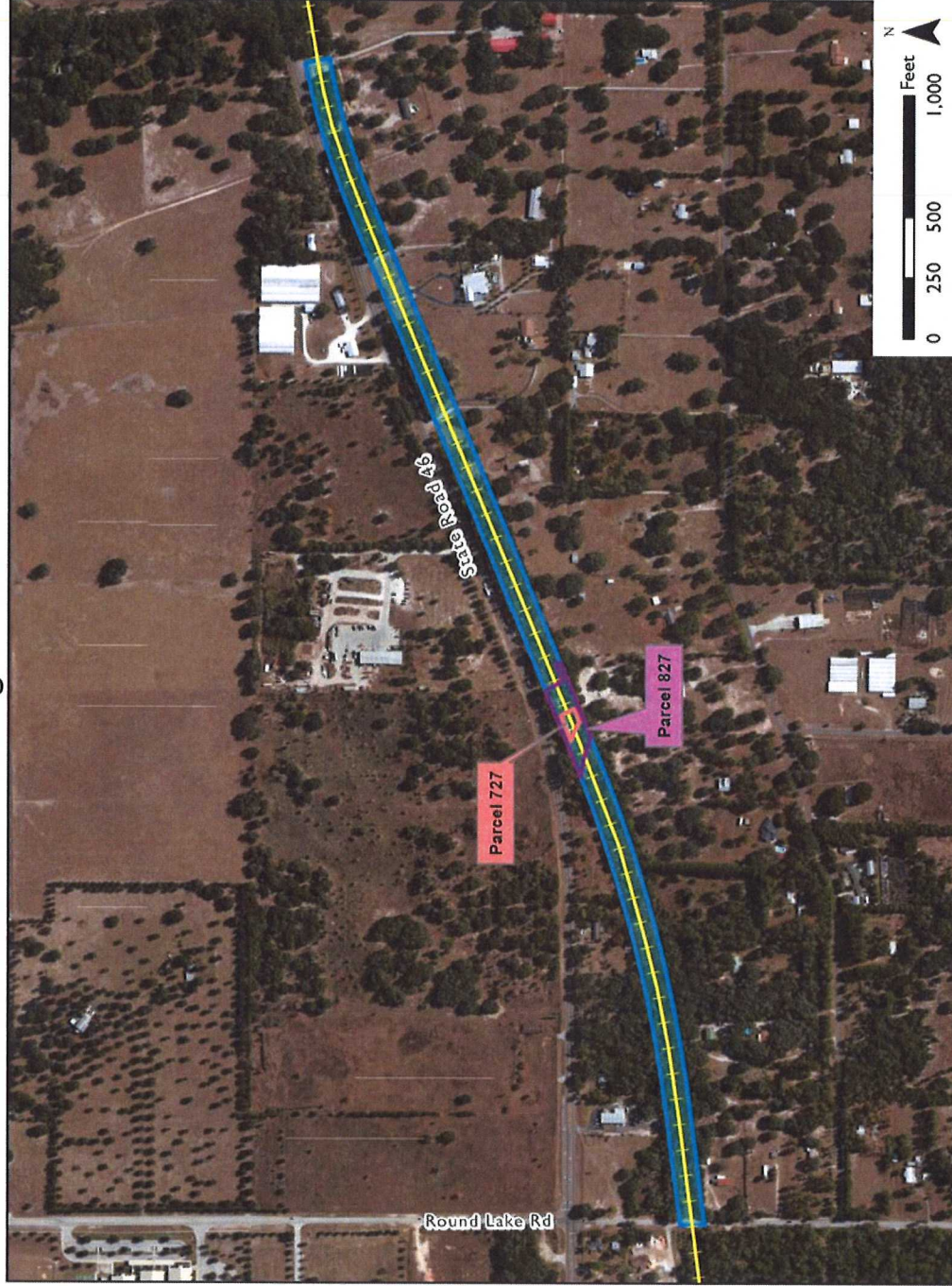




Figure 16

Parcels 727 & 827 Detail





Figure 8

## Subject Future Land Use



Figure 9

Subject Zoning

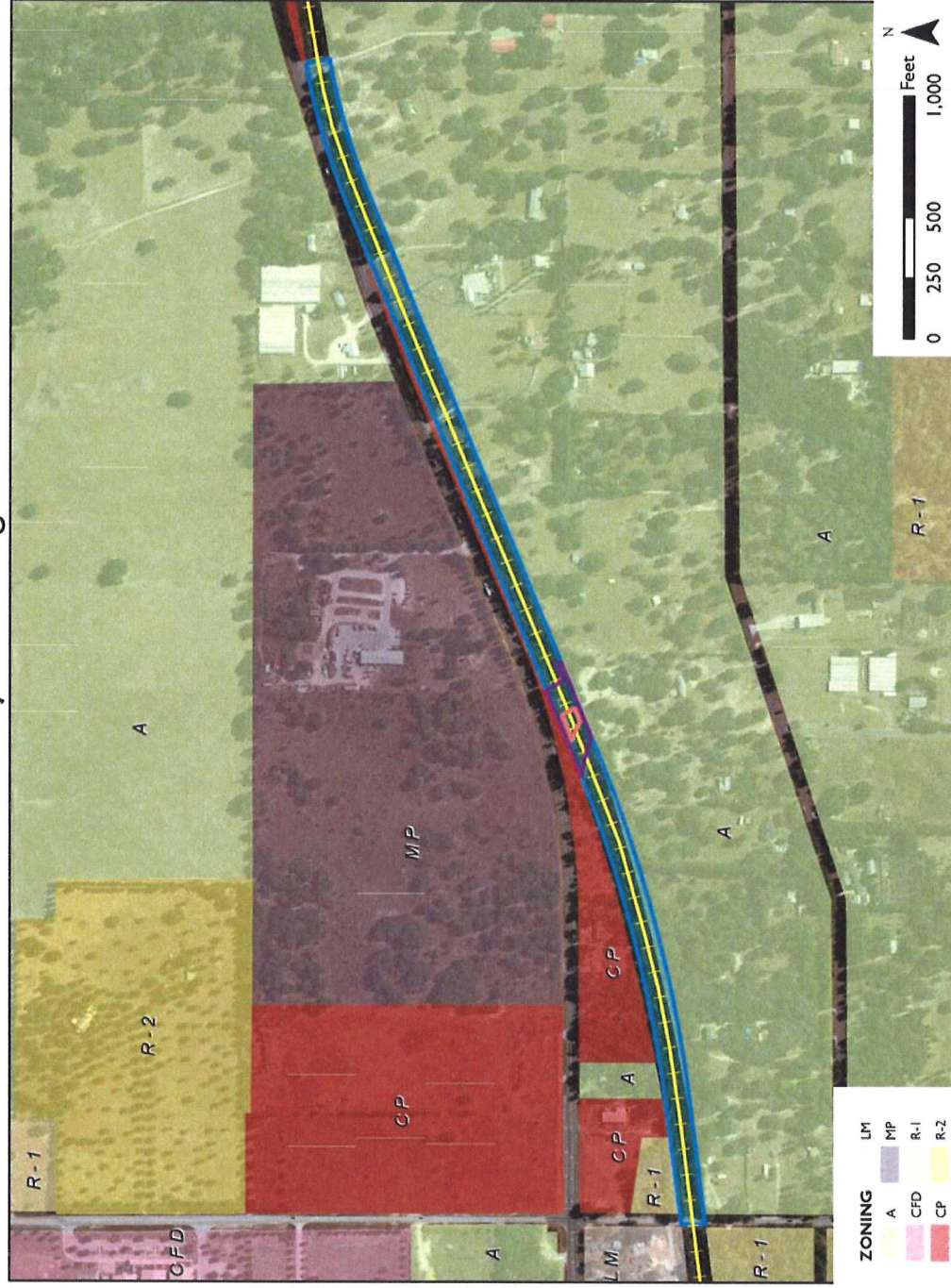
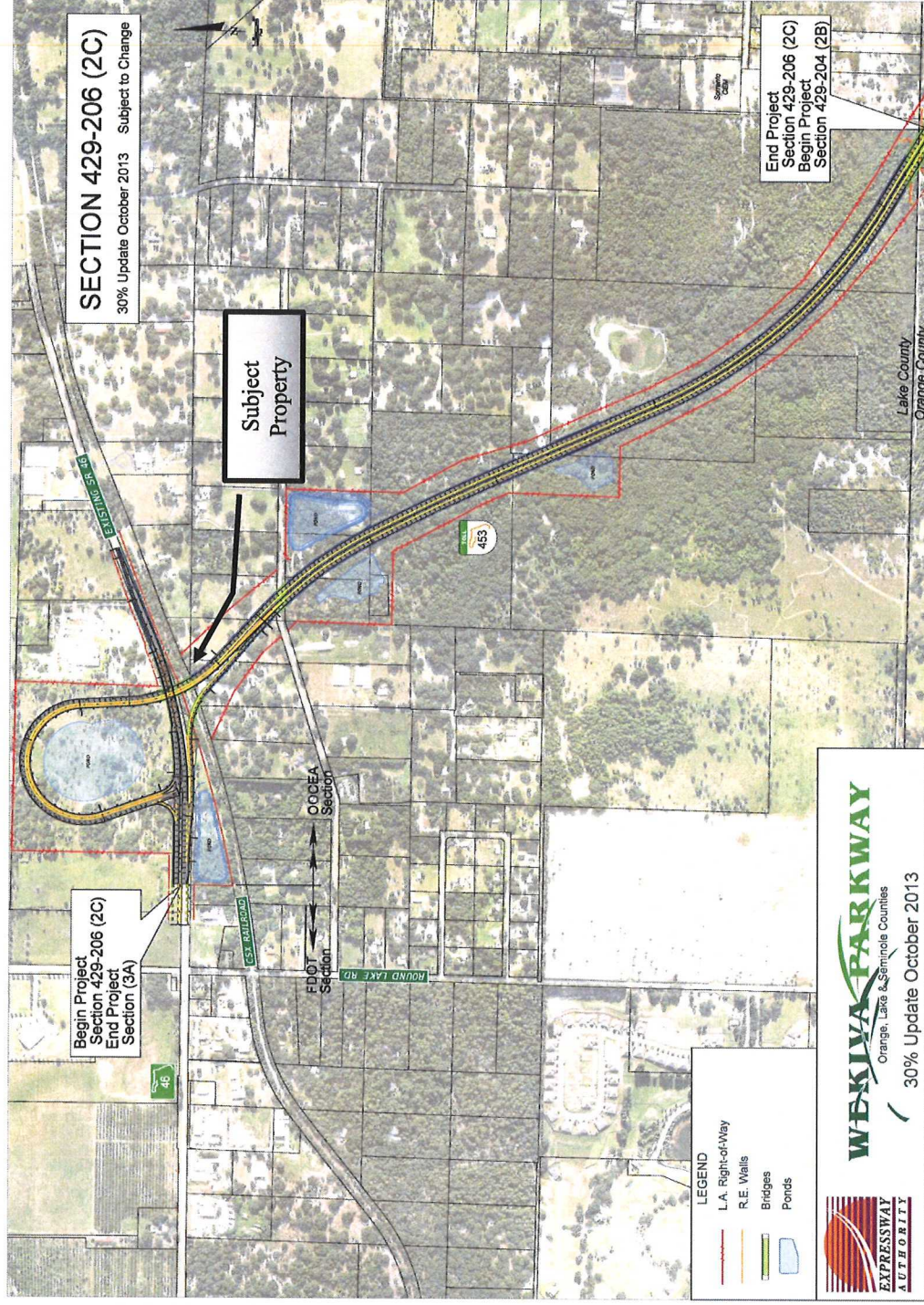




Figure 15





**PHOTOGRAPHS OF SUBJECT PROPERTY****CENTERLINE VIEW EAST ALONG PARCEL CENTERLINE****VIEW NORTH ON SUBJECT PARCEL NEAR TAKINGS**





**SOUTH HAVE OF SUBJECT PARCEL NEAR TAKINGS**



**VIEW OF STAKE OF PART TAKEN**





VIEW WEST ALONG PARCEL CENTERLINE, NOTE TOPOGRAPHY ON LEFT



VIEW WEST ALONG PARCEL CENTERLINE





VIEW OF RAIL IMPROVEMENTS



VIEW WEST ON STATE ROAD 46, SUBJECT ON LEFT



**VIEW EAST ON STATE ROAD 46, SUBJECT ON RIGHT**



# Tab G

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Right of Way Committee Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel *Linda BL*

DATE: May 12, 2016

SUBJECT: Request for Release of Phosphate, Minerals, and Metals and Petroleum Rights on Property located at the Northeast Corner of S.R. 408 and Chickasaw Trail  
Address: 401 N. Chickasaw Trail, Orlando, Florida 32810  
Project 101 (East-West Expressway), Surplus Parcel #1-141  
Owner: Chickasaw Property, LLC  
Size of Land: 4.175 acres

---

## BACKGROUND INFORMATION

Chickasaw Property, LLC, has requested a release from the Central Florida Expressway Authority ("CFX") of rights over the "phosphate, minerals, metals or petroleum," hereinafter "Mineral Rights," that may be in, on, or under property that was originally conveyed by CFX's predecessor, the Orlando-Orange County Expressway Authority ("OOCEA"), as surplus property. The property, hereinafter "the Property," is located at the northeast corner of S.R. 408 and Chickasaw Trail. It was conveyed in or around June 1997 via Special Warranty Deed recorded at O.R. Book 5275, page 264, which Deed did not make any mention of whether Mineral Rights were conveyed or reserved.

Counsel for Chickasaw Property submitted the attached letter with a detailed explanation articulating the basis for its request along with supporting documentation. In essence, Chickasaw Property believes that the parties never intended the Mineral Rights to be excluded from the conveyance. In the event that CFX decides not to release the Mineral Rights, Chickasaw Property may seek to pursue other legal remedies to remove the reservation of Mineral Rights from its title.

## ANALYSIS

Section 270.11(1), Florida Statutes, allows an agency of the State to choose not to reserve Mineral Rights in land that it conveys. Section 270.11(1) states:

Unless the applicable agency chooses not to reserve such interest  
and except as otherwise provided by law, in all contracts and deeds  
for the sale of land executed . . . by any . . . agency of the state,  
there shall be reserved for such . . . agency of the state, . . . an  
undivided three-fourths interest in, and title in and to an undivided  
three-fourths interest in, all the phosphate, minerals, and metals  
that are or may be in, on, or under the said land and an undivided

Project 101 (East-West Expressway), Surplus Parcel #1-141  
Owner: Chickasaw Property, LLC

one-half interest in all the petroleum that is or may be in, on, or  
under said land with the privilege to mine and develop the same.

§ 270.11, Fla. Stat. Interestingly, at the time of the sale in 1997, Section 270.11(1) did not include the clause that provides a state agency with the discretion to release Mineral Rights as shown by the underlined text above. Nevertheless, Section 270.11(3) authorizes agencies of the state to sell or release Mineral Rights upon petition by the purchaser with a statement justifying the reasons for such sale or release.

#### **REQUESTED ACTION**

Approve Chickasaw Property's request for release of phosphate, minerals, metals and petroleum rights in, on and under the property located at the northeast corner of S.R.408 and Chickasaw Trail conveyed in or around June 1997 via Special Warranty Deed recorded at O.R. Book 5275, page 264, contingent upon the execution of a Release from Chickasaw Property, LLC, of any claims connected with or arising from the sale of the surplus property.

Attachments: Proposed Release of Mineral Rights to be executed by CFX  
Proposed Release of Claims to be executed by Chickasaw Property, LLC  
Special Warranty Deed recorded at O.R. Book 5275, page 264  
Letter from Steve Gray, Esq., with Backup



Prepared by:  
Paul Stanley West, Esq.  
*Attorney & Counselor at Law*  
c/o Clayton & McCulloh, P.A.  
1065 Maitland Center Commons Blvd.  
Maitland, FL 32751

#### RELEASE AFFIDAVIT

Before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the Central Florida Expressway Authority, ("Affiant"), by and through its undersigned authorized signatory, who states that:

1. Affiant is successor to the Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, pursuant to Section 348.753(2)(a), Florida Statutes.

2. Affiant, by and through its undersigned authorized signatory, for and in consideration of the sum of (\$10.00) TEN and 00/100 DOLLARS and other valuable consideration, in hand this day paid, the receipt and sufficiency of which is hereby acknowledged, hereby releases any and all reservations, right and title it might have pursuant to Section 270.11(1), Florida Statutes, in all the phosphate, minerals, metals and petroleum that may be in, on, or under the land described in that certain Special Warranty Deed executed on or about June 9, 1997 by Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, as Grantor, to E.G. Banks, Grantee, recorded on or about June 17, 1997 in Official Records Book 5275, at Pages 264 through 266, inclusive, of the Public Records of Orange County, Florida.

3. All recording references set forth herein are to the Public Records of Orange County, Florida, unless otherwise noted.

4. This Release Affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing Community Association Title, Inc. and Old Republic National Title Insurance Company to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein.

5. This Release Affidavit was approved by the Board of the Central Florida Expressway Authority after a public hearing duly advertised regarding the foregoing.

**[ SIGNATURES TO FOLLOW ]**

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

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

ATTEST:

\_\_\_\_\_  
Darleen Mazzillo, Executive Secretary

By: \_\_\_\_\_  
Welton Cadwell, Chairman

Date: \_\_\_\_\_, 2016

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance by the Central Florida  
Expressway Authority only.

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

STATE OF FLORIDA       )  
COUNTY OF \_\_\_\_\_)

**RELEASE**

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_,  
as \_\_\_\_\_ of Chickasaw Property, LLC, a Florida limited liability company,  
authorized to do business in the State of Florida ("Affiant"), who after being first duly sworn,  
deposes and says upon oath as follows:

1. Affiant is the owner of property located at S.R. 408 with frontage on Chickasaw Trail that was sold by the Orlando-Orange County Expressway Authority as surplus property on or about June 9, 1997, via Special Warranty Deed recorded at O.R. Book 5275, page 264 ("the Property"). Affiant acquired the property on or about \_\_\_\_ via \_\_\_\_\_.

2. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Affiant, on behalf of itself and on behalf of all and each of the heirs, executors, administrators, successors and assigns (hereinafter referred to as "Releasors") hereby remise, release, acquit, satisfy, and discharge the Central Florida Expressway Authority and its predecessor the Orlando-Orange County Expressway Authority, including its officials, board members, directors, attorneys, agents, servants, employees, successors, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, insurance policies, agreements, damages, judgments, executions, claims, demands, prejudgment interest, litigation costs, attorneys' fees, and any and all other claims of every kind, nature and description whatsoever, known or unknown, suspected or unsuspected, arising or alleged to have arisen, whether in law or in equity, whether past, present or in the future, which Affiant ever had, now has, or which any successor, heir or assign of Affiant, hereafter can, shall or may have, against CFX, for, upon or by reason of any matter, cause or thing whatsoever, in any way connected with or arising from the sale of the Property on or about June 9, 1997.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by  
\_\_\_\_\_ (*name of person*), as \_\_\_\_\_  
(*type of authority*) for \_\_\_\_\_ (*name of party*) who took an oath and  
is (circle one) personally known to me or provided the following documentation: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public - State of Florida.

\_\_\_\_\_  
Print or Stamp Name of Notary Public

Prepared By and Return To:

Deborah H. Johnson, P.A.  
Broad and Cassel  
Barnett Bank Center  
P.O. Box 4961  
Orlando, Florida 32802-4961

Orange Co FL 1997-0216871  
061797 10:31:50am  
OR Bk 5275 Pg 264  
Rec 15.00 DSC 1,225.70

For Recording Purposes Only

 RETURN TO:  
County Title  
2333 Lee Road  
Winter Park, Florida 32789

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made and executed the 9th day of June, 1997, by **ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida, whose taxpayer identification number is 59-1021557 and whose address is 525 South Magnolia Avenue, Orlando, Florida, 32801, hereinafter referred to as "Grantor," to **E. G. BANKS**, whose tax payer identification number is [REDACTED] and whose address is 5 Shadow Lane, Maitland, Florida, 32751, hereinafter called the "Grantee".

**W I T N E S S E T H:**

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Orange County, Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND  
INCORPORATED HEREIN BY THIS REFERENCE.**

**PARCEL IDENTIFICATION NUMBER: NONE**

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND the Grantor hereby covenants with said Grantee that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other and that the premises are free from all encumbrances except for matters of record; provided, reference thereto shall not serve to reimpose same.

For Recording Purposes Only

AND by acceptance of this deed the Grantee acknowledges and agrees that this conveyance is being made "as-is" and "where-is", without representation or warranty except as provided herein.

IN WITNESS WHEREOF, the said Grantor has signed and sealed the presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

ORLANDO-ORANGE COUNTY  
EXPRESSWAY, a public corporation of  
the State of Florida

Tammy A. Boyer  
Witness  
Tammy A. Boyer  
(Print Name)

By: A. Wayne Rich  
A. WAYNE RICH, Chairman

Bobbie A. Holley  
Witness  
Bobbie A. Holley  
(Print Name)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 1997, by A. Wayne Rich, as Chairman of Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, on behalf of said corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.



TAMMY A. BOYER  
My Comm Exp. 4/20/2001  
Bonded By Service Ins  
No. CC639901  
34 Personally Known (1 Other I.D.)

