

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel



DATE: February 24, 2016

RE: *Central Florida Expressway Authority v. Mockingbird Orlando, LLC*
Project 599-1260, Parcel 100, Part A and Parcel 100, Part B for
Improvements at the Interchange of State Roads 417 and 528
Parent Tract Location: Northwest Corner of S.R. 417 and S.R. 528
Parcel 100 Part A: 4.278+/- acres along S.R. 528 for retention
Parcel 100 Part B: 2.048+/- acres at the northwest corner for the ramp

INTRODUCTION

Last year, the Central Florida Expressway Authority ("CFX") Board adopted a resolution approving the acquisition of Project 599-1260, Parcel 100, part A and Parcel 100, part B for improvements at the interchange of State Roads 417 and 528 and along S.R. 528 in the general area depicted on **Composite Exhibit 1**. The improvements are for two reasons. First, the improvements will allow for the reconstruction of the southbound S.R. 417 (Greenway) ramp connecting to the westbound S.R. 528 (Beachline) to accommodate an increased design speed from 40 m.p.h. to 60 m.p.h. Second, the auxiliary lane on S.R. 528 will be extended from the S.R. 417 ramp to the S.R. 15 exit. Currently this section of S.R. 528 has 3-lanes from the S.R. 417 ramp, reducing to 2-lanes on the S.R. 528 mainline, before again reopening to three-lanes through S.R. 15 (Narcoossee Road). The proposed 3-lane configuration will improve the westbound traffic flow. Additional property is needed for stormwater treatment purposes.

APPRAISED VALUE OF PARCEL 100, PART A AND B

CFX retained Paul M. Roper, MAI, SRA, to appraise the subject property. As stated in his appraisal report, the property was formally used as the Pine Castle Jeep Bombing Range. The property is considered to be contaminated with leftover buried munitions, explosives and bombs that were used in the 1940s at the time the property was leased by the military. Prior to commencing any development, the property will need to be remediated.

Mr. Roper appraised the property as if clean at \$55,400 per gross acre for a total of \$351,000 for the 6.326 acres of property needed. Mockingbird Orlando, LLC, has agreed to accept CFX's appraised value and agreed to remediate CFX's portion of the subject property as a priority. In return, the property owner would like to obtain a right of entry along the northern boundary of S.R. 528 for access purposes for a period of twenty-four (24) months.

Attached is a proposed Real Estate Purchase Agreement setting forth the anticipated completion dates of May 2016 to complete the requirements of the Integrated Corrective Action Plan and June 2016 as an anticipated deadline to receive a no further action notice from the Florida Department of Environmental Protection. A closing would take place thereafter.

REQUESTED ACTION

We respectfully request the Board approve the Right of Way Committee's recommendation of the attached Real Estate Purchase Agreement, which sets the purchase price at the appraised value, requires Mockingbird Orlando to prioritize the cleanup of the property needed by CFX, grants the owner temporary access for remediation, among other terms as set forth therein.

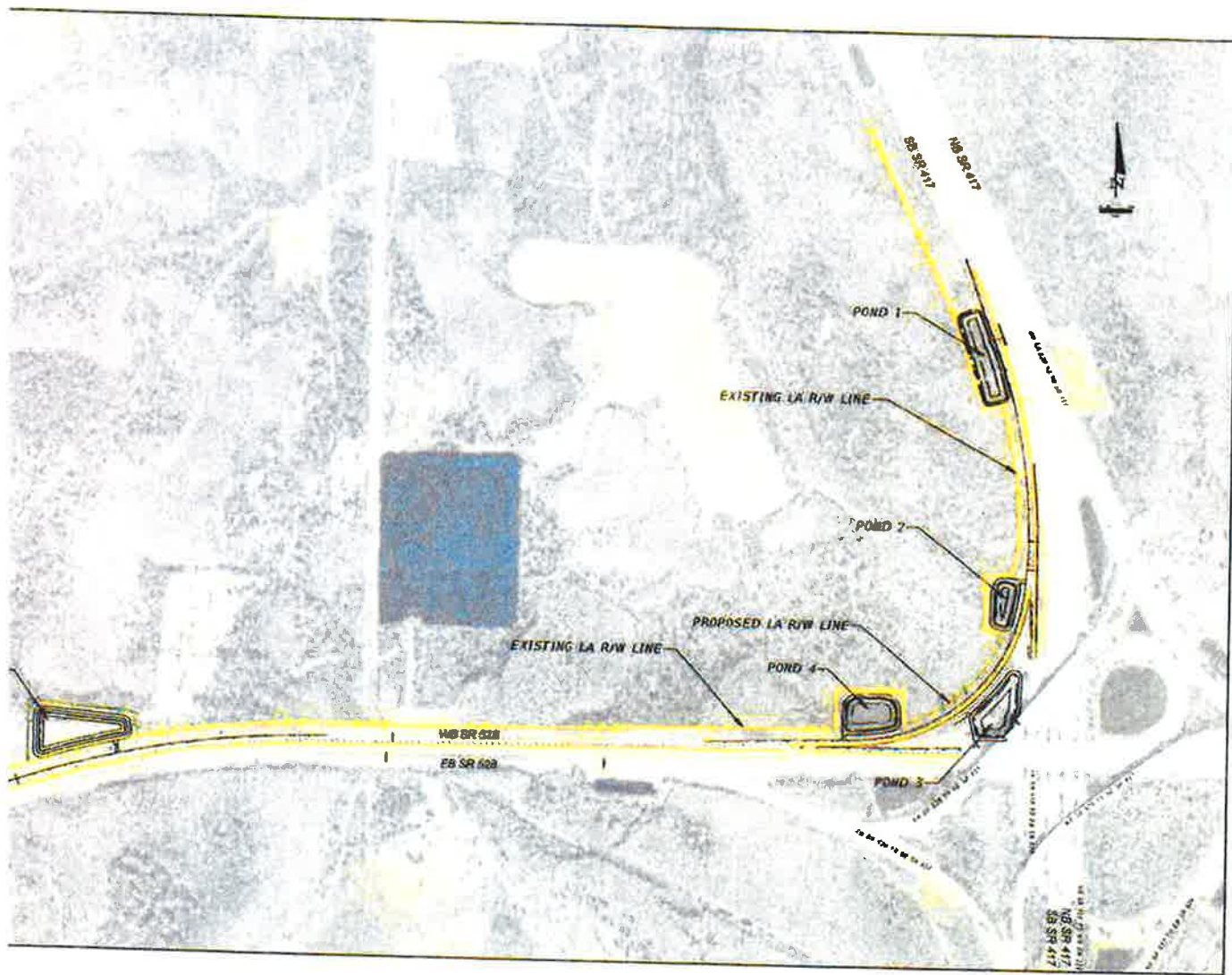
ATTACHMENTS

1. Aerial Maps
2. Easement or License from Adjacent Parcel
3. Purchase Agreement



EXHIBIT I

SB SR 417 TO WB SR 528 RAMP REALIGNMENT PROPOSED CONDITION



PARCEL NO. _____
PROJECT _____
MOCKINGBIRD TAX ID # 20-0546792

REAL ESTATE PURCHASE AGREEMENT

This **REAL ESTATE PURCHASE AGREEMENT** ("Agreement") is made and entered into this ____ day of _____, 2016, (the "Acceptance Date") by and between **MOCKINGBIRD ORLANDO, LLC**, a Florida limited liability company, ("Owner"), whose address is 2200 East 4th Avenue, Hialeah, Florida 33013 and whose U.S. Taxpayer Identification Number is _____ and the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, ("CFX"), whose address is 4974 ORL Tower Road, Orlando, FL 32807.

W I T N E S E T H:

WHEREAS, Owner is the fee simple owner of a certain parcel of real property located in Orange County, Florida (the "Property"), being more particularly described in Composite Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, CFX desires the Property as right of way for future construction and maintenance of an authorized roadway and/or related facilities or for other appropriate and legally authorized uses, and CFX is required by law to furnish same for such purpose; and

WHEREAS, Owner, under threat of condemnation, desires to sell to CFX and CFX desires to purchase from Owner the Property upon the terms and conditions herein below set forth.

WHEREAS, pursuant to Section 334.27, Florida Statutes, CFX is a governmental transportation entity and CFX is not subject to any liability imposed by Chapters 476 or 403, F.S., for preexisting soil or ground water contamination due solely to its ownership.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by CFX to Owner, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, CFX and Owner hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Agreement to Buy and Sell.** Owner, under threat of condemnation, agrees to sell to CFX and CFX agrees to purchase from Owner the Property in the manner and upon the terms and conditions herein below set forth in this Agreement.

3. **Purchase Price.** The total Property to be purchased from Owner is the sum of 4.278 acres plus 2.048 acres, more or less, for Parcel 100, Part A, and Parcel 100, Part B, as more particularly described in the legal descriptions and sketches attached hereto as **Composite Exhibit "A"**, and includes any and all site improvements (the "Property"). The total purchase price (the "Purchase Price") to be paid by CFX to Owner for the Property shall be Three Hundred and Fifty One Thousand Dollars (\$351,000.00) which Purchase Price shall be paid by CFX to Owner at Closing. The Purchase Price shall be paid by a check from CFX or by wire transfer of funds, subject to appropriate credits, adjustments and prorations as herein below provided, and represents the full compensation to Owner for the Property and for any damages suffered by Owner and any adjoining property owned by Owner in connection with the transaction contemplated under this Agreement.

4. **CFX's Right of Inspection.**

(a) **Right of Inspection.** CFX shall at all times before Closing have the privilege of going upon the Property with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which CFX, in its discretion, deems necessary or desirable to determine the suitability of the Property for its intended uses thereof. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property. CFX may, in its sole discretion and at its sole cost and expense, have the Property tested, surveyed and inspected to determine if the Property contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants. As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). CFX may obtain a hazardous waste report prepared by a registered engineer, which report, if obtained, shall be satisfactory to CFX in its sole discretion. In the event CFX determines that said report is not satisfactory, CFX may terminate this Agreement, both parties thereby being relieved of all further obligations hereunder.

(b) **Termination.** In the event Authority elects to exercise its right to terminate this Agreement pursuant to the provisions of Section 4(a) hereof, such election must be exercised by providing written notice of the election to Owner (the "Termination Notice"), which Termination Notice must be timely provided (pursuant to the Notices provisions in Section 11 hereof) prior to the then-scheduled date of Closing.

(c) **Indemnification.** Subject to limitations provided in Statute 768.28, Florida Statutes, Authority hereby agrees to indemnify and hold harmless Owner against all claims, demands, and liabilities, including but not limited to attorneys' fees, or non-payment of services rendered to or for Authority, or damages or injuries to persons or property, or the property, arising out of Authority's inspection of the Property, and not resulting from the wrongful acts or omissions of Owner or Owner's agents. Notwithstanding anything to the contrary set forth in this

Agreement, the agreement to indemnify and hold Owner harmless in this Section 4(c) shall survive the Closing or any earlier termination of this Agreement as provided herein. The grant of indemnity in this Section shall include all actions undertaken by Authority or Authority's employees, agents, or consultants. In the event Authority terminates this Agreement during the inspection period Authority shall repair any damage to the Property resulting from Purchaser's inspection activities. In the event this Agreement is not terminated pursuant to the preceding provisions of this Section 4, as to all Authority's access to and inspections of the Property occurring subsequent to the expiration of the time period for inspection and prior to the Closing the preceding provisions of this Section 4, including the indemnification provisions, shall remain in full force and effect, and shall survive the termination of this Agreement. CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations under this Agreement are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

5. **Evidence of Title.** At any time within sixty (60) days of the Acceptance Date, CFX may, at CFX's sole cost and expense, order a commitment from an agent of CFX's selection, for a policy of Owner's Title Insurance (the "Commitment") which shall be written on a title insurance company reasonably satisfactory and acceptable to CFX. Copies of all documents constituting the exceptions referred to in the Commitment shall be attached thereto. A complete copy of the Commitment and all title exception documents shall be provided to Owner by CFX within ten (10) days of CFX's receipt of the Commitment and title exception documents. The Commitment shall bind the title company to deliver to CFX a policy of Owner's Title Insurance which shall insure CFX's title to the Property in an amount equal to the Purchase Price. CFX shall have thirty (30) days from the date of receipt of the latter of the Commitment or the Survey (as defined below) to examine same and notify Owner, in writing and in accordance with the Notices procedures specified in Section 11 hereof, of any defects, a defect being a matter which would render title unmarketable or is otherwise unacceptable to CFX. Owner shall have thirty (30) days from receipt of notice within which to remove such defect(s), and if Owner is unsuccessful in removing same within said time period, CFX shall have the option of: (i) accepting title as it then is; or (ii) terminating this Agreement, whereupon each party shall then be released of all further obligations hereunder. Owner agrees that it will, if title is found to be unmarketable or otherwise unacceptable to CFX, remove or correct the defect(s) in title within the time period provided therefor. In the event any of the foregoing time periods extend beyond the Closing Date, the Closing Date shall extend accordingly at CFX's option. Those matters set forth on **Exhibit "B"** attached hereto and incorporated herein by reference, together with those title exceptions listed in the Commitment and accepted by CFX, shall be deemed and collectively referred to herein as the "Permitted Exceptions". CFX shall take title to the Property subject to the Permitted Exceptions. At Closing, CFX shall pay the premium for the Owner's Title Insurance Policy to be issued.

6. **Survey.** CFX shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the "Survey"). Any Survey shall be performed and certified to CFX, Owner, and the title company issuing the Commitment in accordance with applicable law, statutes and regulations and shall have located thereon all matters listed in the Commitment which are capable of being shown on a survey. Any survey exceptions or matters not reasonably acceptable to CFX shall be treated as title exceptions. The surveyor shall provide to CFX and Owner certified legal descriptions and sketches of said descriptions delineating the Property into various portions of right of way and the legal descriptions will be included in the deed as an additional description of the Property conveyed by Owner.

7. **Closing Date and Closing Procedures and Requirements.**

(a) **Closing Date.** The closing of the purchase and sale contemplated under this Agreement (the "Closing") shall be held on a date not greater than thirty (30) days following the completion of the environmental remediation of the Property in compliance with the terms of the Voluntary Clean-up Order (VCO) which has been issued by the Florida Department of Environmental Protection ("FDEP") and is more particularly described in Section 18 below, the issuance by FDEP of a no further action determination with respect to the Property regarding the environmental remediation, and the expiration of any appeal period with respect to the FDEP no further action determination. As specified in Section 18 below, Owner shall provide to CFX copies of correspondence, reports, other status updates, and other documentation generated or received as part of or in conjunction with the VCO, including specifically copies of the no further action determination by FDEP (which will be provided by Owner to CFX immediately upon receipt by Owner). Upon issuance of the FDEP no further action determination and expiration of any appeal period with respect thereto the Parties shall agree on a mutually acceptable closing date (unless an alternate closing date is determined by CFX under the provisions of sub-Section 7(b) immediately below), which closing date shall occur within thirty (30) days of satisfaction of the above listed contingencies regarding the FDEP no further action determination.

(b) **Alternate Closing Date.** Notwithstanding any other provisions of this Agreement to the contrary, including the provisions of sub-Section 7(a) immediately above, CFX shall retain the right, at its election, to schedule a Closing date and close on the purchase of the Property prior to the completion of the environmental remediation of the Property (and contiguous real property also owned by Owner) by Owner. In the event CFX elects to set an alternate closing date under the provisions of this Sub-Section the following provisions shall apply:

(i) CFX election of an alternate closing date prior to completion of the environmental remediation of the Property shall not terminate or alter Owner's obligation under this Agreement to complete the environmental remediation of the Property required under the VCO described in Section 18 herein. Owner shall continue to pursue completion of the environmental remediation of the Property with due diligence, and thereafter obtain a no further action determination regarding the property by FDEP (the FDEP no further action determination may be included in a no further action determination that includes the Property other contiguous real property owned by Owner).

(ii) In the event CFX elects to close on the purchase of the Property prior to the completion of the environmental remediation of the Property the Owner, Owner's environmental remediation contractor, and their respective agents, employees and sub-contractors shall be provided a contractual rights of entry for the Property to allow completion of the environmental remediation of the Property by Owner and Owner's contractors. The contractual right of entry to the Property shall occur in accordance with the same procedure and requirements for the contractual right of entry CFX will provide to Owner and Owner's contractors and consultants with respect to the access parcel which is described in Section 19 below, including the terms of the contractual right of access described in Section 19, for not more than twenty-four (24) months.

(iii) In the event CFX exercises its right to complete the Closing of the purchase of the Property prior to completion of the environmental remediation, CFX shall not be responsible for any additional cost incurred by Owner for completion of the environmental remediation of the Property as a result of Owner's environmental remediation contractor incurring additional expenses as a result of CFX's ownership of the Property during the remediation process.

(c) Conveyance of Title. At the Closing, Owner shall execute and deliver to CFX a Special Warranty Deed, in the form and content attached hereto as Exhibit "C" and incorporated herein by reference, conveying fee simple marketable record title to the Property to CFX, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances whatsoever, except for Permitted Exceptions and other title exceptions to which CFX has not objected or which CFX has agreed to accept pursuant to any other provisions of this Agreement. In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Owner, such mortgage, lien or encumbrance shall, at CFX's election, be satisfied and paid with the proceeds of the Purchase Price.

(d) Conveyance of Possession. Title shall transfer as of the Closing Date and, Owner shall abandon and vacate the Property and shall remove all personal property not included in this transaction that Owner intends to remove from the Property and for which CFX has not paid Owner as part of the Closing. Owner shall surrender possession of the Property to CFX at the Closing free of any tenancies, sub-tenancies or encumbrances, except those listed on the Permitted Exceptions attached as Exhibit "B". Any personal property or fixtures left by Owner upon the Property after the Closing Date shall be presumed to be abandoned, and CFX will have the right to remove and destroy such property or fixtures without any responsibility or liability to Owner for any damages or claims whatsoever.