Tammy A. Boyer  
(Signature of Notary Public)

Tammy A. Boyer  
(Typed name of Notary Public)

Notary Public, State of Florida  
Commission No. 639901  
My commission expires: 4/20/2001



Recorded - Martha O. Haynie

For Recording Purposes Only

**EXHIBIT "A"**

A portion of Section 25, Township 22 South, Range 30 East, Orange County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Southwest  $\frac{1}{4}$  of said Section 25; thence S.  $89^{\circ}58'40''$  E. along the North line of said Southwest  $\frac{1}{4}$  for 50.00 feet; thence S.  $00^{\circ}22'48''$  E. for 450.82 feet to the Northwesternly Limited Access Right-of-Way line of the East-West Expressway (State Road No. 408) as shown on the Right-of-Way Map for Project 75008-6410-101; thence N.  $35^{\circ}09'44''$  E. along said Limited Access Right-of-Way line for 176.67 feet to the POINT OF BEGINNING, said point lying on the East Right-of-Way line of Chickasaw Trail as shown on said Right-of-Way Map for Project 75008-6410-101; thence N.  $04^{\circ}55'29''$  W. along said East Right-of-Way line for 573.98 feet; thence N.  $05^{\circ}16'13''$  W. along said East Right-of-Way line for 74.58 feet; thence N.  $79^{\circ}21'22''$  E. for 386.56 feet; thence S.  $10^{\circ}38'38''$  E. for 254.02 feet to said Northwesternly Limited Access Right-of-Way line; thence S.  $38^{\circ}23'36''$  W. along said Northerly Limited Access Right-of-Way line for 596.93 feet to the POINT OF BEGINNING.

Containing 4.175 acres, more or less.



## Clayton & McCulloh

ATTORNEYS AT LAW  
www.clayton-mcculloh.com

PAUL S. WEST  
Attorney & Counselor at Law  
pswest@clayton-mcculloh.com

Clayton & McCulloh, P. A.  
Servicing 25 Counties  
Respond to: Orlando Office

April 4, 2016

Linda Brehmer Lanosa, Esq.  
Deputy General Counsel  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807  
Phone: (407) 690-5000  
Direct: (407) 690-5382  
FAX: (407) 690-5034  
E-Mail: [Linda.Lanosa@CFXWay.com](mailto:Linda.Lanosa@CFXWay.com)

Re: Request for Release of phosphate, minerals, metals and petroleum rights

Ms Lanosa:

As we have discussed over the phone, please accept this e-mail with attachments as our official request that the Central Florida Expressway Authority, successor to the Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, pursuant to Section 348.753(2)(a), Florida Statutes, (hereafter "Authority") execute the attached Release (Exhibit "A").

**The Request:**

As mentioned above, we are requesting that the Authority execute the attached Release (Exhibit "A").

**The Issue:**

Section 270.11(1), Florida Statutes states: "(1) *Unless the applicable agency chooses not to reserve such interest and except as otherwise provided by law, in all contracts and deeds for the sale of land executed by the Board of Trustees of the Internal Improvement Trust Fund or by any local government, water management district, or other agency of the state, there shall be reserved for such local government, water management district, other agency of the state, or the board of trustees and its successors an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.*"

On June 9, 1997, the Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, as Grantor, executed that certain Special Warranty Deed to E.G. Banks, Grantee, said deed being recorded on June 17, 1997 in Official Records Book 5275, at Pages 264 through 266, inclusive, of the Public Records of Orange County, Florida, (hereafter "The Deed") conveying the following described property, to wit:

Orlando Office:  
The Clayton & McCulloh Building  
1065 Maitland Center Commons Blvd.  
Maitland, FL 32751  
Phone: (407) 875-2655  
Fax: (407) 660-4989

Page 1 of 5

Toll Free: (888) 793-1486

Melbourne Office: Suntree/Viera  
Baytree Corporate Park  
1341 Bedford Drive, Suite A  
Melbourne, FL 32940  
Phone: (321) 751-3449  
Fax: (321) 751-3450

Commence at the Northwest corner of the Southwest ¼ of said Section 25; thence S 89°58'40" E along the North line of said Southwest ¼ for 50.00 feet; thence S 00°22'48" E for 450.82 feet to the Northwestern Limited Access right of way line of the East-West Expressway (State Road No. 408) as shown on the right of way map for Project 75008-6410-101; thence N 35°09'44" E along said Limited Access right of way line for 176.67 feet to the POINT OF BEGINNING, said point lying on the East right of way line of Chickasaw Trail as shown on said right of way map for Project 75008-6410-101; thence N 04°55'29" W along said East right of way line for 573.98 feet; thence N 05°16'13" W along said East right of way line 74.58 feet; thence N 79°21'22" E for 386.56 feet; thence S 10°38'38" E for 254.02 feet to said Northwestern Limited Access right of way line; thence S 38°23'36" W along said Northwestern Limited Access right of way line for 596.93 feet to the POINT OF BEGINNING.

Containing 4.175 acres, more or less.

also known as

Commence at the Northwest corner of the Southwest ¼ of said Section 25; thence S 89°58'40" E along the North line of said Southwest ¼ for 50.00 feet; thence S 00°22'48" E for 450.82 feet to the Northwestern Limited Access right of way line of the East-West Expressway (State Road No. 408) as shown on the right of way map for Project 75008-8410-101; thence N 35°09'44" E along said Limited Access right of way line for 176.67 feet to the POINT OF BEGINNING, said point lying on the East right of way line of Chickasaw Trail as shown on said right of way map for Project 75008-8410-101; thence N 04°55'29" W along said East right of way line for 573.98 feet; thence N 05°16'13" W along said East right of way line 74.58 feet; thence N 79°21'22" E for 386.58 feet; thence S 10°38'38" E for 254.02 feet to said Northwestern Limited Access right of way line, thence S 38°23'36" W along said Northwestern Limited Access right of way line for 598.93 feet to the POINT OF BEGINNING (hereafter "Property").

Inasmuch as the applicable agency, (i.e. the Authority) failed to express their choice not to specifically reserve, in the Deed, their interest in and to "phosphate, minerals, metals and/or petroleum" rights in the Property, this interest continues to cloud the title to the Property. My client, Chickasaw Properties, LLC, successor in interest to E.G. Banks, cannot sell the Property free of this cloud without the recordation of the Authority's Release of these rights.

**The Argument(s):**

**I. While provided by statute, it was never the intent of the Authority to reserve this statutory interest in the property sold via public sale.**

A. I have thoroughly reviewed the public records file delivered to the undersigned on or about February 9, 2016 by Ms Vicki McElroy, Central Florida Expressway Authority Public Records, over the Authority's public sale of "Parcel 101-141." Nowhere in this exhaustive file is there mention of the Authority's intent to reserve these "phosphate, minerals, metals and/or petroleum" rights in the Property.

**II. Documentation regarding the Authority's approval of offering of Property for public sale:** All aspects of the approval process demonstrate that the Authority determined that the Property constituted "Surplus" property to be sold at public sale.

B. After over a year of exploration and study, it was determined that the Property constituted "Surplus" property and would be offered for public sale. [see attached letter from Harold Worrall, Executive Director of the Authority, dated 12/13/1996, whereby it was noted

that the Right-of-Way Committee agreed with the staff proposal and recommended that the Authority declare the Property to be surplus property and allow it to be sold by public sale in accordance with established procedures (copy of letter is attached hereto as Exhibit "B").]

C. The Authority sought approval of the public sale from the Department of Transportation (hereafter the "Department"). [see attached letter from Harold Worrall, Executive Director of the Authority, dated 12/30/1996 (copy of letter dated 12/20/1996 is attached hereto as Exhibit "C").]

D. The engineering firm engaged by the Authority reported that the Property "is surplus and **IS NOT NEEDED FOR THE OPERATION OF THE SYSTEM** [emphasis added]." [see attached letter from Mike R. Bierma, P.E., GEC Program Director of the engineering firm of Post, Buckley, Schuh & Jernigan, Inc., dated 1/14/1997 (copy of letter dated 1/14/1997 is attached hereto as Exhibit "D").]

E. District General Counsel of the Department concurred "in the surplus sale of the subject land. [see attached letter from George S. Lovett, Esq., District General Counsel of the Department, dated 3/10/1997 (copy of letter dated 3/10/1997 is attached hereto as Exhibit "E").]

**III. Documentation regarding the sale:** All aspects of the sale demonstrate that the Authority always intended to deliver 'clean' title and never intended to retain residual "phosphate, minerals, metals and/or petroleum" rights in the Property.]

F. From the very onset of marketing the public sale of the Property, the Authority informed the public that "Title shall be conveyed by special warranty deed." [see attached Legal Notice of Sale of Surplus Property as advertised in The Orlando Sentinel on 4/9/1997 (copy of legal notice is attached hereto as composite Exhibit "F").]

G. The form required by the Authority for the public to submit sealed bids provides for, inter alia, the following: a) the bidder to select whether or not title insurance is being requested; b) the disclosure that closing is to take place at the law office of Broad and Cassel, presumably the agent for the Authority [see attached 'Sealed Bid for Excess Property' submitted by the successful bidder of the Property, dated 4/24/1997 (copy of Sealed Bid is attached hereto as Exhibit "G").]

H. The buyer's attorney submitted to the Authority's attorney a cashier's check for \$162,306.20 to consummate the closing and to authorize the same to be disbursed ... "... in accordance with First American Title Insurance Company Commitment #97.01464." indicating buyer's legal counsel's reliance upon same [see attached letter from Marvin L. Beaman, Jr., Esq., buyer's legal counsel, to Broad and Cassel, attorneys for Authority, dated 6/10/1997 (copy of letter dated 6/10/1997 is attached hereto as Exhibit "H").]

I. The title insurance commitment referenced in Paragraph (H) hereinabove, and issued by Authority's legal counsel, committed to insure the title without making any mention of the Authority's intent to retain these "phosphate, minerals, metals and/or petroleum" in the Property [see attached First American Title Insurance Company Commitment #97.01464, dated 6/3/1997 (copy of title commitment is attached hereto as Exhibit "I").]

J. The Authority, by and through A. Wayne Rich, "Chairman of the Orlando-Orange County Expressway Authority" executed an Affidavit to "induce the Buyer to purchase the Property" wherein he affirmed under oath, inter alia, the following: "I do not know of ... any other lien or encumbrance of any kind or nature whatsoever which constitutes a lien, charge or encumbrance on the Property ..." [see attached Owner's Affidavit dated 6/9/1997 (copy of

affidavit dated 6/9/1997 is attached hereto as Exhibit "J").]

K. The Authority, by and through A. Wayne Rich, "Chairman of the Orlando-Orange County Expressway Authority" executed that certain Special Warranty Deed dated 6/9/1997, and recorded in Official Records Book 5275, at Page 264, of the Public Records of Orange County, Florida, whereby the Authority affirmed under oath, inter alia, the following: "... the Grantor [i.e. the Authority] hereby covenants ... that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under Grantor, [emphasis added] ... and that the premises are free from all encumbrances except for matters of record ..." [see attached Special Warranty Deed dated 6/9/1997 (copy of Special Warranty Deed is attached hereto as Exhibit "K").]

L. Had the Authority intended to reserve these "phosphate, minerals, metals and/or petroleum" rights in the Property, the Authority's legal counsel (i.e. the law firm of Broad and Cassel) would have expressly stated such reservations as an exception from coverage on the Owner's Policy of Title Insurance issued by the Authority's legal counsel under Schedule B, Special Exceptions, Paragraph 7, rather than stating that there were "None" special exceptions to the title of the Property however, said legal counsel for the Authority did not do so [see attached Owner's policy of title insurance issued by Authority's legal counsel, Broad and Cassel, and underwritten by First American Title Insurance Co., under Policy No.: FA-35-120426, with an effective date of June 17, 1997 at 10:31 A.M. (copy of Title Policy is attached hereto as Exhibit "L").]

**IV It is a matter of public policy that the governmental body (e.g. the Authority) not create an encumbrance on real property in situations like this.**

M. On or about 10/16/1967, the Department quit claimed previously acquired property "for use for state highway purposes" to Cumber Land Company after it was determined that the described land "is no longer required for said purposes, and the State Road Department has no further use of said land for any purpose." Nearly thirty (30) years later on 12/24/1996, the Department, when it was determined that the Department had the same statutory reservations to those described lands as the Authority ostensibly has in the Property, the Department executed an Affidavit wherein it stated, inter alia, that "[t]he purposes of the above-referenced reservations do not, and are not intended to create any encumbrance or estate upon real property adjacent to or in proximity to the interstate highway system, [emphasis added] ..." [see attached Quit Claim Deed, dated 10/16/1967, and recorded on 10/31/1967, in Official records Book 113, at Page 487 et. seq., the attached Disclaimer, dated 10/16/1967, and recorded on 10/31/1967, in Official records Book 113, at Page 494 et. seq., and its attached Affidavit, dated 12/24/1996, and recorded on 12/31/1996, in Official records Book 1215, at Page 622 et. seq., all of the Public Records of St Johns County, (copies of said Quit Claim Deed, Disclaimer and Affidavit are attached hereto as Composite Exhibit "M").]

V. **In Summary**, the Authority determined that it had no continuing interest in the Property and that the same should be treated and sold as "Surplus" land. The Authority expressly demonstrated in every reasonable means possible from its public notice of sale to the consummation of the actual sale of the Property that it was offering to sell the Property for cash in accordance with the requirements set forth in the title commitment stating that there are no specific exceptions applied to the Property, and that by the affidavit of the Chairman of the Authority, and as an inducement for a buyer to purchase the Property, that there was no indication of any lien, or reservation of lien rights whatsoever, the same being corroborated by the Authority's conveying the Property by a Special Warranty Deed, confirming the Authority's covenant to warrant and defend the title to the Property against any and all claims and demands of all persons claiming by, through or under the Authority, and that the Property is free and clear of all encumbrances.



By nowhere stating that the Authority intended to reserve the "phosphate, minerals, metals and/or petroleum" rights in the Property, expressly or implicitly, and by providing the buyer an Owner's Policy of Title Insurance stating that there were no special exceptions to the title of the Property, the Authority clearly, and convincingly, never intended to reserve these rights.

Therefore, the undersigned attorney hereby respectfully requests that the Authority execute the Release of said "phosphate, minerals, metals and/or petroleum" rights in the Property, attached hereto as Exhibit "A."

Respectfully Submitted



Paul S. West  
*Attorney & Counselor at Law*  
c/o Clayton & McCulloh, P.A.  
1065 Maitland Center Commons Blvd.  
Maitland, FL 32751  
Phone: (407) 875-2655  
Facsimile: (407) 660-4989

PSW:lsg  
attachments: as described hereinabove

Prepared by:  
Paul Stanley West, Esq.  
*Attorney & Counselor at Law*  
c/o Clayton & McCulloh, P.A.  
1065 Maitland Center Commons Blvd.  
Maitland, FL 32751

## RELEASE AFFIDAVIT

Before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the Central Florida Expressway Authority, ("Affiant"), by and through its undersigned authorized signatory, who, after being by me first duly sworn, depose(s) and say(s) that:

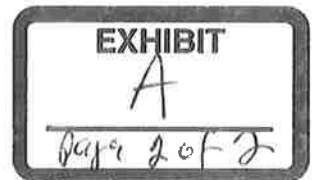
1. Affiant is successor to the Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, pursuant to Section 348.753(2)(a), Florida Statutes.
2. Affiant, by and through its undersigned authorized signatory, for and in consideration of the sum of (\$10.00) TEN and 00/100 DOLLARS and other valuable consideration, in hand this day paid, the receipt and sufficiency of which is hereby acknowledged, hereby releases any and all reservations, right and title it might have pursuant to Section 270.11(1), Florida Statutes, in all the phosphate, minerals, metals and petroleum that may be in, on, or under the below described land pursuant to that certain Special Warranty Deed executed on or about June 9, 1997 by Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, as Grantor, to E.G. Banks, Grantee, recorded on or about June 17, 1997 in Official Records Book 5275, at Pages 264 through 266, inclusive, of the Public Records of Orange County, Florida, to wit:

Commence at the Northwest corner of the Southwest  $\frac{1}{4}$  of said Section 25; thence S 89°58'40" E along the North line of said Southwest  $\frac{1}{4}$  for 50.00 feet; thence S 00°22'48" E for 450.82 feet to the Northwesternly Limited Access right of way line of the East-West Expressway (State Road No. 408) as shown on the right of way map for Project 75008-6410-101; thence N 35°09'44" E along said Limited Access right of way line for 176.67 feet to the POINT OF BEGINNING, said point lying on the East right of way line of Chickasaw Trail as shown on said right of way map for Project 75008-6410-101; thence N 04°55'29" W along said East right of way line for 573.98 feet; thence N 05°16'13" W along said East right of way line 74.58 feet; thence N 79°21'22" E for 386.56 feet; thence S 10°38'38" E for 254.02 feet to said Northwesternly Limited Access right of way line; thence S 38°23'36" W along said Northernly Limited Access right of way line for 596.93 feet to the POINT OF BEGINNING.

Containing 4.175 acres, more or less.  
also known as

Commence at the Northwest corner of the Southwest  $\frac{1}{4}$  of said Section 25; thence S 89°58'40" E along the North line of said Southwest  $\frac{1}{4}$  for 50.00 feet; thence S 00°22'48" E for 450.82 feet to the Northwesternly Limited Access right of way line of the East-West Expressway (State Road No. 408) as shown on the right of way map for Project 75008-8410-101; thence N 35°09'44" E along said Limited Access right of way line for 176.67 feet to the POINT OF BEGINNING, said point lying on the East right of way line of Chickasaw Trail as shown on said right of way map for Project 75008-8410-101; thence N 04°55'29" W along said East right of way line for 573.98 feet; thence N 05°16'13" W along said East right of way line 74.58 feet; thence N 79°21'22" E for 386.58 feet; thence S 10°38'38" E for 254.02 feet to said Northwesternly Limited Access right of way line, thence S 38°23'36" W along said Northwesternly Limited Access right of way line for 598.93 feet to the POINT OF BEGINNING.

3. All recording references set forth herein are to the Public Records of Orange County, Florida, unless otherwise noted.
4. "Affiant," include singular or plural as context so requires or admits.



5. This Release Affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing Community Association Title, Inc. and Old Republic National Title Insurance Company to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein.

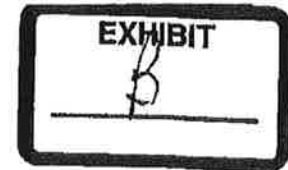
6. This Release Affidavit was approved by the Board of the Central Florida Expressway Authority by a vote of \_\_\_\_\_ after a public hearing duly advertised regarding the foregoing.

Under penalties of perjury, I declare that I have read the foregoing Release and that the facts stated in it are true.

Dated this \_\_\_\_\_, 2016

Central Florida Expressway Authority

[witnesses and acknowledgment]



**ORLANDO - ORANGE COUNTY**

325 SOUTH MAGNOLIA AVENUE, ORLANDO, FLORIDA 32801-4414  
TELEPHONE (407) 425-8606 FAX (407) 649-8304

**MEMORANDUM**

**TO:** Authority Members

**FROM:** Harold Worrall, Executive Director

**DATE:** December 13, 1996

**SUBJECT: Surplus Property  
Parcel 1-141**

A request has been received that the subject property (sketch and legal description attached) be declared surplus by the Authority and advertised for public sale, in conformity with established procedures.

Upon review by staff, it was reported to the Right-of-Way Committee that the described 4.175 acres are surplus to the Authority's needs and that the easterly approximate 2 acres be retained for potential future use for project revisions.

The Right-of-Way Committee agrees with the proposal and recommends the Authority declare the described parcel as surplus and allow that it be sold by public sale, at no less than the appraised value plus appraisal cost, in accordance with established procedures.

HWW/CCS:dm  
Attachment

cc: Charles Sylvester  
Consent Agenda  
Parcel File

A. WAYNE RICH  
Chairman

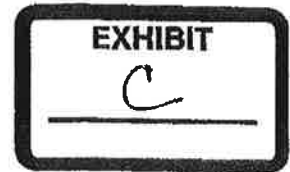
WILLIAM A. BECKETT  
Vice Chairman

INEZ J. LONG  
Secretary/Treasurer

LINDA W. CHAPIN  
Ex Officio Member  
Orange County

NANCY M. HOUSTON  
Ex Officio Member  
Florida Department of  
Transportation

HAROLD W. WORRALL, P.E.  
Executive Director



**ORLANDO - ORANGE COUNTY**

323 SOUTH MAGNOLIA AVENUE, ORLANDO, FLORIDA 32801-4414  
TELEPHONE (407) 425-8406 FAX (407) 849-9304

December 30, 1996

Ms. Nancy Houston, Secretary  
5th District  
Florida Department of Transportation  
719 S. Woodland Blvd.  
DeLand, FL 32720

Re: OOCEA Surplus Property  
Parcel 1-141

Dear Nancy:

Enclosed is a copy of the legal description, sketch and other pertinent information pertaining to the subject parcel which is considered surplus to the needs of the Authority and will be processed for public sale, ~~if the Department has no objection.~~

The property was originally purchased as a remainder of property needed to construct a portion of the extension of the Holland Expressway between Goldenrod Road and Colonial Drive (SR 50). It fronts on and has access to Chickasaw Trail. Right-of-way necessary for future widening of Chickasaw Trail by Orange County has already been acquired on the west side of Chickasaw.