(e) Prorating of Taxes and Assessments. Owner shall pay all taxes, assessments and charges applicable to the Property for the period of time prior to the Closing Date. At Closing, Owner will pay to CFX or the closing agent, by credit to the Purchase Price or otherwise, Owner's pro rata share of all taxes, assessments and charges as determined by the Orange County Property Appraiser, the Orange County Tax Collector and/or other applicable governmental authority.

(f) Closing Costs. CFX shall, at Closing, pay: (i) all real property transfer and transaction taxes and levies, including documentary stamps on the Statutory Warranty Deed delivered to CFX hereunder, if any, relating to the purchase and sale of the Property; (ii) the cost of recording the Statutory Warranty Deed delivered hereunder; (iii) all costs pertaining to the title commitment, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements requested by CFX, and all costs related to the issuance of the Commitment and a title insurance policy insuring title to the Property, should CFX desire to obtain a title insurance policy on the Property; (iv) all of the costs and expenses associated with the Survey, should CFX desire to obtain a Survey. All other costs incurred at Closing shall be borne by the parties in accordance with the custom and usage in Orange County, Florida.

(g) General Closing Documents. At Closing, the Owner shall sign a closing statement, an owner's affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes, and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA) and such other documents as are necessary to complete the transaction. If the Owner holds title to the Property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity whatsoever, then no later than fourteen (14) days before this Agreement is considered by the CFX Board, the Owner shall sign a beneficial interest affidavit described in Section 286.23, Florida Statutes, as applicable (a copy of which is attached hereto as Exhibit "D").

8. Maintenance of Property. From and after the date hereof and until physical possession of the Property has been delivered to CFX, Owner will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property or its use, and Owner will pay all taxes and assessments relative to the Property prior to the due date thereof. From and after the date hereof, Owner shall not offer to sell the Property to any other person or entity or enter into any verbal or written agreement, understanding, or contract relating to the sale or conveyance of the Property or any interest therein.

9. Warranties and Representations of Owner. To induce the Authority to enter into this Agreement and to purchase the Property, Owner, in addition to the other representations and warranties specifically set forth herein, represents and warrants to Authority that, as of the date hereof, and as of the Closing Date, the following representations and warranties are (or if applicable will be as of the Closing) true and correct, and shall survive the Closing as to all claims asserted by notice given to the representing party given within one (1) year after the Closing:

(a) That Owner owns fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances and there are no tenancy, rental or other occupancy agreements affecting the Property.

(b) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality, other than the VCO issued by the Florida Department of Environmental Protection, described in Section 18 below.

(c) Owner has the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Owner hereunder.

(d) Owner has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance encumbering the Property or any covenants, conditions, restrictions, rights-of-way or easements which may affect the Property or any portion or portions thereof, and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way or easements.

(e) Other than those matters contained in the VCO described in Section 18 below Owner has no knowledge that the Property has ever been used by previous owners and/or operators to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances. Owner has no knowledge of the Property having ever contained nor does it now contain either asbestos, PCB or other toxic materials, whether used in construction or stored on the Property, and Owner has not received a summons, citation, directive, letter or other communication, written or oral, from any agency or Department of the State of Florida or the U. S. Government concerning any intentional or unintentional action or omission on Owner's part which had resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances. Owner has no knowledge of any release of Hazardous Substances or notice of violation of any environmental law related to such operation.

(f) Other than those matters contained in the VCO described in Section 18 below Owner has no knowledge of any anti-pollution, Environmental Laws, rules, regulations, ordinances, orders or directives which would hinder, prevent or substantially obstruct CFX's use of the Property.

(g) Other than those matters contained in the VCO described in Section 18 below There are no Hazardous Substances, pollutants, contaminants, petroleum products or by-products, asbestos or other substances, whether hazardous or not, on or beneath the surface of the Property, which Owner or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state or federal government or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.

(h) No person, firm or other legal entity other than CFX has any right or option whatsoever to acquire the Property or any portion thereof or any interest therein, other than as is specified herein. Notwithstanding any other provisions of this Agreement to the

contrary, the Property is a portion of a larger parcel of property which is the subject of an Amended and Restated Real Estate Purchase Agreement between Owner and Beachline North Residential, LLC having a current Effective Date of April 28, 2015 ("Beachline Purchase Agreement"). CFX acknowledges that Owner has previously disclosed to CFX that the Property is included in Property covered by the terms of the Beachline Purchase Agreement. The Buyer under the Beachline Purchase Agreement (Beachline North Residential, LLC) has agreed to release from the terms of that Purchase Agreement its right to purchase the Property which is the subject of this Agreement, concurrent with the sale of the Property to CFX (which release will include a release of any right to the sales proceeds to Owner arising out of this Agreement). At Closing Owner will provide to CFX, in form and content reasonably satisfactory to CFX, a Release of Interest executed by Beachline North Residential, LLC, releasing its right to purchase the Property or receive any sales proceeds therefrom.

(i) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Owner of any provision of any agreement or other instrument to which Owner is a party or to which Owner may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Owner.

(j) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(k) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which Owner has knowledge, Owner will immediately disclose same to CFX when such knowledge is first available to Owner; and in the event of any change which may be deemed by CFX to be materially adverse, CFX may, at its election, terminate this Agreement.

10. **Defaults.** In the event either party breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, and the failure of the defaulting party to cure the default within thirty (30) days of the effective date of a written Notice of Default from the non-defaulting party to the defaulting party, the non-defaulting party, in its sole discretion, shall be entitled to: (i) terminate this Agreement, in which event this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect (other than obligations which, by the terms of this Agreement, expressly survive the termination of the Agreement); or (ii) pursue an action for specific performance of this Agreement against Owner (CFX acknowledges that it has waived any right to pursue an action for damages against Owner, in the event of a default by Owner); provided, however, that nothing contained in this subsection shall limit or prevent CFX from exercising its power of eminent domain to acquire, by condemnation, title to the Property.

11. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3)

days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director
Telephone: (407) 690-5000
Facsimile: (407) 690-5011

With a copy to: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000

Owner: MOCKINGBIRD ORLANDO, LLC
Attn: John J. Brunetti, Jr.
2200 East 4th Avenue
Hialeah, Florida 33010
Telephone: (305) 885-8000

With a copy to: Steven H. Gray, Esq.
Gray, Ackerman & Haines, P.A.
125 NE First Avenue, Suite 1
Ocala, Florida 34470-6675
Phone: (352) 732-8121
Fax: (352) 368-2183

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

12. **Conditional Acceptance.** Owner hereby acknowledges and agrees that CFX's execution hereof and acceptance of the terms and provisions hereof constitute a conditional acceptance and agreement. Notwithstanding anything to the contrary contained herein, it is expressly acknowledged and agreed that, pursuant to Section 286.011(1), Florida Statutes, as amended from time to time, this Agreement shall be subject to the final approval and acceptance by CFX's Board, in its sole discretion, and shall be accepted or rejected by said Board on or before ninety-five (95) days after the Effective Date of this Agreement (the "Acceptance Date"). In the event of Acceptance, CFX shall notify Owner in writing within fifteen (15) days after the Board meeting at which the Agreement was accepted by executing and delivering the Notice of Approval and Acceptance in the form attached hereto as **Exhibit "E"**. Provided this Agreement is timely accepted by CFX, this Agreement shall continue in full force and effect, subject to the

terms and provisions hereof. In the event CFX shall fail to accept this Agreement on or before the Acceptance Date, this Agreement shall be deemed rejected. If this Agreement is rejected or deemed rejected by CFX, this Agreement shall automatically be null and void and of no further force or effect and the parties shall be released from all further obligations and liabilities hereunder. Owner hereby expressly acknowledges and agrees that Owner has made and entered into this Agreement in consideration of CFX's covenant to conditionally accept this Agreement subject to final acceptance by CFX, in its sole discretion, in accordance with the terms and conditions herein set forth.

13. **Design, Location and Funding Disclosure.** In accordance with Section 5-5.025 of the Central Florida Expressway Authority Property Acquisition & Disposition Procedures Manual, Owner acknowledges that: (i) the design and location of any contemplated or proposed roadway systems or access scenarios are not guaranteed unless otherwise specified therein; (ii) funding has not been completed for the subject project; and (iii) this Agreement may be subject to funding by a CFX bond issue or other applicable sources. Nothing included in this Section, including the acknowledgement that funding may be by a bond issue or other sources, shall operate to extend the scheduled date of Closing, or any other timeline dates in this Agreement.

14. **Acceptance Date.** When used herein, the term "Acceptance Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either CFX or Owner executes this Agreement.

15. **Release of CFX.** By execution of this Agreement and pursuant to Section 5-5.025 of the Central Florida Expressway Authority Property Acquisition & Disposition Procedures Manual, Owner acknowledges and agrees that as of the date of Owner's execution and delivery of the deed, Owner shall thereby remise, release, acquit, satisfy, and forever discharge CFX, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Owner ever had, then have, or which any personal representative, successor, heir or assign of Owner, thereafter can, shall or may have, against CFX, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Owner's conveyance of the Property to CFX or the applicable project, including, without limitation, any claim for loss of access, air, light or view to Owner's remaining property, or other severance damages to Owner's remaining property, business damages, consequential damages, or any other damages, all from the beginning of the world to the day thereof. A covenant shall be contained in the deed acknowledging Owner's agreement to the foregoing.

16. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed an offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

17. **Owner's Development Efforts.** The Authority agrees not to directly or indirectly oppose, challenge, or otherwise obstruct or impede the efforts of Owner or Owner's successors in title or assigns to obtain governmental approvals and develop its adjacent property; provided, however, that Owner acknowledges that it may need to obtain land development approvals and

permits before the City Council of the City of Orlando, Orange County Commission, other governmental entities, or departments thereof, and a vote of approval by any member of the CFX Board for this Purchase Agreement shall not impede the exercise of discretion by any member of the CFX Board in their role as a member of the City Council of the City of Orlando (or the mayor of the City), Orange County Commission, or as member of a board or commission or council of another governmental entity. As used herein, any references to Seller's adjacent property or similar phrase means all of the approximately 1,500 acre tract known as the Vista Lakes parcel.

18. **Voluntary Clean-up Order (VCO).** The parties acknowledge that the Property is subject to the provisions of a Voluntary Cleanup Order ("VCO") approved by FDEP, dated June 26, 2015, and all attachments to the VCO (including the Integrated Corrective Action Plan ("ICAP")) contained therein. As stated in the VCO, FDEP determined that significant quantities of munitions and explosives of concern ("MEC"), including unexploded ordnance, discarded military munitions, and munitions constituents may remain at the Property as a result of the historic operations and activities at the Property. As stated in the VCO and as confirmed by Owner, Owner has commenced completion of the FDEP approved ICAP, which plan requires field investigation, rehabilitation, and site restoration. Upon successful completion, the FDEP will issue a final determination that no further corrective measures or actions are required. The Owner agrees to prioritize the investigation, rehabilitation, and restoration the Property to be acquired by CFX in advance of other portions of the Owner's property. Owner will use its best efforts to complete the requirements in the ICAP on the Property by May 2016, with an anticipated no further action notice from FDEP as to the Property by June 2016. CFX has the right to monitor Owner's progress and proceedings with the FDEP and Owner or its consultants will provide CFX with copies of correspondence, reports, data, test results, permits, status updates, and other documentation generated or received as part of or in conjunction with the VCO or ICAP, upon the specific written request of CFX.

(a) Owner will pursue completion of the requirements of the VCO, as to the Property which is the subject of this Agreement, as a portion of the first remediation zone to be environmentally remediated under the terms of the VCO. Owner will use its best efforts to obtain a no further action determination from FDEP as to the first remediation zone for which remediation is completed under the VCO, as soon as reasonably possible, but Owner cannot guarantee to CFX that FDEP will issue a no further action determination for the Property prior to the completion of the environmental remediation of all of the real property which is the subject of the VCO.

19. **Contractual Right of Entry ("CROE").** In partial consideration for Owner's acceptance of CFX's appraised value of the Property as the agreed Purchase Price, and to facilitate acceleration of the completion of the environmental remediation of the Property under the terms of the VCO described in the preceding Section by rescheduling the environmental remediation of the Property under the terms of the VCO, CFX agrees that it will provide to Owner, for the benefit and use of Owner and Owner's contractors, consultants, employees, and agents, strictly for the facilitation of the environmental remediation for both the Property which is the subject of this Agreement and the remaining real property which is the subject of the VCO described in Section 18 above, a limited, non-exclusive, Contractual Right Of Entry (the "CROE") for ingress or egress, over and across an existing unimproved haul road located within

the boundaries of the right-of-way of SR 528 (the "Beachline Expressway"), a road facility owned and operated by CFX. The boundaries of the property for which the CROE will be provided, provision of the CROE, and additional terms with respect to the grant and usage of the CROE, shall be as follows:

(a) **Access Area.** The "Access Area" shall, generally, consist of the northerly twelve (12) feet of that segment of the right-of-way of the Beachline Expressway which is contiguous to the southerly boundary of the real property which is the subject of the VCO, and adjoining third-party properties to the east, the location of the Access Area being identified on the aerial overlay shown on attached Exhibit "F". Owner will provide, subject to CFX's reasonable review and approval, a legal description and sketch of the Access Area within twenty (20) days of the Acceptance Date. The westerly end of the Access Area will not connect to the right-of-way of Narcoossee Road, access from the Access Area directly to Narcoossee Road will not be permitted. Owner has provided to CFX documentation that Owner has obtained a non-exclusive right-of-entry from the owner of the gasoline station/convenience store located at the NE corner of the intersection of the Beachline Expressway and Narcoossee Road, access from the Access Area to Narcoossee Road will be provided by traversing said third-party parcel of property and accessing Narcoossee Road from the existing access driveways connecting the third-party parcel to Narcoossee Road.

(b) **Grant of CROE.** Owner has submitted to CFX an Application for the CROE described in this Section, a copy of which is shown on attached Exhibit "G", (the "Application") which when executed by both Owner and CFX will constitute the CROE Agreement between Owner and CFX. Owner shall comply with all standard requirements of CFX for issuance and use of CROE over CFX-owned property, and in addition shall comply with the following additional terms regarding the CROE. Prior to initiation of use of the CROE, Owner and CFX will enter into the CROE, in form and content which is reasonably acceptable to both Parties, which CROE shall contain, in addition to the grant of the CROE described herein, additional terms as follows:

(i) **Application Compliance.** Owner shall comply with all of the requirements of the Application, including but not limited to all requirements to provide CFX the specified insurance coverage specified in the Application.

(ii) **Limited Uses.** The CROE shall not be used for the delivery of heavy equipment or materials (such as, but not limited to, fill, lime rock, asphalt, poles, or other similar construction materials). The CROE shall be used solely for general vehicular traffic transporting the contractor and contractor's employees or agents to the site.

(iii) **Barricades, Etc.** Owner shall at Owner's sole cost, if required by CFX, install barriers of size and design (reasonably satisfactory to CFX) to prevent vehicles making use of the CROE from traversing onto the remainder of the right-of-way of SR 528.

(iv) **Term.** The term of the CROE shall extend until the first of the following dates to occur: (i) finalization of the environmental remediation of the adjoining property owned by Owner subject to the terms of the VCO, which will occur upon the issuance

of a no further action determination under the VCO by the Florida Department of Environmental Protection, and the expiration of all appeal periods with respect to the no further action determination; or (ii) the date twenty-four (24) months following the date of the CROE.

(v) Upon the expiration of the CROE, any and all rights or interests Owner or its successors or assigns may have in, over, and under the Access Area or any other portion of CFX's property shall terminate immediately.

20. **Delays.** In the event that FDEP does not issue a no further action notice by the date specified in Section 19 above, CFX has the option, but not the obligation, to purchase the Property "as is" and take over the corrective action with a price reduction to offset by the cost paid by CFX obtain a no further action letter from FDEP. Alternatively, CFX has the right to terminate this Agreement at its discretion.

21. **Warranties Regarding Brokers, Finders, Etc.** Owner represents and warrants to CFX, and CFX likewise represents and warrants to Owner, that they have neither dealt with, nor negotiated with, any broker, sales person or finder in connection with the sale of the Property to CFX, these representations and warranties of Owner and CFX shall survive the termination of this Agreement.

22. **Waiver/Time.** The waiver of any breach of any provision hereunder by CFX or Owner shall not be deemed to be a waiver of any proceeding or subsequent breach hereunder. No failure or delay of any part in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday, or federal holiday, the period shall run until the end of the next day which is neither a Saturday, Sunday or federal holiday. Any time period of five (5) days or less specified herein shall not include Saturdays, Sundays or federal holidays. Where used herein, the term "business day" shall be those days other than Saturdays, Sundays or federal holidays.

23. **Representation by Counsel.** CFX and Seller are both represented in this transaction by their selected counsel. This Agreement shall not be construed more or less favorably against either party, regardless of which party may be deemed the drafter hereof.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which constitute one and the same Agreement.

25. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by Owner and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs,

administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Owner and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The parties hereto agree that the exclusive venue for any legal action authorized hereunder shall be in the courts of Orange County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

26. **Survival of Provisions.** Unless otherwise specifically limited by contrary provisions in this Agreement, all covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

27. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

28. **Waiver of Jury Trial.** OWNER AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.