~~Your approval of this proposed action will be appreciated.~~

Sincerely,

Harold W. Worrall  
Executive Director

HWW:dm  
Attachments

cc: Charles Sylvester  
Mike Bierma w/attachments

A. WAYNE RICH  
Chairman

WILLIAM A. BECKETT  
Vice Chairman

INEZ J. LONG  
Secretary/Treasurer

LINDA W. CHAPIN  
Ex Officio Member  
Orange County

NANCY M. HOUSTON  
Ex Officio Member  
Florida Department of  
Transportation

HAROLD W. WORRALL, F.E.  
Executive Director





ENGINEERING  
PLANNING

January 14, 1997

Harold W. Worrall, P.E.  
Executive Director  
Orlando-Orange County Expressway Authority  
525 South Magnolia Avenue  
Orlando, FL 32801

Re: OOCEA Sale of Remnant Property  
Project 101 Parcel 1-141

Dear Mr. Worrall:

We have reviewed the above mentioned parcel proposed for sale by the Authority. In our opinion, that portion of this property that is proposed for sale is surplus and is not needed for the operation of the system.

Furthermore, in our opinion, the Authority is in full compliance with the requirements of Section 3.05 of the Senior Lien Bond Master Resolution and will continue to be in compliance after the proposed sale.

Sincerely,

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

Mike R. Bierma, P.E.  
GEC Program Director

MRB:syc

cc: Charlie Sylvester  
File

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**FLORIDA**

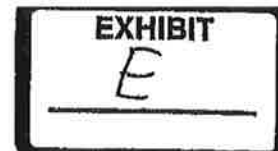
LAWTON CHILES  
GOVERNOR



**DEPARTMENT OF TRANSPORTATION**

719 South Woodland Boulevard DeLand, Florida 32720

BEN G. WATTS  
SECRETARY



Office of the General Counsel  
719 S. Woodland Boulevard  
DeLand, Florida 32720  
(904) 943-5490

March 10, 1997

Mr. Harold W. Worrall  
Orlando-Orange County Expressway Authority  
525 South Magnolia Avenue  
Orlando, FL 32801-4414

Re: OOCEA Surplus Property  
Parcel 1-141

Dear Mr. Worrall:

Please accept this letter as the Department's concurrence in the surplus sale of the subject land. We understand that the Authority has determined that neither District Orange County nor any current or future use of the property is

Please contact me at the telephone number above if I may provide any additional documentation.

Sincerely,

*George S. Lovett*  
George S. Lovett, Esq.  
District General Counsel  
District Five

cc: Nancy M. Houston

ALABAMA EXPRESSWAY AUTHORITY  
MAR 12 PM 2:02



## LEGAL NOTICE OF SALE OF SURPLUS PROPERTY

Notice is hereby given that sealed bids will be received by the Orlando/Orange County Expressway Authority until 10:00 a.m., April 24, 1997, at the O.O.C.E.A. office located at 325 South Magnolia Avenue, Orlando, for the purchase of a surplus parcel of land, known as Parcel #1-141 of the East-West Expressway, Project 101.

The legal description is:

A portion of Section 25, Township 22 South, Range 30 East, Orange County, Florida more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of said Section 25; thence S.89 degrees, 58'40"E. along the North line of said Southwest 1/4 for 50.00 feet; thence S.00 degrees, 22'48"E. for 450.82 feet to the Northwesternly Limited Access Right-of-Way line of the East-West Expressway (State Road No. 408) as shown on the Right-of-Way Map for Project 75008-6410-101; thence N.35 degrees, 09'44"E. along said Limited Access Right-of-Way line for 176.67 feet to the POINT OF BEGINNING, said point lying on the East Right-of-way line of Chickasaw Trail as shown on said Right-of-Way Map for Project 75008-6410-101; thence N.04 degrees, 55'29"W. along said East Right-of-Way line for 573.98 feet; thence N.05 degrees, 16'13"W. along said East Right-of-Way line for 74.58 feet; thence N.79 degrees, 21'22"E. for 386.56 feet; thence S.10 degrees, 38'38"E. for 254.02 feet to said Northwesternly Limited Access Right-of-Way line; thence S.38 degrees, 23'26"W. along said Northwesternly Limited Access Right-of-Way Line for 596.93 feet to the POINT OF BEGINNING.

The above described parcel of land lies in Orange County, Florida and contains 4.175 acres, more or less.

The minimum bid amount to be considered for the above described property is:

One Hundred Five Thousand and no/100 Dollars  
(\$105,000.00)

For additional information and bid forms, prospective buyers must contact the O.O.C.E.A. office at the above address or call (407) 896-8988 or (407) 425-8606. Bidders must submit a cashier's check payable to the O.O.C.E.A. in the amount of 10% of the bid. The successful bidder's check is non-refundable and the closing will occur within 30 days from the date of bid, with the balance of the bid due and payable in full by cashier's check at closing. Title shall be conveyed by special warranty deed. O.O.C.E.A. reserves the right to reject any or all bids.

EXHIBIT

G

SEALED BID

The undersigned does hereby submit a bid of \$175,100.00 for the real property described on the attached legal.

XXX Cashier's Check Money Order for \$ 17,510.00, (10%) of the above bid amount) is attached. I understand that this deposit is non-refundable if I am the successful bidder. If my bid is not accepted, this deposit will be returned within seven (7) days of the bid opening date.

All sealed bids will be opened on April 24, 1997, at 10:00 A.M. at the office of the Orlando/Orange County Expressway Authority at 525 S. Magnolia Avenue, Orlando, Florida.

Closing date shall be within thirty (30) days of the above bid opening date at the law offices of Brad Caswell, 390 N. Orange Avenue, Orlando, Florida 32801. Title shall be conveyed by special warranty deed.

Taxes are to be pro-rated to date of closing. Title Insurance will be available at the Buyer's expense if requested.

XXX Title Insurance NO, Title Insurance)

THE APPRAISAL FEE OF \$1,900.00 & ALL CLOSING COSTS TO BE PAID BY BUYER.

DATED: April 24, 1997.

WITNESSES:

*L.D. P. Koon*  
Harem P. Koon

*E.G. Banks*  
E.G. Banks

Note: This bid should be sealed in an envelope addressed to the Orlando/Orange County Expressway Authority, 525 S. Magnolia Avenue, Orlando, Florida 32801-4414 and clearly identified with the following:

Sealed Bid for Excess Property  
Parcel No. 1-141  
East-West Expressway  
Project No. 101

THIS CHECK IS VOID IF BLUE COLORED BACKGROUND IS ABSENT

**SUNTRUST** No. 3456636

SunTrust Bank, Central Florida, N.A.  
Orlando, Florida

Remitter E.G. Banks Date \*\*April 23, 1997\*\* 83215  
631

Pay SUNTRUST BANK 175,100.00 \$ \*\*17,510.00\*\*  
to the order of \*\*O.O.C.E.A.\*\*

Cashier's Check  
*Carla Keyser*  
Authorized Signature



EXHIBIT

H

*Marvin L. Beaman, Jr., P. A.*

ATTORNEY AT LAW

605 N. WYMORE ROAD

WINTER PARK, FLORIDA 32789-2893

407/628-4200

FAX 407/740-8402

June 10, 1997

Deborah Johnson, Esq.  
Broad and Cassel  
Suite 1100  
390 North Orange Ave.  
Orlando, FL 32801

Re: Orlando-Orange County Expressway  
Authority/ Surplus Property  
Parcel 1-141  
Your File No. 12842-0001  
Our File No. 97-060

Dear Deborah,

In accordance with your letter of June 5, 1997, I have enclosed a cashier's check in the amount of \$162,306.20 together with the original Closing Statement and Disbursement Sheet.

You are authorized to utilize the funds upon the execution of the closing documents, copies of which were provided to this office by your letter of June 5, 1997, by the Seller and in accordance with First American Title Insurance Company Commitment #97-01464.

Best wishes and please return to this office following recording two complete sets of the documents, including the original documents to be retained by the Seller.

Very truly yours,

MARVIN L. BEAMAN, JR.

MLB:

cc E. G. Banks

EXHIBIT

I

PAGE 1 OF 5

## First American Title Insurance Company

Agents File No.: 12842-0001

Parcel No.: 1-141

Commitment No.: 97/04/621

### SCHEDULE A

Date Issued: June 3, 1997

Date Effective: April 30, 1997

1. Policy or Policies to be Issued: Amount of Policy: \$175,100.00  
(a) A.L.T.A. Owner's Policy (10/17/92) (With Florida Modifications)

Proposed Insured: E. G. BANKS

- (b) A.L.T.A. Loan Policy (4/6/90) (With Florida Modifications)

\$N/A

Proposed Insured: N/A

2. The estate or interest in the land described or referred to in this Commitment and covered herein is an estate or interest designated as follows:

FEE SIMPLE

3. Title to the estate or interest in the land described or referred to in this Commitment and covered herein (and designated as indicated in No. 3 above) is, at the effective date hereof, vested in:

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a public corporation of the State of Florida

4. The land referred to in this Commitment is in the State of Florida, County of Orange, and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

BROAD AND CASSEL

By:

*Deborah H. Johnson*

DEBORAH H. JOHNSON, P.A.

Authorized Signatory

**EXHIBIT**

I  
page 2 of 5

## First American Title Insurance Company

Agents File No.: 12842-0001  
Parcel No.: 1-141

Commitment No.: 97.01464

### SCHEDULE B-I (Requirements)

The following are the requirements to be complied with:

1. Payment to, or for the account of, the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment of all taxes, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid in full.
4. Instruments in insurable form which must be properly executed, delivered and duly filed for record:
  - a. Special Warranty Deed from Orlando-Orange County Expressway Authority, a public corporation under the laws of the State of Florida, to E.G. Banks, conveying the land described in Exhibit "A".
5. Execution of documents as per Real Estate Purchase Agreement.

**END OF SCHEDULE B-I**

## First American Title Insurance Company

Agents File No.: 12842-0001

Commitment No.: 97.01464

Parcel No.: 1-141

## SCHEDULE B-II

(Exceptions)

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
  - a. Rights or claims of parties in possession not shown by the public records.
  - b. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
  - c. Easements, or claims of easements, not shown by the public records.
  - d. Any lien, or right to a lien, for service, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
  - e. Taxes or special assessments which are not shown as existing liens by the public records.
  - f. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
  - g. Taxes and assessments for the year 1997 and subsequent years.
3. Standard exceptions (b) and (c) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.
4. Standard exceptions (a) and (d) may be removed upon receipt of a satisfactory affidavit-indemnity from the party shown in title and in possession stating who is in possession of the lands and whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing.

**TAXES:**

1997 Real Property Taxes are exempt from taxation while owned by the Orlando-Orange County Expressway Authority.

END OF SCHEDULE B-II

EXHIBIT

I

Page 4 of 5

**EXHIBIT "A"**

A portion of Section 25, Township 22 South, Range 30 East, Orange County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Southwest  $\frac{1}{4}$  of said Section 25; thence S.  $89^{\circ}58'40''$  E. along the North line of said Southwest  $\frac{1}{4}$  for 50.00 feet; thence S.  $00^{\circ}22'48''$  E. for 450.82 feet to the Northwestern Limited Access Right-of-Way line of the East-West Expressway (State Road No. 408) as shown on the Right-of-Way Map for Project 75008-6410-101; thence N.  $35^{\circ}09'44''$  E. along said Limited Access Right-of-Way line for 176.67 feet to the POINT OF BEGINNING, said point lying on the East Right-of-Way line of Chickasaw Trail as shown on said Right-of-Way Map for Project 75008-6410-101; thence N.  $04^{\circ}55'29''$  W. along said East Right-of-Way line for 573.98 feet; thence N.  $05^{\circ}16'13''$  W. along said East Right-of-Way line for 74.58 feet; thence N.  $79^{\circ}21'22''$  E. for 386.56 feet; thence S.  $10^{\circ}38'38''$  E. for 254.02 feet to said Northwestern Limited Access Right-of-Way line; thence S.  $38^{\circ}23'36''$  W. along said Northerly Limited Access Right-of-Way line for 596.93 feet to the POINT OF BEGINNING.

Containing 4.175 acres, more or less.



**CONDITIONS****1. DEFINITIONS**

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

**2. LATER DEFECTS**

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

**3. EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

**4. LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section 1

or

Eliminate, with our written consent, any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

**5. CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

OWNER'S AFFIDAVITSTATE OF FLORIDA  
COUNTY OF ORANGE

Before me, an officer authorized to administer oaths and take acknowledgments, personally appeared this day A. Wayne Rich, who being by me duly sworn, deposes and says that:

1. I am the Chairman of the Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, (the "Authority"). I have been duly authorized by the Authority to execute this affidavit, the special warranty deed and all other documents necessary or desirable to consummate the sale of the Property (as defined herein) to E. G. Banks (hereafter, the "Buyer").

2. The real property located in Orange County, Florida and as further described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), is in the possession of the Authority and no person or entity other than the Authority has, to my knowledge, asserted any claim to possession of the Property or any portion thereof. There are no tenancies or leases affecting the Property or any portion thereof.

3. To my knowledge, no work or labor has been commenced or performed or materials furnished to, on or about the Property except that which was fully completed more than ninety (90) days prior to the date hereof.

4. To my knowledge, there are no unpaid bills or indebtedness for any labor done or materials furnished at any time upon or in connection with the Property which could be or out of which could arise any construction liens against the Property or any part thereof.

5. To my knowledge, no Notice to Owner or Claim of Lien as provided in Florida Statutes 713.01 et seq., has been filed or served with respect to the Property.

6. The title to the Property has not been disputed or questioned, and I know of no facts by reason of which title to or possession of the Property might be disputed or questioned, or by reason of which any claim to the Property, or any part thereof, or any interest therein might be asserted adversely to the Authority.

7. I do not know of any mortgage, judgment, federal tax lien, construction lien, or any other lien or encumbrance of any kind or nature whatsoever which constitutes a lien charge or encumbrance on the Property, except as set forth in First American Title Insurance Commitment Number 97.01464 (the "Commitment") issued in connection with this transaction.

8. There are no matters pending against the Authority that might give rise to a lien or other encumbrance that has attached or would attach to the Property between April 30, 1997, the effective date of the above referenced Commitment, and the recording of the deed from the Authority to the Buyer of even date herewith, and I hereby covenant that I have not executed or recorded, nor will I execute or permit the execution or recording of any instrument that would adversely affect the title to the Property or any interest therein.

EXHIBIT

J

Page 2 of 3

9. This affidavit is made to induce the Buyer to purchase the Property and to induce First American Title Insurance Company to insure the title to the Property, and I understand that ~~material~~ Reliance will be placed upon this affidavit by the aforementioned parties, as well as by the firm of Broad and Cassel.

FURTHER AFFIANT SAYETH NAUGHT.

DATED the 9th day of June, 1997.

A. Wayne Rich  
A. WAYNE RICH

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 1997, by A. Wayne Rich, who is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.



TAMMY A. BOYER  
My Comm Exp. 4/20/2001  
Bonded By Service Ins  
No. CC639901  
☒ Personally Known ☐ Other I.D.

Tammy A. Boyer  
Notary Public  
Tammy A. Boyer  
(Print Name)

Notary Public, State of Florida  
Commission No. 639901  
My commission expires: 4/20/2001

**EXHIBIT "A"**  
**Legal Description**

A portion of Section 25, Township 22 South, Range 30 East, Orange County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Southwest  $\frac{1}{4}$  of said Section 25; thence S.  $89^{\circ}58'40''$  E. along the North line of said Southwest  $\frac{1}{4}$  for 50.00 feet; thence S.  $00^{\circ}22'48''$  E. for 450.82 feet to the Northwestern Limited Access Right-of-Way line of the East-West Expressway (State Road No. 408) as shown on the Right-of-Way Map for Project 75008-6410-101; thence N.  $35^{\circ}09'44''$  E. along said Limited Access Right-of-Way line for 176.67 feet to the POINT OF BEGINNING, said point lying on the East Right-of-Way line of Chickasaw Trail as shown on said Right-of-Way Map for Project 75008-6410-101; thence N.  $04^{\circ}55'29''$  W. along said East Right-of-Way line for 573.98 feet; thence N.  $05^{\circ}16'13''$  W. along said East Right-of-Way line for 74.58 feet; thence N.  $79^{\circ}21'22''$  E. for 386.56 feet; thence S.  $10^{\circ}38'38''$  E. for 254.02 feet to said Northwestern Limited Access Right-of-Way line; thence S.  $38^{\circ}23'36''$  W. along said Northerly Limited Access Right-of-Way line for 596.93 feet to the POINT OF BEGINNING.

Containing 4.175 acres, more or less.

EXHIBIT

K

Page 1 of 3

Prepared By and Return To:

Deborah H. Johnson, P.A.  
Broad and Cassel  
Barnett Bank Center  
P.O. Box 4961  
Orlando, Florida 32802-4961

Orange Co FL 1997-0216871  
061797 10:31:50am  
OR Bk 5275 Pg 264  
Rec 15.00 DSC 1,225.70

For Recording Purposes Only

TURN TO:  
Identity Title  
2433 Lee Road  
Winter Park, Florida 32789

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made and executed the 9th day of June, 1997, by ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a public corporation of the State of Florida, whose taxpayer identification number is 59-1021557 and whose address is 525 South Magnolia Avenue, Orlando, Florida, 32801, hereinafter referred to as "Grantor," to E. G. BANKS, whose tax payer identification number is [REDACTED] and whose address is 5 Shadow Lane, Maitland, Florida, 32751, hereinafter called the "Grantee".

**W I T N E S S E T H:**

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Orange County, Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND  
INCORPORATED HEREIN BY THIS REFERENCE.**

**PARCEL IDENTIFICATION NUMBER: NONE**

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND the Grantor hereby covenants with said Grantee that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other and that the premises are free from all encumbrances except for matters of record; provided, reference thereto shall not serve to reimpose same.





OR Bk 5275 Pg 265  
Orange Co FL 1997-0216871

For Recording Purposes Only

AND by acceptance of this deed the Grantee acknowledges and agrees that this conveyance is being made "as-is" and "where-is", without representation or warranty except as provided herein.

IN WITNESS WHEREOF, the said Grantor has signed and sealed the presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

ORLANDO-ORANGE COUNTY  
EXPRESSWAY, a public corporation of  
the State of Florida

Tammy A. Boyer  
Witness  
Tammy A. Boyer  
(Print Name)

By: A. Wayne Rich  
A. WAYNE RICH, Chairman

Bobbie A. Holley  
Witness  
Bobbie A. Holley  
(Print Name)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 1997, by A. Wayne Rich, as Chairman of Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, on behalf of said corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.



Tammy A. Boyer  
(Signature of Notary Public)

Tammy A. Boyer  
(Typed name of Notary Public)

Notary Public, State of Florida  
Commission No. 639901  
My commission expires: 4/20/2001



OR Bk 5275 Pg 266  
Orange Co FL 1997-0216871

Recorded - Martha D. Haynie

For Recording Purposes Only

### EXHIBIT "A"

A portion of Section 25, Township 22 South, Range 30 East, Orange County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Southwest  $\frac{1}{4}$  of said Section 25; thence S.  $89^{\circ}58'40''$  E. along the North line of said Southwest  $\frac{1}{4}$  for 50.00 feet; thence S.  $00^{\circ}22'48''$  E. for 450.82 feet to the Northwesternly Limited Access Right-of-Way line of the East-West Expressway (State Road No. 408) as shown on the Right-of-Way Map for Project 75008-6410-101; thence N.  $35^{\circ}09'44''$  E. along said Limited Access Right-of-Way line for 176.67 feet to the POINT OF BEGINNING, said point lying on the East Right-of-Way line of Chickasaw Trail as shown on said Right-of-Way Map for Project 75008-6410-101; thence N.  $04^{\circ}55'29''$  W. along said East Right-of-Way line for 573.98 feet; thence N.  $05^{\circ}16'13''$  W. along said East Right-of-Way line for 74.58 feet; thence N.  $79^{\circ}21'22''$  E. for 386.56 feet; thence S.  $10^{\circ}38'38''$  E. for 254.02 feet to said Northwesternly Limited Access Right-of-Way line; thence S.  $38^{\circ}23'36''$  W. along said Northernly Limited Access Right-of-Way line for 596.93 feet to the POINT OF BEGINNING.

Containing 4.175 acres, more or less.



**First American Title Insurance Co.**

Agent's File No. 12842-0001  
Parcel No. 1-141

Policy No.: FA-35-120426

**SCHEDULE A**

Date Issued: July 30, 1997  
Date Effective: June 17, 1997 at 10:31 a.m.

Amount of Policy: \$175,100.00

1. Name of Insured:  
**E. G. BANKS**
2. The estate or interest in the land which is covered by this policy is:  
**FEE SIMPLE**
3. Title to the estate or interest in the land is vested in:  
**E. G. BANKS**
4. The land referred to in this policy is described as follows:  
See Exhibit "A" attached hereto and incorporated herein by this reference.

**BROAD AND CASSEL**

By: Deborah H. Johnson  
Deborah H. Johnson, P.A.

Authorized Signatory

***First American Title Insurance Co.***

Agent's File No. 12842-0001  
Parcel No. 1-141

Policy No.: FA-35-120426

**SCHEDULE B**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

**General Exceptions:**

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
6. Taxes or special assessments which are not shown as existing liens by the public records.