Radon Gas. Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

LEFT BLANK INTENTIONALLY

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

WITNESSES:


Print Name: Richard B


Print Name: Sylvia M. Martinez

WITNESSES:

corporate,
Print Name: _____


Print Name _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
CFX General Counsel
Date: _____

"OWNER"

MOCKINGBIRD ORLANDO, LLC,
a Florida limited liability company

By: 
Printed Name: John J. Brunetti, Jr.
Title: MANAGER
Date: Feb. 19, 2016

"CFX"

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY,** a body politic and

and an agency of the state, under the laws of
the State of Florida

By: _____
Printed Name: _____
Title: _____
Date: _____

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Parcel ID No.: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
S.R. 417 AT S.R. 528 - PROJECT NO. 599-1260
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 23 SOUTH, RANGE 31 EAST, AND THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°57'28" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 993.45 FEET TO ITS INTERSECTION WITH THE EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 528 AS SHOWN ON THE ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY (OOCEA) RIGHT OF WAY MAP OF ROAD NO. 528, SECTION 1.1-1.5; SAID POINT BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5879.58 FEET, A CHORD DISTANCE OF 521.34 FEET AND A CHORD BEARING OF SOUTH 81°11'35" WEST; THENCE DEPARTING SAID SOUTH LINE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 05°04'55", A DISTANCE OF 521.51 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE HAVING A CHORD DISTANCE OF 721.95 FEET AND A CHORD BEARING OF SOUTH 75°07'56" WEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE AND ALONG SAID EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 07°02'23", A DISTANCE OF 722.40 FEET; THENCE DEPARTING SAID CURVE AND SAID EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 00°00'00" EAST, A DISTANCE OF 402.05 FEET; THENCE SOUTH 84°52'51" EAST, A DISTANCE OF 668.91 FEET; THENCE SOUTH 11°20'53" EAST, A DISTANCE OF 160.25 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 528 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 4.278 ACRES, MORE OR LESS

NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-3374531 DATED 06/11/2015.

LEGEND & ABBREVIATIONS

CB = CHORD BEARING
CCR = CERTIFIED CORNER RECORD
CL = CHORD LENGTH
COR. = CORNER
CG = CALCULATED DISTANCE
O.B. = OLD BOOK
ESP. = EASEMENT
EXIST = EXISTING
FOUN = FOUND
FD = FIELD DISTANCE
ID = IDENTIFICATION

L = ARC LENGTH
L.A. = LIMITED ACCESS
LS = LICENSED SURVEY BUSINESS
LT = LEFT
NO. = NUMBER
OOCEA = ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY
O.R.B. = OFFICIAL RECORDS BOOK
P.C. = POINT OF COMMENCEMENT
P.O.P. = PAGE / PAGES

P.I. = POINT OF INTERSECTION
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.O.T. = POINT ON TANGENT
PROJ. = PROJECT
P.T. = POINT OF TANGENCY
PL = PLAT
R = RADIUS
RT = RIGHT
RW = RIGHT OF WAY

SBC = SECTION
S.R. = STATE ROAD
STA. = STATION
W = WITH
CL = CENTERLINE
Δ = DELTA (CENTRAL ANGLE)
C = CHANGE IN DIRECTION
LAW = LIMITED ACCESS RW LINE
RAW = RAW LINE

PROJECT NO. 599-1260

DATE	JULY 08, 2015	CERTIFICATION OF AUTHORIZATION No. LA 0012 Dewberry 320 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-3120 FAX 407-649-6664	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY) S.R. 417 AT S.R. 528 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 100 SCALE: N/A SHEET 1 OF 5
DRAWN BY	FLORIAN			
CHECKED BY	ELIAS			
OBS PROJECT NO.	0000231			
ADD SW COR. SE 1/4, SEC. 30	MAGNOLIA	07/01/2015		
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
S.R. 417 AT S.R. 528 - PROJECT NO. 599-1260
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART B


A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°30'44" EAST ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 3390.50 FEET TO ITS INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 528 AS SHOWN ON THE ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY (OOCEA) RIGHT OF WAY MAP PROJECT NUMBER 6440-401/402; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°14'55" WEST ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 73.29 FEET TO SAID EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°14'55" WEST, A DISTANCE OF 9.01 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1031.35 FEET, A CHORD DISTANCE OF 856.61 FEET AND A CHORD BEARING OF NORTH 46°47'27" EAST; THENCE DEPARTING SAID EXISTING NORTHERLY LINE, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°04'28", A DISTANCE OF 883.36 FEET TO ITS INTERSECTION WITH THE EXISTING WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 417 AS SHOWN ON SAID OOCEA RIGHT OF WAY MAP; THENCE DEPARTING SAID CURVE RUN SOUTH 74°27'48" EAST ALONG SAID EXISTING WESTERLY LINE, A DISTANCE OF 36.97 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 636.20 FEET, A CHORD DISTANCE OF 813.77 FEET AND A CHORD BEARING OF SOUTH 41°17'21" WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EXISTING WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 417 THROUGH A CENTRAL ANGLE OF 79°31'04", A DISTANCE OF 882.95 FEET TO ITS INTERSECTION WITH AFORESAID EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 528; THENCE DEPARTING SAID CURVE RUN NORTH 78°07'07" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 125.64 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 417 AND STATE ROAD 528 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.048 ACRES, MORE OR LESS

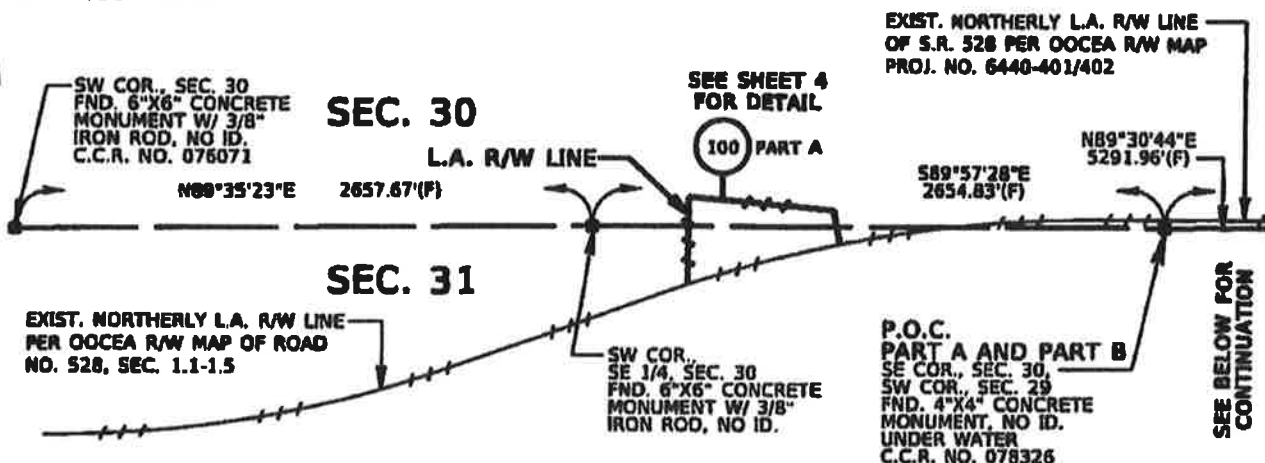
PROJECT NO. 599-1260

DATE	JULY 06, 2015	 Dewberry 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 845-9130 FAX 407-845-3364	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 100
DRAWN BY	M. HOLLIS			
CHECKED BY	S. WARE		S.R. 417 AT S.R. 528 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
DES. PROJECT NO.	52000241			SHEET 2 OF 5
ADD SW COR. SB 1/4, SEC 30	MAGNOLIA	07/31/2015		
REVISION	BY	DATE		

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE S/W 1/4 OF SEC. 30-23-31, BEING N89°35'23"E. FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983/2011 ADJUSTMENT.