**Note: Items 1, 4, and 6 are hereby deleted.**

**Special Exceptions:**

7. None.



***First American Title Insurance Co.***

Agent's File No. 12842-0001  
Parcel No. 1-141

Policy No.: FA-35-120426

**EXHIBIT "A"  
LEGAL DESCRIPTION**

A portion of Section 25, Township 22 South, Range 30 East, Orange County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Southwest  $\frac{1}{4}$  of said Section 25; thence S.  $89^{\circ}58'40''$  E. along the North line of said Southwest  $\frac{1}{4}$  for 50.00 feet; thence S.  $00^{\circ}22'48''$  E. for 450.82 feet to the Northwesternly Limited Access Right-of-Way line of the East-West Expressway (State Road No. 408) as shown on the Right-of-Way Map for Project 75008-6410-101; thence N.  $35^{\circ}09'44''$  E. along said Limited Access Right-of-Way line for 176.67 feet to the POINT OF BEGINNING, said point lying on the East Right-of-Way line of Chickasaw Trail as shown on said Right-of-Way Map for Project 75008-6410-101; thence N.  $04^{\circ}55'29''$  W. along said East Right-of-Way line for 573.98 feet; thence N.  $05^{\circ}16'13''$  W. along said East Right-of-Way line for 74.58 feet; thence N.  $79^{\circ}21'22''$  E. for 386.56 feet; thence S.  $10^{\circ}38'38''$  E. for 254.02 feet to said Northwesternly Limited Access Right-of-Way line; thence S.  $38^{\circ}23'36''$  W. along said Northernly Limited Access Right-of-Way line for 596.93 feet to the POINT OF BEGINNING.



EXHIBIT

M - Page 1 of 14  
Compton

OFF REC 113 PAGE 487

Section 78080-2403  
Project  
State Road 9 (I-95)

67 5199

QUITCLAIM DEED

THIS INDENTURE, made this 16<sup>th</sup> day of October, 1967, by and between the STATE OF FLORIDA, by and through its component agency, the STATE ROAD DEPARTMENT OF FLORIDA, as the party of the first part, and CUMMER LAND COMPANY (formerly Cummer Lime and Manufacturing Company), as party of the second part;

WITNESSETH:

WHEREAS, the land hereinafter described was heretofore acquired for state highway purposes; and

WHEREAS, said land is no longer required for such purposes, and the party of the first part, by Board action on September 22, 1967, pursuant to the provisions of Section 337.25, F.S., has agreed to quitclaim the land hereinafter described to the party of the second part;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the party of the first part, for and in consideration of the premises and the sum of One Dollar and other valuable considerations to it paid by the party of the second part, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim unto the party of the second part, its successors and assigns forever, all the right, title and interest of the State of Florida and/or the State Road Department in and to the following described real property, situated lying and being in the County of St. Johns, in the State of Florida, to wit:

PART PARCEL NO. 109.1 IN SRD #4

SERVICE ROAD NO. 3 - RIGHT ROAD 9

That part of

The W $\frac{1}{2}$  South of County Road 5, in Section 4, Township 3 South, Range 28 East,

lying East and within 25 feet and West and within 41 feet of a survey line described as follows:

EXHIBIT

M-Page 2 of 14  
(Compos. 12)

OFF REC 113 PAGE 488

Commence on the South boundary of the NW 1/4 of Section 4, Township 5 South, Range 23 East, at a point 25 feet West from the Southeast corner thereof, run thence South 00° 17' 24" East 252.91 feet to the Point of Beginning, run thence North 00° 17' 24" West 2239.43 feet to the South boundary of the existing 66 foot right of way for County Road No. 5;

Containing 3.39 Acres, more or less; ALSO,

PARCEL NO. 110.1 IN SRD #7

BORROW PIT NO. 1 LEFT (WEST) STATION 34+00

That part of:

Fractional Section 10, Township 6 South, Range 23 East, described as follows:

Commence on the North line of said Fractional Section 10, at a point 2512.35 feet West of the Northeast corner thereof; and run South 27° 29' 51" East 3645.77 feet; thence South 62° 30' 09" West 450 feet to the Northeast corner of Borrow Pit No. 1 and the POINT OF BEGINNING; from said Point of Beginning run North 23° 59' 03" West 660 feet; thence South 01° 00' 52" West 660 feet; thence South 23° 59' 03" East 660 feet; thence North 01° 00' 52" East 660 feet to the Point of Beginning;

Containing 10 acres, more or less; ALSO

HAUL ROAD FOR BORROW PIT NO. 1

That part of:

Fractional Section 10, as aforesaid, described as follows:

Begin at the Northeast corner of Borrow Pit No. 1 as located above, and run South 01° 00' 52" West 56.90 feet; thence North 62° 30' 09" East 327.16 feet to the West right of way line of State Road 9 (I-95), thence North 27° 29' 51" West 50 feet; thence South 62° 30' 09" West 300 feet to the Point of Beginning;

Containing 0.36 acre, more or less; ALSO

PARCEL NO. 111.1 IN SRD #7

BORROW PIT NO. 2 RIGHT (EAST) STATION 83+33.80

That part of:

Section 3, Township 6 South, Range 23 East, described as follows:

Commence on the South line of said Section 3, at a point 2512.35 feet West of the Southeast corner thereof; and run North 27° 29' 51" West 1783.11 feet; thence North 62° 30' 09" East 450 feet to the Southwest corner of Borrow Pit No. 2 and the POINT OF BEGINNING; from said Point of Beginning run North 00° 41' 09" East 640 feet; thence South 89° 18' 51" East 640 feet; thence South 00° 41' 09" West 640 feet; thence North 89° 18' 51" West 640 feet to the Point of Beginning;

Containing 9.4 acres, more or less; ALSO



EXHIBIT

M - Page 3 of 14  
Composite

OFF REC 113 PAGE 489

HAUL ROAD FOR BORROW PIT NO. 2

That part of:

Section 3, Township 6 South, Range 23 East, described as follows:

Begin at the Southwest corner of Borrow Pit No. 2 as located above, and run North  $00^{\circ}41'09''$  East 56.73 feet; thence South  $62^{\circ}30'09''$  West 326.79 feet to the East right of way line of State Road 9 (I-95); thence South  $27^{\circ}29'51''$  East 50 feet; thence North  $62^{\circ}30'09''$  East 300 feet to the Point of Beginning;

Containing 0.36 acre, more or less; ALSO

PARCEL NO. 112.1 in SRD #7

BORROW PIT NO. 3 LEFT (WEST) STATION 138+94.62

That part of:

Section 33, Township 5 South, Range 23 East, described as follows:

Commence on the North line of said Section 33 at a point 2041.66 feet West of the Northeast corner thereof; and run South  $27^{\circ}29'51''$  East 4923.23 feet; thence South  $31^{\circ}06'09''$  West 423.05 feet; thence South  $00^{\circ}56'15''$  East 70.04 feet to the Northeast corner of Borrow Pit No. 3 and the POINT OF BEGINNING; From said Point of Beginning continue South  $00^{\circ}56'15''$  East 650 feet; thence South  $89^{\circ}03'45''$  West 650 feet; thence North  $00^{\circ}56'15''$  West 650 feet; thence North  $89^{\circ}03'45''$  East 650 feet to the POINT OF BEGINNING;

Containing 5.70 acres, more or less; ALSO

HAUL ROAD FOR BORROW PIT NO. 3

That part of:

Section 33, Township 5 South, Range 23 East, described as follows:

Begin at the Northeast corner of Borrow Pit No. 3 as located above, and run South  $89^{\circ}03'45''$  West 50 feet; thence North  $00^{\circ}56'15''$  West 142.53 feet; thence North  $81^{\circ}06'09''$  East 296.44 feet to the Westerly right of way line of State Road 9 (I-95); thence South  $27^{\circ}29'51''$  East 52.76 feet; thence South  $81^{\circ}06'09''$  West 259.73 feet; thence South  $00^{\circ}56'15''$  East 99.04 feet to the POINT OF BEGINNING;

Containing 0.46 acre, more or less; ALSO

PARCEL NO. 116.1 in SRD #7

BORROW PIT NO. 7 RIGHT (EAST) STATION 331+12.63

That part of:

The Joseph Prevatt Grant, Section 46, Township 5 South, Range 23 East, described as follows:



EXHIBIT

M-Page 4 of 14  
Comps 42

REC 113 PAGE 490

Commence on the South line of Section 4, said Township and Range, at a point 915.12 feet East of the Southwest corner thereof, said point being on a curve concave to the Westerly and having a radius of 7639.44 feet; thence from a tangent bearing of South 01°21'53" West run Southerly along said curve through a central angle of 2°37'31" a distance of 350.04 feet to the end of curve; thence South 3°59'24" West 2312.16 feet; thence North 84°55'24" East 453.92 feet; thence South 00°01'18" East 25.10 feet to the Northwest corner of Borrow Pit No. 7 and the POINT OF BEGINNING; From said Point of Beginning continue South 00°01'18" East 785 feet; thence North 89°58'42" East 400 feet; thence North 00°01'18" West 735 feet; thence South 89°58'42" West 400 feet to the Point of Beginning;

Containing 7.21 acres, more or less; ALSO

HAUL ROAD FOR BORROW PIT NO. 7

That part of:

The Joseph Prevatt Grant, Section 45, Township 5 South, Range 28 East, described as follows:

Commence on the South line of Section 4, said Township and Range, at a point 915.12 feet East of the Southwest corner thereof, said point being on a curve concave to the Westerly and having a radius of 7639.44 feet; thence from a tangent bearing of South 01°21'53" West run Southerly along said curve through a central angle of 2°37'31" a distance of 350.04 feet to the end of curve; thence South 3°59'24" West 2312.16 feet; thence North 84°55'24" East 151.50 feet to the Easterly right of way line of State Road 9 (I-95) for a POINT OF BEGINNING; From said Point of Beginning continue North 84°55'24" East 302.02 feet; thence South 00°01'18" East 25.10 feet to the Northwest corner of Borrow Pit No. 7 as located above; thence North 89°58'42" East 50 feet; thence North 00°01'18" West 79.72 feet; thence South 84°55'24" West 343.66 feet to said right of way line of State Road 9; thence South 03°59'24" West along said right of way line 50.63 feet to the Point of Beginning;

Containing 0.42 acre, more or less; ALSO

PARCEL NO. 117.1 in SRD #7

BORROW PIT NO. 8 RIGHT (EAST) STATION 424+13.93

That part of:

The SW 1/4 of Section 4, Township 5 South, Range 28 East, described as follows:

Commence on the South line of said Section 4 at a point 915.12 feet East of the Southwest corner thereof, said point being on a curve concave to the Westerly and having a radius of 7639.44 feet; thence from a tangent bearing of North 01°21'53" East run Northerly along said curve through



**EXHIBIT**

*M-Page 5 of 14*  
*(Compos. 12)*

REC 113 PAGE 491

a central angle of  $12^{\circ}18'23''$  a distance of 1641.05 feet; thence North  $63^{\circ}53'05''$  East 358.45 feet; thence North  $88^{\circ}36'24''$  East 179.33 feet to the Northwest corner of Borrow Pit No. 8 and the POINT OF BEGINNING; From said Point of Beginning continue North  $88^{\circ}36'24''$  East 500 feet; thence South  $01^{\circ}23'36''$  East 500 feet; thence South  $88^{\circ}36'24''$  West 500 feet; thence North  $01^{\circ}23'36''$  West 500 feet to the Point of Beginning;

Containing 5.74 acres, more or less; ALSO

HAUL ROAD FOR BORROW PIT NO. 8

That part of:

The NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 4, described as follows:

Commence on the South line of said Section 4 at a point 915.12 feet East of the Southwest corner thereof, said point being on a curve concave to the Westerly and having a radius of 7639.44 feet; thence from a tangent bearing of North  $01^{\circ}21'53''$  East run Northerly along said curve through a central angle of  $12^{\circ}18'23''$  a distance of 1641.05 feet; thence North  $63^{\circ}53'05''$  East 155.42 feet to the Easterly right of way line of State Road 9 (I-95) for a Point of Beginning; from said Point of Beginning continue North  $63^{\circ}53'05''$  East 203.03 feet; thence North  $88^{\circ}36'24''$  East 179.33 feet to the Northwest corner of Borrow Pit No. 8 as located above; thence South  $01^{\circ}23'36''$  East 50 feet; thence South  $88^{\circ}36'24''$  West 168.37 feet; thence South  $63^{\circ}53'05''$  West 205.63 feet, more or less, to said right of way line of State Road 9; thence Northerly along said right of way line 51.81 feet, more or less, to the Point of Beginning;

Containing 0.43 acre, more or less; ALSO

PARCEL NO. 118.1 in SW $\frac{1}{4}$

BORROW PIT NO. 9 LEFT (WEST) STATION 446+50

That part of:

The NE $\frac{1}{4}$  of Section 5 (Except part North of County Road No. 5) in Township 5 South, Range 28 East, described as follows:

Commence on the North line of said Section 5 at a point 952.84 feet West of the Northeast corner thereof and run South  $40^{\circ}25'21''$  East 279.61 feet to the beginning of a curve concave to the Southwesterly and having a radius of 7639.44 feet; thence along said curve through a central angle of  $12^{\circ}43'25''$  a distance of 1696.51 feet, thence South  $62^{\circ}18'05''$  West 450 feet for a POINT OF BEGINNING; From said Point of Beginning run North  $01^{\circ}31'22''$  West 100 feet; thence South  $89^{\circ}23'33''$  West 530 feet; thence South  $01^{\circ}31'22''$  East 630 feet; thence North  $89^{\circ}23'33''$  East 530 feet; thence North  $01^{\circ}31'22''$  West 530 feet to the Point of Beginning (EXCEPTING therefrom any part lying within 450 feet of the survey line of State Road 9 (I-95), Section 78030-2403);

Containing 9.0 acres, more or less; ALSO



EXHIBIT

M. Page 6 of 14  
Composers

OFF REC 113 PAGE 492

HAUL ROAD FOR BORROW PIT NO. 9

That part of:

The  $\frac{1}{2}$  of NW $\frac{1}{4}$  South of County Road No. 5, in Section 4, Township 5 South, Range 23 East, and the NE $\frac{1}{4}$  of Section 5 (EXCEPT that part North of County Road No. 5), said Township and Range, described as follows:

Commence on the North line of said Section 5 at a point 952.84 feet West of the Northeast corner thereof and run South 40°25'21" East 279.61 feet to the Beginning of a curve concave to the Southwesterly and having a radius of 7639.44 feet; thence along said curve through a central angle of 12°43'26" a distance of 1696.51 feet; thence South 62°18'05" West 150 feet to the Westerly right of way line of State Road 9 (I-95) for a Point of Beginning; from said Point of Beginning continue South 62°18'05" West 300 feet; thence South 01°31'22" East 55.71 feet; thence North 62°18'05" East 324.58 feet, more or less, to said right of way line of State Road 9; thence Northwesterly along said right of way line 50 feet, more or less, to the Point of Beginning;

Containing 0.36 acre, more or less.

RESERVING unto the party of the first part all rights of ingress, egress, light, air and view between the foregoing described borrow pit haul roads and the limited access right of way line of Interstate Route 95.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the State of Florida, by and through its component agency, the State Road Department of Florida, has caused these presents to be signed in the name of the State of Florida and in the name of the State Road Department of Florida, by its Executive Director, and its seal to be hereunto affixed, attested by its Secretary, on the date first above written.

Signed, sealed and delivered in our presence as witnesses:

THE STATE OF FLORIDA  
STATE ROAD DEPARTMENT OF FLORIDA

BY: *John W. Cullen*  
Executive Director

ATTEST: *John W. Cullen* (SEAL)  
Secretary

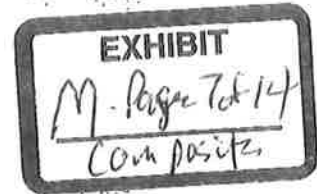
*Mary Wick*  
*Carolyn J. Senn*

- 6 -

APPROVED AS TO FORM, LEGALITY AND EXECUTION  
FOR THE STATE ROAD DEPARTMENT

BY: *John W. Cullen*  
ASSISTANT ATTORNEY

STATE ROAD DEPARTMENT OF FLORIDA  
DIVISION OF RIGHTS OF WAY  
DESCRIPTION APPROVED  
OCT 4 1967  
By *J. T. C.*



REF 113 PAGE 493

STATE OF FLORIDA )

COUNTY OF LEON )

BEFORE ME, the undersigned authority, this day personally appeared JOHN W. CASHIN and P. K. STRICKLAND, Executive Director and Secretary of the State Road Department of Florida, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said State Road Department of Florida, and the said instrument is the act and deed of said Department.

WITNESS my hand and official seal this 16<sup>th</sup> day of October, 1967.



*Laurinda J. Turkland*  
Notary Public, State of Fla. at Large

Notary Public, State of Florida at Large  
My Commission Expires July 19, 1971  
Bonded by American Fire & Casualty Co.



FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.

Nov 13 3 05 PM '67

*[Signature]*  
CLERK, CIRCUIT COURT  
ST. JOHNS COUNTY

- 7 -

VERIFIED BY  
*[Signature]*

Section 78080-2403  
Project  
State Road 9 (I-95)

OFF REC 113 PAGE 494

67 5200

DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the State Road Department of Florida has heretofore acquired title to the hereinafter described lands for use for state highway purposes; and

WHEREAS, said land is no longer required for said purposes, and the State Road Department of Florida has no further use of said land for any purpose; and

WHEREAS, the State Road Department, by formal action of its Board of September 22, 1967, authorized the release of said land;

NOW, THEREFORE, the State of Florida, by and through its component agency, the State Road Department of Florida, in consideration of the premises and in pursuance of the provisions of Section 337.25, F.S., does hereby disclaim, release, renounce and surrender all of the right, title, easement and interest of the State Road Department of Florida, in and to the following described land in

St. Johns County, Florida, to wit:

SRD #122.1

BORROW PIT NO. 1 EXTENSION LEFT (WEST) STATION 34+00

That part of:

Fractional Section 10, Township 6 South, Range 23 East, described as follows:

Commence on the North line of said Fractional Section 10 at a point 2512.35 feet West of the Northeast corner thereof and run South 27°29'51" East 3645.77 feet; thence South 62°30'09" West 450 feet to the Northeast corner of Borrow Pit No. 1; thence South 1°00'52" West 56.90 feet to the POINT OF BEGINNING; thence continue South 1°00'52" West 603.10 feet; thence North 88°59'03" West 660 feet; thence North 1°00'52" East 660 feet; thence North 88°59'03" West 100 feet; thence South 2°00'52" West 710 feet; thence South 88°59'03" East 610 feet; thence North 1°00'52" East 630.26 feet; thence South 62°30'09" West to the Point of Beginning;

Containing 3.153 acres, more or less; ALSO,

SRD #123.1

BORROW PIT NO. 2 EXTENSION RIGHT (EAST) STATION 89+33.83

That part of:



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Section 3, Township 6 South, Range 23 East, described as follows:

Commence on the South line of said Section 3 at a point 2512.35 feet West of the Southeast corner thereof, and run North 27°29'51" West 1733.11 feet; thence North 62°30'09" East 450 feet to the Southwest corner of Borrow Pit No. 2 and the POINT OF BEGINNING; thence South 89°18'51" East 640 feet; thence North 0°41'09" East 640 feet; thence North 89°18'51" West 640 feet; thence South 0°41'09" West 583.27 feet; thence South 62°30'09" West 56.73 feet; thence North 0°41'09" East 660.06 feet; thence South 89°18'51" East 720 feet; thence South 0°41'09" West 715 feet; thence North 89°18'51" West 716.66 feet; thence North 62°30'09" East to the Point of Beginning;

Containing 2.35 acres, more or less; ALSO

SRD #124.1

BORROW PIT NO. 3 EXTENSION LEFT (WEST) STATION 133+94.62

That part of:

Section 4, Township 6 South, Range 23 East, and Section 33, Township 5 South, Range 23 East, described as follows:

Commence on the North line of said Section 33 at a point 2041.66 feet West of the Northeast corner thereof and run South 27°29'51" East 4923.23 feet; thence South 21°06'09" West 423.05 feet; thence South 00°56'15" East 74.04 feet for a POINT OF BEGINNING; thence continue South 00°56'15" East 675 feet; thence South 89°03'45" West 650 feet; thence North 00°56'15" West 650 feet; thence North 89°03'45" East 600 feet; thence North 00°56'15" West 25 feet; thence South 89°03'45" West 625 feet; thence South 00°56'15" East 700 feet; thence North 89°03'45" East 700 feet; thence North 00°56'15" West 700 feet; thence South 89°03'45" West 25 feet to the Point of Beginning;

Containing 1.521 acres, more or less; ALSO

SRD #125.1

BORROW PIT NO. 7 EXTENSION RIGHT (EAST) STATION 381+12.68

That part of:

The Joseph Prevatt Grant, Section 46, Township 5 South, Range 23 East, and Section 9, said Township and Range, described as follows:

Commence on the South line of Section 4, said Township and Range, at a point 915.12 feet East of the Southwest corner thereof, said point being on a curve concave to the West and having a radius of 7639.44 feet, thence from a tangent bearing of South 01°21'53" West run Southerly along said curve through a central angle of 2°37'31" a distance of 350.04 feet to the end of curve; thence South 3°59'24" West 2312.16 feet; thence North 84°55'24" East 453.92 feet;

M-10, 11, 12 of 14  
ComposedREF 113 PAGE 496  
REC

thence South 00°01'18" East 430.10 feet for a POINT OF BEGINNING; thence continue South 00°01'18" East 380 feet; thence North 89°58'42" East 400 feet; thence North 00°01'18" West 735 feet; thence North 89°58'42" East 20 feet; thence South 00°01'18" East 805 feet; thence South 89°58'42" West 520 feet; thence North 00°01'18" West 400 feet; thence North 89°58'42" East 100 feet to the Point of Beginning;

Containing 1.471 acres, more or less; ALSO

SRD #126.1

BORROW PIT NO. 8 EXTENSION RIGHT (EAST) STATION 424+15.93

That part of

The SW $\frac{1}{4}$  of Section 4, Township 5 South, Range 28 East, described as follows:

Commence on the South line of said Section 4 at a point 915.12 feet East of the Southwest corner thereof, said point being on a curve concave to the West and having a radius of 7639.44 feet; thence from a bearing of North 01°21'53" East run Northerly along said curve, with a central angle of 12°18'23" a distance of 1641.03 feet; thence North 63°53'05" East 358.45 feet; thence North 88°36'24" East 179.33 feet to the Northwest corner of Borrow Pit No. 8 and the POINT OF BEGINNING; from said Point of Beginning continue North 88°36'24" East 500 feet; thence South 01°23'36" East 500 feet; thence South 88°36'24" West 500 feet; thence North 01°23'36" West 450 feet; thence South 88°36'24" West 10 feet; thence South 01°23'36" East 460 feet; thence North 88°36'24" East 520 feet; thence North 01°23'36" West 520 feet; thence South 88°36'24" West 520 feet; thence South 01°23'36" East 10 feet; thence North 88°36'24" East 10 feet to the Point of Beginning;

Containing 0.457 acres, more or less.

RESERVING unto the Florida State Road Department all rights of ingress, egress, light, air and view between the foregoing described borrow pits and the limited access right of way line of Interstate Route 95.

IN WITNESS WHEREOF, the State Road Department of

Florida has caused these presents to be signed in the name of the State of Florida and in the name of the State Road Department of Florida, by its Executive Director, and its seal to be

STATE ROAD DEPARTMENT OF FLORIDA  
DIVISION OF RIGHTS OF WAY  
DESCRIPTION APPROVED  
OCT 4 1967



M. P. 1101/4  
Comptroller

REC 113 PAGE 497

hereto affixed, attested by its Secretary on this 16<sup>th</sup> day of  
October, 1967.

## WITNESSES:

Mary W. W. W.  
Carolyn Scavalia

THE STATE OF FLORIDA  
STATE ROAD DEPARTMENT OF FLORIDA

BY: John W. Cashin  
Executive Director

ATTEST: F. K. Strickland (SEAL)

STATE OF FLORIDA )

COUNTY OF LEON )

AS WITNESS, I have signed and sealed this instrument  
in the presence of the undersigned witnesses, and they  
have signed and sealed the same in the presence of me,  
Assistant Attorney General.

BEFORE ME, the undersigned authority, this day personally  
appeared JOHN W. CASHIN and F. K. STRICKLAND, Executive Director  
and Secretary, respectively, of the State Road Department of  
Florida, to me known to be the persons described in and who exe-  
cuted the foregoing instrument, and they severally acknowledged  
the execution thereof to be their free act and deed as such  
officers for the uses and purposes therein mentioned, and that  
they affixed thereto the official seal of said State Road Depart-  
ment of Florida and the said instrument is the act and deed of said  
Department.

WITNESS my hand and official seal this 16<sup>th</sup> day of  
October, 1967.



Laveris J. Kirkland  
Notary Public, State of Florida, at Large

Notary Public, State of Florida at Large  
My Commission Expires July 19, 1968  
Issued by Attorney General & Company Co.

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.

Nov 13 3 06 PM '67

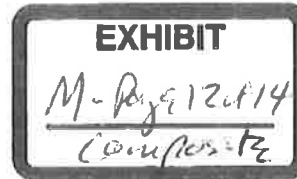
John W. Cashin  
CLERK CIRCUIT COURT  
DEPT. ONE

VERIFIED BY  
me

*Don't  
Put*

THIS INSTRUMENT WAS PREPARED BY/ Return to:  
SHARON R. PARKS  
PAPPAS, MEYCALF & JENKS, P. A.  
200 W. FORSYTH STREET, SUITE 1400  
JACKSONVILLE, FLORIDA 32202  
STATE OF FLORIDA

COUNTY OF COLUMBIA



Recorded in Public Records St. Johns County, FL  
Serial# 96045699 O.R. 1215 PG 622 03:42PM 12/31/1996  
Recording \$13.00 Surcharge \$2.00

AFFIDAVIT

BEFORE ME personally appeared Kenneth S. Davis who is general counsel for District Two of the State of Florida Department of Transportation, an agency of the State of Florida ("FDOT"), who being first duly sworn, deposes and says that:

1. I am familiar with FDOT's procedures and practices with regard to limited access on the interstate highway system.
2. I am familiar with the terms and provisions of those certain reservations of ingress, egress, light, air and view as contained in that certain Quit Claim Deed recorded in Official Records Book 113, page 487 of the public records of St. Johns County, Florida, affecting that certain property more particularly described on Exhibit A attached hereto, and as contained in that certain Disclaimer recorded in Official Records Book 113, page 494 of the public records of St. Johns County, Florida, affecting that certain property more particularly described on Exhibit B attached hereto, both of which are in favor of FDOT (collectively, the "Reservations").
3. The purposes of the above-referenced Reservations do not, and are not intended to, create any encumbrance or estate upon real property adjacent to or in proximity to the interstate highway system, but are intended solely to restrict the right of direct access from properties abutting Interstate 95 directly onto Interstate 95 to those locations determined solely by FDOT.

FURTHER, AFFIANT SAYETH NOT.

KENNETH S. DAVIS

The foregoing instrument was acknowledged before me this 24th day of December 1996, by Kenneth S. Davis.



(Print Name) Laura A. McGing  
NOTARY PUBLIC  
State of Florida at Large  
Commission # CC 374386  
My Commission Expires: July 22, 1999  
Personally known ✓  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

O.R. 1215 PG 0623

EXHIBIT

M-Page 13 of 14  
Composite

**BORROW PIT NO. 2 RIGHT (EAST) STATION 88+33.88**

**That part of:**

**Section 3, Township 6 South, Range 23 East, described as follows:**

Commence on the South line of said Section 3, at a point 2512.35 feet West of the Southeast corner thereof, and run North 27°29'51" West 1738.11 feet, thence North 62°30'09" East 450 feet to the Southwest corner of Borrow Pit No. 2 and the POINT OF BEGINNING; From said Point of Beginning run North 00°41'09" East 640 feet; thence South 89°18'51" East 640 feet; thence South 00°41'09" West 640 feet; thence North 89°18'51" West 640 feet to the Point of Beginning;

Containing 9.4 acres, more or less; ALSO

NYT REC 113 PAGE 489  
HAUL ROAD FOR BORROW PIT NO. 2

**That part of:**

**Section 3, Township 6 South, Range 23 East, described as follows:**

Begin at the Southwest corner of Borrow Pit No. 2 as located above, and run North 00°41'09" East 56.73 feet; thence South 62°30'09" West 326.79 feet to the East right of way line of State Road 9 (1-95); thence South 27°29'51" East 50 feet; thence North 62°30'09" East 300 feet to the Point of Beginning;

Containing 0.36 acre, more or less; ALSO

EXHIBIT

M-Page 14 of 14  
Composite

O.R. 1215 PG 0624

Section 3, Township 6 South, Range 23 East, described as follows:

OFF REC 113 PAGE 495

Commence on the South line of said Section 3 at a point 2512.35 feet West of the Southeast corner thereof, and run North 27°29'51" West 1783.11 feet; thence North 62°30'09" East 450 feet to the Southwest corner of Borrow Pit No. 2 and the POINT OF BEGINNING; thence South 09°18'51" East 640 feet; thence North 0°41'09" East 640 feet; thence North 89°18'51" West 640 feet; thence South 0°41'09" West 583.27 feet; thence South 62°30'09" West 56.73 feet; thence North 0°41'09" East 660.06 feet; thence South 89°18'51" East 720 feet; thence South 0°41'09" West 715 feet; thence North 89°18'51" West 716.66 feet; thence North 62°30'09" East to the Point of Beginning;

Containing 2.35 acres, more or less; ALSO

IMAGING MEMO  
THE WRITING/TYPING & PRINTING  
WAS UNSATISFACTORY FOR  
REPRODUCTION AT THE TIME  
OF IMAGING



# 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**

**MEMORANDUM**

**TO: Central Florida Expressway Authority Board Members**  
**FROM: James Edward Cheek, III, Right of Way Counsel** KAC  
**Winderweedle, Haines, Ward & Woodman, P.A.**  
**DATE: May 5, 2016**  
**RE: Addendum to Amended Agreement for Appraisal Services for:**  
**Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206**

---

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

**BACKGROUND/DESCRIPTION**

On January 22, 2014, the Appraiser entered into an addendum to amended agreement to provide pre-condemnation consultation services, appraisal services and litigation support services for the Wekiva Projects (the "Agreement"). The original contract price was limited to \$100,000.00 (the "upset limit"). The Appraiser has notified Winderweedle, Haines, Ward & Woodman, P.A. ("WHWW") that the Appraiser will reach the \$100,000.00 upset limit. Approval of the attached Addendum will increase the upset limit by an additional \$100,000.00. The increase is necessary to allow the Appraiser to continue to provide pre-condemnation consultation services, appraisal services and litigation support services for the Wekiva Projects. All invoices submitted pursuant to the contract shall be reviewed for accuracy by WHWW.

**REQUESTED ACTION**

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

**ATTACHMENT:**

Addendum to Amended Agreement for Appraisal Services for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206

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

**THIS AGREEMENT** is effective this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Winderweede, Haines, Ward & Woodman, P.A. ("Client"), whose business address is 329 Park Avenue North, Second Floor, Winter Park, Florida 32789 and Bullard, Hall & Adams, Inc. ("Appraiser"), whose business address is 1144 Pelican Bay Drive, Daytona Beach, Florida 32119.

**WHEREAS**, the Appraiser and Client have entered into an agreement for appraisal services dated October 24, 2012 and an addendum to the amended agreement for appraisal services dated January 22, 2014; and

**WHEREAS**, pursuant to the terms set forth in the Addendum to the Amended Agreement for Appraisal Services dated January 22, 2014, payments made to the Appraiser shall not exceed an upset limit of One Hundred Thousand Dollars (\$100,000.00) without an addendum; and

**WHEREAS**, the Appraiser has notified the Client that the Appraiser will reach the One Hundred Thousand Dollar (\$100,000.00) upset limit; and

**WHEREAS**, the Client desires that the Appraiser continue to furnish it with appraisal services, and the Appraiser represents that he or she is fully qualified to perform such services and will furnish such services personally;

**NOW, THEREFORE**, the Client and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

**ARTICLE 1 – Upset Limit is increased by One Hundred Thousand Dollars (\$100,000.00)**

All payments made pursuant to this Second Addendum to the Amended Agreement for Appraisal Services dated October 24, 2012, shall not exceed a total of One Hundred Thousand Dollars (\$100,000.00). It shall be the responsibility of the Appraiser to monitor the total of all payments pursuant to this Second Addendum and to notify the Client prior to reaching the One Hundred Thousand Dollar (\$100,000.00) upset limit.

**[The remainder of this page left blank intentionally]**

**ARTICLE 2 - Payment**

Payment for all other services shall be made in accordance with the Amended Agreement for Appraisal Services dated October 24, 2012.

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

Attest:

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

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

By: \_\_\_\_\_  
James Edward Cheek, III, Esquire  
Legal Counsel to the Central Florida  
Expressway Authority

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

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

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

**BULLARD, HALL & ADAMS, INC.**

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

By: \_\_\_\_\_  
David K. Hall, President

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

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

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

# 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 Board Members**

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

**DATE: May 5, 2016**

**RE: Addendum to Amended Agreement for Appraisal Services for:  
Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206**

---

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

**BACKGROUND/DESCRIPTION**

On October 23, 2013, the Appraiser entered into an agreement to provide pre-litigation and litigation appraisal services for the Wekiva Projects (the "Agreement"). The original contract price was limited to \$150,000.00 (the "upset limit"). The Appraiser has notified Winderweedle, Haines, Ward & Woodman, P.A. ("WHWW") that the Appraiser will reach the \$150,000.00 upset limit. Approval of the attached Addendum will increase the upset limit by an additional \$150,000.00. The increase is necessary to allow the Appraiser to continue to provide pre-condemnation consultation services, appraisal services and litigation support services for the Wekiva Projects. All invoices submitted pursuant to the contract shall be reviewed for accuracy by the WHWW.

**REQUESTED ACTION**

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

**ATTACHMENT:**

Second Addendum to Agreement for Engineering Expert Witness Services for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206



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

**THIS AGREEMENT** is effective this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Winderweede, Haines, Ward & Woodman, P.A. ("Client"), whose business address is 329 Park Avenue North, Second Floor, Winter Park, Florida 32789 and Durrance & Associates, P.A. ("Appraiser"), whose business address is 300 S. Hyde Park Avenue, Suite 201, Tampa, Florida 33606.

**WHEREAS**, the Appraiser and Client have entered into an amended agreement for appraisal services dated January 23, 2013 and an addendum to the amended agreement for appraisal services dated October 23, 2013; and

**WHEREAS**, pursuant to the terms set forth in the Addendum to the Amended Agreement for Appraisal Services dated October 23, 2013, payments made to the Appraiser shall not exceed an upset limit of Two Hundred Thousand Dollars (\$200,000.00) without an addendum; and

**WHEREAS**, the Appraiser has notified the Client that the Appraiser will reach the Two Hundred Thousand Dollar (\$200,000.00) upset limit; and

**WHEREAS**, the Client desires that the Appraiser continue to furnish it with appraisal services, and the Appraiser represents that he or she is fully qualified to perform such services and will furnish such services personally;

**NOW, THEREFORE**, the Client and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

**ARTICLE 1 – Upset Limit is increased by One Hundred Fifty Thousand Dollars (\$150,000.00)**

All payments made pursuant to this Addendum to the Amended Agreement for Appraisal Services dated January 23, 2013, shall not exceed a total of One Hundred Fifty Thousand Dollars (\$150,000.00). It shall be the responsibility of the Appraiser to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the One Hundred Fifty Thousand Dollar (\$150,000.00) upset limit.

**[The remainder of this page left blank intentionally]**

**ARTICLE 2 - Payment**

Payment for all other services shall be made in accordance with the Amended Agreement for Appraisal Services dated January 23, 2013.

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

Attest:

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

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

By: \_\_\_\_\_  
James Edward Cheek, III  
Legal Counsel to the Central Florida  
Expressway Authority

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

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

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

**DURRANCE & ASSOCIATES, P.A.**

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

By: \_\_\_\_\_  
Chad G. Durrance, President

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

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

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

# Tab J

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

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

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

**TO: Central Florida Expressway Authority Board Members**

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

**DATE: May 5, 2016**

**RE: Addendum to Agreement for Engineering Expert Witness Services for:  
Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206  
S.R. 408 Widening, 408/417 Interchange Project 408-253f**

---

Approval of an Addendum to Agreement for Engineering Expert Witness Services by Donald W. McIntosh Associates, Inc. ("Engineer") to perform engineering expert witness services for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (the "Wekiva Projects") is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Addendum to Agreement For Engineering Expert Witness Services is attached for your review.

**BACKGROUND/DESCRIPTION**

On April 23, 2014, the Engineer entered into an agreement to provide pre-litigation and litigation engineering expert witness services for the Wekiva Projects and the 408/417 Interchange Project 408-253f (the "Agreement"). The original contract price was limited to \$200,000.00 (the "upset limit"). The Engineer has notified Winderweedle, Haines, Ward & Woodman, P.A. ("WHWW") that the Engineer will reach the \$200,000.00 upset limit. Approval of the attached Addendum will increase the upset limit by an additional \$150,000.00. The increase is necessary to allow the Engineer to continue to provide pre-condemnation consultation services, engineering services and litigation support services for the Wekiva Projects. All invoices submitted pursuant to the contract shall be reviewed for accuracy by the WHWW.

**REQUESTED ACTION**

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

**ATTACHMENTS:**

Third Addendum to Agreement for Engineering Expert Witness Services for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 and S.R. 408 Widening, 408/417 Interchange Project 408-253f



**THIRD ADDENDUM TO AGREEMENT FOR ENGINEERING EXPERT WITNESS SERVICES FOR WEKIVA PARKWAY PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206 AND S.R. 408 WIDENING, 408/417 INTERCHANGE PROJECT 408-253F**

**THIS AGREEMENT** is effective this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Winderweedle, Haines, Ward & Woodman, P.A. ("Client"), whose business address is 329 Park Avenue North, Second Floor, Winter Park, Florida 32789 and Donald W. McIntosh Associates, Inc. ("Engineer"), whose business address is 2200 Park Avenue North, Winter Park, Florida 32789.

**WHEREAS**, the Engineer and Client have entered into an agreement for engineering expert witness services dated October 24, 2012 and a second addendum to the agreement for engineering expert witness services dated April 23, 2014; and

**WHEREAS**, pursuant to the terms set forth in the Second Addendum to Agreement for Engineering Expert Witness Services dated April 23, 2014, payments made to the Engineer shall not exceed an upset limit of Two Hundred Thousand Dollars (\$200,000.00) without an addendum; and

**WHEREAS**, the Engineer has notified the Client that the Engineer will reach the Two Hundred Thousand Dollars (\$200,000.00) upset limit; and

**WHEREAS**, the Client desires that the Engineer continue to furnish it with engineering expert witness services, and the Engineer represents that he or she is fully qualified to perform such services and will furnish such services personally;

**NOW, THEREFORE**, the Client and the Engineer, for the consideration and under the conditions hereinafter set forth, do agree as follows:

**ARTICLE 1 – Upset Limit is increased by One Hundred Thousand Dollars (\$150,000.00)**

All payments made pursuant to this Third Addendum to the Agreement for Engineering Expert Witness Services dated October 24, 2012, shall not exceed a total of One Hundred Fifty Thousand Dollars (\$150,000.00). It shall be the responsibility of the Engineer to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the One Hundred Fifty Thousand Dollar (\$150,000.00) upset limit.

**[The remainder of this page left blank intentionally]**

## **ARTICLE 2 - Payment**

Payment for all other services shall be made in accordance with the Agreement for Engineering Expert Witness Services dated October 24, 2012.

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

Attest:

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

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

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

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

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

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

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

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

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

By: \_\_\_\_\_  
James Edward Cheek, III, Esquire  
Legal Counsel to the Central Florida  
Expressway Authority

**DONALD W. MCINTOSH ASSOCIATES,  
INC.**

By: \_\_\_\_\_  
Donald W. McIntosh, President

# Tab K



# **Central Florida Expressway Authority**

## **Right of Way Legal Counsel Procurement and Invoice Audit**

**February 18, 2016**

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

**protiviti**  
Risk & Business Consulting  
Internal Audit

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## Executive Summary

### **Background**

During fiscal year 2012, Internal Audit performed an audit of the Central Florida Expressway Authority's Right of Way policies and procedures surrounding the procurement of parcels and the use of eminent domain. The 2012 audit included testing of land acquisitions taken from a population of 123 acquisitions for the John Land Apopka Expressway project, dating back to 2004, the last major road construction project undertaken by the Authority through the time of the last audit.

For the current Right of Way audit as outlined in the 2016 Internal Audit plan, Internal Audit reviewed the Authority's procurement of and use of legal counsel in Right of Way land acquisitions dating back to 2014 for the Wekiva Parkway, All Aboard Florida project, and Kelly Park Interchange project. More specifically, during this audit, Internal Audit reviewed the processes in place to procure Right of Way legal counsel, including the use of in-house and out-sourced legal counsel, and the processes in place for the review and evaluation of legal invoices and right of way costs.

As of February 2016, the Authority is currently using a blend of in-house legal counsel and outsourced legal counsel to manage the procurement of parcels of land. Also at this time, the Authority's Board is considering the need to hire additional in-house counsel, with at least part of the assigned responsibilities being to work on additional Right of Way acquisition. Within the next 12 months, the Authority expects to acquire an additional 100 parcels of land to support projects on State Roads 429 and 528.

Below is a summary of the allocation of work assigned to each Right of Way counsel for the projects in-scope as of the time of this audit.

- Winderweede, Haines, Ward & Woodman, P.A. – 45 parcels for the Wekiva Parkway project (29 in litigation)
- Shutts & Bowen, LLP – 89 parcels for the Wekiva Parkway project (67 parcels in litigation)
- Lowndes, Drosdick, Doster, Kantor & Reed, P.A. – 4 parcels at the Kelly Park Interchange (all in litigation)
- Mateer Harbert, P.A. – 3 parcels on SR 528 (purchase agreements executed for all)
- In-house Deputy General Counsel – 10 parcels post Order of Taking (OT), which represents the formal filing of an eminent domain action by the Authority)

### **Objectives**

The specific objectives of this audit were to:

- (1) Perform a risk assessment of the Right of Way legal procurement and legal invoice review processes;
- (2) Review the Authority's policies and procedures surrounding the procurement and invoice review processes;
- (3) Identify the mixture of in-house versus outsourced legal counsel and obtain benchmark data around the use of outsourced legal counsel and the procurement process compared to local and industry practices;
- (4) Conduct a trend analysis of appraised cost values versus the settlement cost of recent land purchases; and
- (5) Conduct a trend analysis of land acquisition cost and the stage of settlement.

*Continued on the following page...*



## Executive Summary

### **Project Scope and Approach**

The audit was performed using a phased audit approach as outlined below:

#### **Phase I – Risk Assessment and Process and Controls Review**

Internal Audit performed a risk assessment to identify risks over the right of way legal counsel procurement and invoice review process. This included gathering information from the Authority's management and staff of the finance, procurement, and legal departments, as well as reviews of Board and Committee discussions.