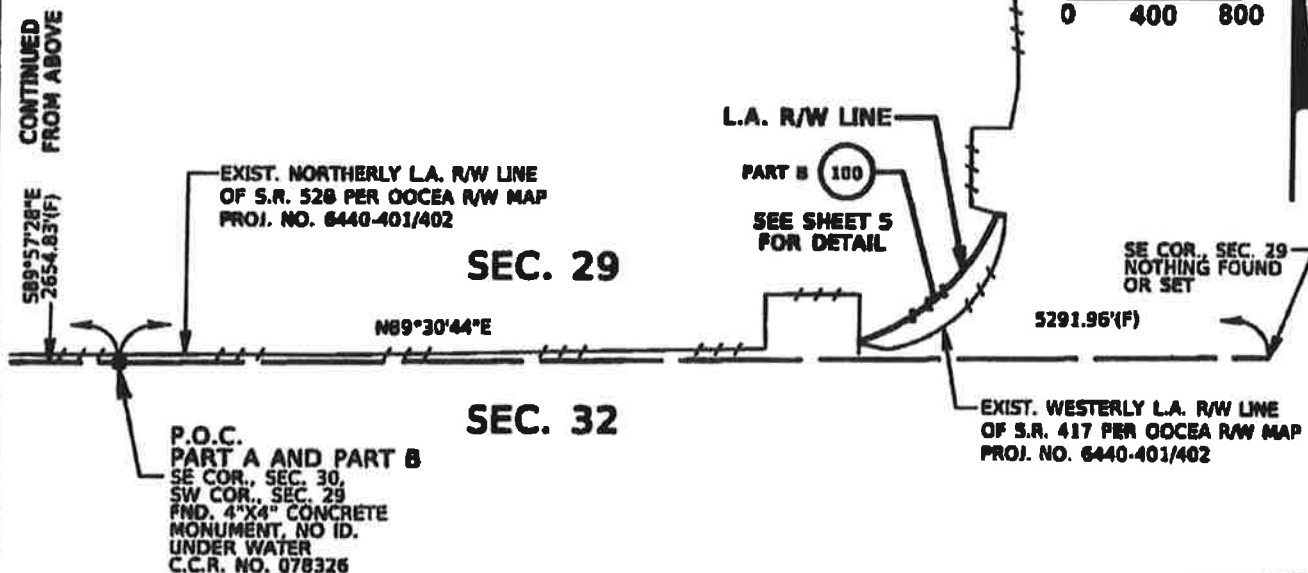
SCALE: 1" = 800'

0 400 800



SCALE: 1" = 800'

0 400 800



KEY MAP
PROJECT NO. 599-1260

DATE	JULY 08, 2015
DRAWN BY	MORRIS
CHECKED BY	SHANE
GIS PROJECT NO.	5008141
ADD SW COR. TO NW, SEC. 30	ROLLERS 07/31/2015
DIVISION	BY DATE

CERTIFICATION OF AUTHORIZATION No. LB 0011
Dewberry
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407.648-8264

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

S.R. 417 AT S.R. 528
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
100

SCALE: 1"=800'

SHEET 3 OF 5

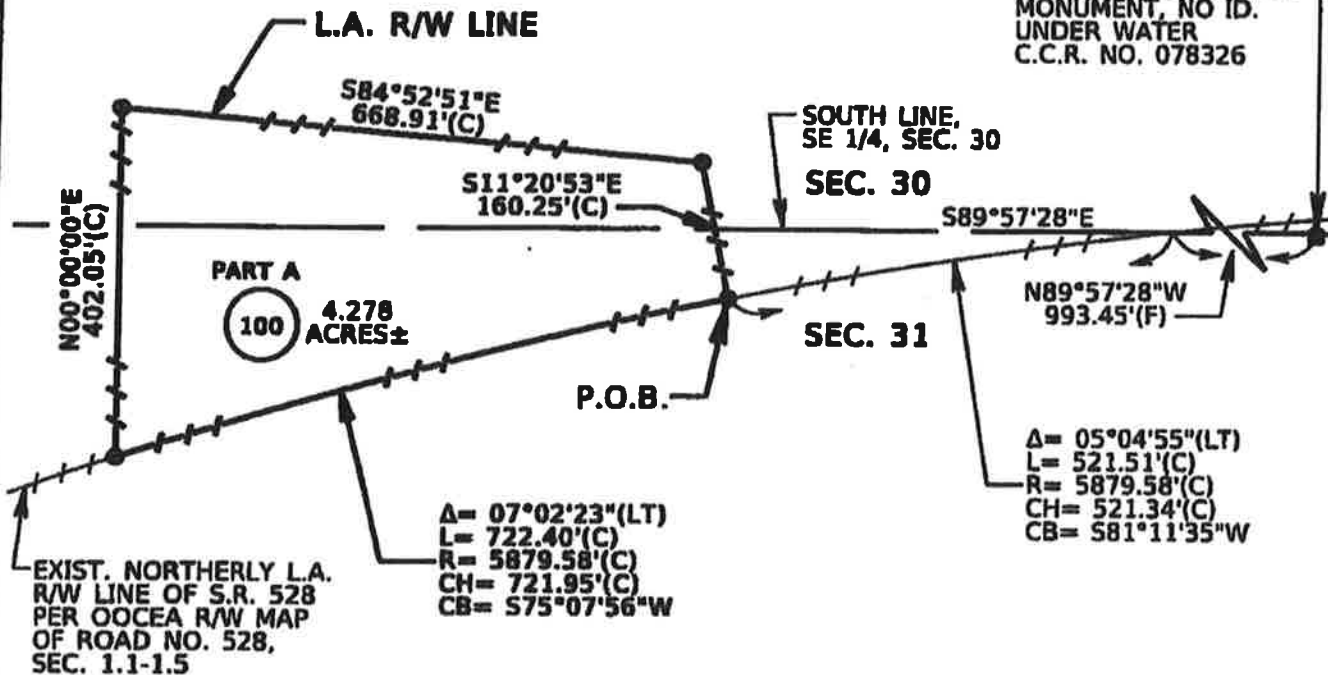
BEARING STRUCTURE BASED ON THE SOUTH LINE
OF THE S/W 1/4 OF SEC. 30-23-31, BEING
N89°35'23"E, FLORIDA STATE PLANE COORDINATE
SYSTEM, EAST ZONE, NAD 1983/2011 ADJUSTMENT.

SCALE: 1" = 200'

0 100 200



P.O.C.
SE COR., SEC. 30
FND. 4"X4" CONCRETE
MONUMENT, NO ID.
UNDER WATER
C.C.R. NO. 078326



TOWNSHIP 23 SOUTH, RANGE 31 EAST

PROJECT NO. 598-1260

DATE	JULY 06, 2013	CERTIFICATION OF AUTHORIZATION NO. 18 0011	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 100
DRAWN BY	DAVID LINS			
CHECKED BY	S. WARE			
DIS PROJECT NO.	50000241			
		Dewberry		
ADD SW COR., SE 1/4, SEC 30	H. BOLLING	520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 842-5120 FAX 407-649-8664	S.R. 417 AT S.R. 528 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: 1"=200'
REVISION	BY	DATE		SHEET 4 OF 5

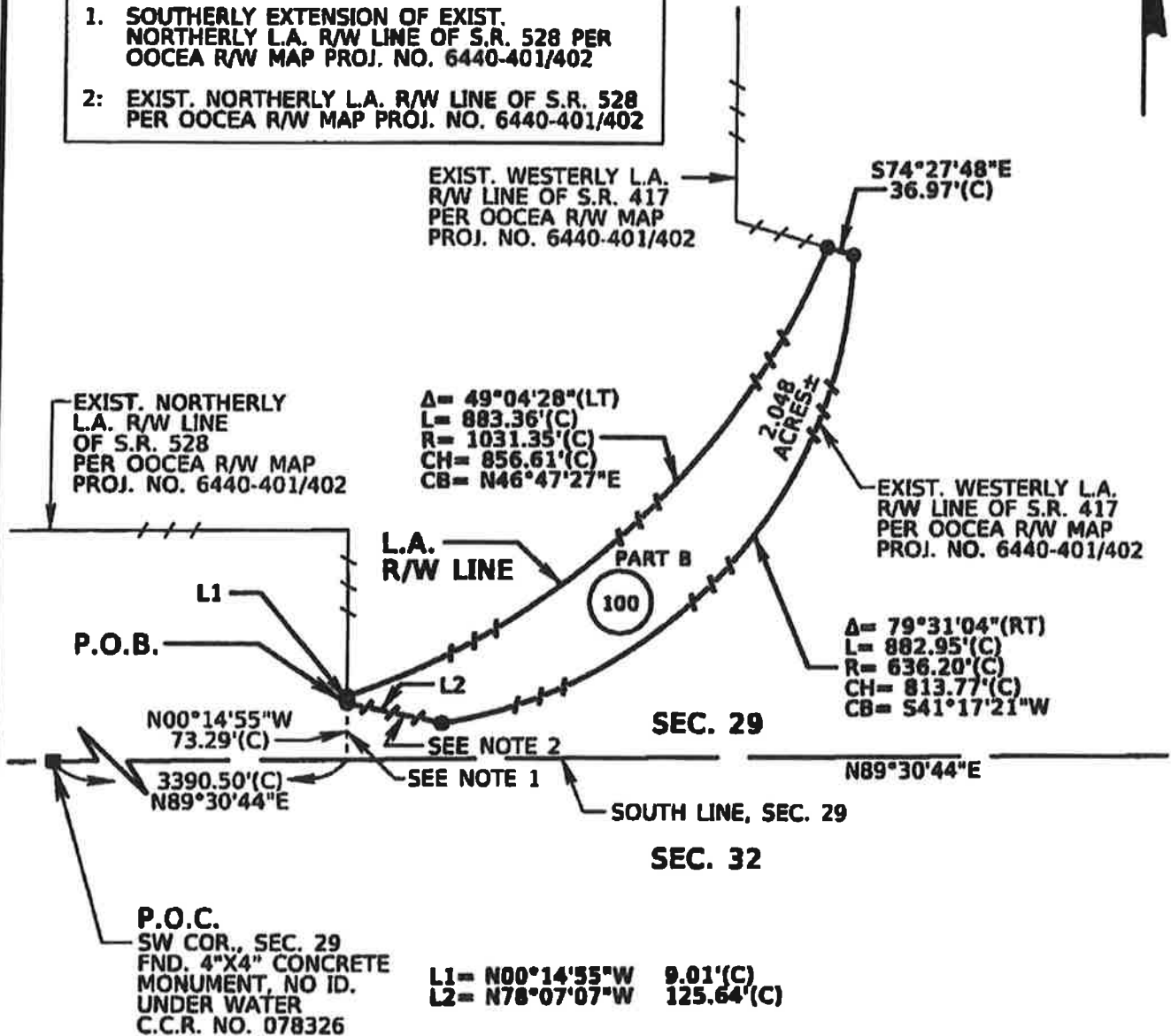
BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE S/W 1/4 OF SEC. 30-23-31, BEING N89°35'23"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983/2011 ADJUSTMENT.