Internal Audit subsequently reviewed the key processes and controls used to mitigate risks related to procuring external right of way legal counsel and approving invoices for payment. Key controls within each of these areas were identified and evaluated for design effectiveness. Details regarding the processes reviewed, controls walked through and observations are provided in the Summary of Audit Procedures.

#### **Phase II – Benchmarking the Authority's Right of Way Legal Counsel Procurement to Local Government and Industry Practices**

Internal Audit performed procedures to gather data to benchmark the following Right of Way (ROW) processes to local and industry practices:

- A. Mixture of in-house and outsourced legal counsel.
- B. Request for Proposal (RFP) process and evaluation criteria for legal counsel.

To gather the information necessary to perform the benchmarking, Internal Audit interviewed staff members of the following counties and municipalities: Orange County, City of Orlando, Seminole County, Osceola County, and Lake County. In addition, Internal Audit interviewed staff of the following other tolling and transportation authorities: North Texas Tolling Authority, Harris County Tolling Authority, Hillsborough Expressway Authority, Miami Dade Expressway Authority, Florida Turnpike Enterprise, and North Carolina Turnpike Authority.

#### **Phase III – Data Analytics**

Internal Audit performed limited data analytics to review right of way parcel acquisition settlement costs versus the appraised cost values (as obtained from Authority appraisals and owner appraisals), average legal and expert costs (based on fees paid) to acquire parcels, and the stage at which parcel acquisitions were settled. Data was obtained from Right of Way Committee minutes, Excel tracking files from outside legal counsel and Atkins (General Engineering Consultant), and the monthly TIFIA reports

*Continued on the following page...*

## Executive Summary

### Results: Phase I - Processes and Controls Review

Process	Procedures Performed / Key Areas Reviewed	Key Controls Identified*	Number of Observations	Observation Reference
Legal Invoice Review	Invoice Processing: review of billing rates, including expert fees and expenses, duplicate payments, and hours billed.	3	1	2
Monitoring of Parcel Acquisition	General Counsel, Deputy General Counsel, and ROW Committee activities to monitor direction, strategy, and performance.	6	1	1
Procurement	Project bidding (sealed bids and competitive sealed proposals) and bid awards: Authorization to bid, contracts reviewed by CFX's attorney's office, RFP documented and opened to the public, evaluation committee reviews bids, fee evaluation performed by Procurement Department and Evaluation Committee.	11	0	N/A
TOTAL:		20	2	

\*A listing of key controls identified in the CFX Right of Way process is included in Appendix D.

*Continued on the following page...*



## Executive Summary

### Results: Phase II – Benchmarking

Process	Benchmarking Sources	Results
Mix of In-House vs Outsourced Counsel	<ul style="list-style-type: none"><li>Counties and cities represented in the Authority's Board</li><li>Other tolling and transportation authorities</li></ul>	A
Request for Proposal (RFP) Process and Evaluation Criteria	<ul style="list-style-type: none"><li>Counties and cities represented in the Authority's Board</li><li>Other tolling and transportation authorities</li></ul>	B

**A** - Refer to Appendix A for additional information on size of legal department, counsel used for ROW, and other qualitative factors that make comparing CFX legal counsel to other entities a complex process.

For the projects in-scope as of the time of this audit, approximately 93% of parcels identified by the Authority for acquisition have been assigned to outside legal counsel. The following three factors drive the Authority's decision around using in-house versus out-sourced legal counsel for right of way land acquisition:

- (1) Size of agency's legal staff,
- (2) Size and scope of right of way acquisitions performed, and
- (3) Level of complexity involved in the acquisition process (negotiated sale vs. eminent domain action).

The Authority will continue to need outside counsel to assist with complex acquisitions and to provide a more variable cost model to manage current spikes in right of way acquisition. However, based on a cost analysis prepared by the Authority's staff and presented to the Authority's Board during October 2015, there is opportunity to reduce costs for legal services through the hiring of an additional in-house resource. However, consideration should be given to use of an additional in-house resource if volume of right of way acquisition declines.

**B** - Refer to Appendix B for additional information on how the Authority's right of way counsel RFP evaluation metrics compare with the metric ranges provided by Orange County, City of Orlando, Seminole County, Osceola County and Lake County and the other similar tolling and transportation authorities that provided input.

## Executive Summary

### Results: Phase III – Data Analytics

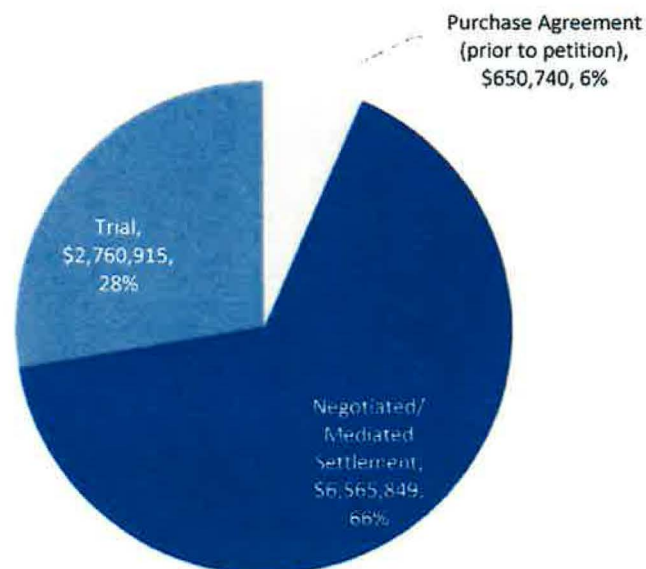
#### Land & Owner Settlement Costs by Settlement Stage

Dating from the start of the Wekiva Parkway Project, a total of 28 parcel acquisitions were sampled by Internal Audit and analyzed for a total “all-in” cost of \$9,977,504 (inclusive of purchase price of parcels and owner legal and expert costs paid by the Authority, exclusive of CFX legal and expert fees) per unaudited data in the monthly TIFIA reports. Data regarding the stage at which parcel acquisitions were settled was obtained from the Right of Way Committee minutes dated May 13, 2014 through October 28, 2015. This data is unaudited and was used to classify parcels and the related land and owner legal costs for analytical purposes only.

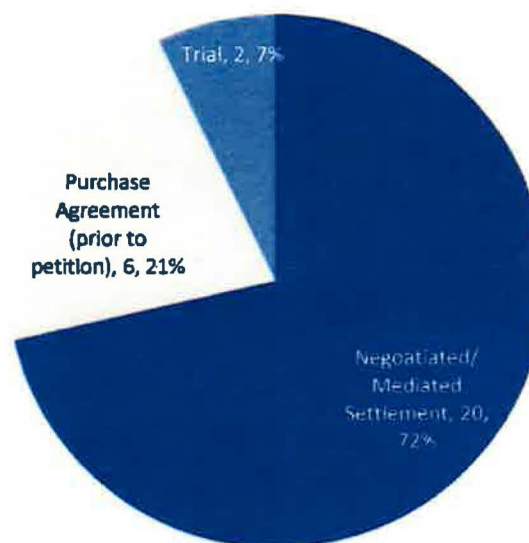
Based on data depicted below, the following key points were observed:

- The majority, or 66%, of parcels were acquired post OT through negotiated or mediated settlement, representing 72% of the dollars spent.
- Parcels settled through trial represented 7% of parcels acquired and 28% of dollars spent, demonstrating a higher cost of trials.
- As reflected by the data in the chart on page 8, on average, the highest legal and expert fees are incurred if a parcel goes to trial.

Settlement Stage by Value



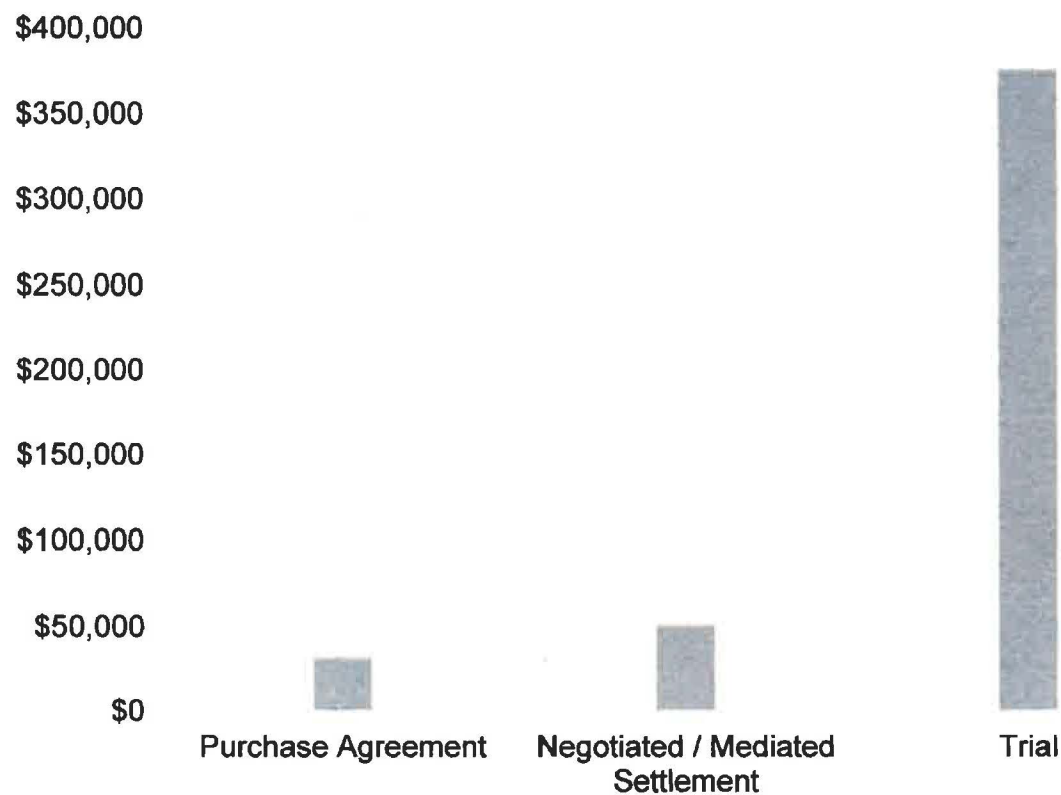
Settlement Stage by Number of Parcels





## Executive Summary

### Average CFX Legal and Expert Fees by Settlement Stage\*



\*Based on unaudited data taken from monthly TIFIA reports for the 28 parcels selected for the audit; does not include owner legal costs and expert fees.

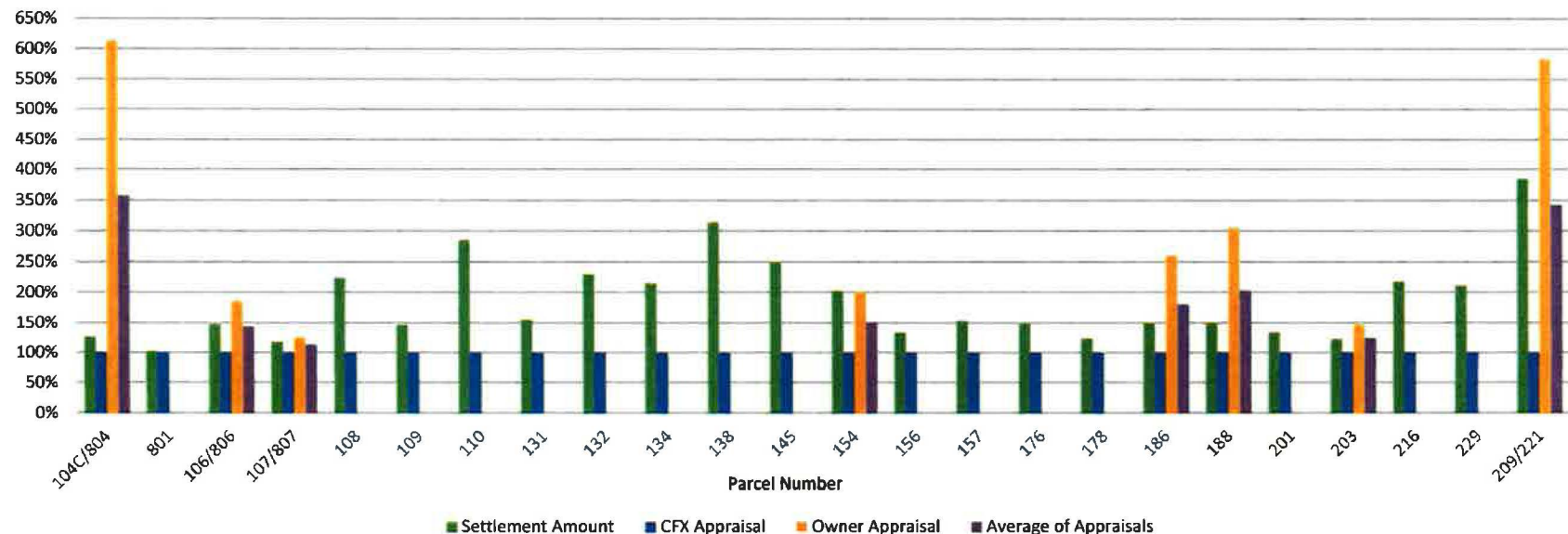
## Executive Summary

### Results – Data Analytics (continued)

#### Land Settlement Costs versus Appraisals

The following unaudited data was obtained from the monthly TIFIA reports. Comparing the final land settlement cost to the Authority's appraisal and the owner's appraisal, as available and reportable, the data for several parcels acquired revealed large differences between appraised values and settlements. This chart does not include confidential information obtained orally during mediations, such as owner demands that could not be shared or reported. In three of the four cases depicted below where owner's appraisals were in excess of 200% over the Authority's appraised value, the Authority's final settlement costs were closer to the Authority's appraisals than the owner's appraisal. The fourth case depicted below (209/221) was a trial verdict.

Land Settlement As Percentage of Land Appraisal

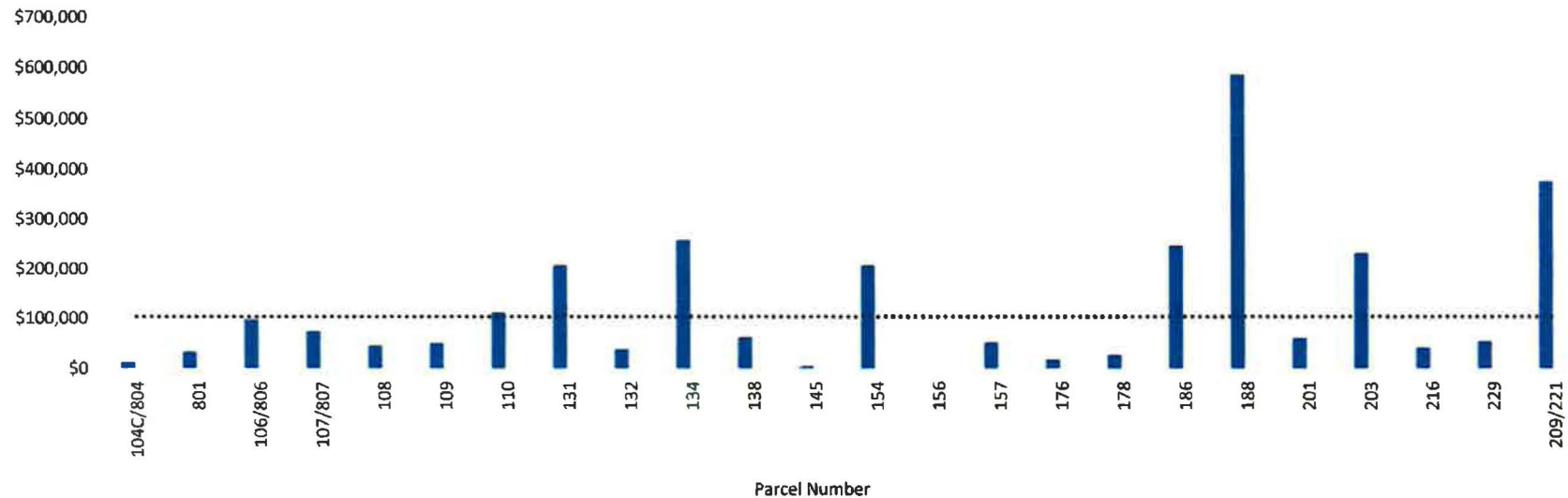


- Outliers (i.e., Settlement amount exceeded 250% of the CFX appraisal or average appraisal if applicable) in the analysis were as follows:
  - Parcel 110 was a purchase agreement prior to eminent domain action. Based on the Right of Way Committee minutes related to this parcel, severance damages were explained to the Committee to rationalize the settlement amount. Reported land settlement cost above may account for other compensation to the owner that was not specifically negotiated and could not be reported separately.
  - Parcel 138 had a spread of \$66,000 between the land appraisal of \$33,000 and the land settlement of \$99,000.
  - Parcels 209 and 221 were tried and purchase price was determined by jury verdict.

## Executive Summary

### Results – Data Analytics (continued)

Owner and CFX Legal, Expert, and Other Fees Per Parcel



- For the in-scope sample, the average legal and expert fees paid per parcel was \$104,168 as obtained from the monthly TIFIA reports.
- Outliers in the analysis were as follows:
  - Parcel 110 was a negotiated agreement prior to petition (eminent domain action).
  - Parcel 131 included two tenant claims.
  - Parcel 134 included relocation payments.
  - Parcel 154 included a business damage claim for two businesses on the property, relocation benefits, and the taking of three manufactured homes.
  - Parcel 186 involved a mediated settlement agreement.
  - Parcel 188 involved taking a residence with 10 acres. Multiple depositions were conducted and it was set for trial when settled. Additionally, there were multiple relocation issues related to this parcel which increased total fees.
  - Parcel 203 involved a business damage claim and involved the taking of a residence.
  - Parcels 209 and 221 were tried. Owner legal, expert, and other fees are not included in the amount above as they have not been paid by the Authority and are not yet included on the monthly TIFIA reports. Once paid, amount depicted above will increase.
- Parcel 156 attorney's fees/costs were billed to Project 202 General Matter. Because the attorney fee's/costs were blended into Project 202 General Matter for multiple parcels, the costs related to Parcel 156 were not included in the chart above.



## Detailed Observations – Processes and Controls

Legal Invoice Review

Monitoring of Parcel  
Acquisition

Procurement

### **Observation 1 – Right of Way Recordkeeping**

**Relative Priority:** *Medium*

Based on Transportation Infrastructure Finance and Innovation Act (TIFIA) loan requirements, the Authority submits a monthly report of project costs to the Federal government and will be required to report final costs for the project in order to obtain the TIFIA loan funding. During the audit, we reviewed various sources of Right of Way data, including the Right of Way Committee minutes, Excel tracking files from outside legal counsel, and the monthly TIFIA reports, and identified multiple instances of inaccurate or inconsistent data between sources. Specifically, the TIFIA reports contained formula errors, data that was incorrectly rolled forward from month-to-month, in addition to classification issues for closed parcels that were listed as open. Of most concern were inaccuracies identified in the TIFIA reports that are designed to track project costs for later funding from the Federal government. There are multiple parties involved in creating and reviewing the TIFIA reports, including Legal Counsel and Finance personnel, which all input or review parts of the report. It is critical that the data in the TIFIA reports be kept complete and accurate for monitoring and reporting purposes. There is an opportunity to improve the quality and reliability of the data gathered for presentation in the TIFIA reports.

### **Recommendation**

The Authority should formalize its quality assurance/quality control process by assigning a process owner(s) responsible for compiling TIFIA data, reconciling TIFIA data to source documents, and verifying the completeness and accuracy of the information included in the monthly TIFIA reports. Additionally, there is an opportunity to centralize Right of Way activity into one spreadsheet or database in order to minimize (or eliminate) the maintenance and monitoring of multiple sources of information.

### **Management Response**

Management concurs.

*Continued on the following page....*

## Detailed Observations – Processes and Controls

Legal Invoice Review

### **Observation 1 – Right of Way Recordkeeping**

**Relative Priority:** *Medium*

#### **Management Action Plan**

Initially, each Right of Way outside counsel or responsible party within the Authority will confirm the amount paid in the cumulative payments columns of the monthly TIFIA reports to ensure accuracy of the current spreadsheet. If there is a discrepancy identified, the responsible party will research and correct the discrepancy in the TIFIA reports. Going forward, each firm or responsible party will prepare a separate monthly TIFIA report summarizing the activity in the parcels assigned to that firm. The Accounting Department will audit the spreadsheets for accuracy using source documentation, which will be made available to the party responsible for performing the review of the spreadsheets.

Monitoring of Parcel  
Acquisition

#### **Action Plan Owner/Due Date**

Linda Lanosa, Deputy General Counsel / August 2016

Aneth Williams, Manager of Contract Compliance / August 2016

Procurement



## Detailed Observations – Processes and Controls

### Legal Invoice Review

#### **Observation 2 – Review of Legal Invoices**

**Relative Priority: Low**

The Authority's General Counsel reviews invoices for fees billed by external Right of Way legal counsel for accuracy and compliance with contractual terms. Per the terms of the contracts, external legal counsel will not be reimbursed for expenses such as telecopy, local telephone, data processing, courier or other services that would be deemed to be part of the firm's overhead expenses. However, the firm will notify General Counsel of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

### Monitoring of Parcel Acquisition

Internal Audit testing identified that one external Right of Way counsel billed the Authority for \$1,440 in copy and printing charges without prior authorization by General Counsel. General Counsel reviewed and approved the invoices for payment; however, there was no evidence that the charges were approved prior to being invoiced.

In addition, supporting documentation is required to be provided by external legal counsel for direct costs incurred, such as court reporters and deposition transcripts. Internal Audit testing identified that one external Right of Way counsel billed the Authority for \$1,135 in court reporters and courier costs. However, invoice support was not provided for these costs and the legal invoice was approved for payment.

### Procurement

#### **Recommendation**

The Legal Department should review the invoices for appropriateness and to (1) ensure that direct costs billed conform to authorized costs detailed in the contract, (2) supporting documentation is provided for direct costs, and (3) each expert invoice is reviewed and approved by external legal counsel. The Finance Department personnel should conduct a secondary review of invoices for supporting documentation and attorney approval while reviewing invoices for rates and personnel assigned.

*Continued on the following page....*

## Detailed Observations – Processes and Controls

### Legal Invoice Review

#### Observation 2 – Review of Legal Invoices (cont.)

##### Management Response

Management concurs.

##### Management Action Plan

Legal Department will perform a review of invoices to (1) ensure that direct costs billed conform to authorized costs detailed in the contract and (2) supporting documentation is provided for direct costs.

In addition, the Finance Department will perform a secondary review of the invoices to include the direct costs, supporting documentation, and approval of the expert invoices.

### Monitoring of Parcel Acquisition

##### Action Plan Owner/Due Date

Joe Passiatore, General Counsel / August 2016

Aneth Williams, Manager of Contract Compliance / August 2016

### Procurement



## Appendix A – Right of Way Legal Counsel Benchmarking

### **CFX as compared to the counties and cities represented on the Board:**

The following benchmarking charts are based on Internal Audit's discussion with members of various tolling authorities, cities and counties. The first chart is a comparison of CFX to other tolling and transportation authorities. The entities selected are a mixture of in-state and out-of-state authorities. The second chart is a comparison of CFX to local (i.e., in-state) cities and counties.

The information presented in the following charts is a broad comparison and is not intended to serve as a scorecard and should not be used to infer conclusions about an entity's legal department. There are numerous qualitative factors that make benchmarking CFX legal counsel to other entities complex. For instance, no two eminent domain cases are alike. Factors that may influence the amount of time and effort required for an eminent domain case, include but are not limited to: the type of taking (whole or partial), the type of property and its current/future use, and the number of owners and ownership interests (e.g., businesses, tenants, etc.). Additionally, another factor is the amount of time available before the acquisition deadline and whether it is possible to negotiate a voluntary purchase with the owner(s). Furthermore, the entity may be required to pay the owner(s) severance damages, relocation fees, and business damages.

Moreover, comparing the size of a legal department across different types of governmental entities is complex. Some entities primarily use in-house legal assistance, some entities use a mixture of in-house and outside counsel, and some primarily use outside counsel. Full-time equivalent (FTE) information, which would be a better representation of time spent by a legal department on eminent domain cases, was not available across entities. As such, the size of the legal department in the following benchmarking charts is presented in total and does not take into account the different types of legal matters that each entity's legal department may encounter (e.g., land use, general administrative issues, ordinances, building and zoning, corrections, etc.).

CFX has increased the use of eminent domain cases due to significant growth in Central Florida, the need for additional roadways, and specific deadlines mandated by the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan that was used to help finance the roadway expansion. In comparison, CFX has increased usage of eminent domain cases whereas other governmental entities may not have experienced the same need for land acquisition through eminent domain.



## Appendix A – Right of Way Legal Counsel Benchmarking (cont.)

### CFX as compared to other tolling and transportation authorities in the United States:

The North Texas Tolling Authority and Harris County (Texas) Tolling Authority were selected based on the size similarity to CFX. Additionally, the Florida Turnpike Enterprise, Tampa Hillsborough Expressway and Miami Dade Expressway were selected because they are local (i.e., in-state) entities. The North Carolina Turnpike was selected as an additional comparison point although structure differs from CFX. North Carolina Turnpike is part of the North Carolina Department of Transportation (NCDOT), which is responsible for building, repairing and operating all roadways in North Carolina.

	CFX	North Carolina Turnpike*	North Texas Tolling Authority	Harris County (Texas) Tolling Authority	Florida Turnpike Enterprise	Tampa Hillsborough Expressway	Miami Dade Expressway
<b>Size of Legal Department</b>	2	31	2	2	1	1	2
<b>Counsel Used</b>	Primarily Outsourced	In-House	Outsourced	In-House (unless litigation required)	In-House	In-House (unless litigation required)	Outsourced
<b>Qualitative Factors</b>	Extensive eminent domain litigation mainly through the use of outside counsel. TIFIA loan requirements require strict timelines for acquisition.	The North Carolina Turnpike is part of the NCDOT and conducts extensive ROW acquisition. Nineteen (19) attorneys assigned to ROW division.	No ROW acquisition currently.	Irregular ROW acquisition. Covered by County's legal department. Additionally, Harris County has a separate Right of Way department with 15 full-time staff members.	Extensive ROW acquisition. Agency is part of Florida Department of Transportation and utilizes their legal resources in addition to one resource on-staff.	Very few ROW parcels acquired and most acquired through negotiated settlement.	Beginning a large project, but irregular ROW acquisition in the past. Agency policy encouraging negotiated purchase.

**The above data is based on unaudited information provided to Internal Audit by the agencies. Comparable agencies were judgmentally selected by Internal Audit during the planning phase of the audit.**

## Appendix A – Right of Way Legal Counsel Benchmarking (cont.)

**CFX as compared to the counties and cities represented on the Board:**

In general, the Authority's decision to primarily outsource appears in line with the other county (Osceola) that is most similar to it in terms of size of legal department and spend. Lake County keeps ROW in house and has a legal department that is similar in size, but spend is significantly less than the Authority's and the complexity of acquisitions is less, as approximately 88% of parcels acquired through negotiated sale prior to eminent domain. The City and the counties with larger in-house staff tend to keep ROW acquisition in-house.

	CFX	Osceola County	City of Orlando	Seminole County	Lake County	Orange County
<b>Size of Legal Department</b>	2	4	30	13	3	16
<b>Counsel Used for ROW</b>	Primarily Outsourced	Outsourced	In-House (unless litigation required)	In-House (unless litigation required)	In-House	In-House
<b>Qualitative Factors</b>	Extensive eminent domain litigation mainly through the use of outside counsel. TIFIA loan requirements require strict timelines for acquisition.	Very irregular and infrequent eminent domain.	Regular ROW acquisition, but filing eminent domain action is irregular. One of the attorneys in the City Attorney's Office has substantial eminent domain experience. Additionally, the City's legal department handles a variety of legal matters including police cases.	Infrequent ROW acquisition.	Approximately 20 parcels purchased annually. Approximately 3 parcels involved eminent domain action with no trials.	Few parcels acquired.

**The above data is based on unaudited information provided to Internal Audit by the entities identified.**



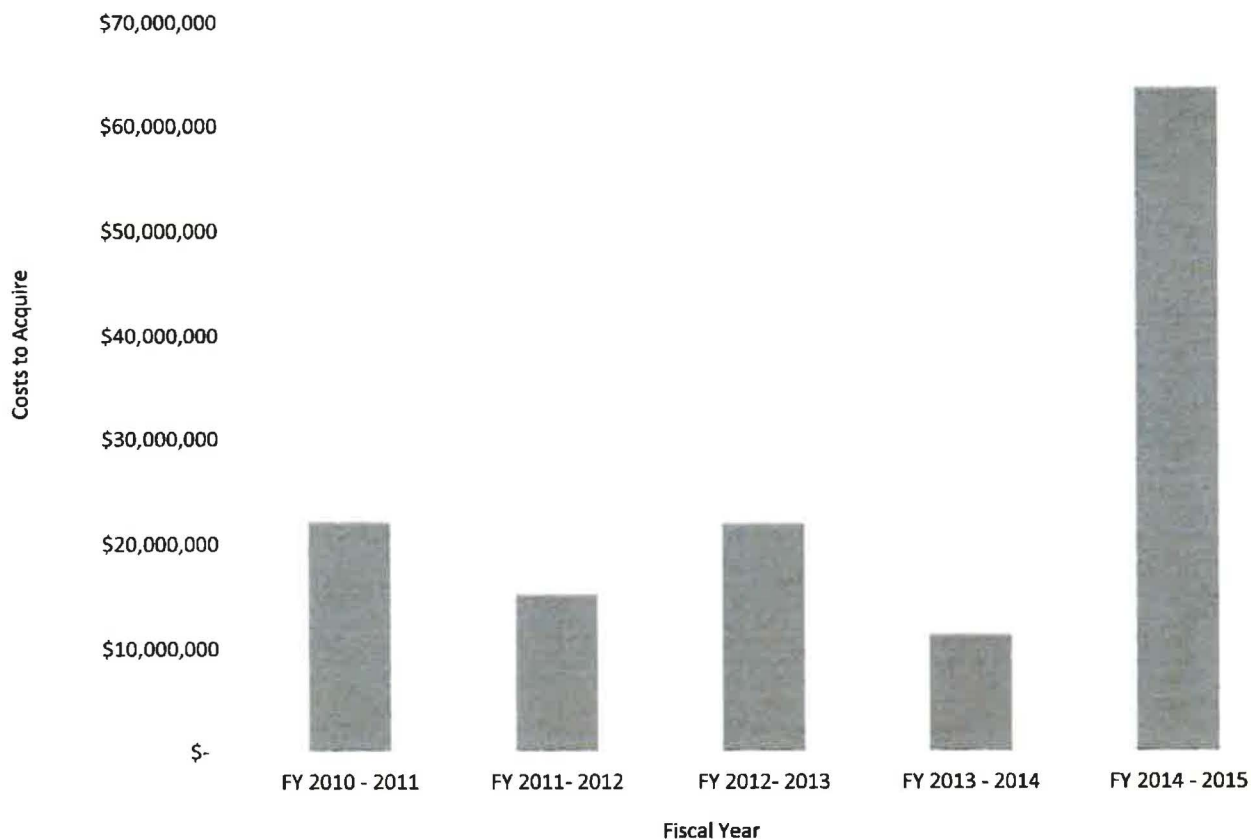
## Appendix B – Benchmarking of Evaluation Criteria – ROW Legal Counsel

RFP EVALUATION METRIC USED (Evaluated over a total of 100 points)	CFX*	ORANGE COUNTY, CITY OF ORLANDO, OSCEOLA COUNTY, SEMINOLE COUNTY AND LAKE COUNTY	OTHER TOLLING AND TRANSPORTATION AUTHORITIES
Eminent Domain/Trial Experience	25	20-45	30-90
Local Staff Qualifications	30	20 - 40	10 - 40
Mitigation Approach	25	20 - 25	20 - 30
Cost Proposal	15	20 - 25	-
Minority/Women Business Enterprise Participation	-	10 - 20	0 - 10

\* The Authority's Scoring Metric was last used during the 2015 Right of Way RFP process.

## Appendix C - ROW Acquisition Costs by Fiscal Year\*

ROW acquisition costs include cost of the parcel, legal and expert fees of both owner and the Authority. The below data includes all spend from 2010 through 2015, including parcels for which Final Judgment has not been entered, but deposits have been paid in the amount of the Authority's appraisal and legal and expert fees for all parcels regardless of completion.



\*As recorded by the Central Florida Expressway Authority in the Comprehensive Annual Financial Report (CAFR).

## Appendix D – Key Controls

The following key controls were identified by Internal Audit as part of the Right of Way audit:

### Legal Invoice Review

1. CFX reviews legal invoices and checks rates, description of services, and expenses billed before approving and processing for payment.
2. General Counsel reviews invoices for obvious duplication of tasks or high volume of hours.
3. General Counsel reviews invoices submitted by outsourced legal counsel for activities being billed and the appropriateness of billings related to the status and strategy of the case.

### Monitoring of Parcel Acquisition

4. Deputy General Counsel receives and reviews legal filings of outsourced counsel.
5. ROW Committee must approve all ROW acquisitions settlements before the Board approves payment, with the exception of those cases decided at trial.
6. The Board provides the authorization to initiate eminent domain proceedings.
7. ROW Committee oversees and directs CFX delegation of authority to make offers, negotiate settlements, approve mediation and condemnation settlements.
8. ROW Legal Counsel is responsible for all legal matters pertaining to the property acquisition process, including but not limited to preparing, filing, and prosecuting eminent domain proceedings (upon approval of CFX).
9. ROW Legal Counsel, with oversight from General Counsel's office, is responsible for negotiating settlement agreements achieved after the filing of eminent domain proceedings, and will be responsible for securing approvals of such settlements, through the Right of Way Committee and Board.



## Appendix D – Key Controls

The following key controls were identified by Internal Audit as part of the Right of Way audit:

### Procurement

10. Requests for proposal (RFPs) require specific levels of experience for any firms applying and specifically related to the practice of eminent domain.
11. CFX has developed a Procurement Policy which is available online, as well as a Procurement Procedure Manual. The policy is reviewed and updated at least every two years, and the Procurement Procedure Manual is updated annually.
12. CFX's Procurement Policy and Procurement Procedure Manual establishes a procurement authorization matrix which indicate the level of approval/authorization required at each threshold, as well as number of bids required for each process.
13. Shortlisted firms are interviewed and scored by the Committee members based on technical criteria.
14. Contracts for goods and services shall not exceed an initial term of five years. A renewal clause extending the term for up to five one-year periods may be provided.
15. Standard Authority forms for contracts, amendments, supplemental agreements, renewal and similar documents shall be developed and used whenever possible. It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain services providers and financial institutions preclude the use of such standard documents by the General Counsel must be received prior to their execution.
16. The Authority uses a "Request for Proposal" process which details the work to be performed and qualifications required from responding firms.
17. It is typically the Authority's desire to obtain at least three competitive bids or proposals for each new project; however, it is not required. In the instances where less than three bids are received a document is completed by the Director of Procurement to document the award decision (if applicable).
18. Except for Emergency Purchases, all contracts, supplemental agreements, amendments, purchase orders and contract renewals obligating the Authority to an amount of \$50,000 or more shall have the prior approval of the Authority's Board of Directors.
19. Members of the Authority's Evaluation Committee will be required to complete a disclosure form, in compliance with the Authority's Ethics Policy, identifying any potential conflict of interest and certifying that no outside relationship exists that would adversely affect the member's judgment while serving on the Committee.
20. Price proposals are opened by the Committee following the completion of the technical proposal scoring. A predefined scoring criteria is used to evaluate the price proposals and included in the Scoring Summary Form. The price scores are added to the technical scores for the final ranking based on points.



*Powerful Insights.  
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# Tab L

**WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.**  
**329 Park Avenue North**  
**Second Floor**  
**Post Office Box 880**  
**Winter Park, Florida 32790-0880**  
**Telephone (407) 423-4246**  
**Facsimile (407) 645-3728**

**MEMORANDUM**

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

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

**DATE: May 11, 2016**

**RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcels 113 (Parts A & B)/713**  
**Discussion of Verdict – No action requested**

---

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, has filed this memorandum for the purpose of summarizing the results of the jury verdict on Parcel 113 (Parts A & B) and 713. This agenda item was filed for informational purposes only, and no action is being sought by this Committee at this time.

**DESCRIPTION and BACKGROUND:**

The subject property is a triangular flag lot located on Plymouth Sorrento Road, in unincorporated Orange County, Florida, owned by Bruce and Jeannie Hatcher ("Landowners"). The parent tract contains 14.462 acres, and is improved with a single-family residence and related storage buildings. The Parcel 113 acquisition is a taking of approximately .282 acres of land, and the Parcel 713 taking is approximately .025 acres. The Court entered an Order of Taking on February 10, 2014. CFX's appraised value for the property was **\$81,500.00**. The Landowners' appraised value was **\$783,100.00**. The jury returned a verdict of **\$260,000.00**.

The trial commenced on April 25, 2016, before the Honorable Judge Kest, and lasted for six (6) days. A significant reason for the large disparity in the parties' opinion of value related to the different highest and best use analyses performed by the appraisers. CFX's appraiser, Mr. David Hall, with Bullard, Hall & Adams Inc., appraised the property based on a highest and best use as rural residential property, resulting in a land value of about **\$27,000 per acre** before the taking, and about \$24,300 after the taking (after deducting about 10% severance damages). The Landowners' appraiser, Mr. Richard Dreggors of Calhoun, Dreggors & Associates, Inc., appraised the property based on a highest and best use as a residential subdivision. This resulted in a land value of about **\$70,000 per acre** before the taking, and \$21,000 per acre after the taking (after reducing the value to \$30,000 per acre for changed highest and best use, and then deducting 30% severance damages). The positions of the parties are summarized as follows:

**CFX's Appraised Value**

Value of Part Taken	\$ 12,400
Damages, Incurable (10%)	\$ 66,700
Cost to Cure	\$ 2,100
TCE- Parcel 713	\$ 300
<b>Total Compensation Parcels 113 and 713</b>	<b>\$ 81,500</b>

**Hatcher's Appraised Value**

Value of Part Taken	\$ 24,300
Damages, Incurable (30%, in addition to \$40,000/ac reduction)	\$ 756,200
Cost to Cure	\$ 2,100
TCE- Parcel 713	\$ 500
<b>Total Compensation Parcels 113 and 713</b>	<b>\$ 783,100</b>

CFX argued both before and during trial that the highest and best use analysis performed by Mr. Dreggors was unduly speculative, as the property did not have sufficient access to develop a residential subdivision as of the date of taking. The Court ultimately held that the Landowners were not able to lay a sufficient factual predicate to support a subdivision highest and best use.

On May 2, 2016, the jury unanimously reached the following verdict:

a. Value of the Part Taken, Parcel 113 A&B	\$ 10,000
b. Value of the Land Taken, Parcel 713	\$ 500 (stipulated)
c. Value of the Improvements Taken	\$ 4,700 (stipulated)
d. Cost to Cure	\$ 2,100 (stipulated)
e. Severance Damages	\$242,700
<b>f. Total, Full Compensation</b>	<b>\$260,000</b>

CFX previously deposited \$75,300, leaving a remaining balance of \$184,700 to be paid to the Hatchers. Prejudgment interest adds approximately another \$20,000 to the judgment (this is estimated, as the final judgment had not yet been entered by the court as of the date of this memorandum). The judgment will be subject to apportionment from other parties, including a potential mortgage holder. Attorneys fees to the Callan law firm will be approximately \$60,961.00 based on statutory betterment. Expert fees have not yet been determined. The Landowners will have thirty (30) days from entry of the final judgment to file a Notice of Appeal with the Fifth District Court of Appeal.

**ATTACHMENTS:**

Sketch of Subject Property  
Verdict Form

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR  
ORANGE COUNTY, FLORIDA

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

Petitioner,

vs.

CASE NO.: 2013-CA-014414-O

BRUCE A. HATCHER, et al.,

PARCEL Nos.: 113 (Parts A & B); 713  
Hatcher

Respondents.

VERDICT

FILED IN OPEN COURT

5-2-16  
Clerk, Cir. Ct., Orange Co., FL

By

D.C.

WE, the Jury, find as follows:

1. That an accurate description of property taken by Petitioner in this action is attached  
hereto as Exhibit A.

2. That Full Compensation to be paid by Petitioner to Respondents HATCHERS as a result  
of the taking of the property in this matter is:

- |  |                     |
|--|---------------------|
| a. Value of Land Taken, Parcel 113 A&B,                                    | \$ <u>10,000.00</u> |
| b. Value of Land Taken Parcel 713,   | \$ <u>500.00</u>    |
| c. Value of Improvements Taken in Parcels 113 A&B, 713                     | \$ <u>4,700.00</u>  |
| d. Cost to Cure Damages for the fence, gate and landscaping                | \$ <u>2,100.00</u>  |
| e. Severance Damages to HATCHERS remaining<br>Land & Improvements, if any, | \$ <u>242,700</u>   |
| f. Total, Full Compensation to HATCHERS<br>(add a+b+c+d+e)                 | \$ <u>260,000</u>   |

SO SAY WE ALL, this 2 day of, April/May, 2016, at Orange County, Florida.

  
As Foreperson

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

PARCEL NO. 113  
PURPOSE: PART A LIMITED ACCESS RIGHT OF WAY  
PURPOSE: PART B RIGHT OF WAY  
ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

#### PARCEL NO. 113 PART A - LIMITED ACCESS RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6077, PAGE 2248 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 02°14'21" EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 20.01 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 20 FEET OF THE EAST 300 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°27'24" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 279.34 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°27'45" WEST, A DISTANCE OF 20.10 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE NORTH 89°28'38" EAST ALONG SAID NORTH LINE, A DISTANCE OF 278.71 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 5,594 SQUARE FEET, MORE OR LESS.

#### PARCEL NO. 113 PART B - RIGHT OF WAY

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6077, PAGE 2248 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 89°28'38" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 278.71 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°27'45" EAST, A DISTANCE OF 20.10 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 20 FEET OF THE EAST 300 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°27'24" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 20.58 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 37°23'29" WEST ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6077, PAGE 2248 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 106.13 FEET TO A POINT; THENCE DEPARTING SAID EASTERLY LINE, RUN NORTH 52°36'26" WEST, A DISTANCE OF 29.99 FEET TO A POINT; THENCE NORTH 00°31'19" WEST, A DISTANCE OF 85.41 FEET TO A POINT ON THE AFORESAID NORTH LINE; THENCE NORTH 89°28'38" EAST ALONG SAID NORTH LINE, A DISTANCE OF 109.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,694 SQUARE FEET, MORE OR LESS.