SCALE: 1" = 200'



NOTES:

1. SOUTHERLY EXTENSION OF EXIST. NORTHERLY L.A. R/W LINE OF S.R. 528 PER OOCEA R/W MAP PROJ. NO. 6440-401/402
2. EXIST. NORTHERLY L.A. R/W LINE OF S.R. 528 PER OOCEA R/W MAP PROJ. NO. 6440-401/402



TOWNSHIP 23 SOUTH, RANGE 31 EAST

PROJECT NO. 599-1260

I HEREBY CERTIFY THAT THIS SURVEY OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.037, FLORIDA STATUTES.

William E. Byrd 5/03/2015
WILLIAM E. BYRD, P.E.
LICENSE NUMBER 5442 DATE

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

CERTIFICATION OF AUTHORIZATION NO. LB 0011

Dewberry

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-3120
FAX 407-649-8664

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

S.R. 417 AT S.R. 528
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
100

SCALE: 1"=200'

SHEET 5 OF 9

DRAFT

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Real Property Taxes for the year 2015.
2. _____
3. _____

DRAFT

EXHIBIT "C"

FORM OF DEED

This deed has been executed and delivered under threat of condemnation and/or in settlement of condemnation proceedings affecting the property described herein and is not subject to documentary stamp tax. See, Department of Revenue Rules 12B-4.013(4) and 12B-4.014(14), F.A.C; and see, *Florida Department of Revenue v. Orange County*, 620 So.2d 991 (Fla. 1993)

WARRANTY DEED

THIS INDENTURE, made and executed the _____ day of _____, 201____ by **MOCKINGBIRD ORLANDO, LLC**, a Florida limited liability company, whose address is 2200 East 4th Avenue, Hialeah, FL 33010 hereinafter referred to as "Grantor," to **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose tax identification number is 59-1021557, and whose mailing address is 4974 ORL Tower Road, Orlando, FL 32807, hereinafter referred to as "Grantee".

WITNESSETH:

THAT 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 Grantee all that certain land situate in Orange County, Florida, to-wit:

Parcel Identification No.: _____

Legal Description: _____

Subject to those exceptions listed on **Exhibit "A"** attached hereto and incorporated herein by this reference, as well as the ad valorem real estate taxes for the year 2015 and all subsequent years thereafter.

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

TOGETHER with all rights of ingress, egress, light, air and view between the Grantor's remaining property and any facility constructed on the above-described property.

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

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrant the title to said land and will defend the same against the lawful

DRAFT

claims of all persons whatsoever; and that said land is free of all encumbrances except those matters set forth on **Exhibit "A"**.

AND by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantor ever had, now have, or which any personal representative, successor, heir or assign of Grantor, hereafter can, shall or may have, against Grantee, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantor's conveyance of the subject property to Grantee or the applicable project, including, without limitation, any claim for loss of access, air, light or view to Owner's remaining property, or other severance damages to Owner's remaining property, business damages, consequential damages, or any other damages, both before and after the date of this instrument.

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

Signed, sealed and delivered
in the presence of:

MOCKINGBIRD ORLANDO, LLC,
a Florida limited liability company,

WITNESSES:

Print Name: _____

Printed Name: _____

Title: _____

Date: _____

Print Name: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ as _____ of _____, a _____, on behalf of the _____. He / She is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida

DRAFT

Commission No.: _____
My commission expires: _____

EXHIBIT "D"

FLORIDA STATUTES, § 286.23 DISCLOSURE OF INTERESTS IN REAL PROPERTY

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

FROM: MOCKINGBIRD ORLANDO, LLC, a Florida limited liability company

RE: Project _____, Parcel(s) _____
as more particularly described on Exhibit "A" attached hereto (the "Property")

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property as of _____, 2015 is as follows:

Name	Address	Percentage of Ownership
_____	_____	
_____	_____	

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath and I understand I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to the Central Florida Expressway Authority and is required to be completed at least ten (10) days before closing. It is recommended that this disclosure be completed at least fourteen (14) days before consideration by the CFX Right of Way Committee and the CFX Board.

DRAFT

[SIGNATURE AND NOTARY ON NEXT PAGE]

DRAFT

SELLER

MOCKINGBIRD ORLANDO, LLC, a
Florida limited liability company

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ as _____ of _____, a _____. He / She is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My commission expires: _____

DRAFT

EXHIBIT "E"

NOTICE OF APPROVAL AND ACCEPTANCE

Pursuant to the terms and conditions of Section 286.011(1), Florida Statutes, the Central Florida Expressway Authority, a body politic and corporate and an agency of the state, under the laws of the State of Florida ("CFX"), on the day and date set forth herein below has duly approved and accepted that certain Real Estate Purchase Agreement dated _____, 2015, by and between **MOCKINGBIRD ORLANDO, LLC**, a Florida limited liability company, and CFX.

"CFX"

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

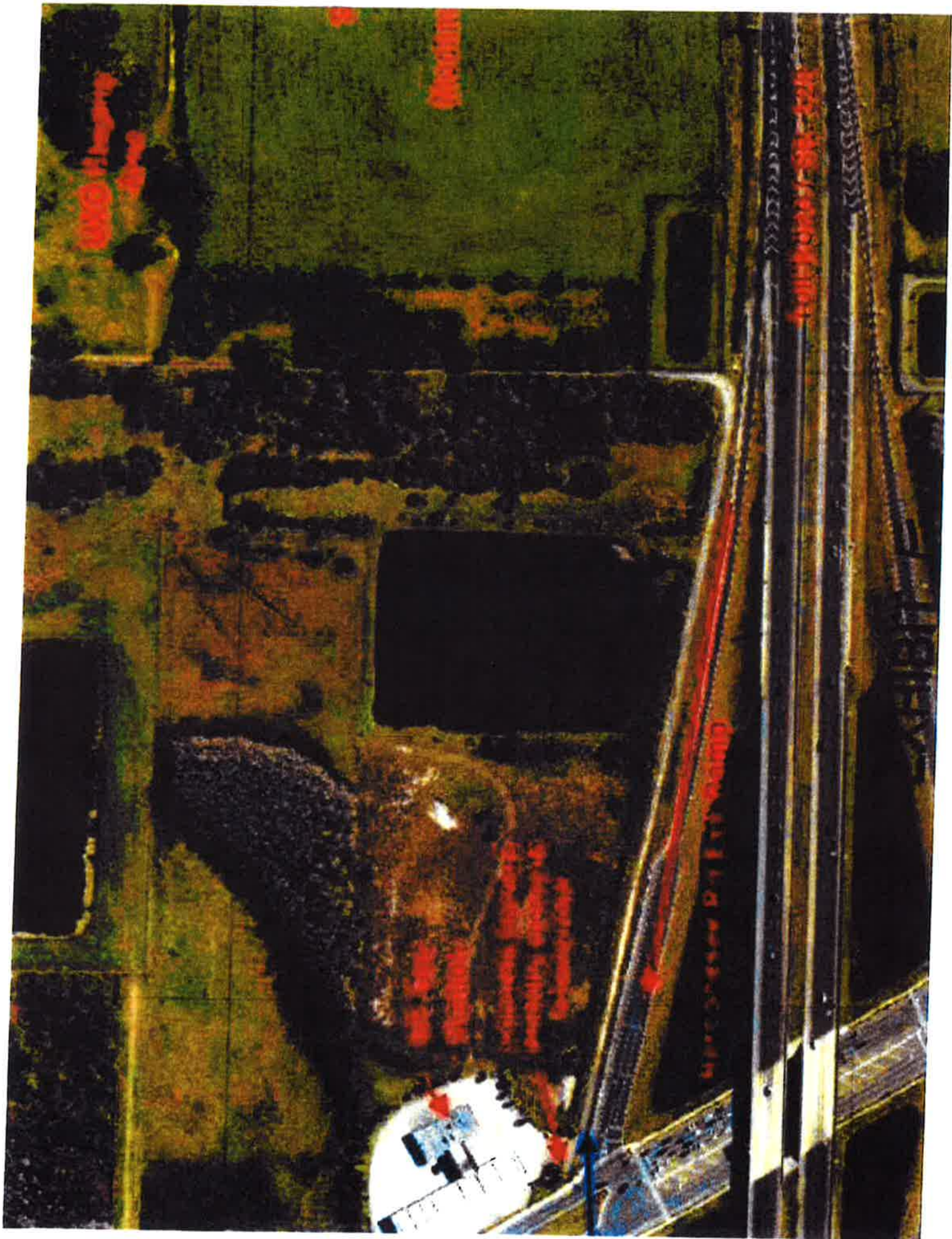
By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____
2016, by _____ as _____ of Central Florida Expressway
Authority, a body politic and corporate, and an agency of the state, under the laws of the State of
Florida, on behalf of the corporation. He / She is personally known to me or has produced
_____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. _____
My commission expires: _____