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

SHEET 1 OF 4

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 14, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO. 113



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

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

LAND SURVEYOR BUSINESS LICENSE NO. 4556



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

PARCEL NO. 713  
PURPOSE: TEMPORARY CONSTRUCTION EASEMENT  
ESTATE: TEMPORARY CONSTRUCTION EASEMENT

#### LEGAL DESCRIPTION

PARCEL NO. 713

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6077, PAGE 2248 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 6"X6" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE SOUTH 89°28'38" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36, A DISTANCE OF 388.19 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°31'19" EAST, A DISTANCE OF 53.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°31'19" EAST, A DISTANCE OF 32.08 FEET TO A POINT; THENCE SOUTH 89°28'41" WEST, A DISTANCE OF 34.46 FEET TO A POINT; THENCE NORTH 00°31'19" WEST, A DISTANCE OF 32.08 FEET TO A POINT; THENCE NORTH 89°28'41" EAST, A DISTANCE OF 34.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,106 SQUARE FEET, MORE OR LESS.

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

SHEET 2 OF 4

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 14, 2013

PROJECT NO.: H20-01

DRAWN: PM CHECKED: JMS

STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO. 713



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 117

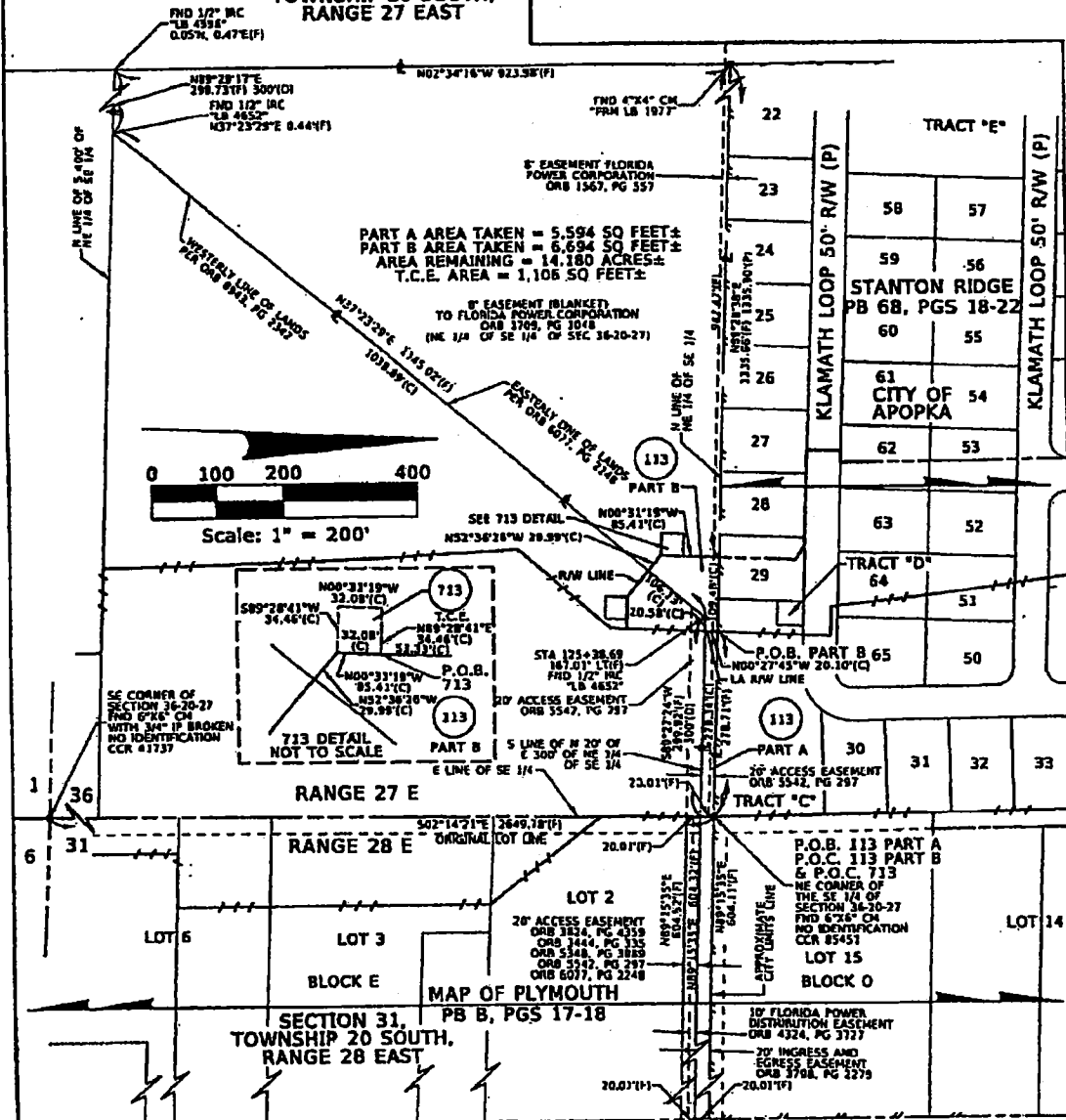
MAITLAND, FLORIDA 32751

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

LAND SURVEYOR BUSINESS LICENSE NO. 6356

# SKETCH OF DESCRIPTION

## SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST



SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS PLYMOUTH SORRENTO ROAD!  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND (R/W WIDTH VARIES) EXISTING R/W

SHEET 3 OF 4

FOR: ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 14, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429  
OOCEA PROJECT NO. 429-202  
PARCEL NO.'S 113 & 713



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

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

LAND SURVEYOR BUSINESS LICENSE NO. 6556

## SKETCH OF DESCRIPTION

### LEGEND AND ABBREVIATIONS

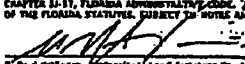
(C)	= CALCULATED	LT	= LEFT
(D)	= DEED	NO.	= NUMBER
(F)	= FIELD	OAB	= OFFICIAL RECORDS BOOK
(P)	= PLAT	1	= PROPERTY LINE
CCR	= CERTIFIED CORNER RECORD	PB	= PLAT BOOK
CM	= CONCRETE MONUMENT	PG	= PAGE
FND	= FOUND	PGS	= PAGES
ID	= IDENTIFICATION	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
IR	= IRON ROD	R/W	= RIGHT OF WAY
IRC	= IRON ROD AND CAP	RT	= RIGHT
LA	= LIMITED ACCESS	SQ	= SQUARE
		STA	= STATION
		T.C.E.	= TEMPORARY CONSTRUCTION EASEMENT

### GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 02°14'21" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED JULY 17, 2012, FILE NO. 2037-2774482, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

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 NEAREST TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 11-11, FLORIDA ADMINISTRATIVE CODE, PARAGRAPH 47B OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND EXCEPTIONS/CHANGES HEREON.	
 DATE: 07-11-2013	
State of Florida, Professional Land Surveyor No. 4974	
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 16, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	STATE ROAD 429 OOCEA PROJECT NO. 429-202 PARCEL NO.'S 113 & 713
GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 3700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32753 VOICE: (407) 650-2322 FAX: 650-8223 LAND SURVEYOR BUSINESS LICENSE NO. 6356	

#### **Temporary Construction Easement Terms**

A temporary non-exclusive easement on, over and through the Property, described as Parcel 713, for the purpose of access and construction of the Highway Facilities, including the right to perform all work, and, without limitation, the right to enter upon the Property for the purposes of sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration during the Authority's construction of the Highway Facilities, as the Authority deems necessary or prudent. The temporary construction easement shall expire upon the completion of the construction of the Project or three (3) years from the date of execution of the temporary construction easement, whichever is sooner.



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY







Central Florida Expressway Authority  
Right of Way Committee  
May 25, 2016

# DISCUSSION OF VERDICT

S.R. 429 Wekiva Parkway  
Project 429-202  
Parcels 113/713



# Aerial Photo





# Subject Property - Residence





# Summary of Values

PARCEL 113/713	CFX'S VALUATION	HATCHER'S VALUATION	JURY VERDICT
Value of Land Taken, Parcel 113	\$7,700 (\$27,000/ac)	\$20,000 (\$70,000/ac)	\$10,000
Value of Land Taken, Parcel 713	\$300	\$500	\$500
Value of Improvements	\$4,700	\$4,700	\$4,700
Cost to Cure Damages	\$2,100	\$2,100	\$2,100
Severance Damages	\$66,700 (10%)	\$756,200 (30% from \$30,000/ac)	\$242,700
<b>Total Compensation</b>	<b>\$81,500</b>	<b>\$783,500</b>	<b>\$260,000</b>



# Trial

- 12 Jurors and 1 Alternate Juror
- 6 days of trial
- Site Visit
- Witnesses
  - CFX called 1 expert witness and 1 fact witness
  - Landowners called 5 expert witnesses and 0 fact witnesses.



USER: schn2087  
11:20:48 AM  
5/18/2016  
T:\PROJECTS\CFX\RW Exhibits\Wekiva\exhibit01-b.dgn

CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY

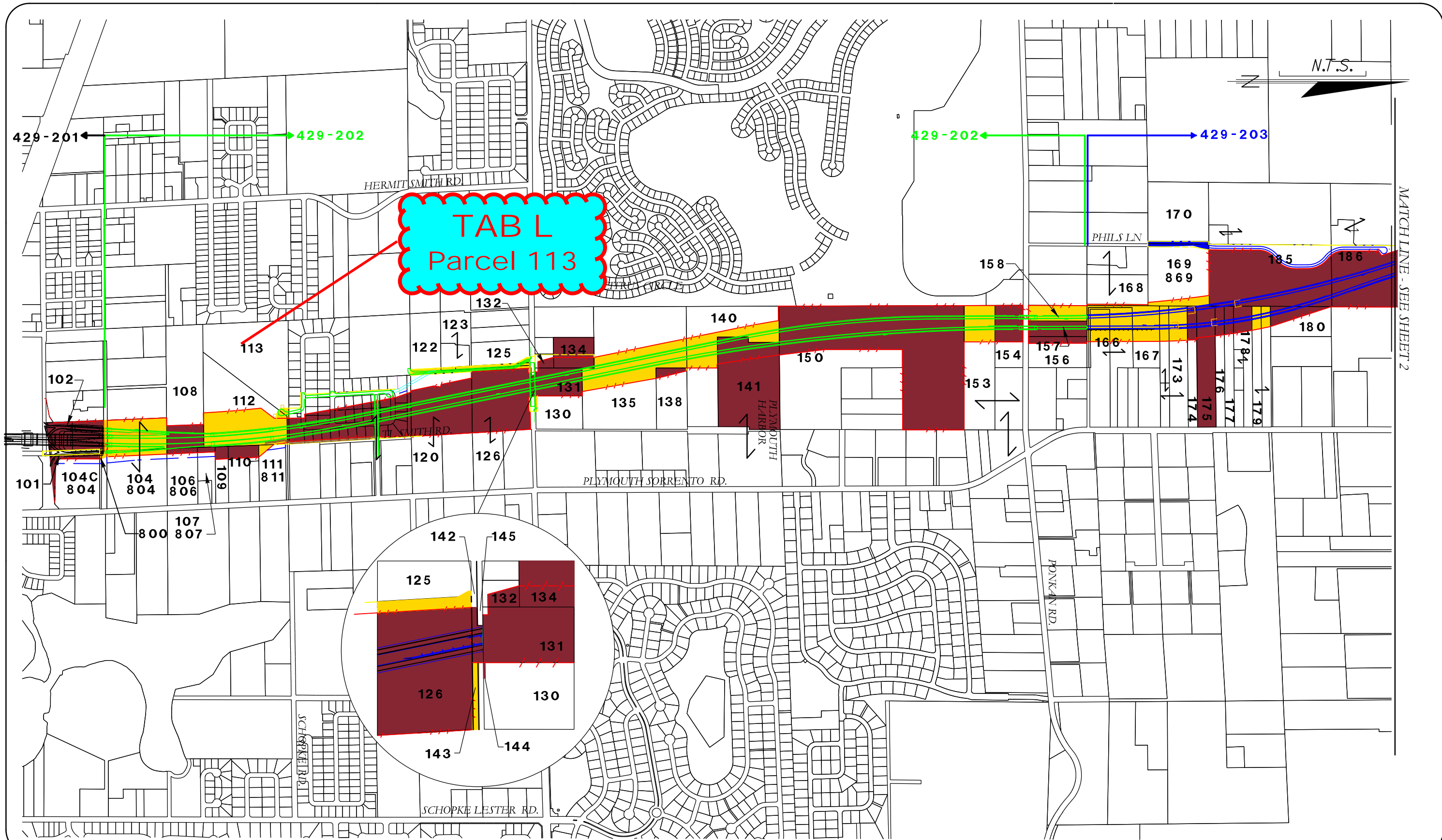
WEKIVA PARKWAY

Legend

	ACQUIRED/COMPLETE
	ACQUIRED/PENDING LITIGATION
	ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT  
May 18, 2016  
SUBJECT TO CHANGE

1  
OF  
5



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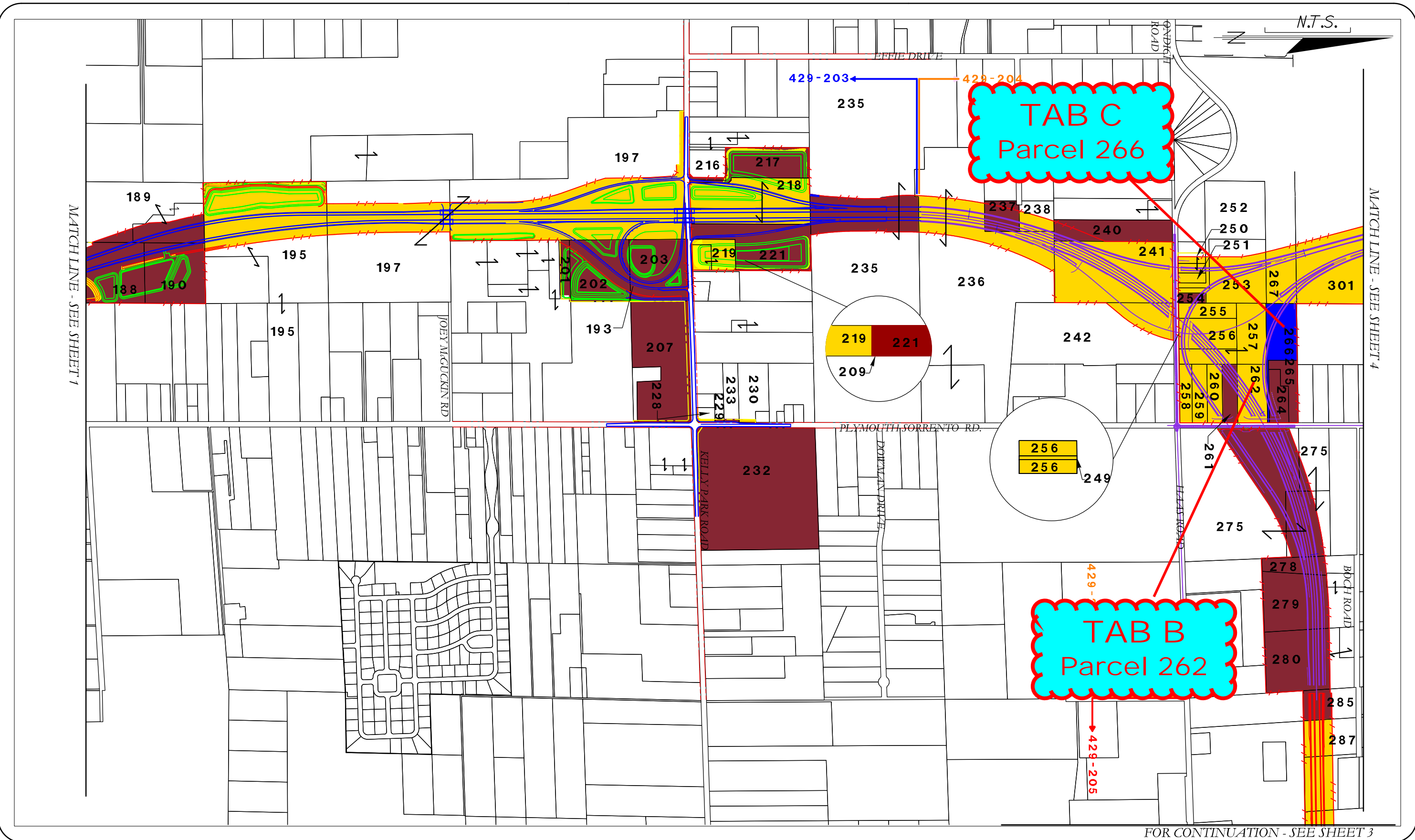
CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY

WEKIVA PARKWAY

Legend  
■ ACQUIRED/COMPLETE  
■ ACQUIRED/PENDING  
LITIGATION  
■ ACQUIRED/PENDING  
FEES & COSTS

RIGHT-OF-WAY EXHIBIT  
May 18, 2016  
SUBJECT TO CHANGE

2  
OF  
5



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CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY

WEKIVA PARKWAY

Legend	
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RIGHT-OF-WAY EXHIBIT  
May 18, 2016  
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3  
OF  
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CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY

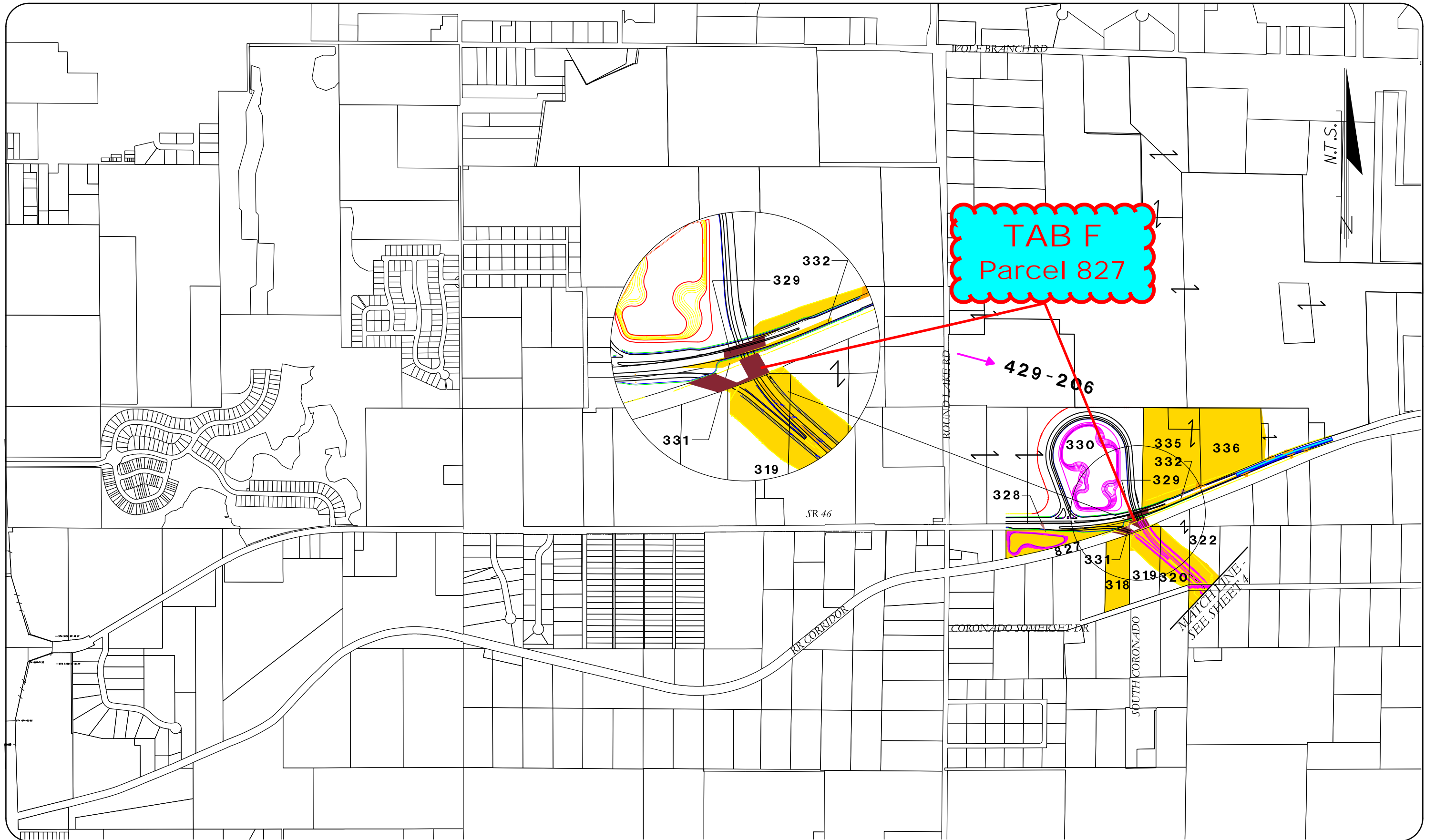
WEKIVA PARKWAY

Legend

- ACQUIRED/COMPLETE
- ACQUIRED/PENDING LITIGATION
- ACQUIRED/PENDING FEES & COSTS

RIGHT-OF-WAY EXHIBIT  
May 18, 2016  
SUBJECT TO CHANGE

5  
OF  
5





# CFX Project Section Map