**APPLICATION FOR
RIGHT OF ENTRY UPON
CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") PROPERTY**

Applicant: _____
Address: _____
Telephone Number(s): _____
Email Address(es): _____

Contact Person: _____
Telephone Numbers(s): _____ Email: _____

Required Attachments:

- ___ A. Project Plan
- ___ B. Description of Location
- ___ C. Certificate of Insurance

DESCRIPTION OF PROJECT AND LOCATION

A. Description of Project. Applicant intends to perform the work described in the plans attached hereto as **Attachment A**, referred to as "Project," generally described as follows:

B. Location. In order to construct the Project, Applicant desires to enter upon the real property more particularly described in **Attachment B**, referred to as "CFX Property," which Applicant represents is owned by CFX, in the following area:

TERMS AND CONDITIONS

Based upon the above, Applicant hereby requests a temporary non-exclusive right of entry to enter upon CFX Property to commence the Project and agrees to the terms and conditions set forth herein.

1. The description of the Project and location are true, correct, and complete.

EXHIBIT G.

2. Term. This Right of Entry is terminable at will by the CFX. Unless terminated sooner, this Right of Entry will expire upon the earlier of: (a) completion of the Project; (b) the expiration of the required insurance; or (c) _____ (____) days from the date of execution.

3. Right of Entry. CFX hereby authorizes Applicant, its employees, contractors, and agents to enter upon CFX Property for the sole and limited purpose of:

It is expressly stipulated that this Right of Entry is a license for permissive use only and that the placing of utilities upon public property pursuant to this Right of Entry shall not operate to create or vest any property right in said holder. In the case of non-compliance with CFX's requirements or any other applicable requirements, this Right of Entry is void and any alterations to CFX Property will have to be brought into compliance or removed from CFX Property at no cost to CFX. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of CFX's title and interest in the land to be entered upon and used by the Applicant, and the Applicant will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless CFX and its officers, employees, and agents from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said Applicant of the aforesaid rights and privileges.

4. Conditions. Applicant further agrees to the following conditions:

- a. Applicant shall apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, and regulations.
- b. Under no circumstances may Applicant block any CFX roadway or operation or impede CFX in its normal functions without the prior written consent and approval from the CFX.
- c. No pullboxes or other surface structures shall be permanently placed within CFX right-of-way.
- d. All work, materials, and equipment shall be subject to inspection and approval by CFX at any time.
- e. The Project shall not interfere with the property and rights of a prior Applicant or an existing structure, facility, utility, or use.
- f. In the event contaminated soil is encountered by the Applicant, its employees, contractors, or agents, within CFX Property, the Applicant shall immediately cease work on the Project and notify CFX. CFX shall notify the Applicant of any suspension or revocation of the Right of Entry to allow for contamination

assessment and remediation. Said suspension or revocation shall remain in effect until otherwise notified by CFX.

- g. _____

- h. _____

- i. _____

5. Coordination. Activities to be performed in connection with the Project shall be coordinated with CFX prior to the initiation of the activity. Coordination with CFX shall be accomplished through contact and cooperation with both Pat Collins at 407-690-5056 and Steve Geiss at 407-690-5335, at least 72 hours in advance to assist in locating the existing CFX roadway lighting lines, fiber optic network lines, and any other underground improvements and to confirm no on-going maintenance in the area.

6. Restoration of Site. Applicant shall be responsible for any and all costs related to the Project, including, but not limited to, installation, operation and removal and restoration of equipment on and around CFX Property. At Applicant's sole cost and expense, Applicant shall remove from CFX Property all materials generated during its activities within CFX Property and Applicant shall be fully responsible for the proper disposal of such materials in accordance with applicable laws, rules, ordinances and regulations. Additionally, Applicant agrees to promptly repair any and all damage to CFX Property caused by the Project with specific attention to surface sod, concrete, and asphalt. Restoration of CFX Property shall be equal or superior to its present condition as nearly as may reasonably be possible. Upon completion of restoration, Applicant shall contact Pat Collins at 407-690-5056 and Steve Geiss at 407-630-5335, who shall inspect the CFX Property and, if satisfied, issue a notice of satisfaction, which notice may be transmitted by electronic mail. Failure to obtain said notice of satisfaction may result in pursuit by CFX against Applicant, its contractors or agents for damages and costs associated with proper restoration of CFX Property.

7. Indemnification. Applicant shall indemnify, defend and hold CFX harmless and shall cause Applicant's contractors and agents to indemnify, defend and hold CFX harmless from and against any and all costs, expenses, fines, fees, penalties, claims, suits or proceedings (including attorneys' fees at the trial or appellate level), demands, liabilities, damages, injuries (including death) arising from their respective use or work performed on or about CFX Property or in connection with the Project, excepting only those claims arising from the sole negligence of CFX, its officials, or employees.

8. Sovereign Immunity. Nothing contained in this Right of Entry shall be construed as a waiver or attempt at a waiver by CFX of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida.

9. Insurance Requirements. The Applicant shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Applicant's activities and those of any and all subcontractors (including officers, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by the CFX. Compliance with the insurance requirements below shall not relieve or limit the Applicant's liabilities and obligations under this Right of Entry. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the Applicant's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

- a. The Applicant shall require all insurance policies in any way related to the work to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The Applicant shall require of sub-contractors, by appropriate written Agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the Applicant agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. At the Applicant's expense, all limits must be maintained. All insurance coverage required of the Applicant shall be primary over any insurance or self-insurance program carried by CFX.
- b. Commercial General Liability: Shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. CFX shall be listed as an additional insured utilizing an endorsement Form.
- c. Business Automobile Liability: Shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the Applicant does not own automobiles, the Applicant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- d. Workers' Compensation Coverage: Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Applicant, its employees, contractors, agents and sub-contractors.

- e. Prior to the expiration of the Certificate of Insurance, the Applicant shall provide CFX with a renewed Certificate of Insurance.

10. Assumption of Risk; Release. Applicant, on behalf of its employees, contractors, and agents, assumes the risk associated with any activities arising out of this Right of Entry or on or around CFX Property. Applicant, on behalf of itself, its employees, contractors, and agents, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which Applicant and its employees, contractors, or agents may suffer or incur in connection with this Right of Entry.

11. Reservation of Rights. CFX expressly reserves all rights to pursue any claims it may have against the Applicant, its employees, contractors or agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by the Applicant, its employees, contractors, or agents within CFX Property. In the event that the Applicant fails to comply with the terms of this Right of Entry, CFX has the right to immediately termination upon notice.

12. Governing Law. All parties agree that this Right of Entry and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Right of Entry or any provision hereof shall be instituted and maintained only in the courts of the State of Florida.

13. Notice. Except as otherwise provided in the paragraphs with the headings of Coordination and Restoration of Site, all notices required to be delivered to Applicant or CFX shall be delivered via certified mail return receipt requested to the respective parties at the addresses provided below:

With respect to Applicant: To the address provided on page 1.

With respect to CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Facsimile: (407) 690-5011
Attention: Chief of Infrastructure

and

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Facsimile: (407) 690-5011
Attention: General Counsel

14. Authorized Signatories. Applicant represents and warrants that the person signing below is duly authorized to sign this Right of Entry to which the Applicant and its employees, contractors, and agents will be duly bound.

15. The Parties agree that neither this Right of Entry nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida or any other County in the State of Florida.

16. Applicant understands and agrees that this Right of Entry does not take effect until it is fully executed by CFX in writing and that Applicant cannot rely upon the representations of staff.

IN WITNESS WHEREOF, the Applicant executes this Application for Right of Entry for a temporary non-exclusive right of entry to enter upon CFX Property to commence the Project at the location described herein, subject to the terms and conditions above.

Witnesses:

APPLICANT:

First Witness

Name: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Second Witness

Date: _____

By: _____

Print Name: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

In reliance upon the Applicant's representations and commitments, CFX approves the Application and grants a temporary non-exclusive right of entry to enter upon CFX Property to commence the Project subject to the terms and conditions above, effective on the last date of execution below.

By: _____ Date: _____
Joseph A. Berenis, P.E., Chief of Infrastructure

APPROVED AS TO FORM: _____ Date: _____
General Counsel /Deputy General Counsel